PROFESSIONAL SERVICES CONTRACT BETWEEN THE CITY OF HUNTINGTON BEACH AND ENTERPRISE AUTOMATION FOR ON CALL SUPPORT SERVICES FOR WATER AND WASTEWATER SCADA SYSTEMS

THIS AGREEMENT ("Agreement") is made and entered into by and between the City of Huntington Beach, a municipal corporation of the State of California, hereinafter referred to as "CITY," and Enterprise Automation, hereinafter referred to as "CONSULTANT."

WHEREAS, CITY desires to engage the services of a consultant to provide On Call Support Services for Water and Wastewater SCADA Systems; and

Pursuant to documentation on file in the office of the City Clerk, the provisions of the Huntington Beach Municipal Code, Chapter 3.03, relating to procurement of professional service contracts have been complied with; and

CONSULTANT has been selected to perform these services,

NOW, THEREFORE, it is agreed by CITY and CONSULTANT as follows:

1. <u>SCOPE OF SERVICES</u>

CONSULTANT shall provide all services as described in Exhibit "A," which is attached hereto and incorporated into this Agreement by this reference. These services shall sometimes hereinafter be referred to as the "PROJECT."

CONSULTANT hereby designates Scott Pickford who shall represent it and be its sole contact and agent in all consultations with CITY during the performance of this Agreement.

2. CITY STAFF ASSISTANCE

CITY shall assign a staff coordinator to work directly with CONSULTANT in the performance of this Agreement.

7. DISPOSITION OF PLANS, ESTIMATES AND OTHER DOCUMENTS

CONSULTANT agrees that title to all materials prepared hereunder, including, without limitation, all original drawings, designs, reports, both field and office notices, calculations, computer code, language, data or programs, maps, memoranda, letters and other documents, shall belong to CITY, and CONSULTANT shall turn these materials over to CITY upon expiration or termination of this Agreement or upon PROJECT completion, whichever shall occur first. These materials may be used by CITY as it sees fit.

8, HOLD HARMLESS

A. CONSULTANT hereby agrees to protect, defend, indemnify and hold harmless CITY, its officers, elected or appointed officials, employees, agents and volunteers from and against any and all claims, damages, losses, expenses, judgments, demands and defense costs (including, without limitation, costs and fees of litigation of every nature or liability of any kind or nature) arising out of or in connection with CONSULTANT's (or CONSULTANT's subcontractors, if any) negligent (or alleged negligent) performance of this Agreement or its failure to comply with any of its obligations contained in this Agreement by CONSULTANT, its officers, agents or employees except such loss or damage which was caused by the sole negligence or willful misconduct of CITY. CONSULTANT will conduct all defense at its sole cost and expense and CITY shall approve selection of CONSULTANT's counsel. This indemnity shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as limitation upon the amount of indemnification to be provided by CONSULTANT.

B. To the extent that CONSULTANT performs "Design Professional Services" within the meaning of Civil Code Section 2782.8, then the following Hold Harmless provision applies in place of subsection A above:

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policy "deductible" of Ten Thousand Dollars (\$10,000.00) or less is permitted. A claims-made policy shall be acceptable if the policy further provides that:

- A. The policy retroactive date coincides with or precedes the initiation of the scope of work (including subsequent policies purchased as renewals or replacements).
- B. CONSULTANT shall notify CITY of circumstances or incidents that might give rise to future claims.

CONSULTANT will make every effort to maintain similar insurance during the required extended period of coverage following PROJECT completion. If insurance is terminated for any reason, CONSULTANT agrees to purchase an extended reporting provision of at least two (2) years to report claims arising from work performed in connection with this Agreement.

If CONSULTANT fails or refuses to produce or maintain the insurance required by this section or fails or refuses to furnish the CITY with required proof that insurance has been procured and is in force and paid for, the CITY shall have the right, at the CITY's election, to forthwith terminate this Agreement. Such termination shall not effect Consultant's right to be paid for its time and materials expended prior to notification of termination. CONSULTANT waives the right to receive compensation and agrees to indemnify the CITY for any work performed prior to approval of insurance by the CITY.

10. CERTIFICATE OF INSURANCE

Prior to commencing performance of the work hereunder, CONSULTANT shall furnish to CITY a certificate of insurance subject to approval of the City Attorney evidencing the foregoing insurance coverage as required by this Agreement; the certificate shall:

A. provide the name and policy number of each carrier and policy;

B. state that the policy is currently in force; and

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event of termination, all finished and unfinished documents, exhibits, report, and evidence shall, at the option of CITY, become its property and shall be promptly delivered to it by CONSULTANT.

13. ASSIGNMENT AND DELEGATION

This Agreement is a personal service contract and the work hereunder shall not be assigned, delegated or subcontracted by CONSULTANT to any other person or entity without the prior express written consent of CITY. If an assignment, delegation or subcontract is approved, all approved assignces, delegates and subconsultants must satisfy the insurance requirements as set forth in Sections 9 and 10 hereinabove.

14. COPYRIGHTS/PATENTS

CITY shall own all rights to any patent or copyright on any work, item or material produced as a result of this Agreement.

15. CITY EMPLOYEES AND OFFICIALS

CONSULTANT shall employ no CITY official nor any regular CITY employee in the work performed pursuant to this Agreement. No officer or employee of CITY shall have any financial interest in this Agreement in violation of the applicable provisions of the California Government Code.

16. NOTICES

Any notices, certificates, or other communications hereunder shall be given either by personal delivery to CONSULTANT's agent (as designated in Section 1 hereinabove) or to CITY as the situation shall warrant, or by enclosing the same in a sealed envelope, postage prepaid, and depositing the same in the United States Postal Service, to the addresses specified below. CITY and CONSULTANT may designate different addresses to which subsequent notices, certificates or other communications will be sent by notifying the other party via personal delivery, a reputable overnight carrier or U. S. certified mail-return receipt requested:

neuter gender and singular or plural number shall be deemed to include the other whenever the context so indicates or requires. Nothing contained herein shall be construed so as to require the commission of any act contrary to law, and wherever there is any conflict between any provision contained herein and any present or future statute, law, ordinance or regulation contrary to which the parties have no right to contract, then the latter shall prevail, and the provision of this Agreement which is hereby affected shall be curtailed and limited only to the extent necessary to bring it within the requirements of the law.

21. DUPLICATE ORIGINAL

The original of this Agreement and one or more copies hereto have been prepared and signed in counterparts as duplicate originals, each of which so executed shall, irrespective of the date of its execution and delivery, be deemed an original. Each duplicate original shall be deemed an original instrument as against any party who has signed it.

22. IMMIGRATION

CONSULTANT shall be responsible for full compliance with the immigration and naturalization laws of the United States and shall, in particular, comply with the provisions of the United States Code regarding employment verification.

23. LEGAL SERVICES SUBCONTRACTING PROHIBITED

CONSULTANT and CITY agree that CITY is not liable for payment of any subcontractor work involving legal services, and that such legal services are expressly outside the scope of services contemplated hereunder. CONSULTANT understands that pursuant to *Huntington Beach City Charter* Section 309, the City Attorney is the exclusive legal counsel for CITY; and CITY shall not be liable for payment of any legal services expenses incurred by CONSULTANT.

Agreement. This Agreement, and the attached exhibits, contain the entire agreement between the parties respecting the subject matter of this Agreement, and supersede all prior understandings and agreements whether oral or in writing between the parties respecting the subject matter hereof.

29. <u>EFFECTIVE DATE</u>

This Agreement shall be effective on the date of its approval by the City Council. This Agreement shall expire when terminated as provided herein.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their authorized officers.

California

CONSULTANT,

ENTERPRISE AUTOMATION

By:

print name
ITS: (circle one) Chairman/President/Vice President

AND

By:_

print name ITS: *(circle one)* Secretary/Chief Financial Officer/Asst. Secretary - Treasurer City Clerk

Mayor

INITIATED AND APPROVED:

CITY OF HUNTINGTON BEACH, a municipal corporation of the State of

Acting Director of Public Works

REVIEWED AND APPROVED:

City Manager

APPROVED AS TO FORM: City Attorney ŴЛ

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EXHIBIT "A"

A. <u>STATEMENT OF WORK:</u> (Narrative of work to be performed)

SEE ATTACHED EXHIBIT A

- B. CONSULTANT'S DUTIES AND RESPONSIBILITIES:
- C. <u>CITY'S DUTIES AND RESPONSIBILITIES:</u>
- D. WORK PROGRAM/PROJECT SCHEDULE:

5. Any billings for extra work or additional services authorized in advance and in writing by CITY shall be invoiced separately to CITY. Such invoice shall contain all of the information required above, and in addition shall list the hours expended and hourly rate charged for such time. Such invoices shall be approved by CITY if the work performed is in accordance with the extra work or additional services requested, and if CITY is satisfied that the statement of hours worked and costs incurred is accurate. Such approval shall not be unreasonably withheld. Any dispute between the parties concerning payment of such an invoice shall be treated as separate and apart from the ongoing performance of the remainder of this Agreement.

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EXHIBIT A



On Call Engineering Services for Water and Wastewater SCADA Systems RFP Response EA Project Number: EA23CH8067, v1.0.0



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2. Methodology

The City's systems integration needs include:

- 1. General ongoing, and 24x7 emergency support through a support contract
- 2. Collection, planning, and execution of non-urgent change requests (CRs)
- 3. Design-build projects including Sewer Lift Stations & Flood Station upgrades

2.1 Support Contract

The City's SCADA system occasionally presents alerts, notifications, and bugs that require troubleshooting. Enterprise Automation has been providing as-needed SCADA technical support services to the City since 2013, averaging about one call per month for mostly minor issues.

The following deliverables and services would be provided under an annual maintenance and support contract. We've included a detailed, draft version of the FY23-24 support contract in Appendix E.

2.1.1 Server software updates and audits

Enterprise Automation established a Windows Server Update Services (WSUS) server during our virtualization project in 2013, WSUS enables a more efficient management of the distribution of updates and hotfixes released by Microsoft for their operating systems. Since its implementation WSUS updates have been executed no less than twice a year.

2.1.2 SCADA software upgrades

Enterprise Automation routinely monitors the City's SCADA software vendors for new version releases, patches, and service packs. After a period of prudent evaluation and testing on the test platform, Enterprise Automation works with the City to deploy updates.

Standard procedure also requires EA to develop a fallback plan so the system can be recovered to a stable condition, if an update has unexpected effects on the system.

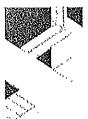
2,1,3 Manufacturer support renewal

The City's SCADA platform consists of a wide variety of hardware and software components. Due to the mission critical nature of the system, EA recommends maintaining manufacturer's support on an annual basis for all SCADA infrastructure. If selected, EA would continue to maintain and update the electronic 'Mantis' tracking system EA has implemented to electronically track the City's software and hardware support renewals.

Some of the software support contracts the City currently has include:

- Dell server next day business support
- Schneider Electric EcoStruxure Control Expert support
- VMware vCenter Server technical support
- VTScada technical support
- Veeam technical support
- AVEVA Reports technical support

This wide variety of components and manufacturers results in a complex annual renewal schedule, which requires a systematic schedule and reminder system to manage successfully. The City should ensure the selected SCADA consultant is willing and able to track this service.



On Call Engineering Services for Water and Wastewater SCADA Systems RFP Response EA Project Number: EA23CHB057, v1.0.0



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2.2 Change Requests (CRs)

A critical component of the City's support system will be leveraging their formal change control system.

A change control system is used to track change requests and work orders, which are typically non-urgent and smaller projects, that do not require significant coordination or budgets.

When implemented correctly, Change Control allows engineers to log requests, develop a proposed solution, obtain authorization to implement the change, and log notes, all within a single interface.

The database also includes features to assign tasks, log notes, and send automated notifications making it extremely valuable for tracking and organizing complex work order backlogs.

Without a trusted change control management system, we've found that it's very difficult to prevent ad-hoc SCADA modifications which are usually made without any record of the nature of the changes, the reason for the change, or authorization for the changes.

EA established a documented change control system for the City in 2014 and has since logged 272 CRs and addressed 224 of them. CRs are assessed with City staff on a regular basis and prioritized to ensure City budget is used in a responsible manner. Less critical CRs or nice-to-have features may be logged simply as conceptual ideas or get rolled into future projects when little or no additional budget is required to address them.

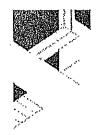
This vital tool has been used to address a wide range of issues from computer memory usage and performance degradation to wastewater cellular communication failures.

EA will continue to maintain the City's Mantls BT based Source Control database and address CRs through ongoing collection, routine check-ins, and annual planning meetings.

We have included a draft copy of the FY23-24 Change Request Contract proposal in Appendix F.

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210 Goddard livine CA 92618 USA Tel 949-769:6000 Fax 949-769-6005 Www.eaintegrator.com



On Call Engineering Services for Water and Wastewater SCADA Systems RFP Response EA Project Number: EA23CHB057, v1.0.0



REP Response Section: Methodology Page Number: 9 of 17

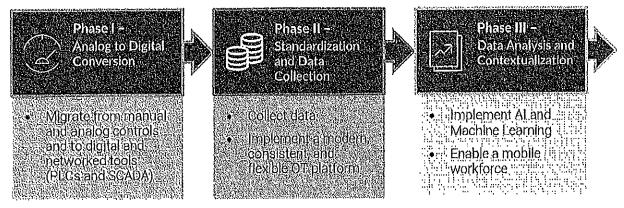
2.3.2 Digital Transformation

Over the past decade, the City has continually moved towards stability, security, and standardization with its SCADA assets. Because of this long-term commitment, the City is in a great position to move to the next phase of their industrial Automation Digital Transformation.

Phase I of digital transformation starts with migrating from manual and analog controls and operations to digital and networked tools (PLCs and SCADA).

The City completed this phase in the early 2000s and has been progressing towards completion of **Phase II**, which includes implementing ubiquitous standardization throughout all assets and developing a modern, adaptive, and converged SCADA platform.

This critical step is focused on collecting data and organizing it, facilitating Phase III where that data is organized, analyzed, and contextualized to improve operations, reduce downtime events, and lower costs.



2.3.2.1 Future Opportunities

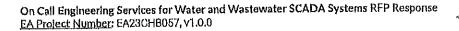
The City's controlled progression to universal standardization through efficient and paced investments has led the City to an exciting time. There are many new tools that can bring a large amount of value with minimal effort.

For example,

- New artificial Intelligence (AI) systems can be used to analyze the historical data being collected to predict future issues before they happen
- Paperless rounds systems can allow operators to perform rounds, transmit the data automatically to the SCADA historian, and be presented with SOPs and drawings in case they find an issue, all from a mobile device in the field
- Machine learning engines can analyze equipment operational data (e.g. pump runtimes, pump start stops, power usage, flow, pressure) to better predict maintenance intervals and prevent equipment failures

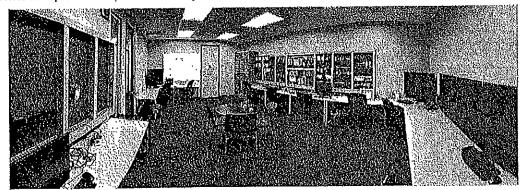
The tools described above, and many more, are meant to show a direct return on investment. They should give City staff better information to make smarter operation decisions. Staff should get time back which can be used to complete other projects the City needs to accomplish.

EA wants to be a partner with the City. EA has many certifications and is continually learning about these new technologies so we can deliver more value to the City.



2,3.3.5 Test platform

Enterprise Automation currently hosts a City of Huntington Beach test platform at their office in Irvine, which consists of a City owned server and miscellaneous PLC hardware, along with all software required to replicate the City's on-site configured SCADA system.



The test platform is a vital tool that we use to mitigate risk, test configurations, and provide faster and more effective technical support. The primary advantage is that with a replica of the City's onsite SCADA platform, we can implement changes in a controlled environment where issues cannot affect safety or production.

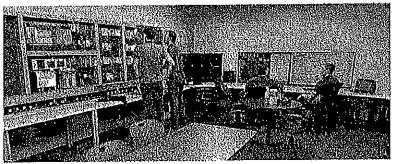
2.3.3.6 In-house testing and Factory Acceptance Testing (FAT)

After development, the testing phase ensures that the programs, configurations, and panel designs are thoroughly validated prior to deployment. EA takes testing extremely seriously because experience has taught us that the success or failure of an industrial automation project directly correlates with the amount and quality of testing performed during that project.

After a detailed set of ITCs (Inspection Test Checklist) has been developed and approved by the City, Enterprise Automation carries out internal testing at its office. Our standard protocol requires that two engineers be present for accountability and thoroughness. Testing typically lasts from one day to multiple weeks depending on the size of the project. Any non-conformance issues are documented, corrected, and then re-tested. The testing engineers, Lead Engineer, and Project Manager assigned to that project must sign off on Internal testing before deployment can begin. All test results are available to the City on a per-request basis.

As required, Enterprise Automation will also host a Factory Acceptance Test (FAT) with the City at our office. The FAT is designed to provide the City the opportunity to review EA's testing process and get invaluable hands-on experience with the final product prior to deployment. Once

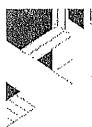
complete, the City must sign off on the FAT before deployment can begin.



210 Goddard Irvine CA 92618 USA Tel 949-769-6000 Fax 949-769-6005 www.eaintegrator.com RFP Response Section: Methodology Page Number, 11 of 17

ENTERPRISE

AUTOMATION



On Call Engineering Services for Water and Wastewater SCADA Systems RFP Response EA Project Number: EA23CHB057, v1.0.0

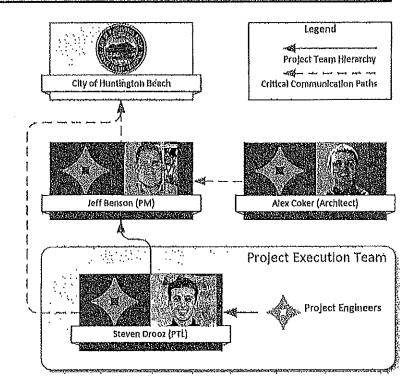


3. Staffing

Enterprise Automation has an experienced and highly motivated staff available to ensure project tasks are executed consistently with our quality process.

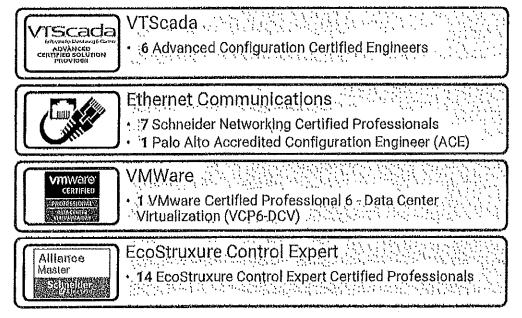
The following personnel would be assigned to the City's projects as required. Additional staff is available and could be allocated if needed. EA will contact the City for approval of any staff augmentations.

Detailed resumes are provided in Appendix A Resumes.



3.1 Certifications

Enterprise Automation currently meets or exceeds all the City's suggested vendor credentials:



Copies of every certification listed above are available in Appendix D Certifications.

PROFESSIONAL SERVICES CONTRACT BETWEEN THE CITY OF HUNTINGTON BEACH AND

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FOR

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Pasadena CA 91107 USA					INSURER					
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OVERAGES				NUMBER: 57009560				EVISION NUMBER:		
THIS IS TO CERTIFY THAT T INDICATED, NOTWITHSTAN CERTIFICATE MAY BE ISSU EXCLUSIONS AND CONDITION	ding any re Ied or may i	ouir Pert	emen Ain, t	IT, TERM OR CONDITION	on of any Orded by t	CONTRACT	or other (S describe Y paid clain	Document with Respe	THE POLICY PERIOD ECT TO WHICH THIS TO ALL THE TERMS hown are as requested	
TYPE OF INSURA		ADDI INSD	SUBR	POLICY NUMBE	ER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	rs	
COMMERCIAL GENERAL								EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person)		
								PERSONAL & ADV INJURY GENERAL AGGREGATE		
GEN'L AGGREGATE LIMIT APPI POLICY PRO- JECT								PRODUCTS - COMP/OP AGG		
				BAP 1857085 04		10/01/2022	10/01/2023	COMBINED SINGLE LIMIT	\$5,000,00	
								(Ea accident) BODILY INJURY (Per person)		
	HEDULED							BODILY INJURY (Per accident)		
HIRED AUTOS NC	ON-OWNED							PROPERTY DAMAGE (Per accident)		
UMBRELLA LIAB	OCCUR							EACH OCCURRENCE		
EXCESS LIAB	CLAIMS-MADE							AGGREGATE		
DED RETENTION	INO	ļ						PER STATUTE OTH		_
EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / I	V / N	31						PER STATUTE OTH		
OFFICER/MEMBER EXCLUDED? (Mandatory In NH)		N/A						E.L. DISEASE-EA EMPLOYEE		
If yes, describe under DESCRIPTION OF OPERATION	NS below	<u> </u>	<u> </u>					E.L. DISEASE-POLICY LIMIT		
										1
LESCRIPTION OF OPERATIONS / LO									1	-
utomobile Liability Cov	verage Ette	ctiv	e Jun	ne 15, 2022 for Par	rtners in	Control In	c DBA Ente	rprise Automation.		
ERTIFICATE HOLDER				(CANCELLA	TION				ية 1
						N DATE THERE		IBED POLICIES BE CANCEL ILL BE DELIVERED IN ACCO		
2000 Main Street					AUTHORIZED R	EPRESENTATIV	E			
Huntington Beach	CA 92648 U	ISA			Å	on Rish	:Insura	nce Services West	Ina	

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AGENCY CUSTOMER ID: ______



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ADDI ADDI	TIONAL REMA	RKS SCHEDULE	Page	_ of _
AGENCY		NAMED INSURED		
CBM, LP		Partners in Control, Inc., DBA: Enterprise Automation		
OLICYNUMBER				
ARRIER	NAIC CODE			
		EFFECTIVE DATE:		
DDITIONAL REMARKS				
HIS ADDITIONAL REMARKS FORM IS A SCHEDUI				
FORM NUMBER: 25 FORM TITLE: Certif	icate of Liability Insurance: I	Notes		
o the extent covered by policy and endorsements:				
Seneral Liability includes, to the extent required by written subrogation. ISO forms defined to include: CG 20 37 10 01	contract or agreement, Blan ; CG 20 10 10 01; CG 24 04	ket Additional Insured, Primary and Non-contributory, and Wa 10 93; CG 20 38 04 13.	iver of	
excess Liability includes, to the extent required by written of Illowing form General Liability.	contract or agreement Prima	ry and Non-Contributory and Wavier of Subrogation. Excess I	iability is	
		·		