

RESOLUTION NO. R-24-19

A RESOLUTION AUTHORIZING ACCEPTANCE OF A PROPOSAL FROM INTEGRATED CONTROLS, INCORPORATED, FOR WATER SYSTEM SCADA IMPROVEMENTS PROJECT WP2492A IN THE TOTAL AMOUNT OF \$120,765.00.

WHEREAS, staff requested and received proposals from three (3) vendors; and

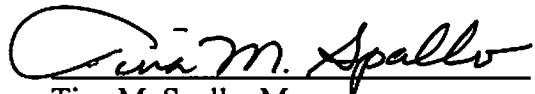
WHEREAS, the Department of Public Works recommends the acceptance of the proposal from Integrated Controls, Incorporated for Water System SCADA Improvements Project WP2492A in the total amount of \$120,765.00.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF GLADSTONE, MISSOURI AS FOLLOWS:

THAT, the City Manager of the City of Gladstone, Missouri, is hereby authorized to accept the proposal of Integrated Controls, Incorporated, in the total amount of \$120,765.00.

FURTHER, THAT, funds for such purpose are available from the 2024 COP and budgeted in the CWSS Fund.

INTRODUCED, READ, PASSED, AND ADOPTED BY THE COUNCIL OF THE CITY OF GLADSTONE, MISSOURI, THIS 22ND DAY OF APRIL 2024.


Tina M. Spallo, Mayor

ATTEST:


Kris Keller, City Clerk



Request for Council Action

RES ☒ # R-24-19

BILL ☐ # City Clerk Only

ORD # City Clerk Only

Date: 4/16/2024

Department: Public Works

Meeting Date Requested: 4/22/2024

Public Hearing: Yes ☐ Date: Click here to enter a date.

Subject: Contract Award, Water System SCADA Improvements, Project WP2492A

Background: Supervisory control and data acquisition (SCADA) is a system of software and hardware components used by operators to monitor and control the City's water system. The City's existing SCADA system was installed in 2010. In 2022, the Water Treatment Master Plan recommended upgrading the existing system since it was nearing the end of its design life and manufacturers are no longer providing support for some system components.

In order to move forward with this project, staff met with several vendors and requested proposals from three (3) qualified firms experienced in the installation and maintenance of SCADA systems as summarized below:

	Cellular Radio Option	Spread Spectrum Radio Option
R.E. Pedrotti Company Inc.	\$102,765	\$129,420
Integrated Controls, Inc.	\$120,765	\$144,221
Microcomm	No Bid	\$103,085

Budget Discussion: Funds are available from the 2024 COP and budgeted in the CWSS Fund.

Public/Board/Staff Input: The City's existing SCADA system utilizes spread spectrum radios for communication. This type of system requires a clear line of site that can be obstructed by trees and buildings resulting in signal loss. City staff is proposing to transition to a cellular radio system to improve system reliability. This transition will require the City to purchase a cellular data plan at five (5) different sites at a cost of \$19.99 per month per site. In addition to cost, customer service is critical to operation of the SCADA system. City staff has worked with several different companies in the past and has found the customer service of Integrated Controls, Inc. to be excellent. The most recent example of this was in December of 2023 when they helped the City to re-establish radio connection to the 5-MG Reservoir and Pump Station at Oak Grove Park.

Recommendation: It is the recommendation of the Department of Public Works to award a contract to Integrated Controls, Inc. in the total amount of \$120,765.

Provide Original Contracts, Leases, Agreements, etc. to: City Clerk and Vendor.

Timothy A. Nebergall
Department Director/Administrator

JM
City Attorney

BB
City Manager

GLADSTONE WATER TREATMENT PLANT SCADA IMPROVEMENTS AGREEMENT WITH INTEGRATED CONTROLS, INC

THIS AGREEMENT, made and entered into this 7th day of May, 2024, (the "Effective Date") by Integrated Controls, Inc (hereinafter "Contractor") and the City of Gladstone, Missouri (hereinafter "City").

WHEREAS, the City desires to engage the Contractor to provide the services under the terms and conditions of the contract attached hereto as Exhibit A and incorporated herein.

NOW, THEREFORE, in consideration of the compensation to be paid to the Contractor and of the mutual agreement herein contained, the parties to these presents have agreed and hereby agree, the City for itself and its successors, and the Contractor for itself, himself, or themselves, or its, his or their successors and assigns, or its, his or their executors and administrators, as follows:

SECTION 1. Term of Agreement. The work contained within this Agreement shall be completed by August 9, 2024. City acknowledges this time frame is contingent on the availability of materials.

