



Public Works Committee Meeting Agenda

Microsoft Teams Virtual Meeting

City Hall - 300 Fourth Street

4:00 PM December 16, 2020

Call to Order

Action Items

1. Approve Minutes from November 4, 2020

2. Northwood Road Waterline Extension East

Request from Mike Kooy to extend a water line west to Northwood Road from his development east of the storage units on Badger Road. This will provide a loop which is necessary to provide adequate water pressure and volume for fire protection. Because these improvements are off-site, they would be eligible for credit against water connection fees. This is to be incorporated into a Developer Agreement.

3. Sensus AMI Agreement

The City is looking at installing a fixed-base meter reading system compatible with newer meters that have already been installed. This system will reduce meter reading time and provide better leak detection. The agreement is a five-year initial term agreement and is currently being reviewed by the City attorney.

4. Recommendation to City Council to Award Contract for Lynden Fire Station Renovation

Bids were opened on December 8, 2020 and a bid tabulation was distributed to Council. Roosendaal-Honcoop Construction, Inc., is the lowest responsive and responsible bidder with a bid of \$2,154,325.30 including Washington State Sales Tax. The financial plan adequately addresses the bid items and contingency and was approved by both the Public Safety Committee and the Finance Committee.

This will be presented at the City Council meeting on December 21, 2020.

5. Professional Service Agreement - Welch Ecological

Annual NPDES Phase II Stormwater Permit compliance support.

6. Award Two-Year Bids 2021-2022

Bid Tabulation will be presented at the meeting:

- 1) Mowing (Flynn Road Detention Pond, Benson Road, Heritage Park)
- 2) Pest Control (bid tabulation to be presented at the meeting)

7. Award Annual Bids for 2021

Bids Opened December 8th and Bid Tabulation will be presented at meeting.

- 1) Rocks, Gravel, Materials
- 2) Chemicals
- 3) Lab Analysis
- 4) Grease Trap Services for Community Center

Information Items

8. BHC and RH2 On-Call Contracts

For technical support on new developments as needed. BHC would provide wastewater plant improvements support and RH2 would provide water distribution system modeling.

9. Badger Road Waterline Breaks

Public Works crew has responded in the past month to three breaks in the old A/C waterline east of Benson Road. Staff is seeking temporary service for Kulshan Veterinary Clinic. Staff is also reaching out to PeaceHealth to coordinate plans for new waterlines in that area for their development.

10. Water Service to Kon Tree Aire Apartments

Department of Ecology is working to obtain approval to use the EDB water right to be able to serve Kon Tree Aire Apartments on Birch Bay Lynden Road. It is the City's understanding that the apartments would pay the price for connection. Additionally, the apartments will relinquish water rights into a trust.

11. 17th Street Extension Latecomer's Agreement for Sidewalk, Water and Sewer Extension

The improvements included in the Latecomer's Agreement associated with the 17th Street Extension project include sidewalk, waterline and sanitary sewer line extensions. The assessment roll is attached. The owners of the assessed properties were notified via Certified Mail on December 15, 2020 and they have 20 days in which to request a Public Hearing.

12. PROJECT - Industrial Condensate Pipeline

Shoreline permits have been submitted to Whatcom County and staff is expecting response back from the Army Corps by the end of the year for the JARPA permit. Construction is planned for 2021.

13. PROJECT - Jim Kaemingk Trail - Depot to 8th Street

Staff is working on applying for shoreline permits for this trail extension.

14. PROJECT - Guide Meridian Pump Station

Whatcom County will not require a Conditional Use Permit. The City is going to request SEPA authority for the project.

Next Meeting: January 6, 2021

Adjournment

CITY OF LYNDEN

PUBLIC WORKS DEPARTMENT
360-354-3446



PUBLIC WORKS COMMITTEE MINUTES

4:00 PM November 4, 2020
Microsoft Teams Virtual Meeting
City Hall 2nd Floor Large Conference Room

1. ROLL CALL

Members Present: Mayor Scott Korthuis; Councilors Gary Bode, Ron De Valois

Members Absent: Jerry Kuiken, with notice

Staff Present: City Administrator Mike Martin; Public Works Director Steve Banham, Programs Manager Mark Sandal, Sr. Admin. Assistant Miriam Kentner

Public Present: Gary Vis

2. ACTION ITEMS

A. **Approve Minutes from October 7, 2020**

Bode motioned to approve the minutes and De Valois seconded the motion.

Action

The minutes from October 7, 2020 were approved.

B. **2021 Budget Addendum: Utility Rates and Fees**

The City of Lynden 2021 Budget Addendum was presented to the committee. Rate increases for sewer and water include 2% for new connections' General Facility Capital Improvement (FCI) charges and 10% for Stormwater rates and Stormwater Management General Facility Capital Improvement charges.

Action

The Public Works Committee concurred to recommend forwarding the 2021 Budget Addendum: Utility Rates and Fees for inclusion in the 2021 Budget Addendum.

C. **302 Front Street ADA Parking**

The Committee revisited the discussion of an ADA parking stall request from 302 Front Street [Meraki Salon & Shop] that was discussed at the Public Works Committee on July 8, 2020. At that meeting the Committee supported the installation of an additional stall but asked that staff further investigate any impacts. With this further review it was determined that the additional ADA stall would eliminate two downtown parking stalls.

The Committee discussed the current traffic, parking, and ADA user demand in that area of Front Street and the benefit/need of the ADA stall over two lost stalls

Action

The Public Works Committee concurred to support the installation of an additional ADA parking stall near 302 Front Street.

D. PROJECT- Cured in Place Pipe (CIPP) Projects:

Banham stated staff recently advertised for two Cured in Place Projects: the Sewer Main Line between 10th Street and BC Ave between Liberty and Glenning and the Industrial Condensate Line from Riverview Road to Hannegan Road. Bids are due on November 10th.

Action

The Public Works Committee concurred and directed that staff notify them of the bids received and to forward the favorable bids for BC Avenue CIPP and Industrial Condensate Pipeline CIPP directly to City Council for approval.

E. Industrial Condensate Pipeline Hannegan Manholes

The Committee discussed the Small Works Roster project to install five sanitary sewer manholes along Hannegan Road beginning at Riverview Road and extending south. Banham stated the bids are due on November 10th.

Action

The Public Works Committee concurred and directed that staff notify them of the bids received and to forward the favorable bid for the Industrial Condensate Pipeline Manholes directly to City Council for approval.

F. Biosolids Beneficial Use Services – Boulder Park Contract Renewal

The Committee discussed the agreement between the City of Lynden, King County, and Boulder Park originally entered into in 2004 for the purpose of shipping and beneficially using biosolids at Boulder Park in Douglas County. The biosolids are then applied to agricultural fields. The current contract expires on December 31, 2020. The City uses this as the primary alternative to the production of compost by the Wastewater Treatment Plant.

Action

The Public Works Committee concurred that the new contract between the City, King County and Boulder Park be forwarded to City Council for approval.

3. INFORMATION ITEMS**A. Lynden Rec Center (formerly YMCA)**

The Lynden Recreation Center Building (formerly YMCA) was inspected on October 29th by Pillar to Post. Staff will bring the inspection report to the December Public Works Committee meeting.

Weekly Janitorial service began on October 23 and will continue every Friday through 2020.

B. 2020 – 2021 Draft Snow Route Map

Banham presented the Snow Route Map and noted that 17th Street has been added due to the street extension project.

The Public Works crew is installing snow fences this week.

C. PROJECT: Airport PAPI Lights

Banham stated that installation of the PAPI lights was completed on October 30th.

D. PROJECT: 17th Street Extension

Banham provided a detailed breakdown of the estimated latecomer reimbursement for sidewalk, sewer, and water extensions made with this project. The breakdown shows how much would be due from the abutting undeveloped properties at time of development under a Developer Reimbursement (Latecomers) Agreement. This preliminary determination will be sent to the property owner advising them of our intent to form the agreement.

Stremler Gravel has completed the curb and gutters, and paving is expected to start the week of November 9th, weather permitting.

E. PROJECT: Berthusen Park Restroom

Banham stated that Tiger Construction is working on the project and the prefab restroom structure was delivered on October 29th.

F. PROJECT: Judson Street Low Impact Development

Banham stated he has a meeting with property owners on Thursday, November 5 to review the design of the Judson Street Low Impact Development (LID) project.

G. PROJECT: Pepin Creek Main Street Bridge

Banham explained that contractors for other bridge projects in the area are seeing a nine-month lag between order and delivery for bridge girders- this delay could extend the project significantly. Reichhardt and Ebe Engineering are looking at creative construction options to minimize impact to the project timeline.

H. PROJECT: Fire Station Renovation

Banham stated that the advertisement for bids is in the paper today. Builders Exchange of Washington is managing distribution of plans and specifications. The bid opening is scheduled for December 3, 2020.

The meeting was adjourned at 4:43 p.m.

Skyview Townhomes
 E. Lynden
 12/1/2020
 Water Main Extension to Northwood Road

Site Work	Quantity	Unit Price	Extended Price
MOBILIZATION	1 EA	\$10,000.00	\$10,000.00
SAWCUT ACP	200 INFT	\$1.00	\$200.00
SAWCUT PCC	3700 INFT	\$1.50	\$5,550.00
ROADWAY EXCAVATION	110 CY	\$20.00	\$2,200.00
GRAVEL BASE	220 TON	\$18.00	\$3,960.00
PRESERVE EXISTING FACILITES	1 LS	\$5,000.00	\$5,000.00
REMOVE ASPHALT PAVEMENT	600 SF	\$1.00	\$600.00
REMOVE CONCRETE PAVEMENT	1500 SF	\$1.50	\$2,250.00
8" C900 WATER MAIN	780 LF	\$50.00	\$39,000.00
12" GATE VALVE	2 EA	\$2,500.00	\$5,000.00
8" GATE VALVE	4 EA	\$1,500.00	\$6,000.00
FIRE HYDRANT ASSEMBLY	3 EA	\$4,500.00	\$13,500.00
CONNECT TO EXISTING	1 EA	\$1,500.00	\$1,500.00
ASPHALT PATCHING	600 SF	\$10.00	\$6,000.00
CONCRETE PATCHING	1500 SF	\$8.00	\$12,000.00
PAVEMENT MARKING REPAIR	1 LS	\$500.00	\$500.00
STORAGE YARD RESTORATION	1 LS	\$3,000.00	\$3,000.00
LANDSCAPE RESTORATION	1 LS	\$1,200.00	\$1,200.00
TEMPORARY TRAFFIC CONTROL	1 LS	\$5,000.00	\$5,000.00
TEMPORARY TRENCH PATCH	600 SF	\$5.00	\$3,000.00
			\$125,460.00

Soft Costs

Survey and Base Map	\$	5,500.00
Legal and Easements	\$	3,500.00
Administration and General Management	\$	15,000.00
Contingency of 10%	\$	10,000.00
	\$	34,000.00
Sales Tax	\$	11,698.02
Grand Total		\$171,158.02

Software as a Service Agreement

between

City of Lynden
 ("Customer")

and
Sensus USA Inc.
 ("Sensus")

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

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

Sensus USA Inc.

Customer: City of Lynden

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

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

Contents of this Agreement:

- Agreement
- Exhibit A Software
- Exhibit B Technical Support

Agreement

1. **General**
 - A. **Agreement Generally.** The scope of this Agreement includes usage terms for Sensus' hosted Software solution, technical support, and supporting terms and conditions for an advanced metering infrastructure solution that Customer will purchase from Sensus' authorized distributor. Customer is not paying Sensus directly for the services provided by Sensus under the Agreement; rather, Customer shall pay Sensus' authorized distributor pursuant to a separate agreement between Customer and such authorized distributor.
2. **Software.**
 - A. **Software as a Service (SaaS).** Sensus shall provide Customer with Software as a Service, as defined in Exhibit A, only so long as Customer is current in its payments for such services.
 - B. **UCITA.** To the maximum extent permitted by law, the Parties agree that the Uniform Computer Information Transaction Act as enacted by any state shall not apply, in whole or in part, to this Agreement.
3. **Spectrum**
 - A. **Spectrum Lease.** The parties previously entered into a spectrum manager lease on 1/15/2018 (the "Spectrum Lease"), which is hereby specifically incorporated by reference.
4. **Equipment.**
 - A. **Purchase of Equipment.** Customer shall purchase all Field Devices, RF Field Equipment, and other goods (collectively, "Equipment") from Sensus' authorized distributor pursuant to the terms and conditions (including any warranties on such Equipment) agreed by Customer and Sensus' authorized distributor. This Agreement shall not affect any terms and conditions, including any warranty terms, agreed by Customer and Sensus' authorized distributor. If Customer elects to purchase any equipment or services directly from Sensus, or if Customer pays any fees or other costs to Sensus, then Sensus' Terms of Sale shall apply. The "Terms of Sale" are available at: <https://www.sensus.com/tc>, or 1-800-METER-IT
 - B. **THERE ARE NO WARRANTIES IN THIS AGREEMENT, EXPRESS OR IMPLIED. SENSUS EXPRESSLY DISCLAIMS ANY AND ALL REPRESENTATIONS, WARRANTIES AND/OR CONDITIONS, EXPRESSED, IMPLIED, STATUTORY OR OTHERWISE, REGARDING ANY MATTER IN CONNECTION WITH THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, WARRANTIES AS TO FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, NON-INFRINGEMENT AND TITLE.**
5. **Services.**
 - A. **Installation of Equipment.** Installation services for Field Devices, other goods, and RF Field Equipment will be as agreed between the Customer and Sensus' authorized distributor. Sensus will not provide installation services pursuant to this Agreement
 - B. **Technical Support.** Sensus shall provide Customer the technical support set forth in Exhibit B.
 - C. **Project Management.** Sensus' authorized distributor will provide project management services to Customer. Any project management of the FlexNet System provided by Sensus shall be subject to a separate agreement which describes the scope and pricing for such work.
 - D. **Training.** Sensus' authorized distributor will provide Customer with training on the use of the FlexNet System. Any training provided by Sensus shall be subject to a separate agreement which describes the scope and pricing for such work.
 - E. **IT Systems Integration Services.** Except as may otherwise be provided herein, integration of the Software into Customer's new or existing internal IT systems is not included in this Agreement. Any integration work shall be subject to a separate agreement which describes the scope and pricing for such work.
6. **General Terms and Conditions.**
 - A. **Infringement Indemnity.** Sensus shall indemnify and hold harmless Customer from and against any judgment by a court of competent jurisdiction or settlement reached from any litigation instituted against Customer in the United States by a third party which alleges that the 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 and the Spectrum Lease, represents the entire understanding between and obligations of the parties and supersedes all prior understandings, agreements, negotiations, and proposals, whether written or oral, formal or informal between the parties. Any additional writings shall not modify any limitations or remedies provided in the Agreement. There are no other terms or conditions, oral, written, electronic or otherwise. There are no implied obligations. All obligations are specifically set forth in this Agreement. Further, there are no representations that induced this Agreement that are not included in it. The ONLY operative provisions are set forth in writing in this Agreement. Without limiting the generality of the foregoing, no purchase order placed by or on behalf of Customer shall alter any of the terms of this Agreement. The parties agree that such documents are for administrative purposes only, even if they have terms and conditions printed on them and even if and when they are accepted and/or processed by Sensus. Any goods, software or services delivered or provided in anticipation of this Agreement (for e.g., as part of a pilot or because this Agreement has not yet been signed but the parties have begun the deployment) under purchase orders placed prior to the execution of this Agreement are governed by this Agreement upon its execution and it replaces and supersedes any such purchase orders.

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, 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.
- 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
- Consumer Portal

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

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

C. Termination of 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:

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

- ii. **Calculations**
 - a. **Targeted Minutes of Operation** or **TMO** means total minutes cumulative across all Applications in the applicable month minus the Scheduled Downtime in the Month.
 - b. **Scheduled Downtime** means the number of minutes during the Month, as measured by Sensus, in which access to any Application is scheduled to be unavailable for use by Customer due to planned system maintenance. Sensus shall provide Customer notice (via email or otherwise) at least seven (7) days in advance of commencement of the Scheduled Downtime.
 - c. **Non-Scheduled Downtime** means the number of minutes during the Month, as measured by Sensus, in which access to any Application is unavailable for use by Customer due to reasons other than Scheduled Downtime or the Exceptions, as defined below (e.g., due to a need for unplanned maintenance or repair).
- iii. **Exceptions.** Exceptions mean the following events:
 - Force Majeure
 - Emergency Work, as defined below; and
 - Lack of Internet Availability, as described below.
 - a. **Emergency Work.** In the event that Force Majeure, emergencies, dangerous conditions or other exceptional circumstances arise or continue during TMO, Sensus shall be entitled to take any actions that Sensus, in good faith, determines is necessary or advisable to prevent, remedy, mitigate, or otherwise address actual or potential harm, interruption, loss, threat, security or like concern to any of the Application(s) ("Emergency Work"). Such Emergency Work may include, but is not limited to: analysis, testing, repair, maintenance, re-setting and other servicing of the hardware, cabling, networks, software and other devices, materials and systems through which access to and/or use of the Application(s) by the Customer is made available (the "Managed Systems"). Sensus shall endeavor to provide advance notice of such Emergency Work to Customer when practicable and possible.
 - b. **Lack of Internet Availability.** Sensus shall not be responsible for any deterioration of performance attributable to latencies in the public internet or point-to-point network connection operated by a third party. Customer expressly acknowledges and agrees that Sensus does not and cannot control the flow of data to or from Sensus' networks and other portions of the Internet, and that such flow depends in part on the performance of Internet services provided or controlled by third parties, and that at times, actions or inactions of such third parties can impair or disrupt data transmitted through, and/or Customer's connections to, the Internet or point-to-point data connection (or portions thereof). Although Sensus will use commercially reasonable efforts to take actions Sensus may deem appropriate to mitigate the effects of any such events, Sensus cannot guarantee that such events will not occur. Accordingly, Sensus disclaims any and all liability resulting from or relating to such events.
- iv. **System Availability.** For each month that the System Uptime Rates for the production RNI falls below 99.0%, Sensus will issue Customer the following Service Level Credits:

System Uptime Rate per calendar month	Service Level Credit
Less than 99.0% but at least 97.5%	5% of the monthly RNI SaaS Fees in which the service level default occurred (Note: SaaS fees are pre-paid annually and for purposes of SLA Credits are computed on a monthly basis.)
Less than 97.5% but at least 95.0%	10% of the monthly RNI SaaS Fees in which the service level default occurred
Less than 95.0%	20% of the monthly RNI SaaS Fees in which the service level default occurred

Service Level Credits for any single month shall not exceed 20% of the RNI SaaS Fee associated with the month in which the service level default occurred. Sensus records and data will be the sole basis for all Service Level Credit calculations and determinations, provided that such records and data must be made available to Customer for review and agreement by Customer. To receive a Service Level Credit, Customer must issue a written request no later than ten (10) days after the Service Level Credit has accrued. Sensus will apply each valid Service Level Credit to the Customer's invoice within 2 billing cycles after Sensus' receipt of Customer's request and confirmation of the failure to meet the applicable Service Level Credit. Service Level Credits will not be payable for failures to meet the System Uptime Rate caused by any Exceptions. No Service Level Credit will apply if Customer is not current in its undisputed payment obligations under the Agreement. Service Level Credits are exclusive of any applicable taxes charged to Customer or collected by Sensus. Sensus shall not refund an unused Service Level Credits or pay cash to Customer for any unused Service Level Credits. Any unused Service Level Credits at the time the Agreement terminates will be forever forfeited. THE SERVICE LEVEL CREDITS DESCRIBED IN THIS SECTION ARE THE SOLE AND EXCLUSIVE REMEDY FOR SENSUS' FAILURE TO MEET THE SYSTEM UPTIME REQUIREMENT OR ANY DEFECTIVE SAAS PERFORMANCE. IN NO EVENT SHALL THE AGGREGATE AMOUNT OF SERVICE LEVEL CREDITS IN ANY ANNUAL PERIOD EXCEED 20% OF THE ANNUAL RNI SAAS FEE.

