

Public Works Committee Meeting
Tuesday, April 16, 2024 5:00 PM
Crete City Hall
243 E 13th Street
Crete, NE 68333

1. Open Meeting

- In accordance with Nebraska law, a copy of the Open Meetings Act can be found in the back of the Council Chambers.
- Items listed on the agenda may be considered in any order.

2. Roll Call

- Attendance of members will be recorded to determine the presence of a quorum for official actions.

3. Items of Business

- The Committee may discuss or limit discussion on, hear testimony in favor of or in opposition to, or take action to provide a recommendation to the City Council on any matter presented under this title.

3.A. Consider the SCADA System

3.B. Consider the liquidated damage proposal

3.C. Consider to ratify LARM's insurance action on North 15th St.

3.D. Consider to ratify LARM's insurance action on South 15th St.

4. Officers' Reports

- Reports may be given by the Mayor, Officers, Departments, or Councilmembers concerning the current operations of the City.
- No action can be taken on matters presented under this title except to answer any questions or to refer the matter for further action.

5. Adjournment

Disclaimers & Notices

- The Council may enter into closed session to discuss any matter on this agenda when it is determined that a closed session is clearly necessary for the protection of the public interest or the prevention of needless injury to the reputation of an individual (if such individual has not requested a public meeting) or as otherwise allowed by law. Any closed session shall be limited to the subject matter for which the closed session was called. If the motion to close passes, then immediately prior to the closed session the Mayor shall restate on the record the limitation of the subject matter of the closed session.
- The City of Crete assures that no person shall on the grounds of race, color, national origin, age, disability, handicap or sex, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity of the City receiving Federal financial assistance. To report discrimination, contact the City Clerk's office.
- The complete agenda with attachments is available at www.crete.ne.gov.



City of Crete

**Replacement SCADA
Hosts, SAN & Purpose
Built SCADA Veeam
Server
KIDQ19995**

Project Scope

Replacement SCADA Hosts, SAN & Purpose Built SCADA Veeam Server

Background & Project Objective

The City of Crete (COC) has submitted a Request for Proposal to refresh their SCADA Infrastructure which is managed in conjunction with their SCADA partner, Olsson. COC has requested a Good/Better/Best submittal. Kidwell recommends the “Better” option submitted in the included Scope of Work, including two (2) Dell PowerEdge R450 servers, each with a Silver 4514 Processor and 128GB of RAM, and a Dell PowerVault ME5024 hybrid storage array. This option best matches the requirements set forth by the RFP and provides the best value in performance and capacity while not oversizing or undersizing the infrastructure. Kidwell recommends 7 years of Dell ProSupport for all Dell hardware in order to provide the best value in warranty support for the lifetime of all equipment proposed. Kidwell recommends upgrading VMware ESXI to the current stable build of vSphere version 8. Kidwell recommends upgrade/replacing the existing VM’s with Windows Server 2022 Standard or exercise downgrade rights should any of the required application not support Server 2022 to a compatible, supported version of Windows Server. Kidwell recommends Veeam Data Platform to backup the virtual machines utilizing Veeam best practices for data resiliency. Kidwell recommends a Dell PowerEdge server is utilized as a purpose-build Veeam Backup and repository server and utilizing a Synology NAS as a secondary backup copy repository utilizing an integrated Linux VM on the NAS to provide Veeam’s Linux Hardened Repository configuration for data immutability.

Project Engineering

Phase I – Hardware Staging and Deployment

- Kidwell will procure the selected Dell PowerEdge servers and storage array and associated licensing.
- Kidwell will apply all available software/firmware updates and begin staging the equipment for deployment.
- Kidwell will install the current version of VMware vSphere v8 to the new PowerEdge ESXI hosts and interconnect them with the PowerVault storage array.
- Kidwell will work with COC and Olsson to determine the appropriate naming and IP addresses for the infrastructure hardware and software.
- Kidwell will configure a Dell PowerEdge server as the primary Veeam Backup & Replication (VBR) Server and repository and interconnect it with the PowerVault array for direct SAN connections.
- Kidwell will deploy a new vCenter Server Appliance on the new hardware for management of the new ESXI hosts.
- Kidwell will configure the Synology NAS hardware and drives and connect and deploy a linux Virtual machine on the NAS to be configured as a Veeam Hardened Repository (VHR).

- Kidwell will configure VBR to utilize the Linux VM on the NAS as a VHR to store backup copy data.
- Kidwell will configure a minimum of two datastores on the storage array and present them to the ESXI hosts. The datastores will include an ISO/Template datastore and a virtual machine datastore.
- Kidwell will download the Windows Server ISO's and create a template with all available Windows Server updates applied to be utilized for VM deployment in Phase II.
- Kidwell will coordinate a time to deploy the new infrastructure hardware to the COC SCADA network.
- Kidwell will deploy the new hardware to the SCADA network and interconnect it with the existing switches, etc. All cabling will be labeled appropriately for easy of troubleshooting and management.
- Kidwell will configure a share from the backup NAS for Olsson to backup the SCADA configuration if required.

Phase II – VM Migration and Upgrades

- Kidwell will coordinate migrating the existing VM's from the old infrastructure hardware to the new.
- Kidwell will migrate the VM's to the new hardware and COC and Olsson will validate server functionality.
- Kidwell will work with COC and Olsson to determine the IP addresses and server names as well as virtual machine specification required for the new virtual machines.
- Kidwell will build five new virtual machines to the determined specifications utilizing the new Windows Server 2022 Standard licensing procured. If Windows Server 2022 is not compatible with any of the required applications, downgrade rights will be exercised and virtual machines using the compatible, supported versions of Windows Server will be utilized.
- Kidwell will configure two virtual machines as Domain Controllers and will coordinate and execute the migration of Active Directory and any other required services from the old VM's to the new.
- Kidwell will turn over the remaining virtual machines for application installation and configuration by Olsson.
- Kidwell will work with COC and Olsson to configure email alerting from the vCenter, infrastructure hardware and backup server including but not limited to hardware failure, VMware vSphere notifications and backup job status.
- Kidwell will work with COC and Olsson to connect the SCADA backup server to the Kidwell Veeam Service Provider Console for job reporting and management if required.

Phase III – Training and Documentation

- Kidwell will document the licensing, configuration and credentials of the SCADA network hardware and software deployed by Kidwell and will provide to the COC technical point of contact as required.
- Kidwell will create an as-built diagram of the hardware deployed to be included in the documentation and provided to a COC technical point of contact as required.
- Kidwell will review the configuration of the new infrastructure with the COC technical point of contact and review any required maintenance schedule and procedures, etc.

- Kidwell will be available as part of COC's Managed Services Agreement or as a T&M hourly engagement for any consultation or troubleshooting upon the conclusion of the infrastructure upgrade and deployment as specified in this project scope.

Items not included in proposal:

- Applications and Software Licensing not noted in the above scope phases.
- Hardware not noted in the above scope phases.
- Cabling or alteration of the existing premise cabling/wiring
- Any electrical runs and/or UPS devices.

Assumptions:

- Kidwell assumes that the City of Crete has a current VMware Essentials subscription for the SCADA network and is under a current support agreement with the ability to upgrade the existing version 5.5 licensing up to version 8. In the event that a current support agreement is not available or is being shared with the city VMware licensing, Kidwell will submit and process a change order for a separate VMware vSphere Essentials license.
- Kidwell assumes that five (5) Windows Server 2022 Client Access Licenses (CAL's) will be sufficient for all users accessing Microsoft services on the SCADA network. If additional license are required, Kidwell will submit and process a change order for additional CAL's.
- Kidwell assumes that the existing network switching, environmental controls and power infrastructure will support running both the old and new hardware simultaneously.
- Kidwell assumes that additional redundant parity (such as RAID 6 volumes) or hot-spare disks in the servers and storage array will be sufficient to satisfy the "two spare disk" requirement as specified in the RFP.
- Kidwell assumes that COC has and will continue to purchase support for any third-party applications. If any applications do not have support contracted or support contracts are unavailable, Kidwell will provide best effort support to troubleshoot the applications.
- Kidwell assumes that any third-party application vendors will provide support for migration and post-migration maintenance of their applications, both cloud-based and on-premise.
- Kidwell assumes that the COC has and will continue to maintain all software and applications under support agreements including but not limited to VMware, Microsoft, and any other applicable third-party applications.

Acceptance Criteria:

The project will be accepted as complete when the above items in project engineering section are met.

Important Contact Information:

Solutions Expert: Jason Muehlhausen – jmuehlhausen@kidwellinc.com – 402.817.3472

Service Desk: servicedesk@kidwellinc.com – 402.473.7787

Project Manager: Joey Beard – jbeard@kidwellinc.com – 402.473.7774

Executive Director of Technology: Shawn Phillips – sPhillips@kidwellinc.com – 402.898.4257

Additional Notes:

Kidwell does not warrant the functionality of hardware moved.

Troubleshooting ISP/Telco Lines not included.

Work to be done during regular business hours (Monday-Friday 8am – 5pm) unless other arrangements have been made with Kidwell or indicated as part of the scope document.

All hardware/software will be installed in accordance with the manufacturer's specifications.

Diagnosing existing hardware/software problems not included.

Kidwell does not warrant the functionality of owner's existing hardware or software. Kidwell will work with owner and/or software/hardware provider on T&M basis per owner's request.

Changes to proposed configurations are not included.

All Microsoft software will be installed using Microsoft Best Practices. Additional modifications and configurations are outside of the scope of this project.

Kidwell will provide service to the manufacturer's warranty for 30 days. After 30 days, Kidwell will work with the manufacturer on a T&M basis per owner's request.

Kidwell will warrant the installation per the scope for 30 days from acceptance.

Modifications made by the customer to the original installation will void Kidwell's warranty.

Any custom configurations are outside the scope of this project.



City of Crete

Mike Kalkwarf
 243 E 13th Street
 Box 86
 Crete, NE 68333
 United States

Jason Muehlhausen

jmuehlhausen@kidwellinc.com
 (402) 475-9151
 KIDQ19995
 1/2/2024

Replacement SCADA Hosts, SAN & Purpose Built

Description	Qty
Option #1 - Good	
Dell PowerEdge R350	1
- (1) Intel Xeon E-2388G 3.2GHz, 16M Cache, 8C/16T Processor	
- (2) 16GB UDIMM for 32GB of RAM total	
- (4) 4TB 7.2K RPM SAS Hard Drives, 3 Drives in RAID 5 for 8TB of Usable Space with a hotspare	
- (1) BOSS-S2 controller card + with 2 M.2 480GB (RAID 1) for OS	
- (1) Windows Server 2022 Essentials	
- (7) Years ProSupport Next Business Day Onsite Service	
Dell 12Gb HD-Mini to HD-Mini SAS Cable 2M to direct attach to storage array	2
Dell PowerEdge R450	2
- (1) Intel Xeon Silver 4310 2.1G, 12C/24T Processor	
- (2) 32GB RDIMM for 64GB of RAM	
- (3) 600GB Hard Drive SAS 10k Hard Drive in RAID 1 Mirror with Spare	
- (1) Broadcom 5720 Dual Port 1Gb LOM Network Card	
- (1) Broadcom 57416 Dual Port 10GbE BASE-T Network Card	
- (7) Years ProSupport Next Business Day Onsite Service	
Dell PowerVault ME5024 Storage Array	1
- (1) 12Gb SAS Connectivity Dual Controllers	
- (4) 12Gb HD-Mini to HD-Mini SAS Cable	
- (24) 1.2TB HDD 10K SAS Hard Drives in RAID 10 (6+6) to provide dual disk redundancy	
- (7) Years ProSupport Next Business Day Onsite Service	
- Estimated 13.09 TiB of Usable Space	
- Estimated 2714 IOPS Rated at 80/20 Read/Write Ratio	
Dell HBA355e Adapter SAS Adapter for storage array connectivity	2
Synology NAS	1
Synology 800GB PCIe M.2 SSD	2
Synology Plus Series 6TB Hard Drives	6
VMware vSphere Standard	1

LINCOLN

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KEARNEY

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Description	Qty
- 32 Cores - 3 Years	
Veeam Backup Essentials Universal Subscription License - Includes Enterprise Plus Edition features - 3 Years Subscription	1
Microsoft Windows Server 2022 Standard 16-Core License Pack	6
Microsoft Windows Server 2022 User CAL	5
Freight	1
Kidwell IT Implementation Services	
Option #1 - Good Total:	\$75,575.00

Option #2 - Kidwell Recommended - Better

Dell PowerVault ME5024 Storage Array - (1) 12Gb SAS Connectivity Dual Controllers - (4) 12Gb HD-Mini to HD-Mini SAS Cable - (4) 1.92TB SSD in RAID 5 (2+1) with Hot Spare - (10) 1.2TB HDD 10K SAS Hard Drives in RAID 5 (8+1) with Hot Spare - (7) Years ProSupport Mission Critical 4-Hour 7x24 Technical Support and Assistance - Estimated 12.22 TiB of Usable Space - Estimated 7325 IOPS Rated at 80/20 Read/Write Ratio	1
Dell PowerEdge R350 - (1) Intel Xeon E-2388G 3.2GHz, 16M Cache, 8C/16T Processor - (2) 16GB UDIMM for 32GB of RAM total - (4) 4TB 7.2K RPM SAS Hard Drives, 3 Drives in RAID 5 for 8TB of Usable Space with a hotspare - (1) BOSS-S2 controller card + with 2 M.2 480GB (RAID 1) for OS - (1) Windows Server 2022 Essentials - (7) Years ProSupport Next Business Day Onsite Service	1
Dell PowerEdge R450 - (1) Intel Xeon Silver 4314 2.4G, 16C/32T Processor - (4) 32GB RDIMM for 128GB of RAM - (3) 480GB Read Intensive SATA SSD in RAID 1 Mirror with Spare - (1) Broadcom 5720 Dual Port 1Gb LOM Network Card - (1) Broadcom 57416 Dual Port 10GbE BASE-T Network Card - (7) Years ProSupport Plus Mission Critical 4-Hour 7x24 Onsite Service with Emergency Dispatch	2

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Description	Qty
Dell 12Gb HD-Mini to HD-Mini SAS Cable 2M to direct attach to storage array	2
Dell HBA355e Adapter SAS Adapter for storage array connectivity	2
Synology NAS	1
Synology 800GB PCIe M.2 SSD	2
Synology Plus Series 6TB Hard Drives	6
VMware vSphere Standard	1
- 32 Cores	
- 3 Years	
Veeam Backup Essentials Universal Subscription License	1
- Includes Enterprise Plus Edition features	
- 3 Years Subscription	
Microsoft Windows Server 2022 Standard 16-Core License Pack	6
Microsoft Windows Server 2022 User CAL	5
Freight	1
Kidwell IT Implementation Services	

Option #2 - Kidwell Recommended - Better Total:

\$84,965.00

Option #3 - Best

Dell PowerVault ME5024 Storage Array	1
- (1) 12Gb SAS Connectivity Dual Controllers	
- (4) 12Gb HD-Mini to HD-Mini SAS Cable	
- (10) 1.92TB SSD in RAID 5 (8+1) with Hot Spare	
- (7) Years ProSupport Plus Mission Critical 7x24 Technical Support and Assistance	
- Estimated 13.93 TiB of Usable Space	
- Estimated 67,500 IOPS Rated at 80/20 Read/Write Ratio	
Dell PowerEdge R450	2
- (1) Intel Xeon Gold 5317 3G, 12C/24T Processor	
- (4) 32GB RDIMM for 128GB of RAM	
- (3) 480GB Mix Use SATA SSD in RAID 1 Mirror with Spare	
- (1) Broadcom 5720 Dual Port 1Gb LOM Network Card	
- (1) Broadcom 57416 Dual Port 10GbE BASE-T Network Card	
- (7) Years ProSupport Plus Mission Critical 4-Hour 7x24 Onsite Service with Emergency Dispatch	

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Proposal Terms & Conditions

If Kidwell's proposal is accepted, the following terms and conditions are deemed to be incorporated into the Agreement between Kidwell and the Customer identified on the previous pages:

Payments. All payments must be made in U.S. currency. Unless otherwise set forth, all payments are due upon receipt of the statement, and are delinquent 30 days after the date of the statement. Customer is responsible to pay all sales, use, excise and similar taxes, whether or not separately set forth on the statement. If any amount is not paid in full within 30 days of the date of the statement, interest will accrue on the unpaid balance at the rate of one percent (1%) per month until paid. Credit cards will not be accepted as payment of any amount.

Facilities. For services provided on the Customer's premises, Customer shall provide a safe work site for performance of the services, and shall provide such assistance as may be reasonably necessary for the efficient performance by Kidwell employees.

Disclaimer. The services will be performed in accordance with the Customer's approved work plan in a workmanlike manner determined by Kidwell to be most appropriate under the circumstances. Kidwell disclaims all warranties whether express or implied, including the warranties of merchantability and fitness for a particular purpose or use. Kidwell does not warrant that the services will meet Customer requirements or expectations; that the operation of the system will be uninterrupted, secure, virus-free, security breach intrusion-free, or error-free; or that Kidwell will detect or report intrusions or attempted intrusions; or that all system related errors will be corrected. Kidwell will transfer third party equipment warranties to the extent available and assignable. In the absence of a separate written agreement, Kidwell is not obligated to provide services, or to supply any software, parts or services, to rectify a problem, fault, or incident arising from, or to repair or replace a system which fails or develops an error due to: (i) external causes including force majeure events, (ii) hacking the network or other data security intrusion; or (iii) the effects of a virus.

Employees. Customer shall not hire, engage or employ any employee of Kidwell during the period ending twelve (12) months after the earlier of (i) the last date that Kidwell renders any services to Customer; or (ii) termination of the employee's employment with Kidwell. Kidwell shall be entitled to specific performance of this provision.

Confidentiality. Each party covenants and agrees to hold and keep the other party's confidential information in confidence and it will not disclose such confidential information to anyone without the other's prior written consent. The party receiving such confidential information will not use, or permit others to use, such confidential information for any purpose other than in accordance with this Agreement, and shall not make any unauthorized copy of any confidential information and will use its best efforts to avoid disclosure, dissemination or unauthorized use of the other's confidential information.

Remedies. The parties shall have the following remedies:

Correction. Customer's exclusive remedy for any error in services rendered by Kidwell shall be limited to correction of the error in workmanship through its time and efforts at no additional charge to Customer. If the error results from incorrect or incomplete data or information provided to Kidwell, Customer shall be liable to Kidwell for the cost to correct the error at its customary time and material charges.

Performance. If Customer defaults in payment or otherwise, Kidwell at its sole and exclusive option, shall have the right to suspend performance of the services until such default is cured, and such suspension shall be without liability or obligation to Customer or any third party, and without prejudice to the rights and remedies of Kidwell pursuant to this Agreement.

Limitation of Liability. Neither party shall be liable for incidental, consequential, indirect, special, punitive or exemplary damages of the other arising out of or in connection with this Agreement, including, but not limited to, loss of profits, revenue, data or use, incurred or suffered by the other party or any third party even if advised of the possibility of such damages. In no event shall Kidwell's liability for damages, losses or expenses as a result of negligence or otherwise exceed the amount of fees paid by Customer to Kidwell in the six (6) month period immediately preceding the act or omission causing such damage or loss. The amount of Kidwell's fee for services is a consideration in the limitation of its liability hereunder.

Independent Contractor. Kidwell and Customer have the relationship of independent contractors and neither is the agent, partner, joint venturer, or employee of or with the other and no fiduciary relationship between the parties exists. Neither party shall have the right to bind or obligate the other in any manner, nor shall it represent that it has any such right to do so.

Security. Customer acknowledges that Kidwell has no responsibility for the security of Customer's systems. Customer shall maintain security measures, procedures and practices to protect its computer systems, networks and data from unauthorized control, tampering, or any other unauthorized access. In the event of a security intrusion, Customer may select an independent security assessor to conduct a review of its security procedures, policies, and systems.

Governing Law. This Agreement shall be governed by and construed in accordance with substantive laws of the State of Nebraska.

Force Majeure. The performance by either party of any of the undertakings set forth in this Agreement shall not be deemed untimely to the extent any late performance or nonperformance is due to acts of God, acts of war, civil disturbance, natural disaster, fire, accident, neglect, misuse, vandalism, water, lightning, power failure, power surge or power spike, acts of government or court orders, or any other act or event beyond the control of the affected party.

Entire Agreement. This Agreement sets forth the entire agreement between the parties concerning the subject hereof, and supersedes all prior and contemporaneous written or oral negotiations and agreements between them concerning the subject matter hereof. No statement by any Kidwell employee or agent, whether oral or in writing, will create any warranty or obligation not set forth herein or otherwise modify this Agreement in any way whatsoever.

KIDQ19995



MASTER WORK ORDER #03

This exhibit dated April 2, 2024 is hereby attached to and made a part of the Master Agreement for Professional Services dated May 3, 2023 between the City of Crete, NE ("Client") and Olsson, Inc. ("Olsson") providing for professional services. Olsson's Scope of Services for the Work Order is as indicated below.

PROJECT DESCRIPTION AND LOCATION

Project Description: 2024 SCADA Improvements
Project Location: Crete, Nebraska

GENERAL

Olsson has acquainted itself with the information provided by Client relative to the project and based upon such information offers to provide the services described below for the project. Client warrants that it is either the legal owner of the property to be improved by this Project or that Client is acting as the duly authorized agent of the legal owner of such property.

Olsson shall provide the following services ("Scope of Services") to Client for the Project and deliver the deliverables ("Deliverables") which will include custom intellectual property ("Custom IP") incorporated into commercial hardware and/or software ("Commercial Products") provided by Client. Should Client request work in addition to the Scope of Services, Olsson shall invoice Client for such additional services (Optional Additional Services) at the standard hourly billing labor rate charged for those employees actually performing the work, plus reimbursable expenses if any. Olsson shall not commence work on Optional Additional Services without Client's prior written approval.

Client acknowledges that Olsson's ability to perform the services and deliver the Deliverables will require Client to perform certain tasks, which shall be mutually agreed upon and set forth in the Scope of Services, including, but not limited to, the supply of commercial hardware and/or software. Client hereby agrees to perform its obligations in accordance with such requirements in a commercially reasonable manner. Furthermore, the Parties acknowledge that Client's failure to perform its material obligations may adversely affect Olsson's ability to meet its obligations hereunder and the Parties hereby agree to negotiate in good faith to arrive at an equitable adjustment to the terms of this Work Order to compensate Olsson for such additional effort and costs directly caused by Client's delay or failure to perform.

Olsson retains sole and exclusive ownership of all rights in the Custom IP (as more specifically described in "Scope of Services") and hereby grants to Client a perpetual, irrevocable, fully paid-up, royalty free, transferable, sublicensable (through multiple levels of sublicensees), worldwide, non-exclusive right and license under Olsson's intellectual property rights, to use, reproduce, distribute, display and perform (whether publicly or otherwise), prepare derivative works of and otherwise modify, make, import and otherwise use and exploit (and have others exercise such rights on behalf of Client) all or any portion of the Custom IP incorporated into the Deliverables and/or Services for use in connection with the Project (including without limitation its distribution

of products or provision of services to third parties). The license granted herein shall commence upon on Olsson's receipt of all payments under this Work Order and shall continue in perpetuity and without regard to the Term of this Work Order. Any modification of all or any portion of the Custom IP (even for use in connection with the Project) and/or any use of all or any portion of the Custom IP unrelated to the Project will be at Client's sole risk and without liability or legal exposure to Olsson, or to Olsson's independent professional associates or consultants, and Client shall indemnify and hold harmless Olsson and Olsson's independent professional associates and consultants from all claims, damages, losses and expenses including attorney fees arising out of or resulting therefrom.

To the extent legally permitted, Client hereby assigns to Olsson all licenses, guarantees, and/or warranties extended to Client by the manufacturer, seller and/or licensor of the Commercial Products. Client acknowledges and agrees that Olsson makes no guarantees or warranties with regard to the Commercial Products.

In performing this Work Order, the parties may disclose to each other written, oral, electronic, graphic, machine-readable, tangible or intangible, non-public, confidential or proprietary data or information in any form or medium, including but not limited to: (1) information of a business, planning, marketing, conceptual, design, or technical nature; (2) models, tools, hardware, software or source code; and (3) any documents, videos, photographs, audio files, data, studies, reports, flowcharts, works in progress, memoranda, notes, files or analyses that contain, summarize or are based upon any non-public, proprietary or confidential information (hereafter referred to as the "Information"). The Information is not required to be marked as confidential. Therefore, Olsson and Client agree that the party receiving Information from the other party to this Work Order (the "Receiving Party") shall keep Information confidential and not use the Information in any manner other than in connection with the performance of this Work Order without prior written approval of the party disclosing Information (the "Disclosing Party") unless Client is a public entity and the release of Information is required by law or legal process. Notwithstanding the foregoing, Client is authorized to use the Information and disclose the Information to third parties in connection with the Project (including the authorized use and/or modification of the Custom IP). Notwithstanding the foregoing, Olsson is authorized, to use, display, reproduce, publish, transmit, and distribute Information (including, but not limited to, videos and photographs of the Project) on and in any and all formats and media (including, but not limited to, Olsson's internet website) throughout the world and in all languages in connection with or in any manner relating to the marketing, advertising, selling, qualifying, proposing, commercializing, and promotion of Olsson and/or its services and business and in connection with any other lawful purpose of Olsson.

SCOPE OF SERVICES

Olsson shall provide the following services (Scope of Services) to Client for the Project:

Phase 300 – 2024 SCADA Improvements

The existing Crete SCADA system provides monitoring and control for water, wastewater, and electric metering and substations. The current hardware platform was installed in approximately 2008 with various minor upgrades performed in 2016 and 2018.

The overall scope of this project is to replace upgrading all SCADA virtual infrastructure hardware, operating systems, and application software plus the upgrading of several older PLC controllers that are at or near obsolete status.

The scope of work for this work order is to assist with procurement, install new application software, configure and commission new software,

1. Assist Crete with the procurement of new virtual infrastructure from Kidwell Electric.
 - a. Olsson will assist Kidwell with identifying and transferring existing SCADA infrastructure, computer name, IP addresses, etc.
 - i. Note: Kidwell equipment and services are not included in this agreement. Crete to contract directly with Kidwell. Kidwell Electric to provide and configure new servers, storage area network, operating systems, VMWare ESXi, and Veeam backup solution.
2. Update SCADA system information spreadsheet and supporting documentation. Create inventory of all SCADA hardware and software.
3. Procure and install the following application software upgrades on new infrastructure.
 - a. Schneider Electric PME. Upgrade to current version.
 - b. Microsoft SQL Server (for PME). Upgrade to current version.
 - c. AVEVA System Platform. Upgrade to current version.
 - d. ACP Thin Manager. Upgrade to current version.
 - e. Rockwell Studio 5000. Upgrade to current version.
 - f. Exele TopView. Upgrade to current version.
 - g. Connected Components workbench, for Micro820 PLCs.
4. Provide, install, and configure new Allen Bradley Micro820 PLCs to replace obsolete CompactLogix L35E. This will free up four L35E processors as spares.
 - a. Well 1
 - b. Well 3
 - c. Well 7
 - d. Water Tower
5. Provide, install, and configure new Allen Bradley Micro820 PLCs to replace obsolete Micro1400 PLCs.
 - a. Hwy33 Lift Station
 - b. Farrington Lift Station.
6. Provide one spare Allen Bradley 1769-L33ER processor for Wastewater plant PLCs.
7. Provide one (1) spare Advantech thin client.

Should Client request work in addition to the Scope of Services, Olsson shall invoice Client for such additional services (Optional Additional Services) at the standard hourly billing labor rate charged for those employees actually performing the work, plus reimbursable expenses if any. Olsson shall not commence work on Optional Additional Services without Client's prior written approval.

Olsson agrees to provide all of its services in a timely, competent and professional manner, in accordance with applicable standards of care, for projects of similar geographic location, quality and scope.

SCHEDULE FOR OLSSON'S SERVICES

Unless otherwise agreed, Olsson expects to perform its services under the Work Order as follows:

Anticipated Start Date: April 8, 2024
Anticipated Completion Date: December 31, 2024

Olsson will endeavor to start its services on the Anticipated Start Date and to complete its services on the Anticipated Completion Date. However, the Anticipated Start Date, the Anticipated Completion Date, and any milestone dates are approximate only, and Olsson reserves the right to adjust its schedule and any or all of those dates at its sole discretion, for any reason, including, but not limited to, delays caused by Client or delays caused by third parties.

COMPENSATION

Client shall pay to Olsson for the performance of the Scope of Services, the actual time of personnel performing such services on an hourly cost basis times a factor of 3.085 for services rendered by our principals and employees engaged directly on the Project, and all actual reimbursable expenses in accordance with Reimbursable Expense Schedule attached to this Work Order. Olsson shall submit invoices on a monthly basis and payment is due within 30 calendar days of invoice date.

Olsson's Scope of Services will be provided on a time and expense basis not to exceed One Hundred Thirty-Seven Thousand Dollars (\$137,000).

TERMS AND CONDITIONS OF SERVICE

We have discussed with you the risks, rewards and benefits of the Project, the Scope of Services, and our fees for such services and the Work Order represents the entire understanding between Client and Olsson with respect to the Project. The Work Order may only be modified in writing signed by both parties.

Client's designated Project Representative shall be Tom Ourada.

If this Work Order satisfactorily sets forth your understanding of our Work Order, please sign in the space provided below. Retain a copy for your files and return an executed original to Olsson, 601 P Street, Suite 200, Lincoln, Nebraska 68508. This proposal will be open for acceptance for a period of 30 days from the date set forth above, unless changed by us in writing.

OLSSON, INC.



By _____
Nathan Chapman, PE

By Warren Humphrey
Warren Humphrey, PE

By signing below, you acknowledge that you have full authority to bind Client to the terms of the Work Order. If you accept this Work Order, please sign:

CITY OF CRETE, NE

By _____
Signature

Print Name _____

Title _____

Dated: _____

Attachments

Reimbursable Expense Schedule



REIMBURSABLE EXPENSE SCHEDULE

The expenses incurred by Olsson or Olsson's independent professional associates or consultants directly or indirectly in connection with the Project shall be included in periodic billing as follows:

<u>Classification</u>	<u>Cost</u>
Automobiles (Personal Vehicle)	\$0.655/mile*
Suburban's and Pick-Ups	\$0.75/mile*
Automobiles (Olsson Vehicle)	\$95.00/day
Other Travel or Lodging Cost	Actual Cost
Meals	Actual Cost
Printing and Duplication including Mylars and Linens	
In-House	Actual Cost
Outside	Actual Cost
Postage & Shipping Charges for Project Related Materials including Express Mail and Special Delivery	Actual Cost
Film and Photo Developing	Actual Cost
Telephone and Fax Transmissions	Actual Cost
Miscellaneous Materials & Supplies Applicable to this Project	Actual Cost
Copies of Deeds, Easements or other Project Related Documents	Actual Cost
Fees for Applications or Permits	Actual Cost
Sub-Consultants	Actual Cost
Taxes Levied on Services and Reimbursable Expenses	Actual Cost

*Rates consistent with the IRS Mileage Rate Reimbursement Guidelines (Subject to Change).