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Utility Field Services • SCADA Systems • Tower Services

7 September 2017

To: HDR & the City of Lee's Summit MO
From: Second Sight Systems
Re: Proposal for the Water Utilities SCADA System Improvement; Bid No. 2017-042-1-3C

It is with great enthusiasm that **Second Sight Systems** presents a proposal to HDR and the City of Lee's Summit MO for the Water Utilities SCADA System Improvement project. As part of our solution, Second Sight will take the role of lead contractor and engage the services of **Larson Data Communications** who is under a contractual retainer to serve as a technical consultant and advisor throughout the duration of the project. This two-party approach will provide HDR and the City of Lee's Summit with the most qualified SCADA technical resources in the marketplace who can also meet 100% of the bid specifications.

Second Sight is an authorized GE MDS™ Full Service Partner for the state of Missouri and has RF engineers on staff who have earned certification status at the GE factory in Rochester, NY. Our authorization status grants us most favorable pricing rights for the portfolio of GE MDS™ products and assures our customers that the MDS™ solution for their SCADA system will be installed and configured by GE MDS™-qualified technicians.

As part of our end-to-end solution, Second Sight also has Comtrain-certified communication tower technicians on staff. Our tower climbers have experience in cellular and utility communication tower installations and meet the highest level of industry safety standards. Without having to outsource tower services to a third party, HDR and the City of Lee's Summit can feel confident that the solutions delivered to them by our RF engineers will be well-coordinated and deployed by our own tower technicians with the same level of service and support.

Larson Data Communications will be retained as an advisor to Second Sight and will play a significant role with the installation and post-installation technical support. Larson is intimately knowledgeable of the project specifications, having completed the site survey for HDR and authoring the system specs for this project. There is simply no other firm more familiar with the performance requirements for this project than Larson Data Communications.

The collaborative approach between Second Sight Systems and Larson Data Communications will deliver the safest, most comprehensive and technically sound option for this project.

We look forward to your response and the opportunity to work with HDR Engineering and the City of Lee's Summit MO.

Respectfully,

Jim Strite
Sales Manager
Second Sight Systems

BID FORM FOR CONSTRUCTION CONTRACTS

Prepared by

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BID FORM

Water Utilities SCADA System Improvements, City Project Number 2017-042-1-3C,
HDR Project Number 10028695

Bidder's Company Name	Second Sight Systems		
Primary Contact (Name)	Jim Strite		
Address	PO# 1003 Hillsboro MO 63050		
Email	jim.strite@sssf.com	Business License No	20175471
Phone No	636-789-9999	Fax No	636-789-9998

ARTICLE 1 - BID RECIPIENT

- 1.01 This Bid is submitted electronically via the Quest vBid system at www.QuestCDN.com for Bid No. 5301409, Water Utilities Facility, City of Lee's Summit Public Works Department.
- 1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents (including the Bid Worksheet) to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid, or if applicable the Bid Worksheet submitted via the Quest vBid system, and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 – BIDDER’S ACKNOWLEDGEMENTS

- 2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 3 – BIDDER’S REPRESENTATIONS

- 3.01 In submitting this Bid, Bidder represents that:
 - A. Bidder has examined and carefully studied the Bidding Documents and other related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged.

<u>Addendum #</u>	<u>Addendum Date</u>
Addendum 1	08-21-2017
_____	_____
_____	_____
_____	_____

- B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Bidder is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities) that have been identified in SC-4.02 as containing reliable "technical data," and (2) reports and drawings of Hazardous Environmental Conditions, if any, at the Site that have been identified in SC-4.06 as containing reliable "technical data."
- E. Bidder has considered the information known to Bidder; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents; and (3) Bidder's safety precautions and programs.
- F. Based on the information and observations referred to in Paragraph 3.01.E above, Bidder does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Engineer is acceptable to Bidder.
- I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.

ARTICLE 4 – BIDDER'S CERTIFICATION

4.01 Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;

- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
 - 1. “corrupt practice” means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;
 - 2. “fraudulent practice” means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 - 3. “collusive practice” means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
 - 4. “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

ARTICLE 5 – BASIS OF BID

- 5.01 Bidder will complete the Work in accordance with the Contract Documents for the price(s) identified in the Bid Worksheet submitted electronically via the Quest vBid system at www.QuestCDN.com.

