

**CITY OF FRANKLIN, TENNESSEE  
PROFESSIONAL SERVICES AGREEMENT  
COF Contract No. 2018-0236**

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is by and between the City of Franklin, Tennessee, hereinafter referenced as City, and **REVERE CONTROL SYSTEMS, INC.** hereinafter referenced as Contractor, who mutually agree as follows:

**DECLARATIONS.** City desires to retain Contractor to provide engineering, related technical, and other services in connection with City's project hereinafter referenced as Project. The Project is described as follows:

**CITY OF FRANKLIN TELEMETRY SYSTEM MAINTENANCE CONTRACT**

1. SCOPE OF SERVICES. Contractor shall provide engineering related technical services and /or construction engineering and inspection services, and/or survey services/ and or appraisal services for the Project in accordance with the Scope of Services (Services) as found in Attachment A which shall be considered as an integral part hereof.
2. Contractor shall include an individual Fee Schedule based on the detailed Scope of Services. The Fee Schedule is found in Attachment B. The Schedule of Services shall be as found in Attachment A and C.
3. In event of a conflict between this Agreement and the attached document(s), this Agreement shall supersede conflicting terms and conditions.
4. Contractor shall be paid on a monthly basis for work performed based on the Fee Schedule as contained in Attachment B in the Amount of Fifty-One Thousand One Hundred Seventy and 00/100 Dollars (\$51,170.00).

**The Board of Mayor and Aldermen Approved this Agreement on the \_\_\_\_\_ Day of \_\_\_\_\_ 201\_\_.**

## **TERMS AND CONDITIONS FOR PROFESSIONAL SERVICES**

### **ARTICLE 1. SERVICES.** Contractor will:

- 1.1 Act for City in a professional manner, using that degree of care and skill ordinarily exercised by and consistent with standards of competent Contractors using the standards in the industry:
- 1.2 Consider all reports to be confidential and distribute copies of the same only to those persons specifically designated by the City.
- 1.3 Perform all services under the general direction of a senior professional employee, licensed and/or registered in the State of Tennessee, when appropriate.
- 1.4 Designate, in writing, the sole Project representative to coordinate with City the Services to be provided, including all contact information.
- 1.5 Unless provided for in the Project Scope of Services (Attachment A), Contractor shall perform all Services with his own forces (employees). Should sub-Contractors be proposed to be used in the Project, a listing of said sub-Contractors with Services to be performed shall be provided. After approval of this Agreement, no substitute for sub-Contractors shall be allowed unless approved by City.
- 1.6 Retain pertinent records relating to the services performed for a period of seven (7) years following the completion of the work; during this period the records shall be available for review by City at all reasonable times.

### **ARTICLE 2. CITY'S RESPONSIBILITIES.** City, or its authorized representative, will:

- 2.1 Provide Contractor with all information regarding the Project, which is available to, or reasonably obtainable by, the City.
- 2.2 Furnish right-of-entry onto the Project site for Contractor's necessary field studies and surveys. Contractor will endeavor to restore the site to its original condition and shall remain solely liable for all damages, costs and expenses, including reasonable attorneys' fees, for failure to make such restoration.
- 2.3 Designate, in writing, the sole Project representative to coordinate with and direct the Contractor, including all contact information.
- 2.4 Guarantee to Contractor that it has the legal capacity to enter into this contract and that sufficient monies are available to fund Contractor's compensation.

### **ARTICLE 3. GENERAL CONDITIONS.**

- 3.1 Contractor, by the performance of services covered hereunder, does not in any way assume, abridge or abrogate any of those duties, responsibilities or authorities customarily vested in other professionals or agencies participating in the Project.

