

AGREEMENT WITH INSTRUMENT CONTROL SERVICES TO PROVIDE INDUSTRIAL CONTROL PANEL BUILDING AND DESIGN SERVICES

THIS AGREEMENT is made and entered into this 18th day of January 2022 by and between Instrument Control Services, a California corporation (“Contractor”), and the City of Santa Ana, a charter city and municipal corporation organized and existing under the Constitution and laws of the State of California (“City”).

RECITALS

- A. On September 10, 2021, the City issued Request for Proposal No. 21-100, by which it sought qualified contractors to provide industrial control panel construction/fabrication and design services, not including control panel programming and system integration, on an as-needed basis for the Water Resource Division of the City’s Public Works Agency.
- B. Contractor submitted a responsive proposal that was among those selected by the City. Contractor represents that it is able and willing to provide the services described in the scope of work that was included in RFP 21-100.
- C. In undertaking the performance of this Agreement, Contractor represents that it is knowledgeable in its field and that any services performed by Contractor under this Agreement will be performed in compliance with such standards as may reasonably be expected from a professional contracting firm in the field.

NOW THEREFORE, in consideration of the mutual and respective promises, and subject to the terms and conditions hereinafter set forth, the parties agree as follows:

1. SCOPE OF SERVICES

On an on-call basis, and at the City’s sole discretion, Contractor shall perform the services described in the scope of work that was included in RFP No. 21-100, which is attached as **Exhibit A** and incorporated in full, and as further described in Contractor’s Proposal, which is attached as **Exhibit B** and incorporated in full.

2. COMPENSATION

- a. City neither warrants nor guarantees any minimum or maximum compensation to Contractor under this Agreement. Contractor shall be paid only for actual services performed under this Agreement at the rates and charges identified in **Exhibit C**. Contractor is one of three (3) contractors selected to provide services on an as-needed basis under RFP 21-100. The total compensation for services provided by all contractors selected under RFP No. 21-100, including any extension period, shall not exceed the shared aggregate amount of seven hundred fifty thousand dollars and zero cents (**\$750,000**).

- b. Payment by City shall be made within forty-five (45) days following receipt of proper invoice evidencing work performed, subject to City accounting procedures. Payment need not be made for work which fails to meet the standards of performance set forth in the Recitals and Scope of Work, which may reasonably be expected by City.

3. TERM

This Agreement shall commence on January 18, 2022 and terminate on January 17, 2025, unless terminated earlier in accordance with Section 17, below. The term of this Agreement may be extended for one (1) two (2) year period upon a writing executed by the City Manager and City Attorney.

4. PREVAILING WAGES

Contractor is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. If the services being performed are part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and the total compensation is \$1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. Contractor shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

5. INDEPENDENT CONTRACTOR

Contractor shall, during the entire term of this Agreement, be construed to be an independent contractor and not an employee of the City. This Agreement is not intended nor shall it be construed to create an employer-employee relationship, a joint venture relationship, or to allow the City to exercise discretion or control over the professional manner in which Contractor performs the services which are the subject matter of this Agreement; however, the services to be provided by Contractor shall be provided in a manner consistent with all applicable standards and regulations governing such services. Contractor shall pay all salaries and wages, employer's social security taxes, unemployment insurance and similar taxes relating to employees and shall be responsible for all applicable withholding taxes.

6. OWNERSHIP OF MATERIALS

This Agreement creates a non-exclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Contractor under this Agreement ("Documents & Data"). Contractor shall require all subcontractors to agree in writing that City is granted a non-exclusive and

perpetual license for any Documents & Data the subcontractor prepares under this Agreement. Contractor represents and warrants that Contractor has the legal right to license any and all Documents & Data. Contractor makes no such representation and warranty in regard to Documents & Data which were provided to Contractor by the City. City shall not be limited in any way in its use of the Documents and Data at any time, provided that any such use not within the purposes intended by this Agreement shall be at City's sole risk.

7. INSURANCE

Prior to undertaking performance of work under this Agreement, Contractor shall maintain and shall require its subcontractors, if any, to obtain and maintain insurance as described below:

a. Minimum Scope and Limit of Insurance

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with a limit no less than **\$1,000,000** per accident for bodily injury and property damage.
3. **Workers' Compensation:** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.
4. If Contractor is or employs a licensed professional such as an architect or engineer: Professional liability (errors and omissions) insurance, with a combined single limit of not less than **\$2,000,000** per claim with \$2,000,000 in the aggregate.

If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, the City requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

b. Other Insurance Provisions

1. **Additional Insured Status:** The City, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 2037 if a later edition is used).
2. **Primary Coverage:** For any claims related to this contract, the Contractor's insurance coverage shall be primary coverage at least as broad as ISO CG 20 01 04 13 as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
3. **Notice of Cancellation:** Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the City.
4. **Waiver of Subrogation:** Contractor hereby grants to City a waiver of any right to subrogation that any insurer of said Contractor may acquire against the City by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.
5. **Self-Insured Retentions:** Self-insured retentions must be declared to and approved by the City. The City may require the Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City.
6. **Acceptability of Insurers:** Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City.

7. Claims Made Policies (applicable only to professional liability):

- i. The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work.
- ii. Insurance must be maintained and evidence of insurance must be provided *for at least five (5) years after completion of the contract of work.*
- iii. If coverage is canceled or non-renewed, and not replaced *with another claims-made policy form with a Retroactive Date prior to* the contract effective date, the Contractor must purchase “extended reporting” coverage for a minimum of *five (5) years* after completion of work.

8. Verification of Coverage: Contractor shall furnish the City with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to City before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor’s obligation to provide them.

The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

9. Subcontractors: Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that City is an additional insured on insurance required from subcontractors.

10. Special Risks or Circumstances: City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

8. INDEMNIFICATION

Contractor agrees to defend, and shall indemnify and hold harmless the City, its officers, agents, employees, contractors, special counsel, and representatives from liability: (1) for personal injury, damages, just compensation, restitution, judicial or equitable relief arising out of claims for personal injury, including death, and claims for property damage, which may arise from the negligent operations of the Contractor or its subcontractors, agents, employees, or other persons acting on their behalf which relates to the services described in section 1 of this Agreement; and (2) from any claim that personal injury, damages, just compensation, restitution, judicial or equitable relief is due by reason of the terms of or effects arising from this Agreement. This indemnity and hold harmless agreement applies to all claims for damages, just compensation,

restitution, judicial or equitable relief suffered, or alleged to have been suffered, by reason of the events referred to in this Section or by reason of the terms of, or effects, arising from this Agreement. The Contractor further agrees to indemnify, hold harmless, and pay all costs for the defense of the City, including fees and costs for special counsel to be selected by the City, regarding any action by a third party challenging the validity of this Agreement, or asserting that personal injury, damages, just compensation, restitution, judicial or equitable relief due to personal or property rights arises by reason of the terms of, or effects arising from this Agreement. City may make all reasonable decisions with respect to its representation in any legal proceeding. Notwithstanding the foregoing, to the extent Contractor's services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Contractor.

