

ENGINEERING SERVICES COMMITTEE MEETING AGENDA

Commission Chamber Tuesday, March 25, 2025 1:05 PM

ENGINEERING SERVICES

- **1.** Approve Amendment to the Contract with ESG Operations, Inc. for the Operation of Water Pollution Control Facilities and approve an additional 5 year extension of the Contract.
- 2. Receive as information Emergency Purchase of Waste Wheel Carts in amount of \$36,902.50 from SIERRA Container Group. AE
- 3. Approve the continued funding of the current On-Call Field and Laboratory Testing for Soil and Construction Material, and Geotechnical Inspection and Investigation (CMT Geotech) Services contract in the amount of \$253,950.00 for Road Paving 2024-2025 construction. MC2 assigned to Road Paving 2024-2025 construction material testing & special inspection services. AE/RFP 19-179
- 4. Approve Supplementing (SA5) Construction Contract of Landfill Phase 3 Cell3B2 Unfinished Liner-Part3 Construction Services to Morgan Corp. Also, approve supplemental funding for \$1,000,000.00 for completing Cell3B2-Part3 construction. AE/RFP 21-183
- 5. Approve Augusta Utilities Contract With Itron For Advanced Metering Infrastructure (RFP 24-261). The requested is for a five (5) year contract with the option to extend for five (5) additional years with Commission approval.
- 6. Approve the purchase through a sole source procurement for the Procore (web-based technology) for Augusta Engineering Infrastructure TIA & Other projects construction management. Also Approve funds in the amount of \$46,955.52 for this service annual usage. / AE
- 7. Discuss Broad St Design and Construction management Brad Usry and other Broad Street business owners presenting. (Requested by Commissioner Brandon Garrett)
- 8. To approve proposal from HDR, Inc to provide additional engineering services to fulfill the requirements of the EPA Lead and Copper Rule Revision Water Service Line Inventory (PO 24AUA124)
- 9. Discuss installation of traffic lights or other traffic devices at Squire and Barton Chapel Rd. (Requested by Commissioner Alvin Mason)
- 10. Approve the purchase through a sole source procurement for the Opticom Miovision Emergency Preemption System for the TIA Intelligent Transportation System project (Project RC07-0151, PI#001726). Approve funds in the amount of \$599,030.50. Also, authorize the mayor to sign and execute the contract. AE

- 11. Motion to determine that portion of Woodson Lane as shown on the attached plat and consisting of approximately .32 acre, has ceased to be used by the public to the extent that no substantial public purpose is served by it or that its removed from the county road system is otherwise in the best public interest, and a public hearing shall be held regarding the issue of abandonment pursuant to O.C.G.A. 32 -7-2, with the abandoned property to be quit-claimed to the appropriate party(ies).
- 12. Motion to determine that portion of Dogwood Terrace Apartments, approximately 940 feet of Fifteenth Ave, 326 feet of Dudley Street, 1264 feet of First Avenue, 1155 feet of Second Avenue, 1393 feet of Third Avenue, 722 feet of Leonard Drive and 877 feet of Old Savannah Road as shown on the attached plat, has ceased to be used by the public to the extent that no substantial public purpose is served by it or that its removed from the county road system is otherwise in the best public interest, and a public hearing shall be held regarding the issue of abandonment pursuant to O.C.G.A. 32 -7-2, with the abandoned property to be quit-claimed to the appropriate party(ies).
- **13.** Motion to approve the minutes of the March 11, 2025 Engineering Services Committee Meeting.



Approve Amendment to the Contract with ESG Operations

Meeting Date: 3/25/25

ESG Agreement Amendment

Department: Utilities

Presenter: Wes Byne

Caption: Approve Amendment to the Contract with ESG Operations, Inc. for the Operation of

Water Pollution Control Facilities and approve an additional 5 year extension of the

Contract.

Background:

Augusta and ESG Operations, Inc. (ESG) are extending an Agreement for Operations,

Maintenance and Management Services. The contract was amended in 2017 and extended

Maintenance and Management Services. The contract was amended in 2017 and extended

for five years with an option to extend an additional five year period.

Attached is a proposed Amendment No. 12 from ESG, which sets forth a 2024 budget (Appendix F) of \$7,726,880.00. The estimated cost of wastewater treatment services for 2024 is \$7,514,080.00. We have also included an allowance of \$212,800.00 to provide for ESG assistance as may be needed at the water treatment facilities and other areas within our system.

In addition, the following appendices are also included in this agreement:

<u>Appendix F</u> to this amendment includes services to assist AUD with developing and implementing a Fats, Oils, and Grease (FOG) program. AUD currently has a program, but has requested assistance updating the protocols and procedures to more efficiently collect and track the FOG that is pumped from the system.

Appendix F-1 to this amendment is the reconciliation of forecasted 2024 year actual cost to the projected cost. This cost is estimated to be not more than \$650,000.00. This amount is due to significant chemical costs. A new chlorine generator was installed this year which has proven to be very successful and should lower this cost in the future.

Appendix I to this amendment includes personnel to further extend the sanitary sewer system evaluation and assist with inspection of the wastewater collection system including manhole inspections and condition assessment of piping using SL-RAT technology. This cost is estimated to be not more than \$669,760.00.

<u>Appendix M</u> to this amendment includes installation of valve actuators on Fort Eisenhower for the raw water plant to be used mainly for irrigation. This cost is estimated to be not more than \$294,325.

<u>Appendix N</u> to this amendment is for continuation of routine water tank maintenance and inspections that began in 2018. This cost is estimated to be not more than \$89,000.

Appendix O to this amendment includes services to wash, inspect, repair, and paint water tanks. This cost is estimated to be not more than \$890,650.

Analysis: The proposed budget for the operation of our water pollution control facilities represents a

minor increase related to personnel to support the FOG program.

\$7,726,880.00 for estimated annual Operation and Maintenance fund for Appendix F, **Financial Impact:**

\$650,000 for estimated overage from annual Operations and Maintenance fund for

Appendux F-1,

\$294,325 for Fort Eisenhower work from 507 Capital fund,

\$1,649,410.00 for additional work as described in Appendixes I, N, and O from annual

Operations and Maintenance fund.

Pursue other delivery methods for the proposed additional work. (Not Recommended) **Alternatives:**

We recommend approval of Amendment to the contract with ESG Operations, Inc. for the **Recommendation:**

Operation of Water Pollution Control Facilities and additional work as described.

506043310-5211110 Appendix F, F-1

Funds are available in

506043410-5211110 Appendix I the following accounts: 506043580-5223211 Appendix N, O

507043410-5425110 Appendix M

REVIEWED AND N/A **APPROVED BY:**

AMENDMENT NO. 12 to the AGREEMENT Between ESG OPERATIONS, LLC And AUGUSTA, GEORGIA For

Operations, Maintenance and Management Services

This Amendment is made and entered into this 1st day of January, 2025, between AUGUSTA, GEORGIA, by and through the Augusta-Richmond County Commission, a political subdivision of the State of Georgia (hereinafter "Augusta"), and ESG OPERATIONS, LLC, a Georgia corporation, (hereinafter "ESG"). This is Amendment No. 12 to the Agreement dated the 16th day of December 2009, between Augusta and ESG.

NOW THEREFORE, Augusta and ESG agree to amend the Agreement as follows:

REPLACE Article 4.1 with the following new Article:

4.1 Augusta shall pay to ESG a base fee equal to the Augusta budget shown in Appendix F. This includes the actual cost of the Scope of Services performed by ESG plus a Management and Administrative Fee. The base fee shall not include services which are not specifically defined by Section 2 of this Agreement. The base fee for this Amendment shall be Six Million Six Hundred Seventy-Nine Thousand Dollars (\$6,709,000.00) and the Management and Administrative Fee shall be Eight Hundred One Thousand Four Hundred and Eighty Dollars (\$805,080.00). The base fee and the Management and Administrative Fee shall be payable in advance in equal monthly installments which shall be Six Hundred Forty-Three Thousand and Nine Hundred Seven Dollars (\$643,907.00). Said base fee shall be for the period beginning on January 1st, 2025 and ending on December 31st, 2025. Thereafter, the base fee will be negotiated as described in Article 4.2. The Management and Administrative Fee shall increase proportionally with the base fee adjustments described in Articles 4.2 and 4.4.

REPLACE Article 7.1 with the following new Article:

7.1 The Agreement is extended for an additional five-year term which shall commence January 1, 2025 and end on December 31, 2029.

REPLACE Appendix F with the following new Appendix F.

REPLACE Appendix F1 with the following new Appendix F1.

ADD Appendix I.

REPLACE Appendix M with the following new Appendix M.

REPLACE Appendix N with the following new Appendix N.

REPLACE Appendix O with the following new Appendix O,

All other terms and conditions remain in effect in accordance with the Agreement referenced in this Amendment.

Both parties indicate their approval of this Amendment by signature below.

Authorized signatures:

INRARMARK, LLC d/b/a ESG Operations

AUGUSTA, GEORGIA

Item 1.

By:	By:
Daniel E. Groselle,	Garnett L. Johnson,
Chief Executive Officer	Mayor
	Date:
Date:	
	ATTEST:
	Clerk of Commission
	Data

Appendix F 2025 Project Budget and Staffing Plan

D	• 4	\mathbf{r}	1 4
Pro	IPCT	KII	dget
110		Du	uzci

_	8	
PERSONNEL SERVICES	\$ 2,360,000.00	
ADMINISTRATIVE EXPENSES	\$ 109,000.00	
UTILITIES	\$ 190,000.00	
CHEMICALS	\$ 665,000.00	
MATERIALS & SUPPLIES	\$ 210,000.00	
VEHICLES & EQUIPMENT	\$ 115,000.00	
OUTSIDE SERVICES	\$ 600,000.00	
BIOSOLIDS MANAGEMENT	\$ 1,860,000.00	
MAINTENANCE & REPAIR	\$ 600,000.00	
TOTAL OPERATING BUDGET	\$6,709,000.00	
MANAGEMENT & ADMINISTRATIVE FEE (12%)	805,080.00	
CONTRACTOR'S SUBTOTAL		\$ 7,514,080.00
DIRECTOR'S ALLOWANCE	\$ 190,000.00	
MANAGEMENT & ADMINISTRATIVE FEE (12%)	22,800.00	
DIRECTOR'S ALLOWANCE SUBTOTAL		212,800.00
TOTAL 2025 BUDGET		\$ 7,726,880.00

7

Appendix F (Continued) 2024 Project Budget and Staffing Plan

Project Staffing Plan

Budgeted Position	Budgeted Number
Project Director	1
Lab/ IPP Manager	1
Operations Manager	1
Maintenance Manager	1
Land Application Manager	1
Operators	11
Lab Analysts	2
IPP/FOG Technicians	4
Mechanics	5
Maintenance Support	3
Administrative	2
Education Specialist	2

Appendix F (Continued)

AUD requests in this renewal term that ESG develop and implement a FOG management program. The costs associated with the implementation of this scope including two additional full-time employees and associated assets are included in this Appendix F and the scope of service is defined in the following overview of the FOG Management Program:

1. Components:

- a. Grease Traps: Installation and maintenance of appropriate-sized grease traps at commercial establishments to prevent FOG from entering the wastewater system.
- b. Grease Interceptors: Implementation of grease interceptors in high-volume FOG generating facilities to capture and remove FOG before it reaches the sewer lines.
- c. Oil-Water Separators: Installation of oil-water separators in areas prone to high concentrations of FOG to effectively separate FOG from wastewater.

2. Tank Size and Specifications:

- a. ESG will conduct a comprehensive assessment of the local wastewater system and recommend appropriate tank sizes for grease traps, grease interceptors, and oil-water separators.
- b. Tank specifications will adhere to industry standards and local regulations, ensuring optimum performance and longevity.

3. Inspections and Monitoring:

- a. ESG will establish an inspection schedule to visually visit each site annually, ensuring the proper functioning of grease traps, grease interceptors, and oil-water separators.
- b. ESG will coordinate with pumpers to ensure adequate cleaning of facilities, thereby minimizing FOG buildup.

4. Sampling and Analysis:

- a. ESG will develop a robust sampling and analysis protocol to monitor FOG levels in the wastewater system.
- b. Regular sampling will enable early detection of FOG-related issues, facilitating timely corrective actions.

5. Public Awareness:

- a. ESG will design and implement a comprehensive public awareness campaign to educate the community about the importance of proper FOG management.
- b. The campaign will include educational materials, workshops, and outreach initiatives to raise awareness among residents, commercial establishments, and other stakeholders.

6. Revising FOG Ordinance:

- a. ESG will review and revise the existing FOG ordinance to incorporate updated standards, specifications, and consequences for violations.
- b. The revised ordinance will ensure compliance and act as a deterrent against non-compliance.

7. Training and Transition:

- a. ESG will provide comprehensive training to Augusta Utilities staff on the operation and maintenance of the FOG management program.
- b. Once the program is operational, Augusta Utilities staff will be fully equipped to take over the day-to-day management and maintenance activities.

Appendix F-1

Budget Reconciliation

As provided by the terms of Article 4.2, following the year end reconciliation of the actual cost and the performance of the annual audit associated with the terms of this Agreement for the audited actual costs attributable to the performance of the Scope of Services for Contract Year 2024 including applicable management fees, additional expenditures up to \$650,000 shall be payable upon submission of an invoice.

Appendix I

2025 Sewer Assessment Project Budget

Project Budget

SL-RAT Deployment	\$598,000.00
ADMINISTRATIVE FEE (12.0%)	\$ 71,760.00
TOTAL 2025 BUDGET	\$ 669,760.00

Subject to the terms here-in, ESG will facilitate the following activities. The collection system will be assessed with the SL-RAT to comply with EPD system assessment requirements. AUD Collections Department will select all locations and scope for deployment of SL-RAT operations. During SL-RAT operations, manholes will be inspected and asset data accuracy verified in GIS. Manhole data collected will be used to assist with the I&I program and infrastructure improvements. When segments consistently have low scores, mains will be cleaned and video recorded. Data will be entered into CityWorks, and repair work orders generated as needed.

Item 1.

Appendix M

Fort Eisenhower WTP Valve Actuator Modifications

Project Budget

Fort Eisenhower WTP Valve Actuator Modification	
Project	\$262,790.00
ADMINISTRATIVE FEE (12.0%)	\$ 31,535.00
TOTAL 2025 BUDGET	\$ 294,325.00

ESG will furnish all labor, equipment, and materials to remove and replace existing control valves in the filter gallery at the irrigation plant at Fort Eisenhower according to plans and specifications provided by GMC in Augusta Project #FG_2018-005 as defined in GMC Project #CAUG180004. ESG will bill on a percent complete basis until the project is complete, inclusive of a 12 percent markup.

Appendix N

2025 Water Tank Management Budget

Project Budget

WATER TANK ROUTINE MAINTENANCE	\$ 89,000.00
TOTAL 2025 BUDGET	\$ 89 000 00

Subject to the terms herein, ESG or its subcontractor shall provide the labor to perform the following tasks (collectively the "Inspection Services"): visual inspections (annual) and washout inspections (biannual) of the Tanks for the purpose of reviewing any paint and/or maintenance needs of the identified Tanks of the Owner.

The **Visual Inspection** is completed annually which includes climbing the tank to verify not only coating condition, but safety and sanitary conditions related to maintaining compliance with Georgia EPD regulations. All screens are inspected and replaced yearly as needed, and tank hatches secured to prevent any unauthorized entry. The tank's legs, rods and connection points, ladders, safety equipment, roof and interior are visually inspected as part of each inspection. The condition is photographed and documented in our CMMS (Computerized Maintenance Management System) and a yearly Condition Assessment report is provided. These inspections are completed while the tank remains in service and they will not cause any interruptions in service.

In addition to the annual Visual Inspection, a bi-annual **Washout Inspection** is completed to perform a complete interior coating inspection. As part of the Washout Inspection, the tank will be drained and removed from service, by the Owner, so that any dirt, sediment, silt, or other foreign matter may be removed from the bowl area by pressure washing at 3500 psi. After cleaning, if any minor areas of corrosion are noted in the tank's bowl area, they will be repaired at this time. After the inspection is completed, the tank will be disinfected per AWWA C652 and readied for return to service. The bi-annual inspections are documented in our CMMS system and on every other Contract Year will be provided with the Condition Assessment report for that same Contract Year. Typically, this work can be completed in one days' time, based on the tank being drained and ready for service upon arrival of crew.

Each visual inspection and washout inspection of the Tanks will include a written recommendation of suggested corrective maintenance repairs related to exposed and assessable components such as steel replacement, steel parts, expansion joints, water level indicator, venting, safety climb systems, sway rod adjustments, manhole covers, gaskets and any other components of each tanks which are readily assessable to visual inspection. Inspection Services shall be limited to those tasks which are normally included in routine preventive maintenance inspection practices as provided by members of the storage tanks maintenance profession in the Southeastern United States.

Inspection Services shall not include or encompass the performance by ESG of any inspection related to any portion of the Tanks which is contained below ground, embedded in steel or part of any inground valves and piping. The City acknowledges that the Inspection Services to be performed by ESG do not include and are not related to Lead Abatement Procedures or disposal of any Hazardous Waste Materials, nor the detection or mitigation of deterioration of any embedded structural or non-structural elements encased within any concrete structure which is a part of the Tanks.

Following each inspection, the City will receive from ESG inspection reports and photographs describing the condition of any Tank(s). ESG acknowledges that the referenced inspections are not intended to determine the design integrity or structural integrity, inclusive of any latent design or construction defects

of the Tanks. In each inspection report (visual or washout), ESG will identify necessary maintenance or repairs of the Tanks, if any, and may perform such maintenance and repairs subject to the terms and conditions of an addendum to this Agreement mutually agreed to and executed by the ESG and City.

The City shall, during the term of the Agreement, provide the following in order to facilitate the performance of the services described by this Exhibit H: a) provide electrical service (110 Volt) to the Tank(s) site; b) provide at a minimum a ¾" water service to any site of a Tank(s) site; and c) provide an access road to any Tank(s) site sufficient for the performance of the Inspection Services by ESG.

The Inspection Services provided by ESG under the terms of this Appendix N are of a professional nature and shall be performed in accordance with the degree of skill and care ordinarily exercised by members of the storage tanks maintenance profession in the Southeastern United States for similar and comparable water storage tanks.

Appendix O -

Painting and Renovation, Cleaning of Tobacco Rd. Berkman Rd. High Point, and Faircrest Tanks 1 & 2

ESG agrees to prepare, paint, renovate, and/or pressure wash tanks as described below. The estimated cost is as follows:

	Summary o	f Costs
Item	Description	Cost
1	Tobacco Rd.	\$168,500.00
2	Berkman Rd.	\$187,500.00
3	High Point	\$493,500.00
4	Faircrest Tank 1	\$28,800.00
5	Faircrest Tank 2	\$12,350.00
	Total	\$890,650.00

ESG's cost estimate is Eight Hundred-Ninety Thousand and Six Hundred and Fifty dollars (\$890,650.00). ESG will invoice Augusta monthly on a percent complete basis for this work. The proposal includes all labor, equipment, and materials needed to renovate the interior, exterior and complete the repairs or logo installations as listed below. All work will be inspected and signed off by a NACE Certified Coating Inspector.

The interior renovations will consist of a paint system meeting the AWWA D102-21 paint system as listed below.

High Point Tank Interior Specifications

Surface Preparation: SSPC-SP10/NACE2

Primer: Tnemec 94 H2O Zinc applied at 2.5 to 3.5 mils dry Stripe: Tnemec Series 140-15BL applied at 2.0 to 3.0 mils dry Finish: Tnemec Series 21-1255 applied at 10.0 to 12.0 mils dry

High Point, Berckman, and Tobacco Rd. Tank Exterior Specifications

Surface Preparation: Pressure wash exterior with rotary nozzle at a minimum of 3500 psi

Spot Prime: Tnemec Series 135 Uni-Bond Mastic, DFT 4-6 mils Primer: Tnemec Series 135 Uni-Bond Mastic, DFT 4-6 mils Finish: Tnemec Series 700 Endura-Shield, DFT 2-3 mils

Faircrest Tanks 1 and 2

Labor, equipment, and materials needed to pressure wash and clean exterior of Faircrest Tanks 1 and 2 in a single mobilization.



Engineering Services Committee Meeting

Meeting Date: March 25, 2025 Waste Wheeled Carts Purchase File Reference: 25-014(L)

Department: Engineering & Environmental Services

Presenter: Dr. Hameed Malik, Director

Caption: Receive as information Emergency Purchase of Waste Wheel Carts in

amount of \$36,902.50 from SIERRA Container Group. AE

Background: Residential waste collection contracts requires Augusta, Georgia

Environmental Operations (ES) to provide replacement carts upon receiving customer requests. Otto Environmental Systems (OTTO) is under contract to supply these carts. However presently there is a significant wait time to purchase them from OTTO. A large number of waste carts were damaged or lost during Hurricane Helene. Hence, there was an urgent need to purchase the additional wheeled carts to maintain our obligations and provide a satisfactory level of waste collection contracted services. Sierra provides

similar specification carts and has a cart supply available.

Analysis: Although OTTO is under contract to supply these carts, it had a long wait

time to supply them to Augusta, Georgia. After a market search, the

department determined that Sierra Container Group had similar specification

waste wheel carts available with a quick delivery time. Hence the

Department made an emergency purchase of 702 residential 95-gallon waste

carts from Sierra Container Group.

Financial Impact: Funds in amount of \$36,902.50 are available in Environmental Services

Operation FY2024 budget (542-04-4110/52.11120).

Alternatives: Not recommended.

Receive as information Emergency Purchase of Waste Wheel Carts in

amount of \$36,902.50 from SIERRA Container Group. AE

Funds are available in

(\$36,902.50) 542044110/52.11120 – Garbage Collection funds

the following accounts:

REVIEWED AND APPROVED BY:

HM/sr

DEPARTMENT NAME	ENGINEERING & ENVIRONMENTAL SERVICES	DNMENTAL SERVICES	nd .	PURCHASING DEPARTMENT REQUISITION	ENT		REQUISITION NO	K328404	19h
ONG. KEY & DAJECT CODE	S42 04 4110 Contractual Services	S2 11120	Slerra Cont	Slerra Container Group		104	REQUISITION DATE.	11-22-2064	
REQUESTON/SAGNATURE	BPADGITT	P				PURC	PURCHASE ONDER DATE		
CHECTOR INCLIGNATE - SUGNATURE	form	S S		VENDOR #1		VENDOR #2		VENDOR #3	
Tales Colors			VENDOR NAME	Sterra Container Group	a				
PACALLA LA PORTO	ર્જ		PHONE NUMBER	626-262-4969					
			CONTACT						
DESCRIPTION		ITEM PRO.	QUANTITY	UNIT PRICE	TOTAL PINCE	LINET PRICE	TOTAL PRICE	Cent Price	TOTAL PRINT
TIEM NO OF GALLON SIERRA ROLL CART - CHARCOAL GRAY	- CHARCOAL GRAY	CHRCL GRAY -7C-405946-G2	703	28	35				
			-	475.0	2350	90			*
					2	4			
			I						•
							,		•
							,		•
			T						
							,		
							•		
									1
							٠		
									,
					•				
							•		
							1		
							,		
							•		
					r		* 1		
					,				
			I			Adio.			
					210	110 40	•		•
28					106				
		534	BHD WITHOUT SHIPPING	**	38,577.50		**		45
			SHEPPING CHANGES	10			•		vs.
		ATOT	TOTAL BID WITH SHIPPING	**	36		50		\$
Work Order #					010	7			
Asset		Descr	Description		100				
MANAGE OF BRANCH	Sole Source Emercency Roll-Out Cort Order		due to Hurricane Helene. No other carl manufacturer is able to supply carl as quickly as Sierra Container Group.	rt manufacturer is able	to supply cart as	quickly as Sierra C	container Group.		
	JAIC WALLES BUSINES								

ENGINEERING & ENVIRONMENTAL SERVICES DEPARTMENT

Hameed Malik, Ph.D., P.E. Director

MEMORANDUM

TO:

Darrell White

Procurement Director

FROM:

Hameed Malik

Director

DATE:

November 18, 2024

SUBJECT:

Emergency Sole Source Justification Sierra Container Group (HELENE)

The Environmental Services Department is requesting an emergency sole source for Sierra Container Group. Sierra manufactures and supplies household refuse (garbage) carts. Our normal cart supplier Otto Environmental Systems is unable to deliver the carts due to upgrading machinery and retooling their factory. Hurricane Helene damaged vast numbers of household refuse carts that need to be replaced. Currently there are numerous citizens within Richmond County that do not have any way to dispose of their garbage without a refuse cart. Our refuse cart inventory is extremely low currently and Otto Environmental is unable to deliver for several months. Therefore, we respectfully request an emergency sole source for Sierra Container Group to supply refuse carts which have been lost or damaged by Hurricane Helene in a timely manner to meet the needs of our Richmond County residents.

Thank you in advance for your time and attention. Please feel free to contact me at 706-592-3206 should you have any questions or require any additional information.

Attachment

Cc: File

Shane Capitosti

Engineering & Environmental Services Department Solid Waste & Recycling Facility 4330 Deans Bridge Road, Blythe, GA 30805 (706) 592-3200 – Fax (706) 592-3255 WWW.AUGUSTAGA.GOV



Sterra * Untainer Group	QUOTE #	S11212430901
6160 SW Highway 200, Saite 110	CREATED DATE	11/21/2024
Ocala UL 34476	EXPIRATION DATE	13/21/2024
Office: 16361 262-4963	LEAD TIME	2-3 weeks ARO

BILL TO:

City of Augusta

TBD

Augusta, GA 30805

Becky Padgett

bpadgett@augustaga.gov

706-564-2020

SHIP TO:

City of Augusta

TBD

Augusta, GA 30805

Becky Padgett

bpadgett@augustaga.gov

706-564-2020

Sales Contact

1		
Name:	Rob Eck	
Email:	Rob@SierraContainer.com	
Phone:	352-461-3788	
I HOME.		

Product Descrip	vion	Quantity	Price	Line Total
95 Gallon Sierra		702	\$51.25	\$35,977.50
Wheels	10° Plastic Quick Release - 3/4" Axle		\$0.00	\$0.00
p- pq d props displace load	Garbage		\$0.00	\$0.00
l'ype Bode Color	CHRCL GRAY 7(:-405946 G2		\$0.00	\$0.00
Lad Color	CHRCL GRAY - TC-405946 G2	· And the second	\$0.00	\$0.00
Brand Plate Charge	N/A	Mary Mary Control of the Control of	\$0.00	\$0.00
Body Brand	N/A		\$0.00	\$0.00
	None		\$0.00	\$0.00
Lid Brand	Lids Assembled		\$0.00	\$0.00
Lid Assembly	Matching Barcode/Serial # Laser Engraved		\$0.00	\$0.00
Serial # Bar Code Warranty	Standard 10 Year Warranty	alas revisionale à grante i	\$0.00	\$0.00
Wallatily	Subtotal:			\$35,977.50
	Freight: (F.O.B. Shipping Point) 1 TL	1	\$925,00	\$925.00
	Sales Tax: Not included- To be Paid by Cus	tomer		\$0.00
	Total:			\$36,902.50

General Notes

- 702 95 Gallon Carts on a full TL with lids and catch bars assembled and quick release snap on wheels

General Terms and Conditions

- This quotation includes CONFIDENTIAL INFORMATION and is not to be shared with anyone except the recipient addressed above.
- This quotation does NOT include any applicable sales tax.
- Any applicable sales tax will be added to your final invoice.
- Pricing is valid for 30 days from receipt, assuming order details are unchanged.
- Our pricing is based on the order details outlined in this quotation, including product specifications, options, production volumes and estimated time of delivery. If any of these items change, then a change in the prices quoted may be applicable at time of order.
- Freight is an estimate based on the rates provided at time of quote, actual freight cost at the time of shipment will be billed and may be different than the estimates provided.
- F.O.B. Shipping Point
- Payment Terms: Net 30 Days

Accepted By:	200	produptide .
Company Name:		
Date:		
Purchase Order #:		

THANK YOU FOR THE OPPORTUNITY TO EARN YOUR BUSINESS!



SIERRA SERIES Rollout Carts

The Sierra Line of Rollout Carts

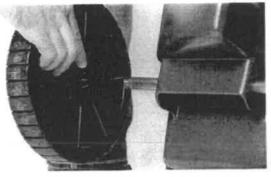
has been designed by industry experts to improve overall functionality and long term durability to support all types of waste, recycling and organics collection programs.

- Our injection process uses high density polyethylene (HDPE) that yields precise design features and strength in critical wear areas
- UV stabilized against the long-term effects of the sun
- Manufactured with prime resin
- Designed for easy assembly and requires no bolts or holes that could potentially leak
- Ergonomically designed to be user friendly while maximizing wind stability



KEY FEATURES & COLORS

10" Quick Release Wheels with Integrated Spacers



Quick Release Wheels make handling swaps and exchanges a simple task

Multiple Lid Handles and Touch Points



Large open handle areas for easy gripping with gloves

Black	Gray	Charcoal Gray
Kelly Green	Camo Green	Forest Green
Recycling Blue	True Blue	Navy Blue
Dark Blue	Tan	Brown

*Colors above are for illustratio purposes only, color chip custom colors available 20 request.



95 & 65 Gallon Universal Rollout Carts For Type B/G (Semi & Fully) Automated Lifters

3RANDING - HIGHLIGHTS

Large 9.5" W x 7.5" H branding area for your company logo



 Bottom wear strips for added protection

 8"x7" or 11"x 6" In-Mold Label or Hot Stamp in Zone A



• Standard Lid Insert or Hot Stamp in Zone B

 Laser Engraved Serial Numbers & Bar Code



 Optimal gripping diameter for improved compatibility with lifters

SPECIFICATIONS

Dimension	95 Gallon	65 Gallon	Certifications / Warranty
Length (Depth)	33.5"	27.75"	
Width	28.00"	25.00"	√ 10-year warranty on both 95 & 65 Gallon Models
Height w/ Lid	44.25"	41.75"	Canon Flowers
Height w/out Lid	41.00°	38.5"	✓ 20-year life expectancy, designed
Wheel Diameter	10" Diameter	10" Diameter	for the most rigorous environments
Axle	3/4" Diameter	3/4" Diameter	✓ Meets all American National
Load Rating	332.50 lbs.	227.50 lbs.	Standards Institute (ANSI) requirements for safety and lifter
Assembled Weight	35.00 lbs.	30.00 lbs.	compatibility (ANSI Z245.30 &
Units Per Stack	12/13	12	Z245.60)
TL Quantity (53')	648/702 *	816 *	✓ 100% Recyclable
Assembly Required	Snap On Whee	els & Axles Only	



Engineering Services Committee Meeting

Meeting Date: March 25, 2025

AED Road Paving 2024-2025 Construction

Construction Material Inspection & Testing, Construction Monitoring & Quality Assurance/Quality Control, and Geotechnical Services

RFP #19-179

File Reference: 24-014(T)

Department: Engineering & Environmental Services

Presenter: Dr. Hameed Malik, Director

Caption: Approve the continued funding of the current On-Call Field and Laboratory

Testing for Soil and Construction Material, and Geotechnical Inspection and Investigation (CMT Geotech) Services contract in the amount of \$253,950.00 for Road Paving 2024-2025 construction. MC2 assigned to Road Paving 2024-2025 construction material testing & special inspection services.

AE/RFP 19-179

Background: Road Resurfacing is an ongoing Augusta Engineering (AE) construction

activity. Augusta Commission awarded during 2024-2025 various road resurfacing contracts on December 3, 2024. Road paving is commencing soon. Field and Laboratory Testing for Soil and Construction Material, and Geotechnical Inspection and Investigation Services are integral parts of construction activities to ensure construction improvements quality control and quality assurance. AE Construction Group is short staffed and utilizing

on-call services as is an extension of AE construction monitoring & oversight. On August 2019, commission approved the award of

CMT_Geotech Services contract with Atlas (ATC Group Services LLC), Matrix Engineering Group, Inc. (MEG), and MC Squared, Inc. (MC2) being

the selected firms.

Analysis: MC2 is assigned to assist Augusta Engineering with paving roads & roads

Resurfacing for the 2024-2025 contract. Construction quality assurance & quality control (QA/QC) is essential to construction of good roads and industry current requirement. Augusta Engineering construction group is short staffed and on-call CMT Services are warranted to ensure construction QA/QC. Requested Supplemental funding is needed to cover cost of MC2

services.

Financial Impact: Funds in amount of \$253,950.00 are available in the Engineering SPLOT8-

Resurfacing fund.

Item 3.

Alternatives: 1. Do not approve and find alternative way to provide required construction

material testing, construction QA/QC Services and meet roadway paving

construction QA/QC requirements.

Recommendation: Approve the continued funding of the current On-Call Field and Laboratory

Testing for Soil and Construction Material, and Geotechnical Inspection and

Investigation (CMT_Geotech) Services contract in the amount of

\$253,950.00 for Road Paving 2024-2025 construction. MC2 assigned to Road Paving 2024-2025 construction material testing & special inspection

services. AE/RFP 19-179.

Funds are available in (\$253,950) 330-0411120-54.14110 - Engineering SPLOST 8-

the following accounts: Resurfacing

REVIEWED AND APPROVED BY:

HM/sr



December 10th, 2024

Ms. June Hamal Augusta Engineering and Environmental Services Department 452 Walker Street, Suite 110, Augusta, GA 30901

Subject: Proposal for Construction Materials Testing & Special Inspection Services

Resurfacing Various Roads Richmond County, Georgia

MC² Proposal No. A122401.185 C

Dear Ms. Hamal,

MC Squared, LLC. (MC²) is pleased to present this proposal for Construction Materials Testing & Special Inspection Services associated with the Resurfacing of Various Roads in Richmond County, Georgia. This proposal outlines the services you requested and our budgetary estimate, per the information provided via e-mail dated October 2024. The project's finalized construction schedule and completed specifications were not provided to MC² during the preparation of this proposal. Therefore, this estimate is based on MC2's experience with similar projects. In addition, per the provided information, we assumed the total duration of MC² services during the construction would be 350 days. MC² can revise this estimate once the project construction schedule is available.

PROPOSED SERVICES

Construction Management

- Review project drawings, specifications, and contract scope of work.
- Review contracts, schedules, and quality control/quality assurance plans.
- Manage pre-construction and progress meetings: Present agenda, scope, schedule, and conditions applicable to the project.
- Review submittals, RFI's, and communicate with project Stakeholders (Design/ Owner/Contractor) regarding approvals, feedback, and change orders promptly.
- Weekly meetings/conferences with the project stakeholders.
- Keep logs of open and corrected Items for follow-up with the contractor on a resolution to changes and/or corrective measures.
- Engage the owner for items that require a change in design and/or contract provisions.
- Review change orders and manage the approval process.
- Review monthly pay applications and resolve issues with the contractor before payment approval.

• Assist in project closeout by reviewing punch list items with contractors and finalizing documentation before project closeout and release of retainage.

Construction Materials Testing Services

- Monitor and document the progress of work daily and schedule construction inspections as required by the project specifications.
- Geotechnical and Pavement Engineer to provide evaluation and recommendations.
- Monitoring of over-excavation and quantification.
- Subgrade inspections of finished grades for pavements and sidewalks on both sides of the roadways.
- Concrete testing on the sidewalk on both sides of the roadways, curbs/gutters, and structures.
- GAB compaction testing and proof-roll testing.
- Asphalt testing.
- Laboratory testing
 - Soil Proctor tests.
 - GAB Proctor tests.

FEE ESTIMATE

MC² will provide the above scope of services for an estimated fee of \$253,950.00 on a time and materials basis.

Additional work required beyond the scope of services included in this proposal (e.g., additional analyses/testing or other factors beyond MC² control) will be invoiced on a time and expense basis and an estimate for efforts will be provided upon request. However, additional work will not be performed without your prior written authorization. Estimates for additional work will be provided upon request.

AUTHORIZATION

To authorize us to perform these services, we ask that you indicate acceptance of this proposal by your signature in the space provided. Our work will be performed by the attached Standard Agreement Provisions, which should be considered an integral part of this proposal.

MC² appreciates being considered for this project and looks forward to working with you. Please do not hesitate to call us if you have any questions.

Sincerely, MC Squared, LLC.

> Shaban Abousaud Project Manager

Prashanth Vaddu, PE

Fraskauth Vaddu

Regional VP

Budgetary Fee Estimate: \$253,950.00 (Attachment A)

AUTHORIZED BY:	INVOICE TO:
Signature	Firm
Name	Address
Title	
Date	Attention

Attachments:

1- Schedule of Services and Fees



Construction Materials Testing and Special Inspections Resurfacing Various Roads Augusta, GA MC² Proposal No. A122401.185_C

DESCRIPTION OF SERVICES	QUANTITY X UNIT PRICE	COST (\$)	
ITEM 1 - Construction Materials Testing Services:			
- Attendance of weekly site meetings			
- Subgrade evaluations			
- Soil backfill monitoring			
- Soil backfill compaction testing	4 hrs/day x 350 days x \$63/hr	\$ 88,200.00	
- Bearing capacity evaluation			
- GAB testing			
- Nuclear gauge density testing			
- Asphalt temperature determination			
ITEM 2 - Staff Engineer & Professional Engineers:			
- Pavement Engineer	1hr/week x 65 weeks x 150/hr		
- Field Staff engineer for documentation of construction activities	4 hrs/day x 350 days x \$86/hr	\$ 145,750.00	
- Project Manager (Monthly Meetings 11 hrs, weekly report review)	2hrs/week x 65 weeks x \$120/hr		
ITEM 3 - Laboratory Testing for Soil / Asphalt			
- Asphalt Specific Gravity testing			
- Gradations	LUMP SUM	\$ 20,000.00	
- Soil/GAB proctors			
- Concrete Cylinders			
	Estimate Maximum Fee:	\$ 253,950.00	

Notes:

- 1-Hourly rate includes direct expense costs (such as a vehicle, phone, per diem, lodging, etc). There will be no separate pay item for these and other incidental items.
- 2-Any work outside of 8AM-5PM or night work will result in an OT rate of 1.5x.
- 3-Assigned Inspector must possess required GSWCC and other Certifications to perform required
- 4-Assumed Construction days: 450 Total days of Service: 350

Item 3.

Augusta G B/O R G I A RFP 19-179 On-Call Construction Material Inspection and Testing,
Construction Monitoring and Quality Assurance/Quality Control and
Geotechnical Inspections and Investigations
for Augusta, GA – Engineering Department
RFP Due: Friday, March 29, 2019 @ 11:00 a.m.

Total Number Specifications Mailed Out: 10

Total Number Specifications Download (Demandstar): 8

Total Electronic Notifications (Demandstar): 125

Georgia Procurement Registry: 448

Mandatory Pre-Qualifications Conference Attendees: N/A

Total Number Mailed to Local Vendors: 3

Total packages submitted: 9
Total Noncompliant: 0

Production of the contract of							
VENDORS	Attachment "B"	E-Verify	Save Form	Addendum 1	Fee Proposal	Original	7 Copies
CSRA TESTING & ENGINEERING 1005 EMMETT STREET, SUITE A AUGUSTA, GA 30904	Yes	138689	Yes	Yes	Yes	Yes	Yes
NOVA ENGINEERING 3900 KENNESAW 75 PKWY SUITE 100 KENNESSAW, GA 30144	Yes	124398	Yes	Yes	Yes	Yes	Yes
MC SQUARED INC 1275 SHILOH RD NW SUITE 2620 KENNESAW, GA 30144	Yes	228126	Yes	Yes	Yes	Yes	Yes
WOOD 2677 BUFORD HWY ATLANTA, GA 30324	Yes	44372	Yes	Yes	Yes	Yes	Yes
ATC 1453 GREENE STREET AUGUSTA, GA 30901	Yes	46692	Yes	Yes	Yes	Yes	Yes
GMC 1450 GREENE STREET, SUITE 505 AUGUSTA, GA 30901	Yes	425070	Yes	Yes	Yes	Yes	Yes
MATRIX ENGINEERING 3459 WRIGHTSBORO RD, SUITE B AUGUSTA, GA 30909	Yes	46339	Yes	Yes	Yes	Yes	Yes
S & ME 1527 CRESCENT DRIVE AUGUSTA, GA 30909	Yes	53285	Yes	Yes	Yes	Yes	Yes



RFP 19-179 On-Call Construction Material Inspection and Testing,
Construction Monitoring and Quality Assurance/Quality Control and
Geotechnical Inspections and Investigations
for Augusta, GA – Engineering Department

RFP Due: Friday, March 29, 2019 @ 11:00 a.m.

Total Number Specifications Mailed Out: 10

Total Number Specifications Download (Demandstar): 8

Total Electronic Notifications (Demandstar): 125

Georgia Procurement Registry: 448

Mandatory Pre-Qualifications Conference Attendees: N/A

Total Number Mailed to Local Vendors: 3

Total packages submitted: 9

Total Noncompliant: 0

VENDORS	Attachment "B"	E-Verify	Save Form	Addendum 1	Fee Proposal	Original	7 Copies
EMC ENGINEERING 4424 COLUMBIA RD, SUITE B MARTINEZ, GA 30907	Yes	324715	Yes	Yes	Yes	Yes	Yes

Office of the Administrator

Chaquesta.

Takiyah A. Douse Interim Administrator

December 6, 2022

Dr. Hameed Malik, Director Engineering and Environmental Services Department 452 Walker Street, Suite 110 Augusta, GA 30901

Dear Dr. Malik:

At their meeting held on Tuesday, December 6, 2022, the Augusta, Georgia Commission, acted on the following items:

- 29. Approved the continued funding of the current On-Call Field and Laboratory Testing for Soil and Construction Material, and Geotechnical Inspection and Investigation (CMT Geotech) Services contract in the amount of \$258,090.00 for 5th & 6th Streets Improvements Projects.

 RFP 19-179 / Requested by Engineering
- 30. Approved award of Construction Contract to Reeves Construction, subject to Value Engineering and in the amount of \$10,041,083.90, for Transportation Investment Act (TIA) Projects, 5th Street & 6th Street Improvements Projects, subject to receipt of signed contracts and proper bonds. RFP 22-258 / requested by Engineering.
- 33. Approved supplemental funding (SA3) for Engineering Phases of Design Consultant Services Agreement to Hussy Gay Bell (HGB) in the amount of \$71,695 for the Broad Street Improvements. RFP 18-311 / requested by the AED.
- 34. Approved entering into a Franchise Agreement (Agreement) with Comcast of Georgia/South Carolina LCC. Also approve the Agreement to be executed by Augusta, GA Legal Counsel and the Mayor.
- 35. Approved supplemental funding (phase 2 funding) in the amount of \$2,500,000.00 for Warren Lake in-progress dredging under Contract of Sediment Dredging and Disposal Construction Services to Waterfront Property Services, LLC Waterfront Property Services, LLC dba Gator Dredging for continuation of Warren Lake dredging & sediments removal & disposal. RFP 20-224/ Requested by Engineering.
- 36. Approved Additional Supplemental funding for Completing In progress Rehabilitation of Augusta Landfill Phase 3 Active Phase Service Road & associated repairs in the amount of \$225,120.30. Requested by Engineering. RFP 16-161 22ENG115
- 38. Approved Task Order four (SA4) funding for Drainage System Assessment, Verification and Drainage Improvements Engineering Services Agreement to Ardurra (former Constantine Engineering) in the amount of \$49,575.00 for Overton Road Drainage Sub-basin design phase services. RFQ 19-148 / requested by Engineering.