- B. **Data Center Site-Security.** Although Sensus may modify such security arrangements without consent or notice to Customer, Customer acknowledges the following are the current arrangements regarding physical access to and support of the primary hardware components of the Managed Systems:
 - i. The computer room(s) in which the hardware is installed is accessible only to authorized individuals.
 - ii. Power infrastructure includes one or more uninterruptible power supply (UPS) devices and diesel generators or other alternative power for back-up electrical power.
 - iii. Air-conditioning facilities (for humidity and temperature controls) are provided in or for such computer room(s) and can be monitored and adjusted for humidity and temperature settings and control. Such air systems are supported by redundant, back-up and/or switch-over environmental units.
 - iv. Such electrical and A/C systems are monitored on an ongoing basis and personnel are available to respond to system emergencies (if any) in real time.
 - v. Dry pipe pre-action fire detection and suppression systems are provided.
 - vi. Data circuits are available via multiple providers and diverse paths, giving access redundancy.
- C. **Responsibilities of Customer.**
 - i. Customer shall promptly pay all Software as a Service fees.
 - ii. Customer may not (i) carelessly, knowingly, intentionally or maliciously threaten, disrupt, harm, abuse or interfere with the Application(s), Managed Systems or any of their functionality, performance, security or integrity, nor attempt to do so; (ii) impersonate any person or entity, including, but not limited to, Sensus, a Sensus employee or another user; or (iii) forge, falsify, disguise or otherwise manipulate any identification information associated with Customer's access to or use of the Application(s).

- iii. The provisioning, compatibility, operation, security, support, and maintenance of Customer's hardware and software ("Customer's Systems") is exclusively the responsibility of Customer. Customer is also responsible, in particular, for correctly configuring and maintaining (i) the desktop environment used by Customer to access the Application(s) managed by Sensus; and (ii) Customer's network router and firewall, if applicable, to allow data to flow between the Customer's Systems and Sensus' Managed Systems in a secure manner via the public Internet.
- iv. Upon receiving the system administrator account from Sensus, Customer shall create username and passwords for each of Customer's authorized users and complete the applicable Sensus registration process (Authorized Users). Such usernames and passwords will allow Authorized Users to access the Application(s). Customer shall be solely responsible for maintaining the security and confidentiality of each user ID and password pair associated with Customer's account, and Sensus will not be liable for any loss, damage or liability arising from Customer's account or any user ID and password pairs associated with Customer. Customer is fully responsible for all acts and omissions that occur through the use of Customer's account and any user ID and password pairs. Customer agrees (i) not to allow anyone other than the Authorized Users to have any access to, or use of Customer's account or any user ID and password pairs at any time; (ii) to notify Sensus immediately of any actual or suspected unauthorized use of Customer's account or any of such user ID and password pairs, or any other breach or suspected breach of security, restricted use or confidentiality; and (iii) to take the Sensus-recommended steps to log out from and otherwise exit the Application(s) and Managed Systems at the end of each session. Customer agrees that Sensus shall be entitled to rely, without inquiry, on the validity of the user accessing the Application(s) application through Customer's account, account ID, usernames or passwords.
- v. Customer shall be responsible for the day-to-day operations of the Application(s) and FlexNet System. This includes, without limitation, (i) researching problems with meter reads and system performance, (ii) creating and managing user accounts, (iii) customizing application configurations, (iv) supporting application users, (v) investigating application operational issues, (vi) responding to alarms and notifications, and (vii) performing over-the-air commands (such as firmware updates or configuration changes).

D. Software Solution Components.

- i. **Description of Software Solutions.** Sensus software consists of a core communication module and a set of applications. Some applications are required to perform basic solution capabilities, other applications are optional and add additional capabilities and function to the overall solution. As Customer's business process expands and/or new Sensus offerings are made available, additional applications and functionality can dynamically be added to the solution, provided Customer purchases such additional applications.
- ii. **Regional Network Interface.** The Regional Network Interface (RNI) or Sensus head-end is the centralized intelligence of the FlexNet network; the RNI's primary objective is to transfer endpoint (such as meters) data to the Customer and the advanced feature applications. The RNI is adaptable to Customer configurations by simultaneously supporting a wide range of FlexNet enabled endpoints; including but not limited to meters (electric, water, gas), street lighting, and Home Area Network devices.
 - a. Core Package
 - (i) Communication
 - 1. Manages all inbound and outbound traffic to and from endpoints
 - 2. Outbound routing optimization
 - 3. Route analyzer
 - 4. AES256 bit encryption of radio messages
 - 5. Reports and metric details of network performance and troubleshooting aids
 - 6. Management of RF equipment (base stations and endpoint radios)
 - (ii) Data Collection
 - 1. Missing read management
 - 2. Management of duplicate reads
 - 3. 60 day temporary storage
 - (iii) Application integration
 - 1. To Sensus Analytics applications
 - 2. Enable 3rd party application integration
 - 3. Batch CMEP file export
 - 4. Real-time access through MultiSpeak
 - (iv) Endpoint Management
 - 1. Gas, water, electric, lighting concurrent support
 - 2. Remote configuration
 - 3. Remote firmware updates
 - 4. Reports, metrics and Troubleshooting
 - (v) User Management
 - 1. Secure access
 - 2. Password management
 - 3. Definable user roles
 - 4. User permissions to manage access to capabilities
 - b. Integration of RNI. Sensus shall provide RNI integration support services to Customer only to the extent specifically provided below:
 - (i) Sensus shall meet with the representative from the Customer's system(s) targeted for integration to determine which integration method is appropriate (e.g., Multispeak, CMEP, etc.).
 - 1. In scope and included integration efforts: Provide the gateway URLs to the integrating system as needed, provide Customer with standard integration API documentation, validate and test that the correct Customer information is flowing into and/or out of the RNI.
 - 2. Out of scope and subject to additional charges: Modifications or extensions to the standard API provided by Sensus and any integration efforts not outlined above as in scope and included.
 - (ii) Customer Responsibilities:
 - 1. Provide Sensus with information about the relevant information Customer wishes to transfer and integrate with the RNI.
 - 2. Establish the network and security required for the two systems to reasonably communicate.
 - 3. Verify integration to third party system functionality is working as intended.
 - (iii) If an item is not listed in subparagraph (i) above, such item is excluded from the integration of Sensus RNI Support and is subject to additional pricing.

3. Sensus Analytics

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

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

- b. Users can manage alert groups by adding and removing group members.
- c. Allows selection of notification method for how end users in the group will be notified; email or SMS (text message).
- d. Allows creation of an alert from the available system events from smart points and assign to a group.
- e. Monitors the systems meters for events. When an event is triggered, all users in the group will be notified.

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

- i. Web Portal Standard Features
 - a. Self-serve sign up and account/password management
 - b. Dynamic sizing to work on most standard browsers
 - c. Customizable logo and backdrop images
 - d. Capable of supporting multiple languages (Spanish and English standard)
 - e. Provides links to bill payment and support web locations. (Single Sign On access is not standard)
 - f. Supports multiple accounts and multiple meters
 - g. Supports multiple Units of Measure (UoM)
 - h. Exportable data
 - i. Alerts and Notifications that can be delivered to the customers' points of contact
 - j. Support for multiple alert recipients
 - k. Admin Management of Widgets Displayed
- ii. Web Portal Additional Features
 - a. Single Sign: Integration to other web services in a manner that does not require the user to login multiple times
 - b. Water usage down to 15 minute intervals.
 - c. Presentation of Tier Limits and Tier Alerts
- iii. Dashboard Page Widgets
 - a. Current Billing Cycle View Widget: Allows the customer to view how much water they have used since the billing cycle has started.
 - b. Alerts: Shows the alerts created by meters or usage alerts
 - c. Notifications: Allows messages to be sent to customers by the Utility – Sent via Text, Email or presented on the Portal
 - d. Billing Cycle Threshold: Shows users progress toward Billing Cycle Usage Target set as an alert
- iv. Add-on Dashboard Widgets
 - a. Watering Schedule: Presents data regarding the days and times that the account can use outdoor water
 - b. Bill Estimate: Provides an estimate of the cost of the water used in the billing cycle.
 - c. Sandbox: Provides a widget space for the utility to place documents, links, and videos. (up to 100Mb)
- v. Usage Details Features
 - a. Consumption in various time periods
 - b. Exportable to other file formats
 - c. Temperature and Rainfall data
- vi. Meters Features
 - a. Meter information including Meter #, address, current reading,
 - b. Meter Nicknames
- vii. Meter Tab Additional Features
 - a. Google Maps view of meter location (Location data provided by Utility)
- viii. Settings – Usage Alerts (per meter)
 - a. Billing Cycle Usage Alert
 - b. Daily Usage Alert
 - c. Vacation Alerts
- ix. Settings – Usage Alerts Additional Features
 - a. Tier Alerts
- x. Alert Recipients Features
 - a. Editable selection of alerts to receive
 - b. Additional Recipient management
- xi. User Settings Features
 - a. Change of email address
 - b. Customer management of points of contact
 - c. Customer capability to add additional accounts
 - d. Customer password management (Self-serve)

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

- i. Sensus shall provide Customer with a simple flat file specification known as VFlex for the integration of the Customer's back office system to the Sensus Analytics modules. The VFlex shall contain the following types of information: Device ids, end users in the system, end user status, end user account information, end user name, and other end user details. This flat file may be delimited or fixed width. Customer shall produce this file and transmit it to the FTP location designated by Sensus. When sent to the Sensus FTP servers, this file exchange will enable the system to become operational with the Customer's systems. Customer shall produce this file and transmit it to the FTP location designated by Sensus. Sensus will provide reasonable support to explain to Customer the required vs. optional fields that are in the specification, testing and validation of the file format and content.
- ii. In scope and included integration efforts: kick-off meeting to engage all required parties, mapping the Customer's fields to the VFlex specification, validation of expected output, and a two (2) hour system review of Sensus Analytics application and integration with the Customer's system (conducted remotely).
- iii. Out of scope and subject to additional charges will be the transformation of data where business logic including code must be written to modify the field content or format of the data to meet the VFlex specification.

- iv. Sensus' integration services consist of four (4) hours of assistance (remote or on-site, as determined by Sensus). If additional time is needed to complete the integration efforts, Sensus shall invoice Customer for additional fees on an actual time and materials basis.
- v. **If an item is not listed in subparagraphs (i) or (ii) above, such item is excluded from the integration of Sensus Analytics Support and is subject to additional pricing.**
- vi. **Data Import.** The Sensus Analytics Application contains adapters for the import of data from; (a) Customer's FlexNet 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.

BID TAB

Lynden Fire Station Renovations Project #2020-08

City of Lynden

King Architecture LLC

BID DATE: December 8, 2020

Bid Submittal Time: 3:00 p.m.

Item #4.

GENERAL CONTRACTOR:	Colacurcio	Dawson	Diverse	Tiger Const.	Patriot
Bid Proposal Signature & Addendum Acknowledgment	X	X	X	X	X
Sub-Contractor list	X	X	X	X	X
Bid Bond	X	X	X	X	X
LUMP BASE BID	\$2,061,000.00	\$2,124,000.00	\$2,035,000.00	\$2,230,000.00	\$2,390,194.00
Alternate No. 1 Provide slide pole assembly	\$24,000.00	\$22,800.00	\$24,793.00	\$3,000.00	\$44,214.00
Plumbing	Delk's Plumbing	Delk's Plumbing	Blythe Mech.	Blythe Mech.	Delk's Plumbing
Electrical	Mckinstry	Mckinstry	Scott Electric	Scott Electric	Scott Electric
HVAC	Barron Heating	DK System	Blythe Mech.	Blythe Mech.	Barron Heating
Fire Sprinkler	Commercial Fire	Commercial Fire	Commercial Fire	Columbia Fire	Commercial Fire

Apparent Low Bidder

GENERAL CONTRACTOR:	R & H Const.	Faber Const.	Valdez	Engineer's Estimate	
Bid Proposal Signature & Addendum Acknowledgment	X	X	X		
Sub-Contractor list	X		X		
Bid Bond	X	X	X		
LUMP BASE BID	\$1,954,900.00	\$2,121,000.00	\$2,179,000.00	\$2,164,245.00	
Alternate No. 1 Provide slide pole assembly	\$27,000.00	\$26,000.00	\$31,850.00	\$43,500.00	
Plumbing	Blythe Mech.	Blythe Mech.			
Electrical	Mckinstry	Primac			
HVAC	Blythe Mech.	Blythe Mech.			
Fire Sprinkler	Columbia Fire	Commercial Fire			

~~AGREEMENT~~ PROFESSIONAL
~~FOR SERVICES~~ AGREEMENT

BETWEEN

CITY OF LYNDEN
WELCH ECOLOGICAL SERVICES
300 4TH STREET
NORTH STATE ST #411
LYNDEN, WASHINGTON 98264
WASHINGTON 98225

_____ AND _____
_____ 1155
_____ BELLINGHAM,

~~PROJECT~~ SERVICES: NPDES Phase II Stormwater Permit Compliance Support

THIS AGREEMENT combines all understanding between the Parties regarding services for the Project named above and supersedes all prior proposals, quotations, solicitations, negotiations, representations, agreements, or understandings, whether written or oral.

The performance of the services described here, as well as payment for such services, shall be on the terms and conditions presented in this Agreement and the following Sections which are attached and incorporated by reference which, taken together, shall constitute the whole Agreement.

- Section 1 - Relationship of the Parties
- Section 2 - ~~Payment~~ Compensation
- Section 3 - General Provisions
- Section 4 - Scope of Services
- Section 5 - Extent of Agreement

SECTION 1: RELATIONSHIP OF THE PARTIES

The City of Lynden hereby contracts with Welch Ecological Services ("Consultant") to perform the services described in Exhibit A of this Agreement.

This Agreement shall enure to the benefit of and be binding upon the successors, assigns, and legal representatives of each of the Parties hereto. The Consultant may use subconsultants and will notify and obtain approval from the City prior to contracting with a subconsultant(s). Any other assignment or transfer of an interest in this Agreement, by either Party, without the written consent of the other shall be void.

SECTION 2: ~~REIMBURSEMENT~~ COMPENSATION

Compensation ~~Reimbursement~~ to the Consultant shall be in accordance with the Consultant's budget for the Scope of Work described in Exhibit A.

The budgeted total cost for each requested service shall be a "not to exceed" cost. The City shall pay all of the Consultant's invoices in accordance with ~~the other conditions of Section 3.2 of the~~ this Agreement.

SECTION 3: GENERAL PROVISIONS

3.1 SERVICES

The Consultant shall be consultant and advisor to the City, and shall not be agent or representative of the City. The Consultant represents that the studies, projections, plans, reports, design drawings, specifications, cost estimates, and all other engineering, consulting, and analytical services furnished under this Contract will be in accordance with generally accepted practices. The Consultant hereby agrees to exercise usual and customary care in efforts to comply with all federal; state and local laws, rules and ordinances applicable to the work and to this Agreement in force at the time of Consultant's performance of the work hereunder.

The Consultant makes no other representation or warranty, express or implied.

3.2 PAYMENT CONDITIONS

The City agrees to pay the Consultant on a monthly basis, during the term of the project, commensurate with portions of the work completed. The Consultant's compensation shall be paid monthly on account, for the services performed during that month, with payment due within 30 days of the invoice date. The City of Lynden, Finance Department, must receive invoices from vendors by the 5th of each month (or the following Monday if the 5th falls on a weekend day) for processing in the current month's run. The Finance Department is required to seek City Council approval to pay invoices during the second City Council meeting of the month (third Monday) before payment can be rendered. **All invoices must include the Project name and number and the services rendered, according to the approved scope of work, for which payment is to be rendered. Consultant is responsible for providing a cost tracking report for fund allocations and for declining budget balances on invoices. Invoices and supporting documentation will be reviewed for completeness before payment will be authorized.**

The Consultant will not incur any liability for damages of any type or nature when the performance is stopped as a result of stopping performance of services due to the failure of the City to pay for services rendered.

3.3 GENERAL CITY RESPONSIBILITIES

The City shall provide full information regarding its requirements for the services to be performed by the Consultant, and any circumstances known to the City that would hinder the Consultants performance, or make performance by the Consultant more difficult or expensive than would ordinarily be expected. The City shall furnish any required information and services, and shall render approvals and decisions as

expeditiously as necessary for the orderly progress of the Consultant's services. If the City observes or otherwise becomes aware of any fault or defect in the services performed by the Consultant, the City shall promptly give written notice thereof to the Consultant.

3.4 RESPONSIBILITY

The Consultant represents that the services shall be performed within the limits prescribed by this Agreement in a manner consistent with that type of care and skill ordinarily exercised by other consultants under similar circumstances. No other representations to the City, express or implied, and no warranty or guarantee is included or intended in the Agreement, or in any report, opinion, document, or otherwise. The Consultant shall not accept other tasks, within the City of Lynden, that could be viewed as a conflict of interest.

3.5 LIABILITY FOR CLAIMS

The City shall, to the extent of its negligence and/or the negligence of its agents or employees, defend and indemnify the Consultant against any and all liability for personal injury (including death resulting therefrom) or property damage of any kind, sustained by any person and caused by or resulting from the concurrent negligence of the City, its agents, or employees, and the Consultant, its agents, or employees. Likewise, the Consultant, shall, to the extent of its negligence and/or the negligence of its agents or employees, defend and indemnify the City against any and all liability for personal injury (including death resulting therefrom) or property damage of any kind, sustained by any person and caused by or resulting from the concurrent negligence of the Consultant, its agents, or employees, and the City, its agents, or employees. For purposes of this provision, the City and Consultant agree to waive the statutory immunity under Title 51 of the Revised Code of Washington, and the parties, by this Agreement, certify and warrant that its waiver of statutory immunity was mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

3.6 INDEMNIFICATION

The City agrees that the following language shall be included in any agreement between the City and any third person and/or any third person and fourth person ("Subconsultant") for work of any kind or nature to be performed in connection with the Project, including without limitation, construction services.

"The Consultant shall defend, indemnify, and hold harmless the City and its respective officers, agents, and employees, from and against all damages, claims, losses, demands, suits, judgments, actions, and costs, including reasonable attorney's fees and expenses, arising out of or resulting from the performance of the work, provided that any such damages, claim, loss, demand, suit, judgment, cost, or expense:

- (1) Is attributable to bodily injury, sickness, disease, or death or to injury to, or destruction of tangible property (other than the work itself) including the loss of use resulting therefrom or to purely economic loss; and
- (2) Is caused in whole or in part by any negligent act or omission on the part of the Subconsultant, anyone directly or indirectly employed by any one of them, or anyone for whose acts any of

them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

- (3) It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant's waiver of immunity under Industrial Insurance, Title 51RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the Consultant and City. The provisions of this section shall survive the expiration or termination of this Agreement."

3.7 INSURANCE

The Consultant as co-owner of Welch Ecological Services does not require insurance coverage for claims under the Workmen's Compensation Act and claims for bodily injury, death, or property damage, which might arise from the performance of their services under this Agreement. Limits of liability shall be as follows: ~~(Request to waive as we have no employees)~~

Professional Liability*/ <u>Errors & Omissions</u>	\$1,000,000	each occurrence
Professional Liability/ <u>Errors & Omissions</u>	\$1,000,000	annual aggregate
Comprehensive General	\$1,000,000	each occurrence
Liability	\$2,000,000	annual aggregate
Errors and Omissions*	\$1,000,000	each occurrence
Errors and Omissions	\$1,000,000	annual aggregate
Automobile Liability	N/A	No commercial vehicles
Worker's Compensation	Request to waive as we have no employees N/A	<u>No Employees</u>

~~*Professional Liability and Errors and Omissions are one in the same.~~

The City of Lynden shall be listed as additional insured on all applicable certificates of insurance. Consultant will provide City with current insurance certificate upon request ~~(issued by Rice Insurance).~~

3.8 OPPORTUNITY TO REMEDY

The parties agree that in the event of alleged error or omission by the Consultant in performance of services under the Scope of Services, the City shall notify the Consultant promptly in writing of that fact and allow the Consultant a reasonable time to remedy the problem. Upon notice the Consultant shall promptly review and remedy the problem at the cost of the Consultant. Where responsibility for a problem may be shared by the Consultant and others, the Consultant shall endeavor to remedy the Consultant's share, at the cost of the Consultant, and to cooperate with others involved. If the Consultant demonstrates that it is not at fault, for a problem identified by the City under this Section, the City shall reimburse the Consultant for its costs of investigating the problem.

3.9-9 CONTRACT TERM AND TERMINATION

A. This Agreement shall have a term of one (1) year ("Term"), commencing on January 1, 2021, through December 31, 2021, and may be may extended by mutual written agreement of the Parties. Nothing in this section shall prohibit or otherwise restrict the City's ability to terminate this Agreement at any time for convenience or for cause as set forth in Section 3.

B. Termination Without Cause. Either Party may, at its sole discretion, terminate this Agreement by giving the other Party a 60-day written Notice of Termination. The City shall pay the Consultant for services rendered under the Scope of Work up to the date such written Notice of Termination is issued, and for such services provided in good faith thereafter up to the effective termination date; provided that, the City shall have the authority to require the Consultant to stop work at any time following issuance of the Notice of Termination by providing such additional written notice.

C. Termination with Cause. If the Consultant fails to perform the Scope of Services in the manner called for in this Agreement, or unreasonably delays, postpones, or abandons performance thereof, or if the Consultant fails to comply with any other provision of this Agreement and fails to correct such noncompliance within five (5) business days of receiving the City's written notice thereof, the City may immediately terminate this Agreement for cause by providing written notice thereof. If payment due from City to Consultant becomes delinquent by more than sixty (60) days, the Consultant may terminate this Agreement.

~~—After one year, the City may, at its sole discretion, terminate the Agreement, by giving the Consultant a 90-day written Notice of Termination, and the Consultant may terminate the Agreement by giving the City a 90-day written Notice of Termination. If any portion of the authorized work covered by this Agreement, and begun by the Consultant, shall be abandoned, unreasonably delayed, or indefinitely postponed, the Consultant may terminate this Agreement. Whether or not terminated, the City shall pay the Consultant for the services rendered in connection therewith, prior to written notice of such abandonment, delay, or postponement, payment to be based insofar as possible, on the amounts specifically established in the Agreement.~~

3.10 OWNERSHIP AND USE OF DOCUMENTS

A. Drawings, specifications, documents, and electronic files prepared by the Consultant pursuant to this Agreement shall become the property of the City upon final payment to the Consultant. The Consultant may retain copies, including reproducible copies of drawings and specifications for information and reference. The Consultant does not intend or represent such drawings and specifications to be suitable for reuse by the City or others for purposes beyond the Scope of Work. The City shall retain copyrights to any and all documents produced by it during the course of this Agreement. The City shall indemnify, hold harmless, and defend the Consultant from and against any and all claims asserted by any party in any manner resulting from unauthorized use by the City, of the Consultant-prepared drawings, specifications, or other documents.

B. The Consultant shall maintain books, records, and documents that sufficiently and properly reflect all direct and indirect costs related to the performance of this Agreement and shall maintain such accounting procedures and practices as necessary to ensure proper accounting of all funds paid pursuant to this Agreement. These records shall be subject at all reasonable times to inspection, review, or audit by the City, its authorized representative, the State Auditor, or other government officials authorized by law to monitor this Agreement.

~~—The Consultant shall retain all books, records, documents, and other material relevant to this Agreement for six (6) years following its expiration or termination. The Consultant agrees that the City or its designee shall have full access and right to examine any of said materials at all reasonable times during said period. Drawings, specifications, documents and electronic files prepared by the Consultant pursuant to this Agreement are property of the City. The Consultant may retain copies, including reproducible copies of drawings and specifications for information and reference. The Consultant does not intend or represent such drawings and specifications to be suitable for reuse by the City or others on extensions of the Project. The City shall retain copyrights to any and all documents produced by it during the course of this Agreement. The City shall indemnify, hold harmless, and defend the Consultant from and against any and all claims asserted by any party in any manner resulting from unauthorized use by the City, of the Consultant-prepared drawings, specifications, or other documents.~~

C.

~~All inventions, patents, design patents, and computer programs and copyrights relating thereto, acquired or developed by the Consultant in connection or relation to the Project, shall remain the property of the Consultant and shall be protected by the City from use by others, except pursuant to agreement in writing between the Consultant and the City, with agreed upon compensation to the Consultant.~~

3.11 DISPUTE RESOLUTION

Any dispute arising out of the terms and conditions of this Agreement shall be subject to the following mediation process, as a condition precedent to filing any legal cause of action. If a dispute shall arise, a meeting shall be held promptly between the Parties to attempt in good faith to negotiate a resolution to the dispute. For purposes of this Section 12, “promptly” shall mean within fourteen (14) calendar days of a Party requesting a meeting to resolve a dispute. If within ten (10) days after such meeting the Parties have not succeeded in resolving the dispute, the dispute shall be mediated. Either Party may provide written notice to the other that the dispute shall be submitted to mediation and a mediator shall be selected. In the

event that within seven (7) days of receipt of said written notice the Parties are unable to agree on a mediator, either Party may request appointment of a mediator by any Judge of the Whatcom County Superior Court, sitting in Chambers, and the Judge is hereby authorized to select a mediator. Both Parties shall cooperate to assure that mediation occurs in a timely manner and both Parties shall supply all materials provided to the mediator to the other Party at least two (2) days before mediation. Engaging in mediation shall not affect any claim, right, remedy, or defense of either Party. Should mediation prove unsuccessful, all claims, rights, remedies and defenses of each Party shall be preserved. Mediation shall be terminated upon (a) successful resolution of the dispute; (b) written declaration by the mediator of an impasse between the Parties; or (c) following completion of two or more mediation sessions held on separate days, written declaration by one of the Parties of an impasse. Each Party shall share equally in the fees and expenses associated with mediation, including fees and expenses of the mediator; provided that, each Party shall bear its own costs, including witness fees, and costs, associated with mediation. Any dispute, controversy, or claim arising out of or relating to this Agreement, or the breach, termination, or invalidity thereof, shall be submitted for mediation pursuant to the Mediation Rules of the American Intermediation Service (AIS) prior to the commencement of arbitration or other adjudicative procedures.

