



9/30/26

CITY OF DICKINSON
DANIEL MINOR
DANIEL.MINOR@DICKINSONGOV.COM

RE: H2S Detectors
Dickinson ND

Dear Daniel,

Thank you for the opportunity to be involved in the above-referenced project. We are pleased to submit the following proposal. Our proposal is based upon the following documentation:

- 1) Communication between ENETK and City of Dickinson.
- 2) Attached "Qualifications, Inclusions, and Exclusions".

Please do not hesitate to contact me with any questions or concerns.

Sincerely,
ENETK, LLC

A handwritten signature in black ink that reads 'Chasyn Ystaas'. The signature is written in a cursive, flowing style.

Chasyn Ystaas, Estimator

CY/km

Cc: Kyle Merrill, Systems Integrator

Pricing Breakdown

City of Dickinson Preliminary Treatment Costs

Total..... \$36,230.00

Qualifications, Inclusions & Exclusions

Qualifications

1. All proposals must be reviewed upon approval to ensure all costs are valid.
2. Based upon normal conditions and working 8 hours per day, 5 days per week (Monday through Friday).
3. Lead time and availability of all parts must be reviewed before ordering any materials on the project.
4. If availability affects materials, equivalents need to be chosen by the customer.
5. Expedited shipping and freight have not been accounted for in this proposal.
6. Pricing is based on today's commodity rates within 30 days
7. Schedule for completion is based on the following cooperation:
 - All equipment is at the destination.
 - Weather conditions (Cold, Wind, Snow, etc.).
 - Ground conditions (Frozen, Compacted, Rocks, etc.).
 - Government and/or State officials.
 - Material Procurement.
 - Holidays.
 - Third Party

Scope of Work

ENETK/YES LLC shall provide labor, materials, programming, and commissioning services required to replace an existing H₂S monitor and integrate the new system into the facility's existing PLC and SCADA network. The project also includes the installation of two new audio/visual alarm beacons associated with the H₂S monitoring system.

Demolition and Removal

- De-energize and safely disconnect the existing monitors.
- Unterminated all existing wiring associated with the device.
- Remove the existing H₂S monitor from its mounting location.
- Dispose of removed equipment in accordance with site requirements unless otherwise directed by the customer.

Installation

- Furnish and install one (1) new H₂S monitor, (1) new CO Monitor, (1) new LEL monitor, and (1) new O₂ monitor.
- Furnish and install two (2) audio/visual alarm beacons.

- Install required 3/4" RMC PVC Coated conduit, fittings, supports, and miscellaneous electrical hardware.
- Install and terminate required tray cable between field devices and control equipment.
- Provide all miscellaneous electrical materials required for a complete installation.

Wiring and Integration

- Determine and reterminate wiring for the new monitors to the existing PLC system.
- Connect and terminate wiring for both audio/visual alarm beacons.
- Verify all field wiring and device terminations.

Programming and SCADA Integration

- Modify PLC programming as required to accommodate the new monitors.
- Configure alarm logic for the audio/visual alarm beacons.
- Integrate the monitoring system into the existing SCADA platform for monitoring and alarm indication.
- Verify communications and proper operation within the existing control system.

Startup, Calibration, and Testing

- Calibrate the new monitors as needed in accordance with manufacturer recommendations.
- Perform functional testing of the monitors and alarm devices.
- Verify proper operation of alarm setpoints, beacon activation, PLC functionality, and SCADA indications.
- Commission the system and provide a complete operational installation.

Included Materials

- New H₂S, CO, LEL, and O₂ monitor installation hardware.
- Two (2) audio/visual alarm beacons.
- 3/4" RMC PVC Coated conduit and fittings.
- 3/4" PVC Coated Meyers hub.
- 4/C #12 tray cable.
- Miscellaneous electrical materials and installation accessories.
- Programming, calibration, and SCADA integration services.

General Inclusions

- Coordination with Owner Rep.
- Material procurement.
- Adherence to ENETK, LLC, and City of Dickinson for health and safety protocols.
- Compliance with all applicable codes and regulations, including but not limited to NEC and NDSEB.

- All NDSEB, state and locally required permits, and fees are included within this proposal.

General Exclusions

1. Delivery cost to customer specified location.
2. Spare parts or materials.

ENETK, LLC, Terms and Conditions

These Terms and Conditions govern all transactions between ENETK, LLC, hereinafter “ENETK”, and the customer. Exceptions to these terms are only granted in the event that a contractual agreement is signed by both parties which clearly stipulates that such agreement supersedes the terms set forth, or in the case that the original invoice states terms which differ from those terms listed below.

- 1. Progress Payment.** Ystaas Electrical Service, LLC, hereinafter ENETK, shall submit a copy of its bi-monthly Application for Payment and Schedule of Values on or before the first Tuesday of each month and third Tuesday of each month for work performed and materials specific to the job ordered during the previous month. City of Dickinson shall, within thirty (30) calendar days after approval of an Application for Payment, pay ENETK the amounts so approved. Progress Payments will apply: 10% Net 30 with project acceptance, 20% Net 30 upon material procurement, 30% Net 30 upon 50% completion, 40% Net 30 to project completion.

