



SERVICES AGREEMENT

This Services Agreement (Agreement) made and entered into the day and year set forth in the Agreement Period section below by and between the Laramie County, Wyoming Government (County) and InControl, Inc., (Service Provider).

WITNESSETH:

In consideration of the mutual covenants and obligations herein expressed, it is agreed by and between the parties hereto as follows:

1. Scope of Service. The Service Provider agrees to provide Services in accordance with the Scope of Services (Services) attached as Exhibit A, consisting of seven (7) pages and incorporated herein. Irrespective of references in to named third parties in this Agreement and its Exhibits, the Service Provider shall be solely responsible for performance of all duties hereunder.
2. Changes. The County may, at any time during the term of the Agreement, make changes to the Agreement. Such changes shall be agreed upon in writing by the parties, including review and approval by the Laramie County Attorney's Office. Any document purporting to modify this Agreement that fails to meet this standard shall be ineffective as to modification.
3. Agreement Period. Agreement shall commence upon the execution of this document, (the Effective Date) and shall continue in full force and effect for one (1) year, unless sooner terminated as herein provided.
4. Early Termination by County. Notwithstanding the time periods contained herein, the County may terminate this Agreement at any time without cause or penalty by providing at least ten (10) calendar days written notice of termination to the Service Provider.

In the event of early termination by the County, the Service Provider shall be paid for Services rendered up to the date of termination, subject to the satisfactory performance of the Service Provider's obligations under this Agreement. Service Provider shall submit a final invoice within ten (10) calendar days of the effective date of termination. Payment shall be the Service Provider's sole right and remedy for termination.

5. Notices. All notices provided under this Agreement shall be effective immediately when emailed or three (3) business days from the date of the notice when mailed to the following addresses:



Service Provider:

In Control

Attn: Cade Beeton

5301 E River Rd

Fridley, MN 55421

Cade.beeton@incontrol.net

County:

Laramie County

Attn: John Poelma

310 W 19th St Suite 410

Cheyenne, WY 82001

[John.poelma@laramiecou](mailto:John.poelma@laramiecountywy.gov)
ntywy.gov

Copy to:

Laramie County

Attn: Procurement Dept.

310 W 19th Ste Suite 410

Cheyenne, WY 82001

[Jd.mccune@laramiecou](mailto:Jd.mccune@laramiecountywy.gov)
ntywy.gov

All notices under this Agreement shall be written.

All notices required and permitted under this Agreement shall be deemed to have been given, if and when deposited in the U.S. Mail, properly stamped and addressed to the party for whom intended at such parties' address listed herein, or when personally delivered personally to such party. A party may change its address for notice hereunder by giving written notice to the other party.

6. Compensation. In consideration of the Services to be performed pursuant to this Agreement, the County agrees to pay the Service Provider a fixed fee in the amount of Two Hundred Thirty-Six Thousand Nine Hundred Eight Dollars and Thirty-Five Cents (\$236,908.35) in accordance with Exhibit B, consisting of one (1) page, attached and incorporated herein. Monthly partial payments based upon the Service Provider's billings and itemized statements are permissible. The amounts of all such partial payments shall be based upon the Service Provider's County-verified progress in completing the Services to be performed pursuant hereto and upon the County's approval of the Service Provider's actual reimbursable expenses. Final payment shall be made following acceptance of the Services by the County.

Invoices shall be emailed to the County Project Manager. The cost of the completed work shall be paid to the Service Provider following the submittal of a correct, itemized invoice by the Service Provider. Pursuant to W.S. § 39-15-101 et seq, as amended, the County is exempt from paying many taxes. The County reserves the right to object to any itemized taxes or tariffs to be split by the parties.

Invoices shall be emailed or mailed to the County Project Manager as defined in Section 13. The cost of the completed work shall be paid to the Service Provider following the submittal of a correct, itemized invoice by the Service Provider.

Payments shall be in accordance with W.S. § 16-6-602 (as amended), and the County shall pay all corrected and approved invoices within forty-five (45) days.

7. Design and Service Standards. The Service Provider warrants and shall be responsible for the professional quality, technical accuracy, accessibility requirements under ADA and



Public Accommodations and Technology Accessibility sections below, timely completion and the coordination of all Services rendered by the Service Provider, and the Project Instruments as defined in the Project Instruments and License section below. The Service Provider shall, without additional compensation, promptly remedy and correct any errors, omissions, or other deficiencies from such standards.

8. Indemnification. The Service Provider shall indemnify, defend, and hold harmless the County and its officers and employees, to the maximum extent permitted under Wyoming law, against and from any and all actions, suits, claims, demands, or liability of any character whatsoever claimed by the Service Provider or third parties against the County arising out of or related to this Agreement (including but not limited to contract, tort, intellectual property, accessibility, or otherwise), but only to the extent caused by the alleged negligent acts or omissions of the Service Provider. This obligation extends to reimbursement of the County's defense costs and reasonable attorney fees, if a fault is proved to be solely caused by the Service Provider.
9. Insurance. The Service Provider shall maintain insurance in accordance with Exhibit C, consisting of two (2), attached and incorporated herein.
10. Waiver of Subrogation. The Professional hereby grants to the County a waiver of any right to subrogation which any insurer of said Professional may acquire against the County by virtue of the payment of any loss under such insurance. Professional agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the Professional has received a waiver of subrogation endorsement from the insurer.
11. Appropriation. The County's payment obligation is conditioned upon the availability of funds which are appropriated or allocated for the payment of this obligation. If funds are not allocated and available for the continuance of the services and equipment provided by Service Provider, the Agreement may be terminated by the County at the end of the period for which funds are available. The County may not exercise this provision for the purpose of replacing Service Provider with another provider of substantially similar services. The County shall notify Service Provider at the earliest possible time of the services which will or may be affected by a shortage of funds. At the earliest possible time means at least thirty (30) days before the shortage will affect payment of claims, if the County knows of the shortage at least thirty (30) days in advance. No penalty shall be accrued to the County in the event this provision is carried out, and the County shall not be obligated or liable for any future payments due or for any damages as a result of termination under this provision. This provision shall not be interpreted or construed to permit County to terminate this Agreement in order to acquire similar services from another party.



