

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made and entered into on this 21st day of August, 2013, by and between the City of Manhattan Beach, a municipal corporation ("City") and Control Automation Design, Inc., a California corporation ("Contractor") (collectively, the "Parties").

RECITALS

A. City desires to obtain computer programming services of Contractor necessary to upgrade the City's water and wastewater Supervisory Control and Data Acquisition (SCADA) system to improve system function and reliability.

B. Contractor represents that it is qualified and able to perform the services ("Services") required by this Agreement.

NOW, THEREFORE, in consideration of the Parties' performance of the promises, covenants, and conditions stated herein, the Parties hereto agree as follows:

Section 1. Contractor's Services. Contractor shall perform the Services described in Exhibit A in a manner satisfactory to City and consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions.

Section 2. Term of Agreement. This Agreement shall apply to services rendered on or after August 21, 2013 and shall terminate on August 20, 2014, unless sooner terminated by the City. This Agreement may be extended beyond the Term of Agreement for one year, from August 21, 2014 through August 20, 2015.

Section 3. Time of Performance. Contractor shall commence its services under this Agreement upon receipt of a written notice to proceed from City in the manner described in Exhibit A. Contractor shall complete the services as described in Exhibit A, or as otherwise directed by the City's representative.

Section 4. Compensation.

(a) City agrees to pay Contractor in accordance with the fee schedule attached hereto in Exhibit B. In no event shall Contractor be paid more than \$79,750 per year of this Agreement nor shall Contractor be required to perform any services or work that would cause it to exceed such amount. Any terms in Exhibit B, other than the payment rates and schedule of payment, are null and void.

(b) Unless expressly provided for in Exhibit B, Contractor shall not be entitled to reimbursement for any expenses. Any expenses incurred by Contractor that are not expressly authorized by this Agreement will not be reimbursed by City.

(c) The City Manager may authorize cumulative increases for additional work up to the lesser of \$20,000 or 10% of the amount of the Agreement. Any additional work in excess of this amount shall be approved by the City Council.

Section 5. Method of Payment. City shall pay Contractor said consideration in accordance with the method and schedule of payment set forth in Exhibit B, attached hereto and incorporated herein. Unless otherwise specified in Exhibit B, Contractor shall submit to City a detailed invoice on a monthly basis for the services performed pursuant to this Agreement. Each invoice shall describe in detail the services rendered during the period, the days worked, number of hours worked, the hourly rates charged, and the services performed for each day in the period, as applicable. Within 45 days of receipt of each invoice, City shall pay all undisputed amounts included on the invoice.

Section 6. Independent Contractor. The Parties agree, understand, and acknowledge that Contractor is not an employee of the City, but is solely an independent contractor. Contractor expressly acknowledges and agrees that City has no obligation to pay or withhold state or federal taxes or to provide workers' compensation or unemployment insurance or other employee benefits and that any person employed by Contractor shall not be in any way an employee of the City. As such, Contractor shall have the sole legal responsibility to remit all federal and state income and social security taxes and to provide for his/her own workers' compensation and unemployment insurance and that of his/her employees or subcontractors. Neither City nor any of its agents shall have control over the conduct of Contractor or any of Contractor's employees. Contractor shall not, at any time, or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of City. Contractor shall indemnify and hold harmless City and its elected officials, officers and employees, servants, designated volunteers, and agents serving as independent contractors in the role of City officials, from any and all liability, damages, claims, costs and expenses of any nature to the extent arising from Contractor's personnel practices. City shall have the right to offset against the amount of any fees due to Contractor under this Agreement any amount due to City from Contractor as a result of Contractor's failure to promptly pay to City any reimbursement or indemnification arising under this Section 6.

Section 7. Assignment. This Agreement shall not be assigned, in whole or in part, by Contractor without the prior written approval of City. Any attempt by Contractor to so assign this Agreement or any rights, duties, or obligations arising hereunder shall be void and of no effect.

Section 8. Responsible Principals.

(a) Contractor's responsible principal, Alice Choi, shall be principally responsible for Contractor's obligations under this Agreement and shall serve as principal liaison between City and Contractor. Designation of another Responsible Principal by Contractor shall not be made without prior written consent of City.

(b) City's Responsible Principal shall be the City Manager, who shall administer the terms of the Agreement on behalf of City.

Section 9. Personnel. Contractor represents that it has, or shall secure at its own expense, all personnel required to perform the Services under this Agreement. All personnel engaged in the work shall be qualified to perform such Services.

