



November 1, 2023

City of Long Lake Public Works Department
2145 Daniels Street
Long Lake, MN 55356

Attention: Sean Diercks – Director
cell: 612/237-9520
sdiercks@longlakemn.gov

Thank you for the opportunity to provide this proposal for us to retrofit the City of Long Lake's existing water tower level responsive automatic well pump's radio telemetry control, monitoring, alarm system and remote login with new Allen-Bradley (A-B) programmable logic controllers (PLCs) and operator interface terminal (OITs).

Water Distribution Radio Telemetry Control System
PLC & OIT Update
Proposal # 231101KR
Reference TPC order #22112

System Update Materials

The **WATER TOWER** Telemetry Panel Component Replacement include:

- An A-B MicroLogix PLC to replace Existing PLC
- Analog Input, 4channel module
- C-more 10" Color Touchscreen OIT
- Radio, 900MHz radio to replace Existing Radio
- Ethernet switch, 5-port, unmanaged with cables to connect the switch to the PLC, OIT & Radio

The **WELL HOUSE #1** Telemetry & Pump Control Panel replacement components include:

- An A-B MicroLogix PLC to replace Existing PLC
- C-More 10" Color Touchscreen OIT to replace existing Interface
- Radio, 900MHz radio to replace Existing Radio
- An Industrial Ethernet switch, 5-port, unmanaged, with cables, to connect the switch to the PLC, OIT & Radio

The **WELL HOUSE #2** Telemetry, Pump Control, Monitoring & Alarm Panel replacement components include:

- An A-B MicroLogix PLC to replace Existing PLC
- C-More 10" Color Touchscreen OIT to replace existing Interface
- An OIT adapter mounting plate
- Radio, 900MHz radio to replace Existing Radio
- An Industrial Ethernet switch, 5-port, unmanaged, with cables, to connect the switch to the PLC & OIT

The **Master @ Public Works Building** Telemetry, Monitoring & Alarm Panel components include:

- Enclosure, 24x24x8 with back-panel
- Power Supply
- An A-B MicroLogix 1400 PLC
- C-More 10" Color Touchscreen OIT
- Radio, 900MHz radio to replace Existing Radio
- An Industrial VPN Router/Ethernet switch, unmanaged, with cables, to connect the switch to the PLC & OIT
- Uninterruptible Power Supply
- GFCI Receptacle

TPC System Update Services

To include:

Quantity / Description

- | | |
|---|---|
| 1 | Lot of TPC "In-House" CAD schematic engineering documentation of the new PLCs & OITs, PLC/OIT set-up, programming, configuration & test services |
| 1 | Lot of TPC tech travel time and "On-Site" services (remove existing PLCs & OITs, install, start-up, test, commission and provide OIT navigation operator instruction) |
| 1 | Lot of TPC service tech travel expenses, including vehicle roundtrip mileage (TPC / City of Long Lake) |
| 1 | Lot of TPC Move Auto Dialer Alarming to the Master at Public Works |
| 1 | Lot of all existing Antenna's to be adjusted to the New Master at Public Works where Omni to be mounted with assistance of Public Works |
| 1 | Lot of TPC add C-More APP for access to Master Interface |

The total price for the materials and services, as described herein is \$54,409.00 net to the City of Long Lake, MN, freight allowed to the jobsite.

Following your review, let us know if you have any questions.

If you would like to place an order for this proposed system update, please return a signed and dated copy of this page via e-mail to krimer@tpcusa.com or fax (651-430-0783) to my attention.

Sincerely,

Kenneth Rimer

Accepted by:

The proposal and terms & conditions herein are acknowledged and accepted:

Name/Title

Date

Authorized Signature

Purchase Order No.

Terms and Conditions

ACCEPTANCE: This proposal is an invitation for an offer and will become a binding contract when accepted.

LIMITATION OF PROPOSAL: The prices and terms quoted in this proposal are subject to acceptance by the Purchaser within a period of (30) calendar days from the date herein.