- 39. Approved award of Construction Contract to E R Snell Contactor, Inc. subject to Value Engineering and in the amount of \$25,132,471.20 for Transportation Investment Act (TIA) Projects, Telfair Street & 13th Street Improvements Projects, subject to receipt of signed contract and proper bond. RFP 22-195 / requested by Engineering.
- 40. Approved Supplemental funding (SA#4) for continuity of Engineering Phase of Design Engineering Consultant Agreement to Hussey Gay Bell and DeYoung (HGB) in the amount of \$174,702.50 for Augusta Engineering Transportation Improvement Program (TIP) Operational Efficiency of Various Intersections Project. Requested by Engineering. RFQ 17-127
- 48. Approved the installation of six (6) speed humps along Elders Drive between Harper Franklin and Billie J Drive per Augusta speed hump adopted Policy. Also approve construction funds in amount of \$30,000.

If you have any questions, please contact me.

In Service,

Takiyah A. Douse Interim Administrator

TAD/nd

ENGINEERING & ENVIR. SVCS. DEPARTMENT

Hameed Malik, Ph.D., P.E. Director

MÉMORANDUM

TO:

Darrell White, Interim Director Procurement

FROM:

Hameed Malik, Ph.D., PE, Director-Engineering & Environmental Services

DATE

Monday, March 3, 2025

SUBJECT:

Construction Services for Landfill Phase 3 Unfinished Liner (Cell3B2)-

Protective Cover Completion

Morgan Corp Landfill Phase 2C Contract Supplement 5

RFP 21-183

File Reference: 25-014(A)

Augusta Engineering & Environmental Services Department (AEES) is seeking to supplement Landfill Phase 3 Cell3B2 Unfinished Liner-part3 construction to the Morgan Corp (Morgan) inprogress Landfill Construction contract (21-183). The following paragraphs state the reasoning for extending the contract and for proceeding with completing Cell3B2-Part2 construction and getting it ready for waste placement in a timely manner. Work includes removal of existing rain flap & stormwater pipes, extension of leachate and storm lines and placement of protective two-foot cover layer. It is AEES determination that tasking Morgan with completion of this construction is cost effective timely option and Morgan Corp has the needed resources and equipment that can be mobilized immediately. In addition Morgan constructed the liner latest protective cover & underneath leachate system extension and is familiar with liner existing surface & surface conditions, landfill daily operation and GA Environmental Protection (EPD) regulatory certification requirements.

Blue Ridge Service Inc. (BRS) is providing landfill Phase 3C air space management services and indicated that current certified airspace most likely will be filled close to the end of July 2025. It critical to move forward with finishing the unfinished liner segment-Cell3B2-Part3, and get it certified for waste placement. Aforementioned activities are very specialized services and Morgan Corp has extensive experience in this type of construction and recently completed Cell3B2-Pars 1 & 2. Morgan can mobilize resources immediately. Given urgency to get Cell3B2 waste placement ready close to July 2024, AEES is seeking to supplement Cell3B2-Part3 construction to the Morgan in-progress contract.

Thank you.

/hm

cc:

Nancy Williams, Procurement Department Oscar Flite and Walt Corban, AEES

File

1 | 1 Page

02/24/2025



PROPOSAL

Morgan Corp. 1800 E. Main Street Duncan, SC 29334 Tom Csenge

tcsenge@morgan-corp.com

QUOTE Shashank Patel TO SCS Engineers

JOB	LOCATION
Deans Bridge LF Cell 3B2 Phase 3	4330 Deans Bridge Rd, Blythe, GA 30805

Client #	Description	Quantity	Unit	Unit Price	Ext Price
1	Mobilization/Demobilization	1.00	LS	\$111,500.00	\$111,500.00
2	Project Survey	1.00	LS	\$67,000.00	\$67,000.00
3	Erosion and Sediment Control	1.00	LS	\$75,625.00	\$75,625.00
4	Waste Removal for Tie-in to Existing PC - Cut	3,500.00	CY	\$ 9.95	\$34,825.00
5	Remove Existing 60-mil Rain Flap & Disposal Onsite	46,700.00	SF	\$ 0.85	\$39,695.00
6	Removal of 30-inch HDPE Stormwater Pipes	1.00	LS	\$4,994.00	\$4,994.00
7	Edge of Liner Survey and Investigation	1.00	LS	\$25,000.00	\$25,000.00
8	24" Protectice Cover Placement (Borrow Area)	9,800.00	CY	\$ 27.00	\$264,600.00
9	24" Protectice Cover Placement (Diversion Berm)	4,100.00	CY	\$ 10.20	\$41,820.00
10	60-mil HDPE Geosynthetic Rain Flaps & Sandbags	7,900.00	SF	\$ 2.86	\$22,594.00
11	Structural Fill - East Berm and Soil Wedge	2,400.00	CY	\$ 56.00	\$134,400.00
12	6-inch HDPE SDR 11 Leachate Collection Pipe, Solid	120.00	LF	\$ 69.00	\$8,280.00
13	6-inch HDPE SDR11 Leachate Collection Pipe, Perf.	480.00	LF	\$ 106.00	\$50,880.00
14	Tie-in to Existing Leachate Collection Pipe	1.00	LS	\$31,210.00	\$31,210.00
15	12-mil Raintarp with UV Resistant Sandbags	184,500.00	SF	\$ 0.80	\$147,600.00

16	Seeding and Grassing	2,200.00	SY	\$ 1.68	\$3,696.00		
Liner Re	Liner Repairs (If Needed)						
017A	Cut for Compromised Subgrade, and	2,000.00	CY	\$ 10.10	\$20,200.00		
	Compacted Soil						
017B	Structural fill for Soil Under Subgrade	2,000.00	CY	\$ 10.10	\$20,200.00		
017C	24-inches of Compacted Soil below the	2,000.00	CY	\$ 19.00	\$38,000.00		
	Geosynthetic						
017D	Geosynthetic Clay Liner, Primary	10,000.00	SF	\$ 4.00	\$40,000.00		
017E	60 mil Textured HDPE Geomembrane	10,000.00	SF	\$ 5.50	\$55,000.00		
	Liner, Primary						
18	Remove & Dispose Existing 12-mil Rain	215,100.00	SF	\$ 0.30	\$64,530.00		
	Tarp Onsite						
Alternat	\$73,000.00						
19	East Stormwater Rip-Rap Ditch	200.00	LF	\$ 365.00	\$73,000.00		
Grand Total: \$1							

Clarifications:

- 1. Proposal excludes leak location testing on liner.
- 2. Proposal excludes topsoil stripping and overburden removal from protective cover borrow area.
- 3. Excluded removal of any debris from the borrow area and or protective cover material contaminated by debris.
- 4. Excludes cleanup of borrow area.



Engineering Services Committee Meeting

Meeting Date: March 25, 2025

Construction Services for Landfill Ph3 Cell3B2 Unfinished Liner – Part 3 CST

Morgan Corp Landfill Contract Supplement

RFP 21-183

File Reference: 25-014(A)

Department: Engineering & Environmental Services

Presenter: Dr. Hameed Malik, Director

Caption: Approve Supplementing (SA5) Construction Contract of Landfill Phase 3

> Cell3B2 Unfinished Liner-Part3 Construction Services to Morgan Corp. Also, approve supplemental funding for \$1,000,000.00 for completing

Cell3B2-Part3 construction, AE/RFP 21-183

Landfill Phase3 Cell3 initial construction kept over 20 acres portion of its **Background:**

> liner unfinished with the intent to complete it at a later time. The department, in collaboration with its consultant (Blue Ridge Services (BRS), conducted an airspace need assessment in early 2023. Accordingly, a three phase plan for the unfinished liner completion construction was developed. (BRS) is providing landfill Phase 3C air space management services and indicated that the current certified airspace most likely will be filled close to end of July 2025. Hence it is a pressing need to move forward with finishing the

unfinished liner 3rd segment (Cell 3B2-Part3) and get it certified for waste

placement ASAP.

Analysis: Aforementioned activities are very specialized services and Morgan Corp has

> extensive experience in this type of construction and being onsite can mobilize resources immediately. Morgan Corp (Morgan) is presently

completing Phase 2C closure construction punch list items and axillary items

associated to Cell3B2-Part2 construction. Given time urgency to get Cell3B2-part3 waste placement ready close to July 2025, it is the

department's determination that supplementing Cell 3B2-Part3 construction to Morgan construction work in-progress is a cost effective timely option and Morgan Corp has needed resources and equipment that can be mobilized immediately. In addition Morgan constructed the liner latest protective cover & underneath leachate system extension and is familiar with liner existing surface & surface conditions, landfill daily operation and GA Environmental

Protection (EPD) regulatory certification requirements.

Financial Impact: Funds in amount of \$1,000,000 are available in Landfill FY2025 Operational

Construction budget.

35

Alternatives: No alternate proposed.

Recommendation: Approve Supplementing (SA5) Construction Contract of Landfill Phase 3

Cell3B2 Unfinished Liner-Part3 Construction Services to Morgan Corp. Also, approve supplemental funding for \$1,000,000.00 for completing

Cell3B2-Part3 construction. AE/RFP 21-183.

Funds are available in

(\$1,000,000) 541 044210 54.32222 - Landfill Operations FY2025

the following accounts:

REVIEWED AND HM/sr

APPROVED BY:



Engineering Services Committee Meeting

Meeting Date: 3/25/25

Utilities Purchase of Itron AMI System (RFP 24-261)

Department: Utilities

Presenter: Wes Byne, Director

Caption: Approve Augusta Utilities Contract With Itron For Advanced Metering Infrastructure (RFP 24-261). The requested is for a five (5) year contract with the option to extend for five (5) additional years

with Commission approval.

Background: AUD has been in the process of evaluating Advanced Metering Infrastructure (AMI) offerings since

2023 with a series of limited scale technology demonstrations and pilot projects. This process has included a long term pilot with Itron consisting of 488 cellular endpoints, and a smaller pilot using consisting of 53 LoRa radio endpoints. As a result of these pilots, AUD has identified significant operational and cost efficiencies that will be achieved by introducing AMI across the entire water metering system. AUD issued RFP 24-261 to solicit proposals for AMI solutions and after careful review of the received proposals, AUD has identified that Itron provides the most advantageous

AMI solution for Augusta.

Analysis:

AUD has evaluated AMI solution proposals that will 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.

AUD has reviewed the proposals received from 6 proposers in response to RFP 24-261, Advanced Metering Infrastructure System. Based on our research and evaluation of the proposals by a

selection committee, we have identified that the Itron cellular solution is the best proposal to meet the needs of Augusta. This is based on a technical and cost analysis of each proposal. Itron was

identified as the best overall proposal to meet our needs and was also the lowest cost proposal.

Financial Impact:

There are multiple costs associated with this contract. The first three years of expenses include

hardware, professional services, and software with a total cost of \$7,016,871.60 and is funded through the 2024 bond issue. This cost includes \$6,305,809.44 for hardware, \$93,176 for professional services, and \$617,886 in connectivity and software fees. Funds for future year

software fees will be included in future AUD annual budgets.

Alternatives: AUD does not purchase the Itron AMI solution. If the solution is not purchased AUD can engage in

negotiations with other proposers, can re-issue the RFP to solicit more proposals, or can not

implement AMI. Each of these three will result in delaying or precluding the ability for AUD td better serve our customers and stakeholders with data driven approaches to water management.

Recommendation: Approve Augusta contract with Itron for an AMI network.

Funds are available GL 516043410-5424320 / JL 82500010-5424320

in the following $% \label{eq:following} % \label{eq:following}%$

accounts:

REVIEWED AND N/A

APPROVED BY:

MASTER SALES AGREEMENT TERMS AND CONDITIONS

This Master Sales Agreement (the "Agreement") is made and entered into as of ______(the "Effective Date") by and between Itron, Inc., a Washington corporation with a principal place of business at 2111 N. Molter Road, Liberty Lake, Washington 99019 ("Itron"), and Augusta, Georgia, a political subdivision of the State of Georgia with a principal place of business at 535 Telfair Street, Augusta, Georgia 30901("Customer"). Itron and Customer may each be referred to as a "Party" and together as the "Parties."

- **1. Scope.** This Agreement sets forth the terms governing all Technology & Services Addenda under this Agreement. The attached Transaction Summary identifies which Addenda are made a part of this Agreement.
- 2. Technology & Services Addenda. Technology & Services Addenda may set forth additional terms and conditions applicable to specific products and services purchased by Customer. In the event of a conflict between this Agreement and an Addendum, the Addendum will control to the extent necessary to resolve the conflict.
- **3. Purchase Orders.** All purchase orders will be governed by the terms of this Agreement. Pre-printed terms on a purchase order will be null and void, and no contingency, addition, or conflicting term contained on any purchase order will be binding upon Itron.

4. Fees, Taxes, and Payment.

- **4.1. Fees.** Fees will be specified in a pricing summary made a part of this Agreement. Itron reserves the right to modify the pricing summary from time-to-time during the term of this Agreement upon thirty (30) days' prior written notice to Customer for any new purchase orders.
- **4.2. Taxes.** Prices and charges for products and services are exclusive of taxes, levies, duties and similar governmental assessments ("*Taxes*"), all of which are the responsibility of Customer to pay. Customer is responsible for paying all Taxes applicable to transactions. If Itron has the legal obligation to pay or collect Taxes for which Customer is responsible, the appropriate amount shall be invoiced to and paid by Customer, unless Customer provides a valid tax exemption certificate or direct pay permit authorized by the appropriate taxing authority. Itron is solely responsible for taxes assessable against Itron based on its income, property and employees.
- **4.3. Payment.** All purchase orders are subject to credit approval. Payment terms are net thirty (30) days from the date of invoice. All payments shall be made in US currency. Late payments shall accrue interest from the due date at the rate of 1.0% of the outstanding balance per month, or the maximum rate permitted by law until the date paid, and Itron may condition future renewals and purchase orders on payment terms shorter than thirty (30) days.

5. Term and Termination.

- **5.1. Term.** The term of this Agreement begins on the Effective Date and continues for a period of five (5) years. After the initial five (5) years, both Parties will have the option to extend the Term for another five (5) years contingent on approval by the Augusta Commission, unless either Party provides ninety (90) days prior written notice by either Party of intent not to renew prior to the applicable expiration date.
- **5.2. Termination for Convenience.** Either Party may terminate this Agreement for convenience upon ninety (90) days' prior written notice to the other.
- **5.3. Termination for Cause.** Other than Customer's nonpayment which shall constitute a breach of this

Agreement if full payment is not received within five (5) days of written notice, either Party may terminate this Agreement by providing the other Party with written notice if the other Party (i) becomes insolvent, executes a general assignment for the benefit of creditors or becomes subject to bankruptcy or receivership proceedings; (ii) breaches its obligations related to the other Party's confidential information; or (iii) commits a material breach of this Agreement that remains uncured for thirty (30) days following delivery of written notice of such breach (including, but not necessarily limited to, a statement of the facts relating to the breach or default, the provisions of this Agreement that are in breach or default and the action required to cure the breach or default).

5.4. Surviving Provisions. Any provision of this Agreement that contemplates performance or observance subsequent to termination or expiration of this Agreement shall survive termination or expiration and continue in full force and effect for the period so contemplated.

6. Privacy.

- **6.1. General.** If, in the course of providing any services, Itron has or obtains, to any extent and for any reason, any access to Customer Data, then the terms and conditions of this Section 7 will apply.
- **6.2. Definition of Customer Data.** "Customer Data" means any information about Customer's existing or prospective customers that Itron acquires, develops, or derives under this Agreement. Customer Data may include, without limitation, any personally identifying information relating to an existing or prospective customer, or any other information that, either individually or when combined with other information could be used to derive information specific to a particular customer or prospective customer, which information is not generally available to the public and which Itron acquires or derives in carrying out its obligations under this Agreement. Customer Data includes, but is not limited to, information regarding a User's identity social security number, telephone number, credit card number, e-mail address, account information, service purchase and usage information.
- **6.3. Use of Customer Data.** Itron may only collect, access, use, maintain, or disclose Customer Data to fulfill its obligations under this Agreement. Customer exclusively owns all Customer Data and Itron agrees to return, or at the election of Customer, destroy (and confirm in writing the destruction) all Customer Data upon the termination or expiration of this Agreement, or earlier if requested to do so in writing by Customer.
- **6.4.** Reservation of Rights to Customer. Subject to the limited rights granted by Customer hereunder, Itron acquires no right, title or interest from Customer or its licensors under this Agreement in or to Customer Data, including any Intellectual Property (defined below) rights in that Customer Data.
- **6.5. Safeguards.** Itron will employ administrative, physical, and technical safeguards that are reasonably designed to prevent unauthorized collection, access, disclosure, and use of Customer Data while in its custody ("Safeguards"). The Safeguards Itron employs must: (1) meet, at a minimum, industry practice; and (2) be reasonably designed to ensure that only Itron personnel with a need to know the Customer Data have access to it. Itron will promptly notify Customer of any known breach of any Safeguards, and Itron and Customer will cooperate to investigate and remedy any such breach and any related dispute, inquiry, or claim.
- **6.6. Miscellaneous.** This Section 7 supplements Section 6 ("Confidentiality"), and the provisions of this Section 7 control if they conflict with Section 6 ("Confidentiality"). A breach of any Customer Data provision may result in irreparable harm to Customer, for which monetary damages may not provide a sufficient remedy, Customer may seek both monetary damages and equitable relief.

7. Warranties.

7.1. Services & Deliverables Warranties. Express warranties for products and services (the Express

Warranties") will be stated in the applicable Addenda for the period stated therein (the "*Express Warranty Period*").

- **7.2. CERTAIN WARRANTY EXCLUSIONS.** THE WARRANTIES UNDER THIS AGREEMENT AND THE ADDENDA DO NOT COVER PROBLEMS CAUSED BY EXTERNAL CAUSES, INCLUDING ACCIDENTS, ACTS OF VANDALISM, ABUSE, MISUSE, INADEQUATE MAINTENANCE, UNKNOWN OR UNFORESEEN ELECTROMAGNETIC DISTURBANCES ON THE NETWORK, PROBLEMS WITH ELECTRICAL POWER, OR WITH THE QUALITY OF THE WATER, THE ENERGY OR THE NETWORK, ACTS OF GOD, SERVICE (INCLUDING INSTALLATION OR DE-INSTALLATION) NOT PERFORMED OR AUTHORIZED BY ITRON.
- 7.3. DISCLAIMER OF WARRANTIES. WARRANTIES UNDER THIS AGREEMENT, TOGETHER WITH ALL EXPRESS WARRANTIES CONTAINED IN ANY ADDENDUM, STATEMENT OF WORK, OR OTHERWISE INCORPORATED IN THIS AGREEMENT, CONSTITUTE AND EXPRESS THE ENTIRE STATEMENT OF THE PARTIES WITH RESPECT TO WARRANTIES. THE PARTIES DISCLAIM ALL EXPRESS OR IMPLIED WARRANTIES, CONDITIONS OR REPRESENTATIONS INCLUDING, WITHOUT LIMITATION, (I) IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, (II) WARRANTIES OF TITLE AND AGAINST INFRINGEMENT AND (III) WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE OR TRADE PRACTICE. TO THE EXTENT ANY IMPLIED WARRANTY CANNOT BE EXCLUDED, SUCH WARRANTY IS LIMITED IN DURATION TO THE EXPRESS WARRANTY PERIOD.
- **8. Insurance.** During the term of this Agreement, Itron will maintain the following minimum levels of insurance (i) workers' compensation insurance for Itron employees equal to applicable statutory limits and an employer's liability policy in an amount not less than \$1,000,000.00; (ii) an occurrence form commercial general liability policy or policies in an amount not less than \$1,000,000 per occurrence and \$2,000,000.00 aggregate; (iii) an automobile liability policy or policies in an amount not less than \$1,000,000.00 combined single limit; and (iv) a professional liability policy or policies insuring against liability for errors and omissions covering professional activities contemplated under this Agreement in an amount not less than \$1,000,000.00. Upon written request, Itron will provide Certificates of Insurance evidencing the coverage described in this Section.

9. Limitation of Liability.

- **9.1. NO CONSEQUENTIAL DAMAGES.** NEITHER PARTY WILL BE LIABLE HEREUNDER FOR CONSEQUENTIAL, INDIRECT OR PUNITIVE DAMAGES (INCLUDING LOST PROFITS OR SAVINGS) FOR ANY CAUSE OF ACTION, WHETHER IN CONTRACT, TORT OR OTHERWISE, EVEN IF THE PARTY WAS OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF THESE DAMAGES, EXCEPT THAT THE FOREGOING WILL NOT RESTRICT A PARTY'S ABILITY TO RECOVER ACTUAL DAMAGES FOR BREACH OF THIS AGREEMENT, INCLUDING THE COSTS OF OBTAINING REPLACEMENT SERVICES AND DELIVERABLES COMPLYING WITH THE TERMS OF THIS AGREEMENT.
- **9.2. LIMITATION.** IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR DAMAGES IN EXCESS OF FIFTY PERCENT (50%) OF THE FEES PAID BY CUSTOMER TO ITRON FOR THE SERVICES OR DELIVERABLES IN THE TWELVE (12) MONTH PERIOD PRIOR TO THE DATE OF ANY CLAIM. THIS LIMITATION APPLIES TO ALL CAUSES OF ACTION IN THE AGGREGATE.

10. Indemnification against Third Party Claims.

10.1. General Claims. Itron agrees to defend Customer and Customer's successors and assigns, officers, directors, employees, representatives, and agents ("*Customer Indemnitees*") from and against any and all

third-party claims, demands, suits, actions, causes of action, of any kind whatsoever (together a "Claim"), and Itron will indemnify and hold harmless Customer Indemnitees from and against all damages, losses, costs and/or expenses (including legal fees and disbursements) awarded against Customer in any such Claim, or those costs and damages agreed to by Itron in a monetary settlement of such Claim, to the extent resulting from damages to persons or real or tangible property, bodily injury or death caused by Itron's gross negligence or intentional misconduct (including that of its employees, agents, and contractors) arising in connection with this Agreement.

- **10.2. Infringement Claims.** Itron shall defend the Customer Indemnitees from and against any and all claims, demands, suits, actions, causes of action, of any kind whatsoever, for damages, losses, costs and/or expenses (including legal fees and disbursements) by an unaffiliated third party to the extent resulting from any allegation that any Itron Deliverables and/or Services constitute a direct infringement, violation or misappropriation of any such third party's Intellectual Property rights. The foregoing does not apply to products that are not manufactured by Itron or to software licensed by third parties.
- 10.3. Conditions to Infringement Claim Defense. Itron's infringement defense obligations under Section 12.2 are conditioned on Customer's agreement that if the applicable product or service becomes, or in Itron's opinion is likely to become, the subject of such a claim, Itron will have the right, at Itron's sole option and expense, either to procure the right for Customer to continue using the affected product or service or to replace or modify the same so that it becomes non-infringing. Such replacements or modifications will be functionally equivalent to the replaced product or service. If the foregoing alternatives are not available on terms that are commercially reasonable in Itron's sole judgment, Itron shall have the right to require Customer to cease using the affected product or service in which case Itron will refund to Customer the depreciated value of the affected product or the unused portion of the service, as the case may be.
- **10.4.** Exclusions to Infringement Claim Defense. Itron shall have no obligation under this Agreement to the extent any claim of infringement or misappropriation results from: (i) use of a product or service, other than as permitted under this Agreement or as intended by Itron, if the infringement would not have occurred but for such use; (ii) use of any product or service in combination with any other product, equipment, software or data, if the infringement would not have occurred but for such combination; (iii) any use of any release of a software or any firmware other than the most current release made available to Customer, (iv) any claim based on Customer's use of a product after Itron has informed Customer of modifications or changes to the product required to avoid such claims and offered to implement those modification or changes, if such claim would have been avoided or mitigated by the implementation of Itron's suggestions, (v) any modification to a product made by a person other than Itron or an authorized representative of Itron, or (vi) compliance by Itron with specifications or instructions supplied by Customer. Itron shall not be liable hereunder for enhanced or punitive damages that could have been avoided or reduced by actions within the control of Customer.
- **10.5.** Conditions to Defense. As a condition to Itron's defense obligations under this Agreement, Customer will provide Itron with prompt written notice of the claim, permit Itron to control the defense, settlement, adjustment or compromise of the claim and provide Itron with reasonable assistance in connection with such defense; however, Itron shall not consent to any judgment or settlement of the foregoing, that creates an obligation on any Customer Indemnitee without first obtaining such indemnitee's prior written consent. Customer may employ counsel at its own expense to assist it with respect to any such claim.
- **10.6. THIRD PARTY CLAIM DISCLAIMER.** THIS SECTION CONSTITUTES ITRON'S SOLE AND EXCLUSIVE OBLIGATION WITH RESPECT TO THIRD PARTY CLAIMS BROUGHT AGAINST CUSTOMER.
- 11. Intellectual Property.

- 11.1. Definition. "Intellectual Property" means intellectual and industrial property rights, and moral rights or similar or analogous proprietary rights, pertaining to a particular invention, work of authorship, symbol or other mark or designation indicative of source or quality, or other particular item of tangible or intangible property, arising under statutory or common law or by contract, in the United States or another country that recognizes such rights, whether or not perfected, now existing or hereafter filed, issued, or acquired, including: (i) patent rights associated with an invention and processes (including business processes), methods and apparatuses entailed by such invention (including, as applicable, the rights to make, use, sell, offer to sell, import, or have made, and the rights to file and prosecute patent applications and provisional patent applications); (ii) rights associated with works of authorship, including copyrights and mask work rights (including the rights to copy, adapt, distribute, display, perform, and create derivative works); (iii) rights relating to the protection of trade secrets and confidential information (including the rights to use and disclose); (iv) trademarks, service marks, trade dress, trade names, and design patent rights (including the right to goodwill appertaining thereto); (v) moral rights; and (vi) other rights analogous, similar, or comparable to those described by the foregoing clauses (i) through (v), and other proprietary rights relating to intangible property (including licensing rights and shop rights).
- **11.2. Reservation of Intellectual Property Rights.** Itron reserves all rights, title and interest in and to all of its Intellectual Property. Customer reserves all rights, title and interest in and to all of its Intellectual Property.
- **11.3.** Suggestions. Itron shall have a royalty-free, worldwide, irrevocable, perpetual license to use and incorporate into its products and services any suggestions, enhancement requests, recommendations or other feedback provided by Customer.

12. Change Requests & Change Orders.

- **12.1. Request.** Customer may at any time, and from time to time, propose changes to services or services deliverables or request that Itron perform additional services for Customer (each a "*Change Request*"). Within a reasonable period after receiving a written Change Request from Customer, Itron will prepare and submit a written proposal in the form of a statement of work to Customer that: (i) if applicable, assesses the expected impact of the Change Request on any services or services deliverables being provided at the time of the request; (ii) defines and describes how Itron would fulfill or satisfy the Change Request, and describes any additional services or services deliverables to be provided by Itron in reasonable detail; (iii) sets forth pricing, specifications, implementation plans and time schedules, with appropriate milestone and completion dates, anticipated by Itron in connection with fulfilling the Change Request; (iv) contains proposed completion and acceptance criteria; and (v) sets forth any other information required by this Agreement and any Technology & Services Addendum.
- **12.2. Response.** If Itron timely submits a response to the Change Request, the Parties will attempt in good faith to negotiate a mutually acceptable resolution. Mutually agreed upon Change Requests will take the form of a written order (each a "*Change Order*"). Following the issuance of any Change Request and during any negotiation, Itron will continue to provide the services and services deliverables, unless otherwise agreed to by Itron and Customer in writing.
- **12.3. Failure to Respond to Change Request.** If Itron fails to respond to Customer's Change Request within five (5) business days, the Change Request will be deemed to be rejected.
- **12.4. Authorized Approvals.** No Change Order will be binding upon Customer or Itron unless executed and delivered by an authorized signatory of both parties. All Change Orders and all statements of work under a Change Order will be governed by the terms and conditions of this Agreement and the applicable Technology & Services Addendum.

13. DISPUTE RESOLUTION

- **13.1. Dispute Resolution Procedure.** The Parties will resolve any dispute between the Parties regarding the interpretation of this Agreement or Itron's performance using the procedures in this Section.
 - **13.1.1.** Either Party may give the other Party written notice of any dispute not resolved in the normal course of business. Upon delivery of the notice, each of the Parties will appoint a designated representative who does not devote substantially all of his or her time to performance under this Master Sales Agreement and who, in the case of Customer, will be a director (or more senior corporate officer), and in the case of Itron, a director (or more senior corporate officer), to meet for the purpose of resolving the dispute.
 - **13.1.2.** The representatives will discuss the problem and negotiate in good faith to resolve the dispute promptly and without the necessity of any formal proceeding. If either Party intends to have an attorney attend a meeting, it will notify the other Party at least two (2) business days before the meeting to enable the other Party to also be accompanied by an attorney. All negotiations pursuant to this Section are confidential and will be treated as compromise and settlement negotiations for purposes of evidentiary rules.
 - **13.1.3.** If the disputed matter has not been resolved by the designated representatives within ten (10) business days after delivery of the written notice by one Party to the other, or such longer period as agreed to in writing by the Parties, each Party will have the right to commence any legal proceeding as permitted by law.
- **13.2. Agreements in writing.** No agreement achieved under this dispute resolution process will be binding on either Party unless set forth in a writing executed by both Parties by duly authorized signatories.
- **13.3. No Termination or Suspension of Services.** During the pendency of any dispute, Itron will not interrupt or delay the provision of Services, disable any Deliverable in whole or in part, or perform any other action that prevents, slows down, or reduces in any way the provision of Services or Customer's ability to conduct its business, unless Customer agrees in writing or terminates this Master Sales Agreement.
- **13.4. Injunctive relief.** Neither Party will be obligated to follow the procedures set forth in this Section when seeking injunctive relief.

14. Miscellaneous.

- **14.1. Entire Agreement.** This Agreement and any attachments hereto constitute the entire agreement between the Parties with respect to the subject matter hereof and supersede all previous agreements pertaining to such subject matter. All prior agreements, representations, warranties, statements, negotiations, understandings, and undertakings are superseded hereby and Customer represents and acknowledges that it has not relied on any representation or warranty other than those explicitly set forth in this Agreement in connection with its execution of this Agreement. Neither Party shall be bound by terms and conditions imprinted on or embedded in purchase orders, order acknowledgments, statements of work not expressly made a part hereof or other communications between the Parties.
- **14.2. Waivers.** No delay or failure to require performance of any provision of this Agreement shall constitute a waiver of that provision. No waiver granted under this Agreement as to any one provision herein shall constitute a subsequent waiver of such provision or of any other provision herein, nor shall it constitute the waiver of any performance other than the actual performance specifically waived.
- **14.3. No Assignment.** This Agreement is personal to each Party, and none of the rights of a Party hereunder shall be sold, transferred, assigned or sublicensed by a Party; provided, however, that upon written notice to

Customer, Itron shall have the right to assign, by contract or by operation of law, any or all of its rights and obligations under this Agreement to a Itron Affiliate without any requirement that Itron seek or obtain the approval of Customer. "Itron Affiliate" means an entity controlled by or under common control with Itron.

- **14.4.** Captions; Section Numbers. Article, section and paragraph numbers and captions are provided for convenience of reference and do not constitute a part of this Agreement. Any references to a particular Section of this Agreement will be deemed to include reference to any and all subsections thereof.
- **14.5. Neither Party Deemed Drafter.** Despite the possibility that one Party or its representatives may have prepared the initial draft of this Agreement or any provision or played a greater role in the preparation of subsequent drafts, the parties agree that neither of them will be deemed the drafter of this Agreement and that, in construing this Agreement, no provision hereof will be construed in favor of one Party on the ground that such provision was drafted by the other.
- **14.6. Expenses.** Each Party will be responsible for, and will pay, all expenses paid or incurred by it in connection with the planning, negotiation, and consummation of this Agreement.
- **14.7. Anti-Corruption.** Customer has not received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from an Itron employee or agent in connection with this Agreement. Reasonable gifts and entertainment provided in the ordinary course of business do not violate the above restriction. If Customer learns of any violation of the above restriction, it will use reasonable efforts to promptly notify Itron's Law Department via the contact information in the notices section.
- **14.8. Relationship of the Parties.** The Parties are independent contractors for all purposes and at all times. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the Parties. Itron has the responsibility for, and control over, the methods and details of performing services and providing products under this Agreement. Itron will provide all tools, materials, training, hiring, supervision, work policies and procedures, and be responsible for the compensation, discipline and termination of Itron personnel. Neither Party has any authority to act on behalf of, or to bind the other to any obligation.
- **14.9.** Compliance with Law. Itron and Customer will at all times perform their respective obligations under this Agreement in compliance in all material respects with all applicable foreign, domestic, state, and local laws and regulations of all applicable foreign and domestic jurisdictions, and in such a manner as not to cause the other to be in material violation of any applicable laws or regulations including any applicable requirements of any foreign, domestic, state, or local authority regulating health, safety, employment, the environment, consumer protection, security, exportation, information services, or telecommunications.
- **14.10. Governing Law.** This Agreement and performance hereunder will be governed by and construed in accordance with the laws of the State of Georgia without reference to their conflicts of law principles or the United Nations Convention on Contracts for the Sale of Goods.
- **14.11. Forum Selection.** The Parties agree that all actions and proceedings arising out of or related to this Agreement, except as necessary to enforce indemnity or defense obligations, will be brought only in a state court located in Richmond County, Georgia or in the United States District Court for the Southern District of Georgia. The Parties hereby consent to such venue and to the jurisdiction of such courts over the subject matter of such proceeding and themselves.
- 14.12. Jury Trial Waiver.

14.12.1. EACH PARTY WAIVES ITS RIGHT TO A JURY TRIAL IN ANY COURT ACTION ARISING AMONG THE PARTIES UNDER THIS AGREEMENT OR OTHERWISE RELATED TO THIS AGREEMENT, WHETHER MADE BY CLAIM,

COUNTERCLAIM, THIRD PARTY CLAIM OR OTHERWISE.

- **14.12.2.** If the jury waiver is held to be unenforceable, the Parties agree to binding arbitration for any dispute arising out of this Agreement or any claim arising under any federal, state or local statutes, laws, or regulations. The arbitration will be conducted in accordance with the arbitration rules promulgated under the CPR Institute for Dispute Resolution's ("CPR") Rules for Non-Administered Arbitration of Business Disputes then prevailing. To the extent that the provisions of this Agreement and the prevailing rules of CPR conflict, the provisions of this Agreement will govern. The arbitrator(s) will be required to furnish, promptly upon conclusion of the arbitration, a written decision, setting out the reasons for the decision. The arbitration decision will be final and binding on the parties, and the decision may be enforced by either Party in any court of competent jurisdiction. Each Party will bear its own expenses and an equal share of the expenses of the third arbitrator and the fees, if any, of the CPR.
- **14.12.3.** The Parties agreement to waive their right to a jury trial will be binding on their respective successors and assignees.
- **14.13. Notices.** Except as otherwise specified in this Agreement, all notices, permissions and approvals hereunder shall be in writing and shall be deemed to have been given upon: (i) personal delivery, (ii) the second business day after mailing, (iii) the second business day after sending by overnight delivery, (iv) the second business day after sending by confirmed facsimile, or (iv), except for legal notices, the first business day after sending by email. All legal notices shall be clearly identified as such.
- **14.14. Severability.** If any provision of this Agreement or its applications to particular circumstances is determined by a court of competent jurisdiction to be invalid or unenforceable, that provision (or its application to those circumstances) will be deemed stricken and the remainder of this Agreement (and the application of that provision to other circumstances) will continue in full force and effect insofar as it remains a workable instrument to accomplish the intent and purposes of the parties; the parties will replace the severed provision with the provision that will come closest to reflecting the intention of the parties underlying the severed provision but that will be valid, legal, and enforceable.
- **14.15. Force Majeure.** Except for the obligation to pay monies due and owing, neither Party shall be liable for any delay or failure in performance due to events outside the defaulting Party's reasonable control, including without limitation acts of God, earthquake, labor disputes, industry wide shortages of supplies, actions of governmental entities, riots, war, terrorism, fire, epidemics, or delays of common carriers or other circumstances beyond its reasonable control. The obligations and rights of the defaulting Party shall be extended for a period equal to the period during which such event prevented such Party's performance.
- **14.16. No Third Party Rights.** This Agreement is entered into only for the benefit of Customer and Itron and no other person or entity shall have the right to enforce any of its terms.
- **14.17. Authorization.** Each Party represents and warrants that the signing, delivery and performance of this Agreement has been properly authorized.
- **14.18.** Counterparts. This Agreement may be executed by facsimile or scan and in counterparts, which taken together shall form one legal instrument.

[Signature Page Follows]

SIGNATURE PAGE TO MASTER SALES AGREEMENT TERMS AND CONDITIONS

AGREED:		
Itron, Inc.	Customer	
Signature	Signature	
Printed Name	Printed Name	
Title	Title	
Date	Date	

TRANSACTION SUMMARY TO MASTER SALES AGREEMENT

Technology & Services Addendum to Master Sales Agreement			
1. Equipment Purchase & Warranty Schedule Addendum			
2. Software License Addendum	\boxtimes		
3. Maintenance & Support Services Addendum	\boxtimes		
4. Installation/Implementation Services Addendum	\boxtimes		
5. Itron Mobile Addendum			
6. Software-AS-A-Service Addendum			
7. Order Document	\boxtimes		

Pricing Summary (Attached)
Q-00010241 Ver1 Feb dated February 6, 2025
Identification of Licensed Software (if applicable)
Application Name
FCS
License Term
⊠ Pernetual

Usage

☑ Tier Limitation, if applicable (Maximum Usage: Click here to enter text.)

(
 Check if fixed term license requires purchase of software maintenance and support services)

☐ Fixed Term (Click here to enter text. Years)

Billing Information (if applicable)	
Ship Software to Cont	act Name:	
	Address:	
	City / State / Zip:_	
		·
Billing Contact	Contact Name: _	-
Information	Address:	
	E M1	
Renewal Notice	Contact Name: _	
Contact Information		

Fax Number:	
Purchase Order Number:	

EQUIPMENT ADDENDUM

1 Relationship to General Terms and Conditions

This Addendum is governed by the General Terms and Conditions and applicable Order Documents.

2 Additional Definitions.

The following defined terms are in addition to those defined in the General Terms and Conditions:

Equipment means Itron Equipment and Third Party Equipment.

Firmware means the object code version of software embedded in Equipment.

Itron Equipment means equipment listed on an Order Document for sale to Customer under this Agreement that is manufactured by or on behalf of Itron.

Third-Party Equipment means equipment listed on an Order Document for sale to Customer under this Agreement that is not manufactured by or on behalf of Itron.

Warranty Period means the Itron Equipment warranty period specified on the attached Itron Equipment Warranty Table, if no other applicable Warranty Period is specified in the Order Document, or the Warranty period set forth in the Order Document, if the Order Document specifies the applicable Warranty Period.

3 Ordering Equipment.

Customer shall order Equipment by issuing a Purchase Order to Itron in accordance with this Agreement.

4 Invoicing.

Itron will invoice Customer for Equipment, any related surcharges, and reimbursable shipping-related expenses, on or after the date of shipment.

5 Ordering, Lead Time & Ship Date.

Scheduled shipping dates will be assigned by Itron as close as possible to Customer's requested date based on Itron's then-current lead times for the Equipment. Upon Customer's request, Itron will communicate current lead times. Itron will also communicate scheduled shipping dates in the order acknowledgment or on Itron's customer portal.

6 Order Cancellation & Rescheduling.

Purchase Orders for Equipment may not be canceled or rescheduled by Customer, unless agreed to by Itron.

7 Forecasts.

Each month Customer will provide Itron with a rolling, nonbinding, minimum 12-month forecast of Customer's anticipated Equipment demand.

8 Shipment, Title & Risk of Loss.

Itron will ship Equipment to the location specified in the applicable Purchase Order. Unless otherwise provided in a Pricing Summary to this Agreement, Customer is responsible for reimbursing Itron's freight, insurance, and other shipping expenses, which will be invoiced to and paid by Customer. At Customer's request, Itron will make shipping arrangements with Customer's designated carrier to ship Equipment from the production facility to the final delivery destination on Customer's account, if Customer provides Itron with account and other information required by Itron to make such arrangements. Otherwise, Itron will select the carrier risk of loss and title to Equipment shall transfer to Customer upon shipment. Itron may charge Customer reasonable storage fees if Customer's designated carrier fails to take delivery of Equipment within five (5) business days of the date Itron makes such Equipment available for shipment.

9 Documentation.

Itron will make its standard Documentation for Itron Equipment available via download. Itron will provide Customer with download instructions.

10 Equipment Firmware.

The purchase of Itron Equipment includes a nonexclusive license under Itron copyrights to use Firmware in Itron Equipment. The license to any Firmware in Third-Party Equipment purchased by Customer through Itron shall be between Customer and the manufacturer of the Third-Party Equipment.

11 Returns.

Except as provided in <u>Section 12</u> below, Itron does not accept returns unless: (i) Itron shipped a product other than as specified in the Purchase Order, (ii) such product is unopened, and (ii) the product is returned in accordance with Itron's then current RMA policy and procedures. With the exception of Itron meter-reading equipment, Customer's right to return Third-Party Equipment purchased by Customer through Itron shall be subject to the terms of the manufacturer of the Third-Party Equipment.

12 Itron Equipment Warranty.

Itron warrants solely to Customer that, during the Warranty Period, Itron Equipment will be free from defects in materials and workmanship and will conform in all material respects to the applicable Itron published specifications. As Customer's sole and exclusive remedy for a breach of the foregoing warranty, Itron will, at its option and expense: (i) repair or replace faulty Itron Equipment under warranty after it has been returned to an Itron-designated repair facility during the Warranty Period in accordance with Itron's then current RMA policy and procedures, (ii) provide Customer with a Firmware or software fix to correct the nonconformity, or (iii) if Itron determines (in its reasonable judgment) that it is unable to provide a remedy specified in item (i) or (ii) of this section, Itron will provide Customer with a depreciated refund of the purchase price for the applicable Itron Equipment. Customer will pay the cost of returning Itron Equipment to the Itron designated repair facility and Itron will pay the cost of returned repaired or replacement Itron Equipment to Customer. Customer is responsible for any labor costs associated with removal or reinstallation of Itron Equipment. Repaired and replacement Itron Equipment will be warranted for the remainder of the Warranty Period, or sixty (60) days from the ship date of the repaired or replaced Itron Equipment, whichever is longer. Additional warranty terms for specific Itron Equipment may be specified in the attached Itron Equipment Warranty Table.

13 Itron Equipment Warranty Exclusions.

The above warranty and additional warranty terms in the attached Itron Equipment Warranty Table do not cover Itron Equipment in poor operating condition due to: (a) changes or repairs made to Itron Equipment without Itron's prior written consent; (b) use with cables, mounting kits, antennas, battery backups and other devices, Third Party software or firmware that Itron has not provided to Customer or approved in writing for use with Itron Equipment; (c) Customer's or a Third Party's misuse, abuse, negligence, or failure to store, install, test, handle or operate Itron Equipment in accordance with its Documentation; (d) a Force Majeure event; or (e) incorrect data, or data entry or output by Customer or a Third-Party not under Itron's control. Additional warranty exclusions for specific Itron Equipment may be specified in the attached Itron Equipment Warranty Table. Customer may request that Itron repair Itron Equipment damaged by any of the foregoing; if Itron agrees to make such repairs, Customer may be charged additional Fees.

14 Integration of Itron Equipment.

If Customer purchases Itron Equipment for integration into third-party devices or other third-party hardware, Customer must obtain warranty service for the Itron Equipment from the third-party integrated device provider.

