

AGENDA
****RESCHEDULED MEETING****
Municipal Services Committee
December 28, 2021
6:00 P.M. – Council Chambers

1. **Call to Order & Roll Call**
2. **Establishment of Quorum**
3. **New Business**
 - a. **PZC2021-05 Lee (1645 Walden Lane)** – Petitioners seek approval for a Variation to City Code Section 5A-7-2-6 (A) of the Zoning Ordinance
 - b. **PZC2021-06 Kozak (1813 Howdy Lane)** – Petitioners seek approval for Variations to City Code Section 5A-7-1-6 (A)(1) of the Zoning Ordinance
 - c. **Resolution** – Approving to execute a contract for the 2022 Landscape Fertilization Services with Eternally Green Lawn Care, Inc.
 - d. **Resolution** – Authorization to execute a contract for the 2022 Landscape Maintenance Services with Lakewood Paving Company, LLC.
 - e. **Motion** - Authorizing a contingency with Lakewood Paving Company, LLC in the amount of \$20,000 for replacement of plant materials and plant enhancements for the 2022 Landscape Maintenance Services.
 - f. **Resolution** - Accept a proposal from Ziebell Water Service Products for Waterous Pacer fire hydrant repair parts.
 - g. **Resolution** - Authorizing the Mayor to enter into an intergovernmental agreement with the County of DuPage for meter reading, billing and transition to the Automated Meter Reading (AMR) technology.
 - h. **Resolution** – Approval for the Citywide Meter and Remote Replacement Program Contract with Core and Main/Sensus for the purchase of water meters, remote readers, meter appurtenances and installation in an amount not to exceed \$2,950,000.
 - i. **Resolution** – Preliminary approval of the 2022 Sidewalk, Apron and Curb and Gutter Removal and Replacement Program contract with Suburban Concrete, Inc.
 - j. **Minutes** – **November 22, 2021 Municipal Services Committee**
4. **Director’s Report**
5. **Next scheduled meeting – January 24, 2022**
6. **Adjournment**

AGENDA MEMO
MUNICIPAL SERVICES COMMITTEE
DECEMBER 28, 2021

CASE

PZC2021-05 Variation Request (Rear Yard Setback)
 1645 Walden Lane

ISSUE STATEMENT

Petitioners Innocencio Lee and Estela Lee (c/o Michael Lee) seek approval of a Variation request to Section 5A-7-2-6 (A) of the City Zoning Code to allow for an addition to an existing single-family residence, with the addition being a sunroom. Property is located within the R-2 Single-Family Residence Zoning District and the Variation request is to the following standard in the R-2 District:

- Zoning Section 5A-7-2-6 (A): R-2 District Rear Yard Requirement – 30'

GENERAL INFORMATION

Petitioner:	Innocencio Lee and Estela Lee (c/o Michael Lee)
Property Owner:	Innocencio Lee and Estela Lee
Property Location / PIN:	1645 Walden Lane / 09-28-114-018
Zoning / Land Use:	R-2 District / Single-Family Residence
Comprehensive Plan:	Low Density Residential (Existing & Future Land Use)
Surrounding Zoning & Uses	
North:	R-2 District; Single-Family Residence
East:	R-2 District; Single-Family Residence
South:	R-2 District; Single-Family Residence
West:	R-2 District; Single-Family Residence
Size of Property:	0.24 Acres
Floodplain:	According to the DuPage County Parcel Viewer System, there is no floodplain on the subject site.
Natural Features:	N/A
Transportation:	Frontage along Walden Lane and Exner Road, with driveway access derived from Walden Lane.

PETITIONER DOCUMENTS (ATTACHED TO MEMO)

- 1) **APPLICATION**
- 2) **JUSTIFICATION NARRATIVE**
- 3) **SITE PLAN**
- 4) **FLOOR PLAN**
- 5) **BUILDING ELEVATION**

CITY STAFF DOCUMENTS (ATTACHED TO MEMO)

- 6) **LOCATION MAP & AERIAL IMAGE**
- 7) **SITE PHOTOS**
- 8) **ZONING VARIATION DECISION CRITERIA**

PLANNING OVERVIEW/DISCUSSION

The subject property was platted in 1975 and is part of Gallagher and Henry’s Brookhaven Manor Unit 7 Subdivision. The parcel is improved with a single-family residence, accessory structure (shed), and fencing around the rear yard. The property is primarily flat and does not contain any natural features or floodplain. According to the submitted application and site plan, the petitioner is proposing a sunroom addition on the rear part of the existing residence.

The residence maintains an existing 35’ distance from the rear property line (southern lot line). The proposed sunroom would extend the home an additional 14’ toward the rear property line, meaning the home would then maintain a setback of 21’ from the rear lot line. Given the property’s zoning designation, which is R-2 Single-Family Residence District, there is a required rear yard setback of 30’. Therefore, the petitioner has submitted this Variation which requests approval to construct the sunroom resulting in an encroachment of 9’ on the rear yard setback.

Site Plan Review & Findings of Fact

City staff has reviewed the petitioner submitted documents and staff does not have any review comments on the site plan. Additionally, the petitioner was asked to submit *Findings of Fact* that would support the requested Variation. Those findings are attached to this memo under the submitted Justification Narrative.

PZC MEETING – 12/01/2021

The Planning and Zoning Commission reviewed this petition at its December 1, 2021 Public Hearing. The petitioner was present and answered questions after staff’s introduction of the case. There was no public comment made.

The Planning and Zoning Commission determined the case met the Variation Decision Criteria and forwarded the case with a favorable recommendation to the Municipal Services Committee with a vote of 7-0. Note that the minutes from this meeting are available on the City’s Website under *Reference Desk > Agendas & Minutes > Planning & Zoning > 2021*.

ALTERNATE CONSIDERATION

As recommended/directed by the Municipal Services Committee.

DECISION MODE

This item will be placed on the January 17, 2022 City Council agenda for formal consideration.



ZONING APPLICATION

CITY OF DARIEN

1702 Plainfield Road, Darien, IL 60561

www.darienil.us 630-852-5000

CONTACT INFORMATION

Esfela B. Lee
INNOCENCIO LEE

Michael Lee
Applicant's Name

Owner's Name

1645 Walden Lane, Darien, IL 60561
Address, City, State, Zip Code

1645 Walden Lane, Darien, IL 60561
Address, City, State, Zip Code

630-308-6937
Telephone

630-971-3258
Telephone

m.lee699@yahoo.com
Email

Email

PROPERTY INFORMATION

1645 Walden Lane, Darien IL 60561
Property address

0928114018
PIN Number(s)

(R-2)

SINGLE-FAMILY

Zoning District

Current Land Use(s)

(Attach additional information per the Submittal Checklist.)

REQUEST

Brief description of the zoning approval requested. (Contact the City Planner for guidance.)

SEE ATTACHED

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NOV 03 2021
Community Development
City of Darien

Michael Lee

As Notary Public, in and for DuPage County in Illinois, I do hereby certify that Michael Lee is personally known by me to be the same person whose name is subscribed above and has appeared before me this day in person and acknowledged that they have signed this document as their own free and voluntary act, for the purposes therein set forth.

Given under my hand and seal, this 4 day of November 20 21

Dorothy M. Hathaway
Notary Public



For office use only	
Date Received:	11/03/2021
Case Number:	PZC 2021-05
Fee Paid:	\$30.00
Hearing Date:	12/01/2021

Purpose

The reason for the variation at 1645 Walden Lane, Darien, IL is to build a sunroom at the rear of the home. The purpose of the sunroom is to increase the living and dining space. There are currently five adults living in the home. There are also visitors that frequently visit, so the additional space is necessary. Neighbors may be impacted during the construction phase. There may be vehicles parked on the side of the street during the day, and some noise caused by the construction, but once completed, there will be no disturbance caused by having the sunroom.

Decision Criteria

2a. The property in question cannot yield a reasonable return if permitted to be used only under the conditions allowed by the regulations in the zone. The room addition will be used only as additional living space on the residential property.

2b. The plight of the owner is due to unique circumstances. The home currently houses five adults and it is difficult to accommodate everyone in a small kitchen. The addition would be placed by the kitchen to make more space.

2c. The variation, if granted will not alter the essential character of the locality. The addition will look like part of the home once complete.

3a. Essential Need? The owners would suffer substantial difficulty if variation is not granted due to lack of space, especially in the kitchen. The kitchen is constantly used for cooking, but there is lack of dining space.

3b. Problem with the Property? There is no feature or change made to the property.

3c. Smallest solution? There is no suitable or reasonable way to redesign the proposed improvements without incurring substantial difficulty or hardship. Placing the room addition in the back of the home off to the kitchen is the best location. The size of the room is suitable for the five adults and frequent visitors.

3d. Create a neighbor problem? The variation, if granted will not a substantial difficulty, undue hardship, unreasonable burden, or loss of value to the neighboring properties. The variation will not cause a disturbance to the neighbors once the project if finished.

3e. Create community problem? The variation, if granted, may result in the same or similar requests from other property owners, but will not cause an unreasonable burden or undesirable result within the community.

3f. The positive impacts to the community outweigh the negative impacts.

3g. The variation, if granted, will comply with the purposes and intent of the Zoning Code set forth in Section 5A-1-2(A).

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NOV 03 2021
Community Development
City of Darien

MEMO

SURVEY OF

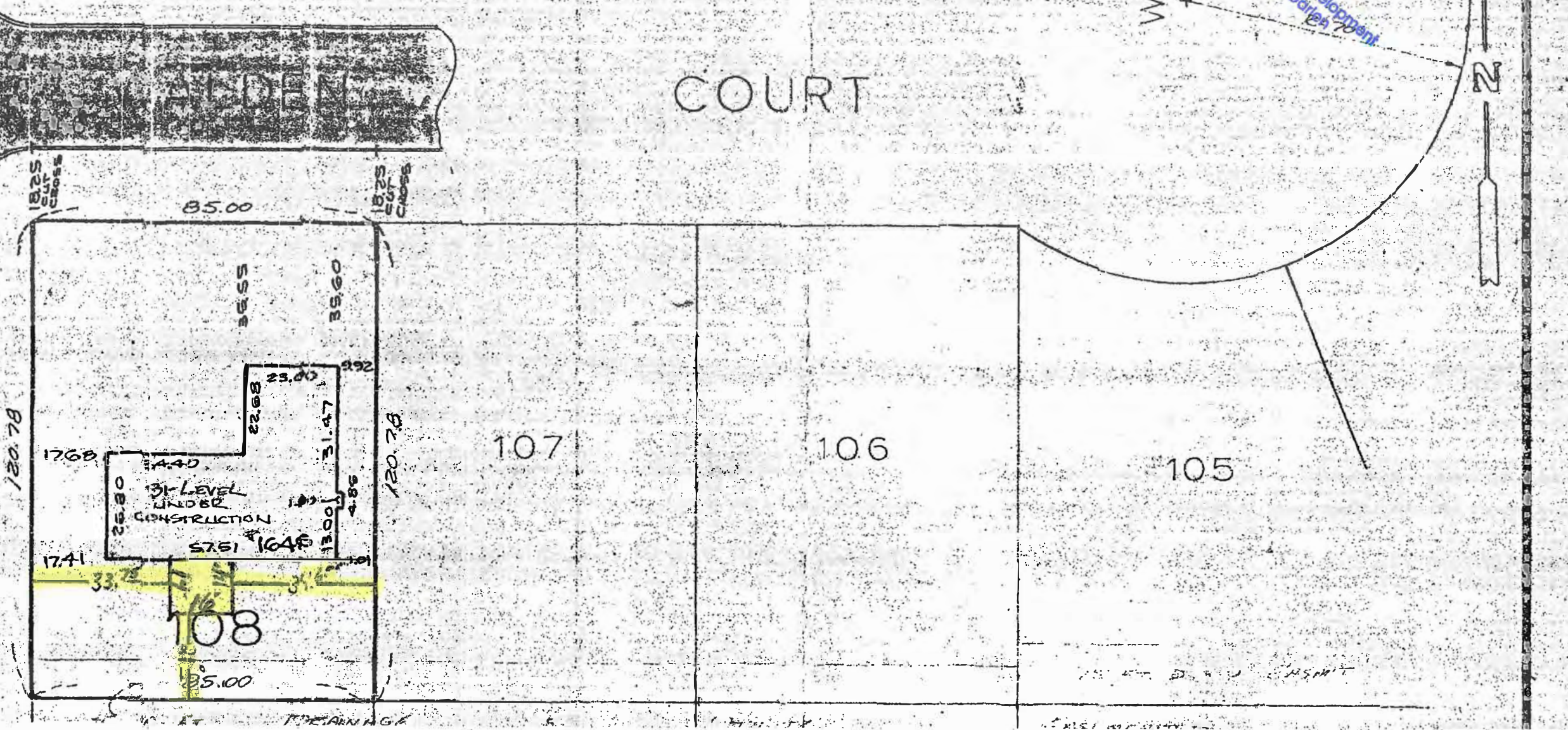
LOT 108 IN GALLAGHER AND HENRY'S BROOKHAVEN MANOR UNIT 7, A SUBDIVISION IN THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 28, TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 28, 1975 AS DOCUMENT 175-45343, IN THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS.

WALDEN LANE

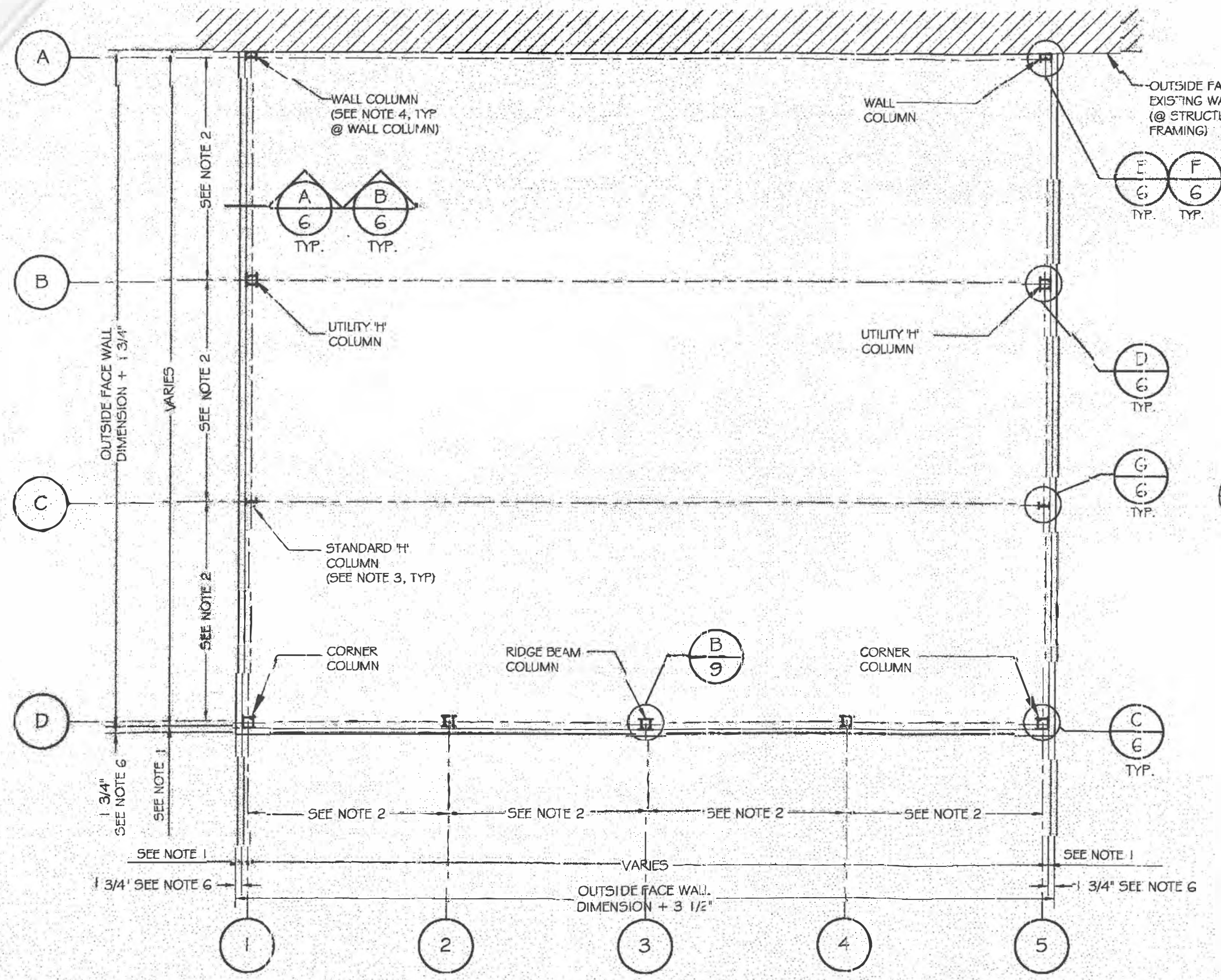
RECEIVED
 NOV 03 2021
 Community Development
 City of Darien, IL

N

COURT

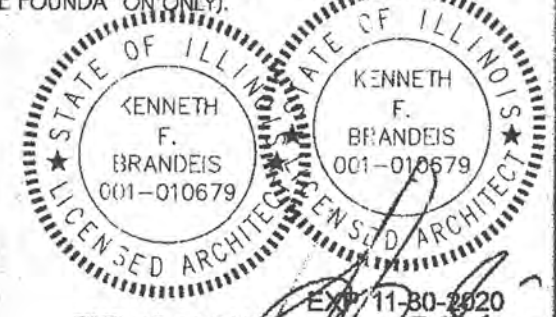


MEMO



A
3 FLOOR PLAN SCALE = 3/8" = 1'-0"

- NOTE:
1. DIM. TO OUTSIDE FACE OF WALL.
 2. COLUMN SPACING VARIES DEPENDING UPON WINDOW & DOOR SIZES & CONFIGURATION. 6'-3/4" MAX. ON CENTER SPACING.
 3. ACTUAL H- CHANNEL IS SLIGHTLY LESS THAN 1 3/4"; USING 1 3/4" IN CALCULATIONS OF WALL DIMENSIONS HELPS TO ACCOUNT FOR MANUFACTURING TOLERANCES IN WINDOW AND DOOR DIMENSIONS.
 4. IF H- CHANNEL IS OMITTED EXPOSED WIDTH OF CLOSED SILL IS 1 3/8" (THIS WILL NOT ALLOW FOR AN OUT OF PLUMB HOUSE WALL).
 5. MINIMUM FILL WIDTH 1 1/8" (H-CHANNEL BUTTING TO CORNER OR WINDOW/DOOR DIRECTLY INTO CORNER). IFF APPLICABLE.
 6. MINIMUM FOUNDATION PROJECTION REQ'D TO ACHIEVE DESIRED ANCHOR BOLT CAPACITY (FOR CONCRETE FOUNDATION ONLY).



EXP. 11-30-2022

DOCUMENTS ARE VALID ONLY WITH AN ORIGINAL STAMP AND DATED SIGNATURE

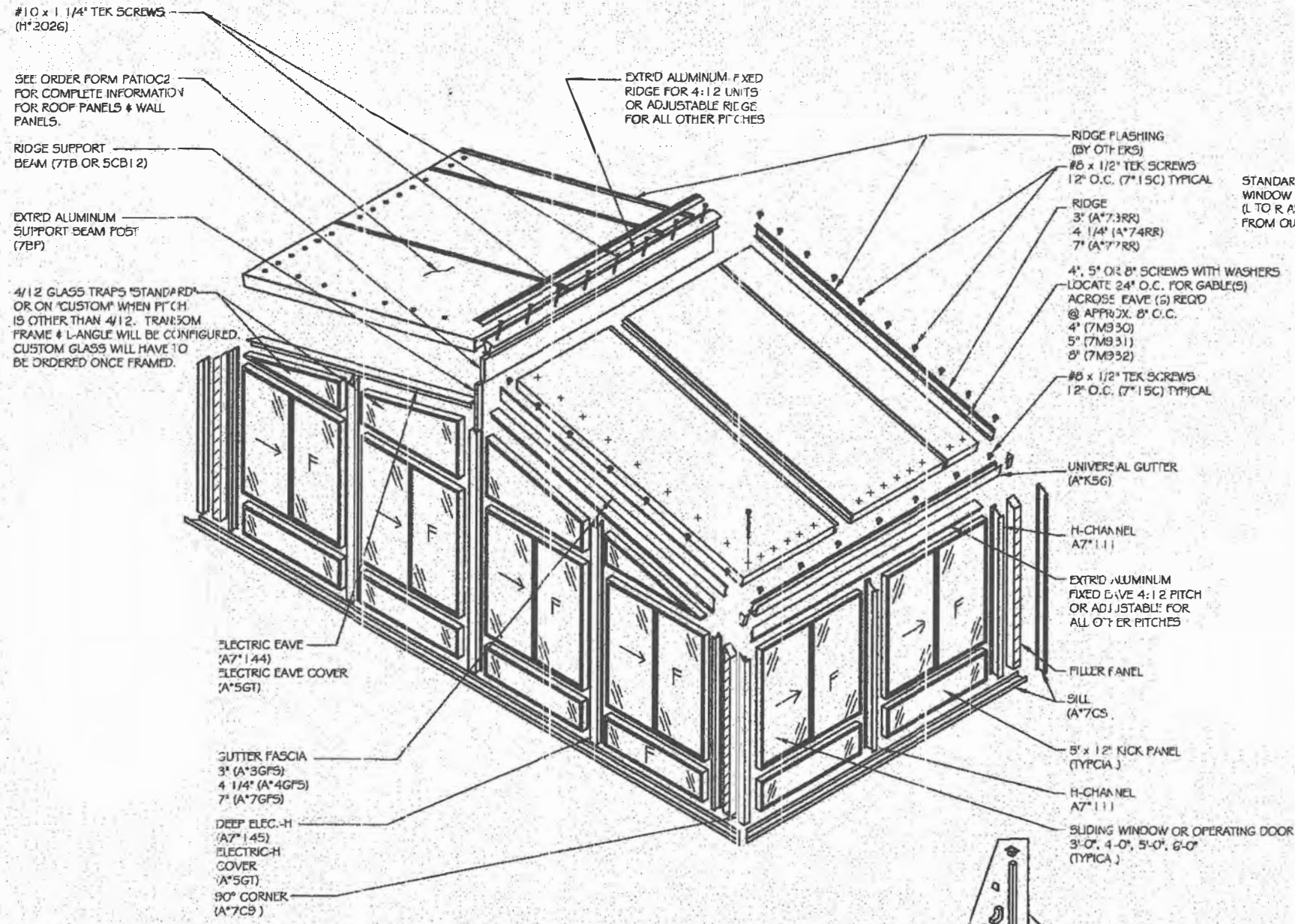
FOUR SEASONS SOLAR PRODUCTS, LLC.
5005 VETERANS MEMORIAL HIGHWAY
HOLBROOK, NEW YORK 11741
DESIGNERS AND MANUFACTURER OF FOUR SEASONS SUNROOMS



SERIES 230 SUN & SHADE CATHEDRAL DESIGN

DRAWN BY: JP	
REVIEWED BY: AS	
DATE: 4/13/04	
REVISION	DATE
B	6-27-06
C	2-23-07
D	4-13-07

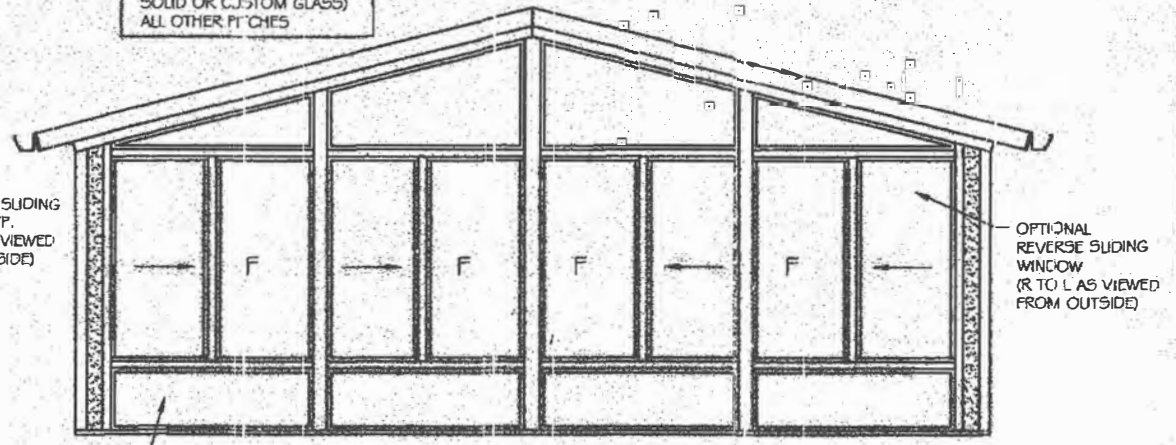
CRAWLING NAME:
230 SH CD-03
PAGE 4 of 17



LEGEND:
 F = FIXED GLASS AREA
 = 3" EPS PANEL

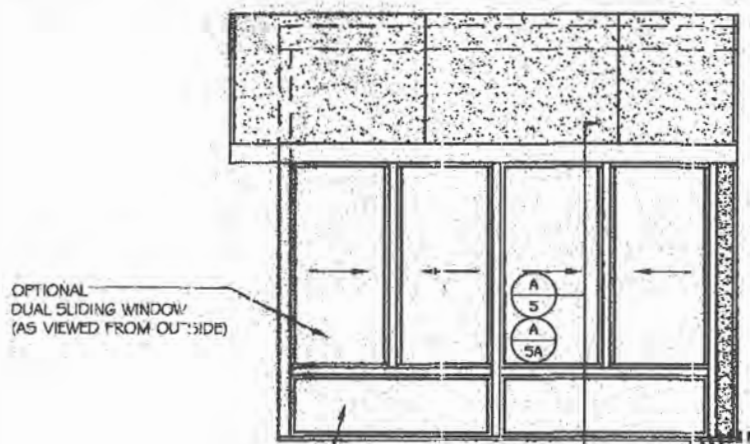
NOTE:
 * INDICATES EXTRUSION COMES IN BRONZE OR WHITE. SUBSTITUTE THE "*" WITH "B" FOR BRONZE, "W" FOR WHITE OR "S" FOR SANDTONE.

NOTE:
 STANDARD GLASS TRAPS (4/12 PITCH ONLY) (OPTIONAL SOLID OR CUSTOM GLASS) ALL OTHER PITCHES

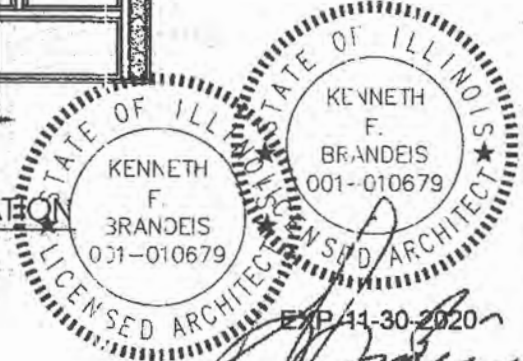


FRONT ELEVATION

FIXED GLASS OR SOLID KICK PANEL



RIGHT SIDE ELEVATION



EXP. 11-30-2022

DOCUMENTS ARE VALID ONLY WITH AN ORIGINAL STAMP AND DATED SIGNATURE

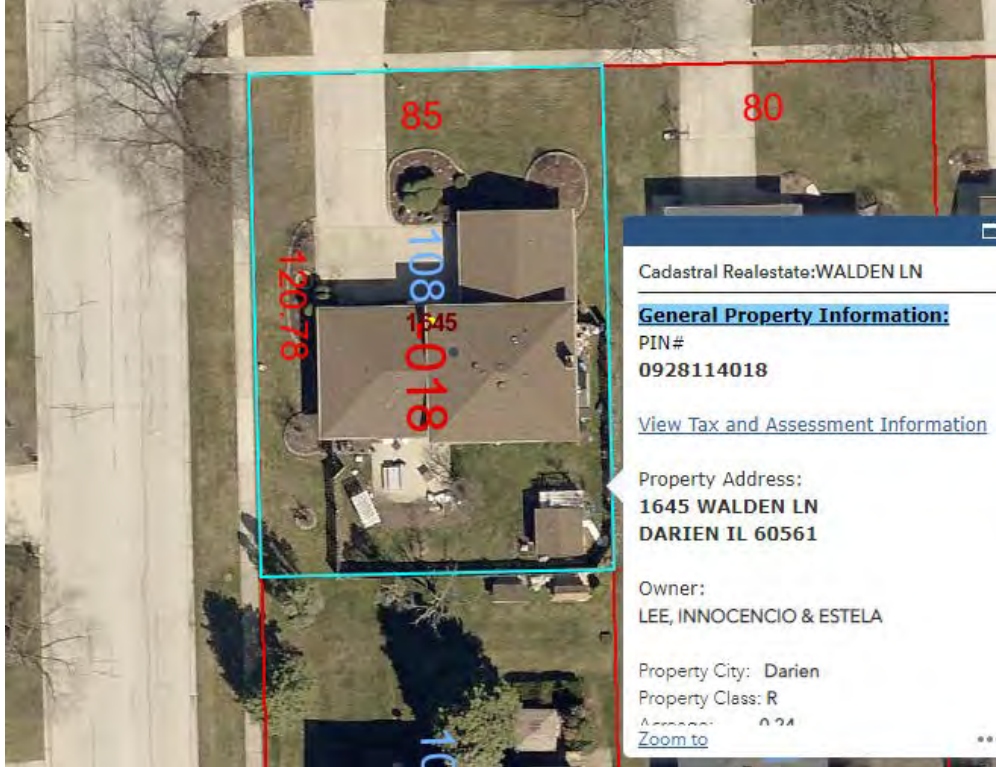
FOUR SEASONS SOLAR PRODUCTS, LLC.
 5005 VETERANS MEMORIAL HIGHWAY
 HOLBROOK, NEW YORK 11741
 DESIGNERS AND MANUFACTURER OF FOUR SEASONS SUNROOMS



SYSTEM TYPE:
 SERIES 230 SUN & SHADE
 CATHEDRAL DESIGN ROOM

DRAWN BY: TW	
REVIEWED BY: LD	
DATE: 4/14/04	
REVISION	DATE
B	6-27-06
C	2-23-07
D	4-13-07

DRAWING NAME:
 230 SH CD-02
 PAGE 8
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CITY OF DARIEN
ZONING VARIATIONS
JUSTIFICATION NARRATIVE

Purpose

To be consistent and fair, the City is obligated to make decisions on zoning variation requests based on findings-of-fact. The Applicant should write a justification narrative that contains evidence (facts) that support a conclusion (finding) that the variation is necessary and would not cause problems. It should include: a) explanation of why the variation is being requested, b) describe the 'hardship condition' of the property that makes it difficult to conform, c) estimate the impact on neighbors, and d) respond to each of the decision criteria below.

Decision Criteria (See City Code Section 5A-2-2-3)

2a. The property in question cannot yield a reasonable return if permitted to be used only under the conditions allowed by the regulations in the zone.

2b. The plight of the owner is due to unique circumstances.

2c. The variation if granted will not alter the essential character of the locality.

3a. Essential Need? The owner would suffer substantial difficulty or hardship and not mere inconvenience or a decrease in financial gain if the variation is not granted.

3b. Problem with Property? There is a feature of the property such as slope or shape or change made to the property, which does not exist on neighboring properties, which makes it unreasonable for the owner to make the proposed improvement in compliance with the Zoning Code. Such feature or change was not made by the current owner and was not known to the current buyer at the time of purchase.

3c. Smallest Solution? There is no suitable or reasonable way to redesign the proposed improvements without incurring substantial difficulty or hardship or reduce the amount of variation required to make such improvements.

3d. Create Neighbor Problem? The variation, if granted, will not cause a substantial difficulty, undue hardship, unreasonable burden, or loss of value to the neighboring properties.

3e. Create Community Problem? The variation, if granted, may result in the same or similar requests from other property owners within the community, but will not cause an unreasonable burden or undesirable result within the community.

3f. Net Benefit? The positive impacts to the community outweigh the negative impacts.

3g. Sacrifice Basic Protections? The variation, if granted, will comply with the purposes and intent of the Zoning Code set forth in Section 5A-1-2(A) and summarized as follows; to lessen congestion, to avoid overcrowding, to prevent blight, to facilitate public services, to conserve land values, to protect from incompatible uses, to avoid nuisances, to enhance aesthetic values, to ensure an adequate supply of light and air, and to protect public health, safety, and welfare.

AGENDA MEMO
MUNICIPAL SERVICES COMMITTEE
DECEMBER 28, 2021

CASE

PZC2021-06 Variation Requests (Front & Interior Side Yard Setbacks)
 1813 Howdy Lane

ISSUE STATEMENT

Petitioners Dwane Kozak and Vanessa Brennan seek approval of Variation requests to Section 5A-7-1-6 (A)(1) of the City Zoning Code to allow for an addition to an existing single-family residence, with the addition being a garage expansion and second floor addition above the garage. Property is located within the R-1 Single-Family Residence Zoning District and the Variation requests are to the following standards in the R-1 District:

- Zoning Section 5A-7-1-6 (A)(1):
 - R-1 District Front Yard Requirement – 45’
 - R-1 District Interior Side Yard Requirement – 10’

GENERAL INFORMATION

Petitioner:	Dwane Kozak and Vanessa Brennan
Property Owner:	Dwane Kozak and Vanessa Brennan
Property Location / PIN:	1813 Howdy Lane / 09-28-106-004
Zoning / Land Use:	R-1 District / Single-Family Residence
Comprehensive Plan:	Low Density Residential (Existing & Future Land Use)
Surrounding Zoning & Uses	
North:	R-1 District; Single-Family Residence
East:	R-1 District; Single-Family Residence
South:	R-1 District; Single-Family Residence
West:	R-1 District; Single-Family Residence
Size of Property:	0.26 Acres
Floodplain:	According to the DuPage County Parcel Viewer System, there is no floodplain on the subject site.
Natural Features:	N/A
Transportation:	Frontage along Howdy Lane, with driveway access derived from Howdy Lane.

PETITIONER DOCUMENTS (ATTACHED TO MEMO)

- 1) APPLICATION
- 2) JUSTIFICATION NARRATIVE
- 3) SITE PLAN, FLOOR PLAN, & BUILDING ELEVATION

CITY STAFF DOCUMENTS (ATTACHED TO MEMO)

- 4) LOCATION MAP & AERIAL IMAGE
- 5) SITE PHOTOS
- 6) ZONING VARIATION DECISION CRITERIA
- 7) PUBLIC COMMENT

PLANNING OVERVIEW/DISCUSSION

The subject property was platted in 1968 and is part of the Downers Fairview Subdivision. At the time it was platted the parcel was located in the Village of Downers Grove, with it subsequently being annexed into the City of Darien. The parcel is improved with a single-family residence, accessory pool, and fencing around most of the yard. The property is primarily flat and does not contain any natural features or floodplain. According to the submitted application and site plan, the petitioner is proposing an addition to the existing residence, with the addition being a garage expansion and second floor addition above the garage.

The residence maintains an existing 36.65’ distance from the front property line (northern lot line) and 10’ from the interior side property line (western lot line). The proposed project would result in those distances being reduced to 29.31’ and 5.1’, respectively. Given the property’s zoning designation, which is R-1 Single-Family Residence District, there is a required front yard setback of 45’ and a required interior side yard setback of 10’. Therefore, the petitioner has submitted these Variations requesting approval to encroach into the front yard setback (northern lot line) and interior side yard setback (western lot line).

It is important to note the parcel was originally subject to a 35’ front setback requirement when it was platted, but the change in jurisdiction (i.e. annexation) and zoning resulted in a more stringent 45’ front setback requirement per the City of Darien Zoning Ordinance. That said, the existing residence already encroaches into the front setback of 45’, meaning any proposed expansion of the structure toward the front property line requires Variation approval. In regards to the interior side setback, it appears the property has been subject to a 10’ setback requirement since it was platted. Although the petitioner is proposing to encroach into the side yard setback, the project will not encroach into the existing utility easement shown on the site plan attached to this memo.

Site Plan Review & Findings of Fact

City staff has reviewed the petitioner submitted documents and staff does not have any review comments on the site plan. Additionally, the petitioner was asked to submit *Findings of Fact* that would support the requested Variations. Those findings are attached to this memo under the submitted Justification Narrative.

PZC MEETING – 12/01/2021

The Planning and Zoning Commission reviewed this petition at its December 1, 2021 Public Hearing. The petitioner was present and answered questions after staff’s introduction of the case. There was no public comment made.

The Planning and Zoning Commission determined the case met the Variation Decision Criteria and forwarded the case with a favorable recommendation to the Municipal Services Committee with a vote of 7-0. Note that the minutes from this meeting are available on the City’s Website under *Reference Desk > Agendas & Minutes > Planning & Zoning > 2021*.

ALTERNATE CONSIDERATION

As recommended/directed by the Municipal Services Committee.

DECISION MODE

This item will be placed on the January 17, 2022 City Council agenda for formal consideration.



ZONING APPLICATION

CITY OF DARIEN

1702 Plainfield Road, Darien, IL 60561

www.darienil.us 630-852-5000

CONTACT INFORMATION

Dwane Kozak Vanessa Brennan
Applicant's Name

" "
Owner's Name

1813 Howdy Ln.
Address, City, State, Zip Code

" "
Address, City, State, Zip Code

(630) 746-7592
Telephone

" "
Telephone

Vaness1@sbcglobal.net
Email

" "
Email

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Community Development
City of Darien

PROPERTY INFORMATION

1813 Howdy Ln.
Property address

0928106004
PIN Number(s)

" "
Zoning District

Residential
Current Land Use(s)

(Attach additional information per the Submittal Checklist.)

REQUEST

Brief description of the zoning approval requested. (Contact the City Planner for guidance.)

Requesting front yard + side yard set back for proposed addition. The property is a pie shape which limits options for an addition. The set back from road was changed to 45' after house was originally constructed which puts my existing garage in the current setback.

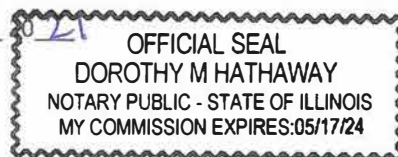
Dwane Kozak
Applicant Signature

As Notary Public, in and for DuPage County in Illinois, I do hereby certify that Dwane Kozak is personally known by me to be the same person whose name is subscribed above and has appeared before me this day in person and acknowledged that they have signed this document as their own free and voluntary act, for the purposes therein set forth.

Given under my hand and seal, this 3 day of November

For office use only	
Date Received:	<u>11/03/2021</u>
Case Number:	<u>PZC2021-06</u>
Fee Paid:	<u>\$360.00</u>
Hearing Date:	<u>12/01/2021</u>

Dorothy M Hathaway
Notary Public



Dwane and Vanessa Kozak
1813 Howdy Lane, Darien

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NOV 03 2021

Justification Narrative

Community Development
City of Darien

We are requesting this variance because we wish to put an addition on our house over the garage as well as adding a third car garage. Our property shape limits our options. The lot is a funny pie shape. This excludes us from going off the back of our house towards the rear property line. In addition, the property set back from the road was changed after the house was built which put our existing garage into the setback set by the city of Darien after the house was originally constructed. We live on a street that will most likely never be widened by the city. This will not have a negative effect on our neighbors because this addition will be going up and not towards any neighbors property, only towards the road and slightly into our existing side yard which has no house adjoined.

2a: n/a

2b: This lot is a pie shaped irregular lot which limits our options for adding a third car garage and addition.

2c: If this variation is granted, it will not alter the essential character of the locality . It will look even better than it does now while increasing our home value as well as home values around the neighborhood.

3a: If this variation is not granted, our family will continue to be very crowded in our home with limited bedroom space and NO PRIVACY. We have three children (17, 10, and 1). When we had our most recent surprise baby, we remodeled our entire lower level in hopes that our teen daughter would sleep down there. But she has encountered way too many wolf spiders and other spiders. Even though we have an exterminator, I think that being in a basement there will always be some kind of spider. If all she found was one big black one in her bed, that is enough to keep anyone from sleeping down there. LOL So she now sleeps upstairs with our 10 year old in her room. (and I don't blame her! I wouldn't sleep down there either...) But now we are super crowded..... We also have three plus cars with our teen driving and it is not convenient to always play musical cars in the morning and before bedtime readjusting them depending on who leaves first. With kids, there always comes a lot of junk which one of our garage stalls if filled with (bikes, toys, electric ride on cars, etc.) There are always cars on our driveway. It would be nice to put one away and have one less outside. We have researched and looked at other homes to buy, but have not found the right one that fits our needs and budget for what we are looking for. We love where we live as well as our neighbors and the location of our house. We have done a lot of work to the interior and exterior of our home and would hate to walk away from it and settle for something else.

3b: This property is an unusual pie shaped lot. We do have a big side yard which enables us to place a third car garage without interfering with our neighbors.

3c: This variance is the best option for what we are looking for. We already have a small shed attached to the two car garage, and so the third car stall will be replacing that and only coming out the side of the house a few feet more. The overall look in the front is not a huge difference in space.

3d: Our street is a very quiet street with spaced out lots as compared to the other blocks. Our neighbors next to us closest to our garage have a line of evergreen trees dividing our properties. We

cannot see their house from the front of our house. This garage would not affect them. If anything, what we are doing to our house will look very nice and improve the look of the neighborhood and property values. We take very good care of our home on the exterior and interior. This is a nice improvement that we will be doing.

3e: This variation may give other homeowners new ideas to try with their house, but what would be the harm with improving homes in Darien and making them look even nicer?

3f: The positive impacts to the community outweigh the negative impacts because this variance will increase our home value and the surrounding homes as well.

3g: If granted, this variation and addition will enhance the aesthetic value of our house.

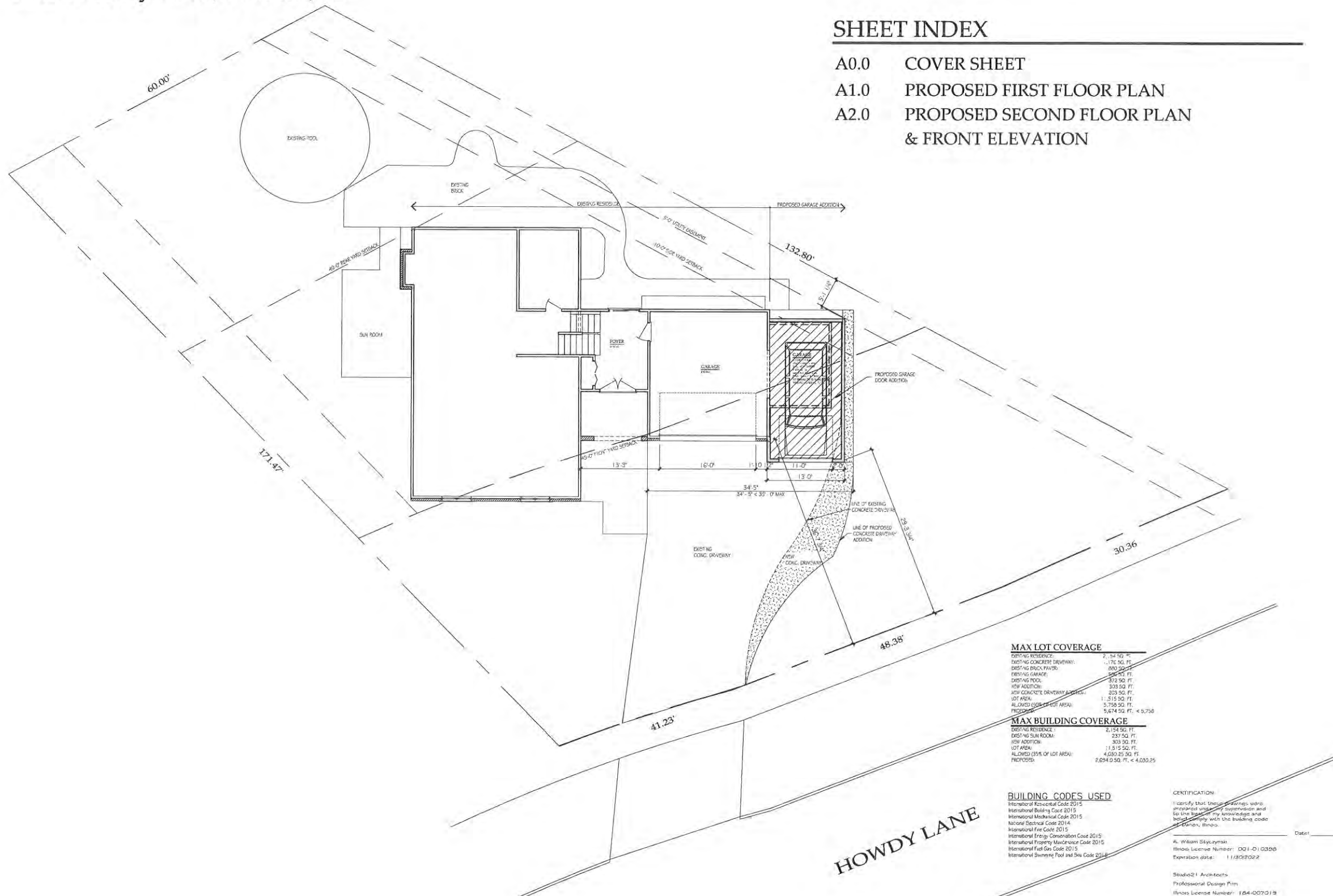
The Kozak Residence

Attachment 3

1813 Howdy Lane, Darien, IL

SHEET INDEX

- A0.0 COVER SHEET
 A1.0 PROPOSED FIRST FLOOR PLAN
 A2.0 PROPOSED SECOND FLOOR PLAN
 & FRONT ELEVATION



MAX LOT COVERAGE

EXISTING RESIDENCE:	2,154 SQ. FT.
EXISTING CONCRETE DRIVEWAY:	1,176 SQ. FT.
EXISTING BRICK PAVEMENT:	260 SQ. FT.
EXISTING GARAGE:	345 SQ. FT.
EXISTING POOL:	372 SQ. FT.
NEW ADDITION:	303 SQ. FT.
NEW CONCRETE DRIVEWAY ADDITION:	203 SQ. FT.
LOT AREA:	11,515 SQ. FT.
ALLOWED (35% OF LOT AREA):	4,030.25 SQ. FT.
PROPOSED:	5,674 SQ. FT. < 9,758

MAX BUILDING COVERAGE

EXISTING RESIDENCE:	2,154 SQ. FT.
EXISTING SUN ROOM:	237 SQ. FT.
NEW ADDITION:	303 SQ. FT.
LOT AREA:	11,515 SQ. FT.
ALLOWED (35% OF LOT AREA):	4,030.25 SQ. FT.
PROPOSED:	2,694.0 SQ. FT. < 4,030.25

BUILDING CODES USED

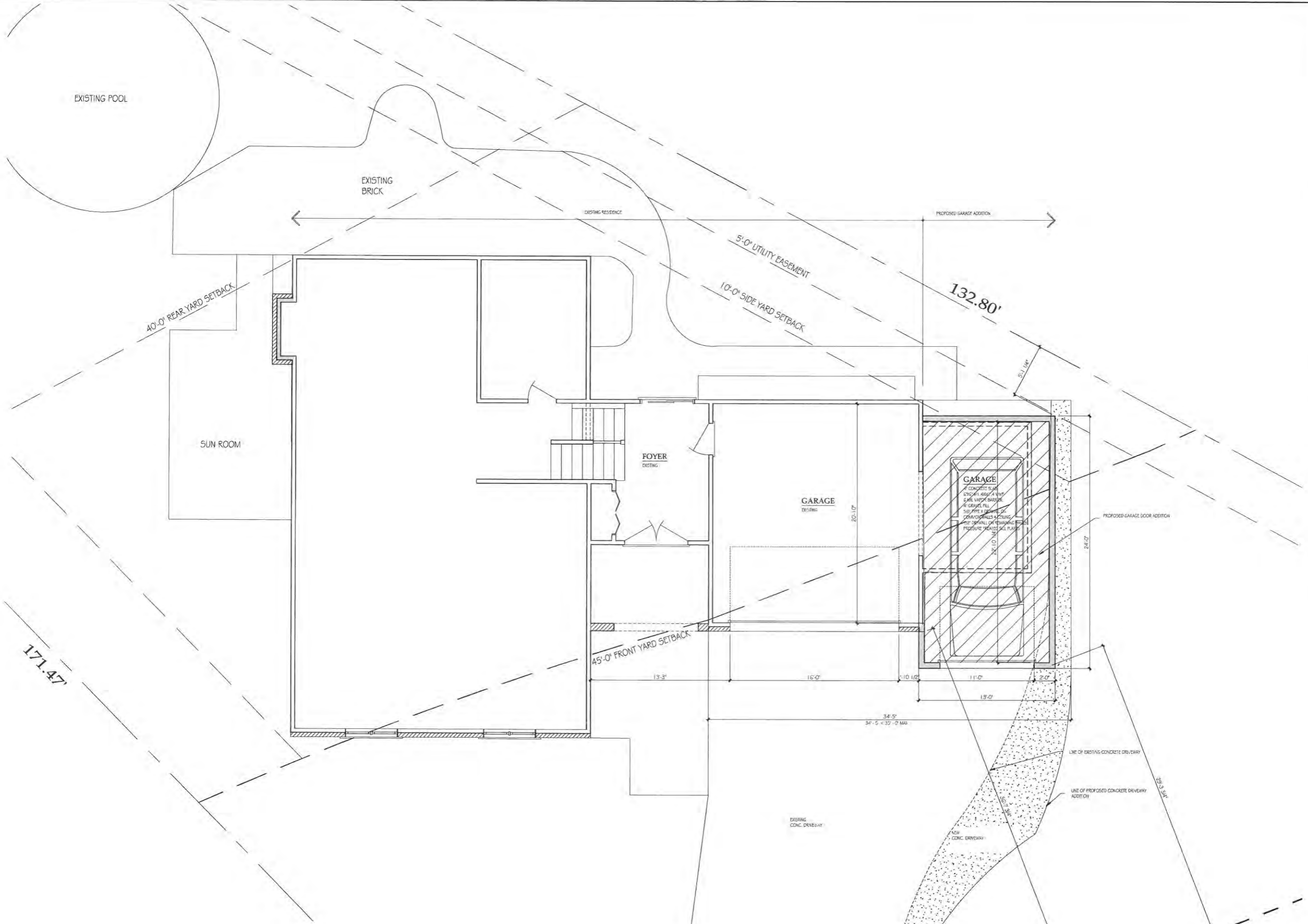
International Residential Code 2015
 International Building Code 2015
 International Mechanical Code 2015
 National Electrical Code 2014
 International Fire Code 2015
 International Energy Conservation Code 2015
 International Property Maintenance Code 2015
 International Fuel Gas Code 2015
 International Swimming Pool and Spa Code 2015

CERTIFICATION:

I certify that these drawings were prepared under my supervision and to the best of my knowledge and belief comply with the building code of Danvers, Illinois.

A. William Sikolyan
 Illinois License Number: DG1-010398
 Expiration date: 11/30/2022

Studio21 Architects
 Professional Design Firm
 Illinois License Number: 184-007013
 Expiration date: 04/30/2023



The Kozak Residence
 1813 Howdy Lane, Darien, Illinois

5012 Fairview Ave.
 Downers Grove, IL 60515
 630.789.2513
 studio21architects.com

studio21 architects

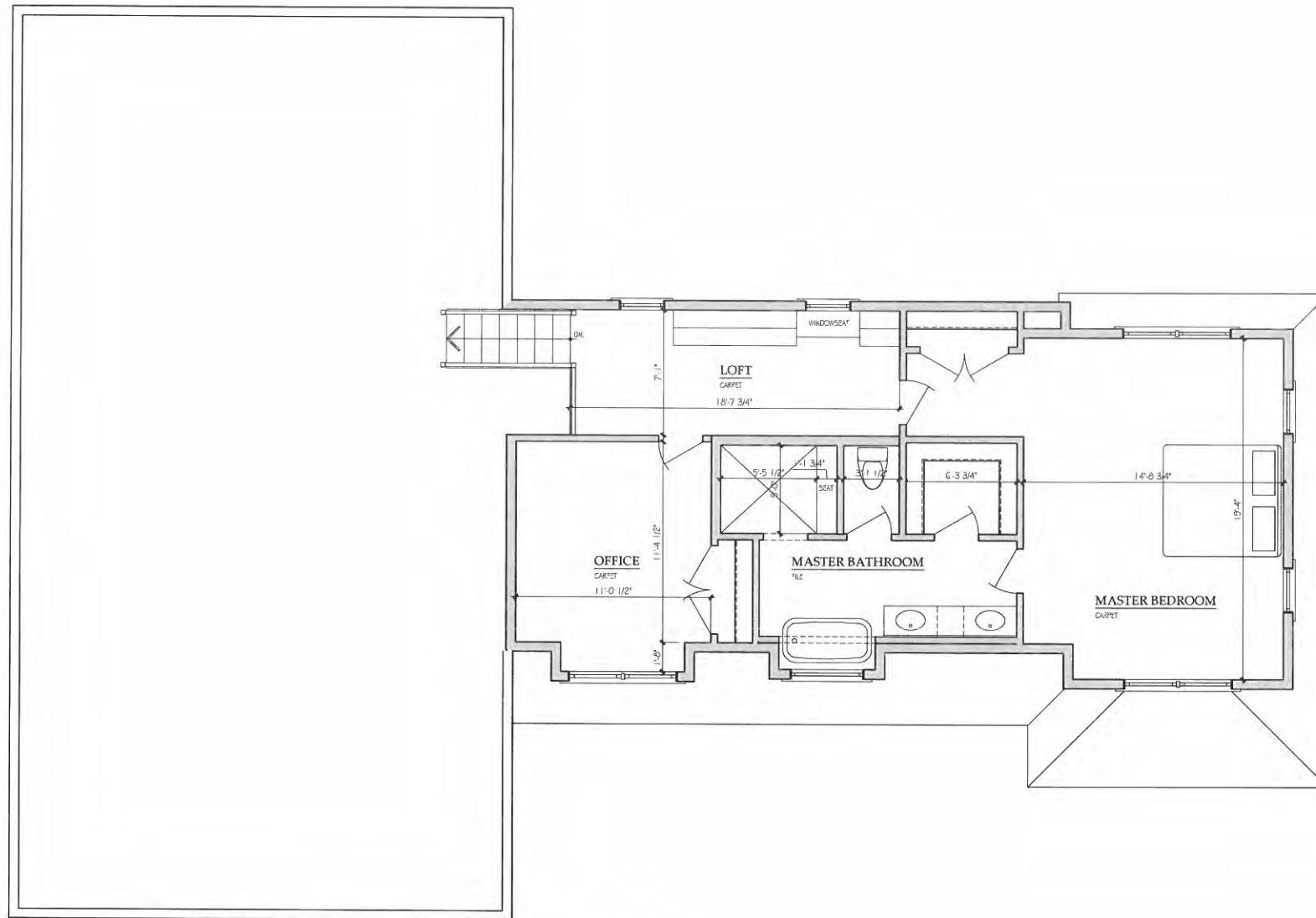
DATE
10/20/21

PROJECT: 21267
 SHEET: 18
A1.0



FRONT ELEVATION

SCALE: 1/4" = 1'-0"



PROPOSED SECOND FLOOR PLAN

SCALE: 1/4" = 1'-0"



1813 Howdy Ln, Darien, IL, X

Show search results for 1813 H...

Cadastral Realestate:HOWDY LN

General Property Information:

PIN#
0928106004

[View Tax and Assessment Information](#)

Property Address:
1813 HOWDY LN
DARIEN IL 60561

Owner:
KOZAK, DWANE & V BRENNAN

Property City: Darien
Property Class: R
Assessment: 0.24
Zoom to

66119 -87.990699 Degrees

County of DuPage, Esri Canada, Esri





CITY OF DARIEN
ZONING VARIATIONS
JUSTIFICATION NARRATIVE

Purpose

To be consistent and fair, the City is obligated to make decisions on zoning variation requests based on findings-of-fact. The Applicant should write a justification narrative that contains evidence (facts) that support a conclusion (finding) that the variation is necessary and would not cause problems. It should include: a) explanation of why the variation is being requested, b) describe the 'hardship condition' of the property that makes it difficult to conform, c) estimate the impact on neighbors, and d) respond to each of the decision criteria below.

Decision Criteria (See City Code Section 5A-2-2-3)

2a. The property in question cannot yield a reasonable return if permitted to be used only under the conditions allowed by the regulations in the zone.

2b. The plight of the owner is due to unique circumstances.

2c. The variation if granted will not alter the essential character of the locality.

3a. Essential Need? The owner would suffer substantial difficulty or hardship and not mere inconvenience or a decrease in financial gain if the variation is not granted.

3b. Problem with Property? There is a feature of the property such as slope or shape or change made to the property, which does not exist on neighboring properties, which makes it unreasonable for the owner to make the proposed improvement in compliance with the Zoning Code. Such feature or change was not made by the current owner and was not known to the current buyer at the time of purchase.

3c. Smallest Solution? There is no suitable or reasonable way to redesign the proposed improvements without incurring substantial difficulty or hardship or reduce the amount of variation required to make such improvements.

3d. Create Neighbor Problem? The variation, if granted, will not cause a substantial difficulty, undue hardship, unreasonable burden, or loss of value to the neighboring properties.

3e. Create Community Problem? The variation, if granted, may result in the same or similar requests from other property owners within the community, but will not cause an unreasonable burden or undesirable result within the community.

3f. Net Benefit? The positive impacts to the community outweigh the negative impacts.

3g. Sacrifice Basic Protections? The variation, if granted, will comply with the purposes and intent of the Zoning Code set forth in Section 5A-1-2(A) and summarized as follows; to lessen congestion, to avoid overcrowding, to prevent blight, to facilitate public services, to conserve land values, to protect from incompatible uses, to avoid nuisances, to enhance aesthetic values, to ensure an adequate supply of light and air, and to protect public health, safety, and welfare.

Jordan Yanke

From: Tanja <tanja_stl@yahoo.com>
Sent: Friday, December 3, 2021 2:00 PM
To: Jordan Yanke
Subject: Public Notice

Hi,

I believe that I am a couple of days late, but wanted to share my comments in regards to the hearing that was held on Wednesday, Case NO. PZC2021-06. I think that the requests to reduce yards are not the right approach for suburban living. The greenery is one of the main reasons why this is so nice to have in the suburbs. If someone wants more concrete and less yard, they should move to the city. I am completely against this and I hope that the city of Darien would make the right decision to not let this happen.

Thank you for all that you guys do,

Tanja Patarova
1817 Gigi Ln

Sent from my iPhone

CAUTION: This e-mail originated outside of the City's email system. DO NOT click links or open attachments unless you confirm the incoming address of the sender and know the content is safe.

AGENDA MEMO
Municipal Services Committee
December 28, 2021

ISSUE STATEMENT

Approval of a [resolution](#) to execute a contract with Eternally Green Lawn Care, Inc., for six (6) various fertilizer applications and (3) three applications for planting beds and weed control within rip rap areas and tree fertilization for 75th Street, in an amount not to exceed \$28,629.00 for the 2022 Landscape Fertilization Services at the following locations:

- Roadside Right of Ways and Medians of 75th Street, and certain segments of Plainfield Road
- Water Plants
- Public Works Facility
- Clock Tower
- City Entrance Way Sign areas
- City Hall Complex
- Detention Basins
- Rip Rap Areas

BACKGROUND/HISTORY

The City's fertilization program will allow the City to eradicate noxious weeds and provide uniform aesthetically pleasing turf throughout certain right of ways and City owned facilities. The fertilization program includes the treatment of maintaining weed free planting beds throughout the City. On December 2, 2021, staff received two (2) bids for the proposed fertilization services, (See [Attachment A](#)). The contract requested pricing from May 1, 2022 to April 30, 2023. The contract also called out for two optional extensions for 2023 and 2024.

- A. The following areas would receive fertilizer applications for turf management throughout the year:
1. All median areas and roadside right of ways on 75th Street from, 1 Lot west of Sheridan Drive to Lemont Road
 2. Plainfield Road from Cass Avenue east to 75th Street
 3. City Hall and the Police Department
 4. Public Works Facility
 5. Water Plant #2 1220 Plainfield Rd
Water Plant #3 1930 Manning Rd
Water Plant #4 1897 Manning Rd
Water Plant #5 8600 Lemont Rd
Water Stand Pipe 6709 Wilmette Ave
 6. Detention Basins
 7. Clock Tower-Turf Area
- B. The following areas would receive fertilizer applications for plant-bed management throughout the year:
1. 75th St. Landscape Beds
 2. Roadside City Entrance Signs
 3. Clock Tower-Plant Bed Area

Landscape Fertilization

December 28, 2021

Page 2

- C. The contract also entertained fertilization services for the City maintained median trees along 75th Street. The scope of work would include fertilizing 240 trees along the 75th Street median from Sheridan Drive to Lemont Road.

The contract specifications included up to six (6) various turf fertilizer applications throughout the year and (3) three planting bed fertilizer applications. Staff is requesting that 6 turf applications and 3 plant bed fertilization applications be implemented for the 2022 Program, see [Attachment B](#). Eternally Green has provided fertilization services for the City for the past several years with quality performance.

The proposed expenditure would be expended from the following accounts.

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY 2022/23 BUDGET AND EXPENDITURE
01-30-4350	Fertilization 75 th Street-Turf Areas	\$ 13,120.00
01-30-4350	City Hall Grounds (½ Charged to Streets)	\$ 192.00
02-50-4223	City Hall Grounds (½ Charged to Water)	\$ 192.00
01-30-4350	Public Works Facility (½ Charged to Streets)	\$ 465.00
02-50-4223	Public Works Facility (½ Charged to Water)	\$ 465.00
02-50-4223	Maintenance Building-Water Plant Fertilization	\$ 1,320.00
01-30-4350	Basin Detention Facility Fertilization	\$ 8,320.00
01-30-4350	75th St. Landscape Bed Fertilization	\$ 285.00
01-30-4350	Roadside City Entrance Signs Fertilization	\$ 300.00
01-30-4350	Clock Tower Turf Fertilization	\$ 260.00
01-30-4350	Clock Tower Plant Bed Fertilization	\$ 225.00
01-30-4350	Tree Fertilization	\$ 85.00
01-30-4350	Rip Rap Areas	\$ 3,400.00
TOTAL PROGRAM COST		\$ 28,629.00

STAFF RECOMMENDATION

Staff recommends approving a resolution to execute a contract with Eternally Green Lawn Care, Inc., for six (6) various fertilizer applications and (3) three applications for planting beds and weed control within rip rap areas and tree fertilization for 75th Street, in an amount not to exceed \$28,629.00 for the 2022 Landscape Fertilization Services the resolution.

ALTERNATE CONSIDERATION

As directed by the Committee.

DECISION MODE

This item will be placed on the January 17, 2022, City Council agenda for formal approval.

CITY OF DARIEN PUBLIC WORKS
1702 PLAINFIELD ROAD
DARIEN, IL 60561

SEALED BID: 2022 Landscape Fertilization Program
 OPENING DATE/TIME: December 2, 2021 @ 10:00 a.m.

ITEM	DESCRIPTION	TruGreen Limited Partnership			Eternally Lawn Care, Inc.		
		2022-2023	2023-2024	2024-2025	2022-2023	2023-2024	2024-2025
Section I-ROW	Application #1	\$ 3,147.10	\$ 3,147.10	\$ 3,147.10	\$ 1,875.00	\$ 1,875.00	\$ 1,920.91
	Application #2	\$ 2,593.74	\$ 2,593.74	\$ 2,593.74	\$ 2,420.00	\$ 2,420.00	\$ 2,479.26
	Application #3	\$ 5,536.65	\$ 5,536.65	\$ 5,536.65	\$ 2,970.00	\$ 2,970.00	\$ 3,042.72
	Application #4	\$ 2,678.75	\$ 2,678.75	\$ 2,678.75	\$ 2,110.00	\$ 2,110.00	\$ 2,161.66
	Application #5	\$ 2,407.50	\$ 2,407.50	\$ 2,407.50	\$ 2,220.00	\$ 2,220.00	\$ 2,274.36
	Application #6	\$ 2,136.25	\$ 2,136.25	\$ 2,136.25	\$ 1,525.00	\$ 1,525.00	\$ 1,562.34
	Subtotal Section I	\$ 18,499.99	\$ 18,499.99	\$ 18,499.99	\$ 13,120.00	\$ 13,120.00	\$ 13,441.25
Section II-A-City Hall-Police Dept.	Application #1	\$ 153.00	\$ 153.00	\$ 153.00	\$ 60.00	\$ 60.00	\$ 61.47
	Application #2	\$ 153.00	\$ 153.00	\$ 153.00	\$ 58.00	\$ 58.00	\$ 59.42
	Application #3	\$ 217.00	\$ 217.00	\$ 217.00	\$ 80.00	\$ 80.00	\$ 81.96
	Application #4	\$ 153.00	\$ 153.00	\$ 153.00	\$ 66.00	\$ 66.00	\$ 67.62
	Application #5	\$ 153.00	\$ 153.00	\$ 153.00	\$ 70.00	\$ 70.00	\$ 71.71
	Application #6	\$ 119.00	\$ 119.00	\$ 119.00	\$ 50.00	\$ 50.00	\$ 51.22
	Subtotal II-A	\$ 948.00	\$ 948.00	\$ 948.00	\$ 384.00	\$ 384.00	\$ 393.40
Section II-B-Municipal Services	Application #1	\$ 258.00	\$ 258.00	\$ 258.00	\$ 150.00	\$ 150.00	\$ 153.67
	Application #2	\$ 258.00	\$ 258.00	\$ 258.00	\$ 135.00	\$ 135.00	\$ 138.31
	Application #3	\$ 258.00	\$ 258.00	\$ 258.00	\$ 190.00	\$ 190.00	\$ 194.65
	Application #4	\$ 258.00	\$ 258.00	\$ 258.00	\$ 160.00	\$ 160.00	\$ 163.92
	Application #5	\$ 258.00	\$ 258.00	\$ 258.00	\$ 170.00	\$ 170.00	\$ 174.16
	Application #6	\$ 196.00	\$ 196.00	\$ 196.00	\$ 125.00	\$ 125.00	\$ 128.06
	Subtotal II-B	\$ 1,486.00	\$ 1,486.00	\$ 1,486.00	\$ 930.00	\$ 930.00	\$ 952.77
Section II-C-G-Specified Facilities	Application #1	\$ 580.00	\$ 580.00	\$ 580.00	\$ 200.00	\$ 200.00	\$ 204.90
Water Plants 2,3,4,5 Standpipe	Application #2	\$ 580.00	\$ 580.00	\$ 580.00	\$ 190.00	\$ 190.00	\$ 194.65
	Application #3	\$ 758.00	\$ 758.00	\$ 758.00	\$ 275.00	\$ 275.00	\$ 281.73
	Application #4	\$ 580.00	\$ 580.00	\$ 580.00	\$ 230.00	\$ 230.00	\$ 235.63
	Application #5	\$ 580.00	\$ 580.00	\$ 580.00	\$ 245.00	\$ 245.00	\$ 251.00
	Application #6	\$ 449.00	\$ 449.00	\$ 449.00	\$ 180.00	\$ 180.00	\$ 184.41
	Subtotal II-C-G	\$ 3,527.00	\$ 3,527.00	\$ 3,527.00	\$ 1,320.00	\$ 1,320.00	\$ 1,352.32
	Subtotal Section II	\$ 5,961.00	\$ 5,961.00	\$ 5,961.00	\$ 2,634.00	\$ 2,634.00	\$ 2,698.50
Section III-Basins	Application #1	\$ 1,953.00	\$ 1,953.00	\$ 1,953.00	\$ 1,380.00	\$ 1,380.00	\$ 1,413.79
	Application #2	\$ 1,953.00	\$ 1,953.00	\$ 1,953.00	\$ 1,280.00	\$ 1,280.00	\$ 1,311.34
	Application #3	\$ 2,138.00	\$ 2,138.00	\$ 2,138.00	\$ 1,900.00	\$ 1,900.00	\$ 1,946.52
	Application #4	\$ 1,953.00	\$ 1,953.00	\$ 1,953.00	\$ 1,280.00	\$ 1,280.00	\$ 1,311.34
	Application #5	\$ 1,953.00	\$ 1,953.00	\$ 1,953.00	\$ 1,490.00	\$ 1,490.00	\$ 1,526.48
	Application #6	\$ 1,503.00	\$ 1,503.00	\$ 1,503.00	\$ 990.00	\$ 990.00	\$ 1,014.24
	Subtotal Section III	\$ 11,453.00	\$ 11,453.00	\$ 11,453.00	\$ 8,320.00	\$ 8,320.00	\$ 8,523.72
Section IV-A-75th St. Landscape Beds	Application #1	\$ 1,528.00	\$ 1,528.00	\$ 1,528.00	\$ 95.00	\$ 95.00	\$ 97.33
	Application #2	\$ 22,920.00	\$ 22,920.00	\$ 22,920.00	\$ 95.00	\$ 95.00	\$ 97.33
	Application #3	\$ 1,528.00	\$ 1,528.00	\$ 1,528.00	\$ 95.00	\$ 95.00	\$ 97.33
	Subtotal IV-A	\$ 25,976.00	\$ 25,976.00	\$ 25,976.00	\$ 285.00	\$ 285.00	\$ 291.98
Section IV-B-Roadside City Entrance Si	Application #1	\$ 870.00	\$ 870.00	\$ 870.00	\$ 100.00	\$ 100.00	\$ 102.45
	Application #2	\$ 13,050.00	\$ 13,050.00	\$ 13,050.00	\$ 100.00	\$ 100.00	\$ 102.45
	Application #3	\$ 870.00	\$ 870.00	\$ 870.00	\$ 100.00	\$ 100.00	\$ 102.45
	Subtotal IV-B	\$ 14,790.00	\$ 14,790.00	\$ 14,790.00	\$ 300.00	\$ 300.00	\$ 307.35
Section IV-C-Clock Tower	Application #1	\$ 49.00	\$ 49.00	\$ 49.00	\$ 45.00	\$ 45.00	\$ 46.10
	Application #2	\$ 49.00	\$ 49.00	\$ 49.00	\$ 40.00	\$ 40.00	\$ 40.98
	Application #3	\$ 73.00	\$ 73.00	\$ 73.00	\$ 54.00	\$ 54.00	\$ 55.32
	Application #4	\$ 49.00	\$ 49.00	\$ 49.00	\$ 40.00	\$ 40.00	\$ 40.98
	Application #5	\$ 49.00	\$ 49.00	\$ 49.00	\$ 45.00	\$ 45.00	\$ 46.10
	Application #6	\$ 42.00	\$ 42.00	\$ 42.00	\$ 36.00	\$ 36.00	\$ 36.88
	Subtotal IV-C1	\$ 311.00	\$ 311.00	\$ 311.00	\$ 260.00	\$ 260.00	\$ 266.37
Section IV-C-Mulch Beds	Application #1	\$ 162.00	\$ 162.00	\$ 162.00	\$ 75.00	\$ 75.00	\$ 76.84
	Application #2	\$ 2,430.00	\$ 2,430.00	\$ 2,430.00	\$ 75.00	\$ 75.00	\$ 76.84
	Application #3	\$ 162.00	\$ 162.00	\$ 162.00	\$ 75.00	\$ 75.00	\$ 76.84
	Subtotal IV-C2	\$ 2,754.00	\$ 2,754.00	\$ 2,754.00	\$ 225.00	\$ 225.00	\$ 230.51
	Subtotal Section IV	\$ 43,831.00	\$ 43,831.00	\$ 43,831.00	\$ 1,070.00	\$ 1,070.00	\$ 1,096.20
Section V-Tree Fertilization		\$ 3,360.00	\$ 3,360.00	\$ 3,360.00	\$ 85.00	\$ 85.00	\$ 87.08
	Subtotal Section V	\$ 3,360.00	\$ 3,360.00	\$ 3,360.00	\$ 85.00	\$ 85.00	\$ 87.08
Section VI-Rip Rap Areas	Application #1	\$ 3,520.00	\$ 3,520.00	\$ 3,520.00	\$ 1,700.00	\$ 1,700.00	\$ 1,741.63
	Application #2	\$ 3,520.00	\$ 3,520.00	\$ 3,520.00	\$ 1,700.00	\$ 1,700.00	\$ 1,741.63
	Subtotal Section VI	\$ 7,040.00	\$ 7,040.00	\$ 7,040.00	\$ 3,400.00	\$ 3,400.00	\$ 3,483.25
Grand Total		\$ 90,144.99	\$ 90,144.99	\$ 90,144.99	\$ 28,629.00	\$ 28,629.00	\$ 29,330.00

2022-2023 FERTILIZATION PROGRAM

DESCRIPTION	APPLICATIONS	AWARDED VENDOR																	
ACCOUNT 01-30-4350		Eternally Green Lawn Care Inc.																	
PROJECT CODE	23F-75-ME																		
PROGRAM INCLUDES: 75TH STREET-NORTHERN, SOUTHERN RIGHT OF WAYS AND MEDIANS PLAINFIELD ROAD-CASS AVE AND 75TH STREET																			
Section I-ROW 22.52 ACRES	APPLICATION	2022 BID	APPLICATIONS 2022																
ROW		Eternally Green Lawn Care Inc.	UNIT COST PER ACRE																
Appl #1 March-April	\$ 1,875.00	\$ 1,875.00	\$ 83.26																
Appl #2 April-May	\$ 2,420.00	\$ 2,420.00	\$ 107.46																
Appl #3 May-June	\$ 2,970.00	\$ 2,970.00	\$ 131.88																
Appl #4 July-August	\$ 2,110.00	\$ 2,110.00	\$ 93.69																
Appl #5 September	\$ 2,220.00	\$ 2,220.00	\$ 98.58																
Appl #6 Nov-Dec	\$ 1,525.00	\$ 1,525.00	\$ 67.72																
Subtotal Section I	\$ 13,120.00	\$ 13,120.00	\$ 582.59																
ACCOUNT 01-30-4350																			
PROJECT CODE	23F-CH-PD																		
Section II-A-City Hall-Police Dept.	APPLICATION	2022 BID	APPLICATIONS 2022																
		Eternally Green Lawn Care Inc.																	
Appl #1 March-April	\$ 60.00	\$ 60.00																	
Appl #2 April-May	\$ 58.00	\$ 58.00																	
Appl #3 May-June	\$ 80.00	\$ 80.00																	
Appl #4 July-August	\$ 66.00	\$ 66.00																	
Appl #5 September	\$ 70.00	\$ 70.00																	
Appl #6 Nov-Dec	\$ 50.00	\$ 50.00																	
Subtotal Section II-A	\$ 384.00	\$ 384.00																	
ACCOUNT 1/2 TO 01-30-4350 AND 02-50-4223																			
PROJECT CODE	23F-PWFAC																		
Section II-B-Public Works Facility	APPLICATION	2022 BID	APPLICATIONS 2022																
		Eternally Green Lawn Care Inc.																	
Appl #1 March-April	\$ 150.00	\$ 150.00																	
Appl #2 April-May	\$ 135.00	\$ 135.00																	
Appl #3 May-June	\$ 190.00	\$ 190.00																	
Appl #4 July-August	\$ 160.00	\$ 160.00																	
Appl #5 September	\$ 170.00	\$ 170.00																	
Appl #6 Nov-Dec	\$ 125.00	\$ 125.00																	
Subtotal Section II-B	\$ 930.00	\$ 930.00																	
ACCOUNT 02-50-4223																			
PROJECT CODE	23F-WATPL																		
Section II-C-G-Specified Facilities	APPLICATION	2022 BID	APPLICATIONS 2022																
		Eternally Green Lawn Care Inc.																	
Water Plants 2.3,4.5 Standpipe																			
Appl #1 March-April	\$ 200.00	\$ 200.00																	
Appl #2 April-May	\$ 190.00	\$ 190.00																	
Appl #3 May-June	\$ 275.00	\$ 275.00																	
Appl #4 July-August	\$ 230.00	\$ 230.00																	
Appl #5 September	\$ 245.00	\$ 245.00																	
Appl #6 Nov-Dec	\$ 180.00	\$ 180.00																	
Subtotal Section II-C-G	\$ 1,320.00	\$ 1,320.00																	
ACCOUNT 01-30-4350																			
PROJECT CODE	23F-BASIN																		
Section III-Basins	APPLICATION	2022 BID	APPLICATIONS 2022																
		Eternally Green Lawn Care Inc.																	
Appl #1 March-April	\$ 1,380.00	\$ 1,380.00																	
Appl #2 April-May	\$ 1,280.00	\$ 1,280.00																	
Appl #3 May-June	\$ 1,900.00	\$ 1,900.00																	
Appl #4 July-August	\$ 1,280.00	\$ 1,280.00																	
Appl #5 September	\$ 1,490.00	\$ 1,490.00																	
Appl #6 Nov-Dec	\$ 990.00	\$ 990.00																	
Subtotal Section III	\$ 8,320.00	\$ 8,320.00																	
ACCOUNT 01-30-4350																			
PROJECT CODE	23F-75-LB																		
Section IV-A-75th St. Landscape Beds	APPLICATION	2022 BID	APPLICATIONS 2022																
		Eternally Green Lawn Care Inc.																	
Appl #1 March-April	\$ 95.00	\$ 95.00																	
Appl #2 April-May	\$ 95.00	\$ 95.00																	
Appl #3 May-June	\$ 95.00	\$ 95.00																	
Subtotal Section IV-A	\$ 285.00	\$ 285.00																	
ACCOUNT 01-30-4350																			
PROJECT CODE	23F-ROADC																		
Section IV-B-Roadside City Entrance Signs	APPLICATION	2022 BID	APPLICATIONS 2022																
		Eternally Green Lawn Care Inc.																	
Appl #1 March-April	\$ 100.00	\$ 100.00																	
Appl #2 April-May	\$ 100.00	\$ 100.00																	
Appl #3 May-June	\$ 100.00	\$ 100.00																	
Subtotal Section IV-B	\$ 300.00	\$ 300.00																	
ACCOUNT 01-30-4350																			
PROJECT CODE	23F-CT-TA																		
Section IV-C-Clock Tower-Turf Area	APPLICATION	2022 BID	APPLICATIONS 2022																
		Eternally Green Lawn Care Inc.																	
Appl #1 March-April	\$ 45.00	\$ 45.00																	
Appl #2 April-May	\$ 40.00	\$ 40.00																	
Appl #3 May-June	\$ 54.00	\$ 54.00																	
Appl #4 July-August	\$ 40.00	\$ 40.00																	
Appl #5 September	\$ 45.00	\$ 45.00																	
Appl #6 Nov-Dec	\$ 36.00	\$ 36.00																	
Subtotal Section IV-C-1	\$ 260.00	\$ 260.00																	
ACCOUNT 01-30-4350																			
PROJECT CODE	23F-CT-MB																		
Section IV-C-Clock Tower Mulch Beds	APPLICATION	2022 BID	APPLICATIONS 2022																
		Eternally Green Lawn Care Inc.																	
Appl #1 March-April	\$ 75.00	\$ 75.00																	
Appl #2 April-May	\$ 75.00	\$ 75.00																	
Appl #3 May-June	\$ 75.00	\$ 75.00																	
Subtotal Section IV-C-2	\$ 225.00	\$ 225.00																	
ACCOUNT 01-30-4350																			
PROJECT CODE	23F-TREEF																		
Section V-Tree Fertilization	APPLICATION	2022 BID	APPLICATIONS 2022																
		Eternally Green Lawn Care Inc.																	
Tree Fertilization-75th St	\$ 85.00	\$ 85.00																	
Subtotal Section V	\$ 85.00	\$ 85.00																	
ACCOUNT 01-30-4350																			
PROJECT CODE	23F-RIPRAP																		
Section VI-Rip Rap	APPLICATION	2022 BID	APPLICATIONS 2022																
		Eternally Green Lawn Care Inc.																	
Appl #1 June-July	\$ 1,700.00	\$ 1,700.00																	
Appl #2 Optional	\$ 1,700.00	\$ 1,700.00																	
Subtotal Section VI	\$ 3,400.00	\$ 3,400.00																	
Total Cost Section	\$ 21,829.00	\$ 21,829.00																	
ACCOUNT CHARGE	ACCOUNT 01-30-4350	ACCOUNT 1/2 TO 01-30-4350 AND 02-50-4223	ACCOUNT 1/2 TO 01-30-4350 AND 02-50-4223	ACCOUNT 02-50-4223	ACCOUNT 01-30-4350	ACCOUNT 01-30-4350	ACCOUNT 01-30-4350	ACCOUNT 01-30-4350	ACCOUNT 01-30-4350	ACCOUNT 01-30-4350	ACCOUNT 01-30-4350	ACCOUNT 01-30-4350	ACCOUNT 01-30-4350	ACCOUNT 01-30-4350	ACCOUNT 01-30-4350	ACCOUNT 01-30-4350	ACCOUNT 01-30-4350	ACCOUNT 01-30-4350	
PROJECT CODE	23F-75-ME	23F-CH-PD	23F-PWFAC	23F-WATPL	23F-BASIN	23F-75-LB	23F-ROADC	23F-CT-TA	23F-CT-MB	23F-TREEF	23F-RIPRAP								
LOCATION	Program Includes: 75th Street-Northern, Southern Right of Ways & Medians Plainfield Road-Cass Ave & 75th Street	City Hall and Police Department	Public Works Facility	Water Plants 2,3,4,5 and Wilmette	Basins-Cul De Sac-Island Facilities	75th St. Landscape Beds	Roadside City Entrance Signs	Clock Tower Turf Area	Clock Tower Mulch Beds	Tree Fertilization 75th Street	Rip Rap Areas								
ACRES		0.7	1.7	2.5	13.70														
COST PER ACRE APPLICATION 1	\$ 1,875.00	\$ 150.00	\$ 150.00	\$ 200.00	\$ 1,380.00	\$ 95.00	\$ 100.00	\$ 45.00	\$ 75.00	\$ 85.00	\$ 1,700.00								
COST PER ACRE APPLICATION 2	\$ 2,420.00	\$ 58.00	\$ 135.00	\$ 190.00	\$ 1,280.00	\$ 95.00	\$ 100.00	\$ 40.00	\$ 75.00	\$ -	\$ 1,700.00								
COST PER ACRE APPLICATION 3	\$ 2,970.00	\$ 80.00	\$ 190.00	\$ 275.00	\$ 1,900.00	\$ 95.00	\$ 100.00	\$ 54.00	\$ 75.00	\$ -	\$ 1,700.00								
COST PER ACRE APPLICATION 4	\$ 2,110.00	\$ 66.00	\$ 160.00	\$ 230.00	\$ 1,280.00	\$ -	\$ -	\$ 40.00	\$ -	\$ -	\$ -								
COST PER ACRE APPLICATION 5	\$ 2,220.00	\$ 70.00	\$ 170.00	\$ 245.00	\$ 1,490.00	\$ -	\$ -	\$ 45.00	\$ -	\$ -	\$ -								
COST PER ACRE APPLICATION 6	\$ 1,525.00	\$ 50.00	\$ 125.00	\$ 180.00	\$ 990.00	\$ -	\$ -	\$ 36.00	\$ -	\$ -	\$ -								
TOTAL PROGRAM COST	\$ 13,120.00	\$ 384.00	\$ 930.00	\$ 1,320.00	\$ 8,320.00	\$ 285.00	\$ 300.00	\$ 260.00	\$ 225.00	\$ 85.00	\$ 3,400.00								
ACCOUNT 01-30-4350	\$ 13,120.00	\$ 192.00	\$ 465.00	\$ 1,320.00	\$ 8,320.00	\$ 285.00	\$ 300.00	\$ 260.00	\$ 225.00	\$ 85.00	\$ 3,400.00								
ACCOUNT 02-50-4223	\$ 192.00	\$ 192.00	\$ 465.00	\$ 1,320.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -								
TOTAL PROGRAM COST																			

RESOLUTION NO. _____

A RESOLUTION TO EXECUTE A CONTRACT WITH ETERNALLY GREEN LAWN CARE, INC., FOR SIX (6) VARIOUS FERTILIZER APPLICATIONS AND (3) THREE APPLICATIONS FOR PLANTING BEDS AND WEED CONTROL WITHIN RIP RAP AREAS AND TREE FERTILIZATION FOR 75TH STREET, IN AN AMOUNT NOT TO EXCEED \$28,629.00 FOR THE 2022 LANDSCAPE FERTILIZATION SERVICES

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, as follows:

SECTION 1: The City Council of the City of Darien hereby authorizes the Mayor to execute a contract with Eternally Green Lawn Care, Inc., for six (6) various fertilizer applications and (3) three applications for planting beds and weed control within rip rap areas and tree fertilization for 75th Street, in an amount not to exceed \$28,629.00 for the 2022 Landscape Fertilization Services a copy of which is attached hereto as "**Exhibit A**" and is by this reference expressly incorporated herein.

SECTION 2: This Resolution shall be in full force and effect from and after its passage and approval as provided by law.

PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 17th day of January 2022.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS this 17th day of January, 2022.

JOSEPH MARCHESE, MAYOR

ATTEST:

JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

CONTRACT

1. This agreement, made and entered into this ___ day of _____ 20 21, between the City of Darien, acting by and through its Mayor and Clerk and Eternally Green Lawn Care, Inc.
2. That for and in consideration of the payments and agreements mentioned in City of Darien for the Specifications and contract documents for the 2022 Landscape Fertilization at Roadside Right of ways and Medians and Specified Facilities, along with two optional extensions for 2023 and 2024 and attached hereto, agrees with the City of Darien at his/their own proper cost and expense to furnish the equipment, material, labor, supplies and/or services as provided therein in full compliance with all of the terms of such City of Darien Contract attached hereto.
3. It is understood and agreed that City of Darien Contract hereto attached, prepared by the City of Darien, is an essential document of this contract and is a part hereof.
4. In witness whereof, the said parties have executed these presents on the date above mentioned.

(City Seal)

CITY OF DARIEN

Attest:

By: _____
City Clerk

By: _____
Mayor

(Corporate Seal)

CORPORATE NAME

Attest: John P. West
By: _____
Secretary

By: [Signature]
President



CONTRACT - Page Two

(Corporate Seal)

IF A PARTNERSHIP

_____ (Seal)

PARTNERS DOING BUSINESS UNDER THE NAME OF

IF AN INDIVIDUAL

_____ (Seal)

SUBSCRIBED AND SWORN BEFORE ME

This 1st day of

December, 2021



MY COMMISSION EXPIRES:

April 19, 2025

NOTARY PUBLIC

R. R. Webb

I. GENERAL CONDITIONS

1. DEFINITIONS

The following words and phrases, as used herein, shall have the meaning ascribed to them, as follows:

A. BIDDER shall mean:

Eternally Green Lawn Care, Inc.
57 Eisenhower South
Lombard, IL 60148

B. CITY shall mean the City of Darien, Du Page County, Illinois, an Illinois Municipal Corporation.

2. PREPARATION AND SUBMISSION OF PROPOSAL

The bidder must submit his proposal on the forms furnished by the City of Darien. All blank spaces on the proposal form must be filled in if applicable. Authorized signature must be the individual owner of a proprietorship, a general partner of a partnership or a duly authorized officer, attested to by the Corporate Secretary, of a Corporation. The proposal is contained in these documents and must remain attached thereto when submitted. All signatures and spaces to be completed in ink or typewritten, where applicable. Prices/costs shall be in United States dollars. Incorrect completion, execution or submission of bids shall be sufficient grounds for rejection of a bid. The following documents shall be completed, executed and notarized at the time of submission of a bid:

1. CONTRACTOR'S CERTIFICATION - BID PROPOSAL

2. BID PROPOSAL

ALL BIDS SHALL BE SUBMITTED IN SEALED ENVELOPES
CARRYING THE FOLLOWING INFORMATION ON THE FACE:

BIDDER NAME, ADDRESS, SUBJECT MATTER OF BID,
DESIGNATED DATE OF BID OPENING AND HOUR DESIGNATED
FOR BID OPENING.

3. WITHDRAWAL OF PROPOSAL

Bidders may withdraw their bids at any time prior to the time specified in the Bid Notice as the closing time for the receipt of bids.

However, no bid shall be withdrawn or canceled for a period of sixty (60) calendar days after said opening of bids, nor shall the successful bid be withdrawn, canceled, or modified after having been accepted by the City.

4. SUBMISSION OF ALTERNATE BIDS

Bidder may submit alternate bids provided that:

- Each bid proposal meets City Specifications and is submitted separately.
- The City shall not consider an alternate bid which fails to meet specifications.

**BID PROPOSAL
SCHEDULE OF PRICES
ROADSIDE RIGHT-OF-WAYS, MEDIANS,
SPECIFIED FACILITIES AND RIP-RAP AREAS**

This bid proposal is based upon an itemization of one base year with two optional year contract proposal. **The below proposal is for May 1, 2022 through April 30, 2023.** The second year of the option to be determined and evaluated in April of 2023. The City shall have the exclusive right to determine which applications shall be used throughout the year. The City also reserves the right to cancel any application as deemed necessary.

I RIGHT-OF-WAY MAINTENANCE - FERTILIZATION DESCRIPTION

	<u>COST</u>
APPLICATION #1 MARCH – APRIL Fertilizer application with Crabgrass Pre-emergent 25-0-5 w/0.19% Deminon Pre-M & Escalade Broadleaf Weed Control	<u>\$1,975.00</u>
APPLICATION #2 APRIL – MAY Fertilizer application 25-0-5 AS with, Escalade Broadleaf Weed Control.	<u>\$2,420.00</u>
APPLICATION #3 MAY – JUNE Fertilizer application 21-0-3 .2 Merit AS with Tri-Power Broadleaf Leaf Weed Control-Includes Grub Preventative	<u>\$2,970.00</u>
APPLICATION #4 JULY – AUGUST Fertilizer application 25-0-5 50% AS with Tri-Power Broadleaf Weed Control	<u>\$2,110.00</u>
APPLICATION #5 SEPTEMBER Fertilizer application with Broadleaf Weed Control. Follow up Grub Control as needed. 25-0-5 50%AS, Tripower, Dylox 6.2G	<u>\$2,220.00</u>
APPLICATION #6 NOVEMBER - DECEMBER Dormant Fertilizer application. 25-0-5 50% AS	<u>\$1,525.00</u>
SUBTOTAL I	<u>\$13,120.00</u>

II. SPECIFIED FACILITY MAINTENANCE - FERTILIZATION DESCRIPTION

	<u>ACRES</u>	<u>COST</u>
A. City Hall 1702 Plainfield Rd	0.70	
APPLICATION #1 MARCH – APRIL Fertilizer application with Crabgrass Pre-emergent 25-0-5 w/0.19% Deminsion Pre-M & Escalade Broadleaf Weed Control		<u>\$60.00</u>
APPLICATION #2 APRIL – MAY Fertilizer application 25-0-5 AS with Escalade Broadleaf Weed Control.		<u>\$58.00</u>
APPLICATION #3 MAY – JUNE Fertilizer application 21-0-3 .2 Merit AS with Tri-Power Broadleaf Leaf Weed Control-Includes Grub Preventative		<u>\$80.00</u>
APPLICATION #4 JULY – AUGUST Fertilizer application 25-0-5 50% AS with Tri-Power Broadleaf Weed Control		<u>\$66.00</u>
APPLICATION #5 SEPTEMBER Fertilizer application with Broadleaf Weed Control. Follow up Grub Control as needed. 25-0-5 50%AS, Tripower, Dy lox 6.2G		<u>\$70.00</u>
APPLICATION #6 NOVEMBER - DECEMBER Dormant Fertilizer application. 25-0-5 50% AS		<u>\$50.00</u>
SUBTOTAL II A.		<u>\$384.00</u>

II. SPECIFIED FACILITY MAINTENANCE - FERTILIZATION DESCRIPTION

	<u>ACRES</u>
B. Municipal Services 1041 S Frontage Rd	1.70
	<u>COST</u>
APPLICATION #1 MARCH – APRIL Fertilizer application with Crabgrass Pre-emergent 25-0-5 w/0.19% Deminsion Pre-M & Escalade Broadleaf Weed Control	<u>\$150.00</u>
APPLICATION #2 APRIL – MAY Fertilizer application 25-0-5 AS with, Escalade Broadleaf Weed Control.	<u>\$135.00</u>
APPLICATION #3 MAY – JUNE Fertilizer application 21-0-3 .2 Merit AS with Tri-Power Broadleaf Leaf Weed Control-Includes Grub Preventative	<u>\$190.00</u>
APPLICATION #4 JULY – AUGUST Fertilizer application 25-0-5 50% AS with Tri-Power Broadleaf Weed Control	<u>\$160.00</u>
APPLICATION #5 SEPTEMBER Fertilizer application with Broadleaf Weed Control. Follow up Grub Control as needed. 25-0-5 50%AS, Tripower, Dy lox 6.2G	<u>\$170.00</u>
APPLICATION #6 NOVEMBER - DECEMBER Dormant Fertilizer application. 25-0-5 50% AS	<u>\$125.00</u>
SUBTOTAL II B.	<u>\$930.00</u>

II. SPECIFIED FACILITY MAINTENANCE - FERTILIZATION DESCRIPTION

	<u>ACRES</u>	
C. Water Plant #2 1220 Plainfield Rd	.33	
D. Water Plant #3 1930 Manning Rd	.57	
E. Water Plant #4 1901 Manning Rd	.66	
F. Water Plant #5 8600 Lemont Rd	.83	
G. Water Stand Pipe 6709 Wilmette Ave	<u>.11</u>	
TOTAL ACRES	2.5	
		<u>COST</u>
APPLICATION #1 MARCH – APRIL		<u>\$200.00</u>
Fertilizer application with Crabgrass		
Pre-emergent 25-0-5 w/0.19% Deminsion		
Pre-M & Escalade Broadleaf Weed Control		
APPLICATION #2 APRIL – MAY		<u>\$190.00</u>
Fertilizer application 25-0-5 AS with,		
Escalade Broadleaf Weed Control.		
APPLICATION #3 MAY – JUNE		<u>\$275.00</u>
Fertilizer application 21-0-3 .2 Merit AS		
with Tri-Power Broadleaf Leaf Weed		
Control-Includes Grub Preventative		
APPLICATION #4 JULY – AUGUST		<u>\$230.00</u>
Fertilizer application 25-0-5 50% AS		
with Tri-Power Broadleaf Weed Control		
APPLICATION #5 SEPTEMBER		<u>\$245.00</u>
Fertilizer application with Broadleaf Weed Control.		
Follow up Grub Control as needed.		
25-0-5 50%AS, Tripower, Dylox 6.2G		
APPLICATION #6 NOVEMBER - DECEMBER		<u>\$180.00</u>
Dormant Fertilizer application.		
25-0-5 50% AS		
SUBTOTAL II C-G.		<u>\$1,320.00</u>

III. SPECIFIED BASIN MAINTENANCE

Work under this section shall include all fertilizing, broad leaf weed control and crabgrass weed control as described below. Estimated acreage areas included in this section are as follows:

LOCATION	ACRES
DALE ROAD BASIN	1.20
NANTUCKET BASIN	2.50
WOODLAND BASIN/WHITTIER	3.10
GREEN VALLEY BASIN	1.80
FAIRVIEW MANNING BASIN	1.70
86 TH STREET BASIN	2.10
PLAINFIELD MANNING BASIN	.75
WESTMINSTER COURT	.30
7702 FLORENCE AREA	.25
TOTAL ACRES	13.70

FERTILIZATION DESCRIPTION

COST

APPLICATION #1 MARCH – APRIL

Fertilizer application with Crabgrass Pre-emergent 25-0-5
w/0.19% Deminsion Pre-M & Escalade Broadleaf Weed Control

\$1,380.00

APPLICATION #2 APRIL – MAY

Fertilizer application 25-0-5 AS with,
Escalade Broadleaf Weed Control.

\$1,280.00

APPLICATION #3 MAY – JUNE

Fertilizer application 21-0-3 .2 Merit AS with Tri-Power
Broadleaf Leaf Weed Control-Includes Grub Preventative

\$1,900.00

APPLICATION #4 JULY – AUGUST

Fertilizer application 25-0-5 50% AS with
Tri-Power Broadleaf Weed Control

\$1,280.00

APPLICATION #5 SEPTEMBER

Fertilizer application with Broadleaf Weed Control. Follow up
Grub Control as needed. 25-0-5 50% AS, Tripower, Dylox 6.2G

\$1,490.00

APPLICATION #6 NOVEMBER - DECEMBER

Dormant Fertilizer application. 25-0-5 50% AS

\$990.00

SUB TOTAL III

\$8,320.00

IV. LANDSCAPE BED PLANT FERTILIZATION

A. Landscape Beds 75th Street Median	Number of Planting Beds	Estimated Total Square Yards
1 - 75th St & Plainfield Rd - East	1	285
2 - 75th St & Plainfield Rd - West	1	285
3 - 75th St & Plainfield Rd - Berm	1	430
4 - 75th St & Cass Ave - East	1	135
5 - 75th St & Cass Ave - West	1	160
6 - 75th St & Adams St - East	1	285
7 - 75th St & Adams St - West	1	305
8 - 75 th St & Williams Ave - East (Park Ave)	1	175
TOTAL	8	2060

COST

APPLICATION #1

April-First two weeks

Bed Pre-emergent + Fertilizer- Snapshot TG

Granular fert shrub beds-17-0-5 liquid fert - shade trees and ornamentals

\$ 95.00

APPLICATION #2

Bi weekly-15 Applications -Late April to Mid-October

Post Emergent 2 X a month-Razor Pro + Crop Oil

\$ 95.00

APPLICATION #3

Late Fall-Mid November

Bed Pre-emergent-BroadStar

\$ 95.00

APPLICATION	UNIT COST	UNITS	TOTAL COSTS
App1#1	\$ 13.57	7	\$ 95.00
App1#2	\$ 13.57	7	\$ 95.00
App1#3	\$ 13.57	7	\$ 95.00

SUBTOTAL IV A

\$ 285.00

LANDSCAPE BED PLANT FERTILIZATION

B. Roadside ROW – Landscape Beds B. City Entrance Signs	Number of Planting Beds	Estimated Total Square Yards
1 - Plainfield Rd - Northern ROW		
West of Route 83	1	52
Evergreen trees-planting bed	1	300
2 - 83rd St - Southern ROW		
East of Janes Ave	1	35
3 - 75th St - Southern ROW		
East of Lemont Rd	1	52
4 - 75th St - Southern ROW		
West of Route 83	1	52
5 - Cass Ave - Eastern ROW		
North of Frontage Rd	1	52
6 - Cass Ave - Western ROW		
South of 67th St	1	40
7 - Lemont Rd - Eastern ROW		
North of I-55	1	60
8 - 87th St - Southern ROW		
East of Woodward	1	85
Total City Entrance Signs	9	728

COST

APPLICATION #1

April-First two weeks

Bed Pre-emergent + Fertilizer- Snapshot TG

Granular fert shrub beds-17-0-5 liquid fert - shade trees and ornamentals \$ 100.00

APPLICATION #2

Bi weekly-15 Applications -Late April to Mid-October

Post Emergent 2 X a month-Razor Pro + Crop Oil \$ 100.00

APPLICATION #3

Late Fall-Mid November

Bed Pre-emergent - BroadStar \$ 100.00

APPLICATION	UNIT COST	UNITS	TOTAL COSTS
Appl#1	\$12.50	8	\$100.00
Appl#2	\$12.50	8	\$100.00
Appl#3	\$12.50	8	\$100.00

SUBTOTAL IV B

\$ 300.00

LANDSCAPE BED PLANT FERTILIZATION

C. City of Darien Clock Tower - Cass Ave Plant Bed Maintenance & Turf Fertilization Plainfield Rd - North East Corner	Number of Planting Beds	Est. Total Square Yards
C. Clock Tower		
Cass Ave & Plainfield Rd - North East Corner	1	3000
TOTAL	1	3000
C-1 Turf-Fertilization	1	1500
C-2 Fertilizer Treatment - Mulch Beds	1	1500

Turf-Fertilization

FERTILIZATION DESCRIPTION

COST

APPLICATION #1 MARCH – APRIL Fertilizer application with Crabgrass Pre-emergent 25-0-5 w/0.19% Deminsion Pre-M & Escalade Broadleaf Weed Control	<u>\$ 45.00</u>
APPLICATION #2 APRIL – MAY Fertilizer application 25-0-5 AS with, Escalade Broadleaf Weed Control.	<u>\$ 40.00</u>
APPLICATION #3 MAY – JUNE Fertilizer application 21-0-3 .2 Merit AS with Tri-Power Broadleaf Leaf Weed Control-Includes Grub Preventative	<u>\$ 54.00</u>
APPLICATION #4 JULY – AUGUST Fertilizer application 25-0-5 50% AS with Tri-Power Broadleaf Weed Control	<u>\$ 40.00</u>
APPLICATION #5 SEPTEMBER Fertilizer application with Broadleaf Weed Control. Follow up Grub Control as needed. 25-0-5 50%AS, Tripower, Dylox 6.2G	<u>\$ 45.00</u>
APPLICATION #6 NOVEMBER - DECEMBER Dormant Fertilizer application. 25-0-5 50% AS	<u>\$ 36.00</u>
SUBTOTAL IV C-1	<u>\$ 260.00</u>

C-2 MULCH BEDS

COST

APPLICATION #1

April-First two weeks

Bed Pre-emergent + Fertilizer- Snapshot TG

Granular fert shrub beds-17-0-5 liquid fert - shade trees and ornamentals

\$ 75.00

APPLICATION #2

Bi weekly-15 Applications -Late April to Mid - October

Post Emergent 2 X a month-Razor Pro + Crop Oil

\$ 75.00

APPLICATION #3

Late Fall-Mid November

Bed Pre-emergent-BroadStar

\$ 75.00

SUB TOTAL IV C-2

\$ 225.00

COST

V. TREE FERTILIZATION

Tree Root Feeding for trees

\$ 85.00

SUB TOTAL V

\$ 85.00

VI RIP RAP AREAS

The following areas shall be treated with environmental friendly weed kill within the specified areas. The specified areas contain rip-rap rock for earth stabilization. The application shall be completed in June/July pending weather.

#	Location	Size	Sq. Ft
1	Dorchester/Somerset	39x82	3198
2	79th/Farmingdale Southside	39x82	3198
3	79th/Farmingdale Northside	36x48	1728
4	Farmingdale @ Honey Locust (Westside)	12x32	384
5	Walnut / Farmingdale (Bertha) Southside	16x32; 28x59	2164
6	Walnut / Farmingdale (Bertha) Northside	40x64	2560
7	Elm (Tennis Cts) Southside (x-7318 Elm)	20x22	440
8	Elm (Tennis Cts) Northside (7318 Elm)	16x16	256
9	Southeast Comer Elm / Evans	13x13	169
10	Sunrise / Elm	10x10; 8x13; 20x10; 20x10	604
11	74th Pipe Crossing	10x10; 10x20	300
12	74th (Patio) East	7x14	98
13	74th (Patio) Center	7x14	98
14	74th (Patio) West	7x12	84
15	74th (Patio) Outflow	7x6	42
16	7210 Sunrise	12x13	156
17	106 Janet	17x18	306
18	329 Janet	14x20	280
19	330 Janet	15x19	285
20	7306 Evans	20x20	400
21	X- 7314 Evans	10x18	180
22	6902 Brookbank (on 69th)	11x16	176
23	Crest/Holly	14x18	252
24	68th @ Dale Basin	20x20	400
25	67th @ Dale Basin	14x18	252
26	High Rd @ Dale Basin	20x24	480
27	6727 Clarendon Hills Rd	15x20	300
28	6722 Clarendon Hills Rd	15x20	300
29	6717 Alabama	18x23	414
30	Southside 67th - 200' East of Cass	5x9; 7x9; 8x9	180
31	Behind 7909 Knottingham	18x22	396
32	Behind 7941 Knottingham	8x10	80
33	Westside Oldfield across from Oldfield Oaks Park	12x12	144
34	Eastside Oldfield along Oldfield Oaks Park	8x196	1568
35	Rear Grandview/Drover	25x30	750
36	Hinsbrook Park	8x10	80
	Total		22,702

	<u>COST</u>
APPLICATION #1-Weed Prevention June/July	<u>\$1,700.00</u>
APPLICATION #2 Optional To be determined	<u>\$1,700.00</u>
SUBTOTAL VI - Rip - Rap Areas	<u>\$3,400.00</u>
TOTAL COST SECTION - I & II & III & IV & V & VI for 2022	<u>\$28,629.00</u>

AGENDA MEMO
Municipal Services Committee
December 28, 2021

ISSUE STATEMENT

A **resolution** authorizing the Mayor and City Clerk to execute a contract for the 2022 Landscape Maintenance Services between the City of Darien and Lakewood Paving Company, LLC in an amount not to exceed \$39,629.03 for the following locations:

75th Street Planting Beds
 Clock Tower
 City Hall Complex
 Entrance Way Planting Beds

AND

A **motion** authorizing a contingency with Lakewood Paving Company, LLC in the amount of \$20,000 for replacement of plant materials and plant enhancements for the 2022 Landscape Maintenance Services.

BACKGROUND

Over the last several years the City has added beautification landscape projects that include various types of planting beds. The planting beds require ongoing maintenance to maintain an aesthetically pleasing site throughout town. The locations are identified as follows:

Roadside Rights of Way-75th Street

1. 75th Street and Plainfield Road-East
2. 75th Street and Plainfield Road-West
3. 75th Street and Plainfield Road-Berm
4. 75th Street and Cass Ave-East
5. 75th Street and Cass Ave-West
6. 75th Street and Adams Street-East
7. 75th Street and Adams Street-West
8. 75th Street and Williams Ave-East (Park Ave.)

Roadside Rights of Way-Specified Facilities-City Entrance Signs

1. Plainfield Road Northern Right of Way-West of Route 83
Evergreen trees-planting bed
2. 83rd Street Southern Right of Way-East of Janes Ave
3. 75th Street Southern Right of Way-East of Lemont Road
4. 75th Street Southern Right of Way-West of Route 83
5. Cass Ave-Eastern Right of Way-North of Frontage Road
6. Cass Ave-Western Right of Way-South of 67th Street
7. Lemont Road-Eastern Right of Way-North of I-55
8. 87th Street-Southern Right of Way-East of Woodward

City of Darien-Clock Tower-Cass Ave / Plainfield Road-North East Corner

City of Darien City Hall Complex 1702 Plainfield Road

The landscape maintenance contract calls out for the following:

1. Spring clean-up
2. Weeding and Cultivating on a Weekly basis
3. Mulching
4. Trimming of plant material
5. Plant material replacement
6. Plant material enhancement

Attached and labeled as [Attachment A](#), is the schedule of prices for the various locations. The proposed expenditure would be spent from the following account:

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY 22/23 BUDGET	CONTINGENCY FOR PLANTINGS	PROPOSED EXPENDITURE
01-30-4350	Forestry 75 th Street Planters	\$14,902.48	\$10,000	\$24,902.48
01-30-4350	Forestry Entrance Way Signs	\$ 5,266.51	\$ 6,000	\$11,266.51
01-30-4350	Forestry Clock Tower	\$11,249.20	\$ 1,500	\$12,749.20
01-30-4223	Building Maintenance City Hall Complex	\$ 8,210.84	\$ 2,500	\$10,710.84
	TOTALS	\$39,629.03	\$20,000	\$59,629.03

The bid documents specifically called out for municipal references and Lakewood Paving Company was unable to provide any. City Staff has verified the references provided with satisfactory responses. While the business name implies that the company is in the paving business, they also provide services for landscape and snow plowing services. The staff further reached out to the owner of the company to discuss the level of services that will be required and they have acknowledged they will be able to provide all the services as specified within the bid documents.

STAFF RECOMMENDATION

Staff recommends approval of a contract for the 2022 Landscape Maintenance Services within the 75th Street Right of Ways, Clock Tower and 8 Entrance Way Planting Beds between the City of Darien and Lakewood Paving Company, LLC in an amount not to exceed \$39,629.03

AND

A motion authorizing a contingency in the amount of \$20,000 for replacement of plant materials and plant enhancements.

ALTERNATE CONSIDERATION

As directed by the City Council.

DECISION MODE

This item will be placed on the January 17, 2022, City Council agenda for formal approval.

DARIEN PUBLIC WORKS

1702 PLAINFIELD ROAD

DARIEN, IL 60561

SEALED BID: 2022 Landscape Maintenance Services

OPENING DATE/TIME: December 2, 2021 @ 9:30 a.m.

2022 Landscape Maintenance Services
Roadside ROW Medians & Specified Facilities

	Lakewood Paving Company, LLC	Cox Landscaping LLC
A. 75th Street Median (Section III - AA - A)		
1 - 75th St & Plainfield Rd - East	\$ 2,061.75	\$ 3,962.00
2 - 75th St & Plainfield Rd - West	\$ 2,061.75	\$ 3,962.00
3 - 75th St & Plainfield Rd - Berm	\$ 3,110.71	\$ 5,977.00
4 - 75th St & Cass Ave - East	\$ 976.62	\$ 1,877.00
5 - 75th St & Cass Ave - West	\$ 1,157.47	\$ 2,224.00
6 - 75th St & Adams St - East	\$ 2,061.75	\$ 3,962.00
7 - 75th St & Adams St - West	\$ 2,206.44	\$ 4,240.00
8 - 75th St & Williams Ave - East (Park Ave)	\$ 1,265.99	\$ 2,433.00
SUB - TOTAL - A	\$ 14,902.48	\$ 28,637.00
B. Entrance Way Signs-Specified Facilities (Section III - AA - B)		
1 - Plainfield Rd - Northern ROW - West of Route 83	\$ 376.18	\$ 723.00
Evergreen tree - planting bed	\$ 2,170.26	\$ 4,170.00
2 - 83rd St - Southern ROW - East of Janes Ave	\$ 253.20	\$ 487.00
3 - 75th St - Southern ROW - East of Lemont Rd	\$ 376.18	\$ 723.00
4 - 75th St - Southern ROW - West of Route 83	\$ 376.18	\$ 723.00
5 - Cass Ave - Eastern ROW - North of Frontage Rd	\$ 376.18	\$ 723.00
6 - Cass Ave - Western ROW - South of 67th St	\$ 289.37	\$ 556.00
7 - Lemont Rd - Eastern ROW - North of I-55	\$ 434.05	\$ 834.00
8 - 87th St - Southern ROW East of Woodward	\$ 614.91	\$ 1,182.00
SUB - TOTAL - B	\$ 5,266.51	\$ 10,121.00
C. City of Darien-Clock Tower-Cass Ave Plainfield Rd-North East Corner		
1 - Cass Ave & Plainfield Rd - North East Corner	\$ 11,249.20	\$ 21,615.00
SUB - TOTAL - C	\$ 11,249.20	\$ 21,615.00
D. City of Darien City Hall Complex 1702 Plainfield Rd		
1 - City Hall - 1702 Plainfield Rd	\$ 2,170.27	\$ 4,170.00
2 - Police Department - 1710 Plainfield Rd	\$ 6,040.57	\$ 11,607.00
SUB - TOTAL - D	\$ 8,210.84	\$ 15,777.00
TOTAL(SECTIONS A and B and C and D)	\$ 39,629.03	\$ 76,150.00

bid check

bid bond

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A CONTRACT FOR THE 2022 LANDSCAPE MAINTENANCE SERVICES BETWEEN THE CITY OF DARIEN AND LAKEWOOD PAVING COMPANY, LLC IN AN AMOUNT NOT TO EXCEED \$39,629.03

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, as follows:

SECTION 1: The City Council of the City of Darien does authorize the Mayor and City Clerk to execute a contract for the 2022 Landscape Maintenance Services between the city of Darien and Lakewood Paving Company, LLC in an amount not to exceed \$39,629.03, attached hereto as "**Exhibit A**" and is by this reference expressly incorporated herein.

SECTION 2: This Resolution shall be in full force and effect from and after its passage and approval as provided by law.

PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 17th day of January, 2022.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 17th day of January, 2022.

JOSEPH MARCHESE, MAYOR

ATTEST:

JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

CITY OF DARIEN
LANDSCAPE SERVICES SPECIFICATIONS BID FORM – PAGE 1 OF 2

Bidder, in submitting this proposal, hereby agrees to comply with all provisions and requirements of the specifications and contract documents attached hereto for the prices as specified below. This proposal shall remain in force and full effect for a twelve (12) month period, from May 1, 2022 through April 30, 2023. **All work is based on a minimum of a 4 man crew, NO EXCEPTIONS.**

Planting Bed Maintenance

A. 75th Street (Section III – AA - A)

	Cost
1. 75 th Street and Plainfield Road East	\$ <u>2,061.75</u>
2. 75 th Street and Plainfield Road West	\$ <u>2,061.75</u>
3. 75 th Street and Plainfield Road Berm	\$ <u>3,110.71</u>
4. 75 th Street and Cass Ave-East	\$ <u>976.62</u>
5. 75 th Street and Cass Ave-West	\$ <u>1,157.47</u>
6. 75 th Street and Adams Street-East	\$ <u>2,061.75</u>
7. 75 th Street and Adams Street-West	\$ <u>2,206.44</u>
8. 75 th Street and Williams Ave–East (Park Ave.)	\$ <u>1,265.99</u>
SUB-TOTAL A.	\$ <u>14,902.48</u>

B. Entrance Way Signs-Specified Facilities (Section III - AA - B)

1. Plainfield Road Northern Right of Way-West of Route 83	\$ <u>376.18</u>
- Evergreen trees-planting bed	\$ <u>2,170.26</u>
2. 83 rd Street Southern Right of Way-East of Janes Ave	\$ <u>253.20</u>
3. 75th Street Southern Right of Way-East of Lemont Road	\$ <u>376.18</u>
4. 75th Street Southern Right of Way-West of Route 83	\$ <u>376.18</u>
5. Cass Ave-Eastern Right of Way-North of Frontage Road	\$ <u>376.18</u>
6. Cass Ave-Western Right of Way-South of 67 th Street	\$ <u>289.37</u>
7. Lemont Road-Eastern Right of Way-North of I-55	\$ <u>434.05</u>
8. 87 th Street-Southern Right of Way East of Woodward	\$ <u>614.91</u>
SUB-TOTAL B.	\$ <u>5,266.51</u>

C. City of Darien - Clock Tower-Cass Ave and Plainfield Road-North East Corner

1. Cass Ave and Plainfield Road-North East Corner \$ 11,249.20
SUB-TOTAL C. \$ 11,249.20

D. City of Darien City Hall Complex 1702 Plainfield Road

1. City Hall 1702 Plainfield Road \$ 2,170.27
2. Police Department 1710 Plainfield Road \$ 6,040.57
SUB-TOTAL D. \$ 8,210.84

TOTAL (Sections A and B and C and D) \$ 39,629.03

CITY OF DARIEN
LANDSCAPE SERVICES SPECIFICATIONS BID FORM – PAGE 2 of 2
(CONTRACT EXTENSION (S))

Rates for services listed for 2022/23 contract period will not increase more than 3 % for the **2023/24 optional** contract extension period. At its sole discretion, the City may extend the contract for a one-year term beginning on **May 1, 2023** and concluding **April 30, 2024**.

Rates for services listed for 2022/23 contract period will not increase more than 3 % for the **2024/25 optional** contract extension period. At its sole discretion, the City may extend the contract for a one-year term beginning on **May 1, 2024** and concluding **April 30, 2025**.

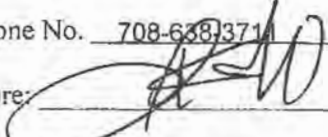
Also as noted in the Additions or Deletions section, the Contractor shall provide a list of hourly manpower and equipment rates used to calculate the proposal prices for this section of the contract. Attach list marked as "Contractor's Exhibit" and write "attached" in the following blank:

Company: Lakewood Paving Company, LLC

Address: 10748 S. Central Ave., Chicago Ridge IL 60415

Email: joe.kopczynski@lakewoodpavingco.com

Telephone No. 708-638-3711 Fax No. _____

Signature: 

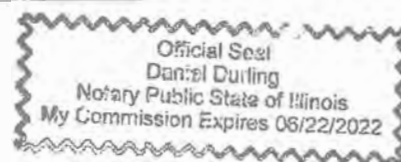
Name and Title: (Please Print) Joseph E. Kopczynski

Date: 11/30/21

Subscribed and sworn before me this 30th day of November, 2021

MY COMMISSION EXPIRES 06/22/2022



NOTARY PUBLIC



CONTRACTOR'S CERTIFICATION - BID PROPOSAL

Lakewood Paving Company, LLC, as part of its bid on a
(Name of Contractor)


contract for Landscape Services to The City of Darien, Illinois, hereby certifies that said contractor is not barred from bidding on the aforementioned contract as a result of a violation of either 720 ILCS 5/33E-3 or 5/33E-4.

By: 
Authorized Agent of Contractor

SUBSCRIBED AND SWORN BEFORE ME

This 30th day of
November, 2021.

MY COMMISSION EXPIRES:

06/22/2022

NOTARY PUBLIC



CONTRACT – Page One of Two

1. This agreement, made and entered into this _____ day of _____ 20_____, between the CITY OF DARIEN, acting by and through its Mayor and City Council and _____
2. That for and in consideration of the payments and agreements mentioned in the Specifications and Contract Document attached hereto, _____ agrees with the CITY OF DARIEN at his/her own proper cost and expense to furnish the equipment, material, labor, supplies and/or services as provided therein in full compliance with all of the terms of such specifications and contract documents attached hereto.
3. It is understood and agreed that the specifications and contract documents hereto attached, prepared by the CITY OF DARIEN, are all essential documents of this contract and are a part hereof.
4. In witness whereof, the said parties have executed these presents on the date above mentioned.

Attest: _____ The _____ of _____
 By: _____ City Clerk By: _____ Mayor
 (Seal)

IF A CORPORATION

CORPORATE NAME

Attest: _____
 By: _____ Secretary By: _____ President

SUBSCRIBED AND SWORN BEFORE ME

This _____ day of _____, 20_____.

MY COMMISSION EXPIRES: _____

NOTARY PUBLIC

CONTRACT - Page Two of Two

IF A PARTNERSHIP

(Seal) _____

(Seal) _____

(Seal) _____

(Seal) _____

PARTNERS DOING BUSINESS UNDER THE NAME OF

SUBSCRIBED AND SWORN BEFORE ME

This _____ day of _____, 20_____.

MY COMMISSION EXPIRES: _____

NOTARY PUBLIC

IF AN INDIVIDUAL

_____ (Seal)

SUBSCRIBED AND SWORN BEFORE ME

This _____ day of _____, 20_____.

MY COMMISSION EXPIRES: _____

NOTARY PUBLIC

AGENDA MEMO
Municipal Services Committee
December 28, 2021

ISSUE STATEMENT

A [resolution](#) accepting a proposal from Ziebell Water Service Products, Inc. for Waterous Pacer fire hydrant repair parts as required for a period of May 1, 2022 through April 30, 2023.

BACKGROUND

During the year, the department requires the use of manufacturer-specified fire hydrant repair parts for fire hydrant repairs.

On November 10, 2021 staff received competitive quotes for the various fire hydrant repair items, and staff received two (2) competitive quotes. See [Attachment A](#). The request stipulated that pricing be held in place through April 30, 2022. The request for quotes included two optional extensions for 2023 and 2024.

The expenditure would come from the Water System Maintenance Account. The total estimated costs for the specified Waterous Pacer fire hydrant repair parts would not exceed \$8,000.

STAFF RECOMMENDATION

Staff recommends approving the resolution.

ALTERNATE CONSIDERATION

As directed by the Committee.

DECISION MODE

This item will be placed on the January 17, 2022 City Council agenda formal approval.

City of Darien - Waterous Pacer Fire Hydrant Parts Quote

Hydrant Part Number	Hydrant Part Name	2022 Underground Pipe & Valve, Co.	2022 EJ USA, Inc.	2022 Ziebell Water Service Products	2022 Core & Main
3	O-Ring(Lower Valve Seat) 5-5/8x5-7/8	no bid	no bid	\$ 8.00	\$ 9.00
6A	Hex hd bolt 5/8-11 x 3-3/4 in.	no bid	no bid	\$ 8.00	\$ 9.00
6B	Hex hd bolt 5/8-11 x 3 in.	no bid	no bid	\$ 8.00	\$ 9.00
6C	Hex Nut 5/8-11 (Below Grade)	no bid	no bid	\$ 3.00	\$ 3.50
6C	Hex Nut 5/8-11 (Above Grade)	no bid	no bid	\$ 3.00	\$ 3.50
7	Drain Plunger	no bid	no bid	\$ 20.00	\$ 21.50
10	Nozzle Cap, hose or pumper	no bid	no bid	\$ 116.00	\$ 125.00
11	Cap gasket, hose or pumper	no bid	no bid	\$ 8.00	\$ 9.00
12	Nozzle, hose or pumper	no bid	no bid	\$ 392.00	\$ 421.50
16	Flat hd screw, 1/4-20 x 1/2 in.	no bid	no bid	\$ 3.00	\$ 3.50
17A	Lower Operating Nut	no bid	no bid	\$ 44.00	\$ 47.50
17B	Upper Operating Nut	no bid	no bid	\$ 80.00	\$ 83.00
25	Rod Bushing	no bid	no bid	\$ 6.50	\$ 6.50
29	Lower Standpipe	no bid	no bid	\$ 1,209.00	\$ 471.50
30	Crossarm	no bid	no bid	\$ 83.00	\$ 83.00
31	Valve Seat	no bid	no bid	\$ 245.00	\$ 6.50
34	Upper Valve Washer	no bid	no bid	\$ 85.00	\$ 471.50
35	Main Valve Rubber	no bid	no bid	\$ 80.00	\$ 91.50
36	Lower Valve Washer	no bid	no bid	\$ 45.00	\$ 263.50
37	Hydrant Bottom	no bid	no bid	\$ 700.00	\$ 775.50
40	Upper Standpipe	no bid	no bid	\$ 392.00	\$ 421.50
56	Support Wheel	no bid	no bid	\$ 85.00	\$ 91.50
57	O-Ring (Operating Nut) 1-1/2 x 1-3/4	no bid	no bid	\$ 3.00	\$ 3.50
59	O-Ring (Support Wheel) 1-1/8 x 1-3/8	no bid	no bid	\$ 3.00	\$ 3.50
60	Nozzle Section	no bid	no bid	\$ 672.00	\$ 722.50
61	Bury Depth Plate	no bid	no bid	\$ 8.00	\$ 9.00
61	Bury Depth Plate Washer	no bid	no bid	\$ 8.00	\$ 9.00
62B	Upper Standpipe Flange	no bid	no bid	\$ 74.00	\$ 93.50
63	Standpipe Flange	no bid	no bid	\$ 60.00	\$ 64.50
64	Flange Lock Ring	no bid	no bid	\$ 10.00	\$ 11.00
67	Coupling Sleeve (two halves)	no bid	no bid	\$ 16.00	\$ 16.50
71	Upper Rod	no bid	no bid	\$ 194.00	\$ 208.50
72	Lower Rod	no bid	no bid	\$ 368.00	\$ 396.00
77	O-Ring (Upper Valve Seat) 5-7/8x6-1/8	no bid	no bid	\$ 12.00	\$ 13.00
81	Groove Pin 3/32x7/16 in.	no bid	no bid	\$ 3.00	\$ 3.50
82	O-Ring (Upper Tube Seal) 2-3/8x2-5/8	no bid	no bid	\$ 3.00	\$ 3.50
83	O-Ring (Lower Tube Seal) 1-7/8x2-1/8	no bid	no bid	\$ 3.00	\$ 3.50
84	Support Wheel/lower standpipe gasket	no bid	no bid	\$ 3.00	\$ 3.50
85	Support tube	no bid	no bid	\$ 45.00	\$ 48.50
86	Stop Nut 1"-8	no bid	no bid	\$ 8.00	\$ 9.00
87	Coupling Nut 1/2-20	no bid	no bid	\$ 5.00	\$ 5.50
88	Coupling Stud 1/20-2-9/16 in.	no bid	no bid	\$ 11.00	\$ 12.00
89	Nozzle Section bushing	no bid	no bid	\$ 35.00	\$ 38.00
90	Thrust Ring	no bid	no bid	\$ 8.00	\$ 9.00
92	Upper Standpipe gasket	no bid	no bid	\$ 12.00	\$ 13.00
99	Pipe Plug 1/4 NPT	no bid	no bid	\$ 3.00	\$ 3.50
113	Breakable Flange	no bid	no bid	\$ 65.00	\$ 70.00
116	O-Ring (pumper nozzle) 5-1/4x5-3/4	no bid	no bid	\$ 12.00	\$ 13.00
117	Pumper Nozzle retainer	no bid	no bid	\$ 36.00	\$ 39.00
118	O-Ring (hose nozzle) 3-1/4x3-5/8	no bid	no bid	\$ 11.00	\$ 12.00
119	Hose Nozzle retainer	no bid	no bid	\$ 26.00	\$ 28.00
173	Valve Seat Insert	no bid	no bid	\$ 399.00	\$ 429.00
174	Valve Seat Insert Gasket	no bid	no bid	\$ 5.00	\$ 5.50
176	Stud 5/8-11x5.650 in.	no bid	no bid	\$ 22.00	\$ 24.00
180	Kick-out Ring	no bid	no bid	\$ 6.00	\$ 6.50
	TOTAL	\$ -		\$ 5,772.50	\$ 5,757.50
	TOTAL with NO BIDS			\$ 4,318.50	\$ 5,279.50
					removed part #29 & #31

RESOLUTION NO. _____

A RESOLUTION ACCEPTING A PROPOSAL FROM ZIEBELL WATER SERVICE PRODUCTS, INC. FOR THE WATEROUS PACER FIRE HYDRANT REPAIR PARTS AT THE PROPOSED UNIT PRICES AS REQUIRED FOR A PERIOD OF MAY 1, 2022 THROUGH APRIL 30, 2023

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, as follows:

SECTION 1: The City Council of the City of Darien does hereby accept a proposal from Ziebell Water Service Products, Inc. for Waterous Pacer Fire Hydrant repair parts as required for a period of May 1, 2022 through April 30, 2023, attached hereto as “**Exhibit A**” and is by this reference expressly incorporated herein.

SECTION 2: This Resolution shall be in full force and effect from and after its passage and approval as provided by law.

PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 17th day of January, 2022.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 17th day of January, 2022.

JOSEPH MARCHESE, MAYOR

ATTEST:

JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY



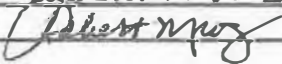
City of Darien - Waterous Pacer Fire Hydrant Parts Quote

Hydrant Part Number	Hydrant Part Name	2022 -2023 Quoted Price (Each)	2023 - 2024 Quoted Price (Each)	2024 - 2025 Quoted Price (Each)
3	O-Ring(Lower Valve Seat) 5-5/8x5-7/8	8.00	No Bid	No Bid
6A	Hex hd bolt 5/8-11 x 3-3/4 in.	8.00		
6B	Hex hd bolt 5/8-11 x 3 in.	8.00		
6C	Hex Nut 5/8-11 (Below Grade)	3.00		
6C	Hex Nut 5/8-11 (Above Grade)	3.00		
7	Drain Plunger	20.-		
10	Nozzle Cap, hose or pumper	116.- / 200.-		
11	Cap gasket, hose or pumper	8.- / 11.-		
12	Nozzle, hose or pumper	138.- / 392.-		
16	Flat hd screw, 1/4-20 x 1/2 in.	3.-		
17A	Lower Operating Nut	44.-		
17B	Upper Operating Nut	80.-		
25	Rod Bushing	No Bid		
29	Lower Standpipe	1202.-		
30	Crossarm	85.-		
31	Valve Seat	245.-		
34	Upper Valve Washer	85.-		
35	Main Valve Rubber	80.-		
36	Lower Valve Washer	45.-		
37	Hydrant Bottom	700.-		
40	Upper Standpipe	392.-		
56	Support Wheel	85.-		
57	O-Ring (Operating Nut) 1-1/2 x 1-3/4	3.-		
59	O-Ring (Support Wheel) 1-1/8 x 1-3/8	3.-		
60	Nozzle Section	672.-		
61	Bury Depth Plate	8.-		
61	Bury Depth Plate Washer	8.-		
62B	Upper Standpipe Flange	N/A		
63	Standpipe Flange	60.-		
64	Flange Lock Ring	10.-		
67	Coupling Sleeve (two halves)	30.-		
71	Upper Rod	194.-		
72	Lower Rod	368.-		
77	O-Ring (Upper Valve Seat) 5-7/8x6-1/8	12.-		
81	Groove Pin 3/32x7/16 in.	3.-		
82	O-Ring (Upper Tube Seal) 2-3/8x2-5/8	3.-		
83	O-Ring (Lower Tube Seal) 1-7/8x2-1/8	3.-		
84	Support Wheel/lower standpipe gasket	3.-		
85	Support tube	45.-		
86	Stop Nut 1"-8	8.-		
87	Coupling Nut 1/2-20	5.-		
88	Coupling Stud 1/20-2-9/16 in.	11.-	V	V

* 5-1/4" Main Valve Opening

** Upper and Lower Rods should be for Typical 6' Bury Depth

City of Darien - Waterous Pacer Fire Hydrant Parts Quote

Hydrant Part Number	Hydrant Part Name	2022 -2023 Quoted Price (Each)	2023 - 2024 Quoted Price (Each)	2024 - 2025 Quoted Price (Each)
89	Nozzle Section bushing	52.-	No Bid	No Bid
90	Thrust Ring	8.-		
92	Upper Standpipe gasket	12.-		
99	Pipe Plug 1/4 NPT	3.-		
113	Breakable Flange	65.-		
116	O-Ring (pumper nozzle) 5-1/4x5-3/4	12.-		
117	Pumper Nozzle retainer	36.-		
118	O-Ring (hose nozzle) 3-1/4x3-5/8	11.-		
119	Hose Nozzle retainer	26.-		
173	Valve Seat Insert	399.-		
174	Valve Seat Insert Gasket	5.-		
176	Stud 5/8-11x5.650 in.	22.-		
180	Kick-out Ring	6.-	✓	✓
Company Name:		Ziebell Water Service Products		
Address:		2001 PRATT ELK GROVE VILLAGE 60007		
Submitted By-Print name		ROBERT MROZ		
Date:		11-09-2021		
Office Telephone Number:		847-364-0670		
Mobile Telephone Number:		847-417-3374		
Fax Number:		847-364-4768		
E-mail address:		ROBERT.MROZ@COMCAST.NET		
Authorized Signature				

* 5-1/4" Main Valve Opening

** Upper and Lower Rods should be for Typical 6' Bury Depth

11-18-21
 Corrected
 Robert Hroz
 Ziebell
 Robert Hroz

City of Darien - Waterous Pacer Fire Hydrant Parts Quote

Hydrant Part Number	Hydrant Part Name	2022 Underground Pipe & Valve, Co.	2022 E.I USA, Inc.	2022 Ziebell Water Service Products	2022 Core & Main
3	O-Ring(Lower Valve Seat) 5-5/8x5-7/8	no bid	no bid	\$ 8.00	\$ 9.00
6A	Hex hd bolt 5/8-11 x 3-3/4 in.	no bid	no bid	\$ 8.00	\$ 9.00
6B	Hex hd bolt 5/8-11 x 3 in.	no bid	no bid	\$ 8.00	\$ 9.00
6C	Hex Nut 5/8-11 (Below Grade)	no bid	no bid	\$ 3.00	\$ 3.50
6C	Hex Nut 5/8-11 (Above Grade)	no bid	no bid	\$ 3.00	\$ 3.50
7	Drain Plunger	no bid	no bid	\$ 20.00	\$ 21.50
10	Nozzle Cap, hose or pumper	no bid	no bid	\$ 116.00	\$ 125.00
11	Cap gasket, hose or pumper	no bid	no bid	\$ 8.00	\$ 9.00
12	Nozzle, hose or pumper	no bid	no bid	\$ 392.00	\$ 421.50
16	Flat hd screw, 1/4-20 x 1/2 in	no bid	no bid	\$ 3.00	\$ 3.50
17A	Lower Operating Nut	no bid	no bid	\$ 44.00	\$ 47.50
17B	Upper Operating Nut	no bid	no bid	\$ 80.00	\$ 83.00
25	Rod Bushing	no bid	no bid	no bid 6.50	\$ 8.50
29	Lower Standpipe	no bid	no bid	\$ 6FT. 1,209.00	\$ 3FT. (471.50) <i>wrong</i>
30	Crossarm	no bid	no bid	\$ 89.00 85.00	\$ 83.00
31	Valve Seat	no bid	no bid	\$ 245.00	\$ 6.50 <i>wrong</i>
34	Upper Valve Washer	no bid	no bid	\$ 85.00	\$ 471.50
35	Main Valve Rubber	no bid	no bid	\$ 80.00	\$ 91.50
36	Lower Valve Washer	no bid	no bid	\$ 45.00	\$ 263.50
37	Hydrant Bottom	no bid	no bid	\$ 700.00	\$ 775.50
40	Upper Standpipe	no bid	no bid	\$ 392.00	\$ 421.50
56	Support Wheel	no bid	no bid	\$ 85.00	\$ 91.50
57	O-Ring (Operating Nut) 1-1/2 x 1-3/4	no bid	no bid	\$ 3.00	\$ 3.50
59	O-Ring (Support Wheel) 1-1/8 x 1-3/8	no bid	no bid	\$ 3.00	\$ 3.50
60	Nozzle Section	no bid	no bid	\$ 672.00	\$ 722.50
61	Bury Depth Plate	no bid	no bid	\$ 8.00	\$ 9.00
61	Bury Depth Plate Washer	no bid	no bid	\$ 8.00	\$ 9.00
62B	Upper Standpipe Flange	no bid	no bid	sub 74.25	\$ 93.50
63	Standpipe Flange	no bid	no bid	\$ 60.00	\$ 64.50
64	Flange Lock Ring	no bid	no bid	\$ 10.00	\$ 11.00
67	Coupling Sleeve (two halves)	no bid	no bid	\$ 16.00 20.00	\$ 16.50
71	Upper Rod	no bid	no bid	\$ 194.00	\$ 208.50
72	Lower Rod	no bid	no bid	\$ 368.00	\$ 396.00
77	O-Ring (Upper Valve Seat) 5-7/8x6-1/8	no bid	no bid	\$ 12.00	\$ 13.00
81	Groove Pin 3/32x7/16 in.	no bid	no bid	\$ 3.00	\$ 3.50
82	O-Ring (Upper Tube Seal) 2-3/8x2-5/8	no bid	no bid	\$ 3.00	\$ 3.50
83	O-Ring (Lower Tube Seal) 1-7/8x2-1/8	no bid	no bid	\$ 3.00	\$ 3.50
84	Support Wheel/lower standpipe gasket	no bid	no bid	\$ 3.00	\$ 3.50
85	Support tube	no bid	no bid	\$ 45.00	\$ 48.50
86	Stop Nut 1"-8	no bid	no bid	\$ 8.00	\$ 9.00
87	Coupling Nut 1/2-20	no bid	no bid	\$ 5.00	\$ 5.50
88	Coupling Stud 1/20-2-9/16 in.	no bid	no bid	\$ 11.00	\$ 12.00
89	Nozzle Section bushing	no bid	no bid	\$ 35.00 57.00	\$ 38.00
90	Thrust Ring	no bid	no bid	\$ 8.00	\$ 9.00
92	Upper Standpipe gasket	no bid	no bid	\$ 12.00	\$ 13.00
99	Pipe Plug 1/4 NPT	no bid	no bid	\$ 3.00	\$ 3.50
113	Breakable Flange	no bid	no bid	\$ 65.00	\$ 70.00
116	O-Ring (pumper nozzle) 5-1/4x5-3/4	no bid	no bid	\$ 12.00	\$ 13.00
117	Pumper Nozzle retainer	no bid	no bid	\$ 36.00	\$ 39.00
118	O-Ring (hose nozzle) 3-1/4x3-5/8	no bid	no bid	\$ 11.00	\$ 12.00
119	Hose Nozzle retainer	no bid	no bid	\$ 26.00	\$ 28.00
123	Valve Seat Insert	no bid	no bid	\$ 399.00	\$ 429.00
174	Valve Seat Insert Gasket	no bid	no bid	\$ 5.00	\$ 5.50
176	Stud 5/8-11 x 5.650 in.	no bid	no bid	\$ 22.00	\$ 24.00
180	Kick-out Ring	no bid	no bid	\$ 6.00	\$ 6.50
	TOTAL	\$ -		\$ 5,730.00	\$ 5,757.50
	TOTAL with NO BIDS				\$ 5,657.50

AGENDA MEMO
Municipal Services Committee
December 28, 2021

ISSUE STATEMENT

Approval of a [resolution](#) authorizing the Mayor to enter into an intergovernmental agreement with the County of DuPage for meter reading, billing and transition to the Automated Meter Reading (AMR) technology.

BACKGROUND

DuPage County currently reads meters for their sewer system and uses these readings to do the water billing for the City of Darien. The original IGA was approved in December of 2010 and the City has been working with the County as part of a joint bid for the removal and replacement of the City's meters along with an Automated Meter Reading System (AMR). The meter replacement will be presented under a separate agenda memo. The cost for the County to read and bill Darien's water customers is \$162,837 and is based on the County reading 9076 city meters every 2 months. Attached and labeled as [Attachment A](#), is a spreadsheet for the cost summary.

The IGA also includes costs for the AMR system that is to be implemented by 2025. The unit costs for reading are reduced while the billing costs remain the same. The additional cost that will be implemented with the AMR system will be the following for interfacing and licensing:

*Regional Network Interface (RNI)

*Sensus Analytics Software-(SaaS)

In summary, beginning in 2025-2029, years 1-4, are slightly decreased and increased annually thereafter, years 5-10, see [Attachment B](#) for a cost summary under Automated Meter Reading Summary.

*These items will be part of the AMR System.

The second component of the IGA is the transition to the AMR system. Throughout the last several years the City has been working jointly with DuPage County, Village of Woodridge and Lisle to implement the AMR foundation. Automatic meter reading (AMR) is the technology of automatically collecting consumption, diagnostic, and status data from water meters or energy metering devices (gas, electric) and transferring that data to a central database for billing, troubleshooting, and analyzing. Since the City does not read or bill for metering services and the County requires readings for sewer usage it was agreed that the County would install all the infrastructure related to the AMR System at their cost. These items include:

Antennas that would be placed in water towers throughout town

Database collection hardware

Software includes Regional Network Interface (RNI)
 Sensus Analytics Software-(SaaS)
 Billing Software for AMR Technology

Benefits of the Automated Meter Reading Implementation:

The main goal is to improve customer service and increase meter reading meter efficiency, the County, along with partner municipalities such as the City, is pursuing the implementation of a fixed network AMI system, water meter replacement, and water meter retrofit program. Project benefits are:

- 1) Improved Customer Service: Transitioning to AMI will reduce the volume of estimated bills, and help the Public Works Department and partner municipalities provide customers with proactive leak notifications, consumption alerts, and better usage data in near real-time.
- 2) Improved Conservation Opportunities: Hourly interval data from water meters, and analytical software, will proactively identify leaks reducing water waste and risk of catastrophic damage.
- 3) Improved Safety for Staff and Customers: Transitioning to AMI will reduce safety risks that meter readers encounter in the field and reduce customer concerns of staff entering property.
- 4) Accuracy and Equity: An added benefit will be the replacement of older meters. Water meters and their registers often lose accuracy as they age. Revenue loss from consumption not measured results in higher rates for other customers.

STAFF RECOMMENDATION

The Staff recommends the approval of a resolution authorizing the Mayor to enter into an intergovernmental agreement with the County of DuPage for meter reading, billing and transition to the Automated Meter Reading (AMR) technology.

ALTERNATE CONSIDERATION

No alternate consideration.

DECISION MODE

This item will be placed on the January 17, 2022 City Council agenda for formal consideration.

CITY OF DARIEN/DUPAGE COUNTY METER REMOVAL AND REPLACEMENT PROGRAM-INTERGOVERNMENTAL AGREEMENT EFFECTIVE 2022

DESCRIPTION	QUANTITY	UNIT COST	BI-MONTHLY COST	ANNUAL COST
METER READING IGA SECTION 9.1.1				
DARIEN RESIDENTS	6,593	\$ 0.97	\$ 6,395.21	\$ 38,371.26
SERF SYTEM DARIEN RESIDENTS	1,240	\$ 0.97	\$ 1,202.80	\$ 7,216.80
UNINCORPORATED	926	\$ 0.97	\$ 898.22	\$ 5,389.32
METER READING IGA SECTION 9.1.2				
DARIEN RESIDENTS-NOT SERVED BY DPC SEWER	276	\$ 1.93	\$ 532.68	\$ 3,196.08
SERF SYTEM DARIEN RESIDENTS-NOT SERVED BY DPC SEWER	32	\$ 1.93	\$ 61.76	\$ 370.56
UNINCORPORATED-NOT SERVED BY DPC SEWER	9	\$ 1.93	\$ 17.37	\$ 104.22
	9,076			
METER BILLING IGA SECTION 9.1.3				
DARIEN RESIDENTS	6,593	\$ 1.92	\$ 12,658.56	\$ 75,951.36
SERF SYTEM DARIEN RESIDENTS	1,240	\$ 1.92	\$ 2,380.80	\$ 14,284.80
UNINCORPORATED	926	\$ 1.92	\$ 1,777.92	\$ 10,667.52
METER READING BILLING IGA SECTION 9.1.4				
DARIEN RESIDENTS-NOT SERVED BY DPC SEWER	276	\$ 3.83	\$ 1,057.08	\$ 6,342.48
SERF SYTEM DARIEN RESIDENTS-NOT SERVED BY DPC SEWER	32	\$ 3.83	\$ 122.56	\$ 735.36
UNINCORPORATED-NOT SERVED BY DPC SEWER	9	\$ 3.83	\$ 34.47	\$ 206.82
ANNUAL COST FOR METERREADING AND BILLING				\$ 162,836.58

AUTOMATED METER READING SYSTEM SUMMARY-EFFECTIVE 2025

		UNIT COST	BI-MONTHLY COST	ANNUAL COST
METER READING IGA SECTION 9.7				
DARIEN RESIDENTS	6,593	\$ 0.50	\$ 3,296.50	\$ 19,779.00
SERF SYTEM DARIEN RESIDENTS	1,240	\$ 0.50	\$ 620.00	\$ 3,720.00
UNINCORPORATED	926	\$ 0.50	\$ 463.00	\$ 2,778.00
METER READING IGA SECTION 9.7				
DARIEN RESIDENTS-NOT SERVED BY DPC SEWER	276	\$ 0.50	\$ 138.00	\$ 828.00
SERF SYTEM DARIEN RESIDENTS-NOT SERVED BY DPC SEWER	32	\$ 0.50	\$ 16.00	\$ 96.00
UNINCORPORATED-NOT SERVED BY DPC SEWER	9	\$ 0.50	\$ 4.50	\$ 27.00
METER BILLING IGA SECTION 9.1.3				
DARIEN RESIDENTS	6,593	\$ 1.92	\$ 12,658.56	\$ 75,951.36
SERF SYTEM DARIEN RESIDENTS	1,240	\$ 1.92	\$ 2,380.80	\$ 14,284.80
UNINCORPORATED	926	\$ 1.92	\$ 1,777.92	\$ 10,667.52
METER READING BILLING IGA SECTION 9.1.4				
DARIEN RESIDENTS-NOT SERVED BY DPC SEWER	276	\$ 3.83	\$ 1,057.08	\$ 6,342.48
SERF SYTEM DARIEN RESIDENTS-NOT SERVED BY DPC SEWER	32	\$ 3.83	\$ 122.56	\$ 735.36
UNINCORPORATED-NOT SERVED BY DPC SEWER	9	\$ 3.83	\$ 34.47	\$ 206.82
ANNUAL COST FOR METERREADING AND BILLING				\$ 135,416.34
2025 FORECAST SUMARRY COST				
ANNUAL COSTS RELATED TO AUTOMATED METER READING SYSTEM				
ANNUAL LICENSING FOR AUTOMATED METER RERADING SYSTEM 9.1.6	RNI	Sensus Analytics	Totals	
Year 1	11,874.00	13,690.00	25,564.00	
Year 2	12,116.00	13,969.00	26,085.00	
Year 3	12,363.00	14,254.00	26,617.00	
Year 4	12,615.00	14,545.00	27,160.00	
Year 5	12,872.00	14,848.00	27,720.00	
Year 6	13,129.00	15,145.00	28,274.00	
Year 7	13,392.00	15,448.00	28,840.00	
Year 8	13,660.00	15,757.00	29,417.00	
Year 9	13,933.00	16,072.00	30,005.00	
Year 10	14,212.00	16,393.00	30,605.00	

Total Annual Costs	Dupage County	RNI	Sensus Analytics	Annual City Expense 2025
Year 1	\$ 135,416.34	11,874.00	13,690.00	\$ 160,980.34
Year 2	\$ 135,416.34	12,116.00	13,969.00	\$ 161,501.34
Year 3	\$ 135,416.34	12,363.00	14,254.00	\$ 162,033.34
Year 4	\$ 135,416.34	12,615.00	14,545.00	\$ 162,576.34
Year 5	\$ 135,416.34	12,872.00	14,848.00	\$ 163,136.34
Year 6	\$ 135,416.34	13,129.00	15,145.00	\$ 163,690.34
Year 7	\$ 135,416.34	13,392.00	15,448.00	\$ 164,256.34
Year 8	\$ 135,416.34	13,660.00	15,757.00	\$ 164,833.34
Year 9	\$ 135,416.34	13,933.00	16,072.00	\$ 165,421.34
Year 10	\$ 135,416.34	14,212.00	16,393.00	\$ 166,021.34

City of Darien

Water Accounts by Classification

Count of Account #	Classification				
UserType	City	Serf	Uninc	Municipal	Grand Total
Commercial - Admin	195	56	4		255
Commercial - No Admin	2				2
Govt or Park Dist- Admin	12			4	16
Industrial - Admin		9			9
Institute or School - Admin	29	3	2		34
Residential - MF- Admin	428	416	20		864
Residential - SF- Admin	6187	788	921		7896
Grand Total	6853	1272	947	4	9076

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN
INTERGOVERNMENTAL AGREEMENT WITH THE COUNTY OF DUPAGE FOR
METER READING, BILLING AND TRANSITION TO THE AUTOMATED METER
READING (AMR) TECHNOLOGY**

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU
PAGE COUNTY, ILLINOIS, as follows:**

SECTION 1: The City Council of the City of Darien hereby authorizes the Mayor to enter an intergovernmental agreement with the County of DuPage for meter reading, billing and transition to the Automated Meter Reading (AMR) technology, a copy of which is attached hereto as “**Exhibit Z**” and is by this reference expressly incorporated herein.

SECTION 2: This Resolution shall be in full force and effect from and after its passage and approval as provided by law.

**PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE
COUNTY, ILLINOIS, this 17th day of January 2022.**

AYES: _____

NAYS: _____

ABSENT: _____

**APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY,
ILLINOIS, this 17th day of January, 2022.**

JOSEPH MARCHESE, MAYOR

ATTEST:

JOANNE RAGONA, CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE
CITY OF DARIEN AND THE COUNTY OF DUPAGE, ILLINOIS
FOR REPORTING AND METER READING**

THIS INTERGOVERNMENTAL AGREEMENT is entered into this _____ day of _____, 2022 between the City of Darien, a municipal corporation, (hereinafter referred to as “CITY”), with offices located at 1702 Plainfield Road, Darien, Illinois 60561, and the County of DuPage, Illinois, a body politic and corporate, (hereinafter referred to as the “COUNTY”) with offices located at 421 N. County Farm Road, Wheaton, Illinois 60187.

RECITALS

WHEREAS, the CITY and the COUNTY are public agencies within the meaning of Illinois Intergovernmental Corporation Act, 5 ILCS 220/1 *et seq.*; and

WHEREAS, Article VII, Section 10, of the 1970 Constitution of the State of Illinois encourages and provides for units of local government to contract and otherwise associate with the State to exercise, combine or transfer any power or function; and

WHEREAS, the purpose of the Intergovernmental Cooperation Act and Article 7, Section 10 of the 1970 Constitution of the State of Illinois include fostering cooperation among units of local government in planning and providing services to their citizens; and

WHEREAS, the CITY furnishes water to customers in its community, in accord with the authority granted to it by the Illinois General Assembly, and accordingly must arrange for regular readings of the water meters at the customers’ premises; and

WHEREAS, similarly, the COUNTY operates a waterworks system and furnishes water to customers in its services areas, in accord with the authority granted to it by the Illinois General Assembly, and accordingly must also arrange for regular readings of the water meters at its customers’ premises; and

WHEREAS, the COUNTY presently conducts bi-monthly water readings at the premises of customers on the COUNTY and CITY water systems; and

WHEREAS, the COUNTY presently processes bills for both the COUNTY’S sewer and water utility and the CITY’S water utility and;

WHEREAS, the CITY and COUNTY desire for the COUNTY to read the CITY’S water meters, and to bill CITY’S WATER customers; and

WHEREAS, the CITY and COUNTY desire to partner in the implementation of a fixed-base, Advanced Metering Infrastructure System (AMI) in order to: 1) Eliminate manual water reads; 2) Reduce non-revenue water due to meter inaccuracies and enable

more timely identification of leaks; 3) Reduce cost to obtains reads; and 4) Improve customer service by receiving daily consumption reads to more advanced data analysis; and

WHEREAS, it is necessary that meter-reading and billing services be provided subject to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the premises and mutual covenants contained herein, and in the spirit of intergovernmental cooperation, the COUNTY and the CITY agree as follows:

1.0 GENERAL TERMS

1.1 The foregoing recitals are incorporated herein by reference as though fully set forth.

1.2 The following definitions shall apply:

1.2.1 “Bailey Road Master Meter” shall refer to the COUNTY’S flow control vault , an interconnection point between the existing CITY Municipal Water System and the SERWF system, that measures the water usage distributed to the DuPage SERWF and Darien SERWF system

1.2.2 “Billing Cycle” shall refer to the approximate sixty (60) day period in between the odd months of the year; utility bills are generated by the COUNTY in January, March, May, July, September and November. There are six (6) billing cycles each year.

1.2.3 “Darien SERWF System” shall refer to the portion of the DuPage SERWF system that was assigned to CITY in the 2007 Intergovernmental Agreement providing for the assignment of part of the DuPage Southeast Regional Water Facility System (SERWF) to CITY

1.2.4 “DuPage SERWF” shall refer to the COUNTY’S Southeast Regional Water Facility and the related water distribution system.

1.2.5 First (1st) Reminder Notice – Notice sent to customers that have a balance greater than Fifty Dollars (\$50.00) remaining due after the initial due date

1.2.6 Second (2nd) Reminder Notice – Notice sent to customers that have a balance greater than Fifty Dollars (\$50.00) remaining due after the due date of the First (1st) Reminder Notice

1.2.7 “Inside Reading” shall mean any manual meter reading, or attempted meter reading, other than an Outside Reading.

1.2.8 “Outside Reading” shall mean a meter reading, or attempted meter reading, made from a device that is capable of displaying and, or, transmitting a meter reading, located outside a structure or enclosure, and which is readily accessible to the COUNTY meter readers without the need for keys, special permission or assistance to enter.

2.0 METER READING, PRIOR TO IMPLEMENTATION OF AMI SYSTEM

- 2.1 During each billing cycle, the COUNTY shall read each CITY customer meter account
- 2.2 The COUNTY shall have the right to read CITY water meters at reasonable hours by properly authorized employees, or contractors, of the COUNTY (collectively “COUNTY employees.”). COUNTY employees reading CITY water meters shall be dressed in uniform and shall carry and display suitable identification.
- 2.3 The COUNTY meter readers shall make the same reasonable efforts to obtain CITY water meter readings as they make to obtain COUNTY water meter readings.
- 2.4 The CITY shall install, or require to be installed, meters, with touch read, in all new construction that are compatible with Sensus meter reading equipment. Further, whenever the CITY replaces, or is required to replace, existing meters, the CITY shall use a meter with touch read compatible with Sensus meter reading equipment as the replacement meter. All touch read mechanisms will read in thousands (4 digits), no exceptions. When the CITY replaces a remote that includes an address label on back of the remote, the CITY will add address label to the new remote. CITY will use a paint pen, white out or adhesive label to mark new remote.
- 2.5 CITY shall identify for the COUNTY all water meter remote locations. CITY shall install all water meter remotes a minimum of two feet (2’) off the ground and free from any obstructions. The CITY shall correct all existing water meter remotes which do not conform to the standards established by this provision within sixty (60) days of being notified by the COUNTY of the meters that are not in compliance. Until such time that the meter is made compliant by the CITY, the COUNTY shall estimate the customer’s usage for billing purposes.

- 2.6 For any meter that cannot be installed free from any obstructions, CITY will purchase and install a radio read device compatible with Sensus meter reading equipment. CITY will communicate all radio read device installations to COUNTY within two (2) days of installation, so that COUNTY can program equipment to read the radio device.
 - 2.7 The COUNTY shall inform the CITY, in writing, of any service addresses that the COUNTY reasonably believes requires meter or remote repairs. CITY personnel shall be responsible for testing and repairing/replacing such meters within sixty (60) days of notification by the COUNTY. Until such time that the meter is made compliant by the CITY, the COUNTY shall estimate the customer's usage for billing purposes. CITY will take a reading from the meter at the time of repair/replacement and provide reading to the COUNTY.
 - 2.8 The CITY and COUNTY agree that the COUNTY'S meter readers shall only use doorknob cards for remote malfunctions and high reads.
 - 2.9 At the COUNTY'S request, the CITY shall deliver within two (2) days of notification from the COUNTY, to a customer's premise, door knob cards for remote/meter malfunctions, high reads and shut off warning notices.
- 3.0 METER READING, TRANSITION TO AMI SYSTEM
- 3.1 The COUNTY and CITY will partner to implement a fixed-base AMI system.
 - 3.2 The COUNTY will partner with the CITY to identify suitable location for base station antennas to receive real time transmissions of meter reads for COUNTY and CITY'S common service areas.
 - 3.3 The COUNTY will purchase and have the vendor install the base station antennas at the agreed upon location(s).
 - 3.4 The COUNTY will be responsible for the maintenance of the base station antennas during the term of this agreement.
 - 3.5 The CITY, at its expense, will replace or retrofit all water meters within the CITY'S system with Sensus Smartpoint Radio transmitters within thirty six months of the effective date of this agreement.
 - 3.6 The COUNTY will enter a Software as a Service (SaaS) agreement with Sensus USA Inc. for Regional Network Interface (RNI) software and Sensus Analytics software.

- 3.7 The COUNTY will charge the CITY the CITY'S share of SaaS fees based upon the CITY'S share of the annual contracted fee with Sensus USA Inc.

4.0 WATER BILLING

- 4.1 CITY will establish water rates to be used by COUNTY to bill CITY customers for water usage. CITY will communicate rate changes to the COUNTY ninety (90) days prior to the rate going into effect. COUNTY will make every effort to apply rate change to CITY customer bills by the rate effective date. If CITY rate change requires programming changes in COUNTY billing system, CITY will be responsible for programming fees assessed to COUNTY from billing software vendor. COUNTY will allow CITY one line item charge per utility bill; said charge will be labeled "Darien Water Charge".
- 4.2 CITY will be responsible for communicating water rate changes to CITY customers. CITY water rate changes will not be communicated by the COUNTY to CITY water customers on customer's utility bill or any other method of communication.
- 4.3 During each billing cycle, the COUNTY will generate a water utility bill for each CITY customer account that will be delivered to the mailing address on file for the customer account via the U.S. Postal Service, or emailed to the email address on record if the customer has enrolled to receive bills electronically. The payment will be due on the initial due date; generally twenty-one (21) days after the fifteenth day (15th) of the billing month, the due date will not be on a weekend.
- 4.4 During each billing cycle, for all accounts with a balance greater than Fifty Dollars (\$50.00) remaining due after the initial due date, COUNTY will generate one (1) first (1st) reminder notice for each CITY customer account that will be delivered to the mailing address on file for the customer account via the U.S. Postal Service. The first (1st) reminder notice will be due generally ten (10) days after mailing of the first (1st) reminder notice; the due date will not be on a weekend.
- 4.5 During each billing cycle, for all accounts with a balance greater than Fifty Dollars (\$50.00) remaining due after the reminder notice due date, COUNTY will generate one (1), second (2nd) reminder notice for each CITY customer account that will be delivered to the mailing address on file for the customer account via the U.S. Postal Service. The second (2nd) reminder notice will be due generally ten (10) days after the mailing of the second (2nd) reminder notice; the due date will not be on a weekend.

5.0 DATA REPORTING - COUNTY to provide to CITY

- 5.1 Data reporting referenced in 4.2 through 4.5 will be reported to CITY using Microsoft Excel file, Water Billing Exhibit, labeled [Exhibit 1](#)
- 5.2 Bailey Road metered usage for billing cycle, calculated on Water Billing Exhibit by subtracting Bailey Road start reading from Bailey Road end reading.
- 5.3 CITY customers' billed usage for billing cycle broken down by Darien water rate.
- 5.4 DuPage SERWF customer's billed usage for billing cycle.
- 5.5 DuPage SERWF municipal usage for billing cycle.
- 5.6 DuPage SERWF estimated water main breaks and hydrant leaks for billing cycle.
- 5.7 Financial adjustments made to CITY customer's water bill for billing cycle.
- 5.8 Count of CITY customers billed during billing cycle.
- 5.9 Total amount to be paid to CITY by COUNTY for CITY water bills, COUNTY water usage, COUNTY fixed cost billed to CITY by DuPage Water Commission and COUNTY'S share of Bailey Road water loss.
- 5.10 CITY customer list to include: customer name, address, account number, consumption, billed amount, meter read start date, meter read end date and water rate.
- 5.11 The CITY shall be provided access to the SaaS, Sensus Analytics Portal, for up to three individuals to be able to view metered water consumption for all customers of the CITY's water system.

6.0 DATA REPORTING - CITY to provide to COUNTY

- 6.1 CITY municipal usage for billing cycle for portion of the CITY served by the Bailey Road master meter.
- 6.2 CITY'S estimated water main breaks and hydrant leaks for billing cycle for portion of the CITY served by the Bailey Road master meter.

6.3 The CITY shall provide a hard copy (paper) of all work orders for meter change outs, repairs and new meter installations, which information shall include the following: account number, premise address, customer name, date, meter location, old meter ID, new meter ID, old meter reading, new meter reading, and new meter type.

7.0 IDENTIFICATION OF PREMISES.

7.1 The CITY shall, in the manner hereafter agreed upon by the parties, identify to the COUNTY the premises at which water meter readings are to be made by the COUNTY. The COUNTY shall not be responsible for any discrepancies between the inside meter reading and remote readings.

7.2 The CITY shall provide the COUNTY with a list of new customer information once per month, which information shall include all new meter installations. The parties shall each maintain a file that includes each customer name, street address, water account number, and remote meter location and serial number of meter. The parties shall be responsible for updating their own records to ensure that information is current, however, the other party shall reasonably cooperate with the other party to ensure the accuracy of said files.

7.3 The CITY shall also provide, once per month, the forwarding address and date of change for former customers, together with any additional information in the CITY'S possession concerning the whereabouts of former customers.

8.0 OUTSIDE READING/INSIDE READING, NON AMI SYSTEM.

8.1 It is expressly understood that any attempt by the COUNTY to read a meter shall be treated as a reading for billing purposes, as set forth in Section 8.0, below, regardless of whether the COUNTY was able to successfully read that meter.

9.0 CHARGES FOR SERVICES/PAYMENT.

9.1 The CITY shall pay the COUNTY based on the following schedule of charges per billing cycle:

9.1.1 Effective with the first billing cycle after the approval of this Agreement, Ninety Seven Cents (.97¢) for each meter outside or inside reading, non AMI system reading, made by the COUNTY of the CITY'S meters for each meter where the meter read is used by both the CITY and COUNTY for billing purposes.

- 9.1.2 Effective with the first billing cycle after the approval of this Agreement, One Dollar Ninety Three Cents (\$1.93) for each meter outside or inside reading, non AMI system reading, as defined herein made by the COUNTY'S meter readers of CITY water meters and where the meter read is used only by the CITY for billing purposes.
- 9.1.3 Effective with the first billing cycle after the approval of this Agreement, One Dollar Ninety Two Cents (\$1.92) for each bill issued that includes both COUNTY sewer charges and CITY water charges.
- 9.1.4 Effective with the first billing cycle after the approval of this Agreement, Three Dollars and Eighty Three Cents (\$3.83) for each bill issued that includes only CITY water charges.
- 9.1.5 Effective with the implementation of the AMI system, and obtaining water meter reads electronically via the AMI system, a fee of Fifty Cents (\$0.50) charged bi-monthly for each AMI meter reading used for billing purposes by either the COUNTY or CITY.
- 9.1.6 Effective with the County incurring SaaS software fees per [Exhibit A](#), annual amount to be divided and billed 1/6th each billing cycle.
- 9.2 The COUNTY shall bill the CITY for the billing cycle on a bi-monthly basis; payment of each such bill shall be due from the CITY thirty (30) days after the date of mailing of the bill.
- 9.3 The rates and/or the rate structure, with the exception of the SaaS software fees in [Exhibit A](#), may be modified by the mutual written consent of the Superintendent of Public Works of the COUNTY and the City Manager of the CITY, based upon an approved DuPage County Public Works rate study. The CITY and the COUNTY may mutually agree upon an adjustment of this charge without formally amending the Agreement in compliance to Paragraph 10.1, below.
- 9.4 The non AMI system reading and billing service charges set forth in Paragraph 9.1, above, paid by the CITY to the COUNTY shall be held constant until December 31, 2022. After this constant rate period, the rates will be reviewed and adjusted, if necessary, on an annual basis to reflect cost of living increase. To determine the cost of living increase, the CITY and COUNTY agree to use the Consumer Price Index for all Urban Consumers (CPI-U) in December of each year. The CITY and the COUNTY may mutually agree upon an adjustment of this charge without

formally amending the Agreement in compliance to Paragraph 11.1, below. The reading and billing service charge may only be adjusted once per year, and such adjustments shall become effective January 1st each year.

- 9.5 The AMI meter reading fee set forth in Paragraph 9.1.5, above, paid by the CITY to the COUNTY shall be held constant until December 31, 2031. After this constant rate period, the rates will be reviewed and adjusted, if necessary, on an annual basis to reflect cost of living increase. To determine the cost of living increase, the CITY and COUNTY agree to use the Consumer Price Index for all Urban Consumers (CPI-U) in December of each year. The CITY and the COUNTY may mutually agree upon an adjustment of this charge without formally amending the Agreement in compliance to Paragraph 11.1, below. The reading and billing service charge may only be adjusted once per year, and such adjustments shall become effective January 1st each year.
- 9.6 The COUNTY shall provide payment to the CITY for one hundred percent (100%) of the COUNTY'S portion of the water purchased from the DuPage Water Commission, one hundred percent (100%) of the COUNTY'S portion of the DuPage Water Commission fixed costs and one hundred (100%) of the CITY'S water revenue generated for each billing cycle within fourteen (14) business days following the due date of customer payments for the billing period.
- 9.7 The COUNTY shall be responsible for the collection of all CITY customer bills. The CITY and the COUNTY agree that the COUNTY will establish all collection policies and write off criteria. CITY shall assist the COUNTY'S collection efforts and agrees to promptly discontinue water service upon COUNTY'S written request, and at the CITY'S own expense, whenever bills become more than forty-five (45) days delinquent. Customer balances that meet the COUNTY'S write off criteria will be deducted from the payment to CITY for billing revenue.
- 10.0 INDEMINIFICATION.
- 10.1 The parties shall indemnify, hold harmless and defend the other party, its officials, officers, employees, and agents from and against all liability, claims, suits, demands, proceedings and action, including costs, fees and expense of defense, arising from, growing out of, or related to, any loss, damage, injury, death, or loss or damage to property resulting from, or connected with, the first party's negligent or willful acts, errors or omissions in its performance under this Agreement, to the fullest extent each party is so authorized under the law.

10.2 The parties do not waive or limit, by these indemnity requirements, any defenses or protections under the Local Government and Governmental Employees Tort Liability Act (745 ILCS 10/1 et seq.) or otherwise available to them.

11.0 MISCELLANEOUS TERMS.

11.1 This Agreement may be modified or amended only by written instrument duly authorized and signed by both the COUNTY and the CITY.

11.2 This Agreement contains the entire understanding of the CITY and the COUNTY with respect to the subject matter hereof and supersedes all prior agreements and understandings with respect to such subject matter.

11.3 This Agreement supersedes the December 14, 2010 Agreement between the CITY and the COUNTY for Reporting and Meter Reading in its entirety, and as adopted by the COUNTY by Resolution PW-0001-11.

11.4 This Agreement shall be executed for and on behalf of the COUNTY and the CITY pursuant to Resolutions or Ordinances approved by the legislative body of each of the parties.

11.5 This Agreement may be executed in multiple counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instruments.

11.6 This Agreement shall become effective from the date of full execution by both parties and shall remain in place unless either party issues a written notice of intent of cancellation. Either party may elect to cancel this intergovernmental agreement with sixty (60) days written notice of termination to the other party.

11.7 Upon termination, the liabilities and obligations, with the exception of the SaaS software fees in [Exhibit A](#), of the parties to this Agreement shall cease. However, the parties shall not be relieved of the duty to perform their obligations up to the date of termination and the CITY shall not be relieved of its obligation to pay the COUNTY for services rendered prior to termination. The CITY will be continue to be obligated to pay the COUNTY for SaaS software fees for the period of time the hosting services are provided by Sensus USA, Inc.

11.8 In the event that the COUNTY'S obligation hereunder to read the CITY'S water meters, bill the CITY'S customers and collect the CITY'S revenue cannot be performed by reason of an act of God, strike, labor dispute, fire, war, civil disturbance, explosion, pestilence, breakage or accident to machinery or water utility appurtenances, quarantine, epidemic, flood,

weather disturbance, any act or interference of any governmental authority or agency, or by any similar cause reasonably beyond the control of the COUNTY, then during the continuance of such disturbance, (i) the COUNTY'S obligation to read CITY'S water meters shall be suspended to the extent that the interference prohibits such performance, and (ii) subject to the provisions above, the CITY'S obligation to make corresponding payments to the COUNTY shall likewise be suspended.

11.9 COUNTY'S obligations under this Agreement are conditioned upon receipt by the COUNTY of such regulatory approvals as the COUNTY, in its sole discretion, determines to be necessary in connection herewith. In addition, if at any time the COUNTY, in its sole discretion, determines that its relationship with any regulatory agency makes such termination advisable, the COUNTY may terminate this Agreement upon at least ninety (90) days prior notice to the CITY.

11.10 Any required notice shall be sent to the following addresses and parties:

For the CITY:

City of Darien
1702 Plainfield Road
Darien, IL 60561
ATTN: Bryon Vana, City Manager

For the COUNTY:

Department of Public Works
421 North County Farm Road
Wheaton, Illinois 60187
ATTN: Superintendent

DuPage County State's Attorney's Office
503 North County Farm Road
Wheaton, Illinois 60187
Attn: Civil Bureau

11.11 All notices required to be given under the terms of this Agreement shall be in writing and either (a) served personally during regular business hours; (8:00a.m.-4:30p.m.CST or CDT Monday –Friday); (b) served by facsimile transmission during regular business hours (8:00a.m.-4:30p.m.CST or CDT Monday–Friday); or (c) served by certified or registered mail, return receipt requested, properly addressed with postage prepaid. Notices served personally or by facsimile transmission shall be effective upon receipt, and notices served by mail shall be effective upon receipt as verified by the

United States Postal Service. Each party may designate a new location for service of notices by serving notice thereof in accordance with the requirements of this Paragraph, and without compliance to the amendment procedures set forth in Paragraph 9.1, above.

- 11.12 The parties agree that neither party shall have any recourse against the other party for any breach unless notice of said breach has been given and the party in breach has failed or refused to timely cure said breach. The waiver of, or failure to enforce, any breach of this Agreement by any party shall not be construed, or otherwise operate, as a waiver of any future breach of this Agreement. Further the failure to enforce any particular breach shall not bar or prevent the remaining party from enforcing this Agreement with respect to a different breach.
- 11.13 This Agreement shall be governed by the laws of the State of Illinois both as to interpretation and performance.
- 11.14 The venue for resolving any disputes concerning the parties' respective performance, or failure to perform, under this Agreement, shall be the judicial circuit court for DuPage County.

IN WITNESS WHEREOF, the parties set their hands and seals as of the date first written above.

City of Darien

COUNTY of DUPAGE

By: _____
Joseph A. Marchese
Mayor

By: _____
Daniel J. Cronin
County Board Chairman

Attest
By: _____
JoAnne Ragona
City Clerk

Attest
By: _____
Jean Kaczmarek
County Clerk



Exhibit A: SaaS Software Fees				
City of Darien				
		RNI	Sensus Analytics	Total
Year 1	\$	11,874.00	\$ 13,690.00	\$ 25,564.00
Year 2	\$	12,116.00	\$ 13,969.00	\$ 26,085.00
Year 3	\$	12,363.00	\$ 14,254.00	\$ 26,617.00
Year 4	\$	12,615.00	\$ 14,545.00	\$ 27,160.00
Year 5	\$	12,872.00	\$ 14,848.00	\$ 27,720.00
Year 6	\$	13,129.00	\$ 15,145.00	\$ 28,274.00
Year 7	\$	13,392.00	\$ 15,448.00	\$ 28,840.00
Year 8	\$	13,660.00	\$ 15,757.00	\$ 29,417.00
Year 9	\$	13,933.00	\$ 16,072.00	\$ 30,005.00
Year 10	\$	14,212.00	\$ 16,393.00	\$ 30,605.00
*Core & Main/Sensus SaaS fees annual escalation of 2% through year 10.				
** Annual fee after year 10 to be determined by the amount charged by Core & Main / Sensus USA Inc.				
SUBJECT TO CONTRACT PRICING FROM				
CORE & MAIN / SENSUS				



EXHIBIT 1

WATER BILLING REPORTING EXAMPLE

Master Meter Read

Date	Read	Usage (MG)	Gallons per day
8/20/2021	2,685,860.0		
10/20/2021	3,273,810.0	587,950.0	9,638.5
Gallons Consumed			58,795.0

Usage

Billed Users	Read Dates	Usage (1,000 Gallons)
SERWF Billed (plant code 1 and 17)	08/20/2021 - 10/20/2021	33,868.00
Darien Incorporated (plant code 71)	08/20/2021 - 10/20/2021	18,030.0
		<u>51,898.0</u>

Non Billed Users - SERWF

Public Works Facilities	08/20/2021 - 10/20/2021	170.0
Jeans Road Meter Test 1	08/20/2021 - 10/20/2021	-
SERWF Hydrant Meter	08/20/2021 - 10/20/2021	-
Water Main Breaks - SERWF	08/20/2021 - 10/20/2021	-
K-5, Elgin Sweep, Murphy & Visu	08/20/2021 - 10/20/2021	39.2
County Flusher	08/20/2021 - 10/20/2021	-
Tower Overflows	08/20/2021 - 10/20/2021	-
Mosque Flushing	08/20/2021 - 10/20/2021	-
Tri-State Training	08/20/2021 - 10/20/2021	-
Fire Department Use	08/20/2021 - 10/20/2021	-
Hydrant Flushing - SERWF	08/20/2021 - 10/20/2021	-
Leaking Hydrants - SERWF	08/20/2021 - 10/20/2021	48.0
		<u>257.2</u>

Non Billed Users - Darien

Water Main Breaks - Darien	08/20/2021 - 10/20/2021	-
Leaking Hydrants/Flushing - Darien	08/20/2021 - 10/20/2021	-
Hinswod tower overflow	08/20/2021 - 10/20/2021	-
Fire Department Use	08/20/2021 - 10/20/2021	-
		<u>0.0</u>

Total Accounted for Billed and Non Billed 52,155.2

Variance between estimated Master Meter and Accounted for 6,639.8
11.3%

Standard Adjustments

Account	Transaction CD	Amount
21001054-01	129-CR Darien Water 10/6/2021	(\$19.50)
21003049-03	129-CR Darien Water 10/21/2021	(\$19.50)
21003389-01	129-CR Darien Water 10/26/2021	(\$19.50)
21006818-02	129-CR Darien Water 10/4/2021	(\$68.25)
21006924-02	129-CR Darien Water 10/13/2021	(\$10.00)
15001665-04	129-CR Darien Water 10/13/2021	(\$5,850.00)
		<u>(\$5,986.75)</u>

PER EXHIBIT-EXAMPLE	READING-METER GALLONS	SERWF BILLED TO COUNTY RESIDENTS-GALLONS	SERWF-BILLED TO CITY-GALLONS	UNACCOUNTED FOR FLOW-GALLONS	COUNTY RESIDENTS BILLED TO TOTAL WATER USAGE	COUNTY REIMBURSE CITY FOR 66% (.67) OF UNACCOUNTED FLOW-GALLONS
CONTROL VAULT-METER	1,000	300	200	500	66.67%	333.33

METER READING (From Master Meter Tab)	FROM	TO	BEGINNING	ENDING	TOTAL CONSUMPTION
	August 20, 2021	October 20, 2021	2,685,860	3,273,810	58,795,000

ACTUAL BILLING

	READING-SERWF BAILEY ROAD METER GALLONS	SERWF BILLED TO COUNTY RESIDENTS-GALLONS	SERWF-BILLED TO CITY-GALLONS	SERWF MUNICIPAL USE- REIN TO CITY	CITY OF DARIEN MUNICIPAL USE-CHARGE TO CITY	UNACCOUNTED FOR FLOW-GALLONS	COUNTY RESIDENTS BILLED TO TOTAL WATER USAGE	COUNTY REIMBURSE CITY FOR UNACCOUNTED FLOW-GALLONS	ADJUSTED UNACCOUNTED FOR FLOW
08/20/2021 - 10/20/2021	58,795,000	33,868,000	18,030,000	257,200	-	6,639,800	65.26%	4,333,052.26	2,306,748

WATER BILLING SUMMARY

08/20/2021 - 10/20/2021	GALLONS	RATE PER 1000 GAL	COST
DUPAGE COUNTY RESIDENTS WATER METER READINGS SERVED BY SERF- SERVICES 1625 - PLANT CODE 1 and 17	33,868,000	\$ 4.97	\$ 168,323.96
DUPAGE COUNTY WATER Non Billed	257,200	\$ 4.97	\$ 1,278.28
DUPAGE COUNTY PORTION OF UNACCOUNTED FOR FLOW IN SERWF SYSTEM	4,333,052	\$ 4.97	\$ 21,535.27
DUPAGE COUNTY RESIDENTS WATER METER READING SERVED BY DARIEN MASTER METER PLANT CODE 712	92,000	\$ 4.97	\$ 457.24
Darien Municipal - No Bills	-	\$ -	\$ -
DARIEN RESIDENTS WATER METER READINGS SERVED BY CITY OF DARIEN - 6273 SERVICES - PLANT CODE 7	79,424,000	\$ 9.75	\$ 837,114.00
NO USAGE DARIEN RESIDENTS WATER METER READINGS SERVED BY CITY OF DARIEN- 168 SERVICES - PLANT CODE 7	168	\$ 10.00	\$ 1,680.00
UNINCORPORATED METER READINGS SERVED BY DARIEN DISTRIBUTION SYSTEM 469 SERVICES - PLANT CODE 7	9,410,000	\$ 11.70	\$ 115,725.00
NO USAGE UNINCORPORATED METER READINGS SERVED BY DARIEN DISTRIBUTION SYSTEM - 7 SERVICES - PLANT CODE 7	7	\$ 12.00	\$ 84.00
UNINCORPORATED METER READINGS (ROSEHILL/FARMINGDALE) SERVED BY DARIEN DISTRIBUTION SYSTEM 452 SERVICES - PLANT CODE 7	4,449,000	\$ 11.70	\$ 57,477.30
NO USAGE (ROSEHILL/FARMINGDALE) SERVED BY DARIEN DISTRIBUTION SYSTEM - 7 SERVICES - PLANT CODE 7	7	\$ 12.00	\$ 84.00
Darien RESIDENTS WATER METER READINGS SERVED BY SERWF 1202 SERVICES - PLANT CODE 71	18,030,000	\$ 9.75	\$ 187,812.50
NO USAGE DARIEN RESIDENTS WATER METER READINGS SERVED BY CITY OF DARIEN- 45 SERVICES - PLANT CODE 71	45	\$ 10.00	\$ 450.00
DARIEN CARRIAGE GREEN - PREVIOUSLY LISTED UNDER DARIEN RESIDENTS OF 311 SERVED BY SERWF - PLANT CODE 711	6,410,000	\$ 9.75	\$ 65,607.50
NO USAGE DARIEN CARRIAGE GREEN - PREVIOUSLY LISTED UNDER DARIEN RESIDENTS OF 5 SERVED BY SERWF - PLANT CODE 711	5	\$ 10.00	\$ 50.00
DARIEN PUBLIC WORKS DEPARTMENT - 17506306-01, COUNTY SERWF CUSTOMER/NO BILL	7,000	\$ 4.97	(\$34.79)
ADJUSTED METER READINGS			(\$5,986.75)
TOTALS DUE			\$ 1,451,657.51

AGENDA MEMO
Municipal Services Committee
December 28, 2021

ISSUE STATEMENT

Approval of a [resolution](#) for the Citywide Meter and Remote Replacement Program Contract with Core and Main/Sensus for the purchase of water meters, remote readers, meter appurtenances and installation in an amount not to exceed \$2,950,000.

BACKGROUND/HISTORY

During the past several years, the City Staff has been engaged with the County and several other municipalities to move towards technology that is referred to as Automated Meter Reading, AMR technology. The AMR system is technology that is supported through dedicated FM frequencies and/or cellular technology. The joint co-op would allow savings for all participating municipalities by utilizing infrastructure such as water towers for antennas and provide on demand readings to municipalities as well as the County of DuPage. The technology is identical to the current automated meter reading standards of Com Ed and Nicor. Please note the infrastructure for the AMR technology is covered under the DuPage County Intergovernmental Agreement-IGA, Meter Reading and Billing and Infrastructure, presented December 28, 2021, through the agenda format.

In 2019-2021, the Staff was engaged in Phase 1 of the Citywide Meter Replacement Program of the commercial meters. Existing commercial meters in excess of 10 years in age were identified to be running approximately 5–10% slow. The existing remote readers are obsolete and the remote guns utilized to read them are failing. Please note, the City and the County of DuPage purchased additional guns several years ago for inventory due to the manufacturer discontinuing parts and support. A similar sampling for residential meters was conducted in 2016 followed with an Executive Summary indicating that approximately 35% of the City's meters were under registering. See [Attachment A](#).

The City Staff and the County of DuPage initiated a co-op in 2017 to invite adjacent municipalities for a multi-jurisdictional cost saving opportunity to replace meters and move toward an Automated Meter Implementation-AMI. The result was that the Village of Lisle and the Village of Woodridge were the additional participants. The County of DuPage is also under limited agreements with those communities for facets of meter reading billing and joint customer information exchange.

The Request for Proposals (RFP) advertised with the bid opening held on July 23, 2020. DuPage County Public Works and Procurement Staff scored bids, with input from collaborating municipal utilities (City of Darien, Village of Lisle and Village of Woodridge). Prospective vendors were interviewed and evaluated with detailed criteria. See scoring summary rating sheets labeled as [Attachment B](#). The proposals received from Core & Main/Sensus scored highest on all of the criteria. Fortunately, the City Staff has been exclusively utilizing the Sensus water meter brand for the last 8 years and the existing equipment has the capability to be utilized as part of the future AMR system by replacing the remote (outside) reader only, therefore additional costs will be realized. Attached and labeled as [Attachment C](#) is the contract with Core and Main/Sensus.

The program is a turn-key program and will be initiated through Core and Main/Sensus and Calumet City Plumbing will be the installers. Calumet City will send out notifications of the upcoming program and the City will also inform residents through our media portals. Calumet City

Plumbing will be responsible for scheduling appointments throughout the week and including Saturdays with a potential of adding Sundays if required. Calumet City Plumbing is a vetted vendor and has providing meter and replacement programs for over twenty years. Residents and the City will have the opportunity to replace valves before and after the meters and install electrical grounding straps if they are not in place at contract pricing. A contingency has been included for these items. It is estimated that the program will take approximately a year and half to complete.

In summary, the Group collectively recommended approval of the Master Project Agreement with Core & Main for Water Meter Replacement and the Implementation of Advanced Metering Infrastructure. The proposed solution from Core & Main/Sensus has the lowest cost of ownership, best implementation plan and local support, analytical tools and support to integrate into Customer Information/Billing systems.

Alternatives evaluated included only replace water meters and continue with manual meter reading process. This alternative is inefficient, leading to higher costs of over time without added customer service benefits.

Another alternative evaluated was an Automatic Meter Reading (AMR) system, limiting the scope to installation of meters and SmartPoints only, enabling drive by radio reads. This alternative also has a higher cost of ownership over time, by still requiring a vehicle to drive by service locations to capture reads, without the added customer service benefits.

Attached and labeled as [Attachment D](#) is the cost breakdown for the meter replacement program. The City has a \$3,000,000 bond on file that would be utilized for this Meter Removal and Replacement Project. The funds would be expended from the from the following line account.

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY 21/22 / FY 22/23 BUDGET	TOTAL PROGRAM COST
12-51-4390	WATER DEPRECIATION CAPITAL IMPROVEMENT INFRASTRUCTURE	\$2,950,000.00	\$2,949,618.00

STAFF RECOMMENDATION

Staff recommends approval of a resolution for the Citywide Meter and Remote Replacement Program Contract with Core and Main/Sensus for the purchase of water meters, remote readers, meter appurtenances and installation in an amount not to exceed \$2,950,000.00.

ALTERNATE DECISION

As directed by Committee.

DECISION MODE

This item will be placed on the January 17, 2022 City Council agenda for formal consideration.



MEMO

To: Bryon Vana, City Administrator

From: Daniel Gombac, Director of Municipal Services

Subject: Meter Sampling Result-Executive Summary

Date: January 11, 2017

The City's Water Department FYE17 Budget included funds for the sampling of 500 residential water meters. The objective of this project was to evaluate the accuracy of residential household meters (5/8 x 3/4 inch) over various flow rates. The representative sampling consisted of 500 meters, ranging from 15-30 years of age. The meters were removed and replaced with new meters. All meters that were removed were bench flow tested for accuracy and the data was summarized.

The meters were tested under the American Water Works Association guidelines for the following flow rates:

1/4 gallon per minute
2 gallon per minute
15 gallons per minute

The goal was to identify meters through the flow testing process that were registering under 95%. Attached and Labeled as Attachment 1 are the flow test results.

Recent changes under the Illinois Plumbing Code mandates that all plumbing fixtures be labeled as water saving devices along with the Water Sense label. The Water Sense technology applies to all fixtures that utilize potable water. The fixtures are designed to flow at a maximum rate of 1.5 gallons per minute versus the standard flow of 2.2 gallons per minute. Thereby reducing a sink's usage by 30 percent.

The data collected for the sampling indicates that the low flow is *under* registering by approximately 24%. The low flow of a meter is tested at a quarter gallon per minute. Additionally, the flow rates of 2 gallons per minute indicated that the meters were under registering by approximately 8% and the high flow rate, 15 gallons per minute was under registering by approximately 6%. See below, Tables 1 and 2.

Table 1

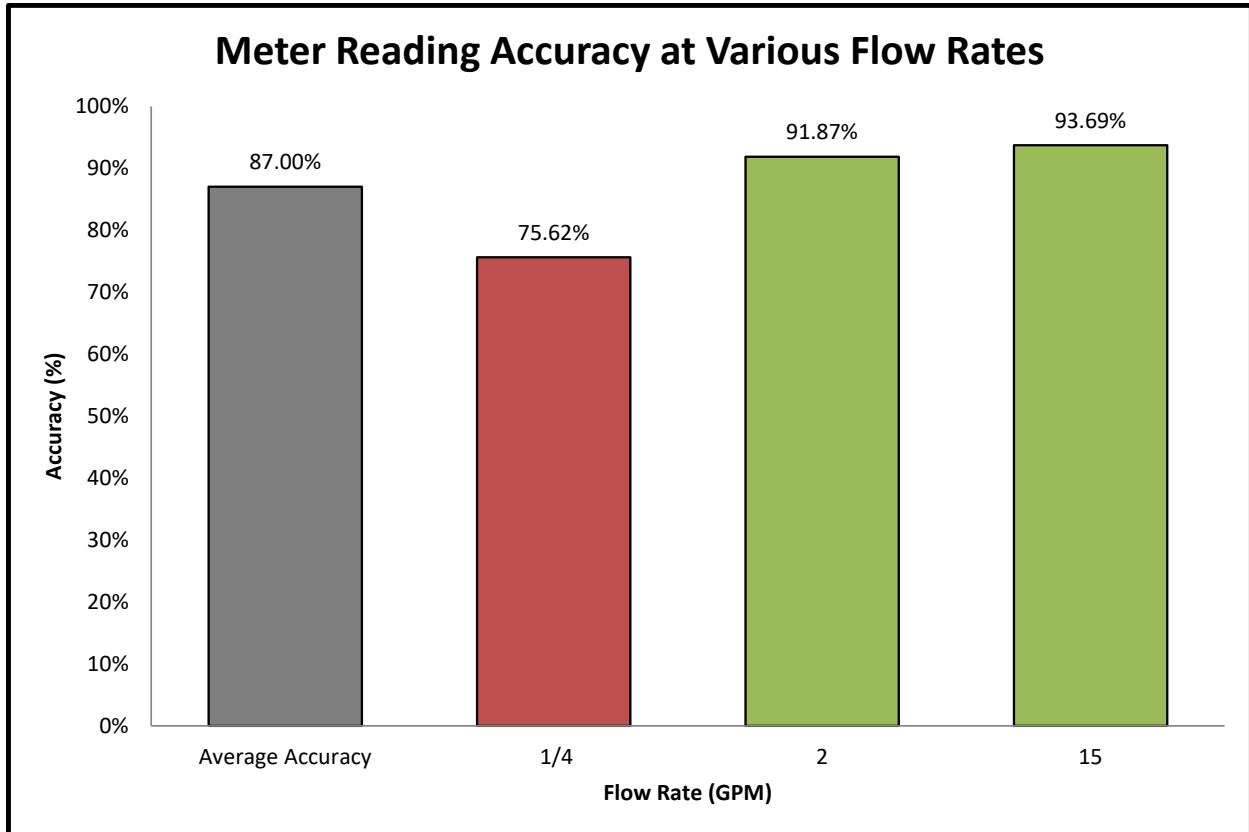
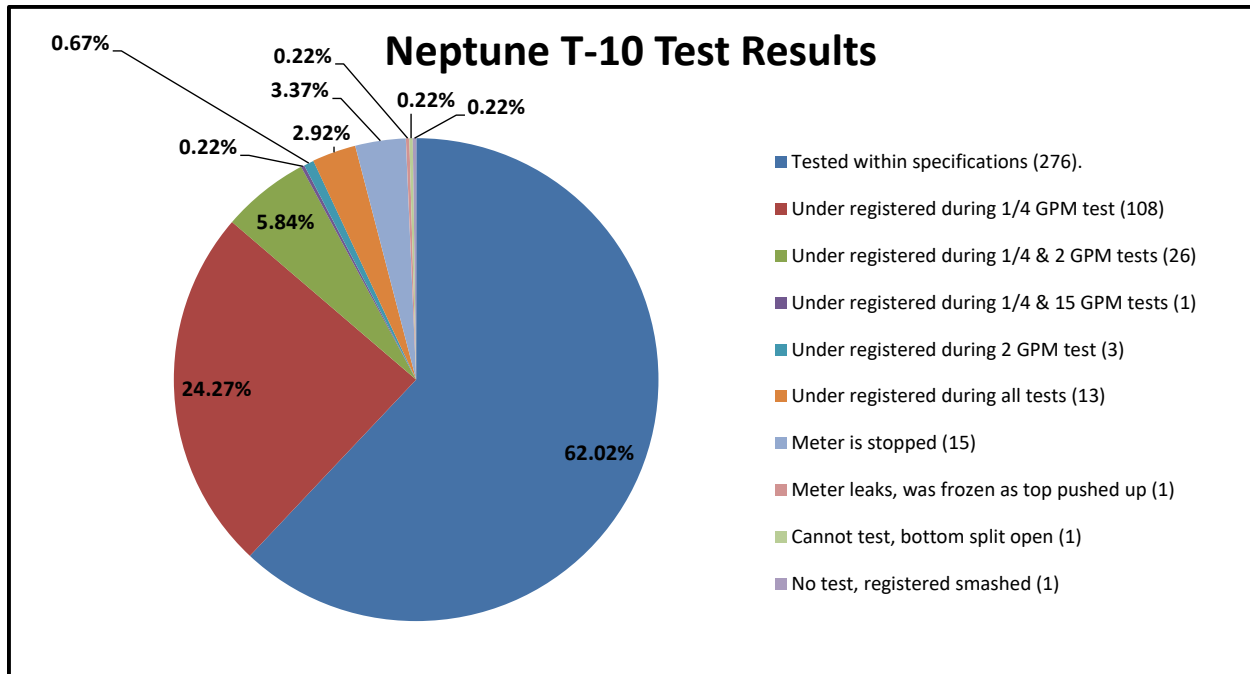


Table 2



As part of the City’s responsibility, we are required to complete an annual water audit per the Illinois Department of Natural Resources-IDNR. Recent reporting changes have impacted the unaccountable water loss for the City. Below, is a summary of the unaccountable flow and costs from 2005. As costs for water continue to increase, the magnitude of costs continue to increase. Due to reporting changes, the unaccountable flow result was 14.80% for 2015.

As per the IDNR guidelines for unaccounted water, the City is exceeding the current thresholds of 12%, further being reduced to 10% in Water Year 2019. The City was required to submit a Water System Improvement Plan (Plan) that outlines an action plan to undertake, along with a timeframe, to reduce non-revenue water to below the threshold.

YEAR	UNACCOUNTABLE FLOW PERCENTAGE	UNACCOUNTABLE FLOW GALLONS PER DAY	UNACCOUNTABLE FLOW GALLONS PER YEAR	WHOLESALE COST PER 1000 GALLONS	WHOLESALE COST
2016	14.40%	292,000	117,444,000	\$4.85	-\$569,603.40
2015	14.80%	276,000	100,740,000	\$4.85	-\$488,589.00
2014	7.33%	99,200	36,208,000	\$3.65	-\$132,159.20
2013	7.35%	69,200	25,258,000	\$3.02	-\$76,279.16
2012	6.74%	89,200	32,558,000	\$2.55	-\$83,022.90
2011	1.60%	35,000	12,775,000	\$1.94	-\$24,783.50
2010	7.96%	191,000	69,715,000	\$1.84	-\$128,275.60
2009	6.40%	153,000	55,845,000	\$1.47	-\$82,092.15
2008	3.20%	81,000	29,565,000	\$1.47	-\$43,460.55
2007	1.46%	29,900	10,913,500	\$1.47	-\$16,042.85
2006	4.91%	102,000	37,230,000	\$1.47	-\$54,728.10
2005	3.80%	88,500	32,302,500	\$1.47	-\$47,484.68
AVERAGE	5.55%	129,080	47,114,200	\$1.84	-\$86,595.90

The Water System Improvement Plan for the City consists of the following:

- Quarterly field observations of creeks and streams throughout the city to identify any potential water main breaks
- Annual leak locating
- Meter Flow Sampling Study
- Commercial Meter Flow Testing
- Removal and Replacement of problematic cast iron water main

The City Staff has been looking at opportunities to streamline and enhance the water meter reading and billing accuracy of residential meters for the last year. In concert, with the County of DuPage and other nearby municipalities, meetings have been held in regards to an Automated Meter Reading System (AMR) technology. Discussions included the potential of one master station to be located within a County of DuPage facility. Additional infrastructure would include antennas located on water towers. With DuPage County being the facilitator, opportunities for adjacent municipalities will allow them to be part of the AMR technology. The goal is to have a multi-jurisdictional AMR system, thereby reducing infrastructure costs to all and to potentially create a billing center through the County of DuPage.

Regardless of the technology to be utilized, the City of Darien will need to engage in a meter replacement program within the next year. Budgetary costs for the program are estimated to be at 1.5 million dollars. Financing and intergovernmental agreements are outstanding items that will be reviewed during the next six months.

WATER METERS AND ACCESSORIES 20-078-PW
RFP EVALUATION SCORECARD
COMBINED AVERAGE

Criteria	Available Points	Core & Main / Sensus USA	Midwest Meter - Badger
Contractor Qualifications	15	15	15
Manufacturer Qualifications	35	35	35
Response to Technical Specifications	25	25	22
Price (Scored by Procurement)	25	25	23
Total	100	100	95

20-078 Pricing - Total Cost Summary

Water Meter Pricing Per Unit

Water	Midwest Meter-Badger	Core & Main I-Pearl
5/8"	\$ 91.00	\$ 99.00
5/8" x 3/4"	\$ 91.00	\$ 99.00
3/4" short	\$ 99.00	\$ 99.00
3/4"	\$ 105.00	\$ 112.00
3/4" x 1"	\$ 139.00	\$ 150.00
1"	\$ 132.00	\$ 150.00
1-1/2"	\$ 348.00	\$ 388.00
2" Meter	\$ 477.00	\$ 540.00
2" Meter Compound	\$ 1,125.00	\$ 1,088.00
3"	\$ 1,475.00	\$ 1,380.00
4"	\$ 1,875.00	\$ 2,395.00
6"	\$ 3,069.00	\$ 4,135.00
8"	\$ 5,883.00	\$ 5,745.00

Water Meter Pricing Extended - Summary

DuPage County	\$ 344,136.00	\$ 374,411.00
Village of Woodridge	\$ 1,285,527.00	\$ 1,321,664.00
City of Darien	\$ 1,064,848.00	\$ 1,084,028.00
Village of Lisle	\$ 416,825.00	\$ 447,054.00
Total Meters	\$ 3,111,336.00	\$ 3,227,157.00
Accessories	\$ 2,541.00	\$ 9,720.00
Incremental Retrofit Costs (1)	\$ 403,414.00	
Total	\$ 3,517,291.00	\$ 3,236,877.00
Points	23	25

(1) Incremental Retrofit costs of installing third wire required by Badger-Beacon endpoints.

ADVANCED METERING INFRASTRUCTURE (AMI) PROJECT 20-079-PW
RFP EVALUATION SCORECARD
COMBINED AVERAGE

Criteria	Available Points	Core & Main / Sensus USA	United Systems - Itron Gen 5	Midwest Meter - Beacon
AMI System Capabilities and Compatibility	30	30	26	27
Qualifications	20	20	20	20
Reponse to Technical Specifications	20	20	19	19
Implementation and Support Plan	15	15	15	15
Price (Scored by Procurement)	15	15	14	11
Total	100	100	94	92

20-079-PW AMI System and Endpoint Total Cost of Ownership

	System and Hosting Costs (split tbd)	DuPage County	Village of Woodridge	City of Darien	Village of Lisle	Total	Points
Total # of Services		3,803	10,366	9,856	6,319	30,944	

Core & Main / Sensus USA							
Upfront Costs-System	\$	376,420.00					\$ 376,420.00
Upfront Costs-Endpoint/Sensors (\$89 each)			\$ 338,467.00	\$ 922,574.00	\$ 877,184.00	\$ 615,791.00	\$ 2,754,016.00
Base Stations replace at year 10	\$	218,400.00					\$ 218,400.00
Recurring Costs Years 1 to 20	\$	2,548,168.67					\$ 2,548,168.67
20 Year Cost	\$	3,142,988.67	\$ 338,467.00	\$ 922,574.00	\$ 877,184.00	\$ 615,791.00	\$ 5,897,004.67
Meter Install/Retrofit			\$ 473,351.00	\$ 1,423,259.00	\$ 1,294,631.00	\$ 631,911.00	\$ 3,823,152.00
Total AMI System Plus Meter Install	\$	3,142,988.67	\$ 811,818.00	\$ 2,345,833.00	\$ 2,171,815.00	\$ 1,247,702.00	\$ 9,720,156.67

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United Systems - Itron Gen5 ComEd							
Upfront Costs-System	\$	328,900.00					\$ 328,900.00
Upfront Costs-Endpoint/Sensors (\$95.50 each)			\$ 363,186.50	\$ 989,953.00	\$ 941,248.00	\$ 660,764.50	\$ 2,955,152.00
Base Stations replace at year 10							
Recurring Costs Years 1 to 20	\$	3,832,549.73					\$ 3,832,549.73
20 Year Cost	\$	4,161,449.73	\$ 363,186.50	\$ 989,953.00	\$ 941,248.00	\$ 660,764.50	\$ 7,116,601.73
Meter Install/Retrofit			\$ 434,600.00	\$ 1,298,037.75	\$ 1,176,859.00	\$ 612,330.00	\$ 3,521,826.75
Total AMI System Plus Meter Install	\$	4,161,449.73	\$ 797,866.50	\$ 2,287,990.75	\$ 2,118,107.00	\$ 1,273,094.50	\$ 10,638,508.48

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Midwest Meter - Beacon							
Upfront Costs-System	\$	81,200.00					\$ 81,200.00
Upfront Costs-Endpoint/Sensors (\$88 each)			\$ 334,664.00	\$ 912,208.00	\$ 867,328.00	\$ 608,872.00	\$ 2,723,072.00
Base Stations replace at year 10							
Recurring Costs Years 1 to 20	\$	6,547,988.36					\$ 6,547,988.36
20 Year Cost	\$	6,629,188.36	\$ 334,664.00	\$ 912,208.00	\$ 867,328.00	\$ 608,872.00	\$ 9,352,260.36
Meter Install/Retrofit			\$ 500,141.00	\$ 1,476,780.00	\$ 1,344,349.00	\$ 954,374.00	\$ 4,275,644.00
Total AMI System Plus Meter Install	\$	6,629,188.36	\$ 834,805.00	\$ 2,388,988.00	\$ 2,211,677.00	\$ 1,563,246.00	\$ 13,627,904.36

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City of Darien, IL

Master Project Agreement

Core & Main LP
220 S. Westgate Drive
Carol Stream, IL 60188

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Master Project Agreement

This Master Project Agreement (“Agreement”) dated as of December 20, 2021 (the “Effective Date”) between Core & Main LP, a Florida limited partnership (“Core & Main”), and the City of Darien, IL (“Client”). Core & Main and Client may be referred to herein individually as a “Party,” and jointly as the “Parties.”

1. **Purpose and Scope.** The Parties have entered into this Agreement for the purpose of Core & Main providing procurement, installation and management services to Client (the “Project”). Core & Main agrees to undertake the necessary work required for the completion of Core & Main’s obligations under this Agreement, including providing materials and any installation or services as specified in Appendix A (the “Work”). Client agrees to undertake all of its obligations that are identified and to pay Core & Main in the manner contemplated by this Agreement.

2. **Term.** The Term of this Agreement shall begin on the Effective Date and, unless earlier terminated in the manner contemplated by this Agreement, shall endure for the period specified in Appendix A.

3. **Core & Main’s Responsibilities.** Core & Main shall provide all Work as described in this Agreement. Without limiting the generality of the foregoing, Core & Main shall maintain supervision of all its subcontractors. Any work or services beyond the scope of the Work agreed to herein shall not be considered as part of this Agreement. There shall be no implied or verbal agreements between the Parties relating to the subject matter of this Agreement.

4. **Client’s Responsibilities.** Client shall be responsible for cooperating with Core & Main, providing accurate information in a timely manner, and making payment in a timely manner for Work performed. Client shall designate a representative who will be fully acquainted with the Work and will be reasonably accessible to Core & Main and its subcontractors, and will have the authority to make decisions on behalf of Client. Client shall provide to Core & Main and its subcontractors all information regarding legal limitations, utility locations and other information reasonably pertinent to this Agreement and the Project. Client shall be required to give prompt notice should it become aware of any fault or defect in the Project.

5. **Default of Client.** The following events shall be considered events of Default of Client: (a) The failure of Client to make payments to Core & Main in accordance with the terms of this Agreement; (b) any representation or warranty provided by Client that proves to be materially false or misleading when made; (c) Client becomes insolvent, or makes an assignment for the benefit of creditors, or should a voluntary or involuntary petition in bankruptcy or a reorganization or any adjudication of Client as insolvent or bankrupt be filed; (d) any failure of Client to comply with or perform according to the terms of this Agreement or to correct such failure to perform within forty-five (45) days of receipt of written notice from Core & Main. If an event of Default by Client occurs, Core & Main will have the right to cancel this Agreement and to terminate immediately all Work hereunder without further obligation except the Client will be obligated to pay for Work performed through the date of termination, plus damages and costs incurred as a result of Client’s default.

6. **Default of Core & Main.** The following events shall be considered events of default on the part of Core & Main: (a) the failure of Core & Main to deliver its Work free and clear of any lien or encumbrance by any subcontractor, laborer, materialman, or other creditor of Core & Main; (b) Core & Main becomes insolvent, or makes an assignment for the benefit of creditors, or should a voluntary or involuntary petition in bankruptcy or a reorganization or any adjudication of Core & Main as insolvent or bankrupt be filed; (c) any representation or warranty (excluding a warranty as contemplated by Section 9 of this Agreement) provided by Core & Main that proves to be materially false or misleading when made, (d) any failure of Core & Main to comply with or perform according to the terms of this Agreement or to commence efforts to correct such failure to perform within forty-five (45) days of notice from Client, and thereafter continuously pursue correction. In the event of default by Core & Main, Client will have the right to cancel this Agreement and to terminate immediately all Work hereunder without further obligation except the Client will be obligated to pay for Work performed through the date of termination. Additionally, Client will be entitled to recover the documented excess actual and direct costs of procuring the Work hereunder through alternate sources provided that Client makes efforts to reasonably mitigate such actual and direct costs.

7. **Force Majeure.** Neither Core & Main nor Client shall be responsible to each other for damage or delay that arise from Force Majeure, including but not limited to conditions beyond the reasonable control, and not the result of the fault of the impacted Party, including, without limitation acts of God, storms, extraordinary weather, epidemic or pandemic, acts of government units, strikes or labor disputes, fire, explosions, thefts, vandalism, riots, acts of war or terrorism, non-price related unavailability of materials required for the Project, and unavailability of fuel.

8. **Taxes, Permits, and Fees.** Core & Main shall be responsible for obtaining all permits and related permit fees associated with the Project. The Client must disclose any known fees in advance of contract signing. Client shall pay sales, use, consumer, and like taxes when applicable, as well as any tariffs relating to the materials to be provided hereunder. Client shall be responsible for securing at its sole expense any other necessary approvals, easements, assessments, or required zoning changes. Core & Main shall be responsible for all taxes measured by Core & Main's income.

9. **Warranty.** The extent of the warranty to be provided by Core & Main is set forth in Appendix B.

10. **Indemnity.** Subject to Section 12 of this Agreement:

(a) Except as otherwise expressly provided in Section 10(b) below, to the extent allowed by state law, Client assumes all liability and risk associated with the use, operation, and storage of any materials and equipment in its custody and control and for property damage, injuries, or deaths associated with or arising out of the use and operation of the Project by Client, except to the extent said damage, injury, or death is the direct result of Core & Main, its employees, and agents.

(b) Core & Main agrees to indemnify, defend and hold Client, its officers and employees harmless from actual and direct losses and damages sustained by Client arising from (a) third party claims to the extent caused by the gross negligence or intentional misconduct of Core & Main, (b) breach of this Agreement or (c) violation of law. To the extent Client has paid Core & Main for its Work, Core & Main shall indemnify and hold Client and its officers and employees harmless from all claims for payment of subcontractors or materialmen hired by Core & Main for Work relating to the Project.

11. **Title and Risk of Loss.** Title and risk of loss for materials and equipment will pass to Client upon delivery to Client at Client's location. If materials are not delivered to Client's location, or if Core & Main is responsible for installation of materials and equipment prior to delivery to Client, then title and risk of loss for materials and equipment will pass to Client upon installation.

12. **Liability.** Core & Main's liability under this Agreement shall not exceed the total dollar amount of this Agreement. NEITHER CORE & MAIN NOR CLIENT SHALL BE RESPONSIBLE TO EACH OTHER FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, EXEMPLARY OR SPECIAL DAMAGES RESULTING IN ANY FORM FROM THE PROJECT, WHETHER ARISING OUT OF WARRANTY, INDEMNITY, TORT, CONTRACT, OR OTHERWISE.

13. **Insurance.**

(a) During the Term of this Agreement Core & Main will procure and maintain at its own expense the following insurance coverage:

(1)	General Liability	\$1,000,000/occurrence, \$2,000,000 aggregate
(2)	Automobile Liability	\$1,000,000 combined single limit
(3)	Worker's Compensation, including Employer's Liability	As required by law
(4)	Umbrella Liability	\$5,000,000

(b) Core & Main will add Client as an additional insured on the above policies except Workers' Compensation. Core & Main shall provide a certificate of insurance evidencing the above coverage. Notice of cancellation will be provided 30 days in advance.

(c) Core & Main will require its Subcontractors to provide a certificate of insurance evidencing coverage acceptable to Core & Main, and to include Client and Core & Main as additional insureds.

14. **Safety.** Core & Main shall have the primary responsibility for all safety precautions and programs necessary to complete its Work associated with the Project. Core & Main agrees to comply with all applicable regulations,

ordinances, and laws relating to safety. It shall be the responsibility of Client, however, to assure that the sites controlled by Client at which Core & Main is expected to perform its Work are safe sites.

15. Hazardous Materials. The Project and the Work expressly excludes any Work of any nature associated or connected with the identification, abatement, cleanup, control, removal, or disposal of hazardous materials or substances. Client warrants and represents that, to the best of Client's knowledge, there is no asbestos or other hazardous materials in the Project premises in areas that Core & Main shall be required to perform work that in any way will affect Core & Main's ability to complete the Project. If Core & Main is made aware or suspects the presence of hazardous materials, Core & Main reserves the right to stop work in the affected area and shall immediately notify Client. It shall remain Client's responsibility to correct the condition to comply with local and federal standards and regulations. Core & Main shall not be responsible for any Claims that result from the presence of hazardous materials.

16. Delays and Access. In the event of any delay, including but not limited to Force Majeure or delays caused by Client, Core & Main will notify Client in writing of the existence and nature of the delay. Client and Core & Main will then mutually agree upon any new completion dates, and pricing or payment terms for the Work contemplated by this Agreement. Nothing in the foregoing sentence shall be deemed to relieve Client from its obligation to provide Core & Main and its subcontractors reasonable and safe access to facilities that are necessary for Core & Main to complete the Work.

17. Compliance. Core & Main and Client will comply with all applicable laws, statutes, rules, regulations, ordinances, codes, and orders of any governmental bodies, agencies, authorities, and courts having jurisdiction.

18. Dispute Resolution.

(a) The Parties will attempt in good faith to resolve through negotiation any dispute, claim or controversy arising out of or relating to this Agreement. Either Party may initiate negotiations by providing written notice to the other Party, setting forth the subject of the dispute and the relief requested. The recipient of such notice will respond in writing within 7 business days from receipt with a statement of its position on, and recommended solution to, the dispute. Thereafter the Parties will attempt to resolve the dispute through negotiations conducted in good faith. If the dispute is not resolved by these negotiations within 30 business days following the date of the initial written notice, the matter will be resolved in accordance with Section 18(b) below.

(b) The Parties agree that in the event any dispute between them relating to this Agreement is not resolved under Section 18(a) above, exclusive jurisdiction shall be in the trial courts located within DuPage County, any objections as to jurisdiction or venue in such court being expressly waived.

(c) All disputes arising out of this Agreement shall be governed by, and construed in accordance with, the laws of the State of Illinois, without giving effect to any choice of law or conflict of law rules or provisions (whether of the State or any other jurisdiction) that would cause the application hereto of the laws of any jurisdiction other than the laws of the State.

19. Attorney's Fees. In the event of any litigation between Parties hereto arising from or with respect to this Agreement, the Parties will each bear their own attorneys' fees and costs of the action.

20. Assignability. Neither Party may assign, delegate or otherwise transfer this Agreement or any of its rights or obligations hereunder without the other Party's prior written consent.

21. Notices. All notices and communications related to this Agreement shall be made in following address:

If to Client: City of Darien

If to Core & Main: Core & Main LP
220 S. Westgate Drive
Carol Stream, IL 60188

With a copy to:

Legal Department
Core & Main LP
1830 Craig Park Court
St. Louis, MO 63146
Ph: (314) 432-4700
Fax: (314) 432-2550

22. Binding Effect. Client and Core & Main each represent and warrant to the other that this Agreement has been duly authorized, executed and delivered by such Party and constitutes a legal, valid and binding agreement enforceable against such Party in accordance with its terms.

23. Modifications. This Agreement shall not be modified in any respect except by a written document signed and agreed to by both Core & Main and Client.

24. Severability. Any term or provision found to be prohibited by law or unenforceable shall be ineffective to the extent of such prohibition or unenforceability without, to the extent reasonably possible, invalidating the remainder of this Agreement.

25. Privacy. The Privacy Policy of Core & Main may be accessed at the following URL:
www.coreandmain.com/privacy-policy/.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first above written.

“CORE & MAIN”

CORE & MAIN LP

By: _____

Printed Name: _____

Printed Title _____

“CLIENT”

CITY OF DARIEN, IL

By: _____

Printed Name: _____

Printed Title _____



Appendix A

Project Scope

1. **Summary of Work.** The Summary of Work for the Project contemplated hereunder consists of providing and installing (if applicable) all Project materials and equipment as listed in Exhibits A-1, A-2, A-3, and management of the installation process (if applicable) within the geographic area defined in the propagation study or such other geographic area as otherwise defined herein (the “Utility Service Area”).

2. **Project Implementation Period.** The Project is projected to commence at a time to be agreed by the parties, and will be implemented over an approximate 24-month period of time.

Estimated Construction Schedule

Estimated Start Date of AMI System Installation:	TBD
Delivery and Installation of AMI System	Approximately 6 months (contingent upon material availability)
Estimated Start Date of Meter and Smartpoint Installation:	_____ (contingent upon material availability)
Delivery and Installation of Meters and Smartpoints	Approximately 18 months (contingent upon material availability)

3. **Compensation.** Client agrees to pay Core & Main for the Work, as estimated \$3,293,300.00 for the Project Materials and Installation Services as described in Exhibit A-1, and additionally for each supplemental item as required by Client and agreed by the parties. In addition, Client agrees to pay Core & Main for the Work and Services contemplated by this Installation Contract as set forth in the Master Agreement. Payment term shall be as follows:

(a) **Payment for Project Materials and Supplies.** Client will make payment to Core & Main for Project Materials and Supplies within thirty (30) days of the receipt of an invoice for such Project Materials and Supplies which will be invoiced no more frequently than monthly. No payment shall be made for Project Materials and Supplies, however, until Client shall have issued a related Acceptance Certificate, which Client shall issue promptly following its receipt of Project Materials and Supplies.

(b) **Payment for Installation Services.** Client will make payment to Core & Main for Installation Services within thirty (30) days of the receipt of an invoice for such Services which will be invoiced no more frequently than monthly. No payment shall be made for Installation Services, however, until Client shall have issued an Acceptance Certificate with respect to such Work and Services.

4. **Installation Responsibilities of Core & Main.**

(c) **Project Installation.** Core & Main agrees to perform the Work in accordance with Client’s specifications that are attached hereto during the Project Implementation Period specified above. Core & Main will be responsible for installing the Project according to manufacturer standards and such local standards, if any, as are attached hereto.

(b) **Water Shutoffs.** Core & Main, its agents and subcontractors, will be responsible for shutting off the water to each meter serviced as well as notifying each customer of the water shutoff. Some assistance may be required by Client with the notification of its customers. The installation team will knock on the doors of residential customers as well as leave notifications on their doors. In the case of large commercial customers such as schools, hospitals, nursing homes or any other commercial customer, special efforts will be made to ensure minimum disruption to water needs. In order to prevent any damage from plumbing fixtures that are sensitive to water shutoffs, Core & Main will schedule replacements with these commercial customers and will notify the maintenance personnel when turning the water back on at these facilities.

Regardless of any effort of Core & Main, ultimate responsibility of any and all fixtures inside buildings will remain the responsibility of the end user and/or Client as detailed in any Service Contract that exists between Client and its Customers.

(c) Curb Stops. In the event the service location lacks a curb stop or it is defective, Core & Main or its representative will contact the Client. In this event the Client will either A) authorize Core & Main to repair the defect at the price as listed in Exhibit A-1 or as otherwise agreed by the Parties or, B) repair the defect with Client's forces and notify Core & Main that the repair has been made or, C) exclude the meter change out from the Project.

(d) Meter Boxes, Vaults, and Roadways. Core & Main is responsible for repairing any damages to meter boxes, vaults, and roadways that result from the installation of the Project; provided, however, that Core & Main shall not be liable for pre-existing conditions or leaks. Core & Main will install new meter boxes as authorized by the Client's representative, with appropriate lid selection to be mutually agreed upon.

(e) AMI Infrastructure Work. Core & Main will install any infrastructure included in Exhibit A-2 as specified in the attached Statement of Work. The Statement of Work identifies responsibilities of Core & Main and Client associated with the installation of the infrastructure. Client agrees to perform the responsibilities of Client as set forth in the Statement of Work.

(f) Disposal. Core & Main will be responsible for the disposal of all waste, debris and materials from the installation of the Project.

(g) Certified Installers. In the event this Agreement includes gas or electric meters or should local laws dictate, Core & Main will ensure that the meter installers are certified by the governing board as required.

(h) Liability.

Water Meter Replacement: Core & Main is responsible for any damages that occur within 6" on either side of the water meter resulting from the Project installation. Any damages incurred within this 6" area will be promptly repaired at the expense of Core & Main. Core & Main is not liable for damages outside the 6" zone, either on the water distribution side or on the customer side incurred from the Project installation including shutoff, temporary outage, and restart of water service. Core & Main is not liable for any pre-existing conditions including leaks, faulty workmanship and materials from previous projects or rust. Should such conditions occur (*i.e.* leaks) Core & Main may document them and at Client's written request, repair them for a negotiated price.

Back-Flow Prevention Devices: Core & Main will not be required to install or repair any Back-Flow Prevention Devices. Core & Main assumes no liability or responsibility for the proper functioning of these devices. Core & Main recommends that the Client notify each customer about the potential impact of thermal expansion, but leaves this decision to the discretion of the Client.

(i) Non-Covered Work. Contracted meter change outs contemplate a standard meter change out. In the event that locations exist where conditions require nonstandard work (*i.e.* move a service location etc., move fences for or other customer structures & items for access, install systems in heavy traffic locations alleys, parking lots etc.), Core & Main and the Client will either agree on a price the Client will pay Core & Main to perform the work, or the Client will exclude this work from the Project. Should Core & Main, in its sole discretion, determine that any portion of the Work is unsafe, that portion of the Work will be considered nonstandard and will be excluded from the Project.

5. Responsibilities of Client during Installation.

(a) Owner-Furnished Data. Client shall provide Core & Main all technical data and information in Client's possession, including previous reports, maps, surveys, necessary for Core & Main to perform the Work. Client shall be responsible for identifying the location of meters. Should Core & Main require assistance in finding the meter location, Client shall locate the meter in a timely manner.

(b) Access to Facilities and Property. Client shall make its system facilities and properties available and accessible for inspection by Core & Main and its subcontractors.

(c) Client Cooperation. Client support will be required during implementation of the Project to obtain access to meter boxes/pits, infrastructure sites and to coordinate utility interruptions. Client will provide notification in its billing to its customers that Core & Main is performing the designated work and that possible service interruption may result.

(d) Timely Review. The Client shall examine all invoices and inspect all completed work by Core & Main in a timely manner. In the event that Client fails to make timely payment to Core & Main as a result of Client's delay in inspecting the Work or processing Core & Main's invoice, Core & Main reserves the right to suspend further work without penalty until such time as payment is made. The project completion date will be extended for the same duration of any such delay and suspension of Work.



Exhibit A-1

Project Pricing

(See following pages)

DuPage County RFP with Darien -- OUTDOOR Installation



QTY

Unit Cost

Total

AMI Hardware and Software

		Unit Cost	Total	
M400			\$ -	
1	RNI setup fee - 9856 of 30944 Services	\$ 4,774.00	Part of DuPage County contract. City of Darien to reimburse DuPage County as part of Intergovernmental Agreement for Meter Reading and Billing.	
1	RNI Year 1 Annual Hosting fee 9856 of 30944 Services	\$ 11,874.00		
1	RNI Year 2 Annual Hosting fee	\$ 12,116.00		
1	RNI Year 3 Annual Hosting fee	\$ 12,363.00		
1	RNI Year 4 Annual Hosting fee	\$ 12,615.00		
1	RNI Year 5 Annual Hosting fee	\$ 12,872.00		
1	SA setup fee	\$ 4,500.00		
1	SA Billing Integration fee	\$ 2,000.00		
1	SA Year 1 Annual Hosting fee - 9856 Services	\$ 13,690.00		
1	SA Year 2 Annual Hosting fee	\$ 13,969.00		
1	SA Year 3 Annual Hosting fee	\$ 14,254.00		
1	SA Year 4 Annual Hosting fee	\$ 14,545.00		
1	SA Year 5 Annual Hosting fee	\$ 14,842.00		
TOTAL		\$		-

Sensus SmartPoints

9,856	Sensus 510M SmartPoints single port TC	\$ 85.00	\$ 837,760.00
-	Sensus 510M SmartPoints single port wired	\$ 85.00	\$ -
1	Sensus 520M SmartPoints single port TC	\$ 112.00	\$ 112.00
TOTAL		\$	837,872.00

Meter and SmartPoint Installation

for inside sets or outside sets with existing wire and TP

8,726	Meter & SmartPoint Installation 5/8" - 1"	\$ 133.00	\$ 1,160,558.00
1	Meter & SmartPoint Installation 5/8" - 1" pitset adder	\$ 155.00	\$ 155.00
96	Meter & SmartPoint Installation 1.5"	\$ 330.00	\$ 31,680.00
86	Meter & SmartPoint Installation 2"	\$ 340.00	\$ 29,240.00
35	Meter & SmartPoint Installation 3"	\$ 665.00	\$ 23,275.00
9	Meter & SmartPoint Installation 4"	\$ 835.00	\$ 7,515.00
2	Meter & SmartPoint Installation 6"	\$ 2,220.00	\$ 4,440.00
1	Meter & SmartPoint Installation 8"	\$ 3,890.00	\$ 3,890.00
-	Install SmartPoint only - inside set	\$ 111.00	\$ -
901	Install SmartPoint only - outside set w/o additional wiring	\$ 70.00	\$ 63,070.00
Total		\$	1,323,823.00

for outside sets where additional wiring is needed

-	Install SmartPoint only outside set with additional wiring	\$ 143.00	\$ -
-	Meter and SmartPoint Installation outside set wiring adder for meter sizing above	\$ 72.00	\$ -

Electrical Grounding

-	Install grounding strap around meter 5/8" - 1"	\$ 25.00	\$ -
---	--	----------	------

Scrap Credit for Bronze body meters

8,222	5/8" - 3/4" Meters	\$ 2.00	\$ 16,444.00
503	1"	\$ 3.00	\$ 1,509.00
96	1.5"	\$ 10.00	\$ 960.00
86	2"	\$ 18.00	\$ 1,548.00
35	3"	\$ 28.00	\$ 980.00

9 4"	\$	50.00	\$	450.00
2 6"	\$	62.00	\$	124.00
1 8"	\$	75.00	\$	75.00

Extended Warranty, Training, Project Management fees & misc.

- Annual Infrastructure Maintenance starting in Year 2	\$	2,000.00	\$	-
1 RNI Training	\$	6,350.00	\$	6,350.00
- Project Management fee	\$	12,500.00	\$	-
1 Handheld device to program Sensus SmartPoints	\$	6,500.00	\$	6,500.00
1 3 year performance payment bond	\$	10,000.00	\$	10,000.00
		Total	\$	22,850.00

*Installation is for outside
Sensus sets using existing wire and touchpads
Utility to determine the number of ground straps needed
and installs where wire needs to be installed
SmartPoint pricing based on 4 utilities*

Total less scrap credit **\$ 2,184,545.00**



Note

- 1 * Propagation study determined (4) Basestations required outside smartpoint installation. (4 Utilities)
- 2 * Basestation Pricing includes installation and startup. Basestation pricing subject to change based on site survey.
- 3 * Pricing and installation does not include the backhaul communication link between Basestation to (RNI).
- 4 * Utility responsible to provide electric to Basestation.
- 5 * Contractor not responsible for roof penetrations for TGB installation.
- 6 * Pricing and installation does not include software interface to billing system.
- 7 * Hosting Services subject to a 2% annual increase from Years 5-10.
- 8 * Installation Pricing based on "like for like" meter exchanges. Additional Plumbing determined case by case basis.
- 9 * 5/8" - 1" Pit Set Adder includes labor and 520M Smartpoint. Utility to supply waterproof residential register.
- 10 * 1 1/2" - 8" Pit Set Adder to be determined upon contract. Job site visit required.
- 11 * Final project pricing shall be determined by actual meter quantities installed.
- 12 * Unit pricing supercedes totals
- 13 * Final project unit pricing good until December, 31 2023



QUOTATION

Date: March 1, 2021
 City/Village of: DCPW
 Attn: Valerie Calvente

Subject:DCPW 20-078-PW Quotation for Sensus EM Water Meters (Darlen)

Product	Qty.	UNIT PRICE		EXTENSION
New 5/8"-1" iPERL Water Meters				
5/8" Sensus iPERL Water Meter	1	\$99.00	ea	\$99.00
5/8"x3/4" or 3/4"S Sensus iPERL Water Meter (7 1/2"LL)	7965	\$99.00	ea	\$788,535.00
3/4" Sensus iPERL Water Meter (9"LL)	256	\$112.00	ea	\$28,672.00
1" Sensus iPERL Water Meter	504	\$150.00	ea	\$75,600.00
Section Total:	8726			\$892,906.00
New 1 1/2" - 2" OMNI R2 CPDT Water Meters				
1 1/2" Sensus OMNI R2 Water Meter With Integral Strainer, AMR Output	96	\$388.00	ea	\$37,248.00
2" Sensus OMNI R2 Water Meter With Integral Strainer, AMR Output	43	\$540.00	ea	\$23,220.00
Section Total:	139			\$60,468.00
New 1 1/2" - 8" OMNI C2 CRI Water Meters				
1 1/2" Sensus OMNI C2 Water Meter With Integral Strainer, AMR Output, Pulse Output and Test Outlet	0	\$945.00	ea	\$0.00
2" Sensus OMNI C2 Water Meter With Integral Strainer, AMR Output, Pulse Output and Test Outlet	43	\$1,088.00	ea	\$46,784.00
3" Sensus OMNI C2 Water Meter With Integral Strainer, AMR Output, Pulse Output and Test Outlet	35	\$1,380.00	ea	\$48,300.00
4" Sensus OMNI C2 Water Meter With Integral Strainer, AMR Output, Pulse Output and Test Outlet	9	\$2,395.00	ea	\$21,555.00
6" Sensus OMNI C2 Water Meter With Integral Strainer, AMR Output, Pulse Output and Test Outlet	2	\$4,135.00	ea	\$8,270.00
8" Sensus OMNI C2 Water Meter With Integral Strainer, AMR Output, Pulse Output and Test Outlet	0	\$6,760.00	ea	\$0.00
Section Total:	89			\$124,909.00
New 1 1/2" - 8" OMNI T2 CPDT Water Meters				
1 1/2" Sensus OMNI T2 Water Meter With Integral Strainer, AMR Output, Pulse Output and Test Outlet	0	\$653.00	ea	\$0.00
2" Sensus OMNI T2 Water Meter With Integral Strainer, AMR Output, Pulse Output and Test Outlet	0	\$775.00	ea	\$0.00
3" Sensus OMNI T2 Water Meter With Integral Strainer, AMR Output, Pulse Output and Test Outlet	0	\$965.00	ea	\$0.00
4" Sensus OMNI T2 Water Meter With Integral Strainer, AMR Output, Pulse Output and Test Outlet	0	\$1,880.00	ea	\$0.00
6" Sensus OMNI T2 Water Meter With Integral Strainer, AMR Output, Pulse Output and Test Outlet	0	\$3,385.00	ea	\$0.00
8" Sensus OMNI T2 Water Meter With Integral Strainer, AMR Output, Pulse Output and Test Outlet	1	\$5,745.00	ea	\$5,745.00
Section Total:	1			\$5,745.00
Meter Accessories				
5/8"-1" 6' TR/PL Cable 3-Wire	0	\$28.00	ea	\$0.00
22Ga 3 Conductor Meter Wire (500' Spool)	0	\$50.00	ea	\$0.00
5/8"-1" Ground Clamps	0	\$2.05	ea	\$0.00
#4 Solid Copper Ground Wire (200' Spool)	0	\$175.00	ea	\$0.00
TouchPad	0	\$7.00	ea	\$0.00
5/8" Brass Meter Couplings	0	\$8.85	ea	\$0.00
3/4" Brass Meter Couplings	0	\$9.75	ea	\$0.00
1" Brass Meter Couplings	0	\$15.75	ea	\$0.00
5/8"-3/4" Meter Gaskets (100/Pack)	83	\$9.00	ea	\$747.00
1" Meter Gaskets (100/Pack)	3	\$10.00	ea	\$30.00
1 1/2" Flange Accessory Kit (Bolts, Nuts and Gaskets)	96	\$16.00	pair	\$1,536.00
2" Flange Accessory Kit (Bolts Nuts and Gaskets)	86	\$17.00	pair	\$1,462.00
3" Flange Accessory Kit (Bolts, Nuts and Gaskets)	35	\$16.00	pair	\$560.00
4" Flange Accessory Kit (Bolts, Nuts and Gaskets)	9	\$28.00	pair	\$252.00
6" Flange Accessory Kit (Bolts, Nuts and Gaskets)	2	\$44.00	pair	\$88.00
8" Flange Accessory Kit (Bolts, Nuts and Gaskets)	1	\$52.00	pair	\$52.00

1 1/2" Brass Flange Accessory Kit (Brass Flange,Bolts,Nuts and Gaskets)	0	\$70.00	pair	\$0.00
2" Brass Flange Accessory Kit (Brass Flange,Bolts, Nuts and Gaskets)	0	\$82.00	pair	\$0.00
3" CI Flange Accessory Kit (CI Flange,Bolts, Nuts and Gaskets)	0	\$89.00	pair	\$0.00
4" CI Flange Accessory Kit (CI Flange,Bolts, Nuts and Gaskets)	0	\$128.00	pair	\$0.00
6" CI Flange Accessory Kit (CI Flange,Bolts, Nuts and Gaskets)	0	\$180.00	pair	\$0.00
8" CI Flange Accessory Kit (CI Flange,Bolts, Nuts and Gaskets)	0	\$285.00	pair	\$0.00
3/4" Ford C11 Copperhorn	0	\$72.00	ea	\$0.00
1" Ford C11 Copperhorn	0	\$127.00	ea	\$0.00
3 Year Performance/Payment Bond	1	\$20,000.00	ea	\$20,000.00

Section Total: **\$24,727.00**

Overall Total: **\$1,108,755.00**

NOTE:

- * Meter pricing quantities based on RFP 20-078-PW.
- * 1 1/2 meter pricing quoted as residential type OMNI.
- * 2" meter pricing quoted as 1/2 residential and 1/2 commercial type OMNI.
- * 3"- 6" meters quoted as commercial type OMNI.
- * 8" meters quoted as turbine type OMNI.
- * Brass Meter Couplinge quoted Domestic.
- *Flange accessory pricing quoted with SS nuts and bolts.
- *1 1/2"- 2" flange accessory pricing quoted with brass flanges with SS bolts and nuts.
- *3"- 8" flange accessory pricing quoted with cast iron flanges with SS bolts and nuts.
- * Final project pricing shall be determined by actual meter quantities supplied.

Prices are good until **December 31, 2023**. Delivery can be made from stock to within twelve (12) weeks from receipt of your purchase order. Our terms of payment are net thirty (30) days.

Sincerely,

Jerry Plotke
Meter Systems Manager

Exhibit A-2

Sensus Software and Spectrum Lease Agreement

Software and Spectrum Lease Agreement

between

City of Darien
 ("Customer")

and
Sensus USA Inc.
 ("Sensus")

IN WITNESS WHEREOF, the parties have caused this Software 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: 5 Years ("Initial Term"). At the end of the Initial Term, this Agreement shall automatically renew for an additional term of 5 years ("Renewal Term"). The "Term" shall refer to both the Initial Term and the Renewal Term.

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 and Spectrum Lease between Sensus and Customer. Together, these two parts create the Agreement.

Sensus USA Inc.

Customer: City of Darien

By: _____
 Name: _____
 Title: _____
 Date: _____

By: _____
 Name: _____
 Title: _____
 Date: _____

Contents of this Agreement:

- Part 1: Notification for Spectrum Manager Lease
- Part 2: Agreement
 - Exhibit A Software
 - Exhibit B Technical Support

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:			
Attention To:		Name of Real Party in Interest:	
Street Address:			City:
State:	Zip:	Phone:	
Fax:		Email:	

Is Customer contact information same as above? Yes No (If No, complete box 2 below)

2.

Additional Customer/Lessee Contact Information

Company Name:			
Attention To:			
Street Address:			City:
State:	Zip:	Phone:	
Fax:		Email:	

3.

Customer/Lessee is a(n) (Select one): <input type="checkbox"/> Individual <input type="checkbox"/> Unincorporated Association <input type="checkbox"/> Trust <input type="checkbox"/> Government Entity <input type="checkbox"/> Corporation <input type="checkbox"/> Limited Liability Company <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input type="checkbox"/> Limited Liability Partnership <input type="checkbox"/> Consortium <input type="checkbox"/> Other _____			
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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 <u>not</u> 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:

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	
Title:	
Email:	Phone:

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.

	US Citizen?	Ownership Disclosure?
Mayor:	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
Council Member:	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
Council Member:	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
Council Member:	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No

Council Member:	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
Council Member:	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
Council Member:	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
Council Member:	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
Council Member:	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input 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 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 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 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 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 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 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 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 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 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 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 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 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.

City of Darien			
By:		Title:	
Name:		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, licensed Software, 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. Software License.
 - i. License.
 - (a) Subject to all the terms and conditions of this Agreement, Sensus hereby grants to Customer for the Ongoing Fees, a nonexclusive, non-transferable, royalty-bearing license under Sensus' intellectual property rights (the "Software License") to use the Licensed Software for the Permitted Use. The Software License is personal to Customer and is nonpublicable to Affiliates or other third parties. Customer shall have no rights to the Licensed Software other than those expressly granted in this Section; this Software License contains no implied licenses. Customer shall not use the Licensed Software other than for the Permitted Use.
 - (b) Except as expressly authorized in accordance with the Permitted Use, Customer shall not (and shall not attempt to): (a) use, copy, adapt, translate, publish, display, sublicense, rent, lease, lend, transfer or distribute the Licensed Software, related documentation, or any copy thereof; (b) improve, enhance, revise, modify or make any other derivatives of the Licensed Software, related documentation or any copy or part thereof. Customer shall not reverse assemble, reverse compile, reverse engineer or otherwise translate or decode the Licensed Software or any part thereof, or any copy thereof. Sensus' suppliers of software and documentation (or any part thereof) are beneficiaries of this provision. Customer shall not destroy, remove or otherwise alter any proprietary notices (including, but not limited to, copyright notices) on the Licensed Software or related documentation, or any copy thereof, and agrees to reproduce any such notice(s) on any copy thereof it makes pursuant to this Software License.
 - (c) All software licenses provided hereunder shall commence on the Effective Date and shall terminate immediately when this Agreement expires or is earlier terminated for any reason or if Customer uses the Software provided hereunder other than for the Permitted Use.
 - ii. Access to Licensed Software. Customer shall ensure that only Customer employees and Customer independent contractors who need access to the Licensed Software for Customer to obtain the benefits of this Agreement may access it. Customer is liable for ensuring that its employees and independent contractors abide by the terms of this Agreement.
 - iii. Third Party Software.
 - (a) In addition to the Licensed Software, Sensus shall provide Customer with certain third party software (which may contain open source software), as determined by Sensus from time to time (the "Bundled Third Party Software"). Customer acknowledges that it has received the terms and conditions of the Bundled Third Party Software ("Third Party EULAs"). Customer accepts the Third Party EULAs and agrees to comply with the terms of such Third Party EULAs.
 - (b) Exhibit A contains, under the heading Non-Bundled Third Party Software, certain third party software ("Non-Bundled Third Party Software"). Customer must license the Non-Bundled Third Party Software directly from third party licensors in order to operate the FlexNet System.
 - (c) Customer acknowledges that both the Bundled Third Party Software and the Non-Bundled Third Party Software are subject to various rights and restrictions in favor of or imposed by the licensors thereof and that Customer's use of the Bundled Third Party software and/or Non-Bundled Third Party Software is subject to all such rights and restrictions. Sensus provides no warranty, indemnity nor support of or in relation to any third party software. All such rights and obligations are a matter strictly between Customer and the relevant third party licensors.
 - iv. Support and Maintenance.
 - (a) For so long as the Customer pays the Ongoing Fees, Sensus shall provide Customer with ongoing Licensed Software Patches, Updates, ongoing Licensed Software maintenance and remote telephone support of the Licensed Software according to the terms set forth in Exhibit B. Upgrades are not included hereunder and shall be priced separately.
 - (b) Sensus will support and will maintain compatibility with the most recent Release and the two prior Releases ("Previous Releases"). If Customer requires support for versions that were released earlier than the Previous Releases, Customer's Ongoing Fees for Licensed Software maintenance shall increase by thirty-three percent (33%) per year until Customer upgrades to a supported version of the Licensed Software.
 - v. Effect of Termination. Upon the termination of the Software License, all rights of the Customer to use the Licensed Software shall immediately cease and Customer shall promptly remove and return to Sensus all copies of the Licensed Software and any related documentation and shall instruct all its employees that further use of the Licensed Software is prohibited.
 - C. 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@xylem.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.
 - F. **Software Implementation.** Sensus shall install and configure the Software and shall install the Software on the Server Hardware.
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. 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. As used herein, "Service" means Sensus' obligations under this Agreement.
 - iv. **Access to Customer Data.** Within 45 days of Customer's written request, Sensus will provide Customer a copy of the previous 24 months CMEP interval file and deliver the file to a drop location specified by Customer.
- F. **Data Privacy.** Customer acknowledges that Sensus and its Affiliates (collectively, "Xylem") will collect and process personal data for the purposes outlined in this Agreement. Xylem's data privacy policy is available at <https://www.xylem.com/en-us/support/privacy/>. Customer acknowledges that it has read and understood Xylem's privacy policy and agrees to the use of personal data outlined therein. The collection and use of personal data by Customer is Customer's responsibility.
- G. **Confidentiality.** Except as may be required under applicable law, court order, or regulation, or to the extent required to perform and enforce this Agreement, both parties shall (and shall cause their employees and contractors to) keep all Confidential Information strictly confidential and shall not disclose it to any third party. The Confidential Information may be transmitted orally, in writing, electronically or otherwise observed by either party. Notwithstanding the foregoing, "Confidential Information" shall not include; (i) any information that is in the public domain other than due to Recipient's breach of this Agreement; (ii) any information in the possession of the Recipient without restriction prior to disclosure by the Discloser; or (iii) any information independently developed by the Recipient without reliance on the information disclosed hereunder by the Discloser. "Discloser" means either party that discloses Confidential Information, and "Recipient" means either party that receives it.
- H. **Compliance with Laws.** Customer shall comply with all applicable country, federal, state, and local laws and regulations, as set forth at the time of acceptance and as may be amended, changed, or supplemented. Customer shall not take any action, or permit the taking of any action by a third party, which may render Sensus liable for a violation of applicable laws.
- i. **Export Control Laws.** Customer shall; (i) comply with all applicable U.S. and local laws and regulations governing the use, export, import, re-export, and transfer of products, technology, and services; and (ii) obtain all required authorizations, permits, and licenses. Customer shall immediately notify Sensus, and immediately cease all activities with regards to the applicable transaction, if the Customer knows or has a reasonable suspicion that the equipment, software, or services provided hereunder may be directed to countries in violation of any export control laws. By ordering equipment, software or services, Customer certifies that it is not on any U.S. government export exclusion list.
 - ii. **Anti-Corruption Laws.** Customer shall comply with the United States Foreign Corrupt Practices Act (FCPA), 15 U.S.C. §§ 78dd-1, et seq.; laws and regulations implementing the OECD's Convention on Combating Bribery of Foreign Public Officials in International Business Transactions; the U.N. Convention Against Corruption; the Inter-American Convention Against Corruption; and any other applicable laws and regulations relating to anti-corruption in the Customer's county or any country where performance of this Agreement, or delivery or use of equipment, software or services will occur.
- I. **Non-Waiver of Rights.** A waiver by either party of any breach of this Agreement or the failure or delay of either party to enforce any of the articles or other provisions of this Agreement will not in any way affect, limit or waive that party's right to enforce and compel strict compliance with the same or other articles or provisions.
- J. **Assignment and Sub-contracting.** Either party may assign, transfer or delegate this Agreement without requiring the other party's consent; (i) to an Affiliate; (ii) as part of a merger; or (iii) to a purchaser of all or substantially all of its assets. Apart from the foregoing, neither party may assign, transfer or delegate this Agreement without the prior written consent of the other, which consent shall not be unreasonably withheld. Furthermore, Customer acknowledges Sensus may use subcontractors to perform RF Field Equipment installation, the systems integration work (if applicable), or project management (if applicable), without requiring Customer's consent.
- K. **Amendments.** No alteration, amendment, or other modification shall be binding unless in writing and signed by both Customer and by a vice president (or higher) of Sensus.

- L. **Governing Law and Dispute Resolution.** This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Delaware. Any and all disputes arising under, out of, or in relation to this Agreement, its negotiation, performance or termination ("Disputes") shall first be resolved by mediation between the Parties. TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE PARTIES AGREE TO A BENCH TRIAL AND THAT THERE SHALL BE NO JURY IN ANY DISPUTES.
 - M. **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 and analyzing data from Customer's Field Devices in the Service Territory. The Permitted Use does not include reading third devices not provided by Sensus or reading Field Devices outside the Service Territory.
 - O. "**R100 Unit**" identifies the Sensus standalone, mounted transceiver that takes the radio frequency readings from the SmartPoint Modules and relays them by radio frequency to the relevant FlexNet Base Station or directly to the RNI by TCP/IP backhaul communication, as the case may be.
 - P. "**Release**" means both Updates and Upgrades.
 - Q. "**Remote Transceiver**" identifies the Sensus standalone, mounted relay device that takes the radio frequency readings from the SmartPoint Modules and relays them directly to the RNI by TCP/IP backhaul communication.
 - R. "**RF Field Equipment**" means, collectively, FlexNet Base Stations, R100 units (if any) and Remote Transceivers (if any).
 - S. "**RNI**" identifies the regional network interfaces consisting of hardware and software used to gather, store, and report data collected by the FlexNet Base Stations from the SmartPoint Modules. The RNI hardware specifications will be provided by Sensus upon written request from Customer.
 - T. "**RNI Software**" identifies the Sensus proprietary software used in the RNI and any Patches, Updates, and Upgrades that are provided to Customer pursuant to the terms of this Agreement.
 - U. "**Service Territory**" identifies the geographic area where Customer utilizes Sensus equipment to provide services to End Users as of the Effective Date. This area will be described on the propagation study in the parties' Spectrum Lease filing with the FCC.
 - V. "**Server Hardware**" means the RNI hardware.

- W. *"SmartPoint™ Modules"* identifies the Sensus transmission devices installed on devices such as meters, distribution automation equipment and demand/response devices located at Customer's End Users' premises that communicate with the relevant devices and transmit those communications by radio frequency to the relevant piece of RF Field Equipment.
- X. *"Software"* means all the Sensus proprietary software provided pursuant to this Agreement, and any Patches, Updates, and Upgrades that are provided to Customer pursuant to the terms of this Agreement. The Software does not include any third party software.
- Y. *"Updates"* means releases of the Software that constitute a minor improvement in functionality.
- Z. *"Upgrades"* means releases of the Software which constitute a significant improvement in functionality or architecture of the Software.
- AA. *"WAN Backhaul"* means the communication link between FlexNet Base Stations and Remote Transceivers and RNI.

Exhibit A
Software

Software as a Service

1. Description of Services.

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

A. Software as a Service Generally.

Software as a Service is a managed service in which Sensus will be responsible for the day-to-day monitoring, maintenance, management, and supporting of Customer's software applications. In a Software as a Service solution, Sensus owns all components of the solution (server hardware, storage, 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
- Sensus Analytics
 - Enhanced Package

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) hours, using no more than a twenty-four (24) hour old backup. All meter-related data shall be pushed from each Base Station/TGB restoring the database to real-time minus external interfaced systems from the day prior.
 - (k) Data from external interfaced systems shall be recreated within a forty-eight (48) hour period with the assistance of Customer personnel and staff, as needed.
- E. Customer Responsibilities:
- i. Coordinate and schedule any changes submitted by Sensus to the system in accordance with standard configuration and change management procedures.
 - ii. Participate in all required configuration and change management procedures.
 - iii. Customer will log incidents related to the managed Application with Sensus personnel via email, web portal ticket entry, or phone call.
 - iv. Responsible for periodic processing of accounts or readings (i.e., billing files) for Customer's billing system for billing or other analysis purposes.
 - v. Responsible for any field labor to troubleshoot any SmartPoint modules or smart meters in the field in populations that have been previously deployed and accepted.
 - vi. First response labor to troubleshoot FlexNet Base Station, R100s, Remote Transceivers or other field network equipment.
 - vii. Responsible for local area network configuration, management, and support.
 - viii. Identify and research problems with meter reads and meter read performance.
 - ix. Create and manage user accounts.
 - x. Customize application configurations.
 - xi. Support application users.
 - xii. Investigate application operational issues (e.g., meter reads, reports, alarms, etc.).
 - xiii. Respond to alarms and notifications.
 - xiv. Perform firmware upgrades over-the-air, or delegate and monitor field personnel for on-site upgrades.
- F. Software as a Service does not include any of the following services:
- i. Parts or labor required to repair damage to any field network equipment that is the result of a Force Majeure event.
 - ii. Any integration between applications, such as Harris MeterSense, would require a Professional Services contract agreement to be scoped, submitted, and agreed in a signed writing between Sensus and all the applicable parties.

If an item is not listed in subparagraphs in item (D) above, such item is excluded from the Software as a Service and is subject to additional pricing.

2. Further Agreements

A. System Uptime Rate.

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

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

- 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. Sensus Analytics

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

- A. **Essential Package.** The Essential Package of the Sensus Analytics Application shall consist of the following modules:
- i. **Device Access**
 - a. Allows search for meter details by using data imported from the billing system or the Sensus Device ID or AMI ID.
 - b. Allows a view of the meter interval or register reads.
 - c. Meter data is available to be copied, printed, or saved to certain user programs or file formats, specifically CSV, PDF, and Spreadsheet.
 - d. Allows the current and historical data to be viewed.
 - e. Allows the current usage to be compared to historical distribution averages.
 - f. Allows the user to see the meter location on a map view.
 - g. Allows notifications for an event on a single meter to be forwarded to a Customer employee.
 - h. Allows details to be viewed about a meter – (dependent on the data integrated from other systems).
 - ii. **Meter Insight (provides the following)**
 - a. # of active meters.
 - b. # of orphaned meters with drill down to the list of meters.
 - c. # of inactive meters with usage drill down to the list of meters.
 - d. # of stale meters with drill down to the list of meters.
 - e. # of almost stale meters with drill down to the list of meters.
 - f. # of meters where no read is available with drill down to the list of meters.
 - g. # of meters with maximum threshold exceptions with drill down to the list of meters.
 - h. # of meters with minimum threshold exceptions with drill down to the list of meters.
 - i. # of unknown radios with drill down to the list of meters.
 - iii. **Report Access**
 - a. Allows the user to see meter alarms and choose a report from a list of standard reports.
 - b. Master Route Register Reads: Shows the latest reads for all meters within specified time window.
 - c. Meter Route Intervals Reads: Allows users to inspect intervals of a single meter over a period of time.
 - d. Master Route No Readings: List all meters that are active in the system, but have not been sending reads within the specified time window.
 - e. Consumption Report: List meters' consumption based on meter readings within the specified time window.
 - f. Zero Consumption for Period: List meters whose readings do not change over a period of time.
 - g. Negative Consumption: Shows the number of occurrences and readings of negative consumption for the last 24hr, 48hr and 72hr from the entered roll up date.
 - h. High Low Exception Report: Displays meters whose reads exceed minimum or/and maximum threshold, within a time range.
 - i. Consumption vs Previous Reported Read: Compares latest reading (from RNI) with last known read received from CIS.
 - j. Consumption Exception 24 hour Report: This report shows meters that satisfy these two conditions: (1) The daily average consumptions exceed entered daily consumption threshold; (2) The number of days when daily thresholds are exceeded are greater than the entered exception per day threshold.
 - k. Endpoint Details: Shows the current state of meters that are created within the specified time range.
 - l. Orphaned Meters: List meters that are marked as 'orphaned', which are created as of entered Created as of parameter.
 - m. Billing Request Mismatch: Displays meters in a billing request that have different AMR id with the ones sent by RNI. It also shows AMR id in billing request that have different meter Id in the RNI. Users must enter which billing request file prior to running the report.
 - n. All Alarms Report: List all alarms occurred during a time window. Users can select which alarm to show.
 - iv. **Billing Access**
 - a. Initiate the creation of billing export files formatted to the import needs of the billing system.
 - b. Receive billing request files from the billing system to identify what meters to include in the billing export file in the case where billing request file option is used.
 - c. Provides a repository of past billing files that were either used for billing preparation or actually sent to the billing system.
 - d. Will store created billing files for a period of three years unless otherwise denoted.
 - e. The system will allow creation of test files before export to the billing system.
 - v. **Billing Adaptor**
 - a. The underlying configurator and tools mapping the extraction of billing data to enable integration to the utility's billing system.
 - vi. **Data Store**
 - a. Allows storage of meter reading data including Intervals, Registers, and Alarms to be stored.
 - b. Stored data is available online for reports and analysis.
 - c. Data will be retained for 3 years. Additional duration can be purchased.
- B. **Enhanced Package.** The Enhanced Package shall consist of the modules listed above in the Essential Package, as well as the following additional modules:
- i. **Alarm Insight**
 - a. Allows the user to summarize and filter alarms by a date range.
 - b. Allows the user to review all alarm types on a single screen.
 - c. The user can filter out the alarms not wanted on the screen.
 - d. Alarm totals can be visualized.
 - e. Adds a view of trending alarms over time.
 - f. Click to drill down on an alarm to gain more information on specific events.
 - g. Click to analyze a specific event on a particular device.
 - ii. **Alert Manager**
 - a. Allows creation of alert groups who will be notified when an alarm occurs.
 - b. Users can manage alert groups by adding and removing group members.
 - c. Allows selection of notification method for how end users in the group will be notified; email or SMS (text message).

- d. Allows creation of an alert from the available system events from smart points and assign to a group.
- e. Monitors the systems meters for events. When an event is triggered, all users in the group will be notified.

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

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

4. **Third Party Software.**

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

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

Subscription:	End User License Agreement:
Red Hat Enterprise Linux	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: 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.
- 7.3. A Dell-provided three-year ProSupport hardware service plan plus a 4 hour Mission Critical upgrade accompanies the server/system hardware that Sensus procures on behalf of the customer. Sensus does not warrant third party server hardware. The customer may renew the ProSupport service plan directly with Dell. The Dell Master Services Agreement and Pro Support for IT Services Description documents may be found at www.dell.com/service contracts.
- 7.4. Sensus procures certain third party software licenses (e.g. Red Hat Enterprise Linux) required to operate the FlexNet-based applications on the Dell hardware. Sensus registers all the applicable third party software licenses in the customer's name and ships all documentation and licensing information to the customer with the server. The customer is responsible for maintaining all third party software licenses.
- 7.5. In the event of a server hardware failure at the customer site, Sensus will provide replacement Sensus proprietary software (e.g., RNI Software) either on digital media or downloadable from an internet site, as necessary. The method of software redistribution is at Sensus' discretion. The customer is responsible for re-installing the replacement software. Sensus installation support is not covered under this standard Technical Support program but may be provided as a fee-based service.

Exhibit A-3

Acceptance Certificate

Client under the Master Project Agreement (the "Master Agreement") with Core & Main hereby certifies:

This Acceptance Certificate is a Partial/Final (Circle one) Acceptance Certificate delivered under the Procurement, Installation, and Management Contract (the "Installation Contract") to which it is attached.

1. The Project Materials and Supplies listed on the attached invoice (or in the event of a final Acceptance Certificate all Project Materials and Supplies provided under the Installation Contract and the Master Agreement), have been delivered to the 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 an all respects satisfactory to the undersigned and complies with the terms of the Installation contract, subject, however, to the warranty provided in Section 9 of the Master Agreement.
3. Based on and the acceptance set forth herein, Client agrees that the Manufacturer's Warranty Period on all water equipment shall be deemed to have begun on the date when the manufacturer shipped such equipment and that the Manufacturer's Warranty Period shall end in accordance to the referenced warranties in Appendix D, Exhibit D1.
4. Client has examined all Work and Services performed by Core & Main and covered by the related invoice and finds such Work and Services to have been performed in a workmanlike manner in accordance with all applicable specifications. Client therefore accepts such Work and Services. Base on the acceptance set forth herein, Client agrees that the Warranty Period for the Work and Services shall end in accordance with the referenced warranties in Appendix D.

Agreement to and Accepted as of _____, by:

"CLIENT"

CITY OF DARIEN, IL

By: _____

Printed Name: _____

Printed Title: _____

Exhibit A-4

Statement of Work (Sale through VAR)

General Responsibilities:

Core & Main will:

1. Provide a project manager to coordinate all FlexNet installation activities with the Client and be the main contact point between the Client and Sensus during the infrastructure and SmartPoint Module deployment phase. The project manager will coordinate training activities and all installation activities with Sensus field engineers and contract installation crews hired by Client.
2. Provide Client a Sensus certified propagation study that determines the locations best suited for installation of the BASESTATION's and to ensure proper communications with end point transmitters and the RNI.
3. Work with Sensus to commission the RNI hardware and software remotely.
4. Work with Sensus to obtain final network acceptance and approval to install endpoint devices
5. Schedule training familiarization / operators training for head end software to Client identified personnel at the Client's location.
6. Hire a qualified installation contractor to install the antennae and cable that runs between the basestation and the antenna.

Client will:

1. Provide a key point of contact, contact information, for project management activities to work with the Core & Main project manager to help facilitate a timely installation of the FlexNet system.
2. Hire a qualified installation contractor to install the BASESTATION equipment and run all data and power cables between the power supply and the BASESTATION.
3. Perform all site preparation work for the RNI and BASESTATIONS.
4. Be responsible to provide the network infrastructure in the Power and RNI Location areas, including network cabling and power to the sites where the BASESTATIONS will be installed.
5. Be responsible for monthly and annual fees associated with the network access for all sites where network access is needed.
6. Be responsible to provide communications link between the Regional Network Interface (RNI) and BASESTATION.
7. Purchase any routers, hubs, mounting equipment, uninterruptible power supply and/or security equipment needed to connect the RNI to the Client's internal network.
8. Be responsible for the installation of Meters, SmartPoint Modules, Load Control, Home Area Network, and Automation Devices.

RNI Responsibilities:

The RNI will be a SAAS model that will be stored at one of Sensus secure data sites. If Owned Model is available Client will be required to purchase the servers through Sensus and provide adequate power and room to house the servers.

Core & Main will:

1. Supply the RNI hardware and data management software necessary to operate on the RNI hardware.
2. Work with Sensus to obtain final configuration of all software and RNI hardware for operation with the FlexNet network.
3. Work with Sensus to Test, and verify proper network connectivity to access the BASESTATION.

Client will:

1. Purchase all needed FlexNet (RNI) computer equipment.
2. Be responsible for fees associated with acquiring and maintaining the static IP addresses needed to access network equipment located at the BASESTATION site.
3. Provide the necessary static IP addresses for the FlexNet system components.
4. Be responsible to secure a suitable contractor to connect the data management software to the billing system to allow for data to be imported for billing purposes.
5. Provide remote network access to the FlexNet BASESTATION network to Sensus. This provides Sensus Technical Services personnel the ability to perform ongoing system support and troubleshooting.

Infrastructure Site Responsibilities

BASESTATION AND/OR R100 UNITS:

(References to BASESTATIONS will be interchangeable with R100 Units, as applicable.)

Core & Main will:

1. Instruct Client concerning infrastructure site preparation work, and verify work is done correctly.
2. Coordinate the installation and commissioning of FlexNet Infrastructure for proper operation.
3. Hire a competent contractor to install the antenna and related components.
4. Provide the necessary antennas, mounts, cable and other antenna components for the BASESTATIONS.
5. Not be held responsible for damage to any interior/exterior coatings on water tanks that result from welding of antenna mounts to tanks. Parties will agree to a scope of work prior to installation.

Client will:

1. Purchase the required number of BASESTATIONS.
2. Be responsible to provide an area at the BASESTATION site for installation if the BASESTATION is installed at a Client provided site.
3. Be responsible to provide a 120 VAC power source to the BASESTATION. All necessary electric requirements which will include 120 VAC Non GFI receptacles to be at the final location of the BASESTATION installation. If trenching of the power line is needed, the Client will be responsible to provide the necessary trenching, conduit, and cabling needed to supply power from the power source outlet to the base station cabinet. All electrical equipment will be installed in accordance with local codes.
4. Hire a certified electrician to connect all power to the BASESTATION.
5. Be responsible to provide network access at the site where the BASESTATION is located. Client should consult with Core & Main about the available options for network connections between BASESTATION and RNI.
6. Be responsible to provide any conduit and/or trenching required to provide cabling requirements from the tower site to the BASESTATION installation.
7. Be responsible to provide CAT 5 UV and weather resistant network cable from the network service provider access link to the cabinet.
8. Be responsible to provide any conduit or trenching needed to run the data cable to the BASESTATION. Client is responsible to assure that data cable is located to final location of the BASESTATION.
9. Be responsible to provide security at BASESTATION location.
10. Be responsible to provide sufficient foundation to secure the outdoor cabinet should an outdoor cabinet be required to house the BASESTATION. This foundation will consist of a concrete pad or steel structure that is designed to hold 600 lbs per square inch.

11. Be responsible to provide 240 VAC of power to the BASESTATION unit should an outdoor cabinet be required. Receptacles to be located within 1 foot of the final location of the BASESTATION installation. If trenching of the power line is needed, the Client will be responsible to provide the necessary trenching, conduit, and cabling needed to supply power from the power source outlet to the base station cabinet. All electrical equipment will be installed in accordance with local codes. 1
12. Be responsible for installing grounding material at the location of the BASESTATION installation. At a minimum, the material should consist of # 4 or #2 stranded copper wire which will connect to the BASESTATION.
13. Be responsible for proper ground field at the BASESTATION site.
14. Be responsible for getting access/permission to any structure that is not owned by the Client.
15. Prepare the site for the BASESTATION by completing the below tasks:
 - a. Site must have a network connection available for the BASESTATION to communicate with RNI. The Ethernet connector on the BASESTATION unit is an RJ-45 type, 10/100 auto signaling rate. Minimum WAN bandwidth requirements are 128 kbps with a redundant path. Any network equipment to interface the BASESTATION such as Juniper router / firewall, switches, etc. will be Client provided.
 - b. Client will supply connectivity information to Sensus (IP address, default gateway, sub-net mask, etc.)
 - c. Provide suitable antenna mounting structure such as a tower, mono-pole, or building that is capable of supporting the weight of the antenna, cable, mounting hardware and wind loading.
 - d. Indoor site should have adequate room for the rack facilitating opening of both front and rear doors, and an available 120V grounded outlet within 10 feet.
 - e. Outdoor site installation single phase 240 VAC 30 amp circuit from Meter bank to disconnect panel on BASESTATION
 - f. Outdoor site shall have installation of BASESTATION concrete support pad or suitable steel support structure with a minimum loading capacity of 600lb. Sq.ft.
 - g. Indoor site should have adequate environmental control/ventilation. Recommended environmental ranges are shown in Appendix A of the Tower Gateway Base Station Installation Manual. Although the unit is capable of operation in extreme temperatures, maintaining a moderate and constant temperature environment will promote trouble-free service and long life.
 - h. Site must have all RF, and power connections properly surge arrested to prevent damage in the event of a major lightning strike. A Halo type building ground installation with a tie available to connect to the rack ground bar is recommended

SmartPoint Module Installation Responsibilities

Core & Main will:

1. Install or hire a qualified installation contractor to install all Endpoints to be used in the AMI System.
2. Be responsible for quality assurance for their personnel and/or an installation contractor as it relates to proper installation of Endpoints.
3. Visit and troubleshoot Endpoints that are not reporting into the system. Investigate any non-reporting Endpoints to ensure that there are no cut wires, improper installations, improper programming and resolve all data entry errors in the system.
4. Assign an internal and/or installation contractor auditor to ensure installation work is correct. Core & Main will engage Sensus to train this individual to properly identify and correct any known problems in the field. This individual will be the primary contact to troubleshoot, identify and correct non reporting Endpoints and installation errors.
5. Once the installer has completed troubleshooting of installation issues, Core & Main will engage Sensus to investigate the remaining Endpoints to identify and fix any coverage issues.
6. Coordinate with Sensus to establish the Endpoints installation schedule, shipment quantities, and overall project timeline.

Client will:

1. Purchase Endpoints. “Endpoint”, in this Exhibit only, means a Sensus meter or a Sensus SmartPoint Module installed on a third party meter.

Miscellaneous Responsibilities

Client will:

1. Be responsible for the payment of any taxes, renewal, regulatory or license fees associated with the network hardware and software.
2. Be responsible for applying for and purchasing any needed work permits.

Appendix B

WARRANTY

The warranties on Work shall be as follows:

1. Project Materials and Supplies.

(a) General. Meters and equipment that Client purchases from Core & Main are warranted by the manufacturer to be free from Manufacturers' Defects for the period specified in the manufacturer's warranty. A copy of the present warranty of each manufacturer that will supply meters and equipment as part of the Project is attached hereto as Exhibit BD-1. The term of such manufacturer's warranty shall be as set forth in such attached warranty (as the same may be changed from time to time during the course of the performance of the Agreement, but with changes to apply only to purchases of meters and equipment occurring after the change becomes effective), but generally the start date for meter and equipment warranties is the date of the manufacturer's shipment of such meters and equipment ("Manufacturer's Warranty Period"). PROJECT MATERIALS AND SUPPLIES OTHER THAN METERS AND EQUIPMENT ARE NOT WARRANTED. CORE & MAIN DOES NOT PROVIDE ANY SEPARATE WARRANTY FOR PROJECT MATERIALS AND SUPPLIES.

(b) Core & Main's Responsibility. Upon any breach of the manufacturer's warranty on a meter or equipment noticed to Core & Main during the applicable Manufacturer's Warranty Period, Core & Main's sole responsibility shall be to cooperate with Client in arranging for the manufacturer to repair or replace any defective meter or equipment.

2. Installation Work and Services.

(a) General. Core & Main warrants that all installation Work provided by Core & Main shall be performed by Core & Main in a workmanlike manner and in compliance with any specifications set forth in this Agreement, with such warranty to expire one year from the date when such installation Work was performed (the "Warranty Period").

(b) Exclusive Remedy. Upon any breach of Core & Main's warranty as to installation Work during the applicable Warranty Period, Core & Main's sole responsibility shall be to perform any corrective installation Work necessary to bring Core & Main's installation Work into compliance with such requirements.

3. DISCLAIMER OF FURTHER WARRANTIES. EXCEPT FOR THE FOREGOING EXPRESS WARRANTY, CORE & MAIN DISCLAIMS ALL EXPRESS AND IMPLIED WARRANTIES INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT, WHETHER ARISING OUT OF WARRANTY, INDEMNITY, TORT, CONTRACT OR OTHERWISE, SHALL CORE & MAIN BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES OF ANY KIND. IN NO EVENT WILL THE LIABILITY OF CORE & MAIN UNDER THIS AGREEMENT EXCEED THE AMOUNTS PAID TO CORE & MAIN BY CLIENT HEREUNDER.

Exhibit B-1

Manufacturers' Warranties

Attached to this Exhibit B-1 are the manufacturers' warranties for each of the manufacturers providing materials to the Project.

Sensus Limited Warranty

G-500 R24

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 one (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
6500 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 ³

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,
- SmartPoint 510M/520M/515M/512M-PLS Modules (configured to the factory setting of six transmissions per day under normal system operation of up to one demand read to each SmartPoint Module per month and up to five firmware downloads during the life of the product) and batteries, unless the SmartPoint 510M/520M Module is ever paired with an ally Meter, which event immediately amends the warranty terms to those described in Section 11;

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

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

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.

General Limited Warranty

Revised November 2019

1. Terms of Sale. Sensus USA Inc. ("Sensus") warrants its products and parts as set forth below. All products are sold to the buyer ("Customer") pursuant to Sensus' Terms of Sale, available at: [sensus.com/tc](https://www.sensus.com/tc).
2. Electricity Meters and Electricity SmartPoint™ Modules. Sensus warrants the Sensus electricity meters and Sensus electricity SmartPoint Modules to be in compliance with their respective specifications under normal use and service, and to be free from material defects in materials and workmanship for a warranty period of twelve (12) months from the date of the installation or eighteen (18) months from the date of shipment, whichever occurs first. The warranty period for new spare parts and components sold by Sensus is twelve (12) months from the date of shipment. The warranty period for repaired or refurbished parts repaired by Sensus is ninety (90) days from the date of shipment, unless repaired pursuant to a warranty, in which case the repair is warranted for the time remaining of the original warranty period.
3. Gas Products and Gas SmartPoint Modules.
 - a. Except for the Sonix meters, Sensus warrants the Sensus gas products to be in compliance with their respective specifications under normal use and service, and to be free from material defects in materials and workmanship for a warranty period of twelve (12) months from the date of the installation or eighteen (18) months from the date of shipment, whichever occurs first. Sensus warrants the Sensus Sonix meters to be free from material defects in materials and workmanship for a warranty period of fifteen (15) years from the date of shipment. Sensus warrants the batteries in the Sensus Sonix meters to be free from material defects in materials and workmanship for a warranty period of ten (10) years from the date of shipment. The warranty period for new spare parts and components sold by Sensus is twelve (12) months from the date of shipment. The warranty period for repaired or refurbished parts repaired by Sensus is ninety (90) days from the date of shipment, unless repaired pursuant to a warranty, in which case the repair is warranted for the time remaining of the original warranty period.
 - b. Sensus warrants the Sensus gas SmartPoint Modules as set forth in the "G500" warranty, as set forth at: [sensus.com/tc](https://www.sensus.com/tc), or available at 1-800-METER-IT.
4. Water Meters and Water SmartPoint Modules. Sensus warrants the Sensus water meters and Sensus water SmartPoint Modules as set forth in the "G500" warranty, as set forth at: [sensus.com/tc](https://www.sensus.com/tc), or available at 1-800-METER-IT.
5. VantagePoint® Lighting Control Module. Sensus warrants the Sensus VantagePoint® Lighting Control Module to be in compliance with their respective specifications under normal use and service, and to be free from material defects in materials and workmanship for a warranty period of ten (10) years from the date of shipment. The warranty period for new spare parts and components sold by Sensus is twelve (12) months from the date of shipment. The warranty period for repaired or refurbished parts repaired by Sensus is ninety (90) days from the date of shipment, unless repaired pursuant to a warranty, in which case the repair is warranted for the time remaining of the original warranty period.
6. DA Devices and HAN Devices. Sensus warrants the Sensus DA Devices and Sensus HAN Devices to be in compliance with their respective specifications under normal use and service, and to be free from material defects in materials and workmanship for a warranty period of twelve (12) months from the date of shipment. The warranty period for new spare parts and components sold by Sensus is twelve (12) months from the date of shipment. The warranty period for repaired or refurbished parts repaired by Sensus is ninety (90) days from the date of shipment, unless repaired pursuant to a warranty, in which case the repair is warranted for the time remaining of the original warranty period.
7. RF Field Equipment. Sensus warrants the Sensus RF Field Equipment to be in compliance with their respective specifications under normal use and service, and to be free from material defects in materials and workmanship for a warranty period of twelve (12) months from the date of shipment.
8. Server Hardware. Sensus provides no warranty on the Server Hardware.
9. Third Party Goods. Notwithstanding anything to the contrary herein, Sensus does not warrant any goods manufactured or software supplied by third parties. For example, if Customer elects to buy meters from a third party, the Sensus SmartPoint Modules installed in such third party meters shall, subject to Section 11, below, be covered by the warranty above, but any warranty on the meter itself shall be a matter directly between Customer and such third party meter supplier.
10. Services. Sensus warrants that its services shall, at the time of performance, materially conform to the contract requirements, and shall be performed in a professional and workmanlike manner, free from material defects in workmanship.
11. Remedy.
 - a. If any Field Device or RF Field Equipment fails during the applicable warranty period (a "Failed Good"), Sensus' obligation, and Customer's exclusive remedy, is, at Sensus' option, to either (i) repair or replace the Failed Good, provided the Customer (a) returns the product to the location designated by Sensus within the warranty period; and (b) prepaies 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 Failed Good (as instructed by Sensus). In all cases, Customer shall be responsible for returning the Failed Good to Sensus, including all costs associated with the return of the Failed Good, and Sensus shall be responsible for shipping the repaired or replaced good back to Customer's warehouse. Customer shall, in all cases, be responsible for the In/Out Costs. If Sensus determines that the returned good is not defective, Customer shall pay and/or reimburse Sensus for all expenses incurred by Sensus in the examination of the returned good.
 - b. Customer's remedy under the warranty for services shall be, at Sensus' sole cost and expense, to correct or re-perform any defective or non-conforming services to assure compliance with the contract requirements.
 - c. THIS SECTION 10 SETS FORTH CUSTOMER'S SOLE REMEDY WITH RESPECT TO A FAILED GOOD OR ANY DEFECTIVE OR NON-CONFORMING SERVICE.
12. Warranty Exceptions. This General 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 General 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.
13. THE WARRANTIES SET FORTH IN THIS GENERAL LIMITED WARRANTY ARE THE ONLY WARRANTIES GIVEN WITH RESPECT TO THE GOODS, SOFTWARE LICENSES AND SERVICES SOLD OR OTHERWISE PROVIDED BY SENSUS. SENSUS EXPRESSLY DISCLAIMS ANY AND ALL OTHER REPRESENTATIONS, WARRANTIES, CONDITIONS, EXPRESSED, IMPLIED, STATUTORY OR OTHERWISE, REGARDING ANY MATTER IN CONNECTION WITH THIS GENERAL LIMITED WARRANTY OR WITH EH TERMS OF SALE, INCLUDING WITHOUT LIMITATION, WARRANTIES AS TO FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, NON-INFRINGEMENT AND TITLE.
 14. SENSUS ASSUMES NO LIABILITY FOR COSTS OR EXPENSES ASSOCIATED WITH LOST REVENUE OR WITH THE REMOVAL OR INSTALLATION OF EQUIPMENT. THE FOREGOING REMEDIES ARE CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES FOR THE FAILURE OF EQUIPMENT, LICENSED SOFTWARE OR SERVICES TO CONFORM TO THEIR RESPECTIVE WARRANTIES.
 15. Limitation of Liability
 - a. 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.
 - b. 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.
 - c. 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.
 - d. To the maximum extent permitted by law, no Cause of Action may be instituted by Customer against Sensus more than TWELVE (12) MONTHS after the Cause of Action first arose. In the calculation of any damages in any Cause of Action, no damages incurred more than TWELVE (12) MONTHS prior to the filing of the Cause of Action shall be recoverable.
 16. Definitions. Any terms used in this General Limited Warranty as defined terms, and which are not defined herein, shall have the meanings given to those terms in the Terms of Sale.
 - a. "Agreement" means this General Limited Warranty, Customer's purchase order (except any Additional Terms), Sensus' Acknowledgement Form (if any), Sensus' invoice and the Terms of Sale.
 - b. "DA Devices" means RTMs and RTUs.
 - c. "Echo Transceiver" (formerly "FlexNet Network Portal" and "FNP") identifies the Sensus standalone, mounted relay device that takes the radio frequency readings from the SmartPoint Modules and relays them by radio frequency to the relevant FlexNet Base Station.
 - d. "End User" means any end user of electricity/water/gas that pays Customer for the consumption of electricity/water/gas, as applicable.
 - e. "Equipment" means the Field Devices, RF Field Equipment, Server Hardware, and any other goods sold hereunder.
 - f. "FlexNet Base Station" (formerly "Tower Gateway Base Station" and "TGB") 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 Echo Transceiver) by radio frequency and passes those readings to the RNI by TCP/IP backhaul communication.
 - g. "Field Devices" means the meters, SmartPoint Modules, DA Devices and HAN Devices.
 - h. "Force Majeure" shall have the meaning set forth in the Terms of Sale.
 - i. "HAN Devices" means the PCTs, IHDs and LCMs.
 - j. "IHDs" means the in-home displays.
 - k. "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.
 - l. "LCMs" means the load control modules.
 - m. "PCTs" means the programmable controllable thermostats.
 - n. "Remote Transceiver" (formerly "FlexNet Remote Portal" and "FRP") 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.
 - o. "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.
 - p. "RF Field Equipment" means, collectively, FlexNet Base Stations, Echo Transceivers and Remote Transceivers.
 - q. "RTMs" means the telemetric remote telemetry modules.
 - r. "RTUs" means telemetric MicroRTU (T866).
 - s. "Server Hardware" means the RNI hardware and the FlexServer hardware.
 - t. "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 take the readings of the meters and transmit those readings by radio frequency to the relevant FlexNet Base Station, Remote Transceiver or Echo Transceiver.

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 ("Propagation Study") (for clarity, the 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 in the Propagation Study is installed; (vi) if the Required RF Field Equipment is installed as described in the Propagation Study, including without limitation, in the locations and at the heights in the Propagation Study; and (vii) the Required RF Field Equipment is operating and has been maintained to Sensus' (collectively, the "Requirements"). If any Requirement is not 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 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

3. Performance Test Standards

A. Generally.

- i. The parties shall mutually agree on reading routes (each a "Route"). Each Route will be separately tested with the intent to provide incremental acceptance of distinctly 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.

$$\text{Route Read Success} = 100 \times \frac{\text{(}\# \text{ of Route Units that deliver a valid billable meter read during the Billing Window)}}{\text{(total \# of Route Units in the applicable Route)}}$$

- 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

successfully passed. Sensus has no obligation to continue optimizing the

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

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 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 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 arose. In the calculation of any damages in any Cause of Action, no damages incurred more than TWELVE (12) MONTHS after the Cause of Action shall be recoverable.

Sensus AMI System Performance Warranty

7. Definitions.

Any terms used in this Performance Warranty as terms, and which are not herein, shall have the meanings given to those terms in the Terms of Sale, as above.

- A. **"AMI System"** 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 es 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 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 ng 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 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 of the back haul telecommunications network for communications among the components of the Sensus AMI System; and (x) it has been installed in compliance
- 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, 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, 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 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 Meter Data provided to Sensus. For clarity, the Meter Data only contains the information 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 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"** 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
- O. **"RF Field Equipment"** means the FlexNet Base Stations, Echo Transceivers, and Remote Transceivers.
- P. **"Service Territory"** 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 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 Propagation Study. The Test Equipment 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 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 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 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.



Sensus Base Station Protection Plan

The following information describes the features of the base station protection plan provided to FlexNet® communication network customers. The base station protection plan was created to provide customers assurance that their base stations are covered regardless of whether it is a maintenance issue or the need to be upgraded to meet minimum software and hardware operating requirements for Sensus products.

Participation and Coverage

Participation in the base station protection plan is strongly recommended. This recommendation is made so that all participating customers can benefit from this cost effective plan to meet support needs.

All customers are required to declare participation in this program at the time of the initial base station order. Customers will be required to purchase the base station protection plan in five (5) year increments. Customers will be issued a renewal notice approximately sixty (60) days prior to the expiration date for them to renew for a new five (5) year term. Invoices must be paid no later than thirty (30) days following the system anniversary date or the protection plan will be terminated. Customers who do not choose to renew during the renewal period cannot elect to participate once the renewal period has expired.

Coverage Terms

- Sensus will repair or replace defective parts
- Base stations will be upgraded to meet minimum requirements for operating Sensus products
- Protection plan includes labor in the repair, replacement or upgrades of base stations
- Access to technical support 24/7
- Defective parts will be repaired or replaced within five (5) business days once Technical Service has determined that the base station is unusable and that no workaround is available
- Upgrades to base stations will be completed by Sensus or their representatives once it has been determined that the hardware or operating software requires an upgrade to meet minimum operating requirements for Sensus products
- Includes base station re-certification, if required



Alternate Option

Because participation in this protection plan is not mandatory, there is an alternate option for customers who choose to not participate. The customer will be charged for any and all repair, replacement or upgrade related to hardware, software and labor. Standard rates for all hardware and services at the time of service will apply.

Further Information

If you would like further help or information concerning the protection plan, please contact your local Sensus representative, authorized distributor, or call [1-800 METER-IT \(1-800-638-3748\)](tel:1-800-METER-IT)

Notes

- Customers are responsible for monitoring hardware and software components of their FlexNet system and contacting Sensus when support is needed. The base station protection plan does not cover system monitoring on a continuous or ongoing basis
- Customer acknowledges that Sensus reserves the right to repair or replace malfunctioning equipment at its discretion and at Sensus choice of location – either at the customer site, Sensus manufacturing facility or other appropriate site determined by Sensus
- If Sensus 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 the Force Majeure will be suspended during the continuance of that inability. The term “ Force Majeure” means events beyond the reasonable control of Sensus, including, but not limited to, acts of God, hurricane, flood, volcano, tsunami, tornado, storm, tempest, vandalism, illegal radio frequency interference, strikes, lockouts, or other industrial disturbances, unavailability of component parts of any goods provide hereunder, acts of public enemies, wars, blockades, insurrections, riots, epidemics, earthquakes, fires, restraints or prohibition by any court, board, department, commission or agency of the United States or any States, any arrests and restraints, civil disturbances and explosions. Furthermore, the above services and support do not apply to products or software which have been: installed improperly or in non-recommended installations. Tampered with; modified or repaired with parts or assemblies not certified in writing by Sensus, including without limitation, communications parts and assemblies; converted; altered; damaged; read by equipment not approved by Sensus; subject to misuse, improper storage, care, maintenance (including expired hardware and/or software maintenance) or improper periodic testing (collectively, “Exceptions”). If the applicable product satisfies any of the above Exceptions, the customer shall pay for and/or reimburse Sensus for all expenses incurred by Sensus in the examination and/or repair or replacement of such products
- Does not include antenna, antenna cables or base station batteries
- Does not include costs associated with tower rental, electrical fees or site maintenance
- Does not include costs associated with purchase, maintenance or support of ancillary network equipment or network backhaul connection
- Does not include adding additional base stations to assure network coverage and/or capacity
- Does not include upgrades for network capacity due to increased field devices or traffic requirements in the service territory



Terms and Trademarks

- **“FlexNet base station”** identifies the Sensus manufactured device consisting of one transceiver that receives readings from the SmartPoint® modules (either directly or via a repeater) by radio frequency and passes those reading to the RNI by TCP/IP backhaul communications. For clarity, FlexNet base stations include M400B2, M400DS, M400D and R100NA
- **“SmartPoint”** modules identifies the Sensus transmission devices installed on devices such as meters, distribution automation equipment and demand response devices located at end user premises that take the readings of the meters and transmit those readings by radio frequency to the relevant FlexNet base stations
- **“RNI”** identifies the regional network interfaces consisting of hardware and software used to gather, store and report data collected by the FlexNet bse station from the SmartPoint modules
- **“Field Devices”** refers to the SmartPoint modules
- **“FlexWare Software”** or **“Sensus Software”** identifies the Sensus RNI software or FlexNet base station software
- **“Updates”** means releases of the software or hardware that constitute a minor improvement in functionality
- **“Upgrades”** means release of the software or hardware which constitute a significant improvements in functionality or architecture of the software or hardware
- **“Release”** means both updates or upgrades
- **“AMI System”** identifies the Sensus FlexNet Advanced Metering Infrastructure (AMI) system comprised of the SmartPoint modules, RF equipment, server hardware, software licenses, FCC licenses and other equipment provided to the customer hereunder. The AMI system included the foregoing, as provided by Sensus. The AMI system does not include goods, equipment, software, licenses or rights provided by a third party or parties to this agreement.

This base station protection plan is supplemental to Sensus’ published warranties available at www.sensus.com/tc. The goods and services outlined herein are valid upon Sensus’ receipt of payments within the specified timeline as defined within Sensus payment terms and conditions.

All products purchased and service performed are subject to Sensus’ terms of sale, available at either www.sensus.com/tc or 1-800-METER-IT. Sensus reserves the right to modify these terms and conditions in its own discretion without notice to the customer.

For additional information concerning you base station protection plan, please contact your local Sensus representative, authorized distributor, or call: 1-800-METER-IT (1-800-638-3748).



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CITY OF DARIEN/DUPAGE COUNTY METER REMOVAL AND REPLACEMENT PROGRAM-INTERGOVERNMENTAL AGREEMENT EFFECTIVE 2022					New 5/8"-1" iPERL Water Meters									
DESCRIPTION	QUANTITY	UNIT COST	BI-MONTHLY COST	ANNUAL COST	METER UNIT COST	FITTINGS-WIRE-MISC COMPONENTS-UNIT COST	METER & FITTING MISC COST	MXU -REMOTE UNIT	MXU-REMOTE COST	METER AND MXU INSTALL UNIT COST	METER AND MXU INSTALL COST	TOTAL PROGRAM COST		
METER READING IGA SECTION 9.1.1														
DARIEN RESIDENTS	6,593	\$ 0.97	\$ 6,395.21	\$ 38,371.26	\$ 99.00	\$ 13.50	\$ 741,712.50	\$ 85.00	\$ 560,405.00	\$ 133.00	\$ 876,869.00			
SERF SYTEM DARIEN RESIDENTS	1,240	\$ 0.97	\$ 1,202.80	\$ 7,216.80	\$ 99.00	\$ 13.50	\$ 139,500.00	\$ 85.00	\$ 105,400.00	\$ 133.00	\$ 164,920.00			
UNINCORPORATED	926	\$ 0.97	\$ 898.22	\$ 5,389.32	\$ 99.00	\$ 13.50	\$ 104,175.00	\$ 85.00	\$ 78,710.00	\$ 133.00	\$ 123,158.00			
METER READING IGA SECTION 9.1.2														
DARIEN RESIDENTS-NOT SERVED BY DPC SEWER	276	\$ 1.93	\$ 532.68	\$ 3,196.08	\$ 99.00	\$ 13.50	\$ 31,050.00	\$ 85.00	\$ 23,460.00	\$ 133.00	\$ 36,708.00			
SERF SYTEM DARIEN RESIDENTS-NOT SERVED BY DPC SEWER	32	\$ 1.93	\$ 61.76	\$ 370.56	\$ 99.00	\$ 13.50	\$ 3,600.00	\$ 85.00	\$ 2,720.00	\$ 133.00	\$ 4,256.00			
UNINCORPORATED-NOT SERVED BY DPC SEWER	9	\$ 1.93	\$ 17.37	\$ 104.22	\$ 99.00	\$ 13.50	\$ 1,012.50	\$ 85.00	\$ 765.00	\$ 133.00	\$ 1,197.00			
SCRAP CREDIT											\$ (50,000.00)			
METER BILLING IGA SECTION 9.1.3														
DARIEN RESIDENTS	6,593	\$ 1.92	\$ 12,658.56	\$ 75,951.36										
SERF SYTEM DARIEN RESIDENTS	1,240	\$ 1.92	\$ 2,380.80	\$ 14,284.80										
UNINCORPORATED	926	\$ 1.92	\$ 1,777.92	\$ 10,667.52										
METER READING BILLING IGA SECTION 9.1.4														
DARIEN RESIDENTS-NOT SERVED BY DPC SEWER	276	\$ 3.83	\$ 1,057.08	\$ 6,342.48										
SERF SYTEM DARIEN RESIDENTS-NOT SERVED BY DPC SEWER	32	\$ 3.83	\$ 122.56	\$ 735.36										
UNINCORPORATED-NOT SERVED BY DPC SEWER	9	\$ 3.83	\$ 34.47	\$ 206.82										
ANNUAL COST FOR METERREADING AND BILLING				\$ 162,836.58			\$ 1,021,050.00		\$ 771,460.00		\$ 1,157,108.00	\$ 2,949,618.00		
AUTOMATED METER READING SYSTEM-EFFECTIVE 2025														
		UNIT COST	BI-MONTHLY COST	ANNUAL COST										
METER READING IGA SECTION 9.7														
DARIEN RESIDENTS	6,593	\$ 0.50	\$ 3,296.50	\$ 19,779.00										
SERF SYTEM DARIEN RESIDENTS	1,240	\$ 0.50	\$ 620.00	\$ 3,720.00										
UNINCORPORATED	926	\$ 0.50	\$ 463.00	\$ 2,778.00										
METER READING IGA SECTION 9.7														
DARIEN RESIDENTS-NOT SERVED BY DPC SEWER	276	\$ 0.50	\$ 138.00	\$ 828.00										
SERF SYTEM DARIEN RESIDENTS-NOT SERVED BY DPC SEWER	32	\$ 0.50	\$ 16.00	\$ 96.00										
UNINCORPORATED-NOT SERVED BY DPC SEWER	9	\$ 0.50	\$ 4.50	\$ 27.00										
METER BILLING IGA SECTION 9.1.3														
DARIEN RESIDENTS	6,593	\$ 1.92	\$ 12,658.56	\$ 75,951.36										
SERF SYTEM DARIEN RESIDENTS	1,240	\$ 1.92	\$ 2,380.80	\$ 14,284.80										
UNINCORPORATED	926	\$ 1.92	\$ 1,777.92	\$ 10,667.52										
METER READING BILLING IGA SECTION 9.1.4														
DARIEN RESIDENTS-NOT SERVED BY DPC SEWER	276	\$ 3.83	\$ 1,057.08	\$ 6,342.48										
SERF SYTEM DARIEN RESIDENTS-NOT SERVED BY DPC SEWER	32	\$ 3.83	\$ 122.56	\$ 735.36										
UNINCORPORATED-NOT SERVED BY DPC SEWER	9	\$ 3.83	\$ 34.47	\$ 206.82										
ANNUAL COST FOR METERREADING AND BILLING				\$ 135,416.34										
2025 FORECAST SUMARRY COST														
ANNUAL COSTS RELATED TO AUTOMATED METER READING SYSTEM														
ANNUAL LICENSING FOR AUTOMATED METER RERADING SYSTEM 9.1.6		Regional Network Interface (RNI)	Sensus Analytics Software-(SaaS)	Totals										
Year 1		11,874.00	13,690.00	25,564.00										
Year 2		12,116.00	13,969.00	26,085.00										
Year 3		12,363.00	14,254.00	26,617.00										
Year 4		12,615.00	14,545.00	27,160.00										
Year 5		12,872.00	14,848.00	27,720.00										
Year 6		13,129.00	15,145.00	28,274.00										
Year 7		13,392.00	15,448.00	28,840.00										
Year 8		13,660.00	15,757.00	29,417.00										
Year 9		13,933.00	16,072.00	30,005.00										
Year 10		14,212.00	16,393.00	30,605.00										
Total Annual Costs		Dupage County	RNIRegional Network Interface (RNI)	Sensus Analytics Software-(SaaS)	Annual City Expense 2025									
Year 1		\$ 135,416.34	13,690.00	25,564.00	\$ 174,670.34									
Year 2		\$ 135,416.34	13,969.00	26,085.00	\$ 175,470.34									
Year 3		\$ 135,416.34	14,254.00	26,617.00	\$ 176,287.34									
Year 4		\$ 135,416.34	14,545.00	27,160.00	\$ 177,121.34									
Year 5		\$ 135,416.34	14,848.00	27,720.00	\$ 177,984.34									
Year 6		\$ 135,416.34	15,145.00	28,274.00	\$ 178,835.34									
Year 7		\$ 135,416.34	15,448.00	28,840.00	\$ 179,704.34									
Year 8		\$ 135,416.34	15,757.00	29,417.00	\$ 180,590.34									
Year 9		\$ 135,416.34	16,072.00	30,005.00	\$ 181,493.34									
Year 10		\$ 135,416.34	16,393.00	30,605.00	\$ 182,414.34									



RESOLUTION NO. _____

A RESOLUTION APPROVING FOR THE CITYWIDE METER AND REMOTE REPLACEMENT PROGRAM CONTRACT WITH CORE AND MAIN/SENSUS FOR THE PURCHASE OF WATER METERS, REMOTE READERS, METER APPURTENANCES AND INSTALLATION IN AN AMOUNT NOT TO EXCEED \$2,950,000

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, as follows:

SECTION 1: The City Council of the City of Darien hereby approves for the Citywide Meter and Remote Replacement Program Contract with Core and Main/Sensus for the purchase of water meters, remote readers, meter appurtenances and installation in an amount not to exceed \$2,950,000, a copy of which is attached hereto as "**Exhibit A**" and is by this reference expressly incorporated herein.

SECTION 2: This Resolution shall be in full force and effect from and after its passage and approval as provided by law.

PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 17th day of January 2022.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 17th day of January, 2022.

JOSEPH MARCHESE, MAYOR

ATTEST:

JOANNE RAGONA, CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY



With a copy to:

Legal Department
Core & Main LP
1830 Craig Park Court
St. Louis, MO 63146
Ph: (314) 432-4700
Fax: (314) 432-2550

22. **Binding Effect.** Client and Core & Main each represent and warrant to the other that this Agreement has been duly authorized, executed and delivered by such Party and constitutes a legal, valid and binding agreement enforceable against such Party in accordance with its terms.

23. **Modifications.** This Agreement shall not be modified in any respect except by a written document signed and agreed to by both Core & Main and Client.

24. **Severability.** Any term or provision found to be prohibited by law or unenforceable shall be ineffective to the extent of such prohibition or unenforceability without, to the extent reasonably possible, invalidating the remainder of this Agreement.

25. **Privacy.** The Privacy Policy of Core & Main may be accessed at the following URL:
www.coreandmain.com/privacy-policy/.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first above written.

“CORE & MAIN”

CORE & MAIN LP

By: _____

Printed Name: _____

Printed Title _____

“CLIENT”

CITY OF DARIEN, IL

By: _____

Printed Name: _____

Printed Title _____

DuPage County RFP with Darien -- OUTDOOR Installation



QTY

Unit Cost

Total

AMI Hardware and Software

		Unit Cost	Total	
M400			\$ -	
1	RNI setup fee - 9856 of 30944 Services	\$ 4,774.00	Part of DuPage County contract. City of Darien to reimburse DuPage County as part of Intergovernmental Agreement for Meter Reading and Billing.	
1	RNI Year 1 Annual Hosting fee 9856 of 30944 Services	\$ 11,874.00		
1	RNI Year 2 Annual Hosting fee	\$ 12,116.00		
1	RNI Year 3 Annual Hosting fee	\$ 12,363.00		
1	RNI Year 4 Annual Hosting fee	\$ 12,615.00		
1	RNI Year 5 Annual Hosting fee	\$ 12,872.00		
1	SA setup fee	\$ 4,500.00		
1	SA Billing Integration fee	\$ 2,000.00		
1	SA Year 1 Annual Hosting fee - 9856 Services	\$ 13,690.00		
1	SA Year 2 Annual Hosting fee	\$ 13,969.00		
1	SA Year 3 Annual Hosting fee	\$ 14,254.00		
1	SA Year 4 Annual Hosting fee	\$ 14,545.00		
1	SA Year 5 Annual Hosting fee	\$ 14,842.00		
TOTAL		\$		-

Sensus SmartPoints

9,856	Sensus 510M SmartPoints single port TC	\$ 85.00	\$ 837,760.00
-	Sensus 510M SmartPoints single port wired	\$ 85.00	\$ -
1	Sensus 520M SmartPoints single port TC	\$ 112.00	\$ 112.00
TOTAL		\$	837,872.00

Meter and SmartPoint Installation

for inside sets or outside sets with existing wire and TP

8,726	Meter & SmartPoint Installation 5/8" - 1"	\$ 133.00	\$ 1,160,558.00
1	Meter & SmartPoint Installation 5/8" - 1" pitset adder	\$ 155.00	\$ 155.00
96	Meter & SmartPoint Installation 1.5"	\$ 330.00	\$ 31,680.00
86	Meter & SmartPoint Installation 2"	\$ 340.00	\$ 29,240.00
35	Meter & SmartPoint Installation 3"	\$ 665.00	\$ 23,275.00
9	Meter & SmartPoint Installation 4"	\$ 835.00	\$ 7,515.00
2	Meter & SmartPoint Installation 6"	\$ 2,220.00	\$ 4,440.00
1	Meter & SmartPoint Installation 8"	\$ 3,890.00	\$ 3,890.00
-	Install SmartPoint only - inside set	\$ 111.00	\$ -
901	Install SmartPoint only - outside set w/o additional wiring	\$ 70.00	\$ 63,070.00
Total		\$	1,323,823.00

for outside sets where additional wiring is needed

-	Install SmartPoint only outside set with additional wiring	\$ 143.00	\$ -
-	Meter and SmartPoint Installation outside set wiring adder for meter sizing above	\$ 72.00	\$ -

Electrical Grounding

-	Install grounding strap around meter 5/8" - 1"	\$ 25.00	\$ -
---	--	----------	------

Scrap Credit for Bronze body meters

8,222	5/8" - 3/4" Meters	\$ 2.00	\$ 16,444.00
503	1"	\$ 3.00	\$ 1,509.00
96	1.5"	\$ 10.00	\$ 960.00
86	2"	\$ 18.00	\$ 1,548.00
35	3"	\$ 28.00	\$ 980.00

9 4"	\$	50.00	\$	450.00
2 6"	\$	62.00	\$	124.00
1 8"	\$	75.00	\$	75.00

Extended Warranty, Training, Project Management fees & misc.

- Annual Infrastructure Maintenance starting in Year 2	\$	2,000.00	\$	-
1 RNI Training	\$	6,350.00	\$	6,350.00
- Project Management fee	\$	12,500.00	\$	-
1 Handheld device to program Sensus SmartPoints	\$	6,500.00	\$	6,500.00
1 3 year performance payment bond	\$	10,000.00	\$	10,000.00
		Total	\$	22,850.00

*Installation is for outside
Sensus sets using existing wire and touchpads
Utility to determine the number of ground straps needed
and installs where wire needs to be installed
SmartPoint pricing based on 4 utilities*

Total less scrap credit **\$ 2,184,545.00**



QUOTATION

Date: March 1, 2021
 City/Village of: DCPW
 Attn: Valerie Calvente

Subject:DCPW 20-078-PW Quotation for Sensus EM Water Meters (Darlen)

Product	Qty.	UNIT PRICE		EXTENSION
New 5/8"-1" iPERL Water Meters				
5/8" Sensus iPERL Water Meter	1	\$99.00	ea	\$99.00
5/8"x3/4" or 3/4"S Sensus iPERL Water Meter (7 1/2"LL)	7965	\$99.00	ea	\$788,535.00
3/4" Sensus iPERL Water Meter (9"LL)	256	\$112.00	ea	\$28,672.00
1" Sensus iPERL Water Meter	504	\$150.00	ea	\$75,600.00
Section Total:	8726			\$892,906.00
New 1 1/2" - 2" OMNI R2 CPDT Water Meters				
1 1/2" Sensus OMNI R2 Water Meter With Integral Strainer, AMR Output	96	\$388.00	ea	\$37,248.00
2" Sensus OMNI R2 Water Meter With Integral Strainer, AMR Output	43	\$540.00	ea	\$23,220.00
Section Total:	139			\$60,468.00
New 1 1/2" - 8" OMNI C2 CRI Water Meters				
1 1/2" Sensus OMNI C2 Water Meter With Integral Strainer, AMR Output, Pulse Output and Test Outlet	0	\$945.00	ea	\$0.00
2" Sensus OMNI C2 Water Meter With Integral Strainer, AMR Output, Pulse Output and Test Outlet	43	\$1,088.00	ea	\$46,784.00
3" Sensus OMNI C2 Water Meter With Integral Strainer, AMR Output, Pulse Output and Test Outlet	35	\$1,380.00	ea	\$48,300.00
4" Sensus OMNI C2 Water Meter With Integral Strainer, AMR Output, Pulse Output and Test Outlet	9	\$2,395.00	ea	\$21,555.00
6" Sensus OMNI C2 Water Meter With Integral Strainer, AMR Output, Pulse Output and Test Outlet	2	\$4,135.00	ea	\$8,270.00
8" Sensus OMNI C2 Water Meter With Integral Strainer, AMR Output, Pulse Output and Test Outlet	0	\$6,760.00	ea	\$0.00
Section Total:	89			\$124,909.00
New 1 1/2" - 8" OMNI T2 CPDT Water Meters				
1 1/2" Sensus OMNI T2 Water Meter With Integral Strainer, AMR Output, Pulse Output and Test Outlet	0	\$653.00	ea	\$0.00
2" Sensus OMNI T2 Water Meter With Integral Strainer, AMR Output, Pulse Output and Test Outlet	0	\$775.00	ea	\$0.00
3" Sensus OMNI T2 Water Meter With Integral Strainer, AMR Output, Pulse Output and Test Outlet	0	\$965.00	ea	\$0.00
4" Sensus OMNI T2 Water Meter With Integral Strainer, AMR Output, Pulse Output and Test Outlet	0	\$1,880.00	ea	\$0.00
6" Sensus OMNI T2 Water Meter With Integral Strainer, AMR Output, Pulse Output and Test Outlet	0	\$3,385.00	ea	\$0.00
8" Sensus OMNI T2 Water Meter With Integral Strainer, AMR Output, Pulse Output and Test Outlet	1	\$5,745.00	ea	\$5,745.00
Section Total:	1			\$5,745.00
Meter Accessories				
5/8"-1" 6' TR/PL Cable 3-Wire	0	\$28.00	ea	\$0.00
22Ga 3 Conductor Meter Wire (500' Spool)	0	\$50.00	ea	\$0.00
5/8"-1" Ground Clamps	0	\$2.05	ea	\$0.00
#4 Solid Copper Ground Wire (200' Spool)	0	\$175.00	ea	\$0.00
TouchPad	0	\$7.00	ea	\$0.00
5/8" Brass Meter Couplings	0	\$8.85	ea	\$0.00
3/4" Brass Meter Couplings	0	\$9.75	ea	\$0.00
1" Brass Meter Couplings	0	\$15.75	ea	\$0.00
5/8"-3/4" Meter Gaskets (100/Pack)	83	\$9.00	ea	\$747.00
1" Meter Gaskets (100/Pack)	3	\$10.00	ea	\$30.00
1 1/2" Flange Accessory Kit (Bolts, Nuts and Gaskets)	96	\$16.00	pair	\$1,536.00
2" Flange Accessory Kit (Bolts Nuts and Gaskets)	86	\$17.00	pair	\$1,462.00
3" Flange Accessory Kit (Bolts, Nuts and Gaskets)	35	\$16.00	pair	\$560.00
4" Flange Accessory Kit (Bolts, Nuts and Gaskets)	9	\$28.00	pair	\$252.00
6" Flange Accessory Kit (Bolts, Nuts and Gaskets)	2	\$44.00	pair	\$88.00
8" Flange Accessory Kit (Bolts, Nuts and Gaskets)	1	\$52.00	pair	\$52.00

1 1/2" Brass Flange Accessory Kit (Brass Flange,Bolts,Nuts and Gaskets)	0	\$70.00	pair	\$0.00
2" Brass Flange Accessory Kit (Brass Flange,Bolts, Nuts and Gaskets)	0	\$82.00	pair	\$0.00
3" CI Flange Accessory Kit (CI Flange,Bolts, Nuts and Gaskets)	0	\$89.00	pair	\$0.00
4" CI Flange Accessory Kit (CI Flange,Bolts, Nuts and Gaskets)	0	\$128.00	pair	\$0.00
6" CI Flange Accessory Kit (CI Flange,Bolts, Nuts and Gaskets)	0	\$180.00	pair	\$0.00
8" CI Flange Accessory Kit (CI Flange,Bolts, Nuts and Gaskets)	0	\$285.00	pair	\$0.00
3/4" Ford C11 Copperhorn	0	\$72.00	ea	\$0.00
1" Ford C11 Copperhorn	0	\$127.00	ea	\$0.00
3 Year Performance/Payment Bond	1	\$20,000.00	ea	\$20,000.00

Section Total: **\$24,727.00**

Overall Total: **\$1,108,755.00**

NOTE:

- * Meter pricing quantities based on RFP 20-078-PW.
- * 1 1/2 meter pricing quoted as residential type OMNI.
- * 2" meter pricing quoted as 1/2 residential and 1/2 commercial type OMNI.
- * 3"- 6" meters quoted as commercial type OMNI.
- * 8" meters quoted as turbine type OMNI.
- * Brass Meter Couplinge quoted Domestic.
- *Flange accessory pricing quoted with SS nuts and bolts.
- *1 1/2"- 2" flange accessory pricing quoted with brass flanges with SS bolts and nuts.
- *3"- 8" flange accessory pricing quoted with cast iron flanges with SS bolts and nuts.
- * Final project pricing shall be determined by actual meter quantities supplied.

Prices are good until **December 31, 2023**. Delivery can be made from stock to within twelve (12) weeks from receipt of your purchase order. Our terms of payment are net thirty (30) days.

Sincerely,

Jerry Plotke
Meter Systems Manager

Software and Spectrum Lease Agreement

between

City of Darien
 ("Customer")

and
Sensus USA Inc.
 ("Sensus")

IN WITNESS WHEREOF, the parties have caused this Software 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: 5 Years ("Initial Term"). At the end of the Initial Term, this Agreement shall automatically renew for an additional term of 5 years ("Renewal Term"). The "Term" shall refer to both the Initial Term and the Renewal Term.

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 and Spectrum Lease between Sensus and Customer. Together, these two parts create the Agreement.

Sensus USA Inc.

Customer: City of Darien

By: _____
 Name: _____
 Title: _____
 Date: _____

By: _____
 Name: _____
 Title: _____
 Date: _____

Contents of this Agreement:

- Part 1: Notification for Spectrum Manager Lease
- Part 2: Agreement
 - Exhibit A Software
 - Exhibit B Technical Support

AGENDA MEMO
Municipal Services Committee
December 28, 2021

ISSUE STATEMENT

Preliminary approval of a [resolution](#) for the 2022 Sidewalk, Apron, Curb and Gutter Removal and Replacement Program Contract with Suburban Concrete, Inc. in an amount not to exceed \$1,144,090.00 and to waive the residential \$75.00 permit fee application for concrete work.

BACKGROUND/HISTORY

The Sidewalk and Curb and Gutter Removal and Replacement Program calls for the removal and replacement of deficient rated sidewalk and curb and gutter. The rating system assigns to sidewalks a numerical rating of 1-5, with 5 being defined as an extreme hazard. The FY22-23 Budget will be allocating for the removal and replacement of all the identified sidewalks with current ratings of 4 and 5, deficient curb and gutter as it relates to the proposed road resurfacing project and quantities for the repair of concrete following main break restoration and street department repairs. The program also allows for resident call-ins when deficient sidewalks and curb and gutter are identified. See attached Program Quantities labeled as [Attachment A](#).

The contract also offers residents, at a pass through cost, the opportunity to remove and replace their deficient concrete driveways, aprons, and the curb and gutter fronting their apron. This will allow the City to remove and replace deficient sidewalk slabs fronting a deficient apron and would allow a resident to participate in the concrete replacement program to correct the apron deficiency. Staff is further requesting that the \$75.00 permit fee application be waived to residents that participate in the concrete program with the proposed vendor since the staff will be on site and inspecting the work.

Attached and labeled as [Attachment B](#), please find the prices received at the bid opening held on December 22, 2021. Staff received eight (8) bids with the lowest bidder being Suburban Concrete, Inc.

STAFF RECOMMENDATION

Pending final funding for the program, staff recommends approval of the contract from Suburban Concrete, Inc. in an amount not to exceed \$1,144,090.00 for the 2022 Sidewalk, Apron, Curb and Gutter Removal and Replacement Program and to waive the residential \$75.00 permit fee application for concrete work.

ALTERNATE CONSIDERATION

As directed by the Committee.

DECISION MODE

This item will be placed on the January 17, 2022 City Council agenda for formal approval.

2022 CONCRETE SIDEWALK, APRON AND CURB AND GUTTER REMOVAL AND REPLACEMENT PROGRAM

	A	B	C	D	E	F	G
1	SIDEWALK COST:						
2	DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL COST STREET DEPT AND CAPITAL	TOTAL COST WATER DEPARTMENT	TOTAL
3	DEFICIENT SIDEWALK-PCC-SIDEWALK IN PLACE	62,600	SQUARE FOOT	\$ 6.60	\$ 413,160.00	\$	\$ 413,160.00
4	ADA SIDEWALK	3,000	SQUARE FOOT	\$ 16.00	\$ 48,000.00	\$	\$ 48,000.00
5	SIDEWALK RESTORATION-WATER DEPT	1,000	SQUARE FOOT	\$ 6.60	\$	\$ 6,600.00	\$ 6,600.00
6	TOTAL SIDEWALK COST:				\$ 461,160.00	\$ 6,600.00	\$ 467,760.00
7	APRON COST:						
8	APRON REMOVAL AND REPLACEMENT-PW PROJECTS- PCC-DRIVE WAY APRON	3,700	SQUARE FOOT	\$ 6.90	\$ 25,530.00	\$	\$ 25,530.00
9	CONCRETE SEALER	3,700	SQUARE FOOT	\$ 4.25	\$ 15,725.00	\$	\$ 15,725.00
10	APRON RESTORATION	2,500	SQUARE FOOT	\$ 6.90	\$	\$ 17,250.00	\$ 17,250.00
11	CONCRETE SEALER	2,500	SQUARE FOOT	\$ 4.25	\$	\$ 10,625.00	\$ 10,625.00
12	TOTAL APRON COSTS:				\$ 41,255.00	\$ 27,875.00	\$ 69,130.00
13	CURB AND GUTTER COST:						
14	DESCRIPTION	QUANTITY	UNIT	ESTIMATED UNIT COST	STREET DEPARTMENT AND CAPITAL	TOTAL COST WATER DEPARTMENT	TOTAL
15	CURB AND GUTTER REMOVAL AND REPLACEMENT- ROAD PROGRAM	24,000	LINEAL FOOT	\$ 23.00	\$ 552,000.00	\$	\$ 552,000.00
16	CURB AND GUTTER REMOVAL AND REPLACEMENT- ROAD PROGRAM CONTINGENCY	1,200	LINEAL FOOT	\$ 23.00	\$ 27,600.00	\$ 27,600.00	\$ 55,200.00
#REF!	TOTAL CURB AND GUTTER COST:				\$ 579,600.00	\$ 27,600.00	\$ 607,200.00
#REF!	TOTAL PROPOSED EXPENDITURE				\$ 1,082,015.00	\$ 62,075.00	\$ 1,144,090.00
#REF!							
#REF!	2022 CONCRETE PROGRAM COST SUMMARY						
#REF!	A	B					
#REF!	ACCOUNT NO. AND DESCRIPTION	BUDGET ALLOCATION					
#REF!	25-35-4380 SIDEWALK PROGRAM	\$ 413,160.00					
#REF!	25-35-4380 SIDEWALK PROGRAM-ADA	\$ 48,000.00					
#REF!	25-35-4380 BUDGET	\$ 461,160.00					
#REF!	25-35-4383 CURB AND GUTTER	\$ 552,000.00					
#REF!	25-35-4383 CURB AND GUTTER CONTINGENCY	\$ 27,600.00					
#REF!	25-35-4383 APRON REMOVAL AND REPLACEMENT-PW PROJECTS CURB AND GUTTER RELATED	\$ 25,530.00					
#REF!	25-35-4383 APRON SEALER-PW PROJECTS-	\$ 15,725.00					
#REF!	23-35-4383 BUDGET	\$ 620,855.00					
#REF!							
#REF!	02-50-4231-MAINT WATER SYSTEM-FLATWORK SIDEWALK	\$ 6,600.00					
#REF!	02-50-4231-MAINT WATER SYSTEM-FLATWORK APRON	\$ 27,875.00					
#REF!	02-50-4231-MAINT WATER SYSTEM-FLATWORK CURB & GUTTER	\$ 27,600.00					
#REF!	SUB TOTAL	\$ 62,075.00					
#REF!	BUDGET	\$ 62,075.00					
#REF!	TOTAL PROGRAM COST	\$ 1,144,090.00					

**CITY OF DARIEN PUBLIC WORKS
1702 PLAINFIELD ROAD
DARIEN, IL 60561**

SEALED BID: 2022 Concrete Program

OPENING DATE/TIME: December 22, 2021 @ 9:00 a.m.

ITEM	DESCRIPTION	Quantity - Maximum Proposed	Alliance Contractors, Inc.		A. Lamp Concrete Contractors, Inc.		D'Land Construction		Schroeder & Schtoeder, Inc.		G & M Cement Construction Inc.	
			bid bod		bid bond		bid bond		bid bond		bid bond	
			Unit	Cost	Unit	Cost	Unit	Cost	Unit	Cost	Unit	Cost
1	Sidewalk	20,000-27,000	\$ 12.50	\$ 337,500.00	\$ 9.97	\$ 269,190.00	\$ 7.25	\$ 195,750.00	\$ 9.00	\$ 243,000.00	\$ 9.00	\$ 243,000.00
2	ADA	700-1,000	\$ 40.00	\$ 40,000.00	\$ 26.00	\$ 26,000.00	\$ 30.00	\$ 30,000.00	\$ 42.00	\$ 42,000.00	\$ 41.00	\$ 41,000.00
3	Driveway Apron	2,000-10,500	\$ 13.00	\$ 136,500.00	\$ 11.75	\$ 123,375.00	\$ 8.00	\$ 84,000.00	\$ 9.00	\$ 94,500.00	\$ 10.00	\$ 105,000.00
3A	Apron w/fiber mesh	2000-15,500	\$ 13.50	\$ 209,250.00	\$ 12.00	\$ 186,000.00	\$ 9.00	\$ 139,500.00	\$ 9.50	\$ 147,250.00	\$ 12.00	\$ 186,000.00
4	Curb & Gutter w/grout	21,500-27,500	\$ 57.75	\$ 1,588,125.00	\$ 42.00	\$ 1,155,000.00	\$ 30.00	\$ 825,000.00	\$ 28.00	\$ 770,000.00	\$ 32.50	\$ 893,750.00
5	Driveway concrete w/wire mesh or fiber mesh concrete mix	TBD	\$ 25.00	\$ 25.00	\$ 15.00	\$ 15.00	\$ 20.00	\$ 20.00	\$ 9.00	\$ 9.00	\$ 15.00	\$ 15.00
6	Concrete sealer-apron	TBD	\$ 1.00	\$ 1.00	\$ 3.00	\$ 3.00	\$ 10.00	\$ 10.00	\$ 1.00	\$ 1.00	\$ 3.00	\$ 3.00
7	Concrete sealer-driveway	TBD	\$ 1.00	\$ 1.00	\$ 3.00	\$ 3.00	\$ 10.00	\$ 10.00	\$ 1.00	\$ 1.00	\$ 3.00	\$ 3.00
8	High Early Cement 7-Bag Mix	TBD	\$ 175.00	\$ 175.00	\$ 300.00	\$ 300.00	\$ 250.00	\$ 250.00	\$ 150.00	\$ 150.00	\$ 180.00	\$ 180.00
	TOTALS			\$ 2,311,577.00		\$ 1,759,886.00		\$ 1,274,540.00	0	\$ 1,296,911.00		\$ 1,468,951.00

ITEM	DESCRIPTION	Quantity - Maximum Proposed	Suburban Concrete, Inc.		Globe Construction, Inc.		Sumit Construction Co., Inc.	
			bid bond		bid bond		bid bond	
			Unit	Cost	Unit	Cost	Unit	Cost
1	Sidewalk	17,500-27,000	\$ 6.60	\$ 178,200.00	\$ 8.95	\$ 241,650.00	\$ 11.50	\$ 310,500.00
2	ADA	700-1,000	\$ 16.00	\$ 16,000.00	\$ 25.00	\$ 25,000.00	\$ 15.00	\$ 15,000.00
3	Driveway Apron	2,000-10,500	\$ 4.50	\$ 47,250.00	\$ 9.25	\$ 97,125.00	\$ 12.50	\$ 131,250.00
3A	Apron w/fiber mesh	2000-15,500	\$ 6.90	\$ 106,950.00	\$ 10.75	\$ 166,625.00	\$ 13.50	\$ 209,250.00
4	Curb & Gutter w/grout	21,500-27,500	\$ 23.00	\$ 632,500.00	\$ 42.00	\$ 1,155,000.00	\$ 38.00	\$ 1,045,000.00
5	fiber mesh concrete mix	TBD	\$ 15.00	\$ 15.00	\$ 12.00	\$ 12.00	\$ 13.50	\$ 13.50
6	Concrete sealer-apron	TBD	\$ 4.25	\$ 4.25	\$ 5.00	\$ 5.00	\$ 1.00	\$ 1.00
7	Concrete sealer-driveway	TBD	\$ 4.25	\$ 4.25	\$ 5.00	\$ 5.00	\$ 1.00	\$ 1.00
8	High Early Cement 7-Bag Mix	TBD	\$ 200.00	\$ 200.00	\$ 25.00	\$ 25.00	\$ 250.00	\$ 250.00
	TOTALS			\$ 981,123.50		\$ 1,685,447.00		\$ 1,711,265.50

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT FOR THE 2022 CONCRETE SIDEWALK, APRON, CURB AND GUTTER REMOVAL AND REPLACEMENT PROGRAM WITH SUBURBAN CONCRETE, INC., IN AN AMOUNT NOT TO EXCEED \$1,144,090.00 AND TO WAIVE THE RESIDENTIAL \$75.00 PERMIT FEE APPLICATION FOR CONCRETE WORK.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, as follows:

SECTION 1: The City Council of the City of Darien hereby authorizes the Mayor to execute a Contract for the 2022 Concrete Sidewalk, Apron, Curb and Gutter Removal and Replacement Program between the City of Darien and Suburban Concrete, Inc. in an amount not to exceed \$1,144,090.00, attached hereto as "**Exhibit A**" and is by this reference expressly incorporated herein.

SECTION 2: The \$75.00 permit fee is waived for residents who participate in the program.

SECTION 3: This Resolution shall be in full force and effect from and after its passage and approval as provided by law.

PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 17th day of January 2022.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, 17th day of January 2022.

JOSEPH MARCHESE, MAYOR

ATTEST:

JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

Schedule of Prices for:

SUMMARY SCHEDULE

All bids shall be sealed and returned prior to the bid opening at 9:00 a.m. on Wednesday, December 22, 2021 at the City of Darien, 1702 Plainfield Road, Darien, Illinois, 60561.

NO.	DESCRIPTION	QUANTITY	UNIT		UNIT COST	TOTAL COST
1.	PCC-SIDEWALK IN PLACE	20,000-27,000	SQUARE FOOT	27,000 X Unit Cost	6.60	178,200.00
2.	PCC-SIDEWALK IN PLACE-ADA	700-1000	SQUARE FOOT	1000 X Unit Cost	16.00	16,000.00
3.	PCC-DRIVE WAY APRON	2,000-10,500	SQUARE FOOT	10,500 X Unit Cost	4.50	47,250.00
3A.	PCC-DRIVE WAY APRON WITH FIBER MESH	2,000-15,500	SQUARE FOOT	15,500 X Unit Cost	6.90	106,950.00
4.	PCC CURB AND GUTTER – WITH CONCRETE GROUT (CLSM)	21,000-27,500	LINEAL FOOT	27,500 X Unit Cost	23.00	632,500.00
5.	DRIVEWAY CONCRETE WITH WIRE MESH OR FIBER MESH CONCRETE MIX	TO BE DETERMINED	SQUARE FOOT	1 X Unit Cost	15.00	15.00
6.	CONCRETE SEALER – APRON	TO BE DETERMINED	SQUARE FOOT	1 X Unit Cost	4.25	4.25
7.	CONCRETE SEALER – DRIVEWAY	TO BE DETERMINED	SQUARE FOOT	1 X Unit Cost	4.25	4.25
8.	HIGH EARLY CEMENT 7-BAG MIX	TO BE DETERMINED	CUBIC YARD	1 X Unit Cost	200.00	200.00
9.	TOTAL PROJECT COST					981,123.50

Total Project Cost in written form: NINE HUNDRED EIGHTY ONE THOUSAND ONE HUNDRED TWENTY THREE. 50/

Below, please find an item description of the abovementioned:

- 1 - This item will include the following:
 - Removal of existing concrete sidewalk with a GRADALL
 - Placement of forms shall consist of slip-forms
 - Placement and finishing of the concrete sidewalk
 - Unit of measurement for pay item is per square foot
 - Sidewalk thickness shall be at 4-inches, except through the driveway which shall be at 5-inches.

- 2 - This item will include the following:
 - Removal of existing concrete sidewalk with a GRADALL
 - Placement and finishing of the concrete sidewalk to comply with the American with Disabilities Act for depressing sidewalk at intersections as requested. The concrete will consist of a Red concrete produced at the concrete plant, and the insertion of the truncated dome as specified per the attached.
 - Unit of measurement for pay item is per square foot.

VENDOR INFORMATION

The Contract shall begin on May 1, 2022 and be in effect until April 30, 2023.

TO BE COMPLETED BY VENDOR

COMPANY NAME: SUBURBAN CONCRETE INC.

CONTACT PERSON: PHIL HENRY

ADDRESS: 21227 W COMMERCIAL

CITY, STATE, ZIP CODE: MUNDELEIN IL 60060

TELEPHONE NUMBER: Office: 847-837-8805 Mobile: 847-833-2046

FACSIMILE NUMBER: ~~847-837-8827~~

E-MAIL ADDRESS: SUBURBANCONCRETE@COMCAST.NET

AUTHORIZED SIGNATURE: 

This Contract is made this ____ day of _____, 20__ by and between the City of Darien (hereinafter referred to as the "CITY") and _____ (Hereinafter referred to as the "CONTRACTOR").

WITNESSETH

In consideration of the promises and covenants made herein by the CITY and the CONTRACTOR (hereinafter referred to collectively as the "PARTIES"), the PARTIES agree as follows:

SECTION 1: THE CONTRACT DOCUMENTS: This Contract shall include the following documents (hereinafter referred to as the "CONTRACT DOCUMENTS") however this Contract takes precedence and controls over any contrary provision in any of the CONTRACT DOCUMENTS. The Contract, including the CONTRACT DOCUMENTS, expresses the entire agreement between the PARTIES and where it modifies, adds to or deletes provisions in other CONTRACT DOCUMENTS; the Contract's provisions shall prevail. Provisions in the CONTRACT DOCUMENTS unmodified by this Contract shall be in full force and effect in their unaltered condition.

- The Invitation to Bid
- The Instructions to the Bidders
- This Contract
- The Terms and Conditions
- The Bid as it is responsive to the CITY'S bid requirements
- All Certifications required by the City
- Certificates of insurance
- Performance and Payment Bonds as may be required by the CITY

SECTION 2: SCOPE OF THE WORK AND PAYMENT: The CONTRACTOR agrees to provide labor, equipment and materials necessary to provide the services as described in the CONTRACT DOCUMENTS and further described below:

Unit Pricing for the Sidewalk/Driveway/Apron & Curb & Gutter Concrete Replacement Program (Hereinafter referred to as the "WORK") and the CITY agrees to pay the CONTRACTOR pursuant to the provisions of the Local Government Prompt Payment Act (50 ILCS 505/1 *et seq.*) the following amount for performance of the described unit prices.

SECTION 3: ASSIGNMENT: CONTRACTOR shall not assign the duties and obligations involved in the performance of the WORK which is the subject matter of this Contract without the written consent of the CITY.

SECTION 4: TERM OF THE CONTRACT: This Contract shall commence on the date of its execution. The WORK shall commence upon receipt of a Notice to Proceed and continue for the period specified. This Contract shall terminate upon completion of the WORK, but may be terminated by either of the PARTIES for default upon failure to cure after ten (10) days prior written notice of said default from the aggrieved PARTY. The CITY, for its convenience, may terminate this Contract with thirty (30) days prior written notice.

SECTION 5: INDEMNIFICATION AND INSURANCE: The CONTRACTOR shall indemnify and hold harmless the CITY, its officials, officers, directors, agents, employees and representatives and assigns, from lawsuits, actions, costs (including attorneys' fees), claims or liability of any character, incurred due to the alleged negligence of the CONTRACTOR, brought because of any injuries or damages received or sustained by any person, persons or property on account of any act or omission, neglect or misconduct of said CONTRACTOR, its officers, agents and/or employees arising out of, or in performance of any of the provisions of the CONTRACT DOCUMENTS, including any claims or

amounts recovered for any infringements of patent, trademark or copyright; or from any claims or amounts arising or recovered under the "Worker's Compensation Act" or any other law, ordinance, order or decree. In connection with any such claims, lawsuits, actions or liabilities, the CITY, its officials, officers, directors, agents, employees, representatives and their assigns shall have the right to defense counsel of their choice. The CONTRACTOR shall be solely liable for all costs of such defense and for all expenses, fees, judgments, settlements and all other costs arising out of such claims, lawsuits, actions or liabilities. The Contractor shall not make any settlement or compromise of a lawsuit or claim, or fail to pursue any available avenue of appeal of any adverse judgment, without the approval of the City and any other indemnified party. The City or any other indemnified party, in its or their sole discretion, shall have the option of being represented by its or their own counsel. If this option is exercised, then the Contractor shall promptly reimburse the City or other indemnified party, upon written demand, for any expenses, including but not limited to court costs, reasonable attorneys' and witnesses' fees and other expenses of litigation incurred by the City or other indemnified party in connection therewith. Execution of this Contract by the CITY is contingent upon receipt of Insurance Certificates provided by the CONTRACTOR in compliance with the CONTRACT DOCUMENTS.

SECTION 6: COMPLIANCE WITH LAWS: The bidder shall at all times observe and comply with all laws, ordinances and regulations of the federal, state, local and City governments, which may in any manner affect the preparation of bids or the performance of the Contract. Bidder hereby agrees that it will comply with all requirements of the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq., including the provision dealing with sexual harassment and that if awarded the Contract will not engage in any prohibited form of discrimination in employment as defined in that Act and will require that its subcontractors agree to the same restrictions. The contractor shall maintain, and require that its subcontractors maintain, policies of equal employment opportunity which shall prohibit discrimination against any employee or applicant for employment on the basis of race, religion, color, sex, national origin, ancestry, citizenship status, age, marital status, physical or mental disability unrelated to the individual's ability to perform the essential functions of the job, association with a person with a disability, or unfavorable discharge from military service. Contractors and all subcontractors shall comply with all requirements of the Act and of the Rules of the Illinois Department of Human Rights with regard to posting information on employees' rights under the Act. Contractors and all subcontractors shall place appropriate statements identifying their companies as equal opportunity employers in all advertisements for workers to be employed in work to be performed. Not less than the Prevailing Rate of Wages as found by the City of Darien or the Department of Labor shall be paid to laborers, workmen, and mechanics performing work under the Contract. If awarded the Contract, contractor must comply with all provisions of the Illinois Prevailing Wage Act, including, but not limited to, providing certified payroll records to the Municipal Services Department. Contractor and subcontractors shall be required to comply with all applicable federal laws, state laws and regulations regarding minimum wages, limit on payment to minors, minimum fair wage standards for minors, payment of wage due employees, and health and safety of employees. Contractor and subcontractor are required to pay employees all rightful salaries, medical benefits, pension and social security benefits pursuant to applicable labor agreements and federal and state statutes and to further require withholdings and deposits therefore. The CONTRACTOR shall obtain all necessary local and state licenses and/or permits that may be required for performance of the WORK and provide those licenses to the CITY prior to commencement of the WORK if applicable.

SECTION 7: NOTICE: Where notice is required by the CONTRACT DOCUMENTS it shall be considered received if it is delivered in person, sent by registered United States mail, return receipt requested, delivered by messenger or mail service with a signed receipt, sent by facsimile or e-mail with an acknowledgment of receipt, to the following:

City of Darien

1702 Plainfield Road
Darien, IL 60561
Attn: Director of Municipal Services

SECTION 8: STANDARD OF SERVICE: Services shall be rendered to the highest professional standards to meet or exceed those standards met by others providing the same or similar services in the Chicagoland area. Sufficient competent personnel shall be provided who with supervision shall complete the services required within the time allowed for performance. The CONTRACTOR'S personnel shall, at all times present a neat appearance and shall be trained to handle all contact with City residents or City employees in a respectful manner. At the request of the Director of Municipal Services or a designee, the CONTRACTOR shall replace any incompetent, abusive or disorderly person in its employ.

SECTION 9: PAYMENTS TO OTHER PARTIES: The CONTRACTOR shall not obligate the CITY to make payments to third parties or make promises or representations to third parties on behalf of the CITY without prior written approval of the City Administrator or a designee.

SECTION 10: COMPLIANCE: CONTRACTOR shall comply with all of the requirements of the Contract Documents, including, but not limited to, the Illinois Prevailing Wage Act where applicable and all other applicable local, state and federal statutes, ordinances, codes, rules and regulations.

SECTION 11: LAW AND VENUE: The laws of the State of Illinois shall govern this Contract and venue for legal disputes shall be DuPage County, Illinois.

SECTION 12: MODIFICATION: This Contract may be modified only by a written amendment signed by both PARTIES.

FOR: THE CITY

FOR: THE CONTRACTOR

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: Mayor _____

Title: _____

Date: _____

Date: _____

**MINUTES
CITY OF DARIEN
MUNICIPAL SERVICES COMMITTEE MEETING
November 22, 2021**

PRESENT: Alderman Thomas Belczak -Chairman, Alderman Eric Gustafson, Alderman Joseph Kenny, Dan Gombac – Director

ABSENT: None

ESTABLISH QUORUM

Chairperson Thomas Belczak called the meeting to order at 7:00 p.m. at the City of Darien City Hall, 1702 Plainfield Road, Darien, Illinois. Chairperson Belczak declared a quorum present.

a. Resolution – Accept a proposal from Tiles in Style LLC, dba TAZA Supplies for the purchase of bituminous binder and surface.

Mr. Dan Gombac, Director reported that during the year the department removes and replaces various storm sewers and culvert pipes across driveway aprons and roadways for various Public Works projects. He reported that three competitive quotes were received, and staff recommends Tiles in Style LLC. He further reported that the pricing is comparable.

There was no one in the audience wishing to present public comment.

Alderman Belczak made a motion, and it was seconded by Alderman Kenny approval of a Resolution accepting a proposal from Tiles in Style LLC, dba TAZA Supplies for the purchase of bituminous binder and surface.

Upon voice vote, the MOTION CARRIED UNANIMOUSLY 3-0.

b. Resolution – Accept a proposal from Underground Pipe & Valve Co. for the purchase of Culvert Metal Pipes, Metal bands and metal flared end sections and fittings.

Mr. Dan Gombac, Director reported that during the year the department requires the use of culvert metal pipes and connectors to be used for various Public Works projects, such as driveway culvert replacements, storm sewer replacements and ditching projects.

There was no one in the audience wishing to present public comment.

Alderman Gustafson made a motion, and it was seconded by Alderman Belczak approval of a Resolution accepting a proposal from Underground Pipe & Valve Co. for the purchase of Culvert Metal Pipes, Metal bands and metal flared end sections and fittings.

Upon voice vote, the MOTION CARRIED UNANIMOUSLY 3-0.

c. Resolution – Accept a proposal from 119th St Materials (formerly Will Co Green, LLC) to provide tipping and transfer services for Public Works projects.

Mr. Dan Gombac, Director reported that during the year the department generates waste from various Public Works projects, such as water main breaks, valve and hydrant replacements, landscape restorations and ditching projects. He reported that the City received one competitive quote. He further reported that there was a 20% increase in pricing.

There was no one in the audience wishing to present public comment.

Alderman Belczak made a motion, and it was seconded by Alderman Kenny approval of a Resolution accepting a proposal from 119th St Materials (formerly Will Co Green, LLC) to provide tipping and transfer services for Public Works projects.

Upon voice vote, the MOTION CARRIED UNANIMOUSLY 3-0.

d. Resolution - Accept a proposal from Core & Main for the purchase of High Density Polyethylene Pipes, Bands, Flared End Sections, and fittings.

Mr. Dan Gombac, Director reported that during the year the department requires the use of High-Density Polyethylene Pipes (HDPP) and connectors to be used for various Public Works projects, such as storm sewer replacements and ditching projects.

There was no one in the audience wishing to present public comment.

Alderman Kenny made a motion, and it was seconded by Alderman Gustafson approval of a Resolution accepting a proposal from Core & Main for the purchase of High-Density Polyethylene Pipes, Bands, Flared End Sections, and fittings.

Upon voice vote, the MOTION CARRIED UNANIMOUSLY 3-0.

e. Resolution – Accept a proposal from Underground Pipe & Valve Co. for the purchase of Pressure Pipe.

Mr. Dan Gombac, Director reported that during the year the department requires the use of Pressure Pipe to be used for various Public Works projects, such as storm sewer replacements and ditching projects. He reported that the pressure pipe is further required to meet the EPA requirements when a water main is adjacent to a storm water main.

There was no one in the audience wishing to present public comment.

Alderman Gustafson made a motion, and it was seconded by Alderman Belczak approval of a Resolution accepting a proposal from Underground Pipe & Valve Co. for the purchase of Pressure Pipe.

Upon voice vote, the MOTION CARRIED UNANIMOUSLY 3-0.

f. Resolution - Accept a proposal from EJ USA, Inc. for Storm Sewer Structures, iron grates and concrete adjusting rings.

Mr. Dan Gombac, Director reported that during the year, the department requires the use of storm sewer structures to be used for various Public Works projects, such as storm sewer

maintenance and ditching projects. He reported that the pricing is straight from the manufacturer.

There was no one in the audience wishing to present public comment.

Alderman Kenny made a motion, and it was seconded by Alderman Belczak approval of a Resolution accepting a proposal from EJ USA, Inc. for Storm Sewer Structures, iron grates and concrete adjusting rings.

Upon voice vote, the MOTION CARRIED UNANIMOUSLY 3-0.

g. Resolution – Accept a proposal from JC Landscaping & Tree Service of topsoil and for the purchase and placement of sod.

Mr. Dan Gombac, Director reported that during the year the department requires the services of a landscaper to complete larger restoration projects from various Public Works projects, such as water main breaks, storm sewer and ditching projects. He reported that the City provides topsoil to the vendor, and the vendor grades the topsoil based on the cubic yards provided and purchases sod, fertilizer, and placement of the sod.

There was no one in the audience wishing to present public comment.

Alderman Kenny made a motion, and it was seconded by Alderman Belczak approval of a Resolution accepting a proposal from JC Landscaping & Tree Service of topsoil and for the purchase and placement of sod.

Upon voice vote, the MOTION CARRIED UNANIMOUSLY 3-0.

h. Resolution – Accept a proposal from Shreve Services, Inc. for the purchase of topsoil.

Mr. Dan Gombac, Director reported that during the year the department requires the use of topsoil for landscape restoration for various Public Works projects, such as water main breaks, storm sewer replacements and ditching projects.

There was no one in the audience wishing to present public comment.

Alderman Belczak made a motion, and it was seconded by Alderman Gustafson approval of a Resolution accepting a proposal from Shreve Services, Inc. for the purchase of topsoil.

Upon voice vote, the MOTION CARRIED UNANIMOUSLY 3-0.

i. Resolution - Accept a proposal from Core & Main for Smith and Blair Stainless Steel Water Main Repair Clamps Style 226 with stainless steel bolts for the maintenance of water system.

Mr. Dan Gombac, Director reported that during the year, the department requires the use of water main repair clamps to repair water main breaks throughout the City.

There was no one in the audience wishing to present public comment.

Alderman Kenny made a motion, and it was seconded by Alderman Gustafson approval of a Resolution accepting a proposal from Core & Main for Smith and Blair Stainless Steel Water Main Repair Clamps Style 226 with stainless steel bolts for the maintenance of water system.

Upon voice vote, the MOTION CARRIED UNANIMOUSLY 3-0.

- j. Resolution - Accept a proposal from Core & Main for Smith and Blair Stainless Steel Water Main Repair Clamps Style 238 in various sizes for the maintenance of the water system.**

Mr. Dan Gombac, Director reported that during the year, the department requires the use of water main repair clamps to repair water main breaks throughout the City.

There was no one in the audience wishing to present public comment.

Alderman Kenny made a motion, and it was seconded by Alderman Gustafson approval of a Resolution accepting a proposal from Core & Main for Smith and Blair Stainless Steel Water Main Repair Clamps Style 238 in various sizes for the maintenance of the water system.

Upon voice vote, the MOTION CARRIED UNANIMOUSLY 3-0.

- k. Resolution – Accept a proposal from Ziebell Water Service Products Inc. for Type K Copper Pipe for the maintenance of the water system.**

Mr. Dan Gombac, Director reported that during the year, the department requires the use of copper pipe to repair water main breaks throughout the City.

There was no one in the audience wishing to present public comment.

Alderman Kenny made a motion, and it was seconded by Alderman Gustafson approval of a Resolution accepting a proposal from Ziebell Water Service Products Inc. for Type K Copper Pipe for the maintenance of the water system.

Upon voice vote, the MOTION CARRIED UNANIMOUSLY 3-0.

- l. Resolution - Accept a proposal from Underground Pipe & Valve, Co. for Mueller Brand brass fittings for the maintenance of the water system.**

Mr. Dan Gombac, Director reported that during the year, the department requires the use of water main brass fittings to repair water-system related items throughout the City.

There was no one in the audience wishing to present public comment.

Alderman Gustafson made a motion, and it was seconded by Alderman Belczak approval of a Resolution accepting a proposal from Underground Pipe & Valve, Co. for Mueller Brand brass fittings for the maintenance of the water system.

Upon voice vote, the MOTION CARRIED UNANIMOUSLY 3-0.

- m. Resolution - Accept a proposal from Core & Main for General Water Utility Tools and Marking Supplies for the maintenance of the water system.**

Mr. Dan Gombac, Director reported that during the year, the department requires the use of various utility tools and marking supplies to repair water-system related items throughout the City.

There was no one in the audience wishing to present public comment.

Alderman Kenny made a motion, and it was seconded by Alderman Gustafson approval of a Resolution accepting a proposal from Core & Main for General Water Utility Tools and Marking Supplies for the maintenance of the water system.

Upon voice vote, the MOTION CARRIED UNANIMOUSLY 3-0.

- n. Resolution – Accept a proposal from Core & Main for General Water Utility Fixtures for the maintenance of the water system.**

Mr. Dan Gombac, Director reported that during the year, the department requires the use of various utility fixtures to repair water-system related items throughout the City.

There was no one in the audience wishing to present public comment.

Alderman Kenny made a motion, and it was seconded by Alderman Gustafson approval of a Resolution accepting a proposal from Core & Main for General Water Utility Fixtures for the maintenance of the water system.

Upon voice vote, the MOTION CARRIED UNANIMOUSLY 3-0.

- o. Resolution – Accept a proposal from Core & Main for water valves for the maintenance of the water system.**

Mr. Dan Gombac, Director reported that during the year, the department requires the use of various water valves to repair water-system related items throughout the City.

There was no one in the audience wishing to present public comment.

Alderman Kenny made a motion, and it was seconded by Alderman Gustafson approval of a Resolution accepting a proposal from Core & Main for water valves for the maintenance of the water system.

Upon voice vote, the MOTION CARRIED UNANIMOUSLY 3-0.

- p. Resolution - Accept a proposal from Core & Main for Mueller Super Centurion fire hydrants, valves, and accessories for the maintenance of the water system.**

Mr. Dan Gombac, Director reported that during the year, the department is required to replace fire hydrants due to accidents or due to the repair parts exceeding the cost of a new fire hydrant.

There was no one in the audience wishing to present public comment.

Alderman Kenny made a motion, and it was seconded by Alderman Gustafson approval of a Resolution accepting a proposal from Core & Main for Mueller Super Centurion fire hydrants, valves, and accessories for the maintenance of the water system.

Upon voice vote, the MOTION CARRIED UNANIMOUSLY 3-0.

- q. Resolution – Accept a proposal from EJ USA, Inc. for East Jordan CD250 fire hydrant and auxiliary valves for the maintenance of the water system.**

Mr. Dan Gombac, Director reported that during the year, the department is required to replace fire hydrants due to accidents or due to the repair parts exceeding the cost of a new fire hydrant.

There was no one in the audience wishing to present public comment.

Alderman Kenny made a motion, and it was seconded by Alderman Gustafson approval of a Resolution accepting a proposal from Resolution – Accept a proposal from EJ USA, Inc. for East Jordan CD250 fire hydrant and auxiliary valves for the maintenance of the water system.

Upon voice vote, the MOTION CARRIED UNANIMOUSLY 3-0.

- r. Resolution - Accept a proposal from Ziebell Water Service Products, Inc. for Waterous Pacer fire hydrant and auxiliary valves for the maintenance of the water system.**

Mr. Dan Gombac, Director reported that during the year, the department is required to replace fire hydrants due to accidents or due to the repair parts exceeding the cost of a new fire hydrant.

There was no one in the audience wishing to present public comment.

Alderman Kenny made a motion, and it was seconded by Alderman Gustafson approval of a Resolution accepting a proposal from Ziebell Water Service Products, Inc. for Waterous Pacer fire hydrant and auxiliary valves for the maintenance of the water system.

Upon voice vote, the MOTION CARRIED UNANIMOUSLY 3-0.

- s. Resolution – Accept a proposal from Underground Pipe and Valve Co. for Clow Medallion fire hydrants, valves, and accessories for the maintenance of the water system.**

Mr. Dan Gombac, Director reported that during the year, the department is required to replace fire hydrants due to accidents or due to the repair parts exceeding the cost of a new fire hydrant.

There was no one in the audience wishing to present public comment.

Alderman Gustafson made a motion, and it was seconded by Alderman Belczak approval of a Resolution accepting a proposal from Underground Pipe and Valve Co. For Clow Medallion fire hydrants, valves, and accessories for the maintenance of the water system.

Upon voice vote, the MOTION CARRIED UNANIMOUSLY 3-0.

- t. Resolution - Accept a proposal from Underground Pipe and Valve Co. for the Clow Eddy fire hydrant repair parts.**

Mr. Dan Gombac, Director reported that during the year, the department requires the use of manufacturer-specified fire hydrant repair parts for fire hydrant repairs.

There was no one in the audience wishing to present public comment.

Alderman Gustafson made a motion, and it was seconded by Alderman Belczak approval of a Resolution accepting a proposal from Underground Pipe and Valve Co. for the Clow Eddy fire hydrant repair parts.

Upon voice vote, the MOTION CARRIED UNANIMOUSLY 3-0.

- u. Resolution - Accept a proposal from Underground Pipe and Valve Co. for the Clow Medallion fire hydrant repair parts.**

During the year, the department requires the use of manufacturer-specified fire hydrant repair parts for fire hydrant repairs.

There was no one in the audience wishing to present public comment.

Alderman Gustafson made a motion, and it was seconded by Alderman Belczak approval of a Resolution accepting a proposal from Underground Pipe and Valve Co. for the Clow Medallion fire hydrant repair parts.

Upon voice vote, the MOTION CARRIED UNANIMOUSLY 3-0.

- v. Resolution - Accept a proposal from Ziebell Water Service Products for the Traverse City fire hydrant repair.**

Mr. Dan Gombac, Director reported that during the year, the department requires the use of manufacturer-specified fire hydrant repair parts for fire hydrant repairs. He reported that while the Traverse City fire hydrants are no longer manufactured, many of the parts are currently available.

There was no one in the audience wishing to present public comment.

Alderman Kenny made a motion, and it was seconded by Alderman Gustafson approval of a Resolution accepting a proposal from Ziebell Water Service Products for the Traverse City fire hydrant repair.

Upon voice vote, the MOTION CARRIED UNANIMOUSLY 3-0.

w. Resolution - Accept a proposal from EJ USA Inc. for the East Jordan Water Master 5CD250 and Water Master 5BR250 fire hydrant repair.

Mr. Dan Gombac, Director reported that during the year, the department requires the use of manufacturer-specified fire hydrant repair parts for fire hydrant repairs.

There was no one in the audience wishing to present public comment.

Alderman Kenny made a motion, and it was seconded by Alderman Belczak approval of a Resolution accepting a proposal from EJ USA Inc. for the East Jordan Water Master 5CD250 and Water Master 5BR250 fire hydrant repair.

Upon voice vote, the MOTION CARRIED UNANIMOUSLY 3-0.

x. Resolution - Accept a proposal from Core & Main for the Mueller Super Centurion fire hydrant repair parts.

Mr. Dan Gombac, Director reported that during the year, the department requires the use of manufacturer-specified fire hydrant repair parts for fire hydrant repairs.

There was no one in the audience wishing to present public comment.

Alderman Kenny made a motion, and it was seconded by Alderman Gustafson approval of a Resolution accepting a proposal from Core & Main for the Mueller Super Centurion fire hydrant repair parts.

Upon voice vote, the MOTION CARRIED UNANIMOUSLY 3-0.

y. Resolution - Accept a proposal from Core & Main for the US Pipe Metropolitan fire hydrant repair parts.

Mr. Dan Gombac, Director reported that during the year, the department requires the use of manufacturer specified fire hydrant repair parts for fire hydrant repairs.

There was no one in the audience wishing to present public comment.

Alderman Kenny made a motion, and it was seconded by Alderman Gustafson approval of a Resolution accepting a proposal from Core & Main for the US Pipe Metropolitan fire hydrant repair parts.

Upon voice vote, the MOTION CARRIED UNANIMOUSLY 3-0.

z. 2021HEN-03 Julian Saybor (2941 87TH Street) – Petitioner seeks relief from City Code Sections 7-5-1(B)(5) & 7-5-1(B)(8) of the Chicken Ordinance to grant approval for an existing Enclosure/Structure and Chicken Coop.

Mr. Jordan Yanke, City Planner reported that the petitioner is asking for relief with 5 feet from the west property line. He reported that a site visit was conducted and that the petitioner is not present.

Mr. Yanke reported that there is currently no fence and that the petitioner is proposing a chain link fence. He reported that the petitioner claims that the structure is temporary. He reported that the structure is large and not mobile, and that Code is a 6 ft. privacy fence.

Alderman Eric Gustafson stated that he received a letter of support from the neighbor directly to the east and that they had no issues.

Mr. Dan Gombac, Director reported that roosters have been reported and the petitioner has been warned to remove them.

Alderman Kenny recommended voting no to the petition since the petitioner was not present.

Anthony and Jeanine Antiporek, the neighbors to the east of the petitioner voiced their strong objection. They stated that there is a 15-year history of the homeowner breaking the rules and that the home is in disarray and asked that the Committee deny the request for relief.

Alderman Gustafson asked if the Antiporek's hear a rooster.

The Antiporek's stated that they do hear a rooster and that they are not against the chickens but that they would just like to see a fence.

Mr. Gombac suggested that if the neighbor's see a rooster to call the police and then the City can enforce.

Chairperson Belczak stated that the petitioner submitted information that is incomplete and nothing close to a hardship.

Alderman Gustafson stated that the property is in his Ward and that residents need to be held accountable.

Mr. Gombac stated that staff will contact the petitioner and provide feedback regarding what needs to be completed.

Chairperson Belczak stated that he would like to see a wood fence.

Alderman Belczak made a motion to call the question. There was no motion to approve a Resolution accepting relief from City Code Sections 7-5-1(B)(5) & 7-5-1(B)(8) of the Chicken Ordinance to grant approval for an existing Enclosure/Structure and Chicken Coop.

The petition was DENIED.

aa. Minutes – October 25, 2021 Municipal Services Committee

Alderman Kenny made a motion, and it was seconded by Alderman Gustafson approval of the October 25, 2021 Municipal Services Committee Meeting Minutes.

Upon voice vote, the MOTION CARRIED UNANIMOUSLY 3-0.

DIRECTOR'S REPORT

Mr. Dan Gombac, Director reported on the completion of the rear drain projects weather permitting. He reported that staff is reviewing the sweep service and not recommending a contract extension.

NEXT SCHEDULED MEETING

Chairperson Belczak announced that the next meeting is scheduled for Monday, December 28, 2021.

ADJOURNMENT

With no further business before the Committee, Alderman Kenny made a motion, and it was seconded by Alderman Gustafson to adjourn. Upon voice vote, THE MOTION CARRIED unanimously, and the meeting adjourned at 8:02 p.m.

RESPECTFULLY SUBMITTED:

Thomas Belczak
Chairman

Eric Gustafson
Alderman

Joseph Kenny
Alderman