

**Meeting Date:** 5/17/2016

**Report Type:** Consent

**Report ID:** 2016-00495

**Title: Agreement: Purchase of Schneider Electric Automation Equipment and Parts for the Water Treatment Plants Project and Sewer Sump Flow Meters Project (Two-Thirds Vote Required)**

**Location:** Citywide

**Recommendation:** Pass a Resolution: 1) suspending competitive bidding in the best interests of the City for the purchase of Schneider Electric automation equipment and parts for the Water Treatment Plants and Sewer Sump Flow Meters Projects; 2) approving a budget transfer to fund the purchase; and 3) authorizing the City Manager or designee to execute a Supply Agreement with Edges Electrical Group for the purchase of Schneider Electric automation equipment and parts for these two projects, in an amount not-to-exceed \$267,690.

**Contact:** Dan Sherry, Engineering & Water Resources Manager, (916) 808-1419; Charley Cunningham, Supervising Engineer (916) 808-5518; Tedd Vallance, IT Supervisor, (916) 808-5633, Department of Utilities

**Presenter:** None

**Department:** Department Of Utilities

**Division:** SCADA

**Dept ID:** 14001362

**Attachments:**

- 1-Description/Analysis
- 2-Background
- 3-Resolution
- 4-Agreement

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### **City Attorney Review**

Approved as to Form  
Joe Robinson  
5/4/2016 9:51:28 AM

### **Approvals/Acknowledgements**

Department Director or Designee: Bill Busath - 4/29/2016 11:31:12 AM

## Description/Analysis

**Issue Detail:** Staff recommends Council approve an agreement with Edges Electrical Group for the purchase of Schneider Electric automation equipment and parts for the Water Treatment Plants Project and Sewer Sump Flow Meters Project. Authorization is requested to contract with Edges Electrical Group as a “sole source” procurement.

**Policy Considerations:** To conduct a sole source procurement for supplies of \$100,000 or more, it is necessary to suspend competitive bidding. Under City Code Section 3.56.230, the City Council may suspend competitive bidding for a supply purchase if the City Council determines, on a two-thirds vote, that it is in the City’s best interests to do so. Suspension of competitive bidding is in the City’s best interests because Schneider Electric automation equipment and parts are required to match existing equipment at the Water Treatment Plants Project and for the Sewer Sump Flow Meters Project, and Edges Electrical Group is the only authorized supplier for Schneider Electric automation products that has a special pricing agreement (SPA) for the City of Sacramento that provides the City the lowest prices available, significantly below typical distributor pricing.

**Economic Impacts:** None.

**Environmental Considerations:** This report concerns administrative activities that will not have a significant effect on the environment and that do not constitute a “project” as defined by the CEQA Guidelines Sections 15061(b)(3) and 15378(b)(2), and are not subject to the provisions of CEQA (CEQA Guidelines 15060(c)(2)(3)). CEQA review for projects which utilize funds allocated under the FY2015/16 CIP budget has been or will be performed in conjunction with planning, design, and approval of each specific project as appropriate.

**Sustainability:** The proper maintenance of water treatment plants and sump stations supports the goals of the City’s Sustainability Master Plan by protecting sources of domestic water, enabling safe conveyance of sewage, and providing flood protection.

**Commission/Committee Action:** None.

**Rationale for Recommendation:** Staff recommends that it is in the City’s best interest to suspend competitive bidding because proprietary Schneider Electric automation equipment and parts must fit existing equipment. Schneider Electric automation equipment and parts can only be obtained from authorized distributors. Only one local distributor, Edges Electrical Group, has been authorized by Schneider to offer the lowest prices available using a Special Pricing Agreement (SPA), which provides pricing below typical distributor pricing. The purchase of Schneider Electric automation equipment and parts for these two Projects will ensure continued water treatment and wastewater systems functionality.

**Financial Considerations:** Based on the City’s purchase volume over the last three years, Schneider Electric has provided a SPA for the City with their distributor, Edges Electrical Group. The proposed contract is for a total not-to-exceed amount of \$267,690. Funding is currently available in the TP Rehab Design (Z14006000) project of \$211,726 for the equipment and parts related to the water treatment plants. The following transfer will need to be completed for the sewer sump flow meters portion of the purchase as shown below.

Project No.	Fund	Description	Amount
X14000500	6006	Base CIP Contingency - Wastewater	(\$55,964)
X14130400	6006	Wastewater Flow Meter Program	\$55,964

**Local Business Enterprise (LBE):** Edges Electrical Group is an LBE.

## Background

The Department of Utilities (DOU), Operations & Maintenance Division, operates multiple water, wastewater, and storm drainage facilities throughout the City of Sacramento. DOU utilizes a Supervisory Control and Data Acquisition (SCADA) system which allows for local and remote monitoring, control and alarming of its operational facilities located throughout the City. As part of the SCADA system, all of DOU's water treatment plants, wastewater sump stations, and drainage sump stations are configured with Modicon programmable logic controllers (PLC) manufactured by Schneider Electric.

The rehabilitation project for the water treatment plants has added new processes that are controlled using the latest Schneider Modicon Unity Quantum PLCs. These devices are programmed using Unity Pro XL, which is the current Modicon programming software. The existing processes at the water treatment plants are controlled by 984 Quantum PLCs. These processors are at end of life and cannot be programmed with the Unity Pro XL software; they must be programmed using the Proworx 32 programming software. The Proworx 32 programming software is also at end of life and is no longer supported by Schneider. DOU is upgrading the existing PLCs to the latest Modicon Unity Quantum PLCs. This upgrade will allow DOU to keep the water plants running efficiently and reduce the risk of downtime due to spare parts not being available.

Flow meters are being added to twelve existing sewer pumping stations. The current PLCs at these sites are not capable of communicating to the new Endress-Hauser L400 flow meters. To install these flow meters at the sites it is necessary to upgrade the existing Modicon Momentum PLCs to Modicon M340s. These units are being upgraded to Ethernet communication protocol, which allows our SCADA system to collect more data from the devices in the field improving operating efficiencies. DOU is also upgrading the electrical equipment at some of its sump facilities, and as part of the upgrade the PLC components are being replaced with the more current hardware. This upgrade will allow the SCADA system to monitor sewer flows and provide more accurate data to regulatory agencies.

For many years, Schneider Electric has provided a Special Pricing Agreement (SPA) for the City based on past years purchase volume. This SPA provides for special pricing discounts, off of the current list price for all Modicon automation equipment, parts, and software subscription upgrades and support purchased by the City. However, Schneider only provides the SPA through one local distributor, typically chosen for the distributor's ability to provide excellent technical support to the City. In past years, DOU has been able to benefit from the lower prices offered by Schneider's SPA for the City by purchasing from a designated Schneider SPA distributor. Purchasing equipment and parts using the SPA pricing has led to significant cost savings as DOU is able to avoid contractor markup and the City's cost from the distributor is below the contractor's wholesale cost. Edges Electrical Group, a distributor for Schneider Electric Modicon automation equipment and parts, currently has been given the Special Pricing Agreement (SPA) for the City from Schneider Electric. The SPA provides

for pricing discounts that currently range from 38% to 61% off of the current list price for Modicon product solutions.

## **RESOLUTION NO. 2016-**

Adopted by the Sacramento City Council

### **SUSPENDING COMPETITIVE BIDDING FOR THE PURCHASE OF SCHNEIDER ELECTRIC AUTOMATION EQUIPMENT AND PARTS FOR THE WATER TREATMENT PLANTS AND SEWER SUMP FLOW METERS PROJECTS AND AUTHORIZING BUDGET TRANSFER AND SUPPLY CONTRACT WITH EDGES ELECTRICAL GROUP**

#### **BACKGROUND**

- A. The Department of Utilities (DOU), Operations and Maintenance Division operates and maintains water, wastewater, and drainage facilities throughout the City.
- B. The rehabilitation project for the water treatment plants has added new processes that are controlled using the latest Modicon programmable logic controllers (PLC) manufactured by Schneider Electric. Additionally, flow meters are being added to twelve existing sewer pumping stations. The current PLC at these sites are not capable of communicating to the new Endress-Hauser L400 flow meters. To install these flow meters at the sites it is necessary to upgrade the existing Modicon Momentum PLCs to Modicon M340s. Proprietary Modicon equipment and parts must fit existing equipment and can only be obtained from one source, Schneider Electric.
- C. To meet the need for Schneider Electric equipment and parts, City staff has recommended entering into a "sole source" contract with Edges Electrical Group, the local Schneider Electric distributor with a Special Pricing Agreement for the City.
- D. To conduct a sole source procurement for supplies of \$100,000 or more, it is necessary to suspend competitive bidding. Under City Code Section 3.56.230, the City Council may suspend competitive bidding for a supply purchase if the City Council determines, on a two-thirds vote, that it is in the City's best interests to do so. Suspension of competitive bidding is in the City's best interests because Schneider Electric automation equipment and parts are required to match existing equipment for these two Projects, and Edges Electrical Group is the only authorized supplier for Schneider Electric automation products that has a Special Pricing Agreement that provides the City the lowest prices available, significantly below typical distributor pricing.
- E. There is sufficient funding to purchase equipment and parts for the Water Treatment Plants Project in TP Rehab Design (Z14006000) of \$211,726.
- F. A budget augmentation of \$55,964 is required to provide sufficient funds to purchase equipment and parts for the Sewer Sump Flow Meters Project (X14130400).

