

Customer: City of Tomball, TX
 Project: Water Plant Scada Project
 A&I Quote #: Q24-131136, Rev. 2



Reseller: Red River Technology LLC (#230105)

November 12, 2024

Quote Expiration

January 11, 2025

Bill of Materials and Labor

Qty	Tag/Loop	Description
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Water Plant Scada Project

BL Technology, LLC. (an Inframark A&I Company) is pleased to offer our professional services for the instrumentation and controls for the Water Plant Scada for the City of Tomball, TX.

Scope of Work:

Provide engineering and integration services for the design, manufacturing and programming of all the equipment identified and provided below for the Water Plant Scada project.

Notes: The telemetry solution will be cellular-based, utilizing Cradlepoint cellular modems. The modems will be added to the City's existing cellular plan, and the city will need to provide provisioned SIMs with static IP addresses.

The existing flow meters at these sites are in various states of repair. The current scope does not include any work on these flow meters. BL Technology is happy to work with the City to evaluate each flow meter's current state and make recommendations on what needs to be done to add operational flow meters to the system. If desired, we propose doing this on a time and material basis to save the city money.

It is strongly advised that the SCADA network be a physically separate network, or as a minimum, a separate VLAN on an existing network.

A firewall is also strongly recommended for any inter-network connectivity, secure remote access of remote clients and secure remote support. This scope of supply does not include a firewall, but could be added if desired.



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SCADA SOFTWARE

1		Trihedral VTSCADA - Dual Server Premium 5,000 Tag Development & Runtime Redundancy I/O Drivers Unlimited Clients Graphics Security Alarm Notification Historical Data Management Reporting SupportPlus Technical Support and Product Updates 1st Year - 24/7 Emergency Support
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Notes: BL Technology will setup and configure VTScada for the associated water sites listed below. This includes new high definition graphics and a state of the art user interface. Recommended server requirements will be provided to ensure optimal virtual machine and server configuration by the City.

This scope does not include any computer or server hardware. It is understood the City has available server workspace to host the 2 VTScada server instances and all client hardware.

CONTROL PANELS

1	CTU	Central Telemetry Unit Enclosure: NEMA 12, Painted Steel, Wall Mount Enclosure Size: 30" H x 24" W x 12" D Communications: Cellular Radio Primary Power: 120VAC Backup Power: Battery Backup with two (2) 9 AH Batteries Standard Features: AC Power Surge Protector LED Light Fixture (mounts in top of panel) GFI Utility Outlet Optional Features: Bulkhead-mounted RF Surge Protector 3-point Door Latch, Padlockable Ethernet Switch, Managed
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Note: This panel will need to be mounted in a location that is convenient to get the cellular antenna outside of the building and for CAT6 connectivity to the switch that is connected to the VTScada servers and any local clients.



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1	RTU-PST	<p>Pine Street Water Tank RTU Enclosure: Reuse Existing Enclosures (Replace Subpanels) PLC Manufacturer: Allen Bradley Communications: Cellular Radio Primary Power: 120VAC Backup Power: Battery Backup with two (2) 9 AH Batteries Standard Features: AC Power Surge Protector Optional Features: Bulkhead-mounted RF Surge Protector Ethernet Switch, Unmanaged</p>
<p>Notes: The existing PLC and termination enclosures will be reused. The subpanels will be replaced and field terminations re-landed.</p> <p>To get the best cell reception, the cell antenna will need to be mounted outside the tank shroud.</p>		
1	RTU-PSPS	<p>Pine Street Pump Station RTU Enclosure: Reuse Existing Enclosure (Replace Subpanel) PLC Manufacturer: Allen Bradley Communications: Cellular Radio Primary Power: 120VAC Backup Power: Battery Backup with two (2) 9 AH Batteries Standard Features: AC Power Surge Protector Optional Features: Bulkhead-mounted RF Surge Protector Ethernet Switch, Unmanaged</p>
<p>Note: The existing radio enclosure will be reused. The subpanel will be replaced and field terminations re-landed.</p>		
1	RTU-SSP	<p>School Street Pump RTU Enclosure: NEMA 4X, #304 Stainless Steel Enclosure Size: 30" H x 24" W x 12" D Solar Heat Protection: Powder-coated White Finish PLC Manufacturer: Allen Bradley Available I/O: 14 DI, 10 DO, 8 AI, 0 AO Wired I/O: 14 DI, 8 DO, 4 AI, 0 AO Operator Interface Terminal: Not Included Communications: Cellular Radio Primary Power: 120VAC Backup Power: Battery Backup with two (2) 9 AH Batteries Standard Features: AC Power Surge Protector LED Light Fixture (mounts in top of panel) GFI Utility Outlet RTU Door Limit Switch</p>



