

**PROFESSIONAL SERVICES AGREEMENT BETWEEN  
PERCEPTIVE CONTROLS, INC.  
AND THE CITY OF ANN ARBOR  
FOR WASTEWATER TREATMENT PLANT TERTIARY PLC REPLACEMENT PROJECT**

This agreement ("Agreement") is between the City of Ann Arbor, a Michigan municipal corporation, having its offices at 301 E. Huron St. Ann Arbor, Michigan 48104 ("City"), and Perceptive Controls, Inc. ("Contractor"), a(n) Michigan Corporation, with its address at 140 E. Bridge Street, Plainwell, Michigan 49080. City and Contractor are referred to collectively herein as the "Parties." The Parties agree as follows:

**I. DEFINITIONS**

Administering Service Area/Unit means Public Services Area / Wastewater Treatment Services Unit.

Contract Administrator means Keith Sanders, acting personally or through any assistants authorized by the Administrator/Manager of the Administering Service Area/Unit.

Deliverables means all Plans, Specifications, Reports, Recommendations, and other materials developed for and delivered to City by Contractor under this Agreement.

Project means Tertiary PLC Replacement Project.

**II. DURATION**

Contractor shall commence performance on \_\_\_\_\_, 2022 ("Commencement Date"). This Agreement shall remain in effect until satisfactory completion of the Services specified below unless terminated as provided for in Article XI. The terms and conditions of this Agreement shall apply to the earlier of the Effective Date or Commencement Date.

**III. SERVICES**

- A. The Contractor agrees to provide: Process control system construction, programming, and startup services in connection with the Project as described in Exhibit A. The City retains the right to make changes to the quantities of service within the general scope of the Agreement at any time by a written order. If the changes add to or deduct from the extent of the services, the compensation shall be adjusted accordingly. All such changes shall be executed under the conditions of the original Agreement.

- B. Quality of Services under this Agreement shall be of the level of quality performed by persons regularly rendering this type of service. Determination of acceptable quality shall be made solely by the Contract Administrator.
- C. The Contractor shall perform its Services for the Project in compliance with all statutory, regulatory, and contractual requirements now or hereafter in effect as may be applicable to the rights and obligations set forth in the Agreement. The Contractor shall also comply with and be subject to the City of Ann Arbor policies applicable to independent contractors
- D. The Contractor may rely upon the accuracy of reports and surveys provided to it by the City (if any) except when defects should have been apparent to a reasonably competent professional or when it has actual notice of any defects in the reports and surveys.

#### **IV. INDEPENDENT CONTRACTOR**

The Parties agree that at all times and for all purposes under the terms of this Agreement each Party's relationship to any other Party shall be that of an independent contractor. Each Party will be solely responsible for the acts of its own employees, agents, and servants. No liability, right, or benefit arising out of any employer/employee relationship, either express or implied, shall arise or accrue to any Party as a result of this Agreement.

Contractor does not have any authority to execute any contract or agreement on behalf of the City, and is not granted any authority to assume or create any obligation or liability on the City's behalf, or to bind the City in any way.

#### **V. COMPENSATION OF CONTRACTOR**

- A. The Contractor shall be paid in the manner set forth in Exhibit B. Payment shall be made monthly, unless another payment term is specified in Exhibit B, following receipt of invoices submitted by the Contractor, and approved by the Contract Administrator.
- B. The Contractor will be compensated for Services performed in addition to the Services described in Article III, only when the scope of and compensation for those additional Services have received prior written approval of the Contract Administrator.
- C. The Contractor shall keep complete records of work performed (e.g. tasks performed, hours allocated, etc.) so that the City may verify invoices submitted by the Contractor. Such records shall be made available to the City upon request and submitted in summary form with each invoice.

