

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

THIS LINKING AGREEMENT (this "Agreement") is entered into as of this _____ day of _____, 2021, between the City of Glendale, an Arizona municipal corporation (the "City"), and Vertech Industrial Systems, LLC, a(n) Arizona Limited Liability Company authorized to do business in Arizona ("Contractor"), collectively, the "Parties."

RECITALS

- A. On July 7, 2020 under (S.A.V.E Cooperative Purchasing Agreement), the City of Avondale entered into a contract with Contractor to purchase the goods and services described in the SCADA Professional Engineering Services Agreement No. 20-180C ("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 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 7, 2020, until the date the contract expires on July 6, 2021 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 6, 2025. The initial period of this Agreement, therefore, is the period from the Effective Date of this Agreement until July 6, 2021. The City may renew the term of this Agreement for (4) four one-year terms until the Cooperative Purchasing Agreement

expires on July 6, 2025. Glendale 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 Four Hundred Thousand dollars (\$400,000) 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 Boycott of Israel. 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. Unless and until the District Court's injunction in *Jordabl v Brnovich*, 336 F.Sup.3d 1016 (D.Ariz. 2018) is stayed or lifted, the Anti-Israel Boycott Provision (A.R.S. §35.393.01 (A)) (if applicable to this agreement) is unenforceable and the City will take no action to enforce it.

9. Attestation of PCI Compliance. When applicable, the Contractor will provide the City annually with a Payment Card Industry Data Security Standard (PCI DSS) attestation of compliance certificate signed by an officer of Contractor with oversight responsibility.
10. 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/oJulie Ossege
7070 W. Northern Avenue
Glendale, AZ 85303

And

Vertech Industrial Systems, LLC
Bob Morris
4409 E. Baseline Rd, Suite 127
Phoenix, AZ 85042

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

“City”

City of Glendale, an Arizona
municipal corporation


By: _____

Kevin R. Phelps
City Manager

“Contractor”

Vertech Industrial Systems, LLC,
an Arizona Limited Liability Company

By: _____


Name: Titus Crabb
Title: President

ATTEST:

Julie K. Bower (SEAL)
City Clerk

APPROVED AS TO FORM:

Michael D. Bailey
City Attorney

**LINKING AGREEMENT
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AND
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EXHIBIT A

(City of Avondale - Vertech Industrial Contract No. 20-180C)

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AND
VERTECH INDUSTRIAL SYSTEMS, INC.**

EXHIBIT B
Scope of Work

PROJECT

Services will be acquired on an as-needed basis for Supervisory Control & Data Acquisition (SCADA) management systems and infrastructure for the City of Glendale's Water Services Department per Exhibit A.

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
VERTECH INDUSTRIAL SYSTEMS, LLC**

THIS PROFESSIONAL SERVICES AGREEMENT (this “Agreement”) is entered into as of July 7, 2020, between the City of Avondale, an Arizona municipal corporation (the “City”) and Vertech Industrial Systems, LLC, a(n) Arizona Corporation_ (the “Consultant”).

RECITALS

A. The City issued a Request for Statements of Qualifications, PW20-048 “SCADA PROFESSIONAL ENGINEERING SERVICES” (the “RFQ”), a copy of which is on file in the City’s Finance Office and incorporated herein by reference, seeking statements of qualifications from vendors for SCADA PROFESSIONAL ENGINEERING SERVICES(the “Services”).

B. The City of Avondale incorporated in 1946 and is located in the west valley of the greater Phoenix metropolitan area north of the Estrella Mountains. With a population of about 85,000, Avondale provides water and wastewater utility service to approximately 25,000 metered locations. Avondale is currently 47 square miles in size, with a planning area of over 90 square miles. The City of Avondale operates and maintains a water system that includes 15 potable wells, three groundwater treatment facilities, six reservoirs, and booster pump station sites along with over 300 miles of distribution and transmission pipe. The wastewater system includes a 9.0 MGD water reclamation facility, ten (10) wastewater lift stations, 6.5 miles of sewer force main, and 235 miles of gravity sewer.

C. The Consultant responded to the RFQ, SCADA Professional Engineering Services and by submitting a Statement of Qualifications (the “SOQ”), attached hereto as Exhibit A and incorporated herein by reference, and the City desires to enter into an Agreement with the Consultant for the Services.

D. During the term of the Agreement, work will be conducted after the issuance of a Task Order. The City will issue a Request for Statement of Work request the Consultant to prepare a statement of work (“SOW”) consist of scope of work, fee schedule, task order schedule, and deliverables for the project to be included in a task order. If the Consultant’s statement of work is acceptable, the City and the Consultant will execute a task order, and the City will direct the Consultant to proceed with the work.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing introduction and recitals, which are incorporated herein by reference, the following mutual covenants and conditions, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and the Consultant hereby agree as follows:

ARTICLE 1 SCOPE OF WORK

The Consultant shall provide professional consulting services for the 2020/2021 Fiscal Year related to the City of Avondale's SCADA & Electrical systems. Per A.R.S. 34-604 multiple contracts for professional services may or will be executed through fiscal years 2024/2025. The Consultant will provide professional electrical engineering services, including but not limited to conducting studies, planning, design services, construction documentation and specifications, cost estimates, value engineering, advertisement and bidding support, construction management, software integration and programming, emergency support services, and other related services pertaining to the City's SCADA and Electrical systems. At the sole discretion of the City, more than one respondent may be selected and awarded a contract as a result of this Request for Qualifications.

ARTICLE 2 CONTRACT TIME

1. Term of Agreement.

1.1 Initial Term. This Agreement shall be effective as of the date first set forth above and shall remain in full force and effect until July 6, 2021 (the "Initial Term"), unless terminated as otherwise provided in this Agreement.

1.2 Renewal Terms. After the expiration of the Initial Term, this Agreement shall automatically renew for up to four successive one-year terms (each, a "Renewal Term") so long as the fund is available and appropriated in each subsequent year, unless the Consultant notifies the City in writing of its desire to terminate the Contract. If extended, the then-current prices shall be applicable during the subsequent Renewal Term unless the Consultant notifies the City 90 days prior to contract expiration date in writing of any rate increase and the City approves the increase with an authorized signature, prior to the end of the then-current term. The Initial Term and any Renewal Term(s) are collectively referred to herein as the "Term." Upon renewal, the terms and conditions of this Agreement shall remain in full force and effect.

1.3 Non-Default. By requesting extension for a Renewal Term as set forth above, or by consenting to a Renewal Term in any manner, Consultant shall be deemed to affirmatively assert that (i) the City is not currently in default, nor has been in default at any time prior to the Renewal Term, under any of the terms or conditions of the Agreement and (ii) any and all Consultant claims, known and unknown, relating to the Agreement and existing on or before the commencement date of the Renewal Term are forever waived.

ARTICLE 3 TASK ORDER

1. Task Order/Purchase Order Issuance. A Task Order/Purchase Order shall be issued as follows:

1.2 Request for Statement of Work (SOW). When the City determines Work is needed, the City shall notify the Consultant of an existing requirement.

1.3 Response. Upon the receipt of the Request for SOW, the Consultant shall respond within two (2) working days, or as otherwise agreed, by visiting the proposed site in the company of the City Representative or establishing contact with the City Representative to further define the scope of the requirement.

1.4 Preparation of Statement of Work. After mutual agreement on the scope of the Work to be performed, the Consultant shall then prepare an SOW, unless Consultant, in its sole discretion, elects not to undertake the Work. If the Work is declined, the Consultant will so notify the City within four (4) working days.

1.5 SOW Deadline. The Consultant shall submit SOW to the City within 15 days unless otherwise agreed.

1.6 Review. Upon receipt of SOW, the City will review the SOW for completeness and will reach an agreement with the Consultant on all terms prior to issuance of a Task Order/Purchase Order.

1.7 No Obligation. If the City does not issue a Task Order/Purchase Order after receipt of the Consultant's SOW, the City is not obligated to reimburse the Consultant for any costs incurred in the preparation of the SOW.

1.8 Written Task Order/Purchase Order. Performance of the Work shall be undertaken only upon the issuance of written Task Order/Purchase Order by the City setting forth the following: (A) contract number along with Consultant's name; (B) Task Order/Purchase Order number and date; (C) the agreed-upon SOW and applicable technical specifications and/or drawings; (D) the agreed-upon period of performance and Work schedule (Task Order Schedule), if required by the City Representative; (E) the place of performance; (F) the agreed total price in SOW; (G) submittal requirements; (H) the City Representative who will accept the deliverable; (I) signatures by the Parties hereto signifying agreement with the specific terms of the Task Order/Purchase Order; and (J) such other information as may be necessary to perform the Work.

1.9 Task Order/Purchase Order Amendment. A Task Order/Purchase Order may be amended by the City in accordance with Article 6 Section 1 Change Order.

ARTICLE 4 PERFORMANCE OF THE WORK

1. Preliminary Phase. The Consultant shall review the City's Request for SOW, and return to the City a written SOW stating the scope of the project, names of sub-consultants, and the number of days to complete the project, the Consultant's fee, anticipated reimbursable, and other requested information.

When the City issues a Notice to Proceed to the Consultant, the Consultant shall prepare an Outline of the Services, leading to a recommended solution, together with a general description of the project, for approval by the City, and Consultant shall submit to the City one PDF copy of the outline and the Estimate of Probable Total Project Cost, based on current unit costs.

Based on the approved Outline and Estimate of Probable Total Project Cost, the Consultant shall perform the Services. The Consultant shall submit to the City one PDF copy of the completed Project Documents and a revised Estimate of Probable Project Cost.

For the purpose of payment to the Consultant, the Preliminary Phase shall be considered complete upon approval by the City of the Outline of the Services and the Estimate of Probable Total Project Cost.

2. Study and Report Phase. Identify and analyze requirements of governmental authorities having jurisdiction to approve portions of the Project.

Evaluate various alternate solutions available to the City if described in the Request for SOW. After consultation with the City, recommend to City those solutions which, in Consultant's professional judgment, best meet City's requirements for the Project.

Prepare the Report. This Report will be accompanied by Consultant's estimate of Total Project Cost for each solution which is recommended for the Project, itemized as follows: an estimate of Total Construction Cost, allowances for contingencies, the total cost of services provided by Consultant, and allowances for other items and services included within the definition of Total Project Costs and identified by the City.

Furnish the Report to and review it with the City.

Revise the report in response to the City's comments, as appropriate. Submit to the City a copy of the Report in PDF format in quantity specified by the City within the stipulated period indicated in the Request for SOW and SOW.

For the purpose of payment to the Consultant, services under the Study and Report Phase will be considered complete when the Study or Report has been accepted by the City as complete, which acceptance will not be unreasonably withheld.

3. Preliminary Design Phase: On the basis of selection by the City of the recommended solution, or modified solution agreed upon by City and Consultant, prepare Preliminary Design documents consisting of final design criteria, preliminary drawings, outline specifications, and written descriptions of the Project.

Based on the information contained in the Preliminary Design documents, submit a revised estimate of Total Construction Cost, and any adjustment to Total Project Cost known to Consultant.

Furnish Preliminary Design documents to and review them with the City within the stipulated period indicated in the Request for SOW and SOW.

For the purpose of payment to the Consultant, services under the Preliminary Design Phase will be considered complete when the Preliminary Design documents have been accepted by the City as complete.

4. Final Design/Construction Documents Phase: If the project involves construction or demolition, the consultant shall prepare, from the approved preliminary design, modifications or changes, and revised estimated construction cost, construction documents consisting of working drawings and specifications set forth in detail the work required for the architectural, civil, transportation, structural, mechanical, electrical, site, and other work, and the necessary bidding information, general conditions, supplementary conditions and SOW forms. The consultant shall submit to the city one copy of the construction documents in PDF format, and a further revised estimate of the total construction cost.

Consultant shall include in construction documents requirement that construction contractor provides a final survey of the project by a registered surveyor, and provide marked up construction drawings to the consultant so the consultant can prepare and deliver to the city the as-built in the form required by the city.

Prior to final approval of the construction documents by the city, the consultant shall conduct a preliminary check of any work products to ensure compliance with requirements of any county, city, state, or federal agency from which a permit or other approval is required. The Consultant shall prepare all support documents to accompany any necessary permit applications. The Consultant shall respond to all technical questions from regulatory agencies. The Consultant shall modify at no additional cost to the city, construction documents in order to acquire the necessary permits.

The consultant shall signify his responsibility for the construction documents prepared pursuant to this agreement by affixing his signature, date, and seal. If requested, the consultant shall review and analyze the bids received by the city, and shall make a recommendation for an award based on the city's purchasing ordinance.

Should any component of the design or report not meet applicable regulations or codes in effect at the time of completion of the design, the consultant shall redesign with no additional cost to the city.

Consultant shall provide to the city, and fee shall include specifications on a disc or flash drive, and drawings and as-built on the latest version of AutoCAD or other media as required by the city.

Consultant's services under the construction document phase will be considered partially complete when the bid documents are delivered to and accepted by the city, and finally, complete when the CAD drawings in. Dxf Format are delivered to and accepted by the city.

Estimates of construction costs provided for herein are to be made on the basis of industry-recognized publications, historical price lists, or services estimating the current cost of comparable construction in Arizona.

5. Bidding Phase: If requested, the consultant shall provide the city with a list of recommended prospective bidders. The consultant shall attend all pre-bid conferences, prepare and

distribute minutes. The consultant shall issue addenda through the city's purchasing agent as appropriate to clarify, correct, or change bid documents.

If pre-qualification of bidders is required as set forth in the request for SOW, the Consultant shall assist the city in developing qualification criteria, review qualifications of prospective bidders, and recommend acceptance or rejection of the prospective bidders.

If requested, the Consultant shall evaluate bids and bidders, and recommend award to the city.

For the purpose of payment to the consultant, the bidding phase will terminate and the services of the consultant will be considered complete upon signing of an agreement with a contractor, or cancellation of the project by the city prior to the signing of the agreement with a contractor. Rejection of bids by the city does not constitute cancellation of the project.

6. Construction/Demolition Phase: To the extent provided by the contract for any project between the city and the contractor, the consultant shall make recommendations to the city on all claims of the city and contractor regarding the interpretation of the construction documents, and on all other matters relating to the execution and progress of the work. The consultant shall check and approve samples, schedules, shop drawings, and other submissions for conformance with the concept of the project, and for compliance with the information given by the construction documents, prepare change orders, assemble written guarantees required of the contractor, and approve progress payments to the contractor based on the project schedule of values and percent of completion of work.

The consultant shall carefully review and examine the contractor's schedule of values, together with any supporting documentation. The purpose of such review and examination is to protect the city from an unbalanced schedule of values which allocates greater value to certain elements of the services that is indicated by industry standards, supporting documentation, or data.

If the schedule of values is not found to be appropriate, it shall be returned to the contractor for revision or supporting documentation. After making such examination, when the schedule of values is found to be appropriate, the consultant shall sign the schedule of values thereby indicating their informed belief that the schedule of

Values constitute a reasonable, balanced basis for payment of the contract price to the contractor.

The consultant shall conduct a pre-construction meeting with the contractor(s), the city, and utility companies; prepare and distribute minutes of the meeting.

The consultant shall make inspections of the work based on the type and frequency defined in the Statement of Work on which the consultant provided. The Consultant's inspections shall determine the progress and quality of the work, and whether the work is proceeding in accordance with the construction documents. The Consultant will provide the city with a written report of each inspection in order to inform the city of the progress of the work.

The Consultant shall endeavor to guard the city against defects and deficiencies in the work of contractors and make a written recommendation to the city that work fails to conform to the construction documents. Based on such inspections, and the contractor's applications for payment, he will recommend the amount owing to the contractor, and will issue certificates for payment in such amount. These certifications will constitute a representation to the city, based on such inspections and the data comprising the application for payment that the work has progressed to

the point indicated. By issuing a certificate for payment, the consultant will also represent to the city that, to the best of his knowledge, information, and belief, based on what his inspections have revealed, the work is in accordance with the construction documents. He/She will conduct inspections to determine the dates of substantial and final completion and recommend the issuance of a final certificate for payment. All inspections and certificates of payment provided by the Consultant shall be sufficient to provide all certifications required by city, county, state, and federal agencies.

The consultant shall revise the construction drawings and submit as-built or corrected CAD drawings to the city to show those changes made during the construction process, based on the marked-up prints, drawings, and other data furnished by the contractor.

The consultant shall attend regularly scheduled progress meetings on-site, if included in the scope of work, prepare and distribute minutes.

The consultant shall prepare construction change orders for the city's approval. Consultant shall not authorize any changes in services or time, no matter how minor, without the prior written approval of the city.

Should consultant approve progress payments to the contractor in excess of the value of the work performed, and the contractor defaults. Leaving insufficient funds to complete the work, the Consultant shall reimburse the city for the difference between the amount of the progress payment actually approved and the amount which should have been approved.

If any portion of the work is covered, based on approval of the Consultant, without the City's and building official's inspection and approval, the city's representative may direct that portion of the work uncovered for inspection. If that portion of the work uncovered is not defective and is in accordance with the plans and specifications, the Consultant shall bear the cost of uncovering and covering the work. If that portion of the work uncovered is defective or not in accordance with the plans and specifications, the contractor shall bear the cost of uncovering, repairing, and covering the work.

