

Proposal

Sold To: City of Blaine
 Jon Haukaas
 1801 101st Ave NE
 Blaine, MN 55449
 United States

Phone:
Fax:
Email: jhaukaas@blainemn.gov

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CO - Lift Station Connectivity Corrections

The following proposal outlines the necessary items for the addition of mobile enabled routers for various lift stations that have limited or low connectivity with the existing/new Scada network. We will add routers and configure with City provided SIM cards and data plan for connectivity to the City-wide access control system..

This change affects only the sites currently experiencing issues that are confirmed by the scada network company not to improve such as.....

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Date	Quote Valid For
07/05/21	30 days

Quote #	Rep	Terms
PTDQ28868	Tim Ferrian	Net 30 days

Line	Qty	Description	Unit Price	Ext. Price
1	17	CRADLEPOINT NETCLOUD ESSENTIAL MOBILE ROUTER (PRIME) IBR900LP6-NA - SUBSCRIPTION 1	\$923.08	\$15,692.36
2	17	MISC MATERIALS, CONNECTORS, ETC.	\$61.82	\$1,050.94
3	1	MATERIAL ACQUISTION AND SHIPPING	\$23.08	\$23.08
4	1	ONE YEAR WARRANTY	\$300.00	\$300.00
5	80	STATE CONTRACT- INSTALLATION AND PROGRAMMING	\$102.00	\$8,160.00
6	4	PROJECT MANAGMENT - SCHEDULE, MOBILIZE, AND QC	\$102.00	\$408.00

Statement of Work

1. PTD to provide the solution described above.
2. Proposal follows state contract S-813(5) guidelines.

Exclusions

1. City of Blaine to provide cellular enabled sim cards.

.....
Thank you again for giving me the opportunity to provide you with this information. If you should need any further clarification or assistance, don't hesitate to contact me! To proceed with the proposal, please sign the Proposal Acceptance portion of the proposal and return to me.

Tim Ferrian
5929 Baker Road, Suite 400
Minnetonka, MN 55345
Email tferrian@pro-tecdesign.com
Office (763) 231-8617
Cell (763) 370-7115
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PROPOSAL ACCEPTANCE

CO - Lift Station Connectivity Corrections

PTDQ28868 7/5/2021

City of Blaine

Jon Haukaas
1801 101st Ave NE
Blaine, MN 55449
United States

City of Blaine

Printed Name and Title: _____

Signature: _____ Date: _____

PO# / Reference # (optional): _____

Pro-Tec Design, Inc.

Printed Name and Title: *Tim Ferrian* *Senior Business Development Manager* _____

Signature: _____ Date: 7/8/2021 _____

Standard Terms and Conditions

FINANCIAL

1. No provisions of this Proposal/Contract shall serve to void our rights under Mechanics' Lien Laws.
2. We do not accept back charges that have not been previously agreed to by us in writing.
3. Late payments of 60 days or more will bear interest at the standard prevailing commercial rate
4. Unless otherwise specified, you will be billed for 30% of the project total immediately after the receipt of an order. Prompt payment is required to order parts and cover other costs associated with project start-up.
5. Progress billings will be issued monthly and unless specified in a separate contract all payments are due net 30.
6. Nothing in this Proposal/Contract shall be construed to require us to continue performance of work if we do not receive timely payment for properly performed work and suitably stored materials.
7. We retain title to all equipment until installation is complete and all payments due Pro-Tec Design have been paid in full. We reserve the right to retake possession of the same or any part thereof at your cost if default is made by you in any payment. If customer fails to follow the payment schedule(s) above or if Pro-Tec Design anticipates Customer may be unable to perform hereunder, Pro-Tec Design may terminate this contract, defer, discontinue or suspend work, or demand adequate assurance of Customer's performance. If a Customer's account must be placed with an attorney for collection, whether a lawsuit is filed or otherwise, or if the services of an attorney are required to protect Pro-Tec Design's interest, Customer agrees to pay all collection costs, including reasonable attorney's fees.
8. Alterations or modifications of the original quotation or specifications, including changes in quantity, material, design or other features, must be communicated in writing by Customer to Pro-Tec Design and accepted by Pro-Tec Design in writing, it being understood any change may increase prices. Customer shall be liable for an reimburse Pro-Tec Design for any and all work in process at the time of Pro-Tec Design's receipt of notice of changes.

SITE CONDITIONS AND WORK PERFORMANCE

9. We are not responsible for protection of our work in place.
10. We will dispose of debris created by our work into Owner-furnished trash bins or container at the site.
11. You shall furnish and make available to us at the site reasonable storage and parking facilities, and convenient delivery access to our work.
12. You shall provide uncluttered and safe access for us to perform our work. The schedule of any other contractors involved in this project shall be made in consultation with us, and unless otherwise agreed to, shall provide time for us to perform our work on an 8-hour day, 40-hour week basis. This Proposal/Contract does not include provision for our being required to perform overtime work for any reasons unless otherwise stated. An additional charge to the contract shall be made for any mutually agreed upon overtime.
13. We are not responsible for delays or defaults that are occasioned by causes of any kind beyond our control, including but not limited to delays or defaults of Architects, the Owner, the Contractor, any Subcontractors, other third parties, civil disorders, labor disputes, and Acts of God. We shall be entitled to equitable adjustment for delays caused by any Architect, Engineer, Contractor, or Owner.
14. If any drawings, illustrations, or descriptive matter are furnished with this Proposal/Contract, they are approximate and submitted only to show the general style, arrangement, and dimensions of equipment offered.
15. All work will be done during standard business hours, Monday through Friday unless otherwise noted.

WARRANTY

16. No liquidated damages will be due.
17. THERE ARE NO WARRANTIES THAT EXTEND BEYOND PRO-TEC DESIGN'S STATED SPECIFICATIONS. PRO-TEC SPECIFICALLY EXCLUDES ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, IMPLIED WARRANTY OF FITNESS, IMPLIED WARRANTY OF DESIGN, AND ALL OTHER IMPLIED WARRANTIES. Customer's sole remedy in any action at law based hereunder (other than an action based on breach of warranty, which warranties are expressly excluded except as set forth herein) shall be limited to the repair or replacement of nonconforming goods or parts, or, at Pro-Tec Design's option, refund of the applicable quote. IN NO EVENT SHALL PRO-TEC DESIGN BE RESPONSIBLE FOR ANY CONSEQUENTIAL OR ECONOMIC DAMAGES OR LOSS, LOST PROFITS OR CONSEQUENTIAL DAMAGES FOR PERSONAL INJURY. CUSTOMER AGREES THAT THIS PROVISION IS CONSCIONABLE.
18. Pro-Tec Design will warranty the labor and materials covered under this quotation for one year from the date of first beneficial use of the system provided the Owner is current in their payments to Pro-Tec Design, Inc. Accounts that are not current shall not receive warranty work until said accounts are made current. Pro-Tec Design will respond during normal business hours Monday through Friday. Weekends, Holidays and after hours warranty support will be billable at standard overtime rates. Warranty does not include replacement or repair of equipment damaged by Misuse, Negligence, Over or Under Voltage, or "Acts of God" such as lightning or other weather related incidents. Warranty only covers the repair or replacement of any parts supplied by Pro-Tec and any labor and travel to and from the site to execute said repairs for one (1) year from the date the Owner has beneficial use of the system. No warranty is extended to not in contract (NIC) equipment. NIC equipment is defined as any equipment not supplied by Pro-Tec or existing equipment that is re-used. The troubleshooting, repair or replacement of NIC equipment will be provided by Pro-Tec at a time and materials basis.
19. Pro-Tec Design is not an insurer of Customer's risks and exposures, Pro-Tec shall not be liable for any failure to perform under this Agreement due to any "Act of God," "Force Majeure," of another cause beyond Pro-Tec Design's control. Pro-Tec Design shall not be liable for any loss or damage caused in whole or in part from negligence, fault, or wrongful act of Customer or of any third persons or parties. Services provided under this Agreement are for the sole benefit of the Customer and no rights are, or may be, conferred on any other party as a third-party beneficiary, by transfer or assignment, or otherwise. Pro-Tec Design's total liability is limited to the contract price; as matter of law, this limitation does not apply to fraud, willful injury, or willful violation of the law.

OTHER

20. This Proposal/Contract, including the provisions printed above and any specifications or other provisions attached hereto, when accepted by you and Pro-Tec Design shall constitute the Contract between us, and all prior representations or agreements not incorporated herein are superseded. Any terms or conditions contained in any Customer proposal/contract/purchase order are expressly rejected and shall not bind Pro-Tec Design or affect or invalidate any terms contained herein. Terms and conditions herein shall not be modified except upon Pro-Tec Design's express written agreement.
21. This Proposal/Contract shall be interpreted and governed by the laws of the State of Minnesota. Any disputes arising out of business conducted hereunder shall be venued in the district court of the State of Minnesota. In case of dispute, the prevailing party shall be awarded reasonable attorney's fees.
22. The design and/or intent of the items listed in this system specification is considered intellectual property and owned by Pro-Tec Design and will not be disclosed to any party other than those intended by Pro-Tec Design. Disclosure of this design/intent will subject the discloser to Consultant Fees equivalent of the above listed design/build quotation.
23. Customer agrees that during the term of this contract and for two years following termination, they will not directly or indirectly solicit for hire nor contract for services any employee who performs services hereunder without Pro-Tec Design's written consent
24. This proposal and any documents associated with it supersede any prior verbal or written information provided.