

**CITY CLERK
ORIGINAL**

**C-11257
10/25/2016**

**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
VERTECH INDUSTRIAL SYSTEMS, LLC**

THIS LINKING AGREEMENT (this "Agreement") is entered into as of this *25* day of *October*, 2016, between the City of Glendale, an Arizona municipal corporation (the "City"), and Vertech Industrial Systems, LLC, a Arizona limited liability company ("Contractor"), collectively, the "Parties."

RECITALS

- A. On July 3, 2013, under the S.A.V.E. Cooperative Purchasing Agreement, the City of Peoria entered into a contract with Contractor to purchase the goods and services described in the Instrumentation and Control Design and Programming Services Contract ACON27513 ("Cooperative Purchasing Agreement"), which is attached hereto as Exhibit A. The Cooperative Purchasing Agreement permits its cooperative use by other governmental agencies including the City.
- B. Section 2-149 of the City's Procurement Code permits the Materials Manager to procure goods and services by participating with other governmental units in cooperative purchasing agreements when the best interests of the City would be served.
- C. Section 2-149 also provides that the Materials Manager may enter into such cooperative agreements without meeting the formal or informal solicitation and bid requirements of Glendale City Code Sections 2-145 and 2-146.
- D. The City desires to contract with Contractor for supplies or services identical, or nearly identical, to the supplies or services Contractor is providing other units of government under the Cooperative Purchasing Agreement. Contractor consents to the City's utilization of the Cooperative Purchasing Agreement as the basis of this Agreement, and Contractor desires to enter into this Agreement to provide the supplies and services set forth in this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated by reference, and the covenants and promises contained in this Linking Agreement, the parties agree as follows:

1. **Term of Agreement.** The City is purchasing the supplies and/or services from Contractor pursuant to the Cooperative Purchasing Agreement. According to the Cooperative Purchasing Agreement purchases can be made by governmental entities from the date of award, which was July 3, 2013, until the date the contract expires on July 31, 2017, unless the term of the Cooperative Purchasing Agreement is extended by the mutual agreement of the original contracting parties. The Cooperative Purchasing Agreement, however, may not be extended beyond July 31, 2018. The initial period of this Agreement, therefore, is the period

7/28/16

from the Effective Date of this Agreement until July 31, 2017. The City Manager or designee, however, may renew the term of this Agreement for one (1) one-year periods until the Cooperative Purchasing Agreement expires on July 31, 2018. Renewals are not automatic and shall only occur if the City gives the Contractor notice of its intent to renew. The City may give the Contractor notice of its intent to renew this Agreement 30 days prior to the anniversary of the Effective Date to effectuate such renewal.

2. Scope of Work: Terms, Conditions, and Specifications.

- A. Contractor shall provide City the supplies and/or services identified in the Scope of Work attached as Exhibit B.
- B. Contractor agrees to comply with all the terms, conditions and specifications of the Cooperative Purchasing Agreement. Such terms, conditions and specifications are specifically incorporated into and are an enforceable part of this Agreement.

3. Compensation.

- A. City shall pay Contractor compensation at the same rate and on the same schedule as provided in the Cooperative Purchasing Agreement, which is attached hereto as Exhibit C.
- B. The total purchase price for the supplies and/or services purchased under this Agreement shall not exceed one hundred fifty thousand dollars (\$150,000) annually or three hundred thousand dollars (\$300,000) for the entire term of the Agreement (initial term plus any renewals).

4. Cancellation. This Agreement may be cancelled pursuant to A.R.S. § 38-511.

5. Non-discrimination. Contractor must not discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, national origin, age, marital status, sexual orientation, gender identity or expression, genetic characteristics, familial status, U.S. military veteran status or any disability. Contractor will require any Sub-contractor to be bound to the same requirements as stated within this section. Contractor, and on behalf of any subcontractors, warrants compliance with this section.

6. Insurance Certificate. A certificate of insurance applying to this Agreement must be provided to the City prior to the Effective Date.

7. E-verify. Contractor complies with A.R.S. § 23-214 and agrees to comply with the requirements of A.R.S. § 41-4401.

8. No Israel Boycott. The Parties agree that they are not currently engaged in, and agree that for the duration of the Agreement they will not engage in, a boycott of Israel, as that term is defined in A.R.S. §35-393.

9. **Notices.** Any notices that must be provided under this Agreement shall be sent to the Parties' respective authorized representatives at the address listed below:

City of Glendale
c/o Anthony Weathersby
7070 W Northern Ave
Glendale, Arizona 85303
623-930-4108

and

Vertech Industrial Systems, LLC
c/o Michelle Hammer
4409 E Baseline Rd, #127
Phoenix, AZ 85042

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year set forth above.

"City"

"Contractor"

City of Glendale, an Arizona
municipal corporation

Vertech Industrial Systems, LLC,
an Arizona limited liability company

By:



Kevin R. Phelps
City Manager

By:



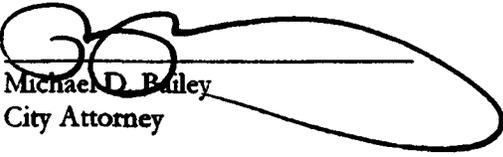
Name: Titus Crabb
Title: President

ATTEST:



Julie K. Bower (SEAL)
City Clerk

APPROVED AS TO FORM:



Michael D. Bailey
City Attorney

**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
VERTECH INDUSTRIAL SYSTEMS, LLC**

EXHIBIT A
Instrumentation and Control Design and Programming Services Contract ACON27513



**City of Peoria, Arizona
Notice of Request for Proposal
for Professional Services**



Request for Proposal No: **P13-0071** Proposal Due Date: **May 13, 2013**
 Services: **Instrumentation and Control Design and Programming Services** Proposal Time: **5:00 P.M. AZ Time**
 Project No: _____ Purchasing Agent: **Jennifer Miller**
 Location: **City of Peoria, Materials Management** Phone: **(623) 773-7115**
 Mailing Address: **9875 N. 85th Avenue, 2nd Floor, Peoria, AZ 85345**

In accordance with City of Peoria Procurement Code, competitive sealed proposals for the services specified will be received by the City of Peoria Materials Management at the specified location until the date and time cited above. Proposals shall be in the actual possession of the City of Peoria Materials Management on or prior to the exact date and time indicated above. Late proposals will not be considered, except as provided in the City of Peoria Procurement Code. Proposals shall be submitted in a sealed envelope with the Request for Proposal number and the offeror's name and address clearly indicated on the front of the envelope. All proposals shall be completed in ink or typewritten. Offerors are strongly encouraged to carefully read the entire Request for Proposal Package.

OFFER

To the City of Peoria: The undersigned, on behalf of the entity, firm, company, partnership, or other legal entity listed below, offers on its behalf to the City a proposal that contains all terms, conditions, specifications and amendments in the Notice of Request for Proposal issued by the City. Any exception to the terms contained in the Notice of Request for Proposal must be specifically indicated in writing and are subject to the approval of the City prior to acceptance. The signature below certifies your understanding and compliance with Paragraph 1 of the City of Peoria Standard Terms and Conditions (form COP 202) contained in the Request for Proposal package issued by the City.

For clarification of this offer contact: Telephone: **480.756.2200** Fax: **877.387.0277**
 Name: Michelle Hammer Email: mhammer@vertech.com
Vertech Industrial Systems, LLC Authorized Signature for Offer
 Company Name
4409 E Baseline Rd., #127 Michelle Hammer
 Address Printed Name
Phoenix AZ 85042 Account Executive
 City State Zip Code Title

ACCEPTANCE OF OFFER AND CONTRACT AWARD (For City of Peoria Use Only)

Your offer is accepted by the City, subject to approval of each written exception that your proposal contained. The contract consists of the following documents: 1.) Request for Proposal issued by the City; 2.) Your offer in Response to the City's Request for Proposal; and 3.) This written acceptance and contract award.

As the awarded professional service provider, you are now legally bound to provide the services listed by the attached award notice, based on the solicitation of proposals, including all terms, conditions, specifications, amendments and your offer as now accepted by the City. The professional service provider shall not commence any billable work or provide any services under this contract until the professional service provider receives an executed Purchase Order or a Notice to Proceed.

Attested by: [Signature]
 Rhonda Germinsky, City Clerk

City of Peoria, Arizona. Effective Date: July 3, 2013

Approved as to form: [Signature]
 Stephen M. Kemp, City Attorney



CC: _____

Contract Number: ACON 27513

Contract Awarded Date: July 2, 2013
[Signature]
 Dan Zenko, Materials Manager

Official File: _____

A CON 27513



Scheduled Services

Control system consulting or repair services scheduled more than one week in advance are considered scheduled services.

High Priority Services

For High Priority services, if control system consulting or repair services are required with less than one week advance notice, a minimum 48 hour notice is required.

Emergency Services

Occasionally circumstances such as plant outages or equipment failures require a rapid response. For emergency services, a minimum four (4) hour notice is required.

High Priority and Emergency Rates

The rates presented below are for scheduled services. For High Priority and Emergency services, clients may be invoiced at overtime rates at Vertech's sole discretion.

Engineering / Programming:

Type	Rate*	Example
Programmer 3	\$130.00/hour	John Wolnisty, Steven Gontarz (Category 3)
Programmer 2	\$120.00/hour	John James, Kris Grindstaff (Category 2)
Programmer 1	\$110.00/hour	Jesse Wilson, Chad Charman (Category 1)

Technicians, Level 1, 2, 3:

Type	Rate*
Level 3	\$90.00/hour
Level 2	\$75.00/hour
Level 1	\$65.00/hour

Travel and Expenses

Travel time is charged from the time our personnel leave the office to the time they arrive on the job site. Travel time is billed at half the applicable rate as defined above. Travel expenses are charged as follows:

Cost	Charge
Mileage	GSA Mileage
Materials	Cost plus 20%

* Overtime will be invoiced at 1 ½ times the standard rate on any time accrued over 40 hours per week.



4409 East Baseline Road, Suite 127
Phoenix, AZ 85042
480-756-2300 | 877-387-0277 FAX

Ms. Jennifer Miller
CITY OF PEORIA
9875 N. 85th Avenue, 2nd Floor
Peoria, AZ 85345

RE: **RFP P13-0071**
Instrumentation and Control Design and Programming Services

Dear Ms. Miller:

This proposal pertains to the **Instrumentation and Control Design and Programming Services, RFP P13-0071**. We are an integration firm that specializes in these services. We are interested and qualified to provide these services for the City of Peoria, Arizona.

On following pages, I will provide more detail on our unique qualifications:

- ⇒ A comprehensive software and project approach with a proven record of success
- ⇒ A strong record of client satisfaction and superior service
- ⇒ Our SCADA software standards development experience and certifications
- ⇒ In depth knowledge of PLC programming software
- ⇒ A reliable system in place for emergency coverage: 24 hours a day, 7 days a week, 365 days of the year

Thank you for this opportunity. I look forward to meeting with you to discuss why Vertech is your best choice for **Instrumentation and Control Design and Programming Services**.

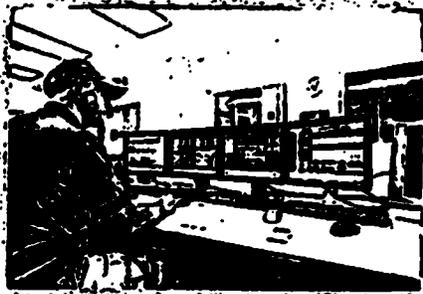
Sincerely,

A handwritten signature in black ink, appearing to read "Michelle Hammer".

Michelle Hammer
Executive Account Manager



GENERAL FIRM INFORMATION



Vertech is an Industrial Control Systems Integration Firm providing complete control system solutions for water/wastewater, airport baggage handling, and mining industries. Our team is highly skilled and specializes in these business segments enabling us to provide a more efficient and comprehensive control system strategy. This specialization has made us an industry leader with a proven track record of outstanding customer satisfaction.

Vertech is based in Phoenix and has been in Arizona for over nine years. Vertech's staff of 36 employees provides comprehensive engineering services that include electrical, instrumentation and control design, start up and commissioning services, project specifications, radio surveys, and control panel design. Our programming services provided include SCADA, PLC, .NET and SQL programming. Our technical services include UL508a panel building, instrument calibration and system troubleshooting and service. As you will see, we've assembled a talented staff of engineers - positioning us as one of the largest and most accomplished integration firms based in Phoenix.

We provide comprehensive technical solutions regarding all aspects of automation. We are dedicated to designing and programming to current industry standards and provide fully accessible programs. As you will see on the following pages, Vertech has a strong focus in the Water and Wastewater industry. *Our ultimate goal is client satisfaction!*

Credentials:

- Arizona Board of Technical Registration #: 15925-0
- UL508a Certification #: E311222
- L-11 AZ ROC#: 275795
- CSIA Certified: Since September, 2011

CSIA certification requires an independent, third-party audit of members on 76 criteria covering all aspects of business performance, including general management, financial management, project management, quality management, supporting systems, human resources and more. At Vertech, we've put the standards and procedures in place to give you quality, performance, and long-term support for your automation systems.





Legal Organization of Vertech:

Vertech Industrial Systems is a Limited Liability Corporation, LLC. The owners are Titus Crabb and Robert Morris – each owning 50% of the company. Titus Crabb is the President and Robert Morris is the Vice President.

Any questions regarding this proposal can be directed to:

Michelle Hammer
Executive Account Manager
mhammer@verttech.com
480-231-9062

Offer Form:

The form is attached, along with Addenda 1 acknowledgement in the Appendix.

1) TECHNICAL PROPOSAL CONTENT

a. PROJECT UNDERSTANDING AND PROJECT APPROACH

i. Understanding of scope of work (1 page)

Vertech is well-equipped to provide **On-Call Instrumentation and Control Design and Programming Services** for Water and Wastewater Engineering relating to Electrical and Control Systems. We have the depth, capacity, and technical expertise of personnel required to provide outstanding support for many years to come. The water/wastewater industry is one of our specialties – we understand the processes involved and how the controls relate to these processes. Vertech is capable of providing instrumentation and control design, including P&ID's as well as control system and equipment specifications. Vertech can design and program SCADA systems, perform PLC programming, and design, test and troubleshoot radio telemetry systems. Vertech can assist IT in network configuration as it relates to SCADA perform all levels of Electrical Design, troubleshooting and testing, and provide emergency callout services.

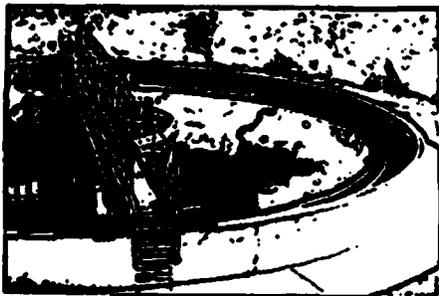
Non-critical support services are scheduled and tended to on an as-needed basis. These services may include new programming projects, code rework, or specification writing. These will be scheduled, and will include a kickoff meeting with the Project Manager and key technical staff. The project manager will provide scheduled (weekly, bi-weekly, or monthly) communication updates, as well as strict schedule and budget management.



In addition, Vertech is experienced providing 24-hour SCADA support, and has been doing so since opening in 2004. The proposed key staff and backup engineers are fully capable and qualified to provide not only design services – but also to get your system up and running after power outages, lightning strikes, down servers and equipment, safety issues, and other catastrophic events. It is our goal to get you up and running at full capacity as soon as possible to prevent further problems that can arise from down equipment in a Water or Wastewater Plant. Vertech's fast response and experienced personnel are the winning combination to achieve this goal.

Vertech's SCADA support is available 24 hours a day, 7 days a week, 365 days of the year. Upon receipt of this contract, Peoria personnel will be given access to our 800 number utilized for emergency support. You can expect a phone call within one hour and a four hour on-site response, if necessary. In addition to the 800 number, you will be given 2-3 backup cell phone numbers for each of the key personnel for the project.

ii. Plan and method of approach to accomplish the scope of work



Good communication with the client has always been the key to our success. It is our belief that the system should begin with a significant amount of up-front system level design and documentation prior to performing any actual programming.

Through a systematic process of design and review, both internally and involving the client through informal discussions, the design will progress from a big picture to a complete, detailed, and functional system. Our approach assures that the design will be comprehensive and well

documented with the added benefit of minimal rework.

This up-front effort pays off with reduced time required during the coding of the specific functions for each of the components of the system. The result of this approach will be a well thought-out, highly functional, and user-friendly control system.



Adherence to IEC61131-3 Standards

Vertech programmers use IEC61131-3 standards for programming. In the past we have used data function block, structured text, and straight ladder logic instructions. The language of choice for each project is determined by the programmer with consideration for the process being automated and the standards already in use by the client.

Vertech's use of this industry standard benefits the City of Peoria by allowing anyone skilled in programming to follow the code we've written and to make necessary changes. The use of this industry standard saves the City of Peoria in programming time, and does not tie the City to one Firm or Programmer. Code is open, well documented, and can be easily modified, if necessary.

Integrating Information Technology (IT) With Control Systems



Where Information Technology is concerned, SCADA and Control Systems need special consideration. Control systems require special treatment from the IT department and are often maintained separately to avoid common problems that can occur when IT manages such items as virus software, IP addresses, and software updates. Vertech has numerous engineers with extensive IT experience that know how to maintain the system with security and relevancy in mind – and what a control system can tolerate.

In addition, virtually every SCADA installation requires network configuration. When needed, Vertech works closely with the IT department to ensure all aspects of the installation are considered and the network is configured properly. When an IT department is not available, Vertech can provide these services. Vertech has successfully configured hundreds of networks for SCADA installations.

Vertech has experience integrating across most mediums: fiber, wireless, DSL and 4G. Vertech also has the depth and expertise to provide such services as data mining, analysis and reporting on process controls. Reporting systems can be configured for almost any process, and can be configured to work in conjunction with the City's business network. Vertech can also provide Cyber Security audits and make recommendations for a more secure system (See Kris Grindstaff bio.) Vertech would self-perform all of these services.



Vertech's detailed Internal Project Approach Methodology is detailed here:

SCOPE DEFINITION

This phase is used to determine and define the system wide definition and functionality in the end user's terms in as much detailed as possible. Precision is required in this phase in order to understand what needs to be done. The project manager must first fully understand what the end user's goal is and then determine the best way to solve the problem abstractly, and then translate that solution back into its real life equivalent. This phase also helps the end user to better understand the system. The project manager will interface with the customer by either an on-site meeting or a phone conference that defines the system's solution in terms of the end user's objectives and major constraints. This meeting agenda will be derived from the any or all of the following:

- Customer specification.
- Proposal scope definition.
- Project discussions with customer.

REQUIREMENT ANALYSIS

Once the system has been thoroughly defined, the requirements and overall feasibility of the solution must be determined. This phase is used to determine the characteristics of an acceptable solution and the tools and personal available for developing a solution.

Requirement analysis has three major objectives.

- A clear understanding should exist between the end users and the developer of what the solution should provide.
- There should be an agreement on the range of acceptability and possible trade-offs, resulting in a set of acceptance criteria based on objectives and constraints.
- A project plan shall be made to implement the hardware and software design with a schedule, budget and requirements as to what will be delivered at the end of each phase.

Other considerations for this document are an evaluation of the end users site (power infrastructure, existing network infrastructure, environmental conditions, and technology available). Vertech's "industry expert" would be used as a resource to help set the direction and avoid any pitfalls.

The typical result of this phase is the cut sheet submittals. Components should be selected where possible from Verspec.doc and Vertech standard cut sheets should be used for the submittal.



Additionally if there are any issues with mechanical design they will be addressed formally with the client.

The results of the phase shall be reviewed by the project team. The project engineer will be expected to present objective reasons for decisions made in this phase.

SYSTEM ENGINEERING

The system engineering phase is to describe what the solution is to look like:

- **Hardware Design**
 - ✓ Power design (480VAC, 120 VAC, 24 VDC, etc.) single line.
 - ✓ Network design (Industrial network, Ethernet, etc.)
 - ✓ Field device location design.
 - ✓ Develop system I/O list.
- **Compare to Requirements Analysis**
 - ✓ If the specified system meets the requirements and whether its' further development conforms to the project plan or whether the project plan must be altered.

The actual degree of detail and formality depends on the complexity of the system, the size of the development group and other quality constraints. The specifications will describe what the solution looks like, what the system will do, the way it will accept and process data. It will not describe how it will do all of that. A review of the resultant document and drawings will be done by Vertech's "Industry Expert" to ensure that the design fulfills the requirements of the system definition.

The design package shall be submitted to the customer for review and comments.

A Factory Acceptance Test and Site Acceptance Test documents will be started from the specification document to be used during the pre-startup and startup phase to ensure system functionality.

The results of the phase shall be reviewed by the project team. The project engineer will be expected to present objective reasons for decisions made in this phase.

ELECTRICAL DESIGN & SOFTWARE DESIGN

Electrical Design:

The electrical design will detail out the panel design and develop the electrical and physical layout drawings. The engineer shall design in accordance with customer supplied specifications and local and national electrical and safety code, such as NEC, UL508a, etc. In the absence of customer supplied



specifications, the engineer shall follow Verspec.doc. The Bill of Material (BOM) shall be completed and verified against the design. An I/O checkout test document shall be completed once the design is completed.

Software Design:

While the system engineering phase describes what the solution will do, the software design describes how the solution will be implemented. In this phase the system will be broken down into its logical and functional cohesive parts or modules. It also selects proper data structures and algorithms for the implementation of the input and output data as well as the system functions. The Sequence of Operation (SOO) design documents are the deliverables in this phase. The programmer shall identify all functions (DFB/AOI) that will be required for the project. The list of existing Vertech DFB's/AOI's shall be reviewed and checked to see if they already exist and a list of new ones shall be identified. The engineer shall follow the Programming and Reuse Policy.docx.

The SOO will be reviewed by Vertech's "Industry Expert" for functionality.

PANEL BUILD & CODING

Panel Build:

The purchasing person (purchasing department or shop manager) shall order the parts that are on the BOM and collect all confirmation notices and note any parts that may delay the project. If there are any parts that will affect the schedule, the project manager shall be notified and check to see if there are any alternate parts that may be used. The purchasing person shall monitor the status on delivery of parts and shall contact vendors on any parts that are late. They shall inform the project manager of any part delivery issues and how they will impact schedule.

The techs shall follow Shop_Procedures.docx for the process of building panels.

Coding:

The object of the coding phase is to convert the solution into actual code. Ideally, no code should be written until the design for that part of the software system has been completed. The exception for this is that some experimental code may be needed to evaluate the crucial point of a candidate design. The coding phase is complete when all code is written and documented, compiles error-free (where applicable), and follows any and all coding rules and standards for the project. Phase test for the coding phase involves code reviewing alone and in groups. Test cases are manually traced through the code. The FAT and SAT plan must be completed at the end of the coding phase, and it describes how and when to test the system. Both the FAT and the SAT shall be submitted to the customer for review and signoff.



TESTING & SHIPPING

Testing:

The testing phase is comprised of five steps. The first step of testing that should occur is called the *unit test*. This type will test the individual pieces or functions/modules of code. This is done in isolation of other parts of the system. This testing should be conducted during the coding cycle. Depending on the complexity of the system the testing should be completed by someone other than the engineer who wrote the code.

Once the unit testing is complete, the next step is the *integration test*. This shall test in interoperations of the functions to ensure they operate as expected. Depending on the complexity of the system the testing should be completed by someone other than the engineer who wrote the code.

When the integration test is complete, the *FAT* will be done. This should be done with the equipment that will be used on the final system. This will test each component of the system (i.e. PLC, SCADA, Database, etc). The client shall be invited and witness this test. This test will follow the FAT test procedure that was developed in the Coding phase. Once completed the project manager shall have the customer sign off that the test was completed as prescribed.

Upon completion of the FAT test, the *Installation test* shall be done. This test will begin once all of the equipment is installed on site. A complete check of the I/O using the I/O checkout test procedure document shall be completed. A copy of this completed test shall be submitted to the customer. The engineer shall also complete the network check to ensure that all equipment is communicating and functioning as required.

Upon completion of the Installation test the *SAT* test shall be done. This will begin once all of the equipment is installed on site and the hardware checks have been completed. A complete test of system shall be completed and verified by the site engineer and/or team. This test shall be submitted to the customer once completed for signoff. This test shall be conducted in the presence of the customer ensure that the system meets all of the requirements and functionality.

Ultimately, the software must meet the end user's requirements. An acceptance test shall be done to determine whether is convinced that their requirements are met. All users may not be involved in the acceptance test. Rather, the software is tested in a controlled environment by some users with the developers present.

Shipping: Any equipment that is sent to the customer's site shall include a completed packing list. Depending on number of item, either the Packing List Long Form.docx or the Packing List Short Form.docx shall be used. The signed Packing List shall be placed in the project folder. Any documents



(I.e. Drawings, Manuals, Cut Sheets, etc.) shall be sent with a completed Letter of Transmittal.docx, which shall be place in the project folder.

DOCUMENTATION

After the testing phase is complete, the final versions of all documentation are prepared and evaluated for consistency and correctness. The set of documentation includes training manuals, system manuals, maintenance manuals and reference materials. These documents shall be handed over to the customer.

Once the project is complete, the project methodology document shall be completed or modified as needed if one exists. This project methodology shall contain a list of all deliverables, times and types of personnel required to complete the various phases, list of functions (DFB's, AOI, templates, etc.) that were used, manuals, and engineers and what task they performed on the project. This document shall be developed along the way.

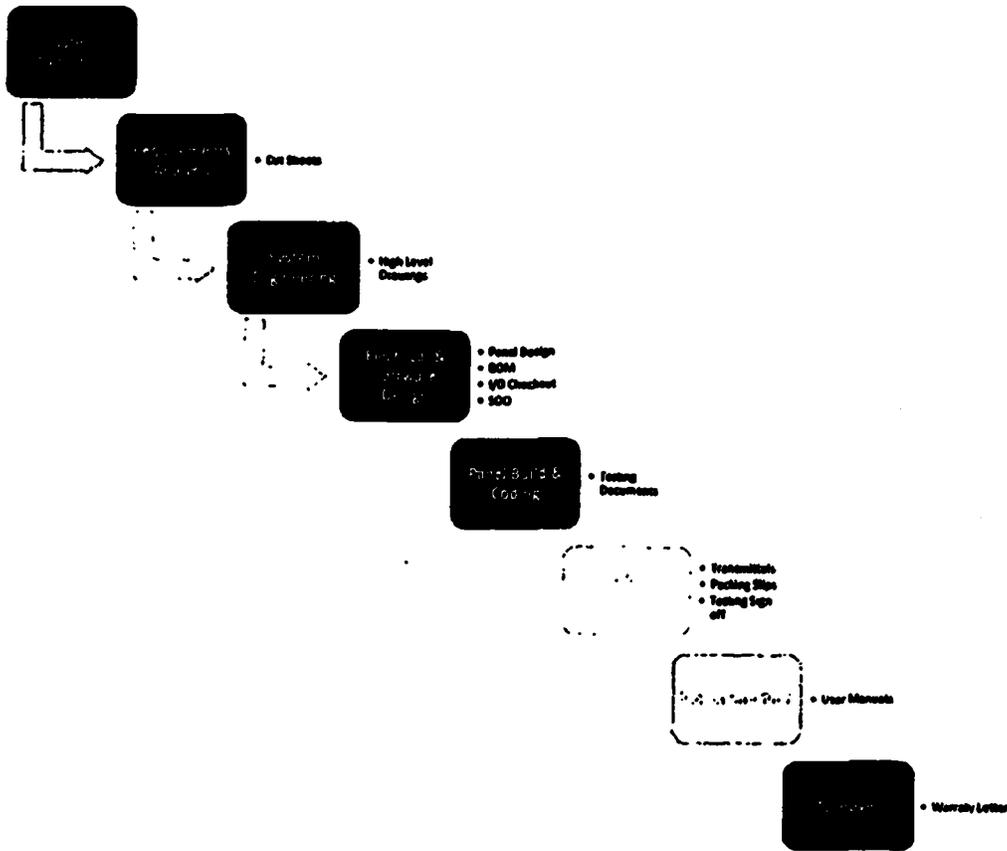
TURNOVER

This is the final phase of the software development life cycle. Only after the documentation has been completed, can it be turned over to the end user. Once all of the steps of testing are complete, the system can be turned over to the end user. A final sign-off from the customer on all documentation and acceptance test is obtained.



iii. Work plan and task schedule to accomplish the scope of work

Vertech's typical Project Development Phases are detailed below:



iv. Overall firm and staff projected work load

While many local system integration firms have downsized over the past several years, Vertech has grown exponentially. The consistent quality of our project and service performance and our ability to attract top-notch, programming talent have resulted in growth that makes Vertech the largest control systems engineering and integration firm headquartered in the State of Arizona. With a full-time staff of 36, 29 of which are technical resources, we are fully capable of providing the responsive attention and quality service that the City of Peoria deserves.



At current staffing levels, Vertech is able to manage an annual workload of approximately \$8.0M. Our existing 9 month backlog of \$4.2M provides plenty of bandwidth to fulfill the requirements stated by the City of Peoria in the current RFP. The staff proposed for this work, have a projected utilization rate of approximately 80% over the next 4 months, dropping below 65% after that time, indicating that the proposed staff are more than capable of providing the required services.

v. Location of work

All work and resources for this contract will be staffed from Vertech's main office in Phoenix. Vertech will self-perform all of the scope items defined in this contract, no subcontractors will be used.

Vertech Industrial Systems, LLC
4409 East Baseline Road, Suite 127
Phoenix, AZ 85042
480-756-2300 | FAX 877-387-0277

vi. Anticipated city involvement for successful completion of scope of work

For general services: City of Peoria Staff would need to communicate the anomaly or problem. From there, Vertech would troubleshoot the issue and fix the problem. City of Peoria staff would then test the system again with Vertech staff to ensure the problem has been properly addressed.

For projects including Design Services, Programming Services, or Standards Development, a project manager will be assigned. Vertech would have a kickoff meeting with Peoria staff to properly understand the goals of the project. Vertech would request additional information, if necessary, then continue through our standard process (as documented earlier in this proposal.) As determined in the kickoff, Vertech would provide proper communication with Peoria staff throughout the execution with regular project updates (weekly, biweekly, or monthly.) Peoria staff may be required to provide design reviews (30%, 60%, 90%, or 100%) and would come together in the end again to ensure all project goals and design criteria had been met. This would include a proper FAT testing procedure or project sign off – as determined in the kickoff with Vertech and Peoria staff.



b. Firm's Experience / Similar Projects (Max 5 Pages)

i. Firm's list of similar projects completed within the last five years

PROJECT EXPERIENCE

FREEMONT MCMORAN, INC. - SIERRITA MINE, HYDROMET PRELIMINARY ENGINEERING

Dates: Completed September 2012
Contract Amount: \$123K
Client / Owner: Freeport McMoran, Inc.
Reference: Henry Young
Electrical & Instrumentation Superintendent
6200 West Duval Mine Road
Green Valley AZ 85622-0527
520-235-7748
henry_young@fmi.com



This was an instrumentation and control design project for approximately 11 sites. The goal was to replace the outdated field controllers and update the overall control architecture of the system which was outdated and obsolete and posed a maintenance liability to FMI as replacement components could no longer be purchased.

Vertech had recently completed controls upgrades with similar scopes at the Sierrita location. Vertech approached this project with the same design criteria and control standards in mind for a streamlined and standardized final product. Vertech's scope included an upgrade design to replace the obsolete controls with FMI Sierrita standard control hardware and software. In addition, Vertech designed a new mesh communication network (with fiber communications, if necessary) and provided a radio telemetry survey. The technologies specified for this project were Allen Bradley CompactLogix and Wonderware System Platform HMI with Historian.

Vertech provided detailed drawings for new ten (10) control panels, a software specification and written control strategy, and Process and Instrumentation Diagrams (P&IDs) to show all mechanical and electrical equipment being controlled and monitored. This work included a Network Architecture design and scheduling and cost estimates for the construction phase (Phase II) of the project. Vertech is currently under contract for Phase II of this project - which implements our design.



CITY OF KINGMAN - DOWNTOWN WWTP PROGRAMMING SERVICES

Dates: Completed September 2012
Contract Amount: \$126K
Owner / Client: City of Kingman
Reference: Phil Allred, Assistant City Engineer
Also: Greg Henry, City Engineer
220 N 4th Street
Kingman AZ 86401
(928) 753-8124
pallred@cityofkingman.gov

Vertech's scope for this project was to provide PLC, OIT and HMI programming services for the entire wastewater treatment plant. This was a greenfield membrane technology wastewater treatment plant and Vertech provided programming services to Kingman's existing programming standards. Vertech's scope included all aspects of the plant including all pumping procedures, power monitoring, odor control, aeration basins, biofilters, blowers, chemical cleaning, and UV disinfection. Vertech also integrated vendor packages as a part of the overall system. The technology platforms specified on this project were Allen Bradley ControlLogix PLCs and Panelview OITs paired with Wonderware System Platform with Historian HMI. Vertech's contract was directly with the City of Kingman.

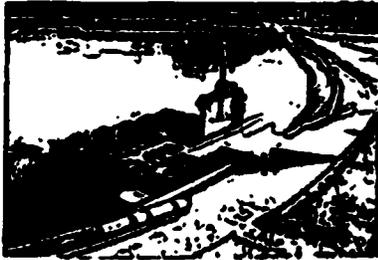
CITY OF AVONDALE - WELL SITES 20 AND 24 DISINFECTION

Dates: March to June 2011
Contract Amount: \$10,000
Owner / Client: City of Avondale / Felix Construction
David Glannetto, Division Manager
309 E. 10th Drive, Mesa, AZ 85210
602-625-4811
davidg@felixconstruction.com

Vertech's scope for this project was to provide PLC, OIT and HMI programming for integration of disinfection systems. Vertech also provided configuration of alarms, startup assistance and coordination with Felix and disinfection system supplier. The technologies used on this project were Magelis OIT, Modicon M340 PLC with Unity software, and Wonderware System Platform screen development.



