

DATE SUBMITTED April 24, 2019
 SUBMITTED BY Public Services
 DATE ACTION REQUIRED May 1, 2019

COUNCIL ACTION
 PUBLIC HEARING REQUIRED ()
 RESOLUTION ()
 ORDINANCE 1ST READING ()
 ORDINANCE 2ND READING ()
 CITY CLERK'S INITIALS ()

**IMPERIAL CITY COUNCIL
 AGENDA ITEM**

SUBJECT: Smart Covers DISCUSSION/ACTION: 1. Discuss, Approve/Disapprove purchase of Smart Covers.	
DEPARTMENT INVOLVED: Public Services Waste Water	
BACKGROUND/SUMMARY: City is looking into smart covers system. Requesting to purchase 4 as a trial basis. Confirmed with Alex Estrada, IT Director, that Smart Covers will work with SCADA system. Items were budgeted as a capital expense.	
FISCAL IMPACT: \$20,721.26 – Smart Cover Systems 100% Waste Water	FINANCE INITIALS _____
STAFF RECOMMENDATION: Approval	DEPT. INITIALS _____
MANAGER'S RECOMMENDATION: n/a	CITY MANAGER'S INITIALS _____
MOTION: SECONDED: AYES: NAYES: ABSENT:	
APPROVED () REJECTED () DISAPPROVED () DEFERRED () REFERRED TO:	

Jackie Loper

From: Edgar Self
Sent: Wednesday, April 17, 2019 1:14 PM
To: Jackie Loper
Cc: Isaiah Gonzalez; Chris Kemp
Subject: FW: SmartCover Systems - Tri-State - Follow Up
Attachments: City of Imperial - SmartFLOE 4 Unit Quote.pdf; MKT-104-A SmartFLOE.PDF

From: Eric Van Cleave [<mailto:evcleave@smartcoversystems.com>]
Sent: Wednesday, October 17, 2018 10:52 AM
To: Edgar Self
Subject: Re: SmartCover Systems - Tri-State - Follow Up

Hi Eddy,

Thank you for taking the time to speak with me this morning. Per our conversation, I have attached a quote for '4' SmartFLOE units. These units monitor level for SSO prevention and can do Flow Estimation using Manning's Equation. Since we use Manning's Equation to estimate flow, please see the criteria below:

- Single straight through channel (no intersecting pipes)
- No bends in the pipe
- Water levels are not above the shelf
- Pipe size 8 inches or bigger

I have also quoted our Standard 15' Cable. If any of the locations you are looking to monitor are deeper than 18', please let us know so I can revise the quote for our 25' cable. I have also included our SmartFLOE brochure for reference.

Let me know if you have any questions or need anything else. My cell is 760.224.9526.

Best Regards,



Eric Van Cleave
Sales Engineer, SmartCover Systems

[760-291-1980](tel:760-291-1980) | smartcoversystems.com
2067 Wineridge Place, Suite E, Escondido, CA 92029

IMPORTANT: The contents of this email and any attachments are confidential. They are intended for the named recipient(s) only. If you have received this email by mistake, please notify the sender immediately and do not disclose the contents to anyone or make copies thereof.

On Tue, Oct 16, 2018 at 1:52 PM, Eric Van Cleave <evcleave@smartcoversystems.com> wrote:
Hi Eddy,

I received your voice message. Thank you for replying so quickly. Unfortunately, I have Jury Duty today and currently only available by email. I should be able to give you a call this afternoon or tomorrow to further discuss.

Best Regards,



Eric Van Cleave

Sales Engineer, SmartCover Systems

[760-291-1980](tel:760-291-1980) | smartcoversystems.com

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On Tue, Oct 16, 2018 at 1:35 PM, Eric Van Cleave <evccleave@smartcoversystems.com> wrote:
Hi Eddy,

I hope you are doing well. I had a conversation with Jackie Loper a few weeks ago at Tri-State. Jackie asked that I reached out to you again to see if we could further discuss (phone or in-person meeting) our SmartCover units and how they could be beneficial for the City of Imperial.

My cell is 760.224.9526. I look forward to hearing from you again soon!

Best Regards,



Eric Van Cleave

Sales Engineer, SmartCover Systems

[760-291-1980](tel:760-291-1980) | smartcoversystems.com

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**SmartFLOE[®] - Flow Level Optimized Estimation (FLOE) Quotation
4 SmartFLOE Units**

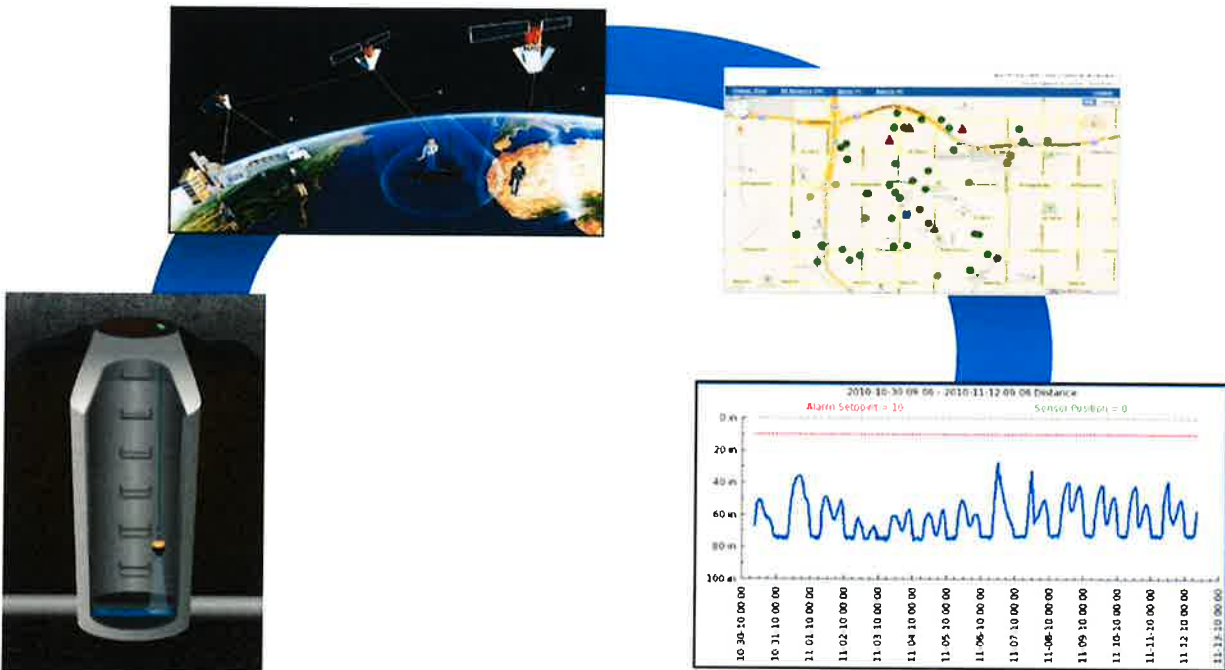
For

City of Imperial

Attention: Eddy Self

**Presented
by**

SmartCover[®] Systems[™]



Quotation Date: 10/17/2018
Quote Validity: 60 Days
By: Eric Van Cleave
evcleave@smartcoversystems.com
760.224.9526

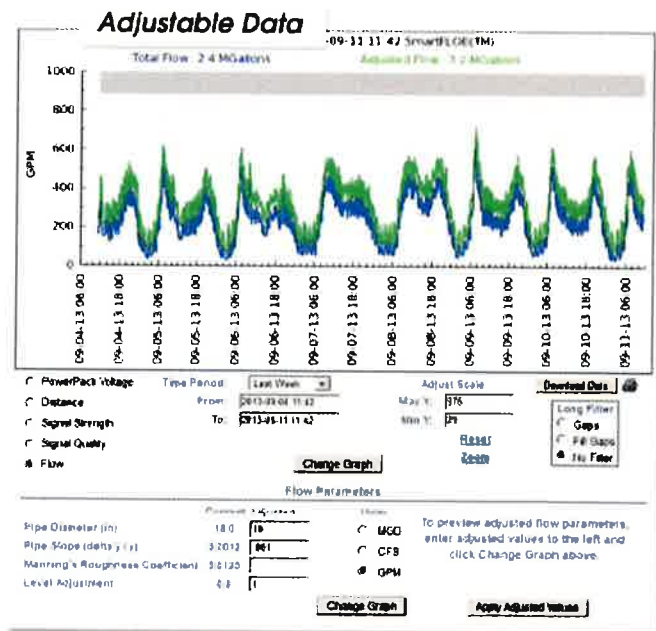
SmartFLOE®

Flow measurement is a valuable management metric for any open channel water conveyance system. However, conventional flow measurement methods can be expensive and complex, posing challenges with regard to reliability, data collection and ease of maintenance.

The patent pending SmartFLOE™ Flow Estimation System solves these problems by providing a low-cost, low maintenance, high reliability method for remote flow measurement and communication. Using the core SmartCover® technology for non-contact remote monitoring and global data communication, the advanced SmartFLOE™ algorithm provides ongoing real-time measurement of flow rate.

Under proper flow conditions, SmartFLOE™ can be used to provide highly repeatable flow measurements or be calibrated to arbitrary accuracy to a previously calibrated instrument. Flow over weirs and through flumes can also be calculated. Knowledge of flow conditions during wet weather events compared to dry weather flow can help support a rigorous I&I assessment program.

With user-definable alarm settings, the SmartFLOE™ system can warn of impending overflow issues before they occur, communicating to assigned personnel via email or text. Users are kept informed of the system's operating status so that maintenance and preventive measures can be planned well in advance.



SmartCover[®] Systems[™] (SCS) is pleased to provide the following Proposal for:
SmartFLOE[®] (SF) FLOE Level Optimized Estimation (FLOE)

In this document please find:

- **SECTION 1: Pricing Summary**
- **SECTION 2: Additional Terms and Conditions, Limited Warranty**
- **SECTION 3: Customer Acceptance**

SECTION 1: Pricing Summary

Part Number	Description	Unit Qty	Unit Price	Extended Price
SF-Q-S-15	SmartFLOE® System Components <ul style="list-style-type: none"> • E-Box System Control with onboard computer, modem, digital radio; fully potted and IP-68 rated. • Distance Sensing Module (DSM) with 4" to 79" sensor range, with 15' cable. • PowerPack®- lithium thionyl chloride battery with high power density. • E-Square™ antenna, including antenna and installation kit. • Mounting bracket kit- three-part amounting bracket set made of heavy gauge, hard-anodized aluminum; includes all mounting hardware. 	4	\$3,746	\$14,984
System Parts Warranty	ONE (1) Year, System Parts-Only Warranty <ul style="list-style-type: none"> • Limited Parts-Only Warranty on all SmartCover® System™ hardware. • See Warranty Statement for complete details- Section 6 	4	Included	Included
PowerPack™ Warranty	TWO (2) Year, PowerPack Warranty <ul style="list-style-type: none"> • Limited Parts-Only Warranty on the PowerPack™ 	4	Included	Included
ASM-SF1	Active Site Management (ASM), One-Year. Comprehensive support services including: <ul style="list-style-type: none"> • Software subscription with <i>unlimited number of users</i> accessed with secure user name and password • Complete maintenance of all cloud based software • Regular feature updates and upgrades including the all new <i>SmartTrend™</i>. • Hosting of data storage – unlimited data storage • Iridium Satellite connectivity service with bi-directional communication. • Advisories, Maintenance Alerts and Alarms issued to customer defined personnel via email and/or text message • Ongoing technical support via phone or online. 	4	\$595	\$2,380
IST-1	Dedicated Customer Website: Initial Set-up & Training (IST) <ul style="list-style-type: none"> • Dedicated Customer Website set-up and training • Browser-based, secure user access • Includes map view, site-specific data and information • Alarm and Advisories set-up • Comprehensive training for login, website features and website functions <p><i>Note: this is a one-time charge for new customers and does not apply to follow-on orders.</i></p>	1	\$900	\$900
Installation Labor	Installation labor completed by trained SmartCover tech.	4	\$300	\$1,200
Tax	Sales Tax for Imperial – 7.75%	1	N/A	\$1,161.26
Shipping	Shipping and Handling Ground shipment FOB Escondido, CA	1	N/A	\$96
TOTAL	All items above			\$20,721.26

Delivery

- **Standard:** Six (6) weeks upon receipt of a Purchase Order and with receipt of complete engineering and site information from the customer as requested.
- All customers will be notified of the shipment date upon Order Acknowledgement.
- Actual availability may vary depending on total demand. The “Standard six weeks” is not a guarantee but a good faith estimate. It is strongly recommended that order be placed as early as possible. Reasonable efforts will be made to provide earlier delivery if requested.

Pricing Terms and Conditions

- Payment: Net 30 days
- Late charges: A service charge of 1.5% per month may be added to all balances unpaid 30 days after invoice date.
- Cancellations: for all orders of less than \$10,000, cancellation is accepted prior to shipment. For orders equal to or greater than \$10,000, a 15% restocking charge is applied for cancellation.
- Returns: returns are accepted with a valid Return Material Authorization (RMA) number only.
- Failure to pay in accordance with these terms may void all warranties.

<u>Ongoing Costs</u>			
After the first year of operation, the following fees will provide <i>continued comprehensive services</i> including <i>software support, data storage, upgrades, added features, and satellite connectivity</i> . These are <i>annual charges</i> paid prior to the start of the year.			
Part number	Months covered	Payment schedule	Cost per year
<u>Active Site Management (ASM) (Required)</u> Website Access, software subscription, satellite connectivity, data analysis, data storage, trend advisories, maintenance alerts, alarms, online S/C monitoring.			
ASM-SF1R	12	Every year	\$595 Each
ASM-SF2R	24	Every other year	\$1,107 Each
<u>PowerPack™ Warranty (Optional)</u> PARTS-ONLY, PowerPack™ Warranty for each installation, offering unlimited replacements during the Warranty term.			
PW-5C1R	12	Every year	\$199 Each
PW-5C-2YR	24	Every other year	\$358 Each
<u>Systems Parts Warranty Extension (Optional)</u> PARTS-ONLY, Warranty for each installation, covers: E-Box System Control, Distance Sensing Module (DSM), antenna, and mounting brackets			
EW-SF1R	12	Every year	\$399 Each
EW-SF2R	24	Every other year	\$742 Each

SECTION 2. Additional Terms & Conditions, Limited Warranty

Mutual Hold Harmless

SCS agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Customer from any and all claims that may arise, or damages that may result, to SCS or SCS staff to the extent caused by SCS's negligence during the performance of this contract. Customer agrees, to the fullest extent permitted by law, to indemnify and hold harmless SCS, its officers, directors, employees and subcontractors (collectively, SCS) from any and all claims that may arise, to the extent caused by the Customer's negligent acts in connection with the installation, operation, or use of the SmartCover® System™, and the acts of its contractors, subcontractors or consultants or anyone for whom the Customer is legally liable. Neither SCS nor the Customer shall be obligated to indemnify the other party in any manner whatsoever for the other party's negligence.

Loss of Communications

Customer acknowledges that SCS is not responsible for the loss of wireless communication or internet communications or any communications used in the operation of this system.

Advisory Only

The SmartCover® System™ is an advisory service only. As such, SCS and its founders, owners, or staff are not responsible for any damage of any kind or from any cause whatsoever that may result from, in relation to, in connection with, due to, or as a result of the installation or operation of the system, including without limitation, equipment failure, or any consequential damages caused by, or resulting from, the use or installation of the SmartCover® system.

Limited Warranty

The equipment components of the SmartCover® System™ are warranted free from material defects of material and workmanship for a period of one year from the date of installation. Unless otherwise stated, the SCS warranty herein is a parts-only warranty. Should the Customer discover any condition that might invoke a warranty claim, they are to expeditiously and without delay notify the SCS Technical Services group. Upon notification, SCS will assess and instruct the user on follow-on actions. Should a component fail as a result of a defect in material or workmanship, SCS will replace the component or repair it at the SCS location. For all valid warranty claims, as determined by SCS, reasonable freight charges to and from Customer shall be paid by SCS. In all cases, SCS shall determine the shipping method and/or carrier unless otherwise agreed to in writing by Customer and SCS. Upon approval of a warranty failure by SCS, SCS will either repair or replace the defective component at SCS' sole discretion.

The foregoing warranty is exclusive. Repair or replacement in the manner provided above shall be the sole and exclusive remedy for breach of warranty and shall constitute fulfillment of all liabilities of SCS with respect to the quality and performance of the products. This warranty does not cover damage or repairs or replacements by any cause beyond the control of SCS, including acts of nature, improper use, lack of proper maintenance, vandalism, or unauthorized repair. SCS shall not be liable for any actual, exemplary, indirect or consequential damages, including damages for loss of goodwill or profits and/or losses, that stem from a failure or malfunction of the SmartCover® System™.

SmartCover® Systems™ does not provide traffic control. Customer must provide traffic control for installation and servicing of all units.

In no event shall SCS's liability, whether in contract or in tort (including negligence and strict liability), exceed the price of the Product from which such liability arises.

SECTION 3: Acceptance

The undersigned have read, acknowledge and agree to this offer.
Please include this entire document with Purchase Order.

Signatures

SmartCover Systems

City of Imperial

Signature

Signature

Eric Van Cleave

Printed Name

Title

Date: 10/17/2018

Date