

**AGREEMENT FOR SERVICES
BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
HSQ TECHNOLOGY**

PREAMBLE

This Agreement is entered into as of the City’s execution date (Effective Date) between the City of Santa Clara, California, a chartered California municipal corporation (City) and HSQ Technology, a California corporation (Contractor). City and Contractor may be referred to individually as a “Party” or collectively as the “Parties” or the “Parties to this Agreement.”

RECITALS

- A. City desires to secure the services more fully described in this Agreement, at Exhibit A, entitled “Scope of Services”;
- B. Contractor represents that it, and its subcontractors, if any, have the professional qualifications, expertise, necessary licenses and desire to provide certain goods and/or required services of the quality and type which meet objectives and requirements of City; and,
- C. The Parties have specified herein the terms and conditions under which such services will be provided and paid for.

The Parties agree as follows:

AGREEMENT TERMS AND CONDITIONS

1. AGREEMENT DOCUMENTS

The documents forming the entire Agreement between City and Contractor shall consist of these Terms and Conditions and the following Exhibits, which are hereby incorporated into this Agreement by this reference:

- Exhibit A – Scope of Services
- Exhibit B – Compensation
- Exhibit C – Insurance Requirements
- Exhibit D – Labor Compliance Addendum
- Exhibit E - Contractor’s Proposal Quotation No. COR-011 dated May 11, 2022

This Agreement, including the Exhibits and Appendices set forth above, contains all the agreements, representations and understandings of the Parties, and supersedes and replaces any previous agreements, representations and

understandings, whether oral or written. In the event of any inconsistency between the provisions of any of the Exhibits and the Terms and Conditions, the Terms and Conditions shall govern and control.

2. TERM OF AGREEMENT

Unless otherwise set forth in this Agreement or unless this paragraph is subsequently modified by a written amendment to this Agreement, the term of this Agreement shall begin on the Effective Date and terminate on December 31, 2027.

3. SCOPE OF SERVICES & PERFORMANCE SCHEDULE

Contractor shall perform those Services specified in Exhibit A within the time stated in Exhibit A. Time is of the essence.

4. WARRANTY

Contractor expressly warrants that all materials and services covered by this Agreement, shall be free from defect and shall conform to the specifications, requirements and instructions set forth in this Agreement. For the term of this Agreement and one (1) year thereafter, Contractor agrees to promptly replace or correct any incomplete, inaccurate or defective Services at no further cost to City when defects are due to the negligence, errors or omissions of Contractor. If Contractor fails to promptly correct or replace materials or services, City may make corrections or replace materials or services and charge Contractor for the cost incurred by City.

5. QUALIFICATIONS OF CONTRACTOR - STANDARD OF CARE

Contractor represents and maintains that it has the expertise necessary to perform the Services, and City expressly relies upon Contractor's representations regarding its skills and knowledge. Contractor shall perform such Services and duties in conformance to and consistent with the professional standards of a specialist in the same discipline in the State of California.

6. COMPENSATION AND PAYMENT

In consideration for Contractor's complete performance of Services, City shall pay Contractor for all materials provided and Services rendered by Contractor in accordance with Exhibit B, entitled "COMPENSATION." The maximum compensation of this Agreement is set forth in Section 1 of Exhibit B, subject to budget appropriations, which includes all payments that may be authorized for Services and for expenses, supplies, materials and equipment required to perform the Services. All work performed or materials provided in excess of the maximum compensation shall be at Contractor's expense. Contractor shall not be entitled to any payment above the maximum compensation under any circumstance.

7. TERMINATION

- A. Termination for Convenience. City shall have the right to terminate this Agreement, without cause or penalty, by giving not less than Thirty (30) days' prior written notice to Contractor.
- B. Termination for Default. If Contractor fails to perform any of its material obligations under this Agreement, in addition to all other remedies provided by law, City may terminate this Agreement immediately upon written notice to Contractor.
- C. Upon termination, each Party shall assist the other in arranging an orderly transfer and close-out of services. As soon as possible following the notice of termination, but no later than ten (10) days after the notice of termination, Contractor will deliver to City copies of all City information or material that Contractor has in its possession.

8. ASSIGNMENT AND SUBCONTRACTING

City and Contractor bind themselves, their successors and assigns to all covenants of this Agreement. This Agreement shall not be assigned or transferred without the prior written approval of City. Contractor shall not hire subcontractors without express written permission from City.

Contractor shall be as fully responsible to City for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as Contractor is for the acts and omissions of persons directly employed by it.

9. NO THIRD PARTY BENEFICIARY

This Agreement shall not be construed to be an agreement for the benefit of any third party or parties and no third party or parties shall have any claim or right of action under this Agreement for any cause whatsoever.

10. INDEPENDENT CONTRACTOR

Contractor and all person(s) employed by or contracted with Contractor to furnish labor and/or materials under this Agreement are independent contractors and do not act as agent(s) or employee(s) of City. Contractor has full rights to manage its employees in their performance of Services under this Agreement.

11. CONFIDENTIALITY OF MATERIAL

All ideas, memoranda, specifications, plans, manufacturing procedures, data, drawings, descriptions, documents, discussions or other information developed or received by or for Contractor and all other written information submitted to Contractor in connection with the performance of this Agreement shall be held confidential by Contractor and shall not, without the prior written consent of City,

be used for any purposes other than the performance of the Services nor be disclosed to an entity not connected with performance of the Services. Nothing furnished to Contractor which is otherwise known to Contractor or becomes generally known to the related industry shall be deemed confidential.

12. OWNERSHIP OF MATERIAL

All material, which shall include, but not be limited to, data, sketches, tracings, drawings, plans, diagrams, quantities, estimates, specifications, proposals, tests, maps, calculations, photographs, reports, designs, technology, programming, works of authorship and other material developed, collected, prepared or caused to be prepared under this Agreement shall be the property of City but Contractor may retain and use copies thereof. City shall not be limited in any way or at any time in its use of said material. However, Contractor shall not be responsible for damages resulting from the use of said material for work other than Project, including, but not limited to, the release of this material to third parties.

13. RIGHT OF CITY TO INSPECT RECORDS OF CONTRACTOR

City, through its authorized employees, representatives or agents shall have the right during the term of this Agreement and for four (4) years from the date of final payment for goods or services provided under this Agreement, to audit the books and records of Contractor for the purpose of verifying any and all charges made by Contractor in connection with Contractor compensation under this Agreement, including termination of Contractor, excluding information subject to applicable legal privileges and/or proprietary information. Contractor agrees to maintain sufficient books and records in accordance with generally accepted accounting principles to establish the correctness of all charges submitted to City. Any expenses not so recorded shall be disallowed by City. Contractor shall bear the cost of the audit if the audit determines that there has been a substantial billing deviation in excess of five (5) percent adverse to the City.

Contractor shall submit to City any and all reports concerning its performance under this Agreement that may be requested by City in writing. Contractor agrees to assist City in meeting City's reporting requirements to the State and other agencies with respect to Contractor's Services hereunder.

14. HOLD HARMLESS/INDEMNIFICATION

- A. To the extent permitted by law, Contractor agrees to protect, defend, hold harmless and indemnify City, its City Council, commissions, officers, employees, volunteers and agents from and against any claim, injury, liability, loss, cost, and/or expense or damage, including all costs and attorney's fees in providing a defense to any such claim or other action, and whether sounding in law, contract, tort, or equity, in any manner arising from, or alleged to arise in whole or in part from, or in any way

connected with the Services performed by Contractor pursuant to this Agreement – including claims of any kind by Contractor’s employees or persons contracting with Contractor to perform any portion of the Scope of Services – and shall expressly include passive or active negligence by City connected with the Services. However, the obligation to indemnify shall not apply if such liability is ultimately adjudicated to have arisen through the sole active negligence or sole willful misconduct of City; the obligation to defend is not similarly limited.

- B. Contractor’s obligation to protect, defend, indemnify, and hold harmless in full City and City’s employees, shall specifically extend to any and all employment-related claims of any type brought by employees, contractors, subcontractors or other agents of Contractor, against City (either alone, or jointly with Contractor), regardless of venue/jurisdiction in which the claim is brought and the manner of relief sought.
- C. To the extent Contractor is obligated to provide health insurance coverage to its employees pursuant to the Affordable Care Act (“Act”) and/or any other similar federal or state law, Contractor warrants that it is meeting its obligations under the Act and will fully indemnify and hold harmless City for any penalties, fines, adverse rulings, or tax payments associated with Contractor’s responsibilities under the Act.

15. LIMITATION OF LIABILITY

CONTRACTOR’S AGGREGATE LIABILITY UNDER THIS AGREEMENT SHALL NOT EXCEED \$2,000,000, WHETHER IN ACTION(S) IN CONTRACT, TORT OR OTHERWISE.

CONTRACTOR SHALL HAVE NO LIABILITY UNDER THIS AGREEMENT FOR INDIRECT, CONSEQUENTIAL, PUNITIVE OR OTHER SPECIAL DAMAGES, WHETHER ARISING IN AN ACTION IN CONTRACT, TORT OR OTHERWISE.

NOTWITHSTANDING THE ABOVE, THERE SHALL BE NO LIMITATION OF LIABILITY FOR INFRINGEMENT OF INTELLECTUAL PROPERTY, PERSONAL INJURY, DEATH, OR PROPERTY DAMAGE COVERED BY THE INDEMNIFICATION PROVISION IN ARTICLE 14.

16. INSURANCE REQUIREMENTS

During the term of this Agreement, and for any time period set forth in Exhibit C, Contractor shall provide and maintain in full force and effect, at no cost to City, insurance policies as set forth in Exhibit C.

17. WAIVER

Contractor agrees that waiver by City of any one or more of the conditions of performance under this Agreement shall not be construed as waiver(s) of any other condition of performance under this Agreement. Neither City's review, acceptance nor payments for any of the Services required under this Agreement shall be constructed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

18. NOTICES

All notices to the Parties shall, unless otherwise requested in writing, be sent to City addressed as follows:

City of Santa Clara
Attention: Water and Sewer Utilities
1500 Warburton Avenue
Santa Clara, CA 95050
and by e-mail at fmortensen@santaclaraca.gov,
gdougherty@santaclaraca.gov and gwelling@santaclaraca.gov

And to Contractor addressed as follows:

HSQ Technology
26227 Research Road
Hayward, CA 94545-3725
and by e-mail at jimenez@hsq.com

The workday the e-mail was sent shall control the date notice was deemed given. An e-mail transmitted after 1:00 p.m. on a Friday shall be deemed to have been transmitted on the following business day.

19. COMPLIANCE WITH LAWS

Contractor shall comply with all applicable laws and regulations of the federal, state and local government, including but not limited to "The Code of the City of Santa Clara, California" ("SCCC"). In particular, Contractor's attention is called to the regulations regarding Campaign Contributions (SCCC Chapter 2.130), Lobbying (SCCC Chapter 2.155), Minimum Wage (SCCC Chapter 3.20), Business Tax Certificate (SCCC section 3.40.060), and Food and Beverage Service Worker Retention (SCCC Chapter 9.60), as such Chapters or Sections may be amended from time to time or renumbered. Additionally Contractor has read and agrees to comply with City's Ethical Standards (<http://santaclaraca.gov/home/showdocument?id=58299>).

20. CONFLICTS OF INTEREST

Contractor certifies that to the best of its knowledge, no City officer, employee or authorized representative has any financial interest in the business of Contractor

and that no person associated with Contractor has any interest, direct or indirect, which could conflict with the faithful performance of this Agreement. Contractor is familiar with the provisions of California Government Code section 87100 and following, and certifies that it does not know of any facts which would violate these code provisions. Contractor will advise City if it becomes aware of a conflict.

21. FAIR EMPLOYMENT

Contractor shall not discriminate against any employee or applicant for employment because of race, sex, color, religion, religious creed, national origin, ancestry, age, gender, marital status, physical disability, mental disability, medical condition, genetic information, sexual orientation, gender expression, gender identity, military and veteran status, or ethnic background, in violation of federal, state or local law.

22. NO USE OF CITY NAME OR EMBLEM

Contractor shall not use City's name, insignia, or emblem, or distribute any information related to services under this Agreement in any magazine, trade paper, newspaper or other medium without express written consent of City.

23. GOVERNING LAW AND VENUE

This Agreement shall be governed and construed in accordance with the statutes and laws of the State of California. The venue of any suit filed by either Party shall be vested in the state courts of the County of Santa Clara, or if appropriate, in the United States District Court, Northern District of California, San Jose, California.

24. SEVERABILITY CLAUSE

In case any one or more of the provisions in this Agreement shall, for any reason, be held invalid, illegal or unenforceable in any respect, it shall not affect the validity of the other provisions, which shall remain in full force and effect.

25. AMENDMENTS

This Agreement may only be modified by a written amendment duly authorized and executed by the Parties to this Agreement.

26. COUNTERPARTS

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but both of which shall constitute one and the same instrument.

The Parties acknowledge and accept the terms and conditions of this Agreement as evidenced by the following signatures of their duly authorized representatives.

CITY OF SANTA CLARA, CALIFORNIA
a chartered California municipal corporation

Approved as to Form:

Dated: _____

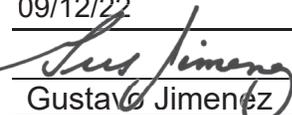
Office of the City Attorney
City of Santa Clara

RAJEEV BATRA
City Manager
1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Fax: (408) 241-6771

“CITY”

HSQ TECHNOLOGY
a California corporation

Dated: 09/12/22

By (Signature): 
Name: Gustavo Jimenez

Title: Director of Projects & Operations

Principal Place of Business Address: 26227 Research Road
Hayward, CA 94545

Email Address: jimenez@hsq.com

Telephone: (510) 259-1334

Fax: (510) 259-1392

“CONTRACTOR”

EXHIBIT A SCOPE OF SERVICES

1. INTRODUCTION

- 1.1.** Contractor acknowledges that this scope of services constitutes a fixed price obligation to engineer, design, configure, install, test, and commission to:
 - 1.1.1.** Upgrade the Remote Telemetry Units (RTUs) at each site identified by the City to enable communication over the City's new fiber network (see Section 4).
 - 1.1.2.** Add the Corporate Yard Tank site to the SCADA system (see Section 5).
 - 1.1.3.** Provide additional services/products as required by the City (see Section 6).
- 1.2.** Contractor shall perform all work on a turnkey basis which means providing all labor, hardware, software, and services required to complete each project.
- 1.3.** To the extent not inconsistent with this Agreement between the City and Contractor including this Scope of Services, Contractor's proposal Quotation No. COR-011 dated May 11, 2022 is attached as Exhibit E.

2. GENERAL REQUIREMENTS

- 2.1.** Contractor acknowledges that it has in its possession all applicable specifications, drawings, and information pertaining to the existing system, and such information are adequate to enable Contractor to fairly determine its ability to perform the work called for herein at the price. In the event that there are field conditions not reasonably apparent during Contractor's review of the existing system leading up to this Agreement that will impact project design, schedule or cost, both parties shall work together to resolve and rectify the issue.
- 2.2.** Contractor shall adhere to the City's safety rules and guidelines at all times, especially at the job site and when carrying out installation work.
- 2.3.** Contractor shall pass through to City any manufacturers' warranties which Contractor receives on the system and, at City's request, Contractor shall enforce such warranties on City's behalf.

3. PROJECT MANAGEMENT

- 3.1.** Contractor and City shall assign qualified Project Managers.

- 3.2.** Project Managers will act as the single points of contact between the parties for all matters related to project scope, schedule, and all other matters relating to the project.
- 3.3.** Contractor's Project Manager shall develop a project implementation plan in coordination with City's Project Manager and the rest of the Project Team.
- 3.4.** Contractor shall execute the agreed-upon implementation plan in accordance with the City's contractual requirements and expectations.
- 3.5.** Contractor's Project Manager will ensure optimum schedule adherence, contract delivery, and system performance through effective and efficient resource utilization with a focus on maximum quality and reliability through internal design reviews and through industry-wide, sustainable quality procedures.
- 3.6.** Contractor shall ensure consistency and uniformity across the design and implementation phases by following the design basis agreed upon with the City.

4. REMOTE TERMINAL UNITS (RTU) UPGRADE

This project involves upgrading the Remote Terminal Units (RTU) at approximately 42 sites, as listed in Appendix A1, to enable communication over the City's new fiber network.

4.1. RTU Panel

- 4.1.1.** Contractor shall provide to the City a detailed design of the new RTU Panel. The detailed design shall be reviewed and approved by the City prior to build.
- 4.1.2.** Contractor shall follow all applicable standards in the build, configuration, and install of the new RTU panel. The new RTU panel shall incorporate the latest components and include existing control logic into latest programming.
- 4.1.3.** Contractor shall assemble and factory test all hardware parts for this project. Contractor shall use all new components (except the MDS 9710 radios will be reused for the City to use the existing radio communication system as back-up). Factory testing shall include:
 - 4.1.3.1.** Power up of equipment.
 - 4.1.3.2.** Verification of functional operation. Contractor shall prepare a factory acceptance test plan which at a minimum includes simulation of inputs/outputs and alarms on a virtual copy of the City's SCADA system.

4.1.3.3. Formal documentation of testing results.

4.1.3.4. City representative to participate in factory demonstration of assembled RTU, unless waived by the City in writing.

4.1.4. Contractor shall provide as manufactured/as-built drawings.

4.2. Installation Services

4.2.1. City Responsibilities

4.2.1.1. Identity two pilot sites for initial installation and determine the schedule for the remaining sites after successful install.

4.2.1.2. Provide terminated fiber to the RTU via a din rail mounted fiber patch panel. Contractor will designate the entry point of the fiber and the location of the termination.

4.2.1.3. Assist Contractor with back panel installation and be available for the actual cutover and integration to the SCADA system.

4.2.2. Contractor Responsibilities

4.2.2.1. Contractor shall furnish all labor, hardware, and software required for engineering, installing, programming and integrating the new RTU panels at each site.

4.2.2.2. Prior to completion of installation services, Contractor shall submit to the City a field installation testing procedures and form for approval.

4.3. Startup and Testing Services. City and Contractor shall work together to perform all system tests necessary to ensure communication over the fiber network system and the site is returned to normal operations (e.g., alarms, programs, HMI screens, etc.). The site validation shall at a minimum include:

4.3.1. Site is communicating normal site data, without error over fiber.

4.3.2. Site is able to be switched back to radio and communicate normal site data over radio.

4.4. Site Acceptance

4.4.1. All work shall be subject to the City's 15-day acceptance test in accordance with the Field Test Plan Signoff Sheet. Contractor shall repair any component or system failure related to its work within 48 hours to continue the 15-day acceptance test.

4.4.2. Any failure due to the City's fiber communication and existing field equipment and signals shall not constitute a failure on system on part of Contractor.

4.5. Documentation. Contractor shall provide to the City all as built documents including but not limited to all hardware, software, wiring diagram, schematics, configuration, and electrical related to each site. Contractor shall provide all documentation in electronic format.

4.6. Exclusions. Any existing field equipment and devices that are identified to be non-operational will be assessed and repaired at City's cost and as approved by the City.

5. CORPORATE YARD TANK SITE

This project involves adding the Corporate Yard Tank site to the SCADA System. This site is currently being run locally and manually by City staff. Contractor acknowledges that the objective of this project is for the Corporate Yard Tank Site to resemble functionality and behavior of the other sites currently on the SCADA system. The site will remain on the local fiber connection and will not require secondary radio communication because of its close proximity to the main SCADA control center. The scope of work for this site includes a turnkey design, programming, and implementation services including but not limited to:

5.1. Design of New RTU Panel

5.1.1. Contractor shall follow all applicable standards in the design of a new RTU panel. The new RTU panel shall incorporate the latest components as approved by the City.

5.1.2. Contractor shall provide to the City a detailed design including panel layout drawing, wiring diagram, etc. The detailed design shall be reviewed and approved by the City prior to fabrication.

5.1.3. Contractor shall assemble and factory test all hardware parts for this project prior to releasing for delivery to the City. Contractor shall use all new components, except the MDS 9710 radios will be reused for the City to use the existing radio communication system as back-up. The existing MDS 9710 radio shall be replaced in the field during field installation of RTU panel. Factory testing shall include but not limited to:

5.1.3.1. City representative to participate in factory demonstration of the assembled RTU.

5.1.3.2. Power up of equipment.

5.1.3.3. Verification of functional operation.

5.1.3.4. Formal documentation of testing results.

5.2. Project Design Review. Contractor shall prepare a detailed design for installation for the City's review and approval. The detailed design shall include the following:

- 5.2.1.** I/O signals utilizing existing termination signal cabinet
- 5.2.2.** SCADA screen development for new site configuration including graphic screens representing live process data
- 5.2.3.** Submittal for RTU Panel and graphics screen
- 5.2.4.** Contractor shall be responsible for interviewing City operations staff for understanding about how the site must operate as a standalone site and as part of the distribution system. This logic will be designed into the programming and configuration of the site.
- 5.2.5.** City shall provide the functional control/ description as to how operational control is to be achieved. Contractor requires this information in order to design and develop the programming and configuration for the site.

5.3. Field Work/Installation Services. Contractor shall:

- 5.3.1.** Provide all hardware, components, and materials to complete the work as shown in the approved detailed design submittal.
- 5.3.2.** Perform all field work to install the new RTU panel (including conduit and wiring to and from RTU panel to termination panel). Any changes to the RTU panel shall be reflected in all applicable documentation.
- 5.3.3.** Perform final electrical work site testing for the SCADA System.
- 5.3.4.** Provide all application/program engineering services for system integration.
- 5.3.5.** Submit to City a Field Test Plan Signoff Sheet for review and approval prior to completion of installation services.

5.4. System Commissioning and Tests.

5.4.1. City and Contractor shall perform control system and start-up tests to ensure proper SCADA system and site operation. The site validation shall include but not limited to:

- 5.4.1.1.** All electrical and control components operate as designed.
- 5.4.1.2.** Field signals are operational and active.

5.4.1.3. Site is operating on the SCADA in accordance with the City's requirements.

5.5. Final System Acceptance.

All work shall be subject to City's 30-day acceptance test in accordance with the Field Test Plan Signoff Sheet. Contractor shall repair any component or system failure related to its work within 48 hours to maintain the 30-day acceptance test period. Exclusions as listed in Section 5.8 are not subject to this 30-day acceptance test period.

5.6. Training. Contractor shall provide 24 hours of training which shall include in factory and/or in field overview of new RTU and components.

5.7. Documentation. Contractor shall provide to the City all documents including but not limited all hardware, software, wiring diagram, schematics, configuration, and electrical related to the project. Contractor shall provide all documentation in electronic format.

5.8. Exclusions.

5.8.1. All existing field equipment and signals that are to be integrated to SCADA must be operational. Any field equipment that is identified to be non-operational for SCADA shall be evaluated by the City for direction (e.g., Change Order, removal, and replacement) at City's cost.

5.8.2. Installation and routing through conduit of Antenna GPS Cable and antenna on existing Antenna Tower adjacent to SCADA building

5.8.3. The following subsystems will not be integrated:

5.8.3.1. Eyewash Station

5.8.3.2. Corrpro

5.8.3.3. Pax (Mixer)

6. ADDITIONAL IMPROVEMENTS

Contractor shall provide submittals for approval before commencing work on the following additional items:

6.1. Convert/Upgrade 26 remaining Slides

6.2. Install/Configure GPS Time Clock for SCADA time synchronization

6.3. Develop new Change of State Slide for RTU overview of error points

- 6.4.** Develop new slide for monitoring SCADA Network Equipment including computers, network switches, and other communication devices)
- 6.5.** Develop new slide for monitoring SCADA Uninterruptible Power Supplies
- 6.6.** Replace/upgrade existing Dial in Modem (Mutlitech)

EXHIBIT B COMPENSATION

1. MAXIMUM COMPENSATION

The maximum amount payable for all materials and services provided under this Agreement shall not exceed **Five Hundred Thousand Dollars (\$500,000)** during the term of the Agreement. Contractor and City shall execute an Amendment to this Agreement to increase the Maximum Compensation as may be required for Contractor to perform all of the work identified in Appendix B1.

2. FEE SCHEDULE

Appendix B1 sets forth the lump sum cost for Contractor to perform the work described in Section A (Scope of Services). Contractor shall not perform any work until the City provides prior written approval.

Prices set forth in this Exhibit B including Appendix B1 are fixed through December 31, 2023. Thereafter, Contractor may request annual price adjustments, which shall be capped at the lesser amount of 3% or the increase in the Consumer Price Index.

3. ADDITIONAL WORK

In the event that any work is identified during the course of the project that the Parties agree is necessary to complete the Scope of Services but nevertheless is outside the scope of this agreement, City and Contractor shall negotiate a price for such work. Additional work may be negotiated on a lump sum basis in accordance with the rates set forth in Table B1 below.

Table B1

Description	Rate
Project Management	\$300 per hour
Senior Engineer	\$250 per hour
Engineer	\$200 per hour

4. PROGRESS PAYMENT SCHEDULE

All payments are based upon City's acceptance of Contractor's performance as evidenced by successful completion of all of the deliverables as set forth for each milestone. City shall have no obligation to pay unless Contractor has successfully completed, and City has approved, the milestone for which payment is due. The payment schedule for each site/project shall generally follow the schedule set forth in Table B2. A Final Approved Schedule of Values (SOV) shall be developed and submitted for mutual agreement based on the actual deliverables identified.

Table B2

Milestone/Deliverable	% of Total
City's Approval of Design	30%
Completion of Manufacturing and Factory Test	30%
Completion of Installation Services and System Start-Up/Tests	30%
Site/Project Acceptance	10%
TOTAL	100%

5. INVOICING

City will pay Contractor within thirty (30) days of City's receipt of an approved invoice.

**Appendix B1 to Exhibit B
Price List/Site Locations**

Item No.	Facility	Facility ID	RTU ID	Address	Qty	Unit	Total
1	Water	Well 02-02	1	1540 Market St	1	LS	\$24,000
2	Water	Well 03-02	2	500 Benton St	1	LS	\$24,000
3	Water	Well 09-02	7	3300 Pruneridge Ave	1	LS	\$24,000
4	Water	Well 10 ¹	8	3640 Forest Ave	1	LS	\$27,970
5	Water	Well 11	9	651 Bucher Ave	1	LS	\$24,000
6	Water	Well 12	10	3277 San Juan Ave	1	LS	\$24,000
7	Water	Well 14	12	1935 Townsend Ave	1	LS	\$24,000
8	Water	Well 16-02	14	1300 Coleman Ave	1	LS	\$24,000
9	Water	Well 17-02	15	3460 Brookdale Dr	1	LS	\$24,000
10	Water	Well 18-02	16	2551 Cabrillo Ave	1	LS	\$24,000
11	Water	Well 21	19	3305 Agate Dr	1	LS	\$24,000
12	Water	Well 22-02	20	1265 Pomeroy Ave	1	LS	\$24,000
13	Water	Well 23	21	511 Magnolia Ln	1	LS	\$24,000
14	Water	Well 25	23	2600 Benton St	1	LS	\$24,000
15	Water	Well 26	24	802 Laurie Way	1	LS	\$24,000
16	Water	Well 29	26	3094 Aspen Dr	1	LS	\$24,000
17	Water	Well 36 - OWNED by SVP	62	850 Duane Ave	1	LS	\$24,000
18	Water	Hetch Hetchy 1	33	4798 Great American Pkwy	1	LS	\$24,000
19	Water	Hetch Hetchy 2	34	2339 Gianera St at North Side	1	LS	\$24,000
20	Water	SCVWD Valley Water Import	31		1	LS	\$24,000
21	Sewer	Northside Pump Station	38	4495 North First Street	1	LS	\$25,700
22	Water	Well 13-02	11	1098 Santa Clara St	1	LS	\$24,000
23	Water	Well 15	13	657 Hubbard Ave	1	LS	\$24,000
24	Water	Well 30	27	1503 Warburton Ave	1	LS	\$24,000
25	Water	Well 28	25	1005 San Tomas Exp	1	LS	\$24,000
26	Water	Well 32	60	1802 Agnew	1	LS	\$25,700
27	Water	Well 34	61	615 Moreland Way	1	LS	\$24,000
28	Water	Serra Tanks	32	200 Lawrence Expressway Exit	1	LS	\$25,700
29	Water	Well 04	3	1087 Scott Blvd	1	LS	\$24,000
30	Water	Well 05-02		NEW DEVELOPMENT	1	LS	////
31	Water	Well 07	5	1693 Pomeroy Ave	1	LS	\$24,000
32	Water	Well 08	6	3095 Forbes Ave	1	LS	\$24,000
33	Water	Well 24 ¹	22	3729 Swallow way	1	LS	\$27,970
34	Water	Northside Tanks	28	2340 Gianera St at North Side	1	LS	\$24,000
35	Water	Downtown Tank	35	351 Brokaw Rd	1	LS	\$24,000
36	Water	Corporate Yard Tank ²	NEW	1705 Martin Ave	1	LS	\$295,050

Item No.	Facility	Facility ID	RTU ID	Address	Qty	Unit	Total
37	Sewer	Primavera Lift Station	41	2279 Calle De Luna	1	LS	\$25,700
38	Sewer	De La Cruz Lift Station	43	3899 De La Cruz Blvd	1	LS	\$24,000
39	Sewer	Rabello Pump Station	39	5601 Lafayette St	1	LS	\$25,700
40	Storm	RAMBO	50		1	LS	\$25,700
41	Sewer	Tasman Lift Station	42	2800 Tasman Dr	1	LS	\$24,000
42	Sewer	Westside Lift Station	40	5345 Great America Pkwy	1	LS	\$24,000
43	Sewer	Stadium Pump Station	30	4161 Stars and Stripes Dr	1	LS	\$17,800
Subtotal (Remote Sites)							\$1,290,990

Additional Improvements	Qty	Unit	Total
26 Additional Slide Development	1	LS	\$35,510
GPS Time Clock (SCADA Time Sync)	1	LS	\$14,227
Development of COS Screen for RTU Error points	1	LS	\$8,700
Monitoring of Network Equipment (Computers, Network)	1	LS	\$13,720
UPS Monitoring on SCADA; New Screen for UPS monitoring	1	LS	\$18,000
Replace/Upgrade Existing Dial in Modem (Mutlitech)	1	LS	\$9,153
Subtotal (Additional Improvements)			\$99,310
Subtotal (Remote Sites) ³			\$1,290,990
Subtotal (Additional Improvements) ³			\$99,310
GRAND TOTAL⁴			\$1,390,300

¹Proposed pilot sites

²New site added to SCADA

³The prices include sales tax.

⁴The Grand Total does not include any price adjustments pursuant to Section 2 of Exhibit B.

EXHIBIT C
INSURANCE REQUIREMENTS

Without limiting the Contractor's indemnification of the City, and prior to commencing any of the Services required under this Agreement, the Contractor shall provide and maintain in full force and effect, at its sole cost and expense, the following insurance policies with at least the indicated coverages, provisions and endorsements:

A. COMMERCIAL GENERAL LIABILITY INSURANCE

1. Commercial General Liability Insurance policy which provides coverage at least as broad as Insurance Services Office form CG 00 01. Policy limits are subject to review, but shall in no event be less than, the following:

\$2,000,000 Each occurrence
\$2,000,000 General aggregate
\$2,000,000 Products/Completed Operations aggregate
\$2,000,000 Personal Injury

2. Exact structure and layering of the coverage shall be left to the discretion of Contractor; however, any excess or umbrella policies used to meet the required limits shall be at least as broad as the underlying coverage and shall otherwise follow form.
3. The following provisions shall apply to the Commercial Liability policy as well as any umbrella policy maintained by the Contractor to comply with the insurance requirements of this Agreement:
 - a. Coverage shall be on a "pay on behalf" basis with defense costs payable in addition to policy limits;
 - b. There shall be no cross liability exclusion which precludes coverage for claims or suits by one insured against another; and
 - c. Coverage shall apply separately to each insured against whom a claim is made or a suit is brought, except with respect to the limits of liability.

B. BUSINESS AUTOMOBILE LIABILITY INSURANCE

Business automobile liability insurance policy which provides coverage at least as broad as ISO form CA 00 01 with policy limits a minimum limit of not less than one million dollars (\$1,000,000) each accident using, or providing coverage at least as broad as, Insurance Services Office form CA 00 01. Liability coverage shall apply to all owned, non-owned and hired autos.

In the event that the Work being performed under this Agreement involves transporting of hazardous or regulated substances, hazardous or regulated wastes and/or hazardous or regulated materials, Contractor and/or its subcontractors involved in such activities shall provide coverage with a limit of two million dollars (\$2,000,000) per accident covering transportation of such materials by the addition to the Business Auto Coverage Policy of Environmental Impairment Endorsement MCS90 or Insurance Services Office endorsement form CA 99 48, which amends the pollution exclusion in the standard Business Automobile Policy to cover pollutants that are in or upon, being transported or towed by, being loaded onto, or being unloaded from a covered auto.

C. WORKERS' COMPENSATION

1. Workers' Compensation Insurance Policy as required by statute and employer's liability with limits of at least one million dollars (\$1,000,000) policy limit Bodily Injury by disease, one million dollars (\$1,000,000) each accident/Bodily Injury and one million dollars (\$1,000,000) each employee Bodily Injury by disease.
2. The indemnification and hold harmless obligations of Contractor included in this Agreement shall not be limited in any way by any limitation on the amount or type of damage, compensation or benefit payable by or for Contractor or any subcontractor under any Workers' Compensation Act(s), Disability Benefits Act(s) or other employee benefits act(s).
3. This policy must include a Waiver of Subrogation in favor of the City of Santa Clara, its City Council, commissions, officers, employees, volunteers and agents.

D. COMPLIANCE WITH REQUIREMENTS

All of the following clauses and/or endorsements, or similar provisions, must be part of each commercial general liability policy, and each umbrella or excess policy.

1. Additional Insureds. City of Santa Clara, its City Council, commissions, officers, employees, volunteers and agents are hereby added as additional insureds in respect to liability arising out of Contractor's work for City, using Insurance Services Office (ISO) Endorsement CG 20 10 04 13 and CG 20 37 04 13, or its equivalent.
2. Primary and non-contributing. Each insurance policy provided by Contractor shall contain language or be endorsed to contain wording making it primary insurance as respects to, and not requiring contribution from, any other insurance which the Indemnities may possess, including any self-insurance or self-insured retention they may have. Any other insurance Indemnities may possess shall be considered excess insurance only and shall not be called upon to contribute with Contractor's insurance.

3. General Aggregate. The general aggregate limits shall apply separately to Contractor's work under this Agreement providing coverage at least as broad as Insurance Services Office (ISO) Endorsement CG 2503, 05 09 Edition, or insurer's equivalent (CGL).
4. Cancellation.
 - a. Each insurance policy shall contain language or be endorsed to reflect that notice of cancellation shall be given to City at least thirty (30) days prior to the effective date of such modification or cancellation.
5. Other Endorsements. Other endorsements may be required for policies other than the commercial general liability policy if specified in the description of required insurance set forth in Sections A through D of this Exhibit C, above.

E. ADDITIONAL INSURANCE RELATED PROVISIONS

Contractor and City agree as follows:

1. Contractor agrees to ensure that subcontractors, and any other party involved with the Services who is brought onto or involved in the performance of the Services by Contractor, provide the same minimum insurance coverage required of Contractor, except as with respect to limits. Contractor agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this Agreement. Contractor agrees that upon request by City, all agreements with, and insurance compliance documents provided by, such subcontractors and others engaged in the project will be submitted to City for review.
2. Contractor agrees to be responsible for ensuring that no contract used by any party involved in any way with the project reserves the right to charge City or Contractor for the cost of additional insurance coverage required by this Agreement. Any such provisions are to be deleted with reference to City. It is not the intent of City to reimburse any third party for the cost of complying with these requirements. There shall be no recourse against City for payment of premiums or other amounts with respect thereto.
3. The City reserves the right to withhold payments from the Contractor in the event of material noncompliance with the insurance requirements set forth in this Agreement.

F. EVIDENCE OF COVERAGE

Prior to commencement of any Services under this Agreement, Contractor, and each and every subcontractor (of every tier) shall, at its sole cost and expense,

provide and maintain not less than the minimum insurance coverage with the endorsements and deductibles indicated in this Agreement. Such insurance coverage shall be maintained with insurers, and under forms of policies, satisfactory to City and as described in this Agreement. Contractor shall file with the City all certificates and endorsements upon request for the required insurance policies for City's approval as to adequacy of the insurance protection.

G. EVIDENCE OF COMPLIANCE

Contractor or its insurance broker shall provide the required proof of insurance compliance, consisting of Insurance Services Office (ISO) endorsement forms or their equivalent and the ACORD form 25-S certificate of insurance (or its equivalent), evidencing all required coverage shall be delivered to City. Unless otherwise required by the terms of this Agreement, all certificates, endorsements, coverage verifications and other items required to be delivered to City pursuant to this Agreement shall be provided by e-mail to ctsantaclara@ebix.com.

Or by mail to:

EBIX Inc.
City of Santa Clara – Water & Sewer Utilities Department
P.O. Box 100085 – S2
Duluth, GA 30096
Telephone number: 951-766-2280
Fax number: 770-325-0409

H. QUALIFYING INSURERS

All of the insurance companies providing insurance for Contractor shall have, and provide written proof of, an A. M. Best rating of at least A minus 6 (A- VI) or shall be an insurance company of equal financial stability that is approved by the City or its insurance compliance representatives.

EXHIBIT D LABOR COMPLIANCE ADDENDUM

This Agreement is subject to the requirements of California Labor Code section 1720 et seq. requiring the payment of prevailing wages, the training of apprentices, and compliance with other applicable requirements.

I. Prevailing Wage Requirements

1. Contractor shall be obligated to pay not less than the General Prevailing Wage Rate, which can be found at www.dir.ca.gov and are on file with the City Clerk's office, which shall be available to any interested party upon request. Contractor is also required to have a copy of the applicable wage determination posted and/or available at each job site.
2. Specifically, contractors are reminded of the need for compliance with Labor Code Section 1774-1775 (the payment of prevailing wages and documentation of such), Section 1776 (the keeping and submission of accurate certified payrolls) and 1777.5 in the employment of apprentices on public works projects. Further, overtime must be paid for work in excess of 8 hours per day or 40 hours per week pursuant to Labor Code Section 1811-1813.
3. Special prevailing wage rates generally apply to work performed on weekends, holidays and for certain shift work. Depending on the location of the project and the amount of travel incurred by workers on the project, certain travel and subsistence payments may also be required. Contractors and subcontractors are on notice that information about such special rates, holidays, premium pay, shift work and travel and subsistence requirements can be found at www.dir.ca.gov.
4. Only bona fide apprentices actively enrolled in a California Division of Apprenticeship Standards approved program may be employed on the project as an apprentice and receive the applicable apprenticeship prevailing wage rates. Apprentices who are not properly supervised and employed in the appropriate ratio shall be paid the full journeyman wages for the classification of work performed.
5. As a condition to receiving progress payments, final payment and payment of retention on any and all projects on which the payment of prevailing wages is required, Contractor agrees to present to City, along with its request for payment, all applicable and necessary certified payrolls (for itself and all applicable subcontractors) for the time period covering such payment request. The term "certified payroll" shall include all required documentation to comply with the mandates set forth in Labor Code Section 1720 et seq, as well as any additional documentation requested by the City or its designee including, but not limited to: certified

payroll, fringe benefit statements and backup documentation such as monthly benefit statements, employee timecards, copies of wage statements and cancelled checks, proof of training contributions (CAC2 if applicable), and apprenticeship forms such as DAS-140 and DAS-142.

6. In addition to submitting the certified payrolls and related documentation to City, Contractor and all subcontractors shall be required to submit certified payroll and related documents electronically to the California Department of Industrial Relations. Failure to submit payrolls to the DIR when mandated by the project parameters shall also result in the withholding of progress, retention and/or final payment.
7. No contractor or subcontractor may be listed on a bid proposal for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].
8. No contractor or subcontractor may be awarded a contract for public work on a public works project, unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. Contractors **MUST** be a registered “public works contractor” with the DIR **AT THE TIME OF BID**. Where the prime contract is less than \$15,000 for maintenance work or less than \$25,000 for construction alternation, demolition or repair work, registration is not required.
9. All contractors/subcontractors and related construction services subject to prevailing wage, including but not limited to: trucking, surveying and inspection work must be registered with the Department of Industrial Relations as a “public works contractor”. Those you fail to register and maintain their status as a public works contractor shall not be permitted to perform work on the project.
10. Should any contractor or subcontractors not be a registered public works contractor and perform work on the project, Contractor agrees to fully indemnify the City for any fines assessed by the California Department of Industrial Relations against the City for such violation, including all staff costs and attorney’s fee relating to such fine.
11. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

J. Audit Rights

All records or documents required to be kept pursuant to this Agreement to verify compliance with this Addendum shall be made available for audit at no cost to City, at any time during regular business hours, upon written request by the City Attorney, City Auditor, City Manager, or a designated representative of any of these officers. Copies of such records or documents shall be provided to City for audit at City Hall when it is

practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records or documents shall be made available at Contractor's address indicated for receipt of notices in this Agreement.

K. Enforcement

1. City shall withhold any portion of a payment; including the entire payment amount, until certified payroll forms and related documentation are properly submitted, reviewed and found to be in full compliance. In the event that certified payroll forms do not comply with the requirements of Labor Code Section 1720 et seq., City may continue to hold sufficient funds to cover estimated wages and penalties under the Agreement.
2. Based on State funding sources, this project may be subject to special labor compliance requirements of Proposition 84.
3. The City is not obligated to make any payment due to Contractor until Contractor has performed all of its obligations under these provisions. This provision means that City can withhold all or part of a payment to Contractor until all required documentation is submitted. Any payment by the City despite Contractor's failure to fully perform its obligations under these provisions shall not be deemed to be a waiver of any other term or condition contained in this Agreement or a waiver of the right to withhold payment for any subsequent breach of this Addendum.

City or the California Department of Industrial Relations may impose penalties upon contractors and subcontractors for failure to comply with prevailing wage requirements. These penalties are up to \$200 per day per worker for each wage violation identified; \$100 per day per worker for failure to provide the required paperwork and documentation requested within a 10-day window; and \$25 per day per worker for any overtime violation.

By Email: FMortensen@SantaClaraCA.gov
GDougherty@SantaClaraCA.gov

May 11, 2022

Santa Clara Water Dept.
1500 Warburton Avenue
Santa Clara, CA 95050

Attention: Franz Mortensen

**Reference: RTU Field Site Analysis Survey Phase 2A
City of Santa Clara – SCADA System
HSQ Quotation No. COR-011
HSQ Project Ref No.: 34001029993
HSQ Letter No. 026.R.3: 29993**

Gentlemen:

HSQ Technology is pleased to offer you a quotation for providing a cost upgrade to your current identified area for improvements.

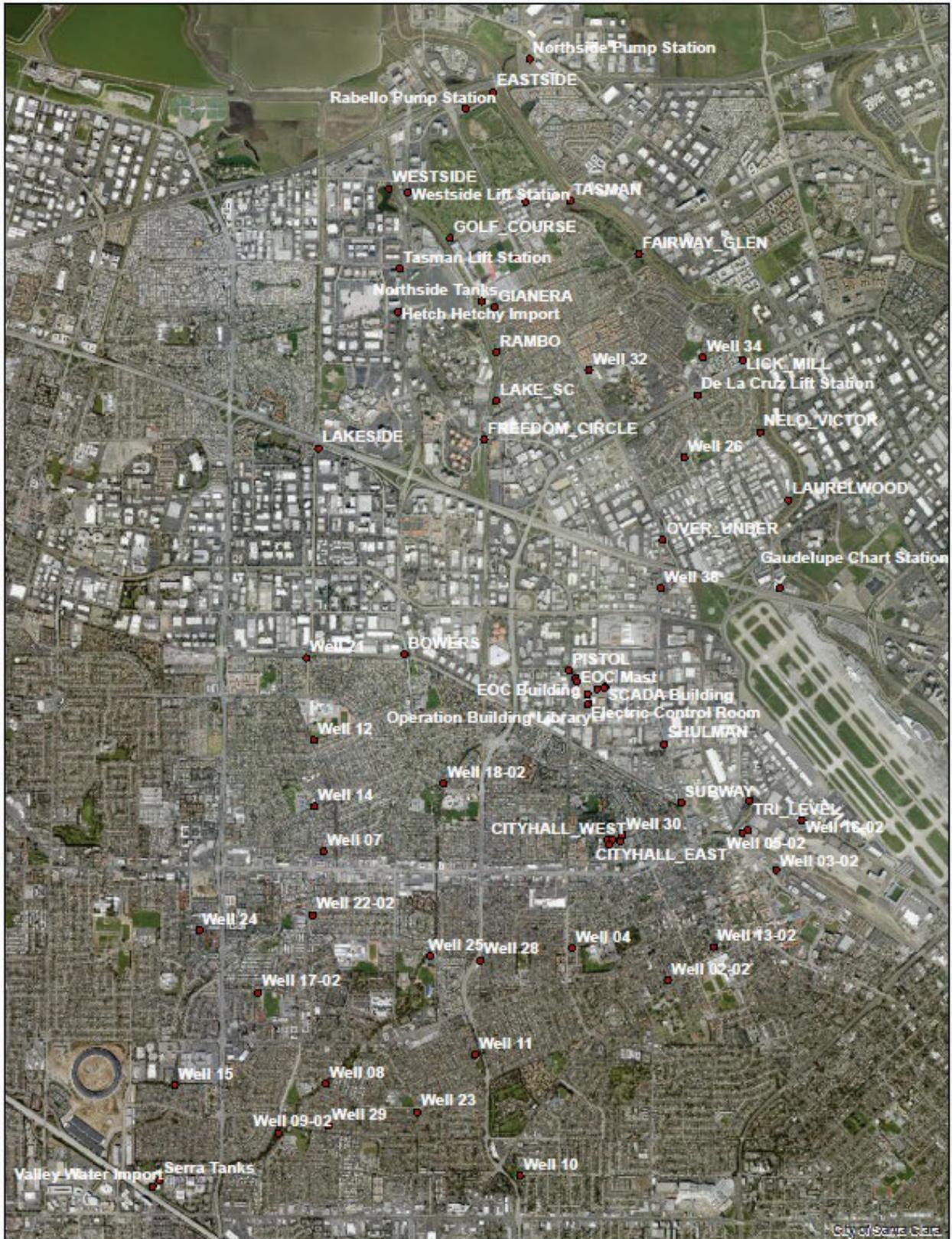
HSQ conducted the field survey analysis for the 42 RTU Sites and their associated required system equipment for upgrading as necessary for fiber Communication. In addition, there are identified equipment and system improvements that were identified by the City that were to be costed and estimated for replacement or improvements which are included in this proposal.

The current SCADA System utilizes Radio Communication. The City is currently working towards providing a Fiber-Ring for all the RTU Field panels. The intent is to go to communication over Fiber with leaving the existing radio system as a back-up communication.

The City of Santa Clara has two sub-systems within the Water District System to be scheduled as initial pilot sites for proof of concept and installation prior to moving forward with all identified RTU sites (42). The Sub-systems are as follows;

- 42 – RTU Site Upgrades
 - 40 - RTU Upgrades Back Panel Assembly Site
 - 1 - RTU Upgrade Only (Levi Stadium RTU)
 - 1 - RTU Corporate Yard Tank (New development)

RTU Site Overview

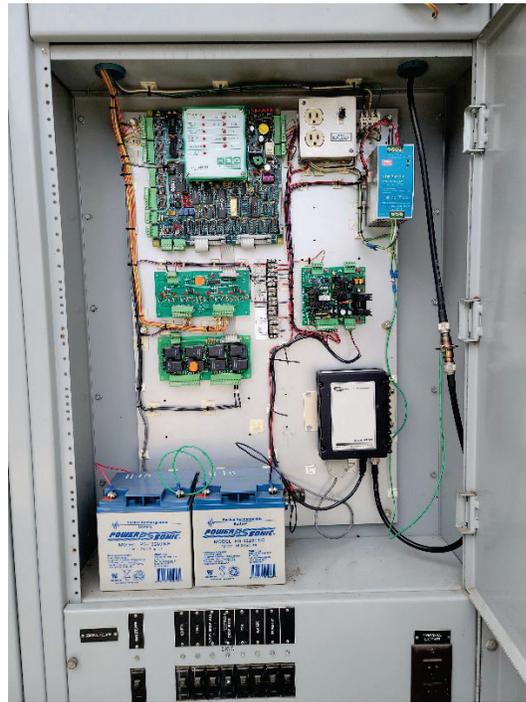


1. Proposed City's Pilot Site

Selection of two RTU Sites to be used as Pilot sites for integration with newly upgraded SCADA system for upgrading the field RTU panels

- Well 10 – RTU 8
- Well 24 – RTU 22

WELL 10 – RTU 8 Location



WELL 24 – RTU 22 Location



HSQ shall develop and design the two required RTU Back panels to retrofit to existing site enclosure and existing signals. Existing wiring and controls shall be re-terminated and re-tested to insure all existing current monitored signals are seen on current SCADA System Graphical User Interface.

Current sites are setup for Radio communication but will also be re-engineered to accommodate communication over fiber. Fiber shall be the 1st main communication protocol with radio communication as backup. City is responsible for pulling, terminating and testing fiber back to Corporate Yard. HSQ shall recommend the location of fiber patch panels to be located within each RTU Panel location.

Deliverables for this site shall include;

New Engineered RTU Back Panel Assemblies with newly proposed Hardware
Product Data for new RTU and PLC Remote I/O equipment
HSQ MFG Testing (Unwitnessed)
System Field Testing Sign-Off

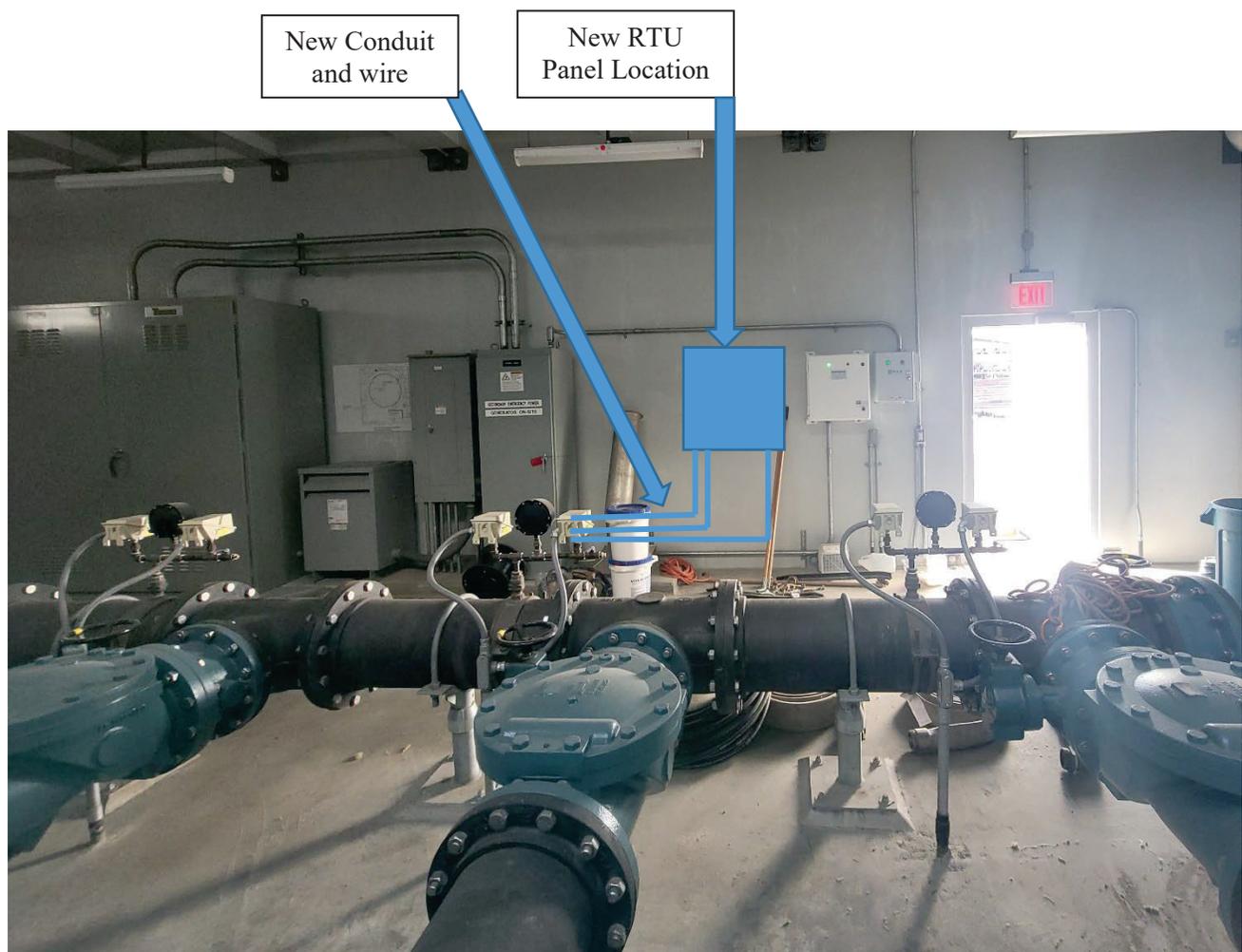
2. SCADA Site Addition

The City has requested to provide a price to add the Corporate Yard Tank site located at the main plant. This site is currently a stand-alone system that is currently being run locally and manually by City personnel with no monitoring or controls back to SCADA.



This is a pump station / Tank site configuration that does not have the developed infrastructure to incorporate to Existing SCADA system as do the existing 42 plus sites currently in operation and integrated to the SCADA system. The 42 proposed site that are being upgraded have the current infrastructure and hardware signals already integrated to SCADA. These sites are being provided with current Hardware and retested to insure exiting radio and new Fiber signal communicate back to SCADA.

Unlike the other remote existing sites, this proposed site requires full development, engineering and planning effort in order to integrate into the current existing SCADA system. There is currently no SCADA monitoring for this Tank site. This is a full engineering development task required to integrating to the existing SCADA system as well as provide a full new RTU wall mounted panel enclosure within the pump room for pulling all existing wire controls needed to monitor and control this area. This will require sub-contracting an electrical contractor to conduct installation of HSQ new RTU panel as well as pulling new conduit and new field wire for all the required signals necessary to monitor and control /this Pump/Tank Site. This work will need to be designed and planned for the electrical to conduct his portion of field installation and wire testing back to new HSQ RTU panel.



In order to add to SCADA, a new RTU panel with new software development to create this tank site would be required to add the newly upgraded HSQ Miser SCADA system. This site shall be broken out as a separate bid from the other exiting RTU field panels because of the required design criteria needed from the City. This system is bid based on only a local fiber communication. There is no need for Radio backup at this site since it is local to the corporate yard and walking distance from the main SCADA Control Center.

Design criteria will be required to be provided by the City for the following area in order to finalize control and monitoring, HSQ shall schedule design review meeting to go over these required design inputs for the different areas needed to integrate, monitor and control this pump station Tank Site

Scope shall include the following;

- New RTU Panel for integrating with existing stand-alone manual system.
- Design Criteria Coordination from City for operations of Site
- I/O signals to be designed from existing Pump station site, control panels and Termination Signal Cabinet.
- SCADA Screen Development (4 SCADA Screens) for new Tank /Pump Site configuration
- All Programming and Configuration for integration with existing SCADA system
- Unwitnessed Factory Test of New RTU Panel
- Submittal for RTU Panel and Field Terminations to exiting control and monitoring signals
- Submittal for Graphics Screen
- Field Test Plan Signoff sheets
- Electrical Work which will include Development of drawings and scope of work for electrical contractor to bid and include installation of new RTU Panel, Conduit and wire to and from RTU Panel to Termination Panel. Site validation testing to insure field signals still active. Final Electrical work site testing for SCADA.
- Training; Includes, Management, coordination, Training preparation, Documentation, 3 Days On-site Training and all traveling expenses.
- Expect schedule duration estimated to be completed within 1 year of fully executed contract.

Estimated Summary Breakdown;

DESCRIPTION	ESTIMATED HRS	ESTIMATED COST
Project Management	180.00	\$ 40,500
Project Administration	80.00	\$ 12,800
Hardware and Design Engineering	336.00	\$ 67,200
Software Configuration and programming	200.00	\$ 40,000
Data Base And Graphic Development	120.00	\$ 24,000
Shop Manufacturing and Testing	136.00	\$ 21,760
Field Startup and Comissioning	120.00	\$ 24,000
Electrical Contract Work Material and Coordination		\$ 35,847
RTU Panel Material		\$ 9,500
Training	40	\$ 8,000
Project Expenses (Mileage, pier diem, supplies)		\$ 3,410
Sales tax (9.125%)		\$ 8,024
Totals	1,212	\$ 295,041

The expected duration for this site requirement is expected to be conducted over a one year period (12 months). Assumptions are made based on the conducted site survey and the expected field signals that should be present based on the previous project requirements to have them for future SCADA. In the event there are issues with scope and unforeseen field conditions, they will be presented to the city for evaluation and impact.

A detailed project schedule shall be created after award of project to define the final deliverables and requirements for executing this project with the City's input for design criteria on how they wish the Pump/Tank Site to operate from SCADA. The project schedule shall be mutually agreed to by HSQ and the City of Santa Clara.

3. Additional Improvements

- 26 Additional Slide Development
- GPS Time Clock (SCADA Time Sync); HSQ will update and Re-quote.
- Development of COS Screen for RTU Error points
- Monitoring of Network Equipment (Computers, Network Switches, and Comm) on SCADA via a newly developed Screen.
- UPS Monitoring on SCADA; New Screen for UPS monitoring on SCADA.
- Replace/Upgrade Existing Dial in Modem (Mutlitech)

RTU Site Listing Matrix

The included listing is the RTU sites and the associated existing Design criteria identified during the Field Site Survey. From this Design listing HSQ shall provide a pricing proposal recommendation for each site based on its site design criteria.

OBJECT ID	Facility	FACILITY ID	RTU ID No.	Address	Longitude	Latitude	Current Antenna Heights (FT)	Enclosure Style	TYP Back Panel	Back Pan Size	Back Panel MTG Holes	Upgrade	Fiber Pulled	RTU DI Points	RTU DO Points	RTU AI Points	RTU AO Points	Battery Location	Notes
1	Water	Well 02-02	1	1540 Market St	-121.948696	37.3434823	20	MCC	B	33x21	4	Full	NO	4	1	3	0	Batt Internal (LT)	Voltage Sensing AI TYP for all; 24" Wide Back Pan
2	Water	Well 03-02	2	500 Benton St	-121.937411	37.3529665	31	MCC	B	33x21	6	Full	NO	8	2	3	0	Batt Internal (LT)	Existing Main TB; 24" Wide Back Pan
8	Water	Well 09-02	7	3300 Pinneridge Ave	-121.989624	37.3300963	21	End	B	33x21	6	Full	NO	2	1	4	0	Batt External	
9	Water	Well 11	8	3640 Forest Ave	-121.964013	37.3268908	25	MCC	B	33x21	6	Full	NO	5	1	3	0	Batt Internal (LT)	24" Wide Back Pan
10	Water	Well 11	9	651 Bucher Ave	-121.968964	37.3369626	24	End	B	33x21	6	Full	NO	5	2	3	0	Batt Internal (LT)	Abandoned
11	Water	Well 12	10	3277 San Juan Ave	-121.986499	37.3632554	20	MCC	B	33x21	6	Full	NO	2	1	2	0	Batt Internal (LT)	24" Wide Back Pan
13	Water	Well 14	12	1935 Townsend Ave	-121.937874	37.3571684	19	MCC	B	33x21	6	Full	NO	3	1	3	0	Batt Internal (LT)	24" Wide Back Pan - Abandoned
15	Water	Well 16-02	14	1300 Coleman Ave	-121.934784	37.3571684	14	End 6	B	33x21	4	Full	NO	7	2	5	0	Batt External	Abandoned
16	Water	Well 17-02	15	3460 Brookdale Dr	-121.991955	37.3419057	24	MCC	B	33x21	6	Full	NO	7	2	5	0	Batt Internal (top)	
17	Water	Well 18-02	16	2551 Cabrillo Ave	-121.972711	37.3597773	19	MCC	B	33x21	4	Full	NO	2	1	3	0	Batt Internal (LT)	24" Wide Back Pan
19	Water	Well 21	19	3305 Agate Dr	-121.987435	37.370156	19	MCC	B	33x21	6	Full	NO	4	1	3	0	Batt Internal (LT)	24" Wide Back Pan
20	Water	Well 22-02	20	1265 Pomeroy Ave	-121.986561	37.3485291	19	MCC	B	33x21	4	Full	NO	3	1	3	0	Batt Internal (LT)	24" Wide Back Pan
21	Water	Well 23	21	511 Magnolia Ln	-121.974947	37.3320392	22	MCC	B	33x21	6	Full	NO	6	1	3	0	Batt Internal (LT)	24" Wide Back Pan
23	Water	Well 25	23	2600 Benton St	-121.97387	37.345226	20	MCC	B	33x21	6	Full	NO	3	1	3	0	Batt Internal (LT)	24" Wide Back Pan
24	Water	Well 26	24	802 Laurie Way	-121.947804	37.3875644	20	MCC	B	33x21	6	Full	NO	4	1	3	0	Batt Internal (LT)	24" Wide Back Pan
26	Water	Well 29	26	3094 Aspen Dr	-121.960442	37.3765174	19	MCC	B	33x21	6	Full	NO	4	1	3	0	Batt Internal (LT)	24" Wide Back Pan
30	Water	Well 36	62	850 Duane Ave	-121.950077	37.3765174	19	MCC	B	33x21	6	Full	NO	4	3	4	0	Batt Internal (LT)	Owned by SVP - No upgrade
31	Water	Hetch Hetchy 1	33	4798 Great American Pkwy	-121.978291	37.3994931	19	End	B	33x21	4	Full	NO	0	3	4	0	Batt External	
32	Water	Hetch Hetchy 2	34	2339 Gianera St at North Side Tank	-121.95010	37.376535	20	End 6	B	33x21	6	Full	YES	4	5	7	0	Batt External	
36	Water	SCVWD Valley Water Import	31		-122.002859	37.3254097	30	End	B	33x21	4	Full	NO	24	0	4	0	Batt Internal (LT)	
39	Sewer	Northside Pump Station	38	4495 North First Street	-121.964862	37.420941	25	MCC / End 8	B	33x24	4	Full	NO	2	1	3	0	Batt External	
12	Water	Well 13-02	11	1098 Santa Clara St	-121.943867	37.3463387	19	MCC	F	33x22	4	Full	NO	4	1	3	0	Batt Internal (LT)	24" Wide Back Pan
14	Water	Well 15	13	657 Hubbard Ave	-122.000642	37.3339935	19	MCC	F	33x22	4	Full	NO	2	1	3	0	Batt External	
27	Water	Well 30	27	1503 Warburton Ave	-121.953698	37.3556487	20	MCC	F	33x22	6	Full	NO	2	1	3	0	Batt Internal (LT)	
25	Water	Well 28	25	1005 San Tomas Exp	-121.96855	37.3449137	25	MCC	D	33x27	4	Full	NO	5	1	3	0	Batt Internal (LT)	
28	Water	Well 32	60	1802 Agnew	-121.958036	37.3948022	17	MCC	H	28x22	4	Full	NO	22	1	3	0	Batt Internal (RT)	24" Wide Back Pan
29	Water	Well 34	61	615 Moreland Way	-121.945966	37.3960274	20	MCC	H	28x22	4	Full	NO	3	1	3	0	Batt Internal (RT)	24" Wide Back Pan
35	Water	Serra Tanks	32	200 Lawrence Expressway Exit	-122.002056	37.3259692	59	MCC	I	29x21	4	Full	NO	11	6	5	0	Batt Internal	31" H 24" w back pan
3	Water	Well 04	3	1087 Scott Blvd	-121.958875	37.3460986	19	MCC	G	33x23	6	Full	NO	3	1	1	0	Batt Internal (LT)	24" Wide Back Pan
6	Water	Well 05-02		Downtown Tank															INACTIVE - Possible New Install
7	Water	Well 07	5	1693 Pomeroy Ave	-121.985328	37.3539084	16	MCC	G	33x23	7	Full	NO	6	1	3	0	Batt Internal (LT)	24" Wide Back Pan
22	Water	Well 24	22	3729 Swallow way	-121.984644	37.3343008	19	End 8	E	33x33	7	Full	NO	4	1	3	0	Batt Internal (RT)	
33	Water	Northside Tanks	28	2340 Gianera St at North Side Tank	-121.968925	37.400476	25	End 8	E	33x33	7	Full	NO	2	1	3	0	Batt Internal (LT)	
34	Water	Downtown Tank	35	351 Brooklaw Rd	-121.941092	37.3560267	41	End 8	E	33x33	7	Full	YES	9	4	6	0	Batt Internal (4)	
37	Water	Corporate Yard Tank	NEW	1705 Martin Ave				New End 12	E	33x33	7	New Dev	YES	2	6	5	0	Batt Internal (LT)	NEW Development Site to be added to SCADA; Top Entry
40	Sewer	Primaera Lift Station	41	2279 Calle De Luna	-121.964967	37.4089229	12	End 8	E	33x33	6	Full	NO	18	0	1	0	Batt Internal (LT)	Existing TB; No Voltage AI Input; Tasman East project
38	Sewer	De La Cruz Lift Station	43	3899 De La Cruz Blvd	-121.946487	37.392829	19	MCC / End 8	A	27x21	4	Full	NO	9	0	3	0	Batt Internal (LT)	33"H Back pan
41	Sewer	Raballo Pump Station	39	5601 Lafayette St	-121.971548	37.4166959	33	End 8	A	27x21	4	Full	NO	32	0	3	0	Batt External	
56	Storm	RAMBO	50		-121.967831	37.3961943	25	CP End 8	A	27x21	4	Full	YES	19	0	3	0	Batt Internal	
42	Sewer	Tasman Lift Station	18	2800 Tasman Dr	-121.978202	37.4030971	18	Pedestal	K	30x21	4	Full	NO	7	0	1	0	Batt Internal (RT)	Left Side field TB
43	Sewer	Westside Lift Station	40	5345 Great America Pkwy	-121.974743	37.409584	20	End 6	J	27x27	4	Full	NO	7	0	0	0	Batt External	
44	Sewer	Stadium Pump Station	30	4161 Stars and Stripes Dr	-121.965759	37.4041795	20	End 10	MOD	44x33	N/A	Upgrade	NO	N/A	N/A	0	0	UPS	Replace existing RTU with Current RTU x86 w/vdc-PS

= Denotes Proposed Pilot Sites

= Denotes New Site added to SCADA

Type	QTY	Panel Size	MTG Holes
A	3	27x21	4
B	21	33x21	6
C	1	33x24	4
D	1	33x27	4
E	6	33x33	4
F	2	33x22	6
G	2	28x22	4
H	2	29x21	4
I	1	27x27	4
J	1	30x21	4
K	1	30x21	4
MOD	1	Upgrade	0
	42	Total	

1. Proposed City’s Pilot Site

Selection of three RTU Sites to be used as Pilot sites for integration with newly upgraded SCADA system is started.

- Well 10 – RTU 8
- Well 24 – RTU 22

Below is the costing for the two pre-selected pilot sites that are to be performed prior to the installation and upgrades for the remaining site. The existing MDS 9710 Radios shall be re-used. New Fiber run cable, patch panels and terminations shall be provided by the City of Santa Clara. Includes Sales tax rate of 9.125%.

ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE	BID PRICE
1.00	Well 10 - RTU 8	1.00	LS	27,970.00	27,970.00
2.00	Well 24 - RTU 22	1.00	LS	27,970.00	27,970.00
TOTAL AMOUNT OF PROPOSAL					55,940.00

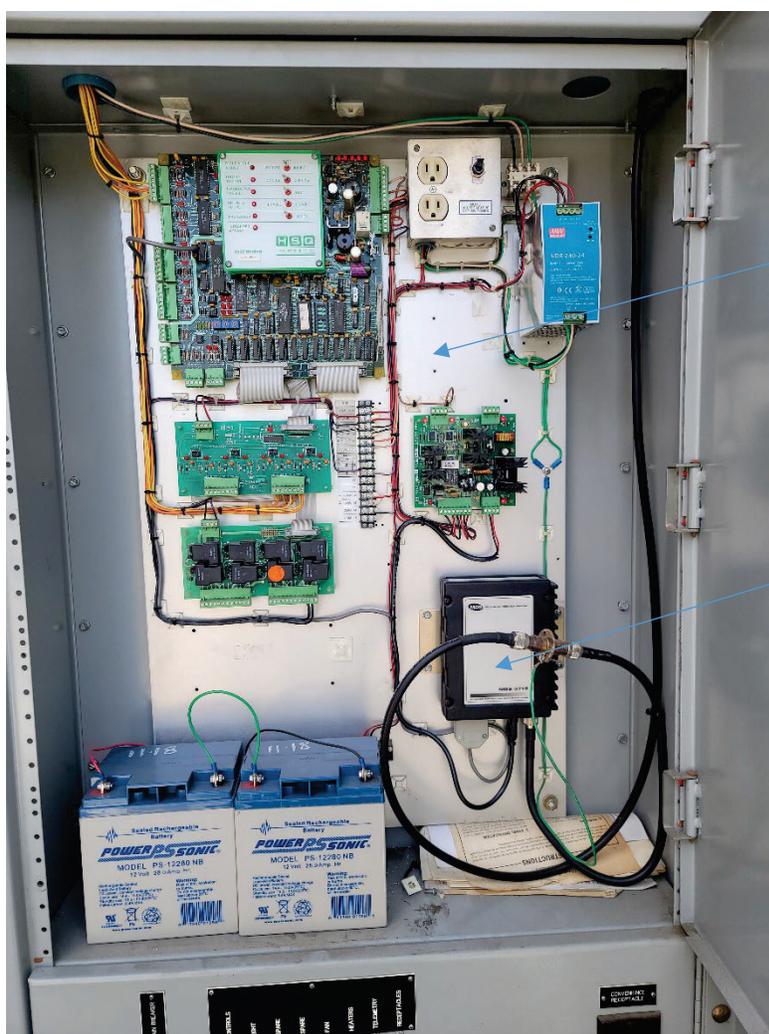
The required field work and startup shall require the use and support of City maintenance personnel to assist with the installation and termination of new RTU back pan design. In addition City personnel shall need to be present for actual cutover and integration to City’s existing SCADA system.

RTU Upgrade Analysis Report (39 RTU Sites)

2. Proposed City's RTU Site Upgrades

Below is the costing for the remaining listed RTU sites that are to be upgraded. The existing MDS 9710 Radios shall be re-used. New Fiber run cable, patch panels and terminations shall be provided by the City of Santa Clara. The below site photo represents the typical old style RTU equipment that has reached end of life status (EOL) for majority of existing RTU Sites currently in use.

HSQ would remove the entire back pan assembly with all mounted equipment and replace with a new RTU back panel assembly shown on next page.

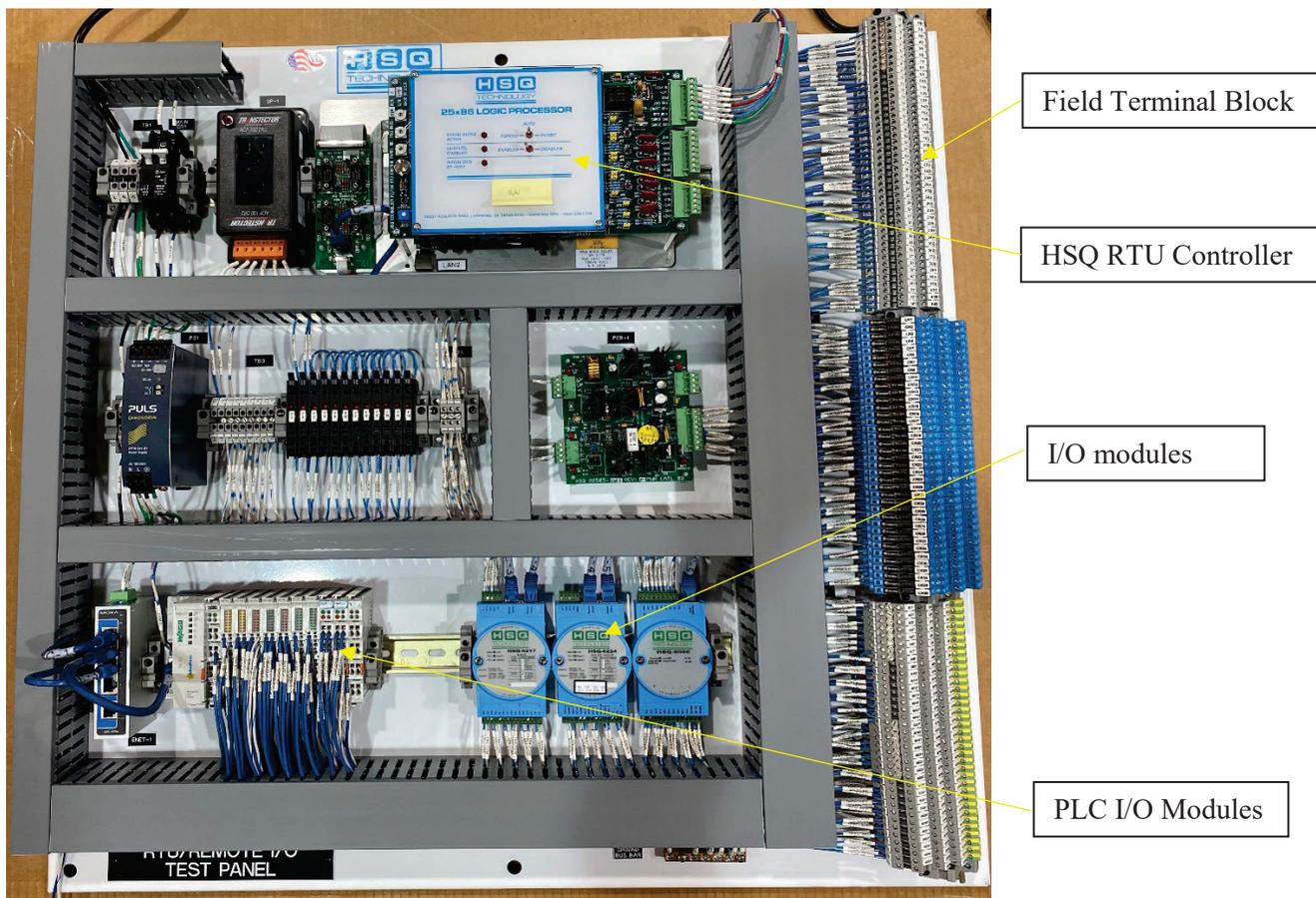


OLD RTU Controller and Controls and back pan to be removed and replaced with new back panel design and upgraded hardware and software

Existing Radio to be re-used in new RTU design.

The below proposal is the pricing for the remaining RTU sites to upgrade. Please note pricing is based on release of all RTU sites in order to maintain the below listed pricing for each site. Corporate Yard site requires a design build and more Design AS BULT Information from the City but we have provided a cost that that should capture the SCADA monitoring requirements.

It is HSQ's intent to provide the latest product offering for the RTU site upgrades with the new HSQ PLC and Input and Output modules. The HSQ panel below depict the new product offering that HSQ is hoping to launch prior to award of RTU upgrade project. The design intent shall be to provide new upgraded RTU Controllers to communicate with the new design for new fiber communication and Existing Radio system communication as a backup.



3. Proposed City's RTU Site Upgrade Pricing

Item No.	Facility	FACILITY ID	RTU ID No.	Address	QTY	UNIT	UNIT Price	Bid Price
1	Water	Well 02-02	1	1540 Market St	1	LS	\$24,000.00	\$24,000.00
2	Water	Well 03-02	2	500 Benton St	1	LS	\$24,000.00	\$24,000.00
3	Water	Well 09-02	7	3300 Pruneridge Ave	1	LS	\$24,000.00	\$24,000.00
	Water	Well 10	8	3640 Forest Ave	BID under Pilot Site	LS	\$27,970.00	\$27,970.00
4	Water	Well 11	9	651 Bucher Ave	1	LS	\$24,000.00	\$24,000.00
5	Water	Well 12	10	3277 San Juan Ave	1	LS	\$24,000.00	\$24,000.00
6	Water	Well 14	12	1935 Townsend Ave	1	LS	\$24,000.00	\$24,000.00
7	Water	Well 16-02	14	1300 Coleman Ave	1	LS	\$24,000.00	\$24,000.00
8	Water	Well 17-02	15	3460 Brookdale Dr	1	LS	\$24,000.00	\$24,000.00
9	Water	Well 18-02	16	2551 Cabrillo Ave	1	LS	\$24,000.00	\$24,000.00
10	Water	Well 21	19	3305 Agate Dr	1	LS	\$24,000.00	\$24,000.00
11	Water	Well 22-02	20	1265 Pomeroy Ave	1	LS	\$24,000.00	\$24,000.00
12	Water	Well 23	21	511 Magnolia Ln	1	LS	\$24,000.00	\$24,000.00
13	Water	Well 25	23	2600 Benton St	1	LS	\$24,000.00	\$24,000.00
14	Water	Well 26	24	802 Laurie Way	1	LS	\$24,000.00	\$24,000.00
15	Water	Well 29	26	3094 Aspen Dr	1	LS	\$24,000.00	\$24,000.00
16	Water	Well 36 - OWNED by SVP	62	850 Duane Ave	1	LS	\$24,000.00	\$24,000.00
17	Water	Hetch Hetchy 1	33	4798 Great American Pkwy	1	LS	\$24,000.00	\$24,000.00
18	Water	Hetch Hetchy 2	34	2339 Gianera St at North Side Tank	1	LS	\$24,000.00	\$24,000.00
19	Water	SCVWD Valley Water Import	31		1	LS	\$24,000.00	\$24,000.00
20	Sewer	Northside Pump Station	38	4495 North First Street	1	LS	\$25,700.00	\$25,700.00
21	Water	Well 13-02	11	1098 Santa Clara St	1	LS	\$24,000.00	\$24,000.00
22	Water	Well 15	13	657 Hubbard Ave	1	LS	\$24,000.00	\$24,000.00
23	Water	Well 30	27	1503 Warburton Ave	1	LS	\$24,000.00	\$24,000.00
24	Water	Well 28	25	1005 San Tomas Exp	1	LS	\$24,000.00	\$24,000.00
25	Water	Well 32	60	1802 Agnew	1	LS	\$25,700.00	\$25,700.00
26	Water	Well 34	61	615 Moreland Way	1	LS	\$24,000.00	\$24,000.00
27	Water	Serra Tanks	32	200 Lawrence Expressway Exit	1	LS	\$25,700.00	\$25,700.00
28	Water	Well 04	3	1087 Scott Blvd	1	LS	\$24,000.00	\$24,000.00
	Water	Well 05-02		NEW DEVELOPMENT	1	LS	TBD	TBD
29	Water	Well 07	5	1693 Pomeroy Ave	1	LS	\$24,000.00	\$24,000.00
30	Water	Well 08	6	3095 Forbes Ave	1	LS	\$24,000.00	\$24,000.00
	Water	Well 24	22	3729 Swallow way	BID under Pilot Site	LS	\$27,970.00	\$27,970.00
31	Water	Northside Tanks	28	2340 Gianera St at North Side Tank	1	LS	\$24,000.00	\$24,000.00
32	Water	Downtown Tank	35	351 Brokaw Rd	1	LS	\$24,000.00	\$24,000.00
	Water	Corporate Yard Tank	NEW	1705 Martin Ave	1	LS	\$295,050.00	\$295,050.00
33	Sewer	Primavera Lift Station	41	2279 Calle De Luna	1		\$25,700.00	\$25,700.00
34	Sewer	De La Cruz Lift Station	43	3899 De La Cruz Blvd	1		\$24,000.00	\$24,000.00
35	Sewer	Rabello Pump Station	39	5601 Lafayette St	1		\$25,700.00	\$25,700.00
36	Storm	RAMBO	50		1		\$25,700.00	\$25,700.00
37	Sewer	Tasman Lift Station	42	2800 Tasman Dr	1		\$24,000.00	\$24,000.00
38	Sewer	Westside Lift Station	40	5345 Great America Pkwy	1		\$24,000.00	\$24,000.00
39	Sewer	Stadium Pump Station	30	4161 Stars and Stripes Dr	1		\$17,800.00	\$17,800.00
							Total	\$1,290,990.00
= Denotes Proposed Pilot Sites = Denotes New Site added To SCADA								

Please Note that RTU sites subject to change based on City Selection and additions throughout budgeted years.

Complete Summary Pricing Breakdown for 3 years Budgeting (2022 thru 2025)

Year 2022 - 2023								
Bid Item No.	Bid Description	QTY	UNIT	UNIT Price	Breakdown			Bid Price
					Labor	Material	Est. Tax	
1	RTU Pilot Sites (2)	1	LS	\$55,940.00	\$36,553.00	\$17,148.00	\$2,239.00	\$55,940.00
2	RTU Site Upgrade ; SCVWD Valley Water Import	1	LS	\$24,000.00	\$14,276.00	\$8,574.00	\$1,150.00	\$24,000.00
3	RTU Site Upgrade ; Rabello	1	LS	\$25,700.00	\$15,576.00	\$8,874.00	\$1,250.00	\$25,700.00
4	Corporate Yard Tank	1	LS	\$295,041.00	\$238,260.00	\$48,757.00	\$8,024.00	\$295,041.00
5	Misc - CO	0	LS	\$0.00				\$0.00
6	Additional Improvements							
a	26 Additional Slide Development	1	LS	\$35,510.00	\$35,510.00			\$35,510.00
d	GPS Time Clock (SCADA Time Sync)	1	LS	\$14,227.00	\$6,949.00	\$6,827.00	\$451.00	\$14,227.00
e	Development of COS Screen for RTU Error points	1	LS	\$8,700.00	\$8,700.00			\$8,700.00
f	Monitoring of Network Equipment (Computers, Network Switches, Comm) on SCADA via a newly developed Screen.	1	LS	\$13,720.00	\$13,720.00			\$13,720.00
g	UPS Monitoring on SCADA; New Screen for UPS monitoring on SCADA.	1	LS	\$18,000.00	\$18,000.00			\$18,000.00
h	Replace/Upgrade Existing Dial in Modem (Mutlitech)	1	LS	\$9,153.00	\$8,130.00	\$962.00	\$61.00	\$9,153.00
				Total				\$499,991.00
Year 2023 - 2024								
Bid Item No.	Bid Description	QTY	UNIT	UNIT Price	Est. Labor	Est. Material	Est. Tax	Bid Price
1	RTU Site Upgrades ; Selection By City from Active listing	1	LS	\$500,000.00	\$285,950.00	\$190,300.00	\$23,750.00	\$500,000.00
				Total				\$500,000.00
Year 2024 - 2025								
Bid Item No.	Bid Description	QTY	UNIT	UNIT Price	Est. Labor	Est. Material	Est. Tax	Bid Price
1	RTU Site Upgrades ; Selection By City from Active listing	1	LS	\$500,000.00	\$285,950.00	\$190,300.00	\$23,750.00	\$500,000.00
				Total				\$500,000.00

Please note that above listed values are estimates and may change based on selection of work per year by the City of Santa Clara and unforeseen field conditions beyond both control of HSQ and the City of Santa Clara.

Exclusion

Fiber Installation and testing
Fiber Patching/Splicing
Fiber patch panels
Prevailing Wage
Certified Payroll
Bonds
Permits
Submittals – other than ‘AS BUILT ‘ Drawing for the new RTU Panels Items nos. 1 & 2

Duration

Project durations will vary pending release of approved orders and timing of release of orders. A schedule will be submitted on any orders that are approved to be released by the City of Santa Clara.

The Projected total lump sum price for this SCADA Upgrade Proposal and all the items listed above is approximately \$1,500,000.00 (**sales tax @ 9.125% included**). **The total amount shall be budgeted over a 3 year period at a release of \$500,000 per year from 2022 through 2025.** Price escalation per year will be evaluated but shall not exceed \$500k per year at a maximum rate range of 3%.

HSQ appreciates the opportunity to provide you with this quotation and looks forward to working with you to finalize the scope of work, pricing, and any required adjustments to the phasing plan scheduling for your continued upgrading for your SCADA System.

Please call the undersigned at 800-486-6684 if you have any questions.

Respectfully,

HSQ TECHNOLOGY, A CORPORATION



Gus Jimenez
Director of Projects and Operations

GJ/PP:ks

cc: est@hsq.com