

RESOLUTION NO. R23-09

A RESOLUTION OF THE CITY COUNCIL AUTHORIZING THE MAYOR TO ACCEPT THE PROPOSAL FROM IN CONTROL, INC. FOR CITY OF LAUREL WASTEWATER TREATMENT PLANT UPGRADES AND EXECUTE ALL RELATED DOCUMENTS.

BE IT RESOLVED, by the City Council of the City of Laurel, Montana:

Section 1: Approval. The Proposal (Proposal # QP22121201-06) from In Control, Inc. (hereinafter “the WWTP Upgrade Proposal”), as well as all other respective agreements related to the performance of the services to be provided by In Control, Inc., copies attached hereto and incorporated herein, are hereby approved.

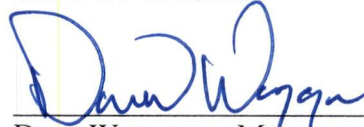
Section 2: Execution. The Mayor is hereby given authority to accept the WWTP Upgrade Proposal, as well as execute all necessary agreements for the provision of services by In Control, Inc., as reflected in the documents attached hereto and incorporated herein.

Introduced at a regular meeting of the City Council on the 14th day of February 2023 by Council Member Wheeler.

PASSED and APPROVED by the City Council of the City of Laurel, Montana on the 14th day of February 2023.

APPROVED by the Mayor on the 14th day of February 2023.

CITY OF LAUREL



Dave Waggoner, Mayor

ATTEST:



Kelly Strecker, Clerk-Treasurer



APPROVED AS TO FORM:

A handwritten signature in blue ink that reads "Michele LB" with a long horizontal flourish extending to the right.

Michele L. Braukmann, Civil City Attorney



In Control, Inc.
5301 E River Rd, Suite 108
Fridley, MN 55421

PROPOSAL # QP22121201-06

To: City of Laurel

Date: January 5, 2023

From: Cade Beeton

Valid: 30 days

Page: 1 of 5

Attn: Kurt Markegard – Public Works Director
Thomas Henry – Chief Operator

Re: City of Laurel WWTP Upgrades

In Control, Inc. is pleased to provide our proposal for materials and services as part of the project referenced above. This proposal is based upon the pre-engineering survey performed by In Control Inc. in September 2022. It is the intent of In Control to incorporate our proven standards and programming as much as possible on an upgraded control system to provide effective and efficient operation of the City of Laurel WWTP for decades to come.

This proposal is broken up into two separate phases with a deduct if both phases are accepted up front. Accepting Phase 1 and Phase 2 up front will eliminate running two separate SCADA systems simultaneously and significantly reduce costs from programming changes and licensing for the existing Wonderware SCADA system.

Phase 1 includes replacing the existing operator interface terminals (OITs) with Allen Bradley PanelView OITs for the Headworks Building Panel, Digester Building Panel, and Control Building panel. Phase 1 also includes replacing the obsolete GE Genius Bus protocol, GE Fanuc 90-30 programmable logic controllers (PLCs) and the other obsolete equipment in the existing control panels listed in the items below. Phase 1 includes reusing and updating the existing Wonderware SCADA system and licensing on a new SCADA computer running Windows 10. **Windows 7 is no longer in support and is a security liability.** We will attempt to interface with the existing big-screen TV; if there is a compatibility issue we will work with the city to replace it.

Phase 2 includes replacing the existing operator interface terminals (OITs) with Allen Bradley PanelView OITs for (2) Blower Building panels, (1) Solids building panel, and (1) Anaerobic Basin Remote IO Panel. Phase 2 also includes replacing the existing Wonderware SCADA system with Rockwell's FactoryTalkView SE Station to match the SCADA system in the Laurel Water Treatment facility. A key benefit in upgrading to the Allen Bradley equipment is that they will provide an entire plant control node offering an industrial grade backup of the main SCADA computer and also reduce the variety of spare parts required to keep on hand.

City's Electrical contractor to furnish, install and terminate fiber optic cable from Control Building to Headworks Building and Digester Building.



Proposed Materials and Services

Item 1 - Professional Engineering Services as the System Integrator

- A. One project manager will be assigned as a primary point of contact through project completion
- B. A project team consisting of up to (3) engineers will be assigned to the project
- C. Engineering review meetings will be conducted on a timely basis as required
- D. Industry best practices, proven control approaches and standardized objects will be implemented in the design, configuration, and development of the entire system
- E. PLC, OIT, and SCADA Programming is included and will be tested prior to start up
- F. The entire design including control panel drawing updates, motor control schematics, and instrumentation schematics will be completed internally with functional testing prior to start up
- G. Electronic drawings will be drafted and submitted for approval. As Built drawings will be provided electronically upon shipment of control panels. Final drawings and O&M documents will be provided electronically after substantial completion

Item 2 - Phase 1

In Control will furnish and install PLC racks, OITs, network equipment, and end-of-life components. Field instruments will be furnished loose for installation by others.