Provided ENETK has received payment for all sums due it under its previously submitted Application(s) for Payment, ENETK agrees to accompany its current Application for Payment with its own lien waiver to the extent of payment for the period of time covered by the previous Application for Payment.

- 2. Final Payment.** Final payment will be made within 30 days after the work called for hereunder has been completed by ENETK to the satisfaction of City of Dickinson, ENETK has submitted its final Application for Payment and all required closeout documents together with any required certificates of insurance for any insurance coverages required to be maintained after the date of final payment.
- 3. Performance.** Reasonable time shall be given to ENETK to complete each phase of the electrical job. However, ENETK agrees that where a written construction schedule is provided with the acceptance of this Proposal, ENETK shall pay all overtime costs necessary to complete construction in a timely manner to comply with the written construction schedule. ENETK does have a limited amount of overtime calculated into the project. If this not adequate to complete the project because of items listed in this sub-part, additional labor units will need to be negotiated.

ENETK will not perform any electrical work in accordance with this Proposal during the period an invoice has not been paid.

ENETK shall not be liable for failure to perform if prevented by strikes or other labor disputes, accidents, acts of God, governmental or municipal regulation or interference, shortages of labor or materials, delays in transportation, non-availability of the same from manufacturer or supplier, or other causes beyond ENETK’ control. In no event shall ENETK be liable for special or consequential damages whatsoever or however caused.

ENETK must receive written authorization by the individual listed below prior to commencement of work. Any change orders must also be authorized, in writing, by the below listed individual prior to ENETK commencing said work.

Name: Daniel Minor Title: Project Engineer

ENETK carries Workmen's Compensation and Professional Liability Insurance covering its work on this job. City of Dickinson agrees to notify its insurance company of the commencement of work. Risk of loss due to fire, windstorm, vandalism, or other casualty shall be upon City of Dickinson.

- 4. Materials, Equipment and Warranty.** All material and equipment shall be as warranted by the manufacturer and will be installed in a manner consistent with standard practices at this time. It is agreed that title to all material required (for the purpose of this Proposal) to remain the property of ENETK until paid in full.

ENETK shall not be responsible for owner-supplied fixtures or equipment due to losses related to theft, vandalism, warranty, or any associated storage expenses. Storage of these items is on location at no extra expense to owner. ENETK will store the instrumentation up until time of install, under lock and key along with our supplied devices. This Proposal does not include warranty of fixtures and/or equipment supplied and purchased by others.

Warranty on workmanship shall commence from the final electrical inspection date for a maximum period of one (1) year. Warranty or service will not be performed if any payments according to this proposal become past due, including change orders.

- 5. Change Orders.** Any deviation, alteration or changes from this Proposal will be executed only on receipt of a written work order. Said charges shall in no way affect or make void this Proposal. Charges for changes or modification to this Proposal will be based per our current 2026 rate schedule. Material shall be charged at ENETK' list price.
- 6. National and Local Codes.** Electrical installation shall meet the National Electrical Code and local building codes. Errors in design by the architect and/or engineer are not the responsibility of ENETK. Any additional outlets, wiring, fixtures, equipment, etc. not indicated on plans and specifications that are required by other (i.e., Inspectors) shall not be part of this Proposal and will require a change order to execute.
- 7. Company Defaults. City of Dickinson** will be in default if:
- Any payment called for under this Proposal and all authorized change orders becomes past due;
 - Any written agreement made by City of Dickinson is not promptly performed;
 - Any conditions warranted by City of Dickinson prove to be untrue; or
 - Failure of City of Dickinson to comply with any of the conditions of this Proposal.

ENETK' remedies in the event of a company default include, but are not limited to, any or all of the following:

- a. Suspend the work.
- b. Retain all monies paid hereunder, regardless of the stage of completion of the work and bring any appropriate action in court to enforce its rights.

8. Applicable Law and Venue. This Proposal is governed by and construed in accordance with the laws of the State of North Dakota. Any action to enforce this Proposal must be adjudicated exclusively in the Southwest District Court, County of Stark, State of North Dakota. Each party consents to the exclusive jurisdiction of such court and waives any claim of lack of jurisdiction or forum non conveniens.

9. Entire Agreement. This Proposal represents the entire agreement between the parties, and it supersedes and cancels prior negotiations, representations, or agreements, either written or oral. This Proposal may be amended only by a written document signed by both parties.

Work will be completed in a effective manner according to standard working practices. Any and all alterations for the above referenced project will be authorized through written authentication and be documented in a company change order; resulting in an increase in the above estimate.

Payment for the above referenced project is due within thirty (30) days of the date on invoice. If payment is not received within fifteen (15) days of written notice then a 1.5% late fee will be applied. Standard manufacturers' warranties will always apply. Work will be completed in an effective manner according to standard working practices. Any and all alterations for the above referenced project will be authorized through written authentication and be documented in a company change order; resulting in an increase in the above estimate.

ACCEPTANCE OF PROPOSAL

ENETK requests written authorization prior to performing the work described herein. Written or verbal authorization of this work is an admission that the information stated above, including all terms and conditions, has been examined and is acceptable to owner's conditions, specifications, and prices, and is incorporated into any and all contract agreements.

Signature _____

Name (Printed) _____

Title _____

Date Accepted _____

PO or AFE# _____