

AGENDA ENGINEERING, OPERATIONS, AND WATER RESOURCES COMMITTEE MEETING OF THE BOARD OF DIRECTORS INLAND EMPIRE UTILITIES AGENCY*

WEDNESDAY, SEPTEMBER 8, 2021 10:00 A.M.

INLAND EMPIRE UTILITIES AGENCY*
VIEW THE MEETING LIVE ONLINE AT IEUA.ORG
TELEPHONE ACCESS: (415) 856-9169 / Conf Code: 316 524 615#

PURSUANT TO THE PROVISIONS OF EXECUTIVE ORDERS N-25-20 AND N-29-20 ISSUED BY GOVERNOR GAVIN NEWSOM IN MARCH 2020 AND IN AN EFFORT TO PROTECT PUBLIC HEALTH AND PREVENT THE SPREAD OF COVID-19, THERE WILL BE NO PUBLIC LOCATION AVAILABLE FOR IN-PERSON ATTENDANCE.

The public may participate and provide public comment during the meeting by dialing into the number provided above. Alternatively, public comments may be emailed to the Board Secretary/Office Manager Denise Garzaro at dgarzaro@ieua.org no later than 24 hours prior to the scheduled meeting time. Comments will be read into the record during the meeting.

CALL TO ORDER

PUBLIC COMMENT

Members of the public may address the Board on any item that is within the jurisdiction of the Board; however, no action may be taken on any item not appearing on the agenda unless the action is otherwise authorized by Subdivision (b) of Section 54954.2 of the Government Code. Those persons wishing to address the Board on any matter, whether or not it appears on the agenda, are requested to email the Board Secretary/Office Manager no later than 24 hours prior to the scheduled meeting time or address the Board during the public comments section of the meeting. Comments will be limited to three minutes per speaker. Thank you.

<u>ADDITIONS TO THE AGENDA</u>

In accordance with Section 54954.2 of the Government Code (Brown Act), additions to the agenda require two-thirds vote of the legislative body, or, if less than two-thirds of the members are present, a unanimous vote of those members present, that there is a need to take immediate action and that the need for action came to the attention of the local agency subsequent to the agenda being posted.

1. CONSENT ITEMS

A. MINUTES

Approve Minutes of the July 14, 2021 Engineering, Operations, and Water Resources Committee meeting.

B. <u>SOLE SOURCE PURCHASE FOR CONTINUED SCADA SYSTEM</u> <u>TECHNICAL SUPPORT SERVICES</u>

Staff recommends that the Committee/Board:

- 1. Approve the sole source purchase for continued services with Royal Industrial Solutions/Rockwell Automation for a seven-year technical support contract for a not-to-exceed amount of \$1,065,320; and
- 2. Authorize the General Manager to execute the contract.

C. CONTRACT AWARD FOR BOILER MAINTENANCE SERVICES

Staff recommends that the Committee/Board:

- Approve the award of Contract No. 4600003063 to Powerhouse Combustion & Mechanical Corporation to provide Boiler Maintenance Services for a total not-to-exceed amount of \$153,260 over five years with a fixed price for one year and potential Consumer Price Index increases for the remainder of the contract; and
- 2. Authorize the General Manager to execute the service contract.

2. ACTION ITEMS

A. <u>RP-1 AERATION MEMBRANE REPLACEMENT CONSTRUCTION</u> CONTRACT AWARD

Staff recommends that the Committee/Board:

- 1. Award a construction contract for the RP-1 Aeration Membrane Replacement, Project No. PA17006.03, to J.F. Shea Construction, Inc., for the not-to-exceed amount of \$1,738,000; and
- 2. Authorize the General Manager to execute the construction contract, subject to non-substantive changes.

B. <u>RP-5 EXPANSION PROJECT CHANGE ORDER</u>

Staff recommends that the Committee/Board:

1. Approve a construction change order for the RP-5 Expansion, Project No. EN19001, to W.M. Lyles Co., for the not-to-exceed amount of \$631,382 increasing the contract from \$330,628,258 to \$331,259,640 (approximately 0.19% increase); and

2. Authorize the General Manager to execute the change order, subject to non-substantive changes.

3. <u>INFORMATION ITEMS</u>

- A. <u>RECYCLED WATER GROUNDWATER RECHARGE UPDATE</u> (<u>POWERPOINT</u>)
- B. <u>LABORATORY SEMI-ANNUAL UPDATE (POWERPOINT)</u>
- C. RP-5 EXPANSION PROJECT UPDATE (POWERPOINT)

RECEIVE AND FILE INFORMATION ITEM

- D. <u>ENGINEERING AND CONSTRUCTION MANAGEMENT PROJECT UPDATES (POWERPOINT)</u>
- 4. GENERAL MANAGER'S COMMENTS
- 5. <u>COMMITTEE MEMBER COMMENTS</u>
- 6. COMMITTEE MEMBER REQUESTED FUTURE AGENDA ITEMS

ADJOURN

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the Board Secretary/Office Manager (909-993-1736), 48 hours prior to the scheduled meeting so that the Agency can make reasonable arrangements.

DECLARATION OF POSTING

I, Denise Garzaro, Board Secretary/Office Manager of the Inland Empire Utilities Agency, A Municipal Water District, hereby certify that a copy of this agenda has been posted by 5:30 p.m. to the IEUA Website at www.ieua.org and outside the Agency's main office, 6075 Kimball Avenue, Building A, Chino on Thursday, September 2, 2021.

Denise Garzaro, CMC

CONSENT ITEM 1A



MINUTES ENGINEERING, OPERATIONS, AND WATER RESOURCES COMMITTEE MEETING INLAND EMPIRE UTILITIES AGENCY* AGENCY HEADQUARTERS, CHINO, CA

WEDNESDAY, JULY 14, 2021 10:00 A.M.

COMMITTEE MEMBERS PRESENT via Video/Teleconference

Michael Camacho, Chair Marco Tule

STAFF PRESENT

Shivaji Deshmukh, General Manager Christiana Daisy, Deputy General Manager Denise Garzaro, Board Secretary/Office Manager Daniel Solorzano, Technology Specialist I

STAFF PRESENT via Video/Teleconference

Jasmin A. Hall, President

Kathy Besser, Executive Manager of External & Government Affairs/AGM Randy Lee, Executive Manager of Operations/AGM

Christina Valencia, Executive Manager of Finance & Administration/AGM

Adham Almasri, Principal Engineer

Jerry Burke, Manager of Engineering

Pietro Cambiaso, Deputy Manager of Strategic Planning & Resources

Andrea Carruthers, Manager of External Affairs

Javier Chagoyen-Lazaro, Manager of Finance & Accounting

Don Hamlett, Acting Deputy Manager of Integrated System Services

Jennifer Hy-Luk, Administrative Assistant II

Sylvie Lee, Manager of Strategic Planning & Resources

Scott Lening, Deputy Manager of Operations

Jason Marseilles, Deputy Manager of Engineering

Kenneth Monfore, Manager of Asset Management

Liza Muñoz, Senior Engineer

Scott Oakden, Manager of Operations & Maintenance

Cathleen Pieroni, Manager of Inter-Agency Relations

Sushmitha Reddy, Manager of Laboratories

James Spears, Senior Engineer

Travis Sprague, Principal Engineer

Wilson To, Technology Specialist II

Teresa Velarde, Manager of Internal Audit

Brian Wilson, Senior Engineer

Jamal Zughbi, Senior Engineer/Project Manager, P.E.

Engineering, Operations, and Water Resources Committee July 14, 2021 Page 2

CALL TO ORDER

Committee Chair Michael Camacho called the meeting to order at 10:04 a.m. He gave the public the opportunity to comment and provided instructions for unmuting the conference line. There were no public comments received or additions to the agenda.

1A. CONSENT ITEM

The Committee:

♦ Approved Minutes of the June 9, 2021 Engineering, Operations, and Water Resources Committee meeting.

2A - 2B. ACTION ITEMS

The Committee:

- Recommended that the Board:
 - 1. Approve a construction change order for the RP-1 Solids Hot Water Loop Replacement, Project No. EN20065, to Ferreira Construction Co., for the not-to-exceed amount of \$180,000, increasing the contract from \$996,000 to \$1,176,000 (approximately 18.1% increase); and
 - 2. Authorize the General Manager to execute the change order, subject to non-substantive changes;
- and
 - 1. Approve a contract amendment with West Yost, Contract No. 4600002991, for the Chino Basin Program Feasibility Work in the amount of \$96,690, increasing the contract from \$149,950 to a not-to-exceed amount of \$246,640; and
 - 2. Authorize the General Manager to execute the contract amendment, subject to non-substantive changes;

as Consent Calendar items on the July 21, 2021 Board meeting agenda.

3A - 3E. INFORMATION ITEMS

The following information items were presented or received and filed by the Committee:

- ◆ 4th Quarter Strategic Planning & Resources Update
- ♦ Operations Division Quarterly Update
- ♦ RP-5 Solids Handling Facility Future Uses Evaluation Update
- ♦ RP-5 Expansion Project Update: July 2021
- Engineering and Construction Management Project Updates

4. GENERAL MANAGER'S COMMENTS

General Manager Shivaji Deshmukh stated that on July 8, Governor Newsom called on Californians to cut water use by 15 percent and expanded his drought emergency declaration by adding nine more counties to the list of those covered by the emergency declaration that was announced in April. He also stated that the Agency will be hosting the Member Agencies Managers retreat on Friday,

Engineering, Operations, and Water Resources Committee July 14, 2021 Page 3

July 16. Metropolitan Water District Chairwoman Gloria Gray will be joining, and Karla Nemeth, Director of California Department of Water Resources, will provide an update on drought conditions statewide. Discussions will be focused on drought conditions and messaging, and to gain an understanding of the issues that agencies feel are of most importance in the coming years.

5. COMMITTEE MEMBER COMMENTS

There were no Committee member comments.

6. COMMITTEE MEMBER REQUESTED FUTURE AGENDA ITEMS

Committee Chair Camacho requested staff schedule the next RP-5 tour.

ADJOURNMENT

With no further business, Committee Chair Camacho adjourned the meeting at 11:07 a.m.

Respectfully submitted,

Denise Garzaro Board Secretary/Office Manager

*A Municipal Water District

APPROVED: SEPTEMBER 8, 2021

CONSENT ITEM 1B



Date: September 15, 2021

To: The Honorable Board of Directors From: Shivaji Deshmukh, General Manager

Committee: Engineering, Operations & Water Resources 09/08/21

Executive Contact: Randy Lee, Executive Manager of Operations/AGM

Subject: Sole Source Purchase for Continued SCADA System Technical Support Services

Executive Summary:

The Agency began using Rockwell Automation SCADA technology with the startup of Regional Water Recycling Plant No. 4 in 1997. In 2011, the Agency entered into a ten-year technical support contract with Rockwell Automation through their designated distributor, Royal Industrial Solutions. In 2012 the Agency, working with a consultant, drafted the SCADA Technology master plan, which recommended that IEUA replace its aging Schneider Foxboro Distributed Control System (DCS) with Rockwell Automation SCADA systems. Starting in 2014, the Agency began the Enterprise SCADA Migration project and transitioned Carbon Canyon Water Reclamation Facility (CCWRF) and Regional Water Reclamation Plant No. 5 (RP-5) to the Rockwell Automation SCADA system, and modernized the RP-4 SCADA system. In 2019, IEUA entered into a sole source agreement with Rockwell Automation for SCADA software, control hardware, and motor control systems. The new seven-year technical support contract will replace the ten-year contract ending in October 2021. The new support contract will provide continuing access to Rockwell Automation's advanced technical and engineering resources and critical software updates. These updates are necessary to maintain system reliability and mitigate cybersecurity vulnerabilities. Due to the highly specialized and technical nature, only Rockwell Automation can provide the required technical support service.

Staff's Recommendation:

- 1. Approve the sole source purchase for continued services with Royal Industrial Solutions/ Rockwell Automation for a seven-year technical support contract for a not-to-exceed amount of \$1,065,320; and
- 2. Authorize the General Manager to execute the contract.

Budget Impact *Budgeted* (Y/N): Y *Amendment* (Y/N): N *Amount for Requested Approval:* \$ 1,065,320 *Account/Project Name:*

Fiscal Impact (explain if not budgeted):

If approved, sufficient funds are available in the Fiscal Year 2021/22 under Regional Operations and Maintenance (RO) fund under Professional Fees & Services (83%), Recycle Water/Ground Water Recharge (8.5%) and Regional Compost Authority (8.5%). For Fiscal Year 2021/22, Operations Division will include funds in its budget requests to cover the contract requirements.

Prior Board Action:

On August 17, 2011, the Board approved a ten-year Technical Support Services Contract awarded to Royal Industrial Solutions / Rockwell Automation, Contract No.4600000999.

Environmental Determination:

Not Applicable

Business Goal:

The purchase for continued Rockwell Automation SCADA technical support is consistent with IEUA's Business Goal of Business Practices, specifically, Efficiency and Effectiveness objective that IEUA will apply best industry practices in all processes in maintain or improve the quality and value of the services we provide to our member agencies and the public.

Attachments:

Attachment 1 - Power Point

Attachment 2 - Royal Industrial Solutions / Rockwell Automation Contract No. 4600003059

Board-Rec No.: 21184





Recommendation

- Approve the sole source purchase for continued services with Royal Industrial Solutions / Rockwell Automation for a seven-year technical support contract for a not-to-exceed amount of \$1,065,320; and
- Authorize the General Manager to execute the contract.

The purchase for continued Rockwell Automation technical support is consistent with IEUA's *Business Goal of Business Practices*, specifically, Efficiency and Effectiveness objective that IEUA will apply best industry practices in all processes in maintain or improve the quality and value of the services we provide to our member agencies and the public.



MASTER SERVICES CONTRACT NUMBER: 4600003059 FOR PROVISION OF

TECHCONNECT SUPPORT

THIS CONTRACT (the "Contract"), is made and entered into this 22 day of July _____, 2021, by and between the Inland Empire Utilities Agency, a Municipal Water District, organized and existing in the County of San Bernardino under and by virtue of the laws of the State of California (hereinafter referred to as "Agency" or "IEUA"), and Royal Industrial Solutions of Riverside, CA (hereinafter referred to as "Contractor"), as authorized distributor for Rockwell Automation technical support for TechConnect support services.

NOW, THEREFORE, in consideration of the mutual promises and obligations set forth herein, the parties agree as follows:

1. <u>AGENCY PROJECT MANAGER ASSIGNMENT</u>: All technical direction related to this Contract shall come from the designated Project Manager. Details of the Agency's assignment are listed below.

Project Manager: Don Hamlett

Address: 6075 Kimball Avenue, Building "B"

Chino, CA 91708

Telephone: 909-993-1846

Email: dhamlett@ieua.org

2. <u>CONTRACTOR ASSIGNMENT</u>: Special inquiries related to this Contract and the effects of this Contract shall be referred to the following:

Contractor: Gary Yost

Royal Industrial Solutions

Address: 3200 Russell Street

Riverside, CA 92501

Telephone: 951-683-6625

Email: gyost@royal-ie.com

3. <u>ORDER OF PRECEDENCE</u>: The documents referenced below represent the Contract Documents. Where any conflicts exist between the General Terms and Conditions the governing order of precedence shall be as follows:

- 1. Amendments to Contract Number 4600003059.
- 2. Contract Number 4600003059 General Terms and Conditions.
- 3. Contractor's Proposal dated July 20, 2021.
- 4. <u>SCOPE OF WORK AND SERVICES</u>: Contractor services and responsibilities shall include and be in accordance with the following:
 - A. TechConnect support services shall be in accordance with the Agency's Scope of Services found in the Contractor's proposal attached as Exhibit A.
 - B. Contractor shall provide Agency with a Schedule of Work and Services, documenting the anticipated completion of the work within the timeframe set forth in Subsection 4.A., above. The Schedule of Work and Services will be prepared and submitted, to the Project Manager, for review and approval.
 - C. The Agency may, at any time, make changes to this Contract's Scope of Work; including additions, reductions, and other alterations to any or all of the Work. However, such changes shall only be made via written amendment to this Contract. The Contract compensation and Schedule of Work and Services shall be equitably adjusted, if required, to account for such changes and shall be set forth within the mutually approved Contract Amendment.
- 5. <u>TERM</u>: The term of this Contract shall extend for a period of seven (7) years commencing on October 24, 2021 and terminate on October 23, 2028 unless agreed upon by both parties, reduced to writing, and amended to this Contract.

6. <u>PAYMENT, INVOICING, AND COMPENSATION</u>:

- A. The Contractor may submit an invoice not more than once per month during the term of this Contract to the Agency's Accounts Payable Department. Agency shall pay Contractor's properly executed invoice, approved by the Project Manager, within thirty (30) days following receipt of the invoice.
- B. As compensation for the Work performed under this Contract, Agency shall pay Contractor's annual invoice, for a total contract price NOT-TO-EXCEED \$1,065,320.00 for all services satisfactorily provided during the term of this Contract and in accordance with the following schedule:

| Support Level | System Support 24x7 |
|---------------|---------------------|
| Year | 7 Year Annual |
| Year 1 | \$139,330 |
| Year 2 | \$143,510 |
| Year 3 | \$147,815 |
| Year 4 | \$152,250 |
| Year 5 | \$156,817 |
| Year 6 | \$161,522 |
| Year 7 | \$164,077 |
| Total | \$1,065,320 |

- C. Concurrent with the submittal of the original invoice to the Agency's Accounts Payable Department, the Contractor shall forward (mail, fax, or email) a copy of the invoice to the designated Project Manager, identified in Section 1, on Page 1 of this Contract.
- D. No Additional Compensation: Nothing set forth in this Contract shall be interpreted to require payment by Agency to Contractor of any compensation specifically for the assignments and assurances required by the Contract, other than the payment of expenses as may be actually incurred by Contractor in complying with this Contract, as approved by the Project Manager.
- E. Contractor shall invoice IEUA electronically for TechConnect Support Service fees to IEUA's Accounts Payable Office at APGroup@ieua.org. Each invoice shall cite the Contractor's name, address, and remit to address, description of the work performed, the time covered by the invoice, any related contract and/or purchase order numbers, and the amount of payment requested.
- 7. CONTROL OF THE WORK: The Contractor shall perform the Work in compliance with the Schedule of Work and Services. If performance of the Work falls behind schedule, the Contractor shall accelerate the performance of the Work to comply with the Schedule of Work and Services as directed by the Project Manager. If the nature of the Work is such that Contractor is unable to accelerate the Work, Contractor shall promptly notify the Project Manager of the delay, the causes of the delay, and submit a proposed revised Schedule of Work and Services.
- 8. <u>INSURANCE</u>: During the term of this Contract, the Contractor shall maintain, at Contractor's sole expense, the following insurance.
 - A. <u>Minimum Scope of Insurance</u>: Coverage shall be at least as broad as:
 - 1. Commercial General Liability ("CGL"): Insurance Services Office ("ISO") Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
 - 2. Automobile Liability: ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, covering hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$1,000,000 per accident for bodily injury and property damage.

- 3. Workers' Compensation and Employers Liability: Workers' compensation limits as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
- B. <u>Deductibles and Self-Insured Retention</u>: Any deductibles or self-insured retention must be declared to and approved by the Agency. At the option of the Agency, either: the insurer shall reduce or eliminate such deductibles or self-insured retention as respects the Agency, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- C. <u>Other Insurance Provisions</u>: The insurance policies are to <u>contain</u>, or be <u>endorsed to contain</u>, the following provisions:
 - 1. Commercial General Liability and Automobile Liability Coverage
 - a. Additional Insured Status: The Agency, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment supplied in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85; or by either CG 20 10, CG 20 26, CG 20 33, or CG 20 38 and CG 20 37 forms if later revisions are used).
 - b. Primary Coverage: The Contractor's insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the Agency, its officer, officials, employees and volunteers. Any insurance or self-insurance maintained by the Agency, its officers, officials, employees, volunteers, property owners or engineers under contract with the Agency shall be excess of the Contractor's insurance and shall not contribute with it.
 - c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Agency, its officers, officials, employees or volunteers.
 - d. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

- e. The Contractor may satisfy the limit requirements in a single policy or multiple policies. Any additional policies written as excess insurance shall not provide any less coverage than that provided by the first or primary policy.
- 2. Workers' Compensation and Employers Liability Coverage

Contractor hereby grants to Agency a waiver of any right to subrogation which any insurer of the Contractor may acquire against the Agency 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 the Agency has received a waiver of subrogation endorsement from the insurer.

3. All Coverages

Each insurance policy required by this Contract shall be <u>endorsed</u> to state that coverage shall not be suspended, voided, canceled by either party, or reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the Agency pursuant to Section 14, page 12 of this Contract.

- D. <u>Acceptability of Insurers</u>: Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A minus:VII, and who are admitted insurers in the State of California.
- E. <u>Verification of Coverage</u>: Contractor shall provide the Agency with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the Agency before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The Agency reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.
- F. <u>Submittal of Certificates</u>: Contractor shall submit all required certificates and endorsements to the following:

Inland Empire Utilities Agency Attn: Angela Witte P.O. Box 9020 Chino Hills, CA 91709

9. FITNESS FOR DUTY:

- A. <u>Fitness</u>: Contractor and its Subcontractor personnel on the Jobsite:
 - 1. Shall report to work in a manner fit to do their job;
 - 2. Shall not be under the influence of or in possession of any alcoholic beverages or of any controlled substance (except a controlled substance as prescribed by a physician so long as the performance or safety of the Work is not affected thereby); and
 - 3. Shall not have been convicted of any serious criminal offense which, by its nature, may have a discernible adverse impact on the business or reputation of the Agency.
- B. <u>Compliance</u>: Contractor shall advise all personnel and associated third parties of the requirements of this Contract ("Fitness for Duty Requirements") before they enter on the Jobsite and shall immediately remove from the Jobsite any employee determined to be in violation of these requirements. Contractor shall impose these requirements on its Subcontractors. Agency may cancel the Contract if Contractor violates these Fitness for Duty Requirements.

10. LEGAL RELATIONS AND RESPONSIBILITIES:

- A. <u>Professional Responsibility</u>: The Contractor shall be responsible, to the level of competency presently maintained by other practicing professionals performing the same or similar type of work.
- B. <u>Status of Contractor</u>: The Contractor is retained as an independent Contractor only, for the sole purpose of providing the services described herein, and is not an employee of the Agency.
- C. Observing Laws and Ordinances: The Contractor shall keep itself fully informed of all existing and future state and federal laws and all county and city ordinances and regulations which in any manner affect the conduct of any services or tasks performed under this Contract, and of all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same. The Contractor shall at all times observe and comply with all such existing and future laws, ordinances, regulations, orders and decrees, and shall protect and indemnify, as required herein, the Agency, its officers, employees and agents against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order or decree, whether by the Contractor, its employees, or subcontractors.

- D. <u>Subcontract Services</u>: Any subcontracts for the performance of any services under this Contract shall be subject to the written approval of the Project Manager and shall comply with State of California, Department of Industrial Relations, SB 854 requirements.
- E. <u>Hours of Labor</u>: The Contractor shall comply with all applicable provisions of California Labor Code Sections 1810 to 1815 relating to working hours. The Contractor shall, as a penalty to the Agency, forfeit \$25.00 for each worker employed in the completion of the Contract by the Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight hours in any one calendar day and forty (40) hours in any one calendar week in violation of the provisions of the Labor Code.
- F. <u>Travel and Subsistence Pay</u>: The Contractor shall make payment to each worker for travel and subsistence payments which are needed to complete the work and/or service, as such travel and subsistence payments are defined in an applicable collective bargaining agreements with the worker.
- G. <u>Liens</u>: Contractor shall pay all sums of money that become due from any labor, services, materials, or equipment provided to Contractor on account of said services to be rendered or said materials to be provided under this Contract and that may be secured by any lien against the Agency. Contractor shall fully discharge each such lien at the time performance of the obligation secured matures and becomes due.
- H. <u>Indemnification</u>: Contractor shall indemnify the Agency, its directors, employees, and assigns, and shall defend and hold them harmless from all liabilities, demands, actions, claims, losses and expenses, including reasonable attorneys' fees, which arise out of, or are related to, the negligence, recklessness or willful misconduct of the Contractor, its directors, employees, agents, and assigns, in the performance of work under this contract.
- I. <u>Conflict of Interest</u>: No official of the Agency, who is authorized in such capacity and on behalf of the Agency to negotiate, make, accept, or approve, or to take part in negotiating, making, accepting or approving this Contract, or any subcontract relating to services or tasks to be performed pursuant to this Contract, shall become directly or indirectly personally interested in this Contract.
- J. <u>Equal Opportunity</u>: During the performance of this Contract, the Contractor shall not unlawfully discriminate against any employee or employment applicant because of race, color, religion, sex, age, marital status, ancestry, physical or mental disability, sexual orientation, veteran status or national origin. The Agency is committed to creating and maintaining an environment free from harassment and discrimination.

K. Disputes:

- 1. All disputes arising out of or in relation to this Contract shall be resolved in accordance with this section. The Contractor shall pursue the work to completion in accordance with the instruction of the Agency's Project Manager notwithstanding the existence of a dispute. By entering this Contract, both parties are obligated, and hereby agree, to submit all disputes arising under or relating to the Contract which remain unresolved after the exhaustion of the procedures provided herein, to independent arbitration. Except as otherwise provided herein, arbitration shall be conducted under California Code of Civil Procedure Sections 1280, et seg., or their successor.
- 2. All disputes prior to the work starting shall be subject to resolution by the Agency's Project Manager; and the Contractor shall comply, with the Agency Project Manager instructions. If the Contractor is not satisfied with the resolution directed by the Agency Project Manager, they may file a written protest with the Agency Project Manager within seven (7) calendar days after receiving written directive of the Project Manager's decision. Failure by Contractor to file a written protest within seven (7) calendar days shall constitute waiver of protest, and acceptance of the Project Manager's resolution. The Project Manager shall submit the Contractor's written protests to the General Manager, together with a copy of the Project Manager's written decision, for his or her consideration within seven (7) calendar days after receipt of the protest-related documents. The General Manager shall make his or her determination with respect to each protest filed with the Project Manager within ten (10) calendar days after receipt of the protest-If Contractor is not satisfied with any such related documents. resolution by the General Manager, they may file a written request for arbitration with the Project Manager within seven (7) calendar days after receiving written notice of the General Manager's decision.
- 3. In the event of arbitration, the parties to this contract agree that there shall be a single neutral Arbitrator who shall be selected in the following manner:
 - a. The Demand for Arbitration shall include a list of five names of persons acceptable to the Contractor to be appointed as Arbitrator. The Agency shall determine if any of the names submitted by Contractor are acceptable and, if so, such person will be designated as Arbitrator.
 - b. If none of the names submitted by Contractor are acceptable to Agency, or if for any reason the Arbitrator selected in Step (a) is unable to serve, the Agency shall submit to Contractor a list of five names of persons acceptable to Agency for appointment

- as Arbitrator. The Contractor shall, in turn, have seven (7) calendar days in which to determine if one such person is acceptable.
- c. If after Steps (a) and (b), the parties are unable to mutually agree upon a neutral Arbitrator, the matter of selection of an Arbitrator shall be submitted to the San Bernardino County Superior Court pursuant to Code of Civil Procedure Section 1281.6, or its successor. The costs of arbitration, including but not limited to reasonable attorneys' fees, shall be recoverable by the party prevailing in the arbitration. If this arbitration is appealed to a court pursuant to the procedure under California Code of Civil Procedure Section 1294, et seq., or their successor, the costs of arbitration shall also include court costs associated with such appeals, including but not limited to reasonable attorneys' fees which shall be recoverable by the prevailing party.
- 4. Association in Mediation/Arbitration: The Agency may join the Contractor in mediation or arbitration commenced by a contractor on the Project pursuant to Public Contracts Code Sections 20104 et seq. Such association shall be initiated by written notice from the Agency's representative to the Contractor.
- L. <u>Workers' Legal Status</u>: For performance against this Contract, Contractor shall only utilize employees and/or subcontractors that are authorized to work in the United States pursuant to the Immigration Reform and Control Act of 1986.
- 11. OWNERSHIP OF MATERIALS AND DOCUMENTS/CONFIDENTIALITY: The Agency retains ownership of any, and all, partial or complete reports, drawings, plans, notes, computations, lists, and/or other materials, documents, information, or data prepared by the Contractor and/or the Contractor's subcontractor(s) pertaining to this Contract. Said materials and documents are confidential and shall be available to the Agency from the moment of their preparation, and the Contractor shall deliver them to the Agency whenever requested to do so by the Project Manager and/or Agency representative. The Contractor agrees that all documents shall not be made available to any individual or organization, private or public, without the prior written consent of an Agency representative.

12. TITLE AND RISK OF LOSS:

- A. <u>Documentation:</u> Title to the Documentation shall pass to the Agency when prepared; however, a copy may be retained by Contractor for its records and internal use. Contractor shall retain such Documentation in a controlled access file, and shall not reveal, display, or disclose the contents of the Documentation to others without the prior written authorization of the Agency or for the performance of Work related to the Scope of Work described in this Contract.
- B. <u>Material:</u> Title to all Material, field or research equipment, and laboratory models, procured or fabricated under the Contract shall pass to the Agency when procured or fabricated, and such title shall be free and clear of any and all encumbrances. Contractor shall have risk of loss of any Material or Agency-owned equipment of which it has custody.
- C. <u>Disposition:</u> Contractor shall dispose of items to which the Agency has title as directed, in writing, by the Project Manager and/or an Agency representative.

13. PROPRIETARY RIGHTS:

- A. <u>Rights and Ownership:</u> Agency's rights to inventions, discoveries, trade secrets, patents, copyrights, and other intellectual property, including the Information and Documentation, and revisions thereto (hereinafter collectively referred to as "Proprietary Rights"), used or developed by Contractor in the performance of the Work, shall be governed by the following provisions:
 - 1. Proprietary Rights conceived, developed, or reduced to practice by Contractor in the performance of the Work shall be the property of Agency, and Contractor shall cooperate with all appropriate requests to assign and transfer same to Agency.
 - 2. If Proprietary Rights conceived, developed, or reduced to practice by Contractor prior to the performance of the Work are used in and become integral with the Work, or are necessary for Agency to have complete control of the Work, Contractor shall grant to Agency a non-exclusive, irrevocable, royalty-free license, as may be required by Agency for the complete control of the Work, including the right to reproduce, correct, repair, replace, maintain, translate, publish, use, modify, copy or dispose of any or all of the Work and grant sublicenses to others with respect to the Work.
 - 3. If the Work includes the Proprietary Rights of others, Contractor shall procure, at no additional cost to Agency, all necessary licenses regarding such Proprietary Rights so as to allow Agency the complete control of the Work, including the right to reproduce, correct, repair,

replace, maintain, translate, publish, use, modify, copy, or dispose of any or all of the Work; and to grant sublicenses to others with respect to the Work. All such licenses shall be in writing and shall be irrevocable and royalty-free to Agency.

14. <u>NOTICES</u>: Any notice may be served upon either party by delivering it in person, or by depositing it in a United States Mail deposit box with the postage thereon fully prepaid, and addressed to the party at the address set forth below:

Agency: Warren T. Green

Manager of Contracts, Procurement & Risk Services

Inland Empire Utilities Agency

P.O. Box 9020

Chino Hills, CA 91709

Contractor: Gary Yost

Royal Wholesale Solutions

3200 Russell Street Riverside, CA 92501

Any notice given pursuant to this section shall be deemed effective in the case of personal delivery, upon receipt thereof, or, in the case of mailing, at the moment of deposit in the course of transmission through the United States Postal Service.

- 15. <u>SUCCESSORS AND ASSIGNS</u>: All of the terms, conditions and provisions of this Contract shall take effect to the benefit of and be binding upon the Agency, the Contractor, and their respective successors and assigns. No assignment of the duties or benefits of the Contractor under this Contract may be assigned, transferred, or otherwise disposed of, without the prior written consent of the Agency; and any such purported or attempted assignment, transfer, or disposal without the prior written consent of the Agency shall be null, void, and of no legal effect whatsoever.
- 16. PUBLIC RECORDS POLICY: Information made available to the Agency may be subject to the California Public Records Act (Government Code Section 6250 et seq.) The Agency's use and disclosure of its records are governed by this Act. The Agency shall use its best efforts to notify Contractor of any requests for disclosure of any documents pertaining to this work. In the event of litigation concerning disclosure of information Contractor considers exempt from disclosure; (e.g., Trade Secret, Confidential, or Proprietary) Agency shall act as a stakeholder only, holding the information until otherwise ordered by a court or other legal process. If Agency is required to defend an action arising out of a Public Records Act request for any of the information Contractor has marked "Confidential," "Proprietary," or "Trade Secret," Contractor shall defend and indemnify Agency from all liability, damages, costs, and expenses, in any action or proceeding arising under the Public Records Act.

- 17. <u>RIGHT TO AUDIT</u>: The Agency reserves the right to review and/or audit all Contractor's records related to the Work. The option to review and/or audit may be exercised during the term of the Contract, upon termination, upon completion of the Contract, or at any time thereafter up to twelve (12) months after final payment has been made to the Contractor. The Contractor shall make all records and related documentation available within three (3) working days after said records are requested by the Agency.
- 18. <u>INTEGRATION</u>: The Contract Documents represent the entire Contract made and entered into by and between the Agency and the Contractor as to those matters contained in this contract. No prior oral or written understanding shall be of any force or effect with respect to those matters covered by the Contract Documents. This Contract may not be modified, altered, or amended except by written mutual agreement by the Agency and the Contractor.
- 19. <u>GOVERNING LAW</u>: This Contract is to be governed by and constructed in accordance with the laws of the State of California, in the County of San Bernardino.
- 20. <u>TERMINATION FOR CONVENIENCE</u>: The Agency reserves and has the right to immediately suspend, cancel or terminate this Contract at any time upon written notice to the Contractor. In the event of such termination, the Agency shall pay Contractor for all authorized and Contractor-invoiced services up to the date of such termination, as approved by the Project Manager.
- 21. <u>FORCE MAJEURE</u>: Neither party shall hold the other responsible for the effects of acts occurring beyond their control; e.g., war, riots, strikes, natural disasters, etcetera.
- 22. <u>NOTICE TO PROCEED</u>: No services shall be performed or provided under this Contract unless and until this document has been properly signed by all responsible parties and a notice to proceed has been issued to the Contractor by the Project Manager.
- 23. <u>AUTHORITY TO EXECUTE CONTRACT</u>: The Signatories, below, each represent, warrant, and covenant that they have the full authority and right to enter into this Contract on behalf of the separate entities shown below.
- 24. <u>DELIVERY OF DOCUMENTS</u>: The Parties to this Contract and the individuals named to facilitate the realization of its intent, with the execution of the Contract, authorize the delivery of documents via facsimile, via email, and via portable document format (PDF) and covenant agreement to be bound by such electronic versions.

The parties hereto have caused the Contract to be entered as of the day and year written above.

| INLAND EMPIRE UTILITIES AGENCY: | ROYAL INDUSTRIAL SOLUTIONS: |
|---------------------------------|------------------------------------|
| *A MUNICIPAL WATER DISTRICT | |

Shivaji Deshmukh P.E. (Date) Tyler Brubaker (Date)
General Manager (Date) Tyler Brubaker (Date)



EXHIBIT A







Inland Empire Utilities Chino, California

ROCKWELL AUTOMATION SERVICES AGREEMENT

FIXED PRICE PROPOSAL 30235709.1

1E8C76-78D-267

JULY 20, 2021

PRESENTED TO: Don Hamlett

INLAND EMPIRE UTILITIES

6075 KIMBALL AVE Chino, California 91710

PROPOSED BY: Gary Yost

Royal Industrial Solutions 3200 Russell Street Riverside, CA 92501

Rockwell Automation 10805 Holder St Cypress, CA 90630



Global Solutions & Services

Bringing You a World of Experience

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STANDARD-en(v3.0)







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Executive Summary

Rockwell Automation is providing robust, standardized, and reusable solutions that can be quickly leveraged to other production sites within your enterprise. Our solutions are based on standardized, industry-tested, and proven technologies. The open architecture system also allows for future expansion and integration into the rest of your site and business information systems.

Rockwell Automation develops technologies and provides services that leading manufacturers around the world use to their competitive advantage. Whether architecting a single unit or an entire supply chain, manufacturers rely on their automation, power control, and conversion products and services to manage getting their products and services to market faster, to reduce costs, to better utilize power and plant-floor assets, and to minimize risks in their manufacturing environments. As technology continues to evolve, they must be able to seamlessly integrate people, processes, and technology into a Connected Enterprise to better address the many challenges they face. A Connected Enterprise helps them view real-time data on manufacturing processes, compare performance across plants, quickly scale production up or down, manage energy consumption and even troubleshoot and fix issues remotely.

- Over 22,000 employees worldwide.
- Over 4,600 employees globally in Rockwell Automation's Solutions and Services Business
- More than 400 certified/professional engineers
- Executing in excess of 15,000 projects per year
- World class post-project support organization staffed by nearly 1,700 field and technical engineers
- A network of more than 600 System Integrators
- Representation in 80 countries

Manufacturers today are looking for ways to maximize productivity, solve problems or satisfy a need while managing costs. Maintenance provides one of the last remaining areas of the plant to realize significant impact on both financial and production metrics such as:

- Increased production rate
- Elimination of unplanned downtime
- Decreased scrap or waste
- Improved financial stability
- Reduced maintenance costs

Our Strategic Approach to maintenance blends an appropriate mix of predictive, preventive, and reactive maintenance strategies that will help meet production and business goals. Our Customer Support and Maintenance services team, of nearly 4,500 field and technical engineers, will maximize the benefits of the engineered services provided by Rockwell Automation's Delivery Team.

In providing our services we are committed to complying with safety regulations and to demonstrating the highest standard of occupational safety and health performance. This includes implementing and maintaining health and safety management systems based on OHSAS 18001, but of course will consider any local or corporate customer requirements. To drive continuous improvement, we establish annual corporate performance goals — which translate to local performance metric and activity-based objectives. Rockwell Automation excelled in global safety performance, as measured by Recordable Case Rate (0.43), remained best in class in 2018 when compared to the average private industry rate and with the average rate for electronic manufacturing peers.

Lastly, when you work with Rockwell Automation, you know you are partnering with an ethical, sustainable organization. Rockwell Automation is a recognized global leader in the area of ethics and compliance having been named a World's Most Ethical Company 11 times and winning the BBB International Torch Award and American Business Ethics Award in recent years. Integrity is a core







company value that is part of our strategic framework and is an integral part of the company's culture. Many of our accomplishments in the area of ethics, compliance, safety and sustainability are set forth in our Corporate Responsibility Report available here.

The Rockwell Automation Solutions and Services Business has prepared the Statement of Work set forth in section 1 below for resale by its authorized distributor Royal industrial Solutions.





1 Rockwell Automation Statement of Work for Services

1.1 Statement of Work Summary

The service(s) included in this Statement of Work are as follows:

Term Based Contracts Included: Tech Connect Support Agreement

1.2 TechConnect Support Agreement

This TechConnect Support Agreement ("Agreement") will allow your plant to be connected to Rockwell Automation's world-class phone and electronic technical support. Rockwell Automation's technical support team provides assistance with installing, configuring, and maintaining equipment and software, obtaining current software updates, diagnosing and fixing operating problems, or performing basic programming tasks.

1.2.1.1 TechConnect Support Levels

| Product Family | Description | Support Level | Service Level |
|------------------|---------------------------------|-----------------|---------------|
| 9800-PC24AUTOO | Automation Control Hardware | System Support | 24 x 7 x 365 |
| 9800-PC24ABDRIVA | Drives Control Hardware | System Support | 24 x 7 x 365 |
| 9800-DC8LEHDWA | Legacy Hardware | Product Support | 8 x 5 M-F |
| 9800-PC24HMICOM | HMI Software | System Support | 24 x 7 x 365 |
| 9800-PC24INFAUT | Information Automation Software | System Support | 24 x 7 x 365 |

Table 1: TechConnect Support Levels

1.2.1.2 Product Coverage Details

Rockwell Automation will provide TechConnect Support coverage to Customer for the Rockwell Automation Product Families & software serial numbers listed below.

| Hardware Type | No. Of Devices |
|-----------------------------|----------------|
| Automation Control Hardware | 210 |
| Drives Control Hardware | 5 |
| Legacy Hardware | 1 |

| Product Family & Software Serial Numbers | Description | Install Count |
|---|-----------------------------|---------------|
| 9800-PC24AUTOO | Automation Control Hardware | |
| 1760-PICOSOFT | | 1 |





| Product Family & Software Serial Numbers | Description | Install Count |
|---|--|---------------|
| 1603000831 | PICOSOFT SOFTWARE FRU | 1 |
| 1788-FFCT | | 1 |
| SV2FQ3UM | CONTROLNET-FIELDBUS CONFIGURATION TOOL | 1 |
| 9310-WE0200E | | 1 |
| 1067040906 | RSLogix Emulate 500 | 1 |
| 9310-WED200ENE | | 10 |
| 1835007508 | RSLogix Emulate 5000 | 1 |
| 1835004556 | RSLogix Emulate 5000 | 1 |
| 1835004550 | RSLogix Emulate 5000 | 1 |
| 1835004555 | RSLogix Emulate 5000 | 1 |
| 1835007582 | RSLogix Emulate 5000 | 1 |
| 1835004557 | RSLogix Emulate 5000 | 1 |
| 1835008688 | RSLogix Emulate 5000 | 1 |
| 1835008705 | RSLogix Emulate 5000 | 1 |
| 1835009987 | RSLogix Emulate 5000 | 1 |
| 1835013384 | RSLogix Emulate 5000 | 1 |
| 9324-RL0300ENE | | 18 |
| 1012009019 | RSLogix 500 Standard Software EN | 1 |
| 1012148531 | RSLogix 500 Standard Software EN | 1 |
| 1012008964 | RSLogix 500 Standard Software EN | 1 |
| 1012009020 | RSLogix 500 Standard Software EN | 1 |
| 1012023987 | RSLogix 500 Standard Software EN | 1 |
| 1012114527 | RSLogix 500 Standard Software EN | 1 |
| 1012114538 | RSLogix 500 Standard Software EN | 1 |
| 1012116682 | RSLogix 500 Standard Software EN | 1 |
| 1012116683 | RSLogix 500 Standard Software EN | 1 |
| 1012032605 | RSLogix 500 Standard Software EN | 1 |
| 1012171563 | RSLogix 500 Standard Software EN | 1 |
| 1012130959 | RSLogix 500 Standard Software EN | 1 |
| 1012171564 | RSLogix 500 Standard Software EN | 1 |
| 1012018075 | RSLogix 500 Standard Software EN | 1 |
| 1012265590 | RSLogix 500 Standard Software EN | 1 |
| 1012192912 | RSLogix 500 Standard Software EN | 1 |
| 1012174124 | RSLogix 500 Standard Software EN | 1 |
| 1012174646 | RSLogix 500 Standard Software EN | 1 |
| 9324-RL0700ENE | | 1 |
| 1014009038 | RSLogix 500 Pro | 1 |
| 9324-RLD300ENE | | 1 |
| 1203038188 | RSLogix 5000 Standard, Eng | 1 |
| 9324-RLD700ENE | . to Logit occordand in | 19 |
| 2022001089 | RSLOGIX 5000 PRO, REPLACED W/9324-RLD700 | 1 |
| 2022001003 | RSLOGIX 5000 PRO, REPLACED W/9324-RLD700 | 1 |





| Product Family & Software Serial Numbers | Description | Install Count |
|---|--|---------------|
| 2022022926 | RSLOGIX 5000 PRO, REPLACED W/9324-RLD700 | 1 |
| 2022014174 | RSLOGIX 5000 PRO, REPLACED W/9324-RLD700 | 1 |
| 2022017385 | RSLOGIX 5000 PRO, REPLACED W/9324-RLD700 | 1 |
| 2022008094 | RSLOGIX 5000 PRO, REPLACED W/9324-RLD700 | 1 |
| 2022008168 | RSLOGIX 5000 PRO, REPLACED W/9324-RLD700 | 1 |
| 2022009562 | RSLOGIX 5000 PRO, REPLACED W/9324-RLD700 | 1 |
| 2022009579 | RSLOGIX 5000 PRO, REPLACED W/9324-RLD700 | 1 |
| 2022010563 | RSLOGIX 5000 PRO, REPLACED W/9324-RLD700 | 1 |
| 2022015630 | RSLOGIX 5000 PRO, REPLACED W/9324-RLD700 | 1 |
| 2022015631 | RSLOGIX 5000 PRO, REPLACED W/9324-RLD700 | 1 |
| 2022015824 | RSLOGIX 5000 PRO, REPLACED W/9324-RLD700 | 1 |
| 2022006136 | RSLOGIX 5000 PRO, REPLACED W/9324-RLD700 | 1 |
| 2022006135 | RSLOGIX 5000 PRO, REPLACED W/9324-RLD700 | 1 |
| 2022017330 | RSLOGIX 5000 PRO, REPLACED W/9324-RLD700 | 1 |
| 2022006134 | RSLOGIX 5000 PRO, REPLACED W/9324-RLD700 | 1 |
| 2022029918 | RSLOGIX 5000 PRO, REPLACED W/9324-RLD700 | 1 |
| 2022015825 | RSLOGIX 5000 PRO, REPLACED W/9324-RLD700 | 1 |
| 9324-RLD700NXENE | NOTO SIN COUNTY OF THE PROPERTY OF THE PROPERT | 5 |
| 2022055130 | RSLogix 5000 Professional Edition EN | 1 |
| 2022101799 | Studio 5000 Professional Edition ESD S/W | 1 |
| 2022055669 | RSLogix 5000 Professional Edition EN | 1 |
| 2022057969 | RSLogix 5000 Professional Edition EN | 1 |
| 2022101798 | Studio 5000 Professional Edition ESD S/W | 1 |
| 9357-DNETL3 | Cladio 0000 1 1010001011al Edition EOD 0/11 | 26 |
| 1235038273 | RSNetworx For DeviceNet | 1 |
| 1235050966 | RSNetworx For DeviceNet | 1 |
| 1235163104 | RSNetworx For DeviceNet | 1 |
| 1235145718 | RSNetworx For DeviceNet | 1 |
| 1235019679 | RSNetworx For DeviceNet | 1 |
| 1235061328 | RSNetworx For DeviceNet | 1 |
| 1235051320 | RSNetworx For DeviceNet | 1 |
| 1235138626 | RSNetworx For DeviceNet | 1 |
| 1235130020 | RSNetworx For DeviceNet | 1 |
| 1235040528 | RSNetworx For DeviceNet | 1 |
| 1235040529 | RSNetworx For DeviceNet | 1 |
| 1235040530 | RSNetworx For DeviceNet | 1 |
| 1235043723 | RSNetworx For DeviceNet | 1 |
| 1235043723 | RSNetworx For DeviceNet | 1 |
| 1235043797 | RSNetworx For DeviceNet | 1 |
| | | |
| 1235049026 | RSNetwork For DeviceNet | 1 |
| 1235157547 1235061329 | RSNetworx For DeviceNet RSNetworx For DeviceNet | 1 1 |





| Product Family & Software Serial Numbers | Description | Install Count |
|---|------------------------------------|---------------|
| 1235156233 | RSNetworx For DeviceNet | 1 |
| 1235061522 | RSNetworx For DeviceNet | 1 |
| 1235061523 | RSNetworx For DeviceNet | 1 |
| 1235066940 | RSNetworx For DeviceNet | 1 |
| 1235067144 | RSNetworx For DeviceNet | 1 |
| 1235067870 | RSNetworx For DeviceNet | 1 |
| 1235092729 | RSNetworx For DeviceNet | 1 |
| 1235093633 | RSNetworx For DeviceNet | 1 |
| 9357-ENETL3 | | 5 |
| 1669009217 | RSNetworx For Ethernet/lp | 1 |
| 1669009210 | RSNetworx For Ethernet/Ip | 1 |
| 1669009215 | RSNetworx For Ethernet/lp | 1 |
| 1669009216 | RSNetworx For Ethernet/lp | 1 |
| 1669013933 | RSNetworx For Ethernet/lp | 1 |
| 9701-VWSTMENE | | 9 |
| 1564096734 | FT View Studio For Machine Edition | 1 |
| 1564097414 | FT View Studio For Machine Edition | 1 |
| 1564028390 | FT View Studio For Machine Edition | 1 |
| 1564095138 | FT View Studio For Machine Edition | 1 |
| 1564047202 | FT View Studio For Machine Edition | 1 |
| 1564025146 | FT View Studio For Machine Edition | 1 |
| 1564008446 | FT View Studio For Machine Edition | 1 |
| 1564102698 | FT View Studio For Machine Edition | 1 |
| 1564047555 | FT View Studio For Machine Edition | 1 |
| 9800-PC24ABDRIVA | Drives Control Hardware | |
| 9303-4DTS01ENM | | 2 |
| 1809022343 | DriveTools SP MED Software | 1 |
| 1809022342 | DriveTools SP MED Software | 1 |
| 9800-DC8LEHDWA | Legacy Hardware | |
| 2706-MB1 | | 1 |
| ST0UW3ZW | MessageBuilder Software | 1 |
| 9324-RL5300ENE | | 12 |
| 1112077104 | RSLogix 5 Standard - Cd-Rom | 1 |
| 1112059637 | RSLogix 5 Standard - Cd-Rom | 1 |
| 1112082159 | RSLogix 5 Standard - Cd-Rom | 1 |
| 1112072466 | RSLogix 5 Standard - Cd-Rom | 1 |
| 1112005183 | RSLogix 5 Standard - Cd-Rom | 1 |
| 1112082158 | RSLogix 5 Standard - Cd-Rom | 1 |
| 1112077103 | RSLogix 5 Standard - Cd-Rom | 1 |
| 1112072446 | RSLogix 5 Standard - Cd-Rom | 1 |
| 1112072445 | RSLogix 5 Standard - Cd-Rom | 1 |
| 1112072444 | RSLogix 5 Standard - Cd-Rom | 1 |





| Product Family & Software Serial Numbers | Description | Install Count |
|---|---|---------------|
| 1112072443 | RSLogix 5 Standard - Cd-Rom | 1 |
| 1112026859 | RSLogix 5 Standard - Cd-Rom | 1 |
| 9508-AS010ENF | | 10 |
| 2313000109 | RSAssetSecurity Software | 10 |
| 9800-PC24HMICOM | HMI Software | |
| 9355-WABENE | | 6 |
| 1008130519 | RSLINX CLASSIC PROFESSIONAL - ENGLISH | 1 |
| 1008054918 | RSLINX CLASSIC PROFESSIONAL - ENGLISH | 1 |
| 1008060765 | RSLINX CLASSIC PROFESSIONAL - ENGLISH | 1 |
| 1008109798 | RSLINX CLASSIC PROFESSIONAL - ENGLISH | 1 |
| 1008093533 | RSLINX CLASSIC PROFESSIONAL - ENGLISH | 1 |
| 1008061992 | RSLINX CLASSIC PROFESSIONAL - ENGLISH | 1 |
| 9355-WABSNENW | | 2 |
| 1612050464 | RSLinx Classic Single Node ESD Software | 1 |
| 1612050497 | RSLinx Classic Single Node ESD Software | 1 |
| 9522-VWP05RENE | | 1 |
| 2929005052 | FT Viewpoint 5 Client Ro | 1 |
| 9522-VWP10RENE | | 2 |
| 2930005167 | FT Viewpoint 10 Client System (EN) | 1 |
| 2930005168 | FT Viewpoint 10 Client System (EN) | 1 |
| 9701-VWSCRAENE | | 10 |
| 2525002932 | FT View SE Client | 1 |
| 2525002936 | FT View SE Client | 1 |
| 2525002938 | FT View SE Client | 1 |
| 2525002939 | FT View SE Client | 1 |
| 2525002940 | FT View SE Client | 1 |
| 2525002941 | FT View SE Client | 1 |
| 2525002937 | FT View SE Client | 1 |
| 2525002931 | FT View SE Client | 1 |
| 2525002935 | FT View SE Client | 1 |
| 2525002934 | FT View SE Client | 1 |
| 9701-VWSCWAENE | | 80 |
| 2524142445 | FT View Client Site Edition ESD S/W | 1 |
| 2524142448 | FT View Client Site Edition ESD S/W | 1 |
| 2524122726 | FT View Client Site Edition ESD S/W | 1 |
| 2524122727 | FT View Client Site Edition ESD S/W | 1 |
| 2524122728 | FT View Client Site Edition ESD S/W | 1 |
| 2524122729 | FT View Client Site Edition ESD S/W | 1 |
| 2524122724 | FT View Client Site Edition ESD S/W | 1 |
| 2524122731 | FT View Client Site Edition ESD S/W | 1 |
| 2524122723 | FT View Client Site Edition ESD S/W | 1 |
| 2524051692 | FT View SE Client | 1 |





| Product Family & Software Serial Numbers | Description | Install Count |
|---|--------------------------------------|---------------|
| 2524142444 | FT View Client Site Edition ESD S/W | 1 |
| 2524122732 | FT View Client Site Edition ESD S/W | 1 |
| 2524142446 | FT View Client Site Edition ESD S/W | 1 |
| 2524122730 | FT View Client Site Edition ESD S/W | 1 |
| 2524051696 | FT View SE Client | 1 |
| 2524022653 | FT View SE Client | 1 |
| 2524022654 | FT View SE Client | 1 |
| 2524022655 | FT View SE Client | 1 |
| 2524022656 | FT View SE Client | 1 |
| 2524009644 | FT View SE Client | 1 |
| 2524142443 | FT View Client Site Edition ESD S/W | 1 |
| 2524006690 | FT View SE Client | 1 |
| 2524009645 | FT View SE Client | 1 |
| 2524011022 | FT View SE Client | 1 |
| 2524011023 | FT View SE Client | 1 |
| 2524011024 | FT View SE Client | 1 |
| 2524011025 | FT View SE Client | 1 |
| 2524009160 | FT View SE Client | 1 |
| 2524008208 | FT View SE Client | 1 |
| 2524142449 | FT View Client Site Edition ESD S/W | 1 |
| 2524008206 | FT View SE Client | 1 |
| 2524142447 | FT View Client Site Edition ESD S/W | 1 |
| 2524006689 | FT View SE Client | 1 |
| 2524006688 | FT View SE Client | 1 |
| 2524006687 | FT View SE Client | 1 |
| 2524006686 | FT View SE Client | 1 |
| 2524004370 | FT View SE Client | 1 |
| 2524004369 | FT View SE Client | 1 |
| 2524021454 | FT View SE Client | 1 |
| 2524008209 | FT View SE Client | 1 |
| 2524051693 | FT View SE Client | 1 |
| 2524039173 | FT View SE Client | 1 |
| 2524100871 | FT View Client Site Edition Software | 1 |
| 2524142450 | FT View Client Site Edition ESD S/W | 1 |
| 2524051695 | FT View SE Client | 1 |
| 2524122725 | FT View Client Site Edition ESD S/W | 1 |
| 2524051697 | FT View SE Client | 1 |
| 2524051698 | FT View SE Client | 1 |
| 2524051699 | FT View SE Client | 1 |
| 2524142451 | FT View Client Site Edition ESD S/W | 1 |
| 2524051700 | FT View SE Client | 1 |
| 2524100869 | FT View Client Site Edition Software | 1 |



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| Product Family & Software Serial Numbers | Description | Install Count |
|---|--------------------------------------|---------------|
| 2524051694 | FT View SE Client | 1 |
| 2524004366 | FT View SE Client | 1 |
| 2524051701 | FT View SE Client | 1 |
| 2524142455 | FT View Client Site Edition ESD S/W | 1 |
| 2524142456 | FT View Client Site Edition ESD S/W | 1 |
| 2524142457 | FT View Client Site Edition ESD S/W | 1 |
| 2524142458 | FT View Client Site Edition ESD S/W | 1 |
| 2524142459 | FT View Client Site Edition ESD S/W | 1 |
| 2524142460 | FT View Client Site Edition ESD S/W | 1 |
| 2524142461 | FT View Client Site Edition ESD S/W | 1 |
| 2524142453 | FT View Client Site Edition ESD S/W | 1 |
| 2524004367 | FT View SE Client | 1 |
| 2524009619 | FT View SE Client | 1 |
| 2524142462 | FT View Client Site Edition ESD S/W | 1 |
| 2524142454 | FT View Client Site Edition ESD S/W | 1 |
| 2524004368 | FT View SE Client | 1 |
| 2524004365 | FT View SE Client | 1 |
| 2524004364 | FT View SE Client | 1 |
| 2524142452 | FT View Client Site Edition ESD S/W | 1 |
| 2524003387 | FT View SE Client | 1 |
| 2524011416 | FT View SE Client | 1 |
| 2524011412 | FT View SE Client | 1 |
| 2524011413 | FT View SE Client | 1 |
| 2524011414 | FT View SE Client | 1 |
| 2524011415 | FT View SE Client | 1 |
| 2524009615 | FT View SE Client | 1 |
| 2524008207 | FT View SE Client | 1 |
| 2524003386 | FT View SE Client | 1 |
| 9701-VWSS000LENE | | 2 |
| 2556021087 | FT View SE Srvr Unl W/RSLinx ESD S/W | 1 |
| 2556022824 | FT View SE Srvr Unl W/RSLinx ESD S/W | 1 |
| 9701-VWSS025AENE | | 2 |
| 2526002591 | FT View SE Server 25 Display | 1 |
| 2526008439 | FT View SE Server 25 Display | 1 |
| 9701-VWSS100AENE | | 7 |
| 2527002468 | FT View SE Server 100 Display | 1 |
| 2527003018 | FT View SE Server 100 Display | 1 |
| 2527003020 | FT View SE Server 100 Display | 1 |
| 2527003022 | FT View SE Server 100 Display | 1 |
| 2527005436 | FT View SE Server 100 Display | 1 |
| 2527001135 | FT View SE Server 100 Display | 1 |
| 2527001134 | FT View SE Server 100 Display | 1 |





| Product Family & Software Serial Numbers | Description | Install Count |
|---|--|---------------|
| 9701-VWSS250AENE | | 4 |
| 2528001501 | FT View SE Server 250 Display | 1 |
| 2528001006 | FT View SE Server 250 Display | 1 |
| 2528001007 | FT View SE Server 250 Display | 1 |
| 2528001500 | FT View SE Server 250 Display | 1 |
| 9701-VWSTENE | | 11 |
| 2529001749 | FT Studio For FT View Enterprise | 1 |
| 2529001748 | FT Studio For FT View Enterprise | 1 |
| 2529002270 | FT Studio For FT View Enterprise | 1 |
| 2529003346 | FT Studio For FT View Enterprise | 1 |
| 2529003909 | FT Studio For FT View Enterprise | 1 |
| 2529006003 | FT Studio For FT View Enterprise | 1 |
| 2529006249 | FT Studio For FT View Enterprise | 1 |
| 2529011591 | FT Studio For FT View Enterprise | 1 |
| 2529012127 | FT Studio For FT View Enterprise | 1 |
| 2529066486 | FT View Studio SE FT View Ent EN ESD S/W | 1 |
| 2529066487 | FT View Studio SE FT View Ent EN ESD S/W | 1 |
| 9800-PC24INFAUT | Information Automation Software | |
| 9515-ASTCAP0025E | | 2 |
| 2742007354 | FT AssetCentre 25 Assets ESD Software | 1 |
| 2742007010 | FT AssetCentre 25 Assets ESD Software | 1 |
| 9515-ASTCAP0100E | | 2 |
| 2743000704 | FT AssetCentre 100 Additional Assets | 1 |
| 2743000703 | FT AssetCentre 100 Additional Assets | 1 |
| 9515-ASTDRROKENE | | 1 |
| 2741001166 | FT AssetCentre Dstr Rcvry Rockwell Autom | 1 |
| 9515-ASTSRVRENE | , | 1 |
| 2740001245 | FactoryTalk AssetCentre Server | 1 |
| 9518-HSE2K5M | | 1 |
| 3320005933 | FT Historian SE 2500 tags MED Software | 1 |
| 9518-HSE5K | | 2 |
| 3321006798 | FT Historian SE 5K tags ESD Software | 1 |
| 3321006799 | FT Historian SE 5K tags ESD Software | 1 |
| 9518-HSERA5K | | 1 |
| 2757006149 | FT Historian SE - 5000 RA tags | 1 |
| 9521-VPBEMSRVENE | | 1 |
| 3129005677 | FT VantagePoint EMI Server | 1 |
| 9521-VPCL010ENE | | 2 |
| 2978005417 | VantagePoint 10 Concurrent User | 1 |
| 2978005418 | VantagePoint 10 Concurrent User | 1 |
| 9521-VPCL05ENE | | 1 |
| 2977005548 | VantagePoint 5 Concurrent User | 1 |







| Product Family & Software Serial Numbers | Description | Install Count |
|---|--|---------------|
| 9521-VPCPPENE | | 1 |
| 2980005586 | VantagePoint Concurrent User Cpu | 1 |
| 9521-VPDSHENE | | 1 |
| 2963005764 | VantagePoint Dashboard Builder | 1 |
| 9521-VPEMDBCENE | | 1 |
| 2997008008 | FT VantagePoint EMI db Connector ESD S/W | 1 |
| 9521-VPHSCENE | | 1 |
| 2941006273 | FT VantagePoint EMI 1 ESD Software | 1 |

Note: If changes to the TechConnect Support Product Coverage Details above are required, please contact your local Rockwell Automation sales office or Allen-Bradley® authorized distributor to request an updated proposal.





1.2.2 TechConnect Support Information

1.2.2.1 TechConnect Support Options

Rockwell Automation offers progressive levels of support to meet your business needs; see table below for all available support level options. Please refer to *Table 1: TechConnect Support Levels* regarding support levels included in this Statement of Work.

Support Options Detailed

| Support Level | Support Services Description |
|--------------------------|--|
| | You are partnered with a team of technical support engineers who are uniquely designated to support your key applications. This team visits your site, becomes familiar with the applications, and gathers system drawings and documentation. This team will become an extension of your support staff, providing technical account management and scheduled consulting time. |
| Application Support | Application Support includes the support elements of Product Support, System Support and the following support elements: |
| | Real-time, Application-Level Support |
| | Designated support team / Dedicated telephone and email / Documentation and code familiarization/ Application knowledge management / Periodic performance reviews |
| | Surveillance and Alarming Options |
| | Device and/or process monitoring and alarming at Rockwell Automation facility or remotely / Access to historical data for troubleshooting |
| | Application-Level Administration Option |
| | Emergency backup / Performance tuning / Guaranteed field service call-out |
| | System Support allows your calls to be routed to a group of technical support engineers with proven expertise in Rockwell Automation control systems. You will work with an engineer who manages your cases through resolution and follow-up. |
| | System Support includes the support elements of Product Support, and the following support elements: |
| System Support | Real-time, System-Level Support |
| Sufficient Cassed Parish | Standard product and programming software / Advanced software / Proactive follow up / Single-point resolution |
| | Advanced Engineering Expertise |
| | Get support from system-level support engineers that have multiple years of experience in the industrial automation industry |
| | As often as your needs require, you can contact Rockwell Automation technical support engineers for real-time phone support. Our engineers have deep knowledge of our products, software and legacy hardware and can use remote desktop technology to help troubleshoot or assist in the configuration of products quickly. |
| | Product Support includes the support elements of Self-Assist Support, and the following support elements: |
| | Real-time, Product-Level Support |
| | Standard product and programming software / Telephone and live chat support available in 20 languages / Remote desktop troubleshooting |
| Product Support | Training Advisor |
| | An online assessment tool to help you determine the knowledge of your workforce and to build a tailored training plan |
| | Software Maintenance II |
| | Software update media / Emergency software replacement |
| | Genius Webinars |
| | Extend and apply knowledge gained via access to on-demand library of online technical seminars |
| | You can take advantage of the Knowledgebase, their online resource for technical information, support, and assistance. The Knowledgebase can assist you in increasing productivity by finding solutions to technical questions more quickly — saving both time and money. The Knowledgebase is maintained by the same engineers who provide TechConnect Support and is updated with the hardware and software solutions from actual support cases. These updates are incorporated dynamically. Self-Assist includes the following support elements: |
| Self-Assist Support | Welcome Kit |
| Jen-Kasist Jupport | Essential support agreement information / Support authorization number / Local support telephone number / User guide |
| | Software Maintenance I |
| | Software update downloads |
| | Online Support Center Access |
| | Knowledgebase tech notes / Interactive forums / Product notifications / Manage service tickets / Submit questions via email |

1.2.2.2 Definitions of Common Terms Used in Services

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Technical Phone Support: Rockwell Automation phone support provides technical assistance for installation, configuration, troubleshooting, diagnosis, basic instruction programming and best practice recommendations. With an unlimited phone support agreement, Customer can call as often as needed throughout the term of your Agreement. Standard hours of coverage are 8:00 AM to 5:00 PM Monday - Friday (based on your local calling time; Rockwell Automation observed holidays excluded). Information on Automation observed holidays can be found via the Knowledgebase article #819086 Rockwell (https://rockwellautomation.custhelp.com/app/answers/detail/a_id/819086).

Case Handling: Rockwell Automation handles cases that require further investigation as a priority with automatic escalation procedures, and call Customer back to provide a progress update if an answer is not immediately available.

Case Resolution Follow-up: For cases where Rockwell Automation could not confirm resolution on the initial call, Customer will receive a proactive follow-up within one business day (target response) to confirm that the problem was resolved or continue troubleshooting, if necessary.

1.2.2.3 Product Families

Rockwell Automation groups products into product families, making it simpler to deliver integrated support for hardware and software, including older and discontinued products. The lists available at the following link are not comprehensive; however, they illustrate how products are classified.

TECHCONNECT PRODUCT FAMILY COVERAGE

http://literature.rockwellautomation.com/idc/groups/literature/documents/sp/gmsc-sp021_-en-p.pdf

1.2.3 Changes to Agreement

1.2.3.1 Upgrade Options

Updates to existing TechConnect Support Agreement and/or upgrades must be custom quoted by Rockwell Automation. Customer has the following upgrade options:

Coverage Level: Product and System Support agreements can be upgraded to 24x7x365 coverage (e.g., 8:00AM – 5:00PM to 24x7x365), which provides the option to call at any time, including weekends and holidays.

Support Level: Customer may upgrade support levels (e.g., Product Support to System Support) during the term of an existing agreement.

1.2.3.2 Changes to Scope

In the event that Customer closes or sells a plant and moves supported equipment and software to another Customer facility, the TechConnect Support Agreement can be transferred.

1.2.3.3 Reinstatement Policy

If a Customer does not renew their contract until after the expiration date of the contract, the Customer has the following options to reinstate their support:

a. If an agreement is not renewed on time and it has been less than 12 months since expiration, the renewed agreement will be backdated to the original expected start date and a 10% fee¹ will be added to the cost of the renewal.

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¹ If Customer's TechConnect Support Agreement has never included support for the product family in question, then the commercial "waive reinstatement" program applies for the respective packages.



- b. If an agreement is not renewed on time and it has been longer than 12 months since expiration, the support agreement will be priced as a new agreement with current price levels and any previous discounts will not be applied.
- c. For software packages that are removed from support and later reinstated, often referred to as "frozen" and "unfrozen", a 30% premium will be applied to each piece of software which carries a fee for maintenance as part of the TechConnect program.

Note: There is a grace period of 10 days after the date of the Agreement expiration during which Customer can still access support. If Customer renews after the expiration date of the Agreement, the policy above applies regardless of this grace period.

1.2.4 Product Coverage Exclusions

Rockwell Automation products excluded from TechConnect Support coverage under this Agreement (if applicable) are listed below:

No exclusions apply; all of Customer's currently registered Rockwell Automation product is included in coverage. Please refer to *Product Coverage Details*.

| Product Family & Software Serial Numbers | Description | Install Count |
|---|--|---------------|
| 9301-2SE2300 | | 2 |
| 1320002826 | RSView32 Works 1500 | 1 |
| 1320002827 | RSView32 Works 1500 | 1 |
| 9301-2SE2350 | | 2 |
| 1475000304 | RSView32 Works 5K | 1 |
| 1475000305 | RSView32 Works 5K | 1 |
| 9301-RSVWSENE | | 2 |
| 1474000195 | RSView32 Webserver | 1 |
| 1474001872 | RSView32 Webserver | 1 |
| 9305-RSVADFCENE | | 7 |
| 1224007416 | RSView32 Active Display Floating Clt | 1 |
| 1224003346 | RSView32 Active Display Floating Clt | 1 |
| 1224003347 | RSView32 Active Display Floating Clt | 1 |
| 1224003331 | RSView32 Active Display Floating Clt | 1 |
| 1224003345 | RSView32 Active Display Floating Clt | 1 |
| 1224003348 | RSView32 Active Display Floating Clt | 1 |
| 1224007417 | RSView32 Active Display Floating Clt | 1 |
| 9305-RSVADSENE | | 4 |
| 1219003186 | RSView32 Active Display Server (English) | 1 |
| 1219007399 | RSView32 Active Display Server (English) | 1 |
| 1219010460 | RSView32 Active Display Server (English) | 1 |
| 1219010461 | RSView32 Active Display Server (English) | 1 |
| 9355-WABENE | | 3 |
| 1008095087 | RSLINX CLASSIC PROFESSIONAL - ENGLISH | 1 |
| 1008095086 | RSLINX CLASSIC PROFESSIONAL - ENGLISH | 1 |
| 1008095084 | RSLINX CLASSIC PROFESSIONAL - ENGLISH | 1 |
| 9355-WABGWENE | | 1 |
| 1006009527 | RSLinx Classic Gateway English | 1 |





| Product Family & Software Serial Numbers | Description | Install Count |
|---|---|---------------|
| 9701-VWSCWAENE | | 9 |
| 2524011386 | FT View SE Client | 1 |
| 2524011391 | FT View SE Client | 1 |
| 2524011393 | FT View SE Client | 1 |
| 2524020378 | FT View SE Client | 1 |
| 2524011390 | FT View SE Client | 1 |
| 2524011387 | FT View SE Client | 1 |
| 2524011389 | FT View SE Client | 1 |
| 2524011388 | FT View SE Client | 1 |
| 2524011392 | FT View SE Client | 1 |
| 9358-BIZ1C0PENE | | 10 |
| 2557002847 | FactoryTalk Metrics/Hist Classic Client | 1 |
| 2557002852 | FactoryTalk Metrics/Hist Classic Client | 1 |
| 2557002851 | FactoryTalk Metrics/Hist Classic Client | 1 |
| 2557002850 | FactoryTalk Metrics/Hist Classic Client | 1 |
| 2557002845 | FactoryTalk Metrics/Hist Classic Client | 1 |
| 2557002848 | FactoryTalk Metrics/Hist Classic Client | 1 |
| 2557002846 | FactoryTalk Metrics/Hist Classic Client | 1 |
| 2557002849 | FactoryTalk Metrics/Hist Classic Client | 1 |
| 2557002844 | FactoryTalk Metrics/Hist Classic Client | 1 |
| 2557002843 | FactoryTalk Metrics/Hist Classic Client | 1 |
| 9507-FTPRTSRVENE | | 1 |
| 2629000104 | FT Portal Server Software | 1 |

1.3 Customer Responsibilities

1.3.1 Single Point of Contact

Customer to appoint a representative responsible for communicating and explaining support program entitlements and methods of obtaining support. This includes verification of supported software licensees, reviewing all available software upgrades and revisions for Customer with Rockwell Automation Technical Support, and delivery of Welcome Kit materials to potential users of support.

Utilize Welcome Kit details. Always use the phone number and authorization number provided in the Welcome Kit to ensure the quickest response time.

1.3.2 Maintenance, Electrical, and Operations Staff

Customer will provide dedicated and available appropriate personnel knowledgeable in the process, operation, control system, and facility layout to assist Rockwell Automation Field Service Professional(s) during emergency service calls, scheduled or preventive





maintenance visits, and/or system start-up and commissioning activities. They will remain onsite and available as necessary for safety reasons.

1.3.3 System Maintenance and Use

Customer is responsible for (i) the overall performance and overall design of the machine or manufacturing system, including safety features failure modes; (ii) properly using, calibrating, operating, monitoring and maintaining the products and system consistent with all Rockwell Automation or third-party provided instructions, warnings, recommendations, and product and system documentation; (iii) ensuring that properly trained personnel use, operate and maintain the products and system at all times; (iv) staying informed of product updates and alerts and implementing all updates and fixes; (v) notifying Rockwell Automation of any problems with the products or system; and (vi) all other factors affecting the products or system that are outside of the direct control of Rockwell Automation.

1.3.4 Access to the System

Customer will make the process and systems available to Rockwell Automation during mutually agreed upon scheduled service engagements for the purpose implementing the services and equipment described in this statement of work.

1.4 Assumptions, Clarifications and Exceptions

The following assumptions, clarifications and exceptions have been made by Rockwell Automation in the development of this Statement of Work:

| Reference | Assumptions |
|-----------|--|
| A1 | Any elements not explicitly outlined within this Statement of Work are not included in the deliverables for this Rockwell Automation Services Agreement. |
| A2 | All aspects of mechanical, electrical and process safety are requirements of Customer. |
| A3 | RoHS: Customer supplied/specified products will meet all applicable material restrictions as defined in RoHS. If it does not, Customer will notify Rockwell Automation prior to shipment of 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. |
| A4 | SAFETY AND SUBSTANCE ABUSE: Rockwell Automation will comply with its own Substance Abuse Policy which 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. |
| A5 | JOB SITE SAFETY: If the Rockwell Automation Field Service Professional deems any situation to be unsafe, Rockwell Automation may choose to refuse service. The following activities may occur: Review customer plant safety policies and procedures Survey work environment for personnel safety Validate clearances for serviceability Verify customer locked-out/tagged-out breaker feeding the equipment Obtain safety equipment from customer (if applicable) |
| | Clarifications |
| C1 | All documentation will be furnished in electronic format unless otherwise stated. |
| C2 | This proposal does not include Customer specific requirements or onsite activities such as Customer or site specific safety training, background checks, international work visas, and copies of expense receipts. Rockwell Automation must be made aware of any such requirements prior to contract award. Costs for associated time and expenses incurred while complying with such requirements will be at Customer expense. |





| C4 Standard Rockwell Automation working hours are Monday through Friday, 8am to 5pm. Any hours out these Standard working hours will be billed as follows: • 1.5 Times Standard Rate - Saturdays and any hours exceeding (8) on a weekday • 2.0 Times Standard Rate - Sunday hours and holidays. C5 MAXIMUM WORKING TIME: For safety compliance of the Rockwell Automation Field Service Professional the Customer, the Rockwell Automation Field Service Professional will not work more than the country possilow (including travel time) during any 24-hour period. C6 If the Rockwell Automation Field Service Professional deems any situation to be unsafe, Rockwell Automation Field Service. C7 All mechanical and electrical installation of the supplied hardware is to be provided by others. C8 The functionality of any existing operator devices and machine-mounted devices is the responsibility of Customary Custom | al and icy will mation |
|--|--------------------------------|
| 2.0 Times Standard Rate - Sunday hours and holidays. C5 MAXIMUM WORKING TIME: For safety compliance of the Rockwell Automation Field Service Profession the Customer, the Rockwell Automation Field Service Professional will not work more than the country por allow (including travel time) during any 24-hour period. C6 If the Rockwell Automation Field Service Professional deems any situation to be unsafe, Rockwell Automaty choose to refuse service. C7 All mechanical and electrical installation of the supplied hardware is to be provided by others. | mation tomer. |
| C5 MAXIMUM WORKING TIME: For safety compliance of the Rockwell Automation Field Service Profession the Customer, the Rockwell Automation Field Service Professional will not work more than the country por allow (including travel time) during any 24-hour period. C6 If the Rockwell Automation Field Service Professional deems any situation to be unsafe, Rockwell Automation professional deems and situation to be unsafe, Rockwell Automation Professional deems and situation to be unsafe, Rockwell Automation Professional deems and situation to be unsafe, Rockwell Automation Professional deems and situation to be unsafe, Rockwell Automation Professional deems and situation to be unsafe, Rockwell Automation Professional deems and situation to be unsafe, Rockwell Automation Professional deems and situation to be unsafe, Rockwell Automation Professional deems and situation to be unsafe, Rockwell Automation Professional deems and situation to be unsafe, Rockwell Automation Professional deems and State Professional deems and situation to be unsafe, Rockwell Automation Professional deems and State Professional deem | mation tomer. |
| may choose to refuse service. C7 All mechanical and electrical installation of the supplied hardware is to be provided by others. | tomer. |
| | |
| C8 The functionality of any existing operator devices and machine-mounted devices is the responsibility of Cu | |
| | |
| C9 All mechanical work is to be installed and managed by Customer and their selected Mechanical Contractor | |
| C10 Information Security Standards | |
| In the performance of all Work pursuant to this Agreement and Statement of Work, Customer and R Automation will comply with the following standards and practices: | ckwell |
| 1. Data Transmission | |
| Customer agrees that all transmission or exchange of sensitive data with Rockwell Automation shall tak via secure means (e.g., Rockwell Automation's SharePoint system; password-protected, using a c password; encrypted WinZip sent via e-mail, or, for large files, Hightail File Transfer Service; Secure File T Protocol (SFTP); physical media such as paper/DVD sent securely; or another equally secure means of trail If Customer requires Rockwell Automation to use a Customer-specified system, the security of the data in and at rest once sent from Rockwell Automation is Customer's sole responsibility. | mplex ansfer sport). |
| 2. Customer-Provided Hard Disk | |
| If Rockwell Automation personnel are required to use Customer-provided hard disks, Customer agrees to the hard disk with designated backup and recovery processes and in encrypted form, using comm supported or industry 'best of breed' open source encryption solutions. The Customer must use comm reasonable efforts to ensure against introduction of any malicious software into Rockwell Automation's sy These efforts include the implementation of security patches and antivirus or anti-malware solutions to rer any vulnerabilities. | ercially ercially stems. |
| 3. Remote Access | |
| Remote access by Rockwell Automation's personnel into Customer's control system(s) must be accompli accordance with either Customer or Rockwell Automation procedures, whichever is more stringent. If Curequires Rockwell Automation personnel to use Customer-specified procedures, the security connection/session is Customer's sole responsibility, and Customer is solely responsible for logging activall users accessing the Customer's system. | stomer of the |
| Exceptions | |

1.5 Rockwell Automation Commitment for Sales Through Distribution

General. This Commitment ("Commitment") covers purchase by Distributor's customer ("Customer") from Distributor of the hardware, and/or software (individually a "Product" and collectively "Products"), and/or services ("Services") and/or Products and Services







described and integrated pursuant to this Statement of Work (collectively as integrated pursuant to the Statement of Work, the "Work") to be provided by Rockwell Automation, Inc. and/or its affiliates ("Rockwell Automation"). Its terms are integral to the Statement or Work. In other words, Customer purchases the Work subject to the terms contained in this Commitment (as well as other terms that may be included elsewhere in the Statement of Work). These terms apply directly to Customer and Rockwell Automation. Previously negotiated and signed terms and conditions with Customer that include provisions between Rockwell Automation and Customer that are intended to apply to the sale through distribution of Products, Services, and/or Work covered by this Commitment supersede these terms.

Warranty. (a) Warranty for the *Work*: Rockwell Automation warrants to Customer for the lesser period of 18 months from delivery or 12 months from startup, that the Work will perform as stated in the Statement of Work and the Products will be free of defects in material, fabrication, and workmanship provided that: (1) the operating conditions and use of the Work are in accordance with any standards set forth in the Statement of Work, Rockwell Automation's published specifications, and applicable recommendations of Rockwell Automation; and (2) the installation, adjustment, tuning, and start-up of the Work have been properly performed in accordance with Rockwell Automation's published specifications and any applicable recommendations of Rockwell Automation. Repaired or replacement Products provided pursuant to subparagraph (d) below are similarly warranted for the longer period of six months from date of shipment or the remainder of the original warranty term.

- (b) *Products Warranty*: Rockwell Automation warrants to Customer for the period of 18 months from shipment, that the Products will be free of defects in material, fabrication, and workmanship provided that: (1) the operating conditions and use of the Product are in accordance with any standards set forth in the Statement of Work, Rockwell Automation's published specifications, and applicable recommendations of Rockwell Automation; and (2) the installation, adjustment, tuning, and start-up of the Product have been properly performed in accordance with Rockwell Automation's published specifications and any applicable recommendations of Rockwell Automation. Repaired or replacement Products provided pursuant to subparagraph (d) below are similarly warranted for the longer period of six months from date of shipment or the remainder of the original warranty term.
- (c) Services Warranty: Rockwell Automation warrants to Customer for a period of 30 days from the date services are provided that service shall be performed in a workmanlike manner conforming to standard industry practice.
- (d) Remedies: Remedies under this warranty will be limited to, at Rockwell Automation's discretion, replacement, repair, reperformance, modification, or issuance of a credit for the purchase price of the Products and/or Services involved, but only after Rockwell Automation's receipt of Customer's written notification of non-conforming Products, Services or Work and the return of such products pursuant to Rockwell Automation's instructions. Replacement Products, at Rockwell Automation's discretion, may be new, remanufactured, refurbished, or reconditioned. If the repair, re-performance, or replacement does not cure the defective performance, Customer may request emergency on-site service, which will be at Rockwell Automation's expense (consisting of time, travel, and expenses incurred by Rockwell Automation related to such services). If the defective performance is not due to warranted defects in the Products, Services or Work, the on-site service will be at Customer's expense. On-site warranty services performed at Rockwell Automation expense shall not include removal or reinstallation costs related to large-scale assemblies such as motors or transformers. The foregoing will be the exclusive remedies for any breach of warranty or breach of contract arising from warranted defects.
- (e) General: Warranty satisfaction is available only if (a) Rockwell Automation is provided prompt written notice of the warranty claim, and (b) Rockwell Automation's examination discloses that any alleged defect has not been caused by misuse, neglect, improper installation, operation, maintenance, repair, alteration, or modification by other than Rockwell Automation, accident, or unusual deterioration or degradation of the Products or parts thereof due to physical environment or electrical or electromagnetic noise environment.
- (f) THE ABOVE WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESSED, IMPLIED OR STATUTORY, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, INFRINGEMENT, OR FITNESS FOR A PARTICULAR USE.







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Software Licenses and Ownership. (a) *Standard Software*. Software comprised of firmware or standard software (including, but not limited to packaged software, Rockwell Automation's preexisting templates, models and library files, and commercially available software) (collectively "Standard Software") is subject to Customer's acceptance of additional terms and conditions set forth in separate Rockwell Automation or third-party click-wrap license agreements provided with such Standard Software. Such terms and conditions shall be the exclusive terms and conditions applicable to such Standard Software, excluding Customer's obligation to pay any license fee which shall be identified in the Statement of Work.

- (b) Documentation and Application Software. Rockwell Automation hereby grants to Customer a non-exclusive, non-transferable license to modify and use solely in conjunction with the Work all documentation and any Application Software created by Rockwell Automation as specified in the Statement of Work. Application Software includes application project files for control programming, design, configuration, and visualization in source code and/or scripting code created by Rockwell Automation under the Agreement for operational use with Rockwell Automation's Standard Software or the Customer's system as specified in the Statement of Work. Customer is solely responsible for its modifications to documentation and Application Software. Except for any Customer or third-party confidential information, Rockwell Automation retains all right, title, and interest to documentation and Application Software developed by Rockwell Automation. Customer shall not sublicense or assign the documentation or the Application Software except to a customer who purchases the Work from Customer. Customer may make an additional archival copy of such documentation and Application Software for backup.
- (c) In the absence of a separate Rockwell Automation license agreement for software provided by Rockwell Automation under a Statement of Work, Rockwell Automation hereby grants Customer a non-exclusive, non-transferable license to use such software solely in conjunction with the Work for the project identified in the Statement of Work without the right to sublicense, disclose, disassemble, decompile, reverse engineer, or otherwise modify the software (except for modifications of Application Software as set forth above). Ownership of the respective Rockwell Automation or third-party software shall remain with Rockwell Automation or the third party.
- (d) Ownership of Pre-existing Intellectual Property. Each party shall own all right, title, and interest in all patents, trademarks, copyrights, confidential information, trade secrets, mask rights, and other intellectual property rights as it owned on the date of this Agreement.
- (e) No Other Licenses. Except as expressly set forth in this Agreement, no license under any patents, trademarks, copyrights, confidential information, trade secrets, mask rights, or other intellectual property rights is granted or implied by either party.

Government Clauses and Contracts. No government contract clauses, specification, or regulations apply to the Work, Products, or otherwise to this Statement of Work except to the extent agreed in writing by Rockwell Automation.

Confidentiality. (a) During the term of this Commitment and for a period of three years thereafter, each party will maintain in strict confidence all technical and business data and information disclosed by one party to the other that is marked "Confidential" and will not use or reveal such information without the prior written authorization of the other.

(b) The obligations of confidentiality and non-use will not apply to information (i) that is published or becomes part of the public domain other than by means of a breach of this Commitment; (ii) that a party can prove by written documentation was known to it prior to







disclosure by the other party; (iii) that a party subsequently rightfully receives from a third party without an obligation of confidentiality; (iv) that a party discloses to a third party on a non-confidential basis; or (v) that was independently developed by the receiving party.

- (c) Each party will take reasonable precautions to instruct its employees and consultants of its obligation under this section. Additionally, each party shall protect the exchanged information of the other against unauthorized use or disclosure with the same degree of care as it accords its own proprietary information of a similar type, but not less than reasonable care.
- (d) Disclosure of confidential information will not be precluded if it is: (i) in response to a valid order of a court or governmental body of the United States or any political subdivision thereof; provided, however, that the disclosing party will first have made a reasonable effort to obtain a protective order requiring that the confidential information be used only for the purpose for which the order was issued; or (ii) otherwise required by law.

Delivery. Ex Works Rockwell Automation's plant or warehouse (per current Incoterms) or as otherwise specified in the Statement of Work (Delivery). In all cases, title transfers to Customer upon the earlier of Rockwell Automation's delivery to Customer or receipt by the first carrier for transport to Customer, except that title to all intellectual property rights associated with the Work remains with Rockwell Automation or its suppliers and licensors.

Acceptance. (a) Acceptance of the Work occurs either (i) on the date the Work conforms to acceptance criteria in the Statement of Work or is otherwise beneficially used by Customer, but in no event later than 60 days from start-up or 120 days following Delivery whichever occurs first; or (ii) if no acceptance criteria is specified in the Statement of Work then acceptance occurs upon Delivery.

(b) *Interim Approvals*. Any Rockwell Automation provided interim Work deliverable requiring Customer approval pursuant to the Statement of Work will be deemed accepted if formal Customer approval, written or as otherwise required, is not received by Rockwell Automation within two calendar weeks after the date submitted.

Changes. Any change resulting from any of the following circumstances is subject to equitable adjustments to price, scheduling, and other affected terms and conditions: (a) Customer requested changes, including those affecting the identity, scope, and delivery of the Products, Services or Work; (b) concealed or otherwise unknown physical conditions differing materially from those indicated or anticipated in the Statement of Work or that otherwise differ materially from those ordinarily found under similar circumstances; (c) delays caused by Customer, its employees, affiliates, other contractors to Customer, or any other party within Customer's reasonable control; and (d) any emergency endangering persons or property; in such emergency circumstances, Rockwell Automation may act at its discretion to prevent damage, injury, or loss.

All changes, except actions necessitated by emergencies as provided in (d) above, must be executed by a written change order signed or otherwise definitively authorized by both parties, and Rockwell Automation will not begin work on a change until it is authorized. All claims must be made within a reasonable time after the occurrence giving rise to the claim.

Temporary Suspension of Work by Customer. Except as set forth in the applicable Statement of Work, Customer may, by providing prior written notice, request that Rockwell Automation temporarily suspend performance and delivery of the Work, in whole or in part. The notice shall specify the portion of the Work to be suspended, the effective date of suspension, Customer's anticipated duration of suspension, and the reasons for the suspension. Rockwell Automation shall suspend performance as requested, except as necessary for the care or preservation of Work previously executed. On or before the date the suspension begins, Customer must pay Rockwell Automation the unpaid balance of the portion of the Work previously executed plus any additional costs incurred by Rockwell Automation as a result of the suspension. Rockwell Automation shall resume the suspended Work after a change order is executed covering adjustments to the contract price, schedule, and any other affected terms or conditions resulting from the suspension. Unless otherwise agreed, the maximum cumulative period for suspension is 60 days. Upon expiration of this or any shorter period agreed upon as provided above, Rockwell Automation may terminate this Agreement, and Customer shall pay all costs of cancellation (including third-party commitments, reasonable profit, and overhead) upon submission of Rockwell Automation's invoices.







Safety and Standards. Rockwell Automation is responsible for compliance of the Work with laws, regulations, and standards, including safety regulations and standards, of the country where the Work will be located that are applicable to the Work at the effective date of this Agreement. Customer must inform Rockwell Automation of any other laws, regulations, or standards that may apply to the Work. Rockwell Automation will be responsible for compliance with such other safety or other standards only if documented in the Statement of Work. Rockwell Automation is not responsible for laws, regulations, or standards that apply to Customer's (or end users, if different from Customer) facility, equipment, process, information system, or data.

Site Rules, **Licenses**, **Permits**, **Site Preparation**. (a) Rockwell Automation agrees to comply with all applicable posted site rules of Customer (unless inconsistent with the obligations set forth in the Statement of Work) and any additional Customer's site rules that have been incorporated into the Statement of Work.

(b) Customer is responsible for: (1) all licenses, permits, clearances, and site access rights; (2) all sites being ready and equipped with all necessary Customer furnished equipment and facilities; (3) any required customer fixtures or facilities being safe, hazard free, structurally sound, and sufficient; (4) reasonable access to the worksite, (5) properly using, calibrating operating, monitoring and maintaining the Work consistent with all Rockwell Automation or third-party provided instructions, warnings, recommendations and documentation; (6) all other factors affecting the Work that are outside of the direct control of Rockwell Automation; and indemnifying Rockwell Automation for any claims to the percentage extent directly caused by Customer's breach of the obligations listed in this section (b).

Customer Specification. (a) Unless otherwise specified in the Statement of Work, Rockwell Automation does not warrant or indemnify and will not otherwise be liable for (i) design, materials, or construction criteria furnished or specified by Customer and incorporated into the Work or Products, (ii) products supplied by, made by, or sourced from Customer or other manufacturers or vendors specified by Customer; or (iii) commercially available computer software, hardware, and electrical components. (Such Customer-specified products shall include but not be limited to any identified in the Statement of Work.) Any warranty or indemnity applicable to such Customer supplied/specified products will be limited solely to the warranty or indemnity, if any, extended by the original manufacturer or vendor other than Rockwell Automation to the extent permissible thereunder.

(b) RoHS: Customer supplied/specified products will meet all applicable material restrictions as defined in RoHS. If it does not, Customer will notify Rockwell Automation prior to 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.

Customer Information. (a) Customer represents and warrants that it has the rights to the information provided or made available by Customer to Rockwell Automation, including but not limited to technical specifications, drawings, source code, application code, communication interfaces, protocols, and all other documentation (collectively "Customer Information"), for Rockwell Automation to perform its obligations under this Agreement and that such access to and use of Customer Information under this Agreement will not infringe or violate any agreement, confidentiality obligations, copyrights, or other intellectual property rights of the original vendor or any other third party. Customer agrees to indemnify Rockwell Automation from any claims arising out of Rockwell Automation's use of Customer Information pursuant to the Statement of Work.

(b) In Rockwell Automation's performance of services, sales activities, or in connection with Customer's use of Rockwell Automation Products, Rockwell Automation may obtain, receive, or collect data or information, including Customer's contract information, computer system profile, Rockwell Automation Product installation data, and Customer's usage specific data of Rockwell Automation Products (collectively, the "Data"). In such cases, Customer grants Rockwell Automation a non-exclusive, worldwide, royalty-free, perpetual, non-revocable license to use, compile, distribute, display, store, process, reproduce, or create derivative works of the Data solely to facilitate the performance of sales and services by Rockwell Automation and its affiliates (including, but not limited to, quality, safety, energy, and security analytics, product and service diagnostics and prognostics, and reporting), and to facilitate or improve Customer's use of the Products. In addition, Customer grants Rockwell Automation and its affiliates a license to use and aggregate the Data in support of Rockwell Automation's marketing and sales activities. Rockwell Automation and its affiliates may also use this





INLAND EMPIRE UTILITIES ROCKWELL AUTOMATION SERVICES AGREEMENT FIXED PRICE PROPOSAL 30235709.1

information in the aggregate, in a form which does not personally identify Customer, to improve Products and Rockwell Automation may share anonymous aggregate data with our third party suppliers and service providers.

Independent Terms. Rockwell Automation is not a party to or bound by any contract between Customer and Distributor, including by Distributor's acceptance of a Customer purchase order. Distributor is an independent enterprise, not an agent or representative of Rockwell Automation, and is not authorized to bind Rockwell Automation.

Effective Date. This Commitment will become effective when Customer purchases the Work from Distributor. Customer agrees that by purchasing the Work it accepts the Statement of Work and Commitment. Absent such purchase, this Commitment will become null and void. No addition or modification to the Commitment and Statement of Work, including terms appearing in Customer's purchase order or requisition, will bind Rockwell Automation unless mutually agreed to in writing.

| Accepted. | | |
|-----------|--|--|
| Customer: | | |
| Date: | | |





2 Distributor Commercial Terms

2.1 Pricing Summary

Royal industrial Solutions' price is based on the Statement of Work set forth in Section 1 above. All prices are in USD. Proposal is valid for 30 days from date of issue.

TOTAL PRICE:

| Support Level | SYSTEM SUPPORT 24x7 |
|---------------|---------------------|
| YEAR | 7 Year Annual |
| Year 1 | \$139,330 |
| Year 2 | \$143,510 |
| Year 3 | \$147,815 |
| Year 4 | \$152,250 |
| Year 5 | \$156,817 |
| Year 6 | \$161,522 |
| Year 7 | \$164,077 |
| Total | \$1,065,320 |

2.2 Invoicing Schedule

AGREEMENT TERM: 7 Years (October 24, 2021, Through October 23, 2028)

Term Based Contracts Billed: Yearly

2.3 Purchase Order Instructions

Remit Purchase Order and Correspondence to:

Royal Industrial Solutions 3200 Russell Street Riverside, CA 92501 Gary Yost GYost@royal-ie.com

909-973-0441

Please Reference Proposal #: 1E8C76-78D-267

2.4 Royal industrial Solutions Terms and Conditions of Sale

http://sales.our-terms.com/





CONSENT ITEM 1 C



Date: September 15, 2021

To: The Honorable Board of Directors From: Shivaji Deshmukh, General Manager

Committee: Engineering, Operations & Water Resources 09/08/21

Executive Contact: Randy Lee, Executive Manager of Operations/AGM

Subject: Contract Award for Boiler Maintenance Services

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Executive Summary:

The Inland Empire Utilities Agency (Agency) operates five water recycling facilities. Two of these facilities have solids treatment sections for the thickening, digestion, and dewatering of solids removed from the primary and secondary clarification process. During the solids' treatment process, boilers provide hot water to the anaerobic digesters to facilitate the biological process and to reduce pathogens and sludge volume. The Agency owns and operates a total of four boilers in the two solids treatment facilities. The reliable operation of these boilers is essential to produce reliable, compliant, and cost-effective biosolids. These boilers are highly complex industrial units that require periodic preventive and corrective maintenance services. Due to the criticality of these boilers, Operations Division is requesting one long-term contract with a reputable and highly qualified service provider at a competitive cost. This contract will provide on-site service and repair of boilers at the Agency's facilities. On March 9, 2021, a Request for Proposal (RFP) RFP-HD-21-001 was posted publicly on PlanetBids for Boiler Maintenance Services and staff received five RFP bid responses. All bid responses were evaluated and scored based on pre-determined weighted criteria. Based on the evaluation, it is recommended that Powerhouse Combustion & Mechanical Corporation be awarded the contract for the Agency's Boiler Maintenance Services.

Staff's Recommendation:

1. Approve the award of Contract No. 4600003063 to Powerhouse Combustion & Mechanical Corporation to provide Boiler Maintenance Services for a total not-to-exceed amount of \$153,260 over five years with a fixed price for one year and potential Consumer Price Index increases for the remainder of the contract; and

2. Authorize the General Manager to execute the service contract.

Budget Impact Budgeted (Y/N): Y Amendment (Y/N): Amount for Requested Approval:

Account/Project Name:

Operations and Maintenance Professional Fees and Services

Fiscal Impact (explain if not budgeted):

Prior Board Action:

None.

Environmental Determination:

Statutory Exemption

The project is statutory exempt based on the CEQA common sense 15061 (b)(3) of the State CWQA Guidelines.

Business Goal:

The Agency's Boiler Maintenance Services Contract is consistent with the IEUA's Business Goal of Wastewater Management, specifically the Asset Management objective, that IEUA will ensure the regional sewer system and treatment facilities are well maintained, upgraded to meet evolving requirements, sustainably managed, and can accommodate changes in regional water use.

Attachments:

Attachment 1 - PowerPoint Presentation

Attachment 2 - Service Contract No. 4600003063

Board-Rec No.: 21205





Agency owns, operates, and maintains four industrial hot water boilers:

- Two boilers located at RP-1
- Two boilers located at RP-2

Periodically, boilers require:

- Inspection
- Preventive Maintenance
- Repairs







Background

- Safety
- Reliability
- Essential to the anaerobic digestion
- Competitive cost
- Reputable and highly qualified service provider
- Asset Management Program







Five proposals were received on March 25, 2021:

| Bids Receiv | ed |
|--|-------------------|
| Bidder's Name | Annual Cost |
| Powerhouse Combustion & Mechanical Corporation | \$30,652 |
| California Boiler | \$57,475 |
| Heat Transfer Solutions, Inc. | \$16,295 |
| Mertz Enterprises, Inc. | \$151 ,856 |
| Total-Western, Inc | \$63,640 |

Proposals were scored based on the pre-determined weighted criteria.

| S | election Criteria |
|---|---|
| • | Contractor Qualifications |
| • | Methodology |
| • | Qualifications, Experiences, and Skill Set |
| • | References |
| • | Exceptions Taken to Proposed Contract Terms |
| • | Project Fee Schedule/Rate Structure |





- Recommendation:
 - -Powerhouse Combustion & Mechanical Corporation
 - Best Value: Reasonable pricing, methodology, experience, interview, and references
 - Turnkey service provider for boiler maintenance
 - Local to service area and able to provide rapid emergency response











- Approve the award of Contract No. 4600003063 to Powerhouse Combustion & Mechanical Corporation to provide Boiler Maintenance Services for a total not-to-exceed amount of \$153,260 over five years with a fixed price for one year and potential Consumer Price Index increases for the remainder of the contract; and
- Authorize the General Manager to execute the service contract.

The Agency's Boiler Maintenance Services Contract is consistent with the IEUA's **Business Goal of Wastewater Management**, specifically the Asset Management objective, that IEUA will ensure the regional sewer system and treatment facilities are well maintained, upgraded to meet evolving requirements, sustainably managed, and can accommodate changes in regional water use.

ACTION ITEM 2A



Date: September 15, 2021

To: The Honorable Board of Directors From: Shivaji Deshmukh, General Manager

Committee: Engineering, Operations & Water Resources 09/08/21

Executive Contact: Christiana Daisy, Deputy General Manager

Subject: RP-1 Aeration Membrane Replacement Construction Contract Award

Executive Summary:

The fine bubble diffusers within the aeration basins at Regional Water Recycling Plant No. 1 (RP-1) are currently six years old and have exceeded their life expectancy of five years. The air produced by these diffusers is critical to maintain a healthy biology within the secondary treatment process and necessary to maintain the requirements of the wastewater discharge permit. Over time, the diffusers become less efficient due to deterioration and clogging. Consequently, the blower system output increases to satisfy the air demand, directly increasing the electricity usage.

The replacement diffusers are only available from one source; therefore, the Board of Directors approved the sole source procurement of Parkson diffusers in January 2021. This project will replace the existing RP-1 aeration diffusers with the pre-purchased and procured material.

On July 20, 2021, Inland Empire Utilities Agency (IEUA) received five contractor bids from a total of seven prequalified general contractors. J.F. Shea Construction Inc. was the lowest, responsive, responsible bidder with a bid of \$1,738,000. The bid was below the engineer's estimate of \$2,150,000.

Staff's Recommendation:

- 1. Award a construction contract for the RP-1 Aeration Membrane Replacement, Project No. PA17006.03, to J.F. Shea Construction Inc., for the not-to-exceed amount of \$1,738,000; and
- 2. Authorize the General Manager to execute the construction contract, subject to non-substantive changes.

Budget Impact Budgeted (Y/N): Y Amendment (Y/N): N Amount for Requested Approval:

Account/Project Name:

PA17006.03/RP-1 Aeration Membrane Replacement

Fiscal Impact (explain if not budgeted):

None.

Prior Board Action:

On January 21, 2021, the Board of Directors awarded a material procurement as a sole source through Parkson Corporation for the not-to-exceed amount of \$470,944.

Environmental Determination:

Statutory Exemption

CEQA exempts a variety of projects from compliance with the statute. This project qualifies for the Common Sense Exemption as defined in Section 15061(b)(3) of the State CEQA Guidelines.

Business Goal:

The RP-1 Aeration Membrane Replacement Project is consistent with IEUA's business goal of Wastewater Management, specifically the Asset Management objective that IEUA will ensure the treatment facilities are well maintained, upgraded to meet evolving requirements, sustainability managed, and can accommodate changes in regional water use.

Attachments:

Attachment 1 - PowerPoint

Attachment 2 - Construction Contract

Board-Rec No.: 21208

Attachment 1









Aeration Basins



The Project

- Six-year old aeration membrane diffusers
- Reduced aeration process performance and reliability
- Increased process electricity usage
- Replace 822 aeration panels with new diffuser material
- Drain and clean existing aeration basins prior to work
- Sole Source pre-purchase of material on January 21, 2021



Existing RP-1 Diffuser Membranes



Pre-Purchased Membranes



Contractor Selection

Five bids were received on July 20, 2021:

| Bidder's Name | Final Bid Amount | |
|------------------------------------|------------------|--|
| J.F. Shea Construction, Inc. | \$1,738,000 | |
| J.R. Filanc Construction Co., Inc. | \$1,798,800 | |
| Rice Lake Construction Group | \$2,239,000 | |
| W.A. Rasic Construction Co., Inc. | \$2,483,388 | |
| SCW Contracting Corp. | \$2,850,000 | |
| Engineer's Estimate | \$2,150,000 | |



Project Budget and Schedule

| Description | Estimated Cost PA17006 |
|---|---------------------------|
| Design Services | \$30,385 |
| IEUA Design Services (actuals) | \$30,385 |
| Construction Services | \$86,900 |
| IEUA Construction Services (~5%) | \$86,900 |
| Construction | \$2,382,744 |
| Construction Contract (this action) | \$1,738,000 |
| Contingency (~10%) | \$173,800 |
| Pre-purchased Membranes | \$470,944 |
| Total Project Cost (This Project) | \$2,500,029 |
| Total Project Cost (Past Aeration Projects) | \$5,902,394 |
| Total Project Cost | \$8,402,423 |
| Total Project Budget: | \$8,859,000 |

| Project Milestone | Date |
|-----------------------------|----------------|
| Construction | |
| Construction Contract Award | September 2021 |
| Construction Completion | October 2022 |





- Award a construction contract for the RP-1 Aeration Membrane Replacement, Project No. PA17006.03, to J.F. Shea Construction Inc., for the not-to-exceed amount of \$1,738,000; and
- Authorize the General Manager to execute the construction contract, subject to nonsubstantive changes.

The RP-1 Aeration Membrane Replacement Project is consistent with *IEUA's business goal of Wastewater Management*, specifically the Asset Management objective that IEUA will ensure the treatment facilities are well maintained, upgraded to meet evolving requirements, sustainability managed, and can accommodate changes in regional water use.

Attachment 2

SECTION D - CONTRACT AND RELEVANT DOCUMENTS 4600003069

1.0 CONTRACT

| THIS CONTRACT, made and entered into this <u>15</u> day of <u>September</u> , 20 <u>21</u> , by |
|---|
| and betweenJ.F. Shea Construction, Inc, hereinafter referred to as |
| "CONTRACTOR," and The Inland Empire Utilities Agency, a Municipal Water |
| District, located in San Bernardino County, California, hereinafter referred to as |
| "IEUA". |

WITNESSETH:

That for and in consideration of the promises and agreements hereinafter made and exchanged, IEUA and the CONTRACTOR agree as follows:

- A. CONTRACTOR agrees to perform and complete in a workmanlike manner, all Work required under these Bid Documents FOR RP-1 Aeration Membrane Replacement, Project No. PA17006.03, in accordance with the Bid Documents, and to furnish at their own expense, all labor, materials, equipment, tools, and services necessary, except such materials, equipment, and services as may be stipulated in said Bid Documents to be furnished by IEUA, and to do everything required by this Contract and the said Bid Documents.
- **B.** For furnishing all said labor, materials, equipment, tools, and services, furnishing and removing all plant, temporary structures, tools and equipment, and doing everything required by this Contract and said Bid Documents; also for all loss and damage arising out of the nature of the Work aforesaid, or from the action of the elements, or from any unforeseen difficulties which may arise during the prosecution of the Work until its acceptance by IEUA, and for all risks of every description connected with the Work; also for all expenses resulting from the suspension or discontinuance of Work, except as in the said Bid Documents are expressly stipulated to be borne by IEUA; and for completing the Work in accordance with the requirements of said Bid Documents, IEUA will pay and said CONTRACTOR shall receive, in full compensation therefore, the price(s) set forth in this Contract.
- **C.** That IEUA will pay the CONTRACTOR progress payments and the final payment, in accordance with the provisions of the Contract Documents, with warrants drawn on the appropriate fund or funds as required, at the prices bid in the Bidding and Contract Requirements, Section C Bid Forms and accepted by IEUA, and set forth in this below.

| Total Bid Pri | ice \$ | One Million, Seven Hundred Thirty-Eight Thousand |
|---------------|--------|--|
| Dollars. | | |
| | | |
| and | Zero | Cents. |

- D. IEUA hereby employs the CONTRACTOR to perform the Work according to the terms of this Contract for the above-mentioned price(s), and agrees to pay the same at the time, in the manner, and upon the conditions stipulated in the said Bid Documents; and the said parties for themselves, their heirs, executors, administrators, successors, and assigns, do hereby agree to the full performance of the covenants herein contained.
- E. The Notice Inviting Bids, Instructions to Bidders, Bid Forms, Information Required of Bidder, Performance Bond, Payment Bond, Contractor's License Declaration, Specifications, Drawings, all General Conditions Special Conditions and all Project Requirements, and all Addenda issued by IEUA with respect to the foregoing prior to the opening of bids, are hereby incorporated in and made part of this Contract, as if fully set forth.
- **F.** The CONTRACTOR agrees to commence Work under this Contract on or before the date to be specified in a written "Notice To Proceed" and to complete said Work to the satisfaction of IEUA <a href="https://doi.org/10.1001/jhtps://doi.org/10.1001/
- **G.** Time is of the essence on this Contract.
- H. CONTRACTOR agrees that in case the Work is not completed before or upon the expiration of the Contract Time, damage will be sustained by IEUA, and that it is and will be impracticable to determine the actual damage which IEUA will sustain in the event and by reason of such delay, and it is therefore agreed that the CONTRACTOR shall pay to IEUA the amounts as set forth in General Conditions, Section C Changes to the Contract for each day of delay, which shall be the period between the expiration of the Contract Time and the date of final acceptance by IEUA, as liquidated damages and not as a penalty. It is further agreed that the amount stipulated for liquidated damages per day of delay is a reasonable estimate of the damages that would be sustained by IEUA, and the CONTRACTOR agrees to pay such liquidated damages as herein provided. In case the liquidated damages are not paid, the CONTRACTOR agrees that IEUA may deduct the amount thereof from any money due or that may become due to the CONTRACTOR by progress payments or otherwise under the Contract, or if said amount is not sufficient, recover the total amount.
- I. In addition to the liquidated damages, which may be imposed if the CONTRACTOR fails to complete the Work within the time agreed upon, IEUA may also deduct from any sums due or to become due to the CONTRACTOR, penalties and fines for violations of applicable local, state, and federal law.
- **J.** That the CONTRACTOR shall carry Workers' Compensation Insurance and require all subcontractors to carry Workers' Compensation Insurance as required by the California Labor Code.
- **K.** That the CONTRACTOR shall have furnished, prior to execution of the Contract,

two bonds approved by IEUA, one in the amount of one hundred (100) percent of the Contract Price, to guarantee the faithful performance of the Work, and one in the amount of one hundred (100) percent of the Contract Price to guarantee payment of all claims for labor and materials furnished.

L. The CONTRACTOR hereby agrees to protect, defend, indemnify and hold IEUA and its employees, Engineer, agents, officers, directors, servants and volunteers free and harmless from any and all liability, claims, judgments, costs and demands, including demands arising from injuries or death of persons (including employees of IEUA and the CONTRACTOR) and damage to property, arising directly or indirectly out of the obligation herein undertaken or out of the operations conducted by the CONTRACTOR, its employees agents, representatives or subcontractors under or in connection with this Contract to the fullest extent permitted by law.

The CONTRACTOR further agrees to investigate, handle, respond to, provide defense for and defend any such claims, demands or suit at the sole expense of the CONTRACTOR.

IN WITNESS WHEREOF, The CONTRACTOR and the General Manager of Inland Empire Utilities Agency*, thereunto duly authorized, have caused the names of said parties to be affixed hereto, each in duplicate, the day and year first above written.

M. The CONTRACTOR, by signing the contract does swear under penalty of perjury that no more than one final unappeasable finding of contempt of court by a Federal court has been issued against the CONTRACTOR within the immediately preceding two year period because of the CONTRACTOR's failure to comply with an order of a Federal court which orders the CONTRACTOR to comply with an order of the National Labor Relations Board (Public Contract Code 10296).

| Inland Empire Utilities Agency*, | CONTRACTOR | | |
|------------------------------------|--------------------------|--|--|
| San Bernardino County, California. | DocuSigned by: | | |
| By | By Stew Cox | | |
| General Manager | executive vice president | | |
| | Title | | |

^{*} A Municipal Water District

ACTION ITEM 2B



Date: September 15, 2021

To: The Honorable Board of Directors From: Shivaji Deshmukh, General Manager

Committee: Engineering, Operations & Water Resources 09/08/21

Executive Contact: Christiana Daisy, Deputy General Manager

Subject: RP-5 Expansion Project Change Order

Executive Summary:

On July 15, 2020, Inland Empire Utilities Agency (IEUA) awarded a \$329,982,900 construction contract to W.M. Lyles Co., for the Regional Water Recycling Plant No. 5 (RP-5) Expansion Project. The RP-5 Expansion will expand the plant's liquids treatment capacity to 22.5 MGD and provide up to 30 MGD of solids treatment for both Carbon Canyon Water Reclamation Facility (CCWRF) and RP-5.

During the late stages of the design, the industry-standard embedded PVC lining, Ameron T-Lock, used to protect the new concrete structure of the Influent Pumps Station (IPS) from hydrogen sulfide (H2S) corrosion was discontinued. An epoxy coating was specified for bid while alternative liners were investigated. The epoxy coating requires regular inspection and has a replacement interval of 5 to 10 years. During construction, staff requested the contractor to provide a credit for the epoxy coating and a cost to line the IPS with an HDPE liner, Agru Sure-Grip, which is an embedded product anticipated to last the life of the structure. The contractor has submitted a cost of \$631,382 to complete the work. Staff found the cost to be fair and reasonable; therefore, recommends approval of the change order for the not-to-exceed amount of \$631,382, increasing the current contract amount (includes previously approved change orders) from \$330,628,258 to \$331,259,640 (approximately 0.19% increase).

Staff's Recommendation:

- 1. Approve a construction change order for the RP-5 Expansion, Project No. EN19001, to W.M. Lyles Co., for the not-to-exceed amount of \$631,382 increasing the contract from \$330,628,258 to \$331,259,640 (approximately 0.19% increase); and
- 2. Authorize the General Manager to execute the change order, subject to non-substantive changes.

 $\textbf{Budget Impact} \ \ \textit{Budgeted} \ \textit{(Y/N):} \ \textit{Y} \quad \textit{Amendment (Y/N):} \ \textit{N} \quad \textit{Amount for Requested Approval:}$

Account/Project Name:

EN19001/RP-5 Liquids Treatment Expansion

Fiscal Impact (explain if not budgeted):

None.

Prior Board Action:

On July 15, 2020, the Board of Directors awarded a Construction Contract to W.M. Lyles Co., in the amount of \$329,982,900.

On November 20, 2019, the Board of Directors awarded a contract to Arcadis, for construction management services for a not-to-exceed amount of \$21,125,523.

On November 20, 2019, the Board of Directors awarded a contract amendment to Parsons, for engineering services during construction for a not-to-exceed amount of \$12,589,469.

Environmental Determination:

Program Environmental Impact Report (Finding of Consistency)

A Finding of Consistency with IEUA's Program Environmental Impact Report and a CEQA Plus evaluation for SRF Loan Funding have been completed.

Business Goal:

The RP-5 Expansion Project is consistent with IEUA's Business Goal of Wastewater Management, specifically the Asset Management and Water Quality objectives that IEUA will ensure that systems are well maintained, upgraded to meet evolving requirements, sustainably managed, and can accommodate changes in regional water use to protect public health, the environment, and meet anticipated regulatory requirements.

Attachments:

Attachment 1 - PowerPoint

Board-Rec No.: 21209

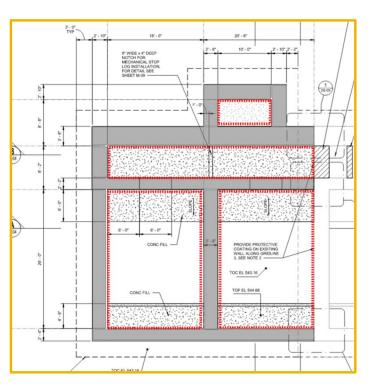
Attachment 1



Inland Empire Utilities Agency A MUNICIPAL WATER DISTRICT

Project Location: Regional Plant 5





IPS Interior Surfaces

The Problem

- Corrosive H₂S (hydrogen sulfide), 10 ppm
- Prevention and Protection
 - Ventilation
 - Protective lining or coatings



Unprotected Concrete and Poor Ventilation





Liner Protected Concrete

The Problem

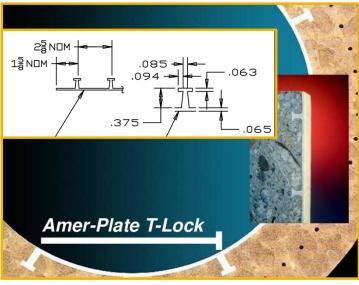
Coatings

- Surface applied material
- Conditional assessment regularly
- Localized damage spreads
- Replacement when failed
- Lifespan: 5 to 10 years

PVC Linings

- Embedded into the concrete
- Industry standard for wastewater
- Lifespan: Life of structure
- Localized damage does not spread
- Patchable at failed locations
- Ameron T-Lock Discontinued 2019
 - No alternative manufacturer





T-Lock Lining

Inland Empire Utilities Agency

The Opportunity

HDPE liner

- Used in Digesters, 500ppm H₂S
- 20+ years in digesters
- US and Canada installations
- Localized damage does not spread
- Damage is patchable
- Lifespan: Life of structure
- Several manufactures





Agru Sure-Grip Protective Liners







| Description | Estimated Cost 7-15-20 | Estimated Cost W/ Change | |
|---------------------------------|---------------------------|-----------------------------|--|
| Design Phase Services | \$26,406,753 | \$26,406,753 | |
| Construction Services | \$43,361,716 | \$43,361,716 | |
| Construction | \$376,181,190 | \$376,181,190 | |
| RP-5 Expansion Bid | \$329,982,900 | \$329,982,900 | |
| Executed Change Orders | \$0 | \$645,358 | |
| Change Order (this action) | \$0 | \$631,382 | |
| Contingency | \$32,998,290 | \$31,721,550 | |
| Offsite Facilities Allowance | \$12,000,000 | \$12,000,000 | |
| Contingency | \$1,200,000 | \$1,200,000 | |
| Total Project Cost: | \$445,949,659 | \$445,949,659 | |
| Total Requested Project Budget: | \$450,000,000 | \$450,000,000 | |

| Project Milestone | Date |
|-----------------------------|-------------------|
| Construction | |
| Construction Contract Award | July 15th 2021 |
| Original Completion | January 10th 2025 |
| New Construction Completion | January 10th 2025 |

Change Order Ratio: 0.39% Contingency Remaining: 96%

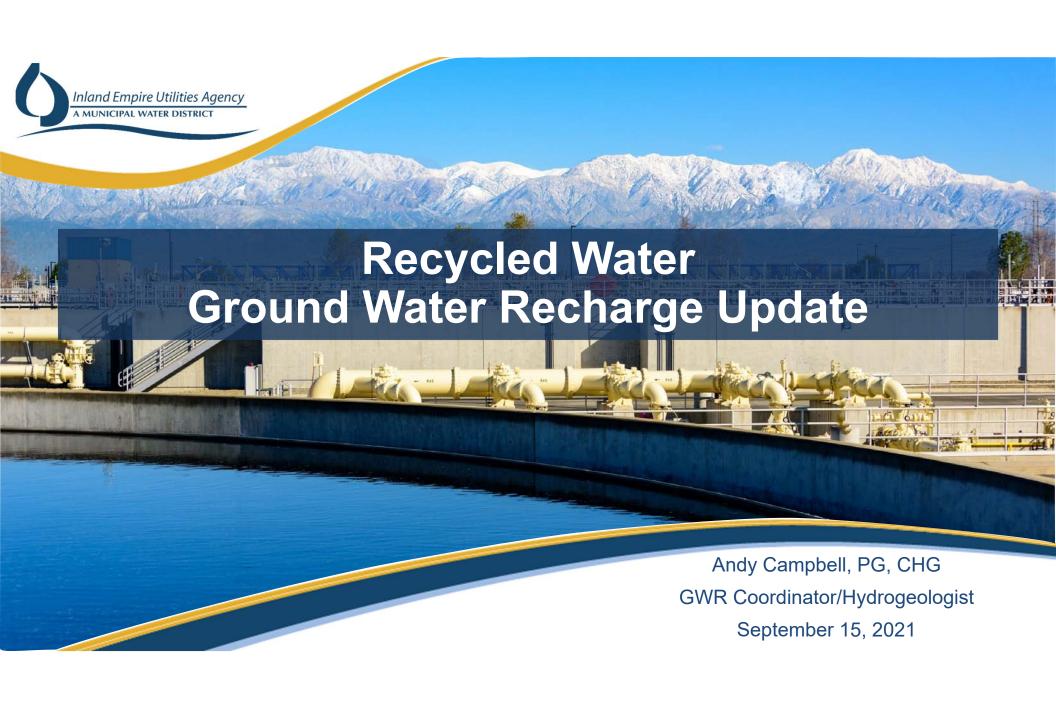




- Approve a construction change order for the RP-5 Expansion, Project No. EN19001, to W.M. Lyles Co., for the not-to-exceed amount of \$631,382 increasing the contract from \$330,628,258 to \$331,259,640 (approximately 0.19% increase); and
- Authorize the General Manager to execute the construction change order, subject to non-substantive changes.

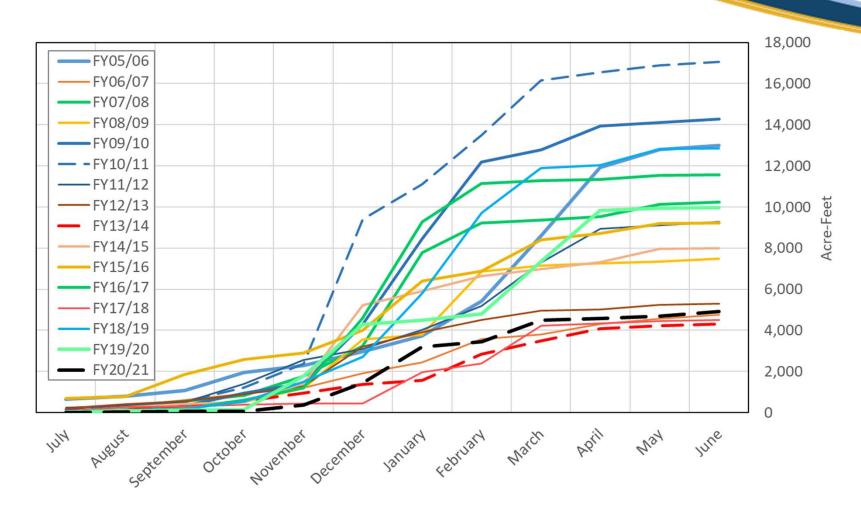
The RP-5 Expansion Project is consistent with *IEUA's Business Goal of Wastewater Management and Water Reliability*, specifically the Asset Management and Water Quality objectives that IEUA will ensure that systems are well maintained, upgraded to meet evolving requirements, sustainably managed, and can accommodate changes in regional water use to protect public health, the environment, and meet anticipated regulatory requirements.

INFORMATION ITEM 3A



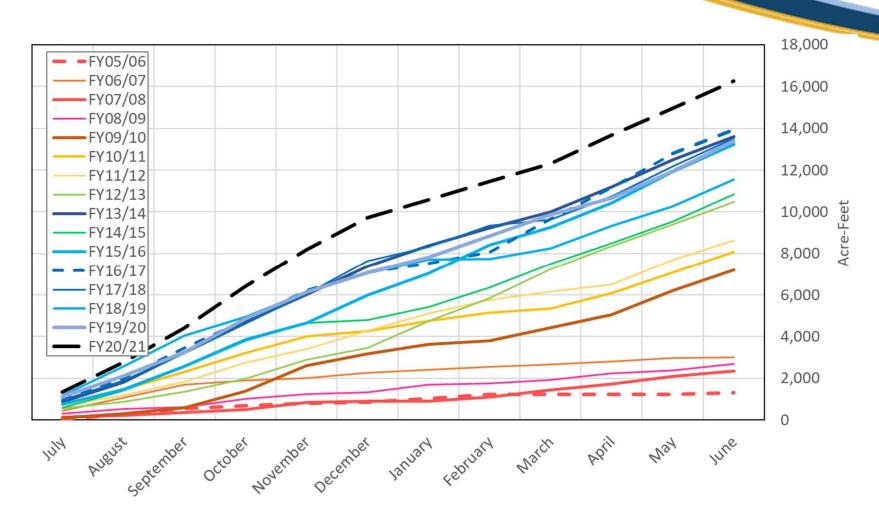


Accumulated Monthly Stormwater





Accumulated Monthly Recycled Water



Hickory Basin Restoration and RW Delivery





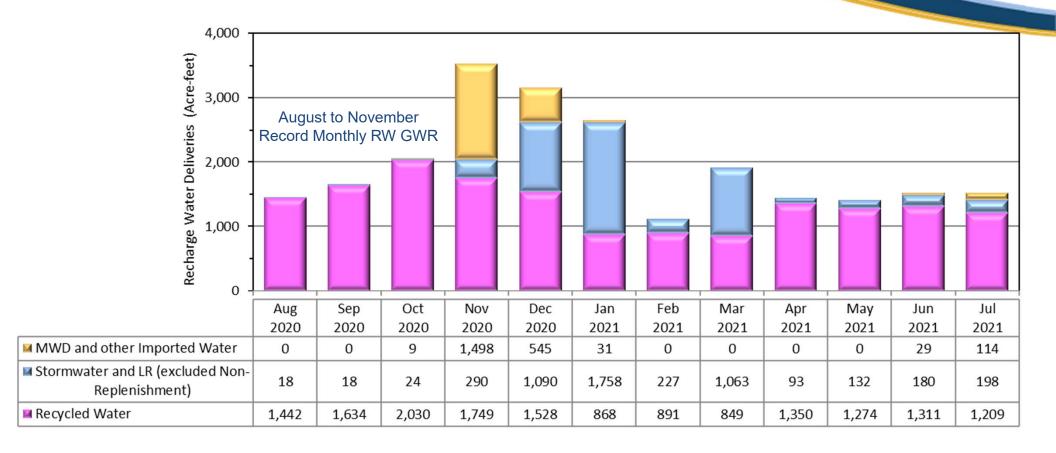






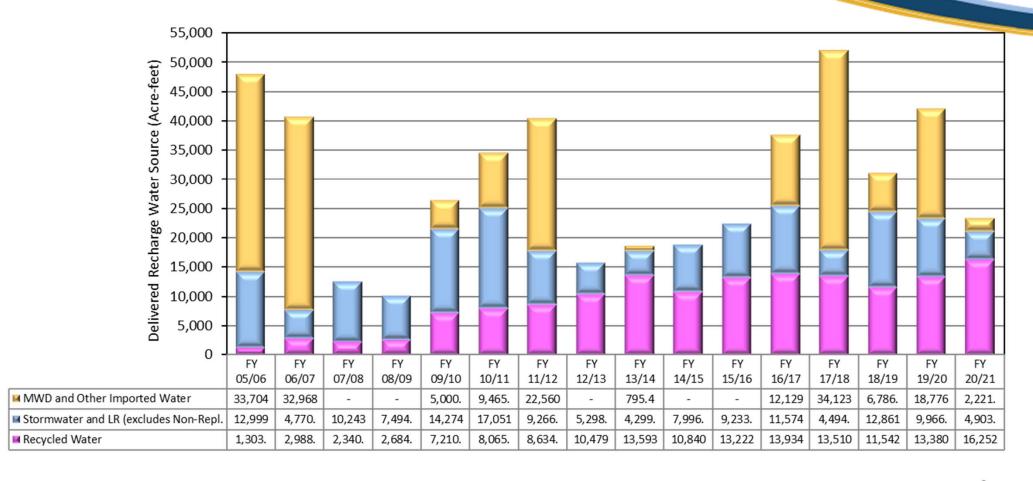
Groundwater Recharge Deliveries Past 12 Months





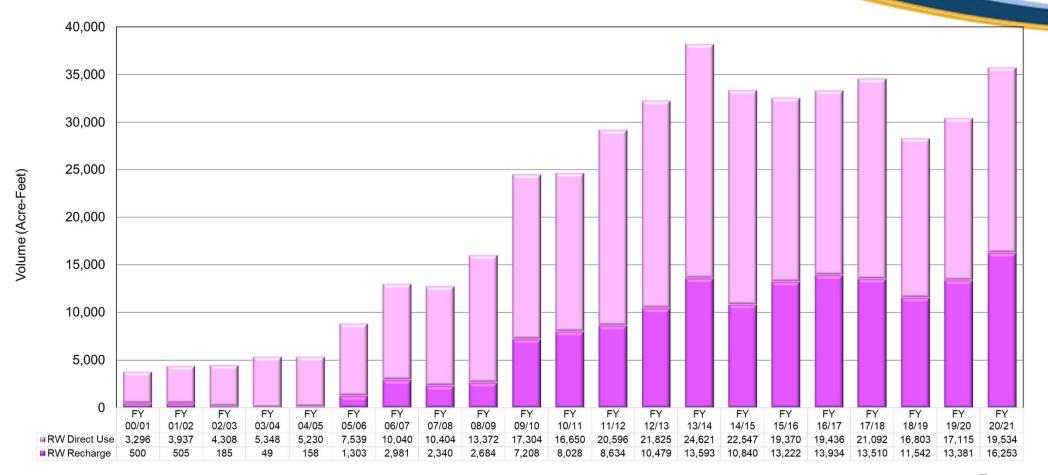
Groundwater Recharge Annual History





Recycled Water (RW) Demand History





INFORMATION ITEM 3B





Regulatory Impact on Laboratory Operations



Environmental Laboratory Accreditation Program (ELAP)

- New Accreditation Standard
 - Annual report
 - Annual internal audits
 - Corrective action report within 45 days
- New Fee Structure
 - Application
 - Onsite assessments (OSA)
 - > Third Party Assessors



Regulatory Impact on Laboratory Operations

Ground Water Replenishment (GWR)

- New
 - Bioanalytical Screening
 - > 3 sites Quarterly
 - Chemicals of Emerging Concern
 - > 1 additional site Quarterly







Laboratory Staffing



 Supriti Shreshta was promoted to Laboratory Scientist II



- Open Recruitments For
 - Laboratory Scientist I
 - Laboratory Supervisor



Laboratory Activities – Samples & Analysis

2021: January to June

| Samples | | Analysis | |
|-------------------------|-------|-------------------------|--------|
| Compliance: | 4,051 | Compliance: | 11,740 |
| Process Control: | 5,678 | Process Control: | 14,155 |
| Total | 9,729 | Total | 25,895 |



Inland Empire Utilities Agency A MUNICIPAL WATER DISTRICT

Laboratory Activities – Special Projects



- Brown Bag Series August
- 1,2,3 Trichloropropane
 - Validate data
 - Source Identification
- Toxicity Accelerated Monitoring
 - **001A: Prado**
 - 002: RP-1/RP-4
- Archibald Plume
 - Same Day results for Nitrate and Trichloroethene



Key Performance Indicators (KPIs)

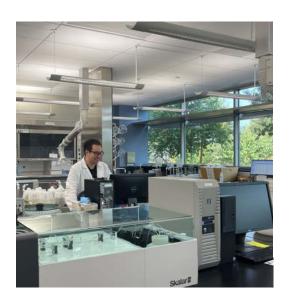
| January – June 2021 | | | | |
|--|-----------------|---------|---------|--|
| Performance Indicator | | Goal | Actual | |
| Sample Turnaround Time | Compliance | 18 Days | 15 Days | |
| | Process Control | 1 Day | 1 Day | |
| Meet Sample Hold Times | | 99% | >99% | |
| Quality Control Failures | | <1% | <1% | |
| Performance Evaluation Sample Repeats* | | 0 | 7 | |
| Lost Time Accidents | | 0 | 0 | |

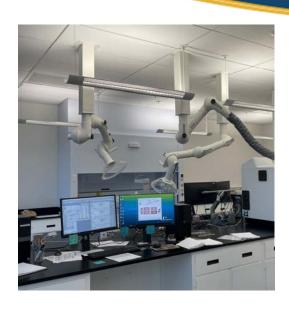
^{*} Due to IEUA Lab unacceptable result

^{*} NA - Not Analyzed









Questions?

INFORMATION ITEM 3C







Day 412 of 1640 = 25.1%



| Role | Firm | Contract | This Month's Payment | Total Paid | % Complete |
|----------------------------|----------|-------------------|-------------------------|--------------|------------|
| Contractor | WM Lyles | \$ 329,982,900 | \$7,000,000 | \$66,644,567 | 20% |
| Designer | Parsons | \$ 33,670,711 | \$379,399 | \$27,644,054 | 81% |
| Construction Management | Arcadis | \$ 21,125,523 | \$323,067 | \$4,085,521 | 19% |

Data date: 8/31/2021





| | Amount | Quantity |
|------------------------|----------------|----------|
| Original Contact | \$ 329,982,900 | |
| CO | \$ 603,290 | 42 |
| RFD | \$ 3,397,060 | 121 |
| Changes Total (CO+RFD) | 4,000,350 | 163 |
| % Change of Contract | 1.2% | |
| % of Contingency | 12.1% | |





| RFD# | CO# | Subject | Cost | Reason |
|------|-----|---|--------------|-----------------------|
| 136 | | Influent Pump Station HDPE Liner in Lieu of Epoxy Liner | \$631,382.00 | Requested by District |
| 73 | | Generator Control Changes | \$380,162.99 | Design Omission |
| 138 | | Primary Clarifiers 1 & 2 HDPE Liner in Lieu of Epoxy Liner | \$336,815.28 | Requested by District |
| 61 | | Dewatering Conveyors Local Stations | \$306,106.65 | Design Omission |
| 78 | 20 | Fine Screen Structure HDPE Liner in Lieu of Epoxy Liner | \$255,248.00 | Requested by District |
| 77 | 36 | Temporary MLR Pumps | \$213,726.17 | Requested by District |
| 39 | | Conversion of Aeration Blower Valve Control from Foundation Fieldbus to HART Protocol | \$166,608.89 | Requested by District |
| 63 | | SCE Service Voltage for 15 KV Equipment | \$155,939.35 | Design Omission |
| 157 | | PCO 071 - Additional Pipe Joint Restraints | \$123,172.00 | Design Omission |
| 96 | | Control System Changes - Neuros (RFD 052) | \$122,896.93 | Requested by District |
| 135 | | Primary Clarifier Diversion Structure HDPE Liner in Lieu of Epoxy Liner | \$120,472.51 | Requested by District |
| 82 | | Control System Changes - Hot Water Boilers (RFD 052) | \$104,188.73 | Requested by District |

RP-5: Major Activity Areas



Construction Staff

• WML Craft: 141

• WML Project: 29

• IEUA & CM: 16

• Total: 186







Influent Pump Station





Primary Clarifiers







MBR Phase 1





Biofilter Demolished for Main Odor Control Facility

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RP-5: Major Activities



Acid Phase Digester Thickening Building Gas Phase Digesters





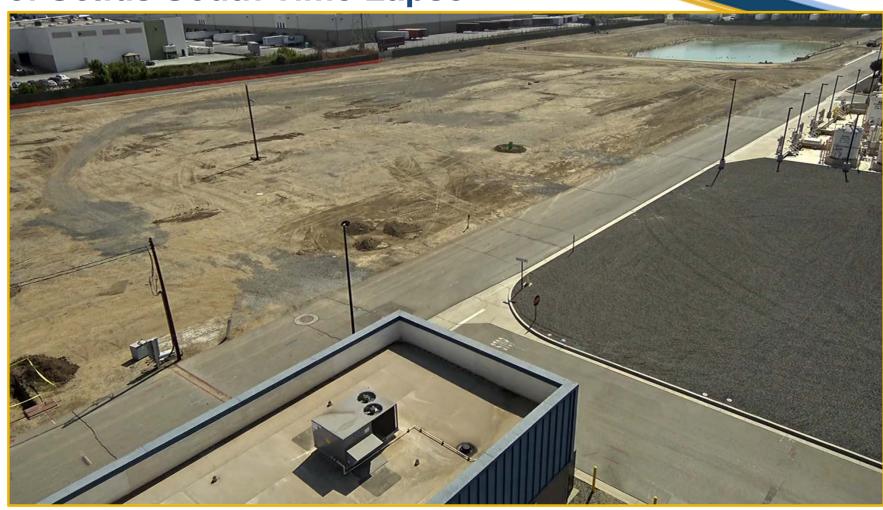
Dewatering Building

Warehouses

Blower Building 2



RP-5: Solids South Time Lapse





RP-5: Solids North Time Lapse





INFORMATION ITEM 3D

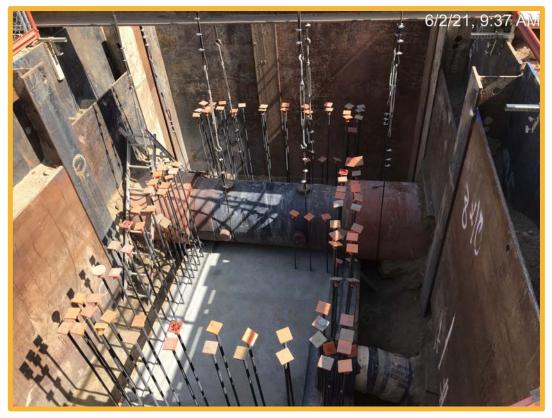




Project Location Map

NRW East End Flowmeter Replacement Project Goal: Improve Efficiency and Safety





West Diversion Structure

Total Project Budget: \$3.6 M
Project Completion: November 2021
Construction Percent Complete: 85%

| Phase | Consultant/ Contractor | Current Contract | Amendments/ Change Orders | |
|-------------------------------|---------------------------|---------------------|---------------------------------|--|
| Design | Civiltec Engineering Inc | \$293 K | 9% | |
| Construction (Current) | SCW Contracting | \$2.3 M | 1.6% | |
| Project Management Team | | | | |
| Project Manager: | | Biesiada, Josh | | |
| Assistant/Associate Engineer: | | Trott, Megan | | |
| Administrative Assistant: | | Rodriguez, Teresa | | |
| Inspector: | | MWH Constructors | | |

RP-1 Disinfection System Improvements Project Goal: Increase Operational Efficiency



Total Project Budget: \$8.5 M
Project Completion: August 2023
Design Percent Complete: 95%

| Phase | Consultant/ Contractor | Current Contract | Amendments/ Change Orders |
|---------------------|---------------------------|---------------------|---------------------------------|
| Design (Current) | Carollo Engineering | \$750 K | 10% |
| Construction | TBD | \$0 | 0% |

| Project Management Team | | | |
|-------------------------------|-------------------|--|--|
| Project Manager: | Spears, James | | |
| Assistant/Associate Engineer: | Salazar, Victoria | | |
| Administrative Assistant: | Olsen, Wendy | | |
| Inspector: | TBD | | |



Sedimentation Basin

CCWRF Asset Management and Improvements Project Goal: Extend Asset Life





Chemical Odor Scrubber at Headworks

Total Project Budget: \$27 M
Project Completion: November 2023
Design Percent Complete: 85%

| Phase | Consultant/ Contractor | Current Contract | Amendments/ Change Orders |
|---------------------|---------------------------|---------------------|------------------------------|
| Design (Current) | CDM Smith | \$3.2 M | -12% |
| Construction | TBD | \$0 | 0% |

| Project Management Team | | |
|-------------------------------|---------------|--|
| Project Manager: | Ignacio, Joel | |
| Assistant/Associate Engineer: | Ward, Ryan | |
| Administrative Assistant: | Olsen, Wendy | |
| Inspector: | TBD | |