

**PROFESSIONAL SERVICES AGREEMENT FOR SCADA UPGRADES
BETWEEN CITY OF SANDPOINT AND B & E ELECTRIC, INC.**

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this 20th day of March, 2024 ("Effective Date"), by and between the CITY OF SANDPOINT (CITY), a public body corporate and politic and B & E Electric, Inc. (CONTRACTOR), a State of Washington (Corporation).

1. **Scope of Services.** CITY agrees to retain and does hereby retain CONTRACTOR and CONTRACTOR agrees to provide the services more fully described in Exhibit A, Scope of Services and Attachment 1, CONTRACTOR Proposal, attached hereto and incorporated herein by reference, in conjunction with the CITY's SCADA Upgrades Project.
2. **Term.** This Agreement shall be effective on the date first written above and shall remain in effect until March 31, 2025, unless otherwise terminated pursuant to the provisions herein.
3. **Compensation/Payment.** CONTRACTOR shall perform the Services under this Agreement for the total sum not to exceed One Million Three Hundred Fifteen Five Hundred Twenty-Five Dollars (\$1,315,525.00) payable in accordance with the terms set forth in Exhibit B, Fee Schedule and Attachment 2, Fee Breakdown. Payment Applications submitted shall be paid Net 30 days upon approval by City designated representative. Payment Applications must itemize out services performed during that period and should be submitted once monthly. Payment Applications to be emailed to AP@sandpointidaho.gov.
4. **Notices.** Any notices required to be given, hereunder shall be in writing and shall be personally served or given by mail. Any notice given by mail shall be deemed given when deposited in the United States Mail, certified and postage prepaid, addressed to the party to be served as follows:

CITY OF SANDPOINT

B & E Electric, Inc.

Attn: City Clerk
1123 Lake Street
Sandpoint, Idaho 83864

Attn: Patrick Oens, President
2211 N. Madson Road
Liberty Lake, Washington 99019

5. **Contract Administration.** An authorized CITY representative/designee will be appointed to administer this Agreement on behalf of CITY and shall be referred to herein as Contract Administrator.
6. **Standard of Performance.** While performing Services under this Agreement, CONTRACTOR shall exercise the reasonable professional care and skill customarily exercised by reputable members of CONTRACTOR'S profession and shall use reasonable diligence and best judgment while exercising its professional skill and expertise.
7. **Personnel.** Contractor shall furnish all personnel necessary to perform the Services under this Agreement and shall be responsible for their performance and compensation. CONTRACTOR recognizes that the qualifications and experience of the personnel to be used are vital to professional

and timely completion of the Services. The key personnel listed in Exhibit C, attached hereto and incorporated herein by this reference and assigned to perform portions of the Services shall remain assigned through completion of the Services, unless otherwise mutually agreed by the parties in writing, or caused by hardship or resignation in which case substitutes shall be subject to CITY approval.

8. **Assignment and Subcontracting.** CONTRACTOR shall not assign any right, interest, or obligation in or under this Agreement to any other entity without prior written consent of the CITY. In any event, no assignment shall be made unless the assignee expressly assumes the obligations of CONTRACTOR under this Agreement, in a writing satisfactory to the CITY. CONTRACTOR acknowledges that any assignment may, at the CITY'S sole discretion, require CITY approval, up to and including City Council approval. CONTRACTOR shall not subcontract any portion of the work required by this Agreement without prior CITY approval. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement, including without limitation, the insurance obligations set forth in Section 11. The CONTRACTOR acknowledges and agrees that the CITY is an intended beneficiary of any work performed by any subcontractor for purposes of establishing a duty of care between any subcontractor and the CITY.
9. **Independent Contractor.** In the performance of this Agreement, CONTRACTOR, and CONTRACTOR'S employees, subcontractors and agents, shall act in an independent capacity as independent contractors, and not as officers or employees of the CITY. CONTRACTOR acknowledges and agrees that the CITY has no obligation to pay or withhold state or federal taxes or to provide workers' compensation or unemployment insurance to CONTRACTOR, or to CONTRACTOR'S employees, subcontractors and agents. CONTRACTOR, as an independent contractor, shall be responsible for any and all taxes that apply to CONTRACTOR as an employer.
10. **Indemnification.** CONTRACTOR shall indemnify and hold the CITY, its officials, officers, employees, agents and assigns, harmless from and/or against any and all claims, damages, and liabilities (including reasonable attorney's fees) that may be suffered or incurred or that arise as a result of and which are caused by CONTRACTOR'S wrongful acts or omissions in the performance of its duties under this Contract. This indemnification does not apply when such claims, damages, and liabilities are the result of negligent acts, errors, omissions or fault on the part of the CITY, its officials, officers, employees, agents or assigns. Nothing contained in this indemnification provision shall waive, in any manner, the limits of liability provided to the CITY specified in Idaho Code §6-901 through 6-929, known as the Idaho Tort Claims Act.
11. **Bonds/Insurance.**
 - 11.1 At all times material hereto, CONTRACTOR shall keep and maintain a policy or policies of insurance covering losses resulting from general liability, personal injury and property loss, in amounts no less than \$1,000,000.00 per claim and \$2,000,000.00 in the aggregate, for any losses sustained as a result of performance of its duties and responsibilities under this Agreement, naming the CITY as an additional insured on each such policy or policies. CONTRACTOR shall provide the CITY with proof of such insurance prior to commencement of any Work. CONTRACTOR shall also keep and maintain an automobile insurance policy or policies for each of its employees, in the same amounts stated above, insuring against losses related to operation of its vehicles in performance of its duties under this Agreement. All

employees of CONTRACTOR are deemed its employees only, and CONTRACTOR shall be responsible for carrying proper Workers' Compensation coverage on any such employees. Proof of automobile insurance coverage and Workers' Compensation coverage shall also be provided to the CITY prior to commencement of any Work.

- 11.2 CONTRACTOR shall keep and maintain a policy or policies of insurance covering losses resulting from Professional Liability, Errors and Omissions in amounts no less than \$1,000,000 for any losses sustained as a result of performance of its duties and responsibilities under this Agreement, naming the CITY as an additional insured on each such policy or policies.
- 11.3 **Subcontractors' Insurance.** Contractor shall require all of its subcontractors to carry insurance, in an amount sufficient to cover the risk of injury, damage or loss that may be caused by the subcontractors' scope of work and activities provided in furtherance of this Agreement, including, but without limitation, the following coverages: Workers Compensation, Commercial General Liability, Errors and Omissions, and Automobile liability. Upon City's request, Contractor shall provide City with satisfactory evidence that Subcontractors have obtained insurance policies and coverages required by this section.
- 11.4 **Bonds.** Contractor shall obtain Performance and Payment Bonds for 100% of the Agreement Price as outlined in Exhibit D, Bonds and be presented within 10 days of award of Agreement.
12. **Licenses.** The CONTRACTOR agrees to possess a CITY Business License as required by Title 3 of City Code, prior to commencement of any services under the term of this Agreement and maintain such license throughout the term of the Agreement. SUBCONTRACTORS are also required to possess a CITY Business License as required by CONTRACTOR for work performed under this Agreement for CONTRACTOR. The CONTRACTOR further agrees to keep and maintain any and all required local, state, and federal licenses and/or certifications to perform work and provide services as described within this Agreement. If requested, the CONTRACTOR shall provide written proof of such licenses and/or certifications to the CITY for all times when it is performing services under this Agreement.
13. **CITY'S Right to Employ Other Contractors.** City reserves the right to employ other Contractor's in connection with this Project. If the City is required to employ another Contractor to complete CONTRACTOR'S work as a result of the failure of the CONTRACTOR to perform, or due to the breach of any provisions of this Agreement, the CITY reserves the right to seek reimbursement from CONTRACTOR.
14. **Records.** CONTRACTOR shall maintain complete and accurate records with respect to costs incurred under this Agreement. All such records shall be clearly identifiable. CITY has the right to review, copy, make transcripts, audit, and/or inspect all documents upon request during CONTRACTOR normal business hours. CONTRACTOR shall allow inspections of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.
15. **Confidentiality.** All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other materials whether created by or provided to CONTRACTOR in connection with the performance of this Agreement shall be held confidential by CONTRACTOR, except as otherwise directed by CITY. Nothing furnished to

CONTRACTOR which is otherwise known to the CONTRACTOR or is generally known, or has become known, to the related industry shall be deemed confidential. CONTRACTOR shall not use CITY'S name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any written or electronic form, including but not limited to magazines, newspapers, radio or television, websites, or social media without the express written consent of the CITY.