For the purpose of payment to the Consultant, the construction demolition phase shall be considered complete upon the compilation of punch list by the Consultant, written notification to the contractor by the Consultant of all documents, training, as-built, releases of lien, and a written recommendation by the Consultant of final payment.

7. Errors and Omissions: The consultant shall be responsible for technically deficient designs, reports, or studies due to his errors and omissions, and shall promptly correct or replace all such deficient design work due to his/her errors and omissions without cost to the city upon the request of the city for five years after the date of acceptance of the services by the city when judged to have been in error by a court of competent jurisdiction. The Consultant shall also be responsible for the cost of correcting deficient construction which was built from technically deficient designs. Payment in full by the city for work performed does not constitute a waiver of this guarantee.

8. Additional Services: The consultant will, upon written request of the city, provide any and all other services normally falling within the scope of services offered by the consultant through their in-house staff.

If any of the following or other, additional services are authorized in writing by the city, they may be paid for by the city, plus reimbursable expenses, with a negotiated upset limit.

8.1 Additional services due to significant changes in the general scope of the project or its requirements.

8.2 Making measured drawings of existing construction.

8.3 Providing programming services in connection with defining project scope or budget, including implications of ADA and building code requirements.

8.4 Revising previously approved drawings or specifications to accomplish changes.

8.5 Making an inspection of the project prior to the expiration of the guarantee period, and reporting observed discrepancies under guarantees provided by the construction contracts.

ARTICLE 5 COMPENSATION

The consultant agrees to perform the professional services for either:

The hourly labor rate as set forth, with a negotiated upset limit. The consultant shall be entitled to receive reimbursement for expenses at the consultant's exact cost, which costs have been included in the Consultant's SOW for each project and approved by the city; or,

A negotiated lump sum fee based on the rates set forth plus approved reimbursable expenses.

Approved reimbursable expenses shall be paid to the consultant at exact cost, and upon proof of payment by the Consultant. Anticipated reimbursable expenses shall be included with the Consultant's SOW.

Consultant agrees to keep, furnish, and support statements with copies of invoices, statements of times expended, and other supporting documentation as the city may require. Statements for fees based on hourly rates will be rendered monthly as the work progresses or as otherwise agreed upon. Reimbursable expenses will be invoiced monthly at cost, as the work progresses, or as otherwise agreed upon. Such documentation and records will be available at all reasonable times for examination and audit by the city. Incomplete or incorrect entries in such books and records shall be immediately corrected or completed upon being called to the attention of the consultant. Any loss caused to the city by such incorrect or incomplete entries will be grounds for disallowance by the city of any fees or expenses based upon such entries. Said books and records for each project shall be kept for a period of three years after the completion of all work to be performed on such project, pursuant to the agreement.

Compensation to the consultant shall include the following. No claim for reimbursement for these expenses shall be made to the city.

1.1. All travel and vehicle expenses within State of Arizona.

1.2. Three sets of signed and sealed permitting plans.

1.3. Computer usage, telephone expenses, postage.

ARTICLE 6 ADDITIONAL PROVISIONS

1. Change Order. Changes in the Work shall only be made by a written Change Order to this Contract signed by the City and the Consultant. Changes involving increases to the Consultant's compensation or an extension of the Task Order Schedule shall be considered a Change Order and must be approved as an amendment to the Task Order and executed by the City and the Consultant. The Consultant shall not: (A) perform any additional Work; or (B) eliminate any duties included in the Work until a written amendment addressing the Change Order has been properly approved and executed by both Parties.

2. Payment: The city will make monthly payments to the consultant based on the percentage of completion of the Consultant's work, or as otherwise agreed upon. The consultant shall submit an original invoice and one copy to the city. This will be considered the official request for payment by the city.

The invoice shall include the following information: Invoice number for the PO number, Task Order number, name of project, and date;

- 2.1. The consultants lump sum or negotiated upset limit fee;
- 2.2. Percent of work completed, or employees name, titles, direct labor rates, and multiplier;
- 2.3. Amount earned;
- 2.4. Amount previously billed;
- 2.5. Amount due this invoice;
- 2.6. Retention, if applicable;
- 2.7. Balance remaining;
- 2.8. Attached list of reimbursable with appropriate receipts;
- 2.9. Summary of work done this billing period.

When the project involves bidding and construction or demolition, the project, and subsequent payments shall be divided into a minimum of three components; design, bidding, and construction.

3. Safety Plan. The Consultant shall provide the Services in accordance with a safety plan that is compliant with Occupational Safety and Health Administration ("OSHA"), American National Standards Institute and National Institute for Occupational Safety and Health Standards. If in the Consultant's sole determination, the Services to be provided do not require a safety plan, Consultant shall notify the City in writing, describing the reasons a safety plan is unnecessary. The City reserves the right to request a safety plan following such notification.

4. Documents. All documents, including any intellectual property rights thereto, prepared and submitted to the City pursuant to this Agreement shall be the property of the City.

5. Consultant Personnel. Consultant shall provide adequate, experienced personnel, capable of and devoted to the successful performance of the Services under this Agreement.

Consultant agrees to assign specific individuals to key positions. Consultant agrees that, upon commencement of the Services to be performed under this Agreement, key personnel shall not be removed or replaced without prior written notice to the City. If key personnel are not available to perform the Services for a continuous period exceeding 30 calendar days or are expected to devote substantially less effort to the Services than initially anticipated, Consultant shall immediately notify the City of same and shall, subject to the concurrence of the City, replace such personnel with personnel possessing substantially equal ability and qualifications.

6. Inspection; Acceptance. All work shall be subject to inspection and acceptance by the City at reasonable times during the Consultant's performance. The Consultant shall provide and maintain a self-inspection system that is acceptable to the City.

7. Licenses; Materials. 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. The City has no obligation to provide Consultant, its employees, or subcontractors any business registrations or licenses required to perform the specific services set forth in this Agreement. The City has no obligation to provide tools, equipment, or material to the Consultant.

8. Performance Warranty. Consultant warrants that the Services rendered will conform to the requirements of this Agreement and with the care and skill ordinarily used by members of the same profession practicing under similar circumstances at the same time and in the same locality.

9. Indemnification.

To the fullest extent permitted by law, the Consultant shall indemnify and hold harmless the City and each council member, officer, employee or agent thereof (the City and any such person being herein called an "Indemnified Party"), for, from and against any and all losses, claims, damages, liabilities, costs and expenses (including, but not limited to, reasonable attorneys' fees, court costs and the costs of appellate proceedings) to which any such Indemnified Party may become subject, under any theory of liability whatsoever ("Claims") to the extent that such Claims (or actions in respect thereof) are caused by the negligent acts, recklessness or intentional misconduct of the Consultant, its officers, employees, agents, or any tier of subcontractor in connection with Consultant's work or services in the performance of this Agreement. The amount and type of insurance coverage requirements set forth below will in no way be construed as limiting the scope of the indemnity in this Section.

10. Insurance.

10.1. General.

A. Insurer Qualifications. Without limiting any obligations or liabilities of Consultant, Consultant shall purchase and maintain, at its own expense, hereinafter stipulated minimum insurance with insurance companies authorized to do business in the State of Arizona pursuant to ARIZ. REV. STAT. § 20-206, as amended, with an AM Best, Inc. rating of A- or above with policies and forms satisfactory to the City. Failure to maintain insurance as specified herein may result in termination of this Agreement at the City's option.

B. No Representation of Coverage Adequacy. By requiring insurance herein, the City does not represent that coverage and limits will be adequate to protect Consultant. The City reserves the right to review any and all of the insurance policies and/or endorsements cited in this Agreement, but has no obligation to do so. Failure to demand such evidence of full compliance with the insurance requirements set forth in this Agreement or failure to identify any insurance deficiency shall not relieve Consultant from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.

C. Additional Insured. All insurance coverage, except Workers' Compensation insurance and Professional Liability insurance, if applicable, shall name, to the fullest extent permitted by law for claims arising out of the performance of this Agreement, the City, its agents, representatives, officers, directors, officials and employees as Additional Named Insured as specified under the respective coverage sections of this Agreement.

D. Coverage Term. All insurance required herein shall be maintained in full force and effect until all work or services required to be performed under the terms of this Agreement are satisfactorily performed, completed and formally accepted by the City, unless specified otherwise in this Agreement.

E. Primary Insurance. Consultant's insurance shall be primary insurance with respect to performance of this Agreement and in the protection of the City as an Additional Insured.

F. Claims Made. In the event any insurance policies required by this Agreement are written on a "claims made" basis, coverage shall extend, either by keeping coverage in force or purchasing an extended reporting option, for three years past completion and acceptance of the services. Such continuing coverage shall be evidenced by submission of annual Certificates of Insurance and necessary endorsements citing applicable coverage is in force and contains the provisions as required herein for the three-year period.

G. Waiver. All policies, except for Professional Liability, including Workers' Compensation insurance, shall contain a waiver of rights of recovery (subrogation) against the City, its agents, representatives, officials, officers and employees for any claims arising out of the work or services of Consultant. Consultant shall arrange to have such subrogation waivers incorporated into each policy via formal written endorsement thereto.

H. Policy Deductibles and/or Self-Insured Retentions. The policies set forth in these requirements may provide coverage that contains deductibles or self-insured retention amounts. Such deductibles or self-insured retention shall not be applicable with respect to the policy limits provided to the City. Consultant shall be solely responsible for any such deductible or self-insured retention amount.

I. Use of Subcontractors. If any work under this Agreement is subcontracted in any way, Consultant shall execute written agreements with its subcontractors containing the indemnification provisions set forth above and insurance requirements set forth herein protecting the City and Consultant. Consultant shall be responsible for executing any agreements with its subcontractors and obtaining certificates of insurance verifying the insurance requirements.

J. Evidence of Insurance. Prior to commencing any work or services under this Agreement, Consultant will provide the City with suitable evidence of insurance in the form of certificates of insurance and a copy of the declaration page(s) of the insurance policies as required by this Agreement, issued by Consultant's insurance insurer(s) as evidence that policies are placed with acceptable insurers as specified herein and provide the required coverages, conditions and limits of coverage specified in this Agreement and that such coverage and provisions are in full force and effect. Confidential information such as the policy premium may be redacted from the declaration page(s) of each insurance policy, provided that such redactions do not alter any of the information required by this Agreement. The City shall reasonably rely upon the certificates of insurance and declaration page(s) of the insurance policies as evidence of coverage but such acceptance and reliance shall not waive or alter in any way the insurance requirements or obligations of this Agreement. If any of the policies required by this Agreement expire during the life of this Agreement, it shall be Consultant's responsibility to forward renewal certificates and declaration page(s) to the City 30 days prior to the expiration date. All certificates of insurance and declarations required by this Agreement shall be identified by referencing the RFQ number and title or this Agreement. A \$25.00 administrative fee shall be assessed for all certificates or declarations received without the appropriate RFQ number and title or a reference to this Agreement, as applicable. Additionally, certificates of insurance and declaration page(s) of the insurance policies submitted without referencing the appropriate RFQ number and title or a reference to this Agreement, as applicable, will be subject to rejection and may be returned or discarded. Certificates of insurance and declaration page(s) shall specifically include the following provisions:

(1) The City, its agents, representatives, officers, directors, officials and employees are Additional Insureds as follows:

(a) Commercial General Liability – Under Insurance Services Office, Inc., (“ISO”) Form CG 20 10 03 97 or equivalent.

(b) Auto Liability – Under ISO Form CA 20 48 or equivalent.

(c) Excess Liability – Follow Form to underlying insurance.

(2) Consultant's insurance shall be primary insurance with respect to performance of this Agreement.

(3) All policies, except for Professional Liability, including Workers' Compensation, waive rights of recovery (subrogation) against City, its agents, representatives, officers, officials and employees for any claims arising out of work or services performed by Consultant under this Agreement.

(4) ACORD certificate of insurance form 25 (2014/01) is preferred. If ACORD certificate of insurance form 25 (2001/08) is used, the phrases in the cancellation provision "endeavor to" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives" shall be deleted. Certificate forms other than ACORD form shall have similar restrictive language deleted.

K. Endorsements. Consultant shall provide the City with the necessary endorsements to ensure City is provided the insurance coverage set forth in this Section.

10.2. Required Insurance Coverage.

A. Commercial General Liability. Consultant shall maintain "occurrence" form Commercial General Liability insurance with an unimpaired limit of not less than \$1,000,000 for each occurrence, \$2,000,000 Products and Completed Operations Annual Aggregate and a \$2,000,000 General Aggregate Limit. The policy shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury. Coverage under the policy will be at least as broad as ISO policy form CG 00 010 93 or equivalent thereof, including but not limited to, separation of insured's clause. To the fullest extent allowed by law, for claims arising out of the performance of this Agreement, the City, its agents, representatives, officers, officials and employees shall be cited as an Additional Insured under ISO, Commercial General Liability Additional Insured Endorsement form CG 20 10 03 97, or equivalent, which shall read "Who is an Insured (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" for that insured by or for you." If any Excess insurance is utilized to fulfill the requirements of this subsection, such Excess insurance shall be "follow form" equal or broader in coverage scope than underlying insurance.

B. Vehicle Liability. Consultant shall maintain Business Automobile Liability insurance with a limit of \$1,000,000 each occurrence on Consultant's owned, hired and non-owned vehicles assigned to or used in the performance of the Consultant's work or services under this Agreement. Coverage will be at least as broad as ISO coverage code "1" "any auto" policy form CA 00 01 12 93 or equivalent thereof. To the fullest extent allowed by law, for claims arising out of the performance of this Agreement, the City, its agents, representatives, officers, directors, officials and employees shall be cited as an Additional Insured under ISO Business Auto policy Designated Insured Endorsement form CA 20 48 or equivalent. If any Excess insurance is utilized to fulfill the requirements of this subsection, such Excess insurance shall be "follow form" equal or broader in coverage scope than underlying insurance.

C. Professional Liability. If this Agreement is the subject of any professional services or work, or if the Consultant engages in any professional services or work in any way related to performing the work under this Agreement, the Consultant shall maintain Professional Liability insurance covering negligent errors and omissions arising out of the Services performed by the Consultant, or anyone employed by the Consultant, or anyone for whose negligent acts, mistakes, errors and omissions the Consultant is legally liable, with an unimpaired liability insurance limit of \$2,000,000 each claim and \$2,000,000 annual aggregate.

D. Workers' Compensation Insurance. If Consultant employs anyone who is required by law to be covered by workers' compensation insurance, Consultant shall maintain Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over Consultant's employees engaged in the performance of work or services under this Agreement and shall also maintain Employers Liability Insurance of not less than \$500,000 for each accident, \$500,000 disease for each employee and \$1,000,000 disease policy limit.

10.3. Cancellation and Expiration Notice. Insurance required herein shall not expire, be canceled, or be materially changed without 30 days' prior written notice to the City.

11. Termination; Cancellation.

11.1. For City's Convenience. This Agreement is for the convenience of the City and, as such, may be terminated without cause after receipt by Consultant of written notice by the City. Upon termination for convenience, Consultant shall be paid for all undisputed services performed to the termination date.

11.2. For Cause. If either party fails to perform any obligation pursuant to this Agreement and such party fails to cure its nonperformance within 30 days after notice of nonperformance is given by the non-defaulting party, such party will be in default. In the event of such default, the non-defaulting party may terminate this Agreement immediately for cause and will have all remedies that are available to it at law or in equity including, without limitation, the remedy of specific performance. If the nature of the defaulting party's nonperformance is such that it cannot reasonably be cured within 30 days, then the defaulting party will have such additional periods of time as may be reasonably necessary under the circumstances, provided the defaulting party immediately (A) provides written notice to the non-defaulting party and (B) commences to cure its nonperformance and thereafter diligently continues to completion the cure of its nonperformance. In no event shall any such cure period exceed 90 days. In the event of such termination for cause, payment shall be made by the City to the Consultant for the undisputed portion of its fee due as of the termination date.

11.3. Due to Work Stoppage. This Agreement may be terminated by the City upon 30 days' written notice to Consultant in the event that the Services are permanently abandoned. In the event of such termination due to work stoppage, payment shall be made by the City to the Consultant for the undisputed portion of its fee due as of the termination date.

11.4. Conflict of Interest. This Agreement is subject to the provisions of ARIZ. REV. STAT. § 38-511. The City may cancel this Agreement 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 this Agreement on behalf of the City or any of its departments or agencies is, at any time while this Agreement or any extension of this Agreement is in effect, an employee of any other party to this Agreement in any capacity or a consultant to any other party of this Agreement with respect to the subject matter of this Agreement.

11.5. Gratuities. The City may, by written notice to the Consultant, cancel this Agreement if it is found by the City that gratuities, in the form of economic opportunity, future employment, entertainment, gifts or otherwise, were offered or given by the Consultant or any agent or representative of the Consultant to any officer, agent or employee of the City for the purpose of securing this Agreement. In the event this Agreement is canceled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover and withhold from the Consultant an amount equal to 150% of the gratuity.