LOS ALISOS WATER RECLAMATION PLANT - 6MGD (PLANT RETROFIT)



Dates: October 2007 - December 2008
Contract Amount: \$680,000
Client / Owner: Irvine Ranch Water District
Reference: Dave Mazzarella, Senior Engineer
15600 Sand Canyon Avenue
Irvine CA 92619-7000
949-466-4020
mazzarel@irwd.com

Vertech's scope for this project included PLC programming for a five pond treatment plant with tertiary treatment and six reclaim water pumping stations. Vertech also provided the SCADA system programming, and was responsible for the design, purchase and assembly of a server rack with seven servers, three managed switches and a fiber termination panel. Vertech provided custom VB.net equipment notes software, coordinated and programmed communication between 11 Modicon Quantum PLCs and 7 Modicon M340 PLCs, and performed all system startup and functional testing.

The treatment technologies include aeration, settling and clarification basins, tertiary treatment with flocculation and sand filters, chlorine disinfection, multi-pump pump stations with level control in remote reservoirs. Software: Wonderware System Platform (Archestra) with redundant servers, and standalone GRNode server, and domain controller server, Wonderware InTouch running on terminal server and seven view clients, ScadAlarm running on redundant alarm dialer servers, Active Factory with remote Historian, Indusoft on CE.Net OIT for pump station local displays. Hardware: Modicon Quantum PLCs using Modicon Unity Pro programming software (function block style), redundant ring Ethernet communication for on-site inter-processor communication, and MDS radio telemetry for off-site inter-processor communication.



FREEMPORT MCMORAN, INC. - SIERRITA MINE, 2011 WATER CONTROLS UPGRADE

Dates: August 2011 - March 2012
Contract Amount: \$2.8M
Client / Owner: Freeport McMoran, Inc.
Reference: Henry Young
Electrical & Instrumentation Superintendent
6200 West Duval Mine Road
Green Valley AZ 85622-0527
520-235-7748
henry_young@fmi.com



This was a Design Build project for approximately 45 sites. Vertech's team was responsible for Project Management, overseeing the installation of a new fiber infrastructure, design documents and fabrication of all PLC and I/O hardware to the Allen Bradley CompactLogix Platform, upgrade of mill room HMI, and to provide current, accurate design documentation of each control system at each site.

This project involved the upgrade of 30 well sites, 4 Booster stations, 5 storage tanks, and additional ancillary systems. A new fiber communication backbone was installed to replace existing radios and CompactLogix PLCs were installed at each site for reliable local control. Vertech performed as the primary contractor on the project and self-performed all PLC and SCADA tasks - including control panel design and fabrication, PLC and OIT (Rockwell FactoryTalk) programming, and commissioning and cutover to the new controls. Design documents included P&IDs, network architecture drawing, control panel elevation drawings with BOM, electrical schematics, and management of all redlined drawings from the field installation.

As Project Manager, Vertech was responsible for two subcontractors: an electrical contractor and a DCS programmer. The project involved a close collaboration with both parties for scheduling purposes and to deliver the project on time, on budget. This project was fast-tracked and completed within 9 months of contract. This project also had simultaneous design, as-built and construction phases going on at the same time for multiple locations.



CITY OF AVONDALE - WELL SITE 25

Dates: Completed October 2008
Contract Amount: \$35K
Owner / Client: City of Avondale / Weber Group
Reference: Lisa Johnson, Utilities Reliability Manager
399 E Lower Buckeye
Avondale, AZ 85323
623-333-5016,
ljohnson@avondale.org

Vertech's scope for this project was to provide PLC, OIT and HMI programming for overall operations and integration of the well site to Avondale's SCADA. Vertech also provided configuration of alarms, startup assistance and coordination with the general contractor and disinfection system supplier. The technologies used on this project were Magelis OIT, Modicon M340 PLC with Unity software, and Wonderware System Platform screen development.

FREESCALE SEMICONDUCTOR - ULTRA PURE WATER (UPW) SCADA UPGRADE

Dates: April 2009 through January 2010
Contract Amount: \$250,000
Client /Owner: Freescale Semiconductor
Tim Loper, Staff Facilities Engineer
1300 N. Alma School Rd., MD: CH 335
Chandler Az, 85224
480-586-5770
rp4022@freescale.com



This project consisted of upgrading an outdated SCADA system for an Ultra-Pure Water Plant from Intellution Fix32 to Wonderware Industrial Application Server. The cutover to the new system was live - without any downtime. Vertech provided SCADA system programming - approximately 85 screens with 9600 tags, and 50 trend charts, configured 2500 tag alarming system and history database, and provided complete documentation including component cut-sheets, network drawings (Ethernet, DH+, and ControlNet) and system operations and maintenance manuals.

The plant processes included reverse osmosis, electronic deionizers, ultrapure filtration, mix bed regeneration, and chemical injection. Vertech provided all programming Wonderware Industrial Application Server (System Platform), provided the interface to five Allen Bradley PLC 5's, and configured all Ethernet and ControlNet Communication protocols - including network configurations.



c. Staff Capabilities And Assignments (Max 8 Pages)

i. Staff assignments for this project

KEY STAFF

TITUS CRABB, PE



Titus Crabb is the President of Vertech and has over 18 years of experience in the Industrial Automation industry. He obtained a BSEE in 1993, and since then has managed a wide assortment projects from start to completion with great success. He has been the engineering lead for both electrical design and programming on a wide variety of projects in multiple industries including semiconductor, municipal water treatment, food and beverage and durable goods manufacturing. Titus has been active in developing SCADA and PLC programming standards for clients like Irvine Ranch Water District.

As President of Vertech, Titus is responsible for directing day-to-day operations, but maintains active involvement in the technical execution of projects through project management, standards creation and system architecture development. Mr. Crabb's role on this project would be to review and stamp engineered drawings and specification - including I&C designs, P&IDs and standards specifications.

STEPHEN GONTARZ - SERVICE MANAGER, LEAD PROJECT MANAGER



Mr. Gontarz joined Vertech in July of 2011, and he holds the position of Service Manager for Vertech. Steve is client focused, with over 15 years of direct programming experience with Allen-Bradley and Modicon PLC's, and many different versions and brands of HMI (SCADA) software including GE Proficy iFix, Wonderware and Rockwell's Factorytalk. Steve has been active in development of software methods and managing a team of engineers. Steve is skilled at training new programmers, and developing them into field efficient individuals ready to take on all situations in the field. Steve specializes in the Allen Bradley product line and automation and control systems for well sites, water & wastewater plants, booster stations, lift stations, recharge and injection wells, arsenic removal facilities, as well as chemical injection, thermal heat-treat, injection molding, and ultra-pure chemical.

Steve's role on this project, as Project Manager, will be to support and coordinate the efforts of the field engineers required for project execution, emergency services and standards development. If additional resources are required, Steve will assign them. Chad Charman also assists Steve with Project Execution when required.



JOHN JAMES, EIT - MODICON AND RADIO DATA COMMUNICATIONS EXPERT



John James joined Vertech in September 2010, and he's done nothing but exceed our clients' expectations from the beginning. John James earned a Bachelor of Science degree in Electrical Engineering from Arizona State University, and is an Engineer In Training (EIT). John holds the position of Senior Control Systems Engineer, and has twelve years' experience in PLC programming, process control and systems integration/automation. John possesses a broad knowledge of radio communications systems and their usage in SCADA environments.

John is an extremely client-focused individual with excellent communication and diagnosis skills. Controls engineers with John's combination of technical expertise, interpersonal skills and desire to satisfy the client are an extremely rare combination, and he is a true asset to the Vertech team. On this project, John will be a lead programmer for PLCs.

JESSE WILSON - FIELD ENGINEER / IFIX SPECIALIST



Jesse is an Electrical Engineer and joined Vertech in October 2010 as a Control Systems Integrator II. Jesse is a degreed Electrical Engineer from Arizona State University. He has in depth knowledge of PLC, OIT, and SCADA Programming with is experienced with Modicon PLC hardware, and GE Proficy iFix and Wonderware HMI software. He has over seven years' experience in panel design, building, and testing as well as instrument calibration and startup. His strengths include troubleshooting PLCs, control panels, field wiring and instruments. On this project, Jesse will be a lead PLC, OIT, and HMI programmer.

ADDITIONAL SUPPORT STAFF

RON SMITH - SR. CONTROLS ENGINEER / IFIX SPECIALIST



Ron has been with Vertech 5 years, and he is a Senior Control Systems Integrator with Vertech and has over 20 years' experience in the Automation Industry. He is a senior level PLC programmer, as well as a Design Engineer. He has 10 years of experience with the Modicon PLC line, Rockwell Automation ControlLogix platform, and experience with a wide range of PLC's and SCADA software packages including GE Proficy's iFix. Ron has experience with GE Proficy Historian and report configuration. Ron has in-depth knowledge of RO, UPW, and various microfiltration systems, and is responsible for the programming and controls of many of these systems in various FABs and water treatment facilities across the southwest. Ron is a Wonderware System Platform Certified Developer. Ron is available for standards development or programming services as needed for PLC, HMI, or OIT programming.



MARK SZYMANSKI - ELECTRICAL DESIGNER



Mark Szymanski joined Vertech in March of 2011, and has over 13 years of CAD and design experience. Mark is an **Electrical Designer** for Vertech, his technical experience includes electrical design, multi-layer PCB circuit boards for embedded systems, control panel and MCC design. Mark has in-depth understanding of UL508a standards and has completed hundreds of successful electrical designs. Mark also provides P&ID design drawings. Since entering the industrial controls field, Mark has worked in a variety of industries including water and waste water, industrial process control, aerospace and manufacturing. Mark is experienced with AutoCAD, AutoCAD Electrical and Promise-E and would be a the lead electrical designer on this project.

KRIS GRINDSTAFF - CYBER SECURITY EXPERT



Mr. Grindstaff joined Vertech in July of 2011, and he holds the position of **Industrial Programmer** for Vertech. Kris has extensive experience and skill in designing, programming, testing, and servicing complete automation solutions. Kris' experience includes everything from servo and motion control drives, to PLC's to plant wide SCADA and cell monitoring systems. Kris is proficient with Historians and report configuration. Kris has vision systems experience, as well as design and implementation of numerous robotic systems. Kris' skill set includes proficiency in Information Technology area including site management, server administration, and network configuration.

In addition, Kris is our **Cyber Security** expert, and has completed all three levels of the Homeland Securities online courses. Kris is a member of the ICSJWG http://www.us-cert.gov/control_systems/icsjwg/ and participates in monthly teleconference meetings to discuss current security issues and the development of nationwide security standards for vendors where cyber security is concerned. Kris is available as a project consultant, if needed for design assistance, standards development, or specification writing – or programming at any level.

JOHN WOLNISTY - NETWORK AND DATABASE ENGINEER



Mr. Wolnisty joined Vertech in December 2010 and is a **Senior Control Systems Programmer**. John has thirty-two years experience programming using a variety of platforms, tools and environments including .NET and SQL. His industry knowledge includes process control, manufacturing, warehousing and distribution, real-time payment processing and eCommerce. He also has an extensive background in systems administration, network and database design.



CHAD CHARMAN - PROJECT MANAGER



Chad joined Vertech in March of 2010 as a Control Systems Integrator II and brings 9 years of experience in the controls industry and 14 years total technical experience to our team. Chad's technical experience includes electrical design, HMI development, PLC programming and instrumentation calibration. Since entering the industrial controls field, Chad has worked in a variety of industries including water and waste water, industrial process control, mining and material handling. Chad has a determined personality and puts great effort into client satisfaction. Chad would be available for backup support, if required - both in project management and startup assistance.

KEVIN WANG - CONTROLS ENGINEER



Mr. Wang joined Vertech in December of 2012 as a Controls Engineer. Kevin graduated from Wayne State University in December of 2007 with a Master's degree in Electrical Engineering. Kevin has five years' experience in PLC programming, HMI programming, control system design and project management. Kevin has extensive experience with Historians and report configuration. Kevin also has experience in the Pharmaceutical, Food and Beverage and Mining. Kevin is another resource for support in PLC, HMI, or OIT programming.

JOE KAUFMAN - DIRECTOR OF ENGINEERING



Joe joined Vertech in March of 2009, and functions as a Engineering Manager. Joe has 12 years of hands-on experience in the controls industry, an Electrical Technology degree, and has specialized in hardware applications and design. In addition to Joe's project management role at Vertech, he also assists in business development and estimations and in design, programming and field work as needed. Joe has expertise in the implementation of technology including: programmable logic controllers, variable frequency drives, HMIs, instrumentation, and telemetry. Joe's knowledge is an asset in system design, installation on system startups. Joe has gone above and beyond on numerous water and wastewater treatment plant startups, and is equipped to handle technical outages on any level. Joe's role on this project would be to assist in managing resources and startup assistance if required.

ii. 1 page resumes of key staff are included in the Appendix. Resumes for Additional Support Staff are also available upon request (they not included here due to page restrictions).



d. References For Similar Projects (Max 3 Pages)

- ii. References from 3 projects of similar size and scope. Must be completed projects. Must include project description and services performed, final cost and specific contact information including name, title, phone number and address.**

While Vertech is largely a project-oriented company, approximately 25% of our revenue is comprised of professional services for design and programming services direct with the end user (mostly municipalities around Arizona.) We strongly encourage you to call these references.

The following organizations have similar contracts in place with Vertech:

1. CITY OF AVONDALE

399 E Lower Buckeye Rd
Avondale, AZ 85323
Lisa Johnson, Utilities Reliability Manager
623-333-5016, 623-333-4000
ljohnson@avondale.org

333
4455



Technology: Programming services Wonderware InTouch, Modicon PLC's, and MDS 9810 Serial Radios. In 2011, Vertech was the sole firm awarded with SCADA support services for both the Water and Wastewater utilities. The contract has been renewed and can be renewed for three additional years.

2. YUMA MARINE CORPS AIR STATION

BSD 328W Spears Street
Yuma, AZ 85369
Mike Harris, Procurement Supervisor, 928-503-2425
michael.harris@usmc.mil

Technology: Support for Wonderware InTouch, Modicon Quantum and Momentum PLC's, and MDS iNet II's for their Water Treatment Plant and Waste Collection System.

3. TOWN OF PRESCOTT VALLEY / CH2MHILL

8434 Long Mesa Drive
Prescott Valley, Arizona 86314
Jeremiah Mecham, Project Manager
928-775-3377
Jeremiah.Mecham@ch2m.com

Technology: Programming services of Wonderware InTouch and Allen Bradley CompactLogix and 5/03, Modicon Momentum, and Koyo PLC's, MDS and Phoenix Contract Radios - support of water and wastewater treatment systems and code rework where required.



4. TOWN OF BUCKEYE WATER SERVICES

423 Arizona Eastern Ave.
Buckeye, Arizona 85326
Arnold Coronado, Water Utilities Supervisor
623-349-6104
acoronado@buckeye.gov

Technology: Programming services for Wonderware InTouch and Allen Bradley PLC's, Support of all Water Treatment Plants and approximately five remote sites. Vertech also provides support of all of Buckeye's Wastewater Treatment Facilities.

5. FREESCALE SEMICONDUCTOR

Chandler Facility:
1300 North Alma School Road
Chandler, Arizona 85224
Tim Loper, Fac. Engineer 480-586-5770
rp4022@freescale.com

Tempe Facility:
2100 East Elliot Road
Tempe, AZ 85284
Sami Balg, Fac. Engineer 480-413-6082
R33685@freescale.com

Technology: Support of Wonderware System Platform and Allen Bradley PLC's - support and upgrades of facilities water and wastewater treatment systems. Win 911 Alarming software.

6. TOWN OF QUEEN CREEK

22358 S. Ellsworth Road
Queen Creek AZ 85142
Greg Homol, Water Utilities Supervisor
480-797-2991
greg.homol@queencreek.org

Technology: Support and programming services for Rockwell FactoryTalk HMI, AB CompactLogix PLCs and GE MDS iNet radios.

In addition to the clients listed above, Vertech provides programming and design services to the following:

- ✓ Avra Water Co-Op, Tucson, Arizona
- ✓ Town of Eloy, Arizona
- ✓ City of Phoenix, Sky Harbor Airport for Baggage Handling
- ✓ APS Sundance Power Station, Coolidge, Arizona*
- ✓ APS Palo Verde Nuclear Facility, Wintersburg, Arizona*
- ✓ Hexcel Corporation, Casa Grande, Arizona
- ✓ Microchip Semiconductor, Chandler, Arizona*

* Client is equipped with either Modicon Hardware and / or iFix Software.



CONFORMANCE TO RFP T&C'S

Vertech conforms to all the requirements in this proposal. No exceptions taken.

APPENDIX

TITUS CRABB, PE
PRESIDENT, ELECTRICAL ENGINEER



Education:

Bachelor of Science in Engineering
(Electrical Concentration)
LeTourneau University - 1993

Registrations:

Professional Engineer - Electrical
Arizona #49959, 2009

Certifications:

Certified Orchestra Developer

Professional Memberships:

- International Society of Automation (ISA)
 - >Executive Board President 2008-2009
 - >Executive Board VP 2007-2008
 - >Executive Board Secretary 2005-2006
- Institute of Electrical and Electronics Engineers (IEEE)
- American Water Works Association (AWWA)

Technology Experience:

- Modicon Concept and Unity Pro with Quantum, M340 and Momentum
- Wonderware System Platform
- Wonderware InTouch
- Rockwell Software RSLogix 5, 500 and 5000 programming software
- Intellution FIX32 and IFIX
- GE Cimplicity Machine Edition with Versamax and 90-30
- Allen-Bradley, ABB, Toshiba, and other VFDs
- Various analytical and process instrumentation
- Various industrial control networks

Titus serves as the President and Engineering Manager for Vertech. Titus has 16 years of experience in many industries with a recent focus in Water/Wastewater applications. Examples of his experience include UPW systems, water reclamation facilities, lift stations, chlorine injection systems, and pump stations. Titus holds multiple vendor certifications for both SCADA and PLC applications and has designed numerous control systems using each vendor's product. Titus became a registered Professional Engineer in 2009.

