

PROFESSIONAL CONSULTANT SERVICES AGREEMENT

ABB DE INC dba ABB

Control Systems Upgrade at Clearwater Power Plant

This PROFESSIONAL CONSULTANT SERVICES AGREEMENT ("Agreement") is made and entered into this _____ day of _____, 20____ ("Effective Date"), by and between the CITY OF RIVERSIDE, a California charter city and municipal corporation ("City"), and ABB DE INC., a Delaware corporation authorized to do business in California, doing business as ABB ("Consultant").

1. **Scope of Services.** City agrees to retain and does hereby retain Consultant and Consultant agrees to provide the services more particularly described in Exhibit "A," "Scope of Services" ("Services"), attached hereto and incorporated herein by reference, in conjunction with Clearwater Power Plant S+ Server Replacement ("Project").

2. **Term.** This Agreement shall be effective on the date first written above and shall remain in effect until July 31, 2028, unless otherwise terminated pursuant to the provisions herein.

3. **Compensation/Payment.** Consultant shall perform the Services under this Agreement for the total sum not to exceed One Million Six Hundred Forty Thousand Nine Hundred Seventy-One Dollars and Seventeen Cents (\$1,640,971.17) payable in accordance with the terms set forth in Exhibit "B." Said payment shall be made in accordance with City's usual accounting procedures upon receipt and approval of an itemized invoice setting forth the services performed. The invoices shall be delivered to City at the address set forth in Section 4 hereof.

4. **Notices.** Any notices required to be given, hereunder shall be in writing and shall be personally served or given by mail. Any notice given by mail shall be deemed given when deposited in the United States Mail, certified and postage prepaid, addressed to the party to be served as follows:

To City

Riverside Public Utilities
City of Riverside
Attn: Jessica Spiking
3900 Main Street
Riverside, CA 92522

To Consultant

ABB Inc.
Attn: Brett Walmsley
23000 Harvard Road
Cleveland, OH 44122

5. **Prevailing Wage.** If applicable, Consultant and all subcontractors are required to pay the general prevailing wage rates of per diem wages and overtime and holiday wages determined by the Director of the Department of Industrial Relations under Section 1720 et seq. of the California Labor Code and implemented by Resolution No. 13346 of the City Council of the City of Riverside. The Director's determination is available on-line at www.dir.ca.gov/dlsr/DPreWageDetermination.htm and is referred to and made a part hereof; the

wage rates therein ascertained, determined, and specified are referred to and made a part hereof as though fully set forth herein.

6. **Contract Administration.** A designee of the City will be appointed in writing by the City Manager or Department Director to administer this Agreement on behalf of City and shall be referred to herein as Contract Administrator.

7. **Standard of Performance.** While performing the Services, Consultant shall exercise the reasonable professional care and skill customarily exercised by reputable members of Consultant's profession practicing in the Metropolitan Southern California Area and shall use reasonable diligence and best judgment while exercising its professional skill and expertise.

8. **Personnel.** Consultant shall furnish all personnel necessary to perform the Services and shall be responsible for their performance and compensation. Consultant recognizes that the qualifications and experience of the personnel to be used are vital to professional and timely completion of the Services. The key personnel listed in Exhibit "C" attached hereto and incorporated herein by this reference and assigned to perform portions of the Services shall remain assigned through completion of the Services, unless otherwise mutually agreed by the parties in writing, or caused by hardship or resignation in which case substitutes shall be subject to City approval.

9. **Assignment and Subcontracting.** Neither party shall assign any right, interest, or obligation in or under this Agreement to any other entity without prior written consent of the other party. In any event, no assignment shall be made unless the assignee expressly assumes the obligations of assignor under this Agreement, in a writing satisfactory to the parties. Consultant acknowledges that any assignment may, at the City's sole discretion, require City Manager and/or City Council approval. Consultant shall not subcontract any portion of the work required by this Agreement without prior written approval by the responsible City Contract Administrator. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement, including without limitation, the insurance obligations set forth in Section 12. The Consultant acknowledges and agrees that the City is an intended beneficiary of any work performed by any subcontractor for purposes of establishing a duty of care between any subcontractor and the City.

10. **Independent Contractor.** In the performance of this Agreement, Consultant, and Consultant's employees, subcontractors and agents, shall act in an independent capacity as independent contractors, and not as officers or employees of the City of Riverside. Consultant acknowledges and agrees that the City has no obligation to pay or withhold state or federal taxes or to provide workers' compensation or unemployment insurance to Consultant, or to Consultant's employees, subcontractors and agents. Consultant, as an independent contractor, shall be responsible for any and all taxes that apply to Consultant as an employer.

11. Indemnification.

11.1 Design Professional Defined. For purposes of this Agreement, "Design Professional" includes the following:

- A. An individual licensed as an architect pursuant to Chapter 3 (commencing with Section 5500) of Division 3 of the Business and Professions Code, and a business entity offering architectural services in accordance with that chapter.
- B. An individual licensed as a landscape architect pursuant to Chapter 3.5 (commencing with Section 5615) of Division 3 of the Business and Professions Code, and a business entity offering landscape architectural services in accordance with that chapter.
- C. An individual registered as a professional engineer pursuant to Chapter 7 (commencing with Section 6700) of Division 3 of the Business and Professions Code, and a business entity offering professional engineering services in accordance with that chapter.
- D. An individual licensed as a professional land surveyor pursuant to Chapter 15 (commencing with Section 8700) of Division 3 of the Business and Professions Code, and a business entity offering professional land surveying services in accordance with that chapter.

11.2 Defense Obligation For Design Professional Liability. Consultant agrees, at its cost and expense, to promptly defend the City, and the City's employees, officers, managers, agents and council members (collectively the "Parties to be Defended") from and against any and all claims, allegations, lawsuits, arbitration proceedings, administrative proceedings, regulatory proceedings, or other legal proceedings to the extent the same arise out of, pertain to, or relate to the negligence, recklessness or willful misconduct of Consultant, or anyone employed by or working under the Consultant or for services rendered to the Consultant in the performance of the Agreement, notwithstanding that the City may have benefited from its work or services and whether or not caused in part by the negligence of an Indemnified Party. Consultant agrees to provide this defense immediately upon written notice from the City, and with well qualified, adequately insured and experienced legal counsel acceptable to City. Consultant will reimburse City for reasonable defense costs for claims arising out of Consultant's professional negligence based on the percentage of Consultant's liability. This obligation to defend as set forth herein is binding on the successors, assigns and heirs of Consultant and shall survive the termination of Consultant's Services under this Agreement.

11.3 Indemnity For Design Professional Liability. When the law establishes a professional standard of care for Consultant's services, to the fullest extent permitted by law, Consultant shall indemnify, protect and hold harmless the City and the City's employees, officers, managers, agents, and Council Members ("Indemnified Parties") from and against any and all claim for damage, charge, lawsuit, action, judicial, administrative, regulatory or arbitration proceeding, damage, cost, expense (including counsel and expert fees), judgment, civil fines and penalties, liabilities or losses of any kind or nature whatsoever to the extent the same arise out of, pertain to, or

relate to the negligence, recklessness or willful misconduct of Consultant, or anyone employed by or working under the Consultant or for services rendered to the Consultant in the performance of the Agreement, notwithstanding that the City may have benefited from its work or services and whether or not caused in part by the negligence of an Indemnified Party.

11.4 Defense Obligation For Other Than Design Professional Liability.

Consultant agrees, at its cost and expense, to promptly defend the City, and the City's employees, officers, managers, agents and council members (collectively the "Parties to be Defended") from and against any and all claims, allegations, lawsuits, arbitration proceedings, administrative proceedings, regulatory proceedings, or other legal proceedings which arise out of, or relate to, or are in any way connected with: 1) the Services, work, activities, operations, or duties of the Consultant, or of anyone employed by or working under the Consultant, or 2) any breach of the Agreement by the Consultant. This duty to defend shall apply whether or not such claims, allegations, lawsuits or proceedings have merit or are meritless, or which involve claims or allegations that any or all of the Parties to be Defended were actively, passively, or concurrently negligent, or which otherwise assert that the Parties to be Defended are responsible, in whole or in part, for any loss, damage or injury. Consultant agrees to provide this defense immediately upon written notice from the City, and with well qualified, adequately insured and experienced legal counsel acceptable to City. This obligation to defend as set forth herein is binding on the successors, assigns and heirs of Consultant and shall survive the termination of Consultant's Services under this Agreement.

11.5 Indemnity For Other Than Design Professional Liability. Except as to the sole negligence or willful misconduct of the City, Consultant agrees to indemnify, protect and hold harmless the Indemnified Parties from and against any claim for damage, charge, lawsuit, action, judicial, administrative, regulatory or arbitration proceeding, damage, cost, expense (including counsel and expert fees), judgment, civil fine and penalties, liabilities or losses of any kind or nature whatsoever whether actual, threatened or alleged, which arise out of, pertain to, or relate to, or are a consequence of, or are attributable to, or are in any manner connected with the performance of the Services, work, activities, operations or duties of the Consultant, or anyone employed by or working under the Consultant or for services rendered to Consultant in the performance of this Agreement, notwithstanding that the City may have benefited from its work or services. This indemnification provision shall apply to any acts, omissions, negligence, recklessness, or willful misconduct, whether active or passive, on the part of the Consultant or anyone employed or working under the Consultant.

12. Insurance.

12.1 General Provisions. Prior to the City's execution of this Agreement, Consultant shall provide satisfactory evidence of, and shall thereafter maintain during the term of this Agreement, such insurance policies and coverages in the types, limits, forms and ratings required herein. The rating and required insurance policies and coverages may be modified in writing by the City's Risk Manager or City Attorney, or a designee, unless such modification is prohibited by law.

12.1.1 Limitations. These minimum amounts of coverage shall not constitute any limitation or cap on Consultant's indemnification obligations under Section 11 hereof.

12.1.2 Ratings. Any insurance policy or coverage provided by Consultant or subcontractors as required by this Agreement shall be deemed inadequate and a material breach of this Agreement, unless such policy or coverage is issued by insurance companies authorized to transact insurance business in the State of California with a policy holder's rating of A or higher and a Financial Class of VII or higher.

12.1.3 Cancellation. The policies shall not be canceled unless thirty (30) days' prior written notification of intended cancellation has been given to City by certified or registered mail, postage prepaid.

12.1.4 Adequacy. The City, its officers, employees and agents make no representation that the types or limits of insurance specified to be carried by Consultant pursuant to this Agreement are adequate to protect Consultant. If Consultant believes that any required insurance coverage is inadequate, Consultant will obtain such additional insurance coverage as Consultant deems adequate, at Consultant's sole expense.

12.2 Workers' Compensation Insurance. By executing this Agreement, Consultant certifies that Consultant is aware of and will comply with Section 3700 of the Labor Code of the State of California requiring every employer to be insured against liability for workers' compensation, or to undertake self-insurance before commencing any of the work. Consultant shall carry the insurance or provide for self-insurance required by California law to protect said Consultant from claims under the Workers' Compensation Act. Prior to City's execution of this Agreement, Consultant shall file with City either 1) a certificate of insurance showing that such insurance is in effect, or that Consultant is self-insured for such coverage, or 2) a certified statement that Consultant has no employees, and acknowledging that if Consultant does employ any person, the necessary certificate of insurance will immediately be filed with City. Any certificate filed with City shall provide that City will be given ten (10) days' prior written notice before modification or cancellation thereof.

12.3 Commercial General Liability and Automobile Insurance. Prior to City's execution of this Agreement, Consultant shall obtain, and shall thereafter maintain during the term of this Agreement, commercial general liability insurance and automobile liability insurance as required to insure Consultant against damages for personal injury, including accidental death, as well as from claims for property damage, which may arise from or which may concern operations by anyone directly or indirectly employed by, connected with, or acting for or on behalf of Consultant. The City, and its officers, employees and agents, shall be named as additional insureds under the Consultant's insurance policies.

12.3.1 Consultant's commercial general liability insurance policy shall cover both bodily injury (including death) and property damage (including, but not limited to, premises operations liability, products-completed operations liability, independent contractor's liability, personal injury liability, and contractual liability) in an amount not less than \$1,000,000 per occurrence and a general aggregate limit in the amount of not less than \$2,000,000.

12.3.2 Consultant's automobile liability policy shall cover both bodily injury and property damage in an amount not less than \$1,000,000 per occurrence and an aggregate limit of not less than \$1,000,000. All of Consultant's automobile and/or commercial general liability

insurance policies shall cover all vehicles used in connection with Consultant's performance of this Agreement, which vehicles shall include, but are not limited to, Consultant owned vehicles, Consultant leased vehicles, Consultant's employee vehicles, non-Consultant owned vehicles and hired vehicles.

12.3.3 Prior to City's execution of this Agreement, copies of insurance policies or original certificates along with additional insured endorsements acceptable to the City evidencing the coverage required by this Agreement, for both commercial general and automobile liability insurance, shall be filed with City and shall include the City and its officers, employees and agents, as additional insureds. Said policies shall be in the usual form of commercial general and automobile liability insurance policies, but shall include the following provisions:

It is agreed that the City of Riverside, and its officers, employees and agents, are added as additional insureds under this policy, solely for work done by and on behalf of the named insured for the City of Riverside.

12.3.4 The insurance policy or policies shall also comply with the following provisions:

- a. The policy shall be endorsed to waive any right of subrogation against the City and its sub-consultants, employees, officers and agents for services performed under this Agreement.
- b. If the policy is written on a claims-made basis, the certificate should so specify and the policy must continue in force for one year after completion of the services. The retroactive date of coverage must also be listed.
- c. The policy shall specify that the insurance provided by Consultant will be considered primary and not contributory to any other insurance available to the City and Endorsement No. CG 20010413 shall be provided to the City.

12.4 **Errors and Omissions Insurance.** Prior to City's execution of this Agreement, Consultant shall obtain, and shall thereafter maintain during the term of this Agreement, errors and omissions professional liability insurance in the minimum amount of \$1,000,000 to protect the City from claims resulting from the Consultant's activities.

12.5 **Subcontractors' Insurance.** Consultant shall require all of its subcontractors to carry insurance, in an amount sufficient to cover the risk of injury, damage or loss that may be caused by the subcontractors' scope of work and activities provided in furtherance of this Agreement, including, but without limitation, the following coverages: Workers Compensation, Commercial General Liability, Errors and Omissions, and Automobile liability. Upon City's request, Consultant shall provide City with satisfactory evidence that Subcontractors have obtained insurance policies and coverages required by this section.

13. **Business Tax.** Consultant understands that the Services performed under this Agreement constitutes doing business in the City of Riverside, and Consultant agrees that Consultant will register for and pay a business tax pursuant to Chapter 5.04 of the Riverside Municipal Code and keep such tax certificate current during the term of this Agreement.

14. **Time of Essence.** Time is of the essence for each and every provision of this Agreement.

15. **City's Right to Employ Other Consultants.** City reserves the right to employ other Consultants in connection with the Project. If the City is required to employ another consultant to complete Consultant's work, due to the failure of the Consultant to perform, or due to the breach of any of the provisions of this Agreement, the City reserves the right to seek reimbursement from Consultant.

16. **Accounting Records.** Consultant shall maintain complete and accurate records with respect to costs incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

17. **Confidentiality.** All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other materials either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant, except as otherwise directed by City's Contract Administrator. Nothing furnished to Consultant which is otherwise known to the Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use City's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production, website, or other similar medium without the prior written consent of the City.

18. **Ownership of Documents.** All reports, maps, drawings and other contract deliverables prepared under this Agreement by Consultant shall be and remain the property of City. Consultant shall not release to others information furnished by City without prior express written approval of City.

19. **Copyrights.** Consultant agrees that any work prepared for City which is eligible for copyright protection in the United States or elsewhere shall be a work made for hire. If any such work is deemed for any reason not to be a work made for hire, Consultant assigns all right, title and interest in the copyright in such work, and all extensions and renewals thereof, to City, and agrees to provide all assistance reasonably requested by City in the establishment, preservation and enforcement of its copyright in such work, such assistance to be provided at City's expense but without any additional compensation to Consultant. Consultant agrees to waive all moral rights relating to the work developed or produced, including without limitation any and all rights of identification of authorship and any and all rights of approval, restriction or limitation on use or subsequent modifications.

20. **Conflict of Interest.** Consultant, for itself and on behalf of the individuals listed in Exhibit "C," represents and warrants that by the execution of this Agreement, they have no interest, present or contemplated, in the Project affected by the above-described Services. Consultant further warrants that neither Consultant, nor the individuals listed in Exhibit "C" have any real property, business interests or income interests that will be affected by this project or, alternatively, that Consultant will file with the City an affidavit disclosing any such interest.

21. **Solicitation.** Consultant warrants that Consultant has not employed or retained any person or agency to solicit or secure this Agreement, nor has it entered into any agreement or understanding for a commission, percentage, brokerage, or contingent fee to be paid to secure this Agreement. For breach of this warranty, City shall have the right to terminate this Agreement without liability and pay Consultant only for the value of work Consultant has actually performed, or, in its sole discretion, to deduct from the Agreement price or otherwise recover from Consultant the full amount of such commission, percentage, brokerage or commission fee. The remedies specified in this section shall be in addition to and not in lieu of those remedies otherwise specified in this Agreement.

22. **General Compliance With Laws.** Consultant shall keep fully informed of federal, state and local laws and ordinances and regulations which in any manner affect those employed by Consultant, or in any way affect the performance of services by Consultant pursuant to this Agreement. Consultant shall at all times observe and comply with all such laws, ordinances and regulations, and shall be solely responsible for any failure to comply with all applicable laws, ordinances and regulations. Consultant represents and warrants that Consultant has obtained all necessary licenses to perform the Scope of Services and that such licenses are in good standing. Consultant further represents and warrants that the services provided herein shall conform to all ordinances, policies and practices of the City of Riverside.

23. **Waiver.** No action or failure to act by the City shall constitute a waiver of any right or duty afforded City under this Agreement, nor shall any such action or failure to act constitute approval of or acquiescence in any breach thereunder, except as may be specifically, provided in this Agreement or as may be otherwise agreed in writing.

24. **Amendments.** This Agreement may be modified or amended only by a written agreement and/or change order executed by the Consultant and City.

25. **Termination.** City, by notifying Consultant in writing, shall have the right to terminate any or all of Consultant's services and work covered by this Agreement at any time. In the event of such termination, Consultant may submit Consultant's final written statement of the amount of Consultant's services as of the date of such termination based upon the ratio that the work completed bears to the total work required to make the report complete, subject to the City's rights under Sections 15 and 26 hereof. In ascertaining the work actually rendered through the termination date, City shall consider completed work, work in progress and complete and incomplete reports and other documents only after delivered to City.

25.1 Other than as stated below, City shall give Consultant thirty (30) days' prior written notice prior to termination.

25.2 City may terminate this Agreement upon fifteen (15) days' written notice to Consultant, in the event:

25.2.1 Consultant substantially fails to perform or materially breaches the Agreement; or

25.2.2 City decides to abandon or postpone the Project.

26. **Offsets.** Consultant acknowledges and agrees that with respect to any business tax or penalties thereon, utility charges, invoiced fee or other debt which Consultant owes or may owe to the City, City reserves the right to withhold and offset said amounts from payments or refunds or reimbursements owed by City to Consultant. Notice of such withholding and offset, shall promptly be given to Consultant by City in writing. In the event of a dispute as to the amount owed or whether such amount is owed to the City, City will hold such disputed amount until either the appropriate appeal process has been completed or until the dispute has been resolved.

27. **Successors and Assigns.** This Agreement shall be binding upon City and its successors and assigns, and upon Consultant and its permitted successors and assigns, and shall not be assigned by Consultant, either in whole or in part, except as otherwise provided in paragraph 9 of this Agreement.

28. **Venue.** Any action at law or in equity brought by either of the parties hereto for the purpose of enforcing a right or rights provided for by this Agreement shall be tried in the Superior Court, County of Riverside, State of California, and the parties hereby waive all provisions of law providing for a change of venue in such proceedings to any other county. In the event either party hereto shall bring suit to enforce any term of this Agreement or to recover any damages for and on account of the breach of any term or condition of this Agreement, it is mutually agreed that each party will bear their own attorney's fees and costs.

29. **Nondiscrimination.** During Consultant's performance of this Agreement, Consultant shall not discriminate on the grounds of race, religious creed, color, national origin, ancestry, age, physical disability, mental disability, medical condition, including the medical condition of Acquired Immune Deficiency Syndrome (AIDS) or any condition related thereto, marital status, sex, genetic information, gender, gender identity, gender expression, or sexual orientation, military and veteran status, in the selection and retention of employees and subcontractors and the procurement of materials and equipment, except as provided in Section 12940 of the California Government Code. Further, Consultant agrees to conform to the requirements of the Americans with Disabilities Act in the performance of this Agreement.

30. **Severability.** Each provision, term, condition, covenant and/or restriction, in whole and in part, of this Agreement shall be considered severable. In the event any provision, term, condition, covenant and/or restriction, in whole and/or in part, of this Agreement is declared invalid, unconstitutional, or void for any reason, such provision or part thereof shall be severed from this Agreement and shall not affect any other provision, term, condition, covenant and/or restriction of this Agreement, and the remainder of the Agreement shall continue in full force and effect.

31. **Authority.** The individuals executing this Agreement and the instruments referenced herein on behalf of Consultant each represent and warrant that they have the legal power, right and actual authority to bind Consultant to the terms and conditions hereof and thereof.

32. **Entire Agreement.** This Agreement constitutes the final, complete, and exclusive statement of the terms of the agreement between the parties pertaining to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings or agreements of the parties. Neither party has been induced to enter into this Agreement by and neither party is relying on, any representation or warranty outside those expressly set forth in this Agreement.

33. **Digital and Counterpart Signatures.** Each party to this Agreement intends and agrees to the use of digital signatures that meet the requirements of the California Uniform Electronic Transactions Act (Civil Code §§ 1633.1, et seq.), California Government Code § 16.5, and California Code of Regulations Title 2 Division 7 Chapter 10, to execute this Agreement. The parties further agree that the digital signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures for purposes of validity, enforceability, and admissibility. For purposes of this section, a "digital signature" is defined in subdivision (d) of Section 16.5 of the Government Code and is a type of "electronic signature" as defined in subdivision (h) of Section 1633.2 of the Civil Code. This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each certified or authenticated electronic copy of an encrypted digital signature shall be deemed a duplicate original, constituting one and the same instrument and shall be binding on the parties hereto.

34. **Interpretation.** City and Consultant acknowledge and agree that this Agreement is the product of mutual arms-length negotiations and accordingly, the rule of construction, which provides that the ambiguities in a document shall be construed against the drafter of that document, shall have no application to the interpretation and enforcement of this Agreement.

34.1 Titles and captions are for convenience of reference only and do not define, describe or limit the scope or the intent of the Agreement or any of its terms. Reference to section numbers, are to sections in the Agreement unless expressly stated otherwise.

34.2 This Agreement shall be governed by and construed in accordance with the laws of the State of California in effect at the time of the execution of this Agreement.

34.3 In the event of a conflict between the body of this Agreement and Exhibit "A" - Scope of Services hereto, the terms contained in Exhibit "A" shall be controlling.

35. **Exhibits.** The following exhibits attached hereto are incorporated herein to this Agreement by this reference:

Exhibit "A" - Scope of Services
Exhibit "B" - Compensation
Exhibit "C" - Key Personnel

[SIGNATURES ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, City and Consultant have caused this Professional Consultant Services Agreement to be duly executed the day and year first above written.

CITY OF RIVERSIDE, a California
charter city and municipal corporation

ABB DE INC., a Delaware corporation
authorized to do business in California, doing
business as ABB

By: _____
Mike Futrell
City Manager

By: _____
Print Name: MARK ZYSKOWSKI
Title: V.P. SALES USA.

Attest: _____
Donesia Gause
City Clerk

and
By: _____
Print Name: EDUARDO GARCIA DE BERNARDIS
Title: ABB US Controller.

Certified as to Availability of Funds:

By: _____
~~Asst.~~ Chief Financial Officer

APPROVED AS TO FORM:
By: _____
Ruthann M. Salera
Senior Deputy City Attorney

EXHIBIT "A"

SCOPE OF SERVICES



City of Riverside
Public Utilities, Power Resources-Generation
Clearwater Power Plant
2201 Railroad St.
Corona, CA 92880

Date: 06/11/2025

Dear Mr. Atkisson and Mr. Perez,

The pricing summary for the S+ HMI Upgrade, DCS Evolution, and Industry Care can be seen in the table below. The agreement on terms and conditions and supplemental conditions have been included as well.

Description	Proposal Reference Number	Price
S+ HMI Upgrade	20352049 Revision 07 Supplement 02	\$525,499.17 \$6,087.12 (Sales Tax Included)
DCS Evolution (Base Scope)	SAN-241125-1 Revision 02 Supp 1	\$774,987.00 \$39,872.00 (Sales Tax Included)
ABB Industry Care	EAS-241218-1 Rev 03	\$210,485.00
	Total	\$1,510,971.17
Contingency Funds**	Total	\$130,000.00
	Grand Total	\$1,640,971.17

** Contingency funds to be used at the sole discretion of the City of Riverside. If additional scope is identified, ABB will bill the City of Riverside at the applicable rates per Appendix B – ABB US Service Standard Rate Sheet – 2025. Written authorization must be given and received prior to utilization of these funds. The funds will remain the property of the City of Riverside if not consumed.

Note: Detailed scope and pricing information can be seen in each proposal document.



Savings

Software

Under the software maintenance of ABB Industry Care, the City of Riverside Clearwater is receiving free software normally sold for **\$151,550.00**.

Hardware

Hardware

New	Description
Symphony Plus Harmony (Rack)	10% discount (0.90 of list)
Symphony Plus (DIN)	10% discount (0.90 of list)

Also included as a part of ABB Industry Care is a 10% hardware discount for the equipment in the DCS Evolution combined phases. This totals approximately **\$41,000.00** in savings plus an additional **\$4,700.00** approximate savings for the spares.

Commercial

Terms and Conditions of Sale:

The Terms and Conditions of this proposal are based on the **ABB INC./CITY OF RIVERSIDE, CA GENERAL TERMS AND CONDITIONS OF SALE**. Other than the additional terms set forth below which are required by the specific services to be included, no other terms and conditions shall apply.

Supplemental Conditions:

Market Volatility Clause

The Parties are aware of the challenges related to outbreaks, epidemics, war (declared or undeclared), government regulations and acts of governmental authorities (including sanctions), civil unrest, and general shortages of electronic components and elements, market volatility, availability and cost of raw materials, commodities, as well as the shortage and market fluctuation of logistic/transportation availability, costs and



capacities that may impact the normal business activity and cost of performance, the delivery [schedule(s)/dates] and/or the execution of the scope or performance of the Services, the impacts of which are currently unknown. Notwithstanding anything in this agreement to the contrary, if as a result of any of the above aforementioned events, the costs of Seller's performance increase or Seller 's performance obligations are materially adversely affected or delayed, the Parties in the spirit of cooperation, will work together in good faith and within a reasonable time after the invocation of this Clause, to negotiate alternative contractual terms in terms of equitable adjustments to delivery [schedules/dates], pricing and/or possible reductions of the contractually owed quantity of the Equipment and / or Services to be delivered to Purchaser. The aforementioned shall be performed with a view to employing reasonable efforts to ensure that this agreement can be at least fulfilled in part.

Each Party waives any claim against the other Party either for direct damages and/or loss of profits and/or indirect and/or intermediate and/or consequential and/or punitive damages, penalties and/or liquidated damages arising from or anyhow connected with any of the challenges listed above. If any dispute or difference arises between the Parties, the Parties hereto shall endeavor to settle such dispute amicably.

Any contract, order acceptance or order confirmation by Seller is entered into and made subject and conditioned to the above terms, which the Parties recognize as fundamental conditions of any such agreement within the Parties.

Disclaimer

To comply with ABB policy and U.S. Government Federal Acquisition Regulations, including Export Control Regulations, and U.S. state and municipal laws and regulations for government sales (collectively "U.S. Government"), any inquiry, request for quote, or order ultimately intended for U.S. Government purchase or export must be properly disclosed, all requirements submitted, and documents identified as "for export" must include the ultimate destination country, the ultimate end user, and end use. These orders must be identified to ABB who will coordinate within ABB for a compliance check. To be clear, for all U.S. Government sales Purchaser has a duty to disclose the ultimate end-user and destination of all orders, and provide all relevant documents, including reporting to ABB those that are to be exported from the US. Purchaser shall indemnify, defend, and hold harmless ABB from and against any and all damages that may arise from Purchaser's breach of this provision.

Integrity Provisions

Applicable Integrity Laws means:

- (i) *Anti-bribery and anti-corruption laws*: including U.S. Foreign Corrupt Practices Act 1977 (as amended), UK Bribery Act 2010 (as amended), any legislation enacting the principles of the OECD Convention on Combating Bribery of Foreign Officials and any other applicable laws, rules, regulations, decrees and/or official governmental orders relating to anti-corruption, anti-money laundering and anti-tax evasion in relevant jurisdictions (collectively "**Anti-Bribery & Corruption Laws**"); and

- (ii) *Sanctions and trade control laws and regulations*: any applicable laws, regulations, or administrative or regulatory decisions or guidelines that sanction, prohibit or restrict certain activities including, but not limited to, (i) import, export, re-export, transfer, or trans-shipment of goods, services, technology, or software; (ii) financing of, investment in, or direct or indirect transactions or dealings with certain countries, territories, regions, governments, projects, or specifically designated persons or entities, including any future amendments to these provisions; or (iii) any other laws, regulations, administrative or regulatory decisions, or guidelines adopted, maintained, or enforced by any Sanctions Agency on or after the date of this Agreement (collectively, "**Trade Control Laws**"); and
- (iii) *Human rights and anti-modern slavery laws*: including The Universal Declaration of Human Rights, the UN Guiding Principles on Business and Human Rights, the OECD Guidelines for Multinational Enterprises, the ILO Core Conventions on Labor Standards, the UK Modern Slavery Act and other similar human rights, anti-human trafficking and anti-modern slavery laws and regulations (collectively, "**Human Rights Laws**").

Sanctions Agency means any governmental or regulatory body, instrumentality, authority, institution, agency or court that promulgates or administers Trade Control Laws including, but not limited to, the aforementioned governmental and regulatory bodies of (i) the United Nations, (ii) the United States of America (including the U.S. Department of Treasury Office of Foreign Assets Control, U.S. Department of State and U.S. Department of Commerce), (iii) the European Union or (iv) Switzerland.

Restricted Person means any entity or person included on a list (including U.S. and EU lists) of targeted parties, blocked parties, or persons subject to asset-freezing or other restrictions introduced under any applicable Trade Control Laws (and includes any entity that is directly or indirectly owned fifty (50) percent or more, in the aggregate or individually, or otherwise controlled by any Restricted Person).

1. Both Parties will comply with all Applicable Integrity Laws in connection with this Agreement. Both Parties shall also ensure that their respective employees, officers, directors, and any affiliates or third parties engaged in any manner in relation to the Agreement shall undertake to comply with all Applicable Integrity Laws and the requirements set out in this Clause in connection with this Agreement. Both Parties confirm that they have not violated, shall not violate, and shall not cause the other Party to violate, any Applicable Integrity Laws in connection with this Agreement.
2. Each Party represents and warrants that, to the best of its knowledge, at the date of this Agreement neither it, nor any of their respective directors or officers are a Restricted Party. Each Party agrees that it shall promptly notify the other Party if it becomes a Restricted Party.
3. If, as a result of Trade Control Laws issued or amended after the date of this Agreement, (i) the Company becomes a Restricted Party, or (ii) any necessary export license or authorization from a Sanctions Agency is not granted, the performance by ABB or by any affiliates or third parties engaged in any manner in relation to the Agreement becomes illegal or impracticable, ABB shall, as soon as reasonably practicable, give written notice to the Company of its inability to perform or fulfil such obligations. Once such notice has been received by the Company, ABB shall be entitled to either immediately suspend the performance of the affected obligation under the Agreement



until such time as ABB may lawfully discharge such obligation or unilaterally terminate the Agreement in whole or in part from the date specified in the said written notice or from any subsequent date thereafter. ABB will not be liable to the Company for any costs, expenses or damages associated with such suspension or termination of the Agreement.

