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**CITY OF SANTA PAULA  
RECEIVED MON 07/03/2017**

## PROPOSALS FOR IT PROFESSIONAL SERVICES

The staff of E.D.G.E. Technologies LLC (E.D.G.E.) would like to thank you this opportunity to work with The City of Santa Paula. We are delighted to have you as a customer. Your business is very important to us and your satisfaction is our top priority. Should you have any questions with regard to this document, please contact your project manager. We will be happy to assist you.

<b>Document ID#:</b>	Q061617-EW_SP	
<b>Document Date:</b>	June 6, 2017	
<b>Customer Name:</b>	City of Santa Paula Water Division	
<b>Customer Contact:</b>	Sam Hutton	(805) 297-5846
<b>Project Manager:</b>	Edward West	(360) 820-2400 Mobile
<b>Subject:</b>	SCADA SERVER UPGRADE	

## SUMMARY

### Summary Background

The City of Santa Paula's Water Division (The City) is making upgrades to its SCADA network infrastructure and currently is running on an end of life server and software that needs to be upgraded. The risk with the current system is if the server was to fail, the existing software would not be able to run on the new hardware and would need to be upgraded. That would mean a significant amount of down time. By upgrading the hardware and software on the new device, the migration of the system is fairly transparent with no down time. This project upgrades the server to be compatible with the new PLC upgrades that are now taking place. This proposal does not include modification of the screens and current visual layout.

### Project Phase: SCADA SERVER UPGRADE

**Project Description:** Install new SCADA SERVER and install all software required to run the City's SCADA management programs.

- Install hardware
- **Install Windows Server 2016\*\***
- Install iFIX SCADA management software
- Migrate system into production
- Retire old server

**Project Priority:** High

**Project Budget:** \$39,738.39

- Hardware- \$2750.35
- Software- \$25,698.75
- Sales Tax-\$2489.30
- Labor- \$8800.00

**\*\*NOTE\*\* WINDOWS 2016 SERVER LICENSING AND SOFTWARE TO BE PROVIDED BY CITY IT DEPARTMENT**

QUOTE: Q061617-EW\_SP ACCEPTED BY:            (INITIAL)

## TERMS

Hardware and Software are to be prepaid.  
Labor is due upon completion.

Please make check payable to:  
E.D.G.E. Technologies LLC  
256 Camino Cortina  
Camarillo, CA 93010

## OTHER TERMS

### *Engagement Agreement*

During the course of its work, customers often request modifications, or changes to the work outside the scope of this agreement. **Customer Contact** has been assigned as the only authorized agent from Customer to authorize such work to be performed. In the event that Customer Contact, or his designee, request any labor to be performed outside the scope of this agreement, Customer agrees to pay the standard labor rates of \$150 per hour for consulting, repairs, or changes to the project along with the cost of materials associated to the requested changes.

### *ASSIGNMENT*

Customer may not assign or transfer this Contract without the prior written consent of E.D.G.E.

### *AMENDMENT*

This Contract may be modified or amended in writing, if the writing is signed by the party obligated under the amendment. Additional components may be added for coverage or components may be removed from coverage either party. Requests for changes will be submitted in writing to the other party.

### *ENTIRE AGREEMENT*

This Contract contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written concerning the subject matter of this Contract. This Contract supersedes any prior written or oral agreements between the parties.

### *SEVERABILITY*

If any provision of this Contract will be held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision of this Contract is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.

### *TERMS FOR CREDIT.*

Prior to the beginning of any sale, E.D.G.E. notifies CUSTOMER of any and all charges related to CUSTOMER'S purchase. An invoice was provided to the CUSTOMER upon completion of the sale, either by mail or in electronic format, and identified the total balance due for CUSTOMER's purchase. CUSTOMER agreed to pay all charges for any products and / or services supplied to CUSTOMER by E.D.G.E. ON OR BEFORE THE "DATE DUE" as specified on the invoice.

ANY INVOICE THAT IS 15 DAYS PAST DUE IS DELINQUENT.

A LATE FEE WILL BE ASSESSED TO ALL DELINQUENT INVOICES ON THE DAY OF THEIR DELINQUENCY. ADDITIONAL LATE FEES WILL BE ASSESSED EVERY 30 DAYS THEREAFTER.

INTEREST WILL BE CHARGED ON THE PRINCIPAL EVERY 30 DAYS FROM FIRST DELINQUENCY AT THE RATE OF 9.5%.

LATE FEES: \$50 + 10% OF THE VALUE OF THE DELINQUENT INVOICE.

Returned Check Charges: \$35 per check. Returned checks not paid within 30 days will be forwarded to the district attorney's office and assessed a \$500 penalty.

Q061617-EW\_SP ACCEPTED BY

\_\_\_\_\_  
PRINT NAME

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

QUOTE: Q061617-EW\_SP ACCEPTED BY:            (INITIAL)