

RESOLUTION NO. _____

A RESOLUTION OF THE COUNCIL OF THE CITY OF FRESNO, CALIFORNIA, AUTHORIZING AN EXCEPTION TO FORMAL BIDDING PROCEDURES AND AWARD OF A SOLE SOURCE PURCHASE AGREEMENT WITH REXEL USA, INC. IN AN AMOUNT NOT TO EXCEED \$1,191,850.

WHEREAS, the City of Fresno Charter Section 1208(a) requires advertised competitive bidding for equipment involving the expenditure of City monies in excess of \$177,000; and

WHEREAS, City Charter Section 1208(a)(5)(iv) states Section 1208(a) shall not apply when Council determines a good or product can only be provided by one source, and the purchase is authorized by resolution of Council containing a declaration of the facts constituting the sole source; and

WHEREAS, the product identified is the procurement of four Variable Frequency Drives (VFDs) Allen-Bradley PF755TL 800 HP ND Type 1, for delivery, startup and operations training at the Fresno-Clovis Regional Wastewater Reclamation Facility (RWRF) for control of raw sewage pump motors to accommodate the varying wastewater flows into the facility, allowing the City to replace the existing aging and failing VFDs; and

WHEREAS, Rexel USA, Inc. (Rexel) is the sole supplier of the Allen-Bradley PF755TL 800 HP ND Type 1 VFDs, the City's preferred product in this region; and

WHEREAS, the cost of the product and service of the Allen-Bradley PF755TL 800 HP ND Type 1 VFDs is not to exceed \$1,191,850; and

WHEREAS, there is no impact to the General Fund, the appropriations for this purchase are included in the Wastewater Division Enterprise Fund 4500-4501; and

1 of 3

Date Adopted:

Date Approved:

Effective Date:

City Attorney Approval:

541566v1



Resolution No.

WHEREAS, the Interim Director of Public Utilities has approved the proposed work and now seeks Council approval.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Fresno as follows:

1. The Council has received and considered the report and recommendations of City staff.
2. The Allen-Bradley PF755TL 800 HP ND Type 1 VFD is the preferred replacement model for use in controlling the raw sewage pumps at the RWRF.
3. Rexel is the sole supplier of the Allen-Bradley PF755TL 800 HP ND Type 1 VFD.
4. Staff proposes to award the sole source purchase agreement of the Allen-Bradley PF755TL 800 HP ND Type 1 VFDs to Rexel, for a total cost in the amount not to exceed \$1,191,850.
5. Council hereby finds it is appropriate and necessary for the City to dispense with the competitive bidding requirement in this instance, and to authorize the Department of Public Utilities Interim Director or designee to execute and enter into the Rexel product purchase agreement under the sole source exception.
6. This resolution shall be effective upon final approval.

* * * * *

STATE OF CALIFORNIA)
COUNTY OF FRESNO) ss.
CITY OF FRESNO)

I, TODD STERMER, City Clerk of the City of Fresno, certify that the foregoing resolution was adopted by the Council of the City of Fresno, at a regular meeting held on the _____ day of _____ 2025.

AYES :
NOES :
ABSENT :
ABSTAIN :

Mayor Approval: _____, 2025
Mayor Approval/No Return: _____, 2025
Mayor Veto: _____, 2025
Council Override Vote: _____, 2025

TODD STERMER, MMC
City Clerk

By: _____
Deputy Date

APPROVED AS TO FORM:
ANDREW JANZ
City Attorney

By: _____
Sukhman S. Sekhon Date
Deputy City Attorney

Attachment: Rexel USA, Inc. Product Purchase Agreement

**PRODUCT AND SERVICE AGREEMENT
CITY OF FRESNO, CALIFORNIA**

THIS AGREEMENT (Agreement) is made and entered into, effective on _____, by and between the CITY OF FRESNO, a California municipal corporation (City), and REXEL USA, INC., a Delaware corporation (Service Provider).

RECITALS

WHEREAS, City desires to obtain products and support services for Variable Frequency Drives for the Fresno-Clovis Regional Wastewater Reclamation Facility (Project); and

WHEREAS, Service Provider is engaged in the business of furnishing such services as a distributor of Variable Frequency Drive products and related services and hereby represents that it desires to and is professionally and legally capable of performing the services called for by this Agreement; and

WHEREAS, Service Provider acknowledges that this Agreement is subject to the requirements of Fresno Municipal Code Section 4-107 and Administrative Order No. 6-28; and

WHEREAS, this Agreement will be administered for City by its Director of Public Utilities (Administrator) or designee.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and of the covenants, conditions, and premises hereinafter contained to be kept and performed by the respective parties, it is mutually agreed as follows:

1. Scope of Services. Service Provider shall provide to the satisfaction of City the products and services described in **Exhibit A**.
2. Term of Agreement and Time for Performance. This Agreement shall be effective from the date first set forth above (Effective Date) and shall continue in full force and effect upon completion of complete rendition of the services hereunder, subject to any earlier termination in accordance with this Agreement. The products and services of Service Provider as described in **Exhibit A** are to commence upon the Effective Date and shall be completed in a sequence assuring expeditious completion, but in any event, all such services shall be completed prior to expiration of this Agreement and in accordance with any performance schedule set forth in **Exhibit A**.
3. Compensation.
 - (a) Service Provider's sole compensation for satisfactory performance of all services required or rendered pursuant to this Agreement shall not exceed, One Million, One Hundred Ninety One Thousand and Eight Hundred Fifty Dollars (\$1,191,850) paid on the basis of the rates set forth in the schedule of fees and expenses contained in **Exhibit A**. Such fee includes all expenses incurred by Service Provider in performance of the services.
 - (b) Detailed statements shall be rendered annually for services performed in the preceding year and will be payable in the normal course of City business. City shall not be obligated to reimburse any expense for which it has not received

a detailed invoice with applicable copies of representative and identifiable receipts or records substantiating such expense.

