



PROPOSAL # QM20110501-01

To: Vergas, MN

Date: 11/6/2020

From: Jeff Iverson

Valid: 45 days

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Attn: Mike Dufrene - Utilities Superintendent

Re: WTP Control Panel Improvements

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 a phone conversation with Mike Dufrene and Kurt Haakinson (MRWA). The existing control hardware at the WTP was originally installed in 1993. The Programmable Logic Controller (PLC) or “brains” of the system became obsolete about 15 years ago and is no longer available for purchase. Control setpoints are manipulated by the use of thumbwheel switches and over time have become problematic. We propose to replace the existing PLC and thumbwheel switches with a new PLC and Touchscreen operator interface terminal. The new control hardware will allow personnel to monitor and control all equipment in the WTP. We have also included an option that will allow personnel to remotely monitor and control the new operator interface terminal using a smartphone, iPhone, tablet, etc. The remote access option also will allow In Control technicians to remotely connect to the control system for troubleshooting purposes or future modifications without being on-site.

Materials and Services Proposed

Item 1 - WTP Control Panel Hardware Replacement

- A. Allen-Bradley MicroLogix 1400 Programmable Logic Controller (replace existing obsolete PLC)
 - 1. One Backup memory module
 - 2. One 8-channel relay output module
 - 3. One 4-channel analog input module
 - 4. 5 Port Ethernet switch and Ethernet cables
- B. 7” Maple Systems Operator Interface Terminal
 - 1. Color touchscreen
 - 2. Custom aluminum mounting plate
- C. 4 Channel Alarm Dialer (Analog telephone line is the responsibility of the City)
- D. End-of-life Component Replacement
 - 1. Control power surge protector
 - 2. DC Power Supply
 - 3. Quantity 16 3PDT Relays
 - 4. Quantity 1 Timer Relay



In Control, Inc.
10350 Jamestown Street NE
Blaine, MN 55449
Phone: (763) 783-9500

Item 2 - PLC and OIT Programming

In Control will completely re-write the existing control sequence programming to operate with the new control hardware. Instead of using thumbwheel switches for setpoint entry the new OIT will have screens developed to allow entry of all setpoints.

Item 3 - On-site Startup and Commissioning

Included in this proposal is two days on-site to install new components and start up to ensure functionality.

Item 4 - Warranty

- A. Standard In Control Terms and Conditions apply, no exceptions/exclusions. The warranty from In Control will be in force for eighteen (18) months after shipment or twelve (12) months from startup.

Item 5 - Non-Disclosure Agreement

- A. All information contained in this document is considered privileged and confidential and is for the sole use by the designated entity/recipient and final Owner. Any disclosure, copying, distribution or other use is strictly prohibited without prior authorization by In Control. Upon the receipt and review of this document the intended entity/recipient is automatically accepting this mutual agreement.
- B. System specifications, locations and access information shall be kept confidential to prevent unauthorized access indefinitely.



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The price for all items above is \$18,957.00 USD net total excluding sales and use taxes. Freight is included, FOB shipping point. Submittal and Equipment delivery dates will be scheduled to meet project substantial completion date or project milestones when stated.

Remote Access Option

In Control will furnish and configure a hardware firewall that will allow personnel to remotely access all the functionality of the new OIT using a smartphone, tablet, or personal computer. Internet access to the hardware firewall is the responsibility of the City. The hardware firewall will also allow In Control technicians the ability to troubleshoot the control system and make modifications remotely without the need for a service trips.

The price for Remote Access Option above is \$1,820.00 USD net total excluding sales and use taxes. Freight is included, FOB shipping point.

NOTICE: Due to the current global pandemic and impacts to supply chain, project delays may occur outside of our control.

Our proposal specifically excludes the following:

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

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

Respectfully,

Jeff Iverson

In Control | Sales & Consulting

Office: (763) 783-9500 Ext. 3001

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JSilver@in-ctrl.com

Bob Dietrich

In Control | Inside Sales

Office: (763) 783-9500 Ext. 2004

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BWDiet@in-ctrl.com

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

Signature: _____

Purchase Order: _____

Print Name: _____

Date: _____

Title: _____ Proposal Number: **QM20110501-01**



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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 thirty (30) days of Order receipt. Acceptance will be based on 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, discussions and dealings and may not be modified or rescinded except by a writing signed by both Purchaser and IN CONTROL.
2. **TERMINATION** – If the Purchaser chooses to terminate this Order, the Purchaser will pay to IN CONTROL reasonable and proper cancellation charges, which may include a reasonable and customary profit only on Goods and Services accepted to date of receipt of the notice of cancellation.
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 obtained in any such action or proceeding.
4. **COUNTERPARTS** - This Order may be executed in any number of counterparts, and each such counterpart will be deemed to be an original instrument.
5. **INDEMNIFICATION** - Purchaser will indemnify IN CONTROL and its customers and hold them harmless 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 furnished by Seller 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.
6. **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, but not limited to, 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.
7. **LIQUIDATED DAMAGES** – Unless otherwise agreed to in writing between the Purchaser and IN CONTROL, IN CONTROL will not accept liquidated damages.
8. **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.
9. **PAYMENT TERMS** - The payment terms are net thirty (30) days after invoice date. If an invoice dispute arises, the Purchaser will notify IN CONTROL within ten (10) days of receipt of invoice. The undisputed amount of the invoice will be paid within the payment terms. All reasonable attempts will be made between both parties to resolve the disputed portions of the invoice within the payment terms.
10. **REMEDIES** - Remedies herein reserved to IN CONTROL will be cumulative, and in addition to any other or further remedies provided in law or equity.
11. **TRANSPORTATION** - Unless otherwise specified, all deliveries from IN CONTROL will be F.O.B. factory, freight prepaid.
12. **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, drawings, or samples and are suitable for their intended purpose(s). The warranty from IN CONTROL will be in force for eighteen (18) months after shipment or twelve (12) months from startup, whichever is shorter. IN CONTROL reserves the right to terminate warranty should the Purchaser's account be in arrears.