



CITY OF NORMAN, OK CITY COUNCIL REGULAR MEETING

Municipal Building, Council Chambers, 201 West Gray, Norman, OK 73069
Tuesday, April 09, 2024 at 6:30 PM

AGENDA

It is the policy of the City of Norman that no person or groups of persons shall on the grounds of race, color, religion, ancestry, national origin, age, place of birth, sex, sexual orientation, gender identity or expression, familial status, marital status, including marriage to a person of the same sex, disability, relation, or genetic information, be excluded from participation in, be denied the benefits of, or otherwise subjected to discrimination in employment activities or in all programs, services, or activities administered by the City, its recipients, sub-recipients, and contractors. In the event of any comments, complaints, modifications, accommodations, alternative formats, and auxiliary aids and services regarding accessibility or inclusion, please contact the ADA Technician at 405-366-5424, Relay Service: 711. To better serve you, five (5) business days' advance notice is preferred.

CITY COUNCIL, NORMAN UTILITIES AUTHORITY, NORMAN MUNICIPAL AUTHORITY, AND NORMAN TAX INCREMENT FINANCE AUTHORITY

You are required to sign up in advance of the meeting on the City's webpage, by calling the City Clerk's Office (405-366-5406), or at the Council Chambers prior to the start of the meeting with your name, ward, and item you wish to speak to including whether you are a proponent or opponent. When the time comes for public comments, the Clerk will call your name and you can make your way to the podium. Comments may be limited on items of higher interest, if so, the Mayor will announce that at the beginning of the meeting. Participants may speak one time only up to 3 minutes per person per item. There will be no yielding of time to another person. Sign up does not guarantee you will get to speak if the allotted time for that item has already been exhausted. If there is time remaining after those registered to speak have spoken, persons not previously signed up may have the opportunity to speak. Comments received must be limited to the motion on the floor only.

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE

APPROVAL OF MINUTES

- 1. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF THE MINUTES AS FOLLOWS:**

CITY COUNCIL FINANCE COMMITTEE MEETING MINUTES OF MARCH 21, 2024

AWARDS AND PRESENTATIONS

PROCLAMATIONS

2. CONSIDERATION OF ACKNOWLEDGEMENT, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF PROCLAMATION P-2324-27: A PROCLAMATION OF THE MAYOR OF THE CITY OF NORMAN, OKLAHOMA, PROCLAIMING THE MONTH OF APRIL, 2024, AS FAIR HOUSING MONTH IN THE CITY OF NORMAN.
3. CONSIDERATION OF ACKNOWLEDGEMENT, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF PROCLAMATION P-2324-28: A PROCLAMATION OF THE MAYOR OF THE CITY OF NORMAN, OKLAHOMA, PROCLAIMING THE WEEK OF APRIL 8-12, 2024, AS NATIONAL COMMUNITY DEVELOPMENT WEEK IN THE CITY OF NORMAN.

COUNCIL ANNOUNCEMENTS

CONSENT DOCKET

This item is placed on the agenda so that the City Council, by unanimous consent, can designate those routine agenda items that they wish to be approved or acknowledged by one motion. If any item proposed does not meet with approval of all Councilmembers, that item will be heard in regular order. Staff recommends that Item 4 through Item 20 be placed on the consent docket.

First Reading Ordinance

4. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE O-2324-41 UPON FIRST READING BY TITLE: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 36-201 OF THE CODE OF THE CITY OF NORMAN SO AS TO REMOVE LOT ONE (1), BLOCK ONE (1), OF ROSE ROCK SCHOOL ADDITION, TO NORMAN, CLEVELAND COUNTY, OKLAHOMA, FROM THE PUD, PLANNED UNIT DEVELOPMENT DISTRICT, AND PLACE SAME IN THE SPUD, SIMPLE PLANNED UNIT DEVELOPMENT DISTRICT; AND PROVIDING FOR THE SEVERABILITY THEREOF. (1515 WEST MAIN STREET)

Reports/Communications

5. CONSIDERATION OF SUBMISSION, ACKNOWLEDGEMENT, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RECEIPT OF REPORT ENTITLED "THE CITY OF NORMAN SINGLE AUDIT REPORT FOR THE YEAR ENDED JUNE 30, 2023," AS PREPARED BY THE CITY OF NORMAN FINANCE DEPARTMENT AND AUDITED BY THE FIRM OF FORVIS, L.L.P., FOR THE CITY OF NORMAN, OKLAHOMA, NORMAN UTILITIES AUTHORITY, NORMAN MUNICIPAL AUTHORITY, NORMAN ECONOMIC DEVELOPMENT AUTHORITY AND NORMAN TAX INCREMENT FINANCE AUTHORITY.

Contracts

6. CONSIDERATION OF ACCEPTANCE, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF AMENDMENT ONE TO CONTRACT K-2223-16: BY AND BETWEEN THE NORMAN UTILITIES AUTHORITY AND PLUMMER ASSOCIATES, INC., IN THE AMOUNT OF \$49,286 FOR A REVISED CONTRACT AMOUNT OF \$578,186 TO PROVIDE ADDITIONAL ENGINEERING DESIGN SERVICES FOR THE GROUNDWATER BLENDING AND DISINFECTION SYSTEM PROJECT.
7. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2324-35: BY AND BETWEEN THE NORMAN UTILITIES AUTHORITY AND THIRKETTLE CORPORATION DBA UTILIUSE, IN THE AMOUNT OF \$16,827,912.23 FOR THE MASTER SERVICES AGREEMENT FOR THE ADVANCED WATER METER INFRASTRUCTURE PROJECT, AND AUTHORIZE EXECUTION OF PERFORMANCE BOND B-2223-79, STATUTORY BOND B-2223-80, AND MAINTENANCE BOND MB-2223-64 CONTINGENT UPON CITY ATTORNEY APPROVAL.
8. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2324-36: BY AND BETWEEN THE NORMAN UTILITIES AUTHORITY AND SENSUS USA, INC., FOR THE SOFTWARE AS A SERVICE AND SPECTRUM LEASE AGREEMENT FOR THE ADVANCED WATER METER INFRASTRUCTURE PROJECT.
9. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2324-37: BY AND BETWEEN THE NORMAN UTILITIES AUTHORITY AND N. HARRIS COMPUTER CORPORATION, IN THE AMOUNT OF \$332,891 FOR THE MASTER AGREEMENT SOFTWARE LICENSE, SERVICES, AND SUPPORT AND MAINTENANCE AGREEMENT FOR THE ADVANCED WATER METER INFRASTRUCTURE PROJECT.
10. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2324-38: BY AND BETWEEN THE NORMAN UTILITIES AUTHORITY AND N. HARRIS COMPUTER CORPORATION, IN THE AMOUNT OF \$362,056 FOR THE SMARTWORKS SOFTWARE SERVICES AGREEMENT FOR THE ADVANCED WATER METER INFRASTRUCTURE PROJECT.
11. CONSIDERATION OF APPROVAL, ACCEPTANCE, ADOPTION, AUTHORIZATION, REJECTION AND/OR POSTPONEMENT OF BID 2324-45, CONTRACT K-2324-142: BY AND BETWEEN THE NORMAN UTILITIES AUTHORITY AND SOUTHWEST WATER WORKS, LLC, IN THE AMOUNT OF \$3,250,256; AUTHORIZATION TO EXECUTE PERFORMANCE BOND B-2324-57, STATUTORY BOND B-2324-58, AND MAINTENANCE BOND MB-2324-57 CONTINGENT UPON THE CITY ATTORNEY'S APPROVAL FOR THE PARSONS ADDITION WATERLINE REPLACEMENT - PHASE II; AUTHORIZATION TO PURCHASE MATERIALS ON BEHALF OF THE CONTRACTOR; AND TRANSFER OF FUNDS BETWEEN PROJECTS AS OUTLINED IN THE STAFF REPORT.

12. CONSIDERATION OF ACCEPTANCE, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2324-151: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND MKEC ENGINEERING INC., IN THE AMOUNT OF \$188,750 TO PROVIDE ENGINEERING DESIGN SERVICES FOR THE EAST POST OAK ROAD BRIDGE OVER JIM BLUE CREEK TRIBUTARY BOND PROJECT AND BUDGET APPROPRIATION AS OUTLINED IN THE STAFF REPORT.
13. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2324-152: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND CEC CORPORATION, IN THE AMOUNT OF \$59,426 TO PROVIDE ENGINEERING DESIGN SERVICES FOR THE MAIN STREET BRIDGE OVER MERKLE CREEK BOND PROJECT AND BUDGET APPROPRIATION AS OUTLINED IN THE STAFF REPORT.
14. CONSIDERATION OF ACCEPTANCE, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2324-153: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND H.W. LOCHNER INC, IN THE AMOUNT OF \$223,050 TO PROVIDE ENGINEERING DESIGN SERVICES FOR THE FRANKLIN ROAD BRIDGE OVER LITTLE RIVER BOND PROJECT AND BUDGET APPROPRIATION AS OUTLINED IN THE STAFF REPORT.
15. CONSIDERATION OF ACCEPTANCE, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2324-154: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND AGUIRRE & FIELDS, L.P., IN THE AMOUNT OF \$174,425 TO PROVIDE ENGINEERING DESIGN SERVICES FOR THE 24TH AVENUE SW BRIDGE OVER MERKLE CREEK BOND PROJECT AND BUDGET APPROPRIATION AS OUTLINED IN THE STAFF REPORT.
16. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2324-155: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND GARVER, L.L.C., IN THE AMOUNT OF \$1,508,638 TO PROVIDE ENGINEERING DESIGN SERVICES FOR THE NORTH PORTER AVENUE BRIDGE OVER LITTLE RIVER BOND PROJECT AND BUDGET APPROPRIATION AS OUTLINED IN THE STAFF REPORT.
17. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT AND/OR POSTPONEMENT OF CONTRACT K-2324-161: A FINANCIAL SERVICES AGREEMENT BY AND BETWEEN THE NORMAN TAX INCREMENT FINANCE AUTHORITY AND COALIGN GROUP, L.L.C., TO AUTHORIZE THEIR CONTINUED SERVICES IN ANALYSIS OF THE PROPOSED UNIVERSITY NORTH PARK TAX INCREMENT FINANCE DISTRICT AS OUTLINED IN THE STAFF REPORT.
18. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT AND/OR POSTPONEMENT OF CONTRACT K-2324-168: A CONTRACT BY AND BETWEEN THE NORMAN UTILITIES AUTHORITY AND DUKE'S ROOT CONTROL, INC., IN THE AMOUNT OF \$118,794.72 TO PROVIDE PROFESSIONAL SERVICES FOR THE ASHTON GROVE LIFT STATION BASIN LINE STUDY (WW0341) AND BUDGET TRANSFER.

19. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2324-173: BY AND BETWEEN THE NORMAN UTILITIES AUTHORITY AND UTILITY TECHNOLOGY SERVICES, IN THE AMOUNT OF \$669,478.85 FOR THE ANNUAL SAAS FEES AGREEMENT FOR THE ADVANCED WATER METER INFRASTRUCTURE PROJECT.

Resolutions

20. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2324-136: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AUTHORIZING THE ACQUISITION OF CERTAIN REAL PROPERTY, MORE PARTICULARLY HEREINAFTER DESCRIBED, ALL WITHIN THE CITY OF NORMAN, COUNTY OF CLEVELAND, STATE OF OKLAHOMA, FOR THE PURPOSE OF THE 60TH AVENUE NE BRIDGE REPLACEMENT BOND PROJECT IN THE CITY OF NORMAN; AND DECLARING THE NECESSITY FOR ACQUIRING SAID PROPERTY FOR ROADWAY, UTILITY AND DRAINAGE PURPOSES, AND AUTHORIZING INITIATION OF EMINENT DOMAIN PROCEEDINGS FOR THAT PURPOSE.

NON-CONSENT ITEMS

Public Hearings

21. CONDUCTING A PUBLIC HEARING FOR CONSIDERATION OF ACCEPTANCE, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF SUBSTANTIAL AMENDMENT NO. TWO TO THE FYE20 COMMUNITY DEVELOPMENT BLOCK GRANT ACTION PLAN AS OUTLINED IN THE STAFF REPORT.

22. CONDUCTING A PUBLIC HEARING FOR CONSIDERATION OF ACCEPTANCE, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF AMENDMENT ONE TO CONTRACT K-1920-16 ALONG WITH SUBSTANTIAL AMENDMENT TWO TO THE FYE18 COMMUNITY DEVELOPMENT BLOCK GRANT ACTION PLAN AS OUTLINED IN THE STAFF REPORT.

Second Reading Ordinance

23. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE O-2324-43 UPON SECOND AND FINAL READING: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, CLOSING A PORTION OF THE DAWS STREET RIGHT-OF-WAY, TO NORMAN, CLEVELAND COUNTY, OKLAHOMA; AND PROVIDING FOR THE SEVERABILITY THEREOF.

MISCELLANEOUS COMMENTS

This is an opportunity for citizens to address City Council. Due to Open Meeting Act regulations, Council is not able to participate in discussion during miscellaneous comments. Remarks should be directed to the Council as a whole and limited to three minutes or less.

ADJOURNMENT

File Attachments for Item:

1. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF THE MINUTES AS FOLLOWS:

CITY COUNCIL FINANCE COMMITTEE MEETING MINUTES OF MARCH 21, 2024



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 04/09/2024

REQUESTER: Brenda Hall

PRESENTER: Brenda Hall, City Clerk

ITEM TITLE: CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF THE MINUTES AS FOLLOWS:

CITY COUNCIL FINANCE COMMITTEE MEETING MINUTES OF MARCH 21, 2024



CITY OF NORMAN, OK
CITY COUNCIL FINANCE COMMITTEE MEETING
Municipal Building, Executive Conference Room, 201 West Gray, Norman,
OK 73069
Thursday, March 21, 2024 at 4:00 PM

MINUTES

It is the policy of the City of Norman that no person or groups of persons shall on the grounds of race, color, religion, ancestry, national origin, age, place of birth, sex, sexual orientation, gender identity or expression, familial status, marital status, including marriage to a person of the same sex, disability, relation, or genetic information, be excluded from participation in, be denied the benefits of, or otherwise subjected to discrimination in employment activities or in all programs, services, or activities administered by the City, its recipients, sub-recipients, and contractors. In the event of any comments, complaints, modifications, accommodations, alternative formats, and auxiliary aids and services regarding accessibility or inclusion, please contact the ADA Technician at 405-366-5424, Relay Service: 711. To better serve you, five (5) business days' advance notice is preferred.

CALL TO ORDER

PRESENT

Mayor Larry Heikkila
Councilmember Ward 3 Bree Montoya

ABSENT

Councilmember Ward 6 Elizabeth Foreman

OTHERS

Councilmember Ward 4 Helen Grant
Councilmember Ward 5 Michael Nash
Councilmember Ward 7 Stephen Holman
Anthony Francisco, Director of Finance
Darrel Pyle, City Manager
Jacob Huckabaa, Budget Technician
Kathryn Walker, City Attorney
Tim Powers, Director of Information Technology
Robert Gruver, Network Infrastructure & Support
Shaakira Calnick, Internal Auditor
Major Brent Barbour, NPD
Mark Howery, Animal Welfare Oversight Committee Member
Rebecca Bean, Animal Welfare Oversight Committee Member
Brenda Hall, City Clerk
Chris Mattingly, Director of Utilities
Scott Sturtz, City Engineer
Robert Castleberry, Citizen

Mayor Heikkila called the meeting to order at approximately 4:00 PM.

AGENDA ITEMS

1. DISCUSSION REGARDING THE FYE 2024-2025 CITY OF NORMAN BUDGET

Outside Agency -

Anthony Francisco gave the report. Francisco asked for more direction on City funding for the Norman Music Festival/Norman Arts Alliance. "As you'll recall, they had requested an increase from \$10,000 this fiscal year to \$50,000 in the coming fiscal year," Francisco said. Representatives for the organization weren't at the meeting to answer Council questions; so, per Mayor Heikkila's suggestion, their increased funding request has been tabled until representatives of the Norman Music Festival are able to meet with Council.

Francisco also asked for additional direction regarding City funding for The Depot. "They have requested an increase to \$50,700, so an increase of \$38,900," Francisco said. The Committee's consensus was to proceed with funding this increase.

IT operations funding -

There have been what are considered "high dollar" budget requests from the Information Technology Department for Fiscal Year 2024-2025 (FYE 25). These budget requests involve staying up-to-date with computer software and staying supported by software companies.

"In our discussions at the Management Team level, we're convinced that this is going to be an on-going concern, probably in the six or seven figure per year range," Francisco said. "The discussion that we had was about changing the guidelines for the Capital Sales Tax allocations that we do each year. There is a fixed allocation for maintenance of existing facilities, and for street maintenance, and so the discussion was about having a fixed set-a-side or allocation for I.T."

Francisco passed around a new guideline proposal that reduced the street maintenance allocation from 25% to 20% each year. The 5% set aside for I.T. would equate to approximately \$875,000 per year. "We would hope that this would address those long-term I.T. infrastructure needs that we know we're going to have," Francisco said.

Tim Powers, Director of Information Technology said, "Everything that we use to run anything from computer aided dispatch in P.D. and Fire all the way to all of the utility billing systems, planned community development, and all of the different types of software that we use - have virtual servers in this environment that we have to support and upgrade. Those bits of software that we use to create the virtual servers are not compatible with the hardware that we have. This is another industry trend. They'll make it incompatible so that you have to go up to the next version. That does nothing but benefit those organizations. Unfortunately, we're married to this infrastructure. This is an operational cost and it's not avoidable."

Mayor Heikkila asked the Committee if anyone objected to moving the 5% allocation from the Street Maintenance Fund to the Information Technology Fund. There were no objections.

"Flock" Camera funding -

Major Brent Barbour presented information on Flock cameras. "The request that we submitted was for 10 cameras. They'd be put on major roads or primary intersections with vehicular traffic. What the system does is it looks at tags and at vehicles. It tracks and monitors all of those vehicles that come through, it pulls the tag numbers out and runs it through national data bases that are maintained by the federal government, primarily. A local agency can submit into their system and say, 'We have this missing person' sort of thing, but usually those are done through the National Crime Information Center (NCIC) which looks for things like stolen vehicles or vehicles involved in violent crimes. It also pings back to missing persons and exploited children databases. When it sees a vehicle that matches those descriptions, it notifies that agency and says, 'Hey, I can't tell you who's driving, I can't tell you where it's going because it's a static image, but a moment ago, that vehicle was in this area,'" Barbour said. "We would be using it for criminal investigations or active cases where somebody is in immediate danger." Barbour stated that Norman is the only city in the metro that does not have these cameras and they would not be used to issue driving citations. The data is maintained by Flock, stored for 30 days on their system, and then deleted. Access to the system requires special training and auto-logs who has been looking in the system. Barbour states that the static images are of the back of the vehicle only and don't reflect who the occupants are. The budget request was approximately \$40,000 for the 10 cameras; the request was not recommended to be funded through the Management Team prioritization process.

Councilmember Grant stated, "Mostly my concerns are around not having the system misused to keep track of people. One thing I'm reading is: As much as we might hope that all police watch lists were 100% reliable, we know they are not; in fact, the largest and most commonly used national watch list, the National Crime Information Center database, does not even comply with the 1974 United States Privacy Act basic accuracy, reliability and completeness requirements. That means allowing your automated license plate recognition (ALPR) data to be run against such data bases will subject anyone living or visiting your town to unjustified rest detention which is an especially dangerous proposition for members of vulnerable, already over-policed communities. - I don't want to contribute to that."

Councilmember Nash stated, "I'm going to be opposed to putting the Flock system up, period. We can't guarantee any kind of safety or protection on the data. I guarantee you if Yahoo, Facebook, and all the biggest companies in the world can have their data breached, so can Flock. Taking this step into mass surveillance without the people's consent on it - ah...I think we can find the bad guys just fine the old fashion way. We could expedite some cases but so would microchipping every human in town; but, we shouldn't be doing that either. I don't feel comfortable with it - at all."

Additional discussion surrounding the Flock cameras that includes all Councilmembers was requested; thus, a determination on whether to fund the Flock cameras was tabled.

Animal Welfare funding -

Councilmember Nash brought an Animal Welfare budget request to the Committee. The request was for approximately \$180,000 to cover the replacement cost of animal kennels, an additional Vet-tech position, veterinary supplies, and animal food. Councilmember Nash recognized Rebecca Bean of the Animal Welfare Oversight Committee.

"What shelters and communities across the nation have done to successfully conquer the animal over-population is spay and neuter. It's the only thing we can do to get ahead of the numbers," Rebecca Bean said. With the additional Veterinary Technician position, it is expected that more

spay and neuters will be performed. The Veterinary Technician position was not requested through the administrative process and the \$120,000 kennel system was not recommended to be funded through the formal prioritization process.

After discussion, Mayor Heikkila stated, "It seems to be consensus that we carry this on into the proposed budget, please."

City Manager Darrel Pyle said, "It will be included."

2. DISCUSSION REGARDING MONTHLY REVENUE AND EXPENDITURE REPORTS.

Anthony Francisco gave the report. Francisco drew the Committee's attention to the Revenue and Expenditure Report. The City is about 15% below their Room Tax revenue projections for this fiscal year. Francisco expects these projections to be better next year because the City will have some revenue history under the new tax rate.

3. INTERNAL AUDIT PROGRAMS STATUS.

Shaakira Calnick gave the report. Calnick stated that the City is waiting to establish an Audit Committee but in the meantime, the City Council Finance Committee is acting as the Audit Committee. Calnick continues to evaluate the adequacy and effectiveness of internal controls within the City. One of Calnick's current objectives is to establish a purchasing card program. She has also spoken to the Human Resource Director and there is interest in changing the way time keeping and payroll are processed. Once the risk management process is completed, she can move on to the full risk assessment process. Calnick states that she is finalizing an investigation into Contract K-2223-56 with anticipation of having a report to Council within nine days.

ADJOURNMENT

Mayor Heikkila adjourned the meeting at approximately 5:40 PM.

ATTEST:

City Clerk

Mayor

File Attachments for Item:

2. CONSIDERATION OF ACKNOWLEDGEMENT, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF PROCLAMATION P-2324-27: A PROCLAMATION OF THE MAYOR OF THE CITY OF NORMAN, OKLAHOMA, PROCLAIMING THE MONTH OF APRIL, 2024, AS FAIR HOUSING MONTH IN THE CITY OF NORMAN.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 04/09/2024

REQUESTER: Brenda Hall, City Clerk

PRESENTER: Brenda Hall, City Clerk

ITEM TITLE: CONSIDERATION OF ACKNOWLEDGEMENT, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF PROCLAMATION P-2324-27: A PROCLAMATION OF THE MAYOR OF THE CITY OF NORMAN, OKLAHOMA, PROCLAIMING THE MONTH OF APRIL, 2024, AS FAIR HOUSING MONTH IN THE CITY OF NORMAN.

Proclamation

P-2324-27

A PROCLAMATION OF THE MAYOR OF THE CITY OF NORMAN, OKLAHOMA, PROCLAIMING THE MONTH OF APRIL, 2024, AS FAIR HOUSING MONTH IN THE CITY OF NORMAN.

- § 1. WHEREAS, fair housing is the law of the State of Oklahoma and is consistent with the principle of equality and justice for all; and
- § 2. WHEREAS, the freedom to choose a dwelling has been one held precious in America through the centuries; and
- § 3. WHEREAS, equal housing opportunity is a right guaranteed to all Americans under Title VIII of the 1968 Civil Rights Act; and
- § 4. WHEREAS, April 2024 marks the 56th anniversary of the Federal Fair Housing Law, also known as Title VIII of the Civil Rights Act of 1968.
- § 5. WHEREAS, the month of April symbolizes a significant milestone for all Americans to rededicate themselves to this country and the State of Oklahoma’s underlying premise that all citizens be guaranteed freedom of choice, and the State publicly reaffirms its public policy to eliminate all vestiges of housing discrimination wherever they exist; and
- § 6. WHEREAS, Oklahoma’s housing industry and governmental entities are united in the common goal of providing safe and sanitary housing for all, without regard to race, color, religion, sex, national origin, age or handicap, or familial status.

NOW, THEREFORE, I, MAYOR OF THE CITY OF NORMAN, OKLAHOMA:

- § 7. Do hereby proclaim the month of April, 2024, as Fair Housing Month.

PASSED AND APPROVED this 9th day of April, 2024.

Mayor

ATTEST:

City Clerk



File Attachments for Item:

3. CONSIDERATION OF ACKNOWLEDGEMENT, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF PROCLAMATION P-2324-28: A PROCLAMATION OF THE MAYOR OF THE CITY OF NORMAN, OKLAHOMA, PROCLAIMING THE WEEK OF APRIL 8-12, 2024, AS NATIONAL COMMUNITY DEVELOPMENT WEEK IN THE CITY OF NORMAN.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 04/09/2024

REQUESTER: Brenda Hall, City Clerk

PRESENTER: Brenda Hall, City Clerk

ITEM TITLE: CONSIDERATION OF ACKNOWLEDGEMENT, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF PROCLAMATION P-2324-28: A PROCLAMATION OF THE MAYOR OF THE CITY OF NORMAN, OKLAHOMA, PROCLAIMING THE WEEK OF APRIL 8-12, 2024, AS NATIONAL COMMUNITY DEVELOPMENT WEEK IN THE CITY OF NORMAN.

A PROCLAMATION OF THE MAYOR OF THE CITY OF NORMAN, OKLAHOMA, PROCLAIMING THE WEEK OF APRIL 8-12, 2024, AS NATIONAL COMMUNITY DEVELOPMENT WEEK IN THE CITY OF NORMAN.

- § 1. WHEREAS, the week of April 8-12, 2024, has been designated as National Community Development Week to celebrate the Community Development Block Grant (CDBG) and HOME Investment Partnerships Programs (HOME); and
- § 2. WHEREAS, the CDBG and HOME Programs provide annual funding and flexibility to local communities to provide decent, safe and affordable housing, a suitable living environment, and economic opportunities to low- and moderate-income people; and
- § 3. WHEREAS, over the past four years, our community has received a total of \$5,608,682 in CDBG and \$3,250,028 of HOME Investment Partnership funds and has funded a variety of projects that have directly benefited our citizens and neighborhoods; and
- § 4. WHEREAS, the CDBG and HOME Programs are a versatile funding source that helps us revitalize our neighborhoods and improve our citizens' lives. Locally, every \$1 of these funding sources leverages \$4 in additional private investment. Countless projects within Norman would not have been possible without these federal investments.

NOW, THEREFORE BE IT RESOLVED, that the City of Norman designates the week of April 8-12, 2024, as National Community Development Week in support of these valuable programs that has made tremendous contributions to the viability of the housing stock, infrastructure, public services, and the economic well-being of our community.

Please join me in celebrating the successes of these programs and their impact on our community during 2024 National Community Development Week.

PASSED AND APPROVED this 9th day of April, 2024.

Mayor

ATTEST:

City Clerk



File Attachments for Item:

4. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE O-2324-41 UPON FIRST READING BY TITLE:
AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 36-201 OF THE CODE OF THE CITY OF NORMAN SO AS TO REMOVE LOT ONE (1), BLOCK ONE (1), OF ROSE ROCK SCHOOL ADDITION, TO NORMAN, CLEVELAND COUNTY, OKLAHOMA, FROM THE PUD, PLANNED UNIT DEVELOPMENT DISTRICT, AND PLACE SAME IN THE SPUD, SIMPLE PLANNED UNIT DEVELOPMENT DISTRICT; AND PROVIDING FOR THE SEVERABILITY THEREOF. (1515 WEST MAIN STREET)



CITY OF NORMAN, OK
STAFF REPORT

MEETING DATE: 04/09/2024

REQUESTER: Rose Rock School Foundation

PRESENTER: Jane Hudson, Director of Planning & Community Development

ITEM TITLE: CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE O-2324-41 UPON FIRST READING BY TITLE: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 36-201 OF THE CODE OF THE CITY OF NORMAN SO AS TO REMOVE LOT ONE (1), BLOCK ONE (1), OF ROSE ROCK SCHOOL ADDITION, TO NORMAN, CLEVELAND COUNTY, OKLAHOMA, FROM THE PUD, PLANNED UNIT DEVELOPMENT DISTRICT, AND PLACE SAME IN THE SPUD, SIMPLE PLANNED UNIT DEVELOPMENT DISTRICT; AND PROVIDING FOR THE SEVERABILITY THEREOF. (1515 WEST MAIN STREET)

APPLICANT/REPRESENTATIVE Rose Rock School Foundation

WARD 2

CORE AREA No

BACKGROUND: The property is currently utilized by Rose Rock School; the approval of Ordinance No. O-1314-12 in 2013 allowed for the school use at this site. This new proposal involves adding new structures, including one carport, one flexible space, for storage or a shed, an outdoor cooking area, a temporary structure/tent known as a "Yome", and converting the pool into an underground greenhouse. Additionally, the applicant requested increasing the number of students from 59 to 75. This proposal requires rezoning from the existing PUD, Planned Unit Development, to a SPUD, Simple Planned Unit Development. (SPUDs are used for lots having less than 5 acres; the SPUD ordinance was adopted in 2017.)

PROCEDURAL REQUIREMENTS:

GREENBELT MEETING: A Greenbelt Enhancement Statement was not required for this application because the property is platted and a NORMAN 2025 amendment is not required.

PRE-DEVELOPMENT: A Pre-Development meeting is not required for this application. Rezoning alone of property less than 40-acres does not require a Pre-Development meeting.

ZONING ORDINANCE CITATION:**SEC 36-510 – SIMPLE PLANNED UNIT DEVELOPMENTS**

1. General Description. The Simple Planned Unit Development referred to as SPUD, is a special zoning district that provides an alternate approach to the conventional land use controls and to a PUD, Planned Unit Development to maximize the unique physical features of a particular site and produce unique, creative, progressive, or quality land developments.

The SPUD may be used for particular tracts or parcels of land that are to be developed, according to a SPUD Narrative and a Development Plan Map and contains less than five (5) acres.

The SPUD is subject to review procedures by Planning Commission and adoption by City Council.

2. Statement of Purpose. It is the intent of this section to encourage developments with a superior built environment brought about through unified development and to provide for the application of design ingenuity in such developments while protecting existing and future surrounding areas in achieving the goals of comprehensive plan of record. In addition the SPUD provides for the following:

Encourage efficient, innovative use of land in the placement and/or clustering of buildings in a development and protect the health, safety and welfare of the community.

Contribute to the revitalization and/or redevelopment of areas where decline of any type has occurred. Promote infill development that is compatible and harmonious with adjacent uses and would otherwise not be an area that could physically be redeveloped under conventional zoning.

Maintain consistency with the City's Zoning Ordinance, and other applicable plans, policies, standards and regulations on record.

Approval of a zone change to a SPUD adopts the Master Plan prepared by the applicant and reviewed as a part of the application. The SPUD establishes new and specific requirements for the amount and type of land use, residential densities, if appropriate, development regulations and location of specific elements of the development, such as open space and screening.

STAFF ANALYSIS: The particulars of this SPUD include:

USE:

Permitted Principle Use:

- a. School for Pre-K through elementary level education.
- b. Housing for one faculty member and his/her family.
- c. Accessory structures. Permitted structures include:
 - Existing one-story garage shall remain. (proposed additional carport)
 - New storage sheds. Storage shed location zone as indicated on proposed site plan. Storage sheds shall have a maximum size of 400 square feet. The total number of storage sheds shall not exceed three (3). (Storage sheds may consist of flexible space, such as a woodworking shed, outdoor cooking area, or other appropriate temporary learning sites.)

- New trash and recycling enclosures.
- New children's play structures and equipment, with a height not to exceed 10 feet. (Addition of a Yome)
- Conversion of existing pool into a subterranean greenhouse

Other Permitted Uses:

- a. If the Permitted Principle Use, as stated in above, is discontinued, the property may be used for a detached one family dwelling

STUDENT COUNT: Rose Rock School will serve a maximum of 75 students, ranging from early childhood to elementary age children. This is an increase from the 59 allowed in the 2013 PUD.

OPERATING SCHEDULE:

- a. A Rose Rock School staff member will live in residence on-site.
- b. School day operating hours will be from 8:00 am to 5:00 pm, Monday through Friday.
- c. Staggered drop-off and pick-up times in 15-minute intervals shall be utilized
 - Staggered drop-off times will be from 8:00 am to 8:45 am. Each drop-off interval will accommodate approximately 15 students.
 - Staggered pick up times shall be from 1:00 pm to 5:00 pm. Each pick-up interval will accommodate approximately 20 students.

PARKING

- a. Parking and paving areas shall comply with City of Norman standards and be constructed with approved materials.
- b. Twenty-five (25) parking spaces shall be provided.
- c. If needed, special event parking shall utilize designated areas of the driveway. Off-site parking will be available at St. Stephen's Methodist Church at 1801 W. Brooks St., along with a shuttle or carpool service to Rose Rock School.

LANDSCAPING: Landscaping as shown on the Site Plan.

SIGNAGE: All signage shall comply with City of Norman requirements.

LIGHTING: Existing light fixtures on the existing buildings will remain. New light fixtures shall comply with the City of Norman's Commercial Outdoor Lighting Standards.

SANITATION/UTILITIES: Trash and recycling shall comply with City of Norman standards for commercial pick-up. Trash receptacle and enclosure as shown on Site Plan.

FENCING/WALLS. All fences, walls and screens shall comply with City of Norman requirements.

EXISTING ZONING: The existing zoning for the subject property is PUD, Planned Unit Development, adopted by Ordinance No. O-1314-12. The current PUD allows for the same principle use of a school but less students than now requested.

ALTERNATIVES/ISSUES:

IMPACTS: The applicant, Rose Rock School Foundation, requests to amend their zoning to include additional buildings and increase the number of students from 59 to 75. The proposed use will not have any adverse effects on the existing land use or considerably increase traffic in the area, the property will continue to serve the same purposes as currently adopted.

OTHER AGENCY COMMENTS:

FIRE DEPARTMENT AND BUILDING PERMIT REVIEW: If alterations to the layout of the building occur, a building permit will be required. Any alteration to the fire protection systems will also require permitting. With the increased occupant load, an updated life safety plan should be provided to staff to review for compliance with the new occupant loads. This is typically a floor plan, which shows the number of exits and their paths of egress including egress widths. The occupant loading should be reflected in the various rooms in such plan. Other features needing detail include, if the building is sprinkled or of fire resistant rated construction, if applicable. Conversion of a pool to a greenhouse will require a permit application. Plan submission should include a site plan, floor plans highlighting paths of egress, and structural details. Any accessory buildings in excess of 120 sq. ft. will require a permit and require a site plan, floor plan and possibly other submittals depending on the size of the proposed buildings.

PUBLIC WORKS/ENGINEERING: The property is already platted, no additional requirements.

TRAFFIC ENGINEER: The increase in the student population does not require additional submittal. The school zone warning/caution sign was installed for this site in 2015.

UTILITIES: No additional requirements for this application.

CONCLUSION: Staff forwards this request for rezoning from PUD, Planned Unit Development to a SPUD, Simple Planned Unit Development, and Ordinance No. O-2324-41 for consideration by City Council.

PLANNING COMMISSION RESULTS: At their meeting of March 14, 2024, Planning Commission recommended adoption of Ordinance No. O-2324-41 by a vote of 7-0.

Rose Rock School Foundation – SPUD Narrative

1515 W. Main St. Norman, OK 73069

Submitted: August 5, 2013

Revised per Pre-Development Meeting Comments: August 29, 2013

Revised per City Comments: September 5, 2013 Submitted

with Final Plat: June 9, 2014

Revised for SPUD rezoning: March 8, 2024

Introduction:

The Rose Rock School in Norman seeks to rezone it from Planned Unit Development (PUD) to Simple Planned Unit Development (SPUD)

Rose Rock School Mission:

“The Rose Rock School offers an education that respects the developmental stages and unique qualities of each child. Our curriculum fosters acute cognitive skills, keen emotional awareness, and meaningful worldly activity. Our long-term goal is to help lead children toward conscious adulthood, in which they respect diversity, interact harmoniously with all people, nurture and protect the natural world, and give joyfully to the communities in which they live.”

“Rose Rock offers innovative education in a nurturing environment. Our Kindergarten is held in a comforting home-like atmosphere that provides many natural opportunities for learning. We offer a mixed-age setting, where the children socialize in a close-knit community, cooperating with and caring for each other. The children interact daily with the natural world. They care for our garden, relate with animal life, and play outside in all seasons. Each meal is homemade with fresh, whole, organic food and served family-style around a beautiful, simply set table. The older children help with all aspects of meal preparation and clean-up. Each day is infused with the joyful work of a happy home, and the crafts and tasks change as we progress through the seasons.”

Project Description:

The Rose Rock School is seeking to rezone the site from PUD, Planned Unit Development, to SPUD, Simple Planned Unit Development to amend the existing PUD to allowed additional buildings and additional students.

Project Schedule:

The construction of proposed site improvements and building improvements, where required, is anticipated to begin following all required City approvals. Improvements will be phased as needed to accommodate enrollment and City requirements. The proposed site improvements indicated, once constructed, are intended to accommodate a maximum of 75 students.

Proposed SPUD Zoning Requirements:

SPUD Statement of Purpose:

The intent of this SPUD is to develop zoning guidelines that will support the mission and needs of the Rose Rock School, preserve and enhance the existing site as well as the character of the surrounding residential neighborhood.

Rose Rock School Foundation – SPUD Narrative

1515 W. Main St. Norman, OK 73069

Submitted: August 5, 2013

Revised per Pre-Development Meeting Comments: August 29, 2013

Revised per City Comments: September 5, 2013 Submitted

with Final Plat: June 9, 2014

Revised for SPUD rezoning: March 8, 2024

1. Permitted Principle Use:

1a. School for pre-K through elementary level education.

1b. Housing for one faculty member and his/her family.

1c. Accessory structures. Permitted structures include:

- Existing one-story garage shall remain. (proposed additional carport)
- New storage sheds. Storage shed location zone as indicated on Site Plan. Storage sheds shall have a maximum size of 400 square feet. The total number of storage sheds shall not exceed (3) three. (Or flexible space such as woodworking shed, outdoor cooking, or other appropriate temporary learning site.)
- New trash and recycling enclosures.
- New children's play structures and equipment, with a height not to exceed 10 feet. Including a Yome (tent like semi-permanent structure).
- Conversion of existing pool into subterranean greenhouse.

2. Other Permitted Uses

2a. If the permitted principle use, as stated in #1 above, is discontinued, the property may be used for a detached one family dwelling.

3. Area Regulations:

3a. The existing land area of approximately 3.72 acres, or 162,043 square feet shall remain as a single lot. Subdivisions are not permitted.

3b. Front Yard: All accessory structures shall be set back from street right-of-way lines at a minimum of 50 feet.

3c. Side Yard: All accessory structures shall be set back at a minimum of 20 feet.

3d. Rear Yard: All accessory structures shall be set back at a minimum of 30 feet.

3e. All existing structures to remain are located within the stated setbacks.

3f. No additional buildings or structures are permitted other than noted on the site plan submitted.

4. Height Regulations:

4a. Existing building height of (3) stories shall remain.

4b. Existing (1) story garage remains.

4c. New accessory structure height shall not exceed 10 feet.

5. Student Count:

5a. Rose Rock School will serve a maximum of 75 students ranging from early childhood to mixed age elementary, per Oklahoma DHS.

Rose Rock School Foundation – SPUD Narrative

1515 W. Main St. Norman, OK 73069

Submitted: August 5, 2013

Revised per Pre-Development Meeting Comments: August 29, 2013

Revised per City Comments: September 5, 2013 Submitted

with Final Plat: June 9, 2014

Revised for SPUD rezoning: March 8, 2024

6. Operating Schedule:

- 6a. A Rose Rock School staff member will live in residence on site.
- 6b. School day operating hours will be from 8am to 5pm, Monday through Friday.
- 6c. Staggered drop-off and pick-up times in 15 minute intervals shall be utilized.
- 6d. Staggered drop-off times will be from 8:00 am through 8:45 am.
Each drop-off interval will accommodate approximately 15 students.
- 6e. Staggered pick up times shall be from 1pm through 5pm. Each pickup interval will accommodate approximately 20 students.

7. Landscaping

- 7a. Landscaping as shown on the site plan.

8. Site Lighting

- 8a. Existing light fixtures on the existing buildings remain.
- 8b. New light fixtures shall comply with the City of Norman's Commercial Lighting Ordinance.

9. Waste Management

- 9a. Trash and Recycling shall comply with City of Norman standards for commercial pick-up.
- 9b. Trash receptacle and enclosure as shown on Site Plan.

10. Parking

- 10a. Parking and paving areas shall comply with City of Norman standards and be constructed with approved materials.
- 10b. (25) Twenty-five parking spaces shall be provided.
- 10c. If needed, special event parking shall utilize designated areas of the driveways. Off-site parking will be available at St. Stephen's Methodist Church at 1801 W. Brooks St., along with a shuttle or carpool service to Rose Rock School.

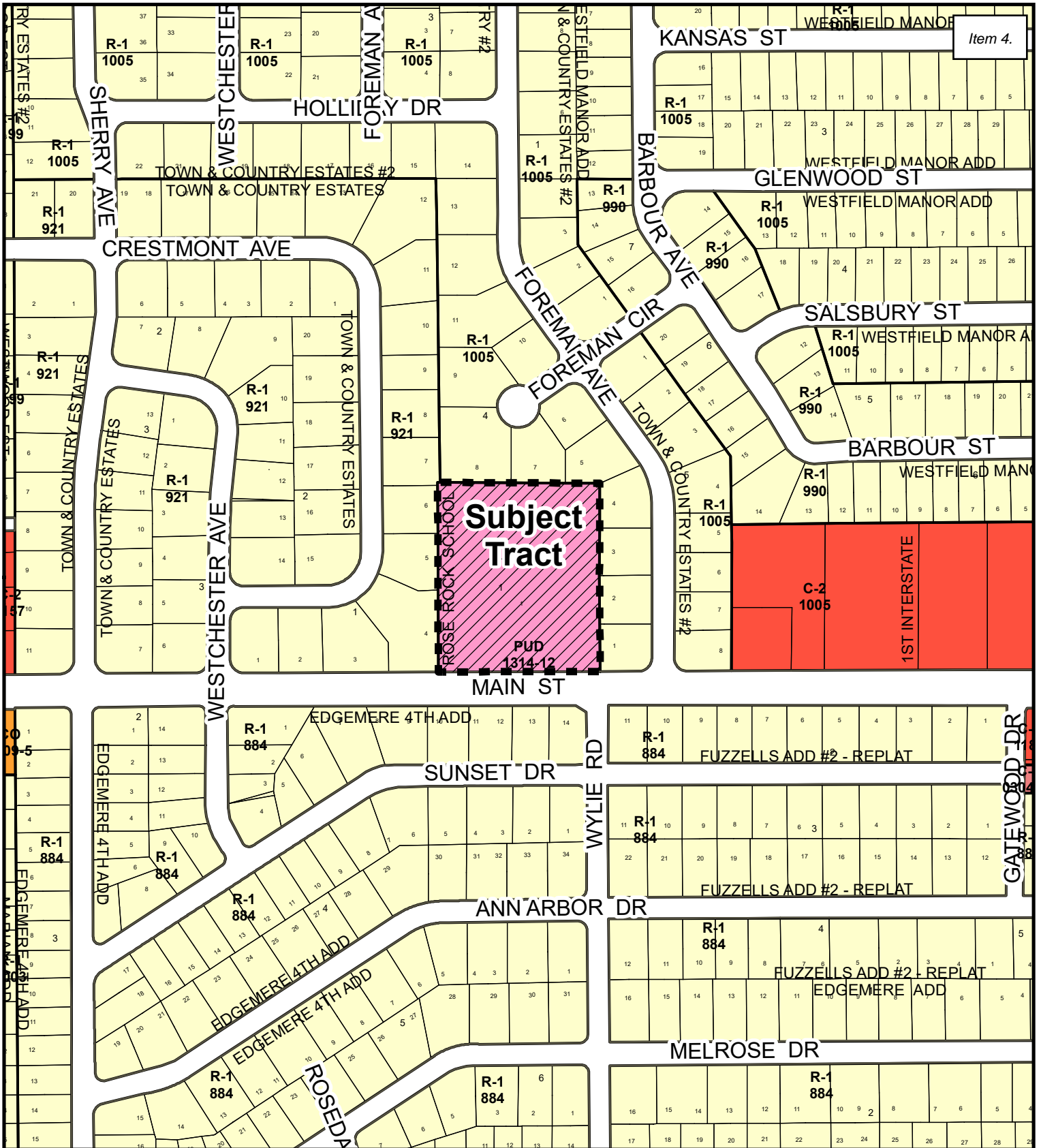
11. Fencing Walls and Screening.

- 11a. All fences, walls and screens shall comply with City of Norman requirements.

12. Signs

- 12a. All signage shall comply with City of Norman requirements.

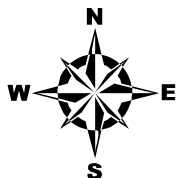
End of Proposed SPUD Zoning Requirements.



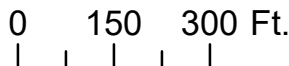
Location Map





Map Produced by the City of Norman Geographic Information System. The City of Norman assumes no responsibility for errors or omissions in the information presented.



February 5, 2024



-  Subject Tract
-  Zoning

O-2324-41

AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 36-201 OF THE CODE OF THE CITY OF NORMAN SO AS TO REMOVE LOT ONE (1), BLOCK ONE (1), OF ROSE ROCK SCHOOL ADDITION, TO NORMAN, CLEVELAND COUNTY, OKLAHOMA, FROM THE PUD, PLANNED UNIT DEVELOPMENT DISTRICT, AND PLACE SAME IN THE SPUD, SIMPLE PLANNED UNIT DEVELOPMENT DISTRICT; AND PROVIDING FOR THE SEVERABILITY THEREOF. (1515 West Main Street)

- § 1. WHEREAS, Rose Rock School Foundation, the owners of the hereinafter described property, have made application to have the subject property removed from the PUD, Planned Unit Development District and placed in the SPUD, Simple Planned Unit Development District; and
- § 2. WHEREAS, said application has been referred to the Planning Commission of said City and said body has, after conducting a public hearing on March 14, 2024 as required by law, considered the same and recommended that the same should be granted and an ordinance adopted to effect and accomplish such rezoning; and
- § 3. WHEREAS, the City Council of the City of Norman, Oklahoma, has thereafter considered said application and has determined that said application should be granted and an ordinance adopted to effect and accomplish such rezoning.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA:

- § 4. That Section 36-201 of the Code of the City of Norman, Oklahoma, is hereby amended so as to remove the following described property from the PUD, Planned Unit Development District and place the same in the SPUD, Simple Planned Unit Development District, to wit:

Lot 1, Block 1, of Rose Rock School Addition, to Norman, Cleveland County, Oklahoma.

Containing approximately 3.7 acres.

- § 5. Further, pursuant to the provisions of Section 36-510 of the Code of the City of Norman, as amended, the following condition is hereby attached to the zoning of the tract:

Ordinance No. O-2324-41
Page 2

- a. The site shall be developed in accordance with the SPUD Narrative, Site Development Plan, and supporting documentation, which are made a part hereof.

§ 6. Severability. If any section, subsection, sentence, clause, phrase, or portion of this ordinance is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions of this ordinance.

ADOPTED this _____ day of _____, 2024.

NOT ADOPTED this _____ day of _____, 2024.

(Mayor)

(Mayor)

ATTEST:

(City Clerk)

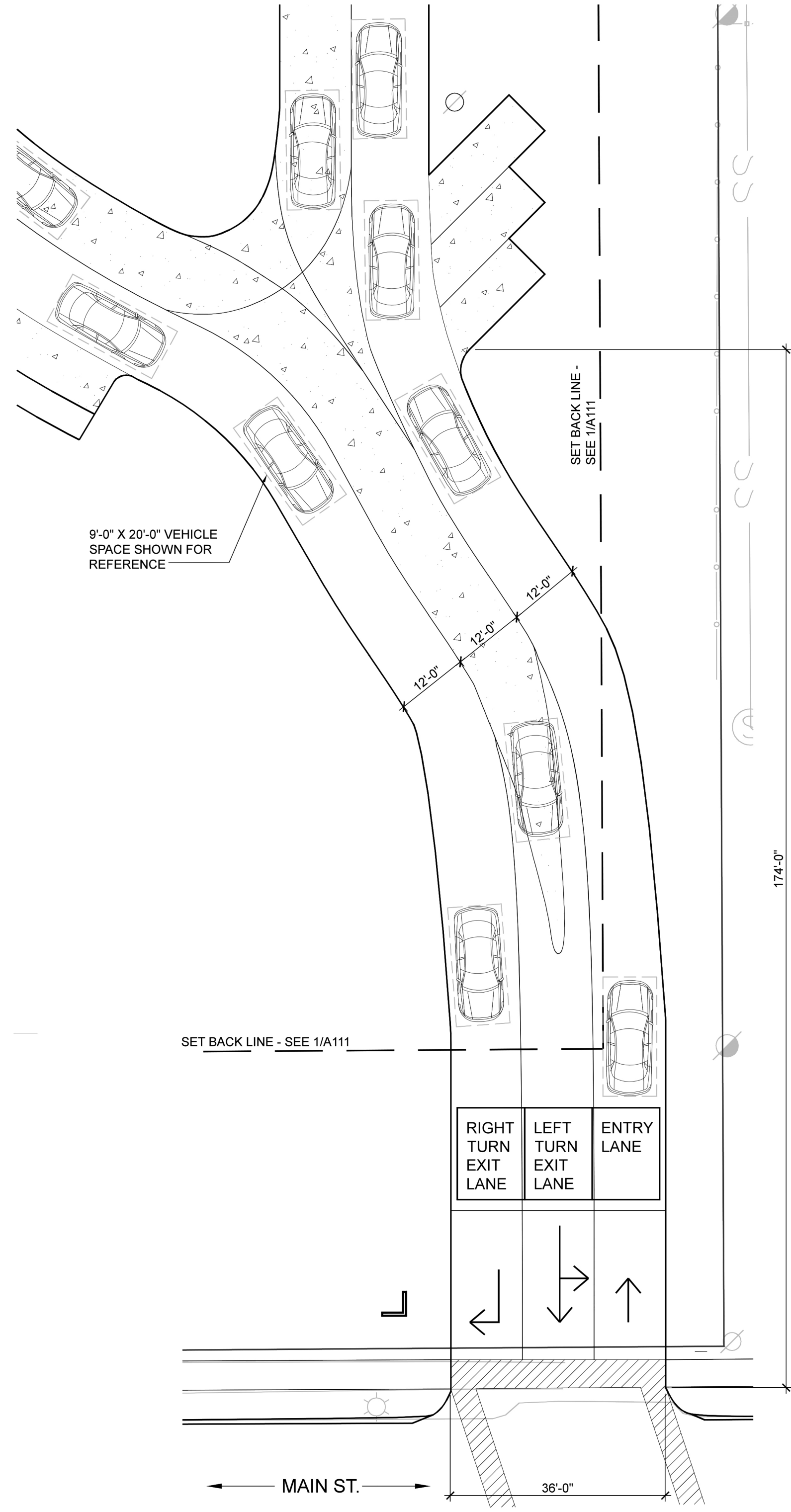


Butzer Gardner Architects
718 West Sheridan Avenue
Oklahoma City, Oklahoma 73102
405.601.4949 www.butzergardner.com

FINAL SITE DEVELOPMENT PLAN

ROSE ROCK SCHOOL - PLANNED UNIT DEVELOPMENT

A SUBDIVISION OF PART OF THE SOUTHEAST QUARTER (SE/4) OF SECTION TWENTY-FIVE (25), TOWNSHIP NINE (9) NORTH, RANGE THREE (3) WEST OF THE INDIAN MERIDIAN TO THE CITY OF NORMAN, CLEVELAND COUNTY, OKLAHOMA



1A ENLARGED SITE PLAN
TRAFFIC DIAGRAM
1/16" = 1'

ZONING SUMMARY

SITE LOCATION:
1515 W. MAIN ST.
NORMAN, OK 73069

CURRENT ZONING: R-1 SINGLE FAMILY RESIDENTIAL
PROPOSED ZONING: PUD

SETBACKS PROVIDED:
50' FRONT
20' SIDE
30' REAR

OFF-STREET PARKING: 25 SPACES MIN PER PUD

LOT AREA:
3.72 ACRES (162,043 SF) - NO CHANGES PROPOSED

BUILDING FOOTPRINT
EXISTING HOUSE: 2,152 SF - NO CHANGES
PROPOSED EXISTING GARAGE: 1,332 SF - NO CHANGES
TOTAL: 3,484 SF
BUILDING AREA : SITE AREA =
3,484 SF : 162,043 SF = 2.15%

PROPOSED IMPERVIOUS PAVING AREA (INCLUDES BUILDINGS) : SITE AREA =
31,148 SF : 162,043 SF = 19.2%

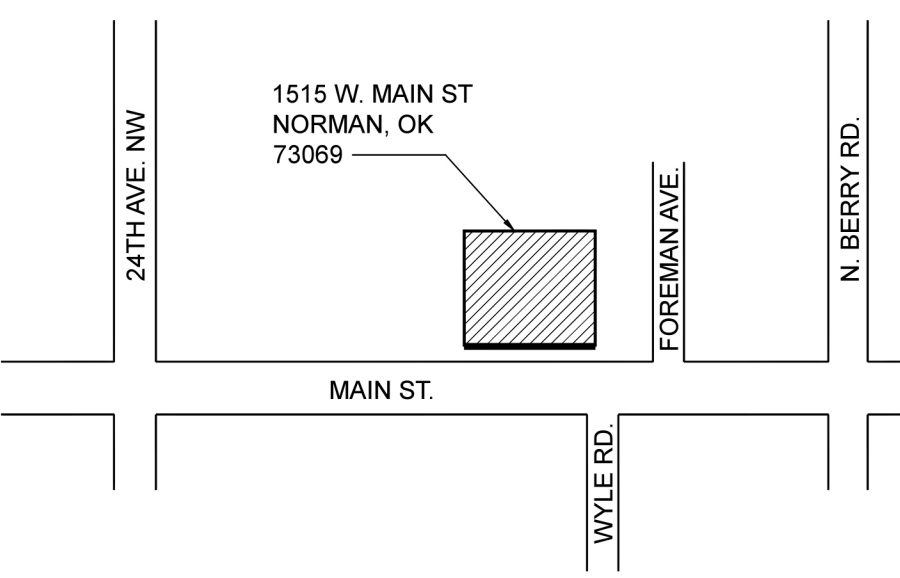
PROPOSED GREEN SPACE = 130,895 SF OR 80% OF SITE (130,895 / 59 STUDENTS = 2,218.5 GREEN SPACE SF PER STUDENT)

PROJECT NOTES

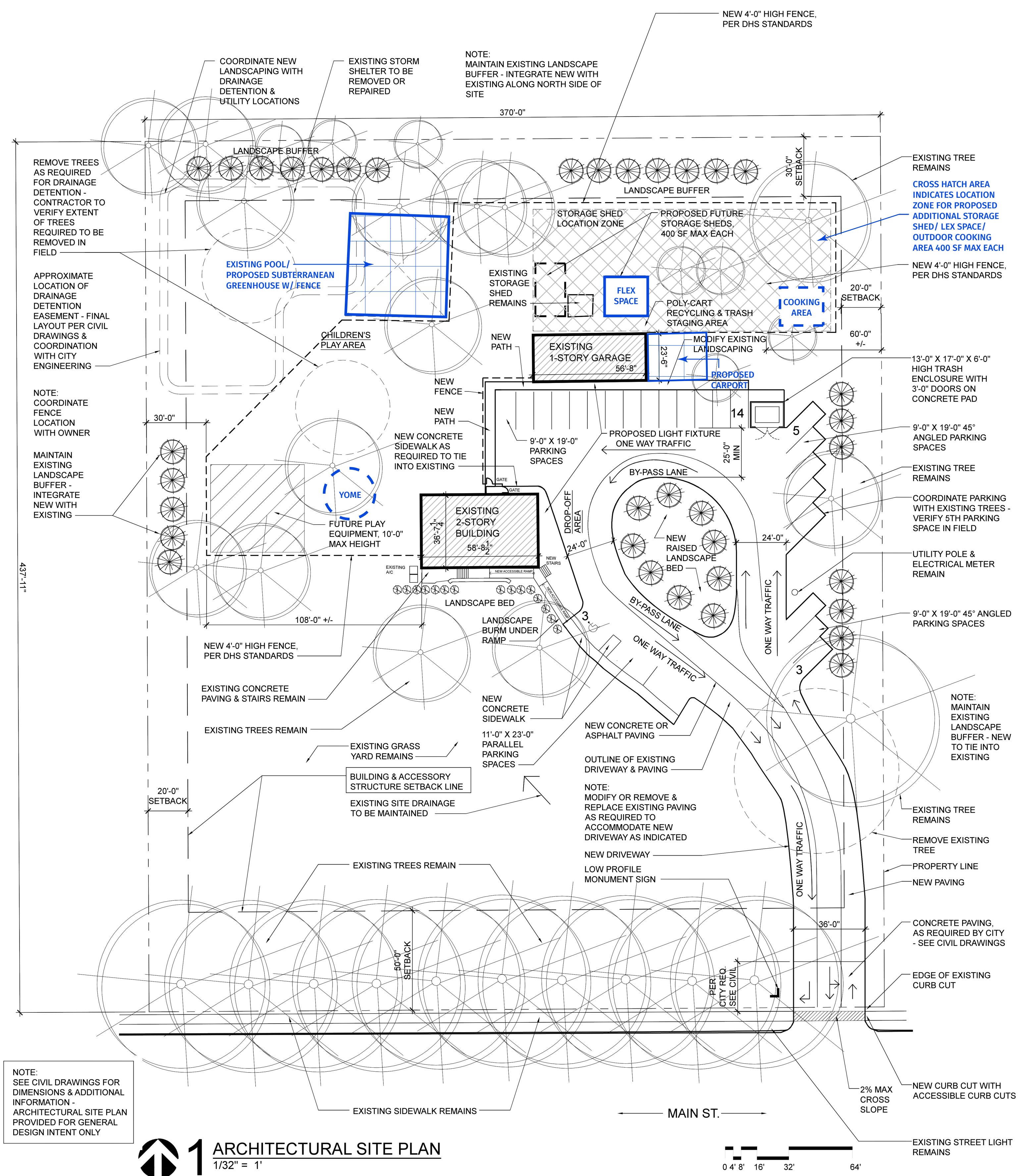
1. REFER TO PUD NARRATIVE FOR ADDITIONAL INFORMATION.

2. ALL NEW PAVING TO BE FLUSH WITH EXISTING PAVING TO REMAIN. IF RAISED CURB AROUND BUILDING IS UTILIZED, ACCESSIBLE CURB RAMPS SHALL BE PROVIDED. EXISTING SITE DRAINAGE PATHS TO REMAIN. NO CHANGES TO OVERALL SITE DRAINAGE PATTERNS ARE PROPOSED.

Project Schedule:
As stated in the approved PUD, the construction of proposed site improvements and building improvements, where required, is anticipated to begin following all required City approvals. Improvements will be phased as needed to accommodate enrollment and City requirements. The proposed site improvements indicated, once constructed, are intended to accommodate a maximum of 59 students.



2 LOCATION MAP
NOT TO SCALE



NOTE:
SEE CIVIL DRAWINGS FOR DIMENSIONS & ADDITIONAL INFORMATION - ARCHITECTURAL SITE PLAN PROVIDED FOR GENERAL DESIGN INTENT ONLY

1 ARCHITECTURAL SITE PLAN
1/32" = 1'

ROSE ROCK SCHOOL
1515 W. MAIN ST.
NORMAN, OK 73069

Design by: bgA
Drawn by: bgA
Review by: bgA

City of Norman
Mylar Submittal
02.10.2015

Date:
07.25.14
REVISED PER CITY COMMENTS
06.26.14
PERMITS
06.09.14
FINAL PLAT SUBMITTAL

All drawings and written materials herein constitute original work by Butzer Gardner Architects and may only be duplicated with their written consent.
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Drawing Title:
ARCHITECTURAL SITE PLAN

Sheet No.

A111



CITY OF NORMAN, OK
PLANNING COMMISSION MEETING - AMENDED
 Municipal Building, Council Chambers, 201 West Gray, Norman, OK 73069
 Thursday, March 14, 2024 at 6:30 PM

MINUTES

The Planning Commission of the City of Norman, Cleveland County, State of Oklahoma, met in Regular Session in Council Chambers of the Norman Municipal Building, 201 West Gray Street, on the 14th day of March, 2024.

Notice and agenda of the meeting were posted at the Norman Municipal Building and online at <https://norman-ok.municodemeetings.com> at least twenty-four hours prior to the beginning of the meeting.

Chair Erica Bird called the meeting to order at 6:32 p.m.

ROLL CALL

PRESENT

Cameron Brewer
 Steven McDaniel
 Liz McKown
 Chair Erica Bird
 Doug McClure
 Jim Griffith
 Maria Kindel

ABSENT

Michael Jablonski
 Kevan Parker

A quorum was present.

STAFF PRESENT

Lora Hoggatt, Planning Services Manager
 Roné Tromble, Admin. Tech. IV
 Beth Muckala, Assistant City Attorney
 Bryce Holland, Multimedia Specialist
 Awet Frezgi, Traffic Engineer
 Paul D'Andrea, Capital Projects Engineer

NON-CONSENT ITEMS

Rose Rock School SPUD

2. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE NO. O-2324-41: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 36-201 OF THE CODE OF THE CITY OF NORMAN SO AS TO REMOVE LOT ONE (1), BLOCK ONE (1), OF ROSE ROCK SCHOOL ADDITION, TO NORMAN, CLEVELAND COUNTY, OKLAHOMA, FROM THE PUD, PLANNED UNIT DEVELOPMENT DISTRICT, AND PLACE SAME IN THE SPUD, SIMPLE PLANNED UNIT DEVELOPMENT DISTRICT; AND PROVIDING FOR THE SEVERABILITY THEREOF. (1515 WEST MAIN STREET)

ITEMS SUBMITTED FOR THE RECORD:

1. Staff Report
2. Location Map
3. SPUD Narrative
4. Final Site Development Plan

PRESENTATION BY STAFF: Lora Hoggatt reviewed the staff report, a copy of which is filed with the minutes.

PRESENTATION BY THE APPLICANT: Brent Swift, 1112 Whispering Pines Drive, is a member of the Board of Rose Rock School. They would like to increase the number of students. They plan to remodel the garage to turn it into classroom space, and add a carport for the residents of the house. The yome will be used for music, teaching, and crafts.

Ms. McKown asked how many students are currently enrolled. Mr. Swift replied there are 54.

Ms. Bird asked for more information about the yome. Mr. Swift explained it is a semi-permanent structure, tent material with windows and doors, over a floating deck.

Ms. Bird asked about the underground greenhouse space. Mr. Swift explained that it will be a mix between a greenhouse and a subterranean hydroponic space to repurpose the existing pool and use it as a teaching tool.

AUDIENCE PARTICIPATION: None

DISCUSSION AND ACTION BY THE PLANNING COMMISSION:

Motion made by Kindel, seconded by Griffith, to recommend adoption of Ordinance No. O-2324-41 to City Council.

Voting Yea: Brewer, McDaniel, McKown, Bird, McClure, Griffith, Kindel

The motion to recommend adoption of Ordinance No. O-2324-41 to City Council passed by a vote of 7-0.

*

File Attachments for Item:

5. CONSIDERATION OF SUBMISSION, ACKNOWLEDGEMENT, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RECEIPT OF REPORT ENTITLED "THE CITY OF NORMAN SINGLE AUDIT REPORT FOR THE YEAR ENDED JUNE 30, 2023," AS PREPARED BY THE CITY OF NORMAN FINANCE DEPARTMENT AND AUDITED BY THE FIRM OF FORVIS, L.L.P., FOR THE CITY OF NORMAN, OKLAHOMA, NORMAN UTILITIES AUTHORITY, NORMAN MUNICIPAL AUTHORITY, NORMAN ECONOMIC DEVELOPMENT AUTHORITY AND NORMAN TAX INCREMENT FINANCE AUTHORITY.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 04/09/2024

REQUESTER: Clint Mercer

PRESENTER: Clint Mercer, Chief Accountant

ITEM TITLE: CONSIDERATION OF SUBMISSION, ACKNOWLEDGEMENT, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RECEIPT OF REPORT ENTITLED “THE CITY OF NORMAN SINGLE AUDIT REPORT FOR THE YEAR ENDED JUNE 30, 2023,” AS PREPARED BY THE CITY OF NORMAN FINANCE DEPARTMENT AND AUDITED BY THE FIRM OF FORVIS, L.L.P., FOR THE CITY OF NORMAN, OKLAHOMA, NORMAN UTILITIES AUTHORITY, NORMAN MUNICIPAL AUTHORITY, NORMAN ECONOMIC DEVELOPMENT AUTHORITY AND NORMAN TAX INCREMENT FINANCE AUTHORITY.

BACKGROUND:

Many of the federal and state grants that the City receives require an audit report to be reviewed by independent accountants, as directed by the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Award. The “Single Audit” report is included to meet those requirements.

On June 9, 2023, the Council accepted the proposal of Forvis, LLP, (RFP 2223-64), to provide independent auditing services for the City of Norman, the Norman Municipal Authority, Norman Utilities Authority, Norman Tax Increment Finance Authority and related entities for a period of three fiscal years with an option to extend the services for an additional two fiscal years.

DISCUSSION:

The audited financial statements of both the City and its Trusts were received by City Council on December 12, 2023. The Single Audit was not complete at that time.

The City received an unmodified (“clean”) opinion from Forvis, LLP that the Single Audit fairly represents the City’s grant operations as of June 30, 2023, in all material respects.

Also included with this item is a “management letter” from Forvis, LLP. It discusses findings during the audit review that are not considered material to the overall operations of the City,

future audit and accounting standards to be considered, or other items that would impact on the fair representation of the City's financial position.

RECOMMENDATION:

It is recommended that the Fiscal Year 2022-2023 Single Audit Report be accepted. All documents are available for review in the City Clerk's Office.



Two Leadership Square South Tower, 211 N. Robinson Avenue, Suite 600 / Oklahoma City, OK 73102

P 405.606.2580 / F 405.600.9799

forvis.com

Honorable Mayor, City Council, Finance Committee, and Management
City of Norman, Oklahoma
Norman, Oklahoma

As part of our audit of the compliance of City of Norman, Oklahoma as of and for the year ended June 30, 2023, we wish to communicate the following to you.

AUDIT SCOPE AND RESULTS

Auditor's Responsibility Under Auditing Standards Generally Accepted in the United States of America; the Standards Applicable to Financial Audits Contained in *Government Auditing Standards*, Issued by the Comptroller General of the United States; and U.S. Office of Management and Budget (OMB) Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance)*

An audit performed in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and the Uniform Guidance is designed to obtain reasonable, rather than absolute, assurance about whether noncompliance with the types of compliance requirements described in the *OMB Compliance Supplement* that could have a direct and material effect on a major federal award program occurred.

A compliance audit includes designing procedures to detect both intentional and unintentional material noncompliance. The auditor can obtain reasonable, but not absolute, assurance about the entity's compliance because of factors such as the need for judgment, the use of sampling, the inherent limitations of internal control over compliance with applicable compliance requirements, and the fact that much of the evidence available to the auditor is persuasive rather than conclusive in nature. Our engagement does not include a detailed audit of every transaction. Our contract more specifically describes our responsibilities.

Refer to letter dated December 6, 2023 for communications as the result of the financial statement audit.

These standards require communication of significant matters related to a compliance audit that are relevant to the responsibilities of those charged with governance in overseeing the compliance audit process. Such matters are communicated in the remainder of this letter or have previously been communicated during other phases of the audit. The standards do not require the auditor to design procedures for the purpose of identifying other matters to be communicated with those charged with governance.

An audit of compliance does not relieve management or those charged with governance of their responsibilities. Our contract more specifically describes your responsibilities.

Significant Unusual Transactions

Significant unusual transactions represent significant transactions that are outside the normal course of business for the entity or that otherwise appear to be unusual due to their timing, size, or nature. We have identified the following transactions that we consider to be significant and unusual.

No matters are reportable.

Other Material Communications

Listed below are other material communications between management and us related to the audit:

- Management representation letter (attached)
- We orally communicated to management deficiencies in internal control over compliance identified during our audit that are not considered material weaknesses or significant deficiencies.

This communication is intended solely for the information and use of management, the Finance Committee, City Council, others within the entity, and federal agencies and pass-through entities and is not intended to be and should not be used by anyone other than these specified parties.

FORVIS, LLP

March 27, 2024



The City of NORMAN

Representation of:
201 West Gray, Bldg. C • P.O. Box 370
City of Norman, Oklahoma 73070
Norman, Oklahoma 73069
201 W. Gray Street, Bldg. C
Norman, OK 73069

Item 5.

OFFICE OF THE FINANCE DIRECTOR
Phone 405-366-5413
FAX: 405-366-5417

Provided to:
FORVIS, LLP
Certified Public Accountants
211 N. Robinson Avenue, Suite 600
Oklahoma City, OK 73102-9421

The undersigned (We) are providing this letter in connection with FORVIS' audit of our compliance with requirements applicable to our major federal awards program as of and for the year ended June 30, 2023.

Our representations are current and effective as of the date of FORVIS' report: March 27, 2024.

Our engagement with FORVIS is based on our contract for services dated: August 4, 2023.

Consideration of Material Matters

Certain representations in this letter are described as being limited to matters that are material. Items are considered material, regardless of size, if they involve an omission or misstatement of accounting information that, in light of surrounding circumstances, makes it probable that the judgment of a reasonable person relying on the information would be changed or influenced by the omission or misstatement. An omission or misstatement that is monetarily small in amount could be considered material as a result of qualitative factors.

Confirmation of Matters Specific to the Subject Matter of FORVIS' Report

We confirm, to the best of our knowledge and belief, the following:

Broad Matters

1. We have fulfilled our responsibilities, as set out in the terms of our contract, for compliance with requirements applicable to our major federal awards program.
2. We acknowledge our responsibility for the design, implementation, and maintenance of internal control to prevent and detect fraud.
3. We have provided you with:
 - a. Access to all information of which we are aware that is relevant to the compliance requirements applicable to each of our major federal awards programs.
 - b. Additional information that you have requested from us for the purpose of the audit.
 - c. Unrestricted access to persons within the entity from whom you determined it necessary to obtain audit evidence.
 - d. All significant contracts and grants.
4. We have responded fully and truthfully to all your inquiries.

Government Auditing Standards

5. We acknowledge that we are responsible for compliance with applicable laws, regulations, and provisions of contracts and grant agreements.
6. We have identified and disclosed to you all laws, regulations, and provisions of contracts and grant agreements that have a direct and material effect on the determination of amounts in our financial statements or other financial data significant to the audit objectives.
7. We have identified and disclosed to you any violations or possible violations of laws, regulations, including those pertaining to adopting, approving, and amending budgets, and provisions of contracts and grant agreements, tax or debt limits, and any related debt covenants whose effects should be considered for recognition and/or disclosure in the financial statements or for your reporting on noncompliance.
8. We have taken or will take timely and appropriate steps to remedy any fraud, abuse, illegal acts, or violations of provisions of contracts or grant agreements that you or other auditors report.
9. We have a process to track the status of audit findings and recommendations.
10. We have identified to you any previous financial audits, attestation engagements, performance audits, or other studies related to the objectives of your audit and the corrective actions taken to address any significant findings and recommendations made in such audits, attestation engagements, or other studies.

Federal Awards Programs (Uniform Guidance)

11. We have identified in the schedule of expenditures of federal awards all assistance provided (either directly or passed through other entities) by federal agencies in the form of grants, contracts, loans, loan guarantees, property, cooperative agreements, interest subsidies, commodities, insurance, direct appropriations, or in any other form.
12. We have disclosed to you all contracts or other agreements with service organizations, and we have disclosed to you all communications from the service organizations relating to noncompliance at the service organizations.
13. We have reconciled the schedule of expenditures of federal awards to the financial statements.
14. Federal awards-related revenues and expenditures are fairly presented, both in form and content, in accordance with the applicable criteria in the entity's financial statements.
15. We have evaluated all recipient organizations that received federal funding and have correctly identified all subrecipients on the schedule of expenditures of federal awards.
16. We have identified the types of compliance requirements described in the *U.S. Office of Management and Budget (OMB) Compliance Supplement* regarding activities allowed or unallowed; allowable costs/cost principles; cash management; eligibility; equipment and real property management; matching, level of effort, earmarking; period of performance of federal funds; procurement and suspension and debarment; program income; reporting; subrecipient monitoring; and special tests and provisions that are applicable to each of our federal awards programs. We have identified to you our interpretation of any applicable compliance requirements subject to varying interpretations.

17. We are responsible for complying, and have complied, with the requirements of Title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance).
18. We are responsible to understand and comply with the requirements of federal statutes, regulations, and the terms and conditions of federal awards related to each of our federal awards programs and have disclosed to you any and all instances of noncompliance with those requirements occurring during the period of your audit or subsequent thereto to the date of this letter of which we are aware. Except for any instances of noncompliance we have disclosed to you, we believe the entity has complied with all applicable compliance requirements.
19. We are responsible for the design, implementation, and maintenance of internal controls over compliance that provide reasonable assurance we have administered each of our federal awards programs in compliance with federal statutes, regulations, and the terms and conditions of the federal awards.
20. We have made available to you all federal awards (including amendments, if any) and any other correspondence or documentation relevant to each of our federal awards programs and to our compliance with applicable requirements of those programs.
21. The information presented in federal awards program financial reports and claims for advances and reimbursements is supported by the books and records from which our financial statements have been prepared.
22. The costs charged to federal awards are in accordance with applicable cost principles.
23. The reports provided to you related to federal awards programs are true copies of reports submitted or electronically transmitted to the federal awarding agency, the applicable payment system, or pass-through entity in the case of a subrecipient.
24. Amounts claimed or used for matching were determined in accordance with the Uniform Guidance regarding cost principles.
25. We have monitored any subrecipients to determine that they have expended federal awards in accordance with federal statutes, regulations, and the terms and conditions of the subaward and have met the audit and other requirements of the Uniform Guidance.
26. We have taken appropriate corrective action on a timely basis after receipt of any subrecipient's auditor's report that identified findings and questioned costs pertaining to federal awards programs passed through to the subrecipient by us.
27. We have considered the results of any subrecipient's audits received and made any necessary adjustments to our books and records.
28. We have disclosed to you any communications from federal awarding agencies and pass-through entities concerning possible noncompliance with the applicable compliance requirements for each of our federal awards programs, including any communications received from the end of the period of your audit through the date of this letter.
29. We have identified to you any previous compliance audits, attestation engagements, and internal or external monitoring related to the objectives of your compliance audit, including findings received and corrective actions taken to address any significant findings and recommendations made in such audits, attestation engagements, or other monitoring.
30. The reporting package does not contain any protected personally identifiable information.

31. No changes have been made in internal control over compliance or other factors that might significantly affect internal control, including any corrective action we have taken regarding significant deficiencies or material weaknesses in internal control over compliance subsequent to the period covered by the auditor's report.

Litigation, Laws, Rulings, & Regulations

32. We have no knowledge of communications, other than those specifically disclosed, from regulatory agencies, governmental representatives, employees, or others concerning investigations or allegations of noncompliance with laws and regulations, deficiencies in financial reporting practices, or other matters that could have a material adverse effect on our compliance.
33. We have disclosed to you all known instances of violations or noncompliance or possible violations or suspected noncompliance with laws and regulations whose effects should be considered.
34. There are no regulatory examinations currently in progress for which we have not received examination reports.

Nonattest Services

35. You have provided nonattest services, including the following, during the period of this engagement:

- Preparing a draft of the schedule of expenditures of federal awards.
- Completing the auditee portion of the Form SF-SAC (Data Collection Form) through the Federal Audit Clearinghouse.

36. With respect to these services:

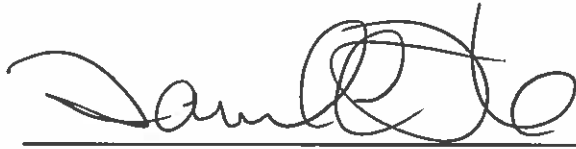
- a. We have designated a qualified management-level individual to be responsible and accountable for overseeing the nonattest services.
- b. We have established and monitored the performance of the nonattest services to ensure they meet our objectives.
- c. We have made any and all decisions involving management functions with respect to the nonattest services and accept full responsibility for such decisions.
- d. We have evaluated the adequacy of the services performed and any findings that resulted.
- e. We have established and maintained internal controls, including monitoring ongoing activities.
- f. When we receive final deliverables from you, we will store those deliverables in information systems controlled by us. We have taken responsibility for maintaining internal control over these deliverables.

Supplementary Information

37. With regard to supplementary information:

- a. We acknowledge our responsibility for the presentation of the supplementary information in accordance with the applicable criteria.

- b. We believe the supplementary information is fairly presented, both in form and content, in accordance with the applicable criteria.
- c. The methods of measurement and presentation of the supplementary information are unchanged from those used in the prior period, and we have disclosed to you any significant assumptions or interpretations underlying the measurement and presentation of the supplementary information.
- d. We believe the significant assumptions or interpretations underlying the measurement and/or presentation of the supplementary information are reasonable and appropriate.
- e. If the supplementary information is not presented with the audited financial statements, we will make the audited financial statements readily available to intended users of the supplementary information no later than the date such information and the related auditor's report are issued.



Darrel Pyle, City Manager
Darrel.Pyle@NormanOK.gov



Anthony Francisco, Director of Finance
Anthony.Francisco@NormanOK.gov



Clint Mercer, Chief Accountant
Clint.Mercer@NormanOK.gov

City of Norman, Oklahoma

Single Audit Reports

June 30, 2023

City of Norman, Oklahoma
June 30, 2023

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City of Norman, Oklahoma Schedule of Expenditures of Federal Awards Year Ended June 30, 2023

Federal Grantor/Pass-Through Grantor/ Program or Cluster Title	Federal Assistance Listing Number	Pass-Through Entity Identifying Number	Grant or Other Identifying Number	Passed Through to Subrecipients	Total Federal Expenditures
U.S. Department of Housing and Urban Development					
<i>CDBG – Entitlement Cluster</i>					
Community Development Block Grants/Entitlement Grants	14.218	None	#B-17 MC-40-0002	\$ -	\$ 6,225
Community Development Block Grants/Entitlement Grants		None	#B-18 MC-40-0002	-	(995)
Community Development Block Grants/Entitlement Grants		None	#B-19 MC-40-0002	-	7,948
Community Development Block Grants/Entitlement Grants		None	#B-20 MC-40-0002	-	21,178
Community Development Block Grants/Entitlement Grants		None	#B-21 MC-40-0002	-	82,151
Community Development Block Grants/Entitlement Grants		None	#B-22 MC-40-0002	-	726,961
COVID-19 – Community Development Block Grants/Entitlement Grants		None	#B-20 MW-40-0002 (CARES)	-	310,084
<i>Total CDBG – Entitlement Cluster</i>				-	<u>1,153,552</u>
HOME Investment Partnerships Program	14.239	None	#M-18 MC-40-0204	-	58,691
HOME Investment Partnerships Program		None	#M-19 MC-40-0204	-	208,804
HOME Investment Partnerships Program		None	#M-20 MC-40-0204	-	283,435
HOME Investment Partnerships Program		None	#M-21 MC-40-0204	-	1,444
HOME Investment Partnerships Program		None	#M-22 MC-40-0204	-	20,024
<i>Subtotal 14.239</i>				-	<u>572,398</u>
<i>Pass-Through Oklahoma Department of Commerce</i>					
COVID-19 – Community Development Block Grants/State's Program and Non-Entitlement Grants in Hawaii	14.228	18221 CDBGCR20	None	-	455,667
Total U.S. Department of Housing and Urban Development				-	<u>2,181,617</u>
U.S. Department of Interior					
<i>Pass-Through Oklahoma State Historic Preservation Office</i>					
Historic Preservation Fund Grants-in-Aid	15.904	21-612	None	-	8,407
Total U.S. Department of Interior				-	<u>8,407</u>
U.S. Department of Justice					
<i>Pass-Through Oklahoma District Attorney's Office</i>					
Crime Victim Assistance	16.575	2022-VOCA-Norman PD 199	None	-	26,272
Edward Byrne Memorial Justice Assistance Grant (JAG)	16.738	None	15PBJA-21-GG-01749-JAGX	-	15,509
Edward Byrne Memorial Justice Assistance Grant (JAG)		None	15PBJA-22-GG-01749-JAGX	-	36,792
<i>Subtotal 16.738</i>				-	<u>52,301</u>
Equitable Sharing Program	16.922	None	None	-	673
Total U.S. Department of Justice				-	<u>79,246</u>
U.S. Department of Transportation					
<i>Pass-Through Association of Central Oklahoma Governments</i>					
Highway Planning and Construction	20.205	J/P 11767(37)	None	-	16,000
Highway Planning and Construction		FTA-PL-2023-02	None	-	40,000
Highway Planning and Construction		CMAQ2022-01	None	-	8,333
<i>Subtotal 20.205</i>				-	<u>64,333</u>
<i>Pass-Through Oklahoma Tourism and Recreation Department</i>					
Recreational Trails Program	20.219	21(111)	None	-	25,500
Federal Transit Cluster					
Federal Transit – Formula Grants	20.507	None	OK-2022-011-00	-	679,700
Federal Transit – Formula Grants		None	OK-2023-004-00	-	2,313,333
Federal Transit – Formula Grants		None	OK-2023-023-00	-	456,107
<i>Total Federal Transit Cluster</i>				-	<u>3,449,140</u>
Highway Safety Cluster					
<i>Pass-Through Oklahoma State Highway Safety Office</i>					
State and Community Highway Safety	20.600	PT-22-03-19-14	None	-	5,545
State and Community Highway Safety		PT-23-03-23-15	None	-	4,630
<i>Total Highway Safety Cluster</i>				-	<u>10,175</u>
Total U.S. Department of Transportation				-	<u>3,549,148</u>
Federal					

City of Norman, Oklahoma
Schedule of Expenditures of Federal Awards, continued
Year Ended June 30, 2023

Federal Grantor/Pass-Through Grantor/ Program or Cluster Title	Assistance Listing Number	Pass-Through Entity Identifying Number	Grant or Other Identifying Number	Passed Through to Subrecipients	Total Federal Expenditures
U.S. Department of Treasury					
COVID-19 - Coronavirus State and Local Recovery Funds	21.027	None	None	\$ 2,786,000	\$ 4,239,243
Total U.S. Department of Treasury				2,786,000	4,239,243
U.S. Department of Federal Emergency Management					
<i>Pass-Through Oklahoma Department of Emergency Management</i>					
FEMA – Disaster Grants – Public Assistance (Oct 2020 Ice Storm)	97.036	FEMA 4575 DR OK	None	-	775,623
FEMA – Hazard Mitigation Grant Program	97.039	None	DR-4438-0012-OK	-	170,559
FEMA – Building Resilient Infrastructure and Communities	97.047	None	FEMA EMT-2020-BR-014-004	-	81,053
FEMA – Building Resilient Infrastructure and Communities		None	FEMA EMT-2020-BR-014-005	-	54,285
<i>Subtotal 97.047</i>				-	135,338
Total U.S. Department of Federal Emergency Management				-	1,081,520
U.S. Department of Health and Human Services					
<i>Pass-Through National Association of County and City Health Officials</i>					
Medical Reserve Corps Small Grant Program	93.008	MRC 20 - 0333	None	-	2,354
Medical Reserve Corps Small Grant Program		MRC 22 - 0333	None	-	1,625
Medical Reserve Corps Small Grant Program		MRC RISE22 - 0333	None	-	67,675
Medical Reserve Corps Small Grant Program		MRC 23 - 0333	None	-	4,000
<i>Subtotal 93.008</i>				-	75,654
Total U.S. Department of Health and Human Services				-	75,654
Total Expenditures of Federal Awards				\$ 2,786,000	\$ 11,214,835

City of Norman, Oklahoma
Notes to Schedule of Expenditures of Federal Awards
Year Ended June 30, 2023

Note 1: Basis of Presentation

The accompanying schedule of expenditures of federal awards (the Schedule) includes the federal award activity of the City of Norman, Oklahoma (the City) under programs of the federal government for the year ended June 30, 2023. The information in this Schedule is presented in accordance with the requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Because the Schedule presents only a selected portion of the operations of the City, it is not intended to and does not present the financial position, changes in financial position, or cash flows of the City.

Note 2: Summary of Significant Accounting Policies

Expenditures reported on the Schedule are reported on the modified accrual basis of accounting. Such expenditures are recognized following the cost principles contained in the Uniform Guidance or other regulatory requirements, wherein certain types of expenditures are not allowable or are limited as to reimbursement. Negative amounts shown on the Schedule represent adjustments or credits made in the normal course of business to amounts reported as expenditures in prior years.

Note 3: Indirect Cost Rate

The City has elected not to use the 10% de minimis indirect cost rate allowed under the Uniform Guidance.

Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with Government Auditing Standards

Independent Auditor's Report

Honorable Mayor and City Council
City of Norman, Oklahoma
Norman, Oklahoma

We have audited, in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City of Norman, Oklahoma (the City) as of and for the year ended June 30, 2023 and the related notes to the financial statements, which collectively comprise the City's basic financial statements, and have issued our report thereon dated December 6, 2023.

Report on Internal Control over Financial Reporting

In planning and performing our audit of the financial statements, we considered the City's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. Accordingly, we do not express an opinion on the effectiveness of the City's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses or significant deficiencies may exist that were not identified.

Honorable Mayor and City Council
City of Norman, Oklahoma

Report on Compliance and Other Matters

As part of obtaining reasonable assurance about whether the City's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit and, accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

FORVIS, LLP

Oklahoma City, Oklahoma
December 6, 2023

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forvis.com

Report on Compliance for the Major Federal Program; Report on Internal Control over Compliance; and Report on Schedule of Expenditures of Federal Awards Required by the Uniform Guidance

Independent Auditor’s Report

Honorable Mayor and City Council
City of Norman, Oklahoma
Norman, Oklahoma

Report on Compliance for the Major Federal Program

Opinion on the Major Federal Program

We have audited the City of Norman, Oklahoma’s (the City) compliance with the types of compliance requirements identified as subject to audit in the *OMB Compliance Supplement* that could have a direct and material effect on the City’s major federal program for the year ended June 30, 2023. The City’s major federal program is identified in the “Summary of Auditor’s Results” section of the accompanying schedule of findings and questioned costs.

In our opinion, the City complied, in all material respects, with the compliance requirements referred to above that could have a direct and material effect on its major federal program for the year ended June 30, 2023.

Basis for Opinion on the Major Federal Program

We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America (GAAS); the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States (*Government Auditing Standards*); and the audit requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Our responsibilities under those standards and the Uniform Guidance are further described in the “Auditor’s Responsibilities for the Audit of Compliance” section of our report.

We are required to be independent of the City and to meet our other ethical responsibilities, in accordance with relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion on compliance for the major federal program. Our audit does not provide a legal determination of the City’s compliance with the compliance requirements referred to above.

Honorable Mayor and City Council
City of Norman, Oklahoma

Responsibilities of Management for Compliance

Management is responsible for compliance with the requirements referred to above and for the design, implementation, and maintenance of effective internal control over compliance with the requirements of laws, statutes, regulations, rules, and provisions of contracts or grant agreements applicable to the City's federal program.

Auditor's Responsibilities for the Audit of Compliance

Our objectives are to obtain reasonable assurance about whether material noncompliance with the compliance requirements referred to above occurred, whether due to fraud or error, and express an opinion on the City's compliance based on our audit. Reasonable assurance is a high level of assurance but is not absolute assurance and, therefore, is not a guarantee that an audit conducted in accordance with GAAS, *Government Auditing Standards*, and the Uniform Guidance will always detect material noncompliance when it exists. The risk of not detecting material noncompliance resulting from fraud is higher than for that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements referred to above is considered material if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about the City's compliance with the requirements of its major federal program as a whole.

In performing an audit in accordance with GAAS, *Government Auditing Standards*, and the Uniform Guidance, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the City's compliance with the compliance requirements referred to above and performing such other procedures as we considered necessary in the circumstances.
- Obtain an understanding of the City's internal control over compliance relevant to the audit in order to design audit procedures that are appropriate in the circumstances and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control over compliance. Accordingly, no such opinion is expressed.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that we identified during the audit.

Report on Internal Control over Compliance

A deficiency in internal control over compliance exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. *A material weakness in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. *A significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material

Honorable Mayor and City Council
City of Norman, Oklahoma

weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the “Auditor’s Responsibilities for the Audit of Compliance” section above and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies in internal control over compliance. Given these limitations, during our audit we did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses, as defined above. However, material weaknesses or significant deficiencies in internal control over compliance may exist that were not identified.

Our audit was not designed for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, no such opinion is expressed.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

Report on Schedule of Expenditures of Federal Awards Required by the Uniform Guidance

We have audited the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City, as of and for the year ended June 30, 2023, and the related notes to the financial statements, which collectively comprise the City’s basic financial statements. We have issued our report thereon dated December 6, 2023, which contained unmodified opinions on those financial statements. Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the basic financial statements. The accompanying schedule of expenditures of federal awards is presented for purposes of additional analysis as required by the Uniform Guidance and is not a required part of the basic financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with GAAS. In our opinion, the schedule of expenditures of federal awards is fairly stated in all material respects in relation to the basic financial statements as a whole.

FORVIS,LLP

Oklahoma City, Oklahoma
March 27, 2024

City of Norman, Oklahoma
Schedule of Findings and Questioned Costs, continued
Year Ended June 30, 2023

Section II – Financial Statement Findings

Reference Number	Finding
	No matters are reportable.

Section III – Federal Award Findings and Questioned Costs

Reference Number	Finding
	No matters are reportable.

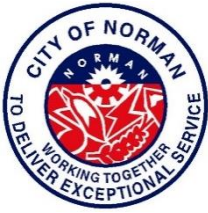
City of Norman, Oklahoma
Summary Schedule of Prior Audit Findings
Year Ended June 30, 2023

Reference Number	Summary of Finding	Status
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No matters are reportable.

File Attachments for Item:

6. CONSIDERATION OF ACCEPTANCE, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF AMENDMENT ONE TO CONTRACT K-2223-16: BY AND BETWEEN THE NORMAN UTILITIES AUTHORITY AND PLUMMER ASSOCIATES, INC., IN THE AMOUNT OF \$49,286 FOR A REVISED CONTRACT AMOUNT OF \$578,186 TO PROVIDE ADDITIONAL ENGINEERING DESIGN SERVICES FOR THE GROUNDWATER BLENDING AND DISINFECTION SYSTEM PROJECT.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 04/09/2024

REQUESTER: Rachel Croft, Water Treatment Plant Manager

PRESENTER: Rachel Croft, Water Treatment Plant Manager

ITEM TITLE: CONSIDERATION OF ACCEPTANCE, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF AMENDMENT ONE TO CONTRACT K-2223-16: BY AND BETWEEN THE NORMAN UTILITIES AUTHORITY AND PLUMMER ASSOCIATES, INC., IN THE AMOUNT OF \$49,286 FOR A REVISED CONTRACT AMOUNT OF \$578,186 TO PROVIDE ADDITIONAL ENGINEERING DESIGN SERVICES FOR THE GROUNDWATER BLENDING AND DISINFECTION SYSTEM PROJECT.

BACKGROUND:

The City of Norman/Norman Utilities Authority (NUA) currently owns and operates a well field with forty-three (43) active groundwater wells. The water produced from the groundwater wellfield is in compliance with all primary drinking water standards as established by the Oklahoma Department of Environmental Quality and Environmental Protection Agency. Historically, groundwater systems which are in compliance with the standards set forth in the Safe Drinking Water Act and Oklahoma Administrative Code 252:631 Public Water Supply Operation are not required to provide treatment or residual disinfectant. However, the NUA also treats and distributes surface water from Lake Thunderbird and purchases water from the City of Oklahoma. Both the surface water sources currently have chloramines as a residual disinfectant and blend with groundwater in the distribution system piping. Since Norman's system has combined surface and groundwater sources, ODEQ has indicated that the system will need to be modified such that a minimum disinfectant residual of 1.0 mg/L of chloramines (NH₂Cl) should be found throughout all parts of the system in the future. This requirement is also being mandated for other systems in Oklahoma that utilize both surface water and groundwater supplies in a common distribution system.

Additionally, groundwater from the Garber Wellington Aquifer can naturally contain arsenic, chromium, and other constituents. As drinking water regulations become more stringent, a centralized location is necessary to provide treatment since individual treatment systems at each well will require significant capital and operation costs.

Therefore, a centralized location to blend the groundwater wells and provide a residual disinfectant and possibly future treatment to meet future regulations is necessary. This plan was envisioned previously and land acquisition was a component of the successful 2015 water rate increase. On Jun 15, 2021, Contract K-2021-129 with Carollo Engineers, Inc. was approved to

evaluate possible land sites and develop preliminary layouts for the immediate and future needs for the groundwater blending and disinfection facility. As part of this contract, a 28-acre tract of land located at 4020 E Tecumseh Road was evaluated and determined to meet the current and future needs for the facility. This property was acquired under Contract K-2122-93 on February 22, 2022, with closing completed on March 10, 2022.

Contract K-2223-16 with Plummer Associates, Inc., was approved on October 11, 2022. Initial design efforts have been completed and a public meeting was held with nearby residents on December 11, 2023.

DISCUSSION:

Following the public meeting, additional work is warranted to improve the initial design and complete additional renderings to better portray the finished use of the site. This amendment will provide three additional renderings, revise landscaping, and the layout of the site. Additionally, to accommodate minor changes following the next public meeting, additional design allowances of \$20,000 are included and can only be used with prior approval by staff.

Funds are available in the amount of \$846,010 in Well Field Blending WTP design account (WA0214-DESIGN – 31993398-46201). This is sufficient to fund the proposed contract amendment of \$49,286.

RECOMMENDATION:

Staff recommends the NUA approve Amendment No. 1 to Contract K-2223-16 with Plummer Associates, Inc., in the amount of \$49,286 for a revised contract amount of \$578,186 for engineering services for the Groundwater Blending and Disinfection System.

**AMENDMENT NO. 1
TO CONTRACT K-2223-16
FOR
ENGINEERING SERVICES**

This Amendment No. 1 dated this _____ day of _____ 2024 is made a part of Contract K-2223-16 (Agreement) dated October 11, 2022, between the Norman Utilities Authority (OWNER) and Plummer Associates, Inc. (ENGINEER) for professional engineering services.

- 1. The times for the performance of ENGINEER's services of said Agreement are amended as set forth in Attachment A, attached hereto and incorporated by reference herein.
- 2. The Scope of Services of ENGINEER of said Agreement are amended and supplemented as described in Attachment B, attached hereto and incorporated by reference herein.
- 3. The method of payment for services rendered by ENGINEER shall be set forth in Attachment C, attached hereto and incorporated by reference herein.

Acceptance of the terms of this Amendment is acknowledged by the following authorized signatures of the parties to the Agreement. All other particulars in the original Agreement, and not specifically referenced in this Amendment No. 1 remain in effect and unchanged.

IN WITNESS WHEREOF, OWNER and ENGINEER have executed this AGREEMENT.

DATED this _____ day of _____ 2024.

Plummer Associates, Inc. - ENGINEER

ATTEST

By: Ellen McDonald
 Title: Vice President

Alan E. Davis, PE
 ALAN E. DAVIS, PE
 PRINCIPAL, CORPORATE SECRETARY

Norman Utilities Authority- OWNER

APPROVED as to form and legality this 4 day of April, 2024.

Christy Heckel
 City Attorney

APPROVED by the Trustees of the Norman Utilities Authority this _____ day of _____, 2024.

ATTEST

By: _____
 Title: Chairman

Secretary

ATTACHMENT A

SCHEDULE

ENGINEER shall complete and submit 3-dimensional renderings to the OWNER within 21 calendar days following the receipt of Amendment No. 1 from the OWNER.

ENGINEER shall complete 95% Design Services and submit 95% plans and specifications to the OWNER within 60 calendar days following receipt of comments on the 3-dimensional renderings from NUA.

ENGINEER shall complete Final Design Services and submit final plans and specifications to the OWNER within 45 calendar days following receipt of comments on the 95% plans and specifications from NUA.

ATTACHMENT B**SCOPE OF SERVICES**

Amendment No. 1 to the Groundwater Disinfection System (Project) includes the new landscape architectural design and architectural renderings based on the current building design.

This Amendment will involve development of the following construction documents:

1. Conceptual berming;
2. Site/civil design;
3. Landscape design;
4. Landscape details;
5. Technical specifications.

ENGINEER shall develop a landscape and conceptual berming plan based upon the civil site plan. This includes a landscape plan (to meet the City of Norman landscape requirements).

ENGINEER will develop Construction Document drawings to construct the landscape work. ENGINEER shall prepare working drawings and technical specifications for the site to reasonably conform to applicable codes and regulations of governmental bodies having jurisdiction over the work at the time of preparation. ENGINEER shall provide full size electronic copies of drawings and technical specifications for review and comment.

ENGINEER shall provide three (3) architectural renderings of the exterior building as follows:

1. Two (2) exterior views of the building that express the character of the architecture through the representation of material finishes and color.
2. One (1) exterior view from the adjacent road with emphasis on the landscaping/berms used to screen the building from view.

ATTACHMENT C

COMPENSATION

The OWNER will compensate ENGINEER on a lump sum basis for the SERVICES rendered. The lump sum fee is broken down below by task as defined in the Scope of Services:

Activity	Task Description	Original Amount	Increase (Decrease)	Revised Amount
2.0	Project Management and Coordination	\$28,500	\$3,440	\$31,940
2.1	Disinfection Engineering Report	\$73,600	\$0	\$73,600
2.2	Detailed Design Services	\$269,600	\$25,846	\$295,446
2.3	Bid Phase Services	\$14,200	\$0	\$14,200
2.4	Construction Phase Services	\$108,000	\$0	\$108,000
2.5	As-Built Record Documents	\$10,000	\$0	\$10,000
Total		\$503,900	\$29,286	\$533,186

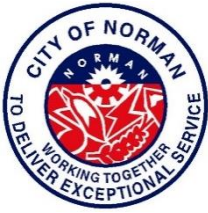
The ENGINEER may submit interim statements, not to exceed one per month, for partial payment for SERVICES rendered. The statements to OWNER will be by task for the percentage of work actually completed. The OWNER shall make interim payments within 30 calendar days in response to ENGINEER's interim statements.

Activity	ADDITIONAL SERVICES Task Description	Original Amount	Increase (Decrease)	Revised Amount
A1	Design and Construction of a Fluoride System	\$25,000	0	\$25,000
A2	Additional Modifications of Design to Successfully Rezone and Plat the Property	\$0	\$20,000	\$20,000
Total		\$25,000	\$20,000	\$45,000

Additional services not included in the work above must be authorized by amendment of the Agreement.

File Attachments for Item:

7. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2324-35: BY AND BETWEEN THE NORMAN UTILITIES AUTHORITY AND THIRKETTLE CORPORATION DBA UTILIUSE, IN THE AMOUNT OF \$16,827,912.23 FOR THE MASTER SERVICES AGREEMENT FOR THE ADVANCED WATER METER INFRASTRUCTURE PROJECT, AND AUTHORIZE EXECUTION OF PERFORMANCE BOND B-2223-79, STATUTORY BOND B-2223-80, AND MAINTENANCE BOND MB-2223-64 CONTINGENT UPON CITY ATTORNEY APPROVAL.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 04/09/2024

REQUESTER: Nathan Madenwald, P.E., Utilities Engineer

PRESENTER: Nathan Madenwald, P.E., Utilities Engineer

ITEM TITLE: CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2324-35: BY AND BETWEEN THE NORMAN UTILITIES AUTHORITY AND THIRKETTLE CORPORATION DBA UTILIUSE, IN THE AMOUNT OF \$16,827,912.23 FOR THE MASTER SERVICES AGREEMENT FOR THE ADVANCED WATER METER INFRASTRUCTURE PROJECT, AND AUTHORIZE EXECUTION OF PERFORMANCE BOND B-2223-79, STATUTORY BOND B-2223-80, AND MAINTENANCE BOND MB-2223-64 CONTINGENT UPON CITY ATTORNEY APPROVAL.

BACKGROUND:

The City of Norman/Norman Utilities Authority water system includes approximately 41,000 water meters that measure water usage for water and sewer billing purposes. The majority of the meters (approximately 39,000) are manually read by meter readers (physically remove the meter lid and read the current usage on the register) and 2,000 meters are read using automated meter reading (AMR; remote sensor used to collect data while driving by in a truck). As the number of meters increase, staffing levels would have to proportionally increase to ensure that meters are read timely and accurately. Insufficient staffing levels can result in missed reads or inaccurate reads that impact customer service and billing revenues. Additionally, the majority of the water meters in Norman have aged past their expected useful life and warrant replacement.

The current state of the water industry is such that Advanced Metering Infrastructure (AMI) has become more commonplace and is being implemented by more utilities. With AMI, meters would be read remotely using cellular infrastructure on water towers (or additional elevated towers if necessary) multiple times per day. With this new system, the following benefits will be realized:

1. Meter reads would occur regularly ensuring more accurate billing;
2. Improved customer service since usage data will be more available to the customer and leak or usage alerts could be configured to notify the customer more timely;
3. Aged meters will be replaced with new, more accurate meters; and
4. Staff would no longer be required to read each meter manually and could be used for other work efforts.

On June 8, 2021, the Norman Utilities Authority (NUA) approved Contract K-2021-75. This contract included work to complete the Assessment Phase of the project and confirm that the NUA had a positive business case to implement Advanced Water Meter Infrastructure. This information was presented to the NUA/City Council on September 28, 2021. Amendment 1 to the contract was approved on October 26, 2021, to provide consulting services through the procurement phase of the project. Amendment 2 to the contract was approved on December 13, 2022, to provide consulting services through the implementation phase of the project

Request for Proposal RFP-2223-13 was issued on August 26 and September 1, 2022 to prospective vendors. Five proposals were received in accordance with RFP-2223-13 and were reviewed by a City evaluation team. Three proposers were “short-listed” for the project and were interviewed on November 15-17, 2022. Thirkettle Corporation, dba Utiliuse, (“Utiliuse”) was unanimously selected as the best vendor.

A grant from the United States Bureau of Reclamation (USBOR) was received by the NUA on February 14, 2023, in the amount of \$2,000,000. With this funding, additional purchasing limitations were required and these were referenced within RFP-2223-13. Specifically, Build America Buy America (BABA) was required which created challenges for the industry since no vendors can meet the requirements (including the five proposers on this project). As such, contracting was delayed until a waiver was issued allowing the use of materials not meeting BABA requirements. This waiver was issued on February 15, 2024, and was applicable to all water metering projects with USBOR funding.

Additionally, a loan from the Oklahoma Water Resources Board under Clean Water State Revolving Fund was obtained on November 4, 2022. The total funding authorized was up to \$15,000,000 for use on the Advanced Water Metering Project.

DISCUSSION:

This project, in total, includes five agenda items for consideration in order to ensure completion. The items are listed below with their contract numbers and descriptions of their purpose:

1. Contract K-2324-35 – Thirkettle Corporation dba Utiliuse – Master Services Agreement (“Utiliuse MSA”)

This agreement will provide for the completion of the project including the acquisition of all materials and their installation plus integration work to allow for a successful completion of the project. Utiliuse will be responsible for coordination of all subcontractors and vendors, and all such subcontractors and vendors will be paid for their “Year 1” services and products through Thirkettle.

2. Contract K-2324-36 – Sensus – Software as a Service and Spectrum Lease Agreement

This agreement will provide for Sensus to submit for a licensed spectrum/frequency through the Federal Communications Commission for Norman and provide software as a service for the network communication (Regional Network Interface) to obtain meter reads and transmit them to the Meter Data Management System (Smartworks). Payment for services under Contract K-2324-36 will be through Contract K-2324-173 with Utility

Technology Services (“UTS”), who is the authorized distributor providing hosting, backhaul and base station services for a term of 10 years total, nine of which (Years 2 through 10) are included in K-2324-173. Payment of UTS’s Year 1 services, like other vendors, is covered under Contract K-2324-35 (Utiliuse MSA). Later yearly payments are outlined in the table below.

3. Contract K-2324-37 – N. Harris Computer Corporation / Advanced Utility Systems – Master Software License, Services and Support and Maintenance Agreement

Under this agreement, Advanced, who is the current vendor for the City’s billing system, will provide an enhanced customer engagement portal. This will be essential for leveraging additional water meter data for the customer to make more informed decisions regarding water usage. Initial (Year 1) payment is covered under Contract K-2324-35 (Utiliuse MSA) with later yearly payments outlined in the table below.

4. Contract K-2324-38 – N. Harris Computer Corporation (Harris) acting through Smartworks - Software Services Agreement

Under this agreement, Harris will provide Smartworks, the Meter Data Management System, to act as the data repository of detailed meter data and to provide monthly billing increment information to the billing system. Initial (Year 1) payment is covered under Contract K-2324-35 (Utiliuse MSA) with later yearly payments outlined in the table below.

5. Contract K-2324-173 – Utility Technology Services – Annual SaaS Fees

Under this agreement, UTS, as the Oklahoma authorized distributor for Sensus and in accordance with the applicable terms of Contract K-2324-36 (Sensus Agreement), will collect the required fees for the Regional Network Interface (RNI), Sensus annual backhaul fee, and base station protection agreement. Initial (Year 1) payment is covered under Contract K-2324-35 (Utiliuse MSA) with later yearly payments outlined in the table below.

This set of contracts sets a framework agreement for the AMI for several years going forward, allowing for predictable and stable planning for implementation and operation of this important infrastructure. At this time, however, NUA only requests to fund Year 1, the costs under the Utiliuse MSA, Contract K-2324-35 in the amount of \$16,827,912.23. Future funding will be sought for ongoing services under the other agreements, which costs are already identified and considered for approval as a part of the total suite of agreements. For Contract K-2324-35, funding is sought as follows:

1. Advanced Water Metering, Construction account 2 – (31993361-46101 – Project WA0351) – Available balance of \$2,000,000 (USBOR Grant). Full \$2,000,000 to be included within the funding; and
2. Advance Water Metering Bond, Construction account - (31999361-46101 – Project WB0351) – Available balance of \$14,999,980. Remainder of contract to utilize this funding - \$14,827,912.23.

The following table is the full budget commitment, considered for approval on this agenda, for the respective agreements:

Year	Contract K-2324-35 Thirkettle/Utiliuse	Contract K-2324-36 Sensus***	Contract K-2324-37 Harris Advanced	Contract K-2324-38 Harris Smartworks	Contract K-2324-173 UTS****
1*	\$16,827,912.23	-	-	-	-
2**	-	-	\$77,235	\$90,514	\$65,896.67
3**	-	-	\$81,096	\$90,514	\$67,873.31
4**	-	-	\$85,150	\$90,514	\$69,914.44
5**	-	-	\$89,410	\$90,514	\$72,014.45
Total	\$16,827,912.23	-	\$332,891	\$362,056	\$275,698.87

*Capital funds to be utilized as described further above in this memo.
 **Operating funds from (31955251-44226) to be utilized for Years 2-5.
 ***Payments required for Contract K-2324-36 will be paid under Contract K-2324-173 to UTS.
 ****Contract K-2324-173 includes amounts for Years 6-10 as well for a total contract amount of \$669,478.85.

This project will be executed as follows:

1. Coordination and integration of software and systems – 6-9 months;
2. Initial deployment area – 9-12 months; and
3. Full deployment – 12-24 months

RECOMMENDATION:

Staff recommends the NUA award Contract K-2324-35 in the amount of \$16,827,912.23 with Thirkettle Corporation dba Utiliuse for the Master Services Agreement for the Advanced Water Metering Infrastructure project (Project WA0351/WB0351), Performance Bond B-2223-79, Statutory Bond B-2223-80, and Maintenance Bond MB-2223-64.

MASTER SERVICES AGREEMENT

This Master Services Agreement (the “Agreement”) is made by and between Thirkettle Corporation dba Utiliuse, a California corporation, having its principal location at 4050 Flat Rock Drive, Riverside, CA 92505 (“Utiliuse”) and Norman Utilities Authority having its principal location at 225 N Webster Avenue, Norman, OK 73069, (the “Client”). Utiliuse and Client are each referred to individually as “Party” or collectively as the “Parties”. The Parties agree as follows:

RECITALS

- A. Client seeks to procure the product and services necessary to implement and deploy a comprehensive Advanced Metering Infrastructure (“AMI”) solution (the “Project”).
- B. Utiliuse is the implementation reseller of certain services, hardware, and software related to the technology manufactured by Sensus USA, Inc. (“Sensus”) and used to measure consumer consumption of Client’s utility resources.
- C. Client has engaged Utiliuse to furnish the products and services (the “Work”) described hereunder to facilitate a functional AMI System for the measurement and metering of Client’s utility resources.
- D. Utiliuse agrees to, in accordance with the terms of this Agreement, supply the goods and perform the services as described in the attached Exhibits and Appendices, which is attached hereto and made a part hereof for all purposes. This Agreement shall include the following:
 1. This Master Services Agreement
 2. Exhibit A: Agreement Pricing
 3. Exhibit B: Utiliuse Statement of Work
 4. Exhibit C: Harris Statements of Work
 5. Exhibit D: Meter Exchange Field Procedures
 6. Exhibit E: Sensus Propagation Analysis
 7. Exhibit F: Integration Overview
 8. Exhibit G: Implementation Schedule (Draft)
 9. Exhibit H: Performance Acceptance and Payment Criteria
 10. Exhibit I: Sensus Warranties
 11. Exhibit J: Performance, Payment, and Maintenance Bonds
 12. Exhibit K: Buy America Domestic Procurement Preference
 13. Exhibit L: Oklahoma Water Resource Board Terms

In consideration of the mutual agreements, covenants, representations and warranties contained herein, and in reliance thereon, intending to be legally bound, Utiliuse and Client agree as follows:

1. **PROJECT.** Utiliuse agrees to provide to Client the products and services that are described in this Agreement and its various Exhibits as part of a global Advanced Metering Infrastructure System (the “AMI System”) for the measurement and metering of the Client’s utility resources. For purposes of this Agreement, Utiliuse will be deemed to have provided such products and services to the extent that any such products and services are provided by Sensus or any other third party approved by the Client.
2. **TERM.** This Agreement shall commence on _____, (the “Effective Date”) and shall continue until all work and services are completed in accordance with the Exhibits and appendices herein unless terminated earlier in accordance with Section 18, below.
3. **LICENSES.** Pursuant to the Sensus Software-as-a-Service and Spectrum Lease Agreement, Contract K-2324-36, the Client shall be provided with leased spectrum and those systems necessary to operate the AMI System including use of the Sensus FlexNet license and frequencies necessary, and the Sensus Regional Network Interface (“RNI”) for the ongoing function of the AMI System that makes up the Project. Additionally, Client

shall be provided with those systems necessary for meter data management (SmartWorks Compass) and customer presentment (Advanced Customer Engagement Portal) pursuant to those agreements.

4. COMMUNICATIONS NETWORK. Client acknowledges and agrees that it is solely responsible for procuring a secure WAN connectivity to each Basestation and the connectivity to data centers and that Utiliuse exercises no control whatsoever over the Client's communications network or performance related issues resulting thereof.
5. PRICING AND PAYMENT. Terms of payment are outlined in Exhibit H. Client shall issue payment within thirty (30) days from the date of invoice for each valid invoice. Notwithstanding, if Client fails to pay any invoice within thirty (30) days of the invoice date, Utiliuse may, at its sole discretion, withhold or suspend the services until Client has paid any past due invoiced amounts or seek termination pursuant to Section 18 of this Agreement. Utiliuse reserves the right to issue late fees to Client for past due amounts at a maximum rate of 1% of the invoice amount for each additional day past due up to a maximum 15% of the invoice total or the maximum amount permitted by law, whichever is less. All pricing and payments shall be in US currency.
6. ECONOMIC PRICE ADJUSTMENT
 - 6.1. In recognition of the potential for fluctuation in Utiliuse's cost for the materials or services provided hereto this Agreement, a price adjustment may be submitted by Utiliuse on an annual basis starting from the Effective Date of this Agreement. The percentage change between the contract price and the requested price shall not exceed the percentage change listed in the U.S. Bureau of Labor Statistics' published Consumer Price Index (CPI) and Producer Price Index (PPI) for that time period. Prices for products or services unaffected by verifiable cost trends or already delivered shall not be subject to adjustment. Following written notice and disclosure, any such adjustment will be implemented subject to agreement of the parties and necessary board or governing body approvals.
 - 6.2. Utiliuse's submitted price adjustment will be made in writing and submitted to Client in a timely manner affording sufficient time to permit Client's option of utilizing its rights pursuant to Paragraph 18 herein. Price adjustments will be for the sole purpose of accommodating changes in Utiliuse's direct economic and inflationary costs of materials or services provided herein.
7. ANNUAL FEES. Client acknowledges certain annual software license, maintenance and support services will be necessary for Client's continued use and access of the AMI System. Client agrees to pay the first-year fees under this Agreement as outlined in Exhibit A hereto. Subsequent annual installments for continued use, access, and support (the "Annual Fees") will be payable by Client to Sensus' authorized distributor (Sensus RNI SaaS, backhaul, and basestation extended warranty), Harris SmartWorks (meter data management software), or Advanced Utility Systems (customer engagement portal) directly and under separate agreement where applicable.
8. MODIFICATIONS, AMENDMENTS AND CHANGE ORDERS. No modification or amendment to this Agreement or the Work herein shall be binding upon either Party hereto unless such amendment is set forth in writing and duly executed by an authorized representative of each Party. Utiliuse and Client each acknowledge additional product and services not detailed or described herein may be required to complete the Work. Either Party may initiate a request to modify, add or remove additional product or services. No additional or removed product or service will be inclusive unless upon written amendment to this Agreement duly executed by an authorized representative from both Parties. Unless included as an optional/supplemental item within Exhibit A or otherwise agreed upon, all additional product or services rendered will be quoted at current market values at the time of request.
9. OWNERSHIP.
 - 9.1. Utiliuse Materials. Utiliuse or its suppliers shall retain all right, title and interest (including but not limited to copyright, trademark, patents, and other proprietary or intellectual property rights) in the Utiliuse Confidential Information and Utiliuse Proprietary Materials (excluding Client Work Product, Client Data and Client Confidential Information).
 - 9.2. Client Materials. The Client shall retain all right, title and interest (including copyright and other proprietary or intellectual property rights) in the Client Work Product, Client Confidential Information and Client Data. Utiliuse may access Client Data only to respond to AMI services or technical problems or at the Client's request, and for the purposes of hosting such Client Data in connection with the provision of

the AMI Services to the Client. Without limiting the generality of the foregoing, Utiliuse agrees that information and data on how the AMI Services are used by Client (such as, but not limited to, benchmarking data, usage patterns and roles) constitute Client Confidential Information and may only be used by Utiliuse to improve the delivery of AMI Services for Client, and may not be used for other purposes, and may not be distributed, transferred in detail or summary form to any third party without the express written consent of Client.

10. CONFIDENTIAL INFORMATION.

- 10.1. To the extent disclosure is not required by applicable law, each party shall hold the other party's Confidential Information in confidence and shall not disclose such Confidential Information to third parties other than to consultants or contractors, subject to similar terms of confidentiality, when disclosure is necessary for the purposes set forth herein, nor use the other party's Confidential Information for any purpose other than the purposes set forth under this Agreement. The foregoing restrictions on disclosure shall not apply to information which is: (i) already known by the recipient, (ii) becomes, through no act or fault of the recipient, publicly known, (iii) received by recipient from a third party without a restriction on disclosure or use, (iv) independently developed by recipient without reference to the other party's Confidential Information, or (v) is a public record under applicable laws, which shall control, subject to the terms of this Section. Subject to the Oklahoma Open Records Act, the Client will maintain the confidentiality of all Utiliuse Confidential Information, and Utiliuse will maintain the confidentiality of all Client Confidential Information, with each party taking all reasonable precautions to protect the same, at a minimum taking those precautions used to protect its own Confidential Information from unauthorized use or disclosure. All Client Data shall be deemed Client Confidential Information for purposes of this Agreement and the protections and requirements set forth herein.
- 10.2. The Client acknowledges that Utiliuse may use products, materials, or methodologies proprietary to Utiliuse. The Client agrees that Utiliuse's provision of services under this Agreement shall not be grounds for the Client to have or obtain any rights in such proprietary products, materials, or methodologies unless the parties have executed a separate written agreement with respect thereto. Utiliuse, for itself and its officers, agents and employees, agrees that it shall treat all information provided to it by the Client as confidential and shall not disclose any such information to a third party without the prior written approval of the Client. Subcontractors and affiliates of Utiliuse who need to know the Confidential Information to perform the Services shall not be considered third party for purposes of this Section.
- 10.3. Unauthorized Access. Utiliuse shall store and maintain Client Information in a secure manner and shall not allow unauthorized users to access, modify, delete or otherwise corrupt Client Information in any way. Utiliuse shall notify the Client immediately if the security or integrity of any Client information has been compromised or is believed to have been compromised, in which event, Utiliuse shall, in good faith, use all commercially reasonable efforts to cooperate with the Client in identifying what information has been accessed by unauthorized means and shall fully cooperate with the Client to protect such information from further unauthorized disclosure.

11. REPRESENTATIONS, WARRANTIES, AND COVENANTS.

- 11.1. Utiliuse represents, warrants and covenants as follows:
- A. Utiliuse has the right to enter into this Agreement and perform in accordance with the terms of this Agreement, and such actions do not violate any third-party agreement or other obligation by which Utiliuse is bound.
- B. Utiliuse is duly qualified to do business and is in good standing in every jurisdiction in which such qualification is required for purposes of this Agreement, except where the failure to be so qualified, in the aggregate, would not reasonably be expected to adversely affect its ability to perform its obligations under this Agreement.
- C. Utiliuse has the full right, corporate power and authority to enter into this Agreement, to grant the rights and licenses granted under this Agreement and to perform its obligations under this Agreement.

D. The execution of this Agreement by Utiliuse's representative herein has been duly authorized by all necessary corporate action of Utiliuse.

12. COMPLIANCE WITH LAWS.

- 12.1. **Utiliuse Compliance with Laws.** Utiliuse will perform their respective obligations under this Agreement in a manner that complies with all Laws: (i) applicable to Utiliuse's respective business and activities, including Laws of any country or jurisdiction from which or through which Utiliuse provides the product or services; and (ii) applicable to Client and Client's affiliates. "Laws" shall include and refer to any and all federal (national), state, provincial, municipal or local laws, regulations, rules, judicial decrees, decisions and judgments, executive and government orders and ordinances, and any and all directives of regional legislative and regulatory bodies and implementing legislation, as well as rules and regulations of any self-regulatory organization by which any party may be bound.
- 12.2. **Client Compliance with Laws.** Client will perform its obligations under this Agreement in a manner that complies with all Laws applicable to Client's business, activities, and facilities. "Laws" shall include and refer to any and all federal (national), state, provincial, municipal or local laws, regulations, rules, judicial decrees, decisions and judgments, executive and government orders and ordinances, and any and all directives of regional legislative and regulatory bodies and implementing legislation, as well as rules and regulations of any self-regulatory organization by which any party may be bound.

13. WARRANTIES.

- 13.1. **Disclaimer.** EXCEPT AS SPECIFICALLY SET FORTH IN THIS AGREEMENT AND TO THE EXTENT PERMITTED UNDER OKLAHOMA LAW, THE SERVICES AND SOFTWARE ARE PROVIDED BY UTILIUSE ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE; provided; however any such warranties received by Utiliuse from its suppliers shall be passed on to Client.
- 13.2. Utiliuse warrants that the services provided by Utiliuse will be performed in a professional and workmanlike manner with a degree of care, skill and competence that is consistent with the then generally accepted industry standards reasonably expected of similar types of engagements and the deliverables herein this Agreement will substantially conform to the deliverables specified in the applicable Exhibits and Appendices hereto through the term of the Agreement.
- 13.3. **Limitations.** Unless otherwise expressly provided herein and to the extent permitted under Oklahoma law, neither Utiliuse nor any of its service providers, licensors, employees or agents warrant that the operation of the services will be uninterrupted or error free. Further, neither Utiliuse nor its suppliers, licensors, employees or agents will be responsible for (i) lost revenue, including revenue lost from third parties, persons, or entities, such as bills for electricity, lighting, gas, or water consumption; (ii) any In/Out Costs, where "In/Out Costs means any and all costs and expense incurred by Client in transporting goods between its warehouse and its end user's premises and any and all costs and expenses incurred in installing, uninstalling, and removing goods; and (iii) any manual meter reading costs and expenses.
- 13.4. **Standard Manufacturer Warranty.** Standard manufacturer product warranties shall apply to all product(s) furnished under this Agreement. Utiliuse and/or their supplier agrees to provide a repaired or replacement meter free of charge, including no charge for freight delivery back to the Client for any meter returned within the warranty provisions.
- 13.5. **Meter Services Warranty.** Utiliuse warrants the quality of workmanship and services provided herein to be reasonably free from defects within twenty-four linear inches downstream (customer side) of the meter connection for a period of thirty (30) days from the date of meter exchange.
- A. Meter Services Warranty is only applicable to the services rendered during the time of meter exchange and only applicable if the failure is reasonably evident of a faulty meter exchange service provided by Utiliuse or its subcontractor.

- B. Utiliuse does not warrant defective product(s) or materials including but not limited to the utility meter, piping, meter couplings, curb stops, shut off valves, meter risers, meter setters, meter boxes or meter box lids, conduit, wire or wire nuts, or other similar materials (the "Materials") used to complete the meter exchange service. Such products will be subject to the manufacturer(s) product warranty. All product warranty concerns will be facilitated through Utiliuse with the appropriate product supplier(s) or manufacturer(s).
- C. Utiliuse does not warrant pre-existing conditions; service line damage(s) resulting from non-approved materials or the service line is not up to code compliance; or damage(s) due to age or instability of galvanized lines on either the distribution or consumer side.
- D. Meter Services Warranty does not include defects as a result of tampering, vandalism, negligence, and/or "Acts-of-God".
- E. Client shall notify Utiliuse of any warrantable concern(s) within five (5) business days of Client becoming aware of suspect failure.
- F. Client acknowledges Utiliuse is unable to determine some pre-existing plumbing conditions, including but not limited to pipe condition, debris or hard water buildup in plumbing lines, unstable or faulty plumbing connections or plumbing fixtures, or water pressure, etc. Due to the unknown condition(s), Utiliuse does not warrant against damage(s) or defect(s) to plumbing, household fixtures, water heaters, water softening or filtration systems, Sloan valves, appliances, water pressure, or other related appurtenances which rely on the utility services provided by Client.
- G. Utiliuse reserves the right to inspect the project worksite prior to performing any work to determine the best course of action to correct the warranty concern. If such inspection is not indicative of Utiliuse's faulty workmanship, Utiliuse, at its sole discretion, may invoice Client for reasonable time and expense incurred to inspect the worksite. Utiliuse will not be held responsible for any unauthorized repair(s) performed by Client, Client's resident or business customer, or any third-party repair company.

14. LIMITATIONS AND DISCLAIMERS OF LIABILITY. DISCLAIMER OF CERTAIN DAMAGES. TO THE EXTENT PERMITTED UNDER OKLAHOMA LAW, IN NO EVENT SHALL ANY PARTY HAVE ANY LIABILITY TO THE OTHER PARTY HERETO FOR ANY LOST PROFITS (WHETHER DIRECT OR INDIRECT), LOSS OF USE, COSTS OF COVER, OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES HOWEVER CAUSED AND, WHETHER IN CONTRACT, TORT, WARRANTY OR UNDER ANY OTHER THEORY OF LIABILITY, WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. THIS LIMIT OF LIABILITY SHALL NOT APPLY TO: (1) DAMAGES CAUSED BY UTILIUSE'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, (2) UTILIUSE'S OBLIGATIONS TO INDEMNIFY AND DEFEND CLIENT UNDER THIS AGREEMENT, OR (3) WRONGFUL DEATH CAUSED BY UTILIUSE.

15. INDEMNIFICATION.

- 15.1. Utiliuse's Obligation. Utiliuse shall defend, indemnify and hold each Client Indemnitee (as defined below) harmless from any and all losses, costs, fines, penalties, damages and other amounts (including reasonable attorney fees) incurred by, assessed against or imposed on a Client Indemnitee arising from or in connection with any and all third party suits, claims, actions or demands (a "Claim"): (i) alleging any Product, Software or any Service infringes any valid and issued patent, copyright, or trademark or similar property right of a third party, (ii) for personal injuries, death or damage to tangible personal and real property caused by the gross negligence or willful misconduct of Utiliuse, its employees or agents; (iii) relating to or arising out of Utiliuse's failure to comply with applicable law; and (iv) relating to or arising out of Utiliuse's breach of its confidentiality obligations hereunder. "Client Indemnitee" shall mean Client, and its respective officers, directors, employees, agents, successors and assigns.
- 15.2. Client Obligation. To the extent allowed by the laws of the State of Oklahoma, Client shall defend, indemnify and hold Utiliuse harmless from any and all losses, costs, fines, penalties, damages and other amounts (including reasonable attorney fees) incurred by, assessed against or imposed on Utiliuse arising from or in connection with any and all third party suits, claims, actions or demands (a "Claim"): (i) for

personal injuries, death or damage to tangible personal and real property caused by the negligence or willful misconduct of Client, its employees, contractors or agents other than Utiliuse; (ii) relating to or arising out of Client's failure to comply with applicable law; and (iii) relating to or arising out of Client's breach of its confidentiality obligations hereunder.

16. **FORCE MAJEURE.** Neither party shall be held liable for delay in fulfilling or failure to fulfill its obligations under this Agreement, if such delay or failure is caused by events beyond the reasonable control of such party, including, without limitation, natural calamity, acts of God, terrorist events, pandemic, epidemic, or delays in product shipment caused by any of the preceding events, provided payment obligations for work completed by Utiliuse under this Agreement shall not be so excused. Each party shall notify the other in writing of any situation that may prevent performance under the terms and conditions of this Agreement.
17. **SUSPENSION OF WORK.** Except in the event of force majeure pursuant to Section 16, and notwithstanding anything to the contrary contained herein, in the event of prolonged (longer than 2 weeks) or indefinite delays or suspension caused solely by Client, Utiliuse may, at its discretion and upon written notice to Client and an opportunity to cure within one week following receipt of notice, elect to remove Utiliuse assets including but not limited to personnel, equipment, storage and disposal facilities, product and materials from the Project worksite. Client agrees to pay for actual costs incurred by Utiliuse resulting from but not limited to loss of payroll/subcontractor compensation, contracted or broken lease fees, demobilization and remobilization fees. Should the Client elect to suspend or postpone indefinitely any portion of the services requested, Utiliuse may demobilize all staff, subcontractors, and/or facilities until such suspension has been lifted or Agreement termination. Notwithstanding, a temporary suspension shall not constitute a breach in contract if such suspension has been notified to Utiliuse in accordance with this section.
18. **TERMINATION.**
- 18.1. **Default.** As provided in this Agreement, and otherwise in the event a Party hereto breaches this Agreement and such breach is not cured during the Cure Period (defined below), if applicable, the non-breaching Party may terminate this Agreement by providing no less than sixty (60) business days' prior written notice of termination (the "Termination Period") to the other Party.
- 18.2. **Breach.** Subject to the terms herein, either party may terminate this Agreement for breach of duty, obligation or warranty upon exhaustion of all remedies set forth herein.
- 18.3. In the event of such termination, all Work shall be suspended as provided in the termination instruction. Client shall pay Utiliuse pursuant to the terms herein for all product and services rendered prior to and through the effective date set forth in the notice of termination.
- 18.4. Upon termination of this Agreement for any reason, Utiliuse shall provide the Client with copies of all completed or partially completed documents prepared under this Agreement contemporaneously with the Client making a final payment to Utiliuse in the amount (a) consistent with services rendered as of the date of termination, including such subscription services Utiliuse has contracted for in fulfillment of the terms of this Agreement, *plus* (b) amounts incurred by Utiliuse to demobilize and orderly conclude open matters/invoices. In the event Utiliuse has received access to Client information or data as a requirement to perform services hereunder, Utiliuse shall return all Client provided data to the Client in a machine-readable format or other format deemed acceptable to the Client, in the Client's reasonable discretion.
- 18.5. **Cure Period.** As used in this Agreement, "Cure Period" means a period a of forty-five (45) days after receipt by a breaching Party of written notice from the non-breaching Party that this Agreement has been breached; in the event that that any particular breach cannot be reasonably cured within such a period, provided the party in breach is exerting good faith efforts to cure the breach, the period shall toll for so long as such efforts continue at the approval of the non-breaching Party. No Cure Period shall be permitted if a Party to this Agreement is found to have already breached this Agreement three (3) times.
19. **INFORMAL DISPUTE RESOLUTION.** Except in the event of termination pursuant to Section 18, if either Utiliuse or Client has a claim, dispute, or other matter in question for breach of duty, obligations, services rendered or any warranty that arises under this Agreement, the Parties shall first attempt to resolve the matter through this dispute resolution process. The disputing Party shall notify the other Party in writing as soon as

practicable after discovering the claim, dispute, or breach. The notice shall state the nature of the dispute and list the Party's specific reasons for such dispute. Within ten (10) business days of receipt of the notice, both Parties shall commence the resolution process and make a good faith effort, either through email, mail, phone conference, in person meetings, or other reasonable means to resolve any claim, dispute, breach or other matter in question that may arise out of, or in connection with this Agreement. If the Parties fail to resolve the dispute within sixty (60) days of the date of receipt of the notice of the dispute, then the Parties shall submit the matter to non-binding mediation within Cleveland County or contiguous counties, Oklahoma. The mediator shall be agreed to by the Parties. If the Parties cannot agree on a mediator, each Party shall select a mediator and the mediators selected by the Parties shall select a mediator to mediate the dispute. Each Party shall be liable for its own expenses, including attorney's fees; however, the Parties shall share equally in the costs of the mediation. If the Parties cannot resolve the dispute through mediation, then either Party shall have the right to exercise any and all remedies available under law regarding the dispute. Notwithstanding the fact that the Parties may be attempting to resolve a dispute in accordance with this informal dispute resolution process, the Parties agree to continue without delay all of their respective duties and obligations under this Agreement not affected by the dispute. Either Party may, before or during the exercise of the informal dispute resolution process set forth herein, apply to a court within the State of Oklahoma having jurisdiction for a temporary restraining order or preliminary injunction where such relief is necessary to protect its interests.

20. **NOTICES.** All notices permitted or required to be given by either Party under this Agreement to the other shall be in writing through each Party's authorized representative(s) as follows:

If to Utiliuse:

Thirkettle Corporation
 DBA Utiliuse
 Attn: Christopher Newville
 16914 Alamo Parkway, Building 2
 Selma, TX 78154
 Email: chris.newville@utiliuse.com

If to Client:

Norman Utilities Authority
 Attn: Nathan Madenwald, Utilities Engineer
 225 N Webster Avenue / PO Box 370
 Norman, OK 73069 / 73070
 Email: nathan.madenwald@normanok.gov

Any such notice shall be deemed to have been properly served if delivered in person or by mail, fax or email to the address of the representative designated above. The date of such notice shall be the date on which it is actually received by the Party to whom it is addressed.

21. **AGREEMENT AUTHORIZED.** Each party represents to the other party that: (i) it has the power and authority to execute and deliver this Agreement and perform its obligations hereunder; (ii) the execution, delivery, and performance of this Agreement has been duly approved and authorized by it; and (iii) the execution and delivery of, and performance by, such party of this Agreement does not and will not, directly or indirectly, (iv) require the consent, approval, or action of, or any filing or notice to (collectively, "Consents"), any corporation, firm, person or other entity or any public, governmental or judicial authority, which Consents have not already been obtained, (v) violate the terms of any instrument, document or agreement to which it is a party, or by which it is bound, or be in conflict with, result in a breach of or constitute (upon the giving of notice or lapse of time or both) a default under any such instrument, document or agreement, or (vi) violate any order, writ, injunction, decree, judgment, ruling, law rule or regulation of any federal, state, county, municipal, or foreign court or governmental authority applicable to it.
22. **INDEPENDENT CONTRACTOR.** The relationship of the Utiliuse to Client is that of an independent contractor, and this Agreement shall not create any joint venture, partnership, or similar relationship. Neither party shall

represent itself as an agent or employee of the other party. Further, Utiliuse expressly warrants and represents that they alone are exclusively responsible for all terms and conditions of employment, including the compensation, of any and all personnel whom Utiliuse assigns to perform any of the services contemplated by this Agreement. Utiliuse further expressly represents and warrants that it maintains all applicable and required insurance (including workers compensation insurance) with respect to such personnel and that in no event shall Client be liable to any Utiliuse employee for any of the terms and conditions of their employment.

23. CONFLICTS OF INTEREST. Utiliuse hereby warrants to the Client that Utiliuse has made full disclosure in writing of any existing or potential conflicts of interest related to Utiliuse's services under this Agreement. In the event that any conflicts of interest arise after the Effective Date of this Agreement, Utiliuse hereby agrees immediately to make full disclosure to the Client in writing.
24. REMEDIES. Except for remedies specifically designated as exclusive, no remedy conferred by the Agreement is intended to be exclusive of any other remedy, and each and every remedy shall be cumulative and shall be in addition to every other remedy given hereunder, now or hereafter existing at law, in equity, by statute or otherwise. The election of any one or more remedies shall not constitute a waiver of the right to pursue other available remedies.
25. SEVERABILITY. If any term, provision or part of the Agreement is to any extent held invalid, void or unenforceable by a court of competent jurisdiction, the remainder of the Agreement shall not be impaired or affected thereby, and each term, provision, and part shall continue in full force and effect, and shall be valid and enforceable to the fullest extent permitted by law.
26. SUCCESSORS. This Agreement shall inure to the benefit of and be binding on the parties hereto and their respective successors and assigns (if such assignment was properly made pursuant to this Agreement).
27. ASSIGNMENT. Utiliuse may not assign any of their respective rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of the other party, including any assignment or transfer in connection with a merger, reorganization, or sale of all or substantially all of the assets or equity of such party. Any attempted assignment in breach of this Section shall be void and constitute a breach of this Agreement. This Agreement shall bind and inure to the benefit of the parties, their respective successors and permitted assigns.
28. NONWAIVER. Any failure or delay by any party to exercise or partially exercise any right, power or privilege hereunder shall not be deemed a waiver of any of the rights, powers or privileges under this Agreement. The waiver by either party of a breach of any term, condition or provision of this Agreement shall not operate as, or be construed as, a waiver of any subsequent breach thereof.
29. ENTIRETY OF AGREEMENT. This Agreement, including any exhibits attached hereto and any documents incorporated herein by reference, contains the entire understanding and agreement between the Client and Utiliuse, their assigns and successors in interest, as to the matters contained herein. Any prior or contemporaneous oral or written agreement, understandings, negotiations, and proposals, whether written or oral, formal or informal between the parties, is hereby declared null and void to the extent in conflict with any provision of this Agreement. Any additional writings shall not modify any limitations or remedies provided in the Agreement. There are no other terms or conditions, oral, written, electronic or otherwise. There are no implied obligations. All obligations are specifically set forth in this Agreement. Further, there are no representations that induced this Agreement that are not included in it. Without limiting the generality of the foregoing, no purchase order placed by or on behalf of Client shall alter any of the terms of this Agreement. The parties agree that such documents are for administrative purposes only, even if they have terms and conditions printed on them and even if and when they are accepted and/or processed by Utiliuse. Any goods, software or services delivered or provided in anticipation of this Agreement under purchase orders placed prior to the execution of this Agreement are governed by this Agreement upon its execution and it replaces and supersedes any such purchase orders.
30. GOVERNING LAW. This Agreement will be governed by and construed in accordance with the laws of the State of Oklahoma.
31. FORUM SELECTION. The Parties agree that any action to interpret or enforce this Agreement shall be brought and maintained only in the courts located within Cleveland County, Oklahoma. The Parties consent to the

exclusive jurisdiction of such courts and waives any objection either Party might otherwise have to jurisdiction and venue in such courts and Parties consent to service of process out of said State of Oklahoma by regular U.S. mail to each Party or any other method of service permitted by such courts.

32. DEFINITIONS.

- 32.1. "Advanced Metering Infrastructure System" is an integrated system of smart meters, communications networks, and data management systems that enables two-way communication between the Client and the customer's meter.
- 32.2. "Sensus Software-as-a-Service and Spectrum Lease Agreement" is an agreement between the Client and Sensus USA, Inc. ("Sensus" including but not limited to the use of the Sensus FlexNet System, Sensus Analytics Software-as-a-Service ("SaaS"), Spectrum License Lease, and Support Standards.
- 32.3. Sensus "Software-as-a-Service ("SaaS") means a software distribution model in which Sensus USA, Inc. hosts the Sensus Analytics software in a secure cloud environment and makes available to customers over the Internet.
- 32.4. "Software" means the computer software described as such in the Sensus Agreement, in machine-readable form only, as well as any updates which may be provided pursuant to the terms of this Agreement.
- 32.5. "Confidential Information" means documents, data, work product and any other sources of information designated as confidential in writing by Client or Utiliuse, as applicable, and any other information that a party should reasonably know is confidential in light of the circumstances surrounding its disclosure.
- 32.6. "Utiliuse Confidential Information" means the Utiliuse Proprietary Materials and any other Utiliuse owned or licensed information or material that Utiliuse designates in writing as confidential.
- 32.7. "Utiliuse Proprietary Materials" mean (i) Software and all computer programs, Documentation, products, forms, tools, methodologies, processes and procedures which were developed and owned by Utiliuse or its subcontractors prior to the Effective Date or which are developed during the term of the Agreement by Utiliuse staff (including employees and subcontractors), expressly excluding any Client Work Product; and (ii) any modifications thereof and derivative works based thereon.
- 32.8. "Client Confidential Information" means the Client Data, Client Proprietary Materials, and any other Client owned or licensed information or material that is designated in writing by Client as proprietary and confidential, or that Utiliuse should reasonably know is confidential in light of the circumstances surrounding its disclosure.
- 32.9. "Client Data" means any or all of the following, and all copies thereof, regardless of the form or media in which such items are held: (i) Confidential Information of Client, including, but not limited to, Personally Identifiable Information; (ii) data and/or information provided or submitted by or on behalf of Client or any Client Affiliate to Utiliuse regardless of whether considered Confidential Information; and (iii) data and/or information stored, recorded, processed, created, derived or generated by Utiliuse as a result of and/or as part of the Services, regardless of whether considered Confidential Information.

[The remainder of this page left blank intentionally.]

33. COUNTERPARTS AND ELECTRONIC SIGNATURE. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original agreement and both of which shall constitute one and the same agreement. The counterparts of this Agreement may be executed and delivered by facsimile or other electronic signature (including portable document format) by either of the parties and the receiving party may rely on the receipt of such document so executed and delivered electronically or by facsimile as if the original had been received.

Client signatory represents and warrants that the signatory has all necessary authorization to purchase and pay for the Services indicated herein.

THE TERMS AND CONDITIONS SET FORTH HEREIN SHALL NOT BE BINDING UNTIL FULLY EXECUTED BY AN AUTHORIZED SIGNATORY FOR BOTH CLIENT AND UTILIUSE (OR ITS APPLICABLE AFFILIATE).

IN WITNESS WHEREOF, this Agreement is hereby executed on behalf of each of the parties hereto as of the date signed by both parties below.

THIRKETTLE CORPORATION
DBA Utiliuse
4050 Flat Rock Drive
Riverside, CA 92505

Norman Utilities Authority
225 N Webster Avenue
Norman, OK 73069



Signature

Christopher Newville
Name (Printed or Typed)

Manager
Title

Apr 5, 2024
Date

Signature

Larry Heikkila
Name (Printed or Typed)

Chairman
Title

Date

ATTEST:

ATTEST:

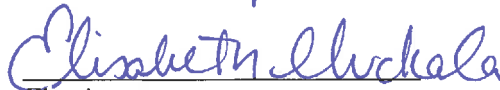


Tommy Thirkettle (Apr 5, 2024 09:58 HST)

Title: President/CEO

Title: City Clerk

REVIEWED as to form and legality this 5 day of April, 2023


City Attorney

MSA Aqua-Metric_Norman, OK (FINAL 04-04-2024)

Final Audit Report

2024-04-05

Created:	2024-04-05
By:	Chris Newville (chris.newville@aqua-metric.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAZP8Cs8QGFTVPyL0T8zuSt8nK4ijQWvTk

"MSA Aqua-Metric_Norman, OK (FINAL 04-04-2024)" History

-  Document created by Chris Newville (chris.newville@aqua-metric.com)
2024-04-05 - 7:47:03 PM GMT - IP address: 72.131.208.142
-  Document e-signed by Chris Newville (chris.newville@aqua-metric.com)
Signature Date: 2024-04-05 - 7:48:14 PM GMT - Time Source: server- IP address: 72.131.208.142
-  Document emailed to Tommy Thirkettle (tommy.thirkettle@aqua-metric.com) for signature
2024-04-05 - 7:48:16 PM GMT
-  Email viewed by Tommy Thirkettle (tommy.thirkettle@aqua-metric.com)
2024-04-05 - 7:57:40 PM GMT - IP address: 104.28.72.32
-  Document e-signed by Tommy Thirkettle (tommy.thirkettle@aqua-metric.com)
Signature Date: 2024-04-05 - 7:58:24 PM GMT - Time Source: server- IP address: 174.202.1.218
-  Agreement completed.
2024-04-05 - 7:58:24 PM GMT

**EXHIBIT A
AGREEMENT PRICING**



Utiliuse
 16914 Alamo Parkway, Bldg. 2 | Selma, TX 78154
 Phone: (210) 967-6304 | Facsimile: (210) 967-6305

April 2, 2024

Client: City of Norman, OK
Attention: Purchasing Department
Address: 201 West Gray Street, Building C
City, State, Zip: Norman, OK 73069
Project: Request for Proposals (RFQ-2223-24) AMI Project
Due Date: October 6, 2022 at 4:00 PM

Line Item No.	Item	Quantity	Unit	Extended
Hardware & Materials				
	Collector/Router: M400B2 Base Station with SPM-900	6	\$22,300.00	\$133,800.00
	Handheld Programming Device: Trimble TDC600 Handheld with USB "c" to USB "Female"	1	\$1,675.00	\$1,675.00
	Sensus CommandLink II Bluetooth Device	1	\$584.00	\$584.00
	3/4" SL iPERL TR/PL Meter	37,999	\$110.00	\$4,179,890.00
	1" iPERL TR/PL Meter	1,406	\$171.11	\$240,580.66
	1 1/2" OMNI R2 TR/PL Meter	654	\$400.00	\$261,600.00
	2" OMNI R2 TR/PL Meter	469	\$461.11	\$216,260.59
	3" OMNI T2 Turbo TR/PL Meter	62	\$961.11	\$59,588.82
	4" OMNI T2 Turbo TR/PL Meter	21	\$1,872.22	\$39,316.62
	6" OMNI T2 Turbo TR/PL Meter	11	\$3,372.22	\$37,094.42
	8" OMNI T2 Turbo TR/PL Meter	9	\$5,722.22	\$51,499.98
	Water Endpoints: 520M Single Port SmartPoint Radio Transmitters	40,973	\$105.00	\$4,302,165.00
	Carson-Brooks 2200-18 Lid, Year One: Alternate, DFW Meter Box Lid Only	32	\$25.00	\$800.00
	Carson-Brooks 2200-18 Lid, Year Two: Alternate, DFW Meter Box Lid Only	3,120	\$25.00	\$78,000.00
	Carson-Brooks 1324 Lid, Year One: Alternate, DFW Meter Box Lid Only	5	\$66.65	\$333.25
	Carson-Brooks 1324 Lid, Year Two: Alternate, DFW Meter Box Lid Only	48	\$66.65	\$3,199.20
	Carson-Brooks 1730 Lid, Year One: Alternate, DFW Meter Box Lid Only	6	\$116.70	\$700.20
	Carson-Brooks 1730 Lid, Year Two: Alternate, DFW Meter Box Lid Only	56	\$116.70	\$6,535.20
Other Hardware				
	3/4" SL Ally Remote Disconnect TR/PL Meter	50	\$388.89	\$19,444.50
	NICOR Read-Rite Model B30, Rectangular, ANSI Tier 15 Polymer Lid, 13.75"X23.125"X2.0" No Lock, Black, Water logo, thru-hole Sensus Recess PNB30NLBKWAThS		\$85.88	
	NICOR Read-Rite Model B36, Rectangular, ANSI Tier 15 Polymer Lid, 17.5"X30.5"X2.0", No Lock, Black, Water Logo, thru-hole Sensus Recess PNB36NLBKWAThS		\$140.00	
	1 1/2" OMNI T2 TR/PL Meter		\$441.18	
	2" OMNI T2 TR/PL Meter		\$1,029.41	
	1 1/2" OMNI C2 TR/PL Meter		\$1,264.71	
	2" OMNI C2 TR/PL Meter	312	\$1,458.82	\$455,151.84
	3" OMNI C2 TR/PL Meter	19	\$1,847.06	\$35,094.14
	4" OMNI C2 TR/PL Meter	6	\$3,211.76	\$19,270.56
	6" OMNI C2 TR/PL Meter	3	\$5,547.06	\$16,641.18
	8" OMNI C2 TR/PL Meter	2	\$8,958.82	\$17,917.64
System Setup & Configuration				
Network Infrastructure				
	Basestation Installation: Boyd EST 35.211514,-97.474577	1	\$16,350.00	\$16,350.00
	Basestation Installation: Brookhaven EST 35.233211,-97.502906	1	\$16,350.00	\$16,350.00
	Basestation Installation: Cascade EST 35.257757,-97.493725	1	\$16,350.00	\$16,350.00
	Basestation Installation: HPP EST 35.236811,-97.399853	1	\$16,350.00	\$16,350.00
	Basestation Installation: Lindsey EST 35.203699,-97.433603	1	\$16,350.00	\$16,350.00
	Basestation Installation: Robinson EST 35.234085,-97.452605	1	\$16,350.00	\$16,350.00
	Network Deployment Contingency	1	\$50,000.00	\$50,000.00
Sensus RNI SaaS				
	RNI SaaS Setup Fee	1	\$24,375.00	\$24,375.00
	Backhaul Modem Setup Fee (MS BH NON NAAS)	6	\$1,000.00	\$6,000.00
	RNI Core Education	1	\$5,500.00	\$5,500.00
	Systems Integration Services, Year One: Sensus RNI to Harris SmartWorks MDM Integration	1	\$15,000.00	\$15,000.00
Harris SmartWorks MDMS				
	One-Time Setup Fee	1	\$25,000.00	\$25,000.00
	Project Management, Year One: All Harris Professional Services	1	\$322,000.00	\$322,000.00
	<i>Milestone 1: Reseller's Notice to Proceed</i>	25%	\$80,500.00	
	<i>Milestone 2: Software Installation</i>	25%	\$80,500.00	
	<i>Milestone 3: Completion of Integrations</i>	20%	\$64,400.00	
	<i>Milestone 4: Completion of Training</i>	15%	\$48,300.00	
	<i>Milestone 5: Completion of UAT</i>	15%	\$48,300.00	
	Harris Additional Post Go-Live Training (40-Hours)	1	\$11,500.00	\$11,500.00
	Harris Refresher Training per section 2.8 of Harris SOW	1	\$11,500.00	\$11,500.00
	Travel and Expenses, Year One	1	\$25,000.00	\$25,000.00
Infinity Customer Engagement Portal (CEP) by Advanced Utility Systems				
	Professional Services Year One: Advanced Utility Systems CEP Deployment	1	\$145,000.00	\$145,000.00
	<i>Milestone 1: Reseller's Notice to Proceed</i>	25%	\$36,250.00	



Utiliuse
 16914 Alamo Parkway, Bldg. 2 | Selma, TX 78154
 Phone: (210)967-6304 | Facsimile: (210)967-6305

April 2, 2024

Client: City of Norman, OK
Attention: Purchasing Department
Address: 201 West Gray Street, Building C
City, State, Zip: Norman, OK 73069
Project: Request for Proposals (RFQ-2223-24) AMI Project
Due Date: October 6, 2022 at 4:00 PM

Line Item No.	Item	Quantity	Unit	Extended
	<i>Milestone 2: Software Installation</i>	25%	\$36,250.00	
	<i>Milestone 3: Completion of Integrations</i>	20%	\$29,000.00	
	<i>Milestone 4: Completion of Training</i>	15%	\$21,750.00	
	<i>Milestone 5: Completion of UAT</i>	15%	\$21,750.00	
NovusCenter Work Order Management System				
	Flat File Exchange Set-Up, Year One: NovusCenter WOMS Setup Fee for IDA Phase	1	\$7,500.00	\$7,500.00
	Flat File Exchange Set-Up, Year Two: NovusCenter WOMS Setup Fee for Full Deployment	1	\$7,500.00	\$7,500.00
	NovusCenter Work Order Data Fee	40,973	\$1.65	\$67,605.45
	NovusCenter Data Review Fee	40,973	\$1.88	\$77,029.24
SaaS Fees (Year 1 Only)				
	Sensus Annual Hosted RNI SaaS Fee Year One, Water Only - IDA Phase of (557) Services	1	\$8,138.89	\$8,138.89
	Sensus Annual Backhaul SaaS Fee Year One	6	\$1,000.00	\$6,000.00
	Annual M400 Basestation Protection Plan (Extended Warranty)	6	\$1,750.00	\$10,500.00
	Harris SmartWorks Year One <i>(Due at Milestone 2: Software Installation)</i>	1	\$100,571.11	\$100,571.11
	AUS Customer Engagement Portal Year One <i>(Due at Milestone 2: Software Installation)</i>	1	\$81,733.33	\$81,733.33
Professional Services				
Project Management				
	Project Management, Year One: Utiliuse Overall Project Management, Monthly Fee	12	\$16,000.00	\$192,000.00
	Project Management, Year Two: Utiliuse Overall Project Management, Monthly Fee	12	\$8,000.00	\$96,000.00
	Item 5: Technical Consultant - Network Integration for IDA, Monthly Fee - Budgeted at a 15% Allocation for the IDA Phase Only	12	\$7,000.00	\$84,000.00
	Project Management, Year One: Installation Field Deployment Management, Montly Fee	1	\$11,000.00	\$11,000.00
	Project Management, Year Two: Installation Field Deployment Management, Montly Fee	12	\$16,500.00	\$198,000.00
	Travel Expense Contingency	1	\$25,000.00	\$25,000.00
Operations				
	Storage, Staging, and Heavy Equipment, Year One: Pallet Jack and All-Terrain Forklift <i>Pallet Jack</i>	1	\$878.57	\$878.57
	<i>All Terrain Forklift</i>	1	\$55,000.00	\$55,000.00
	Storage, Staging, and Heavy Equipment, Year Two:			
	<i>Pickup and Delivery of (6) 8' x 40' Storage Containers</i>	1	\$4,824.86	\$4,824.86
	<i>Monthly Rental Fee for (6) 8' x 40' Storage Containers</i>	12	\$3,902.47	\$46,829.64
	Waste & Debris Disposal, Year One: Monthly Rental Fee for One (1) 8-Yard Trash Container with Weekly Pickup, and One (1) 8-Yard Recycling Container with Twice-Weekly Pickup	1	\$324.89	\$324.89
	Waste & Debris Disposal, Year Two: Monthly Rental Fee for One (1) 8-Yard Trash Container with Weekly Pickup, and One (1) 8-Yard Recycling Container with Twice-Weekly Pickup	12	\$324.89	\$3,898.68
	Call Center, Year One:			
	<i>Programming and Training Fee</i>	1	\$1,103.57	\$1,103.57
	<i>Monthly Fee for 1,000 Minutes</i>	2	\$1,618.57	\$3,237.14
	<i>Each Additional Minute Subject to an Additional \$1.50 per Minute</i>			
	Call Center, Year Two: Monthly Fee for 1,000 Minutes	12	\$1,618.57	\$19,422.84
	Each Additional Minute Subject to an Additional \$1.50 per Minute			
	Mobilization, Year One: IDA Phase Mobilization	1	\$3,676.48	\$3,676.48
	Mobilization, Year Two: Full Deployment Mobilization	1	\$471,280.28	\$471,280.28
	Print and Mailing Services (Pre-Install Postcards), Year One: 6" X 9" Postcard 130# Gloss Cover, Full Color, Double Sided, First Class Presort Postage	557	\$1.41	\$785.37
	Print and Mailing Services (Pre-Install Postcards), Year Two: 6" X 9" Postcard 130# Gloss Cover, Full Color, Double Sided, First Class Presort Postage	40,416	\$1.07	\$43,245.12
	Print Services (41,000 Post-Install Door Hangers), Year One: 4.25" x 11" Standard Door Hanger 100# Gloss Cover with Aqueous Coat, Full Color, Double Sided	1	\$10,692.86	\$10,692.86
Miscellaneous				
	24-Month Performance and Payment Bond	1	\$80,748.21	\$80,748.21
	24-Month Maintenance Bond	1	\$36,870.04	\$36,870.04
	Hazardous Waste Removal, Price Per Pound	3,750	\$3.75	\$14,062.50
	Disposal Fee for Existing Radios			
	Construction Project Sign as per OWRB Requirements	1	\$3,613.87	\$3,613.87
Meter Exchange				
Meter Replacement Installation: Water Meter Replacements				
	3/4" Water Meter Exchange with SmartPoint Installation and Activation	37,999	\$56.33	\$2,140,483.67
	1" Water Meter Exchange with SmartPoint Installation and Activation	1,406	\$56.39	\$79,284.34
	1.5" Water Meter Exchange with SmartPoint Installation and Activation	654	\$281.25	\$183,937.50
	2" Water Meter Exchange with SmartPoint Installation and Activation	781	\$312.50	\$244,062.50



Utiliuse
 16914 Alamo Parkway, Bldg. 2 | Selma, TX 78154
 Phone: (210) 967-6304 | Facsimile: (210) 967-6305

April 2, 2024

Client: City of Norman, OK
Attention: Purchasing Department
Address: 201 West Gray Street, Building C
City, State, Zip: Norman, OK 73069
Project: Request for Proposals (RFQ-2223-24) AMI Project
Due Date: October 6, 2022 at 4:00 PM

Line Item No.	Item	Quantity	Unit	Extended
	3" Water Meter Exchange with SmartPoint Installation and Activation	81	\$500.00	\$40,500.00
	4" Water Meter Exchange with SmartPoint Installation and Activation	27	\$687.50	\$18,562.50
	6" Water Meter Exchange with SmartPoint Installation and Activation	14	\$875.00	\$12,250.00
	8" Water Meter Exchange with SmartPoint Installation and Activation	11	\$1,250.00	\$13,750.00
	Drill Hole in Existing Metal Meter Box Lid (in Warehouse w/ lid seed stock)	29,405	\$11.50	\$338,157.50
	Carson-Brooks 2200-18 Lid: Meter Box Lid Installation Only	3,152	\$5.20	\$16,390.40
	Carson-Brooks 1324 Lid: Meter Box Lid Installation Only	53	\$5.20	\$275.60
	Carson-Brooks 1730 Lid: Meter Box Lid Installation Only	62	\$5.20	\$322.40
	Add-On: Drill Hole in Existing Plastic Meter Box Lid	8,168	\$6.91	\$56,440.88
	Add-On: Confined Space Entry Add On Pricing	120	\$441.18	\$52,941.60
	Add-On: Sensus Ally Remote Disconnect Installation	50	\$6.24	\$312.00
	Add-On: RTU Fee		\$10.00	
Supplemental Work (Considered for contingency allowance)				
	SmartPoint Installation & Activation Only (Pit-Set, Price Per Port Activated)	200	\$37.50	\$7,500.00
	Setter Installation: Meter Resetter / Riser Installation Only	13,666	\$39.10	\$534,340.60
	Box Cleaning (By Hand): Clean Existing Meter Box By Hand		\$46.33	
	Box Cleaning (By Vacuum Truck): Clean Existing Meter Box with Vacuum Truck		\$58.19	
	Box Replacement (in Concrete, Asphalt, Pavers, or Similar)	820	Time & Material	
	Box Replacement (in Dirt, Gravel, Landscaping, Grass, Area with Tree Roots, or Similar): Water Meter Box Adjustment, Removal, or Replacement in Dirt, (5/8" - 1" Only)	4,200	\$95.05	\$399,210.00
	Box Reset (in Concrete, Asphalt, Pavers, or Similar)		Time & Material	
	Box Reset (in Dirt, Gravel, Landscaping, Grass, Area with Tree Roots, or Similar)		Time & Material	
	Plumbing Services	410	Time & Material	
	Install Replacement Inline Valve - 3/4"	200	Time & Material	
	Install Replacement Inline Valve - 1"	100	Time & Material	
	Install Replacement Inline Valve - 1.5"	10	Time & Material	
	Install Replacement Inline Valve - 2"	10	Time & Material	
	New Meter Testing - 3/4": In-Shop New Meter Testing		\$62.50	
	New Meter Testing - 1": In-Shop New Meter Testing		\$93.75	
	New Meter Testing - 1.5": In-Shop New Meter Testing		\$250.00	
	New Meter Testing - 2": In-Shop New Meter Testing		\$250.00	
	New Meter Testing - 3": In-Shop New Meter Testing		\$375.00	

This quote for the product and services named above is subject to the following terms:

- All quotes are subject to the Thirkettle Corporation Terms of Sale.
- Quote is valid for thirty days.
- If modifications in materials, labor, or processing are required to meet new regulations, the pricing submitted herein is subject to immediate change.
- Freight allowed on single orders exceeding \$20,000.00.
- Net Thirty Days to Pay
- Returned product may be subject to a 25% restocking fee.
- Sales Tax and/or Freight charges are not included.

Subtotal	\$15,886,861.63
Field Services Contingency	\$941,050.60
Total	\$16,827,912.23

EXHIBIT B**UTILIUSE STATEMENT OF WORK**

The Norman Utilities Authority (the “Client”) has engaged Utiliuse (“Utiliuse”) to furnish the products and services described hereunder as necessary to implement an Advanced Metering Infrastructure (“AMI”) solution for monitoring Client’s water metering system. This Statement of Work (“SOW”) describes the general services that will be rendered to the Client by Utiliuse and its partners and subcontractors for implementation of the AMI solution.

Utiliuse and Client acknowledge and agree the SOW may adjust as necessary and without formal Change Order to accommodate changes in the project which do not materially impact the overall project scope, schedule or cost. Any significant change(s) to the SOW that would otherwise cause a change in the project scope, schedule or cost shall be executed upon written Change Order pursuant to Section 8 of the Master Service Agreement (the “Agreement”) hereto.

1. **PROJECT SCOPE.** This Statement of Work describes the implementation services that the Utiliuse team will be responsible to deliver
 - 1.1. Designate a primary point of contact (the “Project Manager”) throughout the project deployment who will coordinate responsibilities and tasks between the Client, Utiliuse’s project team, Harris implementation team and the Sensus’ project team.
 - 1.2. Coordinate delivery of materials and supplies detailed in Exhibit A with suppliers.
 - 1.3. Installation of the AMI Network sites as described in the Sensus Propagation study in Exhibit E and to be finalized pending final network design activities:
 - 1.3.1. Brookhaven
 - 1.3.2. Boyd
 - 1.3.3. Cascade
 - 1.3.4. HPP Tower
 - 1.3.5. Lindsey Monopole
 - 1.3.6. Robinson Tower
 - 1.4. Installation and configuration of the following AMI Software:
 - 1.4.1. Sensus FlexNet Regional Network Interface (RNI)
 - 1.4.2. Harris Smartworks Meter Data Management System (MDMS)
 - 1.4.3. Advanced Customer Engagement Portal (CEP)
 - 1.5. Integration of the AMI Software as outlined in Exhibit F and to be finalized pending final design workshops:
 - 1.5.1. California Meter Exchange Protocol (CMEP) Integration (RNI to MDMS)
 - 1.5.2. MDMS Daily Synchronization (Client’s billing system to MDMS)
 - 1.5.3. Billing Integration (MDMS to Client’s billing system)
 - 1.5.4. Customer Portal Synchronization (Client’s billing system to CEP)
 - 1.5.5. Customer Portal Hourly Consumption (MDMS to CEP)
 - 1.6. Train and educate Client personnel and City staff on system use and troubleshooting; meter installation and programing; and smart point installation and activation. Training to be conducted both in remote and onsite formats.
 - 1.7. To facilitate the field deployment, Utiliuse will setup and configure NovusCenter Workorder Management System (WOMS) and integrate with Client utility billing software to facilitate data captured during Utiliuse

field work. The integration between Utiliuse WOMS and Client's utility billing system is commonly referred to as the Meter Swap Integration, which is outlined in Exhibit F.

- 1.8. Field deployment services for all 40,973 locations to (1) exchange meters and installs smartpoints, (2) retrofits registers (for large meters) and install smartpoints or (3) only install smartpoints where the Client has already installed a Sensus AMI meter:
 - 1.8.1. Print and mail of postcards to inform Client's customers of the deployment
 - 1.8.2. Preparing existing meter box lid to accept smart points or replacing meter box lids
 - 1.8.3. Removing existing Client's water meter and installation of the Sensus meter along with installation and activation of the Sensus smart point
 - 1.8.4. Collecting data and pictures related to the meter exchange and sending the collected data through the meter swap integration
 - 1.8.5. Related additional field services needed to facilitate the water meter exchanges as Exhibit A allows.

2. PROJECT PHASING. This SOW will be completed in accordance to the following project phases outlined. Acceptance of each prior phase is a pre-requisite for entry into another phase unless directed by the Client. Acceptance criteria are detailed in Exhibit H.

- 2.1. Planning:

- This phase is used to provide definition and discovery to Utiliuse and any subcontractors to work with Client and any other contractors or subcontractors whose work is a dependency for the completion of the project.
- Project plans will be documented, and deliverables and requirements will be further defined, as necessary.

- 2.2. Design/Build/Test (DBT) The intent of this phase is to prove out basic network connectivity and system functionality, providing a meter read to the HEADEND software that will generate data in a test environment to be used to verify meter read accuracy, simulate alerts, verify systems' configurations, and supply data for training Client staff.

- 2.3. DBT will begin with the installation and testing of equipment using a small number (up to three of each meter configuration identified in the Planning phase) of test locations. Using this small sample size, the integration of meter data from the HEADEND to the MDMS will take place. To accomplish these tasks, Utiliuse will install, with oversight and agreement by Client personnel, the necessary AMI infrastructure to capture endpoint readings. Utiliuse will assist in issue resolution as Client executes test cases and system acceptance testing via simulated meter event scenarios on controlled environment. Utiliuse will also assist in updating meter and system configurations, as required for issue resolution.

- 2.4. After the initial proof of concept is proven out, the remaining balance of infrastructure to test the AMI network (if any) at a larger scale will be deployed. As the network scales up, the intent becomes to provide billing reads and data in accordance to more diverse, actual field conditions through a limited Initial Deployment Area (IDA). All systems functions and integrations (as detailed in this SOW and Exhibit C) should be implemented and accepted prior to entry to Full Deployment (unless otherwise deferred by Client).

- 2.5. Utiliuse will install meters at customer premises by in accordance to the project schedule outlined in Exhibit G, and the population is expected not to exceed more than 1% of the total meter population overall. These meters are expected to be geographically dispersed and incorporate all configurations but will be designed in conjunction between Client and Utiliuse.

- 2.6. Full Deployment

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- Full deployment will build out the system to provide all remaining meters in the Client service territory with communication through the AMI network.
- Upon completion of DBT and IDA, Client intends to proceed with installation of remaining hardware components. Utiliuse will install all communications assets, with required communications configuration for backhaul (if any, in the case that all these assets were installed in DBT and IDA). Utiliuse will also install/retrofit 100% of meters and ENDPOINTS from the meter listing provided during project planning, except in instances of Return To Utility (RTU).

3. DESCRIPTION OF IMPLEMENTATION SERVICES. Utiliuse will be responsible for the following implementation services.

3.1. Project Management & Oversight

Ref #	Activity	Description	Work Deliverable	Utiliuse Primary Role
3.1.1	Program Kickoff	Facilitate initial meeting to introduce the project team and inform project stakeholders about the technology, scope and timeline	Program kickoff meeting and presentation	Project Manager
3.1.2	Initial Program Schedule	After this Agreement is executed, collaborate with project stakeholders to update the Proposed Project Schedule. Note: Exhibit G contains the initial Proposed Project Schedule.	Updated project schedule	Project Manager
3.1.3	Project Team Roster	Collaborate with project stakeholders to create project team roster with contact information	Matrix listing key project team resources and stakeholders	Project Manager
3.1.4	Communication Plan	Identify key stakeholders and maintain project team roster	Matrix listing key recurring meetings/reports, frequency, content and stakeholders	Project Manager
3.1.5	Project Team Site	Setup and maintain project team site (either Client or Utiliuse may host) to serve as document repository for the project	Microsoft Project Team site	Project Manager
3.1.6	Program Oversight and escalation	Provide project oversight and point of escalation ensuring work activities are complete and assist and review project deliverables throughout the project.	Project deliverables described in this Agreement	Project Manager
3.1.7	Scope Management	Point of contact for Utiliuse implementation team. Manage the project team, schedule, and budget to deliver the services and solutions described within	Project work products (as per this Agreement) Change Control documents	Project Manager
3.1.8	Schedule Management	Establish, maintain, and communicate project schedule	Updated Project schedule	Project Manager
3.1.9	Budget Management	Budget tracking spreadsheet tracking actual spend to date, projected monthly invoicing, and remaining budget by line items as per this agreement	Budget tracking spreadsheet	Project Manager
3.1.10	Program Status Reports	Provide progress updates to the project team and key stakeholders	Regular, recurring progress reports (inclusive of meetings)	Project Manager
3.1.11	Issue & Risk Mitigation	Maintain risk/issue register log. Collaborate with key stakeholders to resolve issues and mitigate risks. The purpose is to resolve issues and risks while minimizing impacts to schedule and budget.	Issue and risk register	Project Manager
3.1.12	Close-Out Checklist	After completion of the project deliverables, collaborate with Client's key stakeholders to develop the Project Close-Out Checklist. Oversee the completion of the project closeout tasks.	Project Close Out Checklist	Project Manager
3.1.13	Final Budget Report	Budget tracking spreadsheet tracking actual spend to date and remaining budget by line items as per this agreement	Issue final invoice with final budget tracking report.	Project Manager

3.2. AMI Network Setup

Ref #	Activity	Description	Work Deliverable	Utiliuse Primary Role
3.2.1	AMI Network Installation – Introductions and Planning	Facilitate initial meeting to introduce the Utiliuse’s key personnel working on the AMI Network installation to the Client’s key project team members. Typically, the Client will identify key project team members (Facilities and/or IT Network Ops) that will participate in the AMI Network deployment.	AMI Network Kickoff	Technical Consultant
3.2.2	AMI Network Site Visits	Make site visits with Client’s key network personnel to discuss details regarding installation at each site. Locations in the propagation study identified in Exhibit E will be validated for viability; if any location proves to be non-viable (inaccessible, lacking approvals, inadequate conditions, etc.), the propagation study will be revisited.	Final AMI Network Propagation Study Document listing each site and noting critical installation details (site owner/access, antenna heights, mounting, base station location, etc.) for each site.	Technical Consultant
3.2.3	Network Material Acquisition	Identify materials needed to install base station and antenna as required per the AMI Network Propagation Study	AMI Network Materials	Technical Consultant
3.2.4	Schedule Installations	Based upon delivery of network installation materials and other contributing factors, schedule installation dates for each site. Approvals and electrical permits will be obtained, as necessary, by Utiliuse with coordination and support from Client.	Updates to the Project Schedule with specific installation dates	Technical Consultant
3.2.5	Site Installs	At each site, install and configure the base station and related network equipment in accordance with Final AMI Network Propagation Study and AMI Network Install Plan	Installed base station	Network Installation Crew
3.2.6	Base station/ Backhaul Configuration	At each site, configure the base station and backhaul communications. Setup remote access to administer and troubleshoot base stations and backhaul.	Configured base station and backhaul communications	Technical Consultant
3.2.7	Site Commissioning	Within the FlexNet RNI, setup each base station. Confirm communication between the base station and FlexNet RNI.	Production (live) base station	Technical Consultant
3.2.8	Site Certification	For each installed base station, certify the installation. Sensus will confirm the signal strength from the antenna to the base station meets requirements. Utiliuse will remediate any issues identified by the Sensus RF Engineer.	Certified base station	Sensus RF Engineer
3.2.9	Initial Load Validation	For each certified base station, Utiliuse will confirm endpoint communications with at least one test meter.	Production (live) base station	Technical Consultant
3.2.10	Operational Readiness Checklist	In parallel to the Acceptance Test, the Network Specialist will collaborate with Client’s key stakeholders to identify post go-live operational tasks and procedures. Examples of post-go live procedure would be Utiliuse support site access procedures, health checks, routine maintenance, etc.	Operational Readiness Checklist	Technical Consultant

Ref #	Activity	Description	Work Deliverable	Utiliuse Primary Role
3.2.11	Support Turnover	After base station certifications are complete, Utiliuse will begin supporting the base station as a production system.	Base station Support	Technical Consultant

3.3. AMI Software Installation and Integration

Ref #	Activity	Description	Work Deliverable	Utiliuse Primary Role
3.3.1	Integration Architecture Overview	Collaborate with Client's key stakeholders to identify Client's existing systems and integrations to the AMI Software. A high-level overview of integrations in scope is given in Exhibit F. If new integrations points are identified, the Technical Consultant will work with the Project Manager to address scope changes.	Document will provide overview of how the AMI Software will interact with Client's existing software and identify integrations points included in the project's scope.	Technical Consultant
3.3.2	Meter Swap Integration	Design, build and test the meter swap integration identified in Exhibit F, which consists of the following: <ul style="list-style-type: none"> - Meter swap request file (extract from Client's CIS/Billing System) listing locations that will be exchanged as well as supporting details. - Meter swap response file (extract from WOMS used to effectuate meter exchanges in Client's CIS/billing system) 	Meter swap integration between Client's CIS and WOMS	Technical Consultant
3.3.3	AMI System Integration	Design, build and test the AMI System integration identified in Exhibit F, which consists of the following: <ul style="list-style-type: none"> - CMEP - MDMS Synch - Billing Integration - CEP Integration 	CMEP Integration	Sensus Professional Services/Harris Implementation Team
3.3.4.	System Integration Test Planning	In parallel to the integration of the AMI Software, will work with Client's key personnel to define the System Integration Test plan(s).	System Integration Test plans usually consisting of the following content: <ul style="list-style-type: none"> - Overview - Environments - Test Cases w/ Expected Results 	Technical Consultant
3.3.5	Training – User	Coordinate and deliver training to Client key personnel who will be using the AMI Software in their daily jobs. <ul style="list-style-type: none"> - NovusCenter WOMS - Sensus RNI (FlexNet) - Harris MDMS (SmartWorks) - Advanced Customer Engagement Portal Typically, this would be the Client's staff in Billing, Customer Care and Meter Services. The Client will be responsible for identifying the personnel who attend this training based on agendas to be delivered in advance of training.	User guides, training materials and training events	Technical Consultant
3.3.6	Support Client's Acceptance Test	Utiliuse will provide a set of initial acceptance test cases for the Client to consider. The Client can modify those test cases and add new test cases to further develop and define the Acceptance Test. The Client's personnel will be responsible for executing the Acceptance Test. During the	Initial Acceptance Test Cases Acceptance Test Tracking (with pass/fail).	Technical Consultant

Ref #	Activity	Description	Work Deliverable	Utiliuse Primary Role
		Client's Acceptance Test, Utiliuse will provide support. Utiliuse will facilitate resolution of any test cases that fail.		
3.3.7	Support Turnover	Once the Client begins using the AMI Software for operational processes (i.e. Billing), Utiliuse will facilitate support turnovers with the appropriate support teams and operate the AMI Software and other systems as production environments.	Utiliuse Support Turnover and Procedures	Technical Consultant

3.4. Deployment

Ref #	Activity	Description	Work Deliverable	Utiliuse Primary Role
3.4.1	Mass Deployment – Introductions and Planning	Facilitate initial meeting to introduce the Utiliuse's key personnel working on the mass deployment to the Client's key project team members. Typically, the Client will identify key project team members such as Meter/Field Services, Billing and Customer Care.	Mass deployment (meter exchanges) planning workshop	Deployment Manager
3.4.2	Meter Profiles	Collaborate with Client's key stakeholders to define meter profiles which will be used to procure meters from Sensus.	Meter Profiles for the Client.	Technical Consultant
3.4.3	Endpoint Analysis	Review an initial (meter swap request) data file from Client. Analyze the data and collaborate with the Client's key stakeholders regarding the following: <ul style="list-style-type: none"> - Familiarizing Utiliuse staff with Client's billing cycles and meter reading routes - Familiarizing Utiliuse staff with Client's existing meters (age, meter sizes, types, etc.) - Identifying missing or unavailable data - Identifying data anomalies 	Meeting with Client's staff	Project Manager
3.4.4	Procurement/ Shipment Plan	Based on the deployment schedule and considering deployment rates and space, formulate the procurement plan for meters, radios, and related installation materials. To mitigate supply chain constraints, the Project Manager will work with Sensus and other suppliers to formulate the shipping schedule early on in the project. Utiliuse will provide an inventory forecast with monthly quantities of equipment, aligned to project invoicing schedule under Ref 2.1.9.	Procurement plan for mass deployment schedule Inventory Forecast	Project Manager and (UTS)
3.4.5	Deployment Schedule	Collaborate with Client's key stakeholders to formulate the deployment schedule. Typically, deployment schedule calls for meter exchanges to be completed by bill cycle/route in a contiguous pattern.	Mass deployment schedule	Deployment Manager
3.4.6	Field Logic Profile	Define and manage the FieldLogic Profiles that will be used to program smart points. The Integration Specialist will be responsible for managing and publishing updates to FieldLogic Profiles.	Field Logic profile(s)	Technical Consultant
3.4.7	Handheld Setup/Training	Ensure field staff are utilizing the most current version of WOMS and Field Logic profiles. Client staff will be provided with training on the use of handhelds, as well as accessing relevant reports in the WOMS.	Handhelds setup for field staff. Related field staff training for programming registers and smart points.	Technical Consultant

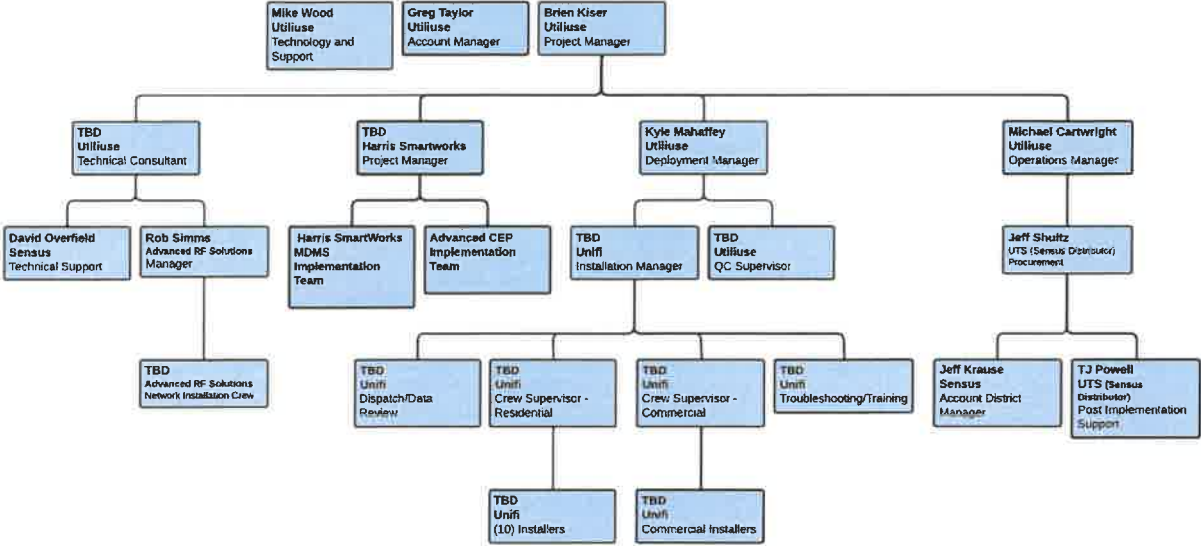
Ref #	Activity	Description	Work Deliverable	Utiliuse Primary Role
3.4.8	Installation Procedures	Collaborate with Client's key personnel to review field procedures that will be followed by Installation Subcontractor(s) during the deployment phase. The Agreement includes standard field procedures in Exhibit D.	Installation Procedures	Deployment Manager
3.4.9	Installation Exception Procedures	Collaborate with Client's key personnel to document procedures for handling exceptions that will be encountered during the deployment phase. A common example of an exception is a pre-existing issue (i.e. – broken curb stop) that prevents the Installation Subcontractor from performing the field work.	Updated Installation Procedures	Deployment Manager
3.4.10	Customer Outreach	Prior to the installation, mail postcards to Client's customers informing them about the upcoming deployment/meter exchange. At time of installation, disseminate door hanger.	Postcards delivered through US Mail Door hangers to be installed in field	Deployment Manager
3.4.11	Deployment Management	Throughout the Deploy phase, the Deployment Manager will be responsible for managing the Installation Subcontractor(s), execution of the Deployment Schedule and Installation Procedures.	Execution of the Deployment Schedule in accordance with the Installation Procedures (Exhibit D)	Deployment Manager
3.4.12	Field Supervision & Dispatch	Throughout the Deploy phase, the Installation Subcontractor will have a Field Manager and crew leads overseeing the day-to-day field operations. The main purpose of the field supervision is to dispatch work orders in accordance with the Deployment Schedule and ensure field work is performed in accordance with the Installation Procedures.	Work Orders will be dispatched and worked in accordance with the Deployment Schedule and Installation Procedures (Exhibit D)	Utiliuse's contracted meter installation manager
3.4.13	Meter Exchanges	In accordance with the Installation Procedures, the Utiliuse installation team will exchange the Client's existing meter to the AMI meter. The field work will be recorded in the WOMS and meter exchanges will be effectuated through the Meter Swap Integration.	Installed water meters and smart points. Completed work orders for meter exchanges and related meter swap transactions.	Field Crews
3.4.14	Deployment Progress Reports	Throughout the Deploy phase, the Deployment Manager will track and communicate progress. The deployment reports typically consist of # completed, % complete, remaining schedule for that time period.	Deployment Progress Report(s)	Deployment Manager
3.4.15	Deployment Schedule (updates)	Based on the progress of the deployment, the Deployment Manager will routinely update and publish the Deployment Schedule communicating any adjustments needed for the remaining schedule.	Updated Deployment Schedule	Deployment Manager
3.4.16	RTU Report	Throughout the Deploy phase, the Deployment Manager will routinely provide reports of locations where the field work could not be fulfilled due to a pre-existing issue. The Return to Utility (RTU) reasons will be defined in the Installation Procedures.	RTU Report(s)	QC Supervisor
	New Installer Training	All new hire installers shall undergo training to ensure adherence to the proper installation process before commencing any installation work. Upon completion of the training, each new hire installer shall be paired with a senior resource to provide oversight and quality checks of the installation work. The purpose of the senior resource oversight is to ensure that all installations meet the required quality standards and are performed in accordance with the installation process.	Trained Installer	QC Supervisor

Ref #	Activity	Description	Work Deliverable	Utiliuse Primary Role
3.4.17	Field Quality Control Reports	Throughout the deployment, the QC Manager will perform field quality checks in accordance with the Installation Procedures described in Exhibit D. Utiliuse will randomly select 5% of each installer's work orders for field inspection and quality control. The field quality checks will be a separate work order recorded in the WOMS.	Quality Control Report(s)	QC Supervisor
3.4.18	Record Reconciliation	Data Quality will be checked on all completed work orders. After passing data quality check, Utiliuse will process work orders to support a minimum of one file delivery daily encompassing records completed to support meter swap and inventory reconciliation with the CIS as outlined in Exhibit F.	Daily Work Orders	Deployment Manager
3.4.19	Call Center	Provide call center support to address customer questions and issues related to the Utiliuse field work. As needed, create troubleshoot work orders to address post installation issues. Call center will be responsible for providing customer service, answering frequently asked questions and following scripts to be developed between Utiliuse and Client, scheduling appointments, and handling customer claims. A toll-free number shall be provided on Customer Outreach materials under Reference 2.4.11 and be staffed between the hours of 8am to 5pm. English and Spanish speaking customers will be supported.	Resolved customer questions and issues	Deployment Manager
3.4.20	Troubleshooting	Throughout the deployment, the QC Manager will create troubleshooting work order for the Installation Subcontractor(s) to address any installation related issues. The troubleshooting workorders will be used track/remediate the following: - Issues identified through the Quality Control process - Issues reported by the Client's customers - Smart point communication issues - does not have a successful initialization and communication to the RNI.	Completed Troubleshooting WO's	Utiliuse's contracted meter installation manager & QC Supervisor
3.4.21	Inventory Control	Throughout the deployment, Utiliuse will track the inventory assets (meter and radios) procured through this project. The inventory will be checked out to the Installation Subcontractor and Installation Subcontractor will be responsible for capturing installed asset information.	Inventory Report(s)	QC Supervisor
3.4.22	Cycle/Route Acceptance	Based on the progress of the deployment, the Deployment Manager will track the completion of each bill cycle or route. When the route is fully completed (all locations are either exchanged or RTU'ed the Cycle/Route will be deemed as completed when the following criteria has been met: - all locations are exchanged or RTU'ed - all QC remediation is complete - all troubleshooting issues are complete - all meter exchanges transactions have been sent to the Client - all activated smart points have had a successful communication over the AMI Network	Completed deployment for a bill cycle	QC Supervisor

Ref #	Activity	Description	Work Deliverable	Utiliuse Primary Role
3.4.23	Deployment Close-Out Checklist	After completion of the deployment, collaborate with Client's key stakeholders to complete the Deployment Close-Out Checklist. Typical close out activities include completing any remaining field work, transferring remaining inventory/materials to the Client, shutting down warehouse, etc.	Project Close Out Checklist and completion of related tasks	Deployment Manager
3.4.24	Final Deployment Report	Based on the progress of the deployment, the Deployment Manager will routinely update and publish the Deployment Schedule communicating any adjustments needed for the remaining schedule. At the completion of deployment, one final report will be delivered.	Final deployment report	Deployment Manager
3.4.25	Final Inventory Report	The final inventory report will list all meters and smart points procured through the project along with the final disposition: <ul style="list-style-type: none"> - Installed (at address) - Transferred to Client - Returned to Manufacturer (RMA) - Damaged/Lost (Credit to Client) 	Final inventory report	QC Supervisor
3.4.26	Decommission WOMS	After completion of the deployment, the deployment manager will deliver the final reports (final deployment and final inventory reports), The WOMS will be placed into a read-only mode and remain available for a period of 6 months.	Read only access to WOMS for 6 months.	Technical Consultant
3.6.27	Salvage Old Meters	Utiliuse will be responsible for salvaging the old meters. Utiliuse will credit Client 60% of the gross receipts from salvage where the total scrap value is calculated by weight of dirty brass market price. Meters will be salvaged as a whole, not broken down to clean brass., not broken down to clean brass.	Gross Receipts	Deployment Manager

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4. UTILIUSE IMPLEMENTATION TEAM. To accomplish the work activities and deliverables described herein, Utiliuse expects to deploy a project team inclusive of partners and subcontractors involved with the AMI implementation. The project team will resemble the illustration below with project personnel engaged at the appropriate points in the project schedule.



5. CLIENT RESPONSIBILITIES. The following activities will be performed by the Client and are specifically listed in this Agreement as they are critical to Utiliuse's ability to fulfill this Statement of Work. This section is not intended to define all of the Client's involvement with the project.

5.1. Project Oversight:

- 5.1.1. Appoint a primary point of contact to coordinate with Utiliuse throughout the project deployment described herein.
- 5.1.2. Designate key personnel and subject matters experts to participate throughout the project

5.2. AMI Network:

- 5.2.1. Provide access to the sites listed in Exhibit E - Sensus Network Propagation Study to allow Utiliuse the ability to install the AMI network equipment
- 5.2.2. Unless otherwise stated in Section 3 of Exhibit B - Statement of Work, permitting, surveys and any related engineering services that may be required or requested prior to installation of AMI network equipment.
- 5.2.3. Providing the electrical service for up to 50 feet at each Base station site owned by Client:
 - 5.2.3.1. 120V single phase service with 20-amp breaker
 - 5.2.3.2. 3-wire flex conduit pigtail from the breaker to the Base station
- 5.2.4. Cellular data plan and static IPs for the backhaul device

5.3. AMI Software Setup and Integration:

- 5.3.1. Provide key personnel and subject matter experts to participate in the integration. Client personnel should be able to describe current business processes and requirements.
- 5.3.2. Engage and contract with Client's utility billing software provider to ensure all relevant contracts, fees, tasks, and responsibilities to integrate the Client's billing system and AMI systems are executed timely. Client shall provide Utiliuse with vendor's key contact(s) who will be responsible working on the integration activities. At a minimum, the vendor should be engaged to participate in the design, build, test and deployment for the following integrations:
 - Meter Swap Integration (Utiliuse WOMS and Client Billing Software)
 - MDMS Daily Synch (Client Billing System to MDMS)
 - Billing Integration (MDMS to Client Billing System)
 - Customer Portal (Client Billing System to CEP)
- 5.3.3. Identify key personnel and make reasonable accommodations to have that personnel attend and participate in AMI Software training sessions
- 5.3.4. Conduct System Acceptance Testing for formal acceptance of the AMI software and related integrations within twenty (20) business days

5.4. Deployment:

- 5.4.1. Provide key personnel and subject matter experts to participate in reviewing and refining field procedures for the deployment
- 5.4.2. Identify key personnel and make reasonable accommodations to have that personnel attend and participate in AMI meter installation and smart point activation training sessions.

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- 5.4.3. Provide access to secure location at 3440 Jenkins, Norman, Oklahoma, or similar location, that is suitable to serve as the staging area for the Utiliuse deployment team. The location will house the storage containers, trash receptacles and salvage bins described in Exhibit A and will need to be accessible to freight delivery trucks.
- 5.4.4. Identifying and documenting impacts to Client's standard operating procedures for meter services
- 5.4.5. Participating in the daily operational tasks for the deployment which typically includes the following:
- Supporting Utiliuse field personnel in mitigating RTU's. For example, assisting with locations that cannot be easily located
 - Handling customer inquiries not directly related to the Utiliuse field work
 - Reasonably observe the Utiliuse field work and reporting any quality assurance issues
 - Timely confirmation (or acceptance) of bill cycles/routes that have been completed by Utiliuse
- 5.4.6. Client is responsible for providing any necessary traffic control equipment and personnel beyond the procedures outlined in Exhibit D (including but not limited to planning, engineering, permitting, implementation, labor, Traffic Control device setup and removal, etc.).

6. ASSUMPTIONS

- 6.1. Network infrastructure is limited to the planned AMI infrastructure proposed as of contract execution. The number of Base stations planned is detailed in Exhibit E. Any expansion of infrastructure and/or Base stations to cover areas beyond the service territory considered at the time of this Agreement are not included in the scope of this SOW and will be quoted accordingly at the then current market value at time of request, may be implemented upon agreement of the parties and subject to receipt of necessary board or governing body approvals.
- 6.2. Any request for additional systems integrations not included in the scope of this SOW will be quoted accordingly at the then current market value at time of request. Following receipt of such quote, any such requests may be implemented subject to agreement of the parties and subject to receipt of necessary board or governing body approvals.
- 6.3. Client will be responsible for any associated fees, including but not limited to integration fees, training, licensing, hosting, ongoing maintenance and support fees, or any other fees imposed by the Client's utility billing software provider.
- 6.4. Client will be responsible for transactional costs (SMS text, outbound messaging, etc.) related to the operation of the Advanced Customer Engagement Portal.
- 6.5. Client will be responsible for costs related to provide for cellular data service for the backhaul at each of the AMI network sites.
- 6.6. Client will be responsible for costs related to providing ongoing electric service to power each of the AMI network base stations.
- 6.7. In general, most of the activities related to the design, build, test and deployment of the AMI software will be fulfilled with the Sensus team working remotely. Sensus may recommend, or the Client may expressly request certain work activities (i.e. – workshops or training) to be conducted onsite at Client's location. If Sensus personnel travel to the Client's location for this project, the Client will be responsible for reimbursement of reasonable travel expenses. Agreement to such costs may require further agreement of the parties and/or be subject to further board or governing body approvals. Alternatively, the Client, at its sole discretion, may determine to avoid incurring travel related expenses and request Sensus and Harris perform all work activities remotely.

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- 6.8. Any materials (e.g. pipe, fittings, connections, etc.) not priced within the project pricing hereto Exhibit A will be quoted to the Client at cost plus fifteen percent (15%). Following receipt of such quote, any such pricing will be implemented subject to agreement of the parties and subject to receipt of necessary board or governing body approvals.
- 6.9. Third-party services (e.g. licensed plumber service work) or special job hours will be invoiced to the Client at cost plus fifteen percent (15%).
- 6.10. Client is responsible for reimbursement of Utiliuse's costs for additional licensing, registrant or permitting costs related to the field deployment that are not specifically included in Exhibit A. Following receipt of information on such costs, approval may require further agreement of the parties and be subject to receipt of necessary board or governing body approvals.
- 6.11. At the completion of a Route and/or Cycle acceptance, the Route and/or Cycle will be considered production/operational and fully maintained by the Client.

EXHIBIT C
HARRIS STATEMENTS OF WORK

OBJECTIVE

For purposes of this contract, Harris SmartWorks is an Utiliuse subcontractor responsible for implementing the Harris SmartWorks Meter Data Management Solution and Advanced Customer Engagement Portal. Through this Agreement, Harris will be responsible for delivering the implementation services described herein to the Client.



Statement of Work
for
SmartWorks Compass

Presented to

Norman Utilities Authority, OK

Date, April 2, 2024
Version: 1.0



Revision Control

Document Title: Norman – SmartWorks Statement of Work

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1. Introduction

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

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

Changes to this document shall be made through a Change Management Process as described Section 4.3.

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

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

1.1. Glossary of Terms

Term	Definition
Acceptance Testing Period	A defined period of time to perform User Acceptance Testing on the Solution including testing in a live pre-production environment.
Actual Solution Acceptance Date	Date that written acceptance by Customer is received by SmartWorks that Solution substantially meets the Functional and Integration Requirements Document, and substantially satisfies the testing criteria set forth in the Solution Acceptance Criteria.



Term	Definition
Billing Determinant	<p>The measure of consumption used to calculate a customer's bill. A billing determinant is either:</p> <ul style="list-style-type: none"> • A register read; or • A value calculated by the MDM for billing purposes based on interval and/or register read data. If rates are blocked, seasonally differentiated, time-differentiated, or separated by demand and energy measures, then the billing determinants are organized in the same fashion.
Change Management Process	The process outlined in section 4.3 of the SOW, which SmartWorks and Customer will follow for any proposed changes to the SOW.
Deliverable	An item created during the project that requires formal review and approval by Customer.
Deliverable Acceptance Criteria	Criteria by which Customer determines that the Deliverable provided by SmartWorks is in accordance with this Statement of Work.
Deliverable Acceptance Criteria Document	A central listing of all Deliverables and Work Products developed by and maintained throughout the project.
Expected Solution Acceptance Date	The date, identified in the Detailed Project Plan, by which Customer and SmartWorks expect Solution Acceptance to be achieved.
Functional Testing	Testing of the core Solution components (configuration, interfaces, reports, and modifications) against agreed upon requirements, prior to User Acceptance Testing.
Go-Live Plan Document	A Deliverable identifying and describing the activities to be performed during the Deployment phase of the project.
Integration Testing	Testing of the end-to-end process based on business processes and scenarios against the agreed upon integration requirements.
Interval Read Data	<p>A meter read (actual or virtual) showing the consumption over a defined period of time, demand, or interval, normally 60 minutes, 30 minutes, 15 minutes or 5 minutes.</p> <p>Typical units of measure include kilowatt-hours (kWh) for electric meters, Gallons/cubic foot or cubic meter for water meters.</p>
Meter Channel (physical)	<p>Unique stream of meter read data, with corresponding UOM (Unit of Measure), measured by meters and stored under a unique Channel ID within SmartWorks Compass.</p> <p>Each channel can consist of consumption data (referred to as consumption channel) or a demand data (referred to as demand channel).</p>



Term	Definition
Meter Channel (virtual)	Unique stream of meter data, with corresponding UOM (Unit of Measure), generally calculated by and stored under a unique Channel ID within SmartWorks Compass. Each channel can consist of consumption data (referred to as consumption channel) or a demand data (referred to as demand channel).
Meter Event	An anomalous network situation or notification reported by an AMI meter; for example, issues related to quality of supply, security failures, fraud, or issues with network communications. Meter events are collected and reported by Customer's AMI system as part of the routine meter interrogation cycle.
Post Implementation Grace Period	Time period after Actual Solution Acceptance Date during which SmartWorks Software is operating as Customer's primary operating system with respect to functionality contained herein.
Register Read Data	<p>A value provided by the meter that is shown on the meter's faceplate, and hence can be validated by the customer by visual inspection of the meter. This can include:</p> <ul style="list-style-type: none"> Cumulative Consumption Register Read – total measured consumption since the meter was manufactured or refurbished (typical units of measure include kilowatt-hours (kWh) for electric meters and Gallons/ cubic foot or cubic meter for water meters.) Time of Use Consumption Register (total consumption during a specific time of use window)
Solution	The set of related software programs and services to be implemented according to this Statement of Work.
Solution Acceptance	Customer determination by written acknowledgement that the Solution provided by SmartWorks performs in accordance with the Functional and Integration Requirements documents developed for this Statement of Work.
Standard Project Plan	A baseline plan created by SmartWorks in collaboration with Customer during the Initiation and Build phase of the project. The plan establishes the implementation timeline (including certain milestones) for the project.
Third-Party Vendor	Any vendor or organization that is not part of SmartWorks or Customer
Unit Testing	Ad hoc testing of individual Solution components to validate that each component meets the specifications set forth during the project.
User Acceptance Testing	Testing to validate that Solution behaves per agreed upon requirements as defined in the Functional and Integration Requirements Document based on the test cases and selected scenarios.
Work Product	An item created during the engagement that is reviewed by Customer but does not require formal approval.



1.2. Roles and Responsibilities

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

Task	Responsible Party
Define scope of work with CIS Vendor under a separate agreement. Note: This includes development of the integrations listed in this SOW as well as integration with the AMI head end system for meter provisioning	Project Manager (Customer)
Establish detailed Project Plan	Project Managers (SmartWorks/Customer)
Ensure resources are available to carry out tasks defined in section 5.6 Customer Resource Involvement	Project Manager (Customer)
Engage in tasks defined in section 5.6 Customer Resource Involvement	Project Core Team (Customer)
Ensure resources are available to perform work as defined in SOW	Project Manager (SmartWorks)
Ensure assistance and cooperation by Third-Party Vendors (including AMI, CIS and GIS)	Project Manager (Customer)
Participate in weekly project calls	Entire Project Team (SmartWorks/Customer)
Confirm User Authentication method and assist with configuration. Note: User/password authentication can be performed by an external Identity Provider (IdP) such as the cloud based Microsoft Azure Active Directory via SAML (Security Assertion Markup Language) single-sign-on protocol or via an on-premise LDAP (Lightweight Directory Access Protocol) server such as Microsoft Active Directory. The three options are: <ul style="list-style-type: none"> • Approach 1: Framework manages authentication, role membership and access. • Approach 2: IdP manages authentication only. • Approach 3: IdP manages authentication and role membership. 	IT (Customer)



Task	Responsible Party
Configure Virtual Private Network (VPN) as required to enable access to 3 rd Party Software. Note: When the SmartWorks software is hosted using our cloud / SaaS environment, and an SAML integration is not possible, the LDAP / ActiveDirectory integration is achieved via a secure IPSec VPN tunnel between the hosted SmartWorks application server and the customer's LDAP / ActiveDirectory server.	IT (Customer)
Perform initial install in SmartWorks Hosting Facility	Infrastructure specialist (SmartWorks)
Install Software Modules as per section 2 SmartWorks Compass Implementation Scope	Consultants (SmartWorks)
Provide deliverables as defined in section 2.7 Project Deliverables and Work Products	Consultants (SmartWorks)
Provide AMI infrastructure and meter data	Metering (Customer via AMI vendor)
Provide input data for integration points as defined in section 3 Software Integrations	Project Team (Customer)
Install and configure integration points as defined in section 3 Software Integrations	Consultants (SmartWorks)
Perform data validation for each DataSync iterations and confirm validity of AMI data	Project Team (Customer)
Identify User Roles and User Groups	Project Team (Customer)
Perform Unit Testing	Consultants (SmartWorks)
Perform Functional and Integration Testing	Consultants (SmartWorks)
Provide user training	Consultants (SmartWorks)
Create User Acceptance Scripts	Project Team (Customer)
Perform User Acceptance Testing	Project Team (Customer)
Provide support during User Acceptance Testing	Consultants (SmartWorks)
Perform configuration updates once training has been delivered and User Acceptance Testing is completed Note: Guidance will be provided by SmartWorks until the project is deemed completed.	Project Team (Customer)

1.3. Related Documents

Related documents to the SOW are:

- 1) Software License Agreement
- 2) Software Implementation Services Agreement
- 3) Hosting/SaaS Services Agreement
- 4) Support and Maintenance Agreement



2. SmartWorks Compass Implementation Scope

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

2.1. Environments

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

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

The Test and Production environment specifications are shown in the Server Specification Assumptions table below. The use of the Test instance as a copy of production with a full set of data and corresponding full dataset processing is not included in the scope of work. Server specifications and associated hosting costs, if applicable, included in scope are based on these assumptions. Changes to the environments may be brought into scope using the Change Management process described in section 4.3.

Server Specification Assumptions

	Live Storage	Meter Population	Integrations	VEE
Test instance	12 months	Meter Deployment following table in Section 2.3	Integrations defined in Section 3, not real time. Real-time integrations only enabled/active as required e.g. DataSync, real-time events, remote actions	The test environment is designed to be used for functional testing with meter data refreshed by database imported on an annual basis, as needed. Regular VEE processing will not be performed.
Production instance	36 months	Meter Deployment following table in Section 2.3	All integrations defined in Section 3.	Enabled

2.2. Storage

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

An archive and purge process will be used for data older than thirty-six (36) months. Archived data will be recoverable for a period of sixty (60) months after the date of archive, after which it will be purged.

To restore a location's data that has been previously purged and archived, users must enter the Location Number or meter ID. Once the restore execution is complete, all data for the selected meter ID, or for all meters associated with the selected location, will now be available in the system again, and can be viewed in graphs, tables, or other reports. This data will remain in the system indefinitely and will be excluded



from further data purge processes. Users will also be able to configure a “Data Purge Exclusion Meter List”.

Changes to storage and data processing requirements including storage duration, meter counts, configuration of intervals length or number of channels impact the storage requirements submitted with our proposal. These may be brought into scope using the Change Management process described in section 4.3.

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

2.3. Meter Configuration

The SmartWorks Software will be capable of importing, processing and storing meter usage data based on the interval length and channels submitted with our proposal and defined below. Changes to meter counts, configuration of intervals or number of channels may be brought into scope using the Change Management process described in section 4.3.

Service	Number of Meters	Billing Determinant	Interval Length	UOM
Water Residential	36,000	Daily Midnight Register	60	GAL
Water Commercial	4,000	Daily Midnight Register	60	GAL

The number of daily processed reads is estimated to be 960,000

2.4. SmartWorks Compass Meter Data Types

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

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

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



Raw Interval Reads

<i>Field Name</i>	<i>Field Type</i>	<i>Description</i>
Record Indicator	String (3 chars)	Must have value 'INT' for interval reads.
Meter_id	String (Not exceeding 30 characters)	Unique meter identifier. Must exactly match the unique meter identifier stored in AMI and CIS systems.
Channel_id	Integer	Channel identifier. A meter must have only one channel identifier with a given unit of measure. Data with different units of measure must each have their own channel identifier.
Read_dtm	Date/Time	Date and time of the end of the interval, in the meter's local standard time (not including daylight savings) or UTC. Preferred format is: "yyyy/mm/dd hh24:mi:ss".
Read_value	Decimal (any precision)	Numeric value representing the meter reading (either consumption or max demand, depending on the channel's Unit of Measure) for the interval.
UOM	String (not exceeding 30 characters)	Unit of measure for the reading. For example, KWH, KW, KVAR, KVA, GAL, M3, FT3
Source_collector_id	String (not exceeding 30 characters)	Unique identifier of the data collection device that obtained this meter reading (optional).

Raw Register Reads

<i>Field Name</i>	<i>Field Type</i>	<i>Description</i>
Record Indicator	String (3 chars)	Must have value 'REG' for register reads.
Meter_id	String (Not exceeding 30 characters)	Unique meter identifier. Must exactly match the unique meter identifier stored in AMI and CIS systems.
Channel_id	Integer	Channel identifier. A meter must have only one channel identifier with a given unit of measure. Data with different units of measure must each have their own channel identifier.



<i>Field Name</i>	<i>Field Type</i>	<i>Description</i>
Read_dtm	Date/Time	Date and time the meter's register was read, in the meter's local standard time (not including daylight savings). Preferred format is: "yyyy/mm/dd hh24:mi:ss".
Read_value	Decimal (any precision)	Numeric value representing the meter register reading, which should match the meter's faceplate value at that time.
UOM	String (not exceeding 30 characters)	Unit of measure for the reading. For example, KWH, KW, KVAR, KVA, GAL, M3, FT3
Source_collector_id	String (not exceeding 30 characters)	Unique identifier of the data collection device that obtained this meter reading (optional).

Meter Events

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

Other Meter Data

<i>Field Name</i>	<i>Field Type</i>	<i>Description</i>
Record Indicator	String (3 chars)	Must have value 'OMD' for other meter data.
Meter_id	String (not exceeding 30 chars)	Unique meter identifier. Must exactly match the unique meter identifier stored in AMI and CIS systems.
Value_Type	String (not exceeding 30 chars)	Identifier of the type of other meter data – for example: "blink count, current, pressure, temperature".



Field Name	Field Type	Description
value_dtm	Date/Time	Date and time associated with the data value, in the meter's local standard time (not including daylight savings). Preferred format is: "yyyy/mm/dd hh24:mi:ss".
Value_qty	Decimal	Numeric value indicating the quantity of the data value.
UOM	String (not exceeding 8 chars)	Unit of measure for the data value.
Source_collector_id	String (not exceeding 30 chars)	Unique identifier of the collector device that obtained this meter data value (optional).

2.5. SmartWorks Compass Modules

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

SmartWorks Compass, including the following modules:

- MeterSense MDMS
- KPI Dashboard
- Automated Move-In and Move-Out
- VEE Acceptance Prediction

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

2.5.1. MeterSense MDM

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

Module Functionality includes:

- Support meter deployment
- Reports to help ensure that meters are provisioned correctly and communicating in the field
- Monitor AMI Performance
- Report on number of reads delivered compared to AMI Service Level Agreement
- Enable Meter-to-Cash
- Validation of reads, billing determinants and customer service support
- Alert via Meter Events
- Store and report on Tamper, Leaks, error and other meter flags

2.5.1.1. Pre-Requisites & Assumptions



- Meter reads are imported from the AMI as defined in section 3.1 **Error! Reference source not found.** AMI Head End Systems.
- Meter events are imported from the AMI as defined in section 3.1 AMI Head End System.
- Meters installation/removal are synchronized with the system of record as defined in sections 3.2.1 CIS Synchronization Integration.
- After installation of **MeterSense** MDM by SmartWorks, meter reads validation routines (VEE – Validate, edit, estimate) as defined in SmartWorks User-Guide VEE will be available for configuration.
- Data will be presented in the **MeterSense** MDM reports based on the modules identified in this Statement of Work and the availability of the data described in section 3 Software Integrations.

2.5.2.KPI Dashboard

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

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

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

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

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

A set of standard KPIs are made available with the application. These are arranged into a set of standard dashboards. It may be that not all dashboards or KPIs are applicable to a utility depending on available information, modules deployed, and integrations performed. Users may configure their own dashboards from the available KPIs.

2.5.2.1. Pre-Requisites & Assumptions

- Deployment of the **Compass Framework**, if not already in place.
- Population of any data required for calculation of KPIs as per section 3 of this SOW.

2.5.3.Automated Move-In / Move-Out



SmartWorks Compass Automated Move-In/Move-Out (MIMO) module automates the process of populating and resolving MIMO service orders with start reads and final reads to save the CSRs the time to do it manually.

Virtual Disconnect is enabled by monitoring for usage on inactive accounts and proactively notifying the utility if usage is discovered.

KPI Dashboards provide tracking of the MIMO processes in general and the effort saved by automating them.

- KPI Dashboards of processes including:
 - Actions performed
 - Number of successes, number of failures
 - Effort saved due to automation of these processes
- Rule for determining start reads and final reads for transition customers, including:
 - Identifying open MIMO Service Orders
 - Determining the appropriate final read for Move-Out Service orders
 - Determining the appropriate start read for Move-In Service Orders
 - Populating the MIMO Service Orders with the appropriate reads
 - Success/failure of connection command recorded at time of execution
 - Auto re-try for failed switch operations, e.g. up to 3 attempts
- User Interface in Compass for single customer On-Demand Reads in the context of a Move
- Virtual Disconnect through identifying Usage on Inactive Accounts
 - User Interface to interrogate the system and generate report of usage on Inactive Accounts
 - Exception based reporting through scheduling of the report.

Implementation

- Consultant will implement and configure the above functionality.
- Consultant will train customer on module functionality and uses.
- Consultant will support customer testing.

Pre-Requisites & Assumptions

- Deployment of the Compass Framework by SmartWorks, if not already in place.
- Population of any data required.
- The CIS datasync is in place and working. If this is not in place, another statement of work will need to be issued.
 - For Virtual Disconnect reporting, it is assumed that meters status are set to "OFF" as part of the datasync process.
- Where Meter Actions such as On Demand Read or Remote Connect/Disconnect are required, the AMI remote actions are in place and working. If this is not in place, another statement of work will need to be issued.



- Move-In and Move-Out transitions will be recorded in the CIS as Service Orders (SO). Customer will provide a detailed list of these actionable Service Orders (SO) for automated Move-In / Move-Out processes. CIS is the system of record for whether a SO is actionable, considering items such as:
 1. Validating that SO is supported by meter type
 2. Life support/special needs customers
 3. Landlord/Tenant agreements
 4. Holidays
 5. Weather
- It is assumed that each CIS service order is tied to only one (1) meter.
- It is assumed that each CIS service order is tied to only one (1) remote action type (e.g. On-Demand read, Remote Connect, Remote Disconnect)
- It is assumed that the CIS provider allows and technically enables service order integration via MultiSpeak calls.
 - VEE Acceptance Prediction functionality

This functionality is provided as an Extension to the MeterSense module from the SmartWorks Compass Suite. It improves the efficiency for users processing register read failures as part of the Validation, Estimation and Editing (VEE) process.

This Extension includes the following functionality:

- SmartWorks Athena AI Machine Learning solution for VEE Acceptance Prediction
- Provide recommendations as to whether register read validation failures should be accepted. These recommendations may be followed manually or executed automatically based on configurable level of confidence. For example, the system may be configured to automatically accept each register read failure, when Athena has greater than 90% confidence that the user would choose to accept the read failure. Athena's recommendation and confidence level are based on an AI model that was trained from past user behavior and takes into account the complex nature of each new read failure. In this way, Athena mimics the judgement of utility personnel that have manually reviewed read failures in the past.
- Acceptance Prediction setup
- Acceptance Prediction filtering in Register Read VEE Failures screens
- Acceptance prediction parameter in Register Read Validation Routines Setup.

Users can perform the following actions:

- Create, setup, copy, edit, import, and export AI algorithm configurations
- Modify the data elements used by the AI algorithms
- Train or re-train algorithms
- View performance data for AI algorithms
- Compare different AI algorithms, and compare versus past handled validation failures to compare how the algorithm predicts versus what a human did
- For viewing Register Read Validation Failures, user can use Acceptance Prediction confidence thresholds for filtering the list of Register Read Validation Failures. This



therefore allows confidence threshold filtering for manual acceptance of multiple failures at one time from this screen.

- When configuring Validation Parameters, users can set Acceptance Prediction confidence thresholds to define which Register Read failures will be set to Auto-Accept.

Refer to the Implementation Services section for details about which functions have been configured for the deployment.

2.6. Reporting

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

No custom reports have been identified for delivery. However, if during the project, Customer identifies a requirement for a custom report, the services can be brought into scope using the Change Management process described in section 4.3.

2.7. Project Deliverables and Work Products

The following deliverables, milestones and work products are included in this project. **Deliverables** are items created during the project that require formal review and approval by the customer. **Work products** are items created during the project that are reviewed by the customer but do not require formal approval by the customer.

2.7.1. Deliverables

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

- Functional and Integration Requirements Document
- SmartWorks Software installation
- SmartWorks Software configuration
- SmartWorks Software integration as defined in section 3
- SmartWorks Software End-User Training

2.7.2. Work Products

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

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



2.8. SmartWorks Compass Training and Discovery Sessions

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

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

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

2.8.1. Kick Off Meeting

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

2.8.2. SmartWorks Compass Demo

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



2.8.3. Discovery Sessions

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

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

2.8.4. Workshop 1: Compass Overview and Introduction to VEE

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

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

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

2.8.5. Workshop 2: Data Validation

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

2.8.6. Navigation Training Sessions

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

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

Topics typically covered in this training include:

- SmartWorks Compass Navigation training
- Data Setup



- Meter Reads & Validating, Estimating, Editing – VEE
- Using Maps and Reports
- Advanced Reporting and KPI Dashboards
- System Administration

2.8.7. Workshop 3: Roles and Groups configuration

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

2.8.8. Processes and System review Session

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

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

2.8.9. Workshop 4: Addressing VEE Exceptions and fine-tuning

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

2.8.10. Functional and Process Training

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

Topics typically covered in this training include:

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

2.8.11. Test scripts review

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



2.8.12. UAT Acceptance Testing support

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



3. Software Integrations

During software integration:

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

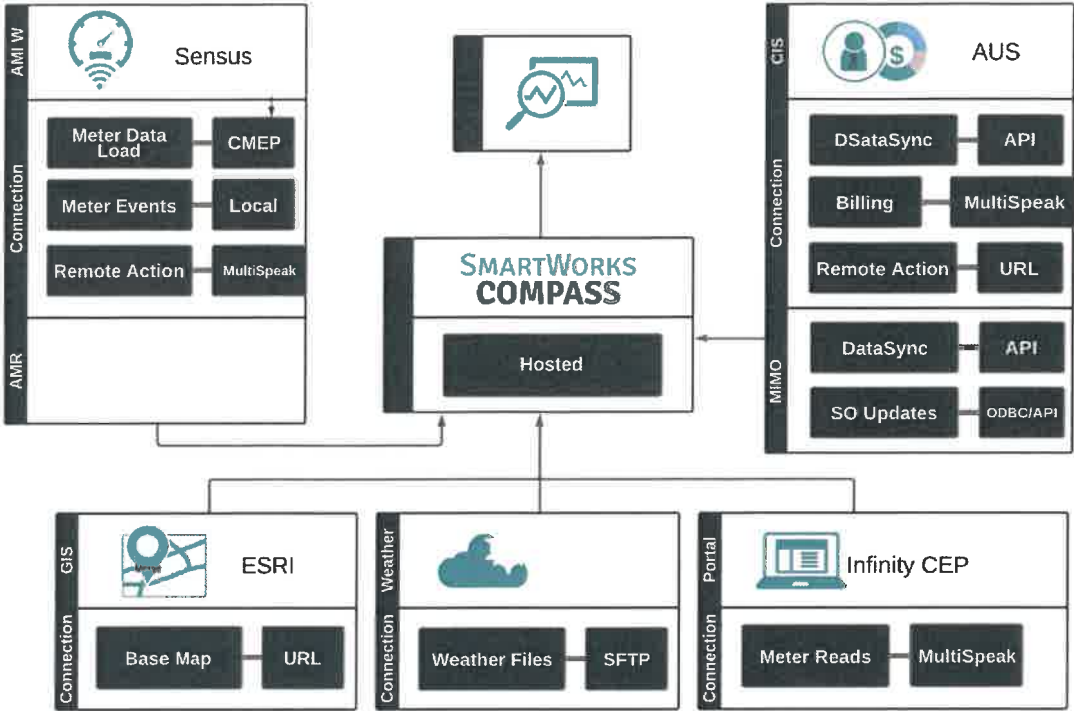
The integration coordinator role consists in securing, as required and in a timely fashion, the assistance and cooperation of third-party vendors. A change order will be required if a third-party vendor is unavailable or non-cooperative and causes an impact to the project schedule or effort.

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

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

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

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



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

3.1. AMI Head End System (Sensus), version X.X

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

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



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

Assumptions:

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

3.2. Customer Information System (CIS) (AUS Infinity)

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

Summary of integrations

Integration	Initiator	Type	Protocol	Frequency
DataSync	CIS	API	API	
DataSync	MDM	Queries API	API	1-3 times/day
Billing	CIS	Billing Request	MultiSpeak® 4.1	TBD during discovery
Billing	MDM	Billing Response	MultiSpeak® 4.1	TBD during discovery
Remote Action	CIS	OnDemand read request	MultiSpeak® 4.1	Real Time
Remote Action	MDM	OnDemand read response	MultiSpeak® 4.1	Real Time
Work Order Creation	MDM	2 rules to be defined	MultiSpeak® 4.1	TBD during discovery



3.2.1.CIS Synchronization Integration

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

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

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

Assumptions:

- It is expected that when a radio is installed or removed from a meter, a cross reference between meter ID and associated radio ID will be maintained in the CIS and provided during DataSync.
- This integration will be established using a REST API. Any delays with the availability of this integration will impact the project timeline. In the case of significant delays, Customer has the option to pause the project until the integration is available or follow Change Management process described in section 4.3 to keep the SmartWorks Project team engaged until the files are available.
- It is assumed there will be multiple iterations of the DataSync (typically 3-4) where the list of fields to be provided by the CIS via the API, will be finalized after discovery and prior to UAT. Customer is responsible for validating the data as a result of each DataSync iteration.
- Depending on Customer requirements, the synchronization will occur between 1 to 3 times per day and will be scheduled to occur after the CIS Customer database has been updated.
- Customer will be responsible for assisting in identifying and validating the data required for data synchronization
- Integration with the AMI head end system for the purpose of facilitating synchronization of the meter status (meter provisioning) between the AMI head end system and CIS is not included in the scope of this project. This integration enables the identification of meters that should be transmitting data to the MDM. It is therefore assumed that a direct integration will be made between the AMI head end system and the CIS. It is expected that Customer and AMI provider will work collaboratively to develop this integration.

3.2.2.Billing Interface (MultiSpeak® or MV-RS)



Customer will initially bill using register reads, not time-based determinants for most meters. Customer CIS will apply the correct rate to each register.

AUS and SmartWorks Software will use a MultiSpeak® web service (synchronous SOAP call) call to request and receive the latest available read. [CIS Vendor] will apply the correct rate to each register.

OR

Customer will use **SmartWorks Compass** billing interface, which makes use of an MV-RS file format. The MV-RS file will be created in the CIS and uploaded to an ftp/sftp site using CIS processes. **SmartWorks Compass** will be configured to automatically update the file with reads and place it on an ftp/sftp site for download back to the CIS.

Assumptions:

It is assumed that all reads required for the purpose of billing will be provided by the AMI system. Should **SmartWorks Compass** be required to perform calculation (e.g. TOU, Net Billing), the services can be brought into scope using the Change Management process described in section 4.3.

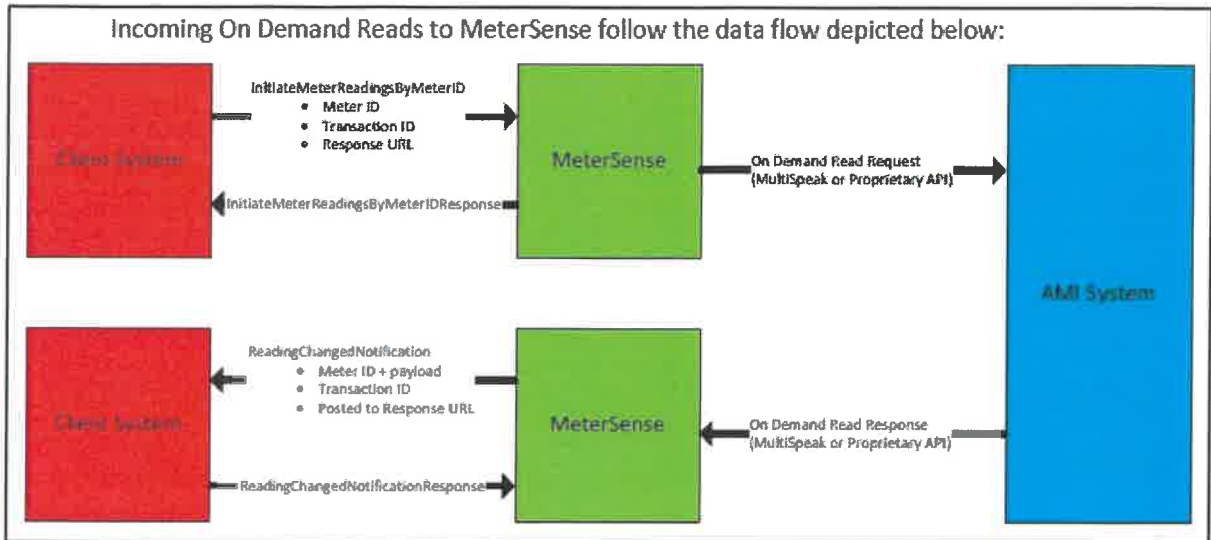
- Where TOU blocks/buckets are used for billing the blocks/buckets will be passed to **SmartWorks Compass** from the AMI. **SmartWorks Compass** will pass the blocks/buckets as generated at the meter level and passed to **SmartWorks Compass** through the AMI out to the Client's CIS.

3.2.3. Meter Action Initiation from CIS

- On Demand reads
 - In the context of Move
- Remote Disconnect/Remote Connect
 - In the context of a Move

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

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



3.2.4. Service Order Creation from MDM

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

- The SmartWorks Software will query the CIS to confirm if a Service Order already exists for the location/account,
- If a Service Order does not already exist, a Services Order will be created. Customer is responsible for providing Service Order type for each use case.

As part of the scope of this integration, SmartWorks will deliver up to two (2) business rules that will each enable the automation of one (1) Service Order type and one (1) resulting action.

Examples of Business Cases:

- Non-Communicating meter
- Meter tamper

Assumptions:

- For these rules to be implemented as part of the project, Customer will provide a decision on the applicable Business Cases within **2 weeks** after the delivery of the Processes and System review session.

3.2.5. Off-Cycle Read retrieval

SmartWorks will integrate with CIS to provide the ability for a user to initiate the read retrieval from CIS based on data from MDM.

When requested by a Customer Service Representative (CSR), from the Reading History tab of the AccountView form in CIS Infinity a read will be displayed on the screen, an event will be logged and the



date/time of the reading will be recorded in CIS Infinity. An identifier of the person requesting the read will also be recorded.

Read option within CIS are as follows:

- Current read (On Demand reads) – will not return any reads as Customer AMI meter does not support this functionality
- Read as of date
- Latest read.

3.2.6. Location Summary reports

The CSR will have the ability to view SmartWorks Compass Location Summary report within CIS Infinity – Account View – MDM tab.

3.3. Geographic Information System (GIS) Integration - ESRI

3.3.1. Base Map

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

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

3.4. The Weather Network

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

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

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

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



3.5. Customer Portal - Infinity CEP (Advanced)

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

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



4. Project Management Approach

4.1. Communication/Relationship Management Approach

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

4.1.1. Guiding Principles

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

The following guiding principles will assist in meeting this goal:

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

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



4.1.2. Goals of Communication Strategy

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

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

4.1.3. Effective Communication Guidelines

- There are multiple audiences for project communications
- Communication needs to be:
 - Tailored to specific groups
 - Regular and informative
 - Real-time and relevant
- Communication content needs to be of interest to the target audience

4.1.4. Communication Plan

Following is the proposed communication plan for the project:

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

4.2. Work Management Approach

Work will be managed through the use of the Project Schedule. The SmartWorks Project Manager will have the responsibility to create and maintain the Project Schedule for the modules and integrations listed in this Statement of Work. It is expected that Customer Project Manager will work in conjunction with the



SmartWorks Project Manager to ensure that key Customer activities that impact the project are also contained in the Project Plan.

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

4.3. Change Management Approach

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

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

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

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

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

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

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



4.4. Risk Management Approach

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

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

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

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

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

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

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



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

If identified risk(s) and/or mitigation strategies are deemed to have an effect on project timeline, or budget, or scope, a Change Request may be created, as per section 4.3, to address those concerns.

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

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

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

4.5. Acceptance Management Approach

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

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

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

Once system testing has been completed, and Customer staff has been trained on the system, Customer staff will have the necessary tools to review the system for acceptance. Customer will have access to its own instance of the SmartWorks Software, loaded with their data, to train and test on. SmartWorks Consultants assigned to Customer will provide training of the system to the staff, along with training



documents, consisting of User Guides and PowerPoint. Training will be conducted onsite and using WebEx sessions, phone calls and documentation when needed.



5. Delivery Approach

5.1. Implementation Approach – Phases, Deliverables, Key Milestones

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

5.2. Implementation Methodology

The SmartWorks Methodology is based on the following guiding principles:

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

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

- Processes / Checklists / Matrices that define how to operate;
- Deliverables that are formal outputs that require Customer sign-off;
- Work Products that are outputs produced as part of the work required to achieve the desired project goals; and
- Tools / Assets that are leveraged to produce defined outputs.

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

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

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



Implementation Phases	Objectives	Key Work Products and Activities	Deliverables
Phase I Initiation and Build Key Milestones <ul style="list-style-type: none"> Kick Off Meeting Held Project Plan Reviewed/Updated 	<ul style="list-style-type: none"> To Kick Off project and establish successful working relationship To obtain detailed agreement on Project Plan To install and perform base configuration work 	<ul style="list-style-type: none"> Kick Off Meeting Implementation Questionnaire Acceptance Criteria Document Initial Configuration complete Physical Architecture Recommendation 	<ul style="list-style-type: none"> SmartWorks Software installation Software Overview Training Session
Phase II Analysis Key Milestones <ul style="list-style-type: none"> Integration Documents signed Functional and Integration Requirement Document signed 	<ul style="list-style-type: none"> To demonstrate base configuration functionality Conduct Discovery Sessions To obtain an agreement on what is remaining to be delivered 	<ul style="list-style-type: none"> Discovery Session(s) Summary 	<ul style="list-style-type: none"> Functional and Integration Requirements Document
Phase III Development Key Milestones <ul style="list-style-type: none"> Solution Feature / Code / Configuration Complete 	<ul style="list-style-type: none"> To configure according to requirements and build the Solution components To write associated test cases that Customer would execute for acceptance of the Solution 	<ul style="list-style-type: none"> Test Scenarios / Cases User Acceptance Test Scripts Base Solution Installed and Configured 	<ul style="list-style-type: none"> SmartWorks Software configuration SmartWorks Software integration
Phase IV Testing Key Milestones <ul style="list-style-type: none"> User Acceptance Testing Complete 	<ul style="list-style-type: none"> To move the Solution to a known state of quality and ready for deployment To train customer on their Solution 	<ul style="list-style-type: none"> Functional Testing Results Integration Testing Results User Acceptance Test (UAT) Results Accepted Solution per UAT 	<ul style="list-style-type: none"> Functional and Process Training User Acceptance Testing Support Go-Live Plan Document
Phase V Deployment Key Milestones <ul style="list-style-type: none"> Solution Live 	<ul style="list-style-type: none"> To move the Solution into a production environment state and transition support to the operations team 	<ul style="list-style-type: none"> Solution Live 	<ul style="list-style-type: none"> Installation Acceptance

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



5.3. Implementation Timeline

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

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

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

The Project Plan will include a project completion date (the date where project is completed based on the criteria in section 5.7 Project Completion Criteria). The Project Plan will be reviewed periodically during the project and may be revised. Changes to the project completion date will require a Change Order if it is mutually determined that the delay in completion is the fault of the Customer or Customer's third-party vendors.

5.4. Validation/Testing Approach

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

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

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

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

- The test name
- The objective for performing the test



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

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

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

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

5.4.1. User Acceptance Testing Procedure

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

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

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

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

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

In the event Customer determines that the results of a test do not meet the Solution Acceptance Criteria, following the initial User Acceptance Testing cycle, Customer will provide SmartWorks with written notice thereof, specifying in reasonable detail how the Solution failed to meet the Solution Acceptance Criteria. If Customer delivers to SmartWorks such notice of retesting, SmartWorks shall make all necessary corrections, repairs, fixes, modifications, or additions to or replacements of all or any part of the rejected SmartWorks Software as well as integrations for which SmartWorks is responsible so that it conforms to



and performs in accordance with the Solution Acceptance Criteria. SmartWorks will have a defined period of time “**Correction Period**” to correct any deficiency, after which the User Acceptance Testing will be resumed. The Correction Period will be defined in the Detailed Project Plan.

Should the Customer require additional testing outside of SmartWorks’ standard testing routines, such as for Disaster Recovery, these can be brought into scope via Change Order.

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

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

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

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



5.5. Software Progression and Configuration Management

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

Phase(s)	Environment	Updates	Details
Initiation and Build Analysis Development	Pre-production	Configuration	Performed on an ongoing basis by SmartWorks Implementation Team. No Customer approval required.
		Software updates	Performed on an ongoing basis by SmartWorks Implementation Team. No Customer approval required.
		Software upgrades	<i>Not performed without prior agreement between SmartWorks and Customer.</i>
Testing	Pre-production	Configuration	Performed to address issues raised as a result of UAT.
		Software updates	Performed to address issues raised as a result of UAT. Release notes will be available upon request.
		Software upgrades	Not performed.
Deployment	Pre-production	Configuration	Performed for items related to Go-Live deployment activities.
		Software updates	Not performed, unless issues found during Go-Live deployment activities. <i>Requires agreement between SmartWorks and Customer.</i>
		Software upgrades	Not performed.
Deployment	Test*	Configuration	Can be performed by Customer to test additional configurations for Post Go-Live.
		Software updates	Not performed, unless exception scenario is encountered. <i>Requires agreement between SmartWorks and Customer.</i>
		Software upgrades	Not performed.
Post Go-Live	Pre-production & Test	Configuration	See Software Support Agreement
		Software updates	See Software Support Agreement
		Software upgrades	See Software Support Agreement

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



5.6. Customer Resource Involvement

SmartWorks strongly believes that a successful implementation project requires that both Customer and SmartWorks resources work openly and collaboratively towards a common objective. As such, Customer's involvement will be required through all phases of the implementation project. SmartWorks also believes that the involvement of key Customer resources will help with the organizational change management activities that are essential to obtain acceptance of the new solution.

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

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

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

Phase I: Initiation and Build

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

Phase II: Analysis

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

Phase III: Development

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



Phase IV: Testing

1. Determine the appropriate staff to be trained.
2. Ensure the staff members that have been identified to participate in the training sessions are available on dates agreed to and scheduled.
3. Assist with Functional / Integrated Testing.
4. Conduct User Acceptance Testing.
5. Log issues in the SmartWorks TeamSupport system (a web-based issue tracking system). The issues logged in TeamSupport will be addressed by SmartWorks Consultants per triage and priority.
6. Assist SmartWorks in developing a Go-Live Plan Document.

Phase V: Deployment

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

5.7. Project Completion Criteria

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

- An agreed upon sample of AMI meters representing different meter types and location classes have been installed and tested during User Acceptance Testing, within the project timeline indicated in section 5.3.
- Solution Acceptance has been given by Customer.
- SmartWorks Software Functionality within scope of this SOW has been deployed for a minimum of thirty (30) calendar days “Post Implementation Grace Period”.
- Severity Level 1 issues identified during the Post Implementation Grace Period have been addressed. The Severity Matrix Table presented in section 5.4.1, defines the Severity Level 1 issues.

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

5.7.1.Completion Criteria Summary

Milestone	Phase	Deliverable/ Completion Criteria	Assumptions/Dependencies
Contract execution	Alpha		<ul style="list-style-type: none"> • Agreements signed by all parties



Milestone	Phase	Deliverable/ Completion Criteria	Assumptions/Dependencies
Software installation	Alpha	<ul style="list-style-type: none"> Pre-production system provisioned 	<ul style="list-style-type: none"> Introduction call between SmartWorks and Customer Project Managers held prior to installation
Kick off Session held	Alpha	<ul style="list-style-type: none"> Team Introduction Confirm project planning and review of Statement of Work Initial review of Data Mapping requirements and implementation Questionnaire 	<ul style="list-style-type: none"> Data Mapping requirements and implementation Questionnaire have been presented but will be updated throughout the project
Initial DataSync and AMI integration completed	Alpha	<ul style="list-style-type: none"> Initial Data Mapping requirements completed Initial Implementation Questionnaire completed DataSync completed for pre-defined test meters AMI data populated in MDM for pre-defined test meters Compass Overview training session has been delivered 	<ul style="list-style-type: none"> Customer provided timely input for the documentation presented during Kick Off Acceptance only includes pre-defined test meters 3rd parties provided requested data as per agreed upon schedule
Delivery of requirements document	Beta	<ul style="list-style-type: none"> Discovery Sessions have been held (as outlined in Section 2.8) Initial requirements documents have been delivered to Customer for review 	<ul style="list-style-type: none"> Acceptance linked to initial delivery of documents Customer will complete review and comment on each draft of the Requirements Document within 10 Business Days to maintain adherence to the project schedule.
Completion of integrations	Beta	<ul style="list-style-type: none"> Integration as defined in section 3 of the SOW have been delivered 	<ul style="list-style-type: none"> Final requirements documents have been approved
Completion of Functional and Process Training	Beta	<ul style="list-style-type: none"> Software modules as defined in section 2.5 available Training as defined in section 2.8 has been delivered 	<ul style="list-style-type: none"> SmartWorks provides agenda prior to training SmartWorks provides training plan prior to training Customer is engaged and completes training exercises Configuration has been completed, as mutually agreed upon between SmartWorks and Customer PMs



Milestone	Phase	Deliverable/ Completion Criteria	Assumptions/Dependencies
Completion of UAT	Beta	<ul style="list-style-type: none"> • Test results documented by Customer • Severity level 1 tickets have been addressed 	<ul style="list-style-type: none"> • Test scripts have been defined by Customer • Customer resources are available to perform testing for a period of 10 business days • Tickets logged after completion of UAT will not delay acceptance
Transition to Support	Beta	<ul style="list-style-type: none"> • Transition to Support meeting has been held 	
Completion of Advanced Process Automation Module Training	Beta	<ul style="list-style-type: none"> • Training as defined in Section 2.6 has been delivered 	
Monthly PM/meeting Fee	Alpha/ Beta	<ul style="list-style-type: none"> • 25 hours/month 	<ul style="list-style-type: none"> • A monthly PM fee will be charged to Customer for the duration of the project, until the Transition to Support occurs. • These tasks include: weekly project teams attended by Project Manager, Technical Consultant, and Business Consultant; Project Manager meetings; meeting agenda and minutes.



6. Assumptions

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

1. **This SOW defines the scope of work for SmartWorks and does not include any work or expenses required from other vendors including GIS, AMI, CIS, etc.**
2. This project currently has, and will continue to have, the support of senior Customer management and will be assigned sufficient priority with respect to other projects to ensure its success.
3. Customer will assign a Project Manager to act as an internal resource and guide throughout this project.
4. Customer will secure the appropriate staff in a timely fashion in order to discuss or review the various materials produced when required, provided SmartWorks gives reasonable notice of such request.
5. SmartWorks will provide a written agenda and notice of any prerequisites to prior to any onsite or remote sessions.
6. SmartWorks will provide adequate resources to support the efforts to complete the project as schedules and within the constraints of the project budget.
7. SmartWorks will provide the resumes for resources assigned to the project upon 's request.
8. The SmartWorks Solution implementation is dependent upon accurate and timely information cooperation and delivery of third-party vendors solutions in order to achieve functional integration. SmartWorks will identify those dependencies to Customer and create a mutually agreed schedule to provide the assistance and information. Customer will ensure the cooperation and involvement of third-party vendors on or before the agreed schedule date. Failure to achieve delivery of the identified dependency on the agreed schedule will result in a change order being issued.
9. Customer will secure, as required and in a timely fashion, the assistance and cooperation of third-party vendors (e.g. CIS, AMI, OMS) to ensure a successful implementation. A Change Order will be created if the third-party vendor is unavailable or non-cooperative and as such results in an impact to the schedule or effort.
10. Third-Party vendor solutions are able to provide data required by the SmartWorks Software as well as accept information provided by the SmartWorks Software.
11. All third-party software and hardware products are assumed to perform correctly in Customer environment, in accordance with the appropriate third-party vendor's specifications.
12. Any upgrade to third-party software resulting in changes to the initial integrations requirements, will be subject to a Change Order during implementation. A separate quote will be issued after transition to Support has occurred.
13. All documentation provided by Customer shall be up-to-date and accurate or if that is not the case, advise SmartWorks as such.
14. All network components supplied by Customer are working properly and are free of defects and will meet minimum industry standards provided during the project.
15. To minimize project costs, the majority of project work will be performed at one of the SmartWorks' locations except for project activities where onsite is deemed more effective.



16. Customer will provide the appropriate monitored remote access to its network, facilities, and systems as may be required to perform activities from one of SmartWorks' locations. SmartWorks shall abide by all rules and directions of Customer when accessing Customer's network, facilities or. A Change Order will be created if appropriate remote access to its network is not available during agreed upon business hours, resulting in project delay or additional fees.
17. Any items not explicitly identified within this document are considered out of scope. Any changes to those responsibilities and/or deliverables will be considered a change in scope for the project. Any proposed change to the project scope must be put into written format and be submitted to SmartWorks during this project for review and consideration.



7. Document Acceptance and Sign-off

Accepted on this day by:

Norman

**N.Harris Computer Corporation (Harris Utilities,
SmartWorks)**

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



APPENDIX A – Change Order Template

Harris Utilities SmartWorks Change Order

This document defines the work to be performed by the Harris Utilities, SmartWorks division of N. Harris Computer Corporation (herein referred to as “SmartWorks”) for Norman (herein referred to as “Customer”), upon authorization to proceed from Customer.

Date: <Date>

Change Order #: <xx>

Customer: <Customer>

Customer Contact: <Name of Requester/Technical Contact>

Description of Change: <Title of Change Order>

Related Documents

1. This Change Order is subject to the terms and conditions of the Software License Agreement, Support and Maintenance Agreement, Software Implementation Services Agreement and Hosting Services Agreement between Norman and N. Harris Computer Corp. signed <date signed>
2. This Change Order describes a change from the scope or schedule defined in<Statement of Work (SOW) details>
3. (other related documents such as Technical Specification Documents)

Scope of Change

<Describe changes to be made>

Assumptions and Constraints

1. <List any applicable assumptions/constraints>

Schedule Impact

<Identify schedule impact, if any>



Change Order Effort

Description	Estimated Effort (Hours)
Work Description 1	0
Work Description 2	0
Project Total	0

Change Order Fees

Support and Maintenance

Monthly Support & Maintenance fees may be adjusted based on the increased functionality or complexity resulting from this scope of work.

Taxes

Fees exclude any applicable taxes.

Validity

The price estimate is valid for a period of thirty (30) days from the quote submission. Customer may request this date to be extended.

Scope Changes

If there are material changes to the scope or SmartWorks' understanding of the scope, the price estimate is subject to change.

- The discounted hourly rate for Change Orders during the scope of the implementation project, until the go-live milestone is achieved, will be USD \$230.00
- The Support & Maintenance fees may be adjusted accordingly as well.

It is expected that once the deliverables included in the Statement of Work have been delivered and the project is closed, all future services (including but not limited to training, customization, consulting) will be delivered using SmartWorks Standard hourly rate applicable at the time of the request for services.



Change Order Payment Schedule

Customer will be invoiced based on the following payment fees and schedule. All prices are in USD.

Description	Payment	
(Milestone A TBD)	X%	\$0.00
(Milestone B TBD)	X%	\$0.00
Total	100%	\$0.00
Additional Annual Support & Maintenance fees		\$0.00
Notes: <ul style="list-style-type: none"> • This fee is intended to cover support and maintenance activities anticipated for new functionality provided in this quote. • The fee will be applied upon installation in test environment (or production if a test environment is not available). • The first-year fee will be pro-rated to align with Customer’s existing maintenance payment schedule. Annual fees are subject to change as defined in the Support and Maintenance Agreement.		

Invoices are payable on a net 30-day basis.



Change Order Acceptance and Sign-off

A signature below will serve as authorization to proceed with the work defined in this document.

Please sign and return this document to [Project Manager]:

- Fax: 613-482-4874
- Email: [projectmanager]@harriscomputer.com

Approval to Proceed

Please provide both an authorized signature for sign-off on this Change Order, and a technical contact where we should be directing Technical Issues.

Print Name (Authorized signature)	Signature	Date
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Name (Technical Contact)	e-mail	Phone Number
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N. Harris Computer Corporation

SmartWorks manager authorized to sign this Change Order

Print Name (Authorized signature)	Signature	Date
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If you have any questions or need further information, please feel free to contact the Project Manager noted above.



Infinity Customer Engagement Portal

Norman Utilities Authority

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1. Executive Summary

Advanced Utility Systems (Advanced) is providing this scope of work (SOW) to implement Infinity Customer Engagement Portal for the Norman Utilities Authority. Included is a description of project scope, with Advanced/Norman Utilities Authority roles and responsibilities, proposed solution architecture, detailed action items and assignment of tasks, key resources and additional customer requirements.

2. Scope

The scope of the Project is to provide Norman Utilities Authority with: **Infinity Customer Engagement Portal Discovery Sessions. Advanced to work with Norman Utilities Authority to determine functionality and integration requirements and capabilities, and design approaches to deliver the My Account portal.**

Install and configure Infinity Customer Engagement Portal software with rich web presentment of “My Account” information for water customers of Norman Utilities Authority, including graphical display features, historical reporting and customer comparison analytics. The presentation experience should accommodate the browsers identified below:

Browser	Verified Version Support
Desktop	
MS Internet Explorer	11 until its end of life in Microsoft (June 15, 2022)
MS Edge	v104 or better
Google Chrome	v100 or better
Firefox	v100 or better
Safari	V14 or better
iPhone/iPad	The latest iOS version
Android	Android 10 and higher

Infinity Customer Engagement Portal CIS Integration: Norman Utilities Authority to work with Advanced to implement real time Integration between CIS and portal using Advanced REST API.

E-Bill Presentment: Configuration of e-billing, including e-bill history and opt in/out of paperless bills via SSO integration with PCI compliant payment provider. Bills will be presented in PDF format. Existing bill print design will be used. Any changes to bill print design are not within scope and may require additional effort, change order, and/or cost.

Payment Presentment: Online Payment processing via SSO integration with PCI compliant payment portal provider (Paymentus real-time payment integration using SSO).

AMI/MDM Integration: Provide data integration with the MDM data repository Compass utilized by Norman, for smart meter data web presentment, including daily and hourly usage graphical display, as available from the MDM usage alert notification and leak detection features. The presentation experience will accommodate most common

browsers and mobile devices. Data integration would be provided via real-time MultiSpeak and SOAP API web service integration and consumption data integration.

Infinity Customer Engagement Portal CSR Support: Interface for Norman Utilities Authority Customer Service Representatives (CSR's) to assist customers during the online experience.

Infinity Customer Engagement Portal Site Account Management: An Account Management system that provides customer profile management, including customer self-registration, contact and access management, and single login for multiple accounts.

Infinity Customer Engagement Portal Site Administration: Administration facility for the Norman Utilities Authority staff to easily customize and manage utility customer portal corporate branding, messaging and content.

Infinity Customer Engagement Portal CSR Training: Provide training for Norman Utilities Authority CSRs on the Infinity Customer Engagement Portal CSR module to assist customers during the online experience.

Infinity Customer Engagement Portal Smart Forms Discovery Sessions: Advanced will work with Norman Utilities Authority to produce a high-level design of the online forms, integration requirements and capabilities. Advanced will identify all specific requirements to design and deliver form functionality. A total of 5 Smart Form templates are included in the customer portal subscription addressed in this proposal.

Install and configure Smart Forms for Utilities software, specific to Norman Utilities Authority requirements with rich web presentment of customer web forms to residential and commercial Water customers of Norman Utilities Authority. The presentation experience will accommodate most common browsers and computer devices (desktop, notebook, tablet, smart phone).

Smart Forms CIS Integration: Provide real-time data integration with Advanced CIS Infinity V4 utilized by Norman Utilities Authority using RESTful APIs. The User Interface will accommodate most common browsers and mobile devices.

Smart Forms Customer Service Representative (CSR) Training: Provide training for Norman Utilities Authority CSRs on the Smart Forms CSR module to manage customer web form submissions.

The following table outlines the tentative functional requirements for the solution. Requirements may be amended and documented based on Infinity Customer Engagement Portal Discovery Sessions. If the additional changes identified during the discovery sessions represent a substantial level of effort, Advanced may charge for these efforts via a change order to the City.

Item & Requirements	Deliverable
<p>Site Registration: Ability for customers to register for account access. An email confirmation will be sent to customers to validate their registration request. A welcome email will be sent after confirmation.</p>	<p>Online form for customer to enter:</p> <ul style="list-style-type: none"> ○ User Name ○ Password ○ Security Question/Answer ○ Paperless billing opt-in ○ Email consent opt-in ○ First name/Last name ○ Email ○ Telephone ○ Mobile ○ Account Number ○ Either Mailing Address Zip or Service Address ZIP ○ Google reCAPTCHA v2 ○ Accept Terms & Conditions <p>Email addresses will be allowed on multiple profiles.</p> <ul style="list-style-type: none"> ○ This affects Guest Access invites. ○ If the email used on the invitation is not unique in the Portal, then that Guest cannot be invited. <p>Accounts will be allowed on multiple login profiles.</p> <p>Verification email template.</p> <p>Online account welcome email template.</p>
<p>Reset Password: Ability for customers to reset their forgotten password or disabled login.</p>	<p>Online form for customer to enter email address.</p> <p>Email template with encrypted link to reset password workflow where customers will need to enter a response to their security question.</p>

Item & Requirements	Deliverable
	<p>Successful answers will allow customers to enter a new password with a password strength indicator.</p>
<p>Forgot User Name: Ability for customers to request a forgotten user name.</p>	<p>Online form for customers to enter account number and Mailing Address Zip</p> <p>Email template with user name reminder.</p>
<p>Login: Login page for customers to access the portal.</p>	<p>Online form for customers to enter user name and password for site access.</p> <p>User authentication will be carried out against the Infinity CEP Portal user registry with SSO into the PAYMENTUS portal</p> <p>Links to:</p> <ul style="list-style-type: none"> ○ registration, ○ reset password, ○ forgot access code, ○ contact us, <p>Quick/One-time Pay option that will link to PAYMENTUS one-time payment page.</p> <p>Messaging for site features and various corporate programs.</p>
<p>Customer Dashboard: Show a dashboard after login containing a summary of the customer account information.</p>	<p>Ability to view and select multiple accounts linked to the site login.</p> <p>Selected account ribbon showing:</p> <ul style="list-style-type: none"> ○ Account number, ○ Service address, ○ Customer name, ○ Account balances, ○ Payment plan, ○ Nickname ○ Installment payment details <p>Navigation tabs providing access to various site features based on the customer type.</p>

Item & Requirements	Deliverable
	<p>Current Bill section showing:</p> <ul style="list-style-type: none"> ○ Current balance, ○ View current bill button, ○ Pay bill button, ○ Pre-authorized payment messaging if applicable, ○ Request payment extension (Promise-to-Pay) button if applicable ○ Bill Detail Charges table: <ul style="list-style-type: none"> • Service • Current Charges • Past Due • Penalty • Balance <p>My Recent Usage section showing:</p> <ul style="list-style-type: none"> ○ Usage on current bill ○ Usage on previous bill ○ Amount of usage more or less than previous bill ○ Reasons why usage is higher or lower (number of billing days and/or average temperature) ○ Link to view more history <p>My Recent Account Activity section showing a table of the 5 most recent transactions for the account. Columns can include:</p> <ul style="list-style-type: none"> ○ Transaction date ○ Description ○ Amount ○ Balance ○ Link to view all transaction history <p>My Smart Meter Activity section showing:</p> <ul style="list-style-type: none"> ○ Current billing period usage ○ Predicted usage for current bill <p>Left Carousel showing carousel slides specific to The Norman Utilities Authority activities and programs.</p>

Item & Requirements	Deliverable
	<p>Right Carousel showing carousel slides specific to The Norman Utilities Authority activities and programs.</p> <p>Rate this page comments and star ratings</p>
<p><u>Bills & Payment:</u> Show account billing history with the ability to view PDF bills and pay bills online via SSO integration with Paymentus payment portal.</p> <p>Notifications to customers for new bills, payment reminders and late payments also managed by Paymentus.</p>	<p>Show a listing of bills available online for the current account.</p> <p>My Electronic Bills section listing details can include:</p> <ul style="list-style-type: none"> View bill button Bill Date Bill Amount Due Date <p>Pay Bill section showing:</p> <ul style="list-style-type: none"> Current Balance Pre-authorized payment enrollment messaging if applicable <u>Pay My Bill</u> button that links to Paymentus. <u>Auto Pay</u> button that links to Paymentus. <u>Paperless Bills</u> button that links to Paymentus.
<p><u>Payment Activity:</u> Show account payment history showing activity with the ability to download details in spreadsheet format.</p>	<p>Show a listing of payments for the current account.</p> <p>Your Payment Details section can include:</p> <ul style="list-style-type: none"> ○ Payment date ○ Description ○ Amount ○ Balance ○ Download to spreadsheet button will generate a CSV file for customers to download.
<p><u>Billed Usage (Non-Smart Meter) Usage:</u></p>	<p>Show navigation buttons for access to Water based on the customer profile.</p>

Item & Requirements	Deliverable
<p>Show billed usage (non-smart meter) reading details for Water services in an interactive chart with reading details available in a table format. Provide the ability to download reading details in spreadsheet format.</p>	<p>Usage Report Subscription button allows customers to subscribe to the portal reporting service where usage reports and attachments can be emailed on a selected schedule. NOTE: Usage Report Subscriptions are dependent on a water usage nightly extract file implementation</p> <p>My Events section includes: Allow customer to define events that mark important dates that could impact usage. Events can be shown on the chart as annotations.</p> <p>Interactive Chart section can include: Dropdown select list of meters attached to the current account. Usage summary tiles for lowest usage, highest usage and average usage for the past X months. Tile details will show usage units, cost and billing period. Consumption bar chart showing monthly reads and temperature overlays – average temperature, humidity and precipitation.</p> <p>Consumption Details table section can include:</p> <ul style="list-style-type: none"> ○ Meter ID ○ Reading date ○ Description ○ Consumption ○ Download to spreadsheet button will generate a CSV file for customers to download.
<p>Smart Meter Usage Charts: Show smart meter usage details for daily and hourly summaries in an interactive chart</p>	<p>Show navigation buttons for daily and hourly details.</p> <p>My Events section includes: Allow customer to define events that mark important dates that could impact usage. Events can be shown on the chart as annotations.</p>

Item & Requirements	Deliverable
	<p>Smart Meter Consumption Inquiry section can include:</p> <ul style="list-style-type: none"> ○ Smart Meter data retrieved from MeterSense via Multispeak or SOAP API ○ Default view to daily consumption chart showing most recent 30 days by default. ○ From and to date select calendars where customers can change the inquiry dates and consumption details. ○ Consumption bar charts showing water consumed and temperature overlays – average temperature, precipitation and heating/cooling degree days. ○ Clicking/tapping a bar on the chart will open corresponding days 24 hourly consumption details with next and previous day navigation. ○ Download to spreadsheet button will generate a CSV for customers to download.
<p><u>Smart Meter Usage Downloads:</u> Allow customers to download smart meter usage details to CSV spreadsheet format. Customers should be able to select daily/hourly detail and the desired date range.</p>	<p>Download Settings section will include:</p> <ul style="list-style-type: none"> ○ Level of detail either hourly or daily ○ From and To date range <p>Download Format section will include: Spreadsheet (CSV)</p>
<p><u>Compare Last Bill:</u> Similar to My Recent Usage widget on the dashboard with the ability to compare other read dates.</p>	<p>Compare Last Bill section showing: Dropdown select list of meters attached to the current account. Dropdown select list for Amount or Value inquiries where Amount presents the usage in dollar amounts and Value presents usage in Service values.</p>

Item & Requirements	Deliverable
	<p>Dropdown select list of billing periods available for inquiry. Usage on current bill Usage on previous bill Amount of usage more or less than previous bill Reasons why usage is higher or lower</p>
<p><u>Compare Usage to Last Year:</u> Show customers their usage this year and how it compared to last year along with temperature overlays</p>	<p>Compare Usage to Last Year section can include:</p> <ul style="list-style-type: none"> ○ Dropdown select list of meters attached to the current account. ○ Dropdown select list for Usage inquiries where value presents usage in Service values. ○ Interactive chart showing consumption bars for the billing periods this year and last year. ○ Weather overlays for current and previous year – average temperature, humidity and precipitation.
<p><u>Service Requests:</u> Show account service request summary with the ability to download details in spreadsheet format.</p>	<p>Show a listing of service requests for the current account.</p> <p>Your Service Request Summary section can include:</p> <ul style="list-style-type: none"> ○ Request date ○ Request Number ○ Request Type ○ Status ○ Download to spreadsheet button will generate a CSV file for customers to download.
<p><u>Profile – My Profile:</u> Provide a facility for customers to manage their portal login profile to change personal details, add/remove accounts and set various alerts.</p>	<p>My Account Profile section can include:</p> <p>User Name First & Last Name Security question and answer Email Telephone & Extension Mobile E-Billing (paperless) opt-in/out Email consent opt-in/out</p>

Item & Requirements	Deliverable
	<p>Password with password indicator</p> <p>User profiles cannot be changed by customers or CSRs.</p> <p>Account Access List section includes:</p> <ul style="list-style-type: none"> Add account – Account Number and Zip Code Favourite account selector/indicator Account Number Nickname Service Address <p>My Subscriptions section can include:</p> <ul style="list-style-type: none"> ○ Subscription button to sign-up, change or unsubscribe to the report ○ Report name ○ Subscription settings ○ Last Sent – date and time ○ NOTE: Subscriptions are dependent on a water usage data received from SmartWorks MDM <p>Smart Meter:</p> <ul style="list-style-type: none"> ○ Usage threshold preferences. ○ High Usage alert preferences. <p>Show leak detection notification settings where the Infinity CEP portal will send notifications and show dashboard widget alerts.</p> <p>Leak Notifications</p> <ul style="list-style-type: none"> ○ Leak Alert data imported from SmartWorks MDM into SilverBlaze and notification delivered from SilverBlaze by emailInterval Data for leak detection will be retrieved from MeterSense via Multispeak.
<p>Profile – Guest Access: Provide a facility for customers to invite</p>	<p>Invite someone for Guest Access section includes:</p> <ul style="list-style-type: none"> Account number dropdown list

Item & Requirements	Deliverable
<p>and manage guest users for online access to their accounts.</p>	<p>Guest Email Access Settings</p> <p>You have granted Guest Access section includes:</p> <ul style="list-style-type: none"> ○ Account Number ○ Guest Email ○ Guest Status ○ Access Details <p>You have been invited as a Guest section includes:</p> <ul style="list-style-type: none"> ○ Account Number ○ Name ○ Access Details

Smart Forms

Item & Requirements	Deliverable
<p><u>Customer-Facing Smart Forms</u> Provide customers the ability to submit specific service requests.</p>	<p>Standard Customer-Facing Smart Forms to be delivered:</p> <ul style="list-style-type: none"> ○ Transfer Service ○ Move In ○ Move Out ○ Simple Service Request ○ Update Account Info

3. Advanced Responsibilities

- 1. Assign Advanced Project Manager to coordinate with the Norman Utilities Authority Project Manager.**
- 2. Assign Consultants to work remotely to perform the Advanced deliverables (See Section 5. Advanced and Norman Utilities Authority Deliverables) listed below.**
- 3. Provide Norman Utilities Authority Project Manager regular status updates to include all accomplishments, issues and project tasks assigned to the Advanced and Norman Utilities Authority team.**
- 4. Detailed actions and assigned deliverables as outlined in Section 5.**

4. Norman Utilities Authority Responsibilities

- 1. Assign Norman Utilities Authority Project Manager to coordinate with Advanced Project Manager.**
- 2. Norman Utilities Authority Project Manager to provide Advanced Project Manager regular status on all accomplishments, issues and tasks assigned to the Norman Utilities Authority team.**
- 3. Detailed actions and assigned deliverables as outlined in Section 5.**

5. Norman Utilities Authority and Advanced Deliverables

5.1 Setup Server & Install Software

Description	Comments	Responsible
Provision of Infrastructure	AUS to provision a server connected to the Internet. Norman Utilities Authority will provide VPN access to this to infrastructure to allow connectivity between Infinity CEP and Infinity CIS and Client mail server.	AUS / Norman Utilities Authority
Provide/Configure App Server Resources	Provision and Configure required App Server Resources	AUS
Email Server Availability	Norman Utilities Authority to provide access to an email server so that AUS Customer Portal can send email notifications to customers in the public domain. Needs to relay messages as required.	Norman Utilities Authority

5.2 Configure Infinity Customer Engagement Portal

Description	Comments	Responsible
Customer Account Portal		
Determine Registration page criteria	Norman Utilities Authority to determine what information will be required by customers to register new web accounts.	Norman Utilities Authority
Customer service/support emails and notification lists	Norman Utilities Authority to provide a list of customer service or support emails that will get notified for site issues.	Norman Utilities Authority
Customize content for portal pages	Norman Utilities Authority to review content text and provide updates to Advanced team to apply to the site.	Norman Utilities Authority / Advanced
Account Master (ACCMST) Integration	Advanced integration points for customer account and service details using CIS Infinity V4 RESTful APIs	Advanced
Payment History (PAYHIST) Integration	Advanced integration points for customer transaction history (debit & credit details using CIS Infinity V4 RESTful APIs.	Advanced
Water Consumption (WATCONSUM) Integration	Advanced integration points for customer Water consumption details using CIS Infinity V4 Web Service APIs.	Advanced
Portal User Profile (USRMST) Integration	Advanced integration points for portal user profile updates using CIS Infinity V4 RESTful APIs	Advanced
E-Bill History (BILLMST) Integration	Advanced integration points for customer bill history details using Paymentus Web Service APIs.	Advanced
E-Bill Presentment & Notification Integration	Advanced integration points for customer bill PDF web presentment using Web Service APIs.	Advanced
Email template customization	Norman Utilities Authority to provide specific layout of email notification templates including: <ul style="list-style-type: none"> Forgot Password 	Norman Utilities Authority

	<ul style="list-style-type: none"> • Forgot User Name • Registration Request • Registration Confirmation 	
Setup Test Portal	Advanced to setup a test portal for ongoing support and upgrade testing.	Advanced
UAT Support	<p>Norman Utilities Authority to provide appropriate resources to test the project and ensure functional requirements have been met.</p> <p>Advanced to provide resources to apply changes as required based on test results.</p>	Norman Utilities Authority / Advanced
Go Live Support	<p>Norman Utilities Authority to set the host name and firewall to point to the Customer Portal server.</p> <p>Norman Utilities Authority to test the live site as required.</p> <p>Advanced to support testing as required.</p>	Norman Utilities Authority / Advanced

5.3 Configure Advanced Smart Forms for Norman Utilities Authority Requirements

Description	Comments	Responsible
Forms & Integration		
Determine Specific Field Validation Rules	Norman Utilities Authority to determine specific validations for mandatory field and account field masks. Advanced to configure	Norman Utilities Authority/Advanced
Form Wording	Norman Utilities Authority to provide wording for terms and conditions. Norman Utilities Authority to provide any field label changes. Advanced to implement.	Norman Utilities Authority/Advanced
Field Selection	Norman Utilities Authority to review form field selections and provide any required changes. Advanced to configure.	Norman Utilities Authority/Advanced
Site Images and Forms Headers	Norman Utilities Authority to provide form images and header requirements. Advanced to implement.	Norman Utilities Authority/Advanced
Confirmation Email Wording	Norman Utilities Authority to provide wording and details for the confirmation email. Advanced to implement.	Norman Utilities Authority/Advanced
Web Service API Availability	Advanced and Norman Utilities Authority to ensure the appropriate CIS Infinity V4 RESTful APIs are installed and available for testing. Advanced integration points for customer account and service details using CIS Infinity V4 RESTful APIs for all applications forms among: <ul style="list-style-type: none"> ○ Transfer Service ○ Move In ○ Move Out ○ Simple Service Request ○ Update Account Info 	Norman Utilities Authority/Advanced

Description	Comments	Responsible
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Host Configuration		
Define site hostname	Norman Utilities Authority to register required domain names for customer portal.	Norman Utilities Authority
SSL Certificate for site	Norman Utilities Authority to provide SSL certificate and private key for secure site access. Norman Utilities Authority responsible for purchasing SSL certificate from certification authority (i.e., Verisign). Advanced to apply SSL certificate to web portal.	Norman Utilities Authority/ Advanced
Verify email working	Norman Utilities Authority to provide to SMTP details for email integration. Advanced/Norman Utilities Authority to test email flow and verify receipt.	Norman Utilities Authority/ Advanced
Testing		
User Acceptance Testing & Support	Norman Utilities Authority to provide appropriate resources to test the project and ensure functional requirements have been met. Advanced to provide support resources to apply changes as required based on test results.	Norman Utilities Authority/ Advanced
Go Live Support	Norman Utilities Authority to set host name and firewall to point to the CEP server. Norman Utilities Authority to test the live site as required. Advanced to support testing as required.	Norman Utilities Authority/ Advanced

5.4 Project Management

Project management resources will be assigned by both Norman Utilities Authority and Advanced to both perform tasks including:

- **Project planning.**
- **Administration and project tracking.**
- **Attendance of regularly scheduled status meetings throughout the project – frequency to be determined based on Norman Utilities Authority availability.**
- **Interfacing with Norman Utilities Authority team members for requirements, planning, testing, etc.**

5.5 Training provided by Advanced has several elements as follows:

Server Administration Training will include:

- **Up to 2 hours of training for two administrators.**
- **How the Application Server is configured.**
- **How to start and stop the services.**
- **How to find the logs and troubleshoot.**

Infinity Customer Engagement Portal Administration Training will include:

- **Up to 2 hours of training for two administrators.**
- **How to manage users, navigation, language labels, and other administrative aspects of the software.**
- **Location of various resources and assets on the file system.**
- **Troubleshooting.**
- **Up to 2 hours of training for CSR's.**
- **Review site features and get CSR team familiar with how to use the site.**
- **Usually provided in two 1-hour group training sessions.**

Smart Forms Administration Training will include:

- **Up to 2 hours of training for two administrators.**
- **How to manage users, navigation and other administrative aspects of the software.**
- **Up to 2 hours of training for CSRs.**
- **Review site features and get CSR team familiar with how to use the CSR Dashboard.**
- **Usually provide in two 1-hour group training sessions. Software License**

6. Key Project Assumptions

1. All prices are quoted in US dollars.
2. The Fixed Cost as outlined in the payment schedule will be firm for the services identified herein through the project's duration, as identified in this SOW. No travel planned or anticipated for this SOW. Any travel requested by the Norman Utilities Authority will be subject to further agreement of the parties, including any necessary board or governing body approvals, and invoiced to the City as travel costs are incurred.
3. The Norman Utilities Authority, with required support from Advanced, will upgrade CIS V4 to the recommended release (4.1.64 branch or later) prior to Advanced installing the CEP environments. This upgrade is not part of the scope outlined here and would fall under a separate scope of work.
4. This Project is not normal daily operations. Team members should be aware of the demands of a project of this nature and will have to readily adjust to the needs of meeting deadlines and multi-tasking for this project to be successful.
5. Advanced and Norman Utilities Authority will each assign a project manager who will be responsible for jointly managing the overall implementation to a successful conclusion.
6. Project success is dependent upon both Advanced and Norman Utilities Authority supplying the resources required to complete all deliverables in a timely matter. Areas of expertise required include Project Management and IT Support (Hardware, Network, Database).
7. Norman Utilities Authority and Advanced will ensure team members will attend meetings, workshops, discussions, and conference calls upon request by the other party with reasonable notice and to the best of their ability. Project team members will respond to information requests in a timely matter to minimize delays in the project.
8. Norman Utilities Authority will perform testing as required including, functional, integration testing, and user acceptance testing. It is critical that Norman Utilities Authority report testing results to Advanced in a manner consistent with requested/ defined timeframes and format.
9. Advanced will perform unit testing to validate that the solution as implemented and configured meet the specifications as designed and documented. Additionally, Advanced will assist in issue resolution activities as needed from Norman Utilities Authority performing functional, integration testing, and user acceptance testing.
10. Norman Utilities Authority will strive to make a reasonable effort to minimize the impact of competing initiatives within the organization that may have a negative impact to the project.

EXHIBIT D
METER EXCHANGE FIELD PROCEDURES

1. OBJECTIVE

- 1.1. This Meter Exchange Field Procedures outlines the general understanding of the project requirements. The exact workflow and processes detailed herein may be subject to revisions pending additional requirements and/or processes identified by the Parties prior to or throughout the course of the Project.
- 1.2. The Parties each acknowledge and agree Meter Exchange Field Procedures may adjust as necessary, subject to necessary mutual agreements and further approvals, if any, and without formal Change Order to accommodate for minor changes in the processes which do not impact overall Project cost. Any significant change(s) to the Meter Exchange Field Procedures that would otherwise cause a change in the project cost shall be executed upon written Change Order pursuant to Section 8 of the Master Service Agreement.

2. PROJECT PREPARATION AND MOBILIZATION

2.1. Staffing

- A. Utiliuse will conduct pre-employment background checks on all staff and subcontractors performing installation work in accordance with this Agreement. Background checks shall cover criminal history, sex offender registry check, and driver's license verification. Additionally, pre-employment drug and alcohol screening will be conducted prior to employment, plus random and reasonable suspicion-based testing to occur over the course of this project.
- B. Utiliuse will ensure all staff and subcontractors are adequately equipped with reliable transportation, standard meter installation tools, activation and programming equipment, and personal protective equipment (PPE).
- C. All field personnel working on the project will be clearly identifiable as an authorized employee conducting business on behalf of Utiliuse. At minimum, each field technician will be equipped with applicable and industry standard tools necessary to complete the scope of work, vehicle magnets, identification badges, and highly visible safety vests.
- D. Utiliuse's contracted meter installer will provide an adequate workforce, holistically staffed in varying positions such as project supervisor(s), HR/training manager(s), crew leads and field technicians; necessary to perform the Work in accordance with the project schedule and timeline. Utiliuse's contracted meter installer shall make reasonable efforts to retain personnel and reduce high turn-over so as to maintain the Project schedule and production goals. Utiliuse's contracted meter installer agrees to employ sound and competent personnel with reasonable industry skills necessary to perform the work.
- E. In conformance with applicable statutes, the general prevailing wage rates determined by the United States Department of Labor in accordance with the Davis-Bacon Act, in the locality in which the work is to be performed have been asserted and such rates shall be the minimum paid for labor employed on this project. For the purposes of this project, Client has adopted the general prevailing rate of per diem wages for Cleveland County, Oklahoma as set by the United States Department of Labor Davis and Bacon Wage Determination, which are reported and updated from time-to-time at the Wage Determinations website <https://sam.gov/>.
- F. Neither Utiliuse nor any of its subcontractors, affiliates, employees or agents shall discriminate against any person or groups of persons on the grounds of race, color, religion, ancestry, national origin, age, place of birth, sex, sexual orientation, gender identity or expression, familial status, marital status, including marriage to a person of the same sex, disability, retaliation, or genetic information.

2.2. Work Order Management Software

- A. Utiliuse will use Work Order Management Software ("WOMS") to manage the field service work throughout the course of the project. Utiliuse shall grant Client staff read-only access to the WOMS

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through the duration of the meter exchange phase. Unless expressly stated otherwise, the Client acknowledges and agrees nothing in this Meter Services Scope of Work grants, constitutes, or provisions the Client with any licensed use during or after the project. The Client, at its discretion, may request to license WOMS from Utiliuse for the Client's continued use concluding the project.

- B. Utiliuse and the Client will coordinate with the Client's billing software vendor ("CIS Vendor") to integrate the WOMS with the Client's billing software ("CIS"). Utiliuse will coordinate with CIS Vendor to ensure the electronic meter swap files are formatted correctly for the CIS.
- C. Utiliuse has included pricing for the initial integration of the WOMS with the CIS.
 - I. Pricing does not include re-integration with the Client's current CIS or new CIS in the event the Client changes the CIS at any point after the initial integration.
 - II. The Client's CIS Vendor may impose separate fees for extract and meter swap integration with WOMS. Utiliuse is unable to ascertain or approximate any additional fee(s) (i.e. one-time or recurring fees) as such fees would be facilitated between the Client's CIS Vendor and the Client independently. Utiliuse will not be responsible for any new or revised fee(s) imposed from the Client's CIS Vendor.
- D. To facilitate field work orders in a meter exchange project, Utiliuse will work with the Client and the Client's CIS Vendor to use their existing meter swap interface. Most billing vendors have an existing interface that will define the formats required.
 - I. The Client will supply Utiliuse with a current export of the Client's billing database.
 - II. Utiliuse will coordinate with the Client to reconcile/clean-up database. Any issues or concerns with the data file will need to be resolved prior to meter exchange. Insufficient or inaccurate data may result in delay(s) to the project schedule and subject to subsequent fees for additional time spent in the field to locate field assets and/or perform the services herein. In the event the Client requires assistance with data clean-up, Utiliuse may supply a Data Analyst at an hourly rate of two-hundred dollars (\$200.00) per hour if requested, and as may be separately agreed by the parties.
 - III. When all issues have been resolved, import final billing database into WOMS and coordinate with the Client to partition the service area into routes.
- E. Field Asset Inventory Management (if applicable)
 - I. Utiliuse will track serialized product in the WOMS throughout meter exchange services. Utiliuse's contracted meter installer's technicians will check out inventory daily and return all retired product to warehouse for disposal.
 - II. Utiliuse will provide a dedicated and secure space to store metering product during project deployment. Utiliuse will restrict unauthorized access to product assigned to Utiliuse throughout the project.
 - III. Unless otherwise agreed, Client will have title to, and risk of loss of, all materials upon delivery, as well as materials delivered to and stored on Client property which are intended to become a part of the Work. In the event of Utiliuse breach of contract and Client has paid Utiliuse for all or a portion of the materials which remains in the possession of Utiliuse, then Client shall have title to, and the right to take possession of, such materials at any time following payment thereof. However, Utiliuse will be liable for any loss or damage to the materials caused by Utiliuse or its subcontractors, their agents or employees. Client shall assume ownership of any remaining inventory once the project has been completed and Utiliuse shall return any unused product to the Client's possession upon completion of the meter exchange phase.
 - IV. Utiliuse will reconcile installed meters and remaining project inventory in Utiliuse's possession upon project completion against meters supplied by the Client.

2.3. Material Acquisition (ongoing)

Advanced Water Metering MSA

Contract # K-2324-35

- A. Utiliuse will coordinate and furnish all product(s) and material(s) identified within Exhibit A throughout the term of this Agreement. Utiliuse will coordinate with product supplier(s) to ensure adequate inventory is onsite and available to maintain meter exchange production schedules.
- B. The Client shall inspect and/or test all materials within three (3) business days from the notice date of delivery and immediately notify Utiliuse of any discrepancies. If no notice is provided within the 3-day period, Utiliuse will assume the materials have passed inspection and will issue invoice for the materials delivered.
- C. The Client acknowledges Utiliuse is unable to circumvent manufacturing product delays and Utiliuse and the Client agree to reasonably extend the project timeline for such delay(s) beyond Utiliuse's control. Following notice of any such proposed extension, the same may be implemented subject to agreement of the parties and subject to receipt of necessary board or governing body approvals, and with time sufficient for Client to exercise its options pursuant to Paragraph 18 of this Agreement.
- D. Unless expressly stated otherwise, supplemental materials (i.e., parts, fittings, pipe, valves, boxes, etc.) are not included within the project scope.

3. WATER METER EXCHANGE**3.1. Standard Water Meter Exchange**

- A. A Standard Water Meter Exchange service shall be defined as the meter exchange process as outlined hereunder. Unless expressly stated otherwise, the services provided are limited to the services identified within this section and any additional services will not be assumed inclusive.
- B. Standard Meter Exchange Services will be provided based upon information provided by the Client regarding meter type, size, location and accessibility. Utiliuse assumes all metering data as it pertains to characteristics (size, model, etc.) or any special requirements, will be furnished by the Client in advance of the meter exchange services with minimal exceptions. If the field technician is unable to complete a standard meter exchange service due to inaccurate characteristics, including but not limited to meter type, size, location, accessibility, data discrepancies or inaccuracies, the account will be flagged as RTU.
- C. A Standard Meter Exchange will be defined as "like for like" or "size for size" with an approved equivalent meter type.

3.2. General Meter Exchange (all sizes).

- A. Exit vehicle wearing PPE, and place cones around vehicle.
- B. Verify the service address and meter number match the data provided within the WOMS. Capture an image of the meter box and general worksite before work within the WOMS upon arrival.
- C. Inspect the work site to verify a meter exchange is possible without incident. Document any pre-existing issues (with clear images) which would constitute an In-Process or RTU within the WOMS and as defined below.
- D. Attempt to notify occupant of a brief water outage. If occupant does not respond, verify there is no active consumption through the meter. If the meter displays evidence of active consumption, the technician shall return at a later time to avoid service disruption to the customer. If no occupants respond and there is no active usage, the technician shall proceed with the installation service.
- E. Technicians shall clean out meter box to a reasonable level below the meter connections, if needed, to prevent dirt or contaminants from entering the water line during meter replacement. Use a hand pump to siphon any standing water from the meter box. All dirt, debris, and spoils shall be removed from the service address and disposed of at an Utiliuse approved location.
- F. Inspect the state of the curb stop.
 - I. Note state of curb stop on the work order, including a clear photo of the curb stop with meter register in view before and after completing the work within the WOMS when applicable.

Contract # K-2324-35

- II. Operate the curb stop as intended using only the appropriate tools intended to operate the curb stop and slowly turn off the curb stop.
- III. If the curb stop was in the closed position upon the technician's arrival, the technician will not restore water service when completed with the meter exchange.
- G. If available and in working order, operate the external hose bib and shut-off water source. Utiliuse's contracted meter installer shall operate the hose bib as intended and not use any tool(s) or excessive force not otherwise intended to operate the hose bib.
- H. Exchange the water meter.
 - I. Capture an image of the old meter with close-up of the old meter reading and meter serial number within the WOMS, including multiple photos for any meters with multiple registers. Record the old meter reading in the appropriate field within the WOMS (if the old meter data is viewable and/or available).
 - II. Disconnect and remove existing water meter from service.
 - III. Install a new appropriately sized water meter.
 - a. Utiliuse's contracted meter installer shall use a wrench affixed to the meter tail on whichever side is being tightened to prevent damage to pipe or fittings.
 - b. Utiliuse's contracted meter installer shall furnish and replace full-face meter gaskets (no more than two gaskets per side) and new nuts and bolts on 1 ½" and 2" water meters.
 - IV. If the curb stop was on upon arrival, slowly restore water service at the curb stop using only the appropriate tools intended to operate the curb stop.
 - V. Flush the water line through an external hose bib, if available at the front of the dwelling and in working order. The technician shall operate the hose bib as intended and not use any tool(s) or excessive force not otherwise intended to operate the hose bib. The line will be flushed for at least 60 seconds, until all air has been evacuated from the service line.
 - VI. Inspect the worksite and meter connections for leaks.
 - a. Utiliuse's contracted meter installer shall be responsible to correct any leaks at the meter connections while on-site. In the event a leak occurs which the technician cannot immediately repair, the technician shall shut-off the water source and immediately notify Utiliuse's field supervisor for further instruction.
 - VII. Capture an image of the new meter installed, new meter tag, and initial reading within the WOMS.
 - VIII. Capture an image of the worksite as-left.
 - IX. Return removed hardware to warehouse.
- I. Commercial (3" and larger) Water Meters
 - I. Utiliuse's contracted meter installer will follow the general outline and process to conduct commercial water meter exchanges in addition to the requirements outlined herein this section.
 - II. Utiliuse will coordinate schedules to exchange commercial water meters with Utiliuse's contracted meter installer and Client.
 - III. Prior to beginning any Work on meters located in vaults, Utiliuse's contracted meter installer shall ensure:
 - a. All applicable confined space entry and/or traffic control permits have been acquired.
 - b. Only certified confined space entry field staff are allowed inside the vault.
 - c. Appropriate signage, barricades and barriers have been placed to alert and redirect pedestrian or vehicular traffic.

- IV. Client will be responsible for actuating the shut-off valves when disconnecting the water and restoring to service.
- V. Utiliuse's contracted meter installer will furnish and replace meter gaskets, bolts, nuts, and washers.
- VI. Return removed hardware to warehouse.

3.3. Install Smart point

- A. Affix Smart point transmitter securely to meter box lid.
- B. Technician will replace the meter box lid with a new composite lid or a previously drilled metal lid possessing a 1.75" diameter hole to accommodate the Smart point.
- C. Connect meter to Smart point utilizing existing touch coupled connector.
- D. Activate the Smart point and confirm communications have been established.
 - I. Confirm communication between the Smart point and the water meter.
 - II. Confirm communications between the Smart point and FlexNet infrastructure.
 - III. Record any communication issues within the work order.
 - IV. Upload an image of the Smart point activation View Details screen into the WOMS.
- E. Work Order Data Documentation
 - I. Record old meter and/or radio transmitter serial number and final consumption read value.
 - II. Record new meter and/or radio transmitter serial number (barcode scan).
 - III. Capture clear images detailing:
 - a. Relative meter location in relation to dwelling.
 - b. Address placard or building signage.
 - c. Worksite condition and before and after performing the services.
 - d. Retired meter serial number and final consumption reading if the information is viewable and/or available.
 - e. New meter once installed.
 - f. New meter serial number.
 - g. New Smart point once installed showing serial number.
 - h. Smart point activation screen.
 - IV. Document any comments or notes relating to the worksite conditions or exceptions with images; including, but not limited to recommended services, special worksite notes, unstable conditions, etc.
 - V. Return old lids to warehouse for drilling and use at another premise.

3.4. In-Process or Return to Utility ("RTU")

- A. In-Process may include, but not be limited to, any of the scenarios listed hereunder. Utiliuse will make a reasonable effort to exchange water meters at all locations identified within the project scope. When applicable, Utiliuse shall flag accounts as "In Process" (skipped/on-hold) which may require additional assistance from the Client. Utiliuse shall notify the Client of any account flagged In-Process for review. If Utiliuse and the Client are unable to determine an appropriate resolution and timeline for the In-Process workorder within ten (10) business days, the account will be flagged Return to Client ("RTU").

- I. Service accounts that cannot be located or have been found to substantially deviate from the expected meter type or size and require additional assistance from the Client personnel.
- II. Incorrect meter size/type identified within the Client's data file.
- III. Service accounts where the water meter is obstructed by vehicles.
- IV. Inoperable valves will be flagged as In-Process and the Client will replace the faulty valve.
- V. Accounts which require advance scheduling will be identified as In-Process while an attempt to schedule an appointment is made. If the property owner is nonresponsive or cannot be reached within ten (10) business days, the account may be flagged as an RTU.
- VI. Service accounts that have visible service line leaks at or near the meter.

B. Return to Utility ("RTU")

Utiliuse shall make a viable attempt to install 100% of the meters associated with the service accounts delivered by the Client's billing database, excepting any mutually agreed-upon excluded meters.

Return to Client ("RTU") may include, but not be limited to, any of the scenarios listed hereunder. Unless otherwise specified hereunder, the Client will be responsible for completing meter exchange service.

- I. Any service account which the meter is inaccessible, requires special equipment, additional materials (parts, fittings, pipe, etc.) or labor which has not been approved by the Client, to successfully complete.
- II. Service accounts where the water meter is obstructed by vehicles, permanent or large structures, landscaping, or excessive tree/plant roots inside meter box.
- III. Service accounts where the technician reasonably believes potential damage may occur to customer's property.
- I. Service accounts which require alterations or restorations to concrete or asphalt around the meter box, or landscaping including but not limited to permanent trees, bushes, shrubs, flowers, gardens, and pathways.

3.5. Additional Installation Services

- A. Additional Installation Services are defined as any service(s) in excess to those expressly stated within the aforementioned Standard Water Meter Exchange section. Additional Installation Services may be necessary to facilitate a successful meter exchange.
- B. Additional Installation Services (non-standard/incidental) which have been pre-authorized with the approval of this Agreement will be invoiced monthly to the Client. Any account requiring Additional Installation Services not previously authorized or budgeted shall be flagged as In-Process or RTU as appropriate. No work will commence at the service address in question unless and until Utiliuse has received written authorization from the Client. Utiliuse's contracted meter installer will coordinate any non-authorized Additional Installation Services with Utiliuse for approval. Utiliuse understands that such written authorizations from Client may require and be subject to the approval of a board or other governing body.
- C. When Additional Installation Services are performed, Utiliuse's contracted meter installer will take before and after pictures for each Additional Installation Service performed at each project site for validation. Failure to document images justifying the work performed may result in rejection of payment for any additional services performed.

4. QUALITY ASSURANCE AND QUALITY CONTROL

4.1. Field Services Quality Assurance

- A. Utiliuse will perform quality assurance evaluations on 5% portion of completed work orders from each installer. Service addresses will be selected at random and reviewed for proper installation and data collection. At minimum, the QA Supervisor will evaluate:
- I. Jobsite cleanliness
 - II. Meter installed correctly
 - III. Work order accuracy
 - IV. Digital photos are uploaded and match work order data
 - a. In/out meter consumption reading
 - b. Meter identification number
 - c. Radio identification number
- B. The QA Supervisor will coordinate with Utiliuse's Field Manager and technical staff to identify service locations not communicating to the AMI infrastructure. In the event an installed product is suspect for non-communication, a technician will make one on-site attempt to interrogate the product at no expense if within the warranty period.
- I. The service site work order will be reopened and assigned to a field technician to troubleshoot the concern. If the malfunction is a direct result of the technician's error or negligence, the technician will install a replacement at no charge.
 - II. If it is determined that non-communication is not due to a product defect or warrantable failure, Utiliuse shall invoice for the site visit.

4.2. Data Quality

- A. Utiliuse will review all work orders captured within the WOMS to confirm proper data collection and integrity while tracking and recording any anomalies. The QA Supervisor will reopen any work orders as necessary and reassign to a field technician for review and/or data correction.

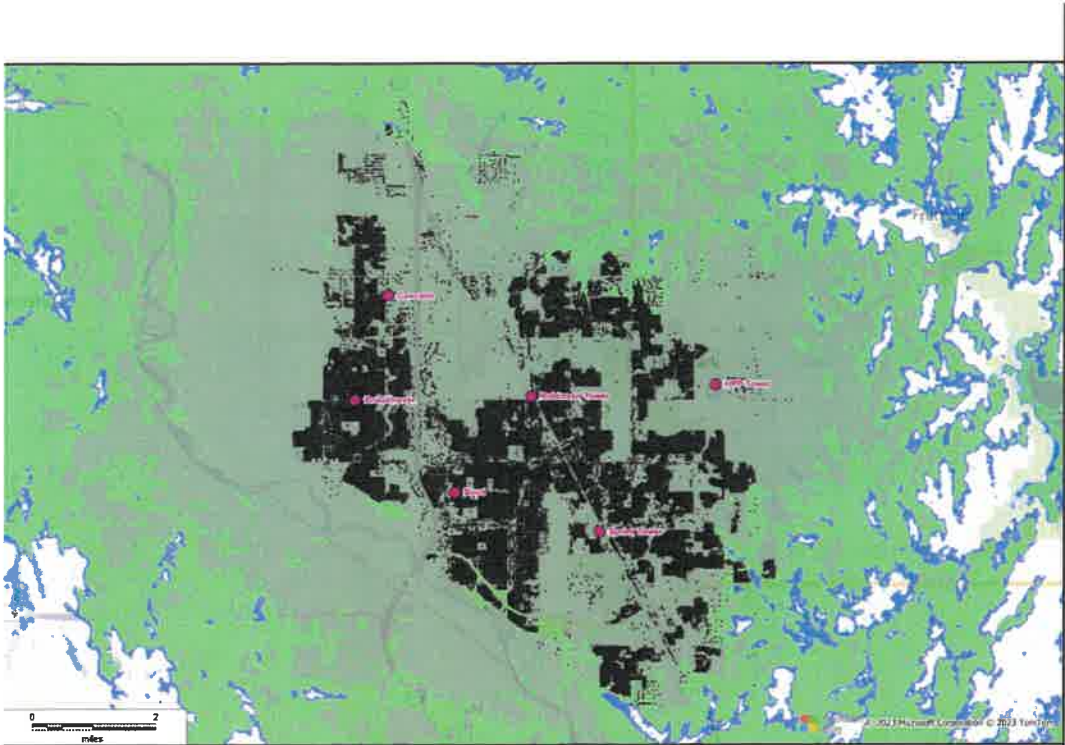
5. ASSUMPTIONS AND CLARIFICATIONS

- 5.1. All meters will be exchanged contiguously and sequentially through cycles and routes during normal business hours of Monday – Friday, 6:00 AM to 8:00 PM.
- 5.2. All meters will be assumed to be located in a conspicuous and easily accessible locations. All hard to find meters will have location descriptions and/or assistance from the Client as necessary to locate.
- 5.3. If required, Utiliuse will provide any necessary scheduling services for commercial services only.

All materials removed from the field (e.g., retired meters, debris, trash) will be returned and/or disposed of at Utiliuse-approved facility.

EXHIBIT E – SENSUS AMI NETWORK PROPAGATION ANALYSIS

The following propagation study describes the design for the AMI Network. Exhibit A - Budget and Exhibit B – Utiliuse Statement of Work are based upon implementation of this AMI Network design.



FlexNet Design
 Propagation Analysis
 13497 - NORMAN CITY OF
 Norman, OK
 RF Engineer: Dena Reszczynski
 Date: 05/11/2023

Proposed Site Details
 Total Site Locations: 6
 Total Base Station Counts: 6
 M400B2 = 6

Design Factors
 Flex Net Version: V1
 Endpoint Type: Ally Water
 Smart Point Location: PitSet AL

	Count	%
Total Endpoints Covered	40,935	100.00%
Ally Coverage	38,853	94.91%
2 Way Coverage	2,077	5.07%
1 Way Coverage	5	0.012%
Total Endpoints Analyzed	40,935	

LEGEND

- Ally Coverage
- 2 Way Coverage
- 1 Way Coverage
- Proposed Site Location
- Endpoint Location



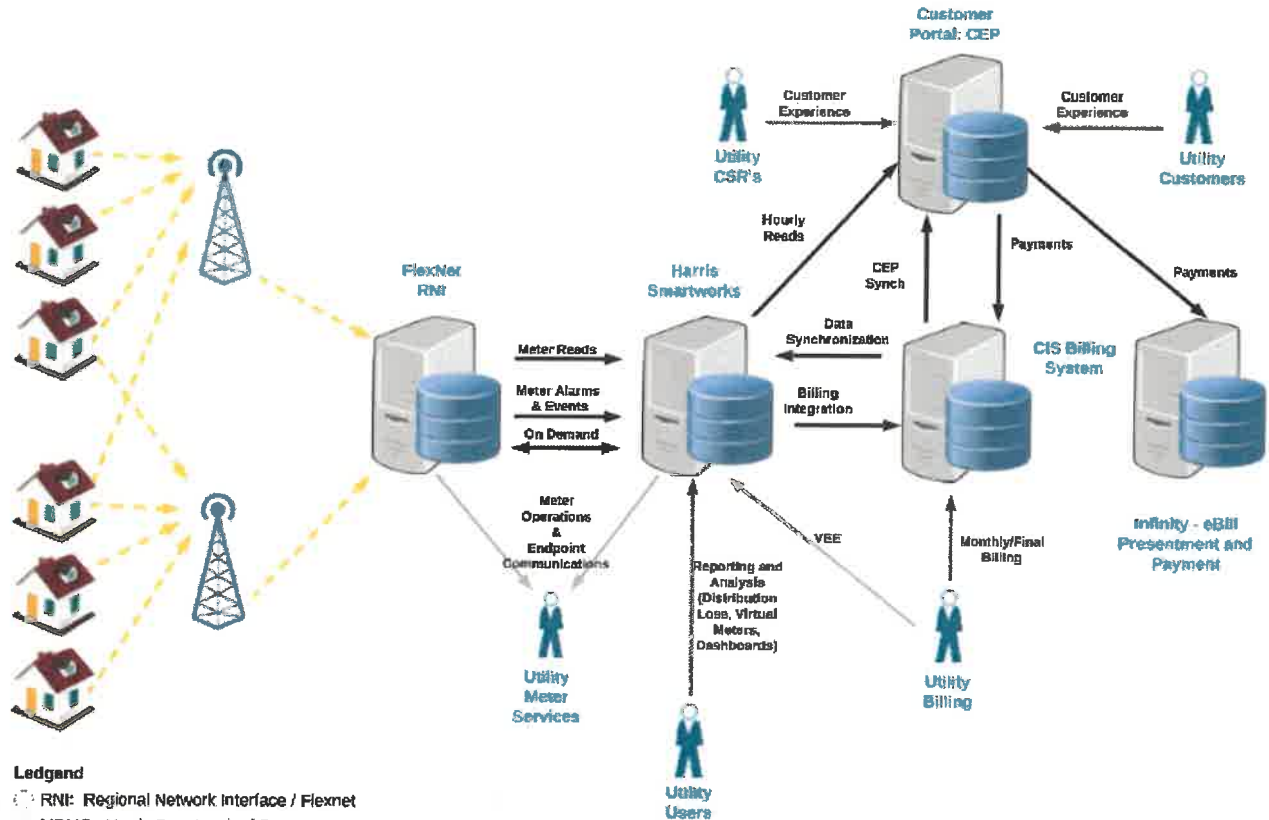
This propagation study is based on actual information provided by the utility pertaining to meter type, Smart point Location, potential antennae height on structure, structure height, and structure location. Any changes, deletions and/or additions that are not provided to the design engineers during the creation of this design may result in a study that does not correlate to actual field conditions.

WTS Name	Latitude	Longitude	Structure Status	Structure Type	Basestation Equipment	Mandatory Antenna Centerline # of'	Antenna Model	Base Antenna 308 Beamwidth /Degree	Base Antenna Azimuth (Degrees) <i>Positive = True North Please apply direction adjust at time of construction</i>	Base Antenna Mechanical Tilt Down (+) Degrees Uplift (-) Degrees	Mandatory Antenna Installation Location & Azimuth
Boyd	38.211514	-97.474377	Existing	Water Tank	M400B2	162	DB589-Y	360	0	0	Top of Tank
Brookhaven	38.232911	-97.502906	Existing	Water Tank	M400B2	136	DB589-Y	360	0	0	Top of Tank
Cascade	38.257723	-97.493725	Existing	Water Tank	M400B2	130	DB589-Y	360	0	0	Top of Tank
HPP Tower	38.236811	-97.399856	Existing	Water Tank	M400B2	208	DB589-Y	360	0	0	Top of Tank
Robinson Tower	38.234085	-97.452605	Existing	Water Tank	M400B2	135	DB589-Y	360	0	0	Top of Tank
Spratt Tower	38.202161	-97.432882	Existing	Monopole	M400B2	180	DB589-Y	360	0	0	Top of Monopole

	Count	%
Total Endpoints Covered	40,935	100.00%
Ally Coverage	38,853	94.91%
2 Way Coverage	2,077	5.07%
1 Way Coverage	5	0.012%
Total Endpoints Analyzed	40,935	

EXHIBIT F – INTEGRATION OVERVIEW

AMI Software Integration



Ledgand

- RNI: Regional Network Interface / Flexnet
- MDMS: Harris Smartworks / Compass
- CEP: Customer Engagement Portal
- Infinity: eBill Presentment and Payment
- CIS: Customer Information System / Billing System

Meter Swap Integration

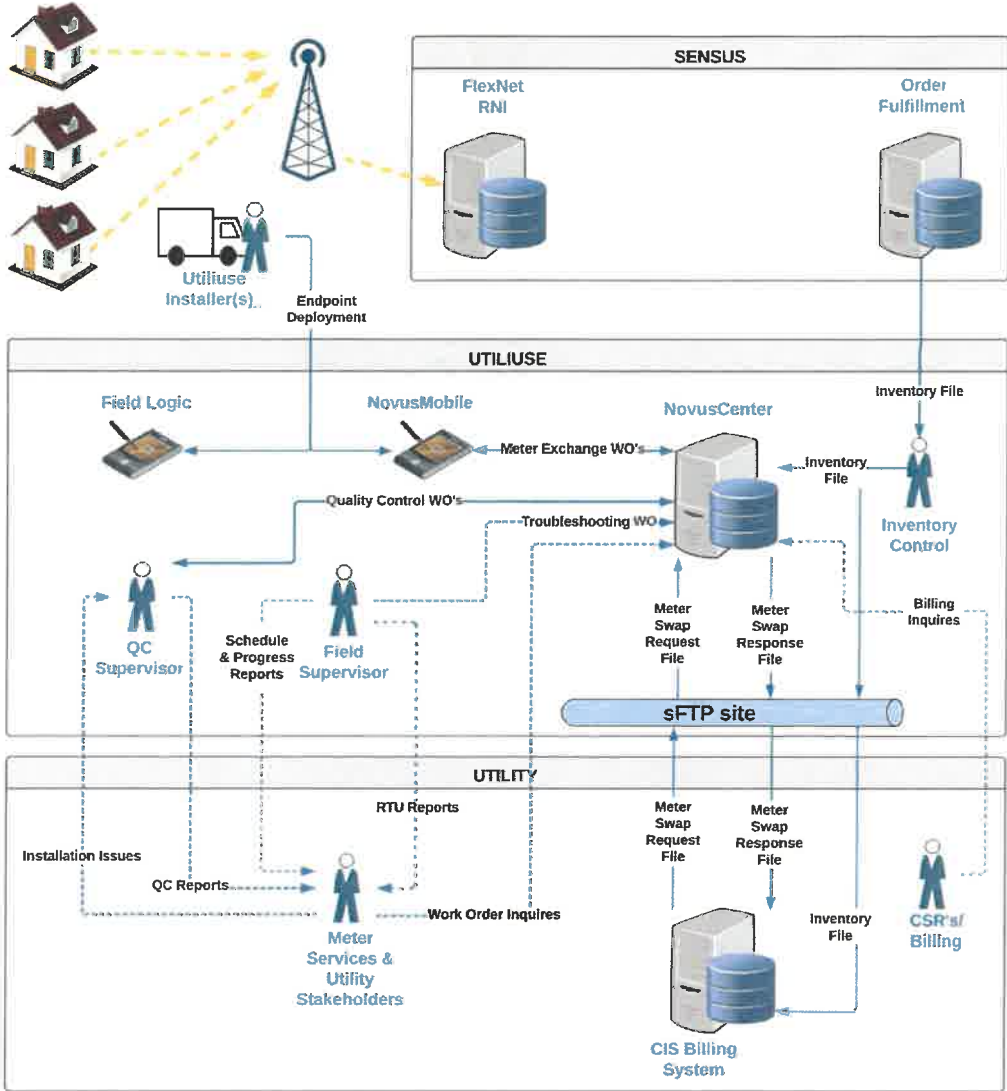


EXHIBIT G – IMPLEMENTATION SCHEDULE (DRAFT)

Preliminary Implementation Schedule

The schedule below is included for planning purposes only. Upon execution of this Agreement, Utiliuse and Client will review and revise this project schedule. It is generally understood by both parties that the task list, duration, start and end dates will be updated. Further, the Utiliuse Project Manager will maintain the project schedule as a working document throughout the project.

Task Name
Contract
MSA
Sensus SaaS
AMI Implementation
Milestone 1 - Notice to Proceed
Phase 1 - IAD
Project Planning
Mobilize Team
Review and Revise Project Schedule
Project Team Roster
Communication Plan
Project Team Site Plan
Project Kickoff
Planning Complete
AMI Network Install
Planning Workshop
Review AMI Network Site List
Review AMI Network Propagation Study
Review Network Install Schedule
Site Walks
Order Basestations and Related Materials
Create Site Install Plans
Install FlexNet RNI
Install AMI Network Sites
Certify Basestations
Endpoint Deployment (IAD)
Planning Workshop
Meter Profiles
Review Deployment Schedule
Endpoint Analysis
Endpoint Procurement
Review Installation Field Procedures and Exception Handling
Meter Swap Integration
Integration Design Document
Build
System Test
NovusCenter WO Configuration
Acceptance Test
Initial Area Deployment (Initial Deployment)
Residential Meter Exchanges
Large Meter Survey and Meter Exchanges
AMI Software and Integration
Planning Workshop

Review Integration Architecture
Review Software Integration Schedule
Harris MDMS
Harris Kickoff
Initial MDMS Configuration Questionnaire
Initial Discovery Sessions
Install MDMS
Implementation Questionnaire
Network Connectivity
MDMS Base Setup and Integration
KPI Dashboard
Integration with Sensus FlexNet
CMEP
Multi-Speak (remote action)
Integration with CIS
Data Synch
Billing
MDMS Advanced Configuration
Discovery Session
User Roles
VEE
Requirements Documentation
Customer Portal Setup and Integration
Install Software
Configure Software
Integration with Billing System
Integration with MDMS
Customer Portal
Training
NovusCenter
FlexNet and Field Tools
MDMS
Conduct User Acceptance Test
Milestone 3 - Completion of Acceptance Test
IAD Review
Phase 2 - Full Deployment Readiness
Procurement
Meters
Smartpoints
Develop Deployment Schedule
Warehouse Readiness
Review/Update Deployment Plan
Phase 2 - Full Deployment
Milestone 4 - Notice to Proceed with Full Deployment

Deployment - Mass Meter Exchanges
Residential Meter Exchanges
Large Meter Exchanges
Large Meter Surveys
Meter Exchanges
Deployment Management
Maintain Deployment Schedule
Progress Reports
RTU Reports
Quality Control
Troubleshooting
Inventory Control
Installer Tracking
Route Completion and Acceptance
Close
Finish Out Troubleshooting
Deployment Close Out Checklist
Transfer Inventory
Final Deployment and Inventory Reports
Decommission NovusCenter
Support Turnover
Final Status and Budget Report

EXHIBIT H – PERFORMANCE ACCEPTANCE AND PAYMENT CRITERIA

Exhibit H Performance Acceptance and Payment Criteria

1. Performance Acceptance

The Acceptance Criteria herein will be used by Norman Utilities Authority (referred to as “Client”) to structure project progression—to provide phasing on the scope of goods, services, and other work to be rendered, and to establish quality criteria for each of those phases.

This document contains criteria for confirmation of service level agreements (SLAs) for network performance and read rate. The guarantee of these SLAs is based on the propagation study as detailed in Exhibit E of the Master Services Agreement. If any basestation location is moved, removed, or has an antenna height that differs more than 5% from the design, Sensus will not guarantee these SLAs until such time as the propagation study may be modified by change order or a propagation study can be rerun on the as-built network to assess the SLAs. For clarity, the follow definitions apply to these SLAs:

- Register Read: a reading from a meter that measures the totalized consumption through the meter. This read represents the cumulative, aggregate consumption through the meter since the meter (or register) was installed.
- Interval Read: the consumption through a meter over some period of time. An hourly interval read is the consumption through the meter over the previous hour.
- Billing Read: the register read that can be used for the purpose of billing customer in the Client billing system. The billing read is commonly a register reading at midnight of each day.
- Available Meter: a meter is available if it is properly functional and not damaged (beyond incidental wear), is installed in compliance to specifications and has properly registered in the headend system, and whose communications has not been otherwise interfered with.

1.1. Professional Services

The project at Client is composed of three phases that require acceptance that include: Project Planning, Design/Build/Test (DBT), and Full Deployment.

Successful completion will occur upon confirmation of meeting all the Acceptance Criteria outlined for each phase. Acceptance Criteria are outlined through a linear responsibility chart for each phase. Responsibilities are outlined in the following table:

Responsibility	Description
R (Responsible)	Designates the entity is responsible for the completion of or adherence to the acceptance criteria
A (Accountable)	Designates the entity is responsible for approval
C (Consulted)	Designates the entity is responsible for providing resources and input to the Responsible entity
I (Informed)	Designates the entity is kept up-to-date on the status of the acceptance criteria

Utiliuse is not authorized to proceed with a subsequent project phase until client fully accepts the previous phase’s work, or Client authorizes Utiliuse in writing that work may proceed with a

subsequent phase prior to acceptance of the previous project phase. Exhibit H-1 will be completed to memorialize this acceptance. Nothing in this paragraph will remove Utiliuse’s responsibility for defective or non-conforming work as further addressed in this Agreement.

1.2. Planning

Acceptance Criteria

To be deemed accepted, the following criteria must be met. These milestones work in conjunction with and are subservient to the Utiliuse Scope of Work (SOW) and the SOWs of subcontracted firms; completion of these criteria does not absolve Utiliuse or its subcontractors from the responsibility of carrying out additional services associated with SOW delivery.

Criteria	Utiliuse	Metering: Utility Technology Service	MDMS: SmartWorks, a Division of N. Harris Computer Company	Customer Portal: Advanced Utility Systems, a Division of N. Harris Computer Company	Client
Provide Notice to Proceed	I	I	I	I	R/A
Approve a project charter	C	C	C	C	R/A
Define a project team	R	C	C	C	A/C
Produce a project communication plan	C	C	C	C	R/A
Coordinate, schedule, and attend a kickoff meeting	R	R	R	R	R/A
Produce a Project Execution Plan	R	C	C	C	A/C
Produce a project schedule	R	C	C	C	A/C
Produce an inventory forecast	C	R			A/C
Document and formalize standard operating procedures for installation, including communications processes and procedures	R	C			A/C

Upon meeting all criteria outlined above, Planning phase will have been met and will serve as entrance criteria to Design/Build/Test phase.

1.3. Design/Build/Test

Acceptance Criteria

To be deemed accepted, the following criteria must be met. These milestones work in conjunction with and are subservient to the Utiliuse SOW and the SOWs of subcontracted firms; completion of these criteria does not absolve Utiliuse or its subcontractors from the responsibility of carrying out additional services associated with SOW delivery.

Criteria	Utiliuse	Metering: Utility Technology Service	MDMS: SmartWorks, a Division of N. Harris Computer Company	Customer Portal: Advanced Utility Systems, a Division of N. Harris Computer Company	Client
Perform studies and validation on AMI coverage and performance	R				C/A
Prepare document and attain approvals for any site plans	C		I		R/A/C
Design meter Profiles configurations	R	A			C
Perform a contract requirements analysis based on Exhibit H-2 and any subsequent design workshops, and produce a requirements traceability matrix and test plans	R/C	I	R/C	R/C	R/A
Approve test cases for future implementation testing	C		C	C	R/A

Criteria	Utiliuse	Metering: Utility Technology Service	MDMS: SmartWorks, a Division of N. Harris Computer Company	Customer Portal: Advanced Utility Systems, a Division of N. Harris Computer Company	Client
Configure system to meet design specifications and requirements in Exhibit H-2	R		R	R	A/C
Provision system access Setup	R		R	R	A/C
Install network infrastructure and perform tuning	R/A				C
Identify IDA meter installation locations and provision data to support work orders	C	C			R/A
Verify all test meter and endpoint register and interval reads are accurately transmitting to the headend and displayed in the headend appropriately with the desired resolution	R	I			A

Criteria	Utiliuse	Metering: Utility Technology Service	MDMS: SmartWorks, a Division of N. Harris Computer Company	Customer Portal: Advanced Utility Systems, a Division of N. Harris Computer Company	Client
Integrate the installation work order management system to/from the utility billing system to transfer customer and meter information	R				R/A
Provide work order data from all successfully completed IDA installation locations, including any to be accepted by the utility billing system	R				A/C
Integrate the headed to/from the MDMS to exchange all meter event data, reads, and initiation of remote commands	R		R		A/C
Integrate the customer portal to/from the MDMS to exchange all consumption data	C		R	R	A/C

Criteria	Utiliuse	Metering: Utility Technology Service	MDMS: SmartWorks, a Division of N. Harris Computer Company	Customer Portal: Advanced Utility Systems, a Division of N. Harris Computer Company	Client
Integrate the customer portal to/from the CIS to exchange all customer and meter information	I		C	R	R/A
Integrate the MDMS to/from the billing system for the delivery of billing determinants and for process automation	C		R		R/A
Perform system training	R		R	R	R/A
Verify a 98.5% success rate or greater of daily register reads transmitted from available meters within 96 hours of read timestamp, processed at the AMI headend and available for other systems	R		C		A

Criteria	Utiliuse	Metering: Utility Technology Service	MDMS: SmartWorks, a Division of N. Harris Computer Company	Customer Portal: Advanced Utility Systems, a Division of N. Harris Computer Company	Client
Verify a 98.5% success rate or greater of daily register reads transmitted from available meters within 24 hours of read timestamp, processed at the AMI headend and available for other systems	R		C		A
Verify a 95% success rate or greater of all interval reads transmitted from available meters within 24 hours of read timestamp, processed at the AMI headend and available for other systems	R		C		A
Verify all alerts and alarms are registering in the headend	R				A
Verify lifecycle status of test meters	R				A

Criteria	Utiliuse	Metering: Utility Technology Service	MDMS: SmartWorks, a Division of N. Harris Computer Company	Customer Portal: Advanced Utility Systems, a Division of N. Harris Computer Company	Client
Provide deliverables, including: product specification documents, user application manuals, training materials, standard reporting manuals, integration architecture diagrams, and system installation and troubleshooting documentation	R	R	R	R	A
Provide confirmation of system configuration compliance to design requirements, and that System Acceptance Testing (SAT) and User Acceptance Testing (UAT) has passed	C	I	C	C	R/A

Upon meeting all criteria outlined above, DBT phase will have been met and will serve as entrance criteria to Full Deployment phase.

1.4. Full Deployment

Acceptance Criteria

To be deemed Accepted, the following criteria must be met. These milestones work in conjunction with and are subservient to the Utiliuse SOW and the SOWs of subcontracted firms; completion of these criteria does not absolve Utiliuse or its subcontractors from the responsibility of carrying out additional services associated with SOW delivery.

Criteria	Utiliuse	Metering: Utility Technology Service	MDMS: SmartWorks, a Division of N. Harris Computer Company	Customer Portal: Advanced Utility Systems, a Division of N. Harris Computer Company	Client
Provide work order data from all successful installations, including any to be accepted by the utility billing system	R/A				C
Verify a 98.5% success rate or greater of daily register reads transmitted from available meters within 96 hours of read timestamp, processed at the AMI headend and available for other systems	R		C		A
Verify a 98.5% success rate or greater of daily register reads transmitted from available meters within 24 hours of read timestamp, processed at the AMI headend and available for other systems	R		C		A
Verify a 98.5% success rate or greater of all interval reads					

transmitted from available meters within 24 hours of read timestamp, processed at the AMI headend and available for other systems					
Hold project close-out meeting	A	R			R

Upon meeting the criteria outlined, and after receiving written acceptance from Client, the project will close.

2. Payment Criteria

Utiliuse will submit monthly invoices to Client for work completed in the antecedent month and in accordance with the payment schedule hereunder. Except in the event of a disputed invoice, Client shall issue payment for the monthly invoice submitted by Utiliuse which reasonably meets the criteria herein and in accordance with the payment terms hereto Section 5 of the Master Services Agreement. All quantities and amounts will be commensurate with the project pricing in Exhibit A, subject to additions or deductions made by authorized change order in accordance with Section 8 of the Master Services Agreement.

2.1. Network Deployment Services

Network Deployment Services shall be considered as “one-time” fees attributable to the tasks necessary to install, setup, and configure the AMI infrastructure, software, and head end environment; NovusCenter™ WOMS setup and configuration, standard or custom integration(s), and training. Network Deployment Services fees shall be invoiced upon completion of each respective task.

A. Network Infrastructure

- I. Utiliuse will invoice Basestation Installation services to Client upon successful installation of a Basestation at each of the designated locations.

B. Setup, Integration and Configuration Fees

- I. Sensus setup, integration and configuration one-time fees associated with implementing network, including but not limited to the Regional Network Interface (“RNI”); Sensus to SmartWorks Integration, and training fees shall be invoiced by Utiliuse to Client upon completion of each task respectively.
- II. Harris SmartWorks MDMS implementation and first year software SaaS fees will be invoiced by Utiliuse to Client in accordance with the following milestone schedule:

Milestone	Services %	SaaS %
Contract signature	25%	
Software Installation	25%	100%

Completion of Integrations	20%	
Completion of Training	15%	
Completion of User Acceptance Test	15%	

III. Advanced Utility Systems Customer Engagement Portal (CEP) Payment Schedule

Milestone	Services %	SaaS %
Contract signature	25%	
Software Installation	25%	100%
Completion of Integrations	20%	
Completion of Training	15%	
Completion of User Acceptance Test	15%	

IV. Setup and configuration of NovusCenter™ Work Order Management System (“WOMS”) will be invoiced by Utiliuse to Client upon completion of the Flat File Exchange setup at the beginning of each phase, the “IDA Phase” and “Full Deployment Phase”, respectively.

2.2. Professional Services

A. Project Management

- I. Utiliuse will invoice Client on a monthly basis for the ongoing project management personnel assigned to the project at the rates identified within Exhibit A.
- II. Project management fees are based upon estimated deployment timelines as demonstrated within the project schedule included as Exhibit G and for the months (quantity) outlined in Exhibit A. The monthly fees for personnel may be reasonably adjusted as necessary through the duration of the project to accommodate for a reduction or extension in the project schedule and in accordance with a duly executed Change Order between the Parties. Delays resulting from untimely execution of services described in the SOW not at the fault of NUA, or project holds resulting from lack of availability of materials and hardware, will not constitute grounds for adjustment of monthly fees.

B. Operational Services

- I. Operational Services are considered as the ongoing fees for services such as rentals, leases maintained through the duration of the project. On-Going Deployment Services will be invoiced to Client on a monthly basis through the duration of the project or other duration(s) where reasonably applicable for the services rendered.

2.3. Materials & Hardware

- A. Materials are expected to be provided throughout the duration of the IDA and Full Deployment phases, and individual items will be accepted prior to payment. Utiliuse will furnish the Materials outlined within Exhibit A. Materials shall be considered all

physical products including but not limited to infrastructure and ancillary communication devices, drive-by software, meters, radios, parts, fittings, etc. as manufactured by Sensus or other third-party suppliers. Materials will be invoiced to Client monthly for those items delivered to the Client project site.

- I. Client may, within ten (10) business days of Material delivery to the Client project site, inspect and confirm Materials provided to the staging site conform to those items identified in Exhibit A, meet those requirements outlined in Exhibit H-2, and are generally free of defects in manufacturing and functionality. Unless explicitly rejected in writing by Client within the inspection period, Utiliuse may consider delivered Materials as automatically approved and accepted by Client.

2.4. Meter Exchange Services

1

A. Mobilization

- I. Mobilization shall be considered as the initial “one-time” fee to deploy field crews and equipment to the project site. Mobilization will become due no less than thirty (30) days prior to the commencement of the Meter Exchange Services.

B. Standard Meter Exchange Services

- I. Meter Exchange Services shall be considered the standard installation, replacement or retrofit of a customer meter and SmartPoint at any given service account. Meter Exchange Services are expected to be performed throughout the duration of the IDA and Full Deployment phases, in accordance with Exhibit B and Exhibit D. Meter Exchange Services shall be invoiced on a monthly basis for work completed in the antecedent month.
 - a. Client shall retain its right to inspect all or a portion of the Meter Exchange work completed by Utiliuse within the antecedent month. Client shall promptly notify Utiliuse of any incomplete, non-conforming, or defective work. Utiliuse shall promptly dispatch field technicians to assess and correct the incomplete, non-conforming, or defective work in accordance with the Meter Services Warranty.

C. Meter Exchange Supplemental Work (Incidentals)

- I. Supplemental Work (or incidental) shall be considered as the ancillary or supplemental tasks necessary to facilitate a complete meter exchange. Client shall preauthorize all Supplemental Work to be performed at the time of meter exchange. Any Supplemental Work required to perform a Meter Exchange and not preauthorized by Client will result in the account being flagged as Return to Utility. Supplemental Work will be invoiced to Client monthly and on a consumption basis for the work completed in the antecedent month.
 - a. Client shall retain its right to inspect all or a portion of the Meter Exchange Supplemental Work completed by Utiliuse within the antecedent month. Client shall promptly notify Utiliuse of any incomplete, non-conforming, or defective work. Utiliuse shall promptly dispatch field technicians to assess and correct the incomplete, non-conforming, or defective work in accordance with the Meter Services Warranty.

2.5. Recurring Annual Fees

A. Sensus Software-as-a-Service (“SaaS”) Services

- I. The SaaS Services shall include the hosted Regional Network Interface (RNI) head-end environment, and Sensus Basestation Protection Plan. The SaaS term shall extend for five (5) calendar years. Except where specified otherwise below, first year SaaS Service fees will be payable to Utiliuse under this Agreement and subsequent years beginning year two will be paid through Sensus’ local channel partner, ETNA Supply, separate of this Agreement.
 - a. Sensus RNI SaaS fee (year one) will become due at RNI “go-live”. Subsequent years will be invoiced on the annual anniversary date of RNI go-live.
 - b. Sensus Basestation Protection Plan will be invoiced by ETNA Supply to Client beginning on the first anniversary of the date of Sensus shipment for each Basestation. Subsequent years will be invoiced by ETNA Supply to Client on the recurring anniversary date.

B. Harris SmartWorks MDMS

- I. SmartWorks MDMS SaaS fee (year one) will be invoiced by Utiliuse to Client at contract signing. Subsequent annual SmartWorks MDMS fees (year two and beyond) will become payable to Harris directly by Client and in accordance with the Harris End User Software Services Agreement separate of this Agreement.

C. Advanced Utility Systems

- I. Advanced Utility Systems Customer Engagement Portal fee (year one) will be invoiced by Utiliuse to Client at contract signing. Subsequent annual Customer Engagement Portal SaaS fees (year two and beyond) will become payable to Advanced Utility Systems directly by Client and in accordance with the Harris Master Subscription Agreement separate of this Agreement.

2.6. Miscellaneous

A. Bonds

- I. Bond fees shall become due by Client at the time of contract execution. Bond premiums may adjust upon project completion depending on final contract value and duration. A final project reconciliation will be reviewed at project completion and any amounts over the planned premium will be invoiced to Client within Utiliuse’s final invoice.

B. Insurance

- I. In the event Client request insurance coverage in excess to Utiliuse’s standard insurance policy limits, Utiliuse shall invoice Client for reasonable and applicable costs to obtain such coverage limits. Insurance costs shall become due by Client at the time of contract execution and on the anniversary of the initial invoice each subsequent year such coverage is maintained.

C. Other

- I. Any other fee schedule for material(s) or service(s) not outlined herein will be invoiced upon consumption or as reasonably appropriate for such material or service rendered.

Exhibit H-1 Acceptance Certificate

Project Phase / Invoice # / Other _____

Client, under the Master Services Agreement with Utiliuse, hereby certifies:

This Acceptance Certificate is a Project **Planning / DBT and IDA / Full Deployment** (*circle one*) Acceptance Certificate.

1. The Project Materials and Supplies inclusive of this phase have been delivered to Client.
2. Client has conducted such inspection and/or testing of the Project Materials and Supplies as it deems necessary and appropriate and hereby acknowledges that it accepts the Project Materials and Supplies for all purposes on the date indicated below. The Project Materials and Supplies have been examined and/or tested and are in good operating order and condition and is in all respects satisfactory to the undersigned and complies with the terms of Appendix A, subject, to the warranty provided. Client does not waive any other rights to which it would otherwise be entitled, including defects not reasonably or readily apparent.
3. Client has examined all Services and/or Work performed by Utiliuse and covered by the related invoices or draw requests and finds such Services and/or Work were performed in a professional or workmanlike manner and in accordance with all applicable requirements in Exhibit H-2.
4. The following is a list of items left to be completed, deferred for **DBT and IDA / Full Deployment** (*circle one*):

<ul style="list-style-type: none"> • Insert Punch List, if any

Agreed to and Accepted as of _____, 20____ by:

“Client”

By: _____

Printed Name: _____

Printed Title _____

Exhibit H-2 Requirements

This exhibit provides requirements and responses from each party regarding the system design and services. These requirements will serve as the traceability and developing Client's System Acceptance Testing ("SAT") and User Acceptance Testing ("UAT"). Notwithstanding, the requirements have changed or modified by the Parties and without formal Change Order unless such change contains a material impact to the project cost or timelines. final documentation prepared for Client SAT and UAT, including but not limited to any changes as discovered and documented during the Planning shall prevail.

1 AMI Vendor

ID	Category	Priority	Requirement	Proposer Response	Proposer Comment
1	Administration	Critical	Provide administrator tools and console for the administration and monitoring of the application.	Current Base	
2	Administration	Critical	Provide export of all interval and register usage data, alarms, and events.	Current Base	Reports of all data can be created and exported through both the FlexNet Head End System, as box reports to support utility operations. Reports both network detail reporting and endpoint reports directed to a printer, screen, or data file and data CSV format.
3	Administration	Critical	Provide tools or applications for users to create and export custom reports.	Current Base	Filtering, data selection, and sorting available within head end. Each report can be easily tailored to comply, this capability will be discussed during where your system objectives will be discussed during Head End System automatically purges its data discussions, the data exported to downstream retained for longer times to enable studies and advantage of more data.
4	Administration	Critical	Have the ability to archive and purge data according to a data strategy.	Current Base	

5	Administration	Critical	Collect all interval data and logs from meters and Communications Network components at a configurable frequency, but at least once per day. Support centralized remote management, monitoring, graphical monitoring, and control of all network hardware.	Interval data and register reads are collected by the Meter, but transmitted every four hours (six times per transmission), all previous readings from the host are discarded. The AMI solution provides access to monitor all base stations.
6	Administration	Critical	Support centralized remote management, monitoring, graphical monitoring, and control of all endpoint hardware.	The AMI solution provides access to monitor all base stations.
7	Administration	Critical	Support centralized remote management, monitoring, graphical monitoring, and control of all endpoint hardware.	The AMI solution provides access to monitor all base stations. Network Communication Statistics are available remotely. Network Metrics helps utilities fully realize the health of the network. This network management tool is displayed on a fully customizable dashboard. Users can select the metrics they want to view, across a specific time period. Network Metrics alarms, system-level statistics, endpoint statistics, and endpoint status. The application maintains all customized configurations, enabling each user to configure their own settings. Our system is self-correcting and does not require system or component problems. However, in the event that the system experiences unplanned downtime, the system will automatically restart to reduce downtime. All Endpoints are discovered automatically by the SmartPoint activation. Please note, the City's CIP schedule will reflect the new endpoint devices or changes.
8	Administration	Critical	Be capable of remotely detecting network communications problems including loss of redundant communications pathways, diminishing signal strength, or poor interval performance.	The AMI solution provides access to monitor all base stations. Network Communication Statistics are available remotely. Network Metrics helps utilities fully realize the health of the network. This network management tool is displayed on a fully customizable dashboard. Users can select the metrics they want to view, across a specific time period. Network Metrics alarms, system-level statistics, endpoint statistics, and endpoint status. The application maintains all customized configurations, enabling each user to configure their own settings. Our system is self-correcting and does not require system or component problems. However, in the event that the system experiences unplanned downtime, the system will automatically restart to reduce downtime. All Endpoints are discovered automatically by the SmartPoint activation. Please note, the City's CIP schedule will reflect the new endpoint devices or changes.
9	Administration	Critical	Be capable of remotely correcting system/component problems, which at a minimum shall include the ability to remotely recycle (or restart) a component.	The AMI solution provides access to monitor all base stations. Network Communication Statistics are available remotely. Network Metrics helps utilities fully realize the health of the network. This network management tool is displayed on a fully customizable dashboard. Users can select the metrics they want to view, across a specific time period. Network Metrics alarms, system-level statistics, endpoint statistics, and endpoint status. The application maintains all customized configurations, enabling each user to configure their own settings. Our system is self-correcting and does not require system or component problems. However, in the event that the system experiences unplanned downtime, the system will automatically restart to reduce downtime. All Endpoints are discovered automatically by the SmartPoint activation. Please note, the City's CIP schedule will reflect the new endpoint devices or changes.
10	Administration	Critical	Support automatic discovery of all new endpoint devices.	The AMI solution provides access to monitor all base stations. Network Communication Statistics are available remotely. Network Metrics helps utilities fully realize the health of the network. This network management tool is displayed on a fully customizable dashboard. Users can select the metrics they want to view, across a specific time period. Network Metrics alarms, system-level statistics, endpoint statistics, and endpoint status. The application maintains all customized configurations, enabling each user to configure their own settings. Our system is self-correcting and does not require system or component problems. However, in the event that the system experiences unplanned downtime, the system will automatically restart to reduce downtime. All Endpoints are discovered automatically by the SmartPoint activation. Please note, the City's CIP schedule will reflect the new endpoint devices or changes.

11	Administration	Critical	<p>Support automatic and/or programmatic discovery of communications equipment (repeaters, collectors / concentrators, etc.).</p> <p>Have capability to automatically perform a last read of interval and register data, before a configuration update is performed</p>	Current Base	<p>Basestation collectors will be commissioned to head-end.</p>
12	Administration	Critical	<p>A final read can be requested before sending a Prior to Go-Live, all AMI information will be available in the head-end. At this time, Utility personnel will be working with Utility personnel where we will be validating the pre-production environment (throughout the validation workshop, we will be manually validating the pre-production environment). During the validation workshop, we will be manually validating the pre-production environment. Information provided within the pre-production environment is confirmed to be correct, we can provide additional information if needed.</p>	Current Base	<p>Additionally, if the Utility would like to separate the development and production environment prior to go-live, we can provide an additional fee.</p>
13	General	Critical	<p>Provide separate production, test, and development environments prior to go-live.</p>	Current Base	<p>Sensus provides an imbedded help section in the .pdf and .pptx documentation per user role is available.</p>
14	General	Critical	<p>Provide context-sensitive system documentation for online user help.</p>	Current Base	<p>The head end software is written primarily in Java and is used for development. Red Hat Linux is used for production. Window Server and MSSQL for the data store are used. The FlexNet Head End System is comprised of the Red Hat and the other uses Microsoft Windows. The Windows server includes MS SQL, .NET framework, and open source software when a license is required. Sensus manages and manages all related software bugs on behalf of the customer.</p>
15	General	Critical	<p>Have a non-proprietary database file structure that is ODBC-compliant and SQL-compliant, and provided by a standard commercial database supplier</p>	Current Base	

model, Sensus maintains all software and software on behalf.

16	General	Critical	Provide a minimum of 12 months of online storage for all AMI endpoint data collected.	Current Base	The FlexNet Head End System automatically pulls data. However, the data can be exported to downstream systems and be retained for longer periods of time.
17	Functionality	Critical	Be capable of performing on-demand read requests to retrieve events, usage and register data. Be able to distinguish between a missing interval and zero consumption and provide reporting capability for missing data or gaps.	Current Base	
18	Functionality	Critical	Track devices with missing data due to failed or incomplete communications and provide an automatic retry process to ensure several efforts are made to capture missing interval data for endpoints. Log all messages sent to and received from all AMI components with the message date/time, event/message type identifier, and source/target(s) identifier.	Current Base	The RNI read view will show if a read/interval is read gaps of 24hr, 48hr, 72hr, 9hr, and 120hr are extracted for all meters.
19	Functionality	Critical	Log all messages sent to and received from all AMI components with the message date/time, event/message type identifier, and source/target(s) identifier.	Current Base	
20	Functionality	Critical	Log each instance when an event message has been sent to an AMI component, but no acknowledgement is received within the configured time frame.	Current Base	
21	Functionality	Critical		Current Base	

22	Functionality	Critical	Process Standard Time and Daylight Savings Time changes across system devices.	Current Base	Sensus AMI accounts for daylight savings time. Time in a FlexNet system is controlled by the board equipped with on-board GPS. At intervals, the board sends a time pulse which is used to maintain the time a FlexNet system.
23	Functionality	Critical	Process leap year changes across system devices. Have the capability to assign internal user-specific screen presentation criteria (i.e. personalized home dashboard) based on user sign-in (role-based presentation).	Current Base	Sensus AMI uses role-based parameters to determine what information is not granted, a user will not be able to view restricted pages.
24	Functionality	Optional	Support user capability to export report and query data in CSV, SQL, Excel, XML, TXT, or other flat-file formats.	Current Base	Sensus reports can be exported in html (page download), xls,xlsx, csv, rtf and txt formats. Sensus can offer an add-on component for data export that will apply.
25	Functionality	Critical	Support a variety of number of dials that contain up to 7 digits on register read.	Current Base	The AMI solution can support registers with a variety of dial lengths long the first 8 digits will be transmitted
26	Functionality	Critical	Support 8-digit length serial number for meter or endpoint.	Current Base	
27	Functionality	Critical	Be capable of configuring endpoints to deliver either hourly or 15-minute interval reads.	Current Base	
28	Endpoints	Critical	Have the ability to time stamp and align intervals in accordance with: a) for hourly intervals, on the hour; b) for 15 minute intervals, on the 15, 30, 45 and 60 minute clock positions.	Current Base	All readings are timestamped and time aligned to the requirement. The meter remains time aligned does not drift.
29	Endpoints	Critical		Current Base	

Sensus has designed each of their systems to harmonize with one another. Specifically, the AMR as a backup system within AMI. Sensus is unique only AMR system that can affordably and realistically Metering Infrastructure (AMI) system with minimum requirements and without revisiting each endpoint of operating in either AMR (walk-by/drive-by) or C. These transmitters utilize high-powered two-way directly with AMR or AMI systems. SmartPoints each system type with a single command given feature provides a clear area of cost savings versus the system coverage and redundancy available System, a AMR/Drive-By backup system is not currently be provided at a later date, if needed.

In the event a base station (data collector) becomes and stored data can be extracted / captured from the proposed handhelds themselves. If this happens automatically switch from AMI to AMR or Walk visit each site or reprogram the endpoint.

Failure rates are as follows:

The Sensus M400B2 Base Station has an expected 0.5% per year.

The Sensus ally water meter has an expected failure rate of 0.5% per year.

The Sensus iPERL water meter has an expected failure rate of 0.5% per year.

The Sensus OMNI water meter has an expected failure rate of 0.5% per year.

The Sensus water SmartPoint has an expected failure rate of 0.5% per year.

The Electronic Register+ has an expected failure rate of 0.5% per year.

The FlexNet SmartPoints store hourly reads for

30	Endpoints	Critical	Have the ability to have alternate method of capturing reads when unable to do so using the fixed network.	Current Base
31	Endpoints	Critical	Provide a means for extracting stored data directly from the device in the event of network communications or equipment failure.	Current Base
32	Endpoints	Critical	Be designed to have a failure rate of less than 0.5 % per year.	Current Base
33	Endpoints	Critical	Store interval data and daily read data including date and time stamps for a	Partially Comply

Authentication is the granting of access based (username and password).

Multi-factor authentication is the practice of re credentials, such as a username/password and Authorization is the granting of appropriate pri In the Sensus solution, authentication is perform

- By the AMI server. Access to the FlexNet AMI instance of an LDAP-based authentication store can be configured to access the organization's MS Active Directory). The authentication store information about each user, including authori: robust role-based Authorization.

- By the AMI collector. Access to the AMI collector instance of an LDAP-based authentication store large number of AMI collectors, authentication centralized by integration with an instance of R Multi-factor Authentication is done at the AMI authentication is supported through the imple software in the datacenter network.

Sensus provides strong authentication mechanism through a local LDAP authentication store including ability to integrate into an organization's existing authentication store is also an option. This provides a solution for a broad range of deployment options provides role-based access to ensure separation access to critical functions. This provides a granular the various roles required by complex organizations (e.g., administrator, read-write, read-only) and the customer to meet their specific needs. The create unlimited roles with an unlimited number the access control needs.

Provide security/authentication for local AMI meter data exchange to ensure that data exchanges can only be executed by authorized users or users authorized with designated field tools.

Current Base

Critical

38 Endpoints

In addition, AMI collectors support local authentication using RADIUS/LDAP for centralized identity management. Each AMI endpoint authenticates using unique credentials. The message is encrypted and CBC-MAC'd using the shared secret key. The FlexNet AMI server also performs this message authentication. This provides message layer authentication for messages sent to the AMI endpoints. The FlexNet AMI server also performs this message authentication across the network. The AMI server provides a manual or automatic fashion for periodic rekeying.

39	Endpoints	Critical	Keep time even if there is no communication with the AMI system.	Current Base
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Water SmartPoint Alarms

SmartPoint communication modules for water on the communications they receive from the utility to potential issues before they become transmitted immediately to the FlexNet Head E utility gets vital information as quickly as possible.

- Swapped Meter
- The Swapped Meter alarm indicates that the register has been changed without a proper meter is detected by comparing the register serial number to the next. If it differs, the register has been swapped.
- Additionally, the alarm can be triggered if the register reported from the register differs from one read to the next by reporting six digits and the next read would also be interpreted as a swapped meter.
- Continuous Flow
- The Continuous Flow alarm indicates when there is continuous flow for an extended time period. Critical parameters include volume, threshold, and duration.
- High Flow
- The High Flow alarm indicates that the SmartPoint excessive flow rate, possibly caused by a broken pipe. Parameters include volume and threshold.
- Meter Communication Fail
- This alarm indicates that the SmartPoint failed to read the water register – either there was no response from the register or the reading string was corrupted. Possible causes include a poor connection to the register, a malfunctioning meter, or a disconnected meter.
- When a cut wire condition is detected for the SmartPoint alarm to be sent to the FlexNet Head E utility wire. When it is time to transmit a reading message.

Identify or flag events/alarms that require further investigation or field resolution.

40 Event/Alarm Management Critical Current Base

the SmartPoint checks the last meter sample. If obtaining the last meter sample (including an a SmartPoint sends an alarm message with a read in Lieu of Reading bit set instead of a reading r

- If a Cut Wire alarm persists – that is, it has occurred longer present, then the SmartPoint detects:

- Non-Numeric Read/Meter Read Malfunction
- This alarm indicates that the SmartPoint success register, but the register indicated an error on encoder wheel.
- Backflow/Reverse Flow
- The Backflow alarm indicates that the SmartPoint (decreasing reading values) for a specified period parameters include volume, threshold, and duration
- Bidirectional Communication Failed
- The SmartPoint failed to successfully send a command the response to a command back.

41	Event/Alarm Management	Critical	Be configurable to analyze received events and alarms and initiate creation of service orders or other exceptions. Provide mechanism to automatically communicate a certain event and/or alarm to designated recipients via email.	Current Base	The FlexNet Head End System supports this use alarms to your downstream systems where the
42	Event/Alarm Management	Critical	Provide mechanism to automatically communicate a certain event and/or alarm to designated recipients via email.	Current Base	While event data can be queried within the RN notifications are provided through the propose
43	Event/Alarm Management	Optional	Provide mechanism to automatically communicate a certain event and/or alarm to designated recipients via SMS. Have the ability to forward selected events or alarms, once received, to another application as necessary to support distribution operations and monitoring.	Current Base	While event data can be queried within the RN notifications are provided through the propose
44	Event/Alarm Management	Critical	Store all events and alarms for display to the user and for analysis using queries and reports. Allow for configuration or custom events or alarms based on analytics or calculation (e.g. continuous consumption), rather than a report.	Current Base	The FlexNet Head End System supports the abil via integrations to your downstream systems. I can send selected email and SMS text message: personnel.
45	Event/Alarm Management	Critical	Detect, timestamp, and report removal of an endpoint (cut wire). Detect, timestamp, and report meter tilt/tamper, for meters with the capability to detect tilt.	Current Base	The FlexNet Head End System receives all even them in its database. The head end supports ea to view and analysis them.
46	Event/Alarm Management	Critical	Detect, timestamp, and report removal of an endpoint (cut wire). Detect, timestamp, and report meter tilt/tamper, for meters with the capability to detect tilt.	Current Base	SmartPoints support the ability to have alarm t be done in the head end for one meter or a gro system.
47	Event/Alarm Management	Critical	Detect, timestamp, and report removal of an endpoint (cut wire). Detect, timestamp, and report meter tilt/tamper, for meters with the capability to detect tilt.	Current Base	Sensus provides a meter communication alarm radio cannot communicate with the register. TI and delivered to multiple users.
48	Event/Alarm Management	Critical	Detect, timestamp, and report removal of an endpoint (cut wire). Detect, timestamp, and report meter tilt/tamper, for meters with the capability to detect tilt.	Current Base	This can be provided through the AMI system a can provide the alarm.
49	Event/Alarm Management	Critical	Detect, timestamp, and report removal of an endpoint (cut wire). Detect, timestamp, and report meter tilt/tamper, for meters with the capability to detect tilt.	Current Base	The FlexNet Head End System records and stor messages. Any missing endpoint messages from registering meters will be tracked and reported
50	Event/Alarm Management	Critical	Detect, timestamp, and report removal of an endpoint (cut wire). Detect, timestamp, and report meter tilt/tamper, for meters with the capability to detect tilt.	Current Base	Negative consumption reports are available to

	Reverse flow features are a primary feature set. This capability provides two primary benefits to utility to identify potential situations in which a steal water by reversing the meter. The back flow this potential condition. Additionally, the reverse utility that a potentially harmful situation may be back into the system.	
51	Event/Alarm Management Critical	Detect, timestamp, and report reverse flow on meters not operating as net or bidirectional meters. Current Base
52	Event/Alarm Management Critical	Support user-defined global thresholds (i.e., thresholds for all meters) for alarms/events based on nominal values. Current Base
53	Event/Alarm Management Critical	Support user-defined local thresholds (i.e., thresholds by individual meter or batch of meters) for alarms/events based on nominal values. Current Base
54	Event/Alarm Management Critical	Support user-defined prioritization of events to allow critical traffic to have priority. Current Base
55	Event/Alarm Management Critical	Support ability to configure whether an event/alarm is transmitted instantaneously or with a regularly scheduled batch of readings and event data. Current Base
56	Event/Alarm Management Critical	Be able to report high priority messages within thirty seconds 90% of the time. Current Base
57	Event/Alarm Management Critical	Be able to report medium priority messages 90% of the time. Current Base
58	Event/Alarm Management Critical	Be able to report low priority messages 90% of the time. Current Base

			Water SmartPoints will continue to transmit alarm until cleared for 35 days. We call this a 'persistent' alarm. If the alarm is cleared from the FlexNet Head End System at a SmartPoint, the SmartPoint will stop transmitting the alarm again. In this case it will report for another 35 days after occurrence.	
59	Event/Alarm Management	Critical	Automatically resend event notification until a message is acknowledged by the AMI headend. Detect and log access by any field device (e.g., optical port, Bluetooth connection, etc.).	Current Base
60	Event/Alarm Management	Critical	Detect, timestamp, and report continuous flow leaks based on some nominal value threshold.	Current Base
61	Event/Alarm Management	Critical	Detect, timestamp, and report low-flow leaks where some intervals may be zero.	Current Base
62	Event/Alarm Management	Critical	Detect, timestamp, and report high flow leaks or burst events based on some nominal value threshold.	Current Base
63	Event/Alarm Management	Critical	Detect, timestamp, and report backflow events.	Current Base
64	Event/Alarm Management	Critical	Be able to display events and alarms on a map-view.	Current Base
65	Event/Alarm Management	Optional	Display and Log configuration parameters.	Current Base
76	Network Configuration	Critical	Display and Log communications network check results on all installed interfaces.	Current Base
77	Network Configuration	Critical	Detect, log, and report program or memory failure.	Current Base
78	Network Diagnostics	Critical		Current Base

79	Network Diagnostics	Critical	Detect, log, and report power supply or battery failure/degradation.	Current Base	The head-end includes the Network Metrics so by individual. This software tracks and displays basestations.
80	Network Diagnostics	Critical	Detect, log and report communications link failure.	Current Base	The head-end includes the Network Metrics so by individual. This software tracks and displays basestations.
81	Network Diagnostics	Critical	Detect, log and report excessive device temperature.	Current Base	The head-end includes the Network Metrics so by individual. This software tracks and displays basestations.
82	Network Diagnostics	Critical	Detect, log and report microprocessor failure.	Current Base	The head-end includes the Network Metrics so by individual. This software tracks and displays basestations.
83	Network Diagnostics	Critical	Log the communication performance and report it regularly. Make diagnostic log information available either on-demand or by regular reporting.	Current Base	The head-end includes the Network Metrics so by individual. This software tracks and displays basestations.
84	Network Diagnostics	Critical	Support a remotely or locally initiated test for communications connection status. Local diagnostic will include the capability to perform "ping" and obtain network interface and link information, network association status, and signal level status.	Current Base	
85	Network Diagnostics	Critical	Provide managed services to the from a vendor-operated remote Network Operations Center, for a hosted solution. Managed services will include, at a minimum, alerting of network health issues and remote troubleshooting	Current Base	
86	Network Diagnostics	Optional		Current Base	

services for network components maintenance/repair.

	<p>Sensus deploys an advanced toolkit of diagnostic FlexNet AMI server software. The AMI server displays every aspect for every element in the meter to AMI collectors (base stations) to the overall system performance so that key performance indicators, Signal-to-Noise Ratio (SNR), message latency, and examined. These can be drilled to a transmission over a 30-day period. Analytic tools a dozen metrics. Results can be shown in time following is a partial listing of available reports:</p> <ul style="list-style-type: none"> • Avg SNR vs. Overall Throughput; • Distance to vs. Throughput • SNR vs. Missing Data (MaxRG); • SNR vs. Hourly Count • Stale Meter Histograms; • Individual Meter Station Reports • Distance to FlexNet Base Station; • Average Signal to Noise; • Average Noise; • 2s Noise; • Throughput of Received Messages; • SNR Histograms <p>Additionally, Sensus frequently develops custom reports that are delivered daily as a management dashboard for monitoring.</p> <p>All of these tools can be used to diagnose and report on problems remotely without the need to visit the field. In circumstances where a field visit is necessary, Sensus provides diagnostic tools.</p> <p>The Google Maps application provides a visual interface for the operator in accessing map data across multiple meters to access data points on exception data of interest.</p>
<p>Remotely detect network communications problems, including loss of redundant communications pathways, diminishing signal strength, or poor performance.</p>	<p>Current Base</p>
<p>87 Network Diagnostics</p>	<p>Critical</p>

88	Network Diagnostics	Critical	Provide mechanisms for remotely correcting system/component problems, which, at a minimum, shall include the ability to remotely recycle (or restart) a component.	Current Base
89	Network Diagnostics	Critical	Log the results of all remote testing and diagnostics activities and any automatic actions taken based on those results. Provide on-demand reports that contain key diagnostics and statistics from endpoints, devices, and field communication network elements, including event/transaction status reports, trouble reports, and additions/removals.	Current Base
90	Network Diagnostics	Critical	Utiliuse can provide the capabilities stated, as v information. Additional details can be provided request.	Current Base
91	Network Diagnostics	Critical	Export meter data upon request and provide capabilities to export log data. Send non-usage messages and alarms to the AMI headend that contain date/time stamp from internal meter clock, message code/type, and meter identifier.	Current Base
92	Network Diagnostics	Critical	Support configurable alert levels and notifications based on the severity of a problem detected and the number of endpoints affected.	Current Base
93	Network Diagnostics	Critical	Provide a battery back-up for network components (collectors, repeaters, etc.) with a runtime of at least 8 hours.	Current Base
94	Network Equipment	Critical	Each M400B2 basestation includes two 24v bat than 8 hours of backup runtime.	Current Base

<p>96</p> <p>Network Equipment</p>	<p>Critical</p>	<p>Utilize secure communications with all authorized systems and devices, including access ports, wireless communications (such as Bluetooth), field servicing tools, and communications to any network infrastructure devices.</p> <p>Support the following backhaul communications on network infrastructure components: Ethernet, fiber, and cellular.</p>	<p>Current Base</p> <p>Utiliuse understands and complies with this rec</p>
<p>97</p> <p>Network Equipment</p>	<p>Critical</p>	<p>While the proposed AML solution can utilize a f Utiliuse's proposal includes a SaaS backhaul sut FlexNet Basestations are available in both indo can operate in a variety of environmental cond installed in an environmentally controlled room the M400B2 basestation, are packaged in NEM. M400B2 basestations can operate with interna 70°C (158°F) with internal transeiver compone of external temperatures of -50°C (-58°F) are o heating mat. Basestations should not be stored in outside su as internal case temperatures can reach 82°C (- the batteries quickly.</p>	<p>Current Base</p>
<p>98</p> <p>Network Equipment</p>	<p>Critical</p>	<p>Provide network equipment that operates in temperatures between -40 and +85 degrees Celsius.</p>	<p>Current Base</p>
<p>99</p> <p>Network Equipment</p>	<p>Critical</p>	<p>Provide network equipment that complies to operating vibrations specified in IEC 68-2-6.</p>	<p>Current Base</p>
<p>100</p> <p>Network Equipment</p>	<p>Critical</p>	<p>Provide network equipment that complies to operating shocks specified in IEC 68-2-27.</p>	<p>Current Base</p>

<p>Thousands of M400B2 base stations have been America in hot and cold environments. There p variety of environmental conditions has been p The proposed M400B2 base stations have the f</p> <ul style="list-style-type: none"> - UL listed - NEMA 4 certified - UL/CSA/IEC/EN 62368-1 standard for audio/vi communication technology equipment - Part 1: - FCC regulations 			
101	Network Equipment	Critical	Partially Comply
<p>Provide network equipment that complies to humidity conditions specified in ANSI 12.20 and 5.4.3.18.</p>			
102	Network Equipment	Critical	Current Base
<p>Provide network equipment that complies to electromagnetic conditions specified in ANSI C37.90.2.</p>			
103	Network Equipment	Critical	Current Base
<p>Provide network equipment that complies to surge conditions specified in ANSI C37.90.1. and ANSI C62.41.</p>			
104	Network Equipment	Critical	Current Base
<p>Provide network equipment that complies to electrostatic discharge conditions specified in IEC 801.2.</p>			
105	Network Equipment	Critical	Current Base
<p>Provide network equipment that shall utilize non-volatile memory for storing, collecting, transmitting, and retaining data.</p>			
106	Network Equipment	Critical	Partially Comply
<p>Provide network equipment that shall be capable of connecting to a main voltage ranging from 120V to 480V with a tolerance of +/- 10%.</p>			
<p>Meet all applicable Federal, State, and local regulatory requirements (including, but not limited to, Federal Communications Commission (FCC Title</p>			
107	Network Performance and Reliability	Critical	Current Base
<p>Utiliuse understands and complies with this rec</p>			

47 C.F.R, Part 15 - Radio Frequency Devices), and applicable standards by the American National Standards Institute (ANSI)).

108	Network Performance and Reliability	Critical	Support full two-way communications across the communications network (LAN, WAN, and Backhaul).	Current Base	The Sensus FlexNet AMI solution is a true two-way
109	Network Performance and Reliability	Critical	Support full two-way communications from metering endpoint devices to headend system.	Current Base	The Sensus FlexNet AMI solution is a true two-way with its 2-watt singable transmitters.
110	Network Performance and Reliability	Critical	Uniquely identify all endpoints and communication devices on the system.	Current Base	Each basestation and Sensus SmartPoint will handle
111	Network Performance and Reliability	Critical	Automatically select from redundant communications paths if available.	Current Base	Unlike all other systems on the market today, it requires no reconfiguration or rerouting. The FlexNet AMI system is designed to provide with neighboring AMI collectors. The surrounding automatically reach over to the neighboring point temporary loss of an AMI collector, or a failed collector. Cellular coverage area is designed to adjacent cells, whereas AMI collector coverage adjacent cells, creating significant signal redundancy. Unlike systems that require deterministic routing system retains all routing knowledge in the FlexNet multiple locations. This purposeful design to maintain information provides the most robust network hears a transmission from a FlexNet AMI device end system through one or more AMI collector from a nearby meter or meters. Each AMI collector receives the message from it relays the message to the head end system which resolved. Meters push multiple transmissions to

a packet is missed, the next packet contains the
with historical reads so that the database contains
redundant transmissions and redundant historical

This is a typical solution for mesh type network
reading messages to get alarm messages in suc
by Sensus since we have separate spectrum ana
Meter messaging continues to operate as normal
messaging is being received and acknowledged

The enclosed propagation analysis was created
packet. As per this analysis, we are able to prov

	Count	%
Total Endpoints Covered	40,935	100.00%
ally Coverage	38,447	93.92%
2 Way Coverage	2,481	6.06%
1 Way Coverage	7	0.017%
Total Endpoints Analyzed	40,935	

Perform data flow control after a
communication or power outage to
prevent resources from being
overloaded.

Current Base

Network
Performance and
Reliability

Critical

112

Provides coverage of 100% of the current
meter population represented and covers
infill areas that are within the bounds of
the current meter footprint.

Current Base

Network
Performance and
Reliability

Critical

113

				Be capable of transmitting data from and receiving at the headend water monitoring devices/sensors, such as for pressure, temperature, lead detection devices and water quality.	Current Base	Sensus solution supports sensors today. The Ally meter has integrated temperature and pressure powered Smart Gateway can support any sensor readings from the Ally and Smart Gateway end and made available to the utility through the (CMEP and MultiSpeak). Additional fees apply for custom exports. Pricing can be provided upon a City's requirements.
114	IoT Applications	Optional		Provide a platform that is capable of communicating bi-directionally from remote disconnect devices, including valves and/or meters.	Current Base	
115	IoT Applications	Optional	Remote	Provide the capability to perform a meter/valve remote connect/disconnect.	Current Base	The enclosed cost proposal includes pricing for disconnect water meter, which complies with the
116	Disconnect	Critical		Provide meter/valve disconnect switch state (i.e. closed, open) and last read after remote connect/disconnect command is executed.	Current Base	Sensus' ally meter is equipped with a three-state valve that allows for remote control of service
119	Remote Disconnect	Critical		Be able to retry on a configurable basis failed remote connect/disconnect operations.	Current Base	
120	Remote Disconnect	Critical		Identify and report failed remote connect/disconnect operations.	Current Base	
121	Remote Disconnect	Critical		Support the ability to identify emergency and critical needs customers to prevent remote meter/valve disconnect.	Current Base	The FlexNet Head End System supports 'Disconnected' meters, like customers with lifelines from disconnecting. However, we are dependent
122	Remote Disconnect	Critical		Allow for remote connect/disconnects to be initiated based on commands by an authorized application other than the AMI headend (e.g., MDMS, CIS, SCADA).	Current Base	
123	Remote Disconnect	Critical		Receive and process data requests from other systems (e.g., MDMS, CIS, OMS).	Current Base	Third-party systems may use the standard APIs Valve Control, and other commands.
124	Security	Critical			Current Base	

125	Security	Critical	Not store personally-identifiable customer information.	Current Base
126	Security	Critical	Log invalid login attempts; retain 12 months of authentication logs success and failure.	Current Base
127	Security	Critical	Support a lockout for a configurable number (minimum 3) of failed login/access attempts. This applies to the AMI headend application, meter and endpoint configuration products, all field tool applications, meters and endpoints.	Current Base
128	Security	Critical	Support Advanced Encryption Standard (AES) for 256-bit (or higher) encryption end-to-end.	Current Base
129	Security	Critical	Support rolling encryption keys on a configurable basis.	Current Base
130	Security	Critical	Support functions which allow for secure device authentication, registration, and revocation of registration.	Current Base

Lockout is currently available on all head-end a control field access to meters, the most effective encryption on each meter. This will allow approval has access to which meters at a specified time

Communications on the FlexNet communication using AES-256 encryption from end to end

End-to-end integrity of data and communication a key component of the security model used throughout. Beginning at the AMI endpoints, the physical integrity is achieved through physical locks and seals. Integrity in the AMI endpoint is also validated through the cryptographic key and CRC checks to ensure they have not been tampered with during transmission.

From the AMI endpoint to the communication communications to and from the AMI endpoint authenticated messages using the AMI endpoint and the AES-CCM algorithm. This ensures that the AMI server and that the communications have not been tampered with during transmission. In addition, communications with a quantum-based quantum to prevent replay attacks or retransmissions. FlexNet AMI server supports secure communications to and from the endpoint, specifically

commands (remote disconnect, meter reprogram download) to support non-repudiation of these endpoints are registered with the network, endpoints are validated based on the endpoint's digital certificate

131	Security	Critical	Supply mechanisms which audit and store all security related events including all messages, access, and modification events within the system for 90 days.	Current Base
132	Security	Critical	Supply a security audit store which includes the date and time of the event, type of event, subject identity, and the outcome (success or failure) of the event.	Current Base
133	Security	Critical	Supply access control mechanisms (i.e., Identification & Authentication mechanisms) which prevent unauthorized access of information and resource.	Current Base
134	Security	Critical	Log unauthorized access attempts.	Current Base
135	Security	Critical	Support 2-factor authentication for system access.	Current Base
136	Security	Critical	Restrict access to reconfiguration commands based upon user role.	Current Base
			The FlexNet AMI server includes a built-in LDAP and authorization of users. An administrator user of the AMI server to add/remove users, reset permissions/roles. Through the integration of the Single Sign On is supported within the AMI server standard Security Assertion Markup Language (SAML) single sign on through all the applications that serve customers.	
			Access and actions are controlled by the grantee appropriate roll to see or reconfigure a setting.	

137	Security	Critical	<p>Reject messages/requests that are received from unauthorized systems or devices.</p> <p>Provide a configurable 'choke' to restrict the maximum number of disconnect operations allowed concurrently or on a daily basis including those disconnect requests transmitted via other systems.</p> <p>Provide automated methods of preventing cross-site scripting (XSS) attacks or SQL injection attacks from compromising the databases or software functions.</p> <p>Provide Network Layer IP filtering solution to allow access only from the utility's IP address to the remote server environment (especially hosted for the utility).</p>	Current Base	<p>All FlexNet communications are encrypted and FlexNet network using unique cryptographic keys received that are not encrypted or authenticated. The failures in encryption or authentication of keys and can be exported using SYSLOG.</p>
138	Security	Critical	<p>Prevent unauthorized access to the utility's IP address to the remote server environment (especially hosted for the utility).</p>	Partially Comply	<p>The FlexNet system manages network traffic and commands based on tower to meter communication but we have a feature on our roadmap that will be used to achieve this goal.</p>
139	Security	Critical	<p>Securely transfer/process data between the utility and the Vendor's environment through SITE-TO-SITE VPN communication, enhanced with Multi-Factor Authentication (MFA).</p>	Current Base	
140	Security	Critical	<p>Securely encrypt utility's data during the operational process, hosted at rest, and the backup stage, at the Vendor's environment (including Vendor's contracting organization's environment)</p>	Current Base	
141	Security	Critical	<p>Securely encrypt utility's data during the operational process, hosted at rest, and the backup stage, at the Vendor's environment (including Vendor's contracting organization's environment)</p>	Current Base	
142	Security	Critical	<p>Securely encrypt utility's data during the operational process, hosted at rest, and the backup stage, at the Vendor's environment (including Vendor's contracting organization's environment)</p>	Current Base	

143	Security	Critical	<p>Offer robust disaster recovery and business continuity solutions with maximum 8 (eight) hours RTO (Recovery Time Objective) (i.e., in the event of a disaster, the services offered by the Vendor shall not exceed 8 hours downtime).</p> <p>For systems hosted using third-party cloud services, such as AWS, offer a secured, logically separated IT environment in cloud consistent with the AWS_Security_Compute_Services_White paper document (https://d1.awsstatic.com/whitepapers/Security/Security_Compute_Services_Whitepaper.pdf).</p>	Current Base
144	Security	Critical	<p>Hosted RNI features include: 24x7x365 data centers, Achilles Practices Certification (APC), A Certifications (ACC), and application of industry measures including NIST, SDLC, and ITIL.</p> <p>The FlexNet AMI server includes a built-in LDAP and authorization of users. An administrator of the AMI server to add/remove users, reset permissions/roles. Through the integration of the Single Sign On is supported within the AMI standard Security Assertion Markup Language (single sign on through all the applications that customers. SSO is an additional fee and can be</p>	Current Base
145	Security	Critical	<p>Offer authentication and authorization from the "utility's environment" and "Vendor's environment" to the cloud-hosted environment" enhanced with SSO and MFA.</p> <p>Offer IP filtering for all the applications and database access to the Vendor's environment and to the cloud environment.</p>	Current Base
146	Security	Critical	<p>For an additional fee the RNI cloud environment Direct access to the database is not provided e;</p>	Current Base
147	Security	Critical	<p>The FlexNet Smart Utility Network complies with For an on-premise solution, this will be the res</p>	Current Base

				on-premise implementation and will depend on running your on-premise head end.
148	Security	Critical	Be audited and certified under ISO 27001.	Current Base
149	Security	Critical	Be audited and certified under SOC 2 Type 1.	Current Base
150	Security	Critical	Be audited and certified under SOC 2 Type 2.	Current Base
151	Service Level	Critical	Be capable of 97% on-demand read success executed within 60 seconds, when issued to a single meter. Be capable of securing a 99% success rate or greater of daily register reads transmitted within 72 hours of read timestamp, processed at the AMI headend and available for other systems.	Current Base
152	Service Level	Critical	Be capable of securing a 98% success rate or greater of daily register reads transmitted within 24 hours of read timestamp, processed at the AMI headend and available for other systems.	Current Base
153	Service Level	Critical	Be capable of securing a 95% success rate or greater of all interval reads transmitted within 24 hours of read timestamp, processed at the AMI headend and available for other systems.	Current Base
154	Service Level	Critical	Maintain less than 0.75% failure rate per annum for all network communications	Current Base
155	Service Level	Critical		Current Base

		equipment over the required operating life of the system.	
		Maintain less than 1.50% failure rate per annum for all network communications equipment over the extended operating life of the system.	Current Base
156	Service Level	Critical	Current Base
157	Service Level	Critical	Current Base
	Software/Firmw are Releases		Sensus SLAs provide
158	Software/Firmw are Releases	Critical	Current Base
159	Software/Firmw are Releases	Optional	Current Base
	Software/Firmw are Releases		Current Base
160	Software/Firmw are Releases	Critical	Current Base
	Software/Firmw are Releases		Current Base
161	Software/Firmw are Releases	Critical	Current Base
	Software/Firmw are Releases		Current Base
162	Software/Firmw are Releases	Critical	Current Base
	Software/Firmw are Releases		Current Base
163	Software/Firmw are Releases	Critical	Current Base
	Software/Firmw are Releases		Current Base
164	Software/Firmw are Releases	Critical	Current Base

165	Software/Firmware Releases	Critical	Log firmware download and upgrade attempts, failures, successes, reversions, etc. with timestamp. Report firmware upgrade status (successful or unsuccessful) to the AMI headend.	Current Base
166	Software/Firmware Releases	Critical	Secure register reads and interval data from unknown meters for which the system has not yet received notice of the AMI meter installation, and automatically store and process these reads once the meter data synchronization completes. Be capable of receiving and processing incoming meter data on a continuous basis.	Current Base
167	System Performance and Reliability	Critical	Transmit and log the following information for each event: Event Timestamp, Event Type, AMI RF endpoint, and/or meter ID.	Current Base
168	System Performance and Reliability	Critical	Automatically retry commands when a message is not acknowledged. Record metrology data while communicating and during communication failures.	Current Base
169	System Performance and Reliability	Critical	Support remote configuration of all user-controllable endpoint parameters.	Current Base
170	System Performance and Reliability	Critical	Endpoints Joining the Network after Installation meters and SmartPoints self-register on the FlexNet system. Readings will typically start populating within 24 hours following their installation. The speed in which FlexNet endpoints join the FlexNet system's use of a point to multipoint architecture will be directly up to the network and endpoints via a series of nearby endpoints.	Current Base
171	System Performance and Reliability	Critical	The base station is in constant communication with a reliable network connection.	Current Base
172	System Performance and Reliability	Critical	Communication statistics are available.	Current Base

<p>173</p> <p>System Performance and Reliability</p>	<p>Critical</p>	<p>Support remote configuration of multiple endpoints in a batched mode, via user-defined batching.</p>	<p>Current Base</p>
<p>174</p> <p>System Performance and Reliability</p>	<p>Critical</p>	<p>Log all configuration commands and results for a minimum of 90 days.</p> <p>Support Multi-Speak communication and protocols for integration to other enterprise IT systems.</p>	<p>Current Base</p>
<p>175</p> <p>Systems Integration</p>	<p>Critical</p>	<p>Sensus currently supports up to MultiSpeak ver The FlexNet Head End System/Regional Network variety of integration methods for third-party a</p> <ul style="list-style-type: none"> • Flat file exports of CMEP, HHF, MV-90, and M • OMS systems with register reads, interval data, • MultiSpeak Web services for meter reading, c • management, meter management, and meter l • The MultiSpeak Web service, which includes 1 <p>Web service. It can transmit real-time readings receives them and ensures that they are not du integration is a huge advancement over daily fi utilities today.</p> <p>Third party integrations will require a scope of specific integration requirements.</p>	<p>Current Base</p>
<p>176</p> <p>Systems Integration</p>	<p>Critical</p>	<p>Support Common Information Model (CIM) structures, commercial enterprise application infrastructure interfaces, and service oriented integration patterns for IT systems integration the utility's CIS and other enterprise IT systems.</p> <p>Be capable of securing and delivering register data, interval data, and logs from endpoints and communications network components at a configurable frequency, but at least 4 times per day.</p> <p>Support scheduled batch loading of meter events to other enterprise IT systems at a configurable frequency, but at least 4 times per day.</p>	<p>Current Base</p>
<p>177</p> <p>Systems Integration</p>	<p>Critical</p>	<p>Sensus radio warranties are based on 1 hour in hours. Each transmission will contain the last 2 and reads.</p>	<p>Current Base</p>
<p>178</p> <p>Systems Integration</p>	<p>Critical</p>	<p>Additionally, custom CMEP exports can be prov additional fee.</p>	<p>Current Base</p>

<p>179 Systems Integration</p>	<p>Critical</p>	<p>Be able to initiate an on-demand read request through a real-time interface from another authorized system (i.e., MDMS, CIS, OMS). Be capable of delivering the results of all received alarms, outages and remote testing and diagnostic results to other systems in near-real time (within 30 seconds of receipt to the AMI headend).</p>	<p>Current Base</p>	<p>On demand reads may be integrated into third additional fee.</p>
<p>180 Systems Integration</p>	<p>Critical</p>	<p>Support integration as identified in Appendix 1.</p>	<p>Current Base</p>	<p>Total transit time from endpoint to head end s) Custom exports can be provided for additional Utiliuse has reviewed the City's Appendix 1 - IT Context Diagram, and we are able to successful party software listed. However, at this time, we integration of the Sensus FlexNet HES with our (Harris). Should additional third-party integrati develop a specific Scope of Work for the service provide custom pricing to the City.</p>
<p>181 Systems Integration</p>	<p>Critical</p>	<p>Support integration as identified in Appendix 1.</p>	<p>Current Base</p>	<p>Current Base</p>

2 Meter Vendor

ID	Category	Priority	Requirement	Proposer Response	Proposer Comment
1	Meter - Register	Critical	Meet the latest AWWA C700 series Encoder-Type Remote-Registration Systems for Cold-Water Meters	Current Base	Each proposed water meter meets their require
2	Meter - Register	Critical	Be compatible with AMI water endpoints	Current Base	All Sensus metering products proposed will be coupler connections that are made to commun 520M endpoints.
3	Meter - Register	Critical	Provide reads to the AMI water endpoints in units of no greater than 1 gallon.	Current Base	Sensus iPERL, SR11, and Ally Residential Meters a gallon (0.1 USG) for 5/8" - 1" applications; 1 1 can read down to 1 USG

	Meter - Register	Critical	Be capable of being read both manually and electronically.	Current Base	Each proposed water meter can be read manually. All proposed water meters are provided with an electronic register that will show totalization at the time of the next reading. Components are installed with each meter for a 10-year warranty.
4	Meter - Register	Critical	Have a leak detector indicator or equivalent means of indicating minimal flows of water.	Current Base	Comply for all proposed water meters.
5	Meter - Register	Critical	Should have a cap to prevent dirt from interfering with the visual inspection of the register.	Current Base	Comply for all proposed water meters.
6	Meter - Register	Critical	Be waterproof and corrosion proof.	Current Base	Comply for all proposed water meters.
7	Meter - Register	Critical	Meet AWWA C700 series standards for Minimum Test Flows, and Nominal Flow Limits For Specified Meter Size and Type	Current Base	Comply for all proposed water meters.
8	Meter - General	Critical	Be made of or non-corrosive material. Composite is acceptable.	Current Base	Each proposed water meter meets their requirements. The Ally and iPERL meter body is made of composite metal material. The OMNI meter's maincase is NSF approved epoxy coating.
9	Meter - General	Critical	Have accuracy tests that shall be conducted in accordance with AWWA test methods and meter standards.	Current Base	Test tags are provided with each meter. Test results are provided electronically.
10	Meter - General	Critical	Provide electronic vendor meter factory accuracy test file with deliveries.	Current Base	Electronic test files can be provided via email.
11	Meter - General	Critical	Have a permanently affixed serial number.	Current Base	Comply for all proposed water meters.
12	Meter - General	Critical	Be supplied with a scannable bar code label affixed to the meter.	Current Base	Comply for all proposed water meters.
13	Meter - General	Critical	Provide a full warranty for 15-years.	Current Base	The Sensus iPERL water meter has a 20-year accuracy warranty (15-year prorated warranty); 5-year prorated warranty for the OMNI Meter has a 10-year register warranty.
14	Meter - General	Critical	Perform metrology using electronic (read: no moving parts) technology.	Current Base	The proposed Sensus iPERL and Ally water meter meets the requirement.
15	Meter - Functionality	Critical		Current Base	

16	Meter - Functionality	Critical	Provide electronic vendor meter inventory file with deliveries.	Current Base	Electronic test files can be provided via email w
17	Meter - Functionality	Critical	Be capable of continuous operation in dust or a submerged environment, of at least IP 68 rating or higher, per IEC 60529.	Current Base	
18	Meter - Functionality	Critical	Have connections that shall be waterproof and corrosion proof.	Current Base	Comply for all proposed water meters.
19	Meter - Functionality	Critical	Measure consumption in gallons.	Current Base	Comply for all proposed water meters.
20	Meter - Other Applications	Optional	Be available with an optional integrated remote disconnect valve, for new meters.	Current Base	The Sensus Ally remote disconnect water meter state remote service valve for meter shut off, t is an alternate optional metering option quoter
21	Meter - Other Applications	Optional	Be available with an optional integrated pressure monitor, for new meters.	Current Base	The Sensus Ally remote disconnect water meter and alarms. This is an alternate optional meteri Utility.
22	Meter - Other Applications	Optional	Be available with an optional integrated temperature monitor, for new meters.	Current Base	The Sensus Ally remote disconnect water meter and alarms. This is an alternate optional meteri Utility.
23	Meter - General	Critical	Be warranted free from defects in materials and workmanship for twenty four (24) months from date of shipment or eighteen (18) months from date of installations	Partially Comply	The proposed Sensus iPERL and Ally water met The Sensus OMNI metering line is provided wit warranty, but a 10 year register warranty. Plea: Limited Warranty G-500 document for additor
28	Lids	Critical	Fit the standard meter boxes identified.	Current Base	Utiliuse is proposing an alternate meter box lid that includes DFW brand meter boxes instead of proposed DFW meter box lids meet the City's r Furthermore, the Sensus FlexNet AMI Solution mounting of existing metal and plastic meter b pricing can be adjusted to reflect meter box lid complete replacement, should this interest the
29	Lids	Critical	Have Radio Frequency (RF)-Transparency.	Current Base	

30	Lids	Critical	Have a recessed hole for a through-the-lid antenna to mount flush.	Current Base	Molded recesses are design to fit the 520M Ser SmartPoint to be flush with tread pattern of th
31	Lids	Critical	Have sufficient weight or a locking mechanism that prevents them from being dislodged or from floating.	Current Base	The 200A lids proposed are provided with keyh Utility's existing Carson box requirements. 132, anti-float material.
32	Lids	Critical	Be designed to prevent pest or insect intrusion.	Current Base	The proposed 1324C and 1730C lids can be pro keyhole, if preferred.
33	Lids	Critical	Have a ferrous element (e.g. section of rebar) that enables them to be discovered by a metal detector when buried.	Current Base	A magnet is molded within the lid for detector
34	Lids	Critical	Conform to chemical conditions tested in accordance with ASTM D543-06.	Current Base	
35	Lids	Critical	Be constructed from AASHTO-recognized materials (M105), capable of withstanding AASHTO M306 Sect 6 loads, at a minimum, for all lids with deliberate vehicular traffic applications.	Current Base	
36	Lids	Critical	Conform to UV conditions tested in accordance with ASTM G154-06.	Current Base	
37	Lids	Critical	Have a static coefficient of friction to mitigate slipping hazard, as tested in accordance with ASTM C1028-07.	Current Base	
38	Lids	Critical	Withstand impacts as described in ASTM D2444-05.	Current Base	
39	Lids	Critical	Be non-flammable or exhibit a burning rate as specified in ASTM D635-06.	Current Base	
40	Lids	Critical	Resist wear by abrasion in accordance to ASTM C501.	Current Base	

3 Meter Installation Vendor

ID	Category	Priority	Requirement	Proposer Response	Proposer Comment
1	Data Capture	Critical	Capture clear and legible digital images a minimum of: (1) pre-install meter site; (2) legacy meter face for out read;(3) new meter face immediately following install; (4) new endpoint serial number; (5) site as left by installer.	Current Base	All images are captured on site and uploaded in NovusCenter.
2	Data Capture	Critical	Capture images with an accurate date / time stamp.	Current Base	All images are captured on site and uploaded in NovusCenter.
3	Data Capture	Critical	Capture images searchable by meter number assigned by utility or alternatively another unique identifier as determined by utility.	Current Base	All images are captured on site and uploaded in NovusCenter.
4	Data Capture	Critical	Capture multiple images for meters with multiple registers.	Current Base	All images are captured on site and uploaded in NovusCenter.
5	Data Capture	Critical	Review and validate 100% of meter reads that have been entered in their work order management system against the meter face photo taken during installation.	Current Base	Utiliuse employs a data analyst who will review orders for the following: 1. Work order data is complete ; 2. Digital photos match work orders ; 3. Data in digital photos match work order / Meter ID / Register ID / Radio ID); 4. If a data will issue a new work order.; 5. Provide TRN log handled via SFTP.; 6. The Utility will review the issues that require further field audit or mitigation requirements back to a Supervisor to create new Data is updated in near-real-time by each field performed the meter exchange services. The Ci WOMS, NovusCenter, in a read-only view and c being performed.
6	Data Capture	Critical	Provide daily data uploads to proposed vendor WOMS site.	Current Base	Utiliuse is able to provide information to the U to ensure the highest quality of accurate data, three days for Q/A checks. Additionally, the Ci our WOMS, NovusCenter, and can review work
7	Data Capture	Critical	Provide completed work orders that pass data validation to utility within 2 business days of installation.	Current Base	

9	Data Capture	Critical	Perform a visual inspection, document, photograph, and notify Utility within 1 business day of new meter, tamper, or theft conditions found during installation. Perform a visual inspection, document, photograph, and notify Utility in near-real-time of potential damage, malfunction, or other critical issues (e.g., adverse conditions/indicators, safety hazards, infrastructure concerns, etc.) found during installation that would signal an immediate work stoppage for the meter.	Current Base Current Base	Utiliuse will conduct a Planning and Discovery data collection requirements. Utiliuse will conduct a Planning and Discovery data collection requirements.
10	Data Capture	Critical	Verify meter/endpoint inventory is in stock and ready to be installed, and that serial numbers are not duplicated.	Current Base	All inventory tracking is provided through our WON
11	Data Capture	Critical	Barcode scan transactions involving hardware to ensure data integrity of meters, registers and endpoints.	Current Base	This functionality is provided through our WON
12	Installation	Critical	Provide a supervisor-to-installer ratio of at least 10-to-1.	Current Base	Utiliuse's standard installation warranty is included in the Installation Overview. Utiliuse's warranty services are provided through our WON
13	Installation	Critical	If an installed meter is discovered to have failed within two years of installation, directly as a result of installation negligence, be responsible for replacing the meter or providing a credit to the utility.	Partially Comply	Utiliuse's standard installation warranty is included in the Installation Overview. Utiliuse's warranty services are provided through our WON
16	Installation	Critical	Provide a supervisor-to-installer ratio of at least 10-to-1.	Current Base	Utiliuse's standard installation warranty is included in the Installation Overview. Utiliuse's warranty services are provided through our WON
16	Installation	Critical	If an installed meter is discovered to have failed within two years of installation, directly as a result of installation negligence, be responsible for replacing the meter or providing a credit to the utility.	Partially Comply	Utiliuse's standard installation warranty is included in the Installation Overview. Utiliuse's warranty services are provided through our WON

<p>The enclosed cost proposal reflects one pre-ins post-installation door tag per account as required. Postcard specifications are 6" x 9" full color, do cover, print and warehouse for distribution, ad Utility, first class postage. Rates do not include Standard turnaround time is 8-10 working days additional charges. Print and postal rates are at current market value and rate increases. Door hanger specifications are 4.25" x 11" standard with aqueous coat, full color double sided. Rates charges or sales tax. Standard turnaround time orders will incur additional charges. Print and postage change based on current market value and rate Utilize can perform this service; however, we Utility regarding their definition of "non-compl- required to contact end-customers, we will require accounts including phone numbers. Further, if additional fees may apply.</p>	
<p>Notify customer prior to meter replacement with advance postcard (double-sided, with color printing), and provide a door hanger (double-sided, with color printing) after installation complete or non-complete.</p>	<p>Installation Critical</p> <p>Current Base</p>
<p>Complete phone calls for non-complete site visits.</p>	<p>Scheduling Critical</p> <p>Current Base</p>
<p>Have a published process for resolving meter installation issues prior to making them an Return To Utility.</p>	<p>Installation Critical</p> <p>Current Base</p>
<p>Make no less than three attempts to complete/resolve any given installation before transferring an Unable to Complete (UTC) / Return to Utility (RTU), unless due to existing service damage or tampering.</p>	<p>Installation Critical</p> <p>Current Base</p>
<p>Coordinate with the utility for gated community access.</p>	<p>Installation Critical</p> <p>Current Base</p>
<p>Coordinate with the utility for curb stop keys, for any locked curbed stops.</p>	<p>Installation Critical</p> <p>Current Base</p>

<p>23</p> <p>Installation</p> <p>Critical</p>	<p>Clean out meter box of dirt, water and other debris to registers necessary to facilitate meter/endpoint installation, and remove dirt and debris from the site.</p>	<p>Utiliuse's base price for a standard meter exchange debris and water by the field technician. Pricing for excessive cleaning by hand and vacuum Attachment 2 - Price Proposal under "Optional City. Pricing assumes the City is able to provide</p> <p>Current Base</p>
<p>24</p> <p>Installation</p> <p>Critical</p>	<p>Be able to perform box replacements.</p>	<p>Pricing for meter box replacement options are - Price Proposal under "Optional Work", as required</p> <p>Current Base</p>
<p>25</p> <p>Installation</p> <p>Critical</p>	<p>Be able to perform lid replacements.</p>	<p>Pricing for meter box lid replacements are quoted. However, as a cost saving initiative, we can provide services. The Sensus FlexNet AMI system allows through the City's existing metal or plastic meter proposal can be provided to the Utility based on replacement services, should the City be interested</p> <p>Current Base</p>
<p>26</p> <p>Installation</p> <p>Critical</p>	<p>Be able to perform lid drilling.</p>	<p>Utiliuse is proposing new meter box lids with a accommodate a Sensus SmartPoint. However, if are required, we have provided pricing within Attachment 2 under the "Optional Work" section.</p> <p>Current Base</p>
<p>27</p> <p>Installation</p> <p>Critical</p>	<p>Be able to perform meter resets for meters that are too high.</p>	<p>Although box lid replacements are quoted with provide existing lid modification services as a cost Sensus FlexNet AMI system allows for SmartPoint existing metal or plastic meter box lids. An alternate to the Utility based on lid modifications verses should the City be interested in this alternate services</p> <p>Current Base</p>
<p>28</p> <p>Installation</p> <p>Critical</p>	<p>Be able to perform meter setter installs.</p>	<p>Pricing for resets are included within Attachment 2 "Optional Work" section as an incidental service</p> <p>Current Base</p>

29	Installation	Critical	Be able to perform lay length adjustments.	Current Base	Lay length adjustments can be performed as a the Utility. Any lay length adjustments will be by-case basis.
30	Installation	Critical	Be able to perform general plumbing repairs on utility-side line.	Current Base	Pricing for standard utility-side line plumbing is Attachment 2 - Price Proposal, under the "Optional incidental service. Pricing does not reflect service plumber, but rather services performed by our
31	Installation	Critical	Provide traffic cones to alert drivers and pedestrians of work being performed in the area.	Current Base	Traffic cones will be placed to the front and rear being performed.
32	Installation	Critical	Install equipment in accordance with the manufacturer's specifications and recommendations.	Current Base	
33	Installation	Critical	Provide any consumable needed to meter installation (e.g., washers, gaskets, etc.).	Current Base	Pricing includes new meter gaskets for 5/8" - 1" bolts, washers, and full face gaskets for 1 1/2" ; additional items are subject to additional fees.
34	Installation	Critical	Verify that the new meter and/or endpoint is fully functional, properly installed, and that the customer is with the same status (on/off) before leaving a site.	Current Base	This is a standard process of our installation service
35	Installation	Critical	Correct all leaks related to the installed meters (e.g., damaged meter, washers, etc.)	Current Base	Utiliuse is able to comply with this section with installation warranty as included herein.
36	Installation	Critical	Be responsible for correcting at-fault breaks in the service line using similar material type for up to 3' before and after connection to the meter.	Current Base	Utiliuse is able to comply with this section with installation warranty as included herein.
37	Installation	Critical	Flush customer line after meter installation to be free of air and debris, if possible and remediate contaminated water supplied to the customer as a result of meter installation,	Current Base	After all meter exchange services, our standard line when an outside spigot is available and in good condition.

			including, but not limited to, disinfection, flushing, and sampling.
			Provide logs of errors / damage resulting from installation by the meter installation contractor, or of any customer complaints, including caller's name, address, account number if available, date and time of call, nature of problem, the action taken and the resolution.
38	Installation	Critical	This functionality is provided through our WOA Current Base
39	Installation	Critical	Respond within one (1) hour of receiving a complaint call and arrive at customer's premises ready to correct any problems resulting from errors / damage by the installer, unless otherwise directed by the utility. Current Base Utiliuse is able to comply with this section with installation warranty as included herein.
40	Installation	Critical	Resolve errors / damage resulting from installation by the installer within 24 hours, unless situation results in RTU. Current Base Utiliuse is able to comply with this section with installation warranty as included herein.
41	Installation	Critical	Handle non-binding or non-communication endpoint issues. Utility will not pay for installation services until it is verified that the meter is communicating with the proper information to the head end system. Current Base During the meter exchange, the field technician with local area infrastructure and include a vali within our WOMS. A meter and SmartPoint wo communicate after three consumption reads we prefer to limit the validation period to ten c installation in effort of prompt payment to our are open and willing to discuss a mutually agree- contracting if awarded.
42	Installation	Critical	Verify meter is installed and registering properly and not reversed. Current Base
43	Other	Critical	Dispose of removed meters, registers, ancillary hardware, and all associated materials from the worksite. Current Base Utiliuse's cost proposal reflects hazardous wast existing endpoints. Pricing is per pound; Utiliuse one pound or less.

<p>Other</p> <p>Critical</p>	<p>Provide a call center for customer to coordinate appointments, address customer complaints, and answer question on the project and installation procedures, supporting English and Spanish language options.</p>	<p>Utiliuse's cost proposal includes pricing for our which meet these requirements, up to 1,000 m fees will apply for usage over the initial 1,000 n As an alternate, since appointment scheduling where meters are inaccessible or when medica this line item by routing calls to our on-site pro on Utiliuse's website. If the City decides this roi clarification can be provided upon contract neg Additional fees apply for confined space entry. Price Proposal for confined space entry costs. F quantity of 90% of the City's 3" and larger mete Pricing reflects utilization of fleet vehicles.</p>
<p>44</p> <p>Safety & Appearance</p> <p>Critical</p>	<p>Be capable of servicing large meter vault in a confined space with proper access certification.</p>	<p>Current Base</p>
<p>45</p> <p>Safety & Appearance</p> <p>Critical</p>	<p>Have vehicles consistent in appearance and approved by the utility.</p>	<p>Current Base</p>
<p>46</p> <p>Safety & Appearance</p> <p>Critical</p>	<p>Have all field personnel wear hi-vis, easily recognizable and consistent uniforms or safety vest containing company name, as well as prominently displayed utility-approved photo identification badges.</p>	<p>Current Base</p>
<p>47</p> <p>Safety & Appearance</p> <p>Critical</p>	<p>Be trained on basic customer service, how to address customer inquiries and when to transfer a customer to the utility.</p>	<p>Current Base</p>
<p>48</p> <p>Safety & Appearance</p> <p>Critical</p>	<p>Leave the customer site in as good or better condition before and after servicing.</p>	<p>Current Base</p>
<p>49</p> <p>Safety & Appearance</p> <p>Critical</p>	<p>Provide proof of background checks, which cover at minimum: criminal history, sex offender registry check, and driver's license verification.</p>	<p>Current Base</p>
<p>50</p> <p>Safety & Appearance</p> <p>Critical</p>	<p>Provide pre-employment 8-panel drug and alcohol screening, random testing during employment, and a policy on identification of intoxication and testing based on reasonable suspicion.</p>	<p>Current Base</p>
<p>51</p> <p>Safety & Appearance</p> <p>Critical</p>	<p>Results from background checks can be provided within limits of the law.</p>	<p>Current Base</p>
<p>51</p> <p>Safety & Appearance</p> <p>Critical</p>	<p>Results from tests and screenings can be provided within limits of the law.</p>	<p>Current Base</p>

52	Safety & Appearance	Critical	Provide safety training for employees.	Current Base
53	Scheduling	Critical	Attempt to notify customer prior to shutting water off, and have a process for handling a moving meter.	Current Base
54	Other	Critical	Remove employees from the project upon request from the utility as deemed necessary by the utility.	Current Base
55	Scheduling	Critical	Assist/coordinate meter installation scheduling according to the outlined deployment strategy, with the utility retaining the right to prioritize routes, neighborhoods, and customers, as needed. Be available during utility's regular business hours (6 a.m. - 8 p.m.), with work beyond normal business hours coordinated with the utility at least two weeks in advance.	Current Base
56	Scheduling	Critical	Have the designated project manager along with key team members onsite and participating in weekly project status meetings, providing written reports on: actual versus projected deployment numbers; unable-to-complete and return-to-utility metrics; issue log (if needed), including RTU and UTC reports; quality assurance results; and inventory audit results.	Current Base
57	Other	Critical	Complete only routes pre-authorized for work by utility Project Manager.	Current Base
58	Scheduling	Critical	Support storage for data capture requirements identified above and up to 10 photos per installation. Utility access to the storage will be provided for a minimum of 1	Current Base
59	Work Order Management System	Critical		Current Base

All prioritized routes need to be identified prior material.

Utiliuse will provide designated personnel; how on-site and remote as needed. A full time on-site provided; however, additional fees will apply. A time field manager will be available providing c our field technicians.

Designated personnel will participate in weekly comply with the requirements requested herei

			year after project completion. Provide training on web interface to contractor provided Work Order Management System.	
60	Data Capture	Critical	Integrate and/or export meter exchange data (meter ID, last meter read, new meter read, installation date, meter model, location, GPS, service order number, etc.) to a format acceptable to CIS.	Current Base
	Work Order Management System	Critical	Provide all work order information to utility at the end of deployment in CSV, Excel, or other standard file format, in addition to labelled photos.	Current Base
61	Work Order Management System	Critical	Provide a work order management system that can be web accessed by at least six (6) utility staff concurrently.	Current Base
62	Work Order Management System	Critical	In the work order management system, provide summary view of planned, incomplete and completed work orders that is updated daily.	Current Base
63	Work Order Management System	Critical	Provide lookup capabilities for individual work order details, with ability to look up by meter no., account no., or other identifiable information.	Current Base
64	Work Order Management System	Critical	Provide reports or filtering tools to view route completion.	Current Base
65	Work Order Management System	Critical	Have a WOMS capable of accepting periodic updates to the database as customers are added/changed within the existing utility meter reading routes.	Current Base
66	Work Order Management System	Critical		Current Base

Access can be provided in a read-only mode.

<p>Pricing for service line material surveying is included in the Price Proposal, under the "other work" section. Please note, each location selected to perform work requires either a meter box hand cleaning or valve service line. Pricing for meter cleaning services is included in the "other work" section of our response. It is our intent that City's meter services are on risers, our cost proposal will need to remove up to 18" of dirt to access the riser. Survey pricing includes labor, materials, information, and uploading into our proprietary system. Current Base</p>	<p>Note the material of service lines leading to the meter or from a meter (including a scratch test to determine if lead or not).</p>	<p>Data Capture Critical</p>
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4 MDMS Vendor

ID	Category	Priority	Requirement	Proposer Response
1	General MDMS	Critical	Accept and store customer account and meter data characteristics (e.g. Meter ID, Parcel ID, account number, account address, etc.) according to the CIS data structure.	The MeterSense SmartWorks Core location and rate appropriate system. The full scope of the process is defined in the proposal. Although no anti-synchronization may be subject to change during discovery.
2	General MDMS	Critical	Have a non-proprietary database file structure that is ODBC-compliant and SQL-compliant, and provided by a standard commercial database supplier	While SmartWorks Core is ODBC-compliant, for the Norman Utility our deployment strategy would implement a standard commercial database supplier.

Item 7.

8	General MDMS Critical	Receive and retain a minimum of three (3) years of events and alarms for immediate (online) utility access.	Fully comply. We and alarms data 1 online plus an ad archive. Current Base
9	General MDMS Critical	Retain a minimum of seven (7) years of interval and register reads archived (cold storage), not inclusive of immediate (online) data.	Fully comply. We and register data of online plus an archive. An addit can be brought ir to additional effc Partially Comply
10	General MDMS Critical	Receive and retain a minimum of seven (7) years of events and alarms archived (cold storage), not inclusive of immediate (online) data.	Fully comply. We and alarms data 1 online plus an ad An additional 2 y brought into scop additional effort/ Partially Comply
11	General MDMS Critical	Process meter-related issues, including, at a minimum: meters with missing reads; and unknown meters.	Fully comply. Sm reports and KPI d thresholds) that 1 of Norman (CITY) Authority can als processes to autc Current Base
12	General MDMS Critical	Process consumption-related issues, including, at a minimum: meter rollover; consumption on a vacant account; zero consumption on an active account; and high and low usage.	Fully comply. Sn automatically prc number of native accounts and zer accounts. Howe this information, the Norman Utili- Engine to set spe automatically prc groups of account Current Base

Norman (CITY) ar
 Authority could f
 'Snowbirds Accot
 and Continuous l
 in SmartWorks Cr

<p>13 General MDMS Critical</p>	<p>Allow for the configuration of high and low usage exception thresholds.</p>	<p>Reporting on Hig is standard functi Compass. Please MDMS (VEE) and for full functional</p> <p>Current Base</p> <p>Each validation a configured at the i. Globally ii. For a Meter (C iii. For a Locatic iv. For a Commu v. For a Locatio vi. For a Meter vii. For a specifi viii. For any con Location Group, (C and Meter Type</p> <p>SmartWorks brin information. Wh SmartWorks we (C (CITY) and the Nc define and create currently in scopi</p>
<p>14 General MDMS Critical</p>	<p>Allow for high and low usage exception thresholds to be set based on customer parameter (e.g., customer class).</p>	<p>Current Base</p>
<p>15 General MDMS Critical</p>	<p>Allow for tolerances in the high and low usage exception thresholds based on weather.</p>	<p>Partially Comply</p>

16	General MDMS Critical	Provide the ability to evaluate billing reads for high and low readings, taking into account same-month previous year historical usage, leak history, and recent trends (e.g., compare previous-year same-month usage and if 2-times higher, flag the account as high, unless there has been a leak on the account in the previous 30 days or the previous 3 months have had higher than normal usage).	Partially Comply	This can be achieved through a routine, subject to refer to Appendix B for full functionality
17	General MDMS Critical	Allow for configurable event notifications based on business rules (e.g. meter has not generated reads within X number of days).	Current Base	All reports (including and event report) can be configured for user defined criteria
18	General MDMS Critical	Accept the CIS rate structure and other conversion for converting reads into billing determinants.	Current Base	Standard function in Compass.
19	General MDMS Critical	Accept register reads via manual entry.	Current Base	SmartWorks Core manually inserted captured in the file and time.
20	General MDMS Critical	Allow for configuration by an authorized user, without the need for new code development by the user, for the following validation parameters: type of service; meter type; customer; customer group; billing cycle; and rate category.	Fully comply. With Norman (CITY) and Authority can specify criteria including: <ul style="list-style-type: none"> i. Globally ii. For a Meter (iii. For a Locatic iv. For a Commu v. For a Locatio vi. For a Meter vii. For a specifi viii. For any con 	Fully comply. With Norman (CITY) and Authority can specify criteria including: <ul style="list-style-type: none"> i. Globally ii. For a Meter (iii. For a Locatic iv. For a Commu v. For a Locatio vi. For a Meter vii. For a specifi viii. For any con
			Current Base	Location Group, (and Meter Type

	<p>SmartWorks Cor internally in Loca ensures that ther data within the d periods. When lo systems, SmartW configuration opt scheme used by 1 before storing in supports a numb savings, to contr end users as well</p> <p>Event Reports & can be filtered by meter, location, meter (including groups.</p> <p>Alignment can be comparison acco parameters.</p> <p>Flexible billing sc MeterSense MDI</p> <ul style="list-style-type: none"> • Our proposal MeterSense MDI on a request-res usually generate billing personnel. response that coi for the meters ar request. • Alternatively, billing schedule v
<p>21</p>	<p>General MDMS Critical</p> <p>Process Daylight Savings time change.</p> <p>Current Base</p>
<p>22</p>	<p>General MDMS Critical</p> <p>Track meter events by billing account (i.e. flags, relocation, reconfiguration, tampering, etc.).</p> <p>Current Base</p>
<p>23</p>	<p>General MDMS Critical</p> <p>Align bill for usage starting with the same date each month for coincident billing (i.e. align with billing period and billing calendar set at the utility).</p> <p>Current Base</p>
<p>24</p>	<p>General MDMS Critical</p> <p>Upon request by CIS for specified accounts and start/end dates, provide the configured billing determinants for each account.</p> <p>Current Base</p>

MeterSense MDI
determinants for
comma delimited
without a specific

25	General MDMS Critical	Provide a tool to analyze and classify customers by actual usage patterns, rather than nominal customer class.	Current Base	SmartWorks Con segment your cu:
26	General MDMS Critical	Store raw reads, validated (via VEE) reads, and calculated billing determinants.	Current Base	Fully comply. Sta MeterSense MDI
27	General MDMS Critical	Allow export of raw reads, VEE reads, and calculated billing determinants via a standard file format (e.g., .csv, .xls, etc.)	Current Base	Fully comply. Sta MeterSense MDI
28	Reporting Critical	Provide the ability to group or sort on compound meters for export of usage data.	Current Base	Supported functi- allows creating cr (virtual meters) a usage data.
29	Reporting Critical	Be capable of aggregating water use for all customers and by customer rate codes using user-defined date/time.	Current Base	Fully supported. the ability to crea groups based on also be imported record such as CI
30	General MDMS Critical	Validate newly provisioned AMI meters are properly configured and communicating correctly.	Current Base	Fully comply. Sta MeterSense MDI
31	General MDMS Critical	Report AMI meters that are not properly configured or communicating incorrectly.	Current Base	Fully comply. Sta MeterSense MDI
32	General MDMS Optional	Support the delivery of past-dated billing determinants to support rebilling.	Current Base	Fully comply. Sta MeterSense MDI

Fully comply. Sm versions. RAW, e subsequent versi as the ones descr listed and proces within MeterSen: exceptions is mat MeterSense MDI the user with cor information to al decisions quickly								
When processing the reviewer ma	<ul style="list-style-type: none"> • Accept current bulk. • Edit reads mani • Have MeterSen • Alter or overrid 	validation routi SmartWorks MDI failing VEE shoul on advanced AI c consumption anc please refer to: A	Current Base	Prediction				
33	VEE	Critical	Have the ability to automatically validate register reads and interval data received from AMI meters to identify missing or invalid data using configurable validation rules.					

There are two types of processes in Met

Extrapolation

Gap Filling

Immediately following a read (if gap filling is enabled) any gaps in the data are filled in. Gaps in the data are temporary communication errors, or may simply be a delay in data being delivered to the system. Gaps are generally a good thing and should be filled in any gaps in the data. In the event of a communication error, the system will attempt to re-read the data. If the error persists, the system will attempt to re-read the data. If the error persists, the system will attempt to re-read the data.

Extrapolation

The Extrapolation process is used to fill in gaps in the data for intervals beyond the current read interval. The Extrapolation process is used to fill in gaps in the data for intervals beyond the current read interval. The Extrapolation process is used to fill in gaps in the data for intervals beyond the current read interval.

Have the ability to automatically estimate missing or invalid register reads and interval data using configurable estimation rules.

34 VEE

Critical

Current Base

<p>Standard function review of exceptions easy and efficient MeterSense MDI context sensitive allow the user to how to handle exceptions validation exceptions may take one of:</p> <ul style="list-style-type: none"> • Accept current bulk. • Edit reads manually • Have MeterSense • Alter or override validation routines • MeterSense stored collected from the Estimated data is Version numbers system for audit 	<p>Current Base</p>	<p>Standard function review of exceptions easy and efficient MeterSense MDI context sensitive allow the user to how to handle exceptions validation exceptions may take one of:</p> <ul style="list-style-type: none"> • Accept current bulk. • Edit reads manually • Have MeterSense • Alter or override validation routines • MeterSense stored collected from the Estimated data is Version numbers system for audit
<p>35 VEE Critical</p> <p>Have the ability to clearly identify to the user any sets of reads or data requiring manual verification or editing.</p>	<p>Current Base</p>	<p>Standard function review of exceptions easy and efficient MeterSense MDI context sensitive allow the user to how to handle exceptions validation exceptions may take one of:</p> <ul style="list-style-type: none"> • Accept current bulk. • Edit reads manually • Have MeterSense • Alter or override validation routines • MeterSense stored collected from the Estimated data is Version numbers system for audit
<p>36 VEE Critical</p> <p>Provide a user interface and tools for viewing, verifying and changing register reads and interval data.</p>	<p>Current Base</p>	<p>Standard function review of exceptions easy and efficient MeterSense MDI context sensitive allow the user to how to handle exceptions validation exceptions may take one of:</p> <ul style="list-style-type: none"> • Accept current bulk. • Edit reads manually • Have MeterSense • Alter or override validation routines • MeterSense stored collected from the Estimated data is Version numbers system for audit

- Have MeterSense
- Alter or override validation routine
- MeterSense stored data is collected from the system
- Estimated data is Version numbers system for audit

Standard function
 Personal review (is made easy and and presents the to other information good decisions and exceptions. When exceptions manual of several actions:

- Accept current bulk.
- Edit reads manually
- Have MeterSense
- Alter or override validation routine
- MeterSense stored data is collected from the system
- Estimated data is Version numbers system for audit

Receive, process and store register reads and interval data from AMI meters where data was previously identified as missing and estimated without delete any previously received or estimated data.

37 VEE

Critical

Current Base

38	VEE	Critical	Have the ability to identify scenarios where estimated data is provided for billing and subsequently, actual read data is received, and should store both the estimate and actual.	Both estimated and identified, flagged are able to identify estimated with versioning of reads are tracked to any change, validating, and manual process.
39	VEE	Critical	Not overwrite, replace or version valid data with estimated data unless replacement occurs by a manual process.	Current Base
40	VEE	Critical	Have the ability to identify reads or data that requires manual verification or editing and provide a user interface for verifying and changing register reads and interval data. An audit trail of all changes should be provided.	Current Base SmartWorks Core and user-friendly and analyze read manual user verification of the report the system is tracked data retained for throughout the audit information is managed security scheme : Compass application tracing and version numbers and not for audit purpose to specified roles privacy. Please refer Security for details
41	VEE	Critical	Have the ability to receive, process, and store reads from external sources (e.g. MV-90; manually captured reads, etc.).	Current Base MDM is flexible and MV-90, manually data captured us Note that our process One AMI and one

				customization an effort/cost might
42	VEE	Critical	Have the ability to assign VEE rule sets to each data channel to allow different VEE behavior for different channels of data.	VEE configuration differently for dif refer to Appendix attached for mor
				Current Base
43	VEE	Critical	Support the modification of existing VEE rules or creation of new VEE rules.	One of the Benef configurable VEE series of highly fl. estimation techn are highly configu directly from the configured at the Group, Meter Ty individual meter. validation routine address utility sp
				Current Base
				There are two ty processes in Met Extrapolation
				Gap Filling
				Immediately follc is enabled) any g filled in. Gaps in i temporary comr meter, or may sir being delivered c generally a good fill in any gaps in detected. In the r
44	VEE	Critical	Estimate interval data based on the characteristics of the meter.	Current Base
				subsequently rep

				new reads will at filled reads.
				Extrapolation The Extrapolation for intervals beyond the interval for the meter required other than to communicate period of time. Nonetheless process produce; hence is not recorded manually read then communicating in register read, the to produce scaled
45	Performance	Critical	Have system parameters optimized for handling real-time event and alarm data (e.g. bursts, system failures, etc.) over routine and batch processes.	Current Base
46	Performance	Optional	Be capable of creating a service request to CIS or a work management system based on meter events and alarms received.	SmartWorks Connect AUS to generate Our solution is capable orders automatic Compass interface typically not required scope, if required Functionality exists the AMI network opportunity for functionality requirement in general Unit of measure is part of the Validation process.
47	Performance	Critical	Receive on-demand reads from the AMI headend within 30 seconds.	Current Base
48	Operations	Optional	Convert the register reading unit of measure to a different billing unit of measure.	Current Base

49	Operations	Critical	Have the ability to truncate received meter register readings to accommodate billing determinate resolutions.	Current Base	As part of the VE truncate.
50	Operations	Critical	Have the ability to associate multiple accounts or meters to a single customer.	Current Base	Comply. Standard MeterSense MDP
51	Reporting	Critical	Allow for utility users to search for records based on the following characteristics: account number, name, address, premises ID number, meter body ID number, register ID number, and endpoints ID number.	Current Base	Comply. Standard MeterSense MDP
52	Reporting	Critical	Provide reporting capabilities and exportability of reports and/or data screens to other file formats (such as .csv or .xlsx).	Current Base	Comply. Standard MeterSense MDP
53	Reporting	Critical	Provide the ability to schedule a report to be generated and distributed on a user-defined-basis.	Current Base	Comply. Standard MeterSense MDP
54	Reporting	Critical	Provide the ability for users to view tables and graphs of data (at interval, daily, weekly, monthly levels) for individual meters, for a selectable date range.	Current Base	Reports can be run and other parameters can be configured. Reports can be run on a tabular & graphical side by side comparison. The amount of data that can be configured in a proposal includes: support a 3yr on demand Usage graphs can be configured to support different user defined reports.
55	Reporting	Critical	Provide reports that compare multiple years (>2) of historical data side-by-side.	Current Base	All of our reporting tools support user configuration with user configuration additional options.
56	Reporting	Critical	Provide reporting tool to allow user-defined date range in graphical and tabular formats.	Current Base	Fully comply. As part of the VE will utilize a URL (CITY) and the Norman Util system. This will support the geospatial view on a map within the report.
57	Reporting	Optional	Render meter records on a map view based on report results.	Current Base	

58	Reporting	Optional	Provide configurable system homepages with reports / KPI / other depending on the user needs (e.g., revenue health, conservation program health, outage management health, revenue protection health).	Current Base	SmartWorks Con Dashboards out c can be enabled w included in our p
59	Reporting	Optional	Have elements of an individual user's system homepage that can be customized using existing tools within the MDM.	Current Base	Every user within customize their h reports/dashboa using their settin
60	Reporting	Optional	Provide a mechanism to detect and report on under-performing/slowing meters.	Partially Comply	SmartWorks Con include reports tl performing/slow an additional mo module not inclu be brought into s
61	Reporting	Optional	Provide a mechanism to detect and report on inappropriate meter sizes.	Partially Comply	SmartWorks Con include reports tl sizes. SmartWork called Water Met in this proposal a at a later date.
62	Virtual Metering	Critical	Provide virtualization of meters using from attributes synchronized with the CIS system (e.g. by pressure zone, meter type or size, customer class, rate group, etc.).	Current Base	Fully supported. : the ability to crez groups based on also be imported record such as CI
63	Virtual Metering	Critical	Provide virtualization of meters using ad hoc meter groups (e.g. via a polygon on a map).	Current Base	SmartWorks Con of meter data inc
64	Virtual Metering	Optional	Be able to establish utility user-defined alarm thresholds for each virtual (aggregation / DMA) meter.	Current Base	City of Norman (C Authority will ha defined thresholc meters (virtual m

SmartWorks Cor account status in generate the folk Consumption Re flagged as "inacti accounts in CIS, it showing consum unauthorized use			
Zero Consumptio the usage profile correlates it to th accounts that are generating accou that are showing indicating a mete configurable thre and Continuous l in SmartWorks C		Provide zero consumption reporting; identify meters with zero consumption and the account is inactive, as well as zero consumption on active accounts.	Current Base
Fully comply. As with the CIS, one consumption on		Provide vacant consumption reporting; identify inactive accounts with consumption.	Current Base
Requires the pur used for forecast with this offer.	Partially Comply	Provide consumption forecasting tools that can identify consumption patterns and predict future consumption based on historical trends and weather predictions.	Current Base
The optional Rate includes a library well as a powerf user-defined prog product and prog supply costs, Ret; utility rates or co The pricing analy		Provide revenue analysis tools to support, at a minimum: revenue profiling daily, monthly and annually; and revenue profiling for billing customer classes or based on user-selected virtual metering.	Current Base

<p>serve with the ne and customer sa can run these sce or location group Pricing for the Ra and associated se</p>	<p>Reporting capabi are in our base sc</p> <p>Reporting capabi are in our base sc</p> <p>SmartWorks Con including: <ul style="list-style-type: none"> • Temperature (F • Humidity (Hour • Wind Speed (H • Wind Direction • Weather Condi • Precipitation (C <p>This data is autor data provider, for within a utility's s automatically ins Compass databas overlay onto usag and customers tc weather patterns can be imported support for this f determine scope.</p> </p>
<p>72 Reporting</p>	<p>Optional</p> <p>Provide water conservation consumption reporting to support, at a minimum: the ability to identify accounts with high water consumption based on monthly consumption targets and non-watering days of the week.</p> <p>Current Base</p>
<p>73 Reporting</p>	<p>Critical</p> <p>Incorporate external data (weather, property, climate) into reporting and analytical reporting tools.</p> <p>Current Base</p>

74	System Admin	Critical	Provide for a minimum of 50 concurrent non-admin users.	Fully comply. Smi- license based the modules. We do
				Current Base
75	System Admin	Critical	Store utility-accessible audit logs for up to three (3) years or a configurable length of time up to ten (10) years.	Comply. All data versions of the di This data can also thereby increasir includes a server and 5yr archive o Additional years Additional cost/e
				Current Base
76	System Admin	Critical	Align the read delivered for billing to the date calendared by CIS.	Flexible billing scl MeterSense MDI • Our proposal i MeterSense MDI on a request-resp usually generate billing personnel. response that col for the meters ar request. • Alternatively, - billing schedule v MeterSense MDI determinants for comma delimitec without a specific
				Current Base

	<p>Real time transac and service conn through SmartW captured. Our pr way MultiSpeak made available ir as it is available, i scheduled uploac leverage MultiSp methods are:</p> <ul style="list-style-type: none"> • On Demand Re. • Remote shut-of • Real Time Even Interface • Real Time Inter • Register Reads • Service Orders <p>SmartWorks will in coordination w updates do not d Coordination witi the City's involve makes new versik SAAS/hosted solt first, typically wit availability.</p> <p>All data in the sy of the data retain Transactional log external systems for review. Audit</p>
<p>77 Systems Integration</p>	<p>Critical</p> <p>Support real-time integration methods (e.g., MultiSpeak, SOAP, XML, Restful API, etc.)</p> <p>Current Base</p>
<p>78 Systems Integration</p>	<p>Critical</p> <p>Provide updates to the MDM Integrations within 3 months of the General Availability of new versions of the AMI Headend System or MDMS.</p> <p>Current Base</p>
<p>79 Systems Integration</p>	<p>Critical</p> <p>Provide synchronization tracking method for request for file exchange with other IT systems, logging request for file exchange, and completion of file exchange requests by MDMS.</p> <p>Current Base</p>

administrative us
includes integrati

Note that our prc
one AMI and one
brought into scop
requirements. M
but we are backv
MultiSpeak 3.0 h.
and is still the mc
supported versio
4.1 is beginning t
and contains mar
much better sup
technology. Smar
simultaneously si

4.1. The SmartW,
interface automa
incoming request
same version. Co
MultiSpeak versio
different version:
sent to different
that leverage Mu
methods are:
- On Demand Rea
- Remote Connec
- Real Time Event
- Register Read B
- Real Time Inten
- Register Reads I
- Service Orders

80 Systems Integration Critical Support the transfer of data to and from the AMI headend and other utility systems using real-time communication protocols or other common interface models to ensure transfer of data.

Current Base

81	Systems Integration	Critical	Accept scheduled batch files.	Current Base	Fully comply. We files
82	Systems Integration	Critical	Originate and receive real-time data transfers with the AMI headend (i.e., on demand read request/response).	Current Base	Fully comply. Rea request read, anc are brokered thr information is ca] (CITY) and the Nc to implement AU many of these ta: within the AUS C
83	Systems Integration	Optional	Support an interface with email and SMS to send alarms or status reports to designated recipients.	Current Base	All reports within scheduled and se can be accomplis within the rules €
84	Systems Integration	Critical	Support integration as identified in Appendix 1.	Current Base	This proposal incl and one AMI syst and listed as opti included at this ti scope at a later d
85	On-Demand Read	Critical	Support on-demand meter reads by authorized users.	Current Base	Fully comply. Sh the Norman Utili implement AUS's task can be perfo AUS CIS interface SmartWorks Corr
86	On-Demand Read	Critical	Support on-demand meter reads of multiple meters at once by authorized users.	Current Base	initiate Mass Ren reads for multiple including the veri transactions via t

	<p>SmartWorks Con initiate on-demand on – including th these transactor the user. Autom these commands Automation Rule that best practice record (typically 1 to minimize busit Rules configurati it is subject to dis effort.</p>	Current Base									
87	On-Demand Read	Critical	Provide the capability to schedule an on-demand read operation to be initiated at a specified time.								
88	Security	Critical	Have collected metering data to be owned by the utility; and that this data may not be used by any other party unless prior authorization / approval is granted.	Current Base	Standard offering	MDM belongs to	LDAP configurati	functionality. We	to implement ISC	engagements, ho	and is implement administrator.
89	Security	Critical	Provide a secure login (e.g. authentication with LDAP) in compliance with ISO27001 to prevent access by unauthorized users.	Partially Comply							
90	Security	Critical	Provide two factor authentication for system access.	Partially Comply							
91	Security	Critical	Support user authentication and authorization by role in compliance with ISO27001.	Current Base	Typical deployme	within the utility	secure encrypted	deployment. It is	utility's security f	access to authori	connected to the utility's firewall. A opportunity to in

current engagement based, and is implemented by systems administrators. SmartWorks Security

All data in the system of the data retained in the database level, available processes, if available application level, the application are maintained using the entire SmartWorks highly structured data. Versions recorded in the system data can also be increased thereby increasing the opportunity for our current engagement. Appendix - SmartWorks Compliant. Security Compass includes interfaces including user application interfaces. Comply. SFTP is compliant with other options. Standard functions. This can be enabled user configuration

92 Security Critical Provide authorized users' access to audit logs in compliance with ISO27001 that shall track all changes to interval usage, register meter reads and configuration data.

Partially Comply

93 Security Critical Secure web interfaces (i.e. 'https') and utilize appropriate encryption and authentication.

Current Base

94 Security Critical Secure / encrypt all file transfers to other systems (e.g., via SFTP, AES 128-bit encryption, RSA key, etc.).

Current Base

95 Security Critical Support a lockout for a configurable number (minimum 3) of failed login / access attempts.

Current Base

96	Security	Critical	Enable and support IP filtering.	<p>IP filtering is offered to their individual A range to each inc network).</p> <p>Current Base</p>
97	Security	Critical	<p>Provide automated methods of preventing cross-site scripting (XSS) attacks or SQL injection attacks from compromising the databases or software functions.</p>	<p>Cross site scriptir vulnerabilities are web applications ensure they cannot be separated from individuals. All current (web presentmer and is delivered i Customer Conne of XSS for interne considered low-r efforts to elimina vulnerabilities, th Compass function based user interf been made immu</p> <p>Current Base</p>
98	Security	Critical	<p>Provide Network Layer IP filtering solution to allow access only from the utility's IP address to the Vendor environment (especially hosted for the utility).</p>	<p>IP filtering is offered to their individual A range to each inc network). Vendo and test databas subject to netwo addressed during</p> <p>Current Base</p>
99	Security	Critical	<p>Securely transfer/process data between the utility and the Vendor's environment through SITE-TO-SITE VPN communication, enhanced with Multi-Factor Authentication (MFA).</p>	<p>IP filtering is offered to their individual A range to each inc network). Vendo and test databas subject to netwo addressed during</p> <p>Current Base</p>

				range to each inc network).
100	Security	Critical	Securely encrypt utility's data during the operational process, hosted at rest, and the backup stage, at the Vendor's environment (including Vendor's contracting organization's environment)	Comply. Please r
				Current Base
101	Security	Critical	Offer robust disaster recovery and business continuity solutions with maximum 8 (eight) hours RTO (Recovery Time Objective) (i.e., in the event of a disaster, the services offered by the Vendor shall not exceed 8 hours downtime).	Our proposal incl The 8-hour RTO r using our high av Pricing for the H/ upon request. Pl Architecture Post Comply. SmartW 99.8% uptime 24 maintenance win SmartWorks utili: provider. Each cli single tenant dat application serve host and zone ba authorized comin database servers zones. Direct Log servers is restrict Host firewall rule movement betw zone.
				Partially Comply
				Current Base
102	Security	Critical	Offer 99.8% up-time in the Service Level Agreement (SLA).	Comply. SmartW 99.8% uptime 24 maintenance win SmartWorks utili: provider. Each cli single tenant dat application serve host and zone ba authorized comin database servers zones. Direct Log servers is restrict Host firewall rule movement betw zone.
				Current Base
103	Security	Critical	For systems hosted using third-party cloud services, such as AWS: offer a secured, logically separated IT environment in cloud consistent with the AWS_Security_Compute_Services_Whitepaper document (https://d1.awsstatic.com/whitepapers/Security/Security_Compute_Services_Whitepaper.pdf).	Current Base
				Current Base
104	Security	Critical	Offer authentication and authorization from the "utility's environment to the Vendor's environment" and "Vendor's environment to the cloud-hosted environment" enhanced with SSO and MFA.	IP filtering is offe their individual A restricted by con range to each inc network).
				Current Base

105	Security	Critical	<p>Offer IP filtering for all the applications and database access to the Vendor's environment and to the cloud environment.</p>	<p>IP filtering is offered to their individual A range to each inc network). Vendor and test databases. Current Base</p>
106	Security	Critical	<p>Provide automated methods of preventing cross-site scripting (XSS) attacks or SQL injection attacks from compromising the databases or software functions.</p>	<p>Cross site scripting vulnerabilities are web applications ensure they can individuals. All customers (web presentmer been separated f and is delivered i Customer Connect of XSS for interne considered low-r efforts to elimina vulnerabilities, th Compass function based user interf been made immu Current Base</p>
107	Security	Critical	<p>Provide Network Layer IP filtering solution to allow access only from the utility's IP address to the Vendor environment (especially hosted for the utility).</p>	<p>IP filtering is offered to their individual A range to each inc network). Vendor and test databases subject to netwo addressed during Current Base</p>

108	Security	Critical	Securely transfer/process data between the utility and the Vendor's environment through SITE-TO-SITE VPN communication, enhanced with Multi-Factor Authentication (MFA).	IP filtering is offered to their individual A restricted by con range to each inc network). Vendor and test databases subject to network addressed during
109	Security	Critical	Securely encrypt utility's data during the operational process, hosted at rest, and the backup stage, at the Vendor's environment (including Vendor's contracting organization's environment)	Compliant. Security Compass include interfaces including user application i
110	Security	Critical	Offer robust disaster recovery and business continuity solutions with maximum 8 (eight) hours RTO (Recovery Time Objective) (i.e., in the event of a disaster, the services offered by the Vendor shall not exceed 8 hours downtime).	Our proposal includes The 8-hour RTO r using our high av Pricing for the H/ upon request. Plk Architecture Post
111	Security	Critical	Offer 99.8% up-time in the Service Level Agreement (SLA).	Comply. SmartW 99.8% uptime 24 maintenance win SmartWorks utili: provider. Each cli single tenant dat.
112	Security	Critical	For systems hosted using third-party cloud services, such as AWS: offer a secured, logically separated IT environment in cloud consistent with the AWS_Security_Compute_Services_Whitepaper document (https://d1.awsstatic.com/whitepapers/Security/Security_Compute_Services_Whitepaper.pdf).	application serve host and zone ba authorized comm database servers zones. Direct Log servers is restrict Host firewall rule

movement between zones.

113 Security Critical Offer authentication and authorization from the “utility’s environment to the Vendor’s environment” and “Vendor’s environment to the cloud-hosted environment” enhanced with SSO and MFA. Current Base IP filtering is offered to their individual A ranges (restricted by configuration range to each internal network). Vendor and test databases subject to network address during

114 Security Critical Offer IP filtering for all the applications and database access to the Vendor’s environment and to the cloud environment. Current Base IP filtering is offered to their individual A ranges (restricted by configuration range to each internal network). Vendor and test databases subject to network address during

5 Customer Portal Vendor

ID	Category	Priority	Requirement	Proposer Response	Proposer Comment
1	System Design	Critical	Include a mobile-responsive website.	Current Base	
2	System Design	Critical	Support log-in with email/username and password by utility staff.	Current Base	
3	System Design	Critical	Support log-in with email/username and password by utility customer.	Current Base	

4	System Design	Critical	Allow users to sign up requiring only personal and billing information, and without intervention or input from utility staff.	Current Base
5	System Design	Critical	Require email or phone authorization to complete the user sign-up process.	Current Base
6	System Design	Critical	Provide for 35 simultaneous active utility staff users.	Current Base
7	System Design	Critical	Present usage information with billing amounts in hourly, daily, weekly, and monthly increments for each account. Support capability to visually differentiate/identify (via text, color, etc.) various types of reads (e.g., estimated, manual) on consumption graph. Be capable of displaying all intervals as valid (no indication that it is an estimate).	Current Base
8	System Design	Optional	Support customer comparison of past usage in: hours, days, weeks, months, and years.	Current Base
9	System Design	Critical	Support comparison of customers' usage information for up to 3 years.	Current Base
10	System Design	Critical	Support comparison of customers' current usage to a monthly budget.	Current Base
11	System Design	Optional	Provide budget recommendations based on customer demographics, geography, household makeup, or other factors.	Current Base
12	System Design	Optional	Support monitoring of multiple accounts with a single account sign-on.	Current Base
13	System Design	Optional	Provide weather-related data to the customer as an overlay to consumption data.	Current Base
14	System Design	Critical	Allow users to convert units of measure for usage data (e.g., from cubic feet to gallons and vice versa).	Current Base
15	System Design	Critical	Infinity CEP can suggest measures for consumption patterns.	Current Base

16	System Design	Critical	Support changing default interface language (e.g., from English to Spanish).	Current Base
17	System Design	Optional	Enable customer to request start, stop, or transfer of service.	Current Base
18	System Design	Critical	Support branding with utility's styling.	Current Base
19	System Design	Critical	Support a CSR portal that mirrors the customer portal.	Current Base
20	System Design	Critical	Support CSV, XLS, and PDF file download capability for customers for interval and billing data.	Current Base
21	System Design	Optional	Support pay-as-you-go (pre-pay) payment functionality.	Current Base
22	System Design	Optional	Support collection of household data (e.g., number of persons in household, number and kind of appliances, etc.) through an optional form.	Current Base
23	System Design	Critical	Provide separate production, test, and dev environments prior to go-live.	Current Base
24	Events/Notifications	Critical	Enable customer to opt-in or opt-out from all events and notifications.	Current Base
25	Events/Notifications	Critical	Support alerts and notifications via email for bill due dates for residential and commercial customers.	Current Base
26	Events/Notifications	Critical	Support alerts and notifications via SMS for bill due dates for residential and commercial customers.	Current Base
27	Events/Notifications	Critical	Support customer self-configuration preferences for notifications channels (SMS text, e-mail, etc.).	Current Base
28	Events/Notifications	Critical	Support customer notification channel preferences (SMS text, e-mail, etc.) configuration by CSR.	Current Base

29	Events/NotificationsCritical	Support budget monitoring notifications for residential and commercial customers.	Current Base
30	Events/NotificationsCritical	Support customer configured alert for approaching or crossing a customer established threshold.	Current Base
31	Events/NotificationsCritical	Support past due payment notifications for residential and commercial customers.	Current Base
32	Events/NotificationsCritical	Support utility configured notifications to alert customer when they are approaching the next billing tier.	Current Base
33	Events/NotificationsCritical	Support automated incentives and rebates messaging relevant to customers by utility-specified attribute, such as active service (e.g., efficient appliances rebate notification sent to only customers with active service) via email.	Current Base
34	Events/NotificationsCritical	Support automated incentives and rebates messaging relevant to customers by utility-specified attribute, such as active service (e.g., efficient appliances rebate notification sent to only customers with active service) via SMS .	Current Base
35	Events/NotificationsCritical	Support automated incentives and rebates messaging relevant to customers by utility-specified attribute, such as active service (e.g., efficient appliances rebate notification sent to only customers with active service) via push notification.	Current Base
36	Events/NotificationsCritical	Support conservation alerts and notifications via email based on weather conditions (e.g., email to encourage conservation triggered by pre-defined temperature or precipitation criteria).	Current Base

37	Events/NotificationsCritical	Support conservation alerts and notifications via SMS based on weather conditions (e.g., text message to encourage conservation triggered by pre-defined temperature or precipitation criteria).	Current Base
38	Events/NotificationsCritical	Support conservation alerts and notifications via push notification based on weather conditions (e.g., text message to encourage conservation triggered by pre-defined temperature or precipitation criteria).	Current Base
39	Events/NotificationsCritical	Support customer opt-in for newsletters and other utility programs.	Current Base
40	Events/NotificationsCritical	Support notification via email for service disruptions.	Current Base
41	Events/NotificationsCritical	Support notification via SMS for service disruptions.	Current Base
42	Events/NotificationsCritical	Support notification via push notification for service disruptions.	Current Base
43	Events/NotificationsCritical	Enable customer to contact CSR through e-mail.	Current Base
45	Events/NotificationsCritical	Support tracking of utility programs (e.g., rebates, conservation, etc.).	Current Base
46	Events/NotificationsCritical	Support automated leak notifications and provide a library of self-service tips or help to resolve customer issue without utility intervention.	Current Base

This is accomplished through a combination of (

Need further clarification on the workflow. Once CSR email address/inbox, they can use any ema

This is accomplished through a combination of (

CEP needs the intelligent MDM to identify the k automated through the portal.

47	Billing	Optional	Allow users to view total consumption-to-date and corresponding bill amount-to-date for the given billing period (based on utility rates, tiers, and other fees).	Current Base
48	Billing	Optional	Support customer tools to establish savings goals based on prior usage.	Current Base
49	Billing	Optional	Support functionality for utility to establish savings goals for customers based on prior usage.	Current Base
50	Billing	Optional	Support residential usage comparison to all similarly-sized homes.	Current Base
51	Billing	Optional	Support residential usage comparison to similarly-sized homes in a defined geographic area.	Current Base
52	Billing	Critical	Support double entry of key information, such as email address and account numbers to ensure entry accuracy.	Current Base
53	Billing	Optional	Provide the ability to display bills directly from third party bill print processors or to mimic the print bill.	Current Base
54	Billing	Optional	Support self-service bill date extension based on utility-defined requirements (e.g., account in good standing, no past bills due, etc.)	Current Base
55	Systems Integration	Critical	Support the transfer of data to and from the AMI headend and other utility systems using real-time communication protocols or other common interface models to ensure transfer of data.	Current Base
56	Systems Integration	Critical	Accept scheduled batch files.	Current Base
57	Systems Integration	Critical	Support integration as identified in Appendix 1.	Current Base
58	Security	Critical	Log lock-out status by utility staff account.	Current Base

59	Security	Critical	Log lock-out status by utility customer account.	Current Base
60	Security	Critical	Support temporary lockout after a number of failed log-in attempts by utility staff.	Current Base
61	Security	Critical	Support temporary lockout after a number of failed log-in attempts by utility customer.	Current Base
62	Security	Optional	Support two factor authentication for log-in by utility staff.	Current Base
63	Security	Optional	Support two factor authentication for log-in by utility customer.	Current Base
64	Security	Critical	Provide mechanisms which audit access and modification events within the system.	Current Base
65	Security	Critical	Provide a security audit store which includes the date and time of the event, type of event, subject identity, and the outcome (success or failure) of the event.	Current Base
66	Security	Critical	Provide access control mechanisms (i.e., Identification & Authentication mechanisms) which prevent unauthorized access of information and resource.	Current Base
67	Security	Critical	Reject messages/requests that are received from unauthorized systems or devices.	Current Base
68	Security	Critical	Support utility customer self-service password reset.	Current Base
69	Security	Critical	Support utility customer password reset by CSR.	Current Base
70	Security	Critical	Encrypt all personally identifiable information stored outside of the CIS or MDM system.	Current Base
71	Security	Critical	Support DMZ placement of the web portal server.	Current Base
72	System Design	Critical	Present usage information in configurable units of measure from the MDM or AMI	Current Base

73	System Design	Critical	MDM or AMI provided data will be available to customers within 1 hour of receiving the data.	Current Base
75	Outages	Critical	Be able to display number of customers affected, outage start time, estimated time of restoration, outage cause, and crew status.	Current Base
76	Leaks	Critical	Provide automated customer leak notification and provide users a library of leak resolution tips/help to resolve leaks without utility intervention.	Current Base
77	Leaks	Optional	Support changing leak resolution library language (e.g., from English to Spanish).	Current Base
79	Events/Notifications	Critical	Enable customer to opt-in or opt-out from all events and notifications.	Current Base
80	Events/Notifications	Optional	Support alerts and notifications via email.	Current Base
81	Events/Notifications	Optional	Support alerts and notifications via SMS.	Current Base
82	Events/Notifications	Optional	Support alerts and notifications via mobile push notification.	Current Base
84	Events/Notifications	Critical	Support customer self-configuration preferences for notifications channels (SMS text, e-mail, etc.).	Current Base
85	Events/Notifications	Critical	Support customer notification channel preferences (SMS text, e-mail, etc.) configuration by CSR.	Current Base
87	Events/Notifications	Critical	Support multiple email addresses and phone numbers for notifications.	Current Base
88	Events/Notifications	Optional	Support customer opt-in for newsletters and other utility programs.	Current Base
89	Events/Notifications	Optional	Support notification for service disruptions.	Current Base
90	Events/Notifications	Critical	Be able to group customer by some characteristic (class, ZIP code, etc.) to send an outbound message.	Current Base

CEP needs the intelligent MDM to identify the leaks automated through the portal.

91	Events/Notifications	Critical	Be able to group customer by an arbitrary geography (i.e., via a polygon drawn on a map) to send an outbound message.	Current Base
92	Events/Notifications	Critical	Support changing default events/notifications language (e.g., from English to Spanish).	Current Base
93	Contact	Optional	Enable customer to contact CSR through e-mail.	Current Base
95	Contact	Optional	Enable customer to contact CSR through webform.	Current Base
96	Contact	Optional	Provide an automated confirmation email to a customer on successful submittal of a webform.	Current Base
97	Conservation	Optional	Provide tips to customers on how to reduce or conserve usage.	Current Base
98	Conservation	Optional	Support conservation alerts and notifications.	Current Base
99	Conservation	Optional	Support tracking of utility rebate programs per customer.	Current Base
100	Conservation	Optional	Offer customers the ability to submit rebate applications online.	Current Base
101	Conservation	Optional	Support customer tools to establish savings goals based on prior usage.	Current Base
102	Conservation	Optional	Support functionality for utility to establish savings goals for customers based on prior usage.	Current Base
103	Conservation	Optional	Provide a user with the capability of 'home audit' features, such as the use of a consumption calculator to assess and track the consumption appliances or other types of use within the home.	Current Base

Need further clarification on the workflow. Once CSR email address/inbox, they can use any ema

105	Conservation	Optional	Have the ability to view, remotely manage, and control smart home appliances and HVAC systems.	Current Base
107	Conservation	Optional	Support demand response program and events, including view of curtailment data for DR programs and summary information on savings realized.	Current Base
110	Comparison	Critical	Support customer comparison of past usage in: hours, days, weeks, months, quarters, and years.	Current Base
111	Comparison	Critical	Support comparison of customers' usage information for up to 3 years.	Current Base
112	Comparison	Optional	Support comparison of customers' current usage to a monthly budget.	Current Base
114	Comparison	Critical	Provide users comparison tools based on historical data, including: aggregate and daily average consumption for historical time periods; and usage trending over time.	Current Base
115	Comparison	Critical	Support residential usage comparison by rate or customer class.	Current Base
117	Comparison	Critical	Support residential usage comparison to similarly-sized homes in a defined geographic area or neighborhood.	Current Base
118	Billing	Optional	Support bill due dates notifications for residential and commercial customers.	Current Base
119	Billing	Optional	Support budget monitoring notifications for residential and commercial customers.	Current Base
120	Billing	Critical	Support high bill alerts notifications for residential and commercial customers.	Current Base
121	Billing	Critical	Support usage spike/high usage notifications for residential and commercial customers.	Current Base

122	Billing	Critical	Support customer configured alert for approaching or crossing a customer established threshold.	Current Base
123	Billing	Optional	Support past due payment notifications for residential and commercial customers.	Current Base
124	Billing	Optional	Support utility-configured notifications to alert customer when they are approaching the next billing tier.	Current Base This can be done as long as the customer has no notifications.
125	Billing	Optional	Allow users to view total consumption-to-date and corresponding bill amount-to-date for the given billing period (based on utility rates, tiers, and other fees).	Current Base
127	Billing	Optional	Provide the ability to display bills directly from third party bill print processors or to mimic the print bill.	Current Base
128	Billing	Optional	Support display for bill details, such as: bill period, total due this period, previous balance due, previous bill amount, total bill amount, and due date.	Current Base
129	Billing	Optional	Provide a bill explainer tool to identify causes of high consumption/bills.	Current Base
130	Billing	Critical	Provide a link to a bill payment portal. Provide a 'Payment Locations' feature/link where user shall be able to view the details for various physical locations of the utility for bill payment purposes, including the ability to display the information on a map in the solution.	Current Base
132	Billing	Optional	Provide tools for projected bill amount based on consumption.	Current Base

EXHIBIT I – SENSUS WARRANTIES

Sensus Limited Warranty

G-500 R26

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

2. SR II® and accuSTREAM™ 5/8", 3/4" & 1" Meters are warranted to perform to new meter accuracy level set forth in the SR II and accuSTREAM Data Sheets available at sensus.com for five (5) years from the date of Sensus shipment or until the registration shown below, whichever occurs first. Sensus further warrants that the SR II and accuSTREAM meters will perform to at least AWWA Repaired Meter Accuracy Standards for fifteen (15) years from the date of Sensus shipment or until the registration shown below, whichever occurs first:

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

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

4. iPERL® Meters that register water flow are warranted to perform to the accuracy levels set forth in the iPERL Data Sheet available at sensus.com for twenty (20) years from the date of Sensus shipment. The iPERL System Component warranty does not include the external housing.

5. SR II maincases are warranted to be free from defects in material and workmanship for twenty-five (25) years from the date of Sensus shipment. accuSTREAM maincases will be free from defects in material and workmanship for fifteen (15) years from the date of Sensus shipment.

6. Sensus OMNI™, OMNI+ Meters and Propeller Meters are warranted to perform to as set forth in OMNI and Propeller data sheets for eighteen (18) months from the date of Sensus shipment.

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

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

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

9. Sensus Electric and Gas Meters are warranted pursuant to the General Limited Warranty available at sensus.com/TC.

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

Electronic TouchPad	10 years
Act-Pak® Remote Monitoring Instruments	1 year
Gas SmartPoint® Modules and Batteries	20 years ¹
7500 series Hand-Held Device	2 years
Vehicle Gateway Base Station (VGB) and other AMR Equipment	1 year
EasyLink Reader	1 Year
CPTP100	20 years ²
FlexNet Base Station (including the R100NA and M400 products)	1 year
RM4160	1 Year
iPERL System Battery and iPERL System Components	20 years ³
Sensus® Electronic Register+™	20 years ⁴
Sensus® Smart Gateway Sensor Interface	1 year ⁵
SmartPoint® 510M/520M/515M/512M Modules and Batteries	20 years ⁶

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

Batteries	15 years ⁶
Sensors	5 years
Valve & Gear Motor	5 years ⁷
SmartPoint 510M/520M Modules and Batteries in service w/ally	15 years ⁶

¹ Sensus will repair or replace non-performing Gas SmartPoint Modules (configured to the factory setting of six transmissions per day under normal system operation of up to one demand read to each SmartPoint Module per month and up to five firmware downloads during the life of the product) and batteries.

² Sensus will repair or replace non-performing CPTP100 modules (configured at factory setting of four transmissions per day under normal system operations of up to one demand read per month and up to five firmware downloads during the life of the product) and batteries.

³ Sensus will repair or replace non-performing:

- iPERL System Batteries, and/or the iPERL System flowtube, the flow sensing and data processing assemblies, and the register ("iPERL System Components") with hourly reads manufactured after April 2018,

- SmartPoint 510M/520M/515M//512M-PLS/522M Modules manufactured after April 2018 (configured to the factory setting of six transmissions per day under normal system operation of up to one demand read to each SmartPoint Module per month and up to five firmware downloads during the life of the product) and batteries, unless the SmartPoint 510M/520M/522M Module is ever paired with an ally Meter, which immediately amends the warranty terms to those described in Section 11;

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

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

⁴ Sensus will repair or replace non-performing Sensus Electronic Register+™ with hourly reads for the first ten (10) years from the date of Sensus shipment, and for the remaining ten (10) years, at a prorated percentage, applied towards the published list prices in effect for the year product is accepted by Sensus under warranty conditions according to the following schedule:

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

⁵ Sensus® Smart Gateway Sensor Interface warranty valid only for analog Meter Sample Rates of four times per hour with a Standard Transmitt Rate of hourly or greater for the analog channel(s).

⁶ If applicable, any SmartPoint 510M/520M Modules ever paired with an ally Meter are warranted with the following limitations:

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

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

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

⁷ Notwithstanding the foregoing, valve and gear motor components of ally Meters are not warranted beyond two thousand (2000) Valve State Operations, even if the warranty period provided herein has not yet expired. As used herein, "Valve State Operations" means adjustments of the Meter to open, close, or reduce flow.

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

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

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

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

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

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

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

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

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

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

17. Limitation of Liability. SENSUS' AGGREGATE LIABILITY IN ANY AND ALL CAUSES OF ACTION ARISING UNDER, OUT OF OR IN RELATION TO THIS AGREEMENT, ITS NEGOTIATION, PERFORMANCE, BREACH OR TERMINATION (COLLECTIVELY "**CAUSES OF ACTION**") SHALL NOT EXCEED THE TOTAL AMOUNT PAID BY CUSTOMER TO SENSUS UNDER THIS AGREEMENT. THIS IS SO

WHETHER THE CAUSES OF ACTION ARE IN TORT, INCLUDING, WITHOUT LIMITATION, NEGLIGENCE OR STRICT LIABILITY, IN CONTRACT, UNDER STATUTE OR OTHERWISE.

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

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

Sensus AMI System Performance Warranty

Item 7.

CF-C-WAR-00-01-0814-017A

1. Terms of Sale

Sensus USA Inc. ("Sensus") warrants the performance of the AMI System to the Customer as set forth below. This warranty and all products and services sold or otherwise provided by Sensus directly to the Customer are pursuant to the Sensus Terms of Sale, available at: <http://na.sensus.com/TC/TermsConditions.pdf> ("Terms of Sale").

2. Performance Warranty. The "Performance Warranty" is as follows:

A. **Warranty.** Sensus warrants to Customer that the AMI System deployed for a particular Utility Customer meets the performance test standards set forth below in section 3 ("Performance Test Standards") from the Effective Date until the Warranty End Date. If the Utility Customer's AMI System does not meet such Performance Test Standards, then as Sensus' sole obligation and Customer's sole remedy, Sensus shall take steps that Sensus deems necessary, in Sensus' sole discretion, to cause the AMI System to satisfy the Performance Test Standards. Such steps may include Sensus' delivery to the Utility Customer (without charge to the Utility Customer) the hardware for additional RF Field Equipment, provided that all RF Field Equipment shall be located and installed as directed by Sensus. Utility Customer shall have title to all equipment provided pursuant to this subsection (A). Notwithstanding anything to the contrary, Customer shall pay for any Recurrent RF Field Equipment Fees and any Ongoing Fees for all equipment provided pursuant to this subsection (A).

B. **Limitations.** The Performance Warranty shall only apply; (i) to the Meter Data; (ii) from the Effective Date until the Warranty End Date; (iii) if Sensus has completed a propagation study for the applicable Utility Customer based on the Performance Test Standards, such propagation study has been approved in writing (including without limitation, by email) by Sensus, and such propagation study has been agreed to in writing (including without limitation, by email) by the Utility Customer ("Certified Propagation Study") (for clarity, the Certified Propagation Study consists of all documents of the propagation study, including without limitation, the server map and the document describing the Required RF Field Equipment locations and antennae details); (iv) if the Utility Customer has entered into a Spectrum Lease Agreement with Sensus; (v) if all the Required RF Field Equipment identified in the Certified Propagation Study is installed; (vi) if the Required RF Field Equipment is installed as described in the Certified Propagation Study, including without limitation, in the locations and at the heights identified in the Certified Propagation Study; and (vii) the Required RF Field Equipment is operating and has been maintained to Sensus' specifications (collectively, the "Requirements"). If any Requirement is not satisfied, then: the Performance Warranty is void; Sensus has no obligation to remedy the AMI System performance; Sensus has no obligation to provide RF Field Equipment hardware at no cost; and Customer is responsible for purchasing such RF Field Equipment, even if it is necessary to meet the specifications set forth in the Performance Test Standards. Furthermore, if new and/or different RF Field Equipment locations are required as a result of not meeting any Requirements, Customer agrees to: pay Sensus for the completion of any additional propagation studies; pay Sensus for the additional RF Field Equipment hardware; perform the necessary site preparation; and pay for any Recurrent RF Field Equipment Fees and any Ongoing Fees for all equipment purchased pursuant to this subsection (B). Any equipment required pursuant to this subsection (B) is added to the definition of "Required RF Field Equipment."

3. Performance Test Standards

A. Generally.

- i. The parties shall mutually agree on specific reading routes (each a "Route"). Each Route will be separately tested with the intent to provide incremental acceptance of distinctly defined geographical areas and populations of meters. Each Route shall contain a statistical sample of Test Units ("Route Units"). Route Units only include the Test Units installed in the applicable Route. For Utility Customers with any combination of water, gas, and electricity Endpoints, the water Endpoints, gas Endpoints, and electricity Endpoints will each be tested separately according to the procedure below. For clarity, a single Route will not have a combination of water, gas, and electricity meters, but it will consist of only water, gas, or electricity Test Units.
- ii. Before beginning the Performance Test Standards, all Route Units must be installed. Customer shall send written notice to Sensus once the Test Equipment and all Route Units are installed ("Route Deployment"). Such notice shall indicate the date on which the Route Deployment was completed ("Route Deployment Date").
- iii. Within thirty (30) days after the Route Deployment Date, the parties shall begin the Performance Test Standards on the Route. Customer, Utility Customer, and Sensus shall work in good faith to complete the Performance Test Standards no later than thirty (30) days after commencement of testing.

B. Route Read Success Test.

- i. The Route Read Success Test will measure the percentage of Route Units that deliver valid billable meter reads during the Billing Window. The Route Read Success Test only measures reads sent from the Route Units; it does not include on demand reads. The commencement date of the Billing Window shall be agreed by Customer and Sensus.

$$\text{Route Read Success} = 100 \times \frac{\text{(# of Route Units that deliver a valid billable meter read during the Billing Window)}}{\text{(total # of Route Units in the applicable Route)}}$$

- ii. If Route Read Success is equal or greater than the Success Percentage during one Billing Window, the Performance Test Standards for that Route has passed. Customer shall promptly issue written notice to Sensus that either (a) Sensus has not successfully completed the Performance Test Standards for the applicable Route; or (b) Sensus has successfully completed the Performance Test Standards for the applicable Route and such notice shall specify the applicable Route and shall state the date on which the Route Read Success Test was successfully completed. If Customer does not issue such notice within five days of completion of the test, then the test is automatically deemed successfully passed. Sensus has no obligation to continue optimizing the system and meeting performance specifications upon successful completion of the Performance Test Standards for each Route. This process shall continue until all Routes have successfully completed the Performance Test Standards. If Sensus does not successfully complete the Performance Test Standards for the applicable Route, then upon receipt of notice, Sensus shall fulfill its obligations in Section 2 above, and the applicable Route shall be retested within a reasonable time.
- iii. Upon completion of the Performance Test Standards for all Routes, Customer shall promptly issue written notice to Sensus that either (a) Sensus has not successfully completed the Performance Test Standards for the AMI System; or (b) Sensus has successfully completed the Performance Test Standards for the AMI System and such notice shall state the date on which the Performance Test Standards was successfully completed. If Customer does not issue such notice within five days of completion of the tests, then the Performance Test Standards for the AMI System is automatically deemed successfully passed. If Sensus does not successfully complete the Performance Test Standards, then upon receipt of notice, Sensus shall fulfill its obligations in Section 2 above, and the AMI System shall be retested within a reasonable time.

4. **THE WARRANTY SET FORTH IN SECTION 2 OF THIS PERFORMANCE WARRANTY IS THE ONLY WARRANTY RELATED TO THE PERFORMANCE OF THE AMI SYSTEM. SENSUS EXPRESSLY DISCLAIMS ANY AND ALL OTHER REPRESENTATIONS, WARRANTIES, CONDITIONS, EXPRESSED, IMPLIED, STATUTORY OR OTHERWISE, REGARDING ANY MATTER IN CONNECTION WITH THESE TERMS OF SALE, INCLUDING WITHOUT LIMITATION, WARRANTIES AS TO FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, NON-INFRINGEMENT AND TITLE.**

5. **SENSUS ASSUMES NO LIABILITY FOR COSTS OR EXPENSES ASSOCIATED WITH LOST REVENUE OR WITH THE REMOVAL OR INSTALLATION OF EQUIPMENT. THE FOREGOING REMEDIES ARE CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES FOR THE PERFORMANCE OF THE AMI SYSTEM.**

6. **Limitation of Liability.** SENSUS' AGGREGATE LIABILITY IN ANY AND ALL CAUSES OF ACTION ARISING UNDER, OUT OF OR IN RELATION TO THIS WARRANTY AND ALL OTHER AGREEMENTS BETWEEN SENSUS AND CUSTOMER, THEIR NEGOTIATION, PERFORMANCE, BREACH OR TERMINATION (COLLECTIVELY "CAUSES OF ACTION") SHALL NOT EXCEED (I) IF CUSTOMER IS ALSO THE UTILITY CUSTOMER, THE TOTAL AMOUNT PAID BY CUSTOMER TO SENSUS; OR (II) IF CUSTOMER IS NOT THE UTILITY CUSTOMER, THE TOTAL AMOUNT PAID BY CUSTOMER TO SENSUS SOLELY IN RELATION TO THE UTILITY CUSTOMER. THIS IS SO WHETHER THE CAUSES OF ACTION ARE IN TORT, INCLUDING WITHOUT LIMITATION, NEGLIGENCE OR STRICT LIABILITY, IN CONTRACT, UNDER STATUTE OR OTHERWISE. AS A SEPARATE AND INDEPENDENT LIMITATION ON LIABILITY, SENSUS' LIABILITY SHALL BE LIMITED TO DIRECT DAMAGES. SENSUS SHALL NOT BE LIABLE FOR: (I) ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; NOR (II) ANY REVENUE OR PROFITS LOST BY CUSTOMER, UTILITY CUSTOMER OR EITHER OF THEIR AFFILIATES FROM ANY END USER(S), IRRESPECTIVE OF WHETHER SUCH LOST REVENUE OR PROFITS IS CATEGORIZED AS DIRECT DAMAGES OR OTHERWISE; NOR (III) ANY IN/OUT COSTS; NOR (IV) MANUAL METER READ COSTS AND EXPENSES. The limitations on liability set forth herein are fundamental inducements to Sensus. They apply unconditionally and in all respects. They are to be interpreted broadly so as to give Sensus the maximum protection permitted under law. To the maximum extent permitted by law, no Cause of Action may be instituted against Sensus more than TWELVE (12) MONTHS after the Cause of Action first arose. In the calculation of any damages in any Cause of Action, no damages incurred more than TWELVE (12) MONTHS prior to the filing of the Cause of Action shall be recoverable.

Sensus AMI System Performance Warranty

7. Definitions.

Any terms used in this Performance Warranty as defined terms, and which are not defined herein, shall have the meanings given to those terms in the Terms of Sale, as defined above.

- A. **"AMI System"** identifies the Sensus FlexNet Advanced Meter Infrastructure System deployed by the Customer, comprised of the SmartPoint Modules, RF Field Equipment, regional network interface (RNI), software, FCC licenses, and other Sensus equipment provided to Customer and/or to the Utility Customer. The AMI System only includes the foregoing, as provided by Sensus to the Utility Customer, either directly or through a Sensus authorized distributor. The AMI System does not include goods, equipment, software, licenses or rights provided by a third party(ies).
- B. **"Available Meter"** means an installed Sensus FlexNet meter (with a SmartPoint Module installed) or a Sensus SmartPoint Module which has been installed on a third party meter, and which, in either case, is not an Unavailable Meter (or on an Unavailable Meter in the case of SmartPoint Modules on third party meters) and which satisfies all of the following criteria: (i) it functions properly, is powered, and is not a damaged or failed meter; (ii) if applicable, it is in a deployment area of meters such that a sufficient number of two-way meters are in range of each other; (iii) it is serviced by RF Field Equipment that has not been subjected to a power failure greater than eight (8) total hours; (iv) neither it nor the RF Field Equipment that serves that meter has been affected by a Force Majeure event; (v) jamming of the radio spectrum is not preventing or interfering with radio communication to or from the meter; (vi) it is installed in the Service Territory; (vii) it has not been reported to Utility Customer under Sensus' or Utility Customer's preventative maintenance; (viii) its functioning or performance has not been adversely affected by a failure of Customer and/ or Utility Customer to perform its obligations or tasks for which it is responsible, including without limitation, testing and confirming that the socket to which the meter will be/is connected is in safe operating condition, is fully functional, is not corroded, does not contain improperly installed jaws or other deficiencies, complies with ANSI standards, and is not "hot", damaged, or otherwise in need of maintenance or repair; (ix) its functioning or performance has not been adversely affected by a failure or insufficiency of the back haul telecommunications network for communications among the components of the Sensus AMI System; and (x) it has been installed in compliance with the procedures and specifications approved by Customer and Sensus.
- C. **"Billing Window"** for a meter means the four day period commencing one day prior to the relevant billing day for such meter and ending two days after such billing day. The Billing Window for testing purposes shall be agreed by Customer and Sensus.
- D. **"Customer"** means the entity that purchases goods and/or services directly from Sensus.
- E. **"Effective Date"** means the date the Utility Customer signs the Spectrum Lease Agreement between Utility Customer and Sensus.
- F. **"End User"** means any end user of electricity, water, and/or gas (as applicable) that pays Utility Customer for the consumption of electricity, water, and/or gas, as applicable.
- G. **"Endpoints"** mean both (a) Sensus FlexNet meters (with a SmartPoint Module installed); and (b) Sensus SmartPoint Modules which have been installed on a third party meter.
- H. **"Force Majeure"** means an event beyond a party's reasonable control, including without limitation, acts of God, hurricane, flood, volcano, tsunami, tornado, storm, tempest, mudslide, vandalism, illegal or unauthorized radio frequency interference, strikes, lockouts, or other industrial disturbances, unavailability of component parts of any goods provided hereunder, acts of public enemies, wars, blockades, insurrections, riots, epidemics, earthquakes, fires, restraints or prohibitions by any court, board, department, commission or agency of the United States or any States, any arrests and restraints, civil disturbances and explosion.
- I. **"In/Out Costs"** means any costs and expenses incurred in transporting goods between to and from End User's premises and any costs and expenses incurred in installing, uninstalling and removing goods.
- J. **"Meter Data"** means the specific metering information, including without limitation, locations and antenna heights, provided to Sensus by Utility Customer in writing prior to the earlier of the; (i) Effective Date; and (ii) the date set forth on the propagation study (collectively, the "Data Date"). The parties recognize and agree that the RF Field Equipment site design and build is based on the specific Meter Data provided to Sensus. For clarity, the Meter Data only contains the information specifically provided to Sensus by the Utility Customer in writing prior to the Data Date. By way of example only (and not as an exhaustive list), the "Meter Data" includes the latitudes and longitudes of each meter, the location of each module either inside or outside (outside is assumed), and, for meters in pits, whether the radio is installed through or under the lid (the assumption is through the lids). New or different metering locations and/ or antenna heights provided after the Data Date are not included as part of the Meter Data.
- K. **"Ongoing fees"** means any reoccurring monthly or annual fees, including without limitation, fees for software and spectrum leases.
- L. **"Recurrent RF Field Equipment Fees"** means any and all costs, fees, and expenses required to; (i) warrant the RF Field Equipment; and (ii) install and keep the RF Field Equipment located in the field, including without limitation, site procurement and preparation fees, fees related to building poles or towers, tower lease fees, costs of electricity supply, and any local, state, or federal government taxes or charges.
- M. **"Remote Transceiver"** identifies the Sensus standalone, mounted relay device that takes the radio frequency readings from the SmartPoint Modules and relays them directly to the RNI by TCP/IP backhaul communication.
- N. **"Required RF Field Equipment"** means the number, location, and height of the RF Field Equipment set forth in the Certified Propagation Study.
- O. **"RF Field Equipment"** means the FlexNet Base Stations, Echo Transceivers, and Remote Transceivers.
- P. **"Service Territory"** identifies the geographic area where Utility Customer provides electricity, water, and/or gas (as applicable) services to End Users as of the Effective Date. This area will be described in Utility Customer and Sensus' spectrum lease filing with the FCC.
- Q. **"Spectrum Lease Agreement"** means a written, signed agreement between Sensus and Utility Customer whereby the Utility Customer leases certain spectrum from Sensus. The Spectrum Lease Agreement may be included as part of a larger agreement, such as an AMI Agreement or a Software License and Spectrum Lease Agreement.
- R. **"Success Percentage"** means, of the covered meters in the propagation study, 98.5%.
- S. **"Test Equipment"** means the number of RF Field Equipment and production RNIs set forth in the Certified Propagation Study. The Test Equipment specifically does not include test RNIs or backup RNIs; it only includes production RNIs.
- T. **"Test Units"** means Endpoints that are both; (i) Available Meters throughout the entire test period; and (ii) are covered meters, as depicted on the Certified Propagation Study.
- U. **"Unavailable Meters"** include meters with sockets with power cut at the pole, meters that are booted on the line side, sockets that are not provided power due to a power delivery system failure, meters with tamper, theft or other human induced failures that render the meter or SmartPoint Module incapable of providing a read, a Force Majeure event induced failures of the power delivery system, socket or meter, and/ or any system or meter maintenance issue that precludes the meter from transmitting its message to the network. Examples of Unavailable Meters include: (i) Cut At Pole: a meter for which power has been turned off to the socket by Utility Customer; (ii) Booted on Line Side: nominally a meter for which power has been turned off by placing "boots" in the socket from which the power to the meter has effectively been turned off; (iii) Failed or flawed power delivery to the meter socket: Utility Customer power generation, distribution or delivery system failure that has effectively turned off power to the socket and/or meter; (iv) Tampered Meters: sockets, meters or distribution assets that have been modified by unauthorized personnel rendering the meter incapable of providing accurate usage readings from that meter; (v) Broken TouchCoupler unit: the TouchCoupler unit is damaged by intentional or unintentional acts; (vi) Broken Clip: the clip that holds the TouchCoupler unit into the radio package housing is broken and the unit cannot complete the inductive electrical connection; (vii) Improper installation of the TouchCoupler unit: the TouchCoupler unit is not pushed all the way into the housing clip causing the unit to not be able to complete the inductive electrical connection; (viii) Unit not installed through the pit lid: the unit is not installed with the antenna positioned through the pit lid and properly secured with the retaining nut. The radio unit must also be securely attached to the antenna section; (ix) Radio unit not securely attached to the Antenna unit: The water-proof SmartPoint Module housing is not properly installed and secured to the antenna unit; (x) Damaged antenna: the unit's antenna is damaged by intentional or unintentional acts; (xi) Damaged radio package: the unit's water-proof radio package is damaged by intentional or unintentional acts; (xii) Data Base errors: the unit is removed from the system but not updated in the database. The unit is still shown as in the system when in fact has been removed; (xiii) Phantom Units: the unit is removed from the system but is still transmitting and being heard by the system; and (xiv) Other Installation Defect: the unit is otherwise installed improperly so that it does not communicate with the FlexNet Base Station.
- V. **"Utility Customer"** means the utility customer that uses the Sensus goods and services in its AMI System regardless of whether such goods and services are purchased directly from Sensus or from a Sensus authorized distributor. For clarity, the Utility Customer is also the Customer if the Utility Customer purchases directly from Sensus.
- W. **"Warranty End Date"** means the earlier of; (i) the third anniversary of the Effective Date; (ii) successful completion of the applicable Performance Test Standards; or (iii) the termination or expiration of the Spectrum Lease Agreement between Utility Customer and Sensus.

EXHIBIT J – PERFORMANCE, PAYMENT, AND MAINTENANCE BONDS

Norman Utilities Authority
Project WA0351/WB0351
Advanced Water Metering

Contract K-2324-35
RFP 2223-13
B-2324-69
Surety Bond Number 0854219

PERFORMANCE BOND

Know all men by these presents that Thirkettle Corporation dba Utiliuse, as PRINCIPAL, and Harco National Insurance Company, a corporation organized under the laws of the State of Illinois, and authorized to transact business in the State of Oklahoma, as SURETY, are held and firmly bound unto NORMAN UTILITIES AUTHORITY, a Public Trust of the State of Oklahoma, herein called AUTHORITY, in the sum of Sixteen million, eight hundred twenty-seven thousand, nine hundred twelve and 23/100 Dollars \$16,827,912.23, for the payment of which sum PRINCIPAL and SURETY bind themselves, their heirs, executors, administrators, successors and assigns jointly and severally.

WHEREAS, the conditions of this obligation are such, that the PRINCIPAL, being the successful bidder on the following PROJECT:

PROJECT WA0351/WB0351
ADVANCED WATER METERING
NORMAN, OKLAHOMA

has entered into a written CONTRACT (K-2324-35) with the AUTHORITY, dated APRIL 9, 2024 to perform and complete said PROJECT, that CONTRACT being incorporated herein by reference as if fully set forth.

NOW, THEREFORE, if PRINCIPAL shall, in all particulars, well and truly perform and abide by the CONTRACT and all specifications and covenants thereto; and if the PRINCIPAL shall promptly pay or cause to be paid all indebtedness incurred for labor and materials and repairs to and parts for equipment furnished in the making of this PROJECT, whether incurred by the PRINCIPAL or subcontractors; and if the PRINCIPAL shall protect and hold harmless the AUTHORITY from all loss, damage, and expense to life or property suffered or sustained by any person, firm, or corporation caused by the PRINCIPAL or his or its agents, servants, or employees in the construction of the PROJECT, or by or in consequence of any negligence, carelessness or misconduct in guarding and protecting the same, or from any act or omission of the PRINCIPAL or his or its agents, servants, or employees; and if the PRINCIPAL shall protect and save the AUTHORITY harmless from all suits and claims of infringement or alleged infringement or patent rights or processes, then this obligation shall be null and void. Otherwise this obligation shall remain in full force and effect.

It is further expressly agreed and understood by the parties hereto that no changes or alterations in the CONTRACT and no deviations from the plan or mode of procedure herein fixed shall have the effect of releasing the sureties, or any of them, from the obligations of this Bond.

It is further expressly agreed that the PRINCIPAL'S obligations under this Bond include payment of not less than the prevailing hourly rate of wages as established by the Commissioner of Labor and by the Secretary of the U.S. Department of Labor or as determined by a court on appeal.

Norman Utilities Authority
Project WA0351/WB0351
Advanced Water Metering

Contract K-2324-35
RFP 2223-13
B-2324-69
Surety Bond Number 0854219

IN WITNESS WHEREOF, the PRINCIPAL has caused these presents to be executed in its name and its corporate seal (where applicable) to be hereunto affixed by its duly authorized representative(s), on the ____ day of _____, 2024, and the SURETY has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its authorized representative(s) on the 5th day of April, 2024.

(Corporate Seal) (where applicable)

ATTEST

Thirkettle Corporation dba Utiliuse
PRINCIPAL

Signed:

TITLE: President/CEO



Authorized Representative

Christopher Newville - Manager
Name and Title

Address: 4050 Flat Rock Drive, Riverside, CA 92505

Telephone: (210) 967-6300

(Corporate Seal)

ATTEST

[Signature]
Corporate Secretary

Harco National Insurance Company
SURETY

Signed: [Signature]
Authorized Representative

Emilie George, Attorney-in-Fact
Name and Title

Address: 702 Oberlin Road Raleigh, NC 27605 - 0800

Telephone: (919) 833-1600

CORPORATE ACKNOWLEDGEMENT

CORPORATE RESOLUTION OF AUTHORIZED SIGNATORY

I, Thomas Thirkettle, the undersigned President and Chief Executive Officer of Thirkettle Corporation dba Aqua-Metric Sales Company dba Utiliuse, a California corporation duly organized and existing under the laws of the State of California with its principal location at 4050 Flat Rock Drive, Riverside, CA 92505 (collectively the "Corporation"), hereby authorize Christopher Newville, Manager, with the signing authority of documents on behalf of the Corporation and to act upon and take such steps as appropriate and in connection with the Corporation's operational business initiatives and written instruments, including but without limitation to proposals, agreements, documents, transfers, assignments, contracts, obligations, certificates and other instruments of whatever nature so delegated by the Corporation (the "Documents") and entered into by the Corporation upon having received my consent of such Documents.

RESOLVED, that, by a quorum of the Board of Directors meeting called and held on under the state laws of California and Bylaws of the Corporation on February 24, 2023, where said resolution appears on record within the Official Minutes of the Board of Directors meeting, the Board of Directors approved to authorize and empower Mr. Newville to make, execute, endorse and deliver the Documents in the name of and on behalf of the corporation,.

I, Thomas Thirkettle, hereby certify by authorized signature and seal of the Corporation, as attested by the Secretary of the Corporation, that the foregoing statements are held to be true and accurate in accordance with state law and the Bylaws of the Corporation this 24th day of February, 2023.



Thomas Thirkettle, President & CEO



Attest: Lea Thirkettle, Vice President & Secretary



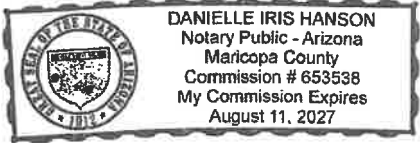
ARIZONA NOTARY ACKNOWLEDGMENT

State of Arizona }
County of Maricopa }

On this APR 05 2024, before me Danielle Hanson
[Name of Notary Public]


personally appeared Emilie George, whose identity was proven
[Name of Signer]

to me on the basis of satisfactory evidence to be the person who he or she claims to be, and
acknowledged that he or she signed the above/attached document.



Witness my hand and official seal.

(Seal)
[Affix Seal Here]



Signature of Notary Public

POWER OF ATTORNEY
HARCO NATIONAL INSURANCE COMPANY
INTERNATIONAL FIDELITY INSURANCE COMPANY
Member companies of IAT Insurance Group, Headquartered: 4200 Six Forks Rd, Suite 1400, Raleigh, NC 27609

KNOW ALL MEN BY THESE PRESENTS: That **HARCO NATIONAL INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of Illinois, and **INTERNATIONAL FIDELITY INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of New Jersey, and having their principal offices located respectively in the cities of Rolling Meadows, Illinois and Newark, New Jersey, do hereby constitute and appoint

JOE MCGRADY, P. AUSTIN NEFF, EMILIE GEORGE, CHRISTINE WOOLFORD, IRENE LUONG, ALEXANDER R. HOLSHEIMER, THAO LUU, JAMES W. MOILANEN, YUNG T. MULLICK, DANIELLE HANSON
Mission Viejo, CA

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY**, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** and is granted under and by authority of the following resolution adopted by the Board of Directors of **INTERNATIONAL FIDELITY INSURANCE COMPANY** at a meeting duly held on the 13th day of December, 2018 and by the Board of Directors of **HARCO NATIONAL INSURANCE COMPANY** at a meeting held on the 13th day of December, 2018.

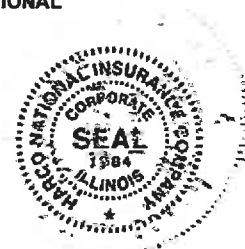
"**RESOLVED**, that (1) the Chief Executive Officer, President, Executive Vice President, Senior Vice President, Vice President, or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** have each executed and attested these presents on this 31st day of December, 2023



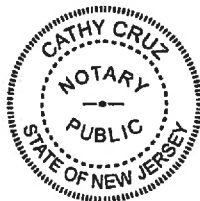
STATE OF NEW JERSEY
County of Essex

STATE OF ILLINOIS
County of Cook



Michael F. Zurcher
Executive Vice President, Harco National Insurance Company
and International Fidelity Insurance Company

On this 31st day of December, 2023, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY**; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.



IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.

Cathy Cruz a Notary Public of New Jersey
My Commission Expires April 16, 2029

CERTIFICATION

I, the undersigned officer of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand on this day, April 05, 2024

A00964

Irene Martins, Assistant Secretary

Norman Utilities Authority
Project WA0351/WB0351
Advanced Water Metering

Contract K-2324-35
RFP 2223-13
B- 2324-70
Surety Bond Number 0854219

STATUTORY BOND

Know all men by these presents that Thirkettle Corporation dba Utiliuse, as PRINCIPAL, and Harco National Insurance Company, a corporation organized under the laws of the State of Illinois, and authorized to transact business in the State of Oklahoma, as SURETY, are held and firmly bound unto NORMAN UTILITIES AUTHORITY, a Public Trust of the State of Oklahoma, herein called AUTHORITY, in the sum of Sixteen million, eight hundred twenty-seven thousand, nine hundred twelve and 23/100 Dollars \$16,827,912.23, for the payment of which sum PRINCIPAL and SURETY bind themselves, their heirs, executors, administrators, successors and assigns jointly and severally.

WHEREAS, the conditions of this obligation are such, that the PRINCIPAL, being the lowest and best bidder on the following PROJECT:

PROJECT WA0351/WB0351
ADVANCED WATER METERING
NORMAN, OKLAHOMA

has entered into a written CONTRACT (K-2324-35) with the AUTHORITY, dated APRIL 9, 2024 to perform and complete said PROJECT, that CONTRACT being incorporated herein by reference as if fully set forth.

NOW, THEREFORE, if the PRINCIPAL, shall properly and promptly complete the work on this PROJECT in accordance with the CONTRACT, and shall well and truly pay all indebtedness incurred for labor and materials and repairs to and parts for equipment furnished in the making of the PROJECT, whether incurred by the PRINCIPAL, his subcontractors, or any material men, then this obligation shall be void. Otherwise this obligation shall remain in full force and effect. If debts are not paid within thirty (30) days after the same becomes due and payable, the person, firm, or corporation entitled thereto may sue and recover on this Bond, subject to the provisions of 61 O.S. 1981 §2, for the amount so due and unpaid.

It is further expressly agreed and understood by the parties hereto that no changes or alterations in said CONTRACT and no deviations from the plan or mode of procedure herein fixed shall have the effect of releasing the SURETIES, or any of them, from the obligation of this Bond.

It is further expressly agreed that the PRINCIPAL'S obligations under this Bond include payment of not less than the prevailing hourly rate of wages as established by the Commissioner of Labor of the State of Oklahoma and by the Secretary of the U.S. Department of Labor or as determined by a court on appeal.

Norman Utilities Authority
Project WA0351/WB0351
Advanced Water Metering

Contract K-2324-35
RFP 2223-13
B- 2324-70
Surety Bond Number 0854219

IN WITNESS WHEREOF, the PRINCIPAL has caused these presents to be executed in its name and its corporate seal (where applicable) to be hereunto affixed by its duly authorized representative(s), on the _____ day of _____, 2024, and the SURETY has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its authorized representative on the 5th day of April, 2024.

(Corporate Seal) (where applicable)

ATTEST

Thirkettle Corporation dba Utiliuse
PRINCIPAL

Signed:

TITLE: President/CEO



Authorized Representative

Christopher Newville - Manager
Name and Title

Address: 4050 Flat Rock Drive, Riverside, CA 92505

Telephone: (210) 967-6300

(Corporate Seal)

ATTEST

[Signature]
Corporate Secretary

Harco National Insurance Company
SURETY

Signed: [Signature]
Authorized Representative

Emilie George, Attorney-in-Fact
Name and Title

Address: 702 Oberlin Road Raleigh, NC 27605 - 0800

Telephone: (919) 833-1600

CORPORATE RESOLUTION OF AUTHORIZED SIGNATORY

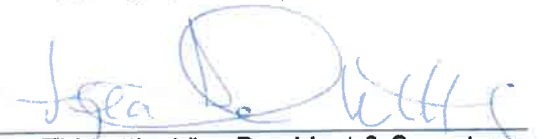
I, Thomas Thirkettle, the undersigned President and Chief Executive Officer of Thirkettle Corporation dba Aqua-Metric Sales Company dba Utiliuse, a California corporation duly organized and existing under the laws of the State of California with its principal location at 4050 Flat Rock Drive, Riverside, CA 92505 (collectively the "Corporation"), hereby authorize Christopher Newville, Manager, with the signing authority of documents on behalf of the Corporation and to act upon and take such steps as appropriate and in connection with the Corporation's operational business initiatives and written instruments, including but without limitation to proposals, agreements, documents, transfers, assignments, contracts, obligations, certificates and other instruments of whatever nature so delegated by the Corporation (the "Documents") and entered into by the Corporation upon having received my consent of such Documents.

RESOLVED, that, by a quorum of the Board of Directors meeting called and held on under the state laws of California and Bylaws of the Corporation on February 24, 2023, where said resolution appears on record within the Official Minutes of the Board of Directors meeting, the Board of Directors approved to authorize and empower Mr. Newville to make, execute, endorse and deliver the Documents in the name of and on behalf of the corporation,.

I, Thomas Thirkettle, hereby certify by authorized signature and seal of the Corporation, as attested by the Secretary of the Corporation, that the foregoing statements are held to be true and accurate in accordance with state law and the Bylaws of the Corporation this 24th day of February, 2023.




Thomas Thirkettle, President & CEO


Attest: Lea Thirkettle, Vice President & Secretary

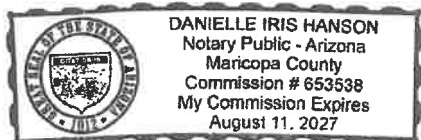
ARIZONA NOTARY ACKNOWLEDGMENT

State of Arizona
County of Maricopa }

On this APR 05 2024, before me Danielle Hanson
[Name of Notary Public]

personally appeared Emilie George, whose identity was proven
[Name of Signer]

to me on the basis of satisfactory evidence to be the person who he or she claims to be, and
acknowledged that he or she signed the above/attached document.



Witness my hand and official seal.

(Seal)
[Affix Seal Here]


Signature of Notary Public

POWER OF ATTORNEY
HARCO NATIONAL INSURANCE COMPANY
INTERNATIONAL FIDELITY INSURANCE COMPANY
Member companies of IAT Insurance Group, Headquartered: 4200 Six Forks Rd, Suite 1400, Raleigh, NC 27609

KNOW ALL MEN BY THESE PRESENTS: That **HARCO NATIONAL INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of Illinois, and **INTERNATIONAL FIDELITY INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of New Jersey, and having their principal offices located respectively in the cities of Rolling Meadows, Illinois and Newark, New Jersey, do hereby constitute and appoint

JOE MCGRADY, P. AUSTIN NEFF, EMILIE GEORGE, CHRISTINE WOOLFORD, IRENE LUONG, ALEXANDER R. HOLSHEIMER, THAO LUU, JAMES W. MOILANEN, YUNG T. MULLICK, DANIELLE HANSON

Mission Viejo, CA

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY**, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** and is granted under and by authority of the following resolution adopted by the Board of Directors of **INTERNATIONAL FIDELITY INSURANCE COMPANY** at a meeting duly held on the 13th day of December, 2018 and by the Board of Directors of **HARCO NATIONAL INSURANCE COMPANY** at a meeting held on the 13th day of December, 2018.

"RESOLVED, that (1) the Chief Executive Officer, President, Executive Vice President, Senior Vice President, Vice President, or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** have each executed and attested these presents on this 31st day of December, 2023



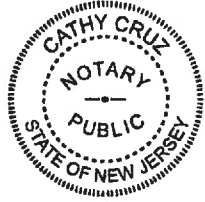
STATE OF NEW JERSEY
County of Essex

STATE OF ILLINOIS
County of Cook



Michael F. Zurcher
Executive Vice President, Harco National Insurance Company
and International Fidelity Insurance Company

On this 31st day of December, 2023, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY**; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.



IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.

Cathy Cruz a Notary Public of New Jersey
My Commission Expires April 16, 2029

CERTIFICATION

I, the undersigned officer of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand on this day, April 05, 2024

Irene Martins, Assistant Secretary

Norman Utilities Authority
Project WA0351/WB0351
Advanced Water Metering

Contract K-2324-35
RFP 2223-13
MB-2324-66
Surety Bond Number 0854219

MAINTENANCE BOND

Know all men by these presents that Thinkettle Corporation dba Utiliuse, as PRINCIPAL, and Harco National Insurance Company, a corporation organized under the laws of the State of Illinois, and authorized to transact business in the State of Oklahoma, as SURETY, are held and firmly bound unto NORMAN UTILITIES AUTHORITY, a Public Trust of the State of Oklahoma, herein called AUTHORITY, in the sum of Sixteen million, eight hundred twenty-seven thousand, nine hundred twelve and 23/100 Dollars \$16,827,912.23, for the payment of which sum PRINCIPAL and SURETY bind themselves, their heirs, executors, administrators, successors and assigns jointly and severally.

WHEREAS, the conditions of this obligation are such, that the PRINCIPAL, being the successful bidder on the following PROJECT:

PROJECT WA0351/WB0351
ADVANCED WATER METERING
NORMAN, OKLAHOMA

has entered into a written CONTRACT (K-2324-35) with the AUTHORITY, dated APRIL 9, 2024 to perform and complete said PROJECT, that CONTRACT being incorporated herein by reference as if fully set forth.

WHEREAS, under the ordinances of the AUTHORITY, the PRINCIPAL is required to furnish to the AUTHORITY a maintenance bond covering said construction of this PROJECT, the bond to include the terms and provisions hereinafter set forth, as a condition precedent to final acceptance of the PROJECT.

NOW THEREFORE, if the PRINCIPAL shall keep and maintain, subject to normal wear and tear, the construction, except for defects not occasioned by improper workmanship, materials, or failure to protect new work until it is accepted, and if the PRINCIPAL shall promptly repair, without notice from the AUTHORITY or expense to the AUTHORITY any and all defects arising from improper workmanship, materials, or failure to protect new work until it is accepted; all for a period of two (2) years from the date of the written final acceptance by the AUTHORITY, then this obligation shall be null and void. Otherwise, this obligation shall remain in full force and effect at all times.

Provided further, however, that upon neglect, failure or refusal of the PRINCIPAL to maintain or make any needed repairs upon the construction on the PROJECT, as set out in the preceding paragraph, within ten (10) days after the mailing of notice to the PRINCIPAL by letter deposited in the United States Post Office at Norman, Oklahoma, addressed to the PRINCIPAL at the address set forth below, then the PRINCIPAL and SURETY shall jointly and severally be liable to the AUTHORITY for the cost and expense for making such repair, or otherwise maintaining the said construction.

If is further expressly agreed and understood by the parties hereto that no changes or alterations in said CONTRACT and no deviations from the plan or mode of procedure herein fixed shall have the effect of releasing the sureties, or any of them, from the obligations of this Bond.

Norman Utilities Authority
Project WA0351/WB0351
Advanced Water Metering

Contract K-2324-35
RFP 2223-13
MB-2324-66
Surety Bond Number 0854219

IN WITNESS WHEREOF, the said PRINCIPAL has caused these presents to be executed in its name and its corporate seal (where applicable) to be hereunto affixed by its duly authorized representative(s), on the _____ day of _____, 2024, and the SURETY has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its authorized representative(s) on the 5th day of April, 2024.

(Corporate Seal) (where applicable)
ATTEST

Thirkettle Corporation dba Utiliuse
PRINCIPAL

Signed:

TITLE: President/CEO



Authorized Representative

Christopher Newville - Manager
Name and Title

Address: 4050 Flat Rock Drive, Riverside, CA 92505

Telephone: (210) 967-6300

(Corporate Seal)
ATTEST

Harco National Insurance Company
SURETY

[Signature]
Corporate Secretary

Signed: [Signature]
Authorized Representative

Emilie George, Attorney-in-Fact
Name and Title

Address: 702 Oberlin Road Raleigh, NC 27605 - 0800

Telephone: (919) 833-1600

CORPORATE RESOLUTION OF AUTHORIZED SIGNATORY


I, Thomas Thirkettle, the undersigned President and Chief Executive Officer of Thirkettle Corporation dba Aqua-Metric Sales Company dba Utiliuse, a California corporation duly organized and existing under the laws of the State of California with its principal location at 4050 Flat Rock Drive, Riverside, CA 92505 (collectively the "Corporation"), hereby authorize Christopher Newville, Manager, with the signing authority of documents on behalf of the Corporation and to act upon and take such steps as appropriate and in connection with the Corporation's operational business initiatives and written instruments, including but without limitation to proposals, agreements, documents, transfers, assignments, contracts, obligations, certificates and other instruments of whatever nature so delegated by the Corporation (the "Documents") and entered into by the Corporation upon having received my consent of such Documents.

RESOLVED, that, by a quorum of the Board of Directors meeting called and held on under the state laws of California and Bylaws of the Corporation on February 24, 2023, where said resolution appears on record within the Official Minutes of the Board of Directors meeting, the Board of Directors approved to authorize and empower Mr. Newville to make, execute, endorse and deliver the Documents in the name of and on behalf of the corporation,.

I, Thomas Thirkettle, hereby certify by authorized signature and seal of the Corporation, as attested by the Secretary of the Corporation, that the foregoing statements are held to be true and accurate in accordance with state law and the Bylaws of the Corporation this 24th day of February, 2023.




Thomas Thirkettle, President & CEO


Attest: Lea Thirkettle, Vice President & Secretary

File Attachments for Item:

8. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2324-36: BY AND BETWEEN THE NORMAN UTILITIES AUTHORITY AND SENSUS USA, INC., FOR THE SOFTWARE AS A SERVICE AND SPECTRUM LEASE AGREEMENT FOR THE ADVANCED WATER METER INFRASTRUCTURE PROJECT.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 04/09/2024

REQUESTER: Nathan Madenwald, P.E., Utilities Engineer

PRESENTER: Nathan Madenwald, P.E., Utilities Engineer

ITEM TITLE: CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2324-36: BY AND BETWEEN THE NORMAN UTILITIES AUTHORITY AND SENSUS USA, INC., FOR THE SOFTWARE AS A SERVICE AND SPECTRUM LEASE AGREEMENT FOR THE ADVANCED WATER METER INFRASTRUCTURE PROJECT.

BACKGROUND:

The City of Norman water system includes approximately 41,000 water meters that measure water usage for water and sewer billing purposes. The majority of the meters (approximately 39,000) are manually read by meter readers (physically remove the meter lid and read the current usage on the register) and 2,000 meters are read using automated meter reading (AMR; remote sensor used to collect data while driving by in a truck). As the number of meters increase, staffing levels would have to proportionally increase to ensure that meters are read timely and accurately. Insufficient staffing levels can result in missed reads or inaccurate reads that impact customer service and billing revenues. Additionally, the majority of the water meters in Norman have aged past their expected useful life and warrant replacement.

The current state of the water industry is such that Advanced Metering Infrastructure (AMI) has become more commonplace and is being implemented by more utilities. With AMI, meters would be read remotely using cellular infrastructure on water towers (or additional elevated towers if necessary) multiple times per day. With this new system, the following benefits will be realized:

1. Meter reads would occur regularly ensuring more accurate billing;
2. Improved customer service since usage data will be more available to the customer and leak or usage alerts could be configured to notify the customer more timely;
3. Aged meters will be replaced with new, more accurate meters; and
4. Staff would no longer be required to read each meter manually and could be used for other work efforts.

On June 8, 2021, the Norman Utilities Authority (NUA) approved Contract K-2021-75. This contract included work to complete the Assessment Phase of the project and confirm that the NUA had a positive business case to implement Advanced Water Meter Infrastructure. This information was presented to the NUA/City Council on September 28, 2021. Amendment 1 to

the contract was approved on October 26, 2021, to provide consulting services through the procurement phase of the project. Amendment 2 to the contract was approved on December 13, 2022, to provide consulting services through the implementation phase of the project

Request for Proposal RFP-2223-13 was issued on August 26 and September 1, 2022 to prospective vendors. Five proposals were received in accordance with RFP-2223-13 and were reviewed by a City evaluation team. Three proposers were “short-listed” for the project and were interviewed on November 15-17, 2022. Thirkettle Corporation, dba Utiliuse, (“Utiliuse”) was unanimously selected as the best vendor.

A grant from the United States Bureau of Reclamation (USBOR) was received by the NUA on February 14, 2023, in the amount of \$2,000,000. With this funding, additional purchasing limitations were required and these were referenced within RFP-2223-13. Specifically, Build America Buy America (BABA) was required which created challenges for the industry since no vendors can meet the requirements (including the five proposers on this project). As such, contracting was delayed until a waiver was issued allowing the use of materials not meeting BABA requirements. This waiver was issued on February 15, 2024, and was applicable to all water metering projects with USBOR funding.

Additionally, a loan from the Oklahoma Water Resources Board under Clean Water State Revolving Fund (“SRF”) was approved on November 4, 2022. The total funding authorized was \$15,000,000 for use on the Advanced Water Metering Project.

DISCUSSION:

This project, in total, includes five agenda items for consideration in order to ensure completion. The items are listed below with their contract numbers and descriptions of their purpose:

1. Contract K-2324-35 – Thirkettle Corporation dba Utiliuse – Master Services Agreement (“Utiliuse MSA”)

This agreement will provide for the completion of the project including the acquisition of all materials and their installation plus integration work to allow for a successful completion of the project. Utiliuse will be responsible for coordination of all subcontractors and vendors, and all such subcontractors and vendors will be paid for their “Year 1” services and products through Thirkettle.

2. **Contract K-2324-36 – Sensus – Software as a Service and Spectrum Lease Agreement**

No payments will flow through this agreement, so no contract amount is considered with this item. This agreement will provide for Sensus to submit for a licensed spectrum/frequency through the Federal Communications Commission for Norman and provide software as a service for the network communication (Regional Network Interface) to obtain meter reads and transmit them to the Meter Data Management System (Smartworks). Payment for services under Contract K-2324-36 will be through Contract K-2324-173 with Utility Technology Services (“UTS”), who is the authorized distributor providing hosting, backhaul and base

station services for a term of 10 years total, nine of which (Years 2 through 10) are included in K-2324-173. Payment of UTS's Year 1 services, like other vendors, is covered under Contract K-2324-35 (Utiliuse MSA). Later yearly payments are outlined in the table below.

3. Contract K-2324-37 – N. Harris Computer Corporation / Advanced Utility Systems – Master Software License, Services and Support and Maintenance Agreement

Under this agreement, Advanced, who is the current vendor for the City's billing system, will provide an enhanced customer engagement portal. This will be essential for leveraging additional water meter data for the customer to make more informed decisions regarding water usage. Initial (Year 1) payment is covered under Contract K-2324-35 (Utiliuse MSA) with later yearly payments outlined in the table below.

4. Contract K-2324-38 – N. Harris Computer Corporation (Harris) acting through Smartworks - Software Services Agreement

Under this agreement, Harris will provide Smartworks, the Meter Data Management System, to act as the data repository of detailed meter data and to provide monthly billing increment information to the billing system. Initial (Year 1) payment is covered under Contract K-2324-35 (Utiliuse MSA) with later yearly payments outlined in the table below.

5. Contract K-2324-173 – Utility Technology Services – Annual SaaS Fees

Under this agreement, UTS, as the Oklahoma authorized distributor for Sensus and in accordance with the applicable terms of Contract K-2324-36 (Sensus Agreement), will collect the required fees for the Regional Network Interface (RNI), Sensus annual backhaul fee, and base station protection agreement. Initial (Year 1) payment is covered under Contract K-2324-35 (Utiliuse MSA) with later yearly payments outlined in the table below.

This set of contracts sets a framework agreement for the AMI for several years going forward, allowing for predictable and stable planning for implementation and operation of this important infrastructure. At this time, however, NUA only requests to fund Year 1, the costs under the Utiliuse MSA, Contract K-2324-35 in the amount of \$16,827,912.23. Future funding will be sought for ongoing services under the other agreements, which costs are already identified and considered for approval as a part of the total suite of agreements. For Contract K-2324-35, funding is sought as follows:

1. Advanced Water Metering, Construction account 2 – (31993361-46101 – Project WA0351) – Available balance of \$2,000,000 (USBOR Grant). Full \$2,000,000 to be included within the funding; and
2. Advance Water Metering Bond, Construction account - (31999361-46101 – Project WB0351) – Available balance of \$14,999,980. Remainder of contract to utilize this funding - \$14,827,912.23.

The following table is the full budget commitment, considered for approval on this agenda, for the respective agreements:

Year	Contract K-2324-35 Thirkettle/Utiliuse	Contract K-2324-36 Sensus***	Contract K-2324-37 Harris Advanced	Contract K-2324-38 Harris Smartworks	Contract K-2324-173 UTS****
1*	\$16,827,912.23	-	-	-	-
2**	-	-	\$77,235	\$90,514	\$65,896.67
3**	-	-	\$81,096	\$90,514	\$67,873.31
4**	-	-	\$85,150	\$90,514	\$69,914.44
5**	-	-	\$89,410	\$90,514	\$72,014.45
Total	\$16,827,912.23	-	\$332,891	\$362,056	\$275,698.87

*Capital funds to be utilized as described further above in this memo.
 **Operating funds from (31955251-44226) to be utilized for Years 2-5.
 ***Payments required for Contract K-2324-36 will be paid under Contract K-2324-173 to UTS.
 ****Contract K-2324-173 includes amounts for Years 6-10 as well for a total contract amount of \$669,478.85.

This project will be executed as follows:

1. Coordination and integration of software and systems – 6-9 months;
2. Initial deployment area – 9-12 months; and
3. Full deployment – 12-24 months

RECOMMENDATION:

Staff recommends the NUA approve Contract K-2324-36 with Sensus USA, Inc. for the Software as a Service and Spectrum Lease Agreement for the Advanced Water Metering Infrastructure project (Project WA0351/WB0351).

Software as a Service and Spectrum Lease Agreement (Contract # K-2324-36)

between

Norman Utilities Authority
("Customer")

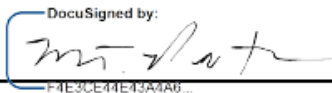
and
Sensus USA Inc.
("Sensus")

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

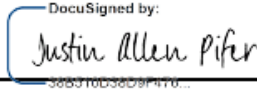
This Agreement shall commence on the Effective Date and continue for/until: 10 Years ("Initial Term"). At the end of the Initial Term, this Agreement shall automatically renew for an additional term of 5 years ("Renewal Term"). The "Term" shall refer to both the Initial Term and the Renewal Term.

This Agreement contains two parts: Part (1) is The FCC Notification for Spectrum Manager Lease, to be filed with the FCC by Sensus on behalf of the Customer and Part (2) is a Software as a Service and Spectrum Lease between Sensus and Customer. Together, these two parts create the Agreement.

SENSUS USA INC.

By: 
Name: Mark Newton
Title: VP – Smart Metering
Date: 3/22/2024

ATTEST

By: 
Name: Justin Allen Pifer
Title: Vice President and Secretary
Date: 3/21/2024

Norman Utilities Authority

By: _____
Name: _____
Title: _____
Date: _____

ATTEST

By: _____
Name: _____
Title: _____
Date: _____

Approved as to Form and Legality

By: Kathryn Walker, City Attorney

Date: _____

Contents of this Agreement:

- Part 1: Notification for Spectrum Manager Lease
- Part 2: Agreement
 - Exhibit A Software
 - Exhibit B Technical Support
 - Exhibit C Xylem Privacy Statement

Part 1: Notification for Spectrum Manager Lease

In order for Sensus to apply to the FCC on the Customer's behalf for a spectrum manager lease, Customer must complete the information below in boxes one (1) through ten (10) and certify via authorized signature. Customer's signature will indicate that Customer authorizes Sensus to file the spectrum manager lease notification on FCC Form 608 with the Customer as spectrum Lessee, and if Customer does not already have one, ownership disclosure information on FCC Form 602.

1.

Customer/Lessee Name: Norman Utilities Authority		
Attention To: Utilities Engineer		Name of Real Party in Interest: Nathan Madenwald
Street Address: 225 N Webster Avenue		City: Norman
State: Oklahoma	Zip: 73069	Phone: (405) 366-5426
Fax: N/A	Email: gay.webb@normanok.gov	

Is Customer contact information same as above? Yes No (If No, complete box 2 below)

2.

Additional Customer/Lessee Contact Information

Company Name: City of Norman		
Attention To: Kari Madden		
Street Address: 225 N Webster		City: Norman
State: Oklahoma	Zip: 73069	Phone: (405) 366-5361
Fax:	Email: kari.madden@normanok.gov	

3.

Customer/Lessee is a(n) (Select one): Individual | Unincorporated Association | Trust
 Government Entity | Corporation | Limited Liability Company | General Partnership
 Limited Partnership | Limited Liability Partnership | Consortium | Other _____

4.

FCC Form 602: FCC File Number of Customer's Form 602 Ownership Information: _____. If Customer has not filed a Form 602, Sensus will file one for Customer. Please complete questions 5, 6, and 7 below if Customer does not have a Form 602 on file. Customer must complete items 8, 9 and 10 irrespective of whether Customer has an ownership report on file.

5.

Customer Tax ID: 73-6005350

6.

Individual Contact For FCC Matters

Please designate one individual (the Director of Public Works or similar person) who is responsible to the FCC for the operation of the FlexNet radio system.

Name	Nathan Madenwald
Title:	Utilities Engineer
Email:	nathan.madenwald@normanok.gov
Phone:	(405) 366-5426

7.

Ownership Disclosure Information

If Customer/Lessee is a government entity, list the names of the Mayor and all Council Members below, as well as verify citizenship and ownership interests in any entity regulated by the FCC. Such ownership must be disclosed where a mayor/council member owns 10% or more, directly or indirectly, or has operating control of any entity subject to FCC regulation. If any answer to Ownership question is Yes, or any answer to Citizenship question is No, provide an attachment with further explanation.

1)	US Citizen?	Ownership Disclosure?
2) Mayor: Larry Heikkila	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Council Member: Austin Ball	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Council Member: Lauren Scheuler	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Council Member: Bree Montoya	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

Council Member: Helen Grant	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Council Member: Michael Nash	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Council Member: Elizabeth Foreman	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Council Member: Stephen Tyler Holman	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Council Member: Matthew Peacock	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Council Member:	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No

8.

Alien Ownership Questions (if the answer is Yes, provide an attachment explaining the circumstances)

1) Is the Customer/Lessee a foreign government or the representative of any foreign government?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
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9.

Basic Qualification Information

1) Has the Customer or any party to this application had any FCC station authorization, license, or construction permit revoked or had any application for an initial, modification or renewal of FCC station authorization, license or construction permit denied by the Commission?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
2) Has the Customer or any party to this filing, or any party directly or indirectly controlling the Customer or any party to this filing ever been convicted of a felony by any state or federal court?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
3) Has any court finally adjudged the Customer or any party directly or indirectly controlling the Customer guilty of unlawfully monopolizing or attempting to unlawfully monopolize radio communication, directly or indirectly, through control of manufacture or sale of radio apparatus, exclusive traffic arrangement, or any other means or unfair methods of competition?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

10.

Customer/Lessee Certification Statements

1) The Customer/Lessee agrees that the Lease is not a sale or transfer of the license itself.	<input checked="" type="checkbox"/> Yes
2) The Customer/Lessee acknowledges that it is required to comply with the Commission's Rules and Regulations and other applicable law at all times, and if the Customer/Lessee fails to so comply, the Lease may be revoked, cancelled, or terminated by either the Licensee or the Commission.	<input checked="" type="checkbox"/> Yes
3) The Customer/Lessee certifies that neither it nor any other party to the Application/Notification is subject to a denial of Federal benefits pursuant to Section 5301 of the Anti-Drug Abuse Act of 1988, 21 U.S.C § 862, because of a conviction for possession or distribution of a controlled substance (See Section 1.2002(b) of the rules, 47 CFR § 1.2002(b), for the definition of "party to the application" as used in this certification.)	<input checked="" type="checkbox"/> Yes
4) The Customer/Lessee hereby accepts Commission oversight and enforcement consistent with the license and lease authorization. The Lessee acknowledges that it must cooperate fully with any investigation or inquiry conducted either by the Commission or the Licensee, allow the Commission or the Licensee to conduct on-site inspections of transmission facilities, and suspend operations at the direction of the Commission or the Licensee and to the extent that such suspension of operation would be consistent with applicable Commission policies.	<input checked="" type="checkbox"/> Yes
5) The Customer/Lessee acknowledges that in the event an authorization held by a Licensee that has associated with it a spectrum leasing arrangement that is the subject of this filing is revoked, cancelled, terminated, or otherwise ceases to be in effect, the Customer/Lessee will have no continuing authority to use the leased spectrum and will be required to terminate its operations no later than the date on which the Licensee ceases to have any authority to operate under the license, unless otherwise authorized by the Commission.	<input checked="" type="checkbox"/> Yes
6) The Customer/Lessee agrees the Lease shall not be assigned to any entity that is not eligible or qualified to enter into a spectrum leasing arrangement under the Commission's Rules and Regulations.	<input checked="" type="checkbox"/> Yes
7) The Customer/Lessee waives any claim to the use of any particular frequency or of the electromagnetic spectrum as against the regulatory power of the United States because of the previous use of the same, whether by spectrum lease or otherwise.	<input checked="" type="checkbox"/> Yes
8) The Customer/Lessee certifies that it is not in default on any payment for Commission licenses and that it is not delinquent on any non-tax debt owed to any federal agency.	<input checked="" type="checkbox"/> Yes

The Customer/Lessee certifies that all of its statements made in this Application/Notification and in the schedules, exhibits, attachments, or documents incorporated by reference are material, are part of this Application/Notification, and are true, complete, correct, and made in good faith. The Customer/Lessee shall notify Sensus in writing in the event any information supplied on this form changes.

Norman Utilities Authority			
By:		Title: Utilities Engineer	
Name:	Nathan Madenwald	Date:	
FAILURE TO SIGN THIS APPLICATION MAY RESULT IN DISMISSAL OF THE APPLICATION AND FORFEITURE OF ANY FEES PAID.			
WILLFUL FALSE STATEMENTS MADE ON THIS FORM OR ANY ATTACHMENTS ARE PUNISHABLE BY FINE AND/OR IMPRISONMENT (U.S. Code, Title 18, Section 1001) AND/OR REVOCATION OF ANY STATION LICENSE OR CONSTRUCTION PERMIT (U.S. Code, Title 47, Section 312(a)(1)) AND/OR FORFEITURE (U.S. Code Title 47, Section 503).			

Part 2: Agreement

1. General

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

2. Software.

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

3. Spectrum

- A. **Definitions in this Section 3.** In this Section 3 only, "Sensus" shall mean Sensus USA Inc. and its wholly owned subsidiary, Sensus Spectrum LLC.
- B. **Spectrum Lease.** Sensus hereby grants to Customer, and Customer accepts, a spectrum manager lease ("Spectrum Lease") over the frequencies of certain FCC license(s) ("FCC License") solely within Customer's Service Territory. (The frequencies of the FCC License within Customer's geographic Service Territory are called the "Leased Spectrum"). Customer shall pay the Ongoing Fees for use of the Leased Spectrum.
- C. **FCC Forms.** At the Federal Communications Commission ("FCC"), Sensus will; (1) obtain an FCC Registration Number ("FRN") for Customer; (2) submit on behalf of Customer the FCC Form 602 Ownership Disclosure Information if Customer has not already done so; and (3) file a FCC Form 608, notification/application for long-term spectrum manager lease. This Lease becomes effective when the FCC accepts the FCC Form 608.
- D. **Lease Application.** In order to complete the FCC lease application, Customer will promptly:
- i. Complete and sign the representations in Part 1 of this Agreement such that Customer demonstrates it qualifies for a spectrum lease under FCC rules. Customer's signature will indicate that Customer authorizes Sensus to; (1) obtain an FRN on behalf of Customer; (2) submit the FCC Form 602 Ownership Disclosure Information on behalf of Customer if Customer has not already done so; and (3) file the spectrum manager lease notification on FCC Form 608 with the Customer as spectrum lessee.
 - ii. Give Sensus the coordinates of the boundaries of Customer's Service Territory or, alternatively, approve Sensus' estimation of the same.
 - iii. If Customer has not already done so; Customer hereby authorizes Sensus to apply on Customer's behalf and obtain for Customer a Federal Registration Number (FRN, the FCC's unique identifier for each licensee) and shall supply Sensus with Customer's Taxpayer Identification Number ("TIN").
 - iv. Provide any other information or other cooperation reasonably necessary for the Parties to perform as set forth herein.
- E. **Permitted Use of Spectrum Lease and Equipment.** Customer may transmit or receive over the Leased Spectrum only in the Service Territory and only using FlexNet equipment manufactured by Sensus and used in accordance with Sensus' specifications. Customer may use the Leased Spectrum only to read and direct Field Devices or any other operation approved by Sensus in writing. Without limiting the foregoing, Customer is prohibited from reselling, subleasing or sublicensing the FlexNet Equipment and Leased Spectrum, and from transmitting voice communications over the Leased Spectrum. For each piece of RF Field Equipment used by Customer, Customer shall affix a Sensus-supplied label to the exterior of the RF Field Equipment cabinet or other appropriate visible place to indicate that RF operation is conducted under authority of FCC License(s) issued to Sensus.
- F. **Term of Spectrum Lease.** Unless terminated earlier (because, for example, Customer stops using the FlexNet equipment or because this Agreement terminates or expires for any reason), this Spectrum Lease will have the same term as the FCC license. If Customer is operating in compliance with this Agreement and is current on any payments owed to Sensus, when the FCC License renews, the Parties will apply to the FCC to renew this Spectrum Lease.
- G. **Termination of Spectrum Lease.** The Spectrum Lease will terminate: (a) two months after Customer stops transmitting with FlexNet equipment manufactured by Sensus; (b) upon termination, revocation or expiration of the FCC License; (c) upon Customer's breach of this Agreement; or (d) upon termination or expiration of this Agreement for any reason.
- H. **FCC Compliance.** The following FCC requirements apply
- i. Pursuant to 47 CFR 1.9040(a);
 - a. Customer must comply at all times with applicable FCC rules. This Agreement may be revoked by Sensus or the FCC if Customer fails to so comply;
 - b. If the FCC License is terminated, Customer has no continuing right to use the Leased Spectrum unless otherwise authorized by the FCC;
 - c. This Agreement is not an assignment, sale or other transfer of the FCC License;
 - d. This Agreement may not be assigned except upon written consent of Sensus, which consent may be withheld in its discretion; and
 - e. In any event, Sensus will not consent to an assignment that does not satisfy FCC rules.
 - ii. Referencing 47 CFR 1.9010, Sensus retains *de jure* and *de facto* control over the applicable radio facilities, including that;
 - a. Sensus will be responsible for Customer's compliance with FCC policies and rules. Sensus is responsible for engineering the FlexNet equipment and accompanying software and other programs to comply with FCC rules. Customer will operate the FlexNet equipment subject to Sensus' supervision and control and solely in accordance with Sensus' specifications. Sensus retains the right to inspect Customer's radio operations hereunder and to terminate this Agreement or take any other necessary steps to resolve a violation of FCC rules, including to order Customer to cease transmission. Sensus will act as spectrum manager in assigning spectrum under the FCC License so as to avoid any harmful interference or other violation of FCC rules. Sensus will be responsible for resolving any interference complaints or other FCC rule violations that may arise; and
 - b. Sensus will file any necessary FCC forms or applications and Customer agrees to reasonably assist Sensus with such filing by providing any necessary information or other cooperation. Sensus will otherwise interact with the FCC with respect to this Agreement, the FCC License or FlexNet equipment.
 - iii. Customer must continue operations on the spectrum during the Term of this Agreement. If Customer stops operations for any period of time, Customer must notify Sensus by sending an email to legal@xyleminc.com. Customer may not pause or discontinue operations for more than 180 days.
- I. **Interference.** Customer agrees to report to Sensus promptly, and in no event later than 72 hours afterward, any incident related to the Leased Spectrum, including where Customer experiences harmful interference, receives a complaint or other notice of having caused harmful interference, or receives any type of communication from the FCC or other government agency regarding radio transmission.

4. Equipment.

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

5. Services.

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

6. General Terms and Conditions.

- A. **Infringement Indemnity.** Sensus shall indemnify and hold harmless Customer from and against any judgment by a court of competent jurisdiction or settlement reached from any litigation instituted against Customer in the United States by a third party which alleges that the FlexNet System provided hereunder infringes upon the patents or copyrights of such third party, provided that Sensus shall have the right to select counsel in such proceedings and control such proceedings. Notwithstanding the foregoing, Sensus shall have no liability under this indemnity unless Customer cooperates with and assists Sensus in any such proceedings and gives Sensus written notice of any claim hereunder within fourteen (14) days of receiving it. Further, Sensus shall have no liability hereunder if such claim is related to; (i) any change, modification or alteration made to the FlexNet System by Customer or a third party, (ii) use of the FlexNet System in combination with any goods or services not provided by Sensus hereunder, (iii) Customer's failure to use the most recent version of the Software or to otherwise take any corrective action as reasonably directed by Sensus, (iv) compliance by Sensus with any designs, specifications or instructions provided by Customer or compliance by Sensus with an industry standard, or (v) any use of the FlexNet System other than for the Permitted Use. In the event the FlexNet System is adjudicated to infringe a patent or copyright of a third party and its use is enjoined, or, if in the reasonable opinion of Sensus, the FlexNet System is likely to become the subject of an infringement claim, Sensus, at its sole discretion and expense, may; (i) procure for Customer the right to continue using the FlexNet System or (ii) modify or replace the FlexNet System so that it becomes non-infringing. THIS SECTION STATES CUSTOMER'S SOLE AND EXCLUSIVE REMEDY AND SENSUS' ENTIRE LIABILITY FOR ANY CLAIM OF INFRINGEMENT.
- B. **Limitation of Liability.** Sensus' aggregate liability in any and all causes of action arising under, out of or in relation to this Agreement, its negotiation, performance, breach or termination (collectively "Causes of Action") shall not exceed the greater of; (a) the total amount paid by Customer directly to Sensus under this Agreement; or (b) ten thousand US dollars (USD 10,000.00). This is so whether the Causes of Action are in tort, including, without limitation, negligence or strict liability, in contract, under statute or otherwise. As separate and independent limitations on liability, Sensus' liability shall be limited to direct damages. Sensus shall not be liable for; (i) any indirect, incidental, special or consequential damages; nor (ii) any revenue or profits lost by Customer or its Affiliates from any End User(s), irrespective whether such lost revenue or profits is categorized as direct damages or otherwise; nor (iii) any In/Out Costs; nor (v) damages arising from maincase or bottom plate breakage caused by freezing temperatures, water hammer conditions, or excessive water pressure. The limitations on liability set forth in this Agreement are fundamental inducements to Sensus entering into this Agreement. They apply unconditionally and in all respects. They are to be interpreted broadly so as to give Sensus the maximum protection permitted under law.
- C. **Termination.** Either party may terminate this Agreement earlier if the other party commits a material breach of this Agreement and such material breach is not cured within forty-five (45) days of written notice by the other party. In the event that any particular breach cannot reasonably be cured within such period, provided the party in breach is exerting continuous good faith efforts to cure the breach, the forty-five (45) day period shall toll for so long as both parties agree to do so. Upon any expiration or termination of this Agreement, Sensus' and Customer's obligations hereunder shall cease and the software as a service and Spectrum Lease shall immediately cease.
- D. **Force Majeure.** If either party becomes unable, either wholly or in part, by an event of Force Majeure, to fulfill its obligations under this Agreement, the obligations affected by the event of Force Majeure will be suspended during the continuance of that inability. The party affected by the force majeure will take reasonable steps to mitigate the Force Majeure.
- E. **Intellectual Property Rights.**
- i. **Software and Materials.** No Intellectual Property is assigned to Customer hereunder. Excluding Customer Data, Sensus shall own or continue to own all right, title, and interest in and to the Intellectual Property associated with the Software and related documentation, including any derivations and/or derivative works (the "Sensus IP"). To the extent, if any, that any ownership interest in and to such Sensus IP does not automatically vest in Sensus by virtue of this Agreement or otherwise, and instead vests in Customer, Customer agrees to grant and assign and hereby does grant and assign to Sensus all right, title, and interest that Customer may have in and to such Sensus IP. Customer agrees not to reverse engineer any Sensus Products purchased or provided hereunder.
 - ii. **Customer Data.** Notwithstanding the prior paragraph, as between Customer and Sensus, Customer remains the owner of all right, title or interest in or to any Customer Data. "Customer Data" means solely usage data collected by the Field Devices. To avoid doubt, Customer Data does not include non-End User usage data collected by the Field Devices, Software, or FlexNet System, such as network and equipment status information or the like.
 - iii. **Consent to Use of Customer Data.** Customer hereby irrevocably grants to Sensus a royalty-free, non-exclusive, irrevocable right and license to access, store, and use such Customer Data and any other data or information provided to Sensus, to (1) provide the Service; (2) analyze and improve the Service; (3) analyze and improve any Sensus equipment or software; or (4) for any other internal use, provided that that Customer Data is anonymized and aggregated. As used herein, "Service" means Sensus' obligations under this Agreement.

- iv. **Copy of Customer Data.** Upon Customer's written request, Sensus will provide Customer a quote to deliver a CMEP file consisting of the most recent 60 days of CMEP interval file data. Sensus will deliver the CMEP file in accordance with the quote upon Customer's acceptance of the quote.
- F. **Data Privacy.** Customer acknowledges that Sensus and its Affiliates (collectively, "Xylem") will collect and process personal data for the purposes outlined in this Agreement. Xylem's data privacy policy is available at <https://www.xylem.com/en-us/support/privacy/> and attached hereto as Exhibit C. Customer acknowledges that it has read and understood Xylem's privacy policy and agrees to the use of personal data outlined therein. The collection and use of personal data by Customer is Customer's responsibility.
- G. **Confidentiality.** Except as may be required under applicable law, court order, or regulation, or to the extent required to perform and enforce this Agreement, both parties shall (and shall cause their employees and contractors to) keep all Confidential Information strictly confidential and shall not disclose it to any third party. The Confidential Information may be transmitted orally, in writing, electronically or otherwise observed by either party. Notwithstanding the foregoing, "Confidential Information" shall not include; (i) any information that is in the public domain other than due to Recipient's breach of this Agreement; (ii) any information in the possession of the Recipient without restriction prior to disclosure by the Discloser; or (iii) any information independently developed by the Recipient without reliance on the information disclosed hereunder by the Discloser. "Discloser" means either party that discloses Confidential Information, and "Recipient" means either party that receives it.
- H. **Compliance with Laws.** Customer shall comply with all applicable country, federal, state, and local laws and regulations, as set forth at the time of acceptance and as may be amended, changed, or supplemented. Customer shall not take any action or permit the taking of any action by a third party, which may render Sensus liable for a violation of applicable laws.
- i. **Export Control Laws.** Customer shall; (i) comply with all applicable U.S. and local laws and regulations governing the use, export, import, re-export, and transfer of products, technology, and services; and (ii) obtain all required authorizations, permits, and licenses. Customer shall immediately notify Sensus, and immediately cease all activities with regards to the applicable transaction, if the Customer knows or has a reasonable suspicion that the equipment, software, or services provided hereunder may be directed to countries in violation of any export control laws. By ordering equipment, software or services, Customer certifies that it is not on any U.S. government export exclusion list.
- ii. **Anti-Corruption Laws.** Customer shall comply with the United States Foreign Corrupt Practices Act (FCPA), 15 U.S.C. §§ 78dd-1, et seq.; laws and regulations implementing the OECD's Convention on Combating Bribery of Foreign Public Officials in International Business Transactions; the U.N. Convention Against Corruption; the Inter-American Convention Against Corruption; and any other applicable laws and regulations relating to anti-corruption in the Customer's country or any country where performance of this Agreement, or delivery or use of equipment, software or services will occur.
- I. **Non-Waiver of Rights.** A waiver by either party of any breach of this Agreement or the failure or delay of either party to enforce any of the articles or other provisions of this Agreement will not in any way affect, limit or waive that party's right to enforce and compel strict compliance with the same or other articles or provisions. No payment, partial payment, acceptance, or partial acceptance by Customer shall operate as a waiver on the part of the Customer of any of its rights under this Agreement.
- J. **Assignment and Sub-contracting.** Either party may assign, transfer or delegate this Agreement without requiring the other party's consent; (i) to an Affiliate; (ii) as part of a merger; or (iii) to a purchaser of all or substantially all of its assets. Apart from the foregoing, neither party may assign, transfer or delegate this Agreement without the prior written consent of the other, which consent shall not be unreasonably withheld.
- K. **Amendments.** No alteration, amendment, or other modification shall be binding unless in writing and signed by both Customer and by a vice president (or higher) of Sensus.
- L. **Governing Law and Dispute Resolution.** This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Oklahoma. Any and all disputes arising under, out of, or in relation to this Agreement, its negotiation, performance or termination ("Disputes") shall first be resolved by mediation between the Parties.
- M. **Acknowledgement of Events.** The parties acknowledge and agree that the global COVID-19 pandemic ("COVID-19") is ongoing, dynamic, unpredictable, and as such may impact the ability of Sensus to meet its obligations under this Agreement. The parties agree that, for so long as there is an impact of COVID-19 on Sensus' performance, all performance efforts by Sensus will be on a reasonable efforts basis only and Sensus shall not be responsible for failure to meet its obligations, to the extent that it is precluded from doing so as a result of COVID-19. The parties shall work, in good faith, to make any reasonable adjustments that may be required as a result of COVID-19.
- N. **Survival.** The provisions of this Agreement that are applicable to circumstances arising after its termination or expiration shall survive such termination or expiration.
- O. **Severability.** In the event any provision of this Agreement is held to be void, unlawful or otherwise unenforceable, that provision will be severed from the remainder of the Agreement and replaced automatically by a provision containing terms as nearly like the void, unlawful, or unenforceable provision as possible; and the Agreement, as so modified, will continue to be in full force and effect.
- P. **Four Corners.** This written Agreement, including all of its exhibits, represents the entire understanding between and obligations of the parties and supersedes all prior understandings, agreements, negotiations, and proposals, whether written or oral, formal or informal between the parties. Any additional writings shall not modify any limitations or remedies provided in the Agreement. There are no other terms or conditions, oral, written, electronic or otherwise. There are no implied obligations. All obligations are specifically set forth in this Agreement. Further, there are no representations that induced this Agreement that are not included in it. The ONLY operative provisions are set forth in writing in this Agreement. Without limiting the generality of the foregoing, no purchase order placed by or on behalf of Customer shall alter any of the terms of this Agreement. The parties agree that such documents are for administrative purposes only, even if they have terms and conditions printed on them and even if and when they are accepted and/or processed by Sensus. Any goods, software or services delivered or provided in anticipation of this Agreement (for e.g., as part of a pilot or because this Agreement has not yet been signed but the parties have begun the deployment) under purchase orders placed prior to the execution of this Agreement are governed by this Agreement upon its execution and it replaces and supersedes any such purchase orders.
- Q. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Additionally, this Agreement may be executed by facsimile or electronic copies, all of which shall be considered an original for all purposes.
7. **Definitions. As used in this Agreement, the following terms shall have the following meanings:**
- A. "**Affiliate**" of a party means any other entity controlling, controlled by, or under common control with such party, where "control" of an entity means the ownership, directly or indirectly, of 50% or more of either; (i) the shares or other equity in such entity; or (ii) the voting rights in such entity.
- B. "**Confidential Information**" means any and all non-public information of either party, including all technical information about either party's products or services, pricing information, marketing and marketing plans, Customer's End Users' data, FlexNet System performance, FlexNet System architecture and design, FlexNet System software, other business and financial information of either party, and all trade secrets of either party.
- C. "**End User**" means any end user of electricity, water, and/or gas (as applicable) that pays Customer for the consumption of electricity, water, and/or gas, as applicable.
- D. "**Field Devices**" means the SmartPoint Modules.
- E. "**FlexNet Base Station**" identifies the Sensus manufactured device consisting of one transceiver, to be located on a tower that receives readings from the SmartPoint

Modules (either directly or via an R100 unit) by radio frequency and passes those readings to the RNI by TCP/IP backhaul communication. For clarity, FlexNet Base Stations include Metro Base Stations.

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

**Exhibit A
Software**

Software as a Service

1. Description of Services.

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

A. Software as a Service Generally.

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

- Regional Network Interface (RNI) Software

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

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

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

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

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

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

If an item is not listed in subparagraphs in item (D) above, such item is excluded from the Software as a Service and is subject to additional pricing.

2. Further Agreements

A. System Uptime Rate.

- i. Sensus (or its contractor) shall manage and maintain the Application(s) on computers owned or controlled by Sensus (or its contractors) and shall provide Customer access to the managed Application(s) via internet or point to point connection (i.e., Managed-Access use), according to the terms below. Sensus

endeavors to maintain an average System Uptime Rate equal to ninety-nine (99.0) per Month (as defined below). The System Uptime Rate, cumulative across all Applications, shall be calculated as follows:

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

- ii. **Calculations**
 - a. **Targeted Minutes of Operation** or **TMO** means total minutes cumulative across all Applications in the applicable month minus the Scheduled Downtime in the Month.
 - b. **Scheduled Downtime** means the number of minutes during the Month, as measured by Sensus, in which access to any Application is scheduled to be unavailable for use by Customer due to planned system maintenance. Sensus shall provide Customer notice (via email or otherwise) at least seven (7) days in advance of commencement of the Scheduled Downtime.
 - c. **Non-Scheduled Downtime** means the number of minutes during the Month, as measured by Sensus, in which access to any Application is unavailable for use by Customer due to reasons other than Scheduled Downtime or the Exceptions, as defined below (e.g., due to a need for unplanned maintenance or repair).
- iii. **Exceptions.** Exceptions mean the following events:
 - Force Majeure
 - Emergency Work, as defined below; and
 - Lack of Internet Availability, as described below.
 - a. **Emergency Work.** In the event that Force Majeure, emergencies, dangerous conditions or other exceptional circumstances arise or continue during TMO, Sensus shall be entitled to take any actions that Sensus, in good faith, determines is necessary or advisable to prevent, remedy, mitigate, or otherwise address actual or potential harm, interruption, loss, threat, security or like concern to any of the Application(s) ("**Emergency Work**"). Such Emergency Work may include, but is not limited to: analysis, testing, repair, maintenance, re-setting and other servicing of the hardware, cabling, networks, software and other devices, materials and systems through which access to and/or use of the Application(s) by the Customer is made available (the "**Managed Systems**"). Sensus shall endeavor to provide advance notice of such Emergency Work to Customer when practicable and possible.
 - b. **Lack of Internet Availability.** Sensus shall not be responsible for any deterioration of performance attributable to latencies in the public internet or point-to-point network connection operated by a third party. Customer expressly acknowledges and agrees that Sensus does not and cannot control the flow of data to or from Sensus' networks and other portions of the Internet, and that such flow depends in part on the performance of Internet services provided or controlled by third parties, and that at times, actions or inactions of such third parties can impair or disrupt data transmitted through, and/or Customer's connections to, the Internet or point-to-point data connection (or portions thereof). Although Sensus will use commercially reasonable efforts to take actions Sensus may deem appropriate to mitigate the effects of any such events, Sensus cannot guarantee that such events will not occur. Accordingly, Sensus disclaims any and all liability resulting from or relating to such events.
- iv. **System Availability.** For each month that the System Uptime Rates for the production RNI falls below 99.0%, Sensus will issue Customer the following Service Level Credits:

System Uptime Rate per calendar month	Service Level Credit
Less than 99.0% but at least 97.5%	5% of the monthly RNI SaaS Fees in which the service level default occurred (Note: SaaS fees are pre-paid annually and for purposes of SLA Credits are computed on a monthly basis.)
Less than 97.5% but at least 95.0%	10% of the monthly RNI SaaS Fees in which the service level default occurred
Less than 95.0%	20% of the monthly RNI SaaS Fees in which the service level default occurred

Service Level Credits for any single month shall not exceed 20% of the RNI SaaS Fee associated with the month in which the service level default occurred. Sensus records and data will be the sole basis for all Service Level Credit calculations and determinations, provided that such records and data must be made available to Customer for review and agreement by Customer. To receive a Service Level Credit, Customer must issue a written request no later than ten (10) days after the Service Level Credit has accrued. Sensus will apply each valid Service Level Credit to the Customer's invoice within 2 billing cycles after Sensus' receipt of Customer's request and confirmation of the failure to meet the applicable Service Level Credit. Service Level Credits will not be payable for failures to meet the System Uptime Rate caused by any Exceptions. No Service Level Credit will apply if Customer is not current in its undisputed payment obligations under the Agreement. Service Level Credits are exclusive of any applicable taxes charged to Customer or collected by Sensus. Sensus shall not refund an unused Service Level Credits or pay cash to Customer for any unused Service Level Credits. Any unused Service Level Credits at the time the Agreement terminates will be forever forfeited. THE SERVICE LEVEL CREDITS DESCRIBED IN THIS SECTION ARE THE SOLE AND EXCLUSIVE REMEDY FOR SENSUS' FAILURE TO MEET THE SYSTEM UPTIME REQUIREMENT OR ANY DEFECTIVE SAAS PERFORMANCE. IN NO EVENT SHALL THE AGGREGATE AMOUNT OF SERVICE LEVEL CREDITS IN ANY ANNUAL PERIOD EXCEED 20% OF THE ANNUAL RNI SAAS FEE.

- B. **Data Center Site-Security.** Although Sensus may modify such security arrangements without consent or notice to Customer, Customer acknowledges the following are the current arrangements regarding physical access to and support of the primary hardware components of the Managed Systems:
 - i. The computer room(s) in which the hardware is installed is accessible only to authorized individuals.
 - ii. Power infrastructure includes one or more uninterruptible power supply (UPS) devices and diesel generators or other alternative power for back-up electrical power.
 - iii. Air-conditioning facilities (for humidity and temperature controls) are provided in or for such computer room(s) and can be monitored and adjusted for humidity and temperature settings and control. Such air systems are supported by redundant, back-up and/or switch-over environmental units.
 - iv. Such electrical and A/C systems are monitored on an ongoing basis and personnel are available to respond to system emergencies (if any) in real time.
 - v. Dry pipe pre-action fire detection and suppression systems are provided.
 - vi. Data circuits are available via multiple providers and diverse paths, giving access redundancy.
- C. **Responsibilities of Customer.**
 - i. Customer shall promptly pay all Software as a Service fees.

- ii. Customer may not (i) carelessly, knowingly, intentionally or maliciously threaten, disrupt, harm, abuse or interfere with the Application(s), Managed Systems or any of their functionality, performance, security or integrity, nor attempt to do so; (ii) impersonate any person or entity, including, but not limited to, Sensus, a Sensus employee or another user; or (iii) forge, falsify, disguise or otherwise manipulate any identification information associated with Customer's access to or use of the Application(s).
- iii. The provisioning, compatibility, operation, security, support, and maintenance of Customer's hardware and software ("Customer's Systems") is exclusively the responsibility of Customer. Customer is also responsible, in particular, for correctly configuring and maintaining (i) the desktop environment used by Customer to access the Application(s) managed by Sensus; and (ii) Customer's network router and firewall, if applicable, to allow data to flow between the Customer's Systems and Sensus' Managed Systems in a secure manner via the public Internet.
- iv. Upon receiving the system administrator account from Sensus, Customer shall create username and passwords for each of Customer's authorized users and complete the applicable Sensus registration process (Authorized Users). Such usernames and passwords will allow Authorized Users to access the Application(s). Customer shall be solely responsible for maintaining the security and confidentiality of each user ID and password pair associated with Customer's account, and Sensus will not be liable for any loss, damage or liability arising from Customer's account or any user ID and password pairs associated with Customer. Customer is fully responsible for all acts and omissions that occur through the use of Customer's account and any user ID and password pairs. Customer agrees (i) not to allow anyone other than the Authorized Users to have any access to, or use of Customer's account or any user ID and password pairs at any time; (ii) to notify Sensus immediately of any actual or suspected unauthorized use of Customer's account or any of such user ID and password pairs, or any other breach or suspected breach of security, restricted use or confidentiality; and (iii) to take the Sensus-recommended steps to log out from and otherwise exit the Application(s) and Managed Systems at the end of each session. Customer agrees that Sensus shall be entitled to rely, without inquiry, on the validity of the user accessing the Application(s) application through Customer's account, account ID, usernames or passwords.
- v. Customer shall be responsible for the day-to-day operations of the Application(s) and FlexNet System. This includes, without limitation, (i) researching problems with meter reads and system performance, (ii) creating and managing user accounts, (iii) customizing application configurations, (iv) supporting application users, (v) investigating application operational issues, (vi) responding to alarms and notifications, and (vii) performing over-the-air commands (such as firmware updates or configuration changes).

D. Software Solution Components.

- i. **Description of Software Solutions.** Sensus software consists of a core communication module and a set of applications. Some applications are required to perform basic solution capabilities, other applications are optional and add additional capabilities and function to the overall solution. As Customer's business process expands and/or new Sensus offerings are made available, additional applications and functionality can dynamically be added to the solution, provided Customer purchases such additional applications.
- ii. **Regional Network Interface.** The Regional Network Interface (RNI) or Sensus head-end is the centralized intelligence of the FlexNet network; the RNI's primary objective is to transfer endpoint (such as meters) data to the Customer and the advanced feature applications. The RNI is adaptable to Customer configurations by simultaneously supporting a wide range of FlexNet enabled endpoints; including but not limited to meters (electric, water, gas), street lighting, and Home Area Network devices.
 - a. Core Package
 - (i) Communication
 1. Manages all inbound and outbound traffic to and from endpoints
 2. Outbound routing optimization
 3. Route analyzer
 4. AES256 bit encryption of radio messages
 5. Reports and metric details of network performance and troubleshooting aids
 6. Management of RF equipment (base stations and endpoint radios)
 - (ii) Data Collection
 1. Missing read management
 2. Management of duplicate reads
 3. 60-day temporary storage
 - (iii) Application integration
 1. To Sensus Analytics applications
 2. Enable 3rd party application integration
 3. Batch CMEP file export
 4. Real-time access through MultiSpeak
 - (iv) Endpoint Management
 1. Gas, water, electric, lighting concurrent support
 2. Remote configuration
 3. Remote firmware updates
 4. Reports, metrics and Troubleshooting
 - (v) User Management
 1. Secure access
 2. Password management
 3. Definable user roles
 4. User permissions to manage access to capabilities
 - b. Integration of RNI. Sensus shall provide RNI integration support services to Customer only to the extent specifically provided below:
 - (i) Sensus shall meet with the representative from the Customer's system(s) targeted for integration to determine which integration method is appropriate (e.g., Multispeak, CMEP, etc.).
 1. In scope and included integration efforts: Provide the gateway URLs to the integrating system as needed, provide Customer with standard integration API documentation, validate and test that the correct Customer information is flowing into and/or out of the RNI.
 2. Out of scope and subject to additional charges: Modifications or extensions to the standard API provided by Sensus and any integration efforts not outlined above as in scope and included.

- (ii) Customer Responsibilities:
 - 1. Provide Sensus with information about the relevant information Customer wishes to transfer and integrate with the RNI.
 - 2. Establish the network and security required for the two systems to reasonably communicate.
 - 3. Verify integration to third party system functionality is working as intended.
- (iii) If an item is not listed in subparagraph (i) above, such item is excluded from the integration of Sensus RNI Support and is subject to additional pricing.

3. Third Party Software.

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

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

Subscription:	End User License Agreement:
Red Hat Enterprise Linux	http://www.redhat.com/licenses/rhel_rha_eula.html
JBoss Enterprise Middleware	http://www.redhat.com/licenses/jboss_eula.html

Exhibit B Technical Support

1. Introduction

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

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

2. Support Categories

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

3. Support Hours

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

4. Support Procedures

- 4.1. Customer identifies an issue or potential problem and calls Technical Services at 1-800-638-3748 Option #2. The Customer Service Associate or Technical Support Engineer will submit a Salesforce ticket.
- 4.2. The Customer Service Associate or Technical Support Engineer will identify the caller name and utility by the assigned software serial number, city, and state based on where the call originated. The Customer Service Associate or Technical Support Engineer will require a brief description of the problem symptoms, or error messages depending on nature of the incident. The nature of the problem and severity levels will be mutually agreed upon by both parties (either at the time the issue is entered or prior to upgrading or downgrading an existing issue) using the severity definitions below as a guideline. The severity level is then captured into Salesforce for ticket creation and resolution processing. Any time during the processing of this ticket, if the severity level is changed by Sensus, the customer will be updated.

A. Severity Levels Description:

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

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

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

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

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

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

- 4.3. The Customer Service Associate or Technical Support Engineer identifies whether or not the customer is on support. If the customer is not on support, the customer is advised of the service options as well as any applicable charges that may be billed.
- 4.4. Calls are placed in a queue from which they are accessible to Technical Support Engineers on a first-come-first-served basis. A 1st level Customer Service Associate may assist the customer, depending on the difficulty of the call and the representative's technical knowledge. Technical Support Engineers (Tier 1 support) typically respond/resolve the majority of calls based on their product knowledge and experience. A call history for the particular account is researched to note any existing pattern or if the call is a new report. This research provides the representative a basis and understanding of the account as well as any associated problems and/or resolutions that have been communicated.
 - a. Technical Services confirms that there is an issue or problem that needs further analysis to determine its cause. The following information must be collected: a detailed description of the issue's symptoms, details on the software/hardware product and version, a description of the environment in which the issue arises, and a list of any corrective action already taken.
 - b. Technical Services will check the internal database and product defect tracking system, to see if reports of a similar problem exist, and if any working solutions were provided. If an existing resolution is found that will address the reported issue, it shall be communicated to the customer. Once it is confirmed that the issue has been resolved, the ticket is closed.
 - c. If there is no known defect or support that defines the behavior, Technical Services will work with the customer to reproduce the issue. If the issue can be reproduced, either at the customer site or within support center test lab, Technical Services will escalate the ticket for further investigation / resolution.

If the issue involves units that are considered to be defective with no known reason, the representative will open a Special Investigation RMA through the Salesforce system. If it is determined that a sample is required for further analysis, the customer will be provided with instructions that detail where to send the product sample(s) for a root cause analysis. Once it is determined that the issue cannot be resolved by Tier 1 resources, the ticket will be escalated to Tier 2 support for confirmation/workarounds to resolve immediate issue. Technical Services will immediately contact the customer to advise of the escalation. The

response and escalation times are listed in Section 5. At this time, screen shots, log files, configuration files, and database backups will be created and attached to the ticket.

5. **Response and Resolution Targets.**

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

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

6. **Problem Escalation Process.**

- 6.1. If the normal support process does not produce the desired results, or if the severity has changed, the issue may be escalated as follows to a higher level of authority.
 - 6.1.1.1. Severity 1 issues are escalated by Sales or Technical Services to a Supervisor if not resolved within 2 hours; to the Manager level if not resolved within 4 hours; to the Director level if not resolved within the same business day; and to the VP level if not resolved within 24 hours.
 - 6.1.1.2. A customer may escalate an issue by calling 1-800-638-3748, Option 2. Please specify the Salesforce ticket number and the reason why the issue is being escalated.
 - 6.1.1.3. In the event that a customer is not satisfied with the level of support or continual problem with their products, they may escalate a given Salesforce ticket to Manager of Technical Services (1-800-638-3748, Option 2).

7. **General Support Provisions and Exclusions.**

- 7.1. Sensus provides online documentation for Sensus products, and all Sensus customers are provided access to this online database, which includes operation, configuration and technical manuals. The customer shall provide names and email accounts to Sensus so Sensus may provide access to the product documentation.
- 7.2. Specialized support from Sensus is available on a fee basis to address support issues outside the scope of this support plan or if not covered under another specific contract or statement of work. For example: specialized systems integration services or out of warranty network equipment repair.

**Exhibit C
Xylem Privacy Statement**

Thank you for visiting the Xylem website. Xylem and its operating divisions and subsidiaries (collectively "Xylem", "We", "Us", or "The Company") maintain and operate this and other websites (collectively, the "Xylem Sites" or "Sites") and are committed to safeguarding your privacy. This Privacy Statement is meant to help you understand what data we collect, how we use it, and what safeguards are in place to protect your data on the Sites. This Privacy Statement also applies to information collected offline through trade shows, seminars, conferences, or through other activities.

SUMMARY OF KEY POINTS

WHAT INFORMATION DOES XYLEM COLLECT?

Xylem collects the following types of information about you when you visit our Sites (collectively, "Personal Data") or through the offline means described above:

- If you visit our sites, we automatically collect your domain name and/or IP address;
- If you communicate with us by email, we collect your email address;
- If you seek employment with us and provide us with information through offline means, we collect information in connection with employment opportunities, through our online recruiting tool.
- Otherwise, Personal Data is only collected on Xylem Sites or via offline means if you voluntarily choose to provide it. Such Personal Data includes your name and/or that of your employer, title, address, telephone number and email address as well as account or transaction information collected as part of our business relationship with you.

HOW THE COMPANY USES YOUR PERSONAL DATA

We collect your Personal Data in order to:

- Conduct our business, including providing you the products or services you requested
- Send you marketing communications about new or updates to our existing products and services
- Comply with our legal obligations
- Maintain and improve our Sites and tailor the user experience
- Protect the security of you and the Sites
- Provide customer service and otherwise administer our business relationship with you

As required by applicable law, we rely on several different legal bases to collect, use, and share your Personal Data:

- **Necessity to Perform Contract with You** - we need to process your Personal Data to provide our products and services, ensure products and services are working as they should, answer questions and requests from you, manage our business relationship with you and provide customer support;
- **Compliance with Legal Obligations** - we need to process your Personal Data to comply with relevant laws, regulatory requirements and to respond to lawful requests, court orders, and legal process;
- **Consent for Direct Marketing Communications** - we rely on your consent to send you direct marketing, which you can unsubscribe from at any time by clicking the unsubscribe link in the relevant communications or contact us as detailed below; and
- **Based on Legitimate Interests** - we process your Personal Data to protect your security and the security of the Sites; to detect and prevent fraud; to protect and defend the rights or property of others, or our own rights and interests; and to maintain and improve the user experience.

We do not use automated decision-making, or perform data profiling, that is, in a way that produces legal effects concerning you or significantly affects you.

You are not required to provide all Personal Data identified in this Privacy Statement to use our Sites or to interact with us offline, but certain functionality will not be available if you do not provide certain Personal Data. If you do not provide certain Personal Data, we may not be able to respond to your requests, perform a transaction with you, or provide you with marketing that we believe you would find valuable.

ARE COOKIES USED ON XYLEM SITES?

In addition to a domain name and/or IP address, Xylem collects information about you automatically when you visit our Sites. The information that is automatically collected does not include your name, address, telephone number, or email address. This information tells us such things as how many users visited our site and the pages they have accessed. By collecting this information, we learn how to best tailor our Sites for our current and future visitors. To collect this information, we use a number of different analytics, media optimization tools, analytics tags and pixel tracking activity through 'cookie' technology or with 'web beacons,' as explained below:

● **Cookies**

A cookie is a small text file that is placed on your computer's hard drive by your web browser when you first visit the Site. Xylem uses cookies to both ensure the functioning of the site as well as record user-specific information on what pages you visited as well as record past activities on our site in order to provide better service when visitors return to our site. There are two kinds of cookies that Xylem uses:

Session Cookies - also called a transient cookie, a session cookie stores information about a user on its temporary memory so that it can remember something about you when you are visiting that site. Session cookies do not collect information from your computer and are erased when you close your Web browser.

Persistent Cookies - Also called a permanent cookie, or a stored cookie, a persistent cookie collects identifying information about the user including web-surfing behavior and user preferences for a specific website. Persistent cookies are set with an expiration date and stored on your hard drive until it expires or until you delete them from your computer.

In some instances, cookies may enhance your online experience by saving your preferences while you are visiting a particular site. Most Internet browsers accept cookies automatically, but usually you can change the settings of your browser to erase cookies or prevent automatic acceptance altogether if you prefer. Please be advised that if you choose to not allow browser cookies, you may not be able to take full advantage of all the website features offered by Xylem.

- **Web Beacons**

Certain pages on our website(s) contain 'web beacons' also known as internet tags, pixel tags and clear GIFs. A web beacon is a small graphic image placed on the web page designed to allow Xylem to monitor incoming traffic and obtain information such as the IP address of the computer that downloaded the page on which the beacon appears as well as the URL of the page, the time the page was viewed, the type of browser used to view the page, and the information in cookies set by the third party. We also use web beacons to recognize a unique cookie on your web browser, which enables us to learn which advertisements brought you to our website(s).

In order to help gather more information about site usage, all Xylem Sites use advertising, analytics, media cookies and tags powered by tools such as Yahoo, Google, Adobe, Omniture, Rubicon and others. Additionally, the Sites also use Google Analytics, a web analytics service provided by Google, Inc. ("Google"), which also uses cookies. The information generated by the cookie about your use of the website (including your IP address) is transmitted to and stored by Google on servers in the United States. Google uses this information for the purpose of evaluation activity, compiling website reports and providing other services relating to website activity usage. Google may also transfer this information to third parties where required to do so by law, or where such third parties process the information on Google's behalf.

The information collected by all cookies and web beacons includes general information about your computer settings, your connection to the Internet, the operating system and platform, IP address, your browsing patterns and timings of browsing on the site and geographical location. It does not contain your name, address, telephone number, or email address.

In order to help gather more information about site usage, xyleminc.com and its affiliated sites use advertising, analytics, media cookies and tags, including:

Collection of data through Internet Service provider (ip address, time, location, browser, etc)
Cookies
contact form
transfer of personal data
Google Analytics
Facebook
Twitter
Google +1
LinkedIn
Xing
YouTube
Google AdSense
Google Analytics Remarketing
Comments in a blog
Google AdWords and conversion tracking

BrightEdge
Lead Forensics
LinkedIn Insights
Marketo Tracking
Mouseflow

To learn more about certain cookies used for interest-based advertising by third parties, including through cross-device tracking, and to exercise certain choices regarding such cookies, please visit the [Digital Advertising Alliance](#), [Network Advertising Initiative](#), [Digital Advertising Alliance-Canada](#), [European Interactive Digital Advertising Alliance](#) or your device settings for if you have the DAA or other mobile app.

Do-Not Track: At this time, our Site is not configured to honor browsers' "Do Not Track" signals.

HOW THE COMPANY SHARES YOUR PERSONAL DATA WITH THIRD PARTIES

- If we are requested to disclose Personal Data by law, court of law, or as requested by a **governmental or law enforcement authority**, we may do so.
- We may pass your Personal Data or details of your use of the web site to **other companies within the Xylem group of companies**.
- We may share information as necessary to **prevent fraud or other illegal activities**, such as willful attacks on Xylem's information technology systems, and **as necessary to establish or preserve a legal claim or defense**.
- Xylem **does not** sell to third parties any Personal Data derived from a visitor's visit to or use of a Xylem Site except as part of the **sale of a subsidiary or of all or substantially all of the assets of an operating division**, which subsidiary or division collected or uses such information in the ordinary course of business.
- Xylem takes appropriate steps to keep Personal Data confidential and only discloses this information to personnel in a Xylem firm or a third party that needs to have access to the information for **legitimate business purposes**. We may make your information available to our distributors, sales representatives or other business affiliates so that they may respond to a visitor's inquiry or provide information about our own or related goods or services that we believe support your business needs.

LINKS TO THIRD-PARTY WEBSITES

Occasionally, Xylem Sites may provide links to the web sites of our distributors, sales representatives or other business affiliates. In these situations, we are not responsible for the content or privacy practices they employ and encourage you to read their own privacy disclosures.

HOW THE COMPANY STORES, TRANSFERS, OR PROCESSES YOUR PERSONAL DATA ACROSS BORDER

As permitted by applicable law, Xylem may transmit the Personal Data we collect on Xylem Sites to representatives, global affiliates, and service providers in the United States or other countries where we do business that are outside your home country and have different standards of data protection than your home country. We provide appropriate protections for cross-border transfers as required by law, including information transferred to third parties. With respect to such transfers from the European Economic Area ("EEA") to the United States and other non-EEA jurisdictions, we may rely on European Union ("EU") Model Clauses and Binding Corporate Rules and/or the need to process your information in order to provide the requested services (e.g., performance of a contract) to transfer your Personal Data. As permitted by applicable law, you may request details about the suitable safeguards we have in place by contacting us as described below.

YOUR RIGHTS

As permitted by applicable law, you may have the right to obtain confirmation of the existence of certain Personal Data relating to you, to verify its content, origin, and accuracy, as well as the right to access, review, port, delete, or to block or withdraw consent to the processing of certain Personal Data (without affecting the lawfulness of processing based on consent before its withdrawal), by contacting us at datasubject.requests@xyleminc.com Please note that we may need to retain certain Personal Data as required or permitted by applicable law.

YOUR CHOICES

You have the following choices regarding our use and disclosure of your Personal Data:

- **Marketing Communications.** If you no longer wish to receive any marketing communications, remain on a mailing list to which you previously subscribed or receive any other communication from Xylem, please follow the unsubscribe link in the relevant communications or contact us using the link below.
- **Cookies and Similar Technologies.** Please review your browser or computer settings for certain cookies and see above to exercise certain choices regarding cookies.

HOW THE COMPANY RETAINS YOUR PERSONAL DATA

- Xylem only retains your Personal Data for the minimum amount of time necessary to accomplish the purpose for which it was collected.

HOW THE COMPANY PROTECTS THE SECURITY OF YOUR INFORMATION

Xylem uses industry-standard encryption technologies when transferring and receiving data exchanged with our site. We have appropriate security measures in place in our physical facilities to protect against loss, misuse or alteration of information that we have collected from you at our site. We also employ reasonable technologies to keep the Personal Data you provide on Xylem Sites secure.

Xylem maintains a Data Security Incident Response Plan that would provide notification as required by applicable law in the event of an unlawful or unauthorized disclosure of personal data.

CHANGES TO OUR PRIVACY STATEMENT

Xylem may update this Privacy Statement from time to time as our business (e.g., merger/acquisition) and services change, or as required by law. The effective date of our Privacy Statement is posted above, and we encourage you to visit our Sites periodically to stay informed about Xylem's privacy practices. We will post the updated version of the Privacy Statement on our Site and ask for your consent to the changes if legally required to do so.

HOW YOU CAN CONTACT US

- If you have any questions regarding this Privacy Statement or our privacy practices in general, please contact our Director of Global Trade and Data Privacy Compliance with any concerns or inquiries via phone at +1-914-323-5700 or via email at data.privacy@xylem.com
- You may also have a right to lodge a complaint with a supervisory authority.

File Attachments for Item:

9. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2324-37: BY AND BETWEEN THE NORMAN UTILITIES AUTHORITY AND N. HARRIS COMPUTER CORPORATION, IN THE AMOUNT OF \$332,891 FOR THE MASTER AGREEMENT SOFTWARE LICENSE, SERVICES, AND SUPPORT AND MAINTENANCE AGREEMENT FOR THE ADVANCED WATER METER INFRASTRUCTURE PROJECT.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 04/09/2024

REQUESTER: Nathan Madenwald, P.E., Utilities Engineer

PRESENTER: Nathan Madenwald, P.E., Utilities Engineer

ITEM TITLE: CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2324-37: BY AND BETWEEN THE NORMAN UTILITIES AUTHORITY AND N. HARRIS COMPUTER CORPORATION, IN THE AMOUNT OF \$332,891 FOR THE MASTER AGREEMENT SOFTWARE LICENSE, SERVICES, AND SUPPORT AND MAINTENANCE AGREEMENT FOR THE ADVANCED WATER METER INFRASTRUCTURE PROJECT.

BACKGROUND:

The City of Norman water system includes approximately 41,000 water meters that measure water usage for water and sewer billing purposes. The majority of the meters (approximately 39,000) are manually read by meter readers (physically remove the meter lid and read the current usage on the register) and 2,000 meters are read using automated meter reading (AMR; remote sensor used to collect data while driving by in a truck). As the number of meters increase, staffing levels would have to proportionally increase to ensure that meters are read timely and accurately. Insufficient staffing levels can result in missed reads or inaccurate reads that impact customer service and billing revenues. Additionally, the majority of the water meters in Norman have aged past their expected useful life and warrant replacement.

The current state of the water industry is such that Advanced Metering Infrastructure (AMI) has become more commonplace and is being implemented by more utilities. With AMI, meters would be read remotely using cellular infrastructure on water towers (or additional towers if necessary) multiple times per day. With this new system, the following benefits will be realized:

1. Meter reads would occur regularly ensuring more accurate billing;
2. Improved customer service since usage data will be more available to the customer and leak or usage alerts could be configured to notify the customer more timely;
3. Aged meters will be replaced with new, more accurate meters; and
4. Staff would no longer be required to read each meter manually and could be used for other work efforts.

On June 8, 2021, the Norman Utilities Authority (NUA) approved Contract K-2021-75. This contract included work to complete the Assessment Phase of the project and confirm that the NUA had a positive business case to implement Advanced Water Meter Infrastructure. This

information was presented to the NUA/City Council on September 28, 2021. Amendment 1 to the contract was approved on October 26, 2021, to provide consulting services through the procurement phase of the project. Amendment 2 to the contract was approved on December 13, 2022, to provide consulting services through the implementation phase of the project

Request for Proposal RFP-2223-13 was issued on August 26 and September 1, 2022 to prospective vendors. Five proposals were received in accordance with RFP-2223-13 and were reviewed by a City evaluation team. Three proposers were “short-listed” for the project and were interviewed on November 15-17, 2022. Thirkettle Corporation, dba Utiliuse, (“Utiliuse”) was unanimously selected as the best vendor.

A grant from the United States Bureau of Reclamation (USBOR) was received by the NUA on February 14, 2023, in the amount of \$2,000,000. With this funding, additional purchasing limitations were required and these were referenced within RFP-2223-13. Specifically, Build America Buy America (BABA) was required which created challenges for the industry since no vendors can meet the requirements (including the five proposers on this project). As such, contracting was delayed until a waiver was issued allowing the use of materials not meeting BABA requirements. This waiver was issued on February 15, 2024, and was applicable to all water metering projects with USBOR funding.

Additionally, a loan from the Oklahoma Water Resources Board under the Clean Water State Revolving Fund (“SRF”) was approved on November 4, 2022. The total funding authorized was \$15,000,000 for use on the Advanced Water Metering Project. Loan proceeds will be drawn from the OWRB as expenses are actually incurred for the project.

DISCUSSION:

This project, in total, includes five agenda items for consideration in order to ensure completion. The items are listed below with their contract numbers and descriptions of their purpose:

1. Contract K-2324-35 – Thirkettle Corporation dba Utiliuse – Master Services Agreement (“Utiliuse MSA”)

This agreement will provide for the completion of the project including the acquisition of all materials and their installation plus integration work to allow for a successful completion of the project. Utiliuse will be responsible for coordination of all subcontractors and vendors, and all such subcontractors and vendors will be paid for their “Year 1” services and products through Thirkettle.

2. Contract K-2324-36 – Sensus – Software as a Service and Spectrum Lease Agreement

This agreement will provide for Sensus to submit for a licensed spectrum/frequency through the Federal Communications Commission for Norman and provide software as a service for the network communication (Regional Network Interface) to obtain meter reads and transmit them to the Meter Data Management System (Smartworks). Payment for services under Contract K-2324-36 will be through Contract K-2324-173 with Utility Technology Services (“UTS”), who is the authorized distributor providing hosting, backhaul and base station services for a term of 10 years total, nine of which (Years 2

through 10) are included in K-2324-173. Payment of UTS's Year 1 services, like other vendors, is covered under Contract K-2324-35 (Utiuse MSA). Later yearly payments are outlined in the table below.

3. Contract K-2324-37 – N. Harris Computer Corporation / Advanced Utility Systems – Master Software License, Services and Support and Maintenance Agreement

Under this agreement, Advanced, who is the current vendor for the City's billing system, will provide an enhanced customer engagement portal. This will be essential for leveraging additional water meter data for the customer to make more informed decisions regarding water usage. Initial (Year 1) payment is covered under Contract K-2324-35 (Utiuse MSA) with later yearly payments outlined in the table below.

4. Contract K-2324-38 – N. Harris Computer Corporation (Harris) acting through Smartworks - Software Services Agreement

Under this agreement, Harris will provide Smartworks, the Meter Data Management System, to act as the data repository of detailed meter data and to provide monthly billing increment information to the billing system. Initial (Year 1) payment is covered under Contract K-2324-35 (Utiuse MSA) with later yearly payments outlined in the table below.

5. Contract K-2324-173 – Utility Technology Services – Annual SaaS Fees

Under this agreement, UTS, as the Oklahoma authorized distributor for Sensus and in accordance with the applicable terms of Contract K-2324-36 (Sensus Agreement), will collect the required fees for the Regional Network Interface (RNI), Sensus annual backhaul fee, and base station protection agreement. Initial (Year 1) payment is covered under Contract K-2324-35 (Utiuse MSA) with later yearly payments outlined in the table below.

This set of contracts sets a framework agreement for the AMI for several years going forward, allowing for predictable and stable planning for implementation and operation of this important infrastructure. At this time, however, NUA only requests to fund Year 1, the costs under the Utiuse MSA, Contract K-2324-35 in the amount of \$16,827,912.23. Future funding will be sought for ongoing services under the other agreements, which costs are already identified and considered for approval as a part of the total suite of agreements. For Contract K-2324-35, funding is sought as follows:

1. Advanced Water Metering, Construction account 2 – (31993361-46101 – Project WA0351) – Available balance of \$2,000,000 (USBOR Grant). Full \$2,000,000 to be included within the funding; and
2. Advance Water Metering Bond, Construction account - (31999361-46101 – Project WB0351) – Available balance of \$14,999,980. Remainder of contract to utilize this funding - \$14,827,912.23.

The following table is the full budget commitment, considered for approval on this agenda, for the respective agreements:

Year	Contract K-2324-35 Thirkettle/Utiliuse	Contract K-2324-36 Sensus***	Contract K-2324-37 Harris Advanced	Contract K-2324-38 Harris Smartworks	Contract K-2324-173 UTS****
1*	\$16,827,912.23	-	-	-	-
2**	-	-	\$77,235	\$90,514	\$65,896.67
3**	-	-	\$81,096	\$90,514	\$67,873.31
4**	-	-	\$85,150	\$90,514	\$69,914.44
5**	-	-	\$89,410	\$90,514	\$72,014.45
Total	\$16,827,912.23	-	\$332,891	\$362,056	\$275,698.87

*Capital funds to be utilized as described further above in this memo.
 **Operating funds from (31955251-44226) to be utilized for Years 2-5.
 ***Payments required for Contract K-2324-36 will be paid under Contract K-2324-173 to UTS.
 ****Contract K-2324-173 includes amounts for Years 6-10 as well for a total contract amount of \$669,478.85.

This project will be executed as follows:

1. Coordination and integration of software and systems – 6-9 months;
2. Initial deployment area – 9-12 months; and
3. Full deployment – 12-24 months

RECOMMENDATION:

Staff recommends the NUA approve Contract K-2324-37 with N. Harris Computer Corporation in the amount of \$332,891 for the Advanced Utility System Master Agreement Software License, Services, and Support and Maintenance Agreement for the Advanced Water Metering Infrastructure project (Project WA0351/WB0351).

Master Agreement Software License, Services, and Support and Maintenance Agreement (Contract # K-2324-37)

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Master Agreement Terms and Conditions

THIS MASTER SOFTWARE LICENSE, SERVICES and SUPPORT AND MAINTENANCE AGREEMENT (the “Agreement”) made as of the ___ day of __, _____ (the “Effective Date”).

BETWEEN: **N. HARRIS COMPUTER CORPORATION (“Harris”)**

- and -

The Norman Utilities Authority (“Organization”)

WHEREAS, the Organization wishes to acquire a license to utilize the Software and Sublicensed Software; to obtain certain related Professional Services; and Support and Maintenance Services for the Software and Sublicensed-Software from Harris; and

WHEREAS, Harris has agreed to grant the Organization a license to utilize certain Software and Sublicensed Software; to provide certain related services to Organization, including Professional Services, Support and Maintenance Services, and optional dedicated hosting services for the Software and Sublicensed Software, on the terms and conditions of this Agreement.

NOW THEREFORE, in consideration of the mutual covenants set out in this Agreement and for other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), the parties agree as follows:

ARTICLE I: INTERPRETATION

Section 1.1 Definitions

- 1.1.1 **“Change Order(s)”** means any duly executed change order between Organization and Harris evidencing their agreement to add, subtract or change particular aspects of the Professional Services or the Support and Maintenance Services.
- 1.1.2 **“CIS Infinity Software”** means the object code version of the CIS Infinity Software product listed in Schedule “A” and includes any Update(s) or Upgrade(s) to the CIS Infinity Software that have been provided to Organization.
- 1.1.3 **“Completion of Services”** means that the Software and Sublicensed Software is operational and performing substantially in conformity with the specifications set out herein. Completion of Services will be deemed to have occurred on the date which the Organization commences using the Software and Sublicensed Software as its predominant business system.
- 1.1.4 **“Concurrent Users”** means the total number of Users who can simultaneously access the Software at any one time as specified in Schedule “A”.
- 1.1.5 **“Confidential Information”** means the Software, Sublicensed Software, Infinity FWM Software, and all information or material that is confidential in nature or that either party treats as confidential and any information relating to third parties that a party has an obligation to treat as confidential, which is disclosed by or obtained by a party in connection with this Agreement, whether such information is in oral, written, graphic, or electronic form, and which: is (A) marked "Confidential," "Restricted," or "Proprietary Information" or other similar marking, (B) known by the parties to be considered confidential or proprietary, or (C) which should be known or understood to be confidential or

proprietary by an individual exercising reasonable commercial judgment in the circumstances. Confidential Information does not include information to the extent that such information: (i) is or becomes generally known to the public by any means other than a breach of the obligations of a receiving party hereunder; (ii) was previously known to the receiving party as evidenced by its written records; (iii) is rightly received by the receiving party from a third party who is not under an obligation of confidentiality; or (iv) is independently developed by the receiving party without reference to or use of the other party's Confidential Information which such independent development can be established by evidence that would be acceptable to a court of competent jurisdiction..

- 1.1.6 **“Customer Engagement Portal Terms”** means the terms and conditions for the Infinity Customer Engagement Portal to be entered into between Organization and its customers as set out at the [Organization website] that must contain terms and conditions that are at least as protective of Harris, and its rights in and to the Infinity CEP Software as the terms and conditions of this Agreement and which must contain the Minimum Terms.
- 1.1.7 **“Documentation”** means user guides, operating manuals, educational materials, product descriptions and specifications, technical manuals, supporting materials, and other information regarding the Infinity CIS Software regardless of the media on which it is provided. Documentation specifically excludes any materials pertaining to Third Party Software.
- 1.1.8 **“Fees”** means the License Fees, Subscription Fees, Professional Services Fees, Support and Maintenance Fee and any other applicable fees that are set out in this Agreement.
- 1.1.9 **“Hosting Services”** means where applicable the web-based services to be provided by or on behalf of Harris to host, monitor, and operate the Software and Sublicensed Software on hardware and related equipment at a site owned or controlled by Harris’ service providers and the delivery of exclusive access via the Internet to the Organization to use the Software and Sublicensed Software granted to Licensee pursuant to Section 2 hereof. The Hosting Services shall also include storing all data entered and maintained by Users that have been authorized by the Organization in writing to access and use the Software and Sublicensed Software solely for Organization’s internal use up to the Data Storage Limit and Data Export Limit (as those terms are defined in Schedule “F”).
- 1.1.10 **“Infinity Customer Engagement Portal”** or **“Infinity CEP”** means the Silverblaze self-service customer engagement portal that forms part of the Infinity CEP Software and which can be configured by the User authorized by the Organization to perform administrative level functions to allow customers of Organization access via the Organization’s website to check account details and log requests for service.
- 1.1.11 **“Infinity CEP Documentation”** means the user guides, operating manuals, educational materials, product descriptions and specifications, technical manuals, supporting materials, and other information regarding the Infinity CEP Software regardless of the media on which it is provided.
- 1.1.12 **“Infinity CEP Software”** or **“Silverblaze Software”** means the object code version of the Silverblaze software products where listed in Schedule “A” and includes any Updates or Upgrades to the Infinity CEP Software that have been provided to Organization as part of Support and Maintenance Services. Third Party Software is not included in the definition of Infinity CEP Software.
- 1.1.13 **“Infinity FWM Documentation”** means the user guides, operating manuals, educational materials, product descriptions and specifications, technical manuals, supporting materials, and other information regarding the Infinity FWM Software regardless of the media on which it is provided.
- 1.1.14 **“Infinity FWM Software”** or **“Infinity FWM”** means the object code version of the Harris field work management software product known as Infinity FWM listed in Schedule “A” and includes any Updates or Upgrades to the Infinity FWM that have been provided to Organization as part of Support and Maintenance Services.
- 1.1.15 **“Intellectual Property Rights”** means any proprietary right including, but not limited to, those

provided under: (a) patent law; (b) copyright law; (c) trade-mark law; (e) design patent or industrial design law; or (d) any other statutory provision or common law principle applicable to this Agreement, including trade secret law, which may provide a right in either ideas, formulae, algorithms, concepts, inventions or know-how generally, or the expression or use of such ideas, formulae, algorithms, concepts, inventions or know-how.

- 1.1.16 **“License”** means the license rights granted to the Organization pursuant to Article II of this Agreement.
- 1.1.17 **“License Fees”** means the fees set out in Schedule “A” for the license rights granted pursuant to Section 2.1.1.
- 1.1.18 **“Maximum Accounts”** means the maximum number of accounts for which Organization is authorized to use the Infinity CIS Software and Infinity FWM Software as specified in Schedule “A”, with an account being identified as a discreet address.
- 1.1.19 **“Maximum Meters”** means the maximum number of meters with which Organization is authorized to use the Infinity CEP Software as specified in Schedule “A”.
- 1.1.20 **“Minimum Terms”** means the following Sections of this Agreement: Sections 1.1.5, 2.3, 2.4, the terms of Section 5.3 as modified to remove the words “except for the express limited warranties set out in Section 5.1”, Section 8.1, and the following language; “TO THE GREATEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL HARRIS, ITS LICENSORS, SERVICE PROVIDERS, AFFILIATES AND EACH OF THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES AND SHAREHOLDERS BE LIABLE FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, INCIDENTAL, EXEMPLARY, PUNITIVE OR SPECIAL DAMAGES WHATSOEVER (INCLUDING FOR LOSS OF REVENUE, LOST OR DAMAGED DATA OR OTHER ECONOMIC LOSS) ARISING OUT OF OR IN CONNECTION WITH THE USE OR INABILITY TO USE THE INFINITY CUSTOMER ENGAGEMENT PORTAL, WHETHER IN CONTRACT OR IN TORT (INCLUDING FUNDAMENTAL BREACH OR NEGLIGENCE) OR UNDER ANY OTHER LEGAL THEORY, EVEN IF IT HAS BEEN ADVISED OF THE LIKELIHOOD OF THE LOSS OR DAMAGE OR SUCH LOSS OR DAMAGE IS FORSEEABLE AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY”.
- 1.1.21 **“Named Users”** means those specific individuals who have been specifically named in a written document approved by Harris, such approval not to be unreasonably withheld, as such document may be amended from time to time upon prior written approval of Harris.
- 1.1.22 **“Professional Services”** has the meaning given to it by Section 3.1.
- 1.1.23 **“Professional Services Fees”** means the fees set out in Schedule “A” for the Professional Services.
- 1.1.24 **“Release”** means an Update and an Upgrade. **“Reseller”** means Thirkettle Corporation dba Utiliuse,
- 1.1.25 **“Reseller Agreement”** means the reseller agreement executed by Harris and Reseller.
- 1.1.26 **“Silverblaze”** means the Silverblaze business unit of Harris.
- 1.1.27 **“Software”** means the Harris software products that are listed in Schedule “A” comprised of any one or all of the following software products: Infinity CIS Software, the Infinity CEP Software, and/or the Infinity FWM Software and includes any Updates or Upgrades to such Harris software products that have been provided to Organization as part of Support and Maintenance Services. Third Party Software and Sublicensed Software is not included in the definition of Software.
- 1.1.28 **“SOW”** or **“Statement of Work”** means a written statement of work executed by an authorized representative of each of the parties and is either attached to this Agreement as Schedule “A”; or (b) in the form attached as Schedule “A” or such other future written statement of work agreed to by the parties which references and is governed by this Agreement, or such other written statement of work which references and is governed by the Reseller Agreement.
- 1.1.29 **“Start Date”** shall have the meaning set out in Section 4.1.1.
- 1.1.30 **“Subscription Fees”** means the fees set out in Schedule “A” for the license rights granted in Section 2.1.2 for the Subscription Term.
- 1.1.31 **“Subscription Term”** means the period of time specified in Schedule “A”.

- 1.1.32 **“Sublicensed Documentation”** means user guides, operating manuals, educational materials, product descriptions and specifications, technical manuals, supporting materials, and other information regarding the Sublicensed Software regardless of the media on which it is provided.
- 1.1.33 **“Sublicensed Software”** means the object code version of the software product listed in Schedule “A” (and identified as Sublicensed Software in Schedule “A” or such subsequent product name adopted by Harris and identified to Organization in a written notice from Harris) and includes any Updates or Upgrades to the Sublicensed Software that have been provided to Organization as part of Support and Maintenance Services.
- 1.1.34 **“Support and Maintenance Fee”** means the fee to be paid by Organization for Support and Maintenance Services as set out in Schedule “A”.
- 1.1.35 **“Support and Maintenance Services”** means the maintenance and support services to be provided by Harris pursuant that are detailed in Schedule “D”.
- 1.1.36 **“Third Party Software”** means any third-party software product (including any related materials, information and documents) licensed to Organization by the applicable licensors as listed in Schedule “A.” The terms and conditions for the Third Party Software are listed in Schedule “E”. Future Releases of the Software may require alternate third-party software to be licensed by Organization, which will be subject to a third party license agreement between Organization and the relevant third party software licensor. In such case Schedule “A” shall be amended to add any such third-party software and it shall be deemed “Third Party Software” for the purposes of this Agreement Schedule “E” shall be amended to include additional Third Party Terms as applicable.
- 1.1.37 **“Third Party Terms”** means the terms and conditions that apply to licensing or access and use of the Third Party Software that are either listed or included in Schedule “E” and as such terms and conditions may be revised from time to time.
- 1.1.38 **“Update”** means any published changes, additions or corrections to the applicable software that primarily include a minor modification or enhancement to the applicable software related to a bug fix, minor additional functionality or legislative changes. An Update is designated by a change in the right-most digit in the version number (for example, a change from X.1 to X.2).
- 1.1.39 **“Upgrade”** is a major overhaul of the applicable software which is a complete new published version of the applicable software that modifies, revises or alters the applicable software and adds features, functionality or enhancements to such applicable software. An Upgrade is typically designated by a change in the number to the left of the decimal point in the version number (for example, a change from 1.X to 2.X).
- 1.1.40 **“User”** means any employee of Organization or any of Organization’s agents who are authorized by Harris pursuant to this Agreement to have access to the Software and Sublicensed Software by way of any type of interface (for example, graphical user interface or browser user interface).

Section 1.2 Currency

All references to currency in this Agreement and the related Schedules refer to U.S. Dollars.

Section 1.3 Schedules

The Schedules described below and appended to this Agreement shall be deemed to be integral parts of this Agreement and are incorporated herein by reference:

Schedule "A" - Description of Software, License Granted, and Fees

Schedule "B" - Statement of Work ("SOW") with attached

- Fee Structure and Payment Schedule for Consulting Services [**INTENTIONALLY OMITTED**]

Schedule "C" - Sample Change Order Form

Schedule "D" - Standard Support and Maintenance Guidelines

Schedule "E" – Third Party Software Terms and Conditions

Schedule "F" – Optional Harris Hosting Services Agreement

In the event of a conflict or inconsistency between the terms and conditions in the main body of this Agreement and the terms and conditions in Schedules "A", "B", "C", "D" and "E", the terms and conditions of the main body of this Agreement shall control unless otherwise expressly stated in the provision giving rise to the conflict or inconsistency. In the event of a conflict or inconsistency between the terms and conditions in the main body of this Agreement and the terms and conditions in Schedules "F", the terms and conditions of Schedule "F" shall control.

ARTICLE II: SOFTWARE LICENSE

Section 2.1 License

- 2.1.1 **Grant.** Subject to the terms and conditions of this Agreement, including without limitation the payment of the License Fees, Harris hereby grants to the Organization a personal, non-exclusive, non-transferable, perpetual (subject to termination in accordance with Section 8), limited right and license to:
- (i) install and allow the maximum number of Concurrent Users to use the Infinity CIS Software up to the Maximum Accounts solely for Organization's internal business purposes;
 - (ii) install and allow the maximum number of Named Users specified in Schedule "A" to access and use the Infinity FWM Software and Sublicensed Software up to the Maximum Accounts solely for Organization's internal business purposes;
 - (iii) copy the Infinity CIS Software and Sublicensed Software provided that Organization agrees that the original copy of the Infinity CIS Software, Infinity FWM Software and Sublicensed Software furnished by Harris and all copies thereof made by Organization are and at all times remain the sole property of Harris or its licensors and provided further that all copyright notices and other proprietary markings are retained on all such copies;
 - (v) to install and use the Infinity CIS Software on a reasonable number of non-production environments for Organization's performance testing, disaster recovery, disaster testing, training, archival and backup purposes;
 - (vi) to make a reasonable number of copies of the Infinity FWM Software and Sublicensed Software on non-production environments for Organization's archival and backup purposes;
 - (vii) to use, and copy the Infinity FWM Documentation and Sublicensed Documentation for Organization's internal business purposes, provided that Organization shall reproduce and include any copyright, trade secret notices and other proprietary markings are retained on any such copies; and
 - (viii) to use, copy and modify the Documentation for the purpose of creating and using training materials relating to the CIS Infinity Software which may include flow diagrams, system operation

schematics, and/or screen shots, provided that all required copyright notices and other proprietary markings are retained on all copies.

- 2.1.2 **Grant.** Subject to the terms and conditions of this Agreement, including without limitation the payment of the Subscription Fees, Harris hereby grants to the Organization a personal, non-exclusive, non-transferable, limited right and license during the Subscription Term to:
- (i) install and allow Users to use the Infinity CEP Software up to the Maximum Meters solely for Organization's internal business purposes;
 - (ii) copy the Infinity CEP Software provided that Organization agrees that the original copy of the Infinity CEP Software furnished by Harris and all copies thereof made by Organization are and at all times remain the sole property of Harris and Organization shall not remove, alter, obscure any copyright or other proprietary markings of Harris or its licensors;
 - (iii) to authorize Organization's customers to access and use the Infinity Customer Engagement Portal provided such customers agree to be bound by the Customer Engagement Portal Terms; (iv) to make a reasonable number of copies of the Infinity CEP Software on non-production environments for Organization's archival and backup purposes; and
 - (iv) to use, and copy the Infinity CEP Documentation for Organization's internal business purposes, provided that Organization shall reproduce and include any copyright, trade secret notices and other proprietary markings are retained on any such copies.
- 2.1.3 **Use by Independent Contractors.** Access to and use of the Software by independent contractors of the Organization shall be considered authorized use under this Section 2.1 so long as: (a) any such independent contractors are bound by obligations of confidentiality at least as protective of Harris' Confidential Information, and terms and conditions at least as protective of Harris' rights in and to the Software, as the terms and conditions of this Agreement; and (b) such independent contractors have been approved by Harris in its sole discretion in advance of the independent's contractors' access to the Software. Organization shall be responsible for (a) all of the actions of, and (b) any misuse or appropriation of the Software by any independent contractor.
- 2.1.4 The parties may, by written agreement, amend Schedule "A" from time to time to allow for additional Concurrent Users or additional Named Users, as required at Harris' then current prices and terms.
- 2.1.5 Organization acknowledges and agrees that any breach of this Agreement by its Users or customers shall constitute a breach by Organization.
- 2.1.6 **Infinity Customer Engagement Portal.** In the event that Organization decides to configure the Infinity CEP Software to enable access to the Infinity Customer Engagement Portal by Organization's customers, Organization shall comply with all laws, rules and regulations applicable to the use of the Infinity Customer Engagement Portal including, without limitation, those laws regarding privacy and data security. Without limiting the generality of the foregoing, Organization shall:
- (i) be solely responsible for ensuring appropriate security and privacy measures are put in place to secure the Infinity Customer Engagement Portal from unauthorized access and use including without limitation requiring all customers to set up a password and login in order to access the Infinity Customer Engagement Portal and shall require all such customers to keep such password information confidential and secure;

(ii) limit access by each customer of Organization solely to information regarding the particular customer's accounts; and

(iii) ensure that all credentials used by customers of Organization to access the Infinity Customer Engagement Portal are time limited and will expire when no longer reasonably necessary.

2.1.7 Publication of Data. Organization assumes all risks associated with enabling access to the Infinity Customer Engagement Portal to third parties and to the use of web enabled access to the Infinity CEP Software, whether such access is made available from within Organization's firewall or via the Internet. Organization agrees to defend, indemnify and hold harmless Harris, its licensors, service providers, affiliates and each of their respective officers, directors, employees, and agents (the "**Indemnities**") from and against all losses, costs, damages, liabilities, and expenses (including reasonable attorney's fees) incurred by the Indemnities in any claim, action, suit or proceeding arising out of or in connection with the use of the Infinity Customer Engagement Portal, web based features or portions of the Infinity CEP Software, and/or any website operated by or on behalf of Organization that displays any part of the Infinity CEP Software and the publication, display and use of the information and data described and/or contained on the Infinity Customer Engagement Portal, web based features or portions of the Infinity CEP Software, or such website, including but not limited to any claim with respect to any improper or incorrect use of the information or any defamatory, offensive, or other illegal conduct of users or third parties.

Section 2.2 **Term**

This Agreement commences on the Effective Date and shall continue to be in force unless and until terminated pursuant to the terms hereof.

Section 2.3 **Restrictions on Use**

Without limiting the generality of the License granted in Section 2.1 and any other restrictions listed in this Agreement:

2.3.1 Organization shall not, and will not allow, direct or authorize (directly or indirectly) any third party to: (i) use the Software or Sublicensed Software for any purpose other than in connection with Organization's primary business or operations; (ii) disassemble, decompile, reverse engineer, defeat license encryption mechanisms, or translate any part of the Software or Sublicensed Software, or otherwise attempt to reconstruct or discover the source code of the Software or Sublicensed Software except and only to the extent that applicable law expressly permits, despite this limitation; (iii) modify or create derivative works of the Software or Sublicensed Software or merge all or any part of the Software or Sublicensed Software with any other program; (iv) rent, lease, lend, distribute, transfer, sell, pledge, assign, or otherwise transfer the Software or Sublicensed Software; (v) use the Software or Sublicensed Software for time-sharing or bureau use, or to publish or host the Software or Sublicensed Software for others to use (except the limited right to permit Organization's customers to access and use the Infinity Customer Engagement Portal in accordance with this Agreement); or (vi) knowingly take any actions that would cause the Software or Sublicensed Software to become subject to any open source or quasi-open source license agreement. Organization shall be wholly liable to Harris for any misuse of the Software or Sublicensed Software.

Section 2.4 Ownership of Software and Confidential Information

- 2.4.1 The Software, Sublicensed Software, related materials, and any Third Party Software supplied by Harris are protected by copyright, trade secret, trademark, and other intellectual property laws. The Software and Sublicensed Software is licensed and may not be resold or sublicensed by Organization. Any rights not expressly granted herein are reserved. Organization may not obscure, remove or otherwise alter any copyright, trademark or other proprietary notices from the Software or Sublicensed Software and related materials supplied by Harris.
- 2.4.2 Organization acknowledges and agrees that Harris or its licensors are and shall remain the sole and exclusive owner of the Software, Sublicensed Software, Documentation, Infinity CEP Documentation, Infinity FWM Documentation, and Sublicensed Documentation, including without limitation any and all Intellectual Property Rights therein. Organization shall report to Harris any known or discovered infringement or misappropriation of Harris' or its licensors' Intellectual Property Rights or other rights in the Software, Sublicensed Software, Documentation, Infinity CEP Documentation, Infinity FWM Documentation, or Sublicensed Documentation of which Organization becomes aware.
- 2.4.3 The Organization will take reasonable care to safeguard the Software and Sublicensed Software, and at least the same care as it takes to safeguard its own similar Confidential Information.
- 2.4.4 To confirm compliance with this Article II, Organization shall permit Harris to visit during normal business hours any premises at which the Software and/or Sublicensed Software is used or installed and shall provide Harris with access to its Software and Sublicensed Software. Harris shall provide Organization with reasonable notice of any such audit.

Section 2.5 Ownership and Disposition of Documents

- 2.5.1 The parties agree that no materials or documents are being created for Organization by Harris under this Agreement. All materials and documents which were developed or prepared by Harris for general use and which are not the copyright of any other party or publicly available, including educational materials, remain the sole property of Harris.
- 2.5.2 Where the Organization requests custom materials or documents, the parties shall enter into a separate written agreement which shall include a duly executed statement of work and provisions for the license or ownership of said custom materials.

Section 2.6 Third Party Software

- 2.6.1 In the event that Harris may distribute to Organization any Third Party Software or refer Organization to licensors of the Third Party Software which is described as Third Party Software in Schedule "A", Organization, subject to further agreement of the parties and receipt of necessary board or other governing body approvals, shall pay Harris for the Third Party Software: (i) in the amounts listed in Schedule "A"; or (ii) directly to licensor of such Third Party Software as set out in Schedule "A"; or (iii) as otherwise agreed by the parties. Harris and/or the Third Party Software licensor will provide Organization with one copy of the then current user documentation for use with the Third Party Software.
- 2.6.2 It is acknowledged by the parties hereto that the Third Party Software provided to Organization pursuant to this Agreement was developed and delivered to Harris or to Organization, as applicable, by

one or more Third Party Software licensors. As such, the Third Party Software is licensed to Organization by the applicable licensor listed in Schedule "A" and subject to the Third Party Terms which shall be pursuant to an agreement between Organization and the licensor of the Third Party Software. Harris makes no warranties, express or implied, with respect to the Third Party Software, including, without limitation, their merchantability or fitness for a particular purpose and Harris accepts no liability of any kind whatsoever with respect to the Third Party Software. Any warranty Organization has with respect to the Third Party Software shall be solely provided by the Third Party Software licensor.

- 2.6.3 Organization agrees that it shall not permit any third party to have access to the Third Party Software during the term of this Agreement and that the restrictions as set out in Section 2.3 and the confidentiality obligations set out in Section 8.1 shall equally apply to the Third Party Software, subject to any specific permissions that are provided in the license provided by the third party licensor to the Organization.

ARTICLE III: PROFESSIONAL SERVICES

Section 3.1 Harris' Services

In order to achieve the Completion of Services, Harris agrees, subject to the terms and conditions of this Agreement, to perform the professional services for the Organization in accordance with the relevant Statement of Work ("**Professional Services**"), which will include the following:

- 3.1.1 Oversee and implement the conversion from the Organization's existing software applications to Harris' Software and Sublicensed Software.
- 3.1.2 Install the Software, Sublicensed Software and perform necessary setup and configuration operations.
- 3.1.3 Provide training.
- (i) Organization shall provide copies of the training manuals required for the training classes to each participant either by photocopy or electronic duplication. Each copy is subject to the restrictions and obligations contained in this Agreement.
 - (ii) On-line reference Documentation and Sublicensed Documentation is delivered with each release. Organization may print or copy this Documentation and Sublicensed Documentation solely for its internal use.
 - (iii) Cancellation of any on-site Professional Services by Organization is allowed for any reason if done in writing more than fourteen (14) days in advance of such Professional Services. Excepting situations involving a breach by Harris of these Agreement terms, Organization will be billed for any non-recoverable direct costs incurred by Harris that result from a cancellation by Organization with fourteen (14) days or less of scheduled on-site Professional Services. Additionally, Organization hereby acknowledges that cancellation of on-site Professional Services means that such on-site Professional Services will be rescheduled as Harris's then current schedule permits. Excepting situations involving a breach by Harris of these Agreement terms, Harris is not responsible for any delay in Organization's project resulting from Organization's cancellation of Professional Services. If upon Harris arrival, the Organization has not completed required tasks for such visit, then the Organization will be billed 100% of the on-site fee and scheduled on-site Professional Services may be cancelled at Harris' discretion. If additional Professional Services are required because the Organization was not adequately prepared, Harris will provide a Change Order to the Organization for said Professional Services.
- 3.1.4 The Statement of Work describes in greater detail the Professional Services, the method by which the Professional Services shall be performed and other obligations on the part of the two parties. To the extent that

the Statement of Work more explicitly details the Professional Services or the obligations of a party, then those details shall prevail over any other document that is less explicit.

Section 3.2 Performance by Harris

- 3.2.1 Harris' Discretion -- Subject to the terms of this Agreement, Harris shall determine in its sole discretion the manner and means by which the Professional Services shall be performed. Harris will consult with the Organization on its methodology, manner and means.
- 3.2.2 Conduct on Organization's Premises -- The Professional Services shall be performed with the Organization's full cooperation, on the premises of the Organization or, if agreed to by both parties, at an alternative location. When working on the Organization's premises, Harris personnel shall observe the Organization's administrative and ethics codes relating to the security, access or use of all or part of the Organization's premises and any of the Organization's property, including proprietary or confidential information.
- 3.2.3 Inquiries by Organization -- Harris shall respond expeditiously to any inquiries pertaining to this Agreement from the Organization.
- 3.2.4 Independence -- As an independent consultant, Organization retains Harris and its employees and agents on an independent contractor basis and not as an employee.
- 3.2.5 Coordination of Services -- Harris agrees to coordinate with Organization staff in the performance of Professional Services and to be available for consultation at all reasonable times.

Section 3.3 Performance by Organization

- 3.3.1 Cooperation by Organization: The Organization acknowledges that the success and timeliness of the implementation process shall require the active participation and collaboration of the Organization and its staff and agrees to cooperate fully with Harris to achieve the Completion of Services expeditiously.
- 3.3.2 Project Manager: The Organization shall designate a project manager to facilitate the successful implementation.
- 3.3.3 Additional Organization Obligations:
- (i) Organization shall install all Updates within a reasonable time after notification of their availability. However, any fix or correction designated as "critical" by Harris shall be implemented by Organization within thirty (30) days of such notification.
 - (ii) Organization shall notify Harris of suspected defects in any of the Software and Sublicensed Software supplied by Harris. Organization shall provide, upon Harris request, additional data to reproduce the environment in which such defect occurred.
 - (iii) Organization shall allow the use of online diagnostics on the Software and Sublicensed Software supplied to Organization as requested by Harris. Organization shall provide to Harris, at Organization's expense, access to the Software and Sublicensed Software via the Organization's firewall to communications software (e.g. PC Anywhere, WebEx, Web Demo).
 - (iv) Organization personnel shall be educated and trained in the proper use of the Software and Sublicensed Software in accordance with applicable Harris manuals and instructions. If Organization's personnel are not properly trained as mutually determined by Harris and Organization, such personnel will be trained by Harris or Organization within fifteen (15) days. If Harris performs such training, it shall be compensated in accordance with this Agreement.
 - (v) Organization shall establish proper backup procedures necessary to replace critical Organizational data in the event of loss or damage to such data from any cause and despite anything in this Agreement or the Statement of Work to the contrary, Harris is absolved from

- any requirements regarding the backup of any data. Organization shall provide Harris with access to qualified functional or technical personnel to aid in diagnosis and to assist in repair of the Software and/or Sublicensed Software in the event of error, defect or malfunction.
- (vi) Organization shall not permit any third party to have direct access to or provide services in relation to the Software, Sublicensed Software, or any Third Party Software without Harris' prior written consent.
 - (vii) Organization shall have the sole responsibility for:
 - (a) the performance of any tests it deems necessary prior to the use of the Software and/or Sublicensed Software;
 - (b) assuring proper required hardware and software installation, configuration, verification, audit controls and operating methods;
 - (c) implementing proper procedures to assure security and accuracy of input and output and restart and recovery in the event of malfunction; and
 - (d) timely upgrade and keeping current all third party license to releases and/or software products to meet the requirements of the Software and Sublicensed Software.

ARTICLE IV: SUPPORT AND MAINTENANCE

Section 4.1 Delivery of Support and Maintenance Services

- 4.1.1 Method of Delivery. Harris shall provide software support via telephone and electronic transmission, with site visits only when necessary. The Support and Maintenance Services will be provided during the hours of operation as described in Schedule "D" hereto, effective on the date the Software and Sublicensed Software is installed (the "**Start Date**"). Such services may be modified subject to further agreement of the parties and receipt of necessary board or other governing body approval. Organization will establish auto remote access procedures compatible with Harris' current practices.
- 4.2.2 The initial term for Support and Maintenance Services shall be for one year beginning on the Start Date ("**Initial Support Term**"). Thereafter, the term of Support and Maintenance Services shall automatically renew annually, unless terminated by either party upon giving to the other not less than ninety (90) days' notice in writing prior to the end of the Initial Support Term or any subsequent anniversary of such date (each a "**Support Renewal Term**"). The Initial Support Term and Support Renewal Term shall collectively be referred to as the "Support Term". Organization shall pay the then prevailing Support and Maintenance Fee in advance for each such Support Term one-year term and where the notice of non-renewal has not been provided in accordance with these terms, the Organization is obliged to pay the Support and Maintenance Fee for the then applicable Support Term. , Harris shall neither refund any Support and Maintenance Fee nor any Billable Fees if the Support and Maintenance Services are terminated. Organization acknowledges that if Support and Maintenance Services are terminated, then it will not be eligible to receive the benefits of Support and Maintenance Services as defined in this Article IV, including the right to Releases or to access the source code in escrow upon the occurrence of any Event of Default (as defined in 4.2.4, below).
- 4.2.3 Title to and ownership of all proprietary rights in the Releases and all related proprietary information supplied by Harris in providing the Support and Maintenance Services shall at all times remain with Harris, and Organization shall acquire no proprietary rights by virtue of such Support and Maintenance Services. Any updates related to Third Party Software (if any) shall be subject to the applicable Third Party Software licensor's agreement.

4.2.4 Harris shall have the right to terminate Support and Maintenance Services pursuant to this Agreement upon no less than sixty (60) days' written notice of termination if:

- (i) Organization attempts to assign this Agreement or any of its rights hereunder, or undergoes a Reorganization, without complying with this Agreement; or
- (ii) Organization has not paid an invoice within ninety (90) days of the start of a Support Renewal Term.

ARTICLE V: REPRESENTATIONS AND WARRANTIES

Section 5.1 Warranty of Performance

5.1.1 The Software and Sublicensed Software will substantially perform as described in the specifications set out in the Documentation and Sublicensed Documentation, respectively, for a period of ninety (90) days from the Completion of Services if the Software and Sublicensed Software are used in accordance with the Documentation and Sublicensed Documentation, respectively, the terms of this Agreement and where the Organization has the Required Programs and the hardware meets the requirements. Excepting situations involving a breach of this Agreement by Harris, the Organization's sole recourse in the event the Software or Sublicensed Software do not conform to the foregoing warranty is the repair and replacement of the Software or Sublicensed Software, as applicable.

5.1.2 In the event an error is discovered in the Software or Sublicensed Software outside the warranty period and the error can be reproduced by Harris, provided Organization has ongoing Support and Maintenance with Harris pursuant to Article IV of this Agreement, Harris will make reasonable commercial efforts to provide Organization with a correction or suitable workaround in accordance with the terms of Article IV. Harris reserves the right to correct any defects about which it is made aware and to produce in its sole discretion Releases within a reasonable time.

5.1.3 Harris warrants that Professional Services performed pursuant to this Agreement will be performed in a professional and workmanlike manner by personnel who are exercise reasonable care and skill in performing their individual tasks.

Section 5.2 Exclusions to Warranty

5.2.1 Harris shall not be liable for any breach of the foregoing warranties which results from causes beyond the reasonable control of Harris, including:

- (a) where the installation, integration, modification or enhancement of the Software or Sublicensed Software, as applicable, was not done by Harris or its authorized agent, or where Organization has taken any action which is prohibited by the Documentation or Sublicensed Documentation, as applicable, or this Agreement;
- (b) any use or combination of the Software or Sublicensed Software with any software, equipment or services not supplied by or on behalf of Harris;
- (c) user error, or other use of the Software or Sublicensed Software in a manner or in an operating environment for which it was not intended or other than as permitted herein;
- (d) Organization's failure to install a new Update necessary to cure an error or bug, for security or legislative compliance purposes or for such other reasons as Harris may determine in its sole discretion;
- or
- (e) any other event of force majeure.

Section 5.3 No Other Warranties

TO THE GREATEST EXTENT PERMITTED BY LAW, EXCEPT FOR THE EXPRESS LIMITED WARRANTIES SET OUT IN SECTION 5.1, THE SOFTWARE AND SUBLICENSSED SOFTWARE ARE LICENSED (OR SUB-LICENSED), THE PROFESSIONAL SERVICES, SUPPORT AND MAINTENANCE SERVICES, AND ALL OTHER MATERIALS AND SERVICES ARE PROVIDED TO THE ORGANIZATION “AS IS” AND THERE ARE NO WARRANTIES, REPRESENTATIONS OR CONDITIONS, EXPRESSED OR IMPLIED, WRITTEN OR ORAL, ARISING BY STATUTE, OPERATION OF LAW, COURSE OF DEALING, USAGE OF TRADE OR OTHERWISE, REGARDING THEM OR ANY OTHER PRODUCT, SERVICE OR MATERIAL PROVIDED HEREUNDER OR IN CONNECTION HEREWITH.

HARRIS, ITS LICENSORS AND SUPPLIERS DISCLAIM ANY IMPLIED WARRANTIES OR CONDITIONS ARISING UNDER THIS AGREEMENT REGARDING THE SOFTWARE, SUBLICENSSED SOFTWARE, THE PROFESSIONAL SERVICES, THE SUPPORT AND MAINTENANCE SERVICES, AND ANY OTHER PRODUCTS, SERVICES AND MATERIALS PROVIDED HEREUNDER OR IN CONNECTION HEREWITH, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, DURABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT.

HARRIS DOES NOT REPRESENT OR WARRANT THAT THE SOFTWARE AND SUBLICENSSED SOFTWARE SHALL OPERATE ERROR FREE OR IN THE COMBINATIONS SELECTED, THAT IT SHALL MEET ANY OR ALL OF THE ORGANIZATION’S PARTICULAR REQUIREMENTS, OR THAT ALL ERRORS OR DEFECTS IN THE SOFTWARE AND SUBLICENSSED SOFTWARE CAN BE FOUND OR CORRECTED.

NO AGREEMENTS VARYING OR EXTENDING ANY EXPRESS WARRANTIES SET FORTH IN THIS AGREEMENT SHALL BE BINDING ON EITHER PARTY UNLESS IN WRITING AND SIGNED BY AN AUTHORIZED SIGNING OFFICER OF HARRIS.

Section 5.4 Required Programs and Hardware

- 5.4.1 The Organization acknowledges that the use of the Software and Sublicensed Software may require that the Organization obtain and install additional required software programs (the “**Required Programs**”), as detailed in the attached Schedule “A”. The Organization agrees that the acquisition of the Required Programs (including the cost for future updates) shall be at its sole cost and that the cost thereof is not included in the fees herein.
- 5.4.2 Organization’s hardware shall be maintained in sufficient quality, condition and repair at Organization’s sole cost and expense to support the Software and Sublicensed Software licensed and supported herein. If Harris determines that Organization’s hardware is not of sufficient quality, condition and repair, Harris shall so notify Organization, and Organization will use reasonable efforts to remedy any hardware deficiencies within sixty (60) days.
- 5.4.3 Organization shall provide no less than one hundred eight (180) days’ notice where the Organization anticipates changing any of the third party software or hardware products in use on the Organization’s system so that Harris may assess whether the Software and Sublicensed Software will function with the different software or hardware. Where Harris determines that the Software or Sublicensed Software may not function with the alternative software or hardware then any upgrade by Organization to the software or hardware will be at Organization’s sole risk. Harris and Organization may be required to enter into a Statement of Work document subject to additional fees in order to make this determination, which document may require approval by a board or other governing body.

ARTICLE VI: FEES AND PAYMENT

Section 6.1 Fees and Payments for Licenses

- 6.1.1 In consideration of the license rights granted to Organization under this Agreement Organization agrees to pay to Harris the License Fees and/or the Subscription Fees, as applicable, which is not inclusive of any applicable taxes. As applicable, the Organization shall be responsible for the payment of any applicable duties and sales/consumption taxes. The fee structure and payment schedule is outlined in the attached Schedule "B". The License is subject to the full payment of the License Fees. All payments for License Fees and/or the Subscription Fees are non-refundable.
- 6.1.2 Except for any part of the License Fees and/or the Subscription Fees which are payable on the Effective Date, or in situations involving a breach by Harris of this Agreement, during the term of this Agreement or during the Subscription Term, as applicable, Organization shall have thirty (30) days after the date outlined in the payment schedule in Schedule "B" to pay Harris the applicable License Fees or the Subscription Fees, as applicable.

Section 6.2 Fees and Payments for Professional Services

- 6.2.1 In consideration of the Professional Services, the Organization agrees to pay Harris the total fees as set out the SOW (the "**Professional Services Fees**") in accordance with the payment schedule set out therein. All payments for Services are non-refundable.
- 6.2.2 Subject to necessary further agreement of the parties and receipt of approval from a board or other governing body, the Organization agrees to reimburse Harris for its travel, lodging, per diem and other out of pocket expenses as set out in the attachment to the SOW (Schedule "B").
- 6.2.3 During the term of this Agreement, Harris shall, from time to time, deliver invoices to Organization. Each invoice is due and payable upon receipt.
- 6.2.4 In the event Organization fails to pay all or any portion of an invoice on or before ninety (90) days after the date it becomes due, in addition to all other remedies Harris has under this Agreement or otherwise, following sixty (60) days' notice and opportunity to cure, Harris shall have the option to suspend or terminate all Professional Services under this Agreement. Suspension or termination of any such services shall not relieve the Organization of its obligation to pay its outstanding invoices, including any late charges.
- 6.2.5 The Fees and any other fees set out in this Agreement are exclusive of taxes. To the extent applicable, Organization agrees to pay all foreign, federal, state, provincial, county or local income taxes, value added taxes, use, personal, property sales and any other taxes, tariff, duty or similar charges that may be levied by a taxing authority (excluding taxes on Harris' net income).
- 6.2.6 Change Orders. For proposed changes to the Professional Services defined by this Agreement that do not materially impact the scope of either party's work effort required under this Agreement, the parties will cooperate in good faith to gain necessary approvals for and execute Change Orders in respect thereof. If either party causes or requests a change that, in the reasonable opinion of the other party, materially impacts the scope of the parties' work effort required under this Agreement, such as, but not limited to, changes in the allocation of the resources of the Organization and of Harris applied to a task, changes in completion schedules for individual tasks or for overall implementation, and changes in staffing that require a party to provide additional work hours, the other party may propose a change to cover the additional work effort required of it as a part of the proposed Change Order, or as separately approved by the Parties. Approval of any such proposed changes will not be unreasonably withheld (it being acknowledged that any such material changes may require modifications to the consideration

paid, timelines governing, and the Services), and any disputes regarding changes shall be handled initially by discussions between the parties which will be convened in good faith by the parties to resolve any such matters in dispute. A sample Change Order is presented in Schedule "C".

Section 6.3 Fees and Payments for Support and Maintenance

- 6.3.1 In consideration for the Support and Maintenance Services provided hereunder, Organization shall pay the Support and Maintenance Fee. The Support and Maintenance Fee will be billed annually in advance beginning on the Start Date and thereafter on the anniversary of the Start Date or on an alternative date mutually agreed to by both parties. If the Organization would like to match the annual invoicing of the Support and Maintenance Fee to its fiscal year or any other period it may request, then Harris will issue a prorated invoice for the portion of the year remaining during the initial term. Subject to necessary further agreement of the parties and receipt of board or other governing body approval, Harris may change the Support and Maintenance Fee from time to time in relation to each renewal term, but Organization shall only be billed once per year and Harris shall provide sufficient notice of such fee change that Organization may exercise its rights pursuant to Article VII of this Agreement.
- 6.3.2 In addition to the Support and Maintenance Fee, and subject to necessary further agreement of the parties and board or governing body approvals, Organization shall reimburse Harris for its direct expenses in providing support services ("**Billable Fees**") pursuant to this Agreement which include:
- (i) its direct travel expenses which are excluded from the total fees amount described in the Statement of Work, including, but not limited to hotel, airfare, car rental, tolls, parking and airline and travel agent fees;
 - (ii) courier services, photocopying, faxing and reproduction, all reasonable travel costs (hotel and airfare) including a travel time rate of \$75.00 per hour;
 - (iii) a per diem rate of \$70.00 for week days and a \$140.00 for weekends and statutory holidays that includes all meal, food and telecommunications expenses (no receipts will be provided);
 - (iv) a mileage charge based on the current U.S. Internal Revenue Service recommended rate per mile, long distance telephone calls; and
 - (v) all other reasonable expenses incurred in the performance of Harris's duties including courier services and documentation copying or production.
- Subject to further agreement of the parties provided with sufficient time for Organization to exercise its rights under Article VII, Harris may update its reimbursement policies and rates related to the Billable Fees from time to time, in which case such updated policies shall apply for purposes of this Agreement, provided that such updated reimbursement policies must generally apply to all clients of Harris, and necessary approvals of Organizations board or governing body are obtained.
- 6.3.3 Harris shall supply all Upgrades to Organization at no additional charge other than the payment of the ongoing Support and Maintenance Fee. Upgrades may require additional services to be performed by Harris outside of the scope of those services provided by Harris, including additional training not covered by this Agreement and professional services for the installation and implementation of the Upgrade that will be subject to the Harris then-prevailing policies, terms and Billable Fees related to pricing and hourly rates. All such services shall be performed subject to a newly negotiated Statement of Work that will be subject to the terms of this Agreement, and may require further board or governing body approvals.
- 6.3.4 All Updates of the Software and all those services listed in the Statement of Work which are included as part of Organization's Support and Maintenance Services will be made available to Organization at no additional charge other than the payment of the Support and Maintenance Fee.

- 6.3.5 All payments for the Support and Maintenance Fee shall be net of any taxes, tariffs or other governmental charges. Harris shall be responsible for paying all taxes, fees, assessments and premiums of any kind payable on its employees and operations. Any tax Harris may be required to collect or pay upon the sale, use or delivery of support and maintenance services shall be paid by Organization and such sums shall be due and payable to Harris upon receipt of an invoice therefore, as otherwise set forth herein. As applicable, any taxes levied in relation to the Professional Services required for a Release shall be paid by Organization.

ARTICLE VII: REMEDIES, LIABILITY AND INDEMNITY

Section 7.1 Remedies and Liability

- 7.1.1 Termination of this Agreement shall be without prejudice to any other rights and remedies except as expressly set out in this Agreement.
- 7.1.2 The Organization and Harris recognize that circumstances may arise entitling the Organization to damages for breach or other fault on the part of Harris arising from this Agreement. The parties agree that in all such circumstances the Organization's remedies and Harris' liabilities will be limited as set forth below and as set forth in Schedule "F" in the case of the Hosting Services and that these provisions will survive notwithstanding the termination or other discharge of the obligations of the parties under this Agreement.
- (i) EXCEPT FOR DAMAGES ARISING OUT OF HARRIS' INDEMNIFICATION OBLIGATIONS SET FORTH IN SECTION 7.3, BOTH PARTIES AGREE THAT TO THE GREATEST EXTENT PERMITTED BY APPLICABLE LAW, HARRIS', ITS LICENSORS', AND EACH OF THEIR RESPECTIVE OFFICERS', EMPLOYEES', AND AGENTS' ENTIRE LIABILITY (UNDER CONTRACT OR IN TORT INCLUDING FUNDAMENTAL BREACH, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE), IF ANY, FOR ANY DAMAGES RELATING TO OR ARISING UNDER THIS AGREEMENT SHALL NOT EXCEED IN THE AGGREGATE AN AMOUNT THAT IS EQUAL TO THE FEES PAID TO HARRIS BY THE ORGANIZATION UNDER THIS AGREEMENT LESS ANY AMOUNTS PAID TO ORGANIZATION UNDER SCHEDULE "F" IN RESPECT OF CLAIMS RELATED TO THE HOSTING SERVICES.
 - (ii) IN ADDITION TO THE FOREGOING, HARRIS, ITS LICENSORS, AND EACH OF THEIR RESPECTIVE OFFICERS, EMPLOYEES, AND AGENTS SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, PUNITIVE, OR SPECIAL DAMAGES WHATSOEVER, INCLUDING BUT NOT LIMITED TO LOST REVENUE OR LOSS OF PROFITS, LOSS OF BUSINESS, LOSS OF DATA, FAILURE TO REALIZE EXPECTED SAVINGS, OR COST OF SUBSTITUTE GOODS OR SERVICES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, EVEN IF IT HAS BEEN ADVISED OF THE LIKELIHOOD OF THE OCCURRENCE OF SUCH LOSS OR DAMAGES AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. **THIS LIMIT OF LIABILITY SHALL NOT APPLY TO: (1) DAMAGES CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF HARRIS, (2) HARRIS' OBLIGATIONS TO INDEMNIFY AND DEFEND CUSTOMER UNDER THIS AGREEMENT, OR (3) WRONGFUL DEATH CAUSED BY HARRIS.**
 - (iii) CLAUSES (i) AND (ii) SHALL APPLY IN RESPECT OF ANY CLAIM, DEMAND OR ACTION BY A PARTY IRRESPECTIVE OF THE NATURE OF THE CAUSE OF ACTION UNDERLYING SUCH CLAIM, DEMAND OR ACTION, INCLUDING, BUT NOT LIMITED TO, BREACH OF CONTRACT, RESCISSION OF CONTRACT, OR TORT (INCLUDING FUNDAMENTAL BREACH OR NEGLIGENCE).

Section 7.2 Intent

Except as otherwise set forth herein, the parties hereby confirm that the waivers and disclaimers of liability, releases from liability, limitations and apportionments of liability, and exclusive remedy provisions expressed throughout this Agreement shall apply even in the event of default, negligence (in whole or in part), strict liability or breach of contract of the person released or whose liability is waived, disclaimed, limited, apportioned or fixed by such remedy provision, and shall extend to such person's affiliates and to its shareholders, directors, officers, employees and affiliates.

Section 7.3 Intellectual Property Indemnity

- 7.3.1 In the event there is a third party claim against Organization alleging that Organization's use of the Software in accordance with this Agreement constitutes an infringement of a Canadian or United States' patent, copyright, trademark or trade secret or other intellectual property that is valid and enforceable in Organization's jurisdiction, Harris shall, at its expense, defend and indemnify Organization and pay any final judgment (including all damages awarded against Organization) against Organization or settlement agreed to by Harris in advance on Organization's behalf. This indemnity is only effective where (i) Organization has not made any admissions or begun settlement negotiations either prior to or after providing notice to Harris of the applicable claim except with Harris' prior written consent, (ii) Harris has sole control of the defense of any claim or proceeding and all negotiations for its compromise or settlement; (iii) Organization reasonably assists and provides information to Harris throughout the action or proceeding, and (iv) Organization has not modified the Software in any manner whatsoever except with the prior written consent of Harris.
- 7.3.2 Harris' liability for any claims under this Section 7.3 shall be reduced to the extent such claim arises from:
- (i) alterations or modifications to the Software by Organization or a third party in any manner whatsoever;
 - (ii) combination, integration or use of the Software with software, hardware or other materials not approved by Harris where such claim would not have arisen but for such combination, integration or use;
 - (iii) use of the Software other than in compliance with this Agreement;
 - (iv) compliance with the Organization's written instructions or specifications; or
 - (v) use of the Software after notice from Harris that it should cease due to possible infringement.
- 7.3.3 Any breach by Organization of this Section 7.3 shall nullify this indemnity but not the sole right of Harris to have full and complete authority of the defense to defend such claim or proceeding and of all negotiations related therewith and the settlement thereof. In the event that the Organization's use of the Software is finally held to be infringing, Organization agrees that the only remedy available to it shall be subject to further agreement of the parties and receipt of approvals, as necessary, for Harris to: (1) procure for the Organization the right to continue use of the Software; or (2) modify or replace the Software so that it becomes non-infringing. .
- 7.3.4 The foregoing states Harris' entire liability, and the Organization's exclusive remedy, with respect to any claims of infringement of any copyright, patent, trademark, trade secret or other intellectual property and property interest rights relating to the Software, or any part thereof or use thereof, as set forth herein.
- 7.3.5 Organization may, at Organization's sole cost and expense, retain counsel of its own choosing who shall be permitted to attend all settlement conferences and hearings or other court appearances related to the proceeding.
- 7.3.6 The indemnity provisions of this Section 7.3 shall not apply to Third Party Software.

ARTICLE VIII: GENERAL**Section 8.1 Confidentiality Obligations**

Each of the parties (the “**Receiving Party**”, as applicable) agree, subject to and as permissible according to applicable law:

- (i) to keep confidential any and all Confidential Information with respect to the other party (the “**Disclosing Party**”) which it has received or may in the future receive in connection with this Agreement and to take all reasonable steps, which shall be no less than those steps it takes to protect its own confidential and proprietary information, to protect the Confidential Information of the Disclosing Party from unauthorized use, disclosure, copying or publication;
- (ii) not to use the Confidential Information of the Disclosing Party other than in the course of exercising its rights or performing its obligations under this Agreement;
- (iii) not to disclose or release such Confidential Information except to the extent required by applicable law or during the course of or in connection with any litigation, arbitration or other proceeding based upon or in connection with the subject matter of this Agreement, provided that the Receiving Party shall first give reasonable notice to the Disclosing Party prior to such disclosure so that the Disclosing Party may obtain a protective order or equivalent and provided that the Receiving Party shall comply with any such protective order or equivalent;
- (iv) not to disclose or release such Confidential Information of the Disclosing Party to any third person without the prior written consent of the Disclosing Party, except for authorized employees or agents of the Receiving Party who have a need to know such information for the purpose of performance under this Agreement and exercising its rights under this Agreement, and who are bound by confidentiality obligations at least as protective of the Disclosing Party’s Confidential Information as terms and conditions of this Agreement; and
- (v) to take such actions as may be reasonably necessary to enforce its agreements with its employees and agents, including commencing legal proceedings.

Section 8.2 Termination

8.2.1 If either party should fail to comply with its obligations under this Agreement, the other party must notify the breaching party in writing of such default (a “**Default Notice**”). Upon receipt of a Default Notice, the breaching party must correct the default at no additional cost to the other party within ninety (90) days or issue a written notice of its own disputing the alleged default within thirty (30) days, immediately following receipt of a Default Notice. If the breaching party fails to

- (i) issue a written notice disputing the alleged default within such thirty (30) day period; or

- (ii) to correct the default within such ninety (90) day period following receipt of the Default Notice, this will constitute an “Event of Default” and the other party may terminate this Agreement effective upon written notice to the other party to that effect.
- 8.2.2 If Organization has failed to pay any of the Fees in accordance with Article VI, then Harris shall have the right to terminate the license rights granted herein and this Agreement effective immediately upon written notice to Organization, as set forth above.
- 8.2.3 As set forth above, either party may terminate this Agreement effective immediately upon written notice to the other party if the other party:
- (i) becomes insolvent;
 - (ii) becomes the subject of any proceeding under any bankruptcy, insolvency or liquidation law, whether domestic or foreign, and whether voluntary or involuntary, which is not resolved favorably to the subject party within ninety (90) days of commencement thereof; or
 - (iii) becomes subject to property seizure under court order, court injunction or other court order which has a material adverse effect on its ability to perform hereunder.
- 8.2.4 The parties agree that if the Organization breaches any term of Section 2.3, Section 2.4, or any Intellectual Property Right of Harris or its licensors, then Harris shall have the right to terminate this Agreement as set forth above effective immediately upon written notice to that effect.

Section 8.3 Procedure on Termination

- 8.3.1 If this Agreement is terminated by Organization prior to the Completion of Services, then within ninety (90) days following such termination, the Organization shall either return to Harris, delete, or destroy the Software and Sublicensed Software from all of its locations (except as required under any statute related to retention requirements) together with all Confidential Information of Harris including all copies thereof in Organization’s possession or control and Organization shall certify in writing to Harris that all of the Organization’s copies of the Software, Sublicensed Software and Harris Confidential Information have either been returned to Harris, deleted, or destroyed.
- 8.3.2 If this Agreement is terminated by Organization following the Completion of Services, then
- (a) the Organization shall either return to Harris, delete, or destroy the Infinity Enterprise Software from all of its locations (except as required under any statute related to retention requirements) together with all Confidential Information of Harris including all copies thereof in Organization’s possession or control and Organization shall certify in writing to Harris that all of the Organization’s copies of the Infinity Enterprise Software and related Harris Confidential Information have either been returned to Harris, deleted, or destroyed; and
 - (b) the Organization may retain the copy of the CIS Infinity Software and Sublicensed Software in its possession as of the Completion of Services and the license rights in Article II shall survive and continue for so long as and conditional upon Organization’s ongoing compliance with the terms and conditions of this Agreement applicable to the CIS Infinity Software, Sublicensed Software, Harris Intellectual Property Rights, and Confidential Information of Harris, including, but not limited to, such obligations relating to ownership of the CIS Infinity Software, Sublicensed Software, and confidentiality and all of the restrictions on the Organization as set out in Article II.
- 8.3.3 If this Agreement is terminated by Harris, then all license rights granted to Organization shall immediately cease and the Organization shall either return to Harris, delete, or destroy all copies of the Software and Sublicensed Software from all of its locations (except as required under any statute related to retention requirements) together with all Confidential Information of Harris and all copies thereof in Organization’s possession or control, and Organization shall certify in writing to Harris that all

such copies of the Software, Sublicensed Software, and Confidential Information of Harris have either been returned to Harris, deleted or destroyed.

- 8.3.4 All warranties related to the Software, Sublicensed Software, Professional Services, and Support and Maintenance Services terminate upon the termination of this Agreement.

Section 8.4 Hosting Services

Organization shall have the option to purchase Hosting Services from Harris for the Software and Sublicensed Software. Subject to the payment of the hosting fees set out in Schedule "F", Harris shall provide the Hosting Services to Organization subject to the terms and conditions set out in Schedule "F".

Section 8.5 Mediation

The parties agree to submit any claim, controversy or dispute arising out of or relating to this Agreement or the relationship created by this Agreement to non-binding mediation before bringing a claim, controversy or dispute in a court or before any other tribunal. The mediation is to be conducted by either an individual mediator or a mediator appointed by mediation services mutually agreeable to the parties. The mediation shall take place at a time and location which is also mutually agreeable; provided; however, in no event shall the mediation occur later than ninety (90) days after either party notifies the other of its desire to have a dispute be placed before a mediator, unless the parties (through identified representatives) mutually agree to an extension of this time in writing. Such mediator shall be reasonably knowledgeable in software system agreements. The costs and expenses of mediation, including compensation and expenses of the mediator (and except for the attorney's fees incurred by either party), is to be shared by the parties equally. If the parties are unable to resolve the claim, controversy or dispute within ninety (90) days after the date either party provides the other notice of mediation, then either party may bring and initiate a legal proceeding to resolve the claim, controversy or dispute unless the time period is extended by a written agreement of the parties. Notwithstanding the foregoing, nothing in this Section shall inhibit a party's right to seek injunctive relief under applicable law at any time.

Section 8.5 Addresses for Notice

Any notice required or permitted to be given to any party to this Agreement shall be given in writing and shall be delivered personally or mailed by prepaid registered post. Any such notice shall be conclusively deemed to have been given and received on the day on which it is delivered or, if mailed, on the third business day following the date of mailing, and addressed, in the case of Harris, to:

N. HARRIS COMPUTER CORPORATION
 1 Antares Drive, Suite 400
 Ottawa, Ontario K2E 8C4
 Attention: Sean Sykes, Vice President, Business Development & Customer Success

and in the case of the Organization, to:

Norman Utilities Authority
 225 N Webster / PO Box 370
 Norman, OK 73069 / 73070
 Phone: (405) 366-5443

Attn: Utilities Director / Information Technology Director

Each party may change its particulars respecting notice, by issuing notice to the other party in the manner described in this Section 8.5.

Section 8.6 **Assignment**

Neither party may assign any of its rights or duties under this Agreement without the prior written consent of the other party, such consent not to be unreasonably withheld. The Agreement shall inure to the benefit of and be binding upon the parties and their respective successors and permitted assigns.

Section 8.7 **Reorganizations**

The Organization acknowledges that the Fees set out in this Agreement have been established on the basis of the structure of the Organization as of the Effective Date. To the extent that the Organization amalgamates, consolidates or undergoes any corporate reorganization or transition (a "Reorganization"), and the resulting entity (whether or not the Organization is the resulting or continuing entity) requires additional Licenses to add additional Concurrent Users or sites, the parties may consider and enter into further agreements where Harris may be entitled to receive, and the Organization shall pay, additional License Fees and/or Subscription Fees (as applicable), Support and Maintenance Fee or other fee based on the then prevailing Harris fee schedule in effect. The provisions of this Section 8.7 shall apply to any subsequent Reorganizations occurring following the first Reorganization. The provisions of this Section 8.7 shall not apply where the Organization undergoes a Reorganization involving only other organizations that already have a valid License to use the same Software and Sublicensed Software.

Section 8.8 **Entire Agreement**

This Agreement, together the SOW (except the SOW which references the Reseller Agreement) and the Schedules attached to this Agreement, shall constitute the entire agreement between the parties hereto with respect to the subject matter. There are no other understandings, agreements, representations, warranties or other matters, oral or written, purportedly agreed to or represented by or on behalf of Harris by any of its employees or agents, or contained in any sales materials or brochures. This Agreement may not be modified except by an amendment signed by an authorized representative of each party. No provisions in any purchase orders, or in any other documentation employed by or on behalf of the Organization in connection with this Agreement, regardless of the date of such documentation, will affect the terms of this Agreement, even if such document is accepted by Harris, with such provisions being deemed deleted. The parties have both had the opportunity to review this Agreement with counsel, and this Agreement shall not be construed in favor of or against either Party on account of drafting.

Section 8.9 **Section Headings**

Section and other headings in this Agreement are for convenience of reference purposes only and do not describe, interpret, define or limit the scope or extent of any provision hereof.

Section 8.10 **Governing Law**

This Agreement shall be governed by the laws of the State of Oklahoma and the federal laws of the United States applicable therein, without reference to the conflicts of law principles thereof; provided, however, that the Uniform Computer Information Transaction Act will not apply even if adopted as part of the laws of said State or Province. The United Nations Convention on Contracts for the International Sale of Goods (UNCCISG) does not apply to this Agreement.

Section 8.12 Invalidity

The invalidity or unenforceability of any provision or covenant contained in this Agreement shall not affect the validity or enforceability of any other provision or covenant. Any such invalid provision or covenant shall be deemed modified to the extent necessary in order to render it valid and enforceable; if such provision may not be so saved, it shall be severed and the remainder of this Agreement shall remain in full force and effect.

Section 8.13 Waiver

A term or condition of this Agreement may be waived or modified only by written consent of both parties. Forbearance or indulgence by either party in any regard shall not constitute a waiver of the term or condition to be performed, and either party may evoke any remedy available under this Agreement or by law despite such forbearance or notice.

Section 8.14 Further Assurances

The parties shall do all such things and provide all such reasonable assurances as may be required to consummate this Agreement, and each party shall provide such further documents or instruments required by any other party as may be reasonably necessary.

Section 8.15 Allocation of Risk

Organization acknowledges that the limited warranties, disclaimers and limitations of liability contained in this Agreement are fundamental elements of the basis of bargain between Organization and Harris and set forth an allocation of risk reflected in the fees and payments due hereunder.

Section 8.16 Relationship

The parties are and shall remain independent contractors in the performance of this Agreement and nothing herein shall be deemed to create a joint venture, partnership or agency relationship between them. Neither party will have the power to bind the other party or to contract in the name of or create any liability against the other party in any way for any purpose. Neither party will be responsible for the acts or defaults of the other party or of those for whom the other party is in law responsible.

Section 8.17 U.S. Government End-Users

The Software (i) was developed exclusively at private expense; (ii) is a trade secret of Harris for the purposes of the Freedom of Information Act; (iii) is "commercial computer software" subject to limited utilization (Restricted Rights); and (iv) including all copies of the Software, in all respects is and shall remain proprietary to Harris or its licensors. Use, duplication or disclosure by the U.S. Government or any person or entity acting on

its behalf is subject to restrictions for software developed exclusively at private expense as set forth in: (i) for the DoD, the Rights in Technical Data and Computer Software clause at DFARS 252.227-7013 and/or 252.227.7014 or any successor clause, and (ii) for all government agencies, the Commercial Computer Software – Restricted Rights clause at FAR 52.227-19 or any successor clause. The U.S. Government must refrain from changing or removing any insignia or lettering from the Software or from producing copies of the Software and manuals (except one copy of the Software for backup purposes). Use of the Software shall be limited to the facility for which it was acquired. All other U.S. Government personnel using the Software are hereby on notice that use of the Software is subject to restrictions that are the same as, or similar to, those specified above. The manufacturer/owner is N. Harris Computer Corporation, 1 Antares Drive, Suite 400, Ottawa, ON K2E 8C4.

Section 8.19 Language

The parties confirm that it is their wish that this Agreement, as well as all other documents relating to this Agreement, including notices, be drawn up in English only.

Section 8.20 Force Majeure

No default, delay or failure to perform on the part of Harris shall be considered a breach of this Agreement where such default, delay or failure is due to a force majeure or to circumstances beyond its control. Such circumstances will include, without limitation, strikes, walkouts, riots, civil disturbances, actions or inactions concerning government authorities, epidemics, war, terrorist acts, embargoes, severe weather, fire, earthquakes, acts of God or the public enemy, default of a common carrier or other disasters or events, failure in operability or destruction of the Organization's computer (unless by reason of the negligence of a party to this Agreement) or failure or inoperability of any software other than the Software.

Section 8.21 Survival

The following sections and articles shall survive the termination or expiration of this Agreement: Article I, Sections 2.1.3-2.1.6, Sections 2.2-2.6, Section 3.3, Section 4.2.3, Sections 5.1-5.4, Article VI, Article VII, and Article VIII and any other provisions which are reasonably required to ensure that the parties fully exercise their rights and obligations hereunder.

Section 8.22 Cooperative Purchasing Agreement

The parties intend that this Agreement may be used by other public contracting agencies. Any such cooperative procurement shall be between the purchasing public contracting agency and Harris, and those parties shall be solely responsible for ensuring that such procurement is in compliance with applicable State law. Organization makes no representations or warranties as to the ability of another public contracting agency and Harris to use this Agreement as a cooperative procurement.

Section 8.23 Counterparts

This Agreement may be executed in counterparts (whether by facsimile signature, PDF via email, or otherwise), each of which when so executed shall constitute an original and all of which together shall constitute one and the same instrument.



IN WITNESS WHEREOF the parties hereto have duly executed this Agreement to be effective as of the Effective Date.

N. HARRIS COMPUTER CORPORATION

Attest

Signature

Signature

Name (Printed or Typed)

Name (Printed or Typed)

Title

Title

Date

Date

NORMAN UTILITIES AUTHORITY

Signature

Larry Heikkila

Name (Printed or Typed)

Mayor/Chairman

Title

ATTEST:

City Clerk

REVIEWED as to form and legality this _____ day of _____, 2024

Norman Utilities Authority Attorney

Schedule "A" - Description of Software, License Granted and Fees

Schedule A.1: Advanced Utility Systems Description of Software, Sublicensed Software and Fees

Software	License Term	Maximum Meters	Maximum Number of Concurrent Users	Maximum Number of Named Users	Maximum Accounts
Infinity CEP Software (Customer Engagement Portal)	Subscription Term of 5 years	45,000	N/A	N/A	N/A

All terms and conditions shall remain as governed by this Agreement. There are no separate Third Party Software Licenses or Terms and Conditions or Maintenance Agreements that Organization is required to execute for the Infinity CEP Software.

Annual Subscription Fees

Annual Subscription Fees (includes support)	Amount
Year 1	Through Authorized Reseller (Utiliuse)
Year 2	\$77,235
Year 3	\$81,096
Year 4	\$85,150
Year 5	\$89,410

Annual Subscription Fees beginning year 2 shall be paid by the Organization directly to Harris in accordance with the Software License, Services, and Support and Maintenance Agreement.

PAYMENT TERMS:

The Annual Subscription Fees will be due in advance of the Initial Term and each Renewal Term, and is non-refundable.

Professional Services Fees stated above will be invoiced through the Authorized Reseller (UtiliUse) based upon the milestones outlined in Schedule B.

All charges are exclusive of out of pocket expenses for Professional Services performed. Charges for actual and reasonable out-of-pocket expenses including, but not limited to, travel and lodging expenses will be billed monthly as incurred pursuant to further agreement of the parties. Lapsed payments may lead to denial of access to the Service. Delayed payments are subject to a Prime plus 2.5% charge compounded monthly.

ADDITIONAL PROFESSIONAL SERVICE(S) FEES:

Additional Professional Services may be provided on-site or via the telephone, upon further agreement of the



parties and receipt of necessary approvals. Additional Professional Services work provided via telephone is billed at the rate of two hundred and forty five (\$245) per hour. Additional Professional Services work performed on-site does not include travel, lodging and per diem expenses. Professional Services performed one year or more after the execution date of this Agreement shall be billed at the then current Advanced Professional Services rates. Help line support and Support Services do not include training or other Professional Services.

Organization shall incur a seven-hundred fifty dollar (\$750) daily surcharge for any Professional Services provided on weekends or Advanced recognized holidays; plus the corresponding standard Professional Services fees and any applicable travel charges per Article 6.

Additional Professional Services may include, but are not limited to, the following: software installation, configuration, data validation, system setup, system balancing, interface setup, interface testing, process training, application training and business requirements gathering.

RESET OF TERM TO MATCH FISCAL YEAR:

Organization may request that Advanced match the annual invoicing of the Annual Subscription Fees with Customer's fiscal year. In order for Organization to elect to match annual invoicing with their fiscal year, Organization must make said request to Advanced in writing and during the Initial Term of this Agreement. If such election is made Advanced shall, a) issue a prorated invoice for any Subscription Fees due for the portion of the year remaining in Organization's current fiscal year, b) extend the then current term to expire at the end of the Organization's subsequent fiscal year, c) issue an annual invoice thereafter on the annual anniversary date of Organization's fiscal year for any Subscription Fees due, and d) reset future annual terms to expire at the end of Organization's fiscal year. Annual Subscription Fees are invoiced in advance of an upcoming annual term. Subscription fees shall be due and payable thirty (30) days from date of invoice.

Schedule "B" - Statement of Work ("SOW")

[intentionally omitted].

Schedule "C" – Sample Change Order Form

[ORGANIZATION]

Advanced Utility Systems Change Order

Date:

Change ID: Change Order #

Description:

Authorization

Advanced Utility Systems is authorized to proceed with the change for the [CLIENT].

Project Role	Team Member	Signature / Date of Signature
[CLIENT] Project Manager		
		Date:
Advanced Project Manager		
		Date:

Background Information

[CLIENT] and Advanced Utility Systems (Advanced) entered into a Software Implementation Services Agreement (the Agreement) on [DATE].

As defined in section 1.1 (b) of the Software Implementation Services Agreement: “Change Order” means any written documentation between the Organization and Harris evidencing their agreement to change particular aspects of this Agreement. Section 4.2 describes a change order: With respect to any proposed changes to the Services defined by this Agreement that do not materially impact the scope of either party's work effort required under this Agreement, the parties will cooperate in good faith to execute Change Orders in respect thereof, as may require further approvals of a board or other governing body. If either party causes or requests a change that, in the reasonable opinion of the other party, materially impacts the scope of the parties' work effort required under this Agreement, such as, but not limited to, changes in the allocation of the resources of the Organization and of Harris applied to a task, changes in completion schedules for individual tasks or for overall implementation, and changes in staffing that require a party to provide additional work hours, the other party may propose a change to cover the additional work effort required of it. Approval of any such proposed changes will not be unreasonably withheld (it being acknowledged that any such material changes may require modifications to the consideration paid, and timelines governing, the Services), and any disputes regarding changes shall be handled initially by discussions between the parties which will be convened in good faith by the parties to resolve any such matters in dispute.

Based on this provision, Advanced presents the following Change Order to the [CLIENT].

Introduction / Purpose

Description of the business need for the Change Order (REQUIRED).

Scope

Specific requirements of the Change Order (REQUIRED).

Scope Change

Is not required for all CO's. Only use this section if relevant.

Effort Estimate:

Is not required for all CO's. Only use this section if relevant.

Original Scope Item/Scope Addition	Scope Change	Reason	Hours
<i>Cite SOW reference</i>	<i>New scope/language</i>	<i>Explanation/justification</i>	
NET CHANGE			

Cost*:

REQUIRED – even if it is \$0.

The cost for this change order is **xxx** hours x \$**XXX** (hourly rate) = \$**XXX**.

This amount will be due according to the schedule below:

Change Order Signing	100%	\$ XXX
----------------------	------	---------------

The scope of this change order is not tied to any milestone or project closure.

The functionality contained in this change order will be delivered **XXX** from signing.

Requirement	Hours	Cost (\$USD)
<i>Cite changes from above</i>		
Total		

* Net of applicable taxes and associated expenses

Schedule “D” – Standard Support and Maintenance Guidelines

The purpose of this Schedule is to provide our customers with information on our standard coverage, the services which are included as part of your annual software support, a listing of call priorities, an outline of our escalation procedures and other important details.

Harris reserves the right to make modifications to this document as required; provided, however, Harris shall not reduce the scope of support provided hereunder without the prior consent of the Organization.

The services listed below are services that are included as part of your software support.

- 800 Toll Free Telephone support
- Software for Life
 - Guaranteed Support on your existing applications for life
 - Scheduled assistance for installations, upgrades and other special projects (there may be charges depending on the scope of work)
- Technical troubleshooting and issue resolution
- E-mail support call logging and notification
- eSupport access 24 x 7 with the following on-line benefits:
 - Log and close calls
 - View and update calls
 - Update contact information
 - Access published documentation
 - Access available downloads
 - Access Support knowledge base
 - Participate in Discussion Forums
- Standard software releases and updates
 - Defect corrections (as warranted)
 - Planned enhancements
 - State and/or Federal mandated changes (charges may exist depending on scope)
 - Participation in beta program
 - Release notes
- Customer Care Program
 - Quarterly News Letter with support tips
 - Technical support bulletins
 - Communication on new products and services
 - On-site visits (as required)
- Design review for potential enhancements or custom modifications
- Ability to attend the annual customer conference (attendance fees apply)

Help Desk Hours

Our standard hours of support are from 8:00 a.m. EST to 8:00 p.m. EST, Monday to Friday, excluding designated statutory holidays. After hours telephone support is available from 8:00 p.m. EST through to 8:00 a.m. EST. Weekend and holiday assistance is available and must be scheduled in advance and in most cases is billable.

Response Times

Response times will vary and are dependent on the priority of the call. We do our best to ensure that we deal with incoming calls in the order that they are received, however calls will be escalated based on the urgency of the issue reported. Our response time guidelines are as follows:

Priority 1: 1 - 4 hours

Priority 2: 1 - 8 hours

Priority 3: 1 - 24 hours

Call Priorities

In an effort to assign our resources to incoming calls as effectively as possible, we have identified three types of call priorities, 1, 2 and 3. A Priority 1 call is deemed by our support staff to be an Urgent or High Priority call, Priority 2 is classified as a Medium Priority and Priority 3 is deemed to be a Low Priority. The criteria used to establish guidelines for these calls are as follows:

Priority 1 – High

- Security issues
- System Down (Software Application, Hardware, Operating System, Database)
- Inability to process bills
- Program errors without workarounds
- Aborted postings or error messages preventing data integration and update
- Performance issues of severe nature impacting critical processes

Priority 2 - Medium

- System errors that have workarounds
- Reports calculation issues
- Printer related issues (related to interfaces with our software and not the printer itself)
- Hand-held issues not preventing billing
- Performance issues not impacting critical processes
- Usability issues
- Workstation connectivity issues (Workstation specific)

Priority 3 - Low

- Report formatting issues
- Training questions, how to, or implementing new processes
- Aesthetic issues

- Issues with workarounds
- Recommendations for enhancements on system changes
- Questions on documentation

Call Process

All issues or questions reported to support are tracked via a support call or ticket; our support analysts cannot provide assistance unless a support call or ticket is logged. Our current process for logging calls and tickets includes the following: eSupport (via website), email, phone and fax.

- Your ticket must contain at a minimum: your organization name, contact person, software product and version, module and/or menu selection, nature of issue, detailed description of your question or issue and any other information you believe pertinent.
- Our ticketing system or one of our support analysts will provide you with a ticket ID to track your issue.
- Your ticket will be assigned to the first available support representative.
- As the support representative assigned to your ticket investigates your issue, you will be contacted and advised as to where the issue stands and the course of action that will be taken for resolution. If we require additional information, you will be contacted by the assigned support representative to supply the information required.
- All correspondence and actions associated with your ticket will be tracked in our support ticketing system. At any time, if available to you, you may log onto our ticketing system to see the status of your call.
- Once your issue has been resolved, you will receive an automated notification by email that your ticket has been closed. This email will contain the entire event history of the issue from the time the ticket was created and leading up to the resolution of the issue. You also have the option of viewing both your open and closed tickets, if available to you, via our support ticketing system.
- Contact the support department at your convenience for a status update on your development issues, or log onto our ticketing system (if available to you) to view your issues on-line.

Escalation Process

Our escalation process is defined below. This process has been put in place to ensure that issues are being dealt with appropriately. If at any time you are not completely satisfied with the resolution of your issue, you are encouraged to escalate with the support department as follows:

Level 1: Contact the support representative working on your issue

Level 2: Contact the Team Lead

Level 3: Contact the Manager of Support

Level 4: Contact the Vice President of Support Services

Level 5: Contact the Executive Vice President

Holiday Schedule

Below is a listing of statutory holidays. Please note that support services will be closed on designated days as outlined below.

New Year's Day	Closed
President's Day	Closed
Memorial Day	Closed
Independence Day	Closed
Labor Day	Closed
Thanksgiving	Closed
Christmas Eve	Early Closure
Christmas Day	Closed
New Year's Eve	Early Closure

File Attachments for Item:

10. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2324-38: BY AND BETWEEN THE NORMAN UTILITIES AUTHORITY AND N. HARRIS COMPUTER CORPORATION, IN THE AMOUNT OF \$362,056 FOR THE SMARTWORKS SOFTWARE SERVICES AGREEMENT FOR THE ADVANCED WATER METER INFRASTRUCTURE PROJECT.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 04/09/2024

REQUESTER: Nathan Madenwald, P.E., Utilities Engineer

PRESENTER: Nathan Madenwald, P.E., Utilities Engineer

ITEM TITLE: CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2324-38: BY AND BETWEEN THE NORMAN UTILITIES AUTHORITY AND N. HARRIS COMPUTER CORPORATION, IN THE AMOUNT OF \$362,056 FOR THE SMARTWORKS SOFTWARE SERVICES AGREEMENT FOR THE ADVANCED WATER METER INFRASTRUCTURE PROJECT.

BACKGROUND:

The City of Norman water system includes approximately 41,000 water meters that measure water usage for water and sewer billing purposes. The majority of the meters (approximately 39,000) are manually read by meter readers (physically remove the meter lid and read the current usage on the register) and 2,000 meters are read using automated meter reading (AMR; remote sensor used to collect data while driving by in a truck). As the number of meters increase, staffing levels would have to proportionally increase to ensure that meters are read timely and accurately. Insufficient staffing levels can result in missed reads or inaccurate reads that impact customer service and billing revenues. Additionally, the majority of the water meters in Norman have aged past their expected useful life and warrant replacement.

The current state of the water industry is such that Advanced Metering Infrastructure (AMI) has become more commonplace and is being implemented by more utilities. With AMI, meters would be read remotely using cellular infrastructure on water towers (or additional towers if necessary) multiple times per day. With this new system, the following benefits will be realized:

1. Meter reads would occur regularly ensuring more accurate billing;
2. Improved customer service since usage data will be more available to the customer and leak or usage alerts could be configured to notify the customer more timely;
3. Aged meters will be replaced with new, more accurate meters; and
4. Staff would no longer be required to read each meter manually and could be used for other work efforts.

On June 8, 2021, the Norman Utilities Authority (NUA) approved Contract K-2021-75. This contract included work to complete the Assessment Phase of the project and confirm that the NUA had a positive business case to implement Advanced Water Meter Infrastructure. This information was presented to the NUA/City Council on September 28, 2021. Amendment 1 to

the contract was approved on October 26, 2021, to provide consulting services through the procurement phase of the project. Amendment 2 to the contract was approved on December 13, 2022, to provide consulting services through the implementation phase of the project

Request for Proposal RFP-2223-13 was issued on August 26 and September 1, 2022 to prospective vendors. Five proposals were received in accordance with RFP-2223-13 and were reviewed by a City evaluation team. Three proposers were “short-listed” for the project and were interviewed on November 15-17, 2022. Thirkettle Corporation, dba Utiliuse, (“Utiliuse”) was unanimously selected as the best vendor.

A grant from the United States Bureau of Reclamation (USBOR) was received by the NUA on February 14, 2023, in the amount of \$2,000,000. With this funding, additional purchasing limitations were required and these were referenced within RFP-2223-13. Specifically, Build America Buy America (BABA) was required which created challenges for the industry since no vendors can meet the requirements (including the five proposers on this project). As such, contracting was delayed until a waiver was issued allowing the use of materials not meeting BABA requirements. This waiver was issued on February 15, 2024, and was applicable to all water metering projects with USBOR funding.

Additionally, a loan from the Oklahoma Water Resources Board under the Clean Water State Revolving Fund (“SRF”) was approved on November 4, 2022. The total funding authorized was \$15,000,000 for use on the Advanced Water Metering Project.

DISCUSSION:

This project, in total, includes five agenda items for consideration in order to ensure completion. The items are listed below with their contract numbers and descriptions of their purpose:

1. Contract K-2324-35 – Thirkettle Corporation dba Utiliuse – Master Services Agreement (“Utiliuse MSA”)

This agreement will provide for the completion of the project including the acquisition of all materials and their installation plus integration work to allow for a successful completion of the project. Utiliuse will be responsible for coordination of all subcontractors and vendors, and all such subcontractors and vendors will be paid for their “Year 1” services and products through Thirkettle.

2. Contract K-2324-36 – Sensus – Software as a Service and Spectrum Lease Agreement

This agreement will provide for Sensus to submit for a licensed spectrum/frequency through the Federal Communications Commission for Norman and provide software as a service for the network communication (Regional Network Interface) to obtain meter reads and transmit them to the Meter Data Management System (“Smartworks”). Payment for services under Contract K-2324-36 will be through Contract K-2324-173 with Utility Technology Services, who is the authorized distributor providing hosting, backhaul and base station services for a term of 10 years total, nine of which (Years 2 through 10) are included in K-2324-173. Payment of UTS’s Year 1 services, like other vendors, is

covered under Contract K-2324-35 (Utiiluse MSA). Later yearly payments are outlined in the table below.

3. Contract K-2324-37 – N. Harris Computer Corporation / Advanced Utility Systems – Master Software License, Services and Support and Maintenance Agreement

Under this agreement, Advanced, who is the current vendor for the City’s billing system, will provide an enhanced customer engagement portal. This will be essential for leveraging additional water meter data for the customer to make more informed decisions regarding water usage. Initial (Year 1) payment is covered under Contract K-2324-35 (Utiiluse MSA) with later yearly payments outlined in the table below.

4. **Contract K-2324-38 – N. Harris Computer Corporation (Harris) acting through Smartworks - Software Services Agreement**

Under this agreement, Harris will provide Smartworks, the Meter Data Management System, to act as the data repository of detailed meter data and to provide monthly billing increment information to the billing system. Initial (Year 1) payment is covered under Contract K-2324-35 (Utiiluse MSA) with later yearly payments outlined in the table below.

5. Contract K-2324-173 – Utility Technology Services – Annual Saas Fees

Under this agreement, UTS, as the sole authorized distributor for Sensus in Oklahoma and in accordance with the applicable terms of Contract K-2324-36 (Sensus Agreement), will collect the required fees for the Regional Network Interface (RNI), Sensus annual backhaul fee, and base station protection agreement. Initial (Year 1) payment is covered under Contract K-2324-35 (Utiiluse MSA) with later yearly payments outlined in the table below.

This set of contracts sets a framework agreement for the AMI for several years going forward, allowing for predictable and stable planning for implementation and operation of this important infrastructure. At this time, however, NUA only requests to fund Year 1, the costs under the Utiiluse MSA, Contract K-2324-35 at this time in the amount of \$16,827,912.23. Future funding will be sought for ongoing services under the other agreements, which costs are already identified and considered for approval as part of the total suite of agreements. For Contract K-2324-35, funding is sought as follows:

1. Advanced Water Metering, Construction (Account 31993361-46101 – Project WA0351) – Available balance of \$2,000,000 (USBOR Grant). Full \$2,000,000 to be included within the funding; and
2. Advance Water Metering Bond, Construction (Account 31999361-46101 – Project WB0351) – Available balance of \$14,999,980 (SRF Loan). Remainder of contract to utilize this funding - \$14,827,912.23.

The following table is the full budget commitment, considered for approval on this agenda for the respective agreements.

Year	Contract K-2324-35 Thirkettle/Utiliuse	Contract K-2324-36 Sensus***	Contract K-2324-37 Harris Advanced	Contract K-2324-38 Harris Smartworks	Contract K-2324-173 UTS****
1*	\$16,827,912.23	-	-	-	-
2**	-	-	\$77,235	\$90,514	\$65,896.67
3**	-	-	\$81,096	\$90,514	\$67,873.31
4**	-	-	\$85,150	\$90,514	\$69,914.44
5**	-	-	\$89,410	\$90,514	\$72,014.45
Total	\$16,827,912.23	-	\$332,891	\$362,056	\$275,698.87

*Capital funds to be utilized as described further above in this memo.
**Operating funds from (31955251-44226) to be utilized for Years 2-5.
***Payments required for Contract K-2324-36 will be paid under Contract K-2324-173 to UTS.
****Contract K-2324-173 includes amounts for Years 6-10 as well for a total contract amount of \$669,478.85.

This project will be executed as follows:

1. Coordination and integration of softwares and systems – 6-9 months;
2. Initial deployment area – 9-12 months; and
3. Full deployment – 12-24 months

RECOMMENDATION:

Staff recommends the NUA approve Contract K-2324-38 with N. Harris Computer Corporation in the amount of \$362,056 for the Smartworks Software Services Agreement for the Advanced Water Metering Infrastructure project (Project WA0351/WB0351).



Software Services Agreement (Contract # K-2324-38)

This **Software Services Agreement** (the "**Agreement**"), is entered into on _____, 2024 (the "**Effective Date**") by and between Norman Utilities Authority, OK of 225 N Webster, Norman, OK 73069 ("**Customer**") and N. Harris Computer Corporation, acting through its SmartWorks Business Unit of 1 Antares Drive, Suite 400, Ottawa, Ontario K2E 8C4 ("**SmartWorks**" or "**Harris**").

NOW THEREFORE, in consideration of the mutual covenants and obligations contained here and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Definitions

(a) The following terms shall have the meaning set out below; all other capitalized terms not otherwise defined in this Section shall have the meaning set forth in the Agreement:

- (i) "**Annual Subscription Fees**" means the annual subscription fees to be paid by Customer for the access and use of the of the Software Services as set out in Schedule "A".
- (ii) "**Change Order**" means any written documentation between the Customer and SmartWorks evidencing their agreement to change particular aspects of this Agreement.
- (iii) "**Completion of Services**" means the Professional Services are complete and shall be deemed to have occurred on the date which the Customer commences using the Services in a production environment.
- (iv) "**Confidential Information**" means, with respect to a party hereto, all information or material which: is (A) marked "Confidential," "Restricted," or "Proprietary Information" or other similar marking, (B) known by the parties to be considered confidential, proprietary, or is confidential under federal or state law or (C) which should be known or understood to be confidential or proprietary by an individual exercising reasonable commercial judgment in the circumstances. Confidential Information of SmartWorks shall include, without limitation, the Software, the Documentation, and any information with respect to the Services that SmartWorks may provide to Customer from time to time, including without limitation, all information disclosed by SmartWorks or its service providers relating to the security of its facilities, computer systems and products. Confidential Information does not include information to the extent that such information: (i) is or becomes generally known to the public by any means other than a breach of the obligations of a receiving party hereunder; (ii) was previously known to the receiving party as evidenced by its written records; (iii) is rightly received by the receiving party from a third party who is not under an obligation of confidentiality; or (iv) is independently developed by the receiving party without reference to or use of the other party's Confidential Information and which such independent development can be established using evidence that would be acceptable to a court of competent jurisdiction. Confidential Information does not include Data.
- (v) "**Data Conversion Fees**" shall have the meaning set forth in Section 10 of this Agreement.
- (vi) "**Data**" means all data, software, text, information (including documents and other content), audio, video and images that are provided by or on behalf of Customer to SmartWorks or its third party service provider and all other content transmitted, posted, received or created through Customer's use of the Services or the Software.

- (vii) **“Documentation”** means user guides, operating manuals, education materials, product descriptions and specifications, technical manuals, and supporting materials.
- (viii) **“Fees”** means the Annual Subscription Fees, Professional Services Fees, Conversion Costs and other Fees as may be further described and listed in Schedule “A” of this Agreement.
- (ix) **“Maximum Channels”** means the maximum number of channels or existing systems and connected devices such as Supervisory Control and Data Acquisition (SCADA) and sensors in the emerging Internet of Things (IoT) that collect data regarding electricity being consumed by a customer of Customer or collect data regarding electricity provided by a customer to Customer, with which Customer is authorized to use the Software as specified in Schedule “A”.
- (x) **“Maximum Meters”** means the maximum number of meters with which Customer is authorized to use the Software as specified in Schedule “A”.
- (xi) **“Professional Service(s)”** means those implementation, training, consulting and professional service(s) provided by the SmartWorks Professional Services team as further described in a SOW.
- (xii) **“Professional Services Fees”** means the Professional Service(s) fees set out in Schedule “A” and/or the SOW.
- (xiii) **“Reseller”** means Thirkettle Corporation dba Utiliuse,
- (xiv) **“Reseller Agreement”** means the reseller agreement executed by SmartWorks and Reseller.
- (xv) **“Services” and “Software Services”** each means the web-based hosting service(s) and software solution to be provided by or on behalf of SmartWorks under this Agreement that includes hosting, monitoring, operating and maintaining the Software as a service at a site owned or controlled by SmartWorks and the delivery of exclusive access via the Internet to Customer to use the Software, as a service, granted to Customer pursuant to Section 2 hereof. The Services shall also include storing all data entered and maintained by Users through use of the Services.
- (xvi) **“Software”** means the software product(s) that are owned by SmartWorks, delivered as a subscription based hosted solution and listed in Schedule “A”.
- (xvii) **“SOW” or “Statement of Work”** means a written statement of work that sets out a description of the Professional Services to be provided by SmartWorks to Customer that is signed by an authorized representative of each of the parties and is either attached to this Agreement as Schedule “C” or such other future written statement of work agreed to by the parties, and subject to any necessary approvals, which references and is governed by this Agreement, or such other written statement of work which references and is governed by the Reseller Agreement.
- (xviii) **“Support Services”** means those support services to be provided by the SmartWorks Support team as further described in Schedule “D” to this Agreement.
- (xix) **“Third Party Components”** means any third party telecommunications, energy/utility transportation, managed facilities and/or software applications and services that SmartWorks or its service providers has licensed or purchased and provided access to or otherwise made available to Customer as part of the Services.
- (xx) **“User”** means an employee or legal agent of Customer that has been authorized by the Customer to access and use the Software Services.

b) Schedules

The Schedules described below and attached to this Agreement shall be deemed to be integral parts of this Agreement.

- Schedule "A" - Description of Software; Fees & Payment Terms
- Schedule "B" - Services Availability
- Schedule "C" – Statement of Work (intentionally omitted)
- Schedule "D" - Support Services
- Schedule "E" - Security
- Schedule "F" – Third Party Software

In the event of any conflict or inconsistency between the terms and conditions in the main body of this Agreement and the terms and conditions in any Schedule, the terms and conditions of the main body of this Agreement shall control unless otherwise expressly stated in the provision giving rise to the conflict or inconsistency.

2. Authorization

Subject to the terms and conditions of this Agreement, including without limitation, payment by Customer of the Professional Services Fees (whether to SmartWorks or to its authorized reseller) required for set-up and the Annual Subscription Fees, SmartWorks hereby grants to Customer a personal, non-exclusive, non-transferable limited right during the Term (a) to allow Users to access and use the Services for up to the Maximum Channels and Maximum Meters on an annual subscription basis and in accordance with the Documentation; and (b) to use, copy and modify the Documentation solely for the purpose of creating and using internal training materials relating to the Services.

3. Fees

In consideration of receiving the Services and the Professional Services, Customer agrees to pay to SmartWorks the Fees and all applicable travel and lodging expenses as described in Section 4 of this Agreement in accordance with the payment terms as defined in Schedule "A".

The Annual Subscription Fees, Professional Services Fees and any other fees set out in this Agreement are exclusive of taxes. Customer agrees to pay all applicable foreign, federal, state, provincial, county or local income taxes, value added taxes, use, personal, property sales and any other taxes, tariff, duty or similar charges that may be levied by a taxing authority (excluding taxes on SmartWorks' net income).

If any Fees are not paid when due, then at SmartWorks' discretion, (a) such Fees may accrue late interest at the rate of 1.5% (18% per annum) of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower, from the date such fee was due until the date paid, and/or (b) SmartWorks may suspend the Service, including all Customer access to the Service, pursuant to Section 15(b).

4. Travel and Lodging Expenses

Travel and lodging expenses will be billed in conjunction with any Professional Services work performed at Customer's offices by any SmartWorks personnel. SmartWorks travel expenses are billed to Customer for each SmartWorks employee providing Professional Services as follows:

- Lodging and Hotel expenses: If the SmartWorks employee must spend the evening.
- Airfare expenses: If the SmartWorks employee must travel by air to reach Customer's offices.
- Rental Car or Taxi fees: As appropriate to travel to / from Customer's offices.
- Personal Vehicle expenses: If a SmartWorks employee uses his/her personal vehicle, mileage will be charged at the currently published IRS reimbursement rate.
- Travel time rate of \$75/hr
- Per Diem expenses: Sixty-five dollars (\$65) per day will be charged to cover meals and incidentals when

an employee is at or traveling to and from Customer's offices. If an employee must travel on Saturday, Sunday, or a holiday, or is at Customer's office on a holiday, the Per Diem rate shall increase to one hundred ten dollars (\$110) per day for the corresponding days. SmartWorks reserves the right to change the rates charged for reimbursable meals and incidentals.

SmartWorks will use its reasonable efforts to minimize all travel and lodging expenses. Only reasonable and actual travel and lodging expenses will be billed to the Customer. SmartWorks acknowledges that payment of said charges may require additional board or other governing body approvals by Customer.

5. Term

Unless terminated earlier in accordance with the terms hereof, this Agreement shall commence on the Effective Date and shall continue for a period of five (5) years from the date that the initial Software Services listed in Schedule "A" are installed and configured in SmartWorks' hosted environment as indicated by the issuance of an invoice by SmartWorks or its authorized reseller to Customer for the Fees (the "**Initial Term**"). After the Initial Term, the Agreement shall be automatically renewed for successive one (1) year periods (each a "**Renewal Term**") subject to SmartWorks' then-current price structure but at a rate not more than 3% of the previous year's fees, unless either party provides written notice to the other party of its intention not to renew within one hundred and twenty (120) days of the end of the then current term. Implementation of fee increases are subject to Customer obtaining necessary board or other governing body approvals, and notice of a fee increase shall be provided to Customer affording sufficient time to permit Customer's option of utilizing its rights pursuant to Paragraph 15 herein. The Initial Term and Renewal Term(s) shall collectively be referred to as the "**Term**".

6. Restrictions on Use

- (a) Except as expressly provided herein, Customer may not, without the prior written consent of SmartWorks, give away, rent, lease or otherwise sell, re-sell, sublicense, distribute or transfer the license rights granted under this Agreement or otherwise use the Services except as expressly permitted by this Agreement.
- (b) Customer agrees that it will not reverse engineer, decompile, translate or otherwise attempt to derive, or permit or help others to derive the source code relating to all or any part of the Software or Services, or attempt to otherwise convert or alter the Software or Services into human readable code, except to the extent applicable law expressly prohibits the foregoing restriction.
- (c) Customer may duplicate Documentation, at no additional charge, for Customer's internal use so long as all required proprietary markings are retained on all duplicated copies.
- (d) No third party, other than duly authorized legal agents or employees of Customer authorized pursuant to Section 2 hereunder, shall have access to or use of the Services.
- (e) Customer shall not copy, frame or mirror any part or content of the Services, other than copying or framing on Customer's own intranets or otherwise for Customer's own internal business purposes.
- (f) Customer shall not access or use the system (including, without limitation, the network infrastructure and cloud services) used to provide the Services separately from the Services and shall not use third-party tools to access the system used to provide the Services.
- (g) Customer shall not access the Services in order to (i) build a competitive product or service; (ii) copy any ideas, features, functionality or graphics of the Software; or (iii) knowingly allow access to any competitor of SmartWorks.
- (h) The Customer shall not transmit, upload, post, distribute, store or otherwise publish, through use of the Services, any data, material or Information that: (i) contains a software virus, Trojan horse, worm or other harmful or deleterious computer code, files or programs that may adversely affect any hardware or software,

or that intercepts or misappropriates any data or information; (ii) is threatening, defamatory, libelous, harassing, profane, is an invasion of privacy, offensive, obscene or harmful; (iii) infringes or otherwise violates any patent, copyright, trademark, trade secret or other intellectual property or proprietary right of any third party; (iv) violates any law, statute, ordinance or regulation; (v) includes unsolicited bulk e-mails, advertisements or solicitations.

- (i) Customer shall not knowingly transmit any data to the system used by SmartWorks or its third party service provider to provide the Services that contains software viruses or other harmful or deleterious computer code, files or programs.
- (j) Customer shall not interfere with or disrupt services or networks connected to the system used to provide the Services and shall not attempt to gain unauthorized access to the Services or such services or networks connected to the system used to provide the Services.
- (k) Customer shall not use the Services for unlawful, obscene, offensive or fraudulent Data or activity, such as advocating or causing harm, evading filters, sending abusive or deceptive messages.
- (l) Customer shall not provide the results of using the Services for the purposes of monitoring its availability, performance, functionality, benchmarking or competitive analysis to any third party.
- (m) Customer is responsible to ensure that Users are bound by terms and conditions that are no less stringent than those contained in this Agreement.
- (n) Customer acknowledges and agrees that any breach of this Agreement by Users shall constitute a breach by Customer.
- (o) In addition to its termination rights under Section 15 and Subsection (o) above, SmartWorks may restrict or limit Customer's access to the Services if SmartWorks reasonably determines that Customer has engaged in any prohibited conduct described herein and such conduct, in SmartWorks' reasonable opinion poses any risk of any kind or nature to SmartWorks or its service providers' network, business or other customers. As promptly as practicable after becoming aware of Customer's engagement in any such prohibited conduct, SmartWorks will use reasonable efforts to notify Customer of the restriction or limitation to Customer's access to the Services and will promptly restore Customer's access after SmartWorks has had reasonable assurance that such conduct has been permanently discontinued. In addition to and without limiting the foregoing, SmartWorks reserves the right to refuse to post or to remove in whole or in part any information or materials provided or submitted by or on behalf of Customer in connection with its use of the Services that SmartWorks determines, in its reasonable discretion, are either in violation of this Agreement or pose any risk of any kind or nature to SmartWorks or its service provider's network, business or other customers.

Following a one-week opportunity to cure following receipt of written notice, SmartWorks may terminate this Agreement immediately in the event of a breach by Customer of this Section 6.

7. Services Availability

- (a) SmartWorks and/or its service provider shall provide all facilities, equipment, and software required to deliver the Services for up to the Maximum Meters and Maximum Channels.
- (b) SmartWorks shall use commercially reasonable efforts to make the Services available to Users twenty four (24) hours per day, seven (7) days per week; subject to the terms further defined in Schedule "B".
- (c) SmartWorks reserves the right to have additional User acceptance criteria that may be applied to Users prior to their ability to have access to the Services. SmartWorks shall inform Customer of such criteria, providing sufficient time for receipt of necessary board or other governing body approvals, and for Customer's exercise of its rights pursuant to Paragraph 15 herein. Where Users do not accept such and/or agree to such criteria, SmartWorks reserves its rights to not grant to such Users access to the Services. SmartWorks reserves its

rights to restrict access, as set forth herein, to the Services to Users for any violation of any additional terms and conditions to which such Users accept/agree to access the Services.

- (d) SmartWorks shall provide installation, configuration, system administration and maintenance of the facilities and equipment and software required to operate and ensure availability of the Services. Customer, not SmartWorks, shall be responsible for creating and maintaining all User account information and for performing all other application level system administration functions that are available within the Services.
- (e) SmartWorks shall comply with the terms and conditions regarding access and use of Data as set out in Section 17 of this Agreement.
- (f) Customer acknowledges that in order to provide the Services SmartWorks may be required to purchase access to the Third Party Components. Customer further acknowledges that the availability of such Third Party Components is based solely on the best information available to SmartWorks and its service providers as of the Effective Date including third party representations and government regulations and is subject to change during the Term with little or no advance notice. If any necessary Third Party Components are determined by SmartWorks to be unavailable as a result of changes to any third party availability, governmental regulations or other condition or circumstance outside of SmartWorks' control, then (a) SmartWorks shall not be in breach hereof or otherwise liable for any failure or inability to provide the Services as a result of such unavailability of any Third Party Components; and (b) SmartWorks may in its sole discretion modify, change or replace the applicable Third Party Components and otherwise attempt to mitigate the impact of the such unavailability of Third Party Components, and, subject to further agreement of the parties and receipt of necessary board or other governing body approvals, reserves the right to pass on any price increases by revising the Annual Subscription Fees, subject to and with sufficient time for Customer to exercise the right to terminate set out in Section 15.
- (g) The infrastructure deployed to support the Customer's Services solution is based upon the scope of solution as defined in Schedule "A" and/or the SOW. Should the technical demands of the infrastructure materially change due to changes such as total number of meters, interval lengths, or number of virtual meters, SmartWorks reserves the right to reassess and redefine the infrastructure required for acceptable performance and, subject to further agreement of the parties and receipt of necessary board or other governing body approvals, adjust the Annual Subscription Fees accordingly.

8. Customer Responsibilities

- (a) **Cooperation by Customer.** Customer acknowledges that the success and timeliness of the implementation process shall require the active participation and collaboration of Customer and its staff and agrees to act reasonably and co-operate fully with SmartWorks and/or with its authorized reseller to achieve the Completion of Services related to any Professional Services provided by SmartWorks. To enable SmartWorks to provide effective Support Services, the Customer will establish auto remote access based on remote access procedures compatible with SmartWorks' practices.
- (b) **Project Manager.** Customer shall appoint a project manager who shall work closely with SmartWorks and/or with its authorized reseller to facilitate the successful completion of the implementation process and who shall be responsible for supervising Customer staff and ensure their co-operation with and participation in such process during any Professional Services engagement.
- (c) **Customer Equipment.** Customer agrees that it shall be responsible, at its sole expense, for providing all Internet access, including but not limited to obtaining, installing and maintaining all equipment, hardware, network, Internet or direct telecommunications connections and software applications (e.g. web browser) at Customer's facilities required for Users to access and use the Services. SmartWorks shall not be responsible for the operation of any Internet, network or other communication services. Customer further acknowledges that access to and the operation of the Services requires Customer's and Users' hardware to be of sufficient quality, condition and repair, and Customer agrees to and/or to ensure that Users' maintain their applicable hardware in the appropriate quality, condition and repair at its sole cost and expense. These requirements

may also be necessary in order to facilitate the achievement of Completion of Services related to any Professional Services supplied by SmartWorks.

- (d) **Passwords.** Customer agrees to comply with all SmartWorks and its service providers' security policies and procedures made available to it and as may be amended from time to time. Customer and its Users shall be responsible for keeping any and all passwords and user ID's assigned to its Users secret and confidential. Customer agrees that it is and shall remain solely and completely liable for any external communications or other uses that are made using Customer's or its Users' passwords and user ID's, as well as any obligation that may result from such use. Customer agrees to notify SmartWorks promptly in writing if it believes that a password has been stolen or might otherwise be misused, of any unauthorized use of any password or user ID, or any other breach of security suspected by Customer related to the Services.
- (e) **Users.** The Customer is responsible for: (i) the actions of Users using the Services in accordance with this Agreement; (ii) ensuring that Users agree to any further terms and conditions as may be provided by SmartWorks from time to time for Users; and (iii) upon discovery, timely informing SmartWorks of any information about Users' actions that may affect either the Services or third party data contained in or used by the Services, or SmartWorks' ability to provide the Services as contemplated by this Agreement.
- (f) **Compliance with Laws.** Customer represents and warrants to SmartWorks that it and its Users will at all times be in compliance with all applicable local, state, provincial, federal and international laws, rules and regulations including but not limited to those laws regarding restrictions on exports (including the U.S. Export Administration Regulations, end-user, end use and destination restrictions by Canadian, U.S. and other governments related to SmartWorks and its service provider's products, services and technologies), defamation, libel, harm to reputation, invasion of privacy, misuse or failure to protect personal information, violation of secrecy, confidentiality, unfair competition and other situations which could generate liability.
- (g) **Data Security.** Customer acknowledges and agrees that use of or connection to the Internet is inherently insecure and provides opportunity for unauthorized access by a third party to Customer's and its Users' (as well as SmartWorks' and its service providers') computer systems, networks and any and all information stored therein. Customer is solely responsible for ensuring that (i) Customer's computer systems are secure and protected from unwanted interference (such as "hackers" and viruses), (ii) all transmissions are screened for viruses or other harmful code prior to transmission to SmartWorks' servers; and (iii) Data is encrypted. If any Data could be subject to governmental regulation or may require security measures beyond those specified by SmartWorks for the Services, Customer will not input or provide such content or Data unless SmartWorks has otherwise first agreed in writing to implement additional security and other measures. By using the Services, Customer acknowledges that it meets Customer's requirements and data (including personal information) processing instructions.

SMARTWORKS AND ITS THIRD PARTY SERVICE PROVIDER DO NOT GUARANTEE THE PRIVACY, SECURITY, AUTHENTICITY, AND NON-CORRUPTION OF ANY INFORMATION TRANSMITTED OR STORED IN ANY SYSTEM CONNECTED TO THE INTERNET. ABSENT CIRCUMSTANCES ARISING DIRECTLY FROM THEIR OWN INTERVENING WILLFULL OR GROSSLY NEGLIGENT ACTS, SMARTWORKS AND ITS THIRD PARTY SERVICE PROVIDER SHALL NOT BE RESPONSIBLE FOR ANY ADVERSE CONSEQUENCES WHATSOEVER OF CUSTOMER'S OR ITS USERS' CONNECTION TO OR USE OF THE INTERNET, AND SMARTWORKS AND ITS THIRD PARTY SERVICE PROVIDER SHALL NOT BE RESPONSIBLE FOR ANY USE BY CUSTOMER OR ANY USER OF CUSTOMER'S INTERNET CONNECTION IN VIOLATION OF ANY LAW, RULE OR REGULATION.

- (h) **Third Party Software.** Customer agrees to comply with the terms and conditions regarding third party software set out in Schedule "F" to this Agreement, where applicable.

9. Delivery Schedule

The parties will mutually agree in writing upon a delivery schedule based on, among other things, the purchased modules, required training and availability of both Customer and SmartWorks staff members.

10. Data Conversion Fees

SmartWorks may offer data conversion services for the purpose of migrating existing Customer data to a format usable by the Software. The success of the data conversion effort is largely based on the format and quality of the Customer provided data. Unless otherwise indicated, converted data is strictly limited to non-dollar amounts and typically includes information such as names, addresses, and phone numbers. Only information explicitly listed in this Agreement will be converted. In certain instances, initial cost estimates for a data conversion may have been included in a professional services pricing proposal. Unless specifically included in this Agreement as part of Schedule "A" and "C", such cost estimates, and all prior data conversion cost estimates, are not binding nor are they incorporated into this Agreement. Accordingly, SmartWorks shall notify Customer of the final data conversion fees and costs after the Customer provided sample data is examined by SmartWorks to verify existing Customer data formats and data integrity; but before data conversion efforts are commenced. In such event, and upon receipt by SmartWorks of notice in writing from Customer that applicable data conversion fees are acceptable, and upon further agreement and receipt of any necessary additional approvals, such data conversion fees (the "**Data Conversion Fees**") shall be in addition to all fees currently stated in this Agreement.

Any costs associated with obtaining the data from an existing Customer vendor are the responsibility of the Customer. Sample data shall be provided in standard fixed length format with ASCII display characters only. Data must be on a media formats readable by SmartWorks.

In the event a data re-conversion is required, for whatever reason, Customer will be billed at the Professional Services Fee rate set out in Schedule "A" to this Agreement.

11. Professional Services & Support Services

(a) Professional Services and Support Services. Subject to the terms and conditions of this Agreement, SmartWorks shall provide the Professional Services to Customer in accordance with Schedules "A" and "C" and the Support Services in accordance with Schedule "D".

(b) Manner of Performance. SmartWorks shall perform the Professional Services in an efficient, competent and timely manner and exercise reasonable care, skill and diligence in the performance thereof. SmartWorks shall determine in its sole discretion the manner and means by which the Professional Services shall be performed, with due consideration of adequate knowledge transfer to Customer personnel. SmartWorks will communicate openly with Customer in its methodology, manner and means.

Conduct on Customer's Premises. In the event that SmartWorks is required to perform Professional Services on Customer's premises, any such Professional Services shall be performed with Customer's full co-operation and on the premises of Customer or, if agreed to by both parties, at an alternate location. SmartWorks agrees that, while working on Customer's premises, each of its employees shall observe Customer's rules and policies provided to SmartWorks in writing relating to conduct thereon.

12. Warranty and Warranty Disclaimer

a) Limited Warranty. SmartWorks warrants to Customer that the Services shall be performed in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services, and the Software shall function substantially in accordance with the specifications, as stated in SmartWorks' Documentation provided to Customer, provided that all use of the Services is for the purposes and in the environment for which they were designed and in accordance with such specifications and the terms and conditions of this Agreement. The foregoing limited warranty will not apply if there has been misuse, modification, damage not caused by SmartWorks or its third party service provider, failure to comply with instructions provided by SmartWorks or if otherwise stated in this Agreement. Customer's sole remedy in the event the Services do not conform to the foregoing limited warranty is for SmartWorks to use commercially reasonable efforts to correct such non-conformance and the right to terminate this Agreement in accordance

with Sections 15 and 16. Where applicable, Third Party Software is provided as-is, without warranties of any kind.

b) Warranty Disclaimer. TO THE GREATEST EXTENT PERMITTED BY LAW, EXCEPT FOR THE EXPRESS LIMITED WARRANTY SET OUT IN SECTION 12(A), THE SERVICES, THE SOFTWARE, THE PROFESSIONAL SERVICES AND ANY OTHER PRODUCTS OR SERVICES PROVIDED UNDER THIS AGREEMENT ARE PROVIDED TO CUSTOMER "AS IS" AND THERE ARE NO OTHER WARRANTIES, REPRESENTATIONS OR CONDITIONS, EXPRESSED OR IMPLIED, WRITTEN OR ORAL, ARISING BY STATUTE, OPERATION OF LAW, COURSE OF DEALING, USAGE OF TRADE OR OTHERWISE, REGARDING THEM OR ANY OTHER PRODUCT, SERVICE OR MATERIAL PROVIDED HEREUNDER OR IN CONNECTION HEREWITH.

SMARTWORKS, ITS THIRD PARTY SERVICE PROVIDER, LICENSORS AND SUPPLIERS DISCLAIM ANY IMPLIED WARRANTIES OR CONDITIONS ARISING UNDER THIS AGREEMENT REGARDING THE SOFTWARE, THE SERVICES, THE PROFESSIONAL SERVICES AND ANY OTHER PRODUCTS, SERVICES AND MATERIALS PROVIDED HEREUNDER OR IN CONNECTION HEREWITH, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, DURABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT.

SMARTWORKS, ITS THIRD PARTY SERVICE PROVIDER, LICENSORS AND SUPPLIERS DO NOT REPRESENT OR WARRANT THAT THE SERVICES OR THE SOFTWARE SHALL OPERATE ERROR FREE OR UNINTERRUPTED, SHALL MEET ANY OR ALL OF CUSTOMER'S PARTICULAR REQUIREMENTS, THAT ALL ERRORS OR DEFECTS IN THE SERVICES OR SOFTWARE CAN BE FOUND OR CORRECTED, OR THAT SMARTWORKS OR ITS THIRD PARTY SERVICE PROVIDER WILL PREVENT THIRD PARTY DISRUPTIONS OR UNAUTHORIZED THIRD PARTY ACCESS TO THE SOFTWARE, SUBSCRIPTION SERVICES OR SYSTEM USED TO PROVIDE THE SUBSCRIPTION SERVICES.

WITHOUT LIMITING THE FOREGOING, SMARTWORKS DOES NOT MAKE ANY REPRESENTATIONS OR WARRANTIES WHATSOEVER WITH REGARD TO PRODUCTS OR SERVICES FROM THIRD PARTIES (INCLUDING WITHOUT LIMITATION THE THIRD PARTY COMPONENTS, THE HARDWARE, THE OPERATION OF THE INTERNET, NETWORK OR OTHER COMMUNICATION SERVICES) AND ASSUMES NO RESPONSIBILITY OR LIABILITY WITH RESPECT TO THE FOREGOING OR THE APPROPRIATENESS OF YOUR DATA MANAGEMENT SYSTEM OR THE ACCURACY OF DATA CONTAINED IN SUCH SYSTEM.

NO AGREEMENTS VARYING OR EXTENDING ANY EXPRESS WARRANTIES SET FORTH IN THIS AGREEMENT SHALL BE BINDING ON EITHER PARTY TO THIS AGREEMENT UNLESS IN WRITING AND SIGNED BY AN AUTHORIZED SIGNING OFFICER OF SMARTWORKS.

13. Limitations on Liability

TO THE GREATEST EXTENT PERMITTED BY APPLICABLE LAW, CUSTOMER AGREES THAT, EXCEPT FOR SMARTWORKS' INTELLECTUAL PROPERTY INDEMNIFICATION OBLIGATIONS UNDER SECTION 19(B), THE ENTIRE COLLECTIVE LIABILITY OF SMARTWORKS AND ITS THIRD PARTY SERVICE PROVIDER AND CUSTOMER'S EXCLUSIVE REMEDY WITH RESPECT TO THE SERVICES, THE SOFTWARE, THE SOFTWARE SERVICES, THE PROFESSIONAL SERVICES AND ANY OTHER PRODUCTS, MATERIALS OR SERVICES SUPPLIED BY SMARTWORKS IN CONNECTION WITH THIS AGREEMENT FOR DAMAGES FOR ANY CAUSE AND REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT OR IN TORT, INCLUDING FUNDAMENTAL BREACH OR NEGLIGENCE, SHALL BE LIMITED TO ACTUAL DIRECT DAMAGES AND SHALL NOT EXCEED IN THE AGGREGATE THE ANNUAL SUBSCRIPTION AND PROFESSIONAL SERVICE FEES PAID BY CUSTOMER TO SMARTWORKS UNDER THIS AGREEMENT DURING THE THEN-CURRENT TERM OF THE AGREEMENT UP TO AND INCLUDING THE DATE OF TERMINATION.

at law or in equity, SmartWorks may suspend, limit or terminate Customers' use of the Services if SmartWorks determines there is a material breach of this Agreement, a security breach, or violation of law by Customer or any User. If SmartWorks' service provider determines that the cause of the suspension can reasonably be remedied, SmartWorks will provide notice of the actions Customer and its Users must take to reinstate the Services. If such action is not taken within a reasonable time of not less than sixty (60) days, SmartWorks may terminate this Agreement effectively immediately upon written notice to Customer to that effect. Where Customer disputes the SmartWork's termination of a material breach, no fees shall be invoiced or due hereunder until such dispute is resolved.

(c) This Agreement may be terminated as follows:

- i. If SmartWorks is in material breach of any of its obligations or any provision under this Agreement, Customer must notify SmartWorks in writing of such default (a **"Default Notice"**). Upon receipt of a Default Notice, SmartWorks must correct the default within sixty (60) days, or issue a written notice of its own disputing the alleged default within thirty (30) days, of the date of receipt of a Default Notice. If SmartWorks fails to correct the default within such sixty (60) day period, and did not issue a notice disputing the alleged default within such thirty (30) day period, Customer may terminate this Agreement upon written notice to SmartWorks to that effect. Where SmartWorks has disputed default, Customer may terminate the agreement upon thirty (30) days' additional notice and shall pay all disputed fees for the remainder of that year of contract services, which amounts are subject to recovery through amicable settlement or otherwise as a result of litigation, and otherwise as set forth herein.
- ii. If any Fees are thirty (30) days or more overdue from the date payable shown on an invoice, SmartWorks shall have the right to (i) suspend performance of the Services (including Customer access to the Services) until all amounts are paid in full; and/or (ii) terminate this Agreement effective immediately upon written notice to Customer to that effect.
- iii. Either party may terminate this Agreement effective immediately upon written notice to the other party if that party has breached its obligations of confidentiality or any intellectual property right or proprietary right of the offended party (or of its service provider in the case of SmartWorks), or in accordance with Section 15(b) in the event of a material breach by Customer.
- iv. Either party may terminate this Agreement effective immediately upon written notice to the other party if the other party: (i) becomes insolvent; (ii) becomes the subject of any proceeding under any bankruptcy, insolvency or liquidation law, whether domestic or foreign, and whether voluntary or involuntary, which is not resolved favorably to the subject party within ninety (90) days of commencement thereof; or (iii) becomes subject to property seizure under court order, court injunction or other court order which has a material adverse effect on its ability to perform hereunder.
- v. If any such modification, change or replacement of the original Third Party Components pursuant to Section 7(f) includes a material price increase with respect to the Services enabled by such Third Party Components or impairs Customer's ability to utilize such Services in substantially the same manner as they were utilized prior to the modification, change or replacement, Customer may terminate this Agreement by providing written notice to SmartWorks within sixty (60) days after Customer's receipt of notification of such material price increase or discovery of such impairment.

16. Effects of Termination

In the event of termination or expiration of this Agreement:

- a) All rights granted to Customer in this Agreement shall immediately terminate and SmartWorks will immediately cease to perform or provide the Services.
- b) Customer will pay all amounts due under this Agreement up to and through the date of termination and all costs reasonably incurred in collecting the amounts due to SmartWorks (including court costs, attorney fees,

and repossession charges to the extent not prohibited by law), except that Customer shall not be responsible to pay for any services provided by SmartWorks or its Third Party Service Provider in breach of these Agreement terms..

- c) Customer shall return to SmartWorks or at SmartWorks' option purge or destroy all copies of any Confidential Information of SmartWorks in its possession or under its control (except as required under any statute or legislation related to retention requirements), and provide a duly authorized certificate of an officer of Customer confirming same within thirty (30) days.
- d) Except as otherwise provided in this Agreement, termination of this Agreement shall not affect any right of action of either party arising from anything which was done or not done, as the case may be, prior to the termination taking effect.
- e) In the case of a material breach by Customer, any cancellation and/or termination of this Agreement prior to the end of the Initial Term shall result in the following: an acceleration of all Annual Subscription Fees due for the remainder of the current year and for the next full year of the remaining Initial Term, as applicable, not already invoiced and/or paid, which amount will be due immediately. This section will not affect SmartWorks' right to collect any further invoiced amounts for other Professional Service Fees provided for in conformance with the terms of this Agreement..
- f) Conditional upon Customer's payment of all Fees that are due to SmartWorks, SmartWorks will furnish the Customer with a copy of the Data in a format to be mutually agreed upon between the parties in writing (typically a .csv file). The anticipated services to provide a copy of the Data are one to two days and will be billed at SmartWorks' then current daily rate (except where cancellation results from a breach by SmartWorks or its Third Party Service Provider). Upon receipt of notice from Customer confirming receipt of the Data, SmartWorks shall destroy all copies of the Data and delete all Data on the database and an Officer of SmartWorks shall certify the destruction and deletion to the Customer. Subject to any legal requirement that SmartWorks must retain a copy of the Data, SmartWorks shall not delete the Data for 90 days from the date of termination except: (i) where SmartWorks has provided the Data to Customer pursuant to this Subsection; or (ii) where it has received written instructions from Customer to delete the Data. Following 90 days from the date of termination if Customer has not communicated with SmartWorks regarding the Data, SmartWorks shall have the right to delete all Data at any time as either required by law or as determined by SmartWorks in its sole discretion, but in such cases shall first provide Customer with no less than sixty (60) days' notice of its intention to delete, unless SmartWorks is required by applicable law to delete in a manner effectively preventing its provision of this notice.

17. Ownership

- (a) **By SmartWorks.** SmartWorks its service providers and licensors are and shall at all times remain the owner of all copyright, trademarks, trade secrets, patents and any other intellectual property rights in and to the Services, Software, Documentation, and related documentation, materials, logos, names and other support materials , and other information relating to the Software or used in conjunction with the Software, whether distributed in print, magnetic, electronic, or video format, in effect as of the date the Software are provided to the Customer pursuant to the terms of this Agreement. Customer shall acquire no right whatsoever to all or any part of the Services, Software, underlying system or software except the limited right to access and use the Services in accordance with the terms of this Agreement and SmartWorks, its service providers and its licensors reserve all rights not expressly granted to Customer. Customer must fully reproduce any copyright or other notice marked on any part of the documentation or other materials on all authorized copies and must not alter or remove any such copyright or other notice. Customer shall report to SmartWorks any infringement or misappropriation of SmartWorks intellectual property rights or other rights in the Software, the Services or the Documentation of which Customer becomes aware. Customer hereby grants to SmartWorks a royalty-free, worldwide, irrevocable, perpetual license to use and incorporate into the Services, Software, and underlying system and software any suggestions, ideas, enhancement requests, recommendations or other feedback provided by Customer relating to the operation of the Services or Software.
- (b) **Customer Data.** As between SmartWorks and Customer, all Data will remain the sole and exclusive property

of Customer. Customer is solely responsible for ensuring the accuracy, quality, integrity, reliability, appropriateness and right to view and use the Data. Subject to the terms and conditions of the Agreement, Customer grants to SmartWorks a world-wide, non-exclusive, royalty-free license to access the Data for the purpose of performing the Services. Access to the Data shall only be by SmartWorks' employees and/or subcontractors whose job function requires access. Except as specified in this Agreement, SmartWorks may not access or use the Data for any other purpose without the express written consent of Customer. Access to Data by any outside party shall only be in accordance with the terms of this Agreement or where required by law.

Customer grants to SmartWorks a world-wide, non-exclusive, royalty-free license to aggregate or compile Data with the customer data of other customers using the Services so long as such aggregation or compilation omits any data that would enable the identification of Customer, its clients or any individual, company or organization ("Aggregated Data"). SmartWorks shall have a worldwide, perpetual, royalty-free license to use, modify, distribute and create derivative works based on such Aggregated Data, including all reports, statistics or analyses created or derived therefrom. Additionally, Customer grants SmartWorks the right to access Data to provide feedback to Customer concerning its use of the Services.

Customer authorizes SmartWorks to disclose the fact that Customer is a customer of SmartWorks and uses the Services.

If and to the extent (i) SmartWorks and its third party service provider are processing personal data on behalf of Customer acting as Customer's subprocessor, and (ii) the European General Data Protection Regulation (EU/2016/679) ("GDPR") applies to such processing of personal data, to the extent legally required Customer shall enter into a data processing agreement.

SmartWorks' third party service provider and its affiliates, and their contractors and subprocessors, may wherever they do business, store and otherwise process business contact information ("BCI") of Customer and its Users, for example, name, business telephone, address, email, and user IDs for business dealings with them. Where notice to or consent by the individuals is required for such processing, Customer will notify and obtain such consent. SmartWorks' third party service provider may use personnel and resources in locations worldwide and third party suppliers to support the delivery of its products and services. SmartWorks' third party service provider collects Account Data, defined as information other than Data and BCI that Customer provides to the third party service provider to enable SmartWorks' or Customer's use of the third party service provider's products or that it collects using tracking technologies, such as cookies and web beacons, regarding SmartWorks' or Customer's use of the third party service provider's products. Additional details are available at the link to SmartWorks' third party service provider's Online Privacy Statement set out in Schedule "A".

(c) Data and Privacy Policy of Customer

The Customer represents and warrants to SmartWorks that:

- i. Data that is either provided to or acquired by SmartWorks from Customer is owned exclusively by Customer and that the Customer has full right and title to provide the Data to SmartWorks and its third party service provider;
- ii. Data that is either provided to or acquired by SmartWorks is subject to a privacy policy in effect as of the Effective Date and Customer's customers have provided to Customer their written consent for its collection, use and storage by SmartWorks and its third-party service providers in accordance with this Agreement and in any jurisdiction in North America;
- iii. Customer complies with all applicable privacy legislation as of the Effective Date in the performance of its obligations hereunder in respect of any Data collected, used, transferred, created or disclosed pursuant to this Agreement; and

- iv. Customer will not provide SmartWorks with data of any kind for which SmartWorks or its third party service provider either has no need or does not have the right to collect, use and store under the terms of this Agreement.

(d) Audit Rights

In order to assist SmartWorks with the protection of its proprietary information and Confidential Information and to enable SmartWorks to verify Customer’s compliance with the terms and conditions of this Agreement, Customer shall permit SmartWorks and its independent auditor to visit during normal business hours any premises at which the Services are used or being accessed and shall provide SmartWorks with access to its records including usage data. SmartWorks shall provide Customer with reasonable notice of any such audit. Subject to necessary further agreement of the parties and receipt of board or governing body approvals, Customer will promptly order and pay for required entitlements at SmartWorks’ then current rates (including uses in excess of Customer’s authorizations or licenses) and for other charges and liabilities determined as a result of such verification, as SmartWorks specifies in an invoice. These compliance verification obligations remain in effect during the Term and for two (2) years thereafter.

18. Confidential Information and Data

Except as may otherwise be required by applicable law, the parties agree to keep confidential any and all Confidential Information with respect to the other party which it has received or may in the future receive in connection with this Agreement and shall only disclose such Confidential Information of the other party (i) to its agents, employees or representatives who have a need to know such information, for the purpose of performance under this Agreement and exercising the rights granted under this Agreement, and who have entered into a non-disclosure agreement at least as protective of the other party’s Confidential Information as this Agreement, or (ii) to the extent required by applicable law or during the course of or in connection with any litigation, arbitration or other proceeding based upon or in connection with the subject matter of this Agreement, provided that the receiving party shall give the disclosing party reasonable notice prior to such disclosure and shall comply with any applicable protective order or equivalent. The parties each agree to hold the other party’s Confidential Information in confidence and to take all reasonable steps, which shall be no less than those steps it takes to protect its own confidential and proprietary information, to protect the Confidential Information of the other party.

In addition to any other restrictions on SmartWorks’ use of the Data, the confidentiality obligations related to Confidential Information as set out above shall apply to Data. Both parties agree that the Data may be subject to privacy laws providing for the owners of the Data to review such Data or to challenge the collection and storage of the Data. Customer shall indemnify and reimburse SmartWorks in relation to all reasonable fees and other disbursements paid by SmartWorks to comply with such requests, whether by an individual or a government body, or to challenge such requests at either SmartWorks’ or Customer’s request. Customer represents and warrants to SmartWorks that as of the Effective Date no individual, government body or third party has requested a review of the Data or challenged the collection and storage of the Data to be stored in the Software.

19. Indemnity

(a) Customer Indemnification. Customer is solely responsible for its Data, its use, and its Users’ use, of the Services in any way, and all legal liability arising out of or relating thereto. To the extent permitted by applicable law, Customer and SmartWorks (and its Third Party Service Providers, as applicable) shall defend, indemnify and hold the other, and each of their respective officers, directors, employees and agents (the “**Indemnities**”) harmless from and against any and all losses, costs, damages and expenses (including reasonable attorney’s fees) that the Indemnities may suffer in connection with any demands, claims, actions, suits or proceedings arising out of or in connection with (i) the use of the Services by each, as applicable; (ii) any breach by either party of this Agreement; or (iii) the parties’ treatment of Confidential Information or Data, including but not limited to, and as applicable, any third party claims that the inclusion, use, reference, incorporation of or linking to any third party materials or the

Customer's Data violates such third party's copyright and/or other intellectual property, privacy or other rights, or that such use is illegal.

(b) Intellectual Property Indemnity. SmartWorks will indemnify, defend, and hold harmless, or at its option settle, any third party claim, suit or proceeding against Customer alleging that the Software delivered to Customer, or Customer's authorized use of the Software, infringes any patent issued in the United States or Canada or any trademark or copyright or misappropriates any trade secret; provided, that Customer (i) promptly notifies SmartWorks of any such claim in writing; (ii) provides SmartWorks with all reasonable information and assistance in connection with such claim; and (iii) gives SmartWorks the sole right to control the defense of, or settle such claim. SmartWorks will pay any settlement approved by SmartWorks or final judgment entered against Customer on such claim in any such suit or proceeding defended by SmartWorks.

SmartWorks will have no obligation for any claim, suit or proceeding to the extent that it results from (a) the combination, operation or use of (a) any modification to the Software made without SmartWorks's prior written consent, (b) failure to use updated or modified Software if SmartWorks notified Customer that the use of the updated or modified software was necessary to avoid a claim of infringement, or (c) use of Software not in accordance with this Agreement and applicable Documentation.

If SmartWorks receives notice of an alleged infringement by the Software, or if SmartWorks reasonably believes that such a claim is likely, SmartWorks may stop delivery of such Software as otherwise set forth herein. SmartWorks will have the right, subject to any necessary further agreement of the parties and receipt of board or governing body approvals, to obtain the right for Customer to continue use of the affected Software, or to replace or modify the affected Software so that it is no longer alleged or believed to infringe, provided that this can be done without significant loss of functionality. If neither of the foregoing options is available to SmartWorks on commercially reasonable terms, SmartWorks may terminate as otherwise set forth herein, in which case SmartWorks will refund to Customer that portion of the Annual Subscription Fees paid but unused by Customer.

20. General

(a) Governing Law; Venue: This Agreement shall be governed by and construed in accordance with the laws of the State of Oklahoma and the federal laws of the United States applicable therein. In the event that an action is brought, the parties agree that trial of such action will be vested exclusively in the applicable courts in Cleveland County, Oklahoma. Customer and SmartWorks hereby waive, to the fullest extent permitted by applicable law, the right to trial by jury in any action, proceeding or counterclaim filed by any party, whether in contract, tort or otherwise, relating directly or indirectly to this Agreement or any acts or omissions of SmartWorks in connection therewith or contemplated thereby.

(b) Mediation: Except where this Agreement explicitly states that this Section does not apply, the parties agree to submit any claim, controversy or dispute arising out of or relating to this Agreement or the relationship created by this Agreement to non-binding mediation before bringing a claim, controversy or dispute in a court or before any other tribunal. The mediation is to be conducted by either an individual mediator or a mediator appointed by mediation services mutually agreeable to the parties, which agreement shall not be unreasonably withheld by either party. Such mediator shall be knowledgeable in software system agreements. The mediation shall take place at a time and location which is also mutually agreeable; provided; however, in no event shall the mediation occur later than ninety (90) days after either party notified the other of its desire to have a dispute be placed before a mediator. The costs and expenses of mediation, including compensation and expenses of the mediator (and except for the attorneys' fees incurred by either party), is to be shared by the parties equally. If the parties are unable to resolve the claim, controversy or dispute within ninety (90) days after the date either party provides the other notice of mediation, then either party may bring and initiate a legal proceeding to resolve the claim, controversy or dispute unless the time period is extended by a written agreement of the parties. Nothing in this Section shall inhibit a party's right to seek injunctive relief at any time.

(c) Notice: Any notice required or permitted to be given to any party to this Agreement shall be given in writing

and shall be delivered either personally, mailed by prepaid registered post or sent by facsimile to the appropriate address or facsimile number set out below. Any such notice shall be conclusively deemed to have been given and received on the day on which it is delivered or transmitted (or on the next succeeding business day if delivered or received by facsimile after 5:00 p.m. local time on the date of delivery or receipt, or if delivered or received by facsimile on a day other than a business day), if personally delivered or sent by facsimile or, if mailed, on the third business day following the date of mailing, and addressed, in the case of the Consultant, to:

N. HARRIS COMPUTER CORPORATION
 1 Antares Drive, Suite 400
 Ottawa, Ontario K2E 8C4
 Attention: CEO
 Telephone: 613-226-5511, extension 2149

and in the case of the Customer, to:

Norman Utilities Authority
 225 N Webster
 Norman, OK 73069
 Attention: Utilities Director
 Telephone: (405) 366-5443

Each party may change its particulars respecting notice, by issuing notice to the other party in the manner described in this Section 20(c).

- (d) **Currency:** Unless otherwise indicated, all dollar amounts referred in this Agreement are in lawful money of the United States of America.
- (e) **Use of Name.** Customer agrees to the following promotional activities in relation to the purchase of SmartWorks' solutions, products and services: (i) Customer permits SmartWorks to issue a mutually agreed upon press release announcing Customer's purchase of SmartWorks' products and services; and (ii) Customer grants SmartWorks the right to reasonably include the Customer's name and logo in published lists referencing the users of the products and services of SmartWorks. Customer may unilaterally withdraw their consent to the above promotional activities at any time by providing written notice to SmartWorks of said revocation.
- (f) **Entire Agreement:** This Agreement together with the Schedules attached to this Agreement constitute the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements, representations, negotiations, understandings, arrangements, and communications between the parties, both written and oral, relating to the subject matter hereof. No terms and conditions in any Customer orders, or in any other documentation employed by or on behalf of Customer in connection with this Agreement, regardless of the date of such documentation, will affect the terms of this Agreement, even if such document is accepted by the receiving party, with such provisions being deemed deleted. This Agreement may only be modified by a written amendment signed by an authorized representative of each of the parties, and subject to receipt of approval from boards or governing bodies, as necessary.
- (g) **Waiver.** No waiver of any breach of any provision of this Agreement shall constitute a waiver of any prior, concurrent, or subsequent breach of the same or any other provisions hereof, and no waiver shall be effective unless made in writing and signed by an authorized representative of the waiving party. No delay or failure to require performance of any provision of this Agreement shall constitute a waiver of that provision as to that or any other instance, unless expressly so stated in such provision. Any waiver granted shall apply solely to the specific instance expressly stated. No single or partial exercise of any right or remedy will preclude any

other or further exercise of any right or remedy.

- (h) Assignment:** Neither party may assign any of its rights or duties under this Agreement without the prior written consent of the other party. This Agreement shall inure to the benefit of and be binding upon the parties to this Agreement and their respective successors and permitted assigns.
- (i) Severability:** If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable under any applicable law, then such provision shall be deemed modified to the extent necessary in order to render such provision valid and enforceable as may conform otherwise to the provisions herein. If such provision may not be so saved, it shall be severed and the remainder of this Agreement shall remain in full force and effect.
- (j) Allocation of Risk:** Customer acknowledges and agrees that the warranty disclaimer and limitation of liability contained in this Agreement are fundamental elements of the basis of the bargain between SmartWorks and Customer and set forth an allocation of risk reflected in the fees and payments due hereunder.
- (k) Relationship:** The parties are and shall at all times remain independent contractors in the performance of this Agreement and nothing herein shall be deemed to create a joint venture, partnership or agency relationship between the parties. Neither party will have the power to bind the other party or to contract in the name of or create any liability against the other party in any way for any purpose. Neither party will be responsible for the acts or defaults of the other party or of those for whom the other party is law responsible.
- (l) Equitable Relief:** The parties acknowledge and agree that it would be difficult to compute the monetary loss or damage arising from a breach or threatened breach of this Agreement by either party and that, accordingly, subject to applicable State laws, either party will be entitled to pursue specific performance, injunctive or other equitable relief in addition to or instead of monetary damages in the event of such a breach or threatened breach of this Agreement.
- (m) Force Majeure:** No default, delay or failure to perform on the part of SmartWorks shall be considered a breach of this Agreement where such default, delay or failure is due to a force majeure or to circumstances beyond its control. Such circumstances will include, without limitation, strikes, riots, civil disturbances, actions or inactions concerning government authorities, epidemics, war, terrorist acts, embargoes, severe weather, fire, earthquakes, floods, acts of any governmental body, acts of God or the public enemy or default of a common carrier, unavailability of Third Party Components or other disasters or events.
- (n) Survival:** Sections 1 (Definitions), 3 (Fees), 4 (Travel and Lodging Expenses), 6 (Restrictions on Use), 8(f) (Compliance with Laws), 8(g) (Security), 12(b) (Warranty Disclaimer), 13 (Limitations on Liability), 16 (Effects of Termination), 17 (Ownership), 18 (Confidential Information), 19 (Indemnity), 20 (General) and any other provision of this Agreement which is required to ensure that the parties fully exercise their rights and their obligations hereunder shall survive any termination or expiration of this Agreement unless and until waived expressly in writing by the party to whom they are the benefit.
- (o) Counterparts:** This Agreement may be executed in counterparts (whether by facsimile signature, PDF via email, or otherwise, as long as such signature complies with applicable Oklahoma law), each of which when so executed shall constitute an original and all of which together shall constitute one and the same instrument.

[Signature page on following page]

IN WITNESS WHEREOF, SmartWorks and the Customer have duly executed this Agreement to be effective on the Effective Date first written above.

N. HARRIS COMPUTER CORPORATION

ATTEST:

V. Gagnier
Signature


Signature

Veronique Gagnier
Name

Sharat Balachandran
Name

Executive Vice President
Title

VP, Research & Development
Title

April 3, 2024
Date

April 3, 2024
Date

CUSTOMER:

Norman Utilities Authority

ATTEST:

Signature

Larry Heikkila

Name

Board Chair

Title

Date

Signature

Brenda Hall

Name

Board Secretary

Title

Date

Approved as to form and legality this _____ day of _____, 2024.

Legal Counsel's Office

Schedule "A"
Fees and Payment Schedule *

Customer shall pay the Annual Subscription Fees set out in the table below

<i>Annual Recurring Fees (includes support services)</i>	<i>Amount</i>
Annual Subscription Fees:	
Year 1	Through Authorized Reseller (Utiliuse)
Year 2	\$90,514
Year 3	\$90,514
Year 4	\$90,514
Year 5	\$90,514

The Annual Subscription Fees are based on the maximum meters, channel and Interval lengths set out in the table below:

Service	Number of Meters	Interval Length	Number of Channels
Water – Residential	38,000	60 minutes	1
Water – Commercial	4,000	60 minutes	1

- Actual account numbers can vary over time. The server size is recommended with the assumption that the number of services may expand by 25% over five years.
- A minimum of three (3) years of data must be retained for immediate access.
- And additional five (5) years can be maintained for secondary access via the Compass APR process (Archive Purge and Restore)

* All charges are exclusive of out of pocket expenses for any Professional Services requested/performed. Charges for actual and reasonable out-of-pocket expenses including, but not limited to, travel and lodging expenses will be billed monthly as incurred. All pricing is exclusive of applicable sales, use or similar taxes. Customer is responsible for any such taxes that may apply; if Customer is tax exempt, evidence of such tax exemption must be provided. Lapsed payments may lead to denial of access to the Services in accordance with Section 15(c)(ii) of the Agreement.

PAYMENT TERMS:

The Annual Subscription Fees will be due in advance of the Initial Term and each Renewal Term, and is non-refundable. Customer shall be provided notice of any fee raise with sufficient time to exercise its rights pursuant to

Paragraph 15 of this Agreement. Annual Subscription Fees shall be non-refundable except where SmartWorks has failed to make services available per the terms of this Agreement, including those set forth in Schedule B.

Professional Services Fees stated above, and any applicable travel and lodging expenses, will be invoiced per the below milestones and shall be due and payable forty-five (45) days from the date of invoice.

ADDITIONAL PROFESSIONAL SERVICE(S) FEES:

Any Professional Services that are not set forth in a Statement of Work are deemed to be additional Professional Services (the “**Additional Professional Services**”). The Additional Professional Services may be provided on-site or via the telephone or through on-line communication platform. Additional Professional Services provided via telephone or through on-line communication platform shall be billed at the rate of two hundred and twenty (\$230) per hour. On-site Additional Professional Services shall be billed at two hundred and ninety (\$290) per hour, plus applicable travel, lodging and per diem expenses. Professional Services performed one year or more after the execution date of this Agreement shall be billed at the then current SmartWorks Professional Services rates, subject to further agreement of the parties and receipt of necessary board or other governing body approvals. Help line support and Support Services do not include training or other Professional Services.

In addition to the Professional Services Fees set out in a Statement of Work, Customer shall be billed a seven-hundred and fifty dollar (\$750) daily surcharge for any Professional Services provided on weekends or SmartWorks-recognized holidays, plus any applicable travel charges in accordance with Section 4 of the Agreement.

Additional Professional Services may include, but are not limited to, the following: software installation, configuration, data validation, system setup, system balancing, interface setup, interface testing, process training, application training and business requirements gathering.

RESET OF TERM TO MATCH FISCAL YEAR:

Customer may request that SmartWorks match the annual invoicing of the Annual Subscription Fees with Customer’s fiscal year. In order for Customer to elect to match annual invoicing with their fiscal year, Customer must make said request to SmartWorks in writing and during the Initial Term of this Agreement. If such election is made SmartWorks shall, a) issue a prorated invoice for any Subscription Fees due for the portion of the year remaining in Customer’s current fiscal year, b) extend the then current term to expire at the end of the Customer’s subsequent fiscal year, c) issue an annual invoice thereafter on the annual anniversary date of Customer’s fiscal year for any Subscription Fees due, and d) reset future annual terms to expire at the end of Customer’s fiscal year. Annual Subscription Fees are invoiced in advance of an upcoming annual term. Subscription fees shall be due and payable thirty (30) days from date of invoice.

Third Party Service Provider’s Online Privacy Policy: <https://www.ibm.com/privacy/details/us/en/>

SCHEDULE B

SERVICES AVAILABILITY

1. Availability Requirement.

SmartWorks shall use commercially reasonable efforts to make the Services Available 100% of the time of the time in any given calendar month as measured over the course of the total number of days in each calendar month during the Term (each such calendar month, a “**Service Period**”), excluding un-Availability as a result of any of the Exceptions described below in this Section 1 (the “**Availability Requirement**”). “**Service Level Failure**” means a material failure of the Services to meet the Availability Requirement. “**Available**” means the Services are available for access and use by Customer in a production environment. For the purposes of calculating the Availability Requirement, the Services will not be considered un-Available and no Service Level Failure will be deemed to have occurred in connection with any failure to meet the Availability Requirement that is due, in whole or in part, to any: (a) Customer Cause; (b) Customer's Internet connectivity; (c) a force majeure event (as described in Section 20(m)); (d) failure, interruption, outage, or other problem with any software, hardware, system, network, facility, or other matter not supplied by SmartWorks pursuant to this Agreement; (e) Routine Scheduled Downtime; (f) any interruption to the access or use of the Services that occurs in a non-production environment; (g) Emergency Work; or (i) disabling, suspension, or termination of the Services for cause by SmartWorks. For clarity, references to “Customer” in this Schedule B include Authorized Users.

2. Customer Cause.

For the purposes of this Schedule B, “**Customer Cause**” means any of the following causes: (a) any negligent or improper use, misapplication, misuse or abuse of, or damage to, the Services by Customer or its representatives; (b) any interference or modification to or alteration of the Services by Customer or its representatives; (c) any use of the Services by Customer or its representatives in a manner inconsistent with the then-current Documentation; (d) any use by Customer or its representatives of any third party products that SmartWorks has not provided or caused to be provided to Customer; or (e) any use by Customer of a non-current version or release of Third Party Components, notwithstanding notice from SmartWorks that updates, fixes or patches are required.

3. Service Level Failures and Remedies.

- (a) In the event of a Service Level Failure, SmartWorks shall issue a credit to Customer in the amounts set out in the table below (a “**Service Level Credit**”), provided however, that SmartWorks has no obligation to issue any Service Level Credit unless Customer: (i) reports the Service Level Failure to SmartWorks immediately on becoming aware of it; and (ii) requests such Service Level Credit in writing within ten (10) days of the Service Level Failure.

Service Period Availability	Service Level Credit (Percentage of Monthly Payment of Annual Subscription Fee)
Equal to or greater than 99%	0%
Equal to or greater than 98%	3%
Equal to or greater than 97%	5%
Equal to or greater than 95%	10%
Less than 95%	15%

The Service Period Availability is calculated by subtracting the total number of minutes that the Services are un-Available in a Service Period from the total number of minutes in a Service Period and then dividing the difference by the total number of minutes in a Service Period.

- (b) Any Service Level Credit payable to Customer under this Agreement will be issued to Customer in

the last calendar month of the Term. This Section 3 sets forth SmartWorks' sole obligation and liability and Customer's sole remedy for any Service Level Failure.

4. Routine Scheduled Downtime.

For the purposes of this Schedule B, "**Routine Scheduled Downtime**" means a reasonable period of time during which SmartWorks conducts routine system maintenance and for which SmartWorks has provided Customer written notice a minimum of three business days prior to such period, which will be between 6PM and midnight Central Time on weekdays and or any time on weekends, as agreed by the parties.

5. Factors Outside SmartWorks's Reasonable Control.

For the purposes of this Schedule B, outages due to force majeure events include power surges or network or device failure external to SmartWorks' data centers. In the event of a force majeure event, SmartWorks shall be entitled to take any actions determined, in its sole discretion, necessary or advisable to prevent, remedy, mitigate, or otherwise address actual or potential harm, interruption, loss, threat, security, or like concern to SmartWorks' hosting infrastructure resulting from such force majeure event ("**Emergency Work**"). SmartWorks shall provide advance notice of such Emergency Work to Customer when practicable and possible. SmartWorks shall not be held responsible for any deterioration of performance or un-Availability during such force majeure events or Emergency Work.

6. Unauthorized Actions.

SmartWorks shall not be responsible for any un-Availability that results from Customer's unauthorized action or lack of action when known and required, or from Customer's employees, agents, contractors, or vendors, or anyone gaining access to the Services by means of Customer passwords or equipment, or otherwise resulting from Customer failure to follow appropriate security practices. Although SmartWorks will use commercially reasonable efforts to mitigate the effects of any such events, SmartWorks cannot guarantee that such events will not occur. Accordingly, SmartWorks disclaims any and all liability resulting directly from such events.

7. Failure to Adhere to Requirements.

SmartWorks shall not be responsible for any un-Availability which results from Customer's failure to adhere to any required configurations, follow any policies for acceptable use, or use of the Services in a manner inconsistent with the features and functionality of the Services (for example, attempts to perform operations that are not supported, exceeding prescribed quotas, if applicable, or suspected abusive behavior) or inconsistent with SmartWorks' published guidance.

Schedule "C"

Statement of Work

[intentionally omitted]

Schedule D

Support Services



SmartWorks Support Services

The Schedule D describes the Support Services included in this Subscription Agreement and more specifically, a listing of ticket priorities, an outline of SmartWorks' escalation procedures and related details. For the purposes of this Schedule D, "SmartWorks Services" means the Services and the Software Services.

SmartWorks reserves the right to make modifications to this document as required, said modifications only effective upon further agreement of the parties and receipt of necessary board or governing body approvals.

Last Updated: July 21, 2020

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STANDARD SUPPORT AND MAINTENANCE SERVICES – GUIDELINES

The support services listed below (“**Support Services**”) are included in the SmartWorks Services.

- Support for the SmartWorks Services as provided by the SmartWorks professional services group includes:
 - The SmartWorks Services and all default functionality
 - The SmartWorks Services side of the interfaces with other third party systems, as implemented by our professional services consultants
 - Customized rules developed by professional services staff. Rules developed or modified by the Customer are not supported through the standard Support Services.
 - The integrity of the data within the SmartWorks Services, to the extent that the SmartWorks Services has manipulated it. The SmartWorks Services is not responsible for the completeness or accuracy of the data originating in third party systems (e.g. AMI, CIS, etc.)
 - Advice on VEE parameter settings and processes, however the VEE settings themselves are the responsibility of the Customer
- SmartWorks will create and install software updates (release notes will be available upon request and on the Customer Hub) that may include:
 - Defect corrections (as warranted)
 - Planned enhancements
 - State (Provincial) and/or Federal mandated changes (charges may exist depending on scope)
 - From time to time, we will provide software upgrades (note that there may be charges in implementation depending on the scope of services)
- SmartWorks will troubleshoot customer issues and provide recommendations for resolution
- SmartWorks will deploy performance monitoring tools
- SmartWorks will provide remote training on subjects of limited scope. As a rule of thumb, a subject of limited scope can be addressed in about 15 minutes over the phone. If a customer makes numerous training requests in a short period of time, we may deem the training requests to be of a broad nature.
- HealthWatch - Online Diagnostics
 - HealthWatch rules will collect data and alert Support Services when specific thresholds have been met (e.g. disk space limit reached, no interval data for two days, etc.)
 - SmartWorks will proactively monitor your solution to identify small issues before they become big problems using our HealthWatch tool. Depending on the nature of the issue, we may either alert you or attempt to address the issue ourselves.
 - If customer decides to opt-out of HealthWatch, charges may apply.
- Customer Care Program. On a periodic basis, SmartWorks will share useful information regarding the use of your SmartWorks Services modules through one or more of the following methods:
 - Support Bulletins
 - Communication on new products and services
 - On-site visits (as required)
 - Webinars
 - Surveys
 - Knowledge Base
- If requested, provide an Outstanding Tickets Report with conference call
- Ability to attend the annual customer conference (attendance fees apply)
- Opportunity to participate in BETA programs at our discretion

- SmartWorks shall provide an online ticketing system with the following features:
 - Ability to log and close tickets
 - Ability to view and update tickets
 - Ability to update contact information
 - Access to published documentation
 - Access to support knowledge base
 - Ability to report on metrics
- 800 Toll Free Telephone Support

Out-of-Scope Services, as defined and set out in Exhibit I are not included in the Support Services. Additional fees shall apply to Out-of-Scope services.

Customer Responsibilities

In order to effectively provide our support services, the Customer is responsible for the following items:

- Customer shall notify SmartWorks of suspected defects in the Services. Customer shall provide, upon SmartWorks request, additional data deemed necessary or desirable by SmartWorks to reproduce the environment in which such defect occurred.
- Customer shall ensure that its personnel are, at relevant stages of the project, educated and trained in the proper use of Services in accordance with applicable SmartWorks manuals and instructions. If Customer’s personnel are not properly trained as mutually determined by SmartWorks and Customer, Customer agrees that such personnel will be trained by SmartWorks or Customer within fifteen (15) days of receipt of written notice of such a determination. If Customer desires SmartWorks to perform the required training then SmartWorks shall be compensated in accordance with this Agreement, and as may be further agreed between the parties.
- Customer shall establish proper backup procedures necessary to replace critical Customer data in the event of loss or damage to such data from any cause. Customer shall provide SmartWorks with access to qualified functional or technical personnel to aid in diagnosis and to assist in repair of the Software in the event of error, defect or malfunction.
- Customer shall have the sole responsibility for:
 - The performance of any tests it deems necessary prior to the use of the Services.
 - Assuring proper Customer computer system installation, configuration, verification, audit controls and operating methods.
 - Implementing proper procedures to assure security and accuracy of input and output and restart and recovery in the event of malfunction.
 - Timely upgrade and keeping current all third party license releases and/or Third Party Components to meet the requirements of the SmartWorks Services.
- Customer is responsible for the data quality, completeness, and availability from 3rd party applications on which SmartWorks product relies.
- Customer shall be responsible for rules created and/or edited by Customer staff.
- Customer shall be solely responsible for all VEE parameters settings, the regular monitoring of validation failures, and the rectification of any validation failures.

SOLUTION UPDATES

SmartWorks will make software updates relevant to the Services available from time to time. When an update is available, SmartWorks will make an announcement to its customers.

BILLABLE SUPPORT SERVICES

The services listed below are services that are out of scope of your Support Services and are therefore considered billable services.

- Provision of remote or on-site training on subjects of broad scope
- New interfaces or connections to non-SmartWorks (or third party) applications
- Creation of test instances
- Custom modifications (e.g. rules, reports, new data, etc.)
- Data conversions and global modification to setup table data
- Database maintenance, repairs and optimization, refreshes, backups, restores
- Extended Hardware and Operating System support
- Upgrades and support of third party software (e.g. database software, OS, web server, etc.)
- Installations and/or re-installations of software solution
- Support for rules, reports, database procedures, or screens developed by, or modified by, the Customer
- Cleansing or re-processing of data originating from a third party system (e.g. AMI, CIS, etc.)

Note: Provision of billable support services will occur subject to further agreement of the parties and receipt of further approvals, as necessary. If customer purchases a billable service with a maintenance fee such as the ones listed above, the Customer is responsible for supporting these items.

Test Databases and Environments

SmartWorks support customers in the maintenance of independent test environments for testing purposes. This allows customers the opportunity to test fixes, modifications, new business processes and/or scenarios without risking any potentially unwanted changes to the live environment. The creation of test databases and Environments is a billable service; quotations and incremental maintenance rates will be provided on request.

OPERATIONS

Hours

Our standard Support Services hours are from 8:00 a.m. EST to 8:00 p.m. EST, Monday to Friday, excluding designated statutory holidays. Weekend assistance is available, but must be scheduled in advance, and in most cases is billable as further set forth herein.

Holiday Schedule

Below is a listing of statutory holidays. Please note that Support Services will be closed on designated days as outlined below.

New Year’s Eve	Early Closure (noon EST)
New Year’s Day	Closed
President’s Day (USA) /Family Day (Canada)	Closed
Victoria Day (Canada)	Closed
Labor Day	Closed
Canada Day (Canada)	Closed
Thanksgiving Day (Canada)	Closed
Christmas Eve	Early Closure (noon EST)
Christmas Day	Closed
Boxing Day (Canada)	Closed

Ticket Process

All issues or questions reported to support are tracked via a TeamSupport Customer Hub ticket. SmartWorks Support Services analysts cannot provide assistance unless a support ticket is logged. The use of a TeamSupport ticket allows us to track the resolution of your issues. In addition, it allows measurement of activities for proper forecasting of staffing requirements. SmartWorks’ current process for logging tickets includes the following: TeamSupport Customer Hub (via website), email, phone and fax.

- Ticket must contain at a minimum: Customer name, contact person, module and/or menu selection, nature of issue, detailed description of question or issue and any other pertinent information.
- SmartWorks’ Support Services or Support Services analysts will provide with a ticket id to track issue and Customer ticket will be logged into SmartWorks’ support tracking database.
- Ticket will be stored in a queue and the first available support representative will be assigned to deal with Customer’s issue.
- As assigned support representative investigates issue, Customer will be notified of status updates, actions and a resolution plan via the support ticketing system. If additional information is required, Customer will be contacted by the assigned support representative to supply the information required.
- All correspondence and actions associated with Customer ticket will be tracked against ticket ID in SmartWorks’ support database. At any time, Customer may log onto our website to see status of ticket.

- Once issue has been resolved, the ticket will be set to a “Resolved” status. Customer will then have time to evaluate the resolution and provide feedback. Once Customer is satisfied that the issue has been addressed, Customer will then close the ticket. SmartWorks will endeavour to provide w adequate time to evaluate the resolution. However, SmartWorks will close a ticket if no feedback is received within 24 hours. Customer will always be notified of a pending or actual ticket closure. Customer will have the option of re-opening the ticket if needed.
- Once ticket has been closed, Customer will receive an automated notification by email. This email will contain the entire event history of the ticket from the time it was created and leading up to the resolution of the ticket. Customer has option of viewing both open and closed tickets, via SmartWorks’ website.
- If issue requires escalation to a development resource or programmer for resolution, issue will be forwarded to SmartWorks development team. Ticket will remain open until development team provides a response. If a development item opens, Customer will be provided with a development tracking number upon request. Issues escalated to development will be scheduled for resolution and may not be resolved immediately depending on the nature and complexity of the issue. If an issue is determined to be an enhancement or feature, Support Services personnel will log a ticket in SmartWorks’ product management queue and will notify Customer when a release has been made available.
- Customer may contact the support department for a status update on development issues.

Ticket Priorities

SmartWorks Support Services is based on three ticket priorities: 1(high/critical), 2(medium), and 3(low). The criteria used to establish a ticket priority are as follows:

Priority Level	Description
1	<ul style="list-style-type: none"> • System Down (Software Application, Hardware, Operating System, Database) • Program errors without workarounds • Incorrect calculation errors impacting one-third of records • Error messages preventing data integration and update • Performance issues of severe nature impacting critical processes • Security Issues <p><i>Note: in most cases issues affecting a test environment only will not be considered a priority of 1</i></p>
2	<ul style="list-style-type: none"> • System errors that have workarounds • Calculation errors impacting less than one-third of records • Reports calculation issues • Performance issues not impacting critical processes • Usability issues • Workstation connectivity issues (Workstation specific)
3	<ul style="list-style-type: none"> • Training questions, how to, or implementation of new processes

- Aesthetic issues
- Issues where a workaround is available for a large majority of cases
- Recommendations for enhancements on system changes
- Questions on documentation
- Test environment issues or questions

Response Times

Response times will vary and are dependent on the priority of the ticket. SmartWorks will make its best efforts to ensure that incoming tickets are dealt with in the order that they are received, however, tickets will be escalated based on the urgency of the issue reported. If a support ticket is logged during standard operating hours, SmartWorks response times are as follows:

Priority	Initial Response Time *	R&D Response Time from Escalation	Update Frequency
1	Within 4 hours	Same day	Every 2 business days
2	Within 8 hours	Within one week	Every 5 business days
3	Within 24 hours	Within 3 weeks	Every 10 business days

*During Business Hours

Example:

- Priority 1 Support Ticket received Monday January 2 at 10 am >> Support Analyst responds Monday January 2 by noon >> Support Analyst sends update Monday January 2.
- Priority 1 Support Ticket received Monday January 2 at 9 PM >> Support Analyst responds Tuesday January 3 by noon >> Support Analyst sends update Tuesday January 3.

Escalation Process

SmartWorks will endeavor to provide a satisfying and positive Support Services experience. However, if at any time Customer is not completely satisfied with the resolution of an issue, Customer is encouraged to escalate within Support Services, as follows:

- Level 1:** Customer ticket’s assigned Support Services Analyst
- Level 2:** Team Lead, Support Services
- Level 3:** Manager, Support Services
- Level 4:** Executive Vice President, SmartWorks

EXHIBIT I

OUT-OF-SCOPE SUPPORT SERVICES

“**Out-Of-Scope Services**” may be provided upon further agreement of the parties and upon receipt of necessary approvals. “Out-of-Scope Services” means the following services, which shall be more particularly described in and delivered pursuant to a Change Order:

- Troubleshooting and analysis that ought to have been performed by Customer through reference to documentation (Support Resources).
- Services associated with configuring, testing and deploying an update or upgrade in any of Customer’s systems.
- Services related to Third Party IaaS/PaaS integration performed at the Customer’s site.
 - Any other excluded Support Services as SmartWorks may determine from time to time.

Schedule "E"

Security

1. Harris shall store and process Data in accordance with industry standard practices.

2. Response to Legal Orders, Demands or Requests for Data.
 - a. Where permitted by law SmartWorks shall:
 - i. Promptly notify the Customer of any subpoenas, warrants, or other legal orders, demands or requests received by SmartWorks seeking Data;
 - ii. Consult with the Customer regarding its response;
 - iii. Cooperate with the Customer's reasonable requests, at Customer's expense, in connection with efforts by the Customer to intervene and quash or modify the legal order, demand or request; and
 - iv. Upon the Customer's request, provide the Customer with a copy of its response.

 - b. If the Customer receives a subpoena, warrant, or other legal order, demand ("requests") or request seeking Data maintained by SmartWorks, Customer will promptly provide a copy of the request to SmartWorks. SmartWorks will, where permitted by law, promptly supply Customer with copies of records or information required for the Customer to respond, and will cooperate with Customer's reasonable requests, and at Customer's expense, in connection with its response.

Schedule F
(To be completed, if required)
N/A

File Attachments for Item:

11. CONSIDERATION OF APPROVAL, ACCEPTANCE, ADOPTION, AUTHORIZATION, REJECTION AND/OR POSTPONEMENT OF BID 2324-45, CONTRACT K-2324-142: BY AND BETWEEN THE NORMAN UTILITIES AUTHORITY AND SOUTHWEST WATER WORKS, LLC, IN THE AMOUNT OF \$3,250,256; AUTHORIZATION TO EXECUTE PERFORMANCE BOND B-2324-57, STATUTORY BOND B-2324-58, AND MAINTENANCE BOND MB-2324-57 CONTINGENT UPON THE CITY ATTORNEY'S APPROVAL FOR THE PARSONS ADDITION WATERLINE REPLACEMENT - PHASE II; AUTHORIZATION TO PURCHASE MATERIALS ON BEHALF OF THE CONTRACTOR; AND TRANSFER OF FUNDS BETWEEN PROJECTS AS OUTLINED IN THE STAFF REPORT.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 04/09/2024

REQUESTER: Kenneth J. Giannone

PRESENTER: Kenneth J. Giannone, Capital Projects Engineer

ITEM TITLE: CONSIDERATION OF APPROVAL, ACCEPTANCE, ADOPTION, AUTHORIZATION, REJECTION AND/OR POSTPONEMENT OF BID 2324-45, CONTRACT K-2324-142: BY AND BETWEEN THE NORMAN UTILITIES AUTHORITY AND SOUTHWEST WATER WORKS, LLC, IN THE AMOUNT OF \$3,250,256; AUTHORIZATION TO EXECUTE PERFORMANCE BOND B-2324-57, STATUTORY BOND B-2324-58, AND MAINTENANCE BOND MB-2324-57 CONTINGENT UPON THE CITY ATTORNEY'S APPROVAL FOR THE PARSONS ADDITION WATERLINE REPLACEMENT - PHASE II; AUTHORIZATION TO PURCHASE MATERIALS ON BEHALF OF THE CONTRACTOR; AND TRANSFER OF FUNDS BETWEEN PROJECTS AS OUTLINED IN THE STAFF REPORT.

BACKGROUND:

Contract (K-1819-87) with Cabiness Engineering, LLC (now part of Garver) was approved by Norman Utilities Authority (NUA) on December 11, 2018 to design the replacement of approximately 4,500 feet (over $\frac{3}{4}$ of a mile) of water line in the Parsons Addition. Due to the project's close proximity to campus, the design process included public input from the University of Oklahoma (OU), OU's sororities and fraternities, homeowners and landlords, and, based on that input as well as discussions with consultant and potential contractors, it was determined that the best of course of action would be to divide the project into two phases that would proceed generally during summer months when OU is not in regular session. Phase I was scheduled and completed during the summer of 2019. Phase II was originally scheduled for the summer of 2020, but was deferred until the summer of 2024 to allow for higher priority capital projects to proceed.

DISCUSSION:

Phase II of the project included two alternate bids. Alternate "A" included replacement of water mains by open cut methods, while Alternate "B" included replacement by directional drilling the majority of the replacement mains. The project was advertised in the *Norman Transcript* on March 7, 2024, and Bids were opened on March 28, 2024. Two bids were received and the lowest bidder for both Alternate "A" and Alternate "B" was Southwest Water Works, LLC (SWWW) of Oklahoma City, Oklahoma with low bids of \$3,250,256 and \$3,594,600, respectively. Garver and the NUA staff have determined that SWWW's Base Bid and Alternate "A" in the amount of \$3,250,256 is the lowest and best bid for the project.

As noted in the BACKGROUND section of this report, this project is located in close proximity to OU's

campus and, in order to minimize impact to students, faculty and other OU stakeholders, it has been agreed that the best course of action is to complete construction during the summer months, after OU's Spring 2024 graduation weekend and before the start of OU's fraternity and sorority rush in the Fall of 2024 (i.e. between May 13 and August 4, 2024). SWWW has executed the proposed Contract for this project and their Surety is in the process of reviewing, approving, and executing the Performance, Statutory, and Maintenance Bonds for the project. Because it is imperative that the selected Contractor be given as much time as possible to complete procurement of construction materials before May 13, 2024, this Bid is recommended for award and the Contract is proposed to be approved and executed immediately. If not received prior to the Council meeting, bonds in the amount of the awarded contract are proposed for authorization to approve and execute upon receipt of the executed bonds from SWWW. This will allow Notice to Proceed with procurement of construction materials to be granted at the earliest possible date, and thus allow project to proceed as planned during the summer months.

The current year budget for Parsons Addition Waterline Replacement – Phase II, Construction (Account 31993360-46101; Project WA0246) includes an unencumbered balance of \$1,000,000 creating a shortfall of \$2,250,256 to fully fund the proposed contract amount of \$3,250,256.

In order to fully fund the project and allow for a contingency of approximately 5%, staff recommends transfer of \$2,400,000 allocated to Waterline Replacement – Robinson 24th NW to Water Treatment Plant, Construction (Account 31996683-46101; Project WA0242), which has a total available balance of \$3,230,358.35, into the Parsons Addition Waterline Replacement – Phase II project. The Robinson Street Waterline project will be delayed.

The City of Norman is exempt from the payment of any sales or use taxes. Pursuant to Title 68 O.S., Section 1356 (10) and as allowed by Oklahoma Tax Commission Rules Part 27 Trust Authority 710:65-13-140, direct vendors to the Norman Utilities Authority (NUA) are also exempt from those taxes. A contractor and his subcontractors may exclude from their cost, sales taxes on appropriate equipment, materials, and supplies that need not be paid while acting on behalf of the NUA. To minimize project costs, the NUA will make payment directly to vendors supplying equipment and materials for incorporation into the project and avoid the payment of sales tax on the materials and equipment purchases.

RECOMMENDATION 1:

Staff recommends that the NUA accept bids meeting project specifications and award Bid 2324-45 for the Base Bid and Add Alternate "A" in the amount of \$3,250,256 to Southwest Water Works, LLC.

RECOMMENDATION 2:

Staff recommends approval and execution of Contract K-2324-142 and authorization to approve and execute Performance, Statutory, and Maintenance Bonds upon the City Attorney's approval and receipt of fully executed bonds from Southwest Water Works, LLC, in the amount of the contract.

RECOMMENDATION 3:

Staff recommends NUA authorize payment to vendors directly for equipment and supplies for the Parsons Addition Waterline Replacement – Phase II project.

RECOMMENDATION 4:

Staff recommends the transfer of \$2,400,000 from Waterline Replacement – Robinson 24th NW to WTP, Construction (Account 31996683-46101; Project WA0242) to Parsons Addition Waterline Replacement – Phase II, Construction (Account 31993360-46101; Project WA0246).

Bid Tabulation for:
Project WA-0246 – Parsons Addition Waterline Replacement – Phase II
Contract No. K-2324-142/Bid No. 2324-45
Bid Opening Date: March 28, 2024 at 2:00:00 p.m. CDT

BIDDER	ADDRESS	Base Bid + Bid Alternate A	Base Bid + Bid Alternate B
Southwest Water Works	201 NW 132 nd Street, Oklahoma City, OK 73114	\$ 3,250,256.00	\$ 3,594,600.00
Matthews Trenching	919 S. Fairmont Ave, Oklahoma City, OK 73129	\$ _____	\$ _____
Krapff-Reynolds Construction Co.	2400 NE 4 th Street Oklahoma City, OK 73117	\$ 3,628,427.00	\$ No Bid
H&H Plumbing	381 W Adkins Hill Road Norman, OK 73072	\$ _____	\$ _____
Cimarron Construction	3501 NE 63 rd Street Oklahoma City, OK	\$ _____	\$ _____

Eng Estimate \$ 3,714,963.00 \$ 3,890,174.00

Bids Opened by: *Fred [Signature]*

Witnessed by: 3.28.24



750 SW 24th St.
Suite 200
Moore, OK 73160
TEL 405.329.2555
FAX 405.329.3555
www.GarverUSA.com

March 29, 2024

Ken Giannone
Capital Projects Engineer
Norman Department of Utilities
201-C West Gray Street
Norman, OK 73069

Re: Recommendation of Award City of Norman Parson's Addition Water Line Replacement
Phase II

Dear Mr. Giannone:

Enclosed is the bid tabulation for the proposals received on Thursday, March 28, 2024 for the above referenced project. The following were the apparent proposal results:

CONTRACTOR	BASE BID + ALTERNATIVE A	BASE BID + ALTERNATIVE B
Southwest Water Works, LLC	\$3,250,256.00	\$3,594,600.00
Krapff-Reynolds Construction Company	\$3,626,427.00	NA
Engineer's Estimate	\$3,714,963.00	\$3,890,174.00

Based upon the information supplied, all documents appear to be in order. As a result, based upon the results of the Base Bid + Alternative A and Alternative B proposal, we recommend awarding the contract for the above referenced project to the lowest, responsible bidder, **South Water Works LLC.**

TOTAL AWARD AMOUNT \$ 3,250,256.00

Please place this item on the next available council agenda for consideration. Please contact me at (405) 928-6331 should you have any questions or concerns.

Sincerely,
GARVER

J. Bret Cabbiness, P.E.
Sr. Project Manager

BIDS RECEIVED March 28, 2024
 BID TABULATION FOR: Norman Parson's Addition Water Line Replacement Phase II

ITEM NO.	ITEM	ESTIMATED QUANTITY	UNIT	Engineer's Estimate		Southwest Water Works LLC		Krapff-Reynolds Construction Company		BID TAB AVERAGES	
				UNIT BID	AMOUNT	UNIT BID	AMOUNT	UNIT BID	AMOUNT	UNIT BID	AMOUNT
Base Bid											
1	Fire Hydrant Assembly	11	EA	9,750.00	107,250.00	11,000.00	121,000.00	8,500.00	93,500.00	9,750.00	107,250.00
2	8" Gate Valve and Box (MJ)	24	EA	4,550.00	109,200.00	5,500.00	132,000.00	2,800.00	67,200.00	4,150.00	99,600.00
3	6" Gate Valve and Box (MJ)	6	EA	1,950.00	11,700.00	4,200.00	25,200.00	1,250.00	7,500.00	2,725.00	16,350.00
4	4" Gate Valve and Box (MJ)	1	EA	1,560.00	1,560.00	3,500.00	3,500.00	1,550.00	1,550.00	2,525.00	2,525.00
5	4" X 90 Degree Bend (MJ)	2	EA	520.00	1,040.00	650.00	1,300.00	400.00	800.00	525.00	1,050.00
6	6" X 90 Degree Bend (MJ)	6	EA	650.00	3,900.00	1,000.00	6,000.00	295.00	1,770.00	647.50	3,885.00
7	8" X 45 Degree Bend (MJ)	12	EA	1,469.00	17,628.00	1,750.00	21,000.00	825.00	9,900.00	1,287.50	15,450.00
8	8" X 22.50 Degree Bend (MJ)	5	EA	1,560.00	7,800.00	1,750.00	8,750.00	420.00	2,100.00	1,085.00	5,425.00
9	8" X 11.25 Degree Bend (MJ)	3	EA	1,690.00	5,070.00	1,100.00	3,300.00	500.00	1,500.00	800.00	2,400.00
10	6" CAP (MJ)/ Plug	8	EA	1,495.00	11,960.00	1,000.00	8,000.00	275.00	2,200.00	637.50	5,100.00
11	8" CAP (MJ)/ Plug	3	EA	1,560.00	4,680.00	1,500.00	4,500.00	370.00	1,110.00	935.00	2,805.00
12	12" X 8" Reducers (MJ)	1	EA	1,950.00	1,950.00	1,750.00	1,750.00	950.00	950.00	1,350.00	1,350.00
13	8" X 6" Reducers (MJ)	5	EA	1,300.00	6,500.00	1,450.00	7,250.00	570.00	2,850.00	1,010.00	5,050.00
14	6" X 4" Reducers (MJ)	2	EA	1,170.00	2,340.00	1,250.00	2,500.00	225.00	450.00	737.50	1,475.00
15	8" X 8" Cross (MJ)	4	EA	3,250.00	13,000.00	2,500.00	10,000.00	1,350.00	5,400.00	1,925.00	7,700.00
16	8" X 8" Tee	3	EA	3,250.00	9,750.00	2,250.00	6,750.00	1,150.00	3,450.00	1,700.00	5,100.00
17	8" X 6" Tee	11	EA	2,600.00	28,600.00	2,000.00	22,000.00	1,050.00	11,550.00	1,525.00	16,775.00
18	8" X 4" Tee	1	EA	1,950.00	1,950.00	1,750.00	1,750.00	925.00	925.00	1,337.50	1,337.50
19	0.75-Inch Diameter Water Single Short Service (SSS)	23	EA	3,900.00	89,700.00	2,000.00	46,000.00	1,500.00	34,500.00	1,750.00	40,250.00
20	1-Inch Diameter Water Single Short Service (SSS)	4	EA	5,200.00	20,800.00	3,000.00	12,000.00	2,000.00	8,000.00	2,500.00	10,000.00
21	1.5-Inch Diameter Water Single Short Service (SSS)	2	EA	6,500.00	13,000.00	5,500.00	11,000.00	1,500.00	3,000.00	3,500.00	7,000.00
22	2-Inch Diameter Water Single Short Service (SSS)	5	EA	5,200.00	26,000.00	8,000.00	40,000.00	3,000.00	15,000.00	5,500.00	27,500.00
23	0.75-Inch Diameter Water Single Long Service (SLS)	21	EA	6,500.00	136,500.00	3,000.00	63,000.00	3,500.00	73,500.00	3,250.00	68,250.00
24	2-Inch Diameter Water Single Long Services (SLS)	1	EA	7,800.00	7,800.00	8,500.00	8,500.00	6,000.00	6,000.00	7,250.00	7,250.00
25	ADA Tactile Warning	2	EA	2,600.00	5,200.00	1,250.00	2,500.00	500.00	1,000.00	875.00	1,750.00
26	Water Meter Relocation	11	EA	3,250.00	35,750.00	2,000.00	22,000.00	2,000.00	22,000.00	2,000.00	22,000.00
27	Remove Fire Hydrant	7	EA	2,600.00	18,200.00	1,000.00	7,000.00	500.00	3,500.00	750.00	5,250.00
28	Pre/Post Construction Audio/Video Recording	1	LS	5,000.00	5,000.00	25,000.00	25,000.00	1,000.00	1,000.00	13,000.00	13,000.00
29	Sediment and Erosion Control	1	LS	13,000.00	13,000.00	10,000.00	10,000.00	1,000.00	1,000.00	5,500.00	5,500.00
30	Construction Traffic Control	1	LS	32,500.00	32,500.00	185,000.00	185,000.00	20,000.00	20,000.00	102,500.00	102,500.00
31	Construction Staking (Construction Survey)	1	LS	32,500.00	32,500.00	10,000.00	10,000.00	16,000.00	16,000.00	13,000.00	13,000.00
32	Mobilization/Demobilization	1	LS	360,000.00	360,000.00	165,000.00	165,000.00	50,000.00	50,000.00	107,500.00	107,500.00
33	Hydrostatic Pressure Testing and Disinfection	1	LS	23,250.00	23,250.00	25,000.00	25,000.00	1,000.00	1,000.00	13,000.00	13,000.00
34	Casing	20	LF	65.00	1,300.00	250.00	5,000.00	125.00	2,500.00	187.50	3,750.00
35	Furnish and Install 6-Inch Single Check Valve in Manhole	8	EA	19,500.00	156,000.00	25,000.00	200,000.00	15,500.00	124,000.00	20,250.00	162,000.00
36	Reconnect 6-Inch Fire Line	1	EA	26,000.00	26,000.00	2,500.00	2,500.00	5,000.00	5,000.00	3,750.00	3,750.00
37	Reconnect 4-Inch Fire Line	2	EA	26,000.00	52,000.00	2,500.00	5,000.00	5,000.00	10,000.00	3,750.00	7,500.00
38	Connection to Existing Waterline (6-Inch)	5	EA	3,640.00	18,200.00	3,500.00	17,500.00	5,000.00	25,000.00	4,250.00	21,250.00
39	Connection to Existing Waterline (8-Inch)	11	EA	3,640.00	40,040.00	4,500.00	49,500.00	10,000.00	110,000.00	7,250.00	79,750.00
Total Base Bid				\$	1,458,618.00	\$	1,298,050.00	\$	746,705.00	\$	1,022,377.50
Alternative A											
A1	(8 - Inch) Polyvinyl Chloride Pipe (DR-18)	5404	LF	\$ 280.00	1,405,040.00	184.00	994,336.00	323.00	1,745,492.00	253.50	1,369,914.00
A2	(6 - Inch) Polyvinyl Chloride Pipe (DR-18)	100	LF	\$ 195.00	19,500.00	170.00	17,000.00	316.00	31,600.00	243.00	24,300.00
A3	(4 - Inch) Polyvinyl Chloride Pipe (DR-18)	20	LF	\$ 130.00	2,600.00	150.00	3,000.00	309.00	6,180.00	229.50	4,590.00
A4	Remove and Replace Sidewalk	100	SY	\$ 195.00	19,500.00	175.00	17,500.00	100.00	10,000.00	137.50	13,750.00
A5	Remove and Replace Driveway (HES Concrete)	70	SY	\$ 325.00	22,750.00	215.00	15,050.00	100.00	7,000.00	157.50	11,025.00
A6	Pavement Cut and Permanent Repair (Asphalt)	2234	SY	\$ 195.00	435,630.00	255.00	569,670.00	300.00	670,200.00	277.50	619,935.00
A7	Pavement Cut and Permanent Repair (HES Concrete)	1310	SY	\$ 280.00	340,600.00	240.00	314,400.00	300.00	393,000.00	270.00	353,700.00
A8	Remove and Replace Curb and Gutter (6 - Inch Barrier)	150	LF	\$ 82.00	7,800.00	125.00	18,750.00	100.00	15,000.00	112.50	16,875.00
A9	Solid Slab Sodding	250	SY	\$ 11.70	2,925.00	10.00	2,500.00	5.00	1,250.00	7.50	1,875.00
TOTAL Base Bid + Alternative A				\$	3,714,963.00	\$	3,250,256.00	\$	3,626,427.00	\$	3,438,341.50
Alternative B											
B1	(8 - Inch) Polyvinyl Chloride Pipe (DR-18)	5404	LF	\$ 169.00	913,276.00	175.00	945,700.00			175.00	945,700.00
B2	(6 - Inch) Polyvinyl Chloride Pipe (DR-18)	100	LF	\$ 130.00	13,000.00	170.00	17,000.00			170.00	17,000.00
B3	(4 - Inch) Polyvinyl Chloride Pipe (DR-18)	20	LF	\$ 78.00	1,560.00	150.00	3,000.00			150.00	3,000.00
B4	Directional Drilling	5524	LF	\$ 250.00	1,381,000.00	200.00	1,104,800.00			200.00	1,104,800.00
B5	Remove and Replace Sidewalk	100	SY	\$ 195.00	19,500.00	175.00	17,500.00			175.00	17,500.00
B6	Remove and Replace Driveway (HES Concrete)	70	SY	\$ 325.00	22,750.00	215.00	15,050.00			215.00	15,050.00
B7	Pavement Cut and Permanent Repair (Asphalt)	300	SY	\$ 195.00	58,500.00	300.00	90,000.00			300.00	90,000.00
B8	Pavement Cut and Permanent Repair (HES Concrete)	300	SY	\$ 82.00	15,600.00	300.00	90,000.00			300.00	90,000.00
B9	Remove and Replace Curb and Gutter (6 - Inch Barrier)	100	LF	\$ 82.00	5,200.00	125.00	12,500.00			125.00	12,500.00
B10	Solid Slab Sodding	100	SY	\$ 11.70	1,170.00	10.00	1,000.00			10.00	1,000.00
TOTAL Base Bid + Alternative B				\$	3,890,174.00	\$	3,594,600.00	NA		\$	3,594,600.00

LOW BIDDER IS **SOUTHWEST WATER WORKS LLC** IN THE AMOUNT OF: \$3,250,256.00

ALL BIDS VERIFIED BY *J. Bret Cabiness* DATE 3/29/24
 J. Bret Cabiness, P.E.
 Senior Project Manager

Norman Utilities Authority
 Project WA0246
 Parsons Addition Waterline Replacement – Phase II

Contract K-2324-142
 Bid No. 2324-45
 Addendum No.2

CONTRACT

THIS CONTRACT by and between the NORMAN UTILITIES AUTHORITY, a Public Trust of the State of Oklahoma, hereinafter designated as the AUTHORITY, and **Southwest Water Works, LLC** hereinafter designated as the CONTRACTOR, effective the date last executed below,

WITNESSETH

WHEREAS, the AUTHORITY has caused to be prepared in accordance with law, specifications and other Contract Documents for the work hereinafter described; and has approved and adopted all of said Contract Documents; and has given and advertised an Invitation to Bid as required by law; and has received sealed Bids for the furnishing of all labor, materials and equipment for the following project:

PROJECT WA0246
 Parsons Addition Waterline Replacement – Phase II
NORMAN, OKLAHOMA

in accordance with and as outlined and set out in the terms and provisions of said Contract Documents; and,

WHEREAS, the CONTRACTOR in response to said Invitation to Bid, has submitted to the AUTHORITY in the manner and at the time specified, a sealed Bid in accordance with the terms of this said Contract Documents; and

WHEREAS, the AUTHORITY, in the manner provided by law, has publicly opened, examined, and canvassed the Bids submitted and has determined and declared the above-named CONTRACTOR to be the best Bidder on the above-prepared project, and has duly awarded said Bid to said CONTRACTOR, for the sum named in the proposal, to wit:

Three Million, Two Hundred Fifty Thousand, Two Hundred Fifty Six Dollars (\$) 3,250,256.00

NOW, THEREFORE, for and in consideration of the mutual agreements, and covenants herein contained, the parties to this CONTRACT have agreed, and hereby agree, as follows:

1) The CONTRACTOR shall, in good and first-class, workman-like manner at his own cost and expense, furnish all labor, materials, tools, and equipment required to perform and complete said work in strict accordance with this CONTRACT and said CONTRACT Documents, per the Table of Contents, including, but not limited to:

- the Invitation to Bid published in the Norman Transcript
- Notice to Bidders
- the Instructions to Bidders;
- the CONTRACTOR'S Bid or Proposal;
- the Bonds thereto;
- Multiple affidavits
- the Conditions of the Contract
- the Technical Specifications and Construction Drawings

all of which documents are on file in the Office of the AUTHORITY, and are made a part of this CONTRACT as fully as if the same were set out in full, with the following additions and/or exceptions:

Contract is for Base Bid and Alternative "A". Contract Documents include Addendum No. 1, dated 3/18/2024, and Addendum No. 2, dated 3/25/2024.

Norman Utilities Authority
 Project WA0246
 Parsons Addition Waterline Replacement – Phase II

Contract K-2324-142
 Bid No. 2324-45
 Addendum No.2

2) The AUTHORITY shall make payments, minus a retainage as stipulated in the CONTRACT Documents, to the CONTRACTOR in the following manner: On or about the last day of each month, the project manager, or other appropriate person, will make accurate estimates of the value, based on CONTRACT prices, of work done, and materials incorporated in the work and of materials suitably stored at the site thereof during the preceding calendar month. The CONTRACTOR shall furnish to the project manager, or other appropriate person, such detailed information as he may request to aid him as a guide in the preparation of the monthly estimates.

Each monthly estimate for payment must contain or have attached an affidavit in accordance with the Constitution of the State of Oklahoma, Title 74, Section 3109-3110, and Title 62, Section 310.09.

On completion of the work, but prior to the acceptance thereof by the AUTHORITY, it shall be the duty of the project manager, or other appropriate person, to determine that said work has been completely and fully performed in accordance with said CONTRACT Documents; and upon making such determinations said official shall make his final certificate to the AUTHORITY.

The CONTRACTOR shall furnish proof that all claims and obligations incurred by him in connection with the performance of said work have been fully paid and settled; said information shall be in the form of an affidavit, which shall bear the approval of the surety on the CONTRACT Bonds for payment of the final estimate to the CONTRACTOR; thereupon, the final estimate (including retainage) will be approved and paid.

3) The CONTRACTOR shall commence said work on date of NOTICE-TO-PROCEED, which will be issued for May 13, 2024, prosecute the same vigorously and continuously, and complete the same within ~~Ninety-Seven (97) consecutive calendar days between May 13, 2024 and August 18, 2024. (With permission from OWNER, some potholing activities may be authorized to commence before May 13, 2024).~~ Eighty-Three (83) consecutive calendar days between May 13, 2024 and August 4, 2024 (With permission from OWNER, some potholing activities may be authorized to commence before May 13, 2024).

4) Time is of the essence in completion of this project and the AUTHORITY will suffer financial loss if the Work is not completed within the time(s) specified in preceding paragraph. CONTRACTOR and AUTHORITY also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding such actual loss. Accordingly, instead of requiring any such proof, CONTRACTOR and AUTHORITY therefore further agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay AUTHORITY five hundred dollars (\$500) for each calendar day that expires after the time specified in preceding paragraph, plus any authorized extensions thereof, for completion and readiness for final payment of each portion of the Work.

- 5) The AUTHORITY shall pay the CONTRACTOR for the work performed as follows:
- a) Payment for unit price items shall be at the unit price bid for actual construction quantities. (or) Payment for the lump sum price items shall be at the price bid for actual construction complete in place.
 - b) Construction items specified but not included as bid items shall be considered incidental and shall not be paid for directly but shall be included in the bid price for any or all of the pay quantities. Should any defective work or materials be discovered or should a reasonable doubt arise as to the quality of any work completed, there will be deducted from the next estimate an amount equal to the value of the defective or questionable work and shall not be paid until the defects are remedied. And that the CONTRACTOR'S bid is hereby made a part of this CONTRACT.

6) The AUTHORITY reserves the right to add to or subtract from the estimated quantities or amount of work to be performed up to a maximum of 15% of the total bid price.

7) The CONTRACTOR shall not undertake to furnish any materials or to perform any work not specifically authorized under the terms of this Agreement unless additional materials or work are authorized by written Change Order, executed

Norman Utilities Authority
Project WA0246
Parsons Addition Waterline Replacement – Phase II

Contract K-2324-142
Bid No. 2324-45
Addendum No.2

by the AUTHORITY; and that in the event any additions are provided by the CONTRACTOR without such authorization, the CONTRACTOR shall not be entitled to any compensation therefore whatsoever.

8) The parties mutually agree and acknowledge that this is an Oklahoma AGREEMENT, and any dispute shall be resolved in accordance with the Laws of the State of Oklahoma and actions if necessary shall be brought in the District Court of Cleveland County. In the event of ambiguity in any of the terms of this AGREEMENT, it shall not be construed for or against any party on the basis that such party did or did not authorize the same.

9) That if any additional work is performed or additional materials provided by the CONTRACTOR upon authorization by the AUTHORITY, the CONTRACTOR shall be compensated therefore at the unit price bid or as agreed to by both parties in the execution of a Change Order.

10) No provision of this CONTRACT or of any such aforementioned documents shall be interpreted or given legal effect to create an obligation on the part of the AUTHORITY to third persons, including, by way of illustration but not exclusion, sureties upon performance bonds, payment bonds or other bonds, assignees of the CONTRACTOR, subcontractors, and persons performing labor, furnishing material or in any other way contributing to or assisting in the performance of the obligations of the CONTRACTOR; nor shall any such provisions be interpreted or given legal effect to afford a defense against any obligation owed or assumed by such third person to the AUTHORITY or in any way to restrict the freedom of the AUTHORITY to exercise full discretion in its dealing with the Contractor.

11) The CONTRACTOR shall furnish surety bonds and certificate of insurance as specified herein which bonds and insurance must be approved by the AUTHORITY prior to issuance of the NOTICE-TO-PROCEED and commencement of work on the project.

The following statement must be signed and notarized before this Contract will become effective.

STATE OF Oklahoma)

COUNTY OF Oklahoma)

I certify that I am the duly authorized agent of Southwest Water Works, LLC, CONTRACTOR.

I further certify that neither the CONTRACTOR nor the anyone subject to his/her direction or control has paid, given or donated, or agreed to pay, give or donate to any officer or employee of the AUTHORITY, any money or other thing of value, either directly or indirectly, in the procuring of the CONTRACT.

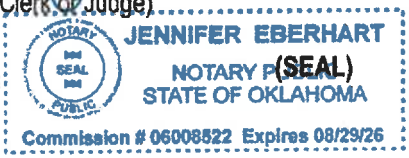
Southwest Water Works, LLC
(Bidder/Company Name)

By: [Signature]
Paul Matthews - Managing Member
(printed/typed name and title)

Subscribed and sworn to before me this 2nd day of April, 2024

[Signature]
Notary Public (or Clerk or Judge)

My Commission Expires: 8.29.24



Norman Utilities Authority
Project WA0246
Parsons Addition Waterline Replacement – Phase II

Contract K-2324-142
Bid No. 2324-45
Addendum No.2

IN WITNESS WHEREOF, AUTHORITY and CONTRACTOR have executed this AGREEMENT;

DATED this 2nd day of April, 2024.

ATTEST

Cole Mathews
Corporate Secretary (where applicable)

~~WITNESS~~
(Corporate Seal) (where applicable)



Southwest Water Works, LLC
PRINCIPAL

Signed: [Signature]
Authorized Representative

Paul Matthews
Name and Title managing member

Address: 201 NW 132nd St.
OKC, OK 73114

Telephone: 405.403.5065

NORMAN UTILITIES AUTHORITY

APPROVED as to form and legality this 5 day of April, 2024

Chisabeth Chudkala
AUTHORITY Attorney

Approved by the Trustees of the NORMAN UTILITIES AUTHORITY this _____ day of _____, 20____.

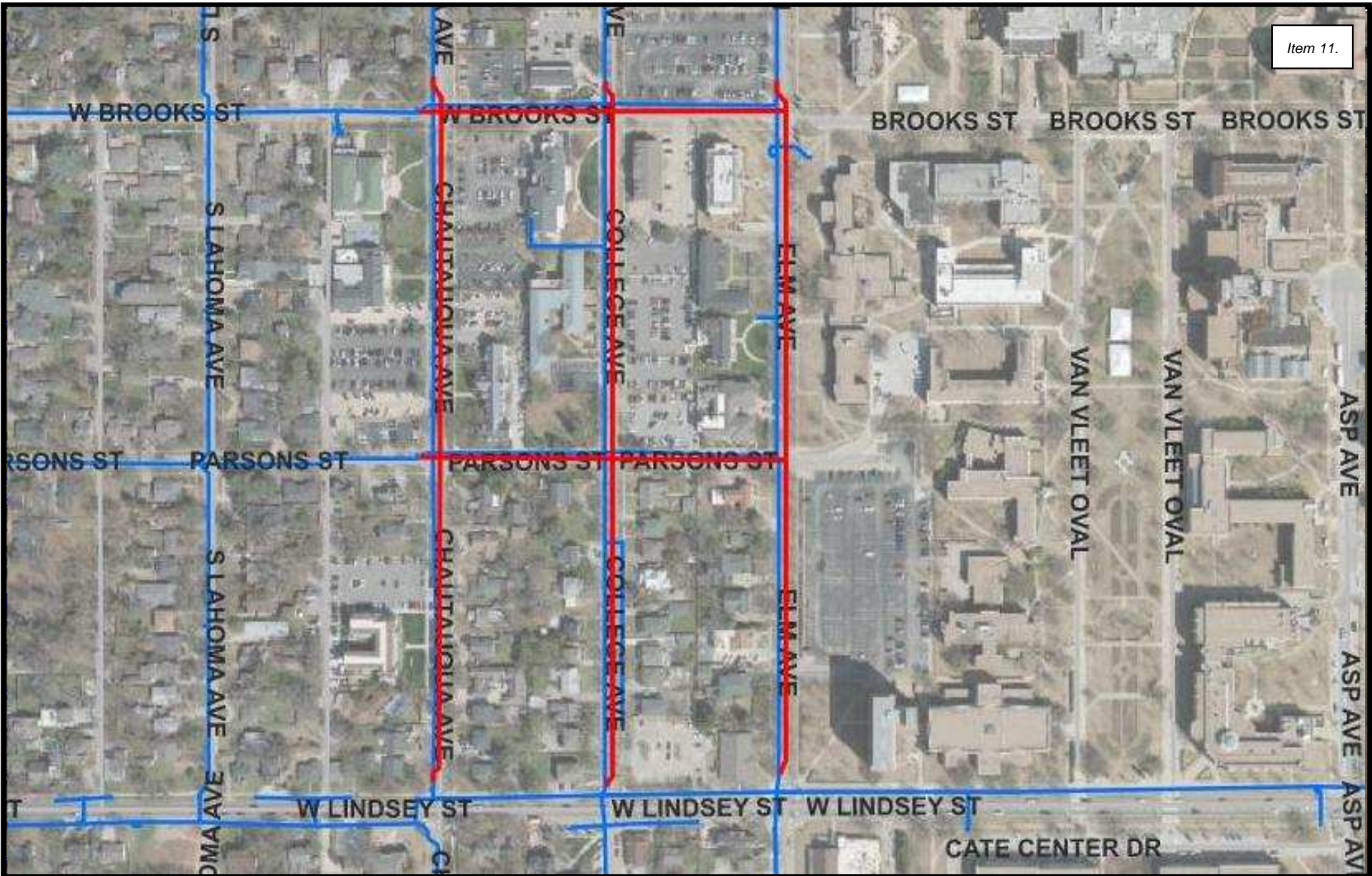
NORMAN UTILITIES AUTHORITY

ATTEST

By: _____

Title: Chairman

Secretary

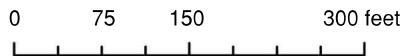


**PROJECT WA0246 - PARSONS ADDITION
WATERLINE REPLACEMENT - PHASE II**



Map Produced by the City of Norman
Geographic Information System.

The City of Norman assumes no
responsibility for errors or omissions
in the information presented.



Existing Water —
Proposed Waterline Replacement —



PERFORMANCE BOND

Know by all men by these presents that **Southwest Water Works, LLC**, as PRINCIPAL, and **Fidelity and Deposit Company of Maryland**, a corporation organized under the laws of the State of **Illinois**, and authorized to transact business in the State of Oklahoma, as SURETY, are held and firmly bound unto NORMAN UTILITIES AUTHORITY, a Public Trust of the State of Oklahoma, herein called AUTHORITY, in the sum of **Three Million, Two Hundred Fifty Thousand, Two Hundred Fifty-Six Dollars (\$ 3,250,256.00)**, for the payment of which sum PRINCIPAL and SURETY bind themselves, their heirs, executors, administrators, successors and assigns jointly and severally.

WHEREAS, the conditions of this obligation are such, that the PRINCIPAL, being the successful bidder on the following PROJECT:

PROJECT WA0246
Parsons Addition Waterline Replacement - Phase II

NORMAN, OKLAHOMA

has entered into a written CONTRACT (K-2324-142) with the AUTHORITY, dated _____ to perform and complete said PROJECT, that CONTRACT being incorporated herein by reference as if fully set forth.

NOW, THEREFORE, if PRINCIPAL shall, in all particulars, well and truly perform and abide by the CONTRACT and all specifications and covenants thereto; and if the PRINCIPAL shall promptly pay or cause to be paid all indebtedness incurred for labor and materials and repairs to and parts for equipment furnished in the making of this PROJECT, whether incurred by the PRINCIPAL or subcontractors; and if the PRINCIPAL shall protect and hold harmless the AUTHORITY from all loss, damage, and expense to life or property suffered or sustained by any person, firm, or corporation caused by the PRINCIPAL or his or its agents, servants, or employees in the construction of the PROJECT, or by or in consequence of any negligence, carelessness or misconduct in guarding and protecting the same, or from any act or omission of the PRINCIPAL or his or its agents, servants, or employees; and if the PRINCIPAL shall protect and save the AUTHORITY harmless from all suits and claims of infringement or alleged infringement or patent rights or processes, then this obligation shall be null and void. Otherwise, this obligation shall remain in full force and effect.

It is further expressly agreed and understood by the parties hereto that no changes or alterations in the CONTRACT and no deviations from the plan or mode of procedure herein fixed shall have the effect of releasing the sureties, or any of them, from the obligations of this Bond.

It is further expressly agreed that the PRINCIPAL'S obligations under this Bond include payment of not less than the prevailing hourly rate of wages as established by the Commissioner of Labor and by the Secretary of the U.S. Department of Labor or as determined by a court on appeal.

IN WITNESS WHEREOF, the PRINCIPAL has caused these presents to be executed in its name and its corporate seal (where applicable) to be hereunto affixed by its duly authorized representative(s), on the ____ day of _____, 20____, and the SURETY has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its authorized representative(s) on the ____day of _____, 20 ____.

(Corporate Seal) (where applicable)

ATTEST

Corporate Secretary (where applicable)

PRINCIPAL

Signed:

Authorized Representative

Name and Title

Address:

Telephone:

(Corporate Seal)

ATTEST

Corporate Secretary

SURETY

Signed:

Authorized Representative

Name and Title

Address:

Telephone:

PARTNERSHIP ACKNOWLEDGEMENT

STATE OF _____)

)§

COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____,

20 ____, by _____ partner (or agent) on behalf of
Name and Title

_____, a partnership.

WITNESS my hand and seal this ____ day of _____, 20 ____.

Notary Public

My Commission Expires: _____

NORMAN UTILITIES AUTHORITY

APPROVED as to form and legality this _____ day of _____, 20 ____.

AUTHORITY Attorney

Approved by the Trustees of the NORMAN UTILITIES AUTHORITY this _____ day of

_____, 20 ____.

NORMAN UTILITIES AUTHORITY

ATTEST

By: _____

Title: Chairman _____

Secretary _____

STATUTORY BOND

Know by all men by these presents that **Southwest Water Works, LLC**, as PRINCIPAL, and **Fidelity and Deposit Company of Maryland**, a corporation organized under the laws of the State of **Illinois**, and authorized to transact business in the State of Oklahoma, as SURETY, are held and firmly bound unto NORMAN UTILITIES AUTHORITY, a Public Trust of the State of Oklahoma, herein called AUTHORITY, in the sum of **Three Million, Two Hundred Fifty Thousand, Two Hundred Fifty-Six Dollars (\$ 3,250,256.00)**, for the payment of which sum PRINCIPAL and SURETY bind themselves, their heirs, executors, administrators, successors and assigns jointly and severally.

WHEREAS, the conditions of this obligation are such, that the PRINCIPAL, being the lowest and best bidder on the following PROJECT:

PROJECT WA0246
PARSONS ADDITION WATERLINE REPLACEMENT – PHASE II
NORMAN, OKLAHOMA

has entered into a written CONTRACT (K-2324-142) with the AUTHORITY, dated _____ to perform and complete said PROJECT, that CONTRACT being incorporated herein by reference as if fully set forth.

NOW, THEREFORE, if the PRINCIPAL, shall properly and promptly complete the work on this PROJECT in accordance with the CONTRACT, and shall well and truly pay all indebtedness incurred for labor and materials and repairs to and parts for equipment furnished in the making of the PROJECT, whether incurred by the PRINCIPAL, his subcontractors, or any material men, then this obligation shall be void. Otherwise, this obligation shall remain in full force and effect. If debts are not paid within thirty (30) days after the same becomes due and payable, the person, firm, or corporation entitled thereto may sue and recover on this Bond, subject to the provisions of 61 O.S. 1981 §2, for the amount so due and unpaid.

It is further expressly agreed and understood by the parties hereto that no changes or alterations in said CONTRACT and no deviations from the plan or mode of procedure herein fixed shall have the effect of releasing the SURETIES, or any of them, from the obligation of this Bond.

It is further expressly agreed that the PRINCIPAL'S obligations under this Bond include payment of not less than the prevailing hourly rate of wages as established by the Commissioner of Labor of the State of Oklahoma and by the Secretary of the U.S. Department of Labor or as determined by a court on appeal.

IN WITNESS WHEREOF, the PRINCIPAL has caused these presents to be executed in its name and its corporate seal (where applicable) to be hereunto affixed by its duly authorized representative(s), on the ____ day of _____, 20____, and the SURETY has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its authorized representative on the ____ day of _____, 20_____.

(Corporate Seal) (where applicable)

ATTEST

Corporate Secretary (where applicable)

PRINCIPAL

Signed:

Authorized Representative

Name and Title

Address:

Telephone:

(Corporate Seal)

ATTEST

Corporate Secretary

SURETY

Signed:

Authorized Representative

Name and Title

Address:

Telephone:

MAINTENANCE BOND

Know by all men by these presents that **Southwest Water Works, LLC**, as PRINCIPAL, and **Fidelity and Deposit Company of Maryland**, a corporation organized under the laws of the State of **Illinois**, and authorized to transact business in the State of Oklahoma, as SURETY, are held and firmly bound unto NORMAN UTILITIES AUTHORITY, a Public Trust of the State of Oklahoma, herein called AUTHORITY, in the sum of **Three Million, Two Hundred Fifty Thousand, Two Hundred Fifty-Six** Dollars (**\$ 3,250,256.00**), for the payment of which sum PRINCIPAL and SURETY bind themselves, their heirs, executors, administrators, successors and assigns jointly and severally.

WHEREAS, the conditions of this obligation are such, that the PRINCIPAL, being the successful bidder on the following PROJECT:

PROJECT WA0246
PARSONS ADDITION WATERLINE REPLACEMENT – PHASE II
NORMAN, OKLAHOMA

has entered into a written CONTRACT (K-2324-142) with the AUTHORITY, dated _____ to perform and complete said PROJECT, that CONTRACT being incorporated herein by reference as if fully set forth.

WHEREAS, under the ordinances of the AUTHORITY, the PRINCIPAL is required to furnish to the AUTHORITY a maintenance bond covering said construction of this PROJECT, the bond to include the terms and provisions hereinafter set forth, as a condition precedent to final acceptance of the PROJECT.

NOW THEREFORE, if the PRINCIPAL shall keep and maintain, subject to normal wear and tear, the construction, except for defects not occasioned by improper workmanship, materials, or failure to protect new work until it is accepted, and if the PRINCIPAL shall promptly repair, without notice from the AUTHORITY or expense to the AUTHORITY any and all defects arising from improper workmanship, materials, or failure to protect new work until it is accepted; all for a period of two (2) years from the date of the written final acceptance by the AUTHORITY, then this obligation shall be null and void. Otherwise, this obligation shall remain in full force and effect at all times.

Provided further, however, that upon neglect, failure or refusal of the PRINCIPAL to maintain or make any needed repairs upon the construction on the PROJECT, as set out in the preceding paragraph, within ten (10) days after the mailing of notice to the PRINCIPAL by letter deposited in the United States Post Office at Norman, Oklahoma, addressed to the PRINCIPAL at the address set forth below, then the PRINCIPAL and SURETY shall jointly and severally be liable to the AUTHORITY for the cost and expense for making such repair, or otherwise maintaining the said construction.

If is further expressly agreed and understood by the parties hereto that no changes or alterations in said CONTRACT and no deviations from the plan or mode of procedure herein fixed shall have the effect of releasing the sureties, or any of them, from the obligations of this Bond.

IN WITNESS WHEREOF, the said PRINCIPAL has caused these presents to be executed in its name and its corporate seal (where applicable) to be hereunto affixed by its duly authorized representative(s), on the _____ day of _____, 20____, and the SURETY has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its authorized representative(s) on the _____ day of _____, 20____.

(Corporate Seal) (where applicable)
ATTEST

PRINCIPAL

Signed:

Corporate Secretary (where applicable)

Authorized Representative

Name and Title

Address:

Telephone:

(Corporate Seal)

ATTEST

SURETY

Signed:

Corporate Secretary

Authorized Representative

Name and Title

Address:

Telephone:

PARTNERSHIP ACKNOWLEDGEMENT

STATE OF _____)
)§
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____,

20 _____, by _____ partner (or agent) on behalf of
Name and Title

_____, a partnership.

WITNESS my hand and seal this ____ day of _____ 20 _____.

Notary Public

My Commission Expires: _____

NORMAN UTILITIES AUTHORITY

APPROVED as to form and legality this _____ day of _____, 20 _____.

AUTHORITY Attorney

Approved by the Trustees of the NORMAN UTILITIES AUTHORITY this _____ day of _____, 20 _____.

NORMAN UTILITIES AUTHORITY

ATTEST

By: _____

Title: Chairman _____

Secretary _____

File Attachments for Item:

12. CONSIDERATION OF ACCEPTANCE, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2324-151: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND MKEC ENGINEERING INC., IN THE AMOUNT OF \$188,750 TO PROVIDE ENGINEERING DESIGN SERVICES FOR THE EAST POST OAK ROAD BRIDGE OVER JIM BLUE CREEK TRIBUTARY BOND PROJECT AND BUDGET APPROPRIATION AS OUTLINED IN THE STAFF REPORT.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 4/9/2024

REQUESTER: Joseph Hill, Streets Program Manager

PRESENTER: Scott Sturtz, Interim Public Works Director

ITEM TITLE: CONSIDERATION OF ACCEPTANCE, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2324-151: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND MKEC ENGINEERING INC., IN THE AMOUNT OF \$188,750 TO PROVIDE ENGINEERING DESIGN SERVICES FOR THE EAST POST OAK ROAD BRIDGE OVER JIM BLUE CREEK TRIBUTARY BOND PROJECT AND BUDGET APPROPRIATION AS OUTLINED IN THE STAFF REPORT.

BACKGROUND:

On October 10, 2023, the citizens of Norman voted in favor of a \$50 million bridge replacement and rehabilitation bond issue. The projects listed in the bridge replacement program are intended to be completed with bond funds; however, federal funds will be pursued at every opportunity (please see the attached project list and map showing the project locations).

On October 11, 2023, City staff advertised Request for Proposal RFP 2324-29 to solicit Consulting Engineering Services for the bond projects still requiring design. The selection committee, consisting of three (3) City staff (Joseph Hill – Streets Program Manager, Jeff Fordice – Capital Projects Engineer, and Brandon Brooks – Capital Projects Engineer) and two (2) citizens, “shortlisted” eight (8) consultant teams for interviews held on January 18, 2024. Also present at the interviews were the acting City Engineer and the City Auditor. The five (5) consultant teams selected after interviews to complete the design on these projects are:

- Garver, Norman
- H.W. Lochner, Oklahoma City
- MKEC, Oklahoma City
- Aguirre & Fields, Oklahoma City
- CEC, Oklahoma City

These consultants are being assigned the various projects by City staff based on capacity, performance during the interview process, and capabilities of their firm to complete a specific project.

The proposed agenda item is to award the contract for design of the East Post Oak Road Bridge over an unnamed tributary to Jim Blue Creek, located 0.2 miles east of 96th Avenue SE.

DISCUSSION:

The East Post Oak Road Bridge Replacement, located 0.2 miles east of 96th Avenue SE is a full replacement of the load-rated bridge. The project will include roadway work necessary to tie the existing road into the new bridge.

Once the design is completed, MKEC will assist with the necessary environmental permitting. City staff anticipates a spring 2025 bid opening with construction estimated to take approximately 9 months to complete.

MKEC's Scope of Services includes:

- Field Inspection and Assessment.
- Detailed Topographic Survey
- Geotechnical Evaluation
- Environmental Permitting
- Design Plan submittals at 30%,60%, 90%, and Final Plan stages
- Bidding Assistance and Construction Management
- Preparing Right-of-Way acquisition documents
- As-built Drawing Services

On April 10, 2024, the City will close on the sale of a \$16,000,000 general obligation bond (Series 2024A) with the proceeds being purposed for bridge repair. An appropriation of funds will be needed to pay for these design services in the amount of \$188,570.

If approved, MKEC will begin work immediately on the critical path items.

RECOMMENDATION 1:

Staff recommends approval of Contract K-2324-151 between the City of Norman and MKEC Engineering, Inc. in the amount of \$188,750 for the design of the East Post Oak Road Bridge Replacement Bond Project.

RECOMMENDATION 2:

Staff recommends appropriation of \$188,750 from the Capital Fund, General Obligation Bond Balance (Account 50-29000) to the East Post Oak Bridge Replacement Bond Project, Design (Account 50595367-46201; Project BP0611).

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is entered into between The City of Norman (OWNER) and MKEC Engineering Inc (CONSULTANT) for the following reasons:

1. OWNER intends to replace the East Post Oak Road Bridge, NBI 26914 (the Project); and,
2. OWNER requires certain professional survey, design, analysis and engineering services in connection with the Project (the SERVICES); and,
3. CONSULTANT is prepared to provide the SERVICES.

In consideration of the promises contained in this AGREEMENT, OWNER and CONSULTANT agree as follows:

ARTICLE 1 - EFFECTIVE DATE

The effective date of this AGREEMENT shall be ___ day of _____, 2024.

ARTICLE 2 - GOVERNING LAW; VENUE

This AGREEMENT shall be governed by the laws of the State of Oklahoma. The venue for any action under this AGREEMENT shall be in the District Court of Cleveland County, Oklahoma or the United States District Court for the Western District of Oklahoma. The parties agree to submit to the subject matter and personal jurisdiction of said court.

ARTICLE 3 - SCOPE OF SERVICES

CONSULTANT shall provide the SERVICES described in Attachment A, Scope of Services.

ARTICLE 4 - SCHEDULE

CONSULTANT shall exercise its reasonable efforts to perform the SERVICES described in Attachment A according to the Schedule set forth in Attachment B.

ARTICLE 5 - COMPENSATION

OWNER shall pay CONSULTANT in accordance with Attachment C, Compensation. Invoices shall be due and payable within thirty (30) days of receipt. OWNER shall give prompt written notice of any disputed amount and shall pay the remaining amount.

ARTICLE 6 - OWNER'S RESPONSIBILITIES

OWNER shall be responsible for all matters described in Attachment D, Owner's Responsibilities. OWNER hereby represents that it owns the intellectual property rights in any plans, documents or other materials provided by OWNER to CONSULTANT. If OWNER does not own the intellectual property rights in such plans, documents or other materials, prior to providing same to CONSULTANT, OWNER shall obtain a license or right to use, including the right to sublicense to CONSULTANT. OWNER hereby grants CONSULTANT the right to use the intellectual property associated with plans, documents or other materials it owns or has the right to use for the limited purpose of performing the SERVICES. OWNER represents that CONSULTANT'S use of such documents will not infringe upon any third parties' rights.

ARTICLE 7 - STANDARD OF CARE

The same degree of care, skill, and diligence shall be exercised in the performance of the SERVICES as is ordinarily possessed and exercised by a member of the same profession, currently practicing, under similar circumstances. No other warranty, express or implied, is included in this AGREEMENT or in any drawing, specification, report, opinion, or other instrument of service, in any form or media, produced in connection with the SERVICES.

ARTICLE 8 -INDEMNIFICATION AND LIABILITY

Indemnification. To the extent permitted by law, including the Constitution of the State of Oklahoma, the CONSULTANT and the OWNER each hereby agree to defend, indemnify, and hold harmless the other party, its officers, servants, and employees, from and against any and all liability, loss, damage, cost, and expense (including attorneys' fees and accountants' fees) caused by an error, omission, or negligent act of the indemnifying party in the performance of SERVICES under this AGREEMENT. The indemnity provided by the CONSULTANT in this regard shall extend in favor of the OWNER to any and all liability, loss, damage, cost, and expense (including attorneys' fees and accountants' fees) caused by an error, omission, or negligent act of any sub-consultant hired by CONSULTANT for the Project. The CONSULTANT and the OWNER each agree to promptly serve notice on the other party of any claims arising hereunder, and shall cooperate in the defense of any such claims. This indemnity is not limited except as provided by applicable Oklahoma law. The acceptance by OWNER or its representatives of any certification of insurance providing for coverage other than as required in this AGREEMENT to be furnished by the CONSULTANT shall in no event be deemed a waiver of any of the provisions of this indemnity provision. None of the foregoing provisions shall deprive the OWNER of any action, right, or remedy otherwise available to the OWNER at common law.

Survival. The terms and conditions of this Article shall survive completion of the SERVICES, or any termination of this AGREEMENT.

ARTICLE 9 - INSURANCE

During the performance of the SERVICES under this AGREEMENT, CONSULTANT shall maintain the following insurance:

- a) General Liability Insurance, with a limit of \$1,000,000 per occurrence and \$2,000,000 annual aggregate.
- b) Automobile Liability Insurance, with a combined single limit of \$1,000,000 for each person and \$1,000,000 for each accident.
- c) Workers' Compensation Insurance in accordance with statutory requirements and Employers' Liability Insurance, with a limit of \$500,000 for each occurrence.
- d) Professional Liability Insurance, with a limit of \$1,000,000 per claim and annual aggregate.

CONSULTANT shall, upon written request, furnish OWNER certificates of insurance which shall include a provision that such insurance shall not be canceled without at least thirty (30) days' written notice to OWNER. OWNER shall require all Project contractors to include OWNER, CONSULTANT, and its parent company, affiliated and subsidiary entities, directors, officers and employees, as additional insureds on their General and Automobile Liability insurance policies, and to indemnify both OWNER and CONSULTANT, each to the same extent.

ARTICLE 10 - LIMITATIONS OF RESPONSIBILITY

CONSULTANT shall not be responsible for (a) construction means, methods, techniques, sequences, procedures, or safety precautions and programs in connection with the PROJECT that are outside of CONSULTANT's reasonable control and/or Scope of Services set forth in Attachment A; (b) the failure of any contractor, subcontractor, vendor, or other Project participant, not under contract to, or otherwise under the control of the CONSULTANT, to fulfill contractual responsibilities to OWNER or to comply with federal, state, or local laws, regulations, and codes; or (c) procuring permits, certificates, and licenses required for any construction unless such procurement responsibilities are specifically assigned to CONSULTANT in Attachment A, Scope of Services. In the event the OWNER requests the CONSULTANT to execute any certificates or other documents, the proposed language of such certificates or documents shall be submitted to the CONSULTANT for review at least fifteen (15) days prior to the requested date of execution. The CONSULTANT shall not be required to execute any certificates or documents that in any way would, in CONSULTANT's sole judgment, (a) increase the CONSULTANT'S legal or contractual obligations or risks beyond the terms of this AGREEMENT; (b) require knowledge, services or responsibilities beyond the scope of this AGREEMENT; or (c) result in the CONSULTANT having to certify, guarantee or warrant the existence of conditions whose existence CONSULTANT cannot reasonably ascertain.

ARTICLE 11 - OPINIONS OF COST AND SCHEDULE

Because the CONSULTANT has no control over the cost of labor, materials, or equipment furnished by others, or over the resources provided by others to meet project schedules, the CONSULTANT's opinion of probable costs and of project schedules shall be made on the basis of experience and qualifications as a practitioner of its profession. The CONSULTANT does not guarantee that proposals, bids, or actual project costs will not vary from the CONSULTANT'S cost estimates or that actual schedules will not vary from the CONSULTANT'S projected schedules.

ARTICLE 12 - REUSE OF DOCUMENTS

All documents, including, but not limited to, plans, drawings, and specifications prepared by CONSULTANT as deliverables pursuant to the Attachment A, Scope of Services are instruments of service in respect to the PROJECT. They are not intended or represented to be suitable for reuse by OWNER or others on modifications or extensions of the PROJECT or on any other project. Any reuse without prior written verification or adaptation by THE CONSULTANT for the specific purpose intended will be at OWNER'S sole risk and without liability or legal exposure to CONSULTANT.

ARTICLE 13 - OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY

Except as otherwise provided herein, documents, drawings, and specifications prepared by CONSULTANT and furnished to OWNER as part of the SERVICES shall become the property of OWNER; provided, however, that CONSULTANT shall have the unrestricted right to their use. CONSULTANT shall retain its copyright and ownership rights in its design, drawing details, specifications, data bases, computer software, and other proprietary property. Intellectual property developed, utilized, or modified in the performance of the SERVICES shall remain the property of CONSULTANT.

ARTICLE 14 - TERMINATION AND SUSPENSION

This AGREEMENT may be terminated by either party upon written notice in the event of substantial failure by the other party to perform in accordance with the terms of this AGREEMENT; provided, however, the nonperforming party shall have fourteen (14) calendar days from the receipt of the termination notice to cure or to submit a plan for cure acceptable to the other party. OWNER may terminate or suspend performance of this AGREEMENT for OWNER'S convenience upon written notice to CONSULTANT. CONSULTANT shall terminate or suspend performance of the

SERVICES on a schedule acceptable to OWNER, and OWNER shall pay CONSULTANT for all the SERVICES performed. Upon restart of suspended SERVICES, an equitable adjustment shall be made to CONSULTANT'S compensation and the project schedule.

ARTICLE 15 - DELAY IN PERFORMANCE

Neither OWNER nor CONSULTANT shall be considered in default of this AGREEMENT for delays in performance caused by circumstances beyond the reasonable control of the nonperforming party. For purposes of this AGREEMENT, such circumstances include, but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; war, riots, and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage; judicial restraint; and delay in or inability to procure permits, licenses, or authorizations from any local, state, or federal agency for any of the supplies, materials, accesses, or services required to be provided by either OWNER or CONSULTANT under this AGREEMENT. CONSULTANT shall be granted a reasonable extension of time for any delay in its performance caused by any such circumstances. Should such circumstances occur, the nonperforming party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this AGREEMENT.

ARTICLE 16 - NOTICES

Any notice required by this AGREEMENT shall be made in writing to the address specified below:

OWNER:

Jeff Fordice
Capital Projects Engineer
City of Norman
P.O. Box 370
Norman, OK 73070

CONSULTANT

MKEC Engineering Inc
Greg Sparks
Principal
205 NW 63rd St, Suite 240
Oklahoma City, OK 73116

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

ARTICLE 17 - DISPUTES

In the event of a dispute between OWNER and CONSULTANT arising out of or related to this AGREEMENT, the aggrieved party shall notify the other party of the dispute within a reasonable time after such dispute arises. If the parties cannot thereafter resolve the dispute, each party shall nominate a senior officer of its management to meet to resolve the dispute by direct negotiation or mediation. Should such negotiation or mediation fail to resolve the dispute, either party may pursue resolution of the dispute as allowed by applicable law and regulation. During the pendency of any dispute, the parties shall continue diligently to fulfill their respective obligations hereunder.

ARTICLE 18 - EQUAL EMPLOYMENT OPPORTUNITY

CONSULTANT hereby affirms its support of affirmative action and that it abides by the provisions of the "Equal Opportunity Clause" of Section 202 of Executive Order 11246 and other applicable

laws and regulations, including the City of Norman's policies and provisions. The CONSULTANT affirms its policy to recruit and hire employees without regard to race, age, color, religion, sex, sexual preference/orientation, gender identity or expression, marital status or familial status, including marriage to a person of the same sex, citizen status, national origin or ancestry, place of birth, presence of a disability or status as a Veteran of the Vietnam era or any other legally protected status. It is CONSULTANT'S policy to treat employees equally with respect to compensation, advancement, promotions, transfers and all other terms and conditions of employment. The CONSULTANT further affirms completion of applicable governmental employer information reports including the EEO-1 and VETS-1 00 reports, and maintenance of a current Affirmative Action Plan as required by Federal regulations.

ARTICLE 19 - WAIVER

A waiver by either OWNER or CONSULTANT of any breach of this AGREEMENT shall be in writing. Such a waiver shall not affect the waiving party's rights with respect to any other or further breach.

ARTICLE 20 - SEVERABILITY

The invalidity, illegality, or unenforceability of any provision of this AGREEMENT or the occurrence of any event rendering any portion or provision of this AGREEMENT void shall in no way affect the validity or enforceability of any other portion or provision of this AGREEMENT. Any void provision shall be deemed severed from this AGREEMENT, and the balance of this AGREEMENT shall be construed and enforced as if it did not contain the particular portion or provision held to be void.

ARTICLE 21 - INTEGRATION

This AGREEMENT, including Attachments A, B, C, and D incorporated by this reference, represents the entire and integrated AGREEMENT between OWNER and CONSULTANT. It supersedes all prior and contemporaneous communications, representations, and agreements, whether oral or written, relating to the subject matter of this AGREEMENT.

ARTICLE 22 - SUCCESSORS AND ASSIGNS

OWNER and CONSULTANT each binds itself and its successors, executors, administrators, permitted assigns, legal representatives and, in the case of a partnership, its partners, to the other party to this AGREEMENT and to the successors, executors, administrators, permitted assigns, legal representatives, and partners of such other party in respect to all provisions of this AGREEMENT.

ARTICLE 23 - ASSIGNMENT

Neither OWNER nor CONSULTANT shall assign any rights or duties under this AGREEMENT without the prior written consent of the other party; provided, however, CONSULTANT may assign its rights to payment without OWNER'S consent. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this AGREEMENT. Nothing contained in this Article shall prevent CONSULTANT from engaging independent CONSULTANTS, associates, and subcontractors to assist in the performance of the SERVICES.

ARTICLE 24 - NO THIRD PARTY RIGHTS

The SERVICES provided for in this AGREEMENT are for the sole use and benefit of OWNER and CONSULTANT. Nothing in this AGREEMENT shall be construed to give any rights or benefits to anyone other than OWNER and CONSULTANT.

IN WITNESS WHEREOF, OWNER and CONSULTANT have executed this AGREEMENT. The parties agree that they may conduct the transaction by electronic means and hereby state that electronic signature is valid and shall have the same force and effect as an original signature.

DATED this ____ day of _____, 2024.

The City of Norman
(OWNER)

MKEC Engineering Inc
(CONSULTANT)

Signature _____

Signature  _____

Name _____

Name Matt Bengtson

Title _____

Title President

Date _____

Date March 14, 2024


Attest:

Attest:

City Clerk


Secretary

Approved as to form and legality this 4 day of April 2024.


City Attorney

ATTACHMENT A SCOPE OF SERVICES

Article 3 of the AGREEMENT is amended and supplemented to include the following agreement of the parties. CONSULTANT shall, except as otherwise provided for herein, furnish all Engineering services, labor, equipment, and incidentals (SERVICES) as required for this AGREEMENT.

DESCRIPTION OF PROJECT

This project is located on Post Oak Road approximately 0.2 miles east of 96th Avenue SE. The purpose of this project is to replace the existing load posted bridge carrying Post Oak Road over an unnamed tributary to Jim Blue Creek.

1. ROADWAY/STREET

The project length is approximately 0.42 miles. Post Oak Road is classified as a rural collector. The existing roadway is asphalt and is approximately 22' wide. The new roadway section will be 26' wide with 6' sod shoulders. New guardrail systems will be required at the approaches to the bridge. Additional R/W is anticipated for permanent construction. The roadway will be closed to through traffic, but local access will be maintained throughout construction.

Roadway design will follow the City of Norman Engineering Design Criteria as well as the 2018 AASHTO Policy of Geometric Design of Highways and Streets, the 2011 AASHTO Roadside Design Guide, and the 2009 Manual on Uniform Traffic Control Devices (MUTCD). Detailed construction plans shall meet the City of Norman standards for submittal.

2. TRAFFIC

a. Traffic Control

Post Oak Road will be closed to thru traffic during construction of the new bridge. Traffic Control Plans will be prepared with a signed detour.

b. Signing and Striping

Signing and striping plans will be prepared in accordance with the latest City of Norman and ODOT standards.

3. BRIDGE/STRUCTURAL

The existing bridge over the tributary to Jim Blue Creek will be replaced. The clear roadway between the railing will match the required width (pavement plus shoulders) for a rural local road. W-beam guardrail will be used to protect the ends of the bridge railing.

a. Hydraulic Design

The size of the bridge will be determined by a hydrology & hydraulic study in accordance with City of Norman Engineering Design Criteria and the ODOT Drainage Manual. The bridge is located in a FEMA Flood Zone A.

b. Structural Design

The structural design of the bridge will be in accordance with the AASHTO LRFD Bridge Design Specifications, 9th Edition and ODOT Bridge Division policies. ODOT standard bridge railing will be used. The foundation will be designed in accordance with recommendations of the geotechnical report that will be prepared for this site.

4. SURVEY

The survey limits will extend 1,200' west of the existing bridge and 1,200' east of the existing bridge along Post Oak Road. The survey will extend 80' north of the center of the road and 110' south of the center of the road. The survey of the creek will extend 300' upstream and 300' downstream of the existing bridge.

Within the limits of the survey the following information will be collected:

- Set a minimum of 2 control points/benchmarks for vertical and horizontal purposes derived from GPS static observation, OPUS solution, VRS Network, or existing control if provided.
- Topographical survey will include all the following existing surface features: roads, curbs, drives, sidewalks, buildings, finished floor at thresholds, signs, fences, walls, tree lines, flowerbeds, all visible drainage structures and flow lines, and visible or marked utilities.
- Tree cover will be annotated by coverage being dense or sparse within those areas.
- Trees located on the south side of the road, south of the white fence, within the survey footprint will be individually located.
- All utility companies servicing the project area will be contacted thru "CALL OKIE- 811" 14 days prior to field survey.
- All utility information field collected will be placed in the CAD drawing.
- Storm sewer manholes, sanitary sewer manholes, water valve rims and inverts will be measured for depth (to the connection outside of survey limits).
- Cross-sections at interval grid to produce contours at 1.0' minimum density.
- Right-of-way, property lines and ownerships will be established using a title company.

Staking for the new right-of-way or easements is included in Section 7: Right-of-Way.

5. GEOTECHNICAL

The scope of the geotechnical services is as follows:

- a. Advance two (2) abutment borings to a minimum depth of 30 feet into bedrock. The borings will be sampled using the Standard Penetration Test at a maximum of 5 feet intervals beginning at ground level. The borings will be located as close as possible to the proposed abutments.
- b. Once bedrock is encountered, the rock hardness will be tested using the Texas Cone Penetrometer (TCP) on a maximum of 5 feet intervals.
- c. Advance four (4) in-place borings in the approaches to the new bridge and obtain soil samples form 0-6 and 6-36 inches below the ground. A composite bulk sample will be obtained to determine the Proctor and Resilient Modulus.

- d. The soil samples recovered will be tested to determine the soil classification (Atterberg Limits and gradation) and moisture content. Soluble sulfate will be tested on the roadway samples. Proctor and Resilient modulus will be tested on the bulk samples.
- e. Groundwater levels will be measured during and 24 hours after completion of the drilling. The borings will be plugged per Oklahoma Water Resources Board (OWRB) requirements.
- f. The borings will be located in the field by an Engineer using the plans provided. Vertical control established in the project plans will be used to obtain surface elevations of the borings. The geotechnical services will provide a foundation report containing recommendations for driven piles and, if appropriate, drilled pier foundations. The report will include recommendations for the approach roadway pavement design for HMA and essentially will be performed to verify the City of Norman paving standard is adequate. The report will be prepared under the supervision of and signed by a registered Professional Engineer in the State of Oklahoma.

6. ENVIRONMENTAL CLEARANCE

MKEC will provide environmental mitigation measures as required in the plans and provide any support documentation for CC Environmental to obtain all environmental permits or requirements, including 404 permit and OWRB permit as applicable.

7. RIGHT-OF-WAY

It is expected that right-of-way (R/W) will be acquired for this project. The CONSULTANT will prepare right-of-way plans, exhibits and legal descriptions for the acquisition of right-of-way. CONSULTANT will provide R/W staking for the parcels during the acquisition process. The cost for staking R/W will be a unit price per request/mobilization. Right-of-way acquisition services are not included in this contract.

8. UTILITIES

- a. **Utility Map (color-coded)**
CONSULTANT will provide a color-coded set of plan and profile sheets to OWNER for each affected utility company to coordinate the necessary utility relocations.
- b. **Utility Relocation Coordination**
OWNER will coordinate the relocation of utilities as required for the project and will request written approval from all utility companies as to the accuracy of all facilities on the plans.
- c. **Utility Meetings**
CONSULTANT will attend utility relocation meetings with each utility. The meeting will be coordinated by the City of Norman. The OWNER will prepare the meeting minutes.
- d. **Utility Relocation Plan Review**
CONSULTANT will ensure any utility relocation plans meet the requirements of the project.

e. Utility Relocation Design

The design of OWNER owned utility relocations is not anticipated for this project. If the design or relocation of OWNER-owned utilities is necessary, services will be added to the agreement by written amendment.

9. CONSTRUCTION

a. Bidding

The OWNER will assume primary responsibility for the bidding/award process for the project. The CONSULTANT will serve the OWNER in a support role during the bidding/award process. Additionally, the CONSULTANT shall answer questions from possible contractors, including the development of written responses to questions received.

b. Construction Support

CONSULTANT shall attend any scheduled Pre-Construction Meeting and will be available throughout construction to answer questions, including formal Requests for Information (RFIs) and assist the OWNER as necessary, helping to resolve any complications or conflicts that may arise. If shop drawings are to be produced during construction, CONSULTANT will be available to assist the OWNER in review. CONSULTANT shall attend regularly scheduled progress meetings, as required.

c. Construction Management/Testing

Construction Management and Testing are not included in this contract.

d. Record Drawings

Record Drawings will be prepared and submitted to the OWNER based upon field documents provided by the construction administrator.

MEETINGS

The consultant shall schedule monthly design progress meetings or conference calls with the OWNER to discuss current project status, upcoming milestones, and any issues arising on the project.

DESIGN CRITERIA

The design and plans shall conform to current (at the time of bidding) Federal, State of Oklahoma, City of Norman, and American Association of State Highway and Transportation Officials (AASHTO) polices and standards unless modified in writing at the direction of the OWNER. It is expected that this project will be bid and awarded by the City of Norman.

DELIVERABLES

The CONSULTANT shall provide monthly project status updates that include (but are not limited to) schedule updates, action items, and the anticipated submittal date for upcoming milestones. CONSULTANT shall make available all design calculations upon request. CONSULTANT shall complete thorough quality control reviews prior to the submittal of all deliverables.

1. Design Plans – 30/60/90 Milestone Schedule

a. Plan Requirements

Plan submissions will include an 11x17 (half size) PDF file and four (4) 11x17 (half size) hardcopy prints.

b. Preliminary (30%) Plans and Engineering Report

The 30% Preliminary Design Submittal will include, but is not limited to, the following:

- Title Sheet
- Typical Section
- Plan and Profile Sheets
- Drainage Area Map
- Bridge General Plan & Elevation
- Survey Data Sheets including Utility Data Sheets
- Cross Sections
- Preliminary Estimate of Earthwork
- Opinion of Probable Construction Cost
- Updated Design Schedule
- Bridge Hydraulic Report
 - Four (4) hard copies and one (1) PDF
- Engineering Report
 - Four (4) hard copies and one (1) PDF

The preliminary engineering report will summarize the project scope, approach and design considerations. Proposed solutions will be presented in the report along with estimates and a recommendation. The content of the deliverable will be coordinated with City staff.

c. 60% Plans

The 60% Preliminary Design Submittal will include, but is not limited to, the following:

- Title Sheet
- Typical Section
- Drainage Area Map
- Storm Water Management Plan
- Plan and Profile Sheets
- Bridge General Plan and Elevation
- Traffic Control/Sequencing Plans
- Estimate of Earthwork
- Survey Data Sheets including Utility Data Sheets
- Cross Sections
- Opinion of Probably Construction Cost
- Updated Design Schedule

d. Right-of-Way Documents

- Right-of-Way Plans with:

- Owner Name & Information
- Book and Page Information, if applicable
- Easements with Book and Page Information
- Parcel Numbers
- Dimensions
- Overall Parcel Map
- Legal Descriptions with:
 - Written Descriptions
 - Exhibits

e. Final (90% Plans)

- Title Sheet
- Typical Section
- Pay Item Lists and Notes
- Summary Sheets
- Drainage Area Map
- Storm Water Management Plan
- Erosion Control Sheets
- Plan and Profile Sheets
- Bridge General Plan and Elevation
- Signing and Striping Sheets
- Final Estimate of Earthwork
- Survey Data Sheets Including Utility Data Sheets
- Final Cross Sections
- Detail Sheets
- Environmental Mitigation Notes
- Sequence of Construction & Traffic Control Plans
- Opinion of Probably Construction Cost
- Updated Design Schedule

f. Plans, Specifications, and Estimate (PS&E Submittal)

- Title Sheet
- Typical Section
- Pay Item Lists and Notes
- Summary Sheets
- Drainage Area Map
- Storm Water Management Plan
- Erosion Control Sheets
- Plan and Profile Sheets
- Bridge General Plan and Elevation
- Signing and Striping Sheets
- Final Estimate of Earthwork
- Survey Data Sheets Including Utility Data Sheets
- Final Cross Sections
- Detail Sheets
- Environmental Mitigation Notes
- Sequence of Construction & Traffic Control Plans
- Final Opinion of Probably Construction Cost

- Bid Documents and/or Documentation as required by OWNER or bidding agency

ADDITIONAL SERVICES NOT INCLUDED

- Full time construction inspection or observation.
- Construction surveying or surveying as-built conditions.
- Property Acquisition
- Traffic Study
- Appraisals – Negotiations & Acquisitions
- GIS mapping services or assistance with these services
- Providing renderings, model or mock-ups
- Utility Relocation Design

**ATTACHMENT B
 PROJECT SCHEDULE**

Article 4 of the AGREEMENT is amended and supplemented to include the following agreement of the parties.

It is understood and agreed that the date of beginning, rate of progress, and the time of completion of SERVICES under this AGREEMENT are essential provisions of this AGREEMENT. It is further understood and agreed that the services under this AGREEMENT shall commence upon execution of the AGREEMENT between OWNER & CONSULTANT and after receipt of a written Notice to Proceed. The parties mutually agree that time is of the essence in the performance of this AGREEMENT in order for OWNER to have advantage of existing funding. CONSULTANT agrees to provide SERVICES for each phase of PROJECT as stated in **Attachment A – Scope of Services**, in accordance with the time frame as stated below:

TASK/MILESTONE	ANTICIPATED COMPLETION DATE
Notice to Proceed	April 10, 2024
Complete Survey	May 25, 2024 (45 days from NTP)
Submit 30% Plans	August 8, 2024 (120 days from NTP)
30% Plan Review Meeting	August 22, 2024 (14 days)
Submit 60% Plans	November 20, 2024 (90 days)
60% Plan Review Meeting	December 4, 2024 (14 days)
Submit 90% Plans	April 3, 2025 (120 days)
90% Plan Review Meeting	April 17, 2025 (14 days)
Submit Final Plans and Specifications	May 1, 2025 (14 days)

The parties further agree that CONSULTANT will meet this schedule using standards and procedures for their submissions consistent with those currently used by Engineers/Surveyors practicing in Oklahoma. This schedule excludes the governing agency review time (except as provided above) and any time lost while CONSULTANT is waiting for direction either by government agency or OWNER, and any excusable delays as described in Article 15 of the AGREEMENT.

Dates indicated are dependent upon timely review by OWNER and other factors beyond direct control of CONSULTANT.

**ATTACHMENT C
 COMPENSATION**

Article 5 of the AGREEMENT is amended and supplemented to include the following agreement of the parties.

The CONSULTANT agrees to perform the SERVICES identified in **Attachment A – Scope of Services**, in accordance with the limitations and conditions set forth in the AGREEMENT to pay an amount not to exceed \$188,750 unless changed or modified by a mutually executed contract amendment between the OWNER and the CONSULTANT.

The OWNER shall pay the CONSULTANT for completion of the SERVICES of each task identified in **Attachment A – Scope of Services**, in accordance with the amounts stated below:

DESIGN TASK	COMPENSATION
Task 1 – Roadway / Street	\$54,800
Task 2 – Traffic	\$3,000
Task 3 – Bridge / Structural	\$50,000
Task 4 – Survey	\$14,700
Task 5 – Geotechnical Testing	\$24,500
Task 6 – Environmental Clearance	\$20,000
Task 7 – Right-of-Way	\$11,750
Task 8 – Utilities	\$2,000
Task 9 – Construction	\$8,000
Task 10 – Additional Items (Not Included)	\$0
TOTAL COMPENSATION	\$188,750

ATTACHMENT D OWNER'S RESPONSIBILITIES

Article 6 of the AGREEMENT is amended and supplemented to include the following agreement of the parties.

I. OWNER RESPONSIBILITIES

1. Owner shall furnish to CONSULTANT all available information pertinent to PROJECT including previous reports, and any other data relative to design and construction of PROJECT.
2. OWNER shall be responsible for all permit fees.
3. OWNER shall examine all studies, reports, sketches, estimate specifications, plan drawings, proposals and any other documents presented by the CONSULTANT and render in writing decisions pertaining thereto within a reasonable time so as not to delay SERVICES of CONSULTANT.
4. OWNER shall designate in writing a person to act as its representative in respect to the work to be performed under this AGREEMENT, and such person shall have complete authority to transmit instructions, receive information, interpret and define OWNER's policies and decisions with respect to materials, equipment, elements, and systems pertinent to the services covered by this AGREEMENT.
5. OWNER shall furnish assistance in locating existing OWNER-owned underground utilities and expediting their relocation in preparation for construction.
6. OWNER shall provide for meeting facilities (or arrange for meeting facilities) for all PROJECT meetings with OWNER or Public Meetings in connection with PROJECT.

File Attachments for Item:

13. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2324-152: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND CEC CORPORATION, IN THE AMOUNT OF \$59,426 TO PROVIDE ENGINEERING DESIGN SERVICES FOR THE MAIN STREET BRIDGE OVER MERKLE CREEK BOND PROJECT AND BUDGET APPROPRIATION AS OUTLINED IN THE STAFF REPORT.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 4/9/2024

REQUESTER: Joseph Hill, Streets Program Manager

PRESENTER: Scott Sturtz, Interim Public Works Director

ITEM TITLE: CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2324-152: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND CEC CORPORATION, IN THE AMOUNT OF \$59,426 TO PROVIDE ENGINEERING DESIGN SERVICES FOR THE MAIN STREET BRIDGE OVER MERKLE CREEK BOND PROJECT AND BUDGET APPROPRIATION AS OUTLINED IN THE STAFF REPORT.

BACKGROUND:

On October 10, 2023, the citizens of Norman voted in favor of a \$50 million bridge replacement and rehabilitation bond issue. The projects listed in the bridge replacement program are intended to be completed with bond funds; however, federal funds will be pursued at every opportunity (please see the attached project list and map showing the project locations).

On October 11, 2023, City staff advertised Request for Proposal RFP 2324-29 to solicit Consulting Engineering Services for the bond projects still requiring design. The selection committee, consisting of three (3) City staff (Joseph Hill – Streets Program Manager, Jeff Fordice – Capital Projects Engineer, and Brandon Brooks – Capital Projects Engineer) and two (2) citizens, “shortlisted” eight (8) consultant teams for interviews held on January 18, 2024. Also present at the interviews were the acting City Engineer and the City Auditor. The five (5) consultant teams selected after interviews to complete the design on these projects are:

- Garver, Norman
- H.W. Lochner, Oklahoma City
- MKEC, Oklahoma City
- Aguirre & Fields, Oklahoma City
- CEC, Oklahoma City

These consultants are being assigned the various projects by City staff based on capacity, performance during the interview process, and capabilities of their firm to complete a specific project.

The proposed agenda item is to award the contract for design of the West Main Street bridge over Merkle Creek located 0.3 miles east of 24th Avenue.

DISCUSSION:

The West Main Street Bridge Rehabilitation, located 0.3 miles east of 24th Avenue is anticipated to include repairs to the box culvert, improvements to pedestrian facilities, scour repair, and new driving surface.

Once the design is completed, CEC will assist with the necessary environmental permitting. City staff anticipates a spring 2025 bid opening with construction estimated to take approximately 9 months to complete.

Aguirre & Fields' Scope of Services includes:

- Field Inspection and Assessment;
- Detailed Topographic Survey;
- Environmental Permitting;
- Design Plan submittals at 30%, 90%, and Final Plan stages;
- Bidding Assistance and Construction Management; and
- As-built Drawing Services

On April 10, 2024, the City will close on the sale of a \$16,000,000 general obligation bond (Series 2024A) with the proceeds being purposed for bridge repair and replacement. An appropriation of funds will be needed to pay for these design services in the amount of \$59,426.

If approved, CEC will begin work immediately on the critical path items.

RECOMMENDATION 1:

Staff recommends approval of Contract K-2324-152 between the City of Norman and CEC Corporation in the amount of \$59,426 for the design of the West Main Street Bridge over Merkle Creek Bond Project.

RECOMMENDATION 2:

Staff recommends appropriation of \$59,426 from the Capital Fund, General Obligation Bond Balance (Account 50-29000) to West Main Street Bridge Rehabilitation Bond Project, Design (Account 50595367-46201; Project BP0612).

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is entered into between The City of Norman (OWNER) and CEC Corporation (CONSULTANT) for the following reasons:

1. OWNER intends to rehabilitate the Main Street Bridge (NBI18911) over Merkle Creek (the Project); and,
2. OWNER requires certain professional survey, design, analysis and engineering services in connection with the Project (the SERVICES); and,
3. CONSULTANT is prepared to provide the SERVICES.

In consideration of the promises contained in this AGREEMENT, OWNER and CONSULTANT agree as follows:

ARTICLE 1 - EFFECTIVE DATE

The effective date of this AGREEMENT shall be ___ day of _____, 2024.

ARTICLE 2 - GOVERNING LAW; VENUE

This AGREEMENT shall be governed by the laws of the State of Oklahoma. The venue for any action under this AGREEMENT shall be in the District Court of Cleveland County, Oklahoma or the United States District Court for the Western District of Oklahoma. The parties agree to submit to the subject matter and personal jurisdiction of said court.

ARTICLE 3 - SCOPE OF SERVICES

CONSULTANT shall provide the SERVICES described in Attachment A, Scope of Services.

ARTICLE 4 - SCHEDULE

CONSULTANT shall exercise its reasonable efforts to perform the SERVICES described in Attachment A according to the Schedule set forth in Attachment B.

ARTICLE 5 - COMPENSATION

OWNER shall pay CONSULTANT in accordance with Attachment C, Compensation. Invoices shall be due and payable within thirty (30) days of receipt. OWNER shall give prompt written notice of any disputed amount and shall pay the remaining amount.

ARTICLE 6 - OWNER'S RESPONSIBILITIES

OWNER shall be responsible for all matters described in Attachment D, Owner's Responsibilities. OWNER hereby represents that it owns the intellectual property rights in any plans, documents or other materials provided by OWNER to CONSULTANT. If OWNER does not own the intellectual property rights in such plans, documents or other materials, prior to providing same to CONSULTANT, OWNER shall obtain a license or right to use, including the right to sublicense to CONSULTANT. OWNER hereby grants CONSULTANT the right to use the intellectual property associated with plans, documents or other materials it owns or has the right to use for the limited purpose of performing the SERVICES. OWNER represents that CONSULTANT'S use of such documents will not infringe upon any third parties' rights.

ARTICLE 7 - STANDARD OF CARE

The same degree of care, skill, and diligence shall be exercised in the performance of the SERVICES as is ordinarily possessed and exercised by a member of the same profession, currently practicing, under similar circumstances. No other warranty, express or implied, is included in this AGREEMENT or in any drawing, specification, report, opinion, or other instrument of service, in any form or media, produced in connection with the SERVICES.

ARTICLE 8 - INDEMNIFICATION AND LIABILITY

Indemnification. To the extent permitted by law, including the Constitution of the State of Oklahoma, the CONSULTANT and the OWNER each hereby agree to defend, indemnify, and hold harmless the other party, its officers, servants, and employees, from and against any and all liability, loss, damage, cost, and expense (including attorneys' fees and accountants' fees) caused by an error, omission, or negligent act of the indemnifying party in the performance of SERVICES under this AGREEMENT. The indemnity provided by the CONSULTANT in this regard shall extend in favor of the OWNER to any and all liability, loss, damage, cost, and expense (including attorneys' fees and accountants' fees) caused by an error, omission, or negligent act of any sub-consultant hired by CONSULTANT for the Project. The CONSULTANT and the OWNER each agree to promptly serve notice on the other party of any claims arising hereunder, and shall cooperate in the defense of any such claims. This indemnity is not limited except as provided by applicable Oklahoma law. The acceptance by OWNER or its representatives of any certification of insurance providing for coverage other than as required in this AGREEMENT to be furnished by the CONSULTANT shall in no event be deemed a waiver of any of the provisions of this indemnity provision. None of the foregoing provisions shall deprive the OWNER of any action, right, or remedy otherwise available to the OWNER at common law.

Survival. The terms and conditions of this Article shall survive completion of the SERVICES, or any termination of this AGREEMENT.

ARTICLE 9 - INSURANCE

During the performance of the SERVICES under this AGREEMENT, CONSULTANT shall maintain the following insurance:

- a) General Liability Insurance, with a limit of \$1,000,000 per occurrence and \$2,000,000 annual aggregate.
- b) Automobile Liability Insurance, with a combined single limit of \$1,000,000 for each person and \$1,000,000 for each accident.
- c) Workers' Compensation Insurance in accordance with statutory requirements and Employers' Liability Insurance, with a limit of \$500,000 for each occurrence.
- d) Professional Liability Insurance, with a limit of \$1,000,000 per claim and annual aggregate.

CONSULTANT shall, upon written request, furnish OWNER certificates of insurance which shall include a provision that such insurance shall not be canceled without at least thirty (30) days' written notice to OWNER. OWNER shall require all Project contractors to include OWNER, CONSULTANT, and its parent company, affiliated and subsidiary entities, directors, officers and employees, as additional insureds on their General and Automobile Liability insurance policies, and to indemnify both OWNER and CONSULTANT, each to the same extent.

ARTICLE 10 - LIMITATIONS OF RESPONSIBILITY

CONSULTANT shall not be responsible for (a) construction means, methods, techniques, sequences, procedures, or safety precautions and programs in connection with the PROJECT that are outside of CONSULTANT's reasonable control and/or Scope of Services set forth in Attachment A; (b) the failure of any contractor, subcontractor, vendor, or other Project participant, not under contract to, or otherwise under the control of the CONSULTANT, to fulfill contractual responsibilities to OWNER or to comply with federal, state, or local laws, regulations, and codes; or (c) procuring permits, certificates, and licenses required for any construction unless such procurement responsibilities are specifically assigned to CONSULTANT in Attachment A, Scope of Services. In the event the OWNER requests the CONSULTANT to execute any certificates or other documents, the proposed language of such certificates or documents shall be submitted to the CONSULTANT for review at least fifteen (15) days prior to the requested date of execution. The CONSULTANT shall not be required to execute any certificates or documents that in any way would, in CONSULTANT's sole judgment, (a) increase the CONSULTANT'S legal or contractual obligations or risks beyond the terms of this AGREEMENT; (b) require knowledge, services or responsibilities beyond the scope of this AGREEMENT; or (c) result in the CONSULTANT having to certify, guarantee or warrant the existence of conditions whose existence CONSULTANT cannot reasonably ascertain.

ARTICLE 11 - OPINIONS OF COST AND SCHEDULE

Because the CONSULTANT has no control over the cost of labor, materials, or equipment furnished by others, or over the resources provided by others to meet project schedules, the CONSULTANT's opinion of probable costs and of project schedules shall be made on the basis of experience and qualifications as a practitioner of its profession. The CONSULTANT does not guarantee that proposals, bids, or actual project costs will not vary from the CONSULTANT'S cost estimates or that actual schedules will not vary from the CONSULTANT'S projected schedules.

ARTICLE 12 - REUSE OF DOCUMENTS

All documents, including, but not limited to, plans, drawings, and specifications prepared by CONSULTANT as deliverables pursuant to the Attachment A, Scope of Services are instruments of service in respect to the PROJECT. They are not intended or represented to be suitable for reuse by OWNER or others on modifications or extensions of the PROJECT or on any other project. Any reuse without prior written verification or adaptation by THE CONSULTANT for the specific purpose intended will be at OWNER'S sole risk and without liability or legal exposure to CONSULTANT.

ARTICLE 13 - OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY

Except as otherwise provided herein, documents, drawings, and specifications prepared by CONSULTANT and furnished to OWNER as part of the SERVICES shall become the property of OWNER; provided, however, that CONSULTANT shall have the unrestricted right to their use. CONSULTANT shall retain its copyright and ownership rights in its design, drawing details, specifications, data bases, computer software, and other proprietary property. Intellectual property developed, utilized, or modified in the performance of the SERVICES shall remain the property of CONSULTANT.

ARTICLE 14 - TERMINATION AND SUSPENSION

This AGREEMENT may be terminated by either party upon written notice in the event of substantial failure by the other party to perform in accordance with the terms of this AGREEMENT; provided, however, the nonperforming party shall have fourteen (14)

calendar days from the receipt of the termination notice to cure or to submit a plan for cure acceptable to the other party. OWNER may terminate or suspend performance of this AGREEMENT for OWNER'S convenience upon written notice to CONSULTANT. CONSULTANT shall terminate or suspend performance of the SERVICES on a schedule acceptable to OWNER, and OWNER shall pay CONSULTANT for all the SERVICES performed. Upon restart of suspended SERVICES, an equitable adjustment shall be made to CONSULTANT'S compensation and the project schedule.

ARTICLE 15 - DELAY IN PERFORMANCE

Neither OWNER nor CONSULTANT shall be considered in default of this AGREEMENT for delays in performance caused by circumstances beyond the reasonable control of the nonperforming party. For purposes of this AGREEMENT, such circumstances include, but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; war, riots, and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage; judicial restraint; and delay in or inability to procure permits, licenses, or authorizations from any local, state, or federal agency for any of the supplies, materials, accesses, or services required to be provided by either OWNER or CONSULTANT under this AGREEMENT. CONSULTANT shall be granted a reasonable extension of time for any delay in its performance caused by any such circumstances. Should such circumstances occur, the nonperforming party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this AGREEMENT.

ARTICLE 16 - NOTICES

Any notice required by this AGREEMENT shall be made in writing to the address specified below:

OWNER:

Joseph Hill
Streets Program Manager
City of Norman
P.O. Box 370
Norman, OK 73070

CONSULTANT

CEC Corporation
Erica Jones, P.E.
Municipal Practice Leader
4555 W. Memorial Road
Oklahoma City, OK 73142

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

ARTICLE 17 - DISPUTES

In the event of a dispute between OWNER and CONSULTANT arising out of or related to this AGREEMENT, the aggrieved party shall notify the other party of the dispute within a reasonable time after such dispute arises. If the parties cannot thereafter resolve the dispute, each party shall nominate a senior officer of its management to meet to resolve the dispute by direct negotiation or mediation. Should such negotiation or mediation fail to

resolve the dispute, either party may pursue resolution of the dispute as allowed by applicable law and regulation. During the pendency of any dispute, the parties shall continue diligently to fulfill their respective obligations hereunder.

ARTICLE 18 - EQUAL EMPLOYMENT OPPORTUNITY

CONSULTANT hereby affirms its support of affirmative action and that it abides by the provisions of the "Equal Opportunity Clause" of Section 202 of Executive Order 11246 and other applicable laws and regulations, including the City of Norman's policies and provisions. The CONSULTANT affirms its policy to recruit and hire employees without regard to race, age, color, religion, sex, sexual preference/orientation, gender identity or expression, marital status or familial status, including marriage to a person of the same sex, citizen status, national origin or ancestry, place of birth, presence of a disability or status as a Veteran of the Vietnam era or any other legally protected status. It is CONSULTANT'S policy to treat employees equally with respect to compensation, advancement, promotions, transfers and all other terms and conditions of employment. The CONSULTANT further affirms completion of applicable governmental employer information reports including the EEO-1 and VETS-1 00 reports, and maintenance of a current Affirmative Action Plan as required by Federal regulations.

ARTICLE 19 - WAIVER

A waiver by either OWNER or CONSULTANT of any breach of this AGREEMENT shall be in writing. Such a waiver shall not affect the waiving party's rights with respect to any other or further breach.

ARTICLE 20 - SEVERABILITY

The invalidity, illegality, or unenforceability of any provision of this AGREEMENT or the occurrence of any event rendering any portion or provision of this AGREEMENT void shall in no way affect the validity or enforceability of any other portion or provision of this AGREEMENT. Any void provision shall be deemed severed from this AGREEMENT, and the balance of this AGREEMENT shall be construed and enforced as if it did not contain the particular portion or provision held to be void.

ARTICLE 21 - INTEGRATION

This AGREEMENT, including Attachments A, B, C, and D incorporated by this reference, represents the entire and integrated AGREEMENT between OWNER and CONSULTANT. It supersedes all prior and contemporaneous communications, representations, and agreements, whether oral or written, relating to the subject matter of this AGREEMENT.

ARTICLE 22 - SUCCESSORS AND ASSIGNS

OWNER and CONSULTANT each binds itself and its successors, executors, administrators, permitted assigns, legal representatives and, in the case of a partnership, its partners, to the other party to this AGREEMENT and to the successors, executors, administrators, permitted assigns, legal representatives, and partners of such other party in respect to all provisions of this AGREEMENT.

ARTICLE 23 - ASSIGNMENT

Neither OWNER nor CONSULTANT shall assign any rights or duties under this AGREEMENT without the prior written consent of the other party; provided, however, CONSULTANT may assign its rights to payment without OWNER'S consent. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this AGREEMENT. Nothing contained in

this Article shall prevent CONSULTANT from engaging independent CONSULTANTS, associates, and subcontractors to assist in the performance of the SERVICES.

ARTICLE 24 - NO THIRD PARTY RIGHTS

The SERVICES provided for in this AGREEMENT are for the sole use and benefit of OWNER and CONSULTANT. Nothing in this AGREEMENT shall be construed to give any rights or benefits to anyone other than OWNER and CONSULTANT.

IN WITNESS WHEREOF, OWNER and CONSULTANT have executed this AGREEMENT. The parties agree that they may conduct the transaction by electronic means and hereby state that electronic signature is valid and shall have the same force and effect as an original signature.

DATED this ____ day of _____, 2024.

The City of Norman
(OWNER)

CEC Corporation
(CONSULTANT)

Signature _____

Signature  _____
66759998217C40F

Name _____

Name Doug Glenn

Title _____

Title President

Date _____

Date 3/27/2024 | 3:17 PM CDT

Attest:

Attest:

City Clerk

Amber D. Steel
Asst. Corporate Secretary



Approved as to form and legality this 4 day of April 2024.

Christina Chikala
City Attorney

ATTACHMENT A SCOPE OF SERVICES

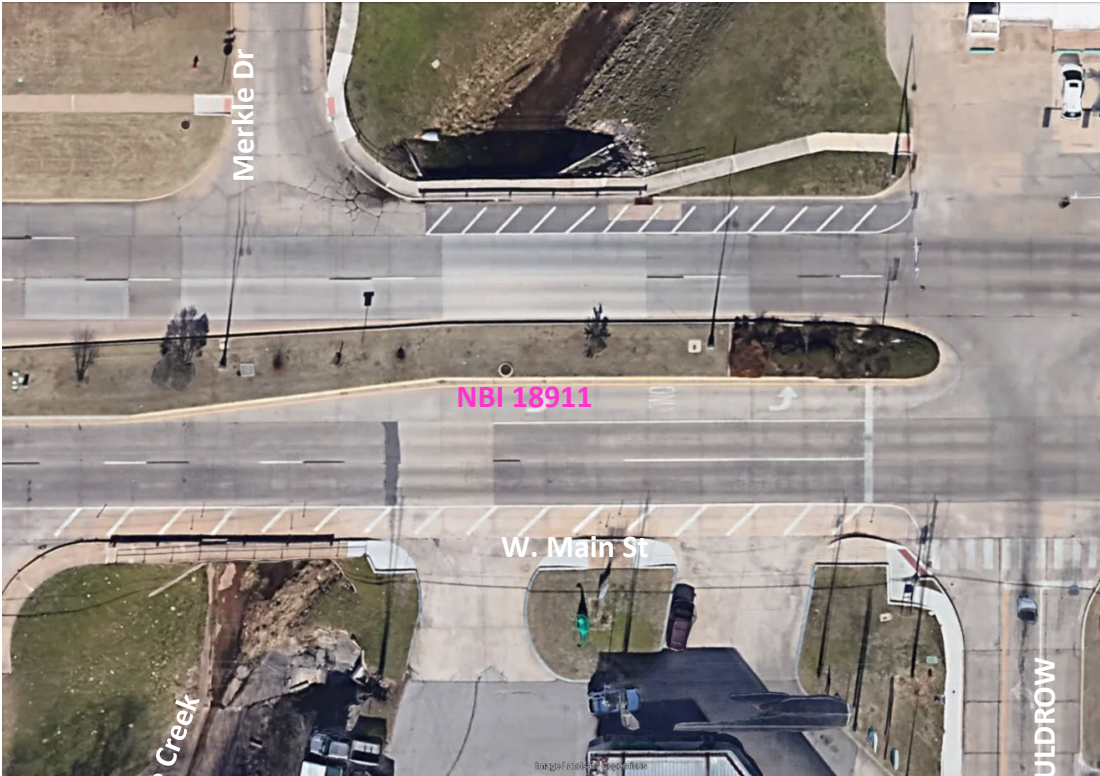
Article 3 of the AGREEMENT is amended and supplemented to include the following agreement of the parties. CONSULTANT shall, except as otherwise provided for herein, furnish all Engineering services, labor, equipment, and incidentals (SERVICES) as required for this AGREEMENT.

DESCRIPTION OF PROJECT

Following is a scope of services and fee proposal provided by CEC to the City of Norman for the rehabilitation of the Main Street Bridge over Merkle Creek.

The project intent is to rehabilitate and repair the existing reinforced concrete box (RCB) carrying Main Street over Merkle Creek (NBI No. 18911). The project is located 0.3 miles east of the 24th Avenue & Main Street intersection. The existing RCB is a triple cell box with dimensions of (3) 10 ft. x 9 ft. x 127 ft. and with a 45-degree skew. Scour mitigation measures will be included in the project as determined.

The existing concrete pavement, curb, sidewalk, and railings will be replaced within the project limits. The final project limits are to be determined but will be minimized on either side of the existing bridge and will stay out of any intersections. It is anticipated a project length of approximately 200 ft. in total length. All replacing of roadway items will be done in phases to accommodate traffic. New sidewalks will be ADA compliant and new concrete parapets will be crash worthy. Aerial of the project location is below:



PROJECT DESCRIPTION

Engineering services to be provided by the consultant include, roadway design, surface drainage design, bridge rehabilitation plan development, panel replacement plan, construction sequencing, survey, traffic control, and construction administration. Specific tasks for this project include:

- Conduct survey of project extents
- Conduct field investigation of existing structure
- Prepare and submit preliminary plans (30%) and cost estimate
- Prepare and submit final field review plans (90%) and cost estimate
- Finalize plans, quantities, and cost estimates
- Attend the pre-bid conference
- Provide construction administration services for reviewing contractor submittals and answering Requests for Information (RFI's)
- Provide As-Built drawings at the completion of construction
- Anticipated repairs to the existing bridge will include the following:
 - Repair concrete walls and slabs with pneumatically placed concrete, epoxy crack injection, and corrosion inhibitor.
 - Repair bridge construction joint in RCB as deemed necessary.
 - Fill voids created by scour adjacent to bridge with CLSM backfill. Apply scour mitigation measures (riprap, Class C concrete, etc.) as necessary.
 - Replace sidewalks, handrailing, and traffic railing with new sidewalk and crash-worthy concrete parapet mounted on top of sidewalk on each end of the RCB.
 - Clean out all debris in existing RCB cells.

SURVEY

CEC will collect topographic survey for the subject bridge and its immediate vicinity. Please see the attached survey proposal.

FINAL PLANS

This task includes the work required to prepare design plans for construction of the project described above. The scope includes the preparation and submittal of the final signed and sealed construction plans along with the Engineer's construction cost estimate. Plans will be prepared per City of Norman standards and specifications. ODOT pay items will be utilized. Detailed scope items are as follows:

- Submit 60% plans to the City of Norman for review prior to proceeding to 90% design plans.
- Anticipated plan sheets will include:
 - Title
 - Typical Sections
 - General Notes
 - Summary of Pay Quantities and Notes (Bridge and Roadway)

- General Plan and Elevation
- RCB Repair Details
- Scour Repair Details
- Sidewalk & Parapet Details
- Panel Replacement Plan
- Traffic Detour Plan

BIDDING SERVICES

This task includes the work required to perform the bidding services assistance of one construction contract. Detailed scope items are as follows:

- Preparation of Bidding Documents
- Attend and assist with one (1) bid opening meeting.
- Answer contractor questions and issue clarifications as needed.
- Review bids and provide recommendation of contractor.

CONSTRUCTION ADMINISTRATION

This task includes the work required to perform the construction administration of one construction contract. Detailed scope items are as follows:

- Attend a pre-construction meeting with the successful contractor.
- Conduct 3 construction progress meetings.
- Review contractor's submittals.
- Address RFI's, amendments, and change orders.
- Review and recommend approval for payment of contractor's claims.
- Attend final walk-through meeting with the contractor and City of Norman.

AS-BUILT DRAWINGS

This task includes the work required to obtain field changes to the plans and so that they are reflected in the As-Built plans.

ITEMS EXCLUDED FROM THE SCOPE OF WORK

- FEMA flood plain determination / flood plain management / elevation certificate(s)
- Construction staking
- Review meetings for preliminary (30%) and final field review (90%) submittals. It is anticipated that the City of Norman will provide comments on submittals, but meetings will not be necessary
- Geotechnical investigation and analysis
- Existing utility location and coordination
- Preliminary Report
- Public meeting(s)

The City of Norman reserves the right to include the above items as a supplement to this proposal and CEC shall be paid for additional services through a separate agreement.

ADDITIONAL SERVICES

If there should be a change in project scope that leads to additional work or additional services are requested by the City of Norman, we will negotiate a fee to provide the changes or additional services prior to commencing work. Requested stakeholder, design, or field review meetings in excess of the stipulated number in the scope of work will be considered Additional Services.

**ATTACHMENT B
 PROJECT SCHEDULE**

Article 4 of the AGREEMENT is amended and supplemented to include the following agreement of the parties.

It is understood and agreed that the date of beginning, rate of progress, and the time of completion of SERVICES under this AGREEMENT are essential provisions of this AGREEMENT. It is further understood and agreed that the services under this AGREEMENT shall commence upon execution of the AGREEMENT between OWNER & CONSULTANT and after receipt of a written Notice to Proceed. The parties mutually agree that time is of the essence in the performance of this AGREEMENT in order for OWNER to have advantage of existing funding. CONSULTANT agrees to provide SERVICES for each phase of PROJECT as stated in **Attachment A – Scope of Services**, in accordance with the time frame as stated below:

TASK/MILESTONE	ANTICIPATED COMPLETION DATE
Notice to Proceed	April 10, 2024
Survey Deliverables	30 days after NTP
60% Plan Submittal	90 days after NTP
90% Plan Submittal	135 days after NTP
Final PS&E	180 days after NTP

The parties further agree that CONSULTANT will meet this schedule using standards and procedures for their submissions consistent with those currently used by Engineers/Surveyors practicing in Oklahoma. This schedule excludes the governing agency review time (except as provided above) and any time lost while CONSULTANT is waiting for direction either by government agency or OWNER, and any excusable delays as described in Article 15 of the AGREEMENT.

Dates indicated are dependent upon timely review by OWNER and other factors beyond direct control of CONSULTANT.

**ATTACHMENT B
OWNER'S RESPONSIBILITIES**

Article 6 of the AGREEMENT is amended and supplemented to include the following agreement of the parties.

I. OWNER RESPONSIBILITIES

1. Owner shall furnish to CONSULTANT all available information pertinent to PROJECT including previous reports, and any other data relative to design and construction of PROJECT.
2. OWNER shall be responsible for all permit fees.
3. OWNER shall examine all studies, reports, sketches, estimate specifications, plan drawings, proposals and any other documents presented by the CONSULTANT and render in writing decisions pertaining thereto within a reasonable time so as not to delay SERVICES of CONSULTANT.
4. OWNER shall designate in writing a person to act as its representative in respect to the work to be performed under this AGREEMENT, and such person shall have complete authority to transmit instructions, receive information, interpret and define OWNER's policies and decisions with respect to materials, equipment, elements, and systems pertinent to the services covered by this AGREEMENT.
5. OWNER shall furnish assistance in locating existing OWNER-owned underground utilities and expediting their relocation in preparation for construction.
6. OWNER shall provide for meeting facilities (or arrange for meeting facilities) for all PROJECT meetings with OWNER or Public Meetings in connection with PROJECT.

File Attachments for Item:

14. CONSIDERATION OF ACCEPTANCE, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2324-153: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND H.W. LOCHNER INC, IN THE AMOUNT OF \$223,050 TO PROVIDE ENGINEERING DESIGN SERVICES FOR THE FRANKLIN ROAD BRIDGE OVER LITTLE RIVER BOND PROJECT AND BUDGET APPROPRIATION AS OUTLINED IN THE STAFF REPORT.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 4/9/2024

REQUESTER: Joseph Hill, Streets Program Manager

PRESENTER: Scott Sturtz, Interim Public Works Director

ITEM TITLE: CONSIDERATION OF ACCEPTANCE, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2324-153: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND H.W. LOCHNER INC, IN THE AMOUNT OF \$223,050 TO PROVIDE ENGINEERING DESIGN SERVICES FOR THE FRANKLIN ROAD BRIDGE OVER LITTLE RIVER BOND PROJECT AND BUDGET APPROPRIATION AS OUTLINED IN THE STAFF REPORT.

BACKGROUND:

On October 10, 2023, the citizens of Norman voted in favor of a \$50 million bridge replacement and rehabilitation bond issue. The projects listed in the bridge replacement program are intended to be completed with bond funds; however, federal funds will be pursued at every opportunity (Please see the attached project list and map showing the project locations).

On October 11, 2023, City staff advertised Request for Proposal RFP 2324-29 to solicit Consulting Engineering Services for the bond projects still requiring design. The selection committee consisting of three (3) City staff (Joseph Hill – Streets Program Manager, Jeff Fordice – Capital Projects Engineer, and Brandon Brooks – Capital Projects Engineer) and two (2) citizens (Mike Zorba and Tyler McManaman), “shortlisted” eight (8) consultant teams for interviews held on January 18, 2024. Also present at the interviews were the acting City Engineer and the City Auditor. The five (5) consultant teams selected after interviews to complete the design on these projects are:

- Garver, Norman;
- H.W. Lochner, Oklahoma City
- MKEC, Oklahoma City
- Aguirre & Fields, Oklahoma City
- CEC, Oklahoma City

These consultants are being assigned the various projects by City staff based on capacity, performance during the interview process, and capabilities of their firm to complete a specific project.

The proposed agenda item is to award the contract for design of the Franklin Road Bridge over Little River located 0.1 miles west of 36th Avenue Northeast.

DISCUSSION:

The Franklin Road Bridge Replacement, located 0.1 miles west of 36th Avenue Northeast, will also include roadway work necessary to tie the existing road into the new bridge approaches. The design of this project will occur in two main sections. The first will be a preliminary engineering study in which multiple replacement options will be evaluated and submitted. The reason for the preliminary engineering study is due to the fact that this section of Franklin Road runs parallel in the Little River Zone A floodplain. Careful consideration of all available and appropriate options will be necessary.

Once a replacement option is selected, H.W. Lochner, INC will complete the designs of the new structure and assist with the necessary environmental permitting. City staff anticipates a spring 2026 bid opening with construction estimated to take approximately 9 months to complete.

H.W. Lochner, INC Scope of Services includes:

- Preliminary Engineering Report;
- Detailed Topographic Survey;
- Hydraulic and Hydrologic Study;
- Geotechnical Evaluation;
- Environmental Permitting;
- Design Plan submittals at 30%, 60%, 90%, and Final Plan stages;
- Preparing Right-of-Way acquisition documents; and
- As-built Drawing Services

On April 10, 2024, the City will close on the sale of a \$16,000,000 general obligation bond (Series 2024A) with the proceeds being purposed for bridge repair and replacement. An appropriation of funds will be needed to pay for these design services in the amount of \$223,050.

If approved, H.W. Lochner, Incorporated will begin work immediately on the critical path items.

RECOMMENDATION 1:

Staff recommends approval of Contract K-2324-153 between the City of Norman and H.W. Lochner in the amount of \$223,500 for the design of the Franklin Road Bridge over Little River Bond Project.

RECOMMENDATION 2:

Staff recommends appropriation of \$223,050 from the Capital Fund General Obligation Bond Balance (Account 50-29000) to Franklin Road Bridge Replacement Bond Project, Design (Account 50595367-46201; Project BP0613).

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is entered into between The City of Norman (OWNER) and H.W. Lochner, INC. (CONSULTANT) for the following reasons:

1. OWNER intends to construct a new bridge and roadway approach for Franklin Road over Little River located 0.1 miles West of 36th Avenue Northeast (the Project); and,
2. OWNER requires certain professional survey, design, analysis and engineering services in connection with the Project (the SERVICES); and,
3. CONSULTANT is prepared to provide the SERVICES.

In consideration of the promises contained in this AGREEMENT, OWNER and CONSULTANT agree as follows:

ARTICLE 1 - EFFECTIVE DATE

The effective date of this AGREEMENT shall be 25th day of March, 2024.

ARTICLE 2 - GOVERNING LAW; VENUE

This AGREEMENT shall be governed by the laws of the State of Oklahoma. The venue for any action under this AGREEMENT shall be in the District Court of Cleveland County, Oklahoma or the United States District Court for the Western District of Oklahoma. The parties agree to submit to the subject matter and personal jurisdiction of said court.

ARTICLE 3 - SCOPE OF SERVICES

CONSULTANT shall provide the SERVICES described in Attachment A, Scope of Services.

ARTICLE 4 - SCHEDULE

CONSULTANT shall exercise its reasonable efforts to perform the SERVICES described in Attachment A according to the Schedule set forth in Attachment B.

ARTICLE 5 - COMPENSATION

OWNER shall pay CONSULTANT in accordance with Attachment C, Compensation. Invoices shall be due and payable within thirty (30) days of receipt. OWNER shall give prompt written notice of any disputed amount and shall pay the remaining amount.

ARTICLE 6 - OWNER'S RESPONSIBILITIES

OWNER shall be responsible for all matters described in Attachment D, Owner's Responsibilities. OWNER hereby represents that it owns the intellectual property rights in any plans, documents or other materials provided by OWNER to CONSULTANT. If OWNER does not own the intellectual property rights in such plans, documents or other materials, prior to providing same to CONSULTANT, OWNER shall obtain a license or right to use, including the right to sublicense to CONSULTANT. OWNER hereby grants CONSULTANT the right to use the intellectual property associated with plans, documents or other materials it owns or has the right to use for the limited purpose of performing the SERVICES. OWNER represents that CONSULTANT'S use of such documents will not infringe upon any third parties' rights.

ARTICLE 7 - STANDARD OF CARE

The same degree of care, skill, and diligence shall be exercised in the performance of the SERVICES as is ordinarily possessed and exercised by a member of the same profession, currently practicing, under similar circumstances. No other warranty, express or implied, is included in this AGREEMENT or in any drawing, specification, report, opinion, or other instrument of service, in any form or media, produced in connection with the SERVICES.

ARTICLE 8 - INDEMNIFICATION AND LIABILITY

Indemnification. To the extent permitted by law, including the Constitution of the State of Oklahoma, the CONSULTANT and the OWNER each hereby agree to defend, indemnify, and hold harmless the other party, its officers, servants, and employees, from and against any and all liability, loss, damage, cost, and expense (including attorneys' fees and accountants' fees) caused by an error, omission, or negligent act of the indemnifying party in the performance of SERVICES under this AGREEMENT. The indemnity provided by the CONSULTANT in this regard shall extend in favor of the OWNER to any and all liability, loss, damage, cost, and expense (including attorneys' fees and accountants' fees) caused by an error, omission, or negligent act of any sub-consultant hired by CONSULTANT for the Project. The CONSULTANT and the OWNER each agree to promptly serve notice on the other party of any claims arising hereunder, and shall cooperate in the defense of any such claims. This indemnity is not limited except as provided by applicable Oklahoma law. The acceptance by OWNER or its representatives of any certification of insurance providing for coverage other than as required in this AGREEMENT to be furnished by the CONSULTANT shall in no event be deemed a waiver of any of the provisions of this indemnity provision. None of the foregoing provisions shall deprive the OWNER of any action, right, or remedy otherwise available to the OWNER at common law.

Survival. The terms and conditions of this Article shall survive completion of the SERVICES, or any termination of this AGREEMENT.

ARTICLE 9 - INSURANCE

During the performance of the SERVICES under this AGREEMENT, CONSULTANT shall maintain the following insurance:

- a) General Liability Insurance, with a limit of \$1,000,000 per occurrence and \$2,000,000 annual aggregate.
- b) Automobile Liability Insurance, with a combined single limit of \$1,000,000 for each person and \$1,000,000 for each accident.
- c) Workers' Compensation Insurance in accordance with statutory requirements and Employers' Liability Insurance, with a limit of \$500,000 for each occurrence.
- d) Professional Liability Insurance, with a limit of \$1,000,000 per claim and annual aggregate.

CONSULTANT shall, upon written request, furnish OWNER certificates of insurance which shall include a provision that such insurance shall not be canceled without at least thirty (30) days' written notice to OWNER. OWNER shall require all Project contractors to include OWNER, CONSULTANT, and its parent company, affiliated and subsidiary entities, directors, officers and employees, as additional insureds on their General and Automobile Liability insurance policies, and to indemnify both OWNER and CONSULTANT, each to the same extent.

ARTICLE 10 - LIMITATIONS OF RESPONSIBILITY

CONSULTANT shall not be responsible for (a) construction means, methods, techniques, sequences, procedures, or safety precautions and programs in connection with the PROJECT that are outside of CONSULTANT's reasonable control and/or Scope of Services set forth in Attachment A; (b) the failure of any contractor, subcontractor, vendor, or other Project participant, not under contract to, or otherwise under the control of the CONSULTANT, to fulfill contractual responsibilities to OWNER or to comply with federal, state, or local laws, regulations, and codes; or (c) procuring permits, certificates, and licenses required for any construction unless such procurement responsibilities are specifically assigned to CONSULTANT in Attachment A, Scope of Services. In the event the OWNER requests the CONSULTANT to execute any certificates or other documents, the proposed language of such certificates or documents shall be submitted to the CONSULTANT for review at least fifteen (15) days prior to the requested date of execution. The CONSULTANT shall not be required to execute any certificates or documents that in any way would, in CONSULTANT's sole judgment, (a) increase the CONSULTANT'S legal or contractual obligations or risks beyond the terms of this AGREEMENT; (b) require knowledge, services or responsibilities beyond the scope of this AGREEMENT; or (c) result in the CONSULTANT having to certify, guarantee or warrant the existence of conditions whose existence CONSULTANT cannot reasonably ascertain.

ARTICLE 11 - OPINIONS OF COST AND SCHEDULE

Because the CONSULTANT has no control over the cost of labor, materials, or equipment furnished by others, or over the resources provided by others to meet project schedules, the CONSULTANT's opinion of probable costs and of project schedules shall be made on the basis of experience and qualifications as a practitioner of its profession. The CONSULTANT does not guarantee that proposals, bids, or actual project costs will not vary from the CONSULTANT'S cost estimates or that actual schedules will not vary from the CONSULTANT'S projected schedules.

ARTICLE 12 - REUSE OF DOCUMENTS

All documents, including, but not limited to, plans, drawings, and specifications prepared by CONSULTANT as deliverables pursuant to the Attachment A, Scope of Services are instruments of service in respect to the PROJECT. They are not intended or represented to be suitable for reuse by OWNER or others on modifications or extensions of the PROJECT or on any other project. Any reuse without prior written verification or adaptation by THE CONSULTANT for the specific purpose intended will be at OWNER'S sole risk and without liability or legal exposure to CONSULTANT.

ARTICLE 13 - OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY

Except as otherwise provided herein, documents, drawings, and specifications prepared by CONSULTANT and furnished to OWNER as part of the SERVICES shall become the property of OWNER; provided, however, that CONSULTANT shall have the unrestricted right to their use. CONSULTANT shall retain its copyright and ownership rights in its design, drawing details, specifications, data bases, computer software, and other proprietary property. Intellectual property developed, utilized, or modified in the performance of the SERVICES shall remain the property of CONSULTANT.

ARTICLE 14 - TERMINATION AND SUSPENSION

This AGREEMENT may be terminated by either party upon written notice in the event of substantial failure by the other party to perform in accordance with the terms of this AGREEMENT; provided, however, the nonperforming party shall have fourteen (14) calendar days from the receipt of the termination notice to cure or to submit a plan for cure acceptable to the other party. OWNER may terminate or suspend performance of this AGREEMENT for OWNER'S convenience upon written notice to CONSULTANT. CONSULTANT shall terminate or suspend performance of the

SERVICES on a schedule acceptable to OWNER, and OWNER shall pay CONSULTANT for all the SERVICES performed. Upon restart of suspended SERVICES, an equitable adjustment shall be made to CONSULTANT'S compensation and the project schedule.

ARTICLE 15 - DELAY IN PERFORMANCE

Neither OWNER nor CONSULTANT shall be considered in default of this AGREEMENT for delays in performance caused by circumstances beyond the reasonable control of the nonperforming party. For purposes of this AGREEMENT, such circumstances include, but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; war, riots, and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage; judicial restraint; and delay in or inability to procure permits, licenses, or authorizations from any local, state, or federal agency for any of the supplies, materials, accesses, or services required to be provided by either OWNER or CONSULTANT under this AGREEMENT. CONSULTANT shall be granted a reasonable extension of time for any delay in its performance caused by any such circumstances. Should such circumstances occur, the nonperforming party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this AGREEMENT.

ARTICLE 16 - NOTICES

Any notice required by this AGREEMENT shall be made in writing to the address specified below:

OWNER:

Joseph Hill
Streets Program Manager
City of Norman
P.O. Box 370
Norman, OK 73070

CONSULTANT

H.W. Lochner, INC
Evan Ludwig
Vice President
6301 Waterford Blvd, Suite 310
Oklahoma City, OK 73118

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

ARTICLE 17 - DISPUTES

In the event of a dispute between OWNER and CONSULTANT arising out of or related to this AGREEMENT, the aggrieved party shall notify the other party of the dispute within a reasonable time after such dispute arises. If the parties cannot thereafter resolve the dispute, each party shall nominate a senior officer of its management to meet to resolve the dispute by direct negotiation or mediation. Should such negotiation or mediation fail to resolve the dispute, either party may pursue resolution of the dispute as allowed by applicable law and regulation. During the pendency of any dispute, the parties shall continue diligently to fulfill their respective obligations hereunder.

ARTICLE 18 - EQUAL EMPLOYMENT OPPORTUNITY

CONSULTANT hereby affirms its support of affirmative action and that it abides by the provisions of the "Equal Opportunity Clause" of Section 202 of Executive Order 11246 and other applicable

laws and regulations, including the City of Norman's policies and provisions. The CONSULTANT affirms its policy to recruit and hire employees without regard to race, age, color, religion, sex, sexual preference/orientation, gender identity or expression, marital status or familial status, including marriage to a person of the same sex, citizen status, national origin or ancestry, place of birth, presence of a disability or status as a Veteran of the Vietnam era or any other legally protected status. It is CONSULTANT'S policy to treat employees equally with respect to compensation, advancement, promotions, transfers and all other terms and conditions of employment. The CONSULTANT further affirms completion of applicable governmental employer information reports including the EEO-1 and VETS-1 00 reports, and maintenance of a current Affirmative Action Plan as required by Federal regulations.

ARTICLE 19 - WAIVER

A waiver by either OWNER or CONSULTANT of any breach of this AGREEMENT shall be in writing. Such a waiver shall not affect the waiving party's rights with respect to any other or further breach.

ARTICLE 20 - SEVERABILITY

The invalidity, illegality, or unenforceability of any provision of this AGREEMENT or the occurrence of any event rendering any portion or provision of this AGREEMENT void shall in no way affect the validity or enforceability of any other portion or provision of this AGREEMENT. Any void provision shall be deemed severed from this AGREEMENT, and the balance of this AGREEMENT shall be construed and enforced as if it did not contain the particular portion or provision held to be void.

ARTICLE 21 - INTEGRATION

This AGREEMENT, including Attachments A, B, C, and D incorporated by this reference, represents the entire and integrated AGREEMENT between OWNER and CONSULTANT. It supersedes all prior and contemporaneous communications, representations, and agreements, whether oral or written, relating to the subject matter of this AGREEMENT.

ARTICLE 22 - SUCCESSORS AND ASSIGNS

OWNER and CONSULTANT each binds itself and its successors, executors, administrators, permitted assigns, legal representatives and, in the case of a partnership, its partners, to the other party to this AGREEMENT and to the successors, executors, administrators, permitted assigns, legal representatives, and partners of such other party in respect to all provisions of this AGREEMENT.

ARTICLE 23 - ASSIGNMENT

Neither OWNER nor CONSULTANT shall assign any rights or duties under this AGREEMENT without the prior written consent of the other party; provided, however, CONSULTANT may assign its rights to payment without OWNER'S consent. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this AGREEMENT. Nothing contained in this Article shall prevent CONSULTANT from engaging independent CONSULTANTS, associates, and subcontractors to assist in the performance of the SERVICES.

ARTICLE 24 - NO THIRD PARTY RIGHTS

The SERVICES provided for in this AGREEMENT are for the sole use and benefit of OWNER and CONSULTANT. Nothing in this AGREEMENT shall be construed to give any rights or benefits to anyone other than OWNER and CONSULTANT.

IN WITNESS WHEREOF, OWNER and CONSULTANT have executed this AGREEMENT. The parties agree that they may conduct the transaction by electronic means and hereby state that electronic signature is valid and shall have the same force and effect as an original signature.

DATED this 25th day of March, 2024.

The City of Norman
(OWNER)

H.W. Lochner, INC
(CONSULTANT)

Signature _____

Signature Evan Ludwig

Name _____

Name Evan Ludwig

Title _____

Title Vice President

Date _____

Date 3-25-2024

Attest:

Attest:

City Clerk

Julie Traylor
Secretary



Approved as to form and legality this 4 day of April 2024.

Christina Luchala
City Attorney

ATTACHMENT A SCOPE OF SERVICES

H.W. LOCHNER, INC. FRANKLIN ROAD OVER LITTLE RIVER (NBI 09991) March 1, 2024

Project Scope

The project intent is to replace the bridge over Little River. A Preliminary Engineering Study will be developed to provide a recommended alternate that includes impacts respective of the bridge, roadway, right-of-way and environment.

1. PRELIMINARY ENGINEERING REPORT

The planned improvements to Franklin Road include replacing the existing bridge over Little River. Franklin Road is considered a rural collector within the City of Norman's Comprehensive Transportation Plan. The proposed improvements are for a 26-foot clear roadway with six-foot paved shoulders. During the study, any criteria, reviews and decisions shall be based on improvements that accommodate constraints with the Little River and landowner on the south side. It is anticipated that there will be three alternatives for the bridge replacement.

Conceptual layouts of the proposed configuration will be prepared to a level that allows adequate information to evaluate the project impacts. The conceptual plans will include, but not be limited to the following information:

- Bridge type, length and width
- Roadway grades
- Construction limits
- Potential utility relocations
- Existing and proposed right-of-way limits
- Environmentally sensitive elements in the project area

The design survey will be used to identify construction, environmental, right-of-way and utility impacts. An impact matrix will be developed to document the evaluated alternatives and respective costs for construction, environmental, right-of-way and utilities.

2. ROADWAY DESIGN

The road will be closed during construction. Roadway designs will be prepared in accordance with current City of Norman design standards, ODOT design standards, AASHTO "A Policy on Geometric Design of Highways and Streets", 7th Edition, and AASHTO Roadside Design Guide, 4th Edition.

Design for all permanent or temporary traffic control will be prepared in accordance with current ODOT and AASHTO Manual on Uniform Traffic Control Devices design standards.

Deliverables will include construction bid documents. Deliverables will be in PDF format and electronic which will include any DWG and picture files. Ownership will be with the City.

3. BRIDGE DESIGN

The bridge over Little River will be replaced and consist of two lanes. It is anticipated multiple span arrangements will be included as part of the Preliminary Engineering Report.

- Bridge A; Bridge Replacement (NBI 09991)
 - Existing 60' Steel I-Beam Span
 - Proposed Bridge To Be Determined by Hydraulics

The anticipated plan sheets for the Bridge is:

1. General Plan & Elevation

All design will be prepared in U.S. customary units and in accordance with the Oklahoma Department of Transportation (ODOT) Standard Specifications for Highway Construction, 2019.

The actual scope of work and fee will be defined as a contract modification and the Notice to Proceed will be issued at a later date after completion of the Preliminary Engineering Report.

4. UTILITY COORDINATION

The consulting engineer will show all existing utility information provided by the survey on the roadway and bridge plans. The consulting engineer will give an appropriate amount of effort to produce a final design minimizing impacts to the utilities. Utility relocation plans will be the responsibility of the City. The consulting engineer will notify all known utility companies with facilities affected by the proposed project and coordinate necessary utility and facility relocations or modifications.

5. BRIDGE HYDRAULICS

Refer to the attached exhibit from LMRK Engineering.

6. GEOTECHNICAL

Refer to the attached exhibit from Red Rock Consulting.

7. SURVEY

Refer to the attached exhibit from Frontier Land Surveying.

8. ENVIRONMENTAL

Refer to the attached exhibit from CCE.

9. ADDITIONAL ITEMS

Right-Of-Way

Right-of-way plans, title/abstract certifications and right-of-way acquisition will be by supplement. The consulting engineer will provide roadway plans with required right-of-way shown with stations and offset distances in addition to exhibits with legal descriptions. An appropriate amount of effort will be made to minimize right-of-way impacts.

Bidding / Construction

The consulting engineer will be available to answer questions and assist City staff during the bidding and construction phases. This scope of services does not include Construction Management or Inspection.

Services Not Included in Scope of Work

- Right-of-Way plans
- Utility relocation plans
- Traffic studies
- Public and Stakeholder meetings
- Construction management
- Construction inspection
- Construction staking

Meetings

Additional meetings included in the Scope of Services:

- Attend two (2) in-person preliminary review meetings with the City of Norman.

Deliverables

Deliverables will include construction bid documents. Deliverables will be in PDF format and electronic which will include any DWG and picture files. Ownership will be with the City.

Compensation

Compensation for the project shall be as outlined in the contract. Invoicing and payments shall be in accordance with progressive completion payments as outlined in the contract.

The format for the compensation shall be:

Preliminary Engineering Report	Lump Sum
Roadway	Lump Sum
Bridge A	By Supplement
Bridge Geotechnical	By Supplement
Bridge Hydraulics	Lump Sum
In-Place Soil Survey	Unit Rate
Design Survey	Lump Sum
Right-of-Way Staking	Unit Rate
ROW / Easement Exhibit Survey Services	Unit Rate
Environmental	Lump Sum
Utility Coordination	Lump Sum
As-Built Drawing Services	Lump Sum

The proposed fee schedule for these services is as follows:

Preliminary Engineering Report	\$22,600.00
Roadway	\$70,600.00
Bridge Hydraulics	\$45,000.00
In-Place Soil Survey	\$9,300.00
Design Survey	\$29,000.00
Right-of-Way Staking	\$3,250.00
ROW / Easement Exhibit Survey Services	\$4,800.00
Environmental	\$30,000.00
Utility Coordination	\$5,000.00
As-Built Drawing Services	\$3,500.00
Total Fee	\$223,050.00

Project Schedule

It is the intent of this Contract that the consulting engineer shall complete the plans in accordance with the following schedule items:

Notice To Proceed.....	April 2024
Submit Preliminary Engineering Report	September 2024
Submit Plans for 60% Right-of-Way / Utility Meeting.....	January 2025
Submit Construction Plans for R/W	March 2025
Submit Plans for Final Plan Field Review Meeting	January 2026
Submit Plans for PS&E Package	March 2026

Scope of Work for Franklin Road Bridge Replacement (NBI# 09991) Hydraulic Modeling, Analysis, and Design

This proposal is prepared to include efforts associated with hydrological and hydraulic studies for the replacing a bridge over Little River located on Franklin Road approximately 0.1 miles west of 36th Avenue NE in Norman, Oklahoma. The proposed Limits of study is shown in figure 1 of this document. LMRK Engineering (LMRK) will perform a Hydrological and Hydraulic (H&H) study to analyze the performance of the existing bridge and provide hydraulic design and bridge size for the proposed structure. The study will include channel stability analysis to show the impact of the proposed structure on the stability of downstream and upstream reaches of Little River. The following scope is required to achieve the goals of this project.

Figure. 1 Proposed Study Limits



TASK 1. Data Gathering and Field Investigation

LMRK will gather all hydrological and hydraulic data needed to perform the proposed studies for this project. The data includes hydrological data from NRCS, USGS, and NOAA as well as evaluation of the topographic data. The Field Investigation will include a complete assessment of the river reaches on the upstream and downstream of the bridge to collect information of sediment sizes, existing reach stability and other information on channel shape, pattern, and profile needed for sediment transport calculations.

LMRK will require the right of entry for the required data gathering within the channel and assumes that this will be requested from the landowner at the time of this request for the Environmental and Topographic Survey effort associated with this project.

TASK 2. H&H Modeling and Bridge Sizing

LMRK will perform a Hydrological and Hydraulic (H&H) study for natural, existing, and proposed conditions. The study will include multiple flood events (2-year, 5-year, 10-year, 25-year, 50-year, 100-year, and 500-year flood events) to ensure all regulatory requirements for the design of the new bridge are met. The hydraulic study results will provide channel velocities and depth of scour for bridge piers needed for the structural design of the new structure.

The hydraulic model will include bridges on Franklin Road and 36th Avenue NE to evaluate channel performance within that reach however, a proposed bridge size will only be provided for the Franklin Road bridge.

TASK 3. Sediment Transport and Channel Stability Study

LMRK will perform a study to determine the sediment transport rate based on the existing condition channel shape, pattern, and profile. The impact of proposed bridge on the sediment transport rates and the stability of river reaches downstream and upstream will be investigated and, if needed, options will be presented to the design team for needed features for regulating the sediment transport rates and preservation of channel stability.

Sediment transport study will be extended to 0.5 river mile upstream and 0.5 river mile downstream of the Franklin Road Bridge location to provide adequate range for the study.

TASK 4. Report Preparation

LMRK will prepare and submit a hydraulic that will include a description of the performed studies and summary of results in tabular format. The report will describe the calculation and methodology used in the development of the models and will provide recommendations for the proposed bridge size and any channel stability features needed as a part of this project.

Anticipated Schedule

LMRK will complete the tasks associated with this contract within sixty (60) days after the issuance of the notice to proceed (NTP) under condition that an acceptable topographic survey data is provided for the development of the models at the time that NTP is issued.

FEE and EXPENSES.

LMRK shall be compensated on Lump Sum basis for Tasks 1 Through Task 4 effort associated with this scope. Invoices will be submitted on Monthly basis based on the completed tasks.

Cost Breakdown

TASK 1. Data Gathering and Field Investigation	\$10,000.00
TASK 2. H&H Modeling and Channel Analysis	\$15,000.00
TASK 3. Sediment Transport and Channel Stability Study	\$15,000.00
TASK 4. Report Preparation	\$ 5,000.00
Total amount	\$45,000.00

**Scope of Work
2/1/2024**

Project: Franklin Road – Lochner
 Description: Approach Pavement to the Little River Bridge
 Location: Norman, Oklahoma

IN PLACE SOILS SURVEY

Red Rock Consulting, LLC will perform the geotechnical investigation for the full depth reconstruction of the existing pavement of Franklin Road associated with the construction of the new bridge over the Little River in Norman, Oklahoma. The pavement reconstruction will consist of the bridge pavement extending approximately 800 feet beyond each ends of the bridge. The investigation will be performed in general accordance with the Oklahoma Department of Transportation (ODOT) Specifications for Roadway Design's In-Place Soils Survey.

For this project, 2 borings will be drilled with one beyond each end of the bridge. The borings will extend 36 inches beneath the existing pavement and will consist of grab samples at depths of material changes, as per ODOT Specifications.

In the laboratory, testing will include water content, Atterberg limits and full sieve analysis, which will be performed on all recovered samples. All laboratory testing will be performed to ODOT specifications. Soil samples will be classified in accordance with the AASHTO and Unified Soil Classification Systems. In addition, 1 Standard Proctor and 2 Resilient Modulus tests will be performed on 1 composite bulk sample.

Traffic control services are anticipated for this project.

Pavement subgrade and section recommendations for the full-depth reconstruction will be included in the report. The traffic information will be provided to us to be used for determining the pavement section.

Franklin Road	Estimated Total Quantity	Unit Rate	Unit	Estimated Total Fee
Mobilization of Coring Equipment	80	\$4.01	per mile	\$320.80
Concrete Coring	2	\$96.56	per core	\$193.12
In-Place Sampling	6	\$31.75	per foot	\$190.50
Field Engineer Logging	5	\$136.06	per hour	\$680.30
Soil Class (Grad. & PI)	5	\$123.25	per test	\$616.25
Moisture Content	4	\$8.91	per test	\$35.64
Standard Proctor	1	\$140.63	per test	\$140.63
Resilient Modulus	2	\$517.50	per test	\$1,035.00
Traffic Control	5	\$225.00	per hour	\$1,125.00
Pavement Design	15	\$240.00	per hour	\$3,600.00
Report Preparation	10	\$136.06	per hour	\$1,360.60
IN PLACE SOILS SURVEY TOTAL				\$9,297.84

01/29/2024



**Survey Proposal
For
Lochner**

**Franklin Road Bridge & 36th Ave NE Bridge
Over Little River in Norman, OK
Survey Services Proposal**

**For:
Lochner
ATTN: Evan Ludwig
6301 Waterford Blvd #310
Oklahoma City, OK 73118**

14901 N. Lincoln Boulevard • Edmond, OK • 73013 • (405) 285-0433

Pursuant to your request, Frontier Land Surveying (Frontier) is pleased to present our proposal for surveying services for Franklin Road Bridge and 36th Ave NE Bridge over the Little River in Norman, Cleveland County, OK. This proposal describes our understanding of the scope of work and services your project requires.

Limits of Survey

See attached aerial. Topographic limits in Red.

GENERAL DESCRIPTION OF DESIGN SURVEY SERVICES

Topographic Survey Services

Topographic survey of the shown limits to collect utilities, planimetrics and terrain features. Frontier will be responsible for taking all data types and creating one design ready basemap for delivery. Following is a list of deliverables for the topographic survey:

- Set a minimum of 2 control points/benchmarks for vertical and horizontal purposes derived from GPS static observation, OPUS solution, VRS Network, or existing control if provided.
- Topographical survey will include all the following existing surface features: roads, curbs, drives, sidewalks, buildings, finished floor at thresholds, signs, fences, walls, tree lines, flowerbeds, all visible drainage structures and flow lines, and visible or marked utilities.
- Tree cover will be annotated by coverage being dense or sparse within those areas. Individual trees will not be located unless requested and will be for an additional fee.
- All utility companies servicing the project area will be contacted thru "CALL OKIE- 811" 14 days prior to field survey. NOTE: Lacking excavation, the exact location of underground features cannot be accurately, completely, and reliably depicted. In addition, 811 utility locate requests from surveyors are often ignored or result in an incomplete response, in which case will be noted in the drawing.
 - All utility information field collected will be placed in the CAD drawing. Frontier is NOT responsible for unmarked or mismarked utilities
- Storm sewer manholes, sanitary sewer manholes, water valve rims and inverts will be measured for depth (to the connection outside of survey limits).
- Cross-sections at interval grid to produce contours at 1.0' minimum density.
- Flowline profile shot every 25'
- Following is a list of deliverables for the design topographic services:
 - CAD drawing including:
 - Control
 - Topographic features
 - Utilities (If marked by OKIE 811)
 - Surface model
 - Right of way depiction

DESIGN SURVEY SERVICES FEE (Lump Sum) \$29,000

RIGHT-OF-WAY STAKING (if needed)

- Staking shall be completed for right-of-way acquisition and utility relocations. All staking shall be done in accordance with ODOT Right-of-Way and Utilities Division's Policies and Procedures.

RIGHT-OF-WAY STAKING (Less than 5,000')	\$3,250 (Per request/mobilization)
RIGHT-OF-WAY STAKING (Greater than 5,000' = \$0.65/foot)	(Total project length ~4,380')

RIGHT-OF-WAY/EASEMENT PREPARATION SURVEY SERVICES (if needed)

- CAD/office production of proposed right-of-way takes upon determination.
- PLS review of easements.
- Deliverables
 - Exhibits/legal descriptions for easements across private ownerships

RIGHT-OF-WAY/EASEMENT Exhibits = \$600 PER Exhibit (Potentially 8 parcels in project AOI) \$4,800

Items not included in this proposal but available upon request.

- ALTA/NSPS survey services (unless a TITLE COMMITMENT is provided)
- Private parcel Boundary survey services
- SUE private utility locates
- Elevation Certificate
- FEMA Flood Plain Determination
- Construction staking services
- Staking/pinning services for proposed roadway/blocks

NOTES

- Project Schedule
 - Following “Notice to Proceed”, it is expected that Frontier can begin work on the project or will communicate a reasonable schedule of work
- Frontier will NOT be responsible for filing any needed documents with the appropriate governing bodies OR any fees resulting from the filing.
- Frontier makes no guarantee as to the entirety of title documents when asked to perform title research on private or commercial land without the benefit of a title commitment.
- Changes in scope


If there should be a change in project scope, limits, or additional phases that leads to additional work or additional services requested by CLIENT, we will negotiate a fee to provide the changes or additional services prior to commencing work.
- If at any point the request of services is terminated, after an executed ‘Notice to Proceed” by the client, Frontier shall be compensated for services rendered up to that point.
- This survey will be placed on the NGS Oklahoma State Plane Coordinate System, Lambert Projection, South Zone – unless otherwise directed by client.

INDEMNITY.

Frontier Land Surveying, LLC and Lochner each agree to indemnify and hold the other harmless, and their respective officers, employees, agents and representatives, from and against liability for all claims, losses, damages and expenses, including reasonable attorneys’ fees, to the extent such claims, losses, damages, or expenses are caused by the indemnifying party’s negligent acts, errors or omissions. In the event claims, losses, damages or expenses are caused by the joint or concurrent negligence of Frontier and Lochner, they shall be borne by each party in proportion to its negligence. The Amount of the liability shall not exceed the total compensation received by Frontier under this Agreement.

Thank you for your consideration of this proposal for services. If this proposal meets with your approval, please indicate your approval by signing below. Email to joe@fls-survey.com. If you have any questions or need additional information, please call me at 405.285.0433.

Submitted for approval by:



 Joseph H. Farmer, PLS
 Vice President

Date: January 29, 2024

Accepted by:

Print: _____

Date: _____

Title: _____

Address: _____

Phone: _____

Survey Site



14901 N. Lincoln Boulevard • Edmond, OK • 73013 • (405) 285-0433

CC Environmental, LLC

February 2, 2024

Mr. Evan Ludwig, PE
Lochner
6301 Waterford Blvd, Suite 310
Oklahoma City, OK 73118

Re: City of Norman Franklin Road Bridge: Environmental Scope & Fee

Mr. Ludwig:

Please let this letter serve as a generic scope of services for the city of Norman's (City) Franklin Road bridge replacement project. CC Environmental (CCE) will perform the environmental work related to compliance with the National Environmental Policy Act (NEPA). For this project, the federal nexus was determined to be the requirement for a Section 404 Clean Water Act (CWA) permit, and the subsequent federal sponsor will be the US Army Corps of Engineers (USACE).

The environmental review will consist of a comprehensive study, conducted by an experienced multi-disciplinary team, designed to identify, assess, and evaluate potential environmental impacts associated with the proposed project as delineated on the attached diagram (i.e., "NEPA Footprint"). The process will begin by mailing notices to federal, state, local agencies, and Native American tribes, stakeholders, and affect parties to solicit input and initiate public involvement. After the accepted response period, field studies will begin to identify potential impacts on the human (e.g., haz-waste, cultural resources, etc.) and natural (e.g., biological, water resources, etc.) environments. The field studies will specifically address the cultural and historic aspects of Section 106 of the National Historic Preservation Act (NHPA) and the Section 7 of the Endangered Species Act (ESA), when applicable. After the field studies are complete, CCE would produce the associated reports generated in compliance with USACE protocols, in order to consult with the appropriate state and federal regulatory entities. These include, but are not limited to, the US Fish & Wildlife Service (USFWS), the State Historic Preservation Office (SHPO), and affected Native American Tribes.

After completing the reports, a "draft" environmental summary document will be generated and submitted to the City for review. Once reviewed, the environmental summary document would be submitted to the USACE as part of the Section 404 permit application associated with the bridge replacement. CC Environmental would work with you and the City on compiling the necessary information for the 404 application, and assist with the coordination of the anticipated USACE Nationwide 14 Permit for Linear Transportation Projects.

The anticipated cost for the environmental document and field studies is a lump sum \$30,000. Please note, the proposed scope does not include other public involvement or stakeholder meetings, noise studies, Section 6(f) compliance, floodplain permitting, regulatory fees, or a USACE individual permit or any mitigation related aspects. If necessary or desired, arrangements can be made to address these issues for a separate fee. Also, this proposal assumes that CCE will be granted permission, by others, to access the private properties associated with the project footprint.

We look forward to working with you on this project. If you have any questions, feel free to contact me at (405) 761-1225 or via email geoff@ccenviro.net.

Sincerely,



Geoffrey A. Canty, Ph. D.
Director of Environmental Services

Lochner - City Of Norman

Franklin Rd - NEPA Study Area

Legend

- Bridge Area 300x70
- Design Area
- NEPA Footprint

36th Ave NE

Franklin Rd

Franklin Rd

Franklin Rd

Little River

36th Ave NE

Item 14.

1,000 ft

300 ft

700 ft

To R/W

300 ft

300 ft

300 ft

200 ft

600 ft

**ATTACHMENT C
 COMPENSATION**

Article 5 of the AGREEMENT is amended and supplemented to include the following agreement of the parties.

The CONSULTANT agrees to perform the SERVICES identified in **Attachment A – Scope of Services**, in accordance with the limitations and conditions set forth in the AGREEMENT to pay an amount not to exceed \$223,050.00 unless changed or modified by a mutually executed contract amendment between the OWNER and the CONSULTANT.

The OWNER shall pay the CONSULTANT for completion of the SERVICES of each task identified in **Attachment A – Scope of Services**, in accordance with the amounts stated below:

DESIGN TASK	COMPENSATION
Task 1 – Preliminary Engineering Report	\$22,600.00
Task 2 – Roadway	\$70,600.00
Task 3 – Bridge Hydraulics	\$45,000.00
Task 4 – In-Place Soil Survey	\$9,300.00
Task 5 – Design Survey	\$29,000.00
Task 6 – Right-of-Way Staking	\$3,250.00
Task 7 – ROW / Easement Exhibit Survey Services	\$4,800.00
Task 8 – Environmental	\$30,000.00
Task 9 – Utility Coordination	\$5,000.00
Task 10 – As-Built Drawing Services	\$3,500.00
TOTAL COMPENSATION	\$223,050.00

ATTACHMENT D OWNER'S RESPONSIBILITIES

Article 6 of the AGREEMENT is amended and supplemented to include the following agreement of the parties.

I. OWNER RESPONSIBILITIES

1. Owner shall furnish to CONSULTANT all available information pertinent to PROJECT including previous reports, and any other data relative to design and construction of PROJECT.
2. OWNER shall be responsible for all permit fees.
3. OWNER shall examine all studies, reports, sketches, estimate specifications, plan drawings, proposals and any other documents presented by the CONSULTANT and render in writing decisions pertaining thereto within a reasonable time so as not to delay SERVICES of CONSULTANT.
4. OWNER shall designate in writing a person to act as its representative in respect to the work to be performed under this AGREEMENT, and such person shall have complete authority to transmit instructions, receive information, interpret and define OWNER's policies and decisions with respect to materials, equipment, elements, and systems pertinent to the services covered by this AGREEMENT.
5. OWNER shall furnish assistance in locating existing OWNER-owned underground utilities and expediting their relocation in preparation for construction.
6. OWNER shall provide for meeting facilities (or arrange for meeting facilities) for all PROJECT meetings with OWNER or Public Meetings in connection with PROJECT.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD) **Item 14.**

3/28/2024

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

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

PRODUCER Greyling Ins Brokerage/EPIC 3780 Mansell Road, Suite 370 Alpharetta GA 30022	CONTACT NAME: Greyling COI Specialist	
	PHONE (A/C, No, Ext): 770.670.5324	FAX (A/C, No): 770.670.5324
E-MAIL ADDRESS: greylingcerts@greyling.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : The Continental Insurance Company		35289
INSURER B : National Fire Insurance Co of Hartford		20478
INSURER C : American Casualty Co of Reading, PA		20427
INSURER D : Beazley America Insurance Company, Inc.		16510
INSURER E :		
INSURER F :		


COVERAGES **CERTIFICATE NUMBER:** 1870929327 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			7018734441	5/1/2023	5/1/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			7018734438	5/1/2023	5/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			7018734407	5/1/2023	5/1/2024	EACH OCCURRENCE \$ 15,000,000 AGGREGATE \$ 15,000,000 \$
C A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WC718734424 WC718734410	5/1/2023 5/1/2023	5/1/2024 5/1/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Professional Liability incl. Pollution Liability			C2AEA4230401	5/1/2023	5/1/2024	Per Claim \$10,000,000 Aggregate \$10,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Re: PN #22507, Contract K-2324-153, NBI 09991 - Franklin Road Over Little River, 0.1 miles West of 36th Avenue Northeast.
 The City of Norman, Consultant, and its parent company, affiliated and subsidiary entities, directors, officers and employees are named as Additional Insureds with respects to General & Automobile Liability where required by written contract. Should any of the above described policies be cancelled by the issuing insurer before the expiration date thereof, we will endeavor to provide 30 days' written notice (except 10 days for nonpayment of premium) to the Certificate Holder.

CERTIFICATE HOLDER**CANCELLATION**

City of Norman 225 N. Webster Ave Norman, OK 73069	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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File Attachments for Item:

15. CONSIDERATION OF ACCEPTANCE, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2324-154: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND AGUIRRE & FIELDS, L.P., IN THE AMOUNT OF \$174,425 TO PROVIDE ENGINEERING DESIGN SERVICES FOR THE 24TH AVENUE SW BRIDGE OVER MERKLE CREEK BOND PROJECT AND BUDGET APPROPRIATION AS OUTLINED IN THE STAFF REPORT.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 4/9/2024

REQUESTER: Joseph Hill, Streets Program Manager

PRESENTER: Scott Sturtz, Interim Public Works Director

ITEM TITLE: CONSIDERATION OF ACCEPTANCE, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2324-154: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND AGUIRRE & FIELDS, L.P., IN THE AMOUNT OF \$174,425 TO PROVIDE ENGINEERING DESIGN SERVICES FOR THE 24TH AVENUE SW BRIDGE OVER MERKLE CREEK BOND PROJECT AND BUDGET APPROPRIATION AS OUTLINED IN THE STAFF REPORT.

BACKGROUND:

On October 10, 2023, the citizens of Norman voted in favor of a \$50 million bridge replacement and rehabilitation bond issue. The projects listed in the bridge replacement program are intended to be completed with bond funds; however, federal funds will be pursued at every opportunity (please see the attached project list and map showing the project locations).

On October 11, 2023, City staff advertised Request for Proposal RFP 2324-29 to solicit Consulting Engineering Services for the bridge bond projects still requiring design. The selection committee, consisting of three (3) City staff (Joseph Hill – Streets Program Manager, Jeff Fordice – Capital Projects Engineer, and Brandon Brooks – Capital Projects Engineer) and two (2) citizens, “shortlisted” eight (8) consultant teams for interviews held on January 18, 2024. Also present at the interviews were the acting City Engineer and the City Auditor. The five (5) consultant teams selected after interviews to complete the design on these projects are:

- Garver, Norman
- H.W. Lochner, Oklahoma City
- MKEC, Oklahoma City
- Aguirre & Fields, Oklahoma City
- CEC, Oklahoma City

These consultants are being assigned the various projects by City staff based on capacity, performance during the interview process, and capabilities of their firm to complete a specific project.

The proposed agenda item is to award the contract for design of the rehabilitation of the 24th Avenue SW bridge over Merkle Creek (located 0.4 miles south of West Main Street).

DISCUSSION:

The 24th Avenue SW Bridge Rehabilitation, located 0.4 miles south of West Main Street is anticipated to include replacement of the west wing walls, repairs to the box culvert, extension of the box culvert to the east, improvements to pedestrian facilities, and roadway work necessary to tie the existing road into the rehabilitated bridge.

Once the design is completed, Aguirre & Fields will assist with the necessary environmental permitting. City staff anticipates a spring 2026 bid opening with construction estimated to take approximately 9 months to complete.

Aguirre & Fields' Scope of Services includes:

- Field Inspection and Assessment.
- Detailed Topographic Survey
- Geotechnical Evaluation
- Environmental Permitting
- Design Plan submittals at 30%, 90%, and Final Plan stages
- Bidding Assistance and Construction Management
- As-built Drawing Services

On April 10, 2024, the City will close on the sale of a \$16,000,000 general obligation bond (Series 2024A) with the proceeds being purposed for bridge repair and replacement. An appropriation of funds will be needed to pay for these design services in the amount of \$174,425.

If approved, Aguirre & Fields will begin work immediately on the critical path items.

RECOMMENDATION 1:

Staff recommends approval of Contract K-2324-154 between the City of Norman and Aguirre & Fields, L.P. in the amount of \$174,425 for the design of the 24th Avenue SW Bridge over Merkle Creek Bond Project.

RECOMMENDATION 2:

Staff recommends appropriation of \$174,425 from the Capital Fund General Obligation Bond Balance (Account 50-29000) to 24th Avenue SW Bridge Rehabilitation Bond Project, Design (Account 50595367-46201; Project BP0614).

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is entered into between The City of Norman (OWNER) and Aguirre & Fields (CONSULTANT) for the following reasons:

1. OWNER intends to rehabilitate the bridge on S.W. 24th Avenue over Merkle Creek (the Project); and,
2. OWNER requires certain professional survey, design, analysis and engineering services in connection with the Project (the SERVICES); and,
3. CONSULTANT is prepared to provide the SERVICES.

In consideration of the promises contained in this AGREEMENT, OWNER and CONSULTANT agree as follows:

ARTICLE 1 - EFFECTIVE DATE

The effective date of this AGREEMENT shall be ___ day of _____, 2024.

ARTICLE 2 - GOVERNING LAW; VENUE

This AGREEMENT shall be governed by the laws of the State of Oklahoma. The venue for any action under this AGREEMENT shall be in the District Court of Cleveland County, Oklahoma or the United States District Court for the Western District of Oklahoma. The parties agree to submit to the subject matter and personal jurisdiction of said court.

ARTICLE 3 - SCOPE OF SERVICES

CONSULTANT shall provide the SERVICES described in Attachment A, Scope of Services.

ARTICLE 4 - SCHEDULE

CONSULTANT shall exercise its reasonable efforts to perform the SERVICES described in Attachment A according to the Schedule set forth in Attachment B.

ARTICLE 5 - COMPENSATION

OWNER shall pay CONSULTANT in accordance with Attachment C, Compensation. Invoices shall be due and payable within thirty (30) days of receipt. OWNER shall give prompt written notice of any disputed amount and shall pay the remaining amount.

ARTICLE 6 - OWNER'S RESPONSIBILITIES

OWNER shall be responsible for all matters described in Attachment D, Owner's Responsibilities. OWNER hereby represents that it owns the intellectual property rights in any plans, documents or other materials provided by OWNER to CONSULTANT. If OWNER does not own the intellectual property rights in such plans, documents or other materials, prior to providing same to CONSULTANT, OWNER shall obtain a license or right to use, including the right to sublicense to CONSULTANT. OWNER hereby grants CONSULTANT the right to use the intellectual property associated with plans, documents or other materials it owns or has the right to use for the limited purpose of performing the SERVICES. OWNER represents that CONSULTANT'S use of such documents will not infringe upon any third parties' rights.

ARTICLE 7 - STANDARD OF CARE

The same degree of care, skill, and diligence shall be exercised in the performance of the SERVICES as is ordinarily possessed and exercised by a member of the same profession, currently practicing, under similar circumstances. No other warranty, express or implied, is included in this AGREEMENT or in any drawing, specification, report, opinion, or other instrument of service, in any form or media, produced in connection with the SERVICES.

ARTICLE 8 -INDEMNIFICATION AND LIABILITY

Indemnification. To the extent permitted by law, including the Constitution of the State of Oklahoma, the CONSULTANT and the OWNER each hereby agree to defend, indemnify, and hold harmless the other party, its officers, servants, and employees, from and against any and all liability, loss, damage, cost, and expense (including attorneys' fees and accountants' fees) caused by an error, omission, or negligent act of the indemnifying party in the performance of SERVICES under this AGREEMENT. The indemnity provided by the CONSULTANT in this regard shall extend in favor of the OWNER to any and all liability, loss, damage, cost, and expense (including attorneys' fees and accountants' fees) caused by an error, omission, or negligent act of any sub-consultant hired by CONSULTANT for the Project. The CONSULTANT and the OWNER each agree to promptly serve notice on the other party of any claims arising hereunder, and shall cooperate in the defense of any such claims. This indemnity is not limited except as provided by applicable Oklahoma law. The acceptance by OWNER or its representatives of any certification of insurance providing for coverage other than as required in this AGREEMENT to be furnished by the CONSULTANT shall in no event be deemed a waiver of any of the provisions of this indemnity provision. None of the foregoing provisions shall deprive the OWNER of any action, right, or remedy otherwise available to the OWNER at common law.

Survival. The terms and conditions of this Article shall survive completion of the SERVICES, or any termination of this AGREEMENT.

ARTICLE 9 - INSURANCE

During the performance of the SERVICES under this AGREEMENT, CONSULTANT shall maintain the following insurance:

- a) General Liability Insurance, with a limit of \$1,000,000 per occurrence and \$2,000,000 annual aggregate.
- b) Automobile Liability Insurance, with a combined single limit of \$1,000,000 for each person and \$1,000,000 for each accident.
- c) Workers' Compensation Insurance in accordance with statutory requirements and Employers' Liability Insurance, with a limit of \$500,000 for each occurrence.
- d) Professional Liability Insurance, with a limit of \$1,000,000 per claim and annual aggregate.

CONSULTANT shall, upon written request, furnish OWNER certificates of insurance which shall include a provision that such insurance shall not be canceled without at least thirty (30) days' written notice to OWNER. OWNER shall require all Project contractors to include OWNER, CONSULTANT, and its parent company, affiliated and subsidiary entities, directors, officers and employees, as additional insureds on their General and Automobile Liability insurance policies, and to indemnify both OWNER and CONSULTANT, each to the same extent.

ARTICLE 10 - LIMITATIONS OF RESPONSIBILITY

CONSULTANT shall not be responsible for (a) construction means, methods, techniques, sequences, procedures, or safety precautions and programs in connection with the PROJECT that are outside of CONSULTANT's reasonable control and/or Scope of Services set forth in Attachment A; (b) the failure of any contractor, subcontractor, vendor, or other Project participant, not under contract to, or otherwise under the control of the CONSULTANT, to fulfill contractual responsibilities to OWNER or to comply with federal, state, or local laws, regulations, and codes; or (c) procuring permits, certificates, and licenses required for any construction unless such procurement responsibilities are specifically assigned to CONSULTANT in Attachment A, Scope of Services. In the event the OWNER requests the CONSULTANT to execute any certificates or other documents, the proposed language of such certificates or documents shall be submitted to the CONSULTANT for review at least fifteen (15) days prior to the requested date of execution. The CONSULTANT shall not be required to execute any certificates or documents that in any way would, in CONSULTANT's sole judgment, (a) increase the CONSULTANT'S legal or contractual obligations or risks beyond the terms of this AGREEMENT; (b) require knowledge, services or responsibilities beyond the scope of this AGREEMENT; or (c) result in the CONSULTANT having to certify, guarantee or warrant the existence of conditions whose existence CONSULTANT cannot reasonably ascertain.

ARTICLE 11 - OPINIONS OF COST AND SCHEDULE

Because the CONSULTANT has no control over the cost of labor, materials, or equipment furnished by others, or over the resources provided by others to meet project schedules, the CONSULTANT's opinion of probable costs and of project schedules shall be made on the basis of experience and qualifications as a practitioner of its profession. The CONSULTANT does not guarantee that proposals, bids, or actual project costs will not vary from the CONSULTANT'S cost estimates or that actual schedules will not vary from the CONSULTANT'S projected schedules.

ARTICLE 12 - REUSE OF DOCUMENTS

All documents, including, but not limited to, plans, drawings, and specifications prepared by CONSULTANT as deliverables pursuant to the Attachment A, Scope of Services are instruments of service in respect to the PROJECT. They are not intended or represented to be suitable for reuse by OWNER or others on modifications or extensions of the PROJECT or on any other project. Any reuse without prior written verification or adaptation by THE CONSULTANT for the specific purpose intended will be at OWNER'S sole risk and without liability or legal exposure to CONSULTANT.

ARTICLE 13 - OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY

Except as otherwise provided herein, documents, drawings, and specifications prepared by CONSULTANT and furnished to OWNER as part of the SERVICES shall become the property of OWNER; provided, however, that CONSULTANT shall have the unrestricted right to their use. CONSULTANT shall retain its copyright and ownership rights in its design, drawing details, specifications, data bases, computer software, and other proprietary property. Intellectual property developed, utilized, or modified in the performance of the SERVICES shall remain the property of CONSULTANT.

ARTICLE 14 - TERMINATION AND SUSPENSION

This AGREEMENT may be terminated by either party upon written notice in the event of substantial failure by the other party to perform in accordance with the terms of this AGREEMENT; provided, however, the nonperforming party shall have fourteen (14)

calendar days from the receipt of the termination notice to cure or to submit a plan for cure acceptable to the other party. OWNER may terminate or suspend performance of this AGREEMENT for OWNER'S convenience upon written notice to CONSULTANT. CONSULTANT shall terminate or suspend performance of the SERVICES on a schedule acceptable to OWNER, and OWNER shall pay CONSULTANT for all the SERVICES performed. Upon restart of suspended SERVICES, an equitable adjustment shall be made to CONSULTANT'S compensation and the project schedule.

ARTICLE 15 - DELAY IN PERFORMANCE

Neither OWNER nor CONSULTANT shall be considered in default of this AGREEMENT for delays in performance caused by circumstances beyond the reasonable control of the nonperforming party. For purposes of this AGREEMENT, such circumstances include, but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; war, riots, and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage; judicial restraint; and delay in or inability to procure permits, licenses, or authorizations from any local, state, or federal agency for any of the supplies, materials, accesses, or services required to be provided by either OWNER or CONSULTANT under this AGREEMENT. CONSULTANT shall be granted a reasonable extension of time for any delay in its performance caused by any such circumstances. Should such circumstances occur, the nonperforming party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this AGREEMENT.

ARTICLE 16 - NOTICES

Any notice required by this AGREEMENT shall be made in writing to the address specified below:

OWNER:

Joseph Hill
Streets Program Manager
City of Norman
P.O. Box 370
Norman, OK 73070

CONSULTANT

Aguirre & Fields
Christine Crosby
Chief Financial Officer
7215 New Territory Blvd
Sugar Land, TX 77479

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

ARTICLE 17 - DISPUTES

In the event of a dispute between OWNER and CONSULTANT arising out of or related to this AGREEMENT, the aggrieved party shall notify the other party of the dispute within a reasonable time after such dispute arises. If the parties cannot thereafter resolve the dispute, each party shall nominate a senior officer of its management to meet to resolve the dispute by direct negotiation or mediation. Should such negotiation or mediation fail to

resolve the dispute, either party may pursue resolution of the dispute as allowed by applicable law and regulation. During the pendency of any dispute, the parties shall continue diligently to fulfill their respective obligations hereunder.

ARTICLE 18 - EQUAL EMPLOYMENT OPPORTUNITY

CONSULTANT hereby affirms its support of affirmative action and that it abides by the provisions of the "Equal Opportunity Clause" of Section 202 of Executive Order 11246 and other applicable laws and regulations, including the City of Norman's policies and provisions. The CONSULTANT affirms its policy to recruit and hire employees without regard to race, age, color, religion, sex, sexual preference/orientation, gender identity or expression, marital status or familial status, including marriage to a person of the same sex, citizen status, national origin or ancestry, place of birth, presence of a disability or status as a Veteran of the Vietnam era or any other legally protected status. It is CONSULTANT'S policy to treat employees equally with respect to compensation, advancement, promotions, transfers and all other terms and conditions of employment. The CONSULTANT further affirms completion of applicable governmental employer information reports including the EEO-1 and VETS-1 00 reports, and maintenance of a current Affirmative Action Plan as required by Federal regulations.

ARTICLE 19 - WAIVER

A waiver by either OWNER or CONSULTANT of any breach of this AGREEMENT shall be in writing. Such a waiver shall not affect the waiving party's rights with respect to any other or further breach.

ARTICLE 20 - SEVERABILITY

The invalidity, illegality, or unenforceability of any provision of this AGREEMENT or the occurrence of any event rendering any portion or provision of this AGREEMENT void shall in no way affect the validity or enforceability of any other portion or provision of this AGREEMENT. Any void provision shall be deemed severed from this AGREEMENT, and the balance of this AGREEMENT shall be construed and enforced as if it did not contain the particular portion or provision held to be void.

ARTICLE 21 - INTEGRATION

This AGREEMENT, including Attachments A, B, C, and D incorporated by this reference, represents the entire and integrated AGREEMENT between OWNER and CONSULTANT. It supersedes all prior and contemporaneous communications, representations, and agreements, whether oral or written, relating to the subject matter of this AGREEMENT.

ARTICLE 22 - SUCCESSORS AND ASSIGNS

OWNER and CONSULTANT each binds itself and its successors, executors, administrators, permitted assigns, legal representatives and, in the case of a partnership, its partners, to the other party to this AGREEMENT and to the successors, executors, administrators, permitted assigns, legal representatives, and partners of such other party in respect to all provisions of this AGREEMENT.

ARTICLE 23 - ASSIGNMENT

Neither OWNER nor CONSULTANT shall assign any rights or duties under this AGREEMENT without the prior written consent of the other party; provided, however, CONSULTANT may assign its rights to payment without OWNER'S consent. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this AGREEMENT. Nothing contained in

this Article shall prevent CONSULTANT from engaging independent CONSULTANTS, associates, and subcontractors to assist in the performance of the SERVICES.

ARTICLE 24 - NO THIRD PARTY RIGHTS

The SERVICES provided for in this AGREEMENT are for the sole use and benefit of OWNER and CONSULTANT. Nothing in this AGREEMENT shall be construed to give any rights or benefits to anyone other than OWNER and CONSULTANT.

IN WITNESS WHEREOF, OWNER and CONSULTANT have executed this AGREEMENT. The parties agree that they may conduct the transaction by electronic means and hereby state that electronic signature is valid and shall have the same force and effect as an original signature.

DATED this ____ day of _____, 2024.

The City of Norman
(OWNER)

Aguirre & Fields, LP.
(CONSULTANT)

Signature _____

Signature  _____

Name _____

Name Oscar R. Aguirre, P.E.

Title _____

Title President of Aguirre, LLC - General Partner

Date _____

Date March 26, 2024

Attest:

Attest:

City Clerk

Secretary

Approved as to form and legality this 4 day of April 2024.



City Attorney

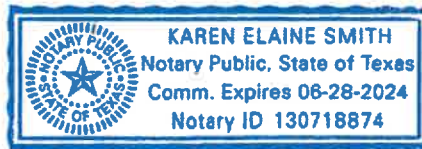
Signatory Notarization

STATE OF TEXAS, COUNTY OF FORT BEND, SS:

Before me, the undersigned, a Notary Public in and for said **Oscar R. Aguirre, P.E. of the Aguirre, LLC-General Partner, it's Manager**, to me known to be the identical person(s) who executed the foregoing **Agreement for Professional Services, Contract No. K-2324-154** and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

WITNESS my hand and seal this 28th day of March, 20 24.

My Commission Expires: 06-28-2024



Notary Public: Karen E. Smith
Karen E. Smith

**ATTACHMENT A
SCOPE OF SERVICES**

Article 3 of the AGREEMENT is amended and supplemented to include the following agreement of the parties. CONSULTANT shall, except as otherwise provided for herein, furnish all Engineering services, labor, equipment, and incidentals (SERVICES) as required for this AGREEMENT.

DESCRIPTION OF PROJECT

24th Avenue SW Bridge over Merkle Creek Bond Project.

DESIGN SERVICES

GENERAL SCOPE OF SERVICES

The following is a scope of services provided by Aguirre & Fields to the City of Norman for bridge and roadway improvements under Contract No. 2324-29.

The scope of the project includes providing design services associated with developing plans and specifications for the rehabilitation of the existing bridge carrying 24th Avenue SW over Merkle Creek (NBI No. 08335). The bridge is located approximately 0.4 miles south of Main Street in Norman, Oklahoma. The existing structure consists of a 3-10'x12' reinforced concrete box with retaining walls for end treatments. The existing roadway has an approximately 54' wide clear roadway that carries four lanes of traffic.



Project Location Map

PROJECT DESCRIPTION

The following items are included in the scope of work for the bridge rehabilitation at 24th Avenue SW over Merkle Creek:

- Perform a field investigation with a visual assessment of the existing RCB and end sections to document the existing conditions.
- The modifications to the existing structure will include:
 - Repairs to the existing RCB and retaining walls on the west end of the structure.
 - Removal of the existing wingwalls on the east end of the structure.
 - RCB extension with end sections on east end of the structure with a sidewalk and pedestrian handrail.
- Full depth roadway replacement of approximately 100 ft over the existing structure.
- Sidewalk replacement is anticipated to be approximately 200 ft and located near the existing bridge.
- Environmental services will be provided by CC Environmental
 - See Appendix A
- Geotechnical services will be provided by Red Rock Consulting
 - See Appendix B
 - Services will include in-survey soil evaluation.
 - Retaining wall analysis services will be added if parallel wingwalls/retaining walls are required on the east end of the structure.
- Land Surveying to produce construction plans will be limited to the following information:
 - Control will be tied to the nearest City of Norman control monument. Two primary control points will be established outside of the survey limits and two benchmarks set near the bridge.
 - Survey topo limits will begin 100 feet south of the bridge and extend north to 100 feet north of the bridge with a width from RW to RW.
 - Utilities will be located within the survey topo limits. "OKIE811" will be notified 72 hours prior to the survey.
 - The centerline of 24th Ave. SW will be approximate and shown based off existing Oklahoma Certified Corner Records coordinates for section corners north and south of the bridge and the present RW will be shown using existing plats.
- Anticipated plan sheets for the final construction plan documents to include the following:
 - Title Sheet
 - Typical Sections
 - General Notes

- Quantity Summaries
- General Plan and Elevation
- Bridge Rehabilitation Details
- Removal Details
- Barrel Extension Details
- Apron Details
- Wing Wall Details
- Pedestrian Handrail Details
- Erosion Control Details
- Stormwater Management Plan
- Roadway Removal Details
- Roadway Reconstruction Details
- Joint Layout Sheet
- Sidewalk Reconstruction Details
- Construction Traffic Control Details
- Permanent Striping Details

- Production of Final Plans and Construction Cost Estimate

TASK 1 SERVICES – PRELIMINARY DESIGN PLAN SUBMITTAL

This task includes the work required to complete preliminary plans as outlined above. Detailed scope items are as follows:

- Perform field investigation, as outlined above.
- Submittal of preliminary plans outlining all potential repairs and replacements to the existing structure for City of Norman review, as outlined above.
- Attend one (1) design review meeting with the City of Norman.

TASK 2 SERVICES – FINAL PLAN SUBMITTAL

This task includes the work required to complete the 90% preliminary design plans, final design plans, and specifications as outlined above. Detailed scope items are as follows:

- Submit 90% preliminary design plans and construction estimate to the City of Norman for review.
- Attend one (1) design review meeting with the City of Norman,
- Prepare final plans, specifications, and construction estimate.
- Complete a Quality Assurance/Quality Control (QA/QC) review.

TASK 3 SERVICES – BIDDING SERVICES

This task includes the work required to perform the bidding service assistance for construction plans prepared as part of this contract. Detailed scope items are as follows:

- Attend and assist with one (1) bid opening meeting.
- Prepare electronic file for bidding purposes.
- Answer questions and provide clarifications to contractors as needed.
- Review bids and provide a contractor recommendation to the City of Norman.

TASK 4 SERVICES – CONSTRUCTION ADMINISTRATION

This task includes the work required to perform the construction administration for the construction project as part of this contract. Detailed scope items are as follows:

- Attend a pre-construction meeting with the successful contractor.
- Attend monthly construction progress meetings. Number of construction meetings is based on a 180-day construction duration.
- Review contractor's submittals.
- Address RFI's, amendments, and change orders.
- Review and recommend approval for payments of contractor's claims.
- Attend final walk-through meeting with the contractor and City of Norman.

TASK 5 SERVICES – AS-BUILT DRAWINGS

This task includes the work required to obtain field changes to the plans as well as incorporate changes into the project drawings. This will be submitted as As-Built plans to the City of Norman.

ADDITIONAL SERVICES (NOT INCLUDED IN SCOPE)

- Right-of-way plans, legal descriptions, or exhibits for required permanent or temporary easements.
- Right-of-way acquisition services
- Construction staking
- Property or boundary survey(s)
- Survey Data Sheets
- Elevation certificate(s)
- Drainage analysis
- Traffic study and/or counts
- Utility relocation or coordination
- Public Meetings
- Roadway profile
- Roadway cross-sections

The City of Norman reserves the right to include the above items as a supplement to this proposal and Aguirre & Fields shall be paid for additional services through a separate agreement.

ATTACHMENT D OWNER'S RESPONSIBILITIES

Article 6 of the AGREEMENT is amended and supplemented to include the following agreement of the parties.

I. OWNER RESPONSIBILITIES

1. Owner shall furnish to CONSULTANT all available information pertinent to PROJECT including previous reports, and any other data relative to design and construction of PROJECT.
2. OWNER shall be responsible for all permit fees.
3. OWNER shall examine all studies, reports, sketches, estimate specifications, plan drawings, proposals and any other documents presented by the CONSULTANT and render in writing decisions pertaining thereto within a reasonable time so as not to delay SERVICES of CONSULTANT.
4. OWNER shall designate in writing a person to act as its representative in respect to the work to be performed under this AGREEMENT, and such person shall have complete authority to transmit instructions, receive information, interpret and define OWNER's policies and decisions with respect to materials, equipment, elements, and systems pertinent to the services covered by this AGREEMENT.
5. OWNER shall furnish assistance in locating existing OWNER-owned underground utilities and expediting their relocation in preparation for construction.
6. OWNER shall provide for meeting facilities (or arrange for meeting facilities) for all PROJECT meetings with OWNER or Public Meetings in connection with PROJECT.

**ATTACHMENT C
 COMPENSATION**

Article 5 of the AGREEMENT is amended and supplemented to include the following agreement of the parties.

The CONSULTANT agrees to perform the SERVICES identified in **Attachment A – Scope of Services**, in accordance with the limitations and conditions set forth in the AGREEMENT to pay an amount not to exceed \$ 174,425.00 unless changed or modified by a mutually executed contract amendment between the OWNER and the CONSULTANT.

The OWNER shall pay the CONSULTANT for completion of the SERVICES of each task identified in **Attachment A – Scope of Services**, in accordance with the amounts stated below:

DESIGN TASK	COMPENSATION
Task 1 – Roadway / Street	\$32,000.00
Task 2 – Traffic	\$7,750.00
Task 3 – Bridge / Structural	\$50,750.00
Task 4 – Survey	\$4,420.00
Task 5 – Geotechnical Testing	\$9,380.00
Task 6 – Environmental Clearance	\$20,000.00
Task 7 – Right-of-Way	\$0.00
Task 8 – Utilities	\$0.00
Task 9 – Construction	\$37,000.00
Task 10 – Additional Items (Retaining Wall Analysis, if required)	\$13,125.00
TOTAL COMPENSATION	\$174,425.00

**ATTACHMENT B
 PROJECT SCHEDULE**

Article 4 of the AGREEMENT is amended and supplemented to include the following agreement of the parties.

It is understood and agreed that the date of beginning, rate of progress, and the time of completion of SERVICES under this AGREEMENT are essential provisions of this AGREEMENT. It is further understood and agreed that the services under this AGREEMENT shall commence upon execution of the AGREEMENT between OWNER & CONSULTANT and after receipt of a written Notice to Proceed. The parties mutually agree that time is of the essence in the performance of this AGREEMENT in order for OWNER to have advantage of existing funding. CONSULTANT agrees to provide SERVICES for each phase of PROJECT as stated in **Attachment A – Scope of Services**, in accordance with the time frame as stated below:

TASK/MILESTONE	ANTICIPATED COMPLETION DATE
Notice to Proceed	April 10, 2024
30% Preliminary Plan Submittal	120 days after NTP
90% Preliminary Plan Submittal	240 days after NTP
Final Plan Submittal	285 days after NTP

The parties further agree that CONSULTANT will meet this schedule using standards and procedures for their submissions consistent with those currently used by Engineers/Surveyors practicing in Oklahoma. This schedule excludes the governing agency review time (except as provided above) and any time lost while CONSULTANT is waiting for direction either by government agency or OWNER, and any excusable delays as described in Article 15 of the AGREEMENT.

Dates indicated are dependent upon timely review by OWNER and other factors beyond direct control of CONSULTANT.

File Attachments for Item:

16. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2324-155: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND GARVER, L.L.C., IN THE AMOUNT OF \$1,508,638 TO PROVIDE ENGINEERING DESIGN SERVICES FOR THE NORTH PORTER AVENUE BRIDGE OVER LITTLE RIVER BOND PROJECT AND BUDGET APPROPRIATION AS OUTLINED IN THE STAFF REPORT.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 4/9/2024

REQUESTER: Joseph Hill, Streets Program Manager

PRESENTER: Scott Sturtz, Interim Public Works Director

ITEM TITLE: CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2324-155: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND GARVER, L.L.C., IN THE AMOUNT OF \$1,508,638 TO PROVIDE ENGINEERING DESIGN SERVICES FOR THE NORTH PORTER AVENUE BRIDGE OVER LITTLE RIVER BOND PROJECT AND BUDGET APPROPRIATION AS OUTLINED IN THE STAFF REPORT.

BACKGROUND:

On October 10, 2023, the citizens of Norman voted in favor of a \$50 million bridge replacement and rehabilitation bond issue. The projects listed in the bridge replacement program are intended to be completed with bond funds; however, federal funds will be pursued at every opportunity (please see the attached project list and map showing the approved projects).

On October 11, 2023, City staff advertised Request for Proposal RFP 2324-29 to solicit Consulting Engineering Services for the bond projects still requiring design. The selection committee consisting of three (3) City staff (Joseph Hill – Streets Program Manager, Jeff Fordice – Capital Projects Engineer, and Brandon Brooks – Capital Projects Engineer) and two (2) citizens (Mike Zorba and Tyler McManaman), “shortlisted” eight (8) consultant teams for interviews held on January 18, 2024. Also present at the interviews were the acting City Engineer and the City Auditor. The five (5) consultant teams selected after interviews to complete the design on these projects are:

- Garver, Norman
- H.W. Lochner, Oklahoma City
- MKEC, Oklahoma City
- Aguirre & Fields, Oklahoma City
- CEC, Oklahoma City

These consultants are being assigned the various projects by City staff based on capacity, performance during the interview process, and capabilities of their firm to complete a specific project.

The proposed agenda item is to award the contract for design of the Franklin Road Bridge over Little River located 0.1 miles west of 36th Avenue Northeast.

DISCUSSION:

The Porter Avenue Bridge Replacement, located 0.6 miles south of Franklin Road, will include the construction of an approximately 1,500 foot (1/4 mile) long bridge and roadway work necessary to tie the existing road into the new bridge approaches. Preliminary engineering work has already been completed as part of Contract K-2324-49, in which Garver provided the following services:

- Conceptual Design Drawings
- In-Depth Hydraulic and Hydrologic Analysis
- Environmental Analysis
- Preliminary Engineering Report

The preliminary engineering report was submitted on May 5, 2023. Due to the complexities of this project, Garver provided seven (7) possible options. This bridge and approximately 1400 feet of roadway run perpendicular to the Little River floodplain. Roadway and bridge overtopping currently occur at the 2-year storm interval. Of the seven (7) options presented, the 1500' structure that spans Little River would bring this section of Porter Avenue out of the floodplain, meet all floodplain regulations and Engineering Design Criteria, and have the least impact on Little River.

With a design option selected, Garver will complete the designs of the new structure and assist with the necessary environmental permitting. City staff anticipates an early spring 2027 bid opening with construction estimated to take approximately 12 months to complete.

Garver Scope of Services includes:

- Preliminary Engineering Report
- Detailed Topographic Survey
- Hydraulic and Hydrologic Study
- Geotechnical Evaluation
- Environmental Permitting
- Design Plan submittals at 30%, 60%, 90%, and Final Plan stages
- Preparing Right-of-Way acquisition documents
- As-built Drawing Services

The fee for this contract is \$1,508,638 of which \$472,906 is classified as conditional services to provide full-time construction management and inspection, should the City require it.

On April 10, 2024, the City will close on the sale of a \$16,000,000 general obligation bond (Series 2024A) with the proceeds being purposed for bridge repair and replacement. An appropriation of funds will be needed to pay for these design services in the amount of \$1,508,638.

If approved, Garver will begin work immediately on the critical path items.

RECOMMENDATION 1:

Staff recommends approval of Contract K-2324-153 between the City of Norman and Garver in the amount of \$1,508,638 for the design of the North Porter Avenue Bridge over Little River Bond Project.

RECOMMENDATION 2:

Staff recommends appropriation of \$1,508,638 from the Capital Fund General Obligation Bond Balance (Account 50-29000) to the North Porter Avenue Bridge Replacement Bond Project, Design (Account 50595367-46201; Project BP0615).

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is entered into between The City of Norman (OWNER) and Garver, LLC (CONSULTANT) for the following reasons:

1. OWNER intends to construct a new bridge and roadway approaches for Porter Avenue over Little River (the Project); and,
2. OWNER requires certain professional survey, design, analysis and engineering services in connection with the Project (the SERVICES); and,
3. CONSULTANT is prepared to provide the SERVICES.

In consideration of the promises contained in this AGREEMENT, OWNER and CONSULTANT agree as follows:

ARTICLE 1 - EFFECTIVE DATE

The effective date of this AGREEMENT shall be ___ day of _____, 2024.

ARTICLE 2 - GOVERNING LAW; VENUE

This AGREEMENT shall be governed by the laws of the State of Oklahoma. The venue for any action under this AGREEMENT shall be in the District Court of Cleveland County, Oklahoma or the United States District Court for the Western District of Oklahoma. The parties agree to submit to the subject matter and personal jurisdiction of said court.

ARTICLE 3 - SCOPE OF SERVICES

CONSULTANT shall provide the SERVICES described in Attachment A, Scope of Services.

ARTICLE 4 - SCHEDULE

CONSULTANT shall exercise its reasonable efforts to perform the SERVICES described in Attachment A according to the Schedule set forth in Attachment B.

ARTICLE 5 - COMPENSATION

OWNER shall pay CONSULTANT in accordance with Attachment C, Compensation.

Invoices shall be due and payable within thirty (30) days of receipt. OWNER shall give prompt written notice of any disputed amount and shall pay the remaining amount.

ARTICLE 6 - OWNER'S RESPONSIBILITIES

OWNER shall be responsible for all matters described in Attachment D, Owner's Responsibilities. OWNER hereby represents that it owns the intellectual property rights in any plans, documents or other materials provided by OWNER to CONSULTANT. If OWNER does not own the intellectual property rights in such plans, documents or other materials, prior to providing same to CONSULTANT, OWNER shall obtain a license or right to use, including the right to sublicense to CONSULTANT. OWNER hereby grants CONSULTANT the right to use the intellectual property associated with plans, documents or other materials it owns or has the right to use for the limited purpose of performing the SERVICES. OWNER represents that CONSULTANT'S use of such documents will not infringe upon any third parties' rights.

ARTICLE 7 - STANDARD OF CARE

The same degree of care, skill, and diligence shall be exercised in the performance of the SERVICES as is ordinarily possessed and exercised by a member of the same profession, currently practicing, under similar circumstances. No other warranty, express or implied, is included in this AGREEMENT or in any drawing, specification, report, opinion, or other instrument of service, in any form or media, produced in connection with the SERVICES.

ARTICLE 8 -INDEMNIFICATION AND LIABILITY

Indemnification. To the extent permitted by law, including the Constitution of the State of Oklahoma, the CONSULTANT and the OWNER each hereby agree to defend, indemnify, and hold harmless the other party, its officers, servants, and employees, from and against any and all liability, loss, damage, cost, and expense (including attorneys' fees and accountants' fees) caused by an error, omission, or negligent act of the indemnifying party in the performance of SERVICES under this AGREEMENT. The indemnity provided by the CONSULTANT in this regard shall extend in favor of the OWNER to any and all liability, loss, damage, cost, and expense (including attorneys' fees and accountants' fees) caused by an error, omission, or negligent act of any sub-consultant hired by CONSULTANT for the Project. The CONSULTANT and the OWNER each agree to promptly serve notice on the other party of any claims arising hereunder, and shall cooperate in the defense of any such claims. This indemnity is not limited except as provided by applicable Oklahoma law. The acceptance by OWNER or its representatives of any certification of insurance providing for coverage other than as required in this AGREEMENT to be furnished by the CONSULTANT shall in no event be deemed a waiver of any of the provisions of this indemnity provision. None of the foregoing provisions shall deprive the OWNER of any action, right, or remedy otherwise available to the OWNER at common law.

Survival. The terms and conditions of this Article shall survive completion of the SERVICES, or any termination of this AGREEMENT.

ARTICLE 9 - INSURANCE

During the performance of the SERVICES under this AGREEMENT, CONSULTANT shall maintain the following insurance:

- a) General Liability Insurance, with a limit of \$1,000,000 per occurrence and \$2,000,000 annual aggregate.
- b) Automobile Liability Insurance, with a combined single limit of \$1,000,000 for each person and \$1,000,000 for each accident.
- c) Workers' Compensation Insurance in accordance with statutory requirements and Employers' Liability Insurance, with a limit of \$500,000 for each occurrence.
- d) Professional Liability Insurance, with a limit of \$1,000,000 per claim and annual aggregate.

CONSULTANT shall, upon written request, furnish OWNER certificates of insurance which shall include a provision that such insurance shall not be canceled without at least thirty (30) days' written notice to OWNER. OWNER shall require all Project contractors to include OWNER, CONSULTANT, and its parent company, affiliated and subsidiary entities, directors, officers and employees, as additional insureds on their General and Automobile Liability insurance policies, and to indemnify both OWNER and CONSULTANT, each to the same extent.

ARTICLE 10 - LIMITATIONS OF RESPONSIBILITY

CONSULTANT shall not be responsible for (a) construction means, methods, techniques, sequences, procedures, or safety precautions and programs in connection with the PROJECT that are outside of CONSULTANT's reasonable control and/or Scope of Services set forth in Attachment A; (b) the failure of any contractor, subcontractor, vendor, or other Project participant, not under contract to, or otherwise under the control of the CONSULTANT, to fulfill contractual responsibilities to OWNER or to comply with federal, state, or local laws, regulations, and codes; or (c) procuring permits, certificates, and licenses required for any construction unless such procurement responsibilities are specifically assigned to CONSULTANT in Attachment A, Scope of Services. In the event the OWNER requests the CONSULTANT to execute any certificates or other documents, the proposed language of such certificates or documents shall be submitted to the CONSULTANT for review at least fifteen (15) days prior to the requested date of execution. The CONSULTANT shall not be required to execute any certificates or documents that in any way would, in CONSULTANT's sole judgment, (a) increase the CONSULTANT'S legal or contractual obligations or risks beyond the terms of this AGREEMENT; (b) require knowledge, services or responsibilities beyond the scope of this AGREEMENT; or (c) result in the CONSULTANT having to certify, guarantee or warrant the existence of conditions whose existence CONSULTANT cannot reasonably ascertain.

ARTICLE 11 - OPINIONS OF COST AND SCHEDULE

Because the CONSULTANT has no control over the cost of labor, materials, or equipment furnished by others, or over the resources provided by others to meet project schedules, the CONSULTANT's opinion of probable costs and of project schedules shall be made on the basis of experience and qualifications as a practitioner of its profession. The CONSULTANT does not guarantee that proposals, bids, or actual project costs will not vary from the CONSULTANT'S cost estimates or that actual schedules will not vary from the CONSULTANT'S projected schedules.

ARTICLE 12 - REUSE OF DOCUMENTS

All documents, including, but not limited to, plans, drawings, and specifications prepared by CONSULTANT as deliverables pursuant to the Attachment A, Scope of Services are instruments of service in respect to the PROJECT. They are not intended or represented to be suitable for reuse by OWNER or others on modifications or extensions of the PROJECT or on any other project. Any reuse without prior written verification or adaptation by THE CONSULTANT for the specific purpose intended will be at OWNER'S sole risk and without liability or legal exposure to CONSULTANT.

ARTICLE 13 - OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY

Except as otherwise provided herein, documents, drawings, and specifications prepared by CONSULTANT and furnished to OWNER as part of the SERVICES shall become the property of OWNER; provided, however, that CONSULTANT shall have the unrestricted right to their use. CONSULTANT shall retain its copyright and ownership rights in its design, drawing details, specifications, data bases, computer software, and other proprietary property. Intellectual property developed, utilized, or modified in the performance of the SERVICES shall remain the property of CONSULTANT.

ARTICLE 14 - TERMINATION AND SUSPENSION

This AGREEMENT may be terminated by either party upon written notice in the event of substantial failure by the other party to perform in accordance with the terms of this AGREEMENT; provided, however, the nonperforming party shall have fourteen (14) calendar days from the receipt of the termination notice to cure or to submit a plan for cure acceptable to the other party. OWNER may terminate or suspend performance of this AGREEMENT for OWNER'S convenience upon written notice to CONSULTANT. CONSULTANT shall terminate or suspend performance of the

SERVICES on a schedule acceptable to OWNER, and OWNER shall pay CONSULTANT for all the SERVICES performed. Upon restart of suspended SERVICES, an equitable adjustment shall be made to CONSULTANT'S compensation and the project schedule.

ARTICLE 15 - DELAY IN PERFORMANCE

Neither OWNER nor CONSULTANT shall be considered in default of this AGREEMENT for delays in performance caused by circumstances beyond the reasonable control of the nonperforming party. For purposes of this AGREEMENT, such circumstances include, but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; war, riots, and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage; judicial restraint; and delay in or inability to procure permits, licenses, or authorizations from any local, state, or federal agency for any of the supplies, materials, accesses, or services required to be provided by either OWNER or CONSULTANT under this AGREEMENT. CONSULTANT shall be granted a reasonable extension of time for any delay in its performance caused by any such circumstances. Should such circumstances occur, the nonperforming party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this AGREEMENT.

ARTICLE 16 - NOTICES

Any notice required by this AGREEMENT shall be made in writing to the address specified below:

OWNER:

Jospeh Hill
Streets Program Manager
City of Norman
P.O. Box 370
Norman, OK 73070

CONSULTANT

J. Bret Cabbiness, P.E.
Sr. Project Manager
750 SW 24th Street Suite 200
Moore, OK 73160

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

ARTICLE 17 - DISPUTES

In the event of a dispute between OWNER and CONSULTANT arising out of or related to this AGREEMENT, the aggrieved party shall notify the other party of the dispute within a reasonable time after such dispute arises. If the parties cannot thereafter resolve the dispute, each party shall nominate a senior officer of its management to meet to resolve the dispute by direct negotiation or mediation. Should such negotiation or mediation fail to resolve the dispute, either party may pursue resolution of the dispute as allowed by applicable law and regulation. During the pendency of any dispute, the parties shall continue diligently to fulfill their respective obligations hereunder.

ARTICLE 18 - EQUAL EMPLOYMENT OPPORTUNITY

CONSULTANT hereby affirms its support of affirmative action and that it abides by the provisions of the "Equal Opportunity Clause" of Section 202 of Executive Order 11246 and other applicable laws and regulations, including the City of Norman's policies and provisions. The CONSULTANT

affirms its policy to recruit and hire employees without regard to race, age, color, religion, sex, sexual preference/orientation, gender identity or expression, marital status or familial status, including marriage to a person of the same sex, citizen status, national origin or ancestry, place of birth, presence of a disability or status as a Veteran of the Vietnam era or any other legally protected status. It is CONSULTANT'S policy to treat employees equally with respect to compensation, advancement, promotions, transfers and all other terms and conditions of employment. The CONSULTANT further affirms completion of applicable governmental employer information reports including the EEO-1 and VETS-1 00 reports, and maintenance of a current Affirmative Action Plan as required by Federal regulations.

ARTICLE 19 - WAIVER

A waiver by either OWNER or CONSULTANT of any breach of this AGREEMENT shall be in writing. Such a waiver shall not affect the waiving party's rights with respect to any other or further breach.

ARTICLE 20 - SEVERABILITY

The invalidity, illegality, or unenforceability of any provision of this AGREEMENT or the occurrence of any event rendering any portion or provision of this AGREEMENT void shall in no way affect the validity or enforceability of any other portion or provision of this AGREEMENT. Any void provision shall be deemed severed from this AGREEMENT, and the balance of this AGREEMENT shall be construed and enforced as if it did not contain the particular portion or provision held to be void.

ARTICLE 21 - INTEGRATION

This AGREEMENT, including Attachments A, B, C, and D incorporated by this reference, represents the entire and integrated AGREEMENT between OWNER and CONSULTANT. It supersedes all prior and contemporaneous communications, representations, and agreements, whether oral or written, relating to the subject matter of this AGREEMENT.

ARTICLE 22 - SUCCESSORS AND ASSIGNS

OWNER and CONSULTANT each binds itself and its successors, executors, administrators, permitted assigns, legal representatives and, in the case of a partnership, its partners, to the other party to this AGREEMENT and to the successors, executors, administrators, permitted assigns, legal representatives, and partners of such other party in respect to all provisions of this AGREEMENT.

ARTICLE 23 - ASSIGNMENT

Neither OWNER nor CONSULTANT shall assign any rights or duties under this AGREEMENT without the prior written consent of the other party; provided, however, CONSULTANT may assign its rights to payment without OWNER'S consent. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this AGREEMENT. Nothing contained in this Article shall prevent CONSULTANT from engaging independent CONSULTANTS, associates, and subcontractors to assist in the performance of the SERVICES.

ARTICLE 24 - NO THIRD PARTY RIGHTS

The SERVICES provided for in this AGREEMENT are for the sole use and benefit of OWNER and CONSULTANT. Nothing in this AGREEMENT shall be construed to give any rights or benefits to anyone other than OWNER and CONSULTANT.

IN WITNESS WHEREOF, OWNER and CONSULTANT have executed this AGREEMENT. The parties agree that they may conduct the transaction by electronic means and hereby state that electronic signature is valid and shall have the same force and effect as an original signature.

DATED this ____ day of _____, 2024.

The City of Norman
(OWNER)

Garver, LLC
(CONSULTANT)

Signature _____

Signature 

Name _____

Name J. Bret Cabbiness, P.E.

Title _____

Title Sr. Project Manager

Date _____

Date 3-19-24


Attest:

Attest:

City Clerk


Secretary

Approved as to form and legality this 4 day of April 2024.


City Attorney

Signatory Notarization

STATE OF Oklahoma , COUNTY OF Cleveland , SS:

Before me, the undersigned, a Notary Public in and for said J. Bret Cabbiness, PE of Garver , its Sr. Project Manager , to me known to be the identical person(s) who executed the foregoing City of Norman Contract K-2324-155 and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

WITNESS my hand and seal this 26 day of March , 20 24.

My Commission Expires: 3/22/27



Notary Public: Lisa Nipper

ATTACHMENT A SCOPE OF SERVICES

Article 3 of the AGREEMENT is amended and supplemented to include the following agreement of the parties. CONSULTANT shall, except as otherwise provided for herein, furnish all Engineering services, labor, equipment, and incidentals (SERVICES) as required for this AGREEMENT.

DESCRIPTION OF PROJECT

The CONSULTANT is to provide SERVICES in connection with providing engineering services for the Bridge Maintenance Bond Projects for the City of Norman, Oklahoma. The project is the development of a new bridge, roadway, hydrology & hydraulic design, utility relocation coordination, Right-of-Way mapping, traffic engineering, final construction plans and specifications, bidding, and limited construction administration services for the Porter Avenue Bridge over Little River.

PORTER AVENUE OVER LITTLE RIVER

PROJECT OBJECTIVE

The general scope of work is to replace the existing bridge for Porter Avenue over Little River on the existing section line alignment. This includes all engineering services required for the preparation of preliminary and final construction plans, specifications and bid documents in accordance with the requirements of the City of Norman, ODOT and the American Association of State Highway and Transportation (AASHTO) and provide technical assistance throughout the design of the project. The scope of work will include all meetings, on-site reviews, hydrologic and hydraulic analyses, environmental studies, geotechnical investigations, bridge design, and roadway design, culminating in the delivery of final construction Plans, Specifications and Estimates (PS&E).

PREVIOUS PROJECT STUDIES

Garver previously studied the project under Contract K-2223-49, and a Preliminary Engineering Report (PER) was submitted to the City of Norman. The report outlined bridge replacement alternatives and associated impacts for the project. The City of Norman selected Alternative 6 as the preferred alternative, a 1,500-foot main channel bridge.

PROJECT EXTENTS

The project is located approximately 0.47 miles north of the Porter Avenue/Tecumseh Road intersection in Cleveland County. The approximate total length of the PROJECT is three thousand five hundred feet (3,500 linear feet).

PROJECT EXCEPTIONS

There are no anticipated construction exceptions within the PROJECT extents.

DESIGN SERVICES

The following design services shall align with the tasks set forth in **Attachment C – Compensation**.

A. Bridge Design

The Consultant will prepare complete detailed plans for the construction of one bridge over the Little River and the flood plain. The proposed bridge will be a conventional fifteen (15) span prestressed beam bridge (15-100’ spans). The bridge will be a non-skewed structure constructed on a horizontal tangent alignment.

The bridge typical section will carry two (2), eleven and a half-foot (11.5’) driving lanes with two (2), eight-foot (8’) shoulders/bike lanes, on each side. Additionally, one (1), ten-foot (10’) sidewalk will be provided on the west side of the bridge that is separated from traffic through use of a barrier. The overall bridge clear width will be thirty-nine feet (39’) and the overall bridge width will be approximately fifty-two feet (52’) wide. Staged construction is not anticipated.

The bridge substructure will consist of conventional bridge abutments and piers. The abutments will be supported on steel piling that is embedded a minimum of 2-ft into bedrock. The piers will be supported by drilled shafts that are embedded a minimum of two diameters into bedrock.

Anticipated sheets include:

- Summary of Pay Quantities and Notes
- General Plan and Elevation
- Staking Diagram and Itemized Quantities
- Foundation Report Sheets
- Abutment Details
- Pier Details
- Superstructure Details
- Approach Slab Details
- Drains at Ends of Bridge

Final design plans will be in accordance with AASHTO LRFD Bridge Design Specifications, Latest Edition, the City of Norman’s Comprehensive Transportation Plan, and current ODOT/City of Norman policies/procedures provided to the Consultant.

B. Roadway Design

The roadway design will follow the recommendations of the City of Norman’s Comprehensive Transportation Plan (CTP) for a Minor Urban Arterial. It will extend approximately two thousand five hundred feet (2,500’) from Bandera Trail North to approximately three-hundred feet (300’) past the end of the bridge. This project does not include intersection improvements at Porter Avenue and Franklin Road. All existing driveways will be tied back into the new roadway. The proposed roadway will be a curb and gutter section with two (2) eleven and a half-foot (11.5’) lanes and two (2), eight-foot (8’) shoulders. The overall roadway width will be thirty-nine feet (39’) wide. A ten-foot (10’) side path will be added to accommodate active transportation on the west side of the roadway, behind the back of curb. With a curbed roadway section, storm sewer will be required to provide proper roadway drainage.

The pavement typical section will follow the City of Norman standard drawing detail for an asphalt pavement to match the existing roadway material. The pavement design will be confirmed by the geotechnical engineer for completeness.

Due to the average daily traffic (ADT), the anticipated adjustment in the roadway’s profile grade and overall project constructability, we will recommend the existing road be closed to through traffic during construction. This will allow for a shorter construction duration which in turn save the city money. Accommodating detour routes are available with existing section line roads along 12th Avenue NW (west) and 12th Avenue NE (east).

C. Geotechnical Investigations and Design

The geotechnical investigations and design will be performed by a subconsultant. The geotechnical services include the following:

- 1. Pavement Design
- 2. In-Place Soil Survey (5 Borings) with D50 measurement
- 3. Bridge Subsurface Explorations (16 Borings)
- 4. Embankment Study (2 Borings)

D. Hydraulics

- 1. Hydraulic Analysis

The existing conditions two-dimensional (2D) hydraulic model developed during the PER study will be updated to reflect any changes that Garver is made aware of since the development of the PER study.

Using the existing conditions 2D hydraulic model as a base condition, the model will be modified to analyze the preferred 1500’ 15-span bridge alternative. This scope does not include detailed analysis of more than one proposed alternative, but additional alternatives may be analyzed as “Additional Services” using a supplemental agreement.

Garver will also develop a one-dimensional (1D) model based on the FEMA effective hydraulic model to demonstrate that there is no adverse impacts caused by the proposed bridge using the 1D modeling techniques used by FEMA to develop the effective floodplain mapping. Garver will develop a “natural” conditions 1D model to compare the backwater of the proposed bridge to a condition assuming there is no existing roadway crossing. This condition will require a 1D model due to limitations of not being able to model the topography of the ground in pre-development conditions.

- 2. Scour Analysis

A scour analysis will be performed in accordance with Federal Highway Administration (FHWA) HEC-18 guidelines.

- 3. Hydraulics Report

A hydrology and hydraulics report will be prepared to document the methods and results of the hydrology and hydraulics study. This report will include the hydraulic results associated with the proposed bridge as it compares to the existing conditions and will follow the ODOT Bridge Hydraulics Report standard format. This report will be submitted as a draft with the 30% plans and a final version will be submitted with the final plans deliverable.

- 4. Floodplain Permit Application Coordination

Garver will prepare documentation for a no-rise certification and floodplain development permit to be submitted to the city Floodplain Committee. Garver will attend up to one in-person Floodplain Committee conference to present the results of the hydraulic analysis. Additional public meetings may be considered as Extra Work as discussed in section 8.

E. Environmental

The scope of work consists of environmental studies to support Section 404 permitting of the replacement of the existing bridge on Porter Avenue over Little River in the City of Norman. These services will be included if construction activity will occur with the ordinary high water mark of the Little River. Note that a NEPA document is not included in the scope of work, but has been included under Conditional Services The specific services to be provided are described below:

1. **Property Owner Notification**
Garver shall identify the owner names and addresses of the properties within the study footprint from the Cleveland County Assessor. Garver shall prepare a letter notifying the owners of the project and the intent to perform environmental investigations. The letter will be prepared for the City of Norman signature. Once signed, Garver will mail the letter to all private landowners within the study area. No field studies will be performed until at least two weeks after letters are mailed.

2. **Cultural Resources Survey**
A cultural resources professional who meets or exceeds the Secretary of the Interior’s Standards for archaeology and architectural history as defined in 36 CFR 61 will perform a cultural resources survey of the project study area to determine if there is an effect on any property eligible for or listed in the National Register of Historic Places. Garver will prepare a report for the USACE to use to complete their Section 106 consultation requirement.

3. **Wetland Delineation**
A professional trained in wetland delineations will review the project and determine if any wetlands and other waters of the U.S. will be impacted. If wetlands and/or other jurisdictional waters are identified, they will be delineated in the field with a sub-meter GPS unit, documented in a report, and shape files of the jurisdictional areas will be provided. The report will be submitted to the U.S. Army Corps of Engineers (USACE) with the Section 404 permit application (see Section 6).

4. **Threatened & Endangered Species Assessment**
Garver will conduct a review of the project’s potential impacts on federally listed threatened and endangered species according to U.S. Fish and Wildlife Service (USFWS) procedures for federal projects. This review will include a field assessment for the presence of habitat for all federally-listed species within the project area and documentation of the presence of habitat and the potential effects in a report. The report will be submitted to the USFWS via the on-line review portal and the results will be submitted to the USACE with the Section 404 permit application (see Section 6).
 - a) **Bald & Golden Eagle Assessment**
 - a. Garver will review the proposed action and determine if the action is in compliance with the Bald and Golden Eagle Protection Act.
 - b) **Migratory Bird Assessment**
 - a. Garver will review the proposed action and determine if the action is in compliance with the Migratory Bird Treaty Act and if the action has been planned in such a way to avoid the active nesting season of migratory birds. This is typically achieved through plan notes and scheduling.

5. **NRCS & Norman Area Land Conservancy Coordination**
Garver will coordinate with the appropriate NRCS office and the Norman Area Land Conservancy if there are any impacts to the Natural Resources Conservation Service (NRCS) Farm and Ranch Lands Protection Program easement that crosses the study area. The easement must remain within agricultural production and cannot be acquired through condemnation. A formal request will be made to the easement holder (Norman Area Land Conservancy) if impacts are unavoidable.

6. Clean Water Act Section 404 Permit Application
Garver will prepare a Section 404 Permit pre-construction notification (PCN) for the project.

7. Project Management
Garver shall attend two virtual meetings with the City of Norman to discuss the project and any issues that may arise.

F. Survey and Right-of-Way Documents

Additional survey will be obtained for final design. Surveying shall be in accordance with the minimum standards for land surveying as stipulated by the Oklahoma State Board of Professional Engineers and Land Surveyors. The surveyor shall provide all Landowner Notifications prior to conducting any field work. Tract ownerships are to be based on observable evidence and reasonable public record research. Ownerships shown will not be conclusive to actual land title certificates.

1. Topographic Survey

The surveyor shall:

- a. Establish horizontal and vertical control within the project limits necessary to collect all topographic and planimetric features, boundaries, Right-of-Way/easement in formation, and to serve as survey control for construction staking by the Construction Contractor.
- b. Provide field surveying to develop existing roadway cross sections at 50' intervals as well as intersections and driveways through the project.
- c. Create contours and digital terrain model from the collected data to support the design.
- d. Collect topographic data including, but not limited to, surface features such as utilities, signs (including type and reference marker, if any), headwalls, retaining walls, curb and grate inlet locations, pipe and box culvert flowlines, driveway locations and profile, and other pertinent data.
- e. Horizontal survey datum will be reference to the City of Norman Survey Control Network which is based on the Oklahoma State Plane Coordinate System, South Zone. The vertical survey datum will be referenced to the NAVD88. The ground/grid combined scale factor shall be computed for the project and noted on survey sheets.
- f. Establish adequate monumentation for construction staking including horizontal control points and vertical benchmarks. The monumentation shall cover the project area with inter-visible control points set on prominent ground, avoiding short back sights. Points should be set where likelihood of disturbance by construction is minimized. Primary control should be brass cap in concrete. Secondary control should be iron pins with plastic cap identifying the survey company when practical.

2. Utility Locates

- a. The surveyor shall contact the Oklahoma One Call System ("OKIE811") via the "Web Ticket" system and maintain records of reported utility holders. Information on utility holders received from OKIE shall be shown on plan sheets. Utility drawings based on surface features, nagging, and records drawings shall be included in the plan sets. Any additional information received directly from the utility

companies shall be included in the plan sets and identified.

- b. The surveyor shall provide field measured depths (potholing) for up to ten (10) buried utilities field marked by the Oklahoma One Call System (“OKIE811”). The field measurements shall include utility size, pipe and/or conduit material type, vertical (top of pipe) elevation and horizontal location, at appropriate points along the project length including, but not limited to side drains, cross drains, creek crossings, intersecting streets and driveways.

3. Landowner Notifications

4. Survey Data Sheets

- a. The surveyor shall develop survey data and information in a format suitable to be incorporated into the Final Plan Set. The survey sheets shall be signed and sealed by a Licensed Surveyor in the State of Oklahoma and shall be submitted to the owner for review no later than the 30% Design Submittal Milestone. The survey sheets shall include contours and boundary information.

G. Right-of-Way Acquisition

It is anticipated that some additional right-of-way will be required for this project. The consultant will prepare the Right-of-Way plans, legal descriptions, and instruments of conveyance for partial and total take parcels in accordance with the ODOT “Right-of-Way Specifications Manual and Associated Materials.”

1. R/W Acquisition Plans
2. R/W Acquisition Property Legal Descriptions
3. Ownership Information
4. Tract ownerships are to be based on observable evidence and reasonable public record research. Ownerships shown will not be conclusive to actual land title certificates.

H. Utility Relocation Coordination

The consultant will work with the owner’s Utility Coordinator to ensure that all required utility relocations are consistent with project requirements and performed in a timely manner.

1. Utility Map (color-coded)
2. Maintain a color “Utility Relocation Map” showing existing and relocated utilities.
3. Utility Relocation Coordination
4. Coordinate with each individual utility company. Be persistent in requesting timely relocation plans and relocation activities.
5. Utility Meetings
6. Conduct up to two (2) individual meetings with each utility company to verify existing utilities and relocation plans.
7. Utility Relocation Plan Review
8. Review utility relocation plans for compatibility with project design.
9. Utility Relocation Design
10. Utility Relocation Design of owner-owned utilities can be added via an amendment to this agreement. owner has water lines near the project area, but it is not known if their relocation will be required.

I. Bidding Services

The City will prepare the bid package, advertise and open the bids for the project. The consultant will assist the City with the bidding process by providing support to address questions brought up by contractors prior to bid. The consultant will also attend one (1) pre-bid conference for this project and assist the city with any presentations for that meeting.

J. Limited Construction Services

The consultant will assist the City during the construction phase, including assistance with material submittal reviews and shop drawing reviews.

K. Conditional Services

The city has requested that scope of work items that may or may not be utilized for this project be placed under the header of “conditional services”.

1. Project Permitting

This section will include project permitting as it relates to; participation in a public meeting related to permitting regulations if required for federal funding alternatives; general consulting for federal funding applications; the need for preparation of a FEMA Conditional Letter of Map Revision (CLOMR); developing a NEPA document, reformatting environmental reports; and

Specifically for the public meeting, the consultant will be responsible for facilitating and assisting the city in conducting and documenting one (1) Public Meeting associated with the project. The city will prepare and publish the required public notice advertisement and notify the Mayor and all city council members of the scheduled meeting. Specifically, the consultant will perform the following tasks:

- a. Conduct the required public meeting
- b. Prepare a PowerPoint presentation and submit to owner at least 10 days prior to public meeting and revise as requested
- c. Attend and present at the public meeting as requested by the owner
- d. Prepare responses to questions raised at the public meeting
- e. Prepare meeting minutes
- f. Prepare various meeting exhibits

2. Limited Construction Assistance

This section will include limited construction assistance as it relates to; assistance with Request for Information (RFI) responses, attendance at monthly construction progress meetings (anticipate eight meetings), review of pay applications and change order requests.

3. Construction Management and Inspection Services

During the construction phase of work, Garver’s Resident Project Representative will accomplish the following:

- a. Attend progress/coordination meetings with the Owner/Contractor.
- b. Maintain a file of quantities incorporated into the work, a set of working drawings and prepare and furnish record drawings.
- c. Provide full-time Resident Construction inspection services for the 330-calendar-day construction contract performance time.

- d. Provide part-time Resident Engineering Services when required; including, but not limited to, engineering oversight and contract administration for any change order preparation and processing.
- e. Keep daily work reports which note hours worked on the project site, weather conditions, list of visitors, and number of men and type of equipment working.
- f. Coordinate and schedule materials testing and review testing reports.
- g. Participate in final project inspection, prepare punch list, review final project closing documents, and assist with the final pay request.

The contract will require full-time inspection with the project governed by ODOT 2019 Standard Specifications. Garver anticipates that this inspection will be addressed with a single Resident Project Representative, with additional inspection manpower only if required. The proposed fee is based on approximately 10 hours per day, 5 days per week, during the 330-calendar-day construction contract performance time. If the construction time extends beyond the time established in this agreement or if the Owner wishes to increase the time or frequency of the inspection, the Owner will pay Garver an additional fee agreed to by the Owner and Garver.

In performing construction inspection services, Garver will endeavor to protect the Owner against defects and deficiencies in the work of the Contractor(s); but Garver cannot guarantee the performance of the Contractor(s), nor be responsible for the actual supervision of construction operations or for the safety measures that the Contractor(s) takes or should take. However, if at any time during construction Garver observes that the Contractor’s work does not comply with the construction contract documents, Garver will notify the Contractor of such non-compliance and instruct him to correct the deficiency and/or stop work, as appropriate for the situation. Garver will also record the observance, the discussion, and the actions taken. If the Contractor continues without satisfactory corrective action, Garver will notify the Owner immediately, so that appropriate action under the Owner’s contract with the Contractor can be taken.

The following items are not included under this agreement but will be considered as extra work:

- a. Surveying services.
- b. Construction materials testing
- c. Services after construction, such as warranty follow-up, operations support, etc.
- d. Full-Time Resident Engineering

Extra Work will be as directed by the Owner in writing for an additional fee as agreed upon by the Owner and Garver.

MEETINGS

The CONSULTANT shall schedule monthly design progress meetings or conference calls with the OWNER to discuss current project status, upcoming milestones, and any issues arising on the project.

DESIGN CRITERIA

The design and plans shall conform to current (at the time of bidding) Federal, State of Oklahoma, City of Norman, and American Association of State Highway and Transportation Officials (AASHTO) policies and standards unless modified in writing at the direction of the OWNER.

DELIVERABLES

The CONSULTANT shall provide monthly project status updates that include (but are not limited to) opinion of probable cost updates, schedule updates, action items, and the anticipated submittal date for upcoming milestones. CONSULTANT shall make available all design calculations upon request. CONSULTANT shall complete thorough quality control reviews prior to the submittal of all deliverables.

A. Design Plans – 30/60/90/Final Plans Milestone Schedule

1. Plan Requirements

CONSULTANT shall provide and submit the required number of plan sets to complete the PROJECT. Electronically submitted plans shall be 22 x 34-inches (full size) in PDF file format. Work in progress sets and progress meeting sets will be 11 x 17-inches (half-size) only and are included in this AGREEMENT.

2. Preliminary (30%) Plans and Design Analysis

The 30% Preliminary Design Submittal should include, but is not limited to, the following (some items may not be applicable to every project):

- 30% ODOT Plans Checklist
- Title Sheet (with sheet index and standard drawings listed)
- Typical Section/Detail Sheet
- Plan and Profile Sheets
- Preliminary Estimate of Earthwork
- Bridge General Plan and Elevation
- Bridge Typical Substructure
- Bridge Typical Section
- Survey Data Sheets including Utility Data Sheets
- Opinion of Probable Cost
- Updated Design Schedule

3. 60% Plans

The 60% Preliminary Design Submittal should include, but is not limited to, the following (some items may not be applicable to every project):

- 60% ODOT Plans Checklist
- Title Sheet (with sheet index and standard drawings listed)
- Typical Section/Detail Sheet
- Drainage Map
- Drainage Design Details and Calculation Tables
- Storm Water Management Plan
- Plan and Profile Sheets
- Sign and Striping Sheets
- Signal Plans
- Demolition Sheets
- Estimate of Earthwork

- Bridge General Plan and Elevation
- Bridge Typical Substructure
- Bridge Typical Section
- Survey Data Sheets including Utility Data Sheets
- 404 Worksheets
- Preliminary Cross Sections
- Preliminary Construction Sequencing (to determine Right-of-Way requirements)
- Opinion of Probable Cost
- Updated Design Schedule

4. Right-of-Way Documents

- 65% ODOT Plans Checklist
- Right-of-Way Plans with:
 - Owner Name & Information
 - Book and Page Information, if applicable
 - Easements with Book and Page Information
 - Parcel Numbers
 - Dimensions
 - Overall Parcel Map
- Legal Descriptions with:
 - Written Descriptions
 - Exhibits

5. Final (90%) Plans

The 90% Design Submittal should include, but is not limited to, the following (some items may not be applicable to every project):

- 90% ODOT Plans Checklist
- Title Sheet
- Typical Section/Detail Sheet
- Pay Item Lists and Notes
- Summary Sheets
- Storm Water Management Plan
- Erosion Control Sheets
- Plan and Profile Sheets
- Signing and Striping Sheets
- Signal Plans
- Lighting Sheets
- Demolition Sheets
- Final Estimate of Earthwork
- Bridge Details
- Survey Data Sheets including Utility Data Sheets
- 404 Worksheets
- Final Cross Sections
- Detail Sheets
- Environmental Mitigation Notes
- Sequence of Construction & Traffic Control Plans

- Opinion of Probable Cost
- Updated Design Schedule

6. Plans, Specifications, and Estimate (PS&E) Submittal

The 100% Final Design Submittal should include, but is not limited to, the following (some items may not be applicable to every project):

- 100% ODOT Plans Checklist
- Title Sheet
- Typical Section/Detail Sheet
- ODOT Pay Item Lists and Notes
- Summary Sheets
- Storm Water Management Plan
- Erosion Control Sheets
- Plan and Profile Sheets
- Signing and Striping Sheets
- Signal Plans
- Lighting Sheets
- Demolition Sheets
- Final Estimate of Earthwork
- Bridge Details
- Survey Data Sheets including Utility Data Sheets
- 404 Worksheets
- Final Cross Sections
- Detail Sheets
- Environmental Mitigation Notes
- Sequence of Construction & Traffic Control Plans
- NOI Form (if applicable)
- Special Provisions Form
- ROW and Utilities Affidavit
- Final Opinion of Probable Cost – in required format
- Bid Documents and/or Documentation as required by OWNER or bidding agency
- Final Design Calculations shall be made available upon request

7. Environmental Deliverables

- Cultural Resources Survey
- Wetland and Stream Delineation Report
- Threatened and Endangered Species Assessment Report & USFWS Review Package
- Section 404 Permit PCN

ADDITIONAL SERVICES NOT INCLUDED

- Compensatory mitigation requirements and coordination if required by the Section 404 permit
- Construction surveying or surveying for as-built conditions.
- Property Acquisition
- Right-of-Way Appraisals -Negotiations & Acquisitions
- Utility Relocation Design of OWNER-owned Water Lines

- Utility Relocation Design of OWNER-owned Sanitary Sewer

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**ATTACHMENT B
 PROJECT SCHEDULE**

ARTICLE 4 of the AGREEMENT is amended and supplemented to include the following agreement of the parties.

It is understood and agreed that the date of beginning, rate of progress, and the time of completion of SERVICES under this AGREEMENT are essential provisions of this AGREEMENT. It is further understood and agreed that the SERVICES under this AGREEMENT shall commence upon execution of the AGREEMENT between the AUTHORITY and the CONSULTANT and after receipt of a written Notice to Proceed from the CONSULTANT. The parties mutually agree that time is of the essence in the performance of this AGREEMENT in order for the AUTHORITY to take advantage of existing funding. The CONSULTANT agrees to provide SERVICES for each phase of the PROJECT as stated in **Attachment A - Scope of Services**, in accordance with the time frame as stated below:

Porter Avenue Bridge Replacement over Little River Schedule

TASK MILESTONE	ANTICIPATED COMPLETION DATE
Notice to Proceed	April 2024
Preliminary Plans 30% Complete (Preliminary Plan Submittal)	October 2024
65% Plan-in-Hand (R/W & Utility Submittal)	September 2025
ROW Acquisition Documents Final	December 2025
Final Plans 95% Complete (Final Plan Submittal)	July 2026
Plans, Specifications and Estimate (P,S,& E) Submission	November 2026

The parties further agree that the CONSULTANT will meet this schedule using standards and procedures for their submissions consistent with those currently used by Engineers/Surveyors practicing in Oklahoma. This schedule excludes the governing agency review time (except as provided above) and any time lost while the CONSULTANT is waiting for direction either by a government agency or the AUTHORITY, and any excusable delays as described in ARTICLE 15 of the AGREEMENT.

Dates indicated are dependent upon timely review by the AUTHORITY, environmental clearance, Right-of-Way acquisitions, utility relocations and other factors beyond direct control of the CONSULTANT.

ATTACHMENT C COMPENSATION

ARTICLE 5 of the AGREEMENT is amended and supplemented to include the following agreement of the parties.

The CONSULTANT agrees to perform the SERVICES identified in **Attachment A - Scope of Services**, in accordance with the limitations and conditions set forth in the AGREEMENT. The AUTHORITY agrees, in accordance with the limitations and conditions set forth in the AGREEMENT to pay an amount not to exceed \$1,508,638.00 unless changed or modified by a mutually executed contact amendment between the AUTHORITY and the CONSULTANT.

The AUTHORITY shall pay the CONSULTANT for completion of the SERVICES of each task identified in **Attachment A - Scope of Services**, in accordance with the amounts stated below:

Porter Avenue Bridge Replacement over Little River Fees – Basic Services

Project Design Fees	
Task 1 – Design Survey	\$ 18,344.00
Task 2 – Geotechnical Investigation & Design	\$275,654.00
Task 3A – Preliminary Construction Plans (30% Complete)	\$ 116,710.00
Task 3B – Right-of-Way Plans (65% Complete)	\$ 105,554.00
Task 3C – Final Plans, Specifications, & Estimate (PS&E, 100% Completion)	\$ 288,624.00
Task 4 – Environmental & Permitting	\$ 47,963.00
Task 5 – Hydrology & Hydraulics	\$80,920.00
Task 6 – Right-of-Way Acquisition Support	\$ 8,588.00
Task 7 – Utility Relocation Coordination	\$ 19,348.00
Task 8 – Bidding and Limited Construction Services	\$ 74,027.00
Total Design Fees	\$1,035,732.00

Porter Avenue Bridge Replacement over Little River Fees – Conditional Services

Project Design Fees	
Task 1 – Permitting & Limited Construction Assistance	\$ 25,826.00
Task 2 – Construction Management & Inspection	\$447,080.00
Total Design Fees	\$472,906.00

Payment claims or invoices for incremental work completed on each task may be submitted by the CONSULTANT to the AUTHORITY for prompt payment on a monthly basis.

Final payment shall not be deemed to waive any rights or obligation of the AUTHORITY or the CONSULTANT to this AGREEMENT.

**ATTACHMENT D
OWNER'S RESPONSIBILITIES**

Article 6 of the AGREEMENT is amended and supplemented to include the following agreement of the parties.

1. OWNER shall furnish to CONSULTANT all available information pertinent to PROJECT including previous reports, and any other data relative to design and construction of PROJECT.
2. OWNER shall be responsible for all permit fees.
3. OWNER shall examine all studies, reports, sketches, estimate specifications, plan drawings, proposals and any other documents presented by the CONSULTANT and render in writing decisions pertaining thereto within a reasonable time so as not to delay SERVICES of CONSULTANT.
4. OWNER shall designate in writing a person to act as its representative in respect to the work to be performed under this AGREEMENT, and such person shall have complete authority to transmit instructions, receive information, interpret, and define OWNER's policies and decisions with respect to materials, equipment, elements, and systems pertinent to the services covered by this AGREEMENT.
5. OWNER shall provide for meeting facilities (or arrange for meeting facilities) for all PROJECT meetings with OWNER or Public Meetings in connection with PROJECT.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM) **Item 16.**

3/20/2024

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

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

PRODUCER Stephens Insurance, LLC 111 Center Street, Suite 100 Little Rock, AR 72201 www.stephensinsurance.com	CONTACT NAME: Kathy Jones PHONE (A/C No. Ext.): 501-377-8502 FAX (A/C No.): E-MAIL ADDRESS: kathy.jones@stephens.com													
	<table border="1"> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A: Phoenix Insurance Company (A++XV)</td> <td>25623</td> </tr> <tr> <td>INSURER B: Charter Oak Fire Insurance Company (A++XV)</td> <td>25615</td> </tr> <tr> <td>INSURER C: Farmington Casualty Company (A++XV)</td> <td>41483</td> </tr> <tr> <td>INSURER D: Travelers Property Casualty Co of Amer (A++ XV)</td> <td>25674</td> </tr> <tr> <td>INSURER E: Starr Surplus Lines Insurance Company (A XV)</td> <td>13604</td> </tr> <tr> <td>INSURER F: Tokio Marine Specialty Insurance Company (A++XV)</td> <td>23850</td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Phoenix Insurance Company (A++XV)	25623	INSURER B: Charter Oak Fire Insurance Company (A++XV)	25615	INSURER C: Farmington Casualty Company (A++XV)	41483	INSURER D: Travelers Property Casualty Co of Amer (A++ XV)	25674	INSURER E: Starr Surplus Lines Insurance Company (A XV)	13604	INSURER F: Tokio Marine Specialty Insurance Company (A++XV)
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INSURER F: Tokio Marine Specialty Insurance Company (A++XV)	23850													

COVERAGES **CERTIFICATE NUMBER:** 79153409 **REVISION NUMBER:**

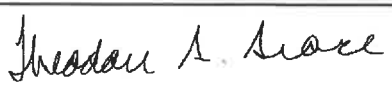
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSP. WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input checked="" type="checkbox"/> OTHER: -0- Deductible		P-630-1G052988-PHX-23	7/1/2023	7/1/2024	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY		810-1N886537-23-43-G	7/1/2023	7/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
D	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10000		CUP-6J09853A-22-43	7/1/2023	7/1/2024	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y <input checked="" type="checkbox"/> N N/A If yes, describe under DESCRIPTION OF OPERATIONS below		UB-7K425966-22-43-G	7/1/2023	7/1/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E	Professional Liability- Claims Made		1000634123231	7/1/2023	7/1/2024	Each Claim & Aggregate \$2,000,000
F	Contractor's Pollution Liability		PPK2572628	7/1/2023	7/1/2024	Occurrence & Aggregate \$2,000,000
	Maritime Employer's Liability *		PSR083745	7/1/2023	7/1/2024	Combined Single Limit \$1,000,000
	Underwriter at Lloyds NAIC AA-1122000					

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

See Attached
 RE: Contract No.: K-2324-155/ Garver Project: T03-2302191

Full Prior Acts applies under the Starr Professional Liability policy shown above.

CERTIFICATE HOLDER Contract No.: K-2324-155/ Garver Project: T03-2302191 City of Norman Streets Program Manager P.O. Box 370 Norman OK 73070	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE  Ted Grace
--	--

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ADDITIONAL REMARKS SCHEDULE

AGENCY Stephens Insurance, LLC		NAMED INSURED Garver, LLC 8501 N Classen Blvd, Suite 200 Oklahoma City OK 73116	
POLICY NUMBER P-630-1G052988-PHX-23			
CARRIER Phoenix Insurance Company (A++XV)	NAIC CODE 25623	EFFECTIVE DATE: 7/1/2023	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability (03/16)

HOLDER: City of Norman Streets Program Manager

ADDRESS: P.O. Box 370 Norman OK 73070

The following policy endorsements apply to the Certificate Holder and other named person or organization if you have agreed in written contract:

Certificate Holder is an Additional Insured on the General Liability if required by written contract per Blanket Endorsement CGD414 & CGD246 on a Primary & Non-contributory basis and includes Completed Operations.

Certificate Holder is an Additional Insured on a Primary & Non-contributory basis per Blanket Auto Endorsement CAT474.

Certificate Holder is an Additional Insured under the Umbrella policy on a Primary & Non-contributory basis per the follow form wording.

Waiver of Subrogation applies in favor of the Certificate Holder under the General Liability by Blanket Endorsement CGD379.

Waiver of Subrogation applies in favor of the Certificate Holder under the Automobile by Blanket Endorsement CAT353.

Waiver of Subrogation applies under the Umbrella per follow form wording if required by written contract.

Waiver of Subrogation applies in favor of the Certificate Holder under the Worker's Compensation by Blanket Endorsement WC000313. Form WC420304 Texas. Form WC9903J9 Kansas. WC430305 Utah.

Waiver of Subrogation applies in favor of the Certificate Holder under the Professional Liability. This is provided within the Starr Professional Liability policy form.

30 day notice will be provided to the Certificate Holder in the event of Cancellation, Non-renewal, Material Change per Blanket Endorsement ILT804-General Liability & ILT354 (03/98) on the Automobile.

Notice of Cancel, Non-renewal, Material Change will be sent per WC Blanket Endorsement WC9906R5.

Notice of Cancel, Non-renewal and Reduction of Limits will be provided by the Professional Liability Carrier per Blanket Endorsement.

Notice of Cancel for non-payment of premium is provided if Certificate Holder is specifically endorsed to the Professional Liability policy (Endt to be attached with this certificate if applicable).

*** (Notice of Cancel for non-payment of premium will not be provided to the Certificate Holder by Travelers Ins. Co. (applies to the General Liability, Automobile Liability and Umbrella policies).

Valuable Papers is provided under policy P-630-1G052988-COF-22 shown above with a limit of \$500,000.

General Liability policy form CGT001 includes Severability (Separation) of Interest (Insured's) Clause and includes Work within railroad by endorsement CG D3 79.

Worker's Compensation Policy includes coverage for USL&H exposures without endorsement to the policy per endorsement WC000106.

AGENCY CUSTOMER ID: _____

Item 16.

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page ____ of ____

AGENCY Stephens Insurance, LLC		NAMED INSURED Garver, LLC 6501 N Classen Blvd, Suite 200 Oklahoma City OK 73116	
POLICY NUMBER P-630-1G052988-PHX-23		EFFECTIVE DATE: 7/1/2023	
CARRIER Phoenix Insurance Company (A++XV)	NAIC CODE 25623		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability (03/16)

HOLDER: City of Norman Streets Program Manager

ADDRESS: P.O. Box 370 Norman OK 73070

Cyber Policy W35352230101 with Syndicate 2623/623 at Lloyds, eff. 7/1/23-7/1/24 Limits \$5,000,000 Data & Network Liability.

List of WC Carriers by State:

Sub Carrier NAIC# AM Best State(s)

Farmington Casualty Company 41483 A++ XV AL, AR, KS, MO

The Travelers Indemnity Company of Connecticut 25682 A++ XV AZ, GA, KY, NE, WI

Travelers Property Casualty Company of America 25674 A++ XV CA, CO, FL, IN, MN, OH, OR, UT, WA

Travelers Casualty and Surety Company 19038 A++ XV CT, NY, TN, VA

The Travelers Indemnity Company of America 25666 A++ XV IL, MI

The Phoenix Insurance Company 25623 A++ XV LA

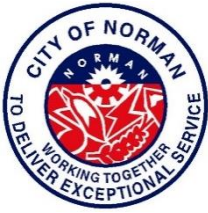
The Charter Oak Fire Insurance Company 25615 A++ XV MD, PA

The Travelers Indemnity Company 25658 A++ XV MS, NM, NC, SC

The Standard Fire Insurance Company 19070 A++ XV OK, TX

File Attachments for Item:

17. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT AND/OR POSTPONEMENT OF CONTRACT K-2324-161: A FINANCIAL SERVICES AGREEMENT BY AND BETWEEN THE NORMAN TAX INCREMENT FINANCE AUTHORITY AND COALIGN GROUP, L.L.C., TO AUTHORIZE THEIR CONTINUED SERVICES IN ANALYSIS OF THE PROPOSED UNIVERSITY NORTH PARK TAX INCREMENT FINANCE DISTRICT AS OUTLINED IN THE STAFF REPORT.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 04/09/2024

REQUESTER: Anthony Francisco, Director of Finance/NTIFA Treasurer

PRESENTER: Anthony Francisco, Director of Finance/NTIFA Treasurer

ITEM TITLE: CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT AND/OR POSTPONEMENT OF CONTRACT K-2324-161: A FINANCIAL SERVICES AGREEMENT BY AND BETWEEN THE NORMAN TAX INCREMENT FINANCE AUTHORITY AND COALIGN GROUP, L.L.C., TO AUTHORIZE THEIR CONTINUED SERVICES IN ANALYSIS OF THE PROPOSED UNIVERSITY NORTH PARK TAX INCREMENT FINANCE DISTRICT AS OUTLINED IN THE STAFF REPORT.

BACKGROUND:

Since the summer of 2023, the City of Norman has been in discussion with developers of the University North Park Planned Unit Development (UNP PUD), “Team Norman” (a coalition of the University of Oklahoma Foundation, the University of Oklahoma, The Norman Economic Development Coalition, Visit Norman, the Norman Chamber of Commerce), and other entities related to a proposed mixed-use development and “entertainment district” in the portion of UNP north of Rock Creek Road. Among the proposals is the formation of a Tax Increment Finance District, overlapping portions of the existing UNP TIF (City of Norman TIF #2) to provide supplemental public funding for the proposed mixed-use development in the “north half” of UNP.

In the summer of 2023, the Finance Department engaged the COAlign Group to assist with independent analysis of the financial components of the proposed new, overlapping UNP TIF (proposed City of Norman TIF #4). Principal members of the COAlign Group have decades of experience in the analysis of economic development proposals from the municipality’s viewpoint, and their services provided to the City to date have been exemplary. Much of the financial analyses presented to Council so far, in preliminary reviews of the Team Norman/UNP development proposal, were developed or reviewed by COAlign. Originally, it was expected that COAlign’s services would only be required for a few weeks, but as the negotiations with UNP and Team Norman developers have extended over months, COAlign’s services have also been extended.

The City Code, Section 12-203, requires Council approval of contracts with a valuation over \$50,000, and reporting of contracts with a value between \$25,000 and \$50,000. It is anticipated now that the value of the contractual services provided by COAlign will exceed \$25,000.

DISCUSSION:

The attached contract with the COAlign Group was signed in July, 2023 and amended in November, 2023. It is now anticipated the COAlign's services will extend through the negotiation and development of a potential Project Plan for UNP TIF 4, for Council's consideration. Contract K-2324-161 provides for services from COAlign through the development of the Project Plan and sets forth an amount, inclusive of the previous agreements, not to exceed \$100,000. Funds are available for these contractual services in the General Fund, Finance Department, Professional Services, Consultant (Account 10330301-44009).

RECOMMENDATION:

It is recommended that the City Council and Trustees of the Norman Tax Increment Finance Authority ratify Contract K-2324-161 with the COAlign Group, L.L.C., and authorize their continued services in analysis of the proposed University North Park Tax Increment Finance District (UNP TIF #4).



CATHY O'CONNOR
 Founder
cathy@coaligngroup.com
 P.O. Box 7031
 Edmond, OK 73083-7031
 (405) 590-7161

CONTRACT K-2324-161

March 28, 2024

Anthony Francisco, Finance Director
 City of Norman
 201 W. Gray Street
 Norman, OK 73069

Re: Consulting Engagement

Dear Mr. Francisco:

I am pleased to have the opportunity to assist the City of Norman (the "Company"), and to provide the requested consulting services to you. Thank you for this opportunity to assist you!

This letter agreement will confirm our understanding regarding the services I will provide and the terms under which I will provide those services. If you ever have any questions about any aspect of our relationship, please contact me so that any issues or concerns can be promptly addressed.

Scope of the Engagement

This engagement will be a continuation of our agreed-to services in our Letter Agreement dated July 31, 2023 and amended on October 30, 2023 (together included as Exhibit C). You have asked me to assist you in the evaluation of the investment and tax increment revenues related to the development of an entertainment district in the City of Norman, and any other services as may be agreed upon by the parties (collectively, the "Consulting Services"). An initial list of services is included as Exhibit A. The term of this Letter Agreement shall begin on the date hereof and continue until the 30th day following either party's written notice of termination to the other party (such period, the "Term").

Fees and Expenses

In consideration for the Consulting Services to be rendered by Consultant under this letter agreement, the Company will pay COAlign Group LLC ("Consultant") an initial fee of \$5,000 due upon execution of this agreement and an additional fee of \$5,000 per month during the contract

}

period, not to exceed \$100,000 towards the completion of the services outlined in Exhibit A (collectively, the "Consulting Fees").

In addition to the Consulting Fees described above, the Company shall reimburse Consultant for all reasonable expenses incurred by Consultant in connection with the performance of the Consulting Services to the extent such expenses are approved in advance by the Company.

Consultant acknowledges that it will receive an IRS Form 1099-MISC from the Company, and that it shall be solely responsible for all federal, state, and local taxes and shall indemnify the Company against all such taxes, including penalties and interest.


Termination

Either the Company or Consultant may terminate this Letter Agreement with or without cause at any time during the Term upon 30 calendar days' prior written notice to the other party. Following termination, the Company shall pay Consultant within thirty (30) days any amount outstanding of the Consulting Fees, following the date of termination and shall also reimburse Consultant for any expenses incurred by Consultant in connection with the performance of the Consulting Services under this letter agreement to the extent such expenses were approved in advance by the Company.

Miscellaneous

The terms and conditions described in Exhibit B attached hereto are incorporated herein by reference.

If the terms and scope of our engagement described in this letter are acceptable to you, please so indicate by signing below and returning a copy to me. I look forward to working with you!

Very truly yours,

Catherine O'Connor
Founder, COAlign Group LLC

ACCEPTED AND AGREED AS OF
April _____, 2024

City of Norman, Oklahoma

By: _____
Mayor, City of Norman
Chair, Norman Tax Increment Finance Authority

***Exhibit A:
Initial Projects and Services***

The projects and services the Consultant will provide are described in this Exhibit A and are incorporated into the letter agreement to which this Exhibit A is attached.

Entertainment District with Performance Venue, Norman Oklahoma

i. Initial Services

- a. Gathering background data from the University of Oklahoma foundation, UTC LLC, the Norman Economic Development Coalition, UNP, LLC, Rainier Development, Lincoln Property Company, Callison/RTKL and other potential development partners (together, the "Developers") and information to analyze the financial assumptions presented in support of a proposed Tax Increment Finance District to provide approximately \$170,000,000 in public facilities and infrastructure, assumed to be generated over a period of up to 25 years in the portion of the University North Park (UNP) development between Rock Creek Road, Tecumseh Street, Interstate 35 and the OU/Westheimer Airport property;
- b. Analysis of the potential incremental ad valorem taxes to be generated within the proposed development, given the previously-presented proposals (single-family and multi-family residential units; office/commercial facilities; retail/restaurant/commercial facilities; arena/performance venues; a Weather Museum/Entertainment facility; a fixed-based airport support operator facility) and background data generated;
- c. Analysis of the potential incremental sales taxes to be generated within the proposed development, given the previously-presented proposals (arena/performance venues; retail/restaurant/commercial facilities; a Weather Museum/Entertainment facility; a fixed-based airport support operator facility) and background data generated;
- d. Analysis of the potential leveraged State of Oklahoma incremental sales taxes to be generated within the proposed development, given the previously-presented proposals and background data generated;
- e. Analysis of the phasing of the construction of the proposed facilities given current market conditions and the resultant timing of the generation of incremental tax revenue; Identification of potential market partners for the generation of up-front construction financing, in advance of the receipt of incremental tax revenues, to construct the proposed public facilities.
- f. Analysis of the impact of the proposed development on existing commercial

and residential properties within University North Park and on existing residential and commercial developments throughout Norman.

- g. Prepare necessary reports about the tax increment revenues and Leverage Act revenues that may be available to support the development of the project and attend meetings of the Statutory TIF Committee and the City Council/Norman Tax Increment Finance Authority to present the findings contained in the report and answer questions.
- h. Provide advice, information, and analysis to assist with the preparation of the Project Plan document for the proposed tax increment district.

2. Documents To Be Provided by the Developer or Jointly Prepared

- a. Development Budget by Phase or Project
- b. Development Timeline by Phase or Project
- c. Sources of Funding for the Project and Uses
- d. Ten Year Operating Pro Forma that shows returns, debt service coverage
- e. Sales projections for each component of the project to calculate sales tax generated
- f. Number of Jobs to be created, Construction jobs and Permanent jobs
- g. Types of permanent jobs created by position

Exhibit B:
Standard Terms and Conditions

The standard terms and conditions described in this Exhibit B are incorporated into the letter agreement to which this Exhibit B is attached.

Independent Contractor Relationship

Consultant is an independent contractor hired by the Company. No other relationship is intended to be created between the parties, and this letter agreement shall not be construed to create any association, partnership, joint venture, employment, or agency relationship between Consultant and the Company for any purpose. Without limitation of the foregoing, Consultant shall not be an employee of the Company during the Term, and this letter agreement is not an employment contract.

Consultant has no authority to bind the Company and shall not make any agreements or representations on the Company's behalf without the Company's prior written consent. While Consultant may provide advice, opinions or recommendations to the Company with respect to the Project, all decisions with respect to the Project are the responsibility of the Company and Consultant will not have any liability for such decisions. The Company shall have the authority in its sole discretion to determine the terms and conditions related to the Project and any underlying legal documents.

Confidentiality

Consultant acknowledges that, in the course of Consultant's engagement with the Company, Consultant has been or will be given access to and has or will become familiar with certain trade secrets and with other Confidential Information of the Company. As used herein, the term "Confidential Information" means information of any nature and in any form relating to the Company that is disclosed to Consultant or known by Consultant as a result of Consultant's relationship with the Company and is not generally known about the business of the Company. Therefore, in further consideration of Consultant's engagement with the Company, and to protect the Company's Confidential Information, Consultant acknowledges that Consultant will not, except as may otherwise be required by law, directly or indirectly, disclose to any person or entity, or use or cause to be used in any manner any Confidential Information other than in connection with performing the Consulting Services. Consultant agrees that, upon termination of this letter agreement and the request of the Company, all tangible Confidential Information possessed by Consultant, including electronic copies, shall be returned to the Company or destroyed by Consultant and shall not be retained by Consultant or furnished or communicated to any third party in any form whatsoever.

Miscellaneous

This letter agreement, all related documents and all matters arising out of or relating to this letter agreement and the Consulting Services provided hereunder shall be governed by and construed in accordance with the laws of the State of Oklahoma, without regard to any conflict of laws principles that would cause the laws of any other jurisdiction to apply. Any action or

proceeding by either of the parties to enforce this letter agreement shall be brought only in state or federal court located in the State of Oklahoma, County of Oklahoma. The parties hereby irrevocably submit to the exclusive jurisdiction of these courts and waive the defense of inconvenient forum to the maintenance of any action or proceeding in such venue.

If any term or provision of this letter agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this letter agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

The headings and captions of this letter agreement are provided for convenience only and are intended to have no effect in construing or interpreting this letter agreement. The language in all parts of this letter agreement shall be in all cases construed according to its fair meaning and not strictly for or against the Company or Consultant.

The rights and remedies provided by this letter agreement are cumulative, and the exercise of any right or remedy by either party shall not preclude or waive its right to exercise any or all other rights and remedies.

This letter agreement may only be amended, modified, or supplemented by an agreement in writing signed by both parties, and any of the terms herein may be waived, only by a written document signed by the party waiving compliance.

This letter agreement is for the benefit of, and may be enforced only by, the Company, Consultant and the Company's successors and assigns, and shall not be for the benefit of, and may not be enforced by, any third party.

All notices and other communications under this letter agreement shall be in writing and shall be deemed given (a) when delivered personally by hand; (b) one business day following the day sent by overnight courier (with written confirmation of receipt requested); or (c) three business days following the day deposited in the United States mail, postage prepaid, registered or certified mail, return receipt requested, in each case to the addresses set forth herein or to such other address as a party may have specified by notice given to the other party pursuant to this provision.

This letter agreement may be executed in multiple counterparts and by electronic signature, each of which shall be deemed an original and all of which together shall constitute one instrument.

This letter agreement contains the entire agreement and understanding between the parties and supersedes any prior or contemporaneous written or oral agreements, representations and warranties between them respecting the subject matter hereof.

***Exhibit C:
Previous Letter Agreement and Amendment***



CATHY O'CONNOR

Founder

cathy@coaligngroup.com

P.O. Box 7031

Edmond, OK 73083-7031

(405) 590-7161

July 31, 2023

Anthony Francisco, Finance Director
City of Norman
201 W. Gray Street
Norman, OK 73069

Re: Consulting Engagement

Dear Mr. Francisco:

I am pleased to have the opportunity to assist the City of Norman (the "Company"), and to provide the requested consulting services to you. Thank you for this opportunity to assist you!

This letter agreement will confirm our understanding regarding the services I will provide and the terms under which I will provide those services. If you ever have any questions about any aspect of our relationship, please contact me so that any issues or concerns can be promptly addressed.

Scope of the Engagement

You have asked me to assist you in the evaluation of the investment and tax increment revenues related to the development of an entertainment district in the City of Norman, and any other services as may be agreed upon by the parties (collectively, the "Consulting Services"). An initial list of services is included as Exhibit A. The term of this letter agreement shall begin on the date hereof and continue until the 30th day following either party's written notice of termination to the other party (such period, the "Term").

Fees and Expenses

In consideration for the Consulting Services to be rendered by Consultant under this letter agreement, the Company will pay COAlign Group LLC ("Consultant") an initial fee of \$5,000.00 due upon execution of this agreement and an additional fee of \$15,000 upon completion of the services outlined in Exhibit A (collectively, the "Consulting Fees").

In addition to the Consulting Fees described above, the Company shall reimburse Consultant for all reasonable expenses incurred by Consultant in connection with the performance of the Consulting Services to the extent such expenses are approved in advance by the Company.

Consultant acknowledges that it will receive an IRS Form 1099-MISC from the Company, and that it shall be solely responsible for all federal, state, and local taxes and shall indemnify the Company against all such taxes, including penalties and interest.

Termination

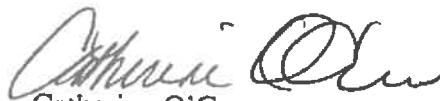
Either the Company or Consultant may terminate this letter agreement with or without cause at any time during the Term upon 30 calendar days' prior written notice to the other party. Following termination, the Company shall pay Consultant within thirty (30) days any amount outstanding of the Consulting Fees, following the date of termination and shall also reimburse Consultant for any expenses incurred by Consultant in connection with the performance of the Consulting Services under this letter agreement to the extent such expenses were approved in advance by the Company.

Miscellaneous

The terms and conditions described in Exhibit B attached hereto are incorporated herein by reference.

If the terms and scope of our engagement described in this letter are acceptable to you, please so indicate by signing below and returning a copy to me. I look forward to working with you!

Very truly yours,



Catherine O'Connor
Founder, COAlign Group LLC

ACCEPTED AND AGREED AS OF
August 3, 2023

City of Norman, Oklahoma

By: 
Anthony Francisco, Finance Director

Exhibit A:
Initial Projects and Services

The projects and services the Consultant will provide are described in this Exhibit A and are incorporated into the letter agreement to which this Exhibit A is attached.

Entertainment District with Performance Venue, Norman Oklahoma

1. Initial Services

- a. Gathering background data from the University of Oklahoma foundation, UTC LLC, the Norman Economic Development Coalition, UNP, LLC, Rainier Development, Lincoln Property Company, Callison/RTKL and other potential development partners (together, the "Developers") and information to analyze the financial assumptions presented in support of a proposed Tax Increment Finance District to provide approximately \$170,000,000 in public facilities and infrastructure, assumed to be generated over a period of up to 25 years in the portion of the University North Park (UNP) development between Rock Creek Road, Tecumseh Street, Interstate 35 and the OU/Westheimer Airport property;
- b. Analysis of the potential incremental ad valorem taxes to be generated within the proposed development, given the previously-presented proposals (single-family and multi-family residential units; office/commercial facilities; retail/restaurant/commercial facilities; arena/performance venues; a Weather Museum/Entertainment facility; a fixed-based airport support operator facility) and background data generated;
- c. Analysis of the potential incremental sales taxes to be generated within the proposed development, given the previously-presented proposals (arena/performance venues; retail/restaurant/commercial facilities; a Weather Museum/Entertainment facility; a fixed-based airport support operator facility) and background data generated;
- d. Analysis of the potential leveraged State of Oklahoma incremental sales taxes to be generated within the proposed development, given the previously-presented proposals and background data generated;
- e. Analysis of the phasing of the construction of the proposed facilities given current market conditions and the resultant timing of the generation of incremental tax revenue;

- f. Identification of potential market partners for the generation of up-front construction financing, in advance of the receipt of incremental tax revenues, to construct the proposed public facilities;
 - g. Analysis of the impact of the proposed development on existing commercial and residential properties within University North Park and on existing residential and commercial developments throughout Norman.
 - h. Prepare a report about the tax increment revenues and Leverage Act revenues that may be available to support the development of the project and attend meetings of the Statutory TIF Committee and the City Council to present the findings contained in the report and answer questions.
2. Documents To Be Provided by the Developer or Jointly Prepared
- a. Development Budget by Phase or Project
 - b. Development Timeline by Phase or Project
 - c. Sources of Funding for the Project and Uses
 - d. Ten Year Operating Pro Forma that shows returns, debt service coverage
 - e. Sales projections for each component of the project to calculate sales tax generated
 - f. Number of Jobs to be created, Construction jobs and Permanent jobs
 - g. Types of permanent jobs created by position

Exhibit B:
Standard Terms and Conditions

The standard terms and conditions described in this Exhibit B are incorporated into the letter agreement to which this Exhibit B is attached.

Independent Contractor Relationship

Consultant is an independent contractor hired by the Company. No other relationship is intended to be created between the parties, and this letter agreement shall not be construed to create any association, partnership, joint venture, employment, or agency relationship between Consultant and the Company for any purpose. Without limitation of the foregoing, Consultant shall not be an employee of the Company during the Term, and this letter agreement is not an employment contract.

Consultant has no authority to bind the Company and shall not make any agreements or representations on the Company's behalf without the Company's prior written consent. While Consultant may provide advice, opinions or recommendations to the Company with respect to the Project, all decisions with respect to the Project are the responsibility of the Company and Consultant will not have any liability for such decisions. The Company shall have the authority in its sole discretion to determine the terms and conditions related to the Project and any underlying legal documents.

Confidentiality

Consultant acknowledges that, in the course of Consultant's engagement with the Company, Consultant has been or will be given access to and has or will become familiar with certain trade secrets and with other Confidential Information of the Company. As used herein, the term "Confidential Information" means information of any nature and in any form relating to the Company that is disclosed to Consultant or known by Consultant as a result of Consultant's relationship with the Company and is not generally known about the business of the Company. Therefore, in further consideration of Consultant's engagement with the Company, and to protect the Company's Confidential Information, Consultant acknowledges that Consultant will not, except as may otherwise be required by law, directly or indirectly, disclose to any person or entity, or use or cause to be used in any manner any Confidential Information other than in connection with performing the Consulting Services. Consultant agrees that, upon termination of this letter agreement and the request of the Company, all tangible Confidential Information possessed by Consultant, including electronic copies, shall be returned to the Company or destroyed by Consultant and shall not be retained by Consultant or furnished or communicated to any third party in any form whatsoever.

Miscellaneous

This letter agreement, all related documents and all matters arising out of or relating to this letter agreement and the Consulting Services provided hereunder shall be governed by and construed in accordance with the laws of the State of Oklahoma, without regard to any conflict of laws principles that would cause the laws of any other jurisdiction to apply. Any action or

proceeding by either of the parties to enforce this letter agreement shall be brought only in state or federal court located in the State of Oklahoma, County of Oklahoma. The parties hereby irrevocably submit to the exclusive jurisdiction of these courts and waive the defense of inconvenient forum to the maintenance of any action or proceeding in such venue.

If any term or provision of this letter agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this letter agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

The headings and captions of this letter agreement are provided for convenience only and are intended to have no effect in construing or interpreting this letter agreement. The language in all parts of this letter agreement shall be in all cases construed according to its fair meaning and not strictly for or against the Company or Consultant.

The rights and remedies provided by this letter agreement are cumulative, and the exercise of any right or remedy by either party shall not preclude or waive its right to exercise any or all other rights and remedies.

This letter agreement may only be amended, modified, or supplemented by an agreement in writing signed by both parties, and any of the terms herein may be waived, only by a written document signed by the party waiving compliance.

This letter agreement is for the benefit of, and may be enforced only by, the Company, Consultant and the Company's successors and assigns, and shall not be for the benefit of, and may not be enforced by, any third party.

All notices and other communications under this letter agreement shall be in writing and shall be deemed given (a) when delivered personally by hand; (b) one business day following the day sent by overnight courier (with written confirmation of receipt requested); or (c) three business days following the day deposited in the United States mail, postage prepaid, registered or certified mail, return receipt requested, in each case to the addresses set forth herein or to such other address as a party may have specified by notice given to the other party pursuant to this provision.

This letter agreement may be executed in multiple counterparts and by electronic signature, each of which shall be deemed an original and all of which together shall constitute one instrument.

This letter agreement contains the entire agreement and understanding between the parties and supersedes any prior or contemporaneous written or oral agreements, representations and warranties between them respecting the subject matter hereof.



(405) 590-7161
cathy@coaligngroup.com
P.O. Box 7031
Edmond, OK 73083-7031

October 30, 2023

Mr. Anthony Francisco
Director of Finance
City of Norman

RE: Addendum to Agreement - UNP Analysis

I would like to propose an increase of \$5,000 to the fee included in our agreement dated August 3, 2023. This additional fee is to address the continued work to analyze the proposed development at University North Park and the creation of a new TIF District. The increased fee will cover the original scope of work and will cover work through December 31, 2023. If the City of Norman desires to continue to retain the Coalign Group after this date, I would suggest that we negotiate a new agreement with the understanding that it will require City Council approval.

Thank you for your consideration of this addendum. If you agree with it, please sign below.

Sincerely,

Cathy O'Connor

Cathy O'Connor

Approved:

Anthony Francisco

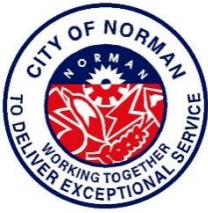
Anthony Francisco, Director of Finance

11/3/2023

Date

File Attachments for Item:

18. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT AND/OR POSTPONEMENT OF CONTRACT K-2324-168: A CONTRACT BY AND BETWEEN THE NORMAN UTILITIES AUTHORITY AND DUKE'S ROOT CONTROL, INC., IN THE AMOUNT OF \$118,794.72 TO PROVIDE PROFESSIONAL SERVICES FOR THE ASHTON GROVE LIFT STATION BASIN LINE STUDY (WW0341) AND BUDGET TRANSFER.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 04/09/2024

REQUESTER: Peter Wolbach

PRESENTER: Peter Wolbach, Staff Engineer - Utilities

ITEM TITLE: CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT AND/OR POSTPONEMENT OF CONTRACT K-2324-168: A CONTRACT BY AND BETWEEN THE NORMAN UTILITIES AUTHORITY AND DUKE'S ROOT CONTROL, INC., IN THE AMOUNT OF \$118,794.72 TO PROVIDE PROFESSIONAL SERVICES FOR THE ASHTON GROVE LIFT STATION BASIN LINE STUDY (WW0341) AND BUDGET TRANSFER.

BACKGROUND:

The City of Norman wastewater system consists of gravity mains, manholes, lift stations and force mains that convey wastewater flows from customers to the Water Reclamation Facility. The systems are designed to minimize stormwater and groundwater, commonly referred to as inflow and infiltration (I&I), from entering the system. I&I will occur at some level within any wastewater system but increased levels can result in increased costs for pumping and treatment, can cause potential pipe failures or sinkholes, and can overwhelm the system resulting in sanitary sewer overflows.

The Ashton Grove Lift Station has seen increased pumping levels during rain events indicative of inflow into the system. To better assess this area, flow meters were installed within the basin which confirmed that there are inflow sources within the basin, specifically flowing from the south. This area contains mains composed of vitrified clay pipe (VCP) and brick manholes in need of future rehabilitation through a future Sewer Maintenance project(s). However, inflow that is occurring is not always addressed through sewer line and/or manhole rehabilitation and often requires further investigation to identify inflow sources.

For this project, approximately 43,000 linear feet of pipe and 205 manholes will be assessed in the Ashton Grove area. This information will be used as a planning tool to determine when, where, and how rehabilitation and maintenance should be performed and might provide information on immediate measures that can be taken to address inflow prior to future rehabilitation or replacement.

DISCUSSION:

Duke's Root Control, Inc., (Duke's) provided a proposal to complete the assessment of the basin as a professional service while also being compliant with competitive bidding requirements (Buyboard numbers 730-23 and 731-24).

The contract provides for Duke's to perform sanitary sewer investigation services consisting of:

1. iTracking - microdetection I&I meter;
2. SL RAT - acoustic pipeline inspection;
3. Rinno Camera - digital 360 manhole inspections;
4. Installation, Data Pull & Retrieval of iTracker microdetection meters; and
5. Smoke testing of manholes (if authorized as an additional service).

From this work, Duke's will provide the following deliverables:

1. Detailed Summary Report and Evaluation of Study Area;
2. MACP deliverables (manhole inspections);
3. Acoustic inspection results report and dashboard;
4. iTracker microdetection study documentation;
5. Executive and drill down dashboards;
6. Study report and summary presentation;
7. GDB / GIS shape files with all deliverables;
8. Deliverables review meeting; and
9. Smoke testing report (if authorized as an additional service).

The total fee for this work is \$118,794.72 and this will be funded from the Sewer Maintenance Fund (Fund 321). To fund this work, a budget transfer of \$150,000 is proposed as follows:

1. From – Brookhaven Creek Interceptor Replacement construction account (321990048-46101 / Project WW0328) – current available balance of \$390,000.
2. Into – Ashton Grove Sanitary Sewer Assessment design account (32193338-46201 / Project WW0341).

Work on this project will begin in April with equipment deployed in May. Work is estimated to be finished in August 2024.

RECOMMENDATION 1:

Staff recommends that NUA approve Contract K-2324-168 between NUA and Duke's in the amount of \$118,794.72 for professional services for the Ashton Grove Lift Station Basin Line Study (WW0341).

RECOMMENDATION 2:

Staff recommends that NUA approve Budget Transfer of \$150,000 from Brookhaven Creek Interceptor Replacement construction account (321990048-46101 / Project WW0328) into

Ashton Grove Sanitary Sewer Assessment design account (32193338-46201 / Project WW0341).

AGREEMENT
FOR
PROFESSIONAL SERVICES

This AGREEMENT, between the Norman Utilities Authority (OWNER) and Duke's Root Control, Inc., (CONSULTANT);

WITNESSETH

WHEREAS, OWNER intends to assess the condition of approximately 43,000 LF of gravity flow sewer main and 205 manholes in the Ashton Grove Lift Station Basin that are in need of rehabilitation and maintenance with an optional 11,000 LF of Smoke Testing follow-up inspections. This PROJECT will be identified as the Ashton Grove Lift Station Basin Line Study.

WHEREAS, OWNER requires professional services for flow tracking, pipeline inspection, and manhole inspection in connection with the PROJECT; and,

WHEREAS, CONSULTANT is prepared to provide said SERVICES; and.

NOW THEREFORE, in consideration of the promises contained in this AGREEMENT, OWNER and CONSULTANT agree as follows:

1.1 ARTICLE 1 - EFFECTIVE DATE

The effective date of this AGREEMENT shall be _____.

ARTICLE 2 - COMPLETION DATE

CONSULTANT shall complete the SERVICES in accordance with Attachment A, Project Schedule.

ARTICLE 3 - GOVERNING LAW

The laws of the state of Oklahoma shall govern this AGREEMENT.

ARTICLE 4 - SERVICES TO BE PERFORMED BY CONSULTANT

CONSULTANT shall perform the SERVICES described in Attachment B, Scope of Services.

ARTICLE 5 - COMPENSATION

OWNER shall pay CONSULTANT in accordance with Attachment C, Compensation.

ARTICLE 6 - OWNER'S RESPONSIBILITIES

- 6.1. OWNER-Furnished Data: Upon request, OWNER will provide to CONSULTANT all data in OWNER's possession relating to CONSULTANT's SERVICES on the PROJECT. Such data may include electronic data available from the OWNER's Geographic Information System (GIS), data generated by OWNER's water distribution system model and existing water quality data. CONSULTANT will reasonably rely upon the accuracy, timeliness, and completeness of the information provided by OWNER. OWNER's data is provided for temporary use or copying by CONSULTANT.
- 6.2. Access to Facilities and Property: OWNER will make its facilities accessible to CONSULTANT as required for CONSULTANT's performance of its SERVICES.
- 6.3. Timely Review: OWNER will examine CONSULTANT's studies, reports, sketches, drawings, specifications, proposals, and other documents; and transmit OWNER comments or other decisions to CONSULTANT in a timely manner.
- 6.4. Meetings: OWNER will participate in monthly progress meetings or other meetings with CONSULTANT or contractor(s) defined in Scope of Services.

- 6.5. Advertisements, Permits, and Access: Unless otherwise agreed to in the Scope of Services, OWNER will obtain, arrange, and pay for all advertisements for bids; permits and licenses required by local, state, or federal authorities; and land, easements, rights-of-way, and access necessary for CONSULTANT's SERVICES or PROJECT construction.
- 6.6. Hazardous Substances: If hazardous substances in any form are encountered or suspected, CONSULTANT will stop its own work in the affected portions of the PROJECT to permit testing and evaluation. CONSULTANT will, if requested by OWNER, conduct tests to determine the extent of the problem and will perform the necessary studies and recommend necessary remedial measures at an additional fee with contract terms to be negotiated.

1.1.1.1.1 ARTICLE 7 - STANDARD OF CARE

CONSULTANT shall exercise the same degree of care skill and diligence in the performance of the SERVICES as is ordinarily possessed and exercised by a professional CONSULTANT under similar circumstances. CONSULTANT shall correct the SERVICES that fail to satisfy this standard of care. No warranty, express or implied is included in this AGREEMENT or in any drawing, specifications, report or opinion produced pursuant to this AGREEMENT.

1.1.1.1.2 ARTICLE 8 - LIABILITY AND INDEMNIFICATION

- 8.1 General. Having considered the potential liabilities that may exist during the performance of the SERVICES, the benefits of the PROJECT, the CONSULTANT's fee for the SERVICES and in consideration of the promises contained in this AGREEMENT, OWNER and CONSULTANT agree to allocate and limit such liabilities in accordance with this Article.
- 8.2 Indemnification and Liability. The ENGINEER agrees to defend, indemnify, and hold harmless the OWNER, its officers, servants, and employees, from and against legal liability for all claims, losses, damage, cost, and expense (including reasonable attorneys' fees and accountants' fees) caused by a negligent act, error, or omission of the CONSULTANT in the performance of services under this Agreement. OWNER agrees to defend, indemnify, and hold harmless the CONSULTANT, its officers, servants, and employees, from and against legal liability for all claims, losses, damage, cost, and expense (including reasonable attorneys' fees and accountants' fees) caused by a negligent act, error, or omission of the OWNER in the performance of services under this Agreement, provided such indemnification shall be applicable only to the extent sovereign immunity has been waived pursuant to Oklahoma law. The CONSULTANT and the OWNER each agree to promptly service notice on the other party of any claims arising hereunder, and shall cooperate in the defense of such claims. The acceptance by OWNER or its representatives of any certification of insurance providing for coverage other than as required in this Agreement to be furnished by the CONSULTANT shall in no event be deemed a waiver of any of the provisions of this indemnity provision. None of the foregoing provisions shall deprive the OWNER of any action, right, or remedy otherwise available to OWNER at common law.
- 8.3 Employee Claims. CONSULTANT shall indemnify OWNER against legal liability for damages arising out of claims by CONSULTANT's employees. OWNER shall indemnify CONSULTANT against legal liability for damages arising out of claims by OWNER's employees.
- 8.4 Consequential Damages. To the fullest extent permitted by law, CONSULTANT shall not be liable to OWNER for any special, indirect or consequential damages resulting in any way from the performance of the SERVICES.
- 8.5 Survival. Upon completion of all SERVICES obligations and duties provided for in this AGREEMENT or if this AGREEMENT is terminated for any reason the terms and conditions of this Article shall survive.

ARTICLE 9 - INSURANCE

During the performance of the SERVICES under this AGREEMENT CONSULTANT shall maintain the following insurance:

- 9.1 Worker's compensation insurance for CONSULTANT's employees as required by Oklahoma Workers Compensation Statutes.
- 9.2 Comprehensive general liability insurance with a minimum of \$1,000,000 per each occurrence and \$2,000,000 aggregate.
- 9.3 Comprehensive automobile liability insurance with a minimum of \$1,000,000 combined limit.
- 9.4 Professional Liability (errors and omissions) insurance providing a minimum policy value of \$2,000,000 aggregate.

CONSULTANT shall furnish OWNER certificates of insurance that shall include a provision that such insurance shall not be canceled without at least thirty days written notice to OWNER. All PROJECT contractors shall be required to include OWNER and CONSULTANT as additional insured on their General Liability Insurance policies.

CONSULTANT and OWNER each shall require its insurance carriers to waive all rights of subrogation against the other and its directors, officers, partners, commissioners, officials, agents and employees for damages covered by property insurance during and after the SERVICES. A similar provision shall be incorporated into all contractual arrangements entered into by OWNER and shall protect OWNER and CONSULTANT to the same extent.

ARTICLE 10 - LIMITATIONS OF RESPONSIBILITY

CONSULTANT shall not be responsible for: (1) construction means, methods, techniques, sequences, procedures or safety precautions and programs in connection with the PROJECT; (2) the failure of any contractor, subcontractor, vendor or other PROJECT participant, not under contract to CONSULTANT, to fulfill contractual responsibilities to the OWNER or to comply with federal, state or local laws, regulations, and codes; or (3) procuring permits, certificates and licenses required for any construction unless such responsibilities are specifically assigned to CONSULTANT in Attachment B, Scope of Services.

ARTICLE 11 - OPINIONS OF COST AND SCHEDULE

Since CONSULTANT has no control over the cost of labor, materials or equipment furnished by others or over the resources provided by others to meet PROJECT schedules, CONSULTANT's opinion of probable costs and of PROJECT schedules shall be made on the basis of experience and qualifications as a professional CONSULTANT. CONSULTANT does not guarantee that proposals, bids, or actual PROJECT costs will not vary from CONSULTANT's cost estimates.

ARTICLE 12 - REUSE OF DOCUMENTS

Upon OWNER's request CONSULTANT shall furnish OWNER with deliverables and/or other data on electronic media. All documents, including but not limited to, drawings, specifications and computer software prepared by CONSULTANT pursuant to this AGREEMENT are instruments of Service in respect to the PROJECT. Said documents are not intended or represented to be suitable for reuse by OWNER or others on extensions of the PROJECT or on any other PROJECT.

ARTICLE 13 - TERMINATION

This AGREEMENT may be terminated by either party upon written notice in the event of substantial failure by the other party to perform in accordance with the terms of this AGREEMENT. The non-performing party shall have fifteen (15) calendar days from the date of the termination notice to cure or to submit a plan for cure acceptable to the other party.

OWNER may terminate or suspend performance of this AGREEMENT for OWNER's convenience upon written notice to CONSULTANT. CONSULTANT shall terminate or suspend performance of the SERVICES on a schedule

acceptable to OWNER. If termination or suspension is for OWNER's convenience, OWNER shall pay CONSULTANT for all the SERVICES performed to date, amount not to exceed the normal fee amount due for the SERVICES rendered and termination or suspension expenses. Upon restart, an equitable adjustment shall be made to CONSULTANT's compensation.

ARTICLE 14 - DELAY IN PERFORMANCE

Neither OWNER nor CONSULTANT shall be considered in default of this AGREEMENT for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. For purposes of this AGREEMENT, such circumstances include, but are not limited to abnormal weather conditions; floods; earthquakes; fire; epidemics; war; riot and other civil disturbances; strikes, work slowdowns and other labor disturbances; sabotage; judicial restraint; and inability to procure permits, licenses, or authorizations from any local, state, or federal agency for any of the supplies, materials, accesses, or SERVICES required to be provided by either OWNER or CONSULTANT under this AGREEMENT.

Should such circumstances occur the non-performing party shall, within a reasonable period after being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this AGREEMENT.

ARTICLE 15 - COMMUNICATIONS

Any communication required by this AGREEMENT shall be made in writing to the address specified below:

CONSULTANT: Brian Conroy
Duke's Root Control Inc.,
400 Airport rd., Suite E
Elgin, IL 60123
214-280-4147
Brian@dukes.com

OWNER: Peter Wolbach, Staff Engineer
City of Norman – Utilities Department
225 N Webster Avenue
P.O. Box 370
Norman OK 73069 / 73070
405-217-7778
peter.wolbach@normanOK.gov

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

ARTICLE 16 - WAIVER

A waiver by either OWNER or CONSULTANT of any breach of this AGREEMENT shall be in writing. Such a waiver shall not affect the waiving party's rights with respect to any other or further breach.

ARTICLE 17 - SEVERABILITY

The invalidity, illegality, or unenforceability of any provision of this AGREEMENT or the occurrence of any event rendering any portion or provision of this AGREEMENT void shall in no way affect the validity or enforceability of any other portion or provision of this AGREEMENT. Any void provision shall be deemed severed from this AGREEMENT, and the balance of this AGREEMENT shall be construed and enforced as if this AGREEMENT did not contain the particular portion or provision held to be void. The parties further agree to amend this AGREEMENT to replace any stricken provision with a valid Provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire AGREEMENT from being void should a provision, which is of the essence of this AGREEMENT, be determined void.

ARTICLE 18 – NON-DISCRIMINATION

In connection with the performance of work under this contract, the CONSULTANT agrees as follows:

- A. The CONSULTANT agrees not to discriminate against any employee or applicant for employment because of race, color, religion, ancestry, national origin, age, place of birth, disability, sex, sexual orientation, gender identity or expression, familial status, or marital status, including marriage to a person of the same sex. The CONSULTANT shall take affirmative action to ensure that employees are treated without regard to their race, color, religion, ancestry, national origin, age, place of birth, disability, sex, sexual orientation, gender identity or expression, familial status, or marital status, including marriage to a person of the same sex. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruiting or recruitment, advertising, lay-off, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The CONSULTANT and any companies subcontracted shall agree to post in a conspicuous place, available to employees and applicants for employment, notices to be provided by the City Clerk of the City of Norman setting forth the provisions in this section.
- B. In the event of the CONSULTANT's noncompliance with this nondiscrimination clause, the contract may be canceled or terminated by the City Council. The CONSULTANT may be declared by the City Council ineligible for further contracts with the said agency until satisfactory proof of intent to comply shall be made by the CONSULTANT.
- C. The CONSULTANT agrees to include this nondiscrimination clause in any subcontracts connected with the performance of this agreement.

ARTICLE 19 - INTEGRATION

This AGREEMENT represents the entire and integrated AGREEMENT between OWNER and CONSULTANT. It supersedes all prior and contemporaneous communications, representations, and agreements, whether oral or written, relating to the subject matter of this AGREEMENT. This AGREEMENT, including its attachments and schedules, may only be changed by a written amendment executed by both parties. The following attachments and schedules are hereby made a part of this AGREEMENT:

- Attachment A - Schedule
- Attachment B - Scope of Services
- Attachment C - Compensation
- Exhibit 1 – Project Location Map


ARTICLE 20 - SUCCESSORS AND ASSIGNS

OWNER and CONSULTANT each binds itself and its directors, officers, partners, successors, executors, administrators, assigns, and legal representatives to the other party to this AGREEMENT and to the directors, officers, partners, successors, executors, administrators, assigns, and legal representatives of such other party in respect to all provisions of this AGREEMENT.

IN WITNESS WHEREOF, OWNER and CONSULTANT have executed this AGREEMENT.

DATED this _____ day of _____ 20_____.

Duke's Root Control Inc., - CONSULTANT

By:  Matt Fishbone
Title: CEO + President

ATTEST  Richelle Owens
VP of Finance

1.2 Norman Utilities Authority- OWNER

APPROVED as to form and legality this 4 day of April, 2024.


City Attorney

APPROVED by the Trustees of the Norman Utilities Authority this _____ day of _____, 20_____.

ATTEST

By: _____
Title: _____

ATTACHMENT A
SCHEDULE

The schedule below reflects conducting the Flow Tracking Study during the wet portion of Oklahoma's annual climate cycle. It is understood that the flow tracking study may begin \pm 10 days from the starting date listed below, however the contract execution dates may be considered firm.

APRIL 2024

1. **Execute contract (April 9 or 23)**
2. **Mobilization and Microtracker Install following notice to proceed**

MAY 2024

3. **Begin Flow Tracking Study by May 1, 2024**
4. **Begin Acoustic Pipeline and Manhole Inspections**

JUNE 2024

5. **Assess need for continuation of Flow Tracking Study**
 - a. **If more wet weather data necessary, new study conclusion date would be 90-days from the study's start date.**
 - b. **If no additional data is needed, flow tracking study would conclude 60-days from start of the study.**
6. **Continue Acoustic Pipeline and Manhole Inspections**

JULY 2024

7. **If 30-day study period extension is necessary, conclude Flow Tracking Study following 90-day period.**
8. **Conduct optional smoke testing, if requested by OWNER.**

AUGUST TO OCTOBER 2024

9. **Conclude Acoustic Pipeline and Manhole Inspections**
10. **Furnish findings from inspections**

ATTACHMENT B SCOPE OF SERVICES

1.0 BACKGROUND

Norman Utilities Authority (OWNER) requires an assessment of the condition of the sewer lines and manholes within the Ashton Grove Lift Station Basin displayed in Exhibit 1. This area of the city contains vitrified clay sewer lines that are in need of replacement. The purpose of this assessment is to identify areas in the Ashton Grove Lift Station Basin that are in critical need of line replacement and maintenance. The assessment includes flow tracking, sewerline inspection, and manhole inspection. Under this contract, the PROJECT will consist of the following assessment services using the technologies listed:

- Sanitary Sewer Investigation Services
 - Flow Tracking
 - iTracking – Microdetection infiltration and inflow (I&I) meter
 - Acoustic Pipeline Inspection
 - SL RAT – Sewer line rapid assessment tool
 - Manhole Inspections
 - Rinno Camera – digital 360° manhole inspections
 - Smoke Testing (Optional)

2.0 BASIC SERVICES

Basic Services provided by the CONSULTANT will generally be covered under one main activity: Sanitary Sewer Investigation Services. Specific tasks for this activity are identified in the following sections.

2.1 SANITARY SEWER INVESTIGATION SERVICES

2.1.1 Flow Tracking

Flow tracking to be performed using CONSULTANT's iTracking microdetection I&I meter. This method of I&I assessment is to be performed across 43,000 linear feet of sewer line shown in Exhibit 1. iTracker placement location to be based on flow data obtained from maps, GIS files, or other OWNER provided data. Within this task, the responsibilities of the CONSULTANT are bulleted below.

- Provide all necessary crew and equipment to complete the iTracking assessment
- Access manholes and install iTracker units in accordance with manufacturer recommended installation procedures
- Provide traffic control to ensure safe installation of units.
- Require and enforce that all staff wear appropriate personal protective equipment (PPE) including, but not limited to high visibility vests.
- Ensure all vehicles involved with the assessment are properly marked and have adequate safety lighting.

- Maintain iTracker units by replacing batteries or units as required.
- After 60 days installed, CONSULTANT will remove and upload data from iTracker units. If there is no qualifying rain event (defined as a single day rain event with 1" or greater of precipitation), then CONSULTANT will extend the study period an additional 30 days for a maximum study period of 90 days. Rain data will be determined by an average of two of the following means: (1) Weatherunderground.com/NOAA weather service data; (2) rain data captured by Utility rain gauges; (3) deployment of CONSULTANT's digital rain gauge deployed in the center of the study area. Multiple rain gauges may be deployed at the discretion of CONSULTANT if CONSULTANT finds it to be beneficial to the study data. Final determination of rain data will be at OWNER'S discretion if more than one rain source is used.
- Review, analyze and report data from the iTracker test period per the sample deliverables displayed in Exhibit 2 – Proposal with Sample Deliverables
- Review all data with OWNER on a monthly basis (or otherwise agreed time period based on substantial rain events referenced above) and again at the end of the study period to identify areas of the system prone to elevated levels of inflow or infiltration during and after rain events.
- Report any severe observations to the individual listed under OWNER in Article 15 of this Professional Service Agreement
- CONSULTANT and CONSULTANT staff will act in a polite, professional manner at all times.

2.1.2 Acoustic Pipeline Inspection

Acoustic pipeline inspection to be performed using CONSULTANT's sewer line rapid assessment tool (SL RAT). This method pipeline inspection is to be performed across 43,000 linear feet of sewer line shown in Exhibit 1. Line segments will be assessed by accessing manholes and installing a transmitter and receiver between each pipeline segment that is accessible. Any lines greater than 15 inches will automatically be excluded due to the maximum pipe size eligible for collection with the SL RAT unit. Within this task, the responsibilities of the CONSULTANT are bulleted below.

- Provide all necessary crew and equipment to complete the task.
- Ensure that all of CONSULTANT's staff wear proper identification and PPE, including but not limited to high visibility vests.
- Ensure that all vehicles are properly marked and have adequate safety lighting.
- Make every reasonable effort to access each manhole to complete the field survey.
- Notify OWNER if any areas within the project area shown in Exhibit 1 is excluded from this task.
- Collect the resulting SL RAT score of pipe segments and record it into CONSULTANT's GIS tool.
- Upload the resulting data from this task to CONSULTANT's server and audit the data for errors. Any errors recorded will be communicated to CONSULTANT's field staff by CONSULTANT so the field staff may retest the line segment.
- Provide the resulting data from this task to OWNER in .CSV and .SHP file types.
- Provide an executive summary report identifying all line segments and their corresponding scores.

- Update GIS client portal system in real time to display completed, surcharged, or missing structures.
- Report any severe observations to the individual listed under OWNER in Article 15 of this Professional Service Agreement
- CONSULTANT and CONSULTANT staff will act in a polite, professional manner at all times.

2.1.3 Manhole Inspections

Manhole inspections are to be performed by CONSULTANT and will meet the criteria for the National Association of Sewer Service Companies (NASSCO) full Level 2 manhole assessment certification program (MACP). Level 2 MACP inspections include the items listed below:

- Digital scanning camera equipment to perform remote entry observations
- Remote entry observations including all Level 1 MACP fields, as well as the items listed below
 - cover dimensions (diameter, surface bearing, condition, lid type)
 - frame dimensions (all measurements, condition, inflow)
 - cover insert (yes/no, condition)
 - frame adjustment rings (yes/no, height, and condition)
 - chimney (yes/no, material, condition, depth)
 - cone (yes/no, type, material, condition, depth)
 - wall/barrel (type, material, conditions, depth)
 - bench (yes/no, type, material, condition, lining)
 - channel/invert (yes/no, type, material, condition, lining)
 - pipe (all rim to invert dimensions for each pipe, pipe size/shape, condition, and material).

During the course of manhole inspections, CONSULTANT will make every reasonable effort to access each manhole, and complete field televising using a digital manhole camera system (360 degree) at all times possible. If access with the camera system will not be possible due to terrain, resident access issues or location, crews will use a digital pole camera to obtain video files. Under these circumstances, CONSULTANT will verify all field measurements with survey stick, pipe diameter verification tool and tap measure.

CONSULTANT will provide all inspection data in Access (NASSCO export DB) and .CSV / Excel format. CONSULTANT will provide all digital scan files (.IPF / MP4 file extensions as applicable) outputs as well as the free, required, view software to view the IPF files. CONSULTANT will provide all resulting PDF reports including appropriate attribute information collected per level of inspection detailed below. CONSULTANT will provide access to these files via FTP or web link and provide them via USB external hard drive when requested.

In addition to meeting the criteria for NASSCO full Level 2 MACP, CONSULTANT will also be responsible for the following during manhole inspections:

- CONSULTANT will provide all equipment and personnel required to complete inspections, including at least (1) NASSCO certified inspector onsite during inspections per camera truck
- Ensure that all of CONSULTANT's staff wear proper identification and PPE, including but not limited to high visibility vests.
- CONSULTANT and CONSULTANT staff will act in a polite, professional manner at all times.

- Report any severe observations to the individual listed under OWNER in Article 15 of this Professional Service Agreement.

3.0 ADDITIONAL SERVICES

During the course of this project it is expected for the elements being inspected to require repair. Under this Professional Services Agreement only the inspection and reporting tasks are included in the base price listed in Attachment C. CONSULTANT does offer the following optional services listed below for additional cost. These would be considered additional services and are not including in the base price for services rendered.

- Optional Smoke Testing
 - Once the study period has concluded, OWNER may request additional smoke testing to be performed by CONSULTANT in the project area. This smoke testing is considered an additional service and the fee for this additional service is not included in the base fee of this Professional Services Agreement.
- Repair Recommendations
 - If requested by OWNER, repair recommendations for each manhole will be provided by CONSULTANT. The means in which this data will be delivered will be via Excel VBA driven spreadsheet program and will include the Asset ID#, Severity Rating (0 = good condition – no I/I and/or no structural defect or repair that should be considered as preventative or made within 7-10 years; 1 = fair condition – light I/I and/or structural defect that should be repaired within 5-7 years; 2 = moderate severity – regular flowing I/I and/or structural repair that should be made within 1-3 years; 3 = severe condition – heavy I/I and/or severe structural defect that should be repaired immediate to 1 year), Type of Repair by category (e.g. grout, curtain grout, chimney seal, lining, inside drop, bench rehab or replacement, etc), estimated budget price for repair and notes on condition or repair. All data from the original survey will be presented in drill down format through our Executive Dashboard Program.
- GPS Coordinate / Geodatabase Deliverable
 - If requested by OWNER, CONSULTANT to shoot each asset using Trimble GNSS R2 receiver with sub-foot accuracy with data correction services. Exceptions to sub-foot accuracy might occur based on tree cover or other satellite obstruction. CONSULTANT will make every possible effort to ensure sub-foot accuracy is achieved for each asset. All data will be delivered via Geodatabase format including updating the client's existing attribute table and linking PDF reports to the asset (if requested).
- Integration into Client Asset Management or Work Order System
 - If requested by OWNER and CONSULTANT is available, CONSULTANT to work with utility to define repair types and populate those into client's work order management system.

ATTACHMENT C

COMPENSATION

(See Attached Investment Proposal)

Investment



The prices quoted herein will remain in effect for the length of this contract, unless changes are agreed upon in writing by both parties.

TYPE OF SERVICE	Price	UM	QTY	Subtotal
Duke's Triage Program: Ashton Grove Lift Station Basin Sanitary Sewer Investigation Services Consisting of <ul style="list-style-type: none"> • iTracking - microdetection I&I meter • SL RAT - acoustic pipeline inspection • Rinno Camera - digital 360 manhole inspections • Detailed Summary Report and Evaluation Study Area: <ul style="list-style-type: none"> • Approximately 42,886 LF Sewer Main • Approximately 205 Sewer Manholes • Installation, Data Pull & Retrieval of 36 iTracker microdetection meters Documentation: <ul style="list-style-type: none"> • MACP deliverables (manhole inspections) • Acoustic inspection results report and dashboard • iTracker microdetection study documentation • Executive and drill down dashboards • Study report and summary presentation • GDB / GIS shape files with all deliverables • Deliverables Review Meeting 	\$2.52	LF	42886	\$108,072.72
<input type="checkbox"/> Smoke Testing Program - 25% of Study Smoke Testing Program Includes: <ul style="list-style-type: none"> • Resident door tag (post and pull) • Police/fire coordination • 2-3 operators, 1-2 blowers • NASSCO format • GPS points of defects • Geodatabase deliverables of all data and reports 	\$1.00	LF	10722	\$10,722.00

Total \$108,072.72

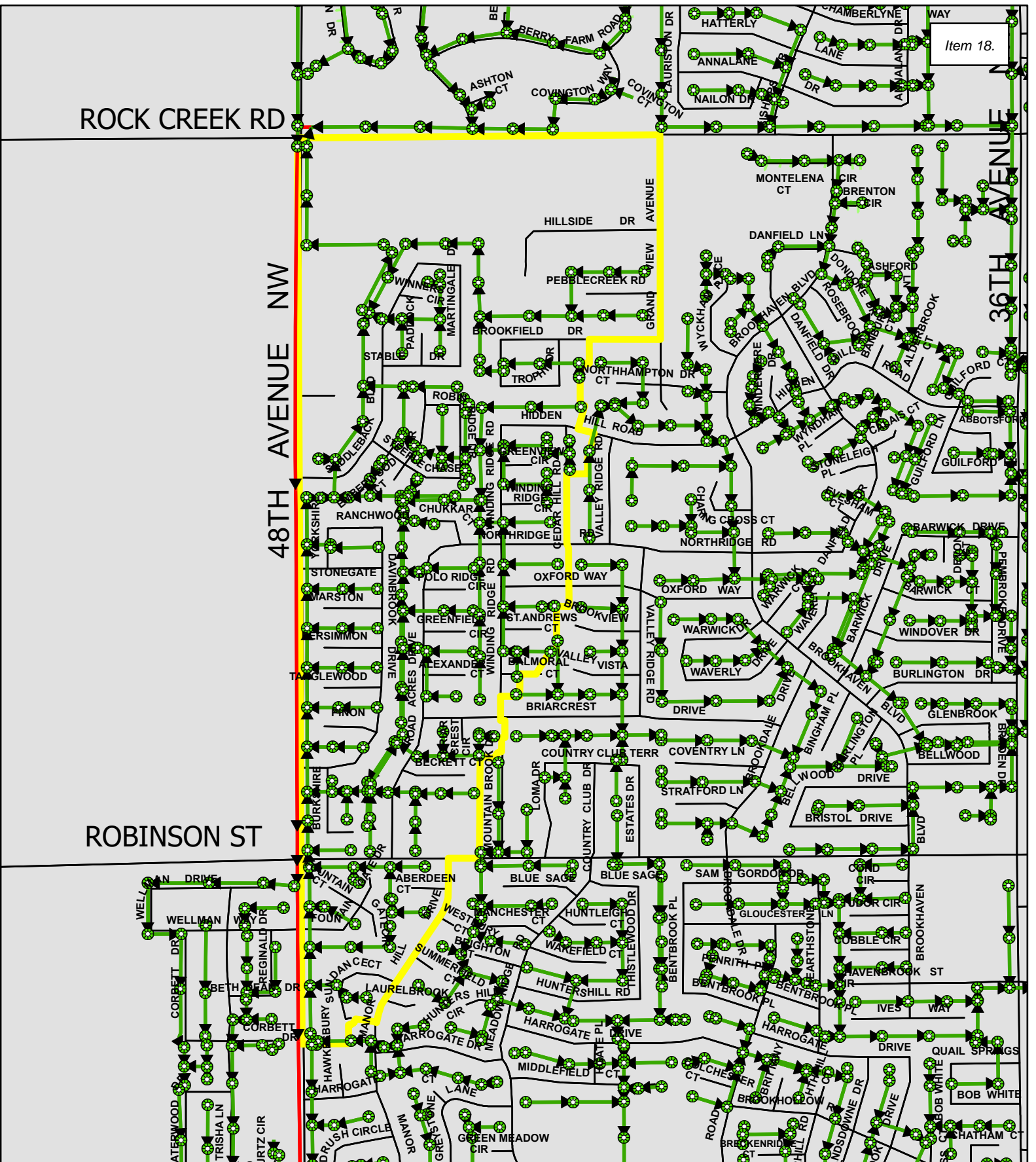
This is an estimate. Pricing subject to change based on actual quantity completed.

Proposal pricing is valid for 90 days.

Non-Prevailing Wage rates applied.

We ask that our clients assist with structures that are not located or accessible while our crews are in the field in an effort to achieve full project completion. If assistance with access to structures cannot be completed within 24 hours after crews complete field work, a remobilization fee may be applied to complete remaining structures on the project.

Monthly progress billing will be based on field work completed to date. 10% of the item value will be withheld from billing until receipt and approval of final deliverables for the project. Any mobilization fees will be billed as they are incurred.



Item 18.

Contract K-2324-168 Ashton Grove Sewer Study (Project WW0341)

Map produced by the City of Norman Geographic Information System.

The City of Norman assumes no responsibility for errors or omissions in the information presented.



- Sewer Manholes
- Sewer Gravity Main
- Sewer Force Main
- Ashton Grove Study Area

576

File Attachments for Item:

19. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2324-173: BY AND BETWEEN THE NORMAN UTILITIES AUTHORITY AND UTILITY TECHNOLOGY SERVICES, IN THE AMOUNT OF \$669,478.85 FOR THE ANNUAL SAAS FEES AGREEMENT FOR THE ADVANCED WATER METER INFRASTRUCTURE PROJECT.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 04/09/2024

REQUESTER: Nathan Madenwald, P.E., Utilities Engineer

PRESENTER: Nathan Madenwald, P.E., Utilities Engineer

ITEM TITLE: CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2324-173: BY AND BETWEEN THE NORMAN UTILITIES AUTHORITY AND UTILITY TECHNOLOGY SERVICES, IN THE AMOUNT OF \$669,478.85 FOR THE ANNUAL SAAS FEES AGREEMENT FOR THE ADVANCED WATER METER INFRASTRUCTURE PROJECT.

BACKGROUND:

The City of Norman water system includes approximately 41,000 water meters that measure water usage for water and sewer billing purposes. The majority of the meters (approximately 39,000) are manually read by meter readers (physically remove the meter lid and read the current usage on the register) and 2,000 meters are read using automated meter reading (AMR; remote sensor used to collect data while driving by in a truck). As the number of meters increase, staffing levels would have to proportionally increase to ensure that meters are read timely and accurately. Insufficient staffing levels can result in missed reads or inaccurate reads that impact customer service and billing revenues. Additionally, the majority of the water meters in Norman have aged past their expected useful life and warrant replacement.

The current state of the water industry is such that Advanced Metering Infrastructure (AMI) has become more commonplace and is being implemented by more utilities. With AMI, meters would be read remotely using cellular infrastructure on water towers (or additional towers if necessary) multiple times per day. With this new system, the following benefits will be realized:

1. Meter reads would occur regularly ensuring more accurate billing;
2. Improved customer service since usage data will be more available to the customer and leak or usage alerts could be configured to notify the customer more timely;
3. Aged meters will be replaced with new, more accurate meters; and
4. Staff would no longer be required to read each meter manually and could be used for other work efforts.

On June 8, 2021, the Norman Utilities Authority (NUA) approved Contract K-2021-75. This contract included work to complete the Assessment Phase of the project and confirm that the NUA had a positive business case to implement Advanced Water Meter Infrastructure. This information was presented to the NUA/City Council on September 28, 2021. Amendment 1 to

the contract was approved on October 26, 2021, to provide consulting services through the procurement phase of the project. Amendment 2 to the contract was approved on December 13, 2022, to provide consulting services through the implementation phase of the project

Request for Proposal RFP-2223-13 was issued on August 26 and September 1, 2022 to prospective vendors. Five proposals were received in accordance with RFP-2223-13 and were reviewed by a City evaluation team. Three proposers were short-listed for the project and were interviewed on November 15-17, 2022. Thirkettle Corporation, dba Utiliuse, (“Utiliuse”) was unanimously selected as the best vendor.

A grant from the United States Bureau of Reclamation (USBOR) was received by the NUA on February 14, 2023, in the amount of \$2,000,000. With this funding, additional purchasing limitations were required and these were referenced within RFP-2223-13. Specifically, Build America Buy America (BABA) was required which created challenges for the industry since no vendors can meet the requirements (including the five proposers on this project). As such, contracting was delayed until a waiver was issued allowing the use of materials not meeting BABA requirements. This waiver was issued on February 15, 2024, and was applicable to all water metering projects with USBOR funding.

Additionally, a loan from the Oklahoma Water Resources Board under the Clean Water State Revolving Fund (“SRF”) was approved on November 4, 2022. The total funding authorized was \$15,000,000 for use on the Advanced Water Metering Project. Proceeds of the SRF Loan will be drawn down on a reimbursement basis as project expenditures are made.

DISCUSSION:

This project, in total, includes five agenda items for consideration in order to ensure completion. The items are listed below with their contract numbers and descriptions of their purpose:

1. Contract K-2324-35 – Thirkettle Corporation dba Utiliuse – Master Services Agreement (“Utiliuse MSA”)

This agreement will provide for the completion of the project including the acquisition of all materials and their installation plus integration work to allow for a successful completion of the project. Utiliuse will be responsible for coordination of all subcontractors and vendors, and all such subcontractors and vendors will be paid for their “Year 1” services and products through Thirkettle.

2. Contract K-2324-36 – Sensus – Software as a Service and Spectrum Lease Agreement

This agreement will provide for Sensus to submit for a licensed spectrum/frequency through the Federal Communications Commission for Norman and provide software as a service for the network communication (Regional Network Interface) to obtain meter reads and transmit them to the Meter Data Management System (Smartworks). Payment for services under Contract K-2324-36 will be through Contract K-2324-173 with Utility Technology Services (“UTS”), who is the authorized distributor providing hosting, backhaul and base station services for a term of 10 years total, nine of which (Years 2 through 10) are included in K-2324-173. Payment of UTS’s Year 1 services, like other

vendors, is covered under Contract K-2324-35 (Utiliuse MSA). Later yearly payments are outlined in the table below.

3. Contract K-2324-37 – N. Harris Computer Corporation / Advanced Utility Systems – Master Software License, Services and Support and Maintenance Agreement

Under this agreement, Advanced, who is the current vendor for the City's billing system, will provide an enhanced customer engagement portal. This will be essential for leveraging additional water meter data for the customer to make more informed decisions regarding water usage. Initial (Year 1) payment is covered under Contract K-2324-35 (Utiliuse MSA) with later yearly payments outlined in the table below.

4. Contract K-2324-38 – N. Harris Computer Corporation (Harris) acting through Smartworks - Software Services Agreement

Under this agreement, Harris will provide Smartworks, the Meter Data Management System, to act as the data repository of detailed meter data and to provide monthly billing increment information to the billing system. Initial (Year 1) payment is covered under Contract K-2324-35 (Utiliuse MSA) with later yearly payments outlined in the table below.

5. Contract K-2324-173 – Utility Technology Services – Annual SaaS Fees

Under this agreement, UTS, as the Oklahoma authorized distributor for Sensus and in accordance with the applicable terms of Contract K-2324-36 (Sensus Agreement), will collect the required fees for the Regional Network Interface (RNI), Sensus annual backhaul fee, and base station protection agreement. Initial (Year 1) payment is covered under Contract K-2324-35 (Utiliuse MSA) with later yearly payments outlined in the table below.

This set of contracts sets a framework agreement for the AMI for several years going forward, allowing for predictable and stable planning for implementation and operation of this important infrastructure. At this time, however, NUA only requests to fund Year 1, the costs under the Utiliuse MSA, Contract K-2324-35 in the amount of \$16,827,912.23. Future funding will be sought for ongoing services under the other agreements, which costs are already identified and considered for approval as a part of the total suite of agreements. For Contract K-2324-35, funding is sought as follows:

1. Advanced Water Metering, Construction account 2 – (31993361-46101 – Project WA0351) – Available balance of \$2,000,000 (USBOR Grant). Full \$2,000,000 to be included within the funding; and
2. Advance Water Metering Bond, Construction account - (31999361-46101 – Project WB0351) – Available balance of \$14,999,980. Remainder of contract to utilize this funding - \$14,827,912.23.

The following table is the full budget commitment, considered for approval on this agenda, for the respective agreements:

Year	Contract K-2324-35 Thirkettle/Utiliuse	Contract K-2324-36 Sensus***	Contract K-2324-37 Harris Advanced	Contract K-2324-38 Harris Smartworks	Contract K-2324-173 UTS****
1*	\$16,827,912.23	-	-	-	-
2**	-	-	\$77,235	\$90,514	\$65,896.67
3**	-	-	\$81,096	\$90,514	\$67,873.31
4**	-	-	\$85,150	\$90,514	\$69,914.44
5**	-	-	\$89,410	\$90,514	\$72,014.45
Total	\$16,827,912.23	-	\$332,891	\$362,056	\$275,698.87

*Capital funds to be utilized as described further above in this memo.

**Operating funds from (31955251-44226) to be utilized for Years 2-5.

***Payments required for Contract K-2324-36 will be paid under Contract K-2324-173 to UTS.

****Contract K-2324-173 includes amounts for Years 6-10 as well for a total contract amount of \$669,478.85.

This project will be executed as follows:

1. Coordination and integration of software and systems – 6-9 months;
2. Initial deployment area – 9-12 months; and
3. Full deployment – 12-24 months

RECOMMENDATION:

Staff recommends the NUA approve Contract K-2324-173 with Utility Technology Services in the amount of \$669,478.85 for the Annual SaaS Fees agreement for the Advanced Water Metering Infrastructure project (Project WA0351/WB0351).

**AGREEMENT
FOR
ANNUAL SAAS FEES**

This AGREEMENT, between the Norman Utilities Authority (OWNER) and Utility Technology Services, Inc. (VENDOR);

WITNESSETH

WHEREAS, OWNER and VENDOR desire to enter into this agreement to established agreed upon pricing for the next 10 years as referenced and further set forth in Contract K-2324-36 with Sensus USA, Inc for Software as a Service and Spectrum Lease Agreement; and

WHEREAS, VENDOR proposes to provide hosting, backhaul and protection plan services for the operation of the OWNER's Advanced Metering Infrastructure ("Services"); and

WHEREAS, payment for Year 1 of VENDOR's services shall be provided according to these terms, and through a certain Master Services Agreement with Thirkettle Corporation d/b/a Utiliuse, Contract No. K-2324-25, for the amounts set forth in and approved through that contract; and

WHEREAS, payment for years 2 through 10 of the contract term shall be made according this Agreement; and,

NOW THEREFORE, in consideration of the promises contained in this AGREEMENT, OWNER and VENDOR agree as follows:

ARTICLE 1 - EFFECTIVE DATE

The effective date of this AGREEMENT shall be _____.

ARTICLE 2 - GOVERNING LAW

The laws of the state of Oklahoma shall govern this AGREEMENT.

ARTICLE 3 - SERVICES TO BE PERFORMED BY VENDOR

For the Services described herein, VENDOR shall invoice the OWNER in accordance with the annual fee pricing included in Attachment A.

ARTICLE 4 - OWNER RESPONSIBILITY

Subject to appropriation, OWNER shall pay VENDOR in accordance with Attachment A with payment required within 30 days of invoice receipt.

ARTICLE 5 - VENDOR RESPONSIBILITY

VENDOR shall invoice and, upon payment by OWNER within 30 days of invoice receipt, acknowledges that receipt of full payment in accordance with the annual fee pricing in Attachment A shall meet the required payment obligations further described within Contract K-2324-36 with such contract by and between with the Norman Utilities Authority and Sensus USA, Inc.

ARTICLE 6 - COMMUNICATIONS

Any communication required by this AGREEMENT shall be made in writing to the address specified below:

VENDOR: Jeff Shultz
 Utility Technology Services
 9636 W Reno Avenue
 Oklahoma City, OK 73127
 (405) 605-0118
 jshultz@utssupply.com

OWNER: Nathan Madenwald, Utilities Engineer
City of Norman – Utilities Department
225 N Webster Avenue
P.O. Box 370
Norman OK 73069 / 73070
405-366-5426
nathan.madenwald@normanok.gov

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

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Contract K-2324-173

IN WITNESS WHEREOF, OWNER and VENDOR have executed this AGREEMENT.

DATED this 4th day of April, 2024.

Utility Technology Services – VENDOR

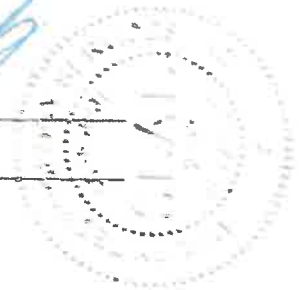
ATTEST

By: [Signature]

Title: Account Manager

[Signature]

Corey Vail



STATE OF Oklahoma____, COUNTY OF Canadian____, SS:

Before me, the undersigned, a Notary Public in and for said Jeffery W Shultz of the Vendor, Utility Technology Services Inc., its Account Manager, to me known to be the identical person(s) who executed the foregoing Annual SaaS & AMT agreement and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

WITNESS my hand and seal this 4 day of April, 2024.

My Commission Expires: 11-12-2025

Notary Public: [Signature]



Norman Utilities Authority - OWNER

APPROVED as to form and legality this 5 day of April, 2024

[Signature]
City Attorney

APPROVED by the Trustees of the Norman Utilities Authority this _____ day of _____, 20____.

ATTEST

By: _____

Title: _____

**ATTACHMENT A
ANNUAL FEE SCHEDULE**



UTILITY TECHNOLOGY SERVICES
 9636 W RENO AVE
 OKLAHOMA CITY, OK 73127-2981
 866 580 1818
 Fax 405-601-2997

QUOTE DATE	QUOTE NUMBER
04/05/2024	S105445459
UTILITY TECHNOLOGY SERVICES INC 4901 Clay Ave. SW PO Box 897 GRAND RAPIDS, MI 49548-2392 P- F-	PAGE NO.
	1 of 4

QUOTE TO:

SHIP TO:

NORMAN UTILITY AUTHORITY (UTS)
 PO BOX 370
 NORMAN, OK 73070

NORMAN UTILITY AUTHORITY
 (UTS) 2705 E. ROBINSON ST
 NORMAN, OK 73071

CUSTOMER NUMBER	JOB NAME / PO NUMBER	JOB NAME / RELEASE NUMBER	SALESPERSON	
20895	QUOTE - ANNUAL FEES		Jeff Shultz	
WRITER	SHIP VIA	TERMS	EXPIRE DATE	FREIGHT EXEMPT
AI Weber	DIRECT	NET 10TH	04/04/2034	Yes
ORDER QTY	DESCRIPTION	UNIT PRICE	EXT PRICE	
1ea	^SENSUS ANNUAL RNI HOSTING FEE - YEAR 2 Pn: 406822	49216.670/ea	49216.67	
1ea	^SENSUS ANNUAL RNI HOSTING FEE - YEAR 3 Pn: 406822	50693.330/ea	50693.33	
1ea	^SENSUS ANNUAL RNI HOSTING FEE - YEAR 4 Pn: 406822	52214.440/ea	52214.44	
1ea	^SENSUS ANNUAL RNI HOSTING FEE - YEAR 5 Pn: 406822	53781.110/ea	53781.11	
1ea	^SENSUS ANNUAL RNI HOSTING FEE - YEAR 6 Pn: 406822	55394.440/ea	55394.44	
1ea	^SENSUS ANNUAL RNI HOSTING FEE - YEAR 7 Pn: 406822	57056.670/ea	57056.67	
1ea	^SENSUS ANNUAL RNI HOSTING FEE - YEAR 8 Pn: 406822	58768.890/ea	58768.89	
1ea	^SENSUS ANNUAL RNI HOSTING FEE - YEAR 9 Pn: 406822	60532.220/ea	60532.22	
		Subtotal		
		S&H Charges		
		Amount Due		



UTILITY TECHNOLOGY SERVICES
 9636 W RENO AVE
 OKLAHOMA CITY, OK 73127-2981
 866 580 1818
 Fax 405-601-2997



Item 19.

Quotation

QUOTE DATE	QUOTE NUMBER
04/05/2024	S105445459
UTILITY TECHNOLOGY SERVICES INC 4901 Clay Ave. SW PO Box 897 GRAND RAPIDS, MI 49548-2392 P- F-	PAGE NO. 2 of 4

QUOTE TO:

SHIP TO:

NORMAN CITY OF (UTS)
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20895	QUOTE - ANNUAL FEES		Jeff Shultz	
WRITER	SHIP VIA	TERMS	EXPIRE DATE	FREIGHT EXEMPT
Al Weber	DIRECT	NET 10TH	04/04/2034	Yes
ORDER QTY	DESCRIPTION	UNIT PRICE	EXT PRICE	
1ea	^SENSUS ANNUAL RNI HOSTING FEE - YEAR 10 Pn: 406822 *	62347.780/ea	62347.78	
6ea	^SENSUS ANNUAL BACKHAUL FEE - YEAR 2 *** MS BACKHAUL FEE *** Pn: 723891	1030.000/ea	6180.00	
6ea	^SENSUS ANNUAL BACKHAUL FEE - YEAR 3 *** MS BACKHAUL FEE *** Pn: 723891	1061.110/ea	6366.66	
6ea	^SENSUS ANNUAL BACKHAUL FEE - YEAR 4 *** MS BACKHAUL FEE *** Pn: 723891	1093.330/ea	6559.98	
6ea	^SENSUS ANNUAL BACKHAUL FEE - YEAR 5 *** MS BACKHAUL FEE *** Pn: 723891	1126.670/ea	6760.02	
6ea	^SENSUS ANNUAL BACKHAUL FEE - YEAR 6 *** MS BACKHAUL FEE *** Pn: 723891	1160.000/ea	6960.00	
		Subtotal		
		S&H Charges		
		Amount Due		



UTILITY TECHNOLOGY SERVICES
 9636 W RENO AVE
 OKLAHOMA CITY, OK 73127-2981
 866 580 1818
 Fax 405-601-2997

QUOTE DATE	QUOTE NUMBER
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UTILITY TECHNOLOGY SERVICES INC 4901 Clay Ave. SW PO Box 897 GRAND RAPIDS, MI 49548-2392 P. F.	PAGE NO.
	3 of 4

QUOTE TO:

SHIP TO:

NORMAN CITY OF (UTS)
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 NORMAN, OK 73070

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WRITER	SHIP VIA	TERMS	EXPIRE DATE	FREIGHT EXEMPT
Al Weber	DIRECT	NET 10TH	04/04/2034	Yes
ORDER QTY	DESCRIPTION	UNIT PRICE	EXT PRICE	
6ea	^SENSUS ANNUAL BACKHAUL FEE - YEAR 7 *** MS BACKHAUL FEE *** Pn: 723891	1194.440/ea	7166.64	
6ea	^SENSUS ANNUAL BACKHAUL FEE - YEAR 8 *** MS BACKHAUL FEE *** Pn: 723891	1230.000/ea	7380.00	
6ea	^SENSUS ANNUAL BACKHAUL FEE - YEAR 9 *** MS BACKHAUL FEE *** Pn: 723891	1266.670/ea	7600.02	
6ea	^SENSUS ANNUAL BACKHAUL FEE - YEAR 10 *** MS BACKHAUL FEE *** Pn: 723891 **** OPTIONAL ****	1304.440/ea	7826.64	
6ea	^SENSUS FLEXNET BASE STATION PROTECTION PLAN - YEAR 2 Pn: 230522	1750.000/ea	10500.00	
6ea	^SENSUS FLEXNET BASE STATION PROTECTION PLAN - YEAR 3 Pn: 230522	1802.220/ea	10813.32	
		Subtotal		
		S&H Charges		
		Amount Due		



UTILITY TECHNOLOGY SERVICES
 9636 W RENO AVE
 OKLAHOMA CITY, OK 73127-2981
 866 580 1818
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Item 19.

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UTILITY TECHNOLOGY SERVICES INC 4901 Clay Ave. SW PO Box 897 GRAND RAPIDS, MI 49548-2392 P. F.	PAGE NO.
	4 of 4

QUOTE TO:

SHIP TO:

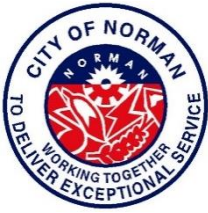
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Al Weber	DIRECT	NET 10TH	04/04/2034	Yes
ORDER QTY	DESCRIPTION		UNIT PRICE	EXT PRICE
6ea	^SENSUS FLEXNET BASE STATION PROTECTION PLAN - YEAR 4 Pn: 230522		1856.670/ea	11140.02
6ea	^SENSUS FLEXNET BASE STATION PROTECTION PLAN - YEAR 5 Pn: 230522		1912.220/ea	11473.32
6ea	^SENSUS FLEXNET BASE STATION PROTECTION PLAN - YEAR 6 Pn: 230522		1970.000/ea	11820.00
6ea	^SENSUS FLEXNET BASE STATION PROTECTION PLAN - YEAR 7 Pn: 230522		2028.890/ea	12173.34
6ea	^SENSUS FLEXNET BASE STATION PROTECTION PLAN - YEAR 8 Pn: 230522		2090.000/ea	12540.00
6ea	^SENSUS FLEXNET BASE STATION PROTECTION PLAN - YEAR 9 Pn: 230522		2152.220/ea	12913.32
6ea	^SENSUS FLEXNET BASE STATION PROTECTION PLAN - YEAR 10 Pn: 230522		2216.670/ea	13300.02
Subtotal				669478.85
S&H Charges				0.00
Amount Due				669478.85

File Attachments for Item:

20. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2324-136: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AUTHORIZING THE ACQUISITION OF CERTAIN REAL PROPERTY, MORE PARTICULARLY HEREINAFTER DESCRIBED, ALL WITHIN THE CITY OF NORMAN, COUNTY OF CLEVELAND, STATE OF OKLAHOMA, FOR THE PURPOSE OF THE 60TH AVENUE NE BRIDGE REPLACEMENT BOND PROJECT IN THE CITY OF NORMAN; AND DECLARING THE NECESSITY FOR ACQUIRING SAID PROPERTY FOR ROADWAY, UTILITY AND DRAINAGE PURPOSES, AND AUTHORIZING INITIATION OF EMINENT DOMAIN PROCEEDINGS FOR THAT PURPOSE.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 4/9/2024

REQUESTER: Joseph Hill, Streets Program Manager

PRESENTER: AshLynn Wilkerson, Assistant City Attorney

ITEM TITLE: CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2324-136: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AUTHORIZING THE ACQUISITION OF CERTAIN REAL PROPERTY, MORE PARTICULARLY HEREINAFTER DESCRIBED, ALL WITHIN THE CITY OF NORMAN, COUNTY OF CLEVELAND, STATE OF OKLAHOMA, FOR THE PURPOSE OF THE 60TH AVENUE NE BRIDGE REPLACEMENT BOND PROJECT IN THE CITY OF NORMAN; AND DECLARING THE NECESSITY FOR ACQUIRING SAID PROPERTY FOR ROADWAY, UTILITY AND DRAINAGE PURPOSES, AND AUTHORIZING INITIATION OF EMINENT DOMAIN PROCEEDINGS FOR THAT PURPOSE.

BACKGROUND:

On October 10, 2023, the citizens of Norman voted in favor of a \$50 million bridge maintenance bond issue. The 60th Avenue NE Bridge replacement project between Tecumseh Road and Rock Creek Road is one of the 2023 Bridge Maintenance Bond Projects and includes widening the bridge from 2-lane to 3-lane to accommodate future projected traffic flows, increasing the span length of the structure, and shifting the location of the bridge to the west to follow the existing section line. This project will be entirely locally funded, but future projects in the bridge bond program anticipate seeking federal funding.

On June 23, 2022, City staff advertised Request for Proposal RFP 2122-41 to solicit consulting engineering services for the reconstruction design of Bridge NBI No. 09189 and a two-dimensional hydraulic and hydrologic model and detailed engineering report for Bridge NBI No. 05724. Nine (9) proposals were received by the 4:00 pm deadline on July 28, 2022. The selection committee consisting of three (3) City staff (Joseph Hill – Streets Program Manager, Chris Smith – Construction Manager, and Brandon Brooks – Staff Engineer) and two (2) citizens (Donna Riesland and Sunny Day) shortlisted three (3) consultant teams for interviews held August 18, 2022. Following the interviews, the consultant team selected was Garver, LLC based in Norman, Oklahoma.

On October 11, 2022, City Council awarded the 60th Avenue Bridge replacement project to Garver, LLC in the amount of \$471,309.

On, November 3, 2023, City Manager Pyle approved the on-call right-of-way acquisition services contract for the 60th Avenue Bridge Project to Pinnacle Consulting Group, Inc. (Pinnacle) of Oklahoma City in the amount of \$19,400.

DISCUSSION:

The 60th Avenue NE Bridge replacement project requires the acquisition of easements and right-of-way from three different property owners. Per federal guidelines, if an individual property acquisition is estimated to be less than \$10,000, the offers can be based on values obtained from comparable sales. If any of the individual property acquisition is determined to be over \$10,000, appraisals are required for those properties. On this project, all individual property acquisitions were estimated to be less than \$10,000, so Pinnacle pulled recent, comparable sales to determine property values. These offers considered both the value of the land acquired, as well as any damages, such as fence replacement, landscaped tree replacement, and other items located within the acquired easement that may be affected or need to be replaced or relocated. However, a certified appraisal, conducted by ODOT-certified appraisers, was performed on the only parcel at issue once City staff determined an eminent domain action was likely needed for such property.

After the easement values are determined, the acquisition agent meets with the landowner to discuss the purchase of the easement(s). If the landowner agrees to the terms, then the documents are signed and the landowner is compensated for the easement, including any damages, upon City Council approval. If an agreement cannot be reached on fair value, the land may be acquired through a process called eminent domain, which allows a government to acquire private property for public use with fair compensation. In this process, a third party establishes an independent fair market value of the property being acquired, which becomes the purchase price of the property regardless of whether it is more or less than the original appraised value.

The first offer letters for acquisition of the needed easements and right-of-way were sent in January of 2024. All three of the property owners submitted counteroffers and two out of the three successfully negotiated with the City. The City thereby acquired the necessary easements from these two property owners on March 26, 2024. Thus, the City only requires easements from the owner of the only remaining privately-owned parcel.

The Fifth Amendment provides in part: "...nor shall private property be taken for public use without just compensation." Further, the Constitution of the State of Oklahoma provides: "Private property shall not be taken or damages for public use without just compensation. Just compensation means the value of the property taken ...". 11 O.S. § 22-104 provides that "every municipality shall have a right to: (3) exercise the right of eminent domain for any municipal purpose ..."

Section 22-105 of Title 11 provides:

Private property may be taken for public use, or for the purpose of giving a right-of-way or other privilege for any necessary purpose, in the manner provided by law; but in every case the municipality shall make adequate compensation to the

person or persons whose property shall be taken or injured thereby as provided by law.

The appraisal process ensures the offer to the property owner is adequate. The Courts have viewed “just compensation” as “[t]he fair market value, which means the money which purchaser willing but not obligated to buy property would pay to the owner willing but not obligated to sell it.” *Grand River Dam Auth. v. Bonford*, 111 P.2d 182 (Okla. 1941).

The City of Norman, directly and/or through its right-of-way agents, has been working with the property owners’ agents to address any concerns they might have regarding the acquisitions. However, the City and its agents have not yet been able to complete acquisitions with respect to one parcel: Parcel 2.

Regarding Parcel 2, the City requires 13,499.18 square feet of new permanent right-of-way and a temporary construction easement. The City’s multiple offers were rejected and though numerous discussions have taken place, the owner and the City have not been able to come to a conclusion over value and appear to be at an impasse.

Staff believes that pursuing eminent domain may serve to avoid significant cost increases and avoid devaluing funds already invested in this project. Although Staff desires to settle the acquisition process with the property owner, it is necessary to take the next step to file for eminent domain for this project to proceed timely to safely restore traffic flow through 60th Avenue NE between Tecumseh Road and Rock Creek Road for Norman residents. Filing an eminent domain action does not mean that efforts toward settlement will cease. It will ensure, rather, that the property is acquired in a timely fashion.

RECOMMENDATION:

Based upon the above and foregoing, it is the recommendation of Staff that proposed Resolution R-2324-136, concerning the necessity of acquiring the previously described tract(s) of property located on 60th Avenue NE, and authorizing the filing of eminent domain proceedings for the acquisition thereof, be approved.

A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AUTHORIZING THE ACQUISITION OF CERTAIN REAL PROPERTY, MORE PARTICULARLY HEREINAFTER DESCRIBED, ALL WITHIN THE CITY OF NORMAN, COUNTY OF CLEVELAND, STATE OF OKLAHOMA, FOR THE PURPOSE OF THE 60TH AVENUE NE BRIDGE REPLACEMENT BOND PROJECT IN THE CITY OF NORMAN; AND DECLARING THE NECESSITY FOR ACQUIRING SAID PROPERTY FOR ROADWAY, UTILITY AND DRAINAGE PURPOSES, AND AUTHORIZING INITIATION OF EMINENT DOMAIN PROCEEDINGS FOR THAT PURPOSE.

- § 1. WHEREAS, on October 11, 2023 City of Norman voters approved the 10 year, 50 million dollar Bridge by Bridge Bond project, for necessary repair and maintenance of the identified bridges and crossings; and
- § 2. WHEREAS, the City of Norman has found it necessary to appropriate the hereinafter tracts of land for the above-designated public purpose; and
- § 3. WHEREAS, the City of Norman made a diligent effort, in good faith, to acquire, by purchase, from the owners thereof, the tracts of land hereinafter described and the said owners have refused, and still refuse, to grant and convey to the City of Norman the lands necessary for purpose as aforesaid; and
- § 4. WHEREAS, although negotiations as to value of the parcel(s) to be taken continue, it is necessary to acquire said parcel(s) to construct the public roadway bridge project stated;

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA;

- § 5. That the acquisition and appropriation of the hereinafter described real estate is hereby declared necessary for the 2024 60th Ave Bridge Project. The easements to be acquired are more particularly described in the attached Exhibit "A"; and
- § 6. That the City of Norman has heretofore offered to the owners of said property a fair, just and reasonable price for the purchase of said lands and that the said offers have been rejected and all negotiations and/or efforts to date to purchase the said real properties, by agreement, have failed, to date, to result in an acquisition; and
- § 7. That the City Attorney is hereby authorized and directed to institute eminent domain proceedings as necessary for condemnation of the hereinabove described real properties for the public purposes as heretofore stated; and

PASSED AND ADOPTED this 9th day of April, 2024.

Mayor

ATTEST:

City Clerk

Exhibit A
Parcel 2.0 and 2.1

2.0 - PERMENANT RIGHT OF WAY EASEMENT

A right-of-way easement, located in the South Half (S/2) of the Northwest Quarter (NW/4) of Section Eighteen (18), Township Nine North (T-9-N), Range One West (R-1-W) of the Indian Meridian (I.M.), Cleveland County, Oklahoma and being more particularly described as follows:

Commencing at the W/4 Corner;
Thence N 89°28'47" E a distance of 50.00 feet along the S/4 Section Line to a point and said point being the Point of Beginning;
Thence N 00°24'27" W a distance of 1,040.41 feet;
Thence N 89°35'33" E a distance of 5.00 feet;
Thence S 00°24'27" E a distance of 380.27 feet;
Thence S 05°24'09" E a distance of 195.24 feet;
Thence S 00°24'27" E a distance of 350.00 feet;
Thence S 10°21'50" W a distance of 117.71 to the Point of Beginning;

Said parcel containing 13,499.18 square feet or 0.31 acres more or less.

Note: It is intended for the edges of easements to terminate at buildings, existing easements/rights-of-way and property lines (as shown on sketch), so as not to create any encroachments.

2.1 - TEMPORARY CONSTRUCTION EASEMENT

A temporary construction easement, located in the South Half (S/2) of the Northwest Quarter (NW/4) of Section Eighteen (18), Township Nine North (T-9-N), Range One West (R-1-W) of the Indian Meridian (I.M.), Cleveland County, Oklahoma and being more particularly described as follows:

Commencing at the W/4 Corner;
Thence N 89°28'47" E a distance of 50.00 feet along the S/4 Section Line to a point and said point being the Point of Beginning;
Thence N 10°21'50" E a distance of 117.71 feet;
Thence N 00°24'27" W a distance of 350.00 feet;
Thence N 89°35'33" E a distance of 35.00 feet;
Thence S 00°24'47" E a distance of 350.00 feet;
Thence S 89°35'23" W a distance of 17.06 feet;
Thence S 00°23'52" E a distance of 115.56 feet;
Thence S 89°28'47" W a distance of 39.92 feet to the Point of Beginning;

Said parcel containing 15,594.26 square feet or 0.36 acres more or less.

Note: It is intended for the edges of easements to terminate at buildings, existing easements/rights-of-way and property lines (as shown on sketch), so as not to create any encroachments.



Map produced by the City of Norman
Geographic Information System

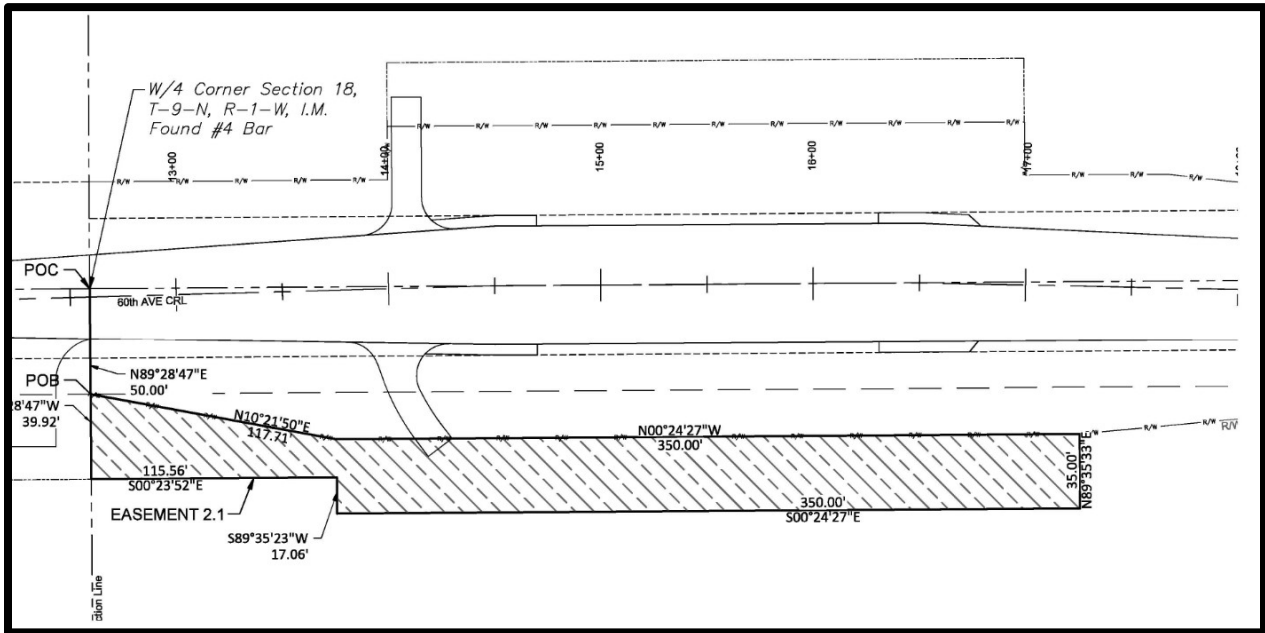
The City of Norman assumes no
Responsibility for errors or omissions
in the information presented.

60th Ave NE (Replace)

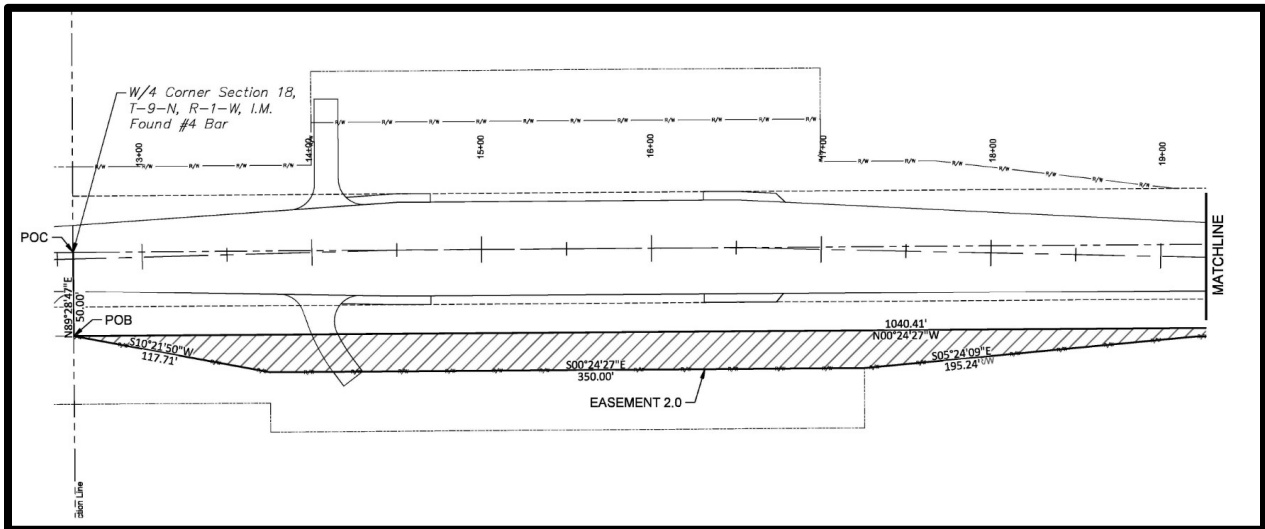


RIGHT OF WAY DRAWINGS

0.36 acres of Temporary Construction Easement



0.31 acres of Permanent Easement



File Attachments for Item:

21. CONDUCTING A PUBLIC HEARING FOR CONSIDERATION OF ACCEPTANCE, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF SUBSTANTIAL AMENDMENT NO. TWO TO THE FYE20 COMMUNITY DEVELOPMENT BLOCK GRANT ACTION PLAN AS OUTLINED IN THE STAFF REPORT.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 04/09/2024

REQUESTER: Lisa D. Krieg

PRESENTER: Lisa D. Krieg, CDBG Grants Manager

ITEM TITLE: CONDUCTING A PUBLIC HEARING FOR CONSIDERATION OF ACCEPTANCE, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF SUBSTANTIAL AMENDMENT NO. TWO TO THE FYE20 COMMUNITY DEVELOPMENT BLOCK GRANT ACTION PLAN AS OUTLINED IN THE STAFF REPORT.

BACKGROUND:

The Fifth Year Action Plan for the 45th Year Community Development Block Grant (CDBG) Program and the 2019 HOME Partnership Program (City of Norman FY 2019-2020) were approved by the Norman City Council on May 14, 2019 and the U.S. Department of Housing and Urban Development (HUD) on June 30, 2019. All activities included in the proposed use of funds referenced the Five-Year Consolidated Plan Objectives and expected performance outcomes, and totaled \$850,844. Amendment One was approved in 2021 to include the allocation of CARES Act funding from the CDBG CV1 and CDBG CV3 awards with no impact on the Entitlement CDBG funding or the approved Entitlement Fifth Year Action Plan.

Included within the Fifth Year Action Plan was funding for neighborhood improvements to Original Townsite Neighborhood in the amount of \$389,000. This Substantial Amendment does not change the funding amount; only the eligible areas to include First Courthouse and Old Silk Stocking Neighborhoods in addition to Original Townsite Neighborhood. Currently the remaining funding for this activity is approximately \$230,000.

DISCUSSION:

To assist in addressing the needs of specific neighborhoods within the Target Area, a substantial amendment is now prepared to expand existing CDBG funding for locations not specific to the activity geography as defined within the Fifth Year Action Plan. The activity was initially specific to the Original Townsite Neighborhood and with this Substantial Amendment will expand to include First Courthouse and Old Silk Stocking Neighborhoods.

The CDBG Program is transitioning into a "Strong Neighborhoods Initiative" Program and include the three neighborhoods identified above. There is no change in funding, only in the targeted eligible areas. As stated, the currently available funding for this activity is approximately

\$230,000.

The CDBG Program uses the guidance of a Citizen Participation Plan (CPP) in addressing the development of each Consolidated Plan and Action Plan as well as any changes that need to be made after approval. The CPP is approved by the CDBG Policy Committee, the City Council, and HUD as part of the Consolidated Planning Process.

In regards to substantial amendments to the Consolidated Plan or Annual Action Plan, per the regulations, the grantee shall identify the criteria it will use for determining what constitutes a substantial amendment. The City of Norman identifies a substantial amendment as the following:

1. An increase to the funding level of a previously approved activity or program by 50 percent or more;
2. A change in the purpose, scope, location or beneficiaries of an activity to the extent that it would be considered a new activity, at the discretion of the City of Norman; or
3. A change in the types of beneficiaries proposed to be served by the activity (ex. from homeless to youth), when more than 50 percent of the original beneficiary types will be changed.

This request qualifies for a Substantial Amendment of requirement 2 due to the change in location (Expansion of designated area to include two additional neighborhoods).

In addition to this request being reviewed by staff, it was also reviewed by Monica Fiordeleis, HUD Representative for compliance. This request was reviewed and approved by the CDBG Policy Committee on February 7, 2024. An additional, formal review by HUD will be made upon submittal of the Substantial Amendment.

RECOMMENDATION:

Staff has reviewed the proposed change and recommends approval of Substantial Amendment Number Two to the Fifth Year Action Plan (FYE20). No change in funding amount.

City of Norman, Oklahoma

*Substantial Amendment Two
to the Community Development Block Grant (CDBG)*

2019 Action Plan

For public comment March 24, 2024 thru April 22, 2024

City of Norman, Planning and Community Development



NOTICE is hereby given that Amendment Number Two to the City of Norman's proposed Fifth Year Action Plan for the program year 2019-2020 will be considered on April 9, 2024 by the Norman City Council during a regular meeting. Amendment One was executed to include the allocation of CARES Act funding from the CDBG CV1 and CDBG CV3 awards with no impact on the Entitlement CDBG funding.

Preparation of this amendment included discussion and approval by the Community Development Policy Committee as a whole, in compliance with a Citizen Participation Plan that was prepared with the input of citizens. The funds that are included within this amendment are proposed to 100% benefit low-to-moderate income persons in their entirety.

The Fifth Year Action Plan for the 45th Year Community Development Block Grant (CDBG) Program and the 2019 HOME Partnership Program (City of Norman FY 2019-2020) were approved by the Norman City Council on May 14, 2019 and the U.S. Department of Housing and Urban Development (HUD) on June 30, 2019. All activities included in the proposed use of funds referenced the Five-Year Consolidated Plan Objectives and expected performance outcomes, and totaled \$850,844.00.

To assist in addressing the needs of specific neighborhoods within the Target Area, a substantial amendment is prepared to expand existing CDBG funding for locations not specific to the activity geography as defined within the Fifth Year Action Plan. The activity was initially specific to the Original Townsite Neighborhood and with this Substantial Amendment will expand to include First Courthouse and Old Silk Stocking Neighborhoods in addition to Original Townsite Neighborhood.

The CDBG Program is transitioning into a Strong Neighborhoods Initiative Program and include the three neighborhoods identified above. There is no change in funding, only in the targeted eligible areas.

The CDBG Policy Committee, unanimously approved this Substantial Amendment on February 7, 2024 and recommended forwarding the request to the Norman City Council for Consideration.

Copies of Amendment Two to the 2019-2020 Action Plan are available for review by contacting the Grants Division of the Department of Planning & Community Development at 405-366-5464 or lisa.krieg@normanok.gov. Any comments or views of citizens received in writing during the comment period, or orally at the public hearing to be held on April 9, 2024 during the meeting of the Norman City Council will be considered in preparing the Amendment. A summary of the comments or views, and a summary of any comments or views not accepted and the reasons therefore, shall be attached to the final amendments. The proposed use of funds is hereby published below. Comments must be received prior to 5 p.m. on April 22, 2024.

For additional information please contact Lisa Krieg, Grants Planner at 405-366-5464 or lisa.krieg@normanok.gov.

AMENDMENT TWO TO THE FIFTH YEAR ACTION PLAN 2019-2020

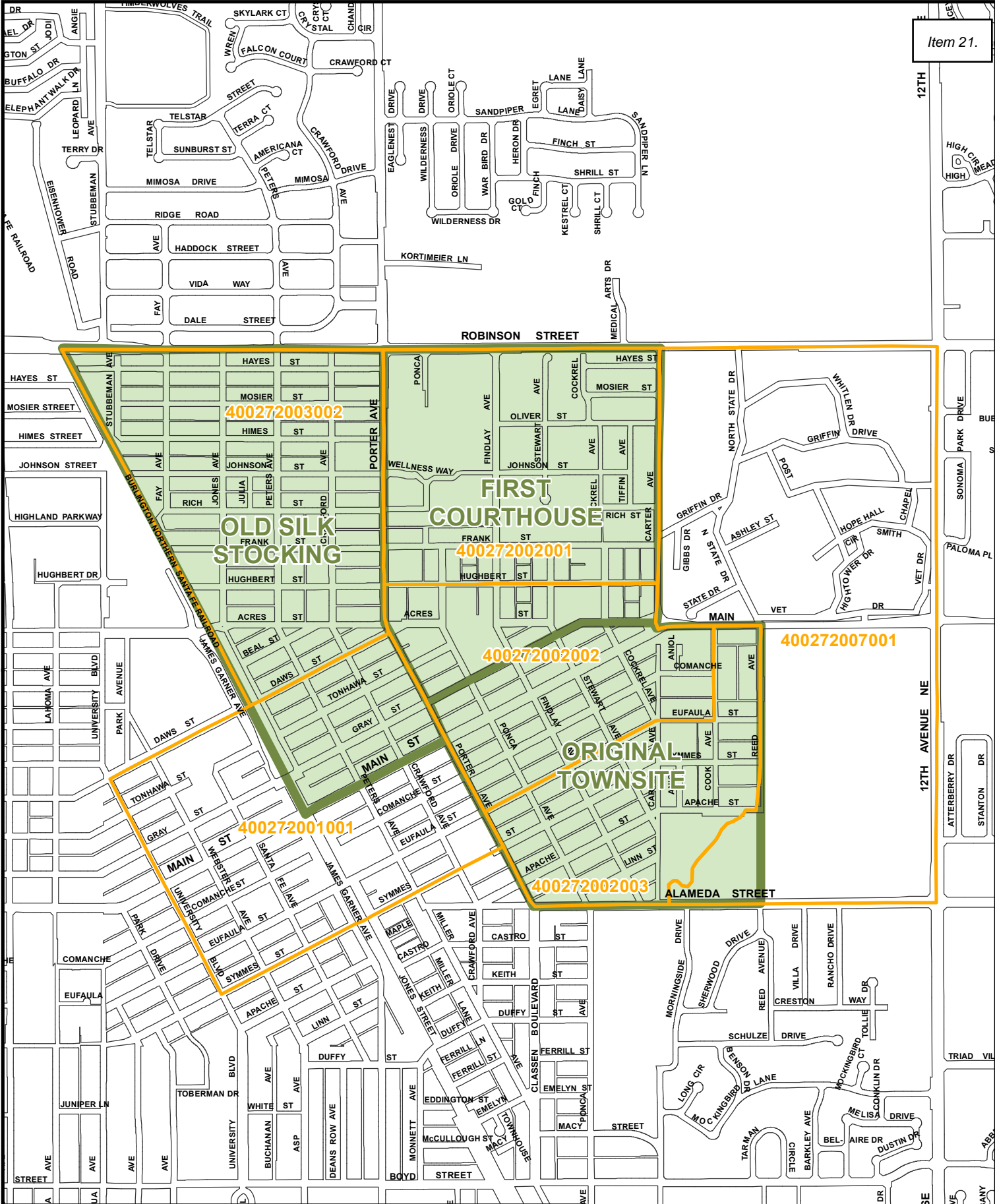
CURRENT PROGRAMMING

Community Development Block Grant **\$850,844 Total** Funds

Administration, Planning and Fair Housing	\$150,418
Public Services	\$102,242
Housing Rehabilitation Programs	\$208,974
<i>Neighborhood Projects and Acquisition</i>	<i>\$389,000 (expanded to include First Courthouse and Old Silk Stocking Neighborhoods.)</i>

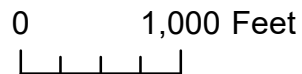
HOME Investment Partnerships Programs \$374,974 Total

Administration and Fair Housing	\$15,000
Community Housing Development Corporation	\$56,248
Tenant Based Rental Assistance	\$90,000
Affordable Housing Development	\$213,726



Strong Neighborhoods

January 29, 2024
 Map Produced by the City of Norman
 Geographic Information System.
 The City of Norman assumes no
 responsibility for errors or omissions
 in the information presented.



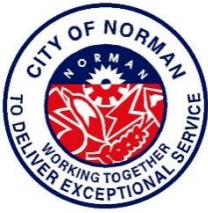
LEGEND

- StrongNeighborhoods_BlockGroupPolygons
- StrongNeighborhoods_Polygons

606

File Attachments for Item:

22. CONDUCTING A PUBLIC HEARING FOR CONSIDERATION OF ACCEPTANCE, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF AMENDMENT ONE TO CONTRACT K-1920-16 ALONG WITH SUBSTANTIAL AMENDMENT TWO TO THE FYE18 COMMUNITY DEVELOPMENT BLOCK GRANT ACTION PLAN AS OUTLINED IN THE STAFF REPORT.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 04/09/2024

REQUESTER: Lisa D. Krieg

PRESENTER: Lisa D. Krieg, CDBG Grants Manager

ITEM TITLE: CONDUCTING A PUBLIC HEARING FOR CONSIDERATION OF ACCEPTANCE, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF AMENDMENT ONE TO CONTRACT K-1920-16 ALONG WITH SUBSTANTIAL AMENDMENT TWO TO THE FYE18 COMMUNITY DEVELOPMENT BLOCK GRANT ACTION PLAN AS OUTLINED IN THE STAFF REPORT.

BACKGROUND:

The Third Year Action Plan for the 43rd Year Community Development Block Grant (CDBG) Program and the 2017 HOME Partnership Program (City of Norman FY 2017-2018) were approved by the Norman City Council on May 23, 2017 and the U.S. Department of Housing and Urban Development (HUD) on June 29, 2017. All activities included in the proposed use of funds referenced the Five-Year Consolidated Plan Objectives and expected performance outcomes, and totaled \$756,303. Amendment One was approved in 2020 to utilize Neighborhood Project funding to address issues related to the October 2019 Ice Storm.

To assist in addressing the changes in the needs of a non-profit that was awarded funding, this substantial amendment is prepared to revise the use of the funding. After a RFP process, the funds were awarded to Bethesda, Inc. with contract K-1920-16 to be utilized in conjunction with their established Capital Campaign. As a result of diminished fundraising activity due to the COVID 19 Pandemic, they have revised the expectations of their campaign and have requested the use of the funds to meet the immediate need to replace office equipment that may be utilized at their existing location as well as being able to be utilized at the new location when it occurs.

DISCUSSION:

The CDBG Program uses the guidance of a Citizen Participation Plan (CPP) in addressing the development of each Consolidated Plan and Action Plan as well as any changes that need to be made after approval. The CPP is approved by the CDBG Policy Committee, the City Council, and HUD as part of the Consolidated Planning Process.

In regards to substantial amendments to the Consolidated Plan or Annual Action Plan, per the regulations, the grantee shall identify the criteria it will use for determining what constitutes a substantial amendment. The City of Norman identifies a substantial amendment as the following:

1. An increase to the funding level of a previously approved activity or program by 50 percent or more;
2. A change in the purpose, scope, location or beneficiaries of an activity to the extent that it would be considered a new activity, at the discretion of the City of Norman; or
3. A change in the types of beneficiaries proposed to be served by the activity (ex. from homeless to youth), when more than 50 percent of the original beneficiary types will be changed.

This request qualifies for a Substantial Amendment of requirement 2 due to the change in scope (Acquisition of Equipment).

In addition to this request being reviewed by staff, it was also reviewed by Monica Fiordeleis, HUD Representative for compliance. This request was reviewed and approved by the CDBG Policy Committee on March 3, 2024.

RECOMMENDATION:

Staff reviewed the proposed change and recommends approval of Amendment Number One to Contract K-1920-16 to Bethesda, Inc. No change in funding amount is required.

Contract No. K-1920-16, Amendment One

This Agreement, made and entered into this, **9th day of July 2019** by and between the **City of Norman, Oklahoma**, a municipal corporation, hereinafter referred to as "City" and **Bethesda, Inc.**, hereinafter referred to as "Agency."

WHEREAS, the City has received grant funds from the U.S. Department of Housing and Urban Development in conjunction with the Community Development Block Grant Program under Grant Number B-17-MC-40-0002, a portion of which are to be distributed to Agency for the uses provided herein;

Further, whereas Agency agrees, upon receipt of a portion of said funds, to provide for activities to purchase equipment for agency use. Amendment One changes the prior award from Acquisition of Property to Purchase of Equipment, no change in contract amount.

For and in consideration of the activities agreed to be performed herein, by Agency, City agrees to distribute to Agency as its portion of the funds received, the total sum of \$25,000. Said funds to be distributed by City to Agency pursuant to the terms and conditions of grant numbers noted above by and between the U.S. Department of Housing and Urban Development and the City for the funding period of July 1, 2023, through June 30, 2024.

As further consideration for the disbursement of said funds by City to Agency, Agency agrees to abide by all the terms and conditions of the Community Development Block Grant Program and the 2 CFR Part 200 entitled Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Grants to use funds distributed pursuant to this contract to improve the quality of services to program participants. Particular attention should be paid to purchasing and record-keeping requirements.

It is further understood by and between the parties hereto that all the provisions of the Community Development Block Grant Program Contract described above are incorporated herein by reference and made a part of this contract and specifically that all provisions regarding modification, termination, and/or suspension of said Community Development Block Grant Program Contract are applicable hereto.

Budget

Equipment		\$25,000.00
Total Budget		\$25,000.00

General Provisions -- Records & Reports:

Agency shall maintain financial records documenting actual expenditures related to CDBG activities performed under this contract. Records must also be maintained by Agency documenting all activities required under this contract. These records shall be kept for a period of five (5) years after completion of this Contract.

Agency will submit copies of all property transaction documents to the Community Development Division detailing all activities performed with the use of City of Norman CDBG funds. Agency will make all required records available for inspection by the City of Norman Community Development Division for monitoring purposes.

Agency shall ensure recognition of the role of the grantor Agency in providing services through this contract. All activities, facilities and items utilized pursuant to this contract shall be prominently labeled as to funding source. In addition, Agency will include a reference to the support provided herein in all publications made possible with funds made available under this contract.

Program Income:

Any program income generated by Agency from this use of City of Norman CDBG funds within the designated five-year period shall be recorded. Agency may retain program income and expend it only on Agency Activities and documented as such. Use of Program Income will be included in the annual monitoring.

Uniform Administrative Requirement:

Agency shall carry out all activities in compliance with all Federal laws and regulations described in Sub-part & of 24 CFR Part 570 except 570.604. Agency does not assume responsibility of 24 CFR Part 52.

Suspension and Termination:

In accordance with 24 CFR 85.43, suspension or termination may occur if Agency materially fails to comply with any term of the award, and the award may be terminated for convenience in accordance with 24 CFR 85.44.

Reversion of Assets:

Any real property under Agency control that was acquired or improved in whole or in part with City of Norman CDBG funds in excess of \$25,000 must either:

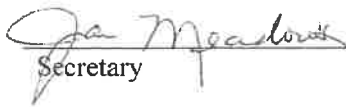
"Be used to meet one of the national objectives in 570.208 until five years after expiration of this contract; or disposed of in a manner that results in the City of Norman being reimbursed in the amount of the current fair market value of the property less any portion of the value attributable to expenditures of non-City of Norman CDBG funds for acquisition of or improvements to, the property. A Deed Restriction will be filed at the Cleveland County Courthouse to insure compliance. (Reimbursement is not required five years from date of expiration of this contract. Deed restriction will be released at this time)"

Bethesda, Inc.



President

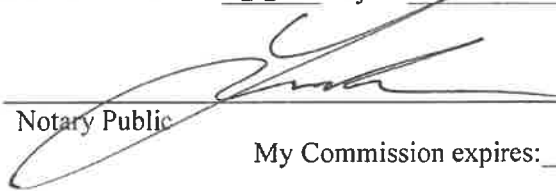
Attest:



Secretary

Subscribed and sworn to before me this 25th day of March, 2024.





Notary Public
My Commission expires: 7.6.27

The City of Norman, Oklahoma

Larry Heikkla, Mayor

Attest:

Brenda Hall, City Clerk

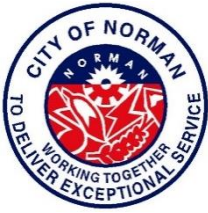
Approved as to form and legality this 4 day of April, 2024.



City Attorney's Office

File Attachments for Item:

23. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE O-2324-43 UPON SECOND AND FINAL READING: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, CLOSING A PORTION OF THE DAWS STREET RIGHT-OF-WAY, TO NORMAN, CLEVELAND COUNTY, OKLAHOMA; AND PROVIDING FOR THE SEVERABILITY THEREOF.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 04/9/2024

REQUESTER: City of Norman, Jerry's L.L.C., and the Linze Trust

PRESENTER: Elisabeth Muckala, Assistant City Attorney

ITEM TITLE: CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE O-2324-43 UPON SECOND AND FINAL READING: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, CLOSING A PORTION OF THE DAWS STREET RIGHT-OF-WAY, TO NORMAN, CLEVELAND COUNTY, OKLAHOMA; AND PROVIDING FOR THE SEVERABILITY THEREOF.

BACKGROUND:

In September 2020, the City Council approved an agreement with Jerry's, LLC (K-2021-56) to solidify the acquisition of property necessary for the Porter Corridor project. Van's Pig Stand is the business occupying the parcel from which the subject acquisition was sought. There were a number of components to the agreement, including language that committed the City to participate in closure of the public street portion of the then existing Daws Street that would no longer be needed north of the newly-constructed cul-de-sac terminating the remainder of Daws Street. The closure of this right-of-way completes the redesign plan for Daws Street that removes the portion connecting to Porter Avenue, which should discourage commercial traffic's use of residential streets to the south. The closure also benefits adjacent property owner, the Linze Trust (Don's Lock Shop is located on this property), and thus that entity has also joined in the request.

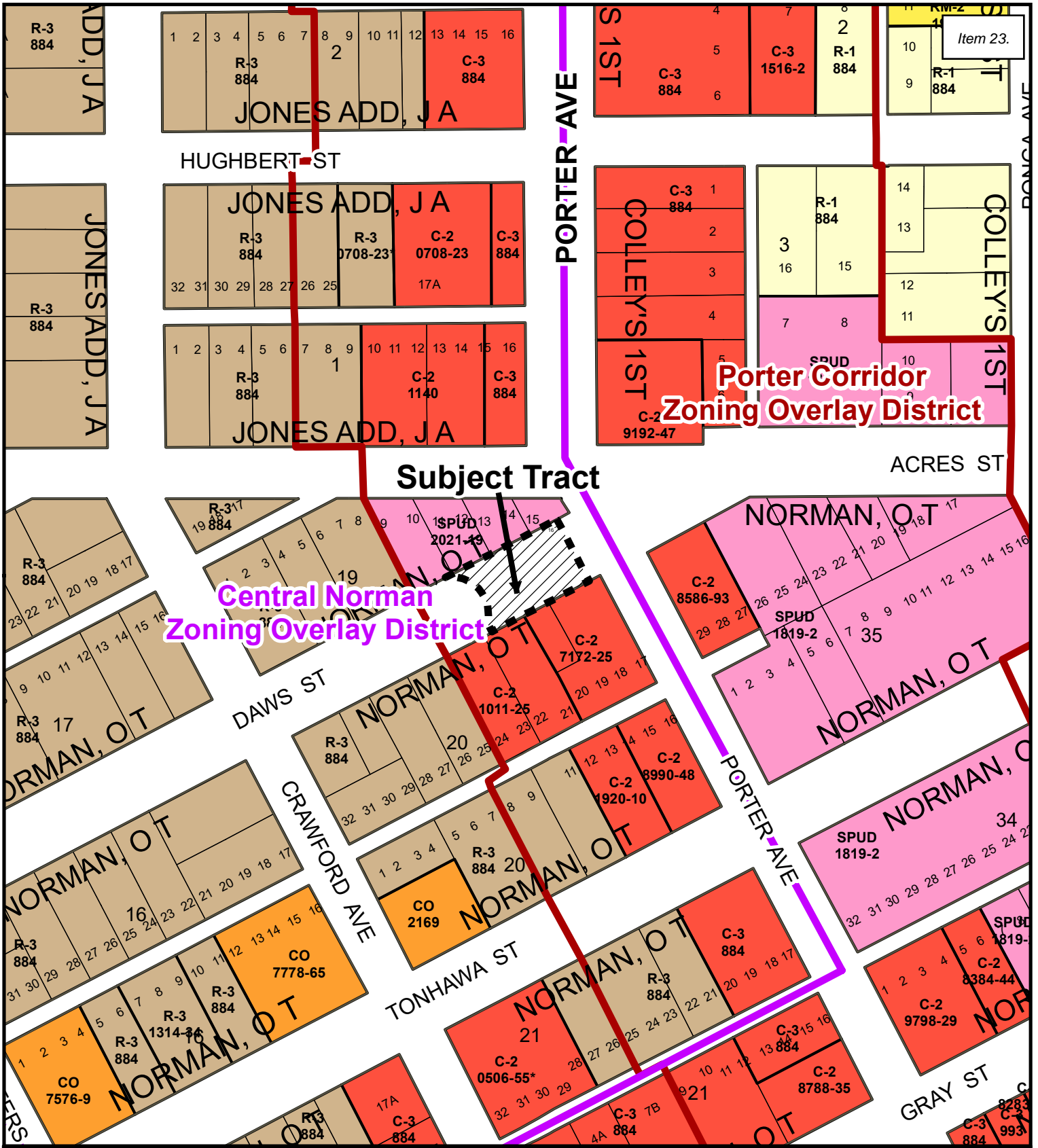
Part of the agreement required the retention by the City of certain public easements relating to installed sidewalk, drainage, and existing waterline and fiber. Upon closure, the private parties on either side may elect to seek vacation in District Court, at which time such easements would be reserved of record. This closure seeks to make a record of the parties' agreements regarding retained future easements for future use in any action for vacation. Thus, any closure approval is made subject to retention of necessary public easement.

DISCUSSION:

The Requesters desire to move forward with the planned closure so that the property can be utilized as currently designed. No changes to the current configuration of Daws Street and Porter Avenue are precipitated by this closure action. This will preserve necessary utility easement for existing City and other franchise utilities.

RECOMMENDATION:

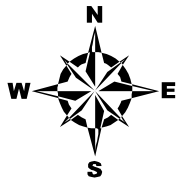
Staff supports the request to close the Requested Closure demonstrated in the application, located at the former intersection of Daws Street and Porter Avenue, subject to the identified retained public utility easements, and recommends approval of Ordinance No. O-2324-43.



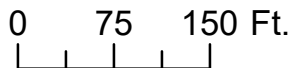
Location Map



Map Produced by the City of Norman Geographic Information System. The City of Norman assumes no responsibility for errors or omissions in the information presented.



February 19, 2024



Subject Tract



Zoning

Ordinance No. O-2324-43

AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, CLOSING A PORTION OF THE DAWS STREET RIGHT-OF-WAY, IN NORMAN, CLEVELAND COUNTY, OKLAHOMA; AND PROVIDING FOR THE SEVERABILITY THEREOF.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA:

- § 1. That, pursuant to Resolution Number R-8182-66, the City of Norman, Jerry's LLC and the Linze Trust, owners of property adjacent to the subject right-of-way, have petitioned the City to have a portion of the right-of-way of Daws Street lying between the current terminating cul-de-sac of Daws Street and Porter Avenue closed; and,
- § 2. That, also pursuant to Resolution Number R-8182-66, the proper notice has been given, and the maps, memorandums and other items required by said Resolution have been presented to this Council; and
- § 3. That, also pursuant to Resolution Number R-8182-66, a public hearing has been held by the Planning Commission on March 14, 2024 regarding said closure; and
- § 4. That, subject to retention of identified public easements upon any future vacation, the portion of the public right-of-way described as follows is hereby closed:

A part of ORIGINAL TOWNSITE OF NORMAN, RECORD BOOK 1 OF PLATS, PAGE 27, more particularly described as follows:

COMMENCING (POC) at the Southeast Corner of Lot 16, BLOCK 19 of said ORIGINAL TOWNSITE OF NORMAN;

THENCE S62°22'14"W a distance of 16.00 feet along the South Line of Lot 16 and said point being the POINT OF BEGINNING (POB);

THENCE S27°37'46"E a distance of 80.00 feet to the North line of Lot 17, BLOCK 20;

THENCE S62°22'14"W a distance of 126.02 feet along the North Lines of Lots 17, 18, 19, 20, 21, and 22;

THENCE N27°37'46"W a distance of 10.85 feet to a point of curve;

THENCE on a tangent curve to the right having a radius of 3.00 feet, a chord bearing N07°26'33"W a distance of 2.07 feet, a central angle bearing 40°22'27", and an arc length of 2.11 feet to a point of curve;

THENCE on a tangent curve to the left having a radius of 42.00', a chord bearing N43°33'48"W a distance of 69.89 feet, a central angle bearing 112°37'17", and an arc length of 82.56 feet to a point on the South Lien of Lot 10, BLOCK 19;

THENCE N62°22'14"E a distance of 144.50 feet along the South Lines of Lots 10, 11, 12, 13, 14, 15, and 16 to the POB;

Said parcel containing 9759 square feet of 0.22 acres more or less.

§ 5. Severability. If any section, subsection, sentence, clause, phrase, or portion of this ordinance is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions of this ordinance, except that the effective date provision shall not be severable from the operative provisions of the ordinance.

ADOPTED this _____ day
of _____, 2024.

NOT ADOPTED this _____ day
of _____, 2024.

(Mayor)

(Mayor)

ATTEST:

(City Clerk)



DATE: January 6, 2024

TO: Beth Muckala, Assistant City Attorney
Chris Mattingly, Director of Utilities
Ken Danner, Subdivision Manager
Rone Tromble, Administrative Technician IV
Jane Hudson, Director of Planning and Community Development
Nathan Madenwald, Utilities Engineer

FROM: Brenda Hall, City Clerk

SUBJECT: Request to Close Daws Street at the North Porter Avenue Intersection

I am in receipt of a request to close Daws Street where it intersects with North Porter Avenue as part of the 2019 Transportation Bond Improvements Projects.

After the information has been received from the Planning Department, Public Works Department, and Utilities Department and a determination has been made on whether to recommend approval or denial, please forward your recommendation to my office in order that it may be scheduled as an agenda item.

This item will be scheduled as an agenda item on March 26, 2024, and the information must be received in my office by March 18, 2024. If there is a problem in meeting that timeframe, please advise.

BH:smr
attachments

office memorandum



CITY OF NORMAN, OK
Memorandum

FILED IN THE OFFICE
 OF THE CITY CLERK
 ON 2-6-24

DATE: 2/6/2024

REQUESTERS: Paul D'Andrea, Capital Projects Manager for the **City of Norman**
 Gunner Joyce, Attorney for **Jerry's LLC** and The Kaye M. Linze Revocable Trust Dated the 13th day of April, 2016 ("**Linze Trust**")

PRESENTER: Elisabeth Muckala, Assistant City Attorney

ITEM TITLE: Petition and Joint Request to Close Daws Street where it intersects with North Porter Avenue

BACKGROUND:

The identified Requesters, the City of Norman, Jerry's LLC and the Linze Trust are all beneficial owners of the lands surrounding certain current public right-of-way previously utilized as Daws Street, where it intersects with North Porter Avenue, which right-of-way the requesters jointly propose be closed by the City of Norman, with reservation of certain utility easements.

On April 2, 2019, the citizens of Norman voted in favor of a Bond Issue to finance the local share of nineteen transportation improvement projects. One of the nineteen 2019 bond projects is the Porter Avenue and Acres Street Intersection Bond Project.

Proposed improvements for the Porter Avenue and Acres Street Intersection 2019 Bond Project include:

1. Revised geometry of the intersection to enhance traffic operations and pedestrian safety
2. New traffic signals with ADA compliant ramps and crossings.
3. New storm water structures meeting current City of Norman codes and ordinances
4. Dedicated left turn lanes to enhance traffic operations
5. Reconfigured access from Daws Street to accommodate intersection improvements at Porter and Acres
6. Utility relocations as needed to accommodate intersection improvements including new waterlines.

7. New ADA compliant pedestrian sidewalks adjacent to the roadway
8. Streetscape elements such as decorative lighting, sidewalk concrete and landscaping.

As part of the reconfiguration of Daws Street, the City eliminated the intersection between Daws Street and Porter Avenue and Daws Street became a cul-de-sac just west of Porter Avenue. Therefore, a portion of the remaining street right of way between the cul-de-sac and Porter Avenue no longer contains a city street. However, there are still City water, storm drainage and other structures in the area that the City of Norman, must maintain in the future.

DISCUSSION:

The Requesters believe the proposed closure of right-of-way is in the best interests of all parties, and ask the City of Norman to release and close, the following described portion of the Daws Street right-of-way ("Requested Closure"):

A part of ORIGINAL TOWNSITE OF NORMAN, RECORD BOOK 1 OF PLATS, PAGE 27, more particularly described as follows:

COMMENCING (POC) at the Southeast Corner of Lot 16, BLOCK 19 of said ORIGINAL TOWNSITE OF NORMAN;

THENCE S62°22'14"W a distance of 16.00 feet along the South Line of Lot 16 and said point being the POINT OF BEGINNING (POB);

THENCE S27°37'46"E a distance of 80.00 feet to the North line of Lot 17, BLOCK 20;

THENCE S62°22'14"W a distance of 126.02 feet along the North Lines of Lots 17, 18, 19, 20, 21, and 22;

THENCE N27°37'46"W a distance of 10.85 feet to a point of curve;

THENCE on a tangent curve to the right having a radius of 3.00 feet, a chord bearing N07°26'33"W a distance of 2.07 feet, a central angle bearing 40°22'27", and an arc length of 2.11 feet to a point of curve;

THENCE on a tangent curve to the left having a radius of 42.00', a chord bearing N43°33'48"W a distance of 69.89 feet, a central angle bearing 112°37'17", and an arc length of 82.56 feet to a point on the South Lien of Lot 10, BLOCK 19;

THENCE N62°22'14"E a distance of 144.50 feet along the South Lines of Lots 10, 11, 12, 13, 14, 15, and 16 to the POB;

Said parcel containing 9759 square feet of 0.22 acres more or less.

Upon closure, the Requested Closure area would distribute to each of the beneficial owners as demonstrated in the attached materials.

City of Norman Staff has reviewed the Requested Closure and identified affected utilities. The only utility infrastructure found within the Requested Closure is a City of Norman waterline. To


effectuate the Requested Closure, utility easements from each of the Requesters will need to be retained for the benefit of City of Norman, as demonstrated in the attached materials.

An ownership list certified by the Director of Public Works, reflecting all owners of record, according to County records, of property within 400 feet¹ in any direction of the above-described Requested Closure area is submitted herewith. A map which is attached to said ownership list shows the location of ownership lines for each owner of record whose name appears on the ownership list. The City of Norman will bear responsibility for effectuation and applicable costs and fees associated with this closure action, and all notices required thereby.

REQUESTED ACTION:

Pursuant to Resolution 8182-66, as amended, of the City of Norman, the undersigned Requestor/Applicants request the closure of the above-described Requested Closure area, by enactment of an ordinance by the City Council of the City of Norman.


Gummer Joyce, Attorney for Jerry's,
and the Linze Trust


Paul D'Andrea, Capital Projects
Manager for the City of Norman

[ATTACHMENTS]

¹ 300 ft. is the minimum notice radius, but the applicants have opted to notify to 400 ft.

TOTAL CLOSURE AREA

Right of Way Vacation

A part of ORIGINAL TOWNSITE OF NORMAN, RECORD BOOK 1 OF PLATS, PAGE 27, more particularly described as follows:

COMMENCING (POC) at the Southeast Corner of Lot 16, BLOCK 19 of said ORIGINAL TOWNSITE OF NORMAN;

THENCE S62°22'14"W a distance of 16.00 feet along the South Line of Lot 16 and said point being the POINT OF BEGINNING (POB);

THENCE S27°37'46"E a distance of 80.00 feet to the North line of Lot 17, BLOCK 20;

THENCE S62°22'14"W a distance of 126.02 feet along the North Lines of Lots 17, 18, 19, 20, 21, and 22;

THENCE N27°37'46"W a distance of 10.85 feet to a point of curve;

THENCE on a tangent curve to the right having a radius of 3.00 feet, a chord bearing N07°26'33"W a distance of 2.07 feet, a central angle bearing 40°22'27", and an arc length of 2.11 feet to a point of curve;

THENCE on a tangent curve to the left having a radius of 42.00', a chord bearing N43°33'58"W a distance of 69.89 feet, a central angle bearing 112°37'17", and an arc length of 82.56 feet to a point on the South Line of Lot 10, BLOCK 19;

THENCE N62°22'14"E a distance of 144.50 feet along the South Lines of Lots 10, 11, 12, 13, 14, 15, and 16 to the POB;

Said parcel containing 9759 square feet or 0.22 acres more or less.

Bearings and Distances are GRID - Oklahoma State Plane - South Zone

SURVEYOR'S CERTIFICATE

I, Paul E. Davis of Garver, LLC, certify that the legal description herein closes in accordance with current tolerances and is a true representation of the real property described, and that the legal description of real property meets the minimum technical standards as adopted by the Board of Registration for Professional Engineers and Land Surveyors for the State of Oklahoma.

Witness my hand and seal this 13th day of September, 2023.

Paul E. Davis
Paul E. Davis, PLS
Oklahoma No. 1565
Cert. of Auth. 4193
Exp. Date June 30, 2024



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PORTER AND ACRES
INTERSECTION
IMPROVEMENTS

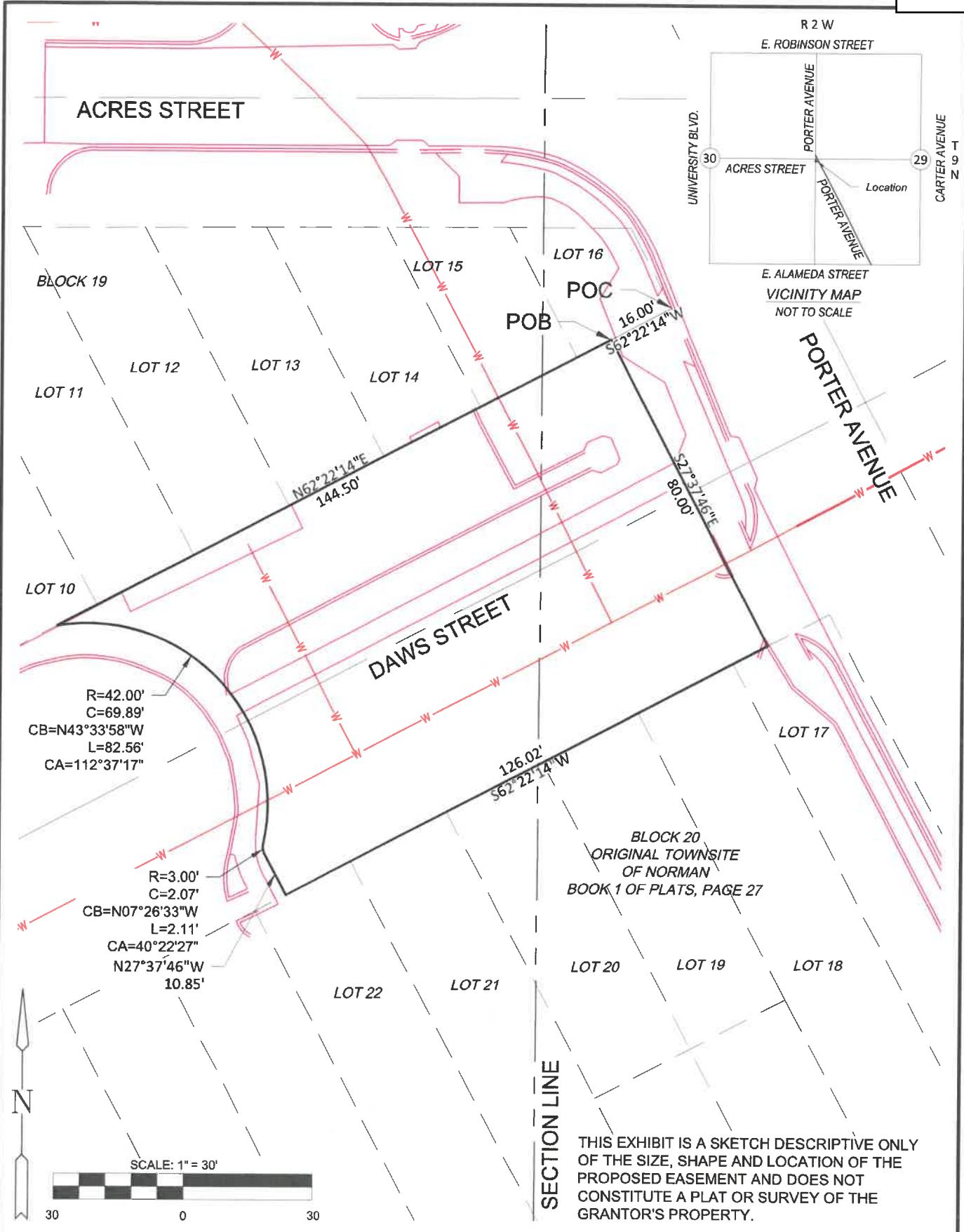
Right of Way Vacation
Legal Description

FIGURE NUMBER

ORWV1

SHEET NUMBER 1 of

625



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IMPROVEMENTS

Right of Way Vacation
Exhibit

FIGURE NUMBER
ORWV2
SHEET NUMBER **20** 626

TO VAN'S AFTER CLOSURE

Right of Way Vacation

A part of ORIGINAL TOWNSITE OF NORMAN, RECORD BOOK 1 OF PLATS, PAGE 27, more particularly described as follows:

COMMENCING (POC) at the Northeast Corner of Lot 17, BLOCK 20 of said ORIGINAL TOWNSITE OF NORMAN;

THENCE S62°22'14"W a distance of 16.00 feet along the North Line of Lot 17 and said point being the POINT OF BEGINNING (POB);

THENCE S62°22'14"W a distance of 126.02 feet along the North Lines of Lots 17, 18, 19, 20, 21, and 22;

THENCE N27°37'46"W a distance of 10.85 feet to a point of curve;

THENCE on a tangent curve to the right having a radius of 3.00 feet, a chord bearing N07°26'33"W a distance of 2.07 feet, a central angle bearing 40°22'27", and an arc length of 2.11 feet to a point of curve;

THENCE on a tangent curve to the left having a radius of 42.00', a chord bearing N07°26'33"W a distance of 28.99 feet, a central angle bearing 40°22'27", and an arc length of 29.60 feet to a point on the platted centerline of Daws Street;

THENCE N62°22'14"E a distance of 115.31 feet along the platted centerline;

THENCE S27°37'46"E a distance of 40.00 feet to the POB;

Said parcel containing 4835 square feet or 0.11 acres more or less.

Bearings and Distances are GRID - Oklahoma State Plane - South Zone

SURVEYOR'S CERTIFICATE

I, Paul E. Davis of Garver, LLC, certify that the legal description herein closes in accordance with current tolerances and is a true representation of the real property described, and that the legal description of real property meets the minimum technical standards as adopted by the Board of Registration for Professional Engineers and Land Surveyors for the State of Oklahoma.

Witness my hand and seal this 22nd day of June, 2023.

Paul E. Davis

Paul E. Davis, PLS
Oklahoma No. 1565
Cert. of Auth. 4193
Exp. Date June 30, 2024



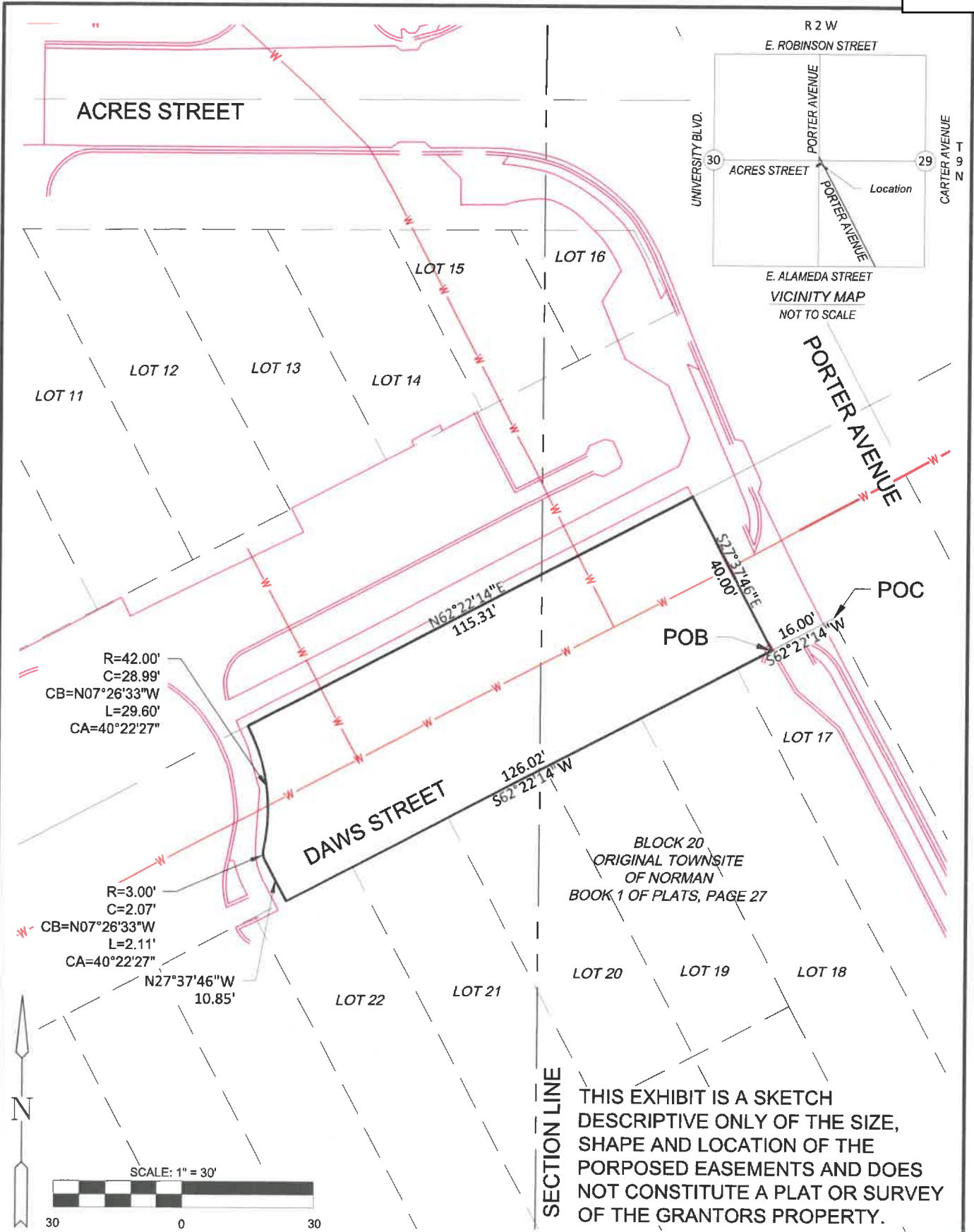
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	CITY OF NORMAN NORMAN, OKLAHOMA PORTER AND ACRES INTERSECTION IMPROVEMENTS

CITY OF NORMAN
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Right of Way Vacation
Exhibit A

FIGURE NUMBER VRWV1
SHEET NUMBER 1 of 628



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INTERSECTION
IMPROVEMENTS

Right of Way Vacation
 Exhibit B

FIGURE NUMBER
VRWV2
 SHEET NUMBER **20** 629

**PUBLIC WATERLINE EASEMENT RETAINED ON
VAN'S AFTER CLOSURE**

Waterline Easement

A part of ORIGINAL TOWNSITE OF NORMAN, RECORD BOOK 1 OF PLATS, PAGE 27, more particularly described as follows:

COMMENCING at the Northeast Corner of Lot 17, Block 20 of said ORIGINAL TOWNSITE OF NORMAN;

THENCE S62°22'14"W a distance of 16.00 feet along the North Line of Lot 17 to a point on the North Line of Lot 17;

THENCE N27°37'46"W a distance of 18.00 feet to the POINT OF BEGINNING (POB);

THENCE S62°22'14"W a distance of 121.53 feet to a point of curve;

THENCE on a curve to the left having a radius of 42.00 feet bearing N86°02'29"W, a chord bearing N07°02'18"W a length of 16.02 feet, a central angle of 21°59'39", and an arc length of 16.12 feet;

THENCE N62°22'14"E a distance of 14.36 feet;

THENCE N27°37'46"W a distance of 7.00 feet to the platted centerline of Daws Street;

THENCE N62°22'14"E along said platted centerline a distance of 10.00 feet;

THENCE S27°37'46"E a distance of 7.00 feet;

THENCE N62°22'14"E a distance of 57.54 feet;

THENCE N27°37'46"W a distance of 7.00 feet to a point on said platted centerline;

THENCE N62°22'14"E along said platted centerline a distance of 15.00 feet;

THENCE S27°37'46"E a distance of 7.00 feet;

THENCE N62°22'14"E a distance of 19.00 feet;

THENCE S27°37'46"E a distance of 15.00 to the POB;

Said parcel containing 1949 square feet or 0.05 acres more or less.

Bearings and Distances are GRID - Oklahoma State Plane - South Zone

SURVEYOR'S CERTIFICATE

I, Paul E. Davis of Garver, LLC, certify that the legal description herein closes in accordance with current tolerances and is a true representation of the real property described, and that the legal description of real property meets the minimum technical standards as adopted by the Board of Registration for Professional Engineers and Land Surveyors for the State of Oklahoma.

Witness my hand and seal this 22nd day of June, 2023.

Paul E. Davis

Paul E. Davis, PLS
Oklahoma No. 1565
Cert. of Auth. 4193
Exp. Date June 30, 2024



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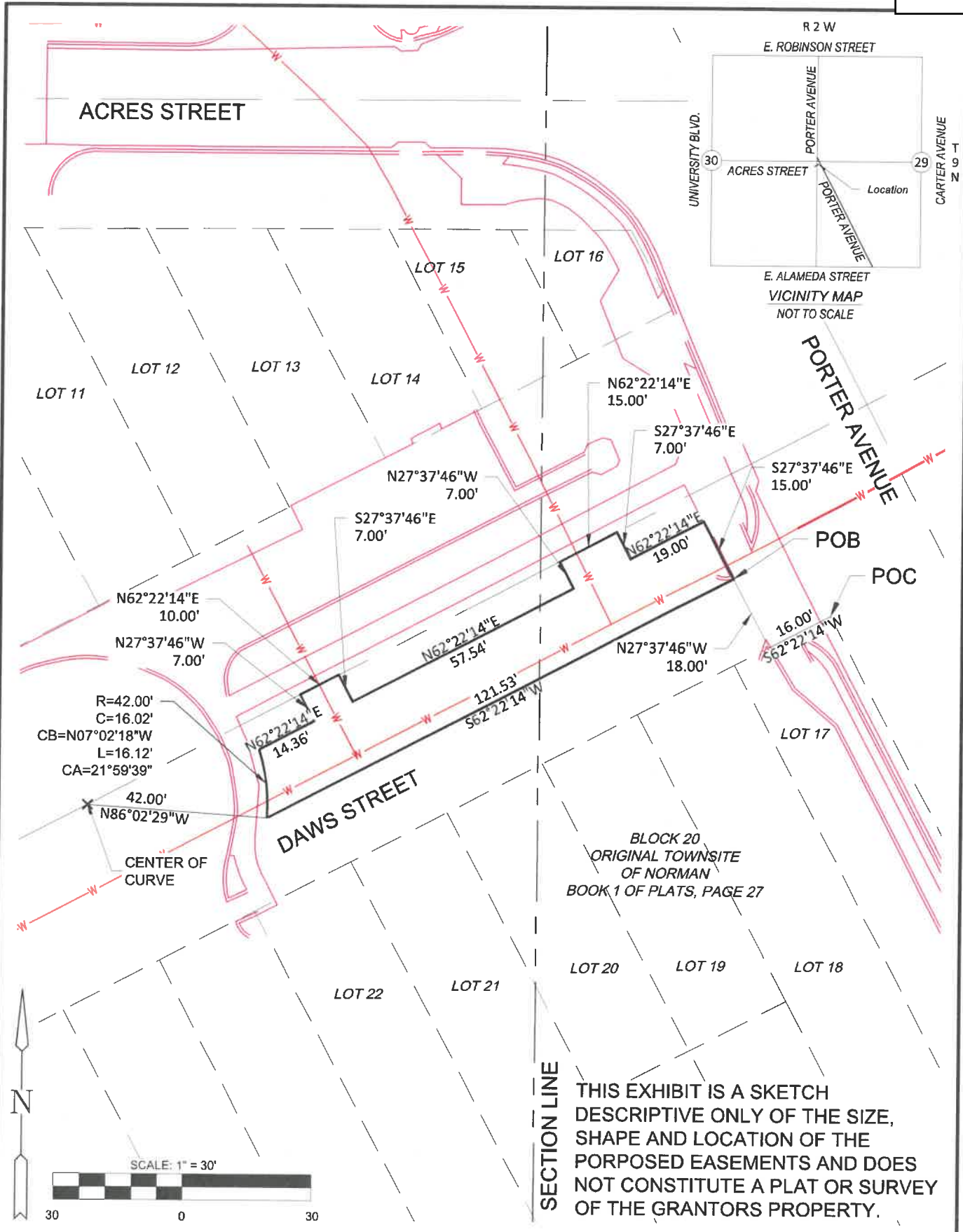
CITY OF NORMAN
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Waterline Easement
Exhibit A

FIGURE NUMBER

VWLE1

SHEET
NUMBER 1 of



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Waterline Easement
 Exhibit B

FIGURE NUMBER	VWLE2
SHEET NUMBER	20
	632

TO DON'S AFTER CLOSURE

RIGHT OF WAY VACATION

A part of ORIGINAL TOWNSITE OF NORMAN, RECORD BOOK 1 OF PLATS, PAGE 27, more particularly described as follows:

BEGINNING (POB) at the Southeast Corner of Lot 14;

THENCE S27°37'46"E a distance of 40.00 feet to the platted centerline of Daws Street;

THENCE S62°22'14"W a distance of 81.31 feet along the platted centerline to a point of curve;

THENCE on a curve to the left having a radius of 42.00 feet bearing S62°22'14"W, a chord bearing N63°45'12"W a distance of 49.52 feet, a central angle bearing 72°14'50", and an arc length of 52.96 feet to a point on the South Line of Lot 10;

THENCE N62°22'14"E a distance of 110.50 feet along the South Lines of Lots 10, 11, 12, 13, and 14 to the POINT OF BEGINNING;

Said parcel containing 3564 square feet or 0.08 acres more or less.

Bearings and Distances are GRID - Oklahoma State Plane - South Zone

SURVEYOR'S CERTIFICATE

I, Paul E. Davis of Garver, LLC, certify that the legal description herein closes in accordance with current tolerances and is a true representation of the real property described, and that the legal description of real property meets the minimum technical standards as adopted by the Board of Registration for Professional Engineers and Land Surveyors for the State of Oklahoma.

Witness my hand and seal this 22nd day of June, 2023.

Paul E. Davis, PLS
Oklahoma No. 1565
Cert. of Auth. 4193
Exp. Date June 30, 2024



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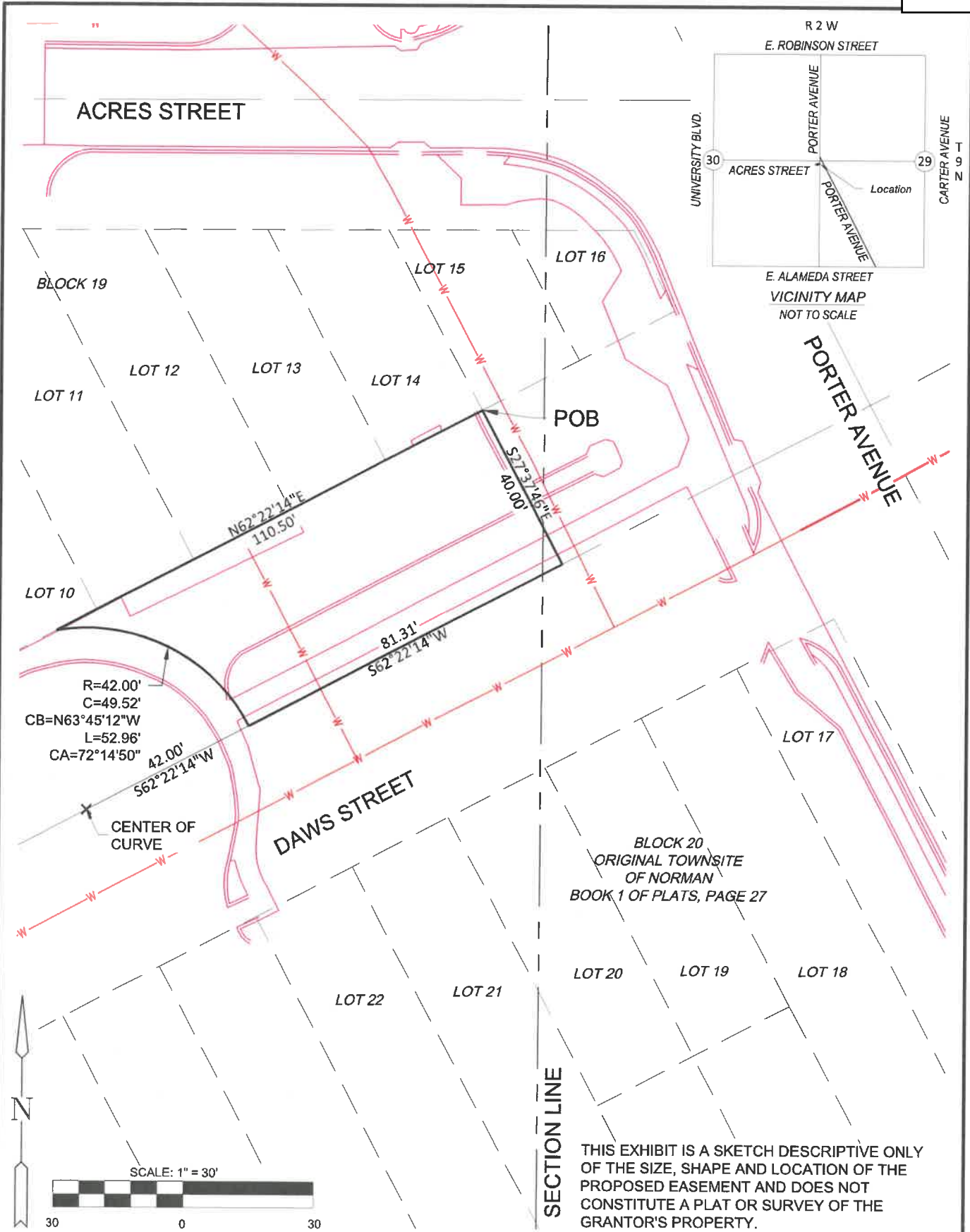
Right of Way Vacation
Exhibit A

FIGURE NUMBER

DRWV1

SHEET
NUMBER 1 OF

634



THIS EXHIBIT IS A SKETCH DESCRIPTIVE ONLY OF THE SIZE, SHAPE AND LOCATION OF THE PROPOSED EASEMENT AND DOES NOT CONSTITUTE A PLAT OR SURVEY OF THE GRANTOR'S PROPERTY.

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CITY OF NORMAN
 NORMAN, OKLAHOMA
 PORTER AND ACRES
 INTERSECTION
 IMPROVEMENTS

Right of Way Vacation
 Exhibit B

FIGURE NUMBER
DRWV2
 SHEET NUMBER **20** 635

**PUBLIC SIDEWALK AND DRAINAGE EASEMENT
RETAINED ON DON'S AFTER CLOSURE**

Drainage and Sidewalk Easement

A part of ORIGINAL TOWNSITE OF NORMAN, RECORD BOOK 1 OF PLATS, PAGE 27, more particularly described as follows:

COMMENCING (POC) at the Southeast Corner of Lot 14, Block 19 of ORIGINAL TOWNSITE OF NORMAN, BOOK 1 OF PLATS, Page 27;

THENCE S27°37'46"E a distance of 23.00 feet to a point and said point being the POINT OF BEGINNING (POB);

THENCE S27°37'46"E a distance of 17.00 feet to a point on the platted centerline of Daws Street

THENCE S62°22'14"W a distance of 81.31 feet along the platted centerline to a curve;

THENCE on a curve to the left having a radius of 42.00 feet bearing S62°22'14"W, a chord bearing N39°34'04"W a distance of 17.38 feet, a central angle of 23°52'34", and an arc length of 17.50 feet;

THENCE N62°22'14"E a distance of 84.90 feet to the POB;

Said parcel containing 1402 square feet or 0.03 acres more or less.

Bearings and Distances are GRID - Oklahoma State Plane - South Zone

SURVEYOR'S CERTIFICATE

I, Paul E. Davis of Garver, LLC, certify that the legal description herein closes in accordance with current tolerances and is a true representation of the real property described, and that the legal description of real property meets the minimum technical standards as adopted by the Board of Registration for Professional Engineers and Land Surveyors for the State of Oklahoma.

Witness my hand and seal this 22nd day of June, 2023.

Paul E. Davis

Paul E. Davis, PLS
Oklahoma No. 1565
Cert. of Auth. 4193
Exp. Date June 30, 2024



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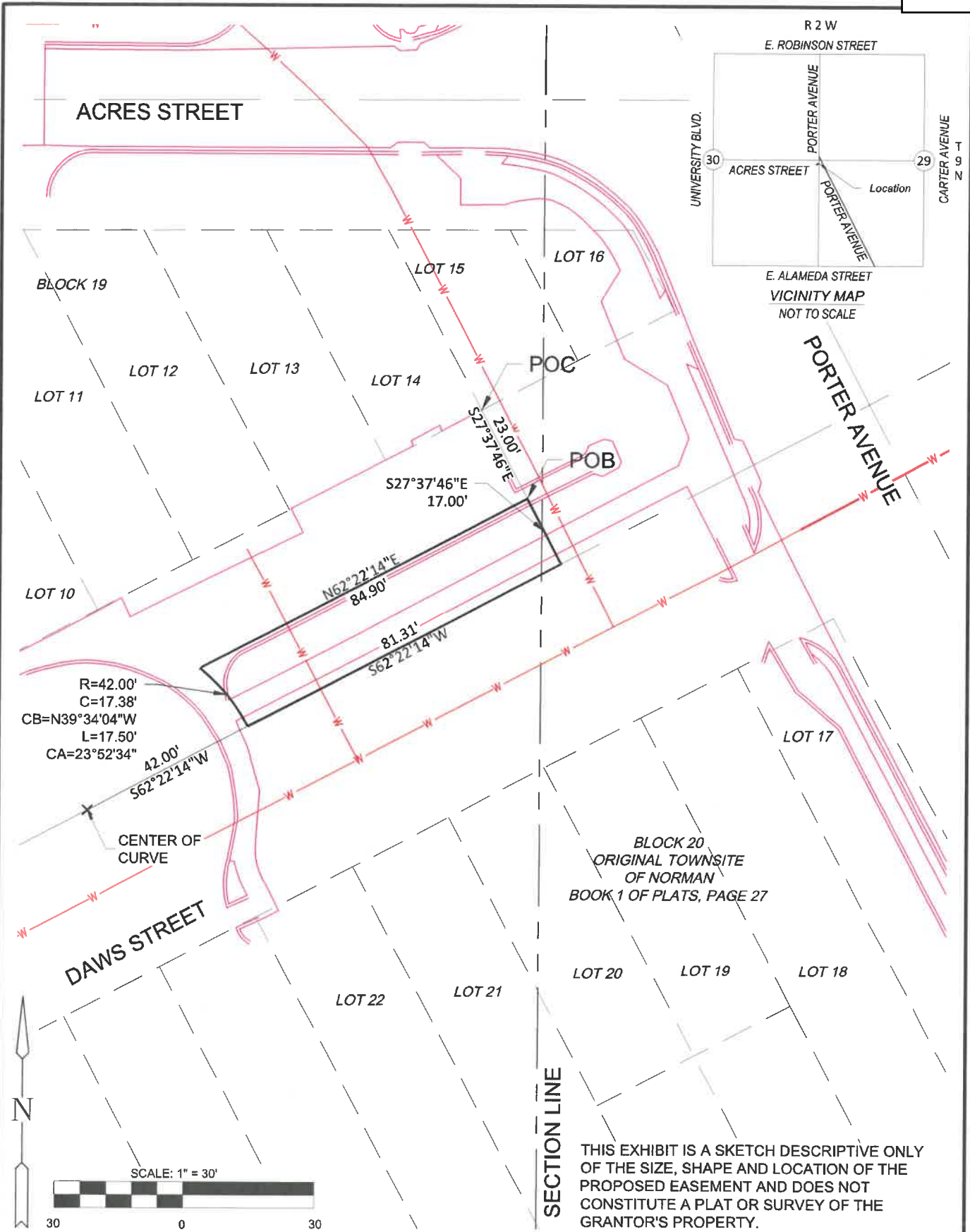
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Moore, OK 73160
405.329.2555

CITY OF NORMAN
NORMAN, OKLAHOMA
PORTER AND ACRES
INTERSECTION
IMPROVEMENTS

Drainage and Sidewalk Easement
Exhibit A

FIGURE NUMBER
DDSWF1

SHEET
NUMBER 1 of



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**CITY OF NORMAN
 NORMAN, OKLAHOMA
 PORTER AND ACRES
 INTERSECTION
 IMPROVEMENTS**

**Drainage and Sidewalk Easement
 Exhibit B**

**FIGURE NUMBER
 DDSWE2
 SHEET NUMBER 2 of 638**

**PUBLIC WATERLINE EASEMENT RETAINED ON
DON'S CLOSURE**

Waterline Easement

A part of ORIGINAL TOWNSITE OF NORMAN, RECORD BOOK 1 OF PLATS, PAGE 27, more particularly described as follows:

COMMENCING (POC) at the Southeast Corner of LOT 12, BLOCK 19 of said ORIGINAL TOWNSITE OF NORMAN;

THENCE S62°22'14"W a distance of 8.09 feet along the South Line of Lot 12 to the POINT OF BEGINNING (POB);

THENCE S27°37'46"E a distance of 40.00 feet to the platted centerline of Daws Street;

THENCE S62°22'14"W a distance of 10.00 along the platted centerline;

THENCE N27°37'46"W a distance of 40.00 feet to a point on the South Line of Lot 12;

THENCE N62°22'14"E a distance of 10.00 feet along the South Line of Lot 12 to the POB;

Said parcel containing 400 square feet or 0.01 acres more or less.

Bearings and Distances are GRID - Oklahoma State Plane - South Zone

SURVEYOR'S CERTIFICATE

I, Paul E. Davis of Garver, LLC, certify that the legal description herein closes in accordance with current tolerances and is a true representation of the real property described, and that the legal description of real property meets the minimum technical standards as adopted by the Board of Registration for Professional Engineers and Land Surveyors for the State of Oklahoma.

Witness my hand and seal this 22nd day of June, 2023.



Paul E. Davis, PLS
Oklahoma No. 1565
Cert. of Aut. 4193
Exp. Date June 30, 2024



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CITY OF NORMAN
NORMAN, OKLAHOMA
PORTER AND ACRES
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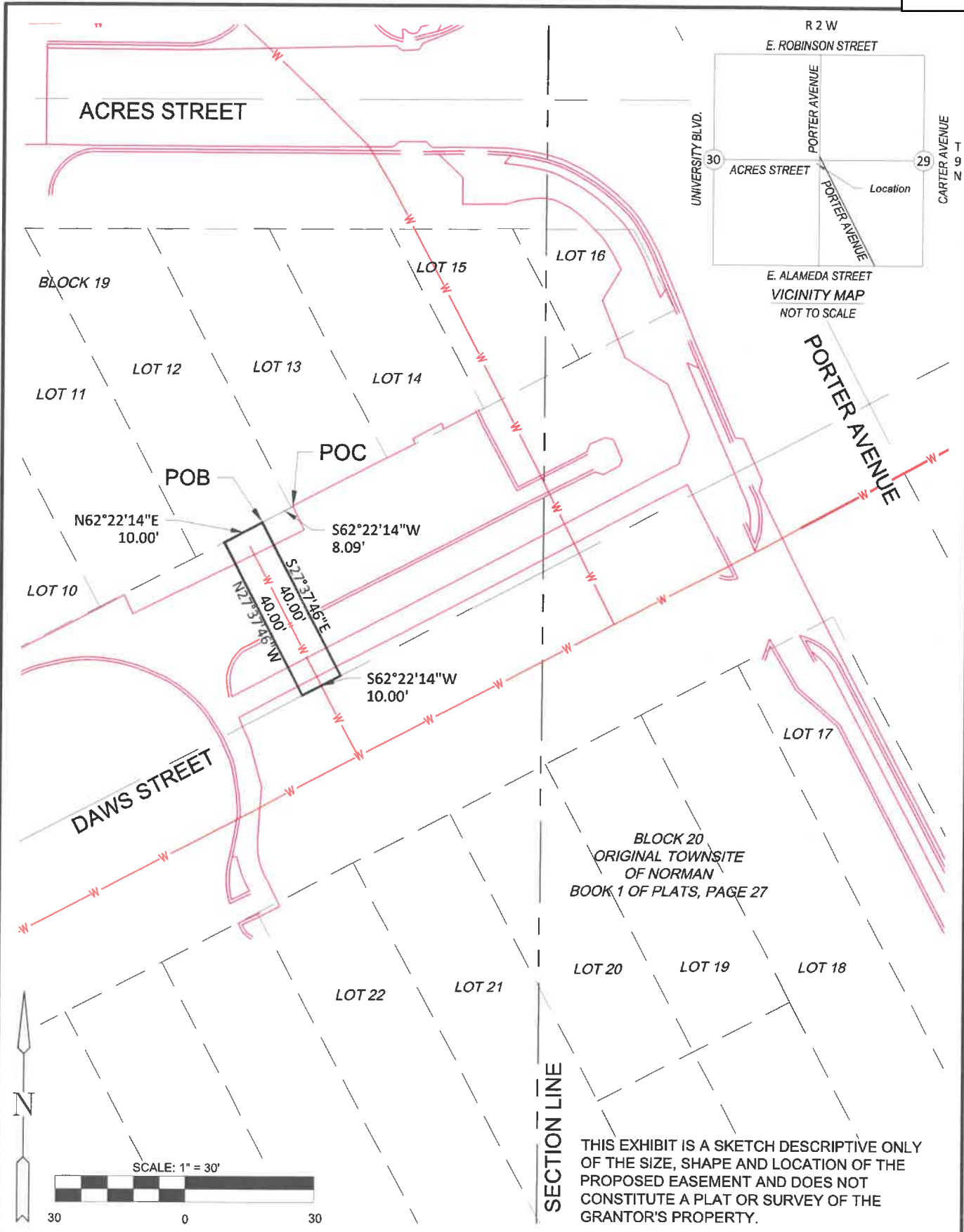
Waterline Easement
Exhibit A

FIGURE NUMBER

DWLE1

SHEET
NUMBER 1 of

640



BLOCK 20
ORIGINAL TOWNSITE
OF NORMAN
BOOK 1 OF PLATS, PAGE 27

SECTION LINE

THIS EXHIBIT IS A SKETCH DESCRIPTIVE ONLY OF THE SIZE, SHAPE AND LOCATION OF THE PROPOSED EASEMENT AND DOES NOT CONSTITUTE A PLAT OR SURVEY OF THE GRANTOR'S PROPERTY.

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CITY OF NORMAN
NORMAN, OKLAHOMA
PORTER AND ACRES
INTERSECTION
IMPROVEMENTS

Waterline Easement
Exhibit B

FIGURE NUMBER
DWLE2
SHEET NUMBER 2 of 641

TO CITY AFTER CLOSURE

Right of Way Vacation

A part of ORIGINAL TOWNSITE OF NORMAN, RECORD BOOK 1 OF PLATS, PAGE 27, more particularly described as follows:

BEGINNING (POB) at the Southwest Corner of Lot 15, Block 19 of said ORIGINAL TOWNSITE OF NORMAN;

THENCE N62°22'14"E a distance of 34.00 feet along the South Lines of Lots 15 and 16;

THENCE S27°37'46"E a distance of 40.00 feet to a point on the platted centerline of Daws Street;

THENCE S62°22'14"W a distance of 34.00 feet along the platted centerline;

THENCE N27°37'46"W a distance of 40.00 feet to the POB;

Said parcel containing 1360 square feet or 0.03 acres more or less.

Bearings and Distances are GRID - Oklahoma State Plane - South Zone

SURVEYOR'S CERTIFICATE

I, Paul E. Davis of Garver, LLC, certify that the legal description herein closes in accordance with current tolerances and is a true representation of the real property described, and that the legal description of real property meets the minimum technical standards as adopted by the Board of Registration for Professional Engineers and Land Surveyors for the State of Oklahoma.

Witness my hand and seal this 13th day of September, 2023.

Paul E. Davis

Paul E. Davis, PLS
Oklahoma No. 1565
Cert. of Auth. 4193
Exp. Date June 30, 2024



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CITY OF NORMAN
NORMAN, OKLAHOMA
PORTER AND ACRES
INTERSECTION
IMPROVEMENTS

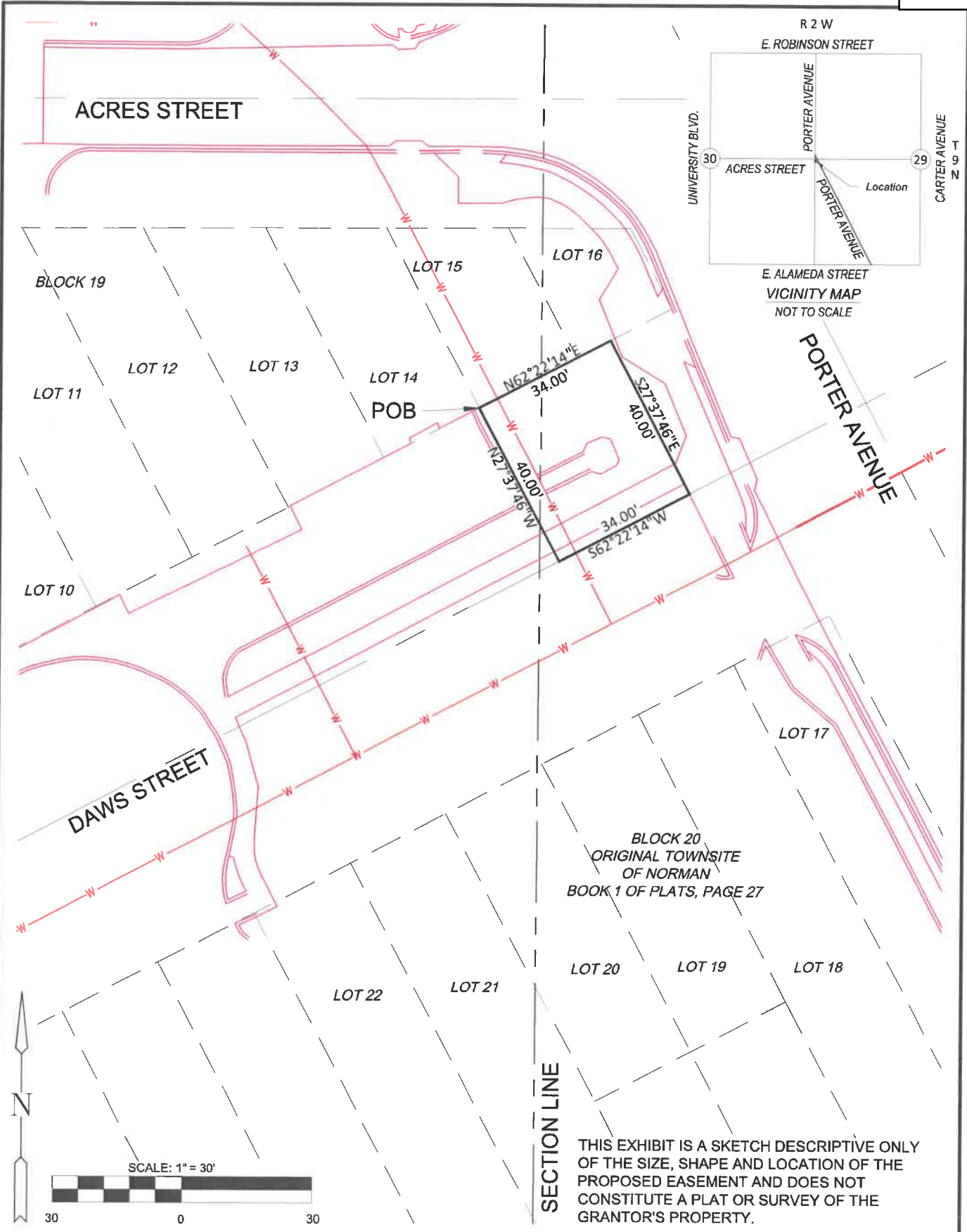
Right of Way Vacation
Legal Description

FIGURE NUMBER

NRWV1

SHEET
NUMBER 1 OF

643



SECTION LINE

THIS EXHIBIT IS A SKETCH DESCRIPTIVE ONLY OF THE SIZE, SHAPE AND LOCATION OF THE PROPOSED EASEMENT AND DOES NOT CONSTITUTE A PLAT OR SURVEY OF THE GRANTOR'S PROPERTY.

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CITY OF NORMAN
 NORMAN, OKLAHOMA
 PORTER AND ACRES
 INTERSECTION
 IMPROVEMENTS

Right of Way Vacation
 Exhibit

FIGURE NUMBER
NRWV2
 SHEET NUMBER **2** OF **644**

PUBLIC WATERLINE EASEMENT RETAINED ON CITY'S AFTER CLOSURE

WATERLINE EASEMENT

A part of the of ORIGINAL TOWNSITE OF NORMAN, RECORD BOOK 1 OF PLATS, PAGE 27, more particularly described as follows:

BEGINNING at the Northwest Corner of Lot 15, Block 19 of said ORIGINAL TOWNSITE OF NORMAN;

THENCE S27°37'46"E a distance of 86.86 feet to a point on the platted centerline of Daws Street;

THENCE N62°22'14"E a distance of 15.00 feet along the platted centerline of Daws Street;

THENCE N27°37'46"W a distance of 79.08 feet to a point on the North Line of Lot 15;

THENCE S89°47'34"W a distance of 16.90 feet along the North Line to the POINT OF BEGINNING;

Said parcel containing 1245 square feet or 0.03 acres more or less.

Bearings and Distances are GRID - Oklahoma State Plane - South Zone

SURVEYOR'S CERTIFICATE

I, Paul E. Davis of Garver, LLC, certify that the legal description herein closes in accordance with current tolerances and is a true representation of the real property described, and that the legal description of real property meets the minimum technical standards as adopted by the Board of Registration for Professional Engineers and Land Surveyors for the State of Oklahoma.

Witness my hand and seal this 22nd day of June, 2023.

Paul E. Davis

Paul E. Davis, PLS
Oklahoma No. 1565
Cert. of Auth. 4193
Exp. Date June 30, 2024



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CITY OF NORMAN
NORMAN, OKLAHOMA
PORTER AND ACRES
INTERSECTION
IMPROVEMENTS

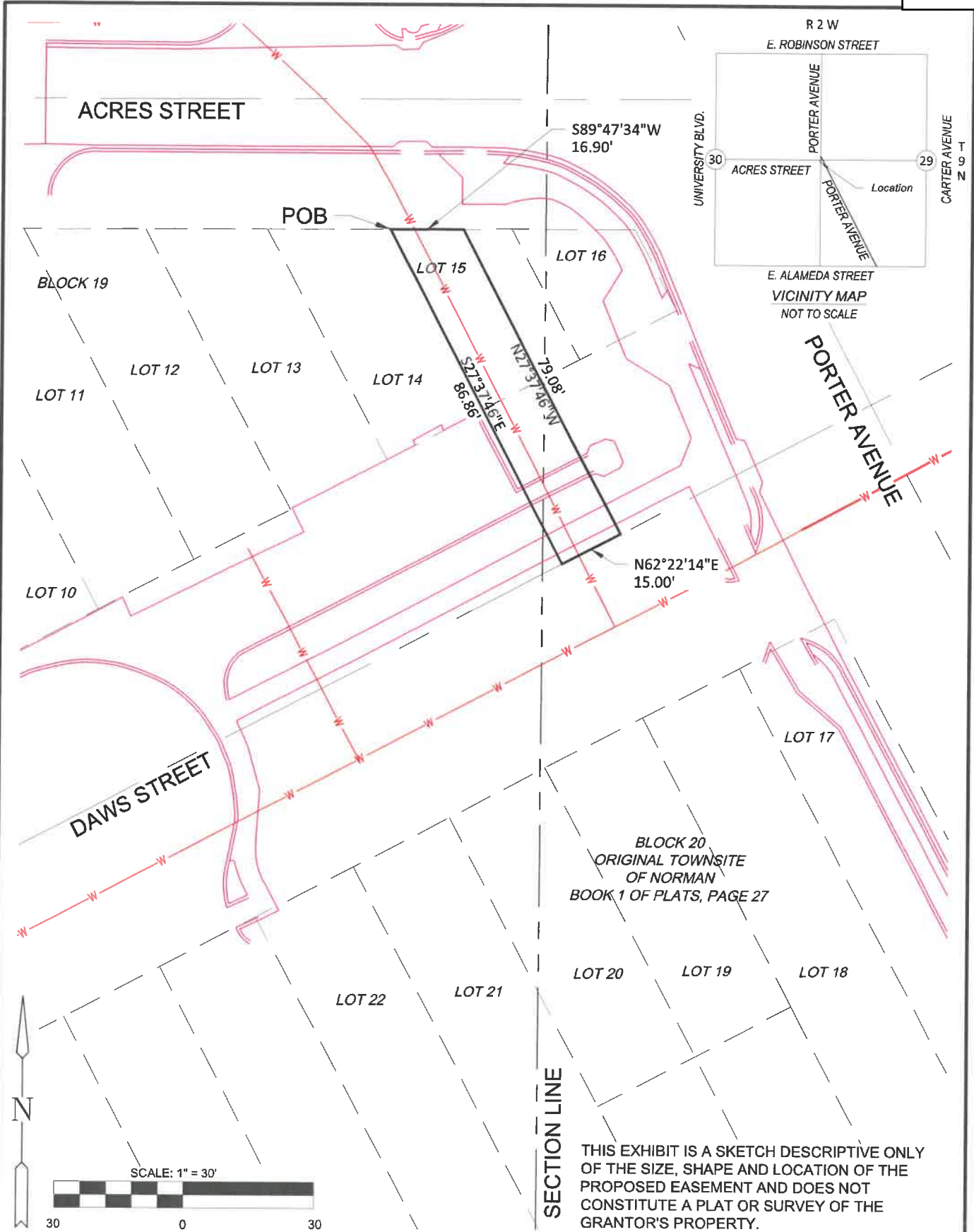
Waterline Easement
Exhibit A

FIGURE NUMBER

NWLE1

SHEET
NUMBER 1 OF

646



BLOCK 20
ORIGINAL TOWNSITE
OF NORMAN
BOOK 1 OF PLATS, PAGE 27

SECTION LINE

THIS EXHIBIT IS A SKETCH DESCRIPTIVE ONLY
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PROPOSED EASEMENT AND DOES NOT
CONSTITUTE A PLAT OR SURVEY OF THE
GRANTOR'S PROPERTY.

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CITY OF NORMAN
NORMAN, OKLAHOMA
PORTER AND ACRES
INTERSECTION
IMPROVEMENTS

Waterline Easement
Exhibit B

FIGURE NUMBER
NWLE2
SHEET NUMBER
20

647

RADIUS MAP & NOTICE ADDRESS LIST



Radius Map

DAWS ST AND PORTER AVE
400ft. Radius

Map Produced by the City of Norman
Geographic Information System
The City of Norman assumes no
responsibility for errors or omissions
in the information presented.

September 19, 2023

- Subject Tract
- Radius
- Zoning
- Parcels
- Notification Area

COX, JEFFREY & LISA
301 E Daws ST
Norman OK 73069-7214

KIMMEL, BRENDA
309 E Daws ST
Norman OK 73069-7214

WOODROW, MOLLY
315 E DAWS ST
NORMAN OK 73069

CLEAR, DENISE
3300 Fireside CIR
Norman OK 73072-2928

LINZE, KAYE M-REV TRT
3101 Cruden DR
Norman OK 73072

LINZE, KAYE M-REV TRT
3101 Cruden DR
Norman OK 73072

CITY OF NORMAN
201 W Gray ST
Norman OK 73069-7108

GOODMAN INVESTMENTS, LLC
820 W Franklin RD
Norman OK 73069-8107

DAWSON, SHELLEY
315 N Crawford AVE
Norman OK 73069-7221

JB COMMERCIAL, LLC
1875 Rolling Hills ST
Norman OK 73072-6707

HOOPER RENTAL, LLC
100 W Main ST
Norman OK 73069-1301

WATERMAN, DAVID H
315 E Tonhawa ST
Norman OK 73069-7236

DILLON, MARK
278 1st AVE, Apt 6A
New York NY 10009-1829

JERRY'S LLC
320 N Porter AVE
Norman OK 73071-5839

JERRY'S LLC
320 N Porter AVE
Norman OK 73071-5839

JERRY'S LLC
320 N Porter AVE
Norman OK 73071-5839

JERRY'S LLC
320 N Porter AVE
Norman OK 73071-5839

JERRY'S LLC
320 N Porter AVE
Norman OK 73071-5839

JERRY'S LLC
320 N Porter AVE
Norman OK 73071-5839

SOLTERO, TRISTEN H
312 E Daws ST
Norman OK 73069-7215

OSBURN, ARVA
310 E Daws ST
Norman OK 73069-7215

HARMON, LISA MARIE
308 E DAWS ST
NORMAN OK 73069

MURPHY, EARL W
319 N CRAWFORD AVE
NORMAN OK 73069

WILLIGE, JUSTIN D
306 E Daws ST
Norman OK 73069-7215

NORTH PORTER CENTER, LLC
2301 W Main ST
Norman OK 73069-6463

NORTH PORTER CENTER, LLC
2301 W Main ST
Norman OK 73069-6463

CATHOLIC CHURCH & RECTORY
211 N Porter AVE
Norman OK 73071-5836

ARCHDIOCESE OF OKLA CITY
425 E Tonhawa ST
Norman OK 73071-5842

MCQUINNESS, EUGENE REV
409 N PORTER AVE
NORMAN OK 73071

ST JOSEPHS SCHOOL
425 N PORTER AVE
NORMAN OK 73071

SALATKA, CHARLES A-ARCHBISHOP
425 E Tonhawa ST
Norman OK 73071-5842

QUINN, JOHN R
425 E ACRES ST
NORMAN OK 73071

QUINN, JOHN R REV
414 E ACRES ST
NORMAN OK 73071

ST JOSEPHS CATHOLIC CHURCH
410 E DAWES ST
NORMAN OK 73071

DAVE'S HEALTH MART PHARMACY INC
12520 S Youngs PL
Oklahoma City OK 73170-3415

D & J RENTAL PROPERTIES, LLC
142 Breakenridge DR
Eufaula OK 74432-5271

WOODS PROPERTY MANAGEMENT
LLC
2301 W Main ST
Norman OK 73069-6463

WOODS PROPERTY MANAGEMENT
LLC
2301 W Main ST
Norman OK 73069-6463

WOODS PROPERTY MANAGEMENT
LLC
2301 W Main ST
Norman OK 73069-6463

VESPER PROPERTIES, LLC
501 N Porter AVE
Norman OK 73071-6027

WOODS PROPERTY MANAGEMENT
LLC
2301 W Main ST
Norman OK 73069-6463

REED ET AL, VICTOR RT RE
413 E ACRES ST
Norman OK 73071

REED ET AL, VICTOR RT RE
429 E ACRES ST
Norman OK 73071

REED ET AL, VICTOR RT RE
425 E ACRES ST
Norman OK 73071

GRAVEL, LARRY H & KARLINDA J
410 N PONCA AVE
NORMAN OK 73071

CLAYDON, CAROLINE KAY
1920 Delancey DR
Norman OK 73071-3817

COKER, JEANETTE
418 E HUGHBERT ST
NORMAN OK 73071

WOODS PROPERTY MANAGEMENT
LLC
2301 W Main ST
Norman OK 73069-6463

PRICE, JERRY D & MARTHA J-REV LIV
TRT
708 N Cockrel AVE
Norman OK 73071-6212

HUNTINGTON INVESTMENT CORP
3113 MILLBURY RD
NORMAN OK 73071

KHOURI & JAZZAR PROPERTIES, LLC
620 N Berry RD
Norman OK 73069-7542

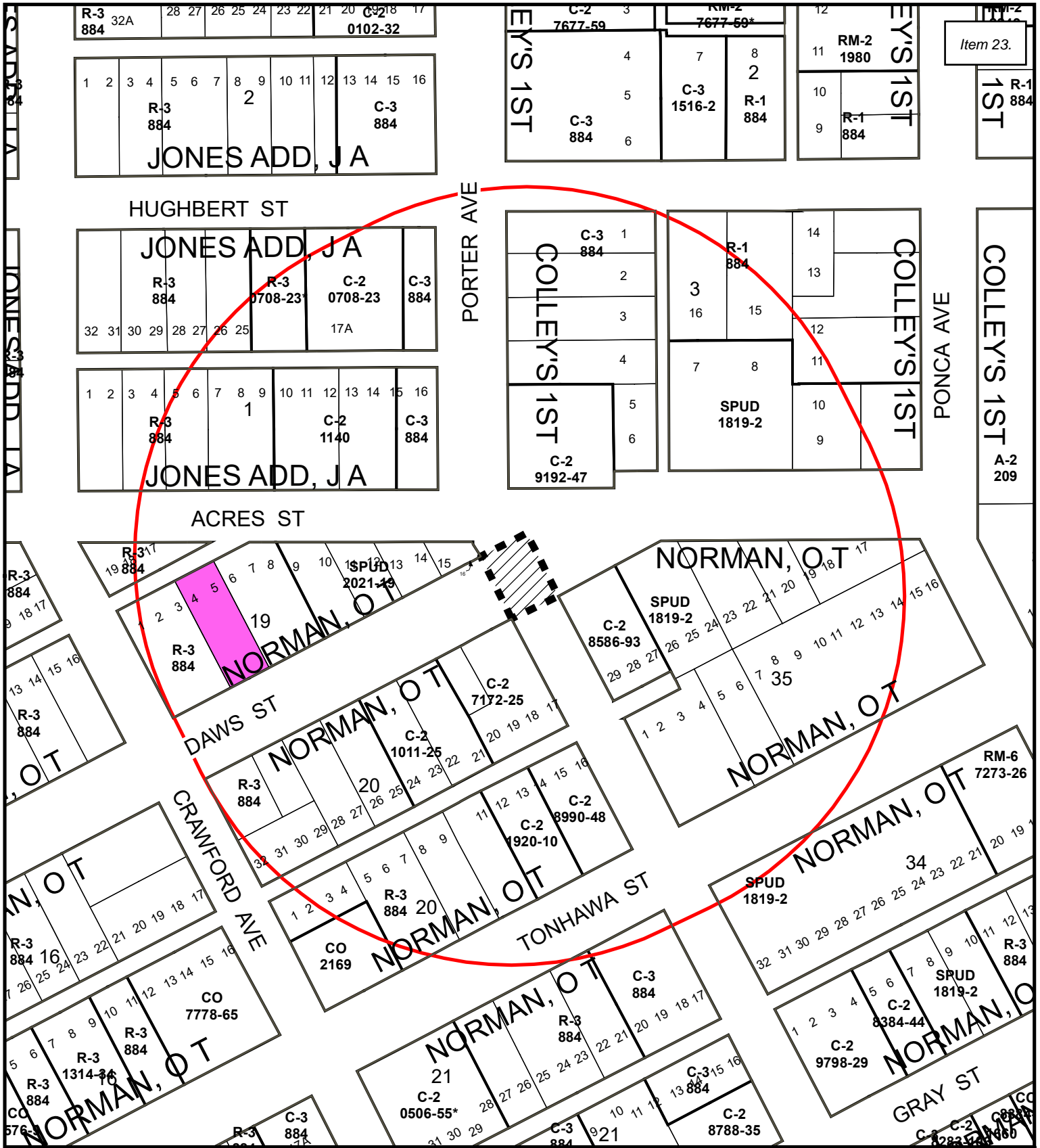
GOODMAN, BRADLEY K
300 1/2 E Main ST
Norman OK 73069-1305

RAYA, LLC
506 N PORTER AVE
NORMAN OK 73071

GOODMAN INVESTMENTS, LLC
820 W Franklin RD
Norman OK 73069-8107

GOODMAN INVESTMENTS, LLC
820 W Franklin RD
Norman OK 73069-8107

GOODMAN HOLDINGS, LLC
300 1/2 E MAIN ST
NORMAN OK 73069

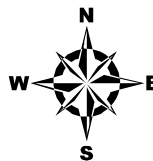


Protest Map

1.7% Protest Within Notification Area



Map Produced by the City of Norman Geographic Information System. The City of Norman assumes no responsibility for errors or omissions in the information presented.



0 75 150 Feet

March 13, 2024

-  Subject Tract
-  Notification Area
-  Protest

ON 3/8/24

To the planning City Council and to those it might concern,

The residents that share the neighborhood with Vans Pig Stand have been fighting the encroachment of said business as far back as 2006. The original plans- for the culdesac that Vans Pig Stand eventually won- indicated that their own property would be used in part for the culdesac itself. Instead, it was the properties around it that suffered loss of square footage. The neighbors yard next to Dons Lock Shop has been largely scalped for the culdesac- disregarding those who live here and giving that space up for business over residents.

A majority of the business that Vans Pig Stand receives enter onto the property using the Porter street entrance. It is right back on to Porter that these same customers exit. The Porter entrance for Vans Pig Stand is their main thoroughfare.

The culdesac that was created at the behest of Vans Pig Stand was developed with complete disregard to the eye-sore that it created for the residents of East Daws street and the surrounding area. The culdesac itself is little more than a dead-end and certainly does not provide the turn around space that school busses for the neighborhoods children and city sanitation need to properly and safely turn around. We regularly watch trucks struggle to turn around in the miniscule space provided to do so.

I would recommend that the culdesac be redesigned appropriately, using more of the Vans Pig Stand parking lot as it was originally intended to do so- with the neighborhood in mind. There is a fence between Vans Pig Stand and the neighbor sharing a property line with them- but no sound barrier or visual barrier for the rest of the neighborhood that is forced to look at their parking lot that is rarely more than 50% full. A sound barrier and fence should be erected, which would provide Vans Pig Stand with space to place benches along on their side for their customers that walk there to eat.

The culdesac was designed under the assumption that the residents of the neighborhood would be considered. Instead we were given a small bare space that hardly qualifies as a space to turn around- muchless an actual culdesac. Maintaining the Porter entrance and exit for the Vans Pig Stand business saves the neighborhood from further being trampled on by businesses whos needs have been put first.

405 623 7989
~~316~~

¹
Brenda Kimmel
309 E. Daws St
Norman OK 73069

Public Utility Easement

A part of ORIGINAL TOWNSITE OF NORMAN, RECORD BOOK 1 OF PLATS, PAGE 27, more particularly described as follows:

COMMENCING (POC) at the Southeast Corner of Lot 16, BLOCK 19 of said ORIGINAL TOWNSITE OF NORMAN;

THENCE S62°22'14"W a distance of 16.00 feet along the South Line of Lot 16 and said point being the POINT OF BEGINNING (POB);

THENCE leaving said South Line S27°37'46"E a distance of 10.00 feet;

THENCE S62°22'14"W a distance of 127.91 feet to a point of curve;

THENCE on a curve to the left having a radius of 42.00 feet, a chord bearing N86°32'44"W a distance of 19.37 feet, a central angle bearing 26°39'45", and an arc length of 19.54 feet to a point on the South Line of Lot 10, BLOCK 19;

THENCE N62°22'14"E a distance of 144.50 feet along the South Lines of Lots 10, 11, 12, 13, 14, 15, and 16 to the POB;

Said parcel containing 1348 square feet or 0.03 acres more or less.

Bearings and Distances are GRID - Oklahoma State Plane - South Zone

SURVEYOR'S CERTIFICATE

I, Paul E. Davis of Garver, LLC, certify that the legal description herein closes in accordance with current tolerances and is a true representation of the real property described, and that the legal description of real property meets the minimum technical standards as adopted by the Board of Registration for Professional Engineers and Land Surveyors for the State of Oklahoma.


Witness my hand and seal this 12th day of March, 2024.



Paul E. Davis, PLS
Oklahoma No. 1565
Cert. of Auth. 4193
Exp. Date June 30, 2024



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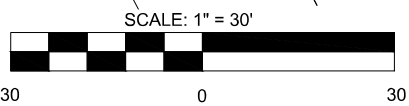
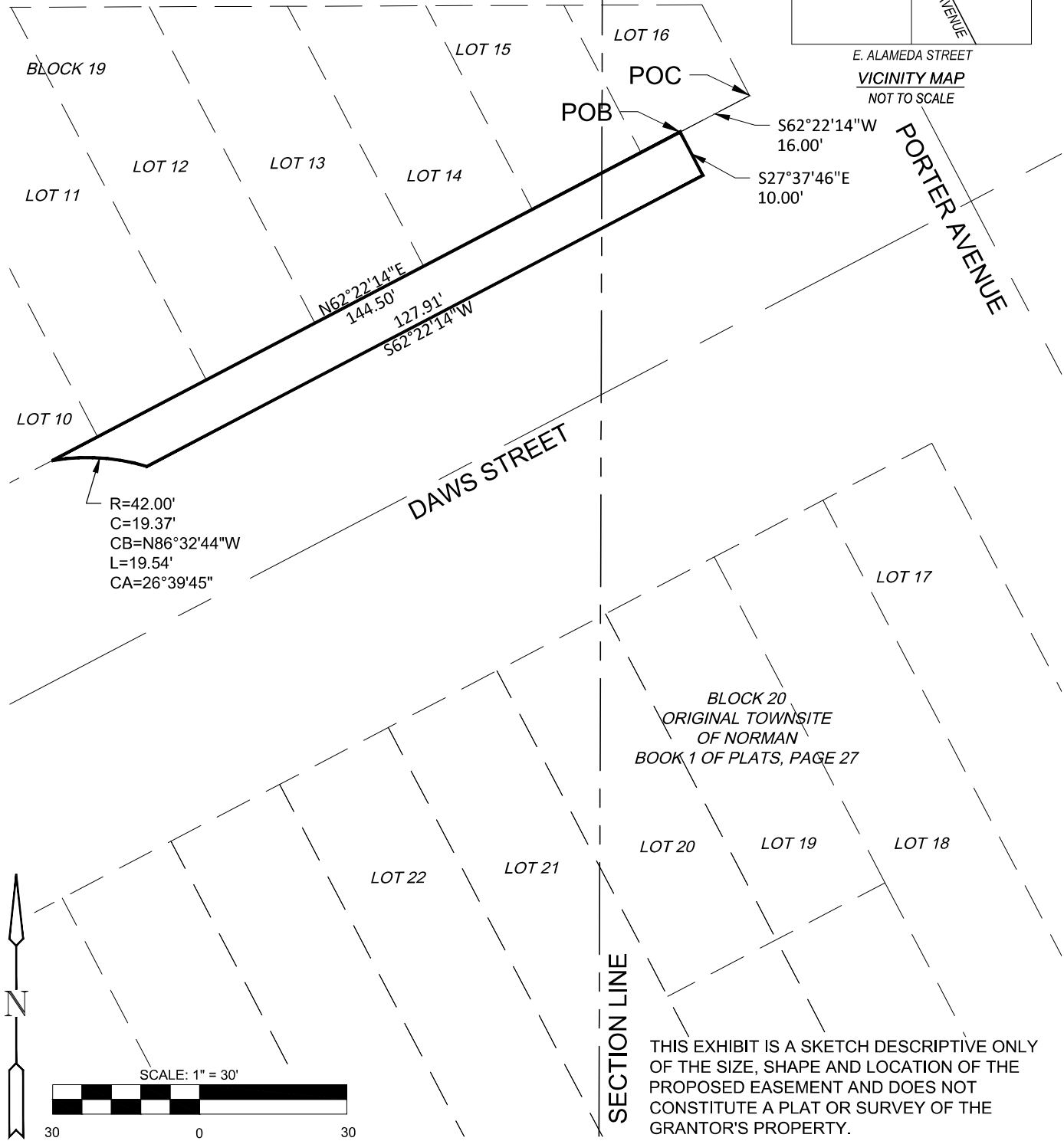
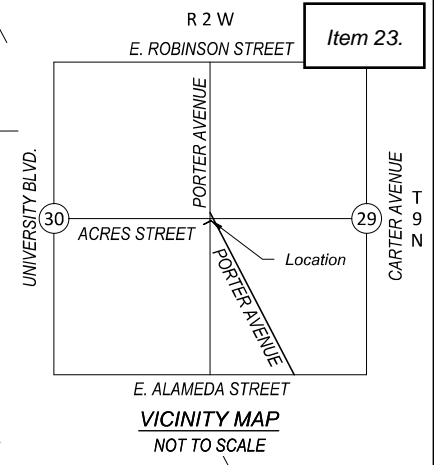
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Moore, OK 73160
405.329.2555

CITY OF NORMAN
NORMAN, OKLAHOMA
PORTER AND ACRES
INTERSECTION
IMPROVEMENTS

Public Utility Easement
Legal Description

FIGURE NUMBER	CPUE1
SHEET NUMBER	654

ACRES STREET



THIS EXHIBIT IS A SKETCH DESCRIPTIVE ONLY OF THE SIZE, SHAPE AND LOCATION OF THE PROPOSED EASEMENT AND DOES NOT CONSTITUTE A PLAT OR SURVEY OF THE GRANTOR'S PROPERTY.

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Moore, OK 73160
405.329.2555

CITY OF NORMAN
NORMAN, OKLAHOMA
PORTER AND ACRES
INTERSECTION
IMPROVEMENTS

Public Utility Easement
Exhibit

FIGURE NUMBER	CPUE 2
SHEET NUMBER	2
	655



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 03/14/2024

REQUESTER: City of Norman, Jerry's L.L.C., and the Linze Trust

PRESENTER: Elisabeth Muckala, Assistant City Attorney

ITEM TITLE: CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE NO. O-2324-43: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, CLOSING A PORTION OF THE DAWS STREET RIGHT-OF-WAY, TO NORMAN, CLEVELAND COUNTY, OKLAHOMA; AND PROVIDING FOR THE SEVERABILITY THEREOF.

BACKGROUND:

In September 2020, the City Council approved an agreement with Jerry's, LLC (K-2021-56) to solidify the acquisition of property necessary for the Porter Corridor project. Van's Pig Stand is the business occupying the parcel from which the subject acquisition was sought. There were a number of components to the agreement, including language that committed the City to participate in closure of the public street portion of the then existing Daws Street that would no longer be needed north of the newly-constructed cul-de-sac terminating the remainder of Daws Street. The closure of this right-of-way completes the redesign plan for Daws Street that removes the portion connecting to Porter Avenue, which should discourage commercial traffic's use of residential streets to the south. The closure also benefits adjacent property owner, the Linze Trust (Don's Lock Shop is located on this property), and thus that entity has also joined in the request.

Part of the agreement required the retention by the City of certain public easements relating to installed sidewalk, drainage, and existing waterline and fiber. Upon closure, the private parties on either side may elect to seek vacation in District Court, at which time such easements would be reserved of record. This closure seeks to make a record of the parties' agreements regarding retained future easements for future use in any action for vacation. Thus, any closure approval is made subject to retention of necessary public easement.

DISCUSSION:

The Requesters desire to move forward with the planned closure so that the property can be utilized as currently designed. No changes to the current configuration of Daws Street and Porter Avenue are precipitated by this closure action. This will preserve necessary utility easement for existing City and other franchise utilities.

RECOMMENDATION:

Staff supports the request to close the Requested Closure demonstrated in the application, located at the former intersection of Daws Street and Porter Avenue, subject to the identified retained public utility easements, and recommends approval of Ordinance No. O-2324-43.



CITY OF NORMAN, OK
PLANNING COMMISSION MEETING - AMENDED
 Municipal Building, Council Chambers, 201 West Gray, Norman, OK 73069
 Thursday, March 14, 2024 at 6:30 PM

MINUTES

The Planning Commission of the City of Norman, Cleveland County, State of Oklahoma, met in Regular Session in Council Chambers of the Norman Municipal Building, 201 West Gray Street, on the 14th day of March, 2024.

Notice and agenda of the meeting were posted at the Norman Municipal Building and online at <https://norman-ok.municodemeetings.com> at least twenty-four hours prior to the beginning of the meeting.

Chair Erica Bird called the meeting to order at 6:32 p.m.

ROLL CALL

PRESENT

Cameron Brewer
 Steven McDaniel
 Liz McKown
 Chair Erica Bird
 Doug McClure
 Jim Griffith
 Maria Kindel

ABSENT

Michael Jablonski
 Kevan Parker

A quorum was present.

STAFF PRESENT

Lora Hoggatt, Planning Services Manager
 Roné Tromble, Admin. Tech. IV
 Beth Muckala, Assistant City Attorney
 Bryce Holland, Multimedia Specialist
 Awet Frezgi, Traffic Engineer
 Paul D'Andrea, Capital Projects Engineer

Daws Street ROW Closure

3. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE NO. O-2324-43: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, CLOSING A PORTION OF THE DAWS STREET RIGHT-OF-WAY, TO NORMAN, CLEVELAND COUNTY, OKLAHOMA; AND PROVIDING FOR THE SEVERABILITY THEREOF.

ITEMS SUBMITTED FOR THE RECORD:

1. Staff Report
2. Location Map
3. Ordinance No. O-2324-43
4. Request to Close Daws Street at the North Porter Intersection
5. Updated Staff Report, Ordinance, and Additional Easement Map & Description

PRESENTATION BY STAFF: Beth Muckala reviewed the staff report, a copy of which is filed with the minutes. We received a protest letter which represents 1.7% of the notification area.

Mr. Brewer asked if there will be any change to the area. Ms. Muckala responded that it is already fully constructed as planned.

Ms. Bird asked if this will go forward to vacate the right-of-way. Ms. Muckala responded that the private properties have the option at any time to do that once the property has been closed by the City; the City will not necessarily be a part of the vacation action, but would be named as a defendant and make sure we're reserving the easements as already agreed.

AUDIENCE PARTICIPATION:

Brenda Kimmel, 309 E. Daws Street, said a school bus or sanitation truck cannot make it around the cul-de-sac without backing up and turning. She would like to have a sound barrier put up to cover the ugliness that she looks at. She would like it to be left open to Porter Avenue; 50% of Van's customers use the drive-thru and exit onto Porter. Originally there was going to be trees, plants and a bench.

Denise Clear, 3300 Fireside Circle, representing Don's Mobile Lock Shop. They did not request the closure of Daws; that was all done by the City and part of the project. Their parking lot was requested by the City to be one way in from Acres and exit onto Daws and it has become a mess; people go the wrong direction and use it as a street. The only signs are ones that she put up. The closure of Daws has hurt their business. They do not oppose the closure of the right-of-way.

DISCUSSION AND ACTION BY THE PLANNING COMMISSION:

Ms. Kindel commented that she has gone to Don's and her car was almost hit by two cars trying to figure out which way they were supposed to go, and it was confusing for her to leave. She agrees there needs to be signage.

Mr. Brewer goes to Don's and sometimes gets confused where he is supposed to go. Signage would help direct traffic.

Ms. Bird pointed out that the matter before the Commission is only the right-of-way closure, and does not extend to signage and walls, etc. She encouraged the City to hear the comments that have been made and work toward a solution.

Motion made by Brewer, seconded by McClure, to recommend adoption of Ordinance No. O-2324-43 to City Council.

Voting Yea: Brewer, McDaniel, McKown, Bird, Griffith
Voting Nay: McClure, Kindel

The motion to recommend adoption of Ordinance No. O-2324-43 to City Council passed by a vote of 5-2.

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Norman City Council

Item ___ – Daws Street ROW Closure
April 9, 2024



Background

- **Porter Corridor Streetscape Project** – redesign that terminated Daws in a cul-de-sac, removing throughway to Porter Avenue. Idea was to protect residential nature of Daws St.

BEFORE



AFTER



Current Configuration

- Acres Street: Don's Lock Shop primary customer access
- Porter Avenue: Van's Pig Stand primary customer accesses
- Daws Cul-de-Sac: Dons/Van's rear access, one residence (315 E Daws)
- 309 E Daws – west of cul-de-sac
- Cul-de-sac Design
 - Entirely within existing ROW, no acquisitions from any property owners
 - Designed to accommodate certain vehicles, discourage large traffic in residential area
 - Rolled curbs
 - Sidewalks completed
- Signage at Daws St. termination





West & North
Don's/Residential Boundary

CITY OF NORMAN





North & East

Don's Property

CITY OF NORMAN





East & South

Don's/Van's Property

CITY OF NORMAN





South & West
Van's/Residential Boundary

CITY OF NORMAN





Daws & Crawford

Street Termination Signage

CITY OF NORMAN



R-3
884

R-3
884

C-2
1140

C-3
884

C-2
9192-47

SPUD
1819-2

Item 23.

ACRES ST

R-3
884

R-3
884

SPUD
2021-19

Central Norman
Zoning Overlay District

Porter Corridor
Zoning Overlay District

C-2
8586-93

SPUD
1819-2

R-3
884

DAWS ST

CRAWFORD AVE

R-3
884

C-2
1011-25

C-2
7172-25

C-2
1920-10

C-2
8990-48

TONHAWA ST

R-3
884

SPUD
1819-2

669

PORTER AVE

PONCA AVE



What is being accomplished by this action

Item 23.

- Action closes the road to public ROW use
- Without further action, Daws cannot be “reconnected” to Porter
- Closure a City plan to ensure residential protection of Daws St.
- Title to closed ROW only reverts w/ future vacation action (state court)
- If vacated, public easements will be retained, already coordinated with private parties
- Relation to Porter Corridor Acquisitions:
 - For acquisitions fronting Porter Streetscape Project, the City agreed to bring this closure item cooperatively with the affected landowner, Van’s
 - Other affected landowner, Don’s, joined voluntarily



Questions?