**BASED ON THE FACTS SET FORTH IN THE BACKGROUND, THE CITY COUNCIL RESOLVES AS FOLLOWS:**

Section 1. In the best interests of the City, competitive bidding is suspended for the purchase of Schneider Electric automation equipment and parts for the Water Treatment Plants and Sewer Sump Flow Meters Projects.

Section 2. The following budget transfer is approved:

<b>Project No.</b>	<b>Fund</b>	<b>Description</b>	<b>Amount</b>
X14000500	6006	Base CIP Contingency - Wastewater	(\$55,964)
X14130400	6006	Wastewater Flow Meter Program	\$55,964

Section 3. The City Manager or the City Manager's designee is authorized to execute a Supplies Agreement with Edges Electrical Group to purchase Schneider Electric automation equipment and parts, for Z14006000 and X14130400, for an amount not-to-exceed \$267,690.

PROJECT #: 6006-X14130400-461121 and 6005-Z14006000-461121  
PROJECT NAME: Schneider Electric Automation Equipment and Parts  
DEPARTMENT: Utilities  
DIVISION: Engineering and Water Resources

CITY OF SACRAMENTO  
**SUPPLIES AGREEMENT**

**THIS AGREEMENT** is made at Sacramento, California, as of \_\_\_\_\_, by  
and between the **CITY OF SACRAMENTO**, a municipal corporation ("CITY"), and

*Edges Electrical Group  
1701 National Drive, Suite 200  
Sacramento, CA 95834  
Phone (916) 648-3900 Fax (916) 648-9100*

("CONTRACTOR"), who agree as follows:

1. **Contract.** The Contract shall consist of this Agreement and each of the following documents (if applicable), which are incorporated herein by reference:

Workers' Compensation Certificate  
Certificate(s) of Insurance  
Drug-Free Workplace Policy and Affidavit  
Declaration of Compliance - Equal Benefits Ordinance  
LBE Program Statements  
Technical Specifications

2. **Supplies.** Subject to the terms and conditions set forth in this Agreement, CONTRACTOR shall provide to CITY the supplies described in Exhibit A. CONTRACTOR shall provide said supplies at the time, place, and in the manner specified in Exhibit A. CONTRACTOR shall not be compensated for supplies provided outside the scope of Exhibit A unless prior to providing such supplies: (a) CONTRACTOR notifies CITY and CITY agrees that such supplies are outside the scope of Exhibit A; (b) CONTRACTOR estimates the additional compensation required for these additional supplies; and (c) CITY, after notice, approves in writing a contract supplement specifying the additional supplies and amount of compensation therefor. CITY shall have no obligations whatsoever under this Agreement and/or any contract supplement, unless and until this Agreement or any contract supplement is approved by the Sacramento City Manager or the City Manager's authorized designee, or by the Sacramento City Council, as required by the Sacramento City Code.

3. **Payment.** CITY shall pay CONTRACTOR for supplies provided rendered pursuant to this Agreement at the times and in the manner set forth in Exhibit B. The payments specified in Exhibit B shall be the only payments to be made to CONTRACTOR for the supplies provided pursuant to this Agreement unless pursuant to Section 1, above, CITY approves additional compensation for additional supplies. CONTRACTOR shall submit all billings for said supplies to CITY in the manner specified in Exhibit B, or, if not specified in Exhibit B, according to the usual

and customary procedures and practices that CONTRACTOR uses for billing clients similar to CITY.

4. **Facilities and Equipment.** Except as set forth in Exhibit C, CONTRACTOR shall, at its sole cost and expense, furnish all facilities and equipment that may be required for furnishing supplies pursuant to this Agreement. CITY shall furnish to CONTRACTOR only the facilities and equipment listed in Exhibit C according to any terms and conditions set forth in Exhibit C.
5. **General Provisions.** The General Provisions set forth in Exhibit D, that include indemnity and insurance requirements, are part of this Agreement. In the event of any conflict between the General Provisions and any terms or conditions of any document prepared or provided by CONTRACTOR and made a part of this Agreement, including without limitation any document relating to the scope of services or payment therefor, the General Provisions shall control over said terms or conditions.
6. **Non-Discrimination in Employee Benefits.** This Agreement is subject to the provisions of Sacramento City Code Chapter 3.54, Non-Discrimination in Employee Benefits by City Contractors. The requirements of Sacramento City Code Chapter 3.54 are summarized in Exhibit E. CONTRACTOR is required to sign the attached Declaration of Compliance (Equal Benefits Ordinance), to assure compliance with these requirements.
7. **Authority.** The person signing this Agreement for CONTRACTOR hereby represents and warrants that he/she is fully authorized to sign this Agreement on behalf of CONTRACTOR and to bind CONTRACTOR to the performance of its obligations hereunder.
8. **Exhibits.** All exhibits referred to herein are attached hereto and are by this reference incorporated as if set forth fully herein.

Executed as of the day and year first above stated.

**CITY OF SACRAMENTO**

A Municipal Corporation

By: \_\_\_\_\_

Print name: William O. Busath

Title: Department of Utilities Director

For: John F. Shirey, City Manager

ATTEST:

\_\_\_\_\_  
City Clerk

APPROVED TO AS FORM:

\_\_\_\_\_  
City Attorney

**CONTRACTOR:**

Edges Electrical Group

NAME OF FIRM

471811240

Federal I.D. No

\_\_\_\_\_  
State I.D. No.

\_\_\_\_\_  
City of Sacramento Business Op. Tax Cert. No.

**TYPE OF BUSINESS ENTITY (check one):**

- Individual/Sole Proprietor
- Partnership
- Corporation (may require 2 signatures)
- Limited Liability Company
- Other (please specify: \_\_\_\_\_)



Signature of Authorized Person

MIKE FLYNN VP

Print Name and Title

\_\_\_\_\_  
Additional Signature (if required)

\_\_\_\_\_  
Print Name and Title

**Attachments**

- Exhibit A - Scope of Service
- Exhibit B- Fee Schedule/Manner of Payment
- Exhibit C - Facilities/Equipment Provided
- Exhibit D - General Provisions
- Exhibit E - Non-Discrimination in Employee Benefits

**DECLARATION OF COMPLIANCE  
Equal Benefits Ordinance**

Name of Contractor:           Edges Electrical Group          

Address:           1701 National Drive, Suite 200, Sacramento, CA 95834          

The above-named Contractor ("Contractor") hereby declares and agrees as follows:

1. Contractor has read and understands the Requirements of the Non-Discrimination In Employee Benefits Code (the "Requirements") attached hereto as Exhibit F.
2. As a condition of receiving this Contract, Contractor agrees to fully comply with the Requirements, as well as any additional requirements that may be specified in the City of Sacramento's Non-Discrimination In Employee Benefits Code codified at Chapter 3.54 of the Sacramento City Code (the "Ordinance").
3. Contractor understands, to the extent that such benefits are not preempted or prohibited by federal or state law, employee benefits covered by the Ordinance are any of the following:
  - a. Bereavement Leave
  - b. Disability, life, and other types of insurance
  - c. Family medical leave
  - d. Health benefits
  - e. Membership or membership discounts
  - f. Moving expenses
  - g. Pension and retirement benefits
  - h. Vacation
  - i. Travel benefits
  - j. Any other benefit offered to employees

Contractor agrees that if Contractor offers any of the above-listed employee benefits, Contractor will offer those benefits, without discrimination between employees with spouses and employees with domestic partners, and without discrimination between the spouses and domestic partners of such employees.

4. Contractor understands that Contractor will not be considered to be discriminating in the provision or application of employee benefits under the following conditions or circumstances:
  - a. If the actual cost of providing a benefit to a domestic partner or spouse exceeds the cost of providing the same benefit to a spouse or domestic partner of an employee, Contractor will not be required to provide the benefit, nor shall it be deemed discriminatory, if Contractor requires the employee to pay the monetary difference in order to provide the benefit to the domestic partner or to the spouse.

- b. If Contractor is unable to provide a certain benefit, despite taking reasonable measures to do so, if Contractor provides the employee with a cash equivalent Contractor will not be deemed to be discriminating in the application of that benefit.
  - c. If Contractor provides employee benefits neither to employee's spouses nor to employee's domestic partners.
  - d. If Contractor provides employee benefits to employees on a basis unrelated to marital or domestic partner status.
  - e. If Contractor submits written evidence of making reasonable efforts to end discrimination in employee benefits by implementing policies that will be enacted before the first effective date after the first open enrollment process following the date this Contract is executed by the City of Sacramento ("City"). Contractor understands that any delay in the implementation of such policies may not exceed one (1) year from the date this Contract is executed by the City, and applies only to those employee benefits for which an open enrollment process is applicable.
  - f. Until administrative steps can be taken to incorporate nondiscrimination in employee benefits. The time allotted for these administrative steps will apply only to those employee benefits for which administrative steps are necessary and may not exceed three (3) months from the date this Contract is executed by the City.
  - g. Until the expiration of a current collective bargaining agreement(s) if employee benefits are governed by such collective bargaining agreement(s).
  - h. Contractor takes all reasonable measures to end discrimination in employee benefits by either requesting that the union(s) involved agree to reopen the agreement(s) in order for Contractor to take whatever steps are necessary to end discrimination in employee benefits or by ending discrimination in employee benefits without reopening the collective bargaining agreement(s).
  - i. In the event Contractor cannot end discrimination in employee benefits despite taking all reasonable measures to do so, Contractor provides a cash equivalent to eligible employees for whom employee benefits, are not available. Unless otherwise authorized in writing by the City Manager, Contractor understands this cash equivalent must begin at the time the union(s) refuse to allow the collective bargaining agreement(s) to be reopened or not longer than three (3) months after the date this Contract is executed by the City.
5. Contractor understands that failure to comply with the provisions of Section 4(a) through 4(i), above, will subject Contractor to possible suspension and/or termination of this Contract for cause; repayment of any or all of the Contract amount disbursed by the City; debarment for future contracts until all penalties and restitution have been paid in full and/or for up to two (2) years; and/or the imposition of a penalty, payable to the City, in the sum of \$50.00 for each employee, for each calendar day during which the employee was discriminated against in violation of the provisions of the Ordinance.

6. Contractor understands and agrees to provide notice to each current employee and, within ten (10) days of hire, to each new employee, of their rights under the Ordinance. Contractor further agrees to maintain a copy of each such letter provided, in an appropriate file for inspection by authorized representatives of the City. Contractor also agrees to prominently display a poster informing each employee of these rights.
  
7. Contractor understands that Contractor has the right to request a waiver of, or exemption from, the provisions of the Ordinance by submitting a written request to the City's Procurement Services Division prior to Contract award, which request shall identify the provision(s) of the Ordinance authorizing such waiver or exemption and the factual basis for such waiver or exemption. The City shall determine in its sole discretion whether to approve any such request.
  
8. Contractor agrees to defend, indemnify and hold harmless, the City, its officers and employees, against any claims, actions, damages, costs (including reasonable attorney fees), or other liabilities of any kind arising from any violation of the Requirements or of the Ordinance by Contractor.

The undersigned declares under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that he or she is authorized to bind the Contractor to the provisions of this Declaration.



\_\_\_\_\_  
Signature of Authorized Representative

Date: 4-28-2016

Print name: MIKE FLYNN

Title: VP

**EXHIBIT A**

**SUPPLIES AGREEMENT**

**SCOPE OF SERVICES**

**1. Representatives.**

The CITY Representative for this Agreement is:

*Tedd Vallance, Information Technology Supervisor  
1391 35<sup>th</sup> Avenue, Sacramento, CA 95822  
Phone (916) 808-5633 Fax (916) 808-7955 E-mail: tvallance@cityofsacramento.org*

All CONTRACTOR questions pertaining to this Agreement shall be referred to the CITY Representative or the Representative's designee.

The CONTRACTOR Representative for this Agreement is:

*Steve Gall  
Edges Electrical Group  
1701 National Drive, Suite 200 Sacramento, CA 95834  
Phone (916) 679-6930 E-mail: sgall@edgesgroup.com*

All CITY questions pertaining to this Agreement shall be referred to the CONTRACTOR Representative. All correspondence to CONTRACTOR shall be addressed to the address set forth on page one of this Agreement. Unless otherwise provided in this Agreement, all correspondence to the CITY shall be addressed to the CITY Representative.

**2. Scope of Services.**

The supplies provided shall be as set forth in Attachment 1 to Exhibit A, attached hereto and incorporated herein.

**3. Time of Performance.** The supplies described herein shall be provided during FY 2015-16.

Attachment 1 to Exhibit A

Life Is On

**Schneider**  
Electric

**March, 21, 2016**

**Schneider Electric  
5735 W. Las Positas Blvd.  
Pleasanton, CA 94588**

**Tedd Valance  
City of Sacramento  
1395 35<sup>th</sup> Ave.  
Sacramento, CA 95922**

Dear Tedd,  
Thank you for the opportunity to offer Schneider Modicon Product solutions to the City of Sacramento. In order to further service your account we have set up a Special Pricing Agreement with Edges distribution through Steve Gall. The agreement is under SPA 9168087997. This special pricing agreement is for the level of large end user discounting and pertains to the following product solutions:

**Momentum Product Family  
M340 Product Family  
Quantum Product  
M580 Product  
Magelis Product Family  
Unity and Software Subscription Service**

These pricing levels have been established by competitive market levels based on the volume of business over a period of 3 years.

Thank you for your interest in Schneider solutions.  
Sincerely,

*Brenda Riconscente*

**Brenda Riconscente  
Account Manager  
Schneider Electric**

Schneider Electric  
5735 W. Las Positas Blvd., Pleasanton CA 94588  
Phone: 209 650-5876

[schneider-electric.com](http://schneider-electric.com)



1701 NATIONAL DRIVE, STE 200  
SACRAMENTO\*, CA 95834  
916-648-3900 Fax 916-648-9100

Tedd,

Per your request please see the multiplier list for the City of Sacramento below.

QUANTUM CONTROLLERS	.3833
QUANTUM I/O & POWER SUP	.3833
MODICON M340	.4484
MOMENTUM	.4451
UNITY SOFTWARE	.4698
PLC NTRK HRDWR	.4698
CONNEXUM ETHERNET	.4806
MAGELIS XBTGT & HMI	.6106
MAGELIS TEXT DISPLAY	.6106
MAGELIS I-PC	.6182

Please feel free to call with any questions.