9. INTELLECTUAL PROPERTY INDEMNIFICATION

Contractor shall defend, indemnify and hold harmless the City, its officers, agents, representatives, and employees against any and all liability, including costs, and attorney's fees, for infringement of any United States' letters patent, trademark, or copyright contained in the work product or documents provided by Contractor to the City pursuant to this Agreement.

10. RECORDS

Contractor shall keep records and invoices in connection with the work to be performed under this Agreement. Contractor shall maintain complete and accurate records with respect to the costs incurred under this Agreement and any services, expenditures, and disbursements charged to the City for a minimum period of three (3) years, or for any longer period required by law, from the date of final payment to Contractor under this Agreement. All such records and invoices shall be clearly identifiable. Contractor shall allow a representative of the City to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement during regular business hours. Contractor shall allow inspection of all work, data, documents, proceedings, and activities related to this Agreement for a period of three (3) years from the date of final payment to Contractor under this Agreement.

11. CONFIDENTIALITY

If Contractor receives from the City information which due to the nature of such information is reasonably understood to be confidential and/or proprietary, Contractor agrees that it shall not use or disclose such information except in the performance of this Agreement, and further agrees to exercise the same degree of care it uses to protect its own information of like importance, but in no event less than reasonable care. "Confidential Information" shall include all nonpublic information. Confidential information includes not only written information, but also information transferred orally, visually, electronically, or by other means. Confidential information disclosed to either party by any subsidiary and/or agent of the other party is covered by this Agreement. The foregoing obligations of non-use and nondisclosure shall not apply to any information that (a) has been disclosed in publicly available sources; (b) is, through no fault of the Contractor disclosed in a publicly available source; (c) is in rightful possession of the Contractor

without an obligation of confidentiality; (d) is required to be disclosed by operation of law; or (e) is independently developed by the Contractor without reference to information disclosed by the City.

12. CONFLICT OF INTEREST CLAUSE

Contractor covenants that it presently has no interest and shall not have interests, direct or indirect, which would conflict in any manner with performance of services specified under this Agreement.

13. NOTICE

Any notice, tender, demand, delivery, or other communication pursuant to this Agreement shall be in writing and shall be deemed to be properly given if delivered in person or mailed by first class or certified mail, postage prepaid, or sent by fax or other telegraphic communication in the manner provided in this Section, to the following persons:

To City: Clerk of the City Council
City of Santa Ana
20 Civic Center Plaza (M-30)
P.O. Box 1988
Santa Ana, CA 92702-1988
Fax 714- 647-6956

Executive Director
Public Works Agency
City of Santa Ana
20 Civic Center Plaza (M-21)
P.O. Box 1988
Santa Ana, CA 92702

To Contractor: Instrument Control Services
6085 King Drive #100
Ventura, CA 93003
Attn: Michael LeBlanc

A party may change its address by giving notice in writing to the other party. Thereafter, any communication shall be addressed and transmitted to the new address. If sent by mail, communication shall be effective or deemed to have been given three (3) days after it has been deposited in the United States mail, duly registered or certified, with postage prepaid, and addressed as set forth above. If sent by fax, communication shall be effective or deemed to have been given twenty-four (24) hours after the time set forth on the transmission report issued by the transmitting facsimile machine, addressed as set forth above. For purposes of calculating these timeframes, weekends, federal, state, County or City holidays shall be excluded.

14. EXCLUSIVITY AND AMENDMENT

This Agreement represents the complete and exclusive statement between the City and Contractor regarding the subject matter herein, and supersedes any and all other agreements, oral or written, between the parties. In the event of a conflict between the terms of this Agreement and any attachments hereto, the terms of this Agreement shall prevail. This Agreement may not be modified except by written instrument signed by the City and by an authorized representative of Contractor. The parties agree that any terms or conditions of any purchase order or other instrument that are inconsistent with, or in addition to, the terms and conditions hereof, shall not bind or obligate Contractor or the City. Each party to this Agreement acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein.

15. ASSIGNMENT

Inasmuch as this Agreement is intended to secure the specialized services of Contractor, Contractor may not assign, transfer, delegate, or subcontract any interest herein without the prior written consent of the City and any such assignment, transfer, delegation or subcontract without the City's prior written consent shall be considered null and void. Nothing in this Agreement shall be construed to limit the City's ability to have any of the services that are the subject to this Agreement performed by City personnel or by other contractors retained by City.

16. WAIVER

No waiver of breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the party waiving the breach, failure, right or remedy. No waiver of any breach, failure or right, or remedy shall be deemed a waiver of any other breach, failure, right or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.

17. TERMINATION

This Agreement may be terminated by the City upon thirty (30) days written notice of termination. In such event, Contractor shall be entitled to receive and the City shall pay Contractor compensation for all services performed by Contractor prior to receipt of such notice of termination, subject to the following conditions:

- a. As a condition of such payment, the Executive Director may require Contractor to deliver to the City all work product completed as of such date, and in such case such work product shall be the property of the City unless prohibited by law, and Contractor consents to the City's use thereof for such purposes as the City deems appropriate.
- b. Payment need not be made for work that fails to meet the standard of performance specified in the Recitals of this Agreement.

18. NON-DISCRIMINATION

Contractor shall not discriminate because of race, color, creed, religion, sex, marital status, sexual orientation, gender identity, gender expression, gender, medical conditions, genetic information, or military and veteran status, age, national origin, ancestry, or disability, as defined and prohibited by applicable law, in the recruitment, selection, teaching, training, utilization, promotion, termination or other employment related activities or any services provided under this Agreement. Contractor affirms that it is an equal opportunity employer and shall comply with all applicable federal, state and local laws and regulations.

19. JURISDICTION-VENUE

This Agreement has been executed and delivered in the State of California and the validity, interpretation, performance, and enforcement of any of the clauses of this Agreement shall be determined and governed by the laws of the State of California. Both parties further agree that Orange County, California, shall be the venue for any action or proceeding that may be brought or arise out of, in connection with or by reason of this Agreement.

20. PROFESSIONAL LICENSES

Contractor shall, throughout the term of this Agreement, maintain all necessary licenses, permits, approvals, waivers, and exemptions necessary for the provision of the services hereunder and required by the laws and regulations of the United States, the State of California, the City of Santa Ana and all other governmental agencies. Contractor shall notify the City immediately and in writing of its inability to obtain or maintain such permits, licenses, approvals, waivers, and exemptions. Said inability shall be cause for termination of this Agreement.

21. MISCELLANEOUS PROVISIONS

- a. Each undersigned represents and warrants that its signature herein below has the power, authority and right to bind their respective parties to each of the terms of this Agreement, and shall indemnify City fully, including reasonable costs and attorney's fees, for any injuries or damages to City in the event that such authority or power is not, in fact, held by the signatory or is withdrawn.
- b. All exhibits referenced herein and attached hereto shall be incorporated as if fully set forth in the body of this Agreement.

[signatures on next page]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the date and year first above written.

ATTEST:

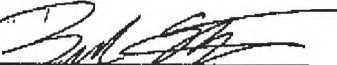
CITY OF SANTA ANA

Daisy Gomez
Clerk of the Council

Kristine Ridge
City Manager

APPROVED AS TO FORM
SONIA R. CARVALHO
City Attorney

INSTRUMENT CONTROL SERVICES

By: 

Brandon Salvatierra
Deputy City Attorney



Name: Michael J LeBlanc
Title: CFO

RECOMMENDED FOR APPROVAL

Nabil Saba, PE
Executive Director
Public Works Agency

EXHIBIT A

SCOPE OF WORK

A. INTRODUCTION AND BACKGROUND

The City of Santa Ana is located in the County of Orange in Southern California. The City encompasses 27.2 square miles and a population over 343,000 people. The City of Santa Ana Public Works Agency – Water Resources Division oversees and maintains the daily operations of the Water System and Sanitary Sewer System. The City of Santa Ana's water system is comprised of approximately 478 miles of water main, 45 MG of storage at five (5) sites, seven (7) MWD connections, 21 groundwater wells, seven (7) pump stations, four (4) pressure regulating stations and utilizes two (2) pressure zones. Control and monitoring of the water system is coordinated via the City's supervisory control and data acquisition (SCADA) system. The City maintains and operates over 50 remote terminal units and control panels.

The City of Santa Ana Public Works Agency Water Resources Division is soliciting proposals from qualified firms to provide industrial control panel construction/fabrication and design services on an as-needed basis. Control panel programming and system integration is not included in this contract. The City intends to select and enter into agreements with up to **three** firms to provide the described services for an aggregate annual amount amongst all selected firms.

B. CONTRACTOR RESPONSIBILITIES

The City of Santa Ana invites proposals to establish multiple contracts with vendors who can build and/or design industrial control panels for pressure control stations, water pump stations, sewer lift stations and water well sites. The Contractor shall provide all supervision, labor, tools, supplies, materials, vehicles, lifts, equipment, and transportation to ensure effective performance of services as described herein. The Contractor shall also be responsible for providing any required quality assurance and quality control testing services and training services. All work shall be in accordance with applicable trade practices, workmanship, meet warranties and shall conform to all applicable laws, codes and regulations. Business hours are considered from 7:00 A.M. to 5:00 P.M. (Monday through Friday). Any time outside of business hours of operation may be considered after hours/weekends.

C. SCOPE OF SERVICES

The scope of work will include industrial control panel building services, factory acceptance testing (FAT), in-field verification testing, panel design services, training, and all miscellaneous work (not including programming and integration) necessary to complete the following types of tasks:

1. **PANEL BUILDING SERVICES**

The Contractor shall construct and furnish industrial control panels, and all work shall be in compliance with the National Electric Code (NEC), Underwriters Laboratories (UL) 508A (standard for the construction of industrial control panels) and UL508 (standard for safety for industrial control equipment). The Contractor shall be responsible for the procurement of all materials and the fabrication of the control panels based on provided design drawings

and/or functional specifications. The Contractor shall be capable of providing panel building services consisting of the following components:

1. Motor control centers (MCCs)
2. Remote terminal unit (RTU) control panels
3. Human machine interfaces (HMIs)
4. Programmable logic computers (PLCs)
5. Variable frequent drives (VFD)
6. Motor operated valves (MOV)
7. Magnetic flowmeters (various brands)
8. Radio and communications equipment
9. Other related appurtenances

Prior to the commencement of panel building services, the Contractor shall assess the project and provide a submittal to the City containing proposed equipment and components as well as a project schedule for the construction of the panels. The Contractor shall provide separate quotes, which shall be approved by the City's Project Manager prior to the commencement of work with a clearly established scope and timeline parameters. After receiving the City's Notice to Proceed, the Contractor shall begin the procurement of all equipment and materials associated with the construction of the new control panel. The Contractor shall inform the City of any long lead times that may affect project deadlines and the overall construction schedule. In addition and upon request by the City, the Contractor shall also repair and retrofit existing panels per the City's specifications and adhering to codes and regulations.

2. FACTORY ACCEPTANCE TEST

The Contractor shall provide quality assurance and quality control through factory acceptance testing (FAT) on all constructed industrial control panels. The initial un-witnessed FAT procedures shall be performed by the Contractor's Test Engineer internally, and all self-identified non-conformances shall be rectified by the Contractor. Once all self-identified non-conformances are rectified, the final witnessed FAT procedures shall be overseen by a City Representative and performed by the Contractor's Test Engineer. The Contractor's Test Engineers shall be responsible for recording items checked and non-conformances. The following panel components shall be verified by the Contractor and City Representative during the FAT when applicable:

1. Panel Components and Mounting:

- a. The Contractor shall verify the panel assembly and the interior/exterior layout with the design.
- b. The Contractor shall confirm the enclosure mechanical components match the design and operate as specified (includes door latches, door closed switches, door stops, laptop shelf, disconnect handles, etc.).
- c. The Contractor shall confirm the spacing requirements of components and accessibility are met for panel installation and maintenance purposes (per design specifications).
- d. Heat vents, exhausts, fans, and dissipation areas of all applicable components shall be checked in addition to wires, devices, and shipping

stickers on components.