SECTION 2. Scope of Services. The Contractor shall provide the Project Services described in Exhibit A. The Contractor will hire, train, supervise, direct the work of, and discharge all personnel engaged by them to perform the Project Services. The Contractor is solely responsible for payment of wages, salaries, fringe benefits and other compensation of, or claimed by, the Contractor's personnel in the performance of the Project Services, including, without limitation, contributions to any employee benefit plans and all payroll taxes.

SECTION 3. Payment. The Owner hereby agrees to pay the Contractor for the work performed (cellular radio option) at the terms and contract unit prices shown in Exhibit A in the total amount of \$120,765.00.

SECTION 4. Prevailing Wages. The Contractor shall comply with all laws regarding the payment of prevailing wages to employees of the Contractor or subcontractor, if applicable. Contractor shall indemnify the City for any damage resulting to the City from failure of either the Contractor or any subcontractor to pay prevailing wages pursuant to applicable laws.

SECTION 5. Construction Safety Training.

- A. The Contractor shall provide a ten (10) hour Occupational Safety and Health Administration (OSHA) construction safety program for all employees who will be on-site at the project. The construction safety program shall include a course in construction safety and health that is approved by OSHA or a similar program approved by the Missouri Department of Labor and Industrial Relations that is at least as stringent as an approved OSHA program as required by Section 292.675, RSMo.
- B. If any on-site employees have not previously completed a construction safety program, Contractor shall require those on-site employees to complete a construction safety program within sixty (60) days after the date work on the project commences.
- C. The Contractor acknowledges and agrees that any of Contractor's employees found on the project site without documentation of the successful completion of a construction safety program shall be required to produce such documentation within twenty (20) days or will be subject to removal from the project.
- D. The Contractor shall require all of its subcontractors to comply with the requirements of this Section and Section 292.675, RSMo.

SECTION 6. Notice of Penalty Provisions

- A. Pursuant to Section 292.675, RSMo, Contractor shall forfeit to City as a penalty two thousand five hundred dollars (\$2,500), plus one hundred dollars (\$100) for each on-site employee employed by Contractor or its

subcontractor, for each calendar day, or portion thereof, such on-site employee is employed without the construction safety training required in Section 5 above.

- B. The penalty described in Subsection A of this Section shall not begin to accrue until the time periods described in Sections 5B and 5C above have elapsed.
- C. Violations of Section 5 above and imposition of the penalty described in this Section shall be investigated and determined by the Missouri Department of Labor and Industrial Relations.

SECTION 7. Unauthorized Aliens. Pursuant to 285.530(1), RSMo., by its sworn affidavit in substantially the form attached hereto as Exhibit B and incorporated herein, Contractor hereby affirms its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Furthermore, Contractor affirms that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

SECTION 8. Insurance Requirements.

nah A. General Provisions: Contractor shall file (by the Effective Date) with the City evidence of liability insurance that is consistent with the amounts set forth below, and shall maintain such insurance until this contract is terminated.

B. Limits and Coverage.

- 1. Professional Liability Insurance: Professional Liability insurance in an amount not less than \$2,000,000 Combined Single Limit.
- 2. Commercial General Liability Insurance: \$3,370,137 CSL for bodily injury and property damage per occurrence or sovereign immunity limits.

a. The following endorsements shall attach to the policy:

- (i) The policy shall cover personal injury as well as bodily injury.
- (ii) The policy shall cover blanket contractual liability subject to the standard universal exclusions of contractual liability included in the carrier's standard endorsement as to bodily injuries, personal injuries and property damage.
- (iii) Broad form property damage liability shall be afforded.
- (iv) The City shall be listed as an additional insured.

C. Workers' Compensation Insurance: The Contractor shall obtain and maintain Workers' Compensation Insurance for a limit of \$500,000 for all of their respective employees, and in case any work is sublet, the Contractor shall require any subcontractors to provide Workers' Compensation insurance for all subcontractors' employees, in compliance with Missouri law. The Contractor hereby indemnifies the City for any damage resulting to it from failure of either the Contractor or any contractor or subcontractor to obtain and maintain such insurance.

D. Commercial Automobile Liability Insurance: Contractor shall obtain and keep in force commercial automobile liability insurance with a \$3,370,137 CSL covering scheduled automobiles. The insurance will be written on a Commercial Business Auto form, or an acceptable equivalent, and will protect against claims arising out of the operation of motor vehicles, as to acts done in connection with this Agreement, by the Contractor or subcontractor. The minimum limits for commercial automobile liability insurance may be satisfied by maintaining excess/umbrella liability coverage in an amount sufficient to meet the minimum limits.

SECTION 9. Labor and Materials Payment Bond

- A. Labor and Materials Payment Bond. Prior to commencement of field work, Contractor shall furnish a labor and materials payment bond in a form acceptable to the City Attorney, in an amount equal to 100% of the total cost of completing the field work, as determined by the City, conditioned upon the payment for all labor and materials suppliers. Copies of certifications of such bond shall be delivered to the City prior to the commencement of construction.

SECTION 10. General Conditions

- A. Compliance with Laws and Safety Regulations. Contractor shall comply with all federal, state, and local laws, ordinances, and regulations applicable to the Project Services. Contractor shall secure all licenses, permits, etc. from public and private sources necessary for the fulfillment of its obligations under this Agreement. In the performance of the Project Services, Contractor shall comply with the applicable provisions of the Federal Occupational Safety and Health Act, as well as any other pertinent federal, state and/or local safety or environmental laws or regulations.
- Contractor shall obtain and maintain an occupational or business license with the City, if required by city code and any required state or federal license. The cost for this occupational license shall be borne by the Contractor.
- B. Contractor's responsibility for subcontractors. The Contractor shall be as fully responsible to the City for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as Contractor is for the acts and omissions of persons it directly employs. Contractor shall cause appropriate provisions to be inserted in all subcontracts relating to this work, to bind all subcontractors to Contractor by all the terms herein set forth, and insofar as applicable to the work of subcontractors and to give Contractor the same power regarding termination of any subcontract as the City may exercise over Contractor under any provisions of this contract. Nothing contained in this contract shall create any contractual relation between the subcontractor and the City or between any subcontractors.
- C. General Independent Contractor Clause. This agreement does not create an employee/employer relationship between the parties. It is the parties' intention that the Contractor will be an independent contractor and not the City's employee for all purposes, including, but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, Missouri Revenue and Taxation laws, Missouri Workers' Compensation and Unemployment Insurance laws.
- D. Liquidated Damages. N.A.
- E. Termination. The City shall have the right at anytime by written notice to Contractor to terminate and cancel this contract, without cause, for the convenience of the City, and Contractor shall immediately stop work. In such event City shall not be liable to Contractor except for payment for actual work performed prior to such notice in an amount proportionate to the completed contract price and for the actual costs of preparations made by Contractor for the performance of the cancelled portions of the contract, including a reasonable allowance of profit applicable to the actual work performed and such preparations. Anticipatory profits and consequential damages shall not be recoverable by Contractor.

The City reserves the right to terminate this contract by giving at least five (5) days prior written notice to the Contractor, without prejudice to any other rights or remedies of the City should the Contractor be adjudged a bankrupt, or if Contractor should make a general assignment for the benefit of its creditors, or if a receiver should be appointed for Contractor or for any of its property, or if Contractor should persistently or repeatedly refuse or fail to supply enough properly skilled workmen or proper material, or if Contractor should refuse or fail to make prompt payment to any person supplying labor or materials for the work under the contract, or persistently disregard instructions of the City or fail to observe or perform any provisions of the contract.

F. City's Right to Proceed. In the event this contract is terminated pursuant to Paragraph E above, then the City may take over the work and prosecute the same to completion, by contract or otherwise, and Contractor and its sureties shall be liable to the City for any costs over the amount of this contract thereby occasioned by the City. In any such case, the City may take possession of, and utilize in completing the work, such materials, appliances and structures as may be on the work site and are necessary for completion of the work. The foregoing provisions are in addition to, and not in limitation of, the rights of the City under any other provisions of the contract, city ordinances, and state and federal laws.

G. Liability.

1. In no event shall the City be liable to the Contractor for special, indirect, or consequential damages, except those caused by the City's gross negligence or willful or wanton misconduct arising out of or in any way connected with a breach of this contract. The maximum liability of the City shall be limited to the amount of money to be paid or received by the Contractor under this contract.
2. The Contractor shall defend, indemnify and save harmless the City, its elected or appointed officials, agents and employees from and against any and all liability, suits, damages, costs (including attorney fees), losses, outlays and expenses from claims in any manner caused by, or allegedly caused by, or arising out of, or connected with, this contract, or the work or any subcontract thereunder (the Contractor hereby assuming full responsibility for relations with subcontractors), including, but not limited to, claims for personal injuries, death, property damage, or for damages from the award of this contract to Contractor, notwithstanding any possible negligence, whether sole or concurrent, on the part of the City, its officials, agents and employees.
3. The Contractor shall indemnify and hold the City harmless from all wages or overtime compensation due any employees in rendering services pursuant to this agreement or any subcontract, including payment of reasonable attorneys' fees and costs in the defense of any claim made under the Fair Labor Standards Act, the Missouri Prevailing Wage Law or any other federal or state law.
4. The indemnification obligations of Contractor hereunder shall not be limited by any limitations as to the amount or type of damages, compensation or benefits payable by or for the Contractor, under any federal or state law, to any person asserting the claim against City, its elected or appointed officials, agents and employees, for which indemnification is sought.
5. The indemnification obligations herein shall not negate, abridge or reduce in any way any additional indemnification rights of the City, its elected or appointed officials, agents and employees, which are otherwise available under statute, or in law or equity.
6. Contractor affirms that it has had the opportunity to recover the costs of the liability insurance required in this agreement in its contract price. Contractor's obligation under this agreement to defend, indemnify, and hold harmless any person from that person's own negligence or wrongdoing is limited to the coverage and limits of the applicable insurance required of the Contractor under this agreement.

H. Conflict of Interest. In accepting this contract, Contractor certifies that no member or officer of its firm or corporation is an officer or employee of the City of Gladstone, Missouri, or any of its boards or agencies, and further that no officer or employee of the City has any financial interest, direct or indirect, in this contract. All applicable federal regulations and provisions of Section 105.450 et seq., RSMo., shall not be violated.

I. Assignment. The Contractor shall not assign any interest in this contract, and shall not transfer any interest in the same (whether by assignment or novation), without prior written consent of the City thereto, provided, however, that claims for money due or to become due to the Contractor from the City under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of such assignment or transfer shall be furnished in writing promptly to the City and the bond surety. Any such assignment is expressly subject to all rights and remedies of the City under this agreement, including the right to change or delete activities from the Contract or to terminate the same as provided herein, and no

such assignment shall require the City to give any notice to any such assignee of any actions which the City may take under this agreement.

- J. Nondiscrimination. The Contractor agrees in the performance of this contract not to discriminate on the grounds or because of race, creed, color, national origin or ancestry, sex, religion, handicap, age, or political opinion or affiliation, against any employee of Contractor or applicant for employment and shall include a similar provision in all subcontracts let or awarded hereunder. Furthermore, by its sworn affidavit in substantially the form attached hereto as Exhibit C and incorporated herein, Contractor hereby affirms for the duration of this agreement to not engage in the boycott or discrimination of Israel as defined in Section 34.600, RSMo.
- K. Nonresident/Foreign Contractors. The Contractor shall procure and maintain during the life of this contract:
1. If the Contractor is a foreign corporation, a certificate of authority to transact business in the State of Missouri from the Secretary of State, unless exempt pursuant to the provisions of Section 351.570, RSMo.
 2. A certificate from the Missouri Director of Revenue evidencing compliance with the transient employer financial assurance law, unless exempt pursuant to the provisions of Section 285.230, RSMo.
- L. Notices. Any notice, approval or other communication between the City and the Contractor pursuant to this Agreement shall be made in writing and shall be deemed to be effective upon receipt or refusal of service and may be given by personal delivery, courier, reliable overnight delivery or deposit in the United States mail, postage prepaid, registered or certified, return receipt requested, to the address specified below or to such other address as may later be designated by written notice of the other party:

The City: City of Gladstone, Missouri
Attn: Tim Nebergall – Public Works Director
4000 NE 76th Street
Gladstone, MO 64119

Contractor: Integrated Controls, Inc.
Attn: David Cunningham
15707 South Mahaffie Street
Olathe, KS 66062

Nothing contained in this section shall be construed to restrict the transmission of routine communications between representatives of the City and the Contractor.

- M. Entire Agreement. This agreement contains the entire agreement of the parties. No modification, amendment, or waiver of any of the provisions of this agreement shall be effective unless in writing specifically referring hereto, and signed by both parties.
- N. Jurisdiction. This agreement and every question arising hereunder shall be construed or determined according to the laws of the State of Missouri. Should any part of this agreement be adjudicated, venue shall be proper only in the Circuit Court of Clay County, Missouri.

IN WITNESS WHEREOF, the Contractor and the City have executed this Agreement as of the Effective Date.

INTEGRATED CONTROLS, INC:

By: 

Name: Roger A Hansen

Title: VP

CITY OF GLADSTONE, MISSOURI:

By: 

Name: Robert M. Baer

Title: City Manager

EXHIBIT A

EXHIBIT A

Proposal 04167-02-00A Warranty Extension

February 29, 2024, March 7, 2024

Steve Wescott
City of Gladstone, MO
Via email: steve@gladstone.mo.us

Re: Gladstone, MO WTP – SCADA Improvements

Steve:

This proposal is based on the City of Gladstone, MO WTP Improvements RFQ document and Integrated Controls, INC (Brad Baltzell and Dave Cunningham) site visit dated February 13, 2024. Our proposal is as follows:

WTP SCADA & Telemetry System

WTP SCADA PC Workstation:

- Dell Windows 11 Pro PC workstation with MSOffice Home & Business, 32Gb RAM, 512GB SSHD, keyboard & mouse, 850VA UPS. A new PC monitor is not included in our scope of supply. The existing wall-mounted TV will be used as the monitor for the new PC workstation.
- Upgrade existing Rockwell Automation RSView32 HMI software license to Rockwell Automation FactoryTalk View SE Station 25 display HMI software.
- Upgrade existing WIN-911 Pro V7 alarm notification software license to the current version of WIN-911 Pro. Includes FactoryTalk Alarms & Events client and WIN-911 Grandstream VoIP PBX modem for voice over IP notifications.
- The Rockwell Automation and WIN-911 software packages includes one-year of manufacturer support and then quoted/billed annually after the first year. The support period will begin on the date of the software purchase and not the date of installation.

WTP Main Control Panel SCADA System:

- Replace the existing A-B CompactLogix 1769-L35E PLC processor with a new A-B CompactLogix 1769-L36ERM dual Ethernet port PLC processor. The existing CompactLogix PLC power supplies and I/O modules will remain as currently installed and wired. The PLC application will be modified to run on the 1769-L36ERM PLC firmware and for communication with the telemetry system via Ethernet communication.
- Add 5-port unmanaged Ethernet switch.
- A secure remote access communication link is included for remote support.
- Replace the existing Industrial Panel PC with a new Windows 10 IoT LTSC, Quad Core, 32GB RAM, 19" Industrial Panel PC. Modifications to the existing HMI cutout and a custom bezel are included.
- Upgrade the existing Rockwell Automation RSView32 HMI software license to Rockwell Automation FactoryTalk View SE Station 25 display HMI software.
- The Rockwell Automation software package includes one-year of manufacturer support and then quoted/billed annually after the first year. The support period will begin on the date of the software purchase and not the date of installation.



15707 South Mahaffie Street
Olathe, Kansas 66062
(913)732-9600

WTP Telemetry System (Cellular Radios):

- The existing spread spectrum 900MHz serial radios will be replaced with cellular Ethernet radios for each of the five (5) telemetry sites outlined below. The cellular radio telemetry system will include LTE cellular radios with Ethernet ports, radio patch cables, bulkhead surge suppressors, antenna cables, ground kits, and cellular LTE omni direction antennas.
- Cellular data plans are not included in our scope of supply. The City of Gladstone, MO WTP will need to purchase and provide a SIM card configured for static IP's and M2M operation for each LTE cellular radio.
- Removal of the existing heliax cables and antennas for the WTP telemetry system at the WTP MTU and all RTU sites is not included in our scope of supply for the Cellular radio option.
 - Water Treatment Plant - Main Telemetry Unit (MTU)
 - Replacement PLC and HMI hardware/software for the WTP MTU is described above in the "WTP Main Control Panel SCADA System" section of this proposal.
 - Replace the existing 24VDC power supply powering the telemetry radio with a new 24VDC power supply.
 - Replace the existing spread spectrum 900MHz radio with a new LTE cellular radio with Ethernet port, radio patch cable, bulkhead surge suppressor, antenna cable, ground kit, and cellular LTE omni direction antenna.
 - Installation of the cellular antenna and cabling is included in our scope of supply.
 - All other control panel components will remain as currently installed and wired.
 - Well Field - Remote Telemetry Unit (RTU)
 - Replace the existing A-B CompactLogix 1769-L23E-QBFC1B PLC processor with a new A-B CompactLogix 1769-L30ER dual Ethernet port PLC processor with power supply and I/O modules to match the existing I/O count. The PLC application will be modified to run on the 1769-L30ER PLC firmware and for communication with the telemetry system via Ethernet communication.
 - Replace the existing 24VDC power supply powering the telemetry radio with a new 24VDC power supply.
 - Replace the existing spread spectrum 900MHz radio with a new LTE cellular radio with Ethernet port, radio patch cable, bulkhead surge suppressor, antenna cable, ground kit, and cellular LTE omni direction antenna.
 - Add 5-port unmanaged Ethernet switch.
 - Installation of the cellular antenna and cabling is included in our scope of supply.
 - All other control panel components will remain as currently installed and wired.
 - Linden Tower - RTU

The Linden Tower site currently does not include an RTU control panel. A new RTU control panel will be installed inside the building at the base of the tower.

 - NEMA type 12 painted mild steel enclosure suitable for indoor locations.
 - A-B MicroLogix 1400 Ethernet PLC processor and analog input module.
 - 120/1/60 input power circuit breaker and surge protection device.
 - LTE cellular radio with Ethernet port, radio patch cable, bulkhead surge suppressor, antenna cable, ground kit, and cellular LTE omni direction antenna.
 - Terminal blocks as required for the power and control circuits, the analog circuit for the tower level 4-20mA signal will include surge arrestor type terminal blocks.
 - 24VDC power supply.
 - 5-port unmanaged Ethernet switch.
 - Uninterruptible power supply (UPS) for battery back-up of the RTU control panel.
 - Installation of the RTU Control Panel, cellular antenna ,and cabling is included in our scope of supply.

➤ Antioch Tower - RTU

- Replace the existing A-B MicroLogix 1400 serial PLC processor with a new A-B MicroLogix PLC 1400 Ethernet PLC processor and analog input module. The PLC application will be modified for communication with the telemetry system via Ethernet communication.
- Replace the existing 24VDC power supply powering the telemetry radio with a new 24VDC power supply.
- Replace the existing spread spectrum 900MHz radio with a new LTE cellular radio with Ethernet port, radio patch cable, bulkhead surge suppressor, antenna cable, ground kit, and cellular LTE omni direction antenna.
- Add 5-port unmanaged Ethernet switch.
- Installation of the cellular antenna and cabling is included in our scope of supply.
- All other control panel components will remain as currently installed and wired.

➤ Reservoir Tank/Booster Station - RTU

- Replace the existing A-B CompactLogix 1769-L32E PLC processor with a with a new A-B CompactLogix 1769-L30ER dual Ethernet port PLC processor. The existing PLC power supply and I/O modules will remain as currently installed and wired. The PLC application will be modified to run on the 1769-L30ER PLC firmware and for communication with the telemetry system via Ethernet communication.
- Replace the existing 24VDC power supply powering the telemetry radio with a new 24VDC power supply.
- Replace existing spread spectrum 900MHz radio with a new LTE cellular radio with Ethernet port, radio patch cable, bulkhead surge suppressor, antenna cable, ground kit, and cellular LTE omni direction antenna.
- Add 5-port unmanaged Ethernet switch.
- Installation of the cellular antenna and cabling is included in our scope of supply.
- All other control panel components will remain as currently installed and wired.

Spare Parts:

Spare parts are not included in this proposal but are available at additional cost considerations.

By others:

All control systems and instrumentation not specifically called out above.

Delivery:

Our typical delivery lead-time of the control equipment is within twelve (12) weeks of release to production/installation; however, due to the current global supply chain issues our actual delivery lead-time is contingent on the availability of materials at the time of release for production.

Installation and Startup:

Installation and startup are included in our scope of supply for the modifications to the existing Gladstone, MO WTP SCADA and Telemetry Systems. Each day onsite is inclusive of travel time and time on-site. All days are Monday through Friday, weekends and holidays are excluded.

Submittal Drawings:

- New electrical schematics for the existing control panels are not included in our scope of supply. We will markup the existing .pdf of the WTP SCADA control system drawings to show the part numbers of the new control hardware.
- A PDF file containing the marked-up .pdf drawings and catalog cut sheets for panel components (catalog cuts for components supplied by ICI only) will be supplied within eight (8) weeks after receipt of a purchase order. Actual delivery will be based on the current workload. This documentation will also serve as the O&M for your files.

Terms:

- Taxes of any kind including sales tax are not included in this proposal.
- Warranty is twelve (12) months from startup, not to exceed eighteen (18) months from shipment.
- This proposal is subject to acceptance by you within thirty (30) days of this date and release for manufacture within six (6) weeks after delivery of the control system submittal documents.
- This proposal includes a bonding rate of 2%.
- Delivery of submittal documents - 25% net 30 days
- Delivery/Installation of the SCADA and Telemetry Systems - 65%, net 30 days
- Start-up Services - 10%, net 30 days
- Control hardware crating, if required or requested, will be prepaid and add.
- Freight will be prepaid and add, FOB our dock.

Price:

WTP SCADA & Telemetry System (Cellular Radios) per above	\$ 117,328.00
FC-18 Warranty Extension t 2 years for Faulty Materials or Poor Workmanship.....	\$3,437.00
	\$120,765.00

Performance Bond pricing that is included in total will be broken out at time of contract commencement.

Standardized 1769-L36ERM PLC Processor Option:

This option includes a price add for using A-B CompactLogix 1769-L36ERM PLC processors to match what will be installed at the WTP MTU to maintain standardized PLC processor part numbers across the CompactLogix PLC systems for the WTP MTU, Well Field RTU, and Reservoir Tank/Booster Station RTU (three sites total).

A-B CompactLogix 1769-L36ERM PLC processors in lieu of A-B CompactLogix 1769-L30ER PLC processors at the Well Field RTU and Reservoir Tank/Booster Station RTU.

Standardized 1769-L36ERM PLC Processor Option Price add \$ 9,012.00

****See next page for Optional Telemetry Radio Systems price adders****

Optional Telemetry Radio Systems

WTP Telemetry System (Spread Spectrum Radios):

- The existing spread spectrum 900MHz serial radios will be replaced with new spread spectrum 900MHz Ethernet radios for each of the five (5) telemetry sites outlined above. The spread spectrum 900MHz Ethernet radio telemetry system will include radio patch cables, bulkhead surge suppressors, heliax antenna cables, ground kits, omni directional or Yagi antennas as required, and a computerized path analysis report.
- Due to the distance between the WTP, Antioch Tower, and Reservoir Tank/Booster Station the spread spectrum 900MHz radio system will require the signals between these sites to multi-hop. An omni directional antenna will be mounted on the East side of the Linden Tower to pick up the signals from the Antioch Tower RTU and Reservoir Tank/Booster Station RTU and will multi-hop from the Linden Tower RTU to the WTP MTU. The WTP MTU and Linden Tower RTU will include omni directional antennas and all other RTUs will include Yagi antennas.
- Removal and replacement of the existing heliax cables and antennas for the WTP telemetry system at the WTP MTU and all RTU sites is included.

Price add:

WTP Telemetry System (Spread Spectrum Radios)..... add \$ 23,456.00

WTP Telemetry System (Licensed Radios):

- The existing spread spectrum 900MHz serial radios will be replaced with new licensed 900MHz Ethernet radios for each of the five (5) telemetry sites outlined above. The licensed 900MHz Ethernet radio telemetry system will include radio patch cables, bulkhead surge suppressors, heliax antenna cables, ground kits, omni directional or Yagi antennas as required, a computerized path analysis report, and FCC licensing.
- The licensed 900MHz radio system will not require multi-hop signals. The WTP MTU will include an omni directional radio antenna and all RTUs will include Yagi antennas.
- Removal and replacement of the existing heliax cables and antennas for the WTP telemetry system at the WTP MTU and all RTU sites is included.

Price add:

WTP Telemetry System (Licensed Radios)..... add \$ 28,948.00

Sincerely yours,



David Cunningham – Modified by Brad Baltzell 3-7-2024
dcunningham@icicontrols.com

EXHIBIT C

CITY OF GLADSTONE, MISSOURI
ANTI-DISCRIMINATION AGAINST ISRAEL AFFIDAVIT
PURSUANT TO 34.600, RSMo
(FOR ALL CONTRACTS IN EXCESS OF \$100,000.00)

Kansas
STATE OF ~~MISSOURI~~)
COUNTY OF Johnson) ss.

Pursuant to RSMo 34.600, Company is not currently engaged in, and shall not, for the duration of this contract with the City of Gladstone, Missouri, engage in a "Boycott of the State of Israel" as defined in RSMo 34.600 in regards to:

- Goods or services from the State of Israel;
- Companies doing business in, or with, the State of Israel;
- Companies authorized by, licensed by, or organized under the laws of the State of Israel; or,
- Persons or entities doing business in the State of Israel.

BEFORE ME, the undersigned authority, personally appeared Roger Hansen, who, being duly sworn, states on his oath or affirmation as follows:

1. My name is Roger Hansen and I am currently the VP of ICI
(hereinafter "Contractor"), whose business address is 5707 S. Kappa, and I am authorized to make this Affidavit.
Mahattic St
Olathe, KS 66062

2. I am of sound mind and capable of making this Affidavit and am personally acquainted with the facts stated herein.

3. Contractor is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the [describe project] SCADA contracted between Contractor and the City of Gladstone, Missouri.
Upgrade

Roger Hansen
Affiant

Roger A Hansen
Printed Name

Subscribed and sworn to before me this 25th day of April, 2024

SEAL
TARA D. ANGELL
NOTARY PUBLIC
STATE OF KANSAS
MY COMM. EXPIRES

Tara D. Angell 3/3/2028

Tara D. Angell
Notary Public

EXHIBIT B

CITY OF GLADSTONE, MISSOURI
WORK AUTHORIZATION AFFIDAVIT
PURSUANT TO 285.530, RSMo
(FOR ALL CONTRACTS IN EXCESS OF \$5,000.00)

Kansas
STATE OF ~~MISSOURI~~)
COUNTY OF Johnson) ss.