Section 10. Permits and Licenses. Contractor shall obtain and maintain during the term of this Agreement all necessary licenses, permits, and certificates required by law for the provision of the Services, including a business license.

Section 11. Interests of Contractor.

(a) Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which may be affected by the Services, or which would conflict in any manner with the performance of the Services. Contractor further covenants that, in performance of this Agreement, no person having any such interest shall be employed by it. Furthermore, Contractor shall avoid the appearance of having any interest, which would conflict in any manner with the performance of the Services. Contractor shall not accept any employment or representation during the term of this Agreement which is or may likely make Contractor "financially interested" (as provided in California Government Code §§ 1090 and 87100) in any decision made by City on any matter in connection with which Contractor has been retained.

(b) Contractor further warrants and maintains that it has not employed or retained any person or entity, other than a bona fide employee working exclusively for Contractor, to solicit or obtain this Agreement. Nor has Contractor paid or agreed to pay any person or entity, other than a bona fide employee working exclusively for Contractor, any fee, commission, gift, percentage, or any other consideration contingent upon the execution of this Agreement. Upon any breach or violation of this warranty, City shall have the right, at its sole and absolute discretion, to terminate this Agreement without further liability, or to deduct from any sums payable to Contractor hereunder the full amount or value of any such fee, commission, percentage or gift.

(c) Contractor warrants and maintains that it has no knowledge that any officer or employee of City has any interest, whether contractual, non-contractual, financial, proprietary, or otherwise, in this transaction or in the business of Contractor, and that if any such interest comes to the knowledge of Contractor at any time during the term of this Agreement, Contractor shall immediately make a complete, written disclosure of such interest to City, even if such interest would not be deemed a prohibited "conflict of interest" under applicable laws as described in this subsection.

Section 12. Insurance.

(a) Contractor shall at all times during the term of this Agreement carry, maintain, and keep in full force and effect, insurance as follows:

1. A policy or policies of Comprehensive General Liability Insurance, with minimum limits of \$2,000,000 for each occurrence, combined single limit, against any personal injury, death, loss, or damage resulting from the wrongful or negligent acts by Contractor.

2. A policy or policies of Comprehensive Vehicle Liability Insurance covering personal injury and property damage, with minimum limits of \$1,000,000 per occurrence combined single limit, covering any vehicle utilized by Contractor in performing the Services required by this Agreement.

3. Workers' compensation insurance as required by the State of California.

4. A policy or policies of Professional Liability Insurance (errors and omissions) with minimum limits of \$2,000,000 per claim and in the aggregate. Any deductibles or self-insured retentions attached to such policy or policies must be declared to and be approved by City. Further, Contractor agrees to maintain in full force and effect such insurance for one year after performance of work under this Agreement is completed.

(b) Other Insurance Provisions. The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. City, its officers, officials, employees, designated volunteers and agents serving as independent contractors in the role of City officials, are to be covered as additional insureds as respects: liability arising out of activities performed by or on behalf of Contractor; products and completed operations of Contractor; premises owned, occupied or used by Contractor; or automobiles owned, leased, hired or borrowed by Contractor. The coverage shall contain no limitations on the scope of protection afforded to City, its officers, officials, employees, designated volunteers or agents serving as independent contractors in the role of City officials which are not also limitations applicable to the named insured.

2. For any claims related to this Agreement, Contractor's insurance coverage shall be primary insurance as respects City, its officers, officials, employees, designated volunteers and agents serving as independent contractors in the role of City officials. Any insurance or self-insurance maintained by City, its officers, officials, employees, designated volunteers or agents serving as independent contractors in the role of City officials shall be excess of Contractor's insurance and shall not contribute with it.

3. Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

4. Each insurance policy, except for the professional liability policy, required by this clause shall expressly waive the insurer's right of subrogation against

City and its elected officials, officers, employees, servants, attorneys, designated volunteers, and agents serving as independent contractors in the role of City officials.

5. Each insurance policy required by this Agreement shall be endorsed to state: should the policy be canceled before the expiration date, the issuing insurer shall mail 30 days' prior written notice to the City.

6. If insurance coverage is canceled or reduced in coverage or in limits, Contractor shall within two business days of notice from insurer, phone, fax and/or notify the City via certified mail, return receipt requested, of the changes to or cancellation of the policy.

(c) The City's Risk Manager may, in writing, amend and/or waive any or all of the insurance provisions set forth herein. In such case, the Contractor shall comply with the insurance provisions required by the City's Risk Manager.

(d) The policy or policies required by this Agreement shall be issued by an insurer admitted in the State of California and with a rating of at least A-;VII in the latest edition of Best's Insurance Guide, unless waived in writing by City's Risk Manager.

(e) Contractor agrees that if it does not keep the aforesaid insurance in full force and effect, City may either immediately terminate this Agreement or, if insurance is available at a reasonable cost, City may take out the necessary insurance and pay, at Contractor's expense, the premium thereon.

(f) All insurance coverages shall be confirmed by execution of endorsements on forms approved by City. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements are to be received and approved by City before services commence. As an alternative to City forms, Contractor's insurer may provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications.

(g) Any deductibles or self-insured retentions must be declared to and approved by City.

(h) Contractor shall require each of its sub-contractors (if any) to maintain insurance coverage that meets all of the requirements of this Agreement.

Section 13. Indemnification. Contractor shall defend, indemnify, and hold harmless the City, its officials, and every officer, employee and agent of City (collectively "City") from any claim, liability or financial loss (including, without limitation, attorneys fees and costs), injuries to property or persons (including without limitation, attorneys fees and costs) arising out of any acts or omissions of Contractor, its officials, officers, employees or agents in connection with the performance of this Agreement, except for such claim, liability or financial loss or damage arising from the sole negligence or willful misconduct of the City, as determined by final arbitration or court decision or by the agreement of the Parties. Contractor shall defend City, with counsel

of City's choice, at Contractor's own cost, expense, and risk, and shall pay and satisfy any judgment, award, or decree that may be rendered against City. Contractor shall reimburse City for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Contractor or City. All duties of Contractor under this Section shall survive termination of this Agreement.

Section 14. Termination.

(a) City shall have the right to terminate this Agreement for any reason or for no reason upon five calendar days' written notice to Contractor. Contractor agrees to cease all work under this Agreement on or before the effective date of such notice.

(b) City may at any time, for any reason, with or without cause, suspend this Agreement, or any portion hereof, by serving upon the Contractor written notice. Upon receipt of said notice, the Contractor shall immediately cease all work under this Agreement, unless the notice provides otherwise. If the City suspends only a portion of this Agreement, such suspension shall not make void or invalidate the remainder of this Agreement.

(c) In the event of termination or cancellation of this Agreement by City, due to no fault or failure of performance by Contractor, Contractor shall be paid based on the percentage of work satisfactorily performed at the time of termination. In no event shall Contractor be entitled to receive more than the amount that would be paid to Contractor for the full performance of the Services required by this Agreement. Contractor shall have no other claim against City by reason of such termination, including any claim for compensation.

Section 15. City's Responsibility. City shall provide Contractor with all pertinent data, documents, and other requested information as is available for the proper performance of Contractor's Services.

Section 16. Information and Documents.

(a) Contractor covenants that all data, documents, discussion, or other information (collectively "Data") developed or received by Contractor or provided for performance of this Agreement are deemed confidential and shall not be disclosed or released by Contractor without prior written authorization by City. City shall grant such authorization if applicable law requires disclosure. Contractor, its officers, employees, agents, or subcontractors, shall not without written authorization from the City Manager or unless requested in writing by the City Attorney, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement or relating to any project or property located within the City. Response to a subpoena or court order shall not be considered "voluntary," provided Contractor gives City notice of such court order or subpoena.

(b) Contractor shall promptly notify City should Contractor, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed thereunder or with respect to any project or property located within the City. City retains the right, but has no obligation, to represent Contractor and/or be present at any deposition, hearing or similar proceeding. Contractor agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Contractor. However, the City's right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

(c) All Data required to be furnished to City in connection with this Agreement shall become the property of City, and City may use all or any portion of the Data submitted by Contractor as City deems appropriate. Upon completion of, or in the event of termination or suspension of this Agreement, all original documents, designs, drawings, maps, models, computer files containing data generated for the work, surveys, notes, and other documents prepared in the course of providing the Services shall become the sole property of the City and may be used, reused or otherwise disposed of by City without Contractor's permission.

(d) Contractor shall maintain complete and accurate records with respect to sales, costs, expenses, receipts and other such information required by City that relate to the performance of the Services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Contractor shall provide free access to City, its designees and representatives at reasonable times, and shall allow City to examine and audit said books and records, to make transcripts therefrom as necessary, and to inspect all work, data, documents, proceedings and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a period of 3 years after receipt of final payment.

(e) Contractor's covenants under this Section shall survive the termination of this Agreement.

