

CITY OF SUGAR LAND
STANDARD CONTRACT FOR GENERAL SERVICES
\$100K to \$999,999.99
(Rev. 8-19-22)

I. Signatures. By signing below, the parties agree to the terms of this Contract:

CITY OF SUGAR LAND

CONTRACTOR:

By:

By:

Date:

Date:  2-21-2023

Title:

Title: Jace McNeil (President and General Partner)

Company: Prime Controls, L.P.

APPROVED AS TO FORM:



II. General Information and Terms.

Contractor's Name and Address: Prime Controls, LP
12144 Dairy Ashford, Bldg. 3
Sugar Land, TX 77478

Description of Services: SCADA Annual Preventive Maintenance Program

Maximum Contract Amount: \$303,714.87

Effective Date: On the latest of the dates signed by both parties.

Termination Date: See III.C.

Contract Parts: This Contract consists of the following parts:

- I. Signatures
- II. General Information and Terms
- III. Standard Contractual Provisions
- IV. Additional Terms or Conditions
- V. Additional Contract Documents

III. Standard Contractual Provisions.

A. Contractor's Services. The Contractor will provide to the City the services described in this Contract under the terms and conditions of this Contract.

B. Billing and Payment. Subject to the terms of the Contract, the City will pay the Contractor the sum(s) as shown in Section II above plus any additional sums approved by change order. The Contractor will bill the City for the services provided at intervals of at least thirty (30) calendar days, except for the final billing. The Contractor must bill or invoice the City within thirty (30) calendar days from the date of service and submit the final invoice no later than thirty (30) calendar days from the Contract termination or expiration date. The City is not responsible or liable for payment of any invoice submitted to the City more than sixty (60) calendar days after the date in which the services were rendered or for any work which is unsatisfactory to the City. The City will pay the Contractor for the services provided for in this Contract with current revenues available to the City, but all of the City's payments to the Contractor, including the time of payment and the payment of interest on overdue amounts, are subject to other requirements of this Contract and Chapter 2251 of the Texas Government Code. The City is not liable to the Contractor for any taxes which the City is not liable by law, including state and local sales and use taxes (Section 151.309 and Title 3, Texas Tax Code) and federal excise tax (Subtitle D of the Internal Revenue Code). The City will return all invoices containing errors to the Contractor with an explanation of the deficiency. The City will not pay the Contractor for any costs or expenditures that are not included in the scope of work or a change order under the Contract. If the City determines that the Contractor has been overpaid, the Contractor must refund the overpayment to the City within thirty (30) calendar days of the receipt of the notice from the City unless an alternate payment plan is specified by the City.

C. Termination Provisions.

(1) Unless terminated earlier as allowed by this Contract, this Contract terminates:

- (a) On the termination date, if any, specified in the General Information in Part II, but the obligation of a party to complete a contract requirement pending on the date of termination survives termination; or
- (b) If there is no termination date specified in the General Information in Part II, the Contract terminates when both parties have completed all their respective obligations under the Contract.

(2) The City's city manager may terminate this Contract during its term at any time for any reason by giving written notice to the Contractor not less than five business days prior to the termination date, but the City will pay the Contractor for all services rendered in compliance with this Contract to the date of termination.

(3) If the City's city council does not appropriate funds to make any payment for a fiscal

year after the City's fiscal year in which the Contract becomes effective and there are no proceeds available for payment from the sale of bonds or other debt instruments, then the Contract automatically terminates at the beginning of the first day of the successive fiscal year. (Section 5, Article XI, Texas Constitution)

D. Liability and Indemnity. Any provision of the Contract is void and unenforceable if it: (1) limits or releases either party from liability that would exist by law in the absence of the provision; (2) creates liability for either party that would not exist by law in the absence of the provision; or (3) waives or limits either party's rights, defenses, remedies, or immunities that would exist by law in the absence of the provision.

E. Assignment. The Contractor may not assign this Contract without the City's prior written consent.

F. Law Governing and Venue. This Contract is governed by the law of the State of Texas and a lawsuit may only be prosecuted on this Contract in a court of competent jurisdiction located in or having jurisdiction in Fort Bend County, Texas.

G. Entire Contract. This Contract represents the entire Contract between the City and the Contractor and supersedes all prior negotiations, representations, or contracts, either written or oral. This Contract may be amended only by written instrument signed by both parties.

H. Independent Contractor. The Contractor will perform the work under this Contract as an independent contractor and not as an employee of the City. The City has no right to supervise, direct, or control the Contractor or Contractor's officers or employees in the means, methods, or details of the work to be performed by Contractor.

I. Dispute Resolution Procedures. If either party disputes any matter relating to this Contract, the parties agree to try in good faith, before bringing any legal action, to settle the dispute by submitting the matter to mediation before a third party who will be selected by agreement of the parties. The parties will each pay one-half of the mediator's fees.

J. Attorney's Fees. Should either party to this Contract bring suit against the other party for any matter relating to this Contract, neither party will seek or be entitled to an award of attorney's fees or other costs relating to the suit.

K. Severability. If a court finds or rules that any part of this Contract is invalid or unlawful, the remainder of the Contract continues to be binding on the parties.

L. Contractual Limitations Period. Any provision of the Contract that establishes a limitations period that does not run against the City by law or that is shorter than two years is void. (Sections 16.061 and 16.070, Texas Civil Practice and Remedies Code)

M. Conflicting Provisions. If there is a conflict between a provision in the Contractor's Additional Contract Documents and a provision in the remainder of this Contract, the latter

controls.

N. Copyright. Any original work (the Work), including any picture, video, music, brochure, writing, trademark, logo or other work created by the Contractor for the use of the City under this Contract is a “work made for hire,” as defined by federal copyright law. If the Work is not by law a “work made for hire,” the Contractor by execution of this Contract assigns to the City all of its rights to the Work, including the copyright. The City, as the author and owner of the copyright to the Work, may alter, reproduce, distribute, or make any other use of the Work as it deems appropriate.

