

**CITY OF UPLAND
PROFESSIONAL SERVICES AGREEMENT**

This Agreement is made and entered into as of **August 11, 2025** by and between the City of Upland, a public agency organized and operating under the laws of the State of California with its principal place of business at 460 N. Euclid Avenue, Upland, CA 91786 ("City"), and Soffa Electric Inc., a California Corporation with its principal place of business at 5901 Corvette Street, Commerce, CA 90040 (hereinafter referred to as "Consultant"). City and Consultant are sometimes individually referred to as "Party" and collectively as "Parties" in this Agreement.

RECITALS

A. City is a public agency of the State of California and is in need of professional services for the following project:

Project #92140 SCADA System Upgrade (hereinafter referred to as "the Project").

B. Consultant is duly licensed and has the necessary qualifications to provide such services.

C. The Parties desire by this Agreement to establish the terms for City to retain Consultant to provide the services described herein.

AGREEMENT

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. Services.

Consultant shall provide the City with the services described in the Scope of Services attached hereto as Exhibit "A."

2. Compensation.

a. Subject to paragraph 2(b) below, the City shall pay for such services in accordance with the Schedule of Charges set forth in Exhibit "B."

b. The City shall pay to the Contractor as full compensation for the performance of the Contract, subject to any additions or deductions as provided in the Contract Documents, and including all applicable taxes and costs, the sum of **One Million Six Hundred Twenty-Nine Thousand Six Hundred Twenty-Five Dollars and Zero Cents (\$1,629,625.00)**. Any work above \$1,629,625 up to \$1,900,000.00 for unforeseen conditions, change orders, etc. is at the City's sole discretion. Total compensation shall not exceed \$1,900,000.00 without prior approval from the City Council. Periodic payments shall be made within 30 days of receipt of an invoice which includes a detailed description of the work performed. Payments to Consultant for work performed will be made on a monthly billing basis.

3. Additional Work.

If changes in the work seem merited by Consultant or the City, and informal consultations with the other party indicate that a change is warranted, it shall be processed in the following

manner: a letter outlining the changes shall be forwarded to the City by Consultant with a statement of estimated changes in fee or time schedule. An amendment to this Agreement or contract change order shall be prepared by the City and executed by both Parties before performance of such services, or the City will not be required to pay for the changes in the scope of work. Such amendment or contract change order shall not render ineffective or invalidate unaffected portions of this Agreement.

4. Maintenance of Records.

Books, documents, papers, accounting records, and other evidence pertaining to costs incurred shall be maintained by Consultant and made available at all reasonable times during the contract period and for four (4) years from the date of final payment under the contract for inspection by City.

5. Term and Time of Performance.

The term of this Agreement shall be from August 11, 2025 to December 31, 2026; unless earlier terminated as provided herein. The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the Project. Consultant shall perform its services in a prompt and timely manner within the term of this Agreement and shall commence performance upon receipt of written notice from the City to proceed ("Notice to Proceed"). The Notice to Proceed shall set forth the date of commencement of work.

Consultant shall perform its services in a prompt and timely manner and shall commence performance upon receipt of written notice from the City to proceed ("Notice to Proceed"). Consultant shall complete the services required hereunder within 365 calendar days. The Notice to Proceed shall set forth the date of commencement of work.

6. Delays in Performance.

a. Neither City nor Consultant shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. For purposes of this Agreement, such circumstances include but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; pandemics; war; riots and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage or judicial restraint.

b. Should such circumstances occur, the non-performing party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.

7. Compliance with Law.

a. Consultant shall comply with all applicable laws, ordinances, codes and regulations of the federal, state and local government, including Cal/OSHA requirements.

b. If required, Consultant shall assist the City, as requested, in obtaining and maintaining all permits required of Consultant by federal, state and local regulatory agencies.

c. If applicable, Consultant is responsible for all costs of clean up and/ or removal of hazardous and toxic substances spilled as a result of his or her services or operations performed under this Agreement.

8. Standard of Care

Consultant's services will be performed in accordance with generally accepted professional practices and principles and in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions.

9. Assignment and Subconsultant

Consultant shall not assign, sublet, or transfer this Agreement or any rights under or interest in this Agreement without the written consent of the City, which may be withheld for any reason. Any attempt to so assign or so transfer without such consent shall be void and without legal effect and shall constitute grounds for termination. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement. Nothing contained herein shall prevent Consultant from employing independent associates, and subconsultants as Consultant may deem appropriate to assist in the performance of services hereunder.

10. Independent Contractor

Consultant is retained as an independent contractor and is not an employee of City. No employee or agent of Consultant shall become an employee of City. The work to be performed shall be in accordance with the work described in this Agreement, subject to such directions and amendments from City as herein provided.

a. PERS Eligibility Indemnification

In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System ("PERS") to be eligible for enrollment in PERS as an employee of the City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in PERS as an employee of City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for PERS benefits.

11. Insurance. Consultant shall not commence work for the City until it has provided evidence satisfactory to the City it has secured all insurance required under this section. In addition, Consultant shall not allow any subcontractor to commence work on any subcontract until it has secured all insurance required under this section.

a. Commercial General Liability

(i) The Consultant shall take out and maintain, during the performance of all work under this Agreement, in amounts not less than specified herein, Commercial General Liability Insurance, in a form and with insurance companies acceptable to the City.

(ii) Coverage for Commercial General Liability insurance shall be at least as broad as the following:

(1) Insurance Services Office Commercial General Liability coverage (Occurrence Form CG 00 01) or exact equivalent.

(iii) Commercial General Liability Insurance must include coverage for the following:

- (1) Bodily Injury and Property Damage
- (2) Personal Injury/Advertising Injury
- (3) Premises/Operations Liability
- (4) Products/Completed Operations Liability
- (5) Aggregate Limits that Apply per Project
- (6) Explosion, Collapse and Underground (UCX) exclusion deleted
- (7) Contractual Liability with respect to this Agreement
- (8) Property Damage
- (9) Independent Contractors Coverage

(iv) The policy shall contain no endorsements or provisions limiting coverage for (1) contractual liability; (2) cross liability exclusion for claims or suits by one insured against another; (3) products/completed operations liability; or (4) contain any other exclusion contrary to the Agreement.

(v) The policy shall give City, its officials, officers, employees, agents and City designated volunteers additional insured status using ISO endorsement forms CG 20 10 10 01 and 20 37 10 01, or endorsements providing the exact same coverage.

(vi) The general liability program may utilize either deductibles or provide coverage excess of a self-insured retention, subject to written approval by the City, and provided that such deductibles shall not apply to the City as an additional insured.

b. Automobile Liability

(i) At all times during the performance of the work under this Agreement, the Consultant shall maintain Automobile Liability Insurance for bodily injury and property damage including coverage for owned, non-owned and hired vehicles, in a form and with insurance companies acceptable to the City.

(ii) Coverage for automobile liability insurance shall be at least as broad as Insurance Services Office Form Number CA 00 01 covering automobile liability (Coverage Symbol 1, any auto).

(iii) The policy shall give City, its officials, officers, employees, agents and City designated volunteers additional insured status.

(iv) Subject to written approval by the City, the automobile liability program may utilize deductibles, provided that such deductibles shall not apply to the City as an additional insured, but not a self-insured retention.

c. Workers' Compensation/Employer's Liability

(i) Consultant certifies that he/she is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and he/she will comply with such provisions before commencing work under this Agreement.

(ii) To the extent Consultant has employees at any time during the term of this Agreement, at all times during the performance of the work under this Agreement, the Consultant shall maintain full compensation insurance for all persons employed directly by him/her to carry out the work contemplated under this Agreement, all in accordance with the "Workers' Compensation and Insurance Act," Division IV of the Labor Code of the State of California and any acts amendatory thereof, and Employer's Liability Coverage in amounts indicated herein. Consultant shall require all subconsultants to obtain and maintain, for the period required by this Agreement, workers' compensation coverage of the same type and limits as specified in this section.

d. Professional Liability (Errors and Omissions)

At all times during the performance of the work under this Agreement the Consultant shall maintain professional liability or Errors and Omissions insurance appropriate to its profession, in a form and with insurance companies acceptable to the City and in an amount indicated herein. This insurance shall be endorsed to include contractual liability applicable to this Agreement and shall be written on a policy form specifically designed to protect against acts, errors or omissions of the Consultant. "Covered Professional Services" as designated in the policy must specifically include work performed under this Agreement. The policy must "pay on behalf of" the insured and must include a provision establishing the insurer's duty to defend.

e. Minimum Policy Limits Required

(i) The following insurance limits are required for the Agreement:

	<u>Combined Single Limit</u>
Commercial General Liability	\$1,000,000 per occurrence/ \$2,000,000 aggregate for bodily injury, personal injury, and property damage
Automobile Liability	\$1,000,000 combined single limit
Employer's Liability	\$1,000,000 per accident or disease
Professional Liability	\$1,000,000 per claim and aggregate (errors and omissions)

(ii) Defense costs shall be payable in addition to the limits.

(iii) Requirements of specific coverage or limits contained in this section are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance. Any available coverage shall be provided to the parties required to be named as Additional Insured pursuant to this Agreement.

f. Evidence Required

Prior to execution of the Agreement, the Consultant shall file with the City evidence of insurance from an insurer or insurers certifying to the coverage of all insurance required herein. Such evidence shall include original copies of the ISO CG 00 01 (or insurer's equivalent) signed by the insurer's representative and Certificate of Insurance (Acord Form 25-S or equivalent), together with required endorsements. All evidence of insurance shall be signed by a properly authorized officer, agent, or qualified representative of the insurer and shall certify the names of the insured, any additional insureds, where appropriate, the type and amount of the insurance, the location and operations to which the insurance applies, and the expiration date of such insurance.

g. Policy Provisions Required

(i) Consultant shall provide the City at least thirty (30) days prior written notice of cancellation of any policy required by this Agreement, except that the Consultant shall provide at least ten (10) days prior written notice of cancellation of any such policy due to non-payment of premium. If any of the required coverage is cancelled or expires during the term of this Agreement, the Consultant shall deliver renewal certificate(s) including the General Liability Additional Insured Endorsement to the City at least ten (10) days prior to the effective date of cancellation or expiration.

(ii) The Commercial General Liability Policy and Automobile Policy shall each contain a provision stating that Consultant's policy is primary insurance and that any insurance, self-insurance or other coverage maintained by the City or any named insureds shall not be called upon to contribute to any loss.

(iii) The retroactive date (if any) of each policy is to be no later than the effective date of this Agreement. Consultant shall maintain such coverage continuously for a period of at least three years after the completion of the work under this Agreement. Consultant shall purchase a one (1) year extended reporting period A) if the retroactive date is advanced past the effective date of this Agreement; B) if the policy is cancelled or not renewed; or C) if the policy is replaced by another claims-made policy with a retroactive date subsequent to the effective date of this Agreement.

(iv) All required insurance coverages, except for the professional liability coverage, shall contain or be endorsed to provide a waiver of subrogation in favor of the City, its officials, officers, employees, agents, and volunteers or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against City, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

(v) The limits set forth herein shall apply separately to each insured against whom claims are made or suits are brought, except with respect to the limits of liability. Further the limits set forth herein shall not be construed to relieve the Consultant from liability in excess of such coverage, nor shall it limit the Consultant's indemnification obligations to the City

and shall not preclude the City from taking such other actions available to the City under other provisions of the Agreement or law.

h. Qualifying Insurers

(i) All policies required shall be issued by acceptable insurance companies, as determined by the City, which satisfy the following minimum requirements:

(1) Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and admitted to transact in the business of insurance in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law.

i. Additional Insurance Provisions

(i) The foregoing requirements as to the types and limits of insurance coverage to be maintained by Consultant, and any approval of said insurance by the City, is not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Consultant pursuant to this Agreement, including but not limited to, the provisions concerning indemnification.

(ii) If at any time during the life of the Agreement, any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Consultant or City will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, City may cancel this Agreement.

(iii) The City may require the Consultant to provide complete copies of all insurance policies in effect for the duration of the Project.

(iv) Neither the City nor any of its officials, officers, employees, agents or volunteers shall be personally responsible for any liability arising under or by virtue of this Agreement.

j. Subconsultant Insurance Requirements. Consultant shall not allow any subcontractors or subconsultants to commence work on any subcontract until they have provided evidence satisfactory to the City that they have secured all insurance required under this section. Policies of commercial general liability insurance provided by such subcontractors or subconsultants shall be endorsed to name the City as an additional insured using ISO form CG 20 38 04 13 or an endorsement providing the exact same coverage. If requested by Consultant, City may approve different scopes or minimum limits of insurance for particular subcontractors or subconsultants.

12. Indemnification.

a. To the fullest extent permitted by law, Consultant shall defend (with counsel of City's choosing), indemnify and hold the City, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any acts, errors or

omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's services, the Project or this Agreement, including without limitation the payment of all damages, expert witness fees and attorney's fees and other related costs and expenses. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Consultant, the City, its officials, officers, employees, agents, or volunteers.

b. If Consultant's obligation to defend, indemnify, and/or hold harmless arises out of Consultant's performance of "design professional" services (as that term is defined under Civil Code section 2782.8), then, and only to the extent required by Civil Code section 2782.8, which is fully incorporated herein, Consultant's indemnification obligation shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, and, upon Consultant obtaining a final adjudication by a court of competent jurisdiction, Consultant's liability for such claim, including the cost to defend, shall not exceed the Consultant's proportionate percentage of fault.

13. California Labor Code Requirements.

a. Consultant is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects ("Prevailing Wage Laws"). If the services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. Consultant shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory upon the Consultant and all subconsultants to comply with all California Labor Code provisions, which include but are not limited to prevailing wages (Labor Code Sections 1771, 1774 and 1775), employment of apprentices (Labor Code Section 1777.5), certified payroll records (Labor Code Sections 1771.4 and 1776), hours of labor (Labor Code Sections 1813 and 1815) and debarment of contractors and subcontractors (Labor Code Section 1777.1). The requirement to submit certified payroll records directly to the Labor Commissioner under Labor Code section 1771.4 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4.

b. If the services are being performed as part of an applicable "public works" or "maintenance" project, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Consultant and all subconsultants performing such services must be registered with the Department of Industrial Relations. Consultant shall maintain registration for the duration of the Project and require the same of any subconsultants, as applicable. Notwithstanding the foregoing, the contractor registration requirements mandated by Labor Code Sections 1725.5 and 1771.1 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Sections 1725.5 and 1771.1.

c. This Agreement may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Consultant's sole responsibility to comply with all applicable registration and labor compliance requirements. Any stop orders issued by the Department of Industrial Relations against Consultant or any subcontractor that affect Consultant's performance of services, including any delay, shall be Consultant's sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Consultant caused delay and shall not be compensable by the City. Consultant shall defend,

indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claim or liability arising out of stop orders issued by the Department of Industrial Relations against Consultant or any subcontractor.

14. Verification of Employment Eligibility.

By executing this Agreement, Consultant verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time, and shall require all subconsultants and sub-subconsultants to comply with the same.

15. Reserved.

16. Laws and Venue.

This Agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in a state or federal court situated in the County of San Bernardino, State of California.

17 Termination or Abandonment

a. City has the right to terminate or abandon any portion or all of the work under this Agreement by giving ten (10) calendar days written notice to Consultant. In such event, City shall be immediately given title and possession to all original field notes, drawings and specifications, written reports and other documents produced or developed for that portion of the work completed and/or being abandoned. City shall pay Consultant the reasonable value of services rendered for any portion of the work completed prior to termination. If said termination occurs prior to completion of any task for the Project for which a payment request has not been received, the charge for services performed during such task shall be the reasonable value of such services, based on an amount mutually agreed to by City and Consultant of the portion of such task completed but not paid prior to said termination. City shall not be liable for any costs other than the charges or portions thereof which are specified herein. Consultant shall not be entitled to payment for unperformed services, and shall not be entitled to damages or compensation for termination of work.

b. Consultant may terminate its obligation to provide further services under this Agreement upon thirty (30) calendar days' written notice to City only in the event of substantial failure by City to perform in accordance with the terms of this Agreement through no fault of Consultant.

18 Documents. Except as otherwise provided in "Termination or Abandonment," above, all original field notes, written reports, Drawings and Specifications and other documents, produced or developed for the Project shall, upon payment in full for the services described in this Agreement, be furnished to and become the property of the City.

19. Organization

Consultant shall assign Salib Mansour, Vice President of Operations as Project Manager. The Project Manager shall not be removed from the Project or reassigned without the prior written consent of the City.

20. Limitation of Agreement.

This Agreement is limited to and includes only the work included in the Project described above.

21. Notice

Any notice or instrument required to be given or delivered by this Agreement may be given or delivered by depositing the same in any United States Post Office, certified mail, return receipt requested, postage prepaid, addressed to:

CITY:

City of Upland

460 N. Euclid Avenue

Upland, CA 91786

Attn: Norberto Ferreira

Chief Water Treatment Operator

CONSULTANT:

Soffa Electric Inc.

5910 Corvette Street

Commerce, CA 90040

Attn: Salib Mansour

Vice President of Operations

and shall be effective upon receipt thereof.

22. Third Party Rights

Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the City and the Consultant.

23. Equal Opportunity Employment.

Consultant represents that it is an equal opportunity employer and that it shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, sex, age or other interests protected by the State or Federal Constitutions. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

24. Entire Agreement

This Agreement, with its exhibits, represents the entire understanding of City and Consultant as to those matters contained herein, and supersedes and cancels any prior or contemporaneous oral or written understanding, promises or representations with respect to those matters covered hereunder. Each Party acknowledges that no representations, inducements, promises or agreements have been made by any person which are not incorporated herein, and that any other agreements shall be void. This Agreement may not be modified or altered except in writing signed by both Parties hereto. This is an integrated Agreement.

25. Severability

The unenforceability, invalidity or illegality of any provision(s) of this Agreement shall not render the remaining provisions unenforceable, invalid or illegal.

26. Successors and Assigns

This Agreement shall be binding upon and shall inure to the benefit of the successors in interest, executors, administrators and assigns of each Party to this Agreement. However, Consultant shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations without the prior written consent of City. Any attempted assignment without such consent shall be invalid and void.

27. Non-Waiver

None of the provisions of this Agreement shall be considered waived by either Party, unless such waiver is specifically specified in writing.

28. Time of Essence

Time is of the essence for each and every provision of this Agreement.

29. City's Right to Employ Other Consultants

City reserves its right to employ other consultants, including engineers, in connection with this Project or other projects.

30. Prohibited Interests

Consultant warrants and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no director, official, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

31. Reserved.


[SIGNATURES ON FOLLOWING PAGE]


**SIGNATURE PAGE FOR PROFESSIONAL SERVICES AGREEMENT
BETWEEN CITY OF UPLAND
AND SOFFA ELECTRIC INC.**

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date first above written.

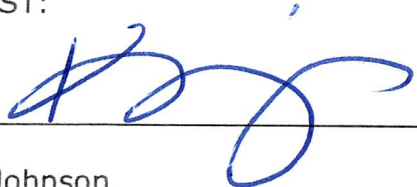
CITY OF UPLAND

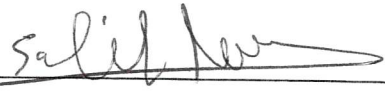
Approved By:

By: 
Bill Velto
Mayor

By: 
Its: VICE PRESIDENT OF SALES
Printed Name: DELVEN DIAZ

ATTEST:

By: 
Keri Johnson
City Clerk

By: 
Its: VICE PRESIDENT
Printed Name: SALIB MANSOUR

APPROVED AS TO FORM:

By: 
Best Best & Krieger LLP
City Attorney

EXHIBIT A

Scope of Services

Consultant shall perform all work as identified in Soffa Electric, Inc. scope of work estimate dated July 1, 2025, Estimate No. E-3282 rev2.



City of Upland SCADA System Upgrade

NOTICE

This document contains information that is confidential and proprietary property of SOFFA ELECTRIC, INC and has been provided for the sole purpose of evaluation. Recipient agrees that this document may not be copied, published, disclosed or used for any other purpose without the express written consent of SOFFA ELECTRIC, INC.

SOFFA ELECTRIC
www soffaelectric.com



To: **City of Upland**
 Attention: City of Upland
 Project Name: **SCADA System Upgrade**

Date: 7/1/2025
 Estimate No.: **E-3282 rev2**

Thank you for this valued business opportunity. SOFFA ELECTRIC, INC. (SOFFA), MBE/WBE, UL508A/UL698A Certified System Integrator is pleased to propose the following scope of work for the project referenced above.

Scope of Work

A. Field instrumentation.			
Item	QTY	Description	Cost
1	1	Van Drop Plant 6 Sofa to supply: 16" Ultra Mag Meter, McCrometer Model: UM516-1SM000A1MOD-R-L48 - 16" Nominal Line Size - AWWA Class D (150 PSI Rating) - S316 Stainless Steel Electrodes - Meter Mount Converter - A/C Power Converter - Single 4-20mA Analog, Dual Digital (standard) - Modbus Protocol - RTU (RS485) Output (Modbus) - Customer Lay Length – 48"	\$13,009.00
2	1	City Well 15 Sofa to supply: 16" Ultra Mag Meter, McCrometer Model: UM516-1SM000A1MOD-R-L46 - 16" Nominal Line Size - AWWA Class D (150 PSI Rating) - S316 Stainless Steel Electrodes - Meter Mount Converter - A/C Power Converter - Single 4-20mA Analog, Dual Digital (standard) - Modbus Protocol - RTU (RS485) Output (Modbus) - Customer Lay Length – 46"	\$13,009.00
3	1	West End #4 Well Sofa to supply:	\$7,410.00



		8" Ultra Mag Meter, McCrometer Model: UM508-1SMA1MOD-R- L20.125 - 8" Nominal Line Size - AWWA Class D (150 PSI Rating) - S316 Stainless Steel Electrodes - Meter Mount Converter - A/C Power Converter - Single 4-20mA Analog, Dual Digital (standard) - Modbus Protocol - RTU (RS485) Output (Modbus) - Customer Lay Length – 20.125"	
4	Lot	Freight cost	\$900.00

B. Engineering Services & Software	
Item	Description
Lot	<ul style="list-style-type: none"> • Engineering Coordination • All Panel Fabrication / Wiring submittals • Loop Checks & Documentation • PLC & OIT upgrade Programming / Software ControlLogix 5000, Version 30 or above (one license upgrade) • Wonderware Scada upgrade programming / Software InTouch 2024, (one configuration license upgrade, Three Runtime license upgrade) with support for 4 workstations to be provided by the city. • Win911 upgrade programming with support • Reports for new programming and the provision of a new license because the existing one cannot be upgraded. • Start-up and Commissioning • O&M Manual • Required Trainings <p>NOTE: Main PLC Relocation: optional item in the proposal, if the city wishes moving the Main PLC from its current control room to a different room at the Public Works Building. Soffa will help and assist it. We understand that the City's Facilities crew will handle the cabling. outlining the requirements for the move and any additional scope involved will be addressed with NO additional cost.</p>



C. SCADA system Hardware (PLC Panels & Scada)																																									
Item	QTY	Description	Cost																																						
1	1	<p>Main PLC control panel in Upland Operations Building located at 1370 N. Benson Ave, upland:</p> <ul style="list-style-type: none"> Using existing modular enclosure and provide as follows (Only major equipment is listed) to replace all existing components: <table border="0"> <tr><td>AB ControlLogix 4-slot backplane mounting rack</td><td>2</td></tr> <tr><td>AB ControlLogix PLC Power Supply Module</td><td>2</td></tr> <tr><td>AB ControlLogix PLC Controller, 1756-L81E Module</td><td>2</td></tr> <tr><td>AB ControlLogix Dual copper port ethernet/I/P I/O Adapter</td><td>2</td></tr> <tr><td>AB ControlLogix Hot-Standby Redundancy Module</td><td>2</td></tr> <tr><td>AB RIO CompactLogix Communication card, ethernet/IP Adapter</td><td>1</td></tr> <tr><td>AB RIO CompactLogix DC Digital input</td><td>1</td></tr> <tr><td>Ethernet Switch 16 port</td><td>1</td></tr> <tr><td>Power Supply, 24VDC</td><td>1</td></tr> <tr><td>UPS System, 120VAC</td><td>1</td></tr> <tr><td>Circuit breakers, various Amp, 120VAC</td><td>A/R</td></tr> <tr><td>Terminal blocks</td><td>A/R</td></tr> <tr><td>Fused terminal blocks</td><td>A/R</td></tr> <tr><td>GFCI Receptacle, 120VAC</td><td>1</td></tr> <tr><td>MDS Master Station Radio System, ORBIT 900 MHz Unlicensed, Redundant (Dual Radios with hot backup)</td><td>1</td></tr> <tr><td>DC power surge protector - 24VDC</td><td>1</td></tr> <tr><td>AC power surge protector</td><td>1</td></tr> <tr><td>Misc. material</td><td>Lot</td></tr> <tr><td>Radio Antennas, Cables and required accessories</td><td>Lot</td></tr> </table> 	AB ControlLogix 4-slot backplane mounting rack	2	AB ControlLogix PLC Power Supply Module	2	AB ControlLogix PLC Controller, 1756-L81E Module	2	AB ControlLogix Dual copper port ethernet/I/P I/O Adapter	2	AB ControlLogix Hot-Standby Redundancy Module	2	AB RIO CompactLogix Communication card, ethernet/IP Adapter	1	AB RIO CompactLogix DC Digital input	1	Ethernet Switch 16 port	1	Power Supply, 24VDC	1	UPS System, 120VAC	1	Circuit breakers, various Amp, 120VAC	A/R	Terminal blocks	A/R	Fused terminal blocks	A/R	GFCI Receptacle, 120VAC	1	MDS Master Station Radio System, ORBIT 900 MHz Unlicensed, Redundant (Dual Radios with hot backup)	1	DC power surge protector - 24VDC	1	AC power surge protector	1	Misc. material	Lot	Radio Antennas, Cables and required accessories	Lot	\$109,532.00
AB ControlLogix 4-slot backplane mounting rack	2																																								
AB ControlLogix PLC Power Supply Module	2																																								
AB ControlLogix PLC Controller, 1756-L81E Module	2																																								
AB ControlLogix Dual copper port ethernet/I/P I/O Adapter	2																																								
AB ControlLogix Hot-Standby Redundancy Module	2																																								
AB RIO CompactLogix Communication card, ethernet/IP Adapter	1																																								
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GFCI Receptacle, 120VAC	1																																								
MDS Master Station Radio System, ORBIT 900 MHz Unlicensed, Redundant (Dual Radios with hot backup)	1																																								
DC power surge protector - 24VDC	1																																								
AC power surge protector	1																																								
Misc. material	Lot																																								
Radio Antennas, Cables and required accessories	Lot																																								
1	1	<p>Repeater Station @ San Antonio Dam located at 2545 Mountain Lane.:</p> <ul style="list-style-type: none"> Using existing modular enclosure and provide as follows (Only major equipment is listed) to replace all existing components: <table border="0"> <tr><td>MDS Master Station Radio System, ORBIT 900 MHz Unlicensed, Redundant (Dual Radios with hot backup)</td><td>2</td></tr> <tr><td>Radio Antennas, Cables and required accessories</td><td>Lot</td></tr> <tr><td>Misc. material</td><td>Lot</td></tr> </table> 	MDS Master Station Radio System, ORBIT 900 MHz Unlicensed, Redundant (Dual Radios with hot backup)	2	Radio Antennas, Cables and required accessories	Lot	Misc. material	Lot																																	
MDS Master Station Radio System, ORBIT 900 MHz Unlicensed, Redundant (Dual Radios with hot backup)	2																																								
Radio Antennas, Cables and required accessories	Lot																																								
Misc. material	Lot																																								



2	4	<ul style="list-style-type: none"> - City Wells 1A & 2 control panel located at 34 San Antonio Dam. - Plant 1, Reservoir 2 control panel located at San Antonio Dam, 26th & Mountain Lane. - Plant 11, Well 8 & Reservoir 8 control panel located at 149 N. Benson. - Plant 14, Well 9 control panel located at 467 S. Campus Ave. • Sofa to provide as follows (Only major equipment is listed) to replace all existing components: <table style="width: 100%; border-collapse: collapse;"> <tr><td>Enclosure Nema 4, 36"H x 30"W x10"D</td><td style="text-align: right;">1</td></tr> <tr><td>Enclosure Back panel</td><td style="text-align: right;">1</td></tr> <tr><td>Enclosure Thermostat</td><td style="text-align: right;">2</td></tr> <tr><td>Enclosure fan filter</td><td style="text-align: right;">1</td></tr> <tr><td>Enclosure fan</td><td style="text-align: right;">1</td></tr> <tr><td>Enclosure fan covers, Nema 4</td><td style="text-align: right;">2</td></tr> <tr><td>DC power surge protector - 24VDC</td><td style="text-align: right;">1</td></tr> <tr><td>AC power surge protector</td><td style="text-align: right;">1</td></tr> <tr><td>Power supply</td><td style="text-align: right;">1</td></tr> <tr><td>AB CompactLogix PLC Controller, 5069-L306ER Module</td><td style="text-align: right;">1</td></tr> <tr><td>AB CompactLogix DC Digital Input module</td><td style="text-align: right;">2</td></tr> <tr><td>AB CompactLogix DC Digital Output module</td><td style="text-align: right;">1</td></tr> <tr><td>AB CompactLogix Analog Input module</td><td style="text-align: right;">1</td></tr> <tr><td>Ethernet Switch 8 port</td><td style="text-align: right;">1</td></tr> <tr><td>Control Relays</td><td style="text-align: right;">8</td></tr> <tr><td>24VDC UPS Module</td><td style="text-align: right;">1</td></tr> <tr><td>24vdc UPS system batteries</td><td style="text-align: right;">2</td></tr> <tr><td>Circuit breakers, various Amp, 120VAC</td><td style="text-align: right;">A/R</td></tr> <tr><td>Terminal blocks - regular</td><td style="text-align: right;">A/R</td></tr> <tr><td>Terminal blocks - surge protected</td><td style="text-align: right;">A/R</td></tr> <tr><td>Fused terminal blocks</td><td style="text-align: right;">A/R</td></tr> <tr><td>GFCI Receptacle, 120VAC</td><td style="text-align: right;">1</td></tr> <tr><td>MDS Remote Radio, ORBIT 900 MHz Unlicensed</td><td style="text-align: right;">1</td></tr> <tr><td>Radio Antennas, Cables and required accessories</td><td style="text-align: right;">Lot</td></tr> <tr><td>Misc. material</td><td style="text-align: right;">Lot</td></tr> </table> 	Enclosure Nema 4, 36"H x 30"W x10"D	1	Enclosure Back panel	1	Enclosure Thermostat	2	Enclosure fan filter	1	Enclosure fan	1	Enclosure fan covers, Nema 4	2	DC power surge protector - 24VDC	1	AC power surge protector	1	Power supply	1	AB CompactLogix PLC Controller, 5069-L306ER Module	1	AB CompactLogix DC Digital Input module	2	AB CompactLogix DC Digital Output module	1	AB CompactLogix Analog Input module	1	Ethernet Switch 8 port	1	Control Relays	8	24VDC UPS Module	1	24vdc UPS system batteries	2	Circuit breakers, various Amp, 120VAC	A/R	Terminal blocks - regular	A/R	Terminal blocks - surge protected	A/R	Fused terminal blocks	A/R	GFCI Receptacle, 120VAC	1	MDS Remote Radio, ORBIT 900 MHz Unlicensed	1	Radio Antennas, Cables and required accessories	Lot	Misc. material	Lot	<p>\$30,729.00 / each</p>
Enclosure Nema 4, 36"H x 30"W x10"D	1																																																				
Enclosure Back panel	1																																																				
Enclosure Thermostat	2																																																				
Enclosure fan filter	1																																																				
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Radio Antennas, Cables and required accessories	Lot																																																				
Misc. material	Lot																																																				

3	14	<ul style="list-style-type: none"> - Plant 2, Reservoir 16 control panel located at 1285 W. 24th St. - Plant 3, Reservoir 3 & 7 control panel located at 1090 W. 22nd St. - Plant 3, Well 5 control panel located at 1090 W. 22nd St. - Plant 4, Reservoir 13 & 13A control panel located at 401 E. 19th St. - Plant 4, Well 20 control panel located at 401 E. 19th St. - Plant 5, Reservoir 14 I control panel located at 1505 E. 16th St. - Plant 9, Reservoir 10, located at 1355 N. Benson Ave - Plant 10, Well 3 control panel located at 250 N. Benson Ave - Plant 12, Well 21A & 9th St. Booster Station control panel located at 1258 W 9th St. - City Well 15 control panel located at 2006 N. Campus Ave. - City Well 17 control panel located at 1638 N. Benson. - 15th Transfer Station located control panel at 26 W. 15th St. - PRV Sta control panel. - Golden PRV Sta control panel. <ul style="list-style-type: none"> • Sofa to provide as follows (Only major equipment is listed) to replace all existing components: <table style="width: 100%; border-collapse: collapse;"> <tr><td style="width: 80%;">Enclosure, Nema 4, 36"H x 30"W x10"D</td><td style="text-align: right;">1</td></tr> <tr><td>Enclosure Back panel</td><td style="text-align: right;">1</td></tr> <tr><td>Enclosure Thermostat</td><td style="text-align: right;">2</td></tr> <tr><td>Enclosure fan filter</td><td style="text-align: right;">1</td></tr> <tr><td>Enclosure fan</td><td style="text-align: right;">1</td></tr> <tr><td>Enclosure fan covers, Nema 4</td><td style="text-align: right;">2</td></tr> <tr><td>DC power surge protector - 24VDC</td><td style="text-align: right;">1</td></tr> <tr><td>AC power surge protector</td><td style="text-align: right;">1</td></tr> <tr><td>Power supply</td><td style="text-align: right;">1</td></tr> <tr><td>AB CompactLogix PLC Controller, 5069-L306ER Module</td><td style="text-align: right;">1</td></tr> <tr><td>AB CompactLogix DC Digital Input module</td><td style="text-align: right;">2</td></tr> <tr><td>AB CompactLogix DC Digital Output module</td><td style="text-align: right;">1</td></tr> <tr><td>AB CompactLogix Analog Input module</td><td style="text-align: right;">1</td></tr> <tr><td>AB CompactLogix Analog Output module</td><td style="text-align: right;">1</td></tr> <tr><td>Ethernet Switch 8 port</td><td style="text-align: right;">1</td></tr> <tr><td>Control Relays</td><td style="text-align: right;">8</td></tr> <tr><td>24VDC UPS Module</td><td style="text-align: right;">1</td></tr> <tr><td>24vdc UPS system batteries</td><td style="text-align: right;">2</td></tr> <tr><td>Circuit breakers, various Amp, 120VAC</td><td style="text-align: right;">A/R</td></tr> <tr><td>Terminal blocks - regular</td><td style="text-align: right;">A/R</td></tr> <tr><td>Terminal blocks - surge protected</td><td style="text-align: right;">A/R</td></tr> <tr><td>Fused terminal blocks</td><td style="text-align: right;">A/R</td></tr> </table> 	Enclosure, Nema 4, 36"H x 30"W x10"D	1	Enclosure Back panel	1	Enclosure Thermostat	2	Enclosure fan filter	1	Enclosure fan	1	Enclosure fan covers, Nema 4	2	DC power surge protector - 24VDC	1	AC power surge protector	1	Power supply	1	AB CompactLogix PLC Controller, 5069-L306ER Module	1	AB CompactLogix DC Digital Input module	2	AB CompactLogix DC Digital Output module	1	AB CompactLogix Analog Input module	1	AB CompactLogix Analog Output module	1	Ethernet Switch 8 port	1	Control Relays	8	24VDC UPS Module	1	24vdc UPS system batteries	2	Circuit breakers, various Amp, 120VAC	A/R	Terminal blocks - regular	A/R	Terminal blocks - surge protected	A/R	Fused terminal blocks	A/R	<p>\$31,272.00 / each</p>
Enclosure, Nema 4, 36"H x 30"W x10"D	1																																														
Enclosure Back panel	1																																														
Enclosure Thermostat	2																																														
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Circuit breakers, various Amp, 120VAC	A/R																																														
Terminal blocks - regular	A/R																																														
Terminal blocks - surge protected	A/R																																														
Fused terminal blocks	A/R																																														



		GFCI Receptacle, 120VAC	1	
		MDS Remote Radio, ORBIT 900 MHz Unlicensed	1	
		Radio Antennas, Cables and required accessories	Lot	
		Misc. material	Lot	
<p>NOTE: Soffa to provide Back panel only wired and completed for Some of the sites which reside inside MCCs</p>				

4	3	<ul style="list-style-type: none"> - Plant 6, Reservoir 12 & 12A control panel located at 580 E. 15th St. - Plant 6A, Reservoir 12 & 12A control panel located at 580 E. 15th St. - Plant 13, Well 7A control panel located at 159 N. 6th St. • Sofa to provide as follows (Only major equipment is listed) to replace all existing components: <table style="width: 100%; border-collapse: collapse;"> <tr><td>Enclosure, Nema 4, 36"H x 30"W x 10"D</td><td style="text-align: right;">1</td></tr> <tr><td>Enclosure Back panel</td><td style="text-align: right;">1</td></tr> <tr><td>Enclosure Thermostat</td><td style="text-align: right;">2</td></tr> <tr><td>Enclosure fan filter</td><td style="text-align: right;">1</td></tr> <tr><td>Enclosure fan</td><td style="text-align: right;">1</td></tr> <tr><td>Enclosure fan covers, Nema 4</td><td style="text-align: right;">2</td></tr> <tr><td>DC power surge protector - 24VDC</td><td style="text-align: right;">1</td></tr> <tr><td>AC power surge protector</td><td style="text-align: right;">1</td></tr> <tr><td>Power supply</td><td style="text-align: right;">1</td></tr> <tr><td>AB CompactLogix PLC Controller, 5069-L306ER Module</td><td style="text-align: right;">1</td></tr> <tr><td>AB CompactLogix DC Digital Input module</td><td style="text-align: right;">2</td></tr> <tr><td>AB CompactLogix DC Digital Output module</td><td style="text-align: right;">1</td></tr> <tr><td>AB CompactLogix Analog Input module</td><td style="text-align: right;">2</td></tr> <tr><td>AB CompactLogix Analog Output module</td><td style="text-align: right;">1</td></tr> <tr><td>Ethernet Switch 8 port</td><td style="text-align: right;">1</td></tr> <tr><td>Control Relays</td><td style="text-align: right;">8</td></tr> <tr><td>24VDC UPS Module</td><td style="text-align: right;">1</td></tr> <tr><td>24vdc UPS system batteries</td><td style="text-align: right;">2</td></tr> <tr><td>Circuit breakers, various Amp, 120VAC</td><td style="text-align: right;">A/R</td></tr> <tr><td>Terminal blocks - regular</td><td style="text-align: right;">A/R</td></tr> <tr><td>Terminal blocks - surge protected</td><td style="text-align: right;">A/R</td></tr> <tr><td>Fused terminal blocks</td><td style="text-align: right;">A/R</td></tr> <tr><td>GFCI Receptacle, 120VAC</td><td style="text-align: right;">1</td></tr> <tr><td>MDS Remote Radio, ORBIT 900 MHz Unlicensed</td><td style="text-align: right;">1</td></tr> <tr><td>Radio Antennas, Cables and required accessories</td><td style="text-align: right;">Lot</td></tr> <tr><td>Misc. material</td><td style="text-align: right;">Lot</td></tr> </table> <p style="color: red; font-weight: bold; margin-top: 10px;">NOTE: Sofa to provide Back panel only wired and completed for Some of the sites which reside inside MCCs</p>	Enclosure, Nema 4 , 36"H x 30"W x 10"D	1	Enclosure Back panel	1	Enclosure Thermostat	2	Enclosure fan filter	1	Enclosure fan	1	Enclosure fan covers, Nema 4	2	DC power surge protector - 24VDC	1	AC power surge protector	1	Power supply	1	AB CompactLogix PLC Controller, 5069-L306ER Module	1	AB CompactLogix DC Digital Input module	2	AB CompactLogix DC Digital Output module	1	AB CompactLogix Analog Input module	2	AB CompactLogix Analog Output module	1	Ethernet Switch 8 port	1	Control Relays	8	24VDC UPS Module	1	24vdc UPS system batteries	2	Circuit breakers, various Amp, 120VAC	A/R	Terminal blocks - regular	A/R	Terminal blocks - surge protected	A/R	Fused terminal blocks	A/R	GFCI Receptacle, 120VAC	1	MDS Remote Radio, ORBIT 900 MHz Unlicensed	1	Radio Antennas, Cables and required accessories	Lot	Misc. material	Lot	<p>\$32,888.00 / each</p>
Enclosure, Nema 4 , 36"H x 30"W x 10"D	1																																																						
Enclosure Back panel	1																																																						
Enclosure Thermostat	2																																																						
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AB CompactLogix PLC Controller, 5069-L306ER Module	1																																																						
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GFCI Receptacle, 120VAC	1																																																						
MDS Remote Radio, ORBIT 900 MHz Unlicensed	1																																																						
Radio Antennas, Cables and required accessories	Lot																																																						
Misc. material	Lot																																																						

5	1	<p>Plant 7, Reservoirs 15 control panel located at 1655 W. 17th St.</p> <ul style="list-style-type: none"> • Sofa to provide as follows (Only major equipment is listed) to replace all existing components: <li style="padding-left: 20px;">Enclosure Thermostat 2 <li style="padding-left: 20px;">DC power surge protector - 24VDC 1 <li style="padding-left: 20px;">AC power surge protector 1 <li style="padding-left: 20px;">Power supply 1 <li style="padding-left: 20px;">AB CompactLogix PLC Controller, 5069-L306ER Module 1 <li style="padding-left: 20px;">AB CompactLogix DC Digital Input module 3 <li style="padding-left: 20px;">AB CompactLogix DC Digital Output module 1 <li style="padding-left: 20px;">AB CompactLogix Analog Input module 3 <li style="padding-left: 20px;">AB CompactLogix Analog Output module 1 <li style="padding-left: 20px;">Ethernet Switch 8 port 1 <li style="padding-left: 20px;">Control Relays 8 <li style="padding-left: 20px;">24VDC UPS Module 1 <li style="padding-left: 20px;">24vdc UPS system batteries 2 <li style="padding-left: 20px;">Circuit breakers, various Amp, 120VAC A/R <li style="padding-left: 20px;">Terminal blocks - regular A/R <li style="padding-left: 20px;">Terminal blocks - surge protected A/R <li style="padding-left: 20px;">Fused terminal blocks A/R <li style="padding-left: 20px;">GFCI Receptacle, 120VAC 1 <li style="padding-left: 20px;">MDS Remote Radio, ORBIT 900 MHz Unlicensed 1 <li style="padding-left: 20px;">Radio Antennas, Cables and required accessories Lot <li style="padding-left: 20px;">Misc. material Lot <p>NOTE: Sofa to provide Back panel only wired and completed for this site which reside inside MCCs</p>	\$34,629.00
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6	1	<p>SA TP SASG control panel:</p> <ul style="list-style-type: none"> • Sofa to provide as follows (Only major equipment is listed) to replace all existing components: <table style="width: 100%; border-collapse: collapse;"> <tr><td>Enclosure Thermostat</td><td style="text-align: right;">2</td></tr> <tr><td>DC power surge protector - 24VDC</td><td style="text-align: right;">1</td></tr> <tr><td>AC power surge protector</td><td style="text-align: right;">1</td></tr> <tr><td>Power supply</td><td style="text-align: right;">1</td></tr> <tr><td>AB CompactLogix PLC Controller, 5069-L306ER Module</td><td style="text-align: right;">1</td></tr> <tr><td>AB CompactLogix DC Digital Input module</td><td style="text-align: right;">2</td></tr> <tr><td>AB CompactLogix DC Digital Output module</td><td style="text-align: right;">1</td></tr> <tr><td>AB CompactLogix Analog Input module</td><td style="text-align: right;">3</td></tr> <tr><td>AB CompactLogix Analog Output module</td><td style="text-align: right;">2</td></tr> <tr><td>Ethernet Switch 8 port</td><td style="text-align: right;">1</td></tr> <tr><td>Control Relays</td><td style="text-align: right;">8</td></tr> <tr><td>24VDC UPS Module</td><td style="text-align: right;">1</td></tr> <tr><td>24vdc UPS system batteries</td><td style="text-align: right;">2</td></tr> <tr><td>Circuit breakers, various Amp, 120VAC</td><td style="text-align: right;">A/R</td></tr> <tr><td>Terminal blocks - regular</td><td style="text-align: right;">A/R</td></tr> <tr><td>Terminal blocks - surge protected</td><td style="text-align: right;">A/R</td></tr> <tr><td>Fused terminal blocks</td><td style="text-align: right;">A/R</td></tr> <tr><td>GFCI Receptacle, 120VAC</td><td style="text-align: right;">1</td></tr> <tr><td>MDS Remote Radio, ORBIT 900 MHz Unlicensed</td><td style="text-align: right;">1</td></tr> <tr><td>Radio Antennas, Cables and required accessories</td><td style="text-align: right;">Lot</td></tr> <tr><td>Misc. material</td><td style="text-align: right;">Lot</td></tr> </table> <p style="color: red; margin-top: 10px;">NOTE: Sofa to provide Back panel only wired and completed for this site which reside inside MCCs</p>	Enclosure Thermostat	2	DC power surge protector - 24VDC	1	AC power surge protector	1	Power supply	1	AB CompactLogix PLC Controller, 5069-L306ER Module	1	AB CompactLogix DC Digital Input module	2	AB CompactLogix DC Digital Output module	1	AB CompactLogix Analog Input module	3	AB CompactLogix Analog Output module	2	Ethernet Switch 8 port	1	Control Relays	8	24VDC UPS Module	1	24vdc UPS system batteries	2	Circuit breakers, various Amp, 120VAC	A/R	Terminal blocks - regular	A/R	Terminal blocks - surge protected	A/R	Fused terminal blocks	A/R	GFCI Receptacle, 120VAC	1	MDS Remote Radio, ORBIT 900 MHz Unlicensed	1	Radio Antennas, Cables and required accessories	Lot	Misc. material	Lot	\$36,166.00
Enclosure Thermostat	2																																												
DC power surge protector - 24VDC	1																																												
AC power surge protector	1																																												
Power supply	1																																												
AB CompactLogix PLC Controller, 5069-L306ER Module	1																																												
AB CompactLogix DC Digital Input module	2																																												
AB CompactLogix DC Digital Output module	1																																												
AB CompactLogix Analog Input module	3																																												
AB CompactLogix Analog Output module	2																																												
Ethernet Switch 8 port	1																																												
Control Relays	8																																												
24VDC UPS Module	1																																												
24vdc UPS system batteries	2																																												
Circuit breakers, various Amp, 120VAC	A/R																																												
Terminal blocks - regular	A/R																																												
Terminal blocks - surge protected	A/R																																												
Fused terminal blocks	A/R																																												
GFCI Receptacle, 120VAC	1																																												
MDS Remote Radio, ORBIT 900 MHz Unlicensed	1																																												
Radio Antennas, Cables and required accessories	Lot																																												
Misc. material	Lot																																												

7	1	<p>TP Backwash control panel located at 2545 Mountain Lane.:</p> <ul style="list-style-type: none"> • Sofa to provide as follows (Only major equipment is listed) to replace all existing components: <table style="width: 100%; border-collapse: collapse;"> <tr><td style="padding-left: 20px;">Enclosure Thermostat</td><td style="text-align: right;">2</td></tr> <tr><td style="padding-left: 20px;">DC power surge protector - 24VDC</td><td style="text-align: right;">1</td></tr> <tr><td style="padding-left: 20px;">AC power surge protector</td><td style="text-align: right;">1</td></tr> <tr><td style="padding-left: 20px;">Power supply</td><td style="text-align: right;">1</td></tr> <tr><td style="padding-left: 20px;">AB CompactLogix PLC Controller, 5069-L306ER Module</td><td style="text-align: right;">1</td></tr> <tr><td style="padding-left: 20px;">AB CompactLogix AC Digital Input module</td><td style="text-align: right;">2</td></tr> <tr><td style="padding-left: 20px;">AB CompactLogix AC Digital Output module</td><td style="text-align: right;">3</td></tr> <tr><td style="padding-left: 20px;">AB CompactLogix Analog Input module</td><td style="text-align: right;">1</td></tr> <tr><td style="padding-left: 20px;">AB CompactLogix Analog Output module</td><td style="text-align: right;">1</td></tr> <tr><td style="padding-left: 20px;">Ethernet Switch 8 port</td><td style="text-align: right;">1</td></tr> <tr><td style="padding-left: 20px;">Control Relays</td><td style="text-align: right;">A/R</td></tr> <tr><td style="padding-left: 20px;">24VDC UPS Module</td><td style="text-align: right;">1</td></tr> <tr><td style="padding-left: 20px;">24vdc UPS system batteries</td><td style="text-align: right;">2</td></tr> <tr><td style="padding-left: 20px;">Circuit breakers, various Amp, 120VAC</td><td style="text-align: right;">A/R</td></tr> <tr><td style="padding-left: 20px;">Terminal blocks - regular</td><td style="text-align: right;">A/R</td></tr> <tr><td style="padding-left: 20px;">Terminal blocks - surge protected</td><td style="text-align: right;">A/R</td></tr> <tr><td style="padding-left: 20px;">Fused terminal blocks</td><td style="text-align: right;">A/R</td></tr> <tr><td style="padding-left: 20px;">GFCI Receptacle, 120VAC</td><td style="text-align: right;">1</td></tr> <tr><td style="padding-left: 20px;">AB Operator Panel OIT, 7"</td><td style="text-align: right;">1</td></tr> <tr><td style="padding-left: 20px;">Misc. material</td><td style="text-align: right;">Lot</td></tr> </table> <p style="color: red; margin-top: 10px;">NOTE: Sofa to provide Back panel only wired and completed for this site which reside inside MCCs</p>	Enclosure Thermostat	2	DC power surge protector - 24VDC	1	AC power surge protector	1	Power supply	1	AB CompactLogix PLC Controller, 5069-L306ER Module	1	AB CompactLogix AC Digital Input module	2	AB CompactLogix AC Digital Output module	3	AB CompactLogix Analog Input module	1	AB CompactLogix Analog Output module	1	Ethernet Switch 8 port	1	Control Relays	A/R	24VDC UPS Module	1	24vdc UPS system batteries	2	Circuit breakers, various Amp, 120VAC	A/R	Terminal blocks - regular	A/R	Terminal blocks - surge protected	A/R	Fused terminal blocks	A/R	GFCI Receptacle, 120VAC	1	AB Operator Panel OIT, 7"	1	Misc. material	Lot	\$50,013.00
Enclosure Thermostat	2																																										
DC power surge protector - 24VDC	1																																										
AC power surge protector	1																																										
Power supply	1																																										
AB CompactLogix PLC Controller, 5069-L306ER Module	1																																										
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AB CompactLogix Analog Output module	1																																										
Ethernet Switch 8 port	1																																										
Control Relays	A/R																																										
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Circuit breakers, various Amp, 120VAC	A/R																																										
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Terminal blocks - surge protected	A/R																																										
Fused terminal blocks	A/R																																										
GFCI Receptacle, 120VAC	1																																										
AB Operator Panel OIT, 7"	1																																										
Misc. material	Lot																																										

8	1	<p>San Antonio WTP - PLC control panel located at 2545 Mountain Lane.:</p> <ul style="list-style-type: none"> • Sofa to provide as follows (Only major equipment is listed) to replace all existing SLC500 PLC components: <table style="width: 100%; border-collapse: collapse;"> <tr><td>Enclosure Thermostat</td><td style="text-align: right;">2</td></tr> <tr><td>DC power surge protector - 24VDC</td><td style="text-align: right;">1</td></tr> <tr><td>AC power surge protector</td><td style="text-align: right;">1</td></tr> <tr><td>Power supply</td><td style="text-align: right;">1</td></tr> <tr><td>AB CompactLogix PLC Controller, 5069-L320ER Module</td><td style="text-align: right;">1</td></tr> <tr><td>AB CompactLogix DC Digital Input module</td><td style="text-align: right;">6</td></tr> <tr><td>AB CompactLogix DC Digital Output module</td><td style="text-align: right;">1</td></tr> <tr><td>AB CompactLogix Analog Input module</td><td style="text-align: right;">5</td></tr> <tr><td>AB CompactLogix Analog Output module</td><td style="text-align: right;">4</td></tr> <tr><td>Ethernet Switch 8 port</td><td style="text-align: right;">1</td></tr> <tr><td>Control Relays</td><td style="text-align: right;">A/R</td></tr> <tr><td>24VDC UPS Module</td><td style="text-align: right;">1</td></tr> <tr><td>24vdc UPS system batteries</td><td style="text-align: right;">2</td></tr> <tr><td>Circuit breakers, various Amp, 120VAC</td><td style="text-align: right;">A/R</td></tr> <tr><td>Terminal blocks - regular</td><td style="text-align: right;">A/R</td></tr> <tr><td>Terminal blocks - surge protected</td><td style="text-align: right;">A/R</td></tr> <tr><td>Fused terminal blocks</td><td style="text-align: right;">A/R</td></tr> <tr><td>GFCI Receptacle, 120VAC</td><td style="text-align: right;">1</td></tr> <tr><td>MDS Remote Radio, ORBIT 900 MHz Unlicensed</td><td style="text-align: right;">1</td></tr> <tr><td>Radio Antennas, Cables and required accessories</td><td style="text-align: right;">Lot</td></tr> <tr><td>Misc. material</td><td style="text-align: right;">Lot</td></tr> </table> <p>NOTE: Sofa to provide Back panel only wired and completed for this site which reside inside MCCs</p>	Enclosure Thermostat	2	DC power surge protector - 24VDC	1	AC power surge protector	1	Power supply	1	AB CompactLogix PLC Controller, 5069-L320ER Module	1	AB CompactLogix DC Digital Input module	6	AB CompactLogix DC Digital Output module	1	AB CompactLogix Analog Input module	5	AB CompactLogix Analog Output module	4	Ethernet Switch 8 port	1	Control Relays	A/R	24VDC UPS Module	1	24vdc UPS system batteries	2	Circuit breakers, various Amp, 120VAC	A/R	Terminal blocks - regular	A/R	Terminal blocks - surge protected	A/R	Fused terminal blocks	A/R	GFCI Receptacle, 120VAC	1	MDS Remote Radio, ORBIT 900 MHz Unlicensed	1	Radio Antennas, Cables and required accessories	Lot	Misc. material	Lot	\$61,003.00
Enclosure Thermostat	2																																												
DC power surge protector - 24VDC	1																																												
AC power surge protector	1																																												
Power supply	1																																												
AB CompactLogix PLC Controller, 5069-L320ER Module	1																																												
AB CompactLogix DC Digital Input module	6																																												
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GFCI Receptacle, 120VAC	1																																												
MDS Remote Radio, ORBIT 900 MHz Unlicensed	1																																												
Radio Antennas, Cables and required accessories	Lot																																												
Misc. material	Lot																																												



D. Field installation	
Item	Description
Lot	<ul style="list-style-type: none">• Electrical safe Demo and demo of cabling, EXISTING PLC BACKBOARDS, EXISTING PLC CABINETS.• LABOR TO RECEIVE AND INSTALL PLC BACKBOARDS AND PLC CABINETS• Final Termination to SOFFA Furnished Equipment.• Project commissioning assistance.• Seismic anchorage calculation, General materials Submittals.• This proposal is based on field manpower by the International Brotherhood of Electrical Workers.



E. Extra Adder			
Item	QTY	Description	Cost
1	1	<ul style="list-style-type: none"> - Mountain View 4 control panel Located at 34 Foothill and Padua: • Sofa to provide as follows (Only major equipment is listed) to replace all existing components: <ul style="list-style-type: none"> Enclosure, Nema 4, 36"H x 30"W x10"D 1 Enclosure Back panel 1 Enclosure Thermostat 2 Enclosure fan filter 1 Enclosure fan 1 Enclosure fan covers, Nema 4 2 DC power surge protector - 24VDC 1 AC power surge protector 1 Power supply 1 AB CompactLogix PLC Controller, 5069-L306ER Module 1 AB CompactLogix DC Digital Input module 2 AB CompactLogix DC Digital Output module 1 AB CompactLogix Analog Input module 1 Ethernet Switch 8 port 1 Control Relays 8 24VDC UPS Module 1 24vdc UPS system batteries 2 Circuit breakers, various Amp, 120VAC A/R Terminal blocks - regular A/R Terminal blocks - surge protected A/R Fused terminal blocks A/R GFCI Receptacle, 120VAC 1 MDS Remote Radio, ORBIT 900 MHz Unlicensed 1 Radio Antennas, Cables and required accessories Lot Misc. material Lot 	\$30,729.00



2	3	<ul style="list-style-type: none"> - West end Wells 3 & 4 control panel located at 1766 & 1850 W. 16th St. - Lemon Heights Well 4 control panel located at 1552W. 16th St. - Foothill #3, control panel located at 13352 Charmin. • Sofa to provide as follows (Only major equipment is listed) to replace all existing components: <table style="width: 100%; border-collapse: collapse;"> <tr><td>Enclosure, Nema 4, 36" H x 30" W x 10" D</td><td style="text-align: right;">1</td></tr> <tr><td>Enclosure Back panel</td><td style="text-align: right;">1</td></tr> <tr><td>Enclosure Thermostat</td><td style="text-align: right;">2</td></tr> <tr><td>Enclosure fan filter</td><td style="text-align: right;">1</td></tr> <tr><td>Enclosure fan</td><td style="text-align: right;">1</td></tr> <tr><td>Enclosure fan covers, Nema 4</td><td style="text-align: right;">2</td></tr> <tr><td>DC power surge protector - 24VDC</td><td style="text-align: right;">1</td></tr> <tr><td>AC power surge protector</td><td style="text-align: right;">1</td></tr> <tr><td>Power supply</td><td style="text-align: right;">1</td></tr> <tr><td>AB CompactLogix PLC Controller, 5069-L306ER Module</td><td style="text-align: right;">1</td></tr> <tr><td>AB CompactLogix DC Digital Input module</td><td style="text-align: right;">2</td></tr> <tr><td>AB CompactLogix DC Digital Output module</td><td style="text-align: right;">1</td></tr> <tr><td>AB CompactLogix Analog Input module</td><td style="text-align: right;">1</td></tr> <tr><td>AB CompactLogix Analog Output module</td><td style="text-align: right;">1</td></tr> <tr><td>Ethernet Switch 8 port</td><td style="text-align: right;">1</td></tr> <tr><td>Control Relays</td><td style="text-align: right;">8</td></tr> <tr><td>24VDC UPS Module</td><td style="text-align: right;">1</td></tr> <tr><td>24vdc UPS system batteries</td><td style="text-align: right;">2</td></tr> <tr><td>Circuit breakers, various Amp, 120VAC</td><td style="text-align: right;">A/R</td></tr> <tr><td>Terminal blocks - regular</td><td style="text-align: right;">A/R</td></tr> <tr><td>Terminal blocks - surge protected</td><td style="text-align: right;">A/R</td></tr> <tr><td>Fused terminal blocks</td><td style="text-align: right;">A/R</td></tr> <tr><td>GFCI Receptacle, 120VAC</td><td style="text-align: right;">1</td></tr> <tr><td>MDS Remote Radio, ORBIT 900 MHz Unlicensed</td><td style="text-align: right;">1</td></tr> <tr><td>Radio Antennas, Cables and required accessories</td><td style="text-align: right;">Lot</td></tr> <tr><td>Misc. material</td><td style="text-align: right;">Lot</td></tr> </table> <p style="color: red; margin-top: 10px;">NOTE: Sofa to provide Back panel only wired and completed for Some of the sites which reside inside MCCs</p>	Enclosure, Nema 4 , 36" H x 30" W x 10" D	1	Enclosure Back panel	1	Enclosure Thermostat	2	Enclosure fan filter	1	Enclosure fan	1	Enclosure fan covers, Nema 4	2	DC power surge protector - 24VDC	1	AC power surge protector	1	Power supply	1	AB CompactLogix PLC Controller, 5069-L306ER Module	1	AB CompactLogix DC Digital Input module	2	AB CompactLogix DC Digital Output module	1	AB CompactLogix Analog Input module	1	AB CompactLogix Analog Output module	1	Ethernet Switch 8 port	1	Control Relays	8	24VDC UPS Module	1	24vdc UPS system batteries	2	Circuit breakers, various Amp, 120VAC	A/R	Terminal blocks - regular	A/R	Terminal blocks - surge protected	A/R	Fused terminal blocks	A/R	GFCI Receptacle, 120VAC	1	MDS Remote Radio, ORBIT 900 MHz Unlicensed	1	Radio Antennas, Cables and required accessories	Lot	Misc. material	Lot	<p>\$31,272.00 / each</p>
Enclosure, Nema 4 , 36" H x 30" W x 10" D	1																																																						
Enclosure Back panel	1																																																						
Enclosure Thermostat	2																																																						
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MDS Remote Radio, ORBIT 900 MHz Unlicensed	1																																																						
Radio Antennas, Cables and required accessories	Lot																																																						
Misc. material	Lot																																																						

F. Radio Communication system enhancement		
Item	Description	Cost
1	Dam Repeater Remote: <ul style="list-style-type: none"> - Install a new 15' antenna pole, with concrete base, 10' from building. - Install conduit from new pole location to antenna panel inside building for new antenna cable. - Pull the new antenna cable from pole to antenna panel. - Mount and align antenna. 	\$35,266.00
2A	Plant 7, Reservoir 15: <ul style="list-style-type: none"> - Install a new 30' antenna pole, with concrete base, 5' from antenna panel. - Install surface conduit from new pole location to antenna panel for new antenna cable. - Pull the new antenna cable from pole to antenna panel. - Mount and align antenna. 	\$35,245.00
3	Golden PRV: <ul style="list-style-type: none"> - Install a new 25' antenna pole, with a concrete base, 10' away from existing antenna. - Install surface conduit from new pole location to antenna panel for new antenna cable. - Pull the new antenna cable from pole to antenna panel. - Mount and align antenna. 	\$34,291.00
4A	Lemon Heights Well 4: <ul style="list-style-type: none"> - Install a new 35' antenna pole, with concrete base, 5' away from existing antenna panel. - Install surface conduit from new pole location to antenna panel for new antenna cable. - Pull the new antenna cable from pole to antenna panel. - Mount and align antenna. 	\$35,245.00
5	Mountain View 4: <ul style="list-style-type: none"> - Install a new 35' antenna pole, with concrete base, 5' away from existing antenna panel. - Install surface conduit from new pole location to antenna panel for new antenna cable. - Pull the new antenna cable from pole to antenna panel. - Mount and align antenna. 	\$29,415.00
6	Plant 3, Well 5, Reservoir 3 & 7: <ul style="list-style-type: none"> - Install conduit attached to the roof of the building to raise the antenna 7'. - Pull the new antenna cable from pole to antenna panel. - Mount and align antenna. 	\$5,851.00



7	Plant 5, Reservoir 14: <ul style="list-style-type: none"> - Install a new 60' antenna tower, with a concrete base, 5' away from the existing antenna. - Install surface conduit from new antenna tower location to antenna panel for new antenna cable. - Pull the new antenna cable from tower to antenna panel. - Mount and align antenna. 	\$40,258.00
8	Plant 9, Reservoir 10: <ul style="list-style-type: none"> - Aligning the antenna to point towards the Office AP location 	\$3,075.00
9	Plant 11, Well 8, Reservoir 8: <ul style="list-style-type: none"> - Aligning the antenna to point towards Plant 12 AP location 	\$3,075.00
10	Plant 12, repeater remote: <ul style="list-style-type: none"> - Raise antenna on existing antenna tower maintaining 10' away from existing Omni at the top of tower. - Pull the new antenna cable from tower to antenna panel. - Mount and align antenna. 	\$4,346.00
11B	Plant 13, Well 7B: <ul style="list-style-type: none"> - Install a new 60' antenna tower, with a concrete base, 5' away from the existing antenna. - Install surface conduit from new antenna tower location to antenna panel for new antenna cable. - Pull the new antenna cable from tower to antenna panel. - Mount and align antenna. 	\$39,453.00
12	Plant 14, Well 9, Reservoir 9: <ul style="list-style-type: none"> - Raise antenna on existing antenna tower 10'. - Pull the new antenna cable from tower to antenna panel. - Mount and align antenna. 	\$5,003.00
13	PRV Station: <ul style="list-style-type: none"> - Aligning the antenna to point towards Office AP location - Supply new Antenna, cable & lightning arrestor. 	\$3,075.00

Note: Radio towers for Plant 5 and Plant 13 can be painted (powder coated). Only color available with these 2 suppliers. Please, choose from the link below:

[Green Powder Coat Colors & Finishes | Shop | Prismatic Powders Powder Coating Product Information](#)

Please, choose as close as to "go away" green as "go away" green color is not standard color



G. Cost Summary	
Total Item A (Field instruments including shipping & applicable sales tax): Total of 4 flowmeters	\$34,328.00 <u>NOTE:</u> Payment schedule should be: - 15% upon submittal approval - 80% upon delivery - 5% after startup
Total Items (B to C including shipping & applicable sales tax): Total of 26 Sites	\$950,731.00 <u>NOTE:</u> Payment schedule should be: - 15% upon submittal approval - 75% upon delivery (per site) - 10% after startup (per Site)
Total Item D (PLC enclosure Field installation): Total of 30 Sites	\$222,000.00 <u>NOTE:</u> Payment schedule should be per site installation (total of 30 sites): - \$7,400/ site upon installation
Total Item E (Extra Adder including shipping & applicable sales tax): Total of 4 Sites	\$124,545.00 <u>NOTE:</u> Payment schedule should be: - 15% upon submittal approval - 75% upon delivery (Per site) - 10% after startup (Per site)
Total Item F (Radio Communication system enhancement including shipping & applicable sales tax): Total of 13 Sites	\$273,599.00 <u>NOTE:</u> Payment schedule should be: - 15% upon submittal approval - 80% upon delivery (Per site) - 5% after startup (Per site)
Total Items (A – F, Total job proposed cost):	\$1,608,801.00
Performance and payment bond per city of Upland standard	\$20,824.00

F. Exceptions/Clarifications

- **Unless otherwise notes, Antenna Towers are excluded.**
- Any extra work beyond the approved scope of work will incur additional expenses based on time and materials used.
- MSB, MCC, VFD's, FSCP, UPS System, 480V Electric Power Service, Switchboard, Load center, Power Monitoring, Junction boxes, vaults, trenching, demolitions, pipe spools, pneumatic tubing, connectors and fittings, any conduit, wire, any cables and any electrical hardware and supports, unless otherwise noted.
- Any pre-packaged instruments (VCP), Purging, Piping, system and its control hardware other than listed above.
- Factory calibration of instruments will take precedence over field calibrations.
- Provision/Installation of any Fiber Optic Systems, Demolition, Mechanical Devices, Concrete Pads, Pipes, Motor Operation Valves, Solenoid Valves, Butterfly type Flow Control Valves, Current-to-Pressure Transducers, Limit Switches, Temperature Switches and its control hardware, Sunshields, stanchions, valves, and mounting items not included unless noted above.
- Unless otherwise noted above by the Scope of Work, quote is to furnish only and does not include installation labor, termination, construction work, site improvements, trade labor, contractor services and/or startup and testing services.
- Flow Meter Spools Excluded.
- SOFFA will only be responsible for calibrating SOFFA provided instrumentation and will not be held responsible for instrument calibrations for instrumentation provided by others.
- Instrumentation will be provided loose if not installed in an SOFFA provided panel.
- Electrical Power Studies, Seismic Calculation, NETA Testing and Insulation Testing are not included unless noted above.
- SOFFA is not responsible for verifying the accuracy of instrument installation, sizing type, proper electric circuits, correct number of control wires with their conduits.
- Existing instrument calibrations are not included.
- I&C Submittals to be provided **approximately 8-10 weeks** after receipt of purchase order or written notice of intent.
- I&C Delivery to be scheduled for **approximately 14-16 weeks** minimum after submittal approval and written notice of release.
- If bonding is required, please add **1.2944%** to the total purchase amount.
- This offer is good only for 90 days (till 9/28)

For any questions related to this proposal, please email Sales@SOFFAELECTRIC.com.

Sincerely,



Salib Mansour, PE

Vice President

Email: Salib.Mansour@SOFFAELECTRIC.com



GENERAL TERMS & CONDITIONS

1. **Work.** SOFFA Electric Inc. shall execute and provide all labor, supervision, materials, and apparatus required to pursue and complete the Work described above. SOFFA shall perform the work in a professional and competent manner. Unless otherwise specified, work must be completed during normal business hours (Monday through Thursday, 7 a.m. to 4 p.m.) and pricing does not include overtime, shift, or off-hours work. Work performed outside of normal business hours is compensated for at overtime rates. This includes any time worked in excess of 8 hours but less than 12 hours during the week, and the first 8 hours worked on Saturday. Work performed outside of normal business hours in excess of 12 hours, in excess of 8 hours on Saturday, and on Sundays and holidays are compensated at double time rates.
2. **Non-Solicitation.** To the fullest extent permitted by law, during the term of the Project and for a period of 18 months thereafter, both parties agree not to, directly or indirectly, solicit, recruit or employ any employee of either party without the prior written consent of the other.
3. **Progress Payments.** Prior to each Monthly Billing date, SOFFA is required to provide Owner/Contractor with a progress payment application that outlines the value of the Work installed, also known as "Completed Work." Within 30 days of receiving this application, Owner/Contractor must make a progress payment to SOFFA that is equivalent to the value of the Completed Work as of the corresponding Monthly Billing date. As part of the Progress Payments a 5% "Project Initialization" charge will be billed upon receipt of a signed Purchase Order. When required, Retention of 5% will be billed at the point of substantial completion of SOFFA's portion of the work.
4. **Final Payment.** A final payment, consisting of the unpaid balance of the Price, shall be made within 30 days after the last of the following to occur: (a) completion of the Work by the SOFFA, (b) furnishing of evidence satisfactory to Owner / Contractor that there are no claims, obligations, liens outstanding or unsatisfied for labor, services, materials, equipment, taxes or other items performed, furnished or incurred in connection with the Work, (c) delivery general release, in a form satisfactory to the Owner / Contractor, executed by SOFFA in favor of Owner / Contractor and Owner.
5. **Payment Terms.** Interest and late charges shall accrue at 1.5% per month on any unpaid balances.
6. **Change Orders.** Owner / Contractor may from time to time, by written order ("Change Order") to SOFFA, make changes in the Work. SOFFA shall thereby perform the changed Work in accordance with the terms of the Change Order. The Contract Price shall be adjusted by the net amount of any direct savings or direct cost attributable to the Change Order.
7. **Storage of Materials on Site.** Materials stored on site or in third party storage to be installed by others are considered delivered to the site owner's care and custody.
8. **Proposal.** This proposal and pricing are good for 30 days from the date of this proposal unless specified otherwise above. The proposal shall be incorporated into any contract or purchase order issued, whether or not this is expressly stated. Before beginning the task outlined here, the proposal must be accepted. Acceptance of this proposal is indicated by a notice to proceed or purchase order. Total price does not include applicable sales tax, tariffs, or shipping charges, unless otherwise noted. Lead times listed are estimates only. Fieldwork not included in the quotation will be subject to the rates and terms specified on the SOFFA Service Rate Schedule. Any exceptions must be stated and accepted in writing. Standby time is defined as the time during which the technician is available to work but is not working due to circumstances outside of the control of SOFFA, including weather conditions or by Client direction. Standby time will be billed at rates specified on the SOFFA Service Rate Schedule (including overtime if work is required outside normal business hours or the Field Technician's daily work hours).
9. **Documents.** The proposal is based on the documents listed. We cannot agree to be bound by the terms of any document not furnished to us prior to bid. Costs associated with documents that are not listed or not provided prior to the date above are not included in the price above.
10. **Limits of Liability.** In no event, regardless of cause, shall SOFFA assume responsibility for or be liable (a) under any penalty clause of for penalties of any description, (b) for indemnification of client or others for costs, damages, or expenses arising out of or related to the goods or services provided under the contract or for certification unless otherwise specifically provided herein, or (c) for any loss of profits, loss of use, business interruption, loss of data, or indirect, incidental, special, or consequential damages of any kind in connection with or arising out of the furnishing, performance, or use of the goods or services provided to client, including related documentation, or arising from delay in delivery or furnishing of any services or products, whether alleged as a breach of contract, or tortious conduct, including negligence, or otherwise, even if SOFFA has been advised of the possibility of such damages. Furthermore, SOFFA's liability arising out of or related to the contract, including for direct damages, shall not exceed the purchase price stated in the attached proposal. This limitation of liability is cumulative, with all payments for claims or damages in connection with the contract being aggregated to determine satisfaction of the limit, such that the existence of one or more claims will not enlarge the limit. In addition, this limitation of liability will apply regardless of the form of action, whether in contract or tort, including negligence.
11. **Liquidated Damages.** SOFFA shall not be responsible for any failure to perform, or delay in performance of, its obligations resulting from acts of God, failure of its suppliers to ship or deliver on time, or other circumstances beyond SOFFA's reasonable control, including, but not limited to, sourcing, shipment or delivery issues caused by, related to, or resulting from COVID-19 or other similar national or global health situations. Under no circumstances is SOFFA liable for any penalties related to or identified as liquidated damages for failure to meet a delivery schedule regardless of the cause.

12. **Material Pricing /Delivery Delays.** If, during the performance of this contract, material pricing significantly increases, through no fault of SOFFA, the proposal price shall be equitably adjusted by an amount reasonably necessary to cover any such significant price increases. As used herein, a significant price increase shall mean any increase in price exceeding 3% as experienced by SOFFA from the date of the contract signing. Such price increases shall be documented through quotes, invoices, or receipts.

Where the delivery of material is delayed, through no fault of subcontractor, due to shortages or unavailability of materials, SOFFA shall not be liable for any additional costs or damages associated with such delay(s).

The parties understand and agree that (i) there are current issues with the manufacture and supply of various materials and equipment (all, collectively, "Goods"), which issues generally are referred to as "supply chain disruption" ("Disruption"), (ii) the Disruption arises from a variety of global, national, and local factors, all of which are beyond the control of SOFFA Systems, and (iii) the Disruption has impacted suppliers ability to provide goods by certain dates, in the quantities ordered, and/or for the specified price.

13. Accelerated/ Decelerated /Termination of Project Execution

FAST TRACK:

Client acknowledges that if Client requires a Systems Integrator (as defined below) to perform on an accelerated schedule (i.e. pace faster than the Systems Integrator's normal business procedure as dictated by the Systems Integrator's standard business practices), the risk of errors in the design and development of hardware and software increases as do certain costs such as but not limited to, express shipping of incoming purchases to the Systems Integrator, charges for expedited manufacture, development and/or delivery of hardware and/or software to the Systems Integrator and, express shipping to Client by the Systems Integrator. Client agrees that upon Client's request to the Systems Integrator to perform on an accelerated basis, Client will compensate the Systems Integrator (at Systems Integrator's then prevailing rates) for the additional costs incurred and work required as a result of the accelerated pace of project execution.

SLOW TRACK:

A decelerated pace of project execution also causes additional work and costs. If Client decelerates the pace of project execution, Client shall bear the additional costs and expenses associated with such deceleration including but not limited to paying the Systems Integrator for "spin-up" time (inefficiency caused by starting and stopping) at the System Integrator's then prevailing rates. As used herein, "System Integrator" refers to any person or entity responsible for integrating software, hardware or other materials or equipment provided by SOFFA into Client's computer network or other system(s).

TERMINATION:

Cancellations or stop-work requests by Client on any order or part thereof, must be made in writing. Notwithstanding any such request, Client agrees to pay SOFFA's standard contract labor rate for all labor incurred, and SOFFA's net material costs for all materials purchased for that order, including any restocking charges incurred.

If Client fails to comply with its obligations hereunder (including without limitation the full and timely payment to SOFFA), SOFFA may provide written notice of such default to Client and suspend further performance until such default is cured by Client. When such default is cured by Client, the amount to be paid for the Project will be equitably increased to account for SOFFA's damages arising from such suspension (including without limitation demobilization and remobilization expenses and increased costs of performance) and the time for SOFFA to complete the Project will be equitably extended to account for such suspension. If Client fails to cure such default within 30 days of its receipt of such notice from SOFFA, SOFFA may terminate its agreement with Client by providing written notice thereof and recover from Client payment for all portions of the Project performed (in whole or in part) through the date of such termination, SOFFA's demobilization expenses and other reasonable termination costs, the amount of expected overhead and profit SOFFA would have earned on the cancelled portions of the Project if not for Client's default, and any collection costs incurred by SOFFA in obtaining payment due from Client.

14. **Warranty.** SOFFA warrants all equipment manufactured by SOFFA to be free from defects in material and workmanship under normal use and service for a period of twelve (12) months OR as defined in the contract from date of shipment. All parts or products not manufactured by SOFFA will be covered only by the express warranty, if any, of the manufacturer. SOFFA's above- described limited warranty does not extend to damage or wear caused by misuse, negligence, accident, corrosion, modification by Client, faulty installation, loss of product, or tampering in a manner to impair normal operation of the equipment. SOFFA reserves the ultimate right to determine implicitly or explicitly what is or is not covered by the warranty.
15. **Ownership of Software.** Title to the application software provided to the Client by SOFFA under the Contract remains with the Client. SOFFA is granted a personal, paid-up, perpetual, nonexclusive, non-assignable, and non-transferable license to access and use said application software solely for maintenance and support purposes. The Client retains all rights to use the software in the application for which it was designed, in conjunction with the specified equipment. Security/Password Maintenance becomes the sole responsibility of SOFFA upon acceptance of the Certificate of Proper Operation (COPO).

16. **Intellectual Property.** Client shall retain all rights, title, and interest in all Intellectual Property (as defined herein) used, made, or arising in connection with the Contract or otherwise provided or communicated to Client by or on behalf of SOFFA. SOFFA may use any drawings or



Head Office	Orange County Office	Northern California Office
5901 Corvette Street, Commerce, CA 90040	587 Apollo St, Brea, CA 92821	4523 B Street, Stockton, CA 95206

specifications prepared for confirming the quality of design and manufacturing of the products set forth in the attached proposal; SOFFA shall not photocopy, duplicate, or reproduce any drawings, specifications, or software supplied by Client. SOFFA may only make copies of and use such software for internal purposes, and not for rendering services or selling products to third parties. SOFFA shall not sell, license, sublicense, assign, or otherwise transfer any Intellectual Property or any interest therein without Client's permission. 'Intellectual Property' means any and all software, specifications, designs, processes, techniques, concepts, improvements, discoveries, ideas, and inventions, whether patentable, and all related patents, copyrights, trade secrets, and other intellectual property rights.

17. **Returns.** All products and services described herein are sufficiently unique to prohibit any return for full or partial credit, other than under a warranty, unless specifically stated otherwise in the attached proposal. SOFFA is not responsible for loss of or damage to products returned to it, unless notified in advance of the return and the Purchaser is given a Return Authorization Number which is prominently placed upon the shipping documents and packing container.

18. **Dispute Resolution / Governing Law / Attorney Fees.** It is agreed that any dispute arising under the Contract, including without limitation disputes relating to interpretation of the Contract terms or the performance, negligent performance or non-performance of the Contract or any part thereof, will be determined by submission to binding arbitration in accordance with the California Arbitration Act (California Code of Civil Procedure ["CCP"] sections 1280 – 1294.2) or any successor statute then in effect. Any such arbitration shall be held and conducted in Los Angeles, California, before one (1) neutral arbitrator who shall be selected by mutual agreement of the parties; provided, however, if agreement is not reached on the selection of an arbitrator within fifteen (15) days of a party's written demand for arbitration, then such arbitrator shall be appointed by the presiding judge of the Superior Court of California County of Los Angeles in accordance with CCP section 1281.6. The discovery provisions of CCP section 1283.05 shall apply in the arbitration proceedings. The arbitrator's decision shall be based on California law. The arbitrator's decision may include monetary and/or equitable relief. The cost and fees of the arbitrator shall be borne by the non-prevailing party. In addition, the prevailing party shall be awarded reasonable attorney fees, witness costs and expenses, and other costs and expenses incurred in connection with the arbitration. ALL PARTIES TO THE CONTRACT, BY ENTERING INTO IT, ARE GIVING UP THEIR CONSTITUTIONAL RIGHT TO HAVE ANY SUCH DISPUTE DECIDED IN A COURT OF LAW BEFORE A JURY, AND INSTEAD ARE ACCEPTING THE USE OF ARBITRATION AS THEIR EXCLUSIVE REMEDY.

If any proceeding or lawsuit is brought by either party hereto against the other relating to any dispute arising out of or relating to the Contract or the subject matter thereof, the prevailing party in such proceeding or lawsuit shall be entitled to receive, in addition to any other relief that may be awarded, its costs of suit, expert witness fees and reasonable attorneys' fees of outside counsel, including costs and fees on any appeal.

Insurance. SOFFA carries the following insurance.

Workmen's Compensation	\$1,000,000 (state-required level)
General Liability Each Occurrence	\$1,000,000
Personal & Adv injury	\$1,000,000
Products Aggregate	\$1,000,000
General Aggregate	\$2,000,000
Automobile	\$1,000,000
Excess Liability	\$4,000,000
Professional Liability Each Occurrence	\$1,000,000
Aggregate	\$3,000,000

EXHIBIT B

Schedule of Charges/Payments

Consultant will invoice City on a monthly cycle. Consultant will include with each invoice a detailed progress report that indicates the amount of budget spent on each task. Consultant will inform City regarding any out-of-scope work being performed by Consultant and shall seek written authorization and concurrence from the City for any out of scope work.

EXHIBIT C

Activity Schedule

Work on the project shall begin within 20 calendar days of the City's issuance of a Notice to Proceed (NTP). The tentative start date is 9/22/2025 with a tentative completion date of 7/20/2026. The tentative activity schedule is as follows:

Item	Responsible Party	Duration	Anticipated Dates
Submittals including drawing & data sheet for all supplied materials	Soffa	4–6 weeks	9/22/25 – 10/27/25
Submittals approval, Rev 0	City	2–3 weeks	11/3/25 – 11/17/25
Any resubmit (if needed)	Soffa	2–3 weeks	11/24/25 – 12/8/25
Submittals approval Rev 1	City	1–2 weeks	12/8/25 – 12/15/25
Material procurements (upon approval)	Soffa	14–16 weeks	12/22/25 – 4/6/26
SCADA Software & Computers Upgrade	Soffa	2–3 weeks	1/12/26 – 1/26/26
Panels fabrication	Soffa	12–14 weeks	3/9/26 – 6/8/26
Field installation & startup	Soffa	12–14 weeks	5/4/26 – 8/3/26