



B&W Control Systems Integration

8678 Ridgefield Road · Crystal Lake, IL 60012

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Mr. Doug Medland
Utility Supervisor
Village of Orland Park
15655 Ravinia Avenue
Orland Park, IL 60462

September 7, 2012

***Subject: SCADA Server Upgrade - 2012
BWCSI Job Number 110888.50 - Rev 2***

Dear Mr. Medland:

Your existing SCADA server and client computers are over five years old and approaching the end of their serviceable life. This project will replace the existing SCADA server, two client computers, and upgrade the SCADA software to the most recent version. In addition, a terminal server will be included to allow concurrent remote access from the LAN or by using a VPN connection. BWCSI will provide only the hardware/software detailed below, while the Village will provide all other hardware/software, including the servers, desktop computers and network rack equipment.

Scope of Services

Hardware/Software

- Provide GE iFIX SCADA software license upgrades, consisting of the following:
 - One (1) iFIX Plus Developer – Unlimited Tag
 - Two (2) iFIX iClient Runtime (thick clients)
 - One (1) iFIX Terminal Server Base license.
 - Three (3) Additional iClient Terminal Server (thin clients)
 - One (1) IGS Driver (replaces existing GE9 and MBE drivers)
- Provide upgraded license of SyTech XLReporter.
- Provide Cisco ASA5505 security appliance.

Labor

Project Management

- Plan, schedule, and coordinate the activities that must be performed to complete the project.



System Configuration and Development

- Configure base operating system on SCADA server, terminal server and client computers. Patch and update with most recent stable, compatible available updates.
- Configure the security appliance to provide separation between the SCADA PLC network and administration network.
- Install the most recent version of the iFIX SCADA software and I/O driver and migrate the existing application to the new version for the SCADA server and clients.
- Provide navigation on iFIX to the native alarm log file on the server to allow the Village to abandon the existing alarm dot matrix printer.
- Install the most recent version of SyTech XLReporter reporting software and migrate the existing application to the new version.
- Provide changes to the existing alarm notification system as required to work with the new system.

Fee

Our fee for the above Scope is a lump sum of \$38,240.

This fee is valid for 90 days from the date of this proposal.

Terms & Conditions

Refer to attached Standard Terms & Conditions document.



Acceptance

If this proposal is acceptable, please sign one copy and return to us. Feel free to contact me if you have any questions.

Very truly yours,

B&W CONTROL SYSTEMS
INTEGRATION, LLC

Michael D. Klein, PE
Operations Manager
MDK

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AUTHORIZATION BY

Signature/Date: _____

Printed Name and Title: _____

*Above signature implies acceptance of the attached **STANDARD TERMS & CONDITIONS, Rev 2.***



Standard Terms and Conditions

(REV 2)

1. The submitted proposal and these Standard Terms & Conditions constitute and are herein referred to as the Agreement.
2. B&W Control Systems Integration, LLC is herein referred to as BWCSI, and the party with whom BWCSI is entering into this Agreement with is herein referred to as OWNER.
3. BWCSI may submit requests for periodic progress payments for services rendered. Payments shall be due and owing by the OWNER upon receipt of BWCSI's invoice for services. Payments to BWCSI after (60) consecutive calendar days from the date of BWCSI's invoice for services shall include an additional late payment charge computed at an annual rate of twelve percent (12%) from date of BWCSI's invoice; and BWCSI may, after giving seven (7) days written notice to the OWNER, suspend services under this Agreement until BWCSI has been paid in full all amounts due for services, expenses, and late payment charges.
4. This Agreement may be terminated, in whole or in part, by either party if the other party substantially fails to fulfill its obligations under this Agreement through no fault of the terminating party; or the OWNER may terminate this Agreement, in whole or in part, for its convenience. However, no such termination may be effected unless the terminating party gives the other party: (1) not less than ten (10) calendar days written notice by certified mail of intent to terminate, and (2) an opportunity for a meeting with the terminating party before termination. If this Agreement is terminated by either party, BWCSI shall be paid for services performed to the effective date of termination, including reimbursable expenses. In the event of contract termination, the OWNER shall receive reproducible copies of Drawings, Custom Developed Applications and other documents completed by BWCSI.
5. BWCSI agrees to hold harmless and indemnify the OWNER and each of its officers, agents and employees from any and all liability claims, losses, or damages, to the extent that such claims, losses, or damages are caused by BWCSI's negligence in the performance of the services under this Agreement, but not including liability that may be due to the sole negligence of the OWNER or other consultants, contractors or subcontractors working for the OWNER, or their officers, agents and employees. In the event claims, losses, or damages are caused by the joint or concurrent negligence of BWCSI and the OWNER they shall be borne by each party in proportion to its negligence.
6. The OWNER acknowledges that BWCSI is a Limited Liability Company and not a Professional Service Corporation, and further acknowledges that the corporate entity, as the party to this contract, expressly avoids contracting for individual responsibility of its officers, directors, or employees.
7. The OWNER and BWCSI agree that any claim made by either party arising out of any act of the other party, or any officer, director, or employee of the other party in the execution or performance of the Agreement, shall be made solely against the other party and not individually or jointly against such officer, director, or employees.
8. For the duration of the project, BWCSI shall procure and maintain insurance for protection from claims under worker's compensation acts, claims for damages because of bodily injury including personal injury, sickness or disease or death of any and all employees or of any person other than such employees, and from claims or damages because of injury to or destruction of property including loss of use resulting therefrom, alleged to arise from BWCSI's negligence in the performance of services under this Agreement. The OWNER shall be named as an additional insured on BWCSI's general liability insurance policy. The limits of liability for the insurance required by this Subsection are as follows:

Workers Compensation:	Statutory Limits	Excess Umbrella Liability:	\$5,000,000 per claim and aggregate
General Liability:	\$1,000,000 per claim \$2,000,000 aggregate	Professional Liability:	\$5,000,000 per claim \$5,000,000 aggregate
Automobile Liability:	\$1,000,000 combined single limit		
9. Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, the total liability, in the aggregate, of BWCSI and their officers, directors, employees, agents, and any of them, to the OWNER and anyone claiming by, through or under the OWNER, for any and all claims, losses, costs or damages whatsoever arising out of, resulting from or in any way related to the project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability or breach of contract or warranty expressed or implied of BWCSI or their officers, directors, employees, agents or any of them, hereafter referred to as the "OWNER's Claims", shall not exceed the total insurance proceeds available to pay on behalf of or to BWCSI by their insurers in settlement or satisfaction of OWNER's Claims under the terms and conditions of BWCSI's insurance policies applicable thereto, including all covered payments made by those insurers for fees, costs and expenses of investigation, claims adjustment, defense and appeal.
10. BWCSI is responsible for the quality, technical accuracy, timely completion, and coordination of all Designs, Drawings, Custom Developed Applications and other services furnished or required under this Agreement, and shall endeavor to perform such services with the same skill and judgment which can be reasonably expected from similarly situated professionals.
11. The OWNER may, at any time, by written order, make changes within the general scope of this Agreement in the services to be performed by BWCSI. If such changes cause an increase or decrease in BWCSI's fee or time required for performance of any services under this Agreement, whether or not changed by any order, an equitable adjustment shall be made and this agreement shall be modified in writing accordingly. No service for which an additional compensation will be charged by BWCSI shall be furnished without the written authorization of the OWNER.
12. All Drawings, Custom Developed Applications, and other documents prepared or furnished by BWCSI pursuant to this Agreement are instruments of service in respect to the project, and BWCSI shall retain the right of reuse of said documents and electronic media by and at the discretion of BWCSI whether or not the project is completed. Electronic copies of BWCSI's documents for information and reference in connection with the use and occupancy of the project by the OWNER and others shall be delivered to and become the property of the OWNER; however, BWCSI's documents are not intended or represented to be suitable for reuse by the OWNER or others on additions or extensions of the project, or on any other project. Any such reuse without verification or adaptation by BWCSI for the specific purpose intended will be at the OWNER's sole risk and without liability or legal exposure to BWCSI, and the OWNER shall indemnify and hold harmless BWCSI from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom.
13. BWCSI will make good any defect due to improper materials or workmanship supplied by BWCSI without expense to the Owner for one (1) year after the OWNER's acceptance of the installation. The warranty covers only defects in material and workmanship on products purchased and fully installed by BWCSI and does not cover defects caused by improper use, abuse, accident, acts-of-God (including but not limited to lightning), alteration, or other conditions beyond BWCSI's control, as determined by BWCSI.
14. Any provision or part thereof of this Agreement held to be void or unenforceable under any law shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the parties. The parties agree that this Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision which comes as close as possible to expressing the intention of the stricken provision.
15. This Agreement contains and embodies the entire and integrated agreement between parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral.