

File ID: 2026-00700

5/5/2026

[Contract] Purchase of Allen Bradley and Rockwell Hardware, Software, Parts, Technical Support, Warranty Administration, and Training [Two-Thirds Vote Required] [Published for 10-Day Review 04/24/2026]

File ID: 2026-00700

Location: Citywide

Recommendation: Pass a **Motion** by two-thirds vote per City Code Section 3.56.230(E) authorizing the City Manager or designee to: 1) suspend competitive bidding in the best interest of the City, for the purchase of Allen Bradley and Rockwell hardware, software, parts, technical support, warranty administration, and training; and 2) execute a Goods and Services Contract with Rexel USA, Inc. for the purchase of Allen Bradley and Rockwell hardware, software, parts, technical support, warranty administration, and training for a five-year term in an amount not-to-exceed \$5,000,000.

Contact: Deanne Neighbours, Logistics Manager, (916) 808-3536, dneighbours@cityofsacramento.org; Charley Cunningham, Utilities Operation and Maintenance Manager, (916) 808-5518, ccunningham@cityofsacramento.org; Dalia Fadl, Director, (916) 808-3765, dfadl@cityofsacramento.org; Department of Utilities

Presenter: None

Attachments:

1-Description/Analysis

2-Contract

Description/Analysis

Issue Detail: The Department of Utilities (DOU) has an ongoing need to purchase Allen Bradley and Rockwell hardware, software, parts, technical support, warranty administration, and training that are necessary to maintain, repair, and upgrade the City's Reservoirs, Water and Wastewater Treatment Plants and the Water, and Sewer, infrastructure. DOU's infrastructure is configured with Allen Bradley and Rockwell equipment. DOU has been installing Allen Bradley and Rockwell products for over 25 years, and they have proven to be extremely reliable. A majority of the existing equipment and components are obsolete and reaching end of life and/or need numerous repairs.

The purchase of Allen Bradley and Rockwell hardware, software, parts, technical support, warranty

administration, and training will ensure continued system functionality of DOU's drainage and wastewater treatment system.

Policy Considerations: City Council approval is required for agreements of \$250,000 or more per City Code 3.56.090.

The Sacramento City Code Section 4.04.020 and the City Council Rules of Procedure (Chapter 7, Section E.2.d) mandate that unless waived by a two-thirds vote of the City Council, all labor agreements, and all agreements greater than \$1,000,000 shall be made available to the public at least ten (10) days prior to City Council action.

Economic Impacts: None.

Environmental Considerations: The Community Development Department, Environmental Services Manager has determined that the proposed activity is not a project pursuant to the California Environmental Quality Act (CEQA). CEQA Guidelines Section 15378(b). The activity is a continuing administrative or maintenance activity involving the purchase of supplies and is not subject to CEQA. CEQA Guidelines Section 15060(c)(3). Future repair and maintenance activities at existing City facilities, that may utilize the purchased supplies, also would be exempt from CEQA review pursuant to CEQA Guidelines Section 15301.

Sustainability: The proposed contract is consistent with the 2040 General Plan's goals and policies related to public facilities and safety, including providing reliable water, wastewater, and stormwater drainage service to the City of Sacramento: (PFS-3.1) The proper maintenance of wastewater treatment plants and drainage systems supports this goal.

Commission/Committee Action: Not applicable.

Rationale for Recommendation: The Department of Utilities (DOU) has an ongoing need to purchase Allen Bradley and Rockwell hardware, software, parts, technical support, warranty administration, and training which are necessary to maintain, repair and upgrade the infrastructure of the City's water, sewer, and drainage system functionality and flood protection. To improve efficiency, the department has standardized equipment whenever there is a benefit in doing so. This allows for standardization of maintenance procedures and training, as well as reduced parts costs and inventory of spare parts on-hand.

City Code Section 3.56.230 allows the City Council to suspend competitive bidding when the City Council determines that it is in the best interest of the City to do so.

Suspension of competitive bidding is in the City's best interest because Rexel USA, Inc. is the only authorized distributor of Allen Bradley and Rockwell hardware, software,

parts, technical support, warranty administration, and training which are required to repair and maintain DOUs existing equipment.

Financial Considerations: Funding for the first year of this agreement of approximately \$500,000 has been included in the Fiscal Year 2025/26 DOU Budget. Funding for future fiscal years shall be subject to funding availability in the adopted budgets for the applicable fiscal year in an amount not to exceed \$5,000,000 over the five-year term. Purchase orders encumbering funds under this agreement will not be created until needs and funding are identified in the applicable budget (operating, capital, multi-operating, or grants).

There are no general funds allocated or planned for this agreement.

Local Business Enterprise (LBE): Rexel USA, Inc is an LBE. The minimum LBE participation requirement is waived as the City has suspended competitive bidding and utilized an alternate procurement method to select a vendor.

CONTRACT #:	PRC004082	PROJECT:	N/A
CONTRACT NAME:	Purchase of Allen Bradley and Rockwell hardware, software, parts, technical support, warranty administration, and training Execution - May 9, 2031	NOT-TO-EXCEED AMOUNT:	\$5,000,000
AGREEMENT TERM:		SOLICITATION:	Suspension of Bidding
AUTHORIZED RENEWALS:	None	LBE (Y/N):	Yes
DEPARTMENT/DIVISION:	Utilities / Wastewater & Drainage	Council File ID:	2025-00700

CITY OF SACRAMENTO

GOODS AND NONPROFESSIONAL SERVICES AGREEMENT

THIS CONTRACT is made at Sacramento, California, by and between the **CITY OF SACRAMENTO**, a charter city and municipal corporation (“CITY”), and

Rexel USA, Inc.

1534 North Market Blvd. Sacramento CA 95834

Phone: (916-) 928-9700 Fax: 916-928-6049/ Email: Inga.Peterson@Rexelusa.com

(“Contractor”), as of the Effective Date, as defined below.

The City and Contractor agree as follows:

1. **Effective Date.** This Contract shall be effective beginning the date it is fully executed by the duly authorized parties.
2. **Contract Documents.** This Contract includes each of the following documents, which are attached or incorporated by this reference (referred to collectively as the “Contract Documents”):

Exhibit A - Technical Specifications
Exhibit B – Payment
Exhibit C – Insurance
Exhibit D – General Conditions
Purchase Orders

If there is a conflict between the terms and conditions of any document prepared or provided by the Contractor and made a part of this Contract and the other terms or conditions of the Contract, the other terms and conditions of the Contract control.

3. **Goods and Services.** Subject to the terms and conditions set forth in this Contract, Contractor shall provide to City the Rockwell Automation goods, materials, equipment or supplies (“Goods”) and the non-professional services (“Services”) described in Exhibit A (referred to collectively as “Goods and Services”).

Contractor will not be compensated for goods, materials, equipment, supplies, or non-professional services outside the scope of Exhibit A (“Additional Goods and Services”) unless, before providing Additional Goods and Services: (a) Contractor notifies City and City

agrees that the Additional Goods and Services are outside the scope of Exhibit A; (b) Contractor estimates the additional compensation required for these Additional Goods and Services; and (c) City, after notice, approves in writing a Supplemental Contract specifying the Additional Goods and Services and the amount of additional compensation to be paid Contractor. Any such Supplemental Contract shall be signed by the City and Contractor.

City will have no obligations whatsoever under this Contract or any Supplemental Contract, unless and until this Contract or any Supplemental Contract is approved by the City as required by the Sacramento City Code. As used in this Contract, the term "Goods and Services" includes both Goods and Services and Additional Goods and Services as applicable.

4. **Payment.** City shall pay Contractor at the times and in the manner set forth in Exhibit B. Contractor shall submit all invoices to City in the manner specified in Exhibit B.
5. **Facilities and Equipment.** Except as set forth below, Contractor shall, at its sole cost and expense, furnish all facilities and equipment required for Contractor to perform this Contract. City shall furnish to Contractor only the facilities and equipment listed below, if any.

Access to City facilities will be provided as needed to accomplish the scope of services.

6. **Insurance.** Contractor shall, at its sole cost and expense, maintain the insurance coverage described in the attached Exhibit C.
7. **General Conditions.** Contractor shall comply with the terms and conditions set forth in the attached Exhibit D.
8. **Non-Discrimination in Employee Benefits.** This Contract may be subject to Sacramento City Code chapter 3.54, Non- Discrimination in Employee Benefits by City Contractors. A summary of the requirements, entitled "Requirements of the Non-Discrimination in Employee Benefits Code (Equal Benefits Ordinance)," can be viewed at:

<https://www.cityofsacramento.org/Finance/Procurement/Contract-Ordinances>.

Contractor acknowledges and represents that Contractor has read and understands the requirements and shall fully comply with all applicable requirements of Sacramento City Code chapter 3.54. If requested by City, Contractor shall promptly provide any documents and information required by City to verify Contractor's compliance.

Contractor's violation of Sacramento City Code chapter 3.54 constitutes a material breach of this Contract, for which the City may terminate the Contract and pursue all available legal and equitable remedies.

9. **Living Wage.** This Contract may be subject to Sacramento City Code chapter 3.58, Living Wage. A summary of the requirements, entitled "Living Wage Requirements", can be viewed at:

<https://www.cityofsacramento.org/Finance/Procurement/Contract-Ordinances>.

The Living Wage Ordinance is applicable to certain contracts with the City in an amount of \$250,000 or more (either initial value or total value after amendment) or if the total value of all Contractor's contracts with the City is \$250,000 or more over a 12-month period. Contractor acknowledges and represents that Contractor has read and understands the requirements and shall fully comply with all applicable requirements of Sacramento City Code chapter 3.58. If requested by City, Contractor shall promptly provide any documents and information required by City to verify Contractor's compliance.

Contractor shall require applicable subcontractors to fully comply with all applicable requirements of Sacramento City Code chapter 3.58 and include these requirements in all subcontracts covered by Sacramento City Code chapter 3.58.

Contractor's violation of Sacramento City Code chapter 3.58 constitutes a material breach of this Contract, for which the City may terminate the Contract and pursue all available legal and equitable remedies.

In addition, for Services that constitute "Public Works" under California Labor Code Section 1720 et seq., if both prevailing wage and living wage requirements apply, Contractor shall pay the higher of the two rates.

10. **Considering Criminal Conviction Information in the Employment Application Process.**

This Contract may be subject to the requirements of Sacramento City Code chapter 3.62, Procedures for Considering Criminal Conviction Information in the Employment Application Process. A summary of the requirements, entitled "Ban-The-Box Requirements," can be viewed at:

<https://www.cityofsacramento.org/Finance/Procurement/Contract-Ordinances>.

The Ban-The-Box Requirements are applicable to certain contracts with the City in an amount of \$250,000 or more (either initial value or total value after amendment) or if the total value of all Contractor's contracts with the City is \$250,000 or more over a 12-month period.

Contractor acknowledges and represents that Contractor has read and understands these requirements and shall fully comply with all applicable requirements of Sacramento City Code chapter 3.62. If requested by City, Contractor shall promptly provide any documents and information required by City to verify Contractor's compliance. Contractor shall require applicable subcontractors to fully comply with all applicable requirements of Sacramento City Code chapter 3.62 and include these requirements in all subcontracts covered by Sacramento City Code chapter 3.62.

Contractor's violation of Sacramento City Code chapter 3.62 constitutes a material breach of this Contract, for which the City may terminate the Contract and pursue all available legal and equitable remedies.

11. **Local Business Enterprise Program.** The Local Business Enterprise Program Participation Requirements ("LBE Participation Requirements") are applicable to this Contract. A summary of the requirements, entitled "LBE Participation Requirements," can be viewed at:

<https://www.cityofsacramento.org/Finance/Procurement/Contract-Ordinances>.

Contractor acknowledges and represents that Contractor has read and understands these requirements and shall fully comply with all applicable requirements of Sacramento City Code chapter 3.64. If requested by City, Contractor shall promptly provide any documents and information required by City to verify Contractor's compliance. Contractor shall require applicable subcontractors to fully comply with all applicable requirements of Sacramento City Code chapter 3.64 and include these requirements in all subcontracts covered by Sacramento City Code chapter 3.64.

Contractor's violation of Sacramento City Code chapter 3.64 constitutes a material breach of this Contract, for which the City may terminate the Contract and pursue all available legal and equitable remedies.

12. **Authority.** The person signing this Contract for Contractor represents and warrants that he or she has read, understands, and agrees to all the Contract terms and is fully authorized to sign this Contract on behalf of the Contractor and to bind the Contractor to the performance of the Contract's obligations.

[Signature Pages Follow Exhibits]

EXHIBIT A
TECHNICAL SPECIFICATIONS

1. Representatives.

The CITY Representative for this Agreement is:

Barry Neal, Electrician Supervisor
Department of Utilities
1395 35th Avenue, Sacramento, CA 95822
Phone: (916) 808-7997/ E-mail: bneal@cityofsacramento.org

The CONTRACTOR Representative for this Agreement is:

Michael Mullin, Outside Sales Representative
Rexel USA, Inc.
1534 North Market Blvd. Sacramento CA 95834
Phone: 916-928-9700 / Fax 916-928-6049 / E-Mail: Michael.Mullin@Rexelusa.com

Unless otherwise provided in this Contract, all Contractor questions and correspondence pertaining to this Contract must be addressed to the City Representative. All City questions and correspondence must be addressed to the Contractor Representative.

2. Scope of Services. Contractor shall provide Goods and Services to City as set forth in Attachment 1 to this Exhibit A.

3. Quantities. Contractor shall furnish Goods and Services at the prices quoted, in accordance with the City's available funds and actual needs as they occur throughout the term of this Contract.

The City is not required to purchase all of the Goods and Services listed, or to expend all available funding reflected in Exhibits A or B.

4. Time of Performance. The Goods and Services described in this Contract shall be provided for **five (5) years**. Contractor shall provide the Goods and Services in accordance with any schedule in Attachment 1 to this Exhibit A.

5. Delivery and Inspection.

A. Delivery. Unless otherwise stated by the City in writing, delivery of Goods shall be made to the City address set forth in Exhibit A. All shipments are Free on Board (F.O.B.) destination with freight prepaid unless otherwise stated. The City is responsible for all shipping and handling charges as quoted.

Contractor assumes full responsibility for all transportation scheduling and costs, including costs for containers, packing, handling, and insurance. The City reserves the

right to request and receive a copy of the freight bill of lading on all purchases shipped F.O.B. prepaid and added.

Time is an important part in the delivery. Contractor is a distributor and not a manufacturer and factory shipping dates given in advance of actual shipment are approximate and not guaranteed. If Contractor has reason to believe that delivery of Goods will not be completed by the date specified, Contractor shall notify the City as promptly as practical of the cause and duration of the anticipated delay and shall include a proposed revised schedule. If the delay is due to causes within Contractor's reasonable control, or due to Contractor's failure in any respect to fulfill its obligations with promptness and diligence, the City may require Contractor to do all things reasonably necessary to deliver or perform as committed.

- B. Inspections: Goods will be inspected at the destination before acceptance by an authorized representative of the City for workmanship, appearance, proper functioning of all equipment and systems, and conformance to all other requirements of this Contract. The Goods shall be delivered to City free of any third party liens or encumbrances.

Notwithstanding the requirements for any City inspection and testing at the destination and except where specialized inspections or testing are specified for performance solely by the City, Contractor shall perform or have performed the inspections or tests required to substantiate that all Goods provided under the Contract conform to the Contractor's interpretation of Contract requirements and confirmed by the City, including, if applicable, the technical requirements for the manufacturer's part number(s) specified.

- C. Deficiencies: If the Goods are discovered to be nonconforming upon inspection, the City shall promptly notify Contractor and Contractor shall correct and redeliver the Goods for re-inspection and acceptance. The period for payment and/or commencement of discount period (if applicable) does not begin until corrective action is complete. The cost of storing rejected Goods and the cost for shipping rejected Goods back to the Contractor or point of origin shall be paid by Contractor.
- D. Inspection of Facilities: If requested by the City, Contractor shall provide the City with an inspection tour of Contractor's facilities where any Goods will be designed, manufactured, or assembled by Contractor. Any such inspection shall be at the City's expense.

- 6. **Title/Risk of Loss.** Title, ownership, and risk of loss or damage of the Goods remains with the Contractor until the Goods are delivered to, inspected, and accepted by the City, which shall occur within ten (15) days of receipt of such Goods, except when the loss or damage is due to the sole negligence of the City.

EXHIBIT B

PAYMENT

1. **Contractor's Compensation.** The total of all fees paid to the Contractor for the provision of Goods and Services as set forth in Exhibit A, including any authorized reimbursable expenses, shall not exceed the total sum of \$ **5,000,000**. The payments specified in this Exhibit B shall be the only payments made to Contractor unless the City approves a Supplemental Contract.
2. **Pricing.** Contractor shall be paid as set forth in Contractor's quotation or Attachment 1 to this Exhibit B, as applicable. Field Services will be charged at the rate in effect at the time Services are delivered.
3. **Contractor's Reimbursable Expenses.** "Reimbursable Expenses" are limited to actual expenditures of Contractor for expenses that are necessary for the proper satisfaction of the Contract and are only payable if specifically authorized in advance in writing by the City.
4. **Miscellaneous Charges.** No additional charges will be allowed unless specified in the Contract, including charges for transportation, fuel, containers, packing, or disposal.
5. **Price Adjustments for Goods.** Manufacturer price increases will be passed on to the City. Price adjustments, if allowed under this Contract, must be requested in writing and accompanied by the required information to substantiate the request for price adjustment, as set forth in the Contract. Any allowable request for price adjustment must be delivered to the City at least 30 days before the adjusted prices become effective. No price adjustment allowable under this Contract will be granted retroactively. The City must also be given the benefit of any decline in prices.
6. **Purchase Orders.** Unless otherwise stated, a purchase order will be issued to the Contractor on behalf of the City. Purchase orders will cite the quantity of Goods or Services requested, the purchase amount, and time of performance. If the time of performance of this Contract extends beyond the close of the City's fiscal year, another purchase order may be issued. No purchase order supersedes any provision of this Contract. Contractor shall not deliver Goods or provide Services until Contractor receives a purchase order or other written notification by the City.
7. **Payments to Contractor.** Contractor is responsible for supplying all documentation necessary to verify invoices to the City's satisfaction.
 - A. Payment terms are NET 30 days, unless the Contractor offers a prompt payment discount that was accepted by the City or as otherwise stated in this Contract. Any prompt payment discounts will be computed from the date of acceptance by the City, or from the date an invoice is received, whichever occurs later.
 - B. Invoices must be submitted to either of the addresses specified below.

(1) Email. Submit email invoices and any attachments to:

apinvoices@cityofsacramento.org

(2) Postal Mail. If emailing is not an option, mail to:

A/P Processing Center

City of Sacramento

915 I Street, Floor 4

Sacramento, CA 95814-2608

C. All invoices submitted by CONTRACTOR must contain the following information:

- (1) Job/Project Name
- (2) CITY's current Purchase Order Number
- (3) Contractor's Invoice Number
- (4) Date of Invoice Issuance
- (5) Work Order Number (if applicable)
- (6) CITY representative identified on the Purchase Order
- (7) Contractor's remit address
- (8) Itemized description of items billed under Invoice
- (9) Itemized description of all authorized Reimbursable Expenses
- (10) Itemized description of all applicable taxes (sales, use, excise, etc.)
- (11) Amount of Invoice (itemize all authorized Reimbursable Expenses)
- (12) Total Billed to Date under Contract (if applicable)

D. Items must be separated into Goods, Services, and Reimbursable Expenses. All applicable sales, use, excise, or similar taxes, including federal excise tax, must be itemized separately on the invoice. Invoices that do not conform to the format outlined above will be returned to Contractor for correction. City is not responsible for delays in payment to Contractor resulting from Contractor's failure to comply with the invoice format described above.

E. For Goods only, a bill of lading number and weight of shipment will be shown for shipments on the Government Bill of Lading.

F. Unless otherwise specified in this Contract, partial payments will not be made by the City and payment will not be due until the completion of the Goods order. No payment precludes the City's right to inspect. Requests for payment status should be addressed to the City Representative for this Contract.

8. Additional Goods and Services. Additional Goods and Services shall be provided by Contractor only when a Supplemental Contract authorizing the Additional Goods and Services is approved in writing by the City in accordance with the City's contract amendment procedures. Any such Supplemental Contract or amendment shall be signed by both parties.

9. Billing Disputes. The burden of proof shall be on the Contractor to establish the accuracy

of its invoices. Upon presentation and verification of the information provided by Contractor, the City will review all records and make a final determination and present its finding to Contractor.

10. Accounting Records of Contractor. During performance of this Contract and for a period of three years after completion of performance, Contractor shall maintain all accounting and financial records related to this Contract, in accordance with generally accepted accounting practices, including records of Contractor's costs for performance under this Contract and records of Contractor's Reimbursable Expenses. Contractor shall keep and make records available for inspection and audit by representatives of the City upon reasonable written notice at a mutually agreeable date and time. Any such audit shall be limited to: (i) all purchase orders issued by the City to Contractor, (ii) warranty documents, (iii) correspondence between the parties, (iv) the City's RFQs, (v) Contractor's quotations and bids, (vi) Contractor's invoices to the City, (vii) proof of delivery, (viii) evidence of payments received by Contractor from the City, and any other documents exchanged between the parties.

11. Sales Tax Requirements. The City is not exempt from paying sales tax. Sales tax must be shown on the invoice as a separate line item.

12. Use Tax Requirements. On out-of-state purchases, Contractor shall list its Use Tax Permit Number (if applicable) on the invoice, which authorizes Contractor to charge and collect California Sales Tax. The Purchase Order will include sales tax, if applicable to the purchase, regardless of whether an out-of-state Contractor collects California State sales tax or not. The City shall pay Use Tax directly to the California Department of Tax and Fee Administration ("CDTFA") if the out-of-state Contractor is not required to collect California Sales Tax. During the performance of this Contract, Contractor, for itself, its assignees and successors in interest, agrees as follows:

A. Use Tax Direct Payment Permit: For all leases and purchases of tangible personal property used to perform the Contract and shipped from outside California, Contractor and any subcontractor(s) leasing or purchasing such tangible personal property shall obtain a Use Tax Direct Payment Permit from the CDTFA in accordance with the applicable CDTFA criteria and requirements.

B. Sellers Permit: For any construction contract and any construction subcontract in the amount of \$5,000,000 or more, Contractor and the subcontractor(s) shall obtain sellers permits from the CDTFA and shall register the jobsite as the place of business for the purpose of allocating local sales and use tax to the City. Contractor and its subcontractors shall remit the self-accrued use tax to the CDTFA and shall provide a copy of each remittance to the City.

C. The above provisions apply in all instances unless prohibited by the funding source for the Contract.

13. Excise Tax Requirements. The City of Sacramento is exempt from the payment of Federal Excise Tax. An exemption certificate will be submitted to Contractor upon request. If Federal Excise Tax is applicable to the transaction, it must be so stated and excluded from the price.

14. Tax Payments. Contractor shall pay, when and as due, any and all taxes incurred as a result

of Contractor's compensation hereunder, including estimated taxes, and shall provide CITY with proof of the payment upon request. Contractor hereby agrees to indemnify CITY for any claims, losses, costs, fees, liabilities, damages or injuries suffered by CITY arising out of Contractor's breach of this section.

15. Public Works Requirements. *[To be completed by the City Representative:]*

The services provided under this Contract include ***[check one if applicable]:***

- _____ Construction work in an amount exceeding \$25,000;
- _____ Land Surveying, material testing, or inspection services provided for a City construction project during the design, pre-construction, construction, or post-construction phases of the project; or
- _____ Alteration, demolition, repair, or maintenance work in an amount exceeding \$15,000.

If any of the lines is checked above, this Contract includes "Public Work" under the California Labor Code and is subject to the following requirements:

A. Payment of Prevailing Wages: Contractor and any subcontractor(s) performing any Public Work shall comply with the provisions of Sacramento City Code section 3.60.040 and applicable provisions of the California Labor Code, which require, among other things, that Contractor and all subcontractors pay not less than the prevailing rate of wages, as determined by the Director of the California Department of Industrial Relations ("DIR") in accordance with California Labor Code section 1773. Contractor and every subcontractor shall maintain payroll records and submit certified payrolls and other labor compliance documentation electronically when and as required by CITY. In addition, Labor Code Section 1771.4 requires the Contractor and any subcontractor performing any Public Work to furnish electronic payroll records directly to the Labor Commissioner. Contractor shall include these requirements in every subcontract.

This Agreement is subject to compliance monitoring and enforcement by the DIR, as specified in California Labor Code section 1771.4. The Contractor and any subcontractor will be subject to withholding and penalties for violation of prevailing wage requirements in accordance with applicable law, including Labor Code Sections 1726, 1741, 1771.5, and 1775, and City Code Section 3.60.040. Questions regarding the City's Labor Compliance Program should be directed to the City Representative.

B. DIR Registration: California Labor Code Section 1725.5 requires the Contractor and all subcontractors performing Public Works services to be currently registered with the DIR, as specified in California Labor Code Section 1725.5. California Labor Code Section 1771.1 provides that a contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal (subject to the requirements of Section 4104 of the

California Public Contract Code), or engage in the performance of any contract for Public Work, unless currently registered and qualified to perform Public Work in accordance with California Labor Code Section 1725.5.

Further information can be found on DIR's website at <http://www.dir.ca.gov/Public-Works/Contractors.html>. The above summary is provided solely for informational purposes and does not in any way affect the Contractor's and subcontractors' obligation to comply in all respects with all other applicable laws and regulations. The Contractor shall disseminate these provisions to all subcontractors.

Before the performance of work by Contractor or any subcontractor(s) under this Contract, Contractor shall furnish Contractor's and any subcontractors' current DIR registration number(s). The Contractor's current DIR registration number and the current DIR registration number of all subcontractors will be listed on the Subcontractor and LBE Participation Verification Form, incorporated herein.

- C. Workers' Compensation Certification. In accordance with California Labor Code Section 1861, by signing this Contract, Contractor acknowledges and represents that Contractor is aware of the provisions of section 3700 of the California Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and that Contractor will comply with the provisions of the Labor Code before commencing performance under this Contract.
- D. Apprentices. If this Contract is for the performance of any Public Work, and the amount of the Contract is \$30,000 or more, the Contractor and any subcontractors performing any Public Work under this Contract must comply with and be subject to enforcement under, the provisions of Sacramento City Code Section 3.60.050, Section 1777.5 et seq. of the California Labor Code, and implementing regulations set forth in Title 8 of the California Code of Regulations, governing the employment of apprentices. The Contractor and any subcontractors performing Public Work will be subject to penalties for apprenticeship violations in accordance with Labor Code Section 1777.7.
- E. Working Hours. If this Contract is for the performance of any Public Work, Contractor and any subcontractors performing any Public Work under this Contract must comply with and be subject to enforcement under, the provisions of Sacramento City Code Section 3.60.040 and California Labor Code Section 1810 et seq., governing the working hours of employees performing Public Work.
- F. Failure to Comply with Labor Compliance. If all applicable labor compliance requirements are not met, the City will have the right to withhold or reject a payment request and/or invoice, in whole or in part, without in any way relieving Contractor or its subcontractors of any obligations under this Contract.
- G. Intentionally omitted.

EXHIBIT C

INSURANCE

1. **Insurance Requirements.** During the entire term of this Contract, Contractor shall maintain the insurance coverage described in the Insurance Terms below.

Full compensation for all premiums that Contractor is required to pay for the insurance coverage described herein shall be included in the compensation specified under this Contract. No additional compensation will be provided for Contractor's insurance premiums. Any available insurance proceeds in excess of the specified minimum limits and coverages shall be available to the City.

If the CONTRACTOR maintains broader coverage and/or higher limits than the minimums shown below, 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.

2. **General Liability Minimum Scope and Limits of Insurance Coverage.** Commercial General Liability Insurance is required providing coverage at least as broad as ISO CGL Form 00 01 on an occurrence basis for bodily injury, including death, of one or more persons, property damage, and personal injury, arising out of activities performed by or on behalf of the Contractor and subcontractors, products and completed operations of Contractor and subcontractors, and premises owned, leased, or used by Contractor and subcontractors, with limits of not less than one million dollars (\$1,000,000) per occurrence. The policy shall provide contractual liability and products and completed operations coverage for the term of the policy. If a general aggregate limit applies, either the general aggregate limit shall apply separately (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

The City, its officials, employees and volunteers shall be covered by policy terms or endorsement as additional insureds as respects general liability arising out of: activities performed by or on behalf of Contractor and subcontractors; products and completed operations of Contractor and subcontractors; and premises owned, leased, or used by Contractor and subcontractors.

3. **Automobile Liability Minimum Scope and Limits of Insurance Coverage.** (*Check the applicable provision.*)

X Automobile Liability Insurance is required providing coverage at least as broad as ISO Form CA 00 01 for bodily injury, including death, of one or more persons, property damage and personal injury, with limits of not less than one million dollars (\$1,000,000) per occurrence. The policy shall provide coverage for owned, non-owned and/or hired autos as appropriate to the operations of the Contractor.

The City, its officials, employees and volunteers shall be covered by policy terms or endorsement as additional insureds as respects auto liability.

___ No automobile liability insurance is required, and by signing this Contract, Contractor certifies as follows:

“Contractor certifies that a motor vehicle will not be used in the performance of any work or services under this agreement. If, however, Contractor does transport items under this Contract, or this Contract is amended to require any employees of Contractor to use a vehicle to perform services under the Contract, Contractor understands that it must maintain and provide evidence of Automobile Liability Insurance providing coverage at least as broad as ISO Form CA 00 01 for bodily injury, including death, of one or more persons, property damage and personal injury, with limits of not less than one million dollars (\$1,000,000) per occurrence. The policy shall provide coverage for owned, non-owned and/or hired autos as appropriate to the operations of the Contractor.”

4. **Excess Insurance.** The CONTRACTOR may use Umbrella or Excess Policies to meet the required liability limits. This form of insurance will be acceptable provided that any umbrella or excess policies provide all of the insurance coverages required and meet the other requirements for the primary policies as set forth in this Agreement. Umbrella and/or Excess policies shall be provided on a true “following form” or broader coverage basis, with coverage at least as broad as provided in the underlying primary policy.

Umbrella or excess policies shall contain, or be endorsed to provide that the City, its officials, employees, and volunteers shall be covered as additional insureds, as well as a provision that it will apply on a primary basis for the benefit of the City. Any insurance or self-insurance maintained by City, its officials, employees, or volunteers will be in excess of Contractor's umbrella or excess coverage and will not contribute to it. No insurance or self-insurance maintained by the City that applies to a loss covered herein, whether Primary or Excess, and which also applies to a loss covered hereunder, shall be called upon to contribute to a loss until the Contractor's Primary and Excess liability policies are exhausted.

5. **Workers' Compensation Minimum Scope and Limits of Insurance Coverage.** (*Check the applicable provision.*)

X Workers' Compensation Insurance is required with statutory limits and Employers' Liability Insurance with limits of not less than one million dollars (\$1,000,000). The Workers' Compensation policy shall include a waiver of subrogation in favor of the City.

___ No work or services will be performed on or at CITY facilities or CITY Property, therefore a Workers' Compensation waiver of subrogation in favor of the CITY is not required.

___ No Workers' Compensation insurance is required, and by signing this Contract, Contractor certifies as follows:

“Contractor certifies that its business has no employees, and that it does not employ anyone, and is therefore exempt from the legal requirements to provide Workers' Compensation insurance. If, however, Contractor hires any employee during the term of this Contract, Contractor understands that Workers' Compensation with statutory limits and Employer's Liability Insurance with a limit of not less than one million dollars (\$1,000,000) is required. The Workers' Compensation policy will include a waiver of subrogation in favor of the City.”

6. **Other Insurance Provisions.** The policies must contain, or be endorsed to contain, the following provisions:
 - A. Contractor's insurance coverage, including excess insurance, shall be primary and non-contributory insurance as respects the City, its officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officials, employees or volunteers will be in excess of Contractor's insurance and will not contribute with it.
 - B. Any failure to comply with reporting provisions of the policies will not affect coverage provided to the City, its officials, employees or volunteers.
 - C. Coverage shall state that Contractor's insurance applies separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
 - D. Contractor shall provide the City with 30 days written notice of cancellation or material change in the policy language or terms.
7. **Waiver of Subrogation.** CONTRACTOR hereby grants to City a waiver of any right to subrogation which any insurer 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 an insurer.
8. **Acceptability of Insurance.** Insurance must be placed with insurers with a Bests' rating of not less than A:VI. Self-insured retentions, policy terms or other variations that do not comply with the requirements of this Exhibit C must be declared to and approved by the City in writing before execution of this Contract.
9. **Verification of Coverage.**
 - A. Contractor shall furnish City with certificates and required endorsements evidencing the insurance required. Certificates of insurance must be signed by an authorized representative of the insurance carrier.
 - B. Contractor shall send all insurance certificates and endorsements, including policy renewals, during the term of this Contract directly to:

City of Sacramento
c/o Exigis LLC
PO Box 947
Murrieta, CA 92564

C. Certificate Holder must be listed as:

City of Sacramento
c/o Exigis LLC
PO Box 947
Murrieta, CA 92564

D. The City may withdraw its offer of Contract or cancel this Contract if the certificates of insurance and endorsements required have not been provided before execution of this Contract. The City may withhold payments to Contractor and/or cancel the Contract if the insurance is canceled or Contractor otherwise ceases to be insured as required herein.

10. **Subcontractor Insurance Coverage.** Contractor shall require and verify that all subcontractors maintain insurance coverage that meets the minimum scope and limits of insurance coverage specified in this Exhibit C.

EXHIBIT D

GENERAL CONDITIONS

1. Independent Contractor.

- A. It is understood and agreed that Contractor (including Contractor's employees) is an independent contractor and that no relationship of employer-employee exists between the parties hereto for any purpose whatsoever. Neither Contractor nor Contractor's assigned personnel will be entitled to any benefits payable to CITY employees. CITY is not required to make any deductions or withholdings from the compensation payable to Contractor under the provisions of this Contract, and Contractor will be issued a Form 1099 for its services hereunder. As an independent contractor, Contractor hereby agrees to indemnify and hold CITY harmless from any and all claims that may be made against CITY based upon any contention by any of Contractor's employees or by any third party, including any state or federal agency, that an employer-employee relationship or a substitute therefor exists for any purpose whatsoever by reason of this Contract or by reason of the nature and/or performance under this Contract.
- B. It is further understood and agreed by the parties that Contractor, in the performance of its obligations, is subject to the City's control and direction as to the designation of tasks to be performed and the results to be accomplished under this Contract, but not as to the means, methods, or sequence used by Contractor for accomplishing the results. To the extent that Contractor obtains permission to, and does, use CITY facilities, space, equipment or support services in the performance of this Contract, this use will be at the Contractor's sole discretion based on the Contractor's determination that the use will promote Contractor's efficiency and effectiveness. Except as may be specifically provided elsewhere in this Contract, the CITY does not require that Contractor use CITY facilities, equipment or support services or work in CITY locations in the performance of this Contract. As used in this Contract, "sole discretion" or "sole judgment" means that the party authorized to exercise its discretion or judgment may do so based on an unfettered assessment of its own interests, without considering how its decision affects the other party, and unconstrained by the implied covenant of good faith and fair dealing.
- C. If, in the performance of this Contract, any third persons are employed by Contractor, such persons will be entirely and exclusively under the direction, supervision, and control of Contractor. Except as otherwise provided in this Contract, all terms of employment, including hours, wages, working conditions, discipline, hiring, and discharging, or any other terms of employment or requirements of law, shall be determined by Contractor. It is further understood and agreed that Contractor will issue W-2 or 1099 Forms for income and employment tax purposes for all Contractor's assigned personnel and subcontractors.
- D. The provisions of this section will survive any expiration or termination of this Contract. Nothing in this Contract creates an exclusive relationship between CITY and Contractor. Contractor may represent, perform services for, or be employed by

any additional persons or companies so long as Contractor does not violate the provisions of Section 5, below.

2. **Licenses; Permits, Etc.** Contractor represents and warrants that Contractor has, and shall maintain at all times during the term of this Contract at its sole cost and expense, all licenses, permits, qualifications, and approvals of any nature that are legally required for Contractor to practice its profession or fulfill the terms of this Contract, including a City Business Operations Tax Certificate and any required certification issued by the California Secretary of State.
3. **Time.** Time is of importance in the performance of this Contract. Contractor shall devote the necessary time and effort to its performance under this Contract. Neither party will be considered in default of this Contract, to the extent that party's performance is prevented or delayed by any cause, present or future, that is beyond the reasonable control of that party.
4. **Contractor Not Agent.** Except as City may specify in writing, Contractor and Contractor's personnel have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Contractor and Contractor's personnel shall have no authority, express or implied, to bind City to any obligations whatsoever.
5. **Conflicts of Interest.** Contractor covenants that neither it, nor any officer or principal of its firm, has or will acquire any interest, directly or indirectly, that would conflict in any manner with the City's interests or that would in any way hinder Contractor's performance under this Contract. Contractor further covenants that in the performance of this Contract, no person having any such interest will be employed by it as an officer, employee, agent or subcontractor, without the City's written consent.

Contractor agrees to avoid conflicts of interest or the appearance of any conflicts of interest with the City's interests during the performance of this Contract. If Contractor is or employs a former officer or employee of the City, Contractor and any former City officer or employee shall comply with the provisions of Sacramento City Code Section 2.16.090 pertaining to appearances before the City Council or any City department, board, commission, or committee.

6. **Hazardous Substances.** "Hazardous Substances" means any substance, material, waste, or other pollutant or contaminant that is or becomes designated, classified, or regulated as hazardous or toxic under any law, regulation, rule, order, decree, or other governmental requirement now in effect or later enacted. If Contractor is shipping Hazardous Substances, Contractor must supply a Safety Data Sheet ("SDS") with the first shipment of Hazardous Substances to each City location receiving the Hazardous Substances. If the content of an SDS is revised, Contractor must provide a revised SDS to each City location receiving Hazardous Substances.
7. **Confidentiality of City Information.** During performance of this Contract, Contractor may gain access to and use City information regarding inventions, machinery, products, prices, apparatus, costs, discounts, future plans, business affairs, governmental affairs, processes, trade secrets, technical matters, systems, facilities, customer lists, product design, copyright, data, and other vital information (hereafter collectively referred to as "City

Information”) that are valuable, special and unique assets of the City.

Contractor agrees to protect all City Information and treat it as strictly confidential, and further agrees that Contractor shall not at any time, either directly or indirectly, divulge, disclose or communicate in any manner any City Information to any third party without the City’s prior written consent, provided that Contractor may disclose certain City information to its suppliers and manufacturers on an as-needed basis for the sole purpose of facilitating this Agreement, under confidentiality restrictions at least as stringent as those set forth herein.

In addition, Contractor must comply with all City policies governing the use of the CITY network and technology systems, as set forth in applicable provisions of the City of Sacramento Administrative Policy Instructions # 30 dated May 2004. A violation by Contractor of this section is a material violation of this Contract and shall justify legal and equitable relief.

8. Contractor Information.

A. City shall have full ownership and control, of all information prepared, produced, or provided by Contractor under this Contract. In this Contract, the term “information” means and includes: any and all work product, submittals, reports, plans, specifications, and other deliverables consisting of documents, writings, handwritings, typewriting, printing, photostating, photographing, computer models, and any other computerized data and every other means of recording any form of information, communications, or representation, including letters, works, pictures, drawings, sounds, or symbols, or any combination thereof. Contractor shall not be responsible for any unauthorized modification or use of such information for other than its intended purpose by City. Notwithstanding the foregoing, any intellectual property rights to the information remain with Contractor or its third party service provider. Any software provided under this Agreement would be subject to the software license agreement with the software provider. By way of example, the current Rockwell Automation End User License Agreement in effect as of the date of this Agreement is attached hereto as Exhibit E.

B. generally consistent with the terms and conditions described in Exhibit E.

C. In the event of any infringement, or claim of infringement, of any patent, trademark or copyright based on the manufacture, normal use or sale of any material or equipment furnished to the City hereunder or in contemplation hereof, Contractor shall either (1) assist the City to replace infringing Goods with substantially equal but non-infringing Goods; (2) if the manufacturer allows, help procure the right to continue to use the infringing Goods; (3) if given prompt notice by the City of any claim of infringement, request the manufacturer to grant for the City such warranty or indemnity rights as the manufacturer may customarily give with respect to such Goods; or (4) refund the purchase price of such Goods. Contractor’s liability, under breach of infringement shall be limited to remedies enumerated herein. CONTRACTOR DISCLAIMS ANY AND ALL WARRANTIES AND/OR INDEMNIFICATIONS AGAINST INFRINGEMENT OF ANY INTELLECTUAL PROPERTY RIGHTS OF ANY

NATURE.

- D. All proprietary and other information received from Contractor by City, whether received in connection with Contractor's proposal to City or in connection with Contractor's performance, will be disclosed upon receipt of a request for disclosure, in accordance with the California Public Records Act; provided, however, that, if any information is set apart and clearly marked "trade secret" when it is provided to City, City shall give notice to Contractor of any request for the disclosure of such information. The Contractor will then have ten days from the date it receives notice to petition the court for a protective order to prevent the disclosure of the information. The Contractor shall have sole responsibility for defense of the actual "trade secret" designation of such information.
- E. The parties understand and agree that any failure by Contractor to respond to the notice provided by City and seek a protective order, in accordance with the provisions of subsection C, above, constitutes a complete waiver by Contractor of any rights regarding the information designated "trade secret" by Contractor, and the information will be disclosed by City in accordance with the Public Records Act.

9. Notification of Material Changes in Business. Contractor agrees that if it experiences any material changes in its business, including a reorganization, refinancing, restructuring, leveraged buyout, bankruptcy, name change, or loss of key personnel, it will immediately notify the City of the changes. Contractor also agrees to immediately notify the City of any condition that may jeopardize the scheduled delivery or fulfillment of Contractor's obligations to the City under this Contract.

10. Standard of Performance. Contractor shall perform in the manner and according to the standards currently observed by a competent practitioner of Contractor's profession in California and in compliance with all requirements of this Contract.

Contractor shall assign only competent personnel to perform on its behalf under this Contract. Contractor must notify the City in writing of any changes in Contractor's staff assigned to perform under this Contract, before any performance by the new staff member. If the City, in its sole discretion, determines that any person assigned by the Contractor to perform under this Contract is not performing in accordance with the standards required herein, City shall provide notice to Contractor. Contractor shall immediately remove the assigned person upon receipt of the notice.

11. Performance or Different Terms and Conditions. The City's subsequent performance will not be construed as either acceptance of additional or different terms and conditions or a counteroffer by the Contractor, nor will the City's subsequent performance be viewed as acceptance of any provision of the Uniform Commercial Code, as adopted by any State, that is contrary to the terms and conditions contained herein. Contractor's performance shall conform to the applicable requirements of the Sacramento City Charter, Sacramento City Code, and all applicable State and Federal laws, and all the requirements of this Contract. The California Commercial Code will apply except as otherwise provided in the Contract.

12. Emergency/Declared Disaster Requirements. If an emergency is declared by the City Manager, or if any portion of the City is declared a disaster area by the county, state or federal government, this Contract may be subjected to increased usage. The Contractor shall serve the City during a declared emergency or disaster, subject to the same terms and conditions that apply during non-emergency / non-disaster conditions. The pricing set forth in this Contract will apply, without mark-up, regardless of the circumstances. If the Contractor is unable to fulfill the terms of the Contract because of a disruption in its chain of supply or service, then the Contractor shall provide proof of the disruption. Acceptable forms of proof will include a letter or notice from the Contractor's source stating the reason for the disruption

13. Term; Suspension; Termination.

- A. This Contract is effective on the Effective Date and continues in effect until both parties have fully performed their respective obligations under this Contract, unless sooner terminated as provided herein.
- B. City shall have the right at any time to suspend Contractor's performance hereunder, in whole or in part, by giving a written notice of suspension to Contractor, subject to the policies of the manufacturer or service provider provided in quote or proposal. Upon receipt of such notice, Contractor shall immediately suspend its activities under this Contract, as specified in the notice.
- C. The City shall have the right to terminate this Contract at any time by giving a written notice of termination to Contractor. Upon receipt of such notice, Contractor shall immediately cease performance under this Contract as specified in the notice. If the City terminates this Contract:
 - (1) Contractor shall, not later than five days after receipt of the notice, deliver all information prepared under this Contract to the City.
 - (2) The City shall pay Contractor the reasonable value of Goods or Services provided by Contractor before termination; as well as any fees imposed by the manufacturer or service provider related to termination of special order Goods or Services provided, however, City shall not in any manner be liable for lost profits that might have been made by Contractor had the Contract not been terminated or had Contractor completed performance required by this Contract. Contractor shall furnish to the City any financial information reasonably requested by the City to determine the reasonable value of the Goods or Services provided by Contractor, provided that Contractor shall not be required to disclose data related to its cost of Goods, unless such Goods are provided to Company on a cost plus basis. The foregoing is cumulative and does not affect any right or remedy that City may have in law or equity.

14. Default by Contractor. In case of default by the Contractor, and Contractor does not cure such default within fifteen (15) days of written notice by the City, the City reserves the right to procure the Goods or Services from other sources and deduct from any monies due, or that may thereafter become due to the Contractor, the difference between the price named

in this Contract and the actual cost to the City to procure from an alternate source. Prices paid by the City will be considered the prevailing market price at the time such purchase is made.

15. Guarantee and Warranty.

- A. Contractor warrants that the Goods sold hereunder will be new and upon payment of the applicable invoices, free of any liens or security interests and the Services shall be performed in a good and workmanlike manner conforming to standard industry practice. Contractor shall assign to the City all manufacturers' warranties. In no event shall Contractor's warranty exceed the warranty given by manufacturers of the Goods or the providers of the Services including for any indemnification for intellectual property infringement. The sole obligation of Contractor under such warranty shall be, at Contractor's sole election, to (i) repair or replace Goods in accordance with manufacturer's instructions or the administration of any City claim against the manufacturer of the Goods, (ii) re-performance of the Services, or (iii) refund of the purchase price for the defective Goods or Services. THE ABOVE IS THE SOLE AND EXCLUSIVE WARRANTY, EXPRESS OR IMPLIED, PROVIDED BY CONTRACTOR AND IS IN LIEU OF ALL OTHER WARRANTIES, OF ANY NATURE WHATSOEVER, CONTRACTUAL, LEGAL, STATUTORY OR OTHER, AND WHETHER FOR MERCHANTABILITY, QUALITY, FITNESS OR OTHERWISE.
- B. City's inspections, approval, acceptance, or payment for all or part of any Goods and Services will in no way affect City's warranty rights.

16. Indemnity.

- A. Indemnity: Contractor shall defend, hold harmless and indemnify CITY, its officers and employees, and each and every one of them, from and against all actions, damages, costs, liabilities, claims, demands, losses, judgments, penalties, costs and expenses of every type and description, whether arising on or off the site of the work or services performed under this Contract, including, any fees and costs reasonably incurred by City's staff attorneys or outside attorneys and any fees and expenses incurred in enforcing this provision (hereafter collectively referred to as "Liabilities"), relating to or arising from (i) personal injury or death, or damage to tangible property, arising out of or in any way connected with performance of or failure to perform this Contract to the extent caused by the negligence or willful misconduct of Contractor, any subcontractor (including lower-tier subcontractors) or agent of Contractor, their respective officers and employees, and anyone else for whose acts or omissions any of them may be liable.
- B. Insurance Policies; Intellectual Property Claims: The existence or acceptance by City of any of the insurance policies or coverages described in this Contract does not affect or limit any of City's rights under this section, nor do the limits of any insurance limit the liability of Contractor hereunder.

- C. Survival. The provisions of this section will survive any expiration or termination of this Contract.

17. Funding Availability.

- A. This Contract is subject to the budget and fiscal provisions of the Charter and the Sacramento City Code.
- B. The City's payment obligation under this Contract will not exceed the amount of funds appropriated and approved for this Contract by the Sacramento City Council.
- C. This Section shall govern over any other contrary provision of the Contract.

18. Equal Employment Opportunity. During the performance of this Contract, Contractor, for itself, its assignees and successors in interest, agrees as follows:

- A. Compliance With Regulations: Contractor shall comply with all state, local, and federal anti-discrimination laws and regulations, including the Executive Order 11246 entitled "Equal Opportunity in Federal Employment," as amended by Executive Order 11375, 12086, and 13672, and as supplemented in Department of Labor regulations (41 CFR Chapter 60), referred to collectively as the "Regulations."
- B. Nondiscrimination: Contractor, with regards to the work performed by it after award and before completion of the work under this Contract, shall not discriminate on the ground of race, color, religion, sex, national origin, age, marital status, physical handicap or sexual orientation in selection and retention of subcontractors, including procurement of materials and leases of equipment. Contractor shall not participate either directly or indirectly in discrimination prohibited by the Regulations.
- C. Solicitations for Subcontractors, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiations made by Contractor for work to be performed under any subcontract, including all procurement of materials or equipment, each potential subcontractor or supplier shall be notified by Contractor of Contractor's obligation under this Contract and the Regulations relative to nondiscrimination on the ground of race, color, religion, sex, national origin, age, marital status, physical handicap or sexual orientation.
- D. Information and Reports: Contractor shall provide all information and reports required by the Regulations, or by any orders or instructions issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the City to be pertinent to ascertain compliance with the Regulations, orders and instructions. Where any information required of Contractor is in the exclusive possession of another who fails or refuses to furnish this information, Contractor shall so certify to the City, and shall set forth what efforts it has made to obtain the information.

- E. Sanctions for Noncompliance: In the event of noncompliance by Contractor with the nondiscrimination provisions of this Contract, the City shall impose any sanctions it determines are appropriate including:
- (1) Withholding of payments to Contractor under this Contract until Contractor complies;
 - (2) Cancellation, termination, or suspension of this Contract, in whole or in part.
- F. Incorporation of Provisions: Contractor shall include the provisions of subsections A through E, above, in every subcontract, including procurement of materials and leases of equipment, unless exempted by the Regulations, or by any order or instructions issued pursuant thereto. The City may direct Contractor to take specific actions to enforce these provisions, including sanctions for noncompliance; provided, however, that if Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, Contractor may request that the City join such litigation to protect the City's interests.

19. Entire Agreement. This Contract, including all Exhibits and documents referenced herein, contains the entire agreement between the parties and supersedes whatever oral or written understanding they may have had before the execution of this Contract. No alteration to the terms of this Contract shall be valid unless approved in writing by Contractor, and by City, in accordance with applicable provisions of the Sacramento City Code.

20. Modification of Contract. The Contractor shall take no direction from any City employee that changes the executed terms and conditions of the Contract, including Exhibit A, or any change that impacts the cost, price, or schedule, before receiving a written modification to the Contract signed by both parties.

21. Severability. If a court with jurisdiction rules that any portion of this Contract or its application to any person or circumstance is invalid or unenforceable, the remainder of this Contract will not be affected thereby and will remain valid and enforceable as written, to the greatest extent permitted by law.

22. Waiver. Neither the City's acceptance of, or payment for, any Goods or Services, nor any waiver by either party of any default, breach or condition precedent, will be construed as a waiver of any provision of this Contract, nor as a waiver of any other default, breach or condition precedent or any other right hereunder. No waiver will be effective unless it is in writing and signed by the waiving party.

23. Governing Law. This Contract shall be governed, construed and enforced in accordance with the laws of the State of California, except that the rule of interpretation in California Civil Code section 1654 will not apply. Venue of any litigation arising out of this Contract will lie exclusively in the state trial court or Federal District Court located in Sacramento County in the State of California, and the parties consent to jurisdiction over their persons and over the subject matter of any such litigation in such courts, and consent to service of process issued by such courts.

24. Assignment Prohibited. The expertise and experience of Contractor are material

considerations for this Contract. City has a strong interest in the qualifications and capability of the persons and entities that will fulfill the obligations imposed on Contractor under this Agreement. In recognition of this interest, Contractor shall not assign any right or obligation pursuant to this Contract without the written consent of the City, provided that Contractor may assign its rights to monies owed to Contractor provided that Contractor at all times shall remain liable for all Contractor obligations. Any attempted or purported assignment without City's written consent shall be void and of no effect. Notwithstanding the foregoing, the City acknowledges and agrees that Contractor is a distributor reselling Goods and Services provided by Rockwell Automation.

25. Binding Effect. This Contract is binding on the heirs, executors, administrators, successors and assigns of the parties, subject to the provisions of Section 24, above.

26. Compliance with Laws. The Contractor shall be responsible for strict compliance with all applicable laws, regulations, court orders and other legal requirements applicable to the work to be accomplished under the Contract, including the California Occupational Safety and Health Act and all applicable safety orders issued by the Division of Occupational Safety and Health, Department of Industrial Relations, State of California, and all applicable requirements of Underwriters Laboratories and the Federal Communication Commission.

27. Debarment Certification

A. Pursuant to 2 CFR, Part 200, and applicable Executive Orders, the City is restricted in its ability to contract with certain parties that are debarred, suspended, or otherwise excluded or ineligible for participating in Federal assistance programs or activities. By signing this Agreement, CONTRACTOR warrants and certifies under penalty of perjury under the laws of the State of California that Contractor, including any owner, partner, director, officer, or principal of the CONTRACTOR, or any person in a position with management responsibility or responsibility for the administration of federal funds:

(1) Is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department/agency;

(2) Has not within a three-year period preceding this certification been convicted of or had a civil judgment rendered against it for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction or contract (federal, state, or local); violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, receiving stolen property, or other criminal felony;

(3) Is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (b) above; or

(4) Has not, within a three-year period preceding this certification, had one or more public contracts (federal, state, or local) or transactions terminated for cause or default.

(5) Has not been notified, within a three-year period preceding this certification, been notified of any delinquent Federal taxes in an amount that exceeds \$3,500 for which the liability remains unsatisfied. Federal taxes are considered delinquent if the tax liability has been finally determined and the taxpayer is delinquent in making payment, as defined in Section 52.209-5 of the Federal Acquisition Regulations.

B. CONTRACTOR further warrants and certifies that it shall not knowingly enter into any transaction with any subcontractor, material supplier, or vendor who is debarred, suspended, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department/agency. Any exceptions to the warranties and certifications in this Section must be disclosed to the City.

C. Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining Contractor's responsibility. Disclosures must indicate to whom exceptions apply, the initiating agency, and dates of action.

D. City will review the Federal Government's System for Award Management Exclusions maintained by the General Services Administration for eligibility, prior to the execution of this Agreement. The CONTRACTOR shall provide immediate written notice to the City if, at any time prior to execution, the CONTRACTOR learns this certification is erroneous or has become erroneous by reason of changed circumstances. If it is later determined that the Contractor's warranties and certification in this Section were erroneous, the City may terminate this Agreement for default.

28. LIMITATION ON LIABILITY. NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, UNLESS APPLICABLE LAW OTHERWISE REQUIRES, EXCEPT FOR CONTRACTOR'S INDEMNIFICATION OBLIGATIONS RELATING TO CLAIMS FOR: 1) BODILY INJURY OR DEATH OF ANY PERSON OR DAMAGE TO TANGIBLE PROPERTY CAUSED BY CONTRACTOR'S NEGLIGENCE OR WILLFUL MISCONDUCT; or 2) CONTRACTOR'S GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT, A PARTY'S LIABILITY SHALL NOT EXCEED THE VALUE OF THE SPECIFIC GOODS OR SERVICES WHICH GIVES RISE TO THE CLAIM. IN NO EVENT WILL EITHER PARTY BE LIABLE FOR SPECIAL, INCIDENTAL, INDIRECT, LIQUIDATED, PUNITIVE, OR CONSEQUENTIAL DAMAGES.

ROCKWELL AUTOMATION END USER LICENSE AGREEMENT

Rev (07/2019)

IMPORTANT READ THIS AGREEMENT CAREFULLY

This end user license agreement (“EULA”) is a legal contract between You (either an individual or a single entity) and Rockwell Automation, Inc. (“Rockwell Automation”) for the Software product(s) and Documentation that Rockwell Automation licenses to You. **ROCKWELL AUTOMATION IS WILLING TO LICENSE THE SOFTWARE AND DOCUMENTATION TO YOU ONLY ON THE CONDITION THAT YOU ACCEPT ALL OF THE TERMS AND CONDITIONS IN THIS EULA. YOU ACCEPT AND AGREE TO BE BOUND BY THE TERMS OF THIS EULA BY DOWNLOADING, INSTALLING, COPYING, OR OTHERWISE USING THE SOFTWARE. IF YOU ARE ACCEPTING THESE TERMS ON BEHALF OF ANOTHER PERSON, COMPANY, OR OTHER LEGAL ENTITY, YOU REPRESENT AND WARRANT THAT YOU HAVE FULL AUTHORITY TO BIND THAT PERSON, COMPANY, OR LEGAL ENTITY TO THESE TERMS. IF YOU DO NOT AGREE TO THESE TERMS, DO NOT DOWNLOAD, INSTALL, COPY, ACCESS, OR USE THE SOFTWARE, AND PROMPTLY RETURN THE SOFTWARE WITH ALL ACCOMPANYING ITEMS TO YOUR PLACE OF PURCHASE FOR A FULL REFUND, OR IF YOU DOWNLOADED THE PROGRAM, CONTACT THE PARTY FROM WHOM YOU ACQUIRED IT.**

1. DEFINITIONS

- 1.1. Activation Certificate:** means a document included with the Software that may provide, among other things, Your Software Activation Key and specific information regarding the License Type and License Term.
- 1.2. Activation Key:** means the alphanumeric code that enables You to activate and use the Software.
- 1.3. Affiliates:** means an entity that is directly or indirectly controlled by or is under common control with such party, where “control” means an ownership, voting or similar interest representing fifty percent (50%) or more of the total interests then outstanding of the relevant entity.
- 1.4. Capacity:** means a specific licensed size criteria as described on the Activation Certificate and includes, among other measurements, equipment count, I/O count, platform counts, session count, tag counts, screen counts, Equipment counts and processor counts.
- 1.5. Client:** means a Device running, accessing or utilizing, directly or indirectly, the Server Software.
- 1.6. Complementary Software:** means samples, utilities, plug-ins, user interface components and/or reports that are generally not included in a default Software installation, but are provided as an accommodation to You.
- 1.7. Confidential Information means:** (i) the Software and Documentation; (ii) the technology, ideas, know-how, documentation, processes, algorithms and trade secrets embodied in the Software; (iii) any software keys related to the Software; and (vi) any other information in written or electronic media that is identified as “confidential,” “proprietary” or with a similar legend at the time of such disclosure.
- 1.8. Data:** means information or data obtained, received or collected from Your usage of the Software.
- 1.9. Designated Location:** Means the site, Equipment and/or application owned and operated by You as designated by Rockwell Automation in the Activation Certificate or other agreement between the parties.
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Please see Addendum below

(this document, in total, is 11 pages)

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 - 6.2.** You will obtain and maintain all required consents necessary to permit processing Your or Your customer's Data within the Software.
 - 6.3.** You agree not to use, or permit use of the Software, in a manner that violates the Rockwell Automation Acceptable Use Policy, as referenced below.
 - 6.4.** You will defend and indemnify Rockwell Automation and its Affiliates against any liabilities, damages, and costs arising from (a) Your Data or (b) Your use of the Software in violation of the EULA or this Addendum.
- 7. DATA STORAGE.** Rockwell Automation and its suppliers are not responsible, or liable for, the deletion of or failure to store any of Your Data and other communication maintained or transmitted through use of the Software. You are responsible for Your own disaster recovery plan, including but not limited to, securing access to and backing up Your Data.
- 8. ADDITIONAL RESTRICTIONS.** You agree not to, and not to allow third parties, to:

 - 8.1.** use Software for high risk activities such as the operation of nuclear facilities, aircraft navigation or communication systems, air traffic control, direct life support machines, offshore oil facilities, or weapons systems environments;
 - 8.2.** Distribute viruses, worms, Trojan horses, corrupted files, or other items of a destructive or deceptive nature.
- 9. COMPLIANCE.** You acknowledge that Rockwell Automation or a third party on Rockwell Automation's behalf may monitor Your access to and use of the Software to the extent required to ensure compliance with these terms.
- 10. UPDATES.** Rockwell Automation or its suppliers may make changes to the Software from time to time. If You have paid for the Software, Rockwell Automation will provide You with one month prior notice before removing any material feature or functionality, unless security, legal, or system performance considerations require an expedited removal.
- 11. SECURITY.** Commercially reasonable physical, logical, and technical measures are used to protect your Data. For more information about such measures, please refer rok.auto/legalnotices.
- 12. DATA PRIVACY.** Rockwell Automation treats Your Data in accordance with our privacy terms located at rok/auto/legalnotices.
- 13. SUSPENSION OR TERMINATION.** To the extent You are using Software legitimately acquired from an authorized Rockwell Automation source at no cost to You, or within an applicable grace period, Rockwell Automation may suspend or terminate the Software at any time for any or no reason, including, but not limited to, if Rockwell Automation reasonably believes: (i) You have violated the EULA or this Addendum; (ii) Your user account should be removed due to prolonged inactivity; (iii) Rockwell Automation's provision of the Software is no longer

commercially viable. Rockwell Automation will make reasonable efforts to notify You by the email address associated with the user account.

14. TERMINATION OF USE. Rockwell Automation may immediately disable, suspend, or terminate Your access to or use of the Software, if You violate any provision of the EULA or this Addendum. Rockwell Automation may delete or render inaccessible any of Your Data that remains in the Software, and Rockwell Automation will have no liability for deletion of Your Data.

15. DATA OVERAGE. Rockwell Automation reserves the right to charge You at the end of Your subscription term if You exceed the level of usage

authorized in your initial purchase of the Software provided online, on a subscription basis, or in association with services enabled in the cloud.

16. APPLICABILITY. These terms are between Rockwell Automation and You, regardless of whether the purchase is made directly from Rockwell Automation or through any authorized distributor or any other authorized reseller.

17. GENERAL. Previously negotiated and signed terms and conditions between You and Rockwell Automation will supersede terms in this Addendum to the extent of any conflicts.

Attachment 1 to Exhibit A
Scope of Services

Per the attached Authorized Distributor letter dated May 2, 2025, Rexel USA, Inc. is the only distributor appointed and authorized to sell Allen-Bradley Standard Controls, Drives, PLC/MMI, Rockwell Software products and all services offerings in Northern California / Sacramento County which includes the geographic area in which the City of Sacramento facility is located (Sacramento, CA).

Rexel USA, Inc will supply Allen-Bradley and Rockwell Automation products and non-professional services including but not limited to hardware, software, parts, technical support, warranty administration, and training.



Mark Wharton

Senior Partner Manager – Market Access

P: 916.715.8990

mdwharton@rockwellautomation.com

May 2, 2025

Tien Nguyen
Administrative Technician
Engineering and Water Resources Division - Logistics
City of Sacramento Department of Utilities
Sacramento, CA 95822

Re: Rexel – *Authorized Distributor / Risks of Purchasing from Non-Authorized Sources*

Dear Tien,

This is to confirm that Rexel currently is the only distributor appointed and authorized to sell Allen-Bradley Standard Controls, Drives, PLC/MMI, Rockwell Software products and all services offerings in Northern California / Sacramento County which includes the geographic area in which the City of Sacramento facility is located (Sacramento, CA). As a matter of Company policy, full factory product and sales support is made available only to the local authorized distributor, and it is Rockwell Automation's practice and policy to always promote and recommend the use of that distributor to customers in that geographic area. Rockwell Automation discourages the use of other non-authorized sources, including distributors who may hold an Allen-Bradley appointment in another locale.

In addition, we wanted to advise you of the risks associated with purchasing Rockwell Automation/Allen-Bradley/Rockwell Software branded goods from an unauthorized source.

Rockwell Automation sells its products and services either directly to its customers or through its authorized distributor network. When you purchase from Rockwell Automation or one of its authorized distributors you can be sure you will receive a genuine Rockwell Automation product with the latest innovations, uncompromising quality and dependable service and support. Authorized Rockwell Automation distributors can be found at <http://www.rockwellautomation.com/global/sales-partners/distributors/overview.page>. Authorized distributors are licensed to display the following logo:

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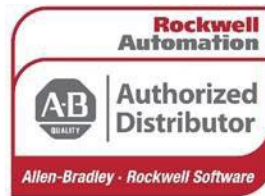
3000 Executive Parkway, Suite 210
San Ramon, CA 94583



Allen-Bradley
by ROCKWELL AUTOMATION



FactoryTalk
by ROCKWELL AUTOMATION



We have seen a growing number of instances, particularly online, where others purport to sell “New”, “Factory New”, “New In Box”, and or “Factory Sealed” Rockwell Automation products. Some resellers purport to be “Authorized Distributors” and offer a “Factory Warranty.” Unfortunately all of these claims are false and or misleading. We continue to take actions, including legal action, against those who make these false and misleading claims to protect our brand and our valued customers. However we must acknowledge that unauthorized resellers and false and misleading claims still exist.

There are significant risks in purchasing Rockwell Automation products from an unauthorized source. Purchasers from unauthorized sources have reported receiving fake/counterfeit products, used product sold as “new”, repaired products sold as “new”, improperly repaired (non-functioning) product sold as new, outdated product sold as “new”, open box product sold as “Factory Sealed” “Factory New”, and used products purportedly sold with a “Factory Warranty” among other false and misleading claims. Purchasing Rockwell Automation branded products from an unauthorized source presents significant safety and security risks that should be carefully considered and avoided.

Some of the benefits of purchasing from an authorized distributor include:

- **A Rockwell Automation warranty.** Products purchased from an unauthorized source may come with a fake Rockwell Automation warranty, a warranty provided by a third party, or no warranty at all. Rockwell Automation does not honor warranty claims for products purchased from an unauthorized source. Unfortunately, disappointed purchasers from an unauthorized reseller later learned that the product purchased was used, non-functioning, improperly repaired, tampered with and otherwise not as claimed to be by the reseller.
- **Licensed Rockwell Automation software.** Products that comprise or contain Rockwell Automation software and/or firmware do not receive a license from Rockwell to use any such software or firmware that may be loaded on such products when purchased from an unauthorized reseller. Rockwell also limits the access to software downloads on its website and their use to individuals or entities that have acquired Rockwell products from an authorized source. All other downloads and uses thereof are prohibited.
- **Rockwell customer support.** Rockwell has refused to provide customer support to customers who are known to have purchased Rockwell Automation products from an unauthorized source.

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- **Rockwell Automation's quality assurance.** Products purchased from an unauthorized source may contain defects or malfunctions due to improper handling, transportation and storage of the products. As already mentioned we have seen instances where purportedly new and genuine product turned out to be used, improperly repaired, non-functioning, and fake or which contains outdated firmware which raises serious safety and security concerns.
- **Rockwell Automation's product safety and/or recall notices.** Rockwell or its authorized distributors provide product safety and recall notices to those that have purchased genuine Rockwell Automation products. Purchasers from unauthorized resellers do not receive product safety or recall notices from Rockwell Automation in the manner that purchasers of genuine products do.
- **Rockwell Automation intellectual property indemnity.** Rockwell provides an intellectual property indemnity to those who purchase from an authorized source. Those who purchase from an unauthorized source do not receive such indemnity. In connection with this indemnity, under certain circumstances and subject to certain conditions, Rockwell will defend any lawsuit or other proceeding brought against the purchaser in which it is alleged that the design or construction of the genuine, authorized Rockwell product infringe a patent, copyright, or trademark (and/or replace, modify, or return any such product accused of infringement).

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Mark Wharton

Senior Partner Manager – Market Access

P: 916.715.8990

mdwharton@rockwellautomation.com

We trust you agree that there is significant value in purchasing Rockwell Automation products from an authorized source like Rexel. Moreover, significant risk is mitigated when purchasing from an authorized source.

Should you have any questions regarding the above, please do not hesitate to contact either Rexel, Inc. at 916-678-3046 or our local Rockwell Automation sales office at 925-242-5700.

Best Regards,

Mark Wharton

Senior Partner Manager – Market Access

Northern California

Cc: Michael Mullin - Rexel
Elmar Gillrath – Rexel
David Kling – Rockwell Automation

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3000 Executive Parkway, Suite 210
San Ramon, CA 94583



Allen-Bradley
by ROCKWELL AUTOMATION



FactoryTalk
by ROCKWELL AUTOMATION



RATES AND DELIVERY TERMS

FIELD SERVICES (NORTH AMERICA)

Rates effective 3/2/2025 (Subject to change)

Included in this document are the list prices and general terms and conditions of delivery for Field Services/ Callout Services. Callout services may be delivered remotely. Contact your local authorized Allen-Bradley distributor or the Rockwell Automation Call Management Center at **1-888-382-1583** for service dispatch.

US Rates (USD)						
	Scheduled	Emergency	Travel	Overnight	Expenses	Receipts
Standard Product Support	\$291/hr	\$376/hr	\$244/hr	\$439/nt \$553/nt (Remote Overnight)	Cost + 10%	\$64.80/day; \$296/event
LV Drive Startup Support	\$244/hr	\$376/hr				
Medium Voltage and Independent Cart Technology Product Support	\$353/hr	\$437/hr				

Canada Rates (CAD)						
	Scheduled	Emergency	Travel	Overnight	Expenses	Receipts
Standard Product Support	\$295/hr	\$376/hr	\$244/hr	\$565/nt \$712/nt (Remote Overnight)	Cost + 10%	\$76/day; \$358/event
LV Drive Startup Support	\$244/hr	\$376/hr				
Medium Voltage and Independent Cart Technology Product Support	\$358/hr	\$437/hr				

All Callout services list prices shown exclude travel expenses, freight, customs or visa fees, taxes, or similar charges. Callout services are not to be used on fixed scope projects and contracts.

STANDARD Rate: Applies to all labor provided Monday through Friday between the hours of 7:00 a.m. and 6:00 p.m. local time (excluding Rockwell Automation observed holidays), up to eight hours per day.

STANDARD PRODUCT SUPPORT: Applies to all Allen-Bradley® and FactoryTalk® software branded products not covered in another section.

LV DRIVE STARTUP ASSISTANCE RATE: Applies to all labor to help with startup activities of a new Rockwell Automation low voltage drive. Rate does not apply on coordinated drive systems. Must be scheduled 48 hours in advance of service or emergency rates apply.

MEDIUM VOLTAGE PRODUCT SUPPORT: Applies when a service visit requires a Field Service Professional to perform service on a Medium Voltage product. Medium Voltage Startup, Preventive Maintenance, and Field Modifications cannot be delivered through callout services and will require a separate proposal for these services.

INDEPENDENT CART TECHNOLOGY: Applies when a service visit requires a Field Service Professional to perform service on an Independent Cart Technology product. Includes MagneMotion, MagneMover LITE, QuickStick, QuickStick HT and iTRAK.

EMERGENCY: Applies to all service requested and delivered within 48 hours of contact with Rockwell Automation Customer Care.

OVERTIME RATE: Charged at 1.5x the Scheduled or Emergency Rate.* Applies to all labor provided beyond eight hours per day, Monday through Friday; to all labor provided between 6:00 p.m. and 7:00 a.m., Monday through Friday; and to all labor provided all day Saturday.

SUNDAY/HOLIDAY RATE: Charged at 2.0x the Scheduled or Emergency Rate.* Applies to all labor provided on Sundays and Holidays (as recognized by Rockwell Automation).

*1.5x and 2.0x are approximate and may be slightly above or below the exact multiple due to whole dollar rounding calculations.

TRAVEL RATE: Except in cases of prior contractual agreement, the default method for billable travel will be portal to portal and will be based on the hourly Standard Travel Rate. This hourly charge will be applied to billable on-site service delivered by a Rockwell Automation Field Service Professional and shall be determined by the Field Service Professional's actual round-trip travel time calculated from point of origin to customer destination and back. If the most local resource is not available, Rockwell Automation will dispatch the nearest *qualified* Field Service Professional to respond to the request. If the customer does not wish to pay additional travel costs, Rockwell Automation will dispatch the *first available* local Field Service Professional.

NON-LOCAL TRAVEL: Non-local travel applies when the Rockwell Automation Field Service Professional is dispatched from outside of three hours round trip.

OVERNIGHT CHARGE: When non-local travel is required, a flat-rate overnight charge will be applied to all support events to cover hotel accommodations, ground transportation and meals. Receipts will not be provided when a flat rate is applied.

REMOTE OVERNIGHT CHARGE: When non-local travel is required north of the 55°N latitude, a flat-rate overnight charge will be applied to all support events to cover hotel accommodations, ground transportation and meals. Receipts will not be provided when a flat rate is applied.

ACTUAL EXPENSES: When flat-rate charge is not applicable, actual expenses will be applied. In the event the customer requires copies of receipts, an administration fee will be applied (see Receipts).

OTHER EXPENSES: The customer will be responsible for payment of expenses based on the actual incurred cost +10%. Other expenses may apply and include, but are not limited to, air travel, permits, tolls, customs fees and other incidentals. If receipts are supplied, an administrative fee will be charged (see Receipts).

ADDITIONAL TERMS AND CONDITIONS

WAITING TIME: Non-working time spent waiting at the customer's request or due to circumstances beyond the control of Rockwell Automation due to job site conditions will be invoiced at the rate schedule that is applicable for the time of day and day of the service.

MINIMUM SERVICE BILLING: Except in cases of prior contractual agreement, when billable on-site service is delivered by a Rockwell Automation Field Service Professional, the customer will be responsible for a minimum of four hours of labor and/or travel that will be invoiced according to the labor rates applicable for the time and day the service is performed.

MAXIMUM WORKING TIME: For safety compliance of the Rockwell Automation Field Service Professional and the customer, at no time will a Rockwell Automation Field Service Professional work more than a maximum of 16 hours or according to local government policy - whichever is the most stringent (including travel time) during any 24-hour period.

PARTS AND MATERIALS: Parts and materials provided will be invoiced per Rockwell Automation standard pricing in effect at the time of services rendered, except in cases of prior contractual agreement. Rockwell Automation shall be the sole authority to determine warranty/non-warranty status of any service disputes.

SAFETY AND SUBSTANCE ABUSE: If the Rockwell Automation Field Service Professional deems any situation to be unsafe, Rockwell Automation may choose to refuse service. Rockwell Automation will comply with its own Substance Abuse Policy that meets the intent of the Drug Free Workplace Act and all other legal requirements regarding drug testing. A copy of this policy can be supplied upon request.

TERMS AND CONDITIONS OF SALE: If the callout service is purchased directly from Rockwell Automation, Rockwell Automation General Terms and Conditions of Sale (Publication 6500) are applicable. If service is purchased through an authorized Allen-Bradley Distributor, the distributor's terms and conditions of sale are applicable.

ROHS: Customer supplied/specified products will meet all applicable material restrictions as defined in RoHS. If it does not, the Customer will notify Rockwell Automation before shipment of the Customer supplied/specified products to Rockwell Automation. Customer will indemnify Rockwell Automation against any claim arising out of Rockwell Automation's use of Customer supplied/specified products.

FOR MORE INFORMATION about Rockwell Automation Field Services, contact your local authorized Allen-Bradley distributor, Rockwell Automation Sales Office or visit: rok.auto/services

rockwellautomation.com ————— **expanding human possibility®**

AMERICAS: Rockwell Automation, 1201 South Second Street, Milwaukee, WI 53204-2496 USA, Tel: (1) 414.382.2000, Fax: (1) 414.382.4444

EUROPE/MIDDLE EAST/AFRICA: Rockwell Automation NV, Pegasus Park, De Kleetlaan 12a, 1831 Diegem, Belgium, Tel: (32) 2 663 0600, Fax: (32) 2 663 0640

ASIA PACIFIC: Rockwell Automation, Level 14, Core F, Cyberport 3, 100 Cyberport Road, Hong Kong, Tel: (852) 2887 4788, Fax: (852) 2508 1846

Allen-Bradley, FactoryTalk, Expanding Human Possibility and Rockwell Automation are trademarks of Rockwell Automation, Inc.

SIGNATURES

The parties have signed this Contract, effective as of the day and year first stated above.

CONTRACTOR

Under penalty of perjury, I certify that the information provided here is correct.

Signature: *Inga Peterson*

Title: INDUSTRIAL SALES MANAGER

Additional Signature (if required):

Title:

CITY OF SACRAMENTO

A Municipal Corporation

APPROVED AS TO FORM:

Signature: *Michael Voss*

Title: Senior Deputy City Attorney

Reviewed By:

Signature:

Title:

Approved By:

Signature:

Title:

Additional Signature (if required):

Title: