

# Olivehurst Public Utility District



## Agenda Item Staff Report

Meeting Date: 03/19/2026

### Item description/summary:

***Consider approving budget up to \$15,000 for AIC to conduct SCADA system evaluation and recommended implementation + integration.***

To ensure the highest value to OPUD, staff elected to receive proposals from qualified firms to provide professional services to maintain and improve the SCADA system for the water department. AIC had more competitive pricing than the previous firm and were equally qualified. OPUD staff is prepared to issue the MSA and the first task order as follows.

#### Task Orders

1. The first task order, AIC Task Order 2026-1, Exhibit A, provides a \$15,000 budget for AIC to be available for as-needed or on-call OPUD SCADA needs as well for AIC to gain familiarity with the existing SCADA system so they can provide the highest value to OPUD. Services under this order will be as requested and directed by the designated project manager.

Note, the first task order will allow them to go evaluate and then come back to the board for any improvements (if any)

### Fiscal Analysis:

Up to \$15,000 for SCADA efforts for system evaluation and recommended implementations

### Employee Feedback

N/A

### Sample Motion:

Approval for a task order to not exceed \$15,000 for AIC to do a system evaluation and recommended implementation + integration.

Prepared by:

Swarnjit Boyal, Public Works Manager

# **EXHIBIT A – TASK ORDER 1**

## **TECHNICAL MEMORANDUM**

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To: Swarnjit Boyal – Public Works Engineer  
From: Jim DeHart, Affinity Engineering Inc.  
Cc: Virgil Willard – Water Department Operations Manager  
Subject: OPUD Water Department SCADA MSA and Task Order 2026-1  
Date: February 25, 2026

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At the December 2025 board meeting, Olivehurst Public Utility District's (OPUD's) board selected Advanced Integration and Controls (AIC) as the most qualified firm to provide supervisory control and data acquisition (SCADA) services to OPUD's water department. To contract with AIC, attached are the MSA (Exhibit A attached) and their first Task Order 2026-1 (Exhibit B) which have been signed by AIC and require approval by OPUD's board to be signed by OPUD. Affinity recommends that the Board approve both the MSA and Task Order.

The MSA establishes the contract under which AIC will provide SCADA services and a framework for issuing task orders to control scope and budget for the services provided.

AIC Task Order 2026-1 will provide a budget for AIC to perform an evaluation of the existing water department's SCADA system. This evaluation will include:

- Meeting with OPUD staff and coordinating with Affinity Engineering (Affinity) to gain an understanding of SCADA needs and priorities.
- Meeting with OPUD's contracted Chief Technology Officer (Adept Solutions) to discuss SCADA connectivity, hardware, and security.
- Reviewing SCADA hardware and software, establishing remote access for future support, and creating system backups to protect operational data.
- Providing a finding and recommendation report for subsequent task orders.

**MASTER SERVICE AGREEMENT**

This Agreement is entered into on this day, \_\_\_\_\_, by the Olivehurst Public Utility Inc. District (OPUD) and Advanced Integration and Controls (AIC).

This Master Service Agreement (MSA) enables OPUD to authorize AIC to provide services to OPUD under individual Task Orders in accordance with the Terms and Conditions set forth herein. The following sections describe Task Orders and set forth the Terms and Conditions for this MSA.

**Task Orders**

A Task Order signed by OPUD authorizes AIC to provide services to OPUD. A sample Task Order is included as Exhibit A of this MSA. Each Task Order consists of nine sections: 1) Subject, 2) Reference, 3) Special Conditions, 4) Project Information, 5) Subconsultants, 6) Scope of Service, 7) Proposed Schedule, 8) Compensation, and 9) Signatures. The following descriptions clarify the purpose of each section.

1. Subject

This section provides a brief description of the services to be provided under the Task Order.

2. Reference

This section explicitly references the MSA. The Terms and Conditions of the MSA are also explicitly included except for modifications listed under Special Conditions.

3. Special Conditions

This section lists any conditions that supplement, modify, or completely replace portions of the Terms and Conditions set forth in the MSA.

4. Project Information

Project information may include relevant data, a description of the purpose of the Task Order, or any other background information that may be useful for completing the services to be provided.

5. Subconsultants

This section lists any subconsultants to be hired by AIC to complete the Task Order.

6. Scope of Service

This section lists the services to be provided by AIC to OPUD under the Task Order. The Scope of Service will also list any meetings with OPUD and the deliverables.

7. Schedule

This section presents a proposed schedule for completing the Task Order. The proposed schedule will include dates for meetings and deliverables.

8. Compensation

This section presents the Total Estimated Fee for completing the Task Order. The nature of the compensation ("Time and Materials, Not to Exceed" or "Lump Sum") will be indicated. A breakdown of the costs will be provided for AIC's labor hours and cost per individual, reimbursable expenses, and subconsultant fees (if any).

9. Signatures

The signature, printed name, title and the date signed by an officer of AIC and an authorized signatory of OPUD will be included in this section to signify acceptance of the Task Order by AIC and Authorization to Proceed with the services to be provided under the Task Order by OPUD.

**Terms and Conditions**

1. This agreement shall be binding upon the heirs, executors, administrators, successors and assigns of OPUD and AIC.
2. This agreement shall not be assigned by either OPUD or AIC without the prior written consent of the other.
3. AIC shall not provide services under this agreement without prior written consent from OPUD in the form of signed Task Orders as defined in this agreement. All services shall be provided in accordance with the Terms and Conditions set forth herein, Special Conditions identified in a Task Order, or as directed by OPUD.
4. AIC shall not provide services outside the Task Order Scope of Service without prior written consent from OPUD of the additional services in the form of a signed Task Order Amendment unless otherwise directed by OPUD.
5. AIC may use the services of subconsultants as identified in Task Orders or as directed by OPUD.
6. AIC shall not exceed the estimated fee for a Task Order with "Time and Materials, Not to Exceed" compensation without prior written consent from OPUD unless otherwise directed by OPUD.
7. AIC shall notify OPUD whenever circumstances arise that affect the proposed schedule.
8. The labor billing rate shall be per the rate schedule provided by AIC for each task.
9. Reimbursable expenses are non-labor expenses incurred by AIC through providing services under this agreement; reimbursable expenses shall be billed to OPUD with a 15% mark up. Mileage shall be billed to OPUD at the IRS published rate with a 15% mark up. Subconsultant fees shall be billed to OPUD with a 15% markup.
10. AIC shall invoice OPUD for individual Task Orders as they are completed. OPUD shall release payment to AIC within 45 days of

receipt of the invoice.

11. Any prior agreements, promises, negotiations or representations not expressly set forth in this agreement are of no force or effect. Subsequent modifications to this agreement shall be in writing and signed by both OPUD and AIC.
12. This agreement shall be governed by, and construed in accordance with, the laws of the State of California.
13. AIC shall provide services under this agreement as an independent contractor in accordance with generally accepted standards of professional practice in effect at the time the services were provided.
14. Before any services are provided under this agreement, AIC shall procure and maintain in effect insurance coverage in amounts not less than set forth below.

- a. Workers' compensation and Employer's Liability: as required by the laws of the State of California.
- b. General Liability: commercial general liability insurance for personal and bodily injury, including death and property damage, on an occurrence basis, in the amount of \$2,000,000 combined single limit each occurrence and in aggregate.
- c. Automobile Liability: automobile liability for personal and bodily injury, including death and property damage, in the amount of \$5,000,000 for each accident.
- d. Cyber Liability: cyber liability insurance in the amount of \$2,000,000 combined single limit each occurrence and annual aggregate.
- e. Carrier rating: AM Best rating of A- VII or equivalent

AIC shall provide a certificate of insurance evidencing coverage required above. The certificate shall provide that the coverage afforded shall not be cancelled or ordered reduced by AIC, except with at least thirty (30) days' prior written notice to OPUD. Should this occur, AIC shall procure and furnish to OPUD prior to such effective date new certificates conforming to the above coverage requirements. AIC shall not have the right to receive any payment under this agreement until all insurance certificates are received by OPUD.

15. AIC agrees to indemnify and hold harmless OPUD, its officers, directors and employees from and against all claims, losses, demands, damages or costs, including attorneys' fees, arising from the negligent acts, errors or omissions of AIC, its officers, directors and employees, or anyone for whom AIC is legally liable, arising out of the performance of this agreement.

OPUD agrees to indemnify and hold harmless AIC, its officers, directors and employees from and against all claims, losses, demands, damages or costs, including attorneys' fees, arising from the negligent acts, errors or

- omissions of OPUD, its officers, directors and employees, or anyone for whom OPUD is legally liable, arising out of the performance of this agreement.
16. OPUD may terminate an individual Task Order or this MSA (including all Task Orders) without cause with written notice a minimum of seven (7) calendar days advance notice. Within seven (7) calendar days of termination, AIC shall submit its final invoice to recover labor costs and reimbursable expenses incurred up to the date termination. OPUD shall release payment to AIC within 45 days of receipt of the invoice.
  17. In the event of litigation between OPUD and AIC arising from or related to non-construction services provided under this agreement, the prevailing party will be entitled to recovery of all reasonable costs incurred, including staff time, court costs, attorneys' fees and other related expenses.
  18. If any provision of this agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall remain in full force and effect and are binding on OPUD and AIC.
  19. In providing opinions of probable construction cost, OPUD understands that AIC has no control over the cost or availability of labor, equipment or materials, or over market conditions or the Contractor's method of pricing, and that AIC's opinions of probable construction costs are made on the basis of AIC's professional judgment and experience. AIC makes no warranty, express, or implied that the bids or the negotiated cost of the Work will not vary from AIC's opinion of probable construction cost.
  20. All certifications of documents or any other instruments of service created by AIC shall be voided in the event OPUD, OPUD's contractors, or anyone for whom OPUD is legally liable makes or permits to be made any changes to such documents or instruments of service without obtaining AIC's prior written consent. OPUD shall assume full responsibility for the changes and shall indemnify and hold harmless AIC from any liabilities resulting directly or indirectly from such changes.
  21. No AIC employee, subconsultant, or anyone for whom AIC is legally liable shall have the authority to control or direct any construction activity, job site, contractor, or anyone for whom a contractor is legally liable with regard to means and methods, safety or scope of contractor's work. OPUD agrees that construction contractors shall be solely responsible for job site safety, and that this intent shall be carried out in OPUD's contracts. OPUD agrees that AIC's employees, subconsultants, or anyone for whom AIC is legally liable shall be indemnified by any contractor providing work in connection with the services provided by AIC under this MSA and that AIC shall be named an additional insured under the General Contractor's policies of general liability insurance.

Master Service Agreement between AIC and OPUD

IN WITNESS WHEREOF, the parties hereby execute this MSA upon the terms and conditions stated above.

**Olivehurst Public Utility District**

**AIC Inc.**

Signature: \_\_\_\_\_

Signature:  \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: Shain Thomas

Title: \_\_\_\_\_

Title: CEO

Date: \_\_\_\_\_

Date: 2/3/26

**AIC TASK ORDER 2026-01**

This Task Order is entered into on this day, **February 19<sup>th</sup>, 2026**, by Olivehurst Public Utility District (OPUD) and AIC, Inc. (AIC).

For reference, this Task Order is assigned the name: AIC Task Order 2026-01.

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| 1. | Subject<br><b>SCADA Evaluation</b>   |
| 2. | Reference<br>This Task Order, when signed by OPUD, serves as authorization for AIC to provide the services described herein to the OPUD in accordance with the Master Service Agreement (MSA) entered into by both parties on <b>February 3, 2026</b> . The services provided under this Task Order shall be in accordance with the Terms and Conditions set forth in the MSA except as modified by Special Conditions listed in this Task Order.  |
| 3. | Special Conditions<br>The services and rates provided shall be per AIC's scope of work in Attachment A as requested by OPUD's General Manager. All services provided shall be charged per the AIC billing schedule in Attachment B.  |
| 4. | Project Information<br>It is necessary for their role as OPUD's Supervisory Control and Data Acquisition (SCADA) consultant for AIC to meet with OPUD operators, meet with OPUD's information technology consultant (Adept Solutions), review the existing SCADA system hardware and software. Services such as, as needed, or on-call needs will be defined within a future Task Order. Specific services and larger effort services will be defined and executed under separate task orders and scheduled accordingly. |
| 5. | Sub-consultants<br>None.   |
| 6. | Scope of Services<br>AIC will provide SCADA services to OPUD per the scope of work described in Attachment A.  |
| 7. | Schedule<br>Once Task Order <b>2026-01</b> is signed by both parties, AIC's Project Manager will coordinate with OPUD to schedule the needed time and resources to perform the work identified in item 6, "Scope of Services".   |
| 8. | Compensation<br>Services under this Task Order shall be provided as:   |



**Attachment A****Scope of Work**

System familiarization is a critical front-end effort needed for AIC staff to effectively support OPUDs SCADA/Controls System and the operations team. This Task Order, 2026-01 provides both AIC and OPUD the opportunity to establish a baseline understanding of the SCADA system as well as the operation team needs.

The following are the scope of services that AIC will perform as part of this task order:

As requested, and directed by OPUD, AIC will provide the following services.

1. Meet with Jim Carson of Affinity Engineering, project engineer, and OPUD staff to discuss SCADA needs.
2. Meet with OPUD's information technology (IT) consultant, Adept Solutions, to discuss SCADA connectivity, hardware, and security.
3. Review SCADA hardware and software to gain familiarity with OPUD's existing SCADA implementation.
4. AIC to establish remote access to the system for future support efforts.
5. AIC to collect necessary system backups and documentation of the SCADA system.
6. AIC to provide OPUD with a findings and recommendation report.

As a result of services provided under this task order, additional task orders will be created for AIC to provide specific or large quantity services.