



Aqua Sierra Controls, Inc.
13265 Bill Francis Drive, Auburn, CA 95603
Cell (530) 305-3390 Office (530) 823-3241
jlane@aquasierra.com www.aquasierra.com
CA Contractors License A, C-10 474023
CA Small Business Certification #1162
CA DIR #1000003631

SCADA & PLC Programming – UL508A Panel Shop – MCCs & Switchboards NIST Traceable Instrument Calibrations & Maintenance

Spalding CSD

Attention: Mr. Mike Garcia
Phone: 530-417-2940
Email: generalmanager@spaldingcsd.org

Subject: Proposal & Scope of Work
Project: SCADA System Upgrade

Proposal # QJ10023
September 18, 2026

Mr. Garcia,

The following is our scope of work and proposal for the SCADA system, programming and installation services for the SCADA System Project. Our proposal is good for (60) sixty days. It is assumed that the district will provide a workstation to install the new SCADA software on. It is understood that the district will provide lodging.

SCADA Software

- VT SCADA 1000 Tag Development / Runtime with Datasharing to 3rd Party Systems
- VT SCADA Alarm Notification Email, SMS, Voice

Scope of Work

- Submittals (digital copy)
- Build of materials
- Install new SCADA software on customer provided workstation.
- SCADA programming
- Startup services
- Field acceptance testing
- Operations and maintenance manuals (digital copy)
- Operator training
- Troubleshoot communications at lift station #3 and repair if possible while onsite.

Proposal Total \$34,518.00 (Cash, Check, ACH, Wire Transfer)

Included

- Shipping and handling
- Sales tax
- Travel and mileage
- Meals
- Prevailing wage rates
- Tariffs

Exclusions

- Items not in our scope of work
- Specialty insurance beyond our standard five million dollars coverage
- Bonds, fees or permits
- Union requirements or signatories
- Third party testing
- Confined space entry
- Cancellation of a project after award may incur restocking fees.
- Due to recent tariff changes all products incurring a tariff will result in an increase passthrough to the customer regardless of proposal pricing.
- NETA testing
- Power studies, arc flash study, arc flash stickers or short circuit analysis
- Junction boxes or j boxes other than specifically listed in our proposal
- Interconnect drawings
- Drawings
- Hotels, lodging

Please let me know if you have any questions.

Thank you,

Josh Lane, President



TERMS AND CONDITIONS OF SALE

The Terms and Conditions of Sale set forth herein, and Supplements that may be attached hereto, constitute the full and final expression of the contract of equipment or services as described in the quotation between AQUA SIERRA CONTROLS, INC. (herein referred to as Seller) and the Buyer and supersedes all prior quotations, purchase orders, correspondence or communication whether written or oral between the seller, and the Buyer. Notwithstanding any contrary language in the Buyer's purchase order or other acceptance, Buyer shall be bound by these Terms and Conditions of Sale when it returns its purchase order or otherwise indicates acceptance of this contract, or when it accepts delivery from Seller of the Equipment or Service. ACCEPTANCE OF THE CONTRACT IS EXPRESSLY LIMITED TO ACCEPTANCE OF THESE TERMS AND CONDITIONS OF SALE STATED HEREIN AND ANY ADDITIONAL OR DIFFERENT TERMS PROPOSED BY BUYER ARE REJECTED UNLESS EXPRESSLY AGREED TO IN WRITING BY THE OFFICER OF THE SELLER. No contract shall exist except as herein provided. No statement, representation or warranty not contained herein shall be binding on the Seller unless made in writing by an officer or other authorized representative of the Seller. Prior dealings, usage of the trade or a course of performance shall not be relevant to determine the meaning of this agreement even through the accepting or acquiescing party had knowledge of the nature of the performance and opportunity for objection. Whenever a term defined by the Uniform Commercial Code is used herein, the definition contained in the Code shall be controlled.

ORDERS

All orders, where Equipment or Services are to be supplied for a specific order, are received subject to acceptance by an authorized representative of Seller. All orders must be firm commitments giving complete item description, including prices, quantity, installation, and shipping requirements. Typographical and clerical errors in quotations, orders and acknowledgments are subject to correction.

PRICES

Written quotations expire thirty (30) calendar days from the date of quotation unless withdrawn sooner. Verbal quotations expire twenty-four (24) hours after they are made. Prices on an Order requesting shipment or performance longer than three (3) months from date of order, and "Held" orders which are not released in time to be shipped or performed in three (3) months, may be revised at the option of Seller. Any increase in Seller's costs associated with the imposition of new tariffs after the date of quotation may be passed through to Buyer.

CREDIT

Buyers not having established credit ratings with Seller should send satisfactory credit information with first order or remit a certified check to avoid delay in filling orders.

MINIMUM BILLING

Orders for Service performed in Seller's Shop shall have a minimum billing time of two (2) hours. Orders for Service performed in the "field" or at the Buyer's place of business shall have a minimum billing time of four (4) hours. Billing time for Services performed away from Seller's Shop shall be determined on a "portal to portal" basis.

TERMS OF PAYMENT (SERVICE)

Terms of payment to Buyers with satisfactory credit at 1% cash discount for payment within 15 days of the date of the invoice and net invoice amount for payment net 30. Invoices will be submitted as partial shipments of equipment are made. Seller reserves the right at any time to require full or partial payment before proceeding with a contract of sale if, in its judgment, the financial condition of the Buyer shall not justify the terms of payment specified. If Buyer defaults when payment is due, then the whole contract price shall become due and payable upon demand, or Seller, at its option, without prejudice to other lawful remedies, may defer delivery and/or performance or cancel the contract of sale.

TERMS OF PAYMENT (CONSTRUCTION)

Terms of payment for major construction and automation projects based on satisfactory customer credit either by prior approved projects or by approved financial credit applications. Without prior credit approval, the customer must pay in advance only a 25% good faith deposit against equipment being purchased for any given project. The seller has the right to waive the deposit requirement. Otherwise, our terms for payment will follow the standard construction billing process based on per cent of project completion invoicing. Invoices will be submitted monthly or more frequently based on contract requirements for labor, parts and materials services delivered to the project site.

ACCELERATED OR DELAYED PAYMENT

There will be no reduction in price for payments more favorable to Seller than the standard terms. If payments are not made in conformance with standard terms, the quoted price shall, without prejudice to the right of Seller to immediate payment, be increased by an amount of interest equal to the highest legal rate per month or fraction thereof on the unpaid balance. Seller reserves the right to refer for collection sums not paid by Buyer within the herein stated Terms of Payment. In the event Seller chooses to refer unpaid sums for collection of said sums, collection costs include but are not limited to collection agency fees, process fees, attorney's fees and costs, and court costs as well as such other costs, that are directly related to collection.

SHIPMENT AND RISK OF LOSS

All shipments are F.O.B. the place of shipment. Risk of loss or damage to the Equipment shall pass to Buyer at the F.O.B. point unless the Seller specifically agrees otherwise in writing.

PACKAGING

The seller's price does not include the cost of packaging for shipment. Charges for standard packaging will be imposed plus any additional special packaging or marking performed at Buyer's request and agreed to by Seller. The cost of such items is determinable only upon completion and will appear as a separate item on Seller's invoice.

GENERAL TRANSPORTATION

Seller will prepay and add the cost of common carrier transportation charges as a separate item on Seller's invoice. Seller, in the absence of direction before the date of shipment, will select method of shipment of goods. If Buyer prefers a certain method or forwarding agent to handle the shipments, complete written instructions must be given. All claims for loss, breakage and damage (obvious or concealed) should be made to carriers, but Seller will render Buyer reasonable assistance in securing satisfactory adjustment of such claims. Claims for shortages or other errors must be made in writing to Seller within thirty (30) days after receipt of shipment. Failure to give notice shall constitute unqualified acceptance and a waiver of all such claims by Buyer.

SHIPPING AND PERFORMANCE SCHEDULES

When requested, Seller will establish estimated shipping and Service performance schedules as closely as practical in accordance with the Buyer's needs and will exercise diligence in meeting such estimated schedules. However, Seller will not be responsible for deviations in meeting shipping or Service performance schedules nor for any losses or damages to Buyer (or any third persons) whether occasioned by the deviations in performance or the non-performance of any of Seller's obligations under this contract, or loss of or damage to goods when caused directly or indirectly by or in any manner arising from strikes, secondary boycott, riots, wars, accidents, fires, floods, explosions, vandalism, government embargoes, priorities or regulations, transportation delays, shortages of labor, fuel, supplies, power transportation facilities, tooling capacity or similar or dissimilar causes, beyond Seller's control. Under no circumstances shall Seller have any liability for penalties or other consequential damages of any kind resulting in whole or in part from Seller's delay in delivering or failure to deliver, any Equipment or Service to Buyer as agreed. Should shipment of goods be held beyond scheduled date for the convenience of the Buyer, the Seller reserves the right to bill for said goods plus charges for warehousing, insurance, trucking and other expenses incidents to such delay.

TERMINATION AND ALTERATION

Order may be terminated by the Buyer only upon payment of reasonable charges based upon expenses already incurred and commitments made by Seller. Termination charges on completed items will be 100% of the selling price. Buyer at any time, by timely written notice, may request alteration of any order in any one or more of the following which will be accepted by Seller where feasible: (1) Drawings, designs or specifications, where the order calls for items to be specifically manufactured for the Buyer; (2) method of shipment or packing; and (3) place of delivery. If any such alteration causes an increase or decrease in the cost of, or the time required for the performance of any of the work under this contract, whether altered or not altered by Buyer's notice, an equitable adjustment shall be made in the contract price or delivery schedule, or both, and the contract shall be modified in writing accordingly. The buyer will provide written documentation of all changes affecting the contract order price in the form of change orders or additional purchase orders, prior to order shipment.

WARRANTIES

Equipment – The Seller warrants the Equipment covered by this agreement of Sale to be free from defects in material and workmanship under normal care and proper usage the shorter of: (1) one year from the date of shipment or installation whichever is earlier; or (2) the period of the warranty of the original equipment manufacturer, whichever is shorter. Warranty covers parts and the labor to repair the Equipment, but does not include the costs of travel, labor and expenses portal to portal to remove or replace the defective Equipment. This express warranty is in lieu of and excludes all other representations made by advertisements or by agents and all other warranties, both express and implied, except as specifically set forth herein. Seller warrants that the equipment sold is as described in the Agreement of Sale, but no promise, description, affirmation of fact, sample, model, or representation, oral or written, shall be deemed a part of the Agreement of Sale unless set forth therein or herein or are made in writing and signed by an authorized representative of Seller.

Seller, in connection with Equipment covered and sold pursuant to the Agreement of Sale, agrees to either (1) correct any defect in workmanship or material which may develop under proper care and normal usage during the period of warranty set forth herein; or (2) at the option of Seller, to replace or repair the defective part or parts F.O.B. the place of shipment; or (3) to repay upon return of the defective part or parts, the price paid for such Equipment by Buyer. Buyer's remedies with respect to any Equipment furnished by Seller under the Agreement of Sale shall be limited exclusively to the right of replacement and/or repair or repayment of the purchase price as provided herein.

Service Labor – Seller warrants that the Service Labor and workmanship covered by this Agreement of Sale to be free from defects for a period of thirty (30) days from the date of completion of such Service Labor, and that the term Service Labor includes travel and expenses on a portal-to-portal basis.

Construction Labor – Sell warrants that the Construction Labor and workmanship covered by this Agreement of Sale to be free from defects for a period of ninety (90) days from the date of completion of such Construction Labor, and that the term Construction Labor includes travel and expenses on a portal-to-portal basis.

THE REMEDIES PROVIDED HEREIN ARE EXCLUSIVE AND IN NO EVENT SHALL SELLER BE LIABLE FOR ANY DAMAGES, WHETHER DIRECT, INDIRECT OR IMMEDIATE, FORESEEABLE, CONSEQUENTIAL, OR SPECIAL ARISING OUT OF A BREACH OF ANY EXPRESS OR IMPLIED WARRANTY, OR NEGLIGENCE.

Seller shall not be liable for any expenses incurred by the Buyer or any other person by reason of the use, or misuse, sale or fabrication of the Equipment regardless of whether the Equipment conforms to the specifications. Any lawsuit or legal claim for breach of contract must be brought within one year after the alleged breach occurs.

PENALTY OR LIQUIDATED DAMAGES

Contracts which include Penalty and Liquidated Damage clauses for failure to meet shipping or performance promises are not acceptable or binding on Seller, unless such clauses are specifically accepted in writing by an officer of Aqua Sierra Controls, Inc.

RETURNS

Full credit will be issued for all returned material, authorized in advance, which has been accepted under warranty or returned as a result of Sellers incorrect material or quantities. In the case of Seller's error, return must be requested within 30 days of the date of invoice covering the original shipment. Buyer shall not initiate the deduction from payment to Seller for product returned to Seller.

WAIVER

The failure of Seller to insist, in any one or more instances, upon the performance of any of terms or conditions of this contract or the failure of Seller to exercise any of its rights hereunder shall not be construed as a waiver or relinquishment of any such term, condition, or right thereunder and shall not affect the Seller's right to insist on strict performance and compliance with regard to any unexecuted portions of this contract or future performance of these terms and conditions.

EQUAL OPPORTUNITY

Seller warrants that goods shipped to Buyer under this Purchase Order will be produced in compliance with the Fair Labor Standards Act. The nondiscrimination clauses contained in section 202, Executive Order 11246, as amended by Executive Order 11375, relating to equal employment opportunity for all persons without regard to race, color, sex, or national origin and the implementing rules and regulations prescribed by the Secretary of Labor (41 CFR, Chapter 60) are incorporated herein. Version: 5/22/2025