Section 17. Default

(a) Contractor's failure to comply with the provisions of this Agreement shall constitute a default. In the event that Contractor is in default for cause under the terms of this Agreement, City shall have no obligation or duty to continue compensating Contractor for any work performed after the date of default and can terminate this Agreement immediately by written notice to Contractor. If such failure by Contractor to make progress in the performance of work hereunder arises out of causes beyond Contractor's control, and without fault or negligence of Contractor, it shall not be considered a default.

(b) If the City Manager or his delegate determines that the Contractor is in default in the performance of any of the terms or conditions of this Agreement, City shall serve the Contractor with written notice of the default. The Contractor shall have ten (10) days after service upon it of said notice in which to cure the default by rendering a satisfactory performance. In the event that the Contractor fails to cure its default within such period of time, the City shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

Section 18. Changes in the Services. City shall have the right to order, in writing, changes in the Services or the services to be performed. Any changes in the Services requested by Contractor must be made in writing and approved by both Parties.

Section 19. Notice. Any notices, bills, invoices, etc. required by this Agreement shall be deemed received on (a) the day of delivery if delivered by hand during the receiving party's regular business hours or by facsimile before or during the receiving party's regular business hours; or (b) on the second business day following deposit in the United States mail, postage prepaid, to the addresses set forth below, or to such other addresses as the Parties may, from time to time, designate in writing pursuant to this section.

If to City: City of Manhattan Beach
 1400 Highland Avenue
 Manhattan Beach, California 90266
 Attn: Raul Saenz

If to Contractor: Control Automation Design, Inc
 1107 Fair Oaks Avenue, Suite 526
 South Pasadena, California 91030
 Attn: Alice Choi

Section 20. Attorneys' Fees. If a party commences any legal, administrative, or other action against the other party arising out of or in connection with this Agreement, the prevailing party in such action shall be entitled to have and recover from the losing party all of its attorneys' fees and other costs incurred in connection therewith, in addition to such other relief as may be sought and awarded.

Section 21. Entire Agreement. This Agreement represents the entire integrated agreement between City and Contractor, and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by a written instrument signed by both City and Contractor.

Section 22. Governing Law. The interpretation and implementation of this Agreement shall be governed by the domestic law of the State of California.

Section 23. Venue. Any litigation concerning this Agreement shall take place in the municipal, superior, or federal district court with geographic jurisdiction over the City of Manhattan Beach.

Section 24. City Not Obligated to Third Parties. City shall not be obligated or liable under this Agreement to any party other than Contractor.

Section 25. Exhibits; Precedence. All documents referenced as exhibits in this Agreement are hereby incorporated in this Agreement. In the event of any discrepancy between the express provisions of this Agreement and the provisions of any document incorporated herein by reference, the provisions of this Agreement shall prevail.

Section 26. Corporate Authority. The persons executing this Agreement on behalf of the Parties warrant that they are duly authorized to execute this Agreement on behalf of said Parties and that by their execution, the Parties are formally bound to the provision of this Agreement.

Section 27. Severability. Invalidation of any provision contained herein or the application thereof to any person or entity by judgment or court order shall in no way affect any of the other covenants, conditions, restrictions, or provisions hereof, or the application thereof to any other person or entity, and the same shall remain in full force and effect.

[Signatures begin next page]

EXECUTED on the date first written above at Manhattan Beach, California.

CITY OF MANHATTAN BEACH

CONTROL AUTOMATION DESIGN, INC.

DAVID N. CARMANY
City Manager



ALICE CHOI
President

ATTEST:

LIZA TAMURA
City Clerk

APPROVED AS TO CONTENT:



VINCE MASTROSIMONE
Interim Director of Public Works

APPROVED AS TO FORM:



QUINN M. BARROW
City Attorney

EXHIBIT A
SCOPE OF SERVICES

EXHIBIT A - SCOPE OF SERVICES CONTROL AUTOMATION DESIGN, INC.

SUPERVISORY CONTROL AND DATA ACQUISITION (SCADA) UPGRADE PROPOSAL

PROJECT UNDERSTANDING

1.1 INTRODUCTION

The existing SCADA System currently consists of central computers, located at City Yard and Block 35; and programmable logic controllers (PLC), located at the remote water/wastewater sites. Each remote site has a PLC that controls the equipment at the site. There are currently (9) water sites and (9) wastewater sites.

The central computers are currently running Windows XP Professional operating system. They are installed with a human-machine interface (HMI) software. The software is the graphical interface that City personnel utilize to remotely monitor and control the water/wastewater sites. The HMI software is currently the RSVIEW (version 4) made by Rockwell Software.

The PLC located at each remote site; such as pump stations and lift stations, controls all the equipment at the site. The PLC starts/stops the pumps, opens/closes the valves, and monitors all the pertinent data; such as flows, levels, and pressures. In addition, the PLC generates the alarms at the site and sends it back to the central computers for notification of City personnel.

1.2 OBJECTIVE

The objective of this project is to upgrade the existing SCADA System. The computers' hardware and operating system shall be upgraded to stay current with the new technology. The new operating system shall be Windows 7 Professional.

The HMI software shall be upgraded to the latest version (6.1) to take advantage of new programming improvements to the product; as well as new communication enhancements. New graphics, alarms, and controls will be added to each site to improve the City personnel's ability to gauge and assess the situation at the remote sites.

At the remote sites, new programming will be added to the PLCs to enable better monitoring and control of the equipment out in the field.

Remote access to the computers at City Yard and Block 35 shall be configured such that City Personnel can log in to monitor and control the water/wastewater system from anywhere. The remote access will be protected by encryption and all users will be authenticated before the access is allowed. The remote access will give City Personnel more flexibility to perform other tasks around the City while still being able to oversee the water/wastewater system.

Reports will be programmed into the computer at City Yard. These reports will give an overview as to how the system performed for that day, month, and year. Pertinent data, like flow and pressure, will be tabulated into a report such that the maximum, minimum, and average of the data will be calculated. The reports shall be automatically saved and generated.

EXHIBIT A - SCOPE OF SERVICES CONTROL AUTOMATION DESIGN, INC.

The City's existing water/wastewater sites are as follows:

Site Name	Type
2nd St. Booster Pump Station	Water
23rd & Peck Pump Station	Water
Block 35 Res. And Pump Station	Water
Grandview Pressure Station	Water
Larsson Street Booster Station	Water
MWD	Water
Peck Res. And Pump Station	Water
Well 11A	Water
Well 15	Water

Site Name	Type
Bell Lift Station	Wastewater
City Hall Lift Station	Wastewater
Marriot Sump Pump Lift Station	Wastewater
Meadows Lift Station	Wastewater
Pacific Lift Station	Wastewater
Palm Lift Station	Wastewater
Pier Lift Station	Wastewater
Poinsettia Lift Station	Wastewater
Voorhees Lift Station	Wastewater

1.3 MATERIALS

The hardware and software shall be procured by the City. Specifications for the hardware and software will be furnished to the City for procurement.

1.4 SCOPE OF WORK

A. Define and Create Database

1. All new and current inputs and outputs used for the controls and monitoring of equipment in the field will be identified and programmed into the database.
2. All new and current alarms, setpoints, and alarm enable/disable features will be identified and programmed into the database.

B. Create Graphic Screens and Logic For (18) Sites

1. For each site, a main screen will be created with one or more sub-screens to allow City Personnel to view alarms, change setpoints and select the alarm enable/disable function.
2. The screens will be animated to show the status of equipment, whether running/stop or open/close. It will also allow the equipment to be remotely turned on/off or open/close.

EXHIBIT A - SCOPE OF SERVICES CONTROL AUTOMATION DESIGN, INC.

C. Create Alarm and Trending Screens

1. An Alarm screen will be developed to show the existing alarms. Another Alarm screen will be developed to show the alarm history.
2. Each site shall have one or more Trending screen. The Trending screen will show in graph form the history of a field instrument; such as reservoir level or pressure.

D. Create Historian for Archiving Data

1. All inputs which have values that needs to be kept in a history file will be identified and programmed such that its data will be kept in a continuously running archive.
2. The archive files will be configured such that it is kept on the computer and can be retrieved on demand to populate the Trend screens when required.

E. Define Security

1. Functions that require security, such as changing setpoints and starting/stopping equipment, will be programmed such that it requires security log in from authenticated City personnel before the action is processed.
2. Appropriate City Personnel will be identified who requires such access and their names and passwords will be programmed into the software. The security function will allow the user to log in and log off of the system.

F. Program Client Computer at Block 35 and Redundancy

1. The computer at Block 35 will be programmed such that it will be an exact duplicate to the computer at City Yard. All the graphics and the logic will be the same as City Yard.
2. In addition, the computer at Block 35 will be programmed to be the back-up of the computer at City Yard. Under normal circumstances, the City Yard computer shall run as the primary. The primary computer has the responsibility of maintaining communications to the remote sites, alarm notification, and alarm call-out to City Personnel.