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Digital I/O Surge Protection: Indicating Interposing Relays
 Analog I/O Surge Protection: MR Kamikaze II Analog Surge Protector
 Optional Features:
 Heater & Thermostat
 Bulkhead-mounted RF Surge Protector
 3-point Door Latch, Padlockable
 Ethernet Switch, Unmanaged

Note: A new RTU panel will be installed in this location.

1	RTU-UT	Ulrich Water Tank RTU Enclosure: Reuse Existing Enclosure & Subpanel PLC Manufacturer: Allen Bradley Communications: Cellular Radio Optional Features: Bulkhead-mounted RF Surge Protector Ethernet Switch, Unmanaged
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Note: The existing PLC enclosure and subpanel will be reused. A new PLC, cellular modem, and antenna will be installed.

1	RTU-15902	WTP 15902 RTU Enclosure: Reuse Existing Enclosure & Subpanel PLC Manufacturer: Allen Bradley Communications: Cellular Radio Optional Features: Bulkhead-mounted RF Surge Protector Ethernet Switch, Unmanaged
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Notes: The existing PLC enclosure and subpanel will be reused. A new PLC, cellular modem, and antenna will be installed. To get the best cell reception, the cell antenna will need to be mounted outside the building.

We will configure the computer located at this location to be a VTScada client. This location will need remote network access to the VTScada servers. This scope only includes the configuration and setup of this functionality and assumes proper network connectivity by the City.

Project Labor

One Lot **Project Management, Project Engineering, Electrical Design, Drafting & Administrative Labor** (including Travel & Living expenses) as required to execute the above referenced scope of supply.

One Lot **IT & OT Labor** (including Travel & Living expenses) as required to execute the above referenced scope of supply.



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One Lot		HMI Applications & Graphics Labor (including Travel & Living expenses) as required to execute the above referenced scope of supply.
One Lot		PLC Applications Labor (including Travel & Living expenses) as required to execute the above referenced scope of supply.
One Lot		Field Service Labor (including Travel & Living expenses) as required to execute the above referenced scope of supply.
One Lot		Electrical Installation/Terminations Labor (including Travel & Living expenses) as required to execute the above referenced scope of supply.
1 Year		Onsite Comprehensive Warranty (including Travel & Living expenses)
One Lot		Freight

MSRP of Project: \$191,668.37

TIP Cooperative Discount (2%): \$3,833.37

Subtotal of Project: \$187,835.00

State Sales Tax - NOT INCLUDED: \$

Total Project Cost: \$187,835.00

General Notes:

- A *** Sales Representation ***
 Tim Milberger is the Inframark A&I Regional Sales Manager. Tim can be reached at 832-698-8000 (Office), 254-400-8002 (Cell) and timothy.milberger@inframark.com.
- B *** Technical Questions ***
 For technical or scope of supply questions contact David B. Foster, the Inframark A&I Director of Estimating. David can be reached at 678-325-2828 (Office), 770-519-1293 (Cell) and dfoster@inframark.com.
- C *** Installation of Conduit and Wire ***
 This quotation **DOES NOT INCLUDE** the supply or physical installation of conduit or wire unless specifically noted above.
- D *** Equipment Installation ***
 This quotation **INCLUDES** physical installation of control panels and antennas specifically noted above.
- E *** Wiring Terminations ***
 This quotation **INCLUDES** field or panel terminations of signal or power wires



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F	* Fiber Optics Cable *	This quotation DOES NOT INCLUDE the supply or physical installation of Fiber Optic Cable.
G	* Fiber Optic Cable Termination *	This quotation DOES NOT INCLUDE termination or testing of fiber optics cable.
H	* Coaxial Cable Installation *	This quotation DOES NOT INCLUDE the physical installation of coaxial cable or other related components.
I	* Installation of Communications Towers or Poles *	This quotation DOES NOT INCLUDE the supply or physical installation of Communication Towers or Poles.
J	* Contractor License Information *	
K	* Order Information *	<p>Email PO & Vendor Quote To: TIPSPO@TIPS-USA.COM</p> <p>Please make PO to: BL Technology, LLC.</p> <p>PO and Quote must reference vendor's TIP's contract number (#230105). Attach PO as a PDF only. One PO (With Quote) per attachment.</p>
L	* Terms and Conditions *	Inframark, LLC A&I Division Terms and Conditions of Sale apply to any order resulting from this quotation and are provided below.
M.	* Performance & Payment Bonds *	If you desire Performance and Payment Bonds for this project, please let our local sales representative know and we will provide you with an adder for the cost of these bonds.

Revision Notes:

- Rev. 0 First Issue - 2024-08-21 - DBF
- Rev. 1 Revised to utilize Allen Bradley PLCs - 2024-08-23 - DBF
- Rev. 2 Update for TIP Procurement - 2024-11-12 - DBF



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**INFRAMARK, LLC
 A&I DIVISION TERMS AND CONDITIONS OF SALE**

- 1. Performance of Obligations.** The manner in which INFRAMARK’s obligations are to be performed and the specific hours during which the obligations are to be performed shall be determined solely by INFRAMARK. INFRAMARK shall supply at INFRAMARK’s expense any instrumentalities required by INFRAMARK for the performance of INFRAMARK’s obligations hereunder.
- 2. Term.** The term of this Agreement will commence on the date the last of the parties’ executes this Agreement and continue until all obligations of the Parties hereunder are completed or is otherwise terminated in accordance with paragraph 11 of this Agreement.
- 3. Compensation.** The compensation due to INFRAMARK from Client shall be as stated on the applicable Purchase Order or Quote. Any amount due from Client hereunder which is not paid when due shall bear interest at a rate equal to 1.5% per month, 18% per annum, (but in no event more than the maximum rate permitted by law) from the date due until paid. Compensation paid pursuant to this Agreement shall not be subject to the customary withholding of income taxes and other employment taxes. INFRAMARK shall be solely responsible for reporting and paying any such taxes. Client shall notify Operator of any dispute with an invoice within ten (10) business days from receipt of said invoice. In the event that Client has a dispute with any charges, all undisputed charges on said invoice(s) will be due in accordance with the above times and the Parties shall negotiate in good faith to resolve any such dispute in a timely manner. If there is a change in law, change in the interpretation of law, or other factor which causes an increase in INFRAMARK’s cost of providing the Services, INFRAMARK may provide notice to the Client and the parties shall negotiate in good faith to adjust the compensation to account for such change in INFRAMARK’s costs. If the parties are unable to reach a negotiated agreement within thirty (30) days of the date of notice, then the contract may be terminated immediately by INFRAMARK.
- 4. Indemnification and Release.** EACH PARTY SHALL INDEMNIFY, DEFEND, AND HOLD THE OTHER, AND ITS PARENTS, SUBSIDIARIES, AFFILIATES, OFFICERS, EMPLOYEES, AND LICENSORS, HARMLESS FROM ANY AND ALL CLAIMS, DEMANDS, ACTIONS, DAMAGES, LOSSES, LIABILITY, COSTS, AND EXPENSES, INCLUDING ACTUAL ATTORNEY FEES, BROUGHT BY ANY THIRD PARTY FOR BODILY INJURY, INCLUDING DEATH, OR PROPERTY DAMAGE, TO THE EXTENT CAUSED BY OR ARISING OUT OF THE INDEMNIFYING PARTY’S, OR ITS EMPLOYEES’, SUBCONTRACTORS’ OR AGENTS’ NEGLIGENCE.
- 5. Warranty:** INFRAMARK warrants to the Client that: (i) the Services will be performed by appropriately qualified, trained, experienced, and when applicable licensed and/or certified personnel, with due care, skill and diligence, and in accordance with all terms of this agreement, applicable law and industry standards. INFRAMARK warrants the products shall conform to the description contained in this agreement and be free from defects in material and workmanship for a period of one (1) year from the date the products are initially placed in operation, or 18 months from when the products are shipped, whichever occurs first, provided that the products are stored, maintained and operated so as to protect the products from harm or damage due to any cause but not limited to fire, water, inclement weather, lightning, extreme temperatures, and not subjected to misuse, neglect or accident. Upon prompt written notice of and determination that such defect is covered under the foregoing warranty, INFRAMARK’s responsibility is limited to correction of the defect by, at INFRAMARK’s option, repair or replacement of the defective part, parts, or services. **Unless stated elsewhere herein, INFRAMARK provides no warranty of product performance or process results. The foregoing warranties are exclusive and INFRAMARK hereby disclaims all other warranties of any kind, including any implied warranty of merchantability or fitness for a particular purpose.** The warranties provided herein shall not apply to any Client product which shall have been; (a) repaired or altered other than by Client or the Client’s personnel, representatives, or agents; (b) subjected to physical or electrical abuse or misuse; or (c) operated in any manner inconsistent with the applicable Client instructions for use.
- 6. Shipment and Loss or Damage to Goods and Materials:** All shipments will be made F.O.B. shipping point unless otherwise specified herein. In the absence of specific instructions, INFRAMARK will select the carrier. Title to and risk of loss for the material shall pass to the Client upon delivery to the carrier or delivery service. Materials held for the Client or stored for the Client shall be at the risk and expense of the Client. Title and risk of loss for all parts, materials, and equipment provided hereunder shall pass when such parts, materials, and equipment are shipped.
- 7. Software.** Software created on this project by INFRAMARK is owned by INFRAMARK. If noted in the scope of work, INFRAMARK may authorize use of this software inside the Client’s organization only. Authorized use includes ability to modify the software, by the Client at the Client’s risk. Under no circumstance is the Client, agent or third-party contractor of the Client authorized to distribute or use software created by INFRAMARK at locations other than the Client’s facilities.
- 8. Limitation on Damages.** In no event shall either Party be liable under any circumstances for any special, consequential, indirect, or incidental damages arising out of or in any way connected with this Agreement or the services provided, including, but not limited to, damages for lost profits, anticipated sales, compensation, reimbursement, good will for expenditures, investments, leases, or any other commitments in connection with the business of Client, or damages to third parties. Except for liability arising out of INFRAMARK’S gross negligence or willful misconduct, INFRAMARK’s total liability for any cause shall be limited to the compensation paid to INFRAMARK by the Client under this Agreement.



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9. Cyber Security. INFRAMARK shall not be liable for any liabilities, losses, damages, expenses, fines, or penalties incurred by the Client or any third party as a result of a data security breach or other cyber security breach to the Client's computer systems, operating systems, and all other technological or information systems related to the Services provided hereunder, except to the extent such liability, loss, damage, expense, fine, or penalty is the direct result of INFRAMARK's willful or negligent acts or omissions.

10. Client Information. If any information, opinions, recommendations, advice, or other work product or any data, information, procedures, charts, spreadsheets, logs, instruments, documents, plans, designs, specifications, operating manuals and specifications, customer data, billing information, regulatory filings, permits, authorizations, licenses, operation and maintenance records, or other records are provided by the Client or any third party acting on behalf the Client are provide to and used or relied on by INFRAMARK, INFRAMARK shall not be liable for any damages resulting directly or indirectly from such use and reliance.

11. No Third-Party Beneficiary. It is the explicit intention of the parties hereto, that no person or entity, other than the parties, is or shall be entitled to bring any action to enforce any provision of this Agreement against either of the parties, and the covenants, undertakings, and agreements set forth in this Agreement shall be solely for the benefit of and shall be enforceable only by the parties hereto or their respective permitted successors or assigns hereunder.

12. Termination. This agreement may be terminated by INFRAMARK, in whole or in part, (a) whenever Client defaults in its performance in any manner and fails to remedy same within ten (10) days after receipt of notice setting forth the default. In the event of such termination, Client shall pay INFRAMARK for all services performed and all parts, materials, and equipment ordered by INFRAMARK up to the effective date of termination. Client may terminate this agreement if INFRAMARK is in default, provided that Client has provided INFRAMARK with written notice, including sufficient information regarding the alleged default, and INFRAMARK shall have thirty (30) days from the date of written notice to cure any such default.