As used in this Affidavit, the following terms shall have the following meanings:

EMPLOYEE: Any person performing work or service of any kind or character for hire within the State of Missouri.

FEDERAL WORK AUTHORIZATION PROGRAM: Any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, under the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603.

KNOWINGLY: A person acts knowingly or with knowledge, (a) with respect to the person's conduct or to attendant circumstances when the person is aware of the nature of the person's conduct or that those circumstances exist; or (b) with respect to a result of the person's conduct when the person is aware that the person's conduct is practically certain to cause that result.

UNAUTHORIZED ALIEN: An alien who does not have the legal right or authorization under federal law to work in the United States, as defined in 8 U.S.C. 1324a(h)(3).

BEFORE ME, the undersigned authority, personally appeared Roger Hansen, who, being duly sworn, states on his oath or affirmation as follows:

1. My name is Roger Hansen and I am currently the VP of ICI
(hereinafter "Contractor"), whose business address is 15707 S. Mahaffie St., and I am authorized to make this Affidavit.
Olathe, KS 66062

2. I am of sound mind and capable of making this Affidavit and am personally acquainted with the facts stated herein.

3. Contractor is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the [describe project] SCADA contracted between Contractor and the City of Gladstone, Missouri.
upgrade

4. Contractor does not knowingly employ any person who is an unauthorized alien in connection with the contracted services set forth above.

Roger Hansen
Affiant

Roger A. Hansen
Printed Name

Subscribed and sworn to before me this 25th day of April, 2024

SEAL
TARA D. ANGELL
NOTARY PUBLIC
STATE OF KANSAS
COMM. EXPIRES
3/3/2028

Tara D. Angell
Notary Public



INTECON-02

S1DKORDES

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/14/2024

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 have ADDITIONAL INSURED provisions or 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).

PRODUCER AssuredPartners 4435 Main St., 4th Floor Kansas City, MO 64111	CONTACT NAME: Denise Kordes		
	PHONE (A/C, No, Ext): (913) 236-3077	FAX (A/C, No): (913) 236-3077	
	E-MAIL ADDRESS: denise.kordes@assuredpartners.com		
INSURED Integrated Controls Inc 15707 S Mahaffie St Olathe, KS 66062	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Travelers Property Casualty Co of America		25674
	INSURER B: Travelers Indemnity Company		25658
	INSURER C: Travelers Indem. Co of America		25666
	INSURER D:		
	INSURER E:		
INSURER F:			

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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			ZLP-51M66216-23	8/17/2023	8/17/2024	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000				
			MED EXP (Any one person) \$ 10,000				
			PERSONAL & ADV INJURY \$ 1,000,000				
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 2,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$ 2,000,000
	OTHER:						\$
B	AUTOMOBILE LIABILITY			BA-3N054083-23	8/17/2023	8/17/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS		BODILY INJURY (Per person) \$				
	<input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		BODILY INJURY (Per accident) \$				
			PROPERTY DAMAGE (Per accident) \$				
							\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR			CUP-9K75906A-23	8/17/2023	8/17/2024	EACH OCCURRENCE \$ 4,000,000
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE		AGGREGATE \$ 4,000,000				
	<input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		\$				
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			UB-8K204055-23	8/17/2023	8/17/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N <input checked="" type="checkbox"/> N	N/A				E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

The certificate holder is included as additional insured under the General Liability and Auto Liability if required by written contract with respect to work performed by the named insured for specifically referenced jobs.

The General Liability applies as primary and non-contributory to the additional insured's own liability coverage if required by written contract.

A Waiver of Subrogation applies in favor of the Certificate Holder under the General Liability, Auto Liability, and Workers Compensation with respect to work performed by the named insured for specifically referenced jobs if required by written contract, and if allowed by state law.

CERTIFICATE HOLDER

CANCELLATION

City of Gladstone, Missouri
Attn: Timothy A Nebergall
4000 NE 76th St
Gladstone, MO 64119

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