16. **Ownership of Documents.** All reports, maps, drawings and other contract deliverables prepared under this Agreement by CONTRACTOR shall be and remain the property of CITY. CONTRACTOR shall not release to others information furnished by CITY without prior express written approval of CITY.
17. **Conflict of Interest.** Contractor, for itself and on behalf of the individuals listed in Exhibit "C", represents and warrants that by the execution of this Agreement, they have no interest, present or contemplated, in the Project affected by the above-described Services. CONTRACTOR further warrants that neither CONTRACTOR, nor the individuals listed in Exhibit "C" have any real property, business interests, or income interests that will be affected by this project or, alternatively, that CONTRACTOR will file with the CITY an affidavit disclosing any such interest.
18. **Solicitation.** CONTRACTOR warrants that CONTRACTOR has not employed or retained any person or agency to solicit or secure this Agreement, nor has it entered into any agreement or understanding for a commission, percentage, brokerage, or contingent fee to be paid to secure this Agreement. For breach of this warranty, CITY shall have the right to terminate this Agreement without liability and pay CONTRACTOR only for the value of work CONTRACTOR has actually performed, or, in its sole discretion, to deduct from the Agreement price or otherwise recover from CONTRACTOR the full amount of such commission, percentage, brokerage, or commission fee. The remedies specified in this section shall be in addition to and not in lieu of those remedies otherwise specified in this Agreement.
19. **Compliance With Laws.** The CONTRACTOR shall comply with all federal, state, and local laws governing performance of its obligations under this Agreement. The jurisdiction/venue for any action arising out of performance of this Agreement, or interpretation of its terms and conditions, shall be in the District Court in the First Judicial District of the State of Idaho, Bonner County.
21. **Waiver.** No action or failure to act by the City shall constitute a waiver of any right or duty afforded City under this Agreement, nor shall any such action or failure to act constitute approval of or acquiescence in any breach thereunder, except as may be specifically, provided in this Agreement or as may be otherwise agreed in writing.
22. **Amendments.** This Agreement may be modified or amended only by a written agreement and/or change order executed by the Contractor and City.
23. **Termination.**

23.1 The CITY or CONTRACTOR may terminate this Agreement for its sole convenience with thirty (30) days' written notice. Upon termination, the CONTRACTOR, and any subcontractors, shall immediately cease any and all work and surrender to the CITY any and all finished or unfinished documents, processes, programs, and any other supplies or materials, which shall immediately become the property of the CITY. As compensation in full for services performed to the date of such termination, the CONTRACTOR shall receive

an amount equal to the value of the work completed as of the termination date, in accordance with the Fee Schedule, Exhibit B, or as negotiated between the parties. In no event shall the amount payable upon termination exceed the total maximum compensation provided for in this Agreement.

23.2 Should the CITY determine that the CONTRACTOR has failed to supply an adequate work force, to provide services of satisfactory quality, or has failed in any other respect to perform the services or any of its obligations under this Agreement, then the CITY shall give written notice to CONTRACTOR, specifying all such defaults, to be remedied within thirty (30) days from the date of such notice. If, after thirty (30) days, the CONTRACTOR has failed to implement appropriate corrective measures, the CITY may elect to terminate this Agreement.

23.2.1 In the event the CITY terminates this Agreement as provided for in this Section 23.2, the CONTRACTOR and any subcontractors shall immediately cease any and all work and surrender to the CITY any and all finished or unfinished documents, processes, programs, and any other supplies or materials within fifteen (15) working days after notice of termination which shall immediately become the property of the CITY. As compensation in full for services performed to the date of such termination, the CONTRACTOR shall receive an amount equal to the value of the work completed as of the termination date in accordance with the Fee Schedule or as negotiated between the parties, less any additional costs incurred by the CITY to procure the services of another contractor to complete the services to be rendered under this Agreement.

23.2.2 In the event the CITY terminates this Agreement as provided for in Section 23.2, it may seek any other remedies available to it in law or equity arising out of the CONTRACTOR'S failure to fully perform all of its obligations hereunder.

24. **Offsets.** CONTRACTOR acknowledges and agrees that with respect to any business tax or penalties thereon, utility charges, invoiced fee or other debt which CONTRACTOR owes or may owe to the CITY, CITY reserves the right to withhold and offset said amounts from payments or refunds or reimbursements owed by CITY to CONTRACTOR. Notice of such withholding and offset, shall promptly be given to CONTRACTOR by CITY in writing. In the event of a dispute as to the amount owed or whether such amount is owed to the CITY, CITY will hold such disputed amount until either the appropriate appeal process has been completed or until the dispute has been resolved.
25. **Successors and Assigns.** This Agreement shall be binding upon CITY and its successors and assigns, and upon CONTRACTOR and its permitted successors and assigns, and shall not be assigned by CONTRACTOR, either in whole or in part, except as otherwise provided in this Agreement.
26. **Nondiscrimination.** The CITY, in accordance with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d to 2000d-4), and associated regulations, as well as Sandpoint City Code, hereby notifies the CONTRACTOR and any subcontractor that it shall not discriminate against any applicant or employee on the grounds of race, color, national origin, or sex, sexual orientation, or gender identity/expression.

26.1 The CONTRACTOR and any subcontractors shall, in all solicitation or advertisements for employees placed by them or on their behalf, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, sexual orientation, gender identity/expression, age or national origin.

27. **Authority.** The individuals executing this Agreement and the instruments referenced herein on behalf of CONTRACTOR each represent and warrant that they have the legal power, right and actual authority to bind CONTRACTOR to the terms and conditions hereof and thereof.

IN WITNESS WHEREOF, City and Contractor have caused this Agreement to be duly executed the day and year first above written.

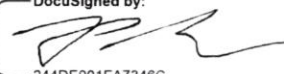
CITY OF SANDPOINT
1123 Lake Street
Sandpoint, Idaho 83864

B & E ELECTRIC, INC.
2211 N. Madson Rd.
Liberty Lake, Washington 99019



Jeremy Grimm
Mayor

DATE

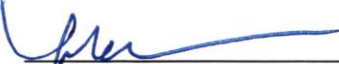
DocuSigned by:


244DE901FA7346C
Patrick Oens
President

3/11/2024

DATE

Attest:



Melissa Ward, City Clerk

3/20/24
Date

EXHIBIT A SCOPE OF SERVICES

Contractor shall perform the following Services as incorporated directly from the Request for Proposals.

a. Wastewater Treatment Plant (WWTP)

The Wastewater Treatment Plant is an old facility and in need of replacement. A solicitation is underway to hire an engineer and contractor who will design and construct a new plant at the existing site over the next 5 years. The existing control system contains 9 PLCs with HMIs that are interconnected with fiber and/or copper and utilizes a physical alarm dialer.

The HMI software used in the primary workstation is Rockwell Automation/Allen-Bradley Factory Talk View SE. Most of the Programmable Logic Controllers (PLC) and touch screen HMIs in the facility are also Rockwell Automation/Allen-Bradley, with one Maple systems HMI. A new Windows workstation will be provided by the City however, configurations shall be completed by SI. Workstation needs to be configured as a SCADA client to the WTP Server utilizing access controls to access the WWTP screens.

The MicroLogix 1100 PLCs have been discontinued and should be replaced but the MicroLogix 1400 PLCs are still fully supported and do not need to be replaced. PLCs programs will need to be downloaded from existing PLCs. The PanelView Plus 600 and Maple Systems touchscreen HMIs should be replaced. The new PanelView touchscreens must be able to control the entire plant for redundancy with user authentication levels to control access. All touchscreen programs should be identical to simplify future replacement.

Replace the Hardware alarm dialer Sensaphone Express II to a software-based dialer such as Win911. The dialer software will likely be hosted on the primary HMI workstation provided by the city.

i. WWTP Enclosures

See the attached map for lift station locations.

1. LCP-1

- a. Connected Via Fiber to LCP-3
- b. PLC is MicroLogix 1400
- c. HMI is Allen Bradley PanelView Plus 600

2. LCP-3

- a. Communications all route through LCP-3 SCADA Enclosure
 - i. LCP-3 -> LCP-4
 - ii. LCP-3 -> LCP-1
 - iii. LCP-3 -> LCP-10
- b. PLC is MicroLogix 1400
- c. HMI is Allen Bradley PanelView Plus 600

3. LCP-4

- a. Connected via Fiber to LCP-3
- b. PLC is MicroLogix 1100
- c. HMI is Allen Bradley PanelView Plus 600

4. LCP-6

- a. Connected Via Fiber to LCP-8
- b. PLC is MicroLogix 1400
- c. HMI is Allen Bradley PanelView Plus 600

5. LCP-8

- a. Connected Via Fiber to LCP-10
- b. PLC is MicroLogix 1100
- c. HMI is Allen Bradley PanelView Plus 600

6. LCP-9

- a. Connected Via Fiber to LCP-10
- b. PLC is MicroLogix 1100
- c. HMI is Allen Bradley PanelView Plus 600

7. LCP-10

- a. Connected Via Fiber to LCP-3
 - i. LCP-10 -> LCP-8 -> LCP-6
 - ii. LCP-10 -> LCP-9 -> LCP-Band Screen
- b. PLC is MicroLogix 1100
- c. HMI is Allen Bradley PanelView Plus 600

8. LCP-9-BandScreen

- a. Connected Via Copper to LCP-9
- b. PLC is MicroLogix 1100
- c. HMI is Allen Bradley PanelView Plus 600

9. LCP-4-RotaryScreen

- a. Not connected but needs to be connected.
 - i. short easy path to LCP-4
- b. Discovery will be required.
 - i. This entire box needs discovery, possibly all functions can be moved to LCP-4
- c. PLC is MicroLogix 1100
- d. HMI is Maple Systems HMI5056T

ii. Projects for WWTP

- 1. Configure modern client SCADA software on workstation.
 - a. If on prem SCADA, workstation will need to communicate back to server at Lake Water Treatment Plant.
 - b. If cloud SCADA, configure access controls for WWTP.

- c. Data from lift stations will need to be viewable at WWTP workstation with view only access.
- 2. Update all PLCs to latest stable firmware, configure with chosen modern SCADA software, including PLC backups.
- 3. Upgrade the alarm dialer to a software-based dialer such as Win911.
- 4. Upgrade all PanelView Plus 600 & Maple Systems HMIs with 6" Allen Bradley HMIs
- 5. Upgrade all obsolete PLCs using modern supported Allen Bradley PLCs.
- 6. Rotary Screen Discovery if needed, move all functions to LCP-4 if possible or remove if not needed.

b. Lake Water Treatment Plant (WTP)

- i. The Lake Water Treatment Plant is a relatively new facility with primarily current and modern controls equipment. The workstation based Human Machine Interface (HMI) in the facility utilizes a server/client configuration. The HMI software for the primary workstations is Rockwell Automation/Allen-Bradley Factory Talk View SE. Most of the Programmable Logic Controllers (PLC) and touchscreen HMIs in the facility are Rockwell Automation/Allen-Bradley. The Factory Talk View SE server software is hosted locally on a server in the 2nd floor server room. The existing license allows for up to 4 clients. Three licenses are being actively used and a fourth is expected to be in use within the next thirty (30) days. The physical workstations and physical server will be replaced by the City. Modern SCADA software needs to be installed and configured by integrator/vendor and must be equivalent or improve all existing services used by WTP and WWTP. This will require updates and/or migrations from Factory Talk View SE and Factory Talk Historian to the chosen modern SCADA software solution.

There is fiber connectivity between WTP, Sand Creek WTP, WWTP, and the City Shop. PTMP Wireless connects from Building 20 to Building 10, Syringa, and Woodland stations.

ii. WTP Buildings and Enclosures

See the attached map for lift station locations.

1. Building 10

- a. 10CP01 (Raw Water Control Panel)
 - i. Connected Via PTMP Wireless on Lake Water Building 20
 - ii. PLC is Allen Bradley L32E
 - iii. No HMI currently installed.

2. Building 20

- a. 20CP01 (Pre-Treatment Control Panel)
 - i. Connected via fiber to Building 30
 - ii. PLC is Allen Bradley
 - iii. No HMI currently installed

3. Building 30

- a. Master RTU Radio Panel

- i. Connection for Building 10, Syringa, and Woodland PTMP Radio
- b. Master RTU Control Panel CB2
 - i. Connected via Copper
 - ii. PLC is Allen Bradley Logix5562
 - iii. No HMI currently installed
- c. Filtration System Main Panel
 - i. Connected via copper to Server Room
 - ii. PLC is Allen Bradley Logix5562
 - iii. No HMI currently installed
- d. Windows XP Allen Bradley HMI (Filtrations System HMI)
 - i. HMI only, needs to be upgraded and replaced

4. Building 40

- a. Microclor (Chlorine Generator Control Panel)
 - i. Connected via copper to 50CP4001
 - ii. PLC is CompactLogix L32E
 - iii. HMI is Allen Bradley PanelView Plus 1500
- b. 50CP4001 (Chemical Building Control Panel)
 - i. Connected Via fiber to Building 30
 - ii. PLC is Allen Bradley
 - iii. No HMI currently installed

5. Building 70

- a. 70CP5001 (Recycle Pump Station)
 - i. Connected Via fiber to Building 40
 - ii. PLC is Allen Bradley
 - iii. No HMI currently installed.

iii. WTP Projects

- 1. Factory Talk View SE and Historian SCADA software upgrade/replace/migrate to modern SCADA software solution.
- 2. Replace Building 30 Windows XP HMI with new Allen Bradley HMI
 - a. All hardware, and software, will be solely SI responsibility.
- 3. Update all PLCs to latest stable firmware, configure with chosen modern SCADA software, including PLC backups.
- 4. Configure modern client SCADA software.
 - a. If on prem SCADA servers, WTP, WWTP and lift stations all need to communicate back to servers at WTP, separated using access controls.
 - b. If Cloud SCADA solution is chosen.
 - c. On prem SCADA solution client workstations need to communicate back to server at Lake Water Treatment Plant.

5. Building 10 10CP01 add HMI, limit access via password for security purposes.

c. Sand Creek Water Treatment Plant (WTP)

- i. The Sand Creek Water Treatment Plant is an older facility that requires upgrades to continue to be reliable and fully supported by the manufacturer. The HMI software for the primary workstation is Rockwell Automation/Allen-Bradley Factory Talk View SE. The workstation is running Windows 7 and is going to be replaced by the city. This will require updates and/or migrations from Factory Talk to the chosen modern SCADA software solution.

The primary plant PLC is an Allen-Bradley model 1747-L553 (SLC). Although still supported, the manufacturer recommends upgrading this PLC to a current model since the SLC line is being phased out.

ii. Sand Creek WTP Projects

1. Configure modern client SCADA software on workstation.
 - a. On prem SCADA solution client workstations need to communicate back to server at Lake Water Treatment Plant.
2. Replace the PLC with modern supported Allen Bradley PLC
 - a. Ensure PLCs on latest stable firmware, configure backups of PLCs with new SCADA software.

d. Reservoir and Booster Stations

The reservoirs have current and modern controls equipment. The workstation based Human Machine Interface (HMI) used is back at Lake WTP. The Woodland Booster PLC failed and is planned to be replaced under an emergency replacement with a local SCADA contractor. Due to the nature of the replacement, it will likely need to be replaced again with Allen Bradley products. Please allow for this contingency if this becomes the case.

1. Syringa Reservoir
 - a. PLC is CompactLogix L32E
 - b. No HMI
 - c. PTMP wireless back to BLDG20 at WTP
2. Woodland Reservoir
 - a. PLC is CompactLogix L32E
 - b. No HMI
 - c. PTMP wireless back to BLDG20 at WTP
3. Woodland Booster Station
 - a. Simmons PLC is currently being replaced due to failure.

- i. PLC will need to be replaced with Allen Bradley
- ii. The Siemens PLC will be replaced and will operate on operator entered setpoints with stepped mechanical pressure switch back-up option. Will also include wireless radio transmission of low pressure and pump fault alarms to the PLC located across the street from Woodland Facility at a large water tank and UPS installation for power outage and control alarms.
- b. PTMP wireless back to BLDG20 at WTP

ii. Projects for Reservoirs and Booster Station

1. Replace PLC at Woodland booster station with Allen Bradly Products.
2. Update PLCs to latest stable firmware, configure with chosen modern SCADA software, including PLC backups.

e. Lift Stations / Collection Stations

- i. Currently, the collections system utilizes alarm dialers with cellular radios at most of the lift stations. Configure all lift stations to report to the City Shop (Utilities) for alarm monitoring and reporting. All lift stations must be able to communicate alarms to operators so that faults and failures can be addressed before they create serious issues. All locations have two (2) pumps, except for South Boyer with three (3) pumps.

Silver Wings and Timberline are the lowest priority lift stations and may be removed from the scope of this project depending on other pending projects. Please allow for this contingency if this becomes the case. Exxon and Beach should be first on the list for deployment of Standardized SCADA cabinet in 2024, please see (iii:18 & iii:19) for details.

To simplify and speed up lift station upgrades the City of Sandpoint is requesting SI to Pre-Engineer and Configure new SCADA enclosures as a standardized "drop-in replacement". Most of the lift stations have the same requirements, an HMI screen, PLC, UPS, Amp Draw, Submersal or Radar transducer, Heaters, Redundant float controls for backup if PLC or Transducer fails, ETC... Screens need to show key indications for the lift station operations such as flow, run status, level, amp draw, and alarms.

The MicroLogix 1400 PLCs are fully supported by Allen-Bradley and do not require an upgrade or replacement at this time. Most of the PLCs and touchscreen HMIs at the lift stations are manufactured by multiple vendors. This can create issues with supporting hardware, software, and PLC/HMI programs. PLCs programs will need to be downloaded from existing PLCs.

