



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

October 3, 2023

To: City of Westlake

Attn: Kyle Flanagan

Ref: Flow Meter Replacement
Prime Controls Quote No.: Q2357001-187

PRIME CONTROLS PROPOSAL

Prime Controls is pleased to offer this proposal for the replacement of 2 8" flow meters.

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

| ITEM | SERVICE |
|------|---|
| 1. | Procurement, installation, calibration, and commissioning of 2 new Endress & Hauser 8" flow meters Pro Mag 400 |
| 2. | Procurement, installation, calibration, and commissioning of 2 new Siemens 8" flow meters Sitrans |

PROPOSAL CLARIFICATIONS

| ITEM | CLARIFICATION |
|------|---|
| 1. | Pricing does not include Sales Taxes or Bonding costs. |
| 2. | Pricing shall be valid for 30 days only from proposal date. |
| 3. | Pricing includes installation of QTY 2 flow meters |
| 4. | Pricing includes installation to include new hardware along with needed hardware (MEGAlugs, bolts, seal, etc.) |
| 5. | Pricing includes commissioning of new flow meters |
| 6. | Pricing includes disposal of old flow meters |
| 7. | Pricing includes mounting of new transmitters inside pump station |
| 8. | Acceptance of an order shall be subject to the attached General Terms & Conditions. These General Terms and Conditions are superseded by current Master Service Agreements (MSAs), Contracts, Subcontracts and/or Blanket Purchase Orders that authorize this work. |

PROPOSAL PRICING

| BID ITEM | BASE BID | PRICING |
|----------|---|-------------|
| 1 | Procurement, installation, calibration, and commissioning of 2 new Endress & Hauser 8" flow meters | \$27,255.00 |
| 2 | Procurement, installation, calibration, and commissioning of 2 new Siemens 8" flow meters | \$29,111.00 |
| | | |



We sincerely appreciate this opportunity and look forward to being of service for this work.
Thanks again and please feel free to call if there are any questions.

Sincerely,

Prime Controls, LP

A handwritten signature in blue ink, appearing to read "Clayton Seale".

Clayton Seale
Service Manager
214-354-3904
c.seale@prime-controls.com

GENERAL TERMS AND CONDITIONS

1. **Applicable Terms:** These General Terms and Conditions shall govern the purchase and sale of equipment and related services referred to in Prime Controls' quotation, proposal or similar document defining equipment, material and/or services to be provided by Prime Controls.
2. **Validity:** Terms and conditions previously agreed to by Prime Controls via executed and currently valid Master Service Agreements (MSAs), Contracts, Subcontracts and/or Blanket Purchase Orders utilized to authorize subject work shall supersede these General Terms and Conditions.
3. **Firm Offer:** Unless otherwise stated in quotation/proposal, all pricing shall be firm for a period of one hundred twenty (120) days from proposal date. Prime Controls reserves the right to revise pricing after the 120 day period to allow for any anticipated or actual increased material/supplier costs.
4. **Sales Tax, Tariffs, Duties:** Unless otherwise stated in quotation/proposal, costs for sales taxes, tariffs, and /or duties are not included in proposal pricing. If applicable, Prime Controls shall invoice for same as an additional, separate line item unless Prime Controls is provided with the applicable sales tax exemption certificate which properly relieves Prime Controls' obligation to collect and/or pay subject taxes.
5. **Bonding:** Unless otherwise stated in quotation/proposal, costs for performance and payment (P&P) and/or maintenance bonds are not included in our proposal pricing. Requested bonds can be provided at industry standard rates and will be invoiced as an additional, separate line item.
6. **Payment:** Unless otherwise stated in quotation/proposal, invoicing shall be progressive and include payment for properly stored material. A proposed schedule of values (SOV) shall be submitted for approval prior to first invoice to establish progressive values. Payment terms to be net thirty (30) days. Pricing is in US Dollars.
7. **Warranty:** Warranty shall include repair or replacement of products furnished by Prime Controls found to be defective due to a manufacturing defect and/or improper workmanship. Unless otherwise stated in proposal/quotation, warranty shall be for a period of twelve (12) months from "Substantial Completion" (date when products are utilized for intended purposes) or eighteen (18) months from delivery, whichever occurs first. Damages as a result of acts of God (lightning, etc.), theft, vandalism or improper care and/or maintenance by Buyer/Customer are not covered by this warranty.
8. **Ownership of Materials and Intellectual Property:** All devices, designs (including drawings, plans, specifications, etc.) estimates, prices, notes, electronic data and other documents or information prepared or disclosed by Prime Controls, and all related intellectual property (software, etc.) shall remain Prime Controls' property. Prime Controls shall grant Buyer/Customer a perpetual non-exclusive, non-transferrable license to use application software for its intended purposes. Buyer/Customer shall not disclose such material to third parties without Prime Controls' written consent.
9. **Non-Solicitation of Employees:** It is mutually agreed that neither Seller or Buyer shall directly or indirectly employ, solicit for employment, advise or recommend to any other persons that such other person employ or solicit for employment any person employed by either party during the term of this contract and for a period of one (1) year thereafter.
10. **Cancellation:** If work/order is cancelled or suspended following Prime Controls' receipt of an order, Buyer/Customer shall promptly pay Prime Controls for work performed prior to cancellation or suspension and any other incurred direct costs as a result of such cancellation or suspension.
11. **Force Majeure:** Prime Controls shall not be liable for any loss, damages or delays due to causes beyond our reasonable control, including without limitations, acts of God, extreme weather events, fire, delays by others, etc..