O. Standard of Care for Architects and Engineers. Services must be performed with the professional skill and care ordinarily provided by competent licensed engineers or registered architects practicing in the same or similar locality and under the same or similar circumstances and professional license.

Provided, however, if this is a construction contract for architectural or engineering services or a contract related to the construction or repair of an improvement to real property that contains architectural or engineering services as a component part, the architectural or engineering services must be performed with the professional skill and care ordinarily provided by competent architects or engineers practicing under the same or similar circumstances and professional license. (Tex. Civ. Prac. & Remedies Code § 130.0021 (a)).

P. Disclosure of Interested Persons for Council-Approved Contracts. Contracts that require City Council approval, such as contracts that exceed \$50,000, are subject to the requirements of Section 2252.908, Tex. Gov’t Code. Under the provisions of this statute:

(1) The City may not enter into a contract with a business entity that requires Council approval unless the business entity submits a disclosure of interested persons at the time the business entity submits a signed contract to the City;

(2) A disclosure of interested parties must be submitted on a form prescribed by the Texas Ethics Commission (Commission) that includes:

(a) A list of each interested party for the contract of which the contractor business entity is aware, an interested party being a person who has a controlling interest in the business entity or who actively participates in facilitating or negotiating the terms of the contract, including a broker, intermediary, adviser, or attorney for the business entity; and

(b) The signature of the authorized agent of the contracting business entity, acknowledging that the disclosure is made under oath and under penalty of perjury.

The Commission has approved a Certificate of Interested Persons form, which must be filled out, signed and notarized by the Contractor and submitted to the City at the time of execution of this Contract, along with the certification of filing generated from the Commission’s website at <https://www.ethics.state.tx.us/tec/1295-Info.htm> . The Certificate of Interested Persons form is

available on the Commission's website and the Contractor must follow the Commission's filing process adopted pursuant to the statute.

Q. Compliance with Laws. The Contractor must comply with the federal, state, and local laws, rules and regulations applicable to the Project and its services under this Contract.

R. Prohibition on Contracts with Companies Boycotting Israel. Certain contracts for goods and services are subject to the requirements of Section 2270.002, Tex Gov't Code (H.B. 89, as amended by H.B. 793). Specifically, contracts for good and services that:

- (1) are between the City and a company with ten (10) or more full time employees; and
- (2) have a value of \$100,000.00 or more that is to be paid wholly or partly from public funds of the City.

Under the provisions of this statute, if the above conditions apply the City may not enter into a contract with a company for goods and services unless the contract contains a written verification from the company that it:

- (1) does not boycott Israel; and
- (2) will not boycott Israel during the term of the contract.

If this is a contract to which the verification requirement applies, the City has approved a verification form which must be filled out and signed by the Contractor and submitted to the City at the time of execution of this Contract.

S. Prohibition on Contracts with Companies Boycotting Certain Energy Companies. Certain contracts for goods and services are subject to the requirements of Section 2274.002, Tex. Gov't Code (S.B. 13). Specifically, contracts for good and services that:

- (1) are between the City and a company with ten (10) or more full time employees; and
- (2) have a value of \$100,000.00 or more that is to be paid wholly or partly from public funds of the City.

Under the provisions of this statute, if the above conditions apply the City may not enter into a contract with a company for goods and services unless the contract contains a written verification from the company that it:

- (1) does not boycott energy companies; and
- (2) will not boycott energy companies during the term of the contract.

If this is a contract to which the verification requirement applies, the City has approved a verification form which must be filled out and signed by the Contractor and submitted to the City at the time of execution of this Contract.

T. Prohibition on Contracts with Companies that Discriminate Against Firearm and Ammunition Industries. Certain contracts for goods and services are subject to the requirements of Section 2274.002, Tex. Gov't Code (S.B. 19). Specifically, contracts for good and services that:

- (1) are between the City and a company with ten (10) or more full time employees; and
- (2) have a value of \$100,000.00 or more that is to be paid wholly or partly from public funds of the City.

Under the provisions of this statute, if the above conditions apply the City may not enter into a contract with a company for goods and services unless the contract contains a written verification from the company that it:

- (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and
- (2) will not discriminate during the term of the contract against a firearm entity or firearm trade association.

If this is a contract to which the verification requirement applies, the City has approved a verification form which must be filled out and signed by the Contractor and submitted to the City at the time of execution of this Contract.

This verification requirement does not apply if this contract is with a sole-source provider or, if this a contract subject to competitive bidding, the City did not receive any bids from a company that is able to provide the written verification required.

U. Prohibition on Contracts with Certain Foreign-owned Companies in Connection With Critical Infrastructure. Certain contracts for critical infrastructure are prohibited by Section 2274.0102, Tex. Gov't Code (S.B. 2116). Specifically, relating to a contract for critical infrastructure that:

- (1) would grant a company direct or remote access to or control of critical infrastructure in this state, excluding access specifically allowed by the governmental entity for product warranty and support purposes; and
- (2) where the City knows that the company is:
 - (A) owned by or the majority of stock or other ownership interest of the company is held or controlled by:

- (i) individuals who are citizens of China, Iran, North Korea, Russia, or a designated country; or
- (ii) a company or other entity, including a governmental entity, that is owned or controlled by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia, or a designated country; or

(B) headquartered in China, Iran, North Korea, Russia, or a designated country.

In signing this Contract, Contractor represents and acknowledges that it is not a foreign-owned company under Section 2274.0102 and that this is not a contract prohibited by Section 2274.0102, Tex. Gov't Code (S.B. 2116).

V. Confidentiality. Any provision in the Contract that attempts to prevent the City's disclosure of information that is subject to public disclosure under federal or Texas law or regulation, or court or administrative decision or ruling, is invalid. (Chapter 552, Texas Government Code)

W. Records Retention. The City is subject to records retention requirements under Texas law. Any provision of the Contractor's attachment(s) that requires the City to destroy documents or give documents back to the Contractor or that otherwise conflicts with Texas law regarding retention of records is void.

