

PROFESSIONAL SERVICES CONTRACT BETWEEN
THE CITY OF HUNTINGTON BEACH AND
ENTERPRISE AUTOMATION
FOR
ON-CALL ENGINEERING 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 perform on-all engineering 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. SCOPE OF SERVICES

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 Josh Riley 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.

3. TERM; TIME OF PERFORMANCE

Time is of the essence of this Agreement. The services of CONSULTANT are to commence on _____, 20____ (the "Commencement Date"). This Agreement shall automatically terminate three (3) years from the Commencement Date, unless extended or sooner terminated as provided herein. All tasks specified in **Exhibit "A"** shall be completed no later than (3) years from the Commencement Date. The time for performance of the tasks identified in **Exhibit "A"** are generally to be shown in **Exhibit "A."** This schedule may be amended to benefit the PROJECT if mutually agreed to in writing by CITY and CONSULTANT.

In the event the Commencement Date precedes the Effective Date, CONSULTANT shall be bound by all terms and conditions as provided herein.

4. COMPENSATION

In consideration of the performance of the services described herein, CITY agrees to pay CONSULTANT on a time and materials basis at the rates specified in **Exhibit "B,"** which is attached hereto and incorporated by reference into this Agreement, a fee, including all costs and expenses, not to exceed Nine Hundred Thousand Dollars (\$900,000.00).

5. EXTRA WORK

In the event CITY requires additional services not included in **Exhibit "A"** or changes in the scope of services described in **Exhibit "A,"** CONSULTANT will undertake such work only after receiving written authorization from CITY. Additional compensation for such extra work shall be allowed only if the prior written approval of CITY is obtained.

6. METHOD OF PAYMENT

CONSULTANT shall be paid pursuant to the terms of **Exhibit "B."**

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:

“CONSULTANT hereby agrees to protect, defend, indemnify and hold harmless CITY and its officers, elected or appointed officials, employees, agents and volunteers, from and against any and all claims, damages, losses, expenses, demands and defense costs (including, without limitation, costs and fees of litigation of every nature or liability of any kind or nature) to the extent that the claims against CONSULTANT arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of CONSULTANT. In no event shall the cost to defend charged to CONSULTANT exceed CONSULTANT’s proportionate percentage of fault. However, notwithstanding the previous sentence, in the event one or more other defendants to the claims and/or litigation is unable to pay its share of defense costs due to bankruptcy or dissolution of the business, CONSULTANT shall meet and confer with CITY and other defendants regarding unpaid defense costs. The duty to indemnify, including the duty and the cost to defend, is limited as provided in California Civil Code Section 2782.8.

C. Regardless of whether subparagraph A or B applies, CITY shall be reimbursed by CONSULTANT for all costs and attorney’s fees incurred by CITY in enforcing this obligation. This indemnity shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by CONSULTANT.

9. PROFESSIONAL LIABILITY INSURANCE

CONSULTANT shall obtain and furnish to CITY a professional liability insurance policy covering the work performed by it hereunder. This policy shall provide coverage for CONSULTANT’s professional liability in an amount not less than One Million Dollars (\$1,000,000.00) per occurrence and in the aggregate. The above-mentioned insurance shall not contain a self-insured retention without the express written consent of CITY; however an insurance

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

- C. shall promise that such policy shall not be suspended, voided or canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice; however, ten (10) days' prior written notice in the event of cancellation for nonpayment of premium.

CONSULTANT shall maintain the foregoing insurance coverage in force until the work under this Agreement is fully completed and accepted by CITY.

The requirement for carrying the foregoing insurance coverage shall not derogate from CONSULTANT's defense, hold harmless and indemnification obligations as set forth in this Agreement. CITY or its representative shall at all times have the right to demand the original or a copy of the policy of insurance. CONSULTANT shall pay, in a prompt and timely manner, the premiums on the insurance hereinabove required.

11. INDEPENDENT CONTRACTOR

CONSULTANT is, and shall be, acting at all times in the performance of this Agreement as an independent contractor herein and not as an employee of CITY. CONSULTANT shall secure at its own cost and expense, and be responsible for any and all payment of all taxes, social security, state disability insurance compensation, unemployment compensation and other payroll deductions for CONSULTANT and its officers, agents and employees and all business licenses, if any, in connection with the PROJECT and/or the services to be performed hereunder.

