



PHONE 605.996.6636

EMAIL Sales@DakotaPump.com

WEB DakotaPump.com

ADDRESS 25524 413th Ave, Mitchell, SD 57301

PROPOSAL # W2023-125

PROJECT NAME: SCADA Updates

PROJECT LOCATION: Deadwood, SD

Modem Update

- Parts
 - (13) Cellular Modems 4G
 - (26) Cellular Antenna
 - (26) Cellular Jumpers
- Labor
 - Installation
 - Master PLC Programming Update
 - Master SCADA Update
- Misc
 - Tier 1 Cell Data Modem - \$40 a month per site

The cellular data plan for each modem is through Dakota Pump. Cost for the data plan is \$40 dollars per site with a 1% discount of each site once customer is over 5 sites up to 15 sites.

Modem Plan to cover remainder of 2025 September through December

Parts: \$10,850.00

Labor: \$2,960.00

Tier 1 Plan: $\$40.00 \times 52$ (13 Sites x 4 months each) = $\$2,080.00 \times 13\%$ discount = **\$1,809.60**

Total Cost for Modem Update: \$15,619.60

Option 1: Cloud 9 SCADA

- Labor
 - Programming Cloud 9
 - Training
- Misc
 - Teir 4 Cloud 9 Adder - \$25 a month per site

Option 1 is a remote SCADA system. The city will no longer be responsible for maintaining a SCADA server, license, and alarm dialer. All sites will communicate with the Cloud 9 SCADA server by the modems that will be installed at each site. The cloud SCADA system will allow any operator access to the system via a website. This website is accessible from devices that have a webserver, phones, tablets, computers, ect. The cloud SCADA system will be able to call out alarms, via voice, text or email.

Labor: \$4,440.00

Tier 4 Cloud 9 Adder: $\$25.00 \times 52$ (13 Sites x 4 months each) = $\$1,300.00 \times 13\%$ = **\$1,131.00**

Total Option #1: \$5,571.00



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Option 2: VTSCADA

- Parts
 - Alarm Modem
 - VTSCADA License
- Labor
 - Programming VTSCADA
 - Training

Option 2 replaces the current Factory talk SCADA and Win 911 software. VTSCADA comes with a 200 tag license, alarm notification and

Parts: \$3,770.00

Labor: \$7,400.00

Total Option #2: \$11,170.00

<u> x </u>	Modem Update: \$15,619.60
<u> X </u>	Option #1: \$5,571.00
<u> </u>	Option #2: \$11,170.00

TERMS – Net 30 days – TAXES/FEES – No Federal, State or Local taxes are included. (No taxes/fees are included).

The proposed price contained herein is firm provided this proposal is signed and returned within 30 days of date bid.

Accepted _____ 20____ Submitted: _____ August 7th, 2025 _____

by _____
(Signed) (Title)

(Company)

(Address)

(Phone Number) (FAX Number)

Jordan Olson
DAKOTA PUMP INCORPORATED

NOTE: All orders subject to DPI standard terms and conditions.

Installation and Services Agreement

Dakota Pump, Inc. ("Company," "we," or "our") will provide you ("you," "your," or the "Customer") with the Cloud 9 Alarm System (hereinafter "System") and services, as follows:

_____: **Tier 1 Services:** Provide Customer with access to cellular data only, no monitoring or alarm notifications included.

_____: **Tier 2 Services:** Provide Customer with alarm notification via Text Message/Email/Phone Call

_____: **Tier 3 Services:** Provide customer with Services from Tier 2 in addition to a graphical representation of the system that can be accessed via a web browser. For monitoring purposes only

_____: **Tier 4 Services:** Provide customer with Services from Tier 2 and 3 with the addition of remote control capabilities (i.e. Changing Setpoints, Disabling Equipment)

GENERAL TERMS AND CONDITIONS

1. **Acceptance of this Agreement; Term.** You will have accepted this Agreement and be bound by its terms upon the earlier of (a) your signature and Acceptance, (b) your acknowledgment or acceptance of this Agreement electronically, (c) the effective date of any installation or take over of the System; or (d) your use of the Services. The term of this Agreement shall be for a period of one (1) year commencing on the date of your signature set forth below, or Acceptance, and shall renew upon the same terms and conditions, unless modified by Company prior to renewal.

YOU ACKNOWLEDGE THAT YOU HAVE RECEIVED A COPY OF THIS AGREEMENT AND THAT YOU HAVE READ AND UNDERSTOOD ITS TERMS, ESPECIALLY THOSE PARAGRAPHS RELATING TO YOUR INDEMNIFICATION OF THE COMPANY AND ITS AFFILIATES, AND ITS AGENTS, REPRESENTATIVES, SUPPLIERS, SERVICE PROVIDERS, CONTRACTORS AND SUBCONTRACTORS ("COMPANY RELATED PARTIES"), THE COMPANY'S AND THE COMPANY RELATED PARTIES' LIMITED LIABILITY.

2. **Installation.** The Company agrees to install or take over ("installation") the System in a workmanlike manner, and you agree to pay all applicable installation and activation charges. Customer agrees to work with Company to provide reasonable access to their personal residence, place of business, or water handling facilities, during normal business hours for purposes of installing and testing the system.
3. **Monitoring.** You acknowledge that the Company is providing you with technology to monitor your - system. By signing this Agreement, you acknowledge that the Company does not personally monitor your system, nor assume the responsibility for any failure of the system for reasons set forth below:

YOU UNDERSTAND THAT THE COMPANY AND/OR ANY COMPANY RELATED PARTIES, INCLUDING ANY THIRD PARTY MONITORING PROVIDER, WILL NOT RECEIVE SIGNALS FROM THE SYSTEM IF ITS OR YOUR TRANSMISSION SYSTEMS ARE NOT WORKING PROPERLY, TRANSMISSIONS ARE INTERRUPTED FOR ANY REASON, OR IF CHANGES IN THE TRANSMISSION SYSTEMS PREVENT THE SYSTEM FROM COMMUNICATING WITH THE MONITORING PROVIDER. YOU ARE RESPONSIBLE FOR TESTING THE SYSTEM REGULARLY, AS WELL AS IMMEDIATELY FOLLOWING ANY STORM, POWER OUTAGE, TRANSMISSION SYSTEM OUTAGE, OR ANY CHANGE TO ANY TRANSMISSION SYSTEM, IN ORDER TO VERIFY THE CONTINUED FUNCTIONALITY OF THE SYSTEM.

You will immediately notify the Company of any problems with the System. You understand that no form of monitoring is error-free and that neither the Company nor the Company Related Parties is responsible for any interruption of Services due to faulty equipment, faulty transmission systems, power outages, other interruptions in transmission services, transmission systems that have been tampered with or any damage or destruction to the Company's equipment or facilities. Neither the Company nor Company Related Parties is required to supply monitoring service to you while any such interruption continues.

4. **LIMITATION OF LIABILITY.** YOU ACKNOWLEDGE THAT NEITHER THE COMPANY NOR ITS AFFILIATES, NOR ANY OF ITS OR THEIR AGENTS, REPRESENTATIVES, SUPPLIERS, SERVICE PROVIDERS, CONTRACTORS OR SUBCONTRACTORS IS AN INSURER OF OR AGAINST ANY POTENTIAL OR ACTUAL LOSS OR DAMAGE TO PERSON OR PROPERTY THAT MAY OCCUR IN OR AT THE PREMISES, WHETHER AS A RESULT OF PUMP, PUMP SYSTEM, OR WATER OR WASTEWATER SYSTEM FAILURE RESULTING IN FLOODING, WATER DAMAGE, OR SEWAGE BACKUP. YOU ACKNOWLEDGE THAT THE PAYMENTS YOU MAKE UNDER THIS AGREEMENT ARE NOT RELATED TO THE VALUE OF THE PREMISES, YOUR POSSESSIONS, OR THE PERSONS OCCUPYING OR AT ANY TIME PRESENT IN OR ON THE PREMISES, BUT RATHER ARE BASED ON THE COST OF THE SYSTEM AND THE SERVICES, AND TAKE INTO CONSIDERATION THE PROTECTIONS AFFORDED TO COMPANY UNDER THIS AGREEMENT. THE COMPANY EXPRESSLY DENIES AND DISCLAIMS ALL LIABILITY FOR ANY LOSS OR DAMAGE WHICH MAY OCCUR PRIOR TO, AT OR AFTER SIGNING THIS AGREEMENT. THIS INCLUDES LIABILITY BASED ON CONTRACT, TORT, NEGLIGENCE OF ANY DEGREE, WARRANTY (INCLUDING MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE) AND ALL OTHER THEORIES OF LIABILITY.

IF THE COMPANY OR ANY OF ITS AFFILIATES, OR ANY OF ITS OR THEIR AGENTS, REPRESENTATIVES, SUPPLIERS, SERVICE PROVIDERS, CONTRACTORS OR SUBCONTRACTORS ARE FOUND LIABLE FOR ANY LOSS OR DAMAGE DUE TO ITS OR THEIR NEGLIGENCE OR THE FAILURE TO PERFORM ITS OR THEIR OBLIGATIONS UNDER THIS AGREEMENT, INCLUDING INSTALLING, MONITORING, REPAIRING OR TAKING OVER THE SYSTEM, IN ANY RESPECT AT ALL, THE MAXIMUM LIABILITY (INCLUDING JOINT AND SEVERAL LIABILITY) WILL LIMITED TO, AND NOT TO EXCEED, THE ACTUAL COST OF THE SYSTEM AND SERVICES PROVIDED BY COMPANY AND CHARGED TO YOU BY COMPANY. THIS LIMITATION OF LIABILITY SPECIFICALLY COVERS LIABILITY FOR LOST PROFITS; LOST OR DAMAGED PROPERTY; LOSS OF USE OF PROPERTY OR THE PREMISES; GOVERNMENTAL FINES AND CHARGES; AND THE CLAIMS OF THIRD PARTIES. ALSO COVERED BY THIS LIMITATION OF LIABILITY ARE THE FOLLOWING TYPES OF DAMAGES: DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL (DAMAGES THAT RESULT FROM AN ACT, BUT DO NOT DIRECTLY RELATE TO THE ACT) AND PUNITIVE (DAMAGES USED TO MAKE AN EXAMPLE OF SOMEONE).

THE LIMITATIONS OF LIABILITY SET FORTH IN THIS SECTION APPLY TO ANY ACTS, OMISSIONS, AND NEGLIGENCE OF THE COMPANY, ITS AFFILIATES, (AND THEIR RESPECTIVE OFFICERS, EMPLOYEES, AGENTS, SUPPLIERS, SERVICE PROVIDERS, CONTRACTORS SUBCONTRACTORS OR REPRESENTATIVES), WHICH, BUT FOR THIS SECTION, MAY GIVE RISE TO A CAUSE OF ACTION IN CONTRACT, TORT OR UNDER ANY OTHER LEGAL THEORY.

5. **Insurance.** You are responsible for obtaining all insurance coverage that you believe is necessary to protect your residence, business, belongings, and persons in or on your Premises, including coverage for personal injury and property damage. **THE PAYMENTS YOU MAKE UNDER THIS AGREEMENT ARE NOT RELATED TO THE VALUE OF THE PREMISES, YOUR POSSESSIONS, OR THE PERSONS OCCUPYING OR AT ANY TIME PRESENT IN OR ON THE PREMISES, BUT RATHER ARE BASED ON THE COST OF THE SYSTEM AND THE SERVICES, AND TAKE INTO CONSIDERATION THE PROTECTIONS AFFORDED TO COMPANY UNDER THIS AGREEMENT.** You hereby release the Company and the Company Related Parties from any liability for any event or condition customarily covered by homeowner's or business insurance, as applicable. You understand that the System is designed to reduce, but not eliminate, certain risks. The Company does not