4. In the event of suspension or termination as set out in Clause [3] above, ABB shall be entitled to payment as set out in [Clause[•]] of this Agreement and any reasonable associated costs necessarily incurred by ABB in regard to such suspension or termination including, but not limited to, all reasonable costs associated with suspending or terminating any subcontract placed or committed for goods or services in connection with this Agreement.
5. ABB goods, services, and/or technology may be subject to foreign trade restrictions, including dual-use trade controls. The Parties undertake to obtain all the necessary licenses and/or permits from the competent authorities for the import or export of ABB Products and/or Services. Products, services, and/or technology that originate in the United States are subject to the U.S. Export Administration Regulations ("EAR") and must not be exported, re-exported, or transferred (in-country) without obtaining the necessary valid licenses/authorizations of the competent US authorities.
6. The Company represents that it is the ultimate end recipient of any items provided under this Agreement, that the items are for civil use only. The Company further represents that it will not directly or indirectly sell, export, re-export, release, transmit or otherwise transfer any items received from ABB to any Restricted Parties, or parties that operate, or whose end use will be, in a jurisdiction/region prohibited by ABB including Belarus, Crimea, Cuba, Iran, North Korea, Russia, Syria, as well as the Donetsk, Luhansk, Kherson, and Zaporizhzhia regions of Ukraine (such list may be amended by ABB at any time). The Company further represents and warrants that the [Products and/or Services] provided under this Agreement shall not be installed, used, or applied in or in connection with (i) the design, production, use or storage of chemical, biological or nuclear weapons or their delivery systems, (ii) any military applications or (iii) the operation of any nuclear facilities including, but not limited to, nuclear power plants, nuclear fuel manufacturing plants, uranium enrichment plants, spent nuclear fuel stores and research reactors, without the prior written consent of ABB.
7. For the avoidance of doubt, no provision in this Agreement shall be interpreted or applied in a way that would require any party to do, or refrain from doing, any act which would constitute a violation of, or result in a loss of economic benefit under, applicable Trade Control Laws.
8. Company shall immediately notify ABB in writing of any potential or actual breach of obligations set forth under Applicable Integrity Laws, the ABB Code of Conduct, or this Integrity Appendix by either the Company, its affiliated parties or any third parties engaged by Company in relation to the Agreement. In the event of such notification or if ABB otherwise has reason to believe that a potential or actual breach has occurred,



Company agrees to cooperate in good faith with any audit, inquiries, or investigation which ABB deems necessary. During such audit, inquiries or investigation, ABB may suspend performance of its obligations until such time as ABB has received confirmation to its satisfaction that no breach has occurred or will occur. ABB shall not be liable to Company for any claim, losses or damages whatsoever related to its decision to suspend or terminate performance of its obligations under this provision.

9. Notwithstanding the foregoing or any other provision in the Agreement, in the event of any actual or imminent violation of Applicable Integrity Laws or material breach of obligations set forth under the ABB Code of Conduct or this Integrity Appendix, ABB shall, subject to mandatory provisions of Applicable Law, have the right to unilaterally terminate the Agreement with immediate effect. Such termination would be without prejudice to all rights of recourse which could be exercised by ABB, and ABB shall not be liable to Company for any claim, losses or damages whatsoever related to its decision to terminate performance of its obligations under this provision. Further, Company shall indemnify ABB for all liabilities, damages, costs, or expenses incurred as a result of any such violation, breach and/or termination of the Agreement. ABB may report such violations to relevant authorities as required by Applicable Integrity Laws.

Delays Caused by Customer

- a) If the performance of any work hereunder is delayed due to the actions of Purchaser, Purchaser will be responsible for all costs which ABB incurs as result of the delay, including, without limitation, overhead and a reasonable profit on all such costs; and any delivery date will be extended to reflect the delay. In addition, Purchaser shall make any such payments at such times that they would have become due had it not caused the delay in performance.
- b) If delivery is delayed due to any act or omission of Purchaser, or if having been notified that the Equipment is ready for shipment, Purchaser fails to take delivery or provide adequate shipping instructions, ABB shall be entitled to place the Equipment in suitable storage at Purchaser's expense. Upon placement of the Equipment in storage, the Equipment shall be deemed delivered and all risk of loss and damage shall pass to the Buyer. Purchaser shall be responsible for all costs associated with such storage. Any amounts otherwise payable to ABB upon delivery shall be payable upon presentation of ABB's invoices.

Change in Law

The parties agree that in the event of any change in laws, regulations or increases in tariffs or duty rates imposed, implemented or enacted after the date of this agreement or change in interpretation of any laws, regulation, tariffs or duty rates affecting the cost of the goods and services set forth herein and/or the time of performance or delivery of the same, Seller shall be entitled to an adjustment in the contract price reflecting the change in the laws, tariffs or duty rates or other costs and any necessary adjustment to the time of performance or delivery of the goods and services.



Validity

This proposal is subject to acceptance within Ninety (90) days. All prices, schedules, and technical descriptions are valid throughout this period.

Payment Terms

Terms are Net 30.

Cordially,

Brett Walmsley

ABB Inc.

23000 Harvard Rd.

Cleveland, OH 44122

213-610-5058

brett.walmsley@us.abb.com

CITY OF RIVERSIDE

Clearwater Plant

S+ HMI Upgrade

Reference Number: 20352049 Firm

Contact Information

Sales Contact

Brett Walmsley
Account Manager
Phone: (213) 610-5058
E-mail: brett.walmsley@us.abb.com

Proposal Contact

Taylor Martin
Proposal Engineer
E-mail: taylor.martin@us.abb.com

Revision History

Revision History Table

Revision Number	Issue Date	Comments
Revision 00	6/13/2019	Initial Release
Revision 01.1	9/16/2020	Revised to Virtualization solutions for Server and with optional SPO v3.2/SPE v2.2 upgrade
Revision 02	10/12/2020	Revised as per Customer comments
Revision 03	11/13/2020	Revised the proposal by updating the validity date.
Revision 04	7/14/2023	Revised for 2023 pricing, revised Upgrade scope to SPO v3.3/SPE v2.3, removed Virtualization solution, removed optional scope additions
Revision 05	12/6/2024	Refresh proposal, remove EWS upgrade scope.
Revision 06	2/14/2025	Added pricing breakouts, included sales tax
Revision 07	3/14/2025	Included EWS Upgrade
Revision 07 Supplement 01	4/21/2025	Corrected Total Sales Price Sum to Include Sales Tax
Revision 07 Supplement 02	6/5/2025	Updated Section 10.13

1 Introduction

ABB is pleased to submit this Firm proposal for the City of Riverside - Clearwater Plant S+ HMI Upgrade. Our proposal covers the furnishing of the hardware, software, and services as described in the attached proposal, based on the request.

This proposal is based on the following:

- Upgrading the existing S+ Operations v2.0 licenses to v3.3
- Upgrading the existing Composer v6.1 licenses to S+ Engineering v2.4
- Physical 1:1 replacement of the system computers

2 Hardware & Software Scope of Supply

2.1 Hardware Scope of Supply

ABB will supply all necessary computer hardware per ABB's specifications, third party software, and all third party equipment as follows:

- Two (2) System Rack Servers
- One (1) S+ Engineering Tower Server
- One (1) Historian Rack Server
- Four (4) Thin Clients

Please see the Attachments section of this proposal and refer to the Detailed Bill of Materials for a complete list of the hardware provided.

2.2 Software Scope of Supply

2.2.1 ABB Software

This proposal is based on City of Riverside – Clearwater Plant having an active and valid ABB Care Agreement that includes coverage for the software identified in the table below at the ASM Upgrade Software Support Level.

NOTE: At the time of this proposal, the below software is not covered under a valid ABB Care Agreement at the ASM Upgrade level. This proposal is based on the customer having a valid ABB Care Agreement at the time of the order.

City of Riverside – Clearwater Plant – SID28318

Software Support Level	ASM Upgrade	# of Concurrent Users	6	System Functionality	☐ Turbine Analyst ☒ History ☐ Harm. Gateway
Licenses Included in System Identification					
License #	Product Description				Machine ID
SL223515707292013	S+ Operations, Primary, v2.0				01D4
SL942505707292013	S+ Operations, Redundant, v2.0				01C1
SL7048551617224	Composer Harmony Server, v6.1				33113
SL44543551617224	Composer Harmony Standalone, v6.1				33113
SL133263513053069	IET800, vA.0				
SL589183613122062	IET800, vA.0				89BE4027DB8

ABB will be upgrading the following software licenses numbers:

- SL223515707292013
- SL942505707292013
- SL7048551617224

Additional features or capacity expansions (tags, operator clients, OPC client, etc.) can be quoted upon your request.

Please see the Attachments section of this proposal and refer to the Detailed Bill of Materials for a complete list of the ABB software provided.

2.2.2 Third-Party Software

ABB provides McAfee anti-virus software on all computers.

ABB provides Microsoft Excel on S+ Operation Historian servers.

Microsoft Excel can be provided for workstations and additional servers if requested, for an additional cost.

Please see the Attachments section of this proposal and refer to the Detailed Bill of Materials for a complete list of the third-party software provided.

3 Project Organization

3.1 Project Management

The success of every project is based upon the effective coordination and communication between the Client and ABB. In order to achieve this goal, ABB assigns a qualified Project Manager to each project that is awarded. The Project Manager acts as the single point of contact for the Client for all matters related to project scope, schedule, and commercial items.

The Project Manager develops the project implementation plan in conjunction with the Project Team and is responsible for its execution in accordance with the Client's contractual requirements and expectations. Review of those requirements and expectations is made during project kick-off, to ensure all parties have a common understanding.

The implementation strategy developed by the Project Manager will ensure optimum schedule adherence, contract delivery, and system performance through effective and efficient resource utilization with a focus on maximum quality and reliability through internal design reviews and through industry-wide, sustainable quality procedures including but not limited to ISO9001.

The Project Manager is supported by the Primary System Engineer (PSE), the Lead Field Service Engineer, and by Technical Specialists.

The PSE is responsible for directing the technical implementation of the project and assuring consistency and uniformity across the design and implementation phases of the project by following the design basis agreed upon with the customer. The PSE

coordinates the System Engineers, who provide the detailed design, implementation, and testing of the Distributed Control System. They include HMI, application and hardware engineers/technicians.

3.2 Meetings

All meetings, including the kickoff meeting, will be conducted by conference call.

4 Project Engineering Services

4.1 In-House Engineering

This proposal is based on ABB performing the following services in-house:

- Procure software and hardware as described in the Scope of Supply
- Stage hardware and load software
- Upgrade existing symbols and graphics

4.2 Customer Familiarization

ABB has allocated three (3) days with the Lead Systems Engineering to support the customer for Customer Familiarization at the Cleveland, OH office. Access to the system may be granted ahead of time via TeamNet if the project schedule and customer IT remote capabilities permits.

Location	Duration
Customer Familiarization - Cleveland, OH	Three (3) Days

Notes:

1. Familiarization is for plant personnel familiar with S+ Operations v2.0
2. If more in-depth training is required, ABB recommends customer to take classes through ABB University.

4.3 Deliverables

4.3.1 Customer Deliverables

This proposal is based upon the customer providing the following deliverables:

- Existing HMI Files
- Existing EWS Project

ABB will provide a document that defines the procedures on how to obtain the required information. It is very important that the Customer deliverables be error free prior to submittal to ABB for evolving to the latest software being supplied for this project. Errors that exist in the legacy backup files may/will result in these same errors in the new system. Customer recommendations prior to sending ABB the backup files:

- HMI Backup Files
 - All symbols and displays are error free.
 - All HMI system databases/files match the engineering software; the customer can define which to use if the source can be supplied from more than 1 source.
- EWS Project Files

- All software engineering files are updated with current controller specifications/settings that may have been tuned from the HMI and not saved to its respective engineering software.
- All controller configurations compile without errors.
- If compiler warnings exist, they should be understood and found acceptable to the customer.

Unlike previous versions of ABB's HMI software, the latest versions of the software utilize a single common tag database. Therefore, it is the customer's responsibility to reconcile any differences between the tag databases in the legacy HMI system so that they are identical before the HMI files are submitted to ABB to be upgraded.

4.3.2 ABB Deliverables

This proposal is based upon ABB providing the following deliverables:

- Computer & Network & Peripheral Drawing
- Computer Loading information
- Standard ABB Product Manuals in electronic format

5 Onsite Service

5.1 Introduction to Onsite Service

When it comes to service, ABB's target is the same as yours – more uptime, greater safety, and increased profitability. Providing world-class support to ensure maximum performance of your Power and Automation equipment investment is important to us. Our complete portfolio of services and service products can help you maximize your investment by improving equipment productivity and minimizing costs through extending the useful equipment life.

At ABB, we give you one of the largest staff of control system specialists in the industry. They are thoroughly capable of diagnosing and solving any instrumentation and control challenges. We offer the flexibility and know-how to expertly service ABB products, as well as the instrumentation and controls of other manufacturers.

5.2 Start-up, Testing & Commissioning Services

A detailed Summary of the service support hours can be found below.

Onsite Service Proposal Summary

ABB Personnel	Trips	Duration	ABB Personnel Shifts
Field service Engineer – Initial Commissioning & Setup Parallel	2	One (1) Travel Day	10 hr Days (Sunday)
		Twenty (20) Working Days	10 hr Days (Monday - Friday)
		One (1) Travel Day	10 hr Days (Saturday)
Field service Engineer – Remove Parallel & Finish Commissioning	1	One (1) Travel Day	10 hr Days (Sunday)
		Ten (10) Working Days	10 hr Days (Monday - Friday)
		One (1) Travel Day	10 hr Days (Saturday)

Notes:

1. Onsite Service is offered as an allotment of working days as described above. ABB has also included travel time to and from the site.
2. Any adjustment of hours (increase or decrease) will result in a responding change order. Please note, a per diem rate for Onsite Service is provided in the Commercial Section of this proposal for your information.
3. The Field Service Engineer shall be granted unencumbered access to the equipment upon which work is to be conducted. Standby time, resulting from any issue, will be charged against the stipulated hours.
4. Travel & Living expenses have been included.

6 Assumptions, Clarifications, and Standards

Any order for this proposal will be based only on the hardware, software, and services as described above and in the Detailed Bill of Materials.

This proposal is based upon ABB supplying standard servers, workstations, networking hardware, and utilizing ABB developed libraries and following standard system loading procedures, including computer naming, user account names, and IP addressing. Software loading and network/computer hardware configuration information will be provided during the course of system design and engineering for information purposes. This standardization allows ABB to load the computers based on system images and reduces cost to the customer.

The specific network equipment part numbers listed are based on current standards and are subject to change during the project execution if updated equipment is released by the OEM.

If the Customer would like to use a different computer model or make, or purchase the computers or use existing computers, or wants other software packages, then ABB will adjust the price to account for the extra engineering time to individually implement the Customer selections and load the software.

This proposal assumes that the monitors will be provided by the Customer.

7 System Pricing

Labor:	\$449,845.00
Hardware & Software:.....	\$69,567.05
Sales Tax:.....	\$6,087.12
The System as Described in this Proposal:	\$525,499.17

Notes:

1. *This price is based on City of Riverside - Clearwater Plant purchasing a valid ABB Care Agreement as described in Section 2.1.*
2. *Under the software maintenance of ABB Care, City of Riverside - Clearwater Plant is receiving free software normally sold for **\$151,550**.*
3. *The pricing does not include any taxes, duties or tariffs that may be charged by any governmental authority. ABB Inc. shall be reimbursed for any such taxes, duties, etc. that it may pay on the work or equipment covered by any order resulting from this proposal.*

8 Optional Pricing

8.1 Onsite Service

If additional onsite service time, beyond the time included in the proposal is required, the onsite service will be invoiced per City of Riverside – Clearwater Plant active and valid ABB Care Agreement. If no active and valid ABB Care Agreement is in place, onsite service will be invoiced at List Price in accordance with ABB Field Service Rate Sheet at the time services are rendered.

9 Purchase Order Instructions

If this proposal meets your approval, please send your purchase order referencing the Proposal Number, 20352049, Revision Number, and Date information to brett.walmsley@us.abb.com. If signatures are required, please send a signed version of the purchase order.

Please also include a statement in the purchase order referencing the agreed upon Terms & Conditions to be used.

10 Commercial

10.1 Terms and Conditions of Sale

The Terms and Conditions of this proposal are based on the ABB INC./CITY OF RIVERSIDE, CA GENERAL TERMS AND CONDITIONS OF SALE.

Other than the additional terms set forth below which are required by the specific services to be included, no other terms and conditions shall apply.

10.2 Cybersecurity Clause

ABB has established and maintain a formal information and cybersecurity program which includes commercially reasonable technical and organizational measures, in order to protect its automation solution or automation solution components against security breaches, accidental or unlawful destruction, loss, alteration, and unauthorized disclosure of, or access to its content. It is the customer's sole responsibility to provide and ensure a secure connection between the Customer's automation solution and the Customer's network or any other network on an ongoing basis. If the customer provides server, virtual host, client and/or networking components for the automation solution components, it is the customer's sole responsibility for establishing and maintaining appropriate measures. The Customer must establish and maintain appropriate measures (such as, but not limited to, installing firewalls, applying authentication measures, data encryption, installing antivirus programs, etc.) to protect the automation solution, including its network and external interfaces against any type of security violations, unauthorized access, interference, intrusion, leakage and/or theft of data or information. Customer waives any and all claims against ABB, its Affiliates, Officers, Directors, Employees or Assigns for damages and/or losses of whatever type related to security breaches, unauthorized access, interference, intrusion, leakage and/or theft of data or information caused by Customer's failure to maintain the appropriate security measures described above.

10.3 Market Volatility Clause

The Parties are aware of the challenges related to outbreaks, epidemics, war (declared or undeclared), government regulations and acts of governmental authorities (including sanctions), civil unrest, and general shortages of electronic components and elements, market volatility, availability and cost of raw materials, commodities, as well as the shortage and market fluctuation of logistic/transportation availability, costs and capacities that may impact the normal business activity and cost of performance, the delivery [schedule(s)/dates] and/or the execution of the scope or performance of the Services, the impacts of which are currently unknown. Notwithstanding anything in this agreement to the contrary, if as a result of any of the above aforementioned events, the costs of Seller's performance increase or Seller's performance obligations are materially adversely affected or delayed, the Parties in the spirit of cooperation, will work together in good faith and within a reasonable time after the invocation of this Clause, to negotiate alternative contractual terms in terms of equitable adjustments to delivery [schedules/dates], pricing and/or possible reductions of the contractually owed quantity of the Equipment and / or Services to be delivered to Purchaser. The aforementioned shall be performed with a view to employing reasonable efforts to ensure that this agreement can be at least fulfilled in part.

Each Party waives any claim against the other Party either for direct damages and/or loss of profits and/or indirect and/or intermediate and/or consequential and/or punitive damages, penalties and/or liquidated damages arising from or anyhow connected with any of the challenges listed above. If any dispute or difference arises between the Parties, the Parties hereto shall endeavor to settle such dispute amicably.

Any contract, order acceptance or order confirmation by Seller is entered into and made subject and conditioned to the above terms, which the Parties recognize as fundamental conditions of any such agreement within the Parties.

10.4 Disclaimer

To comply with ABB policy and U.S. Government Federal Acquisition Regulations, including Export Control Regulations, and U.S. state and municipal laws and regulations for government sales (collectively “U.S. Government”), any inquiry, request for quote, or order ultimately intended for U.S. Government purchase or export must be properly disclosed, all requirements submitted, and documents identified as “for export” must include the ultimate destination country, the ultimate end user, and end use. These orders must be identified to ABB who will coordinate within ABB for a compliance check. To be clear, for all U.S. Government sales Purchaser has a duty to disclose the ultimate end-user and destination of all orders, and provide all relevant documents, including reporting to ABB those that are to be exported from the US. Purchaser shall indemnify, defend, and hold harmless ABB from and against any and all damages that may arise from Purchaser’s breach of this provision.

10.5 Integrity Provisions

Applicable Integrity Laws means:

- (i) *Anti-bribery and anti-corruption laws*: including U.S. Foreign Corrupt Practices Act 1977 (as amended), UK Bribery Act 2010 (as amended), any legislation enacting the principles of the OECD Convention on Combating Bribery of Foreign Officials and any other applicable laws, rules, regulations, decrees and/or official governmental orders relating to anti-corruption, anti-money laundering and anti-tax evasion in relevant jurisdictions (collectively “**Anti-Bribery & Corruption Laws**”); and
- (ii) *Sanctions and trade control laws and regulations*: any applicable laws, regulations, or administrative or regulatory decisions or guidelines that sanction, prohibit or restrict certain activities including, but not limited to, (i) import, export, re-export, transfer, or trans-shipment of goods, services, technology, or software; (ii) financing of, investment in, or direct or indirect transactions or dealings with certain countries, territories, regions, governments, projects, or specifically designated persons or entities, including any future amendments to these provisions; or (iii) any other laws, regulations, administrative or regulatory decisions, or guidelines adopted, maintained, or enforced by any Sanctions Agency on or after the date of this Agreement (collectively, “**Trade Control Laws**”); and
- (iii) *Human rights and anti-modern slavery laws*: including The Universal Declaration of Human Rights, the UN Guiding Principles on Business and Human Rights, the OECD Guidelines for Multinational Enterprises, the ILO Core Conventions on Labor Standards, the UK Modern Slavery Act and other similar human rights, anti-human trafficking and anti-modern slavery laws and regulations (collectively, “**Human Rights Laws**”).

Sanctions Agency means any governmental or regulatory body, instrumentality, authority, institution, agency or court that promulgates or administers Trade Control Laws including, but not limited to, the aforementioned governmental and regulatory bodies of (i) the United Nations, (ii) the United States of America (including the U.S. Department of Treasury Office of Foreign Assets Control, U.S. Department of State and U.S. Department of Commerce), (iii) the European Union or (iv) Switzerland.

Restricted Person means any entity or person included on a list (including U.S. and EU lists) of targeted parties, blocked parties, or persons subject to asset-freezing or other restrictions introduced under any applicable Trade Control Laws (and includes any entity

that is directly or indirectly owned fifty (50) percent or more, in the aggregate or individually, or otherwise controlled by any Restricted Person).

1. Both Parties will comply with all Applicable Integrity Laws in connection with this Agreement. Both Parties shall also ensure that their respective employees, officers, directors, and any affiliates or third parties engaged in any manner in relation to the Agreement shall undertake to comply with all Applicable Integrity Laws and the requirements set out in this Clause in connection with this Agreement. Both Parties confirm that they have not violated, shall not violate, and shall not cause the other Party to violate, any Applicable Integrity Laws in connection with this Agreement.
2. Each Party represents and warrants that, to the best of its knowledge, at the date of this Agreement neither it, nor any of their respective directors or officers are a Restricted Party. Each Party agrees that it shall promptly notify the other Party if it becomes a Restricted Party.
3. If, as a result of Trade Control Laws issued or amended after the date of this Agreement, (i) the Company becomes a Restricted Party, or (ii) any necessary export license or authorization from a Sanctions Agency is not granted, the performance by ABB or by any affiliates or third parties engaged in any manner in relation to the Agreement becomes illegal or impracticable, ABB shall, as soon as reasonably practicable, give written notice to the Company of its inability to perform or fulfil such obligations. Once such notice has been received by the Company, ABB shall be entitled to either immediately suspend the performance of the affected obligation under the Agreement until such time as ABB may lawfully discharge such obligation or unilaterally terminate the Agreement in whole or in part from the date specified in the said written notice or from any subsequent date thereafter. ABB will not be liable to the Company for any costs, expenses or damages associated with such suspension or termination of the Agreement.
4. In the event of suspension or termination as set out in Clause [3] above, ABB shall be entitled to payment as set out in [Clause[•]] of this Agreement and any reasonable associated costs necessarily incurred by ABB in regard to such suspension or termination including, but not limited to, all reasonable costs associated with suspending or terminating any subcontract placed or committed for goods or services in connection with this Agreement.
5. ABB goods, services, and/or technology may be subject to foreign trade restrictions, including dual-use trade controls. The Parties undertake to obtain all the necessary licenses and/or permits from the competent authorities for the import or export of ABB Products and/or Services. Products, services, and/or technology that originate in the United States are subject to the U.S. Export Administration Regulations ("EAR") and must not be exported, re-exported, or transferred (in-country) without obtaining the necessary valid licenses/authorizations of the competent US authorities.
6. The Company represents that it is the ultimate end recipient of any items provided under this Agreement, that the items are for civil use only. The Company further represents that it will not directly or indirectly sell, export, re-export, release, transmit or otherwise transfer any items received from ABB to any Restricted

Parties, or parties that operate, or whose end use will be, in a jurisdiction/region prohibited by ABB including Belarus, Crimea, Cuba, Iran, North Korea, Russia, Syria, as well as the Donetsk, Luhansk, Kherson, and Zaporizhzhia regions of Ukraine (such list may be amended by ABB at any time). The Company further represents and warrants that the [Products and/or Services] provided under this Agreement shall not be installed, used, or applied in or in connection with (i) the design, production, use or storage of chemical, biological or nuclear weapons or their delivery systems, (ii) any military applications or (iii) the operation of any nuclear facilities including, but not limited to, nuclear power plants, nuclear fuel manufacturing plants, uranium enrichment plants, spent nuclear fuel stores and research reactors, without the prior written consent of ABB.

7. For the avoidance of doubt, no provision in this Agreement shall be interpreted or applied in a way that would require any party to do, or refrain from doing, any act which would constitute a violation of, or result in a loss of economic benefit under, applicable Trade Control Laws.
8. Company shall immediately notify ABB in writing of any potential or actual breach of obligations set forth under Applicable Integrity Laws, the ABB Code of Conduct, or this Integrity Appendix by either the Company, its affiliated parties or any third parties engaged by Company in relation to the Agreement. In the event of such notification or if ABB otherwise has reason to believe that a potential or actual breach has occurred, Company agrees to cooperate in good faith with any audit, inquiries, or investigation which ABB deems necessary. During such audit, inquiries or investigation, ABB may suspend performance of its obligations until such time as ABB has received confirmation to its satisfaction that no breach has occurred or will occur. ABB shall not be liable to Company for any claim, losses or damages whatsoever related to its decision to suspend or terminate performance of its obligations under this provision.
9. Notwithstanding the foregoing or any other provision in the Agreement, in the event of any actual or imminent violation of Applicable Integrity Laws or material breach of obligations set forth under the ABB Code of Conduct or this Integrity Appendix, ABB shall, subject to mandatory provisions of Applicable Law, have the right to unilaterally terminate the Agreement with immediate effect. Such termination would be without prejudice to all rights of recourse which could be exercised by ABB, and ABB shall not be liable to Company for any claim, losses or damages whatsoever related to its decision to terminate performance of its obligations under this provision. Further, Company shall indemnify ABB for all liabilities, damages, costs, or expenses incurred as a result of any such violation, breach and/or termination of the Agreement. ABB may report such violations to relevant authorities as required by Applicable Integrity Laws.

10.6 Delays Caused by Customer

- a) If the performance of any work hereunder is delayed due to the actions of Purchaser, Purchaser will be responsible for all costs which ABB incurs as result of the delay, including, without limitation, overhead and a reasonable profit on all such costs; and any delivery date will be extended to reflect the delay. In addition, Purchaser shall

make any such payments at such times that they would have become due had it not caused the delay in performance.

- b) If delivery is delayed due to any act or omission of Purchaser, or if having been notified that the Equipment is ready for shipment, Purchaser fails to take delivery or provide adequate shipping instructions, ABB shall be entitled to place the Equipment in suitable storage at Purchaser's expense. Upon placement of the Equipment in storage, the Equipment shall be deemed delivered and all risk of loss and damage shall pass to the Buyer. Purchaser shall be responsible for all costs associated with such storage. Any amounts otherwise payable to ABB upon delivery shall be payable upon presentation of ABB's invoices.

10.7 Tariffs Disclaimer

The parties agree that in the event of any change in laws, regulations or increases in tariffs or duty rates assessed on the Equipment enacted after execution of this Agreement/Order/Contract, Seller shall be entitled to an increase in the contract price reflecting the increase in tariffs or duty rates or other costs and any necessary adjustment to the time of performance of the Agreement/Order/Contract related to said tariffs or duty rates.

10.8 Validity

This proposal is subject to acceptance within Ninety (90) days. All prices, schedules, and technical descriptions are valid throughout this period.

10.9 Payment Terms

Terms are Net 30.

10.10 Payment Milestones

- 60% Upon Placement of Order
- 20% Upon Shipment of Order
- 20% Upon Completion of Onsite Service

10.11 Delivery

This proposal is based on delivery FCA Factory (Cleveland, OH) per Incoterms 2020.

10.12 Schedule

Shipment can be made approximately twenty-six (26) to forty-two (42) weeks after receipt of customer design data. This schedule is approximate and may be improved pending further commercial discussions.

10.13 Confidentiality

Notwithstanding the foregoing or any other provision of this Agreement, ABB acknowledges that Purchaser, as a charter city and municipal corporation, is subject to disclosure as required by the California Public Records Act, Cal. Govt. Code §§ 7920.000 et seq. ("CPRA") and the Ralph M. Brown Act, Cal. Govt. Code §§ 54950 et seq. ("Brown Act"). ABB acknowledges that Purchaser shall not be in breach of this Agreement or have any liability whatsoever under this Agreement or otherwise for any claims or causes of action whatsoever resulting from or arising out of Purchaser copying or releasing to

a third party any of the Confidential Information of ABB as required by CPRA or Brown Act.

11 Attachments

1. Field Service Rate Sheet
2. Detailed Bill of Material
3. System Overview Drawing



Attachment 1

Field Service Rate Sheet



ABB US PAEN Service Standard Rate Sheet – 2025

Primary Work Hours

The following labor rates are applicable during Primary Working Hours (PWH) defined as an 8-hour period beginning between 7:00 A.M. and 10:00 A.M. Monday through Friday, excluding national and ABB recognized holidays. The primary work hours include a one half-hour non-paid lunch period and two 15-minute breaks during the day.

Base Service Labor Rates

Technology	Service Type	Hourly Rate
Control systems (OCS/DCS)	Field Services	\$399
	Process Application Engineering Services	\$450
Power Generation Specialist	Turbine Control Systems Services	\$441
	Flame Scanner Services	\$441
	Power Plant Tuning	\$441
All	Process Control Tuning Services	\$441
	Regional Technical Advisor, Network & Security Services	\$450
	Process Optimization Services	\$469

Overtime Hours

For billing purposes ABB Inc. defines overtime as those hours worked outside the Primary Working Hours or in excess of eight (8) hours in one day. The standard charges for overtime are defined as follows:

- All work performed outside the PWH or over 8 hours in one day is charged at one and one half times the labor rate (Base Service Labor Rate X 1.5).
- All work performed on Saturday is charged at one and one half times the labor rate (Base Service Labor Rate X 1.5).
- All work performed on Sunday is charged at two times the labor rate (Base Service Labor Rate X 2).
- All work performed on national or an ABB holiday is charged at three times the labor rate (Base Service Labor Rate X 3).

Field Engineer Stand-By

- Engineer Stand-By support occurs when a customer requests an engineer to perform "stand-by" duty where that engineer is specifically reserved for that Customer and cannot be dispatched to another Customer job site. The customer reserving the engineer in stand-by readiness mode shall be charged for Stand-By service.
- Field Engineer Stand-By Service is charged at 4 PWH per day. If the "reserved" Field Engineer is called to this site, then 2 PWH will be credited to the customer. Overtime hours, travel expenses, travel time and other conditions of service per this rate sheet shall apply.

Telephone Support.....\$469.00 per hour

- A minimum of one (1) hour is charged per request.
- Additional charges are in one-hour increments beyond the first one (1) hour period.

Travel Costs

- Travel expenses are charged at 67 cents / mile or actual public transportation costs plus 10%.
- Living expenses are charged at actual costs incurred plus 10%.
- Completed Travel Time, to and from the Customer Site, will be charged at rates listed under this rate sheet.