- e. The Contractor shall confirm all items specified on bill of materials (including placement of parts in the panel schematics and panel layout sheets) have been provided and installed per specifications.
- f. The Contractor shall confirm the mounting security of each component by physically shaking each component without causing damage to the panel.
- g. All control panel labels shall be checked and labeled properly.
- h. The Contractor shall verify the panel construction comments have been implemented, if applicable.

2. Panel Wiring

- a. The Contractor shall verify all fuse types and rating; as well as ensure fuses are not damaged or blown (by verifying continuity).
- b. If applicable, DIN rails mounted on insulated standoffs shall be removed to verify there is no continuity between the DIN rail and back panel ground bus. Upon completion of the verification, the Contractor shall reconnect the bonding jumper.
- c. The Contractor shall verify each DIN rail mounted ground terminal for continuity between the ground terminal and the back panel ground bus, if applicable.
- d. The Contractor shall confirm all wire sizes and colors match the design specifications.
- e. Verification of wire number labels (clear, correct, and facing forwards)
- f. Verification of terminal number labels (clear, correct, and facing forwards)
- g. The Contractor shall confirm labeled wires are connected to the correct component terminals and blocks.
- h. "Tug test" to confirm proper termination on wires
- i. Confirm there are no loose wire strands or fraying at termination points
- j. The Contractor shall verify all shields are cut off and properly insulated at non-connected end of shielded wires.
- k. The Contractor shall ensure dual in-line package (DIP) switches, rotatory switches, and jumpers for PLC modules and other components are set correctly.

3. Power Distribution and Initial Power Up Sequence

The Contractor shall perform the following sequence to verify the power distribution circuits are operating correctly:

- a. Verify no voltage present on the wires of the incoming power wires, terminals, and the line side of the circuit breakers.
- b. Turn on all alternation current (AC) circuit breakers, close all AC fused disconnect terminal blocks, and close all direct current (DC) fused disconnect terminal blocks (if applicable) that serve auxiliary DC loads, and pull out the Emergency-Stop pushbutton (if present).
- c. Confirm there is no direct connection between each AC phase and ground. Verify no continuity, if multiple AC sources exist check each one separately.
- d. Confirm there is no direct connection between each AC phase and neutral.

- Verify no continuity, if multiple AC sources exist check each one separately.
- e. Confirm there is no direct connection between each DC positive and ground. Verify no continuity, if multiple DC sources exist check each one separately.
 - f. Confirm there is no direct connection between each DC positive and common. Verify no continuity, if multiple DC sources exist check each one separately.
 - g. Turn off all AC circuit breakers, open all AC fused disconnect terminal blocks, and open all DC fused disconnect terminal blocks (if applicable) that serve auxiliary DC loads (not fuses associated with I/O loops), and push in Emergency-Stop pushbutton (if present).
 - h. Earth ground wire of AC control power source is connected to the ground bus within the panel.
 - i. Connect and power-up AC control power source. Verify there is the correct AC voltage (measured from line-to-neutral) on line and load sides of input transient voltage surge protector (if present) and line side of AC main circuit breaker.
 - j. Close AC main circuit breaker, AC main fuse, and/or AC main disconnect. Verify that the correct AC voltage is present on the AC terminal blocks and on the line side of all AC secondary circuit breakers.
 - k. Verify the AC main circuit breaker de-energizes and energizes all AC power circuits in the panel. Close each AC secondary circuit breaker or fused disconnect one-at-a-time. Verify that the correct AC voltage is present at each of the devices served by these circuit breakers.
 - l. Verify each AC secondary circuit breaker de-energizes and energizes each of the devices served by these breakers.
 - m. Verify receptacle is properly connected by testing with a receptacle polarity tester.
 - n. If panel is equipped with a humidistat and panel heater, verify proper operation of heater.
 - o. If panel is equipped with a cooling fan, verify proper operation of the fan.
 - p. Verify that the correct DC voltage is present on the output of the DC power supply(s).
 - q. Verify that the correct DC voltage is present on the output of the DC uninterruptible power supply (UPS).
 - r. Disconnect the battery backup to the DC UPS. Verify that DC voltage is maintained on the output of the DC UPS. Following the test, reconnect battery backup.
 - s. Open the AC main circuit breaker. Verify there is no DC voltage on the output of the DC UPS. Following the test, close AC main circuit breaker and verify the DC voltage is present on the output of the DC UPS.
 - t. Open the AC secondary circuit breaker for the DC power supply. Verify there is no DC voltage on the output of the DC UPS. Following the test, close AC circuit breaker for the DC power supply and verify the DC voltage is present on the output of the DC UPS.
 - u. Electrically trip the AC main circuit breaker (Only if the breaker has manual trip function). Verify that DC voltage is maintained on the output of the DC UPS. Following the test, reset the AC main circuit breaker and verify the DC voltage is present on the output of the DC UPS.
 - v. Electrically trip the AC secondary circuit breaker for the DC power supply

(Only if the breaker has manual trip function). Verify that DC voltage is maintained on the output of the DC UPS. Following the test, reset the AC circuit breaker for the DC power supply and verify the DC voltage is present on the output of the DC UPS.

- w. If panel is equipped with DC fuses for auxiliary devices (not fuses associated with input/output (I/O) loops), close each fused disconnect terminal block one-at-a-time. Verify that the correct DC voltage is present at each of the devices served by these fuses.
- x. If panel is equipped with DC fuses for I/O loops, close each fused disconnect terminal block one-at-a-time. Verify that the correct DC voltage is present at each of the I/O served by these fuses.
- y. Verify each DC fuse de-energizes and energizes each of the devices or I/O points served by these fuses.
- z. Disconnect AC power from the panel without opening the AC main circuit breaker or AC main fused disconnect terminal block. Verify that DC voltage on the output of the DC UPS is maintained for at least 10 minutes. Following the test, reapply AC power to panel, verify the UPS is charging the battery backup.