13. Independent Contractor. The parties acknowledge that INFRAMARK is an independent contractor and is not an agent, partner, joint venturer, nor employee Client. Nothing shall operate to change or alter that relationship except further agreement between the parties in writing and specifically addressing the issue. Neither party shall have authority to bind or otherwise obligate the other in any manner nor shall either party represent to anyone that it has a right to do so.

14. Force Majeure. Under no circumstances shall either party be held liable for any delay or failure in performance resulting directly or indirectly by acts of nature, forces, or causes beyond its reasonable control, including, without limitation: internet, computer equipment, telecommunication equipment, other equipment, or electrical power failures; riots; insurrections; pandemics/epidemics; civil disturbances; fires; floods; storms; explosions; acts of God; war; governmental actions; actions, embargoes or blockades in effect on or after the date of this Agreement; orders or law of domestic or foreign courts or tribunals or other governmental authorities; loss of or fluctuations in heat, light, or air conditioning; or strikes, labor stoppages or slowdowns or other industrial disturbances, other than those involving the affected parties employees.

15. Binding Agreement. The provisions of this Agreement shall be binding upon and inure to the benefit of the heirs, personal representatives, successors, and assigns of the parties. Any provision hereof which imposes upon a party an obligation after termination or expiration of this Agreement shall survive termination or expiration hereof and be binding upon the party.

16. Choice of Law. The laws of the State of in which the work is performed shall govern the validity, performance, construction, and enforcement of this Agreement without regard to choice of law provisions. No litigation concerning a dispute or arising out of this agreement may be commenced by Client more than one year after completion of work by INFRAMARK.

17. Mediation and Arbitration. If any controversy or claim arising out of this Agreement cannot be settled by the Parties hereto through good faith discussions, the Parties shall mediate their dispute before a mediator acceptable to both parties. If they cannot agree on a mediator, they shall ask the Director of the Federal Mediation and Conciliation Service to nominate a mediator. The parties shall bear their own costs of the mediation, but the parties shall share equally the costs of the mediator and the mediation facilities. If the controversy or claim cannot be resolved through mediation, the controversy or claim shall be settled by arbitration in accordance with the rules of the American Arbitration Association then in effect. Any such controversy or claim shall be arbitrated on an individual basis and shall not be consolidated in any arbitration with any claim or controversy of any other party unless otherwise agreed by the Parties.

18. Amendment. This Agreement may only be altered or amended in an instrument, in writing, signed by all the parties hereto.

19. Waiver. No waiver of any provision of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

20. Severability. The invalidity of any portion of this Agreement will and shall not be deemed to affect the validity of any other provision. In the event that any provision of this Agreement is held to be invalid, the parties agree that the remaining provisions shall be deemed to be in full force and effect as if they had been executed by both parties subsequent to the expungement of the invalid provision.



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21. Non-Solicitation. Neither party may actively solicit, for hire, the employees of the other party during the term of this Agreement or for one year following the termination of this Agreement.

22. Assignment. This Agreement shall not be assigned by either party without the prior written consent of the other party, which consent shall not be unreasonably withheld, unless such assignment shall be to a parent, subsidiary, affiliate, or successor of either Party.

23. Notice. All notices will be in writing and shall be deemed given when delivered in person or mailed by certified or registered mail, return receipt required, with postage prepaid. Notices required to be given to the parties by each other will be addressed to the parties at the address set forth on the first page of this Agreement.

24. Entire Agreement. This Agreement constitutes the entire agreement between the parties pertaining to its subject matter and supersedes all prior contemporaneous agreements, representations, and understandings of the parties.

25. Counterparts and Copies. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original. An electronic copy or photocopy of this Agreement containing electronic copies or photocopies of the signatures or initials of any Party shall be binding.

Acceptance of Quote:

We have read and understand all pages of this agreement and hereby acknowledge receipt of a copy hereof and realize the attached INFRAMARK, LLC A&I DIVISION TERMS AND CONDITIONS OF SALE are part of this agreement. You are authorized to complete the work as specified.

WITNESS OUR SIGNATURES, this the ____ day of _____, 20____.

OWNER/CONTRACTOR:

Company Name: _____

Signed by: _____

Print Name: _____ Title: _____

FOR _____:

Signed by: _____

Print Name: _____ Title: _____

