

**CITY OF SUGAR LAND  
STANDARD CONTRACT FOR  
GENERAL SERVICES**

Over \$50K  
(Rev. 9-5-17)

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

**CITY OF SUGAR LAND**

**CONTRACTOR:** Prime Controls, LP

**By:**

**By:** J. M. Jace McNiel

**Date:**

**Date:** 10-30-2017

**Title:**

**Title:** President

**Company:** Prime Controls, LP

**APPROVED AS TO FORM:**

Dan Shea Smith

**II. General Information and Terms.**

**Contractor's Name and Address:** Prime Controls  
1725 Lakepointe Drive  
Lewisville, TX 75057

**Description of Services:** SCADA Instrumentation and Controls Work for New Territory and Greatwood Water Plants and Water Well

**Maximum Contract Amount:** \$344,000.00

**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. The Contractor will bill the City for the services provided at intervals of at least 30 days, except for the final billing. The City will pay the Contractor for the services provided for in this Contract with current revenues available to the City, but all the City's payments to the Contractor, including the time of payment and the payment of interest on overdue amounts, are subject to the provisions of Chapter 2251 of the 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). Accordingly, those taxes may not be added to any bill.

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 1, 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 1, 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.

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. Contracts for goods and services are subject to the requirements of Section 2270.002, Tex Gov't Code (H.B. 89). Under the provisions of this statute, 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.

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. 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)

#### **IV. Additional Terms or Conditions.**

A. Section 9 of the Prime Controls General Terms and Conditions, attached to Prime Controls Quote No. 062317-JPK R1, dated August 10, 2017, attached hereto and incorporated by reference, reading:

"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,"

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. House Bill 89 Verification (1 page)
- A-3. Prime Controls Quote No. 062317-JPK R1, dated August 10, 2017 (9 pages)

##### **Exhibit B. City's Additional Contract Documents:**

- B-1. Requirements for all Insurance Documents (4 pages)

**EXHIBIT A-1**

**Certificate of Interested Persons with Certification of Filing**

*(See Attached)*

**EXHIBIT A-2**

House Bill 89 Verification

*(See Attached)*

**EXHIBIT A-3**

Prime Controls Quote No. 062317-JPK R1, dated August 10, 2017

*(See Attached)*





1725 LAKEPOINTE DRIVE □ LEWISVILLE, TX 75057  
PHONE 972-221-4849 □ FAX 972-420-4842

August 10, 2017

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

Attn: Danica Mueller

Ref: New Territory & Greatwood Annexation  
Instrumentation and Controls Work  
Prime Controls Quote No.: 062317-JPK R1

### **PRIME CONTROLS PROPOSAL**

Prime Controls is pleased to offer this **revised** proposal for the Instrumentation and Controls work associated with the referenced New Territory & Greatwood 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. No exceptions. Major products and control panels to be furnished by Prime Controls include the following:

ITEM	QTY	DESCRIPTION	REFERENCE
<b>New Territory Water Plant No. 1</b>			
1.	1	Fully Assembled Firewall Enclosure including the following items: <ul style="list-style-type: none"><li>• Cisco ASA 5506H-X with FirePOWER Services Firewall w/ SMARTnet Extended Service Agreement</li><li>• NEMA 12 Enclosure</li><li>• 120VAC DIN Rail Mount Circuit Breaker</li><li>• DIN Rail Mount Receptacle</li><li>• 120VAC Uninterruptible Power Supply (UPS)</li><li>• Lot of misc. panel material (terminal blocks, end stops, etc.)</li></ul>	N/A