IV. Additional Terms or Conditions.

A. Section 9 of the Prime Controls General Terms and Conditions, attached to Prime Controls Quote No. 02072023-JPK CoSL, dated February 9, 2023, attached hereto and incorporated by reference, reading:

"Non-Solicitation of Employees: It is mutually agreed that neither Prime Controls nor Buyer/Customer shall directly or indirectly employ, solicit for employment, advise or recommend to any other persons that such other person employ or solicit for employment any person employed by either party during the term of performance of the work proposed for a period of one (1) year thereafter,"

is hereby deleted in its entirety and replaced with the following:

"Non-Solicitation of Employees: During the term of the Contract and for one (1) year thereafter, neither party shall solicit for hire as an employee, consultant, or otherwise, any of the other party's personnel who have had direct involvement with the services under the Contract, without such other party's express written consent. This prohibition shall not apply to any offers of employment which result from a general solicitation for employment, including without limitation, through the Internet, newspapers, magazines, and radio."

V. Additional Contract Documents. The following documents attached to this Contract are part of this Contract:

Exhibit A. Contractor's Additional Contract Documents:

- A-1. Certificate of Interested Persons with Certification of Filing (1 page)
- A-2. Prime Controls Quote No. 02072023-JPK CoSL, dated February 9, 2023 (11 pages)
- A-3. House Bill 89 Verification (1 page)
- A-4. Senate Bill 13 Verification (1 page)
- A-5. Senate Bill 19 Verification (2 pages)

Exhibit B. City's Additional Contract Documents:

- B-1. Requirements for all Insurance Documents (2 pages)

EXHIBIT A-1

Certificate of Interested Persons with Certification of Filing

(See Attached)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Certificate Number:
2023-984275

Prime Controls, L.P.
Lewisville, TX United States

Date Filed:
02/16/2023

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City of SugarLand TX

Date Acknowledged:

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

CWA2303
SCADA Preventative Maintenance

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	McNiel, Jace	Lewisville, TX United States	X	
	Davis, Heather	Lewisville, TX United States	X	
	Miller, Barrett	Lewisville, TX United States	X	
	McMillon, James	Lewisville, TX United States	X	
	Bivens, Bill	Lewisville, TX United States	X	

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is Devra Kemp, and my date of birth is 7-17-1968

My address is 1725 Lakepointe Dr. Lewisville TX 75057 USA
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Denton County, State of Texas, on the 16th day of Feb., 2023.
(month) (year)

Devra Kemp
Signature of authorized agent of contracting business entity
(Declarant)

EXHIBIT A-2

Prime Controls Quote No. 02072023-JPK CoSL, dated February 9, 2023

(See Attached)



12144 DAIRY ASHFORD, BLDG 3 • SUGAR LAND, TX 77478

PHONE 713-244-9747 • FAX 713-244-9717

February 9, 2023

To: City of Sugar Land
101A Gillingham Lane
Sugar Land, TX 77478

Attn: Danica C. Mueller

Ref: Public Works Department
SCADA FY23 Preventative Maintenance CIP Project
Prime Controls Quote No.: 02072023-JPK CoSL

PRIME CONTROLS PROPOSAL

Prime Controls is pleased to offer this proposal for the SCADA work associated with the referenced SCADA FY23 Preventative Maintenance CIP Project as described hereafter.

Our Scope of Work shall include products and services specified to be provided below.

The offering is complete with the exception of those items specifically excluded within the "Exclusions" section of this proposal.

A. SCOPE OF WORK

Materials and Services provided by Prime Controls shall be as listed below in the following Tasks. No Exceptions.

- The individual SCADA systems located in the City of Sugar Land are:
 - Groundwater Treatment Plants (incl. Annexation) (GWTP)
 - Surface Water Treatment Plant (SWTP)
 - Wastewater Treatment Plants (incl. Annexation) (WWTP)
 - Lift Stations (LS)

Task 1 – Meetings

- Provide project team personnel for a project kick-off meeting upon contract award.
- Provide project team personnel for weekly progress meetings throughout the duration of the project.
- Provide project team personnel for a project closeout meeting at the end of the project scope or fiscal year, whichever comes first.
- Deliverables: Meeting Agendas & Meeting Minutes for project kick-off and closeout meetings. Agendas will be provided prior to each meeting and minutes will be provided after each meeting. Progress Meeting summary emails to be generated and sent on an as needed basis.
- No hardware, equipment, material, licenses are included with this task

Task 2 – System Evaluation and Optimization

- Provide Project Engineer resource(s) to optimize the following SCADA system(s) based upon item(s) identified by Sugar Land who will provide a list for each system prior to the start of this task. Optimization that changes common programming/functionality must be validated at each applicable site. Depending upon the scope of the changes, the budgeted hours may not be sufficient for on-site validation. This proposal includes the hours listed below per system to address these issues. The systems include:
 - GWTP: 80 hours Project Engineer & 40 hours Technician
 - SWTP: 40 hours
 - LS: 40 hours Project Engineer & 40 hours Technician
 - WWTP (via BRA): 40 hours
- Provide Project Engineer resource(s) to optimize the water well alternation function block in the GWTP PLC programs. This includes updating the existing function block, internal testing and on-site deployment and commissioning at each of the twelve GWTPs.
- The budget of man-hours included with this task is based upon Prime Controls accessing individual sites without a City of Sugar Land escort. A requirement of an escort may incur additional hours/cost.
- Deliverables:
 - Optimization Report(s) detailing the items provided by Sugar Land that were successfully addressed.
- No hardware, equipment, material, licenses are included with this task.

Task 3 – SCADA Computer Hardware & Software Replacement and Upgrades

- Provide project team personnel to research, coordinate, and provide a migration plan to consolidate all four (4) SCADA systems under the latest and current version of one software manufacturer/product. The migration plan will include preparation, pricing, schedule/duration, staging and outage requirements/recommendations associated with the transition from the existing to the new selected system.
- Procure the new SCADA system software that will be used to consolidate all four (4) SCADA systems under one software manufacture/product. The software package will include enough licensing for all Public Works SCADA, perpetual licensing and the first year of manufacturer's support. Additional years of manufacturer's support will be included in future year's Preventative Maintenance budgets.
- Deliverables:
 - SCADA Migration Report

Task 4 – Panel Hardware Replacement

- Provide project team personnel for field wire investigation, design, procurement, fabrication, QA/QC testing, factory acceptance testing, demo/de-termination, installation, termination and commissioning of a new Sanitary Lift Station control panel for the SWTP.
- One (1) Fully Assembled SWTP Sanitary Lift Station control panel including but not limited to the following major components:
 - NEMA 4X 316 Stainless Steel Enclosure w/ Back Panel, Mounting Kit & Swing Out Inner Panel
 - One (1) Main Circuit Breaker w/ Disconnect Handle
 - Two (2) Motor Circuit Breakers
 - Two (2) Motor Starters w/ Overloads, Aux. Contact, Overload Aux. Contact & External Reset
 - Three (3) Power Distribution Blocks w/ Covers
 - One (1) 24VDC Power Supply
 - One (1) Intrinsic Safety Barrier
 - Two (2) Time delay relays w/ bases
 - One (1) Elapsed Time Meter
 - Two (2) Protection Relays w/ bases
 - One (1) Phase Monitor w/ base
 - One (1) Control Power Transformer
 - One (1) Alarm Beacon/Horn
 - Lot of pilot lights, selector switches, push buttons and contact blocks
 - Lot of control relays w/ bases
 - Misc. Panel Material (Wire, DIN Rail, Wire Duct, Wire Labels, etc.)

Task 5 – Communication Equipment Replacement

- Provide project team personnel to evaluate possible cellular solution options to be utilized at SCADA sites with currently unreliable network (radio or DSL) connections. The evaluation will also include possible expansion for all SCADA backbone communications. Currently the microwave system & 900MHz radios are the standard communication solution for the Lift Station SCADA system. Sugar Land's current standard 900MHz radio is no longer manufactured and the manufacturer's new model is not backwards compatible. The master radio sites are also dependent upon Sugar Land's microwave system which is not monitored or maintained by Prime Controls or Public Works. Currently DSL technology is the standard for water sites (ground water treatment plants, water wells and elevated storage tanks) and wastewater treatment plants. The City has experienced reliability issues with DSL lines at certain sites which are maintained by a 3rd party. The evaluation will include receiving input from Sugar Land regarding the microwave system, current issues, and reviewing SCADA's communication needs and providing a recommendation on the most suitable solution.
- Deliverables:
 - Cellular Communication Evaluation Recommendation

Task 6 – Spare Parts

- Procurement and delivery of the following spare parts:
 - Three (3) Blue Ribbon Birdcage Submersible Level Transducer (LS)
 - Allen-Bradley CompactLogix L3 PLC - Processor (SWTP & GWTP)
 - Allen-Bradley CompactLogix 5370 L3 PLC - Processor (SWTP)
 - Allen-Bradley MicroLogix 1400 PLC - Processor (EST/WW)
 - Allen-Bradley Compact I/O Module – Digital Output (GWTP)
 - Allen-Bradley Compact I/O Module – Analog Input (SWTP & GWTP)
 - Allen-Bradley Compact I/O Module – Analog Output (SWTP & GWTP)
 - Allen-Bradley CompactLogix L3 PLC - Power Supply (SWTP & GWTP)
- Delivery of spare parts will be to the Public Works Building.
- Deliverables:
 - Material Transfer Form

E. SUGAR LAND SCOPE

Item	Description	Pricing
1	TASK 1 – Meetings	\$0.00
2	TASK 2 – System Evaluation and Optimization	\$0.00
3	TASK 3 – SCADA Computer Hardware & Software Replacement and Upgrades	\$0.00
4	TASK 4 – Panel and Hardware Replacement	\$0.00
5	TASK 5 – Communication Equipment Replacement	\$0.00
6	TASK 6 – Spare Parts	\$0.00
TOTAL SUGAR LAND AMOUNT		\$0.00

F. COMBINED SUMMARY (TABLES D & E)

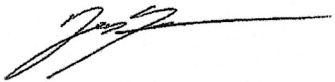
Item	Description	Pricing
1	TASK 1 – Meetings	\$6,544.64
2	TASK 2 – System Evaluation and Optimization	\$45,881.40
3	TASK 3 – SCADA Computer Hardware & Software Replacement and Upgrades	\$191,231.28
4	TASK 4 – Panel and Hardware Replacement	\$30,302.36
5	TASK 5 – Communication Equipment Replacement	\$12,210.80
6	TASK 6 – Spare Parts	\$17,544.39
TOTAL COMBINED AMOUNT		\$303,714.87

We sincerely appreciate this opportunity and look forward to being of service for this work.

Thanks again and please feel free to call if there are any questions.

Sincerely,

Prime Controls, LP



James Kenney
Project Manager
(281) 414-6760
j.kenney@prime-controls.com

B. PROPOSAL EXCLUSIONS

The following items are not included in our pricing and shall be the responsibility of others:

ITEM	EXCLUSION
1.	Furnishing and/or installation of any control panels, hardware, material, equipment or software licenses not specifically listed above.
2.	Furnishing any services not specifically listed above.

C. PROPOSAL CLARIFICATIONS

ITEM	CLARIFICATION
1.	Pricing included in this proposal is based on our GSA Schedule Contract Number GS-35F-0455W, Modification 2, dated April 28, 2015.
2.	Pricing included in Section E below is based upon the City of Sugar Land’s pricing.
3.	Pricing does not include Sales Taxes or Bonding costs.
4.	Pricing shall be valid for sixty (60) days only from proposal date.
5.	This proposal is based upon standard material lead times and availability. Product shortages and unexpected long lead times due to raw material and/or supply chain issues are not accounted for. In that event Prime Controls will work with the City of Sugar Land to determine if a suitable alternative is available and any associated cost impacts.
6.	Pricing is based on the assumption that, once Prime Controls receives an order or Notice to Proceed, the project will proceed without interruption. Should any interruptions occur due to Force Majeure, Prime Controls reserves the right to adjust pricing accordingly.
7.	Acceptance of an order shall be subject to the attached General Terms & Conditions. These General Terms and Conditions are superseded by current Master Service Agreements (MSAs), Contracts, Subcontracts and/or Blanket Purchase Orders that authorize this work.

D. PROPOSAL PRICING (PRIME CONTROLS SCOPE)

Item	Description	Pricing
1	TASK 1 – Meetings	\$6,544.64
2	TASK 2 – System Evaluation and Optimization	\$45,881.40
3	TASK 3 – SCADA Computer Hardware & Software Replacement and Upgrades	\$191,231.28
4	TASK 4 – Panel and Hardware Replacement	\$30,302.36
5	TASK 5 – Communication Equipment Replacement	\$12,210.80
6	TASK 6 – Spare Parts	\$17,544.39
TOTAL PRIME CONTROLS AMOUNT		\$303,714.87

GENERAL TERMS AND CONDITIONS

1. **Applicable Terms:** These General Terms and Conditions govern the purchase and sale of items and services described in a Prime Controls quotation, proposal or similar document (quotation) defining equipment, material and/or services to be provided by Prime Controls.
2. **Validity:** Terms and conditions in executed and currently valid Master Service Agreements, Contracts, Subcontracts and/or Blanket Purchase Orders with the Customer named in this quotation supersede these General Terms and Conditions.
3. **Firm Offer:** Unless otherwise stated in the quotation, all pricing shall be firm for a period of one hundred twenty (120) days from proposal date. Prime Controls reserves the right to revise pricing after the 120 day period for any anticipated or actual increased material, subcontract, labor, or other costs.
4. **Sales Tax, Tariffs, Duties:** Unless otherwise stated in the quotation, costs for sales taxes, tariffs, and /or duties are not included in pricing. If applicable, Prime Controls will invoice for same as an additional, separate line item unless Prime Controls is provided with the applicable sales tax exemption certificate which properly relieves Prime Controls' obligation to collect and/or pay subject taxes.
5. **Bonding:** Unless otherwise stated in the quotation, costs for performance and payment (P&P) and/or maintenance bonds are not included in our pricing. Requested bonds may be provided at industry standard rates and will be invoiced as an additional, separate line item.
6. **Payment:** Unless otherwise stated in the quotation: (i) invoicing shall be progressive and include payment for properly stored material. A proposed schedule of values shall be submitted for approval prior to first invoice to establish progressive values. (ii) Payment terms to be net thirty (30) days. (iii) Price is in US Dollars.
7. **Warranty:** Warranty shall include repair or replacement of items furnished by Prime Controls found to be defective due to a manufacturing defect and/or improper workmanship. Unless otherwise stated in the proposal, warranty shall be for a period of twelve (12) months from "Substantial Completion" (date when products are utilized for intended purposes) or eighteen (18) months from delivery, whichever occurs first. Damages as a result of acts of God (lightning, etc.), theft, vandalism or improper care and/or maintenance by Buyer/Customer are excluded from this warranty.
8. **Ownership of Materials and Intellectual Property:** All deliverables (including devices, designs, drawings, plans, specifications, etc.) shall be property of the Buyer/Customer with the execution of a Contract, Work Order, Purchase Order, or similar document to the fullest extent permissible under agreements with the component hardware and software manufacturers. Prime Controls grants Buyer/Customer a perpetual non-exclusive, non-transferrable license to use any application software for its intended purposes per the aforementioned agreements. Any other information, whether disclosed intentionally or inadvertently, regarding means and methods used by Prime Controls to produce the deliverables shall remain the intellectual property of Prime Controls and shall not be disclosed to third parties without the written consent of Prime Controls.
9. **Non-Solicitation of Employees:** It is mutually agreed that neither Prime Controls nor Buyer/Customer shall directly or indirectly employ, solicit for employment, advise or recommend to any other persons that such other person employ or solicit for employment any person employed by either party during the term of performance of the work proposed and for a period of one (1) year thereafter.
10. **Cancellation:** If an order based on the quotation is cancelled or suspended following Prime Controls' receipt of an order, Buyer/Customer shall promptly pay Prime Controls for work performed prior to cancellation or suspension and any other incurred direct costs as a result of such cancellation or suspension.
11. **Force Majeure:** Prime Controls shall not be liable for any losses, damages or delays due to causes beyond our reasonable control, including without limitations, acts of God, extreme weather events, fire, delays by others, etc.

Prime Controls Proposal Pricing Breakdown

Project Ref: SCADA FY23 Preventative Maintenance CIP

Bid Item 1 - Task 1	Type	Resource	Discipline	Rate Type Code	Hours	Rate	Extended
Task 1 Labor							
Kick-off Meeting	Work Hours	James Kenney	Project Manager	ST	3	\$ 103.77	\$ 311.31
Kick-off Meeting	Work Hours	TBD	Project Engineer Level 2	ST	3	\$ 100.75	\$ 302.25
Progress Meeting	Work Hours	James Kenney	Project Manager	ST	26	\$ 103.77	\$ 2,698.02
Progress Meeting	Work Hours	TBD	Project Engineer Level 2	ST	26	\$ 100.75	\$ 2,619.50
Close-out Meeting	Work Hours	James Kenney	Project Manager	ST	3	\$ 103.77	\$ 311.31
Close-out Meeting	Work Hours	TBD	Project Engineer Level 2	ST	3	\$ 100.75	\$ 302.25
Task 1 Labor							\$ 6,544.64

Task 1 Materials	Type	Description	Part Number	Quantity	Unit Price	Extended	
No hardware, equipment, material, licenses are included with this task							
					0	\$ -	\$ -
Task 1 Materials							\$ -

Bid Item 1 - Task 1 Total \$ 6,544.64

Bid Item 2 - Task 2	Type	Resource	Discipline	Rate Type Code	Hours	Rate	Extended
Task 2 Labor							
Management	Work Hours	James Kenney	Project Manager	ST	60	\$ 103.77	\$ 6,226.20
Optimization - GWTP	Work Hours	TBD	Project Engineer Level 2	ST	80	\$ 100.75	\$ 8,060.00
Optimization - GWTP	Work Hours	TBD	Senior Technician	ST	40	\$ 84.63	\$ 3,385.20
Optimization - SWTP	Work Hours	TBD	Project Engineer Level 2	ST	40	\$ 100.75	\$ 4,030.00
Optimization - LS (CosL)	Work Hours	TBD	Project Engineer Level 2	ST	40	\$ 100.75	\$ 4,030.00
Optimization - LS (CosL)	Work Hours	TBD	Senior Technician	ST	40	\$ 100.75	\$ 4,030.00
Optimization - BRA	Work Hours	TBD	Project Engineer Level 2	ST	40	\$ 100.75	\$ 4,030.00
Optimization - WW Alternation Block	Work Hours	TBD	Project Engineer Level 2	ST	120	\$ 100.75	\$ 12,090.00
Task 2 Labor							\$ 45,881.40

Task 2 Materials	Type	Description	Part Number	Quantity	Unit Price	Extended	
No hardware, equipment, material, licenses are included with this task							
					0	\$ -	\$ -
Task 2 Materials							\$ -

Bid Item 2 - Task 2 Total \$ 45,881.40

Prime Controls Proposal Pricing Breakdown

Project Ref: SCADA FY23 Preventative Maintenance CIP	Type	Resource	Discipline	Rate Type Code	Hours	Rate	Extended
Bid Item 3 - Task 3							
Task 3 Labor							
Management	Work Hours	James Kenney	Project Manager	ST	24	\$ 103.77	\$ 2,490.48
SCADA Migration Report	Work Hours	James Kenney	Project Manager	ST	40	\$ 103.77	\$ 4,150.80
SCADA Migration Report	Work Hours	TBD	Project Engineer Level 2	ST	120	\$ 100.75	\$ 12,090.00
						Task 3 Labor \$	18,731.28
Task 3 Materials							
SCADA Migration			SCADA Software Licensing	TBD	1	\$ 172,500.00	\$ 172,500.00
						Task 3 Materials \$	172,500.00
							191,231.28
Bid Item 4 - Task 4							
Task 4 Labor							
Management	Work Hours	James Kenney	Project Manager	ST	0	\$ 103.77	\$ -
Sanitary Lift Station Control Panel	Work Hours	TBD	Project Engineer Level 2	ST	32	\$ 100.75	\$ 3,224.00
Sanitary Lift Station Control Panel	Work Hours	TBD	Senior Technician	ST	24	\$ 84.63	\$ 2,031.12
Sanitary Lift Station Control Panel	Work Hours	TBD	CAD Designer	ST	48	\$ 84.63	\$ 4,062.24
Sanitary Lift Station Control Panel	Work Hours	TBD	Open Market Labor - Production Management	ST	4	\$ 117.00	\$ 468.00
Sanitary Lift Station Control Panel	Work Hours	TBD	Open Market Labor - Production Associate II	ST	40	\$ 86.00	\$ 3,440.00
Sanitary Lift Station Control Panel	Work Hours	TBD	Open Market Labor - Production Associate I	ST	14	\$ 71.00	\$ 994.00
Sanitary Lift Station Control Panel	Work Hours	TBD	Open Market Labor - Quality Technician	ST	4	\$ 108.00	\$ 432.00
Sanitary Lift Station Control Panel	Work Hours	TBD	Open Market Labor - Electrical JIW	ST	16	\$ 86.00	\$ 1,376.00
						Task 4 Labor \$	16,027.36
Task 4 Materials							
Sanitary Lift Station Control Panel		Prime Controls	Sanitary Lift Station Control Panel	Custom	1	\$ 14,275.00	\$ 14,275.00
						Task 4 Materials \$	14,275.00
							30,302.36

Prime Controls Proposal Pricing Breakdown

Project Ref: SCADA FY23 Preventative Maintenance CIP	Type	Resource	Discipline	Rate Type Code	Hours	Rate	Extended
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Bid Item 5 - Task 5							
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Task 5 Labor							
Cellular Communication Evaluation	Work Hours	James Kenney	Project Manager	ST	40	\$ 103.77	\$ 4,150.80
Cellular Communication Evaluation	Work Hours	TBD	Project Engineer Level 2	ST	80	\$ 100.75	\$ 8,060.00
						Task 5 Labor \$	12,210.80

Task 5 Materials								
No hardware, equipment, material, licenses are included with this task						0	\$ -	\$ -
						Task 5 Materials \$	-	

Bid Item 5 - Task 5 Total							
						\$ 12,210.80	

Task 6 Labor							
Management	Work Hours	James Kenney	Project Manager	ST	1	\$ 103.77	\$ 103.77
Procurement	Work Hours	James Kenney	Project Manager	ST	4	\$ 103.77	\$ 415.08
Delivery	Work Hours	James Kenney	Project Manager	ST	2	\$ 103.77	\$ 207.54
FY24 Spares List	Work Hours	TBD	Project Engineer Level 2	ST	4	\$ 100.75	\$ 403.00
						Task 6 Labor \$	1,129.39

Task 6 Materials							
LS		Blue Ribbon	Bircage Submersible Level Transducer	01004AA	3	\$ 878.00	\$ 2,634.00
SWTP & GWTP		Allen-Bradley	CompactLogix L3 PLC - Processor	1769-L3ERM	1	\$ 5,401.00	\$ 5,401.00
SWTP		Allen-Bradley	CompactLogix 5370 L3 PLC - Processor	1769-L33ER	1	\$ 3,171.00	\$ 3,171.00
ESTMWW		Allen-Bradley	MicroLogix 1400 PLC - Processor	1768-L32BXBA	1	\$ 1,262.00	\$ 1,262.00
GWTP		Allen-Bradley	Compact I/O Module -- Digital Output	1769-OW16	1	\$ 447.00	\$ 447.00
SWTP & GWTP		Allen-Bradley	Compact I/O Module -- Analog Input	1769-IF8	1	\$ 869.00	\$ 869.00
SWTP & GWTP		Allen-Bradley	Compact I/O Module -- Analog Output	1769-OF8C	1	\$ 1,621.00	\$ 1,621.00
SWTP & GWTP		Allen-Bradley	CompactLogix L3 PLC - Power Supply	1769-PB4	2	\$ 505.00	\$ 1,010.00
						Task 6 Materials \$	16,415.00

Bid Item 6 - Task 6 Total							
						\$ 17,544.39	

Prime Controls Proposal Pricing Breakdown

Notes:

Bid Item # / Task #	Task Total
Bid Item 1 / Task 1	\$ 6,544.64
Bid Item 2 / Task 2	\$ 45,881.40
Bid Item 3 / Task 3	\$ 191,231.28
Bid Item 4 / Task 4	\$ 30,302.36
Bid Item 5 / Task 5	\$ 12,210.80
Bid Item 6 / Task 6	\$ 17,544.39
Labor Subtotal	\$ 100,524.87
Material Subtotal (By Prime Controls)	\$ 203,190.00
Material Subtotal (By Sugar Land)	\$ -
Grand Total	\$ 303,714.87

EXHIBIT A-3

House Bill 89 Verification

(See Attached)

STATE OF TEXAS - HOUSE BILL 89 VERIFICATION

I, Devra Kemp, the undersigned representative of
(Person name)

Prime Controls, L.P.

(Company or Business name)

hereafter referred to as company, being an adult over the age of eighteen (18) years of age, do hereby certify the above-named company, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:

1. Does not boycott Israel currently; and
2. Will not boycott Israel during the term of the contract for goods or services with the above-named Company, business or individual with City of Sugar Land.

Pursuant to Section 2270.001, Texas Government Code:

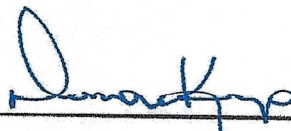
1. *“Boycott Israel” means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and*
2. *“Company” means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.*

02/16/2023

DATE

Contracts Administrator

POSITION / TITLE



SIGNATURE OF COMPANY REPRESENTATIVE

EXHIBIT A-4

Senate Bill 13 Verification

(See Attached)

STATE OF TEXAS - SENATE BILL 13 VERIFICATION

I, Devra Kemp, the undersigned representative of
(Person name)

Prime Controls, L.P.

(Company or Business name)

hereafter referred to as Company, being an adult over the age of eighteen (18) years of age, do hereby certify the above-named Company, under the provisions of Subtitle F, Title 10, Government Code Chapter 2274:

1. Has ten (10) or more full-time employees;
2. Will be paid an amount equal to or greater than \$100,000.00 from City of Sugar Land funds, under the contract to which this verification applies;
3. Does not boycott energy companies currently; and
4. Will not boycott energy companies during the term of the contract for goods or services with the above-named Company, business, or individual with City of Sugar Land.

Pursuant to Section 2274.001, Texas Government Code:

1. "Boycott energy company" means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company:
(A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or
(B) does business with a company described by Paragraph (A).
2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations, that exists to make a profit.

2/16/2023

DATE

Devra Kemp – Contracts Administrator

POSITION / TITLE



SIGNATURE OF COMPANY REPRESENTATIVE

FORM MUST BE COMPLETED & SUBMITTED WITH YOUR SUBMITTAL

EXHIBIT A-5

Senate Bill 19 Verification

(See Attached)

STATE OF TEXAS - SENATE BILL 19 VERIFICATION

I, Devra Kemp, the undersigned representative of
(Person name)

Prime Controls, L.P.

(Company or Business name)

hereafter referred to as Company, being an adult over the age of eighteen (18) years of age, do hereby certify the above-named Company, under the provisions of Subtitle F, Title 10, Government Code Chapter 2274:

1. Has ten (10) or more full-time employees;
2. Will be paid an amount equal to or greater than \$100,000.00 from City of Sugar Land funds, under the contract to which this verification applies;
3. Does not currently have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and
4. Will not discriminate against a firearm entity or firearm trade association during the term of the contract for goods or services with the above-named Company, business, or individual with City of Sugar Land.

Pursuant to Section 2274.001, Texas Government Code:

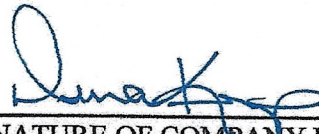
1. "Company" means a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or associations that exists to make a profit. The term does not include a sole proprietorship.
2. "Discriminate against a firearm entity or firearm trade association"
 - (A) means, with respect to the entity or association, to:
 - (i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association;
 - (ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or
 - (iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; and
 - (B) does not include:
 - (i) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and
 - (ii) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship:
 - (aa) to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency; or
 - (bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association.
3. "Firearm entity" means:

- (A) a firearm, firearm accessory, or ammunition manufacturer, distributor, wholesaler, supplier, or retailer; and
 - (B) a sport shooting range as defined by Section 250.001, Local Government Code.
4. "Firearm trade association" means any person, corporation, unincorporated association, federation, business league, or business organization that:
- (A) is not organized or operated for profit and for which none of its net earnings inures to the benefit of any private shareholder or individual;
 - (B) has two or more firearm entities as members; and
 - (C) is exempt from federal income taxation under Section 501(a), Internal Revenue Code of 1986, as an organization described by Section 501(c) of that code.

2/16/2023

Devra Kemp – Contract Administrator

DATE



SIGNATURE OF COMPANY REPRESENTATIVE

FORM MUST BE COMPLETED & SUBMITTED WITH YOUR SUBMITTAL

EXHIBIT B-1

REQUIREMENTS FOR GENERAL SERVICES CONTRACT

The Contractor shall comply with each and every condition contained herein. The Contractor shall provide and maintain the minimum insurance coverage set forth below during the term of its agreement with the City. Any Subcontractor(s) hired by the Contractor shall maintain insurance coverage equal to that required of the Contractor. It is the responsibility of the Contractor to assure compliance with this provision. The City of Sugar Land accepts no responsibility arising from the conduct, or lack of conduct, of the Subcontractor.

INSTRUCTIONS FOR COMPLETION OF INSURANCE DOCUMENT

With reference to the foregoing insurance requirements, Contractor shall specifically endorse applicable insurance policies as follows:

- A. The City of Sugar Land shall be named as an additional insured with respect to General Liability and Automobile Liability on a separate endorsement
- B. A waiver of subrogation in favor of The City of Sugar Land shall be contained in the Workers Compensation and all liability policies and must be provided on a separate endorsement.
- C. All insurance policies shall be endorsed to the effect that The City of Sugar Land will receive at least thirty (30) days' written notice prior to cancellation or non-renewal of the insurance.
- D. All insurance policies, which name The City of Sugar Land as an additional insured, must be endorsed to read as primary and non-contributory coverage regardless of the application of other insurance.
- E. **Chapter 1811 of the Texas Insurance Code, Senate Bill 425 82(R) of 2011, states that the above endorsements cannot be on the certificate of insurance. Separate endorsements must be provided for each of the above.**
- F. All insurance policies shall be endorsed to require the insurer to immediately notify The City of Sugar Land of any material change in the insurance coverage.
- G. All liability policies shall contain no cross liability exclusions or insured versus insured restrictions.
- H. Required limits may be satisfied by any combination of primary and umbrella liability insurances.
- I. Contractor may maintain reasonable and customary deductibles, subject to approval by The City of Sugar Land.
- J. Insurance must be purchased from insurers having a minimum AmBest rating of B+.
- K. All insurance must be written on forms filed with and approved by the Texas Department of Insurance. (ACORD 25 2016/03) Coverage must be written on an occurrence form.
- L. Contractual Liability must be maintained covering the Contractors obligations contained in the contract. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent and shall contain provisions representing and warranting all endorsements and insurance coverages according to requirements and instructions contained herein.
- M. Upon request, Contractor shall furnish The City of Sugar Land with certified copies of all insurance policies.
- N. A valid certificate of insurance verifying each of the coverages required above shall be issued directly to the City of Sugar Land within ten (10) business days after contract award and prior to starting any work by the successful contractor's insurance agent of record or insurance company. Also, prior to the start of any work and at the same time that the Certificate of Insurance is issued and sent to the City of Sugar Land, all required endorsements identified in sections A, B, C and D, above shall be sent to the City of Sugar Land. The certificate of insurance and endorsements shall be sent to:

**City of Sugar Land
Purchasing Office
P. O. Box 110
Sugar Land, TX 77487-0110**

**emailed to: purchasing@sugarlandtx.gov
Faxed to: 281 275-2741**

INSURANCE REQUIREMENTS

Items marked "X" are required to be provided if award is made to your firm.

Coverages Required & Limits (Figures Denote Minimums)

Workers' Compensation Statutory limits, State of TX.

Employers' Liability \$500,000 per employee per disease / \$500,000 per employee per accident / \$500,000 by disease aggregate

Commercial General Liability:

	<input checked="" type="checkbox"/> Very High/High Risk	<input type="checkbox"/> Medium Risk	<input type="checkbox"/> Low Risk
Each Occurrence	\$1,000,000	\$500,000	\$300,000
Fire Damage	\$300,000	\$100,000	\$100,000
Personal & ADV Injury	\$1,000,000	\$1,000,000	\$600,000
General Aggregate	\$2,000,000	\$1,000,000	\$600,000
Products/Compl Op	\$2,000,000	\$500,000	\$300,000
XCU	\$2,000,000	\$500,000	\$300,000

Automobile Liability: (Owned, Non-Owned, Hired and Injury & Property coverage for all)

<input checked="" type="checkbox"/> Very High/ High Risk	<input type="checkbox"/> Medium Risk	<input type="checkbox"/> Low Risk
Combined Single Limits	Combined Single Limits	Combined Single Limits
\$1,000,000 Bodily	\$500,000 Bodily	\$300,000 Bodily

Garage Liability for BI & PD

\$1,000,000 each accident for Auto, \$1,000,000 each accident Non-Auto

\$2,000,000 General Aggregate

Garage Keepers Coverage (for Auto Body & Repair Shops)

\$500,000 any one unit/any loss and \$200,000 for contents

Umbrella each-occurrence with respect to primary Commercial General Liability, Automobile Liability, and Employers Liability policies at minimum limits as follows:

Contract value less than \$1,000,000: **not required**

Contract value between \$1,000,000 and \$5,000,000: **\$4,000,000 is required**

Contract value between \$5,000,000 and \$10,000,000: **\$9,000,000 is required**

Contract value between \$10,000,000 and \$15,000,000: **\$15,000,000 is required**

Contract value above \$15,000,000: **\$20,000,000 is required**

Excess coverage over \$10,000,000 can be provided on "following form" type to the underlying coverages to the extent of liability coverage as determined by the City.

Professional Liability, including, but not limited to services for Accountant, Appraiser, Architecture, Consultant, Engineering, Insurance Broker, Legal, Medical, Surveying, construction/renovation contracts for engineers, architects, constructions managers, including design/build Contractors.

Minimum limits of \$1,000,000 per claim/aggregate. This coverage must be maintained for at least two (2) years after the project is completed.

Builder's Risk (if project entails vertical construction, including but not limited to bridges and tunnels or as determined by the City of Sugar Land) Limit is 100% of insurable value, replacement cost basis

Pollution Liability for property damage, bodily injury and clean up (if project entails possible contamination of air, soil or ground or as determined by the City of Sugar Land)

\$1,000,000 each occurrence

\$2,000,000 aggregate

Other Insurance Required: _____

NOTE: The nature/size of a contract/agreement may necessitate higher limits than shown above. These requirements are only meant as a guide, but in any event, should cover most situations. Check with Purchasing & Risk Management if you need assistance or need additional information.