12. Project Instruments and License.

- a. Upon execution of this Agreement, the Service Provider grants to the County an irrevocable, unlimited and royalty free license to use any and all sketches, drawings, as-builts, specifications, designs, blueprints, data files, calculations, studies, analysis, renderings, models, plans, reports, and other deliverables (Project Instruments), in any form whatsoever and in any medium expressed, for purposes of constructing, using, maintaining, altering and adding to the project, provided that the County substantially performs its obligations under the Agreement. The license granted hereunder permits the County and third parties reasonably authorized by the County to reproduce applicable portions of the Project Instruments for use in performing the Services or construction for the project. In addition, the license granted hereunder shall permit the County and third parties reasonably authorized by the County to reproduce and use the Project Instruments for similar projects, provided however, in such event the Service Provider shall not be held responsible for the design to the extent the County deviates from the Project Instruments. This license shall survive termination of the Agreement by default or otherwise.
- b. Upon payment of each invoice, associated Project Instruments rendered by the Service Provider shall become the County's property. The Service Provider shall provide the County with the Project Instruments in electronic format in a mutually agreed upon file type.

13. County Project Manager. The County will designate, before commencement of the Services, the County Project Manager who shall make, within the scope of their authority, all necessary and proper decisions with reference to the Services provided under this Agreement. All requests for contract interpretations, change order, and other clarification or instruction shall be directed to the County Project Manager.

The initial County Project Manager for this Agreement is John Poelma and can be reached at john.poelma@laramiecountywy.gov. The County Project Manager is subject to change by the County.

14. Independent Contractor. The services to be performed by Service Provider are those of an independent contractor and not as an employee of the County. The Service Provider is not eligible for Laramie County Employee benefits and will be treated as an independent contractor for federal tax filing purposes. The Service Provider assumes responsibility for its personnel who provide services pursuant to this Contract and will make all deductions required of employers by state, federal and local laws and shall maintain liability insurance for each of them. The Service Provider is free to perform the same or similar services for others.



15. Personal Services. It is understood that the County enters into this Agreement based on the special abilities of the Service Provider and that this Agreement shall be considered as an Agreement for personal services. Accordingly, the Service Provider shall neither assign any responsibilities nor delegate any duties arising under this Agreement without the prior written consent of the County.
16. Subcontractors/Subconsultants. The Service Provider may not subcontract any of the Services without the prior written consent of the County, which shall not be unreasonably withheld. If any of the Services is subcontracted hereunder, with the consent of the County, then the following provisions shall apply:
 - a. the subcontractor must be a reputable, qualified firm with an established record of successful performance in its respective trade performing identical or substantially similar work;
 - b. the subcontractor will be required to comply with all applicable terms of this Agreement;
 - c. the subcontract will not create any contractual relationship between any such subcontractor and the County, nor will it obligate the County to pay or see to the payment of any subcontractor; and
 - d. the work of the subcontractor will be subject to inspection by the County to the same extent as the work of the Service Provider.

The Service Provider shall require all subcontractor/subconsultants performing Services hereunder to maintain insurance coverage naming the County as an additional insured under this Agreement and Exhibit C, consisting of two (2) pages, attached and incorporated herein. The Service Provider shall maintain a copy of each subcontractor's/subconsultant's certificate evidencing the required insurance. Upon request, the Service Provider shall promptly provide the County with a copy of the certificate(s).

The Service Provider shall be responsible for any liability directly or indirectly arising out of the Services performed under this Agreement by a subcontractor/subconsultant, which liability is not covered by the subcontractor/subconsultant's insurance.

17. Acceptance Not Waiver. The County's approval of Project Instruments furnished hereunder shall not in any way relieve the Service Provider of responsibility for the quality or technical accuracy of the Services. The County's approval or acceptance of, or payment for, any of the Services shall not be construed to operate as a waiver of any rights or benefits provided to the County under this Agreement.
18. Default. Each and every term and condition hereof shall be deemed to be a material element of this Agreement. In the event either party should fail to or refuse to perform according to the terms of this Agreement, that party may be declared in default upon notice.



19. Remedies. In the event a party has been declared in default, that defaulting party shall be allowed a period of ten (10) calendar days from the date of notice within which to cure said default. In the event the default remains uncorrected at the sole discretion of the County, the party declaring default may elect to:

- a. terminate the Agreement and seek damages;
- b. treat the Agreement as continuing and require specific performance; or
- c. avail themselves of any other remedy at law or equity.

In the event of a dispute between the parties regarding this Agreement, each party shall bear its own attorney fees and costs, except as provided for in the Indemnification and Technology Accessibility sections.

20. Entire Agreement; Binding Effect; Authority to Execute. This Agreement, along with all Exhibits and other documents incorporated herein, shall constitute the entire Agreement of the parties regarding this transaction and the matter recited herein. This Agreement supersedes any prior agreements, promises, or understandings as to the matter recited herein. The Agreement shall be binding upon the parties, their officers, employees, agents and assigns and shall inure to the benefit of the respective survivors, heirs, personal representatives, successors and assigns of said parties. Covenants or representations regarding the matter recited herein, not contained in this Agreement shall not be binding on the parties. Each person executing this Agreement affirms that they have the necessary authority to sign on behalf of their respective party and to bind that party to the terms of this Agreement.

21. Assignment. Nothing within this agreement or any incorporated documents herein, nor any rights or obligations hereunder shall be assigned or delegated by a party without the prior written consent of the other party.

22. Conflict of Interest. County and Service Provider affirm, to their knowledge, no Service Provider employee has any personal beneficial interest whatsoever in the agreement described herein. No staff member of Service Provider, compensated either partially or wholly with funds from this Agreement, shall engage in any conduct or activity which would constitute a conflict of interest relative to this Agreement.

23. Law/Severability. The parties mutually understand and agree this Agreement and shall be governed by and interpreted pursuant to the laws of the State of Wyoming. If any dispute arises between the parties from or concerning this Agreement and Addendum or the subject matter hereof, any suit or proceeding at law or in equity shall be brought in the District Court of the State of Wyoming, First Judicial District, sitting at Cheyenne, Wyoming or the Federal District Court, District of Wyoming. This provision is not intended, nor shall it be construed to waive the County's governmental immunity as provided in this Agreement



24. Prohibition Against Unlawful Discrimination. The Service Provider acknowledges that the County, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and any associated State or Federal laws and regulations, strictly prohibits unlawful discrimination based on an individual's gender (regardless of gender identity or gender expression), race, color, religion, creed, national origin, ancestry, age forty (40) years or older, marital status, disability, sexual orientation, genetic information, or other characteristics protected by law. Pursuant to Federal Law sexual orientation means a person's actual or perceived orientation toward heterosexuality, homosexuality, and bisexuality. The County also strictly prohibits unlawful harassment in the workplace, including sexual harassment. Further, the County strictly prohibits unlawful retaliation against a person who engages in protected activity. Protected activity includes an employee complaining that the employee has been discriminated against in violation of the above policy or participating in an employment discrimination proceeding.

The Service Provider shall comply with the County's policy for equal employment opportunity and prohibit unlawful discrimination, harassment and retaliation. This requirement also applies to all third-party subcontractors/subconsultants at every tier.

25. ADA and Public Accommodations. In performing the Services required hereunder, the Service Provider agrees to meet all requirements of the Americans with Disabilities Act of 1990 (ADA), P.L. 101-336, 42 U.S.C. § 12101, *et seq.*, and all applicable rules and regulations and all applicable Wyoming public accommodation laws, which are imposed directly on the Service Provider or which would be imposed on the County as a public entity.
26. Technology Accessibility. The Service Provider represents that the Project Instruments hereunder, shall fully comply with all applicable provisions of the Wyoming Technology Access Program (WYTAP), Web Content Accessibility Guidelines (WCAG). The Service Provider shall also comply with all State of Wyoming technology standards related to technology accessibility and with Level AA of the most current version of the WCAG, incorporated in the State of Wyoming technology standards.

To confirm that the Project Instruments meet these standards, the Service Provider may be required to demonstrate compliance. The Service Provider shall indemnify, save, and hold harmless the County against any and all costs, expenses, claims, damages, liability, court awards and other amounts (including reasonable attorneys' fees and related costs) incurred by the County in relation to the Service Provider's failure to comply with the technology access standards listed above.

The County may require the Service Provider's compliance to the State's Accessibility Standards to be determined by a third party selected by the County to attest to the Project Instruments and software compliance with the Accessibility Standards for Individuals with Disability.



27. Governmental/Sovereign Immunity. The County does not waive its Governmental/Sovereign Immunity, as provided by any applicable law including W.S. § 1-39-101 *et seq.*, by entering into this Agreement. Further, the County fully retains all immunities and defenses provided by law with regard to any action, whether in tort, contract or any other theory of law, based on this Agreement. Designations of venue, choice of law, enforcement actions, and similar provisions shall not be construed as a waiver of sovereign immunity. The parties agree that any ambiguity in this Agreement shall be construed in favor of immunity.
28. Wyoming Public Records Act. Service Provider acknowledges that the County is a governmental entity subject to the Wyoming Public Records Act, W.S. § 16-4-201 *et seq.* (WPRA), and documents in the County's possession may be considered public records subject to disclosure under the WPRA. The parties agree that this Agreement and all incorporated Exhibits, unless specifically marked as Confidential, are considered public records under the WPRA.
29. Delay. Time is of the essence. Subject to Force Majeure, if the Service Provider is temporarily delayed in whole or in part from performing its obligations, then the Service Provider shall provide written notice to the County within two (2) business days defining the nature of the delay. Provision of written notice under this Section shall not operate as a waiver of any rights or benefits provided to the County under this Agreement.
30. Force Majeure. No party hereto shall be considered in default in the performance of an obligation hereunder to the extent that performance of such obligation is delayed, hindered, or prevented by force majeure. Force majeure shall be any cause beyond the control of the party that could not reasonably have been foreseen and guarded against. Force majeure includes, but is not limited to, acts of God, fires, riots, pandemics, incendiarism, interference by civil or military authorities, compliance with regulations or orders of military authorities, and acts of war (declared or undeclared), provided the cause could not have been reasonably foreseen and guarded against by the affected party. Force majeure shall not include increases in labor, commodity, utility, material, supply, fuel, or energy costs, or compliance with regulations or orders of civil authorities. To the extent that the performance is actually prevented, the Service Provider must provide notice to the County of such condition within ten (10) calendar days from the onset of the condition.
31. Special Provisions. Special provisions or conditions relating to the Services to be performed pursuant to this Agreement are set forth in Exhibit D - Confidentiality, consisting of four (4) pages incorporated herein.
32. Order of Precedence. In the event of a conflict or inconsistency within this Agreement, the conflict or inconsistency shall be resolved by giving preference to the documents in the following order of priority:



- a. The body of this Agreement (and any written amendment),
 - b. Exhibits to this Agreement
33. Prohibited Terms. Nothing in any Exhibit or other attachment shall be construed as a waiver of any provision above. Any terms included in any Exhibit or other attachment that requires the County to indemnify or hold Service Provider harmless; requires the County to agree to binding arbitration; limits Service Provider's liability; or that conflicts with statute shall be void.
34. Assertion of Agency, Personal Guarantee. By signing below, for Service Provider, the individual (hereinafter "signor") asserts they have authority to bind Service Provider to this agreement and that the asserted entity is not defunct or dissolved.

[Signature Page Follows]



LARAMIE COUNTY, WYOMING GOVERNMENT

By: _____

Date: _____

ATTEST:

APPROVED AS TO FORM:

IN CONTROL, INC.

By: _____

Printed: _____

Title: _____

Date: _____



EXHIBIT A SCOPE OF SERVICES

The existing Control System was provided and installed by In Control in early 2012. The Water Tower Control Panel has since been modified by TLECC. Certain components of the system are obsolete, and emergency replacement of a failed component may require extended downtime to obtain and install a replacement.

Where indicated, onsite work will be provided by In Control Engineers and/or Technicians, with some work requiring installation by an Electrical Contractor. The In Control Engineer, in conjunction with Laramie County staff (staff), will coordinate scheduling and onsite work with the third-party Electrical Contractor (EC) for all installations where the EC is required. The anticipated installation timeline will necessitate non-contiguous on-site visits. In Control cannot be held responsible for schedule slip due to the EC's availability.

- **Water Tower Panel** -An EC will be needed to remove the old backpanel and install the new backpanel.
- **New Cellular Dialer in outbuilding** - We'll need the EC to install the dialer, install the external antenna, wire an RJ45 cable over to the existing SCADA network switch.
- **Existing Well panels** – EC to Install external cellular antenna and run two LMR100 cables (provided by Contractor) to each antenna from the cellular modems. Contractor will remove and replace backpanels with EC's assistance. The EC will be needed for punching holes in existing panel enclosure bottoms for antenna lightning arrestors.
- **WW Panel – Contractor needs the PLC program (with description and passwords) from Laramie County. The county will likely need to sign a software release from TLECC to get this data. We need this as soon as possible.**

Control and communications between the Tower (master) and the (3) Well sites rely upon Phoenix Contact 900MHz I/O Radios. The installed radios have been obsoleted by Phoenix Contact. Our Proposal includes replacement of the radios with Cellular communications at the (3) Well sites. Work inside the Control Panels by Contractor. External Cellular Antennas and cables (equipment provided) demo and installations by others. SIM cards for the Cellular Modems to be provided by Owner to In Control a minimum of one month prior to startup.

Along with the radio system replacements, In Control will provide replacement and addition of other system components, including:

- A virtualized VTScada HMI application to be hosted on the Owner's server system. The VTScada will be provided as a fully redundant Dual Server, automatic failover configuration and will include Development and Remote Alarm Notification capabilities. Contractor Engineers will work with the Owner's IT department for a complete solution.
- A Watchguard Internet Security Appliance will be added to the Tower site (or other location at Owner's discretion) to provide a connection to the Owner-provided ISP service for secure access to the networked PLCs and SCADA for remote support. This connection can also provide secure remote access to the SCADA for monitoring and control of the system from an Owner's computer, tablet or smartphone. The Owner will control all source/destination addresses on provided network.



- Upgrades to the existing Water Tower site Control Panel enclosure are such that a complete backpanel replacement will be the most efficient method. The backpanel will be fully assembled and tested at In Control prior to shipment. Due to size and weight handling, assistance by an EC or others for mechanical removal and replacement will be required.

The new Programmable Logic Controller at the Tower will serve as the Data Concentrator for all sites to route data to/from the VTScada HMI, in addition to retaining all current operations at the Tower.

A new Industrial PC (IPC) with Touchscreen will be installed in the Enclosure door, replacing the existing Red Lion display. The IPC will operate as a Client to the VTScada HMI application.

- Existing 900MHz Radio I/O Antenna and cable removal by others.
- Ethernet network connection availability provided by others.
- A new Cellular Alarm “Dialer” to provide alarm notification backup will be provided by Contractor for installation in the outbuilding at the Tower site. The Dialer will require wall mounting, a 120VAC receptacle for the plug-in power supply, an Ethernet connection to the SCADA network, and External Cellular Antenna and cable (equipment provided).
 - Installation (Dialer mounting, Antenna install and Ethernet network connection) by others.
- Upgrades to the existing Well site Control Panel enclosures are such that complete backpanel replacements will be the most efficient method. The backpanels will be fully assembled and tested at In Control prior to shipment. Contractor Engineers and/or Technicians will perform the removal and replacement.
 - Existing 900MHz Radio I/O Antenna and cable removal by others.
 - Cellular Antenna and Cable installation by others. Note that the Cellular Antenna is proposed with (2) parallel cables, and our recommendation is that the existing cable should be replaced. The LMR400 cable has a recommended maximum distance of 75ft and an outer diameter of 0.405 inches. From our records, the existing Antenna runs are of 1.5 inch ID conduit.
 - Cellular Data Service and SIM Cards to be provided by Owner. SIM cards to be provided to Contractor ahead of Installation for system testing.



- Wastewater System Integration: The existing Wastewater Control Panel PLC was originally provided by Orenco Systems, and was replaced with an Allen-Bradley MicroLogix 1400 by TLECC. Per Owner request, the Wastewater system will be monitored only (no control) by the new VTScada HMI. Contractor's solution includes accessing data from the MicroLogix PLC over the Ethernet network to the new PLC in the Water Tower Control Panel. This requires the Wastewater PLC to be on the same Ethernet subnet, and/or a bridge between subnets to be provided. Contractor Engineers will work with the Owner's IT department for a complete solution.
- Installation Planning:
 - **In Control - Startup/Changeover Plan**
 - Install VTScada VM's on Owner's Servers (including remote support connection and WatchGuard installation) and verify functionality.
 - Top off water level to Water Tower.
 - Upgrade Water Tower Panel and at least one Well site (anticipate one full day for EC. Test all Telemetry, I/O points / instruments / pumps etc. functionality through the PLC and VTScada. Startup and run in Automatic.
 - Perform the same at the remaining Wellsites.
 - Wastewater – Update existing Wastewater PLC program and connect to the Water SCADA network (Network connection availability provided by Owner). Test functionality through the PLC and VTScada. Startup and run in Automatic.
 - Cellular Alarm Dialer installation, antenna, power connection and connection to the Water SCADA network (Network connection availability provided by Owner) will be performed by the EC. Programming, checkout and startup by In Control.
 - SCADA Functions: Test all other functions: Trending, Alarming, Reporting.
- A smooth changeover will require teamwork and assistance from Owner's IT department and other personnel as called out in this proposal. On-site and prior to installation, we recommend the VTScada VMs be installed onto the County's servers and the Water Tower Backpanel be temporarily powered and connected to the network to test the new system while retaining the existing system functions. Once initial testing is completed satisfactorily and the Tower is full, the Tower Panel will be powered down and the backpanel replaced. At least one Well Panel will be upgraded immediately after or in conjunction with the Tower Panel upgrade. Contractor's plan is to have (2) people onsite for the full installation, and will coordinate with others as required and called out in this proposal.



- Provision of certain items in this Proposal depends upon the following to be provided to Contractor by the Owner. Programs should be up-to-date with those currently in operation, and be unlocked (not password protected), or the passwords provided:
 - Wastewater PLC Program application file, with comments
 - Wastewater OIT (Red Lion) Program application file
 - Water Tower OIT (Red Lion) Program application file
 - System drawings / schematic files would be helpful

Proposed Materials and Services

Item 1 - Professional Engineering Services as the System Integrator

- A. One project manager will be assigned as a primary point of contact through project completion
- B. A project team consisting of up to (3) Engineers will be assigned to the project
- C. Engineering review meetings will be conducted on a timely basis as required
- D. Industry best practices, proven control approaches and standardized objects will be implemented in the design, configuration, and development of the entire system
- E. PLC and SCADA Programming is included and will be tested prior to start up
- F. The entire design including control panel schematics and control panel manufacturing will be completed internally with functional testing prior to start up
- G. Electronic drawings will be drafted and submitted. As Built drawings will be provided electronically upon shipment of control panels. Final drawings and O&M documents will be provided electronically after substantial completion.



Item 2 - Control Panel Equipment

Control Panel backpanel replacements include all required circuit protection, controllers, power supplies, relays, terminals, etc. All backpanels will be powered, tested, and validated prior to shipment. The following backpanels will be upgraded in the field by Contractor Engineers and/or Technicians, with assistance from an EC or others for mechanical removal and replacement where required:

- A. (1) Water Tower PLC Enclosure Backpanel, including:
 - 1. (1) Replacement Backpanel, fits 48x36 Enclosure, Galvanized, Steel
 - 2. Incoming Power:
 - a. (1) Circuit Breaker, 1-pole, 20 amp
 - b. (1) Power Surge Arrestor
 - c. Ground bar and Neutral terminals
 - 3. Enclosure Anti-condensation heater with Thermostat
 - 4. GFCI Convenience Receptacle (for computer connection only)
 - 5. Uninterruptible Power Supply (UPS):
 - a. Dual Conversion Online UPS, Sinewave, 1500VA
 - b. In Control automatic bypass circuit
 - 6. (1) 24VDC Power Supply
 - 7. Programmable Logic Controller (PLC), Allen-Bradley CompactLogix 5069 system:
 - a. (1) PLC Processor, 5069-L320ER, 2MB
 - b. (2) 16 Channel 24VDC Sink Input Module, 5069-IB16
 - c. (1) 16 Channel 24V DC Source Output Module, 5069-OB16
 - d. (16) Interposing Relay Terminal
 - e. (1) 8 Channel Voltage/Current Analog Input Module, 5069-IF8
 - f. (1) 8 Channel Voltage/Current Analog Output Module, 5069-OF8
 - 8. (1) HMI Touchscreen Terminal, 15.6" all-in-one Panel PC, 1920x1080, Windows 11 LTSC, Intel Core i7, 16GB Memory DDR5, 1TB SSD, Panel Mount Gasket, UL Certified
 - 9. (1) Unmanaged Ethernet Switch, 5 RJ45 copper ports, for panel internal connections and external connection to Owner's network (by others)
 - 10. (1) Shelf for mounting of Watchguard Internet Security Appliance, if this Control Panel is decided as its location



- B. (3) Well PLC Enclosure Backpanels, each including:
1. (1) Replacement Backpanel, fits 36x24 Enclosure, Galvanized, Steel
 2. Incoming Power:
 - a. (1) Circuit Breaker, 1-pole, 20 amp
 - b. (1) Power Surge Arrestor
 - c. Ground bar and Neutral terminals
 3. Enclosure Anti-condensation heater with Thermostat
 4. GFCI Convenience Receptacle (for computer connection only)
 5. Uninterruptible Power Supply (UPS):
 - a. Dual Conversion Online UPS, Sinewave, 1000VA
 - b. In Control automatic bypass circuit
 6. (1) 24VDC Power Supply
 7. Programmable Logic Controller (PLC), Allen-Bradley MicroLogix 1400 system:
 - a. (1) PLC Processor, MicroLogix 1400, 12 digital fast 24V dc inputs, 8 digital normal 24V dc inputs, 12 relays outputs
 - b. (1) Memory Module for MicroLogix 1400
 - c. (1) MicroLogix System, 4 Channel Current/Voltage Analog Input Module
 8. (1) Unmanaged Ethernet Switch, 5 RJ45 copper ports, for panel internal connections
 - a. Space will be reserved for a future Fiber to Copper Converter and a Fiber Patch Panel
 9. Cellular Gateway system:
 - a. (1) Sierra Wireless AirLink RV55 - PRO - LTE cellular gateway
 - b. (2) Gateway Antenna to Surge Arrestor jumper cable



- c. (2) Antenna Surge Arrestor
- d. Cellular Antenna System (installation by others):
 - i (150ft) LMR400 Antenna Cable (75ft maximum run length, dual parallel cables)
 - ii Antenna Cable connectors, grounding kits and vapor wrap
 - iii (1) Proxicast Pro-Gain 4G / 5G MIMO Antenna - Wide-Band Omni-Directional for Cellular Modems & Routers
- 10. (1) Analog Signal Surge Arrestor, for the Well Level Transmitter
- 11. (1) Termination and Ventilation Enclosure, for the Well Level Transmitter

Item 3 - Cellular Alarm Dialer

A new Cellular Alarm "Dialer" to provide alarm notification backup will be provided for installation in the outbuilding at the Tower site. The Dialer will require wall mounting, a 120VAC receptacle for the plug-in power supply, an Ethernet connection to the SCADA network, and External Cellular Antenna and cable (equipment provided). Installation (Dialer mounting, Antenna install and Ethernet network connection) by others.

- 1. Sensaphone Sentinel PRO with ModbusTCP connection, Cellular w/Enclosure, Clear Door
 - a. Sensaphone External Cellular Antenna, 20ft cable
 - b. (1 Year) Sentinel PRO Subscription, Cellular (requires annual renewal)

Item 4 - SCADA HMI

Trihedral VTScada redundant HMI software licensing and application programming will be provided and configured to operate within a VMware Virtual Machine shell(s), pre-configured and provided to Contractor by Owner's IT department. Integration into the Owner's server system and testing will be a cooperative effort between Contractor and the Owner's IT department.

Item 5 - Wastewater SCADA Integration

The existing Wastewater PLC will be connected to the SCADA Network. The existing PLC program (must be provided to Contractor by Owner) will be modified as required for communications, operations and monitoring through the new VTScada applications.



EXHIBIT B COMPENSATION

Sales and Use Taxes: **Excluded**

Freight: Included to project location, FOB shipping point

SUMMARY OF TOTALS					
Services	Materials	Travel	Freight	Sales Tax	Unit SELL
\$156,200.00	\$69,102.35	\$10,156.00	\$1,450.00	\$0.00	\$236,908.35

EXCLUSIONS:

Our proposal does not include the following:

- Bonding, Permits, Licenses, or Fees of any kind
- Removal, demolition, or disposal of existing equipment, unless otherwise specified within the proposal
- Field installation of equipment, enclosures, instrumentation, or other products provided, unless otherwise specified within the proposal
- Fasteners or mounts, wire, raceway, or fittings required for field installed products, unless otherwise specified within the proposal
- Termination of any field wiring such as line power, control signals, instrumentation, etc.
- Normal and customary items provided by a general or electrical contractor
- Electrical Studies, Tests, or Inspections that are not detailed in this proposal
- Network Media or Testing that are not defined in the scope of work detailed in this proposal
- Any equipment or services that are not defined in the scope of work detailed in this proposal
- Shipping costs to locations other than the primary project site

Estimated Recurring Licensing and Fees, by Owner (first year included in this Proposal):

- WatchGuard Firewall subscription is approximately \$775/year.
- WatchGuard Multi-factor Authentication (MFA) (5 Users minimum) is approximately \$150 per year.
- VNC Connect for the two VM servers is approximately \$400/year.
- Airlink Basic Remote Device Management is approximately \$50/year for each of the three cellular modems.
- Sentinel PRO Cellular Autodialer Subscription is approximately \$532/year.
- VTScada In Support fee is approximately \$2,835/year. *(Contractor recommended, though not absolutely required).



EXHIBIT C INSURANCE REQUIREMENTS

The Service Provider will provide, from insurance companies acceptable to the County, the insurance coverage designated hereinafter and pay all costs. Before commencing work under this Agreement, the Service Provider shall furnish the County with certificates of insurance showing the type, amount, class of operations covered, effective dates and date of expiration of policies, project and/or Agreement number.

In case of the breach of any provision of the Insurance Requirements, the County, at its option, may take out and maintain, at the expense of the Service Provider, insurance as the County may deem proper and may deduct the cost of the insurance from any monies which may be due or become due the Service Provider under this Agreement.

Insurance certificates should show the certificate holder as follows:

Laramie County, Wyoming Government
310 W. 19th St Suite 410
Cheyenne, Wy 82001

The County, its officers, agents and employees shall be named as additional insureds on the Service Provider's general liability and automobile liability insurance policies by marking the appropriate box or adding a statement to this effect on the certificate, for any claims arising out of work performed under this Agreement.

Insurance coverages shall be as follows:

- A. Workers' Compensation & Employer's Liability. The Service Provider shall maintain Worker's Compensation and Employer's Liability insurance during the life of this Agreement for all of the Service Provider's employees engaged in work performed under this Agreement. Workers' Compensation & Employer's Liability insurance shall conform with statutory limits of \$100,000 per accident, \$500,000 disease aggregate, and \$100,000 disease each employee, or as required by Wyoming law.
- B. General Liability. The Service Provider shall maintain during the life of this Agreement General Liability insurance as will provide coverage for damage claims of personal injury, including accidental death, as well as for claims for property damage, which may arise directly or indirectly from the performance of work under this Agreement. Coverage for property damage shall be on a (broad form) basis. The amount of insurance for General Liability shall not be less than \$1,000,000 combined single limits for bodily injury and property damage.
- C. Automobile Liability. The Service Provider shall maintain during the life of this Agreement Automobile Liability insurance as will provide coverage for damage claims of personal injury, including accidental death, as well as for claims for property damage, which may arise directly or indirectly from the performance of work under this Agreement. Coverage for property damage shall be on a (broad form) basis. The amount of insurance for Automobile Liability shall not be less than \$1,000,000 combined single limits for bodily injury and property damage.



- D. Errors and Omissions. The Service Provider shall maintain errors and omissions insurance in the amount of \$1,000,000.
- E. Cybersecurity. The Service Provider shall maintain cybersecurity insurance in the amount of \$5,000,000.



EXHIBIT D CONFIDENTIALITY

IN CONNECTION WITH THE SERVICES to be provided by Service Provider under this Agreement, the parties agree to comply with reasonable policies and procedures with regard to the exchange and handling of confidential information and other sensitive materials between the parties, as set forth below.

1. Definitions.

For purposes of this Agreement, the party who owns the referenced information and is disclosing same shall be referenced as the "Disclosing Party." The party receiving the Disclosing Party's information shall be referenced as the "Receiving Party."

2. Confidential Information.

Confidential Information controlled by this Agreement refers to information that is not public and/or is proprietary, including but not limited to location information, network security system, business plans, formulae, processes, intellectual property, trade secrets, designs, photographs, plans, drawings, schematics, methods, specifications, samples, reports, mechanical and electronic design drawings, customer lists, financial information, studies, findings, inventions, ideas, County customer identifiable information (including account, address, billing, consumption, contact, and other customer data), utility metering data, service billing records, customer equipment information.

To the extent practical, Confidential Information shall be marked "Confidential" or "Proprietary." Nevertheless, Service Provider shall treat as Confidential Information all customer identifiable information in any form, whether or not bearing a mark of confidentiality or otherwise requested by the County, including but not limited to the non-exclusive list of Confidential Information above. In the case of disclosure in non-documentary form of non-customer identifiable information, made orally or by visual inspection, the Disclosing Party shall have the right, or, if requested by the Receiving Party, the obligation to confirm in writing the fact and general nature of each disclosure within a reasonable time after it is made in order that it is treated as Confidential Information. Any information disclosed to the other party before the execution of this Agreement and related to the services for which Service Provider has been engaged shall be considered in the same manner and be subject to the same treatment as the information disclosed after the execution of this Agreement with regard to protecting it as Confidential Information.

3. Use of Confidential Information.

Receiving Party hereby agrees that it shall use the Confidential Information solely for the purpose of performing its obligations under this Agreement and not in any way detrimental to Disclosing Party. Receiving Party agrees to use the same degree of care Receiving Party uses with respect to its own proprietary or confidential information, which in any event shall result in a reasonable standard of care to prevent unauthorized use or disclosure of the Confidential Information. Except as otherwise provided herein, Receiving Party shall keep confidential and not disclose the Confidential Information. The County and Service Provider shall cause each of their directors, officers, employees, agents, representatives, and



subcontractors to become familiar with, and abide by, the terms of this Exhibit, which shall survive this Agreement as an on-going obligation of the Parties.

Service Provider shall not use such information to obtain any economic or other benefit for itself, or any third party, other than in the performance of obligations under this Agreement.

4. Exclusions from Definition.

The term "Confidential Information" as used herein does not include any data or information which is already known to the Receiving Party or which before being divulged by the Disclosing Party: (a) was generally known to the public through no wrongful act of the Receiving Party; (b) has been rightfully received by the Receiving Party from a third party without restriction on disclosure and without, to the knowledge of the Receiving Party, a breach of an obligation of confidentiality; (c) has been approved for release by a written authorization by the other party hereto; or (d) has been disclosed pursuant to a requirement of a governmental agency or by operation of law, subject to Paragraph 5 below.

5. Required Disclosure.

Notwithstanding Paragraph 4(d) above, if the Receiving Party receives a request (by interrogatories, requests for information or documents, subpoena, civil investigative demand or similar process, or by federal, state, or local law, including without limitation, the WPRA to disclose any Confidential Information, the Parties agree the Receiving Party will provide the Disclosing Party with immediate notice of such request, so the Disclosing Party may seek an appropriate protective order before disclosure or waive the Receiving Party's compliance with this Exhibit.

The Receiving Party shall furnish a copy of this Exhibit with any disclosure.

Notwithstanding this Paragraph 5, Receiving Party shall not disclose Confidential Information to any person, directly or indirectly, nor use it in any way, except as required by law or authorized in writing by Disclosing Party.

6. Red Flags Rules.

If applicable, Service Provider must implement reasonable policies and procedures to detect, prevent and mitigate the risk of identity theft in compliance with the Identity Theft Red Flags Rules found at 6 CFR Ch. 1, Subch. F, Pt. 681 *et seq.* Further, Service Provider must take appropriate steps to mitigate identity theft if it occurs with any of the County's covered information and must notify the County in writing within twenty-four (24) hours of discovery of any breaches of security or Red Flags to the County.

7. Data Protection and Data Security.

Service Provider shall have in place information security safeguards designed to conform to or exceed industry best practices regarding the protection of the confidentiality, integrity and availability of Confidential Information and shall have written agreements requiring any subcontractor to meet those standards. These information security safeguards (the "Information Security Program") shall be materially consistent with, or more stringent than, the safeguards described in this Exhibit.



(a) Service Provider's information security safeguards shall address the following elements:

- Data Storage, Backups and Disposal
- Logical Access Control (e.g., Role-Based)
- Information Classification and Handling
- Secure Data Transfer (SFTP and Data Transfer Specification)
- Secure Web Communications
- Network and Security Monitoring
- Application Development Security
- Application Security Controls and Procedures (User Authentication, Security Controls, and Security Procedures, Policies and Logging)
- Incident Response
- Vulnerability Assessments
- Hosted Services
- Personnel Security

(b) Subcontractors. Service Provider may use subcontractors, though such activity shall not release or absolve Service Provider from the obligation to satisfy all conditions of this Agreement, including the data security measures described in this Exhibit, and to require a substantially similar level of data security, appropriate to the types of services provided and Confidential Information received, for any subcontractor Service Provider may use. Accordingly, any release of data, confidential information, or failure to protect information under this Agreement by a subcontractor or affiliated party shall be attributed to Service Provider and may be considered to be a material breach of this Agreement.

8. Service Provider's Duty for Information Storage. Confidential Information is not to be stored on any local workstation, laptop, or media such as CD/DVD, USB drives, external hard drives or other similar portable devices unless the Service Provider can ensure security for the Confidential Information so stored. Workstations or laptops to be used in the Services will be required to have personal firewalls on each, as well as have current, active anti-virus definitions.
9. Continuing Obligation. The agreement not to disclose Confidential Information as set forth in this Exhibit shall apply during the term of the Services and or Agreement and at any time thereafter unless specifically authorized by the County in writing.
10. Termination Remedy. If Service Provider breaches any of the terms of this Exhibit, in the County's sole discretion, the County may immediately terminate this Agreement and withdraw Service Provider's right to access Confidential Information.
11. Return of Information. Notwithstanding any other provision of this Agreement to provide Project Instruments and work product, all material, i.e., various physical forms of media in



which Confidential Information is stored, including but not limited to writings, drawings, tapes, diskettes, prototypes or products, shall remain the sole property of the Disclosing Party and, upon request, shall be promptly returned at the request of the Receiving Party to the Disclosing Party. Upon return of such materials, all digital and electronic data shall also be deleted in a non-restorable way by which it is no longer available to the Receiving Party, except as may be required by law and or court order. Upon Disclosing Party's request, written verification of the deletion (including date of deletion) is to be provided to the Disclosing Party within thirty (30) days after completion of engagement, whether it be via termination, completion or otherwise.