

**AGENDA**  
**UTILITIES SERVICE BOARD MEETING**

Utilities Service Board Room  
City of Bloomington Utilities  
600 E. Miller Dr.  
Bloomington, Indiana 47402

Julie Roberts, President  
Jim Sherman, Vice President  
Jason Banach  
Amanda Burnham  
Jean Capler  
Jeff Ehman  
Sam Frank  
Terri Porter, ex-officio  
Jim Sims, ex-officio

**Monday March 4, 2019**  
**5:00 P.M. Regular Meeting**

- I. Call to Order
- II. Approval of the Minutes of Previous Meeting (Feb 18)
- III. Approval of the Claims
  - a. Standard Invoices
  - b. Utility Bills
  - c. Wire Transfers
  - d. Customer Refunds
- IV. Approval of Consent Agenda
  - a. SSI Services - \$11,580.00 – MWTP Pipe Removal
  - b. Deckard - \$10,500.00 – Land Survey at WT
- V. Request for Approval of Agreement with Everett J Prescott for Advanced Metering - Laura Pettit
- VI. Request for Approval of Agreement with Swova for GIS – Brad Schroeder
- VII. Old Business
- VIII. New Business
- IX. Subcommittee Reports - Rules & Regulations
- X. Request Approval of Resolution 2019-03 – Kelsey Thetonia
- XI. Staff Reports
- XII. Petitions And Communications\*
- XIII. Adjournment

\* Public comment will be limited to 5 minutes per person.

## UTILITIES SERVICE BOARD MEETING

February 18, 2019

***Utilities Service Board meetings are recorded electronically and are available during regular business hours in the office of the Director of Utilities.***

Board President Roberts called the regular meeting of the Utilities Service Board to order at 5:00 p.m. The meeting was held in the Utilities Service Board room at the City of Bloomington Utilities Service Center 600 East Miller Drive, Bloomington, Indiana.

Board members present: Julie Roberts, Jim Sherman, Jason Banach, Amanda Burnham, Jean Capler, and Jeff Ehman.

Staff members present: Brandon Prince, Tom Axsom, Brad Schroeder, Nolan Hendon, Kevin White, Rebekah Fiedler, Phil Peden, Jane Fleig, Kelsey Thetonia, Mike Hicks, Holly McLaughlin, Laura Pettit, and Vic Kelson.

### MINUTES

***Board Vice President Sherman moved and Board member Burnham seconded the motion to approve the minutes of the February 4th meeting. Motion carried, 6 ayes (1 member absent: Frank).***

### CLAIMS

***Sherman moved and Burnham seconded the motion to approve standard claims as follows:***

Vendor invoices submitted included \$320,031.12 from the Water Utility, \$245,521.43 from the Wastewater Utility, and \$40,119.64 from the Stormwater Utility. Total Claims approved: \$605,672.19.

***Motion carried, 5 ayes (2 members absent: Roberts and Frank).***

***Sherman moved and Burnham seconded the motion to approve the ACH claims as follows:***

Vendor invoices submitted included \$200,236.53 from the Water Utility; \$0.00 from the Wastewater Utility; and \$0.00 from the Stormwater Utility. Total Claims approved, \$200,236.53.

***Motion carried, 6 ayes (1 member absent: Frank).***

***Sherman moved and Burnham seconded the motion to approve the utility claims as follows:***

Utility invoices submitted included \$112,002.12 from the Water Utility, \$120,020.68 from the Wastewater Utility, and \$0.00 from the Stormwater Utility. Total Claims approved: \$232,022.80.

***Motion carried, 6 ayes (1 member absent: Frank).***

***Sherman moved and Burnham seconded the motion to approve the wire transfers, fees, and payroll in the amount of \$455,127.89. Motion carried, 6 ayes (1 member absent: Frank).***

***Sherman moved and Burnham seconded the motion to approve customer refunds as follows:***

Refunds submitted included \$0.00 from the Water Utility, \$105.11 from the Wastewater Utility, \$0.00 from the Stormwater Utility, and \$0.00 from Sanitation. Total Claims approved: \$105.11.

***Motion carried, 6 ayes (1 member absent: Frank).***

### **APPROVAL OF CONSENT AGENDA**

CBU Director Kelson presented the following agreement recommended by staff for approval: Core Projective - \$3,825.00 - 2nd Amendment. As it wasn't removed from consent agenda by the Board, agreement approved.

### **REQUEST FOR APPROVAL OF AGREEMENT WITH MITCHELL & STARK CONSTRUCTION**

*Sherman moved and Burnham seconded the motion to approve agreement. Motion carried, 6 ayes (1 member absent: Frank).*

Hicks with CBU's Engineering group presented an agreement with Mitchell and Stark. In mid-January, a leak was discovered from the sedimentation basin at the Monroe Water Treatment Plant. Water was leaking into the lower pipe gallery of the original plant which is supposed to be a completely dry environment and has sensitive equipment. CBU procured an emergency contract through the Controller's office and this agreement formalizes that emergency contract. The contractor is injecting a product that expands but it works best when the water temperature is above 60 degrees so the work is ongoing. Currently, leaking water is going down a drain and is not enough flow to cause problems with equipment. The wall is 22 inches long and 12 inches thick and there is a 6 inch gap behind it that they are trying to fill.

### **REQUEST FOR APPROVAL OF AGREEMENT WITH VANTIV FOR MERCHANT PROCESSING FEES**

*Sherman moved and Burnham seconded the motion to approve agreement. Motion carried, 6 ayes (1 member absent: Frank).*

Assistant Director - Finance Pettit presented an agreement with Vantiv which is the company that processes credit card payments from CBU customers. Currently, CBU pays 2 different percentages and fees. With this agreement, all transactions will have a 1.75% and \$.06 fee, which will save about \$600 per month. The Board asked if CBU passes this fee along to the customer at the time of the payment; Pettit answered that CBU does not. The total processing fees are about \$270,000.00 a year. Sherman asked how many customers use a credit card; Pettit estimated that 40% of transactions were via credit card. Board member Banach asked for a future finance subcommittee meeting to discuss adding this fee to those customers at the time of the transaction as opposed to all ratepayers sharing this cost. Burnham and Board member Ehman also expressed support for Banach's idea, saying that other utilities and government agencies roll the fee into the transaction when customers choose to pay with a credit card. Roberts noted that customers can pay online using a bank draft, mail in a check, or pay cash or check at the office to avoid the fee if there were one in the future.

**OLD BUSINESS:** None.

**NEW BUSINESS:** None.

**SUBCOMMITTEE REPORTS:** Burnham reported that the Rules & Regulations subcommittee reviewed proposed guidelines for a residential stormwater grant program. The subcommittee made recommendations and the program will be presented to the full board at the next meeting.

**STAFF REPORTS:** CBU Director Kelson reported that the payment software New World released a new version last Friday. The esuite will now require a username and password which improves the security for online payments.

The City Council recommended approval of the Title 10 sewer use ordinance amendments and the increase in the stormwater rate to \$5.95. They will vote next Wednesday and if passed, the new rates will go into effect on July 1 and January 1. Kelson is working with the Office of the Mayor on a guest editorial for the newspaper about the upcoming changes in the stormwater program.

Kelson thanked all the crews for a great job during the flooding the previous week. Neither wastewater plant bypassed but there were over 20 Sanitary Sewer Overflows (SSO).

There was a large main break on Morton the previous Friday near the 5pm traffic rush. CBU crews worked overnight to repair the leak and the street will be open by tomorrow. The ductile iron pipe was installed in 2004 so it was only 15 years old.

Kelson also reminded Board about the upcoming retreat.

**PETITIONS AND COMMUNICATIONS:** None.

**ADJOURNMENT:** Sherman moved to adjourn and the meeting was adjourned at 5:20 p.m.

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Julie Roberts, President

DATE

**UTILITIES SERVICE BOARD MOTION  
MEETING ON MARCH 04, 2019  
PAYDATE: 03/08/19**

To:	Utilities Service Board	From:	Kim Robertson
Dept.		Dept.	Accounts Payable
Sub:	Claims list filed: 02/28/19	Date:	02/28/19
	USB: 2/18/2019		
	For Period: 02/02/19 - 02/15/19	Paydate:	03/08/19
	G/L Date: 03/08/19		

Utilities Department invoices filed with the City Controller February 28, 2019 and signed by the Utilities Service Board for payment March 08, 2019 as in accordance with the Utilities Service Board Resolution of August 7, 1973, be hereby approved and entered into the minutes of today's meeting. A copy of the list is filed, with any exceptions noted, is hereby attached and made a part of these proceedings.

Water Operations & Maintenance	311,834.36
Water Construction	0.00
Water Meter Deposit	0.00
Water Sinking	0.00
Water Hydrant Meter Rental	0.00
<b>Total of Water Utilities as per the invoice list:</b>	<b>\$311,834.36</b>
Wastewater Operations & Maintenance	194,020.49
Wastewater Construction	0.00
Wastewater Sinking	0.00
<b>Total of Wastewater Utilities as per the invoice list:</b>	<b>\$194,020.49</b>
Stormwater	37,543.13
Stormwater Construction	0.00
<b>Total of Stormwater Utility as per the invoice list:</b>	<b>\$37,543.13</b>
<b>Total Water Utility:</b>	<b>\$311,834.36</b>
<b>Total Wastewater Utility:</b>	<b>\$194,020.49</b>
<b>Total Stormwater Utility:</b>	<b>\$37,543.13</b>
<b>TOTAL WATER, WASTEWATER &amp; STORMWATER UTILITIES</b>	<b>\$543,397.98</b>

City of Bloomington Utilities  
Accounts Payable by G/L Distribution Report  
Paydate: 03/08/19

Vendor	Invoice No.	Invoice Description	Invoice Amount	Water O&M	Wastewater O&M	Stormwater O&M
Air-Master Heating & Air Conditioning	COB1902	BP19-020 Service calls to diagnose, bypass thermostat & install	870.00		870.00	
Alliance Of Indiana Rural Water	21063	ADMIN19-014 Annual membership dues: Large Utility Member	600.00	600.00		
All-Phase Electric Supply, INC	0740-581571	3/4" Conduit, Light bulbs for Service Center - PUR	149.74	59.90	89.84	
American Society of Civil Engineers	442558	ENG19-006 ASCE membership renewal for Brad Schroeder	260.00	104.00	156.00	
American Structurepoint, INC	114382	WS17-20501 - Fullerton Pike Water/Sewer Relocation-01/31/19-ENG	1,999.93	1,199.96	799.97	
Associates Four Services, LLC	1601	D18-94 - Weimer Dam Removal - to 02/13/19 - SW, ENG	15,516.00			15,516.00
Astbury Gabriel Corp (ESG Laboratories)	19000293	2 Land application sludge testing @ Dillman 01/08/19 - ENV	647.00		647.00	
Astbury Gabriel Corp (ESG Laboratories)	19000294	2 Land application sludge testing @ Blucher 01/08/19 - ENV	647.00		647.00	
B&H Electric and Supply, INC	0332540	MN19-053 3 Electric motors for heaters (old filter room)	363.00	363.00		
BBC Pump And Equipment Company, INC	30052172	TD19-30 Seal kit ceramic USEM, impeller 10.0" for Karst Farm LS	2,260.27		2,260.27	
Biochem, INC	17740	Sulflight - 440 @ 15.95 delivered 01/16/19 - BP	7,291.96		7,291.96	
Black Lumber Co. INC	392663	2 Ratchet straps - TD	39.98		39.98	
Black Lumber Co. INC	392700	1/4" bolts, dry-wall plastic inserts - PUR	19.50	7.80	11.70	
Black Lumber Co. INC	392725	2 Come-a-longs, 2 handles for truck #629 - SW, TD	59.96	23.98	26.98	9.00
Black Lumber Co. INC	392728	12 Guage extention cord - PUR	28.99	11.60	17.39	
Bloom Environmental, LLC	190111	MN19-066 Asbestos testing	225.00	225.00		
Blue Chip Technologies, INC	131	BP19-011 Fabricate new metal gate for mixed liquor splitter box	1,900.00		1,900.00	
Blue Chip Technologies, INC	136	BP19-012 Fabricate new metal gate & weld plate on tubing blade	1,975.00		1,975.00	
Blue Chip Technologies, INC	137	TD19-2 Have key way welded up and recut armature Karst Park LS	275.00		275.00	
Brenntag Mid-South, INC	BMS190457	Robin 120 Polymer 2,300 @ 1.1290 delivered 01/23/19 - MN	2,596.70	2,596.70		
Brenntag Mid-South, INC	BMS192714	Robin 120 Polymer 2,300 @ 1.1290 delivered 01/25/19 - MN	2,596.70	2,596.70		
Brenntag Mid-South, INC	BMS202659	Sodium hydroxide - 11.5539 @ 625.00 delivered 02/07/19 - MN	7,221.19	7,221.19		
Bruce Wilds Security, LLC	10887	24/7 Security of Griffy Plant Grounds - 02/02-02/15/19 - PUR	10,112.00	10,112.00		
Chemtrade Chemicals Corporation	92575228	Alum - 10.915 @ 434.00 delivered 02/06/19 - MN	4,737.11	4,737.11		
Chemtrade Chemicals Corporation	92576764	Alum - 11.170 @ 434.00 delivered 02/13/19 - MN	4,847.78	4,847.78		
Chemtrade Chemicals Corporation	92577639	Alum - 11.127 @ 434.00 delivered 02/15/19 - MN	4,829.12	4,829.12		
Chemtrade Chemicals Corporation	92580587	Alum - 11.381 @ 434.00 delivered 02/20/19 - MN	4,939.35	4,939.35		
City Of Bloomington	01/31/19 Fuel	Fuel for all utilities vehicles - Jan 2018 - ACCT	14,164.56	5,100.94	9,063.62	
City Of Bloomington	02/28/19Set Rate	Set rate for monthly vehicle parts & repairs - Feb 2019 - ACCT	37,188.34	11,305.25	25,883.09	
City Of Bloomington	BC19-006	Payment for Parking Enf sent to CBU in error - AR	60.00		60.00	
Commercial Service Of Bloomington, INC	J28982	PUR18-512 Installment of mini-split system for server room MN	3,377.03	3,377.03		
Core & Main, LP	K012213	PUR19-024 1 Brass pack joint male 3/4" PKJT-IP X 3/4" MIP	52.00	52.00		
Core & Main, LP	K060587	PUR19-024 25 Brass pack joint male 3/4" PKJT-IP X 3/4" MIP	587.50	587.50		

City of Bloomington Utilities  
Accounts Payable by G/L Distribution Report  
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Vendor	Invoice No.	Invoice Description	Invoice Amount	Water O&M	Wastewater O&M	Stormwater O&M
Creative Graphics, INC (dba Baugh Enterprises)	5932	1,000 Time off request sheets - DR	210.00		210.00	
Donohue & Associates INC	12594-26	D14-80 - Jordan River Culvert Reconstruction-01/06-02/02/19-ENG	19,773.41			19,773.41
Erin M Garcia (Roly Poly Sandwich Shop Bloomington)	1056	ADMIN19-008 Lunch for Annual USB Retreat/Effective Utility Mgmt	121.21	48.48	72.73	
Eurofins Eaton Analytical, INC	S312407	TTHM & HAA5 analysis - LAB, DR	1,710.00	1,710.00		
Eurofins Eaton Analytical, INC	S325412	Dissolved & total organic carbon, SUVA, UV testing - MN	185.00	185.00		
Everett J Prescott, INC	5489876	TD18-590 4" Omni T2 chamber, 1" water pump	1,115.00	1,115.00		
Everett J Prescott, INC	5493114	TD19-1 3" Weighted check valve, 3"x12" FLG-FLG spool, 3" meter	3,594.29	1,437.72	2,156.57	
Everett J Prescott, INC	5501487	TD19-75 WS19-20700 50 3/4 IPERL Meters	7,391.50	2,956.60	4,434.90	
Fastenal Company	INBLM209102	Restock supplies in machine - 11/09/18 - PUR	258.20	115.16	143.04	
Fastenal Company	INBLM209390	Restock supplies in machine - 11/30/18 - PUR	194.02	83.80	110.22	
Fastenal Company	INBLM209655	Restock supplies in machine - 12/14/18 - PUR	192.73	87.94	104.79	
Fastenal Company	INBLM209761	Restock supplies in machine - 12/21/18 - PUR	270.80	114.00	156.80	
Fastenal Company	INBLM210000	Restock supplies in machine - 01/11/19 - PUR	184.01	77.22	106.79	
Fastenal Company	INBLM210290	Restock supplies in machine - 02/27/19 - PUR	173.98	73.72	100.26	
Fastenal Company	INBLM210382	Restock supplies in machine - 01/31/19 - PUR	273.42	83.55	189.87	
Fastenal Company	INBLM210546	Restock supplies in machine - 02/15/19 - PUR	286.03	125.58	160.45	
First Financial Bank, N.A.	D18-94 02/13/19	D18-94 - Retainage - Weimer Dam Removal to 02/13/19 - ENG	1,724.00			1,724.00
Fisher Scientific Company, LLC	4142982	1 cs Seals replacement PTFE for oil & grease - DIR	62.63	62.63		
Fisher Scientific Company, LLC	7027945	2 Phenarsine oxide .00564N 4L - MN	735.20	735.20		
Fisher Scientific Company, LLC	7941178	pH 4.0, pH 7.0, pH 10.0 buffer - MN	225.18	225.18		
Greeley And Hansen, LLC	INV-0000566827	S19-6303 - Dillman WWTP NPDES Permit Renewal to 02/01/19 - ENG	2,512.93		2,512.93	
Greeley And Hansen, LLC	INV-0000567666	S19-6304 - Blucher Poole NPDES Permit Renewal to 02/01/19-BP,ENG	2,490.53		2,490.53	
GRW Engineers, INC	0051880	S18-6215 - I-69 Section 5 Sanitary Sewer to 01/26/19 - ENG	20,000.00	20,000.00		
HACH Company	11302120	DL19-007 Ammonia ULR - TNT830, Ammonia HR TNT832, BOD pillows	110.99		110.99	
HACH Company	11306461	DL19-007 Ammonia HR - TNT832	350.94		350.94	
HACH Company	11316849	DL19-007 Ammonia ULR - TNT830	1,052.82		1,052.82	
HACH Company	11326082	PUR18-420 Ammonia Monochloramine reagent set	465.75	465.75		
HD Supply Facilities Maintenance - (USA Bluebook)	749165	DM18-196 Controller for DO probe at EFF channel screen	2,058.08		2,058.08	
HD Supply Facilities Maintenance - (USA Bluebook)	769494	MN18-527 Handheld analyzer, cable for ProDSS, misc probes	5,517.09	5,517.09		
HD Supply Facilities Maintenance - (USA Bluebook)	780319	BP19-006 5 TNT 830, 6 TNT 832, 5 70mm aluminum pans	770.04		770.04	
HD Supply Facilities Maintenance - (USA Bluebook)	780368	DM19-010 3 12" Dipper 16 oz for samples	335.63		335.63	
HD Supply Facilities Maintenance - (USA Bluebook)	784101	MN19-006 Calibration cup for ysi meter	167.74	167.74		
HD Supply Facilities Maintenance - (USA Bluebook)	787511	DL19-003 6 Walter crucible holders	119.72		119.72	

City of Bloomington Utilities  
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Vendor	Invoice No.	Invoice Description	Invoice Amount	Water O&M	Wastewater O&M	Stormwater O&M
HD Supply Facilities Maintenance - (USA Bluebook)	787515	DL19-004 Ammonian as N 1 ppm standard 1 liter	50.83		50.83	
HD Supply Facilities Maintenance - (USA Bluebook)	787518	DL19-005 Filters, glass microfiber, 934-AH 7.0cm	1,172.25		1,172.25	
HD Supply Facilities Maintenance - (USA Bluebook)	791704	BP19-015 Nitrification inhibitor 500 g hach	215.52		215.52	
HD Supply Facilities Maintenance - (USA Bluebook)	795500	DM19-020 4 Ring 24" Preserver buoy, 5 alum bracket w/60' rope	662.55		662.55	
HD Supply Facilities Maintenance - (USA Bluebook)	795649	DM19-020 8 Ring 24" Preserver buoy, 7 alum bracket w/60' rope	1,205.90		1,205.90	
HD Supply Facilities Maintenance - (USA Bluebook)	804981	BP19-033 2 Female x male adapter	111.89		111.89	
Headco Industries, INC (Bearing Headquarters)	5431210	BP19-028 E-10 Element, 10 HSBx1 3/8 ST1, 10 HSBx1 7/8 ST1	339.20		339.20	
Hoosier Times, INC	155381 01/2019	Employment ad for TPT Meter Reader - 01/12/19 MS, DIR	90.56	36.22	54.34	
Hoosier Workwear Outlet, INC	350487	3 Pair of muck boots for truck #529 - SW, TD	459.97	183.99	252.98	23.00
HP Products Corporation	14302704	1 cs soap, 2 cs accuwipes, 3 cs Nitrile PF XL gloves - TD, PUR	501.88	200.75	286.36	14.77
Interstate All Battery Center of Bloomington, INC	1903302009781	12V Deep cycle marine battery - ENV	104.00	104.00		
Irving Materials, INC	10661659	Concrete - Water @ 3400 S Sare Rd - 01/03/19 - TD	352.50	352.50		
Irving Materials, INC	10663514	Concrete - Sewer @ 2929 W 3rd St - 01/09/19 - TD	720.50		720.50	
Irving Materials, INC	10663923	Concrete - Sewer @ 2929 W 3rd St - 01/10/19 - TD	1,033.50		1,033.50	
Irving Materials, INC	10668797	Concrete - Water @ 108 W 4th St - 02/13/19 - TD	915.75	915.75		
Irving Materials, INC	10668798	Concrete - Sewer @ 114 W Grimes Lane - 02/13/19 - TD	277.51		277.51	
Ivy Tech Community College	N912	Testing fees for DSL-K Johnson, J White, B Elkins, K Knight-DIR	120.00	120.00		
Jacobi Sales, INC	PW10563	PUR18-457 2 Kubota w/hard cab, heating & a/c, back-up alarm	36,332.28	18,166.14	18,166.14	
JCI Jones Chemicals, INC	781974	Sodium hypochlorite - 4,696 @ .7960 delivered 02/14/19 - MN	3,738.02	3,738.02		
John Deere Financial (Rural King)	JRNL#D56098/62	1 Pair of muck boots for truck #616 - TD	210.00	210.00		
John Deere Financial (Rural King)	JRNL#D56674/62	2 & 4 QT galvanized can, slip joint, filters, drain pans - MN	70.93	70.93		
Joseph A Potts	BP19-014	Reimbursement for shipping charges for lab spectrophotometer - OP	28.57		28.57	
Joseph A Potts	BP19-026	Reimbursement for Op of WWTP Vol 1&2 training books - OP	118.00		118.00	
Joseph A Potts	BP19-030	Reimburse for freight charges for loaner spectrophotometer - OP	32.88		32.88	
Kirby Risk Corp	S110242660.002	4 Heater elements for overload relay - MN	164.04	164.04		
Kirby Risk Corp	S110214233.001	3 S1K1200 Off-line UPS 1200VA 120V - DR	1,943.49		1,943.49	
Kirby Risk Corp	S110226240.001	Misc LED box/wall pack, 10 80W LED wall pack, tape - DR	3,012.32		3,012.32	
Kirby Risk Corp	S110242820.001	Buss FNQ-R-1 600V Midget TD Fuse for compressor - BP	14.24		14.24	
Kirby Risk Corp	S110242820.002	Buss LP-CC08/10 Low Peak CC TD Fuse for compressor - BP	61.76		61.76	
Kirby Risk Corp	S110277753.001	Button style & top lens electronic photo control - DR	582.02		582.02	
KM Repair Service, INC (Quality Repair Service)	24758	DM19-006 Pentair pump spare pump for sump @ grit chamber	1,097.54		1,097.54	



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Vendor	Invoice No.	Invoice Description	Invoice Amount	Water O&M	Wastewater O&M	Stormwater O&M
KNJ, LLC (Quality Collision)	8831	PUR19-067 Repair Unit 574 2018 Chev work truck white	1,016.45	406.58	609.87	
KONE, INC	959168911	Elevator maintenance - 02/01-04/30/19 - DR	341.85		341.85	
Layne Christensen Company	92095176	W18-4216 - Monroe WTP Low Service Pump #4 to 01/25/19 - ENG	15,764.00	15,764.00		
Layne Christensen Company	92095177	W18-4221 - Monroe WTP Low Service Pump #4 repair - MN, ENG	46,852.00	46,852.00		
London Witte Group, LLC (LWG CPA's)	31988	Utility related services for sewer & storm rate services - ACCT	2,437.50		2,437.50	
MacAllister Machinery Co, INC	R67271323313	Security-Light tower rental @ Griffy Plant - 01/11-02/08/19-ENV	2,761.00	2,761.00		
MacAllister Machinery Co, INC	R67271323314	Security lights @ Griffy + overage charges-2/08-02/11/19-ENV	16,750.00	16,750.00		
Menards, INC	17286	2, 5 & 8 gallon pail, handle, 2 gal air comp, 18 gal tote - MN	165.31	165.31		
Menards, INC	17536	Misc nipples, caps, adapters, garden hose, cleaner - MN	264.97	264.97		
Menards, INC	17761	Power washer hose, 3-drawer cabinet, shelving, cords-DIR,TD,PUR	204.64	81.86	122.78	
Monroe County Government	022019-COBU	Misc copies made - 01/03-01/31/19 - ENG	39.00	15.60	23.40	
Monroe County Government	ENG19-011	Partial release of easement SEWSI - ENG	25.00		25.00	
Monroe County Government	ENG19-012	Record 4 easements for Broadview Neighborhood Sewer-ENG	100.00		100.00	
Northern Safety Co., INC	903304374	DR19-015 Safety glasses, lens cleaner, gloves, traffic cones	289.77		289.77	
Northern Safety Co., INC	903314538	PUR19-059 25 MSA V-Guard hard hats, 25 Vented hard hats	921.10	368.44	506.60	46.06
Office Depot, INC	248520394001	4 36" 150' rolls of paper for printer in Engineering-ENG, PUR	123.56	49.42	74.14	
Office Depot, INC	249707463001	4 Press-on vinyl numbers - MN	64.36	64.36		
Office Depot, INC	249707464001	D-Ring binder - MN	81.09	81.09		
Office Depot, INC	249707465001	4 1" binders - MN	35.96	35.96		
Office Depot, INC	254356315001	Clipboard, paper pads, sharpies, markers, correct tape,paper-PUR	20.14	8.06	12.08	
Office Depot, INC	254821718001	File folders, gel pens, file pockets - ACCT	40.81	16.32	24.49	
Office Depot, INC	254821719001	A-Z File sorter - ACCT	26.29	10.52	15.77	
Office Depot, INC	255378427001	3 Black-on- white tape for label maker - PUR	47.19	18.88	28.31	
Office Depot, INC	255880096001	3 File folders, 1 drawer organizer - MN	21.53	21.53		
Office Depot, INC	255880097001	6 pk paper - MN	22.14	22.14		
Office Depot, INC	256766763001	Boxes, calendar pad, banker boxes, clipboards, pens, batteries-DR	167.18		167.18	
Office Depot, INC	256766764001	2 bx retractable pens - DR	14.88		14.88	
Office Depot, INC	257978756001	2 Solar calculators, 1 scientific calculator - MN	44.78	44.78		
Office Depot, INC	258416149001	Black toner for lab printer - MN	138.76	138.76		
Office Depot, INC	258615872001	2-Drawer lateral file cabinet - PUR	116.99	46.80	70.19	
Office Depot, INC	258615873001	2-Drawer lateral file cabinet 30"x23x16- PUR	386.99	154.80	232.19	

City of Bloomington Utilities  
Accounts Payable by G/L Distribution Report  
Paydate: 03/08/19

Vendor	Invoice No.	Invoice Description	Invoice Amount	Water O&M	Wastewater O&M	Stormwater O&M
Office Depot, INC	261147196001	Stapler, misc post-it flags, sharpie, alphabetizer - AR, ACCT	86.70	34.68	52.02	
Office Depot, INC	261147197001	Desktop stapler - AR, ACCT	11.39	4.56	6.83	
Office Depot, INC	261486347001	3 Calculator ribbons - AR, ACCT	36.42	14.56	21.86	
Office Depot, INC	264539917001	Misc pens, tape, dry erase markers, board cleaner - DR	42.31		42.31	
Office Depot, INC	265247393001	Calculator, 12 steno books, misc post-it notes - CS	100.06	40.02	60.04	
Office Depot, INC	265247494001	1 dz white ruled paper - CS	19.99	8.00	11.99	
Office Depot, INC	266425134001	Wall calendar, misc post-it notes, correction tape, clips - ENG	21.46	8.58	12.88	
Office Depot, INC	267780501001	Stapler - ACCT	11.39	4.56	6.83	
Office Depot, INC	267781166001	Stapler for D. Daily - ACCT	11.39	4.56	6.83	
Office Depot, INC	270036812001	Magnifier, desktop stapler - ACCT	23.18	9.27	13.91	
Osburn Associates, INC	262299	PUR19-057 200 Traffic cones with reflexive collars 28"-7lbs	2,826.00	1,034.31	1,723.87	67.82
Pace Analytical Services, INC	1950103969	Testing - Metals ICP, Metals ICP-MS PCB for JB Salvage - ENV	170.00			170.00
Paragon Micro, INC	853780	3 each: Dell Power Edge, Microsoft Excel & Word 2019-Dillman, DIR	13,187.91		13,187.91	
Paragon Micro, INC	855628	3 each: Dell Power Edge, Microsoft Excel & Word 2019-Monroe, DIR	13,187.91	13,187.91		
Paragon Micro, INC	856003	Dell LED 22" monitor for K. Thetonia - SW, TD	149.99			149.99
Presidio Holdings, INC	6023419000238	Labor to install card readers @ Blucher WWTP - BP, DIR	4,646.00		4,646.00	
Ricoh USA, INC	5054842377 CBU	Ricoh copier maintenance - 09/17-10/16/18 - BP, MN, DR, SC	188.61	51.95	136.66	
Rogers Group, INC	0071168850	#11 & #53 stone - stock - 12/21/18 - TD	206.47	82.59	123.88	
Rogers Group, INC	0071169223	W18-4213 - #11 & #53 stone - stock - 01/16-01/17/18 - TD	508.19	268.72	239.47	
Rogers Group, INC	0071169283	#11 Stone - stock - 01/24/19 - TD	129.54	51.82	77.72	
Rogers Group, INC	0071169335	#11 & #53 Stone - stock & main break @ Hollywood - 01/28/19 - TD	203.98	155.34	48.64	
Rogers Group, INC	0071169398	#11 & #53 Stone - Stock - 02/06/19 - TD	239.02	95.61	143.41	
Southern Indiana Parts, INC (Napa Auto Parts)	248451	1 Gauge, 8 oil fil - MN	53.34	53.34		
SSW Enterprises, LLC (Office Pride)	IN000510679	Monthly cleaning fee for Service Center - 01/01/19 - SC	3,307.46	1,322.98	1,984.48	
SSW Enterprises, LLC (Office Pride)	IN000510682	Monthly cleaning fee for Dillman WWTP - 01/01/19 - DR	1,189.63		1,189.63	
SSW Enterprises, LLC (Office Pride)	IN000510684	Monthly cleaning fee for Monroe WTP - 01/01/19 MN	1,169.48	1,169.48		
Stansifer Radio Co, INC	33002	2 Resistors for manual titrator - MN	2.50	2.50		
Stansifer Radio Co, INC	33045	4 Batteries for UPS - MN	102.88	102.88		
Stansifer Radio Co, INC	33048	8 Batteries & 2 fans for UPS - MN	276.17	276.17		
State Of Indiana	000275575	Public water supply annual fee - ADMIN19-013	24,045.45	24,045.45		
State Of Indiana	000276633	Dillman WWTP NPDES permit renewal - ADMIN19-012	14,500.00		14,500.00	
State Of Indiana	000276634	Blucher WWTP NPDES permit renewal - ADMIN19-010	9,500.00		9,500.00	
State Of Indiana	000280813	Monroe WTP NPDES permit renewal - ADMIN19-011	2,460.00	2,460.00		

City of Bloomington Utilities  
Accounts Payable by G/L Distribution Report  
Paydate: 03/08/19

Vendor	Invoice No.	Invoice Description	Invoice Amount	Water O&M	Wastewater O&M	Stormwater O&M
Sunbelt Rentals, INC	86451492-0001	Saw air filters, spark plugs for trucks #'s 616 & 631 - TD	35.74	35.74		
Sunbelt Rentals, INC	86517520-0001	2 Chains for truck #'s 630 & 627 - SW, TD	468.73	187.49	257.80	23.44
Sunbelt Rentals, INC	86837707-0001	Rubber pads for mortar mixer - SW, TD	44.00	17.60	19.80	6.60
The Travelers Indemnity	000552705	PUR19-065 Reimbursed, Claimant was having problem with drains.	4,792.72		4,792.72	
Tri-State Bearing Co, INC	1076129-00	Bearing for Karst Park LS pump - TD19-064	131.68		131.68	
Tri-State Bearing Co, INC	1077333-00	2 Bearings for street saw on truck #629 - SW, TD19-076	26.64	10.66	14.65	1.33
Upholstery Decor, INC	TD19-38 02/04/19	TD19-38 21"x2" foam disk, 25"x2" foam disk, 37"x2" foam disk	4,713.25	1,885.30	2,827.95	
VET Environmental Engineering, LLC	3773	W17-4113 - Griffy Plant Demolition - 01/18-02/06/19 - ENG	34,442.09	34,442.09		
Victor A Kelson	ADMIN19-017	Parking & meal reimbursement-AWWA Conf 01/22-01/23/19 - DIR	93.00	93.00		
W.W. Grainger, INC	9074411209	TD19-65 Fan motor for South Central Booster heater	248.64	248.64		
W.W. Grainger, INC	9080782106	PUR19-064 Safety 13 gauge foam natural rubber latex gloves XL	354.24	141.70	194.83	17.71
Water Solutions Unlimited, INC	47315	Sodium permanganate - 400 @ 7.76 delivered 01/18/19 - MN	3,104.00	3,104.00		
Water Solutions Unlimited, INC	47491	Sodium Thiosulfate - 120 @ 4.64 delivered 02/07/19 - MN	556.80	556.80		
Water Solutions Unlimited, INC	47492	Sodium permanganate - 264 @ 7.76 delivered 02/07/19 - MN	2,048.64	2,048.64		
Water Solutions Unlimited, INC	47517	MN19-025 Injection pump for sodium permaganate	2,257.19	2,257.19		
Water Solutions Unlimited, INC	47518	MN19-026 Chemical injection pump for sodium permaganate	2,257.19	2,257.19		
Water Solutions Unlimited, INC	47576	Sodium permanganate - 528 @ 7.76 delivered 02/15/19 - MN	4,097.28	4,097.28		
Xylem Dewatering Solutions, INC (Godwin Pumps)	400846189	ENG19-010A W18-4224 CD100 Monthly pump rental 8/29-9/25/18	1,472.00	1,472.00		
Xylem Dewatering Solutions, INC (Godwin Pumps)	400849822	ENG19-010B W18-4224 Flange adapters, gasket and parts	470.41	470.41		
Xylem Dewatering Solutions, INC (Godwin Pumps)	400855583	ENG19-010C W18-4224 CD100 Monthly pump rental 9/26-10/23/18	1,332.00	1,332.00		
Xylem Dewatering Solutions, INC (Godwin Pumps)	400864701	ENG18-124 W18-4224 CD100 Pump rental 10/24-11/20/18	1,332.00	1,332.00		
Xylem Dewatering Solutions, INC (Godwin Pumps)	400872725	ENG19-010D W18-4224 CD100 Monthly pump rental 11/21-12/18/18	1,332.00	1,332.00		
Xylem Dewatering Solutions, INC (Godwin Pumps)	400879984	ENG19-010E W18-4224 CD100 Monthly pump rental 12/19/18-1/15/19	1,332.00	1,332.00		
Young Trucking, INC	100028	Hauling sludge from Blucher WWTP - 12/18-12/26/18 - BP, OP	1,950.83		1,950.83	
Young Trucking, INC	100344	Hauling sludge from Dillman WWTP - 02/04-02/07/19 - DR, OP	13,669.70		13,669.70	
Young Trucking, INC	100345	Hauling sludge from Blucher WWTP - 02/01-02/06/19 - BP, OP	2,161.26		2,161.26	
Young Trucking, INC	100409	Hauling sludge from Blucher WWTP - 02/11-02/14/19 - BP, OP	2,147.78		2,147.78	
Young Trucking, INC	100410	Hauling sludge from Dillman WWTP - 02/15/19 - DR, OP	4,904.31		4,904.31	
Young Trucking, INC	100029-2	Hauling sludge from Dillman WWTP - 12/28/18 - DR, OP	6,910.82		6,910.82	
Grand total:			543,397.98	311,834.36	194,020.49	37,543.13

**UTILITIES SERVICE BOARD MOTION  
MEETING ON MARCH 04, 2019  
UTILITY BILLS**

To: Utilities Service Board

Dept.

Sub: Claims list filed: 02/26/19

USB: 3/4/2019

For Period: 02/13/19 - 02/26/19

G/L Date: 02/27/19

From: Kim Robertson

Dept. Accounts Payable

Date: 02/26/19

**Paydate: 02/27/19**

Utilities Department invoices filed with the City Controller February 26, 2019 and signed by the Utilities Service Board for payment February 27, 2019 as in accordance with the Utilities Service Board Resolution of August 7, 1973, be hereby approved and entered into the minutes of today's meeting. A copy of the list is filed, with any exceptions noted, is hereby attached and made a part of these proceedings.

Water Operations & Maintenance

9,212.32

Wastewater Operations & Maintenance

22,388.12

Stormwater

**Total Water Utility:**

\$9,212.32

**Total Wastewater Utility:**

\$22,388.12

**Total Stormwater Utility:**

\$0.00

**TOTAL WATER, WASTEWATER & STORMWATER UTILITIES**

\$31,600.44

City of Bloomington Utilities  
Accounts Payable by G/L Distribution Report  
Paydate: 02/27/19

Utility Bills

Vendor	Invoice No.	Invoice Description	Invoice Amount	Water O&M	Wastewater O&M
AT&T	8123347689 02/19	Service - Utilities - 02/07-03/06/19 - SC	181.97	72.79	109.18
AT&T Mobility II, LLC	02/11/19	Service - #287268772596x02192019 All depts - 01/12-02/11/19 - SC	2,487.02	876.06	1,610.96
AT&T Mobility II, LLC	8123600681 02/19	Service - Monroe Maintenance - 01/12-02/11/19 - MN	59.07	59.07	
City Of Bloomington Utilities	01/31/19	Service - 01/01-01/31/19 - SC, LS, BP, DR	13,445.03	293.29	13,151.74
DirectTV, LLC	35884736855	Service - Blucher WWTP - 02/10-03/09/19 - BP	66.99		66.99
DirectTV, LLC	35893154517	Service - Dillman WWTP - 02/12-03/11/19 - DR	66.99		66.99
DirectTV, LLC	35895233645	Service - Monroe WTP - 02/12-03/11/19 - MN	66.99	66.99	
Duke Energy	02/27/19	Service - Jan - Feb 2019 - SC, GR, TD, BS, DR, LS, ENV	6,856.97	3,561.21	3,295.76
Duke Energy	41003538018 2/19	Service - 12/12/18-02/07/19 - BS, TD, LS	6,110.31	3,198.56	2,911.75
Smithville Telephone Co Inc	8128241616 02/19	Service - SE Pumping Station - 01/20-02/19/19 - BS	97.20	97.20	
Vectren	N0814658 02/19	Service - S Central BS - 01/07-02/06/19 - BS	203.99	203.99	
Vectren	N1078457 02/19	Service - Service Center - 01/07-02/06/19 - SC	1,619.90	647.96	971.94
Vectren	N1244359 02/19	Service - S Washington St Storage - 01/07-02/06/19 - SC	338.01	135.20	202.81
Grand total:			<u>31,600.44</u>	<u>9,212.32</u>	<u>22,388.12</u>

**WIRE TRANSFERS, FEES & PAYROLL FOR THE MONTH OF FEBRUARY, 2019**

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INDIANA DEPARTMENT OF REVENUE \$0.00  
(SALES TAX - JANUARY, 2019)

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INDIANA DEPARTMENT OF REVENUE - RECEIPTS TAX \$0.00  
1ST QUARTER UTILITY RECEIPTS TAX

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NPC \$0.00  
CHARGE CARD FEES - JANUARY, 2019

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FIRST FINANCIAL \$0.00  
ACCOUNT ANALYSIS FEES - JANUARY, 2019

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GROSS PAYROLL \$324,719.94  
3/1/2019

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FICA TAX \$23,475.22  
3/1/2019

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**TOTAL** **\$348,195.16**

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**UTILITIES SERVICE BOARD MOTION  
MEETING ON MARCH 04, 2019  
CUSTOMER REFUNDS**

To: Utilities Service Board  
 Dept.  
 Sub: Claims list filed: 02/26/19  
 USB: 2/18/2019  
 For Period: 02/09/19 - 02/25/19  
 G/L Date: 03/08/19

From: Kim Robertson  
 Dept. Accounts Payable  
 Date: 02/26/19  
 Paydate: 03/08/19

Utilities Department invoices filed with the City Controller February 26, 2019 and signed by the Utilities Service Board for payment March 08, 2019 as in accordance with the Utilities Service Board Resolution of August 7, 1973, be hereby approved and entered into the minutes of today's meeting. A copy of the list is filed, with any exceptions noted, is hereby attached and made a part of these proceedings.

Water Operations & Maintenance	0.00
Wastewater Operations & Maintenance	174.85
Stormwater	0.00
Sanitation	0.00
<b>Total Water Utility:</b>	<b>\$0.00</b>
<b>Total Wastewater Utility:</b>	<b>\$174.85</b>
<b>Total Stormwater Utility:</b>	<b>\$0.00</b>
<b>Total Sanitation Department:</b>	<b>\$0.00</b>
 <b>TOTAL WATER, WASTEWATER &amp; STORMWATER UTILITIES</b>	<b>\$174.85</b>

**CUSTOMER REFUNDS**

City of Bloomington Utilities  
 Accounts Payable by G/L Distribution Report  
 Paydate: 03/08/19

Vendor	Invoice No.	Invoice Description	Invoice Amount	Check No.	Reason for refund	Water Funds	Wastewater Funds	Stormwater Funds	Sanitation
Ivey Gosser	29652-027	Customer refund	\$51.55	25989	Billing/NW error- customer was billed previous customer's final usage in error and paid for it.		\$51.55		
Jana Rechter	200661-002	Customer refund	\$67.19	25990	Refunded payment back. Overpayment on their January bill		\$67.19		
Tempo Properties	29686-023	Customer refund	\$56.11	25991	Customer paid final bill that was a credit amount, refunded payment.		\$56.11		

\$0.00    \$174.85    \$0.00    \$0.00

\$174.85  
\$174.85





MEMORANDUM

**TO:** Mayor Hamilton  
**FROM:** James Hall  
**DATE:** February 28, 2019  
**RE:** Request for Approval of Professional Services Agreement with SSI Services, LLC (remediation of Asbestos Pipe Insulation at Monroe WTP)

Funding Source:

Total Dollar Amount of Contract: \$11,580.00

Expiration Date of Contract: July 31, 2019

Department Head Initials of Approval: JH

Due Date For Signature: 3/4/2018, 5:00 pm

Record Destruction Date (Legal Dept to fill in): 2029

Legal Department Internal Tracking #: 19-101

PREVIOUSLY REVIEWED BY & RETURN SIGNED CONTRACT TO THIS ATTORNEY:

Christopher J. Wheeler

ATTORNEY IS TO RETURN SIGNED CONTRACT TO THIS DEPARTMENTAL EMPLOYEE:

James Hall

**Summary of Contract:**

Scope of services includes removal of approximately 60 asbestos pipe insulation elbows at Monroe WTP in old filter room. This contract will also remove the remaining fiberglass insulation that has mold in many places. After removal, SSI Services will install new fiberglass insulation with a PVC jacket.

## AGREEMENT FOR PROFESSIONAL SERVICES

**THIS AGREEMENT** is entered into by and between the City of Bloomington Utilities Department (hereinafter referred to as "City"), and SSI Services, LLC, a limited liability corporation duly incorporated in the State of Indiana, with its principal place of business located at 308 South State Avenue, Indianapolis, IN 46201 (hereinafter referred to as "Consultant").

**WHEREAS**, the City wishes to abate asbestos from the old filter room at Monroe Water Treatment Plant. After removal of the asbestos, the remaining pipe insulation with mold issues will be removed and replaced with fiberglass insulation with a PVC jacketing

**WHEREAS**, the City requires the services of a professional in the field of asbestos abatement to collect permits for abatement and disposal;

**WHEREAS**, it is in the public interest that such Services be undertaken and performed; and

**WHEREAS**, Consultant has the experience and professional expertise and is willing and able to provide such Services to the City.

**NOW, THEREFORE**, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

1. **Effective date.** The effective date for this contract is the date last entered in the signature blocks below.
2. **Term.** This contract shall expire on the July 31, 2019, or when all terms and conditions of this contract have been fully performed, whichever first shall occur.
3. **Agreement Price.** The overall cost to the City for all Services provided herein by Consultant during the term of this agreement shall not exceed Eleven Thousand Five Hundred and Eighty Dollars (\$11,580.00). No additional work shall be performed until and unless additional funding is approved by the City and an amendment to this Agreement reached by both parties herein under the same formality as this Agreement.
4. **Scope of Services.** Consultant shall provide these Services for the City as set forth more particularly in **Exhibit "A"**, Scope of Services. Exhibit "A" is attached hereto and incorporated herein by reference as though fully set forth.

Time is of the essence and Consultant shall diligently pursue its work under this Agreement and shall complete the Services as described in **Exhibit "A"** in a timely manner. Consultant shall expeditiously perform all Services in a manner consistent with the requisite professional skills, care and orderly progress of the work.

Consultant agrees that any information or documents, including digital GIS information, supplied by the City shall be used by Consultant for this project only, and shall not be reused or reassigned for any purpose.

5. **Standard of Care.** Consultant shall be responsible for completion of the Services in a manner sufficient to meet the professional standards consistent with that of the Consultant's industry. The City shall be the sole judge of the adequacy of Consultant's work in meeting such standards. However, the City shall not unreasonably withhold its approval as to the adequacy of such performance.
6. **Responsibilities of the City.** The City shall provide all necessary information regarding requirements for the Services. The City shall furnish such information as expeditiously as is necessary for the orderly progress of the work, and Consultant shall be entitled to rely upon the accuracy and completeness of such information. The City shall designate who is authorized to act on its behalf with respect to this Agreement.
7. **Payment.** Prior to receiving payment, the Service Provider shall provide a detailed billing statement in the form of an invoice describing the particular labor and services provided and the relevant rate for each service. The City shall pay said invoice within forty five (45) days of its receipt, provided that the Service Provider has successfully completed the agreed upon work to the City's satisfaction. The City shall not make payment for any unauthorized work or expenses.
8. **Appropriation of Funds.** Notwithstanding any other provision of this Agreement, if funds for the continued fulfillment of this Agreement by the City are at any time not forthcoming or are insufficient, through failure of any entity, including the Utilities Board itself, to appropriate funds or otherwise, then the Board shall have the right to terminate this Agreement without penalty as set forth below.
9. **Termination.** In the event of a party's substantial failure to perform in accordance with the terms of this Agreement, the other party shall have the right to terminate the Agreement upon written notice. The nonperforming party shall have fourteen (14) calendar days from the receipt of the termination notice to cure or to submit a plan for cure acceptable to the other party. The City may terminate or suspend performance of this Agreement at the City's prerogative at any time upon written notice to the Consultant. In that event, Consultant shall terminate or suspend performance of the Services on a schedule acceptable to the City, and the City shall pay the Consultant for all the Services performed up to the date that written notice is received, plus reasonable termination or suspension expenses. Upon termination or suspension of this Agreement, all finished or unfinished reports, drawings, collections of data and other documents generated by Consultant in connection with this Agreement shall become the property of the City, as set forth in Article 11 herein.
10. **Identity of Consultant.** Consultant acknowledges that one of the primary reasons for its selection by the City to perform the duties described in this Agreement is the qualification and experience of the principal personnel whom Consultant has represented will be responsible therefor. Consultant thus agrees that the work to be done pursuant to this Agreement shall be performed by the principal personnel described in **Exhibit "B"**, Principal Personnel, and such other personnel in the employ under contract or under the supervision of Consultant whom the City shall approve. **Exhibit "B"** is attached hereto and incorporated herein by reference as though fully set forth. The City reserves the right to reject any of the Consultant's personnel or proposed outside professional sub-consultants, and the City reserves the right to request that acceptable replacement personnel be assigned to the project.

**11. Ownership of Documents and Intellectual Property.** All documents, drawings and specifications, including digital format files, prepared by Consultant and furnished to the City as part of the Services shall become the property of the City. Consultant shall retain its ownership rights in its design, drawing details, specifications, data bases, computer software and other proprietary property. Intellectual property developed, utilized or modified in the performance of the Services shall remain the property of the Consultant.

**12. Independent Contractor Status.** During the entire term of this Agreement, Consultant shall be an independent contractor, and in no event shall any of its personnel, agents or sub-contractors be construed to be, or represent themselves to be, employees of the City.

**13. Indemnification.** Consultant shall defend, indemnify and hold harmless the City of Bloomington, its directors, officers, agents and employees of the City from and against all claims, demands, damages, costs, expenses or other liability, including reasonable attorney's fees and defense costs, to the extent caused by the Consultant's negligent performance of Professional services under this Agreement and that of its Subconsultants or anyone for whom the Consultant is legally liable.

**14. Insurance.** During the performance of any and all Services under this Agreement, Consultant shall maintain the following insurance in full force and effect:

- a. General Liability Insurance, with a minimum combined single limit of \$1,000,000 for each occurrence and \$2,000,000 in the aggregate.
- b. Automobile Liability Insurance, with a minimum combined single limit of \$1,000,000 for each person and \$1,000,000 for each accident.
- c. Professional Liability Insurance ("Errors and Omissions Insurance") with a minimum limit of \$2,000,000 annual aggregate.
- d. Workers' Compensation Insurance in accordance with the statutory requirements of Title 22 of the Indiana Code.

All insurance policies shall be issued by an insurance company authorized to issue such insurance in the State of Indiana. The City of Bloomington, the City, and the officers, employees and agents of each shall be named as insured under the General Liability, Automobile, and Professional Liability Insurance policies, and such policies shall stipulate that the insurance will operate as primary insurance and that no other insurance affected by the City will be called upon to contribute to a loss hereunder.

Consultant shall provide evidence of each insurance policy to the City prior to the commencement of work under the Agreement. Approval of the insurance by the City shall not relieve or decrease the extent to which Consultant may be held responsible for payment of damages resulting from service or operations performed pursuant to this Agreement. If Consultant fails or refuses to procure or maintain the insurance required by these provisions, or fails or refuses to furnish the City required proof that the insurance has been procured and

is in force and paid for, City shall have the right at City's election to forthwith terminate the Agreement.

15. **Conflict of Interest.** Consultant declares that it has no present interest, nor shall it acquire any interest, direct or indirect, which would conflict with the performance of Services required under this Agreement. The Consultant agrees that no person having any such interest shall be employed in the performance of this Agreement.
16. **Waiver.** No failure of either party to enforce a term of this Agreement against the other shall be construed as a waiver of that term, nor shall it in any way affect the party's right to enforce that term. No waiver by any party of any term of this Agreement shall be considered to be a waiver of any other term or breach thereof.
17. **Severability.** The invalidity, illegality or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of the Agreement shall be construed and enforced as if it did not contain the particular provision to be held void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.
18. **Assignment.** Neither the City nor the Consultant shall assign any rights or duties under this Agreement without the prior written consent of the other party; provided, however, Consultant may assign its rights to payment without the City's consent. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this Agreement.
19. **Third Party Rights.** Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the City and the Consultant.
20. **Governing Law and Venue.** This Agreement shall be governed by the laws of the State of Indiana. Venue of any disputes arising under this Agreement shall be in Monroe County, Indiana.
21. **Non-Discrimination.** Consultant shall comply with City of Bloomington Ordinance 2.21.020 and all other federal, state and local laws and regulations governing non-discrimination in employment.
22. **Verification of New Employees' Immigration Status.** Contractor is required to enroll in and verify the work eligibility status of all newly-hired employees through the E-Verify program. (This is not required if the E-Verify program no longer exists). Contractor shall sign an affidavit, attached as **Exhibit "C"**, affirming that Contractor does not knowingly employ an unauthorized alien. "Unauthorized alien" is defined at 8 U.S. Code 1324a(h)(3) as a person who is not a U.S. citizen or U.S. national and is not lawfully admitted for permanent

residence or authorized to work in the U.S. under 8 U.S. Code chapter 12 or by the U.S. Attorney General.

Contractor and any subcontractors may not knowingly employ or contract with an unauthorized alien, or retain an employee or contract with a person that the contractor or subcontractor subsequently learns is an unauthorized alien. If the City obtains information that the Contractor or subcontractor employs or retains an employee who is an unauthorized alien, the City shall notify the Contractor or subcontractor of the contract violation and require that the violation be remedied within 30 days of the date of notice. If the Contractor or subcontractor verified the work eligibility status of the employee in question through the E-Verify program, there is a rebuttable presumption that the Contractor or subcontractor did not knowingly employ an unauthorized alien. If the Contractor or subcontractor fails to remedy the violation within the 30 day period, the City shall terminate the contract, unless the Board or department that entered into the contract determines that terminating the contract would be detrimental to the public interest or public property, in which case the City may allow the contract to remain in effect until the City procures a new contractor. If the City terminates the contract, the Contractor or subcontractor is liable to the City for actual damages.

Contractor shall require any subcontractors performing work under this contract to certify to the Contractor that, at the time of certification, the subcontractor does not knowingly employ or contract with an unauthorized alien and the subcontractor has enrolled in and is participating in the E-Verify program. Contractor shall maintain on file all subcontractors' certifications throughout the term of the contract with the City.

23. **Non-Collusion.** Service Provider is required to certify that it has not, nor has any other member, representative, or agent of Service Provider, entered into any collusion by agreement or otherwise with any person relative to the price to be offered by any person nor prevented any person from making an offer nor induced anyone to refrain from making an offer and that this offer is made without reference to any other offer. Service Provider shall swear under oath, via signed affidavit, attached as **Exhibit "D"** and by this reference incorporated herein, that Service Provider has not engaged in any collusive conduct.
24. **Compliance with Laws.** In performing the Services under this Agreement, Consultant shall comply with any and all applicable federal, state and local statutes, ordinances, plans and regulations, including any and all regulations for protection of the environment. When appropriate, Consultant shall advise City of any and all applicable regulations and approvals required by the Federal Environmental Management Agency (FEMA). Where such statutes, ordinances, plans or regulations of any public authority having any jurisdiction on the project are in conflict, Consultant shall proceed using its best judgment only after attempting to resolve any such conflict between such governmental agencies, and shall notify the City in a timely manner of the conflict, attempts of resolution, and planned course of action.
25. **Notices.** Any notice required by this Agreement shall be made in writing to the addresses specified below:

City: City of Bloomington Utilities  
P.O. Box 1216, Bloomington, IN 47402

Attn: James Hall

Consultant: SSI Services, LLC  
308 South State Avenue  
Indianapolis, IN 46201  
Attn: Ryan Allen

Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of the City and the Consultant.

26. Intent to be Bound. The City and the Consultant each bind itself and its successors, executors, administrators, permitted assigns, legal representatives and, in the case of a partnership, its partners to the other party to this Agreement, and to the successors, executors, administrators, permitted assigns, legal representatives and partners of such other party in respect to all provisions of this Agreement.

27. Integration and Modification. This Agreement, including all exhibits incorporated by reference, represents the entire and integrated agreement between the City and the Consultant. It supersedes all prior and contemporaneous communications, representations and agreements, whether oral or written, relating to the subject matter of this Agreement. This Agreement may be modified only by a written amendment signed by both parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first written above.

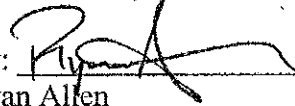
**CITY OF BLOOMINGTON:**

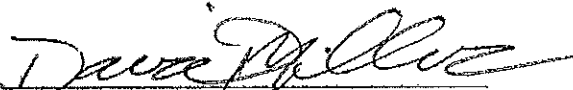
By: \_\_\_\_\_  
Julie Roberts, President                      Dated  
Utilities Service Board

Attest: \_\_\_\_\_  
Vic Kelson, Utilities Director              Dated

\_\_\_\_\_  
John Hamilton, Mayor                      Dated  
City of Bloomington

**SSI Services, LLC**

By:  \_\_\_\_\_ 2/27/19  
Ryan Allen                                      Dated

Attest:  \_\_\_\_\_  
Name Printed: David Miller  
Title: General Manager

**Proposal**  
**SSI SERVICES, LLC**  
 308 South State Avenue  
 Indianapolis, IN 46201  
 (317) 269-2120

SUBMITTED TO	City of Bloomington Utilities	PHONE	812-349-3657	DATE	2/13/2019
STREET	600 E. Miller Drive	JOB NAME	Monroe WTP - Asbestos Abatement		
CITY, STATE, ZIP	Bloomington, IN 47401	JOB LOCATION	7470 S. Shields Ridge Rd. Bloomington, IN		
ATTENTION:	James Hall	EMAIL	hallj@bloomington.in.gov		

We hereby submit specifications and estimate:

Labor, equipment and material to remove asbestos containing pipe fittings from Old Filter Room.  
 All work will comply with EPA and OSHA regulations.  
 Asbestos waste will be disposed of in an approved landfill.  
 Air monitoring will be provided to insure compliance with OSHA regulations.

**The scope of work will be as follows:**

- Remove ~60 asbestos containing fittings from old filter room.
- Work to be completed during normal business hours.

**TOTAL: \$4,780.00**

- Apply insulation to ~60 fittings.
- Work to be completed during normal business hours.

**TOTAL: \$850.00**

- Remove fiberglass insulation from piping throughout old filter room.
- Work to be completed during normal business hours.

**TOTAL: \$2,000.00**

- Apply fiberglass insulation on piping throughout old filter room.
- Work to be completed during normal business hours.

**TOTAL: \$2,700.00** \*Price for insulation only

**TOTAL: \$4,800.00** \*Price includes PVC jacketing over insulation

We Propose - hereby to furnish material and labor - complete in accordance with above specifications, for the sum of:

PLEASE SEE ABOVE Dollars SEE ABOVE

Payment to be made as follows: Payment shall be paid within 30 days of Invoice date. COB Utilities recognizes and agrees that if the payment, or any portion thereof, is not paid promptly when due, SSI Services, LLC may demand and seek payment of the entire balance due immediately, together with interest at the rate of Eighteen Percent (18%) per annum, plus SSI Services, LLC's reasonable attorney's fees and the costs and expenses of collections. SSI Services, LLC may also cease work, without breach, pending payment or resolution of any dispute. Retainage shall not be withheld unless prior agreement. If retainage is part of agreement, it will be paid upon completion of work under this agreement. All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specification involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by workman's compensation.

Authorized Signature  Ryan Allen Project Manager (317) 941-9967 [rallen@ssiweb.com](mailto:rallen@ssiweb.com)

NOTE: This proposal may be withdrawn by us if not accepted within 30 days.

Acceptance of Proposal - the above prices, specifications and conditions are satisfactory and are hereby accepted. You are Signature \_\_\_\_\_  
 authorized to do the work as specified. Payment will be outlined above. Signature \_\_\_\_\_

Date of Acceptance: \_\_\_\_\_

**EXHIBIT**

**A**



**EXHIBIT B**

**PRINCIPAL PERSONNEL**

Ryan Allen  
(Project Manager)

Don Byrd  
(Project Manager)

On-site personnel cannot be determined at this time.

EXHIBIT C

STATE OF INDIANA )  
 ) SS:  
COUNTY OF MARION )

AFFIDAVIT REGARDING E-VERIFY

The undersigned, being duly sworn, hereby affirms and says that:

1. The undersigned is the Operations Manager of SSI Services, LLC.  
(job title) (company name)

2. The company named herein that employs the undersigned has contracted with or is seeking to contract with the City of Bloomington to provide services.

3. The undersigned hereby states that, to the best of his/her knowledge and belief, the company named herein does not knowingly employ an "unauthorized alien," as defined at 8 United State Code 1324a(h)(3).

4. The undersigned hereby states that, to the best of his/her knowledge and belief, the company named herein is enrolled in and participates in the E-verify program.

David M. Weaver  
Signature

David M. Weaver  
Printed name

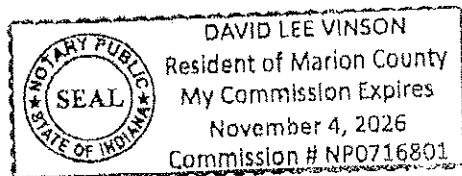
STATE OF INDIANA )  
 ) SS:  
COUNTY OF MARION )

Before me, a Notary Public in and for said County and State, personally appeared DAVID WEAVER and acknowledged the execution of the foregoing this 27<sup>th</sup> day of FEBRUARY, 2019.

My Commission Expires: 4 NOV 2026

County of Residence: MARION

David Vinson  
Notary Public  
DAVID LEE VINSON  
Name Printed



**EXHIBIT D**

**NON-COLLUSION AFFIDAVIT**

The undersigned offeror or agent, being duly sworn on oath, says that he has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be offered by any person nor to prevent any person from making an offer nor to induce anyone to refrain from making an offer and that this offer is made without reference to any other offer.

**OATH AND AFFIRMATION**

I affirm under the penalties of perjury that the foregoing facts and information are true and correct to the best of my knowledge and belief.

Dated this 27<sup>th</sup> day of February, 2019.

David M. Weaver  
Signature

David M. Weaver  
Printed name

STATE OF INDIANA            )  
  ) SS:  
COUNTY OF MARION        )

Before me, a Notary Public in and for said County and State, personally appeared DAVID  
WEAVER and acknowledged the execution of the foregoing this 27<sup>th</sup> day of  
FEBRUARY, 2019.

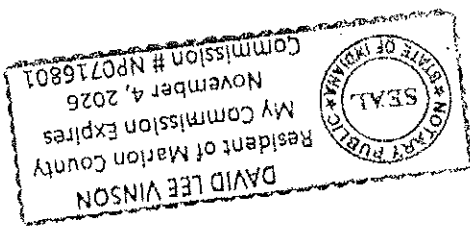
My Commission Expires: 4 NOV 2022

County of Residence: MARION

David Lee Vinson

Notary Public  
DAVID LEE VINSON

Name Printed





**MEMORANDUM**

**TO: Mayor Hamilton**  
**FROM: Mike Hicks**  
**DATE: February 26, 2019**  
**RE: Professional Services Agreement with Deckard Land Surveying, Inc.**

**Funding Source:** 2019 Wastewater Budget 010-U13121

**Total Dollar Amount of Contract:** \$10,500.00

**Expiration Date of Contract:** July 31, 2019

**Department Head Initials of Approval:**

**Due Date For Signature:** 3/4/2019, 5:00 pm

**Record Destruction Date (Legal Dept to fill in):**

**Legal Department Internal Tracking #:**

**PREVIOUSLY REVIEWED BY & RETURN SIGNED CONTRACT TO THIS ATTORNEY:** Christopher Wheeler

**ATTORNEY IS TO RETURN SIGNED CONTRACT TO THIS DEPARTMENTAL EMPLOYEE:** Holly McLaughlin

**Summary of Contract:**

Consultant shall perform a land title survey as described by the American Land Title Association (ALTA) for the property known as Winston Thomas WWTP (300 W. Gordan Pike, Bloomington, Indiana) which is approximately 75 acres. A survey drawing shall be prepared per the Minimum Standard Detail Requirements For ALTA/NSPS Land Title Surveys. Items to be included from Table A of the Minimum Standard Detail Requirements For ALTA/NSPS Land Title Surveys are 1, 3, 4, 5, 7, 8, and 11.

## AGREEMENT FOR PROFESSIONAL SERVICES

**THIS AGREEMENT** is entered into by and between the City of Bloomington Utilities Department (hereinafter referred to as "City"), and Deckard Land Surveying, LLC, a limited liability corporation duly incorporated in the State of Indiana, with its principal place of business located at 1604 S. Henderson St., Bloomington, Indiana 47401 (hereinafter referred to as "Consultant").

**WHEREAS**, the City wishes to obtain a land title survey of the property known as Winston Thomas Wastewater Treatment Plant; and

**WHEREAS**, the City requires the services of a professional surveying firm to manage and perform the services, (hereinafter referred to as the "Services");

**WHEREAS**, it is in the public interest that such Services be undertaken and performed; and

**WHEREAS**, Consultant has the experience and professional expertise and is willing and able to provide such Services to the City.

**NOW, THEREFORE**, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

1. **Effective date.** The effective date for this contract is the date last entered in the signature blocks below.
2. **Term.** This contract shall expire on the 31st day of July, 2019.
3. **Agreement Price.** The overall cost to the City for all Services provided herein by Consultant during the term of this agreement shall not exceed Ten Thousand Five Hundred Dollars and Zero One-Hundredths (\$10,500.00) Dollars. No additional work shall be performed until and unless additional funding is approved by the City and an amendment to this Agreement reached by both parties herein under the same formality as this Agreement.
4. **Scope of Services.** Consultant shall provide these Services for the City as set forth more particularly in **Exhibit "A"**, Scope of Services. Exhibit "A" is attached hereto and incorporated herein by reference as though fully set forth.

Time is of the essence and Consultant shall diligently pursue its work under this Agreement and shall complete the Services as described in **Exhibit "A"** in a timely manner. Consultant shall expeditiously perform all Services in a manner consistent with the requisite professional skills, care and orderly progress of the work.

Consultant agrees that any information or documents, including digital GIS information, supplied by the City shall be used by Consultant for this project only, and shall not be reused or reassigned for any purpose.

5. **Standard of Care.** Consultant shall be responsible for completion of the Services in a manner sufficient to meet the professional standards consistent with that of the industry. The City shall be the sole judge of the adequacy of Consultant's work in meeting such standards. However, the City shall not unreasonably withhold its approval as to the adequacy of such performance.
6. **Responsibilities of the City.** The City shall provide all necessary information regarding requirements for the Services. The City shall furnish such information as expeditiously as is necessary for the orderly progress of the work, and Consultant shall be entitled to rely upon the accuracy and completeness of such information. The City shall designate who is authorized to act on its behalf with respect to this Agreement.
7. **Payment.** Prior to receiving payment, the Service Provider shall provide a detailed billing statement in the form of an invoice describing the particular labor and services provided and the relevant rate for each service. The City shall pay said invoice within forty five (45) days of its receipt, provided that the Service Provider has successfully completed the agreed upon work to the City's satisfaction. The City shall not make payment for any unauthorized work or expenses.
8. **Appropriation of Funds.** Notwithstanding any other provision of this Agreement, if funds for the continued fulfillment of this Agreement by the City are at any time not forthcoming or are insufficient, through failure of any entity, including the Utilities Board itself, to appropriate funds or otherwise, then the Board shall have the right to terminate this Agreement without penalty as set forth below.
9. **Termination.** In the event of a party's substantial failure to perform in accordance with the terms of this Agreement, the other party shall have the right to terminate the Agreement upon written notice. The nonperforming party shall have fourteen (14) calendar days from the receipt of the termination notice to cure or to submit a plan for cure acceptable to the other party. The City may terminate or suspend performance of this Agreement at the City's prerogative at any time upon written notice to the Consultant. In that event, Consultant shall terminate or suspend performance of the Services on a schedule acceptable to the City, and the City shall pay the Consultant for all the Services performed up to the date that written notice is received, plus reasonable termination or suspension expenses. Upon termination or suspension of this Agreement, all finished or unfinished reports, drawings, collections of data and other documents generated by Consultant in connection with this Agreement shall become the property of the City, as set forth in Article 11 herein.
10. **Identity of Consultant.** Consultant acknowledges that one of the primary reasons for its selection by the City to perform the duties described in this Agreement is the qualification and experience of the principal personnel whom Consultant has represented will be responsible therefor. Consultant thus agrees that the work to be done pursuant to this Agreement shall be performed by the principal personnel described in **Exhibit "B"**, Principal Personnel, and such other personnel in the employ under contract or under the supervision of Consultant whom the City shall approve. **Exhibit "B"** is attached hereto and incorporated herein by reference as though fully set forth. The City reserves the right to reject any of the

Consultant's personnel or proposed outside professional sub-consultants, and the City reserves the right to request that acceptable replacement personnel be assigned to the project.

11. **Ownership of Documents and Intellectual Property.** All documents, drawings and specifications, including digital format files, prepared by Consultant and furnished to the City as part of the Services shall become the property of the City. Consultant shall retain its ownership rights in its design, drawing details, specifications, data bases, computer software and other proprietary property. Intellectual property developed, utilized or modified in the performance of the Services shall remain the property of the Consultant.
12. **Independent Contractor Status.** During the entire term of this Agreement, Consultant shall be an independent contractor, and in no event shall any of its personnel, agents or sub-contractors be construed to be, or represent themselves to be, employees of the City.
13. **Indemnification.** Consultant shall defend, indemnify and hold harmless the City of Bloomington, its directors, officers, agents and employees of the City from and against all claims, demands, damages, costs, expenses or other liability, including reasonable attorney's fees and defense costs, to the extent caused by the Consultant's negligent performance of Professional services under this Agreement and that of its Subconsultants or anyone for whom the Consultant is legally liable.
14. **Insurance.** During the performance of any and all Services under this Agreement, Consultant shall maintain the following insurance in full force and effect:
  - a. General Liability Insurance, with a minimum combined single limit of \$1,000,000 for each occurrence and \$2,000,000 in the aggregate.
  - b. Automobile Liability Insurance, with a minimum combined single limit of \$1,000,000 for each person and \$1,000,000 for each accident.
  - c. Professional Liability Insurance ("Errors and Omissions Insurance") with a minimum limit of \$2,000,000 annual aggregate.
  - d. Workers' Compensation Insurance in accordance with the statutory requirements of Title 22 of the Indiana Code.

All insurance policies shall be issued by an insurance company authorized to issue such insurance in the State of Indiana. The City of Bloomington, the City, and the officers, employees and agents of each shall be named as insured under the General Liability, Automobile, and Professional Liability Insurance policies, and such policies shall stipulate that the insurance will operate as primary insurance and that no other insurance affected by the City will be called upon to contribute to a loss hereunder.

Consultant shall provide evidence of each insurance policy to the City prior to the commencement of work under the Agreement. Approval of the insurance by the City shall not relieve or decrease the extent to which Consultant may be held responsible for payment of damages resulting from service or operations performed pursuant to this Agreement. If

Consultant fails or refuses to procure or maintain the insurance required by these provisions, or fails or refuses to furnish the City required proof that the insurance has been procured and is in force and paid for, City shall have the right at City's election to forthwith terminate the Agreement.

- 15. Conflict of Interest.** Consultant declares that it has no present interest, nor shall it acquire any interest, direct or indirect, which would conflict with the performance of Services required under this Agreement. The Consultant agrees that no person having any such interest shall be employed in the performance of this Agreement.
- 16. Waiver.** No failure of either party to enforce a term of this Agreement against the other shall be construed as a waiver of that term, nor shall it in any way affect the party's right to enforce that term. No waiver by any party of any term of this Agreement shall be considered to be a waiver of any other term or breach thereof.
- 17. Severability.** The invalidity, illegality or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of the Agreement shall be construed and enforced as if it did not contain the particular provision to be held void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.
- 18. Assignment.** Neither the City nor the Consultant shall assign any rights or duties under this Agreement without the prior written consent of the other party; provided, however, Consultant may assign its rights to payment without the City's consent. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this Agreement.
- 19. Third Party Rights.** Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the City and the Consultant.
- 20. Governing Law and Venue.** This Agreement shall be governed by the laws of the State of Indiana. Venue of any disputes arising under this Agreement shall be in Monroe County, Indiana.
- 21. Non-Discrimination.** Consultant shall comply with City of Bloomington Ordinance 2.21.020 and all other federal, state and local laws and regulations governing non-discrimination in employment.
- 22. Verification of New Employees' Immigration Status.** Contractor is required to enroll in and verify the work eligibility status of all newly-hired employees through the E-Verify program. (This is not required if the E-Verify program no longer exists). Contractor shall sign an affidavit, attached as **Exhibit "C"**, affirming that Contractor does not knowingly employ



an unauthorized alien. "Unauthorized alien" is defined at 8 U.S. Code 1324a(h)(3) as a person who is not a U.S. citizen or U.S. national and is not lawfully admitted for permanent residence or authorized to work in the U.S. under 8 U.S. Code chapter 12 or by the U.S. Attorney General.

Contractor and any subcontractors may not knowingly employ or contract with an unauthorized alien, or retain an employee or contract with a person that the contractor or subcontractor subsequently learns is an unauthorized alien. If the City obtains information that the Contractor or subcontractor employs or retains an employee who is an unauthorized alien, the City shall notify the Contractor or subcontractor of the contract violation and require that the violation be remedied within 30 days of the date of notice. If the Contractor or subcontractor verified the work eligibility status of the employee in question through the E-Verify program, there is a rebuttable presumption that the Contractor or subcontractor did not knowingly employ an unauthorized alien. If the Contractor or subcontractor fails to remedy the violation within the 30 day period, the City shall terminate the contract, unless the Board or department that entered into the contract determines that terminating the contract would be detrimental to the public interest or public property, in which case the City may allow the contract to remain in effect until the City procures a new contractor. If the City terminates the contract, the Contractor or subcontractor is liable to the City for actual damages.

Contractor shall require any subcontractors performing work under this contract to certify to the Contractor that, at the time of certification, the subcontractor does not knowingly employ or contract with an unauthorized alien and the subcontractor has enrolled in and is participating in the E-Verify program. Contractor shall maintain on file all subcontractors' certifications throughout the term of the contract with the City.

23. **Non-Collusion.** Service Provider is required to certify that it has not, nor has any other member, representative, or agent of Service Provider, entered into any collusion by agreement or otherwise with any person relative to the price to be offered by any person nor prevented any person from making an offer nor induced anyone to refrain from making an offer and that this offer is made without reference to any other offer. Service Provider shall swear under oath, via signed affidavit, attached as **Exhibit "D"** and by this reference incorporated herein, that Service Provider has not engaged in any collusive conduct.
24. **Compliance with Laws.** In performing the Services under this Agreement, Consultant shall comply with any and all applicable federal, state and local statutes, ordinances, plans and regulations, including any and all regulations for protection of the environment. When appropriate, Consultant shall advise City of any and all applicable regulations and approvals required by the Federal Environmental Management Agency (FEMA). Where such statutes, ordinances, plans or regulations of any public authority having any jurisdiction on the project are in conflict, Consultant shall proceed using its best judgment only after attempting to resolve any such conflict between such governmental agencies, and shall notify the City in a timely manner of the conflict, attempts of resolution, and planned course of action.
25. **Notices.** Any notice required by this Agreement shall be made in writing to the addresses specified below:

City: City of Bloomington Utilities  
P.O. Box 1216, Bloomington, IN 47402

Consultant: Deckard Land Surveying, LLC  
1604 S. Henderson St., Bloomington, Indiana 47401

Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of the City and the Consultant.

**26. Intent to be Bound.** The City and the Consultant each bind itself and its successors, executors, administrators, permitted assigns, legal representatives and, in the case of a partnership, its partners to the other party to this Agreement, and to the successors, executors, administrators, permitted assigns, legal representatives and partners of such other party in respect to all provisions of this Agreement.

**27. Integration and Modification.** This Agreement, including all exhibits incorporated by reference, represents the entire and integrated agreement between the City and the Consultant. It supersedes all prior and contemporaneous communications, representations and agreements, whether oral or written, relating to the subject matter of this Agreement. This Agreement may be modified only by a written amendment signed by both parties hereto.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed the day and year first written above.

**CITY OF BLOOMINGTON:**

By: \_\_\_\_\_  
Julie Roberts, President Dated  
Utilities Service Board

Attest: \_\_\_\_\_  
Vic Kelson, Utilities Director Dated  
Utilities

\_\_\_\_\_  
John Hamilton, Mayor Dated  
City of Bloomington

**DECKARD LAND SURVEYING, LLC:**

By: \_\_\_\_\_ Dated  
\_\_\_\_\_  
Title

Attest: \_\_\_\_\_ Dated  
\_\_\_\_\_  
Title

## **EXHIBIT A**

### **SCOPE OF SERVICES**

Consultant shall perform a land title survey as described by the American Land Title Association (ALTA) for the property known as Winston Thomas WWTP (300 W. Gordan Pike, Bloomington, Indiana) which is approximately 75 acres. A survey drawing shall be prepared per the Minimum Standard Detail Requirements For ALTA/NSPS Land Title Surveys. Items to be included from Table A of the Minimum Standard Detail Requirements For ALTA/NSPS Land Title Surveys are 1, 3, 4, 5, 7, 8, and 11.

**EXHIBIT B**

**PRINCIPAL PERSONNEL**

Eric Deckard, LS

Andrew Wilken, LS

Zachary Waggoner

Chandler Harden

**EXHIBIT C**

STATE OF INDIANA )  
 ) SS:  
COUNTY OF \_\_\_\_\_)

**AFFIDAVIT REGARDING E-VERIFY**

The undersigned, being duly sworn, hereby affirms and says that:

1. The undersigned is the \_\_\_\_\_ of \_\_\_\_\_.  
(job title) (company name)
2. The company named herein that employs the undersigned has contracted with or is seeking to contract with the City of Bloomington to provide services.
3. The undersigned hereby states that, to the best of his/her knowledge and belief, the company named herein does not knowingly employ an "unauthorized alien," as defined at 8 United State Code 1324a(h)(3).
4. The undersigned hereby states that, to the best of his/her knowledge and belief, the company named herein is enrolled in and participates in the E-verify program.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed name

STATE OF INDIANA )  
 ) SS:  
COUNTY OF \_\_\_\_\_)

Before me, a Notary Public in and for said County and State, personally appeared \_\_\_\_\_  
\_\_\_\_\_ and acknowledged the execution of the foregoing this \_\_\_\_\_ day of  
\_\_\_\_\_, 2019.

My Commission Expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

County of Residence: \_\_\_\_\_

\_\_\_\_\_  
Name Printed

**EXHIBIT D**

**NON-COLLUSION AFFIDAVIT**

The undersigned offeror or agent, being duly sworn on oath, says that he has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be offered by any person nor to prevent any person from making an offer nor to induce anyone to refrain from making an offer and that this offer is made without reference to any other offer.

**OATH AND AFFIRMATION**

I affirm under the penalties of perjury that the foregoing facts and information are true and correct to the best of my knowledge and belief.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed name

STATE OF INDIANA        )  
  ) SS:  
COUNTY OF \_\_\_\_\_)

Before me, a Notary Public in and for said County and State, personally appeared \_\_\_\_\_  
\_\_\_\_\_ and acknowledged the execution of the foregoing this \_\_\_\_\_ day of \_\_\_\_\_,  
\_\_\_\_\_, 2019.

My Commission Expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

County of Residence: \_\_\_\_\_

\_\_\_\_\_  
Name Printed



MEMORANDUM

**TO:** Controller, Mayor Hamilton, USB  
**FROM:** Laura Pettit  
**DATE:** February 28, 2019  
**RE:** Request for Approval for the Agreement for Purchase of Hardware and Software for the Advanced Metering Infrastructure (AMI) Project from Everett J. Prescott, Inc.

**Funding Source:** First Internet Bank

**Total Dollar Amount of Contract:** \$6,765,551.00

**Expiration Date of Contract:** 2014

**Department Head Initials of Approval:**

**Due Date For Signature:** March 4, 2019

**Record Destruction Date (Legal Dept to fill in):** 2024

**Legal Department Internal Tracking # (Legal Dept to fill in):** 19-037

**PREVIOUSLY REVIEWED BY & RETURN SIGNED CONTRACT TO THIS ATTORNEY:**

Christopher J. Wheeler

**ATTORNEY IS TO RETURN SIGNED CONTRACT TO THIS DEPARTMENTAL EMPLOYEE:**

Laura Pettit

**Summary of Contract:**

Everett J. Prescott, Inc. is an authorized distributor of Sensus smart metering equipment and shall provide meter hardware for the Advanced Metering Initiative (AMI) project as well as Sensus software for the FlexNet network.

**AGREEMENT  
WITH  
EVERETT J. PRESCOTT, INC.  
FOR  
SENSUS SMART METERS, SOFTWARE AND SUPPORT**

**THIS AGREEMENT**, is executed by and between the City of Bloomington, Indiana, Utilities Department through the Utilities Service Board (hereinafter referred to as the "CITY"), and Everett J. Prescott, Inc., a foreign for-profit corporation duly incorporated in the State of Maine with office locations throughout the State of Indiana, (hereinafter referred to as the "CONTRACTOR").

**WHEREAS**, CITY desires to purchase Sensus brand smart water meters and software as part of the Advanced Metering Infrastructure Project (hereinafter referred to as the "Project") as outlined more specifically herein; and

**WHEREAS**, CONTRACTOR is an authorized distributor of Sensus brand smart metering products including smart water meters and software, and is willing and able to provide the requested goods and services; and

**WHEREAS**, it is in the public interest that such services be undertaken and performed.

**NOW, THEREFORE**, in consideration of the mutual promises hereinafter enumerated, the parties agree as follows:

**ARTICLE 1. EFFECTIVE DATE AND TERM**

**1.1 Effective Date.** The effective date of this Agreement shall be the date last entered in the signature blocks below.

**1.2 Term.** The term of this Agreement is for five years commencing on the effective date.

**ARTICLE 2. SERVICES**

**2.1 Scope of Services.** CONTRACTOR shall diligently and in a timely manner provide the goods and services as outlined in the quotes and scope of services which are collectively attached hereto, marked as **Exhibit "A"** and by this reference incorporated herein (hereinafter collectively referred to as "Services").

**2.2** CONTRACTOR agrees that no charges or claims for damages shall be made by him for any delays or hindrances, from any cause whatsoever during the progress of any portion of the services specified in the Agreement, unless caused by City. Such delays or hindrances, if any, may be compensated for by an extension of time for a reasonable period as may be mutually agreed upon between the parties, it being understood, however, that permitting CONTRACTOR to proceed to complete any service, or any part of the services / project, after the date to which the time of completion may have been extended, shall in no way operate as a waiver on the part of



CITY of any of its rights herein, excepting delays caused by City, including failure to pay sums due hereunder.

**2.3** CONTRACTOR is an authorized distributor for Sensus USA, Inc., which is the manufacturer of the smart meters and software that will be installed as part of the overall Project herein and, as a result, this contract operates in conjunction with the following documentation which is attached hereto, marked as **Exhibit "B"** and by this reference incorporated herein:

- a. Software as a Service Agreement
- b. G-500 R22 Sensus Limited Warranty
- c. G-500 R21 Sensus Limited Warranty

### **ARTICLE 3. COMPENSATION**

**3.1** The overall cost to the CITY for all Services provided herein by CONTRACTOR during the term of this agreement shall not exceed SIX MILLION SEVEN HUNDRED AND SIXTY-FIVE THOUSAND FIVE HUNDRED AND FIFTY-ONE AND ZERO/ONE-HUNDREDTHS (\$6,765,551.00) Dollars. Upon the submittal by CONTRACTOR of approved invoices, CITY shall pay said invoices net 45 days. CITY may withhold payment, in whole or in part, to the extent necessary to protect itself from a loss on account of any of the following:

- Defective work.
- Evidence indicating the filing of claims by other parties against CONTRACTOR which may reasonable adversely affect CITY.
- Failure of CONTRACTOR to make payments due to subcontractors, material suppliers or employees.
- Damage to CITY or a third party to the extent caused by Contractor or person's claiming rights by or through Contractor or its subcontractors or agents.

**3.2** The submission of any request for payment shall be deemed a waiver and release by CONTRACTOR of all liens and claims with respect to the work and period to which such payment request pertains except as specifically reserved and noted on such request.

**3.3** CONTRACTOR shall maintain proper account records for the scope of all services of this Agreement and provide an accounting for all charges and expenditures as may be necessary for audit purposes. All such records shall be subject to inspection and examination by CITY's representatives at reasonable business hours.

**3.4** **Utilities Engineer** The Assistant Director-Engineer for the City of Bloomington Utilities Department, or his designee, shall act as the CITY's representative and assume all duties and responsibilities and have all the rights and authority assigned to the Engineer in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

### **ARTICLE 4. RETAINAGE**

For contracts in excess of \$100,000 and for which Contractor requested Progressive Payments on its Bid Form, the City requires that retainage be held set out below.

**4.1 Escrow Agent** The retainage amount withheld shall be placed in an escrow account. First Financial Bank, Bloomington, Indiana, shall serve as the escrow agent.

**4.2 Retainage Amount** The escrow agent, Owner and Contractor shall enter into a written escrow agreement. Under that agreement, the Owner shall withhold five percent (5%) of the dollar value of all work satisfactorily completed until the Contract work is one hundred percent (100%) completed and approved by the Owner. The escrow agent shall invest all escrowed principal in obligations selected by the escrow agent. The escrow agent shall be compensated for the agent's services by a reasonable fee, agreed upon by the parties, that is comparable with fees charged for the handling of escrow accounts of similar size and duration, as provided in the Escrow Agreement. The fee, to the extent applicable shall be paid from the escrow income. The escrow agent's fee, if applicable, may be determined by specifying an amount of interest the escrow agent will pay on the escrowed amount, with any additional earned interest serving as the escrow agent's fee. The escrow agreement may include other terms and conditions as deemed necessary by the parties. However, if Contractor intends to receive a Single Lump Sum payment upon acceptance of this project, retainage will not be required, and an Escrow Agreement will not be required.

**4.3 Payment of Escrow Amount** The escrow agent shall hold the escrowed principal and income until receipt of the notice from the Owner and Contractor that the Contract work has been substantially completed to the reasonable satisfaction of the Owner, at which time the Owner shall pay to the Contractor the balance to be paid under this Contract and execute such documents as are necessary to authorize the escrow agent to pay to the Contractor the funds in the escrow account, including both specifying the part of the escrowed principal to be released from the escrow and the person to whom that portion is to be released. After receipt of the notice, the escrow agent shall remit the designated part of the escrowed principal and the escrowed income, minus the escrow agent's fees, to the person specified in the notice. However, nothing in this section shall prohibit Owner from requiring the escrow agent to withhold amounts necessary to complete minor items of the Contract, following substantial completion of the Contract in accordance with the provisions of paragraph 4.4.

**4.4 Withholding Funds for Completion of Contract** If, upon substantial completion of the Contract, there still remains minor Contract work that needs to be completed, or minor Contract work that needs to be performed to the reasonable satisfaction of the Owner, Owner may direct the escrow agent to retain in the escrow account, and withhold from payment to the Contractor, an amount equal to two hundred percent (200%) of the reasonable value of said work. The value of said work shall be reasonably determined by the architect/engineer. The escrow agent shall release the funds withheld under this section after receipt of notice from the Owner that all work on the Contract has been satisfactorily completed. In the event that said work is not completed by the Contractor, but by Owner or another party under contract with the owner, after first providing notice to Contractor of not less than thirty (30) days of written notice to correct any such defect, and failure by Contractor to complete such work required by this Agreement, said funds shall be released to the Owner.

## **ARTICLE 5. GENERAL PROVISIONS**

**5.1 Indemnification and hold harmless.** CONTRACTOR agrees to indemnify and hold harmless CITY and its officers, agents, officials and employees for any and all claims, actions, causes of action, judgments and liens arising out of and to the extent of any negligent act or omission by CONTRACTOR or any of its officers, agents, officials, employees, or subcontractors or any defect in materials or workmanship of any supply, materials, mechanism or other product or service which it or any of its officers, agents, officials, employees, or subcontractors has supplied to CITY or has used in connection with this Agreement only to the extent it is caused in part by a party indemnified herein under. Such indemnity shall include reasonable attorney's fees and all costs and other expenses arising therefrom and reasonably incurred in connection therewith.

**5.2 Abandonment, Default and Termination.**

- (a) If CONTRACTOR breaches this Agreement or fails to fulfill in a timely and proper manner the obligations pursuant to this Agreement, CITY may, after thirty (30) days' written notice delivered to CONTRACTOR, and without prejudice to any other remedy it may have, terminate this Agreement.
- (b) If CONTRACTOR breaches this Agreement or fails to perform the work in an acceptable manner as required by this Agreement, CONTRACTOR shall be considered in default. Any one or more of the following will be considered a default:
- Failure to begin the work under this Agreement within the time specified.
  - Failure to perform the work with sufficient supervision, workmen, equipment and materials to insure prompt completion of said work within the time limits allowed.
  - Unsuitable performance of the work as reasonably determined by the CITY.
  - Discontinuing the prosecution of the work or any part of it, except if caused by a failure by the City to perform its obligation under this Agreement.
  - If, for any other reason, CONTRACTOR breaches this Agreement or fails to carry on the work in a manner reasonably acceptable to the CITY and in non-compliance with the terms of this Agreement.
- (c) Notwithstanding any other provision of this Agreement, if funds for the continued fulfillment of the Agreement by CITY are at any time not forthcoming or are insufficient, through failure of any entity to appropriate the funds or otherwise, then CITY shall have the right to terminate this Agreement without penalty by giving prior written notice documenting the lack of funding in which instance, unless otherwise agreed to by the parties, this Agreement shall terminate and become null and void, in such event the City shall remain obligated for all amount due Contractor prior to such terminations and in all events the loss and damage incurred by Contractor caused by such termination including Contractors reasonable attorney's fees and costs.
- (g) CITY agrees that it will make its best effort to obtain sufficient funds, including but not limited to, including in its budget for each fiscal period during the term hereof a request for sufficient funds to meet its obligations hereunder in full.

**5.3 Independent Contractor Status.** Both parties agree that, for the purpose of this Agreement, CONTRACTOR, and any and all subcontractors, shall be an Independent Contractor and not an employee of CITY.

**5.4 Successors and Assigns.** No portion of this Agreement shall be sublet, assigned, transferred or otherwise disposed of by CONTRACTOR except with the written consent of CITY being first obtained. Consent to sublet, assign, transfer, or otherwise dispose of any portion of this Agreement shall not be construed to relieve CONTRACTOR of any responsibility of the fulfillment of this Agreement.

**5.5 Extent of Agreement.** This Agreement, along with all attached Exhibits, is the entire Agreement by and between the parties.

**5.6 Insurance**

(a.) CONTRACTOR shall, as a prerequisite to this Agreement, purchase and thereafter maintain such insurance as will protect him from the claims set forth below which may arise out of or result from CONTRACTOR'S operations under this Agreement, whether such operations be by CONTRACTOR or by any SUBCONTRACTORS or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

<u>Coverage</u>	<u>Limits</u>
A. Worker's Compensation & Disability	Statutory Requirements
B. Employer's Liability Bodily Injury by Accident	\$100,000 each accident
Bodily Injury by Disease	\$500,000 policy limit
Bodily Injury by Disease	\$100,000 each employee
C. Commercial General Liability (Occurrence Basis) Bodily Injury, personal injury, property damage, contractual liability, products-completed operations, General Aggregate Limit (other than Products/Completed Operations)	\$1,000,000 per occurrence and \$2,000,000 in the aggregate
Products/Completed Operation	\$1,000,000
Personal & Advertising Injury Limit	\$1,000,000
Each Occurrence Limit	\$1,000,000
Fire Damage (any one fire)	\$50,000

D. Comprehensive Auto Liability (single limit, \$1,000,000 each accident owned, hired and non-owned)

Bodily injury and property damage

E. Umbrella Excess Liability \$5,000,000 each  
occurrence and aggregate

The Deductible on the Umbrella Liability shall  
not be more than \$10,000

(b.) CONTRACTOR'S comprehensive general liability insurance shall also provide coverage for the following:

- Premises and operations;
- Contractual liability insurance as applicable to any hold-harmless agreements;
- Completed operations and products; which also must be maintained for a minimum period of two (2) years after final payment and CONTRACTOR shall continue to provide evidence of such coverage to CITY on an annual basis during the aforementioned period;
- Broad form property damage - including completed operations;
- Fellow employee claims under Personal Injury; and
- Independent Contractors.

(c.) With the prior written approval of CITY, CONTRACTOR may substitute different types or amounts of coverage for those specified, as long as the total amount of required protection is not reduced.

(d.) Certificates of Insurance showing such coverage then in force (but not less than the amount shown above or approved by the City) shall be on file with CITY prior to commencement of work. These Certificates shall contain a provision that coverage afforded under the policies will not be canceled or non-renewed until at least thirty 30 days' prior written notice has been received by CITY. The CITY shall be named as an additional insured on the Commercial General Liability, Automobile Liability, and Umbrella Excess Liability policies. The CONTRACTOR shall agree to a waiver of subrogation on its Worker's Compensation policy

**5.7 Applicable Laws.** CONTRACTOR agrees to comply with all federal, state, and local laws, rules and regulations applicable to CONTRACTOR in performing work pursuant to this Agreement, including, but not limited to, discrimination in employment, prevailing wage laws, conflicts of interest, public notice, accounting records and requirements. This Agreement shall be governed by the laws of the United States, and the State of Indiana, and by all Municipal Ordinances and Codes of the City of Bloomington. Venue of any disputes arising under this Agreement shall be in the Monroe Circuit Court, Monroe County, Indiana.

**5.8 Non-Discrimination.**

- (a) CONTRACTOR AND ALL SUBCONTRACTORS shall not discriminate against any employee or applicant for employment, to be employed in the performance of this Agreement, with respect to hire, tenure, terms, training, conditions or privileges of employment, because of race, sex, color, religion, national origin, ancestry, disability, sexual orientation, gender identity, veteran status, or housing status. Breach of this covenant may be regarded as a material breach of the Agreement.
- (b) CONTRACTOR certifies for itself and all its subcontractor's compliance with existing laws of the City of Bloomington, the State of Indiana and the United States regarding:

Prohibition of discrimination in employment practices on the basis of race, sex, color, religion, national origin, ancestry, disability, sexual orientation, gender identity, veteran status, housing status, or any other legally protected classification;

The utilization of Minority and Women Business Enterprises. CONTRACTOR further certifies that it:

- (i) Has formulated its own Affirmation Action plan for the recruitment, training and employment of minorities and women, including goals and timetable; which has been approved by the City's Contract Compliance Officer.
  - (ii) Encourages the use of small business, minority-owned business and women-owned business in its operations.
- (c) FURTHER, PURSUANT TO INDIANA CODE 5-16-6-1, CONTRACTOR AGREES:
    - (i) That in the hiring of employees for the performance of work under this Agreement or any sub agreement hereunder, no contractor, or subcontractor, nor any person acting on behalf of such CONTRACTOR or subcontractor, shall by reason of race, sex, color, religion, national origin, ancestry, or any other legally protected classification, discriminate against any citizen of the State of Indiana who is qualified and available to perform the work to which the employment relates.
    - (ii) That no contractor, subcontractor, or any person on their behalf, shall, in any manner, discriminate against or intimidate any employee hired for performance of work under this Agreement on account of race, religion, color, sex, national origin, ancestry, or any other legally protected classification.
    - (iii) That there may be deducted from the amount payable to CONTRACTOR, by CITY, under this Agreement, penalty of Five Dollars (\$5.00) for each person for each calendar working day during which such person was discriminated against or determined to be intimidated in violation of the provisions of this Agreement. Any such person discriminated against

retains the right to file a discrimination complaint with the appropriate civil rights agency or court.

- (iv) That this Agreement may be canceled or terminated by CITY and all money due or to become hereunder may be forfeited, for a second or any subsequent violations of the terms or conditions under this section of the Agreement.

**5.9 Safety.** CONTRACTOR shall be responsible for the safety of employees at all times and shall provide all equipment necessary to insure their safety. CONTRACTOR shall ensure the enforcement of all applicable safety rules, regulations, ordinances and laws, whether federal, state or local. Contractor's Superintendent of Safety shall make daily inspections upon the arrival and leaving of the site at the close of each workday.

**5.10 Amendments/Changes.** This Agreement may be amended only by written instrument signed by both CITY and CONTRACTOR.

**5.11 Written Notice.** Written notice shall be considered as served when delivered in person or sent by mail to the individual, firm, or corporation, or to the last business address of such known to CONTRACTOR who serves the Notice. Notice shall be sent as follows:

<b>TO CITY:</b>	<b>TO CONTRACTOR:</b>
City of Bloomington, Utilities	Everett J. Prescott, Inc.
Attn: Brad Schroeder	JEFF BRICKER
600 E. Miller Dr.	8309 W WASHINGTON ST
Bloomington, IN 47401	INDPLS, IN 46231
812-349-3653	317-247-0005
<a href="mailto:schroedb@bloomington.in.gov">schroedb@bloomington.in.gov</a>	JEFF.BRICKER@ESPRESOTT.COM

**5.12 Severability and Waiver.** In the event that any clause or provision of this Agreement is held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not affect any other provision of this Agreement. Failure of either party to insist on strict compliance with any provision of this Agreement shall not constitute waiver of that party's right to demand later compliance with the same or other provisions of this Agreement.

**5.13 Verification of Employees' Immigration Status.** Contractor is required to enroll in and verify the work eligibility status of all newly-hired employees through the E-Verify program. (This is not required if the E-Verify program no longer exists). Contractor shall sign an affidavit, attached as **Exhibit "C"**, affirming that Contractor does not knowingly employ an unauthorized alien. "Unauthorized alien" is defined at 8 U.S. Code 1324a(h)(3) as a person who is not a U.S. citizen or U.S. national and is not lawfully admitted for permanent residence or authorized to work in the U.S. under 8 U.S. Code Chapter 12 or by the U.S. Attorney General.

Contractor and any of its subcontractors may not knowingly employ or contract with an unauthorized alien, or retain an employee or contract with a person that the Contractor or any of

its subcontractors learns is an unauthorized alien. If the City obtains information that the Contractor or any of its subcontractors employs or retains an employee who is an unauthorized alien, the City shall notify the Contractor or its subcontractors of the Agreement violation and require that the violation be remedied within thirty (30) calendar days of the date of notice. If the Contractor or any of its subcontractors verify the work eligibility status of the employee in question through the E-Verify program, there is a rebuttable presumption that the Contractor or its subcontractor did not knowingly employ an unauthorized alien. If the Contractor or its subcontractor fails to remedy the violation within the thirty (30) calendar day period, the City shall terminate the Agreement, unless the City determines that terminating the Agreement would be detrimental to the public interest or public property, in which case the City may allow the Agreement to remain in effect until the City procures a new contractor. If the City terminates the Agreement, the Contractor or its subcontractor is liable to the City for actual damages.

Contractor shall require any subcontractors performing work under this Agreement to certify to the Contractor that, at the time of certification, the subcontractor does not knowingly employ or contract with an unauthorized alien and the subcontractor has enrolled in and is participating in the E-Verify program. Contractor shall maintain on file all subcontractors' certifications throughout the term of this Agreement with the City.

#### **5.14 Non-Collusion.**

Contractor certifies that it has not, nor has any other member, representative, or agent of Service Provider, entered into any combination, collusion or agreement with any person relative to the price to be offered by any person nor prevented any person from making an offer nor induced anyone to refrain from making an offer and that this offer is made without reference to any other offer. Service Provider shall swear under oath, via signed affidavit, attached as **Exhibit "D"** and by this reference incorporated herein, that Service Provider has not engaged in any collusive conduct.

#### **5.15 Drug Testing Plan.**

In accordance with Indiana Code 4-13-18 as amended, the CONTRACTOR was required to submit with his/her bid a written drug testing policy for a public works project that is estimated to cost \$150,000 or more. Among other things, the law sets forth specific requirements that must be in the plan for a program to test the employees of the CONTRACTOR and Subcontractors for drugs. The successful CONTRACTOR must comply with all provisions of the statute. This contract is subject to cancellation if CONTRACTOR fails to implement its testing program during the term of this contract, fails to provide information regarding this testing at the request of CITY; or provides false information to CITY regarding CONTRACTOR's employee drug testing program. CONTRACTOR shall sign an affidavit, attached as **Exhibit "E"**, affirming that CONTRACTOR has and shall implement CONTRACTOR'S employee drug testing program throughout the term of this project.

**5.16 Authority to Bind.** Each party hereby represents and warrants to the other, in respect of itself, that it has the requisite authority and capacity to enter into and be bound by this Agreement and to fulfill its obligations to the other party on the terms and conditions set forth in this Agreement.



5.17. Force Majeure. CONTRACTOR Shall not be held liable for failure of or delay in performing its obligations under this Agreement if such failure or delay is the result of an act of God, such as earthquake, hurricane, tornado, flooding, or other natural disaster, or in the case of war, action of foreign enemies, terrorist activities, labor dispute or strike, government sanction, blockage, embargo, or failure of electrical service. The non-performing party must make every reasonable attempt to minimize delay of performance. In the event *force majeure* continues longer than 120 days, either party may terminate the Agreement, repaying the full amount of the deposit within 10 days of termination notice.

IN WITNESS WHEREOF, the parties to this Agreement have set their hands on the date so indicated below.

**CITY OF BLOOMINGTON:**  
**BY:**

**EVERETT J. PRESCOTT, INC.:**  
**BY:**

\_\_\_\_\_  
 Julie Roberts, President                             **Dated**  
 Utilities Service Board

\_\_\_\_\_  
*Jeff Bricker*   2-27-19  
 Signature   **Dated**

\_\_\_\_\_  
 Vic Kelson, Director                                 **Dated**  
 City of Bloomington Utilities

\_\_\_\_\_  
 Jeff BRICKER  
 Printed

\_\_\_\_\_  
 John Hamilton, Mayor                                 **Dated**  
 City of Bloomington

\_\_\_\_\_  
 Division MANAGER  
 Title



**AFFIRMATIVE ACTION/EQUAL EMPLOYMENT OPPORTUNITY**

Every employee of Everett J. Prescott, Inc. will be treated on an equal basis with all other employees, without regard to race, creed, color, national origin, ancestry, religion, age, physical or mental disability, sex, sexual orientation, including gender identity and expression, or veteran status.

This policy applies to every aspect of work, which includes promotion, demotion, transfer, recruitment of others, lay-off, or other terminations, recall from lay-off, rates of pay, selections for training and other benefits.

The Company's AAP includes outreach and positive recruitment efforts expected to increase participation of women, minorities, veterans and individuals with disabilities. Our intent is to follow certain steps listed here:

1. Announce openings via State Job Banks
2. Provide information via schools, colleges and/or newspapers
3. Participate in workshops to familiarize schools and communities of opportunities
4. Circulate internal communication to alert employees of opportunities
5. Seek other appropriate action to assure that recruitment, selection, employment and training will be without discrimination because of race, color, religion, national origin, or gender.

It is the intent, practice and policy of our companies to comply with all applicable federal, state and local labor laws.

In conjunction with this policy, the Company is committed to complying fully with the Americans with Disabilities Act (ADA) and ensuring equal opportunity in employment for qualified persons with disabilities. All employment practices and activities are conducted on a non-discriminatory basis.

The Company's support of equal employment opportunity includes the recognition that harassment of employees because of race, sex, national origin, age or any other reason will not be tolerated. The Company has an aggressive policy in place which provides a means of addressing complaints of harassment from employees, should they occur.

Employees are encouraged to bring suggestions or questions relative to Affirmative Action/Equal Employment Opportunity to the attention of management.

The Company's designated Affirmative Action/Equal Employment Opportunity Officer is:

Michael D. Brown  
 Director Human Resources  
 Home Office  
 PO Box 600  
 Gardiner, ME 04345



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
02/26/2019

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.**

**IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).**

<b>PRODUCER</b> Cross Insurance - Augusta 116 Community Drive  Augusta ME 04330	<b>CONTACT NAME:</b> Carla Jenney CIC CISR CRIS <b>PHONE (A/C, No, Ext):</b> (207) 623-4791 311 <b>E-MAIL ADDRESS:</b> cjenney@crossagency.com <b>FAX (A/C, No):</b> (207) 623-1248
<b>INSURED</b> Everett J Prescott, Inc PEP Transportation PO Box 600 Gardiner ME 04345	<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A: Zurich-American Ins Co NAIC # 16535 INSURER B: Maine Chamber of Commerce & Industry Group 8334109 INSURER C: Dirigo Reinsurance Workers Compensation N/A INSURER D: Allied World Specialty 16624 INSURER E: INSURER F:

**COVERAGES** CERTIFICATE NUMBER: CL18122172933 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		CPO028962601	12/31/2018	12/31/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY	Y		BAP028963001	12/31/2018	12/31/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Medical payments \$ 5,000
D	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	Y		0308-0720	12/31/2018	12/31/2019	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WCO28962401	12/31/2018	12/31/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
B	Maine Workers Comp			WCMCGT2019626	01/01/2019	01/01/2020	EL-Ea Acc/EL Disease 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

COMPANY C-Excess WC #DIRIGO2019 01/01/2019 01/01/2020 - Excess of EMPL LIAB-INCLUDED

The City of Bloomington is named as Additional Insured as respects to General Liability, Automobile Liability and Umbrella Liability per the written contract requirement. 30 day written notice of cancellation applies except for non-payment which is 10 days per ME State Law.

<b>CERTIFICATE HOLDER</b> City of Bloomington, Utilities 600 E Miller Dr  Bloomington IN 47401	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE <i>Carla A Jenney</i>
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## Statement of Work

### 1. Purchasing and Fulfillment

#### A. Everett J. Prescott, Inc. Acceptance and Verification of Orders

- The City of Bloomington Utilities will purchase all Sensus meters from Everett J. Prescott, Inc. in the amount not to exceed **\$6,360,098**.
- Everett J. Prescott, Inc. shall receive, acknowledge, and fulfill City of Bloomington Utilities' orders. Orders will be for the water meters, smartpionts, RNI hosting, and software.
- Everett J. Prescott, Inc. shall fulfill the orders to arrive via surface shipment within current lead times. Sensus and City of Bloomington Utilities shall work together to accommodate changes in the deployment plan.

#### B. City of Bloomington Utilities Order Placement

- City of Bloomington Utilities shall place firm purchase orders for products, licenses, and installation for all phases of the project.
- The City of Bloomington Utilities shall place firm purchase orders with 30 calendar day lead time with the anticipation of a 2,000 monthly meter order.
- City of Bloomington Utilities will give EJ Prescott 60 days lead time for delivery of large meters (3" and larger).

### 2. Regional Network Interface (RNI) Installation

#### A. Everett J. Prescott, Inc. Responsibilities

- Everett J. Prescott, Inc. will be held responsible for providing all software for the base station's FlexNet network and meter software: software for RNI, Billing Integration, SA, and Customer Portals as detailed in attached Software Quote, as well as setup of the software, data validation, and training on software for CBU personnel. Installation and training on software listed above shall begin after installation of base stations and coincide with the beginning hardware deliveries. The date is estimated to be April 1, 2019.
- Regional Network Interface (RNI) Installation
  - Everett J. Prescott, Inc./Sensus shall install and configure the Regional Network Interface (RNI) at the Sensus data center as described in Exhibit B- Software as a Service.
  - Everett J. Prescott, Inc./Sensus shall procure all RNI server hardware, software, and third-party software licenses required for RNI installation and operation.
  - Everett J. Prescott, Inc./Sensus shall provide a URL for City of Bloomington to log in to the FlexNet RNI.

#### B. City of Bloomington Responsibilities

- City of Bloomington Utilities shall pay all fees associated with Exhibit B- Software as a Service. For setup and training the price shall not exceed **\$99,061**.

- CBU will purchase Annual Support for each of the modules listed above and detailed on the Support Fees Quote from EJ Prescott annually for years 2-5. This includes support desk phone in calls on all parts of the system, not just software. Pricing for specific modules is outlined below.
  - Year 2 Annual Support Fees not to exceed- **\$73,235.50**
    - RNI Annual Support Fee- \$36,256.00
    - SA Annual Support Fee- \$30,542.00
    - Customer Portal Support Fee- \$6,437.50
  - Year 3 Annual Support Fees not to exceed- **\$75,433.00**
    - RNI Annual Support Fee- \$37,343.00
    - SA Annual Support Fee- \$31,460.00
    - Customer Portal Support Fee- \$6,630.00
  - Year 4 Annual Support Fees not to exceed **\$77,696.55**
    - RNI Annual Support Fee- \$38,436.00
    - SA Annual Support Fee- \$32,404.00
    - Customer Portal Support Fee- \$6,829.55
  - Year 5 Annual Support Fees not to exceed- **\$80,027.00**
    - RNI Annual Support Fee- \$39,618.00
    - SA Annual Support Fee- \$33,375.00
    - Customer Portal Support Fee- \$7,034.00

### 3. Training of City of Bloomington Utilities Staff

This section describes responsibilities associated with training City of Bloomington Utilities Staff and contractors.

Everett J. Prescott will contract with Sensus to deliver a progressive learning approach to educate its FlexNet customers through system implementation and initial deployment. Its purpose is not only to help the current customer staff become operational effective as soon as possible, but additionally to provide new employees with access to the core library of learning aids.

#### A. Everett J. Prescott, Inc. Responsibilities

- Everett J. Prescott, Inc. will provide an integrated training plan for City of Bloomington Utilities approval at the beginning of the network deployment.
  - Everett J. Prescott, Inc. shall provide training manuals for all City of Bloomington Utilities training.
  - Everett J. Prescott, Inc. shall distribute a training evaluation form at the conclusion of each training session to be completed by the City of Bloomington Utilities personnel.
- Training Topics
    - Introduction for Customer Service Personnel- Provide training and educational materials along with a simplified overview of the FlexNet system. This should include standard roles and responsibilities needed to effectively manage the system, as well as the major components and software applications which comprise the FlexNet system.

- Role based- Provide training and curriculum along with aids to help personnel understand what they should be doing on a day-to-day basis during the first 3-6 months of initial deployment to ensure a successful rollout.
- SmartStart- Provide access to the SmartStart web portal for access to the online, self-paced eLearning materials.

Additional Training topics shall include:

- Overview Topics
  - FlexNet System Overview
  - FlexNet Roles and Responsibilities
  - Regional Network Interface (RNI) Overview
  - RNI Software Web Interface Overview
- Role Based Topics
  - System Administer Training
  - RNI Component Overview
  - RNI Configuration and Management Overview
  - Configuring and Managing RNI System Security: User Access Control
  - Configuring and Managing RNI System Security: System Access Control
  - Configuring and Managing RNI System Security: Data Access Control
  - Configuring and Managing RNI System Operation
  - Configuring and Managing FlexNet Components: Reprogramming Smart Meters
  - Configuring and Managing the FlexNet Components: Performing Meter Firmware Download
- Operators
  - System Operator Training
  - Managing Electric Meters Using RNI Device Manager
  - RNI Monitoring Overview
  - Monitoring Overall Read Performance
  - Monitoring the Health and Performance of Smart Meters
  - Monitoring the Health and Performance of Base Stations and the RF Network
  - Monitoring the Health and Performance of the RNI

**B. City of Bloomington Utilities Deliverables**

- City of Bloomington Utilities shall provide training facilities for the training of City of Bloomington personnel.
- City of Bloomington Utilities Project Manager shall schedule appropriate personnel for training and distribute training documents to participants.
- City of Bloomington Utilities Project Manager shall ensure that training participants have met the recommended prerequisites for the training sessions.
- City of Bloomington Utilities Project Manager shall be responsible for ensuring that the appropriate personnel attend the training sessions and that these personnel acknowledge that the training has been provided by completing a training evaluation form at the conclusion of the training.

#### 4. Technical Documentation

This section summarizes the documentation to be provided by Everett J. Prescott, Inc. via Sensus.

##### A. Everett J. Prescott Responsibilities

- Everett J. Prescott shall provide documents, including:
  - User Manuals, describing the functions of the FlexNet modules and/or meters, communications network equipment and head-end system.
  - Application Guides, describing the processes and steps for performing each of head-end application.
  - FlexNet System Administration Manuals, including user account management, levels of authority, backup and restore procedures, troubleshooting procedures, etc.
  - Database Management System Manuals, including data load, incremental update, data errors and troubleshooting guide, data backup and restore procedures for the AMI head-end system.
  - Configuration Manuals for meters, communications network equipment, and head-end system.
- Everett J. Prescott, Inc. shall provide the City of Bloomington Utilities with one hard copy and one digital media (DVD or like) copy.
- The digital copy shall be in common Microsoft Office or Acrobat Reader PDF formats.
- Everett J. Prescott grant City of Bloomington Utilities to the right to make and distribute paper and digital copies of all documents for internal City of Bloomington Use only.
- Everett J. Prescott, Inc. will provide the City of Bloomington Utilities with access to an online portal which will automatically City of Bloomington Utilities when new updates to documentation are available.

##### B. City of Bloomington Utilities Responsibilities

- The City of Bloomington Utilities shall make and distribute paper and digital copies of documents only for internal City of Bloomington Utilities use as needed.
- The City of Bloomington Utilities agrees to maintain the confidentiality of all software manuals and documentation provided by Everett J. Prescott, Inc. and Sensus.
- The City of Bloomington Utilities shall maintain copies of the appropriate documentation versions that match the existing system installations and configuration.

Pipeline Specialists



# SENSUS

Everett J. Prescott, Inc.

The Measure of the Future

W.Carrolton

145 S. Alex Road

W.Carrolton, Ohio 45449

## QUOTE

TO BRAD Schroeder  
AD Engineering  
City of Bloomington Utilities

Date: 5/23/2018

SALESPERSON	JOB	SHIPPING METHOD	PAYMENT TERMS
D York	Meters	Truck	30 Day

QTY	ITEM #	DESCRIPTION	UNIT PRICE	DISCOUNT	LINE TOTAL
		Annual Support Fees Year 2-5			
1	Yr 2	RNI Annual Support Fee Yr-2	\$36,256.00		36,256.00
1	Yr2	SA Annual Support Fee Yr-2	\$30,542.00		30,542.00
1	Yr-3	RNI Annual Support Fee Yr-3	\$37,343.00		37,343.00
1	Yr-3	SA Annual Support Fee Yr-3	\$31,460.00		31,460.00
1	Yr-4	RNI Annual Support Fee Yr-4	\$38,463.00		38,463.00
1	Yr-4	SA Annual Support Fee Yr-4	\$32,404.00		32,404.00
1	Yr-5	RNI Annual Support Fee Yr-5	\$39,618.00		39,618.00
1	Yr-5	Sa Annual Support Fee Yr-5	\$33,375.00		33,375.00
1	Yr-2	Customer Portal Support Fee YR-2	\$6,437.50		6,437.50
1	Yr-3	Customer Portal Support Fee YR-3	\$6,630.00		6,630.00
1	Yr-4	Customer Portal Support Fee YR-4	\$6,829.55		6,829.55
1	Yr-5	Customer portal Support Fee YR-5	\$7,034.00		7,034.00
				TOTAL	
			TOTAL DISCOUNT		



Pipeline Specialists



# SENSUS

Everett J. Prescott, Inc.

The Measure of the Future

## QUOTE

W. Carrolton  
 145 S. Alex Road  
 W. Carrolton, Ohio 45449

TO BRAD Schroeder  
 AD Engineering  
 City of Bloomington Utilities

Date: 5/23/2018

SALESPERSON	JOB	SHIPPING METHOD	PAYMENT TERMS
D York	Meters	Truck	30 Day

QTY	ITEM #	DESCRIPTION	UNIT PRICE	DISCOUNT	LINE TOTAL
6509	iPERL Meter	5/8 X 3/4" iPERL TRPL Water Meters	\$87.00		\$566,283.00
14030	iPERL Meter	3/4" Short iPERL TRPL Water meter	\$87.00		1,220,610.00
3320	iPERL Meter	1" iPERL TRPL Water Meter	\$135.00		448,200.00
391	OMNI C2	1 1/2" C2 OMNI Water Meter	\$1,100.00		430,100.00
472	OMNI C2	2" C2 OMNI Water Meter	\$900.00		424,800.00
157	OMNI C2	3" C2 OMNI Water Meter	\$1,150.00		180,550.00
140	OMNI C2	4" C2 OMNI Water Meter	\$1,985.00		277,900.00
129	OMNI C2	6" C2 OMNI Water Meter	\$3,500.00		451,500.00
44	OMNI C2	8" C2 OMNI Water Meter	\$5,700.00		250,800.00
4	OMNI C2	10" C2 OMNI Water Meter	\$13,250.00		53,000.00
3	Mag Meter	12" Sensus Mag Meter	\$9,600.00		28,800.00
					-
15613	SmartPoints	520M PIT Smart Point TC SP	\$95.00		1,483,235.00
4536	SmartPoints	520M PIT Smart Point TC DP (Dual)	\$120.00		544,320.00
					\$6,360,098.00
					-
				TOTAL	
			TOTAL DISCOUNT		

Pipeline Specialists



# S E N S U S

Everett J. Prescott, Inc.

The Measure of the Future

W. Carrolton  
 145 S. Alex Road  
 W. Carrolton, Ohio 45449

## QUOTE

TO Brad Schoeder  
 AD Engineering  
 City of Bloomington Utilities

Date: 5/23/2018

SALESPERSON	JOB	SHIPPING METHOD	PAYMENT TERMS
D York	Meters	Truck	30 Day

QTY	ITEM #	DESCRIPTION	UNIT PRICE	DISCOUNT	LINE TOTAL
1	RNI	Annual RNI SaaS Fee	\$34,560.00		34,560.00
1	RNI Training	On Site RNI Training One Time	\$5,500.00		5,500.00
1	Sa Enhanced	SA Enhanced Water	\$29,251.00		29,251.00
1	SA Training	SA Training	\$2,500.00		2,500.00
1	Customer Portal	Customer Portal Annual	\$6,250.00		6,250.00
1	Customer Portal	Customer Portal System Setup	\$6,250.00		6,250.00
1	Customer Portal	Customer Portal Customer Intergration	\$12,500.00		12,500.00
1	Customer Portal	Customer Portal Training	\$2,250.00		2,250.00
				TOTAL	-
		TOTAL DISCOUNT			
				TOTAL	99,061.00

**Software as a Service Agreement**

between

City of Bloomington  
("Customer")

and

Sensus USA Inc.  
("Sensus")

IN WITNESS WHEREOF, the parties have caused this Software as a Service ("Agreement") to be executed by their duly authorized representatives as of the day and year written below. The date of the last party to sign is the "Effective Date."

This Agreement shall commence on the Effective Date and continue for/until: 5 Years ("Initial Term"). At the end of the Initial Term, this Agreement shall automatically renew for an additional term of 5 years ("Renewal Term"). The "Term" shall refer to both the Initial Term and the Renewal Term.

Sensus USA Inc.

Customer: City of Bloomington

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**Contents of this Agreement:**

- Agreement
- Exhibit A Software
- Exhibit B Technical Support

## Agreement

### 1. General

- A. **Agreement Generally.** The scope of this Agreement includes usage terms for Sensus' hosted Software solution, technical support, and supporting terms and conditions for an advanced metering infrastructure solution that Customer will purchase from Sensus' authorized distributor. Customer is not paying Sensus directly for the services provided by Sensus under the Agreement; rather, Customer shall pay Sensus' authorized distributor pursuant to a separate agreement between Customer and such authorized distributor.

### 2. Software.

- A. **Software as a Service (SaaS).** Sensus shall provide Customer with Software as a Service, as defined in Exhibit A, only so long as Customer is current in its payments for such services.
- B. **UCITA.** To the maximum extent permitted by law, the Parties agree that the Uniform Computer Information Transaction Act as enacted by any state shall not apply, in whole or in part, to this Agreement.

### 3. Spectrum

- A. **Spectrum Lease.** The parties previously entered into a spectrum manager lease on 11/3/2017 (the "Spectrum Lease"), which is hereby specifically incorporated by reference.

### 4. Equipment.

- A. **Purchase of Equipment.** Customer shall purchase all Field Devices, RF Field Equipment, and other goods (collectively, "Equipment") from Sensus' authorized distributor pursuant to the terms and conditions (including any warranties on such Equipment) agreed by Customer and Sensus' authorized distributor. This Agreement shall not affect any terms and conditions, including any warranty terms, agreed by Customer and Sensus' authorized distributor. If Customer elects to purchase any equipment or services directly from Sensus, or if Customer pays any fees or other costs to Sensus, then Sensus' Terms of Sale shall apply. The "Terms of Sale" are available at: <https://www.sensus.com/tc>, or 1-800-METER-IT
- B. **THERE ARE NO WARRANTIES IN THIS AGREEMENT, EXPRESS OR IMPLIED. SENSUS EXPRESSLY DISCLAIMS ANY AND ALL REPRESENTATIONS, WARRANTIES AND/OR CONDITIONS, EXPRESSED, IMPLIED, STATUTORY OR OTHERWISE, REGARDING ANY MATTER IN CONNECTION WITH THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, WARRANTIES AS TO FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, NON-INFRINGEMENT AND TITLE.**

### 5. Services.

- A. **Installation of Equipment.** Installation services for Field Devices, other goods, and RF Field Equipment will be as agreed between the Customer and Sensus' authorized distributor. Sensus will not provide installation services pursuant to this Agreement
- B. **Technical Support.** Sensus shall provide Customer the technical support set forth in Exhibit B.
- C. **Project Management.** Sensus' authorized distributor will provide project management services to Customer. Any project management of the FlexNet System provided by Sensus shall be subject to a separate agreement which describes the scope and pricing for such work.
- D. **Training.** Sensus' authorized distributor will provide Customer with training on the use of the FlexNet System. Any training provided by Sensus shall be subject to a separate agreement which describes the scope and pricing for such work.
- E. **IT Systems Integration Services.** Except as may otherwise be provided herein, integration of the Software into Customer's new or existing internal IT systems is not included in this Agreement. Any integration work shall be subject to a separate agreement which describes the scope and pricing for such work.

### 6. General Terms and Conditions.

- A. **Infringement Indemnity.** Sensus shall indemnify and hold harmless Customer from and against any judgment by a court of competent jurisdiction or settlement reached from any litigation instituted against Customer in the United States by a third party which alleges that the AMI System provided hereunder infringes upon the patents or copyrights of such third party, provided that Sensus shall have the right to select counsel in such proceedings and control such proceedings. Notwithstanding the foregoing, Sensus shall have no liability under this indemnity unless Customer cooperates with and assists Sensus in any such proceedings and gives Sensus written notice of any claim hereunder within fourteen (14) days of receiving it. Further, Sensus shall have no liability hereunder if such claim is related to; (i) any change, modification or alteration made to the AMI System by Customer or a third party, (ii) use of the AMI System in combination with any goods or services not provided by Sensus hereunder, (iii) Customer's failure to use the most recent version of the Software or to otherwise take any corrective action as reasonably directed by Sensus, (iv) compliance by Sensus with any designs, specifications or instructions provided by Customer or compliance by Sensus with an industry standard, or (v) any use of the AMI System other than for the Permitted Use. In the event the AMI System is adjudicated to infringe a patent or copyright of a third party and its use is enjoined, or, if in the reasonable opinion of Sensus, the AMI System is likely to become the subject of an infringement claim, Sensus, at its sole discretion and expense, may; (i) procure for Customer the right to continue using the AMI System or (ii) modify or replace the AMI System so that it becomes non-infringing. **THIS SECTION STATES CUSTOMER'S SOLE AND EXCLUSIVE REMEDY AND SENSUS' ENTIRE LIABILITY FOR ANY CLAIM OF INFRINGEMENT.**
- B. **Limitation of Liability.** Sensus' aggregate liability in any and all causes of action arising under, out of or in relation to this Agreement, its negotiation, performance, breach or termination (collectively "Causes of Action") shall not exceed the greater of; (a) the total amount paid by Customer directly to Sensus under this Agreement; or (b) ten thousand US dollars (USD 10,000.00). This is so whether the Causes of Action are in tort, including, without limitation, negligence or strict liability, in contract, under statute or otherwise. As separate and independent limitations on liability, Sensus' liability shall be limited to direct damages. Sensus shall not be liable for; (i) any indirect, incidental, special or consequential damages; nor (ii) any revenue or profits lost by Customer or its Affiliates from any End User(s), irrespective whether such lost revenue or profits is categorized as direct damages or otherwise; nor (iii) any In/Out Costs; nor (v) damages arising from maincase or bottom plate breakage caused by freezing temperatures, water hammer conditions, or excessive water pressure. The limitations on liability set forth in this Agreement are fundamental inducements to Sensus entering into this Agreement. They apply unconditionally and in all respects. They are to be interpreted broadly so as to give Sensus the maximum protection permitted under law.
- C. **Termination.** Either party may terminate this Agreement earlier if the other party commits a material breach of this Agreement and such material breach is not cured within forty-five (45) days of written notice by the other party. Upon any expiration or termination of this Agreement, Sensus' and Customer's obligations hereunder shall cease and the software as a service and Spectrum Lease shall immediately cease.
- D. **Force Majeure.** If either party becomes unable, either wholly or in part, by an event of Force Majeure, to fulfill its obligations under this Agreement, the obligations affected by the event of Force Majeure will be suspended during the continuance of that inability. The party affected by the force majeure will take reasonable steps to mitigate the Force Majeure.
- E. **Intellectual Property Rights.**
1. **Software and Materials.** No Intellectual Property is assigned to Customer hereunder. Excluding Customer Data, Sensus shall own or continue to own all right, title, and interest in and to the Intellectual Property associated with the Software and related documentation, including any derivations and/or

derivative works (the "Sensus IP"). To the extent, if any, that any ownership interest in and to such Sensus IP does not automatically vest in Sensus by virtue of this Agreement or otherwise, and instead vests in Customer, Customer agrees to grant and assign and hereby does grant and assign to Sensus all right, title, and interest that Customer may have in and to such Sensus IP. Customer agrees not to reverse engineer any Sensus Products purchased or provided hereunder.

- ii. **Customer Data.** Notwithstanding the prior paragraph, as between Customer and Sensus, Customer remains the owner of all right, title or interest in or to any Customer Data. "Customer Data" means solely usage data collected by the Field Devices. To avoid doubt, Customer Data does not include non-End User usage data collected by the Field Devices, Software, or AMI System, such as network and equipment status information or the like.
  - iii. **Consent to Use of Customer Data.** Customer hereby irrevocably grants to Sensus a royalty-free, non-exclusive, irrevocable right and license to access, store, and use such Customer Data and any other data or information provided to Sensus, to (1) provide the Service; (2) analyze and improve the Service; (3) analyze and improve any Sensus equipment or software; or (4) for any other internal use. As used herein, "Service" means Sensus' obligations under this Agreement.
  - iv. **Access to Customer Data.** Within 45 days of Customer's written request, Sensus will provide Customer a copy of the previous 24 months CMEP Interval file and deliver the file to a drop location specified by Customer.
- F. **Data Privacy.** Customer acknowledges that Sensus and its Affiliates (collectively, "Xylem") will collect and process personal data for the purposes outlined in this Agreement. Xylem's data privacy policy is available at <https://www.xylem.com/en-us/support/privacy/>. Customer acknowledges that it has read and understood Xylem's privacy policy and agrees to the use of personal data outlined therein. The collection and use of personal data by Customer is Customer's responsibility.
- G. **Confidentiality.** Except as may be required under applicable law, court order, or regulation, or to the extent required to perform and enforce this Agreement, both parties shall (and shall cause their employees and contractors to) keep all Confidential Information strictly confidential and shall not disclose it to any third party. The Confidential Information may be transmitted orally, in writing, electronically or otherwise observed by either party. Notwithstanding the foregoing, "Confidential Information" shall not include: (i) any information that is in the public domain other than due to Recipient's breach of this Agreement; (ii) any information in the possession of the Recipient without restriction prior to disclosure by the Discloser; or (iii) any information independently developed by the Recipient without reliance on the information disclosed hereunder by the Discloser. "Discloser" means either party that discloses Confidential Information, and "Recipient" means either party that receives it.
- H. **Compliance with Laws.** Customer shall comply with all applicable country, federal, state, and local laws and regulations, as set forth at the time of acceptance and as may be amended, changed, or supplemented. Customer shall not take any action, or permit the taking of any action by a third party, which may render Sensus liable for a violation of applicable laws.
- i. **Export Control Laws.** Customer shall: (i) comply with all applicable U.S. and local laws and regulations governing the use, export, import, re-export, and transfer of products, technology, and services; and (ii) obtain all required authorizations, permits, and licenses. Customer shall immediately notify Sensus, and immediately cease all activities with regards to the applicable transaction, if the Customer knows or has a reasonable suspicion that the equipment, software, or services provided hereunder may be directed to countries in violation of any export control laws. By ordering equipment, software or services, Customer certifies that it is not on any U.S. government export exclusion list.
  - ii. **Anti-Corruption Laws.** Customer shall comply with the United States Foreign Corrupt Practices Act (FCPA), 15 U.S.C. §§ 78dd-1, et seq.; laws and regulations implementing the OECD's Convention on Combating Bribery of Foreign Public Officials in International Business Transactions; the U.N. Convention Against Corruption; the Inter-American Convention Against Corruption; and any other applicable laws and regulations relating to anti-corruption in the Customer's country or any country where performance of this Agreement, or delivery or use of equipment, software or services will occur.
- I. **Non-Waiver of Rights.** A waiver by either party of any breach of this Agreement or the failure or delay of either party to enforce any of the articles or other provisions of this Agreement will not in any way affect, limit or waive that party's right to enforce and compel strict compliance with the same or other articles or provisions.
- J. **Assignment and Sub-contracting.** Either party may assign, transfer or delegate this Agreement without requiring the other party's consent; (i) to an Affiliate; (ii) as part of a merger; or (iii) to a purchaser of all or substantially all of its assets. Apart from the foregoing, neither party may assign, transfer or delegate this Agreement without the prior written consent of the other, which consent shall not be unreasonably withheld. Furthermore, Customer acknowledges Sensus may use subcontractors to perform RF Field Equipment Installation, the systems integration work (if applicable), or project management (if applicable), without requiring Customer's consent.
- K. **Amendments.** No alteration, amendment, or other modification shall be binding unless in writing and signed by both Customer and by a vice president (or higher) of Sensus.
- L. **Governing Law and Dispute Resolution.** This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Delaware. Any and all disputes arising under, out of, or in relation to this Agreement, its negotiation, performance or termination ("Disputes") shall first be resolved by mediation between the Parties. TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE PARTIES AGREE TO A BENCH TRIAL AND THAT THERE SHALL BE NO JURY IN ANY DISPUTES.
- M. **Survival.** The provisions of this Agreement that are applicable to circumstances arising after its termination or expiration shall survive such termination or expiration.
- N. **Severability.** In the event any provision of this Agreement is held to be void, unlawful or otherwise unenforceable, that provision will be severed from the remainder of the Agreement and replaced automatically by a provision containing terms as nearly like the void, unlawful, or unenforceable provision as possible; and the Agreement, as so modified, will continue to be in full force and effect.
- O. **Four Corners.** This written Agreement, including all of its exhibits and the Spectrum Lease, represents the entire understanding between and obligations of the parties and supersedes all prior understandings, agreements, negotiations, and proposals, whether written or oral, formal or informal between the parties. Any additional writings shall not modify any limitations or remedies provided in the Agreement. There are no other terms or conditions, oral, written, electronic or otherwise. There are no implied obligations. All obligations are specifically set forth in this Agreement. Further, there are no representations that induced this Agreement that are not included in it. The ONLY operative provisions are set forth in writing in this Agreement. Without limiting the generality of the foregoing, no purchase order placed by or on behalf of Customer shall alter any of the terms of this Agreement. The parties agree that such documents are for administrative purposes only, even if they have terms and conditions printed on them and even if and when they are accepted and/or processed by Sensus. Any goods, software or services delivered or provided in anticipation of this Agreement (for e.g., as part of a pilot or because this Agreement has not yet been signed but the parties have begun the deployment) under purchase orders placed prior to the execution of this Agreement are governed by this Agreement upon its execution and it replaces and supersedes any such purchase orders.
- P. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Additionally, this Agreement may be executed by facsimile or electronic copies, all of which shall be considered an original for all purposes.
7. **Definitions.** As used in this Agreement, the following terms shall have the following meanings:
- A. "Affiliate" of a party means any other entity controlling, controlled by, or under common control with such party, where "control" of an entity means the ownership, directly or indirectly, of 50% or more of either; (i) the shares or other equity in such entity; or (ii) the voting rights in such entity.

- B. **"Confidential Information"** means any and all non-public information of either party, including all technical information about either party's products or services, pricing information, marketing and marketing plans, Customer's End Users' data, FlexNet System performance, FlexNet System architecture and design, FlexNet System software, other business and financial information of either party, and all trade secrets of either party.
- C. **"End User"** means any end user of electricity, water, and/or gas (as applicable) that pays Customer for the consumption of electricity, water, and/or gas, as applicable.
- D. **"Field Devices"** means the SmartPoint Modules.
- E. **"FlexNet Base Station"** identifies the Sensus manufactured device consisting of one transceiver, to be located on a tower that receives readings from the SmartPoint Modules (either directly or via an R100 unit) by radio frequency and passes those readings to the RNI by TCP/IP backhaul communication. For clarity, FlexNet Base Stations include Metro Base Stations.
- F. **"FlexNet System"** is comprised of the SmartPoint Modules, RF Field Equipment, Server Hardware, software licenses, Spectrum Lease, and other equipment provided to Customer hereunder. The FlexNet System only includes the foregoing, as provided by Sensus. The FlexNet System does not include goods, equipment, software, licenses or rights provided by a third party or parties to this Agreement.
- G. **"Force Majeure"** means an event beyond a party's reasonable control, including, without limitation, acts of God, hurricane, flood, volcano, tsunami, tornado, storm, tempest, mudslide, vandalism, illegal or unauthorized radio frequency interference, strikes, lockouts, or other industrial disturbances, unavailability of component parts of any goods provided hereunder, acts of public enemies, wars, blockades, insurrections, riots, epidemics, earthquakes, fires, restraints or prohibitions by any court, board, department, commission or agency of the United States or any States, any arrests and restraints, civil disturbances and explosion.
- H. **"Hosted Software"** means those items listed as an Application in Exhibit A.
- I. **"In/Out Costs"** means any costs and expenses incurred by Customer in transporting goods between its warehouse and its End User's premises and any costs and expenses incurred by Customer in installing, uninstalling and removing goods.
- J. **"Intellectual Property"** means patents and patent applications, inventions (whether patentable or not), trademarks, service marks, trade dress, copyrights, trade secrets, know-how, data rights, specifications, drawings, designs, maskwork rights, moral rights, author's rights, and other intellectual property rights, including any derivations and/or derivative works, as may exist now or hereafter come into existence, and all renewals and extensions thereof, regardless of whether any of such rights arise under the laws of the United States or of any other state, country or jurisdiction, any registrations or applications thereof, and all goodwill pertinent thereto.
- K. **"LCM"** identifies the load control modules.
- L. **"Ongoing Fee"** means the annual or monthly fees, as applicable, to be paid by Customer to Sensus' authorized distributor during the Term of this Agreement.
- M. **"Patches"** means patches or other maintenance releases of the Software that correct processing errors and other faults and defects found previous versions of the Software. For clarity, Patches are not Updates or Upgrades.
- N. **"Permitted Use"** means only for reading and analyzing data from Customer's Field Devices in the Service Territory. The Permitted Use does not include reading third devices not provided by Sensus or reading Field Devices outside the Service Territory.
- O. **"R100 Unit"** identifies the Sensus standalone, mounted transceiver that takes the radio frequency readings from the SmartPoint Modules and relays them by radio frequency to the relevant FlexNet Base Station or directly to the RNI by TCP/IP backhaul communication, as the case may be.
- P. **"Release"** means both Updates and Upgrades.
- Q. **"Remote Transceiver"** identifies the Sensus standalone, mounted relay device that takes the radio frequency readings from the SmartPoint Modules and relays them directly to the RNI by TCP/IP backhaul communication.
- R. **"RF Field Equipment"** means, collectively, FlexNet Base Stations, R100 units (if any) and Remote Transceivers (if any).
- S. **"RNI"** identifies the regional network interfaces consisting of hardware and software used to gather, store, and report data collected by the FlexNet Base Stations from the SmartPoint Modules. The RNI hardware specifications will be provided by Sensus upon written request from Customer.
- T. **"RNI Software"** identifies the Sensus proprietary software used in the RNI and any Patches, Updates, and Upgrades that are provided to Customer pursuant to the terms of this Agreement.
- U. **"Service Territory"** identifies the geographic area where Customer utilizes Sensus equipment to provide services to End Users as of the Effective Date. This area will be described on the propagation study in the parties' Spectrum Lease filing with the FCC.
- V. **"Server Hardware"** means the RNI hardware.
- W. **"SmartPoint™ Modules"** identifies the Sensus transmission devices installed on devices such as meters, distribution automation equipment and demand/response devices located at Customer's End Users' premises that communicate with the relevant devices and transmit those communications by radio frequency to the relevant piece of RF Field Equipment.
- X. **"Software"** means all the Sensus proprietary software provided pursuant to this Agreement, and any Patches, Updates, and Upgrades that are provided to Customer pursuant to the terms of this Agreement. The Software does not include any third party software.
- Y. **"Updates"** means releases of the Software that constitute a minor improvement in functionality.
- Z. **"Upgrades"** means releases of the Software which constitute a significant improvement in functionality or architecture of the Software.
- AA. **"WAN Backhaul"** means the communication link between FlexNet Base Stations and Remote Transceivers and RNI.

Exhibit A  
Software

Software as a Service

1. Description of Services.

This exhibit contains the details of the Software as a Service that Sensus shall provide to Customer if both; (i) pricing for the application of Software as a Service has been provided to the Customer; and (ii) the Customer is current in its payments to Sensus' authorized distributor for such application of Software as a Service.

A. Software as a Service Generally.

Software as a Service is a managed service in which Sensus will be responsible for the day-to-day monitoring, maintenance, management, and supporting of Customer's software applications. In a Software as a Service solution, Sensus owns all components of the solution (server hardware, storage, network equipment, Sensus software, and all third-party software) required to run and operate the application. These software applications consist of the following (each an "Application"):

- Regional Network Interface (RNI) Software
- Sensus Analytics
  - Enhanced Package
- Consumer Portal

The managed application systems consist of the hardware, Sensus Software, and other third-party software that is required to operate the software applications. Each Application will have a production, and Disaster Recovery (as described below) environment. Test environments are not provided unless otherwise specifically agreed by Sensus in writing. Sensus will manage the Applications by providing 24 x 7 x 365 monitoring of the availability and performance of the Applications.

B. Use of Software as a Service. Subject to the terms of this Agreement, Sensus shall make Software as a Service available to Customer to access and use solely for the Permitted Use and solely for so long as Customer is current in its payments to Sensus or its authorized distributor for Software as a Service. The Software as a Service term commences on the date that Sensus first makes Software as a Service available to Customer for use, and ends upon the earlier of: (i) the expiration or termination of the Agreement; (ii) breach by Customer of this exhibit or the Agreement; or (iii) Customer's termination of Software as a Service as set forth in paragraph (C) below.

C. Termination of Software as a Service. Customer shall have the option at any time before the end of the Term to terminate any Application by giving Sensus one hundred twenty (120) days prior written notice. Such notice, once delivered to Sensus, is irrevocable. Should Customer elect to terminate any Application, Customer acknowledges that: (a) Customer shall pay all applicable fees, including any unpaid Software as a Service fees due in the current calendar year plus a ten percent (10%) early termination fee, where such fee is calculated based on the annual Software as a Service fee due in the current calendar year; and (b) Software as a Service for such Application shall immediately cease. If Customer elects to terminate the RNI Application in the Software as a Service environment but does not terminate the Agreement generally, then upon delivery of the notice to Sensus, Customer shall purchase the necessary (a) RNI hardware from a third party and (b) RNI software license at Sensus' then-current pricing. No portion of the Software as a Service fees shall be applied to the purchase of the RNI hardware or software license.

D. Software as a Service means only the following services:

- i. Sensus will provide the use of required hardware, located at Sensus' or a third-party's data center facility (as determined by Sensus), that is necessary to operate the Application.
- ii. Sensus will provide production and disaster recovery environments for Application.
- iii. Sensus will provide patches, updates, and upgrades to latest Sensus Hosted Software release.
- iv. Sensus will configure and manage the equipment (server hardware, routers, switches, firewalls, etc.) in the data centers:
  - (a) Network addresses and virtual private networks (VPN)
  - (b) Standard time source (NTP or GPS)
  - (c) Security access points
  - (d) Respond to relevant alarms and notifications
- v. Capacity and performance management. Sensus will:
  - (a) Monitor capacity and performance of the Application server and software applications 24x7x365 using KPI metrics, thresholds, and alerts to proactively identify any potential issues related to system capacity and/or performance (i.e. database, backpool, logs, message broker storage, etc.)
  - (b) If an issue is identified to have a potential impact to the system, Sensus will open an incident ticket and manage the ticket through resolution per Exhibit B, Technical Support.
  - (c) Manage and maintain the performance of the server and perform any change or configuration to the server, in accordance to standard configuration and change management policies and procedures.
  - (d) Manage and maintain the server storage capacity and performance of the Storage Area Network (SAN), in accordance to standard configuration and change management policies and procedures.
  - (e) Exceptions may occur to the system that require Sensus to take immediate action to maintain the system capacity and performance levels, and Sensus has authority to make changes without Customer approval as needed, in accordance to standard configuration and change management policies and procedures.
- vi. Database management. Sensus will:
  - (a) Define data retention plan and policy.
  - (b) Monitor space and capacity requirements.
  - (c) Respond to database alarms and notifications.
  - (d) Install database software upgrades and patches.
  - (e) Perform routine database maintenance and cleanup of database to improve capacity and performance, such as rebuilding indexes, updating indexes, consistency checks, run SQL query/agent jobs, etc.
- vii. Incident and Problem Management. Sensus will:
  - (a) Proactively monitor managed systems (24x7x365) for key events and thresholds to proactively detect and identify incidents.
  - (b) Respond to incidents and problems that may occur to the Application(s).
  - (c) Maintain policies and procedures for responding to incidents and performing root cause analysis for ongoing problems.

- (d) Correlate incidents and problems where applicable.
  - (e) Sensus personnel will use the Salesforce Self Service Portal to document and track incidents.
  - (f) In the event that Sensus personnel is unable to resolve an issue, the issue will be escalated to the appropriate Subject Matter Expert (SME).
  - (g) Maintain responsibility for managing incident and problems through resolution and will coordinate with Customer's personnel and/or any required third-party vendor to resolve the issue.
  - (h) Provide telephone support consistent with Exhibit B, Technical Support in the case of undetected events.
- viii. Security Management. Sensus will:
- (a) Monitor the physical and cyber security of the server and Application(s) 24x7x365 to ensure system is highly secure in accordance with NIST Security Standards.
  - (b) Perform active intrusion prevention and detection of the data center network and firewalls, and monitor logs and alerts.
  - (c) Conduct periodic penetration testing of the network and data center facilities.
  - (d) Conduct monthly vulnerability scanning by both internal staff and external vendors.
  - (e) Perform Anti-Virus and Malware patch management on all systems.
  - (f) Install updates to virus protection software and related files (including Virus signature files and similar files) on all servers from the update being generally available from the anti-virus software provider.
  - (g) Respond to any potential threat found on the system and work to eliminate Virus or Malware found.
  - (h) Adhere to and submit certification to NERC/CIP Cyber Security standards.
  - (i) Monitor industry regulation/standards regarding security – NERC, FERC, NIST, OpenSG, etc. through the dedicated Sensus Security team.
  - (j) Provide secure web portal access (SSL) to the Application(s).
- ix. Backup and Disaster Recovery Management. Sensus will:
- (a) Perform daily backups of data providing one (1) year of history for auditing and restoration purposes.
  - (b) Back-up and store data (on tapes or other storage media as appropriate) off-site to provide protection against disasters and to meet file recovery needs.
  - (c) Conduct incremental and full back-ups to capture data, and changes to data, on the Application(s).
  - (d) Replicate the Application(s) environments to a geographically separated data center location to provide a full disaster recovery environment for the Application production system.
  - (e) Provide disaster recovery environment and perform fail-over to DR environment within forty-eight (48) hours of declared event.
  - (f) Generate a report following each and any disaster measuring performance against the disaster recovery plan and identification of problem areas and plans for resolution.
  - (g) Maintain a disaster recovery plan. In the event of a disaster, Sensus shall provide the services in accordance with the disaster recovery plan.
  - (h) In the case of a disaster and loss of access to or use of the Application, Sensus would use commercially reasonable efforts per the Recovery Time Objectives and Recovery Point Objectives specified herein to restore operations at the same location or at a backup location within forty-eight (48) hours.
  - (i) The Application shall have a Recovery Time Objective (RTO) of forty-eight (48) hours.
  - (j) The Recovery Point Objective (RPO) shall be a full recovery of the Application(s), with an RPO of one (1) hours, using no more than a twenty-four (24) hour old backup. All meter-related data shall be pushed from each Base Station/TGB restoring the database to real-time minus external interfaced systems from the day prior.
  - (k) Data from external interfaced systems shall be recreated within a forty-eight (48) hour period with the assistance of Customer personnel and staff, as needed.
- E. Customer Responsibilities:
- i. Coordinate and schedule any changes submitted by Sensus to the system in accordance with standard configuration and change management procedures.
  - ii. Participate in all required configuration and change management procedures.
  - iii. Customer will log incidents related to the managed Application with Sensus personnel via email, web portal ticket entry, or phone call.
  - iv. Responsible for periodic processing of accounts or readings (i.e., billing files) for Customer's billing system for billing or other analysis purposes.
  - v. Responsible for any field labor to troubleshoot any SmartPoint modules or smart meters in the field in populations that have been previously deployed and accepted.
  - vi. First response labor to troubleshoot FlexNet Base Station, R100s, Remote Transceivers or other field network equipment.
  - vii. Responsible for local area network configuration, management, and support.
  - viii. Identify and research problems with meter reads and meter read performance.
  - ix. Create and manage user accounts.
  - x. Customize application configurations.
  - xi. Support application users.
  - xii. Investigate application operational issues (e.g., meter reads, reports, alarms, etc.).
  - xiii. Respond to alarms and notifications.
  - xiv. Perform firmware upgrades over-the-air, or delegate and monitor field personnel for on-site upgrades.
- F. Software as a Service does not include any of the following services:
- i. Parts or labor required to repair damage to any field network equipment that is the result of a Force Majeure event.
  - ii. Any integration between applications, such as Harris MeterSense, would require a Professional Services contract agreement to be scoped, submitted, and agreed in a signed writing between Sensus and all the applicable parties.
- If an item is not listed in subparagraphs in item (D) above, such item is excluded from the Software as a Service and is subject to additional pricing.

## 2. Further Agreements

### A. System Uptime Rate.

- i. Sensus (or its contractor) shall manage and maintain the Application(s) on computers owned or controlled by Sensus (or its contractors) and shall provide Customer access to the managed Application(s) via internet or point to point connection (i.e., Managed-Access use), according to the terms below. Sensus endeavors to maintain an average System Uptime Rate equal to ninety-nine (99.0) per Month (as defined below). The System Uptime Rate, cumulative across all Applications, shall be calculated as follows:



System Uptime Rate = 100 x  $\frac{\text{TMO} - \text{Total Non-Scheduled Downtime minutes in the Month}}{\text{TMO}}$

TMO

- ii. Calculations
  - a. **Targeted Minutes of Operation** or TMO means total minutes cumulative across all Applications in the applicable month minus the Scheduled Downtime in the Month.
  - b. **Scheduled Downtime** means the number of minutes during the Month, as measured by Sensus, in which access to any Application is scheduled to be unavailable for use by Customer due to planned system maintenance. Sensus shall provide Customer notice (via email or otherwise) at least seven (7) days in advance of commencement of the Scheduled Downtime.
  - c. **Non-Scheduled Downtime** means the number of minutes during the Month, as measured by Sensus, in which access to any Application is unavailable for use by Customer due to reasons other than Scheduled Downtime or the Exceptions, as defined below (e.g., due to a need for unplanned maintenance or repair).
- iii. Exceptions. **Exceptions** mean the following events:
  - Force Majeure
  - Emergency Work, as defined below; and
  - Lack of Internet Availability, as described below.
  - a. **Emergency Work.** In the event that Force Majeure, emergencies, dangerous conditions or other exceptional circumstances arise or continue during TMO, Sensus shall be entitled to take any actions that Sensus, in good faith, determines is necessary or advisable to prevent, remedy, mitigate, or otherwise address actual or potential harm, interruption, loss, threat, security or like concern to any of the Application(s) ("**Emergency Work**"). Such Emergency Work may include, but is not limited to: analysis, testing, repair, maintenance, re-setting and other servicing of the hardware, cabling, networks, software and other devices, materials and systems through which access to and/or use of the Application(s) by the Customer is made available (the "**Managed Systems**"). Sensus shall endeavor to provide advance notice of such Emergency Work to Customer when practicable and possible.
  - b. **Lack of Internet Availability.** Sensus shall not be responsible for any deterioration of performance attributable to latencies in the public Internet or point-to-point network connection operated by a third party. Customer expressly acknowledges and agrees that Sensus does not and cannot control the flow of data to or from Sensus' networks and other portions of the Internet, and that such flow depends in part on the performance of Internet services provided or controlled by third parties, and that at times, actions or inactions of such third parties can impair or disrupt data transmitted through, and/or Customer's connections to, the Internet or point-to-point data connection (or portions thereof). Although Sensus will use commercially reasonable efforts to take actions Sensus may deem appropriate to mitigate the effects of any such events, Sensus cannot guarantee that such events will not occur. Accordingly, Sensus disclaims any and all liability resulting from or relating to such events.
- B. **Data Center Site Security.** Although Sensus may modify such security arrangements without consent or notice to Customer, Customer acknowledges the following are the current arrangements regarding physical access to and support of the primary hardware components of the Managed Systems:
  - i. The computer room(s) in which the hardware is installed is accessible only to authorized individuals.
  - ii. Power Infrastructure includes one or more uninterruptible power supply (UPS) devices and diesel generators or other alternative power for back-up electrical power.
  - iii. Air-conditioning facilities (for humidity and temperature controls) are provided in or for such computer room(s) and can be monitored and adjusted for humidity and temperature settings and control. Such air systems are supported by redundant, back-up and/or switch-over environmental units.
  - iv. Such electrical and A/C systems are monitored on an ongoing basis and personnel are available to respond to system emergencies (if any) in real time.
  - v. Dry pipe pre-action fire detection and suppression systems are provided.
  - vi. Data circuits are available via multiple providers and diverse paths, giving access redundancy.
- C. **Responsibilities of Customer.**
  - i. Customer shall promptly pay all Software as a Service fees.
  - ii. Customer may not (i) carelessly, knowingly, intentionally or maliciously threaten, disrupt, harm, abuse or interfere with the Application(s), Managed Systems or any of their functionality, performance, security or integrity, nor attempt to do so; (ii) impersonate any person or entity, including, but not limited to, Sensus, a Sensus employee or another user; or (iii) forge, falsify, disguise or otherwise manipulate any identification information associated with Customer's access to or use of the Application(s).
  - iii. The provisioning, compatibility, operation, security, support, and maintenance of Customer's hardware and software ("**Customer's Systems**") is exclusively the responsibility of Customer. Customer is also responsible, in particular, for correctly configuring and maintaining (i) the desktop environment used by Customer to access the Application(s) managed by Sensus; and (ii) Customer's network router and firewall, if applicable, to allow data to flow between the Customer's Systems and Sensus' Managed Systems in a secure manner via the public Internet.
  - iv. Upon receiving the system administrator account from Sensus, Customer shall create username and passwords for each of Customer's authorized users and complete the applicable Sensus registration process (Authorized Users). Such usernames and passwords will allow Authorized Users to access the Application(s). Customer shall be solely responsible for maintaining the security and confidentiality of each user ID and password pair associated with Customer's account, and Sensus will not be liable for any loss, damage or liability arising from Customer's account or any user ID and password pairs associated with Customer. Customer is fully responsible for all acts and omissions that occur through the use of Customer's account and any user ID and password pairs. Customer agrees (i) not to allow anyone other than the Authorized Users to have any access to, or use of Customer's account or any user ID and password pairs at any time; (ii) to notify Sensus immediately of any actual or suspected unauthorized use of Customer's account or any of such user ID and password pairs, or any other breach or suspected breach of security, restricted use or confidentiality; and (iii) to take the Sensus-recommended steps to log out from and otherwise exit the Application(s) and Managed Systems at the end of each session. Customer agrees that Sensus shall be entitled to rely, without inquiry, on the validity of the user accessing the Application(s) application through Customer's account, account ID, usernames or passwords.
  - v. Customer shall be responsible for the day-to-day operations of the Application(s) and AMI System. This includes, without limitation, (i) researching problems with meter reads and system performance, (ii) creating and managing user accounts, (iii) customizing application configurations, (iv) supporting application users, (v) investigating application operational issues, (vi) responding to alarms and notifications, and (vii) performing over-the-air commands (such as firmware updates or configuration changes).
- D. **Software Solution Components.**
  - i. **Description of Software Solutions.** Sensus software consists of a core communication module and a set of applications. Some applications are required to perform basic solution capabilities, other applications are optional and add additional capabilities and function to the overall solution. As Customer's business process expands and/or new Sensus offerings are made available, additional applications and functionality can dynamically be added to the solution, provided Customer purchases such additional applications.
  - ii. **Regional Network Interface.** The Regional Network Interface (RNI) or Sensus head-end is the centralized intelligence of the FlexNet network; the RNI's

primary objective is to transfer endpoint (such as meters) data to the Customer and the advanced feature applications. The RNI is adaptable to Customer configurations by simultaneously supporting a wide range of FlexNet enabled endpoints; including but not limited to meters (electric, water, gas), street lighting, and Home Area Network devices.

- a. Core Package
  - (i) Communication
    - 1. Manages all inbound and outbound traffic to and from endpoints
    - 2. Outbound routing optimization
    - 3. Route analyzer
    - 4. AES256 bit encryption of radio messages
    - 5. Reports and metric details of network performance and troubleshooting aids
    - 6. Management of RF equipment (base stations and endpoint radios)
  - (ii) Data Collection
    - 1. Missing read management
    - 2. Management of duplicate reads
    - 3. 60 day temporary storage
  - (iii) Application integration
    - 1. To Sensus Analytics applications
    - 2. Enable 3<sup>rd</sup> party application integration
    - 3. Batch CMEP file export
    - 4. Real-time access through MultiSpeak 3.0 and 4.1
  - (iv) Endpoint Management
    - 1. Gas, water, electric, lighting concurrent support
    - 2. Remote configuration
    - 3. Remote firmware updates
    - 4. Reports, metrics and Troubleshooting
  - (v) User Management
    - 1. Secure access
    - 2. Password management
    - 3. Definable user roles
    - 4. User permissions to manage access to capabilities
- b. Integration of RNI. Sensus shall provide RNI integration support services to Customer only to the extent specifically provided below:
  - (i) Sensus shall meet with the representative from the Customer's system(s) targeted for integration to determine which integration method is appropriate (e.g., MultiSpeak, CMEP, etc.).
    - 1. In scope and included integration efforts: Provide the gateway URLs to the integrating system as needed, provide Customer with standard integration API documentation, validate and test that the correct Customer information is flowing into and/or out of the RNI.
    - 2. Out of scope and subject to additional charges: Modifications or extensions to the standard API provided by Sensus and any integration efforts not outlined above as in scope and included.
  - (ii) Customer Responsibilities:
    - 1. Provide Sensus with information about the relevant information Customer wishes to transfer and integrate with the RNI.
    - 2. Establish the network and security required for the two systems to reasonably communicate.
    - 3. Verify integration to third party system functionality is working as intended.
  - (iii) If an item is not listed in subparagraph (i) above, such item is excluded from the integration of Sensus RNI Support and is subject to additional pricing.

### 3. Sensus Analytics

Sensus Analytics is a cloud-based solution and data platform that allows storage and retrieval of raw reads and data from other sources for analysis, exportation, and inquiry or reporting. The platform provides applications and reporting capabilities.

#### A. Essential Package. The Essential Package of the Sensus Analytics Application shall consist of the following modules:

- i. Device Access
  - a. Allows search for meter details by using data imported from the billing system or the Sensus Device ID or AMI ID.
  - b. Allows a view of the meter interval or register reads.
  - c. Meter data is available to be copied, printed, or saved to certain user programs or file formats, specifically CSV, PDF, and Spreadsheet.
  - d. Allows the current and historical data to be viewed.
  - e. Allows the current usage to be compared to historical distribution averages.
  - f. Allows the user to see the meter location on a map view.
  - g. Allows notifications for an event on a single meter to be forwarded to a Customer employee.
  - h. Allows details to be viewed about a meter -- (dependent on the data integrated from other systems).
- ii. Meter Insight (provides the following)
  - a. # of active meters.
  - b. # of orphaned meters with drill down to the list of meters.
  - c. # of inactive meters with usage drill down to the list of meters.
  - d. # of stale meters with drill down to the list of meters.
  - e. # of almost stale meters with drill down to the list of meters.
  - f. # of meters where no read is available with drill down to the list of meters.
  - g. # of meters with maximum threshold exceptions with drill down to the list of meters.
  - h. # of meters with minimum threshold exceptions with drill down to the list of meters.
  - i. # of unknown radios with drill down to the list of meters.

- iii. Report Access
  - a. Allows the user to see meter alarms and choose a report from a list of standard reports.
  - b. Master Route Register Reads: Shows the latest reads for all meters within specified time window.
  - c. Meter Route Intervals Reads: Allows users to inspect intervals of a single meter over a period of time.
  - d. Master Route No Readings: List all meters that are active in the system, but have not been sending reads within the specified time window.
  - e. Consumption Report: List meters' consumption based on meter readings within the specified time window.
  - f. Zero Consumption for Period: List meters whose readings do not change over a period of time.
  - g. Negative Consumption: Shows the number of occurrences and readings of negative consumption for the last 24hr, 48hr and 72hr from the entered roll up date.
  - h. High Low Exception Report: Displays meters whose reads exceed minimum or/and maximum threshold, within a time range.
  - i. Consumption vs Previous Reported Read: Compares latest reading (from RNI) with last known read received from CIS.
  - j. Consumption Exception 24 hour Report: This report shows meters that satisfy these two conditions: (1) The daily average consumptions exceed entered daily consumption threshold; (2) The number of days when daily thresholds are exceeded are greater than the entered exception per day threshold.
  - k. Endpoint Details: Shows the current state of meters that are created within the specified time range.
  - l. Orphaned Meters: List meters that are marked as 'orphaned', which are created as of entered Created as of parameter.
  - m. Billing Request Mismatch: Displays meters in a billing request that have different AMR id with the ones sent by RNI. It also shows AMR id in billing request that have different meter id in the RNI. Users must enter which billing request file prior to running the report.
  - n. All Alarms Report: List all alarms occurred during a time window. Users can select which alarm to show.
- iv. Billing Access
  - a. Initiate the creation of billing export files formatted to the import needs of the billing system.
  - b. Receive billing request files from the billing system to identify what meters to include in the billing export file in the case where billing request file option is used.
  - c. Provides a repository of past billing files that were either used for billing preparation or actually sent to the billing system.
  - d. Will store created billing files for a period of three years unless otherwise denoted.
  - e. The system will allow creation of test files before export to the billing system.
- v. Billing Adaptor
  - a. The underlying configurator and tools mapping the extraction of billing data to enable integration to the utility's billing system.
- vi. Data Store
  - a. Allows storage of meter reading data including Intervals, Registers, and Alarms to be stored.
  - b. Stored data is available online for reports and analysis.
  - c. Data will be retained for 3 years. Additional duration can be purchased.

**B. Enhanced Package.** The Enhanced Package shall consist of the modules listed above in the Essential Package, as well as the following additional modules:

- i. Alarm Insight
  - a. Allows the user to summarize and filter alarms by a date range.
  - b. Allows the user to review all alarm types on a single screen.
  - c. The user can filter out the alarms not wanted on the screen.
  - d. Alarm totals can be visualized.
  - e. Adds a view of trending alarms over time.
  - f. Click to drill down on an alarm to gain more information on specific events.
  - g. Click to analyze a specific event on a particular device.
- ii. Alert Manager
  - a. Allows creation of alert groups who will be notified when an alarm occurs.
  - b. Users can manage alert groups by adding and removing group members.
  - c. Allows selection of notification method for how end users in the group will be notified; email or SMS (text message).
  - d. Allows creation of an alert from the available system events from smart points and assign to a group.
  - e. Monitors the systems meters for events. When an event is triggered, all users in the group will be notified.

**C. Sensus Analytics Customer Portal.** The Customer Portal (CP) is a cloud-based platform that aggregates data from several sources. The CP Package may consist of the following modules or widgets, provided Customer purchases access to the modules:

- i. Web Portal Standard Features
  - a. Self-serve sign up and account/password management
  - b. Dynamic sizing to work on most standard browsers
  - c. Customizable logo and backdrop images
  - d. Capable of supporting multiple languages (Spanish and English standard)
  - e. Provides links to bill payment and support web locations. (Single Sign On access is not standard)
  - f. Supports multiple accounts and multiple meters
  - g. Supports multiple Units of Measure (UoM)
  - h. Exportable data
  - i. Alerts and Notifications that can be delivered to the customers' points of contact
  - j. Support for multiple alert recipients
  - k. Admin Management of Widgets Displayed
- ii. Web Portal Additional Features
  - a. Single Sign: Integration to other web services in a manner that does not require the user to login multiple times
  - b. Water usage down to 15 minute intervals.
  - c. Presentation of Tier Limits and Tier Alerts

- iii. Dashboard Page Widgets
  - a. Current Billing Cycle View Widget: Allows the customer to view how much water they have used since the billing cycle has started.
  - b. Alerts: Shows the alerts created by meters or usage alerts
  - c. Notifications: Allows messages to be sent to customers by the Utility – Sent via Text, Email or presented on the Portal
  - d. Billing Cycle Threshold: Shows users progress toward Billing Cycle Usage Target set as an alert
- iv. Add-on Dashboard Widgets
  - a. Watering Schedule: Presents data regarding the days and times that the account can use outdoor water
  - b. Bill Estimator: Provides an estimate of the cost of the water used in the billing cycle.
  - c. Sandbox: Provides a widget space for the utility to place documents, links, and videos. (up to 100Mb)
- v. Usage Details Features
  - a. Consumption in various time periods
  - b. Exportable to other file formats
  - c. Temperature and Rainfall data
- vi. Meters Features
  - a. Meter information including Meter #, address, current reading,
  - b. Meter Nicknames
- vii. Meter Tab Additional Features
  - a. Google Maps view of meter location (Location data provided by Utility)
- viii. Settings – Usage Alerts (per meter)
  - a. Billing Cycle Usage Alert
  - b. Daily Usage Alert
  - c. Vacation Alerts
- ix. Settings – Usage Alerts Additional Features
  - a. Tier Alerts
- x. Alert Recipients Features
  - a. Editable selection of alerts to receive
  - b. Additional Recipient management
- xi. User Settings Features
  - a. Change of email address
  - b. Customer management of points of contact
  - c. Customer capability to add additional accounts
  - d. Customer password management (Self-serve)

**D. Integration of Sensus Analytics.** Sensus shall provide integration support services to Customer only to the extent specifically provided below:

- i. Sensus shall provide Customer with a simple flat file specification known as VFlex for the integration of the Customer's back office system to the Sensus Analytics modules. The VFlex shall contain the following types of information: Device Ids, end users in the system, end user status, end user account information, end user name, and other end user details. This flat file may be delimited or fixed width. Customer shall produce this file and transmit it to the FTP location designated by Sensus. When sent to the Sensus FTP servers, this file exchange will enable the system to become operational with the Customer's systems. Customer shall produce this file and transmit it to the FTP location designated by Sensus. Sensus will provide reasonable support to explain to Customer the required vs. optional fields that are in the specification, testing and validation of the file format and content.
- ii. In scope and included integration efforts: kick-off meeting to engage all required parties, mapping the Customer's fields to the VFlex specification, validation of expected output, and a two (2) hour system review of Sensus Analytics application and integration with the Customer's system (conducted remotely).
- iii. Out of scope and subject to additional charges will be the transformation of data where business logic including code must be written to modify the field content or format of the data to meet the VFlex specification.
- iv. Sensus' integration services consist of four (4) hours of assistance (remote or on-site, as determined by Sensus). If additional time is needed to complete the integration efforts, Sensus shall invoice Customer for additional fees on an actual time and materials basis.
- v. If an item is not listed in subparagraphs (i) or (ii) above, such item is excluded from the integration of Sensus Analytics Support and is subject to additional pricing.
- vi. Data Import. The Sensus Analytics Application contains adapters for the import of data from: (a) Customer's FlexNet AMI System; and/or (b) AutoRead application for handheld and drive by systems, as applicable.
- vii. Customer Acknowledgements.
  - a. Customer acknowledges that the Sensus Analytics Application provides up to fifty (50) user logins for Customer's use.
  - b. Customer acknowledges and agrees the Sensus Analytics Application is based upon the actual number of End Users within Customer's Service Territory. Pricing may increase if Customer's Service Territory or actual number of End Users expands.
  - c. Customer acknowledges that all data related to the Sensus Analytics Applications is geographically hosted within the United States of America. Customer accepts the geographic location of such hosting, and indemnifies Sensus for any claims resulting therefrom.
  - d. Customer acknowledges and agrees that the Intellectual Property provisions of this Agreement apply in all respects to Customer's access to and use of the Sensus Analytics Applications.
  - e. Customer is responsible for validating the data analyzed by the Sensus Analytics Applications. Sensus makes no promises of improving Customer's operations or saving Customer money, nor is Sensus liable for any damages resulting from decisions made by Customer related to Customer's use of Sensus Analytics.

**4. Third Party Software.**

**A. RedHat Linux.** If Sensus is providing Customer with a license to use RedHat Linux Software, Customer agrees to the following:

By entering into this Agreement, Customer agrees to abide by and to be legally bound by the terms and conditions of the Red Hat End User License Agreements identified below, each of which are incorporated into this Agreement by reference and are available at the websites identified below. Please read the Red Hat End User License Agreements and incorporated references carefully.

Subscription:	End User License Agreement:
Red Hat Enterprise Linux	<a href="http://www.redhat.com/licenses/rhel_rha_eula.html">http://www.redhat.com/licenses/rhel_rha_eula.html</a>



**Exhibit B**  
**Technical Support**

**1. Introduction**

Sensus Technical Services provides utility customers with a single point of contact for Tier 1 support of technical issues as well as any coordination of additional resources required to resolve the issue. Requests that require specialized skills are to be forwarded to a senior support engineer or Technical Advisor within the team for further analysis. If Technical Services has exhausted all troubleshooting efforts for the product type, the issue will escalate to the Engineering Support Team. Occasionally, on-site troubleshooting/analysis may be required. The preferred order of on-site support is:

- a) The Customer (for assistance with the easiest and lowest time-consuming activities such as power on/power off).
- b) The local distributor.
- c) Sensus employees or contracted personnel, if required to fulfill a contract commitment.

**2. Support Categories**

- 2.1. General questions regarding functionality, use of product, how-to, and requests for assistance on Sensus AMR, AMI, RF Network Equipment, Metering Products, Sensus Lighting Control, and Demand Response Management System (FlexNet Home).
- 2.2. Proactive reporting and resolution of problems.
- 2.3. Reactive reporting to isolate, document, and solve reported hardware/software defects.
- 2.4. Responding to service requests and product changes.
- 2.5. Addressing customer inquiries with printed or electronic documentation, examples, or additional explanation/clarification.

**3. Support Hours**

- 3.1. Standard Support Hours: Toll-free telephone support (1-800-638-3748 option #2) is available Monday thru Friday from 8:00 a.m. EST to 8:00 p.m. EST. After-hours, holiday and weekend support for Severity 1 and Severity 2 Issues is available by calling 1-800-638-3748, option #8.

**4. Support Procedures**

- 4.1. Customer identifies an issue or potential problem and calls Technical Services at 1-800-638-3748 Option #2. The Customer Service Associate or Technical Support Engineer will submit a Salesforce ticket.

- 4.2. The Customer Service Associate or Technical Support Engineer will identify the caller name and utility by the assigned software serial number, city, and state based on where the call originated. The Customer Service Associate or Technical Support Engineer will require a brief description of the problem symptoms, or error messages depending on nature of the incident. The nature of the problem and severity levels will be mutually agreed upon by both parties (either at the time the issue is entered or prior to upgrading or downgrading an existing issue) using the severity definitions below as a guideline. The severity level is then captured into Salesforce for ticket creation and resolution processing. Any time during the processing of this ticket, if the severity level is changed by Sensus, the customer will be updated.

**A. Severity Levels Description:**

**Sev1** Customer's production system is down. The system is unusable resulting in total disruption of work. No workaround is available and requires immediate attention.

Example: Network mass outage, all reading collection devices inoperable, inoperable head end software (e.g., FlexWare, Sensus MDM). Not able to generate billing files.

**Sev2** Major system feature/function failure. Operations are severely restricted; there is a major disruption of work, no acceptable work-around is available, and failure requires immediate attention.

Examples: Network equipment failure (e.g., FlexNet Echo, FlexNet Remote, Base Station transceiver, or VGB); inoperable reading devices (e.g., AR5500, VXU, VGB, or CommandLink); head end software application has important functionality not working and cannot create export file for billing system operations.

**Sev3** The system is usable and the issue doesn't affect critical overall operation.

Example: Minor network equipment failure (e.g., Echo/Remote false alarms or Base Station transceiver false alarms); head end software application operable but reports are not running properly, modification of view or some non-critical function of the software is not running.

- 4.3. The Customer Service Associate or Technical Support Engineer identifies whether or not the customer is on support. If the customer is not on support, the customer is advised of the service options as well as any applicable charges that may be billed.

- 4.4. Calls are placed in a queue from which they are accessible to Technical Support Engineers on a first-come-first-served basis. A 1st level Customer Service Associate may assist the customer, depending on the difficulty of the call and the representative's technical knowledge. Technical Support Engineers (Tier 1 support) typically respond/resolve the majority of calls based on their product knowledge and experience. A call history for the particular account is researched to note any existing pattern or if the call is a new report. This research provides the representative a basis and understanding of the account as well as any associated problems and/or resolutions that have been communicated.

- a. Technical Services confirms that there is an issue or problem that needs further analysis to determine its cause. The following information must be collected: a detailed description of the issue's symptoms, details on the software/hardware product and version, a description of the environment in which the issue arises, and a list of any corrective action already taken.
- b. Technical Services will check the internal database and product defect tracking system, to see if reports of a similar problem exist, and if any working solutions were provided. If an existing resolution is found that will address the reported issue, it shall be communicated to the customer. Once it is confirmed that the issue has been resolved, the ticket is closed.
- c. If there is no known defect or support that defines the behavior, Technical Services will work with the customer to reproduce the issue. If the issue can be reproduced, either at the customer site or within support center test lab, Technical Services will escalate the ticket for further investigation / resolution.

If the issue involves units that are considered to be defective with no known reason, the representative will open a Special Investigation RMA through the Salesforce system. If it is determined that a sample is required for further analysis, the customer will be provided with instructions that detail where to send the product sample(s) for a root cause analysis. Once it is determined that the issue cannot be resolved by Tier 1 resources, the ticket will be escalated to Tier 2 support for confirmation/workarounds to resolve immediate issue. Technical Services will immediately contact the customer to advise of the escalation. The response and escalation times are listed in Section 5. At this time, screen shots, log files, configuration files, and database backups will be created and attached to the ticket.

**5. Response and Resolution Targets.**

Sensus Technical Support will make every reasonable effort to meet the following response and resolution targets:

Severity	Standard Target Response	Standard Target Resolution	Resolution (one or more of the following)
1	30 Minutes	Immediately assign trained and qualified Services Staff to correct the error on an expedited basis. Provide ongoing communication on the status of a correction (24 hours).	<ul style="list-style-type: none"> <li>• Satisfactory workaround is provided.</li> <li>• Program patch is provided.</li> <li>• Fix incorporated into future release.</li> <li>• Fix or workaround incorporated into Salesforce Knowledge Base.</li> </ul>
2	4 hours	Assign trained and qualified Services Staff to correct the error. Provide communication as updates occur (48 hours).	<ul style="list-style-type: none"> <li>• Satisfactory workaround is provided.</li> <li>• Program patch is provided.</li> <li>• Fix incorporated into future release.</li> <li>• Fix or workaround incorporated into Salesforce Knowledge Base.</li> </ul>
3	1 Business Day	30 business days	<ul style="list-style-type: none"> <li>• Answer to question is provided.</li> <li>• Satisfactory workaround is provided.</li> <li>• Fix or workaround incorporated into Salesforce Knowledge Base.</li> <li>• Fix incorporated into future release.</li> </ul>

6. Problem Escalation Process.

6.1. If the normal support process does not produce the desired results, or if the severity has changed, the issue may be escalated as follows to a higher level of authority.

6.1.1.1. Severity 1 issues are escalated by Sales or Technical Services to a Supervisor if not resolved within 2 hours; to the Manager level if not resolved within 4 hours; to the Director level if not resolved within the same business day; and to the VP level if not resolved within 24 hours.

6.1.1.2. A customer may escalate an issue by calling 1-800-638-3748, Option 2. Please specify the Salesforce ticket number and the reason why the issue is being escalated.

6.1.1.3. In the event that a customer is not satisfied with the level of support or continual problem with their products, they may escalate a given Salesforce ticket to Manager of Technical Services (1-800-638-3748, Option 2).

7. General Support Provisions and Exclusions.

7.1. Sensus provides online documentation for Sensus products, and all Sensus customers are provided access to this online database, which includes operation, configuration and technical manuals. The customer shall provide names and email accounts to Sensus so Sensus may provide access to the product documentation.

7.2. Specialized support from Sensus is available on a fee basis to address support issues outside the scope of this support plan or if not covered under another specific contract or statement of work. For example: specialized systems integration services or out of warranty network equipment repair.

# Sensus Limited Warranty

## I. General Product Coverage

Sensus USA Inc. ("Sensus") warrants its products and parts to be free from defects in material and workmanship for one (1) year from the date of Sensus shipment and as set forth below. All products are sold to customer ("Customer") pursuant to Sensus' Terms of Sale, available at: [sensus.com/TC](http://sensus.com/TC) ("Terms of Sale").

### II. SR II<sup>®</sup> and accuSTREAM™ 5/8", 3/4" & 1" Meters...

are warranted to perform to AWWA New Meter Accuracy Standards for five (5) years from the date of Sensus shipment or until the registration shown below, whichever occurs first. Sensus further warrants that the SR II and accuSTREAM meters will perform to at least AWWA Repaired Meter Accuracy Standards for fifteen (15) years from the date of Sensus shipment or until the registration shown below, whichever occurs first:

	New Meter Accuracy	Repair Meter Accuracy
5/8" SR II Meter and accuSTREAM Meter	500,000 gallons	1,500,000 gallons
3/4" SR II Meter and accuSTREAM Meter	750,000 gallons	2,250,000 gallons
1" SR II Meter and accuSTREAM Meter	1,000,000 gallons	3,000,000 gallons

### III. SR<sup>®</sup> 5/8", 3/4" & 1" Meters...

are warranted to perform to AWWA New Meter Accuracy Standards for one (1) year from the date of Sensus shipment. Sensus further warrants that the 5/8", 3/4" and 1" SR meter will perform to at least AWWA Repaired Meter Accuracy Standards for fifteen (15) years from the date of Sensus shipment or until the registration shown below, whichever occurs first:

	Repair Meter Accuracy
5/8" SR Meter	1,500,000 gallons
3/4" SR Meter	2,250,000 gallons
1" SR Meter	3,000,000 gallons

### IV. SR 1-1/2" & 2"...

are warranted to perform to AWWA New Meter Accuracy Standards for one (1) year from the date of Sensus shipment. Sensus further warrants that the 1-1/2" and 2" SR meter will perform to at least AWWA Repaired Meter Accuracy Standards for ten (10) years from the date of Sensus shipment or until the registration shown below, whichever occurs first:

	Repair Meter Accuracy
1-1/2" SR	5,000,000 gallons
2" SR	8,000,000 gallons

### V. PMM<sup>®</sup> 5/8", 3/4", 1" Meters...

are warranted to perform to AWWA New Meter Accuracy Standards for one (1) year from the date of Sensus shipment. Sensus further warrants that the 5/8", 3/4", and 1" PMM meter will perform to at least AWWA Repaired Meter Accuracy Standards for fifteen (15) years from the date of Sensus shipment or until the registration shown below, whichever occurs first:

	Repair Meter Accuracy
5/8" PMM	1,500,000 gallons
3/4" PMM	2,000,000 gallons
1" PMM	3,000,000 gallons

### VI. PMM 1-1/2", 2" Meters...

are warranted to perform to AWWA New Meter Accuracy Standards for one (1) year from the date of Sensus shipment. Sensus further warrants that the 1-1/2", and 2" PMM meter will perform to at least AWWA Repaired Meter Accuracy Standards for ten (10) years from the date of Sensus shipment or until the registration shown below, whichever occurs first:

	Repair Meter Accuracy
1-1/2" PMM	5,000,000 gallons
2" PMM	8,000,000 gallons

### VII. IPERL™ Water Management Systems...

that register water flow are warranted to perform to the accuracy levels set forth in the IPERL Water Management System Data Sheet available at [sensus.com/iperl/datasheet](http://sensus.com/iperl/datasheet) or by request from 1-800-METER-IT, for twenty (20) years from the date of Sensus shipment. The IPERL System warranty does not include the external housing.

### VIII. Malcase...

of the SR, SR II and PMM in both standard and low lead alloy meters are warranted to be free from defects in material and workmanship for twenty-five (25) years from the date of Sensus shipment. Composite and E-coated malcases will be free from defects in material and workmanship for fifteen (15) years from the date of Sensus shipment.

### IX. Sensus "W" Series Turbo Meters, OMNI™ Meters and Propeller Meters...

are warranted to perform to AWWA New Meter Accuracy Standards for one (1) year from the date of Sensus shipment.

### X. Sensus accuMAG™ Meters...

are warranted to be free from defects in material and workmanship, under normal use and service, for 18 months from the date of Sensus shipment or 12 months from startup, whichever occurs first.

### XI. Sensus Registers...

are warranted to be free from defects in material and workmanship from the date of Sensus shipment for the periods stated below or until the applicable registration for AWWA Repaired Meter Accuracy Standards, as set forth above, are surpassed, whichever occurs first:

5/8" thru 2" SR, SR II, PMM, accuSTREAM Standard Registers	25 years
5/8" thru 2" SR, SR II, PMM, accuSTREAM Encoder Registers	10 years
Electronic Communication Index (ECI)	10 years
All HSPU, IMP Contactor, R.E.R. Elec. ROFI	1 year
Standard and Encoder Registers for "W" Turbo and Propeller Meters	1 year
OMNI Register with Battery	10 years

### XII. Sensus Electric Meters...

are warranted to be free from defects in material and workmanship for one (1) year from the date of Sensus shipment. Spare parts and components are warranted to be free from defects in material and workmanship for one (1) year from the date of Sensus shipment.

Repaired or refurbished equipment repaired by Sensus is warranted to be free from defects in material and workmanship for ninety (90) days from the date of Sensus shipment or for the time remaining on the original warranty period, whichever is longer.

### XIII. Batteries, IPERL System Components, AMR and FlexNet™ System AMI Interface Devices...

are warranted to be free from defects in material and workmanship from the date of Sensus shipment for the period stated below:

Electronic TouchPad	10 years
RadioRead <sup>®</sup> MXU (Model 505C, 510R or 520R) and Batteries	20 years*
Act-Pak <sup>®</sup> Instrumentation	1 year
TouchRead <sup>®</sup> Coupler and AMR Equipment	1 year
FlexNet Water or Gas SmartPoint™ Modules and Batteries	20 years*
5500 series (or older) Hand Held Device	1 year
6500 series Hand Held Device	2 years
Vehicle Gateway Base Station	1 year
FlexNet Base Station (including the Metro and M400 base stations)	1 year
Echo Transceiver	1 year
Remote Transceiver	1 year
iConA and FlexNet Electricity SmartPoint Modula	1 year
IPERL System Battery and IPERL System Components	20 years*
Residential Electronic Register	20 years*
Smart Gateway	1 year

\* Sensus will repair or replace non-performing:

- RadioRead<sup>®</sup> MXU (Model 505C, 510R and 520R) and Batteries,
- FlexNet Water or Gas SmartPoint Modules (configured to the factory setting of six transmissions per day under normal system operation of up to one demand read to each SmartPoint Module per month and up to two firmware downloads during the life of the product) and batteries,
- Residential Electronic Register with hourly reads, and
- IPERL System Batteries, and/or the IPERL System flowtube, the flow sensing and data processing assemblies, and the register ("IPERL System Components") with hourly reads

at no cost for the first ten (10) years from the date of Sensus shipment, and for the remaining ten (10) years, at a prorated percentage, applied towards the published list prices in effect for the year product is accepted by Sensus under warranty conditions according to the following schedule:

Years	Replacement Price	Years	Replacement Price
1 - 10	0%	16	55%
11	30%	17	60%
12	35%	18	65%
13	40%	19	70%
14	45%	20	75%
15	50%	>20	100%

Note: Software supplied and licensed by Sensus is warranted according to the terms of the applicable software license agreement. Sensus warrants that network and monitoring services shall be performed in a professional and workmanlike manner.

### XIV. Return...

Sensus' obligation, and Customer's exclusive remedy, under this Sensus Limited Warranty is, at Sensus' option, to either (1) repair or replace the product, provided the Customer (a)



returns the product to the location designated by Sensus within the warranty period; and (b) prepays the freight costs both to and from such location; or (ii) deliver replacement components to the Customer, provided the Customer installs, at its cost, such components in or on the product (as instructed by Sensus), provided, that if Sensus requests, the Customer (a) returns the product to the location designated by Sensus within the warranty period; and (b) prepays the freight costs both to and from such location. In all cases, if Customer does not return the product within the time period designated by Sensus, Sensus will invoice, and Customer will pay within thirty days of the invoice date, for the cost of the replacement product and/or components.

The return of products for warranty claims must follow Sensus' Returned Materials Authorization (RMA) procedures. Water meter returns must include documentation of the Customer's test results. Test results must be obtained according to AWWA standards and must specify the meter serial number. The test results will not be valid if the meter is found to contain foreign materials. If Customer chooses not to test a Sensus water meter prior to returning it to Sensus, Sensus will repair or replace the meter, at Sensus' option, after the meter has been tested by Sensus. The Customer will be charged Sensus' then current testing fee. Sensus SmartPoints modules and MXU's returned must be affixed with a completed return evaluation label. For all returns, Sensus reserves the right to request meter reading records by serial number to validate warranty claims.

For products that have become discontinued or obsolete ("Obsolete Product"), Sensus may, at its discretion, replace such Obsolete Product with a different product model ("New Product"), provided that the New Product has substantially similar features as the Obsolete Product. The New Product shall be warranted as set forth in this Sensus Limited Warranty.

THIS SECTION XIV SETS FORTH CUSTOMER'S SOLE REMEDY FOR THE FAILURE OF THE PRODUCTS, SERVICES OR LICENSED SOFTWARE TO CONFORM TO THEIR RESPECTIVE WARRANTIES.

#### XV. Warranty Exceptions and No Implied Warranties...

This Sensus Limited Warranty does not include costs for removal or installation of products, or costs for replacement labor or materials, which are the responsibility of the Customer. The warranties in this Sensus Limited Warranty do not apply to goods that have been: installed improperly or in non-recommended installations; installed to a socket that is not functional, or is not in safe operating condition, or is damaged, or is in need of repair; tampered with; modified or repaired with parts or assemblies not certified in writing by Sensus, including without limitation, communication parts and assemblies; improperly modified or repaired (including as a result of modifications required by Sensus); converted; altered; damaged; read by equipment not approved by Sensus; for water meters, used with substances other than water, used with non-potable water, or used with water that contains dirt, debris, deposits, or other impurities; subjected to misuse, improper storage, improper care, improper maintenance, or improper periodic testing (collectively, "Exceptions"). If Sensus identifies any Exceptions during examination, troubleshooting or performing any type of support on behalf of Customer, then Customer shall pay for and/or reimburse Sensus for all expenses incurred by Sensus in examining, troubleshooting, performing support activities, repairing or replacing any Equipment that satisfies any of the Exceptions defined above. The above warranties do not apply in the event of Force Majeure, as defined in the Terms of Sale.

THE WARRANTIES SET FORTH IN THIS SENSUS LIMITED WARRANTY ARE THE ONLY WARRANTIES GIVEN WITH RESPECT TO THE GOODS, SOFTWARE LICENSES AND SERVICES SOLD OR OTHERWISE PROVIDED BY SENSUS. SENSUS EXPRESSLY DISCLAIMS ANY AND ALL OTHER REPRESENTATIONS, WARRANTIES, CONDITIONS, EXPRESSED, IMPLIED, STATUTORY OR OTHERWISE, REGARDING ANY MATTER IN CONNECTION WITH THIS SENSUS LIMITED WARRANTY OR WITH THE TERMS OF SALE, INCLUDING WITHOUT LIMITATION, WARRANTIES AS TO FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, NON-INFRINGEMENT AND TITLE.

SENSUS ASSUMES NO LIABILITY FOR COSTS OR EXPENSES ASSOCIATED WITH LOST REVENUE OR WITH THE REMOVAL OR INSTALLATION OF EQUIPMENT. THE FOREGOING REMEDIES ARE CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES FOR THE FAILURE OF EQUIPMENT, LICENSED SOFTWARE OR SERVICES TO CONFORM TO THEIR RESPECTIVE WARRANTIES.

#### XVI. Limitation of Liability...

SENSUS' AGGREGATE LIABILITY IN ANY AND ALL CAUSES OF ACTION ARISING UNDER, OUT OF OR IN RELATION TO THIS AGREEMENT, ITS NEGOTIATION, PERFORMANCE, BREACH OR TERMINATION (COLLECTIVELY "CAUSES OF ACTION") SHALL NOT EXCEED THE TOTAL AMOUNT PAID BY CUSTOMER TO SENSUS UNDER THIS AGREEMENT. THIS IS SO WHETHER THE CAUSES OF ACTION ARE IN TORT, INCLUDING, WITHOUT LIMITATION, NEGLIGENCE OR STRICT LIABILITY, IN CONTRACT, UNDER STATUTE OR OTHERWISE.

AS A SEPARATE AND INDEPENDENT LIMITATION ON LIABILITY, SENSUS' LIABILITY SHALL BE LIMITED TO DIRECT DAMAGES. SENSUS SHALL NOT BE LIABLE FOR: (I) ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; NOR (II) ANY REVENUE OR PROFITS LOST BY CUSTOMER OR ITS AFFILIATES FROM ANY END USER(S), IRRESPECTIVE OF WHETHER SUCH LOST REVENUE OR PROFITS IS CATEGORIZED AS DIRECT DAMAGES OR OTHERWISE; NOR (III) ANY IN/OUT COSTS; NOR (IV) MANUAL METER READ COSTS AND EXPENSES; NOR (V) DAMAGES ARISING FROM MAINCASE OR BOTTOM PLATE BREAKAGE CAUSED BY FREEZING TEMPERATURES, WATER HAMMER CONDITIONS, OR EXCESSIVE WATER PRESSURE. "IN/OUT COSTS" MEANS ANY COSTS AND EXPENSES INCURRED BY CUSTOMER IN TRANSPORTING GOODS BETWEEN ITS WAREHOUSE AND ITS END USER'S PREMISES AND ANY COSTS AND EXPENSES INCURRED BY CUSTOMER IN INSTALLING, UNINSTALLING AND

REMOVING GOODS. "END USER" MEANS ANY END USER OF ELECTRICITY/WATER/GAS THAT PAYS CUSTOMER FOR THE CONSUMPTION OF ELECTRICITY/WATER/GAS, AS APPLICABLE.

The limitations on liability set forth in this Agreement are fundamental inducements to Sensus entering into this Agreement. They apply unconditionally and in all respects. They are to be interpreted broadly so as to give Sensus the maximum protection permitted under law.

To the maximum extent permitted by law, no Cause of Action may be instituted by Customer against Sensus more than TWELVE (12) MONTHS after the Cause of Action first arose. In the calculation of any damages in any Cause of Action, no damages incurred more than TWELVE (12) MONTHS prior to the filing of the Cause of Action shall be recoverable.

# Sensus Limited Warranty

1. **General Product Coverage.** Unless otherwise provided herein, Sensus USA Inc. ("Sensus") warrants its products and parts to be free from defects in material and workmanship for one (1) year from the date of Sensus shipment and as set forth below. All products are sold to customer ("Customer") pursuant to Sensus' Terms of Sale, available at: [sensus.com/TC](http://sensus.com/TC) ("Terms of Sale").

2. SR II<sup>®</sup> and accuSTREAM™ 5/8", 3/4" & 1" Meters are warranted to perform to AWWA New Meter Accuracy Standards for five (5) years from the date of Sensus shipment or until the registration shown below, whichever occurs first. Sensus further warrants that the SR II and accuSTREAM meters will perform to at least AWWA Repaired Meter Accuracy Standards for fifteen (15) years from the date of Sensus shipment or until the registration shown below, whichever occurs first:

	New Meter Accuracy	Repair Meter Accuracy
5/8" SR II Meter and accuSTREAM Meter	500,000 gallons	1,500,000 gallons
3/4" SR II Meter and accuSTREAM Meter	750,000 gallons	2,250,000 gallons
1" SR II Meter and accuSTREAM Meter	1,000,000 gallons	3,000,000 gallons

3. ally<sup>®</sup> Meters that register water flow are warranted to perform to the accuracy level set forth in the ally Data Sheet available at [sensus.com/ally/datasheet](http://sensus.com/ally/datasheet) for fifteen (15) years from the Date of Installation, but no longer than sixteen (16) years from date of manufacture, not including the meter's sensors, valve, and gear motor, which are warranted under different terms described below. As used herein, "Date of Installation" means the date after which the ally Meter has been out of empty pipe for seven (7) consecutive days, as those days are measured by the ally Meter and stored in the meter's nonvolatile memory.

4. IPERL<sup>®</sup> Meters that register water flow are warranted to perform to the accuracy levels set forth in the IPERL Data Sheet available at [sensus.com/iperl/datasheet](http://sensus.com/iperl/datasheet) or by request from 1-800-METER-IT, for twenty (20) years from the date of Sensus shipment. The IPERL System Component warranty does not include the external housing.

5. Malinca of the SR II in both standard and low lead alloy meters are warranted to be free from defects in material and workmanship for twenty-five (25) years from the date of Sensus shipment. Composite and E-coated malincas will be free from defects in material and workmanship for fifteen (15) years from the date of Sensus shipment.

6. Sensus OMNI™ Meters and Propeller Meters are warranted to perform to AWWA New Meter Accuracy Standards for one (1) year from the date of Sensus shipment.

7. Sensus accuMAG™ Meters are warranted to be free from defects in material and workmanship, under normal use and service, for 18 months from the date of Sensus shipment or 12 months from startup, whichever occurs first.

8. Sensus Registers are warranted to be free from defects in material and workmanship from the date of Sensus shipment for the periods stated below or until the applicable registration for AWWA Repaired Meter Accuracy Standards, as set forth above, are surpassed, whichever occurs first:

5/8" thru 2" SR II, accuSTREAM Standard Registers	25 years
5/8" thru 2" SR II, accuSTREAM Encoder Registers	10 years
All HSPU, IMP Contactor, R.E.R. Elec. ROFI	1 year
Standard and Encoder Registers for Propeller Meters	1 year
OMNI Register with Battery	10 years

9. Sensus Electric and Gas Meters are warranted pursuant to the General Limited Warranty available at [sensus.com/TC](http://sensus.com/TC).

10. Batteries, IPERL System Components, AMR and FloxNet<sup>®</sup> Communication Network AMI Interface Devices are warranted to be free from defects in material and workmanship from the date of Sensus shipment for the period stated below:

Electronic TouchPad	10 years
Act-Pak <sup>®</sup> Remote Monitoring Instruments	1 year
Gas SmartPoint <sup>®</sup> Modules and Batteries	20 years <sup>1</sup>
6500 series Hand-Held Device	2 years
Vehicle Gateway Base Station (VGB) and other AMR Equipment	1 year
FlexNet Base Station (including the R100NA and M400 products)	1 year
IPERL System Battery and IPERL System Components	20 years <sup>2</sup>
Sensus <sup>®</sup> Electronic Register+™	20 years <sup>1</sup>
Sensus <sup>®</sup> Smart Gateway Sensor Interface	1 year
SmartPoint <sup>®</sup> 510M/520M Modules and Batteries	20 years <sup>4</sup>

Footnote 1: Sensus will repair or replace non-performing:

- Gas SmartPoint Modules (configured to the factory setting of six transmissions per day under normal system operation of up to one demand read to each SmartPoint Module per month and up to five firmware downloads during the life of the product) and batteries;
- Sensus Electronic Register+™ with hourly reads

for the first ten (10) years from the date of Sensus shipment, and for the remaining ten (10) years, at a prorated percentage, applied towards the published list prices in effect for the year product is accepted by Sensus under warranty conditions according to the following schedule:

Years	Replacement Price	Years	Replacement Price
1 - 10	0%	16	55%
11	30%	17	60%
12	35%	18	65%
13	40%	19	70%
14	45%	20	75%
15	50%	>20	100%

Footnote 2: Sensus will repair or replace non-performing:

- IPERL System Batteries, and/or the IPERL System flowtube, the flow sensing and data processing assemblies, and the register ("IPERL System Components") with hourly reads
- SmartPoint 510M/520M Modules (configured to the factory setting of six transmissions per day under normal system operation of up to one demand read to each SmartPoint Module per month and up to five firmware downloads during the life of the product) and batteries, unless the SmartPoint 510M/520M Module is ever paired with an ally Meter, which event immediately amends the warranty terms to those described in Section 11;

at no cost for the first fifteen (15) years from the date of Sensus shipment, and for the remaining five (5) years at a prorated percentage, applied towards the published list price in effect for the year the product is accepted by Sensus under the warranty conditions according to the following schedule:

Years	Replacement Price
1 - 15	0%
16	30%
17	40%
18	50%
19	60%
20	70%
>20	100%

11. ally<sup>®</sup> Meter Batteries and Components, including SmartPoint 510M/520M Modules are warranted to be free from defects in material and workmanship from the Date of Installation, as defined in Section 3, for the period stated below:

Batteries	15 years <sup>3</sup>
Sensors	5 years
Valve & Gear Motor	5 years <sup>4</sup>
SmartPoint 510M/520M Modules and Batteries in service w/ally	15 years <sup>3</sup>

Footnote 3: If applicable, any SmartPoint 510M/520M Modules ever paired with an ally Meter are warranted with the following limitations:

- When configured to the default installation setting of six transmissions of metrology and pressure per day and one update of temperature per day, the SmartPoint is warranted to perform up to five (5) firmware upgrades for the ally Meter;
- 2500 Operational Commands, where "Operational Commands" include on demand reads (such as consumption, pressure, temperature), an ally valve command, or a configuration command; and
- 15 Diagnostic Commands, which includes two-way communications tests and installations

for the first ten (10) years from Date of Installation at no cost. For the remaining five (5) years, Customer will pay the reduced Replacement Price of the then-current list price in effect at the time the product is accepted for return in accordance with the following schedule:

Years	Replacement Price	Years	Replacement Price
1 - 10	0%	14	65%
11	35%	15	75%
12	45%	>15	100%
13	55%		

Footnote 4: Notwithstanding the foregoing, valve and gear motor components of ally Meters are not warranted beyond two thousand (2000) Valve State Operations, even if the warranty period provided herein has not yet expired. As used herein, "Valve State Operations" means adjustments of the Meter to open, close, or reduce flow.

12. IPERL and ally Connectors and Cables are warranted to be free from defects in materials and workmanship, under normal use and service, for ten (10) years from the date of Sensus shipment. Nicor or Iron connectors included with a Sensus product are warranted according to the terms for Third-Party Devices in Section 13.

13. Third-Party Devices are warranted to be free from defects in materials and workmanship, under normal use and service, for one (1) year from the date of Sensus shipment. As used in this Sensus Limited Warranty, "Third Party Devices" means any product, device, or component part used with a Sensus product that is manufactured or sold by any party that is not Sensus. Failure of a Third Party Device which subsequently causes failure to a Sensus device shall be the responsibility of the manufacturer of the Third Party Device.

14. Software. Software supplied and/or licensed by Sensus is supported according to the terms of the applicable software license or usage agreement. Sensus warrants that any network and monitoring services shall be performed in a professional and workmanlike manner.

15. Return. Sensus' obligation, and Customer's exclusive remedy, under this Sensus Limited Warranty is, at Sensus' option, to either (i) repair or replace the product, provided the Customer (a) returns the product to the location designated by Sensus within the warranty period; and (b) prepays the freight costs both to and from such location; or (ii) deliver replacement components to the Customer, provided the Customer installs, at its cost, such components in or on the product (as instructed by Sensus), provided, that if Sensus requests, the Customer (a) returns the product to the location designated by Sensus within the warranty period; and (b) prepays the freight costs both to and from such location. In all cases, if Customer does not return the product within the time period designated by Sensus, Sensus will invoice, and Customer will pay within thirty days of the invoice date, for the cost of the replacement product and/or components.

The return of products for warranty claims must follow Sensus' Returned Materials Authorization (RMA) procedures. Water meter returns must include documentation of the Customer's test results. Test results must be obtained according to AWWA standards and must specify the meter serial number. The test results will not be valid if the meter is found to contain foreign materials. If Customer chooses not to test a Sensus water meter prior to returning it to Sensus, Sensus will repair or replace the meter, at Sensus' option, after the meter has been tested by Sensus. The Customer will be charged Sensus' then current testing fee. All product must be returned in accordance with the RMA process. For all returns, Sensus reserves the right to request meter reading records by serial number to validate warranty claims.

For products that have become discontinued or obsolete ("Obsolete Product"), Sensus may, at its discretion, replace such Obsolete Product with a different product model ("New Product"), provided that the New Product has substantially similar features as the Obsolete Product. The New Product shall be warranted as set forth in this Sensus Limited Warranty.

THIS SECTION 15 SETS FORTH CUSTOMER'S SOLE REMEDY FOR THE FAILURE OF THE PRODUCTS, SERVICES OR LICENSED SOFTWARE TO CONFORM TO THEIR RESPECTIVE WARRANTIES.

16. Warranty Exceptions and No Implied Warranties. This Sensus Limited Warranty does not include costs for removal or installation of products, or costs for replacement labor or materials, which are the responsibility of the Customer. The warranties in this Sensus Limited Warranty do not apply to goods that have been: installed improperly or in non-recommended installations; installed to a socket that is not functional, or is not in safe operating condition, or is damaged, or is in need of repair; tampered with; modified or repaired with parts or assemblies not certified in writing by Sensus, including without limitation, communication parts and assemblies; improperly modified or repaired (including as a result of modifications required by Sensus); converted; altered; damaged; read by equipment not approved by Sensus; for water meters, used with substances other than water, used with non-potable water, or used with water that contains dirt, debris, deposits, or other impurities; subjected to misuse, improper storage, improper care, improper maintenance, or improper periodic testing (collectively, "Exceptions."). If Sensus identifies any Exceptions during examination, troubleshooting or performing any type of support on behalf of Customer, then Customer shall pay for and/or reimburse Sensus for all expenses incurred by Sensus in examining, troubleshooting, performing support activities, repairing or replacing any Equipment that satisfies any of the Exceptions defined above. The above warranties do not apply in the event of Force Majeure, as defined in the Terms of Sale.

THE WARRANTIES SET FORTH IN THIS SENSUS LIMITED WARRANTY ARE THE ONLY WARRANTIES GIVEN WITH RESPECT TO THE GOODS, SOFTWARE, SOFTWARE LICENSES AND SERVICES SOLD OR OTHERWISE PROVIDED BY SENSUS. SENSUS EXPRESSLY DISCLAIMS ANY AND ALL OTHER REPRESENTATIONS, WARRANTIES, CONDITIONS, EXPRESSED, IMPLIED, STATUTORY OR OTHERWISE, REGARDING ANY MATTER IN CONNECTION WITH THIS SENSUS LIMITED WARRANTY OR WITH THE TERMS OF SALE, INCLUDING WITHOUT LIMITATION, WARRANTIES AS TO FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, NON-INFRINGEMENT AND TITLE.

SENSUS ASSUMES NO LIABILITY FOR COSTS OR EXPENSES ASSOCIATED WITH LOST REVENUE OR WITH THE REMOVAL OR INSTALLATION OF EQUIPMENT. THE FOREGOING REMEDIES ARE CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES FOR THE FAILURE OF EQUIPMENT, LICENSED SOFTWARE OR SOFTWARE SERVICES, AND OTHER SERVICES TO CONFORM TO THEIR RESPECTIVE WARRANTIES.

17. Limitation of Liability. SENSUS' AGGREGATE LIABILITY IN ANY AND ALL CAUSES OF ACTION ARISING UNDER, OUT OF OR IN RELATION TO THIS AGREEMENT, ITS NEGOTIATION, PERFORMANCE, BREACH OR TERMINATION (COLLECTIVELY "CAUSES OF ACTION") SHALL NOT EXCEED THE TOTAL AMOUNT PAID BY CUSTOMER TO SENSUS UNDER THIS AGREEMENT. THIS IS SO WHETHER THE CAUSES OF ACTION ARE IN TORT, INCLUDING, WITHOUT LIMITATION, NEGLIGENCE OR STRICT LIABILITY, IN CONTRACT, UNDER STATUTE OR OTHERWISE.

AS A SEPARATE AND INDEPENDENT LIMITATION ON LIABILITY, SENSUS' LIABILITY SHALL BE LIMITED TO DIRECT DAMAGES. SENSUS SHALL NOT BE LIABLE FOR: (i) ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; NOR (ii) ANY REVENUE OR PROFITS LOST BY CUSTOMER OR ITS AFFILIATES FROM ANY END USER(S), IRRESPECTIVE OF WHETHER SUCH LOST REVENUE OR PROFITS IS CATEGORIZED AS DIRECT DAMAGES OR OTHERWISE; NOR (iii) ANY IN/OUT COSTS; NOR (iv) MANUAL METER READ COSTS AND EXPENSES; NOR (v) DAMAGES ARISING FROM MAINCASE OR BOTTOM PLATE

BREAKAGE CAUSED BY FREEZING TEMPERATURES, WATER HAMMER CONDITIONS, OR EXCESSIVE WATER PRESSURE. "IN/OUT COSTS" MEANS ANY COSTS AND EXPENSES INCURRED BY CUSTOMER IN TRANSPORTING GOODS BETWEEN ITS WAREHOUSE AND ITS END USER'S PREMISES AND ANY COSTS AND EXPENSES INCURRED BY CUSTOMER IN INSTALLING, UNINSTALLING AND REMOVING GOODS. "END USER" MEANS ANY END USER OF ELECTRICITY/WATER/GAS THAT PAYS CUSTOMER FOR THE CONSUMPTION OF ELECTRICITY/WATER/GAS, AS APPLICABLE.

The limitations on liability set forth in this Agreement are fundamental inducements to Sensus entering into this Agreement. They apply unconditionally and in all respects. They are to be interpreted broadly so as to give Sensus the maximum protection permitted under law.

EXHIBIT "C"

AFFIDAVIT REGARDING E-VERIFY

The undersigned, being duly sworn, hereby affirms and says that:

- 1. The undersigned is the Div Manager of E.S. Prescott, Inc.  
(job title) (company name)
- 2. The company named herein that employs the undersigned has contracted with or is seeking to contract with the City of Bloomington to provide services.
- 3. The undersigned hereby states that, to the best of his/her knowledge and belief, the company named herein does not knowingly employ an "unauthorized alien," as defined at 8 United State Code 1324a(h)(3).
- 4. The undersigned hereby states that, to the best of his/her knowledge and belief, the company named herein is enrolled in and participates in the E-verify program.

[Signature]  
Signature

Jeff Bricker  
Printed name

STATE OF INDIANA )  
) SS:  
COUNTY OF HAMILTON )

Before me, a Notary Public in and for said County and State, personally appeared JEFF BRICKER and acknowledged the execution of the foregoing this 27th day of February, 2019.

My Commission Expires: 11-14-2026

County of Residence: HAMILTON

[Signature]  
Notary Public,  
Daniel Levi Baird  
Name Printed

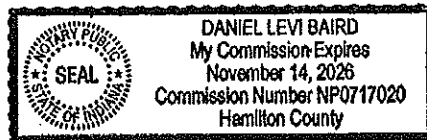


EXHIBIT "D"

AFFIDAVIT REGARDING NON-COLLUSION

The undersigned offeror or agent, being duly sworn on oath, says that he has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be offered by any person nor to prevent any person from making an offer nor to induce anyone to refrain from making an offer and that this offer is made without reference to any other offer.

OATH AND AFFIRMATION

I affirm under the penalties of perjury that the foregoing facts and information are true and correct to the best of my knowledge and belief.

Dated this 27 day of FEBRUARY, 2019.

Signature Jeff Bricker

Printed name JEFF BRICKER

STATE OF INDIANA )  
 ) SS:  
COUNTY OF HAMILTON )

Before me, a Notary Public in and for said County and State, personally appeared JEFF BRICKER and acknowledged the execution of the foregoing this 27th day of February, 2019.

My Commission Expires: 11-14-2026

County of Residence: HAMILTON

Daniel Levi Baird  
Notary Public

Daniel Levi Baird  
Name Printed

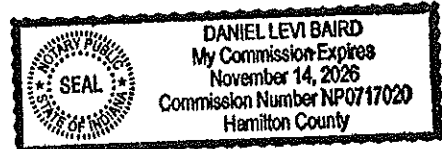


EXHIBIT "E"

AFFIDAVIT REGARDING INDIANA CODE CHAPTER 4-13-18  
DRUG TESTING OF EMPLOYEES OF PUBLIC WORKS CONTRACTORS

The undersigned, being duly sworn, hereby affirms and says that:

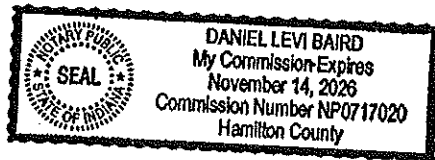
1. The undersigned is the Division MANAGER of  
 \_\_\_\_\_  
 (job title)  
E. S. PRESOTT, INC.  
 \_\_\_\_\_  
 (company name)
2. The undersigned is duly authorized and has full authority to execute this Affidavit.
3. The company named herein that employs the undersigned:
  - i. has contracted with or seeking to contract with the City of Bloomington to provide services; **OR**
  - ii. is a subcontractor on a contract to provide services to the City of Bloomington.
4. The undersigned certifies that Contractor's submitted written plan for a drug testing program to test employees of the Contractor and Subcontractor for public works projects with an estimated cost of \$150,000 is in accordance with Indiana Code 4-13-18 as amended.
5. The undersigned acknowledges that this Contract shall be subject to cancellation should Contractor fail to comply all provisions of the statute.

Jeff Bricker  
 Signature  
JEFF BRICKER  
 Printed Name

STATE OF INDIANA )  
 ) SS:  
 COUNTY OF Hamilton )

Before me, a Notary Public in and for said County and State, personally appeared JEFF BRICKER and acknowledged the execution of the foregoing this 27th day of February, 2019.

My Commission Expires: 11/14/2026 Daniel Levi Baird  
 Signature of Notary Public  
 County of Residence: HAMILTON Daniel Levi Baird  
 Printed Name of Notary Public



Exhibit

E

**WORK RULES**

**H. SUBSTANCE ABUSE**

The welfare and success of this company depends upon the physical and psychological health of all its employees. The abuse of illegal drugs and/or alcohol poses a serious threat to both the company and its employees. Commonly abused and improperly used substances include, among others, alcohol, pain killers, sedatives, stimulants and tranquilizers including marijuana, cocaine, heroin and other illegal drugs. It is the responsibility of both the company and the employee to maintain a safe, healthful and efficient working environment.

**1. Company Policies**

- (a) Possession, use or sale of alcohol, unauthorized or illegal drugs or the misuse of any legal drugs on company premises or while on company business is **STRICTLY PROHIBITED** and will constitute grounds for immediate termination.
- (b) Any employee found under the influence of drugs or alcohol which impairs judgment, performance or behavior while on company premises or while on company business **WILL BE SUBJECT TO IMMEDIATE DISCIPLINE, INCLUDING TERMINATION.**
- (c) The company has many jobs that require special safety behavior by its employees. These jobs include the use of any company vehicle including sales vans, pick-up trucks, service dept. trucks, flat bed tractor trailers and straight trucks, as well as the use of moving machinery and forklift trucks, loading and unloading of flat bed trailers and transportation of product to customers. The company reserves the right to subject all drivers required to possess CDL licenses to substance abuse testing in accordance with the regulations of the Department of Transportation. Any employee **WITH POSITIVE TEST RESULTS** may be disqualified to work in such a job. If reclassification of jobs is an option, pay will be reflective of the altered position.
- (d) All new employees will be tested for substance abuse as part of their pre-employment medical examinations. Positive test results will be considered in the employment decisions and may result in the decision that the applicant is medically unqualified for employment.
- (e) No new driver shall operate a company commercial vehicle until results of a company paid pre-employment medical exam and Substance Abuse Test is on file in the home office.

**SECTION V**

**WORK RULES**

Exhibit E

**H. SUBSTANCE ABUSE**

**I. Company Policies (cont'd)**

- (f) Each employee is responsible for promptly reporting to his/her supervisor any personal use of prescribed medication that may affect the employee's judgment, performance or behavior. The legal use of prescription medications or medical marijuana is permitted on the job only if such use does not impair an employee's ability to perform the essential functions of the job effectively and in a safe manner. If you are taking a prescribed medication that may affect your work performance or you are a medical marijuana user, you are required to advise your supervisor of this fact.
- (g) The company will establish such procedures as it finds necessary to enforce these policies effectively. This may include a requirement that an employee in question cooperate in personal or facility searches when there is reason to believe drugs or alcohol are present, when an employee's performance is impaired or when their behavior is erratic. Refusing to cooperate with these procedures will be cause for disciplinary action, including possible termination.

**I. E-MAIL AND INTERNET USE**

The Company operates and maintains two computer based communication systems. One system utilizes our IBM "I5" Series AS400 system and network that supports the internal company financial and e-mail systems. The AS400 internal e-mail system allows employees to communicate with one another on business matters by use of Thin Client terminals. The second system consists of a network of personal computers (PCs) throughout the company. This system allows us to use various programs that assist with management of the business as well as provide access to the internet.

At no time shall any employee delete any business information, computer programs, text, e-mail or any other business document from existing files on the company's computer systems. Should any such event take place, the company reserves the right to discipline or terminate the employee and/or prosecute the employee to the full extent of the law.

The company e-mail and internet systems are business tools provided and owned by the company. Brief personal e-mails are allowed as long as they are kept to a minimum, are not offensive and do not otherwise interfere with the work productivity of any employee. However, using either the company internal e-mail system or a PC to send non-work or irritating mass messages (spamming), hostile notes (flaming), or any racial or sexually oriented jokes, letters, memos, messages, poems or verses is strictly prohibited. All messages sent on the company e-mail systems must be composed in a professional business tone and manner.

(cont'd)

**SECTION V**

**WORK RULES**

Page 56 of 75







MEMORANDUM

**TO:** Christopher Wheeler  
**FROM:** Charles Winkle  
**DATE:** February 28, 2019  
**RE:** GIS Consulting Contract with SwovaTech, Inc. DBA Swova

Funding Source: 40% 009-U13121, 60% 010-U13121

Total Dollar Amount of Contract: \$27,050.00

Expiration Date of Contract: July 31, 2019

Department Head Initials of Approval: *VE*

Due Date For Signature: ~~February 27, 2019~~ *March 4, 2018*

Record Destruction Date (Legal Dept to fill in): 2029

Legal Department Internal Tracking #: 19-118

PREVIOUSLY REVIEWED BY & RETURN SIGNED CONTRACT TO THIS ATTORNEY:

Christopher J. Wheeler

ATTORNEY IS TO RETURN SIGNED CONTRACT TO THIS DEPARTMENTAL EMPLOYEE: Charles Winkle, GIS Coordinator, City of Bloomington Utilities

Charles Winkle

**Summary of Contract:** Contract is for the design, implementation, and configuration of CBU's new GIS web viewer application.

## AGREEMENT FOR CONSULTING SERVICES

**THIS AGREEMENT** is entered into by and between the City of Bloomington Utilities Department (hereinafter referred to as "City"), and SwovaTech, Inc., DBA Swova, (hereinafter referred to as "Consultant"),

### WITNESSETH:

**WHEREAS**, the City desires expert guidance in designing, implementing, and configuring its new GIS web viewer application (hereinafter referred to as "Services"); and

**WHEREAS**, the City requires the services of a professional consulting firm to perform the work necessary to complete the GIS web viewer application using industry best practices; and

**WHEREAS**, it is in the public interest that such Services be undertaken and performed; and

**WHEREAS**, Consultant is able and willing to provide such Services to the City.

**NOW, THEREFORE**, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

1. **Effective date.** The effective date for this contract is the date last entered in the signature blocks below.
2. **Term.** This contract shall expire on the 31st day of July, 2019.
3. **Agreement Price.** The overall cost to the City for all Services provided herein by Consultant during the term of this agreement shall not exceed Twenty Seven Thousand Fifty and Zero Hundredths Dollars (\$27,050.00). No additional work shall be performed until and unless additional funding is approved by the City and an amendment to this Agreement reached by both parties herein under the same formality as this Agreement. No work shall be performed by Consultant under this Agreement without a written estimate of cost provided to and approved by the City.
4. **Scope of Services.** Consultant shall provide required Services for the City as set forth in **Exhibit "A"**, Scope of Services. **Exhibit "A"** is attached and incorporated by reference in this Agreement.

Consultant shall diligently pursue its work under this Agreement and shall complete the Services as described in **Exhibit "A"** in a timely manner. Consultant shall perform all Services as expeditiously as is consistent with professional skill and care and the orderly progress of the work.

In the performance of Consultant's work, Consultant agrees to maintain such coordination with the City as may be requested and desirable.

Consultant agrees that any information or documents, including digital GIS information, supplied by the City shall be used by Consultant for this project only, and shall not be reused or reassigned, communicated to third parties or otherwise disseminated for any purpose whatsoever.

5. **Standard of Care.** Consultant shall be responsible for completion of the Services in a professional manner. The City shall be the sole judge of the adequacy of Consultant's work but shall not unreasonably withhold its approval of the Services.
6. **Responsibilities of the City.** The City shall provide all necessary information regarding requirements for the Services. The City shall furnish such information as expeditiously as is necessary for the orderly progress of the work, and Consultant shall be entitled to rely upon the accuracy and completeness of such information. The City shall designate who is authorized to act on its behalf with respect to this Agreement.
7. **Payment.** Prior to receiving payment, the Consultant shall provide a detailed billing statement in the form of an invoice describing the particular labor and services provided and the relevant rate for each service. The City shall pay said invoice within forty five (45) days of its receipt, provided that the Consultant has successfully completed the agreed upon work to the City's satisfaction. The City shall not make payment for any unauthorized work or expenses.
8. **Appropriation of Funds.** Notwithstanding any other provision of this Agreement, if funds for the continued fulfillment of this Agreement by the City are at any time not forthcoming or are insufficient, through failure of any entity, including the Utilities Board itself, to appropriate funds or otherwise, then the Board shall have the right to terminate this Agreement without penalty as set forth below.
9. **Termination.** In the event of a party's substantial failure to perform in accordance with the terms of this Agreement, the other party shall have the right to terminate the Agreement upon written notice. The nonperforming party shall have fourteen (14) calendar days from the receipt of the termination notice to cure or to submit a plan for cure acceptable to the other party. The City may terminate or suspend performance of this Agreement at the City's prerogative at any time upon written notice to the Consultant. In that event, Consultant shall terminate or suspend performance of the Services on a schedule acceptable to the City, and the City shall pay the Consultant for all the Services performed up to the date that written notice is received, plus reasonable termination or suspension expenses. Upon termination or suspension of this Agreement, all finished or unfinished reports, drawings, collections of data and other documents generated by Consultant in connection with this Agreement shall become the property of the City, as set forth in Article 10 herein.
10. **Ownership of Documents and Intellectual Property.** All documents, drawings and specifications, including digital format files, prepared by Consultant and furnished to the City

as part of the Services shall become the property of the City. Consultant shall retain its ownership rights in its design, drawing details, specifications, data bases, computer software and other proprietary property. Intellectual property developed, utilized or modified in the performance of the Services shall remain the property of the Consultant.

**11. Independent Contractor Status.** During the entire term of this Agreement, Consultant shall be an independent contractor, and in no event shall any of its personnel, agents or sub-contractors be construed to be, or represent themselves to be, employees of the City.

**12. Indemnification.** Consultant shall defend, indemnify and hold harmless the City of Bloomington, its Boards, officers, agents and employees of the City from and against all claims, demands, damages, costs, expenses or other liability, including reasonable attorney's fees and defense costs, to the extent caused by the Consultant's negligent performance of Professional services under this Agreement and that of its sub-consultants or anyone for whom the Consultant is legally liable.

**13. Insurance.** During the performance of any and all Services under this Agreement, Consultant shall maintain the following insurance in full force and effect:

- a. General Liability Insurance, with a minimum combined single limit of \$1,000,000 for each occurrence and \$2,000,000 in the aggregate.
- b. Automobile Liability Insurance, with a minimum combined single limit of \$1,000,000 for each person and \$1,000,000 for each accident.
- c. Professional Liability Insurance ("Errors and Omissions Insurance") with a minimum limit of \$1,000,000 annual aggregate.
- d. Workers' Compensation Insurance in accordance with the statutory requirements of Title 22 of the Indiana Code.

All insurance policies shall be issued by an insurance company authorized to issue such insurance in the State of Indiana. The City of Bloomington, the City, and the officers, employees and agents of each shall be named as insured under the General Liability, Automobile, and Professional Liability Insurance policies, and such policies shall stipulate that the insurance will operate as primary insurance and that no other insurance affected by the City will be called upon to contribute to a loss hereunder.

Consultant shall provide evidence of each insurance policy to the City prior to the commencement of work under the Scope of Services in Exhibit "A". Approval of Consultant's insurance by the City shall not relieve or decrease the extent to which Consultant may be held responsible for payment of damages resulting from service or operations performed pursuant to this Agreement. If Consultant fails or refuses to procure or maintain the insurance required by these provisions, or fails or refuses to furnish the City required proof that the insurance has been procured and is in force and paid for, City shall have the right at City's election to forthwith terminate the Agreement.

14. **Conflict of Interest.** Consultant declares that it has no present interest, nor shall it acquire any interest, direct or indirect, which would conflict with the performance of Services required under this Agreement. The Consultant agrees that no person having any such interest shall be employed in the performance of this Agreement.
15. **Waiver.** No failure of either party to enforce a term of this Agreement against the other shall be construed as a waiver of that term, nor shall it in any way affect the party's right to enforce that term. No waiver by any party of any term of this Agreement shall be considered to be a waiver of any other term or breach thereof.
16. **Severability.** The invalidity, illegality or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of the Agreement shall be construed and enforced as if it did not contain the particular provision to be held void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.
17. **Assignment.** Neither the City nor the Consultant shall assign any rights or duties under this Agreement without the prior written consent of the other party; provided, however, Consultant may assign its rights to payment without the City's consent. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this Agreement.
18. **Third Party Rights.** Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the City and the Consultant.
19. **Governing Law and Venue.** This Agreement shall be governed by the laws of the State of Indiana. Venue of any disputes arising under this Agreement shall be in Monroe County, Indiana.
20. **Non-Discrimination.** Consultant shall comply with City of Bloomington Ordinance 2.21.020 and all other federal, state and local laws and regulations governing non-discrimination in employment.
21. **Verification of New Employees' Immigration Status.** Consultant is required to enroll in and verify the work eligibility status of all newly-hired employees through the E-Verify program. (This is not required if the E-Verify program no longer exists). Consultant shall sign an affidavit, attached as **Exhibit "B"**, affirming that Consultant does not knowingly employ an unauthorized alien. "Unauthorized alien" is defined at 8 U.S. Code 1324a(h)(3) as a person who is not a U.S. citizen or U.S. national and is not lawfully admitted for permanent residence or authorized to work in the U.S. under 8 U.S. Code chapter 12 or by the U.S. Attorney General.

Consultant and any sub-consultants may not knowingly employ or contract with an unauthorized alien, or retain an employee or contract with a person that the Consultant or sub-consultant subsequently learns is an unauthorized alien. If the City obtains information that the Consultant or sub-consultant employs or retains an employee who is an unauthorized alien, the City shall notify the Consultant or sub-consultant of the contract violation and require that the violation be remedied within 30 days of the date of notice. If the Consultant or sub-consultant verified the work eligibility status of the employee in question through the E-Verify program, there is a rebuttable presumption that the Consultant or sub-consultant did not knowingly employ an unauthorized alien. If the Consultant or sub-consultant fails to remedy the violation within the 30 day period, the City shall terminate the contract, unless the Board or department that entered into the contract determines that terminating the contract would be detrimental to the public interest or public property, in which case the City may allow the contract to remain in effect until the City procures a new Consultant. If the City terminates the contract, the Consultant or sub-consultant is liable to the City for actual damages.

Consultant shall require any sub-consultants performing work under this contract to certify to the Consultant that, at the time of certification, the sub-consultant does not knowingly employ or contract with an unauthorized alien and the sub-consultant has enrolled in and is participating in the E-Verify program. Consultant shall maintain on file all sub-consultants' certifications throughout the term of the contract with the City.

22. **Non-Collusion.** Consultant is required to certify that it has not, nor has any other member, representative, or agent of Consultant, entered into any combination, collusion or agreement with any person relative to the price to be offered by any person nor prevented any person from making an offer nor induced anyone to refrain from making an offer and that this offer is made without reference to any other offer. Consultant shall swear under oath, via signed affidavit, attached as **Exhibit "C"** and by this reference incorporated herein, that Consultant has not engaged in any collusive conduct.

23. **Compliance with Laws.** In performing the Services under this Agreement, Consultant shall comply with any and all applicable federal, state and local statutes, ordinances, plans and regulations, including any and all regulations for protection of the environment. When appropriate, Consultant shall advise City of any and all applicable regulations and approvals required by the Federal Environmental Management Agency (FEMA). Where such statutes, ordinances, plans or regulations of any public authority having any jurisdiction on the project are in conflict, Consultant shall proceed using its best judgment only after attempting to resolve any such conflict between such governmental agencies, and shall notify the City in a timely manner of the conflict, attempts of resolution, and planned course of action.

24. **Notices.** Any notice required by this Agreement shall be made in writing to the addresses specified below:

City: City of Bloomington Utilities, P.O. Box 1216, Bloomington, IN  
47402. Attn: Director's Office

Consultant: SwovaTech, Inc. DBA Swova, 418 Highland Ave., Ft. Mitchell, KY 41017  
Attn: Angie Jennings

Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of the City and the Consultant.

**25. Intent to be Bound.** The City and the Consultant each bind itself and its successors, executors, administrators, permitted assigns, legal representatives and, in the case of a partnership, its partners to the other party to this Agreement, and to the successors, executors, administrators, permitted assigns, legal representatives and partners of such other party in respect to all provisions of this Agreement.

**26. Integration and Modification.** This Agreement, including all Exhibits incorporated by reference, represents the entire and integrated agreement between the City and the Consultant. It supersedes all prior and contemporaneous communications, representations and agreements, whether oral or written, relating to the subject matter of this Agreement. This Agreement may be modified only by a written amendment signed by both parties hereto.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed on the date shown aside each signature below.

City

Consultant

City of Bloomington Utilities  
Utilities Service Board

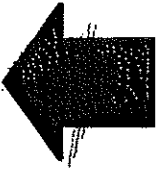
SwovaTech, Inc. DBA Swova


By: \_\_\_\_\_  
Julie Roberts dated  
President

By:  2/28/19  
Angie Jennings dated  
President

Attest: \_\_\_\_\_  
Vic Kelson, Director dated  
City of Bloomington Utilities

\_\_\_\_\_  
John Hamilton, Mayor dated  
City of Bloomington

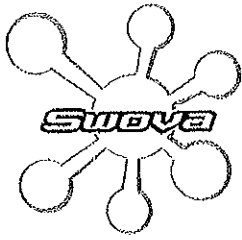


**CITY OF BLOOMINGTON**  
Legal Department  
Reviewed By:   
DATE: 2-28-19

**EXHIBIT "A"**

**SCOPE OF SERVICES**





# STATEMENT OF WORK

## Esri Web AppBuilder Configuration & Web Viewer

**TO:**

Chuck Winkle  
Bloomington Utilities

QUOTE DATE: February 21, 2019 [valid for 90 days]

**SWOVA CONTACT:**

Angie Jennings  
P 859.250.3187 E: angie@swova.com

PROJECT: Esri Web AppBuilder Configuration & Web Viewer

Swova is pleased to present this statement of work for Esri Web AppBuilder and Web Viewer Configuration to Bloomington Utilities.

### Swova Overview

Swova is a nationwide leading provider of GIS professional services, development services, and solutions. We currently provide services to clients in the utility and commercial agriculture markets. Our extensive enterprise GIS experience will provide the critical knowledge necessary to ensure your GIS implementation success.

Swova's primary business functions are to provide superior professional services and support in the following areas: web services, ArcGIS Enterprise (ArcGIS Server & Portal/Online), mobile apps, custom application development, database development, workflow development, transfer of knowledge, and documentation. The Swova team provides our clients top notch support services and custom applications that meet the exact needs and requirements of each client.

Swova knows that no two-client requirements are ever the same. We are proud of the relationships that we build with our clients and the specialized service that we provide to them. Because we pay attention to true customer needs and expectations and provide outstanding customer service, we have established strong customer relationships with many return customers and add-on services.

Our customers can leverage our expertise with enterprise GIS, relational database systems, Esri's platform, and application development to help incorporate enterprise GIS into business processes seamlessly and successfully. As an Authorized Esri Business Partner, we are Esri ArcGIS® Implementation specialists.



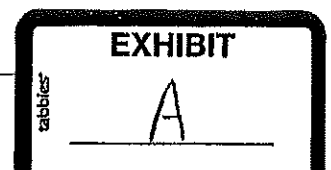
We have the following GIS implementation and support experience:

#### Data Management

- data modeling/database design
- migrating and loading data into customer specific data models that adhere to their best practices
- business system and GIS integrations
- enterprise database administration (SQL Server and Oracle)
- data flow designs between business systems and big data solutions

#### Mobile Applications

- tablet and smartphone application identification and specifications
- ArcGIS template mobile applications configuration and deployment
- task-oriented focused applications
- edit/update feature attributes from device (online or offline)
- use device camera and device location for capturing information in the field



## ***DevOps***

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- continuous code integration solutions
- container management integration
- automated deployments and scaling solutions
- AWS automation and scripting

## ***System Architecture***

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- Container design and scaling solutions
- microservices design
- WCF services to support GIS web applications
- big data design and setup
- Esri design and setup

## ***Application Development***

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- custom applications to meet departmental/functional requirements
- custom REST services to expose GIS and business data to the enterprise
- data flows and transformations for integrating GIS with Big Data and AI solutions
- custom tool development to automate and integrate processes
- integrate reporting services and reports into web applications

## ***Workflows and Automation***

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- workflow development for data maintenance and integrity
- geoprocessing for simplifying and automating GIS processes
- custom applications for simplified data maintenance procedures
- incorporation of CAD, GPS, and field data
- integration with existing business processes
- on-going on-site and remote technical support

## ***Web-based Applications and Services***

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- ArcGIS web applications identification and specifications
- ArcGIS template web applications configuration and deployment
- ArcGIS Enterprise web services identification and development
- intranet/internet ArcGIS Server/ArcGIS Portal/ArcGIS Online implementation and administration
- ArcGIS Web App Builder configuration and implementation
- custom widget/web application development
- Amazon Web Services (AWS) server hosting for web-based and mobile applications
- technical support for organizations hosting their own site

## **Prerequisites and Assumptions**

In order for Swova to complete tasks in this quote, the following prerequisites and assumptions have been taken into consideration.

- The City of Bloomington has ArcGIS Enterprise including ArcGIS Server and Portal for ArcGIS setup and configured with CA signed certificates supporting HTTPS communications through all software components.
- The City of Bloomington will provide Swova VPN access to the appropriate GIS server and web server systems to perform the services in this scope of work.
- The City of Bloomington will provide Swova a user with Administrator privileges on the GIS server and web server systems to perform the services in this scope of work.
- No ArcGIS Enterprise software configuration services are included in this scope of work. Swova can assist with these services should they be needed and would be pleased to provide a quote to do so, if needed.

## Statement of Work

This Statement of Work includes the following web viewer app implementation and configuration services for Bloomington Utilities to be provided by SwovaTech, Inc. d/b/a Swova. Task costs are labor only. Onsite trip expenses are invoiced direct expenses with no markup.

### Task 1: Project Kick-off and Requirements Meeting

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Swova will travel onsite to Bloomington Utilities to meet with the Utility staff to kick off the project and to gather requirements for the web viewer application. This will be a working/collaborative session to gather and refine requirements for this scope of work.

<b>Deliverable</b>	Kick-off and Requirements Meeting [onsite]
<b>Task Cost</b>	\$4,800, plus expenses for onsite travel*

*\*onsite trip for two people estimated at \$2,300 expenses*

### Task 2: Web AppBuilder Configuration and Web Services/Webmap Design

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Swova will install and configure on the City of Bloomington server the Esri Web AppBuilder. Web AppBuilder is software that includes built-in tools, widgets, and configurable templates that provide user friendly, flexible, and GIS functionality through web applications. Also in this task, Swova will design and setup the supporting web services and webmap(s) that will support the web viewer app in Task 3. This will require a view-only database user connection to the GIS enterprise geodatabase. This task will be performed on the City of Bloomington server and requires VPN access.

<b>Deliverables</b>	Web AppBuilder Setup and Configuration Web Services/Webmap Design
<b>Task Cost</b>	\$4,700

### Task 3: Web Viewer App Setup and Configuration

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Once Task 2 is complete, Swova will proceed with the setup and configuration of the web viewer application to support the view, search and data retrieval that supports the utility requirements for the viewer specified and gathered in Task 1. The configuration steps in this task require the web services and webmap setup and configured in Task 2. This task will be performed on the City of Bloomington server and requires VPN access.

<b>Deliverable</b>	Web Viewer App
<b>Task Cost</b>	\$7,200

### Task 4: Review and User Acceptance Testing

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Swova will conduct an online review meeting with the Bloomington Utilities to review the Web Viewer App deliverable from Task 3. After the online review meeting, Swova take feedback and support the user acceptance testing of the Web Viewer App.

<b>Deliverables</b>	Web Viewer App Review Meeting [Online] Support User Acceptance Testing
<b>Task Cost</b>	\$1,750

### Task 5: Web Viewer App – Production Rollout

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After the completion of Task 4 for the User Acceptance Testing, Swova will schedule with the utility the production application rollout. Two Swova staff will travel onsite to perform and support the production rollout of the Web Viewer App

<b>Deliverables</b>	Production Delivery and Setup Support Production User Acceptance Testing and Verification
<b>Task Cost</b>	\$4,000, plus expenses for onsite travel*

*\*onsite trip for two people estimated at \$2,300 expenses*

**Cost Summary**

The following table summarizes the task cost estimates for each task in this SOW.

Task	Task Description	Onsite Trips	Cost Estimate*
1	Project Kick-off and Requirements Meeting *	1	\$4,800
2	Web AppBuilder Configuration and Web Services Design	0	\$4,700
3	Web Viewer App Setup and Configuration	0	\$7,200
4	Review and User Acceptance Testing	0	\$1,750
5	Web Viewer App – Production Rollout *	1	\$4,000
<b>Totals</b>		<b>2</b>	<b>\$22,450*</b>

\* Plus direct expenses for onsite travel estimated at \$2,300/trip

The proposed work will be invoiced on task completion with direct expenses for travel, due NET 30. Swova appreciates the opportunity to submit this statement of work for your consideration, and we look forward to working with you again.

**Statement of Work Approval**

Swova and Bloomington Utilities have agreed to the terms of this SOW as of the date indicated below.

**Bloomington Utilities:**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**SwovaTech, Inc. DBA Swova:**

By:  \_\_\_\_\_

Name: Angie Jennings

Title: President

Date: 02/21/19

EXHIBIT "B"

STATE OF INDIANA )  
 ) SS:  
COUNTY OF \_\_\_\_\_ )

AFFIDAVIT REGARDING E-VERIFY

The undersigned, being duly sworn, hereby affirms and says that:

1. The undersigned is the President of SwovaTech, Inc. DBA Swova.  
(job title) (company name)
2. The company named herein that employs the undersigned has contracted with or is seeking to contract with the City of Bloomington to provide services.
3. The undersigned hereby states that, to the best of his/her knowledge and belief, the company named herein does not knowingly employ an "unauthorized alien," as defined at 8 United States Code 1324a(h)(3).
4. The undersigned hereby states that, to the best of his/her knowledge and belief, the company named herein is enrolled in and participates in the E-verify program.

Signature Angie Jennings

Angie Jennings  
Printed name

STATE OF KENTUCKY )  
 ) SS:  
COUNTY OF \_\_\_\_\_ )

Before me, a Notary Public in and for said County and State, personally appeared Angie Jennings  
\_\_\_\_\_ and acknowledged the execution of the foregoing this 26 day of  
Feb, 2019.

My Commission Expires: 5-14-2019

County of Residence: Kenton

Daniel A Rasp  
Notary Public  
Daniel A Rasp  
Name Printed

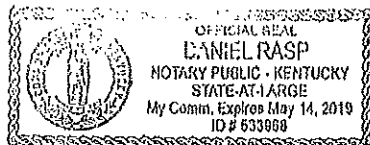


EXHIBIT "C"

NON-COLLUSION AFFIDAVIT

The undersigned offeror or agent, being duly sworn on oath, says that he has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be offered by any person nor to prevent any person from making an offer nor to induce anyone to refrain from making an offer and that this offer is made without reference to any other offer.

OATH AND AFFIRMATION

I affirm under the penalties of perjury that the foregoing facts and information are true and correct to the best of my knowledge and belief.

Dated this 26 day of Feb, 2019.

Signature [Handwritten Signature]

Printed name: Angie Jennings

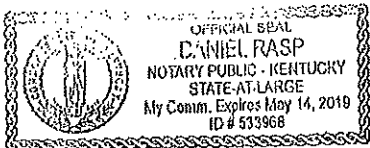
STATE OF KENTUCKY )
COUNTY OF Kenton ) SS:

Before me, a Notary Public in and for said County and State, personally appeared Angie Jennings and acknowledged the execution of the foregoing this 26 day of Feb, 2019.

My Commission Expires: 5-14-2019

County of Residence: Kenton

[Handwritten Signature]
Notary Public
Daniel RASP
Name Printed



**UTILITY SERVICE BOARD  
CITY OF BLOOMINGTON, INDIANA  
RESOLUTION NO. 2019-03**

**CONCERNING THE RESIDENTIAL STORMWATER GRANTS PROGRAM**

**WHEREAS,** the City of Bloomington, Indiana (the "City"), recently established a new grant program called the Residential Stormwater Grants Program and has allocated \$35,000.00 for the program for 2019; and

**WHEREAS,** the Residential Stormwater Grants Program provides small grants to single-family residential homeowners for green stormwater infrastructure projects on private property; and

**WHEREAS,** CBU created proposed grant guidelines outlining the application procedure, project eligibility, and project guidelines, all of which are contained in the attached Exhibit "A" which includes a proposed form of application and the proposed grant guidelines; and

**WHEREAS,** this Board has reviewed the proposed grant guidelines and the proposed form of application and finds them to be acceptable.

**NOW, THEREFORE, BE IT RESOLVED THAT:**

The City of Bloomington Utilities Service Board hereby approves the proposed form of application and the proposed grant guidelines for the Residential Stormwater Grants Program.

**SO ADOPTED** by the City of Bloomington Utilities Service Board at its regularly scheduled meeting of \_\_\_\_\_, 2019.

\_\_\_\_\_  
Julie Roberts, President

\_\_\_\_\_  
Jeff Ehman, Member

\_\_\_\_\_  
Steven J. Sherman, Vice President

\_\_\_\_\_  
Sam K. Frank, Member

\_\_\_\_\_  
Jason Banach, Member

\_\_\_\_\_  
Jean Capler, Member

\_\_\_\_\_  
Amanda Burnham, Member

Attest:

\_\_\_\_\_  
Holly McLauchlin, Secretary  
Utilities Service Board