



09/04/2025

JACOB WALDO  
JACOB.WALDO@DICKINSONGOV.COM  
7016904164

RE: CITY OF DICKINSON SCADA  
DICKINSON ND

Dear Jacob:

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) RFP supplied by City of Dickinson "2025\_scada\_services\_rfp.pdf."
- 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 "Kyle Merrill". The signature is written in a cursive, flowing style.

Kyle Merrill, Systems Integrator  
KM

## **Pricing Breakdown**

### **ENETK LLC**

### **Budgetary Costs**

Please refer to page 10 of 2025\_scada\_services\_rfp.pdf for original scope of work

Please refer to Enetk SCADA Proposal.pdf detailed breakdown of Costs

Please refer to Qualification 12 for the project timeline & please refer to additional documentation “Enetk Project Milestones City of Dickinson.xlsx” for detailed breakdown of Schedule.

Labor .....	\$52,932.00 - \$65,250.00
Material .....	\$10,000 – 23,000
Software.....	\$66,498.67

## **Qualifications, Inclusions & Exclusions**

### **Qualifications**

1. In an effort to alleviate the client's obligation to secure a performance bond in connection with the bid, ENETK LLC is prepared to furnish appropriate financial documentation evidencing the company's fiscal stability and operational capacity. Furthermore, in the event the project results in a financial loss, ENETK LLC remains committed to fulfilling its contractual obligations through to completion.
2. All proposals must be reviewed upon approval to ensure all costs are valid.
3. Based upon normal conditions and working 8 hours per day, 5 days per week (Monday through Friday).
4. Lead time and availability of all parts must be reviewed before ordering any materials on project.
5. If availability affects materials, equivalents need to be chosen by customer.
6. Expedited shipping and freight have not been accounted for in this proposal.
7. Pricing is based on today's commodity rates within 48 hours.
8. The United States Government may be implementing Tariffs that impact some/all of our project material pricing. These Tariffs will impact project pricing immediately upon being implemented. ENETK LLC reserves the right to adjust project pricing to account for the impact of these tariffs if put in place.
9. This project pricing is based on a per skid price.
10. Schedule for completion is based on the following cooperation:
  - All equipment is in final destination.
  - Weather conditions (Cold, Wind, Snow, etc.).
  - Government and/or State officials.
  - Material Procurement.



- Holidays.
- Third Party Operations.

11. **Scope of Work** This scope of work refers to

- a. Design
- b. Integration
- c. Testing
- d. Deployment

12. **Delivery Schedule**

- Work to Commence within 10 Days of acceptance of proposal.
- Anticipated project timeline to take
  - We anticipate the project will be completed 12-16 weeks from the commencement of work.

**General Inclusions**

1. Coordination with Owner Rep.
2. Material procurement. (We recommend City of Dickinson procure their own software & material on easily obtainable items such as servers, & software, ENETK LLC will help quote and spec this.)
3. Coordination with City employees & progress updates through weekly meetings.
4. Training on Software usage and Development.
5. Adherence to ENETK, LLC, and City of Dickinson health and safety protocols.
6. Compliance with all applicable codes and regulations, including but not limited to NEC and NDSEB.
7. All NDSEB, state and locally required permits and fees are included within this proposal.

**General Exclusions**

1. Delivery to customer specified location.
2. Any items not defined in additional Documentation
  - a. Enetk Project Milestones City of Dickinson Scada.xlsx
  - b. Enetk SCADA Proposal.pdf
  - c. 2025\_scada\_services\_rfp.pdf
3. Spare parts or materials.
4. All city, county or state taxes.

### **Enetk, LLC, Terms and Conditions**

These Terms and Conditions govern all transactions between Enetk, LLC 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.** Enetk, LLC, hereinafter ENETK, LLC, 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, LLC 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, LLC has received payment for all sums due it under its previously submitted Application(s) for Payment, ENETK, LLC 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.

**1. Final Payment.** Final payment will be made within 30 days after the work called for hereunder has been completed by ENETK, LLC to the satisfaction of CITY OF DICKINSON, ENETK, LLC 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.

**2. Performance.** Reasonable time shall be given to ENETK, LLC to complete each phase of the electrical job. However, ENETK, LLC agrees that where a written construction schedule is provided with the acceptance of this Proposal, ENETK, LLC shall pay all overtime costs necessary to complete construction in a timely manner to comply with the written construction schedule. ENETK, LLC 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, LLC will not perform any electrical work in accordance with this Proposal during the period an invoice has not been paid.

ENETK, LLC 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, LLC' control. In no event shall ENETK, LLC be liable for special or consequential damages whatsoever or however caused.

ENETK, LLC 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, LLC commencing said work.

Name: \_\_\_\_\_

Title: \_\_\_\_\_

ENETK, LLC 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.

3. **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, LLC until paid in full. It is understood that ENETK, LLC shall have the authorization to enter upon CITY OF DICKINSON's property for the purpose of repossessing material and equipment, whether or not installed, without liability to ENETK, LLC for trespass or any other reason.

ENETK, LLC 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, LLC 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.

4. **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 2025 rate schedule. Material shall be charged at ENETK, LLC' list price.

5. **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, LLC. 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.

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

- a. Suspend the work and remove its material/equipment from the premises.
- b. Remove any ENETK, LLC-supplied material/equipment, whether or not it has been installed and whether or not it has been placed in operation. In this regard, CITY OF DICKINSON agrees that ENETK, LLC may enter upon CITY OF DICKINSON's property for the purpose of repossessing such equipment without liability to ENETK, LLC for trespass or any other reason.
- c. 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.

7. **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.

8. **Costs of Enforcement.** In any dispute arising under or relating to this Proposal, the prevailing party shall be entitled to recover the costs of adjudicating such disputes, including but not limited to reasonable legal fees and expenses incurred. For this purpose, the term "prevailing party" shall mean the party whose position is substantially sustained in the settlement or in the final judgment rendered in any litigation.

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, LLC 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# \_\_\_\_\_