



City of High Point

Municipal Office Building
211 S. Hamilton Street
High Point, NC 27260

Meeting Agenda

Finance Committee

Britt Moore, Chair

Committee Members:

Monica Peters

Michael Holmes

Victor Jones

Jay Wagner, Mayor (Alternate)

Wesley Hudson, Mayor Pro Tem (Alternate)

Thursday, August 17, 2023

4:00 PM

3rd Floor Conference Room

CALL TO ORDER

FINANCE COMMITTEE - Britt W. Moore, Chair

1. [2023-369](#) Consideration of a Resolution Approving an Interlocal Agreement with Guilford County For American Rescue Plan Act (ARPA) Funds.
City Council is requested to approve a resolution for an interlocal agreement with Guilford County for ARPA funds and authorize the appropriate City Official(s) to execute all necessary documents.
Attachments: [Resolution Approving an Interlocal Agreement with Guilford County for America](#)
2. [2023-361](#) Consideration of a Contract with D-UP, Inc. in the amount of \$3,000,000
City Council is requested to authorize the City Manager to enter into a contract with D-UP, Inc. for the Washington Street Enhancement Project in the amount of \$3,000,000, approve the budget ordinance amendment, and authorize the appropriate City Official(s) to execute all necessary documents.
Attachments: [Contract With D-UP - Guilford County ARPA Funds](#)
3. [2023-362](#) Consideration of a Contract with the Hayden-Harman Foundation in the amount of \$2,000,000
City Council is requested to enter into a contract with the Hayden-Harman Foundation in the amount of \$2,000,000 for "The Bridge" project, approve a budget ordinance amendment, and authorize the appropriate City Official(s) to execute all necessary documents.
Attachments: [Contract With Hayden-Harman Foundation - Guilford County ARPA Funds](#)
4. [2023-363](#) Consideration of a Contract with the YMCA of High Point in the amount of \$500,000
City Council is requested to enter into a contract with the YMCA of High Point in the amount of \$500,00 for the Out of School Time (OST), Social

and Emotional Learning (SEL), and Enrichment/Physical Activity Program, approve a budget ordinance amendment, and authorize the appropriate City Official(s) to execute all necessary documents.

Attachments: [Contract With YMCA of High Point - Guilford County ARPA Funds](#)

5. [2023-375](#) Consideration of a Sole Source Contract with Perkin Elmer in the amount of \$32,808
City Council is requested to award a sole source contract to Perkin Elmer in the amount of \$32,808 to perform the annual manufacture's maintenance requirements for metals analysis instrumentation and authorize the appropriate City Official(s) to execute all necessary documents.
Attachments: [Sole Source - Perkin Elmer](#)
6. [2023-376](#) Consideration of a Purchase from United Rentals in the amount of \$191,739.78
City Council is requested to approve a purchase from United Rentals under the sourcwell based joint purchasing contract for a 10X8 diesel pump with connections in the amount of \$191,739.78 and authorize the appropriate City Official(s) to execute all necessary documents.
Attachments: [Purchase - United Rentals](#)
7. [2023-377](#) Consideration of a Sole Source Contract with Pavement Technology in the amount of \$294,002.90
City Council is requested to award a sole source contract to Pavement Technology in the amount of \$294,002.90 to apply Reclamite® Asphalt Rejuvenator to approximately 249,155 square yards of roadway at various locations within the City of High Point and authorize the appropriate City Official(s) to execute all necessary documents.
Attachments: [Contract - Pavement Technology](#)
8. [2023-378](#) Consideration of Sole Source Purchase from National Oilwell Varco in the amount of \$237,710.
City Council is requested to approve National Oilwell Varco as a sole source vendor for the purchase of refurbished Chemineer gear boxes in the amount of \$237,710 and authorize the appropriate City Official(s) to execute all necessary documents.
Attachments: [Sole Source - National Oilwell Varco, Gear Boxes](#)
9. [2023-379](#) Annual Report for Surplus Equipment for Fiscal Year 2022-2023
City Council is requested to acknowledge receipt of the report of sale of surplus equipment for FY 2022-2023.
Attachments: [Surplus Equipment 2022-2023](#)
10. [2023-380](#) Consideration of a Purchase of a 2024 Ford F550 from Piedmont Truck Center in the amount of \$177,913
City Council is requested to approve a purchase of a 2024 Ford F550 with an Altec AT40G Bucket Truck Body from Piedmont Truck Center in the

amount of \$177,913 and declare the old truck as surplus and dispose through the online auction process.

Attachments: [Purchase Ford F550 - Piedmont Truck Center](#)

11. [2023-381](#) Consideration of a Purchase of Three Ford Transit Vans from Piedmont Truck Center in the amount of \$163,589.25
City Council is requested to approve the purchase of three Ford Transit Vans from Piedmont Truck Center in the amount of \$163,589.25.
Attachments: [15 Passenger Van - Piedmont Truck Center](#)
12. [2023-382](#) Consideration of a Lease Agreement with Winterland, Inc. in the amount of \$99,240
City Council is requested to approve a lease agreement with Winterland, Inc. in the amount of \$99,240 for holiday lights and large-scale displays and authorize the appropriate City Official(s) to execute all necessary documents.
Attachments: [Winterland, Inc Lease Agreement](#)
13. [2023-383](#) Consideration of a Sole Source Purchase from Aqua Management Partners in the amount of \$40,000
City Council is requested to approve a sole source purchase from Aqua Management Partners in the amount of \$40,000 for tablet feeders for the Aquatic Center at High Point City Lake Park and authorize the appropriate City Official(s) to execute all necessary documents.
Attachments: [Sole Source- Aqua Management Partners](#)
14. [2023-389](#) Consideration of a Purchase of Meter Data Management System Hardware (MDMS) from 5S Technology in the amount of \$551,351.75
City Council is requested to approve the purchase of MDMS Hardware from 5S Technology in the amount of \$551,351.75 under NCPA contract 01-86 and authorize the appropriate City Official(s) to execute all necessary documents.
Attachments: [MDMS Hardware - 5S Technology](#)
15. [2023-392](#) Consideration of the Purchase and Implementation of (SmartWorks) Meter Data Management Systems Software from Harris Utilities in the amount of \$994,869
City Council is requested to approve the purchase and implementation of (SmartWorks) Meter Data Management Systems Software from Harris Utilities in the amount of \$994,869 with an annual reoccurring cost of \$103,542 and authorize the appropriate City Official(s) to execute all necessary documents.
Attachments: [Purchase - SmartWorks Harris Utilities](#)
16. [2023-390](#) Consideration of Procurement Services with E Source in the amount of \$144,960
City Council is requested to approve procurement services with E Source

in the amount of \$144,960 to become the procurement service contractor for the installation process of electric meters and authorize the appropriate City Official(s) to execute all necessary documents.

Attachments: [Procurement Services - E Source Meter Installation Vendor](#)

17. [2023-391](#) Consideration of a Purchase of a Customer Engagement Portal from Harris Utilities in the amount of \$181,125
City Council is requested to approve a purchase of a Customer Engagement Portal from Harris Utilities in the amount of \$181,125 with an annual reoccurring cost of \$90,000 (pro-rated for the first year at \$22,500) and authorize the appropriate City Official(s) to execute all necessary documents.
Attachments: [Harris Utilities - Customer Engagement Portal](#)
18. [2023-393](#) Consideration of a Sole Source Request for Implementation Services with Harris Utilities in the amount of \$366,030
City Council is requested to approve a Sole Source request for implementation services with Harris Utilities in the amount of \$366,030 to integrate customer integrated systems (CIS) with other advance metering infrastructure (AMI) and authorize the appropriate City Official(s) to execute all documents.
Attachments: [Implementation Services - Harris Utilities](#)
19. [2023-394](#) Consideration of the Sale of 150 MW of Generation Capacity from N.C. Municipal Power Agency Number 1 (NCMPA1) to Central Electric Power Cooperative, Inc. (Central)
City Council is requested to approve the Purchase Power Agreement between NCMPA1 and Central, to consent to the transactions contemplated thereby, and to approve the Amendment Agreement No. 3 to Project Power Sales Agreement Catawba Nuclear Project, the Agreement Regarding the Sale and Purchase of Excess Participant's Share of Project Output, and the Ordinance attached hereto, and authorize the appropriate City officials and/or staff to prepare and execute all necessary documents.
Attachments: [ElectriCities - Central Electric Power Cooperative, Inc.](#)
20. [2023-395](#) Information Regarding a Request from Pioneer Square Brands for Performance Based Incentives in the amount of \$54,752 - Public Hearing August 21, 2023
City Council is requested to authorize performance-based incentives for a project at 721 Old Thomasville Road and 1515 W Green Drive in the amount of \$54,752, authorize the City Manager to execute a performance agreement with the company containing benchmarks for the company to achieve and schedule for the payment of such financial incentives.
Attachments: [Pioneer Square Brands - Performance Based Incentives](#)
21. [2023-396](#) Consideration to Select Atrium Health Wake Forest Baptist for Expanded Clinic Services in the estimated amount of \$322,977

City Council is requested to approve the selection of Atrium Health Wake Forest Baptist as the clinic service provider in the estimated amount of \$322,977 and authorize the appropriate City Official(s) to execute all necessary documents.

Attachments: [Atrium Health Wake Forest Baptist - Onsite Health Clinic Expansion Services](#)

22. [2023-400](#)

Consideration of a Purchase of a 2024 Pierce Saber Pumper from Atlantic Emergency Solutions in the amount of \$919,593

City Council is requested to approve the purchase of a 2024 Pierce Saber Pumper from Atlantic Emergency Solutions in the amount of \$919,593 and authorize the appropriate City Official(s) to execute all necessary documents.

Attachments: [Pierce Saber Pumper - Atlantic Emergency Solutions](#)

23. [2023-399](#)

Review Information from High Point x Design for a Design, Art & Science Symposium and Exhibit

Staff will provide information from High Point x Design for a Design, Art & Science Symposium and Exhibit.

Attachments: [High Point x Design for a Design, Art & Science Symposium and Exhibit](#)

ADJOURNMENT



City of High Point

Municipal Office Building
211 S. Hamilton Street
High Point, NC 27260

Master

File Number: 2023-375

File ID: 2023-375

Type: Miscellaneous Item

Status: To Be Introduced

Version: 1

Reference:

In Control: Finance Committee

File Created: 08/08/2023

File Name:

Final Action:

Title: Consideration of a Sole Source Contract with Perkin Elmer in the amount of \$32,808
City Council is requested to award a sole source contract to Perkin Elmer in the amount of \$32,808 to perform the annual manufacture's maintenance requirements for metals analysis instrumentation and authorize the appropriate City Official(s) to execute all necessary documents.(Recommended by Finance Committee)

Notes:

Sponsors:

Enactment Date:

Attachments: Sole Source - Perkin Elmer

Enactment Number:

Contact Name:

Hearing Date:

Drafter Name: derrick.boone@highpointnc.gov

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
---------------	--------------	-------	---------	----------	-----------	-----------------	---------

CITY OF HIGH POINT

AGENDA ITEM

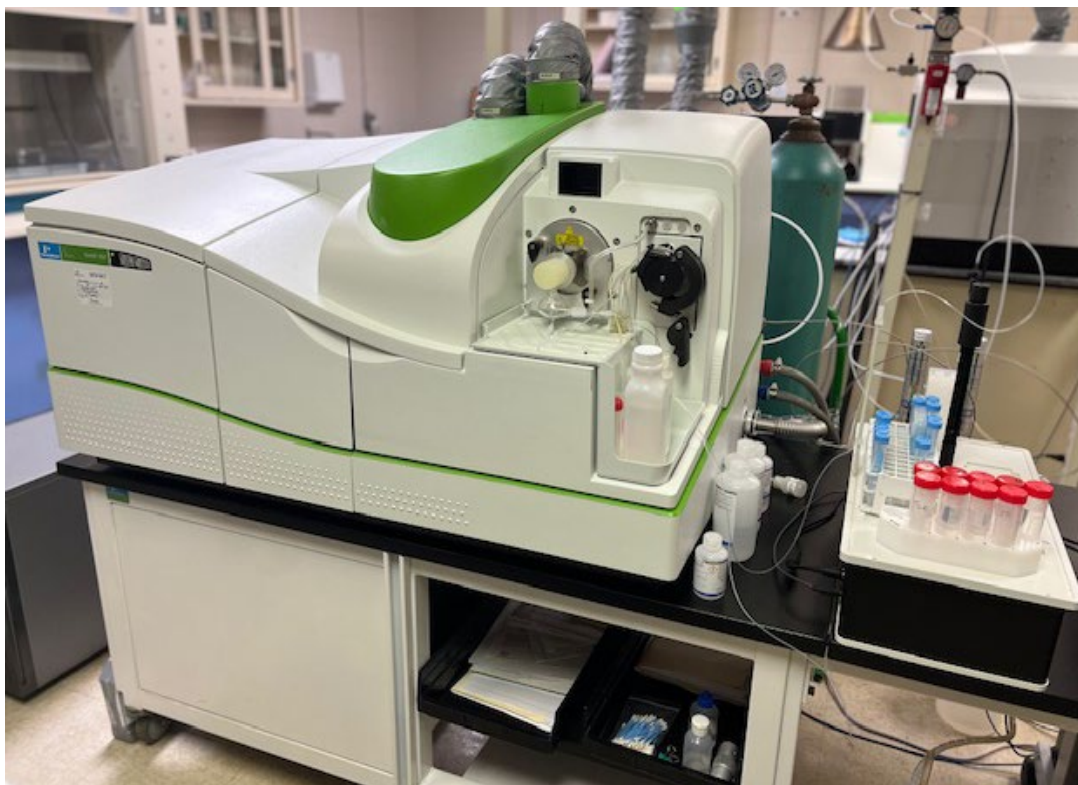
TITLE: Sole Source for On-Call Maintenance Contract for Metals Analysis Instrumentation Perkin Elmer	
FROM: Robby Stone – Public Services Director Derrick Boone – Asst. Director Public Services	MEETING DATE: August 21, 2023
PUBLIC HEARING: No	ADVERTISED DATE/BY: N/A
ATTACHMENTS: Quote	

PURPOSE: To utilize Perkin Elmer to perform the annual maintenance on a Perkin Elmer ICP-MS (Inductively Coupled Plasma Mass Spectrometry) unit that is used by the Laboratory Services Division for metals analysis on water and wastewater samples. This is a sole source request.

BACKGROUND: The Laboratory Services Division performs testing for all City regulated water and wastewater facilities and assists with preparing monthly compliance reporting. The Laboratory Services Division has historically retained an annual maintenance contract with Perkin Elmer to provide on-call maintenance service.

BUDGET IMPACT: Funding is available in the 2023-2024 Budget.

RECOMMENDATION/ACTION REQUESTED: Public Services is recommending that Perkin Elmer be approved as a sole source vendor to perform the annual manufacturer's maintenance requirements for metals analysis instrumentation for \$32,808.





PerkinElmer U.S. LLC
710 Bridgeport Avenue
SHELTON, CT
06484-4794
USA
Tel:(855) 726-9377
Fax:(203) 266-1072

ONESOURCE LABORATORY
SERVICES

Quotation Number

40827825

Quote Expiration Date
10/27/2023

Your Prior Agreement
0035608976

Your Prior PO Number
109973

Fax Number

Customer Contact
ELAINE POTTS

Telephone Number
336-883-3413

Contact Email
elaine.potts@highpointnc.gov

GOLD SERVICE PLAN WITH 2PM VISITS

Site Address

CITY OF HIGH POINT
121 N PENDLETON ST
HIGH POINT NC 27261

Invoicing Address

CITY OF HIGH POINT
ACCOUNTS PAYABLE
P O BOX 230
HIGH POINT NC 27261

Site Number
100004088

Customer number
4005261

Payment Terms
Due Upon Receipt

Billing Plan
Yearly

Coverage Period
10/22/2023 to 10/21/2024

Page Number
1 of 4

Line	Quantity	Model	Coverage Details	Gross Price	Disc/Uplift	Net Price
10	1.000	ESISC2NOGPIB	ESI AS SC-2 OPTIMA & ELAN WITHOUT GPIB Coverage Dates 10/22/2023 to 10/21/2024 Serial No. (X2DXX-160310) Gold Service Plan with 2PMs 2 Preventive Maintenance Visits Unlimited Repair Service - Non-consumable Parts, Labor, Travel Phone/Remote Support 15% Discount on Training / 10% Discount on Qualification Services	2,592.00		2,592.00
20	1.000	ICPN0772046	CHILLER-1HP 230V/60HZ TP QUIET Coverage Dates 10/22/2023 to 10/21/2024 Serial No. (4U1621175) Gold Service Plan with 2PMs 2 Preventive Maintenance Visits Unlimited Repair Service - Non-consumable Parts, Labor, Travel Phone/Remote Support 15% Discount on Training / 10% Discount on Qualification Services	1,032.00		1,032.00
30	1.000	MASN8140041	ASSY- NEXION 350 X TOP LEVEL Coverage Dates 10/22/2023 to 10/21/2024 Serial No. (85XN6060801) Gold Service Plan with 2PMs 2 Preventive Maintenance Visits Unlimited Repair Service - Non-consumable Parts, Labor, Travel Phone/Remote Support 15% Discount on Training / 10% Discount on Qualification Services	27,900.00		27,900.00
40	1.000	MASSOFTWARE	MAS SOFTWARE Coverage Dates 10/22/2023 to 10/21/2024 Serial No. (85XN6060801) Bronze Service Plan Unlimited Repair Service - Non-consumable Parts, Labor, Travel Phone/Remote Support 10% Discount on Training	1,284.00		1,284.00

Gross Price

32,808.00

THIS QUOTATION IS SUBJECT TO PERKINELMER'S TERMS AND CONDITIONS OF SERVICE LOCATED AT <http://www.perkinelmer.com/corporate/policies> WHICH IS HEREBY INCORPORATED BY THIS REFERENCE. TERMS SUBJECT TO CREDIT APPROVAL.

PerkinElmer U.S. LLC
710 Bridgeport Avenue
SHELTON, CT
06484-4794
USA
Tel:(855) 726-9377
Fax:(203) 266-1072

Quotation Number

40827825

Customer Contact
ELAINE POTTS

Telephone Number
336-883-3413

Contact Email
elaine.potts@highpointnc.gov

Quote Expiration Date
10/27/2023

Your Prior Agreement
0035608976

Your Prior PO Number
109973

Fax Number

GOLD SERVICE PLAN WITH 2PM VISITS

Site Address

CITY OF HIGH POINT
121 N PENDLETON ST
HIGH POINT NC 27261

Invoicing Address

CITY OF HIGH POINT
ACCOUNTS PAYABLE
P O BOX 230
HIGH POINT NC 27261

Site Number
100004088

Customer number
4005261

Payment Terms
Due Upon Receipt

Billing Plan
Yearly

Coverage Period
10/22/2023 to 10/21/2024

Page Number
2 of 4

Discount
Net Price

32,808.00

Note: Taxes will be applied to your invoice if applicable.

THE FUEL SURCHARGE OF \$375.00 IS BEING WAIVED FOR
THIS COVERAGE PERIOD
ONLY.

PerkinElmer U.S. LLC
710 Bridgeport Avenue
SHELTON, CT
06484-4794
USA
Tel:(855) 726-9377
Fax:(203) 266-1072

Quotation Number

40827825

Customer Contact
ELAINE POTTS

Telephone Number
336-883-3413

Contact Email
elaine.potts@highpointnc.gov

Quote Expiration Date
10/27/2023

Your Prior Agreement
0035608976

Your Prior PO Number
109973

Fax Number

GOLD SERVICE PLAN WITH 2PM VISITS

Site Address

CITY OF HIGH POINT
121 N PENDLETON ST
HIGH POINT NC 27261

Site Number
100004088

Invoicing Address

CITY OF HIGH POINT
ACCOUNTS PAYABLE
P O BOX 230
HIGH POINT NC 27261

Customer number
4005261

Payment Terms
Due Upon Receipt

Billing Plan
Yearly

Coverage Period
10/22/2023 to 10/21/2024

Page Number
3 of 4

Billing Plan

Planned Invoice Date(s)	Invoice Amount(\$)
10/22/2023	32,808.00
Total billed	32,808.00

PerkinElmer Contact Information

Quoted By	RoseMary Massedge
Telephone Number	203-456-2206
Fax Number	
Email	RoseMary.Massedge@perkinelmer.com



ONESOURCE LABORATORY
SERVICES

PerkinElmer U.S. LLC
710 Bridgeport Avenue
SHELTON, CT
06484-4794
USA
Tel:(855) 726-9377
Fax:(203) 266-1072

Quotation Number

40827825

Quote Expiration Date
10/27/2023

Your Prior Agreement
0035608976

Your Prior PO Number
109973

Fax Number

Customer Contact
ELAINE POTTS

Telephone Number
336-883-3413

Contact Email
elaine.potts@highpointnc.gov

GOLD SERVICE PLAN WITH 2PM VISITS

Site Address

CITY OF HIGH POINT
121 N PENDLETON ST
HIGH POINT NC 27261

Invoicing Address

CITY OF HIGH POINT
ACCOUNTS PAYABLE
P O BOX 230
HIGH POINT NC 27261

Site Number
100004088

Customer number
4005261

Payment Terms
Due Upon Receipt

Billing Plan
Yearly

Coverage Period
10/22/2023 to 10/21/2024

Page Number
4 of 4

NOTES:

1. This quotation is subject to the terms and conditions attached and is valid until the expiration date shown above.
2. Customer is responsible for applicable taxes, including sale, use and/or excise tax unless otherwise noted above.
3. If Preventative Maintenance is covered under your agreement, please indicate any special date requirements below.

PM#1 _____ PM#2 _____

If any information presented on the document is incorrect e.g Billing address, serial numbers, please indicate the required changes below:

PLEASE SIGN THIS MAINTENANCE AGREEMENT QUOTATION AND RETURN ORIGINAL COPY ALONG WITH YOUR PURCHASE ORDER TO:

By Mail :
PerkinElmer U.S. LLC
710 Bridgeport Avenue
SHELTON, CT
06484-4794
USA

By Fax:
OR
By Email: RoseMary.Massedge@perkinelmer.com

YOUR SIGNATURE BELOW CONFIRMS THAT YOU HAVE READ AND UNDERSTAND THE ABOVE STATEMENTS AND THAT THE INFORMATION INCLUDED THEREIN IS CORRECT TO THE BEST OF YOUR KNOWLEDGE.

IN ORDER TO AVOID A LAPSE IN SERVICE COVERAGE, PLEASE FORWARD A PURCHASE ORDER PRIOR TO THE EFFECTIVE START DATE OF THE CONTRACT.

Accepted By:

Signature of Authorized Individual

Date

Print Name and Title

Date

Customer Purchase Order Number

Date

PerkinElmer Representative

Date

THIS QUOTATION IS SUBJECT TO PERKINELMER'S TERMS AND CONDITIONS OF SERVICE LOCATED AT <http://www.perkinelmer.com/corporate/policies> WHICH IS HEREBY INCORPORATED BY THIS REFERENCE. TERMS SUBJECT TO CREDIT APPROVAL.

Financial Services

Purchasing Division



Requisition # **36147**

**CITY OF HIGH POINT
SOLE SOURCE JUSTIFICATION FORM
(For Items Costing \$10,000.00 or More)
Statutory Reference N.C.G.S. 143-129(e)6**

Vendor: **PerkinElmer U.S. LLC**

Item(s): **Preventative Maintenance - Nexlon 350X (ICP/MS)**

Justification:

Service contract for the Nexlon 350X (ICP/MS) instrument covering (2) preventative maintenance visits and (1) year of labor, travel and repair. This instrument is used for low level metal analysis.

Estimated expenditure for the above item(s): **32,808.00**

Accounting Unit and Account(s): **621756-527101**

**CHECK ALL ENTRIES BELOW THAT APPLY TO THE PROPOSED PURCHASE.
ATTACH A MEMO CONTAINING JUSTIFICATION AND SUPPORT DOCUMENTATION.**

1. ☒ Performance or price competition for a product are not available.
2. ☒ A needed product is available from only one source of supply.
3. ☒ Standardization or compatibility is the overriding consideration.
4. ☒ The parts/equipment are required from this source to permit standardization.
5. ☐ None of the above applies. A detailed explanation and justification for this sole source request is contained in attached memo and support documentation.

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

Department Head/Authorized Personnel **Robby Stone** Digitally signed by Robby Stone
Date: 2023.08.07 16:49:12 -04'00'

Department/Division **Public Services/621756** Date **7/31/23**

APPROVAL PROCESS

Purchasing Manager **Candy E. Harmon** Digitally signed by Candy E. Harmon
Date: 2023.08.15 14:55:27 -04'00'

Financial Services Director **Bobby Fitzjohn** Digitally signed by Bobby Fitzjohn
Date: 2023.08.15 21:17:44 -04'00'

City Council (\$30,000 – Up)



City of High Point

Municipal Office Building
211 S. Hamilton Street
High Point, NC 27260

Master

File Number: 2023-376

File ID: 2023-376

Type: Miscellaneous Item

Status: To Be Introduced

Version: 1

Reference:

In Control: Finance Committee

File Created: 08/08/2023

File Name:

Final Action:

Title: Consideration of a Purchase from United Rentals in the amount of \$191,739.78
City Council is requested to approve a purchase from United Rentals under the sourcewell based joint purchasing contract for a 10X8 diesel pump with connections in the amount of \$191,739.78 and authorize the appropriate City Official(s) to execute all necessary documents.
(Recommended by Finance Committee)

Notes:

Sponsors:

Enactment Date:

Attachments: Purchase - United Rentals

Enactment Number:

Contact Name:

Hearing Date:

Drafter Name: derrick.boone@highpointnc.gov

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
---------------	--------------	-------	---------	----------	-----------	-----------------	---------

CITY OF HIGH POINT

AGENDA ITEM

TITLE: 10x8 Diesel Pump with Vacuum Assisted Priming System - United Rentals	
FROM: Robby Stone – Public Services Director Derrick Boone – Asst. Director Public Services	MEETING DATE: August 21, 2023
PUBLIC HEARING: N/A	ADVERTISED DATE/BY: N/A
ATTACHMENTS: Attachment A – Quote Attachment B- United Rentals Pump Brochure	

PURPOSE: For the purchase of a 10x8 Diesel Pump with vacuum assisted priming system for the Water and Sewer Mains Division of the Public Services Department.

BACKGROUND: The Public Services Department needs a bypass