ARTICLE 6 – TIME OF COMPLETION

- 6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
- 6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 7 – ATTACHMENTS TO THIS BID

- 7.01 The following documents are submitted with and made a condition of this Bid:
 - A. Required Bid security in accordance with Article 8 of the Instructions to Bidders (C-200);
 - B. Addendum Acknowledgement Page for each Addendum
 - C. List of Proposed Subcontractors
 - D. List of Proposed Manufacturers and Suppliers

- E. List of Project References
- F. Required Bidder Qualification Statement with Supporting Data
- G. Affidavit of Non-Collusion
- H. Work Authorization Affidavit signed and notarized
- I. Documentation affirming enrollment and participation in a federal work authorization program.

ARTICLE 8 – DEFINED TERMS

8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 9 – BID SUBMITTAL

9.01 This Bid is submitted by:

If Bidder is:

An Individual

Name (typed or printed): _____

By: _____
(Individual's signature)

Doing business as: _____

A Partnership

Partnership Name: _____

By: _____
(Signature of general partner -- attach evidence of authority to sign)

Name (typed or printed): _____

A Corporation

Corporation Name: Second Sight Systems, LLC (SEAL)

State of Incorporation: Missouri

Type (General Business, Professional, Service, Limited Liability): _____

By: Todd Deibel

(Signature -- attach evidence of authority to sign)

Name (typed or printed): Todd Deibel

Title: President/Manager
(CORPORATE SEAL)

Attest Jim Strite

Date of Qualification to do business in Missouri is 03 / 01 / 2016

A Joint Venture

Name of Joint Venture: _____

First Joint Venturer Name: _____ (SEAL)

By: _____

(Signature of first joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

Second Joint Venturer Name: _____ (SEAL)

By: _____

(Signature of second joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)

BID WORKSHEET

Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

Section A - Base Bid

Water Utilities SCADA System Improvements

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
A-1.	All work under the Bidding Documents	LS	1	\$ 396,855.14	\$ 396,855.14
Total of All Base Bid Prices: Three Hundred Ninety Six Thousand Eight Hundred Fifty Five and 14/100				\$ 396,855.14	
(Words)				Dollars & No Cents	



Consulting Agreement

This Consulting Agreement (the "Agreement" or "Consulting Agreement") states the terms and conditions that govern the contractual agreement between **LARSON DATA COMMUNICATIONS** having its principal place of business at 220 S. Kimball St., Mitchell, SD 57301 (the "Consultant"), and **SECOND SIGHT SYSTEMS, LLC** (the "Lead Contractor") who agrees to be bound by this Agreement.

WHEREAS, the Consultant offers technical consulting services to support the development of a proposal and execution of installation services related to the City of Lee's Summit RFP for the water utility SCADA system; and

WHEREAS, the Lead Contractor desires to retain the services of the Consultant to render consulting services with regards to technical support, network optimization programming, and customer training according to the terms and conditions herein.

NOW, THEREFORE, In consideration of the mutual covenants and promises made by the parties hereto, the Consultant and the Lead Contractor (individually, each a "Party" and collectively, the "Parties") covenant and agree as follows:

1. Term

This Agreement shall begin on **9/1/17** and continue for six (6) months and automatically renews for an additional six (6) months unless one Party provides written notice to the other Party.

a. Either Party may terminate this Agreement for any reason with thirty (30) days written notice to the other Party.

2. Consulting Services

The Consultant agrees that it shall provide its expertise to the Lead Contractor and act as an exclusive consultant and advisor to the Lead Contractor. Consultant will advise Lead Contractor in developing a comprehensive proposal that will address all system specifications outlined in the HDR and Lee's Summit RFP document. Should Lead Contractor ultimately be awarded the contract from the City of Lee's Summit, Consultant will be retained throughout the installation phase including the completion of the system deployment and will be expected to provide hands-on support for all network programming and optimization, customer on-call technical support, and post-installation training (the "Consulting Services").

3. Compensation

Refer to *Amendment "A"*

4. Intellectual Property Rights in Work Product

The Parties acknowledge and agree that the Lead Contractor will hold all intellectual property rights in any new or unique work product resulting from the Consulting Services including, but not limited to,



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copyright and trademark rights. The Consultant agrees not to claim any such ownership in such work product's intellectual property at any time prior to or after the completion and delivery of such work product to the Lead Contractor.

5. Confidentiality

The Consultant shall not disclose to any third party any details regarding the Lead Contractor's business, including, without limitation any information regarding any of the Lead Contractor's customer information, business plans, or price points (the "Confidential Information"), (ii) make copies of any Confidential Information or any content based on the concepts contained within the Confidential Information for personal use or for distribution unless requested to do so by the Lead Contractor, or (iii) use Confidential Information other than solely for the benefit of the Lead Contractor.

10. Applicable Law

This Consulting Agreement and the interpretation of its terms shall be governed by and construed in accordance with the laws of the State of Missouri and subject to the exclusive jurisdiction of the federal and state courts located in Jefferson County, Missouri.

IN WITNESS WHEREOF, each of the Parties has executed this Consulting Agreement, both Parties by its duly authorized officer, as of the day and year set forth below.

LARSON DATA COMMUNICATIONS ("Consultant")

SECOND SIGHT SYSTEMS, LLC ("Lead Contractor")

Signature: 

Name: Michael E. Larson

Date: 6 September, 2017

Signature: *Todd Deibel*

Name: Todd Deibel

Date: 6 September 2017



GEMDS

Industrial Wireless
Networks

Product Training Session

THIS IS TO CERTIFY THAT

Andrew Krekow

HAS SUCCESSFULLY COMPLETED MDS PRODUCT LINE AND APPLICATION TRAINING FOR

Orbit Certification

In Rochester, NY July 25th - 29th

Instructor: Alex Boyd



Product Training Session



This Certifies That

Andrew Krekow

Has successfully completed MDS Product Line and Application Training for the:

**Industrial Wireless Data Communications Technology
& GE MDS Orbit Product Suite Training**

Conducted by Larson Data Communications, in Mitchell, SD

December 13th - 15th, 2016



Aaron Gerfen

INSTRUCTOR
Senior Systems Technician



Mike Larson

INSTRUCTOR
Senior Systems Engineer



State of Missouri
Jason Kander, Secretary of State
 Corporations Division
 PO Box 778 / 600 W. Main St., Rm. 322
 Jefferson City, MO 65102

LC001475151
Date Filed: 3/16/2016
Jason Kander
Missouri Secretary of State

Amendment of Articles of Organization

(Submit with filing fee of \$25.00)

Charter #: LC001475151

1. The current name of the limited liability company is SCADA Holdings, LLC

2. The effective date of this document is the date it is filed by the Secretary of State of Missouri, unless a future date is otherwise indicated:

(Date may not be more than 90 days after the filing date in this office)

3. State date of occurrence that required this amendment: 3/1/2016
Month/Day/Year

4. The articles of organization are hereby amended as follows:

Section 1 shall be deleted in its entirety and, in lieu thereof, the following shall be substituted in its place and stead: "The name of the company is Second Sight Systems, LLC."

New Name (if applicable): Second Sight Systems, LLC

5. (Check if applicable) This amendment is required to be filed because:

- management of the limited liability company is vested in one or more managers where management had not been so previously vested.
- management of the limited liability company is no longer vested in one or more managers where management was previously so vested.
- a change in the name of the limited liability company.
- a change in the time set forth in the articles of organization for the limited liability company to dissolve.

6. This amendment is (check either or both):

- authorized under the operating agreement
- required to be filed under the provisions of RSMo Chapter 347
- both

In Affirmation thereof, the facts stated above are true and correct:

(The undersigned understands that false statements made in this filing are subject to the penalties provided under Section 575.040, RSMo)

Todd Deibel
Authorized Signature

TODD DEIBEL
Printed Name

03/16/2016
Date

LLC-12 (11/2009)

Name and address to return filed document:
Name: <u>Thomas E. Pulliam</u>
Address: <u>Email: tepulliam@aol.com</u>
City, State, and Zip Code: _____

STATE OF MISSOURI



Jason Kander
Secretary of State

CERTIFICATE OF AMENDED ARTICLES OF ORGANIZATION

WHEREAS,

Second Sight Systems, LLC
LC001475151

FORMERLY,

SCADA Holdings, LLC

filed its amended Articles of Organization with this office and WHEREAS that filing was found to conform to the Missouri Limited Liability Company Act;

NOW, THEREFORE, I, JASON KANDER, Secretary of State of the State of Missouri, by virtue of authority vested in me by law do hereby certify and declare that the above entity's Articles of Organization are amended.

IN TESTIMONY WHEREOF, I hereunto set my hand and cause to be affixed the GREAT SEAL of the State of Missouri. Done at the City of Jefferson, this 16th day of March, 2016.


Secretary of State