#### **VI. INSURANCE/INDEMNIFICATION**

- A. The Contractor shall procure and maintain from the Effective Date or Commencement Date of this Agreement (whichever is earlier) through the conclusion of this Agreement, such insurance policies, including those set forth in Exhibit C, as will protect itself and the City from all claims for bodily injuries, death or property damage that may arise under this Agreement; whether the act(s) or omission(s) giving rise to the claim were made by the Contractor, any subcontractor, or anyone employed by them directly or indirectly. Prior to commencement of work under this Agreement, Contractor shall provide to the City documentation satisfactory to the City, through City-approved means (currently myCOI), demonstrating it has obtained the policies and endorsements required by Exhibit C. Contractor shall add registration@mycoitracking.com to its safe sender's list so that it will receive necessary communication from myCOI. When requested, Contractor shall provide the same documentation for its subcontractor(s) (if any).
- B. Any insurance provider of Contractor shall be authorized to do business in the State of Michigan and shall carry and maintain a minimum rating assigned by A.M. Best & Company's Key Rating Guide of "A-" Overall and a minimum Financial Size Category of "V". Insurance policies and certificates issued by non-authorized insurance companies are not acceptable unless approved in writing by the City.
- C. To the fullest extent permitted by law, Contractor shall indemnify, defend, and hold the City, its officers, employees and agents harmless from all suits, claims, judgments and expenses, including attorney's fees, resulting or alleged to result, from any acts or omissions by Contractor or its employees and agents occurring in the performance of or breach in this Agreement, except to the extent that any suit, claim, judgment or expense are finally judicially determined to have resulted from the City's negligence or willful misconduct or its failure to comply with any of its material obligations set forth in this Agreement.

## VII. COMPLIANCE REQUIREMENTS

- A. Nondiscrimination. The Contractor agrees to comply, and to require its subcontractor(s) to comply, with the nondiscrimination provisions of MCL 37.2209. The Contractor further agrees to comply with the provisions of Section 9:158 of Chapter 112 of the Ann Arbor City Code and to assure that applicants are employed and that employees are treated during employment in a manner which provides equal employment opportunity.

- B. Living Wage. If the Contractor is a “covered employer” as defined in Chapter 23 of the Ann Arbor City Code, the Contractor agrees to comply with the living wage provisions of Chapter 23 of the Ann Arbor City Code. The Contractor agrees to pay those employees providing Services to the City under this Agreement a “living wage,” as defined in Section 1:815 of the Ann Arbor City Code, as adjusted in accordance with Section 1:815(3); to post a notice approved by the City of the applicability of Chapter 23 in every location in which regular or contract employees providing services under this Agreement are working; to maintain records of compliance; if requested by the City, to provide documentation to verify compliance; to take no action that would reduce the compensation, wages, fringe benefits, or leave available to any employee or person contracted for employment in order to pay the living wage required by Section 1:815; and otherwise to comply with the requirements of Chapter 23.

### **VIII. WARRANTIES BY THE CONTRACTOR**

- A. The Contractor warrants that the quality of its Services under this Agreement shall conform to the level of quality performed by persons regularly rendering this type of service.
- B. The Contractor warrants that it has all the skills, experience, and professional licenses (if applicable) necessary to perform the Services pursuant to this Agreement.
- C. The Contractor warrants that it has available, or will engage, at its own expense, sufficient trained employees to provide the Services pursuant to this Agreement.
- D. The Contractor warrants that it has no personal or financial interest in the Project other than the fee it is to receive under this Agreement. The Contractor further certifies that it shall not acquire any such interest, direct or indirect, which would conflict in any manner with the performance of the Services it is to provide pursuant to this Agreement. Further Contractor agrees and certifies that it does not and will not employ or engage any person with a personal or financial interest in this Agreement.
- E. The Contractor warrants that it is not, and shall not become overdue or in default to the City for any contract, debt, or any other obligation to the City including real and personal property taxes. Further Contractor agrees that the City shall have the right to set off any such debt against compensation awarded for Services under this Agreement.
- F. The Contractor warrants that its proposal for services was made in good faith, it arrived at the costs of its proposal independently, without consultation, communication or agreement, for the purpose of restricting completion as to any matter relating to such fees with any competitor for these Services; and no attempt has been made or shall be made by the Contractor to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.

- G. The person signing this Agreement on behalf of Contractor represents and warrants that she/he has express authority to sign this Agreement for Contractor and agrees to hold the City harmless for any costs or consequences of the absence of actual authority to sign.

**IX. OBLIGATIONS OF THE CITY**

- A. The City agrees to give the Contractor access to the Project area and other City-owned properties as required to perform the necessary Services under this Agreement.
- B. The City shall notify the Contractor of any defects in the Services of which the Contract Administrator has actual notice.

