



City of Muscatine



AGENDA ITEM SUMMARY

DATE 08/19/21

STAFF

Jon Koch-Director WRRF

SUBJECT

Emergency Computer Software Purchase

EXECUTIVE SUMMARY

The Water and Resource Recovery Facility is requesting emergency funding to replace the software system for the computer controls of plant operations. This was planned to be requested in the 2022/2023 budget but two of the system computers have failed triggering the need to purchase now. The cost for the purchase is for \$155,000.00 from Primex, the City's contracted plant controls vendor. \$68,000.00 was approved in the current budget for computers and servers leaving \$87,000.00 needed from the Water Pollution Control fund balance for the software and programming costs.

STAFF RECOMMENDATION

Staff recommends issuing a purchase order to Primex for \$155,000.00 for computers, servers, software, programming and installation for a new SCADA control system at the facility.

BACKGROUND/DISCUSSION

Staff budgeted for computer and server replacement at the WRRF for our SCADA system during the last budget period. The SCADA system monitors the plant and lift stations from the operations center where it can send alarms to phones for on-call staff. We had a critical failure of two computers this year (power surges possibly) and are now looking at the need to replace the entire program for the updated version. These Window 7 computers can no longer be upgraded with the new SCADA platform from Wonderware and new Windows 10 computers cannot run the current platform. We had budgeted \$68,000.00 for the computer and server replacements in the 2020/2021 budget. Those funds were requested to be carried forward to the 2021-2022 budget but now with programming and new software purchases the price is \$155,000.00. This is vendor specific as we have a contract with Primex to maintain our computer programs and SCADA software at the plant and in 21 lift stations. Primex has stated that in the last year the old system became obsolete and anything new needs the updated software.

Without the upgrade we are sitting with five Windows 7 computers that have very little support. We have sent three of them to Primex in Minneapolis to get them running temporarily so that we can have access to the program. Two have come back and would not support

running the system. While the remaining computers are still running the program, they are in the out buildings and are not able to be moved to the Ops Center as they appear to be secondary systems that cannot be run as control computers. Currently we are down to one computer in the operations center that is functioning. We are receiving alarms and will be able to maintain the plant without 24/7 staffing but this is not a long-term fix for a robust system that monitors all aspects of operation. Without new programming and computers, we will only get alarms for critical systems but will not receive all alarms as they occur.

We knew of this potential and are confident that this will not affect treatment in any way and have prepared for this possibility. Plant staff are more than capable of handling this emergency and will be able to keep everything going but we do need to move on getting this taken care of quickly as it will take several months to get these purchased, programmed and up and running.

CITY FINANCIAL IMPACT

This will take \$87,000.00 from the Water Pollution Control fund balance.

ATTACHMENTS

Primex quote

Name	Customer	Proposal#	Due/Bid Da
Muscatine, IA WWTP Complete System Wonderware Upgrade	Muscatine, IA - WWTP	20202327	5/24/2021, 12
Scope			

Our proposal references the customer correspondence to replace the SCADA system with a new system on the latest Wonderware platform.

With the updating of the servers, it triggered the need to move to a new operating system and the latest Wonderware. In addition all client PC's will need to be upgraded to the new operating system and latest version of Wonderware as well.

Our general solution is to provide new SCADA servers and client PC's and transfer the SCADA screens latest Wonderware platform. Our engineers will furnish as-installed documentation and turn over to you end of the project. We will include one service trip for the SCADA system startup.

Removal and disposal of existing equipment is provided by others.

BILL OF MATERIAL

1. SCADA System

1. Hardware

- Qty 3 Dell PowerEdge R740 Fully Configurable
- Qty 3 Dell Precision 3431 Small Form Factor - Build Your Own
- Software provided on the servers:
- Server 1
- Keeware license for the Manufacturing suite (100+ protocols including the 2 needed)
- Win-911 Upgrade
- Win-911/Advanced
- WIN-911/PV/ENU
- WIN-911/IPPBX (x2 for server 1 and server 2)
- Win-911 Cell modem WIN-911/RV50X
- WIN-911/Advanced-HB (For Server 2)
- Server 2
- Keeware license for the Manufacturing suite

Win-911

Server 3

Domain Server

SQL Will not be provided as it appears to unused.

Existing server KVM, rack, and equipment will be reused

1. **1. Wonderware Software**

DevStd-04-U-20

Upg, AVEVA Development Studio 2020 Unlimited,
Unlim/60K/500Includes activated license as well as .lic les to provide
backward version compatibility

SN 420630, 420895

InTch-06-U-20

Upg, AVEVA InTouch HMI 2020 Workstation 60K Tag with I/O

SN 578326, 578327, 581294, 581295

InTch-10-U-20

Upg, AVEVA InTouch HMI 2020 Workstation 60K Tag no I/O

SN 1168530, 1168531, 1168532

10-7001

Wonderware Customer FIRST Support, Standard+ Level Agreement
ID: New

Agreement Effective Date Range:

Expires one year from date of purchase

1. **Services**

1. Engineering
2. Programming
3. Drafting
4. Documentation
5. Startup and Commissioning - One trip
6. Warranty - one year
7. Freight (FOB Shipping Point)

Items specifically not included in this proposal

1. SQL Software
2. Disposal of existing equipment

3. Sales or use tax
4. Installation of equipment and job site labor other than as specified
5. Removal and disposal of existing equipment.
6. Receiving and storage of equipment on the job site
7. Installation materials, brackets, wire, clamps, piping, junction boxes, etc., not specifically described in material list
8. Performance, payment or equipment bond of any kind
9. Installation of any instruments
10. Mounting of any control panels or hardware
11. Mounting stands, brackets, channel strut or field assemblies of any kind.
12. Permits or Bonding
13. Fiber optic cable, connectors, patch panels, termination and/or testing
14. Electrical testing services

Proposal Amount \$ 155,000.00 USD

Freight Terms: FOB Origin, Freight Prepaid and Add

Respectfully submitted by,



Robert Zaun
Business Development Manager
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Standard Terms and Conditions

Controlling Provisions: The terms and conditions and supplemental exhibits contained herein (the "Terms and Conditions") shall supersede any provisions, terms, and conditions contained on any purchase order or other written form any direct buyer ("Buyer") may use or provide (whether received by S.J. Electro Systems, Inc. or any of its subsidiaries or affiliates (collectively, "SJE") prior or subsequent to the date hereof), and the rights of the parties shall be governed exclusively by the Terms and Conditions as described herein. SJE sells certain services, products, replacement parts and related software (collectively, the "Goods"). The purchase of the Goods is governed by the Terms and Conditions. Any communication by Buyer to SJE to purchase Goods will be treated by SJE as a request to purchase the Goods. The response, however communicated, will be understood by all parties as an agreement by SJE to sell to Buyer the requested Goods pursuant to the Terms and Conditions. SJE specifically opposes any terms or conditions that are in addition to or different from the Terms and Conditions, unless specifically agreed to in each instance in writing by SJE.

Quotations, Acceptance, and Agreements: Any quotation is a good faith estimate. Acceptance of a quotation, whether by a separate purchase order or by other means, shall constitute an acknowledgement and approval of the quotation as written and an acceptance of the Terms and Conditions. Written quotations which have not been finalized by a binding purchase order shall expire on the date specified in the quotation or, in the absence of such specification, thirty (30) calendar days from the date issued. SJE may revise or withdraw a quotation at any time prior to the finalization of a binding purchase order.

Per company policy, a separate written agreement signed by both parties or a purchase order accepted and acknowledged by SJE is required to form any legally binding agreement.

Intellectual Property: All devices, patents, designs (including drawings, plans and specifications), software existing or to be developed, estimates, prices, notes, memos, summaries, electronic data and other documents or information prepared or disclosed by SJE shall remain the sole intellectual property of SJE. Following acceptance and final payment, SJE shall grant to Buyer a non-transferable, non-exclusive license for use and sale of the Goods.

Credit Approval: The credit terms granted on each order are subject to SJE's continuing approval of Buyer's credit. SJE may withdraw the extension of credit and require modified payment terms if, in SJE's sole judgment, Buyer's credit or financial standing is impaired such that SJE in good faith deems payment insecure.

Prices and Taxes: All prices are FOB shipping point, unless otherwise stated or referenced in attached exhibits. All prices are subject to any commercially reasonable additions that may be necessary to cover any duties, taxes or charges. All prices are in U.S. Dollars. Prices may be subject to change without notice.

Shipping Policy: Shipping and handling charges cover the transportation of the Goods from SJE's warehouse to Buyer, unless otherwise specified. Standard shipping rates are assessed upon placement of order. SJE uses many methods of shipment including UPS shipping services but reserves the right to substitute carriers without notice. UPS next-day air, UPS second-day air, UPS three-day ground, UPS Express and UPS Expedited are services available to Buyer for expediting orders. Expedited orders will be shipped based on the method Buyer selects. These services may not be available for shipment into all countries.

Shipping weights listed on website are estimates only. The actual shipping weights may vary.

Title, Risk of Loss, Inspection of Equipment: Title and risk of loss to the Goods shall pass to Buyer upon delivery of the Goods to the respective delivery carrier. Buyer shall immediately inspect the Goods upon receipt and any damage must be noted on the delivery carrier's bill of lading at time of receipt. SJE is not liable for any damages caused by shipping. SJE is not liable for any shortages or nonconformance unless notified by Buyer within two (2) business days of Buyer's receipt of the Goods.

