



Ryan Scott
Inside Sales Representative

June 12th, 2024

Town of Landis
312 S Main Street
Landis, NC 28088

Reference: Tank and Booster Pump Station SCADA Project

Dear Mr. Abernathy,

Dorsett Controls is pleased to provide a scope and cost proposal to design, build, and install SCADA at the Town of Landis Tank and Booster Pump Station (BPS). This proposal includes pricing for both locations hardware and associated programming.

The proposal is based off information given to Dorsett by the town's personnel, and an onsite visit, to determine the Sequence of Operations for each location. A RTU will be installed at each location of this project: Elevated Tank and BPS.

Based on the discovery process and SOO given, Dorsett has established a working I/O summary provided in Appendix A. Further clarifications on specific set points will be needed from the Landis team at time of programming. If the points list changes, a revision will need to be made to the proposal.

This project will be utilizing our secure cloud based hosted server solution. Dorsett Controls' hosted server will include our InfoScan top end software.

All remote sites will communicate with the cloud based InfoScan server via a cellular private network (CPN). Each location will have a 4G cellular modem to handle remote communication. Each field modem will communicate directly to the cloud-based server through the CPN. Each remote cell modem will be accompanied with a \$15 per month re-occurring charge. The cloud-based server will be accompanied by a \$100 per month re-occurring charge.

Dorsett's scope of work does not include the electrical installation of the RTU. The electrical installation will consist of the following: all labor and materials required in the mounting and installation of the new RTU, all wire and conduit labor and material per the required I/O summary, introducing the existing 120v power to the RTU, and terminating all field connections per the I/O summary. Dorsett Controls will land all conductors on the SCADA controller and startup and checkout the system.

The Town of Landis new Tank and BPS SCADA graphics will be depicted in our crystal-clear 3D graphics format. Landis will be afforded two revisions of graphics before final rendering, if needed.

This project includes 8 hrs. of training once the system is complete. Dorsett Controls trains our customers on the product for as long as they own and operate the system. If additional training is required, our remote training sessions and our learning center can be deployed. The hardware design consists of one RTU at each location; one single card MS5-UNV RTU. The hardware design is based on the approved I/O list. Please see Appendix A.

Dorsett Controls offers 24/7/365 remote support. Dorsett boastfully can say that 98% of service calls in 2022 were done over the phone and free of charge to our customers. Our continuous support for our clients is one of our top priorities.

Materials:

- Elevated Tank
 - (1) MS5 UNV Controllers
 - (1) Single Card SCADA Control Panel – Stainless Steel
 - (1) 4G Cell Modem + Antenna Kit
 - 3D Graphics
 - Database Management
 - Engineering, programming, and startup/checkout

- BPS
 - (2) MS5 UNV Controllers
 - (1) Two Card SCADA Control Panel – Stainless Steel
 - (1) 4G Cell Modem + Antenna Kit
 - 3D Graphics
 - Database Management
 - Engineering, programming, and startup/checkout

Scope of Work:

Within the scope of work for this project, Dorsett Controls will provide and/or accomplish the following:

- Build, test, and supply controllers for the Elevated Tank and BPS
- Install the panel and introduce the existing 120v power to the RTU
- Land all wires inside the previously mounted panel once electrical work is complete
- Assign labor to establish communications connectivity from the remote site to the server
- Assign labor to establish graphics, database management, and programming of the approved points list
- Assign labor to accomplish all onsite start-up and check-out efforts
- Provide required submittals and complete SCADA system as-built drawings

The proposed project delivery is relevant to the customers' needs and time frames. We can meet your needs depending on urgency. The following is a preliminary schedule that can be negotiated based on your requirements:

- Within two weeks of the executed contract- Preconstruction meeting for coordination and design.
- One week-System Design
- Twelve weeks- materials order and delivery
- One week-Construct and assembly
- One week-Installation, commissioning, and performance verification

Total Estimated Time: 12-16 Weeks

Terms of Sale

- Price Valid for 60 days from the date of proposal.
- Out of Scope Engineering Project Cost- Additional programming and engineering outside of the scope illustrated above will be handled through a separate work order. All engineering services for this project will be based out of the Winston-Salem, NC office.
- The customer is responsible for paying waiting time if Dorsett Controls personnel are prevented from working due to unavailability or lack of progress of other vendors.

In closing, Dorsett Controls looks forward to providing a sustainable SCADA solution for the Town of Landis. Thank you for the opportunity and we look forward to getting started.

Cost Summary

Total Price: \$36,577

Monthly Reoccurring Costs:

\$15 a month for remote sites (x2)

\$100 a month for Cloud Hosted Server (x1)

This proposal and associated terms and conditions accepted by:

Signature

Name

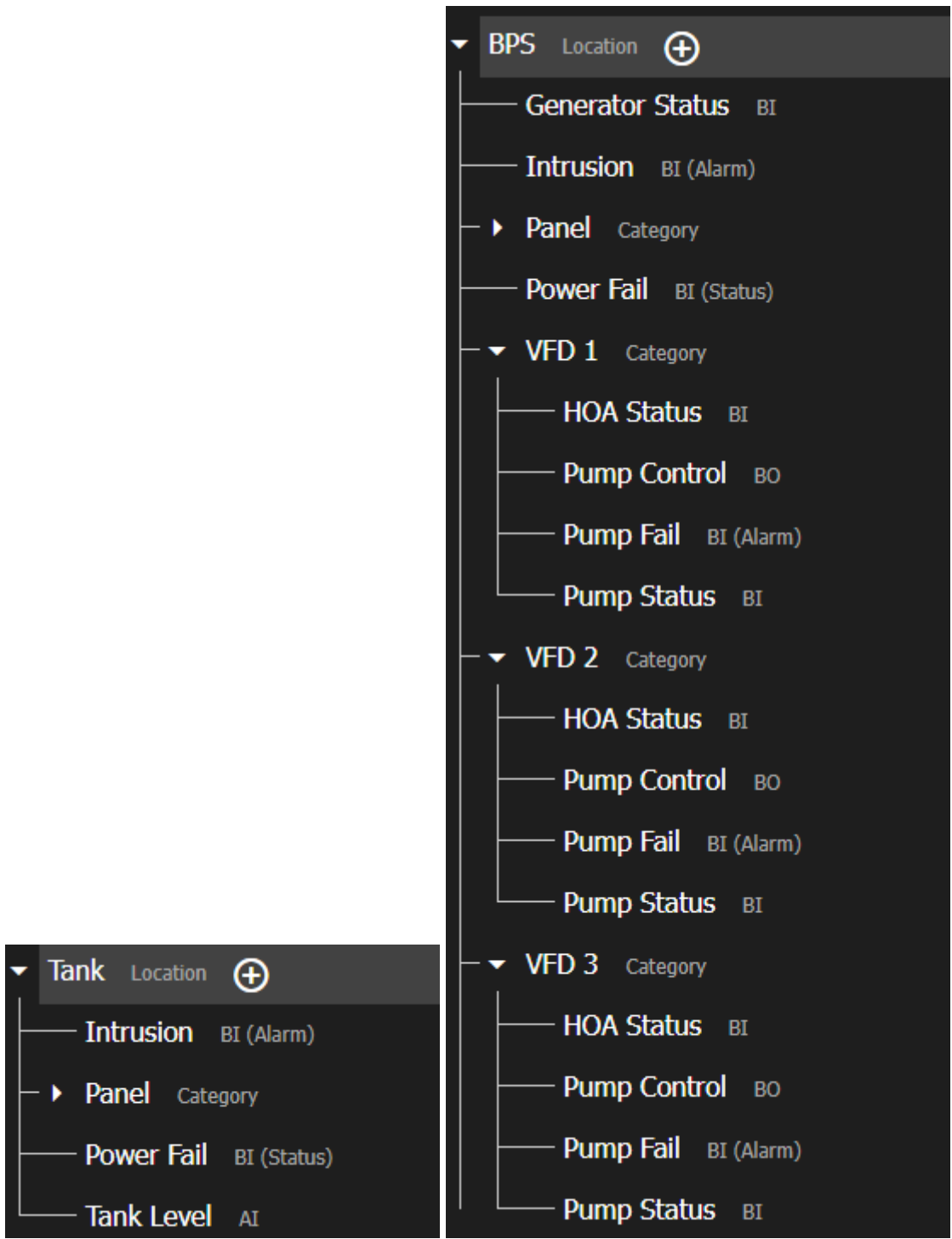
Title

Date

Respectfully,

Ryan Scott
Inside Sales Representative
Office: 336-518-1308
Cell: 801-403-4939
Website: www.Dorsettcontrols.com

Appendix A: IO List





1. **ACCEPTANCE** - No proposal made by *Dorsett Technologies, Inc.* (hereinafter "DTI"), (dba Dorsett Controls) shall be binding upon DTI until accepted and acknowledged by DTI, subject to these terms and conditions. Sales Representatives are not authorized to bind DTI. Orders are subject to acceptance within thirty days from the date of the proposal's issuance and the prices are subject to change without notice prior to acceptance by the Buyer. **No alteration, modification or change of such terms as may appear on the Buyer's purchase order or on the reverse side thereof shall be binding upon DTI unless expressly agreed by DTI in writing.** The prices stated herein may have been increased to the prevailing prices effective on the date of shipment unless prices are stated to be firm on the face of DTI's proposal. The conditions for firm pricing must have included a release for immediate production and shipment. Any delay in shipment caused by Buyer's actions will subject prices to increase to the prevailing prices during that period of delay. In no event will delays in shipment on firm price orders justify a decrease in prices accepted.

2. **PERFORMANCE** - DTI shall be obligated to furnish only the goods described in: DTI's published submittal data (if such data is issued in connection with the order), DTI's currently published price list, or website, as described in the attachments or on the reverse side hereof.

3. **PRICES** - Unless otherwise specified, all prices are **F.O.B. DTI's factory in NC**, and are subject to withdrawal or change without notice at anytime prior to DTI's receipt of a purchase order. After acknowledgment, prices are subject to the timely receipt of all required information from the Buyer, and the timely approval of submittal data and a notice to proceed (NTP). DTI's receipt and acceptance of NTP will not indicate or imply acceptance of the purchase order, without having formally acknowledged the purchase order. **The Buyer's agreement to these "Standard Terms & Conditions of Sale" will be evidenced by their instructions to ship the product or their submittal approval and/or NTP.**

4. **TITLE TRANSFER and SHIPPING DAMAGE INSURANCE** - Because DTI has no control over the acceptance of goods delivered damaged or the identification of and claim for any damage done during shipment, the risk of loss most appropriately belongs with the consignee. Therefore, the Buyer shall assume all risk of loss of goods in transit. DTI's liability as to delivery shall terminate upon delivery to the carrier at the shipping point, with the carrier acting as the Buyer's Agent.

5. **PAYMENT** - Standard payment terms for goods shipped hereunder will be "cash in advance of shipment." However, in most situations, open account credit terms of "Net cash 30 days" from invoice date will apply, pending credit approval, unless alternate terms appear on the face hereof or unless expressly agreed to in writing by DTI. A prompt-payment discount of 0.5%-10 days NET 30 may be available to pre-approved customers. When open account terms are approved and agreed, DTI reserves the right to add to any account outstanding for more than 60 days from date of invoice or more than 30 days past due, whichever occurs first, a finance charge of 2.5 % of the principal amount due at the end of each 30 day period thereafter. Accounts referred to an outside collection agency will be subject to an additional collection fee of 20% plus any additional direct costs of collection, related fees or charges. Otherwise, all collection costs, court costs and attorney's fees will be included in the total amount due.

6. **FORCE MAJEURE** - The duty to perform under any purchase order on the part of DTI and the price thereof is subject to the approval by DTI and is also contingent upon strikes, accidents, fires, the inability to procure materials from the usual sources of supply, the requirements of the United States Government; (through the use of priorities or preference or in any other manner), DTI diverts either the material or the finished product to the direct or indirect benefit of the Government or upon any like or unlike cause beyond the control of DTI. Upon disapproval by DTI or upon the occurrence of any such event as aforesaid mentioned DTI may delay performance or at its option, renegotiate prices, terms and/or conditions of sale with the Buyer. If DTI elects to renegotiate and if DTI and the Buyer are unable to agree on revised prices or terms, the order shall be canceled without any liability.

7. **SHIPMENT DATES** - **Shipment dates proposed with the order acknowledgment are estimates only.** No contract will be made to ship within a specified time unless specified in writing and signed by an officer of DTI.

8.Column Break.....**SHIPPING TERMS** - **The costs for shipping are not included with the F.O.B. prices quoted or acknowledged for the products ordered.** These costs will normally be **PREPAID & ADDED to the invoice** by DTI. The Buyer is solely responsible for payment of all shipping costs added to their invoice. Requests for alternate shipping methods or use of specific carriers may be considered, when requested and if appropriate. UPS Standard Delivery, FedEx Ground or the equivalent from another domestic package delivery service will be used, wherever possible. Should shipment size, weight, content or other limitations be exceeded, then domestic LTL common carrier transport will be used. The selection of the carrier or transportation service will be at the sole discretion of DTI.

9. **TAXES** - To the prices and terms stated herein, the Buyer must add any manufacturer's gross receipts, sales or use tax, or any other applicable tax, either Federal, State, or Local, payable on the transaction under any applicable statute. **DTI does not collect any applicable taxes.**

10. **CHANGES** - If, following acceptance of DTI's proposal by the Buyer, all or any portion of this order was changed by the Buyer without default on the part of DTI or without DTI's written consent, the Buyer shall be liable to DTI for all charges including, but not limited, to DTI's incurred costs and such profit as would have been realized by DTI from the transaction had the agreement not been changed or terms breached by the Buyer.

11. **CANCELLATION** - The **buyer may not cancel all or any part of this order**, except upon written consent of DTI and the payment of such cancellation or change order charges as may be determined by DTI.

12. **RETURNS** - **Product may not be returned without explicit permission of DTI** as evidenced by DTI's authorization in the issuance of an RMA number and shipping instructions to the Buyer. Authorized returns for credit will be subject to discounts and physical inspection when received. Unauthorized returns or returns with freight collect or charged to DTI without permission will be refused and returned to the Buyer, at the Buyer's expense. Customized products are non-cancellable and non-returnable.

13. **AGREEMENT** - This agreement shall be governed by the laws of the State of North Carolina (NC) and any action for breach hereof shall be maintained in the NC courts. DTI, at its option, may require that any action relating to the breach of this agreement be resolved by binding arbitration pursuant to the rules of the American Arbitration Association.

14. **WAIVER & MODIFICATION** - No waiver or modification of any of DTI's *Standard Terms and Conditions* shall be effective unless such waiver or modification is in writing and signed by an authorized representative at the office of DTI in Winston-Salem, North Carolina.

15. **STANDARD LIMITED WARRANTY** - DTI warrants all its **products** covered by the order are free from defects in material and workmanship for a period of thirteen **(13) months from the date of shipment**. DTI may from time-to-time offer specific further warranty protection on an optional extra cost basis or as a condition of contract. Any further warranty must be in writing and signed by an officer of DTI. DTI's obligations and liabilities under these warranties are limited to the bench-repair or supply of replacement materials for any DTI products or parts of products not conforming to this warranty. Warranty coverage applies only to those products which have been returned to DTI freight prepaid; provided that notice has been given promptly for any claim of defect or nonconformity, and that DTI is given a reasonable opportunity to inspect same. Failure to give reasonable notice shall result in all equipment to be deemed, in all respects, in accordance with the sale contract. No liability whatever shall attach to DTI until invoices for said products have been satisfied in full and then Buyer's total claim shall be limited to the purchase price of the equipment determined to be defective. No claims shall be allowed for the cost of any unauthorized labor expended for the removal and/or reinstallation of such equipment. "Replacement" as used herein does not include the cost of materials or labor to remove, reinstall or reconstruct any other equipment or system within or to which the product covered by the order may be attached or installed.

The warranty and liability set forth herein are IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES, whether in contract or in negligence, express or implied, in law or in fact, and specifically excludes without limitation, implied warranties of marketability, merchantability and fitness for a particular purpose. IN NO EVENT SHALL DTI BE LIABLE FOR ANY BACK-CHARGES, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES.