AGREEMENT WITH TRIMAX 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 Trimax, a Tesco Controls Company ("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.

<u>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.</u>

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 notavailable, 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 theContractor 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 requiredby this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing allpolicy 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 therisk, 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: Trimax
565 Explorer Street
Brea, CA 92821
Attn: Kathy Sexton, Senior Estimator

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:

_____
Daisy Gomez
Clerk of the Council

CITY OF SANTA ANA

_____
Kristine Ridge
City Manager

APPROVED AS TO FORM
SONIA R. CARVALHO
City Attorney

By: _____
Brandon Salvatierra
Deputy City Attorney

TRIMAX

_____
Name: Shain Thomas
Title: Chief Executive Officer

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 filed 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

TRIMAX
565 Explorer Street
Brea, CA 92821
714.255.8590
TrimaxSystems.com

Statement of Qualifications

Water Resources Panel Building Services

Presented to

City of Santa Ana

Prepared by:

Trimax, a Tesco Controls Company

565 Explorer Street, Brea CA 92821

Phone: (714) 255-8590

Fax: (714) 255-1922

Contents

COVER LETTER

This proposal is offered by Trimax, a Tesco Controls Company, Brea Office, located at 565 Explorer St., Brea, CA 92821. The main office number is 714.255.8590 and the office fax is 714.255.1922. Trimax is a corporation.

If you have any questions about this proposal contact Kathy Sexton, Senior Estimator, cell number is 972.672.1855.

AGREEMENT STATEMENT

Trimax agrees to the Attachment 4: Standard Agreement with no exceptions.

PROPOSER QUALIFICATIONS AND RELATED EXPERIENCE

Founded in 1983 by two electrical engineers, TRIMAX has grown into a full-service control systems integrator headquartered in Brea, CA, with offices in Dallas, TX and Maui, HI. We provide professional services and related equipment to clients in the water/wastewater, solar, energy, bulk material handling, manufacturing, and scientific industries.

In April 2019, Trimax was acquired by Tesco Controls, Inc., North America's largest control systems integrator focused solely on the water/wastewater Industry. This has expanded our professional services capabilities, increased our manufacturing capabilities, and added technological synergies to enhance our customers' experience.

Philosophy

Trimax provides unique solutions by first establishing relationships with our clients which focus on a deep understanding of customer processes and needs. We then deliver customer-specific, turnkey solutions including comprehensive engineering, programming, commissioning, and custom panel fabrication.

We are a proud member of the international controls engineering community and continually strive to be at the forefront of development of our field. We seek out new challenges and opportunities to apply our unique brand of customized solutions to lead our industry into the future.

Staff

Trimax has a staff of almost 50 highly trained professionals in the controls industry. Our engineers and project managers design and implement integration plans necessary to incorporate any number of logistics, communication, and security devices into one centrally located system, and to train an owner's staff to properly operate and maintain that system. Our engineers have been working in the industry for at least 10 years, and some more than 20 to 30 years.

Capabilities

Trimax has over three decades of industry experience with systems integration in a variety of fields. We have worked with clients on targeted solutions to specific problems, and site-wide SCADA integration systems that rely on central information processing from widely scattered remote sites. Trimax has programmed the pumping of liquid nitrogen, mission critical processes, systems controlling billions of dollars of equipment, and systems that lives depend upon.

We apply our knowledge and experience with industry-leading software from companies like Rockwell Automation, Inductive Automation, and Wonderware, to create custom programs that continually push the capabilities of the software. We complete work designing and upgrading systems to standardize hardware and software best suited to the client's needs.

Facilities

Our facilities are equipped with the tools and test equipment necessary to calibrate, test and start-up all instrumentation, control, telemetry, and SCADA systems hardware and software your project/service might require, including remote diagnostic capabilities. The merging with Tesco Controls has added highly customized manufacturing capabilities. Trimax uses ERP software, documented process workflows, standardized submittal practices, and expertise of our engineering staff to effectively manage projects.

Products and Services Offered

Trimax is a "Turnkey" Solution Provider leveraging advanced programming software to create more efficient systems with increased visibility and oversight, including remote access. Our engineers are experts in PLC/PAC, HMI, SCADA and MES programming and integration. Combined with our skilled electrical design engineers and UL rated panel shop, Trimax possesses all the necessary tools to provide turnkey solutions for a variety of industries.

Among some of the services we provide are PLC/PAC, HMI and SCADA programming, MES Development and ERP Integration, electrical engineering, UL panel shop, instrument calibration services, system start-up and training, CCTV and remote monitoring, maintenance and on-call contracts, field services and telemetry integration.

Applicable License(s) and Certifications

Trimax is part of the GE Solution Provider Program, Rockwell Automation Global Commercial Program, Schneider Electric Alliance Program, Siemens Software Integrator Program, Inductive Automation Ignition Certified, and currently in process for Wonderware InTouch and System Platform 2014 R2 Certification. Trimax Panel Shop carries the following certifications E133199 UL 508A Industrial Control Panels, E304786 UL 1203 Explosion Proof (XP) Panels, E305397 UL 698A Intrinsically Safe Panels (508A with Intrinsic Extensions).

List of contracts in the last three years that were terminated prior to completion

Trimax in its history, has never had a contract terminated prior to completion. Trimax is committed to delivering the client their systems as required per the specifications and contract documents.

Project Mangement

Trimax assigns a dedicated project manager for all services provided by the company. This allows a single reliable point of contact for the customer and provides an individual that has knowledge of all aspects of a project to ensure that the needs of the client are always met. While there may be multiple projects and service-related activities occurring simultaneously for a client we maintain a single project manager. That person is then best suited to evaluate the needs of completing requirements and allocate resources in the most efficient way possible.

The project manager facilitates communications between all personnel involved on the project through weekly meetings. This is most important when multiple projects are underway. To keep constancy in the outcome across multiple sites the project manager makes sure that all parties are made aware of decisions made at a single location. If work includes interacting with or managing other contractors, the project manager tracks vital aspects of the project that must integrate clearly between all parties. This requires the preparation and management of documentation defining these interactions to make sure that requirements from all sides are specified and understood by everyone.

Strong and open communications are required between Trimax engineers and many members of the district's staff to ensure that work performed best meets the needs of the district and operates as intended. Many times, this is achieved through meetings and/or workshops. While this is very positive for information transfer it also creates contrasting opinions. To mitigate this, we require one point of contact per project that is designated to make final decisions that are not formally answered through the RFI process.

Resource Availability

Trimax has a strong group of engineers with specialties in a wide range of fields associated with PLCs, SCADA, Networks, database & software development, and robotics. This allows for high level solutions to almost any problem. At the same time, it also provides flexible resource support to meet demanding needs. All the engineering staff is strong in the

core disciplines of PLC, HMI, and SCADA. While at any given time the bandwidth of an individual may be very limited the group is usually able to take on any requirements that come up.

Quality Assurance

Trimax believes strongly in quality assurance and has set procedures in place for many aspects of the company. Trimax will identify the strategy and controls currently employed, and to be developed and implemented, to consistently deliver applications and services that meet the requirements of City and their stakeholders. This approach will serve as a map of the current controls employed by Trimax and will present a concise strategy for the continuing development throughout the project.

Quality assurance is relevant and applicable to all operations, from the integration of Headquarters to all the remote sites. When safety conditions exist, the Project Management may decide to bring our own Certified Safety Engineer or obtain subcontractors who has earned the "Certified Safety Engineer" status.

UNDERSTANDING SCOPE OF SERVICES

Each project is assigned a lead engineer that is responsible for all aspects of the work. To best utilize the abilities of the senior engineering staff Trimax has created a strong support structure including design engineers, drafters, instrument technicians, software developers and field service technicians. The lead engineer has these resources at his/her disposal to assist with project tasks allowing more of the engineer's time to be spent programming and commissioning systems. The senior engineer is solely responsible for all work and documentation performed. He/she is required to review and verify the product of all support work. The support staff allows for more efficient output from the senior engineer and the single point of accountability makes sure that the assistance is a tool and not a crutch. The support staff also acts as a review panel and secondary check to the senior engineer.

This structure also ensures that when multiple programmers are working on a project there is a single direction and methodology. The senior engineer defines the breakdown of tasks and interaction between all programming before work begins.

Trimax believes that detailed and accurate design at the beginning of a project saves far more time at the end of the work. This design must also account for possible future needs and expansion, so the result has the flexibility to meet ongoing requirements.

Documentation is the key to accurate design, efficient work, a successful result, and maintainability. It produces a greater life cycle for the project.

Relevant Project Experience and Client References

Implementing our proven approach to systems integration for more than 35 years in a variety of industries, Trimax delivers complete industrial control system solutions across both process control and automation applications. Our experience spans hundreds of customers and thousands of projects, some of which are highlighted in this section. We invite you to contact our client references to confirm their satisfaction with the products and services received from Trimax on recent, relevant projects.

Trimax is known for integrating multiple types and brands of hardware, systems, and software platforms, including package systems. Our proven approach is to first develop an understanding of your needs and your process, identify custom solutions that deliver quality system improvements you can rely on and trust, and collaborate with your staff to successfully integrate your automated control systems.

Former Building 10 Integrated Groundwater Remediation

Boeing Company, Long Beach, California

Trimax joins forces with Hargis + Associates as part of a multi-disciplinary team to implement a project to remediate contaminants from spills, leaks, and chemical releases in soil and groundwater.

In February of 2012, Trimax was contracted to design, fabricate, integrate, and provide start-up support for a control system for the B10 Integrated Remediation System, Former C-1 Facility, located in Long Beach, California. The remediation system consisted of seven subsystems including a 2,000-standard-cubic-feet-per-minute (scfm) soil vapor extraction system with a thermal oxidizer and dry scrubber treatment, a 2,000 scfm vapor phase granular activated carbon adsorption vapor extraction system, dual phase extraction system using air stripping, advanced oxidation, and liquid phase carbon adsorption system, and a groundwater extraction and treatment system with liquid phase carbon adsorption.

Trimax provided the design and fabrication of a main control panel plus three remote I/O panels to control and interface with multiple groundwater extraction wells and treatment facilities controls, in order to operate the various subsystems as well as remove the contaminants from groundwater and vapor. The overall project integrated two vendor-supplied control panels for treatment equipment packages, tank level systems, blower control packages, and an advanced oxidation system to SCADA for monitoring, trending, and control. Ignition services were installed to communicate with PLC/HMI software Wonderware and Windows systems. For the Ethernet/fiber network, Trimax integrated 23 extraction wells, 3 injection wells, chemical tanks, valves, pumps and water treatment packages.

Over the past eight years, Trimax has provided ongoing field control modifications associated with system modifications and optimization and has also provided and integrated field instrumentation, such as Pressure, Flow, Temperature, and Level, transmitters, switches, and gauges, along with calibration, testing, and commissioning. Programming included various PLCs firmware updates, retro fits, logic edits, and network communication to existing and new systems.

OWNER AGENCY: **BOEING COMPANY**

REFERENCE
John Scott, PE
Global Enterprise Sustainability
The Boeing Company
818.519.9894
john.r.scott@boeing.com

CHEMICAL ENGINEER
Kevin Coons, PE
Chemical Engineer
Engineering Analytics, Inc.
858.414.3704
KCoons@enganalytics.com

ENVIRONMENTAL REMEDIATION
Greg Gibbs, PE, Principal
Jacob & Hefner Associates, Inc.
dba JHA Environmental, Inc.
949.453.1045
ggibbs@jacobandhefner.com

CONTRACTS
$1,047,098 The Boeing Company
$280,141 JHA Environmental, Inc.

DATES
2012 – Present

EQUIPMENT AND SOFTWARE
- Wonderware/Ignition Platform SCADA
- Allen-Bradley PLCs
- Ethernet/Fiber Network connecting 20 remote and three local sites

Since 2013, Trimax has enjoyed an effective, collaborative working relationship with Hargis + Associates from our successful .

OWNER AGENCY:
RAYTHEON TECHNOLOGIES CORPORATION

REFERENCE
Kevin Coons, PE
Senior Professional Engineer
Engineering Analytics, Inc.
(previously with Hargis + Associates, Inc.)
858.221.0264
KCoons@enganalytics.com

PROGRAM MANAGER
Tony Rossi, PE
Engineering Manager
Hargis + Associates, Inc.
858.410.7449
trossi@hargis.com

DESIGN ENGINEER
Ross Horton, EIT
Staff Engineer
Hargis + Associates, Inc.
858.373.7649
RHorton@hargis.com

CONTRACTS
$182,134 total, Hargis + Associates

DATES
January 2014 – Present

EQUIPMENT AND SOFTWARE
- Wonderware HMI
- Ignition SCADA
- Allen-Bradley PLCs
- Ethernet/Fiber Optic

Raytheon Technologies Groundwater Treatment Extraction System

Raytheon Technologies Corporation, Fullerton, California

Trimax partnered with Hargis + Associates for three major groundwater extraction and treatment upgrade projects at the former Hughes Aircraft Company Facility in Fullerton, California. Trimax provided design services and manufactured a verity of field control panels that communicate with groundwater extraction wells and associated field instrumentation for pumping contaminated groundwater from wells into various treatment systems that remove the contaminates before returning clean water back into the ground for aquifer storage.

Groundwater Extraction and Treatment System Expansion

Trimax designed, fabricated, and tested the main PLC control panel to operate and control a groundwater extraction and treatment (GET) system at the former Hughes Aircraft Facility. The main PLC panel operates and provides status to sub-panels, extraction well pumps, transfer pumps, and communicate with the Trojan advanced oxidation process (AOP) system. Testing and start-up services included operation of all pumps and motors, valves, filtration systems, UV-lighting, carbon absorption system, storage tank control and all extraction well controls. Trimax tested all interlocks, shut-down and emergency systems to confirm successful system operations.

The challenges of integrating multipliable ground-well pumps scattered throughout the Raytheon site and vicinity for this major environmental cleanup included communicating control through fiber and wireless to the extraction wells, integrating the water delivery systems, and manufacturing the water treatment packages.

After a successful and on-schedule plant testing, startup, and commissioning, Trimax provided deliverables including Loop Diagrams and Control Panel Drawings with PLC Control Code. We continue to provide ongoing services for upgrades and modifications to the plant controls.

Piiholo Water Treatment Plant Control System Improvements

County of Maui, Department of Water Supply, Hawaii

OWNER AGENCY: COUNTY OF MAUI

REFERENCE

Tony Linder
Water Treatment Plant Division Chief,
Water Services
County of Maui
Tony.Linder@co.maui.hi.us
808.270.7380

CONTRACTS

$869,206 Piiholo WTP Upgrades
$534,125 Iao WTP Upgrades

DATES

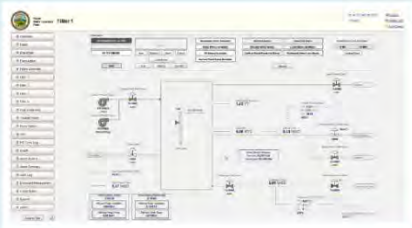
2015 – 2017 Piiholo WTP Upgrades
2017 – 2019 Iao WTP Upgrades

EQUIPMENT AND SOFTWARE

- Ignition SCADA
- Allen-Bradley ControlLogix PLCs
- Cisco Ethernet/Fiber

Piiholo Water Treatment Plant Control System Improvements

This project upgraded the PLC controls and SCADA system at an existing 3.2 million gallons per day (mgd) capacity water treatment facility required to remain in continuous operation. The overall project upgraded the entire facility, including: reservoir monitoring, raw water processing, flocculation, filter and backwash, chlorination, soda ash, Granulated Activated Carbon (GAC) monitoring, clearwell control, distribution system, and pump station.



Trimax upgraded the PLC system comprising 10 enclosures to a new, fully-redundant Allen-Bradley ControlLogix PLC system with remote I/O. Trimax also replaced the existing Wonderware SCADA system with Ignition by Inductive Automation. Because the water treatment facility was required to remain operational, with specific treatment process downtime limited to a maximum of four hours on any given day, Trimax installed the new control system and SCADA in parallel with the existing systems and limited all downtime during testing to less than four hours. Once the new system testing was complete, the old controls were removed, and new ones installed to final physical locations.

Iao Surface Water Treatment Plant Upgrades

This $21.5 million project constructed a new surface water treatment plant in central Maui with a micro-filtration treatment process. The plant has clean-in-place four filter trains and backwash, and a maximum capacity of 3.2 mgd. The control system operates raw water in-feed from a local stream, filtration, chemical dosing, chlorine generator, chlorine contact tank, 3 MG water storage tank, and pumping into the water distribution system.

Trimax upgraded the existing control system to fully-redundant Allen-Bradley ControlLogix processors with 12 large remote I/O panels, including more than 600 I/O system points. Trimax also implemented a new Ignition SCADA system in a fully-redundant configuration.

Trimax

OWNER AGENCY:
SOUTHERN CALIFORNIA EDISON

REFERENCES

Karim Naim
Engineering Support & Services
909.274.1426
karim.naim@sce.com

Brian Smith
Transmission and Distribution
Controls and Meter Asset Engineering
909.301.7033
Brian.X.Smith@sce.com

John P. Hamilton
Construction Project Manager
951.201.9679
John.P.Hamilton@sce.com

CONTRACTS

$28.3 million total since 2009

DATES

2009 – Present

EQUIPMENT AND SOFTWARE

- Specific Software/Hardware is Confidential
- Grid Protection and Automation Equipment
- SCADA, HMI, and PLC Programming & Integration
- Fully-Configured Substation Buildings
- Equipment Testing and Verification

SCE Power Grid and Substation Modernization and Upgrade Programs

Southern California Edison (SCE), various power grid project sites throughout Southern California

Trimax enjoys a longstanding partnership with Southern California Edison (SCE), fabrication and testing of various types of relay racks for all sizes of SCE Substations throughout Southern California. ***We are proud to be Southern California Edison's only zero defect partner.***

Since 2009, Trimax has partnered with Southern California Edison (SCE) to deliver turn-key solutions for SCE's regional power grid and substation upgrades, including fabrication of relay racks, HMI/PLC racks, switch racks, and drop-in mechanical-electrical equipment room (MEER) buildings. Trimax has completed over 480 projects ranging from single relay racks to fully-tested drop-in MEER buildings, which has allowed us to form a strong, collaborative relationship with SCE staff.

Trimax is a recognized and approved Automation / Protection Programmer for the SCE Automation and Protection Group.

Our relevant SCE project experience includes providing assembly and wiring of relay racks, developing interconnect and connection designs, and configuring PLCs, SCADA/HMIs, relays, switches, clocks, and system alarms. A brief summary of our history serving SCE includes:

- **2009:** Manufacture, assemble, wire and test FTO Relay Racks
- **2016:** Approved vendor for Factory Acceptance Testing (FAT)
- **2017:** Approved vendor for manufacturing and installation of SCE Drop-In MEER buildings
- **2018:** Approved Automation Programming vendor for the SCE Automation and Protection Group; SCE SEMT programming certification
- **2020:** Awarded the $10 million SCE Metro East / Orange Region, three-year agreement

Robert W. Goldsworthy Desalter Expansion and Completion of New Source Water Wells and Conveyance Pipelines Project

Water Replenishment District of Southern California, Lakewood

This project expanded the existing 5 mgd Robert W. Goldsworthy Desalter groundwater treatment facility to increase plant capacity and improve water quality to comply with discharge regulations. To achieve this, an additional reverse osmosis (RO) train was added to allow for increased filtration.

TRIMAX was specifically responsible for upgrading the PLCs, implementing a new Wonderware SCADA and upgrading the plant UL control panels. The system upgrade consisted of 100+ instruments, CCTV equipment, servers, computers, printer, Wonderware SCADA and associated other software.

The new system was designed with minimal downtime as possible. With this, a redundant Schneider Electric Modicon M580 architecture was utilized to maintain plant level equipment operation. On top of this sat a redundant Wonderware System Platform SCADA for operators to interface, monitor and trend plant systems.

To ensure accuracy and stability of the system, on-site loop testing and calibration were completed. An additional on-sit Factory Acceptance Test, proved out the control-loop functionality as outlined in the contract specification.

- Design and fabrication of UL control panels using Modicon components
- Programming of PLCs and SCADA software
- Field instrument calibration and control system commissioning

OWNER AGENCY:
WATER REPLENISHMENT DISTRICT OF SOUTHERN CALIFORNIA

REFERENCE
Phuong Watson
Senior Engineer
562.275.4246
pwatson@wrd.org

CONTRACT
$1,535,584

DATES
January 2016 – February 2018

EQUIPMENT AND SOFTWARE
- Modicon M-580
- Ethernet/Fiber Ring Communication
- Wonderware System Platform SCADA
- Wonderware InTouch Panels
- Dream Reports
- Win-911 Dialer

OWNER AGENCY:
OLIVENHAIN MUNICIPAL WATER DISTRICT

REFERENCE
David Smith
Water Treatment Plant Manager
760.415.2304
dsmith@olivenhain.com

CONTRACT
$851,800

DATES
2011 – 2013

EQUIPMENT AND SOFTWARE
- Ignition SCADA
- Allen-Bradley PLCs
- Ethernet/Fiber

David C. McCollom Water Treatment Plant LT2 Improvements

Olivenhain Municipal Water District (OMWD), Encinitas, California

The goal of this water treatment plant (WTP) control system upgrade project was to improve water quality to control microbial pathogens by installing improved membrane filtration units, strainers, pump stations, aeration blowers, and hydraulic energy recovery turbines. The David C. McCollom WTP is one of only three plants in the world that have zero water waste.

Modifications to the 34 mgd McCollom WTP included three new UL control panels, major updates to six existing panels, six new CPUs, 174 new instruments, and 2,000+ new I/O points. Trimax upgraded the existing SCADA system from Wonderware System Platform to Inductive Automation Ignition, including upgraded reporting from Operator-10.

System upgrades included controls for the new plant membrane control, blower room control, backwash equalization, residuals handling, coagulants, polymers, caustics, citric acid, sodium hypochlorite feed system, ammonia feed, fluoride feed, centrifuge, and solids handling facilities. Trimax integrated two operator workstations in the Control Room, and five industrial PC workstations on the plant floor to enable operators to remotely access SCADA from any computer with the proper IT credentials for login.

Project challenges included a 60-day plant shutdown for the installation and commissioning of all equipment before the mandatory project completion date. Trimax accomplished our work on-schedule.

Application software included: redundant controllers, ControlNet, Ethernet, servers, and auto-dialers. Trimax also provided PID programming, ramping functions, flow pacing, weight formulas, historical trending, operator customizable trending and reporting, exponential equation reporting, and system-wide monitoring and alarming.

CLIENT COMMENDATION

All,

We were successful in demonstrating the plant controls, alarm dial-out functions and shutdown trigger protocols to the satisfaction on CDPH. Our plan is to initiate 24-hour operations this coming Monday.

Achieving this milestone in a single site visit was a major achievement, and it would not have been possible without Trimax and GE working side by side with us in the control room; fielding questions and making changes on the fly to the PLC code.

I wanted to express my sincere thanks to everyone at AW, SCC, Trimax, GE, VCM and OMWD for your hard work and dedication in getting us to this most critical phase of the project.

Respectfully,
Dave Smith

OLIVENHAIN
Municipal Water District

Follow-On Water Distribution System and Wastewater Treatment Plant Upgrades: Trimax was subsequently selected to upgrade the WTP Distribution System SCADA application from Wonderware to Ignition by Inductive Automation, with TopView alarming software implemented for remote dialing and alerting. Trimax also upgraded the District's OMWD Wastewater Treatment Plant from Wonderware to Ignition.

Trimax provides ongoing District-wide maintenance and as-needed troubleshooting services.

Sub-Regional Water Reclamation Plants

Victor Valley Wastewater Reclamation Authority (VVWRA), Hesperia and Apple Valley, California

This $65.8 million project constructed two new individual water reclamation plants (WRPs), each with capacity of one mgd, located in the City of Hesperia and in the Town of Apple Valley. These new plants treat a portion of the local wastewater, but all solids and the remaining wastewater balance are treated by the main treatment plant in Victorville. The project also modified the existing Apple Valley lift station, an existing percolation pond, and constructed a new, off-site Hesperia lift station.

Integrated communications from specific process systems, like Fine Screens, MBR and UV systems, were installed at both new plants, with a total of 13 PLCs under the new Sub-Regionals network. After programming, Trimax integrated each of these specific process systems into the SCADA System and provided control system commissioning services including factory acceptance testing (FAT) and system start-up. TRIMAX was specifically responsible for:

- Design and fabrication of UL control panels:
  - 7 control panels
  - 4 electrical panels
  - 4 communication and network panels
- Provision and calibration of 215+ instruments and 14 surveillance cameras.
- Programming of 7 Control Logix Allen Bradley PLC's.
- Design and develop 7 local HMI's using FactoryTalk View and Panel View.
- Design, develop and integrate screens from the 7 control panels in to Wonderware SCADA software.
- Programming included process, trending, reporting, and alarming.
- Field instrument calibration and loop checks.
- Project documentation including electrical drawings, loop checks, and networking.

Our history serving VVWRA includes:

- **2017:** Sub-Regional Reclamation plants.
- **2018:** SCADA Upgrade (complete system).
- **2020:** Regional Treatment plant, Phase 1 Control panels upgrade.

OWNER AGENCY:
VICTOR VALLEY WASTEWATER RECLAMATION AUTHORITY

REFERENCE
Mr. Latif Laari
Business Applications Manager
760.954.5083
llaari@vvwra.com

DESIGN ENGINEER
Carollo Engineers
4600 East Washington Street
Suite 500
Phoenix, AZ 85034

CONTRACT
$2,487,471

DATES
February 2017 – May 2018

EQUIPMENT AND SOFTWARE
- Wonderware SCADA and Reporting
- Allen-Bradley PLCs and Panel View Plus Terminals (OITs)
- FactoryTalk View and Panel View +1000
- Ethernet/Fiber Communication

Additional Municipal Experience

Trimax has extensive experience in Municipal projects. We are regularly involved in providing Instrumentation and Control Systems. Here are some examples from the last 7 years or longer.

Owner	Project Name	Subcontract Value
MWD of Southern CA	F.E. Weymouth Water Treatment Plant Oxidation Retrofit Program – Ozonation Facilities	$1,340,000.00
IRWD	Baker Water Treatment Plant	$1,330,748.00
IEUA	Chino SCADA Bid Package #5	$954,600.00
EMWD	Perris WTP Expansion	$180,500.00
EVMWD	Elsinore Valley Pump Station	$57,200.00
IEUA	Archibald Pump Station	$56,800.00
City of Big Bear	Big Bear Lake Lift Station	$19,400.00
Yucaipa Water District	Yucaipa Water Filtration Plant	$1,280,000.00
Irvine Ranch Water District	SGU Treatment Plant	$226,775.00
WMWD	Alessandro Pump Station Phase II	$83,000.00
EMWD	San Jacinto, Hemet and Elsinore Pump Stations	$66,000.00
City of San Clemente	Urban Runoff System	$98,000.00
Irvine Ranch Water District	Michelson Water Reclamation Plant	$184,500.00
Indio Valley Sanitation	Activated Sludge Plant / Sludge Dewatering Facility	$265,000.00
EMWD	Avenue 48 Reservoir and Pump Station	$41,900.00
San Bernardino WD	Scott Labs and Ogden Booster Pump Stations	$127,700.00
Monte Vista WD	ASR Well 32 and 4	$134,180.00
IEUA	Carbon Canyon Pump Station	$23,575.00
Irvine Ranch Water District	PA1 ILP Turnout No.1 & Control Systems	$18,500.00
Valley Center Water District	SCADA System Improvements	$556,000.00
IEUA	RP- a Odor Control Phase 1b & RP1 Solids Bypass	$57,150.00
Irvine Ranch Water District	Cienaga Water Run-Off Cleaning	$137,750.00
Loma Alta Creek	UV Treatment Facility	$91,300.00
Irvine Ranch Water District	Wonderware upgrade	$17,000.00
Mammoth WD	Reclaimed Water Treatment System	$230,500.00
LA County Sanitation District	Whittier Narrow Water Reclamation Plant UV Disinfection Facilities	$121,000.00
IEUA	RP-4 Recycled Water Pump Stations	$228,100.00
City of San Bernardino	Scott Labs and Ogden Booster Pump Stations	$45,456.00
City of San Diego	Miramar Water Treatment Plant Upgrade and Expansion - Contract C	$239,000.00
County of Orange	Cogeneration Conversion @ CUF, Phase II	$308,000.00
City of San Diego	Otay Water Treatment Plant Upgrades Phase 1 & Phase 2	$643,000.00

Bellflower Somerset Mutual Water Company	MWD South Coast Feeder Waterline Connection	$61,000.00
Coachella Valley Water District	Dike #4 Ground Water Recharge Pump Station	$83,711.00
WMWD	March Wastewater Reclamation Facility - Phase 2 Expansion	$229,000.00
LA County Public Works	Compton Creek Pump Station, Unit 1 & Wilmington Pump Station, Unit 2, Pump Station Upgrades	$28,775.00
City of Arcadia	Construction of Colorado Well - Wellhead Facilities	$34,000.00
EMWD	Fluoridation Facilities	$234,900.00
Indio Water Authority	Well 1E	$109,600.00
City of Los Angeles	Santa Monica Bay Low-Flow Diversion Upgrades Package 4	$129,500.00
LA County Public Works	Ave K-8 & Division Street Booster Pump Station	$ 64,620.00
City of Las Vegas	WPCF Nitrification Aeration Basin Improvements	$187,425.00
West Basin MWD	Temporary Ocean Water Desalination Facility	$270,000.00
City of Chino	Euclid Well Improvements	$ 70,400.00
South Orange County Water Authority	Coastal Treatment Plant	$ 74,200.00
WMWD	SCADA Master Plan	$ 37,940.00
City of Beverly Hills	5 Reservoirs	$153,120.00
IEUA	Installation of PRVs between 1158 & 1050 Pressure Zones	$ 47,300.00
City of Los Angeles	Downtown Los Angeles Low Flow Diversion	$ 72,150.00
EMWD	TVRWRF Aeration Pipe Replacement	$ 29,030.00
City of Burbank	Burbank WRP Programming	$ 62,500.00
WMWD	WRCRWA SCADA Upgrade	$ 90,950.00
IEUA	IEUA Recycled Water Programming	$ 43,680.00
IEUA	1630 W Pump Station	$264,000.00
Yorba Linda Water District	Highland Booster Station Replacement	$119,000.00
LA County Public Works	Morris Dam Inlet/Outlet Rehabilitation Project	$303,175.00
County Sanitation Districts of LA County	Westlake Farms Composting Facility Phase I – Mixing and Composting	$403,300.00
Victor Valley Water District	Victor Valley WWTP Phase 3A Upgrades	$260,000.00
Olivenhain MWD	David C. McCollom Water Treatment Plant LT2 Improvements	$851,800.00
IEUA	RP-1 Expansion and RFD-1	$34,149.00
Park Water Company	Well 9D A & M Treatment Plant	$122,765.00
Yorba Linda Water District	Well #20	$65,334.21

Other Reference Contacts

Parsons
Taurin Reynolds
808-216-3070
Taurin.Reynolds@parsons.com

Eastern Municipal Water District
Jeramy Cook
951-928-3777x 6218 or cell 951-355-3490
cookj@emwd.org

Lee & Ro Inc.
Rick Liskow
626-667-5329
Rick.Liskow@lee-ro.com

City of Beverly Hills
John Moreno
310-288-2802 or cell 805-340-0684
jmoreno@beverlyhills.org

Trimax Capabilities

- Electrical Design and Engineering
- Consulting services
- PLC and HMI programming
- SCADA master plan consulting and development
- SCADA programming
- Data collection and analysis
- Telemetry Integration
- Remote monitoring and alarming
- ERP development and integration
- Mobile application development
- MES/MOM (Manufacturing Execution System/ Manufacturers Operations Management) Development & Programming
- ERP Integration
- Bench & Field Calibration, Troubleshooting
- Rapid Response (24/7 support)
- Startup & Commissioning
- UL Panel Shop
- Project management
- Functional Safety (TÜV certified functional safety engineer on staff)

Panel Build Checklist

- Inventory Project Materials
- Verifying Equipment, BOM & Drawings

- Print Full Size Drawing Set
- Installation of Components
- Visually Inspection, Components & Labels (Drum Switches)
- Construction of Racks
- Main Power, & Fiber, connections
- Fiber & Ethernet Connections
- Design Interconnection Drawings
- Wire Pull Test
- Crimping Checks
- Point to Point Continuity Checks
- Record all Non-Conformities on inspection form for production to correct
- Apply Power, push current or voltage
- Scan all drawings and file
- Photograph all Racks and Components

