



**PURCHASING ITEM
FOR
COUNCIL AGENDA
Memo No. MUA16-038**

1. Agenda Item Number:
17

2. Council Meeting Date:
December 10, 2015

TO: MAYOR AND COUNCIL

3. Date Prepared: November 23, 2015

THROUGH: CITY MANAGER

4. Requesting Department: Municipal Utilities

5. SUBJECT: Agreement No. MU6-918-3625 with Invensys Systems, Inc., for the Invensys Equipment Upgrade

6. RECOMMENDATION: Staff recommends City Council approve Agreement No. MU6-918-3625 with Invensys Systems, Inc., for the Invensys equipment upgrade, in an amount not to exceed \$190,765.

7. HISTORICAL BACKGROUND/DISCUSSION: The Supervisory Control and Data Acquisition (SCADA) system is the external communication system used to control equipment in all of the Municipal Utilities Department's water and wastewater facilities. Originally installed in 1994, the system utilizes instrumentation and control systems equipment only manufactured and serviced by Invensys Systems, Inc. Some of the existing equipment used within this system is obsolete and will no longer be supported by Invensys Systems, Inc. This project will upgrade the water and wastewater facilities' SCADA system to the newest equipment offered by Invensys Systems, Inc., and improve the quality and reliability of data transmissions from the City's remote sites. This will be the first upgrade performed on the SCADA system. The equipment upgrades are expected to be in service for fifteen to twenty years.

The scope of work will include hardware startup, software installation and configuration, program conversion, and startup support.

8. EVALUATION PROCESS: Invensys Systems, Inc., is the sole manufacturer and distributor of the instrumentation/control equipment and is the only firm able to perform the upgrade services. The completion time is seven (7) months following Notice to Proceed.

9. FINANCIAL IMPLICATIONS:

Cost: \$190,765
Savings: N/A
Long Term Costs: N/A

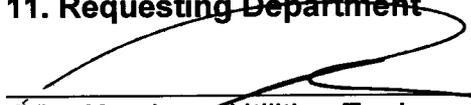
Funding Source:

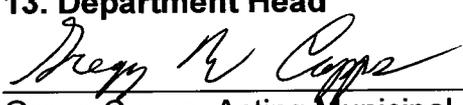
Acct. No.:	Fund Name:	Program Name:	CIP Funded:	Amount:
601.3820.6718.6WA210	Water Bonds	Water Treatment Plant Improvements	Yes	\$ 95,382.50
611.3910.6817.6WW621	Wastewater Bonds	Water Reclamation Facility Improvements	Yes	\$ 95,382.50
Total:				\$190,765.00

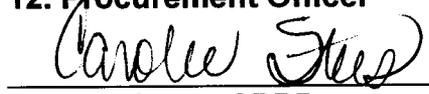
10. PROPOSED MOTION: Move City Council approve Agreement No. MU6-918-3625 with Invensys Systems, Inc., for the Invensys equipment upgrade, in an amount not to exceed \$190,765.

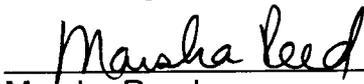
ATTACHMENTS: Agreement

APPROVALS

11. Requesting Department

John Knudson, Utilities Engineering Manager

13. Department Head

Gregg Capps, Acting Municipal Utilities Director

12. Procurement Officer

Carolee Stees, CPPB

14. Acting City Manager

Marsha Reed

**CITY OF CHANDLER SERVICES AGREEMENT
INVENSYS EQUIPMENT UPGRADE
AGREEMENT NO.: MU6-918-3625**

THIS AGREEMENT is made and entered into this ____ day of November, 2015, by and between the City of Chandler, a Municipal Corporation of the State of Arizona, hereinafter referred to as "City", and Invensys Systems, Inc., a corporation of the State of Massachusetts, hereinafter referred to as "Contractor".

WHEREAS, Contractor represents that Contractor has the expertise and is qualified to perform the services described in the Agreement.

NOW THEREFORE, in consideration of the mutual promises and obligations set forth herein, the parties hereto agree as follows:

1. AGREEMENT ADMINISTRATOR:

1.1. Agreement Administrator. Contractor shall act under the authority and approval of the Project Manager or designee (Agreement Administrator), to provide the services required by this Agreement.

1.2. Key Staff. This Agreement has been awarded to Contractor based partially on the key personnel proposed to perform the services required herein. Contractor shall not change nor substitute any of these key staff for work on this Agreement without prior written approval by City.

1.3. Subcontractors. During the performance of the Agreement, Contractor may engage such additional Subcontractor as may be required for the timely completion of this Agreement. In the event of subcontracting, the sole responsibility for fulfillment of all terms and conditions of this Agreement rests with Contractor.

1.4. Subcontracts. Contractor shall not enter into any Subcontract under this Agreement for the performance of this Agreement without the advance written approval of City. The subcontract shall incorporate by reference the terms and conditions of this Agreement.

2. SCOPE OF WORK: Contractor shall provide and install Invensys equipment as more specifically set forth in Exhibit A, attached hereto and made a part hereof by reference.

2.1 Non-Discrimination. The Contractor shall comply with all applicable City, State and Federal laws, rules and regulations, including the Americans with Disabilities Act.

2.2 Licenses. Contractor shall maintain in current status all Federal, State and local licenses and permits required for the operation of the business conducted by the Contractor as applicable to this agreement.

2.3 Advertising, Publishing and Promotion of Agreement. The Contractor shall not use, advertise or promote information for commercial benefit concerning this Agreement without the prior written approval of the City.

2.4 Compliance with Applicable Laws. Contractor shall comply with all applicable Federal, state and local laws, and with all applicable licenses and permit requirements.

2.4.1 The Contractor hereby warrants to the City that the Contractor and each of its subcontractors ("subcontractors") will comply with all Federal Immigration laws and regulations that relate to the immigration status of their employees and the requirement to use E-Verify, hereinafter "Contractor Immigration Warranty".

- 2.4.2 A breach of the Contractor Immigration Warranty shall constitute a material breach of this Agreement that is subject to penalties up to and including termination of the agreement.
- 2.4.3 The City retains the legal right to inspect the papers of any Contractor or Subcontractor employee who works on this Agreement to ensure that the Contractor or Subcontractor is complying with the Contractor Immigration Warranty. The Contractor agrees to assist the City in the conduct of any such inspections.
- 2.4.4 The City may, at its sole discretion, conduct random verifications of the employment records of the Contractor and any Subcontractors to ensure compliance with Contractors Immigration Warranty. The Contractor agrees to assist the City in performing any such random verification.
- 2.4.5 The provisions of this Article must be included in any agreement the Contractor enters into with any and all of its subcontractors who provide services under this Agreement or any subcontract. "Services" are defined as furnishing labor, time or effort in the State of Arizona by a contractor or subcontractor. Services include construction or maintenance of any structure, building or transportation facility or improvement to real property.
- 2.5 **One-Year Warranty.** Contractor must provide a one-year warranty on all work performed pursuant to this Agreement. Contractor warrants that Services shall be performed with reasonable skill and care and that Contractor is properly licensed and qualified to perform the Services hereunder, and shall provide experienced personnel to perform Services that are materially in conformity with the Specifications of the Purchase Order.
- 2.6 **Warranty (Equipment).** All equipment supplied under this Agreement shall, at time of delivery, materially conform to the Specifications agreed between the Parties, including drawings or descriptions, specification sheets, drawing, notes and technical data for such Goods and Software and the description of the Services. Contractor further warrants that Goods, at the time of their delivery, and the media on which the licenses Software is provided will be free from defects in material and workmanship for a period of one year from the date of installation or twenty-four months following the date of shipment, whichever occurs first. Any defects of workmanship or materials that would result in non-compliance with the agreement specifications shall be fully corrected by contractor (including parts and labor) without cost to City. The written warranty shall be included with the delivered products to the using Department.
- 2.6.1 If, any time prior to the end of the applicable Warranty Period, the Goods, Software or Services, or any part thereof, do not conform to applicable warranties or Specifications, CITY shall notify CONTRACTOR within a reasonable time after its discovery and shall provide written particulars of the non-conformity and all information and assistance necessary to enable CONTRACTOR to verify the nature and cause of the non-conformity and carry out its warranty obligations hereunder.
- a. Non-conforming Goods and Software subject to a warranty claim shall be returned to the nearest CONTRACTOR's repair facility, transportation charges prepaid for the account of the CITY, after a return authorization number is received from CONTRACTOR. The costs to diagnose any non-conformity on CITY's site, if required, shall be for the account of the CITY. Goods returned by CITY to the CONTRACTOR and found upon CONTRACTOR's inspection to be nonconforming and Software found non-conforming upon CONTRACTOR's inspection shall be repaired, replaced or corrected, at CONTRACTOR's sole option and return-shipped by CONTRACTOR to CITY with transportation prepaid by CITY.

b. Services subject to a warranty claims shall be re-performed, corrected, or the portion of the Services that cannot be re-performed or corrected, shall be refunded to CITY.

c. Repaired or replaced Goods and Software shall be warranted by CONTRACTOR for the remainder of the original Warranty Period or for three (3) months, whichever is longer, free of charge and return-shipped to CITY with transportation prepaid by CITY. CONTRACTOR shall not be responsible for any offshore transport. All Services corrected or re-performed shall be warranted only for the unexpired portion of the original Warranty Period applicable to Services.

d. Goods, software and labor used, as well as any and all Expenses reasonably incurred, by CONTRACTOR for the diagnosis, repair, replacement or correction of any Goods, Software or Services subject to a warranty claim that are found in whole or in part to be non-conforming for reasons listed under Article 2.6.2 or that were found upon investigation to comply with Specifications or other contractual requirements shall be for CITY's account.

e. CONTRACTOR's obligation and CITY's sole remedy under this Article is, at CONTRACTOR's option the repair or replacement, correction, for any non-conforming Goods, Software or part thereof.

2.6.2 The foregoing warranties do not apply to non-conformities caused by (i) CITY's design or installation of the Goods and/or Software, (ii) modification or repair to the Goods and/or Software otherwise than as authorized in writing by CONTRACTOR; (iii) handling, storage, use or maintenance of the Goods and/or Software in a manner or an environment inconsistent with the Specifications and/or instructions or recommendations of CONTRACTOR; (iv) CITY's failure to observe the payment terms under this Agreement or any other of its obligations under this Agreement; (v) normal wear and tear, (vi) installation or wiring of the Goods and/or Software other than in accordance with CONTRACTOR's instructions; (vii) transfer of the Software from the device on which it was originally installed; and/or (viii) any fault of the CITY or its agents. Goods subject to wear or burnout through usage such as lamps, fuses, paper media, filters, trim, packing and the like shall not be deemed not in conformity by reason of such wear or burnout.

2.6.3 The foregoing warranties do not apply to Third Party Products. Third Party Product shall be warranted only in accordance with the warranties given to CONTRACTOR in respect thereof by the relevant third party vendor and to the extent that CONTRACTOR has the right to assign or transfer such warranties. In addition, CITY shall look solely to third party vendor for all remedies and support with regard to such Third Party Products. CONTRACTOR shall bear no responsibility for the performance, repair or warranty of any of CITY's Third Party Products.

2.6.4 Except as set forth herein and in the warranties provisions contained in separate software license(s) if any, these warranties are exclusive and in lieu of all other warranties, representations, conditions, express or implied, including the implied warranties of merchantability, and fitness for a particular purpose. Contractor does not warrant that the operation of any such separate software will be uninterrupted and/or error-free.

2.6.5 All warranties provided here are personal to the City and intended solely for the benefit of City and do not extend to any third party.

3. **ACCEPTANCE AND DOCUMENTATION:** Each task shall be reviewed and approved by the Agreement Administrator to determine acceptable completion.

- 3.1. **Records.** The Contractor shall retain and shall contractually require each Subcontractor to retain all data and other "records" relating to the acquisition and performance of the Agreement for a period of five years after the completion of the Agreement.
- 3.2. **Audit.** At any time during the term of this Agreement and five (5) years thereafter, the Contractor's or any subcontractor's books and records shall be subject to audit by the City to the extent that the books and records relate to the performance of the Agreement or Subcontract. Upon request, the Contractor shall produce a legible copy of any or all such records.
- 3.3. **New/Current Products.** All equipment, materials, parts and other components incorporated in the work or services performed pursuant to this Agreement shall be new, or the latest model and of the most suitable grade for the purpose intended. All work shall be performed in a skilled and workmanlike manner.
- 3.4. **Property of City.** CONTRACTOR or the applicable third party owner shall retain at all times the ownership of its Software, firmware and Third Party Products, regardless of the media upon which the original or copy may be recorded or fixed. Without prejudice to the license(s) expressly granted hereunder and under a Purchase Order, no right, title or interest in or to the Software, firmware, CONTRACTOR's Information, any copies thereof and any Intellectual Property Rights residing in the Goods, Software or result of Services is transferred to CITY. CITY acknowledges that the prices for Services and Software charged by CONTRACTOR under this Agreement are predicated in part on CONTRACTOR's retention of ownership over such Software and any results of the Services, none of which shall be considered "work for hire." Materials including reports and other deliverables, created under this Agreement are the sole property of City. Contractor is not entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else. Contractor shall not use or release these materials without the prior written consent of City.
- 3.5. **Delivery, Title and Risk of Loss.**
 - 3.5.1 Title to all Goods sold hereunder, except for Software whose title remains at all times with CONTRACTOR, shall pass to CITY upon full payment of the Purchase Order.
 - 3.5.2 Upon City's acceptance of delivery, risk of loss or damage shall pass to CITY unless delivery has been delayed because of CITY in which event risk of loss shall pass to CITY upon the originally scheduled delivery acceptance date.
 - 3.5.3 Delivery, unless otherwise agreed upon in a Purchase Order, shall be FOB, CONTRACTOR's dock (Incoterms 2010).
 - 3.5.4 If, as part of a Purchase Order, CONTRACTOR is responsible for packing any Goods for shipment, CONTRACTOR shall pack, mark and label such Goods in accordance with its usual packing procedures.
4. **PRICE:**
 - 4.1. City shall pay Contractor an amount not to exceed One Hundred Ninety Thousand Seven Hundred Sixty-Five Dollars (\$190,765) for the completion of all the work and services described herein, which sum shall include all costs or expenses incurred by Contractor, payable as set forth in Exhibit B, attached hereto and made a part hereof by reference.
 - 4.2. **Taxes.** Contractor shall be solely legally responsible for any and all tax obligations, which may result out of Contractor's performance of this Agreement. City shall have no

legal obligation to pay any amounts for taxes, of any type, incurred by Contractor. City agrees that Contractor may bill the City for applicable privilege license taxes which are paid for by Contractor and that the City will reimburse Contractor for privilege license taxes actually paid by Contractor. If Contractor obtains any refund of privilege license taxes paid, City will be entitled to a refund of such amounts.

- 4.3. Contractor shall be solely responsible for any and all tax obligations, which may result out of the Contractor's performance of this Agreement. The City shall have no obligation to pay any amounts for taxes, of any type, incurred by the Contractor.
- 4.4. **Payment.** A separate invoice shall be issued for each shipment of material or service performed, and no payment will be issued prior to receipt of material and/or completion of specified services and receipt of a correct invoice. Full payments of all invoiced Goods, Software, Services, and Expenses are due within thirty calendar days from the invoice date.
- 4.5. **IRS W9 Form.** In order to receive payment Contractor shall have a current I.R.S. W9 Form on file with City, unless not required by law.
5. **TERM:** Following execution of this Agreement by City, Contractor shall commence work upon receipt of the Notice to Proceed and shall complete all services described herein within seven months from the Notice to Proceed date.
6. **USE OF THIS AGREEMENT:** The Agreement is for the sole convenience of the City of Chandler.
- 6.1. **Emergency Purchases:** City reserves the rights to purchase from other sources those items, which are required on an emergency basis and cannot be supplied immediately by the Contractor.
7. **CITY'S CONTRACTUAL REMEDIES:**
 - 7.1. **Right to Assurance.** If the City in good faith has reason to believe that the Contractor does not intend to, or is unable to perform or continue performing under this Agreement, the Agreement Administrator may demand in writing that the Contractor give a written assurance of intent to perform. Failure by the Contractor to provide written assurance within the number of Days specified in the demand may, at the City's option, be the basis for terminating the Agreement in addition to any other rights and remedies provided by law or this Agreement.
 - 7.2. **Stop Work Order.** The City may, at any time, by written order to the CONTRACTOR, require the CONTRACTOR to stop all or any part, of the work called for by this Agreement for period(s) of days indicated by the City after the order is delivered to the CONTRACTOR. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the CONTRACTOR shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. In the event that the stop work order to Contractor was issued for some reason not related to Contractor's performance of its obligations under this Agreement, and the stop work orders continues for greater than ninety days, CONTRACTOR, at its sole option, may terminate the Agreement and the stop work order shall be treated as a Termination for Convenience pursuant to Article 8.1.
 - 7.3. If a stop work order issued under this clause is canceled or the period of the order or any extension expires, the CONTRACTOR shall resume work. The Contract Administrator shall make an equitable adjustment in the delivery schedule or Agreement price, or both,

and the Agreement shall be amended in writing accordingly. In the event of a stop work order, CITY acknowledges the following: a) all Milestones and/or delivery dates that have been agreed to, will be postponed, and such Milestones and/or delivery dates will be mutually agreed to upon the cancellation or expiration of the stop work order, b) if the stop work order continues for more than thirty days that the Contractor's personnel assigned to the Agreement or Purchase Order may not be available and any cost required to attain the knowledge required to continue the performance of the Agreement or Purchase Order upon lifting the stop work order will be for the account of the CITY, c) when the performance is re-commenced, CITY shall pay costs associated with extending performance, such as, but not limited to, increased costs for Services, Goods, or Software, or the extension of warranties, and d) the suspended Agreement and/or Purchase Order shall be recommenced upon a date mutually agreed to between the Parties.

7.4. Non-exclusive Remedies. The rights and the remedies of the City under this Agreement are not exclusive.

7.5. Nonconforming Tender. Services and materials supplied under this Agreement shall fully comply with Agreement requirements and specifications. Services or materials that do not fully comply constitute a breach of agreement.

7.6. Right of Offset. The City shall be entitled to offset against any sums due Contractor, any expenses or costs incurred by the City, or damages assessed by the City concerning the Contractor's non-conforming performance or failure to perform the Agreement, including expenses to complete the work and other costs and damages incurred by City.

8. TERMINATION:

8.1. Termination for Convenience: CITY reserves the right to terminate this Agreement or any part thereof for its sole convenience with thirty business days written notice. Any such termination shall take place by delivery to the CONTRACTOR of a Notice of Termination specifying the extent to which performance of work under the Agreement or Purchase Order is terminated, and the date upon which termination becomes effective. In the event of such termination, CONTRACTOR shall immediately stop all work hereunder, and shall immediately cause any of its suppliers and subCONTRACTORS to cease such work. As compensation in full for services performed to the date of such termination, the CONTRACTOR shall receive a fee for the percentage of services actually performed and any and all reasonable costs directly related such as restocking charges to City's termination pursuant to this provision, including costs in an amount not to exceed 1 percent of the Agreement price listed in Section 4.1 of this Agreement associated with personnel reassignment, travel, and other administrative requirements. This fee shall be in the amount to be mutually agreed upon by the CONTRACTOR and CITY, based on the agreed Scope of Work. If there is no mutual agreement, the Management Services Director shall determine the percentage of work performed under each task detailed in the Scope of Work and the CONTRACTOR'S compensation shall be based upon such determination and CONTRACTOR'S fee schedule included herein.

8.2. Termination for Cause: City may terminate this Agreement for Cause upon the occurrence of any one or more of the following events:

- 1) If Contractor fails to perform pursuant to the terms of this Agreement and has not cured the breach within ten days of receipt of a notice from City;
- 2) If Contractor is adjudged a bankrupt or insolvent;
- 3) If Contractor makes a general assignment for the benefit of creditors;
- 4) If a trustee or receiver is appointed for Contractor or for any of Contractor's property;

- 5) If Contractor files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or similar laws;
- 6) If Contractor disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction;
- 7) Where Agreement has been so terminated by City, the termination shall not affect any rights of City against contractor then existing or which may thereafter accrue.

Contractor may terminate this Agreement or any outstanding Purchase Order for default if the city has materially breached any of its obligations under the relevant Purchase Order and has not cured the breach within ten days of receipt of a notice from the Contractor.

- 8.3. **Cancellation for Conflict of Interest.** Pursuant to A.R.S. § 38-511, City may cancel this Agreement after Agreement execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the Agreement on behalf of the City is or becomes at any time while this Agreement or an extension of this Agreement is in effect, an employee of or a consultant to any other party to this Agreement. The cancellation shall be effective when the Contractor receives written notice of the cancellation unless the notice specifies a later time.
- 8.4. **Gratuities.** City may, by written notice, terminate this Agreement, in whole or in part, if City determines that employment or a Gratuity was offered or made by Contractor or a representative of Contractor to any officer or employee of City for the purpose of influencing the outcome of the procurement or securing this Agreement, an amendment to this Agreement, or favorable treatment concerning this Agreement, including the making of any determination or decision about agreement performance. The City, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three times the value of the Gratuity offered by Contractor.
- 8.5. **Suspension or Debarment.** City may, by written notice to the Contractor, immediately terminate this Agreement if City determines that Contractor has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body. Submittal of an offer or execution of an agreement shall attest that the Contractor is not currently suspended or debarred. If Contractor becomes suspended or debarred, Contractor shall immediately notify City.
- 8.6. **Continuation of Performance Through Termination.** The Contractor shall continue to perform, in accordance with the requirements of the Agreement, up to the date of termination, as directed in the termination notice.
- 8.7. **No Waiver.** Either party's failure to insist on strict performance of any term or condition of the Agreement shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.
- 8.8. **Availability of Funds for the next Fiscal Year.** Funds may not presently be available under this Agreement beyond the current fiscal year. No legal liability on the part of the City for services may arise under this Agreement beyond the current fiscal year until funds are made available for performance of this Agreement. The City may reduce services or terminate this Agreement without further recourse, obligation, or penalty in the event that insufficient funds are appropriated. The City Manager shall have the sole and unfettered discretion in determining the availability of funds.
9. **FORCE MAJEURE:** Except for City's payment obligations, neither party shall be responsible for delays or failures in performance resulting from acts beyond their control.

Such acts shall include, but not be limited to, acts of God, riots, acts of war, epidemics, governmental regulations imposed after the fact, fire, communication line failures, power failures, or earthquakes. All such Force Majeure conditions preventing performance shall entitle the Party hindered in the performance of its obligations hereund to an extension of the date of delivery of the Goods and Software or completion of the Services by a period of time equal to the period of delay incurred as a result of the Force Majeure or to any other period as the Parties may agree in writing.

10. DISPUTE RESOLUTION:

10.1. Arizona Law. This Agreement shall be governed and interpreted according to the laws of the State of Arizona.

10.2. Jurisdiction and Venue. The parties agree that this Agreement is made in and shall be performed in Maricopa County. Any lawsuits between the Parties arising out of this Agreement shall be brought and concluded in the courts of Maricopa County in the State of Arizona, which shall have exclusive jurisdiction over such lawsuits.

10.3. Fees and Costs. Except as otherwise agreed by the parties, the prevailing party in any adjudicated dispute relating to this Agreement is entitled to an award of reasonable attorney's fees, expert witness fees and costs including, as applicable, arbitrator fees; provided, however, that no award of attorney's fees shall exceed ten percent (10%) of the damages awarded the prevailing party unless the non-prevailing party has been determined to have acted in bad faith or in a frivolous manner during the adjudication.

11. INDEMNIFICATION: To the fullest extent permitted by law, Contractor, its successors, assigns and guarantors, shall defend, indemnify and hold harmless City and any of its elected or appointed officials, officers, directors, commissioners, board members, agents or employees from and against any and all allegations, demands, claims, proceedings, suits, actions, damages, including, without limitation, property damage, personal injury and wrongful death claims, losses, expenses (including claim adjusting and handling expenses), penalties and fines (including, but not limited to, attorney fees, court costs, and the cost of appellate proceedings), judgments or obligations, which may be imposed upon or incurred by or asserted against the City by reason of this Agreement or the services performed or permissions granted under it, or related to, due to and to the extent of any negligent actions, acts, errors, mistakes or omissions caused in whole or part by Contractor, or any of its subcontractors, or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, relating to the discharge of any duties or the exercise of any rights or privileges arising from or incidental to this Agreement, including but not limited to, any injury or damages claimed by any of Contractor's and subcontractor's employees, provided (i) Contractor it entitled to exclusively control the defense against the claim; (ii) Contract is immediately notified of such claim and (iii) City provides reasonable cooperation in the defense of the claim and does not enter into any settlement or make any concession without the Contractor's prior written approval.

12. INSURANCE:

1. General.

A. At the same time as execution of this Agreement, the Contractor shall furnish the City of Chandler a certificate of insurance on a standard insurance industry ACORD form. The ACORD form must be issued by an insurance company authorized to transact business in the State of Arizona possessing a current A.M. Best, Inc. rating of A-7, or better and legally authorized to do

business in the State of Arizona with policies and forms satisfactory to City. Provided, however, the A.M. Best rating requirement shall not be deemed to apply to required Workers' Compensation coverage.

- B. The Contractor and any of its subcontractors shall procure and maintain, until all of their obligations have been discharged, including any warranty periods under this Agreement are satisfied, the insurances set forth below.
- C. The insurance requirements set forth below are minimum requirements for this Agreement and in no way limit the indemnity covenants contained in this Agreement.
- D. The City in no way warrants that the minimum insurance limits contained in this Agreement are sufficient to protect Contractor from liabilities that might arise out of the performance of the Agreement services under this Agreement by Contractor, its agents, representatives, employees, subcontractors, and the Contractor is free to purchase any additional insurance as may be determined necessary.
- E. Failure to demand evidence of full compliance with the insurance requirements in this Agreement or failure to identify any insurance deficiency will not relieve the Contractor from, nor will it be considered a waiver of its obligation to maintain the required insurance at all times during the performance of this Agreement.
- F. Use of Subcontractors: If any work is subcontracted in any way, the Contractor shall execute a written agreement with Subcontractor containing the same Indemnification Clause and Insurance Requirements as the City requires of the Contractor in this Agreement. The Contractor is responsible for executing the Agreement with the Subcontractor and obtaining Certificates of Insurance and verifying the insurance requirements.

2. **Minimum Scope And Limits Of Insurance.** The Contractor shall provide coverage with limits of liability not less than those stated below.

- A. ***Commercial General Liability-Occurrence Form.*** Contractor must maintain "occurrence" form Commercial General Liability insurance with a limit of \$2,000,000 for each occurrence, \$4,000,000 aggregate. Said insurance must also include coverage for products and completed operations, independent contractors, personal injury and advertising injury. If any Excess insurance is utilized to fulfill the requirements of this paragraph, the Excess insurance must be "follow form" equal or broader in coverage scope than underlying insurance.
- B. ***Automobile Liability-Any Auto or Owned, Hired and Non-Owned Vehicles Vehicle Liability:*** Contractor must maintain Business/Automobile Liability insurance with a limit of \$1,000,000 each accident on Contractor owned, hired, and non-owned vehicles assigned to or used in the performance of the Contractor's work or services under this Agreement. If any Excess or Umbrella insurance is utilized to fulfill the requirements of this paragraph, the Excess or Umbrella insurance must be "follow form" equal or broader in coverage scope than underlying insurance.
- C. ***Workers Compensation and Employers Liability Insurance:*** Contractor must maintain Workers Compensation insurance to cover obligations imposed by

federal and state statutes having jurisdiction of Contractor employees engaged in the performance of work or services under this Agreement and must also maintain Employers' Liability insurance of \$1,000,000 for each accident and \$1,000,000 disease for each employee.

D. *Professional Liability.* If the Agreement is the subject of any professional services or work performed by the Contractor, or if the Contractor engages in any professional services or work adjunct or residual to performing the work under this Agreement, the Contractor must maintain Professional Liability insurance covering errors and omissions arising out of the work or services performed by the Contractor, or anyone employed by the Contractor, or anyone whose acts, mistakes, errors and omissions the Contractor is legally liable, with a liability limit of \$1,000,000 each claim and \$2,000,000 all claims. In the event the Professional Liability insurance policy is written on a "claims made" basis, coverage must extend for 3 years past completion and acceptance of the work or services, and the Contractor, or its selected Design Professional will submit Certificates of Insurance as evidence the required coverage is in effect. The Design Professional must annually submit Certificates of Insurance citing that the applicable coverage is in force and contains the required provisions for a 3 year period.

3. Additional Policy Provisions Required.

- A. *Self-Insured Retentions Or Deductibles.* Any self-insured retentions and deductibles must be declared and approved by the City. If not approved, the City may require that the insurer reduce or eliminate any deductible or self-insured retentions with respect to the City, its officers, officials, agents, employees, and volunteers.
- B. *City as Additional Insured.* The policies are to contain, or be endorsed to contain, the following provisions:
1. The Commercial General Liability and Automobile Liability policies are to contain, or be endorsed to contain, the following provisions: The City, its officers, officials, agents, and employees are additional insureds with respect to liability arising out of activities performed by, or on behalf of, the Contractor including the City's general supervision of the Contractor; Products and Completed operations of the Contractor; and automobiles owned, leased, hired, or borrowed by the Contractor.
 2. The Contractor's insurance must contain broad form contractual liability coverage and must not exclude liability arising out of explosion, collapse, or underground property damage hazards ("XCU") coverage.
 3. The City, its officers, officials, agents, and employees must be additional insureds to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Agreement.
 4. The Contractor's insurance coverage must be primary insurance with respect to the City, its officers, officials, agents, and employees. Any insurance or self-insurance maintained by the City, its officers, officials, agents, and employees shall be in excess of the coverage provided by the Contractor and must not contribute to it.

5. The Contractor's insurance must apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
6. Coverage provided by the Contractor must not be limited to the liability assumed under the indemnification provisions of this Agreement.
7. The policies must contain a severability of interest clause and waiver of subrogation against the City, its officers, officials, agents, and employees, for losses arising from Work performed by the Contractor for the City.
8. The Contractor, its successors and or assigns, are required to maintain Commercial General Liability insurance as specified in this Agreement for a minimum period of 3 years following completion and acceptance of the Work. The Contractor must submit a Certificate of Insurance evidencing Commercial General Liability insurance during this 3 year period containing all the Agreement insurance requirements, including naming the City of Chandler, its agents, representatives, officers, directors, officials and employees as Additional Insured as required.
9. If a Certificate of Insurance is submitted as verification of coverage, the City will reasonably rely upon the Certificate of Insurance as evidence of coverage but this acceptance and reliance will not waive or alter in any way the insurance requirements or obligations of this Agreement. If any of the required policies expire during the life of this Agreement, the Contractor must forward renewal or replacement Certificates to the City within 10 days after the renewal date containing all the necessary insurance provisions.
10. By signing this Agreement, the Contractor certifies it is fully aware of Insurance Requirements contained in the Agreement and assures the City of Chandler that it is able to produce the Insurance coverage required.
11. Should the Contractor become unable to produce the Insurance coverage specified within ten working days, the Contractor is fully aware and understands that it may not be considered for further projects by City of Chandler.

- 13. NOTICES:** All notices or demands required to be given pursuant to the terms of this Agreement shall be given to the other party in writing, delivered by hand or registered or certified mail, at the addresses set forth below, or to such other address as the parties may substitute by written notice given in the manner prescribed in this paragraph.

In the case of the CITY
 Agreement Administrator: City of Chandler
 Contact: Purchasing
 Mailing Address: PO Box 4008 MS 901
 Physical Address: 175 S Arizona Ave
 City, State, Zip Chandler, AZ 85225
 Phone: 480-782-2400
 FAX: 480-782-2410

In the case of the CONTRACTOR
 Firm Name: Invensys Systems, Inc.
 Contact: Terry Manns
 Address: 15 Pond Avenue
 City, State, Zip Foxboro, MA 02035
 Phone: 720-218-4763
 FAX: Terry.manns@invensys.com

Notices shall be deemed received on date delivered, if delivered by hand, and on the delivery date indicated on receipt if delivered by certified or registered mail.

14. CONFLICT OF INTEREST:

- 14.1. No Kickback.** Contractor warrants that no person has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee; and that no member of the City Council or any employee of the City has any interest, financially or otherwise, in the firm unless this interest has been declared pursuant to the provisions of A.R.S. Section 38-501. Any such interests were disclosed in Contractor's proposal to the City.
- 14.2. Kickback Termination.** City may cancel any agreement, without penalty or obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating the Agreement on behalf of the City is, at any time while the Agreement or any extension of the Agreement is in effect, an employee of any other party to the Agreement in any capacity or a Contractor to any other party to the Agreement with respect to the subject matter of the Agreement. The cancellation shall be effective when written notice from City is received by all other parties, unless the notice specifies a later time (A.R.S. §38-511).
- 14.3. No Conflict:** Contractor stipulates that its officers and employees do not now have a conflict of interest and it further agrees for itself, its officers and its employees that it will not contract for or accept employment for the performance of any work or services with any individual business, corporation or government unit that would create a conflict of interest in the performance of its obligations pursuant to this project.

15. GENERAL TERMS:

- 15.1. Ownership.** All deliverables and/or other products of the Agreement (including but not limited to all software documentation, reports, records, summaries and other matter and materials prepared or developed by Contractor in performance of the Agreement) shall be the sole, absolute and exclusive property of City, free from any claim or retention of right on the part of Contractor, its agents, sub-contractors, officers or employees. CONTRACTOR may utilize proprietary works of authorship, pre-existing or otherwise, including without limitation software, computer programs, methodologies, templates, flowcharts, architecture designs, tools, specifications, drawings, sketches, models, samples, records and documentation, as well as Intellectual Property Rights and any derivatives thereof, which have been originated, developed or purchased by CONTRACTOR, a parent or affiliated Buyer of CONTRACTOR, or by third parties under contract to CONTRACTOR or to a parent or affiliated company of CONTRACTOR (all of the foregoing, collectively, "Seller's Information"). CONTRACTOR shall retain at all times ownership of the Seller's Information.
- 15.2. Entire Agreement.** This Agreement, including all Exhibits attached hereto, constitutes the entire understanding of the parties and supersedes all previous representations, written or oral, with respect to the services specified herein. This Agreement may not be modified or amended except by a written document, signed by authorized representatives or each party.
- 15.3. Arizona Law.** This Agreement shall be governed and interpreted according to the laws of the State of Arizona.
- 15.4. Assignment:** Services covered by this Agreement shall not be assigned in whole or in part without the prior written consent of the City. Notwithstanding the foregoing, Contractor shall have the right to assign this Agreement or any Purchase Order hereunder to any of its parent or affiliates without prior written consent of City.

- 15.5. Amendments.** The Agreement may be modified only through a written Agreement Amendment executed by authorized persons for both parties. Changes to the Agreement, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by a person who is not specifically authorized by the City in writing or made unilaterally by the Contractor are violations of the Agreement. Any such changes, including unauthorized written Agreement Amendments shall be void and without effect, and the Contractor shall not be entitled to any claim under this Agreement based on such changes. Any alteration, deletion or addition to the Work ordered in the Purchase Order or a change in any provision of the Purchase Order shall be effective only if made in a change order and executed by City and Contractor. A change order, however, shall not modify any provisions of the Agreement unless the parties agree in writing to do so.
- 15.6. Independent Contractor.** The Contractor under this Agreement is an independent Contractor. Neither party to this Agreement shall be deemed to be the employee or agent of the other party to the Agreement.
- 15.7. No Parole Evidence.** This Agreement is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document and no other understanding either oral or in writing shall be binding.
- 15.8. Authority:** Each party hereby warrants and represents that it has full power and authority to enter into and perform this Agreement, and that the person signing on behalf of each has been properly authorized and empowered to enter this Agreement. Each party further acknowledges that it has read this Agreement, understands it, and agrees to be bound by it.
- 15.9. Limitation of Liability:**
- 15.9.1** In no event shall Contractor or City have liability under this Agreement or any purchase order for any special; incidental; punitive, exemplary, indirect or consequential damages, including but not limited to lost profits, loss of production, loss of revenues, interest, capital, financing, good will, use, business reputation, opportunity or productivity, howsoever arising, even if City has been advised of the possibility of such damages.
- 15.9.2** Contractor's liability under this Agreement for any direct damages arising out of or in any way related to this Agreement (whether arising under tort, negligence, contract, warranty, strict liability or other cause or combination of causes) shall in no event exceed the specific price of the goods, software and/or services provided under the purchase order giving rise to liability. With respect to site based services, the maximum aggregate liability of Contractor for direct damages under the purchase order giving rise to liability shall not exceed the amount equivalent to one Professional Service Laborer's work day.

**EXHIBIT B
FEE SCHEDULE**

City shall pay Contractor for all equipment provided and work completed upon receipt of each approved invoice, in an amount not to exceed \$190,765, including travel and expenses.

Hardware/Software	\$ 89,021
Engineering Services	\$ 93,764
• Systems Services – Hardware Startup/Software install and Configure	
• DI30 to FDSI programming conversion	
• Taglist cross-reference	
• ZCP270, FCM100Et and FBM2332 installation support and startup	
Travel, Lodging and Per Diem Allowance	<u>\$ 7,980</u>
TOTAL	\$190,765

Travel Related Expenses:

Contractor shall invoice the City for travel expenses, providing a summary of such expenses with the invoice and copies of individual receipts upon request. All travel and living expenses (with the exception of per diem meal allowances) are billed at the actual costs incurred, with receipts for such costs retained by Contractor in accordance with IRS guidelines. Reimbursable expenses include travel cost for airfare (coach), car rental (economy), taxis, shuttles, trains, parking, tolls and fees, lodging, and a per diem to cover meals, meal tips, and incidental expenses.

Lodging:

Contractor employees will acquire lodging consistent with business travel rates for the area of City's offices. Contractor employees will use the lower of Contractor's corporate rate or the rate available to the City, if the same rate may be obtained by Contractor, at designated national brand hotels whenever possible.

Per Diem:

Meal expenses are calculated on a per diem basis using the allowed rate for the specific local or metropolitan area under the General Service Administration ("GSA) tables applicable to Federal employees traveling at government expense. GSA publishes Continental US (CONUS) per diem tables for each local or metropolitan area annually on October 1. The per diem rate includes all meals, meal tips, and incidental expenses. The per diem rate is prorated for partial days of travel away from home according to the GSA guidelines.

Avantis[®]

by **Schneider Electric**

Foxboro[®]

by **Schneider Electric**

SimSci[™]

by **Schneider Electric**

Triconex[®]

by **Schneider Electric**

Wonderware[®]

by **Schneider Electric**

System Upgrade

for

City of Chandler

Chandler, AZ

DI30 to FDSI Upgrade

Proposal No.: HPC-0414-31142 Rev. 2

14 August, 2015

Contacts:

Rust Automation & Control Inc.
Name Art Olson
Title Sales Account Manager
Phone 801-566-7878
Mobile 928-830-7963
E-mail art@rustco.com

Contacts:

Schneider Electric
Name Terry Manns
Title Regional Channel Manager
Phone 720-218-4763
Mobile 720-218-4763
E-mail terry.manns@schneider-electric.com

This proposal contains technical and business information that is confidential and proprietary to Invensys. It is provided to City of Chandler solely for internal review and evaluation. The information contained herein may not be shown or disclosed in any form to third parties without the express consent of Invensys.

Schneider
 **Electric**

Table of Contents

- 1. Executive Summary 2**
- 2. Project Details 3**
 - 2.1 Scope of Work 3
 - 2.1.1 Hardware / Software 3
 - 2.1.2 Services Deliverable 3
 - 2.2 Bill of Materials 4
- 3. Assumptions 5**
- 4. Project Schedule 6**
- 5. Commercial Summary 7**
 - 5.1 Base Pricing 7
 - 5.2 Proposal Terms and Conditions 7
- 6. Product Specification Sheet Link 9**

Invensys and Schneider Electric

Schneider Electric, a global specialist in energy management, completed its acquisition of Invensys PLC on 17th January, 2014. The Invensys Group is now part of the Schneider Electric group of companies. This change does not affect the terms or commitments of this proposal in any way and Schneider Electric will continue to support and invest in Invensys products and solutions.

Combining the strengths of Schneider Electric and Invensys will offer greater value to your business. Through this integration, we are building a global, innovative, technology company with a strong position in integrated industrial automation, software and energy management. Our ability to offer more comprehensive solutions – along with our global execution capabilities will enable Schneider Electric to help you increase business performance and improve operational efficiency.

1. EXECUTIVE SUMMARY

Invensys is pleased to provide this proposal package in response to the request for an automation solution. The Invensys implementation of the Foxboro Evo Automation Platform can play a key role in meeting City of Chandler facility needs for the immediate project. Equally important, Invensys would welcome the opportunity to become an automation partner and work to meet future demands and issues that come up as part of managing City of Chandler's facility.

Invensys sales team used discussion information to develop this proposal. Invensys appreciates consideration and the solid value available with an Invensys solution should be remembered. Invensys provides engineering support from many engineering centers located strategically throughout the world. This helps to lower risk and raise return associated with Invensys short term and long term performance goals as follows:

- Invensys' unparalleled success supplying customer's automation solutions.
- Experienced Engineers familiar with the industry.
- Extensive global customer list of I/A Series® installations.
- Largest installed base of any DCS supplier which increases the trained personnel pool to draw from in the future....lowers costs!
- Proven service/maintenance program that prevents obsolescence of the base system and promotes inclusion of newest technologies....lowers both risk and costs!

Invensys has the industry leading support programs and people's expertise. Invensys has a vision and track record of helping customers lower operating costs and reach new production/safety goals through automation and advanced services. The value items noted above help make City of Chandler successful in terms of economic performance and increases the Return on Investment every day. If its ROI and ROA that is important, then Invensys is the right choice to balance the business outcomes of City of Chandler.

Please do not hesitate to contact Invensys if any questions arise regarding this estimate. Invensys is excited to have the opportunity to work with City of Chandler and look forward to evaluation and continuing discussions.

2. PROJECT DETAILS

2.1 SCOPE OF WORK

Our proposed solution for the DI30 gateway upgrade includes the Foxboro Evo System Hardware / Software and Engineering Services. Additional Engineering services can be quoted upon request. Other Site Services are available on a time and expense basis.

The Bill of Material Section of this proposal lists the equipment and software and this section (Scope of Work) describes the services proposed to manage, execute and startup the upgrade of the Chandler systems identified as "SCADA1," "SCADA2" and "SCADA4."

2.1.1 Hardware / Software

A new Control Processor 270's (ZCP270) in Fault Tolerant configuration is provided to address loading. Three 200-Series Foreign Device System Integrator (FDSI) Field Bus Modules are provided. The FDSI will interface via Modbus TCP/IP drivers to the PLC's.

This proposal also includes a 200-Series vertical baseplate for installation of the redundant FCM100Et communication modules and three FBM232 gateway modules (FDSI).

AIM* Historian Upgrade licenses have been provided to get the total Historian IO count to 10,000.

2.1.2 Services Deliverable

- Convert DI30 to FDSI programming
- Assist with tag naming convention changes
- Update to the Chandler provided DI30 taglist that provides a cross-reference between the original DI points and the new FDSI points
- Conduct the FAT at the City of Chandler facility; five days planned including two days travel.

2.1.2.1 Project Management

Invensys will provide City of Chandler with the following services:

- Management of all activities required to implement the project scope.
- Plan, monitor, and control the project, and report on its status.
- Periodical progress report including, where applicable, the following - Project schedule, Shipment status, Invensys action items.

A kick-off meeting and periodic progress updates will be via conference call. For meetings held at locations other than the Invensys office, per diem travel time, travel costs and living expenses will be billed separately.

A dedicated Invensys lead service specialist will be assigned for the duration of the project. Other team members will be added as required to ensure schedule integrity and deliverables are achieved.

2.2 BILL OF MATERIALS

Item	Qty	Model	Description
10	1	P0926HT	8 Slots Hor. Baseplate, Time Strobe, 8FBM
10.01	1	P0916MZ	2 Mbps Base To Base Cable, 1m
10.02	2	P0926KM	Power Supply Output Cable - 121 cm (48 in)
20	2	P0916RB	Fieldbus Baseplate Terminator
30	2	P0922YU	Power Supply, FPS 400-24
30.01	2	P0926CM	110/240V FPS Power Cable, 2 Ft
30.02	2	P0926DZ	Power Connection Kit For FPS-400-24
40	1	P0926MZ	Shelf For Fiber Splitter / Combiner And TSC's
50	3	P0926GW	FBM232, 10/100 Mbps Ethernet, Single
60	1	S61CD6784000	I/A Series Function Block SW Lic (Certificate)
70	1	S61C73464000	I/A Series Function Block SW Lic (Certificate)
80	1	S61C83344000	I/A Series Function Block SW Lic (Certificate)
90	2	P0926CP	ZCP270 Control Processor
90.01	1	P0926DF	ZCP270 Or ATS Fault Tolerant Connector
90.02	4	P0972UN	0.5 m LC-LC Fiber Optic Jumper Cable, Gray
90.03	4	P0972VG	0.5 m LC-LC Fiber Optic Jumper Cable, Orange
90.04	2	P0926MX	Splitter / Combiner Kit (With 2 Modules)
90.05	4	P0972TR	3 m, MMF, Fiber, MT-RJ To LC Adapter Cable
100	1	S61C21421000	I/A Series Function Block SW Lic (Certificate)
110	2	P0926GS	FCM100Et, Field Comm. Mod w/Fiber Optic & TDR
110.01	2	P0972UN	0.5 m LC-LC Fiber Optic Jumper Cable, Gray
110.02	2	P0972VG	0.5 m LC-LC Fiber Optic Jumper Cable, Orange
110.03	1	P0926MX	Splitter / Combiner Kit (With 2 Modules)
110.04	2	P0972TR	3 m, MMF, Fiber, MT-RJ To LC Adapter Cable
120	3	P0972UB	Ethernet Cable, Cat 5/5E, RJ45
130	1	Q0301QS	AIM*Historian 5000 To 8000 Point License Upgrade
140	1	Q0301QT	AIM*Historian 8000 To 10000 Point License Upgrade

3. ASSUMPTIONS

- Chandler will provide an initial taglist with DI30 points and addresses.
- Chandler will update all of the related system changes (graphics, historian, etc.).
- Chandler will provide the radio link and PLC for the locally conducted FAT.
- Communication between the FDSI and PLC via a radio link is Modbus TCP/IP.
- There are existing slots available for installing the ZCP270 Fault Tolerant pair.

The following table is cited for general reference:

	SCADA1	SCADA2	SCADA4
AIN	976	320	432
AOUT	288	112	120
DIN	328	184	128
DOUT	440	264	184
	2032	880	864

4. PROJECT SCHEDULE

Upon acceptance of this proposal and direction to proceed, please allow for up to a six-week period prior to each Phase for order delivery and an additional eight to twelve weeks for preparatory engineering and startup up preparation.

Material Delivery: 8 weeks ARO

Preparatory Engineering: 8 weeks ARO

Schedule to be determined after receipt of PO.

5. COMMERCIAL SUMMARY

5.1 BASE PRICING

Pricing for Products and Services described in this quote:

Summary	Price
Hardware/Software (per listed BOM)	\$89,021
Engineering Services	\$93,764
o Systems Services - Hardware Startup / Software install and Configure	
o DI30 to FDSI programming conversion	
o Taglist cross-reference	
o ZCP270, FCM100Et and FBM232 installation support and startup	
Estimated Travel and Living	\$7,980
Sub-Total	\$190,765

5.2 PROPOSAL TERMS AND CONDITIONS

Proposal Acceptance:	This Proposal is valid for 30 calendar days from the date of this Proposal.
Taxes/Duties:	Sales taxes, duties and other fees are not included in this proposal.
Freight:	Shipment is FOB factory and is pre-pay and add. Packing is for domestic shipment.
Terms of Payment/Schedule	25% payable at receipt of contract/order
	25% payable Upon release to manufacture
	25% payable upon shipment to site
	15% payable upon start of Installation
	10% payable upon completion of the local Chandler Factory Acceptance Test (FAT)

All invoices are due and payable within 30 days from invoice date. Late charges may result in a late payment fee.

Services:

Man-hours of configuration and startup support are included in this proposed work scope. The rates included are for eight (8) hour weekdays, Monday – Friday 8:00 AM to 5:00 PM, excluding Invensys holidays. If further labor is required which is not due to delays caused by Invensys, such labor can be provided on a time and material basis per hour plus expenses. Should this work be performed in excess of 8 hours per day or on Saturday, this work will be performed at 1.5 times this rate (2 times on Sundays or holidays).

Travel & Living:

Unless stated as included elsewhere in the Proposal, all travel and living expenses are extra and will be invoiced at cost + 10%. Unless stated as included elsewhere in the Proposal, all engineering estimates do not include travel time which will be charged at an agreed to rate.

This quotation assumes standard work 8-hour days, Monday through Friday, Invensys holidays excluded.

Commercial Terms:

City of Chandler Services Agreement August 2014
Agreement No.: MU4-918-3402

6. PRODUCT SPECIFICATION SHEET LINK

Please refer to the given link below to see all the Technical Product Guide and Specification information based on the provided Bill of Materials in Sections 2.2 & 5.1.

Link: <http://resource.invensys.com/laseries/pss/index.htm>