

**CONSULTANT AGREEMENT BETWEEN THE CITY OF SANTA ANA AND
SOFFA ELECTRIC, INC. TO PROVIDE ON-CALL ENGINEERING SERVICES**

THIS AGREEMENT is made and entered into on this 19th day of September, 2023 by and between SOFFA Electric, Inc. (“Consultant”), and the City of Santa Ana, a charter city and municipal corporation organized and existing under the Constitution and laws of the State of California (“City”).

RECITALS

- A. On February 14, 2023 the City issued Request for Proposal (“RFP”) No. 23-026 by which it desired to retain a consultant having special skill and knowledge in the field of: engineering services to prepare functional specifications and to provide SCADA source control and change control services on an on-call basis for the City’s Public Works Agency.
- B. Consultant submitted a responsive proposal that was among those selected by the city. Consultant represents that it is able and willing to provide such services described in the scope of work that was included in the RFP No. 23-026.
- C. In undertaking the performance of this Agreement, Consultant represents that it is knowledgeable in its field and that any services performed by Consultant under this Agreement will be performed in compliance with such standards as may reasonably be expected from a professional consulting firm in the field.

NOW THEREFORE, in consideration of the mutual and respective promises, and subject to the terms and conditions hereinafter set forth, the parties agree as follows:

1. SCOPE OF SERVICES

Consultant shall perform the services that were described in the scope of work included in the RFP No. 23-026, during the term of this Agreement, the tasks and obligations including all labor, materials, tools, equipment, and incidental customary work required to fully and adequately complete the services described and set forth in “**Scope of Services - Exhibit A**”, attached hereto and incorporated by reference, and as further described in Consultant’s Proposal, attached hereto and incorporated herein by this reference as “**Consultant’s Proposal - Exhibit B**”.

2. COMPENSATION

- a. City neither warrants nor guarantees any minimum or maximum compensation to Consultant under this Agreement. Consultant shall be paid only for actual services performed under this Agreement at the rates and charges identified in Consultant’s Fee Proposal, which is attached hereto and fully incorporated herein by this reference as “**Compensation - Exhibit C**”. Consultant is one of three (3) separate consultants selected to provide services on an on-call basis under RFP 23-026. The total compensation for services provided by all consultants selected under RFP 23-026 shall not exceed the shared aggregate amount of \$1,250,000.00 during the term of this Agreement, including any extension periods, as set forth in Section 3, below.

- b. Payment by City shall be made within forty-five (45) days following receipt of proper invoice evidencing work performed, subject to City accounting procedures. Payment need not be made for work which fails to meet the standards of performance set forth in the Recitals which may reasonably be expected by City.
- c. Notwithstanding any contrary terms contained within Consultant's Fee Proposal, Consultant's fees shall not increase by more than 3% annually over the term of this Agreement, including any extension periods, unless directly affected by Prevailing Wage laws, if applicable.

3. TERM

This Agreement shall commence on September 19, 2023 and end on September 18, 2026, with the option for the City to grant up to one (1), two-year extension, exercisable by a writing by the City Manager and the City Attorney, unless terminated earlier in accordance with Section 16, below.

4. PREVAILING WAGES

Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. If the services being performed are part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and 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 elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

5. INDEPENDENT CONTRACTOR

Consultant shall, during the entire term of this Agreement, be construed to be an independent contractor and not an employee of the City. This Agreement is not intended nor shall it be construed to create an employer-employee relationship, a joint venture relationship, or to allow the City to exercise discretion or control over the professional manner in which Consultant performs the services which are the subject matter of this Agreement; however, the services to be provided by Consultant shall be provided in a manner consistent with all applicable standards and regulations governing such services. Consultant shall pay all salaries and wages, employer's social security taxes, unemployment insurance and similar taxes relating to employees and shall be responsible for all applicable withholding taxes.

6. OWNERSHIP OF MATERIALS

This Agreement creates a non-exclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property

embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultant under this Agreement (“Documents & Data”). Consultant shall require all subcontractors to agree in writing that City is granted a non-exclusive and perpetual license for any Documents & Data the subcontractor prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents & Data. Consultant makes no such representation and warranty in regard to Documents & Data which were provided to Consultant by the City. City shall not be limited in any way in its use of the Documents and Data at any time, provided that any such use not within the purposes intended by this Agreement shall be at City’s sole risk.

7. INSURANCE

Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Consultant, its agents, representatives, employees or subcontractors.

- a. Consultant shall not commence work for the City until it has provided evidence satisfactory to the City that it has secured all insurance required under this Section. In addition, Consultant shall not allow any subconsultant to commence work on any subcontract until it has secured all insurance required under this Section.
- b. Insurance coverage shall be at least as broad as:
 - (i) Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$2,000,000.00 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
 - (ii) Automobile Liability: Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Consultant has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000.00 per accident for bodily injury and property damage.
 - (iii) Workers’ Compensation insurance as required by the State of California, with Statutory Limits, and Employer’s Liability Insurance with limit of no less than \$1,000,000.00 per accident for bodily injury or disease.

- (iv) Professional Liability (Errors and Omissions) Insurance appropriate to the Consultant's profession, with limit no less than \$1,000,000.00 per occurrence or claim, \$2,000,000.00 aggregate.
 - (v) If the Consultant maintains broader coverage and/or higher limits than the minimums shown above, the City requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.
- c. Other Insurance Provisions. The insurance policies are to contain, or be endorsed to contain, the following provisions:
 - (i) **Additional Insured Status.** The City, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Consultant's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).
 - (ii) **Primary Coverage.** For any claims related to this contract, the Consultant's insurance coverage shall be primary insurance primary coverage at least as broad as ISO CG 20 01 04 13 as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.
 - (iii) **Notice of Cancellation.** Each insurance policy required above shall state that coverage shall not be canceled, except with notice to the City.
 - (iv) **Waiver of Subrogation.** Consultant hereby grants to City a waiver of any right to subrogation which any insurer of said Consultant may acquire against the City by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.
 - (v) **Self-Insured Retentions.** Self-insured retentions must be declared to and approved by the City. The City may require the Consultant to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be

endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City.

(vi) **Acceptability of Insurers.** Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City.

(vii) **Claims Made Policies.** If any of the required policies provide coverage on a claims-made basis:

- The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
- Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
- If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

(viii) **Verification of Coverage.** Consultant shall furnish the City with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to City before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

(ix) **Subcontractors.** Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Consultant shall ensure that City is an additional insured on insurance required from subcontractors.

(x) **Special Risks or Circumstances.** City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

8. INDEMNIFICATION

Consultant agrees to defend, and shall indemnify and hold harmless the City, its officers, agents, employees, contractors, special counsel, and representatives from liability: (1) for personal

injury, damages, just compensation, restitution, judicial or equitable relief arising out of claims for personal injury, including death, and claims for property damage, which may arise from the negligent operations of the Consultant, its subcontractors, agents, employees, or other persons acting on its behalf which relates to the services described in section 1 of this Agreement; and (2) from any claim that personal injury, damages, just compensation, restitution, judicial or equitable relief is due by reason of the terms of or effects arising from this Agreement. This indemnity and hold harmless agreement applies to all claims for damages, just compensation, restitution, judicial or equitable relief suffered, or alleged to have been suffered, by reason of the events referred to in this Section or by reason of the terms of, or effects, arising from this Agreement. The Consultant further agrees to indemnify, hold harmless, and pay all costs for the defense of the City, including fees and costs for special counsel to be selected by the City, regarding any action by a third party challenging the validity of this Agreement, or asserting that personal injury, damages, just compensation, restitution, judicial or equitable relief due to personal or property rights arises by reason of the terms of, or effects arising from this Agreement. City may make all reasonable decisions with respect to its representation in any legal proceeding. Notwithstanding the foregoing, to the extent Consultant's services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant.

9. INTELLECTUAL PROPERTY INDEMNIFICATION

Consultant shall defend and indemnify the City, its officers, agents, representatives, and employees against any and all liability, including costs, for infringement of any United States' letters patent, trademark, or copyright infringement, including costs, contained in the work product or documents provided by Consultant to the City pursuant to this Agreement.

10. RECORDS

Consultant shall keep records and invoices in connection with the work to be performed under this Agreement. Consultant shall maintain complete and accurate records with respect to the costs incurred under this Agreement and any services, expenditures, and disbursements charged to the City for a minimum period of three (3) years, or for any longer period required by law, from the date of final payment to Consultant under this Agreement. All such records and invoices shall be clearly identifiable. Consultant shall allow a representative of the City to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement during regular business hours. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to this Agreement for a period of three (3) years from the date of final payment to Consultant under this Agreement.

11. CONFIDENTIALITY

If Consultant receives from the City information which due to the nature of such information is reasonably understood to be confidential and/or proprietary, Consultant agrees that it shall not use or disclose such information except in the performance of this Agreement, and further agrees to exercise the same degree of care it uses to protect its own information of like importance, but in no event less than reasonable care. "Confidential Information" shall include all

nonpublic information. Confidential information includes not only written information, but also information transferred orally, visually, electronically, or by other means. Confidential information disclosed to either party by any subsidiary and/or agent of the other party is covered by this Agreement. The foregoing obligations of non-use and nondisclosure shall not apply to any information that (a) has been disclosed in publicly available sources; (b) is, through no fault of the Consultant disclosed in a publicly available source; (c) is in rightful possession of the Consultant without an obligation of confidentiality; (d) is required to be disclosed by operation of law; or (e) is independently developed by the Consultant without reference to information disclosed by the City.

12. CONFLICT OF INTEREST CLAUSE

Consultant covenants that it presently has no interests and shall not have interests, direct or indirect, which would conflict in any manner with performance of services specified under this Agreement.

13. NON-DISCRIMINATION

Consultant shall not discriminate because of race, color, creed, religion, sex, marital status, sexual orientation, gender identity, gender expression, gender, medical conditions, genetic information, or military and veteran status, age, national origin, ancestry, or disability, as defined and prohibited by applicable law, in the recruitment, selection, teaching, training, utilization, promotion, termination or other employment related activities or any services provided under this Agreement. Consultant affirms that it is an equal opportunity employer and shall comply with all applicable federal, state and local laws and regulations.

14. EXCLUSIVITY AND AMENDMENT

This Agreement represents the complete and exclusive statement between the City and Consultant, and supersedes any and all other agreements, oral or written, between the parties. In the event of a conflict between the terms of this Agreement and any attachments hereto, the terms of this Agreement shall prevail. This Agreement may not be modified except by written instrument signed by the City and by an authorized representative of Consultant. The parties agree that any terms or conditions of any purchase order or other instrument that are inconsistent with, or in addition to, the terms and conditions hereof, shall not bind or obligate Consultant or the City. Each party to this Agreement acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which is not embodied herein.

15. ASSIGNMENT

Inasmuch as this Agreement is intended to secure the specialized services of Consultant, Consultant may not assign, transfer, delegate, or subcontract any interest herein without the prior written consent of the City and any such assignment, transfer, delegation or subcontract without the City's prior written consent shall be considered null and void. Nothing in this Agreement shall be construed to limit the City's ability to have any of the services which are the subject to this

Agreement performed by City personnel or by other consultant and/or contractors retained by City.

16. TERMINATION

This Agreement may be terminated by the City upon thirty (30) days written notice of termination. In such event, Consultant shall be entitled to receive and the City shall pay Consultant compensation for all services performed by Consultant prior to receipt of such notice of termination, subject to the following conditions:

- a. As a condition of such payment, the Executive Director may require Consultant to deliver to the City all work product(s) completed as of such date, and in such case such work product shall be the property of the City unless prohibited by law, and Consultant consents to the City's use thereof for such purposes as the City deems appropriate.
- b. Payment need not be made for work which fails to meet the standard of performance specified in the Recitals of this Agreement.

17. WAIVER

No waiver of breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the party waiving the breach, failure, right or remedy. No waiver of any breach, failure or right, or remedy shall be deemed a waiver of any other breach, failure, right or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.

18. JURISDICTION - VENUE

This Agreement has been executed and delivered in the State of California and the validity, interpretation, performance, and enforcement of any of the clauses of this Agreement shall be determined and governed by the laws of the State of California. Both parties further agree that Orange County, California, shall be the venue for any action or proceeding that may be brought or arise out of, in connection with or by reason of this Agreement.

19. PROFESSIONAL LICENSES

Consultant shall, throughout the term of this Agreement, maintain all necessary licenses, permits, approvals, waivers, and exemptions necessary for the provision of the services hereunder and required by the laws and regulations of the United States, the State of California, the City of Santa Ana and all other governmental agencies. Consultant shall notify the City immediately and in writing of its inability to obtain or maintain such permits, licenses, approvals, waivers, and exemptions. Said inability shall be cause for termination of this Agreement.

20. NOTICE

Any notice, tender, demand, delivery, or other communication pursuant to this Agreement shall be in writing and shall be deemed to be properly given if delivered in person or mailed by

first class or certified mail, postage prepaid, or sent by fax or other telegraphic communication in the manner provided in this Section, to the following persons:

To City:

Jennifer L. Hall
City Clerk
City of Santa Ana
20 Civic Center Plaza (M-30)
P.O. Box 1988
Santa Ana, CA 92702-1988
Fax: 714- 647-6956

With courtesy copies to:

Nabil Saba
Executive Director, Public Works Agency
City of Santa Ana
20 Civic Center Plaza
P.O. Box 1988
Santa Ana, California 92702
Fax:

To Consultant:

Salib Mansour, P.E.
Vice President
SOFFA Electric, Inc.
5901 Corvette St.
Commerce, CA 90040

A party may change its address by giving notice in writing to the other party. Thereafter, any communication shall be addressed and transmitted to the new address. If sent by mail, communication shall be effective or deemed to have been given three (3) days after it has been deposited in the United States mail, duly registered or certified, with postage prepaid, and addressed as set forth above. If sent by fax, communication shall be effective or deemed to have been given twenty-four (24) hours after the time set forth on the transmission report issued by the transmitting facsimile machine, addressed as set forth above. For purposes of calculating these time frames, weekends, federal, state, County or City holidays shall be excluded.

21. MISCELLANEOUS PROVISIONS

- a. Each undersigned represents and warrants that its signature herein below has the power, authority and right to bind their respective parties to each of the terms of this Agreement, and shall indemnify City fully, including reasonable costs and

attorney's fees, for any injuries or damages to City in the event that such authority or power is not, in fact, held by the signatory or is withdrawn.

- b. All Exhibits referenced herein and attached hereto shall be incorporated as if fully set forth in the body of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the date and year first above written.

ATTEST:

CITY OF SANTA ANA

JENNIFER L. HALL
City Clerk

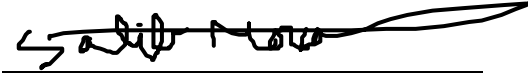
KRISTINE RIDGE
City Manager

APPROVED AS TO FORM:
SONIA R. CARVALHO
City Attorney

CONSULTANT:

By. 

JONATHAN T. MARTINEZ
Assistant City Attorney



SALIB MANSOUR
Vice President

RECOMMENDED FOR APPROVAL:

NABIL SABA
Executive Director
Public Works Agency

EXHIBIT A

SCOPE OF SERVICES

CITY OF SANTA ANA
RFP NO.: 23-026
WATER RESOURCES FUNCTIONAL SPECIFICATIONS DEVELOPMENT AND SCADA
PROGRAMMING SERVICES

Appendix
ATTACHMENT 1: SCOPE OF WORK

CITY OF SANTA ANA
RFP NO.: 23-026
WATER RESOURCES FUNCTIONAL SPECIFICATIONS DEVELOPMENT AND SCADA
PROGRAMMING SERVICES

SCOPE OF WORK

A. INTRODUCTION AND BACKGROUND

The City of Santa Ana Public Works Agency – Water Resources Division oversees and maintains the daily operations of the Water System and Sanitary Sewer System. The City's water system has an average day demand of about 30 million gallons (MG) with 45,000 service connections. It is comprised of approximately 478 miles of water main, 45 MG of storage at five (5) sites, seven (7) MWD connections, 21 groundwater wells, seven (7) pump stations, four (4) pressure regulating stations and utilizes two (2) pressure zones.

B. CONSULTANT RESPONSIBILITIES

The City desires to retain a qualified Consultant to prepare functional specifications, control panel drawings, programming and testing specifications and provide SCADA systems source control and change control services for the City's water production facilities. The selected vendor is intended to, among other items previously stated, provide and institute oversight mechanisms for the City's contracted controls programmers. The City's facilities are controlled by the Dynac ES SCADA software as provided by Kapsch TrafficCom USA, Inc. The City is also utilizing Wonderware by AVEVA.

The Consultant shall provide all labor, materials, services, and equipment necessary for the services described herein. The Consultant shall possess all Federal, State and Local permits, licenses, and approvals necessary to provide good/services required in the Scope of Work.

C. SCOPE OF SERVICES

The City is seeking qualified Consultants to provide (1) control panel drawings, (2) functional specifications, (3) programming and testing specifications, (4) source control, and (5) change control described in the following sections:

1. CONTROL PANEL DRAWINGS

The Consultant shall be capable of providing and reviewing control panel drawings as they relate to the City's instrumentation and electrical components. The City's water production sites utilize the following components:

- Modicon Momentum Programmable Logic Computers (PLC) – (Modicon M340 and M580 and other various models)
- Variable Frequency Drives (VFD) – (Various models such as ABB and Danfoss)
- Limitorque and AUMA motor operated valves (MOV)
- Mag meters (various brands) and other related appurtenances
- Magelis human machine interfaces (HMI) or a Unitronics display

The Consultant shall have experience working with the aforementioned instruments and shall recommend retrofits when applicable. It is the City's desire that all site control reside within

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the site PLC with the HMI acting primarily as a site control interface relaying operator commands to the site PLC.

A. DELIVERABLES

Upon request, the Consultant shall prepare detailed control panel drawings and specifications for City water production sites. Control panel drawings shall be complete and sufficiently detailed to provide to panel manufacturers and obtain bids for their construction. Control panel drawings shall be in conformance with the City's Control Panel Standards and Specifications and include at a minimum the following:

1. Front Panel Layout Drawing
2. Back Panel Layout Drawing
3. Power Distribution Drawing
4. Communication Network Drawing
5. Analog Inputs/Outputs Drawing
6. Digital Inputs/Outputs Drawing
7. Bill of Materials
8. I/O List with Tag Names
9. Specifications for:
 - a. DC Power Components (standard provided by City)
 - b. Ethernet and Networking Components (standard provided by City)
 - c. Telemetry Components (standard provided by City)
 - d. Control Panel Construction (standard provided by City)

In addition, the consultant shall provide the following for each requested site:

1. I/O List
2. Complete set of Drawings
3. Complete set of associate specification

2. FUNCTIONAL SPECIFICATIONS

The Consultant shall develop functional specifications based on the future/proposed operation/capabilities gained from updating instrumentation and control devices for the Water Production sites upon request from the City. The Functional Specifications are intended to reflect the ultimate desired operation of each site and not be limited to the operation as it exists currently. The Consultant shall be capable of performing the following tasks:

1. Conduct existing condition work sessions with the City Water Production Team to identify existing operational settings, hardware and controls equipment for the Sites. The Consultant shall catalogue all existing controls and equipment and provide recommendations for enhancement and conformance to City's standards.
 - a. The Consultant shall create an I/O database to catalogue all system I/O and communications, which shall include summaries of the use and function of each. The format and fields shall be developed in collaboration with the City Water Production

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- Team. The type of I/O captured in this database shall include, but not be limited to, PLCs, local and remote HMIs, remote I/O modules, radio transmitter modems, backup power, wiring and termination blocks.
- b. The Consultant shall provide recommendations for control hardware upgrades and standardization.
 - c. The purpose of this task is to document existing I/O, configurations and Site equipment for use in preparing the proposed/future I/O list, control panel drawings, functional specifications and related documents.
2. Conduct operations workshops with the City Water Production Team to develop and document operating procedures for the Sites. The Consultant shall provide recommendations for enhancement to operational practices based on currently available technologies and industry best practices.
- a. The Consultant is expected to develop a detailed understanding of each of the Site's operational function including all equipment, controls, instrumentation, and communication systems. Consultant shall research as necessary to fully understand the capabilities and limitation of the Sites.
 - b. It is anticipated that one (1) workshop per pump station Site (8 hours each) will be needed to complete this task. In addition, the City may request the following additional trainings:
 - i. Field testing and training for staff
 - ii. Detailed workshops per functional specification
3. Create Functional Specifications for each Site that includes at minimum the following:
- a. Narrative overview of the function and operation of the Site;
 - b. Identification of all component of the Site (i.e., equipment, instrumentation, etc.)
 - c. Narrative description of the functionality of each component of the Site (e.g., pumps, tanks, VFDs, valves, meters, sensors/transmitters, monitors, etc.);
 - d. Narrative description of all operational modes for the Site;
 - e. Description of the process control strategies for the Site
 - f. Narrative description of each process control strategy;
 - g. Identification of the specific I/O, setpoints, commands, and communications associated with each strategy;
 - h. Detailed description of the control logic for each component/strategy, including permissives, interlocks, PID controls, etc.;
 - i. Description of the SCADA interfaces (Dynac ES provided by Kapsch TrafficCom USA, Inc. and Wonderware provided by AVEVA)
 - j. Narrative and detailed description of system alarms and other notification functionality.

Prior to finalizing the functional specification, the Consultant shall host a functional specification review workshop to review the content of the documents and receive City's approval to finalize. Upon request, the Consultant shall also be able to provide field testing and training for staff.

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3. PROGRAMMING AND TESTING SPECIFICATIONS

Upon request, the Consultant shall develop programming and testing specifications based on City standards for the new control panels. The Consultant shall perform the following tasks:

1. Consultant shall develop comprehensive Factory Acceptance Test (FAT) and Site Acceptance Test (SAT) protocols for the new control panels and related components. Consultant will be tasked with reviewing, enhancing and providing approval recommendations for test protocols and other control system submittals associated with the planned Site improvements to ensure that the panel manufacturer and the City's integrators deliverables and tasks are being executed in compliance with the accepted specifications.
2. Act as the City's agent during factory and on-site functional and performance acceptance testing. Consultant shall document and identify all functional and performance discrepancies and coordinate corrective actions to resolve identified discrepancies prior to City acceptance.
3. On an as-needed basis, Consultant shall provide on-site support for commissioning (start-up) activities, in close coordination with the City's integrator. Consultant shall be present during system commissioning to verify all aspects of the control system and associated process equipment are exercised and to ensure deficiencies are corrected by the Contractor/Integrator as they are found. Commissioning will not be considered complete until the Consultant has determined that all of the system requirements have been met.

A. DELIVERABLES

The Consultant shall provide the following:

1. Control Panel FAT/SAT Protocols
2. Control Panel FAT/SAT Results Report
3. Commissioning/Start-up Report

4. SCADA SOURCE CONTROL

The Consultant shall implement, manage and maintain a source control system and establish procedures to track all changes to the SCADA configurations, PLC programs, firewall configurations, smart field device configurations and related devices. The goal of the Source Control service is to track and store SCADA system configurations and history.

The Consultant shall collect existing programs from field PLC devices to populate the existing source control database. The City has approximately 45 PLC devices located throughout the City. The Consultant shall maintain a master source control database and provide periodic backups to the City. As updates are required to the PLC programs, the Consultant shall provide a copy of the most up to date PLC programs to the City's contract PLC integrators via a documented check-in, check-out process. Consultant shall develop and document rules, standards and procedures for database structure and program check-in, check-out processes.

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5. SCADA CHANGE CONTROL

The Consultant shall implement, manage and maintain a robust change control system and establish procedures to provide governance and structure over proposed SCADA system and site local control programming changes and associated integrator activities. The goal of Change Control services is to prevent ad-hoc SCADA configuration changes, ad-hoc PLC programming changes, properly document new instrumentation additions and ensure proper documentation is kept regarding the nature and reason for the desired system changes. Consultant shall propose a change control platform and methodology. Change requests may be initiated by City, City's contract integrators or Consultant. The City will have final say as to what change requests are approved.

D. CODE COMPLIANCE

All materials and workmanship shall be in strict conformity with federal, state and local codes, requirements, standards of the latest editions, and guidelines including revisions of the following:

- International Society of Automation (ISA)
- California Building Code (CBC)
- American National Standards Institute (ANSI)
- American Society of Testing and Materials (ASTM)
- Department of Transportation (DOT)
- California State Water Resources Control Board
- Department of Drinking Water
- South Coast Air Quality Management District (SCAQMD)
- Environmental Protection Agency (EPA)
- Occupational Safety and Health Administration (OSHA)

E. PROJECT MANAGEMENT AND COORDINATION

When a request for service is issued to the City, the Consultant shall issue an estimate to the City's designated Project Manager. The Consultant shall not proceed with any work without the approval of the City's designated Project Manager in the form of a Notice to Proceed.

Consultants shall invoice the City on a monthly basis for all work performed during the period or provide a one-time invoice at the completion of work issued. Each invoice shall be accompanied by a summary of tasks performed, contract agreement number, results and progress on long-term tasks if any.

F. VALUE ADDED RELATED SERVICES

The Consultant may propose additional related services that the City has not specifically identified in this RFP to accomplish the stated goals of this RFP. Value added related services will be considered by the City and may or may not be incorporated in the agreement. All parts and materials must be supplied new and factory approved.

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G. MARKUP

The following markup percentages shall be added to the Consultant's costs and shall constitute the markup for all overhead and profits (to the sum of the costs and markups, one (1) percent shall be added as compensation for bonding):

1)	Labor	20
2)	Materials	15
3)	Equipment Rental	15
4)	Other Items and Expenditures	15

H. MINIMUM QUALIFICATIONS

The City is searching for a highly experienced professional firm with specific experience in control system, HMI, and SCADA system development, test, integration, and commissioning. At a minimum, proposers shall demonstrate certification, accreditation and/or competence as follows:

1. California Registered Engineer as either:
 - a. Control Systems Engineer, or
 - b. Electrical Engineer, or
2. International Society of Automation, Certified Automation Professional certification required.
3. Provide license/certification holder information (i.e., name, license#, etc.).
4. Project Experience:
 - a. Demonstrated experience with PLC, HMI, RTU and communication processors (e.g., Schneider/ Telemecanique Modicon PLCs, and Magelis HMI, etc.) in a variety of development environments (e.g., Concept v2.6, Advantys, UnityPro and Visilogic, etc.).
 - b. Proven experience with SCADA communication protocols and concepts.
 - c. Demonstrated experience in the area of control systems design, development, integration, acceptance testing and commissioning.
 - d. Minimum of three projects of similar scale and scope in the municipal water production/distribution industry within the past five years.
5. Provide detailed project descriptions for representative projects; include contact information for client/customer personnel (project manager, engineer, etc.) involved with each representative project.
6. Sufficient resources to staff this project. Provide resumes for key personnel/sub-contractors and a resource table summarizing the availability of assigned individuals for the project.
7. All work is to be performed in compliance with all applicable codes, ordinances, laws, standards, due care, and Occupational Safety and Health Administration (OSHA) safety requirements.
8. The Contractor shall have a minimum of five (5) years of experience in providing the services described in ATTACHMENT 1: SCOPE OF SERVICES.
9. The Contractor shall possess state and local permits, licenses and certificates required by law to commence, carry, and complete the work.

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10. Provide all necessary equipment to competently perform and complete work as specified.

I. SAFETY

Proposer shall be solely and completely responsible for the condition of the project site, including safety of all persons and properties during the performance of the work. In addition, proper safety equipment must be worn at all times. These requirements shall apply continuously until the contract is terminated and shall not be limited to normal working hours.

The Consultant shall assure that each employee or subcontractor under the contractor's supervision is trained in the work practices necessary to safely perform his or her job.

The Consultant's drivers/delivery crews shall be HAZMAT trained and certified in safety measures to prevent accidents endangering personnel and property. Hazardous Materials shall be clearly marked with the proper shipping name and identification number as required by the Department of Transportation. The Consultant shall provide current, applicable and required Material Safety Data Sheets (MSDS) at any time during the contract as requested by the City of Santa Ana.

J. INSURANCE REQUIREMENTS

The successful bidders shall furnish the City with original copies of valid insurance policies herein required upon execution of the contract and shall maintain said policies in full force and effect at all times during the term of this contract. Said insurance policies shall comply with all requirements set forth in these specifications. Consultant(s) shall keep a current certificate of insurance at the City of Santa Ana at all times and shall immediately report any changes to the City.

K. FEE SCHEDULE

The Consultant shall submit a fee schedule and labor rates as described in Section III.B.3 of RFP. The Consultant shall refer to **APPENDIX A and APPENDIX B** for additional information regarding Crooke Station and Cambridge Station respectively. No separately stated freight or deliveries will be considered. Bidders shall include all costs in the unit price bid. The Consultant's delivered product pricing shall be inclusive of all freight/unloading/handling and delivery charged.

The City intends to replace the control panels and related instrumentation and electrical components at the sites described below (work to be performed by a separate Contract):

- 1. Crooke Pump Station consisting of (detailed plansets provided in Appendix A):**
 - a. 3 Booster pumps
 - b. 1 Reservoir
 - c. 2 Groundwater wells

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2. Cambridge Pump Station consisting of (detailed plansets provided in Appendix B):

- a. 3 Booster pumps
- b. 1 Reservoir

The fee proposal shall be outlined as follows for Crooke Station and for Cambridge Station:

- 1. Control Panel Drawings
 - a. Fee per Site
- 2. Functional Specifications
 - b. Fee per Site
- 3. Programming and Testing Specifications
 - c. Fee per Site
 - d. Assume 20 hours of witness testing/on-site services per site
- 4. Source Control
 - a. Fee for initial PLC program collection
 - b. Fee for establishing functioning Source Control database, standards and procedures
 - c. Annual budget for processing check-in/check-out requests
 - i. Assume 4 requests per month
- 5. Change Control
 - a. Fee for establishing functioning Change Control forms, standards and procedures
 - b. Annual budget for processing/documenting change control requests
 - i. Assume 4 requests per month
- 6. Firm's standard hourly fee schedules

Furthermore, the Consultant shall submit additional labor, material and rental equipment rates along with fee schedule. Consultant's labor and equipment rate sheet shall list rates for all labor designations, equipment, rentals, and materials. The bid items specified in the fee schedule are for reference purposes only. Labor increases shall be subject to mutually agreeable terms between the City and the Consultant. The City may request related services that will be paid at the vendor's standard labor and equipment rate submitted. Fee proposal shall be outlined as follows:

---End of SCOPE OF WORK Section---

EXHIBIT B

CONSULTANT'S PROPOSAL

Process Control Integration



Engineering company specializing in control systems integration and fabrication designed to improve efficiency and reduce operational costs for Municipalities, Water and Wastewater Treatment Systems, Oil, Gas, Energy and Industrial Sector.



Process Control Integration

CITY OF SANTA ANA PUBLIC WORKS AGENCY RFP NO.: 23-026 WATER RESOURCES

FUNCTIONAL SPECIFICATIONS DEVELOPMENT & SCADA PROGRAMMING

www.soffaelectric.com
info@soffaelectric.com

2023



Corporate Office

5901 Corvette Street,
Commerce, CA 90040
Tel: (323) 728-0230
Fax: (323) 558-7088

March 9, 2023

SUBMITTED ELECTRONICALLY

CITY OF SANTA ANA PUBLIC WORKS AGENCY
220 S. Daisy Avenue, Bldg A
Santa Ana, CA 92703

Ref: Water Resources Functional Specifications Development and Scada Programming Services

Dear James Burk, P.E.,

Soffa Electric, Inc. is pleased to have the opportunity to submit our statement of qualifications as the **System Supplier for Instrumentation & Controls** subcontractor for this project, with Specialized Systems Integration services and supplies.

Our company is in the unique position of providing turnkey systems that are engineered, programmed, fabricated, and factory tested all from one single location. We offer a full staff of over 50 engineers, technicians, and programmers; and our 3,700 Sq. Ft. Underwriters Laboratory (UL) Listed panel shop is located within 5 miles from the City of Montebello.

We employ Senior engineers that are available 24/7 to provide system maintenance should you develop a problem that desires immediate attention. Our programmers are knowledgeable at troubleshooting a wide range of PLCs and HMIs and will respond at any time to ensure your facility stays up and running with the least amount of downtime possible.

During our **51 years** of operation, we have developed strong alliances and buying power with all the major vendors in our industry which allows us reduced pricing and lead times that we can then pass on to our customers.

At SOFFA Electric we offer our clients the expertise, personnel, financial stability, and organization necessary to make every project a success. We also have expanded services at a second local facility in Aliso Viejo, CA. We look forward to offering you consistency and effectiveness in achieving your goals for this project. Thanks for this opportunity.

Sincerely,

Salib Mansour, P.E.

Vice President

Salib.Mansour@soffaelectric.com



Corporate Office

5901 Corvette Street,
Commerce, CA 90040
Tel: (323) 728-0230
Fax: (323) 558-7088

March 9, 2023

SUBMITTED ELECTRONICALLY

CITY OF SANTA ANA PUBLIC WORKS AGENCY
220 S. Daisy Avenue, Bldg A
Santa Ana, CA 92703

Ref: Agreement Statement

Dear James Burk, P.E.,

Soffa Electric, Inc. is agrees the standard agreement provided as attachment 4 "Consultant Agreement (SAMPLE)" and agrees with the scope services in Exhibit A.

Sincerely,

Salib Mansour, P.E.

Vice President

Salib.Mansour@soffaelectric.com

THE COMPANY

SOFFA Electric is an engineering firm specializing in control systems integration and fabrication designed to improve efficiency and reduce operational costs for Water and Wastewater Treatment System, Oil, Gas Chemical Processing, and Industrial Sector.

Founded in Los Angeles in 1972, the expert team at SOFFA has over four decades of experience combining thoughtful engineering practices with direct access to a comprehensive suite of unique industrial solutions.

Initially, we offered relay control systems to both the public and private sectors, but as technology progressed over the years, we transitioned from the relay panel to programmable logic controllers to offer more value to our industrial and municipal clientele.

At SOFFA Electric, we take your productivity seriously. That is why we are committed to serving all of your industrial control system needs efficiently, without the headache of a middleman.

We offer a comprehensive solution for the engineering, programming, fabrication, and testing of advanced turnkey control systems for industrial manufacturing and municipal process applications.

This centralized solution is the best way to ensure quality efficiency, and support for our clients, and it helps expedite your go-to-market strategy by removing several steps from the process.

SOFFA Electric is one of two companies west of the Mississippi granted UL approval for construction of flame detection and hazardous area control panels.

In addition, SOFFA is pleased to announce that we have expanded our services to a second location in Aliso Viejo, CA.

CERTIFICATES AND LISCENSE

Contractor State License

- C-10 Electrical-California State Contractor's License

Underwriters Laboratory



- UL-508A Industrial Control Panels
- UL-698A Industrial Control Panels Hazardous

ISO9001 Certification



Integration Partners

- **Rockwell Automation**
 - Allen Bradley
 - Studio 5000
 - RSLogix
 - RSView
 - FactoryTalk View SE
- **Schneider Electric**
 - Wonderware
 - SCADAPack
 - ClearSCADA
 - Modicon
 - Unity PRO
- **Siemens**
 - WinCC

Control System Integrators Association (CSIA)



CSIA Member Since: 2019

PROJECT SERVICES

Succeed with Capitol Infrastructure Projects

Every successful project requires a strong strategy and competent people behind it. Comprehensive system project services from SOFFA Electric can help deliver complete infrastructure project execution from start to finish, on budget and on time. Combining our extensive industry expertise with a team of experienced engineers provides accurate, well-defined project implementation frameworks that directly impact your entire company:

- Successful Project Execution
- Lower Total Cost of Ownership
- Reduce Potential Waste Risk
- Remove Excess Redundancy
- Simplify Regulatory Compliance
- More Efficient Process Behavior

■ *Detail-Oriented System Management Services*

The system project experts at SOFFA Electric provide end-to-end project management and definitions to help manufacturers and municipalities streamline each new project in their pipeline.

- Feasibility Studies
- Functional Specifications
- Schedules
- Facility Walk Through
- Field Analysis
- As-Built Documentation
- Requirements Definition
- Hardware Implementation
- Software Design and Implementation
- Start-up and Commissioning
- Post Start -up Application Support
- Staff User Training

PROJECT MANAGEMENT PROCESSES

We specialize in helping high tech, highly regulated industries meet unique project challenges

At the core of our management service is a proven methodology that we use to optimize client projects and get great results.

- Select the perfect team of engineers for your project.
- Outline the complete project scope and framework.
- A team of estimators provide a competitive bid.
- Upon assignment, our engineers develop detailed instrumentation submittals and control panel designs for review.
- After getting approved submittals and a release, we begin fabrication.
- Once panels are fabricated, we thoroughly inspect them and test them to ensure functionality and compliance.

Each project is managed by a specialized group of engineers chosen based on the needs and requirements of the project.

Schneider
Electric

EMERSON

Rockwell
Automation

GE
FANUC

SIEMENS

ABB

Honeywell

inversys
Wonderware

PROCESS INSTRUMENTATION

Fine-Tune Your Equipment & Processes

A high-powered system is only as good as its operating accuracy, and unfortunately, not all instrumentation is calibrated optimally upon implantation. Advanced process instrumentation and calibration solutions from SOFFA Electric enable your system to operate at maximum capacity without sacrificing compliance and control.

Our expert team analyzes and optimizes your process input instrumentation to accurately measure and report on the four primary operating values in real-time: flow, temperature, pressure, and level.

We specialize in a range of Technical Services and Commissioning Services for Analytical Devices, Flow Devices, Level Devices, and Pressure Devices that are special calibrated to your industry needs and requirements.

■ *Technical Instrumentation Services*

- Calibration
- Commissioning & Hot Cutover
- Control System Implementation
- FAT Testing Assistance & Troubleshooting

■ *Instrumentation Commissioning Services*

- Device Tagging
- Device Tag Name Verification
- Device Wiring Connection Verification
- Field Wiring Verification for Analog Devices
- Point-to-Point Verification with HMI/SCADA System
- Develop & Maintain Device Records
- Inspections
- Preparations
- Documentation
- Instrument Loop Check
- Integrated System Testing

- Maintenance & Support

■ *Creating Innovative Industry Frameworks*

As a single-source design provider, SOFFA Electric has the leverage, the latest AutoCAD technology and extensive engineering experience to develop system designs that are guaranteed to meet all ISA standards and UL rules and regulations.

- Loop Diagrams
- Interconnect Diagrams
- Wiring & Fabrication Drawings
- Point-to-Point Drawings
- Detail Design Drawings
- System Configuration
- Systems Integration
- Equipment Specifications
- Field & Communication Devices

■ *Programming to Meet Any Need*

No matter how simple or complex your control process, software specifically designed to complement and support your hardware is critical to keeping things running smoothly. SOFFA Electric's custom control system programming ensures that your systems work in tandem effortlessly.

Our programming team has extensive experience working with a wide variety of platforms and requirements to develop the right solution for your needs.

■ *Unleash Your Equipment's Potential*

As an industry leading control system integrator, SOFFA Electric has a wide variety of experience in programming PLC all major programmable logic controllers and RTUs, including:

- Allen Bradley
- Siemens
- Modicon
- GE Fanuc
- SCADA Pack

- Automation Direct
- Emerson Delta V & Ovation
- Honeywell

We also have extensive human-machine interface (HMI) experience connecting operators to controllers within a Windows-based system.

As a standard, our ladder logic is completely documented using plain English, symbols, and descriptions on I/O points and other intermediate coils used to simplify comprehension.

Custom Reporting: Using popular software platforms, we program control system software with easily customizable reporting features specific to your needs.

Secure Workstations: Each workstation is configured to behave as a standalone system with redundant hot backup capabilities.

SCADA Expertise: We are SCADA systems experts with in-depth experience with various operator interfaces, including:

- Allen Bradley/PanelView Plus
- Modicon/Panel Mate
- Siemens/OP7
- Telemetry/SCADA

Advanced Data Logging: To facilitate smooth, accurate data logging, we leverage database applications such as:

- Oracle
- Sybase
- Dbase IV

NETWORKING SOLUTIONS

Advanced PLC Networking solutions from SOFFA Electric can facilitate control panel automation and connect your entire company.

A broad range of industry experience allows us to help clients customize a networking solution that is right for them. We are able to

offer a variety of high-quality networking products, including:

- 3Com
- Motorola
- Adtran
- US Robotics

Our team is well-versed in all popular PLC networking protocols and have successfully implemented many local area networks (LAN), wide area networks (WAN), and remote networks and are experienced in both the “bus” and “star” topologies in Profibus and Ethernet networks.

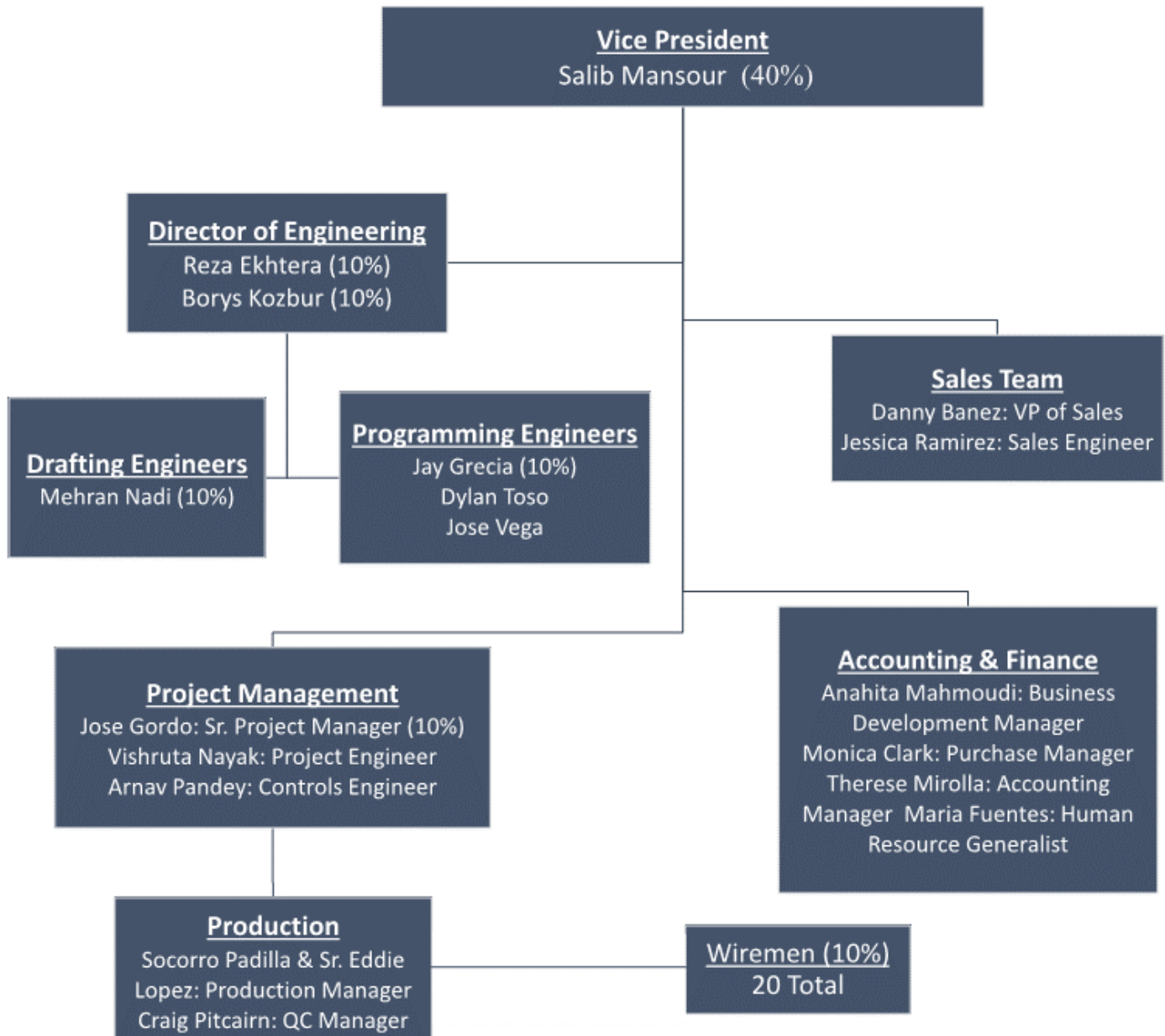
- 10Bse2 (ThinNet)
- 10Base-T (Twisted Pair)
- 100Base-T (Fast Ethernet)
- 10Base-FL (Fiber Optics)

We specialize in three key panel networking methods (PROFIBUS, Ethernet, & MODBUS/TCP), and we'll help determine which control networking solution is best for your current situation, configure your system, and train your team to get the most out of your network.

PROFIBUS Method: The PROFIBUS networking method is an open field bus solution designed for factory and process automation based on IEC 61158 protocols; it is developed and supported by PROFIBUS International.

Ethernet Method: Ethernet networks have recently moved from the office environment to the production floor. From process automation to discrete applications, to front office reporting, Industrial Ethernet is the one networking line that can connect the entire company.

MODBUS/TCP Method: The MODBUS/TCP protocol is a variant of the MODBUS family of simple, vendor-neutral communication protocols intended for supervision and control of automation equipment.



Quality Control Plan

Project Scope:

Describe the project, wither by inserting the Project scope Statement or by providing a summary description of the overall project, its objectives, its customer, and its customer's business needs.

Deliverable Description:

Describe project deliverables, including contract achievements and milestone checklists.

Acceptance Criteria:

Describe acceptance criteria for deliverables as they will be used in product acceptance testing. Accompanied by a list of relevant quality standards.

Quality Assurance Activities:

Define Quality Assurance activities for the project including test and acceptance process, documentation and operational support transition, milestone checklist, requirement verification process, schedule and communication activities, and continuous improvement process.

Project Monitoring and Control:

Define in-process control plans which address quality assurance activity areas, how control information will be collected, how information will be used to control process and deliverables, what and when audits and reviews are required, and how variance to acceptable criteria will be reported and resolved.

Understanding Scope of Services

SOFFA ELECTRIC, INC. (SOFFA), MBE/WBE, UL508A/UL698A Certified System Integrator is pleased to accept the following scope of work for the project referenced above. The scope of work provided below is based on the following specifications:

1. Control panel drawing containing Modicon Momentum Programmable Logic Computers (PLC) (Modicon M340 and M580 and other models), Variable Frequency Drives (VFD) (ABB and Danfoss), Limitorque and AUMA motor operated valves (MOV), Instruments such as Magnetic Flowmeters and other related accessories, and Magelis human machine interfaces (HMI) display for a complete system:
 - a. Each requested site will consist of:
 - i. I/O List
 - ii. Complete set of Drawing
 - iii. Complete set of associate specification
2. Functional specifications will consist of a recommended catalogue of all existing controls and equipment and provide recommendations for enhancement and conformance to City's standards. An I/O database shall be created to catalogue all system I/O and communications which will summarize the functions of each job site related to PLCs, Local and Remote HMIs, Remote I/O Modules, Radio Transmitter Modems, Backup Power, wiring and termination blocks. Our team shall conduct existing condition work sessions and operations workshops with the City Water Production Team to identify all existing equipment, controls, instrumentation, communication systems and operational settings for the Sites referenced in appendix A and B.
3. Developing exhaustive Factory Acceptance Test (FAT) and Site Acceptance Test (SAT) methods for the new control panels and related components will constitute programming and testing specifications. All of this will be accomplished by enhancing and providing approval recommendations for test protocols and other control system submittals associated with the planned Site improvements to ensure that the panel manufacturer and our deliverables and tasks are executed in accordance with the accepted specifications for Control Panel FAT/SAT Protocols, Control Panel FAT/SAT Results Report, and commissioning/Start-up Report, as well as on-site support for commissioning.
4. SCADA Source control functions will implement, manage and maintain a master source control system and establish procedures to track all changes to the SCADA configurations, PLC programs, firewall configurations, smart field device configurations and related devices. This will track and store SCADA system configurations and history after collecting existing programs from field PLC devices to populate

the existing source control database from the approximate 45 PLC devices located throughout the City. Our goal is to develop and document rules, standards and procedures for database structure and program check-in and check-out processes.

5. SCADA Change control consists of the proposed installation, management and maintenance of a robust change control system, and establishment of processes to regulate and organize proposed SCADA system and site local control programming updates and related integrator operations. The objective of the SCADA Change Control services is to prevent ad-hoc SCADA configuration changes and ad-hoc PLC programming changes, to properly document new instrumentation additions, and to ensure that proper documentation is maintained regarding the nature and reason for the desired system changes, as approved by the city.
6. Project Management will Organize and direct a kickoff meeting (Project Execution Plan) to examine the project's scope, methodology, and current system. The Consultant should present a first timetable with key milestones during the meeting (Schedule). Compile and submit meeting minutes to the City within five business days of the meeting (Communication Procedures). Send monthly schedule of values reports (Budget & Work Breakdown Structure) and complement with frequent telephone conversations (Staffing Plan) to review the status of ongoing work initiatives and lingering concerns, as necessary (Quality Management Plan).

SAMPLE OF RELEVANT EXPERIENCES

1st Project Reference:

Project Owner	City of Upland, Department of Public Works California	
Project Name	PLC/SCADA City of Upland Water System (Entire City)	
Address	1379 N Bensen Ave. Upland, CA 91786	
Contact	John Robles (909) 931-4100 jrobles@ci.upland.ca.us	
Field Instrumentation Provided/Completed	(35) Sites: Magnetic Flowmeters Submersible Level Sensors	Analytical Instruments Miscellaneous Equipment
Type of Equipment Furnished	PLC Control Panels: (1) Main Master PLC (Redundant System) (35) Sites: Well PLC, Reservoir PLC, Treatment Plant PLC Panels & PRV's PLC Components: NEMA 4 Enclosures Allen Bradley ControlLogix-1756-LX Processor Redundancy Module I/O Modules, Power Supply Ethernet Switch	SCADA System: (4) Workstation Computer Systems with Wonderware SCADA Server. - Tag logging database - Printers & Alarm Printers - Radio System with Redundant units. - Modem with leased phone line -Winn911 Alarm System with configurable schedule - Report System with Excel output format
Project Budget	\$1,300,000.00	
Project Initiation/Complete	Year 2007 / Yearly Sole Source Maintenance Supplier	

2nd Project Reference:

Project Owner	City of Oceanside Development Services Department	
Project Name	Advanced Water Purification Facility Project	
Address	3950 N River Rd San Luis Ray Water Reclamation Facility Oceanside, CA 92058	
Contact	Rob Williams (949) 398-6070 rwilliams@shimmick.com	
Field Instrumentation provided:	(35) Magnetic Flowmeters (17) Level Transmitters (5) Pressure Transmitters	(1) Conductivity Analyzer (3) Turbidity Analyzers (5) Total Chlorine Analyzers

	(2) Differential Pressure Transmitters (13) Rotameters (47) Pressure Gauges (22) Pressure Switches (15) Float Switches (2) Temperature Transmitter	(5) Liquid Flow Switches (19) Paddlewheel Flowmeters (6) pH Analyzers (2) ORP Analyzers (52) Leak Detection Sensors
Type of Equipment Furnished	PLC Control Panels: (1) RAS WAS PLC (1) AWPFC PLC Panel (1) NDN PLC Panel PLC Components: NEMA 4X SS Enclosures Schneider Modicon M340 Electric-PLC Processor, I/O Modules, Miscellaneous Hardware	Control Panels Provided: (5) Sodium Hypochlorite Pump CP (2) Sodium Bisulfite CP (2) Sulfuric Acid Pump CP (1) Citric Acid Pump CP (1) Calcium Hydroxide CP (8) Chemical Fill Station Panels (2) Digester Feed Relay Panels (2) Secondary Clarifier CP (2) Product Water RIO Panels (1) RO Skid Power Panel
Project Budget	\$1,398,978.00	
Project Initiation/Complete	January 2020 / December 2021	
3 rd Project Reference:		
Project Owner	The Metropolitan Water District of Southern California	
Project Name	Advanced Water Treatment Demonstration Facility	
Address	700 N Alameda St, Third Floor, Los Angeles, CA 90012	
Contact	Shane Ramcharansingh (213)217-6000 shane.ramcharansingh@stantec.com	
Field Instrumentation Provided:	(4) Magnetic Flowmeters (18) Rotameters (12) Thermal Flow Switches (2) Radar Level Transmitters (4) Ultrasonic Level Trans. (7) Level Switches (3) Pressure Transmitters (2) Differential Pressure (8) Pressure Gauges (3) Pressure Switches (5) pH Analyzers (3) ORP Analyzers (1) Dissolved Oxygen Probe (10) Analyzers	Communication Cabinet: NEMA 12 Rack Enclosure, Rack & Shelves, Primary Domain Server SE Dual Port SCADA Server SE Secondary SCADA Server Viewpoint Web Server Historian Server KVM Switch, Ethernet Master Power Switch , UTP Patch Panel Firewall, Media Converter Fan Package Kit, Lighting Package Workstations: Computer, Tower, Mouse, Laptop, Printer, KVM Switch, Ethernet Switch, 65" Flat Screen
Type of Equipment Furnished	PLC Control Panels: Plant Master PLC: NEMA 4X 304 SS Enclosure Allen Bradley PLC Controller I/O Modules, Ethernet I/P Adapter , ProSoft Modbus Modules, 15" HMI, FOPP Lighting Kit, Window Kit	Control Panels Provided: Chemical Area RIO Cabinet: NEMA 4X 316 SS Enclosure Allen Bradley CPU, I/O Modules, Additional Panels: Local Control Panels (10) Fill Station LCP's (4) E-Stop Control Station Panel (24) Analyzer Wet Panels (1) SS Shower LCP's (11)
Project Budget	\$1,447,987.00	
Project Initiation/Complete	September 2018 / June 2020	

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APPENDIX

ATTACHMENT 3: PROPOSER'S REFERENCES

List and describe fully the contracts performed by your firm which demonstrate your ability to provide the supplies, equipment or services included in the scope of the proposal specifications. Attach additional pages if required. The City reserves the right to contact each of the references listed for additional information regarding your firm's qualifications.

Reference

Customer Name: Kiewit Construction Contact Individual: Matthew Vessell
Address: 12892 Sheldon St Phone Number: (310)869-6288
Sun Valley, CA 91352 Email: Matthew.Vessell@kiewit.com
Contract Amount: \$5 Million Year: 2022

Description of supplies, equipment, or services provided:
System Integrator for Instrumentation and Control complete package for San Fernando Groundwater.

Reference

Customer Name: City of Upland Contact Individual: John Robles
Address: 1391-1399 N. Benson Ave Phone Number: (909)376-1206
Upland, CA 91786 Email: jrobles@ci.upland.ca.us
Contract Amount: \$1.2 Million Year: 2004 - On Going

Description of supplies, equipment, or services provided:
System Integrator for Instrumentation and Control complete package for the Water System of City of Upland.

Reference

Customer Name: LEED Electric, Inc. Contact Individual: Annette Iribarren
Address: 13138 Artic Circle Phone Number: (562)270-9500
Santa Fe Springs, CA 90670 Email: airibarren@leedelectric.com
Contract Amount: \$1,589,000.00 Year: 2022

Description of supplies, equipment, or services provided:
System Integrator for Instrumentation and Control complete package for HWRP Advanced Water Purification Facility D-B.

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Reference

Customer Name: Los Angeles County Public Works Contact Individual: Adam Lee
Address: 900 S. Fremont Phone Number: (310)613-0325
Alhambra, CA Email: awlee@dpw.lacounty.gov
Contract Amount: \$3 Million Year: 2003 - On Going

Description of supplies, equipment, or services provided:

System Integrator for Instrumentation and Control complete package.

**THIS FORM MUST BE COMPLETED AND INCLUDED WITH THE PROPOSAL.
PROPOSALS THAT DO NOT CONTAIN THIS FORM WILL BE CONSIDERED NONRESPONSIVE.**

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RFP NO.: 23-026
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SCADA PROGRAMMING SERVICES

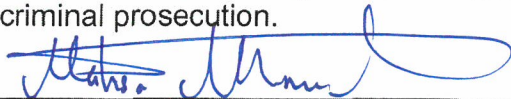
NON-COLLUSION AFFIDAVIT

(Title 23 United States Code Section 112 and Public Contract Code Section 7106)

In conformance with Title 23 United States Code Section 112 and Public Contract Code 7106 the BIDDER declares that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the BIDDER has not directly or indirectly induced or solicited any other BIDDER to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any BIDDER or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the BIDDER has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the BIDDER or any other BIDDER, or to fix any overhead, profit, or cost element of the bid price, or of that of any other BIDDER, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the BIDDER has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Note: The above Non-collusion Affidavit is part of the Proposal. BIDDERS are cautioned that making a false certification may subject the certifier to criminal prosecution.

Signed _____



State of California

County of _____

Subscribed and sworn to (or affirmed) before me on this _____ day of _____, 20____, by _____, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me

Notary Public Signature

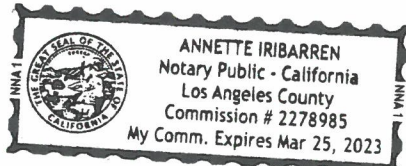
Notary Public Seal

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Los Angeles

Subscribed and sworn to (or affirmed) before me on this 7th
day of March, 2023, by Mahsa Mahmoudi

_____,
proved to me on the basis of satisfactory evidence to be the
person(s) who appeared before me.



(Seal)

Signature

Annette Iribarren

CITY OF SANTA ANA
RFP NO.: 23-026
**WATER RESOURCES FUNCTIONAL SPECIFICATIONS DEVELOPMENT AND
SCADA PROGRAMMING SERVICES**

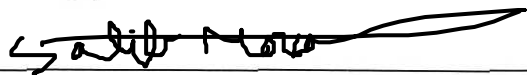
NON-LOBBYING CERTIFICATION

The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in conformance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

Signed: 

Title: Vice President

Firm: SOFFA Electric, Inc.

Date: 3/9/2023

CITY OF SANTA ANA
RFP NO.: 23-026
WATER RESOURCES FUNCTIONAL SPECIFICATIONS DEVELOPMENT AND
SCADA PROGRAMMING SERVICES

NON-DISCRIMINATION CERTIFICATION

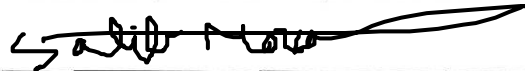
The undersigned consultant or corporate officer, during the performance of this contract, certifies as follows:

1. The Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Consultant shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
2. The Consultant shall, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
3. The Consultant shall send to each labor union or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Consultant's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The Consultant shall comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
5. The Consultant shall furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his/her books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation, to ascertain compliance with such rules, regulations, and orders.
6. In the event of the Consultant's non-compliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, the contract may be canceled, terminated, or suspended in whole or in part and the Consultant may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulations, or order of the Secretary of Labor, or as otherwise provided by law.

CITY OF SANTA ANA
RFP NO.: 23-026
**WATER RESOURCES FUNCTIONAL SPECIFICATIONS DEVELOPMENT AND
SCADA PROGRAMMING SERVICES**

7. The Consultant shall include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontract or purchase order as the administering agency may direct as means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event the Consultant becomes involved in, or is threatened with, litigation with a subconsultant or vendor as a result of such direction by the administering agency, the Consultant may request that the United States enter into such litigation to protect the interests of the United States.
8. Pursuant to California Labor Code Section 1735, as added by Chapter 643 Stats. 1939, and as amended, no discrimination shall be made in the employment of persons upon public works because of race, religious creed, color, national origin, ancestry, physical handicaps, mental condition, marital status, or sex of such persons, except as provided in Section 1420, and any consultant of public works violating this Section is subject to all the penalties imposed for a violation of the Chapter.

Signed: _____



Title: _____

Salib Mansour

Firm: _____

Soffa Electric, Inc.

Date: _____

3/9/2023

Certificate of Partnership

AVEVA

REGISTERED
System
Integrator

This acknowledges

Soffa Electric Inc

is an authorised AVEVA Registered System Integrator

SI Number : SI313694

Enrolled : 06/25/2020

Issued : 10/06/2022



Kerry Grimes
Head of Global Partners,
AVEVA



Tim Black
System Integrator Program Director,
AVEVA



Quality Management System Certificate

This certifies that the quality system of

Soffa Electric, Inc.

5901 Corvette St.,
Commerce, CA 90040, USA

is registered by IAPMO R&T in recognition of a
Quality Management System which fulfills the requirement of

ISO 9001:2015

Scope of Registration

Advanced control systems integration and instrumentation for industrial and
municipal applications

Certificate No: 1104901

Original Approval:	12/17/2020
Certificate Decision/Re-Issue Date:	12/17/2020
Certificate Issue Date:	12/17/2020
Certificate Expiry:	12/16/2023
Site Structure:	Single Site


Shirley Dewi, Sr. Vice President of
Management System Registration Services


Russ Chaney, Chief Executive Officer





Soffa Electric, Inc.

has been recognized as a System Integrator

Alliance Registered Partner

by Schneider Electric

Partnership number
SEAP4087US

Valid through
03/31/2023

Authorized by

A handwritten signature in black ink, consisting of a stylized, cursive script.

Cristiano dos Anjos
Industry VP Global

A handwritten signature in black ink, consisting of a stylized, cursive script.

Shaun Loesch
Alliance Director

CERTIFICATE OF COMPLIANCE

Certificate Number 20180111 – E64192
Report Reference E64192 – 19770324
Issue Date 2018-JANUARY-11

Issued to: SOFFA ELECTRIC INC
5901 CORVETTE ST
CITY OF COMMERCE, CA 90040 USA

This is to certify that
representative samples of Industrial Control Panels
USL, CNL - Industrial control panels – General Coverage.

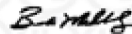
Have been investigated by UL in accordance with the
Standard(s) indicated on this Certificate.

Standard(s) for Safety: UL 508A, "Industrial Control Panels."
CSA-C22.2 No. 14, "Industrial Control Equipment."

Additional Information: See the UL Online Certifications Directory at
www.ul.com/database for additional information

Only those products bearing the UL Certification Mark should be considered as being covered by UL's
Certification and Follow-Up Service.

Look for the UL Certification Mark on the product.



Bruce Mahoney, Director North American Certification Program

UL LLC

Any information and documentation involving UL Mark services are provided on behalf of UL LLC (UL) or any authorized licensee of UL. For questions, please
contact a local UL Customer Service Representative at www.ul.com/customer-service



EXHIBIT C

COMPENSATION

Consultant's Fee Proposal including hourly rates, if applicable

Professional Services	Standard Rate	Overtime Rate	Premium Services Rate	Travel Time Rate
Shop Wiring Technician	\$75.00	\$112.50	\$150.00	N/A
Field Technician	\$135.00	\$ 202.50	\$270.00	\$55.00
Project Manager	\$185.00	\$277.50	\$350.00	\$95.00
Instrumentation Specialist	\$185.00	\$277.50	\$350.00	\$95.00
Control System Engineer	\$205.00	\$307.50	\$390.00	\$95.00
PLC/SCADA Programmer	\$205.00	\$307.50	\$390.00	\$105.00
Service Rate Definitions	M-F 7AM -5PM	M-F After 5 PM Sat 7AM-5PM After 8 HRs/Day	Sat After 5 PM Sun & Holidays	Any Day of the Week

OTHER CHARGES:

1. Mileage when using personal or company vehicle will be charged IRS rate plus 15%.
2. Materials / Expenses will be billed at costs plus 15% handling charge.
3. Per Diem \$75.00. (Per Diem & expenses charged when employee is staying overnight)
4. Rates valid through December 31, 2023.
5. Minimum 10-hour charge for all service out of the area. (Non-driving distances)
6. Minimum 4-hour charge for all local service in the area. (Includes driving time)

OTHER TERMS:

SOFFA's time will be invoiced to Client on a regular basis. Client shall have 5 business days to object to any specific entry contained on SOFFA's invoice. If no specific objection to SOFFA's invoice is given in writing to SOFFA before the end of 5 calendar days following Client's receipt of same, Client will be deemed to have waived any claim to irregularities in the invoice. If any objection to SOFFA's weekly invoice is timely made by Client, the parties agree to meet within three (3) days to discuss the objection and attempt to come to an informal resolution of the dispute. If no resolution is reached within three (3) days of the making of the objection, the dispute resolution procedure set forth herein below shall be used. If a timely written objection is made to any entry on any SOFFA invoice which is not resolved by informal negotiations between the parties, the parties agree to the following dispute resolution procedure.

If the sum of money that is the subject of the objection remains cumulatively less than 10% of the total invoiced amount to date under this Agreement, the parties agree to continue to cumulate the amount in dispute until either the work to be performed by SOFFA for Client has concluded or the amount in controversy exceeds 10% of the total invoiced amount to date.

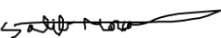
If (1) there remains a dispute about any invoice upon the conclusion of work by SOFFA, or (2) if the amount in dispute exceeds ten percent (10%) of the total amount invoiced to date under this Agreement, or (3) any dispute arises between the parties related to the meaning or enforcement of this Agreement, the parties agree to submit their dispute to binding arbitration. This arbitration shall be handled in accordance with the rules and procedures promulgated by the Judicial Arbitration and Mediation Service (J.A.M.S.) and shall be determined by one arbitrator selected pursuant to those rules. The parties agree that they will mutually bear the expense of the arbitrator and their own attorney fees in this arbitration unless the arbitrator makes a special finding that one or the other party has refused to participate in the arbitration in good faith, in whole or in part, and the arbitrator further assigns one party or the other "damages" in the form of attorney fees and arbitrator fees reasonably caused by the failure to participate in good faith. This arbitration shall be binding on the parties, with no right to trial by jury or judge, or

~~right to appeal. The parties agree they will resolve the dispute within 90 days of notice by the demanding party that an arbitration has been commenced.~~

~~SOFFA reserves the right to cease work under this agreement at any time after it determines that informal negotiation of a written objection has not resulted in the immediate right to payment of the disputed funds.~~

SOFFA Electric, Inc.

Name: Salib Mansour

Signature: 

Date: March 9, 2023