Operations/Maintenance Manuals: Installation, maintenance and operation manuals will be furnished to Buyer in the number of copies specified at the time of quotation or order. Additional copies subject to charges as outlined in attached exhibits.

Installation and Use: Buyer will be solely responsible for the proper application, installation and service of the Goods. Installation instructions are supplied by SJE and must be followed.

Payment: Buyer shall pay SJE the full purchase price as set forth in the respective order between SJE and Buyer. Unless otherwise agreed to in writing between SJE and Buyer, freight, storage, insurance, taxes, duties, and any governmental charges relating to the Goods shall be paid by Buyer. If SJE is required to pay any such charges, Buyer shall immediately reimburse SJE upon notice from SJE of same. All payments are due within approved credit terms. Buyer may be charged the lower of 1.5% interest per month or the maximum legal rate on all amounts not received by the due date described therein.

Security Interest: SJE shall retain a security interest in the Goods until the full purchase price has been paid. Buyer's failure to pay any amounts due, including interest, shall give SJE the right to possession and removal of the Goods after providing ten (10) days written notice to Buyer. SJE's taking of such possession shall be without prejudice to any other remedies SJE may have.

Changes, Cancellations, Returns: All changes, cancellations, or returns must have SJE prior written approval and are conditional on compliance with manufacturer's cancellation/return policies and subject to restocking fees and service charges. Authorized returns must be packaged and shipped prepaid to SJE.

Return Policy: SJE will only accept Goods returned within one (1) year from the date of manufacture, un-used, and current production models. Returned Material Authorization ("RMA") numbers must be assigned to any Goods Buyer wishes to return for credit. To obtain an RMA, Buyer must contact SJE's Service Center at 218-847-1317 or toll free at 888-342-5753. Buyer is responsible for payment of return shipping fees unless such returned Goods result from an SJE order processing error. Upon return, SJE shall reimburse Buyer for the return freight resulting from the return of Goods due to such SJE order processing error. In the event of any return in compliance with this paragraph, SJE will provide Buyer credit for the returned Goods and work to reship correct Goods to Buyer. SJE reserves the right to refuse acceptance of returned Goods after inspection.

Notwithstanding the foregoing (and so long as the return is not due to an order processing error of SJE), a restocking fee shall be charged to Buyer for returned Goods as outlined in the attached Exhibits.

Force Majeure: SJE shall not be liable or responsible to Buyer, nor be deemed to have defaulted under or breached any agreement with Buyer, for any failure or delay in fulfilling or performing any term of any agreement with Buyer, when and to the extent such failure or delay is caused by or results (directly or indirectly) from acts beyond SJE's reasonable control, including, without limitation: (a) acts of God; (b) flood, fire, earthquake or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order or law; (e) actions, embargoes or blockades in effect on or after the date of any subject agreement between SJE and Buyer; (f) action by any governmental authority; (g) national or regional emergency; (h) strikes, labor stoppages or slowdowns or other industrial services; or (i) any other cause beyond the reasonable control of SJE.

Indemnification and Default: In addition to all other amounts due hereunder, Buyer shall reimburse SJE in full for all collection costs or charges, including reasonable attorney fees, which SJE may incur in the collection of any past due amounts from Buyer, including applicable interest on overdue accounts. If Buyer is in default under this or any other agreement with SJE, SJE may defer performance hereunder until such default is resolved. SJE shall have no obligation to provide factory startup assistance or factory training (when requested) until all invoices (including retentions) for equipment have been paid in full. Furthermore, SJE shall have no liability to Buyer to the extent Buyer damages, or any damages are suffered by, or claims are made against Buyer as a result of Buyer's negligence, willful misconduct, misrepresentation of any Goods, or failure to utilize the Goods properly.

Warranty and Liability: During the warranty period, Buyer's exclusive remedy will be either repair or replacement, at the sole discretion of SJE and subject to the Terms and Conditions of any component which proves to be defective due to defective materials or workmanship of SJE.

SJE DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE, AND SJE SHALL NOT, IN ANY MATTER, BE LIABLE FOR ANY SPECIAL, INDIRECT, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING LIQUIDATED DAMAGES, OR PENALTIES THAT RESULT FROM A BREACH OF CONTRACT, BREACH OF WARRANTY (EXPRESS OR IMPLIED), STRICT LIABILITY, PRODUCT LIABILITY OR OTHERWISE. IN NO EVENT SHALL SJE'S LIABILITY TO BUYER OR ANY OTHER PARTY EXCEED THE LESSER OF (i) THE COST OF REMEDIATING ANY DEFECT OR DEFICIENCY IN THE PERFORMANCE OF SJE HEREUNDER OR (ii) THE PURCHASE PRICE OF THE GOODS IN RESPECT OF WHICH THE CLAIM IS MADE.

ANY ELECTRICAL WIRING AND SERVICING OF THE GOODS MUST BE PERFORMED BY A LICENSED ELECTRICIAN. WARRANTY CLAIMS FOR GOODS WHICH WERE AT ANY TIME WIRED OR SERVICED BY ANYONE OTHER THAN A LICENSED ELECTRICIAN SHALL NOT BE HONORED IN WHOLE OR PART BY SJE.

Furthermore, this warranty shall not apply to: (a) damage due to any weather-related or other conditions beyond the control of SJE; (b) defects or malfunctions resulting from the Goods not installed, operated, or maintained in accordance with instructions provided, applicable local codes, ordinances, or accepted trade practices; (c) failures resulting from abuse, misuse, accident, or negligence; or (d) Goods repaired and/or modified without prior written authorization from SJE.

Some states do not allow limitations on implied warranty duration, as such, this limitation may not apply to Buyer. Some states do not allow the exclusion or limitation of incidental or consequential damages, as such, these limitations or exclusions may not apply to Buyer. The above-described warranty gives Buyer specific legal rights, and Buyer may also have other rights which vary from state to state.

TO OBTAIN WARRANTY SERVICE: Buyer shall assume all responsibility and expense for removal, reinstallation, and freight associated with any warranty service. Any Goods to be repaired or replaced under this warranty must be returned to SJE, or such place as designated by SJE. Buyer can contact SJE Service Center at 218-847-1317 or toll free at 888-342-5753 for an RMA on any Goods being submitted for a warranty claim.

Applicable Law and Forum: Any disputes between Buyer and SJE shall be venued in Becker County District Court in the State of Minnesota. Buyer agrees to submit to such jurisdiction and agrees that the dispute shall be governed by and construed in accordance with the laws of the State of Minnesota without giving effect to any choice or conflict of law provision or rule.

Exhibit - PRIMEX

PRIMEX is a trademark in the SJE family of products.:

Submittal Drawings: Submittal of drawings for approval, if required, will be made after receipt of complete information from Buyer. The quantity of the submittal drawing sets will be specified in the purchase order or contract documents. Complex submittal packages will be subject to a documentation upgrade fee. Buyer must return to PRIMEX two (2) final approved drawing sets; such return shall constitute notice to PRIMEX of final acceptance of Buyer of such drawing sets and binding indication to PRIMEX to proceed with manufacturing. If Buyer's order is conditioned upon "engineer approval", Buyer must also provide written notification of such approval to PRIMEX with such drawing sets in the form required pursuant to the submittal. If an order is cancelled after a submittal has been provided, the order will be subject to a cancellation fee.

Prices and Taxes: Non-project or replacement parts are shipped pre-paid and added to any service-related invoices. Prices do not include sales, excise, municipal, state, or any other governmental taxes. Buyer shall be responsible for payment of all taxes.

Operations/Maintenance Manuals: Buyer's installation, maintenance and operation manuals will be furnished in the number of copies specified at the time of quotation or order with additional copies at \$300.00 each.

Warranty and Liability: Such warranties typically do not cover force majeure or Acts of God. All warranties shall be immediately voided if any party other than a PRIMEX employee or authorized representative makes any changes, additions, deletions, or adjustments to the Goods, software or computers provided by PRIMEX.

PRIMEX shall not be liable for any damages, charges for labor, or expenses incurred in making repairs or adjustments to the Goods without prior written approval of PRIMEX. PRIMEX shall not be liable for any damages, charges or expenses sustained in the adaptation or use of the engineering data or service by Buyer or any third party. PRIMEX shall not be liable for start-up or any other field work performed by personnel other than an employee or authorized representatives of PRIMEX, unless expressly approved in writing in advance by PRIMEX.

Warranty and Liability: Two-Year Limited Warranty Policy

Effective for the Goods manufactured after June 1, 2019. PRIMEX warrants to Buyer that the Goods shall be free of manufacturing defects for two (2) years from product shipment unless otherwise specified in writing. The two-year warranty does not apply to:

- Motor start kit components. PRIMEX provides a limited warranty on motor start kit components supplied by PRIMEX for one (1) year. PRIMEX makes no warranties of any type with respect to motor start kits supplied by Buyer.
- Pressure transducer products. PRIMEX provides a limited warranty for one (1) year.
- Any software or related services provided in conjunction with the Goods, all of which are subject to the terms and conditions set forth in the applicable end user license agreement.