

ITEM 4.15

CITY MANAGER'S REPORT APRIL 8, 2024, CITY COUNCIL REGULAR MEETING

ITEM: **CREATE CIP GG 24-33 SCADA INTEGRATION AND MAINTENANCE, RATIFY THE PROFESSIONAL SERVICE AGREEMENT WITH MCC CONTROLS LLC, DBA PRIMEX AND APPROVE RELATED BUDGET AMENDMENTS**

RECOMMENDATION: **Adopt a Resolution Creating CIP GG 24-33 SCADA Integration and Maintenance, Ratify the Professional Service Agreement with MCC Controls LLC, dba Primex and, Approve Related Budget Amendments**

SUMMARY:

The City of Lathrop's Supervisory Control and Data Acquisition (SCADA) System monitors and controls the City's common infrastructure in the following utility groups: Water system, Storm Water system, Wastewater system, and Recycled Water system equipment. This plethora of historical and new stations of various types ensure the entire City has access to clean water and wastewater management while preventing the City from flooding. These stations require maintenance, and the equipment requires replacement or upgrading on a routine basis to ensure proper functionality. To ensure the functionality and maintenance required for these stations is met, staff requests that City Council create Capital Improvement Project (CIP) GG 24-33 SCADA Integration and Maintenance.

Primex has been an integral partner in integrating the SCADA systems around the City for over a decade. The collaboration with Primex has evolved into a professional service category, characterized by their skilled knowledge, and certified products that offer exclusive solutions tailored to the City's SCADA systems and security-compliant needs. This collaboration has been instrumental in establishing a consistent approach to technology and software development, ensuring a high level of expertise and reliability in these areas.

In addition to addressing the City's immediate security needs, Primex has played a pivotal role in the development of critical component infrastructure that is now integral to all our water systems. As the City's network expands and the City's infrastructure requirements continue to grow, it becomes increasingly crucial to maintain a unified and secure approach.

It has become imperative to replace the existing equipment at the J Street and Harlan storm station due to its end-of-life status. Bringing this station into the City's network is crucial for operators to effectively monitor its functions, adjust flows, and promptly respond to any alerts regarding issues with flows, pumps, or other equipment. This proactive measure is essential to mitigate the risk of flooding in the area. Additionally, integrating these stations into our network will ensure compliance with the

APRIL 8, 2024, CITY COUNCIL REGULAR MEETING**CREATE CIP GG 24-33 SCADA INTEGRATION AND MAINTENANCE, RATIFY THE PROFESSIONAL SERVICES AGREEMENT WITH MCC CONTROLS LLC, DBA PRIMEX AND APPROVE RELATED BUDGET AMENDMENT**

Department of Homeland Security (DHS) safety and security requirements by allowing implementation of site monitoring surveillance. This comprehensive approach not only enhances operational efficiency, reduces costs, but also ensures the safety and security of the area.

Tonight, staff is requesting City Council approve the creation of CIP GG 24-33 SCADA integration with an initial budget of \$150,000 for the first year and a budget of \$250,000 for fiscal year 24-25, ratify the Professional Services Agreement with Primex in the amount of \$52,262.25 and approve the related budget amendment.

BACKGROUND:

The City has a plethora of historical and new water stations of various types to ensure the entire City has access to clean water and wastewater management while preventing the City from flooding. The City of Lathrop's Water system, Storm Water system, Wastewater system, and Recycled Water system are monitored and controlled by the City's SCADA equipment. These various water stations that utilize this equipment recycle water, manage rainwater flooding and move various types of water throughout the City. SCADA equipment provides real-time data, the ability to control these stations remotely and has played an integral part in the expansion of residential areas in Lathrop and the prevention of flooding throughout the City.

It has become imperative to replace the existing equipment at the J Street and Harlan storm station due to its end-of-life status. Bringing this station into the City's network is crucial for operators to effectively monitor its functions, adjust flows, and promptly respond to any alerts regarding issues with flows, pumps, or other equipment. This proactive measure is essential to mitigate the risk of flooding in the area. Additionally, integrating these stations into our network will enable us to comply with the Department of Homeland Security (DHS) requirements by implementing surveillance systems for site monitoring. This comprehensive approach not only enhances operational efficiency, reduces costs, but also ensures the safety and security of the area.

The City Manager signed a Professional Services Agreement with Primex for the replacement of the PLC and OIT of the J street and Harlan storm drain lift station in March 2024 so that the site would be integrated into the City's network. This allows staff to be notified immediately in the event of vandalism or other potential threats to the City's water system at this site. Having the capability to receive immediate notifications from this site gives staff the ability to troubleshoot and rectify any issues before damage to the system.

APRIL 8, 2024, CITY COUNCIL REGULAR MEETING**CREATE CIP GG 24-33 SCADA INTEGRATION AND MAINTENANCE, RATIFY THE PROFESSIONAL SERVICES AGREEMENT WITH MCC CONTROLS LLC, DBA**

The collaboration with Primex has evolved into a professional service category, characterized by their skilled knowledge, and certified products that offer exclusive solutions tailored to the City's SCADA Systems and security-compliant needs. This collaboration has been instrumental in establishing a consistent approach to technology and software development, ensuring a high level of expertise and reliability in these areas. Therefore, the claimed bidding exemption for the Professional Services Agreement with Primex for the integration of the J street and Harlan storm pump station is pursuant to Lathrop Municipal Code (LMC) 2.36.110(a).

Tonight, staff is requesting City Council approve the creation of CIP GG 24-33 SCADA Integration and maintenance with an initial budget of \$150,000 for the fiscal year 23-24 and a budget of \$250,000 for fiscal year 24-25, ratify the Professional Services Agreement for the replacement of the OIT and PLC for J street and Harlan storm drain lift station in the amount of \$52,262.25 and approve the related budget amendment. The expense of \$52,262.25 for the J street and Harlan storm drain life station will be paid from the budget for the fiscal year 23-24 of \$150,000.

REASON FOR RECOMMENDATION:

The SCADA system allows staff to remotely control and monitor the City's water systems to keep the City from flooding and moves water throughout the City to be recycled or stored. SCADA integration for the various water stations throughout the City is critical to the functionality of the water stations and the prevention of flooding. This system allows staff to be notified immediately of any issues with the system so they may rectify the issue before damage to the water system occurs.

APRIL 8, 2024, CITY COUNCIL REGULAR MEETING

CREATE CIP GG 24-33 SCADA INTEGRATION AND MAINTENANCE, RATIFY THE PROFESSIONAL SERVICES AGREEMENT WITH MCC CONTROLS LLC, DBA PRIMEX AND APPROVE RELATED BUDGET AMENDMENT

FISCAL IMPACT:

The proposed project budget is \$150,000 for the fiscal year 23-24 and \$250,000 for fiscal year 24-25. The current fund balance available in the CIP GG 24-33 budget will not cover the cost of the Professional Services and equipment required. Staff recommends a budget amendment of \$150,000 for the fiscal year 23-24 and \$250,000 for fiscal year 24-25 subsidized by the following funds to cover the cost of professional services and equipment. Staff is requesting Council approve the following budget amendment:

Fiscal Year 2023-2024

<u>Increase Transfer Out</u>		
1010-9900-393-0000		\$150,000
 <u>Increase Transfer In</u>		
3010-9900-393-0000	GG 24-33	\$150,000
 <u>Increase Appropriation</u>		
3010-8000-420-7200	GG 24-33	\$150,000

Fiscal Year 2024-2025

<u>Increase Transfer Out</u>		
2500-9900-990-9010		\$10,639
2510-9900-990-9010		\$37,234
2530-9900-990-9010		\$ 5,319
2560-9900-990-9010		\$ 5,318
2570-9900-990-9010		\$26,596
2670-9900-990-9010		\$10,639
2680-9900-990-9010		\$ 5,319
5620-9900-990-9010		\$63,830
6010-9900-990-9010		\$37,234
6080-9900-990-9010		\$47,872
 <u>Increase Transfer In</u>		
3010-9900-393-0000	GG 24-33	\$250,000
 <u>Increase Appropriation</u>		
3010-8000-420-7200	GG 24-33	\$250,000

**APRIL 8, 2024, CITY COUNCIL REGULAR MEETING
CREATE CIP GG 24-33 SCADA INTEGRATION AND MAINTENANCE, RATIFY
THE PROFESSIONAL SERVICES AGREEMENT WITH MCC CONTROLS LLC, DBA
PRIMEX AND APPROVE RELATED BUDGET AMENDMENT**

ATTACHMENT:

- A. Resolution of the City Council of the City of Lathrop to Create CIP GG 24-33 SCADA Integration and Maintenance, Ratify the Professional Services Agreement with MCC Controls LLC, dba Primex and Approve Related Budget Amendments.

- B. Professional Services Agreement with MCC Controls LLC, dba Primex for Replacement of OIT and PLC for J street and Harlan Sewer Pump Station

APRIL 8, 2024, CITY COUNCIL REGULAR MEETING

CREATE CIP GG 24-33 SCADA INTEGRATION AND MAINTENANCE, RATIFY THE PROFESSIONAL SERVICES AGREEMENT WITH MCC CONTROLS LLC, DBA PRIMEX AND APPROVE RELATED BUDGET AMENDMENT

APPROVALS:



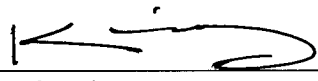
Tony Fernandes
Director Information Systems

3-26-2024
Date



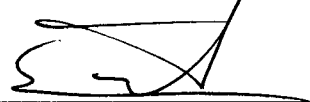
Cari James
Director of Finance

3/26/2024
Date




Michael King
Assistant City Manger

3.26.2024
Date



Salvador Navarrete
City Attorney

3.26.2024
Date



Stephen J. Salvatore
City Manager

3-28-24
Date

RESOLUTION NO. 24 -

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP TO CREATE CIP GG 24-33 SCADA INTEGRATION AND MAINTENANCE, RATIFY THE PROFESSIONAL SERVICE AGREEMENT WITH MCC CONTROLS LLC, DBA PRIMEX AND APPROVE RELATED BUDGET AMENDMENTS

WHEREAS, the City has many water stations of various types to ensure the entire City has access to clean water and wastewater management while preventing the City from flooding; and

WHEREAS, SCADA equipment is utilized to manage and control the various water stations and pumps remotely throughout the City; and

WHEREAS, it has become imperative to replace the existing SCADA equipment at the J Street and Harlan storm station due to its end-of-life status; and

WHEREAS, bringing this station into our network is crucial for operators to effectively monitor its functions, adjust flows, and promptly respond to any alerts regarding issues with flows, pumps, or other equipment; and

WHEREAS, the City Manager signed a Professional Services Agreement with Primex for the replacement of the PLC and OIT of the J street and Harlan storm drain lift station in March 2024, so that the site would be integrated into the City’s network; and

WHEREAS, MCC Controls dba Primex offers a professional services, characterized by skilled knowledge of the City’s SCADA system and customized products that offer exclusive solutions tailored to the City’s SCADA Systems and security-compliant needs.

NOW, THEREFORE, BE IT RESOLVED, the City Council of the City of Lathrop does hereby Create CIP GG 24-33 SCADA Integration and Maintenance, Ratify the City Managers Approval of the Professional Services Agreement with MCC Controls LLC, dba Primex and Approve Related Budget Amendment below.

Fiscal Year 2023-2024

<u>Increase Transfer Out</u>		
1010-9900-393-0000		\$150,000
<u>Increase Transfer In</u>		
3010-9900-393-0000	GG 24-33	\$150,000
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Fiscal Year 2024-2025

Increase Transfer Out

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6010-9900-990-9010		\$37,234
6080-9900-990-9010		\$47,872

Increase Transfer In

3010-9900-393-0000	GG 24-33	\$250,000
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Increase Appropriation

3010-8000-420-7200	GG 24-33	\$250,000
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FISCAL IMPACT:

The proposed project budget is \$150,000 for the fiscal year 23-24 and \$250,000 for fiscal year 24-25. The current fund balance available in the CIP GG 24-33 budget will not cover the cost of the Professional Services and equipment required. Staff recommends a budget amendment of \$150,000 for the fiscal year 23-24 and \$250,000 for fiscal year 24-25 subsidized by the following funds to cover the cost of professional services and equipment. Staff is requesting Council approve the following budget amendment:

Fiscal Year 2023-2024

<u>Increase Transfer Out</u>		
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<u>Increase Appropriation</u>		
3010-8000-420-7200	GG 24-33	\$150,000

Fiscal Year 2024-2025

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6080-9900-990-9010		\$47,872
<u>Increase Transfer In</u>		
3010-9900-393-0000	GG 24-33	\$250,000
<u>Increase Appropriation</u>		
3010-8000-420-7200	GG 24-33	\$250,000

The foregoing resolution was passed and adopted this 8th day of April 2024, by the following vote of the City Council, to wit:

AYES:

NOES:

ABSENT:

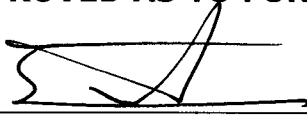
ABSTAIN:

Sonny Dhaliwal, Mayor

ATTEST:

Teresa Vargas, City Clerk

APPROVED AS TO FORM:



Salvador Navarrete, City Attorney

Office of the City Manager

390 Towne Centre Dr. – Lathrop, CA 95330
Phone (209) 941-7220 – fax (209) 941-7248
www.ci.lathrop.ca.us

NOTICE TO PROCEED

March 28, 2024

MCC Controls LLC dba Primex
Michael Anderson
859 Cotting Ct. Ste. G
Vacaville, CA 95688

Dear Mr. Anderson:

Enclosed please find your original executed agreement to replace the PLC and OIT a the J Street Storm Drain Lift Station. This is your Notice to Proceed to the attached agreement.

Should you have any questions regarding the project, please contact Tony Fernandes at (209) 941-7349, the staff member directly involved with this project.

Sincerely,



Stephen J. Salvatore
City Manager

Copy: Teresa Vargas, City Clerk
Project File

**CITY OF LATHROP PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF LATHROP AND MCC CONTROLS LLC DBA
PRIMEX
TO PROVIDE REPLACEMENT OF THE PLC AND OIT AT THE J
STREET STORM DRAIN LIFT STATION**

THIS AGREEMENT, dated for convenience this 28 day of March 2024, is made and entered into by and between MCC Controls LLC dba Primex ("CONSULTANT") and the CITY OF LATHROP, a California municipal corporation ("CITY");

RECITALS:

WHEREAS, CONSULTANT is specially trained, experienced, and competent to perform the professional services to provide the replacement of the programmable logic controller and the operator interface terminal as required by this agreement; and

WHEREAS, CONSULTANT was selected by CITY pursuant to said qualifications; and

WHEREAS, CONSULTANT is willing to render such Professional Services as hereinafter defined, on the following terms and conditions;

NOW, THEREFORE, CONSULTANT and the CITY agree as follows:

AGREEMENT

(1) Scope of Service.

CONSULTANT agrees to provide professional services to provide the replacement of the programmable logic controller and the operator interface terminal in accordance with the scope of work submitted by the CONSULTANT, attached as Exhibit "A" and incorporated herein by reference. CONSULTANT agrees to diligently perform these services in accordance with the standards of its profession and CITY'S satisfaction.

(2) Compensation.

CITY hereby agrees to pay CONSULTANT a sum not to exceed **\$52,262.25** as described in Exhibit "A".

CONSULTANT shall be paid within thirty (30) days of receipt of billings containing all information contained in Paragraph 5 below. In no event shall CONSULTANT be entitled to compensation for work not included in Exhibit "A", unless a written change order or authorization describing the extra work and payment terms has been executed by CITY's Authorized Representative prior to the commencement of the work.

CITY OF LATHROP – MCC CONTROLS LLC DBA PRIMEX
TO PROVIDE THE REPLACEMENT OF THE PLC AND OIT AT J STREET STORM
DRAIN LIFT STATION

(3) Effective Date and Term.

This agreement shall become effective on the signature date of the City Manager and CONSULTANT has been notified in writing as identified in section (18), and it shall terminate no later than June 30, 2024.

(4) Independent Contractor Status.

It is expressly understood and agreed by both parties that CONSULTANT, while engaged in carrying out and complying with any of the terms and conditions of this Agreement, is an independent contractor and not an employee of the CITY. CONSULTANT expressly warrants not to represent, at any time or in any manner, that CONSULTANT is an employee of the CITY.

(5) Billings.

CONSULTANT'S bills shall include date, date due, a list of all tasks performed by deliverable, a total amount due, the amounts previously billed, the net amount due on the invoice, and the balance remaining on the agreement and the CONSULTANT'S signature. Except as specifically authorized by CITY, CONSULTANT shall not bill CITY for duplicate services performed by more than one person. In no event shall CONSULTANT submit any billing for an amount in excess of the maximum amount of compensation provided in section (2) for listed services or for the entire Agreement, unless modified by a properly executed change order.

(6) Advice and Status Reporting.

CONSULTANT shall provide the CITY with timely reports, orally or in writing, of all significant developments arising during performance of its services hereunder, and shall furnish to CITY such information as is necessary to enable CITY to monitor the performance of this Agreement. CONSULTANT shall clarify with the CITY any details of the design that are not specifically understood.

(7) Assignment of Personnel.

CONSULTANT shall assign only competent personnel to perform services pursuant to this Agreement. If CITY asks CONSULTANT to remove a person assigned to the work called for under this Agreement, CONSULTANT agrees to do so immediately, regardless of the reason, or the lack of a reason, according to the CITY'S request.

CITY OF LATHROP – MCC CONTROLS LLC DBA PRIMEX
TO PROVIDE THE REPLACEMENT OF THE PLC AND OIT AT J STREET STORM
DRAIN LIFT STATION

The services shall be performed by, or under the direct supervision, CONSULTANT's Authorized Representative: **Max Hanson** CONSULTANT shall not replace its Authorized Representatives without the prior written approval by the CITY.

(8) Assignment and Subcontracting.

It is recognized by the parties hereto that a substantial inducement to CITY for entering into this Agreement was, and is, the professional reputation and competence of CONSULTANT. Neither this Agreement nor any interest therein may be assigned by CONSULTANT without the prior written approval of CITY'S authorized representative. CONSULTANT shall not subcontract any portion of the performance contemplated and provided for herein, other than the subcontractors noted in the proposal, without prior written approval of the CITY'S authorized representative.

(9) Insurance.

On or before beginning any of the services or work called for by any term of this Agreement, CONSULTANT, at its own cost and expense, shall carry, maintain for the duration of the Agreement, and provide proof thereof that is acceptable to the CITY the insurance specified in subsections (a) through (c) below with insurers and under forms of insurance satisfactory in all respects to the CITY. CONSULTANT shall not allow any subcontractor to commence work on any subcontract until all insurance required of the CONSULTANT has also been obtained for the subcontractor. Verification of this insurance shall be submitted and made part of this Agreement prior to execution.

- (a) Workers' Compensation. CONSULTANT shall, at CONSULTANT'S sole cost and expense, maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by CONSULTANT. Said Statutory Workers' Compensation Insurance and Employer's Liability Insurance shall be provided with limits of not less than one million dollars. In the alternative, CONSULTANT may rely on a self-insurance program to meet these requirements provided that the program of self-insurance complies fully with the provisions of the California Labor Code. The insurer, if insurance is provided, or the CONSULTANT, if a program of self-insurance is provided, shall waive all rights of subrogation against the CITY for loss arising from work performed under this Agreement.

CITY OF LATHROP – MCC CONTROLS LLC DBA PRIMEX
TO PROVIDE THE REPLACEMENT OF THE PLC AND OIT AT J STREET STORM
DRAIN LIFT STATION

- (b) Commercial General and Automobile Liability Insurance. CONSULTANT, at CONSULTANT'S own cost and expense, shall maintain commercial general and automobile liability insurance for the period covered by this Agreement in an amount not less than one million dollars per occurrence, combined single limit coverage for risks associated with the work contemplated by this Agreement. If a Commercial General Liability Insurance or an Automobile Liability form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. Such coverage shall include but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting there from, and damage to property resulting from activities contemplated under this Agreement, including the use of owned and non-owned automobiles.

Coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001 (ed. 11/88) and Insurance Services Office Automobile Liability form CA 0001 (ed. 12/90) Code 1 (any auto).

Each of the following shall be included in the insurance coverage or added as an endorsement to the policy:

- (i) CITY, its officers, employees, agents, and volunteers are to be covered as insured with respect to each of the following: liability arising out of activities performed by or on behalf of CONSULTANT, including the insider's general supervision of CONSULTANT; products and completed operations of CONSULTANT; premises owned, occupied or used by CONSULTANT. The coverage shall contain no special limitations on the scope of protection afforded to CITY, its officers, employees, agents, or volunteers.
- (ii) The insurance shall cover on an occurrence or an accident basis, and not on a claims made basis.
- (iii) An endorsement must state that coverage is primary insurance and that no other insurance affected by the CITY will be called upon to contribute to a loss under the coverage.
- (iv) Any failure of CONSULTANT to comply with reporting provisions of the policy shall not affect coverage provided to CITY and its officers, employees, agents, and volunteers.

CITY OF LATHROP – MCC CONTROLS LLC DBA PRIMEX
TO PROVIDE THE REPLACEMENT OF THE PLC AND OIT AT J STREET STORM
DRAIN LIFT STATION

- (v) Insurance is to be placed with California-admitted insurers with a Best's rating of no less than A: VII.
 - (vi) Notice of cancellation or non-renewal must be received by CITY at least thirty days prior to such change.
- (c) Deductibles and Self-Insured Retentions. CONSULTANT shall disclose the self-insured retentions and deductibles before beginning any of the services or work called for by any term of this Agreement. During the period covered by this Agreement, upon express written authorization of the CITY's authorized representative, CONSULTANT may increase such deductibles or self-insured retentions with respect to CITY, its officers, employees, agents, and volunteers. The CITY's authorized representative may condition approval of an increase in deductible or self-insured retention levels upon a requirement that CONSULTANT procure a bond guaranteeing payment of losses and related investigations, claim administration, and defense expenses that is satisfactory in all respects to each of them.
- (d) Notice of Reduction in Coverage. In the event that any coverage required under subsections (a), (b), or (c) of this section of the Agreement is reduced, limited, or materially affected in any other manner, CONSULTANT shall provide written notice to CITY at CONSULTANT'S earliest possible opportunity and in no case later than five days after CONSULTANT is notified of the change in coverage.
- (e) In addition to any other remedies CITY may have if CONSULTANT fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, CITY may, at its sole option:
- (i) Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement;
 - (ii) Order CONSULTANT to stop work under this Agreement or withhold any payment which becomes due to CONSULTANT hereunder, or both stop work and withhold any payment, until CONSULTANT demonstrates compliance with the requirements hereof;

CITY OF LATHROP – MCC CONTROLS LLC DBA PRIMEX
TO PROVIDE THE REPLACEMENT OF THE PLC AND OIT AT J STREET STORM
DRAIN LIFT STATION

(iii) Terminate this Agreement.

Exercise of any of the above remedies, however, is an alternative to other remedies CITY may have and is not the exclusive remedy for CONSULTANT'S breach.

(10) Indemnification - CONSULTANT'S Responsibility.

As to the CONSULTANT'S work hereunder, it is understood and agreed that (a) CONSULTANT has the professional skills necessary to perform the work, that (b) CITY relies upon the professional skills of CONSULTANT to perform the work in a skillful and professional manner, and (c) CONSULTANT thus agrees to so perform.

Acceptance by CITY of the work performed under this Agreement does not operate as a release of said CONSULTANT from such professional responsibility for the work performed. It is further understood and agreed that CONSULTANT is apprised of the scope of the work to be performed under this Agreement and CONSULTANT agrees that said work can and shall be performed in a fully competent manner in accordance with the standard of care applicable to CONSULTANT'S profession.

CONSULTANT shall indemnify, defend, and hold CITY, its officers, employees, agents, and volunteers harmless from and against any and all liability, claims, suits, actions, damages, and causes of action arising out of any personal injury, bodily injury, loss of life, or damage to property, or any violation of any federal, state, or municipal law or ordinance, to the extent caused by the willful misconduct or negligent acts or omissions of CONSULTANT, its employees, subcontractors, or agents, or on account of the performance or character of this work, except for any such claim arising out of the negligence or willful misconduct of the CITY, its officers, employees, agents, or volunteers. It is understood that the duty of CONSULTANT to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code. Acceptance of insurance certificates and endorsements required under this Agreement does not relieve CONSULTANT from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.

CITY OF LATHROP – MCC CONTROLS LLC DBA PRIMEX
TO PROVIDE THE REPLACEMENT OF THE PLC AND OIT AT J STREET STORM
DRAIN LIFT STATION

(11) Licenses.

If a license of any kind, which term is intended to include evidence of registration, is required of CONSULTANT, its employees, agents, or subcontractors by federal or state law, CONSULTANT warrants that such license has been obtained, is valid and in good standing, and CONSULTANT shall keep it in effect at all times during the term of this Agreement, and that any applicable bond has been posted in accordance with all applicable laws and regulations.

(12) Business Licenses.

CONSULTANT shall obtain and maintain a CITY of Lathrop Business License until all Agreement services are rendered and accepted by the CITY.

(13) Termination.

Either CITY or CONSULTANT may cancel this Agreement upon 30 days written notification to the other party. In the event of termination, the CONSULTANT shall be entitled to compensation for services performed to the effective date of termination; provided, however, that the CITY may condition payment of such compensation upon CONSULTANT'S delivery to the CITY of any or all documents, photographs, computer software, video and audio tapes, and other materials provided to CONSULTANT or prepared by or for CONSULTANT or the CITY in connection with this Agreement.

(14) Funding.

CONSULTANT agrees and understands that renewal of this agreement in subsequent years is contingent upon action by the City Council consistent with the appropriations limits of Article XIII (B) of the California Constitution and that the Council may determine not to fund this agreement in subsequent years.

(15) Notices.

All contracts, appointments, approvals, authorizations, claims, demands, Change Orders, consents, designations, notices, offers, requests and statements given by either party to the other shall be in writing and shall be sufficiently given and served upon the other party if (1) personally served, (2) sent by the United States mail, postage prepaid, (3) sent by private express delivery service, or (4) in the case of a facsimile transmission, if sent to the telephone FAX number set forth below during regular business hours of the receiving party and followed with two (2) Days by delivery of a hard copy of the material sent by facsimile transmission. Personal service shall include, without limitation, service by delivery and service by facsimile transmission.

CITY OF LATHROP – MCC CONTROLS LLC DBA PRIMEX
TO PROVIDE THE REPLACEMENT OF THE PLC AND OIT AT J STREET STORM
DRAIN LIFT STATION

To City: City of Lathrop
City Clerk
390 Towne Centre Drive
Lathrop, CA 95330

Copy to: City of Lathrop
Information Systems Department
390 Towne Centre Drive
Lathrop, CA 95330

Phone: (209) 941-7430
FAX: (209) 941-7449

To Consultant: MCC Controls LLC dba Primex
859 Cotting Ct. Ste. G
Vacaville, CA 95688

(16) Miscellaneous.

- (a) Consent. Whenever in this Agreement the approval or consent of a party is required, such approval or consent shall be in writing and shall be executed by a person having the express authority to grant such approval or consent.
- (b) Controlling Law. The parties agree that this Agreement shall be governed and construed by and in accordance with the Laws of the State of California.
- (c) Definitions. The definitions and terms are as defined in these specifications.
- (d) Force Majeure. Neither party shall be deemed to be in default on account of any delay or failure to perform its obligations under this Agreement, which directly results from an Act of God or an act of a superior governmental authority.
- (f) Headings. The paragraph headings are not a part of this Agreement and shall have no effect upon the construction or interpretation of any part of this Agreement.

**CITY OF LATHROP – MCC CONTROLS LLC DBA PRIMEX
TO PROVIDE THE REPLACEMENT OF THE PLC AND OIT AT J STREET STORM
DRAIN LIFT STATION**

- (g) **Incorporation of Documents.** All documents constituting the Agreement documents described in Section 1 and Section 2 hereof and all documents which may, from time to time, be referred to in any duly executed amendment hereto are by such reference incorporated in the Agreement and shall be deemed to be part of this Agreement.
- (g) **Integration.** This Agreement and any amendments hereto between the parties constitute the entire Agreement between the parties concerning the Project and Work; there are no other prior oral or written agreements between the parties that are not incorporated in this Agreement.
- (h) **Modification of Agreement.** This Agreement shall not be modified or be binding upon the parties unless such modification is agreed to in writing and signed by the parties.
- (i) **Provision.** Any agreement, covenant, condition, clause, qualification, restriction, reservation, term or other stipulation in the Agreement shall define or otherwise control, establish or limit the performance required or permitted or to be required of or permitted by either party. All provisions, whether covenants or conditions, shall be deemed to be both covenants and conditions.
- (j) **Severability.** If a court of competent jurisdiction finds or rules that any provision of this Agreement is void or unenforceable, the provisions of this Agreement not so affected shall remain in full force and effect.
- (k) **Status of CONSULTANT.** In the exercise of rights and obligations under this Agreement, CONSULTANT acts as an independent contractor and not as an agent or employee of CITY. CONSULTANT shall not be entitled to any rights and benefits accorded or accruing to the City Council members, officers or employees of CITY, and CONSULTANT expressly waives any and all claims to such right and benefits.
- (l) **Successors and Assigns.** The provisions of this Agreement shall inure to the benefit of, and shall apply to and bind, the successors and assigns of the parties.
- (m) **Time of the Essence.** Time is of the essence of this Agreement and each of its provisions. In the calculation of time hereunder, the time in which an act is to be performed shall be computed by excluding the first Day and including the last. If the time in which an act is to

CITY OF LATHROP – MCC CONTROLS LLC DBA PRIMEX
TO PROVIDE THE REPLACEMENT OF THE PLC AND OIT AT J STREET STORM
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be performed falls on a Saturday, Sunday or any Day observed as a legal holiday by CITY, the time for performance shall be extended to the following Business Day.

- (n) Venue. In the event that suit is brought by either party hereunder, the parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of San Joaquin or in the United States District Court for the Eastern District of California.
- (o) Recovery of Costs. The prevailing party in any action brought to enforce the terms of this Agreement or arising out of this Agreement may recover its reasonable costs, including reasonable attorney's fees, incurred or expended in connection with such action against the non-prevailing party.

(17) General Contractor Responsibilities.

Neither the professional activities of CONSULTANT, nor the presence of CONSULTANT or CONSULTANT'S sub-consultants shall relieve the Consultant of its obligations, duties and responsibilities.

CITY agrees that the CITY, CONSULTANT and its sub-consultants shall be indemnified by the General Contractor and shall be made additional insured under the General Contractor' general liability insurance policy and that a Waiver of Subrogation in favor of CONSULTANT will be provided under the General Contractor's Workers Compensation policy. CITY will require General Contractor to provide evidence of such insurance to CITY and CONSULTANT prior to General Contractor beginning work on the project.

(18) Notice to Proceed.

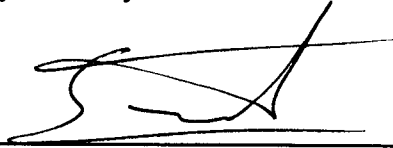
Prior to commencing work under this agreement, CONSULTANT shall receive a written "Notice to Proceed" from CITY. A Notice to Proceed shall not be issued until all necessary bonds and insurances have been received. City shall not be obligated to pay CONSULTANT for any services prior to issuance of the Notice to Proceed.

(19) Signatures.

The individuals executing this Agreement represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this Agreement on behalf of the respective legal entities of the CONSULTANT and the CITY. This agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

CITY OF LATHROP – MCC CONTROLS LLC DBA PRIMEX
TO PROVIDE THE REPLACEMENT OF THE PLC AND OIT AT J STREET STORM
DRAIN LIFT STATION

Approved as to Form: City of Lathrop
City Attorney



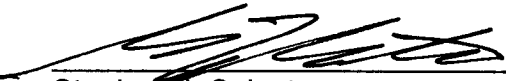
Salvador Navarrete Date 2-22-2024

Recommended for Approval: City of Lathrop

DocuSigned by:


Tony Fernandes Date 2/22/2024
Information Systems Director

Approved by: City of Lathrop
390 Towne Centre Drive
Lathrop, CA 95330

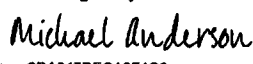


Stephen J. Salvatore Date 3-28-24
City Manager

CONSULTANT: MCC Controls LLC dba Primex
859 Cotting Ct. Ste. G
Vacaville, CA 95688

Fed ID #: 81-1611115

Business License #: 40633

DocuSigned by:


Signature Date 2/22/2024
Michael Anderson Software Eng
Name Title



MCC Controls LLC DBA PRIMEX
 859 Cotting Ct. Ste G
 Vacaville, CA 95688
 Contractor's License: 1016640
 DIR Registration No.: 1000043535

Phone 707.449.0341

Date: 2/1/2024
 To: City of Lathrop
 Attention: Tony Fernandes
 From: Michael Anderson

PRIMEX Quote # 240201MA01
Project: J Street SDLS Controls
Task: J Street SDLS PLC and OIT Replacement
Terms: LUMP SUM

This proposal details all materials and services we intend to provide for the above referenced project.
 Be sure to reference General Notes following the scope listing.
 This proposal expires 45 days after the date noted above.

Item #	Qty.	Description	Scope of Work	Line Item Price
1	Lot	PLC Hardware PLC Processor Rack 32 Pt DI/DO Card Power Supply 8 Ch Analog Input Card 8 Ch Analog Output Card Wiring harnesses Misc. Wires, TB, labels, etc.		\$ 6,728.28
2	Lot	OIT Hardware/Software Program new City standard OIT for site Remove existing display and install new Field test new display for operation		\$ 12,355.52
3	Lot	Engineering Services Updated PLC drawings Update original project drawings Delivered to City in PDF Rewrite existing program for M340 platform Update PLC, OIT, & SCADA programming to current Lathrop standards: Configure for Direct Comms Alarm setpoints, enable/disable, and delays available through SCADA Updates to SCADA as required to be consistent with City standards On-site testing & commissioning		\$ 32,231.50
Subtotal				\$ 51,315.30
Tax				\$ 946.95
The total price for the scope of work above is:				\$ 52,262.25

General Notes:

- Prices quoted above include sales tax and travel to the jobsite.
- Terms and Conditions of sale: Upon PRIMEX approval of customer credit, PRIMEX will extend 30-day payment terms on invoices for deliverables provided per this scope of work. Deliverables are FOB – PRIMEX Vacaville, CA, with freight allowed (unless specifically noted otherwise in this proposal). Customer may accept this proposal by signature here-on, or by separate purchase order made out to MCC Controls LLC DBA PRIMEX.

Please call or email with any questions.

Sincerely,

Michael Anderson

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