All data from collections needs to be accessible at WWTP workstation with view only access. A workstation with SCADA client needs to be installed at the City Shop and needs to communicate back to Lake Water Treatment Plant Server utilizing access controls to only access the collection systems screens.

ii. Projects for Lift Stations

1. Configure modern client SCADA software on workstation.
 - a. If on prem SCADA, workstation will need to communicate back to server at Lake Water Treatment Plant, with access controls for lift stations only.
 - b. If cloud SCADA, configure access controls for lift stations only.
2. Add/Replace all obsolete and/or non-Allen Bradley HMIs and PLCs with standardized Allen Bradley replacement cabinet.
 - a. Ensure PLCs on latest stable firmware, configure backups of PLCs with new SCADA software.
3. Centralize alarm reporting at a single location and utilize an alarm-based dialer on a workstation-based HMI.
4. Add/Replace cellular radio using Cradlepoint or approved equivalent, and external mounted antenna for optimal signal strength.

iii. Lift Station details

See the attached map for lift station locations.

1. **Sand Creek Lift Station**
 - a. No PLC, MultiRanger level sensor to control the pumps.
 - b. Has MultiRanger float switch
 - c. Verbatim Remote Alarm Dialer
 - d. Add/Replace Submersible Transducer or Radar
 - e. Landline
2. **Cottonwood Lift Station**
 - a. HMI is DirectLOGIC
 - b. PLC is DirectLOGIC D0-06AR
 - c. Has PLC to float switch
 - d. Verizon Cell
 - e. Chatterbox by Raco
3. **Spring Creek Lift Station**
 - a. HMI is Pro-Face
 - b. PLC is Allen Bradley MicroLogix 1100
 - c. Verizon Cell
 - d. Chatterbox by Raco
4. **Cedars at Sand Creek Lift Station**
 - a. HMI is Pro-Face
 - b. PLC is Allen Bradley MicroLogix 1100
 - c. Verizon Cell
 - d. Chatterbox by Raco (dead)

5. **North Boyer Lift Station (aka Jail Lift)**
 - a. No PLC, MultiRanger level sensor to control the pumps.
 - b. Verbatim Remote Alarm Dialer
 - c. Verizon Cell
 - d. Add high-level and low-level floats for fault detection.
 - e. Add/Replace Submersible Transducer or Radar
6. **Timberline Lift Station**
 - a. HMI is Pro-Face
 - b. PLC is Allen Bradley MicroLogix 1100
 - c. Verizon Cell
 - d. Chatterbox by Raco (dead)
7. **Fishback Lift Station**
 - a. HMI is Automationdirect C-More EA9-T7CL-R
 - b. PLC is DirectLOGIC D0-06AR
 - c. Landline
 - d. Chatterbox by Raco (dead)
 - e. Has PLC to float switch
8. **Silverwings Lift Station**
 - a. HMI is Siemens HydroRanger 200
 - b. PLC is SIEMENS LOGO 230RC
 - c. Landline
 - d. Viking K-2000-DVA Dialer
 - e. Add/Replace Submersible Transducer or Radar
9. **Hickory Glen Lift Station**
 - a. No PLC uses level floats to control the pumps.
 - b. Landline
 - c. Sensaphone 400
 - d. Add/Replace Submersible Transducer or Radar
10. **Bristle Cone Lift Station**
 - a. HMI is AutomationDirect
 - b. PLC is DirectLOGIC D0-06AR
 - c. Verizon Cell
 - d. Chatterbox by Raco
 - e. Has PLC to float switch
11. **Pine Street Lift Station**
 - a. HMI is DirectLOGIC
 - b. PLC is DirectLOGIC
 - c. Verizon Cell
 - d. Chatterbox by Raco

- e. Has PLC to float switch

12. Northview Lift Station

- a. HMI is Automationdirect C-More EA9-T7CL-R
- b. PLC is DirectLOGIC D0-06AR
- c. Landline
- d. Chatterbox by Raco
- e. Has PLC to float switch

13. Westwood Lift Station

- a. HMI is Red Lion
- b. PLC is Allen Bradley MicroLogix 1400
- c. Verizon Cell
- d. Guard IT by Raco
- e. Has PLC to float switch

14. South Boyer Lift Station

- a. NO PLC, uses Omni-Site Remote Terminal Unit (RTU), not working, and a MultiRanger level sensor to control the pumps.
- b. An RTU functions similarly to a PLC but is not compatible with Rockwell Automation/Allen-Bradley without add-on hardware and/or software products.
- c. No communications setup
- d. Omni-site XR50
- e. Add high-level and low-level floats for fault detection.
- f. Add/Replace Submersible Transducer or Radar

15. Seasons Lift Station

- a. No PLC, uses HydroRanger level sensor to control the pumps.
 - i. Without a compatible PLC, the data from this station cannot be monitored remotely.
- b. Add high-level and low-level floats for fault detection.
- c. Landline
- d. Chatterbox by Raco
- e. Add/Replace Submersible Transducer or Radar

16. Pawnshop Lift Station

- a. No PLC, uses a MultiRanger level sensor to control the pumps.
- b. Add high-level and low-level floats for fault detection.
- c. Landline
- d. Chatterbox by Raco (dead)
- e. Add/Replace Submersible Transducer or Radar

17. University Lift Station

- a. HMI is AutomationDirect
- b. PLC is Allen Bradley MicroLogix 1100.

- c. No communication setup
- d. Sensaphone 800
- e. Has PLC to float switch

18. Exxon Lift Station

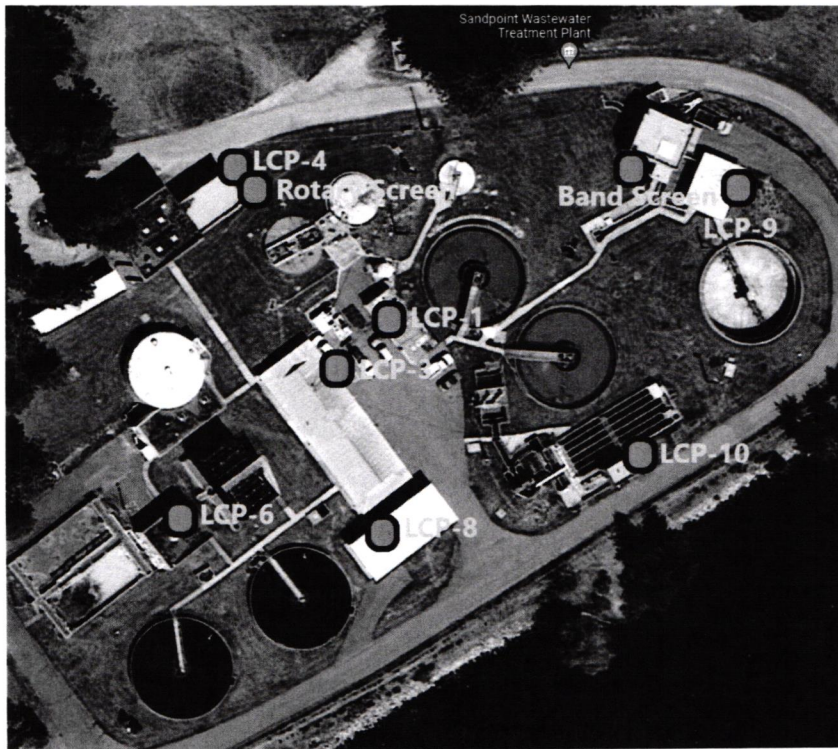
- a. This lift station is being replaced with a modern lift station in 2024
- b. Expect to install the same standardized SCADA cabinet in this lift station.
- c. The City of Sandpoint already has an engineer contracted for this lift station. As required / needed for planning and coordination, the city will connect SI with engineer throughout the design and implementation process

19. City Beach Lift Station

- a. This Lift station is being demolished and replaced with a modern lift station in 2024
- b. Expect to install the same standardized SCADA cabinet in this lift station.
- c. The City of Sandpoint already has an engineer contracted for this lift station. As required / needed for planning and coordination, the city will connect SI with engineer throughout the design and implementation process.

B. Maps / Locations

a. WWTP



b. WTP

BLDG 70

BLDG 60

BLDG 50

BLDG 40

BLDG 30

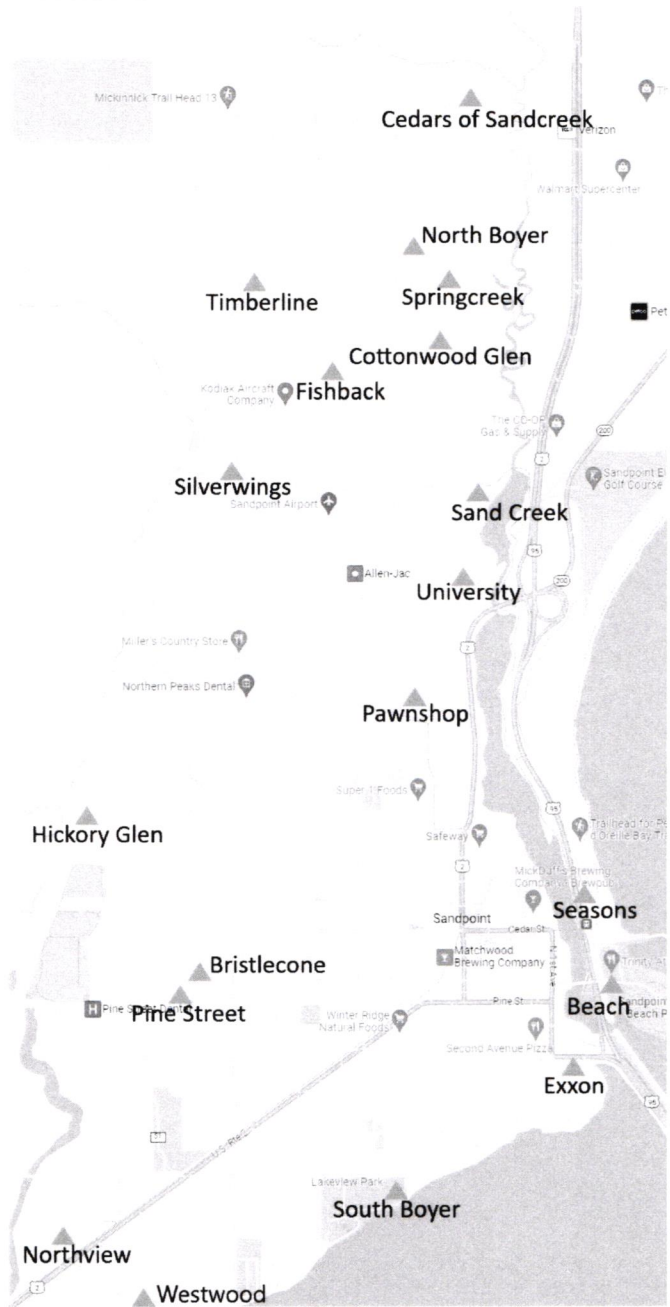
BLDG 20

BLDG 10

Drinking Water
Treatment plant



c. Lift Stations



Warranty: Labor and material warranty is one year from implementation/turnover for each key deliverable.
Example: when a lift station goes live, the warranty period begins on that date.

**EXHIBIT B
FEE SCHEDULE**

See Attachment A for Fee Breakdown.

Total Agreement Price not to exceed \$1,315,525.00. CITY makes no guarantee entire Agreement Price will be expended.

EXHIBIT C
KEY PERSONNEL

CONTRACTOR Project Team Members are as follows:

Matthew Miller – Project Manager
Ronald Brossart – Construction Manager
Branden Piper – Electrical Foreman

EXHIBIT D - BONDS**PERFORMANCE BOND**

Contractor Name: B & E Electric, Inc. Address <i>(principal place of business)</i> 2211 N. Madson Road Liberty lake, Washington 99019	Surety Name: Address <i>(principal place of business)</i> :
Owner Name: City of Sandpoint Mailing address <i>(principal place of business)</i> : 1123 Lake St. Sandpoint, Idaho 83864	Contract Description <i>(name and location)</i> : A24-3400-1 SCADA Upgrades Project Contract Price: \$1,315,525.00 Effective Date of Contract: March 20, 2024
Bond Bond Amount: Date of Bond: <i>(Date of Bond cannot be earlier than Effective Date of Contract)</i> Modifications to this Bond form: <input type="checkbox"/> None <input type="checkbox"/> See Paragraph 16	
Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Performance Bond, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.	
Contractor as Principal	Surety
<i>(Full formal name of Contractor)</i>	<i>(Full formal name of Surety) (corporate seal)</i>
By: _____ <div style="text-align: center;"><i>(Signature)</i></div>	By: _____ <div style="text-align: center;"><i>(Signature)(Attach Power of Attorney)</i></div>
Name: _____ <div style="text-align: center;"><i>(Printed or typed)</i></div>	Name: _____ <div style="text-align: center;"><i>(Printed or typed)</i></div>
Title: _____	Title: _____
Attest: _____ <div style="text-align: center;"><i>(Signature)</i></div>	Attest: _____ <div style="text-align: center;"><i>(Signature)</i></div>
Name: _____ <div style="text-align: center;"><i>(Printed or typed)</i></div>	Name: _____ <div style="text-align: center;"><i>(Printed or typed)</i></div>
Title: _____	Title: _____
Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.	

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.
2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Paragraph 3.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond will arise after:
 - 3.1. The Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice may indicate whether the Owner is requesting a conference among the Owner, Contractor, and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Paragraph 3.1 will be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor, and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement does not waive the Owner's right, if any, subsequently to declare a Contractor Default;
 - 3.2. The Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
 - 3.3. The Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.
4. Failure on the part of the Owner to comply with the notice requirement in Paragraph 3.1 does not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.
5. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
 - 5.1. Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;
 - 5.2. Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;
 - 5.3. Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owners concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or
 - 5.4. Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:

-
- 5.4.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
 - 5.4.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.
 - 6. If the Surety does not proceed as provided in Paragraph 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Paragraph 5.4, and the Owner refuses the payment, or the Surety has denied liability, in whole or in part, without further notice, the Owner shall be entitled to enforce any remedy available to the Owner.
 - 7. If the Surety elects to act under Paragraph 5.1, 5.2, or 5.3, then the responsibilities of the Surety to the Owner will not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety will not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication for:
 - 7.1. the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
 - 7.2. additional legal, design professional, and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 5; and
 - 7.3. liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.
 - 8. If the Surety elects to act under Paragraph 5.1, 5.3, or 5.4, the Surety's liability is limited to the amount of this Bond.
 - 9. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price will not be reduced or set off on account of any such unrelated obligations. No right of action will accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors, and assigns.
 - 10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
 - 11. Any proceeding, legal or equitable, under this Bond must be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and must be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum periods of limitations available to sureties as a defense in the jurisdiction of the suit will be applicable.
 - 12. Notice to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown on the page on which their signature appears.
 - 13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement will be deemed deleted therefrom and provisions conforming to such

statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.

14. Definitions

- 14.1. *Balance of the Contract Price*—The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made including allowance for the Contractor for any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.
 - 14.2. *Construction Contract*—The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.
 - 14.3. *Contractor Default*—Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.
 - 14.4. *Owner Default*—Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.
 - 14.5. *Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.
15. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.
16. Modifications to this Bond are as follows: **None**

