

AGENDA ITEM SUMMARY

Meeting Date:	AUGUST 15, 2018
Agenda Category:	CONSENT BUSINESS
Agenda Item Number:	10 B
Subject:	ANNUAL HARDWARE AND SOFTWARE MAINTENANCE SERVICE AGREEMENT FOR SCADA SYSTEM, ROCHA CONTROLS (WASTEWATER TREATMENT DEPARTMENT)
Attachments:	Memorandum; Maintenance Agreement
Staff Contact:	Wastewater Treatment Director Elmore
Background:	The SCADA system requires routine hardware and software maintenance, which is provided by Rocha Controls. This agreement is for a term of one year (with two separate one-year renewal option) in the amount of \$750.00 per month (\$9,000.00 annually).
Reference:	Wastewater Treatment Budget
Suggested Action:	Approve the one-year agreement with Rocha Controls for SCADA system hardware and software maintenance

MEMORANDUM

TO: Dr. Brenda Fettrow, City Manager
FROM: Jim Elmore, WWT Director *Jim*
DATE: July 19, 2018
SUBJECT: Rocha Controls – Maintenance Agreement

*approved to go
to Council.
Dr. Fettrow
7/20/2018*

Attached please find the annual Rocha Controls maintenance agreement for their sole source Hardware and Software maintenance service for the SCADA System.

This agreement term will be October 1, 2018 through September 30, 2019 with two separate one year renewal options.

Budgeted from account # 400-0035-535.6447.

For your approval and signature.



Rocha Controls - Municipal and Industrial Control Systems

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Maintenance Agreement

Hardware and Software Maintenance Services, supporting the Supervisory Control and Data Acquisition (SCADA) Systems and Process Instrumentation, owned and operated by City of Rockledge, Florida (the CUSTOMER), will be provided by Rocha Controls in accordance with the provisions of this Agreement. This document and its attachments constitute the entire Agreement; no representations are made other than those contained herein.

Agreement Term

October 1st, 2018 through September 30th, 2019 – Year 1

October 1st, 2019 through September 30th, 2020 – Option Year 2 Renewal

October 1st, 2020 through September 30th, 2021 – Option Year 3 Renewal

Attachments

A. None

Scope of Services

Rocha Controls will provide the following services upon the CUSTOMERS'S request.

1. Troubleshoot, repair and/or replace failed PLC hardware and other instrumentation equipment or devices.
2. Advise the Customer of applicable software upgrades.
3. Install, configure and make operational software upgrades (Customer may select to provide the software).
4. Add to, or modify, the SCADA system software at the applications level. This would include configuration of the system for new control logic or the addition of new PLCs as well as addition or modification of I/O points of existing hardware.
5. Calibrate process measurement equipment such as tank level transmitters, pressure transmitters, flow meters, etc., as directed by the CUSTOMER.
6. Assist the CUSTOMER with recovery of the system following outages due to computer hardware/software failures, PLC component failures, vandalism, floods, etc.
7. Provide the labor and technical expertise required to assist the CUSTOMER with modifications to existing instrumentation and other equipment and with installation of new PLCs, flow and pressure transmitters, process monitors, modems or other equipment.
8. Provide telephone or onsite software support as necessary for the installed SCADA system application software currently running on the systems at the CUSTOMER'S facilities. Software support will be supplied from Tampa via modem whenever possible to reduce costs. Software support will be provided to assist the CUSTOMER with the following.
 - a. Maintaining an operational software system.
 - b. Adding or modifying User configurable parameters for reports, graphics displays, database points, control strategies, etc.
 - c. Backup and recovery of system from offline media.
 - d. Archiving and retrieval of historical data.

- e. Providing answers to various software-related technical questions.
 - f. Integrating new PLC hardware or instrumentation into the existing SCADA system.
 - g. Providing refresher training on the SCADA system, or operating system, software products for the CUSTOMER'S personnel.
 - h. Furnishing telephone support to resolve simple questions or problems.
9. Upon request, provide quarterly site visits for the purpose of inspecting the entire SCADA and instrumentation for proper operations. Perform routine maintenance such as complete system backups.

Service Documentation

A detailed Service Report will be delivered to the CUSTOMER following each service call. This report will document any repairs which were performed, possible reasons for the problem(s), and suggestions for avoidance of similar problems in the future. It will also list all labor and materials used to repair the problem.

Contact Protocol

CUSTOMER service calls may be made on a 24 hour per day, 7 day per week basis. ROCHA CONTROLS will respond to calls logged as "non-critical" within 24 hours. "Critical" calls will be responded to as quickly as possible, usually within 1 hour. Initial response will be by telephone.

"Non-critical" calls should be directed to ROCHA CONTROLS' Tampa office where they may be recorded if personnel are unable to respond immediately. "Critical" calls may be directed to any of the following recipients (in order):

Mark Tyl, PE, Director of Operation	(Cell) 813-924-3169
Raymond Rocha, President	(Cell) 813-267-3235
ROCHA CONTROLS, Inc., Tampa Office	813-628-5584 X:301

The CUSTOMER'S official contact person(s) (authorized to obligate the CUSTOMER for service charges) shall be submitted by the Customer:



Terms and Conditions

Maintenance Services will be billed at the following rates:

<u>Labor and Related Expenses</u>		<u>Workdays</u>	<u>Overtime</u>	<u>Holidays</u>
Panel Fabricator/CAD	(per hour)	\$65		
Designer	(per hour)	\$90		
Field Service Technician	(per hour)	\$100	\$125	\$135
Sr. Field Service Engineer	(per hour)	\$110	\$140	\$175
HMI and PLC Programmer	(per hour)	\$145	\$175	\$225

*Note: Periodically it may be convenient for all parties to perform certain functions at non normal times. We can, at our discretion, provide services at the regular rate during non-normal hours

<u>Other Expenses</u>		<u>Charges</u>
Travel/Automobile Expense		\$150/trip
Lodging/Per Diem (if needed)		\$150/day
Airfare	(per event)	N/A
Rental Car	(per event)	N/A
Parts/Supplies	(per event)	Actual Expense plus 15% *
Minimum Monthly Support	(per month)	\$750

* Note:The Customer can avoid the 15% handling expense shown above by directly purchasing the parts/supplies.

Supplies and equipment will be replaced with same from CUSTOMER'S inventory or at the direction of the CUSTOMER only, will be procured by Rocha Controls and billed at the indicated markup.

Labor for initial service calls in any one calendar month will be billed against that month's Minimum Monthly Support. Cost exceeding the Minimum Monthly Support will be billed to the CUSTOMER at the quoted rates. The unused portion of each month's Minimum Monthly Support is non-refundable. Travel time and expenses to, from, and at the jobsite will be billed at the quoted rates.

Service under this Agreement will begin on the date of execution noted below. This Agreement, including the quoted rates, will remain in force for one year, at which time it may be renegotiated. This Contract may be modified at any time by mutual agreement of Rocha Controls and the CUSTOMER. Either party may terminate this Agreement by providing written notice at least 90 days prior to the cessation date.



Response Time

Service requests will be responded to as follows:

Phone support: Critical - within 1 hr
 Non-Critical - within 8 hrs

On-site support: **Critical - within 8 hrs**
 Non Critical - within 48 hrs

Terminology

Technical terms and acronyms used in this document are defined in the Drawings and Specifications used to detail the construction and implementation of the SCADA facilities.

The following terms shall have the connotations indicated:

Workdays – Monday through Friday, 7:00 AM to 8:00 PM.

Holidays – Any nationally observed holiday.

Overtime – Any time other than workdays or holidays.

Applications level – Databases, screen displays, control strategies, and other SCADA applications elements which may be configured or modified without changing software source code.

Limitations

Some desired services may not be obtainable. Rocha Controls will report problematical activities to the CUSTOMER prior to undertaking them. An assessment of the likelihood of success of such activities will be conducted at the CUSTOMER'S request.

Service Environment

The CUSTOMER shall make all existing and applicable equipment, software, and documentation available to ROCHA CONTROLS personnel for use in maintaining the system. At minimum, telephone access to all of the SCADA computer systems via modems shall be provided. It is suggested that Internet access be considered as a means to reduce telephone charges.

Specified ROCHA CONTROLS personnel (approved by the CUSTOMER) shall be provided with privileged personal accounts under a separate group account on all SCADA system computers. Only the CUSTOMER'S System Manager and the specified ROCHA CONTROLS personnel shall have access to these accounts. Initial setup of these accounts will be provided by Rocha Controls with coordination of the CUSTOMER.

The operating system and applications software in use by the CUSTOMER are products of, licensed by, and copyrighted by, other parties. ROCHA CONTROLS shall not undertake any activities which violate the terms of the CUSTOMER'S software license agreements.



Security

Access information to the CUSTOMER’S systems shall be carefully protected by ROCHA CONTROLS personnel. It is suggested that knowledge of the remote access capabilities of the system shall be limited to only those with a “Need to Know”.

The CUSTOMER shall be responsible for maintaining the security of their systems. However, ROCHA CONTROLS will report any potential security problems, at no charge, if they are detected and, if requested by the CUSTOMER, will review the security measures in place at the quoted rates.

ROCHA CONTROLS shall not be liable for any security breaches or other activities outside of their direct control unless it is shown that Rocha Controls personnel have failed to ‘Carefully Protect’ access information to Customer’s Systems

ROCHA CONTROLS will provide Haines City with an insurance certification in accordance with their requirements.

This Agreement executed this _____ day of _____, 20__.

OWNER:

CITY MANAGER
City of Rockledge, FLORIDA

By: _____ signed
_____ Print name

CITY MANAGER
City of Rockledge, FLORIDA

Rocha Controls

Witness

By: _____
Raymond Rocha
President

Witness