11.6. Agreement Subject to Appropriation. The City is obligated only to pay its obligations set forth in this Agreement as may lawfully be made from funds appropriated and budgeted for that purpose during the City's then current fiscal year. The City's obligations under this Agreement are current expenses subject to the "budget law" and the unfettered legislative discretion of the City concerning budgeted purposes and appropriation of funds. Should the City elect not to appropriate and budget funds to pay its Agreement obligations, this Agreement shall be deemed terminated at the end of the then-current fiscal year term for which such funds were appropriated and budgeted for such purpose and the City shall be relieved of any subsequent obligation under this Agreement. The parties agree that the City has no obligation or duty of good faith to budget or appropriate the payment of the City's obligations set forth in this Agreement in any budget in any fiscal year other than the fiscal year in which this Agreement is executed and delivered. The City shall be the sole judge and authority in determining the availability of funds for its obligations under this Agreement. The City shall keep Consultant informed as to the availability of funds for this Agreement. The obligation of the City to make any payment pursuant to this Agreement is not a general obligation or indebtedness of the City. Consultant hereby waives any and all rights to bring any claim against the City from or relating in any way to the City's termination of this Agreement pursuant to this section.

12. Miscellaneous.

12.1. Independent Contractor. 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 acknowledges and agrees that the Services provided under this Agreement are being provided as an independent contractor, not as an employee or agent of the City. Consultant, its employees and subcontractors are not entitled to workers' compensation benefits from the City. The City does not have the authority to supervise or control the actual work of Consultant, its employees or subcontractors. The Consultant, and not the City, shall determine the time of its performance of the services provided under this Agreement so long as Consultant meets the requirements of its agreed Scope of Work as set forth in Article 1 above. Consultant is neither prohibited from entering into other contracts nor prohibited from

practicing its profession elsewhere. City and Consultant do not intend to nor will they combine business operations under this Agreement.

12.2. Applicable Law; Venue. This Agreement shall be governed by the laws of the State of Arizona and suit pertaining to this Agreement may be brought only in courts in Maricopa County, Arizona.

12.3. Laws and Regulations. Consultant shall keep fully informed and shall at all times during the performance of its duties under this Agreement ensure that it and any person for whom the Consultant is responsible abides by, and remains in compliance with, all rules, regulations, ordinances, statutes or laws affecting the Services, including, but not limited to, the following: (A) existing and future City and County ordinances and regulations; (B) existing and future State and Federal laws; and (C) existing and future Occupational Safety and Health Administration standards.

12.4. Amendments. This Agreement may be modified only by a written amendment signed by persons duly authorized to enter into contracts on behalf of the City and the Consultant.

12.5. Provisions Required by Law. Each and every provision of law and any clause required by law to be in this Agreement 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, this Agreement will promptly be physically amended to make such insertion or correction.

12.6. Severability. The provisions of this Agreement are severable to the extent that any provision or application held to be invalid by a Court of competent jurisdiction shall not affect any other provision or application of this Agreement which may remain in effect without the invalid provision or application.

12.7. Entire Agreement; Interpretation; Parol Evidence. This Agreement 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 Agreement are hereby revoked and superseded by this Agreement. 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 Agreement. This Agreement shall be construed and interpreted according to its plain meaning, and no presumption shall be deemed to apply in favor of, or against the party drafting this Agreement. The parties acknowledge and agree that each has had the opportunity to seek and utilize legal counsel in the drafting of, review of, and entry into this Agreement.

12.8. Assignment; Delegation. No right or interest in this Agreement shall be assigned or delegated by Consultant without prior, written permission of the City, signed by the City Manager. Any attempted assignment or delegation by Consultant in violation of this provision shall be a breach of this Agreement by Consultant.

12.9. Subcontracts. No subcontract shall be entered into by the Consultant with any other party to furnish any of the material or services specified herein without the prior, written approval of the City. The Consultant is responsible for performance under this Agreement whether or not subcontractors are used. Failure to pay subcontractors in a timely manner pursuant to any subcontract shall be a material breach of this Agreement by Consultant.

12.10. Rights and Remedies. No provision in this Agreement 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 this Agreement. The failure of the City to insist upon the strict performance of any term or condition of this Agreement or to exercise or delay the exercise of any right or remedy provided in this Agreement, or by law, or the City's acceptance of and payment for services, shall not release the Consultant from any responsibilities or obligations imposed by this Agreement or by law, and shall not be deemed a waiver of any right of the City to insist upon the strict performance of this Agreement.

12.11. Attorneys' Fees. In the event either party brings any action for any relief, declaratory or otherwise, arising out of this Agreement or on account of any breach or default hereof, the prevailing party shall be entitled to receive from the other party reasonable attorneys' fees and reasonable costs and expenses, determined by the court sitting without a jury, which shall be deemed to have accrued on the commencement of such action and shall be enforced whether or not such action is prosecuted through judgment.

12.12. Liens. All materials or services shall be free of all liens and, if the City requests, a formal release of all liens shall be delivered to the City.

12.13. Offset.

A. Offset for Damages. In addition to all other remedies at law or equity, the City may offset from any money due to the Consultant any amounts Consultant owes to the City for damages resulting from breach or deficiencies in performance or breach of any obligation under this Agreement.

B. Offset for Delinquent Fees or Taxes. The City may offset from any money due to the Consultant any amounts Consultant owes to the City for delinquent fees, transaction privilege use taxes and property taxes, including any interest or penalties.

12.14. Notices and Requests. Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if (A) delivered to the party at the address set forth below, (B) deposited in the U.S. Mail, registered or certified, return receipt requested, to the address set forth below or (C) given to a recognized and reputable overnight delivery service, to the address set forth below:

If to the City: City of Avondale
 11465 West Civic Center Drive
 Avondale, Arizona 85323
 Attn: Charles A. Montoya, City Manager

With copies to: City of Avondale
11465 West Civic Center Drive
Avondale, Arizona 85323
Attn: Jill Lin, Procurement Officer

City of Avondale
11465 West Civic Center Drive
Avondale, Arizona 85323
Attn: Michael Wawro, City Attorney

If to Consultant: Vertech Industrial Systems, LLC
4409 E Baseline Road, Suite 127
Phoenix AZ 85042
Attn: Robert Simpson
bsimpson@verttech.com

or at such other address, and to the attention of such other person or officer, as any party may designate in writing by notice duly given pursuant to this subsection. Notices shall be deemed received (A) when delivered to the party, (B) three business days after being placed in the U.S. Mail, properly addressed, with sufficient postage or (C) the following business day after being given to a recognized overnight delivery service, with the person giving the notice paying all required charges and instructing the delivery service to deliver on the following business day. If a copy of a notice is also given to a party's counsel or other recipient, the provisions above governing the date on which a notice is deemed to have been received by a party shall mean and refer to the date on which the party, and not its counsel or other recipient to which a copy of the notice may be sent, is deemed to have received the notice.

12.15. Confidentiality of Records. The Consultant shall establish and maintain procedures and controls that are acceptable to the City for the purpose of ensuring that information contained in its records or obtained from the City or from others in carrying out its obligations under this Agreement shall not be used or disclosed by it, its agents, officers, or employees, except as required to perform Consultant's duties under this Agreement. 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 this Agreement.

12.16. Records and Audit Rights. To ensure that the Consultant and its subcontractors are complying with the warranty under subsection 12.17 below, Consultant's and its subcontractor's books, records, correspondence, accounting procedures and practices, and any other supporting evidence relating to this Agreement, including the papers of any Consultant and its subcontractors' employees who perform any work or services pursuant to this Agreement (all of the foregoing hereinafter referred to as "Records"), shall be open to inspection and subject to audit and/or reproduction during normal working hours by the City, to the extent necessary to adequately permit (A) evaluation and verification of any invoices, payments or claims based on Consultant's and its subcontractors' actual costs (including direct and indirect costs and overhead allocations) incurred, or units expended directly in the performance of work under this Agreement and (B) evaluation of the Consultant's and its subcontractors' compliance with the Arizona

employer sanctions laws referenced in subsection 12.17 below. To the extent necessary for the City to audit Records as set forth in this subsection, Consultant and its subcontractors hereby waive any rights to keep such Records confidential. For the purpose of evaluating or verifying such actual or claimed costs or units expended, the City shall have access to said Records, even if located at its subcontractors' facilities, from the effective date of this Agreement for the duration of the work and until three years after the date of final payment by the City to Consultant pursuant to this Agreement. Consultant and its subcontractors shall provide the City with adequate and appropriate workspace so that the City can conduct audits in compliance with the provisions of this subsection. The City shall give Consultant or its subcontractors reasonable advance notice of intended audits. Consultant shall require its subcontractors to comply with the provisions of this subsection by insertion of the requirements hereof in any subcontract pursuant to this Agreement.

12.17. E-verify Requirements. To the extent applicable under ARIZ. REV. STAT. § 41-4401, the Consultant and its subcontractors warrant compliance with all federal immigration laws and regulations that relate to their employees and their compliance with the E-verify requirements under ARIZ. REV. STAT. § 23-214(A). Consultant's or its subcontractors' failure to comply with such warranty shall be deemed a material breach of this Agreement and may result in the termination of this Agreement by the City.

12.18. Israel. For Contracts in excess of One Hundred Thousand (\$100,000) Dollars, Consultant certifies that it is not currently engaged in and agrees for the duration of this Agreement that it will not engage in a "boycott," as that term is defined in ARIZ. REV. STAT. § 35-393, of Israel.

12.19. Conflicting Terms. In the event of any inconsistency, conflict or ambiguity among the terms of this Agreement, any amendments, the Scope of Work, any City-approved Task Order, Purchase Order, the Fee Schedule, the RFQ and the Consultant's SOQ, the documents shall govern in the order listed herein. If the Agreement is renewed pursuant to Article 2 Subsection 1.2 above and such renewal includes any conflicting terms, other than price, those terms will be null and void.

12.20. Non-Exclusive Contract. This Agreement is entered into with the understanding and agreement that it is for the sole convenience of the City. The City reserves the right to obtain like goods and services from another source when necessary.

13. Record Retention Schedule. Engineering reports, plot plans, permits and application relating to SCADA systems shall be maintained for the life of the facility.

14. Rights of Decisions. All services shall be performed by the consultant to the reasonable satisfaction of the city. In cases of disagreement or ambiguity, the city shall decide all questions, difficulties, and disputes of whatever nature which may arise under or by reason of this agreement, the prosecution and fulfillment of the services hereunder and the character, quality, amount and value thereof, and the city's decisions on all claims, questions, and disputes shall be final, conclusive and binding upon the parties hereto unless such determination is clearly arbitrary or unreasonable.

15. Cooperative Purchasing. Specific eligible political subdivisions and nonprofit educational or public health institutions ("Eligible Procurement Unit(s)") are permitted to utilize

procurement agreements developed by the City, at their discretion and with the agreement of the awarded Consultant. Consultant may, at its sole discretion, accept orders from Eligible Procurement Unit(s) for the purchase of the Materials and/or Services at the prices and under the terms and conditions of this Agreement, in such quantities and configurations as may be agreed upon between the parties. All cooperative procurements under this Agreement shall be transacted solely between the requesting Eligible Procurement Unit and Consultant. Payment for such purchases will be the sole responsibility of the Eligible Procurement Unit. The exercise of any rights, responsibilities or remedies by the Eligible Procurement Unit shall be the exclusive obligation of such unit. The City assumes no responsibility for payment, performance or any liability or obligation associated with any cooperative procurement under this Agreement. The City shall not be responsible for any disputes arising out of transactions made by others.

[SIGNATURES ON FOLLOWING PAGES]

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

“City”

CITY OF AVONDALE,
an Arizona municipal corporation

Charles A. Montoya
for Charles A. Montoya, City Manager

Date: 7/15/2020

ATTEST:

Marcella Carrillo
Marcella Carrillo, City Clerk



“Consultant”

VERTECH INDUSTRIAL SYSTEMS, LLC,
a(n) Arizona Corporation

By: *Titus Crabb*

Name: *Titus Crabb*

Title: *President*

EXHIBIT A
TO
SAMPLE PROFESSIONAL SERVICE AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
VERTECH INDUSTRIAL SYSTEMS, LLC

[SOQ]

See following pages.

COVER LETTER

May 27th 2020

Jill Lin,

CITY OF AVONDALE

Public Works Department
11465 West Civic Center
Avondale, AZ 85323
Quote #: Q200212

FY2020/2021 RFQ PW 20-048 Request for Statement of Qualifications for SCADA Professional Engineering Services

Dear Jill Lin,

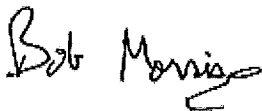
This proposal pertains to the **Requests for Statements of Qualifications for FY2020/2021 SCADA Professional Engineering Services**. We are interested and qualified in providing Electrical Design and SCADA Services with emphasis on Water and WasteWater operations at the City of Avondale. We are also interested in talking on a Prime Contractor role as it pertains to Design, Construction Management & Inspection along with other tasks outlined in this RFQ by teaming with reputable civil engineering firms specializing in those offerings.

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
- ⇒ We have an in depth knowledge base stretching across multiple SCADA, PLC and OIT platforms
- ⇒ A reliable system in place for emergency coverage: 24 hours a day, 7 days a week, 365 days of the year with a considerably short response time.
- ⇒ A network of reputable companies to partner with to provide more offerings to the City than in the past.

Thank you for this opportunity. I look forward to meeting with you to discuss why Vertech is your best choice for these services.

Sincerely,



Bob Morris
Vice President
Vertech
4409 E Baseline Rd, #127 Phoenix, AZ 85042
PH: (480) 756-2300
bmorris@verttech.com

Cover Letter

City of Avondale -RFQ PW 20-048 Request for Statement of Qualification for SCADA Professional Engineering Services

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 John James, EIT – Senior Control Systems Engineer 5

 John Wolnisty – Senior Programmer 6

 Jesse Wilson – Control Systems Integrator II 6

 Chad Charman – Design Manager 6

 Kris Grindstaff – Network and Cyber Security Specialist 7

 Gustovo Rodriguez– Field Servicie Manager 7

SCADA and PLC Experience 7

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SECTION 1: GENERAL 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.

1. Cover page included.**2. Legal Organization of Vendor****Vertech Industrial Systems, LLC**

Vertech Principal Office: 4409 East Baseline Road, Suite 127 Phoenix, AZ 85042

480-756-2300 | FAX 877-387-0277

Vertech Industrial Systems is a Limited Liability Corporation, LLC.

Members authorized to act on company's behalf - Titus Crabb and Robert Morris – each owning 50% of the company. Titus Crabb is the President and Robert Morris is the Vice President. They can be contacted at 480-756-2300

SOQ Contact:

Robert Simpson

4409 E Baseline Road, Suite 127 Phoenix AZ 85042, Phone: 480-231-9062

3. Vertech Industrial Systems Principal Office:

Is located at 4409 East Baseline Road, Suite 127 Phoenix, AZ 85042. Vertech a

City of Avondale Vendor #: 21317Arizona Corporation Commission #: L-1157059-8. Vertech is in "Good Standing" with the Arizona Corporation Commission.Arizona Board of Technical Registration #: 15925-0UL508a Certification #: E311222**4. General Description:**

Vertech is based in Phoenix and has been in Arizona for over 15 years. Vertech's staff of 70 employees across multiple locations provides comprehensive engineering services that include industrial control design services, programming, commissioning services, radio surveys, and control panel fabrication. Our programming services provided include SCADA, PLC, MES, .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. Our goal is to provide World Class Industrial Automation Solutions.

City of Avondale -RFQ PW 20-048 Request for Statement of Qualification for SCADA Professional Engineering Services

5. Contracts terminated: 0
6. Claims arising from contracts: 0
7. Vendor Information Form – See Section A

SECTION 2: EXPERIENCE AND QUALIFICATIONS SCADA AND I&C AUTOMATOIN

Vertech has provided world class automation solutions to clients over the last fifteen years. Vertech's staff of 70 employees companywide provides comprehensive **engineering** services that include SCADA Master Plans, Instrumentation and control design, start up and commissioning services, project specifications, radio surveys, and control network architecture design and configuration. Our **programming** services provided include code & graphic standard development, SCADA, OIT, PLC, MES, .NET, and SQL programming, along with VFD configuration. Our **technical services** include UL508a panel building, instrument calibration and system troubleshooting services. 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. Serving the following municipalities in the state of Arizona.

- | | |
|------------------------|---------------------|
| 1. Town of Queen Creek | 5. City of Peoria |
| 2. City of Casa Grande | 6. City of Avondale |
| 3. City of Goodyear | 7. City of Kingman |
| 4. City of Glendale | 8. City of Buckeye |

We provide sound 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.