15 Equipment End of Sale.

15.1 Notice.

During the applicable pricing period, Itron will provide Customer with no less than one hundred and eighty (180) days' notice before discontinuing the sale of any Itron Equipment set forth in an Order Document, provided that Customer has purchased such Itron Equipment within the three hundred and sixty-five (365) day period preceding the date upon which notice is to be given. During the foregoing notice period, Customer may place non-cancellable non-returnable "last time buy" Purchase Orders for any Itron Equipment identified in the end of sale notice, unless such discontinued sale is due to a Force Majeure event in which case the last time buy will be governed by the Force Majeure event notification. Customer must take delivery of all such Itron Equipment ordered within one hundred and eighty (180) days of the Purchase Order acceptance date or within thirty (30) days from shipment availability, whichever is longer. Itron does not guarantee the availability of Third-Party Equipment. Itron's sole obligation with respect to the discontinuance of Third-Party Equipment is to provide Customer with any end of sale notice that Itron receives from the Third-Party Equipment manufacturer.

15.2 Replacement Itron Equipment

Itron will not end of sale any Itron Equipment during the pricing period without making functionally equivalent replacement equipment available for purchase by Customer, provided such functionality is listed in the Itron Documentation for such Itron Equipment in use by Customer. Any such replacement equipment will be backwards compatible and interoperable with other Itron Equipment to the same extent as the Itron Equipment it was designed to replace. Itron may either (i) disable any new functionality or features provided by the replacement equipment, or (ii) if Itron is unable to disable any new functionality

or features in the replacement equipment, or Customer elects to purchase such new functionality or features, charge Customer the applicable fees for such new functionality or features.

16 Third-Party Equipment Warranty.

Itron is not the manufacturer of the Third Party Equipment and makes no representations or warranties whatsoever, directly or indirectly, express or implied, as to the suitability, durability, fitness for use, merchantability, condition, quality, performance or non-infringement of Third-Party Equipment. Third Party Equipment shall be subject to any warranties provided by the Third-Party Equipment manufacturer. Itron will pass through to Customer, or make commercially reasonable efforts to enforce on Customer's behalf, any warranties and remedies received from the Third-Party Equipment manufacturer.

17 Survival

The following sections of this Addendum shall survive termination or expiration of this Agreement or any Order Document or Statement of Work: 1 (Relationship to General Terms and Conditions), 2 (Additional Definitions), 4 (Invoicing), 6 (Order Cancellation & Rescheduling), 8 (Shipment, Title & Risk of Loss), 10 (Equipment Firmware), 11 (Returns), 12 (Itron Equipment Warranty), 13 (Itron Equipment Warranty Exclusions), 14 (Integration of Itron Equipment), 16 (Third-Party Equipment Warranty) and 17 (Survival).

Itron Equipment Warranty Table

Itron Equipment or Repair Warranty Period and Additional Warranty Terms				
Service Service	Traired to the analysis and traired to	3.11.13		
100W+ series water module (including battery) 500W series water module	Each 100W+ and 500W series water module (including battery) (each, a "Water Module" and collectively, the "Water Modules") receives a 20-year warranty consisting of 10 years of warranty coverage under Section 12 ("Itron Equipment Warranty") followed by 10 years of discounts against replacement products, as described below: Warranty Period: 10 years from date of shipment. Discount Period: If a Water Module (including battery) fails during the ten-year period following expiration of the applicable Warranty Period (the "Discount Period"), subject to applicable warranty exclusions under Section 13 (Itron Equipment Warranty Exclusions), Itron will provide Customer with a discount off Itron's then-current list price for any available Itron water module to replace the failed Water Module (including battery) per the discounts set forth below:			
(including battery), excluding 500W series cellular water module	10-year Discount Period following 10-year Warranty Period	Discount		
Insuare	Years 1 through 5	50%		
	Years 6 through 10	25%		
	Itron replacement water modules will be compatible with an Itron-supported water module reading solution. Warranties on the applicable Water Modules shall be void if (a) such Water Module is used in connection with a third-party reading system that has not been approved by Itron in writing; or (b) Customer utilizes the two (2) battery version of such 500W Water Module in mobile mode for more than two (2) consecutive years. Each 500W series cellular water module (including battery) (each, a			
	"Cellular Water Module" and collectively, to Modules") receives a 20-year warranty consist warranty coverage under Section 12 (Itron followed by 10 years of discounts against replication described below: Warranty Period: 10 years from date of shipments	the "Cellular Water sting of 10 years of Equipment Warranty) acement products, as		
500W series cellular water module (including battery)	Discount Period : If a Cellular Water Module (induring the ten-year period following expiration Warranty Period (the " Discount Period "), warranty exclusions under <u>Section 13</u> ("Itron Exclusions"), Itron will provide Customer with then-current list price for any available Itron ce replace the failed Cellular Water Module (includiscounts set forth below:	on of the applicable subject to applicable Equipment Warranty a discount off Itron's Ilular water module to		
	10-year Discount Period following 10-year Warranty Period	Discount		
	Year 1	70%		
	Year 2	65%		
	Year 3	60%		
	Year 4	55%		
	Year 5	50%		
	Year 6	45% 40%		
	Year 8	35%		

Year 9

30%

Itron Equipment or Repair Service	Warranty Period and Additional Warranty T	erms		
Service	Year 10	25%		
	Itron replacement water modules will be com supported water module reading solution.	patible with an Itron-		
	Warranties on the applicable Water Modules shall be void if (a) such Water Module is used in connection with a third-party reading system that has not been approved by Itron in writing; or (b) Customer utilizes the two (2) battery version of such 500W Water Module in mobile mode for more than two (2) consecutive years.			
CGR ACT Module (CAM) Itron Leak Sensor	Warranty Period: 5 years from date of shipmen	nt.		
CENTRON Electric Meter	Warranty Period: 3 years from date of shipmen	nt.		
Intelis Gas Meter/Intelis 250 Gas Meter/Intelis 425 Gas Meter	,			
SENTINEL Electric Meter	Manuarty Pariod: 2 years from date of chiama	~+		
QUANTOMETER (MZ) Gas Meter	Warranty Period: 2 years from date of shipmen	il.		
ROTARY (DELTA) Meter				
TURBINE (FLUXI) Gas Meter				
Repairs or updates for out-of- warranty electricity meters	Additional Warranty Terms: Itron shall p updates with reasonable care and in a diligent a Itron's sole obligation in connection with repair be, at its option, to correct or re perform repair Customer the amount paid for the repairs/up report any deficiencies in repair work to Itron in of shipment to receive the remedies described here.	and competent manner. or update failures shall s/updates or refund to dates. Customer must writing within 90 days perein.		
Repairs or updates for out-of- warranty Socket Based Routers, Pole Mounted Routers and Routing Nodes	Additional Warranty Terms: Itron shall pupdates with reasonable care and in a diligent a Itron's sole obligation in connection with repair be, at its option, to correct or re perform repair Customer the amount paid for the repairs/upreport any deficiencies in repair work to Itron in of shipment to receive the remedies described here.	and competent manner. or update failures shall rs/updates or refund to dates. Customer must writing within 90 days		
All other Itron Equipment not listed above.	Warranty Period: 1 year from date of shipmer			

[End]

- 1. The Licensed Software. The Itron software licensed under this Addendum (the "Licensed Software" is identified in the Transaction Summary and in the pricing summary.
- 2. Software Maintenance & Support. Note: Customers licensing Licensed Software in connection with Cloud Infrastructure service are required to purchase software Maintenance & Support Services for term of the Cloud Infrastructure service.
- **3. License Grant.** Itron hereby grants to Customer a non-exclusive, non-transferable, non-assignable, non-sublicensable, revocable right and license within the Territory and for the Software License Term, subject to payment of license fees and compliance with the terms and conditions of this Addendum and the Agreement to: (i) use, make, execute, display, and perform the Licensed Software in object code form for Customer's own internal business purposes and only in connection with the number of specified endpoints. The "*Territory*" shall be the United States of America or Canada, if Customer is a Canadian company that will be operating the Licensed Software in Canada. The Software License Term is identified in the Transaction Summary.
- **4. Third-Party Software.** All software developed by a third-party and sublicensed by Itron is subject to the licensing terms of the third-party developer, a copy of which terms shall be given to Customer. Such third-party software does not include software incorporated or embedded into hardware and software manufactured or developed by Itron.
- 5. **Restrictions.** In addition to those restrictions, terms, and conditions set forth in the Agreement – and as a condition to the license grant under Section 3, above – Customer shall not (a) modify or create any derivative works from the Licensed Software or the documentation provided with the Licensed Software ("Documentation"), (b) include or combine the Licensed Software with any software or with any equipment or hardware other than as authorized by Itron, (c) use the Licensed Software to provide processing services to third-parties or on a service bureau basis, (d) reverse assemble, decompile, reverse engineer the Licensed Software or otherwise attempt to derive its source code, (e) transfer any copy of the Licensed Software from the authorized system to any other computer hardware or system, except in case of malfunctioning or defective computer hardware or system – and then only temporarily and with the consent of Itron; or (viii) export the Licensed Software or any copy or direct product thereof out of the United States except in compliance with applicable export laws and regulations. Customer may only make copies of Documentation as reasonably necessary for the use contemplated under the Agreement; provided, however, that Customer may not copy the Licensed Software other than to make one machine readable copy for disaster recovery or archival purposes. Installation of the Licensed Software shall be limited to one production environment and one test environment. The Licensed Software and Documentation is the Confidential Information of Itron. Customer recognizes and agrees that any breach of the preceding restrictions by Customer shall constitute a material breach of this Addendum by Customer, and, at the option of Itron, shall result in revocation and immediate termination of all rights and licenses granted hereunder. Customer further recognizes and agrees that nothing in this Section shall be construed as prohibiting Itron from pursuing any and all remedies in the event of such breach or violation, and Itron hereby expressly reserves such rights and remedies.
- 6. Reservation of Intellectual Property Rights by Itron. Itron (and third party developer in the case of sublicensed software) retains all right, title and interest, and all ownership, in and to the Licensed Software and Documentation, including but not limited to all patent, copyright, trade secret, proprietary and other intellectual property rights in the Licensed Software and Documentation and in any modifications and derivative works. Itron (and third party developer in the case of sublicensed software) reserves the sole right to modify and update the Licensed Software. Customer will not take any action that might impair or challenge in any way any right, title or interest of Itron (or the applicable third party developers in the case of sublicensed software) in any such intellectual property rights. Customer must not alter or remove trade names, trademarks, services marks, or copyright notices and any other proprietary notices or trademarks on any Licensed Software or Documentation.
- **7. Software Delivery.** Licensed Software will be delivered on the date and in the manner agreed to by the Parties.

- **8. Limited Warranties.** The following warranties are the sole and exclusive warranties offered by Itron in connection with the Licensed Software.
- **8.1. Itron Software.** Itron represents and warrants that for a period of ninety (90) days from the date of delivery to Customer, the Itron Software will operate substantially in conformance with the applicable Specifications. Customer's sole remedy for a breach of this warranty if Itron has failed to cure the breach of warranty within in a reasonable period will be the refund of license fees for the Licensed Software. Itron Software that is repaired or replaced pursuant to this Section will be warranted for the remainder of the original warranty period or thirty (30) days, whichever is longer. Customer's license to Itron Software for which it has received a refund hereunder shall terminate upon its receipt of a refund. The foregoing warranty does not cover third party software.
- **8.2. Third Party Software.** ITRON IS NOT THE OWNER OF THE THIRD PARTY SOFTWARE AND MAKES NO REPRESENTATIONS OR WARRANTIES WHATSOEVER, DIRECTLY OR INDIRECTLY, EXPRESS OR IMPLIED, AS TO THE SUITABILITY, DURABILITY, AND FITNESS FOR USE, MERCHANTABILITY, CONDITION, QUALITY, PERFORMANCE OR NON-INFRINGEMENT OF THE THIRD PARTY SOFTWARE. WITH RESPECT TO ITRON, CUSTOMER IS PROVIDED THIRD PARTY EQUIPMENT "AS IS." THIRD PARTY SOFTWARE SHALL BE SUBJECT TO ANY WARRANTIES PROVIDED BY THE THIRD PARTY SOFTWARE LICENSOR. MODIFICATIONS MAY VOID OR OTHERWISE LIMIT ANY WARRANTY APPLICABLE TO THIRD PARTY SOFTWARE.

Itron agrees to act as a liaison with the third party software licensors in regard to the third party software warranties, if any, and will use its commercially reasonable efforts to assist Customer in enforcing those warranties.

- 9. Exclusions from Liability. Itron shall have no obligation to Customer to the extent any Licensed Software is adversely affected by: (i) use of the Licensed Software in combination with any equipment, computer hardware and peripheral devices, operating system software, device drivers, third party software programs, computer graphic elements, and the like that are not authorized by Itron; (ii) any modification, fix, update or upgrade to the Licensed Software that is made other than by Itron; (iii) the use of a version of Licensed Software that is not supported by Itron; (iv) Customer's failure to implement a fix, update, or upgrade to Licensed Software provided by Itron; (v) the maintenance or support of Licensed Software other than by Itron; (vi) viruses introduced through no fault of Itron; or (vii) Customer's failure to follow installation, set up, and configuration instructions as described in the Documentation.
- 10. Effect of Termination for Cause. Upon termination of this Addendum for cause, Customer shall immediately discontinue use of the Licensed Software and Documentation and will destroy or return to Itron any and all copies of the Licensed Software and Documentation and certify to Itron in writing within fourteen (14) days after such termination that Customer has destroyed or has returned to Itron the Licensed Software and Documentation. This requirement applies to copies in all forms, partial and complete, in all types of media and computer memory, and whether or not modified or merged into other materials. Termination of this Addendum for cause will not restrict either Party from pursuing any other remedies available to it, including injunctive relief, nor will such termination relieve Customer of its obligation to pay all fees that accrued prior to such termination. Upon termination of this Addendum for cause, Itron will have no further obligations to Customer in any respect whatsoever with respect to the Licensed Software. For avoidance of doubt notwithstanding the foregoing, upon termination of this Addendum for cause no license, express or implied, is granted to Customer to any Itron intellectual property rights in the Licensed Software and Documentation.
- 11. Open Source. In the event that Itron identifies open source components within the Itron Software and provides Customer with the applicable license(s), Customer is required to accept and will comply with all such licenses.
- 12. License Compliance Verification.
- **12.1. Records.** Customer agrees to create, retain, and provide to Itron and its auditors accurate written records, system tool outputs, and other system information sufficient to provide auditable verification that

Customer's use of all Licensed Software is in compliance with the license terms and conditions of this Addendum and the Agreement, including, without limitation, all of Itron's applicable licensing and pricing terms. Customer is responsible for 1) ensuring that it does not exceed its authorized use, and 2) remaining in compliance with the license terms and conditions of this Addendum. Customer, at Itron's request, will provide records and other information to demonstrate compliance with license terms and conditions of this Addendum and the Agreement.

- **12.2. Verification Process.** Upon reasonable notice, Itron may verify Customer's compliance with the license terms and conditions of this Addendum at all sites and for all environments in which Customer uses (for any purpose) Licensed Software. Such verification will be conducted in a manner that minimizes disruption to Customer's business and may be conducted on Customer's premises, during normal business hours. Itron may use an independent auditor to assist with such verification, provided Itron has a written confidentiality agreement in place with such auditor.
- **12.3. Resolution.** Itron will notify Customer in writing if any such verification indicates that Customer has used any Licensed Deliverable in excess of its authorized use or is otherwise not in compliance with the licensing terms and conditions of this Addendum or the Solution Document. Customer agrees to promptly pay directly to Itron the charges that Itron specifies in an invoice for 1) any such excess use, 2) support for such excess use for the lesser of the duration of such excess use or two years, and 3) any additional charges and other liabilities determined as a result of such verification.
- **12.4. No Restriction on Seeking Injunctive Relief.** Nothing in this Section 12 in any way limits or restricts Itron's right to seek injunctive relief for Customer's non-compliance with licensing terms and conditions of this Software Licensed Agreement Document.
- **13. Invoices.** Itron will invoice Customer one hundred percent (100%) of the license fees for the Licensed Software upon delivery to Customer in the manner agreed upon.
- **14. Surviving Provisions.** In addition to the Sections identified in the survival provisions of the Agreement, the following sections of this Addendum will survive expiration and termination of this Addendum and the Agreement: 6 ("Reservation of Intellectual Property Rights by Itron"), 9 ("Exclusions from Liability"), 10 ("Effect of Termination"), 12 ("License Compliance Verification").

[End of Addendum]

MAINTENANCE AND SUPPORT SERVICES ADDENDUM

1 Relationship to General Terms and Conditions

This Addendum is governed by the General Terms and Conditions and applicable Order Documents. If there is any inconsistency between the General Terms and Conditions and this Addendum, this Addendum shall control, but only to the extent of such inconsistency.

2 Additional Definitions

The following defined terms are in addition to those defined in the General Terms and Conditions:

Annual Adjustment means Itron's annual price increase.

Annual Fees means the annual Fees identified in an Order Document for each category of Covered Product, plus the Annual Adjustment, if any.

Client Services Guidelines Documents means the following documents as they may be updated by Itron from time to time: "Itron Equipment Repair Center Locations", and "Working Effectively with Itron Global Customer Support Services". Copies of the Client Services Guidelines Documents may be obtained by calling Itron Global Customer Support Service at +1(877) 487-6602 or such other number or process provided by Itron to Customer.

Covered Equipment means Itron equipment identified in an Order Document for which Customer has purchased Maintenance Services.

Covered Firmware means Itron's network and application firmware embedded within a communicating device identified in an Order Document (e.g., network interface cards, meters, endpoints, network equipment, etc.) for which Customer has purchased firmware Maintenance Services.

Covered Products mean Covered Firmware, Covered Software, Covered Equipment and Third Party Covered Products.

Covered Software means Itron software identified in an Order Document for which Customer has purchased Maintenance Services.

Error means a material failure of Covered Firmware or Covered Software to comply with applicable published Itron specifications.

Fix means a correction or workaround for an Error.

Global Support Services means those support services provided by Itron technical representatives via telephone, email, website or other means to assist Customer's Primary Service Contacts with questions or issues related to the operation of Covered Products.

Improvement means an update, modification, enhancement and/or extension to Covered Software functionality that is included in a Release.

M&S Commencement Date means the date upon and after which a Covered Product will be entitled to receive Maintenance Services, which unless otherwise provided in the applicable Order Document, will be as follows:

Covered Product	M&S Commencement Date	
On premise Covered Software	Itron DI Applications: Date Itron DI Application is initially allocated in the DI Platform for Customer endpoint download following receipt of an accepted Purchase Order. Other Itron Software: First day of month following date Covered Software is made available to Customer	
Covered Firmware	Date of shipment of the applicable communicating device	
Covered Software provided as Software-as-a- Service or Hybrid SaaS subscription	The earlier of (a) validation of such Service Offering implementation by Itron pursuant to the	

Covered Product	M&S Commencement Date
	applicable Statement of Work, or (b) seven (7) days after completing application system setup and the Customer has been provided valid access credentials for such Service Offering
Covered Equipment	End of warranty period
Third Party Covered Products	Per applicable third-party service provider terms and conditions

Maintenance Billing Cycle means a period of one (1) year beginning on January $\mathbf{1}^{st}$ of each calendar year.

Maintenance Services means services provided under this Addendum.

Operating Condition means performance in accordance with applicable published Itron specifications.

Primary Services Contacts means Customer's primary support staff who provides internal support to Customer's operations personnel and who are key interface to Itron for all Maintenance Services.

Release means a collection of Fixes and / or Improvements made available by Itron to Customer.

Service Levels means the defined level of impact and associated response time, effort level, and escalation path procedures and guidelines described in Attachment A-1 to this Addendum.

Service Offering has the meaning set forth in the Software-as-a-Service Addendum.

Service Request means an Itron tracked Customer request for Global Support Services.

Third Party Covered Products means third-party equipment and third-party software identified in an Order Document for which Customer has purchased Maintenance Services.

3 Principal Services Contacts

3.1 Designation by Customer

Customer shall designate a minimum of one (1) and not more than two (2) Primary Services Contacts for each Covered Product line, to serve as administrative liaisons for all matters pertaining to Maintenance Services for such Covered Product line and shall provide their contact information to Itron's customer account representative. Primary Services Contacts shall promptly report problems with Covered Products by submitting a Service Request for entry into Itron's support tracking system. Although it is Customer's sole right to choose its Primary Services Contacts, Customer and Itron acknowledge that each Primary Services Contact must have the appropriate technical skills and training for the position. If Customer replaces a Primary Services Contact, Customer will provide updated contact information to Itron's customer account representative, and the new Primary Services Contact will be properly trained prior to interfacing with Itron support personnel.

3.2 Training of Principal Services Contacts

Before a Primary Services Contact interfaces with Itron support personnel, he/she will attend training sessions offered by Itron, an Itron-approved trainer, or Customer's training program approved by Itron to ensure that the Primary Services Contact is (i) knowledgeable about operation of the applicable Covered Products, and (ii) qualified to perform problem determination and remedial functions with respect to such Covered Products. Customer may perform Itron-approved training or may engage Itron to perform training of Primary Services Contacts at Itron's then current rates. Itron will make training sessions available by remote video conference or training will be made available at a location or in a manner mutually agreed by the Parties. Customer shall be responsible for all Customer's associated travel-related expenses and, if the Parties agree that training will be provided at a location other than an Itron-designated facility (e.g., at a Customer-proposed facility), Customer will also reimburse Itron's travel-related expenses. The Primary Services Contacts must have the skills and capabilities to train other Customer personnel on Covered Products. Itron may update Covered Product training from time to time and, upon receiving notice of such updates from Itron, Customer shall promptly provide such training to its Primary Services Contacts in accordance with this Section.

4 Global Support Services & Service Requests

4.1 Global Support Services

59

Itron will make support representatives available to provide technical support during its then current normal business hours as set forth in the Client Services Guidelines Document. Global Support Services include troubleshooting & problem diagnosis relating to Covered Products; release or system management consulting; and recommendations for fully utilizing Covered Products. Customer acknowledges and agrees that Global Support Services are not intended as a substitute for training of Customer personnel, field support, or Itron professional services. Nor will Customer use Global Support Services in lieu of having qualified and trained support personnel of its own.

4.2 Service Request Process

Customer shall submit Service Requests in the manner required by the Client Services Guidelines Documents and Service Levels. When Customer submits a Service Request, Customer will reasonably assess its business urgency according to the appropriate Severity Level in Attachment 1 to this Addendum. Itron will designate the initial Severity Level and the Parties will resolve any perceived gap regarding the Severity Level designation as soon as is reasonably practical. Customer may submit Service Requests on a 24/7/365 basis and Itron will respond to such Service Requests in accordance with the Service Levels.

4.3 Field Support

At Customer's request, and Itron's approval, Itron will dispatch support personnel to Customer's location to provide onsite Global Support Services ("Requested Field Support") related to a reported problem which cannot be addressed remotely. Requested Field Support will be billed at Itron's then-current rates, and Customer will reimburse Itron's travel-related expenses, unless the cause of the reported problem is found to be due to an error in the Itron product or service.

5 Itron Firmware and Software Maintenance

5.1 Scope

Firmware Maintenance Services covers its associated Covered Firmware embedded within the applicable communicating device. Software Maintenance Services covers its associated Covered Software sold as: (i) on premise software license, and (ii) Software-as-a-Service or SaaS Hybrid subscription.

5.2 Modifications

Itron may modify or replace Covered Firmware and Covered Software so long as such modifications or replacements do not eliminate key, documented functionality provided by the most current System Release.

5.3 Fixes

Itron shall provide Fixes in accordance with the Service Levels. Itron's obligations with respect to Service Levels are contingent upon Customer (i) devoting the necessary resource effort required to support of Itron restoring the system and remediating the Error, (ii) responding to requests made by Itron within the applicable Response Time, (iii) assigning only qualified personnel to help Itron address the Error, and (iv) providing all information, access, and assistance reasonably requested by Itron to address the Error.

5.4 Improvements

Itron shall provide Improvements, if any, at no charge to Customer if such Improvements are made within the current product specifications and are made available to Itron customers generally at no charge. Improvements released as new add-on modules/features and not part of the product's original specifications, may require additional licensing and support fees and will be made available at Itron's then current rates.

5.5 Software Releases

- **5.5.1** Release Numbering Convention. Upgrades, Fixes and/or Improvements are made available to customers through periodic Software Releases. For informational purposes, Itron's current practice (which may vary and be changed by product, at any time in Itron's discretion) is to provide Software Releases using the numbering guideline, "X.X.X.X"
- **5.5.2** The first place, "X.X.X.X", in Itron's numbering convention refers to a "Major Release", or "System Release", which consists of a new version of Covered Software. A Major Release may include architectural changes, Improvements, Fixes and / or interfaces to new functional modules or platforms. A Major release may require infrastructure or component updates which affect compatibility with previous release versions.
- **5.5.3** The second place, "X.X.X.X", in Itron's numbering convention refers to a "Minor Release, which is an update to a current Major Release. A Minor Release may include consolidation of previous

Service Packs, Improvements, Fixes, platform / 3rd party updates. Minor Release are provided to Itron customers on a regularly scheduled basis.

- **5.5.4** The third place, "X.X.X.X", in Itron's numbering convention refers to a "Service Pack, which is an update to specific modules found in a current Major Release. A Service Pack may include Fixes to Severity 1 Severity 4 issues for a specified Minor or Major Release.
- **5.5.5** The fourth place,"X.X.X.", in Itron's numbering convention refers to a "Hot Fix," which is an unscheduled release provided to one or more customers as a short-term, temporary fix to a critical Severity Level 1 Error. While not utilized by all Itron software product lines, Hot Fix releases are not made available to Itron customers generally but may be included in the next scheduled Minor Release or Service Pack for general release.

5.6 Support for Covered Firmware

Itron will only provide Maintenance Services for Covered Firmware if Customer: (i) is current on all applicable Fees for such Maintenance Services, (ii) tests and installs the latest Covered Firmware Fix within twelve (12) months of it being made available to Customer, and (ii) tests and installs the latest Covered Firmware Improvement within twenty-four (24) months of being made available by Itron.

5.7 Support for On Premise Itron Enterprise Edition, OpenWay and GenX Software

Itron will only provide Maintenance Services for on premise Itron Enterprise Edition and OpenWay software if Customer: (i) pays the applicable fees for such Maintenance Services, (ii) tests and installs Service Pack Releases associated with the Major or Minor Release in use by Customer within twelve (12) months of such Service Pack Releases being made available to Customer, and (iii) tests and installs the latest Major or Minor Releases within twenty-four (24) months to thirty-six (36) months of such Software Release being made available by Itron.

5.8 Support for Other On Premise Covered Software

Itron will only provide Maintenance Services for other on premise Covered Software if Customer: (i) pays the applicable fees for such Maintenance Services, and (ii) tests and installs Major, Minor and Service Pack Releases within twelve (12) months of such Software Releases being made available by Itron.

5.9 Support for SaaS or IaaS

Itron will only provide Maintenance Services for Covered Software sold as a Software-as-a-Service or Hybrid SaaS subscription if Customer: (i) is current on all applicable fees for such Software-as-a-Service or SaaS Hybrid subscription and related Maintenance Services, and (ii) tests a Release as installed by Itron either in Customer's production Software-as-a-Service or Hybrid SaaS environment, or in Customer's funded non-production Software-as-a-Service or Hybrid SaaS environment, prior to Customer's full production use of the Release.

5.10 Support for Unsupported Itron Software and Firmware

At Customer's request, Itron may elect to provide Maintenance Services for an unsupported Release at Itron's then-current rates.

5.11 Mandatory Revisions

Customer must install all software and firmware updates, patches, and service packages provided by, or as directed by, Itron from time to time and which may be required to correct errors, vulnerabilities, third-party concerns, or as otherwise necessary to ensure proper functioning of the Covered Software or to protect the interests of the Parties ("Mandatory Revisions"). ITRON IS NOT LIABILE FOR ANY CUSTOMER OR THIRD-PARTY DAMAGES RESULTING FROM CUSTOMER'S FAILURE TO INSTALL ANY MANDATORY REVISION IN A TIMELY MANNER.

5.12 Installation Services for On Premise Releases

Maintenance Services for on premise Covered Software and Covered Firmware includes the following Release installation services: limited, remote consulting support, during standard business hours, for Covered Software and Covered Firmware on Itron-approved server configurations for one production server and one non-production server (test, training, or back-up – for example) owned / operated by Customer. At Customer's request, Itron may provide on premise Software Release installation services for System Releases or Service Packs on current certified production servers, additional production servers or nonproduction servers, at its then-current rates. Itron will install Releases to Covered Software sold as a Software-as-a-Service or Infrastructure-as-Service subscription in accordance with the applicable terms and conditions for such services.

5.13 Restoring Firmware or Software to Maintenance Services

If Customer declines or discontinues Maintenance Services for Covered Firmware or Covered Software and thereafter wishes to resume such Maintenance Services for the most recent Release of that Covered Firmware or Covered Software, Customer shall, prior to receiving Maintenance Services, notify Itron in writing of its request for Maintenance Services and pay Itron's then-current re-initiation fee, which shall not exceed an amount equal to all Annual Fees that would have been invoiced for the applicable Covered Firmware or Covered Software if Customer had not elected to decline or discontinue Maintenance Services for that Covered Firmware or Covered Software, plus a five percent (5%) markup, in addition to prorated Annual Fees for the then-current Maintenance Billing Cycle.

5.14 Exclusions

Itron shall have no obligation to provide Maintenance Services for, or liability to Customer for Covered Software adversely affected by (i) use of Covered Firmware or Covered Software by anyone other than Itron in combination with software, equipment, or communications networks not referenced in the Documentation as being compatible with the Covered Firmware or Covered Software; (ii) modification or recompiling of Covered Firmware or Covered Software installation instructions / installation scripts or database schema scripts, or improper installation of a Release, by anyone other than Itron, (iii) failure to perform customer responsibilities describe in this Addendum, (iv) use of an unsupported version of Covered Firmware or Covered Software by anyone other than Itron; (v) Customer's failure to implement a Mandatory Revision; (vi) maintenance and/or support of Covered Firmware or Covered Products other than by Itron; (vii) viruses introduced through no fault of Itron; or (viii) network or communication link failures.

5.15 Documentation and Backup

Itron will make an electronic copy of the Documentation available to Customer at no additional charge via physical media or download access. Itron will also maintain a copy of its most recent supported version of executable Covered Firmware and on premise Covered Software to be made available to Customer or installed by Itron as necessary in the event of corrupted or inoperative Covered Firmware or on premise Covered Software. Said copy of executable Covered Firmware or on premise Covered Software or Third-Party software does not relieve Customer of its responsibility to backup and manage its Covered Firmware or on-premise software installation as part of ongoing system operation.

5.16 Customer Responsibilities

The provision of Maintenance Services for Covered Firmware or Covered Software by Itron assumes that Customer will facilitate such services as follows:

5.16.1 Service Requests

Customer will support Itron investigation and restoration efforts as defined in the Service Level table and will act upon / implement support solutions and workarounds recommended by Itron in a timely fashion. When escalating a Service Request with Itron, Customer's Primary Service Contact shall collect and provide all data logs, findings, analysis, and any relevant forensic information pertaining to the issue as outlined in Client Services Guideline Documents.

5.16.2 Data Review

If Itron determines that it is necessary to evaluate Customer data to reproduce error conditions not reproducible with Itron's standard test data sets, Customer will provide Itron with reasonable access to such data. Itron shall not be liable for any delay or failure to resolve the problem if access to such Customer data is denied to Itron.

5.16.3 Installation and Upgrades

Customer will engage Itron Global Support Services or their Itron account team for any Covered Firmware or on premise Covered Software installations and upgrades which require support beyond that provided herein.

5.16.4 Remote Access

Customer is responsible for supporting necessary remote access to Covered Firmware or on premise Covered Software by Itron support personnel assigned to provide Maintenance Services for purposes of remote diagnosis and troubleshooting of Covered Firmware or on premise Covered Software. Itron shall not be liable for any delay or failure to resolve a problem if remote access to Covered Firmware or on premise Covered Software is denied to Itron.

5.16.5 System Configuration, Operation and Maintenance

Customer is responsible for the configuration, operation, and maintenance of equipment, system peripherals, operating system, and data communications environment associated with on premise Covered Software. These activities include but are not limited to checking audit logs, clearing discovered

exceptions, and performing daily, weekly, and monthly operational tasks and systems responsibilities. Customer is responsible for any change made to Customer's software system, operating system, database or network configuration or any change to installation procedures, scripts, or any other provisions that materially affect the usability or operation of on premise Covered Software. Customer will obtain Itron's written consent prior to making any material changes that may affect the installation or operation of on premise Covered Software.

5.16.6 Network Administration

Customer is responsible to monitor and maintain, repair, replace and upgrade its local, and wide area network components (if any)—including network servers, network clients, network hubs, routers, modems, and other software components necessary for efficient and reliable network operations associated with Covered Firmware or on premise Covered Software—to ensure continued conformance with the applicable published Itron specifications. In addition, Customer is responsible to administer related host names, Internet Protocol addresses, network interfaces, access, security, communications, and equipment and software version control.

5.16.7 Database Administration

Customer is responsible to administer the agreed upon database(s) associated with on premise Covered Software, including hardware and software components, in accordance with the Documentation, which administration shall include, monitoring the database server, backing up electrical power sources, and configuring and administering of database schema, application interfaces, networking operating system, communications, and file transfer software. Customer is responsible to maintain database files (e.g., truncate, cleanup, and delete files consistent with industry standard practices) and perform regular data backup and data archiving.

6 Itron Equipment Maintenance

6.1 Maintenance Procedures

Customer shall initiate a request for Maintenance Services for Covered Equipment by delivering the Covered Equipment to the applicable Itron Certified Repair Center identified on the Itron Equipment Repair Location Table. Customer will return Covered Equipment at Customer's expense and in accordance with Itron's then-current Return Material Authorization ("RMA") procedures. Upon receipt of Covered Equipment (with the required information) under Itron's RMA procedures, Itron shall assess the item to determine (a) whether it is in fact Covered Equipment and (b) whether the maintenance requested is included within the Maintenance Services ordered by Customer and not otherwise excluded from coverage. If the returned equipment is determined to be Covered Equipment and the maintenance requested is included in the Maintenance Services ordered by Customer, Itron shall (i) perform preventative Maintenance Services necessary to maintain the Covered Equipment in Operating Condition, and (ii) diagnose and correct any failure in the Covered Equipment as necessary to meet Operating Condition, excluding minor cosmetic deficiencies such as blemishes, dents or scratches, and (iii) return the item of Covered Itron Equipment to Customer at Itron's expense within the applicable turnaround time identified on the Itron Equipment Repair Table. If Itron determines that returned equipment is not Covered Equipment or is excluded from the Maintenance Services ordered by Customer, then Itron will proceed in accordance with the estimation fees section below.

6.2 Exclusions

Itron is under no obligation to perform Covered Equipment Maintenance Services in circumstances where the failure or damage is due to: (i) accident, abuse, misuse, inadequate maintenance, problems caused by electrical power surges or acts of God outside of the tolerances set forth in the applicable published Itron specifications; (ii) service or repair processes (including installation or de-installation of equipment, parts, or firmware/software) not performed or authorized by Itron; (iii) use of parts, configurations or repair depots not certified or authorized by Itron; or (iv) Customer's failure to perform material Customer responsibilities in accordance with this Addendum, including caring for Covered Equipment in accordance with applicable Documentation.

6.3 Estimated Fees

Itron will provide Customer with a price quote for the estimated cost (including current inspection fees), including labor, materials and shipping, for any repairs to equipment that are requested, which Itron determines are excluded from or not included within the Maintenance Services ordered by Customer. If Customer elects not to proceed with the requested repair, Itron will return the item of equipment at Customer's expense and Itron may charge Customer its then-current inspection fee.

6.4 Adding/Restoring Equipment to Maintenance Services

Following the Effective Date, additional Covered Equipment purchased by Customer, of a similar type and model already covered under this Addendum, shall automatically be deemed to be Covered Equipment

following the M&S Commencement Date. If Customer declines or discontinues Maintenance Services for any Covered Equipment and thereafter wishes to add or restore such equipment as Covered Equipment, Itron may, prior to such equipment being included as Covered Equipment, inspect such equipment at Itron's then current rates to determine whether it is in Operating Condition and/or charge Itron's then current re-certification fee, in addition to prorated Annual Fees for the then-current Maintenance Billing Cycle (the "Re-initiation Costs"). At Customer's request, Itron will provide Customer with a quote for estimated Re-initiation Costs for equipment that Customer wishes to add or restore as Covered Equipment under this Section.

6.5 Equipment Responsibilities

Itron shall make available, and Customer shall obtain, a copy of the Documentation for Covered Equipment and Customer will be responsible to perform preventive maintenance for each such item in accordance with such Documentation. Customer shall also keep accurate records of Covered Equipment serial numbers and locations to assist Itron with performing Maintenance Services.

7 Fees and Invoicing

7.1 Annual Fees

Customer shall pay Annual Fees in advance of each Maintenance Billing Cycle in which it will receive Maintenance Services. Itron may also pass through price increases for Maintenance Services on Third-Party Covered Products that Itron receives from the third-party service provider on behalf of the Customer.

7.2 Invoicing

Itron will invoice Customer for the first Maintenance Billing Cycle on or after the Effective Date. Itron may invoice Customer for Maintenance Services for a Covered Product that is added during any Maintenance Billing Cycle at a prorated amount. Otherwise, Itron will invoice Customer for each subsequent Maintenance Billing Cycle approximately twenty (20) days prior to the commencement of the following Maintenance Billing Cycle.

7.3 Renewal Notice

Itron will provide Customer a renewal notice for Itron Covered Products at least one hundred twenty (120) days prior to the commencement of each Maintenance Billing Cycle. Customer may discontinue Maintenance Services for any Covered Product(s) by providing Itron with written notice of non-renewal no less than ninety (90) days prior to the commencement of a Maintenance Billing Cycle. Itron will provide Customer a renewal notice for Third Party Covered Products as soon as reasonably practical following Itron's receipt of such notice from the third party service provider.

7.4 Purchase Order

Customer shall submit a Purchase Order to Itron for the quoted amount of Itron Covered Products prior to the commencement of each Maintenance Billing Cycle. Customer shall submit a Purchase Order to Itron for the quoted amount of Third Party Covered Products thirty (30) days prior to the commencement of each Maintenance Billing Cycle. Itron will not renew Third Party Covered Product maintenance for which a Purchase Order has not been provided by Customer.

8 Support for Third Party Products

Itron shall provide first tier Global Support Services for Third Party Covered Products by handling all Customer inquiries, attempting to identify the component involved in the problem and obtaining appropriate documentation of such inquiry or problem. In addition, Itron shall make commercially reasonable efforts to facilitate Customer's receipt of maintenance and support for such Third-Party Covered Products consistent with the third-party maintenance terms identified on the applicable Order Document. Notwithstanding anything else to the contrary, Itron's sole obligation under this Addendum with respect to Third Party Covered Products shall be as set forth in this section.

9 End of Support

Itron may discontinue Maintenance Services for any Covered Equipment, Covered Firmware or Covered Software, effective as of the end of the applicable Maintenance Billing Cycle, by giving Customer written notice of such discontinuance no less than one hundred eighty (180) days prior to the end of such Maintenance Billing Cycle. The end of support date for a Third Party Covered Product shall be the date specified by the applicable third-party service provider, which date will be promptly communicated by Itron to Customer following the date of receipt.

If the end of support date is scheduled within a subsequent Maintenance Billing Cycle, Annual Fees for that subsequent Maintenance Billing Cycle will be pro-rated through the end of support date. At

Customer's request, or as defined in a related SaaS addendum / Order Document, Itron may elect to provide custom support for products for which Maintenance Services have been discontinued at Itron's then-current rates.

Periodically, Itron will make available product plan publications, including product information letters (PIL), product newsletters or written technology roadmaps which outline Itron's general plans for continued support and end of support of applicable Covered Products. Product publications are used as general guidelines for Customer communications and planning, which may be updated from time to time.

10 Survival

The following sections of this Addendum shall survive termination or expiration of this Agreement or any Order Document or Statement of Work: 5.14 (Exclusions), 6.2 (Exclusions), 7 (Fees and Invoicing), 9 (End of Support), and 10 (Survival).

Attachment 1 to Maintenance & Support Services Addendum

- Software Maintenance & Support Service Levels -

Severity Level	Response Times	Effort Level and Restoration	Escalation	Item :
Severity Level Severity Level 2* Business Impact: Major impact, degraded Operation. An Error other than a Severity Level 1 Error, for which there is no work-around, which degrades or limits operation of major system functions causing Covered Firmware or Covered Software to miss required business interface or deadlines. Covered Firmware or Covered Software remains available for operation but in a highly restricted fashion. Example: a) Billing cannot be completed on time, b) Major function is operating outside documented timing / term, c) Covered Firmware or Covered Software operating slow, missing data, data delivery, daily mission.	Response Times During regular business-hours Itron will respond to Customer regarding Service Request within one (1) business day. While Service Request remains unresolved, Itron will update the Customer and the Service Request at least every other business day, or as otherwise agreed by the parties. Customer will respond to an Itron inquiry or request within one (1) business day.	Itron will make diligent efforts during normal business hours to: i) restore Covered Firmware or Covered Software with a change to eliminate root cause, ii) a workaround which restores Covered Firmware or Covered Software and downgrade the Severity Level to S3, S4.	An unresolved Ser Request shall escalated to I management as follows: After 1 how Technical Custo Support Team Lead After 8 how Manager, Technical Client Services After 24 how Director, Global Supservices	vice be tron ows: urs: mer urs: nical urs: port

Response Times	Effort Level and Restoration	Escalation	Item 5.
During regular business-hours Itron will respond to Customer regarding Service Request within two (2) business days. While Service Request remains unresolved, Itron will update the Service Request weekly, or as otherwise agreed by the parties. Customer will respond to an Itron inquiry or request within two (2) business days.	Itron will work during normal business hours to: i) restore Covered Firmware or Covered Software with a change to eliminate root cause, ii) a workaround which restores Covered Firmware or Covered Software and downgrades the Severity Level to S4.		
During regular business-hours Itron will respond to Customer regarding Service Request within three (3) business days.	Itron GSS Management Team will make commercially reasonable efforts during normal business hours to understand the Service Request and provide applicable recommendations as to when a Fix may be schedule in a future release, or how to proceed with a formal enhancement request to Itron's product and delivery teams.		
	hours Itron will respond to Customer regarding Service Request within two (2) business days. While Service Request remains unresolved, Itron will update the Service Request weekly, or as otherwise agreed by the parties. Customer will respond to an Itron inquiry or request within two (2) business days. During regular businesshours Itron will respond to Customer regarding Service Request within	During regular business-hours Itron will respond to Customer regarding Service Request within two (2) business days. While Service Request remains unresolved, Itron will update the Service Request weekly, or as otherwise agreed by the parties. Customer will respond to an Itron inquiry or request within two (2) business days. During regular business-hours Itron will respond to Customer regarding Service Request within three (3) business days. Itron Will work during normal business hours to: i) restore Covered Firmware or Covered Software with a change to eliminate root cause, ii) a workaround which restores Covered Firmware or Covered Software and downgrades the Severity Level to S4. Itron GSS Management Team will make commercially reasonable efforts during normal business hours to understand the Service Request and provide applicable recommendations as to when a Fix may be schedule in a future release, or how to proceed with a formal enhancement request to Itron's product and delivery	During regular business- hours Itron will respond to Customer regarding Service Request within two (2) business days. While Service Request remains unresolved, Itron will update the Service Request weekly, or as otherwise agreed by the parties. Customer will respond to an Itron inquiry or request within two (2) business days. During regular business- hours Itron will respond to Customer regarding Service Request within three (3) business days. Itron will work during normal business hours to: 1) restore Covered Firmware or Covered Software with a change to eliminate root cause, ii) a workaround which restores Covered Firmware or Covered Software and downgrades the Severity Level to S4. Itron GSS Management Team will make commercially reasonable efforts during normal business hours to understand the Service Request and provide applicable recommendations as to when a Fix may be schedule in a future release, or how to proceed with a formal enhancement request to Itron's product and delivery

Error or an Error which

not Customer's use of the product or system.

does

degrade

[End]

^{*} Severity Level 1 and Severity Level 2 must be reported by phone to insure they are addressed under the appropriate severity level response process. Service Requests entered by email or Web access are generally addressed as a Severity Level 3.

^{**} Service Request opened on Non-production servers / environments are entered as a Severity Level 3.

TECHNOLOGY & SERVICES ADDENDUM

Installation/Implementation Services –

- 1. Scope. This Addendum applies where: (a) Customer is purchasing installation services for Equipment, or (b) Customer is purchasing implementation services for the set-up, configuration, and validation of Licensed Software, Software-as-a-Service, Managed Services, or Cloud Infrastructure Service.
- 2. Invoicing. Itron will invoice Customer for Services as set forth in the applicable SOW or pricing summary. Services performed on a time and materials basis will be invoiced at the end of the calendar month in which they are performed. Services performed on a fixed fee basis will be invoiced as set forth on the applicable SOW or, if not set forth on a SOW, upon completion.
- **3. Authorized Services.** Customer will not pay for, and Itron is not required to provide any services, for which both a statement of work and purchase order have not been issued by Customer and accepted by Itron. All changes to scope of work must be approved pursuant to the change request procedures of the Agreement or applicable statement of work.
- 4. Customer Responsibilities. Customer shall timely perform all of its assigned, implied or assumed responsibilities under each statement of work using qualified personnel. Customer shall also provide Itron with reasonable cooperation in connection with the services, including for example, by providing Itron with reasonable access to Customer's facilities, service territory, personnel, systems, and information.
- **5. Reference Information.** If Customer provides Itron any reference information, designs, technical information, or other information required to be provided by Customer in connection with the services (collectively, the "*Reference Information*"), Itron shall be entitled to rely on the accuracy of such Reference Information.
- **6. Delays.** To the extent Customer's failure to adhere to Section 4 or Section 5 results in any delay or increases Itron's cost of performing the services, the delay shall be excused, and Itron reserves the right to increase its fees as necessary to offset its increased costs of performing the services. Itron will provide Customer with reasonable evidence of its increases costs of performing the services and will make commercially reasonable efforts to minimize such costs to the extent practicable under the circumstances
- 7. Express Warranties for Professional Services. The warranty period for services provided is ninety (90) days beginning from the completion date of the services. Unless otherwise expressly provided in a statement of work or other document expressly incorporated into the Agreement, as the sole and exclusive warranties offered by Itron in connection with this Addendum and each statement of work under it, Itron warrants to Customer that:
- **7.1. Services.** Services will be provided in a timely, professional, and workmanlike manner.
- **7.2. Itron Personnel.** Itron personnel will have the requisite experience, skills, knowledge, training and education to perform Services in a professional manner and in accordance with this Addendum and applicable statement of work.
- **7.3. Remedies.** As Itron's sole and exclusive liability and Customer's sole and exclusive remedy for any material noncompliance by Itron with the warranties provided under this Section, Itron shall correct the noncompliance within a reasonable period of time under the circumstances, if Customer gives Itron written notice (which notice must describe the noncompliance in sufficient detail to enable Itron to provide the required corrective action) within the applicable notice period. If Itron, in its sole discretion, is unable to correct the noncompliance, its sole obligation will be to refund to Customer the amount paid for the services.

[End of Addendum]

Software-AS-A-Service ADDENDUM General SaaS Terms and Conditions

1 Relationship to General Terms and Conditions.

This Software-as-a-Service Addendum (this "Addendum") is governed by the General Terms and Conditions of this Agreement and applicable Order Documents.

2 Entire Addendum.

This Addendum consists of these General SaaS Terms and Conditions, which generally apply to all Service Offerings, and any attached Special Terms and Conditions, which apply to specific Service Offerings. Unless otherwise provided, references to this Addendum shall be deemed to encompass these General SaaS Terms and Conditions and any attached Special Terms and Conditions.

3 Order of Precedence.

In the event of any inconsistencies, ambiguities or conflicts between these General SaaS Terms and Conditions and the Special Terms and Conditions, the Special Terms and Conditions shall prevail, but only with respect to the applicable Service Offering.

4 Definitions.

The following defined terms are in addition to those defined in the General Terms and Conditions of this Agreement:

Annual Adjustment means Itron's annual price increase.

Endpoint means an electric meter, gas or water endpoint receiver-transmitter, battery-powered device, or any other device that Itron has agreed to monitor as part of a Service Offering which Endpoints are identified in the Order Document or Pricing Summary.

Deidentified Data means information that cannot reasonably be used to infer information about a Customer end user. Deidentified Data does not include Personally Identifiable Information (PII).

General SaaS Terms and Conditions means the terms and conditions set forth in the main body of this Addendum comprised of <u>Sections 1</u> ("Relationship to General Terms and Conditions") through 19 ("Roles and Responsibilities").

Maintenance Services means services provided under the Maintenance and Support Services Addendum.

Minimum Subscription Term means the minimum number of SaaS Billing Cycles during which Customer is required to subscribe for each Service Offering, which shall be three (3) SaaS Billing Cycles following the applicable Service Offering Commencement Date, unless otherwise stated in the applicable Order Document or Pricing Summary.

One-Time Setup Fee means the one-time setup fee for each Service Offering identified in the applicable Order Document or Pricing Summary.

Recovery Point Objective or **RPO** means the maximum tolerable time period which data might be lost from production Software due to a service interruption event.

Recovery Time Objective or **RTO** means the duration of time allowing for the execution of all failover processes required to return access, connectivity, functionality, and operation of production Software to Customer following declaration of a disaster event.

SaaS means software-as-a-service whereby Itron or its designated provider hosts and provides Customer with access to Software on Servers via the internet.

SaaS Billing Cycle means a period of one year beginning on the Effective Date or any anniversary thereof.

SaaS Application Availability means the total number of minutes in a calendar month that the applicable Software is available via (a) a web browser client, (b) web services interface and (c) thin

client. Scheduled downtime is excluded from this calculation. A determination of availability will be based on 24x7 accessibility, less any exclusions set forth in this Addendum.

Servers means the physical computer hardware owned by Itron or its designated provider on which Software will be installed, operated, and maintained.

Service Offering means SaaS, plus any services that are additional or supplemental to SaaS, as described in the applicable Special Terms and Conditions.

Service Offering Commencement Date means, with respect to each Service Offering, the earlier of (a) validation of such Service Offering implementation by Itron pursuant to the applicable Statement of Work, or (b) seven (7) days after completing application system setup and the Customer has been provided valid access credentials for such Service Offering.

Software means each machine readable (object code) versions of computer program identified on the applicable Order Document or Pricing Summary for which Customer has purchased a Service Offering.

Special Terms and Conditions means Service Offering-specific terms and conditions set forth on Attachment A to this Addendum.

Subscription Fees means annual fees identified in the applicable Order Document or Pricing Summary for each Service Offering, plus the Annual Adjustment, if any. Where Customer has purchased an object code license to Software pursuant to the terms of the Software Addendum and wishes to purchase a Service Offering for such Software ("**Hybrid SaaS**"), license fees and fees for applicable Maintenance Services are not included within the Subscription Fees and must be paid separately. Where Customer is not purchasing Hybrid SaaS, fees for applicable Maintenance Services are included within the Subscription Fees.

Subscription Term means the subscription term purchased by Customer for each Service Offering, which begins upon the applicable Service Offering Commencement Date.

5 Access Rights and Restrictions.

5.1 Access Rights.

SaaS is only available for Itron Software identified in the table set forth in this <u>Section 5.1</u> below for which Customer has purchased a Service Offering and paid all applicable fees. Subject to Customer's compliance with the Agreement (including payment of all applicable fees which, in the case of Hybrid SaaS, shall include Software licensing fees and Maintenance Services support Fees), Itron hereby grants to Customer, for the Subscription Term(s) purchased, a non-exclusive, non-transferable, non-assignable, limited right to access and use the Service Offerings, with respect to Endpoints owned or otherwise controlled by Customer, for its internal business purposes in the Territory (as defined in the General Terms and Conditions of the Agreement).

Itron Software Eligible for SaaS	
ACE VISION	IntelliSOURCE Express
ChoiceConnect Fixed Network	Itron Enterprise Edition
Distributed Intelligence (Riva system)	Itron Enterprise Edition Service Mode
Distributed Intelligence (GenX system)	Itron Mobile
EMMSYS	MV-90 xi
Everblu FN (Fixed Network)	
FDM Tools	
	Itron Security Manager
Field Tools Advanced	Operations Optimizer
Field Tools Basic	
	Temetra

5.2 Restrictions on Use

Customer and its authorized users may not: (a) modify, translate or create derivative works of any Service Offering or related Documentation; (b) copy, reproduce, distribute, republish, download, display, post or transmit any portion of a Service Offering or related Documentation in any form or by any means;

(c) sell, assign, transfer, lease or sublicense any Service Offering; (d) allow any third party, other than authorized users, to access any Service Offering or related Documentation without Itron's prior written consent; (e) use any Service Offering or related Documentation to provide services to third parties, or otherwise use any Service Offering on a "service bureau" or "timesharing" or subscription basis including, in connection with devices or equipment not owned or otherwise controlled by Customer; (f) reverse engineer, disassemble, decrypt, extract or otherwise reduce any Service Offering to a human perceivable form or otherwise attempt to determine the source code or algorithms of any Service Offering (except to the extent the foregoing restriction is expressly prohibited by applicable law); (g) infringe any of Itron's or its providers' Intellectual Property Rights; (h) publicly publish the results of any benchmark tests run on any Service Offering; (i) use any Service Offering or related Documentation to engage in any fraudulent, illegal or unauthorized act; (j) introduce into or transmit through any Service Offering any material containing software viruses, worms, trap doors, back doors, Trojan horses or other harmful or malicious computer code, files, scripts, agents or programs; (k) remove, alter or obscure any titles, product logo or brand name, trademarks, copyright notices, proprietary notices or other indications of Itron's or its providers' Intellectual Property Rights, whether such notice or indications are affixed on, contained in or otherwise connected to a Service Offering; (I) attempt to gain unauthorized access to a Service Offering or Itron's or its providers' systems or networks; (m) merge any Service Offering with any other product or service without Itron's prior written consent and the payment of any additional fees; or (n) access or use any Service Offering or related Documentation to build or support, and/or assist a third-party in building or supporting, products or services competitive to Itron or its providers.

5.3 Content Restrictions

Customer may not distribute, download, or place on any Itron or its providers' website or Server, or use with any Service Offering, any content that: (a) Customer knows or has reason to believe infringes the Intellectual Property Rights of any third party or violates any rights of publicity or privacy; (b) violates any applicable law, statute, ordinance; (c) is defamatory, trade libelous, unlawfully threatening or unlawfully harassing; or (d) is obscene, pornographic or indecent (items (a) – (d) are collectively referred to as "Prohibited Content"). Itron reserves the right to remove any Prohibited Content from the Server without prior notice to Customer. Customer will indemnify, defend and hold Itron and its providers harmless for any claims, liabilities, losses, causes of action, damages, settlements, and costs and expenses (including, without limitation attorneys' fees and costs) arising from any third-party claims related to or generated by any Prohibited Content distributed, downloaded, or placed on any Itron or its providers' website or Server or used with any Service Offering by Customer.

5.4 Breach of Restrictions.

Customer's breach of the restrictions set forth in <u>Section 5.2</u> ("Restrictions on Use") or <u>Section 5.3</u> ("Content Restrictions) shall constitute a material breach of the Agreement and shall result in revocation and immediate suspension or termination, as determined by Itron in its sole discretion, of all rights and licenses granted under this Addendum with respect to the Service Offerings. Revocation does not preclude Itron from pursuing any legal and equitable remedies for Customer's breach of these restrictions.

6 Invoicing and Payment.

Customer shall pay Subscription Fees in advance for each SaaS Billing Cycle for which it has purchased a Service Offering. Itron will invoice Customer for the One-Time Setup Fee and initial Subscription Fees for each Service Offering upon the Service Offering Commencement Date. Initial Subscription Fees shall be prorated based on the number of months remaining in the current SaaS Billing Cycle following the Service Offering Commencement Date. Itron may discontinue a Service Offering by providing Customer with written notice of discontinuance no less than 180 days prior to the commencement of a SaaS Billing Cycle. Otherwise, Itron will provide Customer with a renewal notice for the Service Offering at least 120 days prior to the commencement of each SaaS Billing Cycle. Customer may discontinue a Service Offering by providing Itron with written notice of non-renewal no less than 90 days prior to the commencement of a SaaS Billing Cycle. Otherwise, approximately 20 days prior to the commencement of each SaaS Billing Cycle, Itron will provide Customer with an invoice for Subscription Fees payable by Customer for the forthcoming SaaS Billing Cycle. If Customer discontinues a Service Offering prior to expiration of the Minimum Subscription Term for that Service Offering, Itron will invoice Customer, and Customer will pay, for any unpaid Subscription Fees for the respective Service Offering through the end of the applicable Minimum Subscription Term. Maintenance Services fees and license fees relating to Hybrid SaaS will be invoiced in accordance with the Maintenance and Support Services Addendum and Software Addendum, as applicable. Itron has the right to adjust Subscription Fees at any time if Customer's use of a Service Offering exceeds the applicable tier set forth in the respective Order Document or Pricing Summary. Subscription Fees adjusted as a result of Customer exceeding the applicable tier are typically invoiced within thirty (30) to sixty (60) days after provisioning of each respective Endpoint occurs.

7 Monthly Application Availability Service Level

7.1 Service Level.

Provided Customer has paid all applicable Fees (including all Subscription Fees and, in the case of Hybrid SaaS, all maintenance and license fees) SaaS Application Availability with respect to each production environment Service Offering will be at least 99.5%, measured and reported monthly beginning in the first full calendar month following the respective Service Offering Commencement Date ("Monthly SaaS Application Availability Service Level will be measured and calculated separately for each Service Offering. Itron records and data will be the sole basis for all SaaS Application Availability Service Level measurements and calculations.

7.2 Service Level Credits.

As Customer's sole and exclusive remedy for Itron's failure to meet the foregoing Monthly SaaS Application Availability Service Level, Subject to the service level exclusions in <u>Section 8.1</u> (Service Level Exclusions) below, Customer will be entitled to credits as follows:

SaaS Application Availability (production environments only)				
Monthly SaaS Application Availability performance (% of monthly Subscription Fee for applicable SaaS Application)				
≥99.0% and <99.5%	2%			
≥98.0% and <99.0%	4%			
≥96.5% and <98.0%	10%			
≥95.0% and <96.5%	12.5%			
<95.0%	20%			

8 Service Level Exclusions; Disclaimers.

8.1 Service Level Exclusions.

Itron shall not be liable for failing to meet any service level commitment set forth in this Addendum (including any Special Terms and Conditions) or any Order Document to the extent such failure is attributable to any one or more of the following: (a) planned maintenance, unplanned maintenance, or scheduled upgrades; (b) an event triggering a disaster recovery and for a twenty-four (24) hour period after the resumption of service following such an event to allow the system to return to normal operating ranges; (c) suspension or restriction of service under Section 11 ("Suspension or Restriction of Service") of this Addendum; and (d) conditions beyond Itron's reasonable control, including but not limited to (i) unavailability of Customer or third party wireless services between the Service Offering and the Endpoints; (iii) failures in external Internet or VPN configurations not managed by Itron; (iv) a Force Majeure event; (v) false reports of unavailability as a result of outages or errors of any Itron measurement system; (vi) an act or omission of Customer or third parties (other than Itron's contractors, subcontractors or suppliers), including security incidents caused by such act or omission; (vii) incident investigation or computer failures that could not reasonable have been prevented by Itron; (viii) failures of third-party equipment, hardware, software, or services not provided by Itron; and (ix) Customer's delay in performing maintenance or other tasks designated as its responsibility in this Agreement.

8.2 Disclaimers.

(a) Third-Party Content Disclaimer.

Itron does not maintain third-party Software or third-party Service Offerings that Customer purchases through Itron (collectively "Third-Party Content") and makes no representations or warranties whatsoever, directly or indirectly, express or implied, as to the suitability, durability, and fitness for use, merchantability, condition, quality, performance or non-infringement of any Third-Party Content. Third-Party Content shall be subject solely to any service levels or warranties provided by the third-party provider. Itron will pass through to Customer or make commercially reasonable efforts to enforce on Customer's behalf, any service levels, warranties and remedies received from such third-party provider.

(b) Use of SaaS with Third-Party Devices.

Customer may use a Service Offering to collect data from Endpoints equipped with radio communication devices not manufactured or provided by Itron ("Third-Party Radio Device"). Itron makes no representations or warranties whatsoever, directly or indirectly, express or implied, as to the suitability, durability, and fitness for use, merchantability, condition, quality, performance or non-infringement of, and disclaims all liability with respect to, Third-Party Radio Devices. In particular, Itron shall have no liability (a) if a Third-Party Radio Device is not responding or communicating or (b) for unread endpoints due to defective or unreachable Third-Party Radio Devices. Customer shall contact the supplier of such device for support.

9 Sizing of Software-as-a-Service.

Itron will size Service Offerings, Servers, and systems for Customer's specific deployment. System sizing depends upon the Service Offering and types of devices and sensors and may be a factor in determining Subscription Fees. Sizing criteria may include number of system endpoints, number of network devices, residential meter configuration, commercial and industrial meter configuration, desired data collection intervals, storage duration for historical data, and the number of concurrent and total users of the application. Any sizing changes during a Subscription Term will require a Change Order and may result in a change in Subscription Fees.

10 Conditions on Use of Service.

Customer will use the Service Offerings only in accordance with Itron user guides, the Agreement (including, this Addendum, the General Terms and Conditions, applicable Order Documents), and laws and government regulations. The rights of any user to access and use the Service Offerings cannot be shared or used by more than one individual (unless such license is reassigned in its entirety to another authorized user), and Customer shall make every reasonable effort to prevent unauthorized third parties from accessing the Service Offerings.

11 Suspension or Restriction of Service.

Itron may suspend or restrict all or part of the Service Offerings at any time to protect the integrity and functionality of the Software, Servers, platforms, and systems, or for a breach of <u>Section 5.2</u> ("Restrictions on Use"), <u>Section 5.3</u> ("Content Restrictions") or <u>Section 10</u> ("Conditions on Use of Service"), until such breach is cured.

12 Incident Management.

Itron will provide Customer support and incident and problem management services, which include responding to alerts, tracking the issue, troubleshooting the problem and escalating to Itron subject matter experts or third-party providers, in accordance with the Maintenance and Support Services Addendum.

13 Customer Technical Responsibilities.

Customer is responsible for selecting, acquiring, securing and maintaining all equipment and ancillary services needed to connect to, access, or otherwise use and maintain compatibility with the Service Offerings, at Customer's sole expense. For the avoidance of doubt, unless otherwise specified in an Order Document or, Statement of Work, or any Special Terms and Conditions attached hereto, Customer is responsible for providing WAN connectivity.

14 User IDs and Passwords.

Itron shall provide Customer with user identifications and passwords ("**User IDs**") to access the Service Offerings. Customer shall be solely responsible for all use of Customer's subscriptions and accounts. Customer shall maintain the confidentiality of all User IDs assigned to Customer. User IDs may not be shared or used by more than one user.

15 Planned Maintenance.

Planned Maintenance, whenever reasonably practicable, will be performed during off-business hours between 6:00 p.m. to 12:00 a.m. Customer's local time, with as little disruption to Customer's use of the Service Offerings as possible. Unplanned maintenance, whenever reasonably practicable, shall also be performed during off-business hours between 6:00 p.m. and 12:00 a.m., Customer's local time.

16 Unplanned Maintenance.

Itron will provide Customer with notice of unplanned maintenance as soon as reasonably practical. Itron will minimize Service Offering disruptions to the extent reasonably practical.

17 Business Continuity.

17.1 Itron has architected and operates a high availability and scalable infrastructure to facilitate virtualized customer environments with various fault tolerant components. Fault tolerance and failover methodologies allow Itron to maximize system availability and confidently uphold the Monthly SaaS Application Availability Service Level and Monthly File Delivery Percentage Service Level. Itron will conduct daily backups of back office application configuration files and associated data. These backups are for operational purposes only and are not a disaster recovery solution or a solution to be used by the Customer for testing or analysis purposes. Itron will periodically test the restore capability of its business continuity solution. System and database backups are performed via a schedule to provide for a full weekly backup and daily differential backups. System backups and snapshots are also taken prior to any

Item 5.

system change that has been approved via the Itron Global Managed Services Change Control Board. The system can be recovered from the backup in an event of a failure. Business continuity is designed to provide recovery for component failures within a datacenter, this does not provide coverage for the loss or connectivity to a data center. If a more robust mitigation solution is required by Customer, geodiverse disaster recovery options can be discussed and priced as a more fault tolerant solution.

17.2 All incidents requiring system recovery will be required to adhere to Itron's incident management policy and related standard operating procedures. BUSINESS CONTINUITY: RPO = 72 hours; RTO = 5 business days.

18 Disaster Recovery.

18.1 Disaster Recovery ("DR") is an optional service that is offered by Itron to hosted customers who purchase DR for an additional fee. Upon Customer's purchase of DR services and payment of applicable fees as set forth in the Order Document or Pricing Summary, Itron will maintain DR services at a dedicated facility that is equipped to facilitate hosted operations, meter reading and interrogations, and Field Area Network ("FAN") communications in the event DR is needed. Upon mutual agreement, separate SOW and for identified cost, Itron can exercise the DR capabilities once per calendar year on Customer's production environments and provide the results of each such test to the Customer.

18.2 In the event of a Severity Level 1 Error (as defined in the Maintenance and Support Services Addendum), Itron will evaluate the scale of the incident, readily available mitigation plans, and the estimated time to recover. If it is apparent to Itron that an incident meeting the standards of a disaster as set forth in Itron's Disaster Recovery plan has occurred with no possibility of mitigation, Itron will declare a disaster and begin the notification process. Itron will notify the Customer of an any such event that will result in service interruption in excess of twelve (12) hours. Once a disaster has been declared, Itron's responsibilities for SLAs will be temporarily suspended until the time at which Customer's environment has been failed over and is operating in the secondary DR datacenter. The Recovery Point Objective (RPO) for DR is four (4) hours. The Recovery Time Objective (RTO) for DR is twelve (12) hours.

19 Roles and Responsibilities.

The table below lists the respective responsibilities of Customer and Itron to ensure reliable operation of the Software-as-a-Service.

P=Primary responsibility

S=Support responsibility

Description of service or deliverable	Itron	Customer
Submit user access requests for new users and deletion notifications for users no longer involved with the SaaS.		P
Provide immediate notification in the event of a Customer employee termination for those with access to the SaaS.		P
Provide immediate notification in the event of an Itron employee termination for those with access to the SaaS.	Р	
Maintain skill sets necessary to properly support the SaaS.	P	
Administer and monitor Servers including but not limited to utilization of CPU, memory, IOPs, and disk space.	Р	
Manage and troubleshoot the secure SaaS components and processes (if applicable).	Р	
Administer associated Linux, Unix, and Windows operating systems.	P	
Apply operating system and other third-party security patches and critical updates as appropriate.	Р	
Maintain and troubleshoot third-party software issues required for SaaS operations pursuant to this Addendum; work with third party to troubleshoot as required.	Р	
Maintain anti-virus on all windows-based Servers if applicable to the SaaS platform.	P	
Monitor communications and support communications troubleshooting activities for the SaaS.	Р	
Perform software upgrade activities.	Р	

Description of service or deliverable	Itron	Customer
Maintain and administer the SaaS Server databases.	P	
Manage upload and submission of meter data files; work with Itron when problems are identified.		Р
Provide and maintain a Secure FTP or equivalent if included in the SOW.	Р	
Perform regular system, database, and custom component backups in accordance with selected service level.	P	
Maintain the applicable standard operating procedures and run books to maintain, monitor and operate the hosted environment.	P	

20 Deidentified Data

Customer hereby grants Itron a non-exclusive, royalty-free, perpetual, worldwide license to copy, modify, use, sublicense, distribute, display, create derivative works of all Customer Data for the purposes of: (i) providing products and services to Customer, (ii) testing, troubleshooting, and optimizing performance and quality of Itron's products and services, and (iii) generating, storing, distributing, and using Deidentified Data for any lawful purpose. Itron will use reasonable methods, such as anonymization and aggregation, that are designed to ensure that Deidentified Data cannot be associated with any consumer or household, and shall use Deidentified Data only for analysis, reporting, program management, to maintain, improve, and develop its products and services, and other lawful purposes. Itron shall not attempt to reidentify any such Deidentified Data except as necessary to determine that its deidentification processes satisfy the requirements of this Section. Itron's use of Deidentified Data shall not conflict with Itron's obligations under this Agreement. This Section survives expiration or earlier termination of the Agreement.

Attachment A

Special Terms and Conditions

Special Terms and Conditions – AMI Essentials (Water and Gas). The following Special Terms and Conditions contained within this attachment apply to Itron's SaaS Service Offering for AMI Essentials (Water and Gas):

1 Mobile Device Software.

- (a) License Grant. Subject to the terms of this Agreement, Itron grants Customer a limited, non-exclusive, and non-transferrable license to download, install, and use Itron's Temetra Mobile application and any associated drivers provided by Itron (collectively, the "Mobile Device Software") on Itron-approved mobile devices owned or otherwise controlled by Customer (each a "Mobile Device") strictly in accordance with the Documentation.
- (b) License Restrictions. Customer shall not: (a) copy the Mobile Device Software; (b) modify, translate, adapt, or otherwise create derivative works or improvements, whether or not patentable, of the Mobile Device Software; (c) reverse engineer, disassemble, decompile, decode, or otherwise attempt to derive or gain access to the source code of the Mobile Device Software or any part thereof; (d) remove, delete, alter, or obscure any trademarks or any copyright, trademark, patent, or other intellectual property or proprietary rights notices from the Mobile Device Software, including any copy thereof; or (e) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available the Mobile Device Software, or any features or functionality of the Mobile Device Software, to any third party for any reason.
- (c) Directives. To the extent directive 2009/24/EC on the legal protection of computer programs or similar legislation or regulation (collectively, the "Directives") is applicable, such Directives may provide Customer the right to decompile Software in order to obtain information necessary to achieve the interoperability of an independently created computer program, prior to exercising any such possible rights under the Directives, Customer agrees to (a) first notify Itron of Customer's good faith belief that information necessary to achieve the interoperability of an independently created computer program is not otherwise available and that decompilation is indispensable within the meaning of the Directives; and (b) provide Itron with a reasonable amount of time to respond to Customer regarding the foregoing assertions.
- (d) Limited Mobile Device Software Warranty. For a period of ninety (90) days from the date of delivery of the Mobile Device Software to Customer (the "Warranty Period"), Itron warrants solely to Customer that the Mobile Device Software will substantially conform in all material respects to the applicable Itron published specifications. As Customer's sole and exclusive remedy for any breach of this warranty, Itron will, at its option, during the Warranty Period set forth in this Section 1(c), repair or replace non-conforming Mobile Device Software to substantially conform to the foregoing warranty, provided that Itron will have no obligation to repair or replace any non-conforming Mobile Device Software if the Agreement or applicable Order Document has terminated or expired. The foregoing warranty does not apply to nonconformities in the Mobile Device Software due to: (i) modifications not made or approved by Itron in writing; (ii) Customer's or any third party's negligence or intentional acts; (iii) misuse or abuse, including the failure to use or install the Mobile Device Software in accordance with the Documentation; (iv) incorrect data, or data entry or output, as applicable, by Customer or a third party; (v) use with third party software, hardware or firmware not provided or authorized by Itron in writing; (vi) a Force Majeure event; or (vii) viruses or security vulnerabilities introduced into the Mobile Device Software or Customer's systems through no fault of Itron. After the Warranty Period, any Mobile Device Software errors will be addressed under Maintenance and support terms.
- (e) **Updates.** Itron may from time to time in its sole discretion develop and provide Mobile Device Software updates, which may include upgrades, bug fixes, patches, other error corrections, and/or new features (collectively, including related documentation, "**Updates**"). Based on Customer's Mobile Device settings, when Customer's Mobile Device is connected to the internet either: (a) the Mobile Device Software will automatically download and install all available Updates; or (b) Customer may receive notice of or be prompted to download and install available Updates. Customer shall promptly download and install all Updates and acknowledge and agree that the Mobile Device Software, the Service Offering, or portions thereof may not properly operate should Customer fail to do so. Customer further agrees that all Updates will

77

Item 5.

be deemed part of the Mobile Device Software and be subject to all terms and conditions of this Agreement.

2 Compatible Mobile Devices.

Mobile Device Software is designed to work in connection with Mobile Devices that meet Itron minimum requirements. Itron will provide the minimum specifications to Customer. Itron is not required to make Mobile Device Software work with any Devices that do not meet Itron minimum requirements.

3 Disclaimer of Liability.

Mobile Device Software requires Internet connectivity, which Customer is solely responsible for procuring. Itron accepts no responsibility for any internet services failure, Mobile Device failure, or for any loss or damage of any kind caused by such failure.

4 Business Continuity and Disaster Recovery.

The following shall replace <u>Section 17</u> ("Business Continuity") and <u>Section 18</u> ("Disaster Recovery") of the General SaaS Terms and Conditions in its entirety:

Itron uses streaming replication to keep a hot failover database always available, with automatic switch over in the event of failure. Application data is automatically backed up every night.

5 Recovery of Customer Data at the end of the Agreement or SaaS Service.

At the end of the Term of the Agreement or SaaS service (unless the Agreement or SaaS service is renewed pursuant to duly executed amendment or a new agreement), or in the event of its early termination in accordance with the terms of the Agreement, Customer will confirm to Itron in writing, no later than on the effective date of expiration or termination, its decision to close the SaaS service ("Closure Confirmation"). Provided that Itron has received the Closure Confirmation from Customer within the aforementioned period, Itron will maintain Customer's access to the system for a maximum period of three (3) months from receipt of the Closure Confirmation, for the sole purpose of enabling Customer to retrieve the following Customer data: access account information, meter details, history of index reading data and photographs. Customer may, at no additional cost, export said system data in the standard file format used by the SaaS service, or the format already supported by the SaaS service. At the end of this three (3) month period, the Customer data will be permanently deleted and will no longer be recoverable. if Customer fails to pay undisputed amounts due, Itron has no obligation to maintain Customer data or Customer's access to the System. Itron may restore Customer data and reinstate Customer's access to the System upon payment of a reinstatement fee.

6 Connectivity

Data transmission between an End Point and the Head End System ("**Connectivity**") is provided by a third-party carrier network. In the event of a disruption in Connectivity, Itron will use commercially reasonable efforts to assist the network carrier to resolve the disruption.

7 AMI Essentials Use Restrictions

7.1 Limitations. Customer's use of AMI Essentials (Water & Gas) shall be permitted as follows:

7.1.1 Conventional AMI Use Cases. Customer will use AMI Essentials (Water & Gas) for conventional AMI use cases. Conventional AMI use cases include (a) up to four reads per day of the following available read types: no more than twice daily retrieval of interval data, daily reading of meter registers, ondemand reads, meter pings, and (b) up to five Firmware upgrades for the life of the Endpoint. Usage beyond conventional use cases could result in premature battery failure.

7.1.2 New Use Cases

If Customer requests additional use cases, Itron or its contracted partner will review any request for new use cases, study the impact on network capacity and functionality and render a decision within 90 days of the request. Itron reserves the right to charge additional fees for any new use cases.

8 Service Levels

This $\underline{\text{Section 8}}$ sets forth the read rate service levels for AMI Essentials (Water & Gas). The read rate service level commitments are outlined below and are contingent upon Customer's purchase of (and ongoing right to receive) AMI Essentials (Water & Gas) in accordance with the Agreement.

8.1 Service Level Definitions.

Available Endpoint is an Endpoint that meets the following criteria: (a) the Endpoint, if installed by Customer, has been properly installed according to Itron installation instructions; (b) Customer has provided all necessary and correct information for Itron to properly provision the Endpoint in

Itron's data collection platform; (c) the Endpoint is communicating with Itron's data collection platform and a register read has been received from the Endpoint for three (3) consecutive days; (d) adequate cellular coverage signal quality is measured, as defined by applicable product specifications; (e) cellular coverage is not affected by temporary or permanent obstructions or other conditions outside of Itron's control; (f) Customer operates and maintains the Endpoint according to Itron's published policies and procedures; (g) the solution has been optimized as part of the deployment process, including read times to support optimal performance and avoid network congestion; (h) there are no gaps in cellular coverage or wireless carrier interruptions. An Endpoint will not be considered an Available Endpoint under any of these conditions have not been met: (a) if an exception is detected by Itron or reported by Customer, but the exception cannot be resolved remotely, or (b) the Endpoint if it is under field investigation.

Billing Read Rate means the percentage of Available Endpoints from which register read data has been collected over a rolling 3-day period, measured for each calendar day.

8.2 Service Level Report

Itron will deliver a monthly service level report that identifies performance against service levels. If Itron does not meet a service level, the report will give the reason the service level was not achieved and describe the corrective actions taken.

8.3 Service Level Commitment

Provided Customer has paid all SaaS Subscription Fees, the average monthly read rates of Available Endpoints during the Term of this Agreement will meet or exceed the service level commitments as set forth in the table below. Itron records and data will be the sole basis for all Read Rate measurements and calculations.

Service Level	Monthly Service Level Commitment	Credit (% of monthly Subscription Fee for applicable SaaS Application)
3-Day Billing Read Rate	96% - 98%	4%
	94% - 96%	10%
	< 94%	20%

8.4 Monthly Credit Limit

The cumulative Service Level Credit, if any, awarded to Customer in any single month may not exceed thirty percent (30%) of the Subscription Fee (pro rata monthly equivalent if billed quarterly or annually) for the month in question irrespective of the number of SLAs that may not have been met.

9 Fees and Invoicing

The One-Time Setup Fee and Subscription Fees for the AMI Essentials (Water & Gas) Service Offering will be invoiced and paid in accordance with <u>Section 6</u> ("Invoicing and Payment") of the SaaS General Terms and Conditions, unless specified otherwise in a pricing summary or an Order Document.

10 AMI Essentials (Water & Gas) - Daily Operational Roles & Responsibilities

Daily operations, Endpoint data collection activities, delivery of daily data export files, and event exception notification require that activities be performed by both Itron and Customer to ensure effective delivery of AMI Essentials (Water & Gas). The table below lists the respective responsibilities of Customer and Itron for such daily activities. Itron's obligation to provide AMI Essentials (Water & Gas) are expressly contingent upon Customer's full performance of all responsibilities assigned to Customer.

P=Primary responsibility

S=Support responsibility

Description of Service or Deliverable	Itron	Customer
Ensure any input files are received and processed and output files are delivered to Customer by posting to a SFTP folder, or equivalent, where it can be retrieved by Customer as needed.		
Manage files on the SFTP server where any export files are delivered. If the SFTP server is Itron's, files should be downloaded nightly and files		S

Item 5.

			1 1
Description of Service or Deliverable	Itron	Customer	Ľ
that have been successfully downloaded and processed are to be removed from the SFTP location within 7 days.			
Perform read rate monitoring and reporting.	Р		
Perform remote investigation for specific groups of non-communicating Endpoints affected by a common network issue and coordinate field order with Customer as needed.	Р	S	
Perform scheduling of Endpoint interrogations including file delivery and delivery of Data Collection Platform standard reports.	Р		
Perform Endpoint repair, replacement, or relocation as required.		Р	
Perform RMA, Processing, Tracking and Performance Reporting for Endpoints and Network devices.	S	Р	
Administration of the Managed Services platform applications to Service Levels.	Р		

11 AMI Essentials (Water & Gas) - Environmental Management Roles & Responsibilities

In addition to the daily operational tasks, Customer and Itron each have responsibilities for monitoring and managing the operating environment of the AMI Essentials (Water & Gas) platform and applications. The table below lists the respective responsibilities of Customer and Itron for such activities. Itron's obligation to provide AMI Essentials (Water & Gas) are expressly contingent upon Customer's full performance of all responsibilities assigned to Customer.

P=Primary responsibility

S=Support responsibility

Description of Service or Deliverable	Itron	Customer
Submit user access requests for new users and deletion notifications for users no longer involved with the managed system.		P
Provide immediate notification in the event of a Customer employee termination for those with access to the managed system.		Р
Provide immediate notification in the event of an Itron employee termination for those with access to the SaaS.	P	
Maintain skill sets necessary to properly support the require Managed Services platform technologies.	P	
Maintain skill sets necessary to properly support the required Managed Services platform Field operations.		Р
Administer and monitor servers including but not limited to utilization of CPU, memory, IOPs, and disk space.	P	
Manage and troubleshoot the secure network infrastructure components and processes (if applicable).	Р	
Administer associated Linux, Unix, and Windows operating systems.	P	
Apply Operating System and other 3rd party security patches and critical updates as appropriate.	Р	
Update security appliances (if applicable) with new Endpoint related security files.	P	
Maintain and troubleshoot third party software issues required for Managed Services platform operations, work with third party to troubleshoot as required.	P	
Maintain anti-virus on all windows-based servers.	Р	
Perform the initial Network Devices configuration.	Р	
Monitor Network and Endpoint communications and support metering and communications troubleshooting activities for the Managed Services platform.	P	
Support solution upgrade activities.	Р	
Maintain and administer the Managed Services platform server databases.	P	

	_
Item	5.

Description of Service or Deliverable	Itron	Customer	nem
Establish and manage the wireless backhaul contracts and accounts if applicable.	P		7
Support Customer's technical operations department to handle Endpoint and Network field exceptions.	P		
Manage upload and submission of meter data files; work with Itron when problems are identified.		P	
Provide and maintain a Secure FTP.	Р		
Perform regular system, database, and custom component backups in accordance with selected service level.	Р		
Develop and maintain related standard operating procedures.	Р		
Manage Endpoint firmware revisions, including coordination and scheduling of firmware downloads as necessary (for Itron manufactured devices only with Itron provided firmware).	P		
Monitor Endpoint communications, reporting, and troubleshoot Managed Services platform issues as necessary.	P		
Manage Endpoint manufacturing and security files for all necessary solution components, troubleshoot and coordinate with manufacturing as needed.	P		
Develop, maintain and utilize system operations clock, standard operations procedures, and daily checklists for Itron operators and administrators.	P		

ORDER DOCUMENT

This Order Document is governed by the Master Sales Agreement Terms and Conditions between Customer and Itron dated [Insert Agreement Start Date], including any amendments thereto (the "Agreement"). If there is a conflict between this Order Document and the General Terms and Conditions or any Addendum to the Agreement, the General Terms and Conditions and Addendum will control, except to the extent stated otherwise in this Order Document. Except as otherwise defined in this Order Document, capitalized terms herein have the meanings assigned to them in the General Terms and Conditions and Addenda to the Agreement.

1 Scope

This Order Document applies only to the products and/or services described in the pricing summary attached as <u>Attachment A</u> (the "**Deliverables**").

2 Excessive Failure

The Agreement's Equipment Addendum is amended as follows:

a. Add the following definition to Section 2. Additional Definitions:

"Excessive Failure" means a failure rate of installed 500W Cellular Endpoints within any rolling twelve (12) month period that is greater than either, (a) 2% of Endpoints failing due to the same root cause, as verified by Itron, or (b) 4% of Endpoints failing from multiple individual root causes in the aggregate. An Excessive Failure shall not include any 500W Cellular Endpoints that are outside the applicable Warranty Period at the time of failure or that are excluded from warranty coverage pursuant to Section 13 ("Itron Equipment Warranty Exclusions") of this Equipment Addendum."

b. Replace Section 12. Itron Equipment Warranty with the following:

"12. Itron Equipment Warranty.

Itron warrants solely to Customer that, during the Warranty Period, Itron Equipment will be free from defects in materials and workmanship and will conform in all material respects to the applicable Itron published specifications. Except as otherwise provided in Section 12.1 ("Excessive Failure Remedies"), as Customer's sole and exclusive remedy for a breach of the foregoing warranty, Itron will, at its option and expense: (i) repair or replace faulty Itron Equipment under warranty after it has been returned to an Itrondesignated repair facility during the Warranty Period in accordance with Itron's then current RMA policy and procedures, (ii) provide Customer with a Firmware or software fix to correct the nonconformity, or (iii) if Itron determines (in its reasonable judgment) that it is unable to provide a remedy specified in item (i) or (ii) of this section, Itron will provide Customer with a depreciated refund of the purchase price for the applicable Itron Equipment. Except as otherwise provided in Section 12.1 ("Excessive Failure Remedies"), (A) Customer will pay the cost of returning Itron Equipment to the Itron designated repair facility and Itron will pay the cost of returned repaired or replacement Itron Equipment to Customer, and (B) Customer is responsible for any labor costs associated with removal or reinstallation of Itron Equipment. Repaired and replacement Itron Equipment will be warranted for the remainder of the Warranty Period, or sixty (60) days from the ship date of the repaired or replaced Itron Equipment, whichever is longer. Additional warranty terms for specific Itron Equipment may be specified in the attached Itron Equipment Warranty Table."

c. Add the following section as a new subsection of Section 12. Itron Equipment Warranty:

"12.1 Excessive Failure Remedies.

In the event of a suspected Excessive Failure, Customer shall promptly notify Itron. Upon receipt of such notice, Itron will promptly dedicate sufficient resources to thoroughly investigate and diagnose the cause of the failure. If an Excessive Failure is verified by Itron, it will develop a plan to eliminate the problem in all continuing production and to correct the problem in all failed 500W Cellular Endpoints that are covered by and not excluded from the warranties set forth in Section 13 ("Itron Equipment Warranty

Item 5.

Exclusions" of this Equipment Addendum. If the plan requires that the failed 500W Cellular Endpoints be de-installed for repair or replacement, then Itron will, at its expense, (a) provide qualified field labor to de-install defective and accessible 500W Cellular Endpoints within Customer's service territory that are exhibiting the same failure mode in excess of the Excessive Failure threshold and install conforming replacements for such equipment pursuant to a mutually agreed upon statement of work, or (b) reimburse Customer's actual, documented and necessary costs of performing such work using its own resources in the form of a credit against amounts due by Customer under this Agreement, not to exceed \$25.00 per failed 500W Cellular Endpoints. The additional remedies for Excessive Failures under this Section will only be available if Customer: (i) promptly investigates all potentially defective 500W Cellular Endpoints identified on Customer's most recent system performance and maintenance reports, (ii) promptly returns all 500W Cellular Endpoints that fail to satisfy the warranties set forth in Section 12 ("Itron Equipment Warranty") of this Equipment Addendum below the Excessive Failure threshold to Itron in accordance with Itron's then-current RMA process, (iii) promptly notifies Itron in writing once Customer believes, acting reasonably, that an Excessive Failure has occurred or is likely to occur, (iv) maintains all system performance and maintenance reports for a period of no less than twenty-four (24) months, and (v) provides Itron with access to such reports and other relevant Customer records as necessary for Itron to confirm Customer's compliance with the investigation, return and reporting requirements of this Section. The remedies set forth in this Section 12.1, when combined with the remedies set forth in Section 12 ("Itron **Equipment Warranty**") of this Equipment Addendum, shall be Customer's sole remedy in the event of an Excessive Failure."

3 Miscellaneous

Except as otherwise expressly provided or modified in this Order Document, the (i) terms and conditions set forth in the General Terms and Conditions and Addenda to the Agreement remain in full force and effect, and (ii) this Order Document and the terms and conditions set forth in the General Terms and Conditions and Addenda to the Agreement constitute the entire and exclusive agreement between the Parties regarding the subject matter hereof, and supersede all proposals and prior agreements, oral or written, and all other communications.

Each Party has executed this Order Document by its duly authorized representative.

Itron, Inc.	Customer
Signature	Signature
Printed Name	Printed Name
Title	Title
Date	Date

[End]

Attachment A Pricing Summary

Itron
Electric / Gas / Water

Information collection, analysis and application

2111 N. Molter Rd. Liberty Lake, WA 99019 fax: 866-787-6910 www.itron.com **Pricing Summary for**

City of Augusta, GA

Q-00010241 Ver1 Feb February 6, 2025

Item	Part Number	Description		Qty	Unit Price	Extended Price	Notes
Nate	r Modules						(1)
1	ECW-1700-001	500W Cellular Water Pit Module The blended price of \$83 per unit price for the 72,849 cellular endpoints re against the 22,081 Riva modules purchased by Augusta.	flects a credit (\$20)	72,849	\$83.00	\$6,046,467.00	
2	CFG-1601-001	500W Through Lid Mount Kit		72,849	\$3.56	\$259,342.44	
		Total Water Mod	dules		_	\$6,305,809.44	•
Desfo	ssional Services						(4)
3	Services	Professional Services				\$89,196,16	(4)
4	T&E	Estimated Travel Expense			<u></u>	\$3,980.00	_
		Total Professional Ser	vices			\$93,176.16	
ltron	Cloud Services						
	ectivity Access Se	rvice				Annual	(2)
5	3000-02244	AMI Essentials Connectivity Access Service - Year 1	15,000	12	\$0.50	\$89,856.00	
6	3000-02244	AMI Essentials Connectivity Access Service - Year 2	30,000	12	\$0.50	\$179,712.00	
7	3000-02244	AMI Essentials Connectivity Access Service - Year 3	45,000	12	\$0.50	\$269,568.00	
8	3000-02244	AMI Essentials Connectivity Access Service - Year 4	60,000	12	\$0.50	\$359,424.00	
9	3000-02244	AMI Essentials Connectivity Access Service - Year 5	73,333	12	\$0.50	\$439,294.00	
10	3000-02244	AMI Essentials Connectivity Access Service - Year 6	73,333	12	\$0.50	\$439,294.00	
11	3000-02244	AMI Essentials Connectivity Access Service - Year 7	73,333	12	\$0.50	\$439,294.00	
12	3000-02244	AMI Essentials Connectivity Access Service - Year 8	73,333	12	\$0.50	\$439,294.00	
13	3000-02244	AMI Essentials Connectivity Access Service - Year 9	73,333	12	\$0.50	\$439,294.00	
14	3000-02244	AMI Essentials Connectivity Access Service - Year 10	73,333	12	\$0.50	\$439,294.00	
15	3000-02244	AMI Essentials Connectivity Access Service - Year 11	73,333	12	\$0.50	\$439,294.00	
16	3000-02244	AMI Essentials Connectivity Access Service - Year 12	73,333	12	\$0.50	\$439,294.00	
17	3000-02244	AMI Essentials Connectivity Access Service - Year 13	73,333	12	\$0.50	\$439,294.00	
18	3000-02244	AMI Essentials Connectivity Access Service - Year 14	73,333	12	\$0.50	\$439,294.00	
19	3000-02244	AMI Essentials Connectivity Access Service - Year 15	73,333	12	\$0.50	\$439,294.00	
20	3000-02244	AMI Essentials Connectivity Access Service - Year 16	73,333	12	\$0.50	\$439,294.00	
21	3000-02244	AMI Essentials Connectivity Access Service - Year 17	73,333	12	\$0.50	\$439,294.00	
22	3000-02244	AMI Essentials Connectivity Access Service - Year 18	73,333	12	\$0.50	\$439,294.00	
23	3000-02244	AMI Essentials Connectivity Access Service - Year 19	73,333	12	\$0.50	\$439,294.00	
24	3000-02244	AMI Essentials Connectivity Access Service - Year 20	73,333	12	\$0.50	\$439,294.00	
		Total Connectivity Access Se	rvice			\$7,927,264.05	-
Tomo	tra Advanced					Annual	(2)
25	3500-T0A0F	TEMETRA ADVANCED, 50001-75000 ENDPOINTS, SUBSCRIPTI	ON -			\$26,250.00	(2)
26	3500-T0A0F	Year 1 TEMETRA ADVANCED, 50001-75000 ENDPOINTS, SUBSCRIPTI				\$26,250.00	
27	3500-T0A0F	Year 2 TEMETRA ADVANCED, 50001-75000 ENDPOINTS, SUBSCRIPTI	ON -			\$26,250.00	
28	3500-T0A0F	Year 3 TEMETRA ADVANCED, 50001-75000 ENDPOINTS, SUBSCRIPTI	ON -			\$27,168.75	
29	3500-T0A0F	Year 4 TEMETRA ADVANCED, 50001-75000 ENDPOINTS, SUBSCRIPTI Year 5	ON -			\$28,119.66	
30	3500-T0A0F	TEMETRA ADVANCED, 50001-75000 ENDPOINTS, SUBSCRIPTI Year 6	ON -			\$29,103.84	
31	3500-T0A0F	TEMETRA ADVANCED, 50001-75000 ENDPOINTS, SUBSCRIPTI Year 7	ON -			\$30,122.48	
32	3500-T0A0F	TEMETRA ADVANCED, 50001-75000 ENDPOINTS, SUBSCRIPTI Year 8	ON -			\$31,176.77	
33	3500-T0A0F	TEMETRA ADVANCED, 50001-75000 ENDPOINTS, SUBSCRIPTI Year 9				\$32,267.95	
34	3500-T0A0F	TEMETRA ADVANCED, 50001-75000 ENDPOINTS, SUBSCRIPTI Year 10				\$33,397.33	
35	3500-T0A0F 3500-T0A0F	TEMETRA ADVANCED, 50001-75000 ENDPOINTS, SUBSCRIPTI Year 11 TEMETRA ADVANCED, 50001-75000 ENDPOINTS, SUBSCRIPTI				\$34,566.24 \$35,776.06	
37	3500-T0A0F	Year 12 TEMETRA ADVANCED, 50001-75000 ENDPOINTS, SUBSCRIPTI				\$37,028.22	
		Year 13					

Confidential



Itron
Electric / Gas / Water

Information collection, analysis and application

2111 N. Molter Rd. Liberty Lake, WA 99019 fax: 866-787-6910 www.itron.com

City of Augusta, GA

Q-00010241 Ver1 Feb February 6, 2025

39	3500-T0A0F	TEMETRA ADVANCED, 50001-75000 ENDPOINTS, SUBSCRIPTIO	ON -		\$39,665.55	
40	3500-T0A0F	Year 15 TEMETRA ADVANCED, 50001-75000 ENDPOINTS, SUBSCRIPTION	ON -		\$41,053.85	
41	3500-T0A0F	Year 16 TEMETRA ADVANCED, 50001-75000 ENDPOINTS, SUBSCRIPTION	ON -		\$42,490.73	
42	3500-T0A0F	Year 17 TEMETRA ADVANCED, 50001-75000 ENDPOINTS, SUBSCRIPTION	ON -		\$43,977.91	
43	3500-T0A0F	Year 18 TEMETRA ADVANCED, 50001-75000 ENDPOINTS, SUBSCRIPTION	ON -		\$45,517.13	
44	3500-T0A0F	Year 19 TEMETRA ADVANCED, 50001-75000 ENDPOINTS, SUBSCRIPTIC Year 20	ON -		\$47,110.23	
		Total Temetra Advar	nced	-	\$695,616.90	
		1	otal	-	\$15,021,866.55	
•	onal Items			=		
	ote Shut-off Valve					
45	TBD	AquaFlex AVS - Aquana - 3/4in - Actuator, valve, and locking clip come unassembled - 3/4in valve bore, M/F swivel nut, NPSM 1in connection - 3-wire AMR4 connection	TBD	\$141.33	TBD	
	sure Monitoring					
46	TBD	Pressure Monitoring Sensor	TBD	\$ 2,049.60	TBD	
				Price per EP		
47	TBD	Pressure Monitoring Data Plan, Hosting - Annual Subscription	<u>Years</u> TBD	per Year \$72.00	Annual TBD	
Acou	stic Leak Detection					
	LDS-1601-001	LDS,OLS-OPENWAY RIVA LEAK SENSOR,W/ 5 FT ILC	TBD	\$135.43	TBD	
				Price per EP		
			Years	per Year	Annual	
49 50	3000-01918 3000-01918	mlogonline network leak monitoring - Annual Subscription (1 to 1,200 mlogonline network leak monitoring - Annual Subscription (for quanti		\$2.00	\$2,400.00 TBD	
50	3000-01918	greater than 1,200)	ties IBD	\$2.00	IBD	
Pipe	Asset Management					(3)
	3000-02155	Pipe Asset Management – Annual Platform Fee	TBD		\$21,000.00	
				Price per		
				Mile per Year		
52	3000-02157	Pipe Asset Management – Mains Risk Modeling, Essentials Subscrip	Miles otion TBD	\$97.00	TBD	
-	0000 02.01	Tipe Table Management Management Management (1997)	100	Q37.00		
Wate	r Loss Management					
53	3000-00511	Water Loss Reduction – Subscription	TBD	-	\$31,000.00 TBD	
		Total Optional It	ems		IBD	
Addit	tional Training					
54 55	Services T&E	Professional Services - Additional Training			\$8,974.72	
55	IQE	Estimated Travel Expense Total Additional Train	ning	-	\$3,980.00 \$12,954.72	
		Total Additional Train	9		V.2,004.72	

Confidential



2111 N. Molter Rd. Liberty Lake, WA 99019 fax: 866-787-6910 Pricing Summary for

City of Augusta, GA

Q-00010241 Ver1 Feb February 6, 2025

Notes and Assumptions

(1) Itron Hardware:

Prices for equipment deliveries set forth in this pricing summary will remain in effect for 5 years. Pricing for equipment is fixed for 2 years following the effective date of the applicable agreement or addition thereto (the 'Fixed Pricing Period'). On the first day following the Fixed Pricing Period, and each anniversary thereof, the then-current prices for equipment shall be automatically increased by a percentage equal to the greater of (a) three percent (3%), or (b) the percentage increase in the Index over the prior twelve (12) calendar months. Pricing for equipment deliveries following the above-mentioned period will be based on ltron's then-current list price, unless otherwise agreed in writing by Itron. Adjusted prices apply to equipment deliveries under (i) unfulfilled purchase orders with a customer requested delivery date more than twelve (12) months later than the purchase order date, and (ii) new purchase orders. 'Index' means the PPI Commodity data for Final demand goods, seasonally adjusted (WPSFD41), as published by the US Department of Labor. Price adjustments will be determined based on the latest version of the Index, including preliminary Index values. The Index is accessible at https://www.bls.gov/.

Itron will honor the \$86.58 price for five years, provided that Augusta: (1) takes delivery of at least 50% of the cellular endpoints by December 31, 2026, and (2) issues a single purchase order (PO) for the entire project.

(2) Recurring Services: Temetra and Connectivity Access Service (CAS) Notes:

Temetra Recurring Services - Renewal Prices (Software). Pricing for software is fixed for three (3) years following the effective date of the applicable agreement or addition thereto, or the services commencement date as agreed between the parties (the "Fixed Pricing Period"). On the first day following the Fixed Pricing Period, and each anniversary thereof, the then-current prices for software shall be automatically increased by a percentage equal to the greater of (a) three percent (3%), and (b) the percentage increase in the Index over the prior twelve (12) calendar months. ['Index' means the CPI - All items in U.S. city average, all urban consumers, seasonally adjusted (CUSR0000SA0), as published by the US Department of Labor. Price adjustments will be determined based on the latest version of the Index, including preliminary Index values. The Index is accessible at https://www.bls.gov/. If the Index as defined above is discontinued, the calculation described herein shall be made using the price index with which the US Department of Labor replaces it.] [Notwithstanding the foregoing, Itron reserves the right to pass-through any price increase on third-party software or services that Itron receives from the third-party licensor or service provider.]

ITRON Connectivity Access Services (CAS) Recurring Services – CAS pricing will remain fixed for the first 15 years, with the exception of what is stated below.For years 16 through 20, pricing is estimated and may be adjusted based on prevailing market conditions. Additionally, if the Consumer Price Index (CPI - CUSR0000SA0) increases by more than 3% in any given year, CAS pricing may be adjusted accordingly. However, if CPI subsequently turns negative after a previous increase above 3%, the CAS pricing may be adjusted downward to recapture the initial rate, subject to a minimum floor at the original contract price.

(3) Pipe Asset Management Notes:

Multi-year subscriptions are discounted by 5% per year after the first year. Year 2 - 5%. Year 3 - 10%. Year 5 - 20%. Year 10 - 45%.

(4) Professional Services Notes:

See Statement of Work or Change Order for complete Details

Pricing assumes commencement/completion in 2025. Should project extend into 2026, pricing is subject to inflation price increase.

Itron Professional Services will be provided at a fixed fee. Statement of Work will determine agreed upon milestone payments.

Estimated travel and expenses have been included and will be billed back to the Utility at actual and will include a 15% administrative expense to all travel costs.

- (5) Pricing is based on existing agreements or Itron's standard terms and conditions.
- (6) Taxes, duties, and tariffs are not included. Prices are in US dollars. This quote is valid for 60 days.

Confidential

Item 5.

GEORGIA

RFP Opening: RFP Item #24-261 Advanced Metering Infrastructure System for Augusta, GA-Utilities Department

RFP Due: Tuesday, December 10, 2024 @ 11:00 a.m.

Total Number Specifications Mailed Out: 24

Total Number Specifications Download (Demandstar): 20

Total Electronic Notifications (Demandstar): 315

Georgia Procurement Registry: 773

Total packages submitted: 7

Total Noncompliant:

VENDORS	Attachment "B"	Addendum 1 & 2	E-Verify	Save Form	Fee Proposal	Original	7 Copies
Pedal Valves, Inc. 13625 River Road Luling, LA 70070	YES	YES	523647	YES	YES	YES	YES
Badger Meter, Inc 4545 WBrown Deer Rd Milwalkee, WI 53223	YES	YES	142953	YES	YES	YES	YES
Fortline Waterworks 15850 Dallas Parkway Dallas, TX 75248	YES	YES	1817159	YES	YES	YES	YES
Consolidated Pipe & Supply Company, Inc. 10887 Old Atlanta Highway Covington, GA 30014	YES	YES	189824	YES	YES	YES	YES
Delta Municipal Supply Company, Inc. 408 Jesse Cronic Road Braselton, GA 30517	YES	YES	107726	YES	YES	YES	YES
Core and Main LP 3620 Milledgeville Rd Augusta, GA 30909	YES	YES	1219073	YES	YES	YES	YES
Itron, Inc. 2111 N Molter Rd Liberty Lake, WA 99019	YES	YES	2360972	YES	YES	YES	YES

Augusta

RFP Item #24-261 Advanced Metering Infrastructure System for Augusta, GAfor Augusta, Georgia - Utilities Department RFP Due: Tuesday, December 10, 2024 @ 11:00 a.m. Evaluation Date: Wednesday, January 8, 2025 @ 9:00 a.m. via ZOOM

								Evaluation Da	te. Weullesday, January 6, 202	.5 @ 5.00 a.m. via 2001vi						
Vendors			Pedal Valves, Inc. 13625 River Road Luling, LA 70070	Badger Meter, Inc 4545 WBrown Deer Rd Milwalkee, WI 53223	Fortline Waterworks 15850 Dallas Parkway Dallas, TX 75248	Consolidated Pipe & Supply Company, Inc. 10887 Old Atlanta Highway Covington, GA 30014	Delta Municipal Supply Company, Inc. 408 Jesse Cronic Road Braselton, GA 30517	Core and Main LP 3620 Milledgeville Rd Augusta, GA 30909	Itron, Inc. 2111 N Molter Rd Liberty Lake, WA 99019	Pedal Valves, Inc. 13625 River Road Luling, LA 70070	Badger Meter, Inc 4545 WBrown Deer Rd Milwalkee, WI 53223	Fortline Waterworks 15850 Dallas Parkway Dallas, TX 75248	Consolidated Pipe & Supply Company, Inc. 10887 Old Atlanta Highway Covington, GA 30014	Delta Municipal Supply Company, Inc. 408 Jesse Cronic Road Braselton, GA 30517	Core and Main LP 3620 Milledgeville Rd Augusta, GA 30909	Itron, Inc. 2111 N Molter Rd Liberty Lake, WA 99019
Phase 1					Ranking of	0-5 (Enter a number value betw	een 0 and 5)									
Evaluation Criteria	Ranking	Points		Scale 0 (Low) to 5 (High)					Weighted Scores	Weighted Scores	Weighted Scores	Weighted Scores	Weighted Scores	Weighted Scores	Weighted Scores	
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	N/A	Pass/Fail	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS
Qualifications & Experience	(0-5)	10	2.0	5.0	2.0	2.0	4.0	5.0	5.0	20.0	50.0	20.0	20.0	40.0	50.0	50.0
3. Organization & Approach	(0-5)		4.0	3.0	3.0	2.0	4.0	4.0	4.5	40.0	30.0	30.0	20.0	40.0	40.0	45.0
4. Scope of Services (30 points) - Scope of Services A: System Capabilities of roposed system addresses technical specifications, performance requirements, and desired features oSystem compability with existing infrastructure obata collection, alerting, collection rates, and flexibility of hybrid options as appropriate ointegration with existing metering hardware -8: Software, Data, & IT Integration of acilitates common software interfaces oplans for integration between AMI systems, MDMS, Customer Portal, Augusta CIS, and Augusta information systems oConfiguration procedures and testing plan obata integrity, security, and accessibility oSystem flexibility and ono-proprietary data and interfaces oAbility to develop, document, and support interfacing with Augusta CIS and IT	(0-5)	30	2.0	3.5	3.0	1.5	4.0	3.0	4.5	60.0	105.0	90.0	45.0	120.0	90.0	135.0
5. Financial Stability	(0-5)	5	3.0	5.0	5.0	2.0	3.0	3.0	5.0	15.0	25.0	25.0	10.0	15.0	15.0	25.0
6. Schedule of Work	(0-5)	5	3.0	3.0	3.0	3.0	3.5	3.0	5.0	15.0	15.0	15.0	15.0	17.5	15.0	25.0
7. Proximity to Area (only choose 1 line according to location of the company	- enter the ran	nking value for th	ne one line only)							Proximity to Area						
Within Richmond County	5	10						5.0		0.0	0.0	0.0	0.0	0.0	50.0	0.0
Within CSRA	5	6								0.0	0.0	0.0	0.0	0.0	0.0	0.0
Within Georgia	5	4				5.0	5.0			0.0	0.0	0.0	20.0	20.0	0.0	0.0
Within SE United States (includes AL, TN, NC, SC, FL)	5	2								0.0	0.0	0.0	0.0	0.0	0.0	0.0
All Others	5	1	5.0	5.0	5.0				5.0	5.0	5.0	5.0	0.0	0.0	0.0	5.0
8. References	(0-5)	5	2.0	3.0	1.0	2.0	4.0	5.0	5.0	10.0	15.0	5.0	10.0	20.0	25.0	25.0
Total Phase 1 (Maxium Points 35 - Total Maxium We	ghted Sco	re 375)	21.0	27.5	22.0	17.5	27.5	28.0	34.0	165.0	245.0	190.0	140.0	272.5	285.0	310.0
Phase 2 (Option - Numbers 9-10 (Vendors May Not Rece	ive Less TI	han a 3 Rani	king in Any Category to be 0	Considered for Award)												
9. Presentation by Team	(0-5)	5	I							0.0	0.0	0.0	0.0	0.0	0.0	0.0
10. Q&A Response to Panel Questions		5								0.0	0.0	0.0	0.0	0.0	0.0	0.0
11. Cost/Fee Proposal Consideration (only choose 1 line accordi proposals - enter the point value for the one line only)	ng to dollar	value of the p	proposal in relation to all fee	•						Cost/Fee Proposal Consideration						
Lowest Fees	5	15							5.0	0.0	0.0	0.0	0.0	0.0	0.0	75.0
Second	5	12					5.0		5.0	0.0	0.0	0.0	0.0	60.0	0.0	0.0
Third	5	8		5.0			5.0			0.0	40.0	0.0	0.0	0.0	0.0	0.0
Forth	5	4		J.0				5.0		0.0	0.0	0.0	0.0	0.0	20.0	0.0
Fifth	5	1						3.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Phase 2 - (Total Maximum Ranking 15 - Maximum Weighted Total Possible 125)			0.0	5.0	0.0	0.0	5.0	5.0	5.0	0.0	40.0	0.0	0.0	60.0	20.0	75.0
Total (Total Possible Score 500) Total (May not Receive Less Tha	an a 3 Ranki	ng in Any Cate	egory to be Considered for	<u> </u>												
Total Cumulative Score (Maximum point is 500) Evaluator:Cumulative Date: Pha	se 1 - 1/8/2	24	21.0	32.5	22.0	17.5	32.5	33.0	39.0	165.0	285.0	190.0	140.0	332.5	305.0	385.0

valuator: ___Cumulative _____ Date: Phase 1 - 1/8/24 ___

00

Procurement Department

G E O R G I A

January 29, 2025

Mr. Darrell White, Interim Director

Mailed & Emailed (rusti.agi@itron.com)

Itron,Inc. Joel Vach, Vice President, Tax & Corporate Treasurer 2111 N Molter Road Liberty Lake, WA 99019

REF:

RFP Item #24-261 Advanced Metering Infrastructure System for Augusta, GA-

Augusta Utilities Department

RFP Due: Tuesday, December 10, 2024 @ 11:00 a.m. via ZOOM

Dear Mr. Vach:

Thank you for your RFP response in reference to RFP Item #24-261 Advanced Metering Infrastructure System. We are pleased to inform you that Augusta, Georgia has decided to enter into contract negotiations with your company. A member of the Augusta Utilities Department will be in contact with you in reference to the negotiations. Per the requirements in the specifications, please return the following requested forms to our office.

- 1. Georgia Security and Immigration Subcontractor Affidavit
- 2. Non-Collusion Affidavit of Sub-Contractor
- 3. Homeland Security's E-Verify Memorandum of Understanding (MOU)
- 4. Copy of Your State/Local Business License for your Company

Please find enclosed a copy of the first two forms that you are required to complete. The MOU is obtainable from your E-verify account. We are requesting that you return the forms **no later than 5:00 p.m. on Wednesday, February 5, 2025.** Please submit the required forms in a sealed envelope entitled "Required Forms for RFP Item #24-261 Advanced Metering Infrastructure System." Your envelope should be addressed to the attention of:

Mr. Darrell White Interim Procurement Director Augusta, Georgia 535 Telfair Street, Room 605 Augusta, GA 30901

Should you have any questions concerning this request, please do not hesitate to contact me at 706-821-2422.

Sincerely.

Darrell White

Interim Procurement Director

DW/jm

Attachment

CC:

Wes Byne, Augusta Utilities Department

Suite 605 - 535 Telfair Street, Augusta Georgia 30901 (706) 821-2422 - Fax (706) 821-2811







NOTICE TO ALL VENDORS

ADHERE TO THE BELOW INSTRUCTIONS AND DO NOT SUBSTITUTE FORMS

PLEASE READ CAREFULLY:

Attachment B is a consolidated document consisting of:

- 1. Business License Number Requirement (must be provided)
- 2. Acknowledgement of Addenda (must be acknowledged, if any)
- 3. Statement of Non-Discrimination
- 4. Non-Collusion Affidavit of Prime Proponent/Offeror
- 5. Conflict of Interest
- 6. Contractor Affidavit and Agreement (E-Verify User ID Number must be provided)

Attachment B Must be Notarized & Two (2) Pages Must be returned with your submittal - No Exceptions.

<u>Business License Requirement</u>: Proponent must be licensed in the Governmental entity for where they do the majority of their business. Your <u>company's business license number must</u> be provided on Page 1 of Attachment B. If your Governmental entity (State or Local) does not require a business license, your company will be required to obtain a Richmond County business license if awarded a contract. For further information contact the License and Inspection Department @ 706 312-5050.

Acknowledgement of Addenda: You Must acknowledge all Addenda. See Page 1 of Attachment B.

E-Verify * User Identification Number (Company I.D.) The recommended awarded vendor will be required to provide a copy of Homeland Security's Memorandum Of Understanding (MOU). Contractors, Bids, RFPs, RFQs - Any contractors performing the physical performance of services" for your city, including those that respond to bids or requests for proposals, must submit an E-Verify affidavit. Your city cannot consider any contractors, even as part of a bidding or RFP process, unless they have given you the appropriate E-Verify contractor affidavits.

Contractors are defined as those who provide any "physical performance of services," which means any performance of labor or services for a public employer using a bidding process or by contract that costs over \$2,499.99 in value between December 1 and November 30 of any given year. Typically, eligible contracts may include: New construction or the demolition of structures/roads Routine operation, repair, and maintenance of existing structures. Any contracts for labor and service that exceed \$2,499.99. Contracts for the purchase of goods without any services provided are not subject to these E-Verify requirements.

The city, each contractor, and each subcontractor have different roles and responsibilities in the E-Verify process. The city collects E-Verify affidavits from the contractor. The contractor collects E-Verify affidavits from its subcontractors. The subcontractors collect E-Verify affidavits from its sub-subcontractors. Independent contractors (those with no employees) do not need to supply E-Verify information. Instead, they will provide a driver's license or state identification card from states on the "compliant" list created by the Georgia Attorney General. Those contractors and subcontractors that fill out the affidavits are responsible for the accuracy of the information. The city does not need to confirm that the E-Verify information is correct. The liability for incorrect information is on the contractor or subcontractor. NOTE: The authorization date can be found within the Memorandum of Understanding (MOU).

Affidavit Verifying Status for Augusta Benefit Application (S.A.V.E. Program) (Must Be Returned With Your Submittal)

The successful proponent will submit the following forms to the Procurement Department no later than five (5) days after receiving the "Letter of Recommendation" (Vendor's letter will denote the date forms are to be received

- 1. Georgia Security and Immigration Subcontractor Affidavit
- 2. Non-Collusion Affidavit of Sub-Contractor
- 3. PLEASE NOTE GEORGIA LAW CHANGE: 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 proposals issued by a city must include the contractor affidavit as part of the requirement for their bid to be considered.

WARNING:

Please review "Notice to Proponent" regarding Augusta Georgia's Local Small Business Opportunity Program Proponent Requirements.

Vendors are cautioned that acquisition of proposal documents through any source other than the office of the Procurement Department is not advisable. Acquisition of proposal documents from unauthorized sources places the proposer at the risk of receiving incomplete or inaccurate information upon which to base his qualifications.

Proposals are publicly opened. It is your responsibility to ensure that your company has met the Specifications and Licenses' requirements prior to submitting a proposal.



GEORGIA SECURITY AND IMMIGRATION SUBCONTRACTOR AFFIDAVIT: 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 proposals issued by a city must include the contractor affidavit as part of the requirement for their bid to be considered. For additional information or to enroll your company, visit the State of Georgia website: https://e-verify.uscis.gov/enroll/ and/or http://www.dol.state.ga.us/pdf/rules/300_10_1.pdf

CONTRACTOR'S NAME:	
SUBCONTRACTOR'S (YOUR) NAME	
SOLICITATION/BID NUMBER/CONTRACT NUMBER OR PROJECT DESCRIPTION:	
SUBCONTRACTOR AFFIDAVIT	under O.C.G.A. § 13-10-91(b) (3)
or corporation which is engaged in the physi	name of contractor) on behalf of <u>AUGUSTA, GEORGIA RICHMONI</u> d to use and uses the federal work authorization program commonly known a
	rederal work authorization program throughout the contract period and the feet services in satisfaction of such contract only with sub-subcontractors who co.C.G.A. § 13-10-91(b).
business days of receipt. If the undersigned subcontractor receives notice	
**** (Provide E-Verify Number Here) ****	<u>Date of Authorization</u> (NOTE: Registered date can be found on MOU)
Name of Subcontractor	_
I hereby declare under penalty of perjury that the foregoing	
	ng is true and correct.
Printed Name (of Authorized Officer or Agent of Contractor)	Title (of Authorized Officer or Agent of Contractor)
Printed Name (of Authorized Officer or Agent of Contractor) Signature (of Authorized Officer or Agent of Contractor)	
	Title (of Authorized Officer or Agent of Contractor) Date Signed

The undersigned further agrees to submit a notarized copy and any required documentation noted as part of the Augusta, Georgia Board of Commissions specifications which govern this process. I further understand that my submittal will be deemed non-compliant if any part of this process is violated.

Notary Public

My Commission Expires:

Note: The successful vendor will submit the above forms to the Procurement Department no later than five (5) days after receiving the "Letter of Recommendation" (Vendor's letter will denote the date forms are to be received). If Subcontractor's are NOT used, write N/A, Notarize and Return the form as requested.

NOTARY SEAL



In accordance with the Laws of Georgia, the following affidavit is required by all vendors

NON-COLLUSION AFFIDAVIT OF SUBCONTRACTOR

understanding, agreement or connection with any co- work, labor or service to be done or the supplies, mate fair and without collusion or fraud. I understand collusion	that this bid or proposal is made without prior reporation, firm or person submitting a bid for the same erials or equipment to be furnished and is in all respects we bidding is a violation of state and federal law and can wards. I agree to abide by all conditions of this bid or I or proposal for the bidder.
bidding or proposals by any means whatsoever. A	prevented or attempted to prevent competition in such affiant further states that (s)he has not prevented or fer on the project by any means whatever, nor has Affiant
Affiant further states that the said offer of one has gone to any supplier and attempted to get sbidder only, or if furnished to any other bidder, that the	is bona fide, and that no such person or company to furnish the materials to the material shall be at a higher price.
Signature of Authorized Company Representative	
Title	
Sworn to and subscribed before me this day of	, 20
Notary Signature	
Notary Public:	
County:	
Commission Expires:	NOTARY SEAL

NOTE: The successful vendor will submit the above forms to the Procurement Department no later than five (5) days after receiving the "Letter of Recommendation" (Vendor's letter will denote the date forms are to be received). If Subcontractor's are NOT used, write N/A, Notarize and Return the form as requested.

Delta Municipal Supply 408 Jesse Cronic Road ATTN: Michael Truelove Braselton GA, 30517

Badger ATTN: Matt Gieseke 4545 W Brown Deer Rd Milwaukee, WI 53223

Ferguson Enterprise 4188 Belair Frontage Rd. Augusta, GA 30909

Consolidated Pipe & Supply 10887 Old Atlanta Hwy Convington, GA 30014

Hersey Products Attn: Sandra Bowers 10210 Statesville Boulevard Cleveland, NC 27013

Fortiline Meter Services Group 6012 Bayfield PKWY #107 Concord, North Carolina 28027

Neptune Technology Group Inc. Attn: Bid Department 1600 Alabama Highway 229 Tallassee, AL 36078

Dwyer P.O. Box 373 Michigan City, IN 46360

Steve Little Utilities Department

RFP Item #24-261 Advanced Metering Infrastructure System for Augusta, GA-Utilities Dept Bid Date: Tuesday,11/5/2024 @11:00 a.m.

Consolidated Pipe & Supply ATTN: Joey Todd 3400 Novis Pointe NW Acworth, GA 30101

Avanti Company 22 S Lake Ave. Avon Park, FL 33825

Zenner USA 15280 Addison Rd, Ste 240 Addison, TX 75001

Master Meter Inc. 101 Regency Pkwy Mansfield TX 76063

Vanguard Utility Service, Inc. Attn: Jennifer Burch 1421 West 9th Street Owensboro, KY 42301

Advanced Metering Systems Consolidated Pipe and Supply 10887 Old Atlanta Hwy Covington, GA 30014

HD Supply Waterworks 3620 Milledgeville Road Augusta, GA 30909

Kamstrup 245 Hembree Park Dr., Suite 110 Roswell, GA 30076

Dean Meyer Utilities Department

RFP Item #24-261 Advanced Metering Infrastructure System for Augusta, GA-Utilities Dept Mail Date: 9/26/2024 Itron ATTN: Dean Bethmann 2111 N Molter Road Liberty Lake, WA 99019

Fortiline Waterworks 7025 Northwinds Dr., NW Concord, NC 28027

Core & Main LP 3620 Milledgeville Rd. Augusta, GA 30909

Anita Short Mueller Systems, LLC 10210 Statesville Blvd Cleveland, NC 27013

Elster AMCO Water, Inc. Attn: Ann Shannon 1100 SW 38th Avenue Ocala, GL 34474

Badger Meter, Inc. P. O. Box 245036 Milwaukee. WI 53224-9536

Water One 10747 Renner Blvd. Lenexa, KS 66219

SEDC Attn: Raymond Marr 9024 Willow Trace Court Huntersville, NC 28078

Phyllis Johnson Compliance

Pg 1 of 1

Planholders

Add Supplier

Export To Excel

Supplier (6)

Supplier ₹↓	Download Date	
Advanced Material Handling, LLC	02/04/2025	4
Clear Choice United LLC	01/20/2025	
ConstructConnect	01/08/2025	
Dodge Data	01/02/2025	
One Nation Distribution LLC	01/31/2025	
Onvia, Inc Content Department	01/02/2025	

Add Supplier

Nancy M. Williams

From:

bidnotice.donotreply@doas.ga.gov Thursday, September 26, 2024 4:21 PM

Sent: To:

Tywanna Scott

Subject:

[EXTERNAL] Confirmation of the Event Batch Email process - PE-72155-

NONST-2024-000000084

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-2024-00000084

Event Title: 24-261 Advanced Metering Infrastructure System

Event Type: Non-State Agency

Process Log

2024/09/26 16:16:48 : Log starts for - 18359175 - EVENT_RELEASE_TO_SUPL

2024/09/26 16:16:51: Email Process Log for the Event#: PE-72155-NONST-2024-00000084

2024/09/26 16:16:51 : Email Batch# 2409263889

2024/09/26 16:16:51 : Notification Type: EVENT_RELEASE_TO_SUPL 2024/09/26 16:21:33 : Total No of Contacts found for sending Email: 773 2024/09/26 16:21:33 : No of Email(s) not sent due to Bad Email Address: 0

The sourcing event can be reviewed at:

https://ssl.doas.state.ga.us/gpr/eventDetails?eSourceNumber=PE-72155-NONST-2024-000000084&sourceSystemType=gpr20

09/26/2024 04:21:33 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.]

FYI: Process Regarding Request for Proposals

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.



Engineering Services Committee Meeting

Meeting Date: March 25, 2025

Augusta Engineering Infrastructure Program Delivery & Projects Construction Management Web Based Technology - Procore

File Reference: 25-014(T)

Department: Engineering & Environmental Services

Presenter: Dr. Hameed Malik, Director

Caption: Approve the purchase through a sole source procurement for the Procore

(web-based technology) for Augusta Engineering Infrastructure TIA & Other projects construction management. Also Approve funds in the amount of

\$46,955.52 for this service annual usage. / AE

Background: Augusta Engineering (AE) construction centralized coordination external

support team has utilized Procore since 2019 as its primary project management software for all AE's Capital Improvement Projects (CIP) funded by Transportation Investment Act (TIA) Program. In addition to TIA projects, AE is using Procore for project delivery of Special Purpose Local Option Sale Tax (SPLOST) and Federal Funded projects too. The software has been instrumental in streamlining and coordinating project workflows, improving collaboration with contractors and consultants, and enhancing efficiency in managing infrastructure projects on site and in office. Up until 2024 the Procore usage annual fee was covered under projects

centralized professional services provided by AE construction centralized coordination external support team. Given continuity of the TIA program, such as TIA2, AE has a continuous need for Procore usage. Hence, it is cost effective for AE to fully transition Procore usage and associated usage fee

responsibility to AE.

Analysis: AE has been using this software since 2019 and invested significant time

learning, operating and reorganizing the software per our need, transition to new software will have a big learning curve which will disrupt the current ongoing infrastructure projects records and workflow. All external parties including contractors and consultants are well versed with this software and use it as a tool of collaboration among all parties. Changing the software might cause a loss in historical records and could potentially disrupt the

structured workflow).

Financial Impact: Funds in amount of \$46,955.52 available in Engineering TIA-Discretionary

funds.

Item 6.

Alternatives: Continue Procore use through construction centralized coordination externar

support services.

Recommendation: Approve the purchase through a sole source procurement for the Procore

(web-based technology) for Augusta Engineering Infrastructure TIA & Other projects construction management. Also Approve funds in the amount of

\$46,955.52 for this service annual usage. / AE

Funds are available in

(\$46,955.52) 236-041110-54.24120 - Engineering TIA-Discretionary funds

the following accounts:

REVIEWED AND APPROVED BY:

HM/sr

Print Form

Chuquesta G B O R G I A

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

Vendor:		PROCORE		E-Verify Nun	1228354		
Commodity:	Constru	ction Project A	<u>Management</u>				
Estimated and	nual expen	diture for the ab	ove commodity	or service:	\$	\$46,955.52	
justification a	and suppor	w that apply to rt documentation rvices requested	as directed in	purchase. Attach a initialed entry. (Mor	memorandure than one e	n containing complete ntry will apply to most	
	1.	THERE ARE	NO REGIONA	FOR THE ORIGINAL L DISTRIBUTORS. butors exist. Item no.	. (Attach th	CTURER OR PROVIDER, e manufacturer's written completed.)	
	2.	DISTRIBUTOR manufacturer's	OF THE ORI	ributor's — written	TURER OR	TA GEORGIA AREA PROVIDER. (Attach the hat identifies all regional	
	3.	THE PARTS/E	QUIPMENT ARI NUFACTURER.	E NOT INTERCHAN (Explain in separate n	GEABLE WInemorandum.)	TH SIMILAR PARTS OF	
	4.	NEEDS OF TH	IIS DEPARTME	TEM OR SERVICE T NT OR PERFORM ' ialized function or app	THE INTENI	EET THE SPECIALIZED DED FUNCTION. (Attach	
	5.	THE PARTS/I	EQUIPMENT A ATION. (Attach r	RE REQUIRED FI	ROM THIS ag basis for sta	SOURCE TO PERMIT ndardization request.)	
X	6.	NONE OF THE FOR THIS SOL	E ABOVE APPI E SOURCE REQ	Y. A DETAILED EXUEST IS CONTAINE	XPLANATIO D IN ATTAC	N AND JUSTIFICATION HED MEMORANDUM.	
The undersign of the service or material.	ned reques or materia	its that competiti	ive procurement is sole source ju	be waived and that ustification be author	the vendor io	entified as the supplier e source for the service	
Name:	Hame	eed Malik	Departme	nt: Engineering & I	Env Servig	Date: 3/12/25	
Department H	Iead Signa	ture:	TO !	V.L		Date: 3/12/19	
Approval Aut	thority:		ANN.	hite		Date: 3//7/35	
Administrator	r Approval	: (required - not rec	quired)	4		Date:	
COMMENTS	S:	(vm	Missiln	Approva	1 Reg	uxu	

Rev. 09/10/12



ENGINEERING & ENVIR. SVCS. DEPARTMENT

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:

Wednesday, March 12, 2025

SUBJECT:

Augusta Engineering Infrastructure Program Delivery &

Projects construction Management Web Based Technology-Procore

File Reference: 25-014(T)

Augusta Engineering (AE) is requesting the use of the sole source procurement process to utilize web-based technology, Procore, for its infrastructure program delivery and project construction management. AE in conjunction with its Transportation Invest Act (TIA) funded Augusta Downtown roadways projects construction centralized coordination external support team is utilizing Procore since 2019 as its primary project management software for all Capital Improvement Projects (CIP). In addition to TIA projects, AE using Procore for project delivery of Special Purpose Local Option Sale Tax (SPLOST) and Federal Funded projects too. The software has been instrumental in streamlining and coordinating project workflows, improving collaboration with contractors and consultants, and enhancing efficiency in managing infrastructure projects on site and in office. Up till 2024 the Procore usage annual fee were covered under projects centralized professional services provided by AE construction centralized coordination external support team. Given continuity of the TIA program as TIA2, AE has continuous need for Procore usage. Hence, it is cost effective for AE to fully transition Procore usage and associated usage fee responsibility to AE. See Need & Justification below.

NEED:

- Documentation: PROCORE ensures Realtime access to project files, RFI, submittals, track design changes and track
 monthly pay application which helps manage the workflow by ensuring adequate coordination and communication
- Schedule: Allows AE to track the project schedule and time to monitor the progress and critical paths on the CIP
 projects
- Collaborative Environment: It provides efficient collaborative environment between all the parties involved and makes
 the line of communication clear.
- Compliance: make sure the quality is controlled through regular reports, daily inspection logs and corrective action report and project closeout documentations.

JUSTIFICATION:

- AE has been using this software since 2019 and invested significant time learning, operating and reorganizing the software per our need, transition to new software will have a big learning curve which will disrupt the current ongoing projects records and workflow.
- All external parties including contractors and consultants are well versed with this software and use it as a tool of
 collaboration among all parties, Changing the software might cause loss in historical records and could potentially
 disrupt the structured workflow.
- It has helped AE in seamless project tracking and timestamping the records for tracking purpose with its construction specific features

Should you require additional information, please do not hesitate to contact me at (706)796-5068

PROCORE Agron Whitney

The City of Augusta AED

\$30M renewal	Contract Value USD 46,955.52	Term Length 1 Year
ACV: 30M		
Product	Price Per Million	Price
Project Management Pro	USD 1,018	USD 30,551.40
Quality & Safety	USD 372	USD 11,174.12
Training Center	USD 174	USD 5,230.00
Subtotal	USD 1,565	USD 46,955.52
	Recurring Fees	USD 46,955.52
	One Time Fees	USD 0.00
	Total Billed Annually	USD 46,955.52



Engineering Services Committee

March 25, 2025

Broad Street Design and Construction Management

Department: N/A

Presenter: N/A

Caption: Discuss Broad St Design and Construction management - Brad Usry and

other Broad Street business owners presenting. (Requested by

Commissioner Brandon Garrett)

Background: N/A

Analysis: N/A

Financial Impact: N/A

Alternatives: N/A

Recommendation: N/A

N/A

N/A

Funds are available in

the following accounts:

REVIEWED AND

APPROVED BY:

105

Lena Bonner

From: Brandon & Candace Garrett <brandoncandacegarrett@gmail.com>

Sent: Friday, March 14, 2025 2:08 PM

To: Lena Bonner

Subject: [EXTERNAL] Engineering Committee Agenda Item

Discuss Broad St Design and Construction management - Brad Usry and other Broad Street business owners presenting.

[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.]



Engineering Services Committee

Meeting Date: 3/25/2025

Approval to increase purchase order 24AUA124 by \$95,000 to vendor HDR Engineering, Inc

Department: Utilities

Presenter: Wes Byne, Director

Caption: To approve proposal from HDR, Inc to provide additional engineering

services to fulfill the requirements of the EPA Lead and Copper Rule

Revision Water Service Line Inventory (PO 24AUA124)

Background: The lead service line inventory conducted per the Lead and Copper Rule

Revision (LCRR) was completed on time last fall. The EPA's subsequent Lead Copper Rule Improvements (LCRI) released a month following the inventory due date requires AUD to field verify these results. This change order will allow HDR Engineering, Inc. to complete the follow-up work of

surveying approximately 400 additional water line services.

Analysis: HDR's proposal is for an additional \$95,000 which the Department finds to

be fair and reasonable.

Financial Impact: HDR Engineering, Inc. submitted a proposal fee in the amount of \$95,000.

Funds are available from the following account: G/L: 514043410-5212115

J/L: 82400010-5212115

Alternatives: None

Recommendation: Approve to increase purchase order 24AUA124 by \$95,000 to \$378,207.00

to vendor HDR Engineering, Inc.

Funds are available in G/L: 514043410-5212115 | J/L: 82400010-5212115

the following accounts:

REVIEWED AND N/A

APPROVED BY:

SCOPE CHANGE AUTHORIZATION

Project: Lead and Copper Rule Revision

Water Service Line Inventory Development Date Prepared: January 23rd, 2025

(RFP 24-150)

HDR Project No.: 10398343 Client: Augusta Utilities Department

Project Manager: Alex Pofahl Scope Change No.: 2

DESCRIPTION OF SCOPE MODIFICATIONS AND JUSTIFICATION

The following changes to the scope of services included in the contract for the Lead and Copper Rule Revision Water Service Line Inventory Development executed on April 22nd, 2024:

 Additional verification services to inspect service lines from the verification pool (defined as non-lead service lines installed prior to 1990)

The aforementioned additional scope will assist Augusta Utilities Department (AUD) in preparing for the additional regulations set forth in the Lead and Copper Rule Improvements (LCRI) which was promulgated on October 30th, 2024 and builds upon the Lead and Copper Rule Revision (LCRR). The LCRI builds upon the 2021's LCRR requirement for water systems to create an initial inventory, to regularly update their inventory, and to identify the material of all service lines by the mandatory service line replacement deadline (2037).

Under the existing scope for this project, AUD and HDR partnered to complete the service line inventory utilizing a combination of field verifications at the meter box, historical records review, and predictive modeling. AUD has submitted a complete service line inventory to Georgia EPD ahead of the compliance deadline. This inventory contains no unknown, lead, or galvanized requiring replacement service lines.

However, as part of the LCRI, water systems are now required to validate a subset of non-lead service lines in their inventories by December 31, 2034. The validation pool includes all non-lead service lines except for those installed after the applicable Federal, State or local lead ban (1990 in Georgia), those that have been visually inspected at a minimum of two points, and previous lead or galvanized requiring replacement service lines that have already been replaced.

Based on this criteria, AUD's site validation pool is >50,000 and thus 384 validations are required by the LCRI. These validations must be randomly selected from the validation pool utilizing a random number generator or similar approach.

These validations include a visual inspection at a minimum of two points on the pipe exterior. These validations should be recorded and submitted to the state primacy agency (GA EPD) each year with the service line inventory updates.

DETAILED SCOPE OF SERVICES

Task 5 – LCRI Verification Support

In order to perform this task, HDR will conduct a desktop analysis to recommend sites for inspection. HDR will assemble the validation pool and utilize a random number generator to select 384 sites.

HDR will mobilize staff to perform visual inspections at the meter box. If either side of the service line (meaning the customer-owned and/or utility-owned portion) cannot be viewed and classified from the meter box, then the site will be flagged for future potholing (conducted by AUD staff or a third-party contractor) to classify the material of the service line.

Task 5 Assumptions

- HDR will utilize a GIS-based application to document the material classification for these field verifications and turn over the CSV file and annotated photos to AUD. This task does not include any further revisions to the initial inventory.
- Should the customer-owned portion of the service line not be visible from the
 meter box, AUD will coordinate access to private property for potholing as
 required. If access cannot be granted, then HDR will coordinate another site
 through the random number generator. AUD will document the initial site access
 challenges for GA EPD.
- For sites that require potholing, AUD will schedule the work orders to perform the work. AUD will coordinate with HDR to either be present during the potholing effort to classify the material, or will coordinate with HDR to collect the required data and photos to classify the material.

Task 5 Deliverables

• Results of Verifications in CSV (GIS-based) and photo formats.

Project Budget

The following table shows the budget for Task 5 and the revised overall fee. Tasks 1 through 4 are complete at the time of this change order.

Task	Contract Fee	Change Order 1 Adjustments	Proposed Change Order 2 Adjustments	Total Fee by Task
1 - Concurrence Plan	\$ 38,000	\$ -	\$ -	\$ 38,000
2 – Service Line Inventory via Predictive Modeling	\$ 175,000	\$ -	\$ -	\$ 175,000
3 – Field Inspections with photo annotations and index	\$ 67,000 (\$67/EA)	- \$38,793	\$ -	\$ 28,207
4 – LSLR Plan	\$ 42,000	+ \$ 42,000	\$ -	\$ 42,000
5 - LCRI Field Verification Support	\$ 0	\$ -	+ \$ 95,000	\$ 95,000
Totals	\$ 280,000	+ \$ 3,207	+ \$ 95,000	\$ 378,207

Preliminary Schedule

The additional work will take 6 months. This deliverable will be incorporated into the current schedule as summarized below.

PROJECT MILESTONES

Task Name	Completion Date
Anticipated NTP	February 2025
Field Verification Completion	August 2025

CONTRACT MODIFICATIONS

The effect of these changes to the work plan is as follows:

 Fee for New Scope: Previous Work Plan Not to Exceed Authorized Amount: New Work Plan Not to Exceed Authorized Amount: Change in Contract Time: 	\$95,000 \$283,207 \$378,207 6 months
Approved by City of Augusta:	Date:
Approved by HDR Engineering, Inc.:	Date:

PROFESSIONAL CONTRACT CHANGE ORDER

CO NUMBER	2
BID ITEM	24-150
DATE	2/19/2025

PROJECT TITLE

Lead and Copper Rule Revision Water Service Line Inventory

Development for AUD

3/19/2024

ORIGINAL CONTRACT DATE

PROJECT NUMBER

AUD 2023-013

OWNER AUGUSTA, GEORGIA

PO NUMBER

24AUA124

The following change is hereby made to the contract for the above project:

Description of Change (for a more detailed description see attached proposal): While Augusta Utilities submitted our initial lead service line inventory to US EPA by the deadline of October 16, 2024, the compulsory elements of the subsequent Lead Copper Rule Improvements (LCRI) require additional work to be done due to the methodology Augusta Utilities chose for the initial inventory. This change order will allow HDR Engineering, Inc. to complete the follow-up work of surveying approximately 400 sites. HDR's proposal is attached, for reference.

work of surveying approximatel	y 400 sites. HDR's p	roposal is attache	d, for ref	erence.	
PAYEE				HDR Engineering, Inc.	
TOTAL AMOUNT OF THIS CH	ANGE ORDER		\$	95,000.00	
The contract time will I	be INCREASED by <u>18</u>	<u>80</u> calendar days as a	a result of	this change.	
ORIGINAL CONTRACT AMOU	INT		\$	280,000.00	
PREVIOUS CHANGE ORDER (INCREASE)		\$	3,207.00	
THIS CHANGE ORDER (INCRE			\$	95,000.00	
TOTAL REVISED CONTRACT		ANGE ORDER	\$	378,207.00	
FUNDING NUMBER/ACCO	UNT NUMBER	G/L 514043410)	5212115	
		J.L 82400010		5212115	
PROPOSED BY:	CONSULT	TANT	DATE:	3-3-2025	
REQUESTED BY:	AUI AROJE J	MANAGER	DATE:	2-19-2025	
SUBMITTED BY:	TW BENTMEN	IT HEAD	DATE:	lomar25	_ (0
FINANCE ENDORSEMENT:	COMPTRO	DLLER	DATE:		ER C
RECOMMENDED BY:	ADMINISTI	RATOR	DATE:	iii Niiii	" 2
APPROVED BY:	MAYO	DR .	DATE:		



SCOPE CHANGE AUTHORIZATION

Project: Lead and Copper Rule Revision

Water Service Line Inventory Development Date Prepared: January 23rd, 2025

(RFP 24-150)

HDR Project No.: 10398343 Client: Augusta Utilities Department

Project Manager: Alex Pofahl Scope Change No.: 2

DESCRIPTION OF SCOPE MODIFICATIONS AND JUSTIFICATION

The following changes to the scope of services included in the contract for the Lead and Copper Rule Revision Water Service Line Inventory Development executed on April 22nd, 2024:

 Additional verification services to inspect service lines from the verification pool (defined as non-lead service lines installed prior to 1990)

The aforementioned additional scope will assist Augusta Utilities Department (AUD) in preparing for the additional regulations set forth in the Lead and Copper Rule Improvements (LCRI) which was promulgated on October 30th, 2024 and builds upon the Lead and Copper Rule Revision (LCRR). The LCRI builds upon the 2021's LCRR requirement for water systems to create an initial inventory, to regularly update their inventory, and to identify the material of all service lines by the mandatory service line replacement deadline (2037).

Under the existing scope for this project, AUD and HDR partnered to complete the service line inventory utilizing a combination of field verifications at the meter box, historical records review, and predictive modeling. AUD has submitted a complete service line inventory to Georgia EPD ahead of the compliance deadline. This inventory contains no unknown, lead, or galvanized requiring replacement service lines.

However, as part of the LCRI, water systems are now required to validate a subset of non-lead service lines in their inventories by December 31, 2034. The validation pool includes all non-lead service lines except for those installed after the applicable Federal, State or local lead ban (1990 in Georgia), those that have been visually inspected at a minimum of two points, and previous lead or galvanized requiring replacement service lines that have already been replaced.

Based on this criteria, AUD's site validation pool is >50,000 and thus 384 validations are required by the LCRI. These validations must be randomly selected from the validation pool utilizing a random number generator or similar approach.

These validations include a visual inspection at a minimum of two points on the pipe exterior. These validations should be recorded and submitted to the state primacy agency (GA EPD) each year with the service line inventory updates.

DETAILED SCOPE OF SERVICES

Task 5 - LCRI Verification Support

In order to perform this task, HDR will conduct a desktop analysis to recommend sites for inspection. HDR will assemble the validation pool and utilize a random number generator to select 384 sites.

HDR will mobilize staff to perform visual inspections at the meter box. If either side of the service line (meaning the customer-owned and/or utility-owned portion) cannot be viewed and classified from the meter box, then the site will be flagged for future potholing (conducted by AUD staff or a third-party contractor) to classify the material of the service line.

Task 5 Assumptions

- HDR will utilize a GIS-based application to document the material classification for these field verifications and turn over the CSV file and annotated photos to AUD. This task does not include any further revisions to the initial inventory.
- Should the customer-owned portion of the service line not be visible from the
 meter box, AUD will coordinate access to private property for potholing as
 required. If access cannot be granted, then HDR will coordinate another site
 through the random number generator. AUD will document the initial site access
 challenges for GA EPD.
- For sites that require potholing, AUD will schedule the work orders to perform
 the work. AUD will coordinate with HDR to either be present during the
 potholing effort to classify the material, or will coordinate with HDR to collect
 the required data and photos to classify the material.

Task 5 Deliverables

Results of Verifications in CSV (GIS-based) and photo formats.

Project Budget

The following table shows the budget for Task 5 and the revised overall fee. Tasks 1 through 4 are complete at the time of this change order.

Task	Contract Fee	Change Order 1 Adjustments	Proposed Change Order 2 Adjustments	Total Fee by Task
1 – Concurrence Plan	\$ 38,000	- \$	- 9	\$ 38,000
2 – Service Line Inventory via Predictive Modeling	\$ 175,000	*	₩	\$ 175,000
3 – Field Inspections with photo annotations and index	\$ 67,000 (\$67/EA)	- \$38,793	- \$	\$ 28,207
4 - LSLR Plan	\$ 42,000	+ \$ 42,000	- \$	\$ 42,000
5 – LCRI Field Verification Support	0\$	\$	+ \$ 95,000	\$ 95,000
Totals	\$ 280,000	+ \$ 3,207	+ \$ 95,000	\$ 378,207

Preliminary Schedule

The additional work will take 6 months. This deliverable will be incorporated into the current schedule as summarized below.

Task Name	Completion Date	
Anticipated NTP	February 2025	
Field Verification Completion	August 2025	

CONTRACT MODIFICATIONS

The effect of these changes to the work plan is as follows:

 Fee for New Scope: Previous Work Plan Not to Exceed Authorized Amount: New Work Plan Not to Exceed Authorized Amount: Change in Contract Time: 	\$95,000 \$283,207 \$378,207 6 months
Approved by City of Augusta:	Date:
Approved by HDR Engineering, Inc.:	Date:

Item 8.

PURCHASE ORDER

AUGUSTA, GEORGIA

SUITE 605, PROCUREMENT DEPARTMENT 535 TELFAIR STREET, MUNICIPAL BUILDING 1000 AUGUSTA, GEORGIA 30901-2377

PHONE: (706) 821-2422

Page 1 of 1

PURCHASE ORDER NO. 24AUA124

DATE 06/14/24 VENDOR #

21240

DEPARTMENT 043410

VENDOR PHONE #

REQUISITION/QUOTE NO. R391502

EMAIL E-VERIFY# 42021

PURCHASE ORDER NUMBER ABOVE MUST APPEAR ON ALL INVOICES, SHIPPING PAPERS, AND PACKAGES.

VENDOR

HDR ENGINEERING

1201 PEACHTREE STREET, NE COLONY SQUARE, SUITE 600

ATLANTA, GA 30361

ATTN:

COL

BID NUMBER: 24-150

CONTRACT#: 24AUA124

BUYER:

NANCY

SHIP TO:

AUGUSTA UTILITIES ADMIN

452 WALKER STREET

SUITE 200

AUGUSTA, GA 30901

BILL TO:

AUGUSTA, GEORGIA

ACCOUNTING DEPARTMENT, SUITE 800 535 TELFAIR STREET, MUNICIPAL BUILDING 1000 **AUGUSTA, GA 30901-2379**

(706) 821-2335

ALL INVOICES AND CORRESPONDENCE MUST BE SENT TO ABOVE ADDRESS REGARDLESS OF SHIPPING DESTINATION.

				ABOVE ADDRESS REGARDLESS		
ITEM #	QUANTITY	UNIT	PRODUCTID	DESCRIPTION	UNIT PRICE	AMOUNT
0001		LS		LEAD AND COPPER RULEE REVISION WATER SERVICE LINE INVENTORY DEV.	280,000.00	280,000.00
				APPROVED BY COMMISSION 3/19/24, ITEM #14		
				514-04-3410/52-12115		
0002	1	RACH		LEAD AND COPPER RULE REVISION DEVLEOPMENT OF A LEADD SERVICE LINE REPLACEMENT	3,207.00	3,207.00
			G/L	514-04-3410/52-12115		
			J/L	82400010-5215115		
				82400010-5215115 82400010-5215115		
				DAT		

CONDITIONS - READ CAREFULLY

- The purchaser is exempt by statue from payment of Federal State and Municipal sales, excise and other taxes.
- 2. Shipping charges prepaid by vendor. 3. Payment will be made on complete shipments only unless otherwise requested.
- 4. DELIVERY TICKET MUST ACCOMPANY GOODS. 5 No back orders. We will reorder if available.
- 6. Please make deliveries between 9 A.M. and 4 P.M.
- All goods received with subsequent privilege to inspect and return at Vendor's expense if defective or not in compliance with our specifications.
- 8 Indoor delivery if necessary.
- 9. Payment Net 30 or according to contract.

Sent by:

OCT 1 4 2024

Tess Thompson

APPROVED FOR ISSUE

283,207.00 NET TOTAL....

INTERIM PROCUREMENT DIRECTOR

117

REQUISITIONER



Engineering Services Committee

March 25, 2025

Traffic Lights or devices at Squire and Barton Chapel Road

Department: N/A

Presenter: N/A

Caption: Discuss installation of traffic lights or other traffic devices at Squire and

Barton Chapel Rd. (Requested by Commissioner Alvin Mason)

Background: N/A

Analysis: N/A

Financial Impact: N/A

Alternatives: N/A

Recommendation: N/A

Funds are available in N/A

the following accounts:

REVIEWED AND APPROVED BY:

N/A



Engineering Services Committee Meeting

Meeting Date: March 11, 2025

Purchase of Opticom Miovision Preemption System from TIA RC E&T Part 2

Project RC07-0151, PI #0017626

Department: Engineering & Environmental Services

Presenter: Dr. Hameed Malik, Director

Caption: Approve the purchase through a sole source procurement for the Opticom

Miovision Emergency Preemption System for the TIA Intelligent

Transportation System project (Project RC07-0151, PI#001726). Approve funds in the amount of \$599,030.50. Also, authorize the mayor to sign and

execute the contract. AE

Background: The first phase of Augusta Engineering's ITS project was installed in 2016

and 2017. This purchase request is a continuation of that program and improvements. In the second round of TIA funding, there is a project titled "Vehicle Preemption - Part 2" programmed for this purpose (Project RC07-

0151, PI#001726).

Analysis: The Augusta Traffic Engineering network has been in operation for over

eight years. With the second round of TIA funding, AED Traffic Engineering wants to continue to improve and upgrade the Intelligent Transportation Systems. This purchase will upgrade and expand on

Augusta's existing emergency preemption system. This purchase will allow all selected city vehicles, such as Fire Engines and Transit Buses, to interrupt traffic signal timing in an emergency or when behind schedule to improve department performance and safety at 220 signalized intersections in

Richmond County. The system will also allow Augusta Traffic Engineering

to monitor activity and provide department information regarding

effectiveness of preemption activities through our Traffic Management

Center (TMC).

Financial Impact: Funds in amount of \$600,000 available in Project TIA funds.

Alternatives: Do not approve the sole source funding request.

Recommendation: Approve the purchase through a sole source procurement for the Opticom

Miovision Emergency Preemption System for the TIA Intelligent

Transportation System project (Project RC07-0151, PI#001726). Approve funds in the amount of \$599,030.50. Also, authorize the mayor to sign and

execute the contract. AE

Funds are available in (\$599,030.50) 372041110-54.24910 - TIA 2 funds – RC Emergency &

the following accounts: Transit Vehicles-Part 2

REVIEWED AND HM/sr **APPROVED BY:**

Augusta G E O R G I A **Print Form**

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

Vendor:	Miovision Technologies	E-Verify Number:	4358437				
Commodity:	Signal Preemption Upgrade						
Estimated annual	expenditure for the above commodity or s	ervice: \$	599,030.60				
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).							
X	SOLE SOURCE REQUEST IS FOR THERE ARE NO REGIONAL certification that no regional distributor	DISTRIBUTORS, (Attach th	e manufacturer's written				
Material Control of the Control of t	 SOLE SOURCE REQUEST IS IN DISTRIBUTOR OF THE ORIGIN manufacturer's — not the distributed distributors. Item no. 4 also must be continued. 	AL MANUFACTURER OR or's — written certification t	PROVIDER (Attach the				
	3. THE PARTS/EQUIPMENT ARE NO ANOTHER MANUFACTURER. (Exp	OT INTERCHANGEABLE WI plain in separate memorandum.)	TH SIMILAR PARTS OF				
X	4. THIS IS THE ONLY KNOWN ITEM NEEDS OF THIS DEPARTMENT memorandum with details of specialize	OR PERFORM THE INTENT	EET THE SPECIALIZED DED FUNCTION. (Attach				
	5. THE PARTS/EQUIPMENT ARE STANDARDIZATION. (Attach memo	REQUIRED FROM THIS brandum describing basis for star	SOURCE TO PERMIT adardization request.)				
MANAGE CONTRACTOR OF THE PROPERTY OF THE PROPE	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:	lameed Malik Department:	AE&ESD	Date: 3/13/25				
Department Head	Signature:	,	Date: 3/3/10				
Approval Authority	: White		Date: 3/17/25				
Administrator App	roval: (required - not required)	A	Date:				
COMMENTS:	Commission to	toploval Kegn.	ind				

Rev. 09/10/12



March 7, 2025

John Ussery Assistant Director - TE Division Augusta, GA

Dear John Ussery,

Miovision Opticom™ ("Opticom") priority control system is owned and manufactured by Miovision Technologies US, LLC, a subsidiary of Miovision. Since 1968, Opticom has been the standard in emergency and transit priority traffic control. With a diverse history of collaboration with over 5,000 agencies, Opticom is recognized as a pioneer and holds a reputable standing in the industry. Our ongoing progression aligns with smart mobility and connected vehicle perspectives, aiming to enhance the efficiency and safety of preemption through signalized intersections.

Given the requirement that this solution be completely cloud based, no other vendor is capable of placing preemption requests to the controller without utilizing hardware either at the intersection or within the localized network. This cloud-based system allows for conditional parameters to be placed on vehicles when generating EVP requests, giving the system an enhanced solution that has no dependency on potential hardware failure. Secured proprietary communication to central server software allows for a scalable solution within the Augusta Transportation Network.

Should you have any questions, please contact Charlie Witkowski at (678) 427-7962 or via email at charlie.witkowski@miovision.com.

Kind Regards,

Kurtis McBride, CEO

kmcbride@miovision.com | (519) 513-2407

Miovision Technologies Incorporated



ENGINEERING DEPARTMENT

Hameed Malik, PE, Ph. D., Director John Ussery, PE, Assistant Director of Traffic

MEMORANDUM

TO:

Darrell White - Interim Procurement Director

FROM:

Hameed Malik, P.E., Ph D., Engineering Director

DATE:

March 13, 2025

SUBJECT:

Miovision Traffic Signal Preemption Upgrades

Miovision Technologies is the industry standard provider for traffic signal preemption systems throughout the country. Miovision is the sole provider of the Opticom traffic signal preemption system and technical support. Any Miovision Opticom product that is purchased or serviced must be done by them.

This solution will allow the Augusta Engineering Department Traffic Engineering Division to upgrade our emergency vehicle preemption system throughout the entire county. This sole source purchase will expand the existing preemption system from 45 traffic signals to 220 traffic signals. This system maximizes existing signal infrastructure and county vehicle GPS to allow for decreased emergency service response times and improve Transit buses' ability to stay on time in their respective routes.

Miovision Technologies is headquartered in St. Paul, Minnesota and has customers throughout the United States. Funding is available through the TIA 2 – Vehicle Preemption Part 2.

JU/SR

cc: File

miovision opticom Version: Q-35287-20250116-1136

Miovision Technologies US, LLC. 801 Transfer Road, Unit G02 St. Paul, MN, 55114, US

Bill To Augusta (GA) 530 Greene Street Augusta, Georgia 30901 United States Ship To Augusta (GA) 1568-A Broad St Augusta, Georgia 30904 United States

Estimate Number Date Expires
Q-35287 9/30/2024 4/14/2025

Customer Augusta (GA)

Solution Type

Procurement Method Capital purchase

Term: For Ongoing Services (Years)

Intersections 220 Intersection Yearly Price Vehicles
USD 0.00 49

Vehicle Yearty Price

9 USD 0.00

Intersections - 220 intersections

All intersections will have Opticom ready controllers running standard NTCIP 1202/1211, If not, customer is responsible to upgrade firmware and/or hardware to many intersection Opticom ready.

Product Name	Term Annual (Months) Price	Price	Qty	Total
=>Miovision Opticom Priority	\$1,795.50	\$1,795.50	220	\$395,010.00
=>Configuration, Opticom Software-only Intersection	\$142.50	\$142.50	220	\$31,350.00
	Intersections 220) intersections	TOTAL .	\$426.360.00

Augusta Transit

Product Name	Term Annual (Months) Price	Price	Qty	Total
===>MP70 Connected Vehicle Modem		\$2,038.50	18	\$36,693.00
=>Miovision Opticam Vehicle	\$2,047.50	\$2,047.50	18	\$36,855.00
=>Installation and Configuration, Opticom Vehicle Equipment	\$1,500.00	\$1,500.00	18	\$27,000.00
	A	ıgusta Transit	TOTAL:	\$100,548.00

Augusta Fire All vehicles will have Whelen VSG deployed and will be Opticom ready.

		Augusta Fire	TOTAL:	\$68,122.50
=>Configuration, Opticom Software-only Vehicle	\$150.00	\$150.00	31	\$4,650.00
=>Miovision Opticom Vehicle	\$2,047.50	\$2,047.50	31	\$63,472.50
Product Name	Term Annual (Months) Price	Price	Qty	Total

Training

Product Name	Term (Months)	Annual Price	Price	Qty	Total
Opticom On-site Support/Training (per day)	\$	2,000.00	\$2,000.00	2	\$4,000.00
			Training	TOTAL	\$4,000.00
			One Time 1	otal:	USD 599,030.50
			Annual T	otal:	USD 0.00
Dipose reference estimate number 6 25007 when sub-viving it			T	otal:	USD 599,030.50

Please reference estimate number Q-35287 when submitting all purchase orders

Proposal Notes:

Purposed directly to controller approach is directly to the 1C module.

General Notes:

To the extent this proposal is a "Budgetary Proposal," it is to be used for informational purposes only and is not intended to be a binding contract between the Parties. The prices provided in the Budgetary Proposal are estimates only and are based on information and pricing known as of the date of the Budgetary Proposal.

For services, a signed Master Service Agreement ("MSA") must accompany the order. The terms and conditions that govern the MSA are available at http://

www.gtt.com/sales_terms/

When included, intersection installation pricing assumes a standard configuration without complications. Not included in this proposal are the following items, which will require additional fees: 1) crushed conduit or any other issues preventing cable from being installed, 2) lane or road closures, 3) police or other resources needed at the installation area, and/or 4) other third-party costs not known at the time of the proposal. Proposal assumes the intersection cabinets are in good working order and contain wiring diagrams.

Vehicle installation assumes standard installation and does not include: 1) special mounting brackets, 2) excess wiring, and/or 3) swapping out previously installed (replacement) vehicle hardware.

Project management expenses can increase in instances where development, if required, is not fully scoped.

Proposal excludes any activities associated with: 1) traffic control plan, 2) water pollution control plan, 3) changeable message signs/flaggers, 4) permits/bonds/ fees, and/or 5) removal/repair/replacement of concrete, asphalt, conduits or wiring.

Quote does not include any applicable travel expense. A budgetary "not exceed" price can be provided upon request if required.

MASTER SALE OF GOODS AND SERVICES AGREEMENT

This Master Sale of Goods and Services Agreement ("MSA" or "Agreement") is made as of , (the "Effective Date") by and between Miovision Technologies US, LLC (as amended from Global Traffic Technologies, LLC pursuant to articles of amendment) ("Miovision US"), with its offices at 801 Transfer Road, Unit G02, St. Paul, Minnesota, 55114 and City of Augusta, GA ("Customer"), having its offices at 452 Walker Street, Augusta, GA, 30901, United States. Together, Miovision US and Customer may be referred to as "Parties" and individually as a "Party" to this MSA.

WHEREAS, Miovision US is the provider of certain hardware and software products manufactured and distributed by Miovision US and is therefore in a unique position to provide services related to its products; and

WHEREAS, Customer desires that Miovision US perform services as defined herein for the Customer in relation to certain products; and Miovision US desires to perform such services for the Customer, subject to the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties do hereby agree as follows:

1. DEFINITIONS.

- A. "Customer" as used herein, means any purchaser or user of any of Miovision US' products and/or services, including but not limited to, contractors, dealers, end users and original equipment manufacturers.
- B. "Products" as used herein, means any hardware and/or software, excluding any software offered as a service, as specified in any schedule, purchase order or otherwise, regardless of whether such Products are purchased, leased, or subscribed to.
- C. "Software" as used herein, means the executable code made available to Customer as a perpetual license, including documentation and to the extent software maintenance is kept current, software updates.
- D. "Services" as used herein is defined as the services provided by Miovision US or its subcontractors as outlined in the Agreement, which may include but are not limited to:
 - 1. "Up-Front Services" as used herein, means the Services provided initially that are necessary to achieve First Productive Use (defined herein):
 - i. Site survey (intersections and/or vehicles) Miovision US will survey Customer's intersections and vehicles to determine current infrastructure and needs, including wiring, hardware mounting locations and other key information necessary to ensure a successful deployment. For avoidance of doubt, Customer agrees to make vehicles and intersections available to Miovision US to enable the site survey.
 - ii. Project management Miovision US will assign a project manager to work with Customer to create a project plan and then manage the resources deployed to execute the plan.
 - iii. Installation (intersections) Miovision US will install, configure and test phase selectors, modems, radios, antennas and/or cables, including testing to ensure proper operation and in preparation for Final Testing (defined herein).

- iv. Installation (vehicles) Miovision US will install, configure and test vehicle kits, computers, modems, radios, antennas, cables and/or software, including testing to ensure proper operation and in preparation for Final Testing.
- v. Training (2 days, 1 trainer; includes travel) Miovision US will provide two days of training at the Customer's location. Customer may have an unlimited number of participants so long as they are employees or representatives of Customer. Customer must provide the training room and any needed audio/visual equipment.
- vi. Engineering services Miovision US will provide custom work if/when applicable and included in the Agreement.
- 2. "Ongoing Services" as used herein, means the Services provided subsequent to Up-Front Services:
 - i. Hosting Miovision US will install its software on a remote, secure, 3rd party server, to be accessed by Customer and/or Miovision US as a service. All maintenance of the server is included. Fees for this service are billed annually, quarterly or monthly, depending upon the payment terms outlined in the Agreement.
 - ii. Data collection and reporting Miovision US will collect data, generate reports and publish as defined as appropriate by Miovision US, or as agreed to in writing by the Parties.
 - iii. Monitoring and optimizing Miovision US will monitor Customers' systems to ensure operational status. Miovision US will also look for opportunities to optimize the system, which will be communicated to Customer as applicable. To the extent outages are discovered, Miovision US will (or alert Customers as to the need to) deploy resources to provide repair/replacement services locally. For avoidance of doubt, monitoring includes reviewing data related to vehicles and intersections, but does not include outages that aren't managed by Miovision US (e.g., customer-provided cellular connectivity).
 - iv. Repairs/replacements (intersections) When outages occur, Miovision US will attempt to repair remotely if possible and will deploy local resources to provide services when needed. Local resources will be Miovision US, Miovision US' dealers, or other 3rd party resources approved and subcontracted by Miovision US.
 - v. Repairs/replacements (vehicles) When outages occur, Miovision US will attempt to repair remotely if possible and will deploy local resources to provide services when needed. Local resources will be Miovision US, Miovision US' dealers, or other 3rd party resources approved and subcontracted by Miovision US.
 - vi. Cellular data Machine to machine cellular connectivity. Provided by vendor of Miovision US' choice, but contracted by Miovision US for the benefit of Customer.
 - vii. "Software Maintenance" Provides Customer with access to the customer care center, defect fixes and Software Updates.
- viii. "Software as a Service" or "SaaS" Hosted software made available as a Service to Customer by Miovision US, where no perpetual license is granted.

THE INFORMATION ABOVE CONCERNING SERVICES IS INTENDED TO DEFINE ALL AVAILABLE SERVICES OFFERED BY MIOVISION US, WHICH MAY OR MAY NOT BE INCLUDED IN THIS AGREEMENT. THE FACT THAT SUCH DEFINITIONS ARE INCLUDED IN THE AGREEMENT IN NO WAY

IMPLIES OR IMPLICATES MIOVISION US TO PROVIDE SUCH SERVICES, UNLESS THE SERVICES ARE SPECIFICALLY LISTED IN SCHEDULE A.

- E. "Services Completion" is defined as the point at which individual Services have been delivered, as determined and documented by Miovision US. Services Completion represents acceptance of the individual Services delivered when Services Completion occurs.
- F. "Final Testing" is the point at which the following can be confirmed and documented by Miovision US, or in the case of delays caused by the Customer, 30 days from the date Services Completion occurred, whichever is sooner:
 - As applicable, the Products installed in all vehicles available for testing can send a request for priority control to the Products installed in all intersections available for testing; and all Products installed in all intersections available for testing can receive a request for priority control; and documentation of the events can be provided to Customer.
 - 2. As applicable, Miovision US' management software can connect with all intersections and vehicles available for testing and documentation of the event can be provided to Customer.
- G. "First Productive Use" is the point at which the following can be confirmed and documented by Miovision US, or in the case of delays caused by the Customer or other third-parties not within the control of Miovision US, 30 days from the date Service Completion occurred, whichever is sooner:
 - 1. Services Completion has occurred.
 - 2. Successful Final Testing has occurred.
- H. "Order" as used herein, means any written document, signed by the Customer, to purchase Products and/or Services from Miovision US.
- 2. TERMS AND CONDITIONS. The Terms and Conditions in Schedule B are hereby incorporated into this MSA and made part thereof ("Schedule B"). The Terms apply to all purchases made by Customer, regardless of whether Customer is purchasing, leasing, or subscribing to Services. In the event any term or condition in the Terms conflicts with any other term or condition of this MSA, the term or condition of this MSA shall control.
- 3. SALE OF GOODS AND SERVICES. To the extent Customer purchases Products and/or Services from Miovision US, the details regarding such purchase are specifically set forth in the attached Schedule A, which attachment is hereby incorporated into this MSA and made a part hereof ("Schedule A"). Specific terms, such as pricing, quantity and the level of service(s) being provided, shall be as set forth in Schedule A. To the extent any subsequent purchases or service offerings are requested by Customer, these additions will be added to the MSA by way of a subsequent Schedule A, which will follow sequential order; for example, Schedule A-1, Schedule A-2 and so forth. Miovision US agrees to use commercially reasonable efforts to perform the Services during the timeframe outlined within the Schedule A, but reserves the right to extend that timeframe if necessary to complete the work as mutually agreed upon by Customer and Miovision US.
- 4. TERM. The term of this MSA will begin on the date of signature and will continue as set forth in Schedule A or until the expiration of any subsequent schedules, whichever is longer.

5. INTELLECTUAL PROPERTY.

- A. Definition of Intellectual Property. "Intellectual Property" shall mean all intellectual property and industrial property rights and assets, however arising, pursuant to the laws of any jurisdiction throughout the world, whether registered or unregistered, including without limitation any and all: (a) trademarks, service marks, trade names, brand names, logos, trade dress, design rights and other similar designations of source, sponsorship, association or origin, together with the goodwill connected with the use of and symbolized by and all registrations, applications and renewals for, any of the foregoing; (b) works of authorship, expressions, designs and design registrations, whether or not copyrightable, including copyrights, author, performer, moral and neighboring rights and all registrations, applications for registration and renewals of such copyrights; (c) inventions, discoveries, trade secrets, business and technical information and know-how, databases, data collections and other confidential information and all rights therein; (d) patents (including all reissues, divisionals, provisionals, continuations and continuations-in-part, re-examinations, renewals, substitutions and extensions thereof), patent applications and other patent rights and any other governmental authorityissued indicia of invention ownership (including inventor's certificates, petty patents and patent utility models); and (e) software and firmware, including data files, source code, object code, scripts, mark-up language, application programming interfaces, architecture, files, records, schematics, computerized databases and other related specifications and documentation.
- B. Deliverables. The term "Deliverables" shall include only materials and services delivered to Customer by Miovision US that are expressly identified in Schedule A or any subsequent schedules, if any ("Deliverables"). Unless otherwise stated in Schedule A, Schedule B, or any subsequent schedules, Miovision US owns and to the extent not owned, is hereby assigned by Customer, all right, title and interest in all Deliverables including without limitation all Intellectual Property in and to such Deliverables. Subject to the terms of this MSA, Miovision US grants a limited, non-exclusive, royalty-free license to Customer to the Deliverables and Miovision US Intellectual Property related to the Deliverables solely to extent and term necessary for Customer to use the Deliverables as contemplated under Schedule A or the applicable subsequent schedules.
- C. Trademarks. As may be required in this MSA, including Schedule A and subsequent schedules, Miovision US may use the trademarks and trade names of Customer in connection with its provision of Services and/or other business uses and Customer hereby licenses such trademarks and trade names to Customer for such purposes.

INDEMNIFICATION.

- A. Indemnification by Customer. Customer shall indemnify, defend and hold harmless Miovision US and its officers, directors, employees, agents, representatives, subsidiaries, parents, affiliates, vendors, resellers, independent contractors, successors, and permitted assigns (collectively, "Miovision US Indemnified Parties") against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees and attorneys' fees and the costs of enforcing any right to indemnification under this MSA and the attorneys' fees and cost of pursuing any insurance providers, incurred by Miovision US Indemnified Parties or awarded against Miovision US Indemnified Parties relating to, arising out of, or resulting from: (1) any claim of a third party arising out of or occurring in connection with Customer's gross negligence, willful misconduct, violation of any applicable law or regulation, or breach of this MSA; or (2) the ownership, licensing, selection, possession, leasing, renting, operation, control, use, maintenance, delivery, return, or other disposition of the Products or Services results in any personal injury, wrongful death, or property damage resulting in relation to the use of the Products or Services.
- B. Indemnification by Miovision US. Miovision US shall indemnify, defend and hold harmless Customer and its officers, directors, employees, agents, representatives, subsidiaries, parents, affiliates, vendors, resellers,

independent contractors, successors, and permitted assigns (collectively, "Customer Indemnified Parties") against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees, fees and the costs of enforcing any right to indemnification under this MSA and the cost of pursuing any insurance providers, incurred by Customer Indemnified Parties or awarded against Customer Indemnified Parties relating to, arising out of, or resulting from any claim of a third party arising out of or occurring in connection with Miovision US' gross negligence, willful misconduct, violation of any applicable law or regulation, or breach of this MSA.

7. INTELLECTUAL PROPERTY INDEMNIFICATION.

- A. By Miovision US. Miovision US agrees to indemnify, hold harmless and defend Customer and its directors, officers, employees, and agents from and against all losses, liabilities, damages, claims, and expenses, including reasonable attorneys' fees and court costs, arising out of or relating to any claim by any third party unaffiliated with the Customer alleging that: Customer's use of the Products or Services in accordance with this MSA infringes or violates the patent, copyright, trade secret, proprietary, or other Intellectual Property right of any such third party. Should Customer's use of the Products or Services in accordance with the terms and conditions of this MSA become, or in Miovision US' opinion be likely to become, the subject of such a claim described in the immediately foregoing clause, then, Customer will permit Miovision US, at Miovision US' option and expense, either to: (1) procure for Customer the right to continue its use in accordance with the terms and conditions of this MSA of the Products and Services, (2) replace or modify the Products and Services so that Customer's use of the Products and Services in accordance with the terms and conditions of this MSA no longer infringes or violates the Intellectual Property rights of any third party, provided such replaced or modified Products and Services provides at least substantially equivalent functionality and comparable performance characteristics in all material respects; or (3) terminate this MSA (and all licenses granted hereunder), or any addenda or portion thereof (including without limitation the license of specific software or lease of certain products) and Customer shall return the non-conforming Products and Services and Miovision US shall refund the price of such materially impacted Products and Services. Notwithstanding any provision herein to the contrary, Miovision US shall have no obligation or liability to Customer to the extent any such third party claim of infringement or other violation of any Intellectual Property right of any such third party is caused by the unlicensed use of the Products or Services by Customer, Customer's failure to operate the Products or Services solely as a part of a system comprised entirely of Miovision US or Miovision US authorized hardware and software, use of the Products or Services with software or hardware other than as intended.
- B. Notwithstanding the foregoing or anything else in the Agreement, the parties expressly acknowledge and agree that nothing in this Section, nor in this Agreement, shall be interpreted or construed to operate as: (i) a disclaimer of the Customer's liability, or the liability of any of the Customer's officials, directors, officers, employees, agents, partners, affiliates, volunteers, or subcontractors, at law or in equity; nor (ii) a prohibition on Miovision US, its affiliates, or any of their respective officials, directors, officers, employees, agents, partners, affiliates, volunteers, or subcontractors, from bringing any claim, suit or action, or seeking any remedy or judgment, against the Customer, or any of the Customer's officials, directors, officers, employees, agents, partners, affiliates, volunteers, or subcontractors, for any cause whatsoever, in a court or tribunal of competent jurisdiction in the state of Georgia.
- C. Indemnification Procedure. The Party seeking indemnification (the "Indemnified Party") shall notify the party from which the Indemnified Party is seeking indemnification (the "Indemnifying Party") promptly after the Indemnified Party receives notice of a claim for which indemnification is sought under this MSA, provided, however, that no failure to so notify the Indemnifying Party shall relieve the Indemnifying Party of its obligations under this MSA except to the extent that it can demonstrate damages directly attributable to such failure. The Indemnifying Party shall have authority to defend or settle the claim; provided however that the Indemnified

Party, at its sole discretion and expense, shall have the right to participate in the defense and/or settlement of the claim and provided further, that the Indemnifying Party shall not settle any such claim imposing any liability or other obligation on the Indemnified Party without the Indemnified Party's prior written consent.

8. GENERAL PROVISIONS.

- A. Entire Agreement. This MSA, including any documents attached hereto and incorporated by reference, supersedes any and all other prior agreements, understandings, negotiations, or communications, either oral or in writing, between the Parties or their representatives and constitutes the entire understanding of the Parties with respect to its subject matter. No form, invoice, bill of lading, shipping document, order, purchase order, receipt, or other document provided by either Party shall operate to supersede, modify, or amend any provisions of this MSA, even if either Party has initialed, signed, or otherwise acknowledged such document regardless of the timing of the execution or presentment in relation to the execution of this MSA, unless the document expressly states that it modifies or amends this MSA and is signed by authorized representatives of both Parties. This MSA may not be modified, altered, or waived, in whole or in part, except in a writing signed by the duly authorized representatives of the Parties hereto. In the event of any conflict between the terms of the addenda, schedule, exhibits, terms and conditions, or schedules, if any, to this MSA, the terms of the conflicting provision in the addenda, schedule, exhibits, terms and conditions, or schedule, if any, to this MSA.
- B. Notices. Written notices as required under this MSA shall be deemed to have been given or made on the next business day when sent by the use of overnight courier, or on the fifth business day after deposit, postage prepaid in the U.S. mail for certified or registered mail to the addresses of the Parties set forth at the beginning of this MSA, Attention: LEGAL. The address for notice may be changed at any time by giving prior written notice as above provided.
- C. Effect of Waiver. The failure of either Party to insist on strict compliance with any of the terms, covenants, or conditions of this MSA by the other Party will not be deemed a waiver of that term, covenant, or condition; nor will any waiver or relinquishment of that right or power be for all or any other times.
- D. Assignment. This Agreement shall be binding on the Parties and their successors and permitted assigns. However, neither Party shall have the right to grant sublicenses hereunder or to otherwise assign, alienate, transfer, encumber, or hypothecate any of its rights or obligations hereunder, in whole or in part, or delegate any of its obligations hereunder to any person without the prior written consent of the other Party, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, either Party may assign its rights or obligations in whole or in part under this Agreement to a wholly-owned subsidiary of its parent or to an entity under common control, or pursuant to a merger, consolidation, reorganization, or a sale of substantially all of its assets; provided that the assigning Party shall provide written notice to the other Party, which consent shall not be unreasonably withheld of any such assignment shall not relieve either Party of its obligations under this Agreement and that the terms of this Agreement shall be performed and provided in the same fashion and in the same manner as set forth herein.

SIGNATURE BLOCK FOLLOWS.

IN WITNESS WHEREOF, Miovision US and Customer agree to the terms and conditions of this MSA and have duly executed this MSA as set forth below:

Miovision Technologies US, LLC	City of Augusta, GA
Signature:	Signature:
Printed Name:	Printed Name:
Title:	Title:
Date:	Date:

SCHEDULE A STATEMENT OF WORK

Effective Date: Effective Date of MSA

- 1. For subscription or capital lease sales, the billing cycle will begin upon First Productive Use (defined herein), however the amount invoiced will be prorated on a monthly basis ("Interim Rent") to the point of the Commencement Date (defined herein), based on the number of vehicles and intersections deployed upon First Productive Use. For the purpose of determining termination of this Schedule A, the term of this Schedule A will not begin until the first day of the month following Services Completion (defined herein) for all Up-Front Services (defined herein) for all vehicles and intersections ("Commencement Date"), unless otherwise agreed to by the Parties in writing. For avoidance of doubt, Interim Rent will be invoiced monthly. Except as otherwise agreed upon in an Amendment, all vehicles and intersections added after the original Commencement Date will carry their own Commencement Date, thus extending the term.
- 2. When included, intersection installation pricing assumes a standard configuration without complications. Not included in this proposal are the following items, that will require additional cost: a) crushed conduit or any other issues preventing cable from being installed, b) lane or road closures, c) police or other resources needed at the installation area and/or d) other third-party costs not known at the time of the proposal.
- 3. Proposal assumes the intersection cabinets are in good working order and contain wiring diagrams. Vehicle installation assumes standard installation and does not include: a) special mounting brackets, b) excess wiring and/or c) swapping out previously installed (replacement) vehicle hardware.
- 4. Proposal excludes any activities associated with: a) traffic control plan, b) water pollution control plan, c) changeable message signs/flaggers, d) permits/bonds/fees and/or e) removal/repair/replacement of concrete, asphalt, conduits, or wiring.
- 5. Customer agrees to accept all applicable hardware and software upon shipment, where shipment is defined as the point at which hardware and/or software has been picked up from a Miovision US facility by the shipper ("Shipment") for delivery to Customer or its designated 3rd party, however acceptance in no way relieves Miovision US from its obligations as described in this Agreement or its product warranties.
- 6. Customer Care center phone support: Miovision US operates a Customer Care call center that is dedicated to supporting all Miovision US customers, whether in or out of warranty. To access Miovision US' Customer Care, customers can dial 800-258-4610 within the United States, or for callers outside of the United States, 651-789-7333. Miovision US' Customer Care call center will use commercially reasonable efforts to provide technical or sales support, process warranty claims and/or route calls to other Miovision US departments. For technical issues, a ticketing system is in place to track cases through to resolution, escalating within the organization if/where necessary to ensure calls are resolved as quickly as possible. Customer Care is not available to customers of Miovision US' software Products if such customer is not current on its Software Maintenance.

Resolution category	Definition	Response Time	Trouble Ticket Resolution Goal
High	Help Desk inquiries. Reported issue requires immediate attention; or immediate technical support. System is completely inoperable Safety issue Someone needs immediate answers or is in front of equipment	Immediate	Same business day (0-24 hours)
Medium	Issues that adversely affect normal operations Walk through troubleshooting steps Configuration assistance Questions on wiring/operations/functions/features	A trouble ticket will be generated in 1 hour during normal business hours or next business day	48 business hours
Planned	 Issues that require planned action items Requests for special non-standard reports Requests that require a planned site visit to resolve 	Due date established within 3 business days	Due Date
Needs Development	Issue is the result of a bug, defect or enhancement required from product development or manufacturing	Due Date established by Prod Dev	Due Date (if known)

SCHEDULE B TERMS AND CONDITIONS OF PRODUCTS AND SERVICES ("TERMS")

- 1. ACCEPTANCE OF TERMS. These Terms are applicable to the provision of any and all Products and Services, provided by Miovision Technologies US, LLC, Global Traffic Technologies Canada, Inc. ("Miovision US") or its subcontracts to the Customer (hereinafter referred to a "Party" and collectively as the "Parties"). These Terms are applicable to any Master Service Agreement ("MSA"), Schedule, quote, proposal and/or any documents incorporated by reference herein ("Contract Documents"). These Terms and any Contract Documents are the complete and exclusive statement of agreement between Customer and Miovision US, unless otherwise agreed to by the parties in a signed agreement. Miovision US expressly objects to and rejects any other terms and conditions, including any additional or conflicting terms and conditions the Customer includes at any stage during the Order process, including but not limited to, quotes, purchase orders, invoices, and/or any other documents submitted by Customer regarding an Order, unless otherwise set forth in the Contract Documents. Customer's acceptance of Products and/or Services will constitute its acceptance of these Terms. Miovision US reserves the right to update these Terms and any document referenced herein at any time.
- 2. ORDERS. A Party may request to amend an Order by requesting the change in writing and if such request results in an Order being changed, such change will be documented by Miovision US issuing a written document, which must be accepted and signed by the Customer and may result in additional fees. All Orders are final and may not be cancelled, returned, or exchanged, except as provided herein.
- 3. PRICE, BILLING AND PAYMENT. Miovision US reserves the right to change the pricing for any Product and/or Service at any time by providing written notice to Customer at least sixty (60) days prior to the change, unless otherwise stated in the Contract Documents.
 - A. If applicable, the fees for Software Maintenance will be calculated annually at fifteen-percent (15%) of the then current list price of the Software license(s).
 - B. Unless otherwise indicated by Miovision US, prices are exclusive of and Customer agrees to pay all foreign, federal, state, local excise, sales, use, personal property or any other taxes or duties, except taxes based on Miovision US' income. If Miovision US does not collect such amounts from Customer and is later requested or required to pay the same to any taxing authority, Customer will promptly pay Miovision US or such taxing authority if requested by Miovision US. Customer must provide any certificates or other evidence of applicable exemptions to any taxes or duties to Miovision US prior to invoicing or Miovision US will charge such taxes or duties to Customer.
 - C. Miovision US does not represent its prices are equal to or lower than prices charged to other customers, or its prices are comparable to prices offered by any third party. For Customers in the United States and Canada, payment is due within (thirty) 30 days of the date of Miovision US' invoice, unless otherwise agreed to in writing by Miovision US; provided however, Miovision US may require payment in advance if in Miovision US' reasonable opinion, Customer's financial condition calls for pre-payment. Payment is required in advance for all other Customers. Miovision US may assess a monthly service charge of one and one-half percent (1.5%) on overdue accounts, or the maximum amount permitted by applicable laws. Customer will pay any collection costs incurred by Miovision US to collect payment from Customer, including reasonable attorneys' fees.
 - D. If Customer fails to make timely payments, has a receiving order in bankruptcy made against it, makes any arrangement with its creditors, or has a receiver appointed, Miovision US may, without prejudice to its other rights, demand immediate payment of all unpaid accounts, suspend further deliveries and/or cancel all Orders without liability.

- 4. DELIVERY. Miovision US will make commercially reasonable efforts to ship Products within sixty (60) days of receipt of an Order, however, delivery dates are approximate and Miovision US is not liable for any damages or costs resulting from delays in delivery. If Miovision US deems necessary, Orders may be partially shipped and partially backordered, unless otherwise agreed upon in writing by the Parties.
 - A. Sales within U.S./Canada. Miovision US will arrange for transportation of all Products and Miovision US will bear any expenses, including routing, handling, packaging and additional freight charges, unless Customer furnishes special transportation instructions that result in expenses beyond what Miovision US would normally provide.
 - B. Sales outside of U.S./Canada. Customer will arrange and provide for transportation of all Products from Miovision US' facility(ies) at Customer's cost. Customer is the importer of record and will furnish all consular and customs declarations and is responsible for any expenses, including but not limited to, additional export packing fees, export duties, licenses, fees and any applicable taxes. Customer may not re-export the Product or items which incorporate the Product if such re-export would violate applicable export laws.
 - C. Title and Risk of Loss. Products are deemed accepted upon shipment. Title and risk of loss or damage to the Products or any part of the Products will pass to Customer upon shipment and Customer will be responsible for filing any damage claims with the carrier.
 - D. Inspection of Products. Customer is responsible for inspecting and filing any claims for Product loss or damage directly with Miovision US' Customer Care Center or the carrier within ten (10) days of delivery, unless otherwise specified by the carrier. All claims must be based on a complete inspection of the shipment and include any documents applicable to the claim. If Customer timely notifies Miovision US of any Product loss or damage, Miovision US may, in its sole discretion (i) replace the Product or (ii) issue a credit or refund for the price of the Product. Customer acknowledges and agrees that the remedies set forth in these Terms are Customer's sole and exclusive remedies for the loss or damage of Products.

5. SOFTWARE.

- A. Federal Government End User. This Section applies to all acquisitions of this Software by or for the federal government, or by any prime contractor or subcontractor (at any tier) under any contract, grant, cooperative agreement, or other activity with the federal government. The government hereby agrees that the Software qualifies as "commercial" computer software within the meaning of the acquisition regulations applicable to this procurement. The terms and conditions of this Agreement shall apply to the government's use and disclosure of this Software and shall supersede any conflicting contractual terms and conditions. If this Agreement or the license granted hereunder fails to meet the government's needs or is inconsistent in any respect with federal law, the government agrees to return the Software, unused, to Miovision US.
- B. Customer Responsibility. Customer is solely responsible for all actions taken by Customer, its employees, agents and others accessing or using the Software. Customer is solely responsible for all necessary software, hardware, Internet connection, and network and all other equipment and services necessary to access and use the Software.
- C. Software Performance. Miovision US represents and warrants that the Software will substantially conform in all material respects to and perform substantially in accordance with its documentation and these Terms and/or any Contract Documents for a period of one (1) year from the date the Order was placed, provided that: (i) Customer gives Miovision US written notice of any claimed breach of this warranty while this warranty is in effect; (ii) any such breach is not, in Miovision US' reasonable opinion, a result of any modification of or damage to the Software or its operating environment by any party other than Miovision US or a party acting under Miovision US' control or direction; and (iii) Customer is in compliance with these Terms. For any breach

of the foregoing warranty, Customer's sole and exclusive remedy shall be as follows: (a) Miovision US will endeavor to repair or replace the non-conforming Software within thirty (30) days, or such longer period as the parties may mutually agree, such that the Software conforms to the foregoing warranty; or (b) if Miovision US is unable to repair or replace the non-conforming Software within such period such that the Software conforms to the foregoing warranty, either party may terminate this Agreement (and all licenses granted hereunder), Customer shall return the non-conforming Software and Miovision US shall refund the license fee paid hereunder less depreciation calculated on a five-year straight-line basis. Miovision US' warranty (including without limitation any extended warranty) applies solely to the Software and its documentation as it existed at the time of installation and warranties covering any follow-on versions, all updates, or upgrades are subject to a further written agreement by the Parties.

- D. Viruses and Disabling Codes. Miovision US represents and warrants that to the best of Miovision US' knowledge, the Software shall not contain viruses, worms, or spyware (collectively, "Malicious Code"); provided, however, that, notwithstanding the foregoing, Customer acknowledges and agrees that Miovision US reserves the right to remotely prevent access to and/or use of the Software in the event that (i) Miovision US becomes aware, from Customer or otherwise, of unauthorized access or use of the Software by any third party, or (ii) this Agreement is terminated. Notwithstanding any provision of this Agreement to the contrary, in no event shall Miovision US be in breach of the warranty set forth above if, at the time any Malicious Code was introduced into the Software, Miovision US employed commercially-reasonable measures, consistent with the standards of Miovision US' industry, to detect such Malicious Code in order to prevent its introduction into the Software.
- E. Audit Rights. Customer shall, while using Miovision US' Products and Services and for one year thereafter, keep true and accurate accounts and records in sufficient detail to enable an audit of the manner and extent of the use, sublicensing, transfer, or other disposition of the licensed Software, its derivatives, or any product or service based upon or incorporating or using all or portions of the Software to confirm Customer's compliance with the Terms and/or any Contract Documents. At the reasonable request of Miovision US, but no more than once per year, unless there is a reasonable suspicion of a breach of these Terms and/or any Contract Documents, Customer shall allow Miovision US to inspect and audit such information and Customer facilities as is necessary to ensure Customer's compliance with these Terms.
- 6. HAZARDOUS MATERIALS. Customer acknowledges that certain materials provided by Miovision US may be considered hazardous materials under various laws and regulations. Customer agrees to familiarize itself (without reliance on Miovision US, except as to the accuracy of special safety information furnished by Miovision US), with any hazards of such materials, their applications and the containers in which such materials are shipped and to inform and train its employees and customers to such hazards. Customer will hold Miovision US harmless against any claims by its agents, employees or customers relating to any such hazards, except to the extent such claims arise solely and directly from Miovision US' failure to meet its written specifications or the inaccuracy of safety information furnished by Miovision US.
- 7. WARRANTY. Miovision US warrants its Products in accordance with its limited warranty, available at www.gtt.com/support/warranty-repair and as otherwise provided herein. Miovision US warrants all Services will be performed in a professional and workmanlike manner in accordance with applicable industry standards, in the event that any Product fails to conform to the terms of Miovision US' warranty, the sole and exclusive remedy shall be limited to the return of the non-conforming Product to Miovision US for repair or replacement of the non-conforming components, as determined by Miovision US in its sole discretion. All claims for non-conformance are returned to Miovision US All claims for non-conformance or breach of warranty shall be deemed waived, unless the non-conforming components are returned to Miovision US within 30 days of discovery of the alleged non-conformance.

THESE WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR ANY IMPLIED WARRANTY ARISING OUT OF A COURSE OF DEALING OR PERFORMANCE, CUSTOM OR USAGE OF TRADE AND NON-INFRINGEMENT. IN ADDITION TO THE EXCLUSION OF AFORMENTIONED WARRANTIES, SERVICES, ARE PROVIDED "AS IS" AND MIOVISION US DOES NOT WARRANT THE SERVICES WILL MEET CUSTOMER'S REQUIREMENTS, BE UNINTERRUPTED, OR BUG OR ERROR-FREE. NO EMPLOYEE OR AGENT OF MIOVISION US, OTHER THAN AN OFFICER OF MIOVISION US BY WAY OF A SIGNED WRITING, IS AUTHORIZED TO MAKE ANY WARRANTY IN ADDITION TO THE FOREGOING. EXTENDED WARRANTIES MAY BE AVAILABLE UPON REQUEST.

- 8. LIMITATION OF LIABILITY. IN NO EVENT WILL MIOVISION US BE LIABILE FOR ANY SPECIAL, INDIRECT, OCNSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES, WHETHER ASSERTED IN TORT, CONTRACT, WARRANTY, STATUTORY OR OTHER THEORY OF LIABILITY. MIOVISION US SHALL ALSO NOT BE LIABLE FOR ANY PERSONAL INJURY, WRONGFUL DEATH OR PROPERTY DAMAGES CAUSED BY OR ARISING FROM ANY ALLEGED DEFECT, NON-CONFORMANCE, OR FAILURE OF ITS SYSTEMS TO FUNCTION, OPERATE OR PERFORM, WHETHER ASSERTED IN WARRANTY, CONTRACT, TORT OR OTHER THEORY OF LIABILITY.
 - IIN ANY EVENT, MIOVISION US SHALL BE SOLEY LIABLE FOR ACTUAL DAMAGES CAUSED BY MIOVISION US' BREACH AND MIOVISION US' TOTAL LIABILITY HEREUNDER, REGARDLESS OF THE LEGAL THEORY, WILL NOT EXCEED THE AMOUNT PAID TO MIOVISION US PURSUANT TO THE RESPECTIVE ORDER FOR PRODUCTS AND SERVICES IN THE ONE (1) YEAR IMMEDIATELY PRECEDING THE START OF THE EVENT GIVING RISE TO THE CLAIM. IN NO EVENT WILL MIOVISION US BE REQUIRED TO INDEMNIFY CUSTOMER OR ANY OTHER PARTY. NO ACTION, REGARDLESS OF FORM, ARISING OUT OF OR ALLEGING EITHER A BREACH OF ANY WARRANTY OR A BREACH OF ANY CONTRACTUAL TERM OR LEGAL DUTY BY MIOVISION US MAY BE BROUGHT MORE THAN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES.
- 9. SUSPENSION. Without waiving any other rights or remedies, Miovision US may suspend performance hereunder and/or under any Order or other contract if: (i) Customer fails to pay any invoice within sixty (60) days from the invoice date; (ii) Miovision US reasonably believes Customer's use of the Products or Services may violate any applicable law, rule or regulation, or infringes upon third party rights; or (iii) Miovision US is entitled to terminate this Agreement for cause.
- 10. PROPRIETARY RIGHTS. Miovision US and its licensors will retain all Intellectual Property rights to the Products and Services, including without limitation, all designs, drawings, patterns, plans, specifications, technology, technical data and information, technical processes and business methods, whether patentable or not, arising from the provision of Products and/or Services to Customer, including Miovision US rendering engineering services to and designing systems and goods for Customer's use. Customer agrees not to enforce against Miovision US or Miovision US' customers any patent rights that include any system, process, or business method utilizing or otherwise relating to the Products and/or Services.
- 11. RESALE. Customer, by placing and Order and accepting these Terms, hereby expressly agrees, acknowledges, represents and warrants to Miovision US that Customer is purchasing the Products and Services for its own internal business use and not for resale and in the event Customer breaches the foregoing by selling the Products or Services that are the subject of the Order. Notwithstanding the foregoing, nothing in these Terms are intended to restrict a Customer that is an authorized Miovision US dealer, contractor, or original equipment manufacturer from reselling, if such Customer is authorized to do so pursuant to Miovision US' acceptance of an Order.

12. COMPLIANCE WITH LAWS/ANTI-CORRUPTION.

- A. Customer will fully comply with all applicable laws, rules and regulations, including without limitation, those of the United States and any and all other jurisdictions globally ("Laws") that apply to Customer's activities in connection with an Order. Specifically, Customer must comply with all Laws relating to anti-corruption, bribery, extortion, kickbacks, or other similar matters that are applicable to Customer's business activities in connection hereunder and/or with any Orders or the Contract Documents, including without limitation the U.S. Foreign Corrupt Practices Act and the UK Bribery Act. Customer will take no action that may cause Customer, Miovision US, or their affiliates to violate any Laws.
- B. Products and Services will comply with applicable federal legal requirements in the United States and Canada. If they must comply with any additional legal requirements, such as a state or local municipality, or another country, Customer is solely responsible for identifying all such requirements to Miovision US in writing.
- 13. CONFIDENTIAL INFORMATION. As used herein, "Confidential Information" means all information of a party ("Disclosing Party"), obtained by or disclosed to the other party ("Receiving Party") that by its nature would reasonably be considered as confidential or is identified as confidential by the Disclosing Party.
 - A. Confidential Information excludes information that: (a) is or becomes public knowledge through no fault of Receiving Party; (b) was in Receiving Party's possession before receipt from Disclosing Party; (c) is rightfully received by Receiving Party from a third party without any duty of confidentiality; (d) is independently developed by Receiving Party without reference to or use of Confidential Information; or (e) is related to the terms and conditions of this Agreement and is disclosed by Miovision US to an authorized Miovision US dealer in the course of normal business operations, provided that said dealer was involved in the sales process pertaining to this Agreement..
 - B. Receiving Party Obligations. The Receiving Party agrees (i) not to use Confidential Information of Disclosing Party other than in furtherance of the Order; (ii) to hold Confidential Information of the Disclosing Party in confidence and to protect the Confidential Information using the same degree of care it uses to protect its own Confidential Information but in no event with less than reasonable care and to restrict disclosure of the Confidential Information to its employees and agents who have a "need to know"; and (iii) Confidential Information of Disclosing Party may be disclosed in response to a valid court order or other legal process only to the extent required by such order or process and only after the Receiving Party has given the Disclosing Party written notice of such court order or other legal process promptly, if allowed by law and the opportunity for the Disclosing Party to seek a protective order or confidential treatment of such Confidential Information. Upon Disclosing Party's request, Receiving Party will return Confidential Information to Disclosing Party or destroy the same if requested by Disclosing Party. Receiving Party agrees its breach of this section may cause irreparable damage and Disclosing Party may seek equitable remedies, in addition to other remedies hereunder or at law.
- 14. GOVERNING LAW; VENUE; ACTIONS; ATTORNEYS FEES. The law of the State of Georgia shall govern the CONTRACT between Customer and Miovision US with regard to its interpretation and performance, and any other claims related to this agreement. All claims, disputes and other matters in question between Customer and Miovision US arising out of or relating to the Agreement, or the breach thereof, shall be decided in the Superior Court of Richmond County, Georgia. Miovision US, by executing this Agreement, specifically consents to jurisdiction and venue in Richmond County and waives any right to contest the jurisdiction and venue in the Superior Court of Richmond County, Georgia.
- 15. FORCE MAJEURE. Miovision US will not be liable for damages of any kind resulting from any delays in performance, in whole or in part, or any loss, damage, cost, or expense, including any loss or damage to the

Product that may prevent Miovision US from performing any obligations hereunder, resulting from causes beyond its reasonable control, such as acts of God, fire, strikes, epidemics, embargos, acts of government, war, riots, vandalism, theft, delays in transportation, difficulties in obtaining necessary labor, materials, or manufacturing facilities or other similar causes ("Force Majeure Event"). In such event, the Party delayed will promptly give notice to the other Party. In the event of a delay, the Parties, through mutual agreement, may: (a) extend the time for performance for the duration of the Force Majeure Event, or (b) cancel all or any part of the unperformed part of the Order if such Force Majeure Event exceeds sixty (60) days. If Miovision US' costs are increased as a result of such Force Majeure Event, Miovision US may increase pricing upon written notice to Customer.

Miovision US reserves the right to charge Customer reasonable, additional fees that occur as a result of: 1) a report of an outage or disruption that is later determined to be unrelated to Miovision US' Products or Services and/or 2) Services or Product replacements that become necessary as a result of loss or damage due to Customer's (or Customer's other suppliers') removal of Products or negligence.

16. TECHNOLOGY REQUIREMENTS.

- A. If Miovision US' North American variant has been requested, Customer acknowledges that North American radio equipment is certified to North American standards (e.g., the FCC) and not international standards (e.g., ETSI). Customer has specifically requested the North American variant and accepts all responsibility for obtaining the necessary waivers from the appropriate agencies in the country in which the equipment will be operated, before the equipment is installed and/or made operational; and purchaser accepts all associated liability for not doing so.
- B. Customer is responsible for ensuring that the traffic infrastructure, including the traffic controller, is compatible with the Products.
 - 1. When integration services are proposed (for transit applications), integration assumes: a) route and run information is available on the vehicle via J-1708 or RS485, whenever driver updates either the route or run; schedule data is available in standard GTFS format via an IP portal accessible to the Opticom Central Management Software (CMS); b) connectivity is available to all transit vehicles. If any of the preceding is not available, pricing for integration services may be affected.
- C. In instances where Miovision US is providing Priority Control as a Service ("PCaaS") or any ongoing services requiring remote access, Miovision US assumes the presence of and access to a customer-provided connectivity network for remote access to intersections and vehicles, unless a Miovision US-provided cellular data plan has been included amongst the listed services.
- 17. MISCELLANEOUS. If any provision of these Terms to any extent is declared invalid or unenforceable, the remainder of these Terms will not be affected thereby and will continue to be valid and enforceable to the fullest extent permitted by law. Any modifications hereto must be in writing and signed by both parties. Miovision US' failure to strictly enforce any of these terms will not be considered a waiver of any of its rights hereunder. Neither Party will assign this these Terms nor any of its obligations hereunder without the prior written consent of the other Party, except in the case of a reorganization, merger, acquisition, or sale of substantially all its assets. These Terms will be binding on and inure to the benefit of each Party's successors and assigns. The termination or expiration of any Order and/or any the Contract Documents, will not affect the survival or continuing validity of any provision that expressly or by implication is intended to continue in force after such termination or expiration.
- 18. SERVICES. Customer is responsible for Up-Front Services and Ongoing Services, unless such services are included in the Order or a subsequent Order. Prices for Up-Front Services and Ongoing Services are charged at the then-prevailing rates, unless otherwise agreed to in writing in the Contract Documents. Services excludes integration of Miovision US' Products with third party products, unless otherwise agreed to in writing by Miovision

- US. Customer is responsible for any delays due to failure to comply with its portion of any applicable project plan related to Services.
- A. Ongoing Services required due to the following are excluded and subject to an additional fee: (1) modification of Products or Services without Miovision US' written consent; (2) use of parts and/or supplies not approved by Miovision US for use with the Products or Services; (3) misconduct, accident, neglect or misuse; (4) failure of installation site to conform to Miovision US' applicable specifications; (5) failure or inadequacy of electric power, humidity, or air control; (6) failure to follow operating procedures provided by Miovision US; (7) Customer's failure to ensure that the traffic infrastructure, including the traffic controller, is compatible with the Products; and (8) service or maintenance performed by an unauthorized representative of Miovision US.
- B. Miovision US' performance of Ongoing Services at its expense, is contingent upon the Customer: (1) exercising reasonable care in the operation of the Products; (2) operating the Product within Miovision US' published specifications; (3) maintaining the Product in conformance with Miovision US' maintenance standards; (4) properly maintaining the operating environment; (5) providing necessary utility services for use of the Product in accordance with accompanying specifications; and (6) compliance with the terms of this Agreement, including without limitation, payment of all fees.
- C. Customer acknowledges that it is aware that in order to install Products and perform Services it may be necessary to drill holes and/or connect to a vehicle's electrical system and/or traffic cabinet's electrical system and agrees that Miovision US shall not be liable for any costs, expenses or damages arising from such work.
- 19. REPLACEMENT PARTS. In performing PCaaS services, Miovision US reserves the right to use replacement parts that are new, refurbished or equivalent in performance to new parts, at no extra charge to Customer. Parts being replaced will be the property of Miovision US. Customer acknowledges certain parts may be subject to discontinuance by the manufacturer, in which event Miovision US' obligation will be limited to making reasonable efforts to replace such discontinued parts with an equivalent part.
- 20. DATA. Customer warrants that it has sufficient rights, title, and interests in and to all means of information, data and/or files Customer transmits or uploads to or stores on any environment, in connection with its use of the Products or Services ("Customer Data"). Customer will not transmit or upload any personally identifiable information and will be solely responsible for the security of such information. Miovision US may view, store, copy, delete, or otherwise process any Customer Data to provide the Products and/or Services to Customer and unless prohibited by law, Miovision US may also collect, analyze, and otherwise use anonymized versions of Customer Data for its own business purposes. For avoidance of doubt, Customer retains ownership of Customer Data.
- 21. TERMINATION. Either party may terminate the Services for cause immediately upon written notice if the other party is in material breach of these Terms, any schedules and/or Contract Documents and fails to cure within thirty (30) days of receipt of a written demand to cure, or if the other party (a) is liquidated, dissolved, or adjudged to be in a state of bankruptcy or receivership, (b) is insolvent, unable to pay its debts as they become due, makes an assignment for the benefit of creditors or takes advantage of any law for the benefit of debtors, (c) ceases to conduct business for any reason on an ongoing basis, leaving no successor in interest or (d) for convenience, in which case Customer will be responsible to pay Miovision US for all Product and Services delivered, all costs incurred by Miovision US that have not yet been amortized and any other operating expense incurred by Miovision US that are specifically applicable to this Agreement.
- 22. OTHER. Miovision US reserves the right to publicly disclose Customer as a customer of Miovision US, without the need for additional approval by Customer. Notwithstanding, case studies, personnel quotes, and other references to Customer will require explicit permission by Customer.

Temporary suspension or delay of performance of contract. To the extent that it does not alter the scope of this agreement, Customer may unilaterally order a temporary stopping of the work, or delaying of the work to be performed by Miovision US under this agreement.

- 23. DEFECTIVE PRICING. To the extent that the pricing provided by Miovision US is erroneous and defective, the parties may, by agreement, correct pricing errors to reflect the intent of the parties.
- 24. PROHIBITION AGAINST CONTINGENT FEES: Miovision US warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by Miovision US for the purpose of securing business and that Miovision US has not received any non-Customer fee related to this Agreement without the prior written consent of the Customer. For breach or violation of this warranty, Customer shall have the right to annul this Agreement without liability or at its discretion to deduct from the Agreement Price of consideration the full amount of such commission, percentage, brokerage or contingent fee.
- 25. INSURANCE REQUIREMENTS. Miovision US shall, at all times that this Agreement is in effect, cause to be maintained in force and effect an insurance policy(s) that will ensure and indemnify the Customer against liability or financial loss resulting from injuries occurring to persons or property or occurring as a result of any negligent error, act, or omission of Miovision US in performance of the work during the term of this Agreement.

Miovision US shall provide, at all times that this agreement is in effect, Worker's Compensation insurance in accordance with the laws of the State of Georgia.

Miovision US shall provide, at all times that this Agreement is in effect, Insurance with limits of not less than:

- A. Workmen's Compensation Insurance in accordance with the laws of the State of Georgia.
- B. Public Liability Insurance in an amount of not less that One Million (\$1,000,000) Dollars for injuries, including those resulting in death to any one person, and in an amount of not less than One Million (\$1,000,000) Dollars on account of any one occurrence.
- C. Property Damage Insurance in an amount of not less than One Million (\$1,000,000) Dollars from damages on account of an occurrence, with an aggregate limit of One Million (\$1,000,000) Dollars.
- D. Valuable Papers Insurance in an amount sufficient to assure the restoration of any plans, drawings, field notes, or other similar data relating to the work covered by the Project.
- E. Professional Liability Insurance in an amount of not less than One Million (\$1,000,000) Dollars or an amount that correlates to the aggregate fee on the project should it exceed \$1,000,000.

Customer will be named as an additional insured with respect to Miovision US' liabilities hereunder in insurance coverage's identified in items (b) and (c).

The policies shall be written by a responsible company(s), to be approved by the Customer, and shall be noncancellable except on thirty-(30) days' written notice to the Customer. Such policies shall name the Customer as co-insured, except for worker's compensation and professional liability policies, and a copy of such policy or a certificate of insurance shall be filed with the Director at the time of the execution of this Agreement.

26. SMALL BUSINESS CONTRACTOR NOTICE. In accordance with Chapter 10B of the Augusta, GA. Code, Contractors agree to collect and maintain all records necessary to for Augusta, Georgia to evaluate the effectiveness of its Local Small Business Opportunity Program and to make such records available to Augusta,

Georgia upon request. The requirements of the Local Small Business Opportunity Program can be found at www.augustaga.gov. In accordance with AUGUSTA, GA. CODE, Contractors shall report to Augusta, Georgia the total dollars paid to each subcontractor, vendor, or other business on each contract, and shall provide such payment affidavits, regarding payment to subcontractors, if any, as required by Augusta, Georgia. Such utilization reports shall be in the format specified by the Director of Minority and Small Business Opportunities, and shall be submitted at such times as required by Augusta, Georgia. Required forms can be found at www.augustaga.gov. If you need assistance completing a form or filing information, please contact the Local Small Business Opportunity Program Office at (706)821-2406. Failure to provide such reports within the time period specified by Augusta, Georgia shall entitle Augusta, Georgia to exercise any of the remedies set forth, including but not limited to, withholding payment from the contractor and/or collecting liquidated damages.

- 27. Georgia Prompt Pay Act not applicable.
- 28. Contractor acknowledges that this contract and any changes to it by amendment, modification, change order or other similar document may have required or may require the legislative authorization of the Board of Commissioners and approval of the Mayor.
- 29. Under Georgia law, Contractor is deemed to possess knowledge concerning Augusta, Georgia's ability to assume contractual obligations and the consequences of Contractor's provision of goods or services to Augusta, Georgia under an unauthorized contract, amendment, modification, change order or other similar document, including the possibility that the Contractor may be precluded from recovering payment for such unauthorized goods or services. Accordingly, Contractor agrees that if it provides goods or services to Augusta, Georgia under a contract that has not received proper legislative authorization or if the Contractor provides goods or services to Augusta, Georgia in excess of the any contractually authorized goods or services, as required by Augusta, Georgia's Charter and Code, Augusta, Georgia may withhold payment for any unauthorized goods or services provided by Contractor. Contractor assumes all risk of non-payment for the provision of any unauthorized goods or services to Augusta, Georgia, and it waives all claims to payment or to other remedies for the provision of any unauthorized goods or services to Augusta, Georgia, however characterized, including, without limitation, all remedies at law or equity.
- 30. MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISES: In accordance with the Commission Action on 7/25/24 and the adoption of Ordinance No. 7945 Chapter 10C of the AUGUSTA, GA, CODE, Contractors agree to collect and maintain all records necessary to Augusta, Georgia to evaluate the effectiveness of its Minority and Women Owned Business Enterprise Program and to make such records available to Augusta, Georgia upon request. The requirements of the Minority and Women Owned Business Enterprise Program can be found at www.augustaga.gov. In accordance with AUGUSTA, GA. CODE, Contractors shall report to Augusta, Georgia the total dollars paid to each subcontractor, vendor, or other business on each contract, and shall provide such payment affidavits, regarding payment to subcontractors, if any as required by Augusta, Georgia. Such utilization reports shall be in the format specified by the Director of Compliance and shall be submitted at such times as required by Augusta, Georgia. Required forms can be found at www.augustaga.gov. If you need assistance completing a form or filing information, please contact the M/WBE Program office at (706) 821-2406. Failure to provide such reports withing the time period specified by Augusta, Georgia shall entitle Augusta, Georgia to exercise any of the remedies set forth, including, but not limited to, withholding payment from the Contractor and/or collecting liquidated damages.

Item 10.

Version: Q-35287-202501



Miovision Technologies US, LLC. 801 Transfer Road, Unit G02 St. Paul, MN, 55114, US

Bill To	Ship To	Estimate Number	Date	Expires
Augusta (GA)	Augusta (GA)	Q-35287	9/30/2024	4/14/2025
530 Greene Street	1568-A Broad St			
Augusta, Georgia 30901	Augusta, Georgia 30904			
United States	United States			
Overtamen	Dua assurant Mathad	Tarret Far On asi	Ci (V	(a.a.v.a.)

Customer	Procurement Method	Term: For Ongoing Services (Years)
Augusta (GA)	Capital purchase	1

Solution Type	Intersections	Intersection Yearly Price	Vehicles	Vehicle Yearly Price
	220	USD 0.00	49	USD 0.00

Intersections -- 220 intersections

All intersections will have Opticom ready controllers running standard NTCIP 1202/1211, If not, customer is responsible to upgrade firmware and/or hardware to many intersection Opticom ready.

Product Name	Term (Months)	Annual Price	Price	Qty	Total
=>Miovision Opticom Priority		\$1,795.50	\$1,795.50	220	\$395,010.00
=>Configuration, Opticom Software-only Intersection		\$142.50	\$142.50	220	\$31,350.00
	Intersections 220 intersections TOTAL:				

Augusta Transit

Product Name	Term (Months)	Annual Price	Price	Qty	Total
===>MP70 Connected Vehicle Modem			\$2,038.50	18	\$36,693.00
=>Miovision Opticom Vehicle	\$	\$2,047.50	\$2,047.50	18	\$36,855.00
=>Installation and Configuration, Opticom Vehicle Equipment	\$	\$1,500.00	\$1,500.00	18	\$27,000.00
		Au	gusta Transit	TOTAL:	\$100.548.00

Augusta Fire

All vehicles will have Whelen VSG deployed and will be Opticom ready.

Product Name	Term (Months)	Annual Price	Price	Qty	Total
=>Miovision Opticom Vehicle	\$	2,047.50	\$2,047.50	31	\$63,472.50
=>Configuration, Opticom Software-only Vehicle		\$150.00	\$150.00	31	\$4,650.00
			Augusta Fire	TOTAL:	\$68,122.50

Page 1 of 2 144

Training

Item 10.

/lonths)	Annual Price	Price	Qty	Total
\$	2,000.00	\$2,000.00	2	\$4,000.00
	/		onths) Price	onths) Price

Training TOTAL: \$4,000.00

 One Time Total:
 USD 599,030.50

 Annual Total:
 USD 0.00

 Total:
 USD 599,030.50

Please reference estimate number Q-35287 when submitting all purchase orders

Proposal Notes:

Purposed directly to controller approach is directly to the 1C module.

General Notes:

To the extent this proposal is a "Budgetary Proposal," it is to be used for informational purposes only and is not intended to be a binding contract between the Parties. The prices provided in the Budgetary Proposal are estimates only and are based on information and pricing known as of the date of the Budgetary Proposal.

For services, a signed Master Service Agreement ("MSA") must accompany the order. The terms and conditions that govern the MSA are available at http://

www.gtt.com/sales_terms/

.

When included, intersection installation pricing assumes a standard configuration without complications. Not included in this proposal are the following items, which will require additional fees: 1) crushed conduit or any other issues preventing cable from being installed, 2) lane or road closures, 3) police or other resources needed at the installation area, and/or 4) other third-party costs not known at the time of the proposal. Proposal assumes the intersection cabinets are in good working order and contain wiring diagrams.

Vehicle installation assumes standard installation and does not include: 1) special mounting brackets, 2) excess wiring, and/or 3) swapping out previously installed (replacement) vehicle hardware.

Project management expenses can increase in instances where development, if required, is not fully scoped.

Proposal excludes any activities associated with: 1) traffic control plan, 2) water pollution control plan, 3) changeable message signs/flaggers, 4) permits/bonds/ fees, and/or 5) removal/repair/replacement of concrete, asphalt, conduits or wiring.

Quote does not include any applicable travel expense. A budgetary "not exceed" price can be provided upon request if required.

Page 2 of 2 145



Engineering Services Committee Meeting

3/11/2025 1:05PM

Determination of Woodson Lane for abandonment

Department: Legal Department

Presenter: Jim Plunkett

Caption: Motion to determine that portion of Woodson Lane as shown on the attached

plat and consisting of approximately .32 acre, has ceased to be used by the public to the extent that no substantial public purpose is served by it or that its removed from the county road system is otherwise in the best public interest, and a public hearing shall be held regarding the issue of abandonment pursuant to O.C.G.A. 32 -7-2, with the abandoned property to be quit-claimed to the

appropriate party(ies).

Background: N/A

Analysis: N/A

Financial Impact: N/A

Alternatives: Do not approve and Augusta maintains responsibility for the road.

Recommendation: Approve the determination process to allow Engineering to review Woodson

Lane for road abandonment process

Funds are available in N/A

the following accounts:

REVIEWED AND Law.

APPROVED BY: Engineering.

Planning.

Development Project Inquiry

Search By: Project Review Number ➤ S-2023-015

Find Projects

WOODSON LANE RIGHT OF WAY ABANDONMENT Transportation - ROW Abandonment Review No: S-2023-015 Revision No:

ROW Abandonment Abandonment 015 Revision No: 1

Project Information	Review Status	Additional Review	Comments 87782
P&D - Zoning Comment	Sheet	Not Applicable	1/3/2025
Project Review #: S-2023- (First Resubmittal) For Co approval of the Augusta on necessary deed/plat for r with a copy to ensure that so that Real Estate/Tax Re be submitted in person to questions contact: Ashley Development Departmen	nditional Approv Commission, if g ecording and the It the ROW Aban ecords and GIS m In P&D at 535 Tel Catterton Devel	val, the following is requiranted, the property over provide Planning & donment has been applied to the can be updated as fair Street, Ste 300, Auglopment Services Admi	uired: Depending on wner(s) must file the Development (P&D) propriately transferred ccordingly. Copies can gusta, GA 30901. For
P&D - TREE Comment Sh	eet	Not Applicable	12/26/2024
Review #: 1 (1st Resubmit	tal) / Date Revie	wed: 12-26-24	
P&D - ENG ESPC Comme	nt Sheet	Not Applicable	12/2/2024
Dr. Malik shall send Engir	neerings' comme	nts directly to the Plan	ning Department.
P&D - ENG Gen Commer	nt Sheet	Not Applicable	12/2/2024
Dr. Malik shall send Engir	neerings' comme	nts directly to the Plan	ning Department.
P&D - TE Comment Shee		Not Applicable	12/5/2024
N/A		List Marine	
P&D - FIRE Comment Sha	eet	Approved	1/10/2025
P&D - UTIL Comment Sh	eet	Conditional Approval - No Resubmit	1/13/2025
Review Number: Second Approved w-conditions 1 services must be capped water or sanitary sewer li	. Prior to Constru at ROW. b. If bui	uction: a. All water and Iding is to extend over	sanitary sewer any functioning
P&D - RCHD Comment S	heet	Not Applicable	1/6/2025
P&D - GIS/Map Commen	t Sheet	Approved	12/2/2024
No issues at this time. DV filing Final Plat with Clerk		curate. Parcel edits to b	pe completed after
P&D - GIS/Addr Commer	nt Sheet	Approved	12/3/2024
ROW and Road to be aba	ndoned once ap	proved by Commission	n and filed with Clerk

Item 11.

MACUCH STEEL PRODUCTS, INC.

P. O. BOX 3285 AUGUSTA, GA 30914-3285 TELEPHONE (706)823-2420 FAX (706)823-2439

21 November, 2024

Re: Woodson Lane Abandonment Augusta/Richmond County, Georgia

To whom it may concern,

Macuch Steel operates a steel plant at 1527 Augusta Avenue and has for almost 77 years.

We have acquired over 15 acres over the years, including land on Holley Street and Woodson Lane directly across from our Augusta Ave facility.

We desire to acquire Woodson Lane from Poplar St to its current dead end in order to expand our facility with a steel warehouse on the Holley Street property This new warehouse would connect to our existing facility on the other side of Woodson Lane.

Macuch Steel is growing and adding jobs. The abandonment of Woodson Lane will allow us to expand further. We desire to obtain Woodson Lane as soon as possible. Once this abandonment is acquired, we will complete our master plan and submit it to Augusta Planning and Zoning for approval.

Our goal is to expand so we can continue to offer employment opportunities in Augusta. We have employed many people for many years, including individuals from the Transition Center and The Hale Foundation. We firmly believe in supporting our community by offering employment to individuals that are in need of a second chance.

Thank you!

Sincerely,

William L Macuch

Washacud

CEO

Item 11.

TECHNICAL DATA:

DATE OF SURVEY — SEPTEMBER, 2024
EQUIPMENT USED — GPS, THEODOLITE & E.D.M.
ANGULAR PRECISION — 10" PER ANGLE FIELD
PRECISION— 1 in 12,500
PLAT CLOSURE — 1 in 187,363
COMPASS ADJUSTMENT

SURVEYOR'S NOTE:

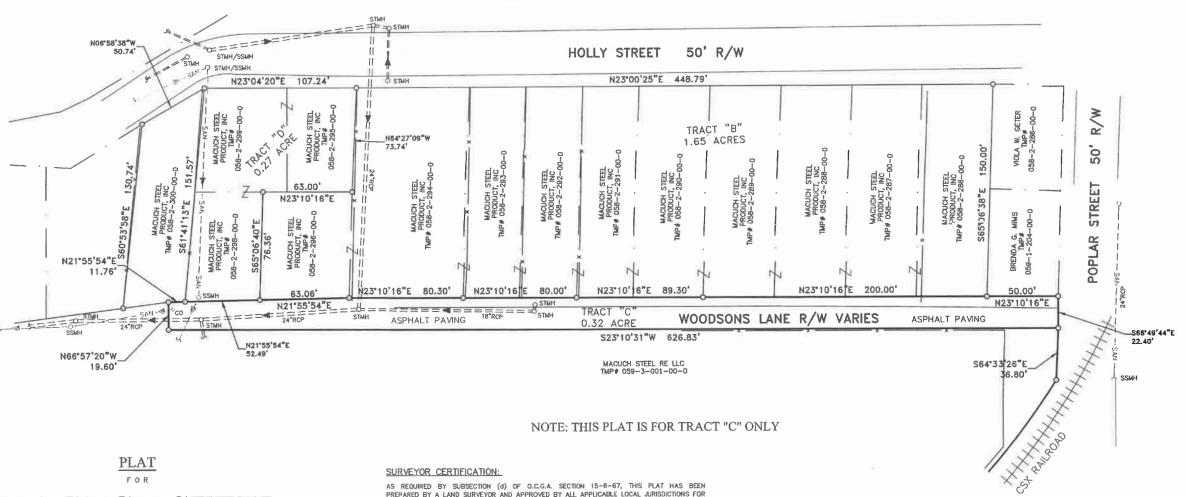
- BASIS OF BEARING IS GEORGIA STATE PLANE GRID, EAST ZONE, NORTH AMERICAN DATUM (NAD '83).
- 2. ALL DISTANCES SHOWN ARE GROUND DISTANCES.
- FIELD MEASUREMENTS FOR THIS SURVEY WERE OBTAINED WITH A TRIMBLE GPS R12I AND TRIMBLE S7 ROBOTIC TOTAL STATION.



LOCATION MAP

FOR CLERK OF COURT'S USE ONLY

FLOOD NOTE:
ACCORDING TO THE OFFICIAL FEMA FLOOD HAZARD MAP,
FIRM PANEL 13245C0130H EFFECTIVE NOVEMBER 15, 2019
THIS PROPERTY IS LOCATED IN ZONE "X", AREA OF MINIMAL
FLOOD HAZARD AND IS NOT IN A DESIGNATED 100 YEAR



MACUCH STEEL

SHOWING AREA OF WOODSONS LANE TO BE ABANDONED LOCATED IN THE 88th. G.M.D.

AUGUSTA, RICHMOND COUNTY, GEORGIA

SCALE: 1" = 40"

PTEMBER 24, 2024





452 Ellis Street, Augusta, Georgia 30901 Telephone 706-722-1588 CranstonEngIneering.com AS REQUIRED BY SUBSECTION (d) OF O.C.G.A. SECTION 15-8-67, 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.

JOHN THOMAS ATTAWAY
GEORGIA REGISTERED LAND SURVEYOR 2512

NO. 2512
NO. 2512
NO. 2512
NO. 2512
NO. 2512
NO. 2512
NO. 2512
NO. 2512
NO. 2512
NO. 2512
NO. 2512
NO. 2512
NO. 2512
NO. 2512
NO. 2512
NO. 2512
NO. 2512
NO. 2512
NO. 2512
NO. 2512
NO. 2512
NO. 2512
NO. 2512
NO. 2512
NO. 2512
NO. 2512
NO. 2512
NO. 2512
NO. 2512
NO. 2512
NO. 2512
NO. 2512
NO. 2512
NO. 2512
NO. 2512
NO. 2512
NO. 2512
NO. 2512
NO. 2512
NO. 2512
NO. 2512
NO. 2512
NO. 2512
NO. 2512
NO. 2512
NO. 2512
NO. 2512
NO. 2512
NO. 2512
NO. 2512
NO. 2512
NO. 2512
NO. 2512
NO. 2512
NO. 2512
NO. 2512
NO. 2512
NO. 2512
NO. 2512
NO. 2512
NO. 2512
NO. 2512
NO. 2512
NO. 2512
NO. 2512
NO. 2512
NO. 2512
NO. 2512
NO. 2512
NO. 2512
NO. 2512
NO. 2512
NO. 2512
NO. 2512
NO. 2512
NO. 2512
NO. 2512
NO. 2512
NO. 2512
NO. 2512
NO. 2512
NO. 2512
NO. 2512
NO. 2512
NO. 2512
NO. 2512
NO. 2512
NO. 2512
NO. 2512
NO. 2512
NO. 2512
NO. 2512
NO. 2512
NO. 2512
NO. 2512
NO. 2512
NO. 2512
NO. 2512
NO. 2512
NO. 2512
NO. 2512
NO. 2512
NO. 2512
NO. 2512
NO. 2512
NO. 2512
NO. 2512
NO. 2512
NO. 2512
NO. 2512
NO. 2512
NO. 2512
NO. 2512
NO. 2512
NO. 2512
NO. 2512
NO. 2512
NO. 2512
NO. 2512
NO. 2512
NO. 2512
NO. 2512
NO. 2512
NO. 2512
NO. 2512
NO. 2512
NO. 2512
NO. 2512
NO. 2512
NO. 2512
NO. 2512
NO. 2512
NO. 2512
NO. 2512
NO. 2512
NO. 2512
NO. 2512
NO. 2512
NO. 2512
NO. 2512
NO. 2512
NO. 2512
NO. 2512
NO. 2512
NO. 2512
NO. 2512
NO. 2512
NO. 2512
NO. 2512
NO. 2512
NO. 2512
NO. 2512
NO. 2512
NO. 2512
NO. 2512
NO. 2512
NO. 2512
NO. 2512
NO. 2512
NO. 2512
NO. 2512
NO. 2512
NO. 2512
NO. 2512
NO. 2512
NO. 2512
NO. 2512
NO. 2512
NO. 2512
NO. 2512
NO. 2512
NO. 2512
NO. 2512
NO. 2512
NO. 2512
NO. 2512
NO. 2512
NO. 2512
NO. 2512
NO. 2512
NO. 2512
NO. 2512
NO. 2512
NO. 2512
NO. 2512
NO. 2512
NO. 2512
NO. 2512
NO. 2512
NO. 2512
NO. 2512
NO. 2512
NO. 2512
NO. 2512
NO. 2512
NO. 2512
NO. 2512
NO. 2512
NO. 2512
NO. 2512
NO. 2512
NO. 2512
NO. 2512
NO. 2512
NO. 2512
NO. 2512
NO. 2512
NO. 2512
NO. 2512
NO. 2512
NO. 2512
NO. 2512
NO. 2512
NO. 2512
NO. 2512
NO. 2512
NO. 2512
NO. 2512
NO. 2512
NO. 2512
NO. 2512
NO. 2512
NO. 2512
NO. 2512
NO. 2512
NO. 2512
NO. 2512
NO.

L.S.F. 000039

NOTE:

 THE WIDTH OF WOODSONS LANE WILL BE RETAINED BY AUGUSTA, OVER THE SANITARY SEWER AND ANY OTHER UTILITIES THAT MAY BE IN WOODSONS LANE (TRACT "C" ONLY).

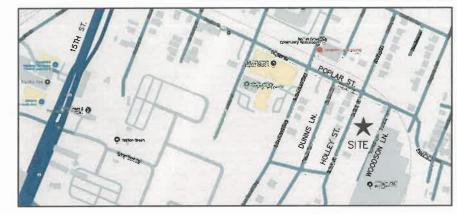
TECHNICAL DATA:

DATE OF SURVEY - SEPTEMBER, 2024
EQUIPMENT USED - GPS, THEODOUTE & E.D.M.
ANGULAR PRECISION - 10" PER ANGLE FIELD
PRECISION- 1 in 12,500
PLAT CLOSURE - 1 in 187,363
COMPASS ADJUSTMENT

SURVEYOR'S NOTE:

- BASIS OF BEARING IS GEORGIA STATE PLANE GRID, EAST ZONE, NORTH AMERICAN DATUM (NAD '83).
- 2. ALL DISTANCES SHOWN ARE GROUND DISTANCES.
- FIELD MEASUREMENTS FOR THIS SURVEY WERE OBTAINED WITH A TRIMBLE GPS R12I AND TRIMBLE S7 ROBOTIC TOTAL STATION.





LOCATION MAP

FOR CLERK OF COURT'S USE ONLY

FLOOD NOTE:

ACCORDING TO THE OFFICIAL FEMA FLOOD HAZARD MAP,
FIRM PANEL 13245C013OH EFFECTIVE NOVEMBER 15, 2019
THIS PROPERTY IS LOCATED IN ZONE "X". AREA OF MINIMAL
FLOOD HAZARD AND IS NOT IN A DESIGNATED 100 YEAR

50' R/W HOLLY STREET N23'00'25"E 448.79' 123°04'20"E 107:24" TRACT "B" N64'27'09"W 1.65 ACRES N23'10' 6"E 89.30 N23"10"16"E 200.00" N21'55'54"E H ASPHALT PAVING ASPHALT PAVIN WOODSONS LANE R/W VARIES S66'49'44"E 523'10'31 "W 626.83" N21*55'54"E 52.49' N66'57'20"W_ S6433 26"E_ MACUCH STEEL RE LLC TMP# 059-3-001-00-0 NOTE: THIS PLAT IS FOR TRACT "C" ONLY **PLAT** SURVEYOR CERTIFICATION:

MACUCH STEEL

SHOWING AREA OF WOODSONS LANE TO BE ABANDONED LOCATED IN THE 88th. G.M.D.

AUGUSTA, RICHMOND COUNTY, GEORGIA

SCALE: 1" = 40' SEPTEMBER 24, 2024







452 Eilis Street, Augusta, Georgia 30901 Telephone 706-722-1588 CranstonEngineering.com 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 APPROVALS OR OF THIS PLAT AS TO INTENDED USE OF ANY PARCEL. PURTHERMORE, THE UNDERSIGNED LAND SURVEYOR CERTIFIES THAT THIS PLAT COMPLIES WITH THE MINIMUM TECHNICAL STANDARDS FOR PROPERTY SURVEYS IN GEOGRA 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 15-6-6-7.

JOHN THOMAS ATTAWAY

GEORGIA REGISTERED LAND SURVEYOR 2512



DATE

L.S.F. 000039

NOTE:

 THE WIDTH OF WOODSONS LANE WILL BE RETAINED BY AUGUSTA, OVER THE SANITARY SEWER AND ANY OTHER UTILITIES THAT MAY BE IN WOODSONS LANE (TRACT "C" ONLY).

2015-0505

150



RE: ROW Abandonment of Woodson Lane - 1st Resubmittal/Review (S-2023-015)

From Hameed Malik < HMalik@augustaga.gov>

Date Thu 12/5/2024 10:31 AM

To Ashley Catterton <acatterton@augustaga.gov>

Cc Walt Corbin <WCORBIN@augustaga.gov>; Kevin Boyd <KBoyd@augustaga.gov>

1 attachment (1 MB)

WoodsonLnAbandonment_Transmittal_Eng.pdf;

Ashley - Previously I provided attached comments with respect to this request. No change in my comments & recommendations.

Thanks

Hameed Malik, Ph.D., PE

Director Engineering & Environmental Services Engineering Administration 452 Walker Street, Suite 110, Augusta, GA 30901 (706)796-5040

From: Ashley Catterton <acatterton@augustaga.gov>

Sent: Tuesday, December 3, 2024 7:09 PM To: Hameed Malik < HMalik@augustaga.gov>

Cc: Walt Corbin <WCORBIN@augustaga.gov>; Kevin Boyd <KBoyd@augustaga.gov> Subject: ROW Abandonment of Woodson Lane - 1st Resubmittal/Review (S-2023-015)

Importance: High

Good Evening Dr. Malik,

I hope you had a wonderful holiday break. I've received two more ROW Abandonment Applications and have attached the first one here, a resubmittal regarding the above referenced project, for review. The e-Plan application is also included if needed.

I'll be sending a separate email here shortly with the second application.

All the best.

Augusta, Georgia 30901

Phone (706) 312-5172 - Fax (706) 821-1806

PLANNING & DEVELOPMENT DEPARTMENT Email: acatterton@augustaga.gov - Website: www.augustaga.gov

"Life is like this email. Unexpected."

Augusta-Richmond County

Planning Commission Project RIGHT-OF-WAY ABANDONMENTOF WOODSON LANE SOUTH OF POPLAR STREET IN ITS ENTIRET

Pin Number	1	Owner Address	
Owner Name		Owner Phone	
Site Plan Type	Right-of-way Abandonment	Submittal Date	4/12/2017
Review Number	S-2017-003	Approval Date	
Flood Plain			
Census Tract			
Traffic Zone	1		
DOT			
Special Setback			
HPA/RIR/PDR			
Engineer	Cranston Engineering Group P.C.		
Contact			
Engineer Address	452 Ellis St		
Engineer Phone	(706) 722-1588	Engineer Fax	
Project Location	WOODSON LANE SOUTH OF POPLAR	STREET	
Project Description	RIGHT-OF-WAY ABANDONMENT		
PW Eng NPDES	\$0.00	Fee Paid	\$0.00
ARC NPDES	\$0.00	Disturbed Acreage	
City Engineer	4-12-2017		
Utilities	4-12-2017		
Traffic Engineer	4-12-2017		
Health Dept			
Fire Dept	4-12-2017		
Soil Conservation			
Tree and Landscape			
GA Power		Bell South	
Comcast		GA Natural Gas	
EMC-Jefferson Electric		E-911	
GA Power Transmissions		Post Office	
GIS	NORNED ET YM	16 bol	
Agency Approval	CONDITINU CONDITINU	Approval Date	

Right-of-Way Abandonment
S-2017-003 [Abandonment of Woodson Lane south of Poplar Street)

Augusta Engineering Comments June 20, 2017 Reviewer: Hameed Malik

APPROVED with following comments

CONDITIONS:

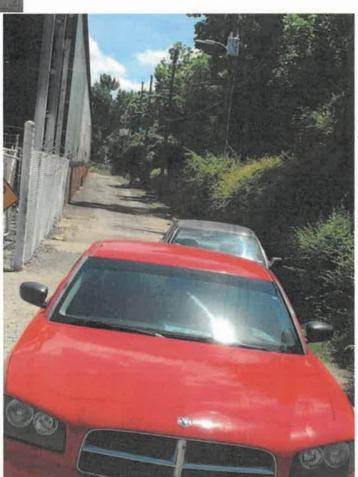
Abandonment should be subject to following conditions. Prior to executing final abandonment document following conditions shall be satisfied.

- 1) Per site visit on June 2, 2017, it was observed that Power poles present at several locations and power line run through this ROW. There may be other underground utilities too. Requester shall evaluate presence of these utilities.
- 2) Power Poles are present within this alley ROW and will need permanent easements and access. Impacted utilities shall be contacted to determine easements & access needs.

Item 11.









Cranston Engineering Group, P.C.

ENGINEERS - PLANNERS - SURVEYORS

AUGUSTA - CHARLESTON - HILTON HEAD

452 ELLIS STREET, AUGUSTA, GEORGIA 30901 POST OFFICE BOX 2546, AUGUSTA, GEORGIA 30903 TELEPHONE 706-722-1588 www.crapstonengingering.com

April 11, 2017

Ms. Terri Turner
ARC - Planning and Development Department
535 Telfair Street, Ste. 300
Augusta, GA 30901

RE: Woodson Lane Right-of-Way Abandonment

Richmond County, Georgia CEG Job No.: 2015-0505

Dear Terri:

Pursuant to our meeting this morning, we are submitting this letter on behalf of our client, Macuch Steel Products, to initiate the abandonment of the right-of-way for Woodson Lane south of Poplar Street, consisting of approximately .32 acres. With the exception of 1406 Poplar Street, which is on the southwest corner of the intersection of Woodson Lane and Poplar Street and is accessed from Poplar Street, Macuch Steel Products owns all of the property on both sides of Woodson Lane. I have attached a "hi-lited" plan sheet that illustrates the limits of the requested abandonment for your convenience.

We trust that the information provided is suitable to initiate the right-of-way abandonment process. Should you have any questions or need any additional information concerning this matter, please do not hesitate to contact us at your convenience.

Sincerely,

CRANSTON ENGINEERING GROUP, P.C.

Dennis J. Welch, P.E.

Enclosures DJW/djw

Item 11.

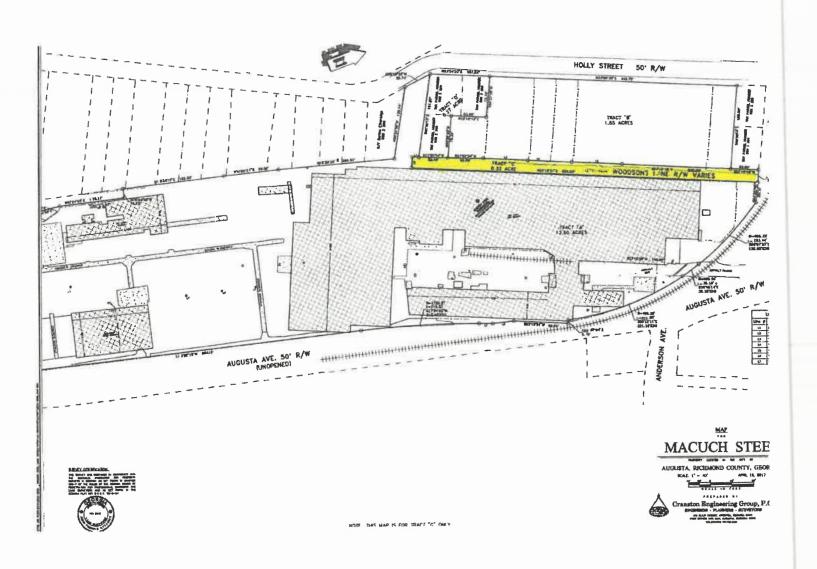


EXHIBIT "A"

All that lot, tract, or parcel of land, situated, lying and being in the State of Georgia, County of Richmond containing 0.32 acres, more or less, and being designated as "Tract C", on a plat prepared by Cranston Engineering for Macuch Steel Products, Inc. dated September 24, 2024.



Engineering Services Committee Meeting

3/11/2025 1:05PM

Determination of portions of Dogwood Terrace Apartments for abandonment

Department: Legal Department

Presenter: Jim Plunkett

Caption: Motion to determine that portion of Dogwood Terrace Apartments

,approximately 940 feet of Fifteenth Ave, 326 feet of Dudley Street, 1264 feet of First Avenue, 1155 feet of Second Avenue, 1393 feet of Third Avenue, 722 feet of Leonard Drive and 877 feet of Old Savannah Road as shown on the attached plat, has ceased to be used by the public to the extent that no substantial public purpose is served by it or that its removed from the county road system is otherwise in the best public interest, and a public hearing shall be held regarding the issue of abandonment pursuant to O.C.G.A. 32 -7-2, with

the abandoned property to be quit-claimed to the appropriate party(ies).

Background: N/A

Analysis: N/A

Financial Impact: N/A

Alternatives: Do not approve and Augusta maintains responsibility for the road.

Recommendation: Approve the determination process to allow Engineering to review portions

of Dogwood Terrace Apartments for road abandonment process

Funds are available in $\ N/A$

the following accounts:

REVIEWED AND Law.

APPROVED BY: Engineering.

Planning.

Leonard Drive

All that tract or parcel of land lying and being in the 89th G.M.D, Augusta, Richmond County, Georgia, and being shown and designated as <u>Leonard Drive</u> on that ALTA/ACSM Land Title Survey of Dogwood Terrace Apartments prepared for The Housing Authority of the City of Augusta, prepared by John Thomas Attaway, GA RLS No. 2512, of Cranston Engineering Group, P.C., dated February 7, 2013, revised March 11, 2013, and recorded April 22, 2013 in the Office of the Clerk of Superior Court of Richmond County, Georgia in Book 9, page 67 (the "Plat"). Said Leonard Drive extends from the southern right-of-way line of First Ave, as shown on the Plat, to the northern right-of-way line of Third Ave, as shown on the Plat.

Bolt Drive

All that tract or parcel of land lying and being in the 89th G.M.D, Augusta, Richmond County, Georgia, and being shown and designated as **Bolt Drive** on that ALTA/ACSM Land Title Survey of Dogwood Terrace Apartments prepared for The Housing Authority of the City of Augusta, prepared by John Thomas Attaway, GA RLS No. 2512, of Cranston Engineering Group, P.C., dated February 7, 2013, revised March 11, 2013, and recorded April 22, 2013 in the Office of the Clerk of Superior Court of Richmond County, Georgia in Book 9, page 67 (the "Plat"). Said Bolt Drive extends from the southern right-of-way line of Fifteenth Ave, as shown on the Plat, to the northern right-of-way line of Third Ave, as shown on the Plat.

Dudley Drive

All that tract or parcel of land lying and being in the 89th G.M.D, Augusta, Richmond County, Georgia, and being shown and designated as <u>Dudley Drive</u> on that ALTA/ACSM Land Title Survey of Dogwood Terrace Apartments prepared for The Housing Authority of the City of Augusta, prepared by John Thomas Attaway, GA RLS No. 2512, of Cranston Engineering Group, P.C., dated February 7, 2013, revised March 11, 2013, and recorded April 22, 2013 in the Office of the Clerk of Superior Court of Richmond County, Georgia in Book 9, page 67 (the "Plat"). Said Dudley Drive extends from the southern right-of-way line of Fifteenth Ave, as shown on the Plat, to the northern right-of-way line of First Ave, as shown on the Plat.

First Ave

All that tract or parcel of land lying and being in the 89th G.M.D, Augusta, Richmond County, Georgia, and being shown and designated as that portion of <u>First Ave</u> on that ALTA/ACSM Land Title Survey of Dogwood Terrace Apartments prepared for The Housing Authority of the City of Augusta, prepared by John Thomas Attaway, GA RLS No. 2512, of Cranston Engineering Group, P.C., dated February 7, 2013, revised March 11, 2013, and recorded April 22, 2013 in the Office of the Clerk of Superior Court of Richmond County, Georgia in Book 9, page 67 (the "Plat"). Said portion of First Ave being bounded on the east by the western right-of-way line of Old Savannah

{02144583-1}

Road, as shown on the Plat, and on the west by a line commencing at the northwest corner of Tract "E," as shown on the Plat, and continuing N 38°17'50" E a distance of 37.12 feet to the southwest corner of Tract "A," as shown on the Plat.

Second Ave

All that tract or parcel of land lying and being in the 89th G.M.D, Augusta, Richmond County, Georgia, and being shown and designated as that portion of Second Ave on that ALTA/ACSM Land Title Survey of Dogwood Terrace Apartments prepared for The Housing Authority of the City of Augusta, prepared by John Thomas Attaway, GA RLS No. 2512, of Cranston Engineering Group, P.C., dated February 7, 2013, revised March 11, 2013, and recorded April 22, 2013 in the Office of the Clerk of Superior Court of Richmond County, Georgia in Book 9, page 67 (the "Plat"). Said portion of Second Ave being bounded on the east by the western right-of-way line of Old Savannah Road, as shown on the Plat, and on the west by a line commencing at the northwest corner of Tract "H," as shown on the Plat, and continuing N 38°17'50" E a distance of 37.12 feet to the southwest corner of Tract "E," as shown on the Plat.

Third Ave

All that tract or parcel of land lying and being in the 89th G.M.D, Augusta, Richmond County, Georgia, and being shown and designated as that portion of <u>Third Ave</u> on that ALTA/ACSM Land Title Survey of Dogwood Terrace Apartments prepared for The Housing Authority of the City of Augusta, prepared by John Thomas Attaway, GA RLS No. 2512, of Cranston Engineering Group, P.C., dated February 7, 2013, revised March 11, 2013, and recorded April 22, 2013 in the Office of the Clerk of Superior Court of Richmond County, Georgia in Book 9, page 67 (the "Plat"). Said portion of Third Ave being bounded on the east by the western right-of-way line of Old Savannah Road, as shown on the Plat, and on the west by a line commencing at the northwest corner of Tract "K," as shown on the Plat, and continuing N 38°17'50" E a distance of 37.13 feet to the southwest corner of Tract "H," as shown on the Plat.

{02144583-1}

Development Project Inquiry

Search By: Project Review Number >

S-2024-008

Find Projects

Dogwood Abandonment Transportation - ROW Abandonment Review No: S-2024-008

<u>Project Information</u>	Review Status	Additional Review (Comments 87634
P&D - Zoning Commer	nt Sheet	Conditional Approval - No Resubmit	1/3/2025
For Conditional Approv Augusta Commission, i deed/plat for recording to ensure that the ROW Real Estate/Tax Records submitted in person to	ral, the following f granted, the pro g and then provid / Abandonment h and GIS maps ca P&D at 535 Telfa ey Catterton Dev	876346 Plan Review No. 1 is required: Depending of operty owner(s) must file e Planning & Developmen has been appropriately tr an be updated according ir Street, Ste 300, August elopment Services Admin 86	on approval of the the necessary ent (P&D) with a cop- ansferred so that ly. Copies can be ca, GA 30901. For
P&D - TREE Comment	Sheet	Not Applicable	1/3/2025
P&D - ENG ESPC Comr Dr Malik will send Engi		Not Applicable	11/21/2024 ng Department.
P&D - ENG Gen Comm	ent Sheet	Not Applicable	11/21/2024
Dr Malik will send Engi	neering's comme	nts directly to the Planni	ng Department.
P&D - TE Comment Sh		Not Applicable	12/18/2024
P&D - FIRE Comment S	iheet	Approved	1/10/2025
P&D - UTIL Comment S	Sheet	Conditional Approval - No Resubmit	12/20/2024
Approved w-conditions	If 15th Ave and/	21-24 Date Reviewed: 12 or Old Savannah Road is anitary sewer) must be re	abandoned,
P&D - RCHD Comment	Sheet	Not Applicable	1/6/2025
P&D - GIS/Map Comm		Approved	12/2/2024
No issues at this time. I	JWG is spatially a	ccurate.	

AUGUSTA AIKEN EVANS

CHRISTOPHER A. COSPER

- LICENSED IN GEORGIA AND SOUTH CAROLINA

CCOSPER@HULLBARRETT.COM

November 15, 2024

VIA ONLINE PORTAL

Augusta-Richmond County Housing Authority Attention: Richard Arfman, Director of Planning & Development P.O. Box 3246 Augusta, Georgia 30914-3426

Re: Possible Abandonment of All Roads in Dogwood Public Housing Complex

Dear Mr. Arfman,

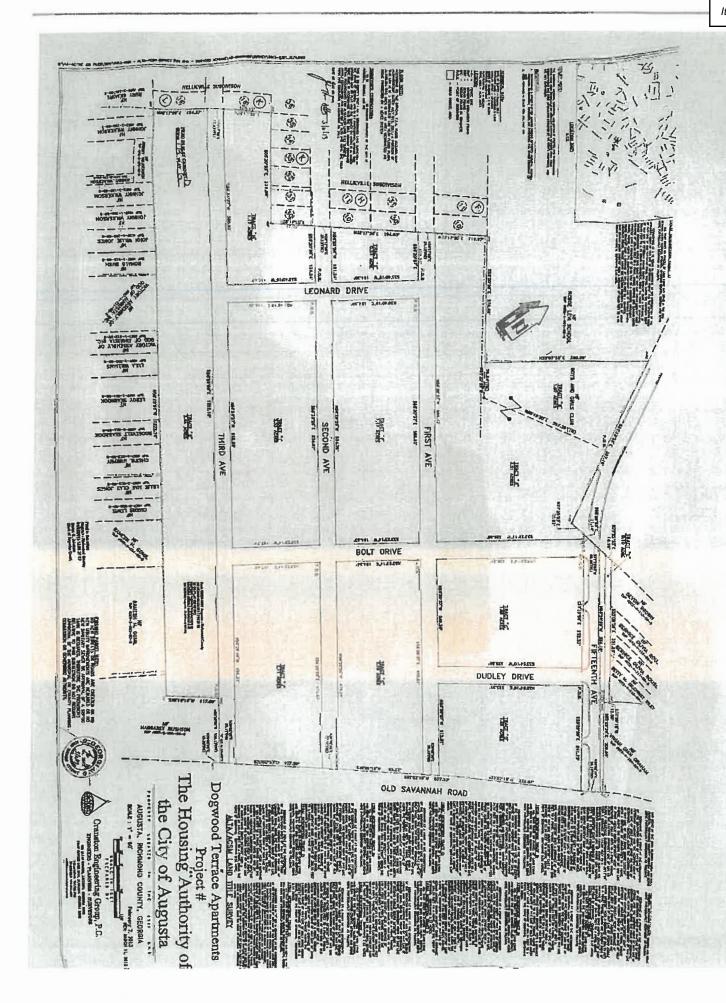
I am the attorney for the Augusta Housing Authority. We are seeking to demolish the apartments at the Dogwood Public Housing Complex and desire to remove the roads at that time as well. In order to do so, we need to have the internal roads abandoned by the County for the redevelopment. We request approval to determine that All Roads in Dogwood Public Housing Complex, as shown on the attached plat and including approximately 940 feet of Fifteenth Avenue, 326 feet of Dudley Street, 1,264 feet of First Avenue, 1,155 feet of Second Avenue, 1,393 feet of Third Avenue, 722 feet of Bolt Drive, 393 feet of Leonard Drive and 877 feet of Old Savannah Road, have ceased to be used by the public to the extent that no substantial public purpose is served, that its removal from the county road system is otherwise in the best public interest or public safety is placed in jeopardy by the Right-of-Way, and that a public hearing shall be held regarding the issue of abandonment pursuant to O.C.G.A. § 32-7-2.

Should you have any questions in this regard, please do not hesitate to contact our office.

Sincerely,

Christopher A. Cosper, Attorney

WWW.HULLBARRETT.COM





RE: Dogwood Public Housing Complex - ROW Abandonment Application (S-2024-008)

From Hameed Malik < HMalik@augustaga.gov>

Date Tue 12/31/2024 4:14 PM

To Ashley Catterton <acatterton@augustaga.gov>

Cc Walt Corbin <WCORBIN@augustaga.gov>

1 attachment (449 KB)

AED-Comments-Dogwood PH Complex-Road Abandonment 12312024.pdf;

My comments attached. I am approving with several stipulations. Thanks

Hameed Malik, Ph.D., PE

Director Engineering & Environmental Services
Engineering Administration
452 Walker Street, Suite 110, Augusta, GA 30901
(706)796-5040

From: Ashley Catterton <acatterton@augustaga.gov>

Sent: Tuesday, December 31, 2024 2:50 PM To: Hameed Malik < HMalik@augustaga.gov>

Subject: Re: Dogwood Public Housing Complex - ROW Abandonment Application (S-2024-008)

Great, thanks for the update!

I have an additional question regarding when reviews are completed and we receive your comments.

1. Do the applicants receive a separate notice from you informing them of your decision? I know in Cityworks the comments state that they are being sent to P&D, therefore I was wondering if we needed to update the applicant as well or how does that work?

All the best,

ASHLE DEVEL

ASHLEY CATTERTON

DEVELOPMENT SERVICES ADMINISTRATOR

535 Telfair Street - Suite 300 Augusta, Georgia 30901

Phone (706) 312-5172 - Fax (706) 821-1806

PLANNING & DEVELOPMENT DEPARTMENT Email: acatterton@augustaga.gov - Website: www.augustaga.gov

"Life is like this email. unexpected."

From: Hameed Malik < HMalik@augustaga.gov > Sent: Tuesday, December 31, 2024 2:28 PM

164

To: Ashley Catterton <a catterton@augustaga.gov>

Subject: RE: Dogwood Public Housing Complex - ROW Abandonment Application (S-2024-008)

Thanks for follow up. Yes, I did completed site visit and review. I need to send to my comments. I will do conditional approval because there are several utilities (water, sewer, power, communications). Requester has to work with these utilities to relocate or provide them easements (if not relocated). Thanks

Hameed Malik, Ph.D., PE

Director Engineering & Environmental Services
Engineering Administration
452 Walker Street, Suite 110, Augusta, GA 30901
(706)796-5040

From: Ashley Catterton acatterton@augustaga.gov>

Sent: Tuesday, December 31, 2024 11:18 AM To: Hameed Malik < Malik @augustaga.gov >

Subject: Re: Dogwood Public Housing Complex - ROW Abandonment Application (S-2024-008)

Good Morning Dr. Malik,

I just wanted to follow up to see if you've reviewed this application yet?

Let me know - Thanks!

All the best,

Angusta.

_ ASHLEY CATTERTON

DEVELOPMENT SERVICES ADMINISTRATOR

535 Telfair Street - Suite 300 Augusta, Georgia 30901

Phone (706) 312-5172 - Fax (706) 821-1806

PLANNING & DEVELOPMENT DEPARTMENT Email: acatterton@augustaga.gov - Website: www.augustaga.gov

"Life is like this email. Unexpected."

From: Hameed Malik < <u>HMalik@augustaga.gov</u>>
Sent: Thursday, November 21, 2024 5:49 PM
To: Ashley Catterton < <u>acatterton@augustaga.gov</u>>

Subject: RE: Dogwood Public Housing Complex - ROW Abandonment Application (S-2024-008)

Received. Will review it and provide feedback soon.

Hameed Malik, Ph.D., PE

Director Engineering & Environmental Services
Engineering Administration
452 Walker Street, Suite 110, Augusta, GA 30901
(706)796-5040

From: Ashley Catterton <a catterton@augustaga.gov>
Sent: Wednesday, November 20, 2024 8:17 PM
To: Hameed Malik HMALIK@augustaga.gov

Item 12.

Cc: Walt Corbin < WCORBIN@augustaga.gov>; Kevin Boyd < KBoyd@augustaga.gov>; Brian Kepner

<BKepner@augustaga.gov>

Subject: Dogwood Public Housing Complex - ROW Abandonment Application (S-2024-008)

Importance: High

Dr. Malik -

I've attached the following documents for review regarding the above referenced project from Augusta Housing Authority. Please let me know if you need anything else or have any additional questions.

All the best,

_ ASHLEY CATTERTON

DEVELOPMENT SERVICES ADMINISTRATOR

A 535 Telfair Street - Suite 300 Augusta, Georgia 30901

Phone (706) 312-5172 - Fax (706) 821-1806

PLANNING & DEVELOPMENT DEPARTMENT Email: acatterton@augustaga.gov - Website: www.augustaga.gov

"Life is like this email. unexpected."

This e-mail contains confidential information and is intended only for the individual named. If you are not the named addressee, you should not disseminate, distribute or copy this e-mail. Please notify the sender immediately by e-mail if you have received this e-mail by mistake and delete this e-mail from your system. The City of Augusta accepts no liability for the content of this e-mail or for the consequences of any actions taken on the basis of the information provided, unless that information is subsequently confirmed in writing. Any views or opinions presented in this e-mail are solely those of the author and do not necessarily represent those of the City of Augusta. E-mail transmissions cannot be guaranteed to be secure or error-free as information could be intercepted, corrupted, lost, destroyed, arrive late or incomplete, or contain viruses. The sender therefore does not accept liability for any errors or omissions in the content of this message which arise as a result of the e-mail transmission. If verification is required, please request a hard copy version.

AED:104.1

Right-of-Way Abandonment S-2024-008 [Dogwood Housing Complex – Abandonment of all Internal Roads]

Augusta Engineering Comments

December 31, 2024 Reviewer: Hameed Malik

APPROVED with Stipulations

Stipulations:

- Engineering Approval is limited to following road sections that run through the Dogwood Public Housing Complex [see attached marked map and Hull Barrett Attorneys Letter with Plat as reference documents).
 - The Complex internal roads and passing through roads are: Internal (Dudley Dr., Bolt Dr., and Leonard Dr.), Passing through (First Ave., Second Ave., and Third Ave.,). <u>Passing through road will requires construction turn around (Cul-de-Sec)</u>.
 - ii) First Ave- Construct Turn Around at the complex terminate at Boykin PI Ext. end)
 - Second Ave- Construct Turn Around at the complex terminate at Boykin Pl Ext. end)
 - iv) Third Ave- Construct Turn Around at the complex terminate at Boykin PI Ext. end)
- 2) Public & Private Utilities noted within the Complex. Requester needs to relocate these utilities or provide unrestricted access to these utilizes for the utility's owners/operators.
- Requester shall take ownership & maintenance of any public storm conveyance system present within the Complex boundary.

Attachments-Area GIS Map & HB Attorneys letter with Plat

Augusta, GA



_egend

GEORGIA

IT Department - GIS Division 535 Telfair St Bidg 2000 | Augusta, GA 30901 www.sugustage.gov/gis | gis@augustage.gov

Map Scale 1:4,800

Print Date Nov 5, 2024

The date represented on this map has been compiled by the best methods evailable. Accuracy is contingent upon the source information as compiled by various ejective and department both the more and externed to the consolidated government of Augusts, GA. Alloyeds, GA and be companies of the contracted to develop these date assume no legal responsibilities for the Information or securacy continued on this map. It is strictly facilities and or reproduce these maps or date for reproduce these maps or date for any reason without the written contained of the Augusts Commiss.



AUGUSTA AIKEN EVANS

CHRISTOPHER A. COSPER

- LICENSED IN GEORGIA AND SOUTH CAROLINA

CCOSPER@HULLBARRETT.COM

November 15, 2024

VIA ONLINE PORTAL

Augusta-Richmond County Housing Authority Attention: Richard Arfman, Director of Planning & Development P.O. Box 3246 Augusta, Georgia 30914-3426

Re: Possible Abandonment of All Roads in Dogwood Public Housing Complex

Dear Mr. Arfman,

I am the attorney for the Augusta Housing Authority. We are seeking to demolish the apartments at the Dogwood Public Housing Complex and desire to remove the roads at that time as well. In order to do so, we need to have the internal roads abandoned by the County for the redevelopment. We request approval to determine that All Roads in Dogwood Public Housing Complex, as shown on the attached plat and including approximately 940 feet of Fifteenth Avenue, 326 feet of Dudley Street, 1,264 feet of First Avenue, 1,155 feet of Second Avenue, 1,393 feet of Third Avenue, 722 feet of Bolt Drive, 393 feet of Leonard Drive and 877 feet of Old Savannah Road, have ceased to be used by the public to the extent that no substantial public purpose is served, that its removal from the county road system is otherwise in the best public interest or public safety is placed in jeopardy by the Right-of-Way, and that a public hearing shall be held regarding the issue of abandonment pursuant to O.C.G.A. § 32-7-2.

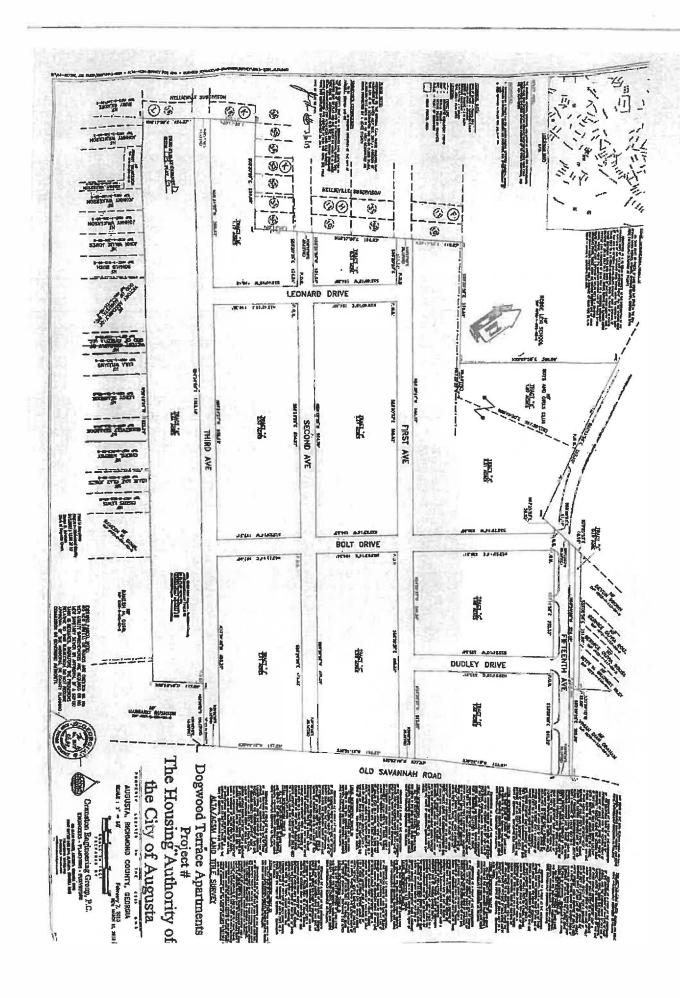
Should you have any questions in this regard, please do not hesitate to contact our office.

Sincerely,

Christopher A. Cosper, Attorney

WWW.HULLBARRETT.COM

HULL BARRETT, P.C., 801 BROAD STREET, 7TH FLOOR, AUGUSTA, GEORGIA 30901
TELEPHONE: (706) 722-4481 | FAX: (706) 722-9779
MAILING ADDRESS: POST OFFICE BOX 1564, AUGUSTA, GEORGIA 30903-1564





Engineering Services Committee Meeting

March 25, 2025

Minutes

Department: N/A

Presenter: N/A

Caption: Motion to approve the minutes of the March 11, 2025 Engineering Services

Committee Meeting.

N/A

Background: N/A

Analysis: N/A

Financial Impact: N/A

Alternatives: N/A

Recommendation: N/A

Funds are available in N/A

the following accounts:

REVIEWED AND

APPROVED BY:



ENGINEERING SERVICES COMMITTEE MEETING MINUTES

Commission Chamber Tuesday, March 11, 2025 1:05 PM

PRESENT:

Commissioner Alvin Mason, Chair
Commissioner Don Clark, Co-Chair
Commissioner Wayne Guilfoyle, Member
Commissioner Jordan Johnson, Member
Mayor Johnson
Commissioner Francine Scott
Commissioner Tina Slendak
Commissioner Tony Lewis

Commissioner Stacy Pulliam

Commissioner Catherine Rice

ABSENT:

Commissioner Jordan Johnson, Member

1. Approve the deed of dedications, maintenance agreements, and road resolutions submitted by the Engineering Department and the Augusta Utilities Department for Captains Corner, Phase 2.

Motion to approve

Motion made by Guilfoyle and seconded by Clark Voting yea Clark, Guilfoyle, Mason

Moton carries 3-0

2. Approve supplement funding (supplement 4) in amount not to exceed \$15.0 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

Motion to approve

Motion made by Guilfoyle and seconded by Clark Voting yea Clark, Guilfoyle, Mason

Motion carries 3-0

Item 13.

3. Approve supplement funding (supplement 5) in amount not to exceed \$3.728 million 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

Motion to approve

Motion made by Guilfoyle and seconded by Clark Voting yea Clark, Guilfoyle, Mason

Moton carries 3-0

Approve the extension of the existing 2024 MOU with Augusta University and the signing of the 2025 MOU for an internship program centered around environmental and smart city sensors and programs.

Motion to approve

Motion made by Guilfoyle and seconded by Clark Voting yea Clark, Guilfoyle, Mason

Moton carries 3-0

Approve Vacant Lot Program Fee Charge Updated Rate Structure, depicted as attached Exhibit A, effective April 1, 2025 to cover the current cost of the vacant lot program Services. AE

Motion to refer to the General Counsel and Engineering Director for further study.

Motion made by Clark and seconded by Guilfoyle Voting yea Clark, Guilfoyle, Mason

Moton carries 3-0

W.W. Williams to provide onsite technical services for #6 and #7 Diesel Engine for the period to include the Augusta National Tournament for a fee of \$45,731.80.

Forwarded to the full commission without recommendation.

Augusta Corporate Park Easement Deed and Lift Station Warranty Deed.

Motion to approve

Motion made by Clark and seconded by Guilfoyle Voting yea Clark, Guilfoyle Mason

Motion to **approve** the minutes of the February 25, 2025, Engineering Service Committee Meeting.

Motion to approve

Motion made by Guilfoyle and seconded by Clark Voting yea Clark, Guilfoyle, Mason

Motion carries 3-0