

## LETTER OF AGREEMENT

This is a Letter of Agreement (“Agreement”) between the City of Killeen (referred to herein as “City”) and Control Panels USA Inc. (referred to herein as “Contractor”), collectively the “Parties”. This Agreement is made this \_\_\_ day of \_\_\_\_\_ 2022.

Date

In consideration of the premises and of the mutual covenants and agreements contained in this Agreement, the Parties hereby agree as follows:

Scope of Agreement. The purpose of this Agreement is to enlist the services of Contractor to: Install, configure, and commission WIN-911 Alarm Notification software services, Dream Report Industrial Reporting services, and citywide wireless broadband communication system upgrade services as outlined in the attached quote (the “Project”).

Term of Agreement. This Agreement shall commence on the \_\_\_ day of \_\_\_\_\_ 2022 and terminate 365 calendar days after commencement of work on the Project.

Date

Consideration. Contractor agrees to provide the services stated above:

\_\_\_ at the rate of \$ \_\_\_\_\_ per hour; or

X for the unit costs in the attached quote not to exceed \$185,000.

Independent Contractor. Contractor shall act as an Independent Contractor. Under no circumstances shall Contractor be deemed an employee or partner of Owner.

Applicable Laws: Contractor shall follow all applicable local, State, and Federal laws, regulations, and requirements for the abatement and disposal of lead, asbestos, and other routinely encountered hazardous substances. If any unusual substances or extraordinary amounts of the aforementioned substances are encountered, the Contractor will contact the City to contact the State and the relevant agency with authority for regulation of the substance.

Standard of Care. The standard of care for all professional engineering and related services performed or furnished by Contractor under this Agreement will be the care and skill ordinarily used by members of the Contractor’s profession practicing under similar circumstances at the same time and in the same locality.

Insurance. Contractor shall procure and maintain insurance in the following amounts:

Worker’s Compensation	Statutory
Automobile Liability	\$500,000 Combined single Limit for each accident (Bodily injury and property damage).

General Liability

\$1,000,000 each occurrence (Bodily injury and property damage).

On all policies, except Worker's Compensation, City shall be listed as an additional insured with a full waiver of subrogation. A certificate of coverage shall be provided to the City prior to commencing work on the Project.

Subcontracts and Assignments. Contractor's rights and obligations hereunder are deemed to be personal and may not be transferred or assigned. Any assignments shall be void and of no effect.

Indemnification. To the fullest extent permitted by law, City or Contractor, as applicable, shall indemnify and hold harmless the other party, and the other party's officers, directors, partners and employees from and against any and all costs, losses and damages (including, without limitation, all fees and charges of attorneys and other professionals, and all court or dispute resolutions costs) caused by the negligent acts or omissions of the City or Contractor, as applicable, or their respective officers, directors, partners, employees and consultants with respect to the performance under this Agreement or the Project.

Termination. This Agreement may be terminated by either party for cause upon thirty (30) calendar days' written notice, provided such cause cannot be reasonably cured within such thirty (30) day period. City may terminate this Agreement for convenience effective upon receipt of written notice declaring the same and Contractor shall be compensated for all work completed at that time in accordance with this Agreement.

Texas Law. This Agreement shall be subject to and governed by the laws of the State of Texas. The Parties agree that for venue purposes, any and all lawsuits, disputes, or causes of action shall be in Bell County, Texas.

Severability. If any provision of this Agreement shall, for any reason, be held to violate any applicable law, then the invalidity of such a specific provision in this Agreement shall not be held to invalidate the remaining provisions of this Agreement.

Survival. Any provision of this Agreement providing for indemnity, insurance or a duty that necessarily will not be completed until after the expiration or termination of this Agreement shall continue in full force and effect until such a time as all duties have been fully performed.

Non-waiver. Failure to enforce any provision of this Agreement by either party shall not constitute a waiver of that provision for purposes of the subsequent enforcement of that provision or the remainder of this Agreement.

Entire Agreement. This Agreement shall represent the entire agreement by and between the Parties and it may not be changed except by written amendment duly executed by all Parties.

By signing this contract, Contractor hereby verifies that it does not boycott Israel and will not boycott Israel during the term of this contract. Boycotting Israel is defined in Texas Government Code section 808.001 to mean refusing to deal with, terminating business activities with, or taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

**SIGNED, ACCEPTED AND AGREED** To this \_\_\_\_ day of \_\_\_\_\_ 2022, by the undersigned Parties who acknowledge that they have read and understand this Agreement and that the Agreement is issued in accordance with local, State, and Federal laws, and the undersigned Parties hereby execute this legal document voluntarily and of their own free will.

Date

City

Contractor *Control Panels USA Inc.*

\_\_\_\_\_  
Kent Cagle, City Manager hcc  
City of Killeen

*Brian Wetherholt*  
Printed: Brian Wetherholt  
Title: Vice President

Sign Here

Initial Here



Control Panels USA Inc.

"Quality panels that exceed customer expectations."

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## Proposal

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February 8, 2022

Alexander Tucker  
Water & Sewer Dept.  
City of Killeen, TX  
254-501-6306  
[Atucker@killeentexas.gov](mailto:Atucker@killeentexas.gov)

RE: Proposal #21-3127 -SCADA System Upgrade Phase 2

Dear Alex,

Per our previous conversations I am submitting this letter as a proposal to provide the following services for the above referenced project.

### **Proposal Basis**

This Proposal is based on the following information:

- Email conversation with Alex Tucker on 3/24/21
- Emailed budgetary proposal dated March 26, 2020

### **WIN-911 Alarm Notification Software Services**

- One lot of install, configure, and commission WIN-911 Interactive Software integrated with the existing Wonderware InTouch 2014R2. **(All Software to be supplied by City)**
  - One lot of Onsite Software Training by CP USA
- (Note: The City is responsible for the VOIP/SIP phone service, the budgetary cost is normally around \$100.00 a year.)*

### **Dream Report Industrial Reporting Services**

- One lot of install, configure, and commission to the existing Wonderware Historian Server with Dream Report software. **(All Software to be supplied by City)**
- One lot of design of the Dream Report Software User Interface and training to the City personnel.
- One lot of install and verification services of PLC software: Rockwell Software RSLogix500 and Rockwell Software Studio Designer 5000. **(All Software to be supplied by City)**

### **Citywide Radio System Upgrade Services**

The new SCADA System architecture will have Kronos Wireless Radio's that the city currently uses for their traffic control system. **(Note: City to provide Radio Hardware, Antenna, Antenna Cabling, Antenna Mount and configuration software.)**

- One lot of installation, configuration, and verification of the 25 new cellular transceivers
- One lot of programming and configuration of existing local PLC systems
- One lot of programming and configuration of existing SCADA system

- One lot of antenna and cabling inspection at each of the 30 sites. City to be notified of any issues as result of site inspection. No contingency funds has been included in this Proposal to cover discrepancies.

### Pricing

DESCRIPTION	QTY	UNIT PRICE	EXTENDED PRICE	LEAD TIME
WIN-911 Alarm Notification Software Services	1	Lump Sum	\$47,000.00	3-4 weeks ARO
Dream Report Industrial Reporting Services	1	Lump Sum	\$19,000.00	3-4 weeks ARO
Citywide Radio System Upgrade Services	1	Lump Sum	\$119,000.00	4-6 weeks ARO
<b>Grand Total</b>			<b>\$185,000.00</b>	

Note: Lead Time begins after receipt of all owner provided materials.

### Proposed Invoicing Schedule

- **100% to be invoiced upon completion of each scope of service described above**

### Warranty

CP USA has included a 1-year warranty on all equipment & workmanship supplied and installed by CP USA.

Warranty effectively begins on the date product ships from CP USA.