- 3.2 Contractor shall be responsible for the acts or omissions of any party involved in concurrent or subsequent phases of the Project acting upon written instruction issued by the Contractor.
- 3.3 Neither City nor Contractor may assign or transfer its duties or interest in this Agreement without written consent of the other party.
- 3.4 **ALLOCATION OF RISK AND LIABILITY; GENERAL.** Considering the potential liabilities that may exist during the performance of the services of this Agreement, the relative benefits and risks of the Project, and the Contractor's fee for the services rendered, and in consideration of the promises contained in this Agreement, the City and the Contractor agree to allocate and limit such liabilities in accordance with this Article.
- 3.5 **INDEMNIFICATION.** Contractor agrees to indemnify and hold City harmless from and against legal liability for all judgments, losses, damages, and expenses to the extent such judgments, losses, damages, or expenses are caused by Contractor's negligent act, error or omission in the performance of the services of this Agreement. In the event judgments, losses, damages, or expenses are caused by the joint or concurrent negligence of Contractor and City, they shall be borne by each party in proportion to its own negligence.
- 3.5.1 **SURVIVAL.** The terms and conditions of this paragraph shall survive completion of this services agreement.
- 3.6 **LIMITATIONS OF RESPONSIBILITY.** Contractor shall not be responsible for (a) construction means, methods, techniques, sequences, procedures, or safety precautions and programs in connection with the Project unless specifically undertaken in Attachment A, Scope of Services ; (b) the failure of any contractor, subcontractor, Contractor, or other Project participant, not under contract to Contractor, to fulfill contractual responsibilities to City or to comply with federal, state, or local laws, regulations, and codes; or (c) procuring permits, certificates, and licenses required for any construction unless such procurement responsibilities are specifically assigned to Contractor in Attachment A, Scope of Services.

**ARTICLE 4. TERMINATION BY THE CITY.** The City may terminate this Agreement in accordance with the following terms and conditions:

- 4.1 **Termination for Convenience.** The City may, when in the interests of the City, terminate performance under this Agreement with the Contractor, in whole or in part, for the convenience of the City. The City shall give written notice of such termination to the Contractor specifying when termination becomes effective. The Contractor shall incur no further obligations in connection with the work so terminated, other than warranties and guarantees for completed work and installed equipment, and the Contractor shall stop work when such termination becomes

effective. The Contractor shall also terminate outstanding orders and subcontracts for the affected work. The Contractor shall settle the liabilities and claims arising out of the termination of subcontracts and orders. The City may direct the Contractor to assign the Contractor's right, title and interest under termination orders or subcontracts to the City or its designee. The Contractor shall transfer title and deliver to the City such completed or partially completed work and materials, equipment, parts, fixtures, information and Contract rights as the Contractor has in its possession or control. When terminated for convenience, the Contractor shall be compensated as follows:

- (1) The Contractor shall submit a termination claim to the City specifying the amounts due because of the termination for convenience together with costs, pricing or other data required by the City. If the Contractor fails to file a termination claim within one (1) year from the effective date of termination, the City shall pay the Contractor the amount the City deems the Contractor is due.
- (2) The City and the Contractor may agree to the compensation, if any, due to the Contractor hereunder.
- (3) Absent agreement to the amount due to the Contractor, the City shall pay the Contractor the following amounts:
  - (a) Contract costs for labor, materials, equipment and other services accepted under this Agreement;
  - (b) Reasonable costs incurred in preparing to perform and in performing the terminated portion of the work, and in terminating the Contractor's performance, plus a fair and reasonable allowance for direct job site overhead and earned profit thereon (such profit shall not include anticipated profit or consequential damages); provided however, that if it reasonably appears that the Contractor would have not profited or would have sustained a loss if the entire Agreement would have been completed, no profit shall be allowed or included and the amount of compensation shall be reduced to reflect the anticipated rate of loss, if any;

The total sum to be paid the Contractor under this Section shall not exceed the total Agreement Price, as properly adjusted, reduced by the amount of payments otherwise made, and shall in no event include duplication of payment.

- 4.2 Termination for Cause. If the Contractor does not perform the work, or any part thereof, in a timely manner, supply adequate labor, supervisory personnel or proper equipment or materials, or if it fails to timely discharge its obligations for labor, equipment and materials, or proceeds to disobey applicable law, or otherwise commits a violation of a material provision of this Agreement, then the City, in addition to any other rights it may have against the Contractor or others, may terminate the performance of the Contractor, in whole or in part at the City's sole option, and assume possession of the Project Plans and materials and may complete the work.

In such case, the Contractor shall not be paid further until the work is complete. After Completion has been achieved, if any portion of the Contract Price, as it may be modified hereunder, remains after the cost to the City of completing the work, including all costs and expenses of every nature incurred, has been deducted by the City, such remainder shall belong to the Contractor. Otherwise, the Contractor shall pay and make whole the City for such cost. This obligation for payment shall survive the termination of the Agreement.