Panel Shop and Field Services Include:

- UL508a certified for industrial control panels, 1000V or less
- UL698a certified for industrial controls panels related to hazardous (classified) locations.
- UL698b certified for industrial controls panels for use in hazardous (classified) locations.
- 18-Point Quality Control process
- Factory Acceptance Testing (FAT, SAT)
- Field services
- Onsite commissioning and support
- Instrumentation and calibration
- Telemetry survey, design, and implementation
- Rapid Response (24/7 support)

Industries that are supported:

- General Manufacturing
- Food and Beverage
- Oil and Gas
- Energy and Utilities
- Water and Wastewater
- Bulk Material Handling
- Transportation
- Airports
- OEM
- Solar
- Scientific/Lab
- Environmental
- Entertainment (Ride Controls)
- Brewing and distilling
- Military

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: Trimax, A Tesco Controls Company

ITEM #	BID ITEM	UNIT	QUANTITY	UNIT PRICE	AMOUNT
	Panel Building Services				
1.	SA-7 Radio Repeater Panels as Specified in Exhibit A	EA	1	$ 41,824.-	$ 41,824.-
2.	Well 40 Remote Terminal Unit Panels as Specified in Exhibit B	EA	1	$ 62,736.-	$ 62,736.-
3.	One-Day Training Session	EA	2	$ 1,120.-	$ 2240.-
			TOTAL	$ X	$ 106,800.-

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.

Trimax, A Tesco Controls Company COMPLETE LEGAL NAME OF COMPANY	94-2218097 TAXPAYER I.D. NO.
565 Explorer St BUSINESS ADDRESS STREET	Brea, CA CITY/STATE
92821 ZIP CODE	
x KM Sexton SIGNATURE OF AUTHORIZED AGENT	Kathy Sexton NAME (PRINT)
Senior Estimator. TITLE	
kathys@trimaxsystems.com EMAIL ADDRESS	972-672-1855 PHONE NUMBER
458072 exp 6/30/2022 CSLB NUMBER	1000005619 exp 6/30/2022 DIR REGISTRATION NUMBER

TRIMAX
565 Explorer Street
Brea, CA 92821
714.255.8590
TrimaxSystems.com

2021 STANDARD RATE SHEET

Professional Services	Standard Rate	Overtime Rate	Premium Services Rate	Travel Time Rate
Wireman	$75.00	$112.50	$150.00	$75.00
Field Technician	$115.00	$172.50	$230.00	$110.00
Instrumentation Specialist	$155.00	$232.50	$310.00	$155.00
Engineer	$200.00	$300.00	$400.00	$200.00
Safety Engineer	$250.00	$375.00	$500.00	$250.00
Service Rate Definitions	M-F 7am – 5pm	M-F after 5pm Saturday 7am-5pm After 8 hours per day	Saturday after 5pm Sundays and Holidays	Any day of the week

PROVISIONS AND OTHER CHARGES

1. Mileage when using personal or company vehicle will be charged IRS rate plus 15%.
2. Materials / Expenses will be billed at costs plus 15% handling charge.
3. Per Diem $75.00. (Per Diem & expenses charged when employee is staying overnight).
4. Rates valid through December 31, 2021.
5. Minimum 10-hour charge for all service out of the area. (Non-driving distances).
6. Minimum 4-hour charge for all local service in the area. (Includes driving time).

OTHER TERMS AND CONDITIONS

Upon contracting into an agreement (i.e. Retainer Agreement, Service Contract, Professional Services/Consulting Agreement, or Notice To Proceed below) with Trimax, A Tesco Controls Company (Trimax), these indicated rates shall be valid for the agreed contract period. Services rendered will be provided on a Time-and-Material accrual basis; which may be estimated in advance with a specific Task Order and/or defined scope of activity(ies). The hours accrued for rendered services will be recorded and only those incurred hours will be billed against the service/contract agreement in addition to the cost of expenses, travel, per diem, ME&I costs, fees, expenditures, and any preauthorized hardware/material provided. Please refer to the time-and-material service provisions and the terms and conditions noted herein.

Trimax time will be invoiced to Client on a regular basis. Client shall notify Trimax of any discrepancies or irregularities within 5 business days for Trimax to further clarify or resolve any invoice dispute, which will be resubmitted for processing and payment. Payment terms are NET 30 days. Please note that services and work rendered by Trimax are subject to terms and conditions defined by Trimax's standard Service Agreement (long form). Please contact Trimax for additional information.

Trimax reserves the right to cease work under this agreement at any time. Client will be notified immediately of any work stoppage.

NOTICE TO PROCEED

Upon signing below, I acknowledge the above rates and terms identified herein and am giving Trimax "Notice to Proceed" for performing work and/or services via time-and-material accrual basis.

TRIMAX, a Tesco Controls Company	Client:
Signature:	Signature:
Date:	Date: