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April 17, 2018

To: City of Sugar Land
Public Works Department – Water Utilities
111 Gillingham Lane
Sugar Land, TX 77478

Attn: Danica Mueller

Ref: New Territory & Greatwood WWTP Annexation
Wastewater Treatment Plants
SCADA Work
Prime Controls Quote No.: 20180309MMNR1

PRIME CONTROLS SCOPE OF WORK

Prime Controls is pleased to offer this proposal for the SCADA work associated with the referenced New Territory & Greatwood Wastewater Treatment Plants Annexation project as described hereafter.

Our Scope of Work shall include products and services specified to be provided as described herein.

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

Equipment shall be furnished as listed below. Major products and control panels to be furnished by Prime Controls include the following:

ITEM	QTY	DESCRIPTION	REFERENCE
New Territory WWTP			
1.	1	Fully Assembled Main PLC Control Panel including the following items: <ul style="list-style-type: none">• NEMA 12 Freestanding Enclosure w/ Back Panel• Allen-Bradley CompactLogix PLC• Cisco ASA 5506H-X with FirePOWER Services Firewall w/ SMARTnet Extended Service Agreement• Redundant Phoenix Contact 24VDC Power Supplies• Phoenix Contact 24VDC Uninterruptible Power Supply (UPS)• Phoenix Contact 24VDC Redundancy Module• 120VAC Incoming Surge Protection• AC Power Distribution• DC Power Distribution• I/O Marshalling• Analog Surge Suppression• Enclosure Light w/ Door Switch• Convenience Receptacle	N/A

2.	1	Fully Assembled Headworks Remote I/O (RIO) Control Panel including the following items: <ul style="list-style-type: none">• NEMA 4X 316SS Enclosure w/ Back Panel• Allen-Bradley Point I/O• Phoenix Contact 24VDC Power Supplies• Phoenix Contact 24VDC Uninterruptible Power Supply (UPS)• 120VAC Incoming Surge Protection• AC Power Distribution• DC Power Distribution• I/O Marshalling• Analog Surge Suppression• Enclosure Light w/ Door Switch• Convenience Receptacle	N/A
3.	2	Fluidmesh FM1200 Ethernet Radios, PoE Injectors and PoE Surge Protection	N/A
4.	1	Dell SCADA Workstation	N/A
5.	1	Wonderware Runtime License	N/A
6.	1	Lot of control wire	N/A
7.	1	Lot of EMT, Rigid & PVC Coated Rigid conduit & fittings	N/A

ITEM	QTY	DESCRIPTION	REFERENCE
Greatwood WWTP			
8.	1	Fully Assembled Main PLC Control Panel including the following items: <ul style="list-style-type: none"> • NEMA 12 Freestanding Enclosure w/ Back Panel • Allen-Bradley CompactLogix PLC • Cisco ASA 5506H-X with FirePOWER Services Firewall w/ SMARTnet Extended Service Agreement • Redundant Phoenix Contact 24VDC Power Supplies • Phoenix Contact 24VDC Uninterruptible Power Supply (UPS) • Phoenix Contact 24VDC Redundancy Module • 120VAC Incoming Surge Protection • AC Power Distribution • DC Power Distribution • I/O Marshalling • Analog Surge Suppression • Enclosure Light w/ Door Switch • Convenience Receptacle 	N/A
9.	1	Fully Assembled Headworks Remote I/O (RIO) Control Panel including the following items: <ul style="list-style-type: none"> • NEMA 4X 316SS Enclosure w/ Back Panel • Allen-Bradley Point I/O • Phoenix Contact 24VDC Power Supplies • Phoenix Contact 24VDC Uninterruptible Power Supply (UPS) • 120VAC Incoming Surge Protection • AC Power Distribution • DC Power Distribution • I/O Marshalling • Analog Surge Suppression • Enclosure Light w/ Door Switch • Convenience Receptacle 	N/A
10.	2	Fluidmesh FM1200 Ethernet Radios, PoE Injectors and PoE Surge Protection	N/A
11.	1	Dell SCADA Workstation	N/A
12.	1	Wonderware Runtime License	N/A
13.	1	Lot of control wire	N/A
14.	1	Lot of EMT, Rigid & PVC Coated Rigid conduit & fittings	N/A

Services to be provided by Prime Controls include the following major items:

ITEM	SERVICE
New Territory WWTP	
1.	Demolition of the existing Annunciator Panel and Verbatim Autodialer.
2.	Installation of conduit and control wire from the new PLC control panel to the existing MCC and chart recorder.
3.	Installation of conduit and control wire from the new Headworks RIO control panel to the existing bar screen control panel.
4.	Installation of an in-plant radio communication system between Headworks RIO and Main PLC.
5.	Installation of a new SCADA workstation.
Greatwood WWTP	
6.	Demolition of the existing Verbatim Autodialer.
7.	Demolition of the existing PLC Control Panel.
8.	Installation of conduit and control wire from the new PLC control panel to the existing MCC, flow transmitters and chart recorders.
9.	Installation of conduit and control wire from the new Headworks RIO control panel to the existing bar screen control panel.
10.	Installation of an in-plant radio communication system between Headworks RIO and Main PLC.
11.	Installation of a new SCADA workstation.
ALL SITES	
12.	Project Management and supervision throughout the duration of the project.
13.	Engineering services for field wiring verification, control panel design including detailed panel wiring schematics and equipment layout for the above referenced control panel.
14.	Panel Fabrication services for the above referenced control panel. The control panel will be assembled in Prime Controls' manufacturing facility and tested before shipping.
15.	PLC/HMI/SCADA System Software Development and Programming
16.	For Items Supplied by Prime Controls: <ul style="list-style-type: none"> a. Installation of Control Panels and Enclosures b. Final Electrical Terminations to Control Panels and Field Instrumentation
17.	Factory and Site Acceptance Testing.
18.	Training Services
19.	Operations and Maintenance Documentation
20.	One (1) Year Warranty Services

PROPOSAL EXCLUSIONS

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

ITEM	EXCLUSION
1.	Procurement, Installation and/or Activation of a DSL line at each site. To be Provided by Others.
2.	Firewall & VPN Tunnel Programming and Configuration. To be Provided by Others.
3.	Furnishing and installation of conduit and power wire for the Headworks RIO panels.
4.	Furnishing and installation of all electrical conduit, raceway, duct banks, wire, etc. required to connect instruments and associated panels that is not specifically called out above.
5.	Furnishing and installation of all electrical power and specialty panels/products including switchgear, MCCs, distribution panels, AFD's/VFD's, disconnects, heat tracing, power monitor devices, etc.
6.	Mechanical installation of all in-line devices (flow meters, valves, etc.).
7.	Furnishing and installation of mechanical piping saddles/mating flanges/process taps and isolating valves required to connect field instrumentation.
8.	Installation of Radio Towers including concrete footings/pads, etc.
9.	Concrete housekeeping/equipment pads.
10.	All "Civil" work including building and vessel modifications, asphalt demolition, patching, concrete foundations, piers, etc.

PROPOSAL CLARIFICATIONS

ITEM	CLARIFICATION
1.	This proposal is based upon the assumption that all of the existing controls and instrumentation are fully operational and do not require replacement.
2.	This proposal is based upon the assumption that there is adequate control wire installed between the individual MCC buckets and existing auto sensory sections at each plant.
3.	Pricing does not include Sales Taxes.
4.	This proposal includes contingency to replace any existing controls that are not in working order and/or add minor electrical components to the applicable MCCs to allow for proper monitoring and control of the pumps in accordance with the Sugar Land standard.
5.	Pricing shall be valid for ninety (90) days only from proposal date.
6.	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.

PROPOSAL PRICING

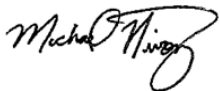
BID ITEM	BASE BID	PRICING
1	New Territory Wastewater Treatment Plant	\$124,379.00
2	Greatwood Wastewater Treatment Plant	\$124,379.00
3	Bonding Cost	\$5,732.00
4	Optional Contingency (5%) for replacement of auxiliary contacts, instrument, etc.	\$12,438.00
TOTAL AMOUNT		\$266,928.00

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



Michael Nivong
Project Manager
Office: 713-244-9747 / Cell: 214-500-6461
m.nivong@prime-control.com

GENERAL TERMS AND CONDITIONS

1. **Applicable Terms:** These General Terms and Conditions shall govern the purchase and sale of equipment and related services referred to in Prime Controls' quotation, proposal or similar document defining equipment, material and/or services to be provided by Prime Controls.
2. **Validity:** Terms and conditions previously agreed to by Prime Controls via executed and currently valid Master Service Agreements (MSAs), Contracts, Subcontracts and/or Blanket Purchase Orders utilized to authorize subject work shall supersede these General Terms and Conditions.
3. **Firm Offer:** Unless otherwise stated in quotation/proposal, 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 to allow for any anticipated or actual increased material/supplier costs.
4. **Sales Tax, Tariffs, Duties:** Unless otherwise stated in quotation/proposal, costs for sales taxes, tariffs, and /or duties are not included in proposal pricing. If applicable, Prime Controls shall 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 quotation/proposal, costs for performance and payment (P&P) and/or maintenance bonds are not included in our proposal pricing. Requested bonds can be provided at industry standard rates and will be invoiced as an additional, separate line item.
6. **Payment:** Unless otherwise stated in quotation/proposal, invoicing shall be progressive and include payment for properly stored material. A proposed schedule of values (SOV) shall be submitted for approval prior to first invoice to establish progressive values. Payment terms to be net thirty (30) days. Pricing is in US Dollars.
7. **Warranty:** Warranty shall include repair or replacement of products furnished by Prime Controls found to be defective due to a manufacturing defect and/or improper workmanship. Unless otherwise stated in proposal/quotation, 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 not covered by this warranty.
8. **Ownership of Materials and Intellectual Property:** All devices, designs (including drawings, plans, specifications, etc.) estimates, prices, notes, electronic data and other documents or information prepared or disclosed by Prime Controls, and all related intellectual property (software, etc.) shall remain Prime Controls' property. Prime Controls shall grant Buyer/Customer a perpetual non-exclusive, non-transferrable license to use application software for its intended purposes. Buyer/Customer shall not disclose such material to third parties without Prime Controls' written consent.
9. **Non-Solicitation of Employees:** It is mutually agreed that neither Seller or Buyer 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 this contract and for a period of one (1) year thereafter.
10. **Cancellation:** If work/order 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 loss, damages or delays due to causes beyond our reasonable control, including without limitations, acts of God, extreme weather events, fire, delays by others, etc..