Thank you

**Steve Gall**

AUTOMATION SALES AND SUPPORT



Office 916.679.6930  
Fax 916.648.9100  
Mobile 916.215.0685  
Email [sgall@edgesgroup.com](mailto:sgall@edgesgroup.com)



Electrical Group

Attachment 1 to Exhibit A  
Z14006000

# Quotation

1701 NATIONAL DRIVE, STE 200  
SACRAMENTO\*, CA 95834  
916-648-3900 Fax 916-648-9100

QUOTE DATE	QUOTE NUMBER
02/26/16	S3725561
ORDER TO:	PAGE NO
EDGES ELECTRICAL GRP - SACRAM 1701 NATIONAL DRIVE, STE 200 SACRAMENTO*, CA 95834 916-648-3900 Fax 916-648-9100	1

QUOTE TO:  
CITY OF SAC DEPT OF UTILITIES  
1395 35TH AVE  
SACRAMENTO, CA 95822

SHIP TO:  
CITY OF SAC DEPT OF UTILITIES  
1391 35TH AVE  
SACRAMENTO, CA 95822

CUSTOMER NUMBER	CUSTOMER ORDER NUMBER	RELEASE NUMBER	SALESPERSON		
23268			STEVE GALL (SAC)		
WRITER	SHIP VIA	TERMS	SHIP DATE	FREIGHT ALLOWED	
STEVE GALL (SAC)		NET EOM	02/26/16	No	
QUANTITY	PART NO	DESCRIPTION	UNIT PRICE	UNIT	EXTENDED PRICE
14ea	78590147690	SQD BMXXBP0400 4 SLOTS BACKPLANE SPECIAL ORDER-SUBJ TO VENDOR RETURN	56.281	E	787.93
16ea	78590147654	SQD BMXP342020 CPU340-20 MODBUS	976.501	E	15624.02
16ea	78590147699	SQD BMXCPS2010 STANDARD ISOL DC	164.641	E	2634.26
14ea	78590183407	SQD BMXNOC0401 M340 ETHERNET/IP M SPECIAL ORDER-SUBJ TO VENDOR RETURN	1070.581	E	14988.13
26ea	78590179610	SQD BMXNOM0200 BUS MODULE 2	510.301	ea	13267.83
56ea	78590162419	SQD VW3A8306D30 ATS48 CABLE SPECIAL ORDER-SUBJ TO VENDOR RETURN	30.059	E	1683.30
7ea	78590179513	SQD 140XCP40100 125MM MNTG BRKT SPECIAL ORDER-SUBJ TO VENDOR RETURN	105.649	ea	739.54
Subtotal -----				01	49725.01

\* This is a quotation \*

\*This is a quotation\*

Prices are subject to change without notice.  
Applicable taxes extra!

Subtotal	49725.01
S&H Chgs	0.00
Amount Due	49725.01



Attachment 1 to Exhibit A  
Z14006000

# Quotation

1701 NATIONAL DRIVE, STE 200  
SACRAMENTO\*, CA 95834  
916-648-3900 Fax 916-648-9100

QUOTE DATE	QUOTE NUMBER
02/26/16	S3725553
ORDER TO:	CASE NO
EDGES ELECTRICAL GRP - SACRAM 1701 NATIONAL DRIVE, STE 200 SACRAMENTO*, CA 95834 916-648-3900 Fax 916-648-9100	1

QUOTE TO:  
CITY OF SAC DEPT OF UTILITIES  
1395 35TH AVE  
SACRAMENTO, CA 95822

SHIP TO:  
CITY OF SAC DEPT OF UTILITIES  
1391 35TH AVE  
SACRAMENTO, CA 95822

CUSTOMER NUMBER	CUSTOMER ORDER NUMBER	RELEASE NUMBER	SALESPERSON		
23268			STEVE GALL (SAC)		
OFFER	SHIP VIA	TERMS	SHIP DATE	FREIGHT ALLOWED	
STEVE GALL (SAC)		NET EOM	02/26/16	No	
ORDER QTY	PART NO	DESCRIPTION	UNIT PRICE	UOQ	EXTENDED PRICE
14ea	78590178468	SQD 140CPU67861 11MB HOT STANDBY SPECIAL ORDER-SUBJ TO VENDOR RETURN	7440.000	E	104160.00
1ea	78590178453	SQD 140CPU65860 11MB STANDALONE SPECIAL ORDER-SUBJ TO VENDOR RETURN	7440.000	E	7440.00
17ea	78590128275	SQD 140NOC78100 TSX QUANTUM SPECIAL ORDER-SUBJ TO VENDOR RETURN	1166.224	E	19825.81
Subtotal -----				81	131425.81
4ea	78590147654	SQD BMXP342020 CPU340-20 MODBUS	976.501	E	3906.00
4ea	78590154188	SQD BMXNOE0110 M340 FACTORYCAST SPECIAL ORDER-SUBJ TO VENDOR RETURN	1134.001	E	4536.00
4ea	78590147699	SQD BMXCPS2010 STANDARD ISOL DC	164.641	E	658.56
4ea	78590147693	SQD BMXXBP0600 6 SLOT BACKPLANE SPECIAL ORDER-SUBJ TO VENDOR RETURN	84.421	E	337.68
4ea	78590178692	SQD BMXDDI1602 DIG 16I 24VDC SINK SPECIAL ORDER-SUBJ TO VENDOR RETURN	118.441	E	473.76
4ea	78590160804	SQD BMXDDO1602 DIG 16O TRANS SRC 0.5A SPECIAL ORDER-SUBJ TO VENDOR RETURN	143.221	E	572.88
4ea	78590167600	SQD BMXAMI0810 ANA 8 U/I IN ISOLA	309.121	E	1236.48
4ea	78590179610	SQD BMXNOM0200 BUS MODULE 2	510.301	ea	2041.20
4ea	78590162419	SQD VW3A8306D30 ATS48 CABLE SPECIAL ORDER-SUBJ TO VENDOR RETURN	30.059	E	120.24
4ea	78590168168	SQD BMXFTW301 FTB 20 WIRE 3M CABL	26.461	E	105.84
Subtotal -----				64	13988.64

**\* This is a quotation \***

\*This is a quotation\*

Prices are subject to change without notice.  
Applicable taxes extra!

Subtotal	145414.45
S&H Chgs	0.00
<b>Amount Due</b>	<b>145414.45</b>

# EDGES



Electrical Group

Attachment 1 to Exhibit A **Quotation**  
X14130400

1701 NATIONAL DRIVE, STE 200  
SACRAMENTO\*, CA 95834  
916-648-3900 Fax 916-648-9100

QUOTE DATE	QUOTE NUMBER
04/12/16	S3762350
ORDER TO:	PAGE NO.
EDGES ELECTRICAL GRP - SACRAM 1701 NATIONAL DRIVE, STE 200 SACRAMENTO*, CA 95834 916-648-3900 Fax 916-648-9100	1

QUOTE TO:  
CITY OF SAC DEPT OF UTILITIES  
1395 35TH AVE  
SACRAMENTO, CA 95822

SHIP TO:  
CITY OF SAC DEPT OF UTILITIES  
1391 35TH AVE  
SACRAMENTO, CA 95822

CUSTOMER NUMBER	CUSTOMER ORDER NUMBER	RELEASE NUMBER	SALESPERSON	
23268			STEVE GALL (SAC)	
WRITER	SHIP VIA	TERMS	SHIP DATE	FREIGHT ALLOWED
STEVE GALL (SAC)	12	NET EOM	04/12/16	No
ORDER QTY	PART NO	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1ea	78590150165	SQD BMXXBP0800 8 SLOTS BACKPLANE SPECIAL ORDER-SUBJ TO VENDOR RETURN	115.539	E 115.54
1ea	78590147654	SQD BMXP342020 CPU340-20 MODBUS	1006.091	E 1006.09
1ea	78590147700	SQD BMXCPS3020 HIGH POWER ISO 24TO48 VDC P/S SPECIAL ORDER-SUBJ TO VENDOR RETURN	353.971	E 353.97
1ea	78590178692	SQD BMXDDI1602 DIG 16I 24VDC SINK SPECIAL ORDER-SUBJ TO VENDOR RETURN	122.030	E 122.03
1ea	78590160804	SQD BMXDDO1602 DIG 16O TRANS SRC 0.5A SPECIAL ORDER-SUBJ TO VENDOR RETURN	147.560	E 147.56
1ea	78590167600	SQD BMXAMI0810 ANA 8 U/I IN ISOLA	318.488	E 318.49
1ea	78590179610	SQD BMXNOM0200 BUS MODULE 2	525.764	ea 525.76
1ea	78590183407	SQD BMXNOC0401 M340 ETHERNET/IP M SPECIAL ORDER-SUBJ TO VENDOR RETURN	1103.022	E 1103.02
1ea	78590160785	SQD BMXNOE0100 ETHERNET 10/100 RJ SPECIAL ORDER-SUBJ TO VENDOR RETURN	519.273	E 519.27
1ea	78590185552	SQD BMXFTW308S 28-WIRE PREFORMED SPECIAL ORDER-SUBJ TO VENDOR RETURN	32.022	E 32.02
2ea	78590168168	SQD BMXFTW301 FTB 20 WIRE 3M CABL  <i>ANALOG</i>	27.262	E 54.52

**\* This is a quotation \***

\*This is a quotation\*

Prices are subject to change without notice.

Applicable taxes extra!

Subtotal	4298.27
S&H Chgs	0.00
Amount Due	4298.27

This quotation will be multiplied by 12 for a total of \$51579.24.

**EXHIBIT B**

**SUPPLIES AGREEMENT**

**FEE SCHEDULE/MANNER OF PAYMENT**

1. **CONTRACTOR's Compensation.** The total of all fees paid to the CONTRACTOR for the performance of all services set forth in Exhibit A (hereafter the "Services"), shall not exceed the total sum of \$267,690.
2. **Billable Rates.** CONTRACTOR shall be paid for the performance of Services in accordance with Attachment 1 to Exhibit A.
3. **Payments to CONTRACTOR.**
  - A. Payments to CONTRACTOR shall be made within a reasonable time after receipt of CONTRACTOR's invoice, said payments to be made in proportion to services performed. CONTRACTOR may request payment on a monthly basis. CONTRACTOR shall be responsible for the cost of supplying all documentation necessary to verify the monthly billings to the satisfaction of CITY.
  - B. All invoices submitted by CONTRACTOR shall contain the following information:
    - (1) Job Name
    - (2) Description of services billed under this invoice
    - (3) Date of Invoice Issuance
    - (4) Sequential Invoice Number
    - (5) CITY's Purchase Order Number
    - (6) Total Contract Amount
    - (7) Amount of this Invoice (Itemize all Reimbursable Expenses)
    - (8) Total Billed to Date
    - (9) Total Remaining on Contract
  - C. Billings that do not conform to the format outlined above shall be returned to CONTRACTOR for correction. CITY shall not be responsible for delays in payment to CONTRACTOR resulting from CONTRACTOR's failure to comply with the invoice format described below.
  - D. Requests for payment shall be sent to:

*Department of Utilities*  
1395 35<sup>th</sup> Avenue, Sacramento, CA 95822  
Phone (916) 808-1426 Fax (916) 808-1497  
Attn: Annette Atkins

4. **Additional Services.** Additional Services are those services related to the scope of services of CONTRACTOR set forth in Exhibit A but not anticipated at the time of execution of this Agreement. Additional Services shall be provided only when a contract supplement authorizing such Additional Services is approved by CITY in accordance with CITY's approval procedures. CITY reserves the right to perform any Additional Services with its own staff or to retain other contractors to perform said Additional Services.
  
5. **Accounting Records of CONTRACTOR.** During performance of this Agreement and for a period of three (3) years after completing all Services and Additional Services hereunder, CONTRACTOR shall maintain all accounting and financial records related to this Agreement, including, but not limited to, records of CONTRACTOR's costs for all Services and Additional Services performed under this Agreement, in accordance with generally accepted accounting practices, and shall keep and make such records available for inspection and audit by representatives of the CITY upon reasonable written notice.
  
6. **Taxes.** CONTRACTOR shall pay, when and as due, any and all taxes incurred as a result of CONTRACTOR's compensation hereunder, including estimated taxes, and shall provide CITY with proof of such payment upon request. CONTRACTOR hereby agrees to indemnify CITY for any claims, losses, costs, fees, liabilities, damages or injuries suffered by CITY arising out of CONTRACTOR's breach of this Section 6.

EXHIBIT C

SUPPLIES AGREEMENT

FACILITIES AND EQUIPMENT TO BE PROVIDED BY CITY

CITY shall [*check one*]

  X   Not furnish any facilities or equipment for this Agreement; or

       Furnish the following facilities or equipment for the Agreement [*list, if applicable*]:

List of facilities here, if needed

**EXHIBIT D  
SUPPLIES AGREEMENT**

**GENERAL PROVISIONS**

**1. Independent Contractor.**

- A. It is understood and agreed that CONTRACTOR (including CONTRACTOR's employees) is an independent contractor and that no relationship of employer-employee exists between the parties hereto for any purpose whatsoever. Neither CONTRACTOR nor CONTRACTOR's assigned personnel shall be entitled to any benefits payable to employees of CITY. CITY is not required to make any deductions or withholdings from the compensation payable to CONTRACTOR under the provisions of this Agreement, and CONTRACTOR shall be issued a Form 1099 for its services hereunder. As an independent contractor, CONTRACTOR hereby agrees to indemnify and hold CITY harmless from any and all claims that may be made against CITY based upon any contention by any of CONTRACTOR's employees or by any third party, including but not limited to any state or federal agency, that an employer-employee relationship or a substitute therefor exists for any purpose whatsoever by reason of this Agreement or by reason of the nature and/or performance of any Services under this Agreement. (As used in this Exhibit D, the term "Services" shall include both Services and Additional Services as such terms are defined elsewhere in this Agreement.)
- B. It is further understood and agreed by the parties hereto that CONTRACTOR, in the performance of its obligations hereunder, is subject to the control and direction of CITY as to the designation of tasks to be performed and the results to be accomplished under this Agreement, but not as to the means, methods, or sequence used by CONTRACTOR for accomplishing such results. To the extent that CONTRACTOR obtains permission to, and does, use CITY facilities, space, equipment or support services in the performance of this Agreement, this use shall be at the CONTRACTOR's sole discretion based on the CONTRACTOR's determination that such use will promote CONTRACTOR's efficiency and effectiveness. Except as may be specifically provided elsewhere in this Agreement, the CITY does not require that CONTRACTOR use CITY facilities, equipment or support services or work in CITY locations in the performance of this Agreement.
- C. If, in the performance of this Agreement, any third persons are employed by CONTRACTOR, such persons shall be entirely and exclusively under the direction, supervision, and control of CONTRACTOR. Except as may be specifically provided elsewhere in this Agreement, all terms of employment, including hours, wages, working conditions, discipline, hiring, and discharging, or any other terms of employment or requirements of law, shall be determined by CONTRACTOR. It is further understood and agreed that CONTRACTOR shall issue W-2 or 1099 Forms for income and employment tax purposes, for all of CONTRACTOR's assigned personnel and subcontractors.
- D. The provisions of this Section 1 shall survive any expiration or termination of this

Agreement. Nothing in this Agreement shall be construed to create an exclusive relationship between CITY and CONTRACTOR. CONTRACTOR may represent, perform services for, or be employed by such additional persons or companies as CONTRACTOR sees fit provided that CONTRACTOR does not violate the provisions of Section 5, below.

2. **Licenses; Permits, Etc.** CONTRACTOR represents and warrants that CONTRACTOR has all licenses, permits, City Business Operations Tax Certificate, qualifications, and approvals of whatsoever nature that are legally required for CONTRACTOR to practice its profession or provide any services under the Agreement. CONTRACTOR represents and warrants that CONTRACTOR shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement any licenses, permits, and approvals that are legally required for CONTRACTOR to practice its profession or provide such Services. Without limiting the generality of the foregoing, if CONTRACTOR is an out-of-state corporation, CONTRACTOR warrants and represents that it possesses a valid certificate of qualification to transact business in the State of California issued by the California Secretary of State pursuant to Section 2105 of the California Corporations Code.
3. **Time.** CONTRACTOR shall devote such time and effort to the performance of Services pursuant to this Agreement as is necessary for the satisfactory and timely performance of CONTRACTOR's obligations under this Agreement. Neither party shall be considered in default of this Agreement, to the extent that party's performance is prevented or delayed by any cause, present or future, that is beyond the reasonable control of that party.
4. **CONTRACTOR Not Agent.** Except as CITY may specify in writing, CONTRACTOR and CONTRACTOR's personnel shall have no authority, express or implied, to act on behalf of CITY in any capacity whatsoever as an agent. CONTRACTOR and CONTRACTOR's personnel shall have no authority, express or implied, to bind CITY to any obligations whatsoever.
5. **Conflicts of Interest.** CONTRACTOR covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, that would conflict in any manner with the interests of CITY or that would in any way hinder CONTRACTOR's performance of Services under this Agreement. CONTRACTOR further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor, without the written consent of CITY. CONTRACTOR agrees to avoid conflicts of interest or the appearance of any conflicts of interest with the interests of CITY at all times during the performance of this Agreement. If CONTRACTOR is or employs a former officer or employee of the CITY, CONTRACTOR and any such employee(s) shall comply with the provisions of Sacramento City Code Section 2.16.090 pertaining to appearances before the City Council or any CITY department, board, commission or committee.
6. **Confidentiality of CITY Information.** During performance of this Agreement, CONTRACTOR may gain access to and use CITY information regarding inventions, machinery, products, prices, apparatus, costs, discounts, future plans, business affairs, governmental affairs, processes, trade secrets, technical matters, systems, facilities, customer lists, product design, copyright, data, and other vital information (hereafter collectively referred to as "City Information") that

are valuable, special and unique assets of the CITY. CONTRACTOR agrees to protect all City Information and treat it as strictly confidential, and further agrees that CONTRACTOR shall not at any time, either directly or indirectly, divulge, disclose or communicate in any manner any City Information to any third party without the prior written consent of CITY. In addition, CONTRACTOR shall comply with all CITY policies governing the use of the CITY network and technology systems, as set forth in applicable provisions of the City of Sacramento Administrative Policy Instructions # 30. A violation by CONTRACTOR of this Section 6 shall be a material violation of this Agreement and shall justify legal and/or equitable relief.

**7. CONTRACTOR Information.**

- A. CITY shall have full ownership and control, including ownership of any copyrights, of all information prepared, produced, or provided by CONTRACTOR pursuant to this Agreement. In this Agreement, the term "information" shall be construed to mean and include: any and all work product, submittals, reports, plans, specifications, and other deliverables consisting of documents, writings, handwritings, typewriting, printing, photostatting, photographing, computer models, and any other computerized data and every other means of recording any form of information, communications, or representation, including letters, works, pictures, drawings, sounds, or symbols, or any combination thereof. CONTRACTOR shall not be responsible for any unauthorized modification or use of such information for other than its intended purpose by CITY.
- B. CONTRACTOR shall fully defend, indemnify and hold harmless CITY, its officers and employees, and each and every one of them, from and against any and all claims, actions, lawsuits or other proceedings alleging that all or any part of the information prepared, produced, or provided by CONTRACTOR pursuant to this Agreement infringes upon any third party's trademark, trade name, copyright, patent or other intellectual property rights. CITY shall make reasonable efforts to notify CONTRACTOR not later than ten (10) days after CITY is served with any such claim, action, lawsuit or other proceeding, provided that CITY's failure to provide such notice within such time period shall not relieve CONTRACTOR of its obligations hereunder, which shall survive any termination or expiration of this Agreement.
- C. All proprietary and other information received from CONTRACTOR by CITY, whether received in connection with CONTRACTOR's proposal to CITY or in connection with any Services performed by CONTRACTOR, will be disclosed upon receipt of a request for disclosure, pursuant to the California Public Records Act; provided, however, that, if any information is set apart and clearly marked "trade secret" when it is provided to CITY, CITY shall give notice to CONTRACTOR of any request for the disclosure of such information. The CONTRACTOR shall then have five (5) days from the date it receives such notice to enter into an agreement with the CITY, satisfactory to the City Attorney, providing for the defense of, and complete indemnification and reimbursement for all costs (including plaintiff's attorney fees) incurred by CITY in any legal action to compel the disclosure of such information under the California Public Records Act. The CONTRACTOR shall have sole responsibility for defense of the actual "trade secret"

designation of such information.

- D. The parties understand and agree that any failure by CONTRACTOR to respond to the notice provided by CITY and/or to enter into an agreement with CITY, in accordance with the provisions of subsection C, above, shall constitute a complete waiver by CONTRACTOR of any rights regarding the information designated "trade secret" by CONTRACTOR, and such information shall be disclosed by CITY pursuant to applicable procedures required by the Public Records Act.

**8. Standard of Performance.** CONTRACTOR shall perform all Services required pursuant to this Agreement in the manner and according to the standards currently observed by a competent practitioner of CONTRACTOR's profession in California. All products of whatsoever nature that CONTRACTOR delivers to CITY pursuant to this Agreement shall be prepared in a professional manner and conform to the standards of quality normally observed by a person currently practicing in CONTRACTOR's profession, and shall be provided in accordance with any schedule of performance specified in Exhibit A. CONTRACTOR shall assign only competent personnel to perform Services pursuant to this Agreement. CONTRACTOR shall notify CITY in writing of any changes in CONTRACTOR's staff assigned to perform the Services required under this Agreement, prior to any such performance. In the event that CITY, at any time during the term of this Agreement, desires the removal of any person assigned by CONTRACTOR to perform Services pursuant to this Agreement, because CITY, in its sole discretion, determines that such person is not performing in accordance with the standards required herein, CONTRACTOR shall remove such person immediately upon receiving notice from CITY of the desire of CITY for the removal of such person.

**9. Term; Suspension; Termination.**

- A. This Agreement shall become effective on the date that it is approved by both parties, set forth on the first page of the Agreement, and shall continue in effect until both parties have fully performed their respective obligations under this Agreement, unless sooner terminated as provided herein.
- B. CITY shall have the right at any time to temporarily suspend CONTRACTOR's performance hereunder, in whole or in part, by giving a written notice of suspension to CONTRACTOR. If CITY gives such notice of suspension, CONTRACTOR shall immediately suspend its activities under this Agreement, as specified in such notice.
- C. CITY shall have the right to terminate this Agreement at any time by giving a written notice of termination to CONTRACTOR. If CITY gives such notice of termination, CONTRACTOR shall immediately cease rendering Services pursuant to this Agreement. If CITY terminates this Agreement:
  - (1) CONTRACTOR shall, not later than five days after such notice of termination, deliver to CITY copies of all information prepared pursuant to this Agreement.

- (2) CITY shall pay CONTRACTOR the reasonable value of Services rendered by CONTRACTOR prior to termination; provided, however, CITY shall not in any manner be liable for lost profits that might have been made by CONTRACTOR had the Agreement not been terminated or had CONTRACTOR completed the Services required by this Agreement. In this regard, CONTRACTOR shall furnish to CITY such financial information as in the judgment of the CITY is necessary for CITY to determine the reasonable value of the Services render by CONTRACTOR. The foregoing is cumulative and does not affect any right or remedy that CITY may have in law or equity.

**10. Indemnity.**

- A. Indemnity: CONTRACTOR shall defend, hold harmless and indemnify CITY, its officers and employees, and each and every one of them, from and against any and all actions, damages, costs, liabilities, claims, demands, losses, judgments, penalties, costs and expenses of every type and description, including, but not limited to, any fees and/or costs reasonably incurred by CITY's staff attorneys or outside attorneys and any fees and expenses incurred in enforcing this provision (hereafter collectively referred to as "Liabilities"), including but not limited to Liabilities arising from personal injury or death, damage to personal, real or intellectual property or the environment, contractual or other economic damages, or regulatory penalties, arising out of or in any way connected with performance of or failure to perform this Agreement by CONTRACTOR, any subcontractor or agent, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, whether or not (i) such Liabilities are caused in part by a party indemnified hereunder or (ii) such Liabilities are litigated, settled or reduced to judgment; provided that the foregoing indemnity does not apply to liability for any damage or expense for death or bodily injury to persons or damage to property to the extent arising from the sole negligence or willful misconduct of CITY, its agents, servants, or independent contractors who are directly responsible to CITY, except when such agents, servants, or independent contractors are under the direct supervision and control of CONTRACTOR.

- B. Insurance Policies; Intellectual Property Claims: The existence or acceptance by CITY of any of the insurance policies or coverages described in this Agreement shall not affect or limit any of CITY's rights under this Section 10, nor shall the limits of such insurance limit the liability of CONTRACTOR hereunder. This Section 10 shall not apply to any intellectual property claims, actions, lawsuits or other proceedings subject to the provisions of Section 7.B., above. The provisions of this Section 10 shall survive any expiration or termination of this Agreement.

**11. Insurance Requirements.** During the entire term of this Agreement, CONTRACTOR shall maintain the insurance coverage described in this Section 11.

Full compensation for all premiums that CONTRACTOR is required to pay for the insurance coverage described herein shall be included in the compensation specified for the Services

provided by CONTRACTOR under this Agreement. No additional compensation will be provided for CONTRACTOR's insurance premiums.

It is understood and agreed by the CONTRACTOR that its liability to the CITY shall not in any way be limited to or affected by the amount of insurance coverage required or carried by the CONTRACTOR in connection with this Agreement.

A. Minimum Scope & Limits of Insurance Coverage

- (1) Commercial General Liability Insurance, providing coverage at least as broad as ISO CGL Form 00 01 on an occurrence basis for bodily injury, including death, of one or more persons, property damage and personal injury, with limits of not less than one million dollars (\$1,000,000) per occurrence. The policy shall provide contractual liability and products and completed operations coverage for the term of the policy.
- (2) Automobile Liability Insurance providing coverage at least as broad as ISO Form CA 00 01 on an occurrence basis for bodily injury, including death, of one or more persons, property damage and personal injury, with limits of not less than one million dollars (\$1,000,000) per occurrence. The policy shall provide coverage for owned, non-owned and/or hired autos as appropriate to the operations of the CONTRACTOR.

No automobile liability insurance shall be required if CONTRACTOR completes the following certification:

"I certify that a motor vehicle will not be used in the performance of any work or services under this agreement." \_\_\_\_\_ (CONTRACTOR initials)

- (3) Workers' Compensation Insurance with statutory limits, and Employers' Liability Insurance with limits of not less than one million dollars (\$1,000,000). The Worker's Compensation policy shall include a waiver of subrogation for contracts involving construction or maintenance, or if required by the CITY by selecting the option below:

X Workers' Compensation waiver of subrogation in favor of the City is required for all work performed by the CONTRACTOR.

No Workers' Compensation insurance shall be required if CONTRACTOR completes the following certification:

"I certify that my business has no employees, and that I do not employ anyone. I am exempt from the legal requirements to provide Workers' Compensation insurance." \_\_\_\_\_ (CONTRACTOR initials)

B. Additional Insured Coverage

- (1) Commercial General Liability Insurance: The CITY, its officials, employees and volunteers shall be covered by policy terms or endorsement as additional insureds as respects general liability arising out of activities performed by or on behalf of CONTRACTOR, products and completed operations of CONTRACTOR, and premises owned, leased or used by CONTRACTOR. The general liability additional insured endorsement must be signed by an authorized representative of the insurance carrier for contracts involving construction or maintenance, or if required by the CITY by selecting the option below:

  X   Additional insured endorsement must be signed by an authorized representative of the insurance carrier.

If the policy includes a blanket additional insured endorsement or contractual additional insured coverage, the above signature requirement may be fulfilled by submitting that document with a signed declaration page referencing the blanket endorsement or policy form.

- (2) Automobile Liability Insurance: The CITY, its officials, employees and volunteers shall be covered by policy terms or endorsement as additional insureds as respects auto liability.

C. Other Insurance Provisions

The policies are to contain, or be endorsed to contain, the following provisions:

- (1) CONTRACTOR's insurance coverage shall be primary insurance as respects CITY, its officials, employees and volunteers. Any insurance or self-insurance maintained by CITY, its officials, employees or volunteers shall be in excess of CONTRACTOR's insurance and shall not contribute with it.
- (2) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to CITY, its officials, employees or volunteers.
- (3) Coverage shall state that 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.
- (4) CITY will be provided with thirty (30) days written notice of cancellation or material change in the policy language or terms.

D. Acceptability of Insurance

Insurance shall be placed with insurers with a Bests' rating of not less than A:V. Self-

insured retentions, policy terms or other variations that do not comply with the requirements of this Section 11 must be declared to and approved by the CITY Risk Management Division in writing prior to execution of this Agreement.

E. Verification of Coverage

- (1) CONTRACTOR shall furnish CITY with certificates and required endorsements evidencing the insurance required. The certificates and endorsements shall be forwarded to the CITY representative named in Exhibit A. Copies of policies shall be delivered to the CITY on demand. Certificates of insurance shall be signed by an authorized representative of the insurance carrier.
- (2) The CITY may withdraw its offer of contract or cancel this Agreement if the certificates of insurance and endorsements required have not been provided prior to execution of this Agreement. The CITY may withhold payments to CONTRACTOR and/or cancel the Agreement if the insurance is canceled or CONTRACTOR otherwise ceases to be insured as required herein.

F. Subcontractors

CONTRACTOR shall require and verify that all subcontractors maintain insurance coverage that meets the minimum scope and limits of insurance coverage specified in subsection A, above.

**12. Equal Employment Opportunity.** During the performance of this Agreement, CONTRACTOR, for itself, its assignees and successors in interest, agrees as follows:

- A. Compliance With Regulations: CONTRACTOR shall comply with the Executive Order 11246 entitled "Equal Opportunity in Federal Employment", as amended by Executive Order 11375 and 12086, and as supplemented in Department of Labor regulations (41 CFR Chapter 60), hereinafter collectively referred to as the "Regulations".
- B. Nondiscrimination: CONTRACTOR, with regards to the work performed by it after award and prior to completion of the work pursuant to this Agreement, shall not discriminate on the ground of race, color, religion, sex, national origin, age, marital status, physical handicap or sexual orientation in selection and retention of subcontractors, including procurement of materials and leases of equipment. CONTRACTOR shall not participate either directly or indirectly in discrimination prohibited by the Regulations.
- C. Solicitations for Subcontractors, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiations made by CONTRACTOR for work to be performed under any subcontract, including all procurement of materials or equipment, each potential subcontractor or supplier shall be notified by CONTRACTOR of CONTRACTOR's obligation under this Agreement and the Regulations relative to nondiscrimination on the ground of race, color, religion, sex, national origin, age, marital

status, physical handicap or sexual orientation.

D. Information and Reports: CONTRACTOR shall provide all information and reports required by the Regulations, or by any orders or instructions issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the CITY to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of CONTRACTOR is in the exclusive possession of another who fails or refuses to furnish this information, CONTRACTOR shall so certify to the CITY, and shall set forth what efforts it has made to obtain the information.

E. Sanctions for Noncompliance: In the event of noncompliance by CONTRACTOR with the nondiscrimination provisions of this Agreement, the CITY shall impose such sanctions as it may determine to be appropriate including, but not limited to:

- (1) Withholding of payments to CONTRACTOR under this Agreement until CONTRACTOR complies;
- (2) Cancellation, termination, or suspension of the Agreement, in whole or in part.

F. Incorporation of Provisions: CONTRACTOR shall include the provisions of subsections A through E, above, in every subcontract, including procurement of materials and leases of equipment, unless exempted by the Regulations, or by any order or instructions issued pursuant thereto. CONTRACTOR shall take such action with respect to any subcontract or procurement as the CITY may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, CONTRACTOR may request CITY to enter such litigation to protect the interests of CITY.

13. **Entire Agreement.** This document, including all Exhibits, contains the entire agreement between the parties and supersedes whatever oral or written understanding they may have had prior to the execution of this Agreement. No alteration to the terms of this Agreement shall be valid unless approved in writing by CONTRACTOR, and by CITY, in accordance with applicable provisions of the Sacramento City Code.

14. **Severability.** If any portion of this Agreement or the application thereof to any person or circumstance shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

15. **Waiver.** Neither CITY acceptance of, or payment for, any Service or Additional Service performed by CONTRACTOR, nor any waiver by either party of any default, breach or condition precedent, shall be construed as a waiver of any provision of this Agreement, nor as a waiver of any other default, breach or condition precedent or any other right hereunder.

16. **Enforcement of Agreement.** This Agreement shall be governed, construed and enforced in accordance with the laws of the State of California. Venue of any litigation arising out of or connected with this Agreement shall lie exclusively in the state trial court or Federal District Court located in Sacramento County in the State of California, and the parties consent to jurisdiction over their persons and over the subject matter of any such litigation in such courts, and consent to service of process issued by such courts.
17. **Assignment Prohibited.** The expertise and experience of CONTRACTOR are material considerations for this Agreement. CITY has a strong interest in the qualifications and capability of the persons and entities that will fulfill the obligations imposed on CONTRACTOR under this Agreement. In recognition of this interest, CONTRACTOR shall not assign any right or obligation pursuant to this Agreement without the written consent of the CITY. Any attempted or purported assignment without CITY's written consent shall be void and of no effect.
18. **Binding Effect.** This Agreement shall be binding on the heirs, executors, administrators, successors and assigns of the parties, subject to the provisions of Section 17, above.
19. **Use Tax Requirements.** During the performance of this Agreement, CONTRACTOR, for itself, its assignees and successors in interest, agrees as follows:
  - A. Use Tax Direct Payment Permit: For all leases and purchases of materials, equipment, supplies, or other tangible personal property used to perform the Contract or Agreement and shipped from outside California, the Contractor and any subcontractors leasing or purchasing such materials, equipment, supplies or other tangible personal property shall obtain a Use Tax Direct Payment Permit from the California State Board of Equalization ("SBE") in accordance with the applicable SBE criteria and requirements.
  - B. Sellers Permit: For any construction contract and any construction subcontract in the amount of \$5,000,000 or more, Contractor and the subcontractor(s) shall obtain sellers permits from the SBE and shall register the jobsite as the place of business for the purpose of allocating local sales and use tax to the City. Contractor and its subcontractors shall remit the self-accrued use tax to the SBE, and shall provide a copy of each remittance to the City.
  - C. The above provisions shall apply in all instances unless prohibited by the funding source for the Contract or Agreement.

## EXHIBIT E

### REQUIREMENTS OF THE NON-DISCRIMINATION IN EMPLOYEE BENEFITS CODE

#### INTRODUCTION

The Sacramento Non-Discrimination In Employee Benefits Code (the "Ordinance"), codified as Sacramento City Code Chapter 3.54, prohibits City contractors from discriminating in the provision of employee benefits between employees with spouses and employees with domestic partners, and between the spouses and domestic partners of employees.

#### APPLICATION

The provisions of the Ordinance apply to any contract or agreement (as defined below), between a Contractor and the City of Sacramento, in an amount exceeding \$100,000.00. The Ordinance applies to that portion of a contractor's operations that occur: (i) within the City of Sacramento; (ii) on real property outside the City of Sacramento if the property is owned by the City or if the City has a right to occupy the property; or (iii) at any location where a significant amount of work related to a City contract is being performed.

The Ordinance does not apply: to subcontractors or subcontracts of any Contractor or contractors; to transactions entered into pursuant to cooperative purchasing agreements approved by the Sacramento City Council; to legal contracts of other governmental jurisdictions or public agencies without separate competitive bidding by the City; where the requirements of the ordinance will violate or are inconsistent with the terms or conditions of a grant, subvention or agreement with a public agency or the instructions of an authorized representative of any such agency with respect to any such grant, subvention or agreement; to permits for excavation or street construction; or to agreements for the use of City right-of-way where a contracting utility has the power of eminent domain.

#### DEFINITIONS

As set forth in the Ordinance, the following definitions apply:

"Contract" means an agreement for public works or improvements to be performed, or for goods or services to be purchased or grants to be provided, at the expense of the City or to be paid out of moneys deposited in the treasury or out of the trust money under the control or collected by the City. "Contract" also means a written agreement for the exclusive use ("exclusive use" means the right to use or occupy real property to the exclusion of others, other than the right reserved by the fee owner) or occupancy of real property for a term exceeding 29 days in any calendar year, whether by singular or cumulative instrument, (i) for the operation or use by others of real property owned or controlled by the City for the operation of a business, social, or other establishment or organization, including leases, concessions, franchises and easements, or (ii) for the City's use or occupancy of real property owned by others, including leases, concessions, franchises and easements.

“Contract” shall not include: a revocable at-will use or encroachment permit for the use of or encroachment on City property regardless of the ultimate duration of such permit; excavation, street construction or street use permits; agreements for the use of City right-of-way where a contracting utility has the power of eminent domain; or agreements governing the use of City property that constitute a public forum for activities that are primarily for the purpose of espousing or advocating causes or ideas and that are generally protected by the First Amendment to the United States Constitution or that are primarily recreational in nature.

“Contractor” means any person or persons, firm, partnership, corporation, company, or combination thereof, that enters into a Contract with the City. “Contractor” does not include a public entity.

“Domestic Partner” means any person who has a currently registered domestic partnership with a governmental entity pursuant to state or local law authorizing the registration.

“Employee Benefits” means bereavement leave; disability, life, and other types of insurance; family medical leave; health benefits; membership or membership discounts; moving expenses; pension and retirement benefits; vacation; travel benefits; and any other benefit given to employees. “Employee benefits” shall not include benefits to the extent that the application of the requirements of this chapter to such benefits may be preempted by federal or state.

#### **CONTRACTOR’S OBLIGATION TO PROVIDE THE CITY WITH DOCUMENTATION AND INFORMATION**

Contractor shall provide the City with documentation and information verifying its compliance with the requirements of the Ordinance within ten (10) days of receipt of a request from the City. Contractors shall keep accurate payroll records, showing, for each City Contract, the employee’s name, address, Social Security number, work classification, straight time pay rate, overtime pay rate, overtime hours worked, status and exemptions, and benefits for each day and pay period that the employee works on the City Contract. Each request for payroll records shall be accompanied by an affidavit to be completed and returned by the Contractor, as stated, attesting that the information contained in the payroll records is true and correct, and that the Contractor has complied with the requirements of the Ordinance. A violation of the Ordinance or noncompliance with the requirements of the Ordinance shall constitute a breach of contract.

#### **EMPLOYER COMPLIANCE CERTIFICATE AND NOTICE REQUIREMENTS**

(a) All contractors seeking a Contract subject to the Ordinance shall submit a completed Declaration of Compliance Form, signed by an authorized representative, with each proposal, bid or application. The Declaration of Compliance shall be made a part of the executed contract, and will be made available for public inspection and copying during regular business hours.

(b) The Contractor shall give each existing employee working directly on a City contract, and (at the time of hire), each new employee, a copy of the notification provided as Attachment “A.”

(c) Contractor shall post, in a place visible to all employees, a copy of the notice provided as Attachment "B."

Attachment A



**YOUR RIGHTS UNDER THE CITY OF SACRAMENTO’S NON-DISCRIMINATION IN EMPLOYEE BENEFITS CODE**

On ..... (date), your employer (the “Employer”) entered into a contract with the City of Sacramento (the “City”) for ..... (contract details), and as a condition of that contract, agreed to abide by the requirements of the City’s Non-Discrimination In Employee Benefits Code (Sacramento City Code Section 3.54).

The Ordinance does not require the Employer to provide employee benefits. The Ordinance does require that if certain employee benefits are provided by the Employer, that those benefits be provided without discrimination between employees with spouses and employees with domestic partners, and without discrimination between the spouse or domestic partner of employees.

The Ordinance covers any employee working on the specific contract referenced above, but only for the period of time while those employees are actually working on this specific contract.

The included employee benefits are:

- Bereavement leave
- Disability, life and other types of insurance
- Family medical leave
- Health benefits
- Membership or membership discounts
- Moving expenses
- Pension and retirement benefits
- Vacation
- Travel benefits
- Any other benefits given to employees

(Employee Benefits does not include benefits that may be preempted by federal or state law.)

If you feel you have been discriminated or retaliated against by your employer in the terms and conditions of your application for employment, or in your employment, or in the application of these employee benefits, because of your status as an applicant or as an employee protected by the Ordinance, or because you reported a violation of the Ordinance, and after having exhausted all remedies with your employer,

**You May . . .**

- Submit a written complaint to the City of Sacramento, Contract Services Unit, containing the details of the alleged violation. The address is:

City of Sacramento  
Procurement Services Division  
5730 24<sup>th</sup> Street, Bldg. 1  
Sacramento, CA 95822

- Bring an action in the appropriate division of the Superior Court of the State of California against the Employer and obtain the following remedies:
  - Reinstatement, injunctive relief, compensatory damages and punitive damages
  - Reasonable attorney's fees and costs

## Attachment B



### **YOUR RIGHTS UNDER THE CITY OF SACRAMENTO'S NON-DISCRIMINATION IN EMPLOYEE BENEFITS CODE**

If your employer provides employee benefits, they must be provided to those employees working on a City of Sacramento contract without discriminating between employees with spouses and employees with domestic partners.

The included employee benefits are:

- Bereavement leave
- Disability, life and other types of insurance
- Family medical leave
- Health benefits
- Membership or membership discounts
- Moving expenses
- Pension and retirement benefits
- Vacation
- Travel benefits
- Any other benefits given to employees

If you feel you have been discriminated against by your employer . . .

#### **You May . . .**

- Submit a written complaint to the City of Sacramento, Contract Services Unit, containing the details of the alleged violation. The address is:  
  
City of Sacramento  
Procurement Services Division  
5730 24<sup>th</sup> Street, Bldg. 1  
Sacramento, CA 95822
- Bring an action in the appropriate division of the Superior Court of the State of California against the employer and obtain reinstatement, injunctive relief, compensatory damages, punitive damages and reasonable attorney's fees and costs.

#### **Discrimination and Retaliation Prohibited.**

If you feel you have been discriminated or retaliated against by your employer in the terms and conditions of your application for employment, or in your employment, because of your status as an applicant or as an employee protected by the Ordinance, or because you reported a violation of this Ordinance . . .

#### **You May Also . . .**

Submit a written complaint to the City of Sacramento, Contract Services Unit, at the same address, containing the details of the alleged violation.