- A. Headworks Building
 - 1. Allen Bradley CompactLogix PLC CPU and I/O Modules
 - 2. 12" PanelView Plus 7 Performance OIT
 - 3. 8-Port Fiber/Copper Ethernet Switch
 - 4. Fiber Patch Panel, Patch Cable, Adapter Plate
 - 5. Replacement end-of-life components as needed, including Intrinsic Safety Barriers
- B. Digester Building
 - 1. Allen Bradley CompactLogix PLC CPU and I/O Modules
 - 2. 12" PanelView Plus 7 Performance OIT
 - 3. 8-Port Fiber/Copper Ethernet Switch
 - 4. Fiber Patch Panel, Patch Cable, Adapter Plate
 - 5. Replacement end-of-life components as needed
 - 6. Sump Pump controllers with float switches for backup control and replacement Intrinsic Safety Barriers

C. Control Building

1. Allen Bradley CompactLogix PLC CPU and I/O Modules
2. 12" PanelView Plus 7 Performance OIT
3. Sensaphone 8-Channel Hardware Dialer
4. Redundant Barnett Cellular Dialer - (recurring cellular charges are responsibility of the city)
5. Fiber Patch Panel, Patch Cable, Adapter Plate
6. Replacement end-of-life components as needed

D. SCADA Computer

1. Dell Precision 3460 Tower PC, Solid State
2. Microsoft Office Professional
3. Keyboard and Mouse
4. (2) 24" Dell Ultrasharp Monitors
5. Stereo Soundbar
6. True Online UPS and power strip with surge protected outlets
7. WatchGuard Firewall with one year of Total Security Suite

E. SCADA Software

1. The existing Wonderware installation will be updated to include screens, setpoints, and levels for the Headworks, Digester, and Control buildings. This will require an upgrade to the latest version and support from Wonderware.

F. Spare Parts

1. A spare PLC CPU and an I/O module of each type used will be provided
2. A spare 24 VDC power supply will be provided

Item 3 - Phase 2

In Control will furnish and install hardware and software for Phase 2.

A. SCADA Software

1. A new FactoryTalkView SE Station, Unlimited Display, Perpetual License application will be created to replace the Wonderware installation.

B. OIT Replacement – Maple Systems OITs will be replaced with 12" PanelView Plus 7 Performance OITs in the following locations:

1. (2) Blower Building
2. (1) Solids Building
3. (1) Anaerobic Basin Remote I/O Panel

Item 4 - Deduct

In the event that Phase 1 and 2 are purchased simultaneously, the Wonderware software upgrade under Phase 1 will no longer be necessary. The deduct removes the Wonderware update and integration.

Proposal Summary

NET TOTAL PRICING:

The following prices apply to the proposed materials and services:

Phase 1:	\$ 223,187
Phase 2:	\$ 160,927
	Net Total: \$ 384,114
Deduct:	\$ 63,755
	Net Total with Deduct: \$ 320,359

Sales and Use Taxes: Excluded
Freight: Included, FOB shipping point

EXCLUSIONS:

Our proposal does not include the following:

- o Bonding, Permits, Licenses, or Fees of any kind
- o Removal, demolition, or disposal of existing equipment
- o Field installation of equipment, enclosures, instrumentation, or other products provided
- o Fasteners or mounts, wire, raceway, or fittings required for field installed products
- o Termination of any field wiring such as line power, control signals, instrumentation, etc.
- o Normal and customary items provided by a general or electrical contractor
- o Electrical Studies, Tests, or Inspections that are not detailed in this proposal
- o Network Media or Testing that are not defined in the scope of work detailed in this proposal
- o Any equipment or services that are not defined in the scope of work detailed in this proposal
- o Shipping costs to locations other than the primary project site

Thank you in advance for the consideration of our offer and for the opportunity to work together. Should you have any questions regarding this proposal, please contact me directly at your convenience. I look forward to hearing from you soon to secure and coordinate this project.

Best Regards,

Cade Beeton
Technical Sales Engineer
Mobile: 406.661.4795
Office: 763.783.9500
E-Mail: cade.beeton@incontrol.net

Bob Dietrich
Estimator
Mobile: 612.210.2944
Office: 763.783.9500 x2004
E-Mail: bob.dietrich@incontrol.net

ACCEPTANCE: To accept this proposal please return a signed copy with purchase order. Thank you!

