



9/30/26

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

RE: HVAC PLC Replacement
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) Emails, phone calls, and job walk between City of Dickinson and ENETK
- 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 dark ink, reading 'Chasyn Ystaas' in a cursive script.

CY/ km

Cc: Kyle Merrill, Senior System Integrator

Pricing Breakdown

HVAC PLC Replacement Automation Costs

Total Automation Cost..... \$122,556.49

Qualifications, Inclusions & Exclusions

Scope of Work

This scope of work covers the **procurement, assembly, wiring, testing, and commissioning** of four control panels supporting the Admin, Headworks, Biosolids, and Control Building process areas. Each panel includes Rockwell Automation CompactLogix or POINT I/O modules, Stratix unmanaged switches, 1606-XLE120E power supplies, and TE-211Z-F-1-E-3 temperature transmitters.

Project Qualifications

1. The entirety of the project is based on using existing cables, conduit and components already established and not in the scope of this work.
2. The VAV's have not been include in this proposal but can be provided at an additional expense.
3. A budget of \$200 per temp transmitter (TE-211Z-F-1-E-3) has been budgeted for this project. Compatibility is assumed based on the manufacturer's specifications.
4. Temp transmitters have been accounted for based on Allen Bradley PLC. Existing transmitters do not communicate with Allen Bradley in which a TE-211Z-F-1-E-3 has been accounted for to accommodate Allen-Bradley PLC.

General 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 project.
4. If availability affects materials, ENETK will propose equivalents for City approval.
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 in final destination.
 - Weather conditions (Cold, Wind, Snow, etc.).
 - Ground conditions (Frozen, Compacted, Rocks, etc.).
 - Government and/or State officials.
 - Material Procurement.

- Holidays.
- Third Party Operations

General Inclusions

1. Coordination with Owner Rep.
2. Material procurement.
3. Adherence to ENETK, LLC and City of Dickinson health and safety protocols.
4. Compliance with all applicable codes and regulations, including but not limited to NEC and NDSEB.
5. All NDSEB, state and locally required permits and fees are included within this proposal.

General Exclusions

1. Delivery 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# _____