

1 **BILL NO. S-26-07-01**

2 SPECIAL ORDINANCE NO. S-_____

3
4 **AN ORDINANCE** approving LIFECYCLE
5 MANAGEMENT SERVICE AGREEMENT –
6 #KSA_COFW_030326Rev2 - (\$3,940,524.00) -
7 between KENDALL GROUP, INC. and the City of Fort
8 Wayne, Indiana, as a Special Procurement under I.C.
9 5-22-10 by and through its City Utilities Department.

10 **NOW, THEREFORE, BE IT ORDAINED BY THE COMMON
11 COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:**

12 **SECTION 1.** That the LIFECYCLE MANAGEMENT SERVICE
13 AGREEMENT – #KSA_COFW_030326Rev2 - between KENDALL GROUP, INC.
14 and the City of Fort Wayne, Indiana, as a Special Procurement under I.C. 5-22-10
15 by and through its City Utilities Department, is hereby ratified, and affirmed and
16 approved in all respects, respectfully for:

17 All labor, insurance, material, equipment, tools, power,
18 transportation, miscellaneous equipment, etc., related to
19 automation control hardware, low-voltage and medium voltage
20 drives, communications software, information automation
21 software and support, medium and low-voltage preventative
22 maintenance, repairs, assessments, training, and continuous 24-
23 hour support;

24 involving a total cost of THREE MILLION NINE HUNDRED FORTY THOUSAND
25 FIVE HUNDRED TWENTY-FOUR AND 00/100 DOLLARS - (\$3,940,524.00) all as
26 more particularly set forth in said the LIFECYCLE MANAGEMENT SERVICE
27 AGREEMENT which is on file in the Office of the Clerk, and is by reference
28 incorporated herein, made a part hereof, and is hereby in all things ratified,
29 confirmed and approved.
30

Rockwell Automation
Western Michigan
1121 133rd Avenue
Wayland, MI 49348
Tel 1.269.792.7000 Fax 1.269.792.7001
www.rockwellautomation.com

**Rockwell
Automation**

January 5, 2023

City of Fort Wayne
200 E. Berry St. Suite 250
Fort Wayne, IN 46802-1804

Subject: Sole Source Justification

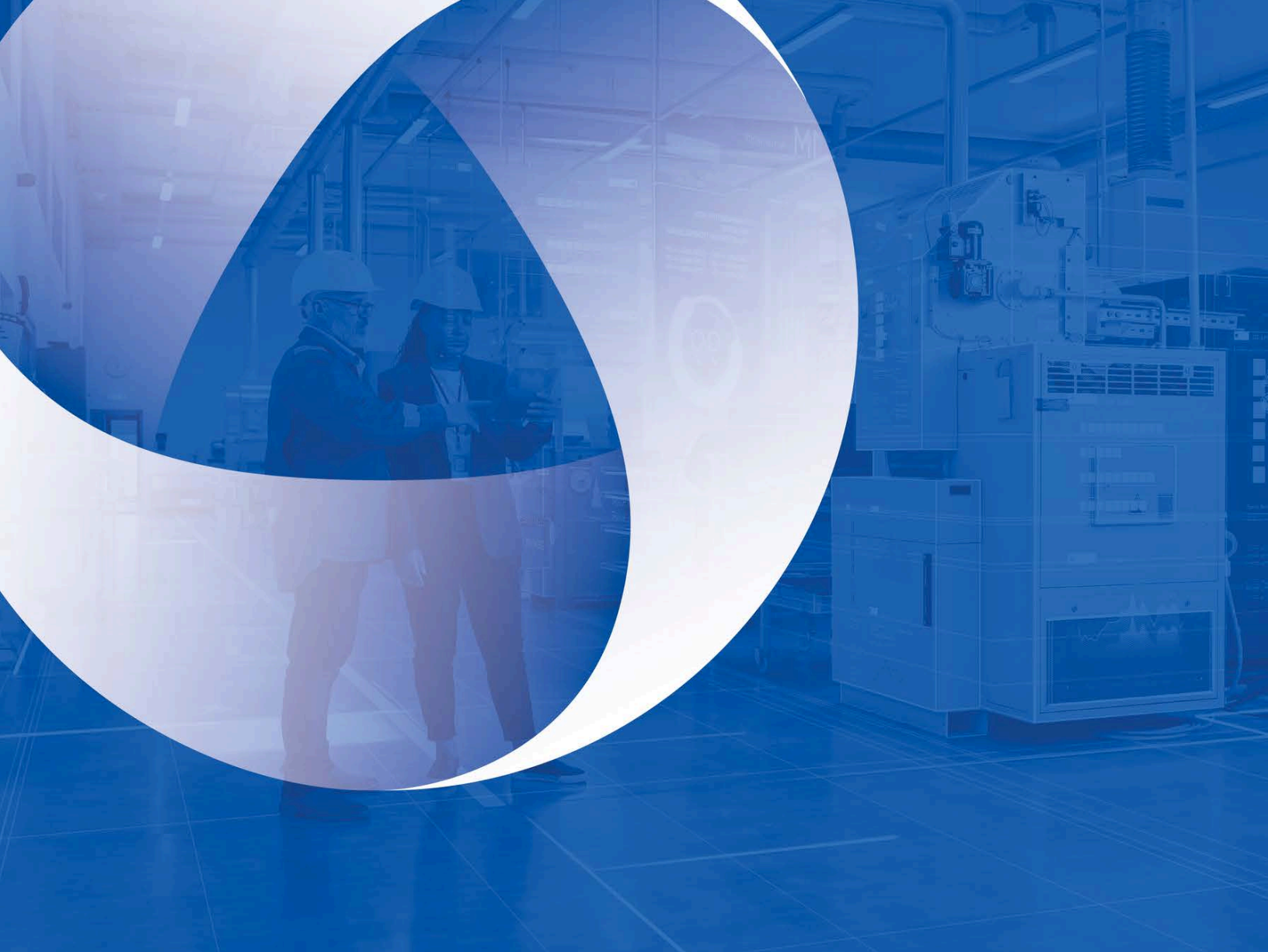
This letter is to confirm that Kendall Electric in Fort Wayne, Indiana is the only appointed Allen-Bradley/Rockwell Automation distributor, authorized to sell and support Allen-Bradley/Rockwell Automation products and services, in the geographic area in which your Fort Wayne facility is located.

As a matter of Rockwell Automation company policy, full factory product and sales support is made available only to the authorized distributor in any given geographic region. Rockwell Automation discourages the use of other non-authorized sources, including distributors who may hold an Allen-Bradley/Rockwell Automation appointment in another region.

Should you have any further questions, please do not hesitate to contact me.

Best Regards,

Emil Mathew
Water/Wastewater Account Manager
Rockwell Automation
(269) 364-7593 Mobile (Preferred)
Email: emil.mathew@rockwellautomation.com



**KENDALL
ELECTRIC**

Your Possibility. Our Purpose.

Kendall Service Agreement

Aligned With Your Goals. Built for Your Future.

Final Performance Level Proposal

Created By:

Andrea Holme
Kendall Electric
Lansing, Michigan

Prepared For:

Brian Robinson
City of Fort Wayne
Fort Wayne, Indiana

Your Trusted Advisor



Dear Brian,

At Kendall Electric, partnership isn't just a word, it's our promise. We are committed to exceeding your expectations every day by delivering solutions that simplify complexity and empower your success.

As a result of our recent conversations, please find attached your proposal for a Kendall Service Agreement, designed specifically for City of Fort Wayne. This agreement brings together a flexible portfolio of services that are tailored to your priorities to provide comprehensive support in a planned, purposeful, and predictable way.

With over 1,300 owner-associates and 60+ locations, Kendall combines deep expertise with a culture of ownership to help you navigate every step of your projects and plans. Our goal is simple: to accelerate your success through knowledgeable resources, proactive solutions, and an unwavering commitment to partnership.

Thank you for the opportunity to collaborate. We look forward to working together to achieve your goals and build a foundation for long-term reliability and growth.

Best Regards,

A handwritten signature in cursive script that reads "Andrea Holme".

Andrea Holme
Lifecycle Services Solution Consultant
Kendall Electric
andrea.holme@kendallelectric.com
(616) 886-0880

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About A Kendall Service Agreement

At Kendall, partnership is more than a word, it's our promise. We believe your success is our success, and every Kendall Service Agreement reflects that commitment. This is not just support; it's a strategic alliance built on trust, collaboration, and shared goals.

Rooted in years of customer feedback, the Kendall Service Agreement consolidates essential support into one cohesive plan with proactive strategies and predictable costs, which help you reduce risk, improve uptime, and prepare for the future of manufacturing.

Every interaction is guided by our promise to stand with you, anticipate your needs, and deliver measurable outcomes.

Partnership That Powers Progress.



Performance Level Entitlement Summary

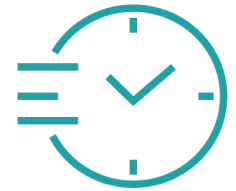
Service	Overview	Associated Appendix
Increase Uptime		
Rockwell Automation Remote Support	24x7x365 System Level Remote Support for the following groups: Automation Control Hardware, Low Voltage Drives, Medium Voltage Drives, HMI Communication Software, Information Automation Software. Monday-Friday 8AM-5PM Support for: Legacy Hardware	A
Rockwell Automation Software Support	Access to software updates, supported version download access, security patches, and bug fixes on supported serial numbers.	B
Rockwell Automation Medium and Low Voltage Preventative Maintenance	Preventative maintenance services and extended parts warranty as outlined in the associated appendix.	C
Reduce Overhead		
Repair Allowance	\$30,000 to be used over the term of your agreement.	A
Understand Risk		
Automation Assessment	One-Time, Level 2 collection of 290 panels and the stockroom. You will also receive a final report and readout, as well as access to your data in the MyEquipment portal for the term of your agreement.	D
Execute Solutions		
Kendall Block of Time	200 hours to be used over the term of your agreement.	n/a
Rockwell Automation Block of Time	600 hours to be used over the term of your agreement.	A
Workforce Enablement		
Learning+ Flex Virtual Training	5 seats per year over the term of your agreement.	A
Virtual Arc Flash Training	10 seats per year over the term of your contract.	n/a
Accelerate Success		
Kendall Accelerator Sessions	2 per year of your contract.	n/a
Progress Session Series	Access to all sessions corresponding to your agreement inclusions.	n/a
Customer Success Advocate	Access to a Customer Success Advocate throughout your contract.	n/a

Pricing Summary

Pricing Overview	
Total Agreement Price	\$3,940,534
Agreement Term	5-years
Annual Price	\$788,112 (\$394,056 per plant)
Invoice Frequency	Annually
Invoice Amount	\$788,112 (\$394,056 per plant)

Rockwell Automation Remote Support 24x7 System Level

Simplify Troubleshooting. Accelerate Resolution.



Rockwell 24x7 System Level Remote Support: Your direct line to expertise—keeping your operations reliable, efficient, and ready for what's next.

Managing software updates, product notifications, and troubleshooting across multiple devices can feel overwhelming. Rockwell's System Level TechConnect makes it simple by giving your team direct access to senior Rockwell Automation engineers and a single dashboard for all the tools and resources you need.

Why It Matters:

- **Faster Issue Resolution:** Remote desktop troubleshooting and live video support minimize downtime and keep production moving.
- **Expert Guidance:** Connect with senior-level engineers who know Rockwell Automation hardware, software, and legacy systems inside and out.
- **Proactive Support:** Stay ahead with timely product notifications, software updates, and a digital assist library for step-by-step guidance.

What's Included:

- **24/7 Remote Support Access**
Senior engineers available year-round via:
 - Telephone Support
 - Remote Desktop Troubleshooting
 - Live View Support (video feed + augmented reality annotations)
- **MyRockwellAutomation Dashboard**
Tailored access to:
 - Service & Software Entitlements
 - Literature Library
 - Lifecycle Status Search
 - Compatibility & Download Center
- **Software Maintenance**
 - Emergency Software Replacement
 - Version Updates & Downloads*
- **Knowledge Resources**
 - Rockwell Automation Knowledgebase
 - Searchable Tech Notes & Interactive Forums
 - Product Notifications
 - Email Support
 - Digital Assist Library for guided maintenance tasks

Please refer to [Appendix A](#) for further details.

*Software version updates and replacement are available for most software purchased prior to 2021. Later purchases include individual support agreements, which can also be covered under your Kendall Service Agreement.

Rockwell Automation Software Support

Simplify Software Management. Ensure Access. Stay Ahead.



Software Support through the Commerce Portal: Your streamlined solution for clarity, compliance, and confidence.

Managing software licenses and updates shouldn't slow you down. The Rockwell Software Commerce Portal provides a streamlined, user-friendly interface to assign licenses, track usage, and ensure your team always has access to the latest versions your facility needs.

Licenses purchased after 2021 are managed through the Portal's contract system, giving you easy entitlement and maintenance access for updates, version downloads, and general software support.

With Commerce Portal maintenance contracts, you can:

- **Access Software Updates and Supported Version Downloads**
- **Search and View Knowledgebase Resources**
- **Submit Questions for Expert Support**

For **Perpetual Licenses** (licenses you own), support and maintenance align with the term of your Kendall Service Agreement—ensuring consistent, dependable access.

For **Subscription Licenses** (licenses for a defined period), support and maintenance also align with your agreement term for seamless continuity.

For a complete listing of your Commerce Portal software and corresponding support levels, please refer to [Appendix B](#). Updates can be made upon request.

Rockwell Automation Repair Allowance

Control Your Budget. Protect Your Performance. Plan With Confidence.



Repair Allowance: Your strategic solution for cost control, reliability, and confidence.

Unexpected product failures can disrupt operations and strain budgets. A Repair Allowance gives you a smarter, more predictable way to manage these costs, so you stay in control and keep your systems performing at their best.

Your Kendall Service Agreement includes a dedicated fund of **\$30,000** over the contract term, available for expert repair and remanufacturing services. This approach eliminates the hassle of processing repairs one by one and adds bonus dollars to stretch your budget even further.

When repairs are processed through your Kendall Service Agreement, you benefit from:

- **Extended Warranty Protection:** Receive a 1–2-year warranty based on service level.
- **Quality You Can Trust:** Every remanufactured Rockwell Automation unit undergoes the same rigorous end-of-line testing as new equipment—so it performs like new.
- **Significant Savings:** Reduce costs while restoring critical automation equipment to peak performance.

The result? Predictable budgeting, dependable quality, and peace of mind knowing your operations are protected.

Please refer to Appendix [A](#) for details.

Automation Assessment

From Insight To Impact: Drive Sustainable Performance With A Kendall Automation Assessment.

Your operation is evolving—new technologies, rising safety standards, and changing workforce dynamics demand clarity and confidence. Without a complete view of your automation assets, progress can stall. A Kendall Automation Assessment equips you with actionable insights to protect uptime, control costs, and position your plant for future success.

Our on-site evaluation establishes a clear baseline of your automation assets and storeroom inventory. We identify lifecycle status, environmental conditions, and inventory gaps, then deliver strategic recommendations to help you:

- **Extend asset lifecycle** and optimize spare parts inventory without compromising quality or production goals.
- **Empower your workforce** by pinpointing skill gaps and development opportunities.
- **Boost performance and reliability** while reducing maintenance costs.
- **Enable IT/OT convergence** with secure, future-ready architectures.
- **Advance sustainability** through energy efficiency initiatives.
- **Prevent downtime and unexpected costs** by proactively mitigating risks.



This isn't just a report, it's a roadmap for continuous improvement. With intuitive MyEquipment dashboards, you gain secure, real-time access to obsolescence risk analysis, inventory insights, and actionable data, all in one platform.

Note: This assessment is based on a visual inspection of **290** panels of **Level 2** equipment in their operating state and physical location at the time of inspection. Kendall Electric does not move, disassemble, or modify equipment during this process.

Please refer to **Appendix D** for more details on your entitlement.

Kendall Block Of Time

Your Hours. Your Priorities. Kendall Expertise When You Need It Most.



Kendall Block of Time: Your flexible, cost-effective solution for expert engineering support and operational confidence.

When challenges arise, having access to trusted expertise can make all the difference. A Kendall Block of Time gives you **200** hours of dedicated local Kendall Electric engineers that ready to assist with troubleshooting, design, evaluation, and modernization of your systems.

Automation Engineering Services Include:

- Drive and Motion Troubleshooting
- Capacitor Reforming
- Flashing Device Firmware
- PLC Troubleshooting
- Migration and Modernization
- Automation System Design

Network Engineering Services Include:

- Network Troubleshooting
- Wireless Site Survey
- Network Consulting

Kendall Blocks of Time are designed for proactive, planned usage during standard business hours (Monday–Friday, 8 a.m.–5 p.m.), ensuring you have expert support when you need it most.

Additional Details:

- Travel: 1 travel hour = 1 BOT hour
- Overnight stays: 1 overnight = 1.5 BOT hours
- Overtime (as available): >8 hrs/day or Saturday = 1 hour = 1.5 BOT hours
- Sunday (as available): 1 hour = 2 BOT hours
- Unused hours are non-refundable and must be utilized during the contract term.

Partner Block Of Time - Rockwell Automation

Plan Ahead. Secure Expertise. Streamline Service.



Rockwell Block of Time: Faster, smoother access to trusted Rockwell support.

When you need expert support, speed and simplicity matters. A **Rockwell Block of Time** ensures the process is significantly faster, smoother, and more predictable than traditional service requests, helping you keep operations on track.

Your Kendall Service Agreement can include a fixed block of hours for dedicated Rockwell Automation professionals who work under your direction and can be deployed for emergency troubleshooting, scheduled maintenance, and non-fixed scope projects.

Why It Matters:

- **Faster Access:** Pre-purchased hours reduce administrative delays, so you get expert support when you need it most.
- **Cost Efficiency:** Significant savings compared to standard hourly rates.
- **Flexibility:** Apply hours to a wide range of services, from urgent repairs to planned improvements.

Common Services Include:

- Emergency call-out, troubleshooting, and fault analysis
- Hardware and software implementation, adoption, and optimization
- Drive, HMI, and control system maintenance
- Installation verification and MCC/Drive cabinet inspection
- Product advisory implementation
- On-the-job training
- Software and firmware revision management
- Computer management
- Drive and motion tuning

Learning+ Flex Virtual Training

Upskill Your Workforce. Learn Anytime. Adapt With Confidence.



Learning+ Flex: Your flexible solution for smarter operations and a future-ready workforce.

Building technical expertise shouldn't be complicated. **Learning+ Flex** gives your team the freedom to learn on their terms, providing flexible, on-demand training that strengthens skills and drives operational success.

What's Included:

- Concurrent licenses that can be reassigned by your Learning+ Administrator for maximum flexibility
- Access to 40+ automation courses
- Self-paced and virtual, instructor-led options
- Administrative dashboard for easy user management
- Certificates of completion for e-learning
- Genius webinars and product spotlight mini-courses

Core Subject Areas:

- Control
- Drives
- Motion
- Visualization
- Process
- Industrial Networking
- Software
- Cybersecurity
- Safety

With **Learning+ Flex**, your team gains practical knowledge and confidence, empowering them to solve problems, reduce downtime, and accelerate modernization.

Safety Starts Here: Virtual Arc Flash Training For Confidence And Compliance.



Virtual Arc Flash Training: Your proactive solution for safety, compliance, and peace of mind—delivered wherever you are.

Meeting NFPA 70E requirements for electrical safety training doesn't have to be complicated. With Kendall's **Virtual Arc Flash Training**, we make compliance quick and convenient, offering expert-led, 4-hour classes hosted throughout the year so your team can learn without leaving the facility.

This interactive training equips attendees with practical techniques and best practices to limit exposure to electrical hazards and reduce risk.

Key Concepts Covered:

- Hazards related to Arc Flash/Blast
- Industry-recognized standards and regulations (NFPA 70E)
- Worker protection and OSHA compliance
- Workplace practices to limit hazard exposure
- Arc Flash risk reduction solutions
-

Your team will gain essential safety detection skills to protect themselves and their coworkers—building a culture of safety and operational confidence.

Details:

- **10** virtual training seat(s) per year
- Seats apply to a single contract year; unused seats cannot roll over
- Registration opens 90 days in advance and is subject to availability
- Registration process will be reviewed during your Kick-Off Meeting with your Customer Success Advocate

Kendall Accelerator Sessions

Accelerate Progress. Build Momentum. Unlock What's Next.



Kendall Accelerator Sessions: Your catalyst for clarity, confidence, and continuous improvement.

Kendall Accelerator Sessions are designed to help you move faster toward your objectives with clarity and confidence. These interactive, strategy-focused sessions simplify complexity and provide actionable insights that create momentum for modernization and innovation initiatives.

Rather than deep technical training, Accelerator Sessions emphasize **big-picture outcomes** that drive progress:

- **Future-Ready Planning:** Understand what's next and how to prepare for it.
- **AI Readiness Evaluation:** Explore how AI can fit into your operations and what steps to take now.
- **Collaborative Modernization Planning:** Work with Kendall experts to prioritize upgrades and build a roadmap for reliability and growth.
- **Risk Reduction Strategies:** Identify vulnerabilities and prioritize improvements.
- **Operational Efficiency:** Discover ways to optimize processes and resources.

Led by Kendall experts and trusted partners, these sessions are collaborative and tailored to your priorities—helping you make informed decisions and accelerate progress without unnecessary complexity.

Customer Success Advocate

Customer Success Advocate: Turning Goals Into Measurable Results.

Customer Success Advocate: Your trusted partner for clarity, confidence, and continuous improvement.

Your Customer Success Advocate is more than a point of contact, they are your strategic partner, dedicated to helping you unlock the full potential of your Kendall Service Agreement. Guided by Kendall's commitment to listening, advocacy, and proactive solutions, your advocate ensures every entitlement aligns with your goals and delivers meaningful results.

From onboarding through renewal, they provide clarity, coordination, and confidence so you can focus on what matters most: accelerating growth and minimizing downtime. Whenever questions arise, your advocate is your go-to resource, turning complexity into simplicity and challenges into opportunities.



Progress Session Series

Progress In Action: Virtual Sessions That Drive Adoption And Unlock Value.



Progress Session Series: Your catalyst for clarity, confidence, and continuous improvement.

Progress isn't just a goal; it's a journey we take together. Kendall's **Progress Session Series** is a virtual training initiative designed to help you get the most from your Kendall Service Agreement. Hosted by your Customer Success Advocates, these live, web-based sessions deliver practical guidance and actionable insights to accelerate onboarding, optimize essential tools, and align with evolving operational needs.

Why It Matters:

- **Accelerate Adoption:** Quickly integrate key entitlements into your workflows.
- **Maximize Value:** Ensure your investment delivers measurable outcomes.
- **Stay Future-Ready:** Keep pace with changing technologies and opportunities.

Offered multiple times throughout the year, these sessions provide flexibility to refresh your knowledge, onboard new team members, and deepen expertise—without unnecessary complexity.

Kendall Electric Terms And Conditions Of Sale



This quotation is an offer to sell you the products and/or services described herein on the terms set forth above and on our negotiated Terms and Conditions of Sale which are located on the next page.

THE KENDALL GROUP TERMS AND CONDITIONS OF SALE

1. AGREEMENT.

1.1. General. These terms and conditions of sale (the “**Terms and Conditions**”) shall exclusively govern the provision of Products and Services by The Kendall Group, Inc., which does business as Kendall Electric, Kendall Lighting Center, Great Lakes Automation Supply, Galloup, Merlo Energy, Forberg Smith, and Forberg Smith Process Solutions (“**Company**”) to City of Fort Wayne, Indiana (“**Customer**”). Company and Customer are each a “**Party**” and collectively “**Parties**” under these Terms and Conditions. Company will provide certain goods, items, software, or equipment (“**Products**”) or professional, engineering, consulting, networking, maintenance or other services described on Company’s proposal or statement of work (the “**Services**”), which Products and/or Services are ordered by Customer under a purchase order or otherwise (each, an “**Order**”). Company’s acceptance of Customer’s purchase order is subject to Customer’s acceptance of these Terms and Conditions. Customer’s order of any Products or Services, issuance of a purchase order, and/or Company’s receipt of full or partial payment for Products or Services ordered from Company shall constitute Customer’s unconditional acceptance of these Terms and Conditions. Company hereby expressly objects to and rejects any other terms and conditions as may be proposed on or referenced within an Order or any other transaction document supplied by Customer or within a Customer portal, electronic data interchange, or otherwise.

1.2. Conflict and Amendment. Each Order will be exclusively governed by these Terms and Conditions. If there is any conflict or inconsistency between these Terms and Conditions and any Order, these Terms and Conditions will control. No addition or modification to these Terms and Conditions shall be binding unless set forth in a separate written amendment to these Terms and Conditions, stating the Section(s) to be supplemented or modified, signed by an authorized representative of each Party. If Company and Customer conduct electronic transactions, whether by a portal, electronic data interchange, .xml, or otherwise, Customer agrees that (a) these Terms and Conditions are incorporated into and exclusively govern each and every such transaction; (b) any click-through terms and conditions or terms and conditions otherwise incorporated by reference in any Customer portal, electronic data interchange, or otherwise are hereby rejected by the Parties and shall have no effect; (c) Customer shall not contest any contract of sale resulting from an electronic transaction under the provisions of any law relating to whether agreements must be in writing or signed by the Party to be bound thereby; and (d) Customer shall not contest the admissibility of copies of electronic records under the business records exception to the hearsay rule, the best evidence rule or any other similar rule, on the basis that such records were not originated or maintained in documentary form.

2. TERM AND TERMINATION; CHANGES.

2.1. Term for Each Order. Each Order shall remain in effect until: (a) it is terminated or cancelled as provided in these Terms and Conditions; (b) it has expired on its own terms; or (c) the Order has been fulfilled.

2.2. Termination for Cause. Either Party may terminate any Order immediately upon written notice to the other Party if the other Party: (a) fails to perform any of its material obligations under these Terms and Conditions and fails to correct such failure within twenty (20) days after receipt of written notice; (b) stops conducting business in the normal course, admits its insolvency, makes an assignment for the benefit of creditors or becomes the subject of any judicial or administrative proceeding in bankruptcy, receivership or reorganization and the proceeding is not dismissed within ninety (90) days after it begins. If Customer fails to pay any indebtedness Customer owes to Company, then Company may consider Customer’s failure to be an anticipatory repudiation of any or all outstanding Orders, and Company may, without liability to Customer, terminate any or all of those outstanding Orders. In the event of termination by a Party under this Section 2.2, Customer shall pay Company for all Products shipped and Services performed through the date of termination.

2.3. Termination for Convenience. Company reserves the right to cancel any Order prior to shipment for causes beyond the reasonable control of Company without liability to Customer for such cancellation. Except as set forth in Section 2.2 or as may be expressly provided in Company’s proposal, Customer does not have any right to cancel its agreement to buy the Products or Services from Company. If, however, Company agrees in writing to permit cancellation, Customer shall pay Company for all Products shipped and Services performed through the date of termination plus any actual cancellation costs incurred by Company from its vendor or service provider resulting from such cancellation. Non-stock and custom Orders are not cancellable.

2.4. Changes. Customer may make written request to add, alter, or deduct from the Products or Services in the applicable Order or request any other changes to the Order by issuing a written request to Company, subject to acceptance by Company. If any request accepted by Company results in an increase in cost or delay in schedule, the Parties agree that an equitable adjustment shall be made and set forth as an amendment or change to the Order.

3. PRICE AND PAYMENT.

3.1. Fees. Customer will pay Company the amount set forth in the applicable invoice for the Products and Services. Written quotes and proposals are valid for thirty (30) days, unless otherwise stated on the proposal or quote. For Services, unless otherwise provided on the applicable proposal from Company, Customer will pay the fees on a time-and-material basis based on Company’s then-current rates and charges for the Services. Any estimate provided by Company is not a guarantee and may be decreased or increased to reflect actual hours expended by Company.

3.2. Invoices. All invoices shall be paid within thirty (30) days of issuance, unless alternate payment terms are extended to Customer by Company’s credit department, in which event such alternate payment terms shall take precedence. Customer expressly agrees no set-offs or back charges against invoices are permitted. If the invoice is not paid in full by the due date, Customer agrees to pay a late payment charge at the rate of one and one-half percent (1-1/2%) per month, or the maximum late payment charge permitted by applicable law, whichever is less, on any unpaid amount. Company may apply any payment received to any delinquent amount outstanding.

3.3. Taxes. Company’s rates and charges do not include any amounts for taxes. Customer will pay all applicable taxes levied against Customer by any tax authority based on the Services performed and Products purchased from Company, excluding any taxes based upon Company’s income.

4. DELIVERY AND INSPECTION; ONSITE SERVICES.

4.1. Delivery and Risk of Loss. Unless Company otherwise specifies in its proposal, Company shall deliver Products FCA (Incoterms 2020) Company’s facilities, or the point of origin if the Products are shipped directly to Customer from a third-party. Risk of loss shall pass to Customer upon delivery of Products to the carrier. Title to Products shall pass upon delivery to Customer, provided, however, Company reserves and Customer grants to Company a security interest in the Products sold and the proceeds therefrom to secure full payment and performance by Customer of its obligations and liabilities to Company. While dates for shipment, delivery, or performance are estimates only, Company shall make commercially reasonable efforts to meet the dates set forth in the Order. In no event shall Company be liable to Customer for any liquidated or other damages resulting from delays.

4.2. Onsite Services. When onsite at Customer’s premise, Company will use all reasonable efforts to comply with Customer’s internal policies, procedures and rules provided to Company in writing, including, those relating to environmental protection, health, safety, work and security.

4.3. Acceptance. Claims for any nonconforming Products or Services must be made by Customer, in writing, within forty-eight (48) hours of delivery of Product to Customer or thirty (30) days after the completion of the Services, after which time Customer will be deemed to have accepted such Products or Services. Customer’s acceptance under this Section 4.3 shall not waive Customer’s rights under any warranty for defective Products or Services set forth in Section 6.

5. Product Safety and Permits. Customer is solely responsible for verifying Products conform to Customer’s plans and specifications and are fit for Customer’s intended use. Customer shall comply with any applicable local, state, or national codes, rules, regulations, and laws for approved Product installation and operation. Customer is responsible for obtaining any permits or licensing required for the installation and operation of Products and shall install and operate the Products properly and in accordance with the Products’ operating instructions, if any. Customer shall not remove or change any safety device, warning or operating instructions placed on the Products.

6. WARRANTIES.

6.1. Products Manufactured by Company. Company warrants that any Products manufactured by Company (as specified in Company’s proposal) will be free from defects in material or workmanship under normal and intended use and service for a period of one year from the date of delivery. If a Product manufactured by Company proves to be defective within one year of delivery, then Company shall, at its option: (i) repair or replace the Product at Company’s

expense; (ii) permit Customer to repair the Product and reimburse Customer for its direct costs in correcting the defect; or (iii) credit to Customer the price that Customer paid to Company for the defective Product. Products shall not be considered defective to the extent they: (a) conform with drawings or specifications provided by Customer; or (b) were damaged due to inappropriate storage, use, or installation by Customer. Company will not pay for Customer's labor costs or charges in correcting defects nor will Company accept any returned Products for credit unless Company has provided advance written authorization. Company shall have the option of requiring the return of the defective Products, transportation prepaid, and proof that the Products were not used, installed, or altered or subject to misuse or abuse to establish the claim. Returned Products are subject to freight, handling, and restocking charges. If Company determines that a Product is not defective, it may be returned to Customer at Customer's expense. This Section sets forth Customer's sole and exclusive remedy for any defect in the Products manufactured by Company. Customer will notify Company in writing of any breach of this warranty within one year after Product delivery.

6.2. Services Performed by Company. Company warrants that any Services performed by Company (as specified in Company's proposal) will be performed in a workmanlike manner. If a Service performed by Company proves to be defective (as defined below) within forty-five (45) days after Company performs the Service, then Company shall, at its option, either re-perform the Service at Company's expense, or refund to Customer the price that Customer paid to Company for that part of the Service that was defective. A Service shall be considered "defective" if it is found by Company to have failed to meet the standards in Company's industry and if that failure materially impairs the value of the Service to Customer, except that if Customer furnished to Company specifications for the Service, then the Service shall not be considered defective to the extent it conforms to the specifications. This Section sets forth Customer's sole and exclusive remedy for any defect in Services provided by Company. Customer will notify Company in writing of any breach of this warranty within forty-five (45) days after completion of the Services.

6.3. Pass-Through Warranties. Company does not design, manufacture, alter, modify, test, inspect, package or provide labeling, instructions, or warnings for the Products it distributes, nor does Company actually perform the Services it sells, unless otherwise specified in Company's proposal that Company is performing the Services or manufacturing the Products. To the extent transferrable, Company hereby assigns all rights it may have arising out of the warranties given to it by any manufacturer of Products or performer of Services purchased by Company and resold to Customer, and Customer will look solely to such warranty in the event of a claim or action relating to such Products or Services. Company will use all reasonable efforts to assist Customer in making any valid warranty claim to the manufacturer of any Products or performer of Services purchased by Customer from Company. Customer is solely responsible for determining the proper application and use of any Products as well as the actual installation and/or connection of any such Products.

6.4. Disclaimer. The only warranties applicable to any Products or Services provided under an Order are the warranties specified in this Section 6 and the warranties (if any) provided to Customer from the manufacturer of the Products and the performer of the Services resold to Customer by Company, and assigned to Customer under this Section 6. EXCEPT AS TO THOSE WARRANTIES PROVIDED IN THIS SECTION 6, COMPANY EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY, NON-INFRINGEMENT, OR FITNESS FOR ANY PARTICULAR PURPOSE AS TO THE PRODUCTS AND SERVICES PROVIDED UNDER THE APPLICABLE ORDER.

7. INDEMNIFICATION.

7.1. General. Each Party shall indemnify, defend, and hold harmless, the other Party and its officers, directors, employees, and agents (each an "Indemnified Party") from and against all direct damages, liabilities, losses, claims, actions, and expenses imposed on the Indemnified Party by a third-party, to the extent caused by the indemnifying Party's negligence resulting in property damage or personal injury, including death.

7.2. Custom Products and Services. If Customer has hired Company to provide custom Products or Services, Customer shall indemnify, defend and hold harmless Company and its affiliates, officers, directors, employees, and agents from and against all liability, loss, damage, claims, actions, and expenses (including reasonable attorneys' fees) that Company incurs as a result of infringement of the proprietary rights of a third-party or any other claim resulting

from the manufacture or sale of Products or performance of Services according to Customer's specifications.

7.3. Requirements. The indemnifying Party's obligations under this Section 7 are subject to the Indemnified Party providing the indemnifying Party with: (a) prompt written notice of the claim; (b) reasonable assistance in the defense of such claim; and (c) full authority to defend and settle the claim, provided, however, the indemnifying Party shall not make any admission or settlement which creates any liability for the Indemnified Party without first obtaining the Indemnified Party's written consent, which consent shall not be unreasonably withheld.

7.4. Exceptions. Notwithstanding the foregoing, neither Party shall be required to indemnify the other Party to the extent that such claims or damages are caused by the Indemnified Party's negligence or breach of these Terms and Conditions.

8. LIMITATIONS. NEITHER PARTY SHALL BE LIABLE TO THE OTHER OR ANY THIRD PARTY FOR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF CAPITAL, PRODUCT, PROFITS, USE, OR DATA. EACH PARTY AND COMPANY'S VENDORS' MAXIMUM AGGREGATE LIABILITY SHALL IN NO EVENT EXCEED THE AMOUNT PAYABLE BY CUSTOMER TO COMPANY FOR THE PRODUCTS OR SERVICES GIVING RISE TO THE CLAIM. ANY ACTION BY EITHER PARTY MUST BE BROUGHT WITHIN TWELVE (12) MONTHS AFTER THE CAUSE OF ACTION ACCRUES. THESE DISCLAIMERS AND LIMITATIONS WILL APPLY REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), INDEMNITY, OR OTHERWISE. THIS SECTION IS NOT INTENDED TO LIMIT OR EXCLUDE A PARTY'S LIABILITY FOR ANY MATTER WHICH LIABILITY CANNOT BE LIMITED OR EXCLUDED BY LAW. THE FOREGOING LIMITATIONS SHALL NOT APPLY TO CUSTOMER'S PAYMENT OBLIGATIONS OR A PARTY'S OBLIGATIONS UNDER SECTION 7.2.

9. CONFIDENTIALITY. "Confidential Information" means and includes information regarding either Party's business, operations or activities that is not publicly available and that is: (a) first disclosed in written, electronic, photographic or other tangible form and conspicuously marked "Confidential" or "Proprietary" or the like; or (b) first disclosed in non-tangible form and orally identified as confidential or proprietary at the time of disclosure and is summarized in tangible form and conspicuously marked "Confidential" or "Proprietary" or the like within thirty (30) days of the disclosure. Each Party agrees that it will not use or disclose to any third-party any Confidential Information of the other Party for any reason, except to its employees and agents who require such knowledge to assist them in the performance of their obligations under an Order or these Terms and Conditions. Each Party will take all necessary action to ensure that its employees and agents comply with the confidentiality provisions of this Section 9. Each Party agrees to protect the Confidential Information of the other Party in the same manner it protects its own Confidential Information of like kind, but in no event using less than a reasonable standard of care. Upon termination or expiration of any Order, each Party shall, upon request, return or destroy all Confidential Information of the other Party in its possession or control.

10. INTELLECTUAL PROPERTY.

10.1. Ownership by Customer. All information supplied or otherwise made available by Customer to Company under these Terms and Conditions, including custom specifications provided by Customer ("Customer Materials") shall remain the property of Customer. For clarity, Customer Materials does not include Usage Data or Aggregate Data.

10.2. Ownership by Company. Except as it relates to any Customer Materials, all (i) computer programs, source code, source code listings, object code listings, firmware, design details, algorithms, processes, flow charts, formulae, and related materials (collectively, "Software"), information, materials, concepts, designs, ideas, inventions, developments, trade secrets, and other work produced or advice given by Company, solely or jointly with others, relating to any deliverables provided under an Order; (ii) technical data logs or metrics generated or derived from Customer's use of the Software or Products ("Usage Data"); and (iii) Customer Data that has been deidentified or aggregated with other data such that it no longer identifies Customer ("Aggregate Data") shall belong solely to Company.

10.3. **Third-Party Licenses.** Customer’s use of Products which contain or are comprised of source code, object code, software or firmware developed or provided by a third-party may be subject to a separate license agreement between Customer and such third-party or, in the absence of such, is subject to the terms of any license set forth in such third-party provider’s terms and conditions.

10.4. **Company Licenses.** Software developed by Company for use within a Product or other Customer equipment is subject to the terms and conditions set forth herein. Customer is granted a limited, revocable, non-exclusive, non-transferable license to use Company’s Software only in object code form and solely in conjunction with Company-provided Products or Customer equipment, with no rights to sublicense, disclose, transfer, disassemble, decompile, reverse engineer, or otherwise modify the Software.

10.5. **Customer Licenses.** Customer hereby grants Company and its affiliates a non-exclusive, worldwide, royalty-free license to use, reproduce, transmit, display, analyze, process, transfer and store Customer data: (a) in connection with Company’s provision of the Products and Services set forth in the Order; and (b) to maintain, evaluate and improve the Software, Products and Services. Customer agrees that Company may share Customer data with third-party providers who provide the Products or who provide services to Company in connection with the Products or Services, such as hosting websites, analyzing data, and other professional services.

11. MISCELLANEOUS.

11.1. **Independent Contractor.** Company is an independent contractor and nothing in these Terms and Conditions will be deemed to make Company an agent, employee or joint venturer of Customer.

11.2. **Government Contracts.** Application of any government contract regulations and clauses to an Order is contingent upon the separate review and express written consent by an authorized representative of Company. In absence of such consent, Company hereby objects to and rejects all such terms and conditions. Products sold hereunder are not intended to be used, nor should they be used, in any nuclear-related application.

11.3. **Export.** Customer is responsible for complying with all applicable laws and regulations for any Products it exports.

11.4. **Force Majeure.** Neither Party will be liable to the other Party for any delay or failure to perform its obligations (excluding payment obligations, which may only be delayed but not excused entirely) if such delay or failure arises from any cause beyond the reasonable control of that Party.

11.5. **Recovery.** Reserved.

11.6. **Assignment.** The agreement evidenced hereby may not be assigned or delegated by Customer without the prior written consent of Company, which shall not be unreasonably withheld, conditioned or delayed.

11.7. **Waiver.** No provision of these Terms and Conditions will be deemed waived unless such waiver is in a separate writing and signed by an authorized representative of the Party providing the waiver. Any such waiver provided will not constitute a waiver of any different or subsequent breach.

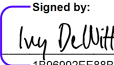
11.8. **Severability.** If any provision of these Terms and Conditions is prohibited or unenforceable by applicable law, the provision will be ineffective only to the extent and for the duration of the prohibition or unenforceability, without invalidating any of the remaining provisions.

11.9. **Entire Agreement.** These Terms and Conditions represent the entire agreement between Company and Customer with respect to the subject matter herein. All prior agreements, representations, statements, negotiations, and undertakings, whether oral or written, with respect to the subject matter herein are hereby superseded.

11.10. **Governing Law.** The agreement evidenced hereby and all disputes arising thereunder will be governed by and interpreted in accordance with the laws of the State of Indiana, excluding the United Nations Convention on Contracts for the International Sale of Goods, without regard to conflict of laws principals. Any action by either Party must be brought within the state or federal courts in the State of Indiana, with venue in Allen County. The Parties consent to the exclusive jurisdiction of such courts and waive any objection that the court is an inconvenient forum.

Accepted.

The Kendall Group, Inc. (“Company”)

By  Signed by: Ivy DeWitt
1B66992EE88B4BC...

Name Ivy DeWitt

Its Lifecycle Solutions Manager

Date 4/24/2026

City of Fort Wayne, Indiana (“Customer”)

By  Signed by: Tara Schilt
B8B071664DBA48E...

Name Tara Schilt

Its Director of Purchasing

Date 4/24/2026

For More Information, Please Contact:

Andrea Holme
Kendall Electric
Lansing, Michigan
andrea.holme@kendallelectric.com
(616) 886-0880



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ELECTRIC**

Your Possibility. Our Purpose.



Appendix A - Integrated Service Agreement

Rockwell Automation Services Agreement

FIXED PRICE PROPOSAL

Fort Wayne - City Utilities.
Fort Wayne, IN

Date of Issue: Friday, February 6, 2026
Quotation #: 352899 (RA Approval - 30594407.1)

Presented to:
Steve Williams
Fort Wayne - City Utilities.
200 E Berry St Ste 250
Fort Wayne, In 46802-2736
United States

Proposed by:
Ivy DeWitt
Kendall Electric Inc
4621 Executive Blvd
Fort Wayne, IN 46808
United States

*Rockwell Automation
1121 133rd Avenue
Wayland, Mi 49348
United States*

expanding **human** possibility®

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Executive Summary

Rockwell Automation is providing robust, standardized, and reusable solutions that can be quickly leveraged within your enterprise. Our solutions are based on industry-tested and proven methodologies and technologies, providing World-Class service levels and significant business value to our clients. Our services help our clients reduce risk, increase productivity, and reduce cost across a broad range of facility operations.

To further understand what is contained in this proposal document, please refer to the detailed descriptions of each of the deliverables in the Statement of Work in Section 1 of this document and/or speak with your Rockwell Automation or Authorized Distributor representative.

<u>Integrated Service Agreement</u>	<u>Integrated Service Agreements combine the core elements of remote support, repair services and field labor into a single agreement with an integrated delivery approach that is easy to maintain and measure.</u>
<u>Repair+ Spend</u>	<u>Rockwell Automation will provide repair services for the site identified in this proposal, at a fixed fee amount. This amount is equal to Customer's desired repair spend with an additional agreed upon repair value. With this agreement, your Rockwell Automation and non-Rockwell Automation repairs are covered through your pre-determined contract limit.</u>
<u>Learning+</u>	<u>Learning+ is a highly interactive web-hosted, training offering. Options are offered for sale as either single course access or annual subscription to a library of self-paced lessons, webinars, and virtual classrooms.</u>

About Rockwell Automation

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

Lastly, when you work with Rockwell Automation, you know you are partnering with an ethical, sustainable organization. Rockwell Automation is a recognized global leader in the area of ethics and compliance, being named a World's Most Ethical Company and winning the BBB International Torch Award and American Business Ethics Award in recent years. Integrity is a core company value that is part of our strategic framework and is an integral part of the company's culture. Many of our accomplishments in the area of ethics, compliance, safety and sustainability are set forth in our latest Corporate Responsibility Report available [here](#).

Rockwell Automation has prepared the Statement of Work set forth in section 1 below for resale by its authorized distributor Kendall Electric Inc.

1 Rockwell Automation Statement of Work for Services

This proposal is offered to Kendall Electric Inc for resale to Fort Wayne - City Utilities. (“Customer”).

1.1 Integrated Service Agreement – Essential Level

An Integrated Service Agreement (ISA) from Rockwell Automation brings together the complete suite of core services required to enable you to **maximize the value** of your Rockwell Automation investments across your facility. This Agreement combines the core elements of remote support, repair services and field labor into a single agreement that is easy to maintain, measure and interact with. These services are then enhanced with an integrated delivery approach making it easier to do business with Rockwell Automation and ensuring a best-in-class experience that offers access to the services required when needed. Additionally, this agreement can provide information regarding your installed base to help better understand your lifecycle investment. We include proactive reporting that offers key visualizations and insights to the agreement usage, as well as engagement with contract management to ensure you are getting the value expected from the agreement.

The multi-tiered model and approach allows flexibility to select the right package of offerings to meet your needs, with customizable options to better align the goals and requirements of your facility.

1.1.1 ISA Covered Site(s)

BPID	Site Name	Address	City	Country
96173	Fort Wayne - City Utilities.	200 E Berry St Ste 250	Fort Wayne, In 46802-2736	United States

Table 1: ISA Covered Site(s)

1.1.2 Summary of Included Services and Service Level Definitions

Service Levels & Content Overview	Service Options
Remote Support	24x7x365 System Level Support
Repair+ Spend	USD 30,000.00
Field Service (hours)*	600 hours
Online Analytics Dashboards	Included
Learning+	Included

*More details on limits in relevant sections below

1.1.3 Remote Support Service

1.1.3.1 Service Description

24x7 System Support allows Customer’s calls to be routed to a group of technical support engineers with proven expertise in Rockwell Automation control systems. Our engineers have deep knowledge of our products, software and legacy hardware and can use remote desktop technology to help troubleshoot or configure products quickly. You will work with a single engineer who manages your cases through

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resolution and follow-up. Access is available 24x7x365. Legacy Remote Support coverage will be 8x5, and best effort outside 8x5.

Customers can also take advantage of the Knowledgebase, their online resource for technical information, support and assistance. The Knowledgebase can assist you in increasing productivity by finding solutions to technical questions more quickly – saving both time and money. The Knowledgebase is updated with the hardware and software solutions from actual support cases. These updates are incorporated dynamically.

System Support includes the following support elements:

- Welcome Kit: Essential support agreement information / Support authorization number / Local support telephone number / User guide
- Real-time, System-Level Support: Standard product and programming software / Advanced software / Proactive follow up / Single-point resolution
- Advanced Engineering Expertise: Get support from system-level support engineers that have multiple years of experience in the industrial automation industry
- Software Maintenance: Online software update downloads
- Online Support Center Access: Knowledgebase tech notes / Interactive forums / Product notifications / Manage service tickets / Submit questions via email
- Learning+ savings and exclusive access: Customers with an active remote support agreement receive discounts and extended access to Learning+ modules offered by Rockwell Automation

Rockwell Automation will provide 24x7 Remote Support coverage (and 8x5 legacy Remote Support coverage) to Customer for the Rockwell Automation Product Families & software serial numbers listed in Section 1.1.3.3 *Remote Support Coverage Details*.

Support included with new Licenses purchased through the Rockwell Automation commerce portal or during this agreement term are not covered by this scope of work. Each new software purchase includes an independent support contract which may be co-termed with your ISA anniversary date. Renewal of these purchases will occur in the Rockwell Automation commerce portal as a separate agreement.

Please work with your Rockwell Automation Customer Success Manager during each ISA renewal to consolidate and extend existing contracts to your next TechConnect renewal date.

There is a grace period of 30 days after the date of the Agreement expiration during which the Customer can still access remote support service.

1.1.3.2 Definitions of Common Terms Used in Services

Technical Phone Support: Rockwell Automation phone support provides technical assistance for installation, configuration, troubleshooting, diagnosis, basic instruction programming and best practice recommendations. With an unlimited phone support agreement, Customer can call as often as needed throughout the term of your Agreement.

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

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

1.1.3.3 Remote Support Coverage Details

Rockwell Automation will provide TechConnectSM Support coverage to Customer for the Rockwell Automation Product Families & software serial numbers listed **below and in Appendix B.**

Hardware Coverage:

Hardware Type
Automation Control Hardware
LV Drives Low HP
LV Drives Med HP
LV Drives High HP
Medium Voltage Hardware
Legacy Hardware

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

1.1.4 Field Services

1.1.4.1 Field Services Usage

This Rockwell Automation Field Services Agreement (“Agreement”) enables Customer to pre-purchase a block of hours for Rockwell Automation scheduled and emergency services at a lower, fixed hourly rate during the term of this Agreement for the site(s) identified in section 1.1.1. The full amount is accessible for the term of this contract.

Total Field Services Hours
600

This agreement will provide Customer access to a Rockwell Automation engineer that will work under the direction of the customer and may be used on an as-needed basis towards the purchase of transactional (non-contract) emergency service, scheduled service or other non-fixed scope services provided by Rockwell Automation as described in this Field Services section.

1.1.4.2 Field Services Depletion

When the Customer calls to schedule service, the value of each service confirmation will be deducted from the balance of service value under the contract. A service confirmation is the record that is created by the field engineer documenting the effort, inclusive of onsite labor hours, travel time, and expenses, to complete the task. All field labor service confirmations submitted within the ISA contract period will align to the ISA contract.

In the event that all of the available Field Services Hours are utilized, Customer has the option to either expand the Field Services Hours or to have subsequent hours processed as standalone transactions outside of this Agreement.

- Rockwell Automation is responsible for notifying Customer when the Field Services Hours have been reached and the customer will be notified via email as well as their usage data in the My Rockwell Portal.

- Additional Field Services Hours may be purchased with a modified Purchase Order or a new Purchase Order. All additional Field Services Hours will have the same billing cycle as the existing agreement unless otherwise requested.
- If Customer chooses to not expand the Field Services Hours, an invoice will be sent for any overage beyond the available Field Services Hours. Subsequent Field Services callouts will be processed as standalone transactions, billed at the individual standard Field Services rates.

1.1.4.3 Unused Field Services Hours

If unused Field Services Hours remain at the end of the Agreement term, up to 50% of the unused amount can be added to the Field Services Hours of a renewal agreement if the renewal is completed on time, before the end date of the existing Agreement, and at an equal or greater value of the original Agreement.

- For multi-year agreements, the unused amount that can be added to the Field Services Hours of a renewal agreement shall not exceed 50% of an annualized Field Services Hours.
- If Agreement is not renewed on time, any hours not used by the end of this agreement term shall be forfeited.
- This applies to both initial Field Services Hours and any Field Services Hours additions.

ISA Field Services Hours are non-transferable, either unused or overage hours, between standalone CBOT contracts, or any other contract.

Contact your local Rockwell Automation Distributor or Sales Office to obtain current field services rates and delivery terms or schedule field services: <http://www.rockwellautomation.com/global/distributor-locator/sales-locator.page>

1.1.4.4 Field Services Coverage

1.1.4.4.1 Labor

Labor is time spent working at customer request, either on-site or off-site. The ISA contract hourly rate will be applied to billable labor time incurred in conjunction with services allowable under this agreement. Overtime charges differ by country. Contact your local Rockwell Automation Distributor or Sales Office for current field services rates and delivery terms. The value of this labor will be deducted from the agreement per the rate schedule that is applicable for the time of day and day of service.

1.1.4.4.2 Waiting Time

Waiting time is non-working time spent waiting at the customer's request or due to circumstances beyond Rockwell Automation's control due to job site conditions. It will be deducted from the contract value per the rate schedule that is applicable for the time of day and day of the service.

1.1.4.4.3 Travel

The travel billing method will be portal to portal and will be based on the ISA contract hourly rate. This hourly charge will be applied to billable travel time incurred in conjunction with on-site services allowable under this Agreement. Billable travel time shall be determined by the field resource's actual travel time as calculated from point of origin to customer destination and onward to the next destination. The value of this travel will be deducted from the agreement per the rate schedule that is applicable for the time of day and day of service.

1.1.4.4.4 Expenses

Expenses incurred in association with local travel (including, but not limited to, tolls and miscellaneous) are deducted at cost and are subject to a 10% administrative fee where regionally applicable. In addition, if receipts are requested an administrative fee may be applied. Non-local travel applies when the field

resource is dispatched from outside of three (3) hours round trip. Expenses incurred in association with non-local travel (including, but not limited to, ground transportation, hotel, and meals) will be deducted as a flat rate charge per night where regionally applicable. Refer to current field services rates and delivery terms.

Additional expenses may apply and include, but are not limited to, air travel, permits, tolls, customs fees and other incidentals. Such expenses are billed at cost and are subject to a 10% administrative fee. The value of these expenses will be deducted from the agreement.

Material expenses are NOT included in this Agreement and will require a separate Purchase Order. Material expenses will be billed according to Rockwell Automation's standard pricing in effect at the time of services, except in cases of prior contractual agreement.

1.1.4.4.5 On Call Time

On call time is non-working time spent off-site at the customer's request ready to respond. The value of this time will be deducted from the agreement per the rate schedule that is applicable for the time of day and day of service.

1.1.4.4.6 Receipts

Receipts for expenses that are requested by the customer are subject to an administrative fee that varies by country. Refer to current field services rates and delivery terms.

1.1.4.5 Field Services Activities

The value of this Agreement may be redeemed for, but not limited to, the following on-site service activities:

- Field Labor services related to Industrial Automation Equipment and Software support (Variable Frequency AC Drives, DC Drives, PLCs, SLCs, PanelView systems, etc.)
- Proactive Service; Breakdown Coverage including Emergency Services, Scheduled Automation Services, Troubleshooting, Low Voltage Drive Startup; Software Deployment; Machine/Line Optimization; and Informal Training

The value of this Agreement may not be redeemed for on-site support activities related to, but not limited to, any of the following:

- Nuclear facilities or applications
- Chemical demilitarization
- Weapons manufacturing
- Military and defense systems
- Offshore oil and gas applications
- Companies owned in whole or in part by a government entity
- Projects intended for shipment to an embargoed destination
- Work locations categorized as Travel Suspended or Travel Restricted pursuant to the Rockwell Automation High Risk Area Travel Security Process
- Customers with existing labor pricing agreements in effect with Rockwell Automation at time of service
- Fixed scope and contract services provided by Rockwell Automation including Network Services, Conversions, and Migrations
- Medium Voltage Startup/Commissioning, Medium Voltage Preventive Maintenance, or Medium Voltage Field modifications
- Any hardware

1.1.4.6 Emergency Onsite Services

The field engineering labor hours can also be utilized for emergency onsite services. These services are available for assistance with an unresolved emergency issue that directly affects an existing installation, is creating a loss of production situation, and cannot be resolved remotely by a Rockwell Automation Technical Support engineer. If an emergency situation exists and is identified when service is requested, an engineer will be identified within 24 hours.

1.1.5 Contract Usage & Analytics Reporting

1.1.5.1 Service Description

In order to provide better visibility of agreements engagement and usage to our customers, your Integrated Service Agreement includes access to data and information pertinent to your agreements via the My Rockwell interface located on the Rockwell Automation website. This site can be accessed via the following address. <https://www.rockwellautomation.com/my/>

This site includes a number of critical pages with information on your site's specific agreement details, agreement usage, information on your installed base and status of repairs.

1.1.5.2 My Services

Under the My Services Section of My Rockwell customers will be able to sign up for access by utilizing their authorization number provided to them upon agreement initiation and provided in their welcome email. This section will provide customer information regarding their current agreements including what coverage levels have been selected as well as the status of these agreements including start and end dates.

This section will also include all the customer remote support ticket interactions **for site(s) listed in section 1.1.1**. This information will include all ticket numbers and notes from those interactions and will be sortable via several different filters.

The final subsection included in the My Services is a section called **Insights**. This section is exclusive to Integrated Service Agreement customers and will include usage on remote support, field service and repair interactions. This information can be sorted with different filters to show adoption and engagement of your users. Some of the deliverables of the Integrated Service Agreement are draw down components that have caps included with their usage. The status of these components will be shared in this section and will display how much of the services has been utilized and how much is remaining.

This section can be accessed directly at <https://www.rockwellautomation.com/my/services/noaccess>.

1.1.5.3 My Repairs

The My Repairs section of My Rockwell is where a customer can access specific repair transactions and get detail regarding the status of these repairs. This section can be accessed directly at <https://www.rockwellautomation.com/my/repairs/quotes>.

1.2 Repair+ Spend Site Agreement

1.2.1 Basis for Statement of Work

The term of this Repair+ Agreement is 5 Years.

This Repair+ Agreement covers the site listed in the table below.

BPID	Customer	Address	City	State/Province	Country
96173	Fort Wayne - City Utilities.	200 E Berry St Ste 250	Fort Wayne	IN	United States

Table 2: Repair+ Covered Site(s)

Rockwell Automation will provide repair services up to the total Repair Value indicated. This will cover remanufacturing, repair, and exchange services for the site(s) identified during the term of this Agreement. This amount is equal to Customer’s desired repair spend with an additional repair capacity.

Total Repair Value
USD 30,000.00

1.2.2 Repair Usage

Total repair usage is the total amount of repair services drawn down during the Agreement term.

1.2.2.1 Repair Drawdown

- If no Special Pricing Agreement (SPA) is in effect for Customer, drawdown from the Repair Value will occur at economy list price for all Rockwell Automation repairs, at any service level. Non-Rockwell Automation repairs will draw down at list price.
- Customers with a valid Repair Special Pricing Agreement (SPA) do not receive both SPA and additional repair capacity.
 - If a valid Repair SPA is provided, Customer will receive whichever is a greater value: Either the Repair Value with no additional SPA discounts or Repair Value with an Adjusted Repair SPA.
 - The Adjusted Repair SPA with Repair Value will be the equivalent of the original Repair SPA and will only be used for the duration of this Agreement.
- Any unit covered under an existing warranty will not apply to the Repair Value.

1.2.2.2 Repair Value Depletion

In the event that all of the available Repair Value is utilized, Customer has the option to either expand the Repair Value or to have subsequent repair services processed as standalone transactions outside of this Agreement.

- Rockwell Automation is responsible for notifying Customer when the Repair Value has been reached.
- Additional Repair Value may be purchased with a modified Purchase Order or a new Purchase Order. All additional Repair Value will have the same billing cycle as the existing Agreement unless requested otherwise.
- If Customer chooses to not expand the Repair Value, an invoice will be sent for any overage beyond the Repair Value. Subsequent repair services will be processed as standalone transactions, billed at the individual standard repair prices.

1.2.2.3 Unused Repair Value

If unused Repair Value remains at the end of the Agreement term, up to 50% of the unused amount can be added to the Repair Value of a renewal agreement if the renewal is completed on time, before the end date of the existing Agreement, and at an equal or greater annualized value of the original Agreement.

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- For multi-year agreements, the unused amount that can be added to the Repair Value of a renewal agreement shall not exceed 50% of an annualized Repair Value.
- If Agreement is not renewed on time, any funds not used by the end of this agreement term shall be forfeited.
- This applies to both initial Repair Value and any Repair Value additions.

1.2.3 Repair+ Coverage

This Agreement applies to the remanufacture of Rockwell Automation products as well as the repair of Non-Rockwell Automation products that Rockwell Automation deems repairable.

- Rockwell Automation Product Repair & Exchange
 - This Agreement covers the repair of all Rockwell Automation products that Rockwell Automation deems repairable. Repairability is subject to change and availability may vary by region.
 - This Agreement covers all service levels for both repair and exchange services. Service level availability may vary by region.
- Non-Rockwell Automation Product Repair Services
 - This Agreement covers the repair of Non-Rockwell Automation products that Rockwell Automation deems repairable. Availability to repair non-Rockwell Automation products may vary by region.
 - Rockwell Automation reserves the right to limit non-Rockwell Automation repair to no more than 50% of the Total Repair Value. Should this amount be exceeded, additional Repair Value funds may be added or overages can be billed in addition to normal billings against the initial purchase order (or new purchase order) provided for this Agreement.
- Fees
 - This Agreement covers any fees associated with a not like-for-like exchange, late core return, and non-return of a core; fees will be drawn down against the Agreement.

Limited coverage applies to the following:

- Discontinued Products
 - Discontinued products that are no longer deemed repairable by Rockwell Automation are not included in this service. Our best effort to support may be offered.
- High HP Drives, Engineered-to-Order and Medium Voltage Equipment
 - Frame 5 drives and larger, along with Engineered-to-Order ^ Medium Voltage products are repaired at the component level.
 - For these products, Customer will need to determine the component that needs repair and the process to remove to send for repair services.
- Inventory Recertification
 - Availability of Inventory Recertification is limited to select regions and select Rockwell Automation repairable products; if available, the repair value can be used for standard Inventory Recertification.
 - Products that require special pricing are not covered under this Agreement.

This Agreement does not cover the following:

- Non-Repairable (Consumable) Rockwell Automation Products
 - Rockwell Automation consumable products are not covered by this Agreement.
- Catastrophic Failure and Products Deemed Not Repairable
 - In the instance a product is inspected by the Rockwell Automation and declared non-repairable to Rockwell Automation quality standards, the product may be returned-less-repaired, and Customer will be charged accordingly.

- In the instance of a catastrophic failure where the entire unit needs replacing or the unit has damage that makes the unit unrepairable without replacing a majority of the product's internal components and/or where remanufacturing the unit does not adequately remove the reliability risk of the product not performing to specification, product will not be covered under this Agreement and is not eligible for priority exchange. New product will need to be purchased outside of this Agreement; Customer will work with Rockwell Automation to understand lead times.
- Direct Replacement
 - This Agreement does not cover the purchase of direct replacement or new products.
 - This Agreement does not apply to potentially available upgrade programs.
- On-Site Labor
 - If on-site field labor is required to assist with replacement or installation of parts, hours can be used from the field service component of this agreement. If this agreement does not include field labor hours, then labor can be arranged by contacting your local Rockwell Automation authorized distributor or sales office.

1.2.4 Repair Services Process

Repair services will cover remanufacturing, repair, and exchange services for the site identified during the term of this Agreement.

- Repair+ Agreement number must be referenced on all transactions. All transactions must be submitted under the site indicated on this Agreement.
- Rockwell Automation or your local authorized Rockwell Automation distributor will process the repair with the designated Rockwell Automation remanufacturing/repair facility.
- Upon completion of the remanufacture/repair, the unit will be returned as directed and a no charge invoice will be generated.
- Any unit deemed non-repairable will be returned-less-repaired.

1.2.4.1 Priority Exchange Service (Exchange)

Where Priority Exchange service is selected, the process below will be utilized:

- A replacement module will be provided in exchange for the failed core (subject to inventory availability).
- If the Exchange program is utilized, a replacement will be shipped in advance of receipt of the failed core. The failed core must be returned to within 15 days of receipt of the advance replacement module. Failed cores that are returned late are subject to a late fee; failed cores that are not returned or returned after the return period are subject to a non-return fee.
- Modules returned for exchange must be returned in repairable condition.

1.2.4.2 Priority Exchange Service Limitations

- Priority service is not available for countries that import, and export laws require the same unit to be repaired and returned.
- Priority service is not available for regulated industries that require the same unit to be repaired and returned.
- Priority service is not available on Frame 5 drives and larger, on Medium Voltage products, or on custom, engineered-to-order products. Repair for these products is at the component level and only select components will be available via priority exchange.

1.2.5 Repair+ Warranty

All remanufacturing, repair, and exchange transactions, both Rockwell Automation products and Non-Rockwell Automation products, shall be warrantied based on the Service Level purchased.

- Customers with negotiated warranty terms or with coverage under a different warranty agreement shall receive the agreed upon warranty, whichever is greater.

1.3 Sustainability Calculator for Repairs Subscription

The Sustainability Calculator for Repairs provides customers with measurable and quantifiable environmental metrics of repairing Allen Bradley products, through Rockwell Automation services, versus buying new products. Customers will be granted access to an analytical dashboard, within the myrockwellautomation.com (myRA.com) portal. The dashboard quantifies the environmental impact and savings of carbon emissions (CO₂e), energy, and waste for Customer repairs and compares these metrics against an estimate of buying new products. This Sustainability Calculator for Repairs tool relies on sourcing non-material or non-sensitive repair data made available by product specifications and utility data to give high-level estimates on savings against buying new.

1.3.1 Basis for Statement of Work

Rockwell Automation shall provide access to the Sustainability Calculator for Repairs only for the site listed in this contract. Access shall be provided to a user or a group of users either at the site itself or within the broader organization. Fort Wayne - City Utilities. maintains the right to extend access to site information to their partner network under written authorization by Fort Wayne - City Utilities..

1.3.2 Sustainability Calculator Deliverables

The Sustainability Calculator for Repairs provides metrics, as well as education and information, to help customers qualify the sustainability impact of repairing products through Rockwell Automation versus buying new products. The reporting and information in the Sustainability Calculator may include the following capabilities:

- Ability to track and measure sustainability objectives by showing quantifiable metrics around carbon emissions, energy, and waste savings for products repaired through Rockwell Automation repair services vs. buying new products.
- Accessibility to sustainability data in easily exportable formats.
- Information on value chain tracking for repair services done through Rockwell Automation.
- Ability to identify and measure Scope 3 emissions for Category 1 and Category 3 and avoided emissions from repairs done through Rockwell Automation.
- Ability to measure waste mitigated from landfill.
- Provide estimates related to cost savings, reduced emissions, and reduced waste by repairing vs. buying new products.

1.3.2.1 Screenshot of Sustainability Report for Repairs Dashboard

Sustainability Report for Repairs

The following report includes the CO₂e Emissions generated through Rockwell Automation repair services. Use the provided filters to quantify the sustainability impact of your orders.

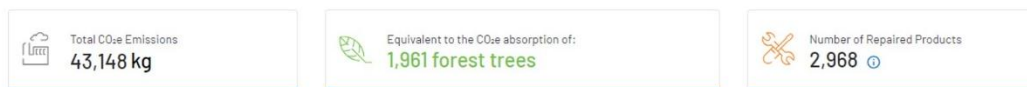
[Learn More](#)

Locations: Year:

Emissions Summary for Repairs

The GHG Protocol classifies Scope 3 emissions into 15 categories of upstream and downstream emissions from the organization's activities.

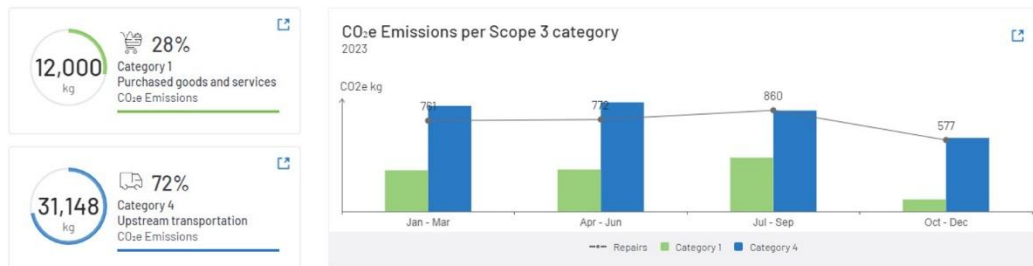
[Learn More](#)



Emission Category Details

Rockwell Automation Repair Services are part of your company's Scope 3 upstream emissions.

[Learn More](#)



Sustainability Insights

Rockwell Automation repair services will help you reduce your carbon footprint, minimize waste, and contribute to the circular economy.

[Learn More](#)



Note: Sustainability Calculator screenshots are provided as representative samples of the interactive experience. Specific visuals, layout, user experience, and presentation are subject to change as the product evolves.

1.3.3 Delivery

The Sustainability Calculator is available through an online portal (www.rockwellautomation.com/my)

Customer access for the site listed above will be made available upon receipt of purchase order and at the beginning of the stated contract term for the site.

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1.4 Learning+

1.4.1 Solution Description

Rockwell Automation offers Learning+, an online training platform accessible on any internet enabled device. Options offered for sale include either short term access to a single automation course or an annual subscription. An annual Learning+ subscription provides modular, self-paced lessons, on demand webinars, and unlimited access to scheduled Virtual Instructor Led Training Courses.

The following table identifies the Rockwell Automation training deliverables associated with this Statement of Work.

Qty	Catalog No.	Description
5	LP-FLEX	Learning+ Flex User

* All Single User, Multi-User, Craft Skills, Educational and 90 day Fast Pass Learning+ training subscription access is non-transferrable between users.

1.4.2 Summary of Learning+ Product Offerings

Rockwell Automation's web-based training courses offer our high quality content, while providing engaging and interactive features that can enhance the learning experience. Virtual Instructor Led sessions comprise lecture and show and tell type lab experiences. For a comprehensive list of Learning+ options, visit [Learning+ Training Subscriptions | Rockwell Automation](#).

For a detailed description of all Rockwell Automation standard courses, please refer to the Course Descriptions found on the Rockwell Automation Training Services website: <https://www.rockwellautomation.com/en-us/support/training.html>. All topics in course descriptions may not be covered due to time constraints.

1.4.3 Rockwell Automation Responsibilities

In summary, the following will be provided:

- Access to Learning+ content through Learning Management System (LMS)

1.4.4 Student Responsibilities

- It is the responsibility of the student to ensure all prerequisites are met.
- The following prerequisite skills have been identified as necessary for attendance in the course(s) designated in the Solution Description:
 - A valid, operational email address
 - Internet service to support access to course content
 - Prerequisites per Course Description

If you have specific questions about this training, please contact your local Rockwell Automation Distributor or Sales Office.

1.5 Customer Responsibilities

1.5.1 Single Point of Contact

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

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

1.5.2 Other Customer Responsibilities for Onsite Engagements

The following is not included in Rockwell Automation's scope of work and will be provided by the Customer or its designated representative:

- Make the equipment or process available to Rockwell Automation's engineers during the mutually agreed upon schedule. Ensure Rockwell Automation has unencumbered access to all of the machinery. Standby-time or idle time waiting for access to the machinery or customer personnel is not required
- Customer retains all liability with respect to their interpretation and implementation based on the assessment.
- Any assessment services will apply to the system in its current state at the time the work commences.
- Rockwell Automation will be able to take digital pictures of the equipment for use in the assessment documentation (as appropriate)
- Customer to identify any special requirements for access to the machine prior to Rockwell Automation providing a proposal (Gowning, Clearance Requirements, Photo Restrictions, hours of operation of the equipment, access to customer representatives for asking questions about the equipment, non-Disclosure requirements, etc.)
- If available, customer to provide top view drawings to Rockwell Automation prior to the site visit
- Supply all necessary components for any changes to the system recommended during the evaluation process. Rockwell Automation can supply the necessary components and assistance for the recommended corrective actions at an additional cost. Additional components and work will be invoiced separately at the standard rates
- Customer to provide identification badges, access permissions, and escorts to permit the performance of any task required on-site.
- Customer to provide contact information, including telephone numbers, for the following services nearest the work site: doctor, hospital, medical burn center, ambulance, fire department, and police department.
- Customer to provide adequate facilities, equipment, and support for training their personnel and adequate workspace while on-site to review drawings and documents to perform services.
- Customer to supply all lifts, ladders or equipment necessary to approach locations that are overhead or difficult to access; except as otherwise specifically agreed upon prior to the commencement date.
- Customer escort is to open all panels and provide location hierarchy terminology as they lead the Rockwell Automation IBE and asset optimization collector through the facility

1.5.3 Maintenance, Electrical, and Operations Staff

When applicable, Customer will provide dedicated and available appropriate personnel knowledgeable in the process, operation, control system, and facility layout to assist Rockwell Automation personnel during onsite visits. They will remain onsite and available as necessary for project and/or safety reasons.

1.5.4 System Maintenance and Use

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

1.5.5 Access to the System

Customer will make the applicable processes and/or systems available to Rockwell Automation personnel during the mutually agreed upon schedule for services and equipment implementation as described in this Statement of Work.

1.6 Assumptions, Clarifications and Exceptions

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

Reference	Assumptions (A), Clarifications (C) and Exceptions (E)
A1	Safety. All aspects of mechanical, electrical, and process safety are responsibilities of Customer.
A2	Installation. If applicable, all mechanical and electrical installation is to be provided and managed by Customer and their selected Contractor.
C1	Quotation Scope. Any elements not explicitly outlined within this Statement of Work are not included in the deliverables for this Rockwell Automation Services Agreement.
C2	Documentation. All project and system documentation will be in English and furnished in electronic format unless otherwise stated. Translation into other languages is not included in this Statement of Work.
C3	RoHS. Customer supplied/specified products will meet all applicable material restrictions as defined in RoHS. If it does not, Customer will notify Rockwell Automation prior to shipment of Customer supplied/specified products to Rockwell Automation. Customer will indemnify Rockwell Automation against any claim arising out of Rockwell Automation's use of Customer supplied/specified products.
C4	Existing Devices. Customer represents that any existing operator, machine-mounted, or field devices that are in use or are to be reused are in good working order and will be repaired or replaced by Customer when required. Repair and/or replacement of damaged devices is not included in Rockwell Automation's Statement of Work.
C5	Documented Change Request (DCR) Process. Changes to this scope of work requested by Customer throughout the duration of the Support Agreement will be identified and communicated through project management at Rockwell Automation. Estimates for the material costs, labor, and schedule impacts will be prepared when a change in scope is identified. Refer to the Rockwell Automation Changes provision for additional terms.

C6	<p>Customer Specific Requirements. This proposal does not include Customer specific requirements or onsite activities such as Customer or site specific safety training, background checks, health-related testing or vaccinations, international work visas, and copies of expense receipts. Rockwell Automation must be made aware of any such requirements prior to contract award. Costs for associated time and expenses incurred while complying with such requirements will be at Customer expense.</p>
C7	<p>Infectious Disease Planning. Rockwell Automation is committed to health, safety, and doing all we can to maintain a high level of service for our customers. We are committed to communicating with you about the impact that an infectious disease and any related governmental restrictions may have on the deployment of our personnel and delivery of the project and truly appreciate your cooperation and understanding.</p> <p>In submitting any purchase order, you acknowledge and agree that Rockwell Automation will be excused from performance, or delay in performance, of its obligations under this purchase order, regardless of whether a contract is currently in place governing the parties' relationship, to the extent that Rockwell Automation is unable to perform such obligations due to the effects of a known infectious disease affecting Rockwell Automation and/or third parties, including, without limitation, logistics and materials suppliers.</p>
C8	<p>On-site Working Hours. Rockwell Automation Standard working hours may differ by country. Contact your local Rockwell Automation Distributor or Sales Office to obtain current local standard working hours.</p>
C9	<p>Stand-by time is defined as time spent on-site waiting for completion of customer activities. This includes, but is not limited to, waiting for correction of construction, installation, and wiring or piping errors, and other delays beyond the control of, or not within, Rockwell Automation's specific responsibilities. Stand by time will be invoiced separately at applicable time and expense rates.</p>
C10	<p>Work Site Safety. Customer is responsible for assuring a safe and secure work environment, compliant with relevant local, state, provincial, and nationally recognized standards and regulations, for work at the site.</p>
C11	<p>Safety and Substance Abuse. Rockwell Automation will comply with its own Substance Abuse Policy which meets the intent of the DRUG FREE WORKPLACE Act and all other legal requirements regarding drug testing. A copy of this policy can be supplied upon request.</p>
C12	<p>Ethics and Compliance. All of Rockwell Automation's employees and every person who performs work for, or on behalf of Rockwell Automation are treated with respect and dignity. Rockwell Automation has a no-tolerance policy for discrimination, harassment, and zero tolerance for workplace violence and weapons. Please see the PartnerNetwork Code of Conduct and the Rockwell Automation Global Policy People for further details.</p> <p>https://www.rockwellautomation.com/en-us/company/about-us/sustainability/ethics-compliance.html.</p>
C13	<p>Third Party Software. This Statement of Work may include third party software that is subject to third party license terms ("Third Party Software"). Customer's right to use such Third Party Software as part of or in connection with the Work is subject to any applicable acknowledgements and license terms accompanying such Third Party Software contained therein. If there is a conflict between the licensing terms of such Third Party Software and this Statement of Work, the licensing terms of the Third Party Software shall prevail in connection with the related Third Party Software.</p>
C14	<p>Information Security Standards</p> <p>In the performance of all Work pursuant to this Agreement and Statement of Work, Customer and Rockwell Automation will comply with the following standards and practices:</p> <p>Data Transmission</p> <p>Customer agrees that all transmission or exchange of sensitive data with Rockwell Automation shall take place using secure, industry acceptable, standards (e.g., password-protected, using a complex password; encrypted WinZip sent via e-mail, or, for large files, an encrypted file transfer service; physical media such as paper/DVD sent securely; or another equally secure means of transport). If Customer requires Rockwell Automation to use Customer specified system, the security of the data in transit and at rest once sent from Rockwell Automation is Customer's sole responsibility.</p>

	<p>Customer-Provided Hard Disk If Rockwell Automation personnel are required to use Customer provided hard disks, Customer agrees to provide the hard disk with designated backup and recovery processes and in encrypted form, using commercially supported or industry standard open-source encryption solutions. The Customer must use commercially reasonable efforts to prevent the Customer-provided hard disk from introducing any malicious software into Rockwell Automation’s systems. These efforts shall include, but are not limited to, the use of anti-virus and/or anti-malware and the regular deployment of security patches to remediate any vulnerabilities.</p> <p>Remote Access Remote access by Rockwell Automation’s personnel into Customer’s control system(s) must be accomplished in accordance with either Customer or Rockwell Automation procedures, whichever is more stringent. If Customer requires Rockwell Automation personnel to use Customer-specified procedures, the security of the connection/session is Customer’s sole responsibility, and Customer is solely responsible for logging activities of all users accessing the Customer’s system.</p>
C15	Cybersecurity for Solutions. Sub-contractors and/or third-party vendors will follow any applicable industry best practices and/or guidelines for cybersecurity and data protection with regard to IEC 62443 2-4.
C16	Personal Data. To the extent Rockwell Automation processes personal data in the performance of the services under this Statement of Work, such processing of personal data will be conducted in accordance with the Data Processing Addendum ("DPA") available at https://www.rockwellautomation.com/en-us/company/about-us/legal-notice/data-processing-addendum.html .
C17	Customer Information. Rockwell Automation will share with its authorized distributor or partner of record Customer Data collected under this Agreement pursuant to the terms herein and the Rockwell Automation Privacy and Cookies Policy located at https://www.rockwellautomation.com/en-us/company/about-us/legal-notice/privacy-and-cookies-policy.html .
C18	Customer Success Publication. Sharing customer success stories helps position customers as leaders among companies pursuing excellence in their industrial operations. Customer agrees that Rockwell Automation can reference and disclose Customer’s name and logo in internal and external marketing materials and will share only the solutions and services purchased, Customer industry, location, and general results through a customer success story. Rockwell Automation will make no claims that Customer endorses the product or solution, and the success story will be used for marketing purposes only.

1.6.1 Integrated Service Agreement - Assumptions, Clarifications and Exceptions

Reference	Assumptions (A), Clarifications (C) and Exceptions (E)
C1	This Statement of Work will supersede any other terms identified in Customer’s purchase order or other relevant plant location access agreements or documentation.
C2	Any assessment services will apply to the system in its current state at the time the work commences.
C3	Field Dispatch (if applicable). If the most local resource is not available, Rockwell Automation will dispatch the nearest <i>qualified</i> Field Service Professional to respond to the request. If the customer does not wish to pay additional travel costs, Rockwell Automation will dispatch the <i>first available</i> local Field Service Professional.
C4	All demolition, installation and wiring requirements not included in this proposal. Rockwell Automation Installation Services can be offered upon request at an additional expense.
C5	Parts, installation of parts, and any travel associated with such activity are not included in this Agreement. Any part(s) required in coordination with this Agreement is the responsibility of the

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	customer. Rockwell Automation Field Service Professionals do not carry parts. Parts and materials provided will be invoiced per Rockwell Automation standard pricing in effect at the time of services rendered, except in cases of prior contractual agreement. Rockwell Automation shall be the sole authority to determine warranty/non-warranty status of any service disputes.
C6	<p>The total usage of the Integrated Service Agreement includes all time-based accessibility, single project, and drawdown-based deliverables as described in this document, including but not limited to Remote Support, Field Labor, and Repair/Exchange. The actual total usage is the total amount of services drawn down or entitlements rendered to date. Total entitlement usage does not apply to Inventory+.</p> <p>If at any point during the contract term, Rockwell Automation determines in its sole discretion that the total usage under this Agreement exceeds the value of the completed invoices by 30% or more, Rockwell Automation reserves the right to initiate the advancement of the invoicing / billing schedule to align with the actual total usage. The proceeding clause does not apply to Inventory+ as those will be invoiced and administered per its respective sections of this proposal.</p>

1.7 Multi-Site Integrated Service Agreement – Term and Termination

1.7.1 Term

The term of this Integrated Service Agreement is 5 Years.

1.7.1.1 Option For Renewal under Expiration of Integrated Service Agreement Term

Renewal: The Agreement Repair Value shall be re-evaluated based on the previous year’s transaction history and the Customer’s desired spend.

1.7.2 Termination

Either party may terminate this Support Agreement at any time by giving 60 days written notice. If less than 6 months remain in the existing Agreement, Customer shall forfeit all remaining unused funds and a cancellation fee equal to all remaining billings shall apply. If more than 6 months remain in the existing agreement, Customer owes services rendered and active invoices plus flat 50% of the remaining agreement value.

In the event of cancellation prior to the end of the term, Rockwell Automation standard warranties apply on the items remanufactured/repared by Rockwell Automation during the term of the Agreement. At the time of termination, Customer will then begin to pay standard Remanufacturing/Repair pricing on all subsequent transactions.

All equipment provided by Rockwell Automation as part of the Support Agreement shall be returned in good working condition no later than 30 days from the Support Agreement termination date. Customer agrees to pay full list price of equipment should Customer fail to comply, or equipment is damaged during use, removal, or shipping to the Rockwell Automation designated site. Customer is responsible for all removal, proper packing and shipping of equipment to Rockwell Automation, including all freight, duty, and taxes.

1.8 Rockwell Automation Commitment for Sales Through Distribution

The Rockwell Automation Commitment for Sales Through Distribution (the “Commitment Terms”) found at <https://www.rockwellautomation.com/en-us/company/about-us/legal-notices/commitment-for-sales-through->

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[distribution.html](#) covers purchases by Distributor's customer ("Customer") from Distributor of the Products and Services described and integrated pursuant to this Statement of Work to be provided by Rockwell Automation, Inc. and/or its affiliates. The Commitment Terms apply directly to Customer and Rockwell Automation.



Appendix B - Software Support

Software Support Details

# of Installs	Part Number	Description	Support Level	Serial Number	Support Mechanism
1	9310-WED200ENE	Studio 5000 Logix Emulate ESD S/W	24x7	1835021820	Integrated Service Agreement
1	9310-WED200ENE	Studio 5000 Logix Emulate ESD S/W	24x7	1835055168	Integrated Service Agreement
1	9310-WED200ENE	Studio 5000 Logix Emulate ESD S/W	24x7	1835099877	Integrated Service Agreement
1	9310-WED200ENE	Studio 5000 Logix Emulate ESD S/W	24x7	1835099878	Integrated Service Agreement
1	9310-WED200ENE	Studio 5000 Logix Emulate ESD S/W	24x7	1835120907	Integrated Service Agreement
1	9310-WED200ENE	Studio 5000 Logix Emulate ESD S/W	24x7	1835123914	Integrated Service Agreement
1	9310-WED200ENE	Studio 5000 Logix Emulate ESD S/W	24x7	1835123915	Integrated Service Agreement
6	9324M-RLDT31	Studio 5000 Pro Edition ESD PS/W	M-F, 8x5	4053014215	Software Portal
1	9324M-RLDT41	Studio 5000 Legacy ESD PS/W	M-F, 8x5	4310001720	Software Portal
1	9324M-RLDT41	Studio 5000 Legacy ESD PS/W	M-F, 8x5	4310001721	Software Portal
1	9324M-RLDT41	Studio 5000 Legacy ESD PS/W	M-F, 8x5	4310001966	Software Portal
1	9324M-RLDT41	Studio 5000 Legacy ESD PS/W	M-F, 8x5	4310002104	Software Portal
6	9324M-RSL500T21	RSL500 RSL0MDPS Mnt ESD PS/W	M-F, 8x5	4987000820	Integrated Service Agreement
1	9324-RL0100ENE	RSLogix 500 Starter Edition ESD S/W	24x7	1013045740	Integrated Service Agreement

1	9324-RLD200ENE	Studio 5000 Mini Edition ESD Software	24x7	1635073602	Integrated Service Agreement
1	9324-RLD700ENE	Studio 5000 PRO, REPLACED W/9324-RLD700	24x7	2022023107	Integrated Service Agreement
1	9324-RLD700NXENE	Studio 5000 Professional Edition ESD S/W	24x7	2022102404	Integrated Service Agreement
1	9324-RLD700NXENE	Studio 5000 Professional Edition ESD S/W	24x7	2022102405	Integrated Service Agreement
1	9324-RLD700NXENE	Studio 5000 Professional Edition ESD S/W	24x7	2022086614	Integrated Service Agreement
1	9324-RLD700NXENE	Studio 5000 Professional Edition ESD S/W	24x7	2022101680	Integrated Service Agreement
1	9324-RLD700NXENE	Studio 5000 Professional Edition ESD S/W	24x7	2022055844	Integrated Service Agreement
1	9324-RLD700NXENE	Studio 5000 Professional Edition ESD S/W	24x7	2022066007	Integrated Service Agreement
1	9324-RLD700NXENE	Studio 5000 Professional Edition ESD S/W	24x7	2022086613	Integrated Service Agreement
1	9324-RLM0800ENE	RSLogix Micro Developer ESD Software	24x7	2856014929	Integrated Service Agreement
1	9324-RLM0800ENE	RSLogix Micro Developer ESD Software	24x7	2856014930	Integrated Service Agreement
1	9324-RLM0800ENE	RSLogix Micro Developer ESD Software	24x7	2856014931	Integrated Service Agreement
1	9324-RLM0800ENE	RSLogix Micro Developer ESD Software	24x7	2856014932	Integrated Service Agreement
1	9324-RLM0800ENM	RSLogix Micro Developer MED Software	24x7	2856012757	Integrated Service Agreement
1	9326-LGXARCHENE	Studio 5000 Architect ESD S/W	24x7	2075011831	Integrated Service Agreement
1	9326-LGXARCHENE	Studio 5000 Architect ESD S/W	24x7	2075048772	Integrated Service Agreement

1	9326-LGXARCHENE	Studio 5000 Architect ESD S/W	24x7	2075091350	Integrated Service Agreement
1	9326-LGXARCHENE	Studio 5000 Architect ESD S/W	24x7	2075091351	Integrated Service Agreement
1	9326-LGXARCHENE	Studio 5000 Architect ESD S/W	24x7	2075111042	Integrated Service Agreement
1	9326-LGXARCHENE	Studio 5000 Architect ESD S/W	24x7	2075114005	Integrated Service Agreement
1	9326-LGXARCHENE	Studio 5000 Architect ESD S/W	24x7	2075114006	Integrated Service Agreement
1	9355-WABOEMENE	RSLinx Classic OEM ESD S/W	24x7	1005082892	Integrated Service Agreement
1	9357-CNETL3	RSNetWorx For ControlNet ESD Software	24x7	1163237904	Integrated Service Agreement
1	9357-CNETL3	RSNetWorx For ControlNet ESD Software	24x7	1163237905	Integrated Service Agreement
1	9357-CNETL3	RSNetWorx For ControlNet ESD Software	24x7	1163067604	Integrated Service Agreement
1	9357-CNETL3	RSNetWorx For ControlNet ESD Software	24x7	1163139106	Integrated Service Agreement
1	9357-CNETL3	RSNetWorx For ControlNet ESD Software	24x7	1163206444	Integrated Service Agreement
1	9357-CNETL3	RSNetWorx For ControlNet ESD Software	24x7	1163206445	Integrated Service Agreement
1	9357-CNETL3	RSNetWorx For ControlNet ESD Software	24x7	1163234695	Integrated Service Agreement
1	9357-DNETL3	RSNetWorx For DeviceNet ESD Software	24x7	1235158145	Integrated Service Agreement
1	9357-DNETL3	RSNetWorx For DeviceNet ESD Software	24x7	1235080025	Integrated Service Agreement
1	9357-DNETL3	RSNetWorx For DeviceNet ESD Software	24x7	1235235268	Integrated Service Agreement

1	9357-DNETL3	RSNetWorx For DeviceNet ESD Software	24x7	1235235269	Integrated Service Agreement
1	9357-DNETL3	RSNetWorx For DeviceNet ESD Software	24x7	1235267785	Integrated Service Agreement
1	9357-DNETL3	RSNetWorx For DeviceNet ESD Software	24x7	1235267786	Integrated Service Agreement
1	9357-DNETL3	RSNetWorx For DeviceNet ESD Software	24x7	1235330893	Integrated Service Agreement
1	9357-ENETL3	RSNetWorx For EtherNet ESD Software	24x7	1669183942	Integrated Service Agreement
1	9357-ENETL3	RSNetWorx For EtherNet ESD Software	24x7	1669215129	Integrated Service Agreement
1	9357-ENETL3	RSNetWorx For EtherNet ESD Software	24x7	1669215130	Integrated Service Agreement
1	9357-ENETL3	RSNetWorx For EtherNet ESD Software	24x7	1669265208	Integrated Service Agreement
1	9357-ENETL3	RSNetWorx For EtherNet ESD Software	24x7	1669052086	Integrated Service Agreement
1	9357-ENETL3	RSNetWorx For EtherNet ESD Software	24x7	1669118843	Integrated Service Agreement
1	9357-ENETL3	RSNetWorx For EtherNet ESD Software	24x7	1669183941	Integrated Service Agreement
1	9515-ASTCAP0100E	FT AssetCentre 100 Assets ESD Software	24x7	2743011677	Integrated Service Agreement
1	9515-ASTCAP0500E	FT AssetCentre 500 Assets ESD Software	24x7	2022086613	Integrated Service Agreement
1	9515-ASTCAP1000EM	FT AssetCentre 1000 Assets MED Software	24x7	2745006174	Integrated Service Agreement
1	9515-ASTDRINVEN	FTAssetCentre Asset Inv Agent ESD SW	24x7	3691000446	Integrated Service Agreement
1	9515-ASTDRINVEN	FTAssetCentre Asset Inv Agent ESD SW	24x7	2022086613	Integrated Service Agreement

1	9515-ASTDRROKENE	FT AssetCentre Disaster Recovery ESD S/W	24x7	2741010841	Integrated Service Agreement
1	9515-ASTDRROKENE	FT AssetCentre Disaster Recovery ESD S/W	24x7	2022086613	Integrated Service Agreement
1	9515-ASTSRVRENE	FT AssetCentre Server 1 User Lic ESD S/W	24x7	2740011659	Integrated Service Agreement
1	9515-ASTSRVRENE	FT AssetCentre Server 1 User Lic ESD S/W	24x7	2022086613	Integrated Service Agreement
1	9701M-VWSTNMRT11	FT View Studio ME ESD PS/W	M-F, 8x5	4411007083	Software Portal
1	9701M-VWSTNMRT11	FT View Studio ME ESD PS/W	M-F, 8x5	4411007244	Software Portal
1	9701M-VWSTNMRT11	FT View Studio ME ESD PS/W	M-F, 8x5	4411008672	Software Portal
1	9701M-VWSTNMRT11	FT View Studio ME ESD PS/W	M-F, 8x5	4411009071	Software Portal
6	9701M-VWSTNMRT11	FT View Studio ME ESD PS/W	M-F, 8x5	4411012134	Software Portal
1	9701-VWSTMENE	FT View Studio for ME EN ESD Software	24x7	1564033950	Integrated Service Agreement
1	9701-VWSTMENE	FT View Studio for ME EN ESD Software	24x7	1564118393	Integrated Service Agreement
1	9701-VWSTMENE	FT View Studio for ME EN ESD Software	24x7	1564119224	Integrated Service Agreement
1	9701-VWSTMENE	FT View Studio for ME EN ESD Software	24x7	1564172742	Integrated Service Agreement



Appendix C - Preventative Maintenance

Preventative Maintenance Plus Service Agreement

FIXED PRICE PROPOSAL

City of Fort Wayne
Fort Wayne, IN

30427110.7
March 5th, 2026

Presented to:
City of Fort Wayne
705 E State Blvd
Fort Wayne, IN 46805-3457
United States of America

Proposed by:
Kendall Electric, Inc
4621 Executive Blvd
Fort Wayne, IN 46808
United States of America

Rockwell Automation Inc.
1201 South Second Street
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United States

expanding **human** possibility®



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Revision History

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January 15 th , 2025	Conversion to Fixed Price and Price Update	Edgar Meza	30427110.4
October 2 nd , 2025	Added drives to WPCP and FLP areas and conversion to Budgetary. Removed P1USX00033-2	Hugo Soto	30427110.5
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March 6 th , 2026	Fixed Price Conversion	Edgar Meza	30427110.7.1

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1 Rockwell Automation Statement of Work¹

This Rockwell Automation Preventative Maintenance Services proposal is offered to Kendall Electric Inc for fulfillment to City of Fort Wayne (“Customer”).

The purpose of this Statement of Work (SOW) is to define the scope, responsibilities, and deliverables associated with the Preventative Maintenance Plus (PM+) program for Medium and Low Voltage Variable Frequency Drives (VFDs) installed at the City of Fort Wayne’s Filtration Plant (FLP) and Water Pollution Control Plant (WPCP).

This program is intended to improve equipment reliability, reduce unplanned downtime, and support long-term asset performance through scheduled preventative maintenance activities and selective extended parts warranty coverage.

Rockwell Automation will deliver Preventative Maintenance Plus services for qualifying Medium and Low Voltage PowerFlex® family variable frequency drives located at the designated facilities.

- **Filtration Plant (FLP)**
 - Site Address: 1100 Griswold Dr. Fort Wayne, IN 46805
- **Water Pollution Control Plant (WPCP)**
 - Site Address: 2601 Dwenger Ave. Fort Wayne, IN 46803

The scope includes:

- Preventative Maintenance services for all eligible covered drives
- Extended Parts Warranty coverage for qualifying drive families only
- Documentation and reporting for each maintenance event

All services are limited to the equipment, locations, and drive families defined within this SOW.

Drive Family	Voltage Class	Preventative Maintenance	Extended Parts Warranty
PowerFlex 7000	Medium Voltage	<input checked="" type="checkbox"/> Included	<input checked="" type="checkbox"/> Included (PM+)
PowerFlex 750 Family (753 / 755)	Low Voltage	<input checked="" type="checkbox"/> Included	<input checked="" type="checkbox"/> Included (PM+)
PowerFlex 700	Low Voltage	<input checked="" type="checkbox"/> Included	<input checked="" type="checkbox"/> Excluded
1336 Family	Low Voltage	<input checked="" type="checkbox"/> Excluded	<input checked="" type="checkbox"/> Excluded

Preventative Maintenance services apply to all listed variable frequency drive and soft starter families, regardless of warranty eligibility.

Extended Parts Warranty coverage applies only to PowerFlex 7000 and PowerFlex 750 family drives.

The City of Fort Wayne has specified that the two High Service Pump 15 & 16 Medium Voltage Drives will be limited to Health Check evaluations only, as these units may be replaced during the contract period. Consequently, they are not eligible for inclusion in the PM Plus program. In alignment with this determination, the extended parts warranty is excluded for the following drives:

- 7008592-001-08 HSP 15
- 7008592-007-08 HSP 16

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Drive P1USX00033-1 (RWW #1) is scheduled for replacement during the year 2027. As a result, this drive will be excluded from contract coverage beginning the following year. Furthermore, all subsequent RWW drives will be replaced sequentially on an annual basis, and therefore will also be excluded from coverage in alignment with their respective replacement schedules:

- P1USX00033-3 (RWW #3) – 2028
- P1USX00033-4 (RWW #4) – 2029
- P1USX00033-5 (RWW #5) – 2030
- P1USX00033-6 (RWW #6) – 2031

1.1 Preventative Maintenance Plus Service Agreement Solution Statement of Work Summary

Rockwell Automation will provide Preventative Maintenance Plus (PM+) services for the City of Fort Wayne's Medium and Low Voltage Variable Frequency Drives (VFDs) installed at the Filtration Plant (FLP) and Water Pollution Control Plant (WPCP).

The PM+ program is designed to support equipment reliability, reduce unplanned downtime, and extend asset life through a structured combination of scheduled preventative maintenance activities and extended parts warranty coverage for eligible drive families.

Under this agreement, Rockwell Automation will perform periodic preventative maintenance inspections, testing, cleaning, verification, and documentation activities in accordance with Rockwell Automation standard service methodologies and recommended maintenance practices. Services will be performed by qualified personnel during scheduled site visits coordinated with City of Fort Wayne operations.

Preventative maintenance services apply to covered PowerFlex® family drives located at FLP and WPCP, including Medium Voltage and Low Voltage assets. Extended parts warranty coverage is included only for qualifying drive families enrolled in the PM+ program and identified by serial number in the accepted asset list. Drive families not eligible for extended warranty will continue to receive preventative maintenance services only.

This Statement of Work defines the scope, assumptions, exclusions, and responsibilities associated with the PM+ program. All services are limited to the equipment, locations, and service activities explicitly described in this agreement. Any changes to the covered asset list or scope of services after order acceptance shall be managed through the applicable change control process.

1.1.1 Basis for Statement of Work

This Statement of Work is based on the following information provided to Rockwell Automation at the time of proposal development:

- A formal request from the City of Fort Wayne for Preventative Maintenance and Preventative Maintenance Plus services.
- Rockwell Automation asset records and customer-provided equipment information, including the following serial numbers:
 - **Water Pollution Control Plant (WPCP)**
 - **Medium Voltage Equipment**
 - 7011893-002-11 CS Pump 3
 - 7011893-004-11 CS Pump 7
 - 7011893-011-11 CS Pump 4
 - 7011893-013-11 CS Pump 8

- 6505492128-101 CSPS 5
 - Health Checks only
- 6505492128-201 CSPS 6
 - Health Checks only
- **Low Voltage Equipment**
 - P1USX00033-1 RWW #1
 - P1USX00033-3 RWW #3
 - P1USX00033-4 RWW #4
 - P1USX00033-5 RWW #5
 - P1USX00033-6 RWW #6
 - P1USXC0085-1 64937783 MS#1, PowerFlex 755 Frame 8 740.0A
 - P1USXC0085-2 64937783 MS#2, PowerFlex 755 Frame 8 740.0A
 - P1USXC0085-3 64937783 MS#3, PowerFlex 755 Frame 8 740.0A
 - P1USXC0085-4 64937783 MS#4, PowerFlex 755 Frame 8 740.0A
 - P1USXC0085-5 64937783 MS#5, PowerFlex 755 Frame 8 740.0A
 - P1USXC0085-6 Chlorine Contact #1
 - P1USXC0085-7 Chlorine Contact #2
 - P1USXC0345-001 Deep Dewatering #1
 - Health Checks only, no parts replacement
 - P1USXC0345-002 Deep Dewatering #2
 - Health Checks only, no parts replacement
 - P1USXC0345-003 Deep Dewatering #3
 - Health Checks only, no parts replacement
 - P1USXC0345-004 Deep Dewatering #4
 - Health Checks only, no parts replacement
 - R1USX00589-1 Effluent Pump Station #1
 - R1USX00589-2 Effluent Pump Station #2
 - R1USX00589-3 Effluent Pump Station #3
 - R1USX00589-4 Effluent Pump Station #4
 - R1USX00589-5 Effluent Pump Station #5
 - R1USX00153-1 Electrical Building #1
 - R1USX00153-2 Electrical Building #2
- **Filtration Plant (FLP)**
 - **Medium Voltage Equipment**
 - 7008592-001-08 HSP 15
 - Health Checks only
 - 7008592-007-08 HSP 16
 - Health Checks only
 - 7012876-002-12 HSP 18
 - Snubber Capacitors replaced in 2024
 - 6504487342-102 ST JOE DAM 2
 - 6504697213-103 HSP 14
 - 6504697213-104 HSP 9
 - **Low Voltage Equipment**
 - 22707098 Northwest Pump 3
 - 80418576 Southwest Pump 4

1.1.2 Solution Description

The solution provided will be based on Rockwell Automation's standard system and services deliverables.

Project Management and Service Execution

Rockwell Automation will designate a Project Manager to serve as the City of Fort Wayne's primary point of contact for the duration of this agreement.

1. At the beginning of each contract year, the Rockwell Automation Project Manager will schedule and facilitate a kickoff meeting to address the following activities:
 - a. Annual activity and resource planning
 - b. Review and confirmation of scope of work
 - c. Development and coordination of the service schedule
 - d. Ongoing schedule management
 - e. Execution planning for preventative maintenance activities
2. The Rockwell Automation Project Manager will coordinate with the City of Fort Wayne in advance to schedule all Preventative Maintenance visits applicable to this agreement.
 - a. Preventative Maintenance activities will be performed during standard working hours, defined as Monday through Friday between 6:00 a.m. and 6:00 p.m. local time (excluding Rockwell Automation observed holidays and weekends), for no more than ten (10) hours per day.
 - b. In the event the City of Fort Wayne needs to cancel a scheduled visit, the City shall be responsible for coordinating the rescheduling of that visit.
 - c. A minimum of six (6) weeks' advance notice is required when scheduling onsite services. Subject to this notice, Rockwell Automation will assign a qualified Field Service Professional ("FSP") located closest to the Customer's work site. If the required advance notice is not provided, Rockwell Automation will make reasonable efforts to assign a local resource; however, availability cannot be guaranteed.
 - i. If a local qualified FSP is unavailable and the Customer requests immediate service, Rockwell Automation will offer the Customer the option to either:
 1. wait until a locally qualified FSP becomes available, or
 2. schedule an alternative out-of-region resource. In such cases, all applicable travel expenses (including airfare, lodging, meals, rental vehicles, tolls, and related costs), as well as billable travel time, will be invoiced accordingly. If the Customer elects not to incur additional travel costs, Rockwell Automation will schedule the first available local resource.
3. Rockwell Automation will provide a written Preventative Maintenance service report for each drive within four (4) weeks following completion of the service.
4. Logbook checks and documentation requirements will be refined during the initial Medium Voltage assessment visits and reviewed jointly with site personnel. Specific logbook checks will be mutually agreed upon by Rockwell Automation and the City of Fort Wayne as the assessment activities are performed.
5. Depending on site conditions and operational requirements, Medium Voltage Preventative Maintenance inspections may include both energized and de-energized work, with all applicable safety procedures and requirements strictly observed.

1.1.2.1 Equipment

The following equipment, as identified by serial number and subject to verification by Rockwell Automation at the time of service, is included in this Statement of Work.

Low Voltage Equipment (750 family only)

Part Number	Description	755	755	755	755	755	755	753	753	753	753	753	753	753	755	755	755	755	753	753	Agreement Coverage					
		8	8	8	8	8	6	6	6	6	6	6	6	6	6	8	8	8	8	6	6	Year 1	Year 2	Year 3	Year 4	Year 5
		P1USXC0085-1	P1USXC0085-2	P1USXC0085-3	P1USXC0085-4	P1USXC0085-5	P1USXC0085-6	P1USXC0085-7	RTUSX00589-1	RTUSX00589-2	RTUSX00589-3	RTUSX00589-4	RTUSX00589-5	RTUSX00153-1	RTUSX00153-2	P1USXC0345-001 [HC Only, No Parts]	P1USXC0345-002 [HC Only, No Parts]	P1USXC0345-003 [HC Only, No Parts]	P1USXC0345-004 [HC Only, No Parts]	22707098	80418576					
20-750-CFANKIT-F8	PowerFlex 750 CGF Fan, Upgrade	1	1	1	1	1	0	0	0	0	0	0	0	0	0	1	1	1	1	0	0	5	0	0	0	5
20-750-FAN3-F8	PowerFlex 750 Frame 8 Door Fan	1	1	1	1	1	0	0	0	0	0	0	0	0	0	1	1	1	1	0	0	5	0	0	0	5
20-750-FLTR1-F8	PowerFlex 750 IP20/NEMA 1 Filter	1	1	1	1	1	0	0	0	0	0	0	0	0	0	1	1	1	1	0	0	5	5	5	5	5
SK-R1-FAN1-F8	Fan Kit Inverter Heat Sink Size 8	1	1	1	1	1	0	0	0	0	0	0	0	0	0	1	1	1	1	0	0	5	0	0	0	5
SK-R1-FAN2-F8	PowerFlex 750 Internal Stirring Fan	1	1	1	1	1	0	0	0	0	0	0	0	0	0	1	1	1	1	0	0	5	0	0	0	5
SK-R1-FAN4-F8	PowerFlex 750 Kit, IP54 Blower Assy	1	1	1	1	1	0	0	0	0	0	0	0	0	0	1	1	1	1	0	0	5	0	0	0	5
SK-R1-FANH1-F8	PowerFlex 750 Harness Kit	1	1	1	1	1	0	0	0	0	0	0	0	0	0	1	1	1	1	0	0	5	0	0	0	5
SK-R1-OFANH1-F8	Opt Bay Cab Door Fan Harness	1	1	1	1	1	0	0	0	0	0	0	0	0	0	1	1	1	1	0	0	5	0	0	0	5
SK-R9-FAN11-F6	Fan Kit Heat Sink NEMA 1 Size 6	0	0	0	0	0	1	1	1	1	1	1	1	1	1	0	0	0	0	1	1	11	0	0	0	11
SK-R9-FAN2-F6	Fan Kit Internal Size 6 Frame	0	0	0	0	0	1	1	1	1	1	1	1	1	1	0	0	0	0	1	1	11	0	0	0	11

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WPCP Plant – Medium Voltage Equipment

Part Number	Description	WPCP Area						Agreement Coverage					Preventative Maintenance
		7011893-002-11 7000	7011893-004-11 7000A	7011893-011-11 7000	7011893-013-11 7000A	6505492128-101 7000	6505492128-201 7000	Year 1	Year 2	Year 3	Year 4	Year 5	
80026-446-02-R	WASHABLE DOOR FILTER	4	2	4	2	2	2	16	16	16	16	16	Health Check (Annually)
81001-717-01-R	FIBERGLASS FILTER 432X795 MM	1	2	1	2	1	1	8	8	8	8	8	
81001-717-02-R	FIBERGLASS FILTER 540X795 MM	0	0	0	0	1	1	2	2	2	2	2	
81009-551-01-R	FIBERGLASS FILTER 332MMX540MM	1	0	1	0	1	1	4	4	4	4	4	
PN-543331	Battery Replenish Kit 9SX 1500VA UPS	0	0	0	0	1	1	2	2	2	2	2	
346567-Q01-R	BATTERY FOR DPM BOARD	1	1	1	1	1	1	4	0	2	4	0	Batteries (Year 3,6,9,12,15,18)
22610-101-02-R	ROTRON CARAVEL FAN 115V,550 CFM	2	1	2	1	2	2	6	0	0	0	0	Power Supplies (Year 5,10,15,20)
22610-103-01-R	TUBE AXIAL FAN 115V, 200 CFM	3	2	3	2	3	3	10	0	0	0	0	
80026-044-06-R	IGCT POWER SUPPLY	4	4	4	4	4	4	16	0	0	0	0	
80026-420-62-R	BATTERY FOR UPS 80026-702-02-R	1	1	1	1	0	0	4	0	0	0	0	
80026-518-01-R	DC/DC POWER SUPPLY,PKG	1	1	1	1	1	1	4	0	0	0	0	
80026-524-01-R	1500W,1PH,AC/DC,POWER SUPPLY	0	1	0	1	0	0	2	0	0	0	0	
80026-524-01-R	1500W 1PH AC/DC POWER SUPPLY	2	0	2	0	0	0	4	0	0	0	0	
PN-457449	Power Supply, Chass,85/264Vi,60Vo,1500W	0	0	0	0	1	1	0	0	0	0	0	
PN-457450	AC/DC Power Supply Cosel 1000W	1	0	1	0	1	1	2	0	0	0	0	
1606-XLP72E	Power Supply XLP 72 W	0	0	0	0	2	2	0	0	0	0	0	
80026-841-01-R	FAN/MOTOR,230/460V,60HZ,50C	0	1	0	1	0	0	2	0	0	0	0	Main Cooling Fan (Year 7,14)
80026-845-03-R	FAN/MOTOR,460V,60HZ,5HP,50C	1	0	1	0	0	0	2	0	0	0	0	
PN-630747	PF7000 Main Fan Assembly GR56 556326	0	0	0	0	1	1	0	0	0	0	0	
80026-508-05-R	ASC SNUBBER CAPACITOR, 0.2 UF	12	0	12	0	12	12	24	0	0	0	0	Snubber Capacitors (Year 10,20)
80026-508-08-R	PKG,ASC SNUBBER CAP,0.1UF	12	24	12	24	12	12	72	0	0	0	0	
81001-450-52-R	(2) SGCT MATCHED SET 800A	0	12	0	12	0	0	0	12	12	0	0	Power Devices (Year 12)
80159-701-51-R	Electrical Joint Compound Tube 225G	1 per 5 Drives						0	1	1	0	0	
81001-451-82-R	1500A SGCT.	12	0	12	0	12	12	0	12	12	0	0	

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FLP Plant – Medium Voltage Equipment

Part Number	Description	FLP Area						Agreement Coverage					Preventative Maintenance
		7008592-001-08 7000A	7008592-007-08 7000A	7012876-002-12 7000A	6504487342-102 7000A	6504697213-103 7000A	6504697213-104 7000A	Year 1	Year 2	Year 3	Year 4	Year 5	
80026-446-02-R	WASHABLE DOOR FILTER	2	2	2	2	2	2	12	12	12	12	12	Health Check (Annually)
81001-717-01-R	FIBERGLASS FILTER 432X795 MM	2	2	2	2	2	2	12	12	12	12	12	
81001-717-02-R	FIBERGLASS FILTER 540X795 MM	0	0	0	2	0	0	2	2	2	2	2	
81009-551-01-R	FIBERGLASS FILTER 332MMX540MM	0	0	0	1	0	0	1	1	1	1	1	
346567-Q01-R	DPM BATTERY	1	1	1	1	1	1	6	0	0	6	0	Batteries (Year 3,6,9,12,15,18)
22610-101-02-R	PKG-SK ROTRON FAN 115V W/LEADS	1	1	1	4	1	1	7	0	0	0	0	Power Supplies (Year 5,10,15,20)
22610-103-01-R	FAN MR2B3 SPARE PART	1	1	0	3	0	0	3	0	0	0	0	
1606-XLP30E A	AC/DC DIN MOUNTED PS	0	0	1	0	0	0	1	0	0	0	0	
1606-XLP72E A	Power Supply XLP 72 W Power Supply	0	0	0	1	1	1	3	0	0	0	0	
80026-044-06-R	IGCT POWER SUPPLY	4	4	2	2	2	2	8	0	0	0	0	
80026-518-01-R	DC/DC POWER SUPPLY,PKG	1	1	1	1	1	1	4	0	0	0	0	
PN-457450	PS, Chass, 85/264Vi, 60Vo, 1000W	1	1	1	1	0	0	2	0	0	0	0	
PN-457451	AC/DC PS, Chass, 85/264Vi, 60V, 600W	0	0	0	1	1	1	3	0	0	0	0	
80026-420-54-R	POWERWARE 9120 BATTERY ASSY	1	1	0	0	0	0	0	0	0	0	0	
80026-420-62-R	BATTERY FOR UPS 80026-702-02-R	0	0	1	0	0	0	1	0	0	0	0	
PN-543331	Battery Replenish Kit 9SX 1500VA UPS	0	0	0	1	1	1	3	0	0	0	0	
80190-800-01-R	SPS POWER SUPPLY 20VDC BOARD	0	0	12	12	12	12	48	0	0	0	0	
80026-845-03-R	FAN/MOTOR,460V,60HZ,5HP,50C	0	0	0	1	0	0	0	1	0	0	0	Main Cooling Fan (Year 7,14)
PN-321101	Fan, 380-480V, 3 Ph, 50/60 Hz, 1770	0	0	0	0	1	1	0	0	2	0	0	
80026-964-01-R	FAN/WEG MOTOR,230/460V,60HZ	1	1	1	0	0	0	1	0	0	0	0	
80026-508-08-R	PKG,ASC SNUBBER CAP,0.1UF	24	24	24	24	24	24	0	0	0	0	24	Snubber Capacitors (Year 10,20)
81001-450-52-R	PKGD (2) SGCT MATCHED SET 800A	0	0	0	12	0	0	0	0	0	0	0	Power Devices (Year 12)
80159-701-51-R	Electrical Joint Compound Tube 225G	1 per 5 Drives						1	0	0	0	0	
81004-286-52-R	400A SGCT ASSY - MATCHED PAIR	12	12	12	0	12	12	12	0	0	0	0	

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1.1.2.2 Support and Scheduling

Support will be provided during a standard workday schedule, as required, for the services defined in the Maintenance Schedule Table contained in the following section.

- Preventative Maintenance activities will be performed during standard working hours, defined as Monday through Friday between 6:00 a.m. and 6:00 p.m. local time (excluding Rockwell Automation observed holidays and weekends), for no more than ten (10) hours per day.
- Travel time and expenses are included based on local travel from Toledo, OH.
- Should services require additional time beyond that contemplated in this Statement of Work, such additional scope shall be addressed through the Documented Change Request (DCR) process.
- Subject to six (6) weeks' advance notice of the Customer's requested service date, Rockwell Automation will assign a qualified Field Service Professional ("FSP") located closest to the Customer's work site. If the Customer provides less than the required notice and a local qualified FSP is unavailable on the requested date, Rockwell Automation will offer the Customer the option to either:
 - wait until a locally qualified FSP becomes available, or
 - schedule an alternative out-of-region resource, which may incur additional travel charges.

1.1.2.2.1 Maintenance Schedule Tables

WPCP Plant – Medium Voltage Drives

Rockwell Automation PowerFlex® 7000 Medium Voltage Preventative Maintenance Schedule 5-Year Agreement																				
Prepared for City of Fort Wayne																				
Preventative Maintenance Activity Description and Length of Service Duties																5-Year Agreement Coverage				
Preventative Maintenance 5 Year Contract >																Year 1	Year 2	Year 3	Year 4	Year 5
Execution Year >																2026	2027	2028	2029	2030
PowerFlex 7000 Preventative Maintenance Year >																15	16	17	18	19
Description	Serial Number	Type	Catchup Period																	
2015-VFD-0303 CS Pump No. 3 2000-P-0303 PowerFlex®7000B 4160.0 V 1500.0 HP 260.0 FLA	7011893-002-11	ACD																		
2015-VFD-0307 CS Pump No. 7 2000-P-0307 PowerFlex®7000B 4160.0 V 1000.0 HP 131.0 FLA	7011893-004-11	ACD																		
2015-VFD-0304 CS Pump No. 4 2000-P-0304 PowerFlex®7000B 4160.0 V 1500.0 HP 260.0 FLA	7011893-011-11	ACD																		
2015-VFD-0308 CS Pump No. 8 2000-P-0308 PowerFlex®7000B 4160.0 V 1000.0 HP 131.0 FLA	7011893-013-11	ACD																		
PowerFlex 7000 Preventative Maintenance Year >			-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Description	Serial Number	Type																		
CSPS 5 PowerFlex®7000B 4160.0 V 2000.0 HP 325 FLA	6505492128-101	ACD																		
CSPS 6 PowerFlex®7000B 4160.0 V 2000.0 HP 325 FLA	6505492128-201	ACD																		

LCD Liquid Cooled Drive
ACD Air Cooled Drive
MVC Medium Voltage Contactor
RVSS Reduced Voltage Soft Starter
LDS Load Disconnect Switch
Red Major Service Past Due
Blue Major Service Catchup
Purple Major Service Adjusted
Black Per Schedule

FLP Plant – Medium Voltage Drives

Rockwell Automation PowerFlex® 7000 Medium Voltage Preventative Maintenance Schedule 5-Year Agreement

Prepared for City of Fort Wayne

Preventative Maintenance Activity Description and Length of Service Duties																				5-Year Agreement Coverage				
Preventative Maintenance 5 Year Contract >																				Year 1	Year 2	Year 3	Year 4	Year 5
Execution Year >	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	
PowerFlex 7000 Preventative Maintenance Year >	-	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	
Description	Serial Number	Type																						
3570-ASD-0315 High Service Pump No. 15 PowerFlex®7000A 4160.0 V 800.0 HP 105.0 FLA	7008592-001-08	ACD	Fort Wayne Water Filtration 1100 Griswold Dr. Fort Wayne, IN 46805																					
3570-ASD-0316 High Service Pump No. 16 PowerFlex®7000A 4160.0 V 800.0 HP 105.0 FLA	7008592-007-08	ACD																						
PowerFlex 7000 Preventative Maintenance Year >	-	-	-	-	-	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	
3570-ASD-0318 PowerFlex®7000A 4160.0 V 800.0 HP 103.0 FLA	7012876-002-12	ACD	Fort Wayne Water Filtration 1100 Griswold Dr. Fort Wayne, IN 46805																					
PowerFlex 7000 Preventative Maintenance Year >	-	-																					-	-
"Drive with no nameplate on drawings" PowerFlex®7000B 4160.0 V 1250.0 HP 180.0 FLA	6504487342-102	ACD	Fort Wayne Water Filtration 1100 Griswold Dr. Fort Wayne, IN 46805																					
PowerFlex 7000 Preventative Maintenance Year >	-	-																					-	-
HSP # 14 PowerFlex®7000A 4160.0 V 800.0 HP 100.0 FLA	6504697213-103	ACD	Fort Wayne Water Filtration 1100 Griswold Dr. Fort Wayne, IN 46805																					
PowerFlex®7000A 4160.0 V 800.0 HP 100.0 FLA	6504697213-104	ACD																						
																				Length of Onsite Services				
																				12 Days onsite	7 Days onsite	8 Days onsite	6 Days onsite	8 Days onsite

LCD	Liquid Cooled Drive	Red	Major Service Past Due
ACD	Air Cooled Drive	Blue	Major Service Catchup
MVC	Medium Voltage Contactor	Purple	Major Service Adjusted
RVSS	Reduced Voltage Soft Starter	Black	Per Schedule
LDS	Load Disconnect Switch		

Low Voltage Drives

Rockwell Automation PowerFlex® 700/753/755 & 1336 Plus II Preventative Maintenance Schedule 5-Year Agreement						Preventative Maintenance Activity Description and Length of Service Duties				
Preventative Maintenance 5 Year Contract >						5-Year Agreement Coverage				
Execution Year >						Year 1	Year 2	Year 3	Year 4	Year 5
						2026	2027	2028	2029	2030
Description	Serial Number	Family	Extended Parts Warranty	Frame	Location					
Headworks Electrical West Drive Group	P1USX0033-1	700	No	8	Fort Wayne Water Pollution 2601 Dwenger Ave. Fort Wayne, IN 46803 & Fort Wayne Water Filtration 1100 Griswold Dr. Fort Wayne, IN 46805	Health Checks	Health Checks	Health Checks	Health Checks	Health Checks
	P1USX0033-3	700	No	8						
	P1USX0033-4	700	No	8						
	P1USX0033-5	700	No	8						
	P1USX0033-6	700	No	8						
Morton Street Drive Group	P1USXC0085-1	755	Yes	8		10 consecutive standard days	10 consecutive standard days	9 consecutive standard days	9 consecutive standard days	8 consecutive standard days
	P1USXC0085-2	755	Yes	8						
	P1USXC0085-3	755	Yes	8						
	P1USXC0085-4	755	Yes	8						
	P1USXC0085-5	755	Yes	8						
Chlorine Contact Drive Group	P1USXC0085-6	755	Yes	6		10 consecutive standard days	10 consecutive standard days	9 consecutive standard days	9 consecutive standard days	8 consecutive standard days
	P1USXC0085-7	755	Yes	6						
Effluent Pump Station Drive Group	R1USX00589-1	753	Yes	6		10 consecutive standard days	10 consecutive standard days	9 consecutive standard days	9 consecutive standard days	8 consecutive standard days
	R1USX00589-2	753	Yes	6						
	R1USX00589-3	753	Yes	6						
	R1USX00589-4	753	Yes	6						
	R1USX00589-5	753	Yes	6						
Electrical Building Drive Group	R1USX00153-1	753	Yes	6		10 consecutive standard days	10 consecutive standard days	9 consecutive standard days	9 consecutive standard days	8 consecutive standard days
	R1USX00153-2	753	Yes	6						
Deep Watering	P1USXC0345-001	755	Yes	8		10 consecutive standard days	10 consecutive standard days	9 consecutive standard days	9 consecutive standard days	8 consecutive standard days
	P1USXC0345-002	755	Yes	8						
	P1USXC0345-003	755	Yes	8						
	P1USXC0345-004	755	Yes	8						
Northwest Pump #3	22707098	753	Yes	6	10 consecutive standard days	10 consecutive standard days	9 consecutive standard days	9 consecutive standard days	8 consecutive standard days	
Northwest Pump #4	80418576	753	Yes	6						

1.1.2.2.2 Medium Voltage Preventative Maintenance Scope of Work

Physical Checks

- Record/Validate Drive, Motor and Feedback Device Nameplate Information
- Examine environment in which drive is installed (clean, ambient temperature – visual) and record.
- Inspect input/output/bypass contactor sections.
- Inspect all associated drive components for loose power cable connections and ground cable connections.
- Torque all loose cables to the required torque specifications.
- Inspect the bus bars and check for any signs of overheating / discoloration and tighten the bus connections to the required torque specifications.
- Use torque sealer on all connections.
- Clean all cables and bus bars that exhibit dust build-up.
- Carry out the integrity checks on the signal ground and safety grounds.
- Check for any visual/physical evidence of damage and/or degradation of components in the low voltage compartments. This includes Relays, Contactors, Timers, Terminal connectors, Circuit breakers, Ribbon cables, Control Wires, etc.; causes could be corrosion, excessive temperature, or contamination.
- Clean all contaminated components using a vacuum cleaner and wipe clean components where appropriate.
- Check for any visual/physical evidence of damage and/or degradation of components in the medium voltage compartments (inverter/rectifier, cabling, DC Link, contactor, load break, harmonic filter, etc.). This includes main cooling fan, power devices, heat sinks, circuit boards, insulators, cables, capacitors, resistors, current transformers, potential transformers, fuses, wiring, etc.; Causes could be corrosion, excessive temperature, or contamination.
- Carry out the physical inspection and verification of the proper operation of the contactor/isolator interlocks, key interlocks, and door interlocks.
- Physical verification of the additional cooling fans mounted in the AC Line Reactor cabinet; check the Harmonic Filter cabinet for mounting and connections.
- Clean the fans and ensure that the ventilation passages are not blocked, and the impellers are freely rotating without any obstruction.
- Carry out the insulation meggering of the drive, motor, isolation Megger the drive, motor, isolation transformer/line reactor, and the associated cabling.
- Check clamp head indicator washers for proper clamp pressure and adjust as necessary.
- Check resistors and capacitors for all snubber resistors, sharing resistors and snubber capacitors.

Control Power Checks

- Apply 3 Phase Control power to the drive, and test power to all the vacuum contactors (input, output, and bypass) in the system, verifying all contactors can close and seal.
- Verify all single-phase cooling fans for operation.
- This includes the cooling fans in the AC/DC Power supplies, DC/DC converter.
- Verify the proper voltage levels at the CPT (if installed), AC/DC Power Supplies, DC/DC converter, isolated gate power supply boards.
- Verify the proper gate pulse patterns using Gate Test Operating Mode
- If there have been any changes to the system during the outage, place the drive in System Test Operating Mode and verify all functional changes.

Final Power Checks Before Restarting

- Put all equipment in the normal operating mode and apply medium voltage.
- If there were any changes to the motor, input transformer, or associated cabling, retune the drive to the new configuration using auto tuning.
- Save all parameter changes (if any) to NVRAM.
- Run the application up to full speed/full load.

- Capture the drive variables while running, in the highest access level if possible.

Consultation and Remediation

- Review Maintenance and Operator Logs
- Informal Instruct on drive operation and maintenance.
- Reminder of safety practices and interlocks on MV equipment, and on specific operating concerns
- Reminder of the need to properly identify operating conditions.
- Review installed equipment revisions and compare against any known Product Service Advisories
- Make recommendations on critical spares stocking.
- Perform Maintenance & Record

1.1.2.2.3 Service Maintenance Schedule

MV VFD Preventative Maintenance includes a visual inspection of all drive components visible from the front of the unit, power component resistance checks, power supply voltage level checks, tightness checks for all accessible power connections, general cleaning, and maintenance.

The 20-year service maintenance schedule of a MV VFD is shown below.

Rockwell Automation Medium Voltage VFD Preventative Maintenance Schedule		0	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20
Air-Cooling System	Interval Periods (In Years)	C/R	C/R	C/R	C/R	C/R	C/R	C/R	C/R	C/R	C/R	C/R	C/R	C/R	C/R	C/R	C/R	C/R	C/R	C/R	C/R	C/R
	Door Mounted Air Filters	-	I	I	I	I	I	I	RFB/R	I	I	I	I	I	I	RFB/R	I	I	I	I	I	I
	Main Cooling Fan Motor	-	I	I	I	I	I	I	RFB/R	I	I	I	I	I	I	RFB/R	I	I	I	I	I	I
	Redundant Cooling Fan Moto (if supplied)	-	I	I	I	I	I	I	RFB/R	I	I	I	I	I	I	RFB/R	I	I	I	I	I	I
Liquid-Cooling System	Small Aux. Cooling Fans "Caravel"	-	I	I	I	I	R	I	I	I	I	R	I	I	I	I	R	I	I	I	I	I
	Mesh Filters	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C
	De-ionizing Filter Cartridge	R	R	R	R	R	R	R	R	R	R	R	R	R	R	R	R	R	R	R	R	R
	All Fittings / Connections / Hose Clamps	-	I	I	I	I	I	I	I	I	I	I	I	I	I	I	I	I	I	I	I	I
	Redundant Cooling Pump Motor / Pumps	-	I	I	I	I	I	I	I	I	I	I	I	I	I	I	I	I	I	I	I	I
	Redundant Cooling Pump Motor Seals	-	I	I	I	I	I	I	I	I	I	R	I	I	I	I	I	I	I	I	I	I
Power Switching Components	Thermostatic Valve Element	-	I	I	I	I	I	I	R	I	I	I	I	I	I	R	I	I	I	I	I	I
	Power Devices (SCGTs / SCRs)	-	I	I	I	I	I	I	I	I	I	I	I	I	R	I	I	I	I	I	I	I
	Snubber Resistors / Sharing Resistors / HECS	-	I	I	I	I	I	I	I	I	I	I	I	I	I	I	I	I	I	I	I	I
	Rectifier Snubber Capacitors	-	I	I	I	I	I	I	I	I	I	I	Rv/R	I	I	I	I	I	I	I	I	Rv/R
	Inverter Snubber Capacitors	-	I	I	I	I	I	I	I	I	I	I	R	I	I	I	I	I	I	I	I	R
Integral Magnetics / Power Filters	Integrated Gate Driver Power Supply	-	I	I	I	I	RFB/R	I	I	I	I	RFB/R	I	I	I	I	RFB/R	I	I	I	I	RFB/R
	Self-Powered SGCT Power Supply (SPS)	-	I	I	I	I	RFB/R	I	I	I	I	RFB/R	I	I	I	I	RFB/R	I	I	I	I	RFB/R
	Isolation Transformer / Line Reactor	-	I	I	I	I	M	I	I	I	I	M	I	I	I	I	M	I	I	I	I	M
Control Cabinet Components	DC Link / Common Mode Choke	-	I	I	I	I	M	I	I	I	I	M	I	I	I	I	M	I	I	I	I	M
	Line / Motor Filter Capacitors	-	I	I	I	I	M	I	I	I	I	M	I	I	I	I	M	I	I	I	I	M
	AC / DC and DC / DC Power Supplies	-	I	I	I	I	RFB/R	I	I	I	I	RFB/R	I	I	I	I	RFB/R	I	I	I	I	RFB/R
	Control Boards	-	I	I	I	I	I	I	I	I	I	I	I	I	I	I	I	I	I	I	I	I
Connections	Batteries (DCBs and CIB)	-	I	I	R	I	I	R	I	I	R	I	I	R	I	I	R	I	I	R	I	I
	Battery Module (UPS)	-	I	I	I	I	R	I	I	I	R	I	I	R	I	I	R	I	I	R	I	I
	Low Voltage Terminal Connections / Plug-in Connections	-	I	I	I	I	I	I	I	I	I	I	I	I	I	I	I	I	I	I	I	I
	Medium Voltage Connections	-	I	I	I	I	I	I	I	I	I	I	I	I	I	I	I	I	I	I	I	I
Enhancements	Heatsink Bolted Connections	-	I	I	I	I	I	I	I	I	I	I	I	I	I	I	I	I	I	I	I	I
	Medium Voltage Connections (Rectifier)	-	-	-	I	-	-	I	-	-	I	-	-	I	-	-	I	-	-	I	-	-
	Medium Voltage Connections (Inverter)	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Operational Conditions	Firmware	-	-	-	Rv	-	-	Rv	-	-	Rv	-	-	Rv	-	-	Rv	-	-	Rv	-	-
	Hardware	-	-	-	Rv	-	-	Rv	-	-	Rv	-	-	Rv	-	-	Rv	-	-	Rv	-	-
Spare Parts	Parameters	-	I	I	Rv	I	I	Rv	I	I	Rv	I	I	Rv	I	I	Rv	I	I	Rv	I	I
	Variables	-	I	I	Rv	I	I	Rv	I	I	Rv	I	I	Rv	I	I	Rv	I	I	Rv	I	I
Spare Parts	Application Concerns	-	I	I	Rv	I	I	Rv	I	I	Rv	I	I	Rv	I	I	Rv	I	I	Rv	I	I
	Inventory / Needs	-	I	I	Rv	I	I	Rv	I	I	Rv	I	I	Rv	I	I	Rv	I	I	Rv	I	I

Figure 1: 20 Year Service Maintenance Schedule

Note the following when reading the schedule:

- **I – Inspection** indicates that the component should be inspected for signs of excessive accumulation of dust or debris and/or external damage.
- **M – Maintenance** indicates a maintenance task that is outside the normal preventative maintenance tasks and can include the inductance testing of Line Reactors/DC Links, or the full testing of an isolation transformer.

- **R – Replacement** indicates that the component has reached its mean operational life and should be replaced to decrease the chance of component failure.
- **C – Cleaning** indicates the cleaning of a part that can be reused.
- **Rv – Review** refers to a discussion with Rockwell Automation.
- **RFB/R – Refurbishment/Replacement** indicates that the parts can be refurbished at lower cost, or the parts can be replaced with new ones.

1.1.2.2.4 Replacement Procedures and Preventive Maintenance Governance

Replacement of any Power Devices contemplated under this Proposal shall be executed strictly in accordance with Rockwell Automation's established return and refurbishment procedures, which mandate the return of all replaced components to Rockwell Automation.

For the duration of the Contract Term, Rockwell Automation reserves the right, at its sole discretion, to review, amend, and/or modify the Preventive Maintenance strategy. Such modifications may encompass, without limitation, adjustments to scope, timing, replacement methodology, or commercial treatment, should subsequent technical evaluations identify conditions reasonably likely to materially affect system reliability, safety, or total cost of ownership. Any deviations, interpretations, or nonstandard recommendations shall be subject to alignment with, and formal approval by, the Medium Voltage Business Unit (MVBU).

1.1.2.2.5 Low Voltage Preventative Maintenance Scope of Work

Power Off Checks (NO Drive Power applied)

Record/Validate Drive, Motor and Feedback Device Nameplate Information

- Verify input voltage
- Remove/open drive covers and inspect for component damage & discoloration
- Examine environment in which drive is installed and record.
- Inspect drive power module for arcing, contamination, and debris; clean any debris.
- Verify cooling fans are free of contamination and rotate freely.
- Examine all AC and DC power terminations; ensure connections are secure per Rockwell Automation specifications.
- Examine all I/O wiring terminations; ensure connections are secure and torqued per Rockwell Automation specifications.
- Examine drive wiring; ensure compliance per Rockwell Automation specifications (wire sizing, ratings).
- Perform ground checks on drive system (perform Megger test on leads in motor only).
- Check drive control power & AC Input protection (Breakers/Fuses) for proper ratings — Verify fuse connections are secure with no discoloration.
- Perform power module checks, resistance and capacitance checks per Rockwell Automation specification, record measurements.
- Compare actual wiring to wire diagrams (if available); record differences.

Power On – Standby Checks

- Check all status indicators and LEDs on drive for proper state.
- Review fault and alarm queues; record all previous faults and alarms; clear queue when complete.
- Verify any installed HIM's or displays are functioning/displaying proper information (if applicable).
- Measure and record incoming phase-to-phase AC line voltage.
- Measure and record the incoming Phase to Ground AC Line Voltage.
- Measure and record the DC Bus voltage.
- Measure and record control voltage (If 120VAC, Verify grounded neutral).
- Measure and record power supply levels.
- Verify cooling fans are all operational.

- Upload and save drive parameters to a file – Verify backup file revision dates.
- Verify or Enable “Enhancement Parameters” – Predictive Maintenance, Adaptive Control, etc (755T).
- Compare uploaded drive parameters with previously saved parameter files.
- Check Firmware Revision (upgrade as needed with customer approval)

Power On – Run Checks

- Measure incoming AC line voltage and current; compare against standby measurement.
- Monitor AC Motor Voltage
- Measure and Record DC Bus Voltage
- Measure and Record Motor Phase Current

Consultation and Remediation

- Review Maintenance & Operator Logs.
- Review Predictive Maintenance remaining life calculation (755T drives).
- Review onsite spare parts availability and provide recommendations.
- Review installed equipment revisions and compare against any known Product Service Advisories (PSAs).
- Perform Maintenance and Record.

Service Maintenance Schedule

LV VFD Preventive Maintenance includes a visual inspection of all drive components visible from the front of the unit, power component resistance checks, power supply voltage level checks, tightness checks for all accessible power connections, general cleaning, and maintenance.

1.1.2.2.6 Maintenance Schedule for LV VFD.

Please follow links to LV VFD Maintenance schedules.

PowerFlex 753/755 –

https://literature.rockwellautomation.com/idc/groups/literature/documents/tg/750-tg001_-en-p.pdf

PowerFlex 753/755T –

https://literature.rockwellautomation.com/idc/groups/literature/documents/tg/750-tg100_-en-p.pdf

1.1.2.2.7 Low Voltage Preventative Maintenance Scope of Supply (Obsolete Drive)

This Scope of Work outlines the inspection services to be performed on Rockwell Automation PowerFlex 700/1336 drives (discontinued), which are now obsolete:

The PowerFlex 700 & 1336 product line has been obsoleted and is no longer supported by Rockwell Automation with spare parts, upgrades, or warranty coverage.

1.1.2.2.7.1 Scope of Services

- Provide a **visual and functional inspection** of the drive.
- Document the current condition of the equipment.
- Identify potential risks or issues that may affect continued operation.
- Deliver a report summarizing findings for customer awareness.

Visual Inspection

- Check for signs of physical damage, corrosion, overheating, or contamination.
- Inspect wiring connections, terminal integrity, and enclosure condition.

Operational Inspection

- Verify power-up sequence (if safely possible).
- Observe drive indicators, alarms, or fault codes.

- Record operational status and any anomalies.

Documentation

- Provide a written inspection report including observations, photos (if applicable), and recommendations for risk mitigation.

Exclusions

The following are **explicitly excluded** from this scope:

- No replacement of parts or components.
- No corrective maintenance or repairs.
- No firmware/software updates.
- No warranty or guarantee of continued operation.
- No performance testing beyond basic inspection.

Limitations

- Due to product obsolescence, OEM support is unavailable.
- Inspection results are for informational purposes only.
- Continued operation of the drive is at the customer's discretion and risk.

Deliverables

- Inspection report detailing:
 - Drive condition (visual and operational).
 - Identified risks or concerns.
 - Recommendations for future planning (e.g., migration to supported product line).

Customer Responsibilities

- Ensure safe access to the drive for inspection.
- Provide necessary lockout/tagout procedures.
- Supply any historical documentation or operational records available.

Recommendation

- The PowerFlex 700/1336 drive has been obsoleted, with no OEM support, spare parts, upgrades, or warranty coverage available.
- Continued reliance on this equipment presents significant operational and reliability risks.
- It is strongly recommended that the customer develop a modernization plan to migrate from the obsolete PowerFlex 700/1336 to a currently supported Rockwell Automation drive platform.
- Modernization will:
 - Ensure access to OEM support, spare parts, and warranty coverage.
 - Improve system reliability and reduce the risk of unexpected downtime.
 - Provide opportunities for enhanced performance, energy efficiency, and integration with modern automation systems.

1.1.2.3 System Documentation

Rockwell Automation will provide the following deliverables as part of the services described in this Statement of Work:

- A Preventative Maintenance Service Report documenting the work performed, observations, and findings four (4) weeks following completion of the services.

1.1.2.4 Requirements Schedule

At release of order, City of Fort Wayne will provide:

- Drawings (updated with the latest changes to the equipment).
- Detailed photos of the existing drives at site.

1.1.2.5 Change Management

The Preventative Maintenance Plus (PM+) program scope and pricing are based on the drives, locations, and serial numbers identified in the proposal at the time of order acceptance.

Added Drives

- Drives added after order acceptance are excluded from scope until formally incorporated through either:
 - a mutually executed Documented Change Request (DCR), or
 - issuance and acceptance of a new proposal, at Rockwell Automation’s discretion.
- Eligibility for Preventative Maintenance Plus coverage, including extended parts warranty, will be determined based on drive family, voltage class, condition, and remaining contract duration.

Deleted or Replaced Drives

- Drives removed from service, decommissioned, replaced, or rendered inaccessible shall be removed from scope via a DCR.
- Pricing adjustments, if any, shall be handled in accordance with the agreement’s commercial terms and do not entitle the Customer to retroactive credits unless expressly stated.

Effective Date

- No additions, deletions, or pricing adjustments shall be effective until documented and approved in writing.

Preventative Maintenance and extended warranty coverage apply only to drives explicitly listed in the accepted asset schedule and do not automatically transfer to replacement or newly installed equipment.

1.1.2.5.1 Cancellation

The City of Fort Wayne has the right to cancel this Agreement by providing Rockwell Automation with sixty (60) days’ written notice prior to the effective date of cancellation.

Cancellation fees shall apply based on the status of hardware shipment and the remaining term of the Agreement, as outlined below.

If Hardware Has Been Shipped

MONTHS ON AGREEMENT	Cancellation Fee (of remaining balance)
12 months or less	20%
13-24	20%
25-36	20%
37-48	20%
49-60	20%

If Hardware Has Not Been Shipped

MONTHS ON AGREEMENT	Cancellation Fee (of remaining balance)
12 months or less	15%
13-24	15%
25-36	15%
37-48	15%
49-60	15%

1.1.2.6 Extended Parts Warranty Agreement

Extended Parts Warranty coverage under this agreement is limited to the specific drive families identified below and applies only to drives enrolled in the Preventative Maintenance Plus (PM+) program and identified by serial number.

Eligible Drive Families

Extended Parts Warranty coverage includes only the following PowerFlex® drive families:

- PowerFlex® 7000 (Medium Voltage)
- PowerFlex® 753 (Low Voltage)
- PowerFlex® 755 (Low Voltage)

Non-Eligible Drive Families

The following drive families do not qualify for Extended Parts Warranty coverage under this agreement:

- PowerFlex® 1336 family
- PowerFlex® 700 family

Drives within these non-eligible families may receive Preventative Maintenance services where included in the Statement of Work; however, they are expressly excluded from Extended Parts Warranty coverage.

Extended Parts Warranty coverage does not automatically transfer to replacement equipment, upgraded models, or newly installed drives unless expressly approved in writing and incorporated through the applicable change control process.

1.1.2.6.1 Scope of Services

Rockwell Automation will provide Remanufacturing and Exchange services in accordance with the equipment identified in Drives Preventive Maintenance: Basis for Statement of Work section for the warranty agreement term of 5 Years. This warranty agreement is for parts replacement/exchange only.

During execution, it is possible that some “out of scope” items may be discovered due to changes in customer requirements or deviation from scope and assumptions stated in the technical proposal. In such cases, Rockwell Automation will provide a change order for the mutually agreed upon items and determine at that time if the additional scope will be included in the project.

Modules sent for warranty claim must be returned in repairable condition. Modules declared non-repairable due to physical damage will be returned to the customer. At which time the customer will be billed (against the original purchase order or new purchase order) the normal net purchase price for a new unit.

In certain cases, Rockwell Automation may determine that a module submitted for a warranty claim be deemed billable for various reasons (i.e., customer negligence, outside of warranty period, etc.). If

submitted module is determined to be outside of warranty coverage, Rockwell Automation will communicate that the transaction is billable and will proceed with order activities.

- A. **Product Coverage:** This agreement applies to the remanufacture/exchange/or repair of Rockwell Automation products by Rockwell Automation.
1. Direct Replacement
 - a) This agreement does not cover the purchase of direct replacement or new products.
 - b) This agreement does not apply to potentially available upgrade programs.
 2. Obsolete Products
 - a) Obsolete products that are no longer repairable are not included in this extended warranty service.
 3. On-Site Labor
 - a) Labor charges differ by country. Contact your local Rockwell Automation Distributor or Sales Office for current callout services rates and delivery terms.
- B. **Term:** Pricing for the Extended Parts Warranty is for a period of 5 Years
- C. **Implementation:** Upon acceptance of Purchase order.
1. Valid serial numbers for the respective parts must be provided and verified prior to final acceptance of Purchase Order.
- D. **Options Upon Expiration of Agreement Term:**
1. Renewal: Renewal is based on current list price of product.
- E. **Remanufacture/Priority Exchange Process:**
1. Agreement Number must be referenced on all transactions.
 2. Upon failure of a repairable module, the module will be returned to Rockwell Automation for repair. Priority Exchange can be requested at Customer expense (subject to availability).
 - a) If the Priority Exchange program is utilized, a replacement module will be provided in exchange for the failed core. Modules returned for exchange must be returned in repairable condition. Modules declared non-repairable due to physical damage will be returned to the customer, at which time the customer will be billed their net purchase price for the exchanged module.
 - b) If the Priority Exchange program is utilized, a replacement will be shipped in advance of receipt of the failed core. The failed core must be returned within 30 days of receipt of the exchanged module. Cores returned within 30-60 days will result in billing of a core late return fee. Failure to return a core after 60 days will result in billing of a net purchase price for the exchanged module plus core non-return fee. Credits will not be issued for cores returned after 60 days.
 - c) To receive after-hours emergency parts support for Rockwell Automation products, go to <https://rockwellautomation.custhelp.com/app/phone> for country-specific phone support number. Normally there is an emergency service handling charge for any after hour part shipment request; however, under this agreement this fee will be waived.
 - d) If a same day next flight out shipment is required (and available) on Priority Exchange transactions, Customer will be responsible for those charges. This charge applies to units both in and out of warranty.

1.1.2.6.2 Preventative Maintenance Procedure

A Rockwell Automation Field Service Professional will follow all Lockout/Tagout (LOTO) policies to safely remove power and confirm removal of stored energy.

Drive Extended Warranty entitlement will begin after delivery of the first scheduled maintenance activity. This will ensure drive is in optimal condition to be covered by the extended warranty.

1.1.3 Services

1.1.3.1 Services Scheduling

Subject to six (6) weeks' advance notice of the Customer's requested service date, Rockwell Automation will assign a qualified Field Service Professional ("FSP") located closest to the Customer's work site. If the Customer provides less than the required notice and a local qualified FSP is unavailable on the requested date, Rockwell Automation will offer the Customer the option to either:

1. wait until a locally qualified FSP becomes available, or
2. schedule an alternative out-of-region resource, which may incur additional travel charges.

1.1.3.2 Services Not Covered

The following items are **NOT** included in this Statement of Work.

- Removal of, or protection from, hazardous materials.
- Electrical, structural, civil, piping, or mechanical designs and installation outside of statement of work
- Site assistance during installation outside of statement of work
- No approval drawings or approval cycle included.
- Supply or modification of network media between enclosures, buildings and process areas
- Any modifications to conduit and/or wiring that extends outside the Rockwell Automation structure detailed in this Statement of Work
- Connections to 3rd party equipment
- Field modifications upgrades or engineering changes.
- Formal operator, maintenance, or electrical training
- Dispose of coolant if required.
- Freight
- Quarantine time
- Standby Time

1.2 Customer Responsibilities

The City of Fort Wayne shall be responsible for the following:

- Ensure all Medium Voltage and Low Voltage equipment is unpowered, locked out, and ready for service at the scheduled time of execution, unless energized work is expressly required and approved.
 - Provide a clear and unobstructed path to all equipment included in this Statement of Work.
- Provide detailed and current photographs of the existing Medium Voltage and Low Voltage equipment installations upon request.
- Ensure that all required permits, authorizations, and site access approvals are in place prior to the arrival of Rockwell Automation Field Service personnel.
- Provide any documentation required to support the completion of Medium Voltage and Low Voltage Preventative Maintenance activities upon receipt of order acknowledgment.
- Provide appropriate lifting and handling equipment, including cranes, hoists, forklifts, or other suitable means, for:
 - the removal and replacement of Medium Voltage main cooling fans,
 - handling of Medium Voltage power cages, and
 - handling or removal of heavy Low Voltage drive components, where applicable.

Failure to provide required documentation, site readiness, access, or customer-supplied equipment may result in service delays. Any resulting impacts to schedule or scope shall be addressed through the Documented Change Request (DCR) process.

1.2.1 Single Point of Contact

The Customer shall designate a qualified representative authorized to act on the Customer's behalf for all matters related to this project. This representative shall possess a working knowledge of the equipment and associated processes and shall be reasonably available to support Rockwell Automation personnel during normal working hours.

1.2.2 Maintenance, Electrical, and Operations Staff

Customer will provide appropriate personnel knowledgeable in the process, operation, and control system supplied to assist Rockwell Automation personnel.

1.2.3 Access to the System

Customer will make the applicable processes and/or systems available to Rockwell Automation personnel during the mutually agreed upon schedule for services and equipment implementation as described in this Statement of Work.

1.3 Assumptions, Clarifications, and Exceptions

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

Reference	Assumptions (A), Clarifications (C), and Exceptions (E)
A1	All aspects of mechanical, electrical, and process safety are responsibilities of Customer.
A2	All mechanical / electrical work outside of the Rockwell Automation equipment specified in this proposal is to be installed and managed by Customer unless otherwise specified in this Statement of Work.
C1	Quotation Scope. This quotation includes only the hardware, software, and services that are specified in the Statement of Work.
C2	Statement of Work Validity. This Statement of Work is valid for 30 days from date of issue.
C3	Documentation. All project and system documentation will be in English and furnished in electronic format unless otherwise stated. Translation into other languages is not included in this Statement of Work.
C4	System Performance and Design. Rockwell Automation is a manufacturer of industrial control equipment that is component parts on machines or manufacturing systems designed by others. As the provider of control equipment or engineering services related to that equipment, Rockwell Automation's description of responsibility is limited to the individual controls of the system only. The overall performance and overall design of the machine or manufacturing system, including safety features and failure modes, are the responsibility of others and are not included in Rockwell Automation's description of Work.
C5	RoHS. Customer supplied/specified products will meet all applicable material restrictions as defined in RoHS. If it does not, Customer will notify Rockwell Automation prior to shipment of the Customer supplied/specified products to Rockwell Automation. Customer will indemnify Rockwell Automation against any claim arising out of Rockwell Automation's use of Customer supplied/specified products.
C6	Hazardous Materials. Rockwell Automation is not responsible for the removal of or protection from hazardous materials.
C7	Existing Devices. Customer represents that any existing operator, machine-mounted, or field devices that are in use or are to be reused are in good working order and will be

Reference	Assumptions (A), Clarifications (C), and Exceptions (E)
	repaired or replaced by Customer when required. Repair and/or replacement of damaged devices is not included in Rockwell Automation's Statement of Work.
C8	Existing Equipment. Rockwell Automation is not responsible for electrical/mechanical adjustments, or changes/replacements to existing equipment required for advancing the process into a production status. This includes system performance consulting and support of equipment supplied by others that affects the performance of Rockwell Automation supplied equipment outside of this Statement of Work.
C9	Safety Integrity Level - Control System. The control system supplied by Rockwell Automation is not specifically designed to meet any Safety Integrity Level (SIL) in accordance with international/US national standard IEC-61511 / ISA84.00.01. Accordingly, it is therefore the responsibility of Customer to ensure that other measures - separate and distinct from the Rockwell Automation Statement of Work - are in place to ensure that the overall system operation is not impaired in the event of a failure of the Rockwell Automation control system.
C10	Rigging and Handling. Rigging and handling to receive, store, move and set the Rockwell Automation supplied equipment is the responsibility of Customer. The equipment will be stored at Customer's facility in a mutually agreed upon area. A secure and dry area is required.
C11	Installation Services. Demolition, installation, and wiring services are not included in this Statement of Work. Rockwell Automation Installation Services can be offered upon request at an additional expense.
C12	Optional Services. Extended warranties, additional training, additional engineering support, and other services are available upon request and are not included in this Statement of Work.
C13	Spare Parts. Spare parts, outside of this Statement of Work, are not included in this proposal.
C14	This is based on all previous PM's being completed in the previous years, unless otherwise specified
C15	Documented Change Request (DCR) Process. Changes to this scope of work requested by Customer throughout the duration of the project will be identified and communicated through project management at Rockwell Automation. Estimates for the material costs, labor, and schedule impacts will be prepared when a change in scope is identified. Refer to the change provision of the Terms and Conditions of Sale referenced in this Statement of Work.
C16	Customer or Site Specific Requirements. This Statement of Work does not include Customer specific requirements or on-site activities such as Customer or site specific safety training, background checks, international work visas, and copies of expense receipts. Rockwell Automation must be made aware of any such requirements prior to contract award. Costs for associated time and expenses incurred while complying with such requirements will be at Customer expense.
C17	Working Hours. Standard Rockwell Automation working hours are Monday through Friday, 8:00 AM to 6:00 PM (first 8 hours/day). Hours not included in the scope of this Statement of Work and worked outside the standard working hours will be billed as follows: <ul style="list-style-type: none"> • 1.5 Times Standard Rate - Saturdays and any hours exceeding eight (8) on a weekday. • 2.0 Times Standard Rate - Sundays and holidays
C18	Travel Time & Expenses. Travel time and expenses in excess of those which are included in this Statement of Work will be billed as follows: <ul style="list-style-type: none"> • Travel time to and from the jobsite is billed at the standard rate. • Transportation, auto rental, lodging, meals, phone, and miscellaneous expenses are billed at cost plus a 10% administrative handling fee.

Reference	Assumptions (A), Clarifications (C), and Exceptions (E)
C19	Stand-by Time. Stand-by time is not included in the scope of Work for the duration of this project. Stand-by time is defined as any delays due to issues beyond the control of Rockwell Automation. Examples include time spent on-site waiting for completion of the installation and wiring, time spent waiting for the correction of construction, and time spent troubleshooting field wiring errors. Costs for associated time and expenses incurred while complying with such requirements will be at Customer expense.
C20	Cancellation. Customer shall pay all costs of cancellation (including third-party commitments, reasonable profit, and overhead) upon submission of Rockwell Automation's invoices. The applicable cancellation charge will be determined upon Rockwell Automation receipt of Customer cancellation notification.
C21	Work Site Safety. Customer is responsible for assuring a safe and secure work environment, compliant with relevant local, state, provincial, and nationally recognized standards and regulations, for work at the site.
C22	<p>Information Security Standards</p> <p>In the performance of all Work pursuant to this Agreement and Statement of Work, Customer and Rockwell Automation will comply with the following standards and practices:</p> <p>1. Data Transmission</p> <p>Customer agrees that all transmission or exchange of sensitive data with Rockwell Automation shall take place via secure means {e.g., Rockwell Automation's SharePoint system; password-protected, using a complex password; encrypted WinZip sent via e-mail, or, for large files, Hightail File Transfer Service; Secure File Transfer Protocol (SFTP); physical media such as paper/DVD sent securely; or another equally secure means of transport}. If Customer requires Rockwell Automation to use a Customer-specified system, the security of the data in transit and at rest once sent from Rockwell Automation is Customer's sole responsibility.</p> <p>2. Customer-Provided Hard Disk</p> <p>If Rockwell Automation personnel are required to use Customer-provided hard disks, Customer agrees to provide the hard disk with designated backup and recovery processes and in encrypted form, using commercially supported or industry 'best of breed' open source encryption solutions. The Customer must use commercially reasonable efforts to ensure against introduction of any malicious software into Rockwell Automation's systems. These efforts include the implementation of security patches and antivirus or anti-malware solutions to remediate any vulnerabilities.</p> <p>3. Remote Access</p> <p>Remote access by Rockwell Automation's personnel into Customer's control system(s) must be accomplished in accordance with either Customer or Rockwell Automation procedures, whichever is more stringent. If Customer requires Rockwell Automation personnel to use Customer-specified procedures, the security of the connection/session is Customer's sole responsibility, and Customer is solely responsible for logging activities of all users accessing the Customer's system.</p>
C23	<p>Infectious Disease Planning. Rockwell Automation is committed to health, safety, and doing all we can to maintain a high level of service for our customers. We are committed to communicating with you about the impact that an infectious disease and any related governmental restrictions may have on the deployment of our personnel and delivery of the project and truly appreciate your cooperation and understanding.</p> <p>In submitting any purchase order, you acknowledge and agree that Rockwell Automation will be excused from performance, or delay in performance, of its obligations under this purchase order, regardless of whether a contract is currently in place governing the parties' relationship, to the extent that Rockwell Automation is unable to perform such obligations due to the effects of a known infectious disease affecting Rockwell Automation and/or third parties, including, without limitation, logistics and materials suppliers.</p>
E1	This field intentionally left blank.

Table 1: Assumptions, Clarifications, and Exceptions

1.4 Rockwell Automation Commitment for Sales Through Distribution of Sale

The Rockwell Automation Commitment for Sales Through Distribution (the “Commitment Terms”) found at <https://www.rockwellautomation.com/en-us/company/about-us/legal-notices/commitment-for-sales-through-distribution.html> covers purchases by Distributor’s customer (“Customer”) from Distributor of the Products and Services described and integrated pursuant to this Statement of Work to be provided by Rockwell Automation, Inc. and/or its affiliates. The Commitment Terms apply directly to Customer and Rockwell Automation.



Appendix D - Automation Assessment

Fort Wayne - City Utilities.
Fort Wayne, IN

Installed Base Evaluation
My Equipment Subscription

FIXED PRICE PROPOSAL

Date of Issue: Tuesday, March 3, 2026
Quotation #: 373572

Presented to:
Steve Williams
Fort Wayne - City Utilities.
200 E Berry St Ste 250
Fort Wayne, In 46802-2736
United States

Proposed by:
Kendall Electric Inc
A Rockwell Automation Authorized Service Provider
4621 Executive Blvd
Fort Wayne, IN 46808



**Authorized
Service Provider**

A ROCKWELL AUTOMATION PARTNER

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1 Statement of Work

Kendall Electric Inc as a Rockwell Automation Authorized Service Provider (“RAASP”) is pleased to provide this proposal to Fort Wayne - City Utilities. (“Customer”).

This proposal will describe the pricing, terms and conditions under which RAASP will provide the contract.

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

Installed Base Evaluation

My Equipment Subscription

1.1 Installed Base Evaluation™ (IBE)

A RAASP Installed Base Evaluation is designed to support the decision making process on where to initiate improvements and how to implement an effective maintenance strategy. Establishing a baseline of your manufacturing environment can be done effectively through on-site evaluations of key areas, spanning from the installed base to the storeroom inventory. After performing a customized Installed Base Evaluation, RAASP will make solution recommendations based on biggest challenges or most important priorities. The evaluations help bridge the gap between current state and end goals.

An Installed Base Evaluation can support the following goals:

- Managing asset lifecycle, spare parts & inventory reduction – keeping inventory down, maintaining high quality and production on plan while understanding the lifecycle status of your automation assets
- Resolving on-site skills shortages – developing a workforce to have the knowledge to support new, obsolete or legacy equipment
- Maximizing your asset performance – utilizing resources to the fullest potential while keeping maintenance costs down
- Enabling IT & plant floor convergence – having the capability and expertise to develop secure architectures and support plans
- Reducing energy consumption – proactively develop a sustainable energy plan
- Ensuring systems are up to date on global and industry standards for safety, arc flash and regulatory compliance
- Reducing production downtime – minimizing the environmental impact and time to recover.
- Reducing sunk costs that are associated with the cost of capital, taxes, insurance, obsolescence, space equipment, people, systems, etc.

1.1.1 Basis for Statement of Work

This proposal is based on a request for an Installed Base Evaluation. This Installed Base Evaluation includes the following services:

1.1.1.1 Hardware IBE Scope

IBE Service: Level 2

Description: All repairable equipment (RA and 3rd party)

Number of Panels: 290

Include Storeroom: Yes

Include Data Collection Annual Refresh: No

Maximum Days of Onsite Collection: 12

1.1.1.2 Hierarchy

RAASP will develop a hierarchy with the following information as defined by Fort Wayne - City Utilities. while onsite.

Fort Wayne - City Utilities. Hierarchy

- Facility (Facility Name)
 - Area (Packaging, Manufacturing, Preparation, etc.)
 - Location (Line #2, Line #3, etc.)
 - Machine – System Name (ie. Wrapper #2D, Hopper #1A, etc.)
 - Asset – Panel #

1.1.1.3 IBE Commodity Scope Levels

IBE Commodity Scope				
Installed Base Evaluation Collection Level	Level 1 Rockwell Automation Repairable	Level 2 Rockwell Automation & 3rd Party Repairable	Level 3 Rockwell Automation Repairable & Consumable	Level 4 Rockwell Automation & 3rd Party Repairable & Consumable
Human Machine Interfaces (HMI)	✔	✔	✔	✔
Programmable Logic Controllers (PLC)	✔	✔	✔	✔
Distributed Inputs and Outputs (I/O)	✔	✔	✔	✔
Inverter Drives / Variable Speed Drives	✔	✔	✔	✔
Servo Drives	✔	✔	✔	✔
Motion Controllers	✔	✔	✔	✔
Electronic Safety Devices (Lightguards, Light Barriers etc)	✔	✔	✔	✔
Remote Distributed Inputs and Outputs (I/O)	✔	✔	✔	✔
Robotic Controllers	✘	✔	✘	✔
Sensors	✘	✘	✔	✔
Safety Relays	✘	✘	✔	✔

Contactors, General Purpose Relays, Circuit Breakers	❌	❌	✅	✅
Switchgear	❌	❌	✅	✅

Due to unique circumstances to collect certain inventory devices, the following devices are not considered standard in the aforementioned IBE Levels but can be added to the scope of collection upon request.

- 3rd Party Branded Motor Cables
- Computer Numerical Controllers (CNC)
- Rockwell Automation Branded Motor Cables
- Servo Motors
- Industrial Personal Computers (PC's)

1.1.2 Solution Description

1.1.2.1 Installed Base Evaluation Process

An IBE will begin with RAASP collecting and documenting details regarding installed equipment inventory, storeroom inventory and condition, panel condition, environmental condition, and wiring / grounding condition and ventilation condition. The Installed Base Evaluation begins by developing a plant hierarchical model to define the functional location of the installed parts and will include the following data collection:

- Installed equipment
- Spares and stash inventory
- Plant operating hours
- Environmental conditions: grounding, wiring, ventilation, and possible corrosive conditions, etc.

This report is based only on a visual inspection of equipment in the operating state and the physical location that existed at the time of inspection. Neither the part inspected nor the surrounding equipment was moved, taken apart or otherwise investigated. Thus, the content provided in this report is based only on information that is readily discernible by visual observation.

1.1.2.2 IBE Deliverables

RAASP will provide an executive summary that will include ranking and prioritization of tasks from all evaluations, with more detailed rankings within each individual evaluation report. This report will be presented to the customer with one review cycle.

The Installed Base Evaluation provides the following:

- Review and categorization of inventory focusing on quantifying four major categories of inventory:
 - Active: Necessary to support installed process equipment
 - Inactive: "Obsolete" inventory not required to support process
 - Excess Active: Active, but over stocked inventory
 - Stash: Valuable inventory throughout the plant that is not recorded or visible to the inventory system

- Review and categorization of the lifecycle to provide the information, analysis, and recommendations needed to mitigate the risk of aging assets and protect the investments made in the automation infrastructure:
 - Active (Green): Most current offering within a product category.
 - Active Mature (Light Green): Product is fully supported, but a newer product exists. Gain value by migrating.
 - End of Life (Yellow): Discontinued date announced; actively execute migrations and last time buys.
- Discontinued (Red): New product no longer manufactured/procured; repair/exchange services may be available.
- Environmental conditions: grounding, wiring, possible corrosive conditions, ventilation, etc.
- Recommended Spares Report using product Mean time between failure (MTBF) and operating hours.
- RAASP Inventory analysis to provide a snapshot view of current inventory levels in storeroom and stash compared to recommended spares. This analysis also identifies insufficient inventory, excess inventory and lifecycle status of installed base.
- Non-Rockwell Automation Installed Base (If Applicable) to provide listing of installed non-Rockwell Automation products.
- Detailed Installed Base to provide a detailed installed by location which includes part number and quantity in each location.
- Products by physical location to allow customer to search by part number to find all areas that the part is installed.
- Standard, customer-developed physical hierarchy to assign physical asset locations of each product identified during the Installed Base Evaluation Service

No remediation is provided as part of this service, as the nature of findings is indeterminate at study commissioning. This service may result in additional performance evaluation services, immediate service calls to remediate the risks, additional work to identify and resolve design or implementation issues or additional work to enable energy savings identified.

1.1.3 Definition

Within this Scope of Services description, "RAASP" shall mean RAASP's team, "Customer" shall mean the client using and benefiting from the proposed services or products. Installed Base Evaluation services include assessment, development, implementation, audit and management services.

1.1.4 RAASP's Responsibilities

The following is included in the RAASP's scope of work:

- Perform work and provide products in accordance with the written RAASP proposal and any other specifications, which are agreed upon in writing.
- Provide documentation noting recommended corrective actions and or documentation noted as a deliverable.
- Work with Customer to develop a Project Schedule that will include services for all systems outlined in the RAASP proposal and a formal written report for each network.

1.1.5 My Equipment Subscription Deliverables

Agreement Term: 5 Years

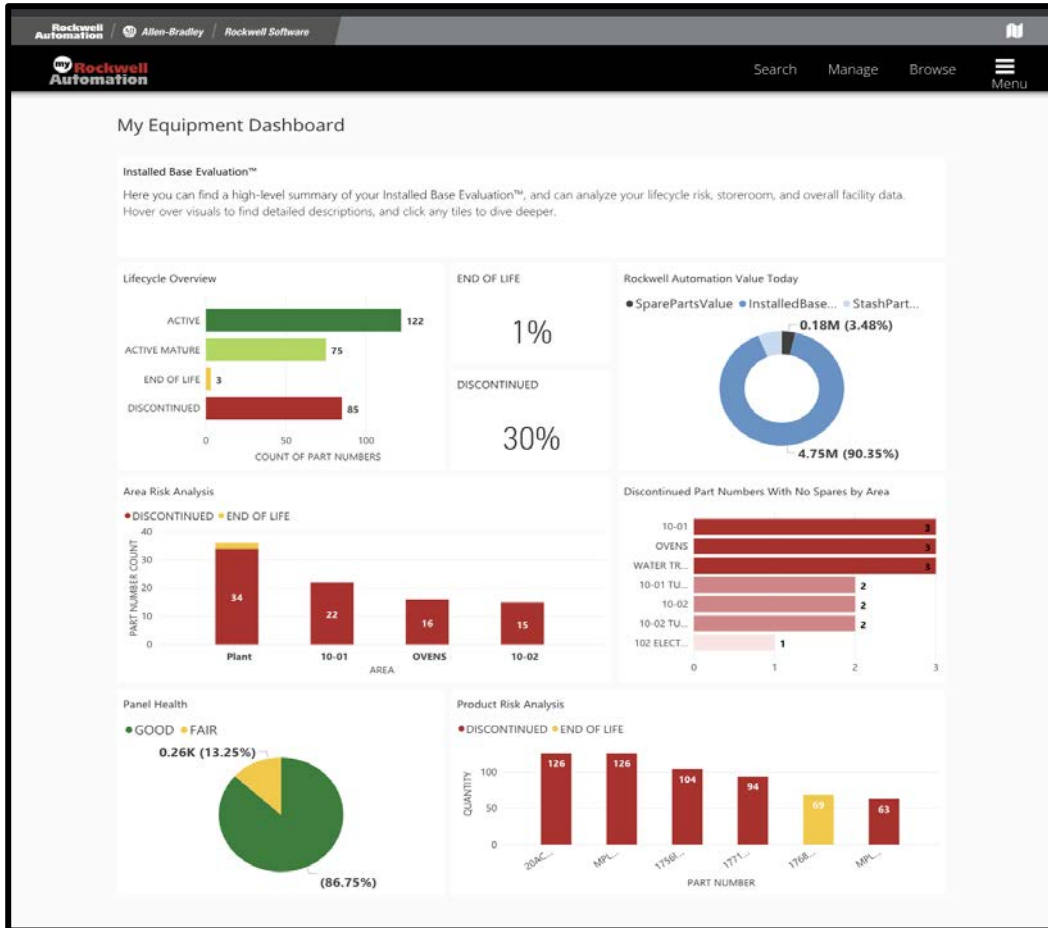
Included with the purchase of an Installed Base Evaluation Service is a subscription to My Equipment. As an enhancement to the My Rockwell Automation digital experience (www.rockwellautomation.com/my), My Equipment provides intuitively designed installed base dashboards and reports, made available through an online portal. My Equipment subscription will be invoiced upon completion of the Installed Base Evaluation.

A subscription to My Equipment includes:

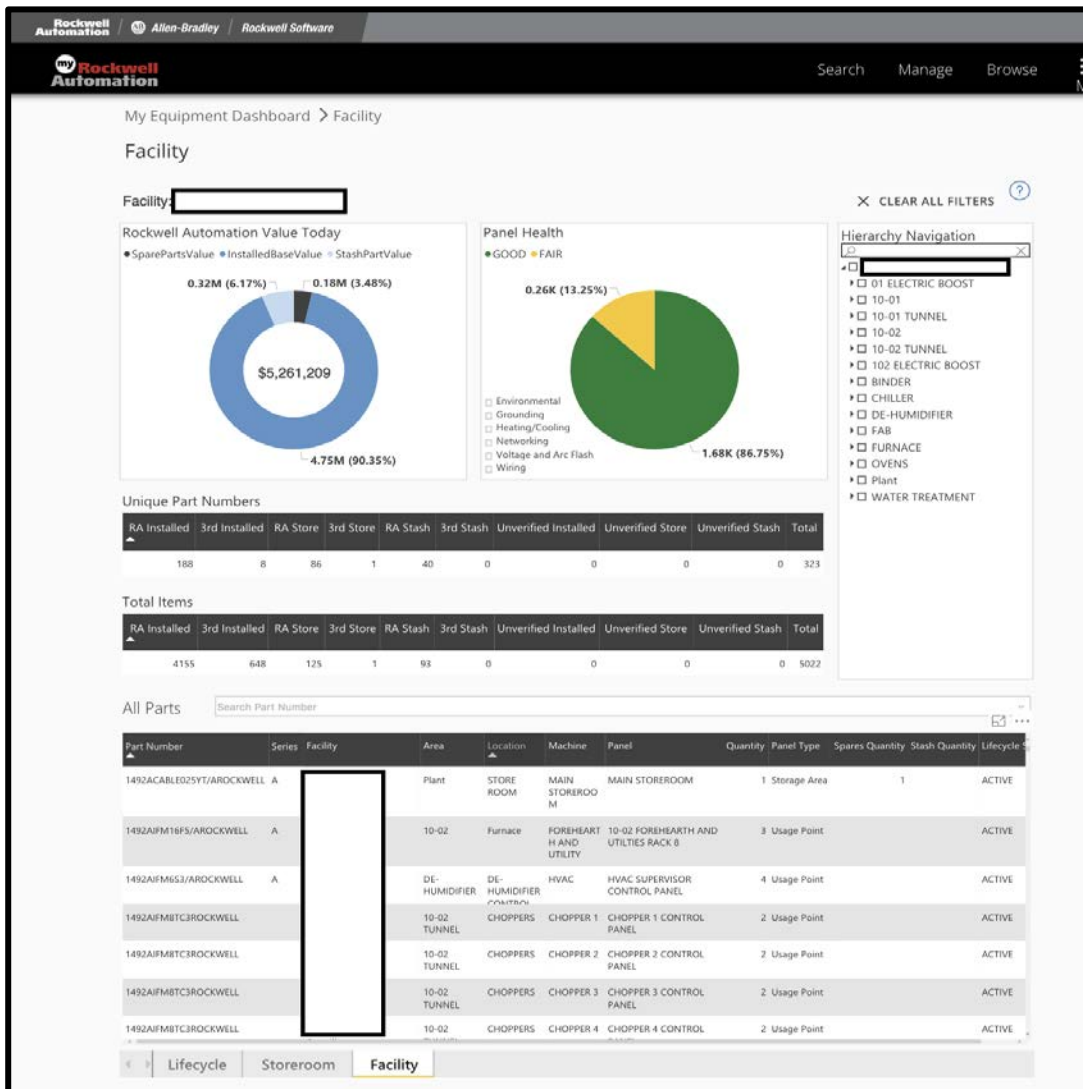
- Interactive Asset Inventory Reports and Dashboards of all Installed Base Evaluation Data and Recommendations
- Enterprise-level Reporting and Charts
- Comprehensive Obsolescence Risk Analysis
- Filterable Physical Hierarchy
- User Intuitive Design to Simplify Decision Making
- Single Sign On with Knowledgebase Existing Account Information
- Access to Delegated Administrator Feature to Enable Simple Sharing Across Your Team
- Ongoing features as they are added to the My Equipment subscription service over the term of the contract
- Customer user interface for adding/removing/modifying installed base data
 - Customer will be responsible for submitting access requests for making changes to their installed base data. Rockwell Automation will not be held accountable for screening customer requests if the email domain is associated with the customer's company name.

*Third Party Lifecycle updates are based on available public information provided by the OEM and updated quarterly.

1.1.5.1 Screenshot of My Equipment Dashboard



1.1.5.2 My Equipment Detailed Page



Note: My Equipment screenshots are provided as representative samples of the interactive experience. Specific visuals, layout, user experience, and presentation are subject to change as the product evolves.

1.2 IBE Customer Responsibilities

The following is not included in RAASP's scope of work and will be provided by the Customer or its designated representative:

- Designate a representative authorized to act in the Customer's behalf with respect to this project to schedule activities as requested, provide documents and have questions answered in a timely manner. This representative should have a working knowledge of the equipment or process and shall schedule knowledgeable customer representatives from multiple disciplines as necessary to provide access to the system and participate in the evaluation (when applicable) for the duration of the onsite portion of the service.

- Make the equipment or process available to RAASP’s engineers during the mutually agreed upon schedule. Ensure RAASP has unencumbered access to all of the machinery. Standby-time or idle time waiting for access to the machinery or customer personnel is not required
- Customer retains all liability with respect to their interpretation and implementation based on the assessment.
- The assessment services will apply to the system in its current state at the time the work commences.
- RAASP will be able to take digital pictures of the equipment for use in the assessment documentation (as appropriate)
- Customer to identify any special requirements for access to the machine prior to RAASP providing a proposal (Gowning, Clearance Requirements, Photo Restrictions, hours of operation of the equipment, access to customer representatives for asking questions about the equipment, Non-Disclosure requirements, etc.)
- If available, customer to provide top view drawings to RAASP prior to the site visit
- Supply all necessary components for any changes to the system recommended during the evaluation process. RAASP can supply the necessary components and assistance for the recommended corrective actions at an additional cost. Additional components and work will be invoiced separately at the standard rates
- Customer to provide identification badges, access permissions, and escorts to permit the performance of any task required on-site.
- Customer to provide contact information, including telephone numbers, for the following services nearest the work site: doctor, hospital, medical burn center, ambulance, fire department, and police department.
- Customer to provide adequate facilities, equipment, and support for training their personnel and adequate workspace while on-site to review drawings and documents to perform services.
- Customer to supply all lifts, ladders or equipment necessary to approach locations that are overhead or difficult to access; except as otherwise specifically agreed upon prior to the commencement date.
- Customer escort is to open all panels and provide location hierarchy terminology as they lead the RAASP IBE collector through the facility.

1.3 Assumptions, Clarifications and Exceptions

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

Reference	Assumptions
A1	All aspects of mechanical, electrical and process safety are requirements of the Customer.
A2	The functionality of any existing operator devices and machine-mounted devices is the responsibility of the Customer.
A3	All mechanical work is to be installed and managed by the Customer and their selected Mechanical Contractor.
A4	<i>RoHS</i> : Customer supplied/specified products will meet all applicable material restrictions as defined in <i>RoHS</i> . If it does not, Customer will notify RAASP prior to shipment of the Customer

	supplied/specified products to RAASP. Customer will indemnify RAASP against any claim arising out of RAASP's use of Customer supplied/specified products.
	Clarifications
C1	<p>CUSTOMER INFORMATION.</p> <p>(a) Customer represents and warrants that it has the rights to the information provided or made available by Customer to the RAASP, including but not limited to technical specifications, drawings, source code, application code, communication interfaces, protocols, and all other documentation (collectively "Customer Information"), for the RAASP and its suppliers, which may include Rockwell Automation, to perform its obligations under this Statement of Work and that such access to and use of Customer Information under this Statement of Work will not infringe or violate any agreement, confidentiality obligations, copyrights, or other intellectual property rights of the original vendor or any other third party. Customer agrees to indemnify the RAASP and its suppliers from any claims arising out of the RAASP and its suppliers' use of Customer Information pursuant to the Statement of Work.</p> <p>(b) In the RAASP's performance of services, sales activities, or in connection with Customer's use of Rockwell Automation Products, RAASP or its suppliers may obtain, receive, or collect data or information, including Customer's contract information, computer system profile, Rockwell Automation Product installation data, and Customer's usage specific data of Rockwell Automation Products (collectively, the "Data"). In such cases, Customer grants the RAASP and its suppliers a non-exclusive, worldwide, royalty-free, perpetual, non-revocable license to use, compile, distribute, display, store, process, reproduce, or create derivative works of the Data solely to facilitate the performance of sales and services by the RAASP and its suppliers (including, but not limited to, quality, safety, energy, and security analytics, product and service diagnostics and prognostics, and reporting), and to facilitate or improve Customer's use of the Rockwell Automation Products. In addition, Customer grants the RAASP and its suppliers a license to use and aggregate the Data in support of the RAASP and its suppliers' marketing and sales activities. The RAASP and its suppliers may also use this information in the aggregate, in a form which does not personally identify Customer, to improve the Rockwell Automation Products and the RAASP and its suppliers may share anonymous aggregate data with our third party suppliers and service providers.</p>
C2	All documentation will be furnished in electronic format unless otherwise stated.
C3	RAASP is not responsible for network wiring modifications.
C4	RAASP is not responsible for the removal or protection from hazardous materials.
C5	This proposal does not include Customer specific requirements or on-site activities such as Customer or site specific safety training, background checks, international work visas, and copies of expense receipts. RAASP must be made aware of any such requirements prior to contract award. Costs for associated time and expenses incurred while complying with such requirements will be at customer expense.
C6	No operator, maintenance or electrical training is included.
C7	Extended warranties, training, additional engineering support and other services are available upon request and are not included in this proposal.
C8	Customer represents that all existing field devices that are in use or that are to be reused are in good working order and will be repaired or replaced by Customer when required. Repair and/or replacement of damaged field devices is not included in RAASP's Statement of Work
C9	Customer is responsible for assuring a safe and secure work environment and for providing personal protection in connection with the work (including at the work site, transportation to and from the work site, and any necessary stay in the vicinity of the worksite in connection with work).



**Authorized
Service Provider**

A ROCKWELL AUTOMATION PARTNER

C10	This Statement of Work will supersede any other terms identified in Customer's purchase order or other relevant plant location access agreements or documentation.
C11	Standard RAASP working hours are Monday through Friday, 8am to 5pm. Overtime working hours are Saturdays and any hours exceeding (8) on a weekday. Overtime is billed at 1.5 times the standard current rate. Double-time working hours are any Sunday hours and holidays. Double-time is billed at 2.0 times the standard rate.
C12	Stand-by time is defined as time spent on-site waiting for completion of Customer activities. This includes, but is not limited to, waiting for correction of construction, installation, and wiring or piping errors, and other delays beyond the control of, or not within, RAASP's specific responsibilities. Stand by time will be invoiced separately at time and expense rates.
C13	<p>Customer will comply with the following Information Security Standards:</p> <ol style="list-style-type: none"> Data Transmission. Customer agrees that all transmission or exchange of sensitive data with RAASP shall take place via secure means {e.g., RAASP's SharePoint system; password-protected, using a complex password; encrypted WinZip sent via e-mail, or, for large files, Hightail File Transfer Service; Secure File Transfer Protocol (SFTP); physical media such as paper/DVD sent securely; or another equally secure means of transport}. If Customer requires RAASP to use a Customer-specified system, the security of the data in transit and at rest once sent from RAASP is Customer's sole responsibility. Customer-Provided Hard Disk. If RAASP personnel are required to use Customer-provided hard disks, Customer agrees to provide the hard disk with designated backup and recovery processes and in encrypted form, using commercially supported or industry 'best of breed' open source encryption solutions. The Customer must use commercially reasonable efforts to ensure against introduction of any malicious software into RAASP's systems. These efforts include the implementation of security patches and antivirus or anti-malware solutions to remediate any vulnerabilities. Remote Access. Remote access by RAASP's personnel into Customer's control system(s) must be accomplished in accordance with either Customer or RAASP procedures, whichever is more stringent. If Customer requires RAASP personnel to use Customer-specified procedures, the security of the connection/session is Customer's sole responsibility, and Customer is solely responsible for logging activities of all users accessing the Customer's system.
Exceptions	
E1	<i>Intentionally left blank.</i>

Table 1: Assumptions, Clarifications, and Exceptions

Interoffice Memo

Date: June 16, 2026
To: Common Council Members
From: Eric Ruppert, City Utilities Engineering
RE: Lifecycle Management Service Agreement
KSA_COFW_030326Rev2

Eric W Ruppert
6/18/2026

Council District # N/A – At Plants

The seller shall furnish all Goods and Special Services for the complete performance of the project: Related to automation control hardware, low-voltage and medium voltage drives, communications software, information automation software and support, medium and low-voltage preventative maintenance, repairs, assessments, training, and continuous 24 hour support

Implications of not being approved: If not approved, this would likely increase operational, financial, and asset reliability risks by reducing preventative maintenance activities, increasing the potential for unplanned equipment failures, shortening asset life, exposing the utility to higher emergency repair and replacement costs, and limiting the ability to strategically manage critical infrastructure over the long term.

If Prior Approval is being Requested, Justify: N/A

The service agreement is awarded to Kendall Group, Inc. for \$3,940,524.00.

The cost of said project funded by both Sewer and Water Utility Revenue.

Council Introduction Date: July 14, 2026

CC: Matthew Wirtz
Jill Helfrich
File