

RESOLUTION NO. R24-81

A RESOLUTION OF THE CITY COUNCIL AUTHORIZING THE MAYOR TO APPROVE A CHANGE ORDER FOR IN CONTROL, INC. FOR THE PROJECT KNOWN AS THE CITY OF LAUREL WWTP UPGRADES.

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

Section 1: Approval. The Change Order for the Project known as the City of Laurel WWTP Upgrades, In Control, Inc. Project 23055PA, Change Order Proposal #QP24071902-01, a copy attached hereto and incorporated herein (hereinafter “the In Control Change Order”), is hereby approved.


Section 2: Execution. The Mayor is hereby given authority to execute the In Control Change Order on behalf of the City.

Introduced at a regular meeting of the City Council on the 10th day of September 2024, by Council Member Mackay.

PASSED and APPROVED by the City Council of the City of Laurel the 10th day of September, 2024.

APPROVED by the Mayor on the 10th day of September 2024.

CITY OF LAUREL



Dave Waggoner, Mayor

ATTEST:



Kelly Strecker, Clerk-Treasurer



APPROVED AS TO FORM:



Michele L. Braukmann, Civil City Attorney



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

CHANGE ORDER PROPOSAL # QP24071902-02

To: City of Laurel

Date: August 21, 2024

From: Cade Beeton

Valid: 30 days

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Attn: Thomas Henry

Project: City of Laurel WWTP Upgrades

In Control Project: 23055PA

Subject: Change Order Proposal – PLC Modifications

In Control, Inc. is pleased to provide our proposal for materials and services as part of the project referenced above.

BACKGROUND:

During the programming phase of the WWTP upgrades, it was found that two existing control panels, the Solids SCP and Blower MCP contain Allen Bradley CompactLogix CPU processors that had old enough hardware revisions that they are not able to be upgraded to the latest firmware and are therefore incompatible with the newer Allen Bradley programming software. Three replacement Allen Bradley CompactLogix CPU processors are required in order to utilize the latest programming software from Allen Bradley, which will assure us of maximum compatibility with the newest hardware going forward. This proposal does not include reprogramming of the plc that controls the Aerzen blowers.

In the blower building at the WWTP, there is a control panel that contains an obsolete GE Rx3i PLC and I/O. This panel was not identified in the pre-engineering survey due to its location and limited functionality. This PLC and all of the I/O will need to be replaced, in order for the system to function properly.

The below items are furnished and installed by In Control. PLC and SCADA Programming is included and will be tested prior to start up. Drawings will be provided upon completion.

PROPOSAL:

Item 1 - Replacement of existing ControlLogix CPU Processors

The below items are furnished and installed by In Control.

- A. (2) Allen Bradley CompactLogix Processor
- B. (2) Allen Bradley CompactLogix Power terminal RTB Kit
- C. (2) Cat5 Ethernet Patch Cable

Item 2 - Replacement of existing GE RX3i PLC and Equipment

The below items are furnished and installed by In Control.

- A. (1) Allen Bradley CompactLogix AENTR Ethernet IO Adaptor
- B. (1) Allen Bradley CompactLogix Power Supply
- C. (1) Allen Bradley CompactLogix IO End Cap Right
- D. (3) Allen Bradley CompactLogix 16 Channel Discrete Output Module
- E. (5) Allen Bradley CompactLogix 16 Channel Discrete Input Module
- F. (1) Allen Bradley CompactLogix IO End Cap Left
- G. (1) Phoenix Contact 24VDC 100W Power Supply
- H. (1) Schneider Electric Surge Arrestor
- I. (1) CyberPower Intelligent LCD, Line Interactive, Uninterruptible Power Supply (UPS)
- J. (1) Aluminum Plate to cover old OIT Cutout

Item 3 - Headworks and Digester Buildings

The below items are furnished and installed by In Control.

- A. (2) CyberPower Smart App Online, Double Conversion Uninterruptible Power Supply (UPS)

Item 4 - On-Site Services

In Control will work with the WWTP operations to perform these changes. In addition to other services specified, a programmer/instrumentation engineer or technician will perform startup and commissioning of the PLCs and SCADA system. We have included 40 hours of on-site time and expenses to complete this work. If additional trips or time on-site are required, it will be billed at our Time & Material rates.

The change for these PLC modifications has a net project increase of \$52,752.

ACTIONS:

Please approve this Change Proposal. Once approved we will schedule the work associated for these PLC modifications.

Should there be any questions regarding this Change Proposal, please contact either of us at your convenience.

Best Regards,

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

Steve Petry
Project Manager
Mobile: 406.702.3678
Office: 763.783.9500
E-Mail: steve.petry@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: QP24071902-02

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.

This proposal is additional work and equipment for the WWTP PLC Upgrade Project being done by InControl inc. at the City of Laurel Wastewater Treatment Plant. By doing this work order proposal **now** there will be a cost savings for the City, than doing it a later date.

Item 1- Replacing the Existing Allen Bradley CPUs due to the hardware not being able to be upgraded to latest firmware and not being able run the newest Allen Bradley software. This may lead to the software and the network being less secure because it wouldn't be able to be updated to the latest firmware to fix software bugs. By upgrading to new Allen Bradley CPUs, they would be compatible with the latest software, ensuring that a reliable, secure, cohesive program and network **for many years to come.**

By doing this CPU upgrade now it would be a cost savings in labor in programming because, InControl inc. is already tasked with reprogramming the existing Allen Bradley PLCs. If an existing Allen Bradley CPU fails in years to come (after InControl has completed the project) and needs replacement with a new Allen Bradley CPU there will be labor cost to reprogram that entire PLC using newer software.

Also, the existing CPUs are no longer being manufactured, thus if an existing CPU fails and needs replacement, any new old stock will be at a premium.

Item 2- Blower Building GE PLC was put into service in the 90's. At some point this aging GE PLC **will fail.**

This obsolete GE PLC has no new components being produced, if it breaks down and needs replacement, we will have to find used parts at high premium (and that's if you can).

It's becoming more difficult finding someone to do programing work on obsolete GE PLCs, due to the age of it and not being the industry standard.

If this GE PLC not replaced at this time and replaced at a later date, the labor cost will much higher than the 40 additional hours of labor that InControl is asking for in this proposal, due to more labor hours for reprogramming the components like the SCADA (office control room computer) and the network in order to work with the new Rockwell I/O modules that would be replacing GE PLC. By replacing it now, the labor cost are much lower than doing it later. Because InControl is already tasked with programing the new PLCs and the new SCADA (office control room computer) that are being installed and reprogramming existing Allen Bradley PLCs at the WWTP all with the goal of having one cohesive program and network.

Replacing the GE PLC now with the new Rockwell I/O modules would be a cost savings in the long run.

Also, by replacing this GE PLC, InControl will have wire location drawings of this PLC cabinet, which we currently do not have with the old GE PLC.

Item 3- Is installing and wiring up battery backups on the new headwork and digester building PLCs. They currently do not have battery backups. This would ensure during any power outage or power surge that the PLCs are protected and fully functional.

Item 4- The 40 additional hours of labor that InControl is asking for in this proposal is for On-Site services to complete the above work. (cabinet PLC drawing, removal of old PLC hardware, installation of new PLC hardware, and programming). Which is much less than what it would be if this work is done at a later date.

PLC stands for programmable logic controller, which is a type of industrial computer that controls and monitors many different kinds of equipment based on custom programming

SCADA stands for Supervisory Control and Data Acquisition. It's a computerized system that collects and analyzes data in real-time to monitor and control industrial equipment and processes. SCADA systems are made up of software and hardware components that allow users to gather data from devices remotely or on-site.