**X. ASSIGNMENT**

- A. The Contractor shall not subcontract or assign any portion of any right or obligation under this Agreement without prior written consent from the City. Notwithstanding any consent by the City to any assignment, Contractor shall at all times remain bound to all warranties, certifications, indemnifications, promises and performances, however described, as are required of it under the Agreement unless specifically released from the requirement, in writing, by the City.
- B. The Contractor shall retain the right to pledge payment(s) due and payable under this Agreement to third parties.

**XI. TERMINATION OF AGREEMENT**

- A. If either party is in breach of this Agreement for a period of fifteen (15) days following receipt of notice from the non-breaching party with respect to a breach, the non-breaching party may pursue any remedies available to it against the breaching party under applicable law, including but not limited to, the right to terminate this Agreement without further notice. The waiver of any breach by any party to this Agreement shall not waive any subsequent breach by any party.
- B. The City may terminate this Agreement, on at least thirty (30) days advance notice, for any reason, including convenience, without incurring any penalty, expense or liability to Contractor, except the obligation to pay for Services actually performed under the Agreement before the termination date.
- C. Contractor acknowledges that, if this Agreement extends for several fiscal years, continuation of this Agreement is subject to appropriation of funds for this Project. If funds to enable the City to effect continued payment under this Agreement are not appropriated or otherwise made available, the City shall have the right to terminate this Agreement without penalty at the end of the last period for which funds have been appropriated or otherwise made available by giving written notice of termination to Contractor. The Contract Administrator shall give Contractor

written notice of such non-appropriation within thirty (30) days after it receives notice of such non-appropriation.

- D. The provisions of Articles VI and VIII shall survive the expiration or earlier termination of this Agreement for any reason. The expiration or termination of this Agreement, for any reason, shall not release either party from any obligation or liability to the other party, including any payment obligation that has already accrued and Contractor's obligation to deliver all Deliverables due as of the date of termination of the Agreement.

## **XII. REMEDIES**

- A. This Agreement does not, and is not intended to, impair, divest, delegate or contravene any constitutional, statutory and/or other legal right, privilege, power, obligation, duty or immunity of the Parties.
- B. All rights and remedies provided in this Agreement are cumulative and not exclusive, and the exercise by either party of any right or remedy does not preclude the exercise of any other rights or remedies that may now or subsequently be available at law, in equity, by statute, in any agreement between the parties or otherwise.
- C. Absent a written waiver, no act, failure, or delay by a Party to pursue or enforce any rights or remedies under this Agreement shall constitute a waiver of those rights with regard to any existing or subsequent breach of this Agreement. No waiver of any term, condition, or provision of this Agreement, whether by conduct or otherwise, in one or more instances, shall be deemed or construed as a continuing waiver of any term, condition, or provision of this Agreement. No waiver by either Party shall subsequently affect its right to require strict performance of this Agreement.

## **XIII. NOTICE**

All notices and submissions required under this Agreement shall be delivered to the respective party in the manner described herein to the address stated below or such other address as either party may designate by prior written notice to the other. Notices given under this Agreement shall be in writing and shall be personally delivered, sent by next day express delivery service, certified mail, or first class U.S. mail postage prepaid, and addressed to the person listed below. Notice will be deemed given on the date when one of the following first occur: (1) the date of actual receipt; (2) the next business day when notice is sent next day express delivery service or personal delivery; or (3) three days after mailing first class or certified U.S. mail.

If Notice is sent to the CONTRACTOR, it shall be addressed and sent to:

Ryan Fisher, President  
Perceptive Controls, Inc.  
140 E. Bridge Street  
Plainwell, MI 49080

If Notice is sent to the CITY, it shall be addressed and sent to:

City of Ann Arbor  
Brian Steglitz, PE  
(Interim Public Services Area  
Administrator)

301 E. Huron St.  
Ann Arbor, Michigan 48104

With a copy to: The City of Ann Arbor  
ATTN: Office of the City Attorney  
301 East Huron Street, 3<sup>rd</sup> Floor  
Ann Arbor, Michigan 48104

#### **XIV. CHOICE OF LAW AND FORUM**

This Agreement will be governed and controlled in all respects by the laws of the State of Michigan, including interpretation, enforceability, validity and construction, excepting the principles of conflicts of law. The parties submit to the jurisdiction and venue of the Circuit Court for Washtenaw County, State of Michigan, or, if original jurisdiction can be established, the United States District Court for the Eastern District of Michigan, Southern Division, with respect to any action arising, directly or indirectly, out of this Agreement or the performance or breach of this Agreement. The parties stipulate that the venues referenced in this Agreement are convenient and waive any claim of non-convenience.