If the primary computer fails for any reason; either hardware or software failure, the Block 35 computer will take over as the primary computer and will assume all its responsibilities. The take over shall be seamless and shall require no action from City Personnel.

G. Remote Access for City Personnel

1. City Personnel will be able to remotely access the computers at City Yard and Block 35 through the use of a laptop. This will enable City Personnel to perform other duties around the City, but still allows them to monitor and control the water/wastewater system. The remote access will also be available from their homes.
2. The connection for the remote access will be security protected with encryption and authentication.

EXHIBIT A - SCOPE OF SERVICES CONTROL AUTOMATION DESIGN, INC.

H. Program PLC at (18) Sites

1. At the remote sites, the PLC will be enhanced with logic to control the equipment at the site.
2. Alarms shall be programmed with the ability for City Personnel to enable or disable the alarm. The enable/disable feature can only be accessed with the proper security authentication.
3. All derived tags shall be removed and replaced with physical input and output.

I. Testing PLC at Sites with Central Computers

1. The graphics in the computers will be tested with the PLC in the field. All the tags will be checked for proper addressing. The graphics will be checked for proper display.
2. The logic in the PLC will be tested and all alarms verified for proper operation.

J. Define and Create Reports at City Yard

1. Reports will be generated from the City Yard computer. The reports shall include maximum, minimum, and average values of field variables; such as level and pressure.
2. A program shall be furnished and installed on the City Yard computer for accessing the historical database. The reports shall be programmed to run on a time scheduled basis. The report shall retrieve the data, perform mathematical calculations, and format the data into a report layout.

K. Testing Reports with Historical Data

1. Reports shall be tested using real data from the field. The data shall be archived and the report shall access the database and retrieve all desired information.
2. It shall be verified that the reports are saved and generated automatically.

**EXHIBIT A - SCOPE OF SERVICES
CONTROL AUTOMATION DESIGN, INC.**

SCHEDULE OF KEY DELIVERABLES

Task	Description	Duration	Week 1	Week 2	Week 3	Week 4	Week 5	Week 6	Week 7	Week 8
A	Define and Create Database	7 days								
B	Create Graphics and Logic	7 days								
C	Create Alarm and Trending	5 days								
D	Create Historian for Archiving	5 days								
E	Define Security	5 days								
F	Program Computer at Block35	4 days								
G	Remote Access	4 days								
H	Program PLC at Sites	18 days								
I	Testing PLC with Computers	9 days								
J	Define and Create Reports	11 days								
K	Test Reports	4 days								

Task	Description	Duration	Week 9	Week 10	Week 11	Week 12	Week 13	Week 14	Week 15	Week 16
A	Define and Create Database	7 days								
B	Create Graphics and Logic	7 days								
C	Create Alarm and Trending	5 days								
D	Create Historian for Archiving	5 days								
E	Define Security	5 days								
F	Program Computer at Block35	4 days								
G	Remote Access	4 days								
H	Program PLC at Sites	18 days								
I	Testing PLC with Computers	9 days								
J	Define and Create Reports	11 days								
K	Test Reports	4 days								

EXHIBIT B
CONSIDERATION AND METHOD OF PAYMENT

**EXHIBIT B - CONSIDERATION AND METHOD OF PAYMENT
CONTROL AUTOMATION DESIGN, INC.**

TASK	DESCRIPTION	SITES	HRS PER SITE	TOTAL HOURS	RATE	SUB-TOTAL
A	Define and Create Database	18	3	54	\$125	\$6,750
B	Create Graphic Screens and Logic	18	3	54	\$125	\$6,750
C	Create Alarm and Trending Screens	18	2	36	\$125	\$4,500
D	Create Historian for Archiving Data	18	2	36	\$125	\$4,500
E	Define Security	18	2	36	\$125	\$4,500
F	Program Client Computer at Block 35 and Redundancy	N/A	30	30	\$125	\$3,750
G	Remote Access for City Personnel	N/A	30	30	\$125	\$3,750
H	Program PLC at Sites	18	8	144	\$125	\$18,000
I	Testing PLC at Sites with Central Computers	18	4	72	\$125	\$9,000
J	Define and Create Reports	18	4	72	\$125	\$9,000
	Setup Software and Connection to Historical Database	N/A	8	8	\$125	\$1,000
	Configure Report Auto Generation and Auto Save	N/A	8	8	\$125	\$1,000
	Reporting Software	N/A	N/A	N/A	N/A	\$3,500
K	Testing Reports with Historical Database	N/A	30	30	\$125	\$3,750
	TOTAL					\$79,750