Recent Project Experience:

**Irvine Ranch Water District Los Alisos Water Reclamation Plant
Irvine, CA**

Project scope included design of the entire campus control system and SCADA. Vertech established and documented the standards for PLC and SCADA programming and SCADA implementation that will be used on all future projects at Irvine Ranch Water District. Titus managed this project and wrote most of the standardized PLC code.

**US Marine Corp Air Station Telemetry System
Yuma, AZ**

Titus' responsibility on this project included the implementation of a sodium hypochlorite injection system and the implementation of a base-wide radio telemetry system for remote monitoring of lift stations, pump stations and reservoirs. Titus managed this project and performed system level design.

**US Marine Corp Air Station Plant Upgrades
Yuma, AZ**

Titus replaced an aging control system for three gravity sand filters with a Modicon Quantum and Wonderware SCADA system. Two new VFD controlled distribution pumps were added as well to automatically control reservoir level. Titus managed this project and performed PLC, SCADA programming and system commissioning.

**City of San Francisco Air Cargo Explosive Detection System
San Francisco, CA**

Titus designed and programmed the control system for an automated air cargo explosive detection system. The Wonderware System Platform and Allen-Bradley ControlLogix 5500 based system controlled approximately 90 conveyors and interfaced with several third party systems. Titus performed all electrical engineering for this project.

**Irvine Ranch Water District Irvine Desalter Project
Irvine, CA**

Titus performed Wonderware InTouch, Modicon Concept and Maples OIT programming tasks for five wells, two air stripping facilities and a SMGD groundwater desalting facility. The groundwater desalting facility was controlled with five Modicon Quantum PLCs and required the use of the client's standardized PLC code. Titus performed all programming and field commissioning tasks for this project.

STEPHEN GONTARZ SERVICE MANAGER



Education:

US Navy, 1986-1996
West Chester State University -
General Studies, 1993

Professional Affiliations:

ISA - Instrumentation Society of
America

Technology Experience:

- Rockwell Software RSLogix 5,
500 and 5000 programming
software
- Allen Bradley ControlLogix
5000, SLC500, PLC5,
Micrologix, CompactLogix
- Modicon ProWorks Nxt,
Concept with Quantum, and
Momentum
- Wonderware System Platform
- Wonderware InTouch
- GE Proficy iFIX - Intellution
FIX32
- Longwatch Security Software
- Various analytical and process
instrumentation
- Various industrial control
networks including: Control
Net, Ethernet & Device Net

Mr. Gontarz joined Vertech in July of 2011, and he holds the position of Integration Manager and Project Manager for Vertech. Steve is an extremely client-focused engineer, with over 15 years of direct programming experience with Allen-Bradley and Modicon PLC's, and many different versions and brands of HMI (SCADA) software. Steve has been active in development of software methods and also managing a team of engineers. Steve is skilled at training new programmers, and developing them into field efficient individuals ready to take on all situations in the field. Steve specializes in the Allen Bradley product line and automation and control systems for well sites, water & wastewater plants, booster stations, lift stations, recharge and injection wells, arsenic removal facilities, as well as chemical injection, thermal heat-treat, injection molding, and ultra-pure chemical (semiconductor.)

Recent Project Experience:

Prescott Valley Advanced Treatment Plant SCADA Master Replacement Prescott, Arizona

Steve was the lead programmer on this project, responsible for specifying, purchasing, configuring, and programming the new SCADA Master utilizing Wonderware InTouch HMI software, to replace an existing ICOM HMI system.

Town of Gilbert - San Tan Vista Water Treatment* Gilbert, Arizona

Steve performed the duties as the Project Manager for this job. Perform an extensive QA/QC review ensuring that the system was ready prior to the field installation enabling the client a seamless installation.

Anthem Water Campus* Anthem, Arizona

Steve was the lead programmer on multiple projects at this site, and has been responsible for the majority of the PLC and HMI programming at this site since 2000. Steve programmed and planned the plant SCADA systems for every expansion project to date - from a one (1) MGD plant to a plant capable of over seven (7) MGD. Steve also has performed all of the programming for the Wastewater Plant including the integration of the Xenon packaged systems.

Fat Chance Well Site* Prescott, Arizona

Steve programmed and performed the start-up of the Prescott Valley Fat Chance Well. Operation of this 900 HP Well Pump was based on pressure and involved numerous safety interlocks due to the size of the pump and motor. The site consists of Allen Bradley MicroLogix PLC and Wonderware InTouch.

Arsenic Removal Facilities Buckeye, Arizona

Steve performed the programming duties as the town of Buckeye's maintenance and service programmer ensuring operational readiness of the all package system for them. The system consists of Allen Bradley Control Logix 5000, Wonderware InTouch and Longwatch security software.

Verrado-Water System Verrado, Arizona

Steve performed the duties as the system programmer for the two (2) booster stations and the four (4) wells. Three of the wells were off-site RTU's Remote telemetry units that communicated via spread spectrum radios. Allen Bradley SLC PLC's, Panelview OIT's, and Wonderware InTouch.

*This project experience was gained while Steve was with a previous employer. This was not a Vertech project.

JOHN JAMES
SENIOR CONTROL SYSTEMS ENGINEER



Education:

BSE, Electrical Engineering, Arizona State University - 2001

Technology Experience:

- SCADA Interface Toolkits:
Wonderware v7.0 through v10.0
- InTouch, InSQL, ActiveFactory,
Proficy HMI/SCADA - CIMPlicity
- OIT Programming: Vijeo Designer,
XBT-L3000, PanelView,
Quickpanel
- PLC Interface Toolkits: Modicon -
Unity, Concept v2.5-2.6, Proworx
32, Proworx NxT
- GE Fanuc - Proficy Machine
Editor, VersaPro, Logic Master
- Allen-Bradley - RSLogix 500, 5000
- PLC systems: Modicon - M340,
Quantum, Momentum, Compact
984, 984, Micro A120
- GE/Fanuc - 90/70, 90/30,
VersaMax
- Radio systems: GE/MDS - INET
900, INET II 900, TransNet,
entraNet, 9710, 9810
- Other: DataRadio (EF Johnson),
Data-Linc, Esteem, FreeWave,
AvaLan, Phoenix Contact, El-Pro
Technologies
- Radio system design & planning,
- Calculated and Physical Radio
Surveys, Antenna Systems
- Process Instrumentation:
Process Integration, Field Wiring,
Configuration, Calibration,
Integration, and Troubleshooting
- Other specialty knowledge:
Inter-PLC Data Communications
(wired and wireless), Power
Monitoring, Protocol Conversion,
Store & forward systems, TDR
Metallic Cable Integrity Testing
(up to 50,000ft)

Certifications:

- F.E./Engineer in Training -
Arizona Certification # 08683
- Wonderware InTouch 10.0
Certified - # S1307960

Mr. James joined Vertech in October 2010 and is a Senior Control Systems Engineer. John has eleven years experience in PLC programming, process control, and systems integration/automation and possesses a broad knowledge of radio communications systems and their usage in SCADA environments.

Recent Project Experience:

**City of Phoenix - Val Vista WTP
Mesa, Arizona**

Provide GAC System PLC program development (Modicon Quantum) for five PLC's. John provided PLC programming in Concept V2.6, FAT testing, and startup assistance for four different areas. Coordination with subcontractors to streamline integration.

**Aztech Chemical Blend Control Unit
Chandler, Arizona**

Vertech's scope included design, specify, fabricate, and program a control unit to be housed on a wafer polisher for Intel within a very small footprint. John performed PLC Programming to deliver a chemical blend to a pre-determined percentage and overall flow rate and HMI Programming for monitoring and set point control, and provided start up assistance.

**City of Avondale Water Resources Division
Avondale, Arizona**

Process analysis, troubleshooting, upgrades, and PLC code optimization at multiple sites in both freshwater and wastewater systems (Modicon M340, Quantum, Compact, Micro, MDS 9810), and provide ongoing support for PLC and HMI.

**APS Sundance Power Station
Casa Grande, Arizona**

Natural Gas Monitoring system for Transwestern gas pipeline addition (GE/Fanuc 90/70, GE/Fanuc 90/30, CIMPlicity), Ongoing PLC maintenance

**City of Peoria Utilities
Peoria, Arizona***

Design and upgrade of 60+ remote sites to Ethernet radio (Modicon Compact, MDS INET II 900)

**Entegra Power/Gila River Power Station
Gila River, Arizona***

Natural gas monitoring and long distance data relay system for Transwestern gas pipeline addition (Modicon Momentum, Quantum, Freewave FGR-115H, MDS Transnet)

**Valley Center Municipal Water Department
Valley Center, California***

2.4GHz physical radio survey of 67 remote sites (Esteem 192c)

**Salt River Project
Peoria, Arizona***

Perkins 600KV Switchyard HMI development (Iconics Genesis)

**City of Phoenix - Cave Creek WRF
Phoenix, Arizona ***

Development and implementation of DCS Control System (GE XL/SCADA, Solaris/UNIX)

*This project experience was gained while John was with a previous employer. This was not a Vertech project.

JESSE WILSON
CONTROL SYSTEMS INTEGRATOR II



Education:

BSE, Electrical Engineering,
Arizona State University - 2006

Technology Experience:

- Rockwell RSLogix5000, RSLogix500
- Modicon Unity, Concept, Proworx NXT
- Rockwell FactoryTalk View
- Vijeo Designer
- Wonderware
- Intellution
- GE Proficy iFix
- Control Microsystems TelePACE

Mr. Wilson is a Control Systems Integrator II. Jesse has in depth knowledge of PLC, OIT, and SCADA Programming with an emphasis on Allen Bradley automation hardware. He is experienced in panel design, building, and testing as well as instrument calibration and startup. His strengths include troubleshooting PLCs, control panels, field wiring and instruments. Jesse has over seven years of experience in PLC programming and field experience.

Recent Project Experience:

Palo Verde Nuclear Facility
Wintersburg, Arizona

Project scope included PLC and SCADA programming and integration for new construction for the addition of a transformer and associated equipment. Jesse performed Modicon Quantum (Concept) programming and screen development in Intellution iFix. The project also included startup and commissioning phases for three different units. The scope included modifications to five Modicon Quantum PLCs and six different SCADA servers. Jesse provides ongoing support at Palo Verde.

GE Water
Phoenix, Arizona

Jesse provides ongoing support for GE Water's Phoenix site including instrumentation, troubleshooting, instrumentation calibration and startup, and troubleshooting for field devices.

Avra Water Co-op
Tucson, Arizona

Project scope included addition of flow totalizations and pump start time tracking. Jesse programmed seven SCADAPack PLCs, two DirectLogic PLCs and their main Wonderware InTouch server to integrate this data. Jesse also programmed daily reports for ten sites and a yearly report for flow total and pump run times using HMI reports.

Kingman Downtown WWTP
City of Kingman, Arizona

Programming of AB ControlLogix PLC, OIT, and Wonderware System Platform with Historian development. Programming and development to standards provided for all aspects of the plant including all pumping procedures, power monitoring, odor control, aeration basins, biofilters, blowers, chemical cleaning, and UV disinfection.

El Mirage WWTP
City of El Mirage, Arizona

PLC replacement involved converting from Data Highway to Remote I/O over Controlnet for PLC-A including replacement of SLC-500 rack to ControlLogix 5000 rack.

Goodyear Injection Wells Expansion
City of Goodyear, Arizona

Addition of three new injection wells including RSLogix 500 programming (MicroLogix), radio path survey, panel design, field wiring, instrument calibration, startup, and ongoing support.

City of Avondale On-Call Support
City of Avondale, Arizona

On-Call Support service including code modifications to vendor packages (MicroLogix)



SOLICITATION AMENDMENT

Solicitation No: P13-0071
 Description: Instrumentation and Control Design
 Programming Services
 Amendment No: One (1)
 Solicitation Due Date: May 13, 2013
 Solicitation Due Time: 5:00 p.m.

Materials Management
 Procurement
 9875 N. 85th Ave., 2nd FL
 Peoria, Arizona 85345-6560
 Telephone: (623) 773-7115
 Fax: (623) 773-7118

Buyer: Jennifer Miller

A signed copy of this Amendment shall be received by the City of Peoria, Materials Management no later than the Solicitation Due Date and Time.

The solicitation shall be amended to include the following items:

- Page 9 of 19, Item 10. 1. a., shall read: Project Understanding and Approach. (maximum 11 pages)
- Current Standards Summary is attached
- Sign-in sheet is attached

All other provisions of this Solicitation shall remain in their entirety.

Vendor hereby acknowledges receipt and agreement with the amendment.

[Signature] 5/13/2013
 Signature Date

Michelle Hammer, Account Executive
 Typed Name and Title

Varech Industrial Systems, LLC
 Company Name

4409 E Baseline Rd, #127
 Address

Phoenix AZ 85042
 City State Zip

The above referenced Solicitation Amendment is hereby Executed

April 30, 2013

at Peoria, Arizona

[Signature: Jennifer Miller]



SIGN-IN SHEET

Nistatela Management
 Procurement
 9876 N. 85th Avenue
 Peoria, Arizona 85345-6660
 Phone: (623) 773-7115
 Fax: (623) 773-7118

Solicitation Number: P13-0071

Date: 4/28/13

Time: 10:00 AM

Re: Instrumentation and Control Design and Programming Services

Location: Point of View Conference Room, 1st Floor

PLEASE PRINT

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SIGN-IN SHEET

Solicitation Number: P13-0071

Materials Management
Procurement
9875 N. 85th Avenue
Peoria, Arizona 85345-0560
Phone: (623) 773-7115
Fax: (623) 773-7118

Date: 4/29/13

Time: 10:00 AM

Re: Instrumentation and Control Design and
Programming Services

Location: Point of View Conference Room, 1st Floor

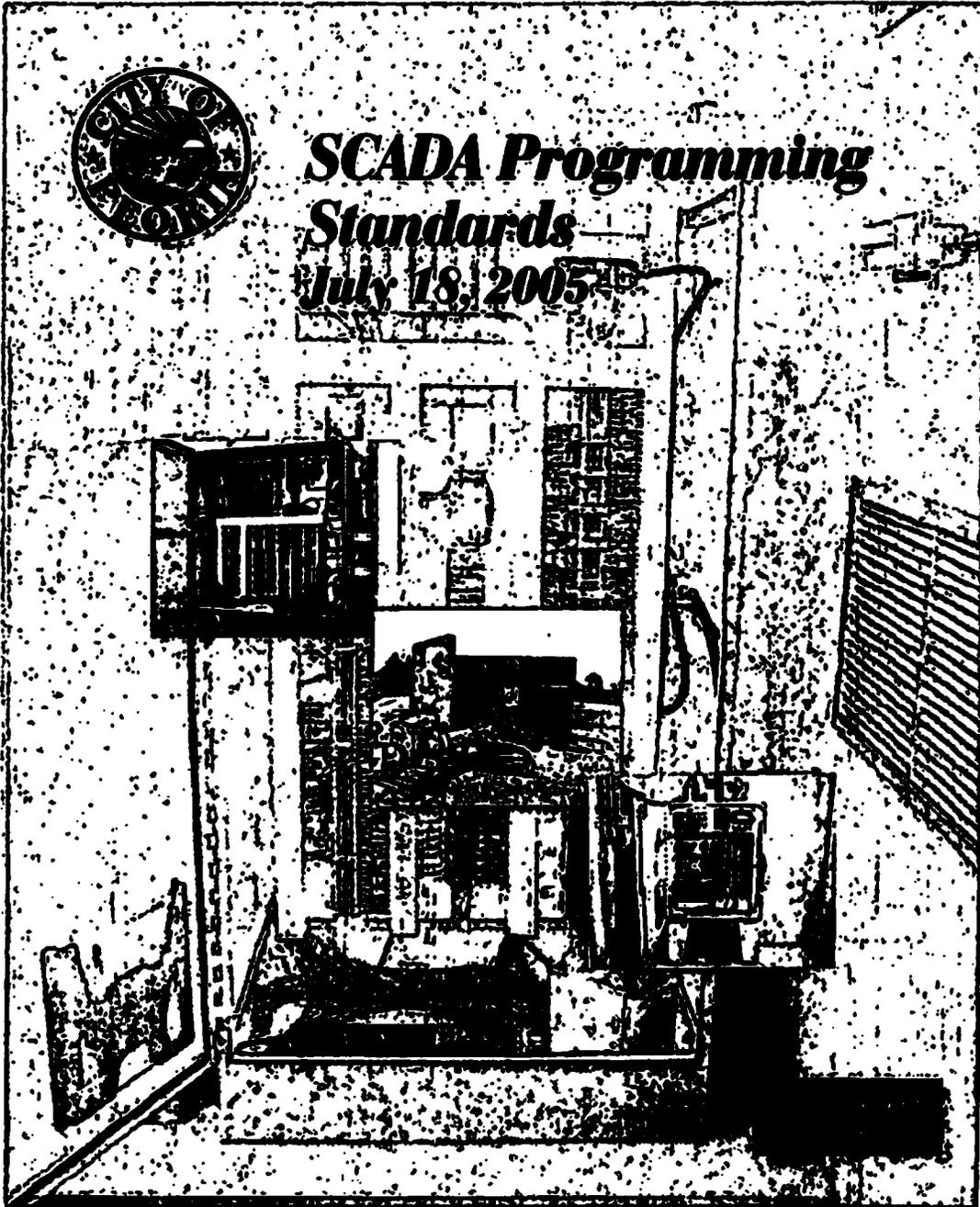
PLEASE PRINT

Name	Company	Telephone	E-Mail Address
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SCADA Programming Standards

July 18, 2005



**CITY OF PEORIA
SCADA PROGRAMMING STANDARDS**

TABLE OF CONTENTS

INTRODUCTION

CHAPTER 1 – OPERATIONS STANDARDS	1-1
1.0 CONTROL DESCRIPTIONS	1-1
1.1 OVERVIEW – STANDARD POWER SYSTEM.....	1-1
1.2 OVERVIEW – RESERVOIR FILL VALVES	1-8
1.3 OVERVIEW – WELL PUMP	1-15
1.4 OVERVIEW – BOOSTER PUMPS.....	1-29
1.5 OVERVIEW – STORAGE RESERVOIR	1-42
1.6 OVERVIEW – PRESSURE REGULATING VALVES.....	1-49
1.7 OVERVIEW – SURGE TANKS.....	1-57
1.8 OVERVIEW – PROGRAMMABLE LOGIC CONTROLLER.....	1-67
1.9 OVERVIEW – POWER MONITORING.....	1-70
1.10 OVERVIEW – INTRUSION/FIRE PROTECTION.....	1-77
1.11 OVERVIEW – CHLORINATION SYSTEM.....	1-81
CHAPTER 2 – HUMAN-MACHINE INTERFACE (HMI) STANDARDS.....	2-1
2.0 HUMAN-MACHINE INTERFACE STANDARDS	2-1
2.1 OVERVIEW	2-2
2.2 ARCHITECTURE.....	2-3
2.3 IFIX SYSTEM CONFIGURATION.....	2-3
2.4 I/O SERVER CONFIGURATION	2-10
2.5 HMI SECURITY	2-11
2.6 HMI ALARMS.....	2-15
2.7 REALTIME DATA BASE CONSTRUCTION	2-18
CHAPTER 3 – PROGRAMMABLE LOGIC CONTROLLER (PLC)	3-1
APPLICATION DEVELOPMENT STANDARDS – PART I	
3.0 PROGRAMMABLE LOGIC CONTROLLER (PLC) APPLICATION	3-1
DEVELOPMENT STANDARDS	
3.1 OVERVIEW	3-1
3.2 ARCHITECTURE.....	3-1
3.3 PROGRAMMING SKETCHES (SIMPLE P&IDS)	3-2
3.4 REAL I/O TO HMI DATABASE CONFIGURATION	3-2
3.5 PLC BASIC CONFIGURATION.....	3-15
3.6 DFB CONVENTIONS.....	3-19
3.7 ALARM CONVENTIONS.....	3-34
3.8 DOCUMENTATION.....	3-37
3.9 OPERATOR INTERFACE TERMINAL (OIT) DISPLAY CONTROLS	3-43

**BROWN AND
CALDWELL**

**CITY OF PEORIA
SCADA PROGRAMMING STANDARDS**

TABLE OF CONTENTS (Continued)

LIST OF TABLES

TABLE 1-1	OPERATING PARAMETERS.....	1-5
TABLE 1-2	CONTROL INSTRUMENT TABLE.....	1-5
TABLE 1-3	ALARMS, LOCAL CONTROLS AND MONITORING SIGNALS	1-6
TABLE 1-4	OPERATING PARAMETERS.....	1-12
TABLE 1-5	CONTROL INSTRUMENT TABLE.....	1-12
TABLE 1-6	ALARMS, LOCAL CONTROLS AND MONITORING SIGNALS	1-13
TABLE 1-7	OPERATING PARAMETERS.....	1-23
TABLE 1-8	CONTROL INSTRUMENT TABLE.....	1-24
TABLE 1-9	ALARMS, CONTROLS AND MONITORING SIGNALS	1-25
TABLE 1-10	OPERATING PARAMETERS.....	1-37
TABLE 1-11	CONTROL INSTRUMENT	1-38
TABLE 1-12	ALARMS, LOCAL CONTROLS AND MONITORING SIGNALS	1-39
TABLE 1-13	OPERATING PARAMETERS.....	1-46
TABLE 1-14	CONTROL INSTRUMENT TABLE.....	1-47
TABLE 1-15	ALARMS, LOCAL CONTROLS AND MONITORING SIGNALS	1-48
TABLE 1-16	OPERATING PARAMETERS.....	1-53
TABLE 1-17	CONTROL INSTRUMENT	1-54
TABLE 1-18	ALARMS, LOCAL CONTROLS AND MONITORING SIGNALS	1-55
TABLE 1-19	OPERATING PARAMETERS.....	1-61
TABLE 1-20	CONTROL INSTRUMENT	1-62
TABLE 1-21	ALARMS, LOCAL CONTROLS AND MONITORING SIGNALS	1-63
TABLE 1-22	OPERATING PARAMETERS.....	1-68
TABLE 1-23	CONTROL INSTRUMENT	1-68
TABLE 1-24	ALARMS, LOCAL CONTROLS AND MONITORING SIGNALS	1-69
TABLE 1-25	OPERATING PARAMETERS.....	1-73
TABLE 1-26	CONTROL INSTRUMENT	1-73
TABLE 1-27	ALARMS, LOCAL CONTROLS AND MONITORING SIGNALS	1-74
TABLE 1-28	OPERATING PARAMETERS.....	1-78
TABLE 1-29	CONTROL INSTRUMENT	1-79
TABLE 1-30	ALARMS, LOCAL CONTROLS AND MONITORING SIGNALS	1-80
TABLE 1-31	OPERATING PARAMETERS.....	1-94
TABLE 1-32	PLC CONTROLLED EQUIPMENT	1-95
TABLE 1-33	CONTROL INSTRUMENT	1-95
TABLE 1-34	ALARMS, CONTROLS AND MONITORING SIGNALS	1-96
TABLE 2-1	SCADA NODE PATH CONFIGURATION	2-4
TABLE 2-2	SCADA NOTE PATH CONFIGURATION	2-5
TABLE 2-3	DEVELOPMENT NODE PATH CONFIGURATION	2-5
TABLE 2-4	VIEW NODE PATH CONFIGURATION	2-6
TABLE 2-5	DEVELOPMENT NODE TASKS	2-7
TABLE 2-6	SCADA NODE TASKS.....	2-7

**BROWN AND
CALDWELL**

**CITY OF PEORIA
SCADA PROGRAMMING STANDARDS**

TABLE OF CONTENTS (Continued)

TABLE 2-7	VIEW NODE TASKS.....	2-8
TABLE 2-8	GROUPS AND PRIVILEGES	2-13
TABLE 2-9	SECURITY AREAS.....	2-14
TABLE 2-10	ALARM FORMATTING	2-17
TABLE 2-11	ALARM AREAS.....	2-17
TABLE 3-1	RTU MESSAGE FRAME	3-5
TABLE 3-2	EXAMPLE OF MASTER QUERY	3-8
TABLE 3-3	EXAMPLE OF SLAVE RESPONSE MODBUS FUNCTION CODES	3-9
TABLE 3-4	READ COIL STATUS – QUERY	3-9
TABLE 3-5	READ COIL STATUS – RESPONSE.....	3-10
TABLE 3-6	READ HOLDING REGISTER – QUERY.....	3-11
TABLE 3-7	READ HOLDING REGISTER – RESPONSE.....	3-11
TABLE 3-8	FORCE SINGLE COIL – QUERY	3-12
TABLE 3-9	FORCE SINGLE COIL – RESPONSE.....	3-13
TABLE 3-10	PRESET SINGLE REGISTER – QUERY.....	3-14
TABLE 3-11	PRESET SINGLE REGISTER – RESPONSE	3-14
TABLE 3-12	OIT SCREEN COLOR CONVENTIONS.....	3-44

**BROWN AND
CALDWELL**

**CITY OF PEORIA
SSCADA PROGRAMMING STANDARDS**

TABLE OF CONTENTS (Continued)

LIST OF FIGURES

FIGURE 3-1	ANALOG CONFIGURATION SECTION	3-15
FIGURE 3-2	ANALOG INPUT MODULE CONFIGURATION.....	3-16
FIGURE 3-3	ANALOG SCALING SECTION	3-17
FIGURE 3-4	DFB DAUTOMAN	3-19
FIGURE 3-5	DFB RUNTIME	3-21
FIGURE 3-6	DFB FLOWTOTL	3-23
FIGURE 3-7	DFB ALMLATCH	3-25
FIGURE 3-8	DFB MTR_DALM	3-27
FIGURE 3-9	DFB MOV_CTLs	3-29
FIGURE 3-10	DFB DI_ALIAS.....	3-31
FIGURE 3-11	SEQ_4	3-32
FIGURE 3-12	CHLORINE BUILDING INTRUSION ALARM	3-36
FIGURE 3-13	EXPORT-PROJECT WITH USED DFBs	3-38
FIGURE 3-14	EXPORT-VARIABLES: TEXT DELIMITED	3-38
FIGURE 3-15	EXPORT-VARIABLES: FILTER SETTING	3-39
FIGURE 3-16	EXPORT VARIABLES: TEXT DELIMETED.....	3-40
FIGURE 3-17	BASIC INITIAL SETTING.....	3-42
FIGURE 3-18	CONVERT PROJECT TO ASCII FILE	3-43
FIGURE 3-19	PUMP OVERVIEW	3-45
FIGURE 3-20	ACTIVATE ALARMS	3-46
FIGURE 3-21	PUMP SETPOINTS	3-47
FIGURE 3-22	RESERVOIR STATUS.....	3-48
FIGURE 3-23	PRESSURE SETPOINTS	3-49
FIGURE 3-24	PUMP 1 CONTROLS	3-50
FIGURE 3-25	CHLORINE STATUS.....	3-51
FIGURE 3-26	HYDRO PNEUMATIC TANK.....	3-52
FIGURE 3-27	POWER STATUS	3-53
FIGURE 3-28	PLC ALARMS.....	3-54
FIGURE 3-29	SCREEN MENU	3-55
FIGURE 3-30	DATE/TIME SETUP	3-56

APPENDICES

APPENDIX A	CITY OF PEORIA APPROVED EQUIPMENT LIST INSTRUMENT LIST FOR MANUFACTURER PREFERENCE
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**BROWN AND
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**CITY OF PEORIA
SCADA PROGRAMMING STANDARDS**

TABLE OF CONTENTS (Continued)

LIST OF ACRONYMS

CHAPTER 1 - OPERATIONS STANDARDS	
A	Amperes
AC	Alternating Current
AI	Analog Input
AO	Analog Output
ATS	Automatic Transfer Switch
CV	Central Valve
DC	Direct Current
DI	Discrete Input
DO	Discrete Output
ES	Emergency Stop
Ft	Feet
GPM	Gallons Per Minute
H/O/A	Hand - Off - Automatic
HA	Hand / Auto
HMI	Human Machine Interface
HOR	Hand / Off / Remote
HP	Horse Power
I/O	Input/Output
KVA	Kilovolt Ampere
KVAR	Kilovolt Ampere Reactance
KW	Kilowatt
L/O/R	Local - Off - Remote
L-L	Line to Line
L-N	Line to Neutral
LR	Local / Remote
MA	Manual / Auto
MCC	Motor Control Center
MGD	Million Gallons Per Day
N/A	Not Applicable
NC	Normally Closed
N-G	Neutral to Ground
NO	Normally Open
O/C	Open / Close
OIT	Operator Interface Terminal
OO	On / Off
OOR	Out Of Range
PID	Proportional, Integral, Derivative
PLC	Programmable Logic Controller
PPM	Parts Per Million

**BROWN AND
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**CITY OF PEORIA
SCADA PROGRAMMING STANDARDS**

TABLE OF CONTENTS (Continued)

PRV	Pressure Reducing Valve
PSI	Pounds per Square Inch
PSV	Pressure Sustaining Valve
RMS	Root Mean Square
RTU	Remote Terminal Unit
SCADA	System Control and Data Acquisition
SES	Service Entrance Section
SS	Stop / Start
SSS	Solid-State Starter
THD	Total Harmonic Distortion
TVSS	Transient Voltage Surge Suppressor
VFD	Variable Frequency Drive
CHAPTER 2 – HUMAN-MACHINE INTERFACE STANDARDS	
ALM	Alarm
ALMLATCH	Analog or Discrete Alarm Latching
APP	Application
CL₂	Chlorine
CPU	Central Processing Unit
CTS	Clear to Send
DFB	Digital Function Block
DTR	Data Terminal Ready
DTS	Data Set Ready
EU	Engineering Units
HMI	Human-Machine Interface
HTC	Historical Collect
HTR	Hardware Trouble Report
HTRDATA	Hardware Trouble Report Data
IP	Internet Protocol
MA	Milliampere
MBI	Modicon Modbus I Protocol
MHz	Mega Hertz
NLS	Network License Server
OIT	Operator Interface Terminal
PDB	Program Database
PIC	Processor Input Control
PLC	Programmable Logic Controller
RCC	Region/Remote Control Center,
RCM	Remote Control/Console Monitor
RTS	Ready to Send
RTU	Remote Telemetry Unit
SAC	Scan, Alarm and Control
SCADA	Supervisory Control and Data Acquisition

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**CITY OF PEORIA
SCADA PROGRAMMING STANDARDS**

TABLE OF CONTENTS (Continued)

SCU	System Configuration Utility
SPC	Software Process Control
SOL	Structured Query Language
VAC	Voltage Alternative Current
VDC	Voltage Direct Current
CHAPTER 3 – APPLICATION DEVELOPMENT STANDARDS	
AEG	AEG Schneider Automation International S.A.S
AI	Analog Input
AO	Analog Output
ASCII	American Standard Code for Information Exchange
BRV	Bypass Reservoir Valve
CD	Compact Disc
CHAR	Character
CRC	Cyclic Redundancy Check
CRLF	Carriage Return Line Feed
CSV	Comma Separated Value
DALM	Discrete Alarm Latching for Fail to Start
DCS	Distributed Control System
DFB	Distributed Feedback
DI	Digital Input
DO	Digital Output
IEEE	Institute of Electrical Engineers
IO	Input-Output
LRC	Longitudinal Redundancy Check
LSB	Least Significant Bit
MBUS	Modbus
MSB	Most Significant Bit
MTR	Motor
NC	Normally Closed
NO	Normally Open
P&ID	Piping and Instrument Diagram
PID	Proportional, Integral, Derivative
PLC	Programmable Logic Controller
PSI	Pounds per Square Inch
RPM	Revolutions per Minute
RTU	Remote Telemetry Unit
SCADA	Supervisory Control and Data Acquisition
TCP/IP	Transmission Control Protocol/Internet Protocol

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**CITY OF PEORIA
SCADA PROGRAMMING STANDARDS**

TABLE OF CONTENTS (Continued)

GLOSSARY

CHAPTER 1 – OPERATIONS STANDARDS	
Back-Spin	Reverse direction of motor/pump generally due to reverse hydraulic flow
Educto	Venturi jet device that uses pressurized liquid to entrain, mix and pump
E-Stop	Emergency Stop push button
Hydraulic	Fluid pressure/control/flow
Interposing	To place in between i.e., a relay that permits the connection of different voltages
Intrusion	Reference to illicit security system entry
Mercoid	Mercury Type Contact
CHAPTER 2 – HUMAN-MACHINE INTERFACE STANDARDS	
Failover	Automatic switching to an redundant or standby server, system, or network upon failure of the current system.
Node	End point or connecting point of a network
Phasing	Offsetting the processing of block information from the process database to the SAC
Polling	Data collection time interval
Redundancy	Duplication of components or processing in order to avoid failures and errors
CHAPTER 3 – APPLICATION DEVELOPMENT STANDARDS	
Algorithm	Mathematical procedure for performing a computational task
DAUTOMAN	Programming language providing the basis controls of placing a piece of equipment into DCS Auto/Manual mode of control
Ethernet	Networking technology for local area networks using coaxial cable
Hexadecimal	Number system having sixteen as its base
Hysteresis	The lagging or retardation of the effect
Trending	Graphic display of historic values

**BROWN AND
CALDWELL**



STANDARD TERMS AND CONDITIONS

Materials Management
Procurement
9875 N. 85th Avenue
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118

THE FOLLOWING TERMS AND CONDITIONS ARE AN EXPLICIT PART OF THE SOLICITATION AND ANY RESULTANT CONTRACT.

1. **CERTIFICATION:** By signature in the Offer section of the Offer and Contract Award page (COP Form 203), the Professional Services Provider, (Consultant), certifies:
 - a. The submission of the offer did not involve collusion or other anti-competitive practices.
 - b. The Consultant shall not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11246.
 - c. The Consultant has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip favor, or service to a public servant in connection with the submitted offer. Failure to sign the offer, or signing it with a false statement, shall void the submitted offer or any resulting contracts, and the Consultant may be debarred.
2. **GRATUITIES:** The City may, by written notice to the Consultant, cancel this contract if it is found by the City that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Consultant or any agent or representative of the Consultant, to any officer or employee of the City with a view toward securing an order, securing favorable treatment with respect to the awarding, amending, or the making of any determinations with respect to the performing of such order. In the event this contract is cancelled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold from the Consultant the amount of the gratuity. Paying the expense of normal business meals which are generally made available to all eligible city government customers shall not be prohibited by this paragraph.
3. **APPLICABLE LAW:** In the performance of this agreement, contractors shall abide by and conform to any and all laws of the United States, State of Arizona and City of Peoria including but not limited to federal and state executive orders providing for equal employment and procurement opportunities, the Federal Occupational Safety and Health Act and any other federal or state laws applicable to this agreement.

Contractor specifically understands and acknowledges the applicability to it of the Americans with Disabilities Act, the Immigration Reform and Control Act of 1986, and the Drug Free Workplace Act of 1989. In addition, if this agreement pertains to construction, Contractor must also comply with A.R.S. § 34-301, as amended (Employment of Aliens on Public Works Prohibited) and A.R.S. § 34-302, as amended (Residence Requirements for Employees).

Under the provisions of A.R.S. § 41-4401, Contractor hereby warrants to the City that Contractor and each of its subcontractors ("Subcontractors") will comply with, and are contractually obligated to comply with, all Federal immigration laws and regulations that relate to their employees and A.R.S. § 23-214(A) (hereinafter, "Contractor Immigration Warranty").

A breach of the Contractor Immigration Warranty shall constitute a material breach of this agreement and shall subject Contractor to penalties up to and including termination of this agreement at the sole discretion of the City. The City may, at its sole discretion, conduct random verification of the employment records of Contractor and any Subcontractors to ensure compliance with the Contractor Immigration Warranty. Contractor agrees to assist the City in regard to any random verifications performed.

Neither Contractor nor any Subcontractor shall be deemed to have materially breached the Contractor Immigration Warranty if Contractor or the Subcontractor establishes that it has complied with the employment verification provisions prescribed by §§ 274A and 274B of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. § 23-214(A).

The provisions of this Paragraph must be included in any contract Contractor enters into with any Subcontractors who provide services under this agreement or any subcontract. "Services" is defined as furnishing labor, time or effort in the State of Arizona by a contractor or subcontractor. Services include construction or maintenance of any structure, building or transportation facility or improvement to real property.

Contractor warrants, for the term of this agreement and for six months thereafter, that it has fully complied with the requirements of the Immigration Reform and Control Act of 1986 and all related or similar legal authorities.



STANDARD TERMS AND CONDITIONS

**Materials Management
Procurement**
9875 N. 85th Avenue
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118

This contract shall be governed by the City and Contractor shall have all remedies afforded each by the Uniform Commercial Code, as adopted in the State of Arizona, except as otherwise provided in this contract or in statutes pertaining specifically to the City. This contract shall be governed by the laws of the State of Arizona and suit pertaining to this contract may be brought only in courts in the State of Arizona.

This contract is subject to the provisions of ARS §38-511; the City may cancel this contract without penalty or further obligations by the City or any of its departments or agencies if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the City or any of its departments or agencies, is at any time while the contract or any extension of the contract is in effect, an employee of any other party to the contract in any capacity or a consultant to any other party of the contract with respect to the subject matter of the contract.

4. **LEGAL REMEDIES:** All claims and controversies shall be subject to resolution according to the terms of the City of Peoria Procurement Code.
5. **CONTRACT:** The contract between the City and the Consultant shall consist of (1) the Solicitation, including instructions, all terms and conditions, specifications, scopes of work, attachments, and any amendments thereto, and (2) the offer submitted by the Consultant in response to the solicitation. In the event of a conflict in language between the Solicitation and the Offer, the provisions and requirements in the Solicitation shall govern. However, the City reserves the right to clarify, in writing, any contractual terms with the concurrence of the Consultant, and such written contract shall govern in case of conflict with the applicable requirements stated in the Solicitation or the Consultant's offer. The Solicitation shall govern in all other matters not affected by the written contract.
6. **CONTRACT AMENDMENTS:** This contract may be modified only by a written Contract Amendment (COP Form 217) signed by persons duly authorized to enter into contracts on behalf of the City and the Consultant.
7. **CONTRACT APPLICABILITY:** The Offeror shall substantially conform to the terms, conditions, specifications and other requirements found within the text of this specific Solicitation. All previous agreements, contracts, or other documents, which have been executed between the Offeror and the City are not applicable to this Solicitation or any resultant contract.
8. **PROVISIONS REQUIRED BY LAW:** Each and every provision of law and any clause required by law to be in the contract will be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, the contract will forthwith be physically amended to make such insertion or correction.
9. **SEVERABILITY:** The provisions of this contract are severable to the extent that any provision or application held to be invalid shall not affect any other provision or application of the contract which may remain in effect without the invalid provision or application.
10. **RELATIONSHIP TO PARTIES:** It is clearly understood that each party will act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other for any purpose whatsoever. The Consultant is advised that taxes or Social Security payments will not be withheld from any City payments issued hereunder and that the Consultant should make arrangements to directly pay such expenses, if any.
11. **INTERPRETATION-PAROL EVIDENCE:** This contract represents the entire agreement of the Parties with respect to its subject matter, and all previous agreements, whether oral or written, entered into prior to this contract are hereby revoked and superseded by this contract. No representations, warranties, inducements or oral agreements have been made by any of the Parties except as expressly set forth herein, or in any other contemporaneous written agreement executed for the purposes of carrying out the provisions of this contract. This contract may not be changed, modified or rescinded except as provided for herein, absent a written agreement signed by both Parties. Any attempt at oral modification of this contract shall be void and of no effect.
12. **NO DELEGATION OR ASSIGNMENT:** Contractor shall not delegate any duty under this Contract, and no right or interest in this Contract shall be assigned by Contractor to any successor entity or third party, including but not limited to an affiliated successor or purchaser of Contractor or its assets, without prior written permission of the City. The City, at its



STANDARD TERMS AND CONDITIONS

Materials Management
Procurement
9875 N. 85th Avenue
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
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option, may cancel this Contract in the event Contractor undertakes a delegation or assignment without first obtaining the City's written approval. Contractor agrees and acknowledges that it would not be unreasonable for the City to decline to approve a delegation or assignment that results in a material change to the services provided under this Contract or an increased cost to the City.

13. **SUBCONTRACTS:** No subcontract shall be entered into by the Consultant with any other party to furnish any of the material, service or construction specified herein without the advance written approval of the City. The prime Consultant shall itemize all sub-contractors which shall be utilized on the project. Any substitution of sub-contractors by the prime Consultant shall be approved by the City and any cost savings will be reduced from the prime Consultant's bid amount. All subcontracts shall comply with Federal and State laws and regulations which are applicable to the services covered by the subcontract and shall include all the terms and conditions set forth herein which shall apply with equal force to the subcontract and if the Subcontractor were the Consultant referred to herein. The Consultant is responsible for contract performance whether or not Subcontractors are used.
14. **RIGHTS AND REMEDIES:** No provision in this document or in the Consultant's offer shall be construed, expressly or by implication, as waiver by the City of any existing or future right and/or remedy available by law in the event of any claim of default or breach of contract. The failure of the City to insist upon the strict performance of any term or condition of the contract or to exercise or delay the exercise of any right or remedy provided in the contract, or by law, or the City's acceptance of and payment for materials or services, shall not release the Consultant from any responsibilities or obligations imposed by this contract or by law, and shall not be deemed a waiver of any right of the City to insist upon the strict performance of the Contract.
15. **INDEMNIFICATION:** To the fullest extent permitted by law, the Consultant shall defend, indemnify and hold harmless the City, its agents, representatives, officers, directors, officials and employees for costs or damages for which the Consultant is legally responsible or for which the City is vicariously liable on account of the Consultant's willful or negligent acts, error or omissions.
- The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.
16. **OVERCHARGES BY ANTITRUST VIOLATIONS:** The City maintains that, in practice, overcharges resulting from antitrust violations are borne by the purchaser. Therefore, to the extent permitted by law, the Consultant hereby assigns to the City any and all claims for such overcharges as to the goods and services used to fulfill the Contract.
17. **FORCE MAJEURE:** Except for payment for sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force Majeure. The term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; acts of terror, hate crimes affecting public order; riots; strikes; mobilization; labor disputes; civil disorders; fire; floods; lockouts, injunctions-intervention-acts, or failures or refusals to act by government authority; events or obstacles resulting from a governmental authority's response to the foregoing; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence. The force majeure shall be deemed to commence when the party declaring force majeure notifies the other party of the existence of the force majeure and shall be deemed to continue as long as the results or effects of the force majeure prevent the party from resuming performance in accordance with this Contract.

Force majeure shall not include the following occurrences:

- a. Last minute failure of office equipment is not force majeure.
- b. Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this Force Majeure term and Condition.

Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure. If either party is delayed at any time in the progress of the work by force majeure, then the delayed party shall notify the other party



STANDARD TERMS AND CONDITIONS

Materials Management
Procurement
9875 N. 85th Avenue
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118

in writing of such delay within forty-eight (48) hours commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be hand delivered or mailed *Certified-Return Receipt* and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing. The time of completion shall be extended by contract modification for a period of time equal to the time that the results or effects of such delay prevent the delayed party from performing in accordance with this contract.

18. **RIGHT TO ASSURANCE:** Whenever one party to this contract in good faith has reason to question the other party's intent to perform he may demand that the other party give a written assurance of this intent to perform. In the event that a demand is made and no written assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of the Contract.
19. **RIGHT TO AUDIT RECORDS:** The City may, at reasonable times and places, audit the books and records of any Contractor as related to any contract held with the City. This right to audit also empowers the City to inspect the papers of any Contractor or Subcontractor employee who works on this contract to ensure that the Contractor or Subcontractor is complying with the Contractor Immigration Warranty made pursuant to Paragraph 3 above.
20. **RIGHT TO INSPECT:** The City may, at reasonable times, inspect the part of the place of business of a Consultant or Subcontractor which is related to the performance of any contract as awarded or to be awarded.
21. **WARRANTIES:** Consultant warrants that all services delivered under this contract shall conform to the specifications of this contract. Consultant warrants that all services shall be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. Additional warranty requirements may be set forth in the solicitation.
22. **INSPECTION:** All services are subject to final inspection and acceptance by the City. Services failing to conform to the specifications of this Contract will be held at Consultant's risk and may be returned to the Consultant. If so returned, all costs are the responsibility of the Consultant. The City may elect to do any or all:
 - a. Waive the non-conformance.
 - b. Stop the work immediately.
 - c. Bring material into compliance.This shall be accomplished by a written determination for the City.
23. **TITLE AND RISK OF LOSS:** The title and risk of loss of service shall not pass to the City until the City actually receives the service at the point of delivery, unless otherwise provided within this Contract.
24. **NO REPLACEMENT OF DEFECTIVE TENDER:** Every tender of materials shall fully comply with all provisions of the Contract. If a tender is made which does not fully conform, this shall constitute a breach of the Contract as a whole.
25. **DEFAULT IN ONE INSTALLMENT TO CONSTITUTE TOTAL BREACH:** Consultant shall deliver conforming materials in each installment of lot of this Contract and may not substitute nonconforming materials. Delivery of nonconforming materials or a default of any nature, at the option of the City, shall constitute a breach of the Contract as a whole.
26. **LICENSES:** Consultant shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Consultant as applicable to this Contract.
27. **PATENTS AND COPYRIGHTS:** All services, information, computer program elements, reports and other deliverables, which may be patented or copyrighted and created under this contract are the property of the City and shall not be used or released by the Consultant or any other person except with the prior written permission of the City.
28. **PREPARATION OF SPECIFICATIONS BY PERSONS OTHER THAN CITY PERSONNEL:** All specifications shall seek to promote overall economy for the purposes intended and encourage competition and not be unduly restrictive in satisfying the City's needs. No person preparing specifications shall receive any direct or indirect benefit from the utilization of specifications, other than fees paid for the preparation of specifications.



STANDARD TERMS AND CONDITIONS

Materials Management
Procurement
9875 N. 85th Avenue
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118

29. **COST OF PROPOSAL PREPARATION:** The City shall not reimburse the cost of developing presenting or providing any response to this solicitation. Offers submitted for consideration should be prepared simply and economically, providing adequate information in a straightforward and concise manner.
30. **PUBLIC RECORD:** All offers submitted in response to this solicitation shall become the property of the City and shall become a matter of public record available for review, subsequent to the award notification, in accordance with the City's Procurement Code. However, subsequent to the award of the contract, any information and documents obtained by the City during the course of an audit conducted in accordance with Paragraph 19 above for the purpose of determining compliance by Contractor or a Subcontractor with the Contractor Immigration Warranty mandated by Paragraph 3 above shall remain confidential and shall not be made available for public review or produced in response to a public records request, unless the City is ordered or otherwise directed to do so by a court of competent jurisdiction.
31. **ADVERTISING:** Consultant shall not advertise or publish information concerning this Contract, without prior written consent of the City.
32. **DELIVERY ORDERS:** The City shall issue a Purchase Order for the services covered by this contract. All such documents shall reference the contract number as indicated on the Offer and Contract Award (COP Form 203).
33. **FUNDING:** Any contract entered into by the City of Peoria is subject to funding availability. Fiscal years for the City of Peoria are July 1 to June 30. The City Council approves all budget requests. If a specific funding request is not approved, the contract shall be terminated.
34. **DISCLAIMER:** The City of Peoria, Arizona provides current and complete solicitation information for registered Plan Holders only. Updates, amendments and related information regarding the solicitation contained herein will be delivered only to registered Plan Holders. The City assumes no liability or duty to so update or send any update to persons who are not Plan Holders. Any person who acquires these documents from any source other than the City website or directly from the Materials Management Division, has no assurance that the solicitation is valid. No person may amend this document, nor may any person publish it without this disclaimer.
35. **PAYMENT:** A separate invoice shall be issued for each service performed, and no payment will be issued prior to receipt of services and correct invoice.
36. **PROHIBITED LOBBYING ACTIVITIES:** The Offeror, his/her agent or representative shall not contact, orally or in any written form any City elected official or any City employee other than the Materials Management Division, the procuring department, City Manager, Deputy City Manager or City Attorney's office (for legal issues only) regarding the contents of this solicitation or the solicitation process commencing from receipt of a copy of this request for proposals and ending upon submission of a staff report for placement on a City Council agenda. The Materials Manager shall disqualify an Offeror's proposal for violation of this provision. This provision shall not prohibit an Offeror from petitioning an elected official after submission of a staff report for placement on a City Council agenda or engaging in any other protected first amendment activity after submission of a staff report for placement on a City Council agenda.
37. **PROHIBITED POLITICAL CONTRIBUTION:** Consultant during the term of this Agreement shall not make a contribution reportable under Title 16, Chapter 6, Article 1, Arizona Revised Statutes to a candidate or candidate committee for any city elective office during the term of this Agreement. The City reserves the right to terminate the Agreement without penalty for any violation of this provision.



SPECIAL TERMS AND CONDITIONS

Solicitation Number: P13-0071

Materials Management
Procurement
9875 N. 85th Avenue
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118

1. **Purpose:** Pursuant to provisions of the City Procurement Code, the City of Peoria, Materials Management Division intends to establish a contract for SCADA Programming Services.
2. **Authority:** This Solicitation as well as any resultant contract is issued under the authority of the City. No alteration of any resultant contract may be made without the express written approval of the City Materials Manager in the form of an official contract amendment. Any attempt to alter any contract without such approval is a violation of the contract and the City Procurement Code. Any such action is subject to the legal and contractual remedies available to the City inclusive of, but not limited to, contract cancellation, suspension and/or debarment of the Consultant.
3. **Offer Acceptance Period:** In order to allow for an adequate evaluation, the City requires an offer in response to this Solicitation to be valid and irrevocable for sixty (60) days after the opening time and date.
4. **Eligible Agencies:** Any contract resulting from this Solicitation shall be for the use of all City of Peoria departments, agencies and boards.
5. **Cooperative Purchasing:** Any contract resulting from this solicitation shall be for the use of the City of Peoria. In addition, specific eligible political subdivisions and nonprofit educational or public health institutions may also participate at their discretion. In order to participate in any resultant contract, a political subdivision or nonprofit educational or public health institution must have been invited to participate in this specific solicitation and the contractor must be in agreement with the cooperative transaction. In addition to cooperative purchasing, any eligible agency may elect to participate (piggyback) on any resultant contract; the specific eligible political subdivision, nonprofit educational or public health institution and the contractor must be in agreement.

Any orders placed to the successful contractor will be placed by the specific agencies participating in this purchase. Payment for purchases made under this agreement will be the sole responsibility of each participating agency. The City shall not be responsible for any disputes arising out of transactions made by others.
6. **Term of Contract:** The term of any resultant contract shall commence on the first day of the month following the date of award and shall continue for a period of one (1) year thereafter, unless terminated, cancelled or extended as otherwise provided herein.
7. **Contract Extension:** By mutual written contract amendment, any resultant contract may be extended for supplemental periods of up to a maximum of forty-eight (48) months.
8. **Affirmative Action:** It is the policy of the City of Peoria that suppliers of goods or services to the City adhere to a policy of equal employment opportunity and demonstrate an affirmative effort to recruit, hire, and promote regardless of race, color, religion, gender, national origin, age or disability. The City of Peoria encourages diverse suppliers to respond to solicitations for products and services.
9. **Pre-Proposal Conference:** A conference will be held at the Municipal Office Complex, Materials Management Division:

ADDRESS: 9875 N. 85th Avenue
Peoria, Arizona 85345
Point of View Room

DATE: April 29, 2013

TIME: 10:00 a.m., Arizona Time

The purpose of this conference will be to clarify the contents of this Request For Proposal in order to prevent any misunderstanding of the City's position. Any doubt as to the requirements of this Request For Proposal or any apparent omission or discrepancy should be presented to the City at this conference. The City will then determine the appropriate action necessary, if any, and issue a written amendment to the Request For Proposal. Oral statements or instructions shall not constitute an amendment to this Request For Proposal.
10. **Proposal Format:** Proposals shall be submitted in one (1) original and five (5) copies on the forms and in the format as contained in the Request for Proposal. Proposals shall be on 8 1/2" & 11" paper with the text on one side only. All



SPECIAL TERMS AND CONDITIONS

Solicitation Number: P13-0071

Materials Management
Procurement
9875 N. 85th Avenue
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118

submittal information must contain data for only the local office(s) which will be performing the work. The proposals should be submitted in the maximum length requirements as specified:

- 1) **Technical Proposal Content** - the following items shall be addressed in the technical proposal submission.
 - a. **Project Understanding and Project Approach. (maximum 10 pages)**
 - i. Understanding of the Scope of Work. (1 page)
 - ii. Plan and Method of approach to accomplish the Scope of Work. (6 pages)
 - iii. Work plan and task schedule to accomplish the required Scope of Work. (2 pages)
 - iv. Overall firm and staff projected workload. (1 page)
 - v. Location of Work (1/2 page)
 - vi. Anticipated City involvement for successful completion of the required Scope of Work. (1/2 page)
 - b. **Firm's Experience/Similar Projects. (maximum 5 pages)**
 - i. Firm's list of Similar Projects completed within the last five (5) years.
 - c. **Staff's Capabilities and Assignments. (maximum 8 pages)**
 - i. Staff assignments for this project
 - ii. 1 page resumes.
 - d. **References from Similar Projects. (maximum 3 pages)**
 - iii. References from 3 projects of similar size and scope. Must be completed projects. Must include project description and services performed, final cost and specific contact information including name, title, phone number, and address.
11. **Evaluation:** In accordance with the City of Peoria Procurement Code, awards shall be made to the responsible offeror whose proposal is determined in writing to be the most advantageous to the City, based upon the evaluation criteria listed below. The evaluation factors are listed in their relative order of importance. The final list will consist of the top 3-5 scoring firms.
 - a. Project Understanding and Project Approach. (300 points)
 - b. Firm's Experience/Similar Projects. (300points)
 - c. Staff's Capabilities and Assignments. (350 points)
 - d. Conformance to Request for Technical Proposals. (50 points)
12. **Discussions:** In accordance with the City of Peoria Procurement Code, after the initial receipt of proposals, discussions may be conducted with offerors who submit proposals determined to be reasonably susceptible of being selected for award.
13. **Interview Guidelines:** During any requested interview, which would be scheduled in the future, be prepared to discuss your firm's proposal, staff assignments, project approach and other pertinent information. The presentation shall be approximately 30 minutes, allowing 30 minutes for a question and answer session. The Consultant's Project/Team Manager shall lead the presentation team and answer questions on behalf of the Consultant. If work involves a major sub-consultant, the firms Project/Team Manager's presence may also be requested (by the City) at the interview.
14. **Interviews:** If interviews are needed, the final selection scoring will start over and be based on the presentation and interview scores only. The final list will consist of the top 3-5 scoring firms.
 - a. Presentation (500 points)
 - b. Interview Questions and Answers (500 points)



SPECIAL TERMS AND CONDITIONS

Solicitation Number: P13-0071

Materials Management
Procurement
9875 N. 85th Avenue
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118

15. **Proposal Opening:** Proposals shall be submitted at the time and place designated in the request for proposals. All information contained in the proposals shall be deemed as exempt from public disclosure based on the City's need to avoid disclosure of contents prejudicial to competing offerors during the process of negotiation. The proposals shall not be open for public inspection until after contract award. **PRICES SHALL NOT BE READ.** After contract award, the successful proposal and the evaluation documentation shall be open for public inspection.
16. **Price Adjustment:** The City of Peoria Purchasing Office will review fully documented requests for price increases after any contract has been in effect for one (1) year. Any price increase adjustment will only be made at the time of contract extension and will be a factor in the extension review process. The City of Peoria Materials Management Division will determine whether the requested price increase or an alternate option, is in the best interest of the City. Any price adjustment will be effective upon the effective date of the contract extension.
17. **Performance Warranty:** This section does not relieve Consultant from its obligation to provide Work and Materials/Design Materials appropriate to the purposes of this Project. Nothing in this Agreement creates any contractual liability between the City of Peoria and any Subcontractor; however, the City of Peoria is an intended third-party beneficiary of all contracts for services, all Subcontracts, purchase orders and other agreements between the Consultant and third parties. The Consultant must incorporate the obligations of this Agreement into its respective Subcontracts, supply agreements and purchase orders.
18. **Permits and Approvals:** Consultant agrees and undertakes to obtain necessary permits and approvals, as per the scope of work, from all local, state and federal authorities for the project. In all other cases, the consultant agrees to assist the city to obtain all necessary permits and approvals from all local, state, and federal authorities for the project.
19. **Scope of Work Deliverable:** The successful Consultant shall prepare and provide a detailed Scope of Work for the project. The finalized Scope of Work shall include the agreed upon approach, method, format, and timing to complete the project.
20. **Inspection:** All work shall be subject to inspection, surveillance, and test by the City at reasonable times during the performance of the contract. The Consultant shall provide and maintain an inspection system which is acceptable to the City.
21. **Ownership of Documents:** All materials/design materials (hardcopy or electronic), drawings, specifications, reports, and other data developed by the Consultant, its assigned employees or subconsultants pursuant to this Agreement shall become the property of the City of Peoria as prepared, whether delivered to the City of Peoria or not. Unless otherwise provided herein, all such data shall be delivered to the City of Peoria or its designee upon completion of the agreement or at such other times as the City of Peoria or its designee may request.

The City of Peoria shall indemnify and hold harmless the Consultant, its Subcontractors, Subconsultants, and their respective agents and employees from and against all claims, liabilities, demands, actions, costs and expenses (including attorneys' and experts' fees and costs) (collectively, "Claims") arising from any use by the City of Peoria, its successors or assigns of such Materials/Design Materials if reuse, modifications or amendments of any such materials/design materials are made without the prior consent and involvement of the Consultant.
22. **Use of Materials/Design Materials:** The City of Peoria shall have unlimited rights to copy and use in connection with the Project all Materials/Design Materials, including the right to use same on the Project at no additional cost to the City of Peoria, regardless of degree of completion, provided that said services performed have been fully paid for as required by the terms of this Agreement exclusive of amounts disputed by City of Peoria in good faith. The Consultant agrees to and does hereby grant to the City of Peoria and any assignee or successor of the City of Peoria as owner of the Project a royalty-free license to any such Materials/Design Materials as to which the Consultant may assert any rights under the patent or copyright laws. The Consultant hereby assigns outright and exclusively to the City of Peoria all copyrights of the Project. The Consultant, as part of its agreements with any Subcontractor or Subconsultant, will secure such license and use rights from each such entity, and shall defend, indemnify and hold the City of Peoria and any successors or assigns harmless from any claims from such for claims by such entities for copyright or patent infringement.
23. **Investigation of Conditions:** The Consultant warrants and agrees familiarity of the work that is required, is satisfied as to the conditions under which is performed and enters into this contract based upon the Consultants own investigation.



SPECIAL TERMS AND CONDITIONS

Solicitation Number: P13-0071

Materials Management
Procurement
9875 N. 85th Avenue
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118

24. **Compensation:** Compensation for services shall be based upon fees negotiated, including all approved costs and expenses incurred in connection with the project; including but not limited to, telephone and other communications, reproduction of documents, special consultants (as approved by the City) and computer costs.
25. **Acceptance:** Determination of the acceptability of work shall be completed in a responsive and professional manner and in accordance with the specifications, schedules, or plans which are incorporated in the Scope of Work.
26. **Payments:** The City shall pay the Consultant monthly, based upon work performed and completion to date, and upon submission of invoices. All invoices shall document and itemize all work completed to date. The invoice statement shall include a record of time expended and work performed in sufficient detail to justify payment.
27. **Insurance Requirements:** The Consultant, at Consultant's own expense, shall purchase and maintain the herein stipulated minimum insurance with companies duly licensed, possessing a current A.M. Best, Inc. Rating of A-, or approved unlicensed in the State of Arizona with policies and forms satisfactory to the City.

All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted; failure to do so may, at the sole discretion of the City, constitute a material breach of this Contract.

The Consultant's insurance shall be primary insurance as respects the City, and any insurance or self-insurance maintained by the City shall not contribute to it.

Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect coverage afforded under the insurance policies to protect the City.

The insurance policies, except Workers' Compensation, shall contain a waiver of transfer rights of recovery (subrogation) against the City, its agents, representatives, directors, officers, and employees for any claims arising out of the Consultant's acts, errors, mistakes, omissions, work or service.

The insurance policies may provide coverage which contain deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to the City under such policies. The Consultant shall be solely responsible for the deductible and/or self-insured retention and the City, at its option, may require the Consultant to secure payment of such deductibles or self-insured retentions by a Surety Bond or an irrevocable and unconditional letter of credit.

The City reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance policies and endorsements. The City shall not be obligated, however, to review same or to advise Consultant of any deficiencies in such policies and endorsements, and such receipt shall not relieve Consultant from, or be deemed a waiver of the City's right to insist on, strict fulfillment of Consultant's obligations under this Contract.

The insurance policies, except Workers' Compensation and Professional Liability, required by this Contract, shall name the City, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

28. **Required Insurance Coverage:**

a. **Commercial General Liability**

Consultant shall maintain Commercial General Liability insurance with a limit of not less than \$1,000,000 for each occurrence with a \$2,000,000 Products/Completed Operations Aggregate and a \$2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage including, but not limited to, the liability assumed under the indemnification provisions of this Contract which coverage will be at least as broad as Insurance Service Office, Inc. Policy Form CG 00011207 or any replacements thereof. The coverage shall not exclude X, C, U.

Such policy shall contain a severability of interest provision, and shall not contain a sunset provision or commutation clause, nor any provision which would serve to limit third party action over claims.



SPECIAL TERMS AND CONDITIONS

Solicitation Number: P13-0071

Materials Management
Procurement
9875 N. 85th Avenue
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118

The Commercial General Liability additional insured endorsement shall be at least as broad as the Insurance Service Office, Inc.'s Additional Insured, Form B, CG 20370704, and shall include coverage for Consultant's operations and products and completed operations.

If required by this Contract the Consultant subletting any part of the work, services or operations awarded to the Consultant shall purchase and maintain, at all times during prosecution of the work, services or operations under this Contract, an Owner's and Consultant Protective Liability insurance policy for bodily injury and property damage, including death, which may arise in the prosecution of the Consultant's work, service or operations under this Contract. Coverage shall be on an occurrence basis with a limit not less than \$1,000,000 per occurrence, and the policy shall be issued by the same insurance company that issues the Consultant's Commercial General Liability insurance.

b. Automobile Liability

Consultant shall maintain Commercial/Business Automobile Liability insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000 each occurrence with respect to the Consultant's any owned, hired, and non-owned vehicles assigned to or used in performance of the Consultant's work. Coverage will be at least as broad as coverage code 1, "any auto", (Insurance Service Office, Inc. Policy Form CA 00010306, or any replacements thereof). Such insurance shall include coverage for loading and off loading hazards.

c. Workers' Compensation

The Consultant shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Consultant's employees engaged in the performance of the work or services; and, Employer's Liability insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee, and \$500,000 disease policy limit.

In case any work is subcontracted, the Consultant will require the Subcontractor to provide Workers' Compensation and Employer's Liability to at least the same extent as required of the Consultant.

d. Professional Liability

The Consultant retained by the City to provide the work or service required by this Contract will maintain Professional Liability insurance covering acts, errors, mistakes and omissions arising out of the work or services performed by the Consultant, or any person employed by the Consultant, with a limit of not less than \$1,000,000 each claim.

- 29. Certificates of Insurance:** Prior to commencing work or services under this Contract, Consultant shall furnish the City with Certificates of Insurance, and formal endorsements as required by the Contract, issued by Consultant's insurer(s), as evidence that policies providing the required coverages, conditions and limits required by this Contract are in full force and effect.

In the event any insurance policy(ies) required by this contract is(are) written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of the Consultant's work or services and as evidenced by annual Certificates of Insurance.

If a policy does expire during the life of the Contract, a renewal certificate must be sent to the City fifteen (15) days prior to the expiration date.

All Certificates of Insurance shall be identified with bid serial number and title. A \$25.00 administrative fee will be assessed for all certificates received without the appropriate bid serial number and title.

- 30. Cancellation and Expiration Notice:** Insurance required herein shall not expire, be canceled, or materially changed with respect to coverage or rating of carrier. All other changes shall be with thirty (30) days prior written notice to the City.

31. Independent Contractor:

a. General

- i.** The Consultant acknowledges that all services provided under this Agreement are being provided by him as an independent Consultant, not as an employee or agent of the City Manager or the City of Peoria.



SPECIAL TERMS AND CONDITIONS

Solicitation Number: P13-0071

Materials Management
Procurement
9875 N. 85th Avenue
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118

ii. Both parties agree that this Agreement is nonexclusive and that Consultant is not prohibited from entering into other contracts nor prohibited from practicing his profession elsewhere.

b. Liability

i. The City of Peoria shall not be liable for any acts of Consultant outside the scope of authority granted under this Agreement or as the result of Consultant's acts, errors, misconduct, negligence, omissions and intentional acts.

ii. To the fullest extent permitted by law, the Consultant shall defend, indemnify and hold harmless the City, its agents, representatives, officers, directors, officials and employees for costs or damages for which the Consultant is legally responsible or for which the City is vicariously liable on account of the Consultant's willful or negligent acts, errors or omissions.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

c. Other Benefits

The Consultant is an independent Consultant, therefore, the City Manager will not provide the Consultant with health insurance, life insurance, workmen's compensation, sick leave, vacation leave, or any other fringe benefits. Further, Consultant acknowledges that he is exempt from coverage of the Comprehensive Benefit and Retirement Act (COBRA). Any such fringe benefits shall be the sole responsibility of Consultant.

32. **Key Personnel:** It is essential that the Consultant provide adequate experienced personnel, capable of and devoted to the successful accomplishment of work to be performed under this contract. The Consultant must agree to assign specific individuals to the key positions.

a. The Consultant agrees that, once assigned to work under this contract, key personnel shall not be removed or replaced without written notice to the City.

b. If key personnel are not available for work under this contract for a continuous period exceeding 30 calendar days, or are expected to devote substantially less effort to the work than initially anticipated, the Consultant shall immediately notify the City, and shall, subject to the concurrence of the City, replace such personnel with personnel of substantially equal ability and qualifications.

33. **Confidential Information:**

a. If a person believes that a bid, proposal, offer, specification, or protest contains information that should be withheld, a statement advising the Materials Supervisor of this fact shall accompany the submission and the information shall be identified.

b. The information identified by the person as confidential shall not be disclosed until the Materials Supervisor makes a written determination.

c. The Materials Supervisor shall review the statement and information and shall determine in writing whether the information shall be withheld.

d. If the Materials Supervisor determines to disclose the information, the Materials Supervisor shall inform the bidder in writing of such determination.

34. **Identity Theft Prevention:** The Contractor shall establish and maintain Identity Theft policies, procedures and controls for the purpose of assuring that "personal identifying information," as defined by A.R.S. § 13-2001(10), as amended, contained in its records or obtained from the City or from others in carrying out its responsibilities under the Contract, is protected at all times and shall not be used by or disclosed to unauthorized persons. Persons requesting such information should be referred to the City. Contractor also agrees that any "personal identifying information" shall not be disclosed other than to employees or officers of Contractor as needed for the performance of duties under the Contract. Contractor agrees to maintain reasonable policies and procedures designed to detect, prevent and mitigate the risk of identity theft. Contractor is required under this contract to review the City of Peoria's Identity Theft Program and to report to the Program Administrator



SPECIAL TERMS AND CONDITIONS

Solicitation Number: P13-0071

Materials Management
Procurement
9875 N. 85th Avenue
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118

any Red Flags as defined within that program. At a minimum, the contractor will have the following Identity Theft procedures in place:

- a. Solicit and retain only the "personal identifying information" minimally necessary for business purposes related to performance of the Contract.
 - b. Ensure that any website used in the performance of the contract is secure. If a website that is not secure is to be used, the City shall be notified in advance before any information is posted. The City reserves the right to restrict the use of any non-secure websites under this contract.
 - c. Ensure complete and secure destruction of any and all paper documents and computer files at the end of the contract's retention requirements.
 - d. Ensure that office computers are password protected and that computer screens lock after a set period of time.
 - e. Ensure that offices and workspaces containing customer information are secure.
 - f. Ensure that computer virus protection is up to date.
35. **Confidentiality of Records:** The Consultant shall establish and maintain procedures and controls that are acceptable to the City for the purpose of assuring that information contained in its records or obtained from the City or from others in carrying out its functions under the contract shall not be used or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the contract. Persons requesting such information should be referred to the City. Consultant also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of Consultant as needed for the performance of duties under the contract. These provisions shall not restrict the Design Professional from giving notices required by law or complying with an order to provide information or data when such order is issued by a court, administrative agency or other authority with proper jurisdiction.
36. **Ordering Process:** Upon award of a contract by the City of Peoria, Materials Management Division may procure the specific service awarded by the issuance of a purchase order to the appropriate Consultant. The award of a contract shall be in accordance with the City of Peoria Procurement Code and all transactions and procedures required by the Code for public bidding have been complied with. A purchase order for the awarded service that cites the correct contract number is the only document required for the department to order and the Consultant to deliver the service.
- Any attempt to represent any service not specifically awarded as being under contract with the City of Peoria is a violation of the contract and the City of Peoria Procurement Code. Any such action is subject to the legal and contractual remedies available to the City inclusive of, but not limited to, contract cancellation, suspension and/or debarment of the Consultant.
37. **Billing:** All billing notices to the City shall identify the specific item(s) being billed and the purchase order number. Items are to be identified by the name, model number, and/or serial number most applicable. Any purchase/delivery order issued by the requesting agency shall refer to the contract number resulting from this solicitation.
38. **Licenses:** Consultant shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Consultant as applicable to this Contract.
39. **City of Peoria Business License:** Peoria City Code requires that all persons conducting business in the City of Peoria must first obtain a license. This includes businesses within the Peoria city limits, or those outside the limits who conduct business or perform services within Peoria. For business license questions or to obtain a license, please contact the City of Peoria Sales Tax & License Division at (623) 773-7160 or via email at salestax@peoriaAZ.gov.
40. **Cancellation:** The City reserves the right to cancel the whole or any part of this contract due to failure by the Consultant to carry out any obligation, term or condition of the contract. The City will issue written notice to the Consultant for acting or failing to act as in any of the following:
- a. The Consultant provides material that does not meet the specifications of the contract;
 - b. The Consultant fails to adequately perform the services set forth in the specifications of the contract;



SPECIAL TERMS AND CONDITIONS

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- c. The Consultant fails to complete the work required or to furnish the materials required within the time stipulated in the contract;
- d. The Consultant fails to make progress in the performance of the contract and/or gives the City reason to believe that the Consultant will not or cannot perform to the requirements of the contract.

Upon receipt of the written notice of concern, the Consultant shall have ten (10) days to provide a satisfactory response to the City. Failure on the part of the Consultant to adequately address all issues of concern may result in the City resorting to any single or combination of the following remedies:

- a. Cancel any contract;
- b. Reserve all rights or claims to damage for breach of any covenants of the contract;
- c. Perform any test or analysis on materials for compliance with the specifications of the contract. If the results of any test or analysis find a material non-compliant with the specifications, the actual expense of testing shall be borne by the Consultant;
- d. In case of default, the City reserves the right to purchase materials, or to complete the required work in accordance with the City Procurement Code. The City may recover any actual excess costs from the Consultant by:
 - i. Deduction from an unpaid balance;
 - ii. Or any other remedies as provided by law.

41. **Project Travel Reimbursable Expenses:** If travel expenses are allowed as part of the contract the reimbursable expenses will be as follows. All expenses will be billed to the City at cost without markup. Copies of bills for expenses are to be submitted with the invoice. Travel time to and from job site is excluded from this contract. There will be no allowances for parking or personal car mileage. No incidentals for travel of any kind are allowed under this contract.

The following is a list of allowable travel expenses under this contract agreement:

- a. Transportation:
 - i. Air Transportation – coach class fares, minimum 14 days advanced purchase, unless otherwise agreed upon.
 - ii. Car Rental – mid size car, gas for rental car (City assumes no liability regarding additional insurance costs).
- b. Lodging and Meals:
 - i. Meals – three meals per day, at the current federal per diem rate for Maricopa County.
 - ii. Lodging – not to exceed the current federal rate for Maricopa County. Vendors are encouraged to stay in hotels located within the City of Peoria when practical. A listing of accommodations within Peoria can be found on the following website: <http://www.peoriaaz.gov/NewSecondary.aspx?id=51353>

42. **Protest Policy and Procedures:** The City of Peoria protest policy and procedures are available for review at the following public websites as per ARS 34-603.C.2(f).

- a. The City of Peoria Protest Policy and Procedures are available online at <http://www.peoriaaz.gov/content2.aspx?ID=2071>

The policy is contained within the City of Peoria Procurement Code, Chapter 2- Administration, section 2-321. Procurement Code Protests; Informal and Formal.

- b. The specific protest procedures are contained in the Materials Management "Administrative Guidelines" and can be accessed at <http://www.peoriaaz.gov/content2.aspx?ID=2141> under the "Learn more About" box on the right side of the web page.



SCOPE OF WORK

Solicitation Number: P13-0071

Materials Management
Procurement
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Phone: (623) 773-7115
Fax: (623) 773-7118

BACKGROUND

The City of Peoria is searching for a qualified firm to provide on-call instrumentation and control design and programming services for existing and new Supervisory Control and Data Acquisition (SCADA) systems and equipment located at various water and wastewater facilities in Peoria, Arizona.

GENERAL

This Scope of Work describes the type of services to be provided to the City by the selected firm (Consultant).

The services to be performed by the Consultant will vary in magnitude and complexity but could include any or all of the following elements:

1. Peoria Staff Coordination
2. Development of SCADA Programming Standards
3. Instrumentation and Control System Design
4. Equipment and System Programming
5. Record Drawings

PEORIA STAFF COORDINATION

Coordinate with Peoria operations staff to understand the various SCADA equipment and software and their intended functions as used by the City. This includes:

- Programming Logic Controllers (PLC) utilizing various languages and communication protocols
- Panel mounted Operator Interface Terminals (OIT)
- Panel mounted HMI Touchscreen Computers
- PC Based Servers
- Various monitoring and control devices (flow meters, power quality monitors, level sensors, etc.)
- Various PLC and HMI software
- I-Historian Reports and Reporting

SCADA PROGRAMMING STANDARDS

Research and obtain information about the City's standard SCADA operating procedures, equipment and software. Assist the City with preparation of a 'SCADA Programming Standards' document.

INSTRUMENTATION AND CONTROL SYSTEM DESIGN

Consultant may be utilized to provide design services for plant and remote water/wastewater facility



SCOPE OF WORK

Solicitation Number: P13-0071

Materials Management
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instrumentation and control systems. This may include preparation of P&ID drawings.

EQUIPMENT AND SYSTEM PROGRAMMING

Consultant will provide on-call programming services for various systems including, but not limited to, the items below:

- Implementation of Monitoring and Control System designs utilizing City Standards
- Existing PLC and HMI software troubleshooting, testing and debugging
- Software Development
- Database Management
- HMI Screen Management
- Trend Setup and Reports
- System Backups
- System Documentation

RECORDS DRAWINGS

Consultant may be asked to provide as-built drawings of existing water/wastewater facility instrumentation and control systems.

EXPECTED REQUIREMENTS

The selected consultant will have demonstrated the following qualifications and experience:

- Programming experience with major PLC products and languages
- Expertise in SCADA HMI programming packages and local operator displays
- Troubleshooting experience for this type of equipment and software
- Design of instrumentation and control systems



QUESTIONNAIRE

Solicitation Number: P13-0071

Materials Management
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Phone: (623) 773-7115
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Offerors are to indicate below any exceptions they have taken to the Terms, Conditions, or Scope of Work:

- No Exceptions.
- Offeror takes the following Exceptions:



QUESTIONNAIRE

Solicitation Number: P13-0071

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Has your firm been certified by any jurisdiction in Arizona as a minority or woman owned business enterprise? Yes _____, No X .

If yes, please provide details and documentation of the certification.



CONTRACT AMENDMENT

Solicitation No. P13-0071

Page 1 of 1

Description: Instrumentation and Control Design and Programming Services

Materials Management
Procurement
9875 N. 85th Ave., 2nd Fl.
Peoria, AZ 85345
Telephone: (623) 773-7115
Fax: (623) 773-7118
Buyer: Jennifer Miller

Amendment No. One (1)

Date: 5/20/14

In accordance with the Contract Special Terms and Conditions, Contract Extension, the above referenced contract shall expire on 7/31/14.

The New Contract Term: 8/1/14 to 7/31/15

Contractor hereby acknowledges receipt and agreement. A signed copy shall be filed with the City of Peoria, Materials Management Division.

	<u>6-9-14</u>	Robert Simpson	Vertech Industrial Systems, LLC		
Signature	Date	Typed Name and Title	Company Name		
<u>4409 E. Baseline Rd., #127</u>		<u>Phoenix</u>	<u>AZ</u>	<u>85042</u>	
Address		City	State	Zip Code	

Attested By:

Rhonda Germinsky, City Clerk

Director: Andrew Granger, Engineering Director

Project Manager: Daniel Kiel, Civil Engineer

Approved as to Form:

Stephen M. Kemp, City Attorney



CC Number

ACON27513A
Contract Number

The above referenced Contract Amendment is hereby Executed:
June 12, 2014 at Peoria, Arizona

Dan Zenko, Materials Manager

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City of Peoria, Arizona



CONTRACT AMENDMENT

Solicitation No. P13-0071

Page 1 of 1

Description: Instrumentation and Control Design and Programming Services

Amendment No. Two (2)

Date: 5/8/15

Materials Management
Procurement

9875 N. 85th Ave., 2nd Fl.
Peoria, AZ 85345
Telephone: (623) 773-7115
Fax: (623) 773-7118

Buyer: Jennifer Miller

In accordance with the Contract Special Terms and Conditions, Contract Extension, the above referenced contract shall expire on 7/31/15. The New Contract Term is: 8/1/15 to 7/31/16

Contractor hereby acknowledges receipt and agreement. A signed copy shall be filed with the City of Peoria, Materials Management Division.

Robert Simpson 6/04/15
Signature Date

Robert Simpson
Typed Name and Title

Vertech Industrial Systems, LLC
Company Name

4409 E. Baseline Rd., #127
Address

Phoenix
City

AZ
State

85042
Zip Code

Attested By:

Rhonda Geriminsky
Rhonda Geriminsky, City Clerk

Andrew Granger
Director: Andrew Granger, Engineering Director

Daniel Kiel
Project Manager: Daniel Kiel, Civil Engineer

Approved as to Form:

Stephen M. Kemp
Stephen M. Kemp, City Attorney

CC Number

ACON27513B

Contract Number

The above referenced Contract Amendment is hereby Executed:

August 3, 2015 at Peoria, Arizona
Den Zerko
Den Zerko, Materials Manager



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City of Peoria, Arizona



CONTRACT AMENDMENT

Solicitation No. P13-0071

Page 1 of 1

Description: Instrumentation and Control Design and Programming Services

Amendment No. Three (3)

Date: 5/11/16

Materials Management
Procurement
9875 N. 85th Ave., 2nd Fl.
Peoria, AZ 85345
Telephone: (623) 773-7115
Fax: (623) 773-7118
Buyer: Jennifer Miller

In accordance with the Contract Special Terms and Conditions, Contract Extension, the above referenced contract shall expire on 7/31/16.

The New Contract Term is: 8/1/16 to 7/31/17.

Contractor hereby acknowledges receipt and agreement. A signed copy shall be filed with the City of Peoria, Materials Management Division.

7-18-16
Date

Robert Simpson
Typed Name and Title

Vertech Industrial Systems, LLC
Company Name

4409 E. Baseline Rd., #127
Address

Phoenix
City

AZ
State

85042
Zip Code

Attested By:

for Rhonda Geriminsky, City Clerk



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City of Peoria, Arizona

CC Number

ACON27513C
Contract Number

Director: Andrew Granger, Engineering Director

Project Manager: Daniel Kiel, Civil Engineer

Approved as to Form:

City Attorney

The above referenced Contract Amendment is hereby Executed:

Aug 1 2016 at Peoria, Arizona

Dan Zenko, Materials Manager

**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
VERTECH INDUSTRIAL SYSTEMS, LLC**

**EXHIBIT B
Scope of Work**

PROJECT

Vertech Industrial Systems, LLC will provide on-call instrumentation and control design and programming services for existing and new Supervisory Control and Data Acquisition (SCADA) systems and equipment located at various water and wastewater facilities in Glendale, Arizona.



SCOPE OF WORK

Solicitation Number: P13-0071

Materials Management
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BACKGROUND

The City of Peoria is searching for a qualified firm to provide on-call instrumentation and control design and programming services for existing and new Supervisory Control and Data Acquisition (SCADA) systems and equipment located at various water and wastewater facilities in Peoria, Arizona.

GENERAL

This Scope of Work describes the type of services to be provided to the City by the selected firm (Consultant).

The services to be performed by the Consultant will vary in magnitude and complexity but could include any or all of the following elements:

1. Peoria Staff Coordination
2. Development of SCADA Programming Standards
3. Instrumentation and Control System Design
4. Equipment and System Programming
5. Record Drawings

PEORIA STAFF COORDINATION

Coordinate with Peoria operations staff to understand the various SCADA equipment and software and their intended functions as used by the City. This includes:

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SCADA PROGRAMMING STANDARDS

Research and obtain information about the City's standard SCADA operating procedures, equipment and software. Assist the City with preparation of a 'SCADA Programming Standards' document.

INSTRUMENTATION AND CONTROL SYSTEM DESIGN

Consultant may be utilized to provide design services for plant and remote water/wastewater facility



SCOPE OF WORK

Solicitation Number: P13-0071

**Materials Management
Procurement**

9875 N. 85th Avenue
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instrumentation and control systems. This may include preparation of P&ID drawings.

EQUIPMENT AND SYSTEM PROGRAMMING

Consultant will provide on-call programming services for various systems including, but not limited to, the items below:

- Implementation of Monitoring and Control System designs utilizing City Standards
- Existing PLC and HMI software troubleshooting, testing and debugging
- Software Development
- Database Management
- HMI Screen Management
- Trend Setup and Reports
- System Backups
- System Documentation

RECORDS DRAWINGS

Consultant may be asked to provide as-built drawings of existing water/wastewater facility instrumentation and control systems.

EXPECTED REQUIREMENTS

The selected consultant will have demonstrated the following qualifications and experience:

- Programming experience with major PLC products and languages
- Expertise in SCADA HMI programming packages and local operator displays
- Troubleshooting experience for this type of equipment and software
- Design of instrumentation and control systems

**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
VERTECH INDUSTRIAL SYSTEMS, LLC**

EXHIBIT C

METHOD AND AMOUNT OF COMPENSATION

Method and amount of compensation is provided in the City of Peoria Contract ACON27513.

NOT TO EXCEED AMOUNT

The total amount of compensation paid to Contractor for full completion of all work required by the Project must not exceed \$150,000 annually or \$300,000 for the entire term of the Agreement.

DETAILED PROJECT COMPENSATION

See attached Exhibit C



Scheduled Services

Control system consulting or repair services scheduled more than one week in advance are considered scheduled services.

Emergency Services

Occasionally circumstances such as plant outages or equipment failures require a rapid response. For emergency services, a minimum four (4) hour notice is required.

High Priority Services

For High Priority services, if control system consulting or repair services are required with less than one week advance notice, a minimum 48 hour notice is required.

High Priority and Emergency Rates

The rates presented below are for scheduled services. For High Priority and Emergency services, clients may be invoiced at overtime rates at Vertech's sole discretion.

Engineering / Programming:

Type	Rate*	Example
Programmer 3	\$130.00/hour	John Wolnisty, Steven Gontarz (Category 3)
Programmer 2	\$120.00/hour	John James, Kris Grindstaff (Category 2)
Programmer 1	\$110.00/hour	Jesse Wilson, Chad Charman (Category 1)

Technicians, Level 1, 2, 3:

Type	Rate*
Level 3	\$90.00/hour
Level 2	\$75.00/hour
Level 1	\$65.00/hour

Travel and Expenses

Travel time is charged from the time our personnel leave the office to the time they arrive on the job site. Travel time is billed at half the applicable rate as defined above. Travel expenses are charged as follows:

Cost	Charge
Mileage	GSA Mileage
Materials	Cost plus 20%

* Overtime will be invoiced at 1 ½ times the standard rate on any time accrued over 40 hours per week.