2.	1	<p>Fully Assembled PLC Control Panel including the following items:</p> <ul style="list-style-type: none"> <li>• NEMA 12 Enclosure w/ Back Panel</li> <li>• Allen-Bradley CompactLogix PLC</li> <li>• Allen-Bradley PanelView, 10", Color, Touch Screen</li> <li>• Redundant Phoenix Contact 24VDC Power Supplies</li> <li>• Phoenix Contact 24VDC Uninterruptible Power Supply (UPS)</li> <li>• Phoenix Contact 24VDC Redundancy Module</li> <li>• 120VAC Incoming Surge Protection</li> <li>• AC Power Distribution</li> <li>• DC Power Distribution</li> <li>• I/O Marshalling</li> <li>• Analog Surge Suppression</li> <li>• Enclosure Light w/ Door Switch</li> <li>• Convenience Receptacle</li> </ul>	N/A
3.	3	Siemens DS III Pressure Transmitters (Distribution & GST)	N/A
4.	1	Sparling Propeller Flowmeter Transmitter (Retrofit)	N/A
<b>New Territory Water Plant No. 2</b>			
5.	1	<p>Fully Assembled Firewall Enclosure including the following items:</p> <ul style="list-style-type: none"> <li>• Cisco ASA 5506H-X with FirePOWER Services Firewall w/ SMARTnet Extended Service Agreement</li> <li>• NEMA 12 Enclosure</li> <li>• 120VAC DIN Rail Mount Circuit Breaker</li> <li>• DIN Rail Mount Receptacle</li> <li>• 120VAC Uninterruptible Power Supply (UPS)</li> <li>• Lot of misc. panel material (terminal blocks, end stops, etc.)</li> </ul>	N/A
6.	1	<p>Fully Assembled PLC Control Panel including the following items:</p> <ul style="list-style-type: none"> <li>• NEMA 12 Enclosure w/ Back Panel</li> <li>• Allen-Bradley CompactLogix PLC</li> <li>• Allen-Bradley PanelView, 10", Color, Touch Screen</li> <li>• Redundant Phoenix Contact 24VDC Power Supplies</li> <li>• Phoenix Contact 24VDC Uninterruptible Power Supply (UPS)</li> <li>• Phoenix Contact 24VDC Redundancy Module</li> <li>• 120VAC Incoming Surge Protection</li> <li>• AC Power Distribution</li> <li>• DC Power Distribution</li> <li>• I/O Marshalling</li> <li>• Analog Surge Suppression</li> <li>• Enclosure Light w/ Door Switch</li> <li>• Convenience Receptacle</li> </ul>	N/A
7.	1	Badger Meter Propeller Flowmeter Transmitter (Retrofit)	N/A

<b>New Territory Water Plant No. 3</b>			
<b>8.</b>	<b>1</b>	Fully Assembled Firewall Enclosure including the following items: <ul style="list-style-type: none"> <li>• Cisco ASA 5506H-X with FirePOWER Services Firewall w/ SMARTnet Extended Service Agreement</li> <li>• NEMA 12 Enclosure</li> <li>• 120VAC DIN Rail Mount Circuit Breaker</li> <li>• DIN Rail Mount Receptacle</li> <li>• 120VAC Uninterruptible Power Supply (UPS)</li> <li>• Lot of misc. panel material (terminal blocks, end stops, etc.)</li> </ul>	<b>N/A</b>
<b>9.</b>	<b>1</b>	Fully Assembled PLC Control Panel including the following items: <ul style="list-style-type: none"> <li>• NEMA 12 Enclosure w/ Back Panel</li> <li>• Allen-Bradley CompactLogix PLC</li> <li>• Allen-Bradley PanelView, 10", Color, Touch Screen</li> <li>• Redundant Phoenix Contact 24VDC Power Supplies</li> <li>• Phoenix Contact 24VDC Uninterruptible Power Supply (UPS)</li> <li>• Phoenix Contact 24VDC Redundancy Module</li> <li>• 120VAC Incoming Surge Protection</li> <li>• AC Power Distribution</li> <li>• DC Power Distribution</li> <li>• I/O Marshalling</li> <li>• Analog Surge Suppression</li> <li>• Enclosure Light w/ Door Switch</li> <li>• Convenience Receptacle</li> </ul>	<b>N/A</b>
<b>10.</b>	<b>1</b>	Water Specialties Propeller Flowmeter Transmitter (Retrofit)	<b>N/A</b>
<b>Greatwood Water Plant No. 1</b>			
<b>11.</b>	<b>1</b>	Fully Assembled Firewall Enclosure including the following items: <ul style="list-style-type: none"> <li>• Cisco ASA 5506H-X with FirePOWER Services Firewall w/ SMARTnet Extended Service Agreement</li> <li>• NEMA 12 Enclosure</li> <li>• 120VAC DIN Rail Mount Circuit Breaker</li> <li>• DIN Rail Mount Receptacle</li> <li>• 120VAC Uninterruptible Power Supply (UPS)</li> <li>• Lot of misc. panel material (terminal blocks, end stops, etc.)</li> </ul>	<b>N/A</b>
<b>12.</b>	<b>1</b>	Fully Assembled PLC Back Panel including the following items: <ul style="list-style-type: none"> <li>• Back Panel</li> <li>• Allen-Bradley CompactLogix PLC</li> <li>• Redundant Phoenix Contact 24VDC Power Supplies</li> <li>• Phoenix Contact 24VDC Uninterruptible Power Supply (UPS)</li> <li>• Phoenix Contact 24VDC Redundancy Module</li> <li>• 120VAC Incoming Surge Protection</li> <li>• AC Power Distribution</li> <li>• DC Power Distribution</li> <li>• I/O Marshalling</li> <li>• Analog Surge Suppression</li> <li>• Convenience Receptacle</li> </ul>	<b>N/A</b>

13.	1	Allen-Bradley PanelView, 10", Color, Touch Screen	N/A
14.	1	Enclosure Light w/ Door Switch	N/A
15.	2	Propeller Flowmeter Transmitters (Retrofit)	N/A
<b>Greatwood Water Plant No. 2</b>			
16.	1	Fully Assembled Firewall Enclosure including the following items: <ul style="list-style-type: none"> <li>• Cisco ASA 5506H-X with FirePOWER Services Firewall w/ SMARTnet Extended Service Agreement</li> <li>• NEMA 12 Enclosure</li> <li>• 120VAC DIN Rail Mount Circuit Breaker</li> <li>• DIN Rail Mount Receptacle</li> <li>• 120VAC Uninterruptible Power Supply (UPS)</li> <li>• Lot of misc. panel material (terminal blocks, end stops, etc.)</li> </ul>	N/A
17.	1	Fully Assembled Auto Sensory Section PLC Back Panel including the following items: <ul style="list-style-type: none"> <li>• Back Panel</li> <li>• Allen-Bradley CompactLogix PLC</li> <li>• Redundant Phoenix Contact 24VDC Power Supplies</li> <li>• Phoenix Contact 24VDC Uninterruptible Power Supply (UPS)</li> <li>• Phoenix Contact 24VDC Redundancy Module</li> <li>• 120VAC Incoming Surge Protection</li> <li>• AC Power Distribution</li> <li>• DC Power Distribution</li> <li>• I/O Marshalling</li> <li>• Analog Surge Suppression</li> <li>• Convenience Receptacle</li> </ul>	N/A
18.	1	Allen-Bradley PanelView, 10", Color, Touch Screen	N/A
<b>Greatwood Off-Site Water Well</b>			
19.	1	Fully Assembled PLC Control Panel including the following items: <ul style="list-style-type: none"> <li>• NEMA 4X Fiberglass Enclosure w/ Back Panel</li> <li>• Cisco ASA 5506H-X with FirePOWER Services Firewall w/ SMARTnet Extended Service Agreement</li> <li>• Allen-Bradley MicroLogix PLC</li> <li>• Phoenix Contact 24VDC UPS Power Supply</li> <li>• 120VAC Incoming Surge Protection</li> <li>• AC Power Distribution</li> <li>• DC Power Distribution</li> <li>• I/O Marshalling</li> <li>• Analog Surge Suppression</li> <li>• Enclosure Light w/ Door Switch</li> <li>• Convenience Receptacle</li> </ul>	N/A
20.	A/R	DIN rail	N/A
21.	A/R	Feed-through Terminal Blocks	N/A

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

ITEM	SERVICES
<b>New Territory Water Plant No. 1</b>	
1.	Demolition of the existing "Telemetry System" and Raco Chatterbox.
2.	Relocation of the existing ATi Chlorine Leak Monitor & UPS.
3.	Installation of conduit and control wire from the new control panel to the existing MCC.
4.	Installation of conduit and communication cable from the new control panel to the firewall enclosure.
5.	Installation of conduit and control wire from the new control panel to the chlorine analyzer and chlorine leak detector.
6.	<b><i>Installation of control wire from the new control panel to the well propeller meter.</i></b>
<b>New Territory Water Plant No. 2</b>	
7.	Demolition of the existing control panel except for the existing backup controls.
8.	Installation of existing backup controls into the new control panel.
9.	Installation of conduit and communication cable from the new control panel to the firewall enclosure.
10.	Installation of conduit and control wire from the new control panel to the chlorine analyzer and chlorine leak detector.
11.	<b><i>Installation of control wire from the new control panel to the well propeller meter.</i></b>
<b>New Territory Water Plant No. 3</b>	
12.	Demolition of the existing Verbatim auto dialer and telephone.
13.	Demolition of the existing GE PLC.
14.	Demolition of the existing quick panel. Blank spare will be patched.
15.	Installation of conduit and control wire from the new control panel to the existing MCC.
16.	Installation of conduit and communication cable from the new control panel to the firewall enclosure.
17.	Installation of conduit and control wire from the new control panel to the chlorine analyzer and chlorine leak detector.
18.	<b><i>Installation of control wire from the new control panel to the well propeller meter.</i></b>
<b>Greatwood Water Plant No. 1</b>	
19.	Demolition of the existing back panel except for the existing backup controls.
20.	Demolition of existing door components that are no longer required (i.e. OIT, chart recorder, annunciator, LCD displays, controllers, etc.). Black spaces will be patched.
21.	Installation of existing backup controls on the new back panel.
22.	Installation of conduit and communication cable from the new control panel to the firewall enclosure.
23.	Installation of conduit and control wire from the new control panel to the air compressor solenoid and chlorine leak detector.
24.	<b><i>Installation of control wire from the new control panel to the two (2) well propeller meters.</i></b>
<b>Greatwood Water Plant No. 2</b>	
25.	Demolition of the existing auto sensory back panel except for the existing backup controls
26.	Demolition of the existing door components that are no longer required (i.e. OIT, chart recorder, annunciator, LCD displays, controllers, etc.). Black spaces will be patched.
27.	Installation of existing backup controls on the new back panel.
28.	Installation of conduit and communication cable from the new control panel to the firewall enclosure.
29.	Installation of conduit and control wire from the new control panel to the air compressor solenoid and chlorine leak detector.
<b>Greatwood Off-Site Water Well</b>	
30.	Demolition of the existing RTU cabinet including existing Automation Direct PLC.

31.	<b><i>Installation of control wire from the new control panel to the existing MCC.</i></b>
32.	Installation of DIN rail and terminal blocks as required in the existing RTU cabinet to serve as a junction box for all control signals.
<b>ALL SITES</b>	
33.	Engineering services for control panel design including detailed panel wiring schematics and equipment layout for the above referenced control panel.
34.	Panel Fabrication services for the above referenced control panel. The control panel will be assembled in Prime Controls' manufacturing facility and tested before shipping.
35.	PLC/HMI/SCADA System Software Development and Programming per the City of Sugar Land Standard.
36.	Physical Installation of Control Panels and Enclosures supplied by Prime Controls.
37.	For Items Supplied by Prime Controls: <ul style="list-style-type: none"> <li>a. Installation of Instrumentation, including Stands and Brackets</li> <li>b. Installation of Process Tubing Connection Sets</li> <li>c. Final Electrical Terminations to Control Panels and Field Instrumentation</li> </ul>
38.	Field Calibration, Check-Out and Start-Up Services
39.	Factory and Site Acceptance Testing
40.	Training Services
41.	Operations and Maintenance Documentation
42.	Warranty Services

#### **PROPOSAL EXCLUSIONS**

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

ITEM	EXCLUSIONS
1.	Furnishing or installation of any additional software licenses required to accommodate the referenced sites.
2.	Furnishing and/or installation of distribution flow meters at all of the referenced sites.
3.	Furnishing and/or installation of an Operator Interface Terminal (OIT) at the Greatwood Off-Site Water Well. See Clarification #1.
4.	Procurement, Installation and/or Activation of a DSL line at each site. To be Provided by Others.
5.	Firewall & VPN Tunnel Programming and Configuration. To be Provided by Others.
6.	Furnishing and installation of conduit and power wire for the Firewall Enclosures.
7.	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.
8.	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.
9.	Mechanical installation of all in-line devices (flow meters, valves, etc.).
10.	Furnishing and installation of mechanical piping saddles/mating flanges/process taps and isolating valves required to connect field instrumentation.
11.	Concrete housekeeping/equipment pads.
12.	All "Civil" work including building and vessel modifications, asphalt demolition, patching, concrete foundations, piers, etc.
13.	<b><i>Trenching from the electrical/pump buildings to the well pump metering stations at all of the referenced sites.</i></b>
14.	<b><i>Furnishing and/or Installation of underground conduit from the electrical/pump buildings to the well pump metering stations at all of the referenced sites.</i></b>

15.	<i>Trenching from the existing MCC to the new PLC Control Panel and the Greatwood Off-Site Water Well.</i>
16.	<i>Furnishing and/or Installation of underground conduit from the existing MCC to the new PLC Control Panel and the Greatwood Off-Site Water Well.</i>

**PROPOSAL CLARIFICATIONS**

ITEM	CLARIFICATION
1.	Data and information from the Greatwood Off-Site Water Well will be displayed locally at the Greatwood Water Plant No. 2.
2.	The control panel for the Greatwood Off-Site Water Well will include space for the DSL modem.
3.	The Firewall Enclosures will be sized to accommodate the installation of the DSL modem.
4.	This proposal is based upon the assumption that all of the existing controls and instrumentation are fully operational and do not require replacement. <b><i>This includes existing pressure transmitters.</i></b>
5.	This proposal is based upon the assumption that there is adequate conduit and wire between the existing control panel and MCC at New Territory Water Plant No. 2 and Greatwood Water Plant No. 1.
6.	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 New Territory Water Plant No. 3, Greatwood Water Plant No. 2 and Greatwood Off-Site Water Well.
7.	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.
8.	Pricing does not include Sales Taxes or Bonding costs. The bonding cost listed below is based upon the selection of all bid items and alternate bid items. Final bonding cost can be provided once scope is finalized.
9.	Pricing shall be valid for 90 days only from proposal date.
10.	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**

<b>BID ITEM</b>	<b>BASE BID</b>	<b>PRICING</b>
1	New Territory Water Plant No. 1	\$63,100.00
2	New Territory Water Plant No. 2	\$59,600.00
3	New Territory Water Plant No. 3	\$58,900.00
4	Greatwood Water Plant No. 1	\$58,500.00
5	Greatwood Water Plant No. 2	\$57,200.00
6	Greatwood Off-Site Water Well	\$31,800.00
<b>TOTAL BASE BID AMOUNT</b>		<b>\$329,100.00</b>
<b>ITEM</b>	<b>OPTIONAL BID</b>	<b>PRICING</b>
<b>Opt. 1</b>	<i>Contingency for replacement of non-functional control components (MCC aux contact, relays, etc.)</i>	<b>\$8,400.00</b>
	<b>TOTAL OPTIONS AMOUNT</b>	<b>\$8,400.00</b>
	<b>TOTAL BID AMOUNT WITH OPTIONS</b>	<b>\$337,500.00</b>
	<b>BONDING COST</b>	<b>\$6,500.00</b>
	<b>TOTAL BID AMOUNT WITH OPTIONS</b>	<b>\$344,000.00</b>

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..

**EXHIBIT B-1**

Requirements for all Insurance Documents

*(See Attached)*

## REQUIREMENTS FOR ALL INSURANCE DOCUMENTS

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 2010/05) 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. The Worker's Compensation policy shall include the All States Endorsement for construction contracts.
- N. Defense costs must be excluded from the face amount of the General Liability and Auto Liability policies.
- O. Upon request, Contractor shall furnish The City of Sugar Land with certified copies of all insurance policies.
- P. 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](mailto:purchasing@sugarlandtx.gov)  
Faxed to: 281 275-2741

Questions, please contact Todd Reed, Purchasing Manager, City of Sugar Land 281 275-2734



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
01/01/1900

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> ABC Insurance Agency 555 Main Street Tampa, FL 33333-0000	<b>CONTACT NAME:</b> <b>PHONE (A/C, No, Ext):</b> <b>FAX (A/C, No):</b> <b>E-MAIL ADDRESS:</b>														
<b>INSURED</b>  XYZ Company 123 Apple Street Tampa, FL 22222-0000	<table border="1"><thead><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A: Insurance Carrier</td><td>00000</td></tr><tr><td>INSURER B: Insurance Carrier</td><td>00000</td></tr><tr><td>INSURER C: Insurance Carrier</td><td>00000</td></tr><tr><td>INSURER D: Insurance Carrier</td><td>00000</td></tr><tr><td>INSURER E: Insurance Carrier</td><td>00000</td></tr><tr><td>INSURER F: Insurance Carrier</td><td>00000</td></tr></tbody></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Insurance Carrier	00000	INSURER B: Insurance Carrier	00000	INSURER C: Insurance Carrier	00000	INSURER D: Insurance Carrier	00000	INSURER E: Insurance Carrier	00000	INSURER F: Insurance Carrier	00000
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INSURER F: Insurance Carrier	00000														

## COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY					
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
						MED EXP (Any one person) \$ 5,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					
	<input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC					PERSONAL & ADV INJURY \$ 1,000,000
						GENERAL AGGREGATE \$ 2,000,000
						PRODUCTS - COM/PROP AGG \$ 1,000,000
						\$
B	AUTOMOBILE LIABILITY					
	<input checked="" type="checkbox"/> ANY AUTO					COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> ALL OWNED AUTOS					BODILY INJURY (Per person) \$
	<input type="checkbox"/> HIRED AUTOS					BODILY INJURY (Per accident) \$
	SCHEDULED AUTOS					PROPERTY DAMAGE (Per accident) \$
	NON-OWNED AUTOS					\$
						\$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB					EACH OCCURRENCE \$
	<input checked="" type="checkbox"/> EXCESS LIAB					AGGREGATE \$
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$					\$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDED? (Mandatory in NH)					E.L. EACH ACCIDENT \$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - EA EMPLOYEE \$ 500,000
						E.L. DISEASE - POLICY LIMIT \$ 500,000
E	Builder's Risk					100% Insurable Value, replacement cost basis
	Professional Services					\$1,000,000 each claim / \$1,000,000 aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Effective January 1, 2012 must be compliant with Chapter 1811, Tex. Ins. Code (SB 425 enacted by Texas Legislature 82(R) session in 2011).

## CERTIFICATE HOLDER

## CANCELLATION

City of Sugar Land P.O. Box 110 Sugar Land, TX 77487-0110 Attention: Purchasing Office	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE
	AUTHORIZED SIGNATURE REQUIRED HERE

S

(Instructions for completing and submitting a certificate to the City of Sugar Land)

Complete the certificate of insurance with the information listed below:

- A) Certificate of Insurance date
- B) Producer (Insurance Agency) Information -complete name, address, telephone information, & email address.
- C) Insured's (Insurance Policy Holder) Information -complete name & address information
- D) Insurer (name/names of insurance company) **\*\***(Remember the City requires all insurance companies to be Authorized to do business in the State of Texas and be rated by A.M. Best with a rating of B+ (or better) Class VI (or higher) or otherwise be acceptable to the City if not rated by A. M. Best)
- E) NAIC # (National Association of Insurance Commissioners, a # that is assigned by the State to all insurance companies)
- F) Insurer letter represents which insurance company provides which type of coverage from D
- G) General Liability Insurance Policy - must have an (x) in box. Also, "Occurrence" type policy -must have an (x) in the box (occurrence policy preferred but claims made policy can be accepted with special approval)
- H) This section shall be filled in with "Y" for yes under Additional Insured for all coverages, except for Professional Liability and Workers' Compensation. There shall also be a "Y" for yes under all coverages for subrogation waived.
- I) Automobile Liability Insurance – must be checked for Any Auto, All Owned Autos, Hired Autos
- J) Umbrella Coverage – must be checked in this section and by occurrence whenever it is required by written contract and in accordance with the contract value.
- K) Worker's Compensation and Employers Liability Insurance - information must be completed in this section of the certificate of insurance form (if applicable)
- L) Builder's Risk Policy – for construction projects as designated by the City of Sugar Land.  
Professional Liability Coverage – for professional services if required by the City of Sugar Land.
- M) Insurance Policy #'s
- N) Insurance policy effective dates (always check for current dates)
- O) Insurance Policy limits (See **Insurance Requirements Checklist**)
- P) This section is to list projects, dates of projects, or location of project. Endorsements to the insurance policy(ies) must be provided separately and not in this section. The following endorsements are required by the City of Sugar Land.
  - (1) Adding the City of Sugar Land as an additional insured. The "additional insured" endorsement is not required for professional liability and workers compensation insurance; and
  - (2) Waiver of Subrogation
  - (3) Primary and Non-Contributory
  - (4) Cancellation Notice
- Q) City of Sugar Land's name and address information must be listed in this section
- R) Notice of cancellation, non-renewal, or material change to the insurance policy(ies) must be provided to the City of Sugar Land in accordance with a cancellation notice endorsement to the policy and/or per the policy provisions based on the endorsement adding the City as an additional insured. (Sec. 1811.155, Tex. Ins. Code)
- S) The certificate must be signed by the Authorized Agent in this section of the certificate form.

## INSURANCE REQUIREMENTS-PROJECT SPECIFIC

**City Staff shall determine the appropriate level of risk and assign the insurance requirements based on that risk. All Insurance Documents will be reviewed by Purchasing and Risk.**

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

### Coverages Required & Limits (Figures Denote Minimums)

<input checked="" type="checkbox"/> Workers' Compensation	Statutory limits, State of TX.		
<input checked="" type="checkbox"/> Employers' Liability	\$500,000 per employee per disease / \$500,000 per employee per accident / \$500,000 by disease aggregate		
<input checked="" type="checkbox"/> Commercial General Liability:			
	<input type="checkbox"/> Very High/High Risk	<input checked="" 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 type="checkbox"/> Very High/ High Risk	<input checked="" 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)

☐ 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.