EXCLUSIONS: This proposal is based solely and completely on specifications submitted to Telemetry and Process Controls, Inc. (TPC) at the time of the writing of the proposal. General plans and specification not actually submitted shall not apply. This proposal, together with all annexed specifications, when accepted, shall be the complete agreement between the parties; and any alternations or unusual and undisclosed conditions or deviations from the above specifications involving extra costs shall be agreed upon in writing by both parties and shall become an additional charge over and above the proposal price set forth herein. Delays or impossibility of performance by TPC because of strikes, accidents, or other reasons beyond the control of TPC shall relieve us from all liability herein.

SHIPMENT: Time of shipment shall be as stated in the proposal after receipt of order and acceptance and final approval of all drawings and submittal.

TERMS OF PAYMENT: Terms are Net 30 days, based on rated credit. Otherwise, alternate arrangements must be made. These terms and conditions have control over any terms presented by Buyer, through a purchase order or otherwise. We reserve the right to cancel the contract or cease work if payments thereon are not received when due. 1.5% per month shall be charged on all unpaid balances.

TAXES: The Purchaser shall pay any local, state or federal sales, excise or use tax imposed on the equipment in addition to the prices quoted.

WARRANTY LIMITATION: There are no warranties that extend beyond the warranties herein after expressed.

WARRANTIES: All work shall be done in a workmanlike manner according to standard practices. We warrant performance against defects in materials and workmanship for a period of twelve (12) months from the date of shipment from TPC. We agree to pass on to the Purchaser such warranties, if any, as may be extended by the manufacturer for material supplied. Labor for replacing defective materials shall not be provided by us unless it is specifically spelled out in the proposal. We shall not be responsible for materials damaged, lost or stolen after delivery, through no fault of ours, or for failure to deliver and perform because of reasons beyond our control.

EXCLUSIVE REMEDIES: Remedies are limited to the repair or replacement at FOB point of delivery. Consequential damages are excluded. In no event shall TPC be responsible for consequential damages of any such defective material or workmanship including, but not limited to, the Purchaser's loss of material or profits, increased expenses of operation, downtime or reconstruction of the work, and in no event shall TPC's obligation under this warranty exceed the original contract price of the defective item. It is agreed that any action for breach of express or implied warranty shall be initiated within fifteen (15) months of the date of shipment by TPC and only those defects that are documented to have occurred within twelve (12) months from the date of the equipment's installation and start-up will be covered by the warranty.

DISCLAIMER: TPC will not be responsible for damage to equipment or materials through improper installation, storage, improper services, or through attempts to operate it in excess of its rated capacity or recommended use, intentional or otherwise, by parties other than TPC or its authorized representatives.

CONDITIONS OF SALE: Prices quoted are those now in effect. Seller reserves the right to bill at the prices in effect at the time of shipment if the proposal is not accepted in writing within thirty (30) days, unless a longer term of validity is in writing on the proposal.

LIMITATIONS OF LIABILITY

A. Neither Seller nor its suppliers of any tier will be liable to Purchaser, whether in contract, in tort (including negligence and strict liability), under any warranty or otherwise, for any special, indirect, incidental, or consequential loss or damage whatsoever, or for loss of or to the plant, loss of use of equipment or power system, cost of capital, loss of profits or revenue or the loss of use thereof, cost of environmental damage or clean-up, or claims of customers of Purchaser. The remedies set forth herein are exclusive, and the total cumulative liability of seller and its suppliers under any purchase order or any act or omission in connection therewith or related thereto, whether in contract, in tort (including negligence and strict liability), under any warranty, or otherwise, will be limited to the price of the contract.

B. The provisions of this Article shall survive termination, cancellation or expiration of the purchase order and shall apply, notwithstanding any other provisions of this Agreement or any related document thereto, to the fullest extent permitted by law. Prior to the transfer of any equipment or material furnished or for which work is furnished hereunder from the project site (except temporarily for repair work or permanently for disposal), or the transfer of any interest therein or in the plant, Purchaser shall

obtain for Seller written assurances from the transferee of limitation of and protection against liability following the proposed transfer at least equivalent to that afforded seller and its suppliers under the purchase order.