4. I/O Checkout

The Contractor shall verify every I/O point operates correctly, including ones marked as spare by completing the following:

- a. Configure the PLC for I/O checkout (PLC program, networking configured, etc.).
- b. Test digital inputs by applying the appropriate voltage or by applying a jumper to the field terminals and checking the status lights on the input module and appropriate tag in the controller.
- c. Test the digital outputs by forcing the output in the Controller and checking the status light on the output module and that the correct voltage or contact state is present at the field terminals.
- d. Test analog inputs by applying 3.8mA, 4mA, 12mA, 20mA, and 20.2mA to the field terminals and checking that the tag in the Controller varies accordingly.
- e. Test analog outputs by forcing the output in the Controller to values between the minimum and the maximum and checking that the current at the field terminals varies accordingly.
- f. If the panel is equipped with any indicating lights or process displays, verify they operate correctly.

The Contractor shall utilize the form in Exhibit C or an equivalent approved equal to complete the FAT. Upon completion of the witnessed FAT with a City Representative, the Contractor shall provide a UL508 certification label and supporting documentation confirming and validating proper operation of the equipment as well as conformance with quality, configuration, and testing standards.

3. POST-INSTALLATION FIELD TESTING

Once the installation of all industrial control panels, field instrumentation, and other related

equipment has been completed, the Contractor shall perform the following post-installation field verification tests:

1. Site Acceptance Test (SAT)

Once system installation has been successfully completed and installed, the Contractor shall perform a site acceptance test (SAT). The Contractor shall test the full operation and functionality of the completed system in the SAT with a City Representative. The Contractor shall provide any rectifications required to complete the SAT. **The Contractor shall utilize the form in Exhibit C to complete the SAT and shall advise any additional components that necessitate testing.** Once all operation and functionality are confirmed and approved by City Personnel in the SAT, the Contractor shall commence on-site closeout and final completion of the project.

2. On-Site Closeout

During the on-site closeout, the Contractor shall review the panel construction drawings for any redlines, changes or corrections that have been added and confirm they match in the field. The Contractor shall confirm all non-conformances have been corrected, re-tested, and signed off. The Contractor shall confirm the UL508 label has been affixed to the panel. The Contractor shall clean and vacuum the panel as well as take detailed photos after installation.

3. In-Office Closeout

The Contractor shall redline all changes to the design made during construction and testing on the as-built panel schematics and shall provide all records including photos and schematics to the City upon closeout of the project.

4. PANEL DESIGN SERVICES

Upon request by the City, the Contractor shall provide control panel design services that conform to City standards. Control panel designs and drawings shall contain fully engineered diagrams that specify all equipment, back panels, terminal blocks, and special components and related items. The wiring diagrams, specific I/O, panel dimensions, items and quantity list with specific part numbers shall also be included in the designs. All wiring diagrams shall show all components, including power and control wiring, instrumentation wiring, ground wiring, terminal blocks, and their associate nameplates with terminal block termination designations, identification labels, and wire sizes, types and colors. Panel design documents shall be complete and inclusive of all information necessary for the City to utilize for construction purposes. When applicable all panel designs and schematics shall include, but are not limited to:

1. Table of Contents
2. Drawing Symbol Key
3. Bill of Materials
4. Construction Comments and Special Instruction
5. Control Panel Exterior Detail

6. Terminal Strip Detail
7. Control Panel Labels
8. AC Power Distribution
9. DC Power Supply
10. Time Relays
11. Panel Temperature Monitor
12. Switch Details
13. AC Discrete Output Relays
14. Discrete Input Module
15. Analog Input Module
16. Analog Output Module
17. Network Components
18. Interior Panel Dimensions
19. Exterior Panel Dimensions

The Contractor shall also provide calculations regarding the temperature, load power, and uninterruptable power source (UPS) runtime when applicable as described below:

1. Enclosure temperature calculations shall be based on operating duty cycle for equipment in the enclosure. Size enclosures to use passive or active cooling techniques as required to maintain the recommended operating temperature for any component inside the enclosure given project environmental conditions as specified by the City.
2. Full load power calculations for all sources of power shall be provided.
3. UPS runtime calculations for the calculated full load supplied by the UPS and the selected batteries shall be provided to the City.

All panel designs and calculations shall be completed in compliance with all functional specifications and applicable standards, codes and regulations.

5. ADDITIONAL PANEL EQUIPMENT

The Contractor shall procure and provide miscellaneous equipment required to complete tasks related to industrial control panels for water pump stations, pressure control stations, sewer lift stations, water well sites, and any additional sites upon request by the City. Miscellaneous equipment may include but is not limited to replacement parts, retrofits, upgrades, any additional supplementary parts required for repair, etc.

6. TRAINING SERVICES

Upon request by the City, the Contractor shall provide in-person training services in accordance with National Electrical Code (NEC) and Underwriters Laboratories Inc (UL) regulations. The Contractor shall provide customizable training classes regarding specific-use industrial control panels, panel components, wiring, switching devices, etc. The Contractor shall also review the operation and maintenance for each component of the control panels. All manufacturer's manuals for equipment shall be included as well as operations and maintenance manuals for key components.

D. CODE COMPLIANCE

All control panels shall be manufactured in accordance with:

- Underwriters Laboratories Inc (UL508 & UL508A)
- Institute of Electrical and Electronics Engineers (IEEE)
- National Electrical Manufacturers Association (NEMA ICS 6 & 250)
- International Electrotechnical Commission (IEC)
- National Electrical Code (NEC) standards
- National Fire Protection Agency (NFPA 70)
- American National Standards Institute (ANSI)

E. PROJECT MANAGEMENT AND COORDINATION

When a request for service is issued to the City, the Contractor shall issue an estimate to the City's designated Project Manager. The Contractor shall not proceed with any work without the approval of the City's designated project manager.

Contractors shall invoice the City on a monthly basis for all work performed during the period or provide a one-time invoice at the completion of work issued. Each invoice shall be accompanied by a summary of tasks performed, contract agreement number, results and progress on long-term tasks if any.

F. SUBCONTRACTORS

The use of Subcontractors is allowed, but will require approval by City prior to start of any assigned work. Upon commencement of work, the Contractor shall be responsible for services provided by any subcontractor as if Contractor were providing the services with its own organization. When a Subcontractor performs all or any part of the work, a markup shall be applied to the Subcontractor's actual cost of such work. The Contractor may add a markup of 10 percent on the first \$5,000 of the subcontracted portion of the extra work and a markup of 5 percent on work added in excess of \$5,000 of the subcontracted portion of the work may be added by the Contractor.

G. MARKUP

The following markup percentages shall be added to the Contractor's costs and shall constitute the markup for all overhead and profits (to the sum of the costs and markups, one (1) percent shall be added as compensation for bonding):

1)	Labor	20
2)	Materials.....	15
3)	Equipment Rental.....	15
4)	Other Items and Expenditures.....	15

H. MINIMUM QUALIFICATIONS

The Contractor shall meet the following minimum qualifications:

1. All work is to be performed in compliance with all applicable codes, ordinances, laws, standards, due care, and Occupational Safety and Health Administration (OSHA) safety requirements.
2. The Contractor shall have a minimum of five (5) years of experience in providing industrial control panel building services.
3. The Contractor shall possess state and local permits, licenses and certificates required by law to commence, carry, and complete the work.
4. Provide all necessary equipment to competently perform and complete work as specified.

I. SAFETY

Proposer shall be solely and completely responsible for the condition of the project site, including safety of all persons and properties during the performance of the work. In addition, proper safety equipment must be worn at all times. These requirements shall apply continuously until the contract is terminated and shall not be limited to normal working hours.

The Contractor/Consultant shall assure that each employee or subcontractor under the contractor's supervision is trained in the work practices necessary to safely perform his or her job.

J. INSURANCE REQUIREMENTS

The successful bidders shall furnish the City with original copies of valid insurance policies herein required upon execution of the contract and shall maintain said policies in full force and effect at all times during the term of this contract. Said insurance policies shall comply with all requirements set forth in these specifications. Contractor(s) shall keep a current certificate of insurance at the City of Santa Ana at all times and shall immediately report any changes to the City.

K. FEE SCHEDULE

Contractor shall submit a fee schedule as described in Section IV.B.3 of RFP. **The Well 40 and SA-7 panel design drawings provided as Exhibit A and Exhibit B respectively are to be used as the basis for completing the Fee Schedule form.** No separately stated freight or deliveries will be considered. Bidders shall include all costs in the unit price bid.

Furthermore, the Contractor shall submit additional labor, material and rental equipment rates along with fee schedule. Contractor's labor and equipment rate sheet shall list rates for all labor designations, equipment, rentals, and materials. The bid items specified in the fee schedule are for reference purposes only. Labor increases shall be subject to mutually agreeable terms between the City and the Contractor. The City may request related services that will be paid at the vendor's standard labor and equipment rate submitted. Fee proposal shall be outlined as follows:

---End of SCOPE OF WORK Section---

EXHIBIT B



Customer: City of Santa Ana

Instrument Control Services Cost Proposal

**WATER RESOURCES PANEL BUILDING
SERVICES RFP NO.: 21-100**

Submitted 10/08/2021

**Prepared By:
Instrument Control Services
6085 King Dr. Suite \# 100
Ventura, CA 93003
Tel: 805-642-1999
Fax: 805-642-3911**



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A. Cover

Instrument Control Services is a California Corporation providing Automation and Controls for the aerospace, refining, manufacturing, oil field, semi-conductor, agriculture, water and wastewater treatment and bio-tech industries located throughout the Southern California. Our diverse experience allows us to provide a complete solution for our locations in Ventura and Bakersfield, Ca.

- Our Automation Group provides full Systems Integration support with automation design, UL “508A” panel fabrication, electrical / instrumentation construction and maintenance, PLC/SCADA programming and facility start up.
- Our Maintenance Group provides full time or temporary facilities operations support with field instrument technicians, operator, mechanics, and roustabouts.

Instrument Control Services was formed in 1994 and incorporated on March 14, 2003.

TIN: 134247157
CSLB #: 950744 (Class A/C10)
DIR #: 1000015547
UL File #: E208393
DUNS #: 090670225

B. Agreement Statement:

I have reviewed all of the documents contained in the “Request for Proposals for Water Resources Panel Building Services RFP No.: 21-100” understand and concur with all provisions as contained in the standard agreement attached “Attachment 4” Standard Agreement”

Michael LeBlanc
Instrument Control Services
6085 King Drive # 100
Ventura, CA 93003

C. Firm and Team Experience

Key Company Personnel for Project:

Michael LeBlanc: Director of Industrial Automation/CFO; 30 + years of experience in Instrumentation, SCADA and PLC system design and programming. (27 years), 10%

Project Manager

Warren Hague: Senior Project Manager; 35 + years of experience in Industrial Contracting and Project Management. (3 years), 30%

Assistant Project Manager

Jon Lockhart, PMA: Project Manager/Technical Writer; 30 + years of experience in Commercial/Industrial Construction, and Project Management. (9 years 11 months), 20%

Terry Howsham: Engineer /Programmer; 30 + years of experience in SCADA and PLC system design and programming. (7 years 3 months) 10%

Tim Rollins: Shop Foreman; 30 + years of experience in the fabrication of Control Panels, supervising the personnel our UL 508A Panel Shop and in charge of Quality Control. (16 years 6 months) 30%

Our offices are in the San Buenaventura and Bakersfield, CA where we maintain a full-time staff of 50 employees for administration, engineering support, field service technicians and control panel builders. This enables us to support our clients rapidly with the necessary engineering or service representative.

Organization Chart See Attached 1

D. Understanding Scope of Services:

Once Awarded a project our Administration Group will execute the Contract acquiring License, Permits and submitting Certificates of Insurance or any other document required. Once the Contract is Fully executed our Team will schedule a Kickoff Meeting to introduce our Company, Point of Contact and the supporting personnel that will be assigned to the current project. In this meeting we will review the Scope of Work, determine the Submittal requirements, format and/or any other technical issues that we may have identified. After the Notice to Proceed is issued our review process will determine if any clarification is required and submit the questions in the form of an RFI. Following any RFI responses all of the design drawings, material cut sheets, and/or any Acceptance Test documents for approval. Upon the approval of all Submittals procurement will begin and turned over to our Shop Foreman for fabrication. During and after the control panel fabrication our Shop Foreman will conduct an internal Quality Assurance and Factory Test in preparation of a Witnessed Factory Test. The next step will be our personnel hand delivering the control panels to their destination. Our Team will keep in contact with the installers so a schedule can be developed for the Post Installation Field Test. During the Post Installation Test our technicians will verify the installation and wiring in preparation for the Site Acceptance Test. After the completion of the Site Acceptance test any Wiring Redlines will be incorporated into, the As Builts and the Operations and Maintenance Manuals will be submitted for review. If any training is required that will be scheduled conducted before the final close out of the project.

E. Relevant Project Experience



Arvin Community Services District 2021

Project: Arsenic Mitigation Phase II

(4) PLC Control Panels, Instrumentation, SCADA, PLC & HMI Programming for the integration of 7 Remote Well and Booster Station sites.

Contract Amount: \$ 328,633 Contact P&J Electric 661-822-6217



Metropolitan Water District

Project: F. E. Weymouth Water Treatment Plant Chemical Upgrades 2019

(27) RTU Termination and Communication Cabinets, Chemical Tank Fill, Pump Control, Alarm, Valve Control and Safety Shower Control Panels and Instrumentation.

Contract Amount: \$364,976.00, Contact: Hobbs Bannerman 310-212-6500



Los Angeles Department of Power and Water

Project: Elysian Reservoir Quality Improvement 2018

(17) Pump Control, PLC, Telecom, Hydraulic, Air Compressor and Sample Pump Control Panels and Instrumentation.

Contract Amount: \$470,928.00, Contract: CSI Electric 562-946-0700



The City of Paso Robles

Project: Wastewater Treatment Plant Upgrade 2017

(15) PLC, Chemical, Pump Control and Truck Unloading Control Panel, Instrumentation, SCADA, PLC & HMI Programming

Contract Amount: \$1,092,641.00, Contract: Southern Contracting 760-744-0760

Project: Wastewater Tertiary Treatment Facilities 2019

(1) Control Logix PLC, Integration of UV Trojan PLC, Instrumentation, SCADA, PLC & HMI Programming

Contract Amount: \$232,889.00, Contract: Electricraft 805 -544-8224



County of Ventura Public Works – Active Client

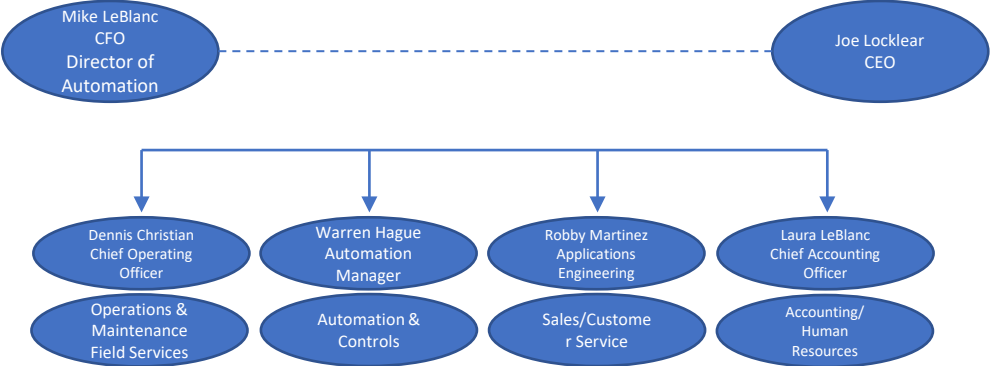
Various Pump Station Control Panels: Greentree Booster Pump Station, Bradley Turnout Station, District 1 S&K Pump Station.

Contact: Raul Ruiz 805-378-3043

F. **References** See Attachment 3

G. **Fee** See Cost Proposal in Separate Cover

ICS Key Personnel Organization Chart



Departmental Organization Chart



Appendix ATTACHMENT 3: REFERENCES

List and describe fully the contracts performed by your firm which demonstrate your ability to provide the supplies, equipment or services included in the scope of the proposal specifications. Attach additional pages if required. The City reserves the right to contact each of the references listed for additional information regarding your firm's qualifications.

Reference

Customer Name: Arvin Community Services Contact Individual: Raul Barraza, Jr
Address: 309 Campus Drive, Arvin, Ca 93203 Phone Number: 661-854-2127
 Facsimile Number: 661-854-8230
Contract Amount: \$328,633.00 Year: 2021 Arsenic Migration Phase II

Description of supplies, equipment, or services provided:

(3) AB Compact Logix Panels, PLC & Ignition SCADA programming, Instruments for 7 remote sites

Reference

Customer Name: City of San Buenaventura Contact Individual: John Willis
Address: 1400 Spinnaker Dr, Ventura, CA 93001 Phone Number: 805-677-4127
 Facsimile Number:
Contract Amount: \$427,800.00 Year: 2021 VWRP Digester Improvement

Description of supplies, equipment, or services provided:

(1) AB Control Logix, (6) LCP, (4) Valve Control, (6) Temperature Control Panels, Instruments

Reference

Customer Name: City of El Paso De Robles Contact Individual: Nick Kamp
Address: 3200 Sulphur Springs Road Phone Number: 805-237-3865
Paso Robles, CA 93446 Facsimile Number:
Contract Amount: \$1,092,641.00 Year: 2017 Wastewater Treatment Plant Upgrade

Description of supplies, equipment, or services provided:

(15) PLC, Chemical, Pump & Truck Unloading Control Panel, Instrumentation, SCADA, PLC & HMI Programming

**THIS FORM MUST BE COMPLETED AND INCLUDED WITH THE PROPOSAL.
PROPOSALS THAT DO NOT CONTAIN THIS FORM WILL BE CONSIDERED NONRESPONSIVE.**

**APPENDIX
ATTACHMENT 5: CERTIFICATIONS**

NON-COLLUSION AFFIDAVIT

(Title 23 United States Code Section 112 and Public Contract Code Section 7106)

In conformance with Title 23 United States Code Section 112 and Public Contract Code 7106 the BIDDER declares that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the BIDDER has not directly or indirectly induced or solicited any other BIDDER to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any BIDDER or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the BIDDER has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the BIDDER or any other BIDDER, or to fix any overhead, profit, or cost element of the bid price, or of that of any other BIDDER, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the BIDDER has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Note: The above Non-collusion Affidavit is part of the Proposal. BIDDERS are cautioned that making a false certification may subject the certifier to criminal prosecution.

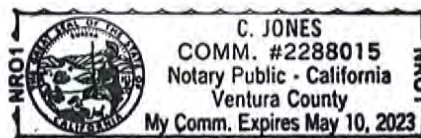
Signed _____

State of California
County of Ventura

Subscribed and sworn to (or affirmed) before me on this 6th day of October, 2121, by Michael J LeBlanc, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me

Notary Public Signature

Notary Public Seal




NON-LOBBYING CERTIFICATION

The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in conformance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

Signed: 
Title: CFO
Firm: Instrument Control Services
Date: 10/06/2021

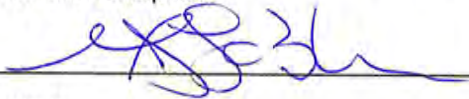
NON-DISCRIMINATION CERTIFICATION

The undersigned Contractor or corporate officer, during the performance of this contract, certifies as follows:

1. The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
2. The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
3. The Contractor shall send to each labor union or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The Contractor shall comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
5. The Contractor shall furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his/her books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation, to ascertain compliance with such rules, regulations, and orders.
6. In the event of the Contractor's non-compliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, the contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulations, or order of the Secretary of Labor, or as otherwise provided by law.

7. The Contractor shall include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontract or purchase order as the administering agency may direct as means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or Contractor as a result of such direction by the administering agency, the Contractor may request that the United States enter into such litigation to protect the interests of the United States.
8. Pursuant to California Labor Code Section 1735, as added by Chapter 643 Stats. 1939, and as amended, no discrimination shall be made in the employment of persons upon public works because of race, religious creed, color, national origin, ancestry, physical handicaps, mental condition, marital status, or sex of such persons, except as provided in Section 1420, and any Contractor of public works violating this Section is subject to all the penalties imposed for a violation of the Chapter.

Signed: _____



Title: _____

CFO

Firm: _____

Instrument Control Services

Date: _____

10/06/2021

EXHIBIT C

Appendix ATTACHMENT 2: FEE SCHEDULE

Certification - I certify that I have read, understand and agree to the terms and conditions of this Request for Proposals. I have examined the Scope of Services (Appendix: Attachment 1) and am familiar with the scope of work. I am familiar with all the existing conditions and limitations that may impact work requests. I understand and agree that I am responsible for reporting any errors, omissions or discrepancies to the City for clarification prior to the submission of my proposal.

Proposer shall submit hourly rates schedule, which shall include but not limited to, direct and indirect costs for labor, for staff per job classification, material, equipment rates, overhead, incidental supplies, travel, mileage, and fuel. Any special materials will be purchased by the contractor only after discussed and authorized by the City projects manager or designee in writing.

Prior to commencement of services, Contractor shall provide separate quotes, upon request by the City, which shall be approved by the City's Public Works Agency.

Note: **This contract is subject to prevailing wages.**

TO: CITY COUNCIL OF THE CITY OF SANTA ANA

FROM: Instrument Control Services

ITEM #	BID ITEM	UNIT	QUANTITY	UNIT PRICE	AMOUNT
Panel Building Services					
1.	SA-7 Radio Repeater Panels as Specified in Exhibit A	EA	1	\$ 20,563.00	\$ 20,563.00
2.	Well 40 Remote Terminal Unit Panels as Specified in Exhibit B	EA	1	\$ 36,142.00	\$ 36,142.00
3.	One-Day Training Session	EA	2	\$ 3,015.00	\$ 6,030.00
TOTAL				\$ 59,720.00	\$ 62,735.00

Contractor shall submit additional labor, material and rental equipment rates along with fee schedule. Contractor's labor and equipment rate sheet shall list rates for all labor designations, equipment and materials.

Instrument Control Services		134247157
COMPLETE LEGAL NAME OF COMPANY		TAXPAYER I.D. NO.
6085 King Drive # 100	Ventura, CA	93003
BUSINESS ADDRESS STREET	CITY/STATE	ZIP CODE
x	Michael J LeBlanc	CFO/Director of Industrial Automation
SIGNATURE OF AUTHORIZED AGENT	NAME (PRINT)	TITLE
mleblanc@instrumentcontrol.com		805-642-1999
EMAIL ADDRESS		PHONE NUMBER
950744		1000015547
CSLB NUMBER		DIR REGISTRATION NUMBER

INSTRUMENT CONTROL SERVICES

AUTOMATION, ELECTRICAL, INSTRUMENTATION, MAINTENANCE AND VALVE REPAIR
Contractor's License # 950744

6085 King Drive # 100
Ventura, CA 93003
Tel: 805-642-1999
Fax: 805-642-3911



Effective January 1, 2021

Instrument Control Services is pleased to submit the following service rates.

	RATE/HOUR
ELECTRICAL & CONTROLS ENGINEER (PE)	\$240.00
SENIOR DESIGN & SYSTEMS INTEGRATOR	\$185.00
DESIGN ENGINEER I & SYSTEMS INTEGRATOR I	\$165.00
DESIGN ENGINEER II & SYSTEMS INTEGRATOR II	\$155.00
PROJECT MANAGMENT	\$135.00
CAD OPERATOR	\$95.00
PANEL FABRICATOR	\$85.00
OFFICE ADMINISTRATION	\$65.00

*Onsite Service Rate dependent of Prevailing Wage Determination plus Labor Burden and allowed 20% markup

TERMS

Effective January 1, 2021

STRAIGHT TIME:

Straight time rates apply to the first (8) hours per day.

OVER TIME:

Over time rates apply to the time worked more than (8) hours per day, Monday through Friday, all day Saturday, the first 8 hours on Sunday and oncall outs between (5PM-7AM). This rate will be charged at (1.5 times) the straight time rate.

PREMIUM TIME:

Premium time rates apply to all time worked more than (12) hours per day, all hours past *8 on Sunday, the holidays list by company's human resource department for their employees and on call outs between (5PM-7AM) on Saturdays and Sundays. This rate will be charged at (2 times) the straight time rate. * Based on consecutive days as per labor Laws*

HOLIDAYS:

company holiday schedules for assigned staff. Holidays are billed at Premium Time rate of (2 times) the straight time rate.

SHIFT DEFERENTIAL:

Day: 6:00 AM to 6:00 PM, rates equal to published rates.

Night: 6:00 PM. to 6:00 AM, rates equal to published rates plus 7.5 %.

CALL-OUT:

Minimum time:

4 hours

TRAVEL TIME FOR CALL-OUT:

All travel time is to be charged according to time conditions above. Travel time is to be paid from shop to job site and back to shop.

TRAVEL TIME:

All travel time is to be charged according to the time conditions above. Travel time is to be from shop to job site for Land jobs and portal to portal for offshore jobs.

EXPENSES:

All expenses will be itemized and billed cost plus 15 %.

PER DIEM:

GSA listed Per Diem rates are utilized and apply to work facilities/locations beyond 50 miles of the ICS Main Office for Land jobs and/or beyond 50-miles off-shore assigned staff normal report to portal location.