



County of Santa Barbara
 Purchasing Agent
 260 N San Antonio Rd,
 Santa Barbara, CA 93110

Order CN11153

Order date
 4/14/2025

Delivery address
 Santa Barbara County
 SHERIFF
 4432 CALLE REAL
 SANTA BARBARA, CA
 93110

 805-681-4286

Vendor
 269832
 EATON CORPORATION

 29085 NETWORK PL
 CHICAGO
 IL
 606731290
 LEAH GROSS

Bill To
 Santa Barbara County
 PO BOX 6427 SANTA BARBARA, CA 805-681-4298
 BUSINESS OFFICE

Refer Inquiries to Buyer
 Karen Leichtweis
 kleichtweis@countyofsb.org

Terms of payment
 30 days

Item/Comments	Description	Preferred delivery date	Quantity	Unit	Price	Amount
000139- POWER EQUIPMENT	For annual renewal for UPS Battery System. Proactive service maintenance	2026-06-30	1.00	Lot	10,000.00	10,000.00

Order Total USD **10,000.00**

GENERAL: For annual renewal of UPS Battery System and proactive service maintenance per attached SoW.

CONTRACT PERIOD: Start date 7/1/2025. Termination date, as directed and NO LATER THAN 6/30/2026.

LIMITATIONS: Total expenditure for the period shall not exceed \$10,000.00 Any increase or decrease in this total amount may be authorized only upon written notice from the County Chief Procurement Officer.

STANDARD TERMS AND CONDITIONS FOR INDEPENDENT CONTRACTORS (specific for Eaton Corporation) attached.

THIS CONTRACT IS NOT VALID FOR AMOUNTS IN EXCESS OF TWO HUNDRED THOUSAND DOLLARS (\$200,000)

In accordance with Section 2-96 of the County Code, if complaint is made that seller is engaging in discriminatory employment practices made unlawful by applicable state and federal laws, rules or regulations, and the State Fair Employment Practice Commission or the Federal Equal Employment Opportunities Commission determines that such unlawful discrimination exists, then the County of Santa Barbara may forthwith terminate this order.

The County has an Environmentally Preferred Purchasing Policy (EPPP) that encourages the use of products/services that promote sustainable green practices. The general goals of this policy are to: conserve natural resources, materials, energy, maximize recyclability and recycled content, and reduce toxicity. To view our complete EPPP, visit: <https://www.countyofsb.org/4370/Environmentally-Preferable-Purchasing-Po>.

NOTE TO CONTRACTOR: No payment will be due or payable unless this contract is properly executed and returned to the County Purchasing Office. Do not commence performance until you have executed this contract and returned it to the County of Santa Barbara Purchasing Division, 260 N San Antonio Rd, Santa Barbara, CA 93110.

Accepted By: (X) ^{DocuSigned by:} Keith Bittner
76FD8DF84C6249F...
Print Name/Title: Keith Bittner Business Unit Mgr - CPS 4/28/2025 Date: 4/28/2025

Applicable License # (Medical/Contractor/Etc.): _____

Phung Loman
COUNTY OF SANTA BARBARA



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Eaton UPS Service Quote: 207024-20

Quote Date: 03/11/2025
(Effective until 04/10/2025)

Beth Gutierrez, Service Sales Manager

Ramtek
1382 Valencia Avenue, Unit M
Tustin, Ca 92780
909-210-1355

Email: bgutierrez@ram-tek.com

Prepared For:

Billing Contact: Susan Farley,
Billing Company: Santa Barbara Sheriff Headquarters
4434 Calle Real
Santa Barbara, Ca 93110
805-692-5730.
Email: sro3643@sbsheriff.org

For Covered Equipment at Site:

Site Contact: Susan Farley,
Site Company: Santa Barbara Sheriff Headquarters
4434 Calle Real
Santa Barbara, Ca 93110
805-692-5730.
Email: sro3643@sbsheriff.org

We are pleased to provide the following services proposal for your power quality equipment. Please refer to the Scopes of Work (SOW) for descriptions of service coverage and exclusions. Eaton Corporation terms and conditions (Eaton Corp. Service Agreement T-0 attachment) govern this proposal, and any purchase orders submitted to Eaton pursuant thereto. Additional or different terms proposed by Buyer, whether in its purchase order or otherwise, shall not be binding upon Eaton Corporation and are hereby rejected unless expressly agreed to in writing by Eaton Corporation. Eaton Corporation cannot be held liable, and Buyer shall not be entitled to any damages and/or indemnifications, in case Eaton Corporation is prevented, hindered or delayed from or in performing any of its obligations resulting from the impact of the outbreak of COVID-19 for reasons not attributable to Eaton Corporation.

Serial Number	New/Renewal	Model Description	Battery Type, Quantity	Coverage Type
BK113KXX02	R	9355-20-30	VRLA Sealed, 72 (plus 6 internal)	Flexible

Quantity 1, Eaton 9355-20-30, VRLA Sealed, 72 (plus 6 internal)

Coverage Start Date: 7/7/2025 **Coverage End Date:** 7/6/2026 **Term:** 1 Year

Flex: 8 Hr Rsp, 7x24 Cvg, PredictPulse (FL87NEXX-0030)

- After Hours (7x24) w/ Parts&Labor
- 8 HR Response Time
- PredictPulse Remote Monitoring
- 1x Seal Batt PM, Any Time, 1 PM per year (0005NSXX072-1)
- 1x UPS PM, After Hrs, 7x24, 1 PM per year (0005NXXX-0030-1)
- EOSL Status Active

Supporting Documents: T-0, X-1, R-2, R-5, R-30, R-32, R-10

Site Location	Model	Serial Number	Quantity	
Santa Barbara Sheriff Headquarters	9355-20-30	BK113KXX02	1	
			Subtotal:	1
			Grand Total Price:	\$6,886.98

- Contract Payment Terms: Net 30 days, Billing Cycle: Payment Upfront
- This service quote may be subject to Eaton's prepayment requirement. Prepayment must be made via credit card or ACH to Eaton prior to order acceptance.
- Important Tax Notice: Tax is not included in the above purchase price. All orders will be subject to all applicable sales tax unless a current tax exemption certificate is on file covering the state shown in the ship-to address or service equipment location.
- Purchase order information:

Did you know? Eaton has PredictPulse remote monitoring and a suite of professional assessment and testing services (Load Bank, IR Scan, PQ Meter) that take traditional preventive maintenance to the next level by proactively identifying issues for greater peace of mind. Learn more at Eaton.com/UPSservices



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- To complete the purchase of services, please sign and date this quote.
- Return purchase order with all attachments to your sales contact.
- Purchase orders should be made out and paid to Eaton's remit address: Eaton Corporation, 29085 Network Place, Chicago, IL 60673-1290

Accepted By: Print Name:	Name	Title	Date	Purchase Order Number
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Site Inventory Summary

**Santa Barbara Sheriff
Headquarters**

Susan Farley, Santa Barbara, Ca

Model	Serial Number	Dates	Contract	Annual Cost
9355-20-30	BK113KXX02	7/7/2025 - 7/6/2026	FL87NEXX-0030	\$6,886.98
			Subtotal:	\$6,886.98

Did you know? Eaton has PredictPulse remote monitoring and a suite of professional assessment and testing services (Load Bank, IR Scan, PQ Meter) that take traditional preventive maintenance to the next level by proactively identifying issues for greater peace of mind. Learn more at Eaton.com/UPSservices



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EATON CORPORATION
UPS SERVICES – TERMS AND CONDITIONS (T-0)

TERMS AND CONDITIONS: These terms and conditions, the quotation and Scope(s) of Work (the "Agreement"), are the final expression of the contract for the sale of UPS services by Eaton Corporation and its affiliates and wholly owned subsidiaries ("Contractor"), and supersede all prior terms, quotations, statements(s) of work, purchase orders, correspondence or communications whether written or oral between Eaton Corporation and the customer. ANY ADDITIONAL OR DIFFERENT TERMS PROPOSED BY CUSTOMER (THE "CUSTOMER"), ARE REJECTED UNLESS EXPRESSLY AGREED TO IN WRITING BY CONTRACTOR.

1. DEFINITIONS: The terms listed below shall have the following meanings:

"Battery" is the electric storage portion of a UPS.

"Covered Equipment" is the equipment as listed on the quote.

"CPM" is the Contracted Period of Maintenance or Hours of Service.

"Drop Ship Items" are capacitors, fans, equipment upgrades (modifications), batteries, battery monitoring systems, battery containment, battery materials, racks and cabinets.

"Emergency Service" is all services provided on an as needed basis that is not scheduled in advance.

"PCS" is Pre-Contract Survey inspection.

"Power Module" is the electronic portion of a UPS or other power quality device.

"Scope of Work" is the services, procedures, methods, exclusions and coverage as purchased by the Customer

"Service" is the installation, maintenance (including Preventive Maintenance as defined in Scope of Work Attachment R-2), repair, inspection, adjustment, and remote monitoring services (including the PredictPulse Service as defined in Scope of Work, Attachment R-32, R-36 or R-37) performed on the Covered Equipment by Contractor or otherwise provided by Contractor in connection with the Covered Equipment.

"UPS" is an Uninterruptible Power Supply which is comprised of the Power Module and Batteries.

2. ELIGIBILITY: All Covered Equipment that has a lapse in Service or warranty coverage greater than ninety (90) days is subject to a PCS prior to eligibility for Service under this Agreement. Customer will be charged at Contractor's current Time and Material Service Rate Schedule (Exhibit 1-PCS and Attachment X-1). A list of the equipment requiring a PCS will be incorporated into this Agreement.

3. HOURS OF SERVICE: Contractor will provide scheduled and emergency services portal-to-portal 8:00AM to 5:00 PM Monday-Friday ("5X8 Service") excluding all observed holidays. The Customer may purchase extended hours of scheduled and Emergency Service coverage ("7x24 Service") including Emergency Service being provided on public holidays (5 U.S.C. 6103). Scheduled services are not available on observed holidays.

4. ON-SITE RESPONSE TIME: Upon Service request the Contractor will arrive at the location of the Covered Equipment the next business day. If purchased by Customer and the Covered Equipment is located within one hundred (100) miles of a Contractor service location, Contractor will arrive at location of Covered Equipment within eight (8), four (4) or two (2) CPM hours. Response time does not include battery replacement service.

5. LABOR AND MATERIAL RATES: Customer shall be billed at Contractor's current Time and Material Rate Schedule (Attachment X-1) for Service purchased outside the Scope(s) of Work. This excludes any flat-rate quoted by Contractor representative.

6. ENGINEERING CHANGES: All engineering changes deemed necessary by Contractor will be installed during scheduled Service visits during the CPM. Any engineering changes deemed optional by Contractor will be offered to Customer on an as-available, per charge basis.

7. CUSTOMER'S RESPONSIBILITY:

A. Communication and Scheduling - Customer shall contact Contractor's Customer Reliability Center (1-800-843-9433) to schedule all Service and other requests. Preventive Maintenance or Services is deemed fulfilled if (i) the Customer fails to schedule or (ii) does not permit Service to be completed within ninety (90) days of the scheduled service date.

B. Movement - If Covered Equipment is moved to another location within the United States, Service coverage will continue at Contractor's option if: (i) Customer notifies Contractor in writing at least thirty (30) days in advance of power-down of Covered Equipment and, (ii) Contractor supervises the power-down, disconnection, rigging, packing, movement, unpacking, reinstallation and re-start of the Covered Equipment and Customer will be charged at current Time and Material Service Rate Schedule.

C. Escort - During the provision of Service, Customer will have a representative present at Service site at no cost to the Contractor.

D. Access - Customer shall grant unobstructed access to the Covered Equipment to be serviced, as well as adequate working space in the immediate vicinity as may be required for the Contractor to perform Services. Prior to a site visit, the Customer and



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Contractor must agree on site access requirement costs. These costs will be invoiced by the Contractor following completion of Services.

8. TERM AND TERMINATION: The initial term of this Agreement shall be the service period defined on the applicable quote. Following the expiration of the initial term, this Agreement shall automatically renew for successive twelve (12) month periods. Contractor will provide notice of updated pricing prior to the expiration of the initial term or any subsequent renewal term. Customer or Contractor may terminate this Agreement at any time upon thirty (30) days written notice to the other, subject to Section 16.

9. BATTERIES AND DROP SHIP ITEMS: Prices stated in a quote do not include installation, freight, and handling charges unless these items are listed and priced in the quote. Prices stated in a quote are F.O.B. factory (unless otherwise stated) and title and risk of loss to each article sold by Contractor to Customer shall pass to Customer upon delivery at the F.O.B. point.

Shipment estimates are after receipt of Customer's purchase order. If approval of drawings are required, then shipment estimates are after receipt of written approval. If the Customer cannot accept delivery of batteries, Customer will arrange for storage. Contractor is not be liable or responsible for any damages or loss for delay or default in delivery due to force majeure. Customer may not cancel its purchase order because of such delays.

Customer may cancel its purchase order with prior written notice to Contractor subject to cancellation charges for capacitors, fans, equipment upgrades (modifications), batteries and Drop Ship Items as follows: (i) between 0-30 days prior to shipment, 100% of the total invoice, and (ii) greater than 30 days prior to shipment, 50% of the total invoice. Changes made to an order may be subject to increase or decrease in purchase order amount, change order charges, and changes in schedule date. Customer is responsible for return freight charges related to cancellation.

10. END OF SERVICE LIFE ("EOSL"): Contractor may designate a Power Module as "End of Service Life" which means limited parts are available and Service will be provided on a best efforts basis. This designation will be indicated on the quote for Service renewal and will serve as Contractor's notice of limited service support and its recommendation to replace or decommission the Power Module. If Contractor cannot perform or complete a covered repair, Contractor may terminate coverage subject to Section 8. Customer may request a pro-rated refund for the terminated portion of this Agreement, subject to Section 16.

11. INSURANCE: During the term of this Agreement, Contractor, at its own cost and expense, shall maintain in full force and effect the following insurance with sound and reputable insurers: (i) worker's compensation insurance in accordance with the statutory requirements of the state where the Service is to be performed; (ii) automobile liability insurance on all motor vehicles licensed for highway use, both owned and non-owned; and (iii) commercial general liability insurance for bodily injury and property damage.

12. WARRANTY: Contractor shall perform all Service in a professional and workmanlike manner. Contractor warrants repairing or replacing defective parts or materials and correcting defective workmanship reported to Contractor and/or diagnosed by Contractor's personnel during the term of this Agreement. Contractor warrants its corrective maintenance per the scope of work and replacement parts to be free from defects in material and workmanship for the term of this Agreement or for a period of ninety (90) days from the completion date of the repair or replacement of parts or materials, whichever is longer. In the event the parts or materials fail to meet published specifications due to a defect in parts or materials or workmanship covered by this Warranty, Contractor, at its discretion, will repair or replace the warranted parts or materials at no cost to Customer. This Warranty shall not apply to any Power Module and/or Battery that has been: (i) subject to damage caused by accident, fire, flood, lightning, vandalism, acts of God, Customer's neglect, misuse, misapplication, incorrect connection or external damage; (ii) subject to repair or alteration by Customer (or a third party) not authorized by Contractor in writing; or (iii) moved without thirty (30) days' notice to Contractor. Contractor reserves the right to supervise the move. THIS WARRANTY IS EXCLUSIVE EXCEPT FOR WARRANTY OF TITLE. CONTRACTOR DISCLAIMS ALL OTHER WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. CORRECTION OF NON-CONFORMITIES IN THE MANNER AND FOR THE PERIOD OF TIME PROVIDED ABOVE SHALL CONSTITUTE CONTRACTOR'S SOLE LIABILITY AND CUSTOMER'S EXCLUSIVE REMEDY FOR FAILURE OF CONTRACTOR TO MEET ITS WARRANTY OBLIGATIONS, WHETHER CLAIMS OF CUSTOMER ARE BASED IN CONTRACT, IN TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHERWISE. Parts or materials supplied, but not manufactured by Contractor, are warranted solely by the manufacturer. Contractor's obligation under this Warranty is conditioned upon receipt of all payments due from Customer.

13. ASSIGNMENT: Neither party shall assign this Agreement or any of its rights and interests without the prior written consent of the other party. Upon written notice to the other party, either party may assign this Agreement or any of its rights and interests to: (i) any parent, subsidiary, affiliated or successor corporation; or the purchaser of any of these entities; (ii) any corporation to which the party has sold all or substantially all of its assets (including the purchaser of any of the party's subsidiaries); or (iii) any corporation or legal entity with which the party may merge or consolidate.

14. INDEMNITY: Contractor shall defend, indemnify and hold harmless Customer, its officers, employees and agents (Indemnified Parties), from and against any and all claims, causes of action or suits brought against the Indemnified Parties to the extent they result directly from (1) bodily injury to or death of any person or damage to or destruction of any property caused by the negligent acts or willful misconduct of Contractor, its agents or employees, and (2) any violation of federal or state law,



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regulation, order, rule or of any other governmental authority having jurisdiction by Contractor, its employees or agents, while Contractor is performing work on site. The Indemnified Party shall cooperate in a reasonable manner to provide information and access to personnel related to the defense of any indemnified claim.

15. LIABILITY: The remedies of the Customer set forth in this Agreement are exclusive and are its sole remedies for any failure of Contractor to comply with its obligations hereunder. IN NO EVENT SHALL CONTRACTOR OR CUSTOMER, OR THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES OR AGENTS BE LIABLE TO THE OTHER FOR ANY AND ALL CLAIMS ARISING OUT OF (A) DAMAGE TO PROPERTY OR EQUIPMENT, OTHER THAN DIRECT DAMAGES TO EQUIPMENT SOLD OR SERVICED HEREUNDER, OR (B) ANY INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, SUCH AS, BUT NOT LIMITED TO, DELAY DAMAGES, LOST PROFITS OR REVENUE, LOSS OF DATA, LOSS OF USE OR LOST OPPORTUNITY THAT RESULT FROM OR IN CONNECTION WITH ANY CLAIM(S) OR CAUSE(S) OF ACTION, WHETHER BROUGHT IN CONTRACT OR IN TORT, EVEN IF CONTRACTOR OR CUSTOMER KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES. WITH THE EXCEPTION OF THIRD PARTY CLAIMS FOR BODILY INJURY, PROPERTY DAMAGE DEATH, GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, THE TOTAL CUMULATIVE LIABILITY OF CONTRACTOR ARISING FROM OR RELATED TO THIS AGREEMENT WHETHER THE CLAIMS ARE BASED IN CONTRACT, IN TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY) OR OTHERWISE, SHALL NOT EXCEED THE PRICE OF THE PRODUCT OR SERVICES ON WHICH SUCH LIABILITY IS BASED.

16. PAYMENT: All payments are due net thirty (30) days in full from the date of invoice, unless otherwise mutually agreed upon in writing. Customer shall be invoiced for, and shall pay for, all Service not expressly provided for by the terms, such as site calls involving no-fault found inspections where no corrective maintenance was required. Contractor reserves the right to refuse to provide any further Service until all due payments have been received. In the event of an early termination: i) Customer is liable for any Service performed prior to the effective date of termination; and (ii) Contractor, at its discretion, will provide a credit against any advance payments received as follows: a) for fixed-rate Agreements, a pro-rated amount based on the terminated portion of the fixed-price fee due Contractor; or b) for any new work outside of the Services provided in this Agreement, an amount based on the difference between the amount paid by Customer prior to the effective date of early termination and the actual cost of Service completed (including emergency repair calls) by Contractor prior to the effective date of early termination, or c) for pre-paid multi-year contracts if Customer terminates the Agreement partway through the Agreement term, Customer will be entitled to a refund of the unused portion of the contract MINUS the applied discount for the pre-payment.

17. TAX: Contractor's price is exclusive of any applicable tax. All orders will be subject to applicable sales tax unless a current tax exemption certificate is on file with Contractor covering the state where Covered Equipment under this Agreement is located.

18. PARTS: Unless otherwise agreed to by the parties in writing, all parts removed for replacement shall be Contractor's property. Parts used from Customer-owned spare parts kit shall be replaced by Contractor at no cost. Replacement parts shall be new or of the same quality as new.

19. FORCE MAJEURE: Seller shall not be liable for failure to perform or delay in performance due to fire, flood, strike or other labor difficulty, act of God, act of any governmental authority or of the Customer, riot, embargo, fuel or energy shortage, car shortage, wrecks or delays in transportation, or due to any other cause beyond Contractor's reasonable control. In the event of delay in performance due to any such cause, the date of delivery or time for completion will be extended by a period of time reasonably necessary to overcome the effect of such delay.

20. CHOICE OF LAW: This Agreement shall be construed in accordance with and governed by the laws of the State of Ohio, or in the jurisdiction where the Service has been performed.

21. MODIFICATION OR WAIVER: The terms and conditions of this Agreement cannot be modified or waived except by a writing signed by the parties and waiver by Contractor or Customer of any provision in any one instance shall not constitute a waiver as to any other instance. If a provision of this Agreement is invalidated for any reason, this Agreement remains binding except for such invalid provision.

22. Cybersecurity: Contractor is not responsible for a breach of data or electronic system security caused by any third party equipment or modification made to a Product other than by Contractor, including, but not limited to, a system intrusion or interference, virus or malicious code attack, loss of data, data theft, misuse, unauthorized access to confidential, personal, and sensitive information and/or nonpublic personal information, hacking incident or any acts of data ransom, caused by any third-party equipment, modification made to a Product other than by Contractor, or failure by Customer to comply with Eaton Assemblies Cybersecurity Hardening Guidelines at www.eaton.com/assemblies-security (the "Cybersecurity Guidelines"). Contractor may revise the Cybersecurity Guidelines at any time without prior notice. Customer is responsible for obtaining (at Customer's expense) assurances from third-party suppliers with respect to cybersecurity for third party equipment. As a condition of use and/or resale, Customer shall direct all users of the Products purchased to access the applicable accompanying Eaton End User License Agreement (EULA) and the Cybersecurity Guidelines at www.eaton.com/assemblies-security, all of which are subject to change in terms and practices, at Contractor's discretion, at any time.

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Time and Material Service Rate Schedule

Attachment X-1



The following rate schedule applies to all services rendered on non-contracted and non-warranty equipment and to all services performed on contracted equipment where the service performed is outside the scope of the contracted coverage. Labor rates are based on the actual time of delivery. Specific contract customers may be eligible for discounts on time and material charges.

Portal to Portal Labor per Hour (On-site and Travel Time)

Mon. – Fri., Business Hours (8AM – 5PM)	\$370
Mon. – Fri., After Business Hours (5PM – 8AM)	\$475
Weekends and Holidays (Saturday 12:01AM – Sunday Midnight)	\$595

Minimum Labor Billing

*Minimum value range equal to above rates x hourly minimum

Equipment below 200kVA, Five day or less response (4-hour min.)	\$1,480 to \$2,380
Equipment 200kVA and above or Multi Module, Five day or less response (6-hour min.)	\$2,220 to \$3,570
Equipment 200kVA and above or Multi Module, Two day or less response (8-hour min.)	\$2,960 to \$4,760

Travel & Living Expenses

Transportation	Mileage included in labor rates
All others (air fare, car rental, tolls, etc.)	Actual
Lodging & Meals	Actual

Calculation of Labor and Mileage Charges: Portal to Portal (travel labor and mileage)

Materials / Spare Parts:

Material / Spare parts	Current List Price
Minimum billing	\$200 Domestic \$470 International

Parts Expedite Fees

Mon. – Fri., Business Hours (8AM – 5PM)	\$200
Mon. – Fri., After Business Hours (5PM – 8AM)	\$450
Weekends and Holidays	\$700

Freight Expense

Freight – FOB Factory	\$135 minimum
Same Day Delivery	\$340 plus freight

Depot Repair Labor:

Depot Repair Labor	\$200 per hour
Minimum Billing	\$200
Expediting Fee	\$200

Notes:

1. Seller shall not be responsible for any failure to perform, or delay in performance of its obligations resulting from the COVID-19 pandemic or any future epidemic, and Buyer shall not be entitled to any damages resulting thereof.
2. Customers should be advised that offshore and marine T&M requests may incur a minimum 18-hour daily labor charge when technicians are unable to return due to customer restrictions (i.e., remote offshore locations with no commercial travel, onboard a ship that has left port, etc.).



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Electronics Preventive Maintenance (UPS Power Module, PDU, Flywheel, LCM) Scope of Work Attachment R-2

This scope of work is shared by the following power quality equipment types: **Eaton UPS, PDU/PDR/RPP/STS, Vycon Flywheel, Lithium Communicator Module (LCM) and Non-Eaton equipment (MVS)**. Note the applicable features vary by type of equipment being contracted and additional scopes of work may be required.

The following is an outline of general checks performed during an Eaton® Preventive Maintenance of the Eaton UPS Power Module normally performed by Eaton field service personnel. All checks are designed to be performed during offline operation, in the bypass mode. All checks or processes may not be applicable to all equipment types or models.

1. Visual Inspection

- a. Inspect all printed circuit board connections for cleanliness, swab contacts if necessary.
- b. Inspect all power connections for signs of overheating
- c. Inspect all subassemblies for signs of component defects or stress
- d. Inspect all DC capacitors for signs of leakage
- e. Inspect all AC capacitors for signs of leakage
- f. Inspect and inventory all customer-owned spare parts
- g. Inspect for, and perform as required, any open engineering changes
- h. If work is completed under a PowerTrust™ Ultra contract, inspect battery monitoring system

2. Internal Operating Parameters

- a. DC Ground Detection Offset (if applicable)
- b. Inverter leg current average balance (if applicable)
- c. Output filter current average phase balance (if applicable)
- d. Rectifier bridge current average leg balance (if applicable)
- e. AC Protection settings are checked
- f. DC Protection settings are checked
- g. Input and Output Frequency and Voltage Bandwidth settings are checked
- h. Verify AC and DC filter capacitance
- i. Verify AC tank and trap filter capacitance (if applicable)
- j. Verify Power Supply voltages
- k. Update UPS firmware as necessary with customer approval (parts if required are included at no charge under service agreements with full parts coverage, otherwise billable)
- l. Evaluate Field Service Bulletins (FSBs) for potential updates (parts if required are included at no charge under service agreements with full parts coverage, otherwise billable)



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3. External Operating Parameters

- a. System Input and Output Voltages (all phases)
- b. System Input and Output Currents (all phases)
- c. DC Charging Voltages (float and equalize), record settings, adjust to nominal
- d. Rectifier phase on and walk up
- e. Inverter phase on and walk up
- f. Adjust all panel meters to measured values
- g. System Bypass Voltages (all phases)
- h. Manual and UV Transfer Testing, verify uninterrupted transfer waveform (if applicable)
- i. Outage simulation, and battery capability testing, and verify charger current limit
- j. Generator operation and interface verification (if applicable)

4. Environmental Parameters

- a. UPS area ambient temperature and condition of ventilating equipment
- b. General Cleanliness of UPS Power Module
- c. General Cleanliness of UPS area
- d. Replace air filters as applicable and necessary (parts if required are included at no charge under service agreements with full parts coverage, otherwise billable)
- e. Clean outside of UPS including control/display panel
- f. Flywheel only: Drain oil and change oil and filters (NOTE: One (1) oil and filter change per year)

5. Battery Cabinet Checks

- a. General appearance of Battery System (all types)
- b. General cleanliness of Battery System area (all types)
- c. Inspect cells for physical abnormalities
- d. Inspect all DC connections for abnormalities
- e. Battery System area ambient temperature and condition of ventilating equipment
- f. For internal batteries only measure and record:
 - i. Overall battery float voltage
 - ii. Charger output current and voltage
 - iii. Negative terminal temperature of one cell/battery per battery cabinet shelf or rack tier
 - iv. Momentary load testing of cells < 100 watts (e.g. 9E, 9x55, not 9330)

6. Lithium Communicator Module (LCM), if under Flex contract coverage

- a. Inspect and verify LCM data logging, functional test and integration to lithium battery cabinet(s)
- b. Download LCM data for storage in Eaton cloud application for customer reporting



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7. Monitoring System Parameters

- a. Alarm archive review and printing
- b. Alarm lamp test-local and remote (if applicable)
- c. Replace all open monitor bulbs
- d. If work is completed under a PowerTrust Ultra contract, inspect battery monitoring system
- e. Review Battery Test in history (if applicable)
- f. Update connectivity card firmware as necessary

8. General

- a. Customer Consultation
- b. Verbal Recommendations
- c. General Observations

Following the Preventive Maintenance inspection, a written report will be provided detailing the results of the inspection, and making specific recommendations toward future remedial action, upgrades, or sparing.

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Eaton Valve Regulated (Sealed) Battery System Preventive Maintenance Scope of Work Attachment R-5

Battery Maintenance of Battery Equipment includes, and is expressly limited to, those tasks set forth below based on IEEE 1188. Due to the size and type of battery, testing and work procedures vary between battery jars above and below 100 watts per battery; work procedures may vary by UPS and battery type and may be limited by safety requirements. All additional work will be billable at the applicable rates per Attachment X-1.

Performed During Each Preventive Maintenance Visit¹:	Below 100W/Jar	100W+/Jar
A. Measure and Record the following:		
1. Individual cell/battery float voltages and overall float voltage	Yes	Yes
2. Charger output current and voltage	Yes	Yes
3. AC ripple current and voltage imposed on the battery	Yes	Yes
4. Internal ohmic values of each cell/battery or perform a continuity test of each cell/battery	No	Yes
5. Connection Resistance of 100% of the inter cell/battery connection	No	Yes
6. Ambient temperature and ventilation status	Yes	Yes
7. Negative terminal temperature of all cells/batteries	No	Yes
B. Visually inspect conditions and appearance of the following:		
1. Connection terminals inter cell/battery connectors, cables and associated hardware	Yes	Yes
2. Cell/battery covers, containers, and post seals	Yes	Yes
3. Battery racks or cabinets and associated components and hardware for structural integrity	Yes	Yes
4. Inspect cleanliness / corrosion of batteries, cabinet, rack and area	Yes	Yes
5. Battery monitoring equipment (if present)	Yes	Yes
6. Cell/battery jar or cover, noting any excessive distortion	Yes	Yes
C. Perform cleaning of all accessible surfaces as required	Yes	Yes
D. Performed Once Per Calendar Year:		
The yearly maintenance procedure should include all of the above with the addition of the following:		
1. Measure and record the connection resistance of 100% of the inter cell/battery connections.	No	Yes
2. Refurbish and re-torque any connection where the resistance is above 20% of the average.	No	Yes
E. Reporting Each Preventive Maintenance Visit:		
1. The technician(s) will issue the customer a verbal report summarizing the condition of the battery and identifying any critical issues before leaving the customer's site.	Yes	Yes
2. A detailed report containing all readings and observations will be sent to the customer within five business days.	No	Yes

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Eaton UPS Flex Onsite Service Parts and Labor Coverage Scope of Work Attachment R-30

This scope of work is shared by the power quality equipment types listed in the below table. Note the applicable features vary by type of equipment being contracted and additional scopes of work may be required. All checks or processes may not be applicable to all equipment types or models.

Equipment Type	Electronics Corrective Maintenance Coverage	Battery Corrective Maintenance Coverage	Tech Support
Eaton 3 Phase UPS	Yes	No	Yes
Eaton 1 Phase UPS	Yes	Yes	Yes
PDU/PDR/RPP/STS	Yes	No	Yes
Flywheel	Yes	No	Yes
Non-Eaton equipment (MVS)	Yes	No	Yes
Lithium Communicator Module (LCM)	Yes	No	Yes

If optionally purchased by Customer within the first three (3) years of a Eaton® 3 Phase UPS installation date (first startup) OR,

If optionally purchased by Customer in conjunction with one or more annual on-site UPS Power Module Preventive Maintenance SOW R-2 of the same duration, Contractor will provide:

Electronics Corrective Maintenance Coverage: Inspection and repair of the electronic portion of the UPS (or other equipment type), or "Power Module" shall be performed as needed during the contracted period of maintenance at no extra charge to Purchaser. Remedial maintenance provided by Contractor shall include, and be expressly limited to, maintenance to the Power Module, travel expenses, all necessary parts replacement, adjustments and repairs. If the Purchaser maintains Eaton spare parts at the maintenance site, Contractor may, at its option, use those spare parts in the performance of Corrective Maintenance and shall replace the spare parts, which it so uses, at no cost to the Purchaser.

Exclusions: certain wear parts are excluded from electronics corrective coverage including batteries and full capacitor replacement. All Corrective Maintenance to Battery System, if any, will be in accordance with battery manufacturers' warranty or separate agreement, if any. For Flywheel coverage: any failure due to lack of recommended bearing replacement, vacuum pump replacement (or "major maintenance" per manufacturer recommendation) will not be included under corrective maintenance coverage and will be billable at current time and material rates. Eaton 9390 and 9395 UPS models have a special policy on capacitor replacements: DC link capacitors are eligible for inspection and repair at no extra charge (excludes AC and Battery capacitors). In the 9390 and 9395 models, only the AC input/output and Battery capacitors will be recommended for replacement cycles (rated life of five (5) years).



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1. **Battery Corrective Maintenance Coverage (Limited to 1 Phase UPS Models, 9155 UPS and BladeUPS):** Inspection and repair of the internal battery portion of the UPS (or other equipment type), or "Internal Battery" shall be performed as needed during the contracted period of maintenance at no extra charge to Purchaser. Remedial maintenance provided by Contractor shall include, and be expressly limited to, maintenance to the Internal Battery, travel expenses, all necessary parts replacement, adjustments and repairs. External battery coverage, if applicable, must be purchased separately if external batteries or battery cabinets exist.
2. **7x24 Technical Support:** technical support via telephone or email to Contractor shall be available to answer product or support questions.

The Purchaser shall, from the commencement date of the Service Agreement, maintain the UPS Power Module in accordance with the published operating specifications for the Power Module at the time of purchase. The Purchaser shall, unless otherwise specified in the Service Agreement, maintain the Battery System in strict accordance with the Battery System manufacturer's recommended maintenance guidelines.

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Eaton PredictPulse™ Remote Monitoring Service Scope of Work (SOW) Attachment R-32

The terms and conditions in this SOW are in addition to and are incorporated by reference into the T-0 Service Agreement – Terms and Conditions ("Service Agreement"). Terms that are capitalized in this SOW shall have the same meaning ascribed to them in the Service Agreement, unless stated otherwise in this SOW. In case of any conflict between this SOW and the Service Agreement, the terms and conditions of this SOW shall control.

DEFINITIONS. The following terms shall have the following meanings whenever used in this SOW:

"PredictPulse Service" means Contractor's PredictPulse™ remote monitoring service, which includes the collection of status, alarm, and performance information and data from network-connected Covered Equipment, and the analysis and monitoring of such information and data to provide alarm notifications and reports to Customer and/or its Users.

"Equipment Data" means all Covered Equipment status, alarm, and performance information and data that is collected, analyzed, generated, displayed, and reported in connection with the PredictPulse Service and all information and data about Customer's and/or its Users' use of, and interaction with, the PredictPulse Service. For avoidance of doubt, Equipment Data does not include any Personal Data or any information or data relating to the identity of Customer, which would specifically link or associate Customer with such Covered Equipment status, alarm, and performance data or such use and interaction data.

"Customer Equipment Data" means Equipment Data combined with any information or data that is inputted into the PredictPulse Service by a User relating to the identity of Customer, which specifically links or associates Customer with the Equipment Data.

"Personal Data" means all personally identifiable information and data relating to employees or agents of Customer, Users, or other individuals, including without limitation, the name, title, employer, address(es) (residential and/or business), email address(es) (personal and/or business), and phone number(s) (personal and/or business) of such employees, Users, and other individuals, which is inputted into the PredictPulse Service by Users.

"User" means any individual who uses or accesses the PredictPulse Service on Customer's behalf or through Customer's account or passwords, whether authorized or not.

1. PredictPulse Service Description and Customer Requirements

1.1 Contractor will provide the PredictPulse Service on subscribed Covered Equipment. The PredictPulse Service shall include alarm notifications via a dashboard, mobile application, and monthly report summarizing alarms and Equipment Data.

- a. Access to the PredictPulse Service shall be from Contractor's web portal and include Covered Equipment status, alarms, reports and service history.
- b. Contractor's obligation shall be to enable enrollment in the PredictPulse Service by Customer, validation of the PredictPulse Service, and to notify Customer contact when a critical alarm occurs.
- c. Contractor will remotely analyze component data for probability of failure and notify Customer contact to schedule a maintenance site visit to inspect, repair and/or replace any covered component in advance of the component failure.



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- d. Contractor will remotely diagnose critical alarms and if appropriate, resolve emergency events as if Customer has requested Covered Equipment Service, enabling Contractor to arrive at the location of the Covered Equipment per the contracted CPM hours. If subscribed Covered Equipment has no contracted Covered Equipment Service coverage other than the PredictPulse Service, Contractor's obligation will solely be to notify Customer contact when a critical alarm occurs.
- e. Display and availability Equipment Data will vary and depend on the Covered Equipment, connectivity equipment and access to Customer provided network.

1.2 The PredictPulse Service will only be available if Customer provides and supports a CAT5 LAN/Ethernet cable connected to either a Contractor supplied wireless modem or Customer's SMTP email server or equivalent network (along with necessary network configuration information (including IP addresses) to facilitate connectivity).

1.3 Covered Equipment will continue to transmit Customer Equipment Data to Contractor until Customer disconnects or disables the network connection. Upon termination of the PredictPulse Service, Customer is responsible for disconnecting or disabling any Covered Equipment from Customer's network connection. Contractor will not be responsible for notifying or reminding Customer that it must disconnect or disable any Covered Equipment from Customer's network connection after termination of the PredictPulse Service. Contractor will continue to own the Equipment Data and not incur any liability as a result of Customer's failure to disconnect or disable any Covered Equipment from the network connection.

1.4 Customer shall register at www.predictpulseapp.eaton.com with a valid email address, self-maintain a complex password, and contact information in order to access the PredictPulse Service.

1.5 Connectivity Equipment Excluded – Customer shall be responsible for purchasing and/or upgrading compatible connectivity equipment required to support the PredictPulse Service.

1.6 Parts and labor coverage for all Covered Equipment is separate from the PredictPulse Service.

1.7 The customer shall maintain the Connectivity Equipment (UPS network communication) cards per contractor recommendations (refer to the individual UPS network communication card information). This maintenance shall include restricting access to unauthorized personnel, regularly (at least monthly) patch and apply updates/firmware updates to address vulnerabilities and verify device configurations. The customer should register for cybersecurity notifications and updates at www.eaton.com/cybersecurity.

2. Data

2.1. Unless it receives Customer's prior written consent, Contractor: (a) shall not disclose to third parties or publish Customer Equipment Data and (b) shall not intentionally grant any third-party access to Customer Equipment Data. Notwithstanding the foregoing, Contractor may disclose Customer Equipment Data as required by applicable law or by proper legal or governmental authority. Contractor shall give Customer prompt notice of any such legal or governmental demand and reasonably cooperate with Customer in any effort to seek a protective order or otherwise to contest such required disclosure, at Customer's expense.

2.2. Contractor shall own all Equipment Data and all results from processing such data, including without limitation, compilations and derivative works of such data. Contractor may use such Equipment Data for any purpose, including without limitation, for data mining, analysis and trending purposes, and



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may disclose Equipment Data to third parties without Customer's consent for any purpose, including without limitation, for comparison and reliability reporting.

2.3. Contractor collects Personal Data from Users of the PredictPulse Service for the purpose of allowing Eaton to provide the PredictPulse Service to Customer. Contractor does not sell Personal Data disclosed to it through the PredictPulse Service, but it may transfer such Personal Data outside of the United States and share the information with third parties that Contractor retains to provide services on its behalf and to Contractor's sales representatives, which include third parties. In addition, Contractor may disclose Personal Data it collects as required by law, an arbitral body, a court of competent jurisdiction, a law enforcement agency, or any other government agency, and may disclose personal information it collects when it believes it is appropriate to prevent physical or financial loss or in connection with an investigation of suspected or actual illegal activity. If a User desires to withdraw its consent to Contractor's use of his/her Personal Data in connection with the PredictPulse Service, such User can submit a request to Contractor to remove his/her Personal Data from the PredictPulse Service at the following email address: iam@eaton.com or auto link <mailto:iam@eaton.com>, specifying removal of your Personal Data from the PredictPulse Service. Following receipt of such request, Contractor will remove all of such User's Personal Data from the PredictPulse Service. If a User withdraws his/her consent to Contractor's use of Customer's Personal Data as described in this Agreement, Contractor may terminate such User's Customer's access to the PredictPulse Service. To the extent that a User inputs or otherwise provides in the PredictPulse Service the Personal Data of another individual, whether or not an employee of Customer or whether or not such individual is another User of the System ("Other Individual"), Customer represents that it has obtained such Other Individual's prior written consent to: 1) allow such User to input such Other Individual's Personal Information into the PredictPulse Service and 2) the foregoing Personal Data privacy terms. Customer shall have sole responsibility for any violation of privacy laws as a result of its failure to obtain the Other Individual's prior written consent as described in the preceding sentence.

2.4. Contractor makes no warranty regarding, and has no obligation with respect to, the accuracy, completeness, or omissions of any Customer Equipment Data or any report, alarm, notification, or recommendation generated or not generated by the PredictPulse Service based on the Customer Equipment Data. Customer must use reasonable judgment in interpreting this data and information and contact his or her local Eaton sales representative or Contractor Technical Support with any questions.

2.5. Customer recognizes and agrees that hosting data online involves risks of unauthorized disclosure or exposure and that, in accessing and using the PredictPulse Service, Customer assumes such risks. To the extent permitted by law, Contractor offers no representation, warranty, or guarantee that Customer Equipment Data and/or Personal Data will not be exposed or disclosed through errors or the actions of third parties.

2.6. Customer recognizes and agrees that the Customer Equipment Data collected from the Customer Equipment sent to PredictPulse is unencrypted and contains potentially (non-personal) critical data (e.g model number, serial number, mac address, and event information). Contractor assumes the customer will restrict unauthorized physical and logical access to the field equipment, network equipment, email servers, and other access to the data.

3. Customer Restrictions

3.1. Customer shall not: (a) use the PredictPulse Service for any purpose other than for its intended purpose or otherwise misuse the PredictPulse Service; (b) provide PredictPulse Service passwords or other log-in information to any third party; (c) share non-public PredictPulse Service features or content with any third party; (d) access the PredictPulse Service in order to build a competitive product or service, to build a product using similar ideas, features, functions or graphics of the PredictPulse Service, or to



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copy any ideas, features, functions or graphics of the PredictPulse Service; (e) attempt to penetrate or disable any security system, or intentionally distribute a computer virus, launch a denial of service attack, or in any other way attempt to interfere with the functioning of the PredictPulse Service, including without limitation any computer, communications system, or website associated therewith; or (f) attempt to access or otherwise interfere with the accounts of other users of the PredictPulse Service. In the event that it suspects any breach of the requirements of this Section 3.1, including without limitation by Users, Contractor may suspend Customer's use of the PredictPulse Service without advanced notice, in addition to such other remedies as Contractor may have. This Agreement does not require Contractor to take any action against Customer or any User or other third party for violating this Section 3.1 or this Agreement, but Contractor is free to take any such action it sees fit.

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Eaton Ancillary Device Parts and Labor Coverage

Scope of Work

Attachment R-10

If Customer has purchased Corrective Maintenance Coverage for the UPS "Power Module" and ancillary devices are directly connected to the covered equipment, parts and labor coverage may extend to the ancillary device based on the device type. "Directly connected" is defined as electronically controlled or interfaced to a Power Module. Ancillary devices may be eligible for optionally purchased parts and labor coverage.

Regardless of ancillary device parts and labor coverage, preventive maintenance of these ancillary devices is limited to inspection and testing via an optionally purchased UPS Power Module (or other device) preventive maintenance scope of work. There shall be no separate field activity report beyond the relevant comments from the UPS preventive maintenance report (FAR).

Covered ancillary device types (if connected to covered equipment, these devices assume parts and labor coverage of covered equipment):

- SBM (System Bypass Module), which includes UL 1778 "Uninterruptible Power Systems" version – Ancillary coverage includes static switch but only if parts and labor coverage is purchased on all associated UPS modules
- SSBM (Switchboard System Bypass Module), which includes UL 891 "Switchboards" version or UL1558 "Metal-Enclosed Low-Voltage Power Circuit Breaker Switchgear" version – Ancillary coverage includes static switch but only if parts and labor coverage is purchased on all associated UPS modules
- MBP – Maintenance Bypass Panel
- IAC – Integrated Accessories Cabinet
- Remote monitor panel
- Hot Tie
- Parallel cabinet
- Battery cabinet and battery breakers (excludes battery jars, cells or battery parts)

Covered components within covered ancillary devices shall include the electronic control portion designed and built by Eaton (Powerware series) for metering, monitoring, and controls for transferring of loads. Items covered include logic boards, power supplies, relays, and control circuitry, SSBM displays, Hot-Tie Display and programmable logic controllers (PLC).

Excluded components within covered ancillary devices shall be: circuit breakers, power quality metering, transient voltage surge suppressors (TVSS), metering and switches, non-UPS operation related control circuitry, non-UPS operation related programmable logic controllers (PLC).

Excluded ancillary device types (parts and labor coverage may be optionally purchased):

- Batteries (EBM, EBC)
- Battery Monitoring Systems
- Lithium Communicator Module (LCM)
- IDC – Integrated Distribution Cabinet
- Switchgear (coverage not available for purchase)
- Standalone STS – Static Transfer Switch device (e.g., Cyberex Switch)



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- PDU – Power Distribution Unit
- PDR – Power Distribution Rack
- RPP – Remote power Panel
- EMS-UGK
- Battery Disconnect Circuit Breaker
- Flywheel
- ATS/MTS – Automatic or Manual Transfer Switch
- TVSS – Transient Voltage Surge Suppressor
- PFC – Power Factor Correction
- ePDU
- Racks and cabinets
- Software (e.g., Foreseer)
- SCADA System
- IR Camera

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**STANDARD TERMS & CONDITIONS
FOR INDEPENDENT CONTRACTORS**

THESE TERMS & CONDITIONS apply to the Contract established between the County of Santa Barbara, a political subdivision of the State of California ("COUNTY") by its Purchasing Division ("Purchasing"), and the individual or entity identified on the Contract form to which this document is attached ("CONTRACTOR"), including CONTRACTOR's agents, employees or sub-contractors. **CONTRACTOR's signature on the Contract form means CONTRACTOR has read and accepted these terms and conditions.**

1. **SCOPE OF SERVICES / COMPENSATION.** CONTRACTOR agrees to provide services to COUNTY, and COUNTY agrees to pay CONTRACTOR, according to the attached Statement of Work. (The term "Statement of Work" refers to all attached language describing the services to be performed and the compensation to be paid, whether found in a Proposal, Estimate, Quote, correspondence, and/or any other attached document, and includes the narrative text appearing on the Contract form, plus any subsequent amendment.) All work is to be performed under the direction of the "Designee" (that is, the person designated by the department identified in the Ship-To box on the Contract form). Payment will be subject to satisfactory performance as determined by the Designee. CONTRACTOR will be entitled to reimbursement for only those expenses specifically identified in the Statement of Work.
2. **STATUS AS INDEPENDENT CONTRACTOR.** CONTRACTOR will perform all of CONTRACTOR's services under this Contract as an independent contractor and not as COUNTY's employee. CONTRACTOR understands and acknowledges that CONTRACTOR will not be entitled to any of the benefits of a COUNTY employee, including but not limited to vacation, sick leave, administrative leave, health insurance, disability insurance, retirement, unemployment insurance, workers' compensation and protection of tenure. CONTRACTOR warrants that CONTRACTOR is authorized by law to perform all work contemplated in this Contract, and CONTRACTOR agrees to submit, upon request, verification of licensure or registration, or other applicable evidence of official sanction.
3. **BILLING & PAYMENT.** CONTRACTOR must submit CONTRACTOR invoice(s), which **must include the contract number** COUNTY assigns (see Contract form), to the Bill-To address on the Contract form, following completion of the increments identified in the Statement of Work. Unless otherwise specified in the Contract, COUNTY will pay CONTRACTOR within thirty (30) days from presentation of invoice.
4. **TAXES.** COUNTY will not be responsible for paying any taxes on CONTRACTOR's behalf, and should COUNTY be required to do so by state, federal, or local taxing agencies, CONTRACTOR agrees to promptly reimburse COUNTY for the full value of such taxes paid plus interest and penalty assessed, if any. These taxes include, but are not limited to, the following: FICA (Social Security), unemployment insurance contributions, income tax, disability insurance, and workers' compensation insurance. Notwithstanding the foregoing, if CONTRACTOR is using a non-California address or a California P.O. Box address for conducting its business with COUNTY, CONTRACTOR will be subject to required nonresident withholding for services that CONTRACTOR provides in California for COUNTY, unless CONTRACTOR is a government entity or unless CONTRACTOR provides COUNTY with a California withholding form that shows CONTRACTOR is exempt from withholding.
5. **CONFLICT OF INTEREST.** CONTRACTOR covenants that CONTRACTOR presently has no employment or interest and will not acquire any employment or interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Contract. CONTRACTOR further covenants that in the performance of this Contract, CONTRACTOR will employ no person having any such interest. CONTRACTOR must promptly disclose to COUNTY, in writing, any potential conflict of interest.
6. **OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY.** COUNTY will be the owner of the following items incidental to this Contract, upon production and whether or not completed: all data collected, all documents of any type whatsoever (paper or electronic), and any material necessary for the practical use of the data and/or documents from the time of collection and/or production, whether or not performance under this Contract is completed or terminated prior to completion. CONTRACTOR will not release any materials under this paragraph except after COUNTY's prior written approval.
 - A. No data produced in whole or in part under this Contract will be subject to copyright or other intellectual property rights in the United States or in any other country except as determined at COUNTY's sole discretion.
 - B. COUNTY will have the unrestricted authority to copy, adapt, perform, display, publish, disclose, distribute, create derivative works from, and otherwise use in whole or in part, any reports, data, or documents prepared under this Contract. CONTRACTOR agrees to take such actions and execute and deliver such documents as may be needed to validate, protect and confirm the rights provided hereunder. CONTRACTOR warrants that any items provided under this Contract will not infringe upon any intellectual property or proprietary rights of any third party. CONTRACTOR at its own expense shall defend, indemnify, and hold harmless COUNTY against any claim that any items provided by CONTRACTOR hereunder infringe upon intellectual or other proprietary rights of a third party, and CONTRACTOR shall pay any damages, costs, settlement amounts, and fees (including attorneys' fees) that may finally awarded against COUNTY in connection with any such claims.
 - C. These Ownership of Documents and Intellectual Property and Copyright and Intellectual Property provisions (Section 6, including subdivisions A-C) shall survive any termination of this Contract.
7. **COUNTY PROPERTY.** COUNTY's property, documents, and information provided for CONTRACTOR's use in connection with the services shall remain COUNTY's property, and CONTRACTOR shall return any such items whenever requested by COUNTY and/or required by this Agreement. CONTRACTOR may use such items only in connection with providing the services. CONTRACTOR shall not disseminate any COUNTY property, documents, or information without COUNTY's prior written consent.
8. **RECORDS, AUDIT, AND REVIEW.** CONTRACTOR must keep such business records pursuant to this Contract as would be kept by a reasonably prudent practitioner of CONTRACTOR's profession, and will maintain those records for at least four (4) years following the termination of this Contract. All accounting records must be kept in accordance with generally accepted accounting practices. COUNTY will have the right to audit and review all such documents and records at any time during CONTRACTOR's regular business hours or upon reasonable notice. In addition, if this Contract exceeds ten thousand dollars (\$10,000.00), CONTRACTOR shall be subject to the examination and audit of the California State Auditor, at the request of the COUNTY or as part of any audit of the COUNTY, for a period of three (3) years after final payment under the Contract (Cal. Govt. Code Section 8546.7). CONTRACTOR shall participate in any audits and reviews, whether by COUNTY or the State, at no charge to COUNTY. If federal, state or COUNTY audit exceptions are made relating to overpayments made under this CONTRACT, CONTRACTOR shall reimburse the amount of audit exceptions directly to COUNTY as specified by COUNTY in the notification.
9. **INSURANCE AND INDEMNIFICATION.** CONTRACTOR agrees to the indemnification and insurance provisions as set forth in Exhibit X attached hereto and incorporated herein by reference.
10. **NONDISCRIMINATION.** The County's Unlawful Discrimination Ordinance (Article XIII of Chapter 2 of the Santa Barbara County Code) applies to this Contract and is incorporated into the Contract by this reference with the same force and effect as if the ordinance were specifically set out herein, and CONTRACTOR agrees to comply with that ordinance.
11. **NONEXCLUSIVE AGREEMENT.** CONTRACTOR understands that this is not an exclusive Contract and that COUNTY has the right to negotiate with and enter into contracts with others providing the same or similar services as those CONTRACTOR provides.
12. **NON-ASSIGNMENT.** CONTRACTOR will not assign any of CONTRACTOR's rights nor transfer any of CONTRACTOR's obligations under this Contract without COUNTY's prior written consent, and any attempt to so assign or so transfer without such consent shall be void and without legal effect and shall constitute grounds for termination.
13. **TERMINATION.**

- A. **By COUNTY.** COUNTY may, by written notice to CONTRACTOR, terminate this Contract in whole or in part at any time, whether for COUNTY's convenience, for nonappropriation of funds, or because of the failure of CONTRACTOR to fulfill the obligations herein.
1. **For Convenience.** COUNTY may terminate this Contract in whole or in part upon thirty (30) days written notice. During the thirty (30) day period, CONTRACTOR shall, as directed by COUNTY, wind down and cease its services as quickly and efficiently as reasonably possible, without performing unnecessary services or activities and by minimizing negative effects on COUNTY from such winding down and cessation of services.
 2. **For Nonappropriation of Funds.** Notwithstanding any other provision of this Contract, in the event that no funds or insufficient funds are appropriated or budgeted by federal, state or COUNTY governments, or funds are not otherwise available for payments in the fiscal year(s) covered by the term of this Contract, then COUNTY will notify CONTRACTOR of such occurrence and COUNTY may terminate or suspend this Contract in whole or in part, with or without a prior notice period. Subsequent to termination of this Contract under this provision, COUNTY shall have no obligation to make payments with regard to the remainder of the term.
 3. **For Cause.** Should CONTRACTOR default in the performance of this Contract or materially breach any of its provisions, COUNTY may, at COUNTY's sole option, terminate or suspend this Contract in whole or in part by written notice. Upon receipt of notice, CONTRACTOR shall immediately discontinue all services affected (unless the notice directs otherwise) and notify COUNTY as to the status of its performance. The date of termination shall be the date the notice is received by CONTRACTOR, unless the notice directs otherwise.
- B. **By CONTRACTOR.** Should COUNTY fail to pay CONTRACTOR all or any part of the payment set forth in EXHIBIT B, CONTRACTOR may, at CONTRACTOR's option terminate this Contract if such failure is not remedied by COUNTY within thirty (30) days of written notice to COUNTY of such late payment.
- C. Upon termination, CONTRACTOR shall deliver to COUNTY all data, estimates, graphs, summaries, reports, and all other property, records, documents or papers as may have been accumulated or produced by CONTRACTOR in performing this Contract, whether completed or in process, except such items as COUNTY may, by written permission, permit CONTRACTOR to retain. Notwithstanding any other payment provision of this Contract, COUNTY shall pay CONTRACTOR for satisfactory services performed to the date of termination to include a prorated amount of compensation due hereunder less payments, if any, previously made. In the event of an early termination CONTRACTOR, at its discretion, will provide a credit against any advance payments received as follows: a) for fixed-rate Agreements, a pro-rated amount based on the terminated portion of the fixed-price fee due CONTRACTOR; or b) for any new work outside of the Services provided in this Agreement, an amount based on the difference between the amount paid by COUNTY prior to the effective date of early termination and the actual cost of Service completed (including emergency repair calls) by CONTRACTOR prior to the effective date of early termination, or c) for pre-paid multi-year contracts if COUNTY terminates the Agreement partway through the Agreement term, COUNTY will be entitled to a refund of the unused portion of the contract MINUS the applied discount for the pre-payment. In no event shall CONTRACTOR be paid an amount in excess of the full price under this Contract nor for profit on unperformed portions of service. CONTRACTOR shall furnish to COUNTY such financial information as in the judgment of COUNTY is necessary to determine the reasonable value of the services rendered by CONTRACTOR.

14. **NOTICE.** From CONTRACTOR: CONTRACTOR must send or deliver any required notice to both the Designee and to Purchasing at the addresses appearing on the Contract form. From COUNTY: Either Designee or Purchasing must send or deliver any required notice to CONTRACTOR at the address last known to the sender. *Effective Date:* Notices mailed by US Postal Service first-class, receipt of which is unacknowledged, are effective three days from date of mailing. Other notices are effective upon delivery by hand, proof of delivery by common carrier, or acknowledgement of receipt, whichever is earlier.

15. **ENTIRE AGREEMENT AND AMENDMENT.** In conjunction with the matters considered herein, this Contract, including its attachments, contains the entire understanding and agreement of the parties and there have been no promises, representations, agreements, warranties or undertakings by any of the parties, either oral or written, of any character or nature hereafter binding except as set forth herein. This Contract may be altered, amended or modified only by an instrument in writing (executed by Purchasing and CONTRACTOR) and by no other means. Each party waives their future right to claim, contest or assert that this Contract was modified, canceled, superseded, or changed by any oral agreements, course of conduct, waiver or estoppel.

16. **COMPLIANCE WITH LAW.** CONTRACTOR shall, at its sole cost and expense, comply with all County, State and Federal ordinances and statutes now in force or which may hereafter be in force with regard to this Agreement. The judgment of any court of competent jurisdiction, or the admission of CONTRACTOR in any action or proceeding against CONTRACTOR, whether COUNTY is a party thereto or not, that CONTRACTOR has violated any such ordinance or statute, shall be conclusive of that fact as between CONTRACTOR and COUNTY.

17. **CALIFORNIA LAW.** This Contract is governed by the laws of the State of California. Any litigation regarding this Contract or its contents must be filed in the County of Santa Barbara, if in state court, or in the federal district court nearest to Santa Barbara County, if in federal court.

18. **PRECEDENCE.** In the event of conflict between the provisions contained in these numbered paragraphs and the provisions contained in the Statement of Work, the provisions of this document shall prevail unless 1) otherwise specified on the Contract form to which this document is attached, or 2) waived by amendment hereon with dated initials of Purchasing staff.

19. **DEBARMENT AND SUSPENSION.** CONTRACTOR certifies to COUNTY that it and its employees and principals are not debarred, suspended, or otherwise excluded from or ineligible for, participation in federal, state, or county government contracts. CONTRACTOR certifies that it shall not contract with a subcontractor that is so debarred or suspended.

20. **NO PUBLICITY OR ENDORSEMENT.** CONTRACTOR shall not use COUNTY's name or logo or any variation of such name or logo in any publicity, advertising or promotional materials. CONTRACTOR shall not use COUNTY's name or logo in any manner that would give the appearance that COUNTY is endorsing CONTRACTOR. CONTRACTOR shall not in any way contract on behalf of or in the name of COUNTY. CONTRACTOR shall not release any informational pamphlets, notices, press releases, research reports, or similar public notices concerning COUNTY or its projects, without obtaining the prior written approval of COUNTY.

21. **SEVERABILITY.** If any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

22. **REMEDIES NOT EXCLUSIVE.** In the event the remedies provided hereunder fail of their essential purpose, COUNTY shall have all rights and remedies at law and equity. Otherwise, remedies contained under this Agreement shall be sole and exclusive.

23. **SURVIVAL.** All provisions of this Contract which by their nature are intended to survive the termination or expiration of this Contract shall survive such termination or expiration.

24. **NO WAIVER.** No delay or omission of COUNTY to exercise any right or power arising upon the occurrence of any event of default shall impair any such right or power or shall be construed to be a waiver of any such default or an acquiescence therein; and every power and remedy given by this Agreement to COUNTY shall be exercised from time to time and as often as may be deemed expedient in the sole discretion of COUNTY.

25. **SUCCESSORS AND ASSIGNS.** All representations, covenants and warranties set forth in this Agreement, by or on behalf of, or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.

26. **EXECUTION IN COUNTERPARTS; AUTHORITY.** This Agreement may be executed in counterparts and each shall be deemed an original, and all shall constitute the same instrument. All signatories and parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles and capacities herein stated and on behalf of any entities, persons, or firms represented or purported to be represented by such entity(ies), person(s), or firm(s) and all formal requirements necessary to enter into this Agreement have been fully complied with. Furthermore, by entering into this Agreement, CONTRACTOR hereby warrants that it

shall not have breached the terms or conditions of any other contract or agreement to which CONTRACTOR is obligated, which breach would have a material effect hereon.

27. **WARRANTY.** CONTRACTOR shall perform all Service in a professional and workmanlike manner. CONTRACTOR warrants repairing or replacing defective parts or materials and correcting defective workmanship reported to CONTRACTOR and/or diagnosed by CONTRACTOR's personnel during the term of this Agreement. CONTRACTOR warrants its corrective maintenance per the scope of work and replacement parts to be free from defects in material and workmanship for the term of the Service coverage period defined in the CONTRACTOR's quote or for a period of ninety (90) days from the completion date of the repair or replacement of parts or materials, whichever is longer. In the event the parts or materials fail to meet published specifications due to a defect in parts or materials or workmanship covered by this Warranty, CONTRACTOR, at its discretion, will repair or replace the warranted parts or materials at no cost to COUNTY. This Warranty shall not apply to any Power Module and/or Battery that has been: (i) subject to damage caused by accident, fire, flood, lightning, vandalism, acts of God, COUNTY's neglect, misuse, misapplication, incorrect connection or external damage; (ii) subject to repair or alteration by COUNTY (or a third party) not authorized by CONTRACTOR in writing; or (iii) moved without thirty (30) days' notice to CONTRACTOR. CONTRACTOR reserves the right to supervise the move. THIS WARRANTY IS EXCLUSIVE EXCEPT FOR WARRANTY OF TITLE. CONTRACTOR DISCLAIMS ALL OTHER WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. CORRECTION OF NON-CONFORMITIES IN THE MANNER AND FOR THE PERIOD OF TIME PROVIDED ABOVE SHALL CONSTITUTE CONTRACTOR'S SOLE LIABILITY AND COUNTY'S EXCLUSIVE REMEDY FOR FAILURE OF CONTRACTOR TO MEET ITS WARRANTY OBLIGATIONS, WHETHER CLAIMS OF COUNTY ARE BASED IN CONTRACT, IN TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHERWISE. Parts or materials supplied, but not manufactured by CONTRACTOR, are warranted solely by the manufacturer. CONTRACTOR's obligation under this Warranty is conditioned upon receipt of all payments due from COUNTY.

28. **FORCE MAJEURE.** Neither party shall be liable to the other for any failure to perform its obligations under this Agreement, to the extent causes beyond its reasonable control make performance impossible or impractical, including but not limited to acts of God, pandemic or epidemic, riots, war, accidents, fires, floods, explosions, terrorism, vandalism, strikes or labor disputes, government and competent authorities orders, embargoes and trade limitations, changes in law or regulation, or any other force majeure event or circumstance, whether or not foreseeable. In the event of delay in performance due to any such cause, the date of delivery or time for completion will be extended by a period of time reasonably necessary to overcome the effect of such delay.

29. **LIABILITY.** IN NO EVENT SHALL CONTRACTOR OR COUNTY, OR THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES OR AGENTS BE LIABLE TO THE OTHER FOR ANY AND ALL CLAIMS ARISING OUT OF (A) DAMAGE TO PROPERTY OR EQUIPMENT, OTHER THAN DIRECT DAMAGES TO EQUIPMENT SOLD OR SERVICED HEREUNDER, OR (B) ANY INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, SUCH AS, BUT NOT LIMITED TO, DELAY DAMAGES, LOST PROFITS OR REVENUE, LOSS OF DATA, LOSS OF USE OR LOST OPPORTUNITY THAT RESULT FROM OR IN CONNECTION WITH ANY CLAIM(S) OR CAUSE(S) OF ACTION, WHETHER BROUGHT IN CONTRACT OR IN TORT, EVEN IF CONTRACTOR OR COUNTY KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES. THE TOTAL CUMULATIVE LIABILITY OF CONTRACTOR OR COUNTY ARISING FROM OR RELATED TO THIS AGREEMENT WHETHER THE CLAIMS ARE BASED IN CONTRACT, IN TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY) OR OTHERWISE, SHALL NOT EXCEED THE PRICE OF THE PRODUCT OR SERVICES ON WHICH SUCH LIABILITY IS BASED. **The foregoing limitation upon the types of damages and amounts of liability shall not apply to: (i) indemnification obligations of CONTRACTOR; (ii) losses arising out of the willful misconduct, fraud, or gross negligence of CONTRACTOR; (iii) losses arising from any breach of obligation to comply with laws.**



ATTACHMENT A
EATON CORPORATION
UPS SERVICES – SUPPLEMENTAL TERMS AND CONDITIONS (T-0)

1. **DEFINITIONS:** The terms listed below shall have the following meanings:
 - "Battery" is the electric storage portion of a UPS.
 - "Covered Equipment" is the equipment as listed on the quote.
 - "CPM" is the Contracted Period of Maintenance or Hours of Service.
 - "Customer" shall mean the purchaser of this Agreement.
 - "Drop Ship Items" are capacitors, fans, equipment upgrades (modifications), batteries, battery monitoring systems, battery containment, battery materials, racks and cabinets.
 - "Emergency Service" is all services provided on an as needed basis that is not scheduled in advance.
 - "PCS" is Pre-Contract Survey inspection.
 - "Power Module" is the electronic portion of a UPS or other power quality device.
 - "Scope of Work" is the services, procedures, methods, exclusions and coverage as purchased by the Customer
 - "Service" is the installation, maintenance (including Preventive Maintenance as defined in Scope of Work Attachment R-2), repair, inspection, adjustment, and remote monitoring services (including the PredictPulse Service as defined in Scope of Work, Attachment R-32, R-36 or R-37) performed on the Covered Equipment by Contractor or otherwise provided by Contractor in connection with the Covered Equipment.
 - "UPS" is an Uninterruptible Power Supply which is comprised of the Power Module and Batteries.

2. **ELIGIBILITY:** All Covered Equipment that has a lapse in Service or warranty coverage greater than ninety (90) days is subject to a PCS prior to eligibility for Service under this Agreement. Customer will be charged at Contractor's current Time and Material Service Rate Schedule (Exhibit 1-PCS and Attachment X-1). A list of the equipment requiring a PCS will be incorporated into this Agreement.

3. **HOURS OF SERVICE:** Contractor will provide scheduled and emergency services portal-to-portal 8:00AM to 5:00 PM Monday-Friday ("5X8 Service") excluding all observed holidays. The Customer may purchase extended hours of scheduled and Emergency Service coverage ("7x24 Service") including Emergency Service being provided on public holidays (5 U.S.C. 6103). Scheduled services are not available on observed holidays.

4. **ON-SITE RESPONSE TIME:** Upon Service request the Contractor will arrive at the location of the Covered Equipment the next business day. If purchased by Customer and the Covered Equipment is located within one hundred (100) miles of a Contractor service location, Contractor will arrive at location of Covered Equipment within eight (8), four (4) or two (2) CPM hours. Response time does not include battery replacement service.

5. **LABOR AND MATERIAL RATES:** Customer shall be billed at Contractor's current Time and Material Rate Schedule (Attachment X-1) for Service purchased outside the Scope(s) of Work. This excludes any flat-rate quoted by Contractor representative.

6. **ENGINEERING CHANGES:** All engineering changes deemed necessary by Contractor will be installed during scheduled Service visits during the CPM. Any engineering changes deemed optional by Contractor will be offered to Customer on an as-available, per charge basis.

7. **CUSTOMER'S RESPONSIBILITY:**
 - A. **Communication and Scheduling** - Customer shall contact Contractor's Customer Reliability Center (1-800-843-9433) to schedule all Service and other requests. Preventive Maintenance or Services is deemed fulfilled if (i) the Customer fails to schedule or (ii) does not permit Service to be completed within ninety (90) days of the scheduled service date.

 - B. **Movement** - If Covered Equipment is moved to another location within the United States, Service coverage will continue at Contractor's option if: (i) Customer notifies Contractor in writing at least thirty (30) days in advance of power-down of Covered Equipment and, (ii) Contractor supervises the power-down, disconnection, rigging, packing, movement, unpacking, reinstallation and re-start of the Covered Equipment and Customer will be charged at current Time and Material Service Rate Schedule.

 - C. **Escort** - During the provision of Service, Customer will have a representative present at Service site at no cost to the Contractor.

 - D. **Access** - Customer shall grant unobstructed access to the Covered Equipment to be serviced, as well as adequate working space in the immediate vicinity as may be required for the Contractor to perform Services. Prior to a site visit, the Customer and



Contractor must agree on site access requirement costs. These costs will be invoiced by the Contractor following completion of Services.

8. BATTERIES AND DROP SHIP ITEMS: Prices stated in a quote do not include installation, freight, and handling charges unless these items are listed and priced in the quote. Prices stated in a quote are F.O.B. factory (unless otherwise stated) and title and risk of loss to each article sold by Contractor to Customer shall pass to Customer upon delivery at the F.O.B. point.

Shipment estimates are after receipt of Customer's purchase order. If approval of drawings are required, then shipment estimates are after receipt of written approval. If the Customer cannot accept delivery of batteries, Customer will arrange for storage. Contractor is not liable or responsible for any damages or loss for delay or default in delivery due to force majeure. Customer may not cancel its purchase order because of such delays.

Customer may cancel its purchase order with prior written notice to Contractor subject to cancellation charges for capacitors, fans, equipment upgrades (modifications), batteries and Drop Ship Items as follows: (i) between 0-30 days prior to shipment, 100% of the total invoice, and (ii) greater than 30 days prior to shipment, 50% of the total invoice. Changes made to an order may be subject to increase or decrease in purchase order amount, change order charges, and changes in schedule date. Customer is responsible for return freight charges related to cancellation.

9. END OF SERVICE LIFE ("EOSL"): Contractor may designate a Power Module as "End of Service Life" which means limited parts are available and Service will be provided on a best efforts basis. This designation will be indicated on the quote for Service renewal and will serve as Contractor's notice of limited service support and its recommendation to replace or decommission the Power Module. If Contractor cannot perform or complete a covered repair, Contractor may terminate coverage under this Agreement. Customer may request a pro-rated refund for the terminated portion of this Agreement, subject to the termination provisions of the Agreement.

10. PARTS: Unless otherwise agreed to by the parties in writing, all parts removed for replacement shall be Contractor's property. Parts used from Customer-owned spare parts kit shall be replaced by Contractor at no cost. Replacement parts shall be new or of the same quality as new.

EXHIBIT C

Indemnification and Insurance Requirements (For Information Technology Contracts)

INDEMNIFICATION

CONTRACTOR agrees to indemnify, defend (with counsel reasonably approved by COUNTY) and hold harmless COUNTY and its officers, officials, employees, agents and volunteers from and against any and all claims, actions, losses, damages, judgments and/or liabilities brought against the indemnified parties to the extent arising direct from (1) bodily injury to or death of any person or damage to or destruction of any property caused by the negligent acts, errors or omissions of any CONTRACTOR, its agents or employees, and (2) any violation of federal or state law, regulation, order, rule or of any other governmental authority having jurisdiction by CONTRACTOR, its employees or agents, caused by CONTRACTOR's work at the site.

NOTIFICATION OF ACCIDENTS AND SURVIVAL OF INDEMNIFICATION PROVISIONS

CONTRACTOR shall notify COUNTY immediately in the event of any accident or injury arising out of or in connection with this Agreement. The indemnification provisions in this Agreement shall survive any expiration or termination of this Agreement.

INSURANCE

CONTRACTOR shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the CONTRACTOR, its agents, representatives, employees or subcontractors.

A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products-completed operations, personal & advertising injury, with limits no less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate.
2. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if CONTRACTOR has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
3. **Workers' Compensation:** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
4. **Professional Liability (Errors and Omissions)** Insurance appropriate to the CONTRACTOR'S profession, with limit of no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

B. Other Insurance Provisions

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

1. **Additional Insured** – COUNTY, its officers, officials, employees, agents and volunteers are to be named as additional insureds to the extent of CONTRACTOR'S indemnification obligations arising out of this Agreement on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the CONTRACTOR's insurance at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used).
2. **Primary Coverage** – For any claims related to this Agreement, the CONTRACTOR's insurance coverage shall be primary insurance as respects the COUNTY, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the COUNTY, its officers, officials, employees, agents or volunteers shall be excess of the CONTRACTOR's insurance and shall not contribute with it.
3. **Notice of Cancellation** – Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the COUNTY.
4. **Waiver of Subrogation Rights** – CONTRACTOR hereby grants to COUNTY a waiver of any right to subrogation to the extent of CONTRACTOR'S indemnification obligations arising out of this Agreement which any insurer of said CONTRACTOR may acquire against the COUNTY by virtue of the payment of any loss under such insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the COUNTY has received a waiver of subrogation endorsement from the insurer.
5. **Reserved**
6. **Acceptability of Insurers** – Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum A.M. Best's Insurance Guide rating of "A- VII".
7. **Verification of Coverage** – CONTRACTOR shall furnish the COUNTY with proof of insurance, original certificates and amendatory endorsements as required by this Agreement. The proof of insurance, certificates and endorsements are to be received and approved by the COUNTY before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the CONTRACTOR's obligation to provide them. The CONTRACTOR shall furnish evidence of renewal of coverage throughout the term of the Agreement. The COUNTY reserves the right to review complete, certified copies of all required insurance policies, including endorsements required by these specifications, at the CONTRACTOR's corporate headquarters in Cleveland, Ohio.
8. **Failure to Procure Coverage** – In the event that any policy of insurance required under this Agreement does not comply with the requirements, is not procured, or is canceled and not replaced, COUNTY has the right but not the obligation or duty to terminate the Agreement. Maintenance of required insurance coverage is a material element of the Agreement and failure to maintain or renew such coverage or to provide evidence of renewal may be treated by COUNTY as a material breach of contract.
9. **Subcontractors** – CONTRACTOR shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and CONTRACTOR shall ensure that COUNTY is an additional insured on insurance required from subcontractors.

10. Claims Made Policies – If any of the required policies provide coverage on a claims-made basis:

- i. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
- ii. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of contract work.
- iii. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the CONTRACTOR must purchase “extended reporting” coverage for a minimum of five (5) years after completion of contract work.

11. Special Risks or Circumstances – COUNTY reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Agreement. CONTRACTOR agrees to execute any such amendment within thirty (30) days of receipt. Notwithstanding the foregoing, the CONTRACTOR reserves the right to terminate the Agreement if it does not agree with or cannot comply with any changes in the insurance coverages requested by the COUNTY.

Any failure, actual or alleged, on the part of COUNTY to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of COUNTY.