1. COLDWATER BOOSTER PLC UPGRADE**Date: 1/31/2019****Contract Amount: \$22,436.76****Client /Owner: City of Avondale****Location: 399 E Lower Buckeye Road, Avondale, AZ 85323****Reference: Randy Ziolkowski, 623-333-4455, rziolkowski@avondaleaz.gov****Scope:**

- Convert current programming to the Unity software platform.
- Implement new Booster Control logic
- Install the new Modicon M340 PLC (PLC provided by the City)
- Interface the new Chlorine Generation System with the newly installed PLC

2. SUNDANCE WATERWATER SCADA UPGRADE**Dates: 6/03/2019****Contract Amount: \$449,246.94****Client /Owner: City of Buckeye****Location: Sundance WasteWater Treatment Plant****Reference: Mark Seamans, 623-349-6126, mseamans@buckeyeaz.gov**

Scope:

The main driver for the SCADA evaluation and consequently the SWRF SCADA Upgrade, was to determine the needed improvements necessary to standardize the control system hardware and software across all City Water and Wastewater Facilities. We used phased development, Phase 1 – Development, Phase 2 – Programming, Phase 3 – Execution

- I. SCADA DEVELOPMENT
 - 1. PLC A and PLC Main (New) Panel I/O CAD Drawings
 - 2. SCADA Architecture
 - 3. Standards Documentation
 - 4. PCS Sequence of Operation
 - 5. Sub System Analysis for Monitor and Control Additions
 - 6. DeviceNet to Ethernet Migration Evaluation
- II. SCADA PROGRAMMING
 - 1. PLC Programming
 - 2. HMI Programming
 - 3. FAT Testing
- III. EXECUTION
 - 1. Cutover Plan (MOPO)
 - 2. SCADA Software Setup
 - 3. PLC Migration for PLC A (Old) & PLC Main (New)
 - 4. System Startup and Acceptance Testing
 - 5. Training and Documentation

City of Avondale -RFQ PW 20-048 Request for Statement of Qualification for SCADA Professional Engineering Services

3. CITY OF CASA GRANDE SCADA UPGRADE

Date: December 2016-February 2018

Contract Amount: \$224,000.00

Client /Owner: City of Casa Grande

Location: 1194 W. Kortsen, Casa Grande, AZ 85122

Reference: Kim Dunn (Civil Engineer), 520-421-8625 kim_dunn@casagrande.gov

Scope:

The City of Casa Grande’s plan was to replace their existing Wonderware SCADA Platform. We upgraded their SCADA system to Inductive Automations, Ignition Platform.

- Conducted an assessment and evaluation of existing SCADA software, Networking Architecture and Server hardware.
- Developed a cost matrix comparing 4 of the top SCADA packages selected by the city.
- Focus on Standardization, implementing redundancy and reliability in the SCADA system, and deploying mobile SCADA and alarming.
- Upgraded an outdated SCADA system to Ignition SCADA software.
- Provide complete documentation including panel drawings, component cut-sheets, network drawings and system operations and maintenance manual
- Provided SCADA Server Hardware and configured and installed.
- Provided and configured a Cisco Firewall
- SCADA Development Programming
- Startup and Commissioning

SECTION 3:KEY POSITIONS

Based on the scope of work, schedule, and the level of design required for this project, Vertech will provide the following individuals for the duration of the project.

JANE SAULNIER, P.E. – SENIOR PROJECT MANAGER



Jane Saulnier has over 25 years of experience in all phases of control systems engineering and management, including systems planning and design, configuration and programming, testing and commissioning, start-up, maintenance, training, and upgrade and replacement projects. She has completed many automation projects in the Pulp & Paper, Food & Pharmaceutical, Chemical, Water & Wastewater, and Manufacturing industries. Jane has demonstrated leadership on all her projects throughout her career and has honed her skills as a project manager over the last 15 years through

hands-on project management, inhouse-developed project management programs (CDM Smith and Maverick), and formal business education (MBA from Clark University in 2001).

JOHN JAMES, EIT – SENIOR CONTROL SYSTEMS ENGINEER



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 20 years’ experience in PLC programming, process control and systems integration/automation. John is our Modicon product line specialist and has been programming in Concept, Unity and Proworx programming software since 1999.

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John possesses a broad knowledge of radio communications systems and their usage in SCADA environments.

John takes the lead on tasks regarding Avondale's existing SCADA system, and he will continue to handle PLC, SCADA and instrumentation related projects. John has intimate knowledge of Avondale's control architecture and design standards – regarding screen development as well as PLC code generation. 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.

JOHN WOLNISTY – SENIOR PROGRAMMER

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.

John Wolnisty's knowledge and familiarity with Avondale's SCADA system and the network architecture is valuable and will save Avondale resources in not having to familiarize another firm with the system. His role on this project will be to continue to provide support of Avondale's network and system architecture. John is a Wonderware System Platform Certified Developer.

JESSE WILSON – CONTROL SYSTEMS INTEGRATOR II

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 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 previous experience in working with the City of Avondale's SCADA system.

CHAD CHARMAN – DESIGN MANAGER

Mr. Charman joined Vertech in March of 2010, he holds the position of Design Manager for Vertech. Chad brings 19 years of experience in the controls industry, 14 years total technical experience and 5 years of Project Management 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.

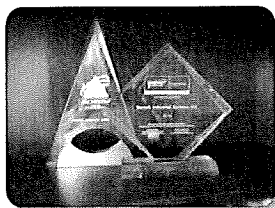
Chad holds a Bachelor of Applied Science in Architectural & Civil design.

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Professional Engineering Services**KRIS GRINDSTAFF – NETWORK AND CYBER SECURITY SPECIALIST**

Mr. Grindstaff joined Vertech in July of 2011, and he holds the position of Renewable Energy Specialist 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 has developed several applications for machine control, HMI's, database storage and retrieval, and network utilities using Microsoft Visual Basic 6.0 and VB.NET, C#, and SQL Server. 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. Kris is formally trained in cyber security and is fully capable of assessing and securing systems to current industry standards.

GUSTOVO RODRIGUEZ– FIELD SERVICE MANAGER

Mr. Rodriguez joined Vertech in August of 2011 as Senior Technician. Gus has 23 years of experience in the controls industry and has extensive experience in instrument and controls hardware applications and design. Gus specializes in technical field service including instrument setup and calibration, VFD commissioning, loop verifications, and system troubleshooting. Gus' experience also includes AutoCAD electrical design, UL-508a panel fabrication, and commissioning of telemetry systems.

SCADA AND PLC EXPERIENCE

Vertech has been programming Wonderware software since the start of business over six years ago. Vertech is a Wonderware Certified Developer. John Wolnisty, Jesse Wilson and Kris Grindstaff are System Platform Certified Developers in System Platform 2014R2. John James is a InTouch Certified Developer who has worked with System Platform 2014R2 for many years at the City of Avondale. John will be obtaining his System Platform 2017 Certification by Aug 1st 2020. Additionally, John James has years of experience with Modicon PLCs and corresponding coding platforms such as Unity. In recent years John has programmed M340 & M580 PLCs for many of Vertech's customers in the Water/Wastewater industry.

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Professional Engineering Services

SUB CONSULTANTS DESCRIPTION & KEY ROLES

Upon City approval, Vertech can partner with a number of firms to provide necessary and required functions that normally fall outside of Vertech's core competencies. Such as Preconstruction Design, Construction Management and Electrical Design outside of Instrumentation and Controls etc.

VERTECH'S PLAN FOR PROVIDING SUPERVISION OF CONTRACTORS AND SUB-CONTRACTORS

Vertech will partner with a firm to complete a certain project. Vertech's project manager will be assigned to coordinate all directive activities, including but not limited to develop SOW documents, develop a project schedule, conduct daily, weekly and monthly meetings. Vertech will utilize Microsoft Teams to ensure stakeholders are kept up to date on schedule, milestones and issues pertaining to the project.

Civiltec Engineering, Inc. (Civiltec)

They have an office in the metropolitan Phoenix area since 1999 and has a long, successful, history completing water and wastewater studies, designs and construction projects. In March of 2018, Civiltec begin offering in-house electrical/controls engineering services. This department is led by Mr. Stephen "Sky" Younger, PE. Mr. Younger brings more than 40 years of diverse electrical experience with an emphasis on water/wastewater treatment systems and solar power. Civiltec understands highly efficient, reliable, state-of-the-art electrical systems are vital to municipal operations. They are committed to providing solutions that increase efficiency and ensure quality whether it is a new system, upgrade to an obsolete system or overall evaluation. Established in 1986 on the principles of innovative thinking and premier quality, Civiltec has 40+ employees, which includes 9 registered civil engineers, 1 registered electrical engineer, 4 registered land surveyors, 2 certified floodplain managers, 4 engineers-in-training and support staff that includes project managers, designers, CADD technicians, surveyors and administrative personnel.

Civiltec Project Approach

Civiltec will provide professional electrical engineering services involving but not limited to power, instrumentation, control, lighting, and grounding of all City owned facilities. All work will be supervised by a Professional Electrical Engineer (PE) registered in the State of Arizona. Specific work shall include but not be limited to conducting studies, planning, design services, construction documentation and specifications, cost estimates, value engineering, advertisement and bidding support, construction management, software integration and programming, emergency support services, and other related services pertaining to the City's SCADA and Electrical systems. Conducting studies may include radio path studies, short circuit studies, breaker coordination, and arc flash studies. Planning may include determination of future electrical loads and instrumentation requirements at new or existing municipal facilities. Design services may include power, instrumentation, control, lighting, and grounding plans for construction packages. Construction documentation may include construction drawings, specifications, and addendums. Value engineering is also used to review specified equipment and risk assessment.

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Professional Engineering Services**CIVILTEC - PROJECT MANAGEMENT AND TEAM ORGANIZATION**

Our business model relies on intercompany efficiency and strong communications. This results in lower overhead and cost savings that can be passed along to our clients. Our project staffing approach is to select team members that have the specific experience and capabilities that are best suited for each project or task order. Civiltec is committed to providing our best and most appropriate technical resources to the City throughout the duration of this contract.

Avondale will benefit from our project management approach because it minimizes the need for amendments to contracts or change orders. This process starts with a thorough development of the project understanding and continues through constant communication through-out the project. Only with a complete understanding of the City's goals, the project's requirements, potential utility conflicts, and other agency requirements and concerns can we prepare what we believe will be the most efficient and practical work plan. We will formulate an approach that will consider our best available technical expertise and resources that will satisfy the City's goals and bring the project to a timely and successful completion.

Prior to the issuance of any advertised bid contract a cost estimate shall be prepared along with a list of suggested bidders. All received bids shall be reviewed against the cost estimate and project schedule to determine compliance technically, economically, and legally.

Construction management may include pre-construction meetings, review of equipment submittals, processing of RFIs, weekly construction meetings, on-site inspections, and commissioning. Software integration and programming shall be provided directly by qualified professionals. Emergency support services may include 24/7 on-call professional assistance to resolve problems caused by operator/equipment failure or damage from outside forces.

CIVILTEC - SCHEDULE AND BUDGET CONTROL

Civiltec has an excellent track record producing complete plans, specifications, cost-estimates, and construction documents correctly, thoroughly, and on time. Whether working for a governmental agency, corporation, or private landowner, we realize that time is money. Project budgets are determined using man-hour breakdowns by staff members for every task. Based on man-hour estimates and staff availability, project schedules are established for every task. We utilize Microsoft Project to develop and maintain overall project schedules. These schedules are used to communicate with our clients and staff, so all expectations and budgets are met. On schedule projects will be on budget projects! We continually stress that to our clients and team members.

Projects budgets are monitored by our project managers in real time. Our accounting software allows for project reporting in real time as staff expends resources against project budgets. This approach allows us to identify potential issues and develop solutions prior to issues becoming problems. This internal control allows us to make adjustments that may be necessary to stay within budget and maintain the project schedule.

CIVILTEC - COST ESTIMATING

Civiltec maintains a comprehensive library of previous project construction costs. The library includes internal and external engineer's opinion of probable construction costs. Cost estimates are prepared using either direct quotations from vendors and contractors; or estimates based upon Means cost estimating guidelines or recent contractor bid tabulations.

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Professional Engineering Services**CIVILTEC SUBCONTRACTOR KEY ROLE - STEPHEN YOUNGER, PE – ELECTRICAL ENGINEER**

Education: B.S., Electrical Engineering, University of Nebraska, Lincoln, 1978

Registration: Professional Electrical Engineer, Arizona No. 17036

Mr. Younger has 40+ years (2+ years with Civiltec) of electrical engineering experience. He has extensive experience in the design of electrical systems for water and wastewater treatment plants, pump and lift stations, solar power systems, power plants, semiconductor fabrication plants and chemical plants. He is presently a member of the enforcement committee of the Arizona Board of Technical Registration. He is an expert in the electrical design of water treatment plants and pump stations for municipalities throughout Arizona and California.

SECTION 4: VETECH PROJECT APPROACH**PLANNING:**

The project manager creates or facilitates creation of the Project Plan in the following manner:

- Sales Transition Meeting: the project manager meets with the sales team to review the proposal, project budget, communications with the customer in developing the proposal, contract requirements, and any customer-provided specifications, drawings, photographs, standards or other reference documentation.
- The project manager will create a draft Project Plan, which includes:
 - List of deliverables
 - Submittal Schedule
 - Preliminary Project Schedule
 - Reference documentation
 - Project Contacts
 - Project Organization chart
 - Project budget (Work Breakdown Structure)
 - Schedule of values, budget for each task
 - Communication Plan
 - Quality Assurance Plan
 - Risk Assessment and Management Plan
- The project team will hold an internal project kick-off meeting to review the project plan and prepare for the customer kickoff meeting
- A kickoff meeting is held with the customer to make sure there is agreement on the list of deliverables and the expectations for project execution.
- The project management plan is updated with any revisions from the project kickoff meeting, and the schedule is base-lined.
- The project management plan is updated with any changes that take place during the execution of the project.

ESTIMATING:

Estimating is completed using a combination of parametric estimating based on quantity of I/O, number of screens, etc. and on task breakdown. The estimating team will identify the requirements of the project from the customer specifications, drawings, or through discussions with the client.

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Professional Engineering Services

COST CONTROLS:

Vertech plans, tracks, and manages payroll, purchasing, accounts payable, and billing through an ERP system that is project-based. Thus, real-time cost for each project is tracked based on the project Work Breakdown Structure (WBS), which corresponds to the phases and tasks identified in the Project Plan. The remaining hours and expenses required to complete each task (ETC) is updated regularly by the project manager, and through this ETC and job-to-date tracking the estimated at completion cost and its variance from budget is calculated for each WBS item.

PROJECT MANAGEMENT AND TEAM ORGANIZATION FOR PROFESSIONAL SERVICES:

- The **Project Manager** will be the central point of contact for the project. The PM will develop, maintain, and publish the project schedule. The PM will work to ensure that the project is executed to the highest standards and provide the least amount of impact to City's production. The PM will publish weekly status reports that accurately reflect the progress of the project and provide relevant information to all parties involved.
 - Most Vertech Project Managers have over 15 years of systems integration and engineering experience that spans the project lifecycle including executive strategy, cost-conscious project oversight, and technology roadmap development in SCADA, telemetry, software, process control, and integrated SCADA environments.
- The **Lead Project Engineer** will provide technical oversight for the project. The Lead Engineer will ensure that all best practices and standards are adhered to on this project. They will provide quality assurance throughout the duration of this project and confirm that nothing slips through the cracks. The Lead Engineer will develop the majority of the standards, comparisons, assessments and recommendations.
 - Vertech Lead Project Engineers also have an average of 15 years of experience in Instrumentation and Control (I&C), SCADA systems, LAN/WAN, and electrical design for water/wastewater Districts. They possess the necessary experience to develop highly effective standards for use by municipal staff, other consulting firms and contractors. They have developed SCADA standards from scratch, updated existing standards and performed Quality Assurance (QA) & Quality Control (QC) for the development of SCADA and electrical standards.
- The **Supporting Engineers** will be responsible for supporting the tasks and progress of the Lead Project Engineer. Supporting Engineers are highly qualified Vertech engineers with extensive experience in system design, standardization, PLC and SCADA programming.

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- Vertech Supporting Engineers have an average of 5—10 years of experience in designing and providing specifications for I&C systems for municipal water facilities. The typical experience involves I&C design, PLC and SCADA programming, plant startup activities, and control system commissioning.

BID PACKAGE MANAGEMENT:

Vertech uses a CRM software call "Vision" by Deltek. Vertech sales utilizes this software to track potential opportunities through the CRM. It also keeps track of the progress of each opportunity through all the phases of the project to ensure that scope information is not lost, and proposals can be delivered on time.

MANAGEMENT OF OVERHEAD COSTS:

Vertech monitors all overhead costs on a monthly basis and makes corrections as deemed necessary to ensure smooth operations and longevity of the company.

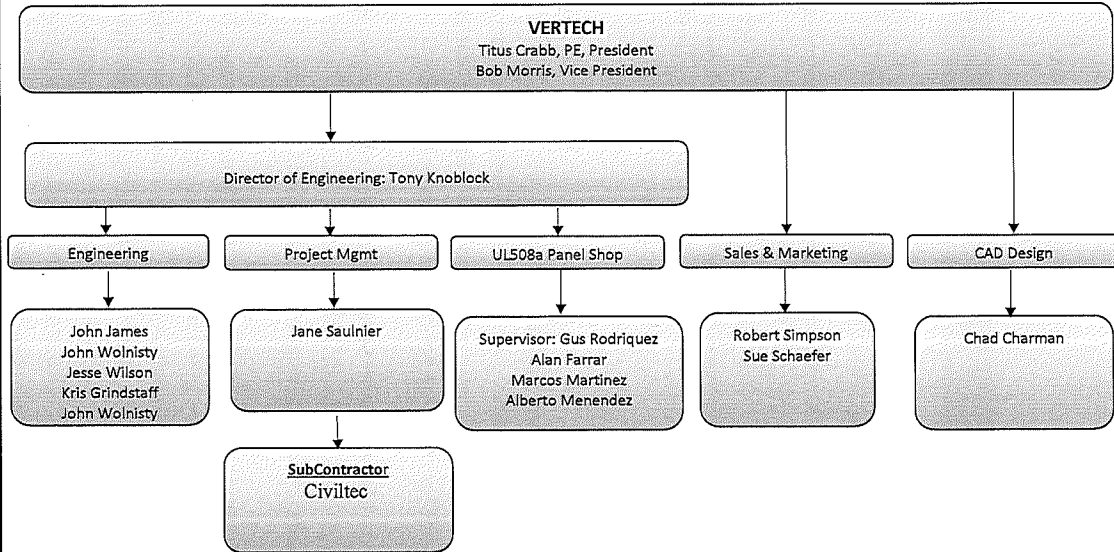
ADDENDUM NO. 1 05-21-2020

Vertech acknowledges that we did receive the Addendum No. 1 sent out on 05-21-2020. Please see attached signed addendum.

PROFESSIONAL SERVICES & ORGANIZATIONAL CHART 11X17

Services	Categories	Covered Categories	
		Vertech	Civiltec
	Conducting Studies		
	SCADA Master Plan Development	x	x
	Radio Path Surveys	x	x
	Feasibility Studies	x	x
	Planning, Projects	x	x
	Design Services	x	x
	Electrical Engineering		x
	Industrial Automation Electrical Design	x	
	Construction Documentation		x
	Specification Development		
	Site Specification Development		x
	I&C Specificatoin Deveopment	x	
	Cost Estimates		
	Construction Estimates		x
	Automation and Control Estimates	x	
	Value Engineering	x	x
	Bidding Support	x	x
	Automation and Controls Costs	x	
	Construction and Demolition Costs		x
	Construction Management		x
	Software Integration	x	
	Programming (SCADA, PLC, OIT, .NET)	x	
	Emergency Support Services 24/7/365	x	
	Electrical Systems:	x	
	Network Architecture and Cyber Security	x	
	UL508a Certified Panel Builder	x	
	SCADA and PLC Code Standard Development	x	
	Troubleshooting	x	

Organizational Chart



RESUMES AND CERTIFICATES**JANE SAULNIER, P.E. – SENIOR PROJECT MANAGER****Education:**

Bachelor of Science, *Chemical Engineering*

Auburn University – 1985

Master of Business Administration

Clark University - 2001

Technology Experience:

- Project management
- MS Project
- PLC/PACs: Rockwell PLC3, PLC5, SLC family, ControlLogix family, GE Fanuc 90/30
- DCSs: Bailey (Symphony) | Foxboro I/A
- HMIs: iFix, InTouch, FTView, PanelView
- Databases: FTHistorian, Proficy, Access, SQL
- VBA (basic competency)
- CSI Specification Development
- Technical presentations
- Training development & delivery
- Technical documentation

Leadership and Awards:

- ISA Boston Section President (1 year), Vice President and Program Director (2 years), and Secretary (1 year)

Manager for Vertech. Jane has over 20 years of experience in all phases of control systems engineering, including systems planning and design, configuration and programming, testing and commissioning, start-up, maintenance, training, upgrade and replacement. She has been managing industrial automation projects in many industries, including Water/Wastewater, Food and Beverages, and Manufacturing, for over 10 years.

Recent Project Experience:

Project Manager FMI Blending Plant Upgrade. Ms. Saulnier managed this project that included panel design and manufacturing, sequence of operation definition, programming, testing, and implementation for a new truck and rail unloading, conveying, sorting, storage, and blending plant for this mine concentrate blending project.

Project Manager, Waste Management SCADA Projects. Ms. Saulnier is managing a portfolio of fast-paced automation projects for multiple sites for this client. Projects range from small panel design and manufacturing to regional SCADA projects.

Project Manager City of Pomona SCADA Upgrade, CA*. Project Manager. Ms. Saulnier led the proposal team for this design-build \$3MM SCADA upgrade project, developed the technical approach, schedule, and estimate for the design engineering and programming. When the project was awarded, Ms. Saulnier led the planning and initiation phases of the project. During implementation she provided oversight, resource support, mentoring to the project team, and quality control. The project included design, programming, testing, installation, and training for three existing water treatment plants and a distribution system of over 54 remote sites. The communications to the remote sites was over an unlicensed Ethernet radio network with Wonderware node communication between treatment plants over a microwave system.

Project Manager Owens Lake Dust Mitigation Program SCADA Improvements, Los Angeles, CA*. Ms. Saulnier provided project management and hands-on applications engineering for this project to improve control and reporting applications for the existing SCADA system. The tasks included design and implementation of a sophisticated system-wide water flow management program, customized programming of a database program interfaced with Excel and the iFix SCADA system to schedule irrigation at over 179 laterals, and troubleshooting and programming to resolve recurring network communication issues. In addition to her project management and technical reviewer functions for this project, Ms. Saulnier programmed most of the more advanced HMI functions required for these tools for the iFix HMI.

JOHN JAMES – SENIOR CONTROL SYSTEMS INTEGRATOR

Education:

BSE, Electrical Engineering
Arizona State University, 2001

Technology Experience:

PLC Programming:

- Unity v4.0-11.0
- Concept v2.2-2.6
- ProWORX NxT
- ProWORX 32
- Studio 5000
- RS Logix 5000
- RS Logix 500
- Proficy Machine Edition
- VersaPro
- Logicmaster 90
- Automation Direct Click

HMI Programming:

- Intouch v7.0-10.0
- Proficy iFix
- Cimplicity
- SoMachine v2.0-3.0
- Vijeo Designer
- QuickDesigner
- Schneider XBTL-1000
- PanelMate Power Pro
- C-More

Radio Systems:

- GE/MDS
- Proxim
- Firetide
- Freewave
- Data-Linc
- EF-Johnson
- Esteem

Certifications:

- F.E./Engineer in Training – Arizona Certification #08683
- Wonderware InTouch 10.0 Certified – # SI307960

Mr. James joined Vertech in October 2010 as a **Senior Control Systems Integrator**. John has eighteen years of 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 Avondale Northside Arsenic Removal Facility Legacy PLC Upgrade

Avondale, Arizona

Upgrade and replacement of an existing legacy controller for a critical arsenic removal facility. Programming involved converting existing code and adapting communication routines to execute on Modicon M340 hardware and then seamlessly integrating the new hardware and communications during a time-sensitive cutover. (Modicon M340, Modicon Compact)

City of Westminster Radio Survey

Westminster, California

Radio survey to evaluate and document radio installations at twelve existing remote facilities. Evaluation included site inspection of equipment and existing installation, radio spectrum analysis, signal strength comparison between existing and mobile test radio installation, and a survey report documenting all findings and recommendations. (Freewave FG2R-PE-U 900MHz)

Duperon Coarse Rake Controller

Chandler, Arizona

PLC programming, startup, and training for Duperon coarse screen new-build expansion at the Chandler Ocotillo wastewater plant expansion. Programming involved differential level controls, I/O interfacing, and alarming. (Modicon M340)

Woods Valley WRF Phase 2 Expansion

Valley Center, California

PLC programming for entire Phase 2 Expansion of the Woods Valley wastewater plant. Programming involved multi-pump controls, Ethernet/IP controls on all VFDs, PID feedback controls, I/O interfacing, and alarming. On-site I/O checkout and startup. (Allen Bradley ControlLogix)

City of Avondale Northside Booster

Avondale, Arizona

Booster station PLC and OIT code development, implementation, and startup. Integration included bidirectional Modbus messaging and integration with an existing Modicon Compact PLC controlling an on-site arsenic removal system. (Modicon M340, Compact, Magelis OIT)

This is to certify that

John James

is a

Wonderware Certified

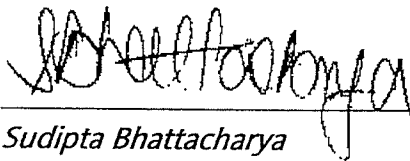
Application Developer

in

InTouch 10.0

Effective as of:

November 9, 2008



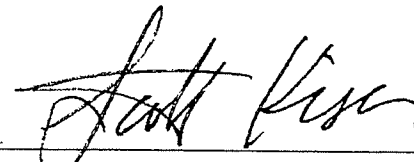
Sudipta Bhattacharya

President

Wonderware



CERTIFIED



Scott Kiser

Director, Systems Integrator Programs

Wonderware

JOHN WOLNISTY

SENIOR PROGRAMMER



Education:

BS, Loyola Marymount University
MS Microbiology(Coursework Completed), University of Arizona

Technology Experience:

- Programming environments: Microsoft Visual Studio, .NET, COM, Android SDK, VAX/VMS
- Languages: C#, C++, C, Java, VB, Ada, Assembler, numerous others
- Databases: SQL Server (6.5 onwards) Oracle (6, onwards), Postress, Rdb, MongoDB
- Communications: Ethernet, TCP/IP, RS-485, RS-232. Network topology design.
- System administration: Windows domains, VMS, VMware
- SCADA Interface Toolkits: Wonderware v7.0 through v2014R2 – InTouch, InSQL, ActiveFactory, InControl. Iconics Genesis32, Inductive Automation Ignition, Rockwell RSView, SetCIM, UCOS
- PLC Interface Toolkits: Modicon – Unity, Concept v2.5-2.6, Proworx NxT
- Allen-Bradley – RSLogix 5, 500, 5000,
- Automation Direct – Click, DSS
- Single Board systems: Arduino, Netduino, Raspberry Pi
- Other specialty knowledge: Writing low-level system services in both the Windows and VMS environments.

Certifications:

- Microsoft Certified Systems Engineer, Solution Developer, Database Administrator
- Oracle Certified Database Administrator
- Archesta Certified Developer
- Wonderware Historian, InTouch Certified
- FCC Amateur Extra Class license

Mr. Wolnisty joined Vertech in December 2010 and is a **Senior Control Systems Programmer**. John has forty years programming experience using a variety of platforms, tools and environments. 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 and networking.

Recent Project Experience:

ZF TRW Mesa, Arizona

Designed and developed ballistics lab data collection and analysis system. Interfaced to multiple pieces of lab equipment including high speed data acquisition equipment. System staged device testing, performed the tests and collected the data. Engineering tools including query, reporting and graphing were a part of this project. Reporting system uses a flexible report design language allowing end users to create their own reports rather than modifying code. (C#, XML, Oracle DB, Yokogawa and other lab equipment)

Sky Harbor Airport Phoenix, Arizona

Rewrote Sort Allocation Controller to utilize off the shelf software packages replacing thousands of line of unsupported proprietary code. Incorporated standard baggage handling messaging into the system. Interfaced with multiple airlines data feeds. Developed web pages to maintain system configuration, and extensive reports for daily operations. Developed app for hand-held devices to reduce lost bags. (C#, Android, SQL Server, AppFabric Cache, RSLogix 5000, MQSeries, Redis DB)

Intel Arizona

Ported chip testing software to .Net platform as a baseline for ongoing feature development. (C#, .Net)

Fluor, Inc. Arizona & California

Developed extensive Wonderware System Platform application to monitor, control and report for a 125MW and 172MW Solar Energy plants. (Wonderware 2014R2, SQL Server, Kepware)

First Solar, Inc. Multiple Locations

Developed generic, reusable Wonderware System Platform application to monitor and control Solar Energy plants in a central control room. Each plant was implemented differently with a variety of field devices. Application provides a consistent look-and-feel to operations staff despite the diversity of each plant.

City of Surprise

Upgrade and conversion of InTouch system to the latest version of Wonderware System Platform. (Wonderware 2014R2, Kepware)

Hexcel Corporation Casa Grande, Arizona

Integration of new processes to SCADA system. Designed and developed programs to integrate plant floor operations to a central database allowing process parameter specification and operational reporting with a single tool. (SQL Server, RSView, Visual Studio 2008, C#, Direct Logic 205 PLCs)

XTO Energy Fort Worth, Texas

Enhance and replace, if necessary, existing oil and gas well-field SCADA applications.

Applications include portions of an existing SCADA application and external programs. Write a generic SMS text / response service for data queries from email or cell phone clients. The Windows Service uses SQL Server data rendered as an XML document transformed via xslt documents to form a result set. This allow system modifications to me made without having to modify the source code. Enhanced web-based data table maintenance tools. (SQL Server, Visual Studio 2010, C#, XML, XSLT, System Platform 3.1)

Nassau International Airport

Nassau Bahamas

Integration of reporting services to meet TSA requirements. Develop data collection services to multiple PLC's. Develop reports into a central database for web-based monitoring, querying and reporting. (SQL Server, Reporting Services)

Rick Husband International Airport

Amarillo, Texas

Designed and developed complete SCADA system for data collection, monitoring and visualization of outbound baggage handling system. System designed using object oriented methodology complete with unit test and emulation facilities. Developed TSA compliant reporting services for system.

Orange County Sanitation District

Orange County, California

Numerous program modifications and enhancements maintaining an aging VAX/VMS based process control system. Developed numerous tools to automate and streamline PLC code production and maintenance. Developed master SCADA tag database and maintenance tool (approx. 100,000 tags). Developed recommendations and strategies to migrate systems to newer platforms. Designed and constructed PLC based redundant system arbiter. (Modicon Quantum, Automation Direct Click, CRISP, Visual Studio, C#, Wonderware System Platform, SQL Server)

Vertech Industrial Systems

Internal Projects

Designed, developed and continuously improved tools to aid programming staff in the creation of applications for our customer base. These tools minimize errors and force adherence to standards by automating the generation of portions of PLC, SCADA and database programs.

Designed and developed a lightweight SCADA system targeting the IIoT market. Runs on Windows using the full .Net stack and on platforms supporting .Net Core (IOS, Linux, et al)



This is to Certify that

John Wolnisty

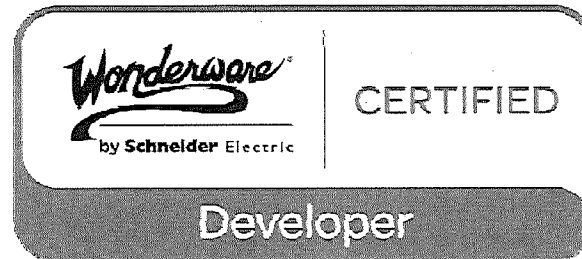
Vertech Industrial Systems, LLC

Is an Authorized

Wonderware Application Developer

for

Application Server 4.1 - 2014 R2



Developer ID: CSI1963

Effective date: 4/30/2015

Rashesh Mody
SVP Delivery & Partner Ecosystem
Schneider Electric Software Business

JESSE WILSON – SENIOR CONTROL SYSTEMS INTEGRATOR

Education:

BSE, Electrical Engineering

Arizona State University, 2006

Technology Experience:

PLC Programming:

- RSLogix5000
- RSLogix500
- RSLogix5
- Modicon Unity
- Modicon Concept
- Modicon ProWORK NxT
- GE Proficy ME
- Schneider SCADAPack
- Automation Direct
- DirectSoft 5

HMI Programming:

- Wonderware System Platform
- Wonderware Intouch
- Inductive Automation Ignition
- Factory Talk View ME
- FactoryTalk View SE
- RSView
- Panelbuilder 32
- Proficy iFix
- Red Lion Crimson
- Vijeo Designer

Certifications:

- Wonderware 2014 R2 for Application Server, Intouch for System Platform, Intouch Standalone, Historian and Historian Client
- Ignition Gold Certified (7.9)
- Siemens Certified Professional for Industrial Networks (Siemens CPIN) WiMAX

Mr. Wilson is a **Senior Control Systems Integrator**. 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 ten years of experience in PLC programming and field experience.

Recent Project Experience:

NXP Controls Upgrade for UPW Plant

NXP Chandler Location

Technical Lead for converting existing five PLC5 controllers with multiple racks of I/O into ControlLogix controllers. Some of the technical challenges included converting all PLC5 hardware and testing the new controls within a 48-hour window that would allow the plant to be controlled in automatic. With the upgrade, the Wonderware System Platform was replaced with Ignition as the SCADA. Simulation code was created to completely simulate the plant before startup.

Queen Creek Booster and Well PLC Rewrites

Town of Queen Creek, Arizona

Project Scope included rewriting PLC code for all Booster Stations (with onsite wells) and all Well sites. Twenty-one sites were changed and programmed so all booster sites functioned the same and all well sites functioned the same. All Booster sites used CompactLogix PLC's (RSLogix5000) where all Well sites used Micrologix PLC's (RSLogix500).

North Airport Treatment Plant Rewrite

City of Buckeye, Arizona

Project scope included creating new programming standards and rewriting the Treatment Plant, Booster Station, Onsite Well and Offsite Well using object-oriented programming. PLC's onsite were Redundant ControlLogix (RSLogix5000) with 10 racks of remote I/O (over ControlNet) and the Offsite Well was CompactLogix (RSLogix5000). The SCADA was upgraded from InTouch to Wonderware SystemPlatform.

Kingman Downtown WWTP

City of Kingman, Arizona

Programming of AB ControlLogix PLC, OIT, and Wonderware System Platform. 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.

Freeport-McMoRan Sierrita Waterfield Controls

Sahuarita, Arizona

Project scope included field installing 14 new control cabinets. All field wiring was terminated into new PLC control cabinets. Instrumentation was calibrated and configured according to specifications and Cla-Val valves were tuned to avoid water-hammer when transitioning from waste to distribution



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Jesse Wilson

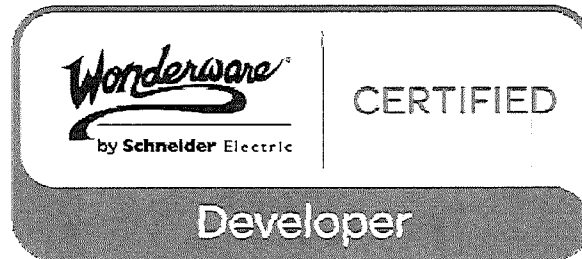
Vertech Industrial Systems, LLC

Is an Authorized

Wonderware Application Developer

for

Application Server 4.1 - 2014 R2



Developer ID: CSI6231

Effective date: 11/30/2016

Rashesh Mody
SVP Delivery & Partner Ecosystem
Schneider Electric Software Business

CHAD CHARMAN – DESIGN MANAGER

Education:

Bachelor of Applied Science in
Architectural Design
University of Advancing Computer
Technology · 1996

Certifications:

- Microsoft Certified System Engineer (MCSE)
- Wonderware Intouch 10.1
- MSHA – Mine Safety and Health Administration Certified
- OSHA – Occupational Safety and Health Administration Certified
- NFPA 70E/Arc Flash Certified

Continued Education

- RSLogix 500, SLC Maintenance and Troubleshooting
December 2004
- Supervisory Control and Data Acquisition (SCADA): Rockwell RSView 32 and RSView SE Programming/Development
July 2005
- Intellution Proficy iFix Development/Programming
February 2007
- RSLogix 5000, Project Development (CCP143)
2.8 CEUs, April 2012
- Fred Pryors Seminars
Project Management Workshop
.6 CEUs, November 2013
- Certified Associate in Project Management (CAPM)
*Currently Studying for Exam

Technology Experience:

- Wonderware System Platform
- Wonderware InTouch
- Rockwell Software RSLogix 5 and 500 programming software
- Rockwell Software RSView32 ME and FactoryTalk View ME
- Intellution iFIX
- Indusoft HMI
- Various analytical and process instrumentation
- Various industrial control networks
- Rosemount Instruments
- Endress+Hauser Instruments

Mr. Charman joined the company in March of 2010 and brings 11 years of experience in the controls industry, 14 years total technical experience to our team and 5 years of Project Management. 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, Power Industries, Mining and Material Handling.

Career Experience:

Vertech, Automation and Controls – all industries 8 years
Role: Systems design including engineer documents and drawing reviews, CAD drafting, parts analyst, parts procurement.

Wunderlich-Malec, System Integration 3 years
Role: Systems Programming and Integration. Focus on Mining, Water and Waste Water industries. PLC programming for Rockwell family of products.

Tegron, Automation and Controls – all industries 7 years
Role: Responsible for systems design in numerous industries.

Recent Project Experience:

GE Ionics – New Neutralization Water System Control Panel

Phoenix, AZ

Project scope included panel design, engineering, fabrication, and programming for two wastewater treatment tanks. The PLC controlled chemical injection, recirculation pumps, and pH level monitoring. Chad provided Project Management and Electrical Design for the system. (RSLogix500, PanelView32)

Chaparral City Water Company – Two 125hp VFD Replacement.

Fountain Hills, AZ

Project scope included the removal and placement of two new Toshiba 125hp VFDs. VFD panel design, loop diagrams, instrumentation, system commissioning and I&C inspection services were also provided.

First Solar 48 MW Solar Plant - Las Vegas, Nevada

First Solar 30 MW Solar Plant - Cimarron, New Mexico

First Solar 30 MW Solar Plant - Deming, New Mexico

First Solar 60 MW Solar Plant - Las Vegas, Nevada

First Solar 230 MW Solar Plant - Lancaster, California

First Solar 30 MW Solar Plant - Gila Bend, Arizona

First Solar 290 MW Solar Plant - Dateland, Arizona

First Solar 50 MW Solar Plant - Primm, Nevada

Vertech's contract for this project included I/O checkouts, wiring and labeling verifications, and functional checkout and calibration of instruments and devices. Chad was responsible for testing communications, uploading programs to the PLC, HMI's, Network Switches and Data Loggers. Additional responsibilities included testing communication of contractor's equipment to the PLC and SCADA systems, including network hardware testing and configuration. Chad also calibrated weather station(s), created procedures for calibrating specific devices including temperature instruments, and provided daily documentation.

KRIS GRINDSTAFF – NETWORK AND CYBER SECURITY SPECIALIST

Education:

Bachelor of Science, *Computer Science*

Arizona State University - 2003

Cyber Security Coursework:

- 2012 Department Of Homeland Security Web, Introductory, Intermediate, and Advanced Cyber Security Training
- 2013 SANS Institute CISSP (Certified Information Systems Security Professional)

Technology Experience:

- Network Security including Firewall installation and configuration, network zoning and segmentation.
- Cyber Security testing and evaluation for control system networks.
- Member of the Department of Homeland Security Industrial Control Systems Joint Working Group (ICSJWG)
- Network administration of servers, Active Directory, virtualization, remote access, routers, switches, etc.
- SLC 500, A-B PLC-2, AB PLC-5, ControlLogix, Softlogix, CompactLogix, and all RSLogix software.
- Wonderware InTouch and System Platform Certified Developer.
- Ignition by Inductive Automation Developer.
- DeltaV DCS Systems Programming.
- Communication networks: DeviceNet, ControlNet, Profibus, Profinet, EtherNet, and many others
- Microsoft Visual Basic 6.0 and VB.NET, C#, and SQL Server
- Rockwell RSVIEW SE/ME/32, RSHistorian, RSBatch, RSSQL
- Databases: Microsoft SQL Server and Oracle
- Robotic systems: ABB, Adept, Staubli, Yamaha, GE Fanuc, and Motoman
- Vision systems: Cognex, DVT, Keyence, PPT, Retina, Adept, and multiple others.

Mr. Grindstaff joined Vertech in July of 2011, and he holds the position of Renewable Energy Specialist 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 has developed several applications for machine control, HMI's, database storage and retrieval, and network utilities using Microsoft Visual Basic 6.0 and VB.NET, C#, and SQL Server. 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. Kris is formally trained in cyber security and is fully capable of assessing and securing systems to current industry standards.

Recent Project Experience:

DEPCOM Power – 2015-Present Solar Power Plant Control System

DEPCOM Power, Idaho, Mississippi, North Carolina, Georgia, Connecticut, Oregon
Project scope included panel design, engineering, fabrication, and complete system programming for a solar power plant control system. The plant HMI interfaced to 65 devices (~90,000 tags) providing monitoring and control utilizing Ignition by Inductive Automation. A SEL RTAC was used as a power plant controller, interfacing with 20 inverters to provide closed loop power and voltage control. Also, includes all network and server setup. NERC CIP compliant network security.

Fluor – 2014-2015 Solar SCADA Project

Arizona, California, and Texas

Develop, test, and implement Wonderware System Platform systems at two solar sites that monitor, control, and collect data. Also added monitoring and data collection at a central monitoring center in Texas. The central monitoring center has real-time data and views into both local sites.

Town of Queen Creek – 2014 Water Controls Upgrade

Queen Creek, Arizona

Programming of approximately 30 PLC's along with converting multiple old HMI applications into a single distributed SCADA application. This also involved networking and radio systems to be added.

Freeport-McMoRan Copper & Gold Inc. – 2014 Hydromet Controls Upgrade

Green Valley, Arizona

Programming of approximately 20 PLC's and HMI applications to replace and improve existing systems. This also involved a new network setup and multiple servers for a WonderWare system platform application.

KRIS GRINDSTAFF – NETWORK AND CYBER SECURITY SPECIALIST**Freeport-McMoRan Copper & Gold Inc. – 2013 Crusher Controls Upgrade***Green Valley, Arizona*

Programming of DeltaV DCS and AB PLC's to replace and improve existing systems. This involved removing old Fisher ProVox DCS system and replacing with a new DeltaV DCS system. This not only involved programming and HMI graphics but also wiring as well.

Freeport-McMoRan Copper & Gold Inc. – 2011 Water Controls Upgrade*Green Valley, Arizona*

Programming of approximately 50 PLC's and HMI applications to replace and improve existing systems. This system is comprised of several well sites and booster stations to pump and move water for use in mining. Networking all systems together with fiber optic network to improve system performance and reliability. Creating all PLC (AB CompactLogix) and PC programs (Emerson Delta V – DCS) including interfacing with existing systems for total system control and monitoring. Development of data storage and retrieval system.

ETEC Systems**Oslo, Norway*

Designed three large systems for the manufacturing and testing of microprocessors. This included ControlLogix and SoftLogix PLC's, PC based robotic systems, several pieces of test equipment where custom interfaces had to be created, and various other pieces of industrial automation equipment. Developed all PLC and PC programming. Developed all interfaces and custom HMI applications using the .NET environment. Developed databases for historical tracking and designed reporting services for the data.

Nokia**Dallas, Texas*

Design and development of complete automation cells for the automated production of cell phones. Responsible for over 150 complete cells. Performed all robotic and PC based programming. Custom PC apps for interface control and data storage and retrieval. Networked all systems together for plant wide monitoring and data collection. Managed installation of all cells. Performed all I/O checks and troubleshooting.

Ryobi Die Castings**Shelbyville, Indiana*

Networked all automation lines in three separate plants. Addition of PLC and HMI programming to allow for statistical data gathering for all processes. Developed databases for data storage. Streamlined all system processes to reduce downtime and improve quality at the same time as increasing throughput. Once all systems were networked and program changes were complete, developed web-based system for total plant monitoring and overview and to allow for custom report generation.

General Motors**Detroit, Michigan*

One of the lead developers for the complete re-tool of all GM plants worldwide. Responsible for developing robotic, PLC, and PC based applications. Installed and tested all systems including I/O checkouts. Interfaced all new systems with corporate network to allow for complete companywide monitoring of all systems. Developed standardized code modules so that development by others followed certain coding standards and allowed for plug and play type functionality. Developed automatic code generation tools.



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Kris Grindstaff

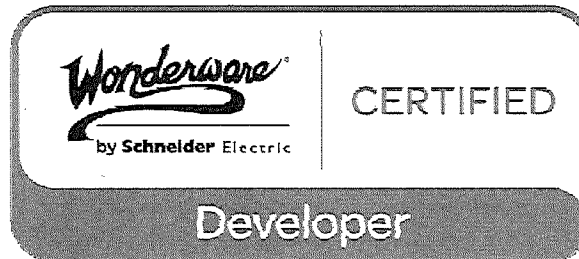
Vertech Industrial Systems, LLC

Is an Authorized

Wonderware Application Developer

for

Application Server 4.1 - 2014 R2



A handwritten signature in black ink, appearing to read "Rashesh Mody".

Rashesh Mody
SVP Delivery & Partner Ecosystem
Schneider Electric Software Business

Developer ID: CSI3346

Effective date: 4/30/2015

GUS RODRIGUEZ – UL508A SHOP MANAGER

Education:

Associate Degree of Applied
Science of Electronics and Design
Engineering.

ITT Technical Institute • 1992

Certifications:

MSHA Mine Safety and Health
Administration Certified

OSHA Occupational Safety and
Health Administration Certified

Technology Experience:

- Bentley Systems Promise
- AutoCAD Electrical design
- UL-508a
- AutoCAD Electrical Design
- Various industrial control networks
- Panel Building
- Field Support

Mr. Rodriguez joined Vertech in August of 2011 as Senior Technician. Gus has 19 years of experience in the controls industry and has extensive experience in instruments and controls hardware applications and design. Gus is responsible for field service and support on all technical level services that include installations, modifications, field verifications, start-ups and commissioning services. At our facility shop, He provides support in the production of our UL508 control panels. Gus experience includes AutoCAD electrical design which includes but not limited to programmable logic controllers, variable frequency drives, HMIs, instrumentation and telemetry systems.

Project Experience:

First Solar 48 MW Solar Plant

Las Vegas, Nevada

Vertech's contract for this project included I/O checkouts, wiring and labeling verifications, and functional checkout and calibration of instruments and devices. Gus was responsible for testing communications, uploading programs to the HMI's and data loggers, and network hardware testing and configuration. Gus also calibrated weather station(s) and provided daily documentation.

Freeport-McMoRan Copper & Gold Inc. – 2011 Water Controls Upgrade

Green Valley, Arizona

Gus contributed in the shop by helping build approximately 48 water pump control panels. He performed field verifications as well as installation and modifications to replace and improve the existing water control systems. This system is comprised of several well sites and booster stations to pump and move water for use in the mining industry.

City of San Francisco Baggage Handling Conveyor Systems

San Francisco, CA

Vertech designed and programmed the control system for the automated baggage handling conveyor system with baggage safety scanning equipment. Gus was our shop manager in charge of building, testing and the delivery of all control panels. He performed field panel installations, modifications as well as field wire termination as well as start-ups.

Coal Fired Electrical Power Plants

Phoenix, AZ

Gus was responsible for the electrical design of installations of new equipment as well as modification design on existing power plants. Power plants require continuous maintenance of equipment replacement and upgrades. Gus performed field verifications required to make accurate modifications drawings. Gus typical drawing package would include prints such as, Demolition, Abatement, P&ID, Mechanical, Electrical, PLC control, Instrumentation, isometric, Pneumatic and Bill of Materials. Besides performing electrical design, he has also done electrical modifications of existing equipment as well as new control panels. His areas of expertise include but not limited to Coal handling systems, bag-house systems, turbine water cooling pond systems and Lime slurry handling.

EXHIBIT A AND SECTION A

PROFESSIONAL REGISTRATION

Professional Electrical Engineer
Arizona No. 17036
California No. E16176
New York No. 077580-1
Oregon No. 62972PE
Nevada No. 19744
NCEES Registered

EDUCATION

B.S., Electrical Engineering, University
of Nebraska, Lincoln, 1978

PROFESSIONAL AFFILIATIONS

Developmental Enrichment Centers,
Inc.; Chairman of the Board
Solidarity LLC: Owner
Arizona State Board of Technical
Registration, Technical Enforcement
Committee
Young Life Capernaum; Club Leader
ACE Mentoring; Past Mentor

EXPERTISE

- Civil Engineering
- Drainage Engineering
- Electrical Engineering
- Transportation Engineering
- Wastewater Engineering
- Water Engineering
- Survey
- Construction Management

SUMMARY

Mr. Younger has 40+ years (2+ years with Civiltec) of electrical engineering experience. He specializes in solar, water/wastewater treatment systems, semiconductor fabrication plants, hospitals, high tech laboratories, and power plants. His water/wastewater knowledge includes electrical and control system design for replacement and refurbishments for a variety of pump stations, wells, treatment facilities and above and below ground reservoirs of various sizes. Projects have typically included design and construction oversight for the electric motor, motor control center equipped with variable frequency drives, communication controls (i.e. radio), coordination with local electrical service providers to attain the appropriate permits and service installation, design or extension of service conduits to bring power to the site, and telemetry and controls equipment. Electrical improvements at treatment plants/facilities have included replacement of programmable logic controls to communicate with a city or water district SCADA system.

Mr. Younger also possesses the understanding and knowledge of negotiating and executing large master service agreements with outside engineering firms and approving work orders up to one million dollars. His widespread knowledge and ability to take on large and small projects makes him an excellent asset to the team.

PROJECT EXPERIENCE

Superior Booster Pump Nos. 2 and 3, Final Design, Arizona Water Company

Electrical Engineer. The addition of Booster Pump Station No. 2, Booster Pump Station No. 3 and the 100,000-gallon storage tanks will reduce system pressures to 300 pressure per square inch (psi) for each lift. The elevation at the site is approximately 2,120 feet. Booster Pump Station No. 3 is sited on the Tonto National Forest within the Magma Arizona Railroad Company (MARRCO) right-of-way approximately 1.3 miles east of the entrance to Boyce Thompson Arboretum adjacent to the newly realigned U.S. Highway 60. The elevation at this site is approximately 2,600 feet. Design also includes electrical/SCADA controls and security features.

SunPower Construction Review Services

Electrical Engineer. Responsible for electrical review services for the installation of approximately 4,930 kWdc of solar modules and associated inverter equipment to a large existing manufacturing building in Mesa, Arizona. The project included permit support coordination, preparation of engineering calculations, review of drawings and specifications and stamping and sealing of construction documents. Construction support was also provided, consisting of review and response of Requests for Information, review and approval of electrical equipment submittals and design changes required after construction began.

Legend Larry, Little Pete and Antelope Park Well Sites, Town of Prescott Valley

Electrical Engineer. Provided electrical design for the electric motor, motor control center equipped with variable frequency drives, communication controls, coordination with local electrical service providers to attain the appropriate permits and service installation, design or extension of service conduits to bring power to the site, telemetry and controls equipment. Design also included the programmable logic controls to communicate in conjunction with Prescott Valley's SCADA system. Technical specifications, plans and cost estimates are also provided.

Summit 2 and Stoneridge Reservoirs, Town of Prescott Valley

Electrical Engineer. Two new pre-stressed concrete tanks were installed to supplement capacity, provide additional domestic potable water, fire suppression and overall system storage to the residents. Due to the remoteness of the two sites, the electrical and control systems and site security was designed using solar power facilities.