- (c) The parties may modify this Agreement to increase or decrease the scope of services or provide for the rendition of services not required by this Agreement, which modification shall include an adjustment to Service Provider's compensation. Any change in the scope of services must be made by written amendment to the Agreement signed by an authorized representative for each party. Service Provider shall not be entitled to any additional compensation if services are performed prior to a signed written amendment.

4. Termination, Remedies, and Force Majeure.

- (a) This Agreement shall terminate without any liability of City to Service Provider upon the earlier of : (i) Service Provider's filing for protection under the federal bankruptcy laws, or any bankruptcy petition or petition for receiver commenced by a third party against Service Provider; (ii) seven calendar days' prior written notice with or without cause by City to Service Provider; (iii) City's non-appropriation of funds sufficient to meet its obligations hereunder during any City fiscal year of this Agreement, or insufficient funding for the Project; or (iv) expiration of this Agreement.
- (b) Immediately upon any termination or expiration of this Agreement, Service Provider shall (i) immediately stop all work hereunder; (ii) immediately cause any and all of its subcontractors to cease work; and (iii) return to City any and all unearned payments and all properties and materials in the possession of Service Provider that are owned by City. Subject to the terms of this Agreement, Service Provider shall be paid compensation for services satisfactorily performed prior to the effective date of termination, as well as any direct costs incurred by Service Provider prior to the date of termination . Service Provider shall not be paid for any work or services performed or costs incurred which reasonably could have been avoided.
- (c) In the event of termination due to failure of Service Provider to satisfactorily perform in accordance with the terms of this Agreement, City may withhold an amount that would otherwise be payable as an offset to, but not in excess of, City's direct damages caused by such failure. In no event shall any payment by City pursuant to this Agreement constitute a waiver by City of any breach of this Agreement which may then exist on the part of Service Provider, nor shall such payment impair or prejudice any remedy available to City with respect to the breach.
- (d) Upon any breach of this Agreement by Service Provider, City may (i) exercise any right, remedy (in contract, law or equity), or privilege which may be available to it under applicable laws of the State of California or any other applicable law; (ii) proceed by appropriate court action to enforce the terms of the Agreement; and/or (iii) recover all direct, damages for the breach of the Agreement. If it is determined that City improperly terminated this Agreement for default, such termination shall be deemed a termination for convenience.

- (e) Service Provider shall provide City with adequate written assurances of future performance, upon Administrator's request, in the event Service Provider fails to comply with any terms or conditions of this Agreement.
- (f) Service Provider shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of Service Provider and without its fault or negligence including but not limited to, acts of God or the public enemy, acts of City in its contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. Service Provider shall notify Administrator in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, and shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to Administrator of the cessation of such occurrence.

5. Confidential Information and Ownership of Documents.

- (a) Any reports, information, or other data prepared or assembled by Service Provider pursuant to this Agreement shall not be made available to any individual or organization by Service Provider without the prior written approval of the Administrator. During the term of this Agreement, and thereafter, Service Provider shall not, without the prior written consent of City, disclose to anyone any Confidential Information. The term Confidential Information for the purposes of this Agreement shall include all proprietary and confidential information of City, including but not limited to business plans, marketing plans, financial information, materials, compilations, documents, instruments, models, source or object codes and other information disclosed or submitted, orally, in writing, or by any other medium or media. All Confidential Information shall be and remain confidential and proprietary in City.
- (b) Any and all writings and documents prepared or provided by Service Provider pursuant to this Agreement are the property of City at the time of preparation and shall be turned over to City upon expiration or termination of the Agreement. Service Provider shall not permit the reproduction or use thereof by any other person except as otherwise expressly provided herein.
- (c) Notwithstanding the foregoing, SERVICE PROVIDER may disclose certain information to its suppliers or manufacturers for the sole purpose of facilitating this Agreement, under confidentiality restrictions at least as stringent as those set forth herein.
- (d) This Section 5 shall survive expiration or termination of this Agreement.

6. Level of Skill. It is further mutually understood and agreed by and between the parties hereto that inasmuch as Service Provider represents to City that Service Provider and its subcontractors, if any, are skilled in the profession and shall perform in accordance with the standards of said industry necessary to perform the services agreed to be done by it under this Agreement, City relies upon the skill of Service Provider and its subcontractors, if any, to do and perform such services in a skillful manner and Service Provider agrees to thus perform the services and require the same of any subcontractors. Therefore, any acceptance of such services by City shall

not operate as a release of Service Provider or any subcontractors from said industry and professional standards.

7. Warranty. Service Provider warrants that the goods sold hereunder are new and, upon payment of the applicable invoices, free of any liens or security interests. Service Provider shall assign to City all manufacturers' warranties. In no event shall Service Provider's warranty exceed the warranty given by manufacturers of the goods or the providers of the services including for any indemnification for intellectual property infringement. The sole obligation of Service Provider under such warranty shall be, at Service Provider's sole election, to (i) repair or replace goods in accordance with manufacturer's instructions or the administration of any City claim against the manufacturer of the goods, (ii) re-performance of the services, or (iii) refund of the purchase price for the defective goods or services. Any indemnification obligation of Service Provider shall be limited to claims for personal injury or damage to tangible property of a third party resulting from Service Provider's negligence or willful misconduct. THE ABOVE IS THE SOLE AND EXCLUSIVE WARRANTY, EXPRESS OR IMPLIED, PROVIDED BY SERVICE PROVIDER AND IS IN LIEU OF ALL OTHER WARRANTIES, OF ANY NATURE WHATSOEVER, CONTRACTUAL, LEGAL, STATUTORY OR OTHER, AND WHETHER FOR MERCHANTABILITY, QUALITY, FITNESS OR OTHERWISE.
8. Indemnification. To the furthest extent allowed by law, SERVICE PROVIDER shall defend, indemnify and hold harmless CITY from and against any and all claims, losses, liabilities, damages, costs and expenses (including losses and costs incurred by CITY and any reasonable attorney's fees and costs) which arise from personal injury or damage to tangible property to the extent caused by the SERVICE PROVIDER's negligence or willful misconduct; a breach of SERVICE PROVIDER's confidentiality (information not of public record) obligations arising from SERVICE PROVIDER's negligence or willful misconduct; or SERVICE PROVIDER's violation of a law applicable to SERVICE PROVIDER's performance under the contract. CITY must notify SERVICE PROVIDER promptly in writing of the claim and give SERVICE PROVIDER control over its defense or settlement with CITY approval, which such approval will not be unreasonably withheld or delayed. CITY agrees to provide SERVICE PROVIDER with reasonable assistance, cooperation, and information in defending the claim at SERVICE PROVIDER's expense. In the event of any infringement, or claim of infringement, of any patent, trademark or copyright based on the manufacture, normal use or sale of any goods furnished to CITY hereunder or in contemplation hereof SERVICE PROVIDER shall either (1) assist CITY to replace infringing goods with substantially equal but non-infringing goods; (2) if the manufacturer allows, help procure the right to continue to use the infringing goods; (3) if given prompt notice by CITY of any claim of infringement, request the manufacturer to grant for CITY such warranty or indemnity rights as the manufacturer may customarily give with respect to such goods; or (4) refund the purchase price of such goods. SERVICE PROVIDER's liability, under breach of infringement shall be limited to remedies enumerated herein.

This section shall survive termination or expiration of this Agreement.

9. Insurance.

- (a) Throughout the life of this Agreement, the Service provider shall pay for and maintain in full force and effect all insurance as required in Exhibit B, which is incorporated into and part of this Agreement, with an insurance company(ies) either (i) admitted by the California Insurance Commissioner to do business in the State of California and rated no less than "A-VII" in the Best's Insurance Rating Guide, or (ii) as may be authorized in writing by the City's Risk Manager or designee at any time and in its sole discretion. The required policies of insurance as stated in Exhibit B shall maintain limits of liability of not less than those amounts stated therein. However, the insurance limits available to the City, its officers, officials, employees, agents, and volunteers where allowed by law as additional insureds, shall be the greater of the minimum limits specified therein or the full limit of any insurance proceeds to the named insured.
- (b) If at any time during the life of the Agreement or any extension, the Service provider or any of its subcontractors/sub-consultants fail to maintain any required insurance, all services and work under this Agreement shall be discontinued immediately, and all payments due, or that become due, to the Service provider shall be withheld until insurance is in compliance with the requirements. Any failure to maintain the required insurance shall be sufficient cause for the City to terminate this Agreement. No action taken by the City pursuant to this section shall in any way relieve the Service provider of its responsibilities under this Agreement. The phrase "fail to maintain any required insurance" shall include, without limitation, notification received by the City that an insurer has commenced proceedings, or has had proceedings commenced against it, indicating that the insurer is insolvent.
- (c) The fact that insurance is obtained by the Service provider shall not be deemed to release or diminish the liability of the Service provider, including, without limitation, liability under the indemnity provisions of this Agreement. The duty to indemnify the City shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by the Service provider. Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of the Service provider, its principals, officers, agents, employees, persons under the supervision of the Service provider, vendors, suppliers, invitees, consultants, sub-consultants, subcontractors, or anyone employed directly or indirectly by any of them.

10. Conflict of Interest and Non-Solicitation.

- (a) Prior to City's execution of this Agreement, Service Provider shall complete a City of Fresno conflict of interest disclosure statement in the form as set forth in Exhibit C. During the term of this Agreement, Service Provider shall have the obligation and duty to immediately notify City in writing of any change to the information provided by Service Provider in such statement.
- (b) Service Provider shall comply, and require its subcontractors to comply, with all applicable (i) professional canons and requirements governing avoidance

of impermissible client conflicts; and (ii) federal, state, and local conflict of interest laws and regulations including, without limitation, California Government Code Section 1090 et. seq., the California Political Reform Act (California Government Code Section 87100 et. seq.) and the regulations of the Fair Political Practices Commission concerning disclosure and disqualification (2 California Code of Regulations Section 18700 et. seq.). At any time, upon written request of City, Service Provider shall provide a written opinion of its legal counsel and that of any subcontractor that, after a due diligent inquiry, Service Provider and the respective subcontractor(s) are in full compliance with all laws and regulations. Service Provider shall take, and require its subcontractors to take, reasonable steps to avoid any appearance of a conflict of interest. Upon discovery of any facts giving rise to the appearance of a conflict of interest, Service Provider shall immediately notify City of these facts in writing.

- (c) In performing the work or services to be provided hereunder, Service Provider shall not employ or retain the services of any person while such person either is employed by City or is a member of any City council, commission, board, committee, or similar City body. This requirement may be waived in writing by the City Manager, if no actual or potential conflict is involved.
 - (d) Service Provider represents and warrants that it has not paid or agreed to pay any compensation, contingent or otherwise, direct or indirect, to solicit, or procure this Agreement or any rights/benefits hereunder.
 - (e) Service Provider and any of its subcontractors shall have no interest, direct or indirect, in any other contract with a third party in connection with this Project unless such interest is in accordance with all applicable law and fully disclosed to and approved by the City Manager, in advance and in writing. Notwithstanding any approval given by the City Manager under this provision, Service Provider shall remain responsible for complying with Section 9(a), above.
 - (f) If Service Provider should subcontract all or any portion of the work to be performed or services to be provided under this Agreement, Service Provider shall require its subcontractors to comply therewith.
 - (g) This Section 9 shall survive expiration or termination of this Agreement.
11. Recycling Program. In the event Service Provider maintains an office or operates a facility(ies), or is required herein to maintain or operate same, within the incorporated limits of the City of Fresno, Service Provider at its sole cost and expense shall:
- (a) Immediately establish and maintain a viable and ongoing recycling program, approved by City's Solid Waste Management Division, for each office and facility. Literature describing City recycling programs is available from City's Solid Waste Management Division and by calling City of Fresno Recycling Hotline at (559) 621-1111.
 - (b) Immediately contact City's Solid Waste Management Division at (559) 621-1452 and schedule a free waste audit, and cooperate with such Division in their conduct of the audit for each office and facility.

- (c) Cooperate with and demonstrate to the satisfaction of City's Solid Waste Management Division the establishment of the recycling program in paragraph (a) above and the ongoing maintenance thereof.

12. General Terms.

- (a) Except as otherwise provided by law, all notices expressly required of City within the body of this Agreement, and not otherwise specifically provided for, shall be effective only if signed by the Administrator or designee.
- (b) Records of Service Provider's expenses pertaining to the Project shall be kept on a generally recognized accounting basis and shall be available to City or its authorized representatives upon prior written request during mutually agreeable regular business hours throughout the life of this Agreement and for a period of three years after final payment or, if longer, for any period required by law. In addition, all books, documents, papers, and records of Service Provider pertaining to the Project shall be available for the purpose of making audits, examinations, excerpts, and transcriptions for the same period of time. Any such audit shall be limited to: (i) all quotations and purchase orders issued between the Service Provider and the City, (ii) warranty documents, (iii) correspondence between the parties, (iv) the City's RFQs, (v) Service Provider's quotations and bids, (vi) Service Provider's invoices to the City, (vii) proof of delivery, (viii) evidence of payments received by Service Provider from Buyer, and any other documents exchanged between the parties. If any litigation, claim, negotiations, audit or other action is commenced before the expiration of said time period, all records shall be retained and made available to City until such action is resolved, or until the end of said time period whichever shall later occur. This Section 11(b) shall survive expiration or termination of this Agreement.
- (c) Prior to execution of this Agreement by City, Service Provider shall have provided evidence to City that Service Provider is licensed to perform the services called for by this Agreement (or that no license is required). If Service Provider should subcontract all or any portion of the work or services to be performed under this Agreement, Service Provider shall require each subcontractor to provide evidence to City that subcontractor is licensed to perform the services called for by this Agreement (or that no license is required) before beginning work.

13. Nondiscrimination. To the extent required by controlling federal, state and local law, Service Provider shall not employ discriminatory practices in the provision of services, employment of personnel, or in any other respect on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era. Subject to the foregoing and during the performance of this Agreement, Service Provider agrees as follows:

- (a) Service Provider will comply with all applicable laws and regulations providing that no person shall, on the grounds of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or

veteran of the Vietnam era be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity made possible by or resulting from this Agreement.

- (b) Service Provider will not discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era. Service Provider shall ensure that applicants are employed, and the employees are treated during employment, without regard to their race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era. Such requirement shall apply to Service Provider's employment practices including, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Service Provider agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provision of this nondiscrimination clause.
- (c) Service Provider will, in all solicitations or advertisements for employees placed by or on behalf of Service Provider in pursuit hereof, state that all qualified applicants will receive consideration for employment without regard to race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era.
- (d) Service Provider will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice advising such labor union or workers' representatives of Service Provider's commitment under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (e) If Service Provider should subcontract all or any portion of the services to be performed under this Agreement, Service Provider shall cause each subcontractor to also comply with the requirements of this Section 12.

14. Independent Contractor.

- (a) In the furnishing of the services provided for herein, Service Provider is acting solely as an independent contractor. Neither Service Provider, nor any of its officers, agents, or employees shall be deemed an officer, agent, employee, joint venturer, partner, or associate of City for any purpose. City shall have no right to control or supervise or direct the manner or method by which Service Provider shall perform its work and functions. However, City shall retain the right to administer this Agreement so as to verify that Service Provider is performing its obligations in accordance with the terms and conditions thereof.
 - (b) This Agreement does not evidence a partnership or joint venture between Service Provider and City. Service Provider shall have no authority to bind City absent City's express written consent. Except to the extent otherwise provided in this Agreement, Service Provider shall bear its own costs and expenses in pursuit thereof.
 - (c) Because of its status as an independent contractor, Service Provider and its officers, agents, and employees shall have absolutely no right to employment rights and benefits available to City employees. Service Provider shall be solely liable and responsible for all payroll and tax withholding and for providing to, or on behalf of, its employees all employee benefits including, without limitation, health, welfare and retirement benefits. In addition, together with its other obligations under this Agreement, Service Provider shall be solely responsible, indemnify, defend and save City harmless from all matters relating to employment and tax withholding for and payment of Service Provider's employees, including, without limitation, (i) compliance with Social Security and unemployment insurance withholding, payment of workers compensation benefits, and all other laws and regulations governing matters of employee withholding, taxes and payment; and (ii) any claim of right or interest in City employment benefits, entitlements, programs and/or funds offered employees of City whether arising by reason of any common law, de facto, leased, or co- employee rights or other theory. It is acknowledged that during the term of this Agreement, Service Provider may be providing services to others unrelated to City or to this Agreement.
15. Notices. Any notice required or intended to be given to either party under the terms of this Agreement shall be in writing and shall be deemed to be duly given if delivered personally, transmitted by facsimile followed by telephone confirmation of receipt, or sent by United States registered or certified mail, with postage prepaid, return receipt requested, addressed to the party to which notice is to be given at the party's address set forth on the signature page of this Agreement or at such other address as the parties may from time to time designate by written notice. Notices served by United States mail in the manner above described shall be deemed sufficiently served or given at the time of the mailing thereof.
16. Binding. Subject to Section 16, below, once this Agreement is signed by all parties, it shall be binding upon, and shall inure to the benefit of, all parties, and each parties' respective heirs, successors, assigns, transferees, agents, servants, employees and representatives.

17. Assignment.

(a) This Agreement is personal to Service Provider and there shall be no assignment by Service Provider of its rights or obligations under this Agreement without the prior written approval of the City Manager or designee. Any attempted assignment by Service Provider, its successors or assigns, shall be null and void unless approved in writing by the City Manager or designee.

18. Compliance With Law. In providing the services required under this Agreement, Service Provider shall at all times comply with all applicable laws of the United States, the State of California and City, and with all applicable regulations promulgated by federal, state, regional, or local administrative and regulatory agencies, now in force and as they may be enacted, issued, or amended during the term of this Agreement.

19. Waiver. The waiver by either party of a breach by the other of any provision of this Agreement shall not constitute a continuing waiver or a waiver of any subsequent breach of either the same or a different provision of this Agreement. No provisions of this Agreement may be waived unless in writing and signed by all parties to this Agreement. Waiver of any one provision herein shall not be deemed to be a waiver of any other provision herein.

20. Governing Law and Venue. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of California, excluding, however, any conflict of laws rule which would apply the law of another jurisdiction. Venue for purposes of the filing of any action regarding the enforcement or interpretation of this Agreement and any rights and duties hereunder shall be Fresno County, California.

21. Headings. The section headings in this Agreement are for convenience and reference only and shall not be construed or held in any way to explain, modify or add to the interpretation or meaning of the provisions of this Agreement.

22. Severability. The provisions of this Agreement are severable. The invalidity, or unenforceability of any one provision in this Agreement shall not affect the other provisions.

23. Interpretation. The parties acknowledge that this Agreement in its final form is the result of the combined efforts of the parties and that, should any provision of this Agreement be found to be ambiguous in any way, such ambiguity shall not be resolved by construing this Agreement in favor of or against either party, but rather by construing the terms in accordance with their generally accepted meaning.

24. Attorney's Fees. If either party is required to commence any proceeding or legal action to enforce or interpret any term, covenant or condition of this Agreement, the prevailing party in such proceeding or action shall be entitled to recover from the other party its reasonable attorney's fees and legal expenses.

25. Exhibits. Each exhibit and attachment referenced in this Agreement is, by the reference, incorporated into and made a part of this Agreement.

26. Precedence of Documents. In the event of any conflict between the body of this Agreement and any exhibit or attachment hereto, the terms and conditions of the body of this Agreement shall control and take precedence over the terms and

conditions expressed within the exhibit or attachment. Furthermore, any terms or conditions contained within any exhibit or attachment hereto which purport to modify the allocation of risk between the parties, provided for within the body of this Agreement, shall be null and void.

27. Cumulative Remedies. Except as provided in this Agreement, no remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.
28. No Third Party Beneficiaries. The rights, interests, duties, and obligations defined within this Agreement are intended for the specific parties hereto as identified in the preamble of this Agreement. Notwithstanding anything stated to the contrary in this Agreement, it is not intended that any rights or interests in this Agreement benefit or flow to the interest of any third parties.
29. Extent of Agreement. Each party acknowledges that they have read and fully understand the contents of this Agreement. This Agreement represents the entire and integrated agreement between the parties with respect to the subject matter hereof and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be modified only by written instrument duly authorized and executed by both City and Service Provider.
30. The City Manager, or designee, is hereby authorized and directed to execute and implement this Agreement. The previous sentence is not intended to delegate any authority to the City Manager to administer the Agreement, any delegation of authority must be expressly included in the Agreement.
31. LIMITATION ON LIABILITY. NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, EXCEPT FOR SERVICE PROVIDER'S INDEMNIFICATION OBLIGATIONS RELATING TO CLAIMS FOR BODILY INJURY OR DEATH OF ANY PERSON OR DAMAGE TO THIRD PARTY TANGIBLE PROPERTY, SERVICE PROVIDER'S LIABILITY SHALL NOT EXCEED THE VALUE OF THE SPECIFIC GOODS OR SERVICES WHICH GIVES RISE TO THE CLAIM. IN NO EVENT WILL EITHER PARTY BE LIABLE FOR SPECIAL, INCIDENTAL, INDIRECT, LIQUIDATED, PUNITIVE, OR CONSEQUENTIAL DAMAGES.

[SIGNATURES FOLLOW ON NEXT PAGE.]

IN WITNESS WHEREOF, the parties have executed this Agreement at Fresno, California, the day and year first above written.

CITY OF FRESNO,
a California municipal corporation

By: _____
Paul Amico, PE,
Interim Director of Public Utilities

APPROVED AS TO FORM:
ANDREW JANZ
City Attorney

By: Sukhman S. Sekhon 10/14/2025
Sukhman S. Sekhon Date
Deputy City Attorney

ATTEST:
TODD STERMER, MMC
City Clerk

By: _____
Deputy Date

Addresses:
City:
City of Fresno
Attention: Joshua Merten, Engineer I
Aayaat Ahmed, Engineer I
747 R Street
Fresno, CA 93721
Phone: (559) 621-1625
E-mail:
joshua.merten@fresno.gov
aayaat.ahmed@fresno.gov

Attachments:

1. Exhibit A - Scope of Services
2. Exhibit B - Insurance Requirements
3. Exhibit C - Conflict of Interest Disclosure Form

Rexel USA, Inc., a Delaware corporation

By: Kevin Machi 10/7/2025
BA83DE1357184B6...

Name: Kevin Machi

Title: Region Vice President
(If corporation or LLC., Board Chair,
Pres. or Vice Pres.)

By: Scott Asselborn 10/7/2025
74C56205CE6C478...

Name: Scott Asselborn

Title: CFO
(If corporation or LLC., CFO, Treasurer,
Secretary or Assistant Secretary)

Service Provider:
Rexel USA, Inc.
Attention: Bo Lindblad, Industrial
Automation Services Manager
4690 East Jensen Avenue
Fresno, CA 93725
Phone: (559) 573-1172
E-mail: bo.lindblad@rexelusa.com

With a copy to:
Rexel Legal Department
5429 LBJ Freeway, Suite 600
Dallas, TX 75240

EXHIBIT A

SCOPE OF SERVICES

**Service Agreement between City of Fresno
and Rexel USA**

VFDs for the Fresno-Clovis Regional Wastewater Reclamation Facility



BRANCH: 2087 FRESNO CA
4690 E JENSEN AVE
FRESNO, CA 93725-1603
559-486-4222
Fax 559-486-0145

Quotation

QUOTE DATE	QUOTE NUMBER	PAGE NO.
06/11/2025	S142209418	1 of 3
CUST PO#:	VFD - REPLACEMENT	
JOB/REL#:		

QUOTE TO:

CITY OF FRESNO (WASTEWATER)
5607 W JENSEN AVE
FRESNO, CA 93706-9458

SHIP TO:

CITY OF FRESNO (WASTEWATER)
5607 W JENSEN AVE
FRESNO, CA 93706-9458

CUSTOMER NUMBER	CUSTOMER PHONE#		ORDERED BY		OUTSIDE SALESPERSON		
1338489					Daniel Dupont		
WRITER		WRITER PHONE#		WRITER EMAIL			
Bo Lindblad				Bo.Lindblad@rexelusa.com			
INSIDE SALESPERSON		SHIP VIA		TERMS		SHIP DATE	FREIGHT ALLOWED
Nathan Campise		H60		2% 10th, Net 30th EOM		06/19/2025	No
ORDER QTY	DESCRIPTION				UNIT PRICE		EXT PRICE
4EA	AB ABMCC ALLEN-BRADLEY MOTOR CONTROL CENTER PF755TL 800HP ND Non-Regenerative AFE VFD w/3% ILR in N1 Enclosure Our Pn: 92983 UPC: AB ABMCC ALLEN-BRADLEY MOTOR CONTROL CENTER PF755T-Roll-Out Cart?VFD Service Tool Our Pn: 92983 UPC: AB ABMCC ALLEN-BRADLEY MOTOR CONTROL CENTER 1 Year Warranty - Parts & Labor Our Pn: 92983 UPC: AB ABMCC ALLEN-BRADLEY MOTOR CONTROL CENTER Seismic Anchoring (Calculations only) Our Pn: 92983 UPC:				190000.000/E		760000.00
1EA					5500.000/EA		5500.00
1EA					22800.000/EA		22800.00
1EA					2700.000/EA		2700.00
** Continued on Next Page *					Subtotal		
					S&H Charges		
					Sales Tax		
					Total		



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Bo Lindblad				Bo.Lindblad@rexelusa.com		
INSIDE SALESPERSON		SHIP VIA		TERMS	SHIP DATE	FREIGHT ALLOWED
Nathan Campise		H60		2% 10th, Net 30th EOM	06/19/2025	No
ORDER QTY	DESCRIPTION			UNIT PRICE		EXT PRICE
1EA	AB ABMCC ALLEN-BRADLEY MOTOR CONTROL CENTER Calculated Harmonic Analysis (Harm1) Our Pn: 92983 UPC: AB ABMCC ALLEN-BRADLEY MOTOR CONTROL CENTER Start Up (4 days x 8 hours) Our Pn: 92983 UPC: AB ABMCC ALLEN-BRADLEY MOTOR CONTROL CENTER Training (2 days x 8 hours) Our Pn: 92983 UPC: The Contractor shall be eligible for progress payments upon delivery and acceptance of any number of items. ***** Progress payments will be required per the following schedule: 20% at time of order 40% at release to manufacturing 40% at shipment			1000.000/EA		1000.00
1EA				12000.000/EA		12000.00
1EA				6000.000/EA		6000.00
** Continued on Next Page *				Subtotal		
				S&H Charges		
				Sales Tax		
				Total		



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Bo Lindblad				Bo.Lindblad@rexelusa.com	
INSIDE SALESPERSON		SHIP VIA		SHIP DATE	FREIGHT ALLOWED
Nathan Campise		H60		06/19/2025	No
ORDER QTY	DESCRIPTION			UNIT PRICE	EXT PRICE
	Site Services invoicing schedule: 100% at completion of each element Approval drawings/submittals is up to 8 weeks AAO. Lead time is up to 25 Weeks after Rockwell Automation receipt of approved drawings. (This does not include time required for special/witness testing and/or dyne testing)				

Prices are subject to change at any time prior to shipment unless agreed to otherwise in writing signed by an authorized Seller representative. Orders related to this quotation must be received, accepted and released by Seller within 48 hours of issuance of the quotation and are subject to availability. Seller reserves the right to pass through any changes in delivery date, price, scope and quantity of supply arising from actions of Seller's manufacturing partners or vendors and/or resulting from any Force Majeure event including any imposition of new or additional tariffs that occurs after the issuance of the quotation. Delivery dates are estimated only. Seller shall not be liable for failure to meet such dates resulting from product shortages or manufacturing delays. Be advised that Seller considers any changes imposed by its manufacturing partners and other vendors or government agencies outside of Seller's reasonable control and therefore subject to Force Majeure provisions or similar common law doctrines such as "frustration" or "impossibility". Seller's Standard Terms and Conditions of Sale are incorporated by reference into this quotation. A copy of the most current version of Seller's Standard Terms and Conditions of Sale is available at <https://www.rexelusa.com/terms>
Full phone support at (888) 739-3577

Subtotal	810000.00
S&H Charges	0.00
Sales Tax	67635.00
Total	877635.00



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Bo Lindblad			Bo.Lindblad@rexelusa.com	
INSIDE SALESPERSON	SHIP VIA	TERMS	SHIP DATE	FREIGHT ALLOWED
Nathan Campise	H60	2% 10th, Net 30th EOM	06/20/2025	No
ORDER QTY	DESCRIPTION		UNIT PRICE	EXT PRICE
1ea	MISCCHG MISC- MISCELLANEOUS CHARGE - TARIFF Please be advised that Rockwell Automation / Rexel USA's pricing is based on the Statement of Work set forth in the description. Prices do not include sales, use, excise, customs, value-added, tariff, duty, or similar taxes. The customer will pay or reimburse Rockwell Automation / Rexel USA for all such applicable taxes/tariffs. Given the uncertainty of potential tariffs, Rockwell Automation / Rexel USA may, at any time prior to shipment and upon notice to the customer, adjust the prices for products and services to address any increase in any additional or new tariff, duty, or similar tax affecting the products and services covered by this proposal. We appreciate your understanding and are here to assist you with		290000.000/ea	290000.00
** Continued on Next Page *			Subtotal	
			S&H Charges	
			Sales Tax	
			Total	



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INSIDE SALESPERSON		SHIP VIA	TERMS	SHIP DATE	FREIGHT ALLOWED
Nathan Campise		H60	2% 10th, Net 30th EOM	06/20/2025	No
ORDER QTY	DESCRIPTION			UNIT PRICE	EXT PRICE
	any questions you may have. Our Pn: 1441236 The Contractor shall be eligible for progress payments upon delivery and acceptance of any number of items. ***** Progress payments will be required per the following schedule: 20% at time of order 40% at release to manufacturing 40% at shipment Site Services invoicing schedule: 100% at completion of each element Approval drawings/submittals is up to 8 weeks AAO. Lead time is up to 25 Weeks after Rockwell Automation receipt of approved drawings. (This does not include time required for special/witness testing and/or dyne testing) ***** The tariff charge is only an estimate. Any potential tariffs will be invoiced based on any				
** Continued on Next Page *				Subtotal	
				S&H Charges	
				Sales Tax	
				Total	



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INSIDE SALESPERSON		SHIP VIA		SHIP DATE	FREIGHT ALLOWED
Nathan Campise		H60		06/20/2025	No
ORDER QTY	DESCRIPTION			UNIT PRICE	EXT PRICE
	actual tariffs in effect at time of shipment from the factory.				

Prices are subject to change at any time prior to shipment unless agreed to otherwise in writing signed by an authorized Seller representative. Orders related to this quotation must be received, accepted and released by Seller within 48 hours of issuance of the quotation and are subject to availability. Seller reserves the right to pass through any changes in delivery date, price, scope and quantity of supply arising from actions of Seller's manufacturing partners or vendors and/or resulting from any Force Majeure event including any imposition of new or additional tariffs that occurs after the issuance of the quotation. Delivery dates are estimated only. Seller shall not be liable for failure to meet such dates resulting from product shortages or manufacturing delays. Be advised that Seller considers any changes imposed by its manufacturing partners and other vendors or government agencies outside of Seller's reasonable control and therefore subject to Force Majeure provisions or similar common law doctrines such as "frustration" or "impossibility". Seller's Standard Terms and Conditions of Sale are incorporated by reference into this quotation. A copy of the most current version of Seller's Standard Terms and Conditions of Sale is available at <https://www.rexelusa.com/terms>
Full phone support at (888) 739-3577

Subtotal	290000.00
S&H Charges	0.00
Sales Tax	24215.00
Total	314215.00

EXHIBIT B

INSURANCE REQUIREMENTS

**Service Agreement between City of Fresno (City)
and Rexel Automation Solutions (Service Provider)**
VFDs for Fresno-Clovis Regional Wastewater Reclamation Facility

MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

1. The most current version of Insurance Services Office (ISO) Commercial General Liability Coverage Form CG 00 01 or equivalent providing liability coverage arising out of your business operations. The Commercial General Liability policy shall be written on an occurrence form and shall provide coverage for "bodily injury," "property damage" and "personal and advertising injury" with coverage for premises and operations (including the use of owned and non-owned equipment), products and completed operations, and contractual liability (including, without limitation, indemnity obligations under the Agreement) with limits of liability not less than those set forth under "Minimum Limits of Insurance."
2. The most current version of ISO *Commercial Auto Coverage Form CA 00 01, providing liability coverage arising out of the ownership, maintenance or use of automobiles in the course of your business operations. The Automobile Policy shall be written on an occurrence form and shall provide coverage for all owned, hired, and non-owned automobiles or other licensed vehicles (Code 1- Any Auto).
3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
4. Technology Liability (Errors and Omissions) insurance appropriate to SERVICE PROVIDER'S profession. Coverage shall be sufficiently broad to respond to duties and obligations as is undertaken by SERVICE PROVIDER in this agreement and shall include but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines penalties and credit monitoring expenses with limits sufficient to respond to these obligations.
5. Cyber Liability (Privacy and Data breach) insurance appropriate to SERVICE PROVIDER'S profession.

MINIMUM LIMITS OF INSURANCE

SERVICE PROVIDER, or any party the SERVICE PROVIDER subcontracts with, shall maintain limits of liability of not less than those set forth below. However, insurance limits available to CITY, its officers, officials, employees, agents and volunteers as additional

insureds, shall be the greater of the minimum limits specified herein or the full limit of any insurance proceeds available to the named insured:

1. COMMERCIAL GENERAL LIABILITY:

- (i) \$1,000,000 per occurrence for bodily injury and property damage;
- (ii) \$1,000,000 per occurrence for personal and advertising injury;
- (iii) \$2,000,000 aggregate for products and completed operations; and,
- (iv) \$2,000,000 general aggregate applying separately to the work performed under the Agreement.

2. COMMERCIAL AUTOMOBILE LIABILITY:

\$1,000,000 per accident for bodily injury and property damage.

3. WORKERS' COMPENSATION INSURANCE as required by the State of California with statutory limits.

4. EMPLOYER'S LIABILITY:

- (i) \$1,000,000 each accident for bodily injury;
- (ii) \$1,000,000 disease each employee; and,
- (iii) \$1,000,000 disease policy limit.

5. TECHNOLOGY PROFESSIONAL LIABILITY:

- (i) \$1,000,000 per claim/occurrence; and,
- (ii) \$2,000,000 policy aggregate.

6. CYBER LIABILITY insurance with limits of not less than:

- (i) \$1,000,000 per claim/occurrence; and,
- (ii) \$2,000,000 policy aggregate

UMBRELLA OR EXCESS INSURANCE

In the event SERVICE PROVIDER purchases an Umbrella or Excess insurance policy(ies) to meet the "Minimum Limits of Insurance," this insurance policy(ies) shall "follow form" and afford no less coverage than the primary insurance policy(ies). In addition, such Umbrella or Excess insurance policy(ies) shall also apply on a primary and non-contributory basis for the benefit of the CITY, its officers, officials, employees, agents and volunteers.

DEDUCTIBLES AND SELF-INSURED RETENTIONS

SERVICE PROVIDER shall be responsible for payment of any deductibles contained in any insurance policy(ies) required herein and SERVICE PROVIDER shall also be responsible for payment of any self-insured retentions.

OTHER INSURANCE PROVISIONS/ENDORSEMENTS

The General Liability and Automobile Liability insurance policies are to contain, or be endorsed to contain, the following provisions:

1. CITY, its officers, officials, employees, agents and volunteers where allowed by law are to be covered as additional insureds. Additional Insured status under the General Liability policy shall be broad as that contained in ISO Form CG 20 10 12 19 or CG 20 26 12 19.
2. The coverage shall contain no special limitations on the scope of protection afforded to CITY, its officers, officials, employees, agents and volunteers. Any available insurance proceeds in excess of the specified minimum limits and coverage shall be available to the Additional Insured.
3. For any claims relating to this Agreement, SERVICE PROVIDER'S insurance coverage shall be primary insurance with respect to the CITY, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the CITY, its officers, officials, employees, agents and volunteers shall be excess of SERVICE PROVIDER'S insurance and shall not contribute with it. SERVICE PROVIDER shall establish primary and non-contributory status under the General Liability policy by use of ISO Form CG 20 01 12 19 or by an executed manuscript insurance company endorsement that provides primary and non contributory status as broad as that contained in ISO Form CG 20 01 12 19.

All policies of insurance where allowed by law shall contain, or be endorsed to contain, the following provision: SERVICE PROVIDER and its insurer shall waive any right of subrogation against CITY, its officers, officials, employees, agents and volunteers.

All policies of insurance required herein shall be endorsed to provide that the coverage shall not be cancelled, non-renewed, reduced in coverage or in limits except after thirty (30) calendar days written notice by certified mail, return receipt requested, has been given to CITY. SERVICE PROVIDER is also responsible for providing written notice to the CITY under the same terms and conditions. Upon issuance by the insurer, broker, or agent of a notice of cancellation, non-renewal, or reduction in coverage or in limits, SERVICE PROVIDER shall furnish CITY with a new certificate and applicable endorsements for such policy(ies). In the event any policy is due to expire during the work to be performed for CITY, SERVICE PROVIDER shall provide a new certificate, and applicable endorsements, evidencing renewal of such policy not less than fifteen (15) calendar days prior to the expiration date of the expiring policy.

The Cyber and Technology Professional Liability insurance shall cover claims involving privacy violations, information theft, damage to or destruction of electronic information, intentional and/or unintentional release of private information (including credit monitoring costs), alteration of electronic information, extortion and network security. Such coverage is required for claims involving any professional services for which SERVICE PROVIDER is engaged with the City for such length of time as necessary to cover any and all claims

If the Technology Professional and Cyber Liability insurance policies) are written on a claims-made form:

1. The retroactive date must be shown, and must be before the effective date of the Agreement or the commencement of work by SERVICE PROVIDER.

2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the Agreement work or termination of the Agreement, whichever occurs first, or, in the alternative, the policy shall be endorsed to provide not less than a five (5) year discovery period.

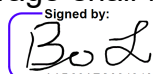
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the effective date of the Agreement or the commencement of work by SERVICE PROVIDER, SERVICE PROVIDER must purchase "extended reporting" coverage for a minimum of five (5) years completion of the Agreement work or termination of the Agreement, whichever occurs first.

4. These requirements shall survive expiration or termination of the Agreement. Should any of these policies provide that the defense costs are paid within the Limits of Liability, thereby reducing the available limits by defense costs, then the requirement for the Limits of Liability of these policies will be twice the above stated limits.

The fact that insurance is obtained by SERVICE PROVIDER shall not be deemed to release or diminish the liability of SERVICE PROVIDER, including, without limitation, liability under the indemnity provisions of this Agreement. The policy limits do not act as a limitation upon the amount of indemnification to be provided by SERVICE PROVIDER. Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of SERVICE PROVIDER, its principals, officers, agents, employees, persons under the supervision of SERVICE PROVIDER, vendors, suppliers, invitees, consultants, subcontractors, or anyone employed directly or indirectly by any of them.

VERIFICATION OF COVERAGE

SERVICE PROVIDER shall furnish CITY with all certificate(s) and applicable endorsements effecting coverage required hereunder. All certificates and applicable endorsements are to be received and approved by the CITY'S Risk Manager or his/her designee prior to CITY'S execution of the Agreement and before work commences. All non-ISO endorsements amending policy coverage shall be executed by a licensed and authorized agent or broker.

Signed by:

AAB89A7C0843405...

No subcontractors

SUBCONTRACTORS

If SERVICE PROVIDER subcontracts any or all of the services to be performed under this Agreement, SERVICE PROVIDER shall be solely responsible for ensuring that its subcontractors maintain insurance coverage at levels no less than those required by applicable law and is customary in the relevant industry.

Bo lindblad

Branch manager

10/10/2025

EXHIBIT C

DISCLOSURE OF CONFLICT OF INTEREST

VFDs for the Fresno-Clovis Regional Wastewater Reclamation Facility

		YES*	NO
1	Are you currently in litigation with the City of Fresno or any of its agents?	☐	☒
2	Do you represent any firm, organization, or person who is in litigation with the City of Fresno?	☐	☒
3	Do you currently represent or perform work for any clients who do business with the City of Fresno?	☐	☒
4	Are you or any of your principals, managers, or professionals, owners or investors in a business which does business with the City of Fresno, or in a business which is in litigation with the City of Fresno?	☐	☒
5	Are you or any of your principals, managers, or professionals, related by blood or marriage to any City of Fresno employee who has any significant role in the subject matter of this service?	☐	☒
6	Do you or any of your subcontractors have, or expect to have, any interest, direct or indirect, in any other contract in connection with this Project?	☐	☒
* If the answer to any question is yes, please explain in full below.			

Explanation: _____
n/a

☐ Additional page(s) attached.

Signed by: Bo Lindblad
AAB89A7C0843405...
 Signature

10/14/2025
 Date

Bo Lindblad
 Name

REXEL USA
 Company

4690 E Jensen Ave
 Address

Fresno, CA, 93725
 City, State, Zip