Conditions of Service

- Scheduled Field Service visits may be cancelled subject to the following limitations:
 - Scheduled work of 0 to 7-day duration may be cancelled with no cancellation fee up to 48 hours prior to scheduled field engineer arrival.
 - Scheduled work of greater than 7-day duration may be cancelled with no cancellation fee up to 2 weeks prior to scheduled field engineer arrival
 - Scheduled work canceled outside these limitations will be subject to a cancellation fee equal to actual expenses incurred including but not limited to travel, travel time, and material shipment plus usage of prepaid field hours equivalent to 50% of the scheduled work duration.
- Service provided per this rate sheet is approved by the customer in the form of a purchase order or written authorization for additional hours prior to dispatching field personal to site.
- Other chargeable time will be invoiced which may include additional PWH and/or overtime spent at the customer's facility, round trip travel to and from site, time spent preparing written service reports, and time for other customer requested activities.
- A minimum of four (4) hours is charged for any service call to a client's facility.
- All information contained herein is proprietary data of ABB Inc. and that no disclosure, reproduction or use by third parties may be made without written permission of ABB.

2025 Holiday Schedule (Tentative and subject to change)

Wednesday, Jan. 1 – New Year's Day	Monday, Sept. 1 – Labor Day
Monday, Jan. 20 – Martin Luther King Jr. Day	Tuesday, Nov. 11 – Veteran's Day
Friday, April 18 – Good Friday	Thursday, Nov. 27 – Thanksgiving Day
Monday, May 26 – Memorial Day	Friday, Nov. 28 – Thanksgiving Day (Day After)
Friday, July 4 – Independence Day	Wednesday, Dec. 24 – Christmas Eve
	Thursday, Dec. 25 – Christmas Day

ABB PAEN US Service Standard Engineering Rate Sheet – 2025

Primary Work Hours (PWH)

The following labor rates are applicable during Primary Working Hours (PWH) defined as an 8-hour period beginning between 7:00 A.M. and 10:00 A.M. Monday through Friday, excluding national and ABB recognized holidays.

Engineering Labor Rates

Rates are applicable for work performed in ABB offices. Please refer to the "ABB Standard Service Rate Sheet" for work performed at customer sites.

Category	Hourly Rate
Technician (Console & Equipment)	\$ 305
System Engineer	\$ 340
Electrical & Telecommunication Specialist	\$ 360
Turbine Specialist	\$ 375
Cyber Security Specialist	\$ 400
Consulting & Technology Specialist	\$ 495
Project Manager	\$ 440
Senior Project Manager	\$ 485

Overtime Hours

For billing purposes ABB Inc. defines overtime as those hours worked outside the Primary Working Hours or in excess of eight (8) hours in one day. The standard charges for overtime are defined as follows:

- All work performed outside the PWH or over 8 hours in one day is charged at one and one half times the labor rate (Base Service Labor Rate X 1.5).
- All work performed on Saturday is charged at one and one half times the labor rate (Base Service Labor Rate X 1.5).
- All work performed on Sunday is charged at two times the labor rate (Base Service Labor Rate X 2).
- All work performed on national or an ABB holiday is charged at three times the labor rate (Base Service Labor Rate X 3).



Attachment 2

Detailed Bill of Material





CITY OF RIVERSIDE - CLEARWATER POWER PLANT
S+ HMI UPGRADE
20352049 Rev 07 - Equipment List

QTY	PART NUMBER	DESCRIPTION
SPLUS CONSOLE		
S+ OPERATIONS SYSTEM ARCHITECHTURE		
1	8VZZ000841S0100	S+ OPERATIONS 3.3 - BASE
1	8VZZ000841L0110	SERVER-CLIENT LICENSING
S+ OPERATIONS SERVER SERVICES		
1	8VZZ000841L0130	REAL-TIME SERVERS
1	8VZZ000841L0140	HISTORIAN SERVERS
S+ OPERATIONS CONNECTIVITIES		
1	8VZZ000841L0170	SD + HR CONNECT
S+ OPERATIONS OPC CONNECTIVITIES		
1	8VZZ000841L0230	OPC (DA RO)
S+ OPERATIONS REALTIME SERVER TAGS		
5	8VZZ000841L0410	1000 REDUNDANT TAGS PACK
S+ OPERATIONS HISTORIC DATA HANDLING/INFORMATION MANAGEMENT		
1	8VZZ000841L0610	1000 RLT LOGS PACK
S+ OPERATIONS OPERATOR CLIENTS		
3	8VZZ000841L0670	1 DEVELOPER CLIENT PACKAGE
1	8VZZ000841L0710	10 POCKET PORTAL VIEW ONLY CLIENTS
5	8VZZ000841L0730	1 FULL OFFICE CLIENT PACKAGE
S+ OPERATIONS DCS APPLICATIONS		
1	8VZZ000841L0780	API SUPPORT RUNTIME
1	8VZZ000841L0810	ADVANCED OPERATIONS
S+ OPERATIONS ALARM ANALYSIS		
1	8VZZ000841L0960	ALARM PORTAL
S+ ENGINEERING BASE LICENSE		
1	8VZZ003826S0100	S+ ENGINEERING 2.4 BASE
S+ ENGINEERING CLIENT SUPPORT		
1	8VZZ003826L0120	ADDITIONAL CLIENT SUPPORT
CONTROL ENGINEERING		
1	8VZZ003826L0210	CONTROLLER ENGINEERING SUPPORT
S+ OPERATIONS ENGINEERING		
1	8VZZ003826L0330	S+ OPERATIONS ENGINEERING - ADVANCED
S+ ENGINEERING FIELD APPLICATIONS		
1	8VZZ003826L0610	ADVANCED TREND
S+ SYSTEM MEDIA		
1	8VZZ000052Z0012	S+ SYSTEM PACKAGE RELEASE 2023.0
1	2VAA006772R1	USB KEY FOR WIN 8.1/2012 AND LATER
CLIENT/SERVER EQUIPMENT		
SERVERS		
2	DCSSYSERVER-v4-S	S+ SYSTEM SERVER - RACK
1	DCSHISTSERVER-v4	S+ HISTORIAN - RACK
4	ENSOEM-BA-AA	MFE ENDPOINT SECURITY FOR OEM (SRV) PERP
4	6FA-00554	WIN SVR IOT STD 2022 64BIT MULTILANG ESD OEI 16 CORE STD
2	065-08698	EXCEL 2019 ALNG EMB MVL ISV (32/64 BIT)
1	OP-OTHER	S+ ENGINEERING SERVER - TOWER
WORKSTATIONS		
4	DCSCLIENT-SFF-TC	THIN CLIENT - SFF
4	ENSOEM-AA-BA	MFE ENDPOINT SECURITY FOR OEM PERP
1	065-08698	EXCEL 2019 ALNG EMB MVL ISV (32/64 BIT)
1	NETWORK CABLES	LOT OF NETWORK CABLES
SWITCHES		
4	S3900-48T6S-R	S3900-48T6S-R 48 PORT SWITCH
PLANT NETWORK		
2	PN1800K01	PN800 PLANT NETWORK INTERFACE KIT
2	PN1800SWLIC-01	PLANT NETWORK INTERFACE SW LICENSE KEY

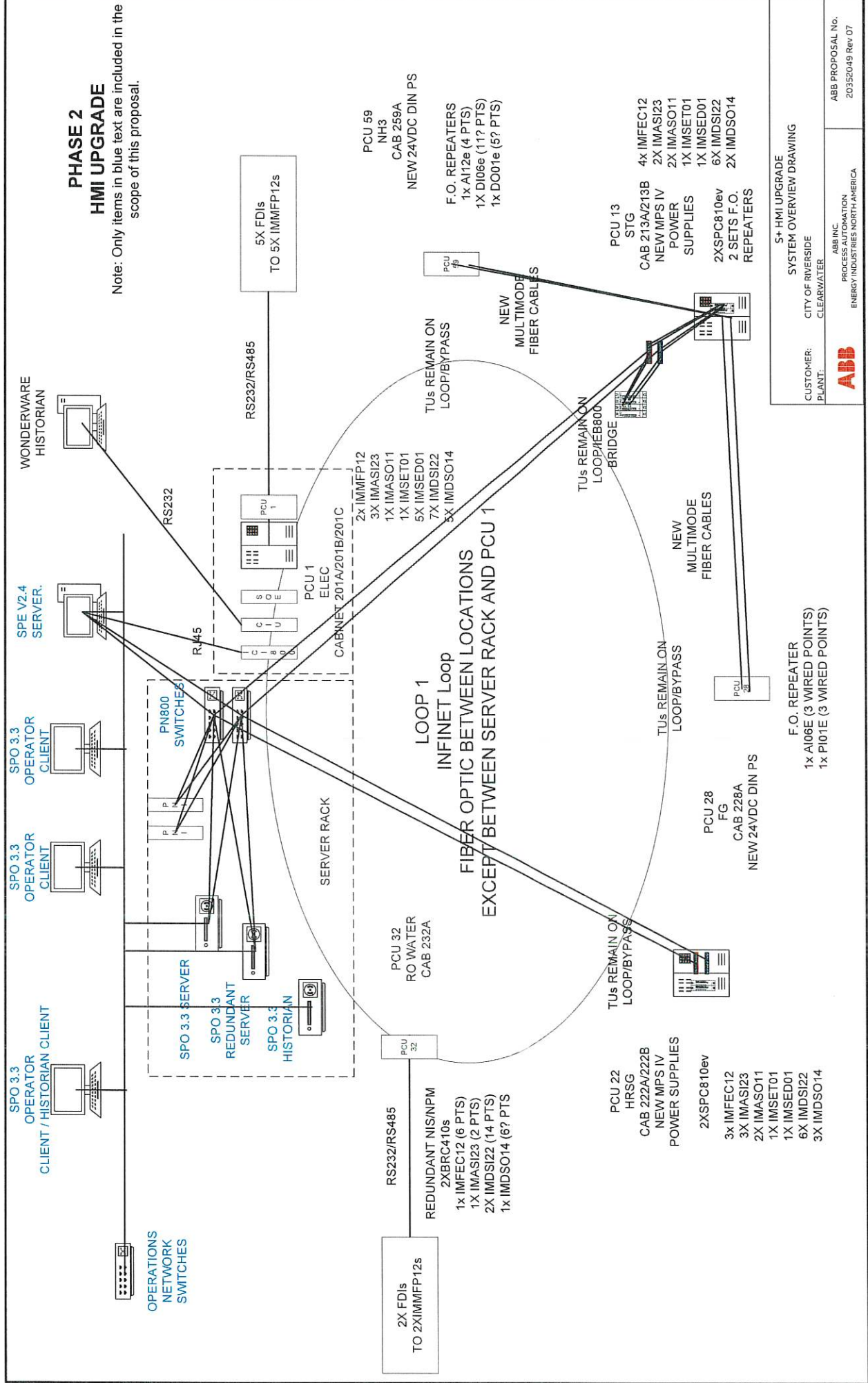


Attachment 3

System Overview Drawing



Note: Only items in blue text are included in the scope of this proposal.



CITY OF RIVERSIDE

Clearwater

DCS Evolution

Reference Number: SAN-241125-1 Firm

Contact Information

Sales Contact

Brett Walmsley
Account Manager
E-mail: brett.walmsley@us.abb.com

Proposal Contact

Sangeetha TB
Proposal Engineer
E-mail: sangeetha.tb@in.abb.com

Revision History

Revision History Table

Revision Number	Issue Date	Comments
Revision 00	12/19/2024	Initial Release
Revision 01	3/14/2025	Revised for Firm proposal by removing Engineering Upgrade and adding options of Pricing for combined phases, Labor vs Equipment Breakout, Equipment prices with taxes and optional scope for Start-up/Commissioning Spares.
Revision 02	4/2/2025	Revised by adding Spares as a part of base scope
Revision 02 Supp 1	6/4/2025	Updated for Confidentiality Verbiage

Introduction

ABB is pleased to submit this Firm proposal for the CITY OF RIVERSIDE - Clearwater DCS Evolution. Our proposal covers the furnishing of the hardware, software, and services described as follows, based on the request.

The upgrade can be performed in one (1) of two (2) ways:

1) All At Once (Base Scope)

- RTA Engineer visit for Site Evaluation
- Upgrading PCU 13 with new Redundant Controller SPC810ev and existing Power Supply with MPSIV
- PCU 28 Upgrade to Remote I/O with the new Power Supply (I/O modules will be connected to controller in PCU 13)
- PCU 59 Upgrade to Remote I/O with the new Power Supply (I/O modules will be connected to controller in PCU 13)
- Upgrading PCU 22 with new Redundant Controller SPC810ev and upgrading existing Power Supply with MPSIV
- Upgrading PCU 1 with new Redundant Controller SPC810ev and upgrading existing Power Supply with MPSIV
- Upgrading PCU 32 with new Redundant Controller SPC810ev and upgrading existing Power Supply with MPSIV
- Supply of One (1) redundant Bridge Module for communication from INFINET to PN800 Loop
- On Site Training
- Start Up and Commissioning Spares

2) In Phases (Alternate Scope)

I. Phase 1

- RTA Engineer visit for Site Evaluation
- Upgrading PCU 13 with new Redundant Controller SPC810ev and existing Power Supply with MPSIV
- PCU 28 Upgrade to Remote I/O with the new Power Supply
- PCU 59 Upgrade to Remote I/O with the new Power Supply
- Supply of One (1) redundant Bridge Module for communication from INFINET to PN800 Loop
- On Site Training
- Start Up and Commissioning Spares

Note: NIS/NPM modules eliminated with PCU 13 upgrade can be used to make NIS/NPM modules in PCU 32 temporarily redundant.

II. Phase 2

- Upgrading PCU 22 with new Redundant Controller SPC810ev and upgrading existing Power Supply with MPSIV

III. Phase 3

- Upgrading PCU 1 with new Redundant Controller SPC810ev and upgrading existing Power Supply with MPSIV
- Upgrading PCU 32 with new Redundant Controller SPC810ev and upgrading existing Power Supply with MPSIV

ABB Ability Symphony Plus SDe Series represents a new e-Class of SD Series products that offer low-risk, low-disruption space-fit evolution solutions for traditional Harmony Rack installations.

The SPC810e process controller mounts in existing Harmony Rack Module Mounting Units (MMU) when assembled with an MMU front plate and carrier board. Together, this assembly is referred to as the SPC810ev. Plant Network, Controller Peer-to-Peer and I/O communications are provided through communication ports on the SPC810e module and Process Bus Adapters (PBA81x).



The SPC810ev is 1-to-1 mapped to the HR Series MFCxx, MFPxx and BRCxxx controllers.



In summary, the SDe Series allows existing Harmony / INFI 90 users to effectively reapply their extensive library of ABB field-proven, time-tested control solutions with these latest products.

Scope of Supply

Hardware and Software

Please see the Attachments section of this proposal and refer to the Detailed Bill of Material.

Base Services

Project Coordinator – A Project Coordinator will be assigned to this project to perform the duties and tasks that are associated with delivery of the proposed scope on time, on spec, and to the satisfaction of our customer.

- All meetings will be held via conference call.

ABB will perform the below.

- Procure Hardware and Software
- Load S+ Engineering Server and Client
- Review of customer topology drawing
- Create Plant Network Overview Drawing
- Update Engineering Project
 - Change odd numbered PCU addresses to an even number
 - Review and resolve controller AI/I, AI/L, DI/I, DI/L inputs
 - Add Digital Inputs to existing I/O module for Plant Network Status
 - Create Plant Network alarms
 - Update engineering project for the new tags

Customer Deliverables

This proposal is based upon the customer providing the following deliverables:

- Topology, cabinet, and HMI system drawings
- Engineering Backup Files
 - All software engineering files are updated with current controller specifications/settings that may have been tuned from the HMI and not saved to its respective engineering software.
 - All controller configurations compile without errors.
 - If compiler warnings exist, they should be understood and found acceptable to the customer. Errors and warnings that exist before the upgrade will be identical after the upgrade.
- Customer is responsible for pulling all affected cables and wiring

Onsite Service

A detailed Summary of the service support hours can be found below.

ABB will perform the below.

- Connect and start up S+ Engineering Server and Client
- Remove existing modules
- Install new modules
- Readdress modules to even numbers
- Power up cabinets

- Ensure SPC810ev Controllers are properly connected to primary / redundant switches
- Check modules for proper operation

Onsite Service Proposal Summary for Base Scope(All at Once)

Site Evaluation

ABB Personnel	Trips	Duration	ABB Personnel Shifts
RTA Engineer	1	One (1) Travel Day	8 hr Day (Weekday)
		Three (3) Working Days	8 hr Days (Monday - Friday)
		One (1) Travel Day	8 hr Day (Weekday)

PCU and Engineering Upgrade

ABB Personnel	Trips	Duration	ABB Personnel Shifts
Field Service Engineer	2	One (1) Travel Day	8 hr Day (Weekday)
		Eight (8) Working Days	10 hr Days (Monday - Friday)
		One (1) Travel Day	8 hr Day (Weekday)
	1	One (1) Travel Day	8 hr Day (Sunday)
		Four (4) Working Days	10 hr Days (Monday - Friday)
		One (1) Travel Day	8 hr Day (Weekday)

On Site Training

ABB Personnel	Trips	Duration	ABB Personnel Shifts
System Engineer	1	One (1) Travel Day	8 hr Day (Weekday)
		Three (3) Working Days	8 hr Days (Monday - Friday)
		One (1) Travel Day	8 hr Day (Weekday)

Notes:

1. Onsite Service is offered as an allotment of working days as described above. ABB has also included travel time to and from the site.
2. Any adjustment of hours (increase or decrease) will result in a responding change order. Please note, a per diem rate for Onsite Service is provided in the Commercial Section of this proposal for your information.
3. The FSE and RTA shall be granted unencumbered access to the equipment upon which work is to be conducted. Standby time, resulting from any issue, will be charged against the stipulated hours.
4. FSE hours are the best estimate and subject to a change order, should more time be required at site.
5. Travel & Living expenses have been included.

Onsite Service Proposal Summary for Alternate Scope

Phase 1

Site Evaluation

ABB Personnel	Trips	Duration	ABB Personnel Shifts
RTA Engineer	1	One (1) Travel Day	8 hr Day (Weekday)
		Three (3) Working Days	8 hr Days (Monday - Friday)
		One (1) Travel Day	8 hr Day (Weekday)

PCU and Engineering Upgrade

ABB Personnel	Trips	Duration	ABB Personnel Shifts
Field Service Engineer	1	One (1) Travel Day	8 hr Days (Weekday)
		Eight (8) Working Days	10 hr Days (Monday - Friday)
		One (1) Travel Day	8 hr Days (Weekday)

On Site Training

ABB Personnel	Trips	Duration	ABB Personnel Shifts
System Engineer	1	One (1) Travel Day	8 hr Day (Weekday)
		Three (3) Working Days	8 hr Days (Monday - Friday)
		One (1) Travel Day	8 hr Day (Weekday)

Phase 2

PCU Upgrade

ABB Personnel	Trips	Duration	ABB Personnel Shifts
Field Service Engineer	1	One (1) Travel Day	8 hr Days (Sunday)
		Four (4) Working Days	10 hr Days (Monday - Friday)
		One (1) Travel Day	8 hr Days (Weekday)

Phase 3

PCU Upgrade

ABB Personnel	Trips	Duration	ABB Personnel Shifts
Field Service Engineer	1	One (1) Travel Day	8 hr Days (Weekday)
		Eight (8) Working Days	10 hr Days (Monday - Friday)
		One (1) Travel Day	8 hr Days (Weekday)

Notes:

1. *Onsite Service is offered as an allotment of working days as described above. ABB has also included travel time to and from the site.*
2. *Any adjustment of hours (increase or decrease) will result in a responding change order. Please note, a per diem rate for Onsite Service is provided in the Commercial Section of this proposal for your information.*
3. *The FSE and RTA shall be granted unencumbered access to the equipment upon which work is to be conducted. Standby time, resulting from any issue, will be charged against the stipulated hours.*
4. *FSE hours are the best estimate and subject to a change order, should more time be required at site.*
5. *Travel & Living expenses have been included.*

Assumptions, Clarifications, and Standards

FDI controllers in PCU 1 and PCU 32 will not be upgraded, so their associated NIS/NPM modules will be retained.

ABB understands that Engineering is upgraded to SPE v2.4 at the time of this order. This is a prerequisite condition for the execution of this upgrade job.

All networking hardware required to implement the recommendations will be supplied by the customer.

Customer is responsible for pulling all affected cables and wiring.

The cabinets to be worked on must be shut down and made available to ABB for installation.

Customer will perform the physical replacement of the hardware under the supervision of the ABB Field Service Engineer

All hand tools. Ladders, carts, etc. will be the responsibility of the customer.

Disposition of replaced parts will be the responsibility of the customer.

This proposal is based upon ABB supplying standard servers, workstations, and networking hardware, and following standard system loading procedures, including computer naming, user account names, and IP addressing. Software loading and network/computer hardware configuration information will be provided during system



design and engineering for information purposes. This standardization allows ABB to load the computers based on system images and reduces cost to the customer.

Any order for this proposal will be based only on the hardware, software, and services as described above and in the Detailed Bill of Material.

System Pricing

Base Scope (All at Once)

The System as Described in this Proposal:\$687,970.00
Start Up and Commissioning Spares: \$47,145.00
Total:.....\$735,115.00

Notes:

1. *This price is based on CITY OF RIVERSIDE - Clearwater having a valid ABB Care Agreement as described in this proposal at the time of order.*
2. *The pricing does not include any taxes, duties or tariffs that may be charged by any governmental authority. ABB Inc. shall be reimbursed for any such taxes, duties, etc. that it may pay on the work or equipment covered by any order resulting from this proposal.*
3. *The prices shown for Phase 2 and Phase 3 are Budgetary and is nonbinding. It is tendered for discussion only, does not constitute a term to contract and ABB can, without notice, make any change at ABB's own discretion*
4. *The prices for Start Up and Commissioning Spares quoted above are applicable only if bought with the Combined Phases Upgrade scope otherwise required additional Project Management Prices will be applicable*

Alternate Scope

The System as Described in this Proposal for Phase 1:.....\$348,105.00
The System as Described in this Proposal for Phase 2:.....\$187,250.00
The System as Described in this Proposal for Phase 3:\$317,080.00
Start Up and Commissioning Spares for Phase 1: \$47,145.00

Notes:

1. *This price is based on CITY OF RIVERSIDE - Clearwater having a valid ABB Care Agreement as described in this proposal at the time of order*
2. *The pricing does not include any taxes, duties or tariffs that may be charged by any governmental authority. ABB Inc. shall be reimbursed for any such taxes, duties, etc. that it may pay on the work or equipment covered by any order resulting from this proposal*
3. *The prices for Start Up and Commissioning Spares quoted above are applicable only if bought with the Phase 1 Upgrade scope otherwise required additional Project Management Prices will be applicable*



Equipment vs Labor Breakout:

Phase	Equipment	Equipment Price including taxes 8.75%	Commissioning Spares	Commissioning Spares Price including taxes 8.75%	Labor (Engineering, PM and On Site)
Combined Phases	\$408,553	\$444,300	\$47,145	\$51,270	\$279,417
1	\$161,422	\$175,547	\$47,145	\$51,270	\$186,683

Total Price Inclusive of Taxes

Base Scope (All at Once)

The System as Described in this Proposal:\$723,717.00
Start Up and Commissioning Spares: \$51,270.00
Total:.....\$774,987.00

Phase 1 Upgrade

The System as Described in this Proposal:\$362,230.00
Start Up and Commissioning Spares: \$51,270.00
Total:.....\$413,500.00

Onsite Service Pricing

If additional onsite service time, beyond the time included in the proposal is required, the onsite service will be invoiced per CITY OF RIVERSIDE – Clearwater active and valid ABB Care Agreement. If no active and valid ABB Care Agreement is in place, onsite service will be invoiced at List Price in accordance with ABB Field Service Rate Sheet at the time services are rendered.

Purchase Order Instructions

If this proposal meets your approval, please send your purchase order referencing the Proposal Number, SAN-241125-1, Revision Number, and Date information to brett.walmsley@us.abb.com. If signatures are required, please send a signed version of the purchase order.

Please also include a statement in the purchase order referencing the agreed upon Terms and Conditions to be used.

Commercial

Terms and Conditions of Sale

The Terms and Conditions of this proposal are based on the ABB INC./CITY OF RIVERSIDE, CA GENERAL TERMS AND CONDITIONS OF SALE. Other than the additional terms set forth below which are required by the specific services to be included, no other terms and conditions shall apply.

Market Volatility Clause

The Parties are aware of the challenges related to outbreaks, epidemics, war (declared or undeclared), government regulations and acts of governmental authorities (including sanctions), civil unrest, and general shortages of electronic components and elements, market volatility, availability and cost of raw materials, commodities, as well as the shortage and market fluctuation of logistic/transportation availability, costs and capacities that may impact the normal business activity and cost of performance, the delivery [schedule(s)/dates] and/or the execution of the scope or performance of the Services, the impacts of which are currently unknown. Notwithstanding anything in this agreement to the contrary, if as a result of any of the above aforementioned events, the costs of Seller's performance increase or Seller's performance obligations are materially adversely affected or delayed, the Parties in the spirit of cooperation, will work together in good faith and within a reasonable time after the invocation of this Clause, to negotiate alternative contractual terms in terms of equitable adjustments to delivery [schedules/dates], pricing and/or possible reductions of the contractually owed quantity of the Equipment and / or Services to be delivered to Purchaser. The aforementioned shall be performed with a view to employing reasonable efforts to ensure that this agreement can be at least fulfilled in part.

Each Party waives any claim against the other Party either for direct damages and/or loss of profits and/or indirect and/or intermediate and/or consequential and/or punitive damages, penalties and/or liquidated damages arising from or anyhow connected with any of the challenges listed above. If any dispute or difference arises between the Parties, the Parties hereto shall endeavor to settle such dispute amicably.

Any contract, order acceptance or order confirmation by Seller is entered into and made subject and conditioned to the above terms, which the Parties recognize as fundamental conditions of any such agreement within the Parties.

Disclaimer

To comply with ABB policy and U.S. Government Federal Acquisition Regulations, including Export Control Regulations, and U.S. state and municipal laws and regulations for government sales (collectively "U.S. Government"), any inquiry, request for quote, or order ultimately intended for U.S. Government purchase or export must be properly disclosed, all requirements submitted, and documents identified as "for export" must include the ultimate destination country, the ultimate end user, and end use. These orders must be identified to ABB who will coordinate within ABB for a compliance check. To be clear, for all U.S. Government sales Purchaser has a duty to disclose the ultimate

end-user and destination of all orders, and provide all relevant documents, including reporting to ABB those that are to be exported from the US. Purchaser shall indemnify, defend, and hold harmless ABB from and against any and all damages that may arise from Purchaser's breach of this provision.

Integrity Provisions

Applicable Integrity Laws means:

- (i) *Anti-bribery and anti-corruption laws:* including U.S. Foreign Corrupt Practices Act 1977 (as amended), UK Bribery Act 2010 (as amended), any legislation enacting the principles of the OECD Convention on Combating Bribery of Foreign Officials and any other applicable laws, rules, regulations, decrees and/or official governmental orders relating to anti-corruption, anti-money laundering and anti-tax evasion in relevant jurisdictions (collectively "Anti-Bribery & Corruption Laws"); and
- (ii) *Sanctions and trade control laws and regulations:* any applicable laws, regulations, or administrative or regulatory decisions or guidelines that sanction, prohibit or restrict certain activities including, but not limited to, (i) import, export, re-export, transfer, or trans-shipment of goods, services, technology, or software; (ii) financing of, investment in, or direct or indirect transactions or dealings with certain countries, territories, regions, governments, projects, or specifically designated persons or entities, including any future amendments to these provisions; or (iii) any other laws, regulations, administrative or regulatory decisions, or guidelines adopted, maintained, or enforced by any Sanctions Agency on or after the date of this Agreement (collectively, "Trade Control Laws"); and
- (iii) *Human rights and anti-modern slavery laws:* including The Universal Declaration of Human Rights, the UN Guiding Principles on Business and Human Rights, the OECD Guidelines for Multinational Enterprises, the ILO Core Conventions on Labor Standards, the UK Modern Slavery Act and other similar human rights, anti-human trafficking and anti-modern slavery laws and regulations (collectively, "Human Rights Laws").

Sanctions Agency means any governmental or regulatory body, instrumentality, authority, institution, agency or court that promulgates or administers Trade Control Laws including, but not limited to, the aforementioned governmental and regulatory bodies of (i) the United Nations, (ii) the United States of America (including the U.S. Department of Treasury Office of Foreign Assets Control, U.S. Department of State and U.S. Department of Commerce), (iii) the European Union or (iv) Switzerland.

Restricted Person means any entity or person included on a list (including U.S. and EU lists) of targeted parties, blocked parties, or persons subject to asset-freezing or other restrictions introduced under any applicable Trade Control Laws (and includes any entity that is directly or indirectly owned fifty (50) percent or more, in the aggregate or individually, or otherwise controlled by any Restricted Person).

1. Both Parties will comply with all Applicable Integrity Laws in connection with this Agreement. Both Parties shall also ensure that their respective employees, officers, directors, and any affiliates or third parties engaged in any manner in relation to the Agreement shall undertake to comply with all Applicable Integrity Laws and the requirements set out in this Clause in connection with this Agreement. Both Parties confirm that they have not violated, shall not violate, and shall not cause the other Party to violate, any Applicable Integrity Laws in connection with this Agreement.

2. Each Party represents and warrants that, to the best of its knowledge, at the date of this Agreement neither it, nor any of their respective directors or officers are a Restricted Party. Each Party agrees that it shall promptly notify the other Party if it becomes a Restricted Party.
3. If, as a result of Trade Control Laws issued or amended after the date of this Agreement, (i) the Company becomes a Restricted Party, or (ii) any necessary export license or authorization from a Sanctions Agency is not granted, the performance by ABB or by any affiliates or third parties engaged in any manner in relation to the Agreement becomes illegal or impracticable, ABB shall, as soon as reasonably practicable, give written notice to the Company of its inability to perform or fulfil such obligations. Once such notice has been received by the Company, ABB shall be entitled to either immediately suspend the performance of the affected obligation under the Agreement until such time as ABB may lawfully discharge such obligation or unilaterally terminate the Agreement in whole or in part from the date specified in the said written notice or from any subsequent date thereafter. ABB will not be liable to the Company for any costs, expenses or damages associated with such suspension or termination of the Agreement.
4. In the event of suspension or termination as set out in Clause [3] above, ABB shall be entitled to payment as set out in [Clause[●]] of this Agreement and any reasonable associated costs necessarily incurred by ABB in regard to such suspension or termination including, but not limited to, all reasonable costs associated with suspending or terminating any subcontract placed or committed for goods or services in connection with this Agreement.
5. ABB goods, services, and/or technology may be subject to foreign trade restrictions, including dual-use trade controls. The Parties undertake to obtain all the necessary licenses and/or permits from the competent authorities for the import or export of ABB Products and/or Services. Products, services, and/or technology that originate in the United States are subject to the U.S. Export Administration Regulations ("EAR") and must not be exported, re-exported, or transferred (in-country) without obtaining the necessary valid licenses/authorizations of the competent US authorities.
6. The Company represents that it is the ultimate end recipient of any items provided under this Agreement, that the items are for civil use only. The Company further represents that it will not directly or indirectly sell, export, re-export, release, transmit or otherwise transfer any items received from ABB to any Restricted Parties, or parties that operate, or whose end use will be, in a jurisdiction/region prohibited by ABB including Belarus, Crimea, Cuba, Iran, North Korea, Russia, Syria, as well as the Donetsk, Luhansk, Kherson, and Zaporizhzhia regions of Ukraine (such list may be amended by ABB at any time). The Company further represents and warrants that the [Products and/or Services] provided under this Agreement shall not be installed, used, or applied in or in connection with (i) the design, production, use or storage of chemical, biological or nuclear weapons or their delivery systems, (ii) any military applications or (iii) the operation of any nuclear facilities including, but not limited to, nuclear power plants, nuclear fuel manufacturing plants, uranium enrichment plants, spent nuclear fuel stores and research reactors, without the prior written consent of ABB.

