

ARLINGTON COUNTY, VIRGINIA  
AGREEMENT NO. 325-10

AMENDMENT NUMBER 1

This Amendment Number 1 ("Amendment") is made on the date of execution of the Amendment by the County and amends Agreement Number 325-10 dated April 5, 2011 ("Main Agreement") and made between Branch Group, Inc., dba Rexel, 2721 Dorr Avenue, Fairfax, VA 22031 ("Contractor") and the County Board of Arlington County, Virginia ("County").

Whereas the County and the Contractor desire to amend the Work called for and the amounts to be paid under the Main Agreement, as amended (if applicable) the Contractor and the County, in consideration of the promises and other good and valuable consideration specified in this Amendment, amend the Main Agreement as follows:

Paragraph No. 3, CONTRACT TERM, shall be deleted in its entirety and replaced with the following:

**3. CONTRACT TERM**

The Work under this Contract will continue and shall be completed no later than April 30, 2021 ("Contract Term"), subject to any modifications as provided for in the Contract Documents.

Paragraph No. 5, CONTRACT EXTENSION WITH PRICE ADJUSTMENTS NEGOTIATED UP TO CPI-U, shall be deleted in its entirety and replaced with the following:

**5. CONTRACT EXTENSION WITH PRICE ADJUSTMENTS NEGOTIATED UP TO CPI-U**

The Contract unit price(s) shall remain firm for the first twelve (12) months of the Contract Term. The Contract unit price(s) for each ensuing year shall be submitted by the Contractor to the Project Officer ninety (90) days prior to the anniversary date of the Agreement. All prices shall be negotiated and approved by Arlington County in writing prior to new prices going into effect.

Increases in the price(s) for ensuing years shall not exceed the percentage of change in the U.S. Department of Labor, Consumer Price Index, All Items, Unadjusted, Urban Areas (CPI-U) for the twelve (12) month period ending in January of each Contract Year.

If the Contractor and the County do not agree on a price using the procedure set forth above by the thirtieth (30th) day prior to the end of the initial Contract Term or the end of ensuing renewal term or terms, the County will terminate the Contract whether or not the County has previously elected to extend the term. The Contract unit price(s) changed as a result of this procedure shall become effective on the anniversary date of the Contract and shall be binding on the Contractor for the ensuing renewal term or terms.

Paragraph No. 13, REQUIREMENTS CONTRACT (ESTIMATED QUANTITIES), shall be deleted in its entirety and replaced with the following:

13. REQUIREMENTS CONTRACT (ESTIMATED QUANTITIES)

During the Contract Term, the Contractor will furnish all of the items or services described in the Contract Documents if so requested by the County. The Contractor understands and agrees that this is a requirements contract and the County will have no obligation to the Contractor if no items or services are required or requested by the County. Any quantities which are included in the Contract Documents are the present expectations of those who are planning for the County for the period of the Contract. The amount is only an estimate and the Contractor understands and agrees that the County is under no obligation to the Contractor to buy any amount as a result of having provided this estimate or of having had any normal or otherwise measurable requirement in the past. The Contractor further understands that the County may require services in excess of the estimated annual Contract amount and that such excess shall not give rise to any claim for compensation other than at the unit prices set forth in this Contract.

Paragraph No. 15, PROJECT STAFF, shall be deleted in its entirety and replaced with the following:

15. PROJECT STAFF

The County will, throughout the Contract Term have the right of reasonable rejection and approval of staff or subcontractors assigned to the project by the Contractor. If the County reasonably rejects staff or subcontractors, the Contractor must provide replacement staff or subcontractors satisfactory to the County in a timely manner and at no additional cost to the County. The day-to-day supervision and control of the Contractor's employees, and employees of any of its subcontractors, shall be the sole responsibility of the Contractor.

Paragraph No. 34, AUDIT, shall be deleted in its entirety and replaced with the following:

34. AUDIT

The Contractor agrees to retain all quotes, bids, and invoices submitted to the County, RFPs, purchase orders, correspondence and all other documents exchanged between the parties related to this Contract for at least three (3) years after final payment. The County or its authorized agents shall have full access to and the right to examine any of the above documents during this period and during the Contract Term. If the Contractor wishes to destroy or dispose of records (including confidential records to which the County does not have ready access) within three (3) years after final payment, the Contractor shall notify the County at least thirty (30) days prior to such disposal and if the County objects, shall not dispose of the records.

All other terms and conditions of the Main Agreement shall remain in full

force and effect.

WITNESS THESE SIGNATURES:

THE COUNTY BOARD OF ARLINGTON  
COUNTY, VIRGINIA

BRANCH GROUP, INC., DBA REXEL

SIGNED  
BY:

*Richard D. Warren, Jr.*

SIGNED  
BY:

*William M. Tucker*

PRINT NAME RICHARD D. WARREN, JR.  
AND TITLE: PURCHASING AGENT

PRINT NAME  
AND TITLE:

*William M. Tucker*  
*V.P. Rexel*

DATE:

*6/12/12*

DATE:

*6-11-12*

## 2) Field Support Service

Rockwell Automation Proposal Number: BALRV0428-3

### Scope of Work –Field Support Pricing Agreement

This offering of a Field Support Pricing Agreement enables Arlington County WPCD to utilize Rockwell Automation Field Service Engineers at agreed upon discounted rates. Service time can be used for, but not limited to, the following onsite support activities: Support Assistance including Breakdown coverage (emergency or scheduled) Network Services, Conversion Migrations, and Program adjustments & Archiving.

### Pricing & Invoicing

Rockwell Automation will offer the reduced hourly rate of **\$175.00/hr (current published rate \$210.00/hr)**. **This rate will be offered for a 1 year period after receipt of the contract PO.**

The same rate will be used for travel time. Any expenses incurred will be billed at cost.

**\*\* Subject to Arlington County's Travel Policy Set Forth in Agreement NO. 325-10.**

All service time will be invoiced on a **"Bill by Work Order"** basis, which means any time the service engineer closes out a given work order, Arlington County WPCD will be billed for that duration of time worked.

Table below shows what would be billed based on day/time of service provided:  
(all travel will be charged at straight time rate)

<i>Time Frame of Hours Worked</i>	<i>Amount of Hours charged</i>	<i>Callout Type</i>	<i>CONTRACT Rate</i>
<b>8am – 5pm Monday – Friday</b>	1 Hour for each hour worked	Straight Time	\$175.00 / hr
<b>5pm – 8am Monday – Friday &amp; Saturday:</b>	1.5 Hours for each hour worked	Overtime	\$262.50 / hr
<b>Sundays &amp; Rockwell Holidays</b>	2.0 Hours for each hour worked	Premium	\$350.00 / hr

### Scheduling

In order to effectively manage the scheduling of Rockwell Automation Field Engineering resources, please inform Rexel Electric of desired support dates. Rexel Electric will coordinate with Rockwell Automation Dispatch to dispatch engineer as needed. Rexel shall provide their utmost effort to respond with Rockwell support staff onsite within 2-4 hours for an emergency request, as determined by the County, and if there is an unusual situation, the limit of duration may be extended if agreed to in advance by the County and such approval will not be unreasonably withheld. For non- emergency services, Rexel will respond within 7 days unless a longer time is agreed to by the County.

### **Rockwell Automation Additional Terms and Conditions**

**Standby/Holdover Rate:** (also considered waiting or on-call time) applies to non-productive time spent at the customer's request or due to circumstances beyond Rockwell Automation's control due to job site conditions. Standby/Holdover time will be charged as applicable for the time of day and day of the service.

**Minimum Service Billing:** When on-site services are provided, the customer will be responsible for a minimum of four hours labor that will be charged as applicable for the time of day and day of the service.

**Maximum On-Site Time:** For safety compliance of the Rockwell Automation Field Service representative and the customer, at no time will a Rockwell Automation Field Service representative work more than a maximum of 16 hours (including travel time) during any 24-hour period.