



Scope #8932B
7/27/2023

City of Kerman
850 S. Madera Ave.
Kerman, CA 93630
ATTN: Doug Hearld

At this time Industrial Control and Design, Inc. is pleased to submit for your review and approval its proposal to provide PLC/HMI upgrades and Chlorine Pump integration for (3) separate well sites.

I. Referenced Information

- A. Site visit on 04/20/2023.

II. Scope of Proposal

- A. Provide PLC and HMI upgrades for Wells 9 and 17.
- B. Provide a PLC upgrade for Well 14.
- C. Provide Chlorine Pump Control at all (3) sites.
 - 1. Provide cable connecting customer-provided chlorine pump and PLC.
 - 2. Provide programming for integration.
 - 3. Provide commissioning.

III. Materials Provided

- A. Well 9.
 - 1. Emerson RX3i PLC with I/O to match existing.
 - 2. 10" HMI.
- B. Well 14.
 - 1. Emerson RX3i PLC with I/O to match existing.
- C. Well 17.
 - 1. Emerson RX3i PLC with I/O to match existing.
 - 2. 10" HMI.

IV. Services Provided

- A. Engineering Services consisting of:
 - 1. **Option 1** - Update existing control panel drawings for each site.
- B. HMI/PLC Programming consisting of:
 - 1. Modify programs as necessary for updated hardware.
 - 2. Add PLC programming to control pump based on flow rate.
 - 3. Modify local HMI and SCADA to show chlorine pump speed and add chlorine setpoint to screen for operator to adjust based on flow rate.
- C. Onsite Startup Services:
 - 1. The cost allowance for an onsite startup, debug and training of the programming provided by ICAD has been budgeted into this proposal at 30 man-hours. This

does not include any overtime or off-schedule hours. Any additional time beyond the budgeted man-hours will be charged at \$195 per hour, port-to-port plus travel expenses at 15% margin.

2. The cost for any delays in startup due to equipment malfunctions, installation delays, project scheduling, delays in production, instrumentation by others, etc. will be in addition to this quotation.

V. Project Assumptions and Clarifications

- A. It is assumed there will be adequate enclosure space for the addition of the specified components within the scope of this proposal.
- B. Chlorine pump by others.
- C. It is customer's responsibility to perform a risk assessment on any machinery controlled by this system. The controls provided as part of this package are not certified to any specific safety level or category.
- D. All programming and screen layouts submitted to the customer for approval will be limited to the initial revision. Additional revisions will be considered a change order.

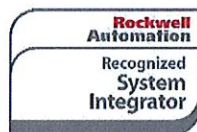
VI. Not Provided

- A. Submittals or O&M manuals.
- B. Any additional system control functionality.
- C. Any field mounted sensors, switches, encoders, or other devices unless specifically listed within this quotation.
- D. Control or communication to any additional devices or controllers.
- E. Overtime.
- F. Outbound freight, freight insurance, and/or packaging for shipment.

VII. Benefits of an ICAD provided System

- A. ICAD is an authorized:

Rockwell Automation
"Recognized Systems
Integrator"



Inductive Automation
"Certified Integrator"



Wonderware
"System
Integrator"



Automation
Direct "SI Direct
System Integrator"



CSIA Certified



Certified UL 508A panel
shop



- B. All design and programming are non-proprietary with copies given to the customer.

C. ICAD has technical staff available 24/7 for your emergency needs.

This document and the information contained within are considered the intellectual property of Industrial Control and Design, Inc. and issued in strict confidence. It shall not be copied, reproduced, or distributed without the express written permission of Industrial Control and Design, Inc.

We appreciate your interest in our organization and its abilities and look forward to working with you on this project. If you should have any questions or require any additional information, please do not hesitate to call.

Regards,



Stephen Redman



FIXED PRICE QUOTATION


FIXED PRICE QUOTATION # 8932B
7/27/2023

Bill:	City of Kerman 850 S. Madera Ave. Kerman, CA 93630 ATTN: Doug Hearld	Ship:	City of Kerman 850 S. Madera Ave. Kerman, CA 93630 ATTN: Doug Hearld
Item#	Description	Total Non-Taxable	Total Taxable
1	Provide parts and services in accordance with scope.	\$23,315.00	\$24,976.46
2	Option 1 - Provide updated drawings.	\$7,250.00	
3			
4			
5			
6			
7			
8			
9			
10			
Payment Terms:		=====	=====
35% at acceptance (Net 30)		\$30,565.00	\$24,976.46
35% at arrival of materials (Net 30)			
30% at completion (Net 30)			
		Total Before Tax	\$55,541.46
		Tax (8.35%)	\$2,085.53
		Total With Tax	\$57,626.99

Conditions:

- Outbound freight from our facility to the customer is not included and will be added to the total cost if applicable.
- This quote is based on current costs of equipment and materials. After acceptance of this quote, any cost increases due to excessive inflation rates, taxes/tariffs, and/or increased costs for shipping would be the responsibility of the customer.
- **This quote expires 30 calendar days after proposal date.**
- Any standby time due to equipment malfunction, project scheduling, equipment or materials provided by others, etc. will be in addition to this quotation.
- All work will be performed during ICAD's standard working hours. Buyer requested overtime will be an additional cost.
- The existing system is expected to be correct and operable. Troubleshooting of existing system will be in addition to this proposal.
- Any additional hardware or services will be in addition to this proposal. This includes but is not limited to control or communication to any other devices not listed here.
- If a formal contract is required, its conditions must not deviate from this proposal without ICAD's written permission.

This quotation constitutes an offer to sell which expressly limits acceptance to the Standard Terms and Conditions which are by reference incorporated into this agreement as though fully set forth herein. Subject to approval of Buyer's credit worthiness and return of this Agreement with Buyer's signature and Purchase Order number.

Buyer: City of Kerman 850 S. Madera Ave. Kerman, CA 93630 ATTN: Doug Hearld	By: _____ Date: _____ PO#: _____	Seller: Industrial Control & Design Inc. 3585 E. Date Ave. Fresno, CA 93725	By:  Date: 7/27/2023
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Standard Terms and Conditions:

All sales of services or materials by Industrial Control and Design Inc. (Seller) are subject to the following terms and conditions. Seller objects to any additional or different terms contained in any documentation (including, but not limited to purchase orders or acceptance letters) submitted by Buyer. No waiver or modification of these terms and conditions shall be binding on Seller unless authorized in writing by Seller.

SCOPE. Seller agrees to perform for the Buyer the services described in this document. Buyer acknowledges that Seller shall perform the services based upon information furnished to Seller by the Buyer, and Seller shall be entitled to rely upon such information as being accurate and complete. Seller will not be obligated to provide any services which are (a) outside of the scope defined in the applicable documentation; (b) outside its area of expertise; or (c) in violation of any applicable laws, codes, or regulations.

CHANGE ORDERS. If Buyer requests a change in the scope to be provided, Seller reserves the right to revise delivery schedules and make an equitable adjustment to the price. Any changes within the scope of services must be in writing and approved by both Seller and Buyer before implementation.

PAYMENT TERMS. Unless otherwise noted in this document, this offer is based upon standard industry terms of net 30. Net 45 & 60 terms are available at an increased cost.

INSURANCE. Unless otherwise stated in this Agreement, Seller's standard insurances will apply. If greater insurances are required, it will be at additional cost to the Buyer.

TAXES. Unless otherwise stated in this Agreement, Seller's prices do not include sales, use, or similar taxes.

FREIGHT. Unless otherwise stated in this Agreement, Seller's prices do not include crating or freight. Buyer shall bear the risk of loss or damage to any equipment at such time as said equipment leaves Seller's shop.

SCHEDULING. Any estimate of the time required to perform work listed in this Agreement is based upon a start date only after (a) approval of Buyer's creditworthiness and (b) return of Agreement with Buyer's signature and Purchase Order number. Buyer accepts that any timeline estimate given by Seller is only an estimate and is subject to change at any time without penalty to Seller.

PAST DUE ACCOUNTS. For the performance of the services, Buyer shall pay Seller in the manner and at the times herein specified in this Agreement. If Buyer's account becomes past due on any project that Buyer has with Seller, Seller reserves the right to stop work immediately on all projects for Buyer until all past due invoices are paid. Seller shall not be liable for any liquidated damages or other costs incurred by the Buyer as a result of Seller's stoppage of work due to non-payment. There will be a 1-1/2% per month finance charge for all invoices which are past due.

CONTRACT TERMINATION. Should the Buyer fail to comply with this Agreement as set forth herein, then Seller shall have the right, after giving five days written notice to the Buyer, to terminate this Agreement. Should the Buyer wish to cancel this agreement as set forth herein, then Buyer shall provide Seller 5 days written notice. Upon termination of the Agreement by either party, the Buyer shall be obligated to pay Seller for all work executed and for any proven loss, cost, or expense in connection with the work, plus any accrued finance charges resulting from past due payment of invoices, through the date of termination. Additionally, upon the termination of the Agreement by Buyer, Seller shall be entitled to a 5% cancellation fee based upon the initial contract price and added to any other charges presented to Buyer. Upon receipt of such payment in full, Seller shall release to the Buyer all materials, programming, and documentation completed to the date of termination of this Agreement.

FIELD WIRING. It will be the responsibility of the Buyer to ensure that all field wiring is conducted in accordance with all applicable Electrical Codes. The seller cannot be held responsible for the system's performance if any wiring by others is not in compliance with said codes and Seller's engineered schematics.

WARRANTY. Seller's liability under this agreement shall be limited to re-performing only those deficient engineering or programming services which a) result from Seller's negligence or willful misconduct, and b) are reported in writing to Seller within one (1) year from date of completion of the services hereunder. Under no circumstances shall Seller be liable to Buyer for any consequential or incidental damages, including, but not limited to loss of use or loss of profit. Any change to Seller's design or programming by Buyer will void and nullify all warranty. Buyer agrees to pay Seller's standard over-time rates for any warranty work performed outside the normal business hours of M-F, 8-5. Seller shall not be required to perform any warranty work if Buyer's account with Seller becomes past due.

EQUIPMENT WARRANTIES. Seller will use its best effort to obtain applicable warranties from all equipment manufactures for equipment provided by Seller to the Buyer and will transfer all such warranties directly to Buyer. Buyer's only recourse shall be under such manufacturers' warranties. Buyer acknowledges that Seller is supplying such equipment without warranty, either implied or expressed.

NO SOLICITATION OR HIRING. Buyer shall not solicit for employment any person employed by Seller, for a period of one year after completion of this work. Should Buyer hire a Seller employee within one year of completion of this work, Buyer agrees to pay Seller an amount equal to one time the employee's annualized salary.

INTELLECTUAL PROPERTY. All documents (including, but not limited to, proposals, price sheets, drawings, and specifications), software and other information or inventions prepared or disclosed by Seller shall remain the sole intellectual property of the Seller. Following acceptance and final payment, Seller shall grant Buyer a non-transferable, non-exclusive license to use such materials for the Buyer's internal purposes only.

ATTORNEY'S FEES. If there is any action or legal proceeding of any kind to enforce or interpret any provision of this Agreement, the unsuccessful party to such proceeding or action shall pay the prevailing party all costs and expenses including reasonable attorney's fees and costs incurred by such prevailing party, whether or not such action or legal proceeding proceeds to a judgment.

INDEMNITY. Buyer will defend, indemnify, and hold Seller harmless from all claims, damages, losses, and expenses (including reasonable attorneys' fees) arising out of the provision of the services and materials by Seller under this Agreement, including claims related to Seller's use of Buyer supplied drawings, measurements, data, or any other information provided by Buyer that is used in supplying materials or services. However, in no event shall Buyer be liable under this provision for claims arising out of the sole negligence or willful misconduct of Seller. In no event shall the total cumulative aggregate liability of Seller resulting from, arising out of or in connection with this Agreement or the provision of the services and materials by Seller under this Agreement exceed the coverage available under any standard insurance policy Seller has in place which applies to this Agreement, or, in the event no insurance coverage is available, the value of the particular services and materials upon which the claim or damage is based, regardless of the legal or equitable theory upon which the claim or damage is based.

THIRD-PARTY BENEFICIARIES. Nothing contained in this agreement shall create a contractual relationship with or a cause of action in favor of a third party against Seller. Seller's services and materials are being supplied solely for Buyer's benefit, and no party or entity shall have any claim against Seller because of this Agreement, or the performance or nonperformance of the services and materials supplied under this Agreement.

INDEPENDENT CONTRACTORS. Each party will be and act as an independent contractor and not as an agent or partner of, or joint venture with, the other party for any purpose related to this Agreement or the transactions contemplated by this Agreement, and neither party by virtue of this Agreement will have any right, power, or authority to act or create any obligation, expressed or implied, on behalf of the other party.

ENTIRE AGREEMENT. This Agreement represents the entire and integrated contract between Buyer and Seller and supersedes all prior negotiations, representations, or agreements either written or oral. This Agreement may be amended only by a written instrument signed by both Buyer and Seller.

CHOICE OF LAW/VENUE. California law shall govern the terms of this Agreement. In any dispute over this Agreement, the venue will be Fresno County, California.