~~Arbitration hearings shall be held at the location mutually agreed upon by the Consultant and the City.~~

~~If a settlement is agreed upon through mediation, the parties may agree that the settlement be reduced to writing, and that the mediator(s) shall be deemed to be arbitrator(s), for the sole purpose of signing that written settlement agreement, which shall then have the same force and effect as an arbitral award.~~

3.12 CLAIMS AND DISPUTES

At the City's request, and only if the City and the Consultant first agree on compensation to the Consultant, the Consultant will assist the City in reviewing and evaluating claims and disputes, preparing information for the City's legal counsel, providing services as witness in litigation or arbitration to which the City is a party, and providing other services in connection with actual or potential claims or disputes, regardless of whether or not the Consultant is named in such legal action. In no case shall the Consultant be obligated to provide such services until the method of compensation therefore is agreed.

3.13 COMPLIANCE WITH EQUAL OPPORTUNITY LEGISLATION

The Consultant agrees to comply with all federal, state, and local laws governing equal opportunity employment. The Consultant will not discriminate against any employee or applicant for employment because of race, creed, color, sex, age, marital status, national origin, or the presence of any sensory, mental, or physical handicap, unless based on a bona fide occupational qualification. Such action includes, but is not limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay, or other forms of compensation and selection for training, including apprenticeship. The Consultant further agrees to maintain notices, posted in conspicuous places, setting forth the provisions of this nondiscrimination clause.

The Consultant will ensure that applicants for employment, and all employees during their employment, are treated without regard to race, creed, color, sex, age, marital status, national origin, or the presence of any sensory, mental, or physical handicap, unless based on a bona fide occupational qualification. The

Consultant agrees to take affirmative action to ensure that all of its employees, agents, and subconsultants adhere to this provision.

The Consultant will make positive efforts to utilize small businesses and minority-owned business sources of supplies and services. Efforts will allow these sources the maximum feasible opportunity to compete for sub-agreements and contracts to be performed utilizing federal grant funds.

3.14 REFERENCE INFORMATION

If the Consultant is required by the City to rely upon information provided by or through the City or a third party to perform the Consultant's services, the Consultant shall not be liable for errors or omissions in the Consultant's services caused by errors or omissions in said information.

3.15 ADDITIONAL TAXES

Since the Consultant's costs can be adversely affected through the application of new, additional, or retroactive taxes or charges (for instance, a sales tax on services or a new income tax), amounts due to the Consultant shall be increased equitably to compensate for any additional taxation charges, over those currently in effect, or for taxes retroactively determined to be due on services rendered, or on products delivered by the Consultant to the City.

This Agreement has been, and shall be construed as having been made and delivered within the State of Washington, and it is mutually understood and agreed by and between the City and the Consultant, that this Agreement shall be governed by the laws of the State of Washington, both as to interpretation and performance. Any action in law, suit in equity, or judicial proceeding, for the enforcement of this Agreement, or any of the provisions contained therein, shall be instituted and maintained only in the Whatcom County Superior Court, Bellingham, Washington.

3.16 SUBCONTRACTING OR ASSIGNMENT.

The Consultant shall not subcontract or assign any portion of this Agreement beyond what is addressed in the attached Scope of Work without prior written approval of the City. All terms and conditions of this Agreement shall apply to any approved subcontract or assignment made pursuant to this Agreement and Consultant shall incorporate by reference this Agreement in its contracts with its subconsultant(s) or assignees.

3.17 FORCE MAJEURE.

Neither Party shall be liable to the other Party for failure or delay in performance of this Agreement due to acts of God, acts of governmental authorities, extraordinary weather conditions or other natural catastrophes, or any other cause beyond the reasonable control or contemplation of either Party or as otherwise defined by law, provided the delayed Party shall make reasonable efforts to avoid or mitigate such delay and shall promptly notify the other Party in writing of the cause of the delay and its extent.

SECTION 4: SCOPE OF SERVICES

The Consultant agrees to perform the services requested per the attached Exhibit A Scope of Services ~~Scope of Work~~.

The Consultant will make every attempt to complete the work within the estimated budget ~~and time schedule~~. However, should changes in the Scope of ~~Work~~ Service require the Consultant to expend more time or incur more expenses than anticipated, the Consultant will notify the City, and upon concurrence by the City, an amendment to the Agreement will be prepared and executed.

SECTION 5: EXTENT OF AGREEMENT

This Agreement contains all of the terms and conditions agreed upon by the parties. The parties agree that there are no other understandings, oral or otherwise, regarding the subject matter of this Agreement. This Agreement may only be amended by written agreement of the parties.

SECTION 6: NOTICES

In every case where, under any of the provisions of this Agreement or in the opinion of either the City or the Consultant or otherwise, it shall or may become necessary or desirable to make, give, or serve any declaration, demand, or notice of any kind or character or for any purpose whatsoever, the same shall be in writing, and it shall be sufficient to either (1) deliver the same or a copy thereof in person to the Public Works Director, if given by the Consultant, or to the President or Secretary of the Consultant personally, if given by the City; or (2) mail the same or a copy thereof by registered or certified mail, postage prepaid, addressed to the other party at such address as may have theretofore been designated in writing by such party, by notice served in the manner herein provided, and until some other address shall have been so designated, the address of the City for the purpose of mailing such notices shall be as follows:

Public Works Director
CITY OF LYNDEN
300 4th Street
Lynden, Washington 98264

and the address of the Consultant shall be as follows:

Welch Ecological Services LLC
Karen F. Welch, M.E.M.
Principal Hydrologist
1155 North State St. #411
Bellingham WA 98225

SECTION 7: ATTORNEY'S FEES

The parties agree that in the event a civil action is instituted by either party to enforce any of the terms and conditions of this Agreement or to obtain damages or other redress for any breach hereof, the prevailing party

shall be entitled to recover from the other party, in addition to its other remedies, its reasonable attorney's fees in such suit or action and upon any appeal therefrom.

SECTION 8: ~~CONTRACT VALIDITY~~ SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected thereby, if such remainder would then continue to conform to the terms and requirements of the applicable law.

SECTION 9: NONWAIVER OF BREACH

Failure of either party to require performance of any provision of this Agreement shall not limit such party's right to enforce such provision, nor shall a waiver of any breach of any provision of this Agreement constitute a waiver of any succeeding breach of such provision or a waiver of such provision itself.

SECTION 10: COUNTERPARTS

This Agreement may be executed in counterparts and each shall be deemed an original, but all of which together shall constitute a single instrument.

EXHIBIT A

Scope of Work
NPDES Phase II Stormwater Permit
Compliance Support for the City of Lynden

Welch Ecological Services, LLC has prepared this Scope of Work to provide compliance support to the City of Lynden for meeting the terms and conditions of its NPDES Phase II Stormwater permit requirements for calendar year ~~2019~~2021.

COST ESTIMATE

The cost for our proposed Scope of Services has been prepared based the following rates applicable from **January 1, 2021 to December 31, 2021:**

Following is a breakdown of fees by task and firm. Welch Ecological Services, LLC has prepared this Scope of Work to provide compliance support to the City of Lynden for meeting the terms and conditions of its NPDES Phase II Stormwater permit requirements for calendar year 2021. Welch Ecological will work in conjunction with subcontractors Kulshan Services, LLC and Matt Kulp. Also, included is support for tasks related to industrial stormwater permits for the Lynden Municipal Airport and the Wastewater Treatment plant.

NPDES Phase II Permit Tasks:

Task 1: Provide support for continuing to develop a Municipal stormwater program

Welch Ecological Services will provide support for continued development and implementation of the City of Lynden's municipal stormwater program. This scope outlines tasks associated with completing the requirements of the new permit effective August 1, 2019 – July 31, 2024. 2021 tasks will continue to focus on documenting program elements, annual reporting, and recordkeeping. Specifically, there will be an effort to begin work on the new requirement to develop a stormwater management action plan (due 2022). We will continue to revise cost tracking procedures. Continued training of staff on new LID code, IDDE, pollution source control, and O&M procedures will occur through stormwater committee meetings and crew safety meetings. Coordination with Whatcom County and Whatcom Conservation District on stormwater water quality issues and educational outreach will continue and IDDE Water quality hot spot trending response sampling will be undertaken. We will work with Whatcom Conservation District and the regional educational group to cover further development of social marketing strategies and effectiveness monitoring. On-call response and compliance documentation will also continue and the annual report and TMDL report will be submitted per Appendix 2 of the permit. We will support the City in meeting the monitoring and reporting requirements for the BC Avenue fecal sampling program. An assessment of the water quality and watershed protection over the 2013-2019 permit cycle will be conducted including coordination with long-range planning.

Task 2: Provide support to the City on Developing a Stormwater Management Action Plan

Welch Ecological Services will begin development of a Stormwater Management Action Plan (SMAP) per the new permit requirements. This is a new element. This plan will involve coordinating with regional NPDES permittees to on the state of receiving water basin assessments, watershed inventory and

prioritization and rank of areas where receiving waters will benefit most from stormwater retrofits and management actions to reduce pollutant loading. Following the background assessment, the goal is to develop a specific SMAP for one high priority area and is to include short term (<6 yrs) and long term (7-20 yrs) actions. This plan is a big undertaking due in 2022 but the background work needs to be started in 2021.

Task 3: Provide support to the City on Illicit Discharge Detection and Elimination

Welch Ecological Services in conjunction with Kulshan Services, LLC and Matt Kulp will provide the City with Illicit Discharge Detection and Elimination Support, spill response documentation, and outfall monitoring. We will provide Illicit Discharge Detection and Elimination support for program implementation and additional program development including hot spot trending response, tracing sources of illicit discharges, and building on the procedures for eliminating discharges and connections. We will continue to track the effectiveness of the septic to sewer program. These field screening efforts will cover at a minimum of => 12% of the MS4 as required by the permit. The recordkeeping protocol of illicit discharges, spills, illicit connections found or reported to the City will be modified to align with the new requirement to follow the newly designed DOE WQWebIDDE schema (IDDE.xsd). We will work with Christina Brewer to create an xml file with data describing the actions taken to investigate, characterize, trace and eliminate each potential illicit discharge found by or reported to the City.

Task 4: Provide support to the City on runoff development protocols

Code revisions will be undertaken to provide clearer regulatory mechanisms for legal authority to inspect stormwater facilities. The 2020 LID barriers analysis we be reviewed an updated if needed. The Engineering Design and Development Standards will be updated as needed to reflect the 2019 Ecology Stormwater Manual.

Task 5: Provide support to the City on Operations and Maintenance Protocols

Welch Ecological Services will provide support for implementing policies, protocols, and SWPPPS outlining good housekeeping procedures for municipal activities. Municipal O&M plan and maintenance standards and protocol review and training will be conducted. Support for the program of annual inspections of stormwater facilities will be undertaken. Additional support for the catch basin inspection/cleaning program will continue.

Task 6: Source Control Program Development

Welch Ecological Services will continue development of a pollutant source control program for existing development. This task includes outlining steps for compiling a business inventory, tracking the State level business identification program, drafting business inspection notification letters, inspection protocol, and follow-up materials, and will begin development of a prioritization program for business inspections. Again, this is a new element of the permit. Deliverables are due starting in 2022 but it is also a big undertaking that needs to have the background work started in 2021. Participation in the North Sound NPDES Coordinators group will continue and source control programs are often on the agenda. Work toward forming a Whatcom County regional group to address sharing lessons learned and resources will continue.

Other Tasks not related to the NPDES permit:

Task 7: Provide support for submitting application for Grant Funding

Welch Ecological Services will provide support to position the City for grant funding and consultation as needed on existing grants. Documentation for quarterly reports will be completed as requested to meet the capacity grant reporting.

Task 8: Provide support to the City on the Industrial Stormwater permits for the Airport and Wastewater Treatment Plant

Subtask 8a: Welch Ecological Services will provide the City support on the Airport Industrial Stormwater Permit water quality monitoring and annual report submittal.

Subtask 8b: Welch Ecological Services will continue follow-up with the Wastewater Plant Superintendent to and work towards reporting per the Quality Assurance Project Plan (QAPP) addressing dissolved oxygen.

SCHEDULE

Welch Ecological Services will begin work once we have authorization to proceed.

COST ESTIMATE

The cost for our proposed Scope of Services has been prepared based the following rates applicable from January 1, 2021 to December 31, 2021:

<u>Labor Category</u>	<u>Billable Rate</u>
<u>Karen Welch, WES*</u>	<u>\$115.00</u>
<u>David Roberts, KS*</u>	<u>\$150.00</u>
<u>Reid Armstrong, KS*</u>	<u>\$95.00</u>
<u>Matt Kulp, MK*</u>	<u>\$60.00</u>

*WES is Welch Ecological Services, LLC; KS is Kulshan Services, LLC; MK is Matt Kulp sole proprietor

Following is a breakdown of fees by task and firm.

ESTIMATED FEES

<u>Task #</u>	<u>Description of Scope</u>	<u>WES</u>	<u>KS</u>	<u>MK</u>	<u>Task Total</u>
<u>Task 1.</u>	<u>Provide support for developing a Municipal stormwater program.</u>	<u>\$ 44,275</u>	<u>\$ 1,140</u>	<u>\$ 600</u>	<u>\$46,015</u>
<u>Task 2.</u>	<u>Stormwater Management Action plan development</u>	<u>\$ 20,700</u>			<u>\$20,700</u>
<u>Task 3.</u>	<u>Provide support to the City on Illicit Discharge Detection and Elimination</u>	<u>\$ 12,075</u>	<u>\$ 6,650</u>	<u>\$ 2,400</u>	<u>\$21,125</u>
<u>Task 4.</u>	<u>Code and Standards update</u>	<u>\$ 9,775</u>			<u>\$ 9,775</u>
<u>Task 5.</u>	<u>Provide municipal O&M protocol development support</u>	<u>\$ 6,900</u>	<u>\$ 3,990</u>	<u>\$ 600</u>	<u>\$11,490</u>
<u>Task 6.</u>	<u>Source control program development</u>	<u>\$ 8,050</u>	<u>\$ 1,330</u>	<u>\$ 1,200</u>	<u>\$10,580</u>
<u>Task 7.</u>	<u>Provide support to the City to position for grant funding</u>	<u>\$ 920</u>			<u>\$ 920</u>
<u>Task 8.</u>	<u>Industrial Stormwater Permit support</u>				
	<u>Subtask 8a: Provide support to the City on the industrial stormwater permit for the Airport</u>	<u>\$ 1,150</u>			<u>\$ 1,150</u>
	<u>Subtask 8b: Provide support to the City on the industrial stormwater permit for the wastewater treatment plant</u>	<u>\$ 1,380</u>			<u>\$ 1,380</u>
<u>Expenses</u>	<u>Lab Analyses</u>	-	-		<u>\$ 2,000</u>
	<u>18 trips to Lynden</u>				<u>\$ 334</u>
Total Budget					<u>\$125,469</u>

We will not exceed the total fee for this Scope of Work without prior authorization. If project requirements change or unforeseen conditions are encountered that will require services beyond the scope outlined above, we will bring these to your attention and seek approval for modification to the scope of services and budget as appropriate.

Please provide us with authorization to proceed by signing in the space provided below and returning a copy for our files. If any questions arise regarding this proposal, please do not hesitate to give me a call (360-303-1051) or send me an email (karenwelch@comcast.net) so that I can help clarify your questions.

Sincerely,

WELCH ECOLOGICAL SERVICES
PROCEED

AUTHORIZATION TO



Karen F. Welch, MEM

Client

Principal Hydrologist

ESTIMATED FEES

Task #	Description of Scope	WES	KS	Task Total
Task 1.	Provide support for developing a Municipal stormwater program.	\$40,250	\$2,520	\$42,770
Task 2.	Provide support to the City to position for grant funding	\$2,760		\$2,760
Task 3.	Industrial Stormwater Permit support			
	Subtask 3a: Provide support to the City on the industrial stormwater permit for the Airport	\$1,840		\$1,840
	Subtask 3b: Provide support to the City on the industrial stormwater permit for the wastewater treatment plant. Develop a quality assurance plan.	\$5,750		\$5,750
Task 4.	Provide support to the City on Illicit Discharge Detection and Elimination	\$17,020	\$6,750	\$23,770
Task 5.	Source Control Program Development	\$12,880	-\$1,350	\$14,230
Task 6.	Provide municipal O&M protocol development support	\$2,300	-	\$2,300
Expenses	Lab Analyses	-	-	\$2,000
	24 trips to Lynden			\$434
Total Budget				\$95,854

We will not exceed the total fee for this Scope of Work without prior authorization. If project requirements change or unforeseen conditions are encountered that will require services beyond the scope outlined above, we will bring these to your attention and seek approval for modification to the scope of services and budget as appropriate.

Please provide us with authorization to proceed by signing in the space provided below and returning a copy for our files. If any questions arise regarding this proposal, please do not hesitate to give me a call (360-303-1051) or send me an email (karenfwelch@comcast.net) so that I can help clarify your questions.

Sincerely,

WELCH ECOLOGICAL SERVICES _____

AUTHORIZATION TO PROCEED



Karen F. Welch, MEM
Principal Hydrologist

Client

Mowing Bids 2021-2022

Bid Tabulation: November 18, 2020

Property	Bidder	Bid Amount
Flynn Road Detention Pond	Stan Stuurmans / Duane VanWeerdhuizen	\$ 200.00
8600 Benson Road	Lance Witman	\$ 100.00
Heritage Park	Randy Heeringa	\$ 50.00

NOTE: Leasehold Excise Tax (LHET) of 12.84% required on rents greater than \$250/year.

Pest Control Services - City Facilities (2021-2022)

Bid Tabulation: December 8, 2:00 PM

Name	Northwood Well Rodent Control*	6/year	Facilities Pest Control**	4/year	WWTP Rodent Control	6/year	Set-Up Fee	Total First Year	Total Second Year	Grand Total
Sprague (non-responsive)	\$ 40.00	6	\$ 412.50	3	\$ 95.00	5	\$ 350.00	\$ 2,062.50	\$ 1,807.50	\$ 3,870.00
BioBug	\$ 40.00	6	\$ 355.00	4	\$ 95.00	6	\$ -	\$ 1,990.00	\$ 2,230.00	\$ 4,220.00
Environmental Pest Control	\$ 67.00	6	\$ 211.00	4	\$ 140.00	6	\$ -	\$ 1,684.00	\$ 2,086.00	\$ 3,770.00

*NOTE: The Northwood Well is under contract with Environmental Pest Control through October, 2021 and will not be included in this bid award.

**NOTE: The Facilities list included the Rec Center (YMCA) building. This will be removed from the bid award.

City of Lynden

2021 Asphalt, Sand and Aggregate Supply

December 8, 2021 2:00 PM, Bid opening

All pricing is "per ton" except Screened Topsoil

Bidder	Lakeside (Burlington Plant)	Cowden	Stremler	Granite
Asphalt Class B	\$73.00	No Bid	No Bid	\$65.00
5/8" Minus Solo	No Bid	\$17.25	\$17.45	No Bid
5/8" Minus Trailer	No Bid	\$16.50	\$14.10	No Bid
5/8" Minus City Haul	No Bid	\$12.00	\$11.25	\$15.00
3/4" Drain Solo	No Bid	\$17.25	\$16.50	No Bid
3/4" Drain Trailer	No Bid	\$16.25	\$13.25	No Bid
3/4" Drain City Haul	No Bid	\$12.00	\$9.50	\$15.00
1" Drain Solo	No Bid	\$17.25	\$16.50	No Bid
1" Drain Trailer	No Bid	\$16.50	\$13.25	No Bid
1" Drain City Haul	No Bid	\$12.00	\$9.50	\$15.00
1 1/2" Drain Solo	No Bid	\$18.50	\$18.50	No Bid
1 1/2" Drain Trailer	No Bid	\$17.25	\$15.00	No Bid
1 1/2" Drain City Haul	No Bid	\$13.00	\$10.00	\$15.00
Pea Gravel Solo	No Bid	\$17.00	\$18.50	No Bid
Pea Gravel Trailer	No Bid	\$16.25	\$15.00	No Bid
Pea Gravel City Haul	No Bid	\$12.00	\$10.00	\$15.00
4-8" Spalls Solo	No Bid	\$24.75	No Bid	No Bid
4-8" Spalls Trailer	No Bid	\$21.50	No Bid	No Bid
4-8" Spalls City Haul	No Bid	\$14.25	No Bid	No Bid
Pit Run Solo	No Bid	\$12.75	\$10.25	No Bid
Pit Run Trailer	No Bid	\$9.75	\$8.25	No Bid
Pit Run City Haul	No Bid	\$9.00	\$5.00	\$6.00
Topsoil Solo	No Bid	\$27.00	\$22.25	No Bid
Topsoil Trailer	No Bid	\$24.00	\$19.50	No Bid
Topsoil City Haul	No Bid	\$18.00	No Bid	No Bid
Sand Solo Truck	No Bid	\$13.50	\$13.45	No Bid
Sand Trailer	No Bid	\$12.00	\$10.15	No Bid
Sand City Haul	No Bid	\$10.00	\$7.00	\$8.00
1/4" Fract Sand Solo	No Bid	\$23.75	\$20.95	No Bid
1/4" Fract Sand Trailer	No Bid	\$20.50	\$17.60	No Bid
1/4" Fract Sand City	No Bid	\$17.00	No Bid	\$15.00

**CITY OF LYNDEN
 BID TABULATION
 December 8, 2020, 2:00 p.m.**

PROJECT NUMBER: 2021-02 CHEMICALS (1) Lime, (2) Alum, (3) Salt, (4) Fluorosilicic Acid

	PRODUCT & QUANTITY	Bidder #1 Univar	Bidder #2 Thatcher	Bidder #3 TR International	Bidder #4 Chemtrade	Bidder #5 Cascade Columbia
(1)	Hydrated Lime	.2932 per lb		.2550 per lb		.2545 per lb
	175,000 lbs	\$51,130		\$44,625		\$45,500
(2)	Aluminum Sulfate		.259/dry lb \$518/dry ton (min. order 21,893 dry lbs)		.27/dry lb \$540.00/dry ton	.313/dry lb \$626.00/dry ton
	100 to 350 dry tons		\$181,300		\$189,000	\$219,100
(3)	Solar Extra-Coarse Salt					\$12.75/ bag
	20,000 lbs.					\$5,100
(4)	Fluorosilicic Acid					\$650/wet ton
	20 tons					\$13,000
(5)	Sodium Hypochlorite	\$2.47/gal				\$2.00/gal \$600.00/per tote* \$200 refundable deposit per tote
	4,000 gallons	\$9,880				\$8,000

City of Lynden
 Project 2021-05 Lab Analysis
 Bid Tabulation Opened December 1, 2020 2:00 PM

Bid Item	Analyte	Sample Matrix	Yearly Qty (Est)	EDGE Analytical		Exact Scientific			
				Unit Price (b)	Bid Amount (a x b)	Unit Price (b)	Bid Amount (a x b)		
1	503 Metals	Finished Compost	4	\$ 157.00	\$ 628.00	\$ 175.00	\$ 700.00		11%
2	Nutrients, C:N*	Finished Compost	4	\$ 111.00	\$ 444.00	\$ 85.00	\$ 340.00		-23%
3	pH & conductivity	Finished Compost	4	\$ 34.00	\$ 136.00	\$ 25.00	\$ 100.00		-26%
4	Salmonella	Finished Compost	4	\$ 145.00	\$ 580.00	\$ 100.00	\$ 400.00		-31%
5	Secondary Nutrients	Finished Compost	4	\$ 118.00	\$ 472.00	\$ 125.00	\$ 500.00		6%
6	COD	Stormwater	4	\$ 36.00	\$ 144.00	\$ 35.00	\$ 140.00		-3%
7	Fecal Coliform	Stormwater	4	\$ 35.00	\$ 140.00	\$ 25.00	\$ 100.00		-29%
8	Nitrate + Nitrite as N	Stormwater	4	\$ 20.00	\$ 80.00	\$ 35.00	\$ 140.00		75%
9	NWTPH- Dx (diesel & heavier oils)	Stormwater	4	\$ 85.00	\$ 340.00	\$ 110.00	\$ 440.00		29%
10	Total Ammonia as N	Stormwater	4	\$ 20.00	\$ 80.00	\$ 30.00	\$ 120.00		50%
11	Total Copper	Stormwater	4	\$ 20.00	\$ 80.00	\$ 22.00	\$ 88.00		10%
12	Total Zinc	Stormwater	4	\$ 20.00	\$ 80.00	\$ 20.00	\$ 80.00		0%
13	503 Metals	Dewatered residuals	1	\$ 157.00	\$ 157.00	\$ 175.00	\$ 175.00		11%
14	Fecal Coliform	Raw water	24	\$ 35.00	\$ 840.00	\$ 25.00	\$ 600.00		-29%
15	Fluoride	Finished water	12	\$ 20.00	\$ 240.00	\$ 22.00	\$ 264.00		10%
16	Nitrate	Finished water	1	\$ 20.00	\$ 20.00	\$ 22.00	\$ 22.00		10%
17	Nutrients	Dewatered residuals	1	\$ 79.00	\$ 79.00	\$ 80.00	\$ 80.00		1%
18	TOCs	Raw & Finished Water	12	\$ 41.00	\$ 492.00	\$ 50.00	\$ 600.00		22%
19	Total Solids	Dewatered residuals	1	\$ 13.00	\$ 13.00	\$ 18.00	\$ 18.00		38%
20	Complete Inorganics (IOC)	Finished water	1	\$ 240.00	\$ 240.00	\$ 350.00	\$ 350.00		46%
21	Iron	Finished water	1	\$ 20.00	\$ 20.00	\$ 22.00	\$ 22.00		10%
22	Gross Alpha	Finished water	1	\$ 100.00	\$ 100.00	\$ 65.00	\$ 65.00		-35%
23	Radium 228	Finished water	1	\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00		0%
24	DBPs- THM/HAA	Drinking water	8	\$ 229.00	\$ 1,832.00	\$ 180.00	\$ 1,440.00		-21%
25	503 Metals	Biosolids	4	\$ 157.00	\$ 628.00	\$ 175.00	\$ 700.00		11%
26	Fecal Coliform	Biosolids	28	\$ 41.00	\$ 1,148.00	\$ 23.00	\$ 644.00		-44%
27	NH3-N, Nitrate, Organic N, TKN	Biosolids	4	\$ 74.00	\$ 296.00	\$ 85.00	\$ 340.00		15%
28	Potassium, sulfur, total phosphorus	Biosolids	4	\$ 89.00	\$ 356.00	\$ 88.00	\$ 352.00		-1%
29	Total Solids	Biosolids	28	\$ 12.00	\$ 336.00	\$ 14.00	\$ 392.00		17%
30	30-day bench	Biosolids	4	\$ 52.00	\$ 208.00	\$ 50.00	\$ 200.00		-4%
31	Fecal Coliform	Wastewater Effluent	4	\$ 35.00	\$ 140.00	\$ 25.00	\$ 100.00		-29%
32	Nitrate + Nitrite as N	Wastewater Effluent	4	\$ 20.00	\$ 80.00	\$ 37.00	\$ 148.00		85%
33	Soluble Reactive Phosphorus	Wastewater Effluent	4	\$ 22.00	\$ 88.00	\$ 22.00	\$ 88.00		0%
34	TKN	Wastewater Effluent	4	\$ 32.00	\$ 128.00	\$ 40.00	\$ 160.00		25%
35	Total Ammonia	Wastewater Effluent	4	\$ 20.00	\$ 80.00	\$ 30.00	\$ 120.00		50%
36	Total Phosphorus	Wastewater Effluent	4	\$ 20.00	\$ 80.00	\$ 40.00	\$ 160.00		100%
TOTAL BID AMOUNT (Items 1-36 above):				Total:	\$ 10,905.00	Total:	\$ 10,288.00		

○ Error on bid form, correct calculation shown above

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NOTES:

Analytes that Exact Scientific is not accredited for and will be outsourced.

Analytes that both Edge Analytical and Exact Scientific are not accredited for and will be outsourced.

*Edge Analytical is not accredited for C:N analyses only.

City of Lynden
Bid Tabulation
December 3, 2020

Request for Bids: Lynden Community Center Grease Trap Pumping

	Lil John Sanitary Service Inc	Baker Septic Tank Pumping
Total	\$190.23	\$75.00