12. TERMINATION OF AGREEMENT

All work required hereunder shall be performed in a good and workmanlike manner. CITY may terminate CONSULTANT's services hereunder at any time with or without cause, and whether or not the PROJECT is fully complete. Any termination of this Agreement by CITY shall be made in writing, notice of which shall be delivered to CONSULTANT as provided herein. In the

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 assignees, 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:

TO CITY:

City of Huntington Beach
ATTN: Brian Ragland
2000 Main Street
Huntington Beach, CA 92648

TO CONSULTANT:

Enterprise Automation
ATTN: Josh Riley
210 Goddard
Irvine, CA 92618

17. CONSENT

When CITY's consent/approval is required under this Agreement, its consent/approval for one transaction or event shall not be deemed to be a consent/approval to any subsequent occurrence of the same or any other transaction or event.

18. MODIFICATION

No waiver or modification of any language in this Agreement shall be valid unless in writing and duly executed by both parties.

19. SECTION HEADINGS

The titles, captions, section, paragraph and subject headings, and descriptive phrases at the beginning of the various sections in this Agreement are merely descriptive and are included solely for convenience of reference only and are not representative of matters included or excluded from such provisions, and do not interpret, define, limit or describe, or construe the intent of the parties or affect the construction or interpretation of any provision of this Agreement.

20. INTERPRETATION OF THIS AGREEMENT

The language of all parts of this Agreement shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against any of the parties. If any provision of this Agreement is held by an arbitrator or court of competent jurisdiction to be unenforceable, void, illegal or invalid, such holding shall not invalidate or affect the remaining covenants and provisions of this Agreement. No covenant or provision shall be deemed dependent upon any other unless so expressly provided here. As used in this Agreement, the masculine or

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.

24. ATTORNEY'S FEES

In the event suit is brought by either party to construe, interpret and/or enforce the terms and/or provisions of this Agreement or to secure the performance hereof, each party shall bear its own attorney's fees, such that the prevailing party shall not be entitled to recover its attorney's fees from the nonprevailing party.

25. SURVIVAL

Terms and conditions of this Agreement, which by their sense and context survive the expiration or termination of this Agreement, shall so survive.

26. GOVERNING LAW

This Agreement shall be governed and construed in accordance with the laws of the State of California.

27. SIGNATORIES

Each undersigned represents and warrants that its signature hereinbelow has the power, authority and right to bind their respective parties to each of the terms of this Agreement, and shall indemnify CITY fully for any injuries or damages to CITY in the event that such authority or power is not, in fact, held by the signatory or is withdrawn.

28. ENTIRETY

The parties acknowledge and agree that they are entering into this Agreement freely and voluntarily following extensive arm's length negotiation, and that each has had the opportunity to consult with legal counsel prior to executing this Agreement. The parties also acknowledge and agree that no representations, inducements, promises, agreements or warranties, oral or otherwise, have been made by that party or anyone acting on that party's behalf, which are not embodied in this Agreement, and that that party has not executed this Agreement in reliance on any representation, inducement, promise, agreement, warranty, fact or circumstance not expressly set forth in this

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. EFFECTIVE DATE

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.

CONSULTANT,

ENTERPRISE AUTOMATION
COMPANY NAME

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

By: _____

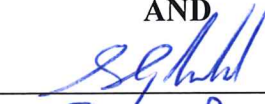

Joshua R. Let

print name

ITS: (circle one) Chairman/President Vice President

AND

By: _____


Scott Pickford

print name

ITS: (circle one) Secretary/Chief Financial Officer/Asst.
Secretary - Treasurer

Mayor

City Clerk

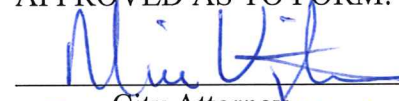
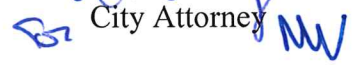
INITIATED AND APPROVED:


Director of Public Works

REVIEWED AND APPROVED:

City Manager

APPROVED AS TO FORM:


City Attorney 

2 Scope of Work

2.1 Project Management

EA will provide a dedicated project manager to be the main point of contact and steward all communication through EA. The PM has primary responsibility for this project's scope, budget, and schedule.

The PM will prepare a project schedule, publish it, and periodically update it as the project unfolds. At the commencement of the project, the PM will submit the schedule to the City.

Throughout the life of the project, the PM will perform all commercial, budget, and project tracking related updates.

For each client workshop or meeting involving key project decisions, EA's PM will draft and release meeting minutes with action items and dates assigned within one week.