Electrical System Improvements, City of Monrovia

Electrical Engineer. Completed design and permitting for a complete replacement of the electrical system that provides power for Monrovia's major source of water. Work includes specifying, designing and installing a new 3000A service entrance section, 1000 KW standby generator, soft-start motor controllers and control and instrumentation for numerous wells and booster pumps totaling more than 2300 horsepower.

Alhambra Lift Station No. 4, City of Alhambra

Electrical Engineer. This project designed a new 950 gallons per minute (gpm) sewer lift station and force main piping to replace deteriorating station located in residential area. Project includes a new service entrance section, emergency generator, odor control equipment, soft starters for two 40-horsepower submersible pumps and complete replacement of programmable logic control and SCADA control equipment.

Fullerton Well No. 9 Electrical Improvements

Electrical Engineer. Completed design and specifications for a complete replacement of the electrical distribution and control system for a 350-horsepower deep well pump near the Fullerton Airport. Design included a new 600A service entrance section, 600A motor control center, soft start for a 350 horsepower well pump and new SCADA system interface.

Plant W6, UV Treatment System, San Gabriel Valley Water Company

Electrical Engineer. Reviewed plans previously prepared by San Gabriel to install a new ultraviolet treatment system and completed plans to add an advanced oxidation system at the existing W6 plant in Whittier. Additional design included expanding the building, grading, mechanical piping and equipment, metering pump skid for the hydrogen peroxide system, Title 24 report for the mechanical system, structural calculations and detailing, updated process instrumentation diagram and coordination with SCE for new service to the site.

Palo Verde Wastewater Treatment Plant

Electrical Engineer. Provided a new fiber optic communication system to existing sewage treatment plant for employees working at the plant site. *(Individual Experience)*

91st Avenue Wastewater Treatment Plant, City of Phoenix

Electrical Engineer. Redesigned a motor control system for this plant. *(Individual Experience)*

BELOW IS YOUR POCKET CARD

You are encouraged to keep it in your possession as a record of your Arizona Registration / Certification Number and expiration date.



STATE OF ARIZONA BOARD OF TECHNICAL
REGISTRATION
1110 W Washington Street
Suite 240
Phoenix, AZ 85007
602-364-4930

This is to certify that: STEPHEN YOUNGER

Certificate / Registration: 17036

is an/a: ENGINEER/ELECTRICAL

Grant Date: 9/13/1984

Expiration Date: 12/31/2022

EXHIBIT A - VERTECH

PAST PERFORMANCE VERIFICATION EVALUATION SUBMITTALS

LIST OF THOSE AGENCIES OR FIRMS WHO WILL BE SUBMITTING EVALUATIONS
TO CITY

Please list the agency or firm name, address, phone number and contact information for the firms that will be providing the Past Performance Verification Form. It is the **responsibility of the firm** to ensure that the City receives all of the Past Performance Verification Forms prior to the SOQ submittal deadline. Failure to provide evaluations by date and time specified will result in zero points for that specific evaluation.

(NOTE: Only agencies or firms listed as 1, 2, or 3 will be accepted. Do not add lines to this form.)

1. City of Buckeye, Arizona
21749 W Yuma Road, ste 107, City of Buckeye AZ 85326
623-349-6126
Mark Seamans - Manager - City of Buckeye Water Resources Dept

2. City of Avondale
399 E. Lower Buckeye Road Avondale AZ 85323
623-333-4455
Randy Ziolkowski - SCADA & I&C Specialist

3. City of El Mirage
10355 N 121st Ave, El Mirage AZ 85335
623-764-3104
Adam Ford- Wastewater Supervisor

EXHIBIT A - Civiltec

PAST PERFORMANCE VERIFICATION EVALUATION SUBMITTALS

LIST OF THOSE AGENCIES OR FIRMS WHO WILL BE SUBMITTING EVALUATIONS
TO CITY

Please list the agency or firm name, address, phone number and contact information for the firms that will be providing the Past Performance Verification Form. It is the **responsibility of the firm** to ensure that the City receives all of the Past Performance Verification Forms prior to the SOQ submittal deadline. Failure to provide evaluations by date and time specified will result in zero points for that specific evaluation.

(NOTE: Only agencies or firms listed as 1, 2, or 3 will be accepted. Do not add lines to this form.)

1. Town of Prescott Valley
7501 E. Civic Circle
Prescott Valley, AZ 86314
Neil Wadsworth | 928.759.3078 | nwadsworth@pvaz.net

2. Arizona Water Company
PO Box 29006
Phoenix, AZ 85038
Richard Hacker | 602.240.6860 | rhacker@azwater.com

3. SunPower
1414 Harbour Way South, Ste. 1901
Richmond, CA 84804
John Kress | 510.439.4716 | jonathan.kress@sunpower.com



REQUEST FOR STATEMENT OF QUALIFICATION

SCADA Professional Engineering Services
PW 20-048

Addendum No. 1

Date: May, 21, 2020
From: Jill Lin, Senior Buyer
Subject: Addendum No. 1 to Solicitation No. PW 20-048
Bid Deadline: May 27, 2020 5:00 p.m. (local time, Phoenix, Arizona)

PURPOSE

This Addendum forms a part of the Contract and clarifies, corrects, or modifies the original Invitation for Bids document prepared by the City of Avondale. Acknowledge receipt of this Addendum in the space provided on the attached "Acknowledgment of Addenda Received" form; this acknowledgement must accompany the submitted bid. Failure to do so may subject the bidder to disqualification.

This Addendum No. 1 consists of Q&A as of 05/21/2020:

Question 1. Is it the intention of the city to have multiple vendors respond to this RFQ independently exemplifying their core competencies or team up and partner with others to cover as much of the RFQ as possible. For instance, Civil, Design and Construction management versus SCADA Integration and Controls?

Answer No.

Question 2. Can we get further clarification on Project Management and team organization during ____ Services, Section A, subsection D, 1.d

Answer Describe your approach for Project Management and Team Organization during professional SCADA & Electrical systems consulting services.

Question 3. Just confirming, page count 12 pages (Front and Back). Information on front and back of page counts as 1 page count.

Answer Prospective Vendors shall submit their responses in PDF format and upload it to Vendor Registry electronically. There is only "Front" in a PDF document.

Question 4. Is an example Project Schedule Required? If so will this count as part of the page count

Answer No. The Project Schedule counts as one page. Prospective Vendor may substitute 8 1/2" x 11" sheet of paper with an 11" x 17" sheet of paper, showing the proposed project schedule and having information on one side.

Question 5. Is an organizational chart required? If so will this count as part of the page count

Answer You are required to describe team organization and legal organization. If you decide to include an organization chart, it count as one page, please see subsection C on page 3. Prospective Vendor may substitute 8 1/2" x 11" sheet of paper with an 11" x 17" sheet of paper. showing an organizational chart and only and having information on one side.

Question 6. Are Licenses and Certifications documentation required in this RFQ, for example P.E verification and SCADA certification.

Answer Yes, they are arequired and they will be evaluated, please see subsection C on page 10.

Question 7. Is the Original Ink Signature waived given this proposal will be submitted electrically?

Answer The City is hereby waiving the "Original Ink" requirement. The pages required signitures shall be printed, signed by the person authorized to bind the Vendor, and scanned the signed pages into PDF.

Question 8. Is this RFQ strictly professional services so no contractor related requirements or licensing need? If not would this pertain to the Prime only in a partnership and not the sub as is normal?

Answer Yes, no contractor license required.

Question 9. It appears it is construction contractor oversight and management only as one of the listed needs?

Answer Yes, those are listed and possible project tasks.

Question 10. What are your front end SCADA life cycle planning/design needs related to the control systems. Do you have a SCADA Master Plan guiding this ongoing CIP controls automation work? If so how old is it?

Answer Our system is fairly young, we do not have any defined life cycle planning or designs specifically identified. We do not have a SCADA Master Plan.

Question 11. Would the City prefer a teaming partnership with a prime that can cover all the gaps or to work with different individual firms that cover specific gaps from a skill set and core competency standpoint?

Answer This is to be determined by the respondent, we have no preference as long as all requirements and qualifications are met with the experience of the team.

Question 12. Is the City looking for 3 qualified firms with overlapping skill sets as more of a consultants panel to bid against each other for work or are the awarded firms positioned to begin working on projects as needed depending on skill set.

Answer No.

Question 13. RFQ states that Past Performance Verification Form (PPVF) is due by date and time shown above? Also that form is to be provided separate from RFQ via FAX or email. Please verify due date for receiving the PPVF form and if that date is different from RFQ due date of 5/27/20, and final is that form submitted separate from RFQ single file PDF?

Answer The completed PPVF must be sent to Jill Lin, Senior Buyer, jlin@avondaleaz.gov by May 27, 2020 5:00 P.M. Arizona Time.

**CITY OF AVONDALE
ACKNOWLEDGMENT OF ADDENDA RECEIVED
REQUEST FOR QUALIFICATION**

SCADA Professional Engineering Services

PW 20-048

Addendum No. 1

Vertech, affirms that ADDENDUM No. 1 has been
(Name of Vendor/Designee)
received and that the information contained in ADDENDUM No. 1 has been incorporated in
formulating the Vendor's Offer.

Bob Morris, May 27th 2020
Signed Date

Bob Morris
Print Name

Vice President
Title

Vertech
Company Name

4409 E Baseline Road, Suite 127
Address

Phoenix AZ 85042
City, State, Zip Code

END OF ADDENDUM No. 1

SECTION A

PART IV. VENDOR INFORMATION FORM

By submitting a Statement of Qualifications, the submitting Vendor certifies that it has reviewed the administrative information and draft of the Professional Services Agreement's terms and conditions and, if awarded the Agreement, agrees to be bound thereto.

Vertech
VENDOR SUBMITTING SOQ

20-1819693
FEDERAL TAX ID NUMBER

Bob Morris - Vice President
PRINTED NAME AND TITLE


AUTHORIZED SIGNATURE

4409 E Baseline Road, Suite 127
ADDRESS

480-756-2300
TELEPHONE FAX #

Phoenix AZ 85042
CITY STATE ZIP

05/27/2020
DATE

WEB SITE: www.verttech.com

E-MAIL ADDRESS: bmorris@verttech.com

ARIZONA CORPORATION COMMISSION FILE NO. 275795 (L-11)

SMALL, MINORITY, DISADVANTAGED AND WOMEN-OWNED BUSINESS ENTERPRISES (check appropriate item(s):

- Small Business Enterprise (SBE)
- Minority Business Enterprise (MBE)
- Disadvantaged Business Enterprise (DBE)
- Women-Owned Business Enterprise (WBE)

Has the Vendor been certified by any jurisdiction in Arizona as a minority or woman-owned business enterprise? () Yes (x) No

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

EXHIBIT A

PAST PERFORMANCE VERIFICATION EVALUATION SUBMITTALS

LIST OF THOSE AGENCIES OR FIRMS WHO WILL BE SUBMITTING EVALUATIONS
TO CITY

Please list the agency or firm name, address, phone number and contact information for the firms that will be providing the Past Performance Verification Form. It is the **responsibility of the firm** to ensure that the City receives all of the Past Performance Verification Forms prior to the SOQ submittal deadline. Failure to provide evaluations by date and time specified will result in zero points for that specific evaluation.

(NOTE: Only agencies or firms listed as 1, 2, or 3 will be accepted. Do not add lines to this form.)

1. City of Buckeye, Arizona
21749 W Yuma Road, ste 107, City of Buckeye AZ 85326
623-349-6126
Mark Seamans - Manager - City of Buckeye Water Resources Dept
2. City of Avondale
399 E. Lower Buckeye Road Avondale AZ 85323
623-333-4455
Randy Ziolkowski - SCADA & I&C Specialist
3. City of El Mirage
10355 N 121st Ave, El Mirage AZ 85335
623-764-3104
Adam Ford- Wastewater Supervisor

SECTION C - PPVF

PAST PERFORMANCE VERIFICATION FORM (PPVF)

Directions: Request Public/Private Agencies, for which you have **substantially completed** (Professional Services, CM@R or Design-Build projects) **similar work**, to fill out a copy of the PPVF for three (3) similar projects. Provide this form to the Owner or Owner's representative **directly responsible** for oversight of the project to complete and submit to the City via mail or fax prior to the date and time listed below. If the form is received after the date and time specified it will not be accepted. If your firm has completed previous similar work for the City, it is recommended that you utilize this experience. If your firm has not completed prior projects with City you will not be penalized.

SOQ Due Date and Time: [ENTER HERE] 05/27/2020 @ 5:00pm

PROJECT NAME & VALUE: Cold Water Station PLC Upgrade - \$ 22,436,76

PROJECT ROLE SUBMITTING FOR: (select one) PROFESSIONAL CM@R DB

NAME OF COMPANY TO BE EVALUATED: Vertech

NAME OF AGENCY OR FIRM SUBMITTING EVALUATION: City of Avondale

NAME/PHONE NUMBER OF PERSON SUBMITTING EVALUATION: Randy Ziolkowski - 623-414-8561

DATE PROJECT WAS SUBSTANTIALLY COMPLETED: 01/31/2019

QUESTIONS:

1. Has the above referenced project reached substantial completion? (select one) Yes No
2. What project delivery method was utilized? (select one) Design-Bid-Build CM@R DB

What type of services did this firm provide on the project referenced? PLC programming, SCADA programming, Startup and commissioning.

3. On a scale of 1 to 10 (1 being lowest, 10 highest), rate this company's performance on the following:
 - a. How would you rate work performed by this firm on your project? 10
 - b. Was the project completed on time? 10
 - c. Was the project completed within budget? 10
 - d. What was the quality of the work performed? 10
 - e. Was staff proactive in solving problems that may have occurred on your project? 10
 - f. What was the extent of staff turnover? (10 = low turnover, 1 = high turnover) 10
 - g. Would you be willing to contract with this firm again? (10 = Yes, 1 = No) 10
4. If it's over budget, please explain: NO

5. Any additional comments. WORK WAS DONE IN A PROFESSIONAL MANNER, AND WORKED WELL WITH ALL INVOLVED.
Signature: Randy Ziolkowski

Please email to (JLIN@avondaleaz.gov) by the date and time shown above.

SECTION C - PPVF

PAST PERFORMANCE VERIFICATION FORM (PPVF)

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SOQ Due Date and Time: [ENTER HERE] 05/27/2020 @ 5:00pm

PROJECT NAME & VALUE: Sundance Wastewater Treatment Facility Upgrade - \$ 449,246.94

PROJECT ROLE SUBMITTING FOR: (select one) **PROFESSIONAL** **CM@R** **DB**

NAME OF COMPANY TO BE EVALUATED: Vertech

NAME OF AGENCY OR FIRM SUBMITTING EVALUATION: City of Buckeye

NAME/PHONE NUMBER OF PERSON SUBMITTING EVALUATION: Mark Seamans - 623-349-6126

DATE PROJECT WAS SUBSTANTIALLY COMPLETED: 6/03/2019

QUESTIONS:

1. Has the above referenced project reached substantial completion? (select one) **Yes** **No**
2. What project delivery method was utilized? (select one) **Design-Bid-Build** **CM@R** **DB**

What type of services did this firm provide on the project referenced? SCADA development, SCADA Programming, PLC Programming, OIT Programming, Panel Design, Panel Build and Startup services. Cutover Plan Development, PLC Migration, FAT Testing and CAD drawings Win911 installation and DeviceNET migration. Workshops and Progress Reports

3. On a scale of 1 to 10 (1 being lowest, 10 highest), rate this company's performance on the following:
 - a. How would you rate work performed by this firm on your project? 10
 - b. Was the project completed on time? 10
 - c. Was the project completed within budget? 10
 - d. What was the quality of the work performed? 10
 - e. Was staff proactive in solving problems that may have occurred on your project? 10
 - f. What was the extent of staff turnover? (10 = low turnover, 1 = high turnover) 10
 - g. Would you be willing to contract with this firm again? (10 = Yes, 1 = No) 10
4. If it's over budget, please explain: _____

5. Any additional comments. Vertech takes care of the City of Buckeye. We have a great working relationship.

Signature: Mark J Seamans

Please email to (JLIN@avondaleaz.gov) by the date and time shown above.

SECTION C - PPVF

PAST PERFORMANCE VERIFICATION FORM (PPVF)

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SOQ Due Date and Time: [ENTER HERE] 05/27/2020 @ 5:00pm

PROJECT NAME & VALUE: Panel D Upgrade Project - \$37,459.18

PROJECT ROLE SUBMITTING FOR: (select one) PROFESSIONAL CM@R DB

NAME OF COMPANY TO BE EVALUATED: Vertech

NAME OF AGENCY OR FIRM SUBMITTING EVALUATION: City of El Mirage

NAME/PHONE NUMBER OF PERSON SUBMITTING EVALUATION: Adam Ford - 623-764-3104

DATE PROJECT WAS SUBSTANTIALLY COMPLETED: 11/30/2018

QUESTIONS:

1. Has the above referenced project reached substantial completion? (select one) Yes No
2. What project delivery method was utilized? (select one) Design-Bid-Build CM@R DB

What type of services did this firm provide on the project referenced? DESIGN BUILD PROGRAM AND INSTALL NEW PLC'S FOR PLANT HEADWORKS.

3. On a scale of 1 to 10 (1 being lowest, 10 highest), rate this company's performance on the following:
 - a. How would you rate work performed by this firm on your project? 10
 - b. Was the project completed on time? 10
 - c. Was the project completed within budget? 10
 - d. What was the quality of the work performed? 10
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 - g. Would you be willing to contract with this firm again? (10 = Yes, 1 = No) 10
4. If it's over budget, please explain: _____

5. Any additional comments. ALWAYS A PLEASURE WORKING WITH VERTECH
Signature: _____

Please email to (JLIN@avondaleaz.gov) by the date and time shown above.

Vertech  TM

Take Control

Our Control Freaks

MEETTHETEAM



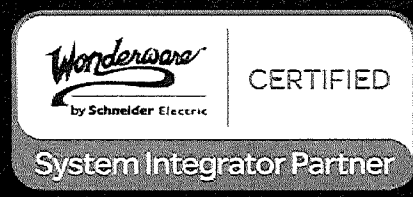
- Vertech has over 70 team members located across 3 offices
- Arizona is Vertech's headquarters with 28 programmers
- All team members get 40 hours of formal training each year
- Always working toward keeping or getting vendor certification



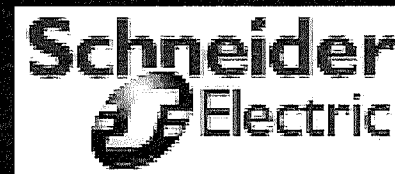
Our Specialties

SCADASOFTWARE

Vertech ™



SYSTEM PLATFORM



We Do That

CORESERVICES

Core Vertech Services

- Experienced in PLC, HMI and SCADA programming and commissioning
- Network design and setup (Managed networks, fiber, radio and Wi-Fi)
- Industrial Network Security, IT/OT integration
- Scripting and Database (Python, C#, C++, VB, .NET, SQL Server, MYSQL and Oracle.)
- ERP Integration (Web Services, OPC –UA, APIs, shared database tables)
- Design Consultation, Full CAD drawings
- UL508A, 698A, and 1203 panel shop. (8000sqft of shop space)
- System Start-up and training
- Maintenance Contracts (Onsite and Remote Support)



Experience and Qualifications Questions

1.1 – 1.2

1.1 - Past SCADA Projects – Last 2 years

- Around 150 SCADA Project Company Wide – Multiple Markets
- City of Buckeye, Town of Queen Creek, City of Casa Grande and City of El Mirage.

1.2 - Example of conflict or problem SCADA related

- COVID-19 has presented some problems over the past few months.
- Avondale Northside Filter OIT rewrite & Startup
- We could not be on site due to the pandemic
- So we developed a startup plan that allowed full functional testing and monitoring of the OIT Environment while maintaining immediate response for startup debugging



Experience and Qualifications Questions Continued

1.3

1.3 – Please address what you envision as the challenges and the opportunities for the SCADA system with the City of Avondale

- Working with City of Avondale to improve and maintain existing Wonderware Archestra system as new programming is needed.
- Provide continued support in efforts to upgrade aging hardware where needed, before equipment failures become problematic.
- Continuing support for issues such as service calls where Avondale needs to draw on our experience and expertise.
- Work with companies like Civiltec on engineering projects. For instance, CIP projects for the building of a new WTP, SWTP, Lift Station or Well Site



Key Position Question

2.1

Key Positions:

1. Bob Simpson – Business Development Manager
2. Jane Saulnier, P.E. – Senior Project Manager
3. John James – Senior Control Systems Engineer
4. John Wolnisty – Senior Programmer
5. Jesse Wilson – Senior Controls Systems Engineer
6. Chad Charman – Design Manager
7. Kris Grindstaff – Network and Cyber Security Specialist
8. Gus Rodriguez – Field Service Manager
9. David Byrum – P.E. Principal Civil Engineer (Civiltec)
10. Stephen Younger – P.E. Principal Electrical Engineer (Civiltec)



Key Position Questions Continued

2.2

2.2 - Quality Control (Checks and Balances)

Programming:

- Vertech Adheres to the IEC61131-3 Standards

Panel Design/Build:

- Vertech Internal Design Drawing Standards_v1.1
- Vertech Design Project Development Checklist
- Quality Control Checklist



Key Position Questions Continued..

2.3

2.3 - Describe the process you use for writing code

1. PLC Panel Design Interpretation
2. Specification & Control Strategy Interpretation
3. Programming (PLC, OIT and SCADA Development)
4. QA/QC – Programming Quality Control
5. Factory Acceptance Testing
6. Loop Testing
7. On-Site Process Startup
8. SCADA Screen Development & Testing



Key Position Questions Continued..

2.4

2.4 - Describe the most challenging written technical proposal or report that Vertech has had to complete

- Newell Maryville MES System
 - Connecting 290+ Machines
 - Some of the machines were built in the 1990s.
 - Full SCADA Implementation
 - Full Network Design
 - Data Analytics on Overall Efficiency, Reducing Rejects, Reducing Assembly Hours, Increasing Quality and Improving Machine reliability



Project Approach Questions..

3.1-3.2

3.1 Emergency Support Process

- Vertech has established a 1-800# for Emergency Calls which is staffed 24/7/365. Typically, this call is answered straight away, however we have in our standard verbiage a 4 hour response time. Though the 1-800# is Vertech's preferred method to contact us, we do not discourage City employees from contacting our engineers directly with the engineers permission to do so. We understand the relationship and trust built over many years of support
- Depending on the issue we can respond in one of two ways: Virtually or Physically. Through communication with the City of Avondale we can determine the appropriate response. With our knowledge of the systems running at the city we can troubleshoot and repair things quickly

3.2 Pre-Bid Meetings & Conflict resolution

- We handle disagreements with more collaboration and scope refinement. Any changes would have to be approved by the City.



Vertech Questions

1-3

1. BID PACKAGE MANAGEMENT

1. RFPs and SOQs our process to manage these packages are as follows:
 - a) Project is Identified
 - b) Documents are download from City Website
 - c) The RFP or SOQ is setup in our CRM Software (Vision)
 - d) We have a list of criteria on Go/NO-GO risk assessment
 - e) Once approved, the opportunity is sent over to Estimating
 - f) The scope of the project is identified and Estimated based on components, software and size
 - g) A proposal is developed based on scope and Vertech breaks out pricing based on Programming (SCADA, OIT & PLC), Network Design, CAD Design and Panel Build

2. CIP BID PACKAGE MANAGEMENT (Civiltec)



Vertech Questions

2-2

2. Please clarify if fiber optic networks have been utilized in the three (3) projects listed in your SOQ

- a) Fiber Optic Networks were used in the Avondale Coldwater Booster PLC Upgrade & Chlorination System and the Casa Grande SCADA Project
- b) The City of Buckeye contracts out their city IT department to a 3rd party company we work closely with on projects

3. Estimating

- a) We use our 15 years of experience to breakdown projects into the various areas of expertise. Based on this experience we can determine with accuracy the amount of labor necessary to complete a task. We take into consideration, I/O, Complexity, P&IDs, SOO & Control Strategies and other forms of documentation to determine an estimate. Also years of experience supporting our long term clients is beneficial



The End

THANKYOU

Phone

Phoenix (480) 756-2300

Website

www.vertech.com

Email

info@vertech.com

QUESTIONS?



FEE SCHEDULE

UPON CITY'S REQUEST, THE CONSULTANT SHALL PROVIDE A QUOTE WITH A LUMP SUM PRICE FOR A PROJECT OR A QUOTE WITH TIME AND MATERIALS, BASED ON THE FOLLOWING HOURLY RATES WITH A NOT-TO-EXCEED TOTAL PRICE. THE CITY WILL PAY THE CONSULTANT IN FULL WITHIN 30 CALENDAR DAYS OF WHEN THE SERVICE WERE FULLY PROVIDED.



CONSULTING AND SERVICES RATES

Vertech Industrial Systems typically provides fixed price quotes for projects requiring our services. However, for clients who prefer to work on a time and materials basis, or for clients requiring consulting or repair services, we provide the following hourly rates. The Scheduled Service Rate would be used in “Fixed Bid” opportunities.

Service Descriptions and Rates

Scheduled Services

Control system consulting or repair services scheduled more than one week in advance are considered scheduled services. Hours Monday – Friday (non-holidays) 7:00am – 5:00pm

Unscheduled Service/Emergency Service

If control system consulting or repair services are required with less than one-week advance notice, an automation professional may be provided for an additional premium. A minimum 48-hour notice¹ is required.

VERTECH – ENGINEERING & PROGRAMMING

The following services and components will be provided:

TITLE	Class	TITLE DEFINITION	SCHEDULED SERVICE/BID RATE	Emergency Service Rate
Integrator	Engineering	SCADA, PLC and OIT Programming	\$150.00/per hour	\$225.00/per hour
Design Engineer	CAD Services	UL508a Verification, CAD Design	\$115.00/per hour	\$172.5/per hour
Designer	CAD Services	CAD Design	\$80.00/per hour	\$120.00/per hour
Field Technician	UL 508a Shop	Field instrumentation installation and panel terminations	\$100.00/per hour	\$150.00/per hour
Industrial Programmer	Engineering	High Level Programming C Sharp, .NET etc.	\$160.00/per hour	\$240.00/per hour
Network Engineer	Engineering	Network Architecture Development, Network Audits, Switch Configuration and Cyber Security implementation	\$200.00/per hour	\$300.00/per hour
Panel Tech	UL 508a Shop	UL508a Panel Building Labor	\$65.00/per hour	\$97.50/per hour
Sr Project Manager	Admin	Primary Contact - Project plan creation, resource scheduling and billing	\$150.00/per hour	\$225.00/per hour
Project Manager	Admin	Primary Contact - Project plan creation, resource scheduling and billing	\$120.00/per hour	\$180.00/per hour



CIVIL ENGINEERING SERVICES (SUBCONTRACTED - SCHEDULED SERVICE/BID RATE)

The following services and components will be provided:

TITLE	Class	TITE DEFINITION	SCHEDULED SERVICE RATE
Principal Engineer	Engineering	Construction Management - QAOC Role or Principle in Charge	\$195.00/per hour
Principal Electrical Engineer	Engineering	Electrical Engineer of Record will seal plans	\$190.00/per hour
Project Manager	Admin	Primary Contact to manage design portion of project and billings	\$181.00/per hour
Senior Engineer	Engineering	Engineering Design Analysis – Level Senior	\$170.00/per hour
Project Engineer	Engineering	Engineering Design Analysis – Level Project	\$149.00/per hour
Staff Engineer	Engineering	Engineering Design Analysis – Level Staff	\$136.00/per hour
Designer	Design Services	Electrical or Civil Design – Level High	\$127.00/per hour
Designer/Drafter	Design Services	Electrical or Civil Design – Level Middle	\$116.00/per hour
Drafter	Design Services	Electrical or Civil Design – Level Entry	\$110.00/per hour
Construction Observer	Construction	Onsite observation during construction	\$115.00/per hour
Administrative Assistant/Clerical	Admin	Administration or processing tasks	\$68.00/per hour
Two Person Survey Crew	Civil	Site Survey Tasks	\$175.00/per hour
One Person Survey Crew	Civil	Site Survey Tasks	\$135.00/per hour
Survey Manager	Civil	Oversee the survey crew and assign resources	\$146.00/per hour
Staff Land Surveyor	Civil	Licensed Land Surveyor	\$125.00/per hour
Survey Technician	Civil	Non-Licensed Land Surveyor	\$115.00/per hour

Travel and Expenses

Cost	Charge
Mileage	GSA Mileage
Meals	GSA Per diem
Airfare, hotel, parking, car rental, etc.	Cost plus 15%
Subcontracted Services	Cost plus 15%

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

Terms and Conditions

All service work is C.O.D. unless Net 30 terms have been established prior to work. All new parts supplied during the service call are warranted for a period of one (1) year or in accordance with the manufacture's or other limited warranties. Labor is warranted for one (1) year and applies only as it relates to specific new part provided and the stated service performance. Normal business hours are 7:00am to 5:00pm Monday – Friday. For service facilities further than 50 miles from our office, travel time and expenses (+15%) are charged round trip. Rates effective until December 31st 2021

SAMPLE TASK ORDER/PURCHASE ORDER NO. ____
BETWEEN
THE CITY OF AVONDALE
AND
VERTECH INDUSTRIAL SYSTEMS, LLC

THIS TASK ORDER ____ (this "Task Order") is entered into as of _____, 2020, between the City of Avondale, an Arizona municipal corporation (the "City"), and VERTECH INDUSTRIAL SYSTEMS, LLC, a(n) Arizona Corporation ("Consultant").

RECITALS:

A. The City and the Consultant entered into an Professional Service Agreement, No. _____, dated _____ (the "PSA"), for Consultant to be considered for _____. All capitalized terms not otherwise defined in this Task Order have the same meanings as set forth in the PSA.

B. The PSA contemplated the City would request Statement of Work ("SOW") for Task Orders when Work was deemed necessary.

C. The City has requested SOW, Consultant has provided, a SOW to _____ (the "Work"), attached hereto as Exhibit A consist of scope of work, fee schedule, task order schedule and deliver.

D. The Consultant shall turn in all deliverables to City Representative in the required format specified by the City within the Task Order Schedule.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing introduction and recitals, which are incorporated herein by reference, the following mutual covenants and conditions, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and the Consultant hereby agree as follows:

1. Scope of Work; Technical Specifications and Drawings. The Consultant will perform the Work in accordance with the SOW attached hereto as part of Exhibit A.

2. Additional Services. (If applicable)

3. Period of Performance and Work Schedule. The agreed-upon period of performance for the Work will be specified in Task Order Schedule attached hereto as part of Exhibit A.

5. Compensation. The City shall pay Consultant an amount not to exceed \$_____ for the Work at the rates set forth in the Fee Schedule of applicable unit prices, attached hereto as part of Exhibit A.

6. Allowances. A list of allowances related to the Work and a statement of their basis is attached hereto as part of Exhibit A.

8. Assumptions. A list of the assumptions and clarifications made by the Consultant in the preparation of the SOW is attached as part of Exhibit A.

9. City Representative. The City Representative who will accept the completed Work is _____.

10. Acceptance Period. The time limit for acceptance of the SOW is 60 days unless extended by mutual, written agreement of the City and the Consultant.

11. Effect of Task Order. During the term of the PSA, the Consultant shall perform the work after issuance of a Task Order, all terms and conditions of the PSA shall remain in full force and effect in this Task Order. In the event of any inconsistency, conflict or ambiguity among the terms of this Task Order, any amendments, the Statement of Work, Task Order, Purchase Order, the Fee Schedule, the contract clauses in PSA and the Consultant's SOQ, the documents shall govern in the order listed herein.

12. Non-Default. By executing this Task Order, the Consultant affirmatively asserts that (i) the City is not currently in default, nor has been in default at any time prior to this Task Order, under any of the terms or conditions of the PSA, including any Task Orders related thereto, and (ii) any and all Consultant claims, known and unknown, relating to the PSA or any related Task Order and existing on or before the date of this Task Order are forever waived.

13. Conflict of Interest. This Task Order and the PSA may be canceled by the City pursuant to ARIZ. REV. STAT. § 38-511.

[SIGNATURES ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the parties hereto have executed Task Order No. X as of the date and year first written above.

“City”

CITY OF AVONDALE,
an Arizona municipal corporation

Charles A. Montoya, City Manager

Date: _____

ATTEST:

Marcella Carrillo, City Clerk

“Consultant”

VERTECH INDUSTRIAL SYSTEMS, LLC
a(n) Arizona Corporation

By: _____

Name: _____

Title: _____

EXHIBIT A
TO
TASK ORDER ____
TO
TASK ORDER CONTRACT
BETWEEN
CITY OF AVONDALE
AND
VERTECH INDUSTRIAL SYSTEMS, LLC

[SOW]

See the following pages.

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

EXHIBIT C

METHOD AND AMOUNT OF COMPENSATION

Contractor will be compensated for services performed.

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 \$400,000 for the entire term of the Agreement.

DETAILED PROJECT COMPENSATION

SCADA support services for water and wastewater treatment facilities per Exhibit A.



CONSULTING AND SERVICES RATES

Vertech Industrial Systems typically provides fixed price quotes for projects requiring our services. However, for clients who prefer to work on a time and materials basis, or for clients requiring consulting or repair services, we provide the following hourly rates. The Scheduled Service Rate would be used in "Fixed Bid" opportunities.

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CIVIL ENGINEERING SERVICES (SUBCONTRACTED - SCHEDULED SERVICE/BID RATE)

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Senior Engineer	Engineering	Engineering Design Analysis – Level Senior	\$170.00/per hour
Project Engineer	Engineering	Engineering Design Analysis – Level Project	\$149.00/per hour
Staff Engineer	Engineering	Engineering Design Analysis – Level Staff	\$136.00/per hour
Designer	Design Services	Electrical or Civil Design – Level High	\$127.00/per hour
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Drafter	Design Services	Electrical or Civil Design – Level Entry	\$110.00/per hour
Construction Observer	Construction	Onsite observation during construction	\$115.00/per hour
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Two Person Survey Crew	Civil	Site Survey Tasks	\$175.00/per hour
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Survey Manager	Civil	Oversee the survey crew and assign resources	\$146.00/per hour
Staff Land Surveyor	Civil	Licensed Land Surveyor	\$125.00/per hour
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Cost	Charge
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Note: Overtime will be invoiced at 1 ½ times the standard rate on any time accrued over 40 hours per week

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