PAYMENT BOND

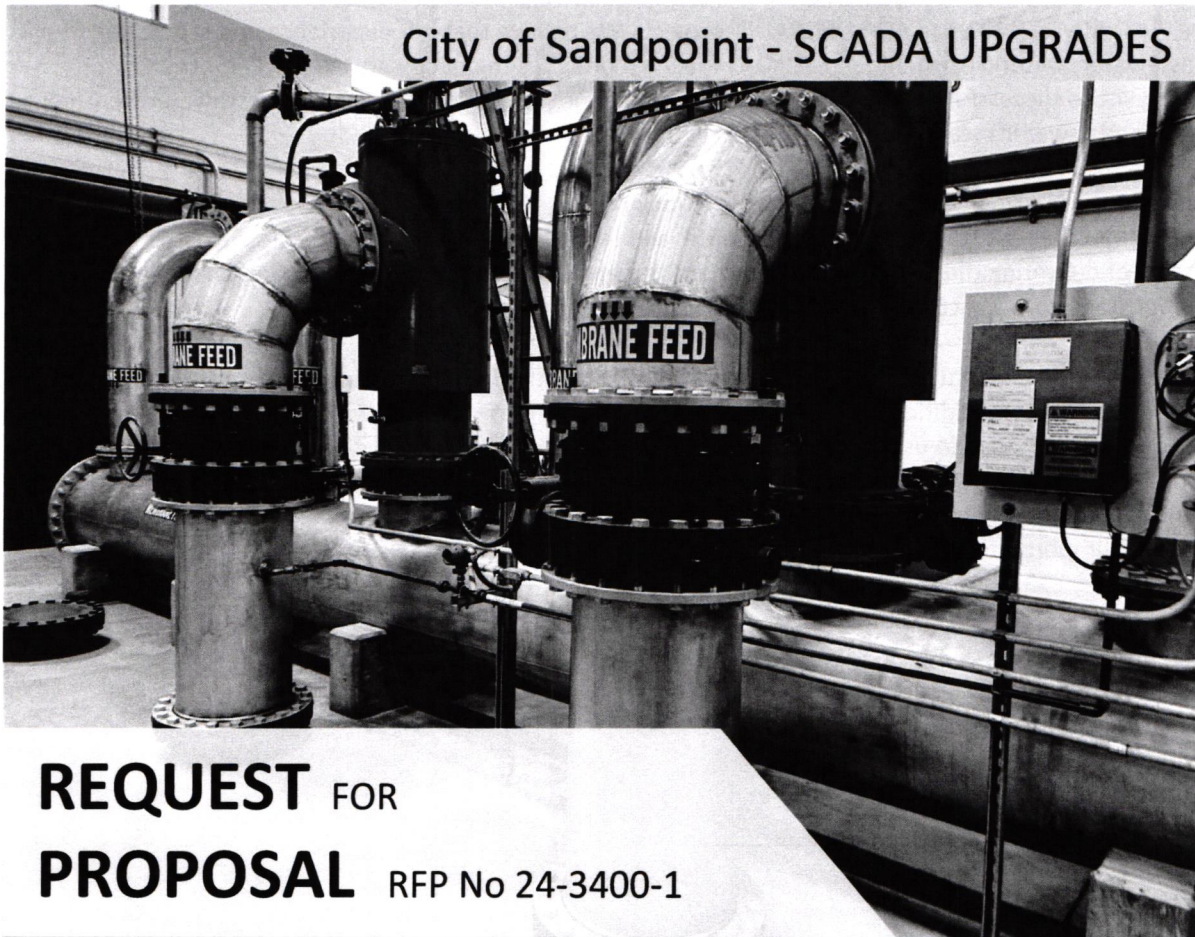
Contractor Name: B & E Electric, Inc. Address (principal place of business): 2211 N. Madson Road Liberty Lake, Washington 99019	Surety Name: Address (principal place of business):
Owner Name: City of Sandpoint Mailing address (principal place of business): 1123 Lake St. Sandpoint, ID 83864	Contract Description (name and location): A24-3400-1 SCADA Upgrades Project Contract Price: \$1,315,525.00 Effective Date of Contract: March 20, 2024
Bond Bond Amount: Date of Bond: <i>(Date of Bond cannot be earlier than Effective Date of Contract)</i> Modifications to this Bond form: <input type="checkbox"/> None <input type="checkbox"/> See Paragraph 18	
Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Payment Bond, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.	
Contractor as Principal	Surety
<i>(Full formal name of Contractor)</i> <hr/>	<i>(Full formal name of Surety) (corporate seal)</i> <hr/>
By: <hr/> <div style="text-align: center;"><i>(Signature)</i></div>	By: <hr/> <div style="text-align: center;"><i>(Signature)(Attach Power of Attorney)</i></div>
Name: <hr/> <div style="text-align: center;"><i>(Printed or typed)</i></div>	Name: <hr/> <div style="text-align: center;"><i>(Printed or typed)</i></div>
Title: <hr/>	Title: <hr/>
Attest: <hr/> <div style="text-align: center;"><i>(Signature)</i></div>	Attest: <hr/> <div style="text-align: center;"><i>(Signature)</i></div>
Name: <hr/> <div style="text-align: center;"><i>(Printed or typed)</i></div>	Name: <hr/> <div style="text-align: center;"><i>(Printed or typed)</i></div>
Title: <hr/>	Title: <hr/>
Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.	

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner to pay for labor, materials, and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.
2. If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies, and holds harmless the Owner from claims, demands, liens, or suits by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond will arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 13) of claims, demands, liens, or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, and tendered defense of such claims, demands, liens, or suits to the Contractor and the Surety.
4. When the Owner has satisfied the conditions in Paragraph 3, the Surety shall promptly and at the Surety's expense defend, indemnify, and hold harmless the Owner against a duly tendered claim, demand, lien, or suit.
5. The Surety's obligations to a Claimant under this Bond will arise after the following:
 - 5.1. Claimants who do not have a direct contract with the Contractor
 - 5.1.1. have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
 - 5.1.2. have sent a Claim to the Surety (at the address described in Paragraph 13).
 - 5.2. Claimants who are employed by or have a direct contract with the Contractor have sent a Claim to the Surety (at the address described in Paragraph 13).
6. If a notice of non-payment required by Paragraph 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Paragraph 5.1.1.
7. When a Claimant has satisfied the conditions of Paragraph 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:
 - 7.1. Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and
 - 7.2. Pay or arrange for payment of any undisputed amounts.
 - 7.3. The Surety's failure to discharge its obligations under Paragraph 7.1 or 7.2 will not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Paragraph 7.1 or 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

-
8. The Surety's total obligation will not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Paragraph 7.3, and the amount of this Bond will be credited for any payments made in good faith by the Surety.
 9. Amounts owed by the Owner to the Contractor under the Construction Contract will be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfying obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.
 10. The Surety shall not be liable to the Owner, Claimants, or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to or give notice on behalf of Claimants, or otherwise have any obligations to Claimants under this Bond.
 11. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
 12. No suit or action will be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Paragraph 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit will be applicable.
 13. Notice and Claims to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, will be sufficient compliance as of the date received.
 14. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement will be deemed deleted here from and provisions conforming to such statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.
 15. Upon requests by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.
 16. Definitions
 - 16.1. *Claim*—A written statement by the Claimant including at a minimum:
 - 16.1.1. The name of the Claimant;
 - 16.1.2. The name of the person for whom the labor was done, or materials or equipment furnished;
 - 16.1.3. A copy of the agreement or purchase order pursuant to which labor, materials, or equipment was furnished for use in the performance of the Construction Contract;
 - 16.1.4. A brief description of the labor, materials, or equipment furnished;
-

- 16.1.5. The date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
- 16.1.6. The total amount earned by the Claimant for labor, materials, or equipment furnished as of the date of the Claim;
- 16.1.7. The total amount of previous payments received by the Claimant; and
- 16.1.8. The total amount due and unpaid to the Claimant for labor, materials, or equipment furnished as of the date of the Claim.
- 16.2. *Claimant*—An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond is to include without limitation in the terms of "labor, materials, or equipment" that part of the water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.
- 16.3. *Construction Contract*—The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.
- 16.4. *Owner Default*—Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.
- 16.5. *Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.
- 17. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.
- 18. Modifications to this Bond are as follows: **None**

ATTACHMENT 1 - PROPOSAL



REQUEST FOR PROPOSAL RFP No 24-3400-1

SUBMITTED TO:

City of Sandpoint, Idaho
Cheryl Hughes
Grants, Contract & Procurement Manager
chughes@sandpointidaho.gov

SUBMITTED BY:

B&E Electric, Inc.
Matt Miller
Project Manager
matt@beelectricinc.com



RFP No 24-3400-1



To whom it may concern,

B&E Electric is excited to express our interest in a partnership with the City of Sandpoint, specifically for the "RFP NO. 24-3400-1 SCADA UPGRADE" project. We believe that our experience and reputation in the wastewater, water treatment, and SCADA industries provides the necessary expertise for the City of Sandpoint to successfully complete the upgrades on their water treatment plants, wastewater treatment plant, and sewer lift station SCADA systems.

As a renown SCADA integrator, with a proven track record, B&E Electric is one of a few electrical contractors that can truly provide a full-service, and lasting, partnership. Our business has the desired history of delivering the necessary project management, systems design, deployment, and long-term support to ensure a successful and seamless SCADA system upgrade.

In addition to the recently completed projects identified in the RFP submission, our current scope of projects includes an additional 6 SCADA related customer initiatives, all of which are long standing customers that refuse to use any other contractor because of their high-level of trust and satisfaction with our team, our organization, and our dedicated partnerships. We are thrilled with the idea of adding the City of Sandpoint to our long list of customers who depend on us to keep their cities, their businesses, and most importantly, our families supplied with the infrastructure we all depend on.

This letter of interest is authorized by the following representative of B&E Electric, Inc:

Name: Patrick Oens, President
Email: patrick@beelectricinc.com
Mobile: (509) 570-8537
Date: 2/2/2024
Signature: _____

Primary office location of B&E Electric, Inc:

2211 N. Madson Rd.
Liberty Lake, WA. 99019

B&E Electric, Inc. acknowledges the following addenda(s) for RFP NO. 24-3400-1 SCADA UPGRADES

1. RFP NO. 24-3400-1 SCADA UPGRADES ADDENDUM NO. 1, dated January 24th, 2024
2. RFP NO. 24-3400-1 SCADA UPGRADES ADDENDUM NO. 2, dated January 30th, 2024



RFP No 24-3400-1



City of Sandpoint

SCADA System Upgrade Project

The purpose of this proposal is to provide a solid partnership option for the City of Sandpoint by delivering a robust solution to the city's current state of the overall water treatment plants, wastewater treatment plant, and sewer lift stations SCADA systems. As a renowned SCADA integrator, with a very deep and proven track record, B&E Electric is excited to partner with the City of Sandpoint by providing the necessary project management, systems design, deployment, and support to ensure a successful and seamless SCADA system upgrade project.

Business & Staff Qualifications

B&E Electric, Inc. Summary

Since 1984, B&E Electric has been a renowned industrial electrical and controls contractor specializing in water/wastewater treatment plant design, build, implementation, automation, and upgrades. Our expertise with instrumentation and controls, combined with our full-service UL 508A certified control panel shop, sets B&E Electric apart from the typical electrical contractor. Our team is led by highly skilled and experienced electricians, Project Managers, and control panel technicians.

Matthew Miller

- Contact Information:
 - 208-871-3951
 - Matt@beelectricinc.com
- Background:
 - Project Manager, Estimator, Foreman, Control & Instrumentation Tech.
- Qualifications:
 - Journeyman Electrician, 31 years industry experience, 25 years project management, 16 years of SCADA integration
- Certifications:
 - UL 508A
 - Journeyman
- Experience:
 - Native Salmonid Conservation Facility-Usk, Kuna WWTP, Filer WWTP, Nampa WWTP, Boise WWTP, Hailey WWTP, Anheuser Busch WWTP, American falls WWTP, Garden City SCADA Upgrade
- References:

Greg Sattler

Water Reclamation Facility Chief
Operator
Liberty Lake WWTP

Bob Ulrich

Capital Project Manager
Honeywell
Spokane

Aaron Roberts

WWTP Operator
Liberty Lake WWTP



RFP No 24-3400-1



gsattler@libertylake.org
509-368-4593

Bob.ulrich@honeywell.com
509-995-8006

aroberts@libertylake.org
509-506-0308

Ronald Brossart

- Contact Information:
 - 509-993-1348
 - rbrossart@beelectricinc.com
- Background: Construction Manager, Project Manager, I & C Manager
- Qualifications:
 - University of North Dakota – Electrical Engineering
 - Allen Bradley Control Logix Systems
 - Wonderware HMI Software
 - Rockwell Factory Talk-view HMI Software
 - Rockwell Startup & Warranty Extension Certification
- Certifications:
 - Master Electrician (Washington and Idaho)
 - UL508A
- Experience: Native Salmonid Conservation Facility Usk, Riverside Park Water Reclamation facility-Spokane, Liberty Lake WWTP, Clarkston WWTP, Twin Rivers Burbot/Sturgeon Hatchery, Moab Scada Control System.
- References:

Chris Peterschmidt
Water Systems Engineer
City of Spokane
Riverside Park Water Reclamation Facility
cpeterschmidt@spokanecity.org
509-625-4618 (office)
509-939-7973 (cell)

Grady Weisz
Principal Engineer
Century West Engineering
102 S Euclid Ave, Suite 107
Sandpoint, ID 83864
gweisz@centurywest.com
208-417-2983 (office)

Lars Hendron
Principal Engineer
City of Spokane
Riverside Park Water Reclamation Facility
4401 N Aubrey L White Pkwy
Spokane, WA 99205
509-625-4600 (office)
lhendron@spokanecity.org

Branden Piper

- Contact Information:
 - 509-290-9181
 - bp@beelectricinc.com
- Background:
 - Electrical Foreman, I & C Foreman, Scada programmer, Journeyman electrician.
- Qualifications:
 - Allen Bradley Control, Compact, and MicroLogix Systems



RFP No 24-3400-1



- Rockwell Drive Systems
- Rockwell Factory Talk-view HMI Software
- Rockwell Startup & Warranty Extension Certification
- UL508A
- Certifications:
 - OSHA 30
 - Journeyman Electrician
- Experience:
 - Native Salmonid Conservation Facility Usk, Riverside Park Water Reclamation facility-Spokane, Liberty Lake WWTP, Clarkston WWTF, Twin Rivers Burbot/Sturgeon hatchery, MOAB SCADA Upgrade, Dover Water SCADA upgrade.
- References:

Mike Wade

-Water/Wastewater Manager
 -City of Dover, City of Laclede
 -Direct contact for all SCADA, I&C, and service work
 welderupnorth@gmail.com
 208-265-4270 (office)
 208-290-1562 (cell)

Sharmon Morris

COO NWParks, LLC.
 -Direct contact for all Water/Wastewater Projects and service across WA.
 Sharmon@nwparkslc.com
 425-864-0721 (cell)

Jose Valenzuela

Hatchery Manager
 Kootenai Tribe of Indians
 -Direct contact for all I&C, SCADA, Service work.
 208-304-5527 (cell)

Management Approach

The overall approach for this project will be giving the City of Sandpoint the most optimal solution while being good stewards of the funds available. B&E Electric is committed to a fiduciary responsibility for the city by keeping the project within the allotted budget by looking for the most cost effective, yet productive solutions, to some of the unique challenges presented during the site walk. B&E Electric will leverage our expertise to standardize the overall project process, resulting in ease of use and minimizing the cost of future growth or repairs.

B&E Electric will be utilizing our long-standing partnership with Rockwell/Allen Bradley by employing their components, software, and expertise throughout the entire project. Our partnership with Rockwell will be a significant advantage for this project, considering that the City of Sandpoint is currently using Rockwell software. This partnership will provide a monetarily efficient, robust, and somewhat seamless transition, especially when we consider some of the hardware swaps for other options within the Rockwell family. This flexibility is also significant when we consider security features that will come with the upgrades, helping to keep the City of Sandpoint safe during the current landscape as it pertains to cyber security and terrorist threats.



RFP No 24-3400-1



The overall project should take into consideration any impact it may have on the community based on the time of year, flow demand, and ability to handle each phase of the project. Additionally, every location and PLC will have a Construction Impact on Plant Operations (CIPO) form filed. The CIPO will be a collaborative approach with the City of Sandpoint, plant operators, and B&E Electric. This joint approach will help ensure that all risks are identified, and proper contingency plans are in place, before any work begins. The CIPO process also ensures a successful swap of any PLC, or Software upgrades prior to installation of any component. An additional stop gap measure will be to ensure all control panels, PLC's, and Software Conversions are FAT tested prior to arriving onsite. This FAT testing will take place at B&E Electric's UL 508A lab, in Liberty Lake WA.

As we consider the phases of the project, the initial, and most critical, will be the discovery phase. As identified during the site walk, there are a decent number of unknowns. At a high-level, our discovery phase will include the following:

1. Obtain all spec sheets, O+M's, drawings.
2. Upload and archive existing PLC programs/SCADA and Clients.
3. Network mapping, IP logging, routing.
4. Verify I/O at each PLC location.
5. Verify site to site communication and speed requirements for data transfer.
6. Determine final size, and necessary features, of control cabinets for lift stations to meet standardization requirements.
7. Rockwell Software audit – Consolidate licensing and remove unnecessary programs/licensing and costs

The next phase of the project will be to partner with the City of Sandpoint to design the necessary communications between PLC's and site-site, based on the City of Sandpoint's input. A key component of this phase will be the redundant communication options to avoid communication failures. In parallel to the communication design process, the control drawings and control panel drawings will be underway. The design process will leverage CAD for all drawings. The control panels will all be built at B&E Electric's UL 508A shop in Liberty Lake WA.

The next step will include identifying and confirming availability of all materials, flow demand, and driving to a finalized project timeline with all key stakeholders. Weekly project meetings, along with status reports, will be stood up as a necessary part of our overall success. These weekly meetings, and status reports, will be instrumental in driving our overall success of this project. Key stakeholders from the City of Sandpoint, Plant Operations, and B&E Electric will be in attendance at all of these meetings.

The project team will use Procore to manage the overall project. Procore is an online software platform, used across countless industries, that enables the team to share large files, track job progress, view submittals and O+M's, monitor key milestones, schedule concerns,



RFP No 24-3400-1



resource allocation, financials/budget tracking, and communications. This software will enable all key stakeholders the ability to view the project status 24/7, from anywhere.

Related Project Experience

Native Salmonid Conservation Facility (Usk, WA) 2023

This facility is intended to help recover the Cut-Throat population of the Pend O'reille river, through the use of ground and surface water sources, in conjunction with various levels of water treatment. B&E Electric was responsible for programming and implementing a complete SCADA system. This included fiber and copper network installation and certification with redundant self-healing DLR Network topology.

- Ron – General Foreman, SCADA developer
- Branden – Foreman, SCADA integrator
- Matt – Project Manager

Riverside Park Water Reclamation Facility NLT Project (Spokane, WA) 2022

B&E Electric is part of the Joint Venture managing Spokane's largest construction project and serves as its primary electrical and controls contractor. The project is a major plant upgrade, including plant-wide SCADA controls upgrades and a new membrane filtration system that is designed to treat an average wastewater flow of 50 million gallons a day.

- Ron – General Foreman, Electrical and I & C Coordinator
- Branden – Foreman, Electrical and I & C Installation

Liberty Lake Wastewater Treatment Plant (Liberty Lake, WA) 2023

Instrumentation upgrade, including flow meters and level transducers.

- Branden – Foreman, SCADA integrator
- Matt – Project Manager

Town of Lone Water System Treatment Improvements (lone, WA) 2023

This project included a new headworks facility with screening and a septage dumping station, as well as new aerators. Our improved design allowed the owner to benefit from the ability to upload values from the septage control system. SCADA and instrumentation service, to include troubleshooting and repair, of the Freshwater Treatment Facility.



RFP No 24-3400-1



- Branden – Foreman, SCADA integrator

Lapwai Valley Regional Wastewater Facility (Lapwai, ID) 2023

This facility was a lagoon treatment system that was converted into a new immersed membrane water treatment system for the city. In this complete build of a brand new plant, we performed extensive control work to facilitate the installation of the membrane system.

- Ron – Electrical & I & C Foreman.

City of Dover Wastewater Treatment Plant (Dover, ID) 2023

We negotiated this immersed membrane facility provided by GE Water Systems, helping the city to achieve its goal well within budget. We implemented the control systems for this project. WWTP SCADA upgrade included firmware and communication components. WTP enhancements included PLC replacement, HMI development, and instrumentation upgrades. Server side implementation for data logging and alarming.

- Ron – General Foreman, SCADA Manager
- Branden – Foreman, SCADA integrator

Twin Rivers Burbot / Sturgeon Hatchery (Kootenai Tribe, Bonners Ferry, ID) 2024

SCADA upgrade that included new HMI stations, new drives, pump controls, and software/firmware upgrades.

- Ron – General Foreman, Electrical & I & C.
- Branden – Foreman, SCADA integrator

MOAB irrigation district (Newman Lake, WA) 2023

SCADA upgrade for ground well.

- Ron – General Foreman, Electrical & I & C.
- Branden – Foreman, SCADA integrator

Columbia Sun (Kennewick, WA) 2023

Complete SCADA replacement that included upgrading of instrumentation, hardware, and software.

- Branden – Project Manager, Foreman, SCADA integrator & developer

**EXHIBIT A
PRICE FORM**

PRICE RECIPIENT

This Price is submitted to:

City of Sandpoint
1123 Lake Street
Sandpoint, ID 83864

The undersigned Respondent proposes and agrees, if this Price is accepted, to enter into a Professional Services Agreement with City in the form as outlined in this Request for proposals in Attachment A, Sample Agreement to perform all Work as specified or indicated in the Request for Proposals for the prices and within the times indicated in this Price and in accordance with the other terms and conditions of the Request for Proposals.

RESPONDENT'S ACKNOWLEDGEMENTS

Respondent accepts all of the terms and conditions of the Request for Proposals No. 24-3400-1. This Price will remain subject to acceptance for 30 days after the Price opening, or for such longer period of time that Respondent may agree to in writing upon request of City.

RESPONDENT'S REPRESENTATIONS

In submitting this Price, Respondent represents that:

Respondent has examined and carefully studied the Request for Proposals, other related data identified in the Request for Proposals, and the following Addenda, receipt of which is hereby acknowledged:

<u>Addendum No.</u>	<u>Addendum Date</u>
Addendum No.1	January 24, 2024
Addendum No. 2	January 30, 2024
_____	_____
_____	_____

Respondent is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

Respondent has considered the information known to Respondent; information commonly known to Vendors doing business in the locality of the Site;; the Request for Proposals; and the Site-related reports and drawings identified in the Request for Proposals, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of process to be employed by Respondent, including applying the specific means, methods, techniques, sequences, and

procedures of process expressly required by the Request for Proposals; and (3) Respondent's safety precautions and programs.

Based on the information and observations referred to in Paragraph 3.01.D above, Respondent does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary

for the determination of this Price for performance of the Work at the price(s) and within the times required, and in accordance with the other terms and conditions of the Request for Proposals.

Respondent is aware of the general nature of work to be performed by City and others at the Site that relates to the Work as indicated in the Request for Proposals.

Respondent has given City written notice of all conflicts, errors, ambiguities, and discrepancies that Respondent has discovered in the Request for Proposals, and the written resolution thereof by City is acceptable to Respondent and Respondent has included all necessary assumptions in the Proposal.

The Request for Proposals are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Price is submitted.

RESPONDENT'S CERTIFICATION

Respondent certifies that:

This Price is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive Purchase Agreement or rules of any group, association, organization, or corporation;

Respondent has not directly or indirectly induced or solicited any other Respondent to submit a false Price;

Respondent has not solicited or induced any individual or entity to refrain from proposing; and

Respondent has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Purchase Agreement. For the purposes of this Paragraph 4.01.D:

"corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the Proposing process;

"fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the Proposing process to the detriment of City, (b) to establish Price prices at artificial noncompetitive levels, or (c) to deprive City of the benefits of free and open competition;

"collusive practice" means a scheme or arrangement between two or more Respondents, with or without the knowledge of City, a purpose of which is to establish prices at artificial, noncompetitive levels; and

"coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the Proposing process or affect the execution of the Purchase Agreement.

BASIS OF PRICE

Respondent provide a functionally complete Project in accordance with the Request for Proposals for the following Not to exceed price:

\$ 1,296,505 NOT TO EXCEED

RESPONDENT SHALL SUBMIT HOURLY FEE SCHEDULE WITH THIS PROPOSAL INCLUDING ANY ASSUMPTIONS

TIME OF COMPLETION


Respondent agrees to deliver the Project in accordance with the Request for Proposals.

PRICE SUBMITTAL

6.01 This Price is submitted by:

Corporation Name: B&E Electric

State c ashington
Type (Professional, Service, Limited Liability): Corporation

By: 
(signature -- attach evidence of authority to sign)

Name (typed or printed): Patrick Oens

Title: President

(CORPORATE SEAL)

Attest _____

Respondent's Business Address: 2211 N. Madson Rd. Liberty Lake, WA 99019

Phone No: 509-927-9350

E-mail: info@beelectricinc.com

SUBMITTED on February 6, 2024.

SANDPOINT MATERIAL

WASTEWATER

Location	Material	Labor
LCP-1		
	\$10,257.82	\$11,662.00
LCP-3		
	\$10,909.69	\$11,662.00
LCP-4		
	\$8,820.27	\$11,662.00
LCP-6		
	\$11,322.77	\$11,662.00
LCP-8		
	\$8,755.72	\$11,662.00
LCP-9		
	\$8,507.24	\$11,662.00
LCP-10		
	\$7,357.75	\$11,662.00
BAND SCREEN		
	\$10,538.81	\$11,662.00
ROTARY SCREEN		
	\$1,659.22	\$11,662.00
SPARES		
	\$2,773.34	
Wastewater System Grand Totals:	Material	Labor
	\$80,902.63	\$104,958.00

WATER TREATMENT

Location	Material	Labor
BUILDING 10		
	\$7,709.76	\$3,332.00
BUILDING 30		
	\$6,622.62	\$3,332.00
SAND CREEK		
	\$27,185.88	\$11,328.80
WOODLAND BOOSTER		
	\$1,303.15	\$11,328.80
SPARES		
	\$11,846.06	
Water System Grand Totals:	Material	Labor
	\$54,667.47	\$29,321.60

LIFT STATIONS

Description	Ext Net	Labor
SANDCREEK		
	\$33,059.22	\$3,998.40
COTTONWOOD		
	\$31,750.22	\$3,998.40
SPRINGCREEK		
	\$31,750.22	\$3,998.40
CEDARS		
	\$31,750.22	\$3,998.40
NORTH BOYER		
	\$33,654.22	\$3,998.40
TIMBERLINE		
	\$31,750.22	\$3,998.40
FISHBACK		
	\$31,750.22	\$3,998.40
SILVERWINGS		
	\$33,059.22	\$3,998.40
HICKORY GLEN		
	\$33,059.22	\$3,998.40
BRISTLE CONE		
	\$31,750.22	\$3,998.40
PINE STREET		
	\$31,750.22	\$3,998.40
NORTHVIEW		
	\$31,750.22	\$3,998.40
WESTWOOD		
	\$31,750.22	\$3,998.40
SOUTH BOYER		
	\$37,058.15	\$4,664.80
SEASONS		
	\$33,059.22	\$3,998.40
PAWNSHOP		
	\$33,059.22	\$3,998.40
UNIVERSITY		
	\$31,750.22	\$3,998.40
EXXON		
	\$33,654.22	\$3,998.40
CITY BEACH		
	\$33,654.22	\$3,998.40
PROGRAMMING/ADMIN		
		\$27,655.60
SPARES		
	\$1,983.73	
Lift Station Grand Totals:	Material	Labor
	\$622,802.90	\$104,291.60

SOFTWARE

		Material	Labor
Software Grand Total:		Material	Labor
		\$96,824.35	\$153,272.00

ADMINISTRATION

		Admin
Administration Grand Total:		Admin
		\$68,484.00