In the event the employment of the Contractor is terminated by the City for cause pursuant to this Section and it is subsequently determined by a Court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a Termination for Convenience under this Section and the provisions of Section 4.1 shall apply.

- 4.3 Termination for Non-Appropriation. The City may also terminate this Agreement, in whole or in part, for non-appropriation of sufficient funds to complete or partially complete the Project, regardless of the source of such funds, and such termination shall be on the terms of Section 4.1.
- 4.4 The City's rights under this Section shall be in addition to those contained elsewhere herein or provided by law.

**ARTICLE 5. SCOPE OF SERVICES.** Contractor shall provide the Services as described in Attachment A, Scope of Services.

- 5.1 By mutual agreement, this Agreement and scope can be amended by the parties. The scope and fee for any additional tasks or services under such amendment shall be mutually negotiated and agreed to in writing prior to beginning such additional tasks or services.

**5.2 ENVIRONMENTAL RESPONSIBILITY.**

Where drilling/sampling services are involved, the samples obtained from the Project site are the property of the City. Should any of these samples be recognized by the Contractor to be contaminated, the City shall remove them from the Contractor's custody and transport them to a disposal site, all in accordance with applicable government statutes, ordinances, and regulations. For all other samples, the Contractor shall retain them for a sixty (60)-day period following the submission of the drilling/sampling report unless the City directs otherwise; thereafter, the Contractor shall discard the samples in accordance with all federal, state and local laws.

**ARTICLE 6. SCHEDULE.**

- 6.1 **TIME OF THE ESSENCE.** The parties agree that time is of the essence with respect to the parties' performance of all provisions of the Agreement.
- 6.2 Before executing this Agreement, the Contractor shall have prepared and submitted for approval to the City a Completion Schedule for the Project with milestones for the various stages (tasks) of the Services as outlined in the Scope of Services. The Contractor shall submit and obtain the City's approval for any proposed changes to the logic, durations, sequences, or timing of tasks as approved in the Completion Schedule.
- 6.3 **FORCE MAJEURE.** Neither party will be liable to the other for any delay or failure to perform any of the services or obligations set forth in this Agreement due to causes beyond its reasonable control, and performance times will be considered extended for a period of time equivalent to the time lost because of such delay plus a reasonable period of time to allow the parties to recommence performance of their respective obligations hereunder. Should a circumstance of force majeure last more than ninety (90) days, either party may by written notice to the other terminate this Agreement. The term "force majeure" as used herein shall mean the following: acts of God; strikes, lockouts or other industrial disturbances; acts of public enemies; orders or restraints of any kind of the government of the United States or of the State or any of their departments, agencies or officials, or any civil or military authority; insurrections, riots, landslides, earthquakes, fires, storms, tornadoes, droughts, floods, explosions, breakage or accident to machinery, transmission pipes or canals; or any other cause or event not reasonably within the control of either party.
- 6.4 Should City request changes in the scope, extent, or character of the Project, the fee and the time of performance of Contractor's Services as indicated in Attachment A shall be adjusted equitably.



**ARTICLE 7. USE OF DOCUMENTS, DATA.**

7.1 All Documents, including, but not limited to, reports, drawings, specifications, and computer software prepared by Contractor pursuant to this Agreement are instruments of service in respect to the Project. Contractor shall retain an ownership and property interest therein (including the right of reuse at the discretion of the Contractor) whether or not the Project is completed.

7.1.1 **USE OF DATA SYSTEMS:** Ownership, property interests and proprietary rights in data systems used by Contractor do not extend to the data created by or supplied to Contractor by the City; all rights to that data (including derivative or hidden data such as metadata) shall vest solely in City at the moment of creation.

7.1.2 **DISCLOSURE OF DOCUMENTS/DATA.** City may be required to disclose documents or data under state or federal law. City shall notify Contractor if a request for data or documents has been made and shall give Contractor a reasonable opportunity under the circumstances to respond to the request by redacting proprietary or other confidential information. Contractor waives any right to confidentiality of any document, e-mail or file it fails to clearly mark on each page as confidential or proprietary. In exchange, Contractor agrees to indemnify, defend, and hold harmless City for any claims by third parties relating thereto or arising out of (i) the City's failure to disclose such documents or information required to be disclosed by law, or (ii) the City's release of documents as a result of City's reliance upon Contractor representation that materials supplied by Contractor (in full or redacted form) do not contain trade secrets or proprietary information, provided that the City impleads Contractor and Contractor assumes control over that claim.

7.2 By execution of this Agreement, Contractor and his sub-Contractor(s) grant the City a royalty-free, perpetual, irrevocable, and assignable license to use any and all intellectual property interest Contractor or his sub-Contractor(s) possess to any drawings, details, specifications, documents, and other information created before each of their first involvement with the Project and subsequently incorporated into the Project's documents. City-furnished data that may be relied upon by Contractor is limited to the printed copies that are delivered to the Contractor pursuant to Article 2 of this Agreement. Any copyrighted electronic files furnished by City shall be used by Contractor only for the Project as described herein. City's posting or publication of such documents created by Contractor for City shall constitute fair use and shall not constitute an infringement of Contractor's copyright, if any.

- 7.3 Documents that may be relied upon by City are limited to the printed copies (also known as hard copies) that are signed or sealed by the Contractor. Files in electronic media format of text, data, graphics, or of other types that are furnished by Contractor to City are only for convenience of City, unless the delivery of the Project in electronic media format has been dictated in Attachment A, Scope of Services. Any conclusion or information obtained or derived from electronic files provided for convenience will be at the user's sole risk.
- 7.4 Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within sixty (60) days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by the party delivering the electronic files. Unless stated otherwise herein, Contractor shall not be responsible to maintain documents stored in electronic media format after acceptance by City.
- 7.5 When transferring documents in electronic media format, Contractor makes no representations as to long term compatibility, usability, or readability, of documents resulting from the use of software application packages, operating systems, or computer hardware differing from that as required of, and used by, Contractor at the beginning of this Project.
- 7.6 City may make and retain copies of Documents for information and reference in connection with use on the Project by the City, or his authorized representative. Such Documents are not intended or represented to be suitable for reuse by City or others on extensions of the Project or on any other project. Any such reuse or modifications without written verification or adaptation by Contractor, as appropriate for the specific purpose intended, will be at City's sole risk and without liability or legal exposure to the Contractor or to Contractor's sub-Contractors.
- 7.7 If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.
- 7.8 Any verification or adaptation of the Documents for extensions of the Project or for any other project will entitle Contractor to further compensation at rates to be agreed upon by City and Contractor.

## **ARTICLE 8. INSURANCE.**

- 8.1 During the performance of the Services under this Agreement, Contractor shall maintain the following minimum insurance:
- a) General Liability Insurance with a combined single limit of \$1,000,000 per occurrence and \$2,000,000 annual aggregate.
  - b) Automobile Liability Insurance with a combined single limit of \$1,000,000 for each person and \$1,000,000 for each accident.



- c) Workers' Compensation Insurance Coverage A in accordance with statutory requirements and Coverage B, Employer's Liability Insurance, with a limit of \$500,000 for each occurrence.
  - d) Professional Liability Insurance with a limit of \$1,000,000 annual aggregate.
- 8.2 Contractor shall add the City an additional insured on all policies unless otherwise prohibited.
- 8.3 Contractor shall, upon execution of this Agreement, furnish City certificates of insurance, which shall include a provision that such insurance shall not be canceled without at least thirty (30) days' written notice to City.
- 8.4 No insurance, of whatever kind or type is to be considered as in any way limiting other parties' responsibility for damages resulting from their activities in the execution of the Project. City agrees to include, or cause to be included, in the Project's construction contract, such requirements for insurance coverage and performance bonds by the Project's construction contractor as City deems adequate to indemnify City, Contractor, and other concerned parties against claims for damages and to insure compliance of work performance and materials with Project requirements.

#### **ARTICLE 9. PAYMENT.**

- 9.1 City will pay Contractor for services and expenses in accordance with the Fee Schedule as found in Attachment B as part of the Scope of Services. Contractor's invoices will be presented at the completion of the work or monthly and will be payable upon receipt. Payment is due upon presentation of invoice and is past due thirty (30) days from invoice date. City shall give prompt written notice of any disputed amount and shall pay the remaining amount.
- 9.2 Contractor shall be paid in full for all services under this Agreement, including City authorized overruns of the Project budget or unforeseen need for Contractor's services exceeding the original Scope of Services.
- 9.3 **TRAVEL; EXPENSES**  
 City shall reimburse reasonable expenses, including travel and meals, when specified in the Scope of Services, but only in accordance with the City's Travel and Expense Policy and Procedures Manual. The maximum amount will be applied as of the date of travel and as listed in the per diem reimbursement rates on the "CONUS" website developed by the United States General Services Administration, located at [www.gsa.gov](http://www.gsa.gov) [click on 'per diem rates' under the 'etools' category].

**ARTICLE 10. MISCELLANEOUS PROVISIONS**

- 10.1 **EQUAL EMPLOYMENT OPPORTUNITY.** In connection with this Agreement and the Project, City and Contractor shall not discriminate against any employee or applicant for employment because of race, color, sex, national origin, disability or marital status. City and Contractor will take affirmative action to ensure that the contractor used for the Project does not discriminate against any employee and employees are treated during employment without regard to their race, age, religion, color, gender, national origin, disability or marital status. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- 10.1.1 Contractor shall insert the foregoing provision in all contracts relating to this Project.
- 10.2 **TITLE VI – CIVIL RIGHTS ACT OF 1964.** City and Contractor shall comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d), 49 C.F.R., Part 21, and related statutes and regulations.
- 10.2.1 Contractor shall insert the foregoing provision in all contracts relating to this Project.
- 10.3 **NO THIRD PARTY RIGHTS CREATED.** City and Contractor each binds itself and its successors, executors, administrators, permitted assigns, legal representatives and, in the case of a partnership, its partners, to the other party to this Agreement and to their successors, executors, administrators, permitted assigns, legal representatives and partners of such other party in respect to all provisions of this Agreement. The Services provided for in this Agreement are for the sole use and benefit of City and Contractor. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than City and Contractor.
- 10.4 **WARRANTIES/LIMITATION OF LIABILITY/WAIVER.** City reserves all rights afforded to local governments under law for all general and implied warranties. City does not waive any rights it may have to all remedies provided by law and therefore any attempt by Contractor to limit its liability shall be void and unenforceable.

**ARTICLE 11. EXTENT OF AGREEMENT:**

- 11.1 **APPLICABLE LAW/CHOICE OF FORUM AND VENUE.** This Agreement is made under and will be construed in accordance with the laws of the State of Tennessee without giving effect to that state's choice of law rules. The parties' choice of forum and venue shall be exclusively in the courts of Williamson County, Tennessee. Any provision of this

Agreement held to violate a law or regulation shall be deemed void, and all remaining provisions shall continue in force.

- 11.2 **ENTIRE AGREEMENT.** This Agreement, including these terms and conditions, represent the entire Agreement between City and Contractor for this Project and supersedes all prior negotiations, representations or agreements, written or oral. This Agreement may be amended only by written instrument signed by City and Contractor.

**ARTICLE 12. DISPUTE RESOLUTION, BREACH.**

- 12.1 If a dispute should arise relating to the performance of or payment for the Services under this Agreement, the aggrieved party shall notify the other party of the dispute within a reasonable time after such dispute arises. During the pendency of any dispute, the parties shall continue diligently to fulfill their respective obligations hereunder. No arbitration or mediation shall be required as a condition precedent to filing any legal claim arising out of or relating to this Agreement. No arbitration or mediation shall be binding.
- 12.2 **BREACH.** Upon deliberate breach of the Agreement by either party, the non-breaching party shall be entitled to terminate the Agreement with notice, with all of the remedies it would have in the event of termination, and may also have such other remedies as it may be entitled to in law or in equity.

**ARTICLE 13. SURVIVAL.**

The provisions contained in this Professional Services Agreement shall survive the completion of or any termination of the Agreement, contract or other document to which it may accompany or incorporate by reference or which subsequently may be modified, unless expressly excepted from this Article upon consent of both parties.

BY: \_\_\_\_\_  
Contractor's Signature  
TITLE: \_\_\_\_\_  
Date: \_\_\_\_\_

BY: \_\_\_\_\_  
Dr. Ken Moore  
Mayor  
Date: \_\_\_\_\_

Approved as to Form:

\_\_\_\_\_  
Tiffani M. Pope, Staff Attorney

## **Attachment "A"** **SCOPE OF WORK**

Revere Control Systems, Inc. ("Contractor") will provide complete, comprehensive turnkey services including but not limited to configuration, maintenance, repair and replacements, diagnostics, administration, programming, upgrades, documentation and training for all included systems and software to City of Franklin("Owner") as defined herein.

Time, system reliability, and functionality are of the essence. The purpose of this contract is to ensure continuous and reliable operation of the system and all components and to meet all regulatory requirements.

Visits to the sites to correct deficiencies under warranty shall not be included in this preventive maintenance service contract.

### **1. SYSTEM COVERAGE**

- A. System coverage will include but will not be limited to the Water Distribution and Collection System SCADA Improvements furnished under COF Contract No. 2016-S6
- B. Facilities will be included as they are identified.  
Master Station at the Public Works facility  
Site RTU and repeater Sites
- C. Technology components related to the Owner's facilities include, but are not limited to the following:  
PLC Hardware Systems  
HMI and/or OIT Applications  
Routers and Switches  
Radio Telemetry Systems and Diagnostic Software  
Trihedral SCADA Software and Application  
RTU Control Panel
- D. Note that the Owner has "SupportPlus" services for VTSCADA software with Trihedral. Contractors services shall not overlap or duplicate any Trihedral services.
- E. Complete Natchez Trace Metering Vault Monitoring. A value of \$9,170 shall be deducted from COF Contract No. 2014-0288 and added to this contract to complete the work for this site. The scope of work includes the following:
  - 1) Completing conduit entries into the Harpeth Valley Utilities District RTU panel
  - 2) Furnishing and pulling signal cabling in the existing conduit between the panels
  - 3) Terminating signal cabling
  - 4) Conducting field verification testing
  - 5) Updating record documentation

### **2. SYSTEM ADMINISTRATION SERVICES**

- A. The Contractor will provide complete, comprehensive, turn-key service; including (but not limited to) configuration, maintenance, repair and replacements, diagnostics, administration, programming, upgrades, documentation, and training for all included systems and software.
- B. The Contractor will provide support services via remote Internet connection to troubleshoot and/or resolve issues if possible. The Owner will provide and maintain

an Internet connection for this purpose. It is understood that the equipment for this connection may be provided by Revere as part of the Preventive Maintenance Contract.

- C. The Contractor will provide software support and programming that may be required. This will include (but will not be limited to) software installation and support, database creation and configuration, programming of any required data entry screens, any required reports, and any other required work.
- D. Documentation of the service visit will be provided to the Owner in the format of a Revere Service Report. The Service Report will accompany the pay application and/or invoice to reflect the services provided.
- E. The Contractor will maintain comprehensive documentation of all work done during each scheduled monthly visit. This will include (but will not be limited to) problem logs, system error logs, system performance logs, and change management logs. The format of this documentation will be determined in conjunction with the Owner's Representative. The Contractor will develop, in conjunction with Utilities personnel, and provide any reports the Owner deems necessary to adequately monitor the status of the systems and the work performed.
- F. The Contractor will be required to coordinate and provide any training necessary for Owner personnel to understand and operate any aspect of all included systems and software.

### 3. SYSTEMS AND SOFTWARE MAINTENANCE, UPDATES, AND MODIFICATION

- A. The Contractor shall work to ensure reliability, functionality, and timeliness. The Contractor shall ensure all systems are properly functioning before leaving the site. The Contractor will be responsible for making any required changes and/or modifications to (but not limited to) the following systems noted under item 1, above.
- B. The Contractor will provide any necessary assistance to provide for system additions such as (but not limited to) adding systems to SCADA.
- C. The Contractor will provide all necessary installation, configuration, diagnostics, troubleshooting, programming, modification, and any other necessary work whether online or offline, for all systems and software including PLC software.
- D. The Contractor will coordinate and document all warranty work for all included systems.
- E. The Contractor will provide any necessary licenses for all software furnished by the Contractor under this Contract. The Contractor shall maintain at a designated Owner location a complete inventory of all licenses.
- F. The Owner's Representative shall authorize the acquisition of all commodities, hardware and software additions, replacements, and upgrades.
- G. The Contractor will establish and maintain the capability for remote system support. This support will include VPN access to the system(s). This support will also include (but will not be limited to) telephone and email support by qualified Contractor personnel charges at the same rates as onsite service.

#### 4. PREVENTIVE MAINTENANCE SUPPORT

- A. The contractor shall schedule 2 preventative maintenance visits by qualified service personnel.
- B. Each preventive maintenance visit shall include the following:
- 1) Visual inspection and cleaning of Revere panels
  - 2) Replace corrosion inhibitors
  - 3) Check antenna, cabling and connectors. Coordinate needed repairs with the City
  - 4) Verify correct operation (e.g., verify cellular is working, verify radio connection and proper operation, trip alarms to verify they are working, etc.)
  - 5) Verify current versions of application software backups

#### 5. EMERGENCY SUPPORT

Timely and comprehensive emergency response to failures in the SCADA system is critical. Failure of the Contractor to respond shall be grounds for termination.

- A. The Contractor shall establish a communication response procedure to ensure a response and acknowledgement of an Emergency within two (2) hours of being contacted by the Owner. The Contractor shall actively be working to resolve/fix any Emergency (as declared by the Owner's Representative) within 24 hours of Declaration of Emergency. The Owner's Representative or designated representative shall have sole authority to declare an Emergency. Upon Declaration of Emergency the Contractor shall provide the following:
- i. Telephone assistance services from the technical support hotline with qualified personnel shall be available to assist Owner personnel 24 hours a day, 7 days per week. The technical support hotline is manned by technical specialists that will make assessment of the telephone request and determine appropriate action. Examples of appropriate actions are as follows:
    - Assist owner personnel to resolve problem.
    - Dispatch Systems Technician or Engineer to perform on site repair.
    - Procure parts as required.
    - Initiate contact with the Systems Engineer to provide engineering level assistance.
  - ii. Communication via e-mail shall be available
  - iii. Professional emergency support shall be available on site within twenty-four (24) hours of notice.
  - iv. Control Systems Technician shall be on site within eight (8) hours of notice with necessary troubleshooting and calibration equipment to accomplish the emergency repairs or identify necessary actions and procurements required to resolve the emergency.

B. As noted under item 1.D. above, the Owner has "SupportPlus" services with Trihedral. These services include 24/7 Emergency Support. Contractors Services shall not overlap or duplicate Trihedral emergency services.

#### 6. Natchez Trace Metering Vault Completion

#### 7. PERSONNEL QUALIFICATION

Contractor personnel shall possess the following minimum qualifications;

##### A. SYSTEM ENGINEER



The System Engineer shall be proficient in developing and implementing water and wastewater solutions with the HMI Software and its core modules. Ability to configure PLC drivers and set up the HMI Software for client-server applications.

B. FIELD SERVICE TECHNICIAN

The Field Service Technician shall be proficient with process control equipment including control panel devices, radio equipment. The Technician shall be sufficiently skilled so as to provide support in the field to troubleshoot electrical panels and to help fix problems.

C. PERSONNEL ASSIGNED

The Owner is sensitive to continuity of experiences and changes in Contractor personnel described above must be approved by the Owner's Representative prior to working on this contract. Failure to maintain personnel capable of performing the required duties shall be grounds for termination.

8. GENERAL

- A. The Owner shall pay only one contractual rate per individual per visit.
- B. The Contractor shall maintain and store any and all required reports, drawings, records, backups, and any other documentation required by this contract at a location designated by the Owner. The Contractor shall maintain working copies at the Contractor's location as required supplying remote support on the system.
- C. All Emergency Support work shall be coordinated with and authorized by the Owner's Representative or a designated representative. The Owner's Representative or designated representative will determine what constitutes "Emergency Support" and shall make that differentiation when contact is made with Contractor.
- D. All non-Emergency Support must be authorized in writing by the Owner's Representative prior to performance of the work to be eligible for reimbursement.

9. PROCUREMENT

- A. The Contractor shall provide all required parts, supplies, materials, software, licenses, hardware, third party service, and any other materials, as per written estimate, to accomplish all work. The cost of these items shall be paid on a cost plus 20% as outlined in Attachment "B", Section 3. A copy of the Contractor's invoice(s) from his supplier for such parts, supplies, and materials shall be submitted with the Contractor's invoice for payment. Revere Control System proprietary parts will be provided at published prices with no markup. Parts, supplies, materials, and any other items shall comply with the manufacturer's specifications and standards.
- B. If requested by the Owner, the Contractor shall provide fixed price quotations for materials, engineering, plant services, or on-site services. This does not relieve the Contractor of the requirement to provide the required backup.
- C. All items procured and incorporated in the work or accepted as spare parts by the Owner will become the property of the Owner.

10. ADDITIONAL LABOR AND OTHER EXPENSES

Any and all labor or other costs required in excess of those itemized herein will be at standard rates and must be pre-approved by the Owner in writing.

11. OTHER VENDORS

The Contractor intends to provide the services requested by the Owner. However, the Contractor reserves the right to utilize other vendors in such cases that specific technical expertise is required. Subcontractors and vendors must be pre-approved by the Owner. Markup shall not exceed 10%.

**ATTACHMENT "B"**  
**PRICING**  
**REVERE CONTROL SYSTEMS RATES**

The following hourly rates will be charged for services provided including onsite support as well as telephone/remote support.

Labor Category	Regular Working Hours	After-Hours, Weekends, and Holidays
Project Manager	\$ 160.00 / Hour	N/A
Project Engineer/Specialist	\$ 130.00 / Hour	N/A
Senior Project Engineer/Specialist	\$ 145.00 / Hour	N/A
Field Service Technician	\$ 105.00 / Hour	\$ 155.00 / Hour
CAD Designer/Operator	\$ 75.00 / Hour	N/A

Materials/Equipment Markup: 15% Including Freight

Per Hour cost starts when contractor initiates travel to customer location. Travel expenses and meals shall be paid at cost. The GSA Standard rate for mileage will apply. Hotel and meal costs shall not exceed GSA standard rates. All travel expenses shall be paid pursuant to the City of Franklin Travel Policy. Travel expenses are included in the lump sum fee.

Materials / Equipment purchases shall be proposed to the Owner for review prior to purchase. The Owner reserves the right to procure and provide the materials to the contractor when it is cost effective for the Owner and does not interfere with work progress.

The Owner will be charged monthly for labor utilized and for business expenses related to the labor. Labor and expenses to be included in the billable hourly services include, but are not limited to:

- Revere Personnel including Systems Engineer(s), Field Service Technicians, etc.
- Scheduled on-site service trips
- Remote support services
- Emergency on-site service trips
- Owner will be billed for on-site time and expenses
- Equipment, Software, Repairs, Subcontractors

Work will only be performed and invoiced as authorized by the Owner's designated representatives against the contract budget.

**Budget and Schedule**

This contract is for a one-year period beginning at the signing date of the contract. Preventative maintenance events shall be performed for a lump sum fee of \$6,000.00 per event plus cost for any replacement materials or parts, and an allowance of \$30,000.00 is established for all other services, which will be invoiced on a time and material basis. Completion of the Natchez Trace Metering Vault shall be performed for a lump sum fee of \$9,170.00. The total budget for this contract will be FIFTY ONE THOUSAND ONE HUNDRED SEVENTY and 00/100 Dollars \$51,170.00.

**ATTACHMENT "C"**  
**PROJECT MANAGER RESPONSIBILITIES**

The following responsibilities are assigned to Revere's Project Manager to provide support for the Owner.

1. 24/7 Single point of contact for emergency service and support requests. Revere's main telephone number provides access to a receptionist during regular working hours and an automated attendant after hours. With the automated attendant, a message can be left and the system will locate a resource that will contact the customer for further information. We will acknowledge an emergency support call within two (2) hours of receiving the call. The Project Manager can also be contacted via their direct cell phone number at any time (regular working or after hours) if so desired.
2. 8:00 AM to 5:00 PM Central Time Single point of contact for all routine service and support requests as well as for all business aspects pertaining to the maintenance Contract.
3. Ensure availability of Field Service Technician for onsite response within 24 hours from identification of the need to dispatch.
4. Ensure availability of the Systems Engineer for onsite response within 24 hours from identification of the need to dispatch.
5. Schedule backup technical resources as required.
6. Coordinate third parties and sub-contractors as necessary, to include reporting and filing requirements of the Owner, and purchasing.