Key Project Management Roles and Activities:

1. Primary point of contact, communications coordination
2. Project scheduling
3. Internal project team meeting coordination
4. Project status tracking (daily/weekly)
5. Project status communication with CoHB
6. Project coordination

2.1.1.1 Project status updates

The PM will contact the City's project manager a minimum of once every two weeks via email to provide status updates for all ongoing tasks. This standard practice helps to maintain an open line of communication when current project activities do not require direct contact between EA and the City's project manager.

Additionally, EA expects the City will routinely attend design workshops at EA to review current progress and provide feedback.

2.2 Project Initiation

Once the project team has been established, they will perform an internal team kickoff to review the WP SCADA Replacement Project outcomes and this project's scope, budget, schedule, and risk areas

2.3 VTScada application setup

On the City's test platform, which resides in EA's server room, the team will set up the new Wastewater VTScada application.

Customer:	City of Huntington Beach	Effective Date:	7/2/2020
Revision:	1.0.0	Page Number:	4 of 9
Filename:	EA20CHB066 SCOPE VTScada WW SCADA Replacement 1.0.0.docx		

2.4 Pilot site design and implementation

2.4.1 Design

CoHB and EA will decide which operating site to pilot. EA will then develop an execution plan style specification. This less-formal method of design documentation is efficient to develop and less costly to update. It works well with the agile execution methodology that will be employed.

The execution plan specification will then be used to configure new screen(s) for the pilot site.

2.4.2 Implementation

Here are the anticipated steps that will be taken to create the pilot screen(s).

1. Investigate graphics and tags currently in Wonderware
2. Design and build equipment tag types
3. Update I/O list with tag names and scaling
4. Build page template and widgets
5. Complete informal internal testing
6. Update communications logic in the master PLC
7. Deploy the pilot

Once complete, the pilot can be fully operated using the City's VTScada platform. We expect the City will take some time to evaluate the pilot first, then EA will work with the City to identify any modifications that would improve the implementation, before finalizing the site design.

2.5 Implement the remaining 29 sites

Once the Pilot has been validated and the City has approved its final design, EA will configure the rest of the Wastewater platform, leveraging the Pilot as a template to implement the remaining 29 lift stations

The specific steps will include:

1. Build page template and widgets for pages not included with the in pilot
2. Create tags
3. Duplicate screens
 - o Well overview
 - o I/O status
4. Develop the following screens:
 - o Overview page
 - o Map pages
 - o Trends 30x
 - o Communications Statistics



Enterprise Automation
210 Goddard Irvine CA 92618 USA
Tel 949-769-6000 Fax 949-769-6005
www.eaintegrator.com

2.6 TopView

We assume that the overall TopView configuration will be the same for the new platform as is currently in use with the existing Wonderware platform.

Primarily, updates will be made to point it at the new VTScada tags instead of the existing Wonderware tags.

Specific steps will include:

1. Update the existing specification
2. Switch to OPC and connect to VTScada
 - o This will require a license modification
3. Reconfigure tag list

2.7 Testing

The team will then develop and execute a detailed suite of test documentation detailing the steps required to validate the new Wastewater SCADA platform.

Testing will include both internal and client witnessed phases. EA will work with the City to ensure they have sufficient involvement with testing to address any concerns.

2.8 Deploy

Per Standard EA protocol, deploy planning will start early in the project and will be a highly collaborative process with the City.

As with the Water Production platform deployment, the new Wastewater platform will be deployed in parallel with the existing Wonderware platform. The Master PLC which EA implemented in 2019 will allow both systems to communicate with the field devices simultaneously, so the City can evaluate the new platform while maintaining a stable rollback option.

2.9 Transition of operations over to VTScada

Once the City is satisfied with new VTScada Wastewater SCADA system, EA will provide training to City staff as-needed to migrate operations permanently.

A detailed training manual will be provided which can be used to train future personnel.

Customer:	City of Huntington Beach	Effective Date:	7/2/2020
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2020 Engineering Rates

Engineering Rates	Rate Classification	Engineering
	Project Engineer 1	\$185 / hr
	Project Engineer 2	\$225 / hr
	Lead Engineer	\$235 / hr
	Project Manager	\$240 / hr
	Architect	\$275 / hr
	Engineering Intern	\$100 / hr
	CAD	\$150 / hr
	Admin	\$100 / hr

Travel time is charged as regular Engineering time.

Rate classifications charged by engineers are based on a project role/responsibility basis, not title.

Overtime	Unless otherwise arranged, overtime rates are:	
	Time and a half	outside of normal business hours, or time in excess of 8 hours per day
	Double time	Saturday, Sunday and holidays, or time in excess of 12 hours per day

General	Personal vehicle mileage	as per the published IRS mileage rate
	Travel expenses	at cost
	Meals and incidentals	GSA established per diem rate
	Payment terms	Net 30 days

Notes	All jobs will be billed at EA's standard municipal rates for a given year. Note that rates are subject to standard yearly escalations, which go into effect on January 1 st of each year. Rate escalations are projected to be between 3-5% yearly.
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Rates effective 1/1/2020 through 12/31/2020

Nothing leaves Enterprise untested



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/14/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER ECBM, LP 1400 N Providence Road Suite 5025 Media PA 19063		CONTACT NAME: Jeff Forbes PHONE (A/C, No, Ext): (610) 668-7100 FAX (A/C, No): (610) 667-2208 E-MAIL ADDRESS: jforbes@ecbm.com	
INSURED Partners in Control, Inc., DBA: Enterprise Automation 210 Goddard Irvine CA 92618		INSURER(S) AFFORDING COVERAGE INSURER A: Lloyds of London INSURER B: Evanston Insurance Company INSURER C: Federal Insurance Company INSURER D: INSURER E: INSURER F:	
		NAIC # 35378 20281	

COVERAGES

CERTIFICATE NUMBER: 20 M

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			ARG11212A20	06/15/2020	06/15/2021	EACH OCCURRENCE	\$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
	<input checked="" type="checkbox"/> Contractual Liability						MED EXP (Any one person)	\$ 5,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY	\$ 1,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC						GENERAL AGGREGATE	\$ 2,000,000
	OTHER:						PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
	AUTOMOBILE LIABILITY			A00005433	06/15/2020	06/15/2021	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$
	<input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	\$
								\$
B	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR			MKLV7EUL100820	06/15/2020	06/15/2021	EACH OCCURRENCE	\$ 2,000,000
	<input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE	\$ 2,000,000
	DED <input type="checkbox"/> RETENTION \$ <input type="checkbox"/>							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y <input type="checkbox"/> N	N/A				E.L. EACH ACCIDENT	\$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$
A	Professional Liability			ARG11212A20	06/15/2020	06/15/2021	Each Claim	\$2,000,000
							Aggregate	\$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Not Applicable

APPROVED AS TO FORM

By:

Michael Gates, City Attorney

CERTIFICATE HOLDER

CANCELLATION

City of Huntington Beach 2000 Main Street Huntington Beach CA 92648	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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AGENCY CUSTOMER ID: _____

LOC #: _____

**ADDITIONAL REMARKS SCHEDULE**

Page ____ of ____

AGENCY ECBM, LP		NAMED INSURED Partners in Control, Inc., DBA: Enterprise Automation
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,****FORM NUMBER:** 25 **FORM TITLE:** Certificate of Liability Insurance: Notes

To the extent covered by policy and endorsements:

General Liability includes, to the extent required by written contract or agreement, Blanket Additional Insured, Primary and Non-contributory, and Waiver of Subrogation. ISO forms defined to include: CG 20 37 10 01; CG 20 10 10 01; CG 24 04 10 93; CG 20 38 04 13.

Automobile Liability includes additional insured and waiver of subrogation as required by written contract.

Excess Liability includes, to the extent required by written contract or agreement Primary and Non-Contributory and Wavier of Subrogation. Excess liability is following form general and employers liability.

CITY OF HUNTINGTON BEACH
On Call Engineering Services for Water and Wastewater SCADA Systems

Proposer: Enterprise Automation

Evaluator Name: Comments are excerpts & ratings are average of all 3 evaluators

Date: 7-17-20

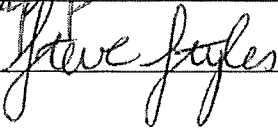
Criteria	Score	Weight Factor	Weighted Score
Compliance with RFP Requirements	4.7	10	47
Grasp of the project requirements including identification of critical elements and key issues.			
Comments: "A thorough 81 page proposal which is how they have approached all of our projects."			
"Enterprise Automation goes over the top when it comes to planning and deploying any requested changes to the SCADA system."			
Technical Approach	4.3	25	107.5
Technical approach and work plan, including innovative approaches.			
Comments: "Enterprise Automation excels in planning, forecasting, setting objectives and determining courses of action. Over the past 7 years EA has taken our SCADA system to the "next level"..." "They have also demonstrated that all EA staff that work on the City SCADA system can perform the same quality of work."			
Qualifications and experience of Firm, key individuals and sub-consultants.	4.7	30	141
This includes recent experience in conducting similar scope, complexity, and magnitude of services provided to other public agencies. Also includes educational background, work experience, and directly related consulting experience of staff assigned to the project.			
Comments: "Enterprise Automation staff are exceptional with up to date certifications. They are also up to date with the latest software and versions that the City SCADA system are currently using." "All Enterprise Automation staff that are assigned to the City SCADA system are more than qualified, and also have the skills to implement the latest software for future needs."			
Clarity	4.3	10	43
The clarity of the qualification submittal			
Comments: "Enterprise Automation has provided numerous qualifications and job references that are clear and concise for meeting the needs of our SCADA system."			
Local Vendor Preference	4	5	20
Does firm have an established home office in Huntington Beach. Verify Business License.			
Comments: "Enterprise Automation is based in Irvine and does have a business license on Huntington Beach." "There on-call and after hour service is exceptional."			
Cost	3	10	30
Is cost competitive and realistic? Does cost meet our budgeted amount?			
Comments: The cost is realistic and meets our budget amount.			
References	4.7	10	47
Reference checks will only be conducted for a short list of firms or the top rated firm.			
Comments: Enterprise Automation gave numerous detailed impressive reference. The highest reference of all is our own personal experience with working with Enterprise Automation.			
Total Score		100	435.5
Total Weighted Score			

Scores are given from 0 to 5 points indicating:

- 0 - (Zero) criterion was not addressed at all
- 1 - Unacceptable
- 2 - Below Average with concerns
- 3 - Average
- 4 - Above Average
- 5 - Exceptional

Signature of Evaluator #1: 

Signature of Evaluator #2: 

Signature of Evaluator #3: 

CITY OF HUNTINGTON BEACH
On Call Engineering Services for Water and Wastewater SCADA Systems

Proposer: Cal Coast Reps, Inc.

Evaluator Name: Comments are excerpts & ratings are average of all 3 evaluators

Date: 7-17-20

Criteria	Score	Weight Factor	Weighted Score
Compliance with RFP Requirements	1.7	10	17
Grasp of the project requirements including identification of critical elements and key issues.			
Comments: "Minimal 4 page proposal half of which was copy & pasted of the RFP and the rest more of a boiler plate response." "Cal Coast Power has seemed to miss the mark as to what The City of Huntington Beach is striving for, a simple, powerful low coast SCADA system (VTScada)"			
Technical Approach	1.7	25	42.5
Technical approach and work plan, including innovative approaches.			
Comments: Missed the understanding of the RFP which states we just went from Wonderware to VTScada and their approach was to go to Wonderware.			
Qualifications and experience of Firm, key individuals and sub-consultants.	2.3	30	69
This includes recent experience in conducting similar scope, complexity, and magnitude of services provided to other public agencies. Also includes educational background, work experience, and directly related consulting experience of staff assigned to the project.			
Comments: "Minimal staff (owner + one sub) no mention of any certifications"			
Clarity	1.7	10	17
The clarity of the qualification submittal			
Comments: "Very little detail and generalized procedures." "Their approach did not seem clear as they seem want to engineer us back to Wonderware"			
Local Vendor Preference	3.3	5	16.5
Does firm have an established home office in Huntington Beach. Verify Business License.			
Comments: Home office is in Costa Mesa			
Cost	3	10	30
Is cost competitive and realistic? Does cost meet our budgeted amount?			
Comments: "Yes, Cal Coast Reps costs are competitive and realistic."			
References	2.3	10	23
Reference checks will only be conducted for a short list of firms or the top rated firm.			
Comments: "References made no mention of VTScada experience and no details to the projects they do reference." "No applicable reference" "Reference are not very thorough."			
Total Score		100	215
Total Weighted Score			

Scores are given from 0 to 5 points indicating:

- 0 - (Zero) criterion was not addressed at all
- 1 - Unacceptable
- 2 - Below Average with concerns
- 3 - Average
- 4 - Above Average
- 5 - Exceptional

Signature of Evaluator #1:

[Handwritten Signature]

Signature of Evaluator #2:

[Handwritten Signature]

Signature of Evaluator #3:

[Handwritten Signature]