Signature: David Waggoner

Purchase Order: _____

Print Name: DAVID WAGGONER

Date: _____

Title: MAYOR

Proposal Number: QP22121201-06

Standard Terms and Conditions of Sale

These terms and conditions are in effect between the party ("Purchaser") issuing the purchase order ("Order") and In Control, Inc. ("In Control").

1. **ACCEPTANCE** – Acceptance of this Order will be in writing within 30 days of Order receipt, subject to approval of the Purchaser's credit by In Control and compliance with the acceptance criteria set forth herein. Upon acceptance, this Order will constitute the entire agreement between In Control and Purchaser, supersede all prior negotiations and discussions, and may not be modified or terminated except in writing signed by both Purchaser and In Control.
2. **TERMINATION** – Notification of termination of this Order shall be made in writing with 14 days notice. If Purchaser terminates this Order at no fault of In Control, Purchaser shall pay for services rendered at In Control's published rates, reimbursable expenses, and equipment ordered through the date of termination. This payment will also include a fee of 10% of the Order value to cover the expense of terminating the contract.
3. **ATTORNEY FEES** - If either party commences or is made a party to an action or proceeding to enforce or interpret this Order, the prevailing party in such action or proceeding will be entitled to recover from the other party all reasonable attorneys' fees, costs and expenses incurred in connection with such action or proceeding or any appeal or enforcement of any judgment.
4. **INDEMNIFICATION** - Purchaser will indemnify and hold harmless In Control from and against any and all claims, actions, proceedings, costs, expenses, losses and liability, including all reasonable attorneys' fees, costs and expenses, arising out of or in connection with or relating to any goods or services not furnished by In Control pursuant to this Order, including without limitation all product liability claims and any claims involving personal injury, death or property damage. The obligations set forth in this Section will survive the termination or fulfillment of this Order.
5. **LIMITATIONS OF LIABILITY** - In no event will In Control be liable in contract, tort, strict liability, warranty or otherwise, for any special, incidental or consequential damages, such as delay, disruption, loss of product, loss of anticipated profits or revenue, loss of use of the equipment or system, non-operation or increased expense of operation of other equipment or systems, cost of capital, or cost of purchase or replacement equipment systems or power. In particular, unless otherwise agreed to in writing between the Purchaser and In Control, In Control will not accept liquidated damages.
6. **FORCE MAJEURE** – In no event shall In Control be responsible or liable for any failure or delay in the performance of its obligations hereunder arising out of or caused by, directly or indirectly, forces beyond its control, including, without limitation, strikes, work stoppages, supply chain disruptions, accidents, acts of war or terrorism, civil or military disturbances, health crises, nuclear or natural catastrophes or acts of God, and interruptions of utilities, communications or computer services. It being understood that In Control shall use all commercially reasonable efforts to resume performance as soon as practicable under the circumstances.
7. **WARRANTY** - In Control warrants that the goods and services furnished will be of good quality, free from defects in material, design and workmanship will conform to the specifications and drawings and be suitable for their intended purpose. This warranty will be in force for eighteen (18) months after shipment or twelve (12) months from startup, whichever is shorter. Any remaining allotments for Purchaser or end owner/engineer-initiated changes and call-back expire with the warranty period and are not refundable. In Control reserves the right to terminate warranty should the Purchaser's account be in arrears.
8. **TRANSPORTATION** - Unless otherwise specified, all deliveries from In Control will be F.O.B. factory, freight prepaid.
9. **ESCALATION** – This Order is conditioned upon the ability of In Control to complete the work at present prices for material and at the existing scale of wages for labor. If In Control is, at any time during the term of the Order, unable to complete the work at the present prices and wages, then the Order sum shall be equitably adjusted by change order to compensate In Control for significant price increases, where a significant price increase is defined as a change of 10% or more between the date of quote and the date of applicable work.
10. **PAYMENT TERMS** - The payment terms are due upon invoice receipt. Any balance remaining over 31 days beyond the invoice date will be subject to a 2.0% monthly service fee until paid. Debit or credit card payment is accepted and subject to a 3.0% surcharge of the payment amount. Should a payment default occur In Control reserves the right to stop all work, including but not limited to startup of equipment. All reasonable attempts will be made between both parties to resolve the disputed portions of any invoice within the payment terms.

Order value will be invoiced in full upon shipment unless specific terms are described in the proposal. No retainage is allowed.
11. **NONWAIVER** - The failure by In Control to enforce at any time, or for any period of time, any of the provisions hereof will not be a waiver of such provisions nor the right of In Control thereafter to enforce each and every such provision.
12. **REMEDIES** - Remedies herein reserved to In Control will be cumulative and in addition to any other or further remedies provided in law or equity.