



May 31, 2023

Terrebonne Parish Consolidated Government
P.O. Box 2768
Houma, LA 70361

Reference: BID-DRA-23 Materials and Fabrication of a Type II 2-Pump Telemetry Control Panel with Enclosure

Interlynx Proposal No: 230515DS

Dear Mrs. Gina Bergeron,

Interlynx is pleased to provide a proposal for BID-DRA-23 Materials and Fabrication of a Type II 2-Pump Telemetry Control Panel with Enclosure. Pursuant to the information provided to us, we have developed the following proposal for your consideration. This proposal outlines our complete project overview, our scope of work, our pricing structure, and lists our deliverables included in our final cost.

Project Overview

Interlynx has devised a proposal to procure the required system materials and to assemble and wire the associated materials into a control panel as detailed in the provided drawings, to perform a point-to-point wiring test at our facility, and to be available to attend the witness test at TPCG lab in Gray, LA. once complete. Our scope of work detailed below lists the required components and labor necessary to accomplish this project.

In order to accurately determine a definitive scope of work, certain assumptions have been made. These assumptions are as follows:

1. Interlynx assumes that the information we have received in regard to this project is accurate and complete.
2. Interlynx assumes that the panel assembly and internal wiring will be completed in-house at our facility in New Orleans, LA, and that our point-to-point testing will take place here as well. Interlynx will be available for witness testing and repairs at TPCG lab in Gray, LA. This proposal does not include field labor for witness testing at TPCG lab in Gray, LA.
3. This proposal does not include or account for delays due to issues not related to the work being completed by Interlynx Group, LLC. Any extensive delays beyond the control of Interlynx will be charged on a Time and Material basis.
4. Interlynx assumes that the panel PLC, Smart Relay, and Operator Interface (touchscreen) programming will be accomplished by others.
5. Interlynx assumes that on-site installation will be accomplished by others.
6. No programming software is included in this proposal.



Scope of Work:

Furnishing Materials and Fabrication to Build (5) Telemetry Control Panels

The following Equipment and Components will be provided as detailed in the Specifications and Drawings provided by TPCG:

Reference Supplemental Attachment C – Bill Of Materials

The following services will be associated with all of the above items:

In-house services

1. Procurement and assembly of required components
2. Wiring of required components as detailed in the drawings provided by TPCG
3. Point-to-point shop testing

Deliverables:

Automation Panels

1. Five (5) assembled and wired Type II- 2 Pump Telemetry Control Panels.

Estimated material lead times are listed in attached spreadsheet. Material deliveries cannot be guaranteed and are subject to availability at the time of order.

Clarifications and Exceptions

1. Panels to be F.O.B. TPCG Lab located at 211 Government St. Gray, LA 70359.
2. Additional work beyond the scope of this proposal will be completed at published rates.
3. This proposal does not include labor or travel outside of the areas specified in Clarification and Exception #1 listed above.
4. This proposal excludes any and all materials and wiring external to the panels listed above.
5. This proposal assumes no engineering, design, or drafting on the part of Interlynx Group, LLC is required.
6. This proposal assumes no specific area or division classifications are required for the materials or components such as C1D2 and no special panel ratings are required such as UL508.
7. The field labor estimate includes up to 5 days at TPCG lab for witness testing. Any time beyond this will be cause for a change order.

We are prepared to start on this project immediately upon award.

Interlynx appreciates the opportunity to work with Terrebonne Parish Consolidated Government on this project, and we look forward to further association on future projects.



If you require any further clarification or information, please call me at 504-273-0145, or email me at dscalise@interlynxec.com.

Sincerely,
/s/ David Scalise

David W. Scalise, P.E.
President/ Electrical Engineer

Interlynx Group, L.L.C.
LA State Electrical Contractors License #52348
LA State Electrical Engineering License #3707



Pricing

Reference: BID-DRA-23 Materials and Fabrication of a Type II 2-Pump Telemetry Control Panel with Enclosure

Interlynx Group, LLC Proposal No: 230515DS

<u>Description</u>	<u>Units</u>	<u>Cost Ea.</u>	<u>Extended</u>
1. TPCG Type II- 2 Pump Telemetry Control Panel Inside services as detailed above	5	\$33,675.00	\$33,675.00
Total Cost			<u>\$168,375.00</u>

- The pricing included in this proposal does not include sales tax.
- The pricing included in this proposal is valid for 30 days from the date at the top of this letter.
- Project will be invoiced 65% upon receipt of major materials, 35% upon delivery.
- Payment terms are net 30 days from invoice, with 1.5% interest per 30 days thereafter.



List of Attachments:

Attachment A:

Louisiana Contractors License for Electrical Work - Statewide

Attachment B:

Signature Authorization – Attached Interlynx Group, LLC Annual Report Filing Secretary of State.

Attachment C:

TPCG Bill of Materials with Lead Times



Terms and Conditions

1.0 Direct-Hire Policy

The client acknowledges that Interlynx Group, LLC has incurred substantial costs in the hiring and training of its employees, staff, and personnel. Subsequent to this consideration, the client agrees that at no time during the course of this project or for a period of one year after the termination of this contract or the termination of the employee whether voluntary or otherwise will they approach, solicit or engaging the recruitment or hiring of any person associated with the services at the Facility and employed by Interlynx Group, LLC. The client further agrees that should this policy term be violated, the client will be liable for liquidated damages in the amount of \$180,000 to Interlynx Group, LLC to compensate Interlynx Group, LLC for the damages incurred by this loss of this resource. If mutually agreed upon by Interlynx Group, LLC and client. the hiring of an Interlynx employee associated with the services at the facility may be negotiated.

2.0 Minimum Call-Out

The minimum amount charged for land-based call-out labor will be 6 hours inclusive of travel time whether or not 6 hours of actual labor is incurred. The minimum amount charged for offshore based call-out labor will be 12 hours inclusive of travel time whether or not 12 hours of actual labor is incurred. Any labor beyond the minimum hours will be charged as per the attached rates as incurred.

3.0 Standard Rates

Standard rates apply to labor incurred during normal business hours which are defined as 8:00 a.m. through 5:00 p.m. Monday through Friday excluding Holidays.

4.0 Overtime Rates

Overtime rates will be charged at a rate of 1 -1/2 times the standard rate and apply to labor incurred after normal business hours (defined as 8:00 a.m. through 5:00 p.m. Monday through Friday) including weekends and Holidays (As recognized by Interlynx Group, LLC.)

5.0 Travel

Labor for travel will be billed as incurred at the rates applicable to the time frames in which the travel occurs. Billable time is defined as portal to portal from Interlynx Group, LLC facility in New Orleans, LA to client facility and back.

6.0 Waiting Time

Waiting time is defined as downtime spent at the request of the client in which work cannot be accomplished or completed due to circumstances beyond the control of Interlynx Group, LLC. This includes downtime due to weather, acts of God, job site conditions, or safety concerns. Waiting time will be charged as per the attached rates as incurred.

7.0 Maximum Allowable Safe Working Time

The maximum amount of safe working time is defined as the number of hours in a single 24-hour period that an Interlynx Group, LLC employee is allowed to work (including travel time). For the safety of the employee and the client, the maximum amount of safe working time for an employee of Interlynx Group, LLC is 16 hours within a 24-hour period.

8.0 Safety

Interlynx Group, LLC maintains an Osha Compliant Safety and Drug program as part of their policies. As such, all Interlynx Group, LLC employees are trained in accordance with these procedures and requirements. If at any time during the course of a project an Interlynx Group, LLC employee deems a situation unsafe, observes unsafe behavior, or is concerned for his (or her) safety and/or the safety of others, (he or she) has the right to stop work immediately and refuse continued service. This includes any and all situations in which an Interlynx Group, LLC employee observes the behavior of a client employee or non-Interlynx personnel while on-site at a job location or at a client facility in which said individual or individuals exhibit erratic behavior, signs of substance abuse, or signs of working under the influence of any illegal substances which may pose a risk to themselves or others in the area. The client acknowledges that should an Interlynx Group, LLC employee exercise their right to stop work, Interlynx Group, LLC will not be penalized, and all costs associated with this stoppage will be the responsibility of the client. A copy of the Interlynx Group, LLC Safety Policy is available upon request.



9.0 Insurance

Interlynx Group, LLC shall maintain at all times during the duration of this Agreement the following insurance, at its own expense, with a reputable and financially sound insurance carrier acceptable: (a) Workers Compensation Insurance as required by applicable law; (b) Employer's Liability Insurance with limits not less than \$1,000,000 per occurrence; (c) General Liability Insurance, including products and completed operations coverage, with a minimum combined single limit of not less than \$1,000,000 per occurrence; and (d) Automobile Liability Insurance with limits not less than \$1,000,000 per occurrence. Upon request, Interlynx Group, LLC will provide Client with an insurance certificate from its insurance carriers for each of the required foregoing insurance coverages. Such insurance shall provide for at least thirty (30) days' notice of cancellation to Client.

10.0 Supervision of Work

The Client agrees that the direction and supervision of all Work rest exclusively with the contractor. Any attempt to deal directly with any of Contractor's hired laborers or any other act, which interferes with the completion of the Work under this Agreement shall be a breach of this Agreement.

11.0 Changes or Alterations

This provision applies only to Lump Sum Contracts, as changes to the Scope of Work on a Time and Materials Contract is billed to the Client on a Time and Material Basis. Any and all changes, alterations, additions, subtractions or alternatives to the Scope of Work on a Lump Sum Contract may or may not be in writing, but shall increase or decrease the contract sum to the extent that work is added or subtracted from the Scope of Work.

11.0 Payment: All payment is due date of submitted invoice

Late Charge and Interest on Delinquent Payments: Should the Client fail to make payments as agreed herein, or fail to pay for any change, alteration or extra as provided herein, said delinquent payments or any unpaid portion thereof shall be subject to a late charge in the amount of one hundred and 00/100 (\$100.00) dollars per month, and interest calculated at the rate of twelve (12%) per annum, calculated and compounded daily, until paid, and the Client agrees to pay said late charge and interest directly to the Contractor.

12.0 Attorney's Fees

If the Contractor is required to hire an attorney to enforce this contract, or to represent itself in any capacity with any relation to this Contract, the Client agrees to pay the Contractor's actual attorney's fees if the Contractor is the prevailing party.

13.0 Indemnifications

To the fullest extent permitted by law, the Client shall indemnify, defend and hold harmless Contractor, and its agents, subcontractors, members and employees, from and against any and all claims, damages, losses, and expenses, including but not limited to claims related to attorney's fees, arising out of or related to the Work, including, but not limited to, any and all claims, damages, losses and expenses caused in whole or in part by negligent or wrongful acts or omissions of, including the defects in design by others and the inadequacy of materials and equipment specified and supplied by others, or breach of this Agreement by, the Client, any of its subcontractors, and/or anyone directly or indirectly employed by them and anyone whose acts they are legally responsible.

14.0 Termination of Contract

Should the Work be stopped by any authority for a period of thirty (30) days or more, or should the Work be stopped through the act or neglect of the Client for a period of ten (10) days, or should the Client fail to pay the Contractor any payment when due, then the Contractor may stop Work and/or terminate the Contract and recover from the Client payment for all Work already executed plus all amounts to be charged during the remainder of the Term, plus any loss sustained, including lost profits and damages. The Contractor shall also have the right to terminate this Agreement for its convenience, whereby the Contractor shall be compensated for work performed.

15.0 Limitations

Parties agree that this Agreement does not include (i) the Contractor's installation, mounting or securing of any Owner-supplied equipment; (ii) Instrumentation piping, labor or material; (iii) Any bonding or special Insurance requirements; (iv) Utility fees or charges; (v) Uncontrollable commodity pricing for copper, such that any increases in the price exceeding 3% renders the entire price increase the responsibility of the Client.



16.0 General Provisions

In addition, the following general provisions will apply:

(1) All Work shall be completed in a workmanship like manner; (2) Contractor shall not be liable for any delay due to circumstances beyond its control; (3) Contractor is an independent contractor and not an employee of the Client; (4) Any changes to this Agreement must be signed by both Contractor and Client; (5) Contractor may at its discretion engage subcontractors to perform work hereunder, provided Contractor is responsible for payment to the subcontractor and remains responsible for this Contract; (6) Client is responsible for all personal property at the Site, and Contractor will not be held liable for any personal property damaged, stolen, lost and/or otherwise affected during the Term; (7) This contract shall be governed by the laws of the State of Louisiana; (8) The Contractor will work during normal working hours, between 7 AM and 3:30 PM, Monday through Friday, and not overtime or outside of these hours of business; (9) This written Contract is the entire Agreement between the Parties; and (10) Any provisions of the Contract, if declared invalid, shall not affect the validity of the remainder of this Agreement.

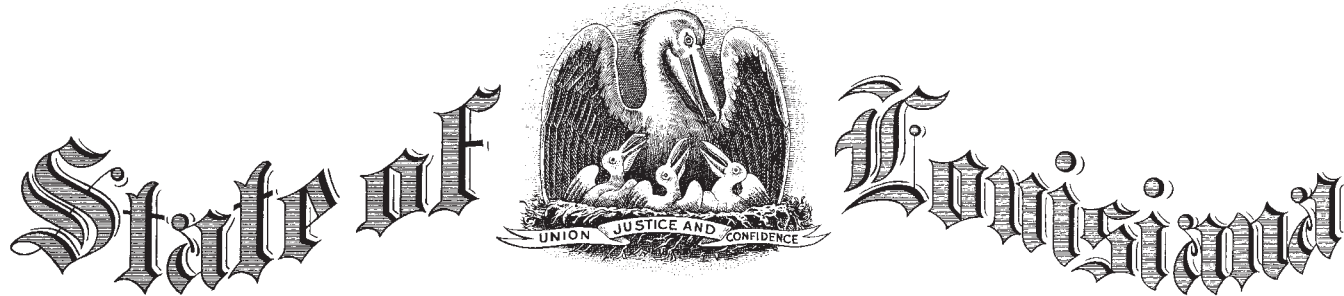
This Contract shall not be valid if not executed within 30 days of the date of the proposal.

Contractor shall be notified of the Filing Date for Substantial Completion and Date of Acceptance for all accepted Proposals in which Interlynx is acting as a Sub-Contractor.



Attachment A:

Louisiana Contractors License for Electrical Work - Statewide



State Licensing Board for Contractors

This is to Certify that:

is duly licensed and entitled to practice the following classifications



Expiration Date:

License No:

Witness our hand and seal of the Board dated,
Baton Rouge, LA day of

WLB M. B. M. J.
Director

See Mallett
Chairman

Andy D. D.
Treasurer

This License Is Not Transferrable



Attachment B:

**Signature Authorization – Attached Interlynx Group, L.L.C. Annual Report Filing
Secretary of State.**

**State of
Louisiana
Secretary of
State**



COMMERCIAL DIVISION
225.925.4704

Fax Numbers

225.932.5317 (Admin. Services)
225.932.5314 (Corporations)
225.932.5318 (UCC)

Name	Type	City	Status
INTERLYNX GROUP, L.L.C.	Limited Liability Company	NEW ORLEANS	Active

Previous Names

Business: INTERLYNX GROUP, L.L.C.

Charter Number: 36486959K

Registration Date: 7/5/2007

Domicile Address

5620 PEPSI ST.
NEW ORLEANS, LA 70123

Mailing Address

5620 PEPSI ST.
NEW ORLEANS, LA 70123

Status

Status: **Active**

Annual Report Status: **In Good Standing**

File Date: 7/5/2007

Last Report Filed: 6/6/2022

Type: Limited Liability Company

Registered Agent(s)

Agent: KELLY T. SCALISE
Address 1: C/O LISKOW & LEWIS
Address 2: 701 POYDRAS STREET
City, State, Zip: NEW ORLEANS, LA 70139
Appointment Date: 4/12/2011

Officer(s)

Additional Officers: No

Officer: DAVID W. SCALISE
Title: Member
Address 1: 334 WALTER ROAD
City, State, Zip: RIVER RIDGE, LA 70123

Amendments on File (1)

Description	Date
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Domestic LLC Agent/Domicile Change	4/12/2011
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Print

OFFICIAL BID FORM

SECTION "A"

(Must be completed and uploaded as an attachment with bid)

Bid 23-DRATCP-26 Materials and the Fabrication of a Type II 2-Pump Telemetry Control Panel with Enclosure

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The undersigned bidder hereby declares and represents that she/he; a) has carefully examined and understands the Bidding Documents, b) has not received, relied on, or based his bid on any verbal instructions contrary to the Bidding Documents or any addenda, c) hereby proposes to provide the telemetry control panel(s) described as required all in strict accordance with the bidding documents prepared by: TPCG Purchasing Division and dated April 2023.

NAME OF BIDDER:

Interlynx Group, L.L.C

ADDRESS OF BIDDER:

5620 Pepsi St
New Orleans, LA 70123

NAME OF AUTHORIZED SIGNATORY BIDDER: (Printed or Typed) DAVID SCALISE

SIGNATURE OF AUTHORIZED SIGNATORY BIDDER * [Signature]

TITLE OF AUTHORIZED SIGNATORY BIDDER:

President / Member

DATE: 5/24/23

* Signature Authorization. (Required by ALL Bidders) Written evidence of the person signing the bid SHALL be submitted at the time of bidding, in accordance with LA R.S. 38:2212(B)(5)



Attachment C:

TPCG Specifications and Drawings – Bill of Materials