#### **XV. OWNERSHIP OF DOCUMENTS**

Upon completion or termination of this Agreement, all documents (i.e., Deliverables) prepared by or obtained by the Contractor as provided under the terms of this Agreement shall be delivered to and become the property of the City. Original basic survey notes, sketches, charts, drawings, partially completed drawings, computations, quantities and other data shall remain in the possession of the Contractor as instruments of service unless specifically incorporated in a deliverable, but shall be made available, upon request, to the City without restriction or limitation on their use. The City acknowledges that the documents are prepared only for the Project. Prior to completion of the contracted Services the City shall have a recognized proprietary interest in the work product of the Contractor.

#### **XVI. CONFLICTS OF INTEREST OR REPRESENTATION**

Contractor certifies it has no financial interest in the Services to be provided under this Agreement other than the compensation specified herein. Contractor further certifies that it presently has no personal or financial interest, and shall not acquire any such interest, direct or indirect, which would conflict in any manner with its performance of the Services under this Agreement.

Contractor agrees to advise the City if Contractor has been or is retained to handle any matter in

which its representation is adverse to the City. The City's prospective consent to the Contractor's representation of a client in matters adverse to the City, as identified above, will not apply in any instance where, as the result of Contractor's representation, the Contractor has obtained sensitive, proprietary or otherwise confidential information of a non-public nature that, if known to another client of the Contractor, could be used in any such other matter by the other client to the material disadvantage of the City. Each matter will be reviewed on a case by case basis.

## **XVII. SEVERABILITY OF PROVISIONS**

Whenever possible, each provision of this Agreement will be interpreted in a manner as to be effective and valid under applicable law. However, if any provision of this Agreement or the application of any provision to any party or circumstance will be prohibited by or invalid under applicable law, that provision will be ineffective to the extent of the prohibition or invalidity without invalidating the remainder of the provisions of this Agreement or the application of the provision to other parties and circumstances.

## **XVIII. EXTENT OF AGREEMENT**

This Agreement, together Exhibits A, B, and C, constitutes the entire understanding between the City and the Contractor with respect to the subject matter of the Agreement and it supersedes, unless otherwise incorporated by reference herein, all prior representations, negotiations, agreements or understandings whether written or oral. Neither party has relied on any prior representations, of any kind or nature, in entering into this Agreement. No terms or conditions of either party's invoice, purchase order or other administrative document shall modify the terms and conditions of this Agreement, regardless of the other party's failure to object to such form. This Agreement shall be binding on and shall inure to the benefit of the parties to this Agreement and their permitted successors and permitted assigns and nothing in this Agreement, express or implied, is intended to or shall confer on any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement. This Agreement may only be altered, amended or modified by written amendment signed by the Contractor and the City. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement.

## **XIX. ELECTRONIC TRANSACTION**

The parties agree that signatures on this Agreement may be delivered electronically in lieu of an original signature and agree to treat electronic signatures as original signatures that bind them to this Agreement. This Agreement may be executed and delivered by facsimile and upon such delivery, the facsimile signature will be deemed to have the same effect as if the original signature had been delivered to the other party.

## **XX. EFFECTIVE DATE**

This Agreement will become effective when all parties have signed it. The Effective Date of this Agreement will be the date this Agreement is signed by the last party to sign it.

**[REMAINDER OF PAGE LEFT BLANK; SIGNATURE PAGE FOLLOWS]**



**FOR CONTRACTOR**

By \_\_\_\_\_  
Type Name

Its

Date: \_\_\_\_\_

**FOR THE CITY OF ANN ARBOR**

By \_\_\_\_\_  
Christopher Taylor, Mayor

By \_\_\_\_\_  
Jacqueline Beaudry, City Clerk

Date: \_\_\_\_\_

**Approved as to substance**

\_\_\_\_\_  
Brian Steglitz, Interim Public  
Services Area Administrator

\_\_\_\_\_  
Milton Dohoney Jr., Interim City Administrator

**Approved as to form and content**

\_\_\_\_\_  
Kevin S. McDonald, Interim City Attorney

**EXHIBIT A  
SCOPE OF SERVICES**

**(Insert/Attach Scope of Work & Deliverables Schedule)**



## **Ann Arbor**

### **WWTP Tertiary Filter PLC Replacement Project**

#### **RFP # 22-14**

#### **WORK PLAN**

Your project will follow our well established and published Project Methodology of Project Planning, Development, Implementation, Wrap Up and Support. We know from our experiences that each of these project phases carry equal importance to the satisfaction of the final product for both parties. Below, please find our more detailed descriptions of each phase, as applied to your project:

#### **Project Planning**

A senior engineer with Allen Bradley PLC5 experience will perform a detailed on-site review of the existing system and document the current system.

This will include the following:

- Control system operations and function
- SCADA system operations and function
- Evaluation and of:
  - Instrumentation
  - PLC program
  - Known issues

PCI request that the Ann Arbor team make a member available to review the system with Perceptive Controls engineer(s) during this visit.

Keven Knott will be assigned as your dedicated Project Manager. PCI will also assign an alternative contact person who will be knowledgeable of the project and status.

Communication, cooperation and planning are key to the successful completion of a project. We succeed together. We will provide a weekly status progress report to both the PCI team and the Ann Arbor team. The report will include open-action items that require the support of the Ann Arbor team.

At the project inception, a brief remote video session between the Perceptive team and Ann Arbor teams will be setup to perform full introductions of the parties. The intent is a familiarization of the team members, responsibilities and contact protocols to familiarize and maximize efficiencies moving forward.

Perceptive Controls will also provide a detailed schedule for each step. This schedule will be closely monitored and reported in the weekly status report to assure adherence and visibility of any open issues. As you may be aware, the global supply chain issues are playing a role in the material delivery times, and it is critical that we stay aligned as a team on those issues.

Perceptive Controls will identify those lead times and expedite ordering to mitigate the effects however and whenever possible.



## **Project Development**

- Our Design teams will determine the appropriate hardware for the new control system.
- Allen Bradley ControlLogix 1756-L73 processor with firmware versions 20.1 will be used.
- Each panel will have an ethernet card to communicate with the site/SCADA network.
- Each rack (two racks per system) will have an ethernet card to communicate locally.
- New AUTO CAD Electrical drawings will be produced.
  - The input and output wiring will reference the new control system standard.
  - The wiring number for the original field devices will be included on the drawings.
- Design and hardware submittal will be delivered to the City of Ann Arbor for approval.
- The PCI team will work with the Ann Arbor plant team to create a programming strategy.
- The original PLC code will be review as part of the strategy review.
  - The original PLC 5 programming will not be converted for uses in the new system.
- The new program will utilizing ControlLogix standard programming method and tags.
- Program tags will follow a common theme for devices and operations.
- All tags will have clear discretion.
- City of Ann Arbor specifications if provided will be followed.
- FactoryTalk View SE v.12 and PlantPAX 3.0 will be used to update the SCADA system.
- The newly created ControlLogix program tags will be update in the FactoryTalk View SE.
- The FactoryTalk View SE program will be pre-programs in four stages.
  - This will be in the order of system installations.
  - The FactoryTalk View SE program will be updated with each installation phase.
- The new PLC systems will be setup and bench tested with the new program.
  - This will include testing every I/O point, Analog scaling and communication between processors as needed. In conjunction with the PLC system test.
- The updated FactoryTalk View SE program will run on a PCI computer and be fully verified.
- PCI will develop a documented plan for the factory acceptance test.
- The Plan will be submitted to Ann Arbor for approval.
- This step will confirm the system and minimize any issues arising at startup.
- Ann Arbor personal are welcome and encouraged to monitor and assist in the factory acceptance test.

## **Project Implementation**

- Installation timing will be coordinated with Ann Arbor WWTP.
- The installation and startup will take place in 4 phases.
  - Phase 1 will replace PLC-CP70.
  - Phase 2 – 4 will replace the filter control panels one at a time.
  - Perceptive Controls will coordinate with Ann Arbor to determine the best sequence.
- Demolition of the existing control system:
  - For each control system the PLC5 control racks will be removed complete.
  - The input and output wiring will be de-terminated at the terminal strip.
  - The controller will be removed with cards in the rack and the wires will remain intact. This in the unlikely event that there is a problem that cannot be overcome.
- Perceptive Controls will have the appropriate team on-site to be successful.