### Clarifications

The following are clarifications, exceptions, and/or or assumptions made by Control Panels USA:

- All panel related equipment items listed above are for reference only to help indicate that CP USA fully understands the scope of work. However additional equipment may be included, while some listed items may not be provided based on a more detailed review of any contract drawings, specifications, or requirements to meet intended scope of work.
- CP USA has not included any other major equipment, panels, instruments, or services unless specifically called-out above
- No submittals, as-builts or O&M manuals are included in this Proposal
- Installation of all equipment, instrumentation, and panels shall be by others unless specifically called out above
- All conduit and wire shall be provided and installed by others
- CP USA shall terminate and label all wires within any CP USA provided panels or instrumentation only
- CP USA has not included time to trace wires pulled by others; electrical contractors shall be expected to provide temporary labels on all wires on both ends



- All field wiring shall be provided and terminated by others
- All stands, brackets, as well as instruments shall be mounted by others, but as directed by CP USA to minimize all tubing runs and to ensure all equipment is mounted as required for intended application and performance
- CP USA has not included any fiber optic cable, patch panels, termination of fiber, or testing of fiber
- Any required demolition, or relocation of equipment or instrumentation to be by others
- Pricing does not include any permits, bonds, or taxes of any kind
- All items are FOB at CP USA facility in Austin, Texas
- CP USA does not accept any pay when get paid contracts or clauses. All invoices are due Net 30.
- Any withheld retainage shall be paid upon full completion of CP USA's scope of work and acceptance by Owner. CP USA will not accept any payment of retainage contracts or clauses based upon when General Contractor or other Contractors scope of work is complete and accepted by Owner.
- Should the need arise to cancel an order after receipt of a Purchase Order, CP USA will be entitled to compensation for all work performed, as well as any non-returnable equipment, including overhead and markup, prior to cancelation of order
- This proposal is considered Confidential & Proprietary information of Control Panels USA Inc. It shall only be used by client for consideration of this project. Disclosure to other parties outside of client is prohibited without express written consent by Control Panels USA Inc.

Control Panels USA appreciates the opportunity to provide this control solutions proposal to you. After reviewing please feel free to contact us with questions, comments, or requests for clarification.

Regards,

Danny Burkhalter  
Programmer  
[dburkhalter@controlpanelsusa.net](mailto:dburkhalter@controlpanelsusa.net)  
(512) 863-3224

**Standard Terms and Conditions**

This proposal is valid for 90 days. All items are FOB at CP USA facility located in Austin, Texas, unless shown otherwise above. Any applicable taxes shall be added to invoice. Payment terms are Net 30 days from invoice date unless otherwise indicated above. A late fee will be applied at a rate of 1.5% per month for all overdue payments. The receipt of a purchase order for the above proposal indicates your agreement to these terms. No changes to the above terms can be made without mutual consent in writing.



## Contract Verification

Texas law provides that a governmental entity may not enter into certain contracts for goods and services with a company unless the company provides written verification regarding aspects of the company's business dealings.

- Texas Government Code, Chapter 2271 – the company must verify that it does not boycott Israel and will not boycott Israel during the term of the contract. *Boycott Israel is defined in Government Code Chapter 808.*
- Texas Government Code, Chapter 2274 – the company must verify that it does not boycott energy companies and will not boycott energy companies during the term of the contract. *Boycott energy company is defined in Government Code Chapter 809.*
- Texas Government Code, Chapter 2274 – the company must verify that it does not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of the contract against a firearm entity or firearm trade association. Verification is not required from a sole source provider. *Discriminate, firearm entity and firearm trade association are defined in Government Code Chapter 2274.*

Affected by the above statutes are contracts 1) with a company with ten (10) or more full-time employees, and 2) valued at \$100,000 or more to be paid wholly or partly from public funds. A contract with a sole proprietorship is not included.

By signing below, I verify that the company listed below does not boycott Israel, does not boycott energy companies and does not discriminate against firearms entities or firearm trade associations and will not do so during the term of the contract entered into with the City of Killeen. I further certify that I am authorized by the company listed below to make this verification.



Signature

Bridan Wetherholt

Printed Name

2/17/2022

Date

Control Panels USA Inc

Company Name

Vice President

Title




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\_\_\_\_\_  
Signature

FIDEL GARZA  
Printed Name

2/18/2022  
Date

ITERIS, INC  
Company Name

SALES  
Title