



City of Grand Island

Tuesday, July 13, 2021

Council Session

Item G-5

#2021-158 - Approving Generating Station Distributive Control System Service Agreement

Staff Contact: Tim Luchsinger, Stacy Nonhof

Council Agenda Memo

From: Timothy G. Luchsinger, Utilities Director
Stacy Nonhof, Interim City Attorney

Meeting: July 13, 2021

Subject: Generating Station Distributive Control System Service Agreement

Presenter(s): Timothy G. Luchsinger, Utilities Director

Background

Platte and Burdick Generating Stations have a computer control system which controls the operation of the boiler and gas turbines. The control system must be routinely updated and maintained. Support is needed if this control equipment should have any issues. To maintain reliability and allow for operation of the generation units at Platte Generating Station and Burdick Station, a proposal was received from ABB, Inc., the supplier of the control system. ABB is the only company that can provide this service for it is specific to the control system.

Discussion

The proposal provided by ABB is for a three-year agreement which includes updates to the software, maintenance, and emergency support.

		Three Year Agreement
ABB, Inc.	Houston, Texas	\$200,364.00

Alternatives

It appears that the Council has the following alternatives concerning the issue at hand. The Council may:

1. Move to approve
2. Refer the issue to a Committee
3. Postpone the issue to future date
4. Take no action on the issue presented in this motion

Recommendation

City Administration recommends that the Council award the Distributive Control System Service Agreement to ABB, Inc., of Houston, Texas as the only provider of this service, for a total three-year cost of \$200,364.00.

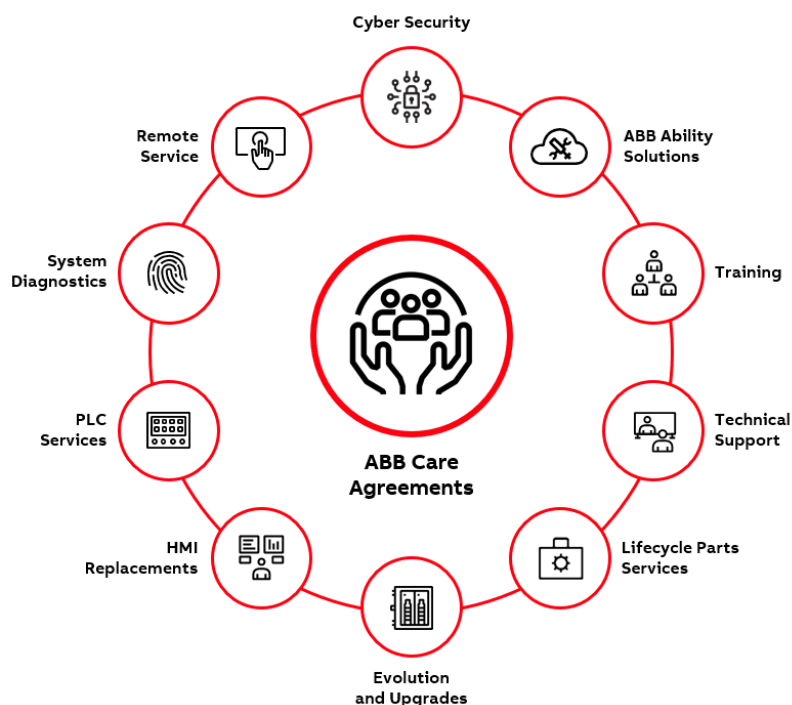
Sample Motion

Move to approve the bid from ABB, Inc., of Houston, Texas for the Distributive Control System Service Agreement in the amount of \$200,364.00.

Let's write the future
Together



Industry Care Select



City of Grand Island
Platte Generating Station
1035 West Wildwood Drive
Grand Island, NE 68802

And

C.W. Burdick Station
800 E. Bischeld Street
Grand Island, NE 68801 USA

Proposal Date: June 21, 2021
Proposal Number: EGR-210308-1 Rev 01
Service Account Manager: Amanda Rodriguez

Confidential. Do not disclose to any 3rd party.

Contents

1	Introduction	4
2	Scope of Work	5
2.1	Contract Management Team	5
2.2	Rapid Response Services	5
2.2.1	Telephone Support.....	5
2.2.2	Online Support.....	6
2.3	Rapid Response Options	6
2.3.1	Optional ABB Ability™ Remote Insights.....	6
2.4	Lifecycle Management Services	8
2.4.1	Sites and Systems Supported.....	8
2.4.2	Software Maintenance	9
2.4.3	Cyber Security Patch Delivery.....	10
2.4.4	Control System Benchmark	10
2.4.5	Control System Spare Parts Audit	11
2.4.6	Onsite Field Service	11
2.4.7	Hardware & Software Discounts.....	11
2.4.8	In-Person Training Classes	12
2.4.9	Loyalty Offers.....	12
3	Commercial Summary	13
3.1	Purchase Order	13
3.2	Invoice Schedule & Payment Terms	14
3.3	Cancellation.....	14
3.4	Terms and Conditions	14
3.4.1	Corona virus (COVID 19) Sales Contract Clause.....	15
3.5	Authorized Users	15
3.6	Travel and Living	15
3.7	Taxes and Duties.....	15
3.8	Proposal Validity	15
3.9	Confidentiality	15
3.10	Change Orders.....	15
3.11	Authorized Service Provider	16



3.12	Publication.....	16
3.13	Non-Solicitation	16
3.14	Use of Remote Insights Software	16
Appendix A – ABB US Service Standard Rate Sheet – 2021.....		17
Appendix B – My Control System Access		19
Appendix C – Optional ABB Ability™ Remote Insights Access		20
Appendix D – Cyber Security Patch Delivery		21
Appendix E – Change Order Form.....		22
Appendix F – Terms and Conditions		23

1 Introduction

Industry Care is a best-in-class service offering designed to increase your plants uptime, extend your plant's life, increase your operational efficacy, and ultimately, provide the means to support all service needs today and the expertise to plan for tomorrow's dynamic changes. With unparalleled knowledge resulting from solutions installed at thousands of facilities around the world, ABB is uniquely qualified to help manage all aspects of your plant, from your primary electrical equipment to your control system and all connected devices.

Industry Care drives value for your plant by providing **rapid response** to issues and questions, including services and technologies that **extend the lifecycle** and **improve the reliability** of your control system, and **improve the operating performance** of your process. The Care contract value can be further enhanced by leveraging the full breadth and depth of ABB capabilities including electrification services, drives services, and ABB Ability™ digital technologies.

It's all about improving *your* business outcomes. From ABB's portfolio of technology and services from field service, tuning services, and spare parts to consulting, optimization, ABB Ability™ digital portfolio, and turnkey services; we support every stage of the plants life cycle and ensure maximum results from your full fleet of assets.

2 Scope of Work

The proposal includes coverage and services for the following City of Grand Island plants:

- C.W. Burdick Station
- Platte Generating Station

2.1 Contract Management Team

Contract management is adjusted to reflect the Scope of Work and also tailored to meet Customer requirements. The ABB contract management team is led by the Regional Operations Manager and includes the Service Coordinator, Business Administrator, Sales Account Manager, with escalation to a Regional Director.

The Contract Team will be responsible for the quality monitoring, reporting and follow up of continuous improvement of Scope of Work. The Contract Team is responsible for execution of the following functions:

- Overall responsible for Scope of Work and single point of contact for Customer's Contract Holder
- Operations of a resource team to meet requirements from Customer and Scope of Work
- Review of available lifecycle information for registered installed base
- Provide information about recommended spare parts

2.2 Rapid Response Services

2.2.1 Telephone Support

City of Grand Island will have access to an **unlimited number** of technical support cases with a **1 hour** response commitment during normal business hours throughout the duration of this contract. Escalation of support cases is made through the ABB Contact Center. Response time is defined as the time from the request has been received and acknowledged by a specialist.

Technical support is available 24/365 with afterhours support limited to cases where the system is down, in danger of going down, or when system performance is significantly off from expected. This support function may be utilized by any employee of the customer using the ABB Systems (excluding contractors, subcontractors, integrators, or any party other than an employee of the purchaser).

ABB Contact Center contact details are:

Email: AutomationSupportLine@us.abb.com

Telephone number: 1-800-HELP-365 (1-800-435-7365)

City of Grand Island Request will include the following information to the ABB Contact Center:

- Customer name
- Name of inquirer
- Name of site
- Type of equipment
- Description of inquiry
- Priority of the inquiry
- Contact details of the inquirer

2.2.2 Online Support

Online support is available through the Premium version of MyABB / My Control System portal.

Through My Control System, you can:

- Check my system licenses / Automation Sentinel status
- See system details pages and system reports
- Have access to subscriptions and software licenses of the installed control system(s)
- Access cyber security related information, recommendations and downloads
- Determine contact information of designated ABB Service organization
- Find My safety reports / My product alerts
- Research available training
- Access security updates and patches, service packs, new control system software versions
- See validation results and downloadable qualified third party security updates form Microsoft / McAfee ePO policies/Symantec definition files
- Find user manuals, data sheets, product updates
- Check the overall status of the process control system health, performance and validated software updates

Online support may be utilized by any employee of the customer using the ABB Systems (excluding contractors, subcontractors, integrators, or any party other than an employee of the purchaser). For each system under contract, City of Grand Island will have up to fifteen (15) users, plus one (1) control system administrator. **City of Grand Island is responsible for completing and returning the form in Appendix B for user access.**

2.3 Rapid Response Options

2.3.1 Optional ABB Ability™ Remote Insights

Under the Industry Care Select contract, ABB will provide **three (3) ABB Ability™ Remote Insights licenses** for use by customer designated users. ABB Ability™ Remote Insights is a collaborative app that improves interaction between remote experts and field personnel by enabling live instruction and guidance that can be overlaid on live video using augmented reality technology. This new solution will simplify maintenance, reduce downtime, increase equipment effectiveness and improve safety. This allows you to expand the technical knowledge of your workforce as your

personnel gain hands-on maintenance experience from ABB's global expert support network. **City of Grand Island is responsible for completing and returning the form in Appendix C for user access.**

- Remote Insights service may be utilized by designated employees of the customer only. Contractors, subcontractors, integrators, or any party other than an employee of the purchaser are excluded from using the licenses supplied herein.
- Supported operating systems: iOS, Android, Windows 10
- Hands-free options through wearable technology (Hololens and Realware Headset) are supported
- ABB shall treat all the materials and information received from the site as confidential client data.
- Cellular/WiFi Service available in areas of plant intended for use with solution.
- Capture of Photo/Video of site equipment permitted as required by Remote Insights session.
- Additional licenses may be purchased at prices listed herein during the term of this contract.

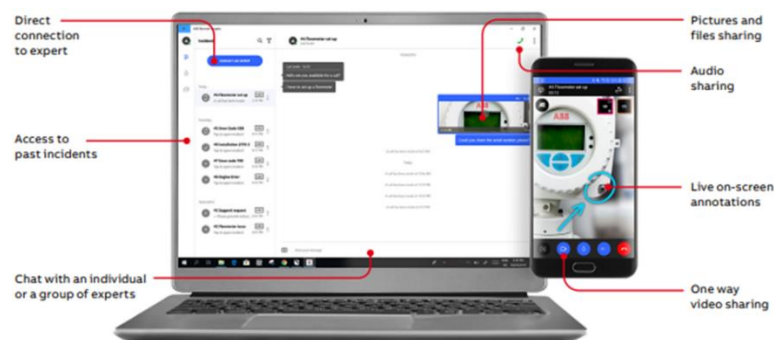


ABB MyLearning has designed a training course for customers to familiarize and utilize the Remote Insights application. The training course T1010E Remote Insights Quick Start Training is an on-demand, virtual class that can be taken any time.

2.4 Lifecycle Management Services

2.4.1 Sites and Systems Supported

The following table(s) outlines the sites and systems covered under this Contract with their corresponding software maintenance level.

City of Grand Island – Platte Generating Station - SID2125

Software Support Level	Maintain+ Level	# of Concurrent Users	16	System Functionality	<input type="checkbox"/> Turbine Analyst <input checked="" type="checkbox"/> History <input checked="" type="checkbox"/> Harm. Gateway
Licenses Included in System Identification					
License #	Product Description			Machine ID	
SL537050910163052	S+ Operations, Primary, v2.1 Client - Included - Yes Client Incl Clients Support - Additional - (13 clients) Real Time Data Server Tag Capacity - 20000 realtime tags Harmony Connect - Yes Harmony/INFI Driver - Yes Office ThinWebClient - (Total of 50 ThinClients) History Server - Yes Report Package (required with History Server) - Yes 4 Historical Logs x1000 - Packs of 1000 API Support - Run Time Alarm Portal - Yes Central Diagnostic - Yes OPC Client - Yes SNMP Scanner - Yes			0039	
SL772070910163052	S+ Operations, Redundant, v2.1 Client - Included - Yes Client Incl Clients Support - Additional - (13 clients) Real Time Data Server Tag Capacity - 20000 realtime tags Harmony/INFI Driver - Yes Harmony Connect - Yes Office ThinWebClient - (Total of 50 ThinClients) History Server - Yes Report Package (required with History Server) - Yes 4 Historical Logs x1000 - Packs of 1000 API Support - Run Time Alarm Portal - Yes Central Diagnostic - Yes (default) OPC Client - Yes SNMP Scanner - Yes			003A	
SL754510602092049	S+ Operations, Redundant, v2.1 Client - Included - Yes Client Incl Clients Support - Additional - (13 clients)			4CD98F382B5F	

	Real Time Data Server Tag Capacity - 20000 realtime tags	
	Harmony/INFI Driver - Yes	
	Harmony Connect - Yes	
	API Support - Run Time	
	Central Diagnostic - Yes (default)	
	OPC Client - Yes	
	SNMP Scanner - Yes	
688415922	S+ Engineering Server, v2.1	78203
688415911	S+ Engineering Server, v2.1	78256
SL748415508082052	IET800, vA.0	00C0C901AA33
SL779415508082052	IET800, vA.0	00C0C901E8AF
SL817133615292095	IET800, vA.0	B89BE4023F92
SL848133615292095	IET800, vA.0	B89BE402E81E
SL151315713274069	Harmony Gateway, v7.0	
SL145132311033026	PNI800, vA.0	B89BE402F395
SL192132311033026	PNI800, vA.0	B89BE40310E8
SL298451415314125	PNI800, vA.0	
SL757374807133016	S+ Engineering for Harmony, v1.3	59166
SL788560002181029	Harmony Gateway, v7.0	
SL960520002181029	Harmony Gateway, v7.0	
SL319204005054064	Harmony Gateway, v6.0	
SL037012413252069	PNI800, vA.0	00C0C902945B
SL068012413252069	PNI800, vA.0	B89BE4045606

2.4.2 Software Maintenance

As part of this contract, City of Grand Island will have access to the **Maintain+** level of software maintenance. Please refer to the subsequent section for details on what systems and components are covered.

Maintain+ level provides access to software or firmware error corrections, performance improvements, and 3rd party compatibility updates for the current software version installed, as well as the availability to upgrade the currently installed software products from one version of the platform to the latest version of the same platform for platforms that are “Active” or “Classic” lifecycle status.

Delivery of software updates will be through the myABB / My Control System portal, or on physical media in certain situations. Flashable firmware updates will be available through this portal as well. Firmware updates delivered on physical media may be purchased for an additional fee.

The software maintenance updates provided by ABB will automatically be subject to the applicable end-user software license agreement. Software corrections for individual issues are not available prior to the release of a periodic software maintenance update. Purchaser may

request the correction of a specific issue and ABB will attempt to make available, at its option, a temporary correction if ABB determines the issue to be business critical, and both technically and economically feasible.

2.4.3 Cyber Security Patch Delivery

Every month throughout the duration of this contract, ABB will provide a CD of all Microsoft validated patches for ABB control system software and associated ABB validation test status documentation. This document lists Microsoft security bulletins including relevant KB article numbers, criticality, affected Microsoft products, and ABB's validation status.

Patch validation applies only for ABB software at "Active" or "Classic" status at the latest available service pack. The validation testing of Microsoft security updates is done along with McAfee VirusScan® Enterprise. Documentation about the latest patch level, scan engine, and virus definition file versions validated are published together with the Microsoft security update test results. The information and software provided is for use on ABB systems covered by this Contract. **City of Grand Island is responsible for completing and returning the form in Appendix D for delivery contact and address of this disc.**

2.4.4 Control System Benchmark

As part of the Care contract, ABB will conduct a Control System Benchmark during the term of the contract. The Control System Benchmark will provides to the customer an accurate depiction of the installed control system equipment, along with lifecycle status and criticality matrix, warranty information (if available) and which equipment is covered by the agreement within a report on the myABB customer portal.

The Control System Benchmark is conducted by running a Service Products Data Collector (SPDC) automated tool that can be downloaded from myControlSystem or provided to customer by USB storage media. The SPDC tool validates key parameters including:

- Lifecycle status of hardware and software
- ABB software versions are all loaded correctly and are on appropriate nodes
- Appropriate versions of Microsoft software, including patches are on every node
- Most up-to-date antivirus (McAfee or Symantec) software on every node
- Microsoft Windows, computer hardware and controller KPI's to determine system load
- Control hardware version
- Cybersecurity settings

In order to complete the Control System Benchmark the SPDC tool must be run from a Microsoft Windows workstation or server that is on the same network as all the other control system nodes. City of Grand Island may apply virus checks to media prior to loading the SPDC tool on the system. The SPDC tool runs in the background and does not need to be attended. The length of time needed to complete varies based on system size.

2.4.5 Control System Spare Parts Audit

ABB will provide the Control System Spare Parts Audit for Platte Generating Station or C.W. Burdick Station, one plant only.

One time during the course of the contract term, ABB will utilize the Control System Benchmark data to conduct a Spare Parts Audit. The Spare Parts Audit utilizes the mySpareParts Analyzer available on myABB to develop high level recommendations regarding spare parts and inventory gaps. A report will be delivered regarding the results of the Spare Parts Audit via MyControlSystem or other electronic means.

2.4.6 Onsite Field Service

As part of the Industry Care contract, ABB will provide a discounted rate of **10 percent** off the current field service labor rates to perform preventive and corrective maintenance services. Standard service labor rates and ABB recognized holidays are shown in Appendix A of this proposal. Service labor time includes travel to and from the site, time for training required to obtain site access, diagnostic time, repair time, verification time, time awaiting the delivery of parts, time waiting for access to equipment, and time required to complete the documentation of the service call activities. A minimum of four (4) hours is charged for any service call to a client's facility. The use of these hours are subject to defined Primary Working Hours as referenced in Appendix A.

Travel and living expenses will be invoiced separately for these hours.

Additional purchased material, equipment rental, oil processing trailers, etc. are in addition to service hours and will be quoted per the service required.

2.4.7 Hardware & Software Discounts

ABB will provide hardware and software discounts off the current ABB price book for below listed hardware and software during the Industry Care contract period. Discounts for repairs and refurbished parts apply to listed hardware systems only. Discounts during the contract period will be extended at the following rates:

Hardware

New	Description
Symphony Plus Harmony (Rack)	10% discount (0.90 of list)
Symphony Plus (DIN)	10% discount (0.90 of list)
Repairs and Refurbished parts	
Repairs	10% discount (0.90 of list)

New	Description
Refurbished	10% discount (0.90 of list)
Software	
Symphony Plus	10% discount (0.90 of list)

* Discount applies to currently licensed products. Includes software licenses, media, and USB dongles for new or expansion licensing. Some software expansions may impact the annual price of the Industry Care contract.

2.4.8 In-Person Training Classes

City of Grand Island is also entitled to purchase in-center training classes from ABB University at **10 percent** off the current list price if purchased during the contract period.

- The discounted pricing would only apply to list price, ABB in-center training classes, scheduled as open enrollment events.
- The discounted pricing would not apply to on-site training events or coaching services.
- This discount cannot be combined with any other agreements or promotions.

ABB University has the right to cancel an open enrollment class that does not meet the student minimum to conduct the training class. ABB University commits to cancelling a class at least 2 weeks prior to the scheduled start date. If the customer chooses to cancel an enrollment, they must do so at least 2 weeks prior to the class start date to avoid a cancellation fee.

2.4.9 Loyalty Offers

As a participant in the Industry Care program, City of Grand Island will have access to quarterly published Loyalty Offers throughout the duration of the contract. These are special access discounts only made available to contract holders. The Loyalty Offers are made available at the beginning of each calendar year quarter and provide discounts to part and labor packages.

3 Commercial Summary

Industry Care Select Contract – Three Year Contract:
The Contract starts **June 01, 2021** ending **May 31, 2024**.

Part Number	Description	Price
PAENC-SEL-03	Industry Care – Select 3-year agreement	\$ 59,789 Year 1
		\$ 62,778 Year 2
		\$ 65,917 Year 3
		\$ 188,484 Total

Optional Services*

Part Number	Description	Price per Site
1 n/a	Remote Insights: 3 users	\$3,960 Annual

* Optional Services pricing valid when purchased at the same time as this Industry Care contract.

3.1 Purchase Order

PLEASE NOTE NEW SUBMISSION EMAIL ADDRESS.

This is a Three Year Contract, please submit your purchase order **referencing proposal number EGR-210308-1 Rev 01**. The Purchase Order needs to cover the full duration with line items for each year. Invoice dates are as follows:

Line Item	Part Number	Description	Invoice Date	Price
1	PAENC-SEL-03	Year 1	6/30/2021	\$ 59,789
2	PAENC-SEL-03	Year 2	6/1/2022	\$ 62,778
3	PAENC-SEL-03	Year 3	6/1/2023	\$ 65,917
TOTAL				\$ 188,484

Payment due NET-30 unless otherwise specified in a master agreement. The above table does not reflect any options. Should any options be purchased, the invoice amount in the above table needs to be increased by the annual amount of the option(s).

The purchase order must reference terms and conditions of this Contract. Please fax or email your purchase order to:

Fax – (440) 585-5081

E-mail – ServiceContracts@us.abb.com

3.2 Invoice Schedule & Payment Terms

The terms of payment for all systems, services, and products purchased under this agreement shall be 30 days from date on invoice, subject to **annual** invoices issued following receipt and acceptance of your Purchase Order. **Annual** invoicing will continue automatically for multi-year contract periods per the invoice schedule outlined in Section 3.1 Purchase Order.

If you let the contract expire or lapse at any time, you may reinstate for an additional fee of 5% per month of the most recent annual contract amount that you are not covered under contract, with a maximum fee of 15% of the most recent annual contract amount.

3.3 Cancellation

Contract termination is assessed in 12-month intervals. Termination of this contract will be subject to the following cancellation schedule:

Cancellation Schedule	
Cancellation Timing	Amount
Up to the end of the third month	50% of annual contract amount. Subsequent years of the committed contract period are waived.
Any time between months 4 and 12	Full annual contract amount. Subsequent years of the committed contract period are waived.

3.4 Terms and Conditions

This Contract will commence on its effective date as specified in Section 3 Commercial Summary above, and will remain in effect until the end of the agreement as specified in Section 3 Commercial Summary above.

The Terms and Conditions of this proposal are based on ABB Standard Terms and Conditions. No other terms and conditions shall apply. Where there is a conflict between the Terms and Conditions and this proposal, terms of this proposal shall take precedence.

3.4.1 Corona virus (COVID 19) Sales Contract Clause

The Parties are aware of the outbreak of a Coronavirus (commonly known as COVID-19) or any mutation of such virus which is or may impact normal business and execution of this Contract. The Parties agree that ABB is entitled to cost compensation, time extension, or other reasonably required contract adjustments, if any consequences whether directly or indirectly resulting out of, or in connection with the coronavirus outbreak, lead to delays in delivery of goods or provision of services or otherwise affect ABB's contractual obligations or duties.

3.5 Authorized Users

The Industry Care agreement and services are for the operator/operating company of the specific to the site and systems identified in this proposal. Third parties performing work or services are not authorized or permitted to utilize any of the features or benefits provided with this agreement.

3.6 Travel and Living

All travel and living expenses for services included in this Contract are not included. Work performed outside the scope of this Contract are subject to travel and living expenses being invoiced separately at actual incurred cost plus 10% (administrative fee).

3.7 Taxes and Duties

All other taxes and duty not explicitly expressed herein will be billed to the consignee. This include VAT or/and Service related Withholding tax.

3.8 Proposal Validity

This Proposal is subject to acceptance within sixty (60) days from the date of proposal. All prices, schedules, and technical descriptions are valid throughout this period.

3.9 Confidentiality

The information contained in this proposal is proprietary to ABB Inc. and may not be disclosed to any third party or company without the written consent of ABB Inc.

3.10 Change Orders

During the term of this Care agreement, work requested by City of Grand Island on equipment not included in Section 2 (inclusive) or that has been otherwise delineated as additional scope within this agreement will be completed by ABB under the following conditions:

- Additional Scope will be authorized by City of Grand Island in writing via a Change Order. In the event a Change Order ABB will, at earliest convenience, provide written confirmation.

-
- City of Grand Island shall amend applicable Purchase Orders prior to resources being dispatched to site. In event of an Emergency the Purchase order will be amended to include Change Order additional scope within 5 business days of written confirmation.
 - Change Orders will be on a Time and Material basis.

A sample Change Order form is shown in Appendix E

3.11 Authorized Service Provider

During the execution of this Care agreement, ABB reserves the right to utilize an Authorized Service Provider for services on covered equipment. In the event an Authorized Service Provider is utilized, all warranties herein will still apply.

3.12 Publication

Customer approves the use of its name in ABB newsletters, press releases, proposals, experience lists, and resumes (for proposal purposes) of our employees.

3.13 Non-Solicitation

During the term of this Agreement and for one year after any termination of this Agreement, Purchaser will not, without the prior written consent of ABB, either directly or indirectly, on Purchaser's own behalf or in the service or on behalf of others, solicit or attempt to solicit, divert or hire away any person employed by ABB or any customer of ABB. Purchaser acknowledges that money damages may not be a sufficient remedy for breach of this requirement. Accordingly, in the event of any such breach, in addition to any other remedies at law or in equity ABB may have, ABB shall be entitled to seek equitable relief, injunctive relief, or both.

3.14 Use of Remote Insights Software

Customer acknowledges and accepts that, from time to time, ABB may utilize Remote Insights software in the execution of work associated with this agreement. Remote Insights software facilitates augmented video and audio communications between ABB field resources and ABB technical support/engineering across a standard cellular/wifi connection utilizing an ABB supplied cellular/wifi enabled device. The Remote Insights request will be initiated by ABB and shall be limited to the time frame necessary to perform the services requested by ABB engineer.

Appendix A – ABB US Service Standard Rate Sheet – 2021

Primary Work Hours

The following labor rates are applicable during Primary Working Hours (PWH) defined as an 8-hour period beginning between 7:00 A.M. and 10: 00 A.M. Monday through Friday, excluding national and ABB recognized holidays. The primary work hours include a one half-hour non-paid lunch period and two 15-minute breaks during the day.

Base Service Labor Rates

Technology	Service Type	Hourly Rate
Drives and Motors	Field Services	\$325
Open Control systems (OCS)	Field Services	\$315
	Process Application Engineering Services	\$355
Paper Quality Control Systems & Web Imaging Systems (QCS & WIS)	Field Services	\$315
	Sensor Specialist Services	\$352
	Systems Engineering Services	\$352
	Process Application Engineering Services	\$355
	Lorentzen & Wettre Engineering Services	\$355
	Lorentzen & Wettre Specialist Service	\$381
Power Generation	Turbine Control Systems Services	\$345
	Flame Scanner Services	\$345
	Power Plant Tuning	\$345
All	Project Management Services	\$347
	Process Control Tuning Services	\$349
	Regional Technical Advisor, Network & Security Services	\$355
	Process Optimization Services	\$370

Overtime Hours

For billing purposes ABB Inc. defines overtime as those hours worked outside the Primary Working Hours or in excess of eight (8) hours in one day. The standard charges for overtime are defined as follows:

- All work performed outside the PWH or over 8 hours in one day is charged at one and one half times the labor rate (Base Service Labor Rate X 1.5).
- All work performed on Saturday is charged at one and one half times the labor rate (Base Service Labor Rate X 1.5).
- All work performed on Sunday is charged at two times the labor rate (Base Service Labor Rate X 2).
- All work performed on national or an ABB holiday is charged at three times the labor rate (Base Service Labor Rate X 3).

Field Engineer Stand-By

Engineer Stand-By support occurs when a customer requests an engineer to perform “stand-by” duty where that engineer is specifically reserved for that Customer and cannot be dispatched to another Customer job site. The customer reserving the engineer in stand-by readiness mode shall be charged for Stand-By service.

Field Engineer Stand-By Service is charged at 4 PWH per day. If the “reserved” Field Engineer is called to this site, then 2 PWH will be credited to the customer. Overtime hours, travel expenses, travel time and other conditions of service per this rate sheet shall apply.

2021 Holiday Schedule

Friday, Jan. 1 - New Year's Day	Thursday, Nov. 11 – Veterans Day
Monday, Jan. 18 – Martin Luther King Jr. Day	Thursday, Nov. 25 –Thanksgiving Day
Monday, Feb. 15 – Presidents Day	Friday, Nov. 26 – Day After Thanksgiving
Monday, May 31 - Memorial Day	Thursday, Dec. 23 – Day Before Christmas
Monday, July 5 – Independence Day	Friday, Dec. 24 – Christmas Day
Monday Sept. 6 - Labor Day	

Appendix B – My Control System Access

Please complete the form below and include it with your Purchase Order to complete registration and/or renewal of your My Control System access.

Contact Name	Contact Phone Number	Contact address	e-mail	What system(s) is this contact responsible for? (Only required for multi-system contracts)	User Role
					Control System Administrator
					Maintenance Engineer
					Maintenance Engineer
					Maintenance Engineer
					Maintenance Engineer
					Maintenance Engineer
					Maintenance Engineer
					Maintenance Engineer
					Maintenance Engineer
					Maintenance Engineer
					Maintenance Engineer
					Maintenance Engineer
					Maintenance Engineer
					Maintenance Engineer

Appendix C – Optional ABB Ability™ Remote Insights Access

Please complete the form below and include it with your Purchase Order to complete registration and/or renewal of your Remote Access licenses.

Contact Name	Contact Phone Number	Contact e-mail address	Plant	User Role
				Technician
				Technician
				Technician
				Technician
				Technician
				Technician
				Technician
				Technician
				Technician
				Technician
				Technician
				Technician
				Technician
				Technician
				Technician
				Technician

Appendix D – Cyber Security Patch Delivery

Please complete the form below and include with your Purchase Order to receive proper delivery of your Cyber Security Patch Disc(s).

Contact Name	Contact Phone No.	Address	City	State	Zip Code

Appendix E – Change Order Form

ABB Inc. is pleased to provide to you, this change to purchase order _____ dated _____, which includes terms and conditions and pricing per service agreement proposal _____ to support the following scope:

Labor	Quantity	List	Discount	Total
Standard labor (1X)				
Overtime labor (1.5x)				
Double time labor (2x)				
Holiday labor (3X)				
Total Labor				
Expenses	Quantity	List	Discount	Total
Miles				
Air fare				
Hotel				
Pier diem				
Car rental				
Parking/tolls				
Other				
Admin				
Total Expenses				
Parts	Quantity	List	Discount	Total
Parts				
Total Parts				
Miscellaneous	Quantity	List	Discount	Total
+				
+				
-				
Total Miscellaneous				
Total Price				

All the terms and conditions of Purchase Order _____ dated _____ remain in full force and effect and control this change.

If this proposal meets with your approval, please submit an adjusted or new purchase order referencing proposal number _____ for the amount of _____.



Appendix F – Terms and Conditions

ABB INC.

