



ENGINEERING SERVICES COMMITTEE MEETING AGENDA

Commission Chamber

Tuesday, February 11, 2025

1:20 PM

ENGINEERING SERVICES

1. Approval to purchase video surveillance security systems for three locations along the August Canal as a sole Source Procurement in the amount of \$90,854.66.
2. Approve Augusta Utilities Purchase of SmartWorks MDM for AMI Data Integration as a sole source procurement from Systems and Software in the amount of \$607,000.00
3. Dedication of Water Distribution and Gravity Sanitary Sewer Systems for Townhomes at Windsor, Phase 2.
4. Approve supplement funding (supplement 3) in amount not to exceed \$15.4 million for Hurricane Helene Debris Removal services with Ceres Environmental Services, Inc. Also approve use of General Fund fund-balance to fund these services. AE/ 24-915
5. Approve supplement funding (supplement 4) in amount not to exceed \$1,271,856.54 for Hurricane Helene Debris Removal Monitoring Services with Goodwyn, Mills & Cawood, Inc (GMC). Also approve use of General Fund fund-balance to fund these services. AE/ 24-916
6. Approve supplement funding (SA1) in amount not to exceed \$874,319.88 for Hurricane Helene debris removal coordination support services with Infrastructure Systems Management, LLC. Also approve use General Fund-fund balance to fund these services. AE/22-304
7. Approve supplemental funding to Hussy Gay Bell (HGB) in the amount of \$30,000 (\$10,000/ea) for the Augusta Engineering Transportation Improvement Program (TIP) Operational Efficiency of Various Intersections Projects (PI 0012866, PI 0012867, and PI 0012868) Construction Phase Services (CEI). AE / RFQ 17-127
P350506 – SA#4 Barton Chapel Rd @ Gordon Hwy
P350536 – SA #5 Wheeler Road from I-20 – Augusta West
P350539 – SA #4 Wheeler Road @ Roberts C. Daniel Parkway
8. Approve continued funding of the current “On-Call Property Appraisal and Acquisition Services for Augusta Engineering” Contract in the amount of \$350,000. AE / RFP 22-147
9. Approve and award Preliminary Engineering Initial Concept Phase (PE-Phase1A) of the Design Consultant Services Agreement to Kimley-Horn and Associates, Inc. (KH) in the amount of \$192,690.35 for the RC ITS Master Plan Improvements and Emergency Vehicles &

Transit Preemption System–Part II Projects. Award is contingent upon receipt of signed agreement and associated documents. AE/ RFQ 24-218



Engineering Services Committee Meeting

Meeting Date: February 11, 2025

Purchase Video Surveillance Equipment for Augusta Canal – Sole Source

- Department:** Augusta Utilities
- Presenter:** Wes Byne, P.E. – Director, Augusta Utilities
- Caption:** Approval to purchase video surveillance security systems for three locations along the August Canal as a sole Source Procurement in the amount of \$90,854.66.
- Background:** The Augusta Utilities Department owns and operates the Augusta Canal.
The Augusta Utilities Department contracts with Johnson Controls for all our facilities for access control, video surveillance and fire alarm monitoring via a Master Service Agreement approved by the Augusta-Richmond Commission on May 12, 2020.
- Analysis:** AUD established a goal to standardize all our facilities security and fire alarm monitoring systems with the implementation of the Master Agreement with Johnson Controls. The cloud-based system provides centralized remote administration and monitoring. As part of the management and operation of the Augusta Canal, AUD would like to install video surveillance equipment at the following three locations along the canal:
 - 1. Canal Headgates and Diversion Dam
 - 2. Bulkhead Gates
 - 3. 13th Street Gates
- Financial Impact:** Total purchase and installation cost is \$90,845.66.
- Alternatives:** No alternatives recommended
- Recommendation:** This is a sole source purchase per AUD’s established Master Service Agreement with Johnson Controls. Approval of purchase and installation to support standardization and provide remote access and monitoring capabilities for three locations along the Augusta Canal.
- Funds are available in the following accounts:** 506043110-5424510

Print Form



Sole Source Justification (Reference Article 6, Procurement Source Selection Methods and Contract Awards, § 1-10-56 SOLE SOURCE PROCUREMENT)

Vendor: Johnson Controls Security Solutions, LLC E-Verify Number: 48568

Commodity: Video Surveillance Equipment

Estimated annual expenditure for the above commodity or service: \$ 90,854.66

Initial all entries below that apply to the proposed purchase. Attach a memorandum containing complete justification and support documentation as directed in initialed entry. (More than one entry will apply to most sole source products/services requested).

- 1. SOLE SOURCE REQUEST IS FOR THE ORIGINAL MANUFACTURER OR PROVIDER, THERE ARE NO REGIONAL DISTRIBUTORS. (Attach the manufacturer's written certification that no regional distributors exist. Item no. 4 also must be completed.)
2. SOLE SOURCE REQUEST IS FOR ONLY THE AUGUSTA GEORGIA AREA DISTRIBUTOR OF THE ORIGINAL MANUFACTURER OR PROVIDER. (Attach the manufacturer's — not the distributor's — written certification that identifies all regional distributors. Item no. 4 also must be completed.)
3. THE PARTS/EQUIPMENT ARE NOT INTERCHANGEABLE WITH SIMILAR PARTS OF ANOTHER MANUFACTURER. (Explain in separate memorandum.)
4. THIS IS THE ONLY KNOWN ITEM OR SERVICE THAT WILL MEET THE SPECIALIZED NEEDS OF THIS DEPARTMENT OR PERFORM THE INTENDED FUNCTION. (Attach memorandum with details of specialized function or application.)
X 5. THE PARTS/EQUIPMENT ARE REQUIRED FROM THIS SOURCE TO PERMIT STANDARDIZATION. (Attach memorandum describing basis for standardization request.)
6. NONE OF THE ABOVE APPLY. A DETAILED EXPLANATION AND JUSTIFICATION FOR THIS SOLE SOURCE REQUEST IS CONTAINED IN ATTACHED MEMORANDUM.

The undersigned requests that competitive procurement be waived and that the vendor identified as the supplier of the service or material described in this sole source justification be authorized as a sole source for the service or material.

Name: Gerald Philpot Department: Utilities Date: 1/14/2025

Department Head Signature: [Signature] Date: 24 Jan 25

Approval Authority: [Signature] Date: 1/27/25

Administrator Approval: (required not required) Date:

COMMENTS:



UTILITIES DEPARTMENT

**Wes Byne, P.E.
Director**

TO: Darrell White
Interim-Director, Procurement Department

THRU: Wes Byne, P.E.
Director, Utilities Department

FROM: Gerald Philpot

CC: Chad Hendrix, P.E. *COH*

DATE: 1/14/2025

SUBJECT: JUSTIFICATION FOR SOLE SOURCE

The Augusta Utilities Department contracts with Johnson Controls for all our facilities for access control, video surveillance and fire alarm monitoring via a Master Service Agreement approved by the Augusta-Richmond Commission on May 12, 2020.

AUD established a goal to standardize all our facilities security and fire alarm monitoring systems with the implementation of the Master Agreement with Johnson Controls. As part of the management and operation of the Augusta Canal, AUD would like to install video surveillance equipment at the following three locations along the canal:

- 1. Canal Headgates and Diversion Dam
- 2. Bulkhead Gates
- 3. 13th Street Gates

The standardization includes using compatible video recording servers and having each monitoring system hosted by Johnson Controls. The cloud-based system provides centralized remote administration and monitoring.

Thank you.

Augusta Utilities Department
452 Walker Street, Suite 200 - Augusta, GA 30901
(706) 312-4154 – Fax (706) 312-4123
WWW.AUGUSTAGA.GOV

**AUGUSTA UTILITIES DEPARTMENT
IN-HOUSE REQUISITION**

CHECK ALL THAT APPLY:

- WATER EQUIPMENT CHEMICAL LAB IT ROUTINE
 SEWER TOOLS GASES UNIFORM SCADA EMERGENCY
 SUPPLIES SAFETY REPAIR LIFT STATION INVENTORY SOLE SOURCE
 SERVICE OFFICE MAINTENANCE OTHER BID ITEM PREFER ITEM

REQUISITION #

DATE: 1/15/2025

DIVISION Augusta Utilities Admin

FUND #: 506043110 5223112

SHIP TO: 5424510

Augusta Utilities Administration
452 Walker Street - Suite 200

VENDOR: Johnson Controls Security Solutions, LLC

ADDRESS: 3243 Sunset Blvd.

PHONE #: West Columbia, SC 29169-3427

QUOTED BY: Johnny Metz

(803) 476-0297

ITEM #	ITEM DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1	Video Surveillance Cameras & Ancillary Equipment for Canal Head Gates	1	29,413.55	29,413.55	0.00	0.00	0.00	0.00
2	Video Surveillance Cameras & Ancillary Equipment for Bulkhead Gates	1	32,527.21	32,527.21	0.00	0.00	0.00	0.00
3	Video Surveillance Cameras & Ancillary Equipment for 13th St. Gates	1	28,904.90	28,904.90	0.00	0.00	0.00	0.00
SHIPPING CHARGES								
TOTAL				90,845.66		0.00		0.00

JUSTIFICATION AND EXPLANATION FOR PURCHASE:

Installation of Video Surveillance Equipment for 3 locations on the Augusta Canal. This is a rider agreement for the existing Master Agreement with Johnson Controls. The Augusta-Richmond County Commission approved Johnson Controls as the sole source security vendor for the Augusta Utilities Department on May 12, 2020.

REQUESTED BY: *Gerald D. Bishop* C.D.K. APPROVED BY: *J. Kelly*

COMMERCIAL SALES AGREEMENT

TOWN NO.
0292-AUGUSTA, GA

CUSTOMER NO.
129207608

JOB NO.

PO NO.

ESTIMATE NO.
1-8GK6B91

DATE: 1/14/2025

Johnson Controls Security Solutions LLC ("Johnson Controls")
John Metz
3243 Sunset Blvd,
West Columbia, SC 29169-3427
Tele. No. (803) 543-6490

Augusta Utilities
d/b/a:
("Customer")
Customer Billing Information
452 Walker Street, Suite 200
Augusta, GA 30901
Attn: Dennis Marlin
Tele. No. (706) 312-4130

Customer Premises Served
2421 Riverlook Dr,
Augusta, GA 30904
Attn:
Tele. No. (706) 312-4126

This Commercial Sales Agreement is between Customer and Johnson Controls Security Solutions LLC ("Johnson Controls") effective as of the date signed by Customer. By entering into this Agreement, Johnson Controls and Customer agree to the Terms and Conditions contained in this Agreement. The Equipment and/or Services, collectively the System(s) covered under this Agreement is/are listed in the attached Schedule(s) of Protection / Scope of Work ("SOW"). This offer shall be void if not accepted in writing within thirty (30) days from the date first set forth above.

I. THE FOLLOWING DOCUMENTS ARE ATTACHED TO THIS AGREEMENT AND ARE INCORPORATED BY REFERENCE:

- (a) Hazardous Substance Checklist and Customer Letter
- (b) Scope of Work / Schedule(s) of Protection
- (c) Terms and Conditions
- (d) Additional Terms and Conditions
- (e) State Specific Forms, if applicable (e.g., local permit applications)
- (f) Customer Installation Acceptance Form (specific to Equipment/Services purchased)
- (g) If multiple locations, see attached schedule

II. CHARGES AND FEES; TAXES: a. **Equipment Installation.** Customer agrees to pay Johnson Controls pursuant to the progress-based billing schedule of values set forth herein. If the schedule of values includes an upfront installation deposit, it will be paid within 30 days of contract signing. Johnson Controls will not commence work until such deposit has been received. The remaining portion of the total installation charge for installation and commissioning will be progress billed monthly through completion of the job. Company progress-based billing can include progress payments for materials, goods, and equipment (ordered, delivered, or stored), and for any predesign, engineering, installation work or Services. Any outstanding Installation Charges and/or Fees shall be due and payable as a precondition to activation of System and, if applicable, connection to Johnson Controls Central Monitoring Center ("CMC") or any other Service(s). Any changes in the Statement of Work/Schedule of Protection made by the Customer after execution of this Agreement must be agreed to by Johnson Controls and Customer in writing and may be subject to additional charges, fees and/or taxes. Any equipment ordered by Customer by e-mail or telephone order shall be subject to terms and conditions of the Agreement and may be subject to shipping, handling, and/or restocking fees. Until Customer has paid Johnson Controls the Installation Charge and Fees, and Taxes in full, Customer grants to Johnson Controls a security interest in the Equipment and all the proceeds thereof to secure such payment.

b. **Services.** Customer agrees to pay Service Charges per annum set forth in the Scope of Work/Schedule of Protection (the "Annual Service Charges"), payable in advance on a(n) Quarterly basis, unless otherwise agreed by the parties in writing, plus applicable Taxes for 5 year(s) (the "Initial Term") effective from the date such Service is operative under this Agreement. After the Initial Term this Agreement shall automatically renew on a/an Annual basis. Johnson Controls will provide Customer with notice of any adjustments in the Charges, Fees and/or Taxes applicable to the renewal period no later than forty-five (45) days prior to the commencement of the renewal period. Unless terminated by either party upon written notice at least thirty (30) days prior to the anniversary date, the adjusted Charges, Fees and/or Taxes will be the Charges, Fees and/or Taxes for the renewal period. Johnson Controls shall have the right to increase Annual Service Charge(s) after one (1) year. Notwithstanding any other term in this Agreement, Johnson Controls may increase prices upon notice to Customer to reflect increases in material and labor costs. In addition, prices for Equipment covered by this Agreement may be adjusted by Johnson Controls, upon notice to Customer at any time prior to shipment and regardless of Customer's acceptance of the Johnson Control's proposal or quotation, to reflect any increase in Johnson Controls' cost of raw materials (e.g., steel, aluminum) inability to secure Equipment, changes or increases in law, labor, taxes, duties, tariffs or quotas, acts of government, any similar charges, or to cover any extra, unforeseen and unusual cost elements. For termination prior to the end of the Initial Term, Customer agrees to pay, in addition to any outstanding Fees and charges for Service(s) rendered prior to termination 90% of the Annual Service Charge(s) remaining to be paid for the unexpired term of the Agreement as liquidated damages but not as a penalty.

c. **Other Charges.** Customer agrees to pay any assessments, taxes, fees or charges imposed by any governmental body, telephone, communication, or signal transmission company such as false alarm, permitting or connection fees, or administration fees or service charges assessed by Johnson Controls related to AHJ requirements and/or changes to applicable laws, the need to reprogram alarm controls/devices to comply with area code, signal transmission, numbering or other changes relating to the installed Equipment and/or Service(s) provided under this Agreement ("Fees"). Customer is solely responsible to pay all applicable sales, use and/or similar taxes imposed by any taxing or governmental authority on the Equipment, System and/or Services provided hereunder ("Taxes") unless Customer provides to Johnson Controls a valid tax exemption certificate authorized by an appropriate taxing authority. If Customer fails to provide a valid tax exemption certificate, Customer shall remain liable for the payment of any such Taxes until paid in full.

d. **Invoicing.** Pricing is based upon the billing and payment terms set forth in this Agreement. All invoices will be delivered via email, paid via ACH/EFT bank transfer and are due net 30 from the date of invoice. ACH/EFT bank transfer details will be provided upon contract execution. The proposed total installation charge is contingent upon Customer agreeing to these payment and invoicing terms. Disputed invoices must be identified in writing within twenty-one (21) days of the date of invoice. Payment of any disputed amounts is due and payable upon resolution. Payment is a condition precedent to Johnson Controls' obligation to perform Services under this Agreement. Charges for Equipment and material covered by this Agreement do not include any amounts for changes in tariffs, duties or other similar charges imposed and/or enacted. This Agreement is entered into with the understanding that the services to be provided by Johnson Controls are not subject to any local, state, or federal prevailing wage statute. If it is later determined that local, state, or federal prevailing wage rates apply to the services to be provided by Johnson Controls, Johnson Controls reserves the right to issue a modification or change order to adjust the wage rates to the required prevailing wage rate. Customer agrees to pay for the applicable prevailing wage rates. Customer shall provide financial information requested by Johnson Controls to verify Customer's ability to pay for goods or services. If Customer fails to provide financial information or if Johnson Controls, in its sole discretion determines that reasonable grounds exist to question Customer's ability or willingness to make payments when due (e.g., not making payments when due, late payments, or a reduction in Customer's credit score), Johnson Controls may defer shipments, change payment terms, require cash in advance and/or require other security, without liability and without waiving any other remedies Johnson Controls may have against Customer. Johnson Controls shall provide Customer with advance written notice of changes to payment terms.

III. **ENTIRE AGREEMENT; CUSTOMER ACCEPTANCE:** This Agreement, together with all of its written Amendments, Riders, SOW and/or Exhibits, constitutes the entire agreement between the Customer and Johnson Controls relating to the subject matter hereof and supersedes any prior or contemporaneous oral or written agreements and understandings. The terms and conditions of this Agreement will prevail over any conflicting, inconsistent or additional terms and/or conditions contained in any purchase order, agreement, SOW or other document issued by Customer. Any changes must be mutually agreed to in writing by the authorized representatives of the Customer and Johnson Controls. In signing this Agreement, Customer is not relying on any advice, advertisements, or oral representations of Johnson Controls and agrees to be bound to the terms and conditions contained in all the pages of the Agreement. Customer agrees that any representation, promise, condition, inducement or warranty, express or implied, not included in this Agreement will not be binding upon Johnson Controls, and that the terms and conditions in this Agreement apply as printed without alteration or qualification, except as specifically modified by a written agreement signed by Johnson Controls and Customer. Any changes in the Statement of Work or scope of the work requested by the Customer after the execution of this Agreement may result in additional cost to the Customer and any such changes/additions must be authorized in a writing signed by both the Customer and Johnson Controls. Customer's failure to accept and sign this Agreement within thirty (30) days of the date shown above may result in price increases. Customer acknowledges that: (a) Johnson Controls has explained the full range of protection, equipment, and services available to Customer; (b) additional protection over and above that provided herein is available and may be obtained from Johnson Controls at an additional cost to the Customer; (c) Customer desires and has contracted for only the Equipment and/or Service(s) itemized in this Agreement; (d) the Equipment/Service(s) specified in this Agreement are for Customer's own use and not for the benefit of any third party; (e) Customer owns the premises in which the Equipment is being installed or has the authority to engage Johnson Controls to carry out the installation in the premises; and (f) Customer will comply with all laws, codes and regulations pertaining to the use of the Equipment/Service(s).

ATTENTION IS DIRECTED TO THE WARRANTY, LIMIT OF LIABILITY AND OTHER CONDITIONS CONTAINED IN THE SECTIONS ENTITLED "TERMS AND CONDITIONS" AND "ADDITIONAL TERMS AND CONDITIONS". THIS AGREEMENT REQUIRES FINAL APPROVAL OF A JOHNSON CONTROLS AUTHORIZED MANAGER BEFORE ANY EQUIPMENT/SERVICES MAY BE PROVIDED. IF APPROVAL IS DENIED, THIS AGREEMENT WILL BE TERMINATED AND JOHNSON CONTROLS ONLY OBLIGATION TO CUSTOMER WILL BE TO NOTIFY CUSTOMER OF SUCH TERMINATION AND REFUND ANY AMOUNTS PAID IN ADVANCE.

[Signature Follow on Next Page]

COMMERCIAL SALES AGREEMENT

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ESTIMATE NO.
1-8GK6B91

IF MAINTENANCE SERVICE IS DECLINED, CUSTOMER MUST INITIAL
HERE _____

JOHNSON CONTROLS SECURITY SOLUTIONS LLC

IF A 5-DAY FAMILIARIZATION PERIOD IS REQUESTED, CUSTOMER MUST INITIAL HERE

CUSTOMER: _____

Presented by: _____
(Signature of Johnson Controls Sales Representative)

Accepted By: _____
(Signature of Customer's Authorized Representative)

Sales Agent: John Metz
Sales Representative Registration Number (if applicable): _____

(Name Printed)

Title: _____

Date Signed: _____

CUSTOMER ACCEPTANCE

To ensure that JCI is compliant with your company's billing requirements, please provide the following information:

PO is required to facilitate billing: NO: this signed contract satisfies Agreement

YES: Single PO Required for Initial Term

Annual PO Required

ANSC PO Required Yearly (ANSC = Annual Service Charge)

AR Invoice are accepted via e-mail: YES: Email address to be used: _____

NO: Please submit invoices via mail NO: Please submit via _____

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SCOPE OF WORK / SCHEDULE OF PROTECTION

IV. **SCOPE OF WORK / SCHEDULE OF PROTECTION ("SOW"):** Johnson Controls agrees to install or cause to be installed the Equipment and furnish the Service(s), collectively, the System, on the terms and conditions set out in this Agreement.

A. **Ownership of System and/or Equipment:** Direct Sale (equipment to become property of the Customer upon payment of Installation Charges and Fees in full).

B. **Services to be Provided ("Services")**

Alarm monitoring and Notification Services:	No Service Selected
Video Surveillance Services:	No Service Selected
Managed Access Control Services:	No Service Selected
Video Equipment:	Closed Circuit Television PROVIDED
Maintenance Service Plan; Preventive Maintenance/Inspection:	Expert Maintenance and 1 Video Inspection PROVIDED
Additional Services:	No Service Selected

C. **Equipment to be Installed ("Equipment"):** Johnson Controls will install, or cause to be installed, the Equipment (or equivalent), as set forth in this SOW in Customer's designated facility(ies). As used herein, "installation" means: (i) affixing all Equipment and materials provided by Johnson Controls at such locations within the facility(ies) as are designated by Customer; (ii) providing and pulling cables/wires required to connect the Equipment to Customer's Communications Facilities and making such connections; (iii), in the case of a Digital Communicator installation, mount Equipment and plug into RJ31X phone jack previously installed by Customer; (iv) in the case of radio installation, mount radio Equipment and program Equipment with number furnished by Customer; (v) providing and installing software/firmware required by the Equipment; (vi) performing testing as required to establish that the Johnson Controls Equipment is connected, is functioning according to its specifications, and is communicating over Customer's Communications Facilities; and (vii) providing user-level training to Customer's designated representative in the use of such Equipment.

Qty	Product Name	Location
1	DESKTOP Q-SERIES NVR 8 IP PROFESSIONAL LICENSES 8TB INTERNAL STORAGE	NEMA box
1	RACKMOUNT KIT - FOR EXACQVISION GEN 2 G-SERIES 8-PORT POE - 14.17"	
1	WALL MOUNT KIT FOR SINGLE 8- OR 16-PORT GEN 2 G-SERIES SERVER.	
1	Illustra Pro Gen4 8MP (4K) PTZ, 22x, Outdoor, Vandal, White, TDN w/IR, TWDR	8MP - PTZ Camera
1	Ceiling Pole Mount Joint	For PTZ
1	SMART-UPS, 750VA, 2U, LCD, 120V, 8 X NEMA 5-15R, NEMA 5-15P	
1	8-PORT 802.3AT POE+ 10/100/1000BASE-TX MANAGED SWITCH, RACK MOUNT	Cabinet
1	Wall rack	
1	EasyCell LTE Cat 4 Industrial Cellular Router Wi-Fi	
1	NEMA 4/4X Indoor/Outdoor Cabinet with Integrated PoE Switch	
1	SINGLE LINE CCTV SURGE PROTECTOR	
1	1.25" DIA Drop Rod - Pipe from Lowes / Home Depot	6"-12"
1	90w PoE Injector	

D. **CHARGES AND ESTIMATED TAX:**

1. **Installation Charge:**

Installation Charge Amount:	\$28,904.90
* Estimated Tax(es):	\$1,854.50
TOTAL INSTALLATION CHARGE:	\$30,759.40
Installation Deposit Amount:	\$17,342.94

Planned Monthly Progress Billing Schedule of Values	
Description	%
Deposit/Advance Payment/Mobilization	60%
Monthly Progress Billing (Installation/Commissioning)	40%

Planned Monthly Progress Billing w/ First Labor Applied	
Description	%
First Labor Applied	20%
Demonstrated Use (if applicable)	10%
Final billing upon job completion	10%

2. Annual Service Charge:

Annual Service Charge Amount:	\$3,429.10
* Estimated Tax(es):	\$0.00
TOTAL ANNUAL SERVICE CHARGE:	\$3,429.10

* Tax value shown is estimated and may differ from the actual tax value that will be on the invoice.

E. **Scope of Work:** This Section is intended for installation use only. Any language contained in this Section that attempts to modify the Terms and Conditions of this Agreement shall be void and of no effect.

Contact Information: Jerry Philpot Project Manager – Information Technology & Revenue Analytics Augusta Utilities - Engineering Phone: 706-312-4130 Mobile: 706-513-6863 Email : gphilpot@augustaga.gov 452 Walker Street, Suite 200 Augusta, GA 30901
 System Operation: JCSS TO INSTALL A NEW 8MP PTZ UNDER THE AWNING OF THE 13TH ST GATES. THE NEW RECORDER WILL HOUSED IN A WALL MOUNTED, LOCKABLE CABINET IN THE CONNECTING ROOM.
 Programming Info: PROGRAM TO MANUFACTURER SPECS
 Site Conditions: EXISTING GATE WITH CONNECTING ROOM
 Existing Equipment: N/A
 Customer Expectations: NORMAL BUSINESS HOURS - MONDAY-FRIDAY. THE LOCAL IS TYPICALLY UNMANNED AND THE CUSTOMER WILL NOT BE PRESENT DURING THE ENTIRE INSTALLATION. A FINAL INSPECTION OF THE SYSTEM WILL BE COMPLETED WITH THE CUSTOMER AND A CUSTOMER ACCEPTANCE FORM SIGNED DURING THIS MEETING.
 Training Expectations: TRAIN CUSTOMER WHILE ON SITE.
 General Comments: Master Sales Agreement is active and in place between both parties. JCI suggest that the building become environmentally controlled in the future.
 Customer Responsibilities / Johnson Controls Exclusions: Permanent power, access to building and the surrounding gates, Static IP Address. SIM Card and active cellular services.
 Documentation Needs: DRAWING AND USER GUIDE WILL BE MADE AVAILABLE TO THE CUSTOMER.

Contract Notes -

TERMS AND CONDITIONS

TERMS AND CONDITIONS

V. Customer and Johnson Controls agree as follows:

A. Services.

A.1. Central Station Signal Receiving and Notification (Alarm Monitoring) Services. Intentionally left blank - Services have not been purchased.

A.2. Communication Facilities. Intentionally left blank - Alarm Monitoring Services have not been purchased.

A.3.1 Enhanced Maintenance Service Plan. Intentionally left blank - Services have not been purchased.

A.3.2 Expert Maintenance Service Plan ("Expert Maintenance"). 1. If Expert Maintenance is purchased, Johnson Controls will provide and bear the expense of maintenance/repair of the covered Equipment for issues related to normal wear and tear. The following are not covered under Expert Maintenance and any requested service will be provided on a time and materials basis: (a) window foil, (b) security screens, (c) product installed contrary to OEM specifications, (d) exterior wiring, (e) programming changes, (f) software updates/upgrades, unless Software Support Services are purchased, (g) consumables such as batteries and printer supplies, and (h) "Conditions" not covered by Warranty shown below. Customer shall pay for any related labor and/or materials for such work at Johnson Controls' then applicable rates. Additional charges may apply for service requiring the use of a lift. Johnson Controls' obligation to perform Expert Maintenance service relates solely to the covered Equipment. 2. If Expert Maintenance is not purchased prior to the expiration of the Equipment Warranty, Johnson Controls will provide such Expert Maintenance only after inspecting the Equipment to be covered and making any necessary repairs or replacements to bring the Equipment/System into compliance with Johnson Controls' specifications and/or the standards set by applicable law. 3. Expert Maintenance will be furnished during Johnson Controls' "Normal Working Hours" (between 8:00 A.M. and 4:30 P.M. Monday through Friday, except holidays). Expert Maintenance performed outside of these hours is subject to additional charges. Provision of Expert Maintenance is conditioned upon the continued availability of system components/parts from the original equipment manufacturer ("OEM").

A.3.3 Optimum Maintenance Service Plan. Intentionally left blank - Services have not been purchased.

A.3.4 Essential Maintenance Service Plan. Intentionally left blank - Services have not been purchased.

A.4. Testing/Inspections Service ("T/I"). If T/I Service is purchased, Johnson Controls will provide the number of inspections/tests on the covered Equipment as specified in this Agreement. Such T/I Services will be furnished during Johnson Controls' "Normal Working Hours" (between 8:00 A.M. and 4:30 P.M. Monday through Friday, except holidays). T/I Service performed outside of these hours is subject to additional charges.

A.5. Investigator Response Service. Intentionally left blank - Services have not been purchased.

A.6. Select View Managed Video Services/Interactive Video Monitoring Services. Intentionally left blank - Services have not been purchased.

A.6.1. Video/Audio Alarm Verification Service/Video Verification. Intentionally left blank - Services have not been purchased.

A.6.2. Video Guard Tour. Intentionally left blank - Services have not been purchased.

A.6.3. Video Escort. Intentionally left blank - Services have not been purchased.

A.6.4. Video Assist. Intentionally left blank - Services have not been purchased.

A.6.5. Video Audit. Intentionally left blank - Services have not been purchased.

A.6.6. Outdoor Interactive Video Monitoring Services. Intentionally left blank - Services have not been purchased.

A.6.7. Managed Video Portal. Intentionally left blank - Services have not been purchased.

A.6.8. Unattended Delivery - Alarm Based Video Monitoring. Intentionally left blank - Services have not been purchased.

A.6.9. Unattended Delivery - Live Video Monitoring of Process - Intentionally left blank - Services have not been purchased.

A.7. Closed Circuit Television ("CCTV")/Video Equipment. (a) System Requirements. Customer will provide: (i) adequate illumination under all operational conditions for the proper operation of any video camera(s); (ii) any required 110 AC power supply; and (iii) appropriate space for monitors. (b) Audio Monitoring/Recording. Customer's decision to install video equipment with audio recording and/or monitoring capability ("Video with Audio") is based solely on Customer's own independent business judgment, without any involvement or approval of Johnson Controls. Certain laws may limit or preclude the use of Video with Audio. By installing Video with Audio in Customer's premises, Customer accepts the responsibility of knowing and fully complying with all applicable laws, including but not limited to all requirements that clear and conspicuous notice be posted in Customer's premises warning of Customer's use of audio recording and/or monitoring equipment on its premises.

A.8. New York City Fire System. Intentionally left blank - covered system is not installed in NYC

A.9. Vision/Vision with Auditing. Intentionally left blank - Service is no longer offered.

A.10. Hosted Access. Intentionally left blank - Services have not been purchased.

A.11. Data Hosting/Storage Services. Intentionally left blank - Services have not been purchased.

A.12. Data Hosting/Storage Services Encrypted. Intentionally left blank - Services have not been purchased.

A.13. Mobile Security Management ("MSM") Services. Intentionally left blank - Services have not been purchased.

A.13. Mobile Security Management ("MSM") Services. Intentionally left blank - Services have not been purchased.

A.14. Software Support Services. If Software Support Services ("SSS") are purchased they will be provided on licensed software titles expressly identified in this agreement, (the "Covered Software"). Support Conditions. SSS for Covered Software are subject to the following conditions ("Support Conditions"): (a) Johnson Controls' receipt of the Software Support Fee; (b) the Covered Software is not modified from its standard form originally licensed by the software owner/licensor ("Licensor"); (c) Customer's use of Covered Software is in accordance with the end user license agreement ("EULA") between Customer and Licensor; if applicable; (d) Customer provides Johnson Controls (and/or its authorized representatives) with and when necessary (1) any information and/or documentation required to recreate the problem, defect, or non-conformity (individually/collectively, a "Problem"), (2) log in privileges for remote trouble shooting, (3) TCP/IP Ethernet network addresses, and (4) access to Customer's network, servers and/or hardware; and (e) the processor, operating system and associated system software, and other interdependent or reliant software are operating properly. Exclusions. Johnson Controls will not provide SSS when a Problem is caused by (a) relocation, movement, improper operation, neglect or misuse of the Covered Software or associated Equipment/System; (b) Customer's failure to maintain proper site or environmental conditions; (c) any attempts at configuration, repairs, support, or modifications to the Covered Software not performed by a Johnson Controls authorized representative; (d) discontinued systems or software; (e) casualty, act of God, the unauthorized acts of third parties; (f) failure or interruption of electrical power, telephone or communication line or like cause, or (g) any other cause external to the Covered Software. Problem Resolution. Johnson Controls will provide Customer with email and telephone support on the Covered Software. Johnson Controls then will use reasonable commercial efforts to resolve and correct the Problem within forty-eight (48) hours. Problem resolution and correction may be provided at Johnson Controls' discretion as a software fix or workaround. Johnson Controls will periodically advise Customer on Johnson Controls progress in diagnosing and/or correcting the reported Problem. Customer acknowledges that Johnson Controls may be unable to resolve Problem due to (a) Johnson Controls inability to recreate, locate or identify the Problem; (b) issues related to Customer's system hardware, network or Internet connectivity issues; or (3) issues for which the Original Equipment Manufacturer ("OEM") and/or Licensor (collectively, also referred to as an "Johnson Controls Supplier") has not provided a resolution or workaround. If Johnson Controls is unable to resolve or correct a Problem, Johnson Controls will notify Customer and provide underlying information as available. Notwithstanding anything to the contrary herein, Johnson Controls makes no warranties that its efforts will be successful in diagnosing, resolving, or correcting any Problem. Software

Updates. Customer understands that the SSS provides access to updates and upgrades but do not include the provision of software update or upgrade services unless purchased. If software upgrades are required to correct a Problem, such software upgrades will be provided, at Customer's request, on a time and materials basis at Johnson Controls' then-current hourly rates as such upgrades become available from the Johnson Controls Supplier. On Site Engineer Support Services. If Johnson Controls determines that on-site engineer support services ("ESS") are necessary to correct a Problem, Johnson Controls will provide ESS on a time and materials basis at Johnson Controls' then current ESS rates plus any related travel or other expenses. Such ESS may include on-site software installation assistance, training, or Problem diagnosis, resolution, and/or correction. Return of Defective Media. Customer may return any defective media directly to Johnson Controls using a Johnson Controls furnished return authorization number. Fee for Reinstatement. Customer may incur reinstatement charges ("Reinstatement Fee") at Johnson Controls then current rates, if it allows SSS to lapse and later requests reinstatement within one year from the time the SSS lapses. Limitation of Liability. Notwithstanding anything in the Agreement to the contrary, Customer acknowledges and agrees that neither Johnson Controls nor its Supplier will be responsible for Problems caused by changes in the operating characteristics of the Equipment/System upon which the Covered Software is operating, or for problems in the interaction of the Covered Software with Customer's Network or existing software/firmware/hardware. In no event will Johnson Controls and/or Johnson Controls Supplier be liable for any (a) third party claims; (b) loss or damage to any systems, records or data, or liabilities related to a violation of an individual's privacy rights; or (c) indirect, incidental, special, consequential, punitive, reliance, or cover damages (including lost profits and lost savings). Customer further agrees that, in no event will Johnson Controls' and/or Johnson Controls Supplier's aggregate liability regardless of cause (including, but not limited to, liability for negligence, strict liability, breach of contract, misrepresentation and other contract or tort claims) arising from the provision of or failure to provide SSS and/or Customer's use of or inability to use any Covered Software or related System, exceed the lesser of USD\$1,000 or the total SSS Fees paid by Customer.

A.15. Lynx Network Duress and Emergency Notification System ("Lynx System"). Intentionally left blank – Lynx System/Services have not been purchased.

A.16. RFID Tracking System ("System"). Intentionally left blank – RFID Systems have not been purchased.

A.17. HID SEOS Mobile Credential Service ("Service"). Intentionally left blank – Service has not been purchased.

A.18. Customer For Life Program ("Service"). Intentionally left blank – Service has not been purchased.

A.19. Outdoor Radar Perimeter Protection. Intentionally left blank – System has not been purchased.

A.20. Self-Printing Service. Intentionally left blank – Service has not been purchased.

A.21. Audio Enabled Devices. Customer acknowledges and agrees that Customer's decision to install and/or activate security equipment with audio recording and/or monitoring capability ("Audio Enabled Devices") is based solely on Customer's own independent business judgment or knowledge of applicable law. Tyco does not recommend, endorse, or render an opinion, legal or otherwise regarding such decision. Certain laws may limit or preclude the use of Audio Enabled Devices in Customer's premises. It is the responsibility of the Customer to know and fully comply with all applicable laws, including but not limited to any or all requirements that clear and conspicuous notice be provided concerning the use of Audio Enabled Devices in Customer's premises. In providing, installing and/or activating such Audio Enabled Devices, Tyco is relying on Customer's representations and agreements set forth herein and that the warranty, limitation of liability, limitation of action, release, third party indemnity, and other terms, limitations, restrictions, and conditions set forth in the Agreement shall fully apply.

A.22. Proactive Health Services. Intentionally left blank - Services have not been purchased.

A.23. Automated Notification. Intentionally left blank - Services have not been purchased.

A.24. Remote Technical Services. Intentionally left blank - Services have not been purchased

A.25. Anyvision Devices. Intentionally left blank – Equipment has not been purchased.

A.26. WhosOnLocation Service. Intentionally left blank - Services have not been purchased.

A.27. Vape Detection System. Intentionally left blank - Services have not been purchased.

A.28. Alcatraz Cloud Service. Intentionally left blank - Services have not been purchased.

A.29. CloudVue Service. Intentionally left blank - Services have not been purchased.

A.30. Visual Alarm Verification Service. Intentionally left blank - Services have not been purchased.

A.31. Halo Smart Sensor System. Intentionally left blank - System have not been purchased.

A.32. Embedded Resource Services. Intentionally left blank - Service have not been purchased.

A.33. Open Path System. Intentionally left blank - System or Service have not been purchased.

A.34 Open Eye Cloud Video Platform ("Open Eye Services"). Intentionally left blank - System or Service have not been purchased.

A.35 Sabre Systems Services. Intentionally left blank - System or Service have not been purchased.

A.36 Cantronics Telethermographic Device. Intentionally left blank - System or Service have not been purchased.

A.37. Digital Barriers Telethermographic System. Intentionally left blank - System or Service have not been purchased.

A.38. Installation and Lease Subscription Services for Evolv Express. Intentionally left blank - System or Service have not been purchased.

A.39. Installation and Purchase Subscription Services for Evolv Express. Intentionally left blank - System or Service have not been purchased.

A.40. Illustra Telethermographic System. Intentionally left blank - System or Service have not been purchased.

A.41. Wello Body Temperature Detection System. Intentionally left blank - System or Service have not been purchased.

A.42. ZKTECO Temperature System. Intentionally left blank - System or Service have not been purchased.

A.43. Milestone Video Surveillance Equipment. Intentionally left blank - System or Service have not been purchased.

A.44. SES Mobile-Based Keyless Access Control System. Intentionally left blank - System or Service have not been purchased.

A.45. Solink Cloud Video Services. Intentionally left blank - System or Service have not been purchased.

A.46. Qolsys Panel. Intentionally left blank - Panel have not been purchased.

A.47. GuardRFID. Intentionally left blank - Panel have not been purchased.

A.48. Purchase and Subscription Services for Motorola Concealed Weapons Detection System. Intentionally left blank - Panel have not been purchased.

A.49. Installation and Subscription Services for Motorola Concealed Weapons Detection System. Intentionally left blank - Panel have not been purchased.

A.50. Additional Services. If any other services, including but not limited to the following, are being furnished under this Agreement, Customer and Johnson Controls will enter into a separate Rider that will be attached to and incorporated as part of this Agreement: (a) Select Link - Immediate Response Information System (IRIS) (b) Managed Access Control (c) Electronic Article Surveillance ("EAS") (d) Guard Response Service (e) Radio Frequency Identification ("RFID") (f) Training Services (g) Watchman's Reporting Service.

B. Warranty (90-Day). 1. If the transaction type is "Direct Sale", any part of the System (as distinguished from the Firmware/Software) installed under this Agreement, including the wiring,

which proves to be defective in material or workmanship within ninety (90) days of the date of completion of the installation ("Warranty Period"), will be repaired or replaced, at in Johnson Controls' option with a new or functionally operative part. Materials required to repair or replace such defective components will be furnished at no charge during the Warranty Period. Warranty Services will be furnished during Johnson Controls' "Normal Working Hours" (between 8:00 A.M. and 4:30 P.M. Monday through Friday, except holidays). Warranty Service performed outside of these hours is subject to additional charges. 2. For "Johnson Controls-Owned" equipment/systems: (a) the equipment/systems are provided "AS IS" and without warranty; and (b) Customer is responsible to maintain such equipment/system in good working order.

3. The following "Conditions" are not covered by Warranty: (a) damage or extra service time needed resulting from accidents, acts of God, lightning, strikes, riots, floods, terrorism, acts of War, alteration, misuse, tampering or abuse, adjustments, repairs or maintenance not performed by Johnson Controls, or from parts, equipment, accessories, attachments or other devices not furnished by Johnson Controls; (b) Customer's failure to properly follow operating instructions provided by Johnson Controls or OEM; (c) adjustments necessitated by misalignment of video cameras, improper adjustment of monitor brightness and contrast tuning dials or insufficient light on the area viewed by the camera(s); (d) trouble due to interruption of Internet, telecommunications, and/or electrical service; (e) battery failure; (f) devices designed to fail in protecting the equipment/system, such as, but not limited to, fuses and circuit breakers; and (g) System modifications/customization requested by Customer. If Customer calls Johnson Controls for Warranty Service and Johnson Controls' representative finds that one of the "Conditions" has led to the inoperability or apparent inoperability of the Equipment/System or any component, Johnson Controls may bill Customer for the service call whether or not Johnson Controls actually works on the Equipment/System. If repairs are required due to one of the above "Conditions", Johnson Controls will charge Customer for such work on a time and materials basis at Johnson Controls' then applicable rates for labor and materials.

4. THE FOREGOING WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE CUSTOMER'S EXCLUSIVE REMEDY WITH RESPECT TO ANY AND ALL LOSSES OR DAMAGES RESULTING FROM ANY CAUSE WHATSOEVER, INCLUDING JOHNSON CONTROLS' NEGLIGENCE, IS REPAIR OR REPLACEMENT AS SPECIFIED ABOVE. JOHNSON CONTROLS WILL IN NO EVENT BE LIABLE FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES OF ANY NATURE, INCLUDING WITHOUT LIMITATION, DAMAGES FOR PERSONAL INJURY OR DAMAGES TO PROPERTY, HOWEVER OCCASIONED, WHETHER ALLEGED AS RESULTING FROM BREACH OF WARRANTY OR CONTRACT BY JOHNSON CONTROLS OR NEGLIGENCE OF JOHNSON CONTROLS OR OTHERWISE. Johnson Controls makes no and specifically disclaims all representations or warranties that the services, products, software or third party product or software will be secure from cyber threats, hacking or other similar malicious activity, or will detect the presence of, or eliminate, treat, or mitigate the spread transmission, or outbreak of any pathogen, disease, virus or other contagion, including but not limited to COVID 19.

5. Unless agreed to in writing by the parties, any technical support, assistance, or advice ("Technical Support") provided by JOHNSON CONTROLS, such as suggestions as to design use and suitability of the Equipment and products for the Customer's application, is provided in good faith, but Customer acknowledges and agrees that JOHNSON CONTROLS is not the designer, engineer, or installer of record. Any Technical Support is provided for informational purposes only and shall not be construed as a representation or warranty, express or implied, concerning the proper selection, use, and/or application of the Equipment and products. Customer assumes exclusive responsibility for determining if the equipment and products supplied by JOHNSON CONTROLS are suitable for its intended application and all risk and liability, whether based in contract, tort or otherwise, in connection with its application and use of the equipment and products.

C. System Requirements, Miscellaneous. 1. Vaults. Customer must ensure that any Customer vault protected by sound or vibration detector systems has the minimum construction characteristics prescribed by the Underwriters' Laboratories, Inc. 2. System Testing. Customer must test all detection devices or other electronic equipment according to procedures prescribed by Johnson Controls prior to setting the alarm system for closed periods and must notify Johnson Controls promptly if such equipment fails to respond to any such test. 3. Familiarization Period. UNLESS CUSTOMER HAS REJECTED THE FAMILIARIZATION PERIOD (EXCEPT WHERE A FAMILIARIZATION PERIOD IS REQUIRED BY LAW), CUSTOMER AGREES THAT: (a) DURING A FIVE (5) DAY FAMILIARIZATION PERIOD, OR SUCH PERIOD AS IS REQUIRED BY LAW; AND (b) FOLLOWING COMPLETION OF THE INSTALLATION AND THE COMMUNICATIONS CONNECTION TO JOHNSON CONTROLS' CMC (AND DURING ANY APPLICABLE EXTENSIONS), JOHNSON CONTROLS HAS NO OBLIGATION TO, AND WILL NOT, RESPOND TO ANY ALARM SIGNAL RECEIVED AT THE JOHNSON CONTROLS' CMC FROM CUSTOMER'S PREMISES DURING SUCH FAMILIARIZATION PERIOD. CUSTOMER ALSO AGREES THAT DURING SUCH PERIOD JOHNSON CONTROLS HAS NO OBLIGATION TO, AND WILL NOT, NOTIFY ANY AUTHORITIES, CUSTOMER, OR A PERSON ON CUSTOMER'S EMERGENCY CONTACT LIST, OR TAKE ANY OTHER ACTION WITH REGARD TO ANY ALARM SIGNAL JOHNSON CONTROLS RECEIVES, EVEN IF DUE TO AN ACTUAL EMERGENCY EVENT. 4. Special Equipment Requirements. If Customer requires installation or service of equipment in areas inaccessible without the use of lifts or cranes, or if non-standard conditions at the Customer site require special equipment for installation or service, Customer will provide such equipment, or will reimburse Johnson Controls for any applicable charges or fees. 5. Training Services. Johnson Controls provides initial training to Customer on use of the equipment installed at the time of installation. Thereafter, Customer may purchase additional training in one-hour increments at Johnson Controls' then current rate. 6. Site Preparation, Intrusion and Restoration. Unless otherwise noted herein, Customer is responsible for providing: (a) any necessary electric current, (b) an outlet within 10 feet of an alarm control panel, (c) telephone connections, (d) network drops, and (e) any required conduit, wiremold, or other raceway, (f) any required IP address assignments, and (g) additional network software licensing. The installation of the equipment/system may necessarily require cutting, bolting or fastening into Customer's floors, walls and/or ceilings. Johnson Controls shall not be responsible for any expenses related to intrusion, mold, fungi, bacteria, wet/dry rot, patching, floor or wall finishing, or paint, tile, carpet or wallpaper matching, restoration or replacement resulting from installation or service of the equipment/system. 7. Battery Powered Devices. Customer understands that any battery-powered motion detectors, smoke detectors, door and window contact transmitters and other detection sensors installed/serviced under this Agreement require batteries to operate. THESE BATTERY-POWERED DETECTION SENSORS WILL NOT OPERATE, AND THE ALARM WILL NOT SOUND, IF THE BATTERY ENERGY LEVEL OR CHARGE IS LOW, OR DEPLETED. It is Customer's sole responsibility to maintain and replace any batteries. Customer shall carefully read and follow the owner's manual, instructions and warnings for all such equipment and regularly inspect the sensors for dirt and dust buildup and test the sensors weekly to help maintain continued operation. 8. Customer is solely responsible for the establishment, operation, maintenance, access, security and other aspects of its computer network ("Network") and shall supply Johnson Controls secure Network access for providing its services. Products networked, connected to the internet, or otherwise connected to computers or other devices must be appropriately protected by Customer and/or end user against unauthorized access. Customer is responsible to take appropriate measures, including performing back-ups, to protect information, including without limit data, software, or files (collectively "Data") prior to receiving the service or products.

D. Electronic Media; Personal Information; Consent to Call, Text or Email. 1. Electronic Media. Either party may scan, fax, email, image, or otherwise convert this Agreement into an electronic format of any type or form, now known or developed in the future. Any unaltered or unadulterated copy of this Agreement produced from such an electronic format will be legally binding upon the parties and equivalent to the original for all purposes, including litigation. Johnson Controls may rely upon Customer's assent to the terms and conditions of this Agreement, if Customer has signed this Agreement or has demonstrated its intent to be bound whether by electronic signature or otherwise. 2. Personal Information. Customer represents and warrants that Customer has obtained all consents and has the right to (a) disclose to Johnson Controls all personal information disclosed hereunder concerning individuals/employees/other third parties including all information contained in Customer's Emergency Call List ("ECL"); (b) permit Johnson Controls to collect (including consent to record telephone conversations with Johnson Controls), use, disclose and transfer such personal information; and (c) expressly authorizes Johnson Controls to use such personal information to administer the relationship and the agreement between Customer and Johnson Controls, including, but not limited to, contacting Customer personnel at the telephone numbers and/or email addresses provided: (i) using SMS, text, prerecorded messages, or automated calling devices to deliver messages to set/confirm a service/installation appointment; and/or (ii) to provide information or offers about products and services of interest to Customer. Customer acknowledges and agrees that Johnson Controls may share all such information with its parents, subsidiaries, affiliates and its/their successor corporations or any subcontractor or assignee, within and outside the country in which the Customer is located and thereby subject such information to the laws of such countries.

E. Limitation of Liability, Indemnification (Sale of Access/Video Equipment and Installation Only). Notwithstanding anything to the contrary in this Agreement or any purchasing document presented by Customer, only Video and/or Access Equipment and Services shall be provided by Johnson Controls under the terms and conditions of this Agreement. The Equipment and Services provided by Johnson Controls under this Agreement will not include: (a) burglar and/or fire detection or alarm equipment or monitoring, maintenance, inspection or other services; (b) security guard services; or (c) architectural, engineering, or design professional services. If any other equipment or services are requested by or provided to Customer, then such equipment and/or services shall be provided under a separate written agreement executed by Customer and Johnson Controls which shall contain the alarm industry specific terms and conditions.

1. Indemnity. (a) Johnson Controls shall defend, indemnify and hold Customer, its corporate affiliates, and their respective officers, directors, agents and employees harmless from damage, liability and expense resulting from the negligent acts or willful misconduct of Johnson Controls' agents and employees committed while performing Services on Customer's premises, to the extent that they are the direct cause of the loss, damage or injury to third parties or Customer's property (e.g., equipment dislodging and striking a third party due to improper installation), as opposed to being caused by an occurrence or the consequences therefrom that the Equipment or Services were intended to deter, detect or avert. (b) Customer shall defend, indemnify and hold Johnson Controls, its affiliates, and their respective officers, directors, agents, suppliers and employees, harmless from damage, liability and expense to the extent that any such loss is not directly caused by the negligent acts or willful misconduct of Johnson Controls' agents, suppliers and/or employees, or arises out of any claim related to invasion of privacy, infliction of emotional distress, harassment, violation of eavesdropping/wiretapping laws or similar claims arising out of Customer's use of the Equipment and/or Services.

2. Limitations on Liability. If Customer uses the Equipment and/or Services to aid in monitoring or controlling the location or activities of persons on or about its property and premises, Customer acknowledges that the Equipment and/or Services are not intended to be the sole means for doing so. Johnson Controls' Equipment and Services do not cause and cannot eliminate occurrences of the events they are intended to deter, detect, avert or record. Johnson Controls is not an insurer of the safety or security of any person, entity or property, or against the risks attendant to a person's presence in, or ingress to or egress from any building, property or area that may be monitored by the Equipment and/or Services. The amounts Johnson Controls charges Customer are not insurance premiums. Such charges are based upon the value of the Equipment and Services provided and are unrelated to any such risk of loss. Johnson Controls and its suppliers do not undertake and assume no liability for such risk by providing the Equipment and/or Services. If Johnson Controls and/or one (or more) of its suppliers is nevertheless found liable under any legal theory for loss, damage or injury caused directly or indirectly by occurrences or the consequences thereof from which the Equipment and/or Services are intended to deter, detect, avert or record, Johnson Controls' liability and the liability of its suppliers shall be limited to the sums paid by Customer for the Equipment or Services at issue as Customer's sole remedy. Johnson Controls and its suppliers are not responsible for the preservation of any computer programs or data and Customer is responsible for maintaining adequate back-ups.

F. Other Charges; Remedies; Termination. 1. There may be a service charge to Customer for cancelled installation/service appointments if Customer cancels less than 24-hours prior to dispatch, or if Johnson Controls' representative is sent to the Customer's premises in response to a service call for false alarm or System malfunction caused by Customer's operation contrary to instructions, failure to close or properly secure a window, door or other protected point, or improper adjustment of monitors or accessory components. 2. Customer acknowledges and agrees that timely payments of the full amounts listed on invoices is an essential term of this Agreement and that Customer's failure to make payment in full when due is a material breach of this Agreement. Customer further acknowledges that if there is any amount outstanding on an invoice, it is material to Johnson Controls and shall give Johnson Controls, in addition to any other available remedies, the right to, without notice, (a) suspend, discontinue or terminate performing any Services and/or withhold further deliveries of equipment and other materials, terminate or suspend any unpaid software licenses, and/or suspend Johnson Controls' obligations under or terminate this Agreement and (b) to charge interest on the amounts that remain unpaid more than thirty (30) days past the due date specified in the invoice(s) at a rate equal to the lesser of 1.5% per month or the maximum rate permitted under applicable law, until payment is made in full. Customer agrees to pay all costs, expenses and fees of Johnson Controls' enforcement of this Agreement, including collection expenses, court costs, and attorneys' fees. Johnson Controls' election to continue providing future Services does not, in any way, diminish Johnson Controls' right to terminate or suspend Services or exercise any or all rights or remedies under this Agreement. Johnson Controls shall not be liable for any damages, claims, expenses or liabilities arising from or relating to suspension of services for non-payment. In the event that there are exigent circumstances requiring Services or Johnson Controls otherwise performs Services at the premises following suspension, those Services shall be governed by the terms of this Agreement unless a separate contract is executed. If Customer disputes any late payment notice or Johnson Controls' efforts to collect payment, Customer shall immediately notify Johnson Controls in writing and explain the basis of the dispute. In the event of Customer's default, the balance of any outstanding amounts will be immediately due and payable. Installation Charge(s) are based on Johnson Controls performing the installation with its own personnel. If for any reason installation must be performed by outside contractors, Installation Charge(s) may be subject to revision. 3. In addition to any other remedies available to Johnson Controls, Johnson Controls may terminate this Agreement and discontinue any Service(s) if (a) Johnson Controls' CMC is substantially damaged by fire or catastrophe or if Johnson Controls is unable to obtain any connections or privileges required to transmit signals between the Customer's premises, Johnson Controls' CMC or the Municipal Fire or Police Department or other first responder; (b) Customer fails to follow Johnson Controls' recommendations for the repair or replacement of defective parts of the System not covered under the Warranty or QSP Service; (c) Customer's failure to follow the operating instructions provided by Johnson Controls results in an undue number of false alarms or System malfunction; (d) in Johnson Controls' sole opinion, the premises in which the System is installed are unsafe, unsuitable, or so modified or altered after installation as to render continuation of Service(s) impractical or impossible; (e) If Johnson Controls' performance of its obligations becomes impracticable due to obsolescence or unavailability of systems, Equipment, or products (including component parts and/or materials) or because Johnson Controls or its supplier(s) has discontinued the manufacture or the sale of the Equipment and/or products or is no longer in the business of providing the Services; (f) Johnson Controls is unable to obtain or continue to support technologies, TeleCom Services, or Communication Facilities; (g) changes in applicable law; or (h) Customer fails to make payments when due or otherwise breaches this Agreement. Johnson Controls will not be liable for any damages or subject to any penalty as a result of any such termination. Johnson Controls may terminate this Agreement, or the affected portions, at its sole discretion upon notice to the Customer if Johnson Controls' performance of its obligations are prohibited because of changes in applicable laws, regulations or codes.

G. Hazardous Materials. For all projects except those involving new construction, Customer represents and warrants that to the best of Customer's knowledge the work site is free of any hazardous materials. The term "hazardous materials" includes but is not limited to asbestos, asbestos-containing material, polychlorinated biphenyl ("PCB"), formaldehyde or other potentially toxic or otherwise hazardous material. If any such substance is discovered on the work site, Johnson Controls will not be required to install or service the Equipment at such site unless and until Customer certifies the removal or safe containment of such hazardous materials. Customer shall indemnify, defend, and hold Johnson Controls, its officers, directors, agents, and vendors harmless from any damages, claims, injuries, liabilities resulting from the exposure of Johnson Controls' employees, contractors, or subcontractors to hazardous materials at the work site; provided, however, that the foregoing provision will not apply when it has been determined that such hazardous materials were brought to the work site by Johnson Controls.

H. Waivers. 1. Waiver of Jury Trial. CUSTOMER AND JOHNSON CONTROLS BOTH AGREE TO WAIVE THEIR RIGHT TO A JURY TRIAL IN ANY LEGAL PROCEEDING ARISING OUT OF OR IN ANY MANNER CONNECTED WITH OR RELATED TO THIS AGREEMENT. 2. Mutual SAFETY Act Waiver. Certain of Johnson Controls' systems and services have received Certification and/or Designation as Qualified Anti-Terrorism Technologies ("QATT") under the Support Anti-Terrorism by Fostering Effective Technologies Act of 2002, 6 U.S.C. §§ 441-444 (the "SAFETY Act"). As required under 6 C.F.R. 25.5 (e), to the maximum extent permitted by law, Johnson Controls and Customer hereby agree to waive their right to make any claims against the other for any losses, including business interruption losses, sustained by either party or their respective employees, resulting from an activity resulting from an "Act of Terrorism" as defined in 6 C.F.R. 25.2, when QATT have been deployed in defense against, response to, or recovery from such Act of Terrorism.

I. Miscellaneous. 1. Enforceability. If any of the provisions of this Agreement shall be determined to be invalid or unenforceable, the remaining provisions shall remain in full force and effect. 2. Paragraph and Section Headings; Captions; Counterparts. The headings and captions contained in this Agreement are inserted for convenience or reference only, and are not to be deemed part of or to be used in construing this Agreement. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same agreement. 3. FARs. Johnson Controls supplies "commercial items" within the meaning of the Federal Acquisition Regulations (FAR), 48 CFR Parts 1-53. As to any customer order for a U.S. Government contract, Johnson Controls will comply only with those mandatory flow-downs for commercial item and commercial services subcontracts listed either at FAR 52.244-6, or 52.212-5(e)(1), as applicable. 4. Export Control. Customer shall not export or re-export, directly or indirectly, any: (i) product or service provided under this Agreement; (ii) technical data; (iii) software; (iv) information; or (v) items acquired under this Agreement to any country for which the United States Government (or any agency thereof) requires an export license or other approval without first obtaining any licenses, consents or permits that may be required under the applicable laws of the U.S. or other foreign jurisdictions, including the Export Administration Act and Regulations and shall incorporate in all export shipping documents the applicable destination control statements. Customer shall, at its own expense, defend, indemnify and save Johnson Controls harmless from and against all third-party claims, liability, loss or damage (including attorneys' fees and other defense costs), assessed against or suffered by Johnson Controls as a result of an allegation or claim of noncompliance by Customer with this Section. The obligations contained in this Section shall survive the termination or expiration of this Agreement. 5. Insurance. Johnson Controls maintains comprehensive General Liability and Automobile Liability Insurance in amounts that meet or exceed: \$1,000,000 per incident - \$2,000,000 in the aggregate and Worker's Compensation coverage as required by law. Johnson Controls will not be required to provide a waiver of subrogation in favor of any party, nor will Johnson Controls be required to designate any party as a statutory employer for any purposes. 6. Johnson Controls Brand. Without exception, Johnson Controls-branded Signage, including yard signs, window stickers and warning signs will remain the property of Johnson Controls and may be removed by Johnson Controls at any time. Customer's right to display Johnson Controls-branded Signage is not transferable and ceases upon termination or expiration of this Agreement. 7. Resale. If Johnson Controls is connecting to a previously installed existing system, to the extent the previously installed existing system is Customer's property, it shall remain Customer's property.

J. System Software; Network Connections. 1. Any software provided with the System or in connection with the Services is proprietary to Johnson Controls and/or Johnson Controls' supplier(s) and is licensed or sublicensed to Customer on a non-exclusive basis. Customer may not (a) disclose the Software or source code to any third parties, (b) duplicate, reproduce, or copy all or any part of the Software, or (c) use the Software on equipment other than with the designated System with which it was furnished. A separate Software License Agreement or End User License Agreement between Johnson Controls and Customer and/or the software publisher may be required to use the software and/or obtain updates/upgrades. If the installed Equipment is to be connected to Customer's computer network ("Network"), Johnson Controls will furnish and install the software needed to run the Equipment and will connect the Equipment to the Network according to the Network settings supplied by Customer. Installation shall not include modifications to the Network, security, or firewall settings. Customer will supply a TCP/IP Ethernet network address and central processing unit per Johnson Controls specifications for access control system operation. Johnson Controls shall not be responsible for the setup, operation, or maintenance of the Network or Network performance or compatibility issues. Johnson Controls may assess additional charges, if Johnson Controls is unable to connect to the Network or if any additional Equipment is required to facilitate connectivity between the Network and the Equipment. 2. Open Source Software. Johnson Controls represents and warrants to the end user of the System that, to the extent the System includes any Open Source Software, the internal use and operation of the System by the end user will not create any obligation on the part of the end user under the terms of any Open Source License (i) to make any source code or object code available to third parties, or (ii) to license, disclose or otherwise make available to third parties any proprietary software, data or other information, or any associated intellectual property. As used herein, the term "Open Source Software"

means any software, program, module, code, library, database, driver or similar component (or portion thereof) that is royalty free, proprietary software, the use of which requires any contractual obligations by the user such as, without limitation, that software that is subject to, distributed, transmitted, licensed or otherwise made available under any of the following licenses: GNU General Public License, GNU Library or "Lesser" Public License, Berkeley Software Distribution (BSD) license (including Free BSD and BSD-style licenses), MIT license, Mozilla Public License, IBM Public License, Apache Software License, Artistic license (e.g., PERL), Sun Industry Standards Source License, Sun Community Source License (SCSL), Intel Open Source License, Apple Public Source License, or any substantially similar license, or any license that has been approved by the Open Source Initiative, Free Software Foundation or similar group (collectively, "Open Source Licenses").

K. Force Majeure. Johnson Controls assumes no liability for delays in installation of the Equipment or for the consequences therefrom, however caused. Johnson Controls shall not be liable, nor in breach or default of its obligations under this Agreement, for delays, interruption, failure to render services, or any other failure by Johnson Controls to perform an obligation under this Agreement, where such delay, interruption or failure is caused, in whole or in part, directly or indirectly, by a Force Majeure Event. A "Force Majeure Event" is a condition or event that is beyond the reasonable control of Johnson Controls, whether foreseeable or unforeseeable, including, without limitation, acts of God, severe weather (including but not limited to hurricanes, tornados, severe snowstorms or severe rainstorms), wildfires, floods, earthquakes, seismic disturbances, or other natural disasters, acts or omissions of any governmental authority (including change of any applicable law or regulation), epidemics, pandemics, disease, viruses, quarantines, or other public health risks and/or responses thereto, condemnation, strikes, lock-outs, labor disputes, an increase of 5% or more in tariffs or other excise taxes for materials to be used on the project, fires, explosions or other casualties, thefts, vandalism, civil disturbances, insurrection, mob violence, riots, war or other armed conflict (or the serious threat of same), acts of terrorism, electrical power outages, interruptions or degradations in telecommunications, computer, network, or electronic communications systems, data breach, cyber-attacks, ransomware, unavailability or shortage of parts, materials, supplies, or transportation, or any other cause or casualty beyond the reasonable control of Johnson Controls. If Johnson Controls' performance of the work is delayed, impacted, or prevented by a Force Majeure Event or its continued effects, Johnson Controls shall be excused from performance under the Agreement. Without limiting the generality of the foregoing, if Johnson Controls is delayed in achieving one or more of the scheduled milestones set forth in the Agreement due to a Force Majeure Event, Johnson Controls will be entitled to extend the relevant completion date by the amount of time that Johnson Controls was delayed as a result of the Force Majeure Event, plus such additional time as may be reasonably necessary to overcome the effect of the delay. To the extent that the Force Majeure Event directly or indirectly increases Johnson Controls' cost to perform the services, Customer is obligated to reimburse Johnson Controls for such increased costs, including, without limitation, costs incurred by Johnson Controls for additional labor, inventory storage, expedited shipping fees, trailer and equipment rental fees, subcontractor fees, compliance with vaccination requirements or other costs and expenses incurred by Johnson Controls in connection with the Force Majeure.

L. Assignment. This Agreement is not assignable by the Customer except upon written consent of Johnson Controls first being obtained. Johnson Controls shall have the right to assign this Agreement or to subcontract any of its obligations under this Agreement without notice to Customer.

M. Digital Enabled Services, Software and Hosted Software Services. If Johnson Controls provides Digital Enabled Services under this Agreement, these Digital Enabled Services require the collection, transfer and ingestion of building, equipment, system time series, and other data to Johnson Controls' cloud-hosted software applications. Customer consents to and grants Johnson Controls right to collect, ingest and use such data to enable Johnson Controls and its affiliates and agents to provide, maintain, protect, develop and improve the Digital Enabled Services and Johnson Controls products and services. Customer acknowledges that, while Digital Enabled Services generally improve equipment performance and services, Digital Enabled Services do not prevent all potential malfunction, insure against all loss, or guarantee a certain level of performance. Customer shall be solely responsible for the establishment, operation, maintenance, access, security and other aspects of its computer network ("Network"), shall appropriately protect hardware and products connected to the Network and will supply Johnson Controls secure Network access for providing its Digital Enabled Services. As used herein, "Digital Enabled Services" mean services provided hereunder that employ Johnson Controls software and related equipment installed at Customer facilities and Johnson Controls cloud-hosted software offerings and tools to improve, develop, and enable such services. Digital Enabled Service may include, but are not limited to, (a) remote servicing and inspection, (b) advanced equipment fault detection and diagnostics, and (c) data dashboarding and health reporting. If Customer accesses and uses Software that is used to provide the Digital Enabled Services, the Software Terms (defined below) will govern such access and use.

Johnson Controls Digital Solutions. Use, implementation, and deployment of the software and hosted software products ("Software") offered under these terms shall be subject to, and governed Johnson Controls' standard terms for such Software and Software related professional services in effect from time to time at www.johnsoncontrols.com/techterms (collectively, the "Software Terms"). Specifically, the Johnson Controls General EULA set forth at www.johnsoncontrols.com/buildings/legal/digital/generaleula governs access to and use of software installed on Customer's premises or systems and the Johnson Controls Terms of Service set forth at www.johnsoncontrols.com/buildings/legal/digital/generatios govern access to and use of hosted software products. The applicable Software Terms are incorporated herein by this reference. Other than the right to use the Software as set forth in the Software Terms, Johnson Controls and its licensors reserve all right, title, and interest (including all intellectual property rights) in and to the Software and improvements to the Software. The Software that is licensed hereunder is licensed subject to the Software Terms and not sold. If there is a conflict between the other terms herein and the Software Terms, the Software Terms shall take precedence and govern with respect to rights and responsibilities relating to the Software, its implementation and deployment and any improvements thereto.

Notwithstanding any other provisions of this Agreement, unless otherwise agreed, the following terms apply to Software that is provided to Customer on a subscription basis (i.e., a time limited license or use right), (each a "Software Subscription"): Each Software Subscription provided hereunder will commence on the date the initial credentials for the Software are made available (the "Subscription Start Date") and will continue in effect until the expiration of the subscription term noted in the applicable statement of work, order or other applicable ordering document. At the expiration of the Software Subscription, such Software Subscription will automatically renew for consecutive one (1) year terms (each a "Renewal Subscription Term"), unless either party provides the other party with a notice of non-renewal at least ninety (90) days prior to the expiration of the then-current term. To the extent permitted by applicable law, Software Subscriptions purchases are non-cancelable, and the sums paid nonrefundable. Fees for Software Subscriptions shall be paid annually in advance, invoiced on the Subscription Start Date and each subsequent anniversary thereof. Customer shall pay all invoiced amounts within thirty calendar days after the date of invoice. Payments not made within such time period shall be subject to late charges as set forth in the Software Terms. Unless otherwise agreed by the parties in writing, the subscription fee for each Renewal Subscription Term will be priced at Johnson Controls' then-applicable list price for that Software offering. Any use of Software that exceeds the scope, metrics or volume set forth in this Agreement and applicable SOW will be subject to additional fees based on the date such excess use began.

N. Privacy. 1. Johnson Controls as Processor: Where Johnson Controls factually acts as Processor of Personal Data (as defined therein) on behalf of Customer, the terms at www.johnsoncontrols.com/dpa shall apply. 2. Johnson Controls as Controller: Johnson Controls will collect, process and transfer certain personal data of Customer and its personnel related to the business relationship between it and Customer (for example names, email addresses, telephone numbers) as controller and in accordance with Johnson Controls' Privacy Notice at <https://www.johnsoncontrols.com/privacy>. Customer acknowledges Johnson Controls' Privacy Notice and strictly to the extent consent is mandatorily required under applicable law, Customer consents to such collection, processing and transfer. To the extent consent to such collection, processing and transfer by Johnson Control is mandatorily required from Customer's personnel under applicable law, Customer warrants and represents that it has obtained such consent.

O. Dispute Resolution: Johnson Controls shall have the sole and exclusive right to determine whether any dispute, controversy or claim arising out of or relating to the Agreement, or the breach thereof, shall be submitted to a court of law or arbitrated. The laws of Delaware shall govern the validity, enforceability, and interpretation of this Agreement, without regard to conflicts of law principles thereof, and the exclusive venue for any such litigation or arbitration shall be in Milwaukee, Wisconsin. The parties waive any objection to the exclusive jurisdiction of the specified forums, including any objection based on forum non conveniens. In the event the matter is submitted to a court, Johnson Controls and Customer hereby agree to waive their right to trial by jury. In the event the matter is submitted to arbitration by Johnson Controls, the costs of arbitration shall be borne equally by the parties, and the arbitrator's award may be confirmed and reduced to judgment in any court of competent jurisdiction. Except as provided below, no claim or cause of action, whether known or unknown, shall be brought by either party against the other more than one year after the claim first arose. Claims not subject to the one-year limitation include claims for unpaid: (1) contract amounts, (2) change order amounts (approved or requested) and (3) delays and/or work inefficiencies. Customer will pay all of Johnson Controls' reasonable collection costs (including legal fees and expenses).

P. Johnson Controls License Information: AL 1498, 1499, 1500, 1501, 1502, A-0244, The Security Industry is governed by the rules and regulations of the Alabama Electronic Security Board of Licensure. If you would like information on these rules and regulations or would like to register a complaint you can contact the Board at: AESBL 7956 Vaughn Rd., Montgomery 36116, (334) 264-9388 Fax: 334-264-9332 AK 125516; 1058473, 5430 Fairbanks Street, Suite 7 Anchorage, AK 99507 AR 0000199, 0030740118 Regulated by Arkansas Bd. of Private Investigators & Private Security Agencies, #1 State Police Plaza Dr., Little Rock 72209, (501) 618-8600 AZ ROC281489, 18267-0 CA 977249; alarm company operators are licensed and regulated by the Bureau of Security & Investigative Services, Dept. of Consumer Affairs, Sacramento, CA 95814 CT 0106099-L5 DC ECS1327 FL EF20000890, EF20000341, EF0000478 GA LVA002833, LVA205386, LVU004635 HI CT-32427 ID PWC-C-12256-A-4, RCE-33602, EC012834 IL 127001526, 128000246, 128000243 LA 24889, F523, F489 MA 401-C, MI 3601206912, A-0352, A-0170, 3602206914, A-0638, 3602206913, A-1058, A-1199 Whitcomb Avenue Madison Heights, MI 48071; MN TS651063 MS 15024088, 19530-SC NC 846-CSA, 28510-SP-FA/LV, 19385-SP-FA/LV, 27353-SP-FA/LV, 19718-SP-FA/LV, 24191-SP-FA/LV, 22850-SP-FA/LV 101 Industrial Drive, Ste 104 Raleigh, NC 27069, (919) 788-5320 NJ 34BF00050200, P00451, 607013 NM 375283 NV 0077542, F470, F469, NY 12000327404, Licensed by NYS Dept. of State OH E16782, 50-18-1052, 50-25-1050, 50-48-1032, 50-57-1119, 53-31-1582 OK AC-67 OR CLE-322, 197010, AC-67 PA Pennsylvania Home Improvement Contractor Registration Number: PA010083 RI 18004, AF-09170 TN ACC1704, ACC1705, ACC1707, ACC1708, ACC1709, ACC710, ACC1711 TX B00536, 4200 Buckingham Road Ste 150, Ft. Worth, TX 76115 - Dept of Public Safety, Private Security 5805 N. Lamar Blvd, Austin 78752, ACR-1460 UT 8390557-6501 VA 11-7587, 11-7575, 11-7591, 11-7573, 11-7589, 11-7578, 2705147765 WA JOHNCS837N4, 19625 62nd Ave South, Ste C12 Kent,

WA 98032 WV 050291. The foregoing list shows only those license numbers Johnson Controls Security Solutions LLC ("Johnson Controls") is required by law to include on marketing materials. A comprehensive list of licenses held by Johnson Controls is available on www.johnsoncontrols.com. California Customers Only: Upon completion of the installation of the alarm system, the alarm company shall thoroughly instruct the purchaser in the proper use of the alarm system. Failure by the licensee, without legal excuse, to substantially commence work within 20 days from the approximate date specified in the agreement when the work will begin is a violation of the Alarm Company Act.

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COMMERCIAL SALES AGREEMENT

TOWN NO.
0292-AUGUSTA, GA

CUSTOMER NO.
129207608

JOB NO.

PO NO.

ESTIMATE NO.
1-8GK6B91

ADDITIONAL TERMS AND CONDITIONS

DATE: 1/14/2025

Johnson Controls Security Solutions LLC ("Johnson Controls")

John Metz
3243 Sunset Blvd,
West Columbia, SC 29169-3427
Tele. No. (803) 543-6490

Augusta Utilities
d/b/a:
("Customer")
Customer Billing Information
452 Walker Street, Suite 200
Augusta, GA 30901
Attn: Dennis Martin
Tele. No. (706) 312-4130

Customer Premises Served
2421 Riverlook Dr,
Augusta, GA 30904
Attn:
Tele. No. (706) 312-4126

Notwithstanding anything in the Agreement to the contrary, Johnson Controls and Customer agree as follows:

All other terms and conditions of the Agreement, except those expressly modified herein, shall remain in full force and effect.

JOHNSON CONTROLS SECURITY SOLUTIONS LLC

Presented by: _____
(Signature of Johnson Controls Sales Representative)

Sales Agent: **John Metz**
Sales Representative Registration Number (if applicable): _____

CUSTOMER: _____

Accepted By: _____
(Signature of Customer's Authorized Representative)

(Name Printed)

Title: _____

Date Signed: _____

Scope of Work

Completed By **Johnny Metz**

Address **13th Gates**

Account

Estimate #

Devices

Description

Symbol

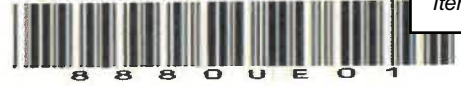
Symbol	Description	# Devices
Intrusion Alarm		
	Intrusion Alarm Control Panel	
	Intrusion Alarm Keypad	
	Cellular Backup	
	Door Contact	
	Overhead Door Contact	
	Motion Detector (Long Range)	
	Motion Detector (Wide Angle)	
	Motion Detector (Ceiling Mount)	
	Glassbreak Detector	
	Photo-Electric Beam Transmitter	
	Photo-Electric Beam Receiver	
	Panic Button	
	Siren	
Access Control		
	Access Control Reader	
	Access Control Reader	
	Access Control Keypad	
	Access Control Keypad	
	Access Control Panel	
	Locking Hardware Power Supply	
Video Surveillance		
	Dome Camera	
	Camera and Housing	
	Approximate Field of View	
	Network Switch	
	Camera Power Supply	
	Digital Video Recorder	
	Network Video Recorder	
	Network Attached Storage	
	Monitor	



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Item 1.



Item 1.

COMMERCIAL SALES AGREEMENT

TOWN NO.
0292-AUGUSTA, GA

CUSTOMER NO.
129207608

JOB NO.

PO NO.

ESTIMATE NO.
1-8BZJQBQ

DATE: 1/14/2025

Johnson Controls Security Solutions LLC ("Johnson Controls")
John Metz
3243 Sunset Blvd,
West Columbia, SC 29169-3427
Tele. No. (803) 543-6490

Augusta Utilities
d/b/a:
("Customer")
Customer Billing Information
452 Walker Street, Suite 200
Augusta, GA 30901
Attn: Dennis Martin
Tele. No. (706) 312-4130

Customer Premises Served
2421 Riverlook Dr,
Augusta, GA 30904
Attn:
Tele. No. (706) 312-4126

This Commercial Sales Agreement is between Customer and Johnson Controls Security Solutions LLC ("Johnson Controls") effective as of the date signed by Customer. By entering into this Agreement, Johnson Controls and Customer agree to the Terms and Conditions contained in this Agreement. The Equipment and/or Services, collectively the System(s) covered under this Agreement is/are listed in the attached Schedule(s) of Protection / Scope of Work ("SOW"). This offer shall be void if not accepted in writing within thirty (30) days from the date first set forth above.

I. THE FOLLOWING DOCUMENTS ARE ATTACHED TO THIS AGREEMENT AND ARE INCORPORATED BY REFERENCE:

- (a) Hazardous Substance Checklist and Customer Letter
- (b) Scope of Work / Schedule(s) of Protection
- (c) Terms and Conditions
- (d) Additional Terms and Conditions
- (e) State Specific Forms, if applicable (e.g., local permit applications)
- (f) Customer Installation Acceptance Form (specific to Equipment/Services purchased)
- (g) If multiple locations, see attached schedule

II. CHARGES AND FEES; TAXES: a. **Equipment Installation.** Customer agrees to pay Johnson Controls pursuant to the progress-based billing schedule of values set forth herein. If the schedule of values includes an upfront installation deposit, it will be paid within 30 days of contract signing. Johnson Controls will not commence work until such deposit has been received. The remaining portion of the total installation charge for installation and commissioning will be progress billed monthly through completion of the job. Company progress-based billing can include progress payments for materials, goods, and equipment (ordered, delivered, or stored), and for any predesign, engineering, installation work or Services. Any outstanding Installation Charges and/or Fees shall be due and payable as a precondition to activation of System and, if applicable, connection to Johnson Controls Central Monitoring Center ("CMC") or any other Service(s). Any changes in the Statement of Work/Schedule of Protection made by the Customer after execution of this Agreement must be agreed to by Johnson Controls and Customer in writing and may be subject to additional charges, fees and/or taxes. Any equipment ordered by Customer by e-mail or telephone order shall be subject to terms and conditions of the Agreement and may be subject to shipping, handling, and/or restocking fees. Until Customer has paid Johnson Controls the Installation Charge and Fees, and Taxes in full, Customer grants to Johnson Controls a security interest in the Equipment and all the proceeds thereof to secure such payment.

b. **Services.** Customer agrees to pay Service Charges per annum set forth in the Scope of Work/Schedule of Protection (the "Annual Service Charges"), payable in advance on a(n) Quarterly basis, unless otherwise agreed by the parties in writing, plus applicable Taxes for 5 year(s) (the "Initial Term") effective from the date such Service is operative under this Agreement. After the Initial Term this Agreement shall automatically renew on a(n) Annual basis. Johnson Controls will provide Customer with notice of any adjustments in the Charges, Fees and/or Taxes applicable no later than forty-five (45) days prior to the commencement of the renewal period. Unless terminated by either party upon written notice at least thirty (30) days prior to the anniversary date, the adjusted Charges, Fees and/or Taxes will be the Charges, Fees and/or Taxes for the renewal period. Johnson Controls shall have the right to increase Annual Service Charge(s) after one (1) year. Notwithstanding any other term in this Agreement, Johnson Controls may increase prices upon notice to Customer to reflect increases in material and labor costs. In addition, prices for Equipment covered by this Agreement may be adjusted by Johnson Controls, upon notice to Customer at any time prior to shipment and regardless of Customer's acceptance of the Johnson Control's proposal or quotation, to reflect any increase in Johnson Controls' cost of raw materials (e.g., steel, aluminum) inability to secure Equipment, changes or increases in law, labor, taxes, duties, tariffs or quotas, acts of government, any similar charges, or to cover any extra, unforeseen and unusual cost elements. For termination prior to the end of the Initial Term, Customer agrees to pay, in addition to any outstanding Fees and charges for Service(s) rendered prior to termination 90% of the Annual Service Charge(s) remaining to be paid for the unexpired term of the Agreement as liquidated damages but not as a penalty.

c. **Other Charges.** Customer agrees to pay any assessments, taxes, fees or charges imposed by any governmental body, telephone, communication, or signal transmission company such as false alarm, permitting or connection fees, or administration fees or service charges assessed by Johnson Controls related to AHJ requirements and/or changes to applicable laws, the need to reprogram alarm controls/devices to comply with area code, signal transmission, numbering or other changes relating to the installed Equipment and/or Service(s) provided under this Agreement ("Fees"). Customer is solely responsible to pay all applicable sales, use and/or similar taxes imposed by any taxing or governmental authority on the Equipment, System and/or Services provided hereunder ("Taxes") unless Customer provides to Johnson Controls a valid tax exemption certificate authorized by an appropriate taxing authority. If Customer fails to provide a valid tax exemption certificate, Customer shall remain liable for the payment of any such Taxes until paid in full.

d. **Invoicing.** Pricing is based upon the billing and payment terms set forth in this Agreement. All invoices will be delivered via email, paid via ACH/EFT bank transfer and are due net 30 from the date of invoice. ACH/EFT bank transfer details will be provided upon contract execution. The proposed total installation charge is contingent upon Customer agreeing to these payment and invoicing terms. Disputed invoices must be identified in writing within twenty-one (21) days of the date of invoice. Payment of any disputed amounts is due and payable upon resolution. Payment is a condition precedent to Johnson Controls' obligation to perform Services under this Agreement. Charges for Equipment and material covered by this Agreement do not include any amounts for changes in tariffs, duties or other similar charges imposed and/or enacted. This Agreement is entered into with the understanding that the services to be provided by Johnson Controls are not subject to any local, state, or federal prevailing wage statute. If it is later determined that local, state, or federal prevailing wage rates apply to the services to be provided by Johnson Controls, Johnson Controls reserves the right to issue a modification or change order to adjust the wage rates to the required prevailing wage rate. Customer agrees to pay for the applicable prevailing wage rates. Customer shall provide financial information requested by Johnson Controls to verify Customer's ability to pay for goods or services. If Customer fails to provide financial information or if Johnson Controls, in its sole discretion determines that reasonable grounds exist to question Customer's ability or willingness to make payments when due (e.g., not making payments when due, late payments, or a reduction in Customer's credit score), Johnson Controls may defer shipments, change payment terms, require cash in advance and/or require other security, without liability and without waiving any other remedies Johnson Controls may have against Customer. Johnson Controls shall provide Customer with advance written notice of changes to payment terms.

III. **ENTIRE AGREEMENT; CUSTOMER ACCEPTANCE:** This Agreement, together with all of its written Amendments, Riders, SOW and/or Exhibits, constitutes the entire agreement between the Customer and Johnson Controls relating to the subject matter hereof and supersedes any prior or contemporaneous oral or written agreements and understandings. The terms and conditions of this Agreement will prevail over any conflicting, inconsistent or additional terms and/or conditions contained in any purchase order, agreement, SOW or other document issued by Customer. Any changes must be mutually agreed to in writing by the authorized representatives of the Customer and Johnson Controls. In signing this Agreement, Customer is not relying on any advice, advertisements, or oral representations of Johnson Controls and agrees to be bound to the terms and conditions contained in all the pages of the Agreement. Customer agrees that any representation, promise, condition, inducement or warranty, express or implied, not included in this Agreement will not be binding upon Johnson Controls, and that the terms and conditions in this Agreement apply as printed without alteration or qualification, except as specifically modified by a written agreement signed by Johnson Controls and Customer. Any changes in the Statement of Work or scope of the work requested by the Customer after the execution of this Agreement may result in additional cost to the Customer and any such changes/additions must be authorized in a writing signed by both the Customer and Johnson Controls. Customer's failure to accept and sign this Agreement within thirty (30) days of the date shown above may result in price increases. Customer acknowledges that: (a) Johnson Controls has explained the full range of protection, equipment, and services available to Customer; (b) additional protection over and above that provided herein is available and may be obtained from Johnson Controls at an additional cost to the Customer; (c) Customer desires and has contracted for only the Equipment and/or Service(s) itemized in this Agreement; (d) the Equipment/Service(s) specified in this Agreement are for Customer's own use and not for the benefit of any third party; (e) Customer owns the premises in which the Equipment is being installed or has the authority to engage Johnson Controls to carry out the installation in the premises; and (f) Customer will comply with all laws, codes and regulations pertaining to the use of the Equipment/Service(s).

ATTENTION IS DIRECTED TO THE WARRANTY, LIMIT OF LIABILITY AND OTHER CONDITIONS CONTAINED IN THE SECTIONS ENTITLED "TERMS AND CONDITIONS" AND "ADDITIONAL TERMS AND CONDITIONS". THIS AGREEMENT REQUIRES FINAL APPROVAL OF A JOHNSON CONTROLS AUTHORIZED MANAGER BEFORE ANY EQUIPMENT/SERVICES MAY BE PROVIDED. IF APPROVAL IS DENIED, THIS AGREEMENT WILL BE TERMINATED AND JOHNSON CONTROLS ONLY OBLIGATION TO CUSTOMER WILL BE TO NOTIFY CUSTOMER OF SUCH TERMINATION AND REFUND ANY AMOUNTS PAID IN ADVANCE.

[Signature Follow on Next Page]



COMMERCIAL SALES AGREEMENT

TOWN NO.
0292-AUGUSTA, GA

CUSTOMER NO.
129207608

JOB NO.

PO NO.

ESTIMATE NO.
1-8BZJQBQ

IF MAINTENANCE SERVICE IS DECLINED, CUSTOMER MUST INITIAL
HERE _____

JOHNSON CONTROLS SECURITY SOLUTIONS LLC

IF A 5-DAY FAMILIARIZATION PERIOD IS REQUESTED, CUSTOMER MUST INITIAL HERE

CUSTOMER: _____

Presented by: _____
(Signature of Johnson Controls Sales Representative)

Accepted By: _____
(Signature of Customer's Authorized Representative)

Sales Agent: John Metz
Sales Representative Registration Number (if applicable): _____

(Name Printed)

Title: _____

Date Signed: _____

CUSTOMER ACCEPTANCE

To ensure that JCI is compliant with your company's billing requirements, please provide the following information:

PO is required to facilitate billing: NO: this signed contract satisfies Agreement

YES: Single PO Required for Initial Term

Annual PO Required

ANSC PO Required Yearly (ANSC = Annual Service Charge)

AR Invoice are accepted via e-mail: YES: Email address to be used: _____

NO: Please submit invoices via mail NO: Please submit via _____

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COMMERCIAL SALES AGREEMENT

TOWN NO.
0292-AUGUSTA, GA

CUSTOMER NO.
129207608

JOB NO.

PO NO.

ESTIMATE NO.
1-8BZJQBQ

SCOPE OF WORK / SCHEDULE OF PROTECTION

IV. SCOPE OF WORK / SCHEDULE OF PROTECTION ("SOW"): Johnson Controls agrees to install or cause to be installed the Equipment and furnish the Service(s), collectively, the System, on the terms and conditions set out in this Agreement.

A. Ownership of System and/or Equipment: Direct Sale (equipment to become property of the Customer upon payment of Installation Charges and Fees in full).

B. Services to be Provided ("Services")

Alarm monitoring and Notification Services:

Video Surveillance Services:

Managed Access Control Services:

Video Equipment:

Maintenance Service Plan; Preventive Maintenance/Inspection:

Additional Services:

No Service Selected

No Service Selected

No Service Selected

Closed Circuit Television PROVIDED

Expert Maintenance and 1 Video Inspection PROVIDED

No Service Selected

C. Equipment to be Installed ("Equipment"): Johnson Controls will install, or cause to be installed, the Equipment (or equivalent), as set forth in this SOW in Customer's designated facility(ies). As used herein, "installation" means: (i) affixing all Equipment and materials provided by Johnson Controls at such locations within the facility(ies) as are designated by Customer; (ii) providing and pulling cables/wires required to connect the Equipment to Customer's Communications Facilities and making such connections; (iii), in the case of a Digital Communicator installation, mount Equipment and plug into RJ31X phone jack previously installed by Customer; (iv) in the case of radio installation, mount radio Equipment and program Equipment with number furnished by Customer; (v) providing and installing software/firmware required by the Equipment; (vi) performing testing as required to establish that the Johnson Controls Equipment is connected, is functioning according to its specifications, and is communicating over Customer's Communications Facilities; and (vii) providing user-level training to Customer's designated representative in the use of such Equipment.

Qty	Product Name	Location
1	DESKTOP Q-SERIES NVR 8 IP PROFESSIONAL LICENSES 8TB INTERNAL STORAGE	Cabinet in Shed
1	RACKMOUNT KIT - FOR EXACQVISION GEN 2 G-SERIES 8-PORT POE - 14.17"	
1	WALL MOUNT KIT FOR SINGLE 8- OR 16-PORT GEN 2 G-SERIES SERVER.	
2	Illustra Pro Gen4 32MP Multisensor, 3.6-11mm, AI, TDN w/IR, TWDR, IP66, IK10, SD	Pole mounted
2	90w PoE Injector	Multi camera
2	Illustra Pro Gen4 Multisensor Pendant Cap	Multi camera
2	Dome Mount, SDU (Optima (indr/outdr), Wall, 23" (58.7 cm)	Multi camera
2	POLE STRAP ADAPTER	Multi camera
1	EasyCell LTE Cat 4 Industrial Cellular Router Wi-Fi	
1	NEMA 4/4X Indoor/Outdoor Cabinet with Integrated PoE Switch	
2	SFP Module, Commercial (0 to 70°C/32 to 158°F)	
1	8-PORT 802.3AT POE+ 10/100/1000BASE-TX MANAGED SWITCH, RACK MOUNT	Cabinet in shed
1	Wall rack	Inside building mounted to wall
1	6 FIBER 62.5 INDOOR/OUTDOOR OFNR TB BLACK	
1	SMART-UPS, 750VA, 2U, LCD, 120V, 8 X NEMA 5-15R, NEMA 5-15P	
1	Programming	

D. CHARGES AND ESTIMATED TAX:

1. Installation Charge:

Installation Charge Amount:	\$32,527.21
* Estimated Tax(es):	\$2,184.27
TOTAL INSTALLATION CHARGE:	\$34,711.48
Installation Deposit Amount:	\$19,516.32

Planned Monthly Progress Billing Schedule of Values	
Description	%
Deposit/Advance Payment/Mobilization	60%
Monthly Progress Billing (Installation/Commissioning)	40%

Planned Monthly Progress Billing w/ First Labor Applied	
First Labor Applied	20%
Demonstrated Use (if applicable)	10%
Final billing upon job completion	10%

2. Annual Service Charge:

Annual Service Charge Amount:	\$4,295.10
* Estimated Tax(es):	\$0.00
TOTAL ANNUAL SERVICE CHARGE:	\$4,295.10

* Tax value shown is estimated and may differ from the actual tax value that will be on the invoice.

E. Scope of Work: This Section is intended for installation use only. Any language contained in this Section that attempts to modify the Terms and Conditions of this Agreement shall be void and of no effect.

Contact Information: Jerry Philpot Project Manager – Information Technology & Revenue Analytics Augusta Utilities - Engineering Phone: 706-312-4130 Mobile: 706-513-6863 Email : gphilpot@augustaga.gov 452 Walker Street, Suite 200 Augusta, GA 30901
 System Operation: Using fiber, JCSS to install a new video system that will include two 360 cameras installed on top of the Bulkhead Gate & the Shed on customer provided sturdy poles. The Headend recorder to be installed in the shed and stored in lockable cabinet.
 Programming Info: Programming new camera system
 Site Conditions: Existing shed to house NVR. (JCI suggest that the customer provide a temperature controlled building if possible.)
 Existing Equipment: N/A
 Customer Expectations: NORMAL BUSINESS HOURS - MONDAY-FRIDAY. THE LOCATION IS TYPICALLY UNMANNED AND THE CUSTOMER WILL NOT BE PRESENT DURING THE ENTIRE INSTALLATION. A FINAL INSPECTION OF THE SYSTEM WILL BE COMPLETED WITH THE CUSTOMER AND A CUSTOMER ACCEPTANCE FORM SIGNED DURING THIS MEETING.
 Training Expectations: TRAIN CUSTOMER WHILE ON SITE.
 General Comments: Master Sales Agreement is active and in place between both parties. JCI suggest that the building become environmentally controlled in the future.
 Customer Responsibilities / Johnson Controls Exclusions: Customer to provided aspects: Power (120vac) to the new pole - the customer's 120v will be in a separate conduit that will be provided by customer. A separate conduit with pull string for JCI to install fiber from the building to the camera pole. SIM card and active plan for internet/cellular. All trenching for conduit.
 Documentation Needs: DRAWING AND USER GUIDE WILL BE MADE AVAILABLE TO THE CUSTOMER.

Contract Notes -

TERMS AND CONDITIONS

TERMS AND CONDITIONS

V.Customer and Johnson Controls agree as follows:

A. Services.

A.1.Central Station Signal Receiving and Notification (Alarm Monitoring) Services. Intentionally left blank - Services have not been purchased.

A.2.Communication Facilities. Intentionally left blank – Alarm Monitoring Services have not been purchased.

A.3.1 Enhanced Maintenance Service Plan. Intentionally left blank - Services have not been purchased.

A.3.2 Expert Maintenance Service Plan ("Expert Maintenance"). 1. If Expert Maintenance is purchased, Johnson Controls will provide and bear the expense of maintenance/repair of the covered Equipment for issues related to normal wear and tear. The following are not covered under Expert Maintenance and any requested service will be provided on a time and materials basis: (a) window foil, (b) security screens, (c) product installed contrary to OEM specifications, (d) exterior wiring, (e) programming changes, (f) software updates/upgrades, unless Software Support Services are purchased, (g) consumables such as batteries and printer supplies, and (h) "Conditions" not covered by Warranty shown below. Customer shall pay for any related labor and/or materials for such work at Johnson Controls' then applicable rates. Additional charges may apply for service requiring the use of a lift. Johnson Controls' obligation to perform Expert Maintenance service relates solely to the covered Equipment. 2. If Expert Maintenance is not purchased prior to the expiration of the Equipment Warranty, Johnson Controls will provide such Expert Maintenance only after inspecting the Equipment to be covered and making any necessary repairs or replacements to bring the Equipment/System into compliance with Johnson Controls' specifications and/or the standards set by applicable law. 3. Expert Maintenance will be furnished during Johnson Controls' "Normal Working Hours" (between 8:00 A.M. and 4:30 P.M. Monday through Friday, except holidays). Expert Maintenance performed outside of these hours is subject to additional charges. Provision of Expert Maintenance is conditioned upon the continued availability of system components/parts from the original equipment manufacturer ("OEM").

A.3.3 Optimum Maintenance Service Plan. Intentionally left blank - Services have not been purchased.

A.3.4 Essential Maintenance Service Plan. Intentionally left blank - Services have not been purchased.

A.4. Testing/Inspections Service ("T/I"). If T/I Service is purchased, Johnson Controls will provide the number of inspections/tests on the covered Equipment as specified in this Agreement. Such T/I Services will be furnished during Johnson Controls' "Normal Working Hours" (between 8:00 A.M. and 4:30 P.M. Monday through Friday, except holidays). T/I Service performed outside of these hours is subject to additional charges.

A.5.Investigator Response Service. Intentionally left blank - Services have not been purchased.

A.6. Select View Managed Video Services/Interactive Video Monitoring Services. Intentionally left blank - Services have not been purchased.

A.6.1.Video/Audio Alarm Verification Service/Video Verification. Intentionally left blank - Services have not been purchased.

A.6.2.Video Guard Tour. Intentionally left blank - Services have not been purchased.

A.6.3.Video Escort. Intentionally left blank - Services have not been purchased.

A.6.4.Video Assist. Intentionally left blank - Services have not been purchased.

A.6.5.Video Audit. Intentionally left blank - Services have not been purchased.

A.6.6.Outdoor Interactive Video Monitoring Services. Intentionally left blank - Services have not been purchased.

A.6.7. Managed Video Portal. Intentionally left blank - Services have not been purchased.

A.6.8.Unattended Delivery – Alarm Based Video Monitoring. Intentionally left blank - Services have not been purchased.

A.6.9.Unattended Delivery – Live Video Monitoring of Process - Intentionally left blank - Services have not been purchased.

A.7. Closed Circuit Television ("CCTV")/Video Equipment. (a)System Requirements. Customer will provide: (i) adequate illumination under all operational conditions for the proper operation of any video camera(s); (ii) any required 110 AC power supply; and (iii) appropriate space for monitors. (b)Audio Monitoring/Recording. Customer's decision to install video equipment with audio recording and/or monitoring capability ("Video with Audio") is based solely on Customer's own independent business judgment, without any involvement or approval of Johnson Controls. Certain laws may limit or preclude the use of Video with Audio. By installing Video with Audio in Customer's premises, Customer accepts the responsibility of knowing and fully complying with all applicable laws, including but not limited to all requirements that clear and conspicuous notice be posted in Customer's premises warning of Customer's use of audio recording and/or monitoring equipment on its premises.

A.8. New York City Fire System. Intentionally left blank.– covered system is not installed in NYC

A.9. Vision/Vision with Auditing. Intentionally left blank - Service is no longer offered.

A.10. Hosted Access. Intentionally left blank - Services have not been purchased.

A.11. Data Hosting/Storage Services. Intentionally left blank - Services have not been purchased.

A.12. Data Hosting/Storage Services Encrypted. Intentionally left blank - Services have not been purchased.

A.13. Mobile Security Management ("MSM") Services. Intentionally left blank - Services have not been purchased.

A.13. Mobile Security Management ("MSM") Services. Intentionally left blank - Services have not been purchased.

A.14. Software Support Services. If Software Support Services ("SSS") are purchased they will be provided on licensed software titles expressly identified in this agreement, (the "Covered Software"). Support Conditions. SSS for Covered Software are subject to the following conditions ("Support Conditions"): (a) Johnson Controls' receipt of the Software Support Fee; (b) the Covered Software is not modified from its standard form originally licensed by the software owner/licensor ("Licensor"); (c) Customer's use of Covered Software is in accordance with the end user license agreement ("EULA") between Customer and Licensor; if applicable; (d) Customer provides Johnson Controls (and/or its authorized representatives) with and when necessary (1) any information and/or documentation required to recreate the problem, defect, or non-conformity (individually/collectively, a "Problem"), (2) log in privileges for remote trouble shooting, (3) TCP/IP Ethernet network addresses, and (4) access to Customer's network, servers and/or hardware; and (e) the processor, operating system and associated system software, and other interdependent or reliant software are operating properly. Exclusions. Johnson Controls will not provide SSS when a Problem is caused by (a) relocation, movement, improper operation, neglect or misuse of the Covered Software or associated Equipment/System; (b) Customer's failure to maintain proper site or environmental conditions; (c) any attempts at configuration, repairs, support, or modifications to the Covered Software not performed by a Johnson Controls authorized representative; (d) discontinued systems or software; (e) casualty, act of God, the unauthorized acts of third parties; (f) failure or interruption of electrical power, telephone or communication line or like cause, or (g) any other cause external to the Covered Software. Problem Resolution. Johnson Controls will provide Customer with email and telephone support on the Covered Software. Johnson Controls then will use reasonable commercial efforts to resolve and correct the Problem within forty-eight (48) hours. Problem resolution and correction may be provided at Johnson Controls' discretion as a software fix or workaround. Johnson Controls will periodically advise Customer on Johnson Controls progress in diagnosing and/or correcting the reported Problem. Customer acknowledges that Johnson Controls may be unable to resolve Problem due to (a) Johnson Controls inability to recreate, locate or identify the Problem; (b) issues related to Customer's system hardware, network or Internet connectivity issues; or (3) issues for which the Original Equipment Manufacturer ("OEM") and/or Licensor (collectively, also referred to as an "Johnson Controls Supplier") has not provided a resolution or workaround. If Johnson Controls is unable to resolve or correct a Problem, Johnson Controls will notify Customer and provide underlying information as available. Notwithstanding anything to the contrary herein, Johnson Controls makes no warranties that its efforts will be successful in diagnosing, resolving, or correcting any Problem. Software

Updates. Customer understands that the SSS provides access to updates and upgrades but do not include the provision of software update or upgrade services unless purchased. If software upgrades are required to correct a Problem, such software upgrades will be provided, at Customer's request, on a time and materials basis at Johnson Controls' then-current hourly rates as such upgrades become available from the Johnson Controls Supplier. On Site Engineer Support Services. If Johnson Controls determines that on-site engineer support services ("ESS") are necessary to correct a Problem, Johnson Controls will provide ESS on a time and materials basis at Johnson Controls' then current ESS rates plus any related travel or other expenses. Such ESS may include on-site software installation assistance, training, or Problem diagnosis, resolution, and/or correction. Return of Defective Media. Customer may return any defective media directly to Johnson Controls using a Johnson Controls furnished return authorization number. Fee for Reinstatement. Customer may incur reinstatement charges ("Reinstatement Fee") at Johnson Controls then current rates, if it allows SSS to lapse and later requests reinstatement within one year from the time the SSS lapses. Limitation of Liability. Notwithstanding anything in the Agreement to the contrary, Customer acknowledges and agrees that neither Johnson Controls nor its Supplier will be responsible for Problems caused by changes in the operating characteristics of the Equipment/System upon which the Covered Software is operating, or for problems in the interaction of the Covered Software with Customer's Network or existing software/firmware/hardware. In no event will Johnson Controls and/or Johnson Controls Supplier be liable for any (a) third party claims; (b) loss or damage to any systems, records or data, or liabilities related to a violation of an individual's privacy rights; or (c) indirect, incidental, special, consequential, punitive, reliance, or cover damages (including lost profits and lost savings). Customer further agrees that, in no event will Johnson Controls' and/or Johnson Controls Supplier's aggregate liability regardless of cause (including, but not limited to, liability for negligence, strict liability, breach of contract, misrepresentation and other contract or tort claims) arising from the provision of or failure to provide SSS and/or Customer's use of or inability to use any Covered Software or related System, exceed the lesser of USD\$1,000 or the total SSS Fees paid by Customer.

A.15. Lynx Network Dures and Emergency Notification System ("Lynx System"). Intentionally left blank – Lynx System/Services have not been purchased.

A.16. RFID Tracking System ("System"). Intentionally left blank – RFID Systems have not been purchased.

A.17. HID SEOS Mobile Credential Service ("Service"). Intentionally left blank – Service has not been purchased.

A.18. Customer For Life Program ("Service"). Intentionally left blank – Service has not been purchased.

A.19. Outdoor Radar Perimeter Protection. Intentionally left blank – System has not been purchased.

A.20. Self-Printing Service. Intentionally left blank – Service has not been purchased.

A.21. Audio Enabled Devices. Customer acknowledges and agrees that Customer's decision to install and/or activate security equipment with audio recording and/or monitoring capability ("Audio Enabled Devices") is based solely on Customer's own independent business judgment or knowledge of applicable law. Tyco does not recommend, endorse, or render an opinion, legal or otherwise regarding such decision. Certain laws may limit or preclude the use of Audio Enabled Devices in Customer's premises. It is the responsibility of the Customer to know and fully comply with all applicable laws, including but not limited to any or all requirements that clear and conspicuous notice be provided concerning the use of Audio Enabled Devices in Customer's premises. In providing, installing and/or activating such Audio Enabled Devices, Tyco is relying on Customer's representations and agreements set forth herein and that the warranty, limitation of liability, limitation of action, release, third party indemnity, and other terms, limitations, restrictions, and conditions set forth in the Agreement shall fully apply.

A.22. Proactive Health Services. Intentionally left blank - Services have not been purchased.

A.23. Automated Notification. Intentionally left blank - Services have not been purchased.

A.24. Remote Technical Services. Intentionally left blank - Services have not been purchased

A.25. Anyvision Devices. Intentionally left blank – Equipment has not been purchased.

A.26. WhosOnLocation Service. Intentionally left blank - Services have not been purchased.

A.27. Vape Detection System. Intentionally left blank - Services have not been purchased.

A.28. Alcatraz Cloud Service. Intentionally left blank - Services have not been purchased.

A.29. CloudVue Service. Intentionally left blank - Services have not been purchased.

A.30. Visual Alarm Verification Service. Intentionally left blank - Services have not been purchased.

A.31. Halo Smart Sensor System. Intentionally left blank - System have not been purchased.

A.32. Embedded Resource Services. Intentionally left blank - Service have not been purchased.

A.33. Open Path System. Intentionally left blank - System or Service have not been purchased.

A.34 Open Eye Cloud Video Platform ("Open Eye Services"). Intentionally left blank - System or Service have not been purchased.

A.35 Sabre Systems Services. Intentionally left blank - System or Service have not been purchased.

A.36 Cantronics Telethermographic Device. Intentionally left blank - System or Service have not been purchased.

A.37. Digital Barriers Telethermographic System. Intentionally left blank - System or Service have not been purchased.

A.38. Installation and Lease Subscription Services for Evolv Express. Intentionally left blank - System or Service have not been purchased.

A.39. Installation and Purchase Subscription Services for Evolv Express. Intentionally left blank - System or Service have not been purchased.

A.40. Illustra Telethermographic System. Intentionally left blank - System or Service have not been purchased.

A.41. Wello Body Temperature Detection System. Intentionally left blank - System or Service have not been purchased.

A.42. ZKTECO Temperature System. Intentionally left blank - System or Service have not been purchased.

A.43. Milestone Video Surveillance Equipment. Intentionally left blank - System or Service have not been purchased.

A.44. SES Mobile-Based Keyless Access Control System. Intentionally left blank - System or Service have not been purchased.

A.45. Solink Cloud Video Services. Intentionally left blank - System or Service have not been purchased.

A.46. Qolsys Panel. Intentionally left blank - Panel have not been purchased.

A.47. GuardRFID. Intentionally left blank - Panel have not been purchased.

A.48. Purchase and Subscription Services for Motorola Concealed Weapons Detection System. Intentionally left blank - Panel have not been purchased.

A.49. Installation and Subscription Services for Motorola Concealed Weapons Detection System. Intentionally left blank - Panel have not been purchased.

A.50. Additional Services. If any other services, including but not limited to the following, are being furnished under this Agreement, Customer and Johnson Controls will enter into a separate Rider that will be attached to and incorporated as part of this Agreement: (a) Select Link - Immediate Response Information System (IRIS) (b) Managed Access Control (c) Electronic Article Surveillance ("EAS") (d) Guard Response Service (e) Radio Frequency Identification ("RFID") (f) Training Services (g) Watchman's Reporting Service.

B. Warranty (90-Day). 1. If the transaction type is "Direct Sale", any part of the System (as distinguished from the Firmware/Software) installed under this Agreement, including the wiring,

which proves to be defective in material or workmanship within ninety (90) days of the date of completion of the installation ("Warranty Period"), will be repaired or replaced, at in Johnson Controls' option with a new or functionally operative part. Materials required to repair or replace such defective components will be furnished at no charge during the Warranty Period. Warranty Services will be furnished during Johnson Controls' "Normal Working Hours" (between 8:00 A.M. and 4:30 P.M. Monday through Friday, except holidays). Warranty Service performed outside of these hours is subject to additional charges. 2. For "Johnson Controls-Owned" equipment/systems: (a) the equipment/systems are provided "AS IS" and without warranty; and (b) Customer is responsible to maintain such equipment/system in good working order.

3. The following "Conditions" are not covered by Warranty: (a) damage or extra service time needed resulting from accidents, acts of God, lightning, strikes, riots, floods, terrorism, acts of War, alteration, misuse, tampering or abuse, adjustments, repairs or maintenance not performed by Johnson Controls, or from parts, equipment, accessories, attachments or other devices not furnished by Johnson Controls; (b) Customer's failure to properly follow operating instructions provided by Johnson Controls or OEM; (c) adjustments necessitated by misalignment of video cameras, improper adjustment of monitor brightness and contrast tuning dials or insufficient light on the area viewed by the camera(s); (d) trouble due to interruption of internet, telecommunications, and/or electrical service; (e) battery failure; (f) devices designed to fail in protecting the equipment/system, such as, but not limited to, fuses and circuit breakers; and (g) System modifications/customization requested by Customer. If Customer calls Johnson Controls for Warranty Service and Johnson Controls' representative finds that one of the "Conditions" has led to the inoperability or apparent inoperability of the Equipment/System or any component, Johnson Controls may bill Customer for the service call whether or not Johnson Controls actually works on the Equipment/System. If repairs are required due to one of the above "Conditions", Johnson Controls will charge Customer for such work on a time and materials basis at Johnson Controls' then applicable rates for labor and materials.

4. THE FOREGOING WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE CUSTOMER'S EXCLUSIVE REMEDY WITH RESPECT TO ANY AND ALL LOSSES OR DAMAGES RESULTING FROM ANY CAUSE WHATSOEVER, INCLUDING JOHNSON CONTROLS' NEGLIGENCE, IS REPAIR OR REPLACEMENT AS SPECIFIED ABOVE. JOHNSON CONTROLS WILL IN NO EVENT BE LIABLE FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES OF ANY NATURE, INCLUDING WITHOUT LIMITATION, DAMAGES FOR PERSONAL INJURY OR DAMAGES TO PROPERTY, HOWEVER OCCASIONED, WHETHER ALLEGED AS RESULTING FROM BREACH OF WARRANTY OR CONTRACT BY JOHNSON CONTROLS OR NEGLIGENCE OF JOHNSON CONTROLS OR OTHERWISE. Johnson Controls makes no and specifically disclaims all representations or warranties that the services, products, software or third party product or software will be secure from cyber threats, hacking or other similar malicious activity, or will detect the presence of, or eliminate, treat, or mitigate the spread transmission, or outbreak of any pathogen, disease, virus or other contagion, including but not limited to COVID 19.

5. Unless agreed to in writing by the parties, any technical support, assistance, or advice ("Technical Support") provided by JOHNSON CONTROLS, such as suggestions as to design use and suitability of the Equipment and products for the Customer's application, is provided in good faith, but Customer acknowledges and agrees that JOHNSON CONTROLS is not the designer, engineer, or installer of record. Any Technical Support is provided for informational purposes only and shall not be construed as a representation or warranty, express or implied, concerning the proper selection, use, and/or application of the Equipment and products. Customer assumes exclusive responsibility for determining if the equipment and products supplied by JOHNSON CONTROLS are suitable for its intended application and all risk and liability, whether based in contract, tort or otherwise, in connection with its application and use of the equipment and products.

C. System Requirements, Miscellaneous. 1. Vaults. Customer must ensure that any Customer vault protected by sound or vibration detector systems has the minimum construction characteristics prescribed by the Underwriters' Laboratories, Inc. 2. System Testing. Customer must test all detection devices or other electronic equipment according to procedures prescribed by Johnson Controls prior to setting the alarm system for closed periods and must notify Johnson Controls promptly if such equipment fails to respond to any such test. 3. Familiarization Period. UNLESS CUSTOMER HAS REJECTED THE FAMILIARIZATION PERIOD (EXCEPT WHERE A FAMILIARIZATION PERIOD IS REQUIRED BY LAW), CUSTOMER AGREES THAT: (a) DURING A FIVE (5) DAY FAMILIARIZATION PERIOD, OR SUCH PERIOD AS IS REQUIRED BY LAW; AND (b) FOLLOWING COMPLETION OF THE INSTALLATION AND THE COMMUNICATIONS CONNECTION TO JOHNSON CONTROLS' CMC (AND DURING ANY APPLICABLE EXTENSIONS), JOHNSON CONTROLS HAS NO OBLIGATION TO, AND WILL NOT, RESPOND TO ANY ALARM SIGNAL RECEIVED AT THE JOHNSON CONTROLS' CMC FROM CUSTOMER'S PREMISES DURING SUCH FAMILIARIZATION PERIOD. CUSTOMER ALSO AGREES THAT DURING SUCH PERIOD JOHNSON CONTROLS HAS NO OBLIGATION TO, AND WILL NOT, NOTIFY ANY AUTHORITIES, CUSTOMER, OR A PERSON ON CUSTOMER'S EMERGENCY CONTACT LIST, OR TAKE ANY OTHER ACTION WITH REGARD TO ANY ALARM SIGNAL JOHNSON CONTROLS RECEIVES, EVEN IF DUE TO AN ACTUAL EMERGENCY EVENT. 4. Special Equipment Requirements. If Customer requires installation or service of equipment in areas inaccessible without the use of lifts or cranes, or if non-standard conditions at the Customer site require special equipment for installation or service, Customer will provide such equipment, or will reimburse Johnson Controls for any applicable charges or fees. 5. Training Services. Johnson Controls provides initial training to Customer on use of the equipment installed at the time of installation. Thereafter, Customer may purchase additional training in one-hour increments at Johnson Controls' then current rate. 6. Site Preparation, Intrusion and Restoration. Unless otherwise noted herein, Customer is responsible for providing: (a) any necessary electric current, (b) an outlet within 10 feet of an alarm control panel, (c) telephone connections, (d) network drops, and (e) any required conduit, wire mold, or other raceway, (f) any required IP address assignments, and (g) additional network software licensing. The installation of the equipment/system may necessarily require cutting, bolting or fastening into Customer's floors, walls and/or ceilings. Johnson Controls shall not be responsible for any expenses related to intrusion, mold, fungi, bacteria, wet/dry rot, patching, floor or wall finishing, or paint, tile, carpet or wallpaper matching, restoration or replacement resulting from installation or service of the equipment/system. 7. Battery Powered Devices. Customer understands that any battery-powered motion detectors, smoke detectors, door and window contact transmitters and other detection sensors installed/serviced under this Agreement require batteries to operate. THESE BATTERY-POWERED DETECTION SENSORS WILL NOT OPERATE, AND THE ALARM WILL NOT SOUND, IF THE BATTERY ENERGY LEVEL OR CHARGE IS LOW, OR DEPLETED. It is Customer's sole responsibility to maintain and replace any batteries. Customer shall carefully read and follow the owner's manual, instructions and warnings for all such equipment and regularly inspect the sensors for dirt and dust buildup and test the sensors weekly to help maintain continued operation. 8. Customer is solely responsible for the establishment, operation, maintenance, access, security and other aspects of its computer network ("Network") and shall supply Johnson Controls secure Network access for providing its services. Products networked, connected to the internet, or otherwise connected to computers or other devices must be appropriately protected by Customer and/or end user against unauthorized access. Customer is responsible to take appropriate measures, including performing back-ups, to protect information, including without limit data, software, or files (collectively "Data") prior to receiving the service or products.

D. Electronic Media; Personal Information; Consent to Call, Text or Email. 1. Electronic Media. Either party may scan, fax, email, image, or otherwise convert this Agreement into an electronic format of any type or form, now known or developed in the future. Any unaltered or unadulterated copy of this Agreement produced from such an electronic format will be legally binding upon the parties and equivalent to the original for all purposes, including litigation. Johnson Controls may rely upon Customer's assent to the terms and conditions of this Agreement, if Customer has signed this Agreement or has demonstrated its intent to be bound whether by electronic signature or otherwise. 2. Personal Information. Customer represents and warrants that Customer has obtained all consents and has the right to (a) disclose to Johnson Controls all personal information disclosed hereunder concerning individuals/employees/or other third parties including all information contained in Customer's Emergency Call List ("ECL"); (b) permit Johnson Controls to collect (including consent to record telephone conversations with Johnson Controls), use, disclose and transfer such personal information; and (c) expressly authorizes Johnson Controls to use such personal information to administer the relationship and the agreement between Customer and Johnson Controls, including, but not limited to, contacting Customer personnel at the telephone numbers and/or email addresses provided: (i) using SMS, text, prerecorded messages, or automated calling devices to deliver messages to set/confirm a service/installation appointment; and/or (ii) to provide information or offers about products and services of interest to Customer. Customer acknowledges and agrees that Johnson Controls may share all such information with its parents, subsidiaries, affiliates and its/their successor corporations or any subcontractor or assignee, within and outside the country in which the Customer is located and thereby subject such information to the laws of such countries.

E. Limitation of Liability, Indemnification (Sale of Access/Video Equipment and Installation Only). Notwithstanding anything to the contrary in this Agreement or any purchasing document presented by Customer, only Video and/or Access Equipment and Services shall be provided by Johnson Controls under the terms and conditions of this Agreement. The Equipment and Services provided by Johnson Controls under this Agreement will not include: (a) burglar and/or fire detection or alarm equipment or monitoring, maintenance, inspection or other services; (b) security guard services; or (c) architectural, engineering, or design professional services. If any other equipment or services are requested by or provided to Customer, then such equipment and/or services shall be provided under a separate written agreement executed by Customer and Johnson Controls which shall contain the alarm industry specific terms and conditions.

1. Indemnity. (a) Johnson Controls shall defend, indemnify and hold Customer, its corporate affiliates, and their respective officers, directors, agents and employees harmless from damage, liability and expense resulting from the negligent acts or willful misconduct of Johnson Controls' agents and employees committed while performing Services on Customer's premises, to the extent that they are the direct cause of the loss, damage or injury to third parties or Customer's property (e.g., equipment dislodging and striking a third party due to improper installation), as opposed to being caused by an occurrence or the consequences therefrom that the Equipment or Services were intended to deter, detect or avert. (b) Customer shall defend, indemnify and hold Johnson Controls, its affiliates, and their respective officers, directors, agents, suppliers and employees, harmless from damage, liability and expense to the extent that any such loss is not directly caused by the negligent acts or willful misconduct of Johnson Controls' agents, suppliers and/or employees, or arises out of any claim related to invasion of privacy, infliction of emotional distress, harassment, violation of eavesdropping/wiretapping laws or similar claims arising out of Customer's use of the Equipment and/or Services.

2. Limitations on Liability. If Customer uses the Equipment and/or Services to aid in monitoring or controlling the location or activities of persons on or about its property and premises, Customer acknowledges that the Equipment and/or Services are not intended to be the sole means for doing so. Johnson Controls' Equipment and Services do not cause and cannot eliminate occurrences of the events they are intended to deter, detect, avert or record. Johnson Controls is not an insurer of the safety or security of any person, entity or property, or against the risks attendant to a person's presence in, or ingress to or egress from any building, property or area that may be monitored by the Equipment and/or Services. The amounts Johnson Controls charges Customer are not insurance premiums. Such charges are based upon the value of the Equipment and Services provided and are unrelated to any such risk of loss. Johnson Controls and its suppliers do not undertake and assume no liability for such risk by providing the Equipment and/or Services. If Johnson Controls and/or one (or more) of its suppliers is nevertheless found liable under any legal theory for loss, damage or injury caused directly or indirectly by occurrences or the consequences thereof from which the Equipment and/or Services are intended to deter, detect, avert or record, Johnson Controls' liability and the liability of its suppliers shall be limited to the sums paid by Customer for the Equipment or Services at issue as Customer's sole remedy. Johnson Controls and its suppliers are not responsible for the preservation of any computer programs or data and Customer is responsible for maintaining adequate back-ups.

F. Other Charges; Remedies; Termination. 1. There may be a service charge to Customer for cancelled installation/service appointments if Customer cancels less than 24-hours prior to dispatch, or if Johnson Controls' representative is sent to the Customer's premises in response to a service call for false alarm or System malfunction caused by Customer's operation contrary to instructions, failure to close or properly secure a window, door or other protected point, or improper adjustment of monitors or accessory components. 2. Customer acknowledges and agrees that timely payments of the full amounts listed on invoices is an essential term of this Agreement and that Customer's failure to make payment in full when due is a material breach of this Agreement. Customer further acknowledges that if there is any amount outstanding on an invoice, it is material to Johnson Controls and shall give Johnson Controls, in addition to any other available remedies, the right to, without notice, (a) suspend, discontinue or terminate performing any Services and/or withhold further deliveries of equipment and other materials, terminate or suspend any unpaid software licenses, and/or suspend Johnson Controls' obligations under or terminate this Agreement and (b) to charge interest on the amounts that remain unpaid more than thirty (30) days past the due date specified in the invoice(s) at a rate equal to the lesser of 1.5% per month or the maximum rate permitted under applicable law, until payment is made in full. Customer agrees to pay all costs, expenses and fees of Johnson Controls' enforcement of this Agreement, including collection expenses, court costs, and attorneys' fees. Johnson Controls' election to continue providing future Services does not, in any way, diminish Johnson Controls' right to terminate or suspend Services or exercise any or all rights or remedies under this Agreement. Johnson Controls shall not be liable for any damages, claims, expenses or liabilities arising from or relating to suspension of services for non-payment. In the event that there are exigent circumstances requiring Services or Johnson Controls otherwise performs Services at the premises following suspension, those Services shall be governed by the terms of this Agreement unless a separate contract is executed. If Customer disputes any late payment notice or Johnson Controls' efforts to collect payment, Customer shall immediately notify Johnson Controls in writing and explain the basis of the dispute. In the event of Customer's default, the balance of any outstanding amounts will be immediately due and payable. Installation Charge(s) are based on Johnson Controls performing the installation with its own personnel. If for any reason installation must be performed by outside contractors, Installation Charge(s) may be subject to revision. 3. In addition to any other remedies available to Johnson Controls, Johnson Controls may terminate this Agreement and discontinue any Service(s) if (a) Johnson Controls' CMC is substantially damaged by fire or catastrophe or if Johnson Controls is unable to obtain any connections or privileges required to transmit signals between the Customer's premises, Johnson Controls' CMC or the Municipal Fire or Police Department or other first responder; (b) Customer fails to follow Johnson Controls' recommendations for the repair or replacement of defective parts of the System not covered under the Warranty or QSP Service; (c) Customer's failure to follow the operating instructions provided by Johnson Controls results in an undue number of false alarms or System malfunction; (d) in Johnson Controls' sole opinion, the premises in which the System is installed are unsafe, unsuitable, or so modified or altered after installation as to render continuation of Service(s) impractical or impossible; (e) If Johnson Controls' performance of its obligations becomes impracticable due to obsolescence or unavailability of systems, Equipment, or products (including component parts and/or materials) or because Johnson Controls or its supplier(s) has discontinued the manufacture or the sale of the Equipment and/or products or is no longer in the business of providing the Services; (f) Johnson Controls is unable to obtain or continue to support technologies, TeleCom Services, or Communication Facilities; (g) changes in applicable law; or (h) Customer fails to make payments when due or otherwise breaches this Agreement. Johnson Controls will not be liable for any damages or subject to any penalty as a result of any such termination. Johnson Controls may terminate this Agreement, or the affected portions, at its sole discretion upon notice to the Customer if Johnson Controls' performance of its obligations are prohibited because of changes in applicable laws, regulations or codes.

G. Hazardous Materials. For all projects except those involving new construction, Customer represents and warrants that to the best of Customer's knowledge the work site is free of any hazardous materials. The term "hazardous materials" includes but is not limited to asbestos, asbestos-containing material, polychlorinated biphenyl ("PCB"), formaldehyde or other potentially toxic or otherwise hazardous material. If any such substance is discovered on the work site, Johnson Controls will not be required to install or service the Equipment at such site unless and until Customer certifies the removal or safe containment of such hazardous materials. Customer shall indemnify, defend, and hold Johnson Controls, its officers, directors, agents, and vendors harmless from any damages, claims, injuries, liabilities resulting from the exposure of Johnson Controls' employees, contractors, or subcontractors to hazardous materials at the work site; provided, however, that the foregoing provision will not apply when it has been determined that such hazardous materials were brought to the work site by Johnson Controls.

H. Waivers. 1. Waiver of Jury Trial. CUSTOMER AND JOHNSON CONTROLS BOTH AGREE TO WAIVE THEIR RIGHT TO A JURY TRIAL IN ANY LEGAL PROCEEDING ARISING OUT OF OR IN ANY MANNER CONNECTED WITH OR RELATED TO THIS AGREEMENT. 2. Mutual SAFETY Act Waiver. Certain of Johnson Controls' systems and services have received Certification and/or Designation as Qualified Anti-Terrorism Technologies ("QATT") under the Support Anti-terrorism by Fostering Effective Technologies Act of 2002, 6 U.S.C. §§ 441-444 (the "SAFETY Act"). As required under 6 C.F.R. 25.5 (e), to the maximum extent permitted by law, Johnson Controls and Customer hereby agree to waive their right to make any claims against the other for any losses, including business interruption losses, sustained by either party or their respective employees, resulting from an activity resulting from an "Act of Terrorism" as defined in 6 C.F.R. 25.2, when QATT have been deployed in defense against, response to, or recovery from such Act of Terrorism.

I. Miscellaneous. 1. Enforceability. If any of the provisions of this Agreement shall be determined to be invalid or unenforceable, the remaining provisions shall remain in full force and effect. 2. Paragraph and Section Headings; Captions; Counterparts. The headings and captions contained in this Agreement are inserted for convenience or reference only, and are not to be deemed part of or to be used in construing this Agreement. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same agreement. 3. FARs. Johnson Controls supplies "commercial items" within the meaning of the Federal Acquisition Regulations (FAR), 48 CFR Parts 1-53. As to any customer order for a U.S. Government contract, Johnson Controls will comply only with those mandatory flow-downs for commercial item and commercial services subcontracts listed either at FAR 52.244-6, or 52.212-5(e)(1), as applicable. 4. Export Control. Customer shall not export or re-export, directly or indirectly, any: (i) product or service provided under this Agreement; (ii) technical data; (iii) software; (iv) information; or (v) items acquired under this Agreement to any country for which the United States Government (or any agency thereof) requires an export license or other approval without first obtaining any licenses, consents or permits that may be required under the applicable laws of the U.S. or other foreign jurisdictions, including the Export Administration Act and Regulations and shall incorporate in all export shipping documents the applicable destination control statements. Customer shall, at its own expense, defend, indemnify and save Johnson Controls harmless from and against all third-party claims, liability, loss or damage (including attorneys' fees and other defense costs), assessed against or suffered by Johnson Controls as a result of an allegation or claim of noncompliance by Customer with this Section. The obligations contained in this Section shall survive the termination or expiration of this Agreement. 5. Insurance. Johnson Controls maintains comprehensive General Liability and Automobile Liability Insurance in amounts that meet or exceed: \$1,000,000 per incident - \$2,000,000 in the aggregate and Worker's Compensation coverage as required by law. Johnson Controls will not be required to provide a waiver of subrogation in favor of any party, nor will Johnson Controls be required to designate any party as a statutory employer for any purposes. 6. Johnson Controls Brand. Without exception, Johnson Controls-branded Signage, including yard signs, window stickers and warning signs will remain the property of Johnson Controls and may be removed by Johnson Controls at any time. Customer's right to display Johnson Controls-branded Signage is not transferable and ceases upon termination or expiration of this Agreement. 7. Resale. If Johnson Controls is connecting to a previously installed existing system, to the extent the previously installed existing system is Customer's property, it shall remain Customer's property.

J. System Software; Network Connections. 1. Any software provided with the System or in connection with the Services is proprietary to Johnson Controls and/or Johnson Controls' supplier(s) and is licensed or sublicensed to Customer on a non-exclusive basis. Customer may not (a) disclose the Software or source code to any third parties, (b) duplicate, reproduce, or copy all or any part of the Software, or (c) use the Software on equipment other than with the designated System with which it was furnished. A separate Software License Agreement or End User License Agreement between Johnson Controls and Customer and/or the software publisher may be required to use the software and/or obtain updates/upgrades. If the installed Equipment is to be connected to Customer's computer network ("Network"), Johnson Controls will furnish and install the software needed to run the Equipment and will connect the Equipment to the Network according to the Network settings supplied by Customer. Installation shall not include modifications to the Network, security, or firewall settings. Customer will supply a TCP/IP Ethernet network address and central processing unit per Johnson Controls specifications for access control system operation. Johnson Controls shall not be responsible for the setup, operation, or maintenance of the Network or Network performance or compatibility issues. Johnson Controls may assess additional charges, if Johnson Controls is unable to connect to the Network or if any additional Equipment is required to facilitate connectivity between the Network and the Equipment. 2. Open Source Software. Johnson Controls represents and warrants to the end user of the System that, to the extent the System includes any Open Source Software, the internal use and operation of the System by the end user will not create any obligation on the part of the end user under the terms of any Open Source License (i) to make any source code or object code available to third parties, or (ii) to license, disclose or otherwise make available to third parties any proprietary software, data or other information, or any associated intellectual property. As used herein, the term "Open Source Software"

means any software, program, module, code, library, database, driver or similar component (or portion thereof) that is royalty free, proprietary software, the use of which requires any contractual obligations by the user such as, without limitation, that software that is subject to, distributed, transmitted, licensed or otherwise made available under any of the following licenses: GNU General Public License, GNU Library or "Lesser" Public License, Berkeley Software Distribution (BSD) license (including Free BSD and BSD-style licenses), MIT license, Mozilla Public License, IBM Public License, Apache Software License, Artistic license (e.g., PERL), Sun Industry Standards Source License, Sun Community Source License (SCSL), Intel Open Source License, Apple Public Source License, or any substantially similar license, or any license that has been approved by the Open Source Initiative, Free Software Foundation or similar group (collectively, "Open Source Licenses").

K. Force Majeure. Johnson Controls assumes no liability for delays in installation of the Equipment or for the consequences therefrom, however caused. Johnson Controls shall not be liable, nor in breach or default of its obligations under this Agreement, for delays, interruption or failure to render services, or any other failure by Johnson Controls to perform an obligation under this Agreement, where such delay, interruption or failure is caused, in whole or in part, directly or indirectly, by a Force Majeure Event. A "Force Majeure Event" is a condition or event that is beyond the reasonable control of Johnson Controls, whether foreseeable or unforeseeable, including, without limitation, acts of God, severe weather (including but not limited to hurricanes, tornados, severe snowstorms or severe rainstorms), wildfires, floods, earthquakes, seismic disturbances, or other natural disasters, acts or omissions of any governmental authority (including change of any applicable law or regulation), epidemics, pandemics, disease, viruses, quarantines, or other public health risks and/or responses thereto, condemnation, strikes, lock-outs, labor disputes, an increase of 5% or more in tariffs or other excise taxes for materials to be used on the project, fires, explosions or other casualties, thefts, vandalism, civil disturbances, insurrection, mob violence, riots, war or other armed conflict (or the serious threat of same), acts of terrorism, electrical power outages, interruptions or degradations in telecommunications, computer, network, or electronic communications systems, data breach, cyber-attacks, ransomware, unavailability or shortage of parts, materials, supplies, or transportation, or any other cause or casualty beyond the reasonable control of Johnson Controls. If Johnson Controls' performance of the work is delayed, impacted, or prevented by a Force Majeure Event or its continued effects, Johnson Controls shall be excused from performance under the Agreement. Without limiting the generality of the foregoing, if Johnson Controls is delayed in achieving one or more of the scheduled milestones set forth in the Agreement due to a Force Majeure Event, Johnson Controls will be entitled to extend the relevant completion date by the amount of time that Johnson Controls was delayed as a result of the Force Majeure Event, plus such additional time as may be reasonably necessary to overcome the effect of the delay. To the extent that the Force Majeure Event directly or indirectly increases Johnson Controls' cost to perform the services, Customer is obligated to reimburse Johnson Controls for such increased costs, including, without limitation, costs incurred by Johnson Controls for additional labor, inventory storage, expedited shipping fees, trailer and equipment rental fees, subcontractor fees, compliance with vaccination requirements or other costs and expenses incurred by Johnson Controls in connection with the Force Majeure.

L. Assignment. This Agreement is not assignable by the Customer except upon written consent of Johnson Controls first being obtained. Johnson Controls shall have the right to assign this Agreement or to subcontract any of its obligations under this Agreement without notice to Customer.

M. Digital Enabled Services, Software and Hosted Software Services. If Johnson Controls provides Digital Enabled Services under this Agreement, these Digital Enabled Services require the collection, transfer and ingestion of building, equipment, system time series, and other data to Johnson Controls' cloud-hosted software applications. Customer consents to and grants Johnson Controls right to collect, ingest and use such data to enable Johnson Controls and its affiliates and agents to provide, maintain, protect, develop and improve the Digital Enabled Services and Johnson Controls products and services. Customer acknowledges that, while Digital Enabled Services generally improve equipment performance and services, Digital Enabled Services do not prevent all potential malfunction, insure against all loss, or guarantee a certain level of performance. Customer shall be solely responsible for the establishment, operation, maintenance, access, security and other aspects of its computer network ("Network"), shall appropriately protect hardware and products connected to the Network and will supply Johnson Controls secure Network access for providing its Digital Enabled Services. As used herein, "Digital Enabled Services" mean services provided hereunder that employ Johnson Controls software and related equipment installed at Customer facilities and Johnson Controls cloud-hosted software offerings and tools to improve, develop, and enable such services. Digital Enabled Service may include, but are not limited to, (a) remote servicing and inspection, (b) advanced equipment fault detection and diagnostics, and (c) data dashboarding and health reporting. If Customer accesses and uses Software that is used to provide the Digital Enabled Services, the Software Terms (defined below) will govern such access and use.

Johnson Controls Digital Solutions. Use, implementation, and deployment of the software and hosted software products ("Software") offered under these terms shall be subject to, and governed Johnson Controls' standard terms for such Software and Software related professional services in effect from time to time at www.johnsoncontrols.com/techarticles (collectively, the "Software Terms"). Specifically, the Johnson Controls General EULA set forth at www.johnsoncontrols.com/buildings/legal/digital/generaleula governs access to and use of software installed on Customer's premises or systems and the Johnson Controls Terms of Service set forth at www.johnsoncontrols.com/buildings/legal/digital/generaltos govern access to and use of hosted software products. The applicable Software Terms are incorporated herein by this reference. Other than the right to use the Software as set forth in the Software Terms, Johnson Controls and its licensors reserve all right, title, and interest (including all intellectual property rights) in and to the Software and improvements to the Software. The Software that is licensed hereunder is licensed subject to the Software Terms and not sold. If there is a conflict between the other terms herein and the Software Terms, the Software Terms shall take precedence and govern with respect to rights and responsibilities relating to the Software, its implementation and deployment and any improvements thereto.

Notwithstanding any other provisions of this Agreement, unless otherwise agreed, the following terms apply to Software that is provided to Customer on a subscription basis (i.e., a time limited license or use right), (each a "Software Subscription"): Each Software Subscription provided hereunder will commence on the date the initial credentials for the Software are made available (the "Subscription Start Date") and will continue in effect until the expiration of the subscription term noted in the applicable statement of work, order or other applicable ordering document. At the expiration of the Software Subscription, such Software Subscription will automatically renew for consecutive one (1) year terms (each a "Renewal Subscription Term"), unless either party provides the other party with a notice of non-renewal at least ninety (90) days prior to the expiration of the then-current term. To the extent permitted by applicable law, Software Subscriptions purchases are non-cancelable, and the sums paid non-refundable. Fees for Software Subscriptions shall be paid annually in advance, invoiced on the Subscription Start Date and each subsequent anniversary thereof. Customer shall pay all invoiced amounts within thirty calendar days after the date of invoice. Payments not made within such time period shall be subject to late charges as set forth in the Software Terms. Unless otherwise agreed by the parties in writing, the subscription fee for each Renewal Subscription Term will be priced at Johnson Controls' then-applicable list price for that Software offering. Any use of Software that exceeds the scope, metrics or volume set forth in this Agreement and applicable SOW will be subject to additional fees based on the date such excess use began.

N. Privacy. 1. Johnson Controls as Processor: Where Johnson Controls factually acts as Processor of Personal Data (as defined therein) on behalf of Customer, the terms at www.johnsoncontrols.com/dpa shall apply. 2. Johnson Controls as Controller: Johnson Controls will collect, process and transfer certain personal data of Customer and its personnel related to the business relationship between it and Customer (for example names, email addresses, telephone numbers) as controller and in accordance with Johnson Controls' Privacy Notice at <https://www.johnsoncontrols.com/privacy>. Customer acknowledges Johnson Controls' Privacy Notice and strictly to the extent consent is mandatorily required under applicable law, Customer consents to such collection, processing and transfer. To the extent consent to such collection, processing and transfer by Johnson Control is mandatorily required from Customer's personnel under applicable law, Customer warrants and represents that it has obtained such consent.

O. Dispute Resolution: Johnson Controls shall have the sole and exclusive right to determine whether any dispute, controversy or claim arising out of or relating to the Agreement, or the breach thereof, shall be submitted to a court of law or arbitrated. The laws of Delaware shall govern the validity, enforceability, and interpretation of this Agreement, without regard to conflicts of law principles thereof, and the exclusive venue for any such litigation or arbitration shall be in Milwaukee, Wisconsin. The parties waive any objection to the exclusive jurisdiction of the specified forums, including any objection based on forum non conveniens. In the event the matter is submitted to a court, Johnson Controls and Customer hereby agree to waive their right to trial by jury. In the event the matter is submitted to arbitration by Johnson Controls, the costs of arbitration shall be borne equally by the parties, and the arbitrator's award may be confirmed and reduced to judgment in any court of competent jurisdiction. Except as provided below, no claim or cause of action, whether known or unknown, shall be brought by either party against the other more than one year after the claim first arose. Claims not subject to the one-year limitation include claims for unpaid: (1) contract amounts, (2) change order amounts (approved or requested) and (3) delays and/or work inefficiencies. Customer will pay all of Johnson Controls' reasonable collection costs (including legal fees and expenses).

P. Johnson Controls License Information: AL 1498, 1499, 1500, 1501, 1502, A-0244, The Security Industry is governed by the rules and regulations of the Alabama Electronic Security Board of Licensure. If you would like information on these rules and regulations or would like to register a complaint you can contact the Board at: AESBL 7956 Vaughn Rd., Montgomery 36116, (334) 264-9388 Fax: 334-264-9332 AK 125516; 1058473, 5430 Fairbanks Street, Suite 7 Anchorage, AK 99507 AR 0000199, 0030740118 Regulated by Arkansas Bd. of Private Investigators & Private Security Agencies, #1 State Police Plaza Dr., Little Rock 72209, (501) 618-8600 AZ ROC281489, 18267-0 CA 977249; alarm company operators are licensed and regulated by the Bureau of Security & Investigative Services, Dept. of Consumer Affairs, Sacramento, CA 95814 CT 0106099-L5 DC ECS1327 FL EF20000890, EF20000341, EF0000478 GA LVA002833, LVA205386, LVU004635 HI CT-32427 ID PWC-C-12256-A-4, RCE-33602, EC012834 IL 127001526, 128000247, 128000246, 128000243 LA 24889, F523, F489 MA 401-C, MI 3601206912, A-0352, A-0170, 3602206914, A-0638, 3602206913, A-1058, A-1199 Whitcomb Avenue Madison Heights, MI 48071; MN TS651063 MS 15024088, 19530-SC NC 846-CSA, 28510-SP-FA/LV, 19385-SP-FA/LV, 27353-SP-FA/LV, 19718-SP-FA/LV, 24191-SP-FA/LV, 22850-SP-FA/LV 101 Industrial Drive, Ste 104 Raleigh, NC 27069, (919) 788-5320 NJ 34BF00050200, P00451, 607013 NM 375283 NV 0077542, F470, F469, NY 12000327404, Licensed by NYS Dept. of State OH E16782, 50-18-1052, 50-25-1050, 50-48-1032, 50-57-1119, 53-31-1582 OK AC-67 OR CLE-322, 197010, AC-67 PA Pennsylvania Home Improvement Contractor Registration Number; PA010083 RI 18004, AF-09170 TN ACC1704, ACC1705, ACC1707, ACC1708, ACC1709, ACC710, ACC1711 TX B00536, 4200 Buckingham Road Ste 150, Ft. Worth, TX 76115 - Dept of Public Safety, Private Security 5805 N. Lamar Blvd, Austin 78752, ACR-1460 UT 8390557-6501 VA 11-7587, 11-7575, 11-7591, 11-7573, 11-7589, 11-7578, 2705147765 WA JOHNCS837N4, 19625 62nd Ave South, Ste C112 Kent,

WA 98032 WV 050291. The foregoing list shows only those license numbers Johnson Controls Security Solutions LLC ("Johnson Controls") is required by law to include on marketing materials. A comprehensive list of licenses held by Johnson Controls is available on www.johnsoncontrols.com. California Customers Only: Upon completion of the installation of the alarm system, the alarm company shall thoroughly instruct the purchaser in the proper use of the alarm system. Failure by the licensee, without legal excuse, to substantially commence work within 20 days from the approximate date specified in the agreement when the work will begin is a violation of the Alarm Company Act.

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COMMERCIAL SALES AGREEMENT

TOWN NO.
0292-AUGUSTA, GA

CUSTOMER NO.
129207608

JOB NO.

PO NO.

ESTIMATE NO.
1-8BZJQBQ

ADDITIONAL TERMS AND CONDITIONS

DATE: 1/14/2025

Johnson Controls Security Solutions LLC ("Johnson Controls")

John Metz
3243 Sunset Blvd,
West Columbia, SC 29169-3427
Tele. No. (803) 543-6490

Augusta Utilities
d/b/a:
("Customer")
Customer Billing Information
452 Walker Street, Suite 200
Augusta, GA 30901
Attn: Dennis Marlin
Tele. No. (706) 312-4130

Customer Premises Served
2421 Riverlook Dr,
Augusta, GA 30904
Attn:
Tele. No. (706) 312-4126

Notwithstanding anything in the Agreement to the contrary, Johnson Controls and Customer agree as follows:

All other terms and conditions of the Agreement, except those expressly modified herein, shall remain in full force and effect.

JOHNSON CONTROLS SECURITY SOLUTIONS LLC

CUSTOMER: _____

Presented by: _____
(Signature of Johnson Controls Sales Representative)

Accepted By: _____
(Signature of Customer's Authorized Representative)

Sales Agent: John Metz
Sales Representative Registration Number (if applicable): _____

(Name Printed)

Title: _____

Date Signed: _____

Scope of Work

Address **BULKHEAD GATES**

Completed By

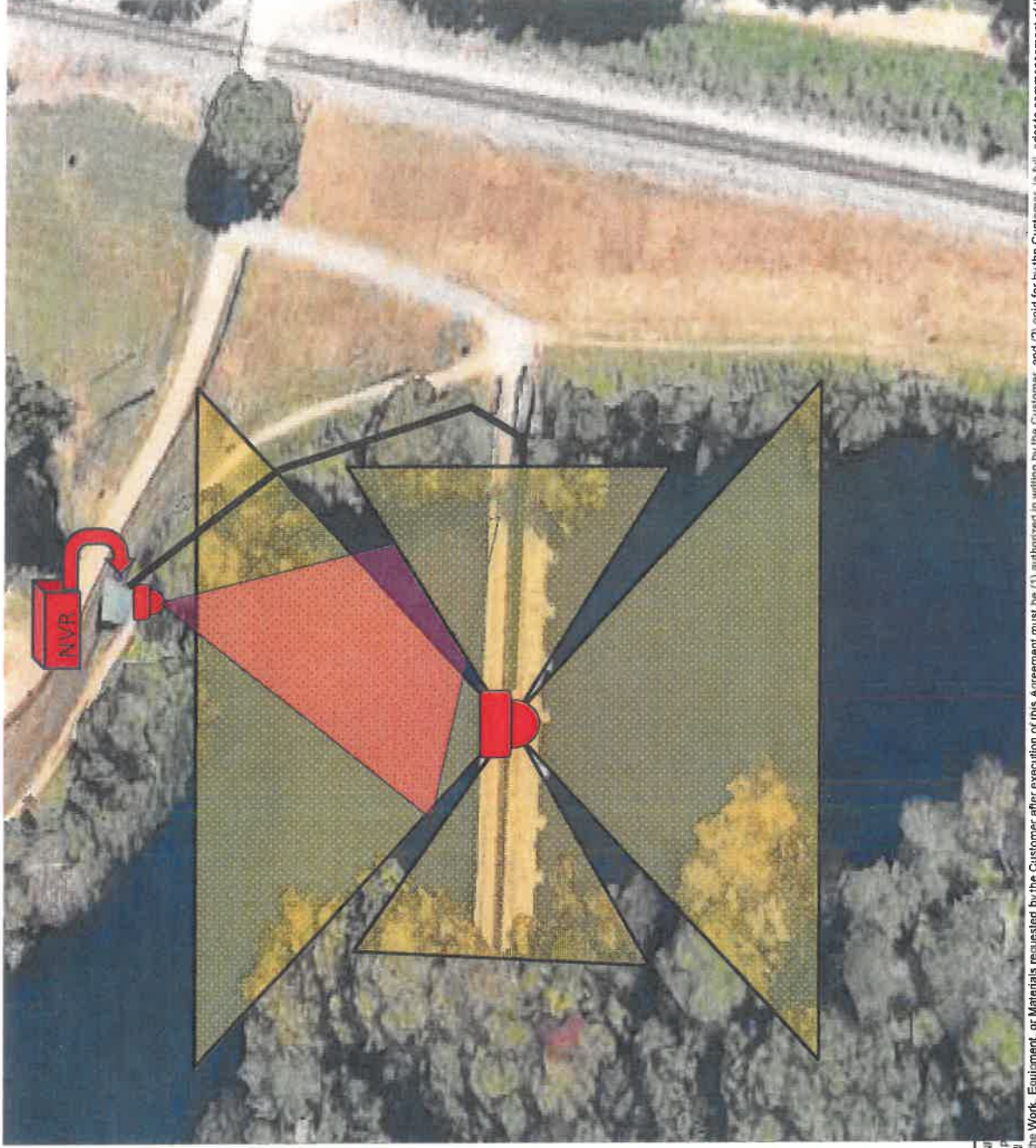
JOHNNY METZ

Estimate #

Account

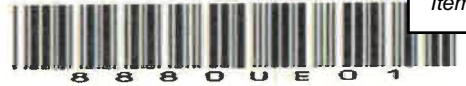
Devices

Symbol	Description	# Devices
Intrusion Alarm		
	Intrusion Alarm Control Panel	
	Intrusion Alarm Keypad	
	Cellular Backup	
	Door Contact	
	Overhead Door Contact	
	Motion Detector (Long Range)	
	Motion Detector (Wide Angle)	
	Motion Detector (Ceiling Mount)	
	Glassbreak Detector	
	Photo-Electric Beam Transmitter	
	Photo-Electric Beam Receiver	
	Panic Button	
	Siren	
Access Control		
	Access Control Reader	
	Access Control Reader	
	Access Control Keypad	
	Access Control Keypad	
	Access Control Panel	
	Locking Hardware	
	Power Supply	
Video Surveillance		
	Dome Camera	
	Camera and Housing	
	Approximate Field of View	
	Network Switch	
	Camera Power Supply	
	Digital Video Recorder	
	Network Video Recorder	
	Network Attached Storage	
	Monitor	



Tyco's BUSINESS CONFIDENTIAL information contained herein, is the property of Tyco Integrated Security, Inc. or any part thereof will be (1) authorized in writing by the Customer, and (2) paid for by the Customer, in full, prior to commencement of the Work. Equipment, or Materials requested by the Customer after execution of this Agreement must be (1) authorized in writing by the Customer, and (2) paid for by the Customer, in full, prior to commencement of the Work.

Item 1.



Item 1.

COMMERCIAL SALES AGREEMENT

TOWN NO. 0292-AUGUSTA, GA

CUSTOMER NO. 129207608

JOB NO.

PO NO.

ESTIMATE NO. 1-8B212YK

DATE: 1/14/2025

Johnson Controls Security Solutions LLC ("Johnson Controls")
John Metz
3243 Sunset Blvd,
West Columbia, SC 29169-3427
Tele. No. (803) 543-6490

Augusta Utilities
d/b/a:
("Customer")
Customer Billing Information
452 Walker Street, Suite 200
Augusta, GA 30901
Attn: Dennis Martin
Tele. No. (706) 312-4130

Customer Premises Served
2421 Riverlook Dr,
Augusta, GA 30904
Attn:
Tele. No. (706) 312-4126

This Commercial Sales Agreement is between Customer and Johnson Controls Security Solutions LLC ("Johnson Controls") effective as of the date signed by Customer. By entering into this Agreement, Johnson Controls and Customer agree to the Terms and Conditions contained in this Agreement. The Equipment and/or Services, collectively the System(s) covered under this Agreement is/are listed in the attached Schedule(s) of Protection / Scope of Work ("SOW"). This offer shall be void if not accepted in writing within thirty (30) days from the date first set forth above.

I. THE FOLLOWING DOCUMENTS ARE ATTACHED TO THIS AGREEMENT AND ARE INCORPORATED BY REFERENCE:

- (a) Hazardous Substance Checklist and Customer Letter
(b) Scope of Work / Schedule(s) of Protection
(c) Terms and Conditions
(d) Additional Terms and Conditions
(e) State Specific Forms, if applicable (e.g., local permit applications)
(f) Customer Installation Acceptance Form (specific to Equipment/Services purchased)
(g) If multiple locations, see attached schedule

II. CHARGES AND FEES; TAXES: a. Equipment Installation. Customer agrees to pay Johnson Controls pursuant to the progress-based billing schedule of values set forth herein. If the schedule of values includes an upfront installation deposit, it will be paid within 30 days of contract signing. Johnson Controls will not commence work until such deposit has been received. The remaining portion of the total installation charge for installation and commissioning will be progress billed monthly through completion of the job. Company progress-based billing can include progress payments for materials, goods, and equipment (ordered, delivered, or stored), and for any pre-design, engineering, installation work or Services. Any outstanding Installation Charges and/or Fees shall be due and payable as a precondition to activation of System and, if applicable, connection to Johnson Controls Central Monitoring Center ("CMC") or any other Service(s). Any changes in the Statement of Work/Schedule of Protection made by the Customer after execution of this Agreement must be agreed to by Johnson Controls and Customer in writing and may be subject to additional charges, fees and/or taxes. Any equipment ordered by Customer by e-mail or telephone order shall be subject to terms and conditions of the Agreement and may be subject to shipping, handling, and/or restocking fees. Until Customer has paid Johnson Controls the Installation Charge and Fees, and Taxes in full, Customer grants to Johnson Controls a security interest in the Equipment and all the proceeds thereof to secure such payment.

b. Services. Customer agrees to pay Service Charges per annum set forth in the Scope of Work/Schedule of Protection (the "Annual Service Charges"), payable in advance on a(n) Quarterly basis, unless otherwise agreed by the parties in writing, plus applicable Taxes for 0 year(s) (the "Initial Term") effective from the date such Service is operative under this Agreement. After the Initial Term this Agreement shall automatically renew on a(n) Annual basis. Johnson Controls will provide Customer with notice of any adjustments in the Charges, Fees and/or Taxes applicable to the renewal period no later than forty-five (45) days prior to the commencement of the renewal period. Unless terminated by either party upon written notice at least thirty (30) days prior to the anniversary date, the adjusted Charges, Fees and/or Taxes will be the Charges, Fees and/or Taxes for the renewal period. Johnson Controls shall have the right to increase Annual Service Charge(s) after one (1) year. Notwithstanding any other term in this Agreement, Johnson Controls may increase prices upon notice to Customer to reflect increases in material and labor costs. In addition, prices for Equipment covered by this Agreement may be adjusted by Johnson Controls, upon notice to Customer at any time prior to shipment and regardless of Customer's acceptance of the Johnson Control's proposal or quotation, to reflect any increase in Johnson Controls' cost of raw materials (e.g., steel, aluminum) inability to secure Equipment, changes or increases in law, labor, taxes, duties, tariffs or quotas, acts of government, any similar charges, or to cover any extra, unforeseen and unusual cost elements. For termination prior to the end of the Initial Term, Customer agrees to pay, in addition to any outstanding Fees and charges for Service(s) rendered prior to termination 90% of the Annual Service Charge(s) remaining to be paid for the unexpired term of the Agreement as liquidated damages but not as a penalty.

c. Other Charges. Customer agrees to pay any assessments, taxes, fees or charges imposed by any governmental body, telephone, communication, or signal transmission company such as false alarm, permitting or connection fees, or administration fees or service charges assessed by Johnson Controls related to AHJ requirements and/or changes to applicable laws, the need to reprogram alarm controls/devices to comply with area code, signal transmission, numbering or other changes relating to the installed Equipment and/or Service(s) provided under this Agreement ("Fees"). Customer is solely responsible to pay all applicable sales, use and/or similar taxes imposed by any taxing or governmental authority on the Equipment, System and/or Services provided hereunder ("Taxes") unless Customer provides to Johnson Controls a valid tax exemption certificate authorized by an appropriate taxing authority. If Customer fails to provide a valid tax exemption certificate, Customer shall remain liable for the payment of any such Taxes until paid in full.

d. Invoicing. Pricing is based upon the billing and payment terms set forth in this Agreement. All invoices will be delivered via email, paid via ACH/EFT bank transfer and are due net 30 from the date of invoice. ACH/EFT bank transfer details will be provided upon contract execution. The proposed total installation charge is contingent upon Customer agreeing to these payment and invoicing terms. Disputed invoices must be identified in writing within twenty-one (21) days of the date of invoice. Payment of any disputed amounts is due and payable upon resolution. Payment is a condition precedent to Johnson Controls' obligation to perform Services under this Agreement. Charges for Equipment and material covered by this Agreement do not include any amounts for changes in tariffs, duties or other similar charges imposed and/or enacted. This Agreement is entered into with the understanding that the services to be provided by Johnson Controls are not subject to any local, state, or federal prevailing wage statute. If it is later determined that local, state, or federal prevailing wage rates apply to the services to be provided by Johnson Controls, Johnson Controls reserves the right to issue a modification or change order to adjust the wage rates to the required prevailing wage rate. Customer agrees to pay for the applicable prevailing wage rates. Customer shall provide financial information requested by Johnson Controls to verify Customer's ability to pay for goods or services. If Customer fails to provide financial information or if Johnson Controls, in its sole discretion determines that reasonable grounds exist to question Customer's ability or willingness to make payments when due (e.g., not making payments when due, late payments, or a reduction in Customer's credit score), Johnson Controls may defer shipments, change payment terms, require cash in advance and/or require other security, without liability and without waiving any other remedies Johnson Controls may have against Customer. Johnson Controls shall provide Customer with advance written notice of changes to payment terms.

III. ENTIRE AGREEMENT; CUSTOMER ACCEPTANCE: This Agreement, together with all of its written Amendments, Riders, SOW and/or Exhibits, constitutes the entire agreement between the Customer and Johnson Controls relating to the subject matter hereof and supersedes any prior or contemporaneous oral or written agreements and understandings. The terms and conditions of this Agreement will prevail over any conflicting, inconsistent or additional terms and/or conditions contained in any purchase order, agreement, SOW or other document issued by Customer. Any changes must be mutually agreed to in writing by the authorized representatives of the Customer and Johnson Controls. In signing this Agreement, Customer is not relying on any advice, advertisements, or oral representations of Johnson Controls and agrees to be bound to the terms and conditions contained in all the pages of the Agreement. Customer agrees that any representation, promise, condition, inducement or warranty, express or implied, not included in this Agreement will not be binding upon Johnson Controls, and that the terms and conditions in this Agreement apply as printed without alteration or qualification, except as specifically modified by a written agreement signed by Johnson Controls and Customer. Any changes in the Statement of Work or scope of the work requested by the Customer after the execution of this Agreement may result in additional cost to the Customer and any such changes/additions must be authorized in a writing signed by both the Customer and Johnson Controls. Customer's failure to accept and sign this Agreement within thirty (30) days of the date shown above may result in price increases. Customer acknowledges that: (a) Johnson Controls has explained the full range of protection, equipment, and services available to Customer; (b) additional protection over and above that provided herein is available and may be obtained from Johnson Controls at an additional cost to the Customer; (c) Customer desires and has contracted for only the Equipment and/or Service(s) itemized in this Agreement; (d) the Equipment/Service(s) specified in this Agreement are for Customer's own use and not for the benefit of any third party; (e) Customer owns the premises in which the Equipment is being installed or has the authority to engage Johnson Controls to carry out the installation in the premises; and (f) Customer will comply with all laws, codes and regulations pertaining to the use of the Equipment/Service(s).

ATTENTION IS DIRECTED TO THE WARRANTY, LIMIT OF LIABILITY AND OTHER CONDITIONS CONTAINED IN THE SECTIONS ENTITLED "TERMS AND CONDITIONS" AND "ADDITIONAL TERMS AND CONDITIONS". THIS AGREEMENT REQUIRES FINAL APPROVAL OF A JOHNSON CONTROLS AUTHORIZED MANAGER BEFORE ANY EQUIPMENT/SERVICES MAY BE PROVIDED. IF APPROVAL IS DENIED, THIS AGREEMENT WILL BE TERMINATED AND JOHNSON CONTROLS ONLY OBLIGATION TO CUSTOMER WILL BE TO NOTIFY CUSTOMER OF SUCH TERMINATION AND REFUND ANY AMOUNTS PAID IN ADVANCE.

[Signature Follow on Next Page]



COMMERCIAL SALES AGREEMENT

TOWN NO.
0292-AUGUSTA, GA

CUSTOMER NO.
129207608

JOB NO.

PO NO.

ESTIMATE NO.
1-8BZ12YK

IF MAINTENANCE SERVICE IS DECLINED, CUSTOMER MUST INITIAL
HERE _____

JOHNSON CONTROLS SECURITY SOLUTIONS LLC

IF A 5-DAY FAMILIARIZATION PERIOD IS REQUESTED, CUSTOMER MUST INITIAL HERE

CUSTOMER: _____

Presented by: _____
(Signature of Johnson Controls Sales Representative)

Accepted By: _____
(Signature of Customer's Authorized Representative)

Sales Agent: John Metz
Sales Representative Registration Number (if applicable): _____

(Name Printed)

Title: _____

Date Signed: _____

CUSTOMER ACCEPTANCE

To ensure that JCI is compliant with your company's billing requirements, please provide the following information:

PO is required to facilitate billing: NO: this signed contract satisfies Agreement

YES: Single PO Required for Initial Term

Annual PO Required

ANSC PO Required Yearly (ANSC = Annual Service Charge)

AR Invoice are accepted via e-mail: YES: Email address to be used: _____

NO: Please submit invoices via mail NO: Please submit via _____

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TOWN NO.
0292-AUGUSTA, GA

CUSTOMER NO.
129207608

JOB NO.

PO NO.

ESTIMATE NO.
1-8BZ12YK

SCOPE OF WORK / SCHEDULE OF PROTECTION

IV. **SCOPE OF WORK / SCHEDULE OF PROTECTION ("SOW"):** Johnson Controls agrees to install or cause to be installed the Equipment and furnish the Service(s), collectively, the System, on the terms and conditions set out in this Agreement.

A. **Ownership of System and/or Equipment:** Direct Sale (equipment to become property of the Customer upon payment of Installation Charges and Fees in full).

B. **Services to be Provided ("Services")**

Alarm monitoring and Notification Services:

Video Surveillance Services:

Managed Access Control Services:

Video Equipment:

Maintenance Service Plan; Preventive Maintenance/Inspection:

Additional Services:

No Service Selected

No Service Selected

No Service Selected

Closed Circuit Television PROVIDED

Expert Maintenance and 1 Video Inspection PROVIDED

No Service Selected

C. **Equipment to be Installed ("Equipment"):** Johnson Controls will install, or cause to be installed, the Equipment (or equivalent), as set forth in this SOW in Customer's designated facility(ies). As used herein, "installation" means: (i) affixing all Equipment and materials provided by Johnson Controls at such locations within the facility(ies) as are designated by Customer; (ii) providing and pulling cables/wires required to connect the Equipment to Customer's Communications Facilities and making such connections; (iii), in the case of a Digital Communicator installation, mount Equipment and plug into RJ31X phone jack previously installed by Customer; (iv) in the case of radio installation, mount radio Equipment and program Equipment with number furnished by Customer; (v) providing and installing software/firmware required by the Equipment; (vi) performing testing as required to establish that the Johnson Controls Equipment is connected, is functioning according to its specifications, and is communicating over Customer's Communications Facilities; and (vii) providing user-level training to Customer's designated representative in the use of such Equipment.

Qty	Product Name	Location
1	RACKMOUNT KIT - FOR EXACQVISION GEN 2 G-SERIES 8-PORT POE - 14.17"	
1	WALL MOUNT KIT FOR SINGLE 8- OR 16-PORT GEN 2 G-SERIES SERVER.	
1	Illustra Pro Gen4 32MP Multisensor, 3.6-11mm, AI, TDN w/IR, TWDR, IP66, IK10, SD	Outside corner of building
1	90w PoE Injector	Multisensor camera
1	Illustra Pro Gen4 Multisensor Pendant Cap	Multisensor camera
1	RHOWCA - CORNER BRACKET ADAPTER	Multisensor camera
1	Dome Mount, SDU (Optima (indr/outdr), Wall, 23" (58.7 cm)	Multisensor camera
2	Illustra Flex Gen4 16MP Dual Sensor, MFZ 3.42-6.85mm, Edge AI, TWDR, TDN w/IR, I	Interior of building - wall mounted
2	Illustra Flex Gen4 Dual Sensor Pendant Mount	Dual sensor camera
2	Mount, Wall, For Ultra & Optima Outdoor Dome, 11 inches	Dual sensor camera
1	EasyCell LTE Cat 4 Industrial Cellular Router Wi-Fi	
1	NEMA 4/4X Indoor/Outdoor Cabinet with Integrated PoE Switch	
1	SINGLE LINE CCTV SURGE PROTECTOR	
1	SMART-UPS, 750VA, 2U, LCD, 120V, 8 X NEMA 5-15R, NEMA 5-15P	
1	8-PORT 802.3AT POE+ 10/100/1000BASE-TX MANAGED SWITCH, RACK MOUNT	Cabinet
500	4-23, CAT6, PLENUM, SOLID, BC, U/UTP, DUAL FRPO/FEP, LS-PVC, BLUE, 500FT	
1	Wall Cabinet Rack	Wall mounted
1	DESKTOP Q-SERIES NVR 8 IP PROFESSIONAL LICENSES 8TB INTERNAL STORAGE	Cabinet

D. **CHARGES AND ESTIMATED TAX:**

1. **Installation Charge:**

Installation Charge Amount:	\$29,413.55
* Estimated Tax(es):	\$0.00
TOTAL INSTALLATION CHARGE:	\$29,413.55

Installation Deposit Amount:	\$17,648.13
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Planned Monthly Progress Billing Schedule of Values	
Description	%
Deposit/Advance Payment/Mobilization	60%
Monthly Progress Billing (Installation/Commissioning)	40%

Planned Monthly Progress Billing w/ First Labor Applied	
First Labor Applied	20%
Demonstrated Use (if applicable)	10%
Final billing upon job completion	10%

2. Annual Service Charge:

Annual Service Charge Amount:	\$3,624.80
* Estimated Tax(es):	\$0.00
TOTAL ANNUAL SERVICE CHARGE:	\$3,624.80

* Tax value shown is estimated and may differ from the actual tax value that will be on the invoice.

E. Scope of Work: This Section is intended for installation use only. Any language contained in this Section that attempts to modify the Terms and Conditions of this Agreement shall be void and of no effect.

Contact Information: Jerry Philpot Project Manager – Information Technology & Revenue Analytics Augusta Utilities - Engineering Phone: 706-312-4130 Mobile: 706-513-6863 Email : gphilpot@augustaga.gov 452 Walker Street, Suite 200 Augusta, GA 30901

System Operation: Johnson Controls to install new cameras with described views as follows: Exterior corner mounted camera on east corner of building to view above and below Diversion Dam, Canal below Head gates, Embankments, and the South Carolina side of the Diversion Dam. This will be achieved by one 360 multisensor camera. Interior dual lens cameras will be wall mounted inside the building to view all gate operations. JCI to provide a lockable cabinet mounted to the wall to house the NVR. Necessary conduit and surge protection will be provided.

Programming Info: Program system per manufacturer specs

Site Conditions: Existing building

Existing Equipment: N/A

Customer Expectations: NORMAL BUSINESS HOURS - MONDAY-FRIDAY. THE LOCAL IS TYPICALLY UNMANNED AND THE CUSTOMER WILL NOT BE PRESENT DURING THE ENTIRE INSTALLATION. A FINAL INSPECTION OF THE SYSTEM WILL BE COMPLETED WITH THE CUSTOMER AND A CUSTOMER ACCEPTANCE FORM SIGNED DURING THIS MEETING.

Training Expectations: TRAIN CUSTOMER WHILE ON SITE.

General Comments: Master Sales Agreement is active and in place between both parties. JCI suggest that the building become environmentally controlled in the future.

Customer Responsibilities / Johnson Controls Exclusions: Permanent power, access to building and the surrounding dam, Static IP Address. SIM Card and active cellular services.

Documentation Needs: DRAWING AND USER GUIDE WILL BE MADE AVAILABLE TO THE CUSTOMER.

Contract Notes -

TERMS AND CONDITIONS

Item 1.

TERMS AND CONDITIONS

V.Customer and Johnson Controls agree as follows:

A. Services.

A.1.Central Station Signal Receiving and Notification (Alarm Monitoring) Services. Intentionally left blank - Services have not been purchased.

A.2.Communication Facilities. Intentionally left blank – Alarm Monitoring Services have not been purchased.

A.3.1 Enhanced Maintenance Service Plan. Intentionally left blank - Services have not been purchased.

A.3.2 Expert Maintenance Service Plan ("Expert Maintenance"). 1. If Expert Maintenance is purchased, Johnson Controls will provide and bear the expense of maintenance/repair of the covered Equipment for issues related to normal wear and tear. The following are not covered under Expert Maintenance and any requested service will be provided on a time and materials basis: (a) window foil, (b) security screens, (c) product installed contrary to OEM specifications, (d) exterior wiring, (e) programming changes, (f) software updates/upgrades, unless Software Support Services are purchased, (g) consumables such as batteries and printer supplies, and (h) "Conditions" not covered by Warranty shown below. Customer shall pay for any related labor and/or materials for such work at Johnson Controls' then applicable rates. Additional charges may apply for service requiring the use of a lift. Johnson Controls' obligation to perform Expert Maintenance service relates solely to the covered Equipment. 2. If Expert Maintenance is not purchased prior to the expiration of the Equipment Warranty, Johnson Controls will provide such Expert Maintenance only after inspecting the Equipment to be covered and making any necessary repairs or replacements to bring the Equipment/System into compliance with Johnson Controls' specifications and/or the standards set by applicable law. 3. Expert Maintenance will be furnished during Johnson Controls' "Normal Working Hours" (between 8:00 A.M. and 4:30 P.M. Monday through Friday, except holidays). Expert Maintenance performed outside of these hours is subject to additional charges. Provision of Expert Maintenance is conditioned upon the continued availability of system components/parts from the original equipment manufacturer ("OEM").

A.3.3 Optimum Maintenance Service Plan. Intentionally left blank - Services have not been purchased.

A.3.4 Essential Maintenance Service Plan. Intentionally left blank - Services have not been purchased.

A.4. Testing/Inspections Service ("T/I"). If T/I Service is purchased, Johnson Controls will provide the number of inspections/tests on the covered Equipment as specified in this Agreement. Such T/I Services will be furnished during Johnson Controls' "Normal Working Hours" (between 8:00 A.M. and 4:30 P.M. Monday through Friday, except holidays). T/I Service performed outside of these hours is subject to additional charges.

A.5.Investigator Response Service. Intentionally left blank - Services have not been purchased.

A.6. Select View Managed Video Services/Interactive Video Monitoring Services. Intentionally left blank - Services have not been purchased.

A.6.1.Video/Audio Alarm Verification Service/Video Verification. Intentionally left blank - Services have not been purchased.

A.6.2.Video Guard Tour. Intentionally left blank - Services have not been purchased.

A.6.3.Video Escort. Intentionally left blank - Services have not been purchased.

A.6.4.Video Assist. Intentionally left blank - Services have not been purchased.

A.6.5.Video Audit. Intentionally left blank - Services have not been purchased.

A.6.6.Outdoor Interactive Video Monitoring Services. Intentionally left blank - Services have not been purchased.

A.6.7. Managed Video Portal. Intentionally left blank - Services have not been purchased.

A.6.8.Unattended Delivery – Alarm Based Video Monitoring. Intentionally left blank - Services have not been purchased.

A.6.9.Unattended Delivery – Live Video Monitoring of Process - Intentionally left blank - Services have not been purchased.

A.7. Closed Circuit Television ("CCTV")/Video Equipment. (a)System Requirements. Customer will provide: (i) adequate illumination under all operational conditions for the proper operation of any video camera(s); (ii) any required 110 AC power supply; and (iii) appropriate space for monitors. (b)Audio Monitoring/Recording. Customer's decision to install video equipment with audio recording and/or monitoring capability ("Video with Audio") is based solely on Customer's own independent business judgment, without any involvement or approval of Johnson Controls. Certain laws may limit or preclude the use of Video with Audio. By installing Video with Audio in Customer's premises, Customer accepts the responsibility of knowing and fully complying with all applicable laws, including but not limited to all requirements that clear and conspicuous notice be posted in Customer's premises warning of Customer's use of audio recording and/or monitoring equipment on its premises.

A.8. New York City Fire System. Intentionally left blank.– covered system is not installed in NYC

A.9. Vision/Vision with Auditing. Intentionally left blank - Service is no longer offered.

A.10. Hosted Access. Intentionally left blank - Services have not been purchased.

A.11. Data Hosting/Storage Services. Intentionally left blank - Services have not been purchased.

A.12. Data Hosting/Storage Services Encrypted. Intentionally left blank - Services have not been purchased.

A.13. Mobile Security Management ("MSM") Services. Intentionally left blank - Services have not been purchased.

A.13. Mobile Security Management ("MSM") Services. Intentionally left blank - Services have not been purchased.

A.14. Software Support Services. If Software Support Services ("SSS") are purchased they will be provided on licensed software titles expressly identified in this agreement, (the "Covered Software"). Support Conditions. SSS for Covered Software are subject to the following conditions ("Support Conditions"): (a) Johnson Controls' receipt of the Software Support Fee; (b) the Covered Software is not modified from its standard form originally licensed by the software owner/licensor ("Licensor"); (c) Customer's use of Covered Software is in accordance with the end user license agreement ("EULA") between Customer and Licensor; if applicable; (d) Customer provides Johnson Controls (and/or its authorized representatives) with and when necessary (1) any information and/or documentation required to recreate the problem, defect, or non-conformity (individually/collectively, a "Problem"), (2) log in privileges for remote trouble shooting, (3) TCP/IP Ethernet network addresses, and (4) access to Customer's network, servers and/or hardware; and (e) the processor, operating system and associated system software, and other interdependent or reliant software are operating properly. Exclusions. Johnson Controls will not provide SSS when a Problem is caused by (a) relocation, movement, improper operation, neglect or misuse of the Covered Software or associated Equipment/System; (b) Customer's failure to maintain proper site or environmental conditions; (c) any attempts at configuration, repairs, support, or modifications to the Covered Software not performed by a Johnson Controls authorized representative; (d) discontinued systems or software; (e) casualty, act of God, the unauthorized acts of third parties; (f) failure or interruption of electrical power, telephone or communication line or like cause, or (g) any other cause external to the Covered Software. Problem Resolution. Johnson Controls will provide Customer with email and telephone support on the Covered Software. Johnson Controls then will use reasonable commercial efforts to resolve and correct the Problem within forty-eight (48) hours. Problem resolution and correction may be provided at Johnson Controls' discretion as a software fix or workaround. Johnson Controls will periodically advise Customer on Johnson Controls progress in diagnosing and/or correcting the reported Problem. Customer acknowledges that Johnson Controls may be unable to resolve Problem due to (a) Johnson Controls inability to recreate, locate or identify the Problem; (b) issues related to Customer's system hardware, network or Internet connectivity issues; or (3) issues for which the Original Equipment Manufacturer ("OEM") and/or Licensor (collectively, also referred to as an "Johnson Controls Supplier") has not provided a resolution or workaround. If Johnson Controls is unable to resolve or correct a Problem, Johnson Controls will notify Customer and provide underlying information as available. Notwithstanding anything to the contrary herein, Johnson Controls makes no warranties that its efforts will be successful in diagnosing, resolving, or correcting any Problem. Software

Updates. Customer understands that the SSS provides access to updates and upgrades but do not include the provision of software update or upgrade services unless purchased. If software upgrades are required to correct a Problem, such software upgrades will be provided, at Customer's request, on a time and materials basis at Johnson Controls' then-current hourly rates as such upgrades become available from the Johnson Controls Supplier. On Site Engineer Support Services. If Johnson Controls determines that on-site engineer support services ("ESS") are necessary to correct a Problem, Johnson Controls will provide ESS on a time and materials basis at Johnson Controls' then current ESS rates plus any related travel or other expenses. Such ESS may include on-site software installation assistance, training, or Problem diagnosis, resolution, and/or correction. Return of Defective Media. Customer may return any defective media directly to Johnson Controls using a Johnson Controls furnished return authorization number. Fee for Reinstatement. Customer may incur reinstatement charges ("Reinstatement Fee") at Johnson Controls then current rates, if it allows SSS to lapse and later requests reinstatement within one year from the time the SSS lapses. Limitation of Liability. Notwithstanding anything in the Agreement to the contrary, Customer acknowledges and agrees that neither Johnson Controls nor its Supplier will be responsible for Problems caused by changes in the operating characteristics of the Equipment/System upon which the Covered Software is operating, or for problems in the interaction of the Covered Software with Customer's Network or existing software/firmware/hardware. In no event will Johnson Controls and/or Johnson Controls Supplier be liable for any (a) third party claims; (b) loss or damage to any systems, records or data, or liabilities related to a violation of an individual's privacy rights; or (c) indirect, incidental, special, consequential, punitive, reliance, or cover damages (including lost profits and lost savings). Customer further agrees that, in no event will Johnson Controls' and/or Johnson Controls Supplier's aggregate liability regardless of cause (including, but not limited to, liability for negligence, strict liability, breach of contract, misrepresentation and other contract or tort claims) arising from the provision of or failure to provide SSS and/or Customer's use of or inability to use any Covered Software or related System, exceed the lesser of USD\$1,000 or the total SSS Fees paid by Customer.

A.15. Lynx Network Dures and Emergency Notification System ("Lynx System"). Intentionally left blank – Lynx System/Services have not been purchased.

A.16. RFID Tracking System ("System"). Intentionally left blank – RFID Systems have not been purchased.

A.17. HID SEOS Mobile Credential Service ("Service"). Intentionally left blank – Service has not been purchased.

A.18. Customer For Life Program ("Service"). Intentionally left blank – Service has not been purchased.

A.19. Outdoor Radar Perimeter Protection. Intentionally left blank – System has not been purchased.

A.20. Self-Printing Service. Intentionally left blank – Service has not been purchased.

A.21. Audio Enabled Devices. Customer acknowledges and agrees that Customer's decision to install and/or activate security equipment with audio recording and/or monitoring capability ("Audio Enabled Devices") is based solely on Customer's own independent business judgment or knowledge of applicable law. Tyco does not recommend, endorse, or render an opinion, legal or otherwise regarding such decision. Certain laws may limit or preclude the use of Audio Enabled Devices in Customer's premises. It is the responsibility of the Customer to know and fully comply with all applicable laws, including but not limited to any or all requirements that clear and conspicuous notice be provided concerning of the use of Audio Enabled Devices in Customer's premises. In providing, installing and/or activating such Audio Enabled Devices, Tyco is relying on Customer's representations and agreements set forth herein and that the warranty, limitation of liability, limitation of action, release, third party indemnity, and other terms, limitations, restrictions, and conditions set forth in the Agreement shall fully apply.

A.22. Proactive Health Services. Intentionally left blank - Services have not been purchased.

A.23. Automated Notification. Intentionally left blank - Services have not been purchased.

A.24. Remote Technical Services. Intentionally left blank - Services have not been purchased

A.25. Anyvision Devices. Intentionally left blank – Equipment has not been purchased.

A.26. WhosOnLocation Service. Intentionally left blank - Services have not been purchased.

A.27. Vape Detection System. Intentionally left blank - Services have not been purchased.

A.28. Alcatraz Cloud Service. Intentionally left blank - Services have not been purchased.

A.29. CloudVue Service. Intentionally left blank - Services have not been purchased.

A.30. Visual Alarm Verification Service. Intentionally left blank - Services have not been purchased.

A.31. Halo Smart Sensor System. Intentionally left blank - System have not been purchased.

A.32. Embedded Resource Services. Intentionally left blank - Service have not been purchased.

A.33. Open Path System. Intentionally left blank - System or Service have not been purchased.

A.34 Open Eye Cloud Video Platform ("Open Eye Services"). Intentionally left blank - System or Service have not been purchased.

A.35 Sabre Systems Services. Intentionally left blank - System or Service have not been purchased.

A.36 Cantronics Telethermographic Device. Intentionally left blank - System or Service have not been purchased.

A.37. Digital Barriers Telethermographic System. Intentionally left blank - System or Service have not been purchased.

A.38. Installation and Lease Subscription Services for Evolv Express. Intentionally left blank - System or Service have not been purchased.

A.39. Installation and Purchase Subscription Services for Evolv Express. Intentionally left blank - System or Service have not been purchased.

A.40. Illustra Telethermographic System. Intentionally left blank - System or Service have not been purchased.

A.41. Wello Body Temperature Detection System. Intentionally left blank - System or Service have not been purchased.

A.42. ZKTECO Temperature System. Intentionally left blank - System or Service have not been purchased.

A.43. Milestone Video Surveillance Equipment. Intentionally left blank - System or Service have not been purchased.

A.44. SES Mobile-Based Keyless Access Control System. Intentionally left blank - System or Service have not been purchased.

A.45. Solink Cloud Video Services. Intentionally left blank - System or Service have not been purchased.

A.46. Qolsys Panel. Intentionally left blank - Panel have not been purchased.

A.47. GuardRFID. Intentionally left blank - Panel have not been purchased.

A.48. Purchase and Subscription Services for Motorola Concealed Weapons Detection System. Intentionally left blank - Panel have not been purchased.

A.49. Installation and Subscription Services for Motorola Concealed Weapons Detection System. Intentionally left blank - Panel have not been purchased.

A.50. Additional Services. If any other services, including but not limited to the following, are being furnished under this Agreement, Customer and Johnson Controls will enter into a separate Rider that will be attached to and incorporated as part of this Agreement: (a) Select Link - Immediate Response Information System (IRIS) (b) Managed Access Control (c) Electronic Article Surveillance ("EAS") (d) Guard Response Service (e) Radio Frequency Identification ("RFID") (f) Training Services (g) Watchman's Reporting Service.

B. Warranty (90-Day). 1. If the transaction type is "Direct Sale", any part of the System (as distinguished from the Firmware/Software) installed under this Agreement, including the wiring,

which proves to be defective in material or workmanship within ninety (90) days of the date of completion of the installation ("Warranty Period"), will be repaired or replaced, at in Johnson Controls' option with a new or functionally operative part. Materials required to repair or replace such defective components will be furnished at no charge during the Warranty Period. Warranty Services will be furnished during Johnson Controls' "Normal Working Hours" (between 8:00 A.M. and 4:30 P.M. Monday through Friday, except holidays). Warranty Service performed outside of these hours is subject to additional charges. 2. For "Johnson Controls-Owned" equipment/systems: (a) the equipment/systems are provided "AS IS" and without warranty; and (b) Customer is responsible to maintain such equipment/system in good working order.

3. The following "Conditions" are not covered by Warranty: (a) damage or extra service time needed resulting from accidents, acts of God, lightning, strikes, riots, floods, terrorism, acts of War, alteration, misuse, tampering or abuse, adjustments, repairs or maintenance not performed by Johnson Controls, or from parts, equipment, accessories, attachments or other devices not furnished by Johnson Controls; (b) Customer's failure to properly follow operating instructions provided by Johnson Controls or OEM; (c) adjustments necessitated by misalignment of video cameras, improper adjustment of monitor brightness and contrast tuning dials or insufficient light on the area viewed by the camera(s); (d) trouble due to interruption of Internet, telecommunications, and/or electrical service; (e) battery failure; (f) devices designed to fail in protecting the equipment/system, such as, but not limited to, fuses and circuit breakers; and (g) System modifications/customization requested by Customer. If Customer calls Johnson Controls for Warranty Service and Johnson Controls' representative finds that one of the "Conditions" has led to the inoperability or apparent inoperability of the Equipment/System or any component, Johnson Controls may bill Customer for the service call whether or not Johnson Controls actually works on the Equipment/System. If repairs are required due to one of the above "Conditions", Johnson Controls will charge Customer for such work on a time and materials basis at Johnson Controls' then applicable rates for labor and materials.

4. THE FOREGOING WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE CUSTOMER'S EXCLUSIVE REMEDY WITH RESPECT TO ANY AND ALL LOSSES OR DAMAGES RESULTING FROM ANY CAUSE WHATSOEVER, INCLUDING JOHNSON CONTROLS' NEGLIGENCE, IS REPAIR OR REPLACEMENT AS SPECIFIED ABOVE. JOHNSON CONTROLS WILL IN NO EVENT BE LIABLE FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES OF ANY NATURE, INCLUDING WITHOUT LIMITATION, DAMAGES FOR PERSONAL INJURY OR DAMAGES TO PROPERTY, HOWEVER OCCASIONED, WHETHER ALLEGED AS RESULTING FROM BREACH OF WARRANTY OR CONTRACT BY JOHNSON CONTROLS OR NEGLIGENCE OF JOHNSON CONTROLS OR OTHERWISE. Johnson Controls makes no and specifically disclaims all representations or warranties that the services, products, software or third party product or software will be secure from cyber threats, hacking or other similar malicious activity, or will detect the presence of, or eliminate, treat, or mitigate the spread transmission, or outbreak of any pathogen, disease, virus or other contagion, including but not limited to COVID 19.

5. Unless agreed to in writing by the parties, any technical support, assistance, or advice ("Technical Support") provided by JOHNSON CONTROLS, such as suggestions as to design use and suitability of the Equipment and products for the Customer's application, is provided in good faith, but Customer acknowledges and agrees that JOHNSON CONTROLS is not the designer, engineer, or installer of record. Any Technical Support is provided for informational purposes only and shall not be construed as a representation or warranty, express or implied, concerning the proper selection, use, and/or application of the Equipment and products. Customer assumes exclusive responsibility for determining if the equipment and products supplied by JOHNSON CONTROLS are suitable for its intended application and all risk and liability, whether based in contract, tort or otherwise, in connection with its application and use of the equipment and products.

C. System Requirements, Miscellaneous. 1. Vaults. Customer must ensure that any Customer vault protected by sound or vibration detector systems has the minimum construction characteristics prescribed by the Underwriters' Laboratories, Inc. 2. System Testing. Customer must test all detection devices or other electronic equipment according to procedures prescribed by Johnson Controls prior to setting the alarm system for closed periods and must notify Johnson Controls promptly if such equipment fails to respond to any such test. 3. Familiarization Period. UNLESS CUSTOMER HAS REJECTED THE FAMILIARIZATION PERIOD (EXCEPT WHERE A FAMILIARIZATION PERIOD IS REQUIRED BY LAW), CUSTOMER AGREES THAT: (a) DURING A FIVE (5) DAY FAMILIARIZATION PERIOD, OR SUCH PERIOD AS IS REQUIRED BY LAW; AND (b) FOLLOWING COMPLETION OF THE INSTALLATION AND THE COMMUNICATIONS CONNECTION TO JOHNSON CONTROLS' CMC (AND DURING ANY APPLICABLE EXTENSIONS), JOHNSON CONTROLS HAS NO OBLIGATION TO, AND WILL NOT, RESPOND TO ANY ALARM SIGNAL RECEIVED AT THE JOHNSON CONTROLS' CMC FROM CUSTOMER'S PREMISES DURING SUCH FAMILIARIZATION PERIOD. CUSTOMER ALSO AGREES THAT DURING SUCH PERIOD JOHNSON CONTROLS HAS NO OBLIGATION TO, AND WILL NOT, NOTIFY ANY AUTHORITIES, CUSTOMER, OR A PERSON ON CUSTOMER'S EMERGENCY CONTACT LIST, OR TAKE ANY OTHER ACTION WITH REGARD TO ANY ALARM SIGNAL JOHNSON CONTROLS RECEIVES, EVEN IF DUE TO AN ACTUAL EMERGENCY EVENT. 4. Special Equipment Requirements. If Customer requires installation or service of equipment in areas inaccessible without the use of lifts or cranes, or if non-standard conditions at the Customer site require special equipment for installation or service, Customer will provide such equipment, or will reimburse Johnson Controls for any applicable charges or fees. 5. Training Services. Johnson Controls provides initial training to Customer on use of the equipment installed at the time of installation. Thereafter, Customer may purchase additional training in one-hour increments at Johnson Controls' then current rate. 6. Site Preparation, Intrusion and Restoration. Unless otherwise noted herein, Customer is responsible for providing: (a) any necessary electric current, (b) an outlet within 10 feet of an alarm control panel, (c) telephone connections, (d) network drops, and (e) any required conduit, wire mold, or other raceway, (f) any required IP address assignments, and (g) additional network software licensing. The installation of the equipment/system may necessarily require cutting, bolting or fastening into Customer's floors, walls and/or ceilings. Johnson Controls shall not be responsible for any expenses related to intrusion, mold, fungi, bacteria, wet/dry rot, patching, floor or wall finishing, or paint, tile, carpet or wallpaper matching, restoration or replacement resulting from installation or service of the equipment/system. 7. Battery Powered Devices. Customer understands that any battery-powered motion detectors, smoke detectors, door and window contact transmitters and other detection sensors installed/serviced under this Agreement require batteries to operate. THESE BATTERY-POWERED DETECTION SENSORS WILL NOT OPERATE, AND THE ALARM WILL NOT SOUND, IF THE BATTERY ENERGY LEVEL OR CHARGE IS LOW, OR DEPLETED. It is Customer's sole responsibility to maintain and replace any batteries. Customer shall carefully read and follow the owner's manual, instructions and warnings for all such equipment and regularly inspect the sensors for dirt and dust buildup and test the sensors weekly to help maintain continued operation. 8. Customer is solely responsible for the establishment, operation, maintenance, access, security and other aspects of its computer network ("Network") and shall supply Johnson Controls secure Network access for providing its services. Products networked, connected to the internet, or otherwise connected to computers or other devices must be appropriately protected by Customer and/or end user against unauthorized access. Customer is responsible to take appropriate measures, including performing back-ups, to protect information, including without limit data, software, or files (collectively "Data") prior to receiving the service or products.

D. Electronic Media; Personal Information; Consent to Call, Text or Email. 1. Electronic Media. Either party may scan, fax, email, image, or otherwise convert this Agreement into an electronic format of any type or form, now known or developed in the future. Any unaltered or unadulterated copy of this Agreement produced from such an electronic format will be legally binding upon the parties and equivalent to the original for all purposes, including litigation. Johnson Controls may rely upon Customer's assent to the terms and conditions of this Agreement, if Customer has signed this Agreement or has demonstrated its intent to be bound whether by electronic signature or otherwise. 2. Personal Information. Customer represents and warrants that Customer has obtained all consents and has the right to (a) disclose to Johnson Controls all personal information disclosed hereunder concerning individuals/employees/or other third parties including all information contained in Customer's Emergency Call List ("ECL"); (b) permit Johnson Controls to collect (including consent to record telephone conversations with Johnson Controls), use, disclose and transfer such personal information; and (c) expressly authorizes Johnson Controls to use such personal information to administer the relationship and the agreement between Customer and Johnson Controls, including, but not limited to, contacting Customer personnel at the telephone numbers and/or email addresses provided: (i) using SMS, text, prerecorded messages, or automated calling devices to deliver messages to set/confirm a service/installation appointment; and/or (ii) to provide information or offers about products and services of interest to Customer. Customer acknowledges and agrees that Johnson Controls may share all such information with its parents, subsidiaries, affiliates and its/their successor corporations or any subcontractor or assignee, within and outside the country in which the Customer is located and thereby subject such information to the laws of such countries.

E. Limitation of Liability, Indemnification (Sale of Access/Video Equipment and Installation Only). Notwithstanding anything to the contrary in this Agreement or any purchasing document presented by Customer, only Video and/or Access Equipment and Services shall be provided by Johnson Controls under the terms and conditions of this Agreement. The Equipment and Services provided by Johnson Controls under this Agreement will not include: (a) burglar and/or fire detection or alarm equipment or monitoring, maintenance, inspection or other services; (b) security guard services; or (c) architectural, engineering, or design professional services. If any other equipment or services are requested by or provided to Customer, then such equipment and/or services shall be provided under a separate written agreement executed by Customer and Johnson Controls which shall contain the alarm industry specific terms and conditions.

1. Indemnity. (a) Johnson Controls shall defend, indemnify and hold Customer, its corporate affiliates, and their respective officers, directors, agents and employees harmless from damage, liability and expense resulting from the negligent acts or willful misconduct of Johnson Controls' agents and employees committed while performing Services on Customer's premises, to the extent that they are the direct cause of the loss, damage or injury to third parties or Customer's property (e.g., equipment dislodging and striking a third party due to improper installation), as opposed to being caused by an occurrence or the consequences thereof that the Equipment or Services were intended to deter, detect or avert. (b) Customer shall defend, indemnify and hold Johnson Controls, its affiliates, and their respective officers, directors, agents, suppliers and employees, harmless from damage, liability and expense to the extent that any such loss is not directly caused by the negligent acts or willful misconduct of Johnson Controls' agents, suppliers and/or employees, or arises out of any claim related to invasion of privacy, infliction of emotional distress, harassment, violation of eavesdropping/wiretapping laws or similar claims arising out of Customer's use of the Equipment and/or Services.

2. Limitations on Liability. If Customer uses the Equipment and/or Services to aid in monitoring or controlling the location or activities of persons on or about its property and premises, Customer acknowledges that the Equipment and/or Services are not intended to be the sole means for doing so. Johnson Controls' Equipment and Services do not cause and cannot eliminate occurrences of the events they are intended to deter, detect, avert or record. Johnson Controls is not an insurer of the safety or security of any person, entity or property, or against the risks attendant to a person's presence in, or ingress to or egress from any building, property or area that may be monitored by the Equipment and/or Services. The amounts Johnson Controls charges Customer are not insurance premiums. Such charges are based upon the value of the Equipment and Services provided and are unrelated to any such risk of loss. Johnson Controls and its suppliers do not undertake and assume no liability for such risk by providing the Equipment and/or Services. If Johnson Controls and/or one (or more) of its suppliers is nevertheless found liable under any legal theory for loss, damage or injury caused directly or indirectly by occurrences or the consequences thereof from which the Equipment and/or Services are intended to deter, detect, avert or record, Johnson Controls' liability and the liability of its suppliers shall be limited to the sums paid by Customer for the Equipment or Services at issue as Customer's sole remedy. Johnson Controls and its suppliers are not responsible for the preservation of any computer programs or data and Customer is responsible for maintaining adequate back-ups.

F. Other Charges; Remedies; Termination. 1. There may be a service charge to Customer for cancelled installation/service appointments if Customer cancels less than 24-hours prior to dispatch, or if Johnson Controls' representative is sent to the Customer's premises in response to a service call for false alarm or System malfunction caused by Customer's operation contrary to instructions, failure to close or properly secure a window, door or other protected point, or improper adjustment of monitors or accessory components. 2. Customer acknowledges and agrees that timely payments of the full amounts listed on invoices is an essential term of this Agreement and that Customer's failure to make payment in full when due is a material breach of this Agreement. Customer further acknowledges that if there is any amount outstanding on an invoice, it is material to Johnson Controls and shall give Johnson Controls, in addition to any other available remedies, the right to, without notice, (a) suspend, discontinue or terminate performing any Services and/or withhold further deliveries of equipment and other materials, terminate or suspend any unpaid software licenses, and/or suspend Johnson Controls' obligations under or terminate this Agreement and (b) to charge interest on the amounts that remain unpaid more than thirty (30) days past the due date specified in the invoice(s) at a rate equal to the lesser of 1.5% per month or the maximum rate permitted under applicable law, until payment is made in full. Customer agrees to pay all costs, expenses and fees of Johnson Controls' enforcement of this Agreement, including collection expenses, court costs, and attorneys' fees. Johnson Controls' election to continue providing future Services does not, in any way, diminish Johnson Controls' right to terminate or suspend Services or exercise any or all rights or remedies under this Agreement. Johnson Controls shall not be liable for any damages, claims, expenses or liabilities arising from or relating to suspension of services for non-payment. In the event that there are exigent circumstances requiring Services or Johnson Controls otherwise performs Services at the premises following suspension, those Services shall be governed by the terms of this Agreement unless a separate contract is executed. If Customer disputes any late payment notice or Johnson Controls' efforts to collect payment, Customer shall immediately notify Johnson Controls in writing and explain the basis of the dispute. In the event of Customer's default, the balance of any outstanding amounts will be immediately due and payable. Installation Charge(s) are based on Johnson Controls performing the installation with its own personnel. If for any reason installation must be performed by outside contractors, Installation Charge(s) may be subject to revision. 3. In addition to any other remedies available to Johnson Controls, Johnson Controls may terminate this Agreement and discontinue any Service(s) if (a) Johnson Controls' CMC is substantially damaged by fire or catastrophe or if Johnson Controls is unable to obtain any connections or privileges required to transmit signals between the Customer's premises, Johnson Controls' CMC or the Municipal Fire or Police Department or other first responder; (b) Customer fails to follow Johnson Controls' recommendations for the repair or replacement of defective parts of the System not covered under the Warranty or QSP Service; (c) Customer's failure to follow the operating instructions provided by Johnson Controls results in an undue number of false alarms or System malfunction; (d) in Johnson Controls' sole opinion, the premises in which the System is installed are unsafe, unsuitable, or so modified or altered after installation as to render continuation of Service(s) impractical or impossible; (e) if Johnson Controls' performance of its obligations becomes impracticable due to obsolescence or unavailability of systems, Equipment, or products (including component parts and/or materials) or because Johnson Controls or its supplier(s) has discontinued the manufacture or the sale of the Equipment and/or products or is no longer in the business of providing the Services; (f) Johnson Controls is unable to obtain or continue to support technologies, TeleCom Services, or Communication Facilities; (g) changes in applicable law; or (h) Customer fails to make payments when due or otherwise breaches this Agreement. Johnson Controls will not be liable for any damages or subject to any penalty as a result of any such termination. Johnson Controls may terminate this Agreement, or the affected portions, at its sole discretion upon notice to the Customer if Johnson Controls' performance of its obligations are prohibited because of changes in applicable laws, regulations or codes.

G. Hazardous Materials. For all projects except those involving new construction, Customer represents and warrants that to the best of Customer's knowledge the work site is free of any hazardous materials. The term "hazardous materials" includes but is not limited to asbestos, asbestos-containing material, polychlorinated biphenyl ("PCB"), formaldehyde or other potentially toxic or otherwise hazardous material. If any such substance is discovered on the work site, Johnson Controls will not be required to install or service the Equipment at such site unless and until Customer certifies the removal or safe containment of such hazardous materials. Customer shall indemnify, defend, and hold Johnson Controls, its officers, directors, agents, and vendors harmless from any damages, claims, injuries, liabilities resulting from the exposure of Johnson Controls' employees, contractors, or subcontractors to hazardous materials at the work site; provided, however, that the foregoing provision will not apply when it has been determined that such hazardous materials were brought to the work site by Johnson Controls.

H. Waivers. 1. Waiver of Jury Trial. CUSTOMER AND JOHNSON CONTROLS BOTH AGREE TO WAIVE THEIR RIGHT TO A JURY TRIAL IN ANY LEGAL PROCEEDING ARISING OUT OF OR IN ANY MANNER CONNECTED WITH OR RELATED TO THIS AGREEMENT. 2. Mutual SAFETY Act Waiver. Certain of Johnson Controls' systems and services have received Certification and/or Designation as Qualified Anti-Terrorism Technologies ("QATT") under the Support Anti-terrorism by Fostering Effective Technologies Act of 2002, 6 U.S.C. §§ 441-444 (the "SAFETY Act"). As required under 6 C.F.R. 25.5 (e), to the maximum extent permitted by law, Johnson Controls and Customer hereby agree to waive their right to make any claims against the other for any losses, including business interruption losses, sustained by either party or their respective employees, resulting from an activity resulting from an "Act of Terrorism" as defined in 6 C.F.R. 25.2, when QATT have been deployed in defense against, response to, or recovery from such Act of Terrorism.

I. Miscellaneous. 1. Enforceability. If any of the provisions of this Agreement shall be determined to be invalid or unenforceable, the remaining provisions shall remain in full force and effect. 2. Paragraph and Section Headings; Captions; Counterparts. The headings and captions contained in this Agreement are inserted for convenience or reference only, and are not to be deemed part of or to be used in construing this Agreement. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same agreement. 3. FARs. Johnson Controls supplies "commercial items" within the meaning of the Federal Acquisition Regulations (FAR), 48 CFR Parts 1-53. As to any customer order for a U.S. Government contract, Johnson Controls will comply only with those mandatory flow-downs for commercial item and commercial services subcontracts listed either at FAR 52.244-6, or 52.212-5(e)(1), as applicable. 4. Export Control. Customer shall not export or re-export, directly or indirectly, any: (i) product or service provided under this Agreement; (ii) technical data; (iii) software; (iv) information; or (v) items acquired under this Agreement to any country for which the United States Government (or any agency thereof) requires an export license or other approval without first obtaining any licenses, consents or permits that may be required under the applicable laws of the U.S. or other foreign jurisdictions, including the Export Administration Act and Regulations and shall incorporate in all export shipping documents the applicable destination control statements. Customer shall, at its own expense, defend, indemnify and save Johnson Controls harmless from and against all third-party claims, liability, loss or damage (including attorneys' fees and other defense costs), assessed against or suffered by Johnson Controls as a result of an allegation or claim of noncompliance by Customer with this Section. The obligations contained in this Section shall survive the termination or expiration of this Agreement. 5. Insurance. Johnson Controls maintains comprehensive General Liability and Automobile Liability Insurance in amounts that meet or exceed: \$1,000,000 per incident - \$2,000,000 in the aggregate and Worker's Compensation coverage as required by law. Johnson Controls will not be required to provide a waiver of subrogation in favor of any party, nor will Johnson Controls be required to designate any party as a statutory employer for any purposes. 6. Johnson Controls Brand. Without exception, Johnson Controls-branded Signage, including yard signs, window stickers and warning signs will remain the property of Johnson Controls and may be removed by Johnson Controls at any time. Customer's right to display Johnson Controls-branded Signage is not transferable and ceases upon termination or expiration of this Agreement. 7. Resale. If Johnson Controls is connecting to a previously installed existing system, to the extent the previously installed existing system is Customer's property, it shall remain Customer's property.

J. System Software; Network Connections. 1. Any software provided with the System or in connection with the Services is proprietary to Johnson Controls and/or Johnson Controls' supplier(s) and is licensed or sublicensed to Customer on a non-exclusive basis. Customer may not (a) disclose the Software or source code to any third parties, (b) duplicate, reproduce, or copy all or any part of the Software, or (c) use the Software on equipment other than with the designated System with which it was furnished. A separate Software License Agreement or End User License Agreement between Johnson Controls and Customer and/or the software publisher may be required to use the software and/or obtain updates/upgrades. If the installed Equipment is to be connected to Customer's computer network ("Network"), Johnson Controls will furnish and install the software needed to run the Equipment and will connect the Equipment to the Network according to the Network settings supplied by Customer. Installation shall not include modifications to the Network, security, or firewall settings. Customer will supply a TCP/IP Ethernet network address and central processing unit per Johnson Controls specifications for access control system operation. Johnson Controls shall not be responsible for the setup, operation, or maintenance of the Network or Network performance or compatibility issues. Johnson Controls may assess additional charges, if Johnson Controls is unable to connect to the Network or if any additional Equipment is required to facilitate connectivity between the Network and the Equipment. 2. Open Source Software. Johnson Controls represents and warrants to the end user of the System that, to the extent the System includes any Open Source Software, the internal use and operation of the System by the end user will not create any obligation on the part of the end user under the terms of any Open Source License (i) to make any source code or object code available to third parties, or (ii) to license, disclose or otherwise make available to third parties any proprietary software, data or other information, or any associated intellectual property. As used herein, the term "Open Source Software"

means any software, program, module, code, library, database, driver or similar component (or portion thereof) that is royalty free, proprietary software, the use of which requires any contractual obligations by the user such as, without limitation, that software that is subject to, distributed, transmitted, licensed or otherwise made available under any of the following licenses: GNU General Public License, GNU Library or "Lesser" Public License, Berkeley Software Distribution (BSD) license (including Free BSD and BSD-style licenses), MIT license, Mozilla Public License, IBM Public License, Apache Software License, Artistic license (e.g., PERL), Sun Industry Standards Source License, Sun Community Source License (SCSL), Intel Open Source License, Apple Public Source License, or any substantially similar license, or any license that has been approved by the Open Source Initiative, Free Software Foundation or similar group (collectively, "Open Source Licenses").

K. Force Majeure. Johnson Controls assumes no liability for delays in installation of the Equipment or for the consequences therefrom, however caused. Johnson Controls shall not be liable, nor in breach or default of its obligations under this Agreement, for delays, interruption, failure to render services, or any other failure by Johnson Controls to perform an obligation under this Agreement, where such delay, interruption or failure is caused, in whole or in part, directly or indirectly, by a Force Majeure Event. A "Force Majeure Event" is a condition or event that is beyond the reasonable control of Johnson Controls, whether foreseeable or unforeseeable, including, without limitation, acts of God, severe weather (including but not limited to hurricanes, tornados, severe snowstorms or severe rainstorms), wildfires, floods, earthquakes, seismic disturbances, or other natural disasters, acts or omissions of any governmental authority (including change of any applicable law or regulation), epidemics, pandemics, disease, viruses, quarantines, or other public health risks and/or responses thereto, condemnation, strikes, lock-outs, labor disputes, an increase of 5% or more in tariffs or other excise taxes for materials to be used on the project, fires, explosions or other casualties, thefts, vandalism, civil disturbances, insurrection, mob violence, riots, war or other armed conflict (or the serious threat of same), acts of terrorism, electrical power outages, interruptions or degradations in telecommunications, computer, network, or electronic communications systems, data breach, cyber-attacks, ransomware, unavailability or shortage of parts, materials, supplies, or transportation, or any other cause or casualty beyond the reasonable control of Johnson Controls. If Johnson Controls' performance of the work is delayed, impacted, or prevented by a Force Majeure Event or its continued effects, Johnson Controls shall be excused from performance under the Agreement. Without limiting the generality of the foregoing, if Johnson Controls is delayed in achieving one or more of the scheduled milestones set forth in the Agreement due to a Force Majeure Event, Johnson Controls will be entitled to extend the relevant completion date by the amount of time that Johnson Controls was delayed as a result of the Force Majeure Event, plus such additional time as may be reasonably necessary to overcome the effect of the delay. To the extent that the Force Majeure Event directly or indirectly increases Johnson Controls' cost to perform the services, Customer is obligated to reimburse Johnson Controls for such increased costs, including, without limitation, costs incurred by Johnson Controls for additional labor, inventory storage, expedited shipping fees, trailer and equipment rental fees, subcontractor fees, compliance with vaccination requirements or other costs and expenses incurred by Johnson Controls in connection with the Force Majeure.

L. Assignment. This Agreement is not assignable by the Customer except upon written consent of Johnson Controls first being obtained. Johnson Controls shall have the right to assign this Agreement or to subcontract any of its obligations under this Agreement without notice to Customer.

M. Digital Enabled Services, Software and Hosted Software Services. If Johnson Controls provides Digital Enabled Services under this Agreement, these Digital Enabled Services require the collection, transfer and ingestion of building, equipment, system time series, and other data to Johnson Controls' cloud-hosted software applications. Customer consents to and grants Johnson Controls right to collect, ingest and use such data to enable Johnson Controls and its affiliates and agents to provide, maintain, protect, develop and improve the Digital Enabled Services and Johnson Controls products and services. Customer acknowledges that, while Digital Enabled Services generally improve equipment performance and services, Digital Enabled Services do not prevent all potential malfunction, insure against all loss, or guarantee a certain level of performance. Customer shall be solely responsible for the establishment, operation, maintenance, access, security and other aspects of its computer network ("Network"), shall appropriately protect hardware and products connected to the Network and will supply Johnson Controls secure Network access for providing its Digital Enabled Services. As used herein, "Digital Enabled Services" mean services provided hereunder that employ Johnson Controls software and related equipment installed at Customer facilities and Johnson Controls cloud-hosted software offerings and tools to improve, develop, and enable such services. Digital Enabled Service may include, but are not limited to, (a) remote servicing and inspection, (b) advanced equipment fault detection and diagnostics, and (c) data dashboarding and health reporting. If Customer accesses and uses Software that is used to provide the Digital Enabled Services, the Software Terms (defined below) will govern such access and use.

Johnson Controls Digital Solutions. Use, implementation, and deployment of the software and hosted software products ("Software") offered under these terms shall be subject to, and governed Johnson Controls' standard terms for such Software and Software related professional services in effect from time to time at www.johnsoncontrols.com/techterms (collectively, the "Software Terms"). Specifically, the Johnson Controls General EULA set forth at www.johnsoncontrols.com/buildings/legal/digital/generaleula governs access to and use of software installed on Customer's premises or systems and the Johnson Controls Terms of Service set forth at www.johnsoncontrols.com/buildings/legal/digital/generaltos govern access to and use of hosted software products. The applicable Software Terms are incorporated herein by this reference. Other than the right to use the Software as set forth in the Software Terms, Johnson Controls and its licensors reserve all right, title, and interest (including all intellectual property rights) in and to the Software and improvements to the Software. The Software that is licensed hereunder is licensed subject to the Software Terms and not sold. If there is a conflict between the other terms herein and the Software Terms, the Software Terms shall take precedence and govern with respect to rights and responsibilities relating to the Software, its implementation and deployment and any improvements thereto.

Notwithstanding any other provisions of this Agreement, unless otherwise agreed, the following terms apply to Software that is provided to Customer on a subscription basis (i.e., a time limited license or use right), (each a "Software Subscription"): Each Software Subscription provided hereunder will commence on the date the initial credentials for the Software are made available (the "Subscription Start Date") and will continue in effect until the expiration of the subscription term noted in the applicable statement of work, order or other applicable ordering document. At the expiration of the Software Subscription, such Software Subscription will automatically renew for consecutive one (1) year terms (each a "Renewal Subscription Term"), unless either party provides the other party with a notice of non-renewal at least ninety (90) days prior to the expiration of the then-current term. To the extent permitted by applicable law, Software Subscriptions purchases are non-cancelable, and the sums paid nonrefundable. Fees for Software Subscriptions shall be paid annually in advance, invoiced on the Subscription Start Date and each subsequent anniversary thereof. Customer shall pay all invoiced amounts within thirty calendar days after the date of invoice. Payments not made within such time period shall be subject to late charges as set forth in the Software Terms. Unless otherwise agreed by the parties in writing, the subscription fee for each Renewal Subscription Term will be priced at Johnson Controls' then-applicable list price for that Software offering. Any use of Software that exceeds the scope, metrics or volume set forth in this Agreement and applicable SOW will be subject to additional fees based on the date such excess use began.

N. Privacy. 1. Johnson Controls as Processor: Where Johnson Controls factually acts as Processor of Personal Data (as defined therein) on behalf of Customer, the terms at www.johnsoncontrols.com/dpa shall apply. 2. Johnson Controls as Controller: Johnson Controls will collect, process and transfer certain personal data of Customer and its personnel related to the business relationship between it and Customer (for example names, email addresses, telephone numbers) as controller and in accordance with Johnson Controls' Privacy Notice at <https://www.johnsoncontrols.com/privacy>. Customer acknowledges Johnson Controls' Privacy Notice and strictly to the extent consent is mandatorily required under applicable law, Customer consents to such collection, processing and transfer. To the extent consent to such collection, processing and transfer by Johnson Control is mandatorily required from Customer's personnel under applicable law, Customer warrants and represents that it has obtained such consent.

O. Dispute Resolution: Johnson Controls shall have the sole and exclusive right to determine whether any dispute, controversy or claim arising out of or relating to the Agreement, or the breach thereof, shall be submitted to a court of law or arbitrated. The laws of Delaware shall govern the validity, enforceability, and interpretation of this Agreement, without regard to conflicts of law principles thereof, and the exclusive venue for any such litigation or arbitration shall be in Milwaukee, Wisconsin. The parties waive any objection to the exclusive jurisdiction of the specified forums, including any objection based on forum non conveniens. In the event the matter is submitted to a court, Johnson Controls and Customer hereby agree to waive their right to trial by jury. In the event the matter is submitted to arbitration by Johnson Controls, the costs of arbitration shall be borne equally by the parties, and the arbitrator's award may be confirmed and reduced to judgment in any court of competent jurisdiction. Except as provided below, no claim or cause of action, whether known or unknown, shall be brought by either party against the other more than one year after the claim first arose. Claims not subject to the one-year limitation include claims for unpaid: (1) contract amounts, (2) change order amounts (approved or requested) and (3) delays and/or work inefficiencies. Customer will pay all of Johnson Controls' reasonable collection costs (including legal fees and expenses).

P. Johnson Controls License Information: AL 1498, 1499, 1500, 1501, 1502, A-0244, The Security Industry is governed by the rules and regulations of the Alabama Electronic Security Board of Licensure. If you would like information on these rules and regulations or would like to register a complaint you can contact the Board at: AESBL 7956 Vaughn Rd., Montgomery 36116, (334) 264-9388 Fax: 334-264-9332 AK 125516; 1058473, 5430 Fairbanks Street, Suite 7 Anchorage, AK 99507 AR 0000199, 0037040118 Regulated by Arkansas Bd. of Private Investigators & Private Security Agencies, #1 State Police Plaza Dr., Little Rock 72209, (501) 618-8600 AZ ROC281489, 18267-0 CA 977249; alarm company operators are licensed and regulated by the Bureau of Security & Investigative Services, Dept. of Consumer Affairs, Sacramento, CA 95814 CT 0106099-L5 DC ECS1327 FL EF20000890, EF20000341, EF0000478 GA LVA002833, LVA205386, LVU004635 HI CT-32427 ID PWC-C-12256-A-4, RCE-33602, EC012834 IL 127001526, 128000247, 128000246, 128000243 LA 24889, F523, F489 MA 401-C, MI 3601206912, A-0352, A-0170, 3602206914, A-0638, 3602206913, A-1058, A-1199 Whitcomb Avenue Madison Heights, MI 48071; MN TS651063 MS 15024088, 19530-SC NC 846- CSA, 28510-SP-FA/LV, 19385-SP-FA/LV, 27353-SP-FA/LV, 19718-SP-FA/LV, 24191-SP-FA/LV, 22850-SP-FA/LV 101 Industrial Drive, Ste 104 Raleigh, NC 27069, (919) 788-5320 NJ 34BF00050200, P00451, 607013 NM 375283 NV 0077542, F470, F469, NY 12000327404, Licensed by NYS Dept. of State OH E16782, 50-18-1052, 50-48-1032, 50-57-1119, 53-31-1582 OK AC-67 OR CLE-322, 197010, AC-67 PA Pennsylvania Home Improvement Contractor Registration Number; PA010083 RI 18004, AF-09170 TN ACC1704, ACC1705, ACC1707, ACC1708, ACC1709, ACC1710, ACC1711 TX B00536, 4200 Buckingham Road Ste 150, Ft. Worth, TX 76115 – Dept of Public Safety, Private Security 5805 N. Lamar Blvd, Austin 78752, ACR-1460 UT 8390557-6501 VA 11-7587, 11-7575, 11-7591, 11-7573, 11-7589, 11-7578, 2705147765 WA JOHNCS837N4, 19625 62nd Ave South, Ste C112 Kent,

WA 98032 WV 050291. The foregoing list shows only those license numbers Johnson Controls Security Solutions LLC ("Johnson Controls") is required by law to include on marketing materials. A comprehensive list of licenses held by Johnson Controls is available on www.johnsoncontrols.com. California Customers Only: Upon completion of the installation of the alarm system, the alarm company shall thoroughly instruct the purchaser in the proper use of the alarm system. Failure by the licensee, without legal excuse, to substantially commence work within 20 days from the approximate date specified in the agreement when the work will begin is a violation of the Alarm Company Act.

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COMMERCIAL SALES AGREEMENT

TOWN NO.
0292-AUGUSTA, GA

CUSTOMER NO.
129207608

JOB NO.

PO NO.

ESTIMATE NO.
1-8BZ12YK

ADDITIONAL TERMS AND CONDITIONS

DATE: 1/14/2025

Johnson Controls Security Solutions LLC ("Johnson Controls")

John Metz
3243 Sunset Blvd,
West Columbia, SC 29169-3427
Tele. No. (803) 543-6490

Augusta Utilities
d/b/a:
("Customer")
Customer Billing Information
452 Walker Street, Suite 200
Augusta, GA 30901
Attn: Dennis Martin
Tele. No. (706) 312-4130

Customer Premises Serviced
2421 Riverlook Dr,
Augusta, GA 30904
Attn:
Tele. No. (706) 312-4126

Notwithstanding anything in the Agreement to the contrary, Johnson Controls and Customer agree as follows:

All other terms and conditions of the Agreement, except those expressly modified herein, shall remain in full force and effect.

JOHNSON CONTROLS SECURITY SOLUTIONS LLC

Presented by: _____
(Signature of Johnson Controls Sales Representative)

Sales Agent: John Metz
Sales Representative Registration Number (if applicable): _____

CUSTOMER: _____

Accepted By: _____
(Signature of Customer's Authorized Representative)

(Name Printed)

Title: _____

Date Signed: _____

Scope of Work

Completed By
Johnny Metz

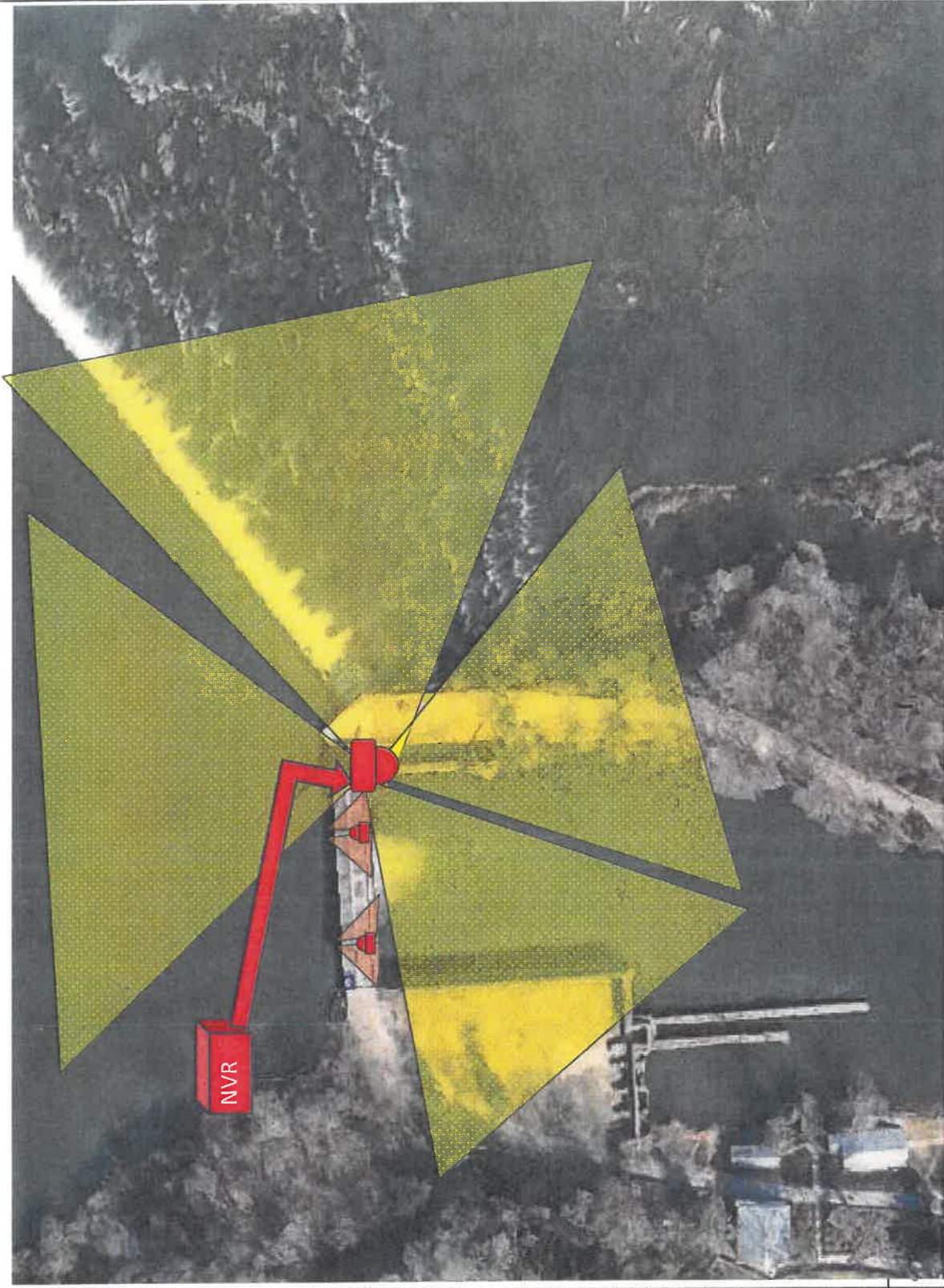
Address
HEADGATES & DIVERSION DAM

Account

Estimate #

Devices

Symbol	Description	# Devices
Intrusion Alarm		
	Intrusion Alarm Control Panel Keypad	
	Cellular Backup	
	Door Contact	
	Overhead Door Contact	
	Motion Detector (Long Range)	
	Motion Detector (Wide Angle)	
	Motion Detector (Ceiling Mount)	
	Glassbreak Detector	
	Photo-Electric Beam Transmitter	
	Photo-Electric Beam Receiver	
	Panic Button	
	Siren	
Access Control		
	Access Control Reader	
	Access Control Reader	
	Access Control Keypad	
	Access Control Keypad	
	Access Control Panel	
	Locking Hardware	
	Power Supply	
Video Surveillance		
	Dome Camera	
	Camera and Housing	
	Approximate Field of View	
	Network Switch	
	Camera Power Supply	
	Digital Video Recorder	
	Network Video Recorder	
	Network Attached Storage	
	Monitor	





Engineering Services Committee Meeting

Meeting Date: 2/11/25

Utilities Purchase SmartWorks MDM – Sole Source

Department:	Utilities
Presenter:	Wes Byne, Director
Caption:	Approve Augusta Utilities Purchase of SmartWorks MDM for AMI Data Integration as a sole source procurement form Systems and Software in the amount of \$607,000.00
Background:	AUD is in the process of identifying and deploying Advanced Metering Infrastructure (AMI) solutions for water to enable more accurate billing and customer-focused infrastructure management. As we move forward with this system, a data management solution is needed to help ensure that we can best take advantage of the solutions and processes we implement. We currently use software from Systems and Software for our billing and customer portal solutions, their ability to tightly integrate within their own systems is a key driver of our recommendation for the SmartWorks software.
Analysis:	<p>AUD is in the process of implementing an AMI solution to enable us to better manage the water system and to be more customer responsive. This will be accomplished by having access to much more data than previously available. We will receive information for, at a minimum, hourly usage across the entire water distribution network, including at each residence and business serviced by the water utility. However, with this amount of data comes additional challenges in managing data ingestion, analysis, and presentation in ways that allow for stakeholders to make well informed data-driven decisions. This challenge is normally addressed with the use of a Meter Data Management (MDM) system.</p> <p>AUD has reviewed potential MDM solutions from a number of our current industry partners. Based on our research we have identified that the SmartWorks MDM solution from Systems and Software is our best option to integrate the diverse existing and future meter data streams for a number of reasons. We currently use software from Systems and Software for our utility billing and customer portal, enQuesta and Capricorn respectively. Our existing relationship means they are both familiar with our current systems and our processes. As well, they are best suited to handle complex integrations due to their inherent knowledge of the details of how each of their systems interoperates. Systems and Software also has extensive experience integrating with AMI solutions from all major vendors. This means that as we move forward with the process of identifying our future AMI provider they are well positioned to, and have proven experience with, implementing successful AMI data solutions.</p>

Financial Impact:

The total cost to purchase software licenses, implement data integrations with our existing and proposed billing and AMI systems, professional services to properly setup the software, and training for AUD employees is \$607,000. As the proposed solution is a Software as a Service (SaaS) solution, there will be an annual cost for the software licensing and support. This annual cost is significantly less than the initial costs associated, starting \$77,716 in the first year, and will be accounted for in AUD's annual operating budget in the future.

Alternatives:

AUD does not implement an MDM solution and lacks the ability to have whole-of-network views of our water and billing systems and is unable to take full advantage of the benefits offered by AMI.

Recommendation:

Approve Augusta purchase of SmartWorks software.

Funds are available in the following accounts:

GL 516043410-5424320 / JL 82500010-5424320

REVIEWED AND APPROVED

N/A

BY:

Print Form



Sole Source Justification (Reference Article 6, Procurement Source Selection Methods and Contract Awards, § 1-10-56 SOLE SOURCE PROCUREMENT)

Vendor: Systems & Software E-Verify Number: 401203

Commodity: Software as a Service

Estimated annual expenditure for the above commodity or service: \$ 607,000

Initial all entries below that apply to the proposed purchase. Attach a memorandum containing complete justification and support documentation as directed in initialed entry. (More than one entry will apply to most sole source products/services requested).

- DM 1. SOLE SOURCE REQUEST IS FOR THE ORIGINAL MANUFACTURER OR PROVIDER, THERE ARE NO REGIONAL DISTRIBUTORS. (Attach the manufacturer's written certification that no regional distributors exist. Item no. 4 also must be completed.)
2. SOLE SOURCE REQUEST IS FOR ONLY THE AUGUSTA GEORGIA AREA DISTRIBUTOR OF THE ORIGINAL MANUFACTURER OR PROVIDER. (Attach the manufacturer's — not the distributor's — written certification that identifies all regional distributors. Item no. 4 also must be completed.)
3. THE PARTS/EQUIPMENT ARE NOT INTERCHANGEABLE WITH SIMILAR PARTS OF ANOTHER MANUFACTURER. (Explain in separate memorandum.)
DM 4. THIS IS THE ONLY KNOWN ITEM OR SERVICE THAT WILL MEET THE SPECIALIZED NEEDS OF THIS DEPARTMENT OR PERFORM THE INTENDED FUNCTION. (Attach memorandum with details of specialized function or application.)
5. THE PARTS/EQUIPMENT ARE REQUIRED FROM THIS SOURCE TO PERMIT STANDARDIZATION. (Attach memorandum describing basis for standardization request.)
6. NONE OF THE ABOVE APPLY. A DETAILED EXPLANATION AND JUSTIFICATION FOR THIS SOLE SOURCE REQUEST IS CONTAINED IN ATTACHED MEMORANDUM.

The undersigned requests that competitive procurement be waived and that the vendor identified as the supplier of the service or material described in this sole source justification be authorized as a sole source for the service or material.

Name: Dean Meyer Department: Utilities Date: 1/14/2025

Department Head Signature: [Signature] Date: 2/5/25

Approval Authority: [Signature] Date: 1/29/25

Administrator Approval: (required) not required Date:

COMMENTS:



Utilities Department

Wes Byne, P.E.
Director

Steve Little, CPA
Assistant Director

MEMO

DATE: January 21, 2025

TO: Darrell White, Interim Director, Procurement Department

THRU: Wes Byne, P.E., Director, Utilities Department *sub*

FROM: Dean Meyer

SUBJECT: Sole Source Justification

AUD intends to purchase a Meter Data Management (MDM) solution to accompany our progression towards an AMI solution for water metering in Augusta Richmond County. An MDM is required to effectively use the variety of meter data that AMI makes available in order to help our own system monitoring as well as to more effectively help our customers. After significant time spent in research and discussions, both internal and external, we have determined that the SmartWorks MDM provided by Harris Utilities is the only viable option for AUD for several reasons.

First, the software is developed and maintained by the same parent company that we use for our billing software, enQuesta. This allows for SmartWorks to integrate with enQuesta in such a way that no other software solution is able to due to their internal knowledge of both products and how to effectively integrate them.

Second, because of the level of integration that can be accomplished, SmartWorks is the only solution identified which will allow for AUD Customer Service Representatives to seamlessly assist customers by providing near real-time consumption data along with historical consumption and billing data within one software tool, rather than having to switch between multiple; this will in turn streamline customer interactions allowing AUD CSRs to be more responsive to customer needs. This can only be accomplished through direct integration of the software tools, something that only SmartWorks can facilitate based on our research.

Finally, SmartWorks is the only software tool identified in our research that will allow us to integrate data from all AMI vendors at a whole of network level, which is critical as we move forward with modernization. With multiple AMI systems requiring interoperability, the ability to integrate this data regardless of vendor source is critical to ensure the future success of AMI in Augusta.

For the above reasons, AUD has identified that SmartWorks is the only solution that meets our requirements. This software is only sold by the vendor, Harris Utilities, as such this requires a sole source procurement.

cc: Steve Little, CPA *slj*

Augusta Utilities - Metering Division
452 Walker Street, Suite 200 - Augusta, GA 30901
(706) 312-4154 – Fax (706) 312-4123
www.augustaga.gov/2771



enQuesta AMI Integration Pricing & Payment Schedule

January 14, 2025



ENGAGEMENT PRICING

Contract Summary

All contracted Software, Hardware and Services will be quoted and provided on a Fixed Fee basis. Travel expenses are estimated here for budgetary purposes but will be billed as incurred. The proposed scope of this project is defined in the AMI Interface to enQuesta Statement of Work. Additional services (including Travel & Expenses) required due to out-of-scope work will be quoted and billed on a time & materials basis at the then current rate charged by S&S.

Summary Pricing

enQuesta AMI Integration Project	
DESCRIPTION	TOTAL
Software License Total	\$50,000
Professional Services Total	\$440,420
Maintenance + Infrastrucutre setup Year 0 Total	\$116,580
SUMMARY PRICE (excluding Travel)	\$607,000
Travel Time and Expenses (estimated)	\$35,000

AMI integration with enQuesta Detail Pricing	
Description	Price
enQuesta to MDMS Multispeak API License Readings*	\$25,000
Remote Connect/Disconnect API License	\$25,000
Subtotal License	\$50,000
Project Management	\$31,200
Analysis & Data Mapping	
CIS Professional Services	\$10,400
MDM Professional Services	\$156,250
enQuesta Configuration & Business Testing & Connectivity with vendors and MDM with front end AMI	
CIS Professional Services	\$10,400
MDM Professional Services	\$46,875
Development	
Change current HH download	\$2,340
CIS to AMI Pilot Provisioning Files	\$21,840
Pilot Installation integration	\$4,160
enQuesta to MeterSense Oracle Views *	\$12,480
MDM integration with AMIVendor for hourly reads	\$31,250
Integration testing & Training	
CIS Professional Services QA testing, Training, Simulation	\$13,000
Support testing Onsite*	\$14,300
MDM testing and Training	\$62,500
Go-Live & remote support	
CIS Professional Services	\$5,200
CIS Development Services	\$2,600
MDM Professional Services	\$15,625
Maintenance/SAAS	
CIS Maintenance*	\$38,864
MDM SAAS Year 0	\$77,716
Total	
Services	\$440,420
License	\$50,000
Maintenance	\$116,580
Total Budget Price	\$607,000

Payment schedule

Project Deliverables	Professional services	License & SaaS & Maintenance	Payment Amount	Smartworks Milestone
AMI/MDM				
Contract Signing	\$110,105	\$166,580.00	\$276,685	Contract Execution
Completion of Analysis	\$66,063		\$66,063	Delivery of requirements document
Configuration and Core Team Training	\$110,105		\$110,105	Initial data Sync and AMI integration
Completion of Simulation	\$96,963		\$96,963	Completion of UAT
Go-Live	\$44,042		\$44,042	Transition to Support
Post Go-Live Support	\$13,142		\$13,142	30 Days Post Go-Live
TOTAL	\$440,420	\$166,580	\$607,000	
	<i>Note Maintenance will be prorated to renewal date</i>			

-

MAINTENANCE

Maintenance – Newly implemented enQuesta Software

Maintenance on new Software is due at signing. The maintenance will be billed on a prorated basis from signing until your next renewal date. The schedule above depicts a full year of maintenance. Year 0 will not be prorated for year 2024 if contract is signed by end of year 2024. Please refer to the Support and Maintenance agreement for further definition. Also below is the SaaS Future Payment schedule. It was established with the understanding that this Project will begin with no AMI meter saturation except that 1 separate pilot programs with about 500 meters will be established. So the initial annual subscription fee is lower to start then increases based on AMI meters being installed.

Fee Schedule:

Meter Count	Annual Recurring Fees (includes support services) for the Meter Data Management Product	Amount
	Software Annual Subscription Fee:	
36,312	Year 0	\$77,716
48,416	Year 1	\$94,445
72,624	Year 2	\$111,513
72,624	Year 3	\$117,089
72,624	Year 4	\$122,943
72,624	Year 5	\$129,090

The Annual Subscription Fees are identified in annual milestones represent fees, payable in advance of each year, for the Meter Data Management Product. The SmartWorks Software will be capable of importing, processing, and storing thirty-six (36) months of data for the meters reflected in the Meter Count & Configuration table below. Changes to storage and data processing requirements including storage duration, meter counts, configuration of intervals length or number of channels impact the storage requirements and associated Subscription fees submitted with our proposal.

These fees are for the term defined in the Fee Schedule table above and are subject to increase if the total meter population increases beyond the stated quantities in Meter Count & Configuration table below.

Meter Count & Configuration:

Service	Number of Meters	Channel	Interval Length
Water Residential	65,362	Gal	60 minutes
Water Commercial	7,262	Gal	60 minutes

- The number of daily processed reads is estimated to be **1,742,976**

Payment Terms

NOTES:

- Annual Maintenance for enQuesta remains in effect as per 2024 S&S Support Agreement.
- Invoicing will occur upon completion of events described above
- travel expenses will be billed as they are incurred. Client shall reimburse S&S for:
 - o Direct travel expenses including, but not limited to hotel, airfare, car rental, tolls, parking and airline and travel agent fees
 - o Travel time for each on-site resource which will be billed at 50% of the current standard rate/hour
 - o The standard rate for 2024 is \$275.00/hour as a result the rate at which travel time will be billed in 2024 is \$130.00/hour
 - o A per diem rate of \$65.00 for weekdays and a \$110.00 for weekends and statutory holidays that includes all meal, food and telecommunications expenses (no receipts will be provided).
 - o Per Diem rates will periodically be revised at the discretion of our parent company. When that occurs the rates referenced above of \$65.00/weekday and \$110.00/weekend day may be increased accordingly.
 - o A mileage charge based on the current Internal Revenue Service recommended rate per mile
 - o All other reasonable expenses incurred in the performance of S&S's duties including courier services and documentation copying or production.
- Contract signing deliverable is payable upon receipt of the signed contract by S&S – All other amounts are due within 30 days from the date deliverable is completed
- Additional services outside the scope of this project will be billed monthly on a time & materials basis at the then current rate charged by S&S
- Quotation is valid until Dec,31 2024.
- This SOW is performed pursuant to the terms and conditions of that certain [Information Systems Agreement (ISA) between S&S and The City Augusta. It is further specifically understood that S&S will be contracting with N. Harris Computer Corporation to implement this SOW, pursuant to the terms and conditions of [City of
- Augusta AMI SOW], as amended, attached hereto, which terms will flow through to the City of Augusta if applicable.

- The initial Annual Subscription Fees will be due per the Maintenance Table above, which will initiate the anniversary date of the Initial Term and each Renewal Term and is non-refundable.
- Customer shall incur a seven-hundred fifty dollar (\$750) daily surcharge for any Professional Services provided on weekends or SmartWorks recognized holidays; plus the corresponding standard Professional Services fees and any applicable travel charges.

RESET OF TERM TO MATCH FISCAL YEAR:

- Customer may request that Systems & Software match the annual invoicing of the Annual Subscription Fees with Customer's fiscal year. In order for the Customer to elect to match annual invoicing with their fiscal year, Customer must make said request to Systems & Software Inc in writing and during the Initial Term of this Agreement. If such election is made Systems & Software shall, a) issue a prorated invoice for any Subscription Fees due for the portion of the year remaining in Customer's current fiscal year, b) extend the then current term to expire at the end of the Customer's subsequent fiscal year, c) issue an annual invoice thereafter on the annual anniversary date of Customer's fiscal year for any Subscription Fees due, and d) reset future annual terms to expire at the end of Customer's fiscal year. Annual Subscription Fees are invoiced in advance of an upcoming annual term. Subscription fees shall be due and payable thirty (30) days from date of invoice.
- Third Party Service Provider's Online Privacy Policy:
<https://www.ibm.com/privacy/details/us/en/>

Systems & Software appreciates the opportunity to be of continued service.

Thank you.

Sincerely,



Michael Lamontagne
Systems and Software



Systems & Software, Inc.



Augusta Utilities Department

**Advance Metering Infrastructure and
Meter Data Management
Statement of Work**

Document Version 1.4

1/14/2025

Confidential Material Enclosed - This document includes information that Systems & Software, Inc (S&S) considers to be confidential, trade secrets, and proprietary information. Unless as required by law, it shall not be disclosed outside The Augusta Utilities Department, for purposes of this provision, except to include any consultants assisting in the evaluation of proposals.

Revision History

Date	Version	Description	Author
03/30/2023	1.0	Initial Draft	Michael Lamontagne
08/01/2024	1.1	Temetra Integration solution removed	Michael Lamontagne
9/20/2024	1.2	Final review	Michael Lamontagne
11/19/2024	1.3	Final version to align with Pricing guide	Michael Lamontagne
1/14/2025	1.4	PDF version for Augusta final	Michael Lamontagne

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1. EXECUTIVE SUMMARY

This Statement of Work (SOW) defines the work to be performed by Systems and Software Inc. (herein referred to as "S&S") for Augusta Utilities Department, (herein referred to as "Customer" or "AUGUSTA UTILITIES DEPARTMENT"). This SOW includes a high-level timeline and other Terms and Conditions specific to the services requested by Customer.

This document serves as the complete understanding, between Customer and SmartWorks, as to what the current Statement of Work entails. SmartWorks will use this document as a reference for the configuration and implementation of SmartWorks Compass (herein referred to as the "SmartWorks Software"). This document will also be used by Customer to determine if the SmartWorks Software provides the functionality requested and agreed to, per this document. If there are any issues during the project lifecycle, this document will be used to determine if the issue is a configuration/development issue or if the issue was not included as part of the current Statement of Work.

Changes to this document shall be made through a Change Management Process.

The implementation project will accomplish the following high-level objectives:

- 1) Install, configure and implement the SmartWorks Software as defined in this document.
 - a) The SmartWorks Compass solution will be installed at the Systems & Software Hosting Facility.
- 2) Initiate within SmartWorks Software the collection and management of register and interval read data from AMI Meters.
- 3) Integrate with
 - a) AMI Vendor 1 to import register and interval reads, import meter events/alarms, and initiate remote actions
 - b) S&S CIS to import meter and location data and provide billing determinants, Work order information
 - c) Capricorn Customer Web Portal to display customer billing data
- 4) Facilitate the pass through of real time requests for remote disconnect and reconnects to front end AMI solution to perform action
- 5) Deliver system training designed to develop Customer competency with the use and configuration of the SmartWorks Software.
- 6) Provide support during User Acceptance Testing.

It is the objective of this statement of work to detail tasks that will be required

To establish the implementation of AMI functionality in enQuesta that have AMI capability using. As a result, for the detail solution to be operational in the CIS and MDM will require additional configuration across its business process and deployment of the Harris Meter Data Management product to store the interval data Readings. The enQuesta CIS and Capricorn Portal will both need to access this interval data to perform business processes that will utilize this interval data to reduce Truck rolls, promote conservation efforts through early leak detection and reduce read to bill time.

Those tasks will be outlined in this statement of work. This document will include the interface with a third party Meter installer for the creation of work orders to exchange existing meters with new AMI meters to establish and complete a proof of concept for the Augusta Utilities Department. This includes the delivery of the standard AMI Data base View package which allows the MDMS to be synced with the CIS system. Once the discovery session for the MDMS is complete additional fields may be added or removed to the View package. This AMI solution in CIS' will also be integrated with the functionality for Auto Void reconnect as part of AMI . These services will be outlined in this SOW.

Real time web services will be used to achieve interval data display, on demand reads, workorder creation from MDMS are also defined in this statement of work.

Remote Connect and Disconnect is in Scope and only 2 positions are available they are Water On and Water Off. Meters currently have the capability for a third labeled "Trickle". The CIS does not contain the functionality to have a third position at this time. The Utility can set the Off position to mean Trickle but the labels in the CIS will refer to Water OFF. If this method is the choice of the Utility then down-stream usage leak analysis will need to take this into account.

AMI Overview

All Water meters containing a radio transmitter will provide interval data back to the MDMS system. The CIS system will contain the meter, register and radio identifications and will keep the MDMS synced with both new meter installations and removals through provisioning. The CIS system, through real-time web services, will be able to display interval data, capture an on demand read or request for Mass readings for Billing and indicated Cycle(s). These real-time services will also include functionality, manually or through nightly processes in job scheduler, to complete workorders that have AMI meters reducing the number of physical truck rolls. The customer portal Capricorn, will request from the CIS system the same services to access the interval data from the MDMS system. This will display to the Utility customers who have an AMI meter installed on their account and have interval data to review.

The project pricing will include project management data integration mapping, design and analysis and implementation of services where defined, enQuesta product configuration and adjustment to current business process as required for

the deployment of AMI, Integration and Business Process Testing, User acceptance assistance, training of the Customer's Core Team, and deployment of functionality to proper environments as needed to achieve deliverables for a successful Go-Live.

2. NEW TERMINOLOGY

AMI – Advanced Metering Infrastructure includes devices and systems that measure, collect and analyze usage, and communicate with metering devices. The AMI system includes a TUNet (Tantalus Utility Network) interface where data is validated and passed through to other connected systems. The AMI system allows for two way communications with metering endpoints.

MDMS – Meter Data Management System is a term used to refer to a metering data storage and analytic system primarily used to store History of Interval data from the AMI head end system, which collects usage and metering data from meter endpoints; the MDMS also includes the account number and communication devices identification hardware.

Provisioning - Provisioning is the process by which enQuesta notifies the MDMS and Front ends AMI system of impending changes or discrepancies in metering data so as to maintain synchrony and prevent the MDMS from initiating unintended actions. For example, a Meter Exchange work order initiated in enQuesta provisions MDMS to prevent MDMS from “overreacting” to the signal interruption that will occur during the service action.

3. PROJECT OBJECTIVES

3.1. AMI Integration

- 3.1.1.** To accurately achieve full system integration of the AMI system outlined above, the Customer is requiring that the full suite of integration points to enQuesta CIS billing system be established and deployed. This solution will provide real time functionality to utilize and present interval meter data for the deployed smart meters utilizing enQuesta and their customers using the Capricorn Portal. Integration between the MDMS and the CIS system is required to obtain this interval data for acquire readings for utility billing directly from the MDMS and to complete work orders using readings from the MDMS one by one or in mass through the work order control sheet template in enQuesta, and provide customers with usage information.
- 3.1.2.** The areas of integration are defined as Basic Provisioning and real time Multi-Speak methods between the MDMS and CIS. Through this process, AUGUSTA UTILITIES DEPARTMENT will be able to:
- 3.1.2.1.** Execute On Demand Reading from newly installed smart meters.
 - 3.1.2.2.** Request and display Interval data to service representatives and customers.
 - 3.1.2.3.** Perform cycle reading request from the MDMS to be billed.
 - 3.1.2.4.** Provide functionality to close service orders for Move out Move in scenarios where only a reading is required to complete. Resulting in

no field visit required.

- 3.1.2.5. Allow the MDMS the ability to generate a work order in the CIS for 3 defined actions. These actions will be determined at the MDMS discovery session with the Customer and the associated process in the CIS will be established. Additional actions will require a change order. An example of actions could be the MDMS identifies unauthorized tampering or outage . The MDMS will generate a work order type in the CIS to be executed.
- 3.1.2.6. The MultiSpeak® version will be 4.1 for this integration.
- 3.1.2.7. CIS to MDMS Oracle views will be used for provisioning .
- 3.1.2.8. MultiSpeak will be used for integration between MDMS and CIS.

3.2. Testing/Training

3.2.1. Testing

- 3.2.1.1. Test Plans and test cases are the responsibility of the Customer PM. S&S will provide sample test cases and recommended plans based on new functional AMI process, but the Customer PM ultimately understands the Customer business processes. The AMI testing will align itself with the testing objectives of the Upgrade project plan and will adhere to that contract for Go-Live readiness.
- 3.2.1.2. After S&S brings up the enQuesta system and completes initial smoke testing, the Customer will be responsible for final testing before providing the final approval to launch as determined by the CIS Upgrade Go-Live Plan.
- 3.2.1.3. Defect Tracking and Incidents can be categorized into bugs, enhancements, training items, configuration issues, conversion issues, and limitations (out of scope). Each type has its own specific workflow and business rules. This will allow Incidents to be documented and traced back to the test case and underlying functional requirement allowing for easy reporting on the “in-process” quality of enQuesta during each testing phase
- 3.2.1.4. A Project Close document will be created jointly by S&S and AUGUSTA UTILITIES DEPARTMENT that will detail the issues that need to be resolved for Project closure. This document, also referred to as a Punch List, will contain the agreed upon priority 0 and 1 defects that need to be resolved before a) go-live and b) project close (end of post go-live). Remaining in scope deliverables that need to be implemented or issues that need to be resolved will also be added to this document.
- 3.2.1.5. Issues and defects reported after go-live will be addressed and resolved according to their priority under maintenance and support guidelines and cannot be added to the Project Close document.

3.2.2. Training

3.2.2.1. S&S is responsible for providing the Core Team training to all participants identified as the Core Team of the AMI project. The purpose of enQuesta Core Team Training is to train the core project team on the new AMI features, functionality and any changes that will occur to their existing business processes as of result of this AMI solution deployment. The Core Team will be comprised of subject matter experts who manage the major functions of enQuesta, such as Billing, Credit & Collections, Security & Administration, Metering, and Customer Service. Core Team training does not include introductory or basic training to users unfamiliar with the processes of enQuesta.

3.2.2.2. The Customer is responsible for providing end user training to all participants they deem require to be trained for AMI functionality. This training should be completed prior to Go-Live.

3.3. Go-Live

3.3.1. Once the system is accepted through completion of the onsite system acceptance testing. S&S and AUGUSTA UTILITIES DEPARTMENT will Go-Live.

3.4. Post Go-Live Support

3.4.1. The purpose of this activity is for S&S to assist the Customer in the identification and resolution of all functional and technical issues, concerns, and errors, jointly referred to as “issues” or “defects”, related to the operations of the Solution.

3.4.2. S&S shall provide 30 days of AMI post-implementation remote support.. Issues will be reported through the current issue reporting process protocol currently in place between the Customer and S&S.

3.4.3. During this period, S&S will provide a weekly assessment report that indicates issues including, open/closed defects, open issues, training issues, and remaining/open risks as they pertain to the AMI implementation.

3.4.4. Issues will be reported by AUGUSTA UTILITIES DEPARTMENT using the current support process in place establishing Tickets in the system and will be coded as AMI Issues so the implementation team can resolve during the post go Live support period.

3.4.5. Complete Project closure and acceptance results in transition to standard support will be when all Showstopper and High Issues are resolved. Please refer to the 2021 Systems & Software Support Guidelines which defines issue levels.

3.5. Project Management

3.5.1. Project Management will fall under the enQuesta Upgrade Project

Manager.

3.5.1.1. The S&S PM will create and update a project schedule on a monthly basis and submit it to the Customer PM(s) for review. Regular Project Team meetings will be held weekly via conference call.

3.5.1.2. The S&S PM is responsible for ensuring the day-to-day activities for S&S are being carried out in a manner consistent with defined project objectives, industry standards and contractual obligations.

3.5.1.3. The Customer PM's are responsible for ensuring the Utility's day-to-day activities are being carried out in a manner consistent with defined project objectives, industry standards and contractual obligations.

3.5.2. Time Management

3.5.2.1. Time Management is the process of estimating, scheduling and tracking project activities. The overall project schedule will be managed by the S&S Project Manager to ensure that the project is delivered in a timely manner. All the critical path items will be managed closely by the S&S PM and Customer PMs in their respective areas of responsibility.

3.5.3. Resource Management

3.5.3.1. Resource Management is the responsibility of both the S&S PM and the Customer PM's. Each PM is responsible for the oversight and management of the project team members from their respective organizations which may include employees, contracted consultants and vendors.

3.5.3.2. The S&S PM will manage S&S resources including all of its subcontractors; the Customer PM's will manage Customer resources, independent contractor for Q&A, and third party vendors.

3.5.3.3. At no time shall S&S become involved with the oversight or scheduling of Customer resources or the Customer's third party vendors.

3.5.3.4. It is the responsibility of each PM to ensure proper resources are available as scheduled in the project plan. This includes, but is not limited to, attendance in training sessions, team meetings, and conference calls, as well as participation in analysis, testing, and all other project activities.

3.5.3.5. Changes to the project timeline or the project plan that are due solely to the Customer and/or the Customer's third party vendors may result in a change of scope and be subject to Change Control Plan procedures.

3.5.3.6. Changes to the project timeline or the project schedule that are due solely to S&S and/or the S&S subcontractors may result in a change of scope and be subject to Change Control Plan procedures.

3.5.3.7. S&S' project management for AMI effort was reduced taking into account that a PM is already assigned as part of the Upgrade and only any additional amount of effort is required related to AMI therefore reducing any overlap of effort. Project Management is required through the completion of the Scope of work of S&S.

3.5.4. Change Control Management

3.5.4.1. Change Management is the process whereby out of scope requests or requirements are documented, analyzed, assessed for impact on the project and submitted for approval on mutually agreed upon Change Management Control. Change Orders to CIS will directly affect the timeline of this AMI deployment.

3.5.4.2. The Customer Project Managers will initiate an S&S Change Request Form (see Attachment B – Change request Form) which commences the Change Management process. The initial Change Request will be delivered to the S&S PM for consideration of the following: any possible resolution plans, resource requirements, impact to schedule, proposed timeline, and cost.

3.5.4.3. For all approved changes, the S&S PM will update the project schedule with the additional scope of work including project tasks, durations, and assigned resources. These tasks will then be managed as part of the overall project.

3.5.4.4. S&S may suggest that some Change Requests be managed outside the scope of the original implementation. This project decision will require the mutual agreement of the parties.

3.5.4.5. For those Change Requests that have financial ramifications, Payment Milestones will be reviewed and suggested modifications proposed by the S&S PM. Such proposed Payment Milestone changes shall be subject to the approval of the Customer.

4. ASSUMPTIONS

4.1. AMI CIS

- 4.1.1. The AMI project team will use the enQuesta Train environment for the establishment and testing of AMI business processes and integrations.
- 4.1.2. The Customer will store in enQuesta inventory for Meter, Register and Radio and will work with S&S on configuration of data elements and File uploads from Meter vendor.
- 4.1.3. Other devices Registers and AMR and MXU's will need to be converted to be inventoried devices as part of this project if not already configured.
- 4.1.4. Work orders will be established to install exchange and remove AMI devices to work seamlessly with enQuestaLink work force management.
- 4.1.5. New Smart Meter installation or exchanges of current AMI devices will be performed by AUGUSTA UTILITIES DEPARTMENT.
- 4.1.6. New Smart Meter installations or retrofits will also be performed by a third party mass meter installation contractor. This will require a download file of accounts for work to be performed. A file back from the Vendor will be required daily to be uploaded into enQuesta to create and complete the AMI exchange or retrofit so no Human completion is required.
- 4.1.7. S&S standard Oracle View package will be used for provisioning between the MDMS and the CIS.
- 4.1.8. The AMI meters converted and installed will be required to be read for Billing though the Realtime API from the MDM.
- 4.1.9. The MultiSpeak® Web services will be used to achieve real time integration version will be 4.1 for this integration.
- 4.1.10. Non AMI meters will be read for Billing using current method and the readings coming back will be uploaded into the Smartworks MDM.
- 4.1.11. Remote Disconnect / Reconnect will be established where work order through configuration will determine functionality of the meter and send the request to be disconnected through the MDM to the front end AMI solution based on Radio Type. Non AMI meters will go external to be

worked through the Mobil work force management solution.

- 4.1.12.** Service Orders (design, build, test, deploy) The 3 actions from the MDMS solution will be aligned with the work order(s) defined in the MDMS SOW section below.

5. ENQUESTA CIS BUSINESS REQUIREMENTS

5.1. Synchronization / Provisioning Front end AMI Solution(s)

- 5.1.1.** ITRON – The solution of provisioning the front end AMI from CIS has been ~~taken out~~ added back into Scope for the CIS integration. It was been determined that Itron will going to be using the current provisioning method to update its AMI front end solution Temetra. Since this provisioning takes place at the HH download process it is being recommended by S&S that The City of Augusta run all cycles Daily to ensure all metering points for new and exchanged or retrofitted AMI meters are captured daily. **The scope has now been updated to have a specific program run in enQuesta to populate the Temetra File directly as originally designed by Itron instead of an FCS conversion file by Itron.**

5.2. Synchronization / Provisioning MDM

- 5.2.1.** The CIS system will need to provide data to the MDMS to ensure synchronization of Account Number, Meter Number, Billing Cycle, locations, billing schedules, connection status', etc.
- 5.2.2.** The full periodic synchronization know as provisioning will be done from CIS using database views. This will allow the MDMS to avoid issues that can arise when changes are put into the CIS systems. (i.e., The CIS does not need to track changes).

5.3. Smart Meter provisioning

- 5.3.1.** New smart Meters being brought into enQuesta Inventory will be required to contain the AMI flag on the Meter Inventory record within enQuesta. This AMI Flag is required to be set to a Y and the AMI type field identified as 0= Manual Meter which refers to non-AMI smart meter and is the default meaning someone physically required to turn off or on the meter onsite. 1 = AMI Manual which means the meter is a smart AMI meter and can obtain interval data but does not have remote connect or disconnect capability from the front end AMI solution. 2 AMI RDM Remote Disconnect Meter which means the service can be shut off or reduced remotely by front end AMI solution. The field is also required to be set. The image below presents these 2 fields. The codes for configuration may change based on

implementation setup. The importance is to identify a manual shut off meter verses a remote disconnect capable smart meter.

The screenshot shows the 'Device Maintenance' application interface. The 'REGISTER' tab is active, displaying details for device 03847843. The 'AMI Flag' is set to 'Y - AMI Meter' and the 'AMI Type' is '1 - AMI MANUAL', both of which are circled in red. The form includes various fields for application, purchase, installation, and maintenance information, as well as customer and device configuration details.

5.3.2. The current Hand Held process is modified to exclude AMI meters in the download where reads are provided from the MDM.

5.4. Billing Requests

5.4.1. The MDMS and enQuesta will implement the MultiSpeak®® `GetLatestReadingsByMeterIDList` method for billing integration.

5.4.2. The list of meter IDs and start date parameters will be derived from list of billed cycles. The billing closure is part of the new Billing Collection Events (BCE) table in enQuesta version 6. The default time stamp will be applied when the event is scheduled. The CSR will choose the associated parameter ID to select billable readings. Below are assumptions on return readings:

- The method will return the most recent register read for each meter for the billing cycle
- (could be a couple days old or it could be 10 days old) A number

- of days parameter can be globally set. Generally 3-5 days is set.
- Missing reading will not be returned (vs. old reading or an error)
 - Would be up to enQuesta to decide how to handle the reading
 - Part of the response is the date/time, and the value – it will be up the utility to configure kick-out (to decide on-demand reading, estimate read or send someone else in the field)
 - EnQuesta distinguishes AMI read meters from non-AMI meters

5.4.3. enQuesta will create a request pool to handle concurrent requests for each meter in billed cycle. The pool size will be defined in configuration for optimal performance. Once the pool completes all the requests it will create the “formatted block” message for further processing in enQuesta (existing process).

5.4.4. Billing Request will be updated with current status and metrics when it's completed.

5.5. Interval Data in enQuesta and Capricorn

5.5.1. Interval reading data will be presented to the CSR in the Inquiry Portal on the Usage Tab. A new inquiry configuration will be established to be associated through enQuesta operator security to the View.

5.5.2. The customers end users can be presented interval data, if desired by the utility, through Capricorn's AMI Web Portal module.

5.5.3. enQuesta will initiate the MultiSpeak® method labeled **GetReadingsByMeterIDAndFieldNameIntervalData** method to get Interval Data, the interval data will be in 60 minutes interval.

5.5.4. S&S will aggregate the Interval Data on the enQuesta side for following intervals for display in the enQuesta Billing portal:

- Hourly – 1 hour
- Daily – 24 hours
- Monthly – 1 month

5.5.5. If meter is configured for 1 hour interval and requested interval is 15 minutes exception will be thrown by enQuesta API.

5.5.6. See Appendix A for sample SOAP Messages for enQuesta Interval Data requests.

5.6. On Demand Reading Request

5.6.1. enQuesta to perform on-demand read through MDMS MultiSpeak® method **InitiateMeterReadingsByMeterID** supplying a

transaction ID and a response URL. MDMS will then attempt to perform an on demand read to that meter, using whatever protocol is configured for that action. This may be another MultiSpeak® request, but may also be a proprietary API call depending on the AMI system the meter belongs to. Once MDMS has received the readings from the AMI system, it will make a **ReadingChangedNotification** call back to the response URL supplied in the initial request, and quoting the supplied transaction ID. In the event of a timeout or other failure of the on-demand reading, MDMS will respond with a MultiSpeak® error message. enQuesta will make this process pseudo synchronous so the processes of the Customer stay the same. enQuesta will have configuration to define how the reading will be acquired, by default it will use above method but in case if there are communication problem with meter two other options will be available: Using **GetLatestReadingByMeterID** method which asks for the most recent reading from MDMS database for a single meter. The response contains the timestamp, channel ID, value, and unit of measure of the latest register reading in the database. One reading for each channel is supplied in the response. Both methods, when enQuesta will first try to get the readings using **InitiateMeterReadingsByMeterID** method and if it's failed/timeout will try to get it using **GetLatestReadingByMeterID** method.. Below is a screen print of the Usage screen on main inquiry which displays the ondemand read date and time stamp.

5.6.2. SOAP Messages to be established in technical integration document..

5.7. Service Order Integration

5.7.1. Service Order integration includes the following functionality:

Create Service Orders. Use Case: create an investigate meter service order after receiving a tamper alarm and determining it was not caused by planned field work. The following MultiSpeak® CB and NOT (Notification) Server methods for this functionality will be implemented by S&S:

- o ServiceOrderOpenedNotification - NOT
- o GetNextNumber – CB. Will be used to keep track of created Service Orders. This will be called before ServiceOrderOpenedNotification in order to obtain service order number.

The above MultiSpeak® method(s) will be implemented in enQuesta and are one-way synchronous methods where MDMS is a client and enQuesta is a server.

5.7.2. EnQuesta has a field order flag to distinguish work orders that

require field visit from those that can be completed with an AMI meter read. Following AMI kick off meeting, S&S and AUGUSTA UTILITIES DEPARTMENT will meet to review the work orders that can be completed using the AMI system. Through this scope, S&S will change the work order flag of the existing work order types. An example of a work order could be: **Move In Move Out Work Orders**

- 5.7.3.** S&S and AUGUSTA UTILITIES DEPARTMENT will meet regarding Non-automated Work Order Creation and review those in MDMS's Task listing and decide which ones require integration in enQuesta. The work order Types will be created as necessary.

6. OUTSTANDING ISSUES/QUESTIONS

6.1. Question

- 6.1.1.** It is S&S recommendation that non-AMI Monthly Meter readings used for Billing remain being brought through the CIS Hand Held Upload process. When The Augusta Utilities Department has determined which AMI Vendor will be the proposed solution it can be revisited if non-AMI monthly readings are desired to be brought back into the MDM versus the CIS directly. **ANSWER- The Vendor selected is Itron's Temetra solution. Non-AMI manually read meters will be downloaded by enQuesta to be manually read and will be uploaded to the MDM for all manual monthly read meters as well as AMI meters hourly intervals. The Billing data request is executed in CIS to ensure all reads for the Cycle AMI and Manually read monthly reads are requested. No interval data for manually read meters will be retained in the MDMS.**

7. BUSINESS PROCESS AND REQUIREMENTS FOR METER EXCHANGES

7.1. Work Orders Internal

- 7.1.1.** Analysis of the current meter exchange work orders will take place and new meter installs, removal , and exchanges will be configured as needed and tested for this project. Other internal work orders will be established as needed for the Customer to maintain the new AMI account integrity.

8. METER AND OTHER DEVICE INVENTORY IN ENQUESTA

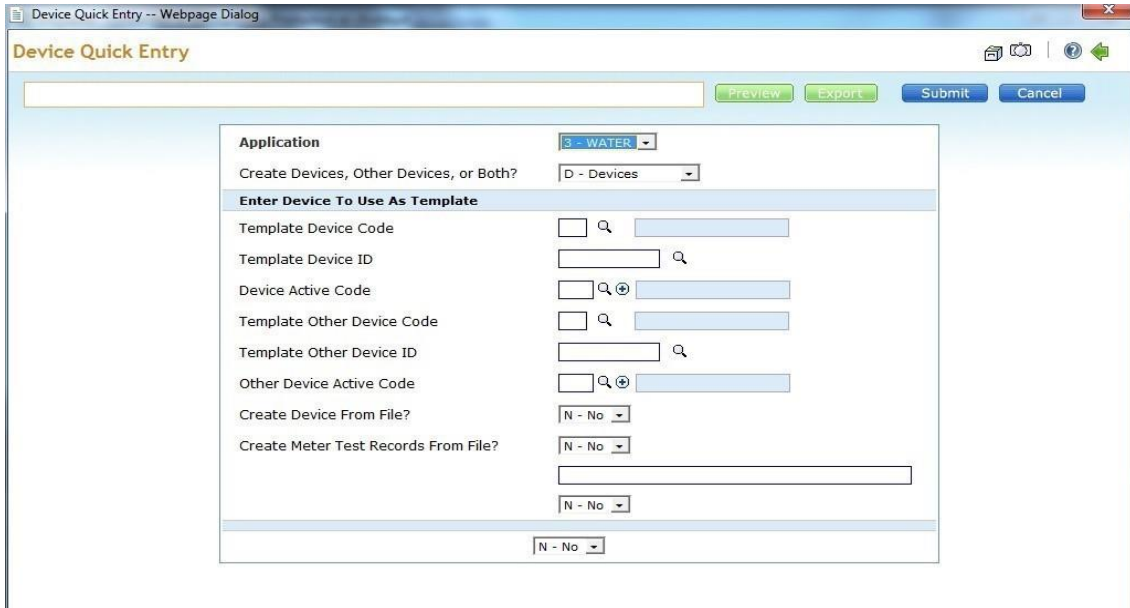
8.1. Initial Setup

- 8.1.1.** Meters, Registers and Radio devices, for the AMI, will need to be established in enQuesta as inventoried items. enQuesta is capable of loading meters and other devices into enQuesta using a file. The file format is typically an MS Excel format. For instance, column A will contain the device ID. Most customers edit the electronic file from the manufacturer or copy the device ID and create a new file. The file is then saved to an enQuesta directory (to be determined). Next, utilizing the "Quick" functionality in enQuesta, the User selects the file and identifies a template which the device data can be recorded to in enQuesta. By uploading files to these templates, enQuesta records the device data to the enQuesta inventory. This is performed for meters and then for other devices such as radios.

- 8.1.2.** The Radio and Register are considered "Other" devices in enQuesta. The device parameter initial setup will utilize Other Device Type codes XX = Register and XX = Radio as a description. These Codes will be determined during AMI stage 1of the project. AUGUSTA UTILITIES DEPARTMENT can choose to carry both or neither in inventory. This will be a decision during the project TBD. S&S recommends at least the Radio device to

be carried in inventory. When installed at the customer premise through a work order the Other Device Type XX and Other Device ID inventory numbers are added.

- 8.1.3. The account will contain 1 CMTR record in enQuesta for each register reading required. AUGUSTA UTILITIES DEPARTMENT will need to determine all attributes to be populated on the Register and Radio inventory record to establish the initial template for each.
- 8.1.4. The file AUGUSTA UTILITIES DEPARTMENT should FTP to a location on the enQuesta server (TBD) will only consist of the current file format in place containing the device number. Each device Type Meter, Register, Radio is a separate file and the creation program you will select the template for the particular device being created.
- 8.1.5. The screen below will be used to upload Meters and Radio devices and Registers into inventory.



9. METER DATA MANAGEMENT (MDM) SMARTWORKS

9.1. Introduction

This Statement of Work (SOW) defines the work to be performed by the SmartWorks division of N. Harris Computer Corporation (herein referred to as “SmartWorks”) for Augusta Utilities Department, (herein referred to as “Customer” or “AUGUSTA UTILITIES DEPARTMENT”). This SOW includes a high-level timeline and other Terms and Conditions specific to the services requested by Customer.

This document serves as the complete understanding, between Customer and SmartWorks, as to what the current Statement of Work entails. SmartWorks will use this document as a reference for the configuration and implementation of SmartWorks Compass (herein referred to as the “SmartWorks Software”). This document will also be used by Customer to determine if the SmartWorks Software provides the functionality requested and agreed to, per this document. If there are any issues during the project lifecycle, this document will be used to determine if the issue is a configuration/development issue or if the issue was not included as part of the current Statement of Work.

Changes to this document shall be made through a Change Management Process.

The implementation project will accomplish the following high-level objectives:

- 1) Install, configure and implement the SmartWorks Software as defined in this document.
 - a) The **SmartWorks Compass** solution will be installed at the **Systems & Software Hosting Facility**.
- 2) Initiate within SmartWorks Software the collection and management of register and interval read data from AMI Meters.
- 3) Integrate with
 - a) **AMI Vendor Itron** and to import register and interval reads, import meter events/alarms, and initiate remote actions
 - b) **S&S CIS** to import meter and location data and provide billing determinants, Work order information
 - c) **ESRI GIS** to integration with base maps URL
 - d) **SilverBlaze Customer Web Portal** to display customer billing data
- 4) Deliver system training designed to develop Customer competency with the use and configuration of the SmartWorks Software.
- 5) Provide support during User Acceptance Testing.

9.2. Glossary of Terms

Term	Definition
Acceptance Testing Period	A defined period of time to perform User Acceptance Testing on the Solution including testing in a live pre-production environment.
Actual Solution Acceptance Date	Date that written acceptance by Customer is received by SmartWorks that Solution substantially meets the Functional and Integration Requirements Document, and substantially satisfies the testing criteria set forth in the Solution Acceptance Criteria.
Billing Determinant	The measure of consumption used to calculate a customer's bill. A billing determinant is either: <ul style="list-style-type: none"> • A register read; or • A value calculated by the MDM for billing purposes based on interval and/or register read data. If rates are blocked, seasonally differentiated, time-differentiated, or separated by demand and energy measures, then the billing determinants are organized in the same fashion.
Change Management Process	The process outlined in section 9.8.6 of the SOW, which SmartWorks and Customer will follow for any proposed changes to the SOW.
Deliverable	An item created during the project that requires formal review and approval by Customer.
Deliverable Acceptance Criteria	Criteria by which Customer determines that the Deliverable provided by SmartWorks is in accordance with this Statement of Work.
Deliverable Acceptance Criteria Document	A central listing of all Deliverables and Work Products developed by and maintained throughout the project.
Expected Solution Acceptance Date	The date, identified in the Detailed Project Plan, by which Customer and SmartWorks expect Solution Acceptance to be achieved.
Functional Testing	Testing of the core Solution components (configuration, interfaces, reports, and modifications) against agreed upon requirements, prior to User Acceptance Testing.
Go-Live Plan Document	A Deliverable identifying and describing the activities to be performed during the Deployment phase of the project.
Integration Testing	Testing of the end-to-end process based on business processes and scenarios against the agreed upon integration requirements.

Term	Definition
Interval Read Data	<p>A meter read (actual or virtual) showing the consumption over a defined period of time, demand, or interval, normally 60 minutes, 30 minutes, 15 minutes or 5 minutes.</p> <p>Typical units of measure include kilowatt-hours (kWh) for electric meters, Gallons/cubic foot or cubic meter for water meters.</p>
Meter Channel (physical)	<p>Unique stream of meter read data, with corresponding UOM (Unit of Measure), measured by meters and stored under a unique Channel ID within SmartWorks Compass.</p> <p>Each channel can consist of consumption data (referred to as consumption channel) or a demand data (referred to as demand channel).</p>
Meter Channel (virtual)	<p>Unique stream of meter data, with corresponding UOM (Unit of Measure), generally calculated by and stored under a unique Channel ID within SmartWorks Compass. Each channel can consist of consumption data (referred to as consumption channel) or a demand data (referred to as demand channel).</p>
Meter Event	<p>An anomalous network situation or notification reported by an AMI meter; for example, issues related to quality of supply, security failures, fraud, or issues with network communications. Meter events are collected and reported by Customer's AMI system as part of the routine meter interrogation cycle.</p>
Post Implementation Grace Period	<p>Time period after Actual Solution Acceptance Date during which SmartWorks Software is operating as Customer's primary operating system with respect to functionality contained herein.</p>
Register Read Data	<p>A value provided by the meter that is shown on the meter's faceplate, and hence can be validated by the customer by visual inspection of the meter. This can include:</p> <ul style="list-style-type: none"> • Cumulative Consumption Register Read – total measured consumption since the meter was manufactured or refurbished (typical units of measure include kilowatt-hours (kWh) for electric meters and Gallons/ cubic foot or cubic meter for water meters.) • Time of Use Consumption Register (total consumption during a specific time of use window)

Term	Definition
Solution	The set of related software programs and services to be implemented according to this Statement of Work.
Solution Acceptance	Customer determination by written acknowledgement that the Solution provided by SmartWorks performs in accordance with the Functional and Integration Requirements documents developed for this Statement of Work.
Standard Project Plan	A baseline plan created by SmartWorks in collaboration with Customer_during the Initiation and Build phase of the project. The plan establishes the implementation timeline (including certain milestones) for the project.
Third-Party Vendor	Any vendor or organization that is not part of SmartWorks or Customer
Unit Testing	Ad hoc testing of individual Solution components to validate that each component meets the specifications set forth during the project.
User Acceptance Testing	Testing to validate that Solution behaves per agreed upon requirements as defined in the Functional and Integration Requirements Document based on the test cases and selected scenarios.
Work Product	An item created during the engagement that is reviewed by Customer but does not require formal approval.

9.3. Roles and Responsibilities

The activities to be carried out are detailed in each section of this document. The table below defines the associated roles and responsibilities at a high level. References to the corresponding sections of the SOW are included when a more detailed description is required.

Task	Responsible Party
Establish detailed Project Plan	Project Managers (SmartWorks/Customer)
Ensure resources are available to carry out tasks defined in section 9.11 Customer Resource Involvement	Project Manager (Customer)
Engage in tasks defined in section 9.11 Customer Resource Involvement	Project Core Team (Customer)
Ensure resources are available to perform work as defined in SOW	Project Manager (SmartWorks)
Ensure assistance and cooperation by Third-Party Vendors (including AMI, AMR and GIS)	Project Manager (Customer)

Task	Responsible Party
Participate in weekly project calls	Entire Project Team (SmartWorks/Customer)
<p>Confirm User Authentication method and assist with configuration.</p> <p>Note: User/password authentication can be performed by an external Identity Provider (IdP) such as the cloud based Microsoft Azure Active Directory via SAML (Security Assertion Markup Language) single-sign-on protocol or via an on-premise LDAP (Lightweight Directory Access Protocol) server such as Microsoft Active Directory.</p> <p>The three options are:</p> <p>Approach 1: Framework manages authentication, role membership and access.</p> <p>Approach 2: IdP manages authentication only.</p> <p>Approach 3: IdP manages authentication and role membership.</p>	IT (Customer)
<p>Configure Virtual Private Network (VPN) as required to enable access to 3rd Party Software.</p> <p>Note: When the SmartWorks software is hosted using our cloud / SaaS environment, and an SAML integration is not possible, the LDAP / Active Directory integration is achieved via a secure IPSec VPN tunnel between the hosted SmartWorks application server and the customer's LDAP / Active Directory server.</p>	IT (Customer)
Perform initial install in System & Software Hosting Facility	Infrastructure specialist (SmartWorks)
Install Software Modules as per section 9.5 SmartWorks Compass Modules	Consultants (SmartWorks)
Provide deliverables as defined in section 9.6 Project Deliverables and Work Products	Consultants (SmartWorks)
Provide AMI infrastructure and meter data	Metering (Customer via AMI vendor)
Provide input data for integration points as defined in section 9.7 Software Integrations	Project Team (Customer)
Install and configure integration points as defined in section 9.7 Software Integrations	Consultants (SmartWorks)
Perform data validation for each DataSync iterations and confirm validity of AMI data	Project Team (Customer)

Task	Responsible Party
Identify User Roles and User Groups	Project Team (Customer)
Perform Unit Testing	Consultants (SmartWorks)
Perform Functional and Integration Testing	Consultants (SmartWorks)
Provide user training	Consultants (SmartWorks)
Create User Acceptance Scripts	Project Team (Customer)
Perform User Acceptance Testing	Project Team (Customer)
Provide support during User Acceptance Testing	Consultants (SmartWorks)
Perform configuration updates once training has been delivered and User Acceptance Testing is completed Note: Guidance will be provided by SmartWorks until the project is deemed completed.	Project Team (Customer)

Related Documents

Related documents to the SOW are:

- 1) Subscription Agreement
- 2) Software Implementation Services Agreement
- 3) Support and Maintenance Agreement

9.4. SmartWorks Compass Implementation Scope

The scope of this Statement of Work is to implement the SmartWorks Software Solution for the Customer and to train key Customer personnel on the operation of the SmartWorks Software. The Customer will procure and install their respective advanced meters and supporting network infrastructure.

9.4.1 Environments

SmartWorks will deploy two (2) instances of the SmartWorks Software in the Systems & Software Hosting Facility in the United States: one (1) Test instance and one (1) Production instance.

The intent of a test environment is to test new or existing functionality with a minimal set of data representative of the meter population prior to a production update.

The Test and Production environment specifications are shown in the Server Specification Assumptions table below. The use of the Test instance as a copy of production with a full set of data and corresponding full dataset processing is not included in the scope of work. Server specifications and associated hosting costs, if applicable, included in scope are based on these assumptions. Changes to the environments may be brought into scope using the Change Management process.

9.4.2 Server Specification Assumptions

	Live Storage	Meter Population	Integrations	VEE
Test instance	12 months	Meter Deployment following table in Section 9.4.4	Integrations defined in Section 9.7, not real time. Real-time integrations only enabled/active as required e.g. DataSync, real-time events, remote actions	The test environment is designed to be used for functional testing with meter data refreshed by database imported on an annual basis, as needed. Regular VEE processing will not be performed.
Production instance	36 Months	Meter Deployment following table in Section 9.4.4	All integrations defined in Section 9.7.	Enabled

9.4.3 Storage

Except as otherwise expressly set forth herein, all hosting services delivered hereunder, and Systems & Software's hosting facility will be used to host the MDM, in accordance of the terms and conditions of the current Hosting Services Agreement dated Between The City of Augusta and Systems Inc dated 9/2/2023.

The SmartWorks Software will be capable of importing, processing and storing thirty-six (36) months of data for the meters reflected in the table below. Each instance will be sized appropriately to manage this volume of data. Changes to the table below that may affect the size of the Hosting environment

An archive and purge process will be used for data older than thirty-six (36) months. Archived data will be recoverable for a period of five (5) years after the date of archive, after which it will be purged.

To restore a location's data that has been previously purged and archived, users must enter the Location Number or meter ID. Once the restore execution is complete, all data for the selected meter ID, or for all meters associated with the selected location, will now be available in the system again, and can be viewed in graphs, tables, or other reports. This data will remain in the system indefinitely and will be excluded from further data purge processes. Users will also be able to configure a "Data Purge Exclusion Meter List".

Changes to storage and data processing requirements including storage duration, meter

counts, configuration of intervals length or number of channels impact the storage requirements submitted with our proposal. These may be brought into scope using the Change Management process.

A set of test meters in the Production environment will be defined by the Customer as being eligible for testing functionality (for example, disconnect features).

9.4.4 Meter Configuration

The SmartWorks Software will be capable of importing, processing and storing meter usage data based on the interval length and channels submitted with our proposal and defined below. Changes to meter counts, configuration of intervals or number of channels may be brought into scope using the Change Management process.

Service	Number of Meters	Interval Length	Number of Channels	UOM
Water – Residential	65,362	60 minutes	1	GAL
Water – Commercial	7,262	60 minutes	1	GAL

9.4.5 SmartWorks Compass Meter Data Types

For each water meter provided in the Data sync process, there are four (4) different record types supported in Compass MDM:

- INT (Interval reads): reads processed through VEE,
- REG (Register reads): reads processed through VEE,
- EVN (Meter events),
- OMD (Other Meter Data values).

The SmartWorks Compass record layout for each of these six record types is detailed in the tables below.

9.4.6 Raw Interval Reads

Field Name	Field Type	Description
Record Indicator	String (3 chars)	Must have value 'INT' for interval reads.

Field Name	Field Type	Description
Meter_id	String (Not exceeding 30 characters)	Unique meter identifier. Must exactly match the unique meter identifier stored in AMI and CIS systems.
Channel_id	Integer	Channel identifier. A meter must have only one channel identifier with a given unit of measure. Data with different units of measure must each have their own channel identifier.
Read_dtm	Date/Time	Date and time of the end of the interval, in the meter's local standard time (not including daylight savings) or UTC. Preferred format is: "yyyy/mm/dd hh24:mi:ss".
Read_value	Decimal (any precision)	Numeric value representing the meter reading (either consumption or max demand, depending on the channel's Unit of Measure) for the interval.
UOM	String (not exceeding 30 characters)	Unit of measure for the reading. For example, KWH, KW, KVAR, KVA, GAL, M3, FT3
Source_collector_id	String (not exceeding 30 characters)	Unique identifier of the data collection device that obtained this meter reading (optional).

9.4.7 Raw Register Reads

Field Name	Field Type	Description
Record Indicator	String (3 chars)	Must have value 'REG' for register reads.
Meter_id	String (Not exceeding 30 characters)	Unique meter identifier. Must exactly match the unique meter identifier stored in AMI and CIS systems.
Channel_id	Integer	Channel identifier. A meter must have only one channel identifier with a given unit of measure. Data with different units of measure must each have their own channel identifier.
Read_dtm	Date/Time	Date and time the meter's register was read, in the meter's local standard time (not including daylight savings). Preferred format is: "yyyy/mm/dd hh24:mi:ss".

Field Name	Field Type	Description
Read_value	Decimal (any precision)	Numeric value representing the meter register reading, which should match the meter's faceplate value at that time.
UOM	String (not exceeding 30 characters)	Unit of measure for the reading. For example, KWH, KW, KVAR, KVA, GAL, M3, FT3
Source_collector_id	String (not exceeding 30 characters)	Unique identifier of the data collection device that obtained this meter reading (optional).

9.4.8 Meter Events

Field Name	Field Type	Description
Record Indicator	String (3 chars)	Must have value 'EVN' for meter events.
Meter_id	String (not exceeding 30 chars)	Unique meter identifier. Must exactly match the unique meter identifier stored in AMI and CIS systems.
Channel_id	Int	Where applicable, indicate the channel ID associated with this event. In most cases, the event is associated at the meter-level, and not with a particular channel. In such cases, just put "1".
event_dtm	Date/Time	Date and time associated with the event, in the meter's local standard time (not including daylight savings). Preferred format is: "yyyy/mm/dd hh24:mi:ss".
Event_tp	String (not exceeding 30 chars)	Text indicating the type of event (example, 'Tamper', 'Outage', 'Leak', etc.)
Event_Comments	String (not exceeding 256 chars)	Text description of the event. If none is available, just duplicate the value in the Event Type field.

9.4.9 Other Meter Data

Field Name	Field Type	Description
Record Indicator	String (3 chars)	Must have value 'OMD' for other meter data.
Meter_id	String (not exceeding 30 chars)	Unique meter identifier. Must exactly match the unique meter identifier stored in AMI and CIS systems.
Value_Type	String (not exceeding 30 chars)	Identifier of the type of other meter data - i.e. "blink count, current".
value_dtm	Date/Time	Date and time associated with the data value, in the meter's local standard time (not including daylight savings). Preferred format is: "yyyy/mm/dd hh24:mi:ss".
Value_qty	Decimal	Numeric value indicating the quantity of the data value.
UOM	String (not exceeding 8 chars)	Unit of measure for the data value.
Source_collector_id	String (not exceeding 30 chars)	Unique identifier of the collector device that obtained this meter data value (optional).

9.5. SmartWorks Compass Modules

The following SmartWorks Compass Software modules will be installed and configured as part of the scope of this engagement:

- **SmartWorks Compass**, including the following modules:
 - **MeterSense MDMS**
 - **KPI Dashboard**

This section includes a description of each module as well as their corresponding Pre-requisites and Assumptions.

9.5.1 MeterSense MDM

SmartWorks will install and configure **MeterSense MDM** module.

Module Functionality includes:

- Support meter deployment
- Reports to help ensure that meters are provisioned correctly and communicating in the field
- Monitor AMI Performance
- Report on number of reads delivered compared to AMI Service Level Agreement

- Enable Meter-to-Cash
- Validation of reads, billing determinants and customer service support
- Alert via Meter Events
- Store and report on Tamperers, Leaks, error and other meter flags

Pre-Requisites & Assumptions

- Meter reads are imported from the AMI as defined in section 9.7.1 AMI Head End Systems.
- Meter events are imported from the AMI as defined in section 9.7.1 AMI Head End System.
- Meters installation/removal are synchronized with the system of record as defined in sections 9.7.5 CIS Synchronization Integration.
- After installation of **MeterSense** MDM by SmartWorks, meter reads validation routines (VEE – Validate, edit, estimate) as defined in SmartWorks User-Guide VEE will be available for configuration.
- Data will be presented in the **MeterSense** MDM reports based on the modules identified in this Statement of Work and the availability of the data described in section 9.7 Software Integrations.

9.5.2 KPI Dashboard

SmartWorks will install and configure the **KPI Dashboard** module. The KPI Dashboard enables the user to configure one or more dashboards to display information on Key Performance Indicators (KPIs). A KPI is a metric that is represented by a One-Dimension or Two-Dimension Visualization component:

- One-Dimension KPI Visualization includes: Numeric, Thermometer, or Speedometer
- Two-Dimension KPI Visualization includes: Area, Bar, Column, Scatter, Pie, or Table

For each KPI, a panel of information is available. This includes:

- Value of the KPI displayed as a numeric value, speedometer graphic or thermometer graphic.
- If a drilldown link was defined when the KPI was registered, clicking anywhere on the value will launch a window with the drilldown page.
- Color coded value (red/yellow/green), depending on settings.
- Max/min statistics and trend area.
- Secondary KPI value, where configured. If the secondary KPI value has been defined with a drilldown link, clicking on the value will launch a window with the drilldown page.

Information on a KPI can be shared via email on a scheduled basis or threshold-driven exception basis.

A set of standard KPIs are made available with the application. These are arranged into a set of standard dashboards. It may be that not all dashboards or KPIs are applicable

to a utility depending on available information, modules deployed, and integrations performed. Users may configure their own dashboards from the available KPIs.

Pre-Requisites & Assumptions

- Deployment of the **Compass Framework**, if not already in place.
- Population of any data required for calculation of KPIs as per section 9.5.1 of this SOW.

9.5.5 Reporting

All standard reports available within the SmartWorks Software will be made available for all licensed modules.

No custom reports have been identified for delivery. However, if during the project, Customer identifies a requirement for a custom report, the services can be brought into scope using the Change Management process described in section 0.

9.6. Project Deliverables and Work Products

The following deliverables, milestones and work products are included in this project.

Deliverables are items created during the project that require formal review and approval by the customer. **Work products** are items created during the project that are reviewed by the customer but do not require formal approval by the customer.

9.6.1 Deliverables

The following list identifies the key deliverables associated with this project:

- Functional and Integration Requirements Document
- SmartWorks Software installation
- SmartWorks Software configuration
- SmartWorks Software integration as defined in section 9.7
- SmartWorks Software End-User Training

9.6.2 Work Products

The following list identifies the key work product documentation associated with this project:

- Project Schedule
- Acceptance Criteria Document
- Test Case Scenario Checklist
- Testing Plan
- Training Plan
- Training Material
- SmartWorks Software User Guides
- Go-Live Approach Document

9.6.3 SmartWorks Compass Training and Discovery Sessions

To enable users to effectively use the software both during acceptance testing and in a production capacity, SmartWorks will provide end-user training as part of this project. Onsite and remote training sessions will be provided the Customer as outlined in the table below.

Activity	Location	Attendees	Length
Kick Off Meeting	Remote	Core project team, Executive Sponsors	1-2hrs
SmartWorks Compass demo	Onsite* (with Discovery)	Core project team, Billing, Meter Op, CSR, IT	1hr
Discovery Sessions	Onsite*	Core project team, Billing, Meter Op, CSR, IT 3 rd Parties (CIS, AMI)	1.5 day
Workshop 1: Compass Overview and Introduction to VEE	Remote	Core project team	0.5 day
Navigation Training Sessions	Onsite*	Core project team, Billing, Meter Op, CSR, IT	2 days
Workshop 2: Data Validation	Remote	Core project team	0.5 day
Workshop 3: Roles and Groups configuration	Remote	Core project team	1hr
Processes and System review Session	Onsite*	Core project team, Billing, Meter Op, CSR, IT 3 rd Parties (CIS, AMI, etc.)	3 days
Workshop 4: Addressing VEE Exceptions and fine-tuning	Remote	Core, Billing, Meter Op, CSR	2 x 0.5 days
SmartWorks Compass Functional and Process Training	Remote	Core, Billing, Meter Op, CSR	3 x 0.5days
Test scripts review	Remote	Core, Billing, Meter Op, CSR	1hr
UAT Acceptance Testing Support	Remote	Core, Billing, Meter Op, CSR, IT	10 days

Note: Onsite* sessions will take place when safe and appropriate. The onsite sessions can be replaced with remote online sessions upon agreement between SmartWorks and Customer.

9.6.3.1 Kick Off Meeting

The purpose of this onsite meeting is to introduce project team members and review the MDM project at a high level. Topics include scheduling, methodology, milestones, communication plan and short-term focus.

9.6.3.2 SmartWorks Compass Demo

High level review of SmartWorks Compass features and functionalities. The purpose of this demo is to prepare Customer to engage in discussions during the Discovery Sessions.

9.6.3.3 Discovery Sessions

Preliminary requirements for the CIS Data mapping (DataSync) and billing (Meter to Cash), as well as for the AMI integration (Implementation Questionnaire) are reviewed during these sessions. The Solution Architecture Diagram and infrastructure components such as VPN connection are also scheduled as part of the initial discovery sessions. The VPN discussions should have started remotely, prior to Discovery.

These sessions are technical and participation from Customer's subject matter experts as well as third party vendors are expected to ensure optimal efficiency during the initial phases of the project. Meeting the dependencies identified during the initial discovery sessions is critical for the scheduling of subsequent project activities.

9.6.3.4 Workshop 1: Compass Overview and Introduction to VEE

The purpose of this session is to introduce the core team to SmartWorks Compass functionality and to the existing Validation Routines available within SmartWorks Compass.

The Overview Training Session is held with the core user group when initial configuration is complete. This session occurs during the Pilot phase and is held remotely, in preparation for the Onsite Discovery Session, enabling users to navigate the SmartWorks Software prior to the decision-making process that will take place during the Discovery Session.

The Overview Training Session provides users an overview of current system functionality. Upon conclusion of this session, users are able to navigate SmartWorks Compass platform and understand existing configuration.

9.6.3.5 Workshop 2: Data Validation

This workshop is held once initial configuration of DataSync and AMI read import is completed. The purpose of this Workshop is to review data within SmartWorks compass, including the review of validation reports. Following this workshop, it is expected that users will proceed with validation of the data from the CIS DataSync and AMI integrations, by comparing to their existing CIS and AMI systems.

9.6.3.6 Navigation Training Sessions

The Functional and Navigation Training Session is held once initial configuration of DataSync and AMI read import is complete. The purpose of this training session is to introduce the Core project team to the SmartWorks Compass application, enabling users to navigate the SmartWorks Software prior to the decision-making process that will take place during the following remote workshops and onsite sessions.

The Navigation Training Session provides users an overview of current system functionality. Upon conclusion of this session, users are able to navigate SmartWorks Compass platform and understand existing configuration.

Topics typically covered in this training include:

- SmartWorks Compass Navigation training
- Data Setup
- Meter Reads & Validating, Estimating, Editing – VEE
- Using Maps and Reports
- Advanced Reporting and KPI Dashboards
- System Administration

9.6.3.7 Workshop 3: Roles and Groups configuration

The purpose of this Workshop is to determine who will be the user groups of the SmartWorks Compass solution, their access level and which permissions will be assigned to each group.

9.6.3.8 Processes and System review Session

The purpose of the Process and System review Session is to demonstrate existing functionality of the SmartWorks Software using Customer data and elicit feedback for updates to that functionality. Emphasis is placed on understanding Customer's existing business process. The impact to the process due to SmartWorks Software is documented in the Functional and Integration Requirement Document.

Customization (custom reports) as well as purchased Modules (see section 2.5) are discussed during this session.

9.6.3.9 Workshop 4: Addressing VEE Exceptions and fine-tuning

The purpose of this workshop is to provide users with the steps required to review validation reports and assist them in the investigation of VEE Exception reports. A fine-tuning of the VEE Parameter configuration may also be required during this session.

9.6.3.10 Functional and Process Training

During the Functional and Process Training, up to 12 users will be provided training on the SmartWorks Software. This training includes a refresher of System Navigation as well as a review of the main business functions and use cases applicable to Customer. This training will also cover customization and features related to Modules purchased by the customer.

Topics typically covered in this training include:

- SmartWorks Compass Refresher training
- Billing & Customer Service Functions
- Sessions specific to each SmartWorks Compass module defined in section 2.5
- Process Automation Overview

9.6.3.11 Test scripts review

This session will be used to review SmartWorks test scripts with Customer and how to monitor testing progress using test scripts dashboard. It is Customer responsibility to create, update and adapt the test scripts for the purpose of their User Acceptance Testing phase.

9.6.3.12 UAT Acceptance Testing support

Customer is expected to focus and engage in User Acceptance Testing for a period of 2 weeks, with the remote support from the SmartWorks project team. The Validation/Testing Approach is described in section 5.4 of this SOW.

9.7. Software Integrations

During software integration:

- Customer will act as or provide an integration coordinator who will be responsible for overseeing integration communications for this project.

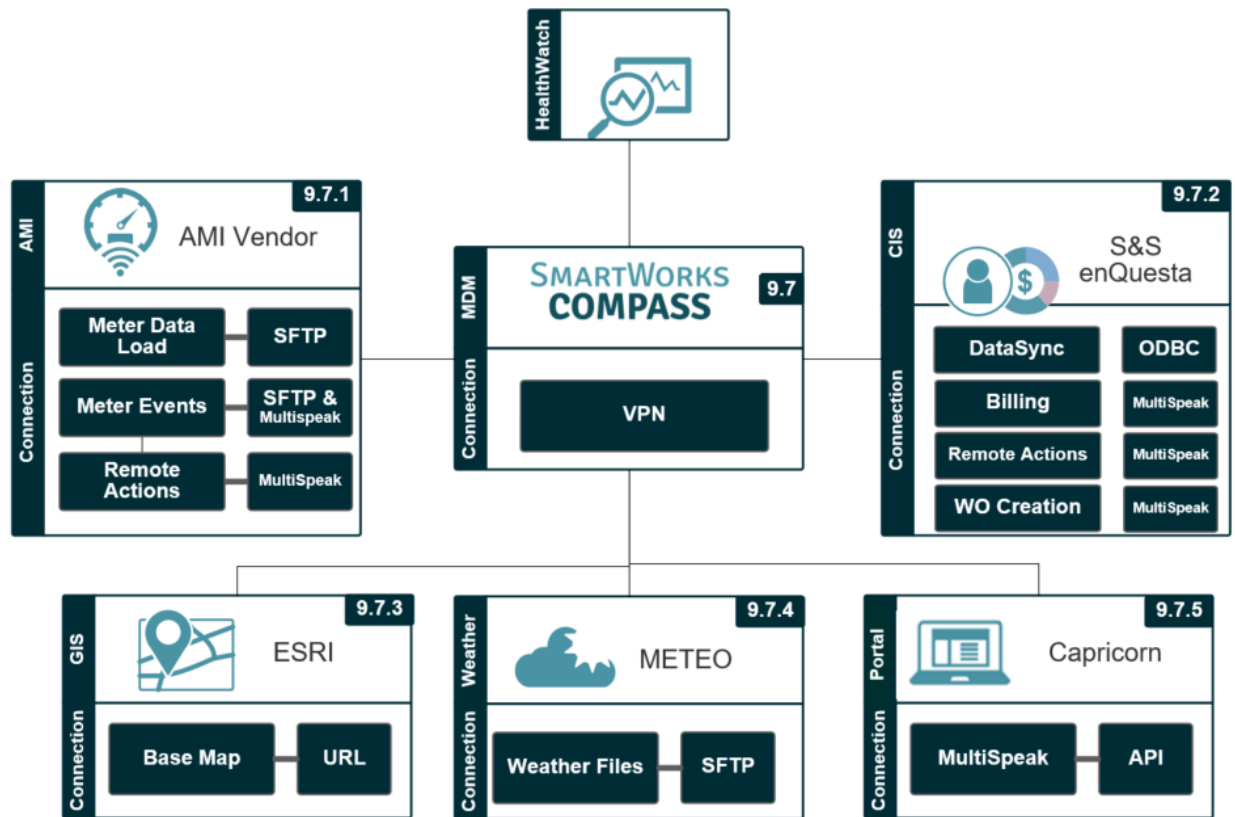
The integration coordinator role consists in securing, as required and in a timely fashion, the assistance and cooperation of third-party vendors. A change order will be required if a third-party vendor is unavailable or non-cooperative and causes an impact to the project schedule or effort.

- SmartWorks will provide advice and recommendations regarding its experience and leading practice.

SmartWorks will make a reasonable attempt to provide sufficient lead time when making requests for assistance from third-party vendors. When deemed appropriate by Customer, SmartWorks will also work directly with third-party vendors if direct communication will result in efficient execution of the project.

Any version changes to integrating systems that occur during the project will be reviewed by SmartWorks and will require a change order if integration updates or re-testing activities are required.

The following diagram illustrate the Interconnectivity model between SmartWorks Compass and each integration point. The final integration diagram is subject to the final discovery session that will be held between the technical teams implementing the solution.



The following Integrations are included in the project scope for the project:

9.7.1 AMI Head End System (AMI Vendor), version X.X

SmartWorks Software will integrate with the AMI Head End System to:

- **Meter reads:** Import the current day's readings as well as older reads that were previously missed. Interval and register read data will be received from AMI Head End system.
- **Meter events:** Import meter event data from AMI Head End. Examples include alerts such as tamper, leak, etc. Specific alarms will be defined between Sensus and Customer.
- **Remote action:** Where the functionality is supported by the meters or compatible others, SmartWorks Software will integrate with the AMI Head End to perform On Demand reads and Remote Connects & Disconnects.
- **Other Meter Data:** Other meter data can include any interval data that is not consumption data.
 - It is assumed that Other Meter Data types be kept to a minimum as to not cause performance concerns for the Compass system. Core Reports in Compass do not look at the data in the OMD table. Custom reports would need to be created using specific data in the

OMD table. These custom reports are not in scope but can be brought into scope using the Change Management Process.

Integration	Initiator	Type(s)	Protocol	Frequency
Meter Reads	AMI	CMEP Read File	sFTP	1-3 times/day
Meter Events	AMI	CMEP Event File	sFTP	1-3 times/day
Meter Events	AMI	Real Time events (to be defined)	MultiSpeak® methods	Real Time
Remote Actions	AMI	OnDemand read	MultiSpeak® methods	Near Real Time
Remote Actions	AMI	Remote Connect (TBC)	MultiSpeak® methods	Near Real Time
Remote Actions	AMI	Remote Disconnect (TBC)	MultiSpeak® methods	Near Real Time

Assumptions:

- If flat files are used for providing meter data, the files are expected to be delivered by 5:00am (local time) or an agreed upon time suitable to Consultant and Customer in order for the SmartWorks Software to perform the VEE process. The AMI Head End may deliver files at multiple times during the day in order to collect the maximum amount of meter data.
- It is assumed that the applicable AMI Head End version will be installed on the Customer system in time for Consultant to perform its development and testing activities.
- It is assumed that interval reads provided by the AMI will scale to the register reads provided by the AMI (i.e. sum of interval reads will add up with the difference between register reads, after multiplier will pass at 95%). Failing to meet these may result in poor data quality in the MDM.
- It is assumed that there will not be more than 5% missing intervals reads per day. Failing to meet these will result in performance issues when MDM tries to fill in gaps
- It is assumed that compound meters are two separate encoder heads and AMI Modules on one physical meter. Compass is Meter ID centric, therefore the system of record for meter information should see the High and Low sides of these meters as separate meter numbers. Compass can handle a single Meter ID assuming that the CIS can associate the High and Low sides of the meter using the Alt_Meter_ID and 'H' and 'L' suffixes in the datasync.

9.7.2 Customer Information System (CIS) (S&S)

In collaboration with Customer or Customer's agent(s), Consultant will provide the following integrations with Customer's CIS. The integrations will require ongoing support from the CIS vendor through the SmartWorks integration project.

9.7.2.1 Summary of integrations

Integration	Initiator	Type	Protocol	Frequency
DataSync	CIS	Creates DB views		
DataSync	MDM	Queries DB views	ODBC	1-3 times/day
Billing (AMI & AMR)	CIS	Billing Request	MultiSpeak® 4.1	TBD during discovery
Billing (AMI & AMR)	MDM	Billing Response	MultiSpeak® 4.1	TBD during discovery
Remote Action	CIS	OnDemand read request	MultiSpeak® 4.1	Near Real Time
Remote Action	MDM	OnDemand read response	MultiSpeak® 4.1	Near Real Time
Work Order Creation	MDM	3 rules to be defined	MultiSpeak® 4.1	TBD during discovery

9.7.2.2 CIS Synchronization Integration

Import of customer and meter data into the SmartWorks Software for validation of AMI data. A daily full periodic synchronization activity will occur.

The minimum information to be provided from the CIS will include the following:

	SmartWorks Compass
METERS: List of meters with identifiers, meter types, etc.	X
METER COORDINATES: Meter latitude and longitude information	X
LOCATION: List of location(account) numbers, service addresses	X
METER LOCATION: A date-driven cross reference between meter and location number (i.e. when a meter is installed and removed from a location)	X
METER CONNECTION STATUS: State of the meter (ON/OFF)	X
METER ALIAS: Descriptive information related to the meter, combining meter/location attributes	X
BILLING SCHEDULE: Cycle/Route schedule indicating billing period and reading period	X

Assumptions:

- It is expected that when a radio is installed or removed from a meter, a cross reference between meter ID and associated radio ID will be maintained in the CIS and provided during DataSync.
- This integration will be established using a database view that will be queried by SmartWorks Software. The database view will be developed by the CIS vendor or another agent of Customer. The DB Views must be available prior to

commencement of integration work. Any delays with the availability of the views will impact the project timeline. In the case of significant delays, Customer has the option to pause the project until the views are available or follow Change Management process to keep the SmartWorks Project team engaged until the files are available.

- It is assumed there will be multiple iterations of the DataSync (typically 3-4) where the list of fields to be provided by the CIS in the views will be finalized after discovery and prior to UAT. Customer is responsible for validating the data as a result of each DataSync iteration.
- Depending on Customer requirements, the synchronization will occur between 1 to 3 times per day and will be scheduled to occur after the CIS Customer database has been updated.
- Customer will be responsible for assisting in identifying and validating the data required for data synchronization
- It is assumed that a direct integration will be made between the AMI head end system and the CIS for the purpose of meter provisioning (see section 5.3). It is expected that Customer and AMI provider will work collaboratively to develop this integration.

9.7.2.3 Billing Interface (MultiSpeak®)

Customer will initially bill using register reads, not time-based determinants for most meters.

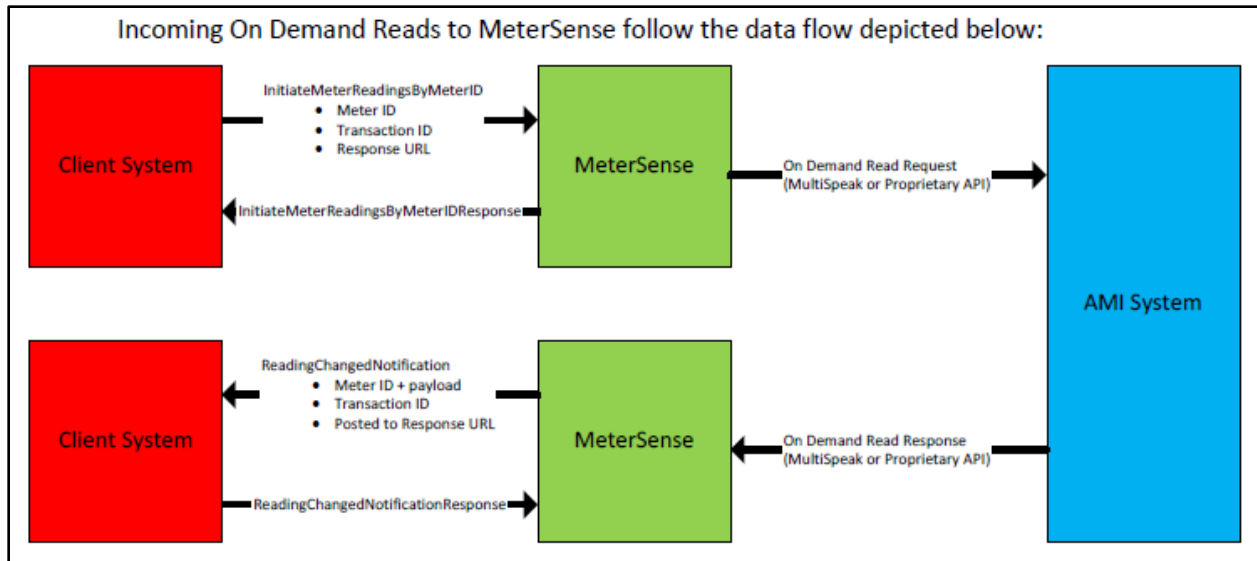
S&S enQuesta and SmartWorks Software will use a MultiSpeak® web service (synchronous SOAP call) call to request and receive the latest available read. S&S enQuesta v.6.0 will apply the correct rate to each register.

It is assumed that all reads required for the purpose of billing will be provided by the AMI system. Should **SmartWorks Compass** be required to perform calculation (e.g. TOU, Compound billing), the services can be brought into scope using the Change Management process.

9.7.2.4 Meter Action Initiation from CIS

The SmartWorks Software will provide the ability for a user to use the CIS to initiate a remote meter action (On Demand read).

MultiSpeak® methods will be used to accomplish this integration. The SmartWorks Software will act as the server end of MultiSpeak® an asynchronous command for a remote meter action from the CIS. The SmartWorks Software will broker the transaction by integrating with the AMI head end system.



9.7.2.5 Work Order Creation from MDM

The SmartWorks Software will have a MultiSpeak® interface with the CIS that allows the Process Automation rules to create service orders.

As part of the scope of this integration, SmartWorks will deliver up to three (3) business rules that will each enable the automation of one (1) Work order type and one (1) resulting action.

- For each account identified in existing Compass report, query CIS to determine if a corresponding Work order already exists for the Work order type provided by Customer.
- If the expected Work order does not already exist, create a new Work order in enQuesta CIS

Example of Use Cases:

- Non-Communicating meter
- Leak Detected
- Meter tamper

9.7.3 Geographic Information System (GIS) Integration - ESRI Base Map

The SmartWorks Software will be configured so that meter data will be overlaid on top of one or more ESRI “Base Maps” via URL live link. With this capability, the Customer will be able to view meter data together with their other data layers within SmartWorks Software.

Customer will create URL and provide a custom base map to SmartWorks for configuration of **MeterSense**. This scope of integration assumes Customer is hosting ESRI on a web server and can provide a URL.

9.7.4 The Weather Network

The SmartWorks Software will integrate weather data services with daily feed of observed weather data received from the Weather Network weather station determined to be closest to Customer's location.

The following weather data, if provided by the weather station, will be imported into SmartWorks Software:

- Temperature (Hourly)
- Humidity (Hourly)
- Wind Speed (Hourly)
- Wind Direction (Hourly)
- Weather Conditions (Hourly)
- Precipitation (Daily)

This data is automatically downloaded from SmartWorks' data provider for a weather station or stations in the Customer's service area and is automatically inserted into the SmartWorks Software database.

9.7.5 Customer Portal –(Capricorn)

The SmartWorks Software will implement an interface between SmartWorks Compass and SilverBlaze. SmartWorks will facilitate the integration of the MeterSense MDMS with SilverBlaze to provide usage data for residential meters and support the implementation of the portal.

SilverBlaze will build integration points for Customer smart meter usage details using SmartWorks MDMS MultiSpeak web services or SmartWorks MDMS SOAP API.

9.8. Project Management Approach

9.8.1 Communication/Relationship Management Approach

Communication Management is the cornerstone of any project and a well-structured communication plan is a must from the beginning. Regular, or ongoing, communications include those opportunities to communicate with project team members, sponsors, steering committee members, and other key stakeholders on a regular basis. These types of communication include regular status reports, scheduled project team meetings, and monthly updates with the steering committee or with executive project sponsors on a project.

9.8.2 Guiding Principles

Our intent is to work together to establish a long-term partnership between our companies. The project will last months, but the business relationship will last for years.

The following guiding principles will assist in meeting this goal:

- Openness, honesty, credibility, and trust in all communications.
- All parties will conduct themselves with respect in all situations.
- Two-way communication, with feedback valued and requested.
- Understanding that different team members may have different objectives for the solution. We will seek to understand each other's point of view and work collaboratively to find solutions to problems.
- Recognition that this is a project and not normal daily operations. All team members may not be accustomed to the demands of a project and will have to readily adjust to the needs of meeting deadlines and multi-tasking for this project to be successful.
- Project Team and Management ownership of the communication program with ongoing commitment to the communications process.
- Recognition that the project schedule is our agreed to timeframe for the completion of the work and that we will work together to ensure that the schedule remains viable by collaborative coordination of our teams' efforts and transparent communications.
- Adhering to decisions made. This is vital to minimize impact on the Project Schedule. If later, adjustments are absolutely required, they can be made following the Change Management process.
- Incorporate SmartWorks best practices when possible, to maximize the capability of the Solution.
- Focus on our project goals and on activities that will continue to move the project forward to a successful outcome.

These principles define how we wish to work together during the implementation of the Solution. Due to the pressures of a project such as this and the inevitable risks (unknowns) that will be introduced over the life of the project, there may be times when both parties may not feel we are working well together or towards the same objectives. At those times both parties will refocus on the critical importance of the project, review the guiding principles, and find a mutually agreeable path through the difficulties.

9.8.3 Goals of Communication Strategy

During the Project Kick Off meeting, a Communication Plan will be presented and reviewed with Customer staff based on the following Communication Strategy:

- Keep people informed on project status
- Focus on communication to effectively prepare Customer for their software rollout
- Focus on communication to build support for project
- Monitor effectiveness of communication

9.8.4 Effective Communication Guidelines

- There are multiple audiences for project communications

- Communication needs to be:
- Tailored to specific groups
- Regular and informative
- Real-time and relevant
- Communication content needs to be of interest to the target audience

Following is the proposed communication plan for the project:

What	Who / Target	Purpose	When / Frequency	Type/Method(s)
Project Kick Off	All stakeholders	Communicate plans and stakeholder roles/responsibilities.	At or near Project Start Date	Remote Meeting
Status Reports	All stakeholders and Project Office	Update stakeholders on progress of the project.	Weekly	Distribute electronically using agreed Status Report template
Team Meetings	Entire Project Team	To review detailed plans (tasks, assignments, and action items) and risks.	Weekly	Meeting Review Project Plan, Status Reports, and Risk Log
Project Management Status Meetings	Sponsor(s) and Project Manager (SmartWorks, Customer, AMI Vendor, CIS Vendor)	Update Sponsor(s) on status and discuss critical issues. Seek approval for changes to Project Plan.	Weekly	Meeting
Executive Sponsor Meetings	Executive Sponsor(s) and Project Manager(s)	Update Sponsor(s) on status and discuss critical issues. Seek approval for changes to Project Plan.	Monthly	Meeting

9.8.5 Work Management Approach

Work will be managed through the use of the Project Schedule. The SmartWorks Project Manager will have the responsibility to create and maintain the Project Schedule for the modules and integrations listed in this Statement of Work. It is expected that Customer Project Manager will work in conjunction with the SmartWorks Project Manager to ensure that key Customer activities that impact the project are also contained in the Project Plan.

During and after the User Acceptance Testing phase, the SmartWorks TeamSupport solution will be used to track project issues such as bugs or other lower level action items. The entire project team (SmartWorks / Customer) will have access to TeamSupport.

9.8.6 Change Management Approach

This document serves as the complete understanding, between Customer and SmartWorks, as to what the current Statement of Work entails. Customer and/or SmartWorks may propose changes to the scope of work defined in this document ("Change"). The Change Order Form (Appendix A) must be used for all change requests. SmartWorks shall have no obligation to commence work in connection with any change until the fee and schedule impact of the change is agreed upon in a written Change Order Form signed by the designated representatives from both parties.

Upon a request for a change, SmartWorks shall submit the standard Change Order Form describing the change, including the impact on the schedule, budget, scope and expenses. The Change Management Process that will be employed is defined below:

- Identify and document proposed change
- Assess impact of proposed change
- Estimate required effort / cost of proposed change
- Submit Change Order for Approval / Disapproval
- Communicate Change Order Decision
- If Change Order is Approved:
 - Assign responsibility
 - SmartWorks to update Project Plan as needed
 - If there are project delays due to Change Request, SmartWorks may create subsequent Change Requests to address those delays
 - Monitor and report progress

Within ten (10) consecutive business days of receipt of the Change Order Form, Customer shall either:

- Accept the proposed change by signing the Change Order Form, or
- Reject the proposed change and inform SmartWorks Project Manager via email.

If SmartWorks is advised not to perform the change, or in the absence of Customer acceptance or rejection within ten (10) days, then SmartWorks:

- Will not perform the proposed change and will proceed only with the original services
- May create a new Change Request to accommodate the expenses incurred during the discussion of the proposed change. This may happen only in cases where:
 - Customer takes longer than ten (10) days to reach the decision, or does

- o not reach a decision, and/or
- o Overall project timeline, budget or scope are affected.

9.8.7 Risk Management Approach

Risk Management planning is an important part of project management and a core component of the SmartWorks Project Implementation Methodology. Risk Management planning is about defining the process of how to engage and oversee risk management activities for a project. Having a viable plan on how to manage risk allows one to mitigate risk versus attempting to decide in the midst how to handle a risk. The earlier Risk Management planning is engaged within the project increases the probability of success of risk mitigation activities. Risk Management planning will be initiated at the start of the project by having the initial discussion with Customer prior to, or during the Project Kick Off Meeting.

Risks can be raised by any project stakeholder, including project team members, Customer, third-party integrators, or vendors during the project.

Risks will be entered on the Risk Log and categorized by type and priority. The Project Manager will investigate the risk and, if necessary, will update the Risk Log with background information to place the risk in perspective.

At a minimum, the following information will be captured and tracked for all risks:

- RISK ID – each risk should have a unique ID
- TITLE – short description of the risk (usually a few words or a sentence, helpful when reporting risks)
- DESCRIPTION – complete description of the risk, the more details the better
- IMPACT – impact to the project and/or business in terms of money, time, and/or quality
- PROBABILITY – indicate the probability of the risk
- SEVERITY – risk severity (typically values could be “critical”, “high”, “medium”, “low”)
- TYPE – type of risk (e.g. technical, process, organizational, etc.)
- RISK MITIGATION PLAN – detailed description of actions (including dates and owners) required mitigating the risk
- STATUS – current status of the risk (typical values are “open” or “closed”)

The following Risk Matrix will be used to establish the severity of risk:

PROBABILITY	High (3)	3	6	9
	Medium (2)	2	4	6
	Low (1)	1	2	3

	Low (1)	Medium (2)	High (3)
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Throughout the duration of the project, as risks are identified they will be added to the Risk Log and will be reviewed at weekly Status Meetings with the team to determine the possibility of occurrence and the best plan for mitigation.

If identified risk(s) and/or mitigation strategies are deemed to have an effect on project timeline, or budget, or scope, a Change Request may be created, as per section 0, to address those concerns.

Based on SmartWorks’ experience, the following have been identified as dependencies that could have negative effect on project timeline, cost and/or scope and could become potential risks:

- VPN ports not opened for SmartWorks personnel and for communication between integration points
- AMI not ready on time, or not sending the data
- Data source not ready for DataSync
- Resources not available to provide required information

Early engagement and commitments on timelines by all parties can significantly reduce risks linked to the above dependencies. SmartWorks will do its best to not change assigned personnel during the course of this project. Should any change be considered, SmartWorks will communicate such consideration to Customer.

9.8.8 Acceptance Management Approach

In collaboration with Customer, SmartWorks will develop and maintain a central listing of all Deliverables and Work Products to be completed throughout the project “**Deliverable Acceptance Criteria Document**”. The Deliverable Acceptance Criteria Document will also set forth the acceptance criteria for each deliverable (“**Deliverable Acceptance Criteria**”).

A baseline version of the Deliverable Acceptance Criteria document will be created through a combined effort between SmartWorks and Customer during the Initiation and Build phase. The Deliverable Acceptance Criteria Document will be reviewed with Customer regularly and updated to record the approval of the Deliverables as they are accepted. The approvals of the Deliverables in the Acceptance Criteria document will

constitute final system acceptance.

A core component of the Deliverable Acceptance Criteria Document will be the execution of the test plan and test cases. The Testing Plan, also created in the Initiation and Build phase, and the Test Case Scenarios, created during the Initiation and Build phase, are customized specific to the implementation for Customer. The Test Plan and Test Case Scenarios are used for testing and will be provided to Customer for their own review and testing of the system. SmartWorks Implementation Team and Customer staff will work as a team to ensure that exhaustive testing is carried out. During the Testing phase, when the system testing is being executed, the Project Team will be meeting to review the testing status and ensure that scheduled testing is being carried out.

Once system testing has been completed, and Customer staff has been trained on the system, Customer staff will have the necessary tools to review the system for acceptance. Customer will have access to its own instance of the SmartWorks Software, loaded with their data, to train and test on. SmartWorks Consultants assigned to Customer will provide training of the system to the staff, along with training documents, consisting of User Guides and PowerPoint. Training will be conducted onsite and using WebEx sessions, phone calls and documentation when needed.

9.8.9 Implementation Approach – Phases, Deliverables, Key Milestones

Successful implementation is based on SmartWorks' understanding of Customer requirements and experience gained through the implementations of SmartWorks Software at various Customers across North America. 's project will leverage SmartWorks' Implementation Methodology which has been honed and perfected over the company's long history to successfully guide project implementation from Initiation to Deployment.

9.8.10 Implementation Methodology

The SmartWorks Methodology is based on the following guiding principles:

- *Promote and foster customer ownership of solution;*
- *Establish and maintain consistent and regular touchpoints with Customer;*
- *Ensure that project performance is visible, measurable, tracked and risks identified and mitigated – No Surprises!; and*
- *Seek to minimize customer cost and time while still achieving project objectives.*

The Implementation Methodology consists of two main areas: **Project Management** and **SmartWorks Software Implementation Management** where each has associated (where applicable):

- Processes / Checklists / Matrices that define how to operate;
- Deliverables that are formal outputs that require Customer sign-off;

- Work Products that are outputs produced as part of the work required to achieve the desired project goals; and
- Tools / Assets that are leveraged to produce defined outputs.

The **Project Management** area defines how projects are managed. It includes:

- **Communication/Status Management** aimed at establishing internal and external communications as well as monitoring and communicating project status and effort spent;
- **Relationship Management** aimed at measuring the pulse of Customers and partners;
- **Work Management** aimed at capturing and monitoring effort, cost and work to be performed;
- **Change Management** aimed at defining and controlling project scope;
- **Risk Management** aimed at planning, mitigating, tracking and monitoring risks;
- **Acceptance Management** aimed at ensuring that expected deliverables are delivered and accepted; and
- **Financial/Contract Management** aimed at monitoring project financial health.

The **Implementation Management** area defines the Implementation Phases and associated Work Products and Deliverables that are part of this project. The Implementation Phases are defined in the following table:

Implementation Phases	Objectives	Key Work Products and Activities	Deliverables
Phase I Initiation and Build Key Milestones <ul style="list-style-type: none"> • <i>Kick Off Meeting Held</i> • <i>Project Plan Reviewed/Updated</i> 	<ul style="list-style-type: none"> • <i>To Kick Off project and establish successful working relationship</i> • <i>To obtain detailed agreement on Project Plan</i> • <i>To install and perform base configuration work</i> 	<ul style="list-style-type: none"> • <i>Kick Off Meeting</i> • <i>Implementation Questionnaire</i> • <i>Acceptance Criteria Document</i> • <i>Initial Configuration complete</i> • <i>Physical Architecture Recommendation</i> 	<ul style="list-style-type: none"> • <i>SmartWorks Software installation</i> • <i>Software Overview Training Session</i>

Implementation Phases	Objectives	Key Work Products and Activities	Deliverables
Phase II Analysis Key Milestones <ul style="list-style-type: none"> Integration Documents signed Functional and Integration Requirement Document signed 	<ul style="list-style-type: none"> To demonstrate base configuration functionality Conduct Discovery Sessions To obtain an agreement on what is remaining to be delivered 	<ul style="list-style-type: none"> Discovery Session(s) Summary 	<ul style="list-style-type: none"> Functional and Integration Requirements Document
Phase III Development Key Milestones <ul style="list-style-type: none"> Solution Feature / Code / Configuration Complete 	<ul style="list-style-type: none"> To configure according to requirements and build the Solution components To write associated test cases that Customer would execute for acceptance of the Solution 	<ul style="list-style-type: none"> Test Scenarios / Cases User Acceptance Test Scripts Base Solution Installed and Configured 	<ul style="list-style-type: none"> SmartWorks Software configuration SmartWorks Software integration
Phase IV Testing Key Milestones <ul style="list-style-type: none"> User Acceptance Testing Complete 	<ul style="list-style-type: none"> To move the Solution to a known state of quality and ready for deployment To train customer on their Solution 	<ul style="list-style-type: none"> Functional Testing Results Integration Testing Results User Acceptance Test (UAT) Results Accepted Solution per UAT 	<ul style="list-style-type: none"> Functional and Process Training User Acceptance Testing Support Go-Live Plan Document

Implementation Phases	Objectives	Key Work Products and Activities	Deliverables
Phase V Deployment <i>Key Milestones</i> <ul style="list-style-type: none"> <i>Solution Live</i> 	<ul style="list-style-type: none"> <i>To move the Solution into a production environment state and transition support to the operations team</i> 	<ul style="list-style-type: none"> <i>Solution Live</i> 	<ul style="list-style-type: none"> <i>Installation Acceptance</i>

To minimize project costs, the majority of project work will be performed at one of the SmartWorks’ locations except for key project activities such as Discovery Sessions where face-to-face is deemed more effective for a successful project. Throughout the project, SmartWorks’ Project Team will be engaged with Customer using WebEx sessions to review configuration work and provide remote support.

9.8.11 Implementation Timeline

The estimated duration to implement the SmartWorks Software within scope is approximately 8-10 months.

The actual duration and scheduling of project activities will be evaluated during the Initiation and Build phase and a detailed baseline Project Plan will be jointly created at that time.

A baseline plan will be delivered within fourteen (14) calendar days of the project Kick Off Meeting allowing Customer an opportunity to review the Project Plan over the next ten (10) business days. If Customer does not agree to the proposed Project Plan, Customer and SmartWorks will work collaboratively to develop a mutually agreeable plan within a reasonable timeline.

The Project Plan will include a project completion date (the date where project is completed based on the criteria in section 9.12 Project Completion Criteria). The Project Plan will be reviewed periodically during the project and may be revised. Changes to the project completion date will require a Change Order if it is mutually determined that the delay in completion is the fault of the Customer or Customer’s third-party vendors.

9.9. Validation/Testing Approach

Systems Testing is an activity that is addressed through all Phases of the SmartWorks Software Implementation Methodology but is the focus of the Testing Phase.

To ensure that a quality Solution is delivered to Customer, the Testing Phase focuses on validating that the configured and developed Customer Solution performs per agreed upon requirements for each module. This includes three (3) main testing activities:

- **Unit Testing to test** individual Solution components to validate that each component meets the specifications set forth during the project.
- **Functional Testing** to test the core Solution components (Configuration, Interfaces, Reports, and Modifications) against agreed upon requirements as defined in the Functional and Integration Requirements Document based on the test cases and scenarios developed during the Development phase.
- **Integration Testing** to test the end-to-end process based on business processes and scenarios developed during the Development phase.
- **User Acceptance Testing** to provide Customer the opportunity to validate that Solution behaves per agreed upon requirements as defined in the Functional and Integration Requirements Document based on the test cases and selected scenarios collaboratively developed with Customer during the Development phase. User Acceptance Testing sign-off per agreed upon criteria is necessary to move to Deployment phase.

The progress for performing the three (3) testing activities will be logged into TeamSupport. At a minimum, the TeamSupport will include the following information:

- The test name
- The objective for performing the test
- A Description of the steps required to perform the test “**Test Script**”
- The expected result that will demonstrate the test is successful “**Test Acceptance Criteria**”
- The actual result observed after performing the test “**Test Result**”

Prior to commencing Functional Testing and Integration Testing activities, the Test Scripts and Test Acceptance Criteria will be documented in TeamSupport by SmartWorks using Test Scripts that have been defined by SmartWorks.

While performing testing activities, the tester will update the TeamSupport with the Test Result and will make a determination as to whether the result meets the Test Acceptance Criteria.

Functional Testing and Integration Testing will be performed by SmartWorks. User Acceptance Testing will be performed by Customer with support from SmartWorks.

9.9.1 User Acceptance Testing Procedure

Once Functional Testing and Integration Testing have been completed, and Customer staff has received Functional Process Training, Customer staff will have the necessary tools to perform User Acceptance Testing.

Prior to commencing User Acceptance Testing activity, the Test Scripts and Test Acceptance Criteria will be documented in TeamSupport by SmartWorks collaboratively with Customer.

Customer will have its own instance of The SmartWorks Software, loaded with its data, to train and test on. The Application SmartWorks assigned to Customer will provide the documents and training of the system to the staff. Training will be conducted onsite and using WebEx sessions, phone calls and documentation as needed.

Customer will have a defined period of time to perform User Acceptance Testing on the Solution (including testing in a live production environment) (the “**Acceptance Testing Period**”). The length of the Acceptance Testing Period will be defined in the Detailed Project Plan. This User Acceptance Testing Period will begin upon formal written notification from SmartWorks to Customer that the SmartWorks Software has been configured and is ready for testing. During such Acceptance Testing Period, both Parties shall work diligently and dedicate the appropriate resources to conclude the evaluation in a timely and efficient fashion.

If the Solution substantially meets the Functional and Integration Requirements Document, and substantially satisfies the testing criteria set forth in TeamSupport (together the “**Solution Acceptance Criteria**”), Customer will provide SmartWorks with written acceptance notice thereof, and the date of such notice to be the “**Actual Solution Acceptance Date**”.

In the event Customer determines that the results of a test do not meet the Solution Acceptance Criteria, following the initial User Acceptance Testing cycle, Customer will provide SmartWorks with written notice thereof, specifying in reasonable detail how the Solution failed to meet the Solution Acceptance Criteria. If Customer delivers to SmartWorks such notice of retesting, SmartWorks shall make all necessary corrections, repairs, fixes, modifications, or additions to or replacements of all or any part of the rejected SmartWorks Software as well as integrations for which SmartWorks is responsible so that it conforms to and performs in accordance with the Solution Acceptance Criteria. SmartWorks will have a defined period of time “**Correction Period**” to correct any deficiency, after which the User Acceptance Testing will be resumed. The Correction Period will be defined in the Detailed Project Plan. Should the Customer require additional testing outside of SmartWorks’ standard testing routines, such as for Disaster Recovery, these can be brought into scope via Change Order.

In the event retesting is required by Customer, the User Acceptance Testing process will then be repeated.

Customer shall not unreasonably reject or fail to accept the Solution based on any Severity 3 issues, as defined in the table below.

Severity Level	Description
1	<ul style="list-style-type: none"> • System Down (Software Application, Hardware, Operating System, Database) • Program errors without workarounds • Incorrect calculation errors impacting one-third of records • Error messages preventing data integration and update • Performance issues of severe nature impacting critical processes • Security Issues
2	<ul style="list-style-type: none"> • System errors that have workarounds • Calculation errors impacting less than one-third of records • Reports calculation issues • Performance issues not impacting critical processes • Usability issues • Workstation connectivity issues (Workstation specific)
3	<ul style="list-style-type: none"> • Training questions, how to, or implementation of new processes • Aesthetic issues • Issues where a workaround is available for a large majority of cases • Recommendations for enhancements on system changes • Questions on documentation • Test environment issues or questions

During the Acceptance Testing Period, Customer may in collaboration with SmartWorks, acting reasonably, extend the Acceptance Testing Period, the Correction Period, and the Expected Solution Acceptance Date (such that the extended Acceptance Testing Period shall expire on the revised Expected Solution Acceptance Date). During the Acceptance Testing Period, Customer should provide written notification to SmartWorks of any deficiency of a test result. Any issues identified after the end of the Testing Period will be address by SmartWorks according to the Support and Maintenance agreement.

9.10. Software Progression and Configuration Management

During the course of the project, updates are performed as described in the table below.

Phase(s)	Environment	Updates	Details
Initiation and Build Analysis Development	Pre-production	Configuration	Performed on an ongoing basis by SmartWorks Implementation Team. No Customer approval required.
		Software updates	Performed on an ongoing basis by SmartWorks Implementation Team. No Customer approval

Phase(s)	Environment	Updates	Details
			required.
		Software upgrades	Not performed without prior agreement between SmartWorks and Customer.
Testing	Pre-production	Configuration	Performed to address issues raised as a result of UAT.
		Software updates	Performed to address issues raised as a result of UAT. Release notes will be available upon request.
		Software upgrades	Not performed.
Deployment	Pre-production	Configuration	Performed for items related to Go-Live deployment activities.
		Software updates	Not performed, unless issues found during Go-Live deployment activities. Requires agreement between SmartWorks and Customer.
		Software upgrades	Not performed.
Deployment	Test*	Configuration	Can be performed by Customer to test additional configurations for Post Go-Live.
		Software updates	Not performed, unless exception scenario is encountered. Requires agreement between SmartWorks and Customer.
		Software upgrades	Not performed.
Post Go-Live	Pre-production & Test	Configuration	See Software Support Agreement
		Software updates	See Software Support Agreement
		Software upgrades	See Software Support Agreement

*Once the Test instance is setup during the Deployment phase, the migration of items (configuration, updates or upgrades) from Test to Production will be evaluated for each scenario and a plan will be agreed upon between Customer and SmartWorks.

9.11. Customer Resource Involvement

SmartWorks strongly believes that a successful implementation project requires that both Customer and SmartWorks resources work openly and collaboratively towards a common objective. As such, Customer's involvement will be required through all phases

of the implementation project. SmartWorks also believes that the involvement of key Customer resources will help with the organizational change management activities that are essential to obtain acceptance of the new solution.

The factors that will determine the size of Customer's team includes the following:

- The level and expertise of each of the Customer Project Core Team members;
- The ability of Customer Project Manager to make decisions regarding the project;
- Whether current job responsibilities will interfere with Core Team responsibilities;
- The amount of business reengineering that Customer determines is necessary; and
- The number of personnel that Customer will use to run their Solution, which in turn affects the amount of training needed.

Based on SmartWorks' experience with other clients, the following list outlines the anticipated involvement of Customer throughout the implementation project, by phase.

9.11.1 Phase I: Initiation and Build

1. Work with the SmartWorks to develop the Project Schedule.
2. Identify users of the Solution.
3. Complete the Implementation Questionnaire provided by SmartWorks. This questionnaire provides SmartWorks with the technical and environmental details required to configure the SmartWorks Software.
4. Ensure that any third-parties required for the success of this project such as the AMI and CIS vendors have been informed and that they are ready to participate and contribute on an as-required basis.
5. Install VPN connection(s).
6. Assist with ensuring that SmartWorks Software is accessible from within Customer environment.

9.11.2 Phase II: Analysis

1. Ensure the staff members that have been identified to participate in Discovery Session(s) are available on dates agreed to and scheduled.

9.11.3 Phase III: Development

1. Provide and ensure all required technical staff are available on dates agreed to and scheduled.
2. Create User Acceptance Testing Plan, including Test scenarios.

9.11.4 Phase IV: Testing

1. Determine the appropriate staff to be trained.
2. Ensure the staff members that have been identified to participate in the training sessions are available on dates agreed to and scheduled.
3. Assist with Functional / Integrated Testing.
4. Conduct User Acceptance Testing.

5. Log issues in the SmartWorks TeamSupport system (a web-based issue tracking system). The issues logged in TeamSupport will be addressed by SmartWorks Consultants per triage and priority.
6. Assist SmartWorks in developing a Go-Live Plan Document.

9.11.5 Phase V: Deployment

1. Assist in activities as defined within the Go-Live Plan Document.

9.12. Project Completion Criteria

Milestone	Deliverable/ Completion Criteria	Assumptions/Dependencies
Contract execution		<ul style="list-style-type: none"> • Agreements signed by all parties
Software installation	<ul style="list-style-type: none"> • Pre-production system provisioned 	<ul style="list-style-type: none"> • Introduction call between SmartWorks and Customer Project Managers held prior to installation
Discovery Session held	<ul style="list-style-type: none"> • Team Introduction • Confirm project planning and review of Statement of Work • Initial review of Data Mapping requirements and implementation Questionnaire 	<ul style="list-style-type: none"> • Data Mapping requirements and implementation Questionnaire have been presented but will be updated throughout the project
Initial DataSync integration completed	<ul style="list-style-type: none"> • Initial Data Mapping requirements completed • Initial Implementation Questionnaire completed • Initial DataSync completed for pre-defined test meters • Compass Overview training session has been delivered 	<ul style="list-style-type: none"> • Customer provided timely input for the documentation presented during Kick Off • Acceptance only includes pre-defined test meters • 3rd parties provided requested data as per agreed upon schedule • Initial DataSync setup refers to the initial setup and may need further configuration before Completion of Integration Milestone.
Initial AMI integration completed	<ul style="list-style-type: none"> • Initial Implementation Questionnaire completed • AMI data populated in MDM for pre-defined test meters • Compass Overview training session has been delivered 	<ul style="list-style-type: none"> • Customer provided timely input for the documentation presented during Kick Off • Acceptance only includes pre-defined test meters • 3rd parties provided requested data as per agreed upon schedule • Initial AMI integration refers to the initial file delivery and setup. Further configuration will be needed before Completion of Integration Milestone.

Milestone	Deliverable/ Completion Criteria	Assumptions/Dependencies
Completion of Process and System Review	<ul style="list-style-type: none"> Initial integrations as defined in section 3 of the SOW have been delivered Process and System Review as defined in section 2.8 has been delivered 	
Delivery of requirements documents	<ul style="list-style-type: none"> Discovery Sessions have been held (as outlined in Section 2.8) Initial requirements documents have been delivered to Customer for review 	<ul style="list-style-type: none"> Acceptance linked to initial delivery of documents Customer will complete review and comment on each draft of the Requirements Document within 10 Business Days to maintain adherence to the project schedule.
Completion of Functional and Process Training	<ul style="list-style-type: none"> Software modules as defined in section 2.5 available Training as defined in section 2.8 has been delivered 	<ul style="list-style-type: none"> SmartWorks provides agenda prior to training SmartWorks provides training plan prior to training Customer is engaged and completes training exercises Configuration has been completed, as mutually agreed upon between SmartWorks and Customer PMs
Completion of UAT	<ul style="list-style-type: none"> Test results documented by Customer Severity level 1 tickets have been addressed 	<ul style="list-style-type: none"> Test scripts have been defined by Customer Customer resources are available to perform testing for a period of 10 business days Tickets logged after completion of UAT will not delay acceptance
Transition to Support	<ul style="list-style-type: none"> Transition to Support meeting has been held 	

The Implementation Project is deemed complete once the following criteria have been met:

- An agreed upon sample of AMI meters representing different meter types and location classes have been installed and tested during User Acceptance Testing, within the project timeline indicated in section 9.8.11.
- Solution Acceptance has been given by Customer.
- SmartWorks Software Functionality within scope of this SOW has been deployed for a minimum of thirty (30) calendar days "Post Implementation Grace Period".
- Severity Level 1 issues identified during the Post Implementation Grace Period have been addressed. The Severity Matrix Table presented in section 9.8.7, defines the Severity Level 1 issues.

Customer will be transitioned to support upon completion of the project. Severity Level

2 and 3 issues logged in Team Support within the first three (3) weeks of the Post Implementation Grace Period will be reviewed by the Implementation Team prior to the transition to support and if possible, will be addressed prior to the end of the Grace Period. After the transition to support all outstanding Severity Level 2 and 3 issues will be addressed following the Master Support and Maintenance Agreement.

9.12.1 Completion Criteria Summary

Milestone	Deliverable/ Completion Criteria	Assumptions/Dependencies
Contract execution		<ul style="list-style-type: none"> • Agreements signed by all parties
Software installation	<ul style="list-style-type: none"> • Pre-production system provisioned 	<ul style="list-style-type: none"> • Introduction call between SmartWorks and Customer Project Managers held prior to installation
Discovery Session held	<ul style="list-style-type: none"> • Team Introduction • Confirm project planning and review of Statement of Work • Initial review of Data Mapping requirements and implementation Questionnaire 	<ul style="list-style-type: none"> • Data Mapping requirements and implementation Questionnaire have been presented but will be updated throughout the project
Initial DataSync integration completed	<ul style="list-style-type: none"> • Initial Data Mapping requirements completed • Initial Implementation Questionnaire completed • Initial DataSync completed for pre-defined test meters • Compass Overview training session has been delivered 	<ul style="list-style-type: none"> • Customer provided timely input for the documentation presented during Kick Off • Acceptance only includes pre-defined test meters • 3rd parties provided requested data as per agreed upon schedule • Initial DataSync setup refers to the initial setup and may need further configuration before Completion of Integration Milestone.
Initial AMI integration completed	<ul style="list-style-type: none"> • Initial Implementation Questionnaire completed • AMI data populated in MDM for pre-defined test meters • Compass Overview training session has been delivered 	<ul style="list-style-type: none"> • Customer provided timely input for the documentation presented during Kick Off • Acceptance only includes pre-defined test meters • 3rd parties provided requested data as per agreed upon schedule • Initial AMI integration refers to the initial file delivery and setup. Further configuration will be needed before Completion of Integration Milestone.
Completion of Process and System Review	<ul style="list-style-type: none"> • Initial integrations as defined in section 3 of the SOW have been delivered • Process and System Review as defined in section 2.8 has been delivered 	
Delivery of requirements documents	<ul style="list-style-type: none"> • Discovery Sessions have been held (as outlined in Section 2.8) 	<ul style="list-style-type: none"> • Acceptance linked to initial delivery of documents

	<ul style="list-style-type: none"> Initial requirements documents have been delivered to Customer for review 	Customer will complete review and comment on each draft of the Requirements Document within 10 Business Days to maintain adherence to the project schedule.
Completion of Functional and Process Training	<ul style="list-style-type: none"> Software modules as defined in section 2.5 available Training as defined in section 2.8 has been delivered 	<ul style="list-style-type: none"> SmartWorks provides agenda prior to training SmartWorks provides training plan prior to training Customer is engaged and completes training exercises Configuration has been completed, as mutually agreed upon between SmartWorks and Customer PMs
Completion of UAT	<ul style="list-style-type: none"> Test results documented by Customer Severity level 1 tickets have been addressed 	<ul style="list-style-type: none"> Test scripts have been defined by Customer Customer resources are available to perform testing for a period of 10 business days Tickets logged after completion of UAT will not delay acceptance
Transition to Support	<ul style="list-style-type: none"> Transition to Support meeting has been held 	

9.13. Assumptions

The Services, fees and delivery schedule for this project are based upon the following assumptions:

- This SOW defines the scope of work for SmartWorks and does not include any work or expenses required from other vendors including GIS, AMI, etc.**
- This project currently has, and will continue to have, the support of senior Customer management and will be assigned sufficient priority with respect to other projects to ensure its success.
- Customer will assign a Project Manager to act as an internal resource and guide throughout this project.
- Customer will secure the appropriate staff in a timely fashion in order to discuss or review the various materials produced when required, provided SmartWorks gives reasonable notice of such request.
- SmartWorks will provide a written agenda and notice of any prerequisites to prior to any onsite or remote sessions.
- SmartWorks will provide adequate resources to support the efforts to complete the project as schedules and within the constraints of the project budget.
- SmartWorks will provide the resumes for resources assigned to the project upon 's

request.

8. The SmartWorks Solution implementation is dependent upon accurate and timely information cooperation and delivery of third-party vendors solutions in order to achieve functional integration. SmartWorks will identify those dependencies to Customer and create a mutually agreed schedule to provide the assistance and information. Customer will ensure the cooperation and involvement of third-party vendors on or before the agreed schedule date. Failure to achieve delivery of the identified dependency on the agreed schedule will result in a change order being issued.
9. Customer will secure, as required and in a timely fashion, the assistance and cooperation of third-party vendors (e.g. AMI, AMR,) to ensure a successful implementation. A Change Order will be created if the third-party vendor is unavailable or non-cooperative and as such results in an impact to the schedule or effort.
10. Third-Party vendor solutions are able to provide data required by the SmartWorks Software as well as accept information provided by the SmartWorks Software.
11. All third-party software and hardware products are assumed to perform correctly in Customer environment, in accordance with the appropriate third-party vendor's specifications.
12. Any upgrade to third-party software resulting in changes to the initial integrations requirements, will be subject to a Change Order during implementation. A separate quote will be issued after transition to Support has occurred.
13. All documentation provided by Customer shall be up-to-date and accurate or if that is not the case, advise SmartWorks as such.
14. All network components supplied by Customer are working properly and are free of defects and will meet minimum industry standards provided during the project.
15. To minimize project costs, the majority of project work will be performed at one of the SmartWorks' locations except for project activities where onsite is deemed more effective.
16. Customer will provide the appropriate monitored remote access to its network, facilities, and systems as may be required to perform activities from one of SmartWorks' locations. SmartWorks shall abide by all rules and directions of Customer when accessing Customer's network, facilities or. A Change Order will be created if appropriate remote access to its network is not available during agreed upon business hours, resulting in project delay or additional fees.
17. Any items not explicitly identified within this document are considered out of scope. Any changes to those responsibilities and/or deliverables will be considered a change in scope for the project. Any proposed change to the project scope must be put into written format and be submitted to SmartWorks during this project for review and consideration.

10. Document Acceptance and Sign off

Accepted on this day by:

AUGUSTA UTILITIES DEPARTMENT

City of Augusta

Systems & Software

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

**STATE OF GEORGIA
COUNTY OF RICHMOND**

MAINTENANCE AGREEMENT

TOWNHOMES AT WINDSOR, PHASE 2

Private Streets

(Water Distribution System and Gravity Sanitary Sewer System)

THIS AGREEMENT, entered into this ____ day of _____, 20____, by and between WINDSOR TOWNHOMES OF AUGUSTA, LLC, a Georgia corporation, hereinafter referred to as the "DEVELOPER", and AUGUSTA, GEORGIA, a political subdivision of the State of Georgia, acting by and through the Augusta-Richmond County Commission, hereinafter referred to as "AUGUSTA":

WITNESSETH

WHEREAS, DEVELOPER has requested that AUGUSTA accept the water distribution system and the gravity sanitary sewer system, for the subdivisions known as Townhomes at Windsor, Phase 2, as shown by a Deed of Dedication, contemporaneously tendered and recorded in the office of the Clerk of the Superior Court of Richmond County, Georgia, with this document; and

WHEREAS, AUGUSTA has adopted a policy requiring DEVELOPER maintain those installations and systems laid or installed in the subdivision, which AUGUSTA does accept by Deed, for a period of eighteen months;

NOW, THEREFORE, in consideration of the premises, the expense previously incurred by DEVELOPER and the mutual agreement hereinafter set out, IT IS AGREED that:

(1) AUGUSTA accepts the water distribution system and gravity sanitary sewer main for the subdivision, respectively described in the Deed contemporaneously tendered herewith to the Augusta Commission and that said water distribution system and gravity sanitary sewer system were duly inspected by the Augusta Utilities Department and said systems did pass said inspection.

(2) DEVELOPER agrees to maintain all the installations laid or installed in said subdivisions as described in said Deed for a period of eighteen (18) months from the date of the acceptance of said Deed of Dedication by the Augusta Commission.

(3) DEVELOPER agrees that, if during said eighteen-month period there is a failure of the installations laid or installed in said subdivisions described in the Deed due to failure or poor workmanship, the DEVELOPER

shall be responsible for adequate maintenance and repair.

- (4) DEVELOPER agrees that AUGUSTA will not accept any water service, water meter, sewer service, or cleanout that is located within any driveway, paved area, residential parking area or sidewalk per *Augusta-Richmond County, Georgia Minimum Standards for the Design and Construction of Water and Wastewater Systems*, which can be found on the Augusta, Georgia official website under the Utilities Department, any of the services that fall within the locations shall be relocated at the expense of the Developer, Owner, and/or the entity or person by whom the property is owned at the time the services were constructed or laid within the locations. Said relocations may include new services, as needed, and as determined by AUGUSTA. Before said services may be relocated, AUGUSTA must be notified as to whom will be relocating the services and permission must be obtained. AUGUSTA must be granted the opportunity to inspect the services relocations, before they are covered up.
- (5) In the event of such failure of the improvements, AUGUSTA shall notify DEVELOPER and set forth in writing the items in need of repair. DEVELOPER shall present, within fifteen (15) business days of the date of said writing, its proposed plan of repair and shall have the repairs completed in a reasonable time, as determined by AUGUSTA.
- (6) If, in the event of an emergency, as determined by AUGUSTA, DEVELOPER is unable to respond in a timely manner, AUGUSTA shall be authorized to erect barricades, and/or traffic direction devices and such other temporary measures as are necessary to remedy the emergency nature of the problem, at DEVELOPER'S expense and allow DEVELOPER time to make the needed repairs in a reasonable time, as determined by AUGUSTA.
- (7) In the event DEVELOPER fails to comply with the terms of this agreement and perform such repairs as indicated in paragraph (4) and/or paragraph (5) within the designated timeframe, then AUGUSTA shall proceed to have the necessary corrective work done, and DEVELOPER agrees to be responsible to AUGUSTA for payment, in full, of the costs of repairing the improvements due to failure of material or poor workmanship as liquidated damages and said payment shall be made to AUGUSTA within 30 days of receipt of invoice/bill.
- (8) This Agreement shall terminate eighteen (18) months after the date of the acceptance of said Deed of Dedication by the Augusta Commission.
- (9) In this Agreement, wherever herein the term DEVELOPER or AUGUSTA is used, the same shall be construed to include as well the heirs, executors, administrators, successors, legal representatives, and assigns of the same. The term DEVELOPER shall also be construed to mean the owner of the property at the time of the signing of this agreement.
- (10) This agreement shall be controlled by and construed in accordance with the laws of the State of

Georgia and the venue shall be Richmond County, Georgia.

(11) This agreement shall run with the land.

IN WITNESS WHEREOF, DEVELOPER has hereunto set its hand and seal and AUGUSTA has caused the execution of this agreement by and through its duly authorized officers and agents, with its seal affixed, the day and year first above written.

DEVELOPER:

WINDSOR TOWNHOMES OF AUGUSTA, LLC

Signed, sealed and delivered in the presence of

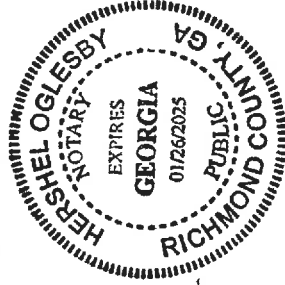
Joyany M Chapman
Witness

[Signature]
By:

Mark A. Green

As Its: Member

[Signature]
Notary Public
State of GEORGIA



County of RICHMOND

My Commission Expires: 1/26/2025
(SEAL)

ACCEPTED BY:

AUGUSTA, GEORGIA

Witness

By: _____

Garnett L. Johnson
As Its Mayor

Notary Public

Attest: _____

Lena Bonner
As Its Clerk of Commission

My Commission Expires: _____

(SEAL)

(Notary Seal)

**STATE OF GEORGIA
COUNTY OF RICHMOND**

**EASEMENT DEED OF DEDICATION
Water and Gravity Sanitary Sewer Systems
Private Streets
TOWNHOMES AT WINDSOR, PHASE 2**

In this agreement, wherever herein DEVELOPER or AUGUSTA is used, the same shall be construed to include as well the heirs, executors, administrators, successors, representatives and assigns of the same.

WHEREAS WINDSOR TOWNHOMES OF AUGUSTA, LLC, a corporation established under the laws of the State of Georgia, hereinafter known as “DEVELOPER”, owns a tract of land in Richmond County, Georgia, presently known as 2169 Julius Drive (PIN 131-0-026-02-0), on which DEVELOPER has constructed a townhome subdivision known as Townhomes at Windsor, Phase 2, and in which it has laid out a water distribution system and gravity sanitary sewerage system; and

WHEREAS it is the desire of DEVELOPER, to deed the water distribution system and the gravity sanitary sewer system, to AUGUSTA, GEORGIA, a political subdivision of the State of Georgia acting by and through the Augusta Commission. hereinafter known as “AUGUSTA”, for maintenance and control; and

WHEREAS a final plat for the above referenced subdivision has been prepared by James G. Swift & Associates and is dated March 3, 2024 and revised July 31, 2024. Said plat was approved by the Augusta-Richmond County Planning Commission on November 19, 2024, approved by the Augusta Commission on November 26, 2024, and filed in Realty Records section of the Clerk of the Superior Court of Richmond County, Georgia, in Realty Book 20, Pages 65-67. Reference is hereby made to all aforesaid plat for a more complete and accurate description as to the land herein described; and

WHEREAS AUGUSTA, by and through the Augusta Commission, has consented and agreed to accept and maintain said water distribution system and gravity sanitary sewerage system; and

WHEREAS DEVELOPER has agreed that neither AUGUSTA, nor any of its departments, shall maintain individual force mains and/or grinder pumps and that all said individual force mains and/or grinder pumps shall remain private; and

WHEREAS DEVELOPER further agrees that AUGUSTA will not accept any water service, water meter, sewer service, or cleanout that is located within any driveway, paved area, residential parking area or sidewalk per *Augusta-Richmond County, Georgia Minimum Standards for the Design and Construction of Water and Wastewater Systems*, which can be found on the Augusta, Georgia official website under the Utilities Department, any of the services that fall within the locations shall be relocated at the expense of the Developer, Owner, and/or the entity or person by whom the property is owned at the time the services were constructed or laid within the locations. Said relocations may include new services, as needed, and as determined by AUGUSTA. Before said services may be relocated, AUGUSTA must be notified as to whom will be relocating the services and permission must be obtained. AUGUSTA must be granted the opportunity to inspect the services relocations, before they are covered up; and

WHEREAS the road rights-of-way (ingress/egress) and storm drainage system are private and the maintenance, repair, replacement, or any other issues arising from the rights-of-way and storm drainage system, will be strictly the responsibility of DEVELOPER; and

NOW THEREFORE, this indenture made this _____ day of _____ 202____, between DEVELOPER as Grantor and AUGUSTA as Grantee,

WITNESSETH:

That DEVELOPER, its successors, assigns and legal representatives, for and in consideration of the sum of Ten and no/100 (\$10.00) Dollars, to it in hand well and truly paid by AUGUSTA, at and before the sealing and delivery of these presents, the receipt of which is hereby acknowledged and for the further consideration of the benefits to its property by the maintenance of said water distribution system and gravity sanitary sewerage system, by AUGUSTA, has and does by these presents, grant, bargain, sell and confirm unto AUGUSTA, its successors and assigns, the following, to-wit:

Easements in perpetuity shown as *50' Ingress/Egress Drainage & Utility Easement "A"* and *Utility Easement "B"*. These easements are accepted only for the water distribution system and the gravity sanitary sewerage system, as shown on the aforementioned plat, and any future utilities that Augusta may construct within said

easements. Augusta does not accept the ingress/egress, road(s) or the drainage system into its systems.

DEVELOPER agrees that all easements will run with the land and are granted together with all of the necessary rights of ingress and egress for the purpose of maintaining, expanding, repairing, adding, constructing, installing, extending, operating, replacing, laying and relaying pipelines carrying and transporting Augusta's utilities services; along with the further right to stretch communication lines, or other lines, for the use of AUGUSTA, its assigns, representatives, agents, and designees, upon or under said land, within said easement, with the necessary cables, wires, apparatus, fixtures and appliances; and with the right to assign this easement in whole or in part.

DEVELOPER further agrees that DEVELOPER shall maintain the roads, streets and ingress/egress as private streets, and covenants that its heirs, legal representatives, successors and assigns, shall repair, pave, or replace any private parking lot, road, street, ingress/egress, or any portion thereof, or any landscaping, through which AUGUSTA may excavate or perform other work in connection with repairs, construction, maintenance, or extension of its water distribution system and sanitary sewerage system, and shall grant to the AUGUSTA the necessary easement(s) in connection with such construction and/or extension.

DEVELOPER also grants AUGUSTA the right, but not the duty, to clear and keep clear, all trees, undergrowth and other obstructions from said permanent easements, along with the right of free ingress and egress to and from said permanent easements for this purpose and any other purpose granted within this document.

DEVELOPER agrees that no trees or other vegetation that may interfere with the laying, relaying, installing, extending, operating, repairing and maintaining of pipelines transporting and carrying utility services shall be planted on said easement(s) and that no fences (including but not limited to stone, brick or block), buildings, structures, or other permanent improvements shall be erected, constructed, or maintained thereon.

TO HAVE AND TO HOLD said water distribution system and gravity sanitary sewerage system, together with all and singular, the rights, members, appurtenances thereof to the same being, belonging, or in anywise appertaining to the only proper use, benefit and behoof of AUGUSTA, its successors and assigns forever.

AND DEVELOPER, its successors, assigns and legal representatives will warrant and defend the right and title to the above described property, to AUGUSTA, its successors and assigns, against all claims of all persons whatsoever.

IN WITNESS WHEREOF, DEVELOPER has hereunto set its hand and affixed their seals the day and year first above written.

DEVELOPER:

WINDSOR TOWNHOMES OF AUGUSTA, LLC

Jenny M Chapman
By: [Signature]
Mark A. Green

Mark A. Green

As Its: Member

Witness

[Signature]
Notary Public

State of GEORGIA

County of RICHMOND

My Commission Expires: 1/26/2025
(SEAL)



ACCEPTED:

AUGUSTA, GEORGIA

Witness

By: [Signature]
Garnett L. Johnson
As Its Mayor

Notary Public

Attest: [Signature]
Lena Bonner
As Its Clerk of Commission

State of Georgia, County of _____

My Commission Expires: _____

(SEAL)

(Notary Seal)

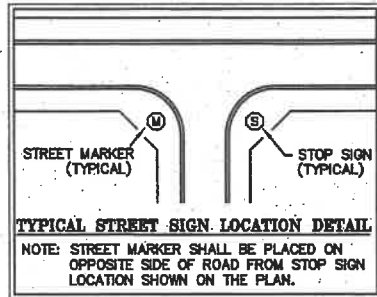
D: PLAT B: 20 P: 65
 Recorded: 12/10/2024 12:40 PM
 Doc # 2024030612 Pages: 3 Fees: \$30.00
 Hattie Holmes Sullivan
 Clerk of Superior Court, Augusta-Richmond County, GA
 eFile Participant Id: 4158728943

- NOTES:**
1. A 5' EASEMENT IS RESERVED ON ALL FRONT & SIDE LOT LINES AND A 10' EASEMENT IS RESERVED ON ALL REAR LOT LINES FOR DRAINAGE AND UTILITIES UNLESS OTHERWISE SHOWN.
 2. THERE ARE GENERAL EASEMENTS SHOWN OVER DRAINAGE SWALES TRaversing LOTS FOR THE ACCOMMODATION OF STORM WATER FLOW TO DRAINAGE STRUCTURES. THESE SWALES & EASEMENTS THERE TO & MAINTENANCE THERE OF SHALL REMAIN WITH THE PROPERTY OWNERS. PROPERTY OWNERS SHALL NOT OBSTRUCT ANY DRAINAGE SWALES. RICHMOND COUNTY WILL NOT MAINTAIN ANY SWALES OR DITCHES LOCATED ON LOTS.
 3. NO. 4 REBAR IRON PINS SET AT ALL PROPERTY CORNERS UNLESS OTHERWISE SHOWN.
 4. THIS SURVEY WAS PERFORMED WITH A 5" THEODOLITE, E.D.M. AND A 200' STEEL TAPE ON 8/2/23.
 5. THIS SURVEY HAS A FIELD CLOSURE THAT EXCEEDS 1 PART IN 18,721.
 6. PLAT CLOSURE: 1 PART IN 148,117
 7. MINIMUM LENGTH OF #5RBS AT PROPERTY CORNERS WILL BE 18".
 8. THIS PROPERTY IS NOT WITHIN A DESIGNATED 100 YEAR FLOOD PLAIN ACCORDING TO F.E.M.A. FLOOD INSURANCE RATE MAP PANEL 13245C 0120G
 9. A 20' EASEMENT CENTERED OVER ALL SANITARY AND WATER LINES ARE TO BE RESERVED IN FAVOR OF RICHMOND COUNTY.
 10. ALL ROAD RIGHT OF WAYS AND STORM WATER MANAGEMENT AREA ARE TO BE DEEDED AND MAINTAINED BY THE HOA.

NOTE:
 "WETLANDS SHOWN ON THESE PLANS ARE UNDER THE JURISDICTION OF THE CORPS OF ENGINEERS. OWNERS MAY BE SUBJECT TO PENALTY BY LAW FOR DISTURBANCE TO THESE WETLAND AREAS WITHOUT PROPER AUTHORIZATION."

APPROVED FINAL PLAT
 (Not valid until signed)
 AUGUSTA-RICHMOND COUNTY PLANNING COMMISSION
 Date Approved: November 19, 2024
 Chairman: *Clemens Pittman*
 Secretary: *Carle Delaney*

APPROVED FINAL PLAT
 (Not valid until signed)
 AUGUSTA COMMISSION
 Date Approved: *11/19/2024*
 Clerk: *[Signature]*
 Chair: *[Signature]*



LINE TABLE		
LINE	LENGTH	BEARING
L1	82.23	S85°33'15"W
L2	117.27	S74°38'00"W
L3	119.75	N15°22'00"W
L4	435.85	S15°22'00"E
L5	91.78	N88°53'16"E
L6	278.58	S01°06'44"E
L7	415.84	S01°06'44"E
L8	37.54	N88°53'16"E

CURVE TABLE					
CURVE	RADIUS	LENGTH	DELTA	BEARING	CHORD
C1	84.00'	15.92'	14°15'15"	S81°45'38"W	15.88'
C2	60.00'	79.32'	78°44'44"	S53°14'22"E	73.67'

The streets and roads (detentions/retention ponds and common areas - as applicable) are the private property of the owner, who has full and perpetual responsibility for their maintenance and repair. The owner releases Augusta, Georgia, from any and all claims, damages, or demands arising on account of or in connection with the design, construction, and maintenance of the streets and roads (detention/retention ponds and common areas - applicable) as shown hereon. Augusta, Georgia, assumes no liability or duty related thereto, and in no manner approves or assumes liability for the design of the streets and roads (detention/retention ponds and common areas - as applicable) as shown hereon.

LINE TABLE		
LINE	BEARING	LENGTH
E10	N88°53'16"E	29.22'
E11	S01°06'44"E	11.79'
E12	N82°03'34"W	44.87'

REVISIONS

DATE	COMMENTS
7/31/24	PER COUNTY COMMENTS

LOCATION MAP

As required by subsection (d) of O.C.G.A. Section 15-6-67, this plat has been prepared by a land surveyor and approved by all applicable local jurisdictions for recording as evidenced by approval certificates, signatures, stamps, or statements hereon. Such approvals or affirmations should be confirmed with the appropriate governmental bodies by any purchaser or user of this plat as to intended use of any parcel. Furthermore, the undersigned land surveyor certifies that this plat complies with the minimum technical standards for property surveys in Georgia as set forth in the rules and regulations of the Georgia Board of Registration for Professional Engineers and Land Surveyors and as set forth in O.C.G.A. Section 15-6-67.

SUCH APPROVALS OR AFFIRMATIONS SHOULD BE CONFIRMED WITH THE APPROPRIATE GOVERNMENTAL BODIES BY ANY PURCHASER AS TO INTENDED USE OF ANY PARCEL. THE REGISTERED LAND SURVEYOR FURTHER CERTIFIES THAT THIS MAP, PLAT, OR PLAN COMPLES WITH THE MINIMUM STANDARDS AND SPECIFICATIONS OF THE STATE BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND THE GEORGIA SUPERIOR COURT CLERKS' COOPERATIVE AUTHORITY. THE APPROVAL SIGNATURE(S) ABOVE WERE NOT IN PLACE WHEN THIS SURVEY WAS ISSUED, AND ARE TO BE PROPERLY OBTAINED PRIOR TO RECORDING.

[Signature] 9/3/24
 G.F. "BO" SLAUGHTER GEORGIA REGISTERED LAND SURVEYOR 2814 DATE
 PARTICIPANT I.D. 4158728943

SURVEYORS CERTIFICATION
 AS REQUIRED BY SUBSECTION (c) SECTION 15-6-67, THE REGISTERED LAND SURVEYOR HEREBY CERTIFIES THAT THIS MAP, PLAT, OR PLAN HAS BEEN APPROVED FOR FILING IN THE WRITING BY ANY AND ALL APPLICABLE MUNICIPAL-COUNTY PLANNING COMMISSIONS OR MUNICIPAL OR COUNTY GOVERNING AUTHORITIES OR THAT SUCH GOVERNMENTAL BODIES HAVE AFFIRMED IN WRITING THAT APPROVAL IS NOT REQUIRED.

[Signature] 9/3/24
 G.F. "BO" SLAUGHTER GEORGIA REGISTERED LAND SURVEYOR 2814 DATE

NOTE:
 THIS SURVEY WAS PREPARED IN CONFORMITY WITH THE TECHNICAL STANDARDS FOR PROPERTY SURVEY IN GEORGIA AS SET FORTH IN CHAPTER 180-7 OF THE RULES OF THE GEORGIA BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND AS SET FORTH IN THE GEORGIA PLAT ACT O.C.G.A. 15-6-67.

PROJECT DATA	
OWNER AND DEVELOPER:	2440 WINDSOR SPRING ROAD LLC.
CONTACT:	DEREK EDENFIELD 1030 JIMMIE DYESS PKWY AUGUSTA, GA 30909 Phone (706)-855-7085 E-Mail: derek@findayedfield.com
PRESENT ZONING:	R-3B (Z-06-111)
PARCEL AREA:	7.24 ACRES
ST. ADDRESS:	2169 JULIUS DR. AUGUSTA, GEORGIA 30909
TAX MAP PARCEL:	131-0-026-02-0
TOWNHOMES:	73 LOTS/UNITS
DENSITY:	10 LOTS/AC
OPEN SPACE:	1.40 AC
MAX. BUILDING HEIGHT:	2-1/2 STORIES OR 45 FT.
SETBACKS:	FRONT= 15 FT. (MIN) SIDE= 5 FT.(END UNITS) REAR= 15 FT. (MIN)
DESIGN ENGINEER:	JAMES G. SWIFT & ASSOCIATES C/O MARK GREEN 1206 INTERSTATE PARKWAY AUGUSTA, GA 30909 706-868-8803 EMAIL: BO@JGSWIFT.COM
SURVEYOR:	JAMES G. SWIFT & ASSOCIATES C/O G.F. "BO" SLAUGHTER 1206 INTERSTATE PARKWAY AUGUSTA, GA 30909 706-868-8803 EMAIL: BO@JGSWIFT.COM

TOWNHOMES AT WINDSOR PHASE 2

PROPERTY LOCATED OFF WINDSOR SPRINGS RD
 AUGUSTA, GEORGIA

SCALE: 1" = 50'
 50' 0 50'

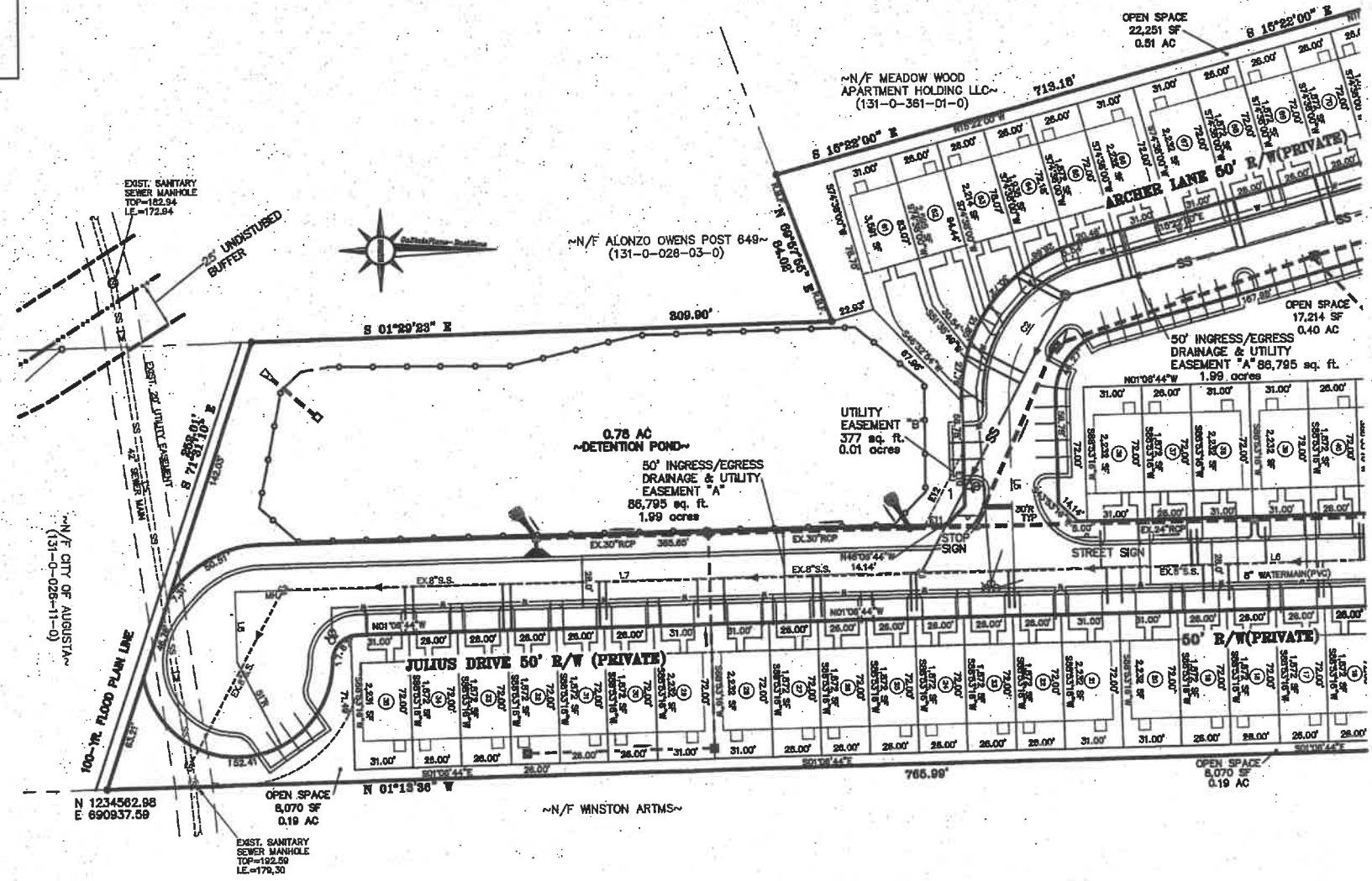


PREPARED BY:
JAMES G. SWIFT & ASSOCIATES
 CONSULTING ENGINEERS
 1206 INTERSTATE PARKWAY - AUGUSTA, GA. - 30909
 Phone: (706) 868-8803

SHEET 1

TAX MAP: PARCEL NO. 19-005-01FL

D: PLAT B: 20 P: 67 12/10/2024 12:40 PM
 Doc # 2024030612 Page 3 of 3



DRAINAGE AND UTILITY EASEMENT
 RESERVED OVER ALL OPEN SPACE.

NOTE:
 ALL PARKING PADS ARE 10'x15'

SETBACKS:
 FRONT - 15'
 SIDE - 5' END UNITS
 REAR - 15'

REVISIONS	
DATE	COMMENTS
7/31/24	PER COUNTY COMMENTS

TOWNHOMES AT WINDSOR PHASE 2

PROPERTY LOCATED OFF WINDSOR SPRINGS RD
 AUGUSTA, GEORGIA

SCALE: 1" = 50'
 MARCH 3, 2024

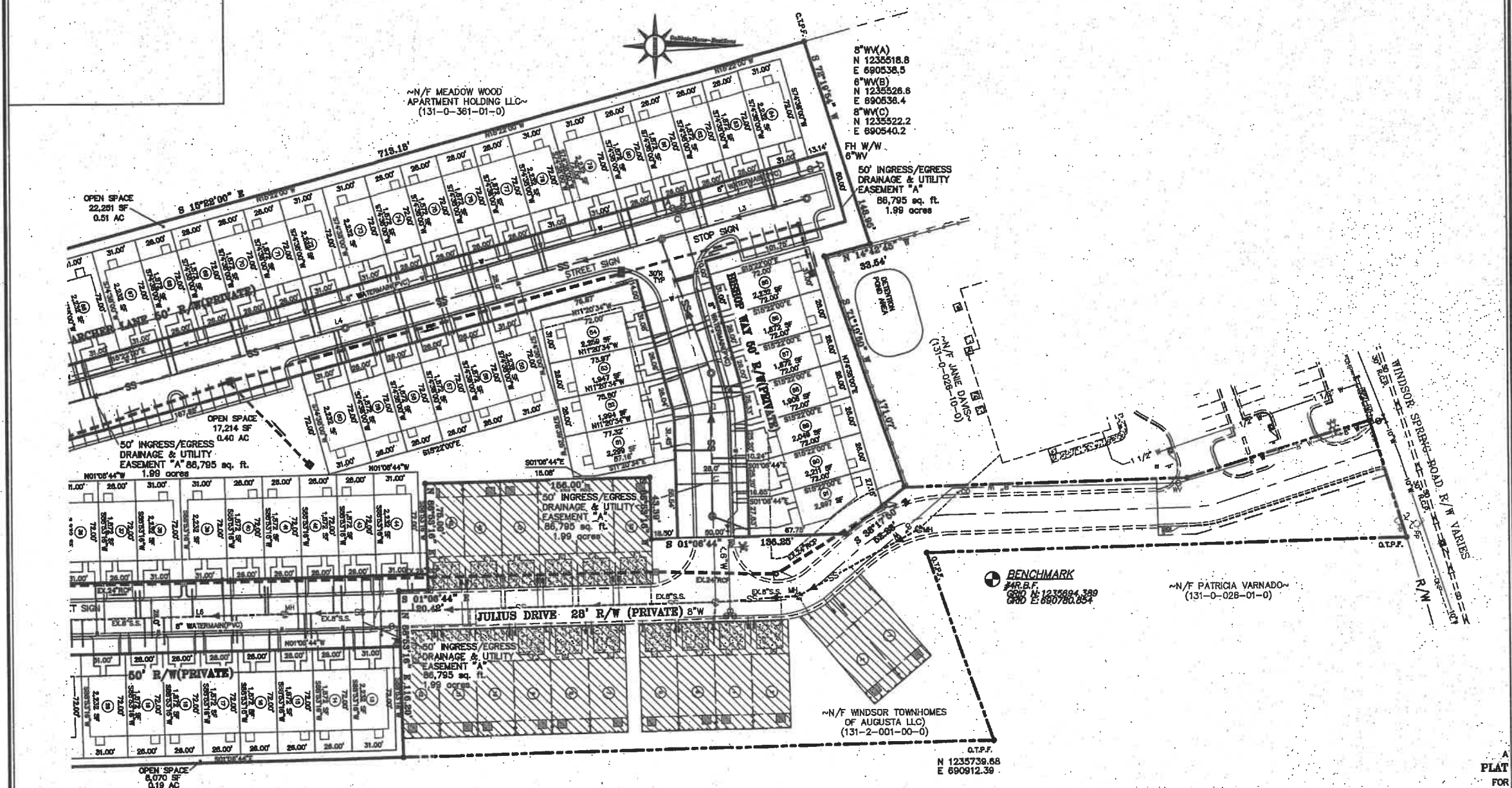
PREPARED BY:
JAMES G. SWIFT & ASSOCIATES
 CONSULTING ENGINEERS
 1206 INTERSTATE PARKWAY - AUGUSTA, GA. - 30909
 Phone: (706) 888-8803



SHEET 3

TAX MAP: PARCEL NO. 19-006-00PL

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 Doc # 2024030612 Page 2 of 3



NOTE:
 ALL PARKING PADS ARE 19'x18'

DRAINAGE AND UTILITY EASEMENT
 RESERVED OVER ALL OPEN SPACE.

SETBACKS:
 FRONT - 15'
 SIDE - 6' END UNITS
 REAR - 15'

REVISIONS

DATE	COMMENTS
7/31/24	PER COUNTY COMMENTS



TOWNHOMES AT WINDSOR PHASE 2

PROPERTY LOCATED OFF WINDSOR SPRINGS RD
 AUGUSTA, GEORGIA
 MARCH 3, 2024

SCALE: 1" = 50'
 50' 0 50'

PREPARED BY:
JAMES G. SWIFT & ASSOCIATES
 CONSULTING ENGINEERS
 1206 INTERSTATE PARKWAY - AUGUSTA, GA. - 30909
 Phone: (706) 868-8803

SHEET 2

TAX MAP: PARCEL NO. 19-008-01PL



Engineering Services Committee Meeting

Meeting Date: February 11, 2025

Dedication of Water and Gravity Sanitary Sewer Systems for Townhomes at Windsor, Ph 2

Department:	Utilities
Presenter:	Wes Byne, Director
Caption:	Dedication of Water Distribution and Gravity Sanitary Sewer Systems for Townhomes at Windsor, Phase 2.
Background:	During the construction of Townhomes at Windsor Phase 2, off Windsor Spring Road, a water distribution system and a gravity sanitary sewer system were constructed.
Analysis:	The systems have passed all testing and are ready to be added to Augusta’s systems.
Financial Impact:	Future payments for water and sanitary sewer from homes constructed in this subdivision.
Alternatives:	Disapprove acceptance of the Deed of Dedication and Maintenance Agreement for the water and gravity sanitary sewer systems in Townhomes at Windsor Phase 2.
Recommendation:	Approve and accept the Deed of Dedication and Maintenance Agreement for the water and gravity sanitary sewer systems in Townhomes at Windsor Phase 2.
Funds are available in the following accounts:	N/A
<u>REVIEWED AND APPROVED BY:</u>	N/A



Engineering Services Committee Meeting

Meeting Date: 11 February 2025

Hurricane Helene Debris Removal Services – Supplemental Funding – Supplement 3

RFP 24-915

File Reference: 24-014 (A)

Department:	Engineering & Environmental Services
Presenter:	Dr. Hameed Malik
Caption:	Approve supplement funding (supplement 3) in amount not to exceed \$15.4 million for Hurricane Helene Debris Removal services with Ceres Environmental Services, Inc. Also approve use of General Fund fund-balance to fund these services. AE/ 24-915
Background:	Hurricane Helene passed through Augusta-Richmond (ARC) last week (September 26-27, 2024). The entire ARC service area was severely impacted. Hurricane strength winds caused significant trees and infrastructure damage. Ceres Environmental Services, Inc. (Ceres) was mobilized immediately, under Augusta Emergency Procurement policy, for tree debris removal. In addition, Augusta, Georgia initiated request for proposals (RFP) to select a disaster debris removal contractor for continuity of services beyond the emergency contract period and future similar service needs. Ceres was the selected contractor based on RFP evaluation criteria. On November 19, 2024 Augusta Commission awarded the disaster debris removal contract to Ceres. Ceres ongoing services under emergency contract transitioned to this new contract effective January 1, 2025.
Analysis:	Ceres is providing hurricane Helene debris removal services soon after Hurricane passed through ARC. Ceres services were procured initially on September 30, 2024 for ninety (90) days under Augusta Emergency Procurement policy and Augusta Commission authorized not to exceed (NTE) amount of \$31.3 million (initial & two supplements). As of January 19, 2025 Ceres roughly removed 2.5million cubic year disaster debris and reaching utilization of allocated NTE amount. Recent projected Helene disaster debris total volume is around 3.4million cubic yard. Given debris current projected volume, additional funds in amount of not to exceed \$15.4M be allocated for Ceres to continue its services. It will bring total NTE allocation \$46.7 million. Continuity of ongoing debris removal critical not only for road traffic safety but also public health & safety. Hence continuous funding is needed.
Financial Impact:	Funds – General Fund fund-balance.

Alternatives: N/A

Recommendation: Approve supplement funding (supplement 3) in amount not to exceed \$15.4 million for Hurricane Helene Debris Removal services with Ceres Environmental Services, Inc. Also approve use of General Fund fund-balance to fund these services. AE/ 24-915 Fund fund-balance to fund these services. / Requested by the Administrator

Funds are available in the following accounts: (\$15,400,000) GENERAL FUND BALANCE - 220-041252-52.21112 / 814000003-52.21112

REVIEWED AND APPROVED BY: HM/sr



**TASK ORDER DEBRIS1:
City of Augusta**

Client: City of Augusta
Prime: Goodwyn Mills & Cawood LLC. (GMC)
Project: Consulting Services Hurricane Helene
FEMA PA #: DR4829-SC
Location: Augusta, GA

Effective Date: January 1, 2025
Estimated End Date: Project Completion
Subcontract Type: Time and Materials (T&M)

The services to be provided under this Task Order shall be in accordance with the terms and conditions of the Master contract between GMC and Easley Combined Utilities, dated December 31, 2024. This Task Order only authorizes the provision of the following services described below for Hurricane Helene FEMA Public Assistance . A separate Task Order is required to provide work on any other project.

Any changes to payment terms must be authorized in writing. Verbal authorizations will not be binding.

Scope of Work: GMC shall provide personnel to support Easley Combined Utilities in the following key functional areas on an as-needed basis:

disaster debris monitoring services to include debris generated from the public rights-of-way, and other public, eligible, or designated areas. Specific services may include:

- Coordinating daily briefings, work progress, staffing, and other key items with the City.
- Selection and permitting of DMS locations and any other permitting/regulatory issues as necessary.
- Scheduling work for all team members on a daily basis.
- Hiring, training, scheduling, and managing field staff.
- Monitoring recovery contractor operations and making/implementing recommendations to improve efficiency as well as speed up recovery work and assure all debris removal work meets FEMA eligibility guidelines.
- Assisting the City with responding to public concerns and comments.
- Certifying contractor vehicles for debris removal using methodology and documentation practices appropriate for contract monitoring.
- Entering load tickets into a database application.
- Maintaining of source documentation (such as load tickets).
- Developing daily operational reports to keep the City informed of work progress.
- Comprehensive review, reconciliation, and validation of debris removal contractor(s) invoices prior to submission to the City/County for processing.
- Project Worksheet and other pertinent report preparation required for reimbursement by FEMA, and any other applicable agency for disaster recovery efforts by City/County staff and designated debris removal contractors.

It is anticipated that the quantity of personnel required for each position will vary at different stages of the project. GMC will assess the quantity of personnel being provided and will adjust staffing levels as necessary. Any adjustments to staffing levels will be determined by GMC.

Compensation:

GMC will be compensated on the position and hours of services furnished multiplied by the rate listed in the Master Contract. **GMC Consulting shall not exceed a total cost of Five Million (\$5,000,000) dollars for all project-related labor.**

Due to the uncertain nature of the scope of the work, scale and duration, the Not-To-Exceed value reflected in the Task Order is not guaranteed, but only a current estimate of the level of effort expected of GMC.



**TASK ORDER DEBRIS1:
City of Augusta**

Invoicing:

GMC shall invoice the City of Augusta Combined Utilities for services rendered in accordance with the Master Contract. Each invoice shall reference the above Project Number.

Acceptance:

OWNER:

City of Augusta

By: _____

Name:

Title:

Attest:

CONSULTANT:

GOODWYN, MILLS & CAWOOD, LLC

By: Robert Ramsey

Robert Ramsey

Title: EVP Disaster Recovery

MASTER SERVICES AGREEMENT
for Disaster Debris Monitoring Services

Item 5.

EXHIBIT C
Goodwyn Mills Cawood Fee Schedule
Table 1: Rate Schedule

RFP 24-916 FEE PROPOSAL FORM
(Page 1 of 2)

Note: Where overtime is authorized in writing by Augusta, the rate will be billed at the hourly rate multiplied by 1.5, which is not be included in any rate listed below.

All hourly labor rates are fully burdened to include personnel costs, lodging, per diem, airfares, car rentals, and other travel related expenses.

*** Positions shown with hourly rate of \$0.00 are roles performed by other positions.**

DEBRIS MONITORING POSITIONS

POSITION	HOURLY RATES	HOURS*	TOTAL
Project Manager	\$ 61.00	250	\$ 15,250.00
Operations Managers	\$ 45.50	350	\$ 15,925.00
FEMA Public Assistance Coordinator *	\$ 0.00	30	\$ 0.00
Scheduler/Expeditors *	\$ 0.00	100	\$ 0.00
Truck Certifier *	\$ 0.00	100	\$ 0.00
Field Supervisor	\$ 43.50	750	\$ 36,625.00
Environmental Specialist *	\$ 0.00	50	\$ 0.00
GIS Specialist/Computer Analyst *	\$ 0.00	25	\$ 0.00
Billing/Invoice Analyst *	\$ 0.00	60	\$ 0.00
Load Ticket Data Entry Clerks (QA/QC) *	\$ 0.00	2200	\$ 0.00
Data Manager	\$ 43.50	40	\$ 1,740.00
Debris Site/Tower Monitor	\$ 31.00	1750	\$ 54,250.00
Field Monitors	\$ 31.00	7850	\$ 243,350.00
Administrative Assistant	\$ 31.00	150	\$ 4,650.00
Residential Drop-off Monitors *	\$ 0.00	3000	\$ 0.00
Total		16,705 hours	\$ 371,790.00

GRANTS MANAGEMENT CONSULTING

POSITION	HOURLY RATES
Senior Grant Management Consultant	\$
Grant Management Consultant	\$
Administrative Assistant	\$

EMERGENCY MANAGEMENT CONSULTING

POSITION	HOURLY RATES
Senior Planner	\$
Planner	\$

COMPANY: Goodwyn Mills Cawood, LLC

**SUBMIT THIS PAGE IN A SEPARATE SEALED ENVELOPE LABELED:
FEE PROPOSAL - RFP 24-916 Disaster Debris Monitoring Services**

RFP Item #24-916 Disaster Debris Monitoring Services
RFP Due: Thursday, November 14, 2024 @ 11:00 a.m.
Page 36 of 53



Engineering Services Committee Meeting

Meeting Date: 11 February 2025

Hurricane Helene Debris Removal Monitoring Services-

Supplement Funding – Supplement 4

RFP 24-919

File Reference: 24-014 (A)

Department:	Engineering & Environmental Services
Presenter:	Dr. Hameed Malik
Caption:	Approve supplement funding (supplement 4) in amount not to exceed \$1,271,856.54 for Hurricane Helene Debris Removal Monitoring Services with Goodwyn, Mills & Cawood, Inc (GMC). Also approve use of General Fund fund-balance to fund these services. AE/ 24-916
Background:	Hurricane Helene passed through Augusta-Richmond (ARC) last week (September 26-27, 2024). Entire ARC services area was severely impacted. Hurricane strength winds caused significant trees and infrastructure damage. Emergency response was initiated immediately utilizing inhouse forces and contract services that are extension of Augusta Engineering Infrastructure Maintenance program. Given disaster magnitude, Augusta mobilized CERES and GMC under emergency contract for removal & monitoring of debris from roadways and removal monitoring, simultaneous as required by FEMA for federal reimbursement of such expenses. In addition, Augusta, Georgia initiated request for proposals (RFP) to select disaster debris removal and monitoring contractors for continuity of services beyond emergency contract period and similar services future needs. GMC was selected firm based on RFP evaluation & selection criteria. On January 7, 2025, Augusta Commission awarded disaster debris monitoring services contract to GMC. GMC ongoing services under emergency contract transitioned to this new contract effective January 1, 2025.
Analysis:	FEMA requires disaster debris removal shall be monitored and removed volume documented by a specialized monitoring firm. GMC is providing such monitoring services soon after Hurricane passed through ARC. GMC services were procured initially on September 30, 2024 for ninety (90) days under Augusta Emergency Procurement policy and Augusta Commission authorized not to exceed amount of \$3,728,143.46 (in three supplements). GMC reached utilization of this amount by end of December 2024 (end of 90 days period). Given projected burn rate by 12/31/24 & total debris volume, additional funds in amount of not to exceed \$1,271,856.54 be allocated for

GMC to continue its services. This supplement (supplement 4) addition brings not to exceed total amount \$5,000,000.00.

Financial Impact: Funds – General Fund fund-balance.

Alternatives: N/A

Recommendation: Approve supplement funding (supplement 4) in amount not to exceed \$1,271,856.54 for Hurricane Helene Debris Removal Monitoring Services with Goodwyn, Mills & Cawood, Inc (GMC). Also approve use of General Fund fund-balance to fund these services. AE/ 24-915.

Funds are available in the following accounts: (\$1,271,856.54) GENERAL FUND BALANCE 220-041252-52.21113 / 814000003-52.21113

REVIEWED AND APPROVED BY: HM/sr



January 21, 2025

Hameed Malik, PhD, PE
Director – Augusta Engineering Department
452 Walker Street, Ste. 110
Augusta, GA 30901

RE: Hurricane Helene Proposal and Fee for Continuation of Debris Project Management and Support Services

Dear Dr. Malik:

Infrastructure Systems Management (ISM) is pleased to submit this proposal/fee to Augusta, GA for the referenced services. Our proposed cost for services is \$874,319.88. Services includes overall project management and support for Category A, and other miscellaneous tasks as directed by Augusta, GA. Please see attached a cost breakdown in detail.

Once again, we appreciate your consideration of ISM for this project and if these fees are acceptable, please sign and return this proposal at your earliest convenience. In the meantime, if you should have any questions, please feel free to call me at (706) 691-8611.

Sincerely,

Abie L. Ladson, PE

ACCEPTED:

Hameed Malik, PhD, PE

SIGNATURE: _____
TITLE : _____
DATE: _____

ISM PROPOSED PROJECT MANAGEMENT AND SUPPORT FEE
FOR
HURRICANE HELENE

RESPONSIBILITY	NO.	PROPOSED EMPLOYEES	POSITION	RATE	PROPOSED FORECAST													
					NOVEMBER, 2024 (ACTUAL COST)		DECEMBER, 2024 (ACTUAL COST)		JANUARY, 2025 (FORECAST COST)		FEBRUARY, 2025 (FORECAST COST)		MARCH, 2025 (FORECAST COST)		APRIL, 2025 (FORECAST COST)		MAY, 2025 (FORECAST COST)	
					Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost
ISM	1	Steve Cassell	Team Lead	\$ 280.00	196.00	\$ 54,880.00	177.00	\$ 49,560.00	187.00	\$ 52,360.00	187.00	\$ 52,360.00	187.00	\$ 52,360.00	187.00	\$ 52,360.00	187.00	\$ 52,360.00
	2	Able Ladson	Team Lead	\$ 280.00	99.50	\$ 27,860.00	40.00	\$ 11,200.00	70.00	\$ 19,600.00	70.00	\$ 19,600.00	70.00	\$ 19,600.00	70.00	\$ 19,600.00	70.00	\$ 19,600.00
	3	Anthony Williams	Project Manager	\$ 205.00	0.00	\$ -	10.50	\$ 2,152.50	16.00	\$ 3,280.00	16.00	\$ 3,280.00	16.00	\$ 3,280.00	16.00	\$ 3,280.00	16.00	\$ 3,280.00
	4	Shawn Griffin	Staff Engineer	\$ 185.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	40.00	\$ 7,400.00	105.00	\$ 19,425.00	105.00	\$ 19,425.00	105.00	\$ 19,425.00
	5	Michael Cannell	Technical Support Staff	\$ 145.00	0.00	\$ -	0.00	\$ -	8.00	\$ 1,160.00	8.00	\$ 1,160.00	8.00	\$ 1,160.00	8.00	\$ 1,160.00	8.00	\$ 1,160.00
	6	Kendall Carpenter	Field Technician	\$ 87.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -
	7	Kira Ladson	Administration Support	\$ 165.00	110.00	\$ 18,150.00	99.00	\$ 16,335.00	105.00	\$ 17,325.00	60.00	\$ 9,900.00	0.00	\$ -	0.00	\$ -	0.00	\$ -
SUB-TOTAL:					\$ 100,890.00		\$ 79,247.50		\$ 93,725.00		\$ 93,700.00		\$ 95,825.00		\$ 95,825.00		\$ 95,825.00	
SUBCONSULTANT	8	SUBCONSULTANT	N/A		SUB-TOTAL: \$ 21,150.00		\$ 18,792.50		\$ 19,971.25		\$ 19,971.25		\$ 19,971.25		\$ 19,971.25		\$ 19,971.25	
TOTAL:					\$ 122,040.00		\$ 98,040.00		\$ 113,696.25		\$ 113,671.25		\$ 115,796.25		\$ 115,796.25		\$ 115,796.25	

ESTIMATED TOTAL COST (7 Months): \$ 794,836.25

10% CONTINGENCY: \$ 79,483.63

TOTAL FORECASTED AMOUNT (7 Months): \$ 874,319.88

RFP #22-304

Fee Proposal

On-Call Professional Services For Engineering, Regulatory Compliance,
Field Operation Improvements, and Emergency Site Work
Engineering & Environmental Services Department
Proposed Fee

Item No	Description	Unit	ISM	ENGINEERING OFFERED
			Unit Rate ¹	Unit Rate ¹
1	Principal / Team Lead	HR	\$300.00	\$280.00
2	Operations Consultant, Senior	HR	\$240.00	\$240.00
2a	Operations Consultant (mid level)	HR	\$200.00	\$200.00
2b	Operations Consultant (staff level)	HR	\$140.00	\$140.00
	Technical Support Staff (I, II, III)		\$95.00, \$120.0, \$145	\$95.00, \$120.0, \$145
3	Program Manager	HR	\$270.00	\$270.00
3a	Project Manager	HR	\$205.00	\$205.00
3b	Senior Engineer (GA PE)	HR	\$205.00	\$205.00
3c	Field Engineering, Sr	HR	\$205.00	\$205.00
3d	Staff Engineer/ Staff Field Engineer	HR	\$205.00	\$185.00
4	Professional Geologist (GA PG)	HR	\$140.00	\$140.00
4a	Geologist, Sr	HR	\$140.00	\$140.00
4b	Field Technician/Env. Filed Technician, Sr.	HR	\$87.00	\$87.00
4c	Environmental Monitoring Technician	HR	\$87.00	\$87.00
5	QA/QC Engineer/Professional	HR	\$205.00	\$205.00
6	Survey Crew - (three man Crew including PLS)	day *	\$1,500.00	\$1,500.00
7	CAD/GIS Manager	HR	\$240.00	\$240.00
8	Administrator Assistant / Admin Support	HR	\$200.00	\$165.00
9	Foreman	HR	\$98.00	\$98.00
10	Equipment Operator	HR	\$87.00	\$87.00
11	Equipment (include Firm's Rate Table)	N/A	Per Firm Rate Table	Per Firm Rate Table
12	Instruments (include Firm's Rate Table)	N/A	Per Firm Rate Table	Per Firm Rate Table
* assume 8 work-hours			Total:	
Note: Cost of Services evaluation ranking will be based on Items 1 through 5 proposed fee				

- i) Direct Cost (such as Travel, Per Diem, Mileage) will be per negotiated rate (such as cost+ x%)
- i) Equipment/Instruments Cost (will be paid by the firm standard rate table)
- ii) Assigned work will be performed per issued Task Order. Each Task Order will be contracted based on specific scope of services for a respective project

ISM ACCEPTS THE REVISED PRICING,

1/27/23



Engineering Services Committee Meeting

Meeting Date: 11 February 2025

Hurricane Helene Debris Removal Management

ISM Support Services- Supplement 1

RFP 22-304

File Reference: 24-014 (A)

Department:	Engineering & Environmental Services
Presenter:	Dr. Hameed Malik
Caption:	Approve supplement funding (SA1) in amount not to exceed \$874,319.88 for Hurricane Helene debris removal coordination support services with Infrastructure Systems Management, LLC. Also approve use General Fund-fund balance to fund these services. AE/22-304
Background:	Hurricane Helene passed through Augusta-Richmond (ARC) last week (September 26-27, 2024). The entire ARC service area was severely impacted. Hurricane strength winds caused significant trees and infrastructure damage. Emergency Protective Measures response was initiated immediately utilizing contractors that are under contract with Augusta, Georgia providing services either as on-call contract services or capital infrastructure improvements construction services. In addition, one on-call Emergency Engineering Professional firm/ Infrastructure Systems Management, LLC (ISM) was engaged too for assisting Augusta Engineering coordination debris removal operation. Emergency Protective measures later transitioned to Disaster debris removal/Category A and ISM support services continued to ensure time & cost efficient coordination of debris removal & monitoring contractors and documentation of debris activities per FEMA requirements. In addition ISM coordinated communication and meeting with contractors and FEMA assigned Augusta area project manager.
Analysis:	The magnitude of the disaster is beyond the capacity of routine maintenance resources. Timely emergency protective measures are critical to protect public health & safety and ensure receiving federal financial assistance available for such purposes. Continuity ISM support services is essential for effective management of daily filed operations, correct information flow to the Augusta elected official, Citizen & Media, relevant federal agencies meeting and request for information, debris volume estimation and documentation, etc. Supplemental funded is needed to cover cost of ISM services beyond emergency protective activities support. ISM is providing

service under Augusta Engineering & Environmental Services on-call Professional Services Contract (RFP 22-304).

Financial Impact: Funds – General Fund fund-balance.

Alternatives: N/A

Recommendation: Approve supplement funding (SA1) in amount not to exceed \$874,319.88 for Hurricane Helene debris removal coordination support services with Infrastructure Systems Management, LLC. Also approve use General Fund-fund balance to fund these services. AE/22-304

Funds are available in the following accounts: (\$874,319.88) General Fund-fund balance - 220041252-52.2111 / 814000003-52.21111

REVIEWED AND APPROVED BY: HM/sr



Engineering Services Committee Meeting

Meeting Date: 11 February 2025

Transportation Improvement Program Projects Professional Services

Enhance the Operational Efficiency of Various Intersections

Project Numbers: PI 0012866, 0012867, 0012868

RFQ 17-127

File Reference: 24-014 (A)

Department:	Engineering & Environmental Services
Presenter:	Dr. Hameed Malik, Director
Caption:	<p>Approve supplemental funding to Hussy Gay Bell (HGB) in the amount of \$30,000 (\$10,000/ea) for the Augusta Engineering Transportation Improvement Program (TIP) Operational Efficiency of Various Intersections Projects (PI 0012866, PI 0012867, and PI 0012868) Construction Phase Services (CEI). AE / RFQ 17-127</p> <p>P350506 – SA#4 Barton Chapel Rd @ Gordon Hwy</p> <p>P350536 – SA #5 Wheeler Road from I-20 – Augusta West</p> <p>P350539 – SA #4 Wheeler Road @ Roberts C. Daniel Parkway</p>
Background:	<p>The Project is for traffic flow operational efficiency of various intersections and listed in the Augusta Metropolitan Planning Organization (MPO) TIP. Project funding is provided as a federal funded cost sharing project. The purpose of this project is gaining operation efficiency by widening of the intersections to allow for left turn lane & other improvements. The project consists of Barton Chapel Road @ Gordon Hwy, Robert C Daniel @ Wheeler, and Wheeler Road I-20 to Augusta West Parkway Corridor. The project is under construction. The Construction Phase requires design related coordination with utilities, resolution of constructability conflicts, review of contractor construction documents submittals, and request for field information (CEI) that warrants design engineer services.</p>
Analysis:	<p>All three projects (PI 0012866, PI 0012867, and PI 0012868) are in construction. This supplemental agreement covers services during the construction phase (CEI) for contractor requests for field information, utility conflicts assessment & resolution, field engineering, and attending construction progress meetings.</p>
Financial Impact:	<p>Funds in amount of \$30,000.00 are available in Engineering SPLOST 8 On-Call construction.</p>

Alternatives: Do not approve and find alternative to complete the project and meet federal requirements.

Recommendation: Approve supplemental funding (SA6) to Hussy Gay Bell (HGB) in the amount of \$30,000 for the Augusta Engineering Transportation Improvement Program (TIP) Operational Efficiency of Various Intersections Projects (PI 0012866, PI 0012867, and PI 0012868) Construction Phase Services (CEI).
AE / RFQ 17-127

Funds are available in the following accounts: (\$30,000) 330-041110-52.12115 / 222830902-52.12115 - SPLOST 8 - On Call Construction

REVIEWED AND APPROVED BY: HM/sr

HUSSEY GAY BELL
— Established 1958 —

August 15, 2024

Mrs. Tevia Brown
Project Engineer
Augusta Engineering & Environmental Services Department
452 Walker Street, Suite 110
Augusta, Georgia 30901

VIA E-mail

RE: Additional Services Fee Request
PI No. 0012866 Wheeler Road at Robert C. Daniel, Jr. Pkwy.

Mrs. Brown:

This letter is a request for additional fees associated with PI No. 0012866 Wheeler Road at Robert C. Daniel, Jr. Pkwy. project. Augusta Engineering & Environmental Services Department (AED) has requested that Hussey Gay Bell (HGB) extend the scope of services for the aforementioned project to include Construction Services. These Construction Services would include responses to Requests for Information, shop drawing reviews and design revisions.

Below is a summary of the additional fees requested for PI No. 0012866.

Scope	Not to Exceed Fee (Hourly Rates)	
Construction Services for PI No. 0012866	\$10,000.00	
	TOTAL ADDITIONAL FEE:	\$10,000.00

You can contact me with any questions or concerns at cparker@husseygaybell.com or at 770-923-1600.

Sincerely,

Clint V. Parker, PE, PMP
Project Manager
Hussey Gay Bell

Cc: Dr. Hameed Malik, Phd, P.E., AED
June Hamal, AED
C.J. Chance, P.E., HGB

Attachments: HGB Hourly Rate Sheet



August 15, 2024

Mrs. Tevia Brown
Project Engineer
Augusta Engineering & Environmental Services Department
452 Walker Street, Suite 110
Augusta, Georgia 30901

VIA E-mail

RE: Additional Services Fee Request
PI No. 0012867 Wheeler Corridor from I-20 to Augusta West Pkwy

Mrs. Brown:

This letter is a request for additional fees associated with PI No. 0012867 Wheeler Corridor from I-20 to Augusta West Pkwy. project. Augusta Engineering & Environmental Services Department (AED) has requested that Hussey Gay Bell (HGB) extend the scope of services for the aforementioned project to include Construction Services. These Construction Services would include responses to Requests for Information, shop drawing reviews and design revisions.

Below is a summary of the additional fees requested for PI No. 0012867.

Scope	Not to Exceed Fee (Hourly Rates)	
Construction Services for PI No. 0012867	\$10,000.00	
	TOTAL ADDITIONAL FEE:	\$10,000.00

You can contact me with any questions or concerns at cparker@husseygaybell.com or at 770-923-1600.

Sincerely,

Clint V. Parker, PE, PMP
Project Manager
Hussey Gay Bell

Cc: Dr. Hameed Malik, Phd, P.E., AED
June Hamal, AED
C.J. Chance, P.E., HGB

Attachments: HGB Hourly Rate Sheet



August 15, 2024

Mrs. Tevia Brown
Project Engineer
Augusta Engineering & Environmental Services Department
452 Walker Street, Suite 110
Augusta, Georgia 30901

VIA E-mail

RE: Additional Services Fee Request
PI No. 0012868 Barton Chapel Road and SR10/Gordon Highway

Mrs. Brown:

This letter is a request for additional fees associated with PI No. 0012868 Barton Chapel Road and SR10/Gordon Highway project. Augusta Engineering & Environmental Services Department (AED) has requested that Hussey Gay Bell (HGB) extend the scope of services for the aforementioned project to include Construction Services. These Construction Services would include responses to Requests for Information, shop drawing reviews and design revisions.

Below is a summary of the additional fees requested for PI No. 0012868.

Scope	Not to Exceed Fee (Hourly Rates)	
Construction Services for PI No. 0012868	\$10,000.00	
	TOTAL ADDITIONAL FEE:	\$10,000.00

You can contact me with any questions or concerns at cparker@husseygaybell.com or at 770-923-1600.

Sincerely,

Clint V. Parker, PE, PMP
Project Manager
Hussey Gay Bell

Cc: Dr. Hameed Malik, Phd, P.E., AED
June Hamal, AED
C.J. Chance, P.E., HGB

Attachments: HGB Hourly Rate Sheet

HUSSEY GAY BELL
Established 1958

Hussey, Gay, Bell & DeYoung, Inc.
 Consulting Engineers
 Savannah, GA

SCHEDULE OF HOURLY RATES

Rate Effective
 3/1/2023

Principal Engineer	235.00
Professional Engineer (Testimony and Preparation)	395.00
Engineer V / Associate	215.00
Engineer IV	195.00
Engineer III	180.00
Engineer II	175.00
Engineer I	165.00
Assistant Engineer	150.00
Technician III	140.00
Technician II	130.00
Technician I	120.00
Landscape Architect	160.00
Senior Project Representative	125.00
Project Representative	110.00
Registered Land Surveyor III	190.00
Registered Land Surveyor II	165.00
Registered Land Surveyor I	150.00
3-Man Survey Crew	200.00
2-Man Survey Crew	190.00
1-Man Survey Crew	165.00
Senior Administrative	130.00
Administrative	85.00

**AUGUSTA, GEORGIA
ENGINEERING DEPARTMENT
SUPPLEMENTAL AGREEMENT**

P 350506

Augusta Richmond County Project Number(s):	329-041110-222829902
Supplemental Agreement Number:	4
Purchase Order Number:	350506; PI#0012868

WHEREAS, We, **Hussey Gay Bell & DeYoung**, entered into a contract with Augusta, Georgia on 10/17/2017, for Engineering Design Services for the **Enhanced Operational Efficiency of Various Intersections Barton Chapel Road @ Gordon Hwy Project**, File Reference No. 17-014 (A), and

WHEREAS, certain revisions to the design requested by Augusta, Georgia are not covered by the scope of the original contract, we desire to submit the following Supplemental Agreement to-wit:

ROW Acquisition Services for Augusta Intersections - (Barton Chapel Rd)

It is agreed that as a result of the above described modification the contract amount is increased by **\$10,000.00** from **\$758,575.50** to a new total of **768,575.50**.

Any modifications to submittal dates shall be as identified in the attached proposal. This Agreement in no way modifies or changes the original contract of which it becomes a part, except as specifically stated herein.

NOW, THEREFORE, We, **Hussey Gay Bell & DeYoung**, hereby agree to said Supplemental Agreement consisting of the above mentioned items and prices, and agree that this Supplemental Agreement is hereby made a part of the original contract to be performed under the specifications thereof, and that the original contract is in full force and effect, except insofar as it might be modified by this Supplemental Agreement.

This _____ day of _____, 2025.

RECOMMEND FOR APPROVAL:

CITY OF AUGUSTA, GEORGIA

HUSSEY GAY BELL & DEYOUNG

Honorable Garnett Johnson, Mayor

Approved: Date _____

Approved: Date _____
[ATTACHED CORPORATE SEAL]

ATTEST:

ATTEST:

Title: _____

Title: _____



August 15, 2024

Mrs. Tevia Brown
Project Engineer
Augusta Engineering & Environmental Services Department
452 Walker Street, Suite 110
Augusta, Georgia 30901

VIA E-mail

RE: Additional Services Fee Request
PI No. 0012868 Barton Chapel Road and SR10/Gordon Highway

Mrs. Brown:

This letter is a request for additional fees associated with PI No. 0012868 Barton Chapel Road and SR10/Gordon Highway project. Augusta Engineering & Environmental Services Department (AED) has requested that Hussey Gay Bell (HGB) extend the scope of services for the aforementioned project to include Construction Services. These Construction Services would include responses to Requests for Information, shop drawing reviews and design revisions.

Below is a summary of the additional fees requested for PI No. 0012868.

Table with 2 columns: Scope, Not to Exceed Fee (Hourly Rates). Row 1: Construction Services for PI No. 0012868, \$10,000.00. Row 2: TOTAL ADDITIONAL FEE: \$10,000.00

You can contact me with any questions or concerns at cparker@husseygaybell.com or at 770-923-1600.

Sincerely,

Clint V. Parker, PE, PMP
Project Manager
Hussey Gay Bell

Cc: Dr. Hameed Malik, Phd, P.E., AED
June Hamal, AED
C.J. Chance, P.E., HGB

Attachments: HGB Hourly Rate Sheet

**AUGUSTA, GEORGIA
ENGINEERING DEPARTMENT
SUPPLEMENTAL AGREEMENT**

P 350536

Augusta Richmond County Project Number(s):	329-041110- 222829902
Supplemental Agreement Number:	5
Purchase Order Number:	P350536; PI#0012867

WHEREAS, We, **Hussey Gay Bell & DeYoung**, entered into a contract with Augusta, Georgia on 10/17/2017, for Engineering Design Services for the **Enhanced Operational Efficiency of Various Intersections Project**, and

WHEREAS, certain revisions to the design requested by Augusta, Georgia are not covered by the scope of the original contract, we desire to submit the following Supplemental Agreement to-wit:

Engineering additional services and ROW-- to extend PE phase

It is agreed that as a result of the above described modification the contract amount is increased by \$10,000.00 from \$1,676,326.46 to a new total of \$1,686,326.46.

Any modifications to submittal dates shall be as identified in the attached proposal. This Agreement in no way modifies or changes the original contract of which it becomes a part, except as specifically stated herein.

NOW, THEREFORE, We, **Hussey Gay Bell & DeYoung**, hereby agree to said Supplemental Agreement consisting of the above mentioned items and prices, and agree that this Supplemental Agreement is hereby made a part of the original contract to be performed under the specifications thereof, and that the original contract is in full force and effect, except insofar as it might be modified by this Supplemental Agreement.

This _____ day of _____, 2025.

RECOMMEND FOR APPROVAL:

CITY OF AUGUSTA, GEORGIA

HUSSEY GAY BELL & DEYOUNG

Honorable Garnett Johnson, Mayor

Approved: Date _____

Approved: Date _____
[ATTACHED CORPORATE SEAL]

ATTEST:

ATTEST:

Title: _____

Title: _____

HUSSEY GAY BELL
— Established 1958 —

August 15, 2024

Mrs. Tevia Brown
Project Engineer
Augusta Engineering & Environmental Services Department
452 Walker Street, Suite 110
Augusta, Georgia 30901

VIA E-mail

RE: Additional Services Fee Request
PI No. 0012867 Wheeler Corridor from I-20 to Augusta West Pkwy

Mrs. Brown:

This letter is a request for additional fees associated with PI No. 0012867 Wheeler Corridor from I-20 to Augusta West Pkwy. project. Augusta Engineering & Environmental Services Department (AED) has requested that Hussey Gay Bell (HGB) extend the scope of services for the aforementioned project to include Construction Services. These Construction Services would include responses to Requests for Information, shop drawing reviews and design revisions.

Below is a summary of the additional fees requested for PI No. 0012867.

Scope	Not to Exceed Fee (Hourly Rates)	
Construction Services for PI No. 0012867	\$10,000.00	
	TOTAL ADDITIONAL FEE:	\$10,000.00

You can contact me with any questions or concerns at cparker@husseygaybell.com or at 770-923-1600.

Sincerely,



Clint V. Parker, PE, PMP
Project Manager
Hussey Gay Bell

Cc: Dr. Hameed Malik, Phd, P.E., AED
June Hamal, AED
C.J. Chance, P.E., HGB

Attachments: HGB Hourly Rate Sheet

**AUGUSTA, GEORGIA
ENGINEERING DEPARTMENT
SUPPLEMENTAL AGREEMENT**

P 350539

Augusta Richmond County Project Number(s):	329041110-222829902
Supplemental Agreement Number:	4
Purchase Order Number:	350539; PI#0012866

WHEREAS, We, **Hussey Gay Bell & DeYoung**, entered into a contract with Augusta, Georgia on 10/17/2017, for Engineering Design Services for the **Enhanced Operational Efficiency of Various Intersections Wheeler Road @ Robert C. Daniel Jr., Parkway Project**, File Reference No. 17-014 (A), and

WHEREAS, certain revisions to the design requested by Augusta, Georgia are not covered by the scope of the original contract, we desire to submit the following Supplemental Agreement to-wit:

***ROW Acquisition Services for Augusta Intersections
(Wheeler Rd at Robert C. Daniel Pkwy)***

It is agreed that as a result of the above described modification the contract amount is increased by **\$10,000.00** from **\$677,485.44** to a new total of **687,485.44**.

Any modifications to submittal dates shall be as identified in the attached proposal. This Agreement in no way modifies or changes the original contract of which it becomes a part, except as specifically stated herein.

NOW, THEREFORE, We, **Hussey Gay Bell & DeYoung**, hereby agree to said Supplemental Agreement consisting of the above mentioned items and prices, and agree that this Supplemental Agreement is hereby made a part of the original contract to be performed under the specifications thereof, and that the original contract is in full force and effect, except insofar as it might be modified by this Supplemental Agreement.

This _____ day of _____, 2025.

RECOMMEND FOR APPROVAL:

CITY OF AUGUSTA, GEORGIA

HUSSEY GAY BELL & DEYOUNG

Honorable Garnett Johnson, Mayor

Approved: Date _____

Approved: Date _____

[ATTACHED CORPORATE SEAL]

ATTEST:

ATTEST:

Title: _____

Title: _____

HUSSEY GAY BELL
Established 1958

August 15, 2024

Mrs. Tevia Brown
Project Engineer
Augusta Engineering & Environmental Services Department
452 Walker Street, Suite 110
Augusta, Georgia 30901

VIA E-mail

RE: Additional Services Fee Request
PI No. 0012866 Wheeler Road at Robert C. Daniel, Jr. Pkwy.

Mrs. Brown:

This letter is a request for additional fees associated with PI No. 0012866 Wheeler Road at Robert C. Daniel, Jr. Pkwy. project. Augusta Engineering & Environmental Services Department (AED) has requested that Hussey Gay Bell (HGB) extend the scope of services for the aforementioned project to include Construction Services. These Construction Services would include responses to Requests for Information, shop drawing reviews and design revisions.

Below is a summary of the additional fees requested for PI No. 0012866.

Scope	Not to Exceed Fee (Hourly Rates)	
Construction Services for PI No. 0012866	\$10,000.00	
	TOTAL ADDITIONAL FEE:	\$10,000.00

You can contact me with any questions or concerns at cparker@husseygaybell.com or at 770-923-1600.

Sincerely,



Clint V. Parker, PE, PMP
Project Manager
Hussey Gay Bell

Cc: Dr. Hameed Malik, Phd, P.E., AED
June Hamal, AED
C.J. Chance, P.E., HGB

Attachments: HGB Hourly Rate Sheet



Engineering Services Committee Meeting

Meeting Date: 11 February 2025

On-Call Property Appraisal and Acquisition Professional Services

For Augusta, GA – Engineering Department

RFP 22-147

File Reference: 25 – 014(A)

- Department:** Engineering & Environmental Services
- Presenter:** Dr. Hameed Malik, Director
- Caption:** Approve continued funding of the current “On-Call Property Appraisal and Acquisition Services for Augusta Engineering” Contract in the amount of \$350,000. AE / RFP 22-147
- Background:** Number of Road Improvements, Drainage Improvements, and Infrastructure Maintenance Construction projects has increased significantly over the past ten years and will continue to increase. Several of Federal Funded, SPLOST and TIA projects scheduled to let for construction in the coming years need acquiring Right of Way (ROW). For these projects AED expects Appraise and Acquire parcels and easements services to be rendered by a GDOT prequalified firm.
- Analysis:** On June 7, 2022, The Augusta Commission approved On-Call Property Appraisal and Acquisition for Augusta Engineering to Atlas Technical Consultants, LLC (Atlas). Additional funds allocation to this contract are needed to maintain the required level of service for construction projects presently under design and about to go under construction.
- Financial Impact:** Funds in amount of \$350,000 available in Engineering SPLOST8-on call construction
- Alternatives:** None Proposed
- Recommendation:** Approve continued funding of the current “On-Call Property Appraisal and Acquisition Services for Augusta Engineering” Contract in the amount of \$350,000. AE / RFP 22-147.
- Funds are available in the following accounts:** (\$350,000) 330-041110-52.12116 / 222830902-52.12116 - SPLOST8-On Call Construction
- REVIEWED AND APPROVED BY:** HM/sr



Engineering Services Committee Meeting

Meeting Date: 11 February 2025

RC ITS Master Plan Improvements and Emergency Vehicles & Transit Preemption System –Part II
Projects Design Services

RFQ Item: 24-218 / TIA2 Project

File Reference: PI# 0017624 & 0017626 / 24 – 014(T)

Department:	Engineering & Environmental Services
Presenter:	Dr. Hameed Malik, Director
Caption:	Approve and award Preliminary Engineering Initial Concept Phase (PE-Phase 1A) of the Design Consultant Services Agreement to Kimley-Horn and Associates, Inc. (KH) in the amount of \$192,690.35 for the RC ITS Master Plan Improvements and Emergency Vehicles & Transit Preemption System–Part II Projects. Award is contingent upon receipt of signed agreement and associated documents. AE/ RFQ 24-218
Background:	<p>Intelligent Transportation System Master Plan Implementation-Richmond County-Part II, and RC Emergency and Transit Vehicles Preemption System-Part II are projects from the “Approved Investment List” of TIA2 that was approved by voters of the CSRA on June 9, 2020 referendum. Both are Band1 projects.</p> <p>These systems which are referred to as “Advanced Transportation Management Systems” or ATMS include a variety of elements geared toward improving traffic flow, traffic monitoring, transit flow, and incidents (i.e., crash, malfunction, etc.) response. Elements of these systems include: a central command center with monitors, traffic signal communications infrastructure, adaptive signal systems, video monitoring, dynamic message boards, transit priority, emergency vehicle preemption, etc. The Improvements will be continuation of TIA 1 ITS projects.</p> <p>The purpose of the Concept Development phase is to define which specific improvements are necessary not only for expansion of existing system for additional coverage but also upgrades needed to current system. With ongoing advancement in applicable technologies it is critical to maintain capability of existing system at industry current standards. This phase will be used to formulate prelim & final design phase services. In July 2024, Augusta Engineering (AE) requested professional services (RFQ) to perform design and field engineering services for this project.</p>

Analysis:

RFQ’s were received on October 30, 2024 and firms were evaluated based on qualifications, project approach, and experience. The following three firms ranked top rated and were recommended for moving to Phase2 (Technical Proposal) evaluation & selection process.

<u>Firm</u>	<u>Final Rating</u>
1. Kimley-Horn and Associates, Inc.	491.3/500
2. WSP US, INC.	438.8/500
3. Atlas Technical Consultants LLC	351.3/500

Kimley-Horn and Associates, Inc. have been selected based on the evaluation procedures used for this project.

Financial Impact:

Projects TIA Funds

Alternatives:

1). Do not approve and find alternative to complete the TIA project

Recommendation:

Approve and award Preliminary Engineering Initial Concept Phase (PE-Phase1A) of the Design Consultant Services Agreement to Kimley-Horn and Associates, Inc. (KH) in the amount of \$192,690.35 for the RC ITS Master Plan Improvements and Emergency Vehicles & Transit Preemption System–Part II Projects. Award is contingent upon receipt of signed agreement and associated documents. AE/ RFQ 24-218

Funds are available in the following accounts:

(\$192,690.35) 372-041110-52.12115 - Projects TIA 2 Funds

REVIEWED AND APPROVED BY:

HM/sr

Request for Qualifications

Request for Qualifications will be received at this office until **Tuesday, August 20, 2024 @ 11:00 a.m.** via ZOOM Meeting ID: **813 9070 0705**; Passcode: **24218** for furnishing:

RFQ Item #24-218 Design Services for Richmond County ITS Master Plan Implementation and Richmond County Emergency Vehicle and Transit Preemption System for Augusta, GA – Engineering and Environmental Services Department

RFQs will be received by: The Augusta Commission hereinafter referred to as the OWNER at the offices of:

Geri A. Sams, Director
Augusta Procurement Department
535 Telfair Street - Room 605
Augusta, Georgia 30901

RFQ documents may be viewed on the Augusta Georgia web site under the Procurement Department ARcbid. RFQ documents may be obtained at the office of the Augusta, GA Procurement Department, 535 Telfair Street – Room 605, Augusta, GA 30901 (706-821-2422).

Pre-Qualification Conference will be held on Monday, August 5, 2024 @ 11:00 a.m. via Zoom Meeting ID: 848 1369 9772; Passcode: 24218.

All questions must be submitted in writing by fax to 706 821-2811 or by email to procbidandcontract@augustaga.gov to the office of the Procurement Department by Tuesday, August 6, 2024 @ 5:00 P.M. No RFQ will be accepted by fax or email, all must be received by mail or hand delivered. To ensure timely deliveries, all submittals must be received during our normal office hours from 8:30 a.m. to 5:00 p.m., Monday through Friday. No deliveries will be accepted prior to 8:30 a.m. or after 5:00 p.m., as the building is closed to the public and delivery services outside of these hours.

No RFQ may be withdrawn for a period of **90 days** after RFQ has been opened, pending the execution of contract with the successful bidder(s).

Request for qualifications (RFQ) and specifications. An RFQ shall be issued by the Procurement Office and shall include specifications prepared in accordance with Article 4 (Product Specifications), and all contractual terms and conditions, applicable to the procurement. **All specific requirements contained in the request for qualification including, but not limited to, the number of copies needed, the timing of the submission, the required financial data, and any other requirements designated by the Procurement Department are considered material conditions of the bid which are not waivable or modifiable by the Procurement Director.** All requests to waive or modify any such material condition shall be submitted through the Procurement Director to the appropriate committee of the Augusta, Georgia Commission for approval by the Augusta, Georgia Commission. Please mark RFQ number on the outside of the envelope.

GEORGIA E-Verify and Public Contracts: The Georgia E-Verify law requires contractors and all sub-contractors on Georgia public contract (contracts with a government agency) for the physical performance of services over \$2,499 in value to enroll in E-Verify, **regardless of the number of employees.** They may be exempt from this requirement if they have no employees and do not plan to hire employees for the purpose of completing any part of the public contract. Certain professions are also exempt. All requests for qualification issued by a city must include the [contractor affidavit](#) as part of the requirement for their bid to be considered.

Respondents are cautioned that acquisition of RFQ documents through any source other than the office of the Procurement Department is not advisable. Acquisition of RFQ documents from unauthorized sources places the proponent at the risk of receiving incomplete or inaccurate information upon which to base their qualifications.

Correspondence must be submitted via mail, fax or email as follows:

**Augusta Procurement Department
Attn: Geri A. Sams, Director of Procurement
535 Telfair Street, Room 605
Augusta, GA 30901
Fax: 706-821-2811 or Email: procbidandcontract@augustaga.gov**

GERI A. SAMS, Procurement Director

Publish:

Augusta Chronicle July 11, 18, 25, 2024 and August 1, 2024
Metro Courier July 11, 2024

Revised: 6/20/2024



RFQ Item #24-218 Design Services for Richmond County ITS Master Plan Implementation and Richmond County Emergency Vehicle and Transit Preemption System for Augusta, GA – Engineering and Environmental Services Department
RFQ Due: Tuesday, August 27, 2024 @ 11:00 a.m.

Total Number Specifications Mailed Out: 21
Total Number Specifications Download (Demandstar): 12
Total Electronic Notifications (Demandstar): 576
Georgia Procurement Registry: 1638
Total Packages Submitted: 4
Total Noncompliant: 0

VENDORS	Attachment "B"	E-Verify #	Addendum 1	Save Form	Original	7 Copies
Kimley-Horn and Associates, Inc. 3930 East Jones Bridge Road, Suite 350 Peachtree Corners, GA 30092	YES	2023677	YES	YES	YES	YES
KCI Technologies, Inc. 2160 Satellite Boulevard Suite 160 Duluth, GA 30097	YES	113742	YES	YES	YES	YES
WSP USA, Inc. 3340 Peachtree Rd. NE Suite 2400 Atlanta, GA 30326	YES	568440	YES	YES	YES	YES
Atlas Technical Consultants LLC 2450 Commerce Avenue, Suite 100 Duluth, GA 30096	YES	1380925	YES	YES	YES	YES



**RFQ Item #24-218 Design Services for Richmond County ITS Master Plan Implementation and Richmond County Emergency Vehicle and Transit Preemption System
for Augusta, GA – Engineering and Environmental Services Department**

Item 9.

**RFQ Due: Tuesday, August 27, 2024 @ 11:00 a.m.
Evaluation Date Phase I: Monday, September 9, 2024 @ 3:00 p.m. via ZOOM**

Vendors			Kimley-Horn and Associates, Inc. 3930 East Jones Bridge Road, Suite 350 Peachtree Corners, GA 30092	KCI Technologies, Inc. 2160 Satellite Boulevard Suite 160 Duluth, GA 30097	WSP USA, Inc. 3340 Peachtree Rd. NE Suite 2400 Atlanta, GA 30326	Atlas Technical Consultants LLC 2450 Commerce Avenue, Suite 100 Duluth, GA 30096	Kimley-Horn and Associates, Inc. 3930 East Jones Bridge Road, Suite 350 Peachtree Corners, GA 30092	KCI Technologies, Inc. 2160 Satellite Boulevard Suite 160 Duluth, GA 30097	WSP USA, Inc. 3340 Peachtree Rd. NE Suite 2400 Atlanta, GA 30326	Atlas Technical Consultants LLC 2450 Commerce Avenue, Suite 100 Duluth, GA 30096
Phase 1			Ranking of 0-5 (Enter a number value between 0 and 5)				Weighted Scores			
Evaluation Criteria	Ranking	Points	Scale 0 (Low) to 5 (High)							
Pre Screening										
Completeness of Response • Package submitted by the deadline • Package is complete (includes requested information as required per this solicitation) • Attachment B is complete, signed and notarized • Properly formatted, pages allowance adhered to, all addendums are acknowledged, proposer team holds the required area classes, contains resumes of team members.	N/A	Pass/Fail	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS
Phase 1										
1. Qualifications & Experience	(0-5)	15.0	5.0	3.0	4.3	3.3	75.0	45.0	63.8	48.8
2. Organization & Approach	(0-5)	15	4.8	3.0	4.0	3.3	71.3	45.0	60.0	48.8
3. References	(0-5)	5	5.0	4.5	5.0	4.8	25.0	22.5	25.0	23.8
Phase 1 Total - (Total Maximum Ranking 15 - Maximum Weighted Total Possible 175)			14.8	10.5	13.3	11.3	171.3	112.5	148.8	121.3
Phase 2										
4. Scope of Services & Wquality Control Procedures	(0-5)	15	5.0	0.0	4.3	4.0	75.0	0.0	63.8	60.0
5. Project Understand & Past Performance	(0-5)	15	5.0	0.0	4.5	3.0	75.0	0.0	67.5	45.0
6. Technical Approach, Alternatives concept, schedule	(0-5)	20	4.8	0.0	4.8	3.5	95.0	0.0	95.0	70.0
7. Presentation by team	(0-5)	10	5.0	0.0	4.0	3.5	50.0	0.0	40.0	35.0
8. Q&A Response to Panel Questions	(0-5)	5	5.0	0.0	4.8	4.0	25.0	0.0	23.8	20.0
Total Phase 2 - (Total Maximum Ranking 25 - Maximum Weighted Total Possible 175)		25	24.8	0.0	22.3	18.0	320.0	0.0	290.0	230.0
Total (Total Possible Score 500) Total (May not Receive Less Than a 3 Ranking in Any Category to be Considered for Award)										
Total Cumulative Score (Maximum point is 500)			39.5	10.5	35.5	29.3	491.3	112.5	438.8	351.3

Internal Use Only Page 1

Evaluator: Cumulative Date: Phase I 9/9/24 Phase II 11/6/24

Procurement Department Representative: Nancy Williams


Procurement Department Completion Date: Phase I 9/9/24 Phase II 11/6/24



Hameed Malik, Ph.D., P.E., Director

MEMORANDUM

TO: Darrell White, Interim Director Procurement

FROM:  Hameed Malik, Ph.D., PE, Director- Engineering & Environmental Services

DATE: Saturday, January 11, 2025

SUBJECT: Design Services for Richmond County ITS Master Plan Implementation and Richmond County Emergency Vehicle and Transit Preempt System Project
RFQ # 24-218
File Reference: 24-014(T)

It is supplemental recommendation of Augusta Engineering (AE) to award the engineering design services for the subject project & RFQ 24-218 to Kimley-Horn and Associates, Inc. (KH). AE entered into fee negotiation for concept phase design services and offered counter proposal to KH for consideration and acceptance or submitting revision to initial submitted proposal. Accordingly, KH submitted revised proposal & associated fees for those services. After careful review of KH offered revised proposal & associated fee for concept initial phase design services, AE is recommending accepting it.

AE preparing professional services contract award agenda item for Augusta Commission action. Award is contingent upon receipt of signed Professional Services contract.

Should you require additional information, please do not hesitate to contact me at (706)796-5040.

Thank you.

/hm

cc: Nancy Williams, Procurement Department
June Hamal, Augusta Engineering & Environmental Services
John Ussery, Augusta Engineering & Environmental Services-Traffic Engineering AD
Program File

**R. J. HAYNIE & ASSOCIATES
ATTN: BRANDON ORAVETZ
1551 FOREST PARKWAY
LAKE CITY, GA 30260**

**R. J. HAYNIE & ASSOCIATES
ATTN: BRANDON ORAVETZ
1551 FOREST PARKWAY
LAKE CITY, GA 30260**

**R. J. HAYNIE & ASSOCIATES
ATTN: BRANDON ORAVETZ
1551 FOREST PARKWAY
LAKE CITY, GA 30260**

**TRANSCORE
ATTN: BID DEPARTMENT
150 4TH AVENUE NORTH, SUITE 1200
NASHVILLE, TN 37219**

**TRANSCORE
ATTN: BID DEPARTMENT
150 4TH AVENUE NORTH, SUITE 1200
NASHVILLE, TN 37219**

**TRANSCORE
ATTN: BID DEPARTMENT
150 4TH AVENUE NORTH, SUITE 1200
NASHVILLE, TN 37219**

**BENESCH
1005 BROAD STREET, STE 200
AUGUSTA, GA 30901**

**BENESCH
1005 BROAD STREET, STE 200
AUGUSTA, GA 30901**

**BENESCH
1005 BROAD STREET, STE 200
AUGUSTA, GA 30901**

**AMERICAN LIGHTING SIGNALIZATION
11639 DAVIS CREEK ROAD EAST
JACKSONVILLE, FL 32256**

**AMERICAN LIGHTING SIGNALIZATION
11639 DAVIS CREEK ROAD EAST
JACKSONVILLE, FL 32256**

**AMERICAN LIGHTING SIGNALIZATION
11639 DAVIS CREEK ROAD EAST
JACKSONVILLE, FL 32256**

**MASON & HANGER
200 WEST SIDE SQUARE,
SUITE 51
HUNTSVILLE, AL 35801**

**MASON & HANGER
200 WEST SIDE SQUARE,
SUITE 51
HUNTSVILLE, AL 35801**

**MASON & HANGER
200 WEST SIDE SQUARE,
SUITE 51
HUNTSVILLE, AL 35801**

**HR GREEN
11011 RICHMOND AVENUE
SUITE 200
HOUSTON, TX 77042**

**HR GREEN
11011 RICHMOND AVENUE
SUITE 200
HOUSTON, TX 77042**

**HR GREEN
11011 RICHMOND AVENUE
SUITE 200
HOUSTON, TX 77042**

**GOODWYN, MILLS & CAWOOD
801 BROAD STREET
SUITE 900
AUGUSTA, GA 30901**

**GOODWYN, MILLS & CAWOOD
801 BROAD STREET
SUITE 900
AUGUSTA, GA 30901**

**GOODWYN, MILLS & CAWOOD
801 BROAD STREET
SUITE 900
AUGUSTA, GA 30901**

**ATLAS
ATTN: ROBINSON NICOL
2450 COMMERCE AVE, SUITE 100
DULUTH, GA 30096-8910**

**ATLAS
ATTN: ROBINSON NICOL
2450 COMMERCE AVE, SUITE 100
DULUTH, GA 30096-8910**

**ATLAS
ATTN: ROBINSON NICOL
2450 COMMERCE AVE, SUITE 100
DULUTH, GA 30096-8910**

**BROOKS BERRY HAYNIE &
ASSOCIATES
600 DISCOVERY PLACE
MABLETON, GA 30126**

**BROOKS BERRY HAYNIE &
ASSOCIATES
600 DISCOVERY PLACE
MABLETON, GA 30126**

**BROOKS BERRY HAYNIE &
ASSOCIATES
600 DISCOVERY PLACE
MABLETON, GA 30126**

**KIMLEY HORN
25 BULL STREET, SUITE 400
SAVANNAH, GA 31401**

**KIMLEY HORN
25 BULL STREET, SUITE 400
SAVANNAH, GA 31401**

**KIMLEY HORN
25 BULL STREET, SUITE 400
SAVANNAH, GA 31401**

TRANS ASSOCIATES
341 SCIENCE PARK ROAD
SUITE 104
STATE COLLEGE, PA 16803

TRANS ASSOCIATES
341 SCIENCE PARK ROAD
SUITE 104
STATE COLLEGE, PA 16803

TRANS ASSOCIATES
341 SCIENCE PARK ROAD
SUITE 104
STATE COLLEGE, PA 16803

JOHNSON LASCHOBER & ASSOCIATES
1296 BROAD STREET
AUGUSTA, GA 30901

JOHNSON LASCHOBER & ASSOCIATES
1296 BROAD STREET
AUGUSTA, GA 30901

JOHNSON LASCHOBER & ASSOCIATES
1296 BROAD STREET
AUGUSTA, GA 30901

HASKELL
111 RIVERSIDE AVE.
JACKSONVILLE, FL 32202

HASKELL
111 RIVERSIDE AVE.
JACKSONVILLE, FL 32202

HASKELL
111 RIVERSIDE AVE.
JACKSONVILLE, FL 32202

METRIC
13940 SW 136 STREET
MIAMI, FL 33186

METRIC
13940 SW 136 STREET
MIAMI, FL 33186

METRIC
13940 SW 136 STREET
MIAMI, FL 33186

INFRASTRUCTURE SYSTEMS MGT
ATTN: ABIE LADSON
1557 BROAD ST
AUGUSTA, GA 30901

INFRASTRUCTURE SYSTEMS MGT
ATTN: ABIE LADSON
1557 BROAD ST
AUGUSTA, GA 30901

INFRASTRUCTURE SYSTEMS MGT
ATTN: ABIE LADSON
1557 BROAD ST
AUGUSTA, GA 30901

KCI TECHNOLOGIES, INC
ATTN: DOT PEREZ YOUNG
2160 SATELLITE BLVD, SUITE 130
DULUTH, GA 30097

KCI TECHNOLOGIES, INC
ATTN: DOT PEREZ YOUNG
2160 SATELLITE BLVD, SUITE 130
DULUTH, GA 30097

KCI TECHNOLOGIES, INC
ATTN: DOT PEREZ YOUNG
2160 SATELLITE BLVD, SUITE 130
DULUTH, GA 30097

WORLD FIBER TECHNOLOGIES, INC.
ATTN: LESTER CLARK, JR.
5665 SHIRLEE INDUSTRIAL WAY
ALPHARETTA, GA 30004

WORLD FIBER TECHNOLOGIES, INC.
ATTN: LESTER CLARK, JR.
5665 SHIRLEE INDUSTRIAL WAY
ALPHARETTA, GA 30004

WORLD FIBER TECHNOLOGIES, INC.
ATTN: LESTER CLARK, JR.
5665 SHIRLEE INDUSTRIAL WAY
ALPHARETTA, GA 30004

SNYDER & ASSOCIATES
900 BELL DRIVE SW
CEDAR RAPIDS, IA 52404

SNYDER & ASSOCIATES
900 BELL DRIVE SW
CEDAR RAPIDS, IA 52404

SNYDER & ASSOCIATES
900 BELL DRIVE SW
CEDAR RAPIDS, IA 52404

ATKINS
ATTN: BID DEPARTMENT
ONE MIDTOWN PLAZA
SUITE 850
1360 PEACHTREE STREET, NE
ATLANTA, GA 30309

ATKINS
ATTN: BID DEPARTMENT
ONE MIDTOWN PLAZA
SUITE 850
1360 PEACHTREE STREET, NE
ATLANTA, GA 30309

ATKINS
ATTN: BID DEPARTMENT
ONE MIDTOWN PLAZA
SUITE 850
1360 PEACHTREE STREET, NE
ATLANTA, GA 30309

ATTN: SCOTT WILLIAMS
CRANSTON ENGINEERING
452 ELLIS STREET
AUGUSTA, GA 30903-2546

ATTN: SCOTT WILLIAMS
CRANSTON ENGINEERING
452 ELLIS STREET
AUGUSTA, GA 30903-2546

ATTN: SCOTT WILLIAMS
CRANSTON ENGINEERING
452 ELLIS STREET
AUGUSTA, GA 30903-2546

**MIOVISION
7800 3RD ST. NORTH, SUITE 100
OAKDALE, MN 55128**

**MIOVISION
7800 3RD ST. NORTH, SUITE 100
OAKDALE, MN 55128**

**MIOVISION
7800 3RD ST. NORTH, SUITE 100
OAKDALE, MN 55128**

**STANTEC
229 PEACHTREE ST. NE
SUITE 1900
ATLANTA, GA 30303-1629**

**STANTEC
229 PEACHTREE ST. NE
SUITE 1900
ATLANTA, GA 30303-1629**

**STANTEC
229 PEACHTREE ST. NE
SUITE 1900
ATLANTA, GA 30303-1629**

**KIMLEY-HORN AND ASSOCIATES, INC.
3930 EAST JONES BRIDGE ROAD,
SUITE 350
PEACHTREE CORNERS, GA 30092**

**KIMLEY-HORN AND ASSOCIATES, INC.
3930 EAST JONES BRIDGE ROAD,
SUITE 350
PEACHTREE CORNERS, GA 30092**

**KIMLEY-HORN AND ASSOCIATES, INC.
3930 EAST JONES BRIDGE ROAD,
SUITE 350
PEACHTREE CORNERS, GA 30092**

**HAMEED MALIK
AEESD**

**JUNE HAMAL
AEESD**

**PHYLLIS JOHNSON
COMPLIANCE**

**BID ITEM #24-218
DESIGN SERVICES FOR RICHMOND CO. ITS
MASTER PLAN IMPLEMENTATION &
RICHMOND CO. EMERGENCY VEHICLE &
TRANSIT PREEMPTION SYSTEM FOR AEESD
ADDENDUM 1 MAILED: WED. 8/14/2024**

**BID ITEM #24-218
DESIGN SERVICES FOR RICHMOND CO. ITS
MASTER PLAN IMPLEMENTATION &
RICHMOND CO. EMERGENCY VEHICLE &
TRANSIT PREEMPTION SYSTEM FOR AEESD
BID DUE: TUES., 8/27/24 @ 11:00 A.M.**

R. J. HAYNIE & ASSOCIATES
ATTN: BRANDON ORAVETZ
1551 FOREST PARKWAY
LAKE CITY, GA 30260

BROOKS BERRY HAYNIE & ASSOCIATES
600 DISCOVERY PLACE
MABLETON, GA 30126

WORLD FIBER TECHNOLOGIES, INC.
ATTN: LESTER CLARK, JR.
5665 SHIRLEE INDUSTRIAL WAY
ALPHARETTA, GA 30004

TRANSCORE
ATTN: BID DEPARTMENT
150 4TH AVENUE NORTH, SUITE 1200
NASHVILLE, TN 37219

KIMLEY HORN
25 BULL STREET, SUITE 400
SAVANNAH, GA 31401

SNYDER & ASSOCIATES
900 BELL DRIVE SW
CEDAR RAPIDS, IA 52404

BENESCH
1005 BROAD STREET, STE 200
AUGUSTA, GA 30901

TRANS ASSOCIATES
341 SCIENCE PARK ROAD
SUITE 104
STATE COLLEGE, PA 16803

ATKINS
ATTN: BID DEPARTMENT
ONE MIDTOWN PLAZA
SUITE 850
1360 PEACHTREE STREET, NE
ATLANTA, GA 30309

AMERICAN LIGHTING SIGNALIZATION
11639 DAVIS CREEK ROAD EAST
JACKSONVILLE, FL 32256

JOHNSON LASCHOBER & ASSOCIATES
1296 BROAD STREET
AUGUSTA, GA 30901

ATTN: SCOTT WILLIAMS
CRANSTON ENGINEERING
452 ELLIS STREET
AUGUSTA, GA 30903-2546

MASON & HANGER
200 WEST SIDE SQUARE,
SUITE 51
HUNTSVILLE, AL 35801

HASKELL
111 RIVERSIDE AVE.
JACKSONVILLE, FL 32202

MIOVISION
7800 3RD ST. NORTH, SUITE 100
OAKDALE, MN 55128

HR GREEN
11011 RICHMOND AVENUE
SUITE 200
HOUSTON, TX 77042

METRIC
13940 SW 136 STREET
MIAMI, FL 33186

STANTEC
229 PEACHTREE ST. NE
SUITE 1900
ATLANTA, GA 30303-1629

GOODWYN, MILLS & CAWOOD
801 BROAD STREET
SUITE 900
AUGUSTA, GA 30901

INFRASTRUCTURE SYSTEMS MGT
ATTN: ABIE LADSON
1557 BROAD ST
AUGUSTA, GA 30901

KIMLEY-HORN AND ASSOCIATES, INC.
3930 EAST JONES BRIDGE ROAD,
SUITE 350
PEACHTREE CORNERS, GA 30092

BID ITEM #24-218
DESIGN SERVICES FOR RICHMOND CO. ITS
MASTER PLAN IMPLEMENTATION &
RICHMOND CO. EMERGENCY VEHICLE &
TRANSIT PREEMPTION SYSTEM FOR AEESD
BID MAILED: THURSDAY, 7/11/2024

BID ITEM #24-218
DESIGN SERVICES FOR RICHMOND CO. ITS
MASTER PLAN IMPLEMENTATION &
RICHMOND CO. EMERGENCY VEHICLE &
TRANSIT PREEMPTION SYSTEM FOR AEESD
BID DUE: TUES., 8/20/24 @ 11:00 A.M.

PAGE 1 OF 1

Kimley-Horn and Associates, Inc.
3930 East Jones Bridge Road,
Suite 350
Peachtree Corners, GA 30092

KCI Technologies, Inc.
2160 Satellite Boulevard
Suite 160
Duluth, GA 30097

WSP USA, Inc.
3340 Peachtree Rd. NE
Suite 2400
Atlanta, GA 30326

Atlas Technical Consultants LLC
2450 Commerce Avenue,
Suite 100
Duluth, GA 30096

HAMEED MALIK
AEESD

JUNE HAMAL
AEESD

PHYLLIS JOHNSON
COMPLIANCE

BID ITEM #24-218
DESIGN SERVICES FOR RICHMOND CO. ITS
MASTER PLAN IMPLEMENTATION &
RICHMOND CO. EMERGENCY VEHICLE &
TRANSIT PREEMPTION SYSTEM FOR AEESD
BID MAILED: THURSDAY, 7/11/2024

BID ITEM #24-218
DESIGN SERVICES FOR RICHMOND CO. ITS
MASTER PLAN IMPLEMENTATION &
RICHMOND CO. EMERGENCY VEHICLE &
TRANSIT PREEMPTION SYSTEM FOR AEESD
BID DUE: TUES., 8/20/24 @ 11:00 A.M.

PAGE 1 OF 1
Shortlist Notificaiton

Tywanna Scott

From: bidnotice.donotreply@doas.ga.gov
Sent: Thursday, July 11, 2024 12:57 PM
To: Tywanna Scott
Subject: [EXTERNAL] Confirmation of the Event Batch Email process - PE-72155-NONST-2024-000000068

Dear Tywanna Scott,
tscott@augustaga.gov

Please review the particulars of an event for 72155-AUGUSTA, CITY OF furnished below.

Event Number: PE-72155-NONST-2024-000000068
Event Title: 24-218 Design Services for Richmond County ITS Master Plan Implementation and Richmond County Emerg
Event Type: Non-State Agency

Process Log

2024/07/11 12:46:04 : Log starts for - 15296592 - EVENT_RELEASE_TO_SUPL
2024/07/11 12:46:06 : Email Process Log for the Event#: PE-72155-NONST-2024-000000068
2024/07/11 12:46:06 : Email Batch# 2407111372
2024/07/11 12:46:06 : Notification Type: EVENT_RELEASE_TO_SUPL
2024/07/11 12:48:00 : Bad Email not sent to anthony. penamon@opensystemsinc.com of OPEN SYSTEMS INC
2024/07/11 12:56:43 : Total No of Contacts found for sending Email: 1638
2024/07/11 12:56:43 : No of Email(s) not sent due to Bad Email Address: 1

The sourcing event can be reviewed at:
<https://ssl.doas.state.ga.us/gpr/eventDetails?eSourceNumber=PE-72155-NONST-2024-000000068&sourceSystemType=gpr20>

07/11/2024 12:56:43 PM

[NOTICE: This message originated outside of the City of Augusta's mail system -- DO NOT CLICK on links, open attachments or respond to requests for information unless you are sure the content is safe.]

Planholders

Add Supplier

Export To Excel

Supplier (12)

Supplier	Download Date
Cincar Consulting Group, LLC	07/31/2024
Cranston LLC	07/11/2024
Dodge Data	07/11/2024
KCI Technologies, Inc.	08/13/2024
KDS EXPRESS LLC	07/22/2024
Miovision	07/22/2024
Mission Critical Partners, LLC	07/15/2024
Onvia, Inc. - Content Department	07/11/2024
Pond & Company	07/11/2024
Robinson Transportation Consultants, LLC	07/24/2024
Sentinel Technologies, Inc	07/12/2024
WSP USA Inc.	07/29/2024

Add Supplier

Supplier Details

Supplier Name	Cincar Consulting Group, LLC
Contact Name	Paul Slone
Address	400 Perimeter Center Terrace NE Ste 125, Atlanta, GA 30346
Email	paul.slone@itsc2G.com
Phone Number	678-761-6616

Documents

[Click here to find out how Euna Procurement can better help your purchasing team](#)

Item 9.

24-218_RFQ

Bid Document / Specifications

[View](#)
[History](#)

24-218_ADD1

Addendum

[View](#)
[History](#)

Sec. 1-10-47. Request for qualifications; pre-qualifications of contractors.

- (a) The Procurement Director, in consultation with the Administrator and using agency head may determine that it shall be in the best interest of Augusta, Georgia to pre-qualify offerors for contracts of a particular type. The imposed standards shall be met by any contractor who wishes submit a bid or proposal for the subject project. The contractor shall submit required data in order to obtain a fair and impartial determination of whether the pre-qualification standards have been met. When pre-qualification is required, only those contractors who submit the required pre-qualification information and who are actually pre-qualified to submit a bid or proposal for the proposed solicitation.
- (b) *Public notice.* Public notice of pre-qualification shall be given in the same manner as provided in section 1-10-50 (c).
- (c) *Pre-qualification standards.* The Procurement Director and affected using agency heads shall review all information submitted by the suppliers and, if necessary, require additional information. The standards set for pre-qualification shall include but not be limited to factors set forth in section 1-10-50-Sealed Bids; Bid Acceptance and Bid Evaluation or section 1-10-52-Sealed Proposals; Evaluation and Selection. If the Procurement Director and Administrator determine that the contractor meets all standards, then the contractor shall be so pre-qualified. The contractor shall be notified in writing.
- (d) *Failure to pre-qualify.* Should a contractor not be pre-qualified, appropriate written notice shall be sent and the contractor may appeal such determination as provided in Article 9.
- (e) In no instance shall a contract be awarded from the solicitation of request for qualifications.

Sec. 1-10-51. Request for proposals.

Request for proposals shall be handled in the same manner as the bid process as described above for solicitation and awarding of contracts for goods or services with the following exceptions:

- (a) Only the names of the vendors making offers shall be disclosed at the proposal opening.

- (b) Content of the proposals submitted by competing persons shall not be disclosed during the process of the negotiations.
- (c) Proposals shall be open for public inspection only after the award is made.
- (d) Proprietary or confidential information, marked as such in each proposal, shall not be disclosed without the written consent of the offeror.
- (e) Discussions may be conducted with responsible persons submitting a proposal determined to have a reasonable chance of being selected for the award. These discussions may be held for the purpose of clarification to assure a full understanding of the solicitation requirement and responsiveness thereto.
- (f) Revisions may be permitted after submissions and prior to award for the purpose of obtaining the best and final offers.
- (g) In conducting discussions with the persons submitting the proposals, there shall be no disclosure of any information derived from the other persons submitting proposals.

Sec. 1-10-52. Sealed proposals.

- (a) *Conditions for use.* In accordance with O.C.G.A. § 36-91-21(c)(1)(C), the competitive sealed proposals method may be utilized when it is determined in writing to be the most advantageous to Augusta, Georgia, taking into consideration the evaluation factors set forth in the request for proposals. The evaluation factors in the request for proposals shall be the basis on which the award decision is made when the sealed proposal method is used. Augusta, Georgia is not restricted from using alternative procurement methods for obtaining the best value on any procurement, such as Construction Management at Risk, Design/Build, etc.
- (b) *Request for proposals.* Competitive sealed proposals shall be solicited through a request for proposals (RFP).
- (c) *Public notice.* Adequate public notice of the request for proposals shall be given in the same manner as provided in section 1-10- 50(c)(Public Notice and Bidder's List); provided the normal period of time between notice and receipt of proposals minimally shall be fifteen (15) calendar days.

- (d) *Pre-proposal conference.* A pre-proposal conference may be scheduled at least five (5) days prior to the date set for receipt of proposals, and notice shall be handled in a manner similar to section 1-10-50(c)-Public Notice and Bidder's List. No information provided at such pre-proposal conference shall be binding upon Augusta, Georgia unless provided in writing to all offerors.
- (e) *Receipt of proposals.* Proposals will be received at the time and place designated in the request for proposals, complete with bidder qualification and technical information. No late proposals shall be accepted. Price information shall be separated from the proposal in a sealed envelope and opened only after the proposals have been reviewed and ranked.

The names of the offerors will be identified at the proposal acceptance; however, no proposal will be handled so as to permit disclosure of the detailed contents of the response until after award of contract. A record of all responses shall be prepared and maintained for the files and audit purposes.

- (f) *Public inspection.* The responses will be open for public inspection only after contract award. Proprietary or confidential information marked as such in each proposal will not be disclosed without written consent of the offeror.
- (g) *Evaluation and selection.* The request for proposals shall state the relative importance of price and other evaluation factors that will be used in the context of proposal evaluation and contract award. (Pricing proposals will not be opened until the proposals have been reviewed and ranked). Such evaluation factors may include, but not be limited to:
 - (1) The ability, capacity, and skill of the offeror to perform the contract or provide the services required;
 - (2) The capability of the offeror to perform the contract or provide the service promptly or within the time specified, without delay or interference;
 - (3) The character, integrity, reputation, judgment, experience, and efficiency of the offeror;
 - (4) The quality of performance on previous contracts;
 - (5) The previous and existing compliance by the offeror with laws and ordinances relating to the contract or services;
 - (6) The sufficiency of the financial resources of the offeror relating to his ability to perform the contract;

- (7) The quality, availability, and adaptability of the supplies or services to the particular use required; and
 - (8) Price.
- (h) *Selection committee.* A selection committee, minimally consisting of representatives of the procurement office, the using agency, and the Administrator's office or his designee shall convene for the purpose of evaluating the proposals.
 - (i) *Preliminary negotiations.* Discussions with the offerors and technical revisions to the proposals may occur. Discussions may be conducted with the responsible offerors who submit proposals for the purpose of clarification and to assure full understanding of, and conformance to, the solicitation requirements. Offerors shall be accorded fair and equal treatment with respect to any opportunity for discussions and revision of proposals and such revisions may be permitted after submission and prior to award for the purpose of obtaining best and final offers. In conducting discussions, there shall be no disclosure of information derived from proposals submitted by competing offerors.
 - (j) From the date proposals are received by the Procurement Director through the date of contract award, no offeror shall make any substitutions, deletions, additions or other changes in the configuration or structure of the offeror's teams or members of the offeror's team.
 - (k) *Final negotiations and letting the contract.* The Committee shall rank the technical proposals, open and consider the pricing proposals submitted by each offeror. Award shall be made or recommended for award through the Augusta, Georgia Administrator, to the most responsible and responsive offeror whose proposal is determined to be the most advantageous to Augusta, Georgia, taking into consideration price and the evaluation factors set forth in the request for proposals. No other factors or criteria shall be used in the evaluation. The contract file shall contain a written report of the basis on which the award is made/recommended. The contract shall be awarded or let in accordance with the procedures set forth in this Section and the other applicable sections of this chapter.



December 31, 2024

Ms. Nancy Williams
Contract Compliance Administrator
Augusta Procurement Department
Augusta, Georgia Municipal Building
535 Telfair Street, Suite 605
Augusta, Georgia 30901

Re: ***RFQ Item #24-218: Design Services for Richmond County ITS Master Plan Implementation
Task Order 1 – Review of Fiber Network and ATMS Recommendations
Professional Services Agreement***

Dear Ms. Williams:

Kimley-Horn and Associates, Inc. (“Kimley-Horn” or “Consultant”) is pleased to submit this letter agreement (the “Agreement”) to the Augusta Engineering Department (“Client” or “AED”) for providing data collection and recommendations for improvements to the City of Augusta Fiber Optic Communications System and Advanced Transportation Management System.

Project Understanding

As part of Task Order 1, Kimley-Horn will gather existing data and information on the City’s existing Advanced Transportation Management System (ATMS). Working with AED, the Consultant will evaluate this data and future goals to inform future enhancements to the City’s fiber optic communications network and overall ATMS system, including the City’s Traffic Management Center (TMC).

Scope of Services

Task 1: Project Management and Administration

Communication and coordination throughout the project are essential to success. Project management tasks include consultant-client coordination and communication, meeting documentation, quality assurance / quality control, project schedule adherence, and monthly invoicing with detailed progress reporting. It is anticipated that all work associated with Task Order 1 will be completed within approximately nine (9) months of Notice to Proceed. All project deliverables will be reviewed for accuracy and completeness prior to submission to the City.

Deliverables:

Project Schedule
Meeting Notes
Monthly Progress Reports (to be submitted with Monthly Invoice)



Task 2: Data Collection and Existing Conditions Report

In an effort to best inform future design decisions, the Consultant will collect existing information on the City's fiber optic network and ATMS. Information gathered will include:

- Existing documentation, including: studies, ITS architecture, etc.
- Existing fiber optic communications network plans and details
- Existing fiber optic splicing details and allocation tables
- Existing traffic signal information (location, communication status, etc.)
- Existing closed circuit television (CCTV) cameras
- Other existing ITS deployments
- Existing TMC details (layout, size, videowall, workstations, etc.)
- Existing TMC video wall details (type, size, management system, etc.)
- Future planned projects (roadway, signals, ITS, etc.)

It is expected that this data collection will require a combination of research of existing documentation, field/site visits, staff interviews, and a stakeholder meeting.

The stakeholder meeting will be held after all other data has been collected and summarized. The Consultant will work with the Client to determine the required stakeholders that should be in attendance at the stakeholder meeting. The stakeholder meeting will seek to verify the existing information and supplement the existing data with missing information and future needs and goals.

The results of this data collection effort will be summarized in an Existing Conditions Report. The Existing Conditions Report will be submitted to the AED for review and approval. Upon approval, the Existing Conditions Report will be used to inform the Future Recommendations Report.

Deliverables:

Data Collection Request
 Preliminary Existing Conditions Report
 Stakeholder Meeting – Meeting Minutes
 Final Existing Conditions Report

Task 3: Needs Assessment and Future Recommendations Report

Utilizing the Existing Conditions Report, the Consultant will develop a list of potential projects to enhance the City's existing fiber optic and ATMS systems. This list will include project limits, equipment needs, design requirements, potential challenges, proposed timelines for design and construction, and anticipated design and construction costs. The Consultant will submit this preliminary list to the Client to review.

The Consultant will then hold a priority setting meeting with stakeholders, as determined by the City. The goal of this meeting will be to refine the proposed recommendations and prioritize the proposed projects based on need, budget and time to implement.

The Consultant will submit the results of this meeting in a Preliminary Future Recommendations Report for review by the AED. The Preliminary Future Recommendations Report will provide detail on each proposed project, including the projects' design and construction costs, and will provide the general prioritization that came out of the stakeholder review.



Based on the AED's comments, the Consultant will develop and submit the Final Future Recommendations Report to the AED. It is intended that the Future Recommendations Report will inform the next phases (i.e. the next Task Orders) of this project.

Deliverables:

Preliminary Projects List (for review prior to stakeholder meeting)
Stakeholder Priority Meeting – Meeting Minutes
Preliminary Future Recommendations Report
Final Future Recommendations Report

Information Provided by Client

When available, the Client shall provide all information requested by Kimley-Horn during the project, including but not limited to the following:

- Existing ITS reports and studies
- Existing communication plans
- Existing splicing details and allocation tables
- Existing data and specifications related to existing TMC
- On-going and future projects list, including project information (project scope, locations, schedules, timelines, etc.), for all City projects (roadway, signals, ITS, etc.) located within Richmond County

Additional Services

The following items are not included in this scope and can be performed at an additional cost or will be included in future Task Orders:

- Developing Fiber Optic Splicing Details
- Fiber Optic Field Testing and Audits
- Developing Network Architecture, IP Schema, etc.
- Survey and S.U.E.
- Other items not specifically listed in Tasks 1 - 3

Schedule

We will provide our services as expeditiously as practical with the goal of meeting a nine-month schedule, contingent on Notice to Proceed date.

Kimley»»Horn

Fee and Expenses

Kimley-Horn will perform the services in Tasks 1 - 3 for the total lump sum fee below. Individual task amounts are informational only. Kimley-Horn reserves the right to reallocate amounts among tasks as necessary.

Task 1	Project Management and Administration	\$26,616.98
Task 2	Data Collection and Existing Conditions Report	\$73,693.94
Task 3	Needs Assessment and Future Recommendations Report	\$72,379.43
<i>Subtotal</i>		<i>\$172,690.35</i>
Task 4 Force Account (Not shown in fee spreadsheet)		\$20,000.00

Total Lump Sum Fee **\$192,690.35**

Lump sum fees will be invoiced monthly based upon the overall percentage of services performed. Payment will be due within 25 days of your receipt of the invoice and should include the invoice number and Kimley-Horn project number.

Closure

If you concur in all the foregoing and wish to direct us to proceed with the services, please provide Kimley-Horn with a Work Authorization for review and signature. We will commence services only after we have received a fully-executed copy of this Agreement.

We appreciate the opportunity to provide these services to you. Please contact me at 256 344 1149 or Jenny.Brown@kimley-horn.com if you have any questions.

Very truly yours,

KIMLEY-HORN AND ASSOCIATES, INC.



By: Jenny Brown, P.E., PTOE
Project Manager



Kenn Fink, P.E.
Principal

Attachment – Manhour/Fee Spreadsheet
Attachment – Kimley-Horn Certified Payroll
Attachment – ISM Letter RE: Certified Payroll

City of Augusta, Georgia
COST PROPOSAL

Proj. No.: 24-218

PI No.:

Prime: Kimley-Horn

Date: 31-Dec-2024

Project: Design Services for Richmond County ITS Master Plan Imp

County: Richmond

Contract Type: LS

Fixed Fee %: 10%

Master Contract: 24-218

Contract Expiration: _

Task Order No: 1

Item 9.

Cost Summary

By Phase / Discipline / Firm

▼ Formula Pulls Firm Name from each Discipline Tab

Include a column for each discipline tab included in the proposal.
 Ensure formulas link to the corresponding discipline tab.

Phase	Phase Description	Total Fee	Kimley-Horn	0	Infrastructure Systems Management (ISSM)	0	Kimley-Horn	0	0	0	0	0	0	0
	Enter discipline provided by firm >>		Project Management	Roadway Design	Design Support	Design Support	Traffic Operations	Environmental	Environmental	Survey	Aerial Mapping	Utilities Investigation (SUE)	Geotech	Lighting
	Totals	\$ 172,690.35	\$ 22,519.34	\$ -	\$ 20,065.25	\$ -	\$ 130,105.76	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
1	Project Management	\$ 26,616.98	\$ 22,519.34	\$ -	\$ 4,097.64	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2	Data Collection/Exist Cond	\$ 73,693.94	\$ -	\$ -	\$ 11,175.09	\$ -	\$ 62,518.85	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
3	Needs Assessment	\$ 72,379.43	\$ -	\$ -	\$ 4,792.52	\$ -	\$ 67,586.91	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
7		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Fixed Fee	\$ 15,323.36	\$ 2,000.34	\$ -	\$ 1,777.85	\$ -	\$ 11,545.17	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

	Tab Name>>	PM1	Rd1	DS1	DS2	Trf1	Env1	Env2	Srv1	Map1	SUE1	OMT1	Lt1
DBE (Yes or No)		No		No		No							
DBE Participation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
DBE %													
Contract DBE Goal %		0.0%											