- It is understood that at a minimum 6 of the 12 Tertiary Filters must remain in service.
- It is understood that the system downtime is limited to 8 hours for the 3 filter panels and 12 hours for CP10.
- Hardware upgrade for each system will be performed by two experienced electrical and controls installers.
- One installer will be a senior level controls engineer. Each will work on one side of the panel. This will minimize down time.
- For at least the first phase a third SCADA/controls engineer will be on-site to support the SCADA system.
- Hardware will be delivered at time of installation.
- The existing HMI touch screens will be removed and a cover plate will be installed.
- Perceptive Controls utilizes a hard template to locate the mounting holes for ControlLogix PLC Rack.
  - This increases the accuracy, reduces installation time.
  - The area below the drilling and taping will be covered to prevent savings.
  - The area will be vacuumed clean. All areas of work will be cleared each day.
- The PLC hardware will be pre-staged, pre-wired and labeled to reduce down time and decrease the possibility of wiring errors.
- New wire terminal will be installed for the associated Inputs and Outputs.
- Wire number plates will be installed on the new terminals.
- For analog inputs and outputs a 3 tier block with ground terminal will be used (standard blocks will be used if desired by Ann Arbor).
- PCI will develop a documented plan for the Site acceptance test.
- The Plan will be submitted to Ann Arbor for approval.
  - This step will confirm the system operations.
  - Ann Arbor personal will be required to assist in the site acceptance test.
- A punch list will be developed and issues corrected to the satisfaction of the Ann Arbor team.

### **Project Wrap Up**

Perceptive Controls will work with the Ann Arbor team on creating and completing a punch list.

Perceptive Controls will conduct a wrap up meeting with the Ann Arbor team.

Perceptive Controls will provide the following documentation

- Electrical Control drawings (AutoCAD DWG, PDF electronic and hard copies)
- PLC programs for each system (Program File PDF electronic print)
- Factory Talk View SE (Program File)
- Hardware documentation
- Project documentation

### **Project Support**

Perceptive Controls will be there for you after the closing of the project. Our team is available for questions and support. We keep project documentation on our server so any of our team have access and can support you such that your team is never in the position of having to wait for the right person.

We are in this together with you to develop a long-term relationship.



**Perceptive Protect** is available for this system. We can discuss with you the details and pricing.

**Perceptive Protect** is a reliability centered plan catered to your needs where we perform appropriate periodic maintenance on your systems. This can include verifying system hardware, program functionality, cleaning of panels, checking and tightening wire terminals, general preventative maintenance. It can also include time for program modification. At project conclusion we will discuss options with your team regarding a plan that can be scaled to your needs.

**Project Schedule**

Award of job	
On-site inspection	within 7 business days of award
Ordering long lead time	within 3 business days of on-site inspection lead time items. We will confirm approval of I/O cards that have a long lead time
Design submittal	6-8 weeks after on-site inspection
System plan	4-6 weeks after on-site inspection
Programming PLC	8 weeks after design approval
Programming SCADA	8 weeks after design approval
Pre-stage controllers	8 weeks after design approval, dependent on delivery of components
FAT Documents	8 weeks after design approval
FAT	Dependent on delivery of components
On-site installation 1	1 week after FAT, coordinate with Ann Arbor WWTP
On-site installation 2	Following system 1, coordinate with Ann Arbor WWTP
On-site installation 3	Following system 2, coordinate with Ann Arbor WWTP
On-site installation 4	Following system 3, coordinate with Ann Arbor WWTP

**EXHIBIT B  
COMPENSATION**

General

Contractor shall be paid for those Services performed pursuant to this Agreement inclusive of all reimbursable expenses (if applicable), in accordance with the terms and conditions herein. The Compensation Schedule below/attached states nature and amount of compensation the Contractor may charge the City:

(insert/Attach Negotiated Fee Arrangement)



March 2022

**Subject: Proposal Q2022 Ann Arbor WWTP Tertiary Filter PLC Replacement Project  
RFP #22-14**

City of Ann Arbor WWTP Headworks Improvements Project No. 20190321

Perceptive Controls will provide a ControlLogix PLC system to replace the PLC 5 control system per RFP #22-14 and Addendum 1.

PLC Control systems to be updated.

CP-70 Updated to ControlLogix 1756-L73 control system.

FPP-A Updated to ControlLogix 1756-L73 control system.

FPP-B Updated to ControlLogix 1756-L73 control system.

FPP-C Updated to ControlLogix 1756-L73 control system.

Services by Perceptive Controls

- Engineering, Design and Submittals
- Project plan and project management
- Electrical Schematics
- PLC and HMI programming
- System installation
- Commissioning
- After startup support
- Project closeout and documentation

The existing HMI displays will be removed and the hole covered.

New electrical terminals will be installed for all wiring from the PLC's.

New electrical wire from the PLC to the new electrical terminals.

<u>Schedule of Values</u>	<u>Percentage of Contract Value</u>
Mobilization	20%
Control System Design Submittal	53%
Factory Acceptance Test	5%
Startup Control System 1	5%
Startup Control System 2	5%
Startup Control System 3	5%
Startup Control System 4	5%
As-Built Drawings, PLC, HMI, Documentation After Substantial Completion	2%

Perceptive Controls Inc. expects a 15% profit in hardware supplied. Standard PCI rate sheet attached.

**Total System Price: \$272,750.00**

Sales tax not included.

Regards,

Senior Project Manager

kknott@perceptivecontrols.com

Cell (269) 665-6655 | Office (269) 685-3040





# WE DELIVER CONTROL AND INSIGHT FOR INDUSTRIAL AND MUNICIPAL MACHINES AND PROCESSES

Normal Engineering Hours are Monday-Friday between 7:00am and 5:00pm  
Excludes PCI observed holidays

## ENGINEERING RATES

Do you have a large scale project or need to get a number of projects done? PCI has special rates depending on scale of project(s). Please inquire to find out more.

Process-PLC based Engineering, Design and/or Programming base rate:	\$135	Hour
Tier 2 Projects	\$125	Hour
Computer-Based Engineering, Design and Programming base rate:	\$150	Hour
Tier 2 Projects	\$143	Hour
Auto-Cad Schematic & Drawing services base rate:	\$85	Hour
Tier 2 Projects	\$80	Hour

After-hours Engineering Service Rates		
Monday-Friday outside normal hours		Base Rate * 1.3
Weekends		Base Rate * 1.5
Holidays		Base Rate * 2.0

Travel Rates		
Standard Travel Rate	\$95	Hour
Overtime and Weekend Travel Rate		Base Rate

## TRAVEL & LIVING EXPENSES

Mileage	\$ .70/ Mile
Meal Allowance/Per Diem	\$65/ Day
Travel Expenses Billed 10% over cost	Cost + 10%

## CONDITIONAL CHARGES & FEES

Emergency Onsite Mobilization	\$350 Per Call
Includes first hour.	
Emergency Remote Programming	\$225 Per Call
Includes first hour.	

## STANDARD TERMS

Orders less than \$5,000 US (unless otherwise agreed)	Net 15 Days
Orders over \$5,000 US	Net 30 Days
Orders may be subject to a 50% up front payment & 50% upon delivery	

## CONTRACTED SERVICES

For years, PCI has offered contract services to our customers. Our contract services offer increased system reliability, reduced rates on services and other benefits. If interested, please contact to discuss the benefits to see if contracted services is right for you.

Rates are effective 01/01/2022 to 12/31/2022. PCI reserves the right to adjust rates to accommodate fluctuating market conditions.

ALL INFORMATION IN THIS PROPOSAL IS CONFIDENTIAL AND HAS BEEN PREPARED FOR YOUR USE SOLELY IN CONSIDERATION OF THE APPLICATIONS DISCUSSED. TRANSMISSION OF ALL OR ANY PART OF THIS INFORMATION TO OTHERS OR USE BY YOU FOR OTHER PURPOSES IS UNAUTHORIZED WITHOUT WRITTEN CONSENT.

### Process-PLC based Engineering, Design and/or Program

<b>Base Engineering calculated rate</b>	<b>\$135.00 hour</b>
Under 80 hours total, tier 1.	\$135.00 hour
Over 80 hours, under 200 hours total, tier 2.	\$125.00 hour
Over 200 hours total, large and multiple projects.	TBD hour
Travel	\$95.00 hour

### Computer-Based Engineering (SCADA, Server, Archestra) & Batch Engineering, Design and Programming.

<b>Base Engineering calculated rate</b>	<b>\$150.00 hour</b>
Under 80 hours total, tier 1.	\$150.00 hour
Over 80 hours, under 200 hours total, tier 2.	\$143.00 hour
Over 200 hours total, large and multiple projects.	TBD hour
Travel	\$95.00 hour

### Auto-Cad based Schematic and Drawing work

<b>Base Engineering calculated rate</b>	<b>\$85.00 hour</b>
Under 80 hours total, tier 1.	\$85.00 hour
Over 80 hours, under 200 hours total, tier 2.	\$80.00 hour
Over 200 hours total, large and multiple projects.	TBD hour

### Additional Services and Fees

Mobilization fee for service calls during normal business hours	\$350.00 Each
Un-planned remote programming fee during normal business hours	\$225.00 Each

### Contract Services

Site readiness and support Contract.	TBD
Onsite Support Contract	TBD

**EXHIBIT C  
INSURANCE REQUIREMENTS**

From the earlier of the Effective Date or the Commencement Date of this Agreement, and continuing without interruption during the term of this Agreement, Contractor shall have, at a minimum, the following insurance, including all endorsements necessary for Contractor to have or provide the required coverage.

- A. The Contractor shall have insurance that meets the following minimum requirements:
1. Professional Liability Insurance or Errors and Omissions Insurance protecting the Contractor and its employees in an amount not less than \$1,000,000.
  2. Worker's Compensation Insurance in accordance with all applicable state and federal statutes. Further, Employers Liability Coverage shall be obtained in the following minimum amounts:  
  
Bodily Injury by Accident - \$500,000 each accident  
Bodily Injury by Disease - \$500,000 each employee  
Bodily Injury by Disease - \$500,000 each policy limit
  3. Commercial General Liability Insurance equivalent to, as a minimum, Insurance Services Office form CG 00 01 04 13 or current equivalent. The City of Ann Arbor shall be an additional insured. There shall be no added exclusions or limiting endorsements that diminish the City's protections as an additional insured under the policy. Further, the following minimum limits of liability are required:  
  
\$1,000,000 Each occurrence as respect Bodily Injury Liability or Property Damage Liability, or both combined  
\$2,000,000 Per Project General Aggregate  
\$1,000,000 Personal and Advertising Injury
  4. Motor Vehicle Liability Insurance equivalent to, as a minimum, Insurance Services Office form CA 00 01 10 13 or current equivalent. Coverage shall include all owned vehicles, all non-owned vehicles and all hired vehicles. There shall be no added exclusions or limiting endorsements that diminish the City's protections as an additional insured under the policy. Further, the limits of liability shall be \$1,000,000 for each occurrence as respects Bodily Injury Liability or Property Damage Liability, or both combined.
  5. Umbrella/Excess Liability Insurance shall be provided to apply in excess of the Commercial General Liability, Employers Liability and the Motor Vehicle coverage enumerated above, for each occurrence and for aggregate in the amount of \$1,000,000.

- B. Insurance required under A.3 and A.4 above shall be considered primary as respects any other valid or collectible insurance that the City may possess, including any self-insured retentions the City may have; and any other insurance the City does possess shall be considered excess insurance only and shall not be required to contribute with this insurance. Further, the Contractor agrees to waive any right of recovery by its insurer against the City for any insurance listed herein.
- C. Insurance companies and policy forms are subject to approval of the City Attorney, which approval shall not be unreasonably withheld. Documentation must provide and demonstrate an unconditional and unqualified 30-day written notice of cancellation in favor of the City of Ann Arbor. Further, the documentation must explicitly state the following: (a) the policy number(s); name of insurance company; name(s), email address(es), and address(es) of the agent or authorized representative; name and address of insured; project name; policy expiration date; and specific coverage amounts; (b) any deductibles or self-insured retentions, which may be approved by the City in its sole discretion; (c) that the policy conforms to the requirements specified. Contractor shall furnish the City with satisfactory certificates of insurance and endorsements prior to commencement of any work. If any of the above coverages expire by their terms during the term of this Agreement, the Contractor shall deliver proof of renewal and/or new policies and endorsements to the Administering Service Area/Unit at least ten days prior to the expiration date.