7. For the avoidance of doubt, no provision in this Agreement shall be interpreted or applied in a way that would require any party to do, or refrain from doing, any act which would constitute a violation of, or result in a loss of economic benefit under, applicable Trade Control Laws.
8. Company shall immediately notify ABB in writing of any potential or actual breach of obligations set forth under Applicable Integrity Laws, the ABB Code of Conduct, or this Integrity Appendix by either the Company, its affiliated parties or any third parties engaged by Company in relation to the Agreement. In the event of such notification or if ABB otherwise has reason to believe that a potential or actual breach has occurred, Company agrees to cooperate in good faith with any audit, inquiries, or investigation which ABB deems necessary. During such audit, inquiries or investigation, ABB may suspend performance of its obligations until such time as ABB has received confirmation to its satisfaction that no breach has occurred or will occur. ABB shall not be liable to Company for any claim, losses or damages whatsoever related to its decision to suspend or terminate performance of its obligations under this provision.
9. Notwithstanding the foregoing or any other provision in the Agreement, in the event of any actual or imminent violation of Applicable Integrity Laws or material breach of obligations set forth under the ABB Code of Conduct or this Integrity Appendix, ABB shall, subject to mandatory provisions of Applicable Law, have the right to unilaterally terminate the Agreement with immediate effect. Such termination would be without prejudice to all rights of recourse which could be exercised by ABB, and ABB shall not be liable to Company for any claim, losses or damages whatsoever related to its decision to terminate performance of its obligations under this provision. Further, Company shall indemnify ABB for all liabilities, damages, costs, or expenses incurred as a result of any such violation, breach and/or termination of the Agreement. ABB may report such violations to relevant authorities as required by Applicable Integrity Laws.

Delays Caused by Customer

- a) If the performance of any work hereunder is delayed due to the actions of Purchaser, Purchaser will be responsible for all costs which ABB incurs as result of the delay, including, without limitation, overhead and a reasonable profit on all such costs; and any delivery date will be extended to reflect the delay. In addition, Purchaser shall make any such payments at such times that they would have become due had it not caused the delay in performance.
- b) If delivery is delayed due to any act or omission of Purchaser, or if having been notified that the Equipment is ready for shipment, Purchaser fails to take delivery or provide adequate shipping instructions, ABB shall be entitled to place the Equipment in suitable storage at Purchaser's expense. Upon placement of the Equipment in storage, the Equipment shall be deemed delivered and all risk of loss and damage shall pass to the Buyer. Purchaser shall be responsible for all costs associated with such storage. Any amounts otherwise payable to ABB upon delivery shall be payable upon presentation of ABB's invoices.

Change in Law

The parties agree that in the event of any change in laws, regulations or increases in tariffs or duty rates imposed, implemented or enacted after the date of this agreement or change in interpretation of any laws, regulation, tariffs or duty rates affecting the cost of the goods and services set forth herein and/or the time of performance or delivery of the same, Seller shall be entitled to an adjustment in the contract price reflecting the change in the laws, tariffs or duty rates or other costs and any necessary adjustment to the time of performance or delivery of the goods and services.

Validity

This proposal is subject to acceptance within Ninety (90) days. All prices, schedules, and technical descriptions are valid throughout this period.

Payment Terms

Terms are Net 30.

Payment Milestones

- 60% Upon Placement of Order
- 20% Upon Shipment of Order
- 20% Upon Completion of Onsite Service

Delivery

This proposal is based on delivery FCA Factory (Cleveland, OH) per Incoterms 2020.

Schedule

Shipment can be made approximately twenty-six (26) to thirty-two (32) weeks after receipt of customer design data. This schedule is approximate and may be improved pending further commercial discussions.

Confidentiality

Notwithstanding the foregoing or any other provision of this Agreement, ABB acknowledges that Purchaser, as a charter city and municipal corporation, is subject to disclosure as required by the California Public Records Act, Cal. Govt. Code §§ 7920.000 et seq. ("CPRA") and the Ralph M. Brown Act, Cal. Govt. Code §§ 54950 et seq. ("Brown Act"). ABB acknowledges that Purchaser shall not be in breach of this Agreement or have any liability whatsoever under this Agreement or otherwise for any claims or causes of action whatsoever resulting from or arising out of Purchaser copying or releasing to a third party any of the Confidential Information of ABB as required by CPRA or Brown Act.

Attachments

1. Field Service Rate Sheet
2. Detailed Bill of Material for Combined Phases
3. Detailed Bill of Material for Phase 1
4. Detailed Bill of Material for Phase 2
5. Detailed Bill of Material for Phase 3
6. Detailed Bill of Material for Start Up and Commissioning Spares for Combined Phases
7. Detailed Bill of Material for Start Up and Commissioning Spares for Phase 1
8. System Architecture for Existing DCS System
9. System Architecture for Phase 1
10. System Architecture for Phase 2
11. System Architecture for Phase 3



Attachment 1

Field Service Rate Sheet

ABB US PAEN Service Standard Rate Sheet – 2025

Primary Work Hours

The following labor rates are applicable during Primary Working Hours (PWH) defined as an 8-hour period beginning between 7:00 A.M. and 10:00 A.M. Monday through Friday, excluding national and ABB recognized holidays. The primary work hours include a one half-hour non-paid lunch period and two 15-minute breaks during the day.

Base Service Labor Rates

Technology	Service Type	Hourly Rate
Control systems (OCS/DCS)	Field Services	\$399
	Process Application Engineering Services	\$450
Power Generation Specialist	Turbine Control Systems Services	\$441
	Flame Scanner Services	\$441
	Power Plant Tuning	\$441
All	Process Control Tuning Services	\$441
	Regional Technical Advisor, Network & Security Services	\$450
	Process Optimization Services	\$469

Overtime Hours

For billing purposes ABB Inc. defines overtime as those hours worked outside the Primary Working Hours or in excess of eight (8) hours in one day. The standard charges for overtime are defined as follows:

- All work performed outside the PWH or over 8 hours in one day is charged at one and one half times the labor rate (Base Service Labor Rate X 1.5).
- All work performed on Saturday is charged at one and one half times the labor rate (Base Service Labor Rate X 1.5).
- All work performed on Sunday is charged at two times the labor rate (Base Service Labor Rate X 2).
- All work performed on national or an ABB holiday is charged at three times the labor rate (Base Service Labor Rate X 3).

Field Engineer Stand-By

- Engineer Stand-By support occurs when a customer requests an engineer to perform "stand-by" duty where that engineer is specifically reserved for that Customer and cannot be dispatched to another Customer job site. The customer reserving the engineer in stand-by readiness mode shall be charged for Stand-By service.
- Field Engineer Stand-By Service is charged at 4 PWH per day. If the "reserved" Field Engineer is called to this site, then 2 PWH will be credited to the customer. Overtime hours, travel expenses, travel time and other conditions of service per this rate sheet shall apply.

Telephone Support.....\$469.00 per hour

- A minimum of one (1) hour is charged per request.
- Additional charges are in one-hour increments beyond the first one (1) hour period.

Travel Costs

- Travel expenses are charged at 67 cents / mile or actual public transportation costs plus 10%.
- Living expenses are charged at actual costs incurred plus 10%.
- Completed Travel Time, to and from the Customer Site, will be charged at rates listed under this rate sheet.

Conditions of Service

- Scheduled Field Service visits may be cancelled subject to the following limitations:
 - Scheduled work of 0 to 7-day duration may be cancelled with no cancellation fee up to 48 hours prior to scheduled field engineer arrival.
 - Scheduled work of greater than 7-day duration may be cancelled with no cancellation fee up to 2 weeks prior to scheduled field engineer arrival
 - Scheduled work canceled outside these limitations will be subject to a cancellation fee equal to actual expenses incurred including but not limited to travel, travel time, and material shipment plus usage of prepaid field hours equivalent to 50% of the scheduled work duration.
- Service provided per this rate sheet is approved by the customer in the form of a purchase order or written authorization for additional hours prior to dispatching field personal to site.
- Other chargeable time will be invoiced which may include additional PWH and/or overtime spent at the customer's facility, round trip travel to and from site, time spent preparing written service reports, and time for other customer requested activities.
- A minimum of four (4) hours is charged for any service call to a client's facility.
- All information contained herein is proprietary data of ABB Inc. and that no disclosure, reproduction or use by third parties may be made without written permission of ABB.

2025 Holiday Schedule (Tentative and subject to change)

Wednesday, Jan. 1 – New Year's Day	Monday, Sept. 1 – Labor Day
Monday, Jan. 20 – Martin Luther King Jr. Day	Tuesday, Nov. 11 – Veteran's Day
Friday, April 18 – Good Friday	Thursday, Nov. 27 – Thanksgiving Day
Monday, May 26 – Memorial Day	Friday, Nov. 28 – Thanksgiving Day (Day After)
Friday, July 4 – Independence Day	Wednesday, Dec. 24 – Christmas Eve
	Thursday, Dec. 25 – Christmas Day



Attachment 2

BOM for Combined Phases

City of Riverside
Clearwater DCS Evolution - Combined Phases
SAN-241125-1 Rev 02 - Equipment List

QTY	PART NUMBER	DESCRIPTION
PCU 59		
POWER SUPPLIES		
1	PWRKITACAC	INCOMING POWER KIT AC/AC
1	PWRKITDIS	POWER DISTRIBUTION KIT
2	PS24DC10A	24VDC POWER SYSTEM (10A)
REMOTE RACK I/O COMMUNICATION		
1	2VAA009363R1	HRBX01K04 COMPACT BUS EXT KIT HORIZONTAL
1	2VAA008580R1	CHBX01K02 COMPACT BUS EXT KIT HORIZ
1	SPK800-0A	S+ HN800/CW800 CABLE, 0.5 M
1	TER810	HN800 OR CW800 BUS TERMINATOR WITH COVER
MOUNTING PANEL WITH DIN RAIL		
1	3BSE022255R1	"AL-PROFILE WITH DIN RAIL, C. DUCT, 19""
SINGLE MOUNTING CHASSIS		
1	7PAA005099R11	EMC-SB01A EVO MOUN CHASSIS, SINGLE, REAR
2	TER810	HN800 OR CW800 BUS TERMINATOR WITH COVER
E I/O		
1	7PAA003099R11	AI12EA SDE HIGH LEVEL AI MODULE, 16-CH
1	7PAA005096R11	EMB01S-XIOA EVO MOUNT BASE FOR IO MODULE
1	7PAA001448R11	DI06EA SDE DI MODULE, 16-CH
1	7PAA005096R11	EMB01S-XIOA EVO MOUNT BASE FOR IO MODULE
1	7PAA003100R11	DO01EA SDE DO MODULE, 16-CH, OC CONTACTS
1	7PAA005096R11	EMB01S-XIOA EVO MOUNT BASE FOR IO MODULE
9	7PAA008883R1	BK01E BLANK SDE MODULE
9	7PAA015403R11	EMB01S-BLKA EVO. MTG. BASE BLANK (OR SPA
MISC PARTS		
6	1949920A1	16-PIN TERMINAL BLOCK, CLAMPING SCREW
PCU 13		
LOCAL PANEL COMMUNICATION ACCESSORIES		
1	2VAA008580R1	CHBX01K02 COMPACT BUS EXT KIT HORIZ
1	SPK800-PBA1-02	PBA TO HN800 CABLE, 2.0 M
2	TER810	HN800 OR CW800 BUS TERMINATOR WITH COVER
MPS IV POWER SUPPLIES		
1	2VAA008282R101	BP01-L, LEFT BASE
1	2VAA008282R301	BP01-R, RIGHT BASE
1	2VAA008283R101	BP03 BASE
1	PHARPSFAN03000	FAN, SYSTEM MONITORING AND COOLING
1	2VAA008284R101	BP-K01-AA, BASE-PLATE KIT FOR SPS, AC
4	2VAA008278R001	SPS01 POWER SUPPLY, 24V, 10A
2	2VAA008280R001	SPS03-5V POWER SUPPLY, 5V, 60A
2	2VAA008281R001	SPS03-15V POWER SUPPLY, +15V@3A, -15V@3A
1	1948506C8	DC BUS BAR
1	MPSIII-HDW-KIT	MPSIII HARDWARE KIT
1	6632052B2	Insulator Bus Polycarbonate Strip
POWER SUPPLIES		
1	PS24DC10A	24VDC POWER SYSTEM (10A)
MOUNTING PANEL WITH DIN RAIL		
1	3BSE022255R1	"AL-PROFILE WITH DIN RAIL, C. DUCT, 19""
EV CONTROLLER KITS		
1	7PAA006320R0200	SPC810EV1K02 - KIT, REDUNDANT, HN800
2	942132007	SSL20-4TX/1FX
4	EVNSL64X-0050	CAT 6 CABLE EVNSL64X 0050 (50FT)
PCU 28		
POWER SUPPLIES		
1	PWRKITACAC	INCOMING POWER KIT AC/AC
1	PWRKITDIS	POWER DISTRIBUTION KIT
2	PS24DC10A	24VDC POWER SYSTEM (10A)
REMOTE RACK I/O COMMUNICATION		
1	2VAA009363R1	HRBX01K04 COMPACT BUS EXT KIT HORIZONTAL
1	2VAA008580R1	CHBX01K02 COMPACT BUS EXT KIT HORIZ
1	SPK800-0A	S+ HN800/CW800 CABLE, 0.5 M
1	TER810	HN800 OR CW800 BUS TERMINATOR WITH COVER
MOUNTING PANEL WITH DIN RAIL		
1	3BSE022255R1	"AL-PROFILE WITH DIN RAIL, C. DUCT, 19""
SINGLE MOUNTING CHASSIS		
1	7PAA005099R11	EMC-SB01A EVO MOUN CHASSIS, SINGLE, REAR
2	TER810	HN800 OR CW800 BUS TERMINATOR WITH COVER

E I/O		
1	7PAA001446R11	AI16EA SDE UNIVERSAL AI MODULE, 16-CH
1	7PAA005094R11	EMB01S-UAIA EVO MOUNT BASE FOR AI16EA
1	7PAA001451R11	PI01EA SDE PULSE/FREQ INPUT MODULE, 8-CH
1	7PAA008524R11	EMB01S-PIOA EVO MOUNT BASE FOR PI01EA
10	7PAA008883R1	BK01E BLANK SDE MODULE
10	7PAA015403R11	EMB01S-BLKA EVO. MTG. BASE BLANK (OR SPA
MISC PARTS		
4	1949920A1	16-PIN TERMINAL BLOCK, CLAMPING SCREW
PCU 22		
MPS IV POWER SUPPLIES		
1	2VAA008282R101	BP01-L, LEFT BASE
1	2VAA008282R301	BP01-R, RIGHT BASE
1	2VAA008283R101	BP03 BASE
1	PHARPSFAN03000	FAN, SYSTEM MONITORING AND COOLING
1	2VAA008284R101	BP-K01-AA, BASE-PLATE KIT FOR SPS, AC
4	2VAA008278R001	SPS01 POWER SUPPLY, 24V, 10A
2	2VAA008280R001	SPS03-5V POWER SUPPLY, 5V, 60A
2	2VAA008281R001	SPS03-15V POWER SUPPLY, +15V@3A, -15V@3A
1	1948506C8	DC BUS BAR
1	MPSIII-HDW-KIT	MPSIII HARDWARE KIT
1	6632052B2	Insulator Bus Polycarbonate Strip
POWER SUPPLIES		
1	PS24DC10A	24VDC POWER SYSTEM (10A)
MOUNTING PANEL WITH DIN RAIL		
1	3BSE022255R1	"AL-PROFILE WITH DIN RAIL, C. DUCT, 19""
EV CONTROLLER KITS		
1	7PAA006320R0200	SPC810EV1K02 - KIT, REDUNDANT, HN800
2	942132007	SSL20-4TX/1FX
4	EVNSL64X-0050	CAT 6 CABLE EVNSL64X 0050 (50FT)
PCU 1		
MPS IV POWER SUPPLIES		
1	2VAA008282R101	BP01-L, LEFT BASE
1	2VAA008282R301	BP01-R, RIGHT BASE
1	2VAA008283R101	BP03 BASE
1	PHARPSFAN03000	FAN, SYSTEM MONITORING AND COOLING
1	2VAA008284R101	BP-K01-AA, BASE-PLATE KIT FOR SPS, AC
4	2VAA008278R001	SPS01 POWER SUPPLY, 24V, 10A
2	2VAA008280R001	SPS03-5V POWER SUPPLY, 5V, 60A
2	2VAA008281R001	SPS03-15V POWER SUPPLY, +15V@3A, -15V@3A
1	1948506C8	DC BUS BAR
1	MPSIII-HDW-KIT	MPSIII HARDWARE KIT
1	6632052B2	Insulator Bus Polycarbonate Strip
POWER SUPPLIES		
1	PS24DC10A	24VDC POWER SYSTEM (10A)
MOUNTING PANEL WITH DIN RAIL		
3	3BSE022255R1	"AL-PROFILE WITH DIN RAIL, C. DUCT, 19""
EV CONTROLLER KITS		
1	7PAA006320R0200	SPC810EV1K02 - KIT, REDUNDANT, HN800
2	942132007	SSL20-4TX/1FX
4	EVNSL64X-0050	CAT 6 CABLE EVNSL64X 0050 (50FT)
ETHERNET COMMUNICATION MODULES		
2	RS30-2402	RS30-2402 24 PORT GB SWITCH W 2 FIBER PORTS
6	942132007	SSL20-4TX/1FX
PCU 32		
MPS IV POWER SUPPLIES		
1	2VAA008282R101	BP01-L, LEFT BASE
1	2VAA008282R301	BP01-R, RIGHT BASE
1	2VAA008283R101	BP03 BASE
1	PHARPSFAN03000	FAN, SYSTEM MONITORING AND COOLING
1	2VAA008284R101	BP-K01-AA, BASE-PLATE KIT FOR SPS, AC
4	2VAA008278R001	SPS01 POWER SUPPLY, 24V, 10A
2	2VAA008280R001	SPS03-5V POWER SUPPLY, 5V, 60A
2	2VAA008281R001	SPS03-15V POWER SUPPLY, +15V@3A, -15V@3A
1	1948506C8	DC BUS BAR
1	MPSIII-HDW-KIT	MPSIII HARDWARE KIT
1	6632052B2	Insulator Bus Polycarbonate Strip
POWER SUPPLIES		
1	PS24DC10A	24VDC POWER SYSTEM (10A)
MOUNTING PANEL WITH DIN RAIL		
1	3BSE022255R1	"AL-PROFILE WITH DIN RAIL, C. DUCT, 19""
EV CONTROLLER KITS		
1	7PAA006320R0200	SPC810EV1K02 - KIT, REDUNDANT, HN800

2	942132007	SSL20-4TX/1FX
4	EVNSL64X-0050	CAT 6 CABLE EVNSL64X 0050 (50FT)

BRIDGE MODULE

ETHERNET COMMUNICATION MODULES

1	SPIEB800K02	INFI-NET TO PN800 INTERFACE KIT, RED
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MISC PARTS

1	WD4003FRYZ	WD RED PLUS NAS HARD DRIVE WD40EFZX - HARD DRIVE - 4 TB - SATA 6GB/S
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Attachment 3

BOM for Phase 1

City of Riverside
Clearwater DCS Evolution - Phase 1
SAN-241125-1 Rev 02 - Equipment List

QTY	PART NUMBER	DESCRIPTION
PCU 59		
POWER SUPPLIES		
1	PWRKITACAC	INCOMING POWER KIT AC/AC
1	PWRKITDIS	POWER DISTRIBUTION KIT
2	PS24DC10A	24VDC POWER SYSTEM (10A)
REMOTE RACK I/O COMMUNICATION		
1	2VAA009363R1	HRBX01K04 COMPACT BUS EXT KIT HORIZONTAL
1	2VAA008580R1	CHBX01K02 COMPACT BUS EXT KIT HORIZ
1	SPK800-0A	S+ HN800/CW800 CABLE, 0.5 M
1	TER810	HN800 OR CW800 BUS TERMINATOR WITH COVER
MOUNTING PANEL WITH DIN RAIL		
1	3BSE022255R1	"AL-PROFILE WITH DIN RAIL, C. DUCT, 19""
SINGLE MOUNTING CHASSIS		
1	7PAA005099R11	EMC-SB01A EVO MOUN CHASSIS, SINGLE, REAR
2	TER810	HN800 OR CW800 BUS TERMINATOR WITH COVER
E I/O		
1	7PAA003099R11	AI12EA SDE HIGH LEVEL AI MODULE, 16-CH
1	7PAA005096R11	EMB01S-XIOA EVO MOUNT BASE FOR IO MODULE
1	7PAA001448R11	DI06EA SDE DI MODULE, 16-CH
1	7PAA005096R11	EMB01S-XIOA EVO MOUNT BASE FOR IO MODULE
1	7PAA003100R11	DO01EA SDE DO MODULE, 16-CH, OC CONTACTS
1	7PAA005096R11	EMB01S-XIOA EVO MOUNT BASE FOR IO MODULE
9	7PAA008883R1	BK01E BLANK SDE MODULE
9	7PAA015403R11	EMB01S-BLKA EVO. MTG. BASE BLANK (OR SPA
MISC PARTS		
6	1949920A1	16-PIN TERMINAL BLOCK, CLAMPING SCREW
PCU 13		
LOCAL PANEL COMMUNICATION ACCESSORIES		
1	2VAA008580R1	CHBX01K02 COMPACT BUS EXT KIT HORIZ
1	SPK800-PBA1-02	PBA TO HN800 CABLE, 2.0 M
2	TER810	HN800 OR CW800 BUS TERMINATOR WITH COVER
MPS IV POWER SUPPLIES		
1	2VAA008282R101	BP01-L, LEFT BASE
1	2VAA008282R301	BP01-R, RIGHT BASE
1	2VAA008283R101	BP03 BASE
1	PHARPSFAN03000	FAN, SYSTEM MONITORING AND COOLING
1	2VAA008284R101	BP-K01-AA, BASE-PLATE KIT FOR SPS, AC
4	2VAA008278R001	SPS01 POWER SUPPLY, 24V, 10A
2	2VAA008280R001	SPS03-5V POWER SUPPLY, 5V, 60A
2	2VAA008281R001	SPS03-15V POWER SUPPLY, +15V@3A, -15V@3A
1	1948506C8	DC BUS BAR
1	MPSIII-HDW-KIT	MPSIII HARDWARE KIT
1	6632052B2	Insulator Bus Polycarbonate Strip
POWER SUPPLIES		
1	PS24DC10A	24VDC POWER SYSTEM (10A)
MOUNTING PANEL WITH DIN RAIL		
1	3BSE022255R1	"AL-PROFILE WITH DIN RAIL, C. DUCT, 19""
EV CONTROLLER KITS		
1	7PAA006320R0200	SPC810EV1K02 - KIT, REDUNDANT, HN800
2	942132007	SSL20-4TX/1FX
4	EVNSL64X-0050	CAT 6 CABLE EVNSL64X 0050 (50FT)
PCU 28		
POWER SUPPLIES		
1	PWRKITACAC	INCOMING POWER KIT AC/AC
1	PWRKITDIS	POWER DISTRIBUTION KIT
2	PS24DC10A	24VDC POWER SYSTEM (10A)
REMOTE RACK I/O COMMUNICATION		
1	2VAA009363R1	HRBX01K04 COMPACT BUS EXT KIT HORIZONTAL
1	2VAA008580R1	CHBX01K02 COMPACT BUS EXT KIT HORIZ
1	SPK800-0A	S+ HN800/CW800 CABLE, 0.5 M
1	TER810	HN800 OR CW800 BUS TERMINATOR WITH COVER
MOUNTING PANEL WITH DIN RAIL		

1	3BSE022255R1	"AL-PROFILE WITH DIN RAIL, C. DUCT, 19""
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SINGLE MOUNTING CHASSIS		
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1	7PAA005099R11	EMC-SB01A EVO MOUN CHASSIS, SINGLE, REAR
2	TER810	HN800 OR CW800 BUS TERMINATOR WITH COVER

E I/O		
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1	7PAA001446R11	AI16EA SDE UNIVERSAL AI MODULE, 16-CH
1	7PAA005094R11	EMB01S-UAIA EVO MOUNT BASE FOR AI16EA
1	7PAA001451R11	PI01EA SDE PULSE/FREQ INPUT MODULE, 8-CH
1	7PAA008524R11	EMB01S-PIOA EVO MOUNT BASE FOR PI01EA
10	7PAA008883R1	BK01E BLANK SDE MODULE
10	7PAA015403R11	EMB01S-BLKA EVO. MTG. BASE BLANK (OR SPA
4	1949920A1	16-PIN TERMINAL BLOCK, CLAMPING SCREW

BRIDGE MODULE		
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ETHERNET COMMUNICATION MODULES		
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1	SPIEB800K02	INFI-NET TO PN800 INTERFACE KIT, RED
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MISC PARTS		
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1	WD4003FRYZ	WD RED PLUS NAS HARD DRIVE WD40EFZX - HARD DRIVE - 4 TB - SATA 6GB/S
---	------------	---



Attachment 4

BOM for Phase 2



City of Riverside
Clearwater DCS Evolution - Phase 2
SAN-241125-1 Rev 02 - Equipment List

QTY	PART NUMBER	DESCRIPTION
PCU 22		
MPS IV POWER SUPPLIES		
1	2VAA008282R101	BP01-L, LEFT BASE
1	2VAA008282R301	BP01-R, RIGHT BASE
1	2VAA008283R101	BP03 BASE
1	PHARPSFAN03000	FAN, SYSTEM MONITORING AND COOLING
1	2VAA008284R101	BP-K01-AA, BASE-PLATE KIT FOR SPS, AC
4	2VAA008278R001	SPS01 POWER SUPPLY, 24V, 10A
2	2VAA008280R001	SPS03-5V POWER SUPPLY, 5V, 60A
2	2VAA008281R001	SPS03-15V POWER SUPPLY, +15V@3A, -15V@3A
1	1948506C8	DC BUS BAR
1	MPSIII-HDW-KIT	MPSIII HARDWARE KIT
1	6632052B2	Insulator Bus Polycarbonate Strip
POWER SUPPLIES		
1	PS24DC10A	24VDC POWER SYSTEM (10A)
MOUNTING PANEL WITH DIN RAIL		
1	3BSE022255R1	"AL-PROFILE WITH DIN RAIL, C. DUCT, 19""
EV CONTROLLER KITS		
1	7PAA006320R0200	SPC810EV1K02 - KIT, REDUNDANT, HN800
2	942132007	SSL20-4TX/1FX
4	EVNSL64X-0050	CAT 6 CABLE EVNSL64X 0050 (50FT)
MISC PARTS		
1	WD4003FRYZ	WD RED PLUS NAS HARD DRIVE WD40EFZX - HARD DRIVE - 4 TB - SATA 6GB/S



Attachment 5

BOM for Phase 3



City of Riverside
Clearwater DCS Evolution - Phase 3
SAN-241125-1 Rev 02 - Equipment List

QTY	PART NUMBER	DESCRIPTION
PCU 1		
MPS IV POWER SUPPLIES		
1	2VAA008282R101	BP01-L, LEFT BASE
1	2VAA008282R301	BP01-R, RIGHT BASE
1	2VAA008283R101	BP03 BASE
1	PHARPSFAN03000	FAN, SYSTEM MONITORING AND COOLING
1	2VAA008284R101	BP-K01-AA, BASE-PLATE KIT FOR SPS, AC
4	2VAA008278R001	SPS01 POWER SUPPLY, 24V, 10A
2	2VAA008280R001	SPS03-5V POWER SUPPLY, 5V, 60A
2	2VAA008281R001	SPS03-15V POWER SUPPLY, +15V@3A, -15V@3A
1	1948506C8	DC BUS BAR
1	MPSIII-HDW-KIT	MPSIII HARDWARE KIT
1	6632052B2	Insulator Bus Polycarbonate Strip
POWER SUPPLIES		
1	PS24DC10A	24VDC POWER SYSTEM (10A)
MOUNTING PANEL WITH DIN RAIL		
3	3BSE022255R1	"AL-PROFILE WITH DIN RAIL, C. DUCT, 19""
EV CONTROLLER KITS		
1	7PAA006320R0200	SPC810EV1K02 - KIT, REDUNDANT, HN800
2	942132007	SSL20-4TX/1FX
4	EVNSL64X-0050	CAT 6 CABLE EVNSL64X 0050 (50FT)
ETHERNET COMMUNICATION MODULES		
2	RS30-2402	RS30-2402 24 PORT GB SWITCH W 2 FIBER PORTS
6	942132007	SSL20-4TX/1FX
PCU 32		
MPS IV POWER SUPPLIES		
1	2VAA008282R101	BP01-L, LEFT BASE
1	2VAA008282R301	BP01-R, RIGHT BASE
1	2VAA008283R101	BP03 BASE
1	PHARPSFAN03000	FAN, SYSTEM MONITORING AND COOLING
1	2VAA008284R101	BP-K01-AA, BASE-PLATE KIT FOR SPS, AC
4	2VAA008278R001	SPS01 POWER SUPPLY, 24V, 10A
2	2VAA008280R001	SPS03-5V POWER SUPPLY, 5V, 60A
2	2VAA008281R001	SPS03-15V POWER SUPPLY, +15V@3A, -15V@3A
1	1948506C8	DC BUS BAR
1	MPSIII-HDW-KIT	MPSIII HARDWARE KIT
1	6632052B2	Insulator Bus Polycarbonate Strip
POWER SUPPLIES		
1	PS24DC10A	24VDC POWER SYSTEM (10A)
MOUNTING PANEL WITH DIN RAIL		
1	3BSE022255R1	"AL-PROFILE WITH DIN RAIL, C. DUCT, 19""
EV CONTROLLER KITS		
1	7PAA006320R0200	SPC810EV1K02 - KIT, REDUNDANT, HN800
2	942132007	SSL20-4TX/1FX
4	EVNSL64X-0050	CAT 6 CABLE EVNSL64X 0050 (50FT)
HD		
MISC PARTS		
1	WD4003FRYZ	WD RED PLUS NAS HARD DRIVE WD40EFZX - HARD DRIVE - 4 TB - SATA 6GB/S

Attachment 6

BOM for Start Up and Commissioning Spares for Combined
Phases



City of Riverside
Clearwater DCS Evolution - Combined Phase(Start Up/Commissioning Spares)
SAN-241125-1 Rev 02 - Equipment List

QTY	PART NUMBER	DESCRIPTION
START UP AND COMMISSIONING SPARES		
MISC		
1	2VAA008580R1	cHBX01K02 S+ Compact Bus Ext Kit
1	7PAA003099R11	AI12EA SDE HIGH LEVEL AI MODULE, 16-CH
1	7PAA001446R11	AI16EA SDE UNIVERSAL AI MODULE, 16-CH
1	7PAA001448R11	DI06EA SDE DI MODULE, 16-CH
1	7PAA003100R11	DO01EA SDE DO MODULE, 16-CH, OC CONTACTS
1	7PAA001451R11	PI01EA SDE PULSE/FREQ INPUT MODULE, 8-CH
1	2VAA008278R001	SPS01 Power Supply, 24V, 10A
1	2VAA008280R001	SPS03-5V Power Supply, 5V, 60A
1	2VAA008281R001	SPS03-15V Power Supply, +15V@3A, -15V@3A
1	7PAA006320R0100	SPC810EV1K01 - KIT, NON-REDUNDANT, HN800



Attachment 7

BOM for Start Up and Commissioning Spares for Phase 1



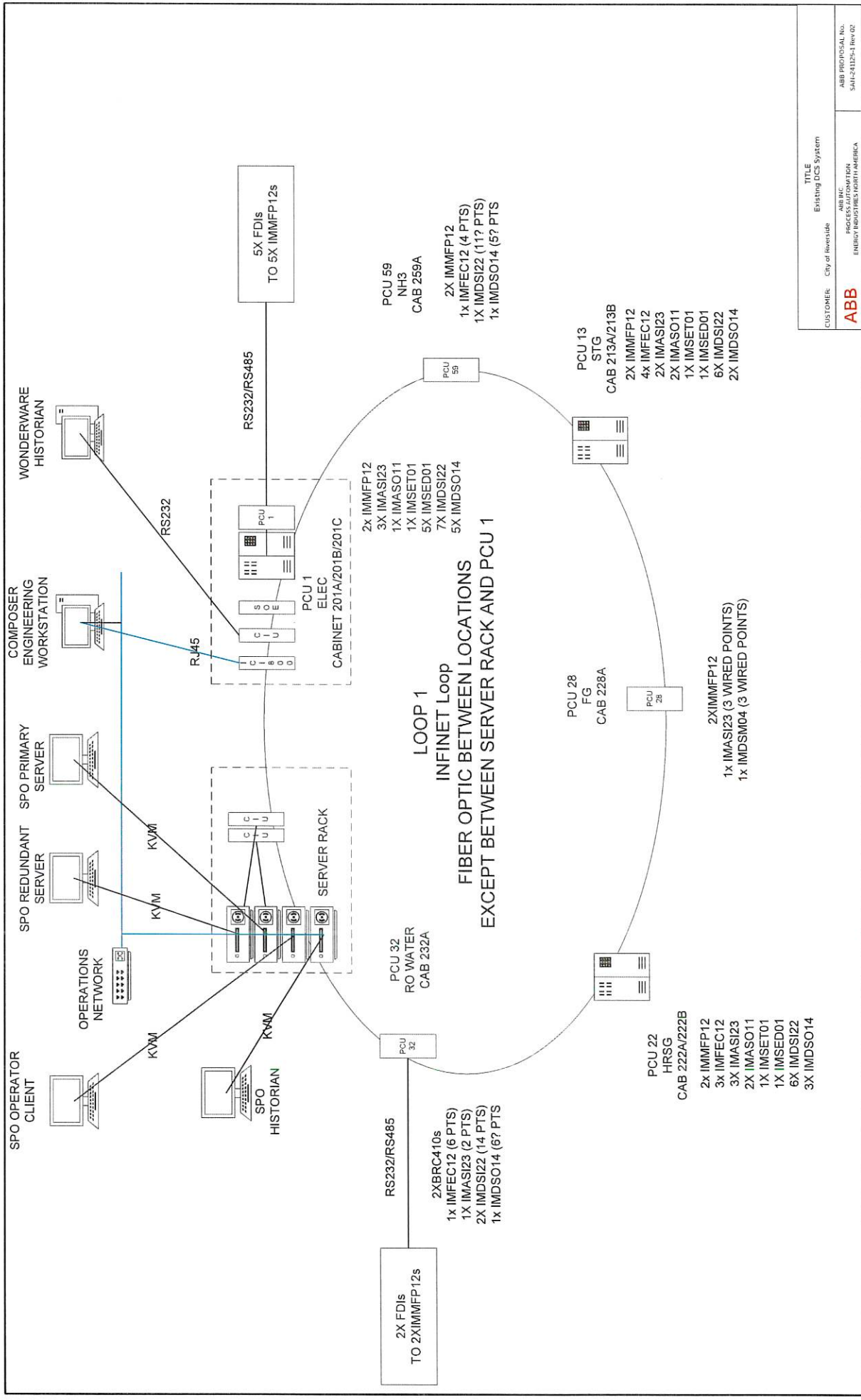
City of Riverside
Clearwater DCS Evolution - Phase 1(Start Up/Commissioning Spares)
SAN-241125-1 Rev 02 - Equipment List

QTY	PART NUMBER	DESCRIPTION
START UP AND COMMISSIONING SPARES		
MISC		
1	2VAA008580R1	cHBX01K02 S+ Compact Bus Ext Kit
1	7PAA003099R11	AI12EA SDE HIGH LEVEL AI MODULE, 16-CH
1	7PAA001446R11	AI16EA SDE UNIVERSAL AI MODULE, 16-CH
1	7PAA001448R11	DI06EA SDE DI MODULE, 16-CH
1	7PAA003100R11	DO01EA SDE DO MODULE, 16-CH, OC CONTACTS
1	7PAA001451R11	PI01EA SDE PULSE/FREQ INPUT MODULE, 8-CH
1	2VAA008278R001	SPS01 Power Supply, 24V, 10A
1	2VAA008280R001	SPS03-5V Power Supply, 5V, 60A
1	2VAA008281R001	SPS03-15V Power Supply, +15V@3A, -15V@3A
1	7PAA006320R0100	SPC810EV1K01 - KIT, NON-REDUNDANT, HN800



Attachment 8

System Overview Drawing for existing DCS

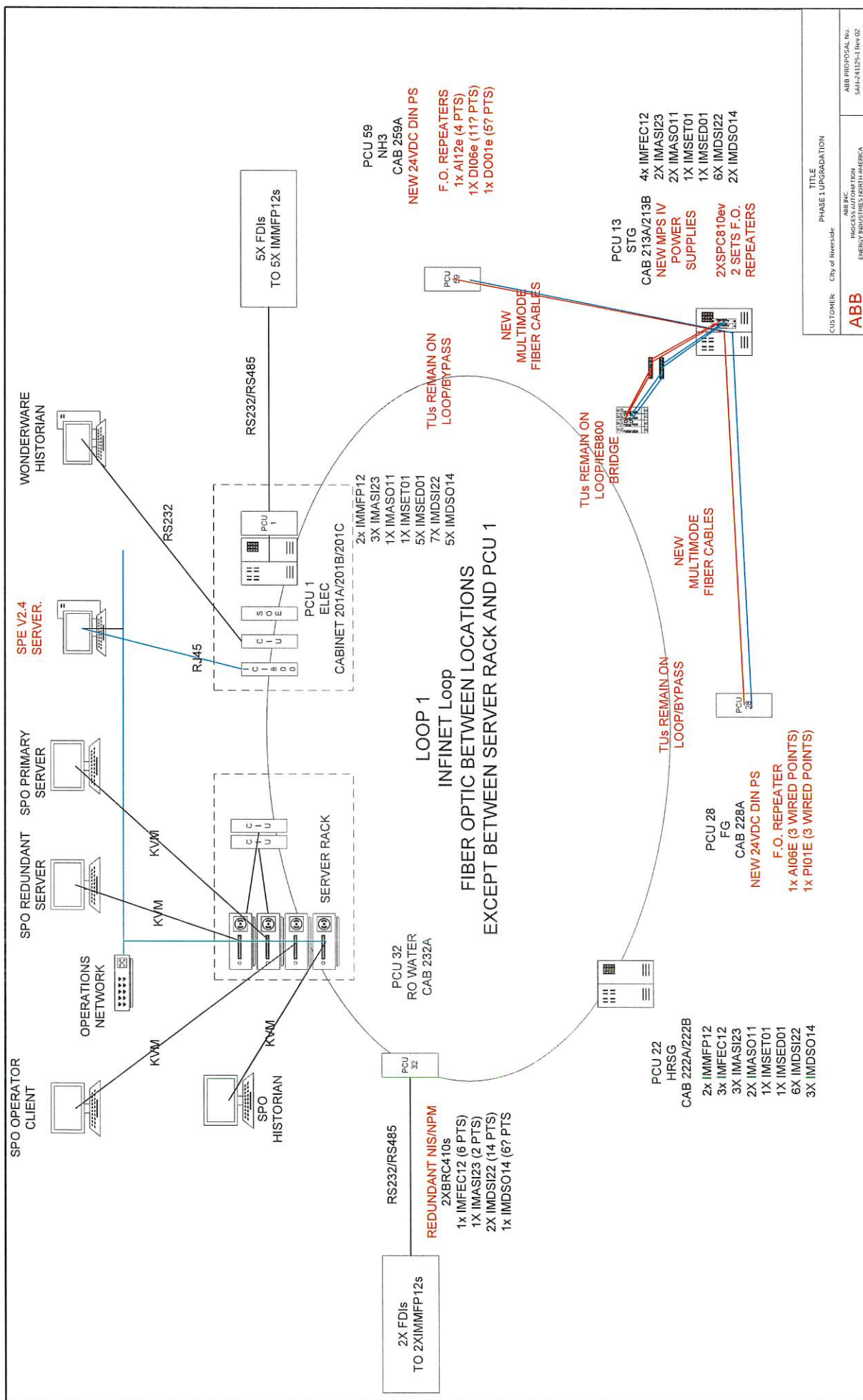


TITLE	
CUSTOMER	City of Riverside
Existing DCS System	
ABB	
ABB INC.	
PROCESS AUTOMATION	
ENERGY INDUSTRIES NORTH AMERICA	
ABB PROPOSAL NO.	
SAP-04125-1 REV 02	



Attachment 9

System Overview Drawing for Phase 1





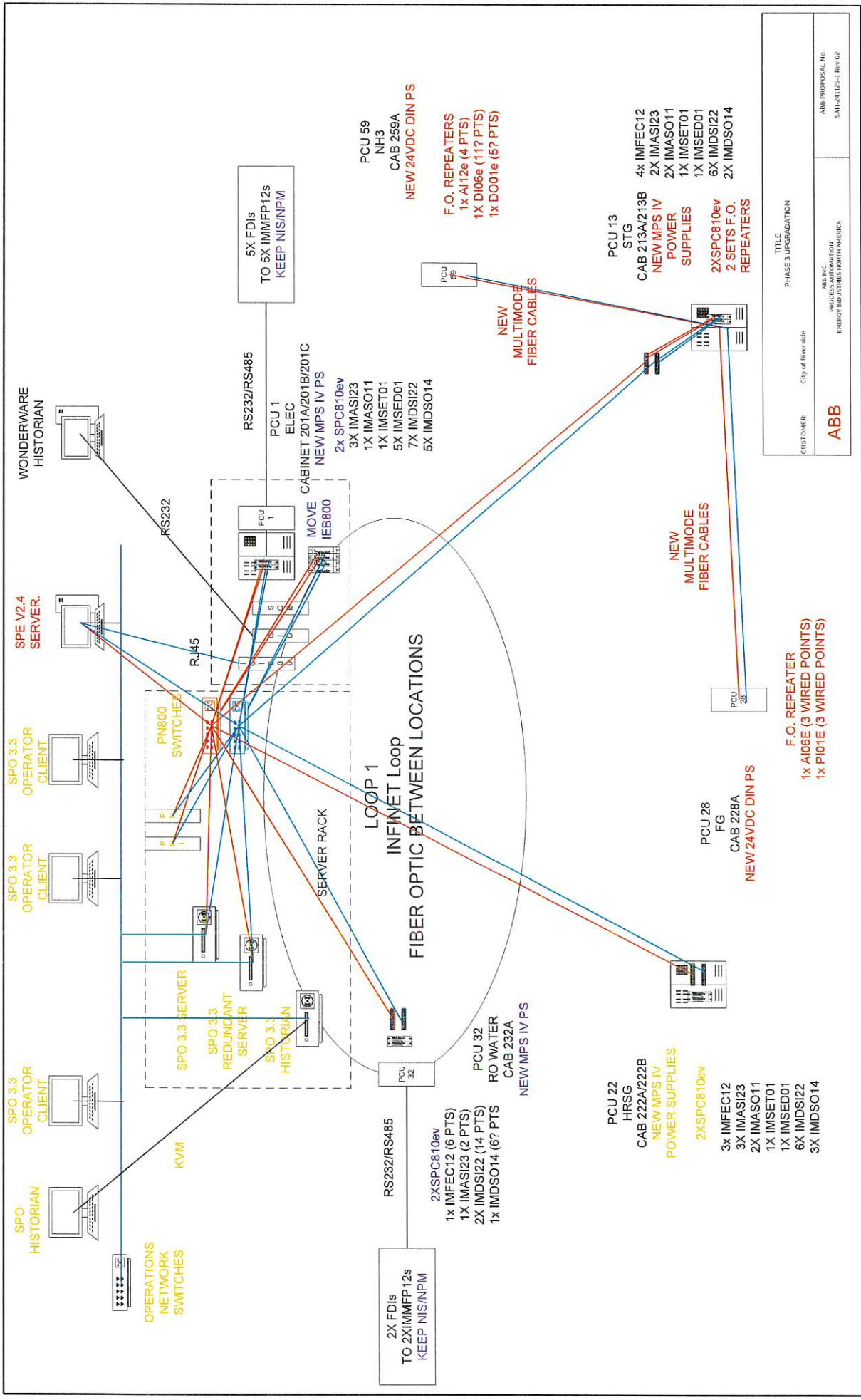
Attachment 10

System Overview Drawing for Phase 2



Attachment 11

System Overview Drawing for Phase 3

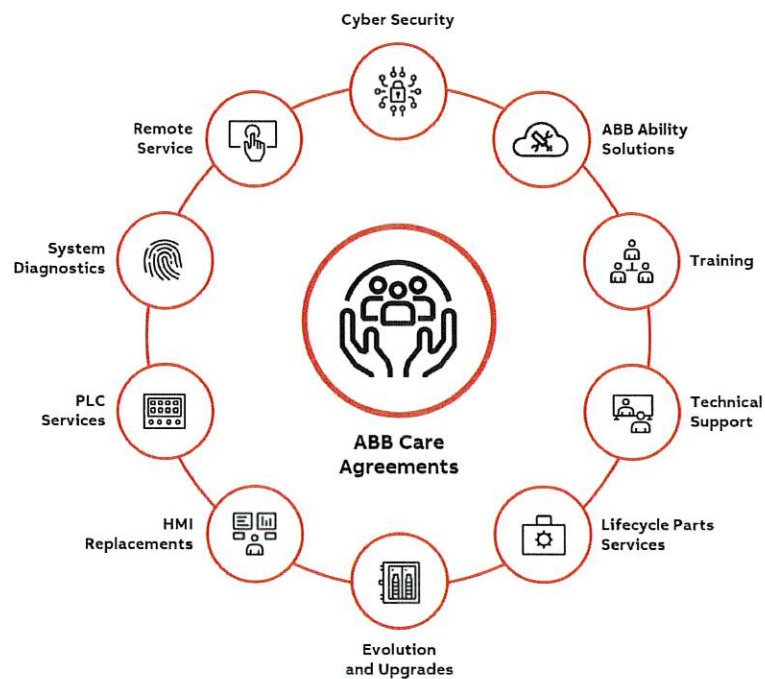


TITLE		PHASE 3 UPGRADE	
CUSTOMER		City of Newside	
ABB		ABB INC. PROCESS AUTOMATION ENERGY & INDUSTRIAL NORTH AMERICA	
ABB PROPOSAL No.		SAN-241125-1 Rev 02	

Let's write the future
Together



Industry Care Priority



John Baker
City of Riverside
Clearwater Power Plant
2201 Railroad Street
Corona, CA 92880

Proposal Date: June 2, 2025
Proposal Number: EAS-241218-1 Rev 03
Service Account Manager: Brett Walmsley

Confidential. Do not disclose to any 3rd party.

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1 Introduction

Industry Care is a best-in-class service offering designed to increase your plant's uptime, extend your plant's life, increase your operational efficacy, and ultimately, provide the means to support all service needs today and the expertise to plan for tomorrow's dynamic changes. With unparalleled knowledge resulting from solutions installed at thousands of facilities around the world, ABB is uniquely qualified to help manage all aspects of your plant, from your primary electrical equipment to your control system and all connected devices.

We build the right combination of services and values for your needs and demands. The core Industry Care package contains essential services like Telephone Support to give you quick and effective expert support, access to myABB portal to give you the power of knowledge about the status of your system and equipment, and the ABB Software Maintenance support you need to keep your system current and compliant. You can customize each with optional upgrades to fit your specific operation. For example, if your priority is knowing more about your asset health, asset monitoring and remote access can be added to your Industry Care package. Or if you need extra peace of mind with on-site support, mobilization to site, or a resident engineer, we can provide service with boots on the ground.

Industry Care drives value for your plant by providing **rapid response** to issues and questions, including services and technologies that **extend the lifecycle** and **improve the reliability** of your control system, and **improve the operating performance** of your process. The Care contract value can be further enhanced by leveraging the full breadth and depth of ABB capabilities including cyber security, performance evaluations, and ABB Ability™ digital technologies.

It's all about improving *your* business outcomes. From ABB's portfolio of technology, field services, and spare parts to consulting, optimization, and ABB Ability™ digital portfolio; we support every stage of the plants life cycle and ensure maximum results from your full fleet of assets.

2 Contract Management

2.1 Sites supported

This Industry Care agreement covers ABB supplied Distributed Control Systems (DCS) at the following plant location(s). Services may be used for each system installed on the named site unless specified otherwise.

City of Riverside:

- Clearwater Power Plant, CA

2.2 Term of Agreement

This is a Three Year agreement starting November 01, 2025 ending October 31, 2028.

2.3 Regional Service Management Team

The ABB Regional Services Management team includes an Operations Manager, Service Coordinator, Business Administrator, Sales Account Manager as well as the Technical Account Manager, with escalation to a Regional Director.

The Regional Service Management Team will be responsible for the quality monitoring, reporting and follow up of continuous improvement of Scope of Work. The Contract Team is responsible for execution of the following functions:

- Overall responsible for Scope of Work and single point of contact for Customer's Contract Holder
- Operations of a resource team to meet requirements from Customer and Scope of Work
- Review of available lifecycle information for registered installed base
- Provide information about recommended spare parts

3 Automation Software Maintenance

3.1.1 Automation Software Maintenance Solutions

For the term of this contract City of Riverside will receive Automation Software Maintenance (ASM) solutions for the SID's named in the table below including support for ancillary system functionality as indicated by checkmark. The Automation Software Maintenance (ASM) Solutions assists you as a system owner in actively managing your ABB control system software life cycle costs and helps you maximize the value of your automation investment. It offers a range of solutions to support and extend the life and reliability of your ABB control systems.

Through these ASM Solutions, City of Riverside has access to the following items allowing them to maintain their automation software.

- Access to software or firmware error corrections, performance improvements, and 3rd party compatibility updates for the current (i.e. latest released) Active and Classic software versions installed. ABB does not provide error corrections, performance improvements, and 3rd party compatibility updates for software in Limited or Obsolete lifecycle status.
- Ability to upgrade the currently installed software products from one version of the platform to the latest version of the same platform for platforms that are Active or Classic lifecycle status. This does not include ability to upgrade versions that are Obsolete lifecycle status or evolve from one platform to a different platform. This ability can be supplied at additional cost.
- Access to myABB portal suite of premium services including:
 - Documentation via ABB Library
 - Customer training options
 - Control system diagnostic information from My Control Systems
 - Customer installed base displayed on My Installations
 - Management of Technical Support cases (provided contract includes technical support with 1-hour response time)
 - View ABB recommended services and schedules
 - Analyze and manage spare parts ordering and inventory
 - Order products and parts through eCommerce Platform
 - How to contact ABB
- Access to control system diagnostic information and access to list of ABB approved Microsoft security patches via the myABB portal (however not the patches themselves) via My Control Systems.
- Ability to escalate service support cases to ABB engineering Level 3 and Level 4 if necessary, as determined by the ABB Technical Support team. Additional fees may apply depending on the issue complexity and resources required to address said issue.
- Implementation of new software releases are not included.
- Minimum 3-year commitment required.

Plant/System Name	Product Description & Version	SID	# Concurrent Users	System Functionality
Clearwater Power Plant	S+ Operations, Primary, v2.0	SID28318	6	☒ Fingerprint License ☒ History ☐ Harm. Gateway ☐ Batch ☐ Safety ☐ Open

See Appendix A for list of licenses included in each SID

Delivery of software updates will be through the myABB portal, or on physical media in certain situations. Flashable firmware updates will be available through this portal as well. Firmware updates delivered on physical media may be purchased for an additional fee.

The software maintenance solutions provided by ABB under this section apply to ABB developed and supplied software only and will automatically be subject to the applicable end-user software license agreement. Software Maintenance solutions do not apply to 3rd party software unless specified. Software corrections for customer specific issues are not available prior to the release of a periodic software maintenance update.

Use of some features contained in the software updates may require different or additional operating system software or hardware. This solution does not provide any hardware or operating system / third party software.

ASM solutions will automatically be discontinued immediately at the conclusion of this contract. In the case of multi-year contracts, ASM solutions may be interrupted if customer purchase order or other customer work authorization is not received 30 days prior to subsequent year start date. ASM solutions renewed more than 30 days after the conclusion of this contract are subject to additional rejoin fees.

3.2 Rapid Response Services

3.2.1 Telephone Support

City of Riverside will have access to an **unlimited number** of technical support cases. Support cases initiated via telephone will have a **1 hour** response during normal business hours (M-F 8:00AM – 5:00PM US Eastern time excluding holidays) throughout the duration of this contract. The 1-hour response time begins when a phone call initiated technical support request is acknowledged by a specialist. The 1-hour response does not apply to e-mail initiated support cases and does not constitute a guarantee of any sort. Escalation of support cases requires system to be covered by software maintenance services, is made through the ABB Contact Center, and may incur additional fees.

Technical support is available 24/365 with afterhours support limited to cases where the system is down, in danger of going down, or when system performance is significantly off from expected. This support function may be utilized by any employee of the customer using the ABB Systems (excluding contractors, subcontractors, integrators, or any party other than an employee of the purchaser).

When an incident is categorized as an Emergency, work shall start immediately and continue outside of the agreed hours until the problem is resolved. The categorization is determined by the urgency and impact of the incident. Critical HSSE (Health, Safety, Security and Environmental) situations, loss of production, total loss of view of the process are situations that are categorized as Emergency. This may also include situations that could lead to a production loss or HSSE issue.

ABB Contact Center contact details are:

Email: AutomationSupportLine@us.abb.com
Telephone number: 1-800-HELP-365 (1-800-435-7365)

City of Riverside Request will include the following information to the ABB Contact Center:

- Customer name
- Name of inquirer
- Name of site
- Type of equipment
- Description of inquiry
- Priority of the inquiry
- Contact details of the inquirer

3.2.2 Online Support

Online support is available through the Premium version of MyABB / My Control System module. Through My MyABB/My Control System module, you can:

- Check my system licenses / Automation Software Maintenance status
- See system details pages and system reports
- Have access to subscriptions and software licenses of the installed control system(s)
- Access cyber security related information, recommendations and downloads
- Determine contact information of designated ABB Service organization
- Find My safety reports / My product alerts
- Research available training
- Access security updates and patches, service packs, new control system software versions
- See validation results and downloadable qualified third party security updates form Microsoft / McAfee ePO policies/Symantec definition files
- Find user manuals, data sheets, product updates
- Check the overall status of the process control system health, performance and validated software updates

Online support may be utilized by any employee of the customer using the ABB Systems (excluding contractors, subcontractors, integrators, or any party other than an employee of the purchaser). For each system under contract, City of Riverside will have up to fifteen (15) users, plus one (1) control system administrator. **City of Riverside is responsible for completing and returning the form in Appendix C for user access.** For an overview of the MyABB Portal, please review this brief training video: [MyABB Portal Overview](#)

3.2.3 Visual Remote Support

If needed to help resolve an issue, the ABB phone support team may initiate a video call utilizing ABB's Visual Remote Support tool. ABB Visual Remote Support is a communication tool that improves interaction between remote experts and field personnel by enabling instructions and guidance to be overlaid on live video using augmented reality technology. The tool simplifies

maintenance, reduces downtime, increases equipment effectiveness and improves safety. This allows you to expand the technical knowledge of your workforce as your personnel gain hands-on maintenance experience while being guided by ABB's global expert support network.

- ABB's remote support technician will initiate this session via a web link sent by text or e-mail (with verbal permission of customer contact).
- Visual Remote Support may be utilized by designated employees of the customer only. Contractors, subcontractors, integrators, or any party other than an employee of the purchaser are excluded from using the licenses supplied herein.
- Supported operating systems: iOS, Android, Windows 10
- Hands-free options through wearable technology (Realwear Headset and others) are supported
- ABB shall treat all the materials and information received from the site as confidential client data.
- Cellular/WiFi Service must be available in areas of plant intended for use with solution.
- Capture of Photo/Video of site equipment must be permitted to conduct a Virtual Remote Support session.
- All information captured via Visual Remote Support will be included in the ABB's case tracking documentation.

3.2.4 Technical Support Case Tracking

The primary customer contact listed for Telephone Support will also have access to Technical Support case tracking via the case tracking module on myPortal.ABB.com. Technical Support case tracking provides the flexibility to follow resolution progress of open cases, to check up on the activity of open cases, and to research closed case histories. The primary customer contact will be able to view all cases assigned to the site regardless of who opened the case and also can authorize additional authorized users. Authorized users must be an employee of the customer using the ABB Systems (excluding contractors, subcontractors, integrators, or any party other than an employee of the purchaser).

Specifically, each authorized user will be able to enter, modify, and track support cases via myPortal.ABB.com (Case Tracking Application). The authorized users will be able to:

- View their cases only
- View entire site cases
- Search for specific subjects, callers, etc
- Update any active case with comments, ask a question, add additional details, or attach files
- Follow the progress on any specific case
- Enter new cases 24/7

3.3 Lifecycle Management Services

3.3.1 Control System Benchmark

As part of the Care contract, ABB will conduct a Control System Benchmark on (1) of the covered systems to be mutually agreed upon by ABB and **City of Riverside** during the term of the contract. The Control System Benchmark will provide to the customer an accurate depiction of the installed control system equipment, along with lifecycle status and criticality matrix, warranty information (if available) and which equipment is covered by the agreement within a report on the myABB customer portal within the My Control System module.

The Control System Benchmark is conducted by running the My Control System Products Data Collector (MCS-DC) automated tool that can be downloaded from myABB or provided to customer by USB storage media. The MCS-DC tool validates key parameters including:

- Lifecycle status of hardware and software
- ABB software versions are all loaded correctly and are on appropriate nodes
- Appropriate versions of Microsoft software, including patches are on every node
- Most up-to-date antivirus (McAfee or Symantec) software on every node
- Microsoft Windows, computer hardware and controller KPI's to determine system load
- Control hardware version
- Cybersecurity settings

In order to complete the Control System Benchmark the MCS-DC tool must be run from a Microsoft Windows workstation or server that is on the same network as all the other control system nodes. City of Riverside may apply virus checks to media prior to loading the MCS-DC tool on the system. The MCS-DC tool runs in the background and does not need to be attended. The length of time needed to complete varies based on system size.

3.3.2 Onsite Field Service

As part of the Industry Care contract, ABB will provide a discounted rate of **10 percent** off the current year issued field service labor rates to perform preventive and corrective maintenance services. Standard service labor rates and ABB recognized holidays are shown in Appendix B of this proposal and apply only to the delineated calendar year. Standard service labor rates are updated annually and can be supplied upon request. Service labor time includes travel to and from the site, time for training required to obtain site access, diagnostic time, repair time, verification time, time awaiting the delivery of parts, time waiting for access to equipment, and time required to complete the documentation of the service call activities. A minimum of four (4) hours is charged for any service call to a client's facility. The use of these hours are subject to defined Primary Working Hours as referenced in Appendix B.

Travel and living expenses will be invoiced separately for these hours.

Additional purchased material, equipment rental, oil processing trailers, etc. are in addition to service hours and will be quoted per the service required.

3.3.3 Hardware & Software Discounts

ABB will provide hardware and software discounts off the current ABB price book for below listed hardware and software during the Industry Care contract period. Discounts for repairs and refurbished parts apply to listed hardware systems only. Discounts during the contract period will be extended at the following rates:

Hardware

New	Description
Symphony Plus Harmony (Rack)	10% discount (0.90 of list)
Symphony Plus (DIN)	10% discount (0.90 of list)

Repairs and Refurbished parts

Repairs	10% discount (0.90 of list)
Refurbished	10% discount (0.90 of list)

Software

Symphony Plus	10% discount (0.90 of list)
---------------	-----------------------------

* Discount applies to currently licensed products. Includes software licenses, media, and USB dongles for new or expansion licensing. Some software expansions may impact the annual price of the Industry Care contract.

3.3.4 In-Person & On-Line Training Classes

City of Riverside is also entitled to purchase in-center and on-line training classes from ABB University at **10 percent** off the current list price if purchased during the contract period.

- The discounted pricing would only apply to list price, ABB in-center and on-line training classes, scheduled as open enrollment events.
- The discounted pricing would not apply to on-site training events or coaching services.
- This discount cannot be combined with any other agreements or promotions.

ABB University has the right to cancel an open enrollment class that does not meet the student minimum to conduct the training class. ABB University commits to cancelling a class at least 2 weeks prior to the scheduled start date. If the customer chooses to cancel an enrollment, they must do so at least 2 weeks prior to the class start date to avoid a cancellation fee.

To view scheduled in-center classes go to <https://mylearning-americas.abb.com/>, click on Sign In, then Catalog, and type the course number or key word in the search box.

3.3.5 Loyalty Offers

As a participant in the Industry Care program, City of Riverside will have access to quarterly published Loyalty Offers throughout the duration of the contract. These are special access discounts only made available to contract holders. The Loyalty Offers are made available at the beginning of each calendar year quarter and provide discounts to part and labor packages.

3.4 Cyber Security Services

3.4.1 Cyber Security Patch Delivery

Included in this contract are monthly deliveries of the latest ABB validated Microsoft security patches, bulletins, and supporting files for ABB Distributed Control System (DCS) nodes. These updates, delivered via USB drive, include standalone Microsoft patches, Trellix update packages, and detailed product release notes. The USB files are fully compatible with direct application, ABB Patch Management Utility, or ABB Cyber Security Workplace (CSWP2.0) for centralized deployment.

For customers who have opted out of USB delivery, updates will be provided on DVDs instead. While the DVDs include the same Microsoft security patches, update packages, and release notes, they do not contain the prepackaged files required for import directly into Cyber Security Workplace 2.0. Customers who would like to opt out of USB delivery in favor of DVDs, please select that option on the form in Appendix E and return to ABB with your purchase order.

Also included are associated ABB validation test status documentation. This document lists Microsoft security bulletins including relevant KB article numbers, criticality, affected Microsoft products, and ABB's validation status.

Patch validation applies only for ABB software at "Active" or "Classic" status at the latest available service pack. The validation testing of Microsoft security updates is done along with Trellix (fka McAfee) ENS. Documentation about the latest patch level, scan engine, and virus definition file versions validated are published together with the Microsoft security update test results. The information and software provided is for use on ABB systems covered by this Contract. **City of Riverside is responsible for completing and returning the form in Appendix D for delivery contact and address of this disc.**

3.5 Expanded Capabilities

The following solutions are include in the scope of this agreement only if indicated as such by a checkmark next to the item.

3.5.1 Parts & Services Utilization Account

As an Industry participant, City of Riverside can establish a pre-paid Parts & Service Utilization Account in the amount of \$10,000 per year. Parts & Service Utilization Account funds may be

used to purchase parts, repairs, field services at list prices. Any parts, repairs, or field services purchased over and above the value of the Parts and Services Utilization Account may be purchased at the discount levels shown below. Discounts apply only for listed hardware and software systems.

Hardware

New	Description
Symphony Plus Harmony (Rack)	12% discount (0.88 of list)
Symphony Plus	12% discount (0.88 of list)
System 800xA	12% discount (0.88 of list)
DCI System Six	12% discount (0.88 of list)
Advant	12% discount (0.88 of list)

Repairs and Refurbished parts

Repairs	12% discount (0.88 of list)
Refurbished	12% discount (0.88 of list)

Software

Symphony Plus	12% discount (0.88 of list)
System 800xA	12% discount (0.88 of list)

Services

Field Service Hours	12% discount (0.88 of list)
Loyalty Offers	Published Loyalty Offer Price
Training	Discount rate included in section "In-Person Training Classes"

No other discounts apply when using Parts & Services Utilization account funds.

For the purpose of this agreement:

- The customer is responsible for returning all failed parts under the RMA issued within 14 days of receipt of the RMA. Failure to return failed parts will result in an additional charge of 20% of the list price against the account balance.
- The published spare parts list price for the part or repair cost will be deducted as ordered from the parts account balance.

- Any parts usage beyond the amount stated herein for the contract period will be invoiced separately at the list price less the discount stated herein. A purchase order will be required.
- All replaced components become property of ABB Inc.
- Customer is separately responsible for all shipping charges.
- Parts usage below the cap may not be applied toward any other portion of this contract.
- No combining of discounts is permitted.
- ***Parts & Service Utilization Funds not consumed within the term of the contract will be forfeited without compensation.***

3.6 Optional Services

The following services may be purchased as additional scope. Pricing is shown in Section 4 under "Optional Services".

3.6.1 Optional On-Request Field Service

As part of the Industry Care contract, ABB will provide **up to 140 hours** of OCS Field Services to perform on-site maintenance services.

Pricing Summary

Total Quantity	Description	2025 Hourly Rate*	Total Price
140 hours	OCS Field Services, 8 hr Days (Monday - Friday)	\$359.10	\$50,274

**Hourly rate includes 10% discount on ABB Standard Field Service rates for 2025.*

Hours will be invoiced as they are consumed. Travel and living expenses have **not** been included and will be billed separately at actual cost plus 10%.

3.6.1.1 Assumptions and Clarifications

Total deliverable service hours will be capped at **140 hours** for the duration of this contract. Service labor time includes travel to and from the site, time for training required to obtain site access, diagnostic time, repair time, verification time, time awaiting the delivery of parts, time waiting for access to equipment, and time required to complete the documentation of the service call activities. A minimum of four (4) hours is charged for any service call to a client's facility. The use of these hours are subject to defined Primary Working Hours as referenced below.

Primary Work Hours

Standard labor rates are applicable during Primary Working Hours (PWH) defined as an 8-hour period beginning between 7:00 A.M. and 10:00 A.M. Monday through Friday, excluding national



and ABB recognized holidays. The primary work hours include a one half-hour non-paid lunch period and two 15-minute breaks during the day.

Overtime Hours

For billing purposes ABB Inc. defines overtime as those hours worked outside the Primary Working Hours or in excess of eight (8) hours in one day. The standard charges for overtime are defined as follows:

- All work performed outside the PWH or over 8 hours in one day is charged at one and one half times the labor rate (Base Service Labor Rate X 1.5).
- All work performed on Saturday is charged at one and one half times the labor rate (Base Service Labor Rate X 1.5).
- All work performed on Sunday is charged at two times the labor rate (Base Service Labor Rate X 2).
- All work performed on national or an ABB holiday is charged at three times the labor rate (Base Service Labor Rate X 3).

Travel and living expenses will be invoiced separately for these hours.

- *Travel expenses are charged at 62.5 cents / mile or actual public transportation costs plus 10%.*
- *Travel and Living expenses will be charged at actual costs incurred plus 10%.*
- *Completed Travel Time, to and from the Customer Site, will be charged at the current year issued field service labor rates.*

The pricing does not include any taxes or duties that may be charged by any governmental authority. ABB Inc. shall be reimbursed for any such taxes, duties, etc. that it may pay on the work or equipment covered by any order resulting from this proposal.

Actual service labor time will be billed on a time and material basis. Any adjustment (increase or decrease) in hours will result in a corresponding change order. In the event all of the hours are used, additional hours may be purchased at **10 percent off** the current year issued field service labor rates if purchased during the contract period. Standard service labor rates and ABB recognized holidays are shown in Appendix B of this proposal and apply only to the delineated calendar year. Standard service labor rates are updated annually and can be supplied upon request. Additional purchased material, equipment rental, oil processing trailers, etc. are in addition to service hours and will be quoted per the service required.

Schedule

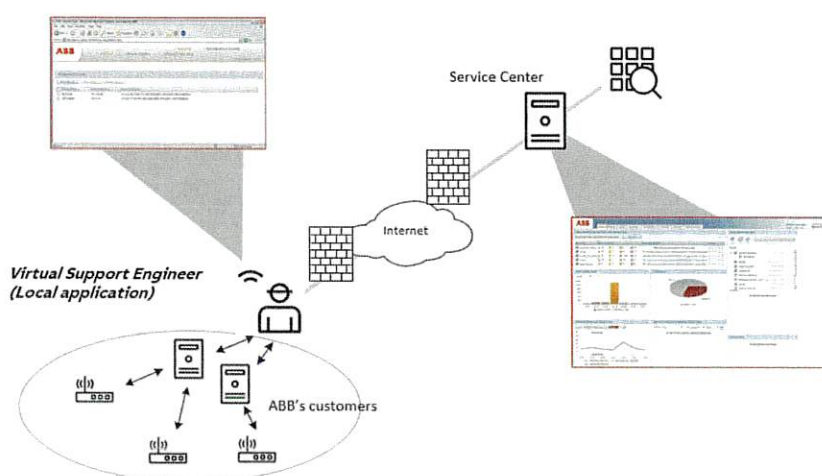
Requests for Onsite Field Services must be made in writing and scheduled a **minimum two (2) weeks** in advance. Schedule will be determined by ABB resource availability.

3.6.2 Optional Remote Access Link

Remote Access Link (RAL) is a subscription service which allows ABB experts to remotely connect to a customer's control system in order to more quickly respond to technical issues. Installation of RAL can be completed upon receipt of the customer's authorization (see Appendix F).

Remote Connectivity

The ABB Remote Access Platform (RAP) - RAP provides ABB specialists a direct view of equipment and associated software applications via a selected node on the customers control system network. It facilitates remote troubleshooting, remote sessions associated with on-site service, monitoring of process data, and recommendation of improvements to applications related to the process. RAP also allows ABB specialists to help maintain and optimize the process automation system.



- Customer Provided VPN Connectivity - For an additional fee the customer may provide its own VPN connection method in place of the Remote Access Platform solution.

Customer RAP Responsibilities

- Request the connection to be active by returning RAP Consent form (Appendix F). Remote Access Link service will remain inactive unless the customer chooses to activate anytime during the contract period.
- Provide Internet access
- Provide a PC for the VSE software. Minimum PC requirements are:
Windows 7 Operating System
1 GB of RAM
500 MB of Hard Drive Space

Minimum recommended Internet speed is a 3 Mbps

- Install VSE software on site machine. Firewall must be configured to allow outbound only connection through SSL port 443.

Customer VPN Responsibilities

- Provide VPN software
- Provide installation and login documentation
- Provide VPN user credentials
- Software must be compatible with Windows 7 or greater
- Minimum recommended Internet speed is 3 Mbps

3.6.3 Optional Parts & Services Utilization Account

As an Industry participant, City of Riverside can establish a pre-paid Parts & Service Utilization Account in the amount of \$50,000 per year. Parts & Service Utilization Account funds may be used to purchase parts, repairs, field services at list prices. Any control system product family parts, repairs, or field services purchased over and above the value of the Parts and Services Utilization Account may be purchased at the discount levels shown below. Discounts apply only for listed control system product family hardware and software systems.

Hardware

New	Description
Symphony Plus Harmony (Rack)	12% discount (0.88 of list)
Symphony Plus	12% discount (0.88 of list)
System 800xA	12% discount (0.88 of list)
DCI System Six	12% discount (0.88 of list)
Advant	12% discount (0.88 of list)

Repairs and Refurbished parts

Repairs	12% discount (0.88 of list)
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Software

Symphony Plus	12% discount (0.88 of list)
System 800xA	12% discount (0.88 of list)

Services

Field Service Hours	12% discount (0.88 of list)
Loyalty Offers	Published Loyalty Offer Price
Training	Discount rate included in section “In-Person Training Classes”

No other discounts apply when using Parts & Services Utilization account funds.

For the purpose of this agreement:

- The customer is responsible for returning all failed parts under the RMA issued within 14 days of receipt of the RMA. Failure to return failed parts will result in an additional charge of 20% of the list price against the account balance.
- The published spare parts list price for the part or repair cost will be deducted as ordered from the parts account balance.
- Any parts usage beyond the amount stated herein for the contract period will be invoiced separately at the list price less the discount stated herein. A purchase order will be required.
- All replaced components become property of ABB Inc.
- Customer is separately responsible for all shipping charges.
- Parts usage below the cap may not be applied toward any other portion of this contract.
- No combining of discounts is permitted.
- ***Parts & Service Utilization Funds not consumed within the term of the contract will be forfeited without compensation.***

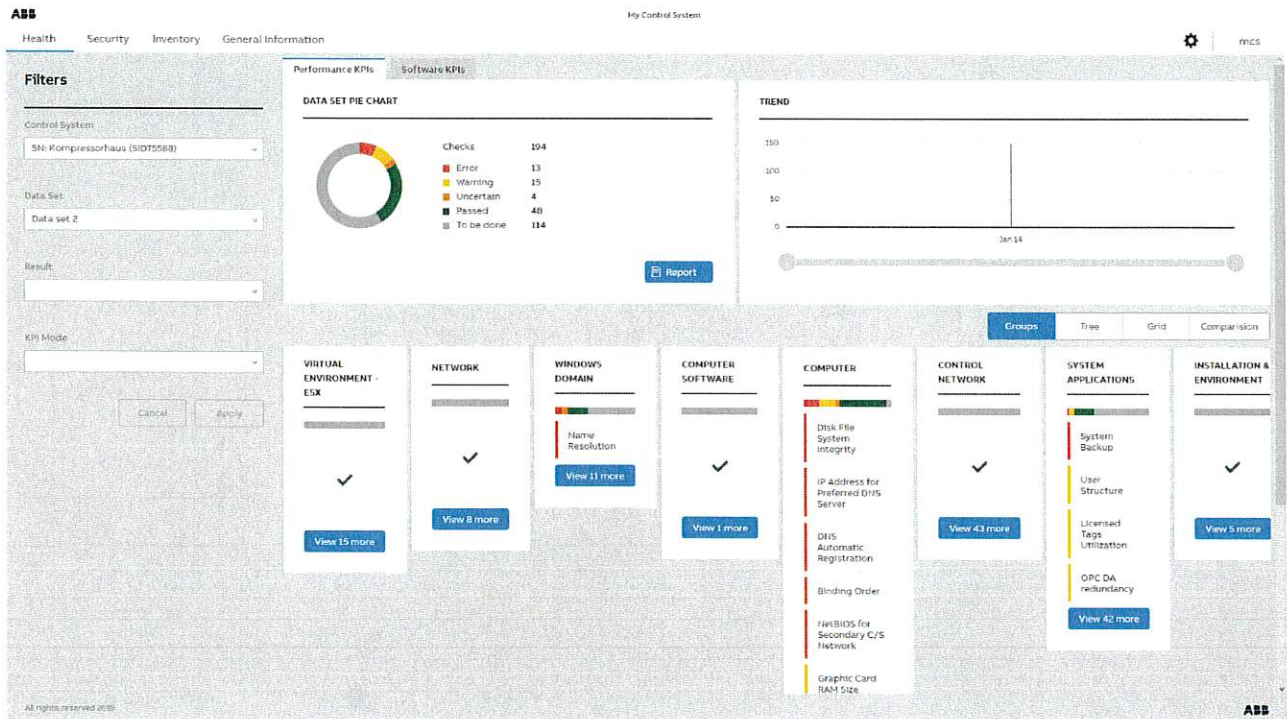
3.6.4 Optional ABB ABILITY™ MyControlSystem On-Premise

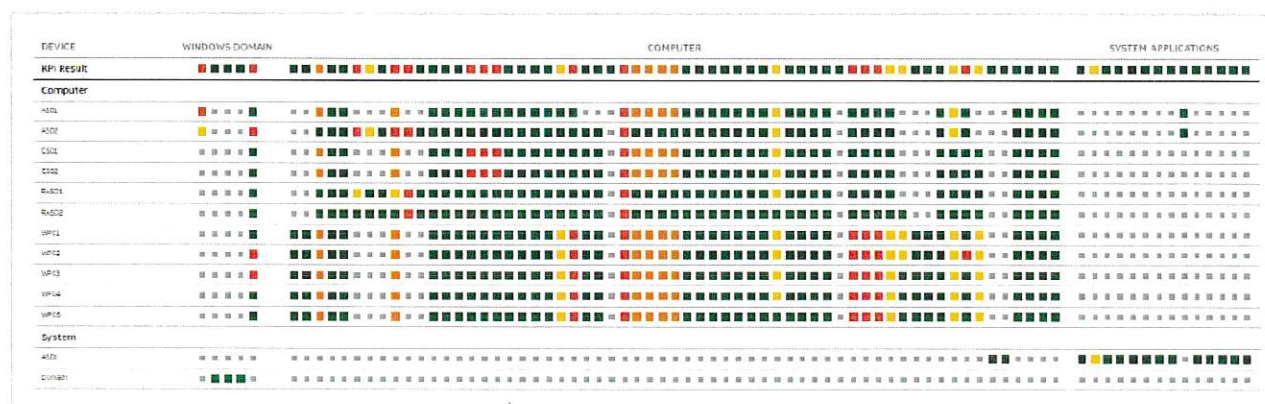
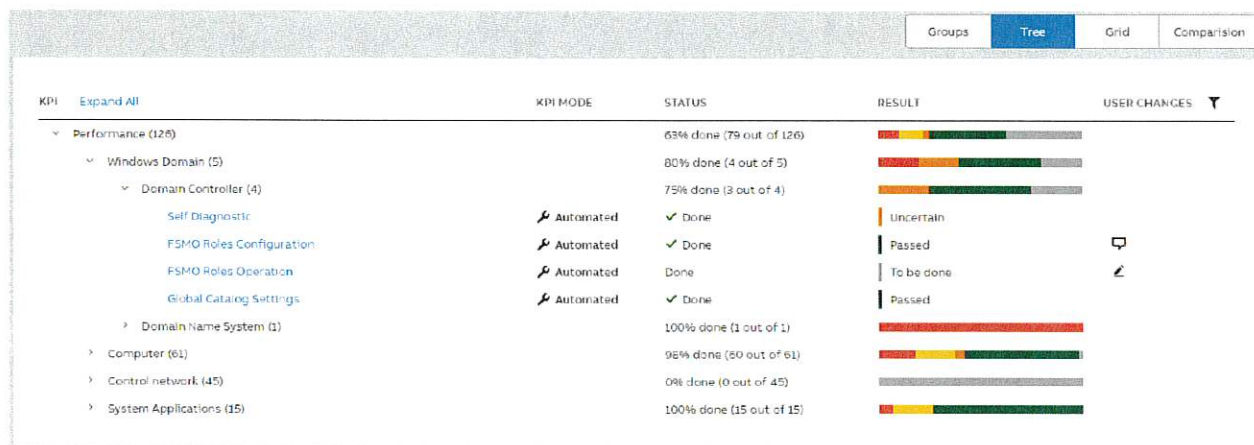
800xA or Symphony Plus continuous performance monitoring is measured using ABB’s My Control System On-Premise (MCS On-Prem) which is a standalone, secure service delivery platform providing a unified interface for users of ABB control products and systems. This Care contract option supplies the recommended system hardware needed to run MCS On-Prem as well as installation, commissioning, and support services throughout the term of the contract. MCS On-Prem provides the capability to schedule regular system data scans for comparison against best practices and standards to detect performance irregularities and provides the user with standardized views of Key Performance Indicators (KPIs). This comparison will pinpoint issues and support users to improve system reliability, availability, and performance. If you upgrade to System Monitoring, MCS On-Prem can monitor system data in real-time (2-minute increments). MCS On-Prem will also generate automated E-mail notifications configured based on defined trigger situations to directly inform the users on the latest analysis results.

Key features:

- New User interface (ABB Ability Common UX)
- Automated, recurring data collection, transfer & analysis as per configured schedule
- KPI and Result Notifications via E-mail
- Visualization of analysis results (KPIs) including historical values

- Performance, Software, Security, Lifecycle (Hardware) data collection from 800xA Control Systems
- Located on your site...remote connection not required (but recommended)





3.6.4.1 MCS On-Premise – Scope of Supply

General:

- Compose MCS On-Prem project team: Customer and ABB
- Plan project execution: timeline and activity list
- Confirm control system infrastructure and topology for hardware and software

Hardware:

- One (1) dedicated server to host MCS On-Premise software

Initial Installation and Commissioning:

- Load software and license
- Setup/test remote connection
- Verify and validate OPC connectivity

- Install/test MCS On-Premise software

Configuration and Activation:

- Define location for MCS data collector in control system network
- Install and configure MCS Data Collector
- Verify and validate data collection
- Baseline setting of actual performance by evaluating initial collected data
- Verify scheduled data collection and KPI generation Periodic technical reports
 - (1) Technical check each year (starting after Activation)
 - Technical check findings and recommendations will be presented to customer via a conference call
 - Improvement plan with recommendations will be provided but labor hours for implementation are not included

Periodic Maintenance: *

- Upgrade(s) to MCS On-Prem software when applicable
- Microsoft Windows and Antivirus updates
- Windows backups

Customer Training

ABB will provide MCS On-Prem training. An ABB engineer will perform this training onsite/remotely with the customer/ABB resident. The training session will include:

- Provide an in-depth demo of the MCS On-Prem features and capabilities
- How to operate MCS On-Prem dashboard
- How to configure the notification with and email alerts
- A review of all current KPIs including results, suggestions, and evaluation criteria
- Provide standard user and configuration manuals

Upgrade to System Monitoring (Available for 800xA and S+ only)

For an additional annual fee, MCS On-Prem can include ABB's System Monitoring option. When System Monitoring is enabled, MCS On-Prem will continuously monitor system KPI's and events in 2-minute increments. The system will send notifications if it detects a series of events that could lead to system harm. It also monitors diagnostic data and notifies you if any KPI's go outside of defined limits.

3.6.4.2 MCS On-Premise – Customer Responsibilities**Server installation location**

The customer will supply a clean air-conditioned environment that is suitable for operation of industrial servers. Air conditioning and decontamination of the air in the installation location is required to ensure reliability of the server hardware that is supplied.

Implementation

It is recommended that the customer act on ABB's recommendations to fully maximize the potential benefits of MCS On-Premise. Although MCS On-Premise can detect system issues, implementation plays an important part in helping correct identified issues in an effort to optimize system performance and show value.

Email notifications

- The "Notifications" tab of the Settings section in the MCS On-Premise application provides the possibility to setup and configure an SMTP E-mail server and a sender E-mail address. These settings will then be used to send user notification about KPI changes/values generated in the MCS On-Premise application to configured recipients.

4 Commercial Summary

Industry Care Priority Contract – Three Year Contract:

Part Number	Description	Price	
PAENC-PRI-03	Industry Care – Priority 3-year agreement	\$ 66,768	Year 1
		\$ 70,106	Year 2
		\$ 73,611	Year 3
		\$ 210,485	Total

Note: Pricing includes a limited, one-time discount on the software maintenance for SID28318. This offer is valid for the term of this contract only; any interruption or delays in payment during this time may also affect the discount structure offered.

Optional Services*

3 Year Contract

	Part Number	Description	Price	
1	n/a	Parts & Services Utilization Account	\$ 50,000	Year 1
2	n/a	Remote Access Link	\$ 4,350	Year 1
3	n/a	On-Request Field Service	\$ 50,274	Year 1
4	n/a	MCS On-Prem Configuration and Activation	\$ 21,872	per site
5	n/a	MCS On-Prem Maintenance (after Activation)	\$ 6,422	Annual per site
6	n/a	MCS On-Prem Upgrade to System Monitoring	\$ 4,800	Annual per SID

* Optional Services pricing valid when purchased at the same time as this Industry Care contract.

**Optional Services pricing will increase 5% for subsequent years

4.1 Purchase Order

PLEASE NOTE SUBMISSION EMAIL ADDRESS.

This is a Three Year Contract, please submit your purchase order **specifically listing the proposal number EAS-241218-1 Rev 03 as well as directly referencing the terms and conditions of the proposal**. Note that neglecting to directly reference both the proposal number and the proposal T's and C's may result in needing an additional e-mail acknowledgement of these items which could delay processing the purchase order. Invoice dates are as follows:



Line Item	Part Number	Description	Invoice Date	Price
1	PAENC-PRI-03	Year 1	11/1/2025	\$ 66,768
2	PAENC-PRI-03	Year 2	11/1/2026	\$ 70,106
3	PAENC-PRI-03	Year 3	11/1/2027	\$ 73,611
TOTAL				\$ 210,485

Payment due NET-30 unless otherwise specified in a master agreement. The above table does not reflect any options. Should any options be purchased, the invoice amount in the above table needs to be increased by the annual amount of the option(s).

Please fax or email your purchase order to:

E-mail – ServiceContracts@us.abb.com

If you use ARIBA for purchase order submission, use ABB INC-P A Service (contracts) ANID: AN01003473396.

4.2 Invoice Schedule & Payment Terms

The terms of payment for all systems, services, and products purchased under this agreement shall be 30 days from date on invoice, subject to **annual** invoices issued following receipt and acceptance of your Purchase Order. **Annual** invoicing will continue automatically for multi-year contract periods per the invoice schedule outlined in Section 4.1 Purchase Order.

If you let the contract expire or lapse at any time, you may reinstate for an additional fee of 5% per month of the most recent annual contract amount that you are not covered under contract, with a maximum fee of 15% of the most recent annual contract amount.

4.3 Cancellation

Contract termination is assessed in 12-month intervals. Termination of this contract will be subject to the following cancellation schedule:

Cancellation Schedule	
Cancellation Timing	Amount
Up to the end of the third month	50% of annual contract amount. Subsequent years of the committed contract period are waived.

Any time between months 4 and 12	Full annual contract amount. Subsequent years of the committed contract period are waived.
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4.4 Terms and Conditions

This Contract will commence on its effective date as specified in Section 4 Commercial Summary above, and will remain in effect until the end of the agreement as specified in Section 4 Commercial Summary above.

The Terms and Conditions of this proposal are based on ABB INC/CITY OF RIVERSIDE, CA GENERAL TERMS AND CONDITIONS OF SALE. Other than the additional terms set forth hereinbelow, no other terms and conditions shall apply. Where there is a conflict between the Terms and Conditions and this proposal, the terms of the proposal shall take precedence.

DISCLAIMER: *To comply with ABB policy and U.S. Government Federal Acquisition Regulations, including Export Control Regulations, and U.S. state and municipal laws and regulations for government sales (collectively "U.S. Government"), any inquiry, request for quote, or order ultimately intended for U.S. Government purchase or export must be properly disclosed, all requirements submitted, and documents identified as "for export" must include the ultimate destination country, the ultimate end user, and end use. These orders must be identified to ABB who will coordinate within ABB for a compliance check. To be clear, for all U.S. Government sales Purchaser has a duty to disclose the ultimate end-user and destination of all orders, and provide all relevant documents, including reporting to ABB those that are to be exported from the US. Purchaser shall indemnify, defend, and hold harmless ABB from and against any and all damages that may arise from Purchaser's breach of this provision.*

Trade Controls: *Customer represents that it is the ultimate end recipient of any items provided under this Agreement, that the items are for civil use only. Customer further represents that it will not directly or indirectly sell, export, re-export, release, transmit or otherwise transfer any items received from ABB to any Restricted Parties, or parties that operate, or whose end use will be, in a jurisdiction/region prohibited by ABB including Belarus, Crimea, Cuba, Iran, North Korea, Russia, Syria, as well as the Donetsk, Luhansk, Kherson, and Zaporizhzhia regions of Ukraine (such list may be amended by ABB at any time). Customer further represents and warrants that the Products and/or Services provided under this Agreement shall not be installed, used, or applied in or in connection with (i) the design, production, use or storage of chemical, biological or nuclear weapons or their delivery systems, (ii) any military applications or (iii) the operation of any nuclear facilities including, but not limited to, nuclear power plants, nuclear fuel manufacturing plants, uranium enrichment plants, spent nuclear fuel stores and research reactors, without the prior written consent of ABB.*

4.5 Authorized Users

The Industry Care agreement and services are for the operator/operating company of the specific to the site and systems identified in this proposal. Third parties performing work or services are not authorized or permitted to utilize any of the features or benefits provided with this agreement.

4.6 Travel and Living

All travel and living expenses for services included in this Contract are not included. Work performed outside the scope of this Contract are subject to travel and living expenses being invoiced separately at actual incurred cost plus 10% (administrative fee).

4.7 Taxes and Duties

All other taxes and duty not explicitly expressed herein will be billed to the consignee. This include VAT or/and Service related Withholding tax.

4.8 Proposal Validity

This Proposal is subject to acceptance within ninety (90) days from the date of proposal. All prices, schedules, and technical descriptions are valid throughout this period.

4.9 Confidentiality

Notwithstanding the foregoing or any other provision of this Agreement, ABB acknowledges that Purchaser, as a charter city and municipal corporation, is subject to disclosure as required by the California Public Records Act, Cal. Govt. Code §§ 7920.000 et seq. ("CPRA") and the Ralph M. Brown Act, Cal. Govt. Code §§ 54950 et seq. ("Brown Act"). ABB acknowledges that Purchaser shall not be in breach of this Agreement or have any liability whatsoever under this Agreement or otherwise for any claims or causes of action whatsoever resulting from or arising out of Purchaser copying or releasing to a third party any of the Confidential Information of ABB as required by CPRA or Brown Act.

4.10 Change Orders

During the term of this Care agreement, work requested by City of Riverside on equipment not included in Section 2 (inclusive) or that has been otherwise delineated as additional scope within this agreement will be completed by ABB under the following conditions:

- Additional Scope will be authorized by City of Riverside in writing via a Change Order. In the event a Change Order ABB will, at earliest convenience, provide written confirmation.
- City of Riverside shall amend applicable Purchase Orders prior to resources being dispatched to site. In event of an Emergency the Purchase order will be amended to include Change Order additional scope within 5 business days of written confirmation.
- Change Orders will be on a Time and Material basis.

A sample Change Order form is shown in Appendix E

4.11 Authorized Service Provider

During the execution of this Care agreement, ABB reserves the right to utilize an Authorized Service Provider for services on covered equipment. In the event an Authorized Service Provider is utilized, all warranties herein will still apply.

4.12 Publication

Customer approves the use of its name in ABB newsletters, press releases, proposals, experience lists, and resumes (for proposal purposes) of our employees.

4.13 Non-Solicitation

During the term of this Agreement and for one year after any termination of this Agreement, Purchaser will not, without the prior written consent of ABB, either directly or indirectly, on Purchaser's own behalf or in the service or on behalf of others, solicit or attempt to solicit, divert or hire away any person employed by ABB or any customer of ABB. Purchaser acknowledges that money damages may not be a sufficient remedy for breach of this requirement. Accordingly, in the event of any such breach, in addition to any other remedies at law or in equity ABB may have, ABB shall be entitled to seek equitable relief, injunctive relief, or both.

4.14 Use of Visual Remote Support

Customer acknowledges and accepts that, from time to time, ABB may utilize Visual Remote Support technology in the execution of work associated with this agreement. Visual remote Support facilitates augmented video and audio communications between ABB field resources and ABB technical support/engineering across a standard cellular/wifi connection utilizing an ABB supplied cellular/wifi enabled device. The Visual remote Support request will be initiated by ABB and shall be limited to the time frame necessary to perform the services requested by ABB engineer.

4.15 Market Volatility

The Parties are aware of the challenges related to outbreaks, epidemics, war (declared or undeclared), government regulations and acts of governmental authorities (including sanctions), civil unrest, and general shortages of electronic components and elements, market volatility, availability and cost of raw materials, commodities, as well as the shortage and market fluctuation of logistic/transportation availability, costs and capacities that may impact the normal business activity and cost of performance, the delivery [schedule(s)/dates] and/or the execution of the scope or performance of the Services, the impacts of which are currently unknown. Notwithstanding anything in this agreement to the contrary, if as a result of any of the above aforementioned events, the costs of Seller's performance increase or Seller's performance obligations are materially adversely affected or delayed, the Parties in the spirit of cooperation, will work together in good faith and within a reasonable time after the invocation of this Clause, to negotiate alternative contractual terms in terms of equitable adjustments to delivery [schedules/dates], pricing and/or possible reductions of the contractually owed quantity of the

Equipment and / or Services to be delivered to Purchaser. The aforementioned shall be performed with a view to employing reasonable efforts to ensure that this agreement can be at least fulfilled in part.

Each Party waives any claim against the other Party either for direct damages and/or loss of profits and/or indirect and/or intermediate and/or consequential and/or punitive damages, penalties and/or liquidated damages arising from or anyhow connected with any of the challenges listed above. If any dispute or difference arises between the Parties, the Parties hereto shall endeavor to settle such dispute amicably.

Any contract, order acceptance or order confirmation by Seller is entered into and made subject and conditioned to the above terms, which the Parties recognize as fundamental conditions of any such agreement within the Parties.

4.16 Cyber Security

ABB has established and maintain a formal information and cybersecurity program which includes commercially reasonable technical and organizational measures, in order to protect its automation solution or automation solution components against security breaches, accidental or unlawful destruction, loss, alteration, and unauthorized disclosure of, or access to its content. It is the customer's sole responsibility to provide and ensure a secure connection between the Customer's automation solution and the Customer's network or any other network on an ongoing basis. If the customer provides server, virtual host, client and/or networking components for the automation solution components, it is the customer's sole responsibility for establishing and maintaining appropriate measures. The Customer must establish and maintain appropriate measures (such as, but not limited to, installing firewalls, applying authentication measures, data encryption, installing antivirus programs, etc.) to protect the automation solution, including its network and external interfaces against any type of security violations, unauthorized access, interference, intrusion, leakage and/or theft of data or information. Customer waives any and all claims against ABB, its Affiliates, Officers, Directors, Employees or Assigns for damages and/or losses of whatever type related to security breaches, unauthorized access, interference, intrusion, leakage and/or theft of data or information caused by Customer's failure to maintain the appropriate security measures described above.

Appendix A – Included SID's and Licenses

City of Riverside – Clearwater Power Plant – SID28318

Software	ASM Upgrade	# of Concurrent	6
Support Level	Level	Users	
Licenses Included in System Identification			
License #	Product Description	Machine ID	
SL223515707292013	S+ Operations, Primary, v2.0	00155D025A01	
SL942505707292013	S+ Operations, Redundant, v2.0	00155D025B01	
SL7048551617224	Composer Harmony Server, v6.1	33113	
SL44543551617224	Composer Harmony Standalone, v6.1	33113	
SL589183613122062	IET800, vA.0	B89BE4027DB8	
SL133263513053069	IET800, vA.0	B89BE4043758	
SL610324615272024	IET800, vA.0	B89BE406DD8C	

Appendix B – ABB US Service Standard Rate Sheet – 2025

Primary Work Hours

The following labor rates are applicable during Primary Working Hours (PWH) defined as an 8-hour period beginning between 7:00 A.M. and 10: 00 A.M. Monday through Friday, excluding national and ABB recognized holidays. The primary work hours include a one half-hour non-paid lunch period and two 15-minute breaks during the day.

Base Service Labor Rates

Technology	Service Type	Hourly Rate
Control systems (OCS/DCS)	Field Services	\$399
	Process Application Engineering Services	\$450
Power Generation Specialist	Turbine Control Systems Services	\$441
	Flame Scanner Services	\$441
	Power Plant Tuning	\$441
All	Process Control Tuning Services	\$441
	Regional Technical Advisor, Network & Security Services	\$450
	Process Optimization Services	\$469

Overtime Hours

For billing purposes ABB Inc. defines overtime as those hours worked outside the Primary Working Hours or in excess of eight (8) hours in one day. The standard charges for overtime are defined as follows:

- *All work performed outside the PWH or over 8 hours in one day is charged at one and one half times the labor rate (Base Service Labor Rate X 1.5).*
- *All work performed on Saturday is charged at one and one half times the labor rate (Base Service Labor Rate X 1.5).*
- *All work performed on Sunday is charged at two times the labor rate (Base Service Labor Rate X 2).*
- *All work performed on national or an ABB holiday is charged at three times the labor rate (Base Service Labor Rate X 3).*

Field Engineer Stand-By

- Engineer Stand-By support occurs when a customer requests an engineer to perform “stand-by” duty where that engineer is specifically reserved for that Customer and cannot be dispatched to another Customer job site. The customer reserving the engineer in stand-by readiness mode shall be charged for Stand-By service.
- Field Engineer Stand-By Service is charged at 4 PWH per day. If the “reserved” Field Engineer is called to this site, then 2 PWH will be credited to the customer. Overtime hours, travel expenses, travel time and other conditions of service per this rate sheet shall apply.



Telephone Support \$469.00 per hour

- *A minimum of one (1) hour is charged per request.*
- *Additional charges are in one-hour increments beyond the first one (1) hour period.*

Travel Costs

- *Travel expenses are charged at 67 cents / mile or actual public transportation costs plus 10%.*
- *Living expenses are charged at actual costs incurred plus 10%.*
- *Completed Travel Time, to and from the Customer Site, will be charged at rates listed under this rate sheet.*

Conditions of Service

- *Scheduled Field Service visits may be cancelled subject to the following limitations:*
 - *Scheduled work of 0 to 7-day duration may be cancelled with no cancellation fee up to 48 hours prior to scheduled field engineer arrival.*
 - *Scheduled work of greater than 7-day duration may be cancelled with no cancellation fee up to 2 weeks prior to scheduled field engineer arrival*
 - *Scheduled work canceled outside these limitations will be subject to a cancellation fee equal to actual expenses incurred including but not limited to travel, travel time, and material shipment plus usage of prepaid field hours equivalent to 50% of the scheduled work duration.*
- *Service provided per this rate sheet is approved by the customer in the form of a purchase order or written authorization for additional hours prior to dispatching field personal to site.*
- *Other chargeable time will be invoiced which may include additional PWH and/or overtime spent at the customer's facility, round trip travel to and from site, time spent preparing written service reports, and time for other customer requested activities.*
- *A minimum of four (4) hours is charged for any service call to a client's facility.*
- *All information contained herein is proprietary data of ABB Inc. and that no disclosure, reproduction or use by third parties may be made without written permission of ABB.*

2025 Holiday Schedule (Tentative and subject to change)

Wednesday, Jan. 1 – New Year's Day	Monday, Sept. 1 – Labor Day
Monday, Jan. 20 – Martin Luther King Jr. Day	Tuesday, Nov. 11 – Veteran's Day
Friday, April 18 – Good Friday	Thursday, Nov. 27 – Thanksgiving Day
Monday, May 26 – Memorial Day	Friday, Nov. 28 – Thanksgiving Day (Day After)
Friday, July 4 – Independence Day	Wednesday, Dec. 24 – Christmas Eve
	Thursday, Dec. 25 – Christmas Day

Appendix C – MyABB Access

Please complete the form below and include it with your Purchase Order to complete registration and/or renewal of your My Control System access.

Contact Name	Contact Phone Number	Contact address	e-mail	What system(s) is this contact responsible for? (Only required for multi-system contracts)	User Role
					Control System Administrator
					Maintenance Engineer
					Maintenance Engineer
					Maintenance Engineer
					Maintenance Engineer
					Maintenance Engineer
					Maintenance Engineer
					Maintenance Engineer
					Maintenance Engineer
					Maintenance Engineer
					Maintenance Engineer
					Maintenance Engineer
					Maintenance Engineer
					Maintenance Engineer



Appendix D – Cyber Security Patch Delivery

Please complete the form below and include with your Purchase Order to receive proper delivery of your Cyber Security Patch Disc(s).

Contact Name	Contact Phone No.	Address	City	State	Zip Code



Appendix E – Change Order Form

ABB Inc. is pleased to provide to you, this change to your purchase order _____ dated _____, which includes terms and conditions and pricing per service agreement in proposal _____ to support the following scope:

Labor Discount: _____ Parts Discount: _____ T&L Admin Charge: _____

Labor	Quantity	List Price	Discount Price	Total
Standard Labor (1X)				
Travel Labor				
Overtime Labor (1.5x)				
Double Time Labor (2x)				
Holiday Labor (3X)				

Total Labor

Estimated Expenses	Quantity	List Price	Adjusted Price	Total
Mileage				
Airfare				
Hotel				
Per Diem				
Car Rental				
Parking/Tolls				

Total Estimated Expenses



Parts	Quantity	List Price	Discount Price	Total
Total Parts				

Miscellaneous	Quantity	List Price	Total
Total Miscellaneous			
Total Price			

Terms & Conditions

All the terms and conditions of Purchase Order _____ dated _____ remain in full force and effect and control this change.

Order Placement

If this proposal meets with your approval, please submit an adjusted or new purchase order referencing proposal number _____ for the amount of _____



Appendix F – Optional Remote Access Link Consent Form

_____ (“Customer”) agrees and consents to allow ABB Inc. remote access to the ABB system(s) and equipment(s) installed in the _____ facility(s).

Access shall occur either by a Customer supplied remote access method or with the ABB Remote Access Platform (RAP) software that establishes connectivity via a Secured-Sockets Layer (SSL) tunnel between software installed at site and servers located in a secured environment that are maintained via ABB maintenance and security standards.

ABB will submit a listing of those ABB employees who will be remotely accessing the ABB systems and equipment, as modified from time-to-time (“ABB Employees”).

(Site Contacts Name, Email and Phone #) _____

Are those Customer representatives who may permit any other ABB employee or representative access. Only those ABB Employees identified by ABB and Site Contacts shall be permitted remote access.

The remote access request will be initiated by any Customer employee either by phone or email. A Customer employee shall be in communication with the ABB representative at times during the remote access session. ABB is not responsible for the actions of the Customer employee during the session. The remote access shall be limited to the time frame necessary to perform the services requested by Customer. A log/record will be created for each login if the customer is utilizing ABB RAP Solution and this log/record is accessible to customers by request for the previous two weeks of logs/records.

The services provided by ABB during the remote access session shall be governed by the terms and conditions in place between the Customer and ABB or in the event of no such terms and conditions, ABB standard terms and conditions.

CUSTOMER:

By: _____

Title: _____

Date: _____



RAP Setup Options

In order to keep all RAP connections secure, ABB has 2 recommendations regarding the installation of the Virtual Support Engineer (VSE) software on site. ABB currently has a list of recommended support groups that will be given access to a site depending on the system type.

☐ **Unassisted Remote Access** (Default Option)

- The VSE is installed and configured with the “Offline Mode” option turned OFF in control panel.
- ABB users will be allowed to connect to site on an as needed basis
- In case of emergency or after-hours support, ABB representative will be able to connect to site
- Default access to each site will be determined via recommended support group listings
- Additional users will be added on an as needed basis

☐ **Assisted Remote Access**

- The VSE is installed and configured with the “Offline Mode” option turned **ON** in control panel. This allows the customer to control who can access the site.
- The VSE is configured with a security policy setting which requires the customer to approve each user who attempts to connect and terminate the connection when the work is complete.
- In case of emergency or after-hours support, customer representative will need to give access
- Default users to each site will be determined via recommended support group listings.
- Site representative will need to send an email and verify new users

ABB Approved Groups (Select all that apply)

- ☐ Level 2 Technical Support
- ☐ Level 3 Technical Support
- ☐ Drive Support Group
- ☐ Optimization Group

ABB Approved Users (Type in approved users)

**ABB INC./CITY OF RIVERSIDE, CA
GENERAL TERMS AND CONDITIONS OF SALE**

1. General. The terms and conditions contained herein, together with any additional or different terms contained in ABB's Proposal, if any, submitted to Purchaser (which Proposal shall control over any conflicting terms), constitute the entire agreement (the "Agreement") between the parties with respect to the order and supersede all prior communications and agreements regarding the order. Acceptance by ABB of the order, or Purchaser's acceptance of ABB's Proposal, is expressly limited to and conditioned upon Purchaser's acceptance of these terms and conditions, payment for or acceptance of any performance by ABB being acceptance. These terms and conditions may not be changed or superseded by any different or additional terms and conditions proposed by Purchaser to which terms ABB hereby objects. Unless the context otherwise requires, the term "Equipment" as used herein means all of the equipment, parts, accessories sold, and all software and software documentation, if any, licensed to Purchaser by ABB ("Software") under the order. Unless the context otherwise requires, the term "Services" as used herein means all labor, supervisory, technical and engineering, installation, repair, consulting or other services provided by ABB under the order. As used herein, the term "Purchaser" shall include the initial end use of the Equipment and/or services; provided, however, that Paragraph 13(n) shall apply exclusively to the initial end user.

2. Prices. (a) Unless otherwise specified in writing, all Proposals expire thirty (30) days from the date thereof. (b) Unless otherwise stated herein, Services prices are based on normal business hours (8 a.m. to 5 p.m. Monday through Friday). Overtime and Saturday hours will be billed at one and one-half (1 1/2) times the hourly rate, and Sunday hours will be billed at two (2) times the hourly rate; holiday hours will be billed at three (3) times the hourly rate. If a Services rate sheet is attached hereto, the applicable Services rates shall be those set forth in the rate sheet. Rates are subject to change without notice. (c) The price does not include any federal, state or local property, license, privilege, sales, use, excise, gross receipts, or other like taxes which may now or hereafter be applicable. Purchaser agrees to pay or reimburse any such taxes which ABB or its suppliers are required to pay or collect. If Purchaser is exempt from the payment of any tax or holds a direct payment permit, Purchaser shall, upon order placement, provide ABB a copy, acceptable to the relevant governmental authorities of any such certificate or permit. (d) The price includes customs duties and other importation or exportation fees, if any, at the rates in effect on the date of ABB's Proposal. Any change after that date in such duties, fees, or rates, shall increase the price by ABB's additional cost.

3. Payment. (a) Unless specified to the contrary in writing by ABB, payment terms are net cash, payable without offset, in United States Dollars, 30 days from date of invoice by wire transfer to the account designated by ABB in the Proposal.

4. Changes. (a) Any changes requested by Purchaser affecting the ordered scope of work must be accepted by ABB and resulting adjustments to affected provisions, including price, schedule, and guarantees mutually agreed in writing prior to implementation of the change. (b) ABB may, at its expense, make such changes in the Equipment or Services as it deems necessary, in its sole discretion, to conform the Equipment or Services to the applicable specifications. If Purchaser objects to any such changes, ABB shall be relieved of its obligation to conform to the applicable specifications to the extent that conformance may be affected by such objection.

5. Delivery. (a) All Equipment manufactured, assembled or warehoused in the continental United States is delivered F.O.B. point of shipment. Equipment shipped from outside the continental United States is delivered F.O.B. United States port of entry. Purchaser shall be responsible for any and all demurrage or detention charges. (b) If the scheduled delivery of Equipment is delayed by Purchaser or by Force Majeure, ABB may move the Equipment to storage for the account of and at the risk of Purchaser whereupon it shall be deemed to be delivered. (c) Shipping and delivery dates are contingent upon Purchaser's timely approvals and delivery by Purchaser of any documentation required for ABB's performance hereunder. (d) Claims for shortages or other errors in delivery must be made in writing to ABB within ten days of delivery. Equipment may not be returned except with the prior written consent of and subject to terms specified by ABB. Claims for damage after delivery shall be made directly by Purchaser with the common carrier.

6. Title & Risk of Loss. Except with respect to Software (for which title shall not pass, use being licensed) title to Equipment shall remain in ABB until fully paid for. Notwithstanding any agreement with respect to delivery terms or payment of transportation charges, risk of loss or damage shall pass to Purchaser upon delivery.

7. Inspection, Testing and Acceptance. (a) Any inspection by Purchaser of Equipment on ABB's premises shall be scheduled in advance to be performed during normal working hours. (b) If the order provides for factory acceptance testing, ABB shall notify Purchaser when ABB will conduct such testing prior to shipment. Unless Purchaser states specific objections in writing within ten (10) days after completion of factory acceptance testing, completion of the acceptance test constitutes Purchaser's factory acceptance of the Equipment and its authorization for shipment. (c) If the order provides for site acceptance testing, testing will be performed by ABB personnel to verify that the Equipment has arrived at site complete, without physical damage, and in good operating condition. Completion of site acceptance testing constitutes full and final acceptance of the Equipment. If, through no fault of ABB, acceptance testing is not completed within thirty (30) days after arrival of the Equipment at the site, the site acceptance test shall be deemed completed and the Equipment shall be deemed accepted.

8. Warranties and Remedies. (a) Equipment and Services Warranty. ABB warrants that Equipment (excluding Software, which is warranted as specified in paragraph (d) below) shall be delivered free of defects in material and workmanship and that Services shall be free of defects in workmanship. The Warranty Remedy Period for Equipment (excluding Software, Spare Parts and Refurbished or Repaired Parts) shall end twelve (12) months after installation or eighteen (18) months after date of shipment, whichever first occurs. The Warranty Remedy Period for new spare parts shall end twelve (12) months after date of shipment. The Warranty Remedy Period for refurbished or repaired parts shall end ninety (90) days after date of shipment. The Warranty Remedy Period for Services shall end ninety (90) days after the date of completion of Services. (b) Equipment and Services Remedy. If a nonconformity to the foregoing warranty is discovered in the Equipment or Services during the applicable Warranty Remedy Period, as specified above, under normal and proper use and provided the Equipment has been properly stored, installed, operated and maintained and written notice of such nonconformity is provided to ABB promptly after such discovery and within the applicable Warranty Remedy Period, ABB shall, at its option, either (i) repair or replace the nonconforming portion of the Equipment or re-perform the nonconforming Services or (ii) refund the portion of the price applicable to the nonconforming portion of Equipment or Services. If any portion of the Equipment or Services so repaired, replaced or re-performed fails to conform to the foregoing warranty, and written notice of such nonconformity is provided to ABB promptly after discovery and within the original Warranty Remedy Period applicable to such Equipment or Services or 30 days from completion of such repair, replacement or re-performance, whichever is later, ABB will repair or replace such nonconforming Equipment or re-perform the nonconforming Services. The original Warranty Remedy Period shall not otherwise be extended. (c) Exceptions. ABB shall not be responsible for providing working access to the nonconforming Equipment, including disassembly and re-assembly of non-ABB supplied equipment, or for providing transportation to or from any repair facility, all of which shall be at Purchaser's risk and expense. ABB shall have no obligation hereunder with respect to any Equipment which (i) has been improperly repaired or altered; (ii) has been subjected to misuse, negligence or accident; (iii) has been used in a manner contrary to ABB's instructions; (iv) is comprised of materials provided by or a design specified by Purchaser; or (v) has failed as a result of ordinary wear and tear. Equipment supplied by ABB but manufactured by others is warranted only to the extent of the manufacturer's warranty, and only the remedies, if any, provided by the manufacturer will be allowed. (d) Software Warranty and Remedies. ABB warrants that, except as specified below, the Software will, when properly installed, execute in accordance with ABB's published specification. If a nonconformity to the foregoing warranty is discovered during the period ending one (1) year after the date of shipment and written notice of such nonconformity is provided to ABB promptly after such discovery and within that period, including a description of the nonconformity and complete information about the manner of its discovery, ABB shall correct the nonconformity by, at its option, either (i) modifying or making available to the Purchaser instructions for modifying the Software; or (ii) making available at ABB's facility necessary corrected or replacement programs. ABB shall have no obligation with respect to any nonconformities resulting from (i) unauthorized modification of the Software or (ii) Purchaser-supplied software or interfacing. ABB does not warrant that the functions contained in the software will operate in combinations which may be selected for use by the Purchaser, or that the software products are free from errors in the nature of what is commonly categorized by the computer industry as "bugs". (e) THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES OF QUALITY AND PERFORMANCE, WHETHER WRITTEN, ORAL OR IMPLIED, AND ALL OTHER WARRANTIES INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USAGE OF TRADE ARE HEREBY DISCLAIMED. THE REMEDIES STATED HEREIN CONSTITUTE PURCHASER'S EXCLUSIVE REMEDIES AND ABB'S ENTIRE LIABILITY FOR ANY BREACH OF WARRANTY.

9. Patent Indemnity. (a) ABB shall defend at its own expense any action brought against Purchaser alleging that the Equipment or the use of the Equipment to practice any process for which such Equipment is specified by ABB (a "Process") directly infringes any claim of a patent of the United States of America and to pay all damages and costs finally awarded in any such action, provided that Purchaser has given ABB prompt written notice of such action, all necessary assistance in the defense thereof and the right to control all aspects of the defense thereof including the right to settle or otherwise terminate such action in behalf of Purchaser. (b) ABB shall have no obligation hereunder and this provision shall not apply to: (i) any other equipment or processes, including Equipment or Processes which have been modified or combined with other equipment or process not supplied by ABB; (ii) any Equipment or Process supplied according to a design, other than an ABB design, required by Purchaser; (iii) any products manufactured by the Equipment or Process; (iv) any patent issued after the date hereof; or (v) any action settled or otherwise terminated without the prior written consent of ABB. (c) If, in any such action, the Equipment is held to constitute an infringement, or the practice of any Process using the Equipment is finally enjoined, ABB shall, at its option and its own expense, procure for Purchaser the right to continue using said Equipment; or modify or replace it with non-infringing equipment or, with Purchaser's assistance, modify the Process so that it becomes non-infringing; or remove it and refund the portion of the price allocable to the infringing Equipment. **THE FOREGOING PARAGRAPHS STATE THE ENTIRE LIABILITY OF ABB AND EQUIPMENT MANUFACTURER FOR ANY PATENT INFRINGEMENT.** (d) To the extent that said Equipment or any part thereof is modified by Purchaser, or combined by Purchaser with equipment or processes not furnished hereunder (except to the extent that ABB is a contributory infringer) or said Equipment or any part thereof is used by Purchaser to perform a process not furnished hereunder by ABB or to produce an article, and by reason of said modification, combination, performance or production, an action is brought against ABB, Purchaser shall defend and indemnify ABB in the same manner and to the same extent that ABB would be obligated to indemnify Purchaser under this "Patent Indemnity" provision.

10. Limitation of Liability. (a) In no event shall ABB, its suppliers or subcontractors be liable for special, indirect, incidental or consequential damages, whether in contract, warranty, tort, negligence, strict liability or otherwise, including, but not limited to, loss of profits or revenue, loss of use of the Equipment or any associated equipment, cost of capital, cost of substitute equipment, facilities or services, downtime costs, delays, and claims of customers of the Purchaser or other third parties for any damages. ABB's liability for any claim whether in contract, warranty, tort, negligence, strict liability, or otherwise for any loss or damage arising out of, connected with, or resulting from this Agreement or the performance or breach thereof, or from the design, manufacture, sale, delivery, resale, repair, replacement, installation, technical direction of installation, inspection, operation or use of any equipment covered by or furnished under this Agreement, or from any services rendered in connection therewith, shall in no case (except as provided in the section entitled "Patent Indemnity") exceed one-half (1/2) of the purchase price allocable to the Equipment or part thereof or Services which gives rise to the claim. (b) All causes of action against ABB arising out of or relating to this Agreement or the performance or breach hereof shall expire unless brought within one year of the time of accrual thereof. (c) In no event, regardless of cause, shall ABB be liable for penalties or penalty clauses of any description or for indemnification of Purchaser or others for costs, damages, or expenses arising out of or related to the Equipment and Services.

11. Laws and Regulations. ABB does not assume any responsibility for compliance with federal, state or local laws and regulations, except as expressly set forth herein, and compliance with any laws and regulations relating to the operation or use of the Equipment or Software is the sole responsibility of the Purchaser. All laws and regulations referenced herein shall be those in effect as of the Proposal date. In the event of any subsequent revisions or changes thereto, ABB assumes no responsibility for compliance therewith. If Purchaser desires a modification as a result of any such change or revision, it shall be treated as a change per Article 4. Nothing contained herein shall be construed as imposing responsibility or liability upon ABB for obtaining any permits, licenses or approvals from any agency required in connection with the supply, erection or operation of the Equipment. This Agreement shall be governed by the laws of the State of California, but excluding the provisions of the United Nations Convention on Contracts for the International Sale of Goods and excluding California law with respect to conflicts of law. Purchaser agrees that all causes of action against ABB under this Agreement shall be brought in the State Courts of the State of California. If any provision hereof, partly or completely, shall be held invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision or portion hereof and these terms shall be construed as if such invalid or unenforceable provision or portion thereof had never existed.

12. OSHA. ABB warrants that the Equipment will comply with the relevant standards of the Occupational Safety and Health Act of 1970 ("OSHA") and the regulations promulgated thereunder as of the date of the Proposal. Upon prompt written notice from the Purchaser of a breach of this warranty, ABB will replace the affected part or modify it so that it conforms to such standard or regulation. ABB's obligation shall be limited to such replacement or modification. In no event shall ABB be responsible for liability arising out of the violation of any OSHA standards relating to or caused by Purchaser's design, location, operation, or maintenance of the Equipment, its use in association with other equipment of Purchaser, or the alteration of the Equipment by any party other than ABB.

13. Software License. (a) ABB owns all rights in or has the right to sublicense all of the Software, if any, to be delivered to Purchaser under this Agreement. As part of the sale made hereunder Purchaser hereby obtains a limited license to use the Software, subject to the following: (i) The Software may be used only in conjunction with equipment specified by ABB; (ii) The Software shall be kept strictly confidential; (iii) The Software shall not be copied, reverse engineered, or modified; (iv) The Purchaser's right to use the Software shall terminate immediately when the specified equipment is no longer used by the Purchaser or when otherwise terminated, e.g. for breach, hereunder; and (v) the rights to use the Software are non-exclusive and non-transferable, except with ABB's prior written consent. (b) Nothing in this Agreement shall be deemed to convey to Purchaser any title to or ownership in the Software or the intellectual property contained therein in whole or in part, nor to designate the Software a "work made for hire" under the Copyright Act, nor to confer upon any person who is not a named party to this Agreement any right or remedy under or by reason of this Agreement. In the event of termination of this License, Purchaser shall immediately cease using the Software and, without retaining any copies, notes or excerpts thereof, return to ABB the Software and all copies thereof and shall remove all machine readable Software from all of Purchaser's storage media.

14. Inventions and Information. Unless otherwise agreed in writing by ABB and Purchaser, all right, title and interest in any inventions, developments, improvements or modifications of or for Equipment and Services shall remain with ABB. Any design, manufacturing drawings or other information submitted to the Purchaser remains the exclusive property of ABB. Purchaser shall not, without ABB's prior written consent, copy or disclose such information to a third party. Such information shall be used solely for the operation or maintenance of the Equipment and not for any other purpose, including the duplication thereof in whole or in part.

15. Force Majeure. ABB shall neither be liable for loss, damage, detention or delay nor be deemed to be in default for failure to perform when prevented from doing so by causes beyond its reasonable control including but not limited to acts of war (declared or undeclared), Acts of God, fire, strike, labor difficulties, acts or omissions of any governmental authority or of Purchaser, compliance with government regulations, insurrection or riot, embargo, delays or shortages in transportation or inability to obtain necessary labor, materials, or manufacturing facilities from usual sources or from defects or delays in the performance of its suppliers or subcontractors due to any of the foregoing enumerated causes. In the event of delay due to any such cause, the date of delivery will be extended by period equal to the delay plus a reasonable time to resume production, and the price will be adjusted to compensate ABB for such delay.

16. Cancellation. Any order may be cancelled by Purchaser only upon prior written notice and payment of termination charges, including but not limited to, all costs identified to the order incurred prior to the effective date of notice of termination and all expenses incurred by ABB attributable to the termination, plus a fixed sum of ten (10) percent of the final total price to compensate for disruption in scheduling, planned production and other indirect costs.

17. Termination. No termination by Purchaser for default shall be effective unless, within fifteen (15) days after receipt by ABB of Purchaser's written notice specifying such default, ABB shall have failed to initiate and pursue with due diligence correction of such specified default.

18. Export Control. (a) Purchaser represents and warrants that the Equipment and Services provided hereunder and the "direct product" thereof are intended for civil use only and will not be used, directly or indirectly, for the production of chemical or biological weapons or of precursor chemicals for such weapons, or for any direct or indirect nuclear end use. Purchaser agrees not to disclose, use, export or re-export, directly or indirectly, any information provided by ABB or the "direct product" thereof as defined in the Export Control Regulations of the United States Department of Commerce, except in compliance with such Regulations.

(b) If applicable, ABB shall file for a U.S. export license, but only after appropriate documentation for the license application has been provided by Purchaser. Purchaser shall furnish such documentation within a reasonable time after order acceptance. Any delay in obtaining such license shall suspend performance of this Agreement by ABB. If an export license is not granted or, if once granted, is thereafter revoked or modified by the appropriate authorities, this Agreement may be canceled by ABB without liability for damages of any kind resulting from such cancellation. At ABB's request, Purchaser shall provide to ABB a Letter of Assurance and End-User Statement in a form reasonably satisfactory to ABB.

19. Assignment. Any assignment of this Agreement or of any rights or obligations under the Agreement without prior written consent of ABB shall be void.

20. Nuclear Insurance - Indemnity. For applications in nuclear projects, the Purchaser and/or its end user customer shall have complete insurance protection against liability and property damage resulting from a nuclear incident to and shall indemnify ABB, its subcontractors, suppliers and vendors against all claims resulting from a nuclear incident.

21. Resale. If Purchaser resells any of the Equipment, the sale terms shall limit ABB's liability to the buyer to the same extent that ABB's liability to Purchaser is limited hereunder.

22. Entire Agreement. This Agreement constitutes the entire agreement between ABB and Purchaser. There are no agreements, understandings, restrictions, warranties, or representations between ABB and Purchaser other than those set forth herein or herein provided.

23. Indemnification: Except as to the sole negligence, active negligence or willful misconduct of Purchaser, ABB shall defend, indemnify and hold the Purchaser, its officers and employees, harmless from any and all loss, damage, claim for damage, liability, expense or cost, including attorney's fees, which arises out of or is in any way connected with the

ABB's gross negligence, willful misconduct and intentional acts under this Agreement. The parties expressly agree that any payment, attorney's fee, costs or expense Purchaser incurs or makes to or on behalf of an injured employee under the Purchaser's self-administered workers' compensation program is included as a loss, expense or cost for the purposes of this article, and that this article shall survive the expiration or early termination of the Agreement.

24. Insurance:

24.1 General Provisions. Prior to commencement of the services, ABB shall provide satisfactory evidence of, and shall thereafter maintain during the term of this agreement, such insurance policies and coverages in the types, limits, forms and ratings required herein. The rating and required insurance policies and coverages may be modified in writing by the Purchaser's Risk Manager, or a designee, unless such modification is prohibited by law.

24.1.1 Limitations. These minimum amounts of coverage shall not constitute any limitation or cap on ABB's indemnification obligations herein.

24.1.2 Ratings. Any insurance policy or coverage provided by ABB or subcontractors as required by this agreement shall be deemed inadequate and a material breach of agreement, unless such policy or coverage is issued by insurance companies authorized to transact insurance business in the State of California with a policy holder's rating of A or higher and a Financial Class of VII or higher.

24.1.3 Cancellation. The policies shall not be canceled unless thirty (30) days prior written notification of intended cancellation has been given to Purchaser by certified or registered mail, postage prepaid.

24.2 Workers' Compensation Insurance. By executing and/or acknowledging this agreement, ABB certifies that ABB is aware of and will comply with Section 3700 of the Labor Code of the State of California requiring every employer to be insured against liability for workers' compensation, or to undertake self-insurance before commencing any of the work. ABB shall carry the insurance or provide for self-insurance required by California law to protect said ABB from claims under the Workers' Compensation Act. Prior to commencement of the Services, ABB shall file with Purchaser either (1) a certificate of insurance showing that such insurance is in effect, or that ABB is self-insured for such coverage, or (2) a certified statement that ABB has no employees, and acknowledging that if ABB does employ any person, the necessary certificate of insurance will immediately be filed with Purchaser. Any certificate filed with Purchaser shall provide that Purchaser will be given ten (10) days prior written notice before modification or cancellation thereof.

24.3 Commercial General Liability and Automobile Insurance. Prior to commencement of the services, ABB shall obtain, and shall thereafter maintain during the term of this Agreement, commercial general liability insurance and automobile liability insurance as required to insure ABB against damages for personal injury, including accidental death, as well as from claims for property damage, which may arise from or which may concern operations by anyone directly or indirectly employed by, connected with, or acting for or on behalf of ABB. The Purchaser, and its officers, employees and agents, shall be named as additional insureds under the ABB's insurance policies.

24.3.1 ABB's commercial general liability insurance policy shall cover both bodily injury (including death) and property damage (including, but not limited to, premises operations liability, products-completed operations liability, independent ABB's liability, personal injury liability, and contractual liability) in an amount not less than \$1,000,000 per occurrence and a general aggregate limit in the amount of not less than \$2,000,000.

24.3.2 ABB's automobile liability policy shall cover both bodily injury and property damage in an amount not less than \$1,000,000 per occurrence and an aggregate limit of not less than \$1,000,000. All of ABB's automobile and/or commercial general liability insurance policies shall cover all vehicles used in connection with ABB's performance of this Purchase Order, which vehicles shall include, but are not limited to, ABB owned vehicles, ABB leased vehicles, ABB's employee vehicles, non-ABB owned vehicles and hired vehicles.

24.3.3 Prior to commencement of the Services, copies of insurance policies or original certificates and additional insured endorsements evidencing the coverage required by this Purchase Order, for both commercial general and automobile liability insurance, shall be filed with Purchaser and shall include the Purchaser and its officers, employees and agents, as additional insureds. Said policies shall be in the usual form of commercial general and automobile liability insurance policies, but shall include the following provisions: "It is agreed that the City of Riverside, and its officers, employees and agents, are added as additional insureds under this policy, solely for services performed by and on behalf of the named insured for the City of Riverside."

24.3.4 The insurance policy or policies shall also comply with the following provisions:

- a. The policy shall be endorsed to waive any right of subrogation against the Purchaser and its employees, officers and agents for services performed under this agreement.
- b. If the policy is written on a claims made basis, the certificate should so specify and the policy must continue in force for one year after completion of the services. The retroactive date of coverage must also be listed.
- c. The policy shall specify that the insurance provided by ABB will be considered primary and not contributory to any other insurance available to the Purchaser.

EXHIBIT "B"
COMPENSATION



City of Riverside
Public Utilities, Power Resources-Generation
Clearwater Power Plant
2201 Railroad St.
Corona, CA 92880

Date: 06/11/2025

Dear Mr. Atkisson and Mr. Perez,

The pricing summary for the S+ HMI Upgrade, DCS Evolution, and Industry Care can be seen in the table below. The agreement on terms and conditions and supplemental conditions have been included as well.

Description	Proposal Reference Number	Price
S+ HMI Upgrade	20352049 Revision 07 Supplement 02	\$525,499.17 \$6,087.12 (Sales Tax Included)
DCS Evolution (Base Scope)	SAN-241125-1 Revision 02 Supp 1	\$774,987.00 \$39,872.00 (Sales Tax Included)
ABB Industry Care	EAS-241218-1 Rev 03	\$210,485.00
	Total	\$1,510,971.17
Contingency Funds**	Total	\$130,000.00
	Grand Total	\$1,640,971.17

** Contingency funds to be used at the sole discretion of the City of Riverside. If additional scope is identified, ABB will bill the City of Riverside at the applicable rates per Appendix B – ABB US Service Standard Rate Sheet – 2025. Written authorization must be given and received prior to utilization of these funds. The funds will remain the property of the City of Riverside if not consumed.

Note: Detailed scope and pricing information can be seen in each proposal document.

7 System Pricing

Labor:	\$449,845.00
Hardware & Software:.....	\$69,567.05
Sales Tax:.....	\$6,087.12
The System as Described in this Proposal:	\$525,499.17

Notes:

1. *This price is based on City of Riverside - Clearwater Plant purchasing a valid ABB Care Agreement as described in Section 2.1.*
2. *Under the software maintenance of ABB Care, City of Riverside - Clearwater Plant is receiving free software normally sold for **\$151,550**.*
3. *The pricing does not include any taxes, duties or tariffs that may be charged by any governmental authority. ABB Inc. shall be reimbursed for any such taxes, duties, etc. that it may pay on the work or equipment covered by any order resulting from this proposal.*

8 Optional Pricing

8.1 Onsite Service

If additional onsite service time, beyond the time included in the proposal is required, the onsite service will be invoiced per City of Riverside – Clearwater Plant active and valid ABB Care Agreement. If no active and valid ABB Care Agreement is in place, onsite service will be invoiced at List Price in accordance with ABB Field Service Rate Sheet at the time services are rendered.

9 Purchase Order Instructions

If this proposal meets your approval, please send your purchase order referencing the Proposal Number, 20352049, Revision Number, and Date information to brett.walmsley@us.abb.com. If signatures are required, please send a signed version of the purchase order.

Please also include a statement in the purchase order referencing the agreed upon Terms & Conditions to be used.

10 Commercial

10.1 Terms and Conditions of Sale

The Terms and Conditions of this proposal are based on the ABB INC./CITY OF RIVERSIDE, CA GENERAL TERMS AND CONDITIONS OF SALE.

Other than the additional terms set forth below which are required by the specific services to be included, no other terms and conditions shall apply.



Attachment 1

Field Service Rate Sheet



ABB US PAEN Service Standard Rate Sheet – 2025

Primary Work Hours

The following labor rates are applicable during Primary Working Hours (PWH) defined as an 8-hour period beginning between 7:00 A.M. and 10:00 A.M. Monday through Friday, excluding national and ABB recognized holidays. The primary work hours include a one half-hour non-paid lunch period and two 15-minute breaks during the day.

Base Service Labor Rates

Technology	Service Type	Hourly Rate
Control systems (OCS/DCS)	Field Services	\$399
	Process Application Engineering Services	\$450
Power Generation Specialist	Turbine Control Systems Services	\$441
	Flame Scanner Services	\$441
	Power Plant Tuning	\$441
All	Process Control Tuning Services	\$441
	Regional Technical Advisor, Network & Security Services	\$450
	Process Optimization Services	\$469

Overtime Hours

For billing purposes ABB Inc. defines overtime as those hours worked outside the Primary Working Hours or in excess of eight (8) hours in one day. The standard charges for overtime are defined as follows:

- All work performed outside the PWH or over 8 hours in one day is charged at one and one half times the labor rate (Base Service Labor Rate X 1.5).
- All work performed on Saturday is charged at one and one half times the labor rate (Base Service Labor Rate X 1.5).
- All work performed on Sunday is charged at two times the labor rate (Base Service Labor Rate X 2).
- All work performed on national or an ABB holiday is charged at three times the labor rate (Base Service Labor Rate X 3).

Field Engineer Stand-By

- Engineer Stand-By support occurs when a customer requests an engineer to perform "stand-by" duty where that engineer is specifically reserved for that Customer and cannot be dispatched to another Customer job site. The customer reserving the engineer in stand-by readiness mode shall be charged for Stand-By service.
- Field Engineer Stand-By Service is charged at 4 PWH per day. If the "reserved" Field Engineer is called to this site, then 2 PWH will be credited to the customer. Overtime hours, travel expenses, travel time and other conditions of service per this rate sheet shall apply.

Telephone Support.....\$469.00 per hour

- A minimum of one (1) hour is charged per request.
- Additional charges are in one-hour increments beyond the first one (1) hour period.

Travel Costs

- Travel expenses are charged at 67 cents / mile or actual public transportation costs plus 10%.
- Living expenses are charged at actual costs incurred plus 10%.
- Completed Travel Time, to and from the Customer Site, will be charged at rates listed under this rate sheet.

Conditions of Service

- Scheduled Field Service visits may be cancelled subject to the following limitations:
 - Scheduled work of 0 to 7-day duration may be cancelled with no cancellation fee up to 48 hours prior to scheduled field engineer arrival.
 - Scheduled work of greater than 7-day duration may be cancelled with no cancellation fee up to 2 weeks prior to scheduled field engineer arrival
 - Scheduled work canceled outside these limitations will be subject to a cancellation fee equal to actual expenses incurred including but not limited to travel, travel time, and material shipment plus usage of prepaid field hours equivalent to 50% of the scheduled work duration.
- Service provided per this rate sheet is approved by the customer in the form of a purchase order or written authorization for additional hours prior to dispatching field personal to site.
- Other chargeable time will be invoiced which may include additional PWH and/or overtime spent at the customer's facility, round trip travel to and from site, time spent preparing written service reports, and time for other customer requested activities.
- A minimum of four (4) hours is charged for any service call to a client's facility.
- All information contained herein is proprietary data of ABB Inc. and that no disclosure, reproduction or use by third parties may be made without written permission of ABB.

2025 Holiday Schedule (Tentative and subject to change)

Wednesday, Jan. 1 – New Year's Day	Monday, Sept. 1 – Labor Day
Monday, Jan. 20 – Martin Luther King Jr. Day	Tuesday, Nov. 11 – Veteran's Day
Friday, April 18 – Good Friday	Thursday, Nov. 27 – Thanksgiving Day
Monday, May 26 – Memorial Day	Friday, Nov. 28 – Thanksgiving Day (Day After)
Friday, July 4 – Independence Day	Wednesday, Dec. 24 – Christmas Eve
	Thursday, Dec. 25 – Christmas Day

ABB PAEN US Service Standard Engineering Rate Sheet – 2025

Primary Work Hours (PWH)

The following labor rates are applicable during Primary Working Hours (PWH) defined as an 8-hour period beginning between 7:00 A.M. and 10:00 A.M. Monday through Friday, excluding national and ABB recognized holidays.

Engineering Labor Rates

Rates are applicable for work performed in ABB offices. Please refer to the "ABB Standard Service Rate Sheet" for work performed at customer sites.

Category	Hourly Rate
Technician (Console & Equipment)	\$ 305
System Engineer	\$ 340
Electrical & Telecommunication Specialist	\$ 360
Turbine Specialist	\$ 375
Cyber Security Specialist	\$ 400
Consulting & Technology Specialist	\$ 495
Project Manager	\$ 440
Senior Project Manager	\$ 485

Overtime Hours

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- All work performed on national or an ABB holiday is charged at three times the labor rate (Base Service Labor Rate X 3).



design and engineering for information purposes. This standardization allows ABB to load the computers based on system images and reduces cost to the customer.

Any order for this proposal will be based only on the hardware, software, and services as described above and in the Detailed Bill of Material.

System Pricing

Base Scope (All at Once)

The System as Described in this Proposal:\$687,970.00
Start Up and Commissioning Spares: \$47,145.00
Total:.....\$735,115.00

Notes:

1. *This price is based on CITY OF RIVERSIDE - Clearwater having a valid ABB Care Agreement as described in this proposal at the time of order.*
2. *The pricing does not include any taxes, duties or tariffs that may be charged by any governmental authority. ABB Inc. shall be reimbursed for any such taxes, duties, etc. that it may pay on the work or equipment covered by any order resulting from this proposal.*
3. *The prices shown for Phase 2 and Phase 3 are Budgetary and is nonbinding. It is tendered for discussion only, does not constitute a term to contract and ABB can, without notice, make any change at ABB's own discretion*
4. *The prices for Start Up and Commissioning Spares quoted above are applicable only if bought with the Combined Phases Upgrade scope otherwise required additional Project Management Prices will be applicable*

Alternate Scope

The System as Described in this Proposal for Phase 1:.....\$348,105.00
The System as Described in this Proposal for Phase 2:.....\$187,250.00
The System as Described in this Proposal for Phase 3:\$317,080.00
Start Up and Commissioning Spares for Phase 1: \$47,145.00

Notes:

1. *This price is based on CITY OF RIVERSIDE - Clearwater having a valid ABB Care Agreement as described in this proposal at the time of order*
2. *The pricing does not include any taxes, duties or tariffs that may be charged by any governmental authority. ABB Inc. shall be reimbursed for any such taxes, duties, etc. that it may pay on the work or equipment covered by any order resulting from this proposal*
3. *The prices for Start Up and Commissioning Spares quoted above are applicable only if bought with the Phase 1 Upgrade scope otherwise required additional Project Management Prices will be applicable*



Equipment vs Labor Breakout:

Phase	Equipment	Equipment Price including taxes 8.75%	Commissioning Spares	Commissioning Spares Price including taxes 8.75%	Labor (Engineering, PM and On Site)
Combined Phases	\$408,553	\$444,300	\$47,145	\$51,270	\$279,417
1	\$161,422	\$175,547	\$47,145	\$51,270	\$186,683

Total Price Inclusive of Taxes

Base Scope (All at Once)

The System as Described in this Proposal:\$723,717.00
Start Up and Commissioning Spares: \$51,270.00
Total:.....\$774,987.00

Phase 1 Upgrade

The System as Described in this Proposal:\$362,230.00
Start Up and Commissioning Spares: \$51,270.00
Total:.....\$413,500.00

Onsite Service Pricing

If additional onsite service time, beyond the time included in the proposal is required, the onsite service will be invoiced per CITY OF RIVERSIDE – Clearwater active and valid ABB Care Agreement. If no active and valid ABB Care Agreement is in place, onsite service will be invoiced at List Price in accordance with ABB Field Service Rate Sheet at the time services are rendered.

Purchase Order Instructions

If this proposal meets your approval, please send your purchase order referencing the Proposal Number, SAN-241125-1, Revision Number, and Date information to brett.walmsley@us.abb.com. If signatures are required, please send a signed version of the purchase order.

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Telephone Support.....\$469.00 per hour

- A minimum of one (1) hour is charged per request.
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- A minimum of four (4) hours is charged for any service call to a client's facility.
- All information contained herein is proprietary data of ABB Inc. and that no disclosure, reproduction or use by third parties may be made without written permission of ABB.

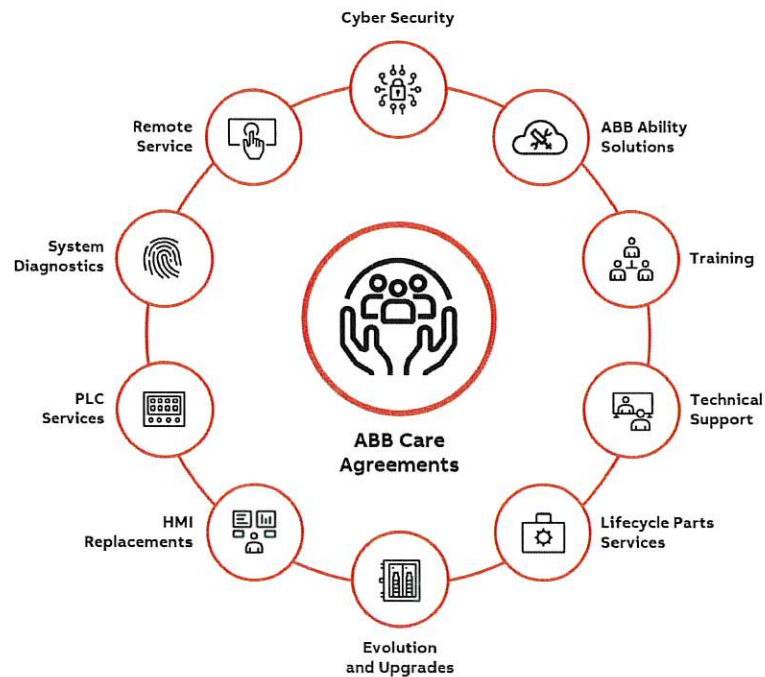
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Monday, May 26 – Memorial Day	Friday, Nov. 28 – Thanksgiving Day (Day After)
Friday, July 4 – Independence Day	Wednesday, Dec. 24 – Christmas Eve
	Thursday, Dec. 25 – Christmas Day

Let's write the future
Together



Industry Care Priority



John Baker
City of Riverside
Clearwater Power Plant
2201 Railroad Street
Corona, CA 92880

Proposal Date: June 2, 2025
Proposal Number: EAS-241218-1 Rev 03
Service Account Manager: Brett Walmsley

Confidential. Do not disclose to any 3rd party.

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1 Introduction

Industry Care is a best-in-class service offering designed to increase your plant's uptime, extend your plant's life, increase your operational efficacy, and ultimately, provide the means to support all service needs today and the expertise to plan for tomorrow's dynamic changes. With unparalleled knowledge resulting from solutions installed at thousands of facilities around the world, ABB is uniquely qualified to help manage all aspects of your plant, from your primary electrical equipment to your control system and all connected devices.

We build the right combination of services and values for your needs and demands. The core Industry Care package contains essential services like Telephone Support to give you quick and effective expert support, access to myABB portal to give you the power of knowledge about the status of your system and equipment, and the ABB Software Maintenance support you need to keep your system current and compliant. You can customize each with optional upgrades to fit your specific operation. For example, if your priority is knowing more about your asset health, asset monitoring and remote access can be added to your Industry Care package. Or if you need extra peace of mind with on-site support, mobilization to site, or a resident engineer, we can provide service with boots on the ground.

Industry Care drives value for your plant by providing **rapid response** to issues and questions, including services and technologies that **extend the lifecycle** and **improve the reliability** of your control system, and **improve the operating performance** of your process. The Care contract value can be further enhanced by leveraging the full breadth and depth of ABB capabilities including cyber security, performance evaluations, and ABB Ability™ digital technologies.

It's all about improving *your* business outcomes. From ABB's portfolio of technology, field services, and spare parts to consulting, optimization, and ABB Ability™ digital portfolio; we support every stage of the plants life cycle and ensure maximum results from your full fleet of assets.

2 Contract Management

2.1 Sites supported

This Industry Care agreement covers ABB supplied Distributed Control Systems (DCS) at the following plant location(s). Services may be used for each system installed on the named site unless specified otherwise.

City of Riverside:

- Clearwater Power Plant, CA

2.2 Term of Agreement

This is a Three Year agreement starting November 01, 2025 ending October 31, 2028.

2.3 Regional Service Management Team

The ABB Regional Services Management team includes an Operations Manager, Service Coordinator, Business Administrator, Sales Account Manager as well as the Technical Account Manager, with escalation to a Regional Director.

The Regional Service Management Team will be responsible for the quality monitoring, reporting and follow up of continuous improvement of Scope of Work. The Contract Team is responsible for execution of the following functions:

- Overall responsible for Scope of Work and single point of contact for Customer's Contract Holder
- Operations of a resource team to meet requirements from Customer and Scope of Work
- Review of available lifecycle information for registered installed base
- Provide information about recommended spare parts

3 Automation Software Maintenance

3.1.1 Automation Software Maintenance Solutions

For the term of this contract City of Riverside will receive Automation Software Maintenance (ASM) solutions for the SID's named in the table below including support for ancillary system functionality as indicated by checkmark. The Automation Software Maintenance (ASM) Solutions assists you as a system owner in actively managing your ABB control system software life cycle costs and helps you maximize the value of your automation investment. It offers a range of solutions to support and extend the life and reliability of your ABB control systems.

Through these ASM Solutions, City of Riverside has access to the following items allowing them to maintain their automation software.

- Access to software or firmware error corrections, performance improvements, and 3rd party compatibility updates for the current (i.e. latest released) Active and Classic software versions installed. ABB does not provide error corrections, performance improvements, and 3rd party compatibility updates for software in Limited or Obsolete lifecycle status.
- Ability to upgrade the currently installed software products from one version of the platform to the latest version of the same platform for platforms that are Active or Classic lifecycle status. This does not include ability to upgrade versions that are Obsolete lifecycle status or evolve from one platform to a different platform. This ability can be supplied at additional cost.
- Access to myABB portal suite of premium services including:
 - Documentation via ABB Library
 - Customer training options
 - Control system diagnostic information from My Control Systems
 - Customer installed base displayed on My Installations
 - Management of Technical Support cases (provided contract includes technical support with 1-hour response time)
 - View ABB recommended services and schedules
 - Analyze and manage spare parts ordering and inventory
 - Order products and parts through eCommerce Platform
 - How to contact ABB
- Access to control system diagnostic information and access to list of ABB approved Microsoft security patches via the myABB portal (however not the patches themselves) via My Control Systems.
- Ability to escalate service support cases to ABB engineering Level 3 and Level 4 if necessary, as determined by the ABB Technical Support team. Additional fees may apply depending on the issue complexity and resources required to address said issue.
- Implementation of new software releases are not included.
- Minimum 3-year commitment required.

Plant/System Name	Product Description & Version	SID	# Concurrent Users	System Functionality
Clearwater Power Plant	S+ Operations, Primary, v2.0	SID28318	6	☒ Fingerprint License ☒ History ☐ Harm. Gateway ☐ Batch ☐ Safety ☐ Open

See Appendix A for list of licenses included in each SID

Delivery of software updates will be through the myABB portal, or on physical media in certain situations. Flashable firmware updates will be available through this portal as well. Firmware updates delivered on physical media may be purchased for an additional fee.

The software maintenance solutions provided by ABB under this section apply to ABB developed and supplied software only and will automatically be subject to the applicable end-user software license agreement. Software Maintenance solutions do not apply to 3rd party software unless specified. Software corrections for customer specific issues are not available prior to the release of a periodic software maintenance update.

Use of some features contained in the software updates may require different or additional operating system software or hardware. This solution does not provide any hardware or operating system / third party software.

ASM solutions will automatically be discontinued immediately at the conclusion of this contract. In the case of multi-year contracts, ASM solutions may be interrupted if customer purchase order or other customer work authorization is not received 30 days prior to subsequent year start date. ASM solutions renewed more than 30 days after the conclusion of this contract are subject to additional rejoin fees.

3.2 Rapid Response Services

3.2.1 Telephone Support

City of Riverside will have access to an **unlimited number** of technical support cases. Support cases initiated via telephone will have a **1 hour** response during normal business hours (M-F 8:00AM – 5:00PM US Eastern time excluding holidays) throughout the duration of this contract. The 1-hour response time begins when a phone call initiated technical support request is acknowledged by a specialist. The 1-hour response does not apply to e-mail initiated support cases and does not constitute a guarantee of any sort. Escalation of support cases requires system to be covered by software maintenance services, is made through the ABB Contact Center, and may incur additional fees.

Technical support is available 24/365 with afterhours support limited to cases where the system is down, in danger of going down, or when system performance is significantly off from expected. This support function may be utilized by any employee of the customer using the ABB Systems (excluding contractors, subcontractors, integrators, or any party other than an employee of the purchaser).

When an incident is categorized as an Emergency, work shall start immediately and continue outside of the agreed hours until the problem is resolved. The categorization is determined by the urgency and impact of the incident. Critical HSSE (Health, Safety, Security and Environmental) situations, loss of production, total loss of view of the process are situations that are categorized as Emergency. This may also include situations that could lead to a production loss or HSSE issue.

ABB Contact Center contact details are:

Email: AutomationSupportLine@us.abb.com
Telephone number: 1-800-HELP-365 (1-800-435-7365)

City of Riverside Request will include the following information to the ABB Contact Center:

- Customer name
- Name of inquirer
- Name of site
- Type of equipment
- Description of inquiry
- Priority of the inquiry
- Contact details of the inquirer

3.2.2 Online Support

Online support is available through the Premium version of MyABB / My Control System module. Through My MyABB/My Control System module, you can:

- Check my system licenses / Automation Software Maintenance status
- See system details pages and system reports
- Have access to subscriptions and software licenses of the installed control system(s)
- Access cyber security related information, recommendations and downloads
- Determine contact information of designated ABB Service organization
- Find My safety reports / My product alerts
- Research available training
- Access security updates and patches, service packs, new control system software versions
- See validation results and downloadable qualified third party security updates form Microsoft / McAfee ePO policies/Symantec definition files
- Find user manuals, data sheets, product updates
- Check the overall status of the process control system health, performance and validated software updates

Online support may be utilized by any employee of the customer using the ABB Systems (excluding contractors, subcontractors, integrators, or any party other than an employee of the purchaser). For each system under contract, City of Riverside will have up to fifteen (15) users, plus one (1) control system administrator. **City of Riverside is responsible for completing and returning the form in Appendix C for user access.** For an overview of the MyABB Portal, please review this brief training video: [MyABB Portal Overview](#)

3.2.3 Visual Remote Support

If needed to help resolve an issue, the ABB phone support team may initiate a video call utilizing ABB's Visual Remote Support tool. ABB Visual Remote Support is a communication tool that improves interaction between remote experts and field personnel by enabling instructions and guidance to be overlaid on live video using augmented reality technology. The tool simplifies

—

maintenance, reduces downtime, increases equipment effectiveness and improves safety. This allows you to expand the technical knowledge of your workforce as your personnel gain hands-on maintenance experience while being guided by ABB's global expert support network.

- ABB's remote support technician will initiate this session via a web link sent by text or e-mail (with verbal permission of customer contact).
- Visual Remote Support may be utilized by designated employees of the customer only. Contractors, subcontractors, integrators, or any party other than an employee of the purchaser are excluded from using the licenses supplied herein.
- Supported operating systems: iOS, Android, Windows 10
- Hands-free options through wearable technology (Realwear Headset and others) are supported
- ABB shall treat all the materials and information received from the site as confidential client data.
- Cellular/WiFi Service must be available in areas of plant intended for use with solution.
- Capture of Photo/Video of site equipment must be permitted to conduct a Virtual Remote Support session.
- All information captured via Visual Remote Support will be included in the ABB's case tracking documentation.

3.2.4 Technical Support Case Tracking

The primary customer contact listed for Telephone Support will also have access to Technical Support case tracking via the case tracking module on myPortal.ABB.com. Technical Support case tracking provides the flexibility to follow resolution progress of open cases, to check up on the activity of open cases, and to research closed case histories. The primary customer contact will be able to view all cases assigned to the site regardless of who opened the case and also can authorize additional authorized users. Authorized users must be an employee of the customer using the ABB Systems (excluding contractors, subcontractors, integrators, or any party other than an employee of the purchaser).

Specifically, each authorized user will be able to enter, modify, and track support cases via myPortal.ABB.com (Case Tracking Application). The authorized users will be able to:

- View their cases only
- View entire site cases
- Search for specific subjects, callers, etc
- Update any active case with comments, ask a question, add additional details, or attach files
- Follow the progress on any specific case
- Enter new cases 24/7

3.3 Lifecycle Management Services

3.3.1 Control System Benchmark

As part of the Care contract, ABB will conduct a Control System Benchmark on (1) of the covered systems to be mutually agreed upon by ABB and **City of Riverside** during the term of the contract. The Control System Benchmark will provide to the customer an accurate depiction of the installed control system equipment, along with lifecycle status and criticality matrix, warranty information (if available) and which equipment is covered by the agreement within a report on the myABB customer portal within the My Control System module.

The Control System Benchmark is conducted by running the My Control System Products Data Collector (MCS-DC) automated tool that can be downloaded from myABB or provided to customer by USB storage media. The MCS-DC tool validates key parameters including:

- Lifecycle status of hardware and software
- ABB software versions are all loaded correctly and are on appropriate nodes
- Appropriate versions of Microsoft software, including patches are on every node
- Most up-to-date antivirus (McAfee or Symantec) software on every node
- Microsoft Windows, computer hardware and controller KPI's to determine system load
- Control hardware version
- Cybersecurity settings

In order to complete the Control System Benchmark the MCS-DC tool must be run from a Microsoft Windows workstation or server that is on the same network as all the other control system nodes. City of Riverside may apply virus checks to media prior to loading the MCS-DC tool on the system. The MCS-DC tool runs in the background and does not need to be attended. The length of time needed to complete varies based on system size.

3.3.2 Onsite Field Service

As part of the Industry Care contract, ABB will provide a discounted rate of **10 percent** off the current year issued field service labor rates to perform preventive and corrective maintenance services. Standard service labor rates and ABB recognized holidays are shown in Appendix B of this proposal and apply only to the delineated calendar year. Standard service labor rates are updated annually and can be supplied upon request. Service labor time includes travel to and from the site, time for training required to obtain site access, diagnostic time, repair time, verification time, time awaiting the delivery of parts, time waiting for access to equipment, and time required to complete the documentation of the service call activities. A minimum of four (4) hours is charged for any service call to a client's facility. The use of these hours are subject to defined Primary Working Hours as referenced in Appendix B.

Travel and living expenses will be invoiced separately for these hours.

Additional purchased material, equipment rental, oil processing trailers, etc. are in addition to service hours and will be quoted per the service required.

3.3.3 Hardware & Software Discounts

ABB will provide hardware and software discounts off the current ABB price book for below listed hardware and software during the Industry Care contract period. Discounts for repairs and refurbished parts apply to listed hardware systems only. Discounts during the contract period will be extended at the following rates:

Hardware

New	Description
Symphony Plus Harmony (Rack)	10% discount (0.90 of list)
Symphony Plus (DIN)	10% discount (0.90 of list)

Repairs and Refurbished parts

Repairs	10% discount (0.90 of list)
Refurbished	10% discount (0.90 of list)

Software

Symphony Plus	10% discount (0.90 of list)
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* Discount applies to currently licensed products. Includes software licenses, media, and USB dongles for new or expansion licensing. Some software expansions may impact the annual price of the Industry Care contract.

3.3.4 In-Person & On-Line Training Classes

City of Riverside is also entitled to purchase in-center and on-line training classes from ABB University at **10 percent** off the current list price if purchased during the contract period.

- The discounted pricing would only apply to list price, ABB in-center and on-line training classes, scheduled as open enrollment events.
- The discounted pricing would not apply to on-site training events or coaching services.
- This discount cannot be combined with any other agreements or promotions.

ABB University has the right to cancel an open enrollment class that does not meet the student minimum to conduct the training class. ABB University commits to cancelling a class at least 2 weeks prior to the scheduled start date. If the customer chooses to cancel an enrollment, they must do so at least 2 weeks prior to the class start date to avoid a cancellation fee.

To view scheduled in-center classes go to <https://mylearning-americas.abb.com/>, click on Sign In, then Catalog, and type the course number or key word in the search box.

3.3.5 Loyalty Offers

As a participant in the Industry Care program, City of Riverside will have access to quarterly published Loyalty Offers throughout the duration of the contract. These are special access discounts only made available to contract holders. The Loyalty Offers are made available at the beginning of each calendar year quarter and provide discounts to part and labor packages.

3.4 Cyber Security Services

3.4.1 Cyber Security Patch Delivery

Included in this contract are monthly deliveries of the latest ABB validated Microsoft security patches, bulletins, and supporting files for ABB Distributed Control System (DCS) nodes. These updates, delivered via USB drive, include standalone Microsoft patches, Trellix update packages, and detailed product release notes. The USB files are fully compatible with direct application, ABB Patch Management Utility, or ABB Cyber Security Workplace (CSWP2.0) for centralized deployment.

For customers who have opted out of USB delivery, updates will be provided on DVDs instead. While the DVDs include the same Microsoft security patches, update packages, and release notes, they do not contain the prepackaged files required for import directly into Cyber Security Workplace 2.0. Customers who would like to opt out of USB delivery in favor of DVDs, please select that option on the form in Appendix E and return to ABB with your purchase order.

Also included are associated ABB validation test status documentation. This document lists Microsoft security bulletins including relevant KB article numbers, criticality, affected Microsoft products, and ABB's validation status.

Patch validation applies only for ABB software at "Active" or "Classic" status at the latest available service pack. The validation testing of Microsoft security updates is done along with Trellix (fka McAfee) ENS. Documentation about the latest patch level, scan engine, and virus definition file versions validated are published together with the Microsoft security update test results. The information and software provided is for use on ABB systems covered by this Contract. **City of Riverside is responsible for completing and returning the form in Appendix D for delivery contact and address of this disc.**

3.5 Expanded Capabilities

The following solutions are include in the scope of this agreement only if indicated as such by a checkmark next to the item.

3.5.1 Parts & Services Utilization Account

As an Industry participant, City of Riverside can establish a pre-paid Parts & Service Utilization Account in the amount of \$10,000 per year. Parts & Service Utilization Account funds may be

4 Commercial Summary

Industry Care Priority Contract – Three Year Contract:

Part Number	Description	Price	
PAENC-PRI-03	Industry Care – Priority 3-year agreement	\$ 66,768	Year 1
		\$ 70,106	Year 2
		\$ 73,611	Year 3
		\$ 210,485	Total

Note: Pricing includes a limited, one-time discount on the software maintenance for SID28318. This offer is valid for the term of this contract only; any interruption or delays in payment during this time may also affect the discount structure offered.

Optional Services*

3 Year Contract

	Part Number	Description	Price	
1	n/a	Parts & Services Utilization Account	\$ 50,000	Year 1
2	n/a	Remote Access Link	\$ 4,350	Year 1
3	n/a	On-Request Field Service	\$ 50,274	Year 1
4	n/a	MCS On-Prem Configuration and Activation	\$ 21,872	per site
5	n/a	MCS On-Prem Maintenance (after Activation)	\$ 6,422	Annual per site
6	n/a	MCS On-Prem Upgrade to System Monitoring	\$ 4,800	Annual per SID

* Optional Services pricing valid when purchased at the same time as this Industry Care contract.

**Optional Services pricing will increase 5% for subsequent years

4.1 Purchase Order

PLEASE NOTE SUBMISSION EMAIL ADDRESS.

This is a Three Year Contract, please submit your purchase order **specifically listing the proposal number EAS-241218-1 Rev 03 as well as directly referencing the terms and conditions of the proposal.** Note that neglecting to directly reference both the proposal number and the proposal T's and C's may result in needing an additional e-mail acknowledgement of these items which could delay processing the purchase order. Invoice dates are as follows:

Line Item	Part Number	Description	Invoice Date	Price
1	PAENC-PRI-03	Year 1	11/1/2025	\$ 66,768
2	PAENC-PRI-03	Year 2	11/1/2026	\$ 70,106
3	PAENC-PRI-03	Year 3	11/1/2027	\$ 73,611
TOTAL				\$ 210,485

Payment due NET-30 unless otherwise specified in a master agreement. The above table does not reflect any options. Should any options be purchased, the invoice amount in the above table needs to be increased by the annual amount of the option(s).

Please fax or email your purchase order to:

E-mail – ServiceContracts@us.abb.com

If you use ARIBA for purchase order submission, use ABB INC-P A Service (contracts) ANID: AN01003473396.

4.2 Invoice Schedule & Payment Terms

The terms of payment for all systems, services, and products purchased under this agreement shall be 30 days from date on invoice, subject to **annual** invoices issued following receipt and acceptance of your Purchase Order. **Annual** invoicing will continue automatically for multi-year contract periods per the invoice schedule outlined in Section 4.1 Purchase Order.

If you let the contract expire or lapse at any time, you may reinstate for an additional fee of 5% per month of the most recent annual contract amount that you are not covered under contract, with a maximum fee of 15% of the most recent annual contract amount.

4.3 Cancellation

Contract termination is assessed in 12-month intervals. Termination of this contract will be subject to the following cancellation schedule:

Cancellation Schedule	
Cancellation Timing	Amount
Up to the end of the third month	50% of annual contract amount. Subsequent years of the committed contract period are waived.

Any time between months 4 and 12	Full annual contract amount. Subsequent years of the committed contract period are waived.
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4.4 Terms and Conditions

This Contract will commence on its effective date as specified in Section 4 Commercial Summary above, and will remain in effect until the end of the agreement as specified in Section 4 Commercial Summary above.

The Terms and Conditions of this proposal are based on ABB INC/CITY OF RIVERSIDE, CA GENERAL TERMS AND CONDITIONS OF SALE. Other than the additional terms set forth hereinbelow, no other terms and conditions shall apply. Where there is a conflict between the Terms and Conditions and this proposal, the terms of the proposal shall take precedence.

DISCLAIMER: *To comply with ABB policy and U.S. Government Federal Acquisition Regulations, including Export Control Regulations, and U.S. state and municipal laws and regulations for government sales (collectively "U.S. Government"), any inquiry, request for quote, or order ultimately intended for U.S. Government purchase or export must be properly disclosed, all requirements submitted, and documents identified as "for export" must include the ultimate destination country, the ultimate end user, and end use. These orders must be identified to ABB who will coordinate within ABB for a compliance check. To be clear, for all U.S. Government sales Purchaser has a duty to disclose the ultimate end-user and destination of all orders, and provide all relevant documents, including reporting to ABB those that are to be exported from the US. Purchaser shall indemnify, defend, and hold harmless ABB from and against any and all damages that may arise from Purchaser's breach of this provision.*

Trade Controls: *Customer represents that it is the ultimate end recipient of any items provided under this Agreement, that the items are for civil use only. Customer further represents that it will not directly or indirectly sell, export, re-export, release, transmit or otherwise transfer any items received from ABB to any Restricted Parties, or parties that operate, or whose end use will be, in a jurisdiction/region prohibited by ABB including Belarus, Crimea, Cuba, Iran, North Korea, Russia, Syria, as well as the Donetsk, Luhansk, Kherson, and Zaporizhzhia regions of Ukraine (such list may be amended by ABB at any time). Customer further represents and warrants that the Products and/or Services provided under this Agreement shall not be installed, used, or applied in or in connection with (i) the design, production, use or storage of chemical, biological or nuclear weapons or their delivery systems, (ii) any military applications or (iii) the operation of any nuclear facilities including, but not limited to, nuclear power plants, nuclear fuel manufacturing plants, uranium enrichment plants, spent nuclear fuel stores and research reactors, without the prior written consent of ABB.*

EXHIBIT "C"

KEY PERSONNEL

Brett Walmsley, Contact