GENERAL TERMS AND CONDITIONS OF SALE

1. General. The terms and conditions contained herein, together with any additional or different terms contained in ABB's Proposal, if any, submitted to Purchaser (which Proposal shall control over any conflicting terms), constitute the entire agreement (the "Agreement") between the parties with respect to the order and supersede all prior communications and agreements regarding the order. Acceptance by ABB of the order, or Purchaser's acceptance of ABB's Proposal, is expressly limited to and conditioned upon Purchaser's acceptance of these terms and conditions, payment for or acceptance of any performance by ABB being acceptance. These terms and conditions may not be changed or superseded by any different or additional terms and conditions proposed by Purchaser to which terms ABB hereby objects. Unless the context otherwise requires, the term "Equipment" as used herein means all of the equipment, parts, accessories sold, and all software and software documentation, if any, licensed to Purchaser by ABB ("Software") under the order. Unless the context otherwise requires, the term "Services" as used herein means all labor, supervisory, technical and engineering, installation, repair, consulting or other services provided by ABB under the order. As used herein, the term "Purchaser" shall include the initial end use of the Equipment and/or services; provided, however, that Paragraph 13(a) shall apply exclusively to the initial end user.

2. Prices.

(a) Unless otherwise specified in writing, all Proposals expire thirty (30) days from the date thereof.

(b) Unless otherwise stated herein, Services prices are based on normal business hours (8 a.m. to 5 p.m. Monday through Friday). Overtime and Saturday hours will be billed at one and one-half (1 1/2) times the hourly rate; and Sunday hours will be billed at two (2) times the hourly rate; holiday hours will be billed at three (3) times the hourly rate. If a Services rate sheet is attached hereto, the applicable Services rates shall be those set forth in the rate sheet. Rates are subject to change without notice.

(c) The price does not include any federal, state or local property, license, privilege, sales, use, excise, gross receipts, or other like taxes which may now or hereafter be applicable. Purchaser agrees to pay or reimburse any such taxes which ABB or its suppliers are required to pay or collect. If Purchaser is exempt from the payment of any tax or holds a direct payment permit, Purchaser shall, upon order placement, provide ABB a copy, acceptable to the relevant governmental authorities of any such certificate or permit.

(d) The price includes customs duties and other importation or exportation fees, if any, at the rates in effect on the date of ABB's Proposal. Any change after that date in such duties, fees, or rates, shall increase the price by ABB's additional cost.

3. Payment.

(a) Unless specified to the contrary in writing by ABB, payment terms are net cash, payable without offset, in United States Dollars, 30 days from date of invoice by wire transfer to the account designated by ABB in the Proposal.

(b) If in the judgment of ABB the financial condition of Purchaser at any time prior to delivery does not justify the terms of payment specified, ABB may require payment in advance, payment security satisfactory to ABB, or may terminate the order, whereupon ABB shall be entitled to receive reasonable cancellation charges. If delivery is delayed by Purchaser, payment shall be due on the date ABB is prepared to make delivery. Delays in delivery or nonconformities in any installments delivered shall not relieve Purchaser of its obligation to accept and pay for remaining installments.

(c) Purchaser shall pay, in addition to the overdue payment, a late charge equal to the lesser of 1 1/2% per month or any part thereof or the highest applicable rate allowed by law on all such overdue amounts plus ABB's attorneys' fees and court costs incurred in connection with collection.

4. Changes.

(a) Any changes requested by Purchaser affecting the ordered scope of work must be accepted by ABB and resulting adjustments to affected provisions, including price, schedule, and guarantees mutually agreed in writing prior to implementation of the change.

(b) ABB may, at its expense, make such changes in the Equipment or Services as it deems necessary, in its sole discretion, to conform the Equipment or Services to the applicable specifications. If Purchaser objects to any such changes, ABB shall be relieved of its obligation to conform to the applicable specifications to the extent that conformance may be affected by such objection.

5. Delivery.

(a) All Equipment manufactured, assembled or warehoused in the continental United States is delivered F.O.B. point of shipment. Equipment shipped from outside the continental United States is delivered F.O.B. United States port of entry. Purchaser shall be responsible for any and all demurrage or detention charges.

(b) If the scheduled delivery of Equipment is delayed by Purchaser or by Force Majeure, ABB may move the Equipment to storage for the account of and at the risk of Purchaser whereupon it shall be deemed to be delivered.

(c) Shipping and delivery dates are contingent upon Purchaser's timely approvals and delivery by Purchaser of any documentation required for ABB's performance hereunder.

(d) Claims for shortages or other errors in delivery must be made in writing to ABB within ten days of delivery. Equipment may not be returned except with the prior written consent of and subject to terms specified by ABB. Claims for damage after delivery shall be made directly by Purchaser with the common carrier.

6. Title & Risk of Loss. Except with respect to Software (for which title shall not pass, use being licensed) title to Equipment shall remain in ABB until fully paid for. Notwithstanding any agreement with respect to delivery terms or payment of transportation charges, risk of loss or damage shall pass to Purchaser upon delivery.

7. Inspection, Testing and Acceptance.

(a) Any inspection by Purchaser of Equipment on ABB's premises shall be scheduled in advance to be performed during normal working hours.

(b) If the order provides for factory acceptance testing, ABB shall notify Purchaser when ABB will conduct such testing prior to shipment. Unless Purchaser states specific objections in writing within ten (10) days after completion of factory acceptance testing, completion of the acceptance test constitutes Purchaser's factory acceptance of the Equipment and its authorization for shipment.

(c) If the order provides for site acceptance testing, testing will be performed by ABB personnel to verify that the Equipment has arrived at site complete, without physical damage, and in good operating condition. Completion of site acceptance testing constitutes full and final acceptance of the Equipment. If, through no fault of ABB, acceptance testing is not completed within thirty (30) days after arrival of the Equipment at the site, the site acceptance test shall be deemed completed and the Equipment shall be deemed accepted.

8. Warranties and Remedies.

(a) Equipment and Services Warranty. ABB warrants that Equipment (excluding Software, which is warranted as specified in paragraph (d) below) shall be delivered free of defects in material and workmanship and that Services shall be free of defects in workmanship. The Warranty Remedy Period for Equipment (excluding Software, Spare Parts and Refurbished or Repaired Parts) shall end twelve (12) months after installation or eighteen (18) months after date of shipment, whichever first occurs. The Warranty Remedy Period for new spare parts shall end twelve (12) months after date of shipment. The Warranty Remedy Period for refurbished or repaired parts shall end ninety (90) days after date of shipment. The Warranty Remedy Period for Services shall end ninety (90) days after the date of completion of Services.

(b) Equipment and Services Remedy. If a nonconformity to the foregoing warranty is discovered in the Equipment or Services during the applicable Warranty Remedy Period, as specified above, under normal and proper use and provided the Equipment has been properly stored, installed, operated and maintained and written notice of such nonconformity is provided to ABB promptly after such discovery and within the applicable Warranty Remedy Period, ABB shall, at its option, either (i) repair or replace the nonconforming portion of the Equipment or re-perform the nonconforming Services or (ii) refund the portion of the price applicable to the nonconforming portion of Equipment or Services. If any portion of the Equipment or Services so repaired, replaced or re-performed fails to conform to the foregoing warranty, and written notice of such nonconformity is provided to ABB promptly after discovery and within the original Warranty Remedy Period applicable to such Equipment or Services or 30 days from completion of such repair, replacement or re-performance, whichever is later, ABB will repair or replace such nonconforming Equipment or re-perform the nonconforming Services. The original Warranty Remedy Period shall not otherwise be extended.

(c) Exceptions. ABB shall not be responsible for providing working access to the nonconforming Equipment, including disassembly and re-assembly of non-ABB supplied equipment, or for providing transportation to or from any repair facility, all of which shall be at Purchaser's risk and expense. ABB shall have no obligation hereunder with respect to any Equipment which (i) has been improperly repaired or altered; (ii) has been subjected to misuse, negligence or accident; (iii) has been used in a manner contrary to ABB's instructions; (iv) is comprised of materials provided by or a design specified by Purchaser; or (v) has failed as a result of ordinary wear and tear. Equipment supplied by ABB but manufactured by others is warranted only to the extent of the manufacturer's warranty, and only the remedies, if any, provided by the manufacturer will be allowed.

(d) Software Warranty and Remedies. ABB warrants that, except as specified below, the Software will, when properly installed, execute in accordance with ABB's published specification. If a nonconformity to the foregoing warranty is discovered during the period ending one (1) year after the date of shipment and written notice of such nonconformity is provided to ABB promptly after such discovery and within that period, including a description of the nonconformity and complete information about the manner of its discovery, ABB shall correct the nonconformity by, at its option, either (i) modifying or making available to the Purchaser instructions for modifying the Software; or (ii) making available at ABB's facility necessary corrected or replacement programs. ABB shall have no obligation with respect to any nonconformities resulting from (i) unauthorized modification of the Software or (ii) Purchaser-supplied software or interfacing. ABB does not warrant that the functions contained in the software will operate in combinations which may be selected for use by the Purchaser, or that the software products are free from errors in the nature of what is commonly categorized by the computer industry as "bugs".

(e) THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES OF QUALITY AND PERFORMANCE, WHETHER WRITTEN, ORAL OR IMPLIED, AND ALL OTHER WARRANTIES INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USAGE OF TRADE ARE HEREBY DISCLAIMED. THE REMEDIES STATED HEREIN CONSTITUTE PURCHASER'S EXCLUSIVE REMEDIES AND ABB'S ENTIRE LIABILITY FOR ANY BREACH OF WARRANTY.

9. Patent Indemnity.

(a) ABB shall defend at its own expense any action brought against Purchaser alleging that the Equipment or the use of the Equipment to practice any process for which such Equipment is specified by ABB (a "Process") directly infringes any claim of a patent of the United States of America and to pay all damages and costs finally awarded in any such action, provided that Purchaser has given ABB prompt written notice of such action, all necessary assistance in the defense thereof and the right to control all aspects of the defense thereof including the right to settle or otherwise terminate such action in behalf of Purchaser.

(b) ABB shall have no obligation hereunder and this provision shall not apply to: (i) any other equipment or processes, including Equipment or Processes which have been modified or combined with other equipment or process not supplied by ABB; (ii) any Equipment or Process supplied according to a design, other than an ABB design, required by Purchaser; (iii) any products manufactured by the Equipment or Process; (iv) any patent issued after the date hereof; or (v) any action settled or otherwise terminated without the prior written consent of ABB.

(c) If, in any such action, the Equipment is held to constitute an infringement, or the practice of any Process using the Equipment is finally enjoined, ABB shall, at its option and its own expense, procure for Purchaser the right to continue using said Equipment; or modify or replace it with non-infringing equipment or, with Purchaser's assistance, modify the Process so that it becomes non-infringing; or remove it and refund the portion of the price allocable to the infringing Equipment. THE FOREGOING PARAGRAPHS STATE THE ENTIRE LIABILITY OF ABB AND EQUIPMENT MANUFACTURER FOR ANY PATENT INFRINGEMENT.

(d) To the extent that said Equipment or any part thereof is modified by Purchaser, or combined by Purchaser with equipment or processes not furnished hereunder (except to the extent that ABB is a contributory infringer) or said Equipment or any part thereof is used by Purchaser to perform a process not furnished hereunder by ABB or to produce an article, and by reason of said modification, combination, performance or production, an action is brought against ABB, Purchaser shall defend and indemnify ABB in the same manner and to the same extent that ABB would be obligated to indemnify Purchaser under this "Patent Indemnity" provision.

10. Limitation of Liability.

(a) In no event shall ABB, its suppliers or subcontractors be liable for special, indirect, incidental or consequential damages, whether in contract, warranty, tort, negligence, strict liability or otherwise, including, but not limited to, loss of profits or revenue, loss of use of the Equipment or any associated equipment, cost of capital, cost of substitute equipment, facilities or services, downtime costs, delays, and claims of customers of the Purchaser or other third parties for any damages. ABB's liability for any claim whether in contract, warranty, tort, negligence, strict liability, or otherwise for any loss or damage arising out of, connected with, or resulting from this Agreement or the performance or breach thereof, or from the design, manufacture, sale, delivery, resale, repair, replacement, installation, technical direction of installation, inspection, operation or use of any equipment covered by or furnished under this Agreement, or from any services rendered in connection therewith, shall in no case (except as provided in the section entitled "Patent Indemnity") exceed one-half (1/2) of the purchase price allocable to the Equipment or part thereof or Services which gives rise to the claim.

(b) All causes of action against ABB arising out of or relating to this Agreement or the performance or breach hereof shall expire unless brought within one year of the time of accrual thereof.

(c) In no event, regardless of cause, shall ABB be liable for penalties or penalty clauses of any description or for indemnification of Purchaser or others for costs, damages, or expenses arising out of or related to the Equipment and/Services.

11. Laws and Regulations. ABB does not assume any responsibility for compliance with federal, state or local laws and regulations, except as expressly set forth herein, and compliance with any laws and regulations relating to the operation or use of the Equipment or Software is the sole responsibility of the Purchaser. All laws and regulations referenced herein shall be those in effect as of the Proposal date. In the event of any subsequent revisions or changes thereto, ABB assumes no responsibility for compliance therewith. If Purchaser desires a modification as a result of any such change or revision, it shall be treated as a change per Article 4. Nothing contained herein shall be construed as imposing responsibility or liability upon ABB for obtaining any permits, licenses or approvals from any agency required in

connection with the supply, erection or operation of the Equipment. This Agreement shall be governed by the laws of the State of New York, but excluding the provisions of the United Nations Convention on Contracts for the International Sale of Goods and excluding New York law with respect to conflicts of law. Purchaser agrees that all causes of action against ABB under this Agreement shall be brought in the State Courts of the State of New York, or the U.S. District Court for the Southern District of New York. If any provision hereof, partly or completely, shall be held invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision or portion hereof and these terms shall be construed as if such invalid or unenforceable provision or portion thereof had never existed.

12. OSHA. ABB warrants that the Equipment will comply with the relevant standards of the Occupational Safety and Health Act of 1970 ("OSHA") and the regulations promulgated thereunder as of the date of the Proposal. Upon prompt written notice from the Purchaser of a breach of this warranty, ABB will replace the affected part or modify it so that it conforms to such standard or regulation. ABB's obligation shall be limited to such replacement or modification. In no event shall ABB be responsible for liability arising out of the violation of any OSHA standards relating to or caused by Purchaser's design, location, operation, or maintenance of the Equipment, its use in association with other equipment of Purchaser, or the alteration of the Equipment by any party other than ABB.

13. Software License.

(a) ABB owns all rights in or has the right to sublicense all of the Software, if any, to be delivered to Purchaser under this Agreement. As part of the sale made hereunder Purchaser hereby obtains a limited license to use the Software, subject to the following: (i) The Software may be used only in conjunction with equipment specified by ABB; (ii) The Software shall be kept strictly confidential; (iii) The Software shall not be copied, reverse engineered, or modified; (iv) The Purchaser's right to use the Software shall terminate immediately when the specified equipment is no longer used by the Purchaser or when otherwise terminated, e.g. for breach, hereunder; and (v) the rights to use the Software are non-exclusive and non-transferable, except with ABB's prior written consent.

(b) Nothing in this Agreement shall be deemed to convey to Purchaser any title to or ownership in the Software or the intellectual property contained therein in whole or in part, nor to designate the Software a "work made for hire" under the Copyright Act, nor to confer upon any person who is not a named party to this Agreement any right or remedy under or by reason of this Agreement. In the event of termination of this License, Purchaser shall immediately cease using the Software and, without retaining any copies, notes or excerpts thereof, return to ABB the Software and all copies thereof and shall remove all machine readable Software from all of Purchaser's storage media.

14. Inventions and Information. Unless otherwise agreed in writing by ABB and Purchaser, all right, title and interest in any inventions, developments, improvements or modifications of or for Equipment and Services shall remain with ABB. Any design, manufacturing drawings or other information submitted to the Purchaser remains the exclusive property of ABB. Purchaser shall not, without ABB's prior written consent, copy or disclose such information to a third party. Such information shall be used solely for the operation or maintenance of the Equipment and not for any other purpose, including the duplication thereof in whole or in part.

15. Force Majeure. ABB shall neither be liable for loss, damage, detention or delay nor be deemed to be in default for failure to perform when prevented from doing so by causes beyond its reasonable control including but not limited to acts of war (declared or undeclared), Acts of God, fire, strike, labor difficulties, acts or omissions of any governmental authority or of Purchaser, compliance with government regulations, insurrection or riot, embargo, delays or shortages in transportation or inability to obtain necessary labor, materials, or manufacturing facilities from usual sources or from defects or delays in the performance of its suppliers or subcontractors due to any of the foregoing enumerated causes. In the event of delay due to any such cause, the date of delivery will be extended by period equal to the delay plus a reasonable time to resume production, and the price will be adjusted to compensate ABB for such delay.

16. Cancellation. Any order may be cancelled by Purchaser only upon prior written notice and payment of termination charges, including but not limited to, all costs identified to the order incurred prior to the effective date of notice of termination and all expenses incurred by ABB attributable to the termination, plus a fixed sum of ten (10) percent of the final total price to compensate for disruption in scheduling, planned production and other indirect costs.

17. Termination. No termination by Purchaser for default shall be effective unless, within fifteen (15) days after receipt by ABB of Purchaser's written notice specifying such default, ABB shall have failed to initiate and pursue with due diligence correction of such specified default.

18. Export Control.

(a) Purchaser represents and warrants that the Equipment and Services provided hereunder and the "direct product" thereof are intended for civil use only and will not be used, directly or indirectly, for the production of chemical or biological weapons or of precursor chemicals for such weapons, or for any direct or indirect nuclear end use. Purchaser agrees not to disclose, use, export or re-export, directly or indirectly, any information provided by ABB or the "direct product" thereof as defined in the Export Control Regulations of the United States Department of Commerce, except in compliance with such Regulations.

(b) If applicable, ABB shall file for a U.S. export license, but only after appropriate documentation for the license application has been provided by Purchaser. Purchaser shall furnish such documentation within a reasonable time after order acceptance. Any delay in obtaining such license shall suspend performance of this Agreement by ABB. If an export license is not granted or, if once granted, is thereafter revoked or modified by the appropriate authorities, this Agreement may be canceled by ABB without liability for damages of any kind resulting from such cancellation. At ABB's request, Purchaser shall provide to ABB a Letter of Assurance and End-User Statement in a form reasonably satisfactory to ABB.

19. Assignment. Any assignment of this Agreement or of any rights or obligations under the Agreement without prior written consent of ABB shall be void.

20. Nuclear Insurance – Indemnity. For applications in nuclear projects, the Purchaser and/or its end user customer shall have complete insurance protection against liability and property damage resulting from a nuclear incident to and shall indemnify ABB, its subcontractors, suppliers and vendors against all claims resulting from a nuclear incident.

21. Resale. If Purchaser resells any of the Equipment, the sale terms shall limit ABB's liability to the buyer to the same extent that ABB's liability to Purchaser is limited hereunder.

22. Entire Agreement. This Agreement constitutes the entire agreement between ABB and Purchaser. There are no agreements, understandings, restrictions, warranties, or representations between ABB and Purchaser other than those set forth herein or herein provided.

RESOLUTION 2021-158

WHEREAS, Platte and Burdick Generating Stations have a computer control system which controls the operation of the boiler and gas turbines; and

WHEREAS, the control system must be routinely updated and maintained and support is needed if this control equipment should have any issues; and

WHEREAS, ABB, Inc., is the supplier of the control system and is the only company that can provide this service that is specific to the control system; and

WHEREAS, a proposal was submitted for a three-year agreement with includes updates to the software, maintenance, and emergency support in the amount of \$200,364.00.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Distributive Control System Service Agreement be awarded to ABB, Inc., of Houston, Texas, in the amount of \$200,364.00.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, July 13, 2021.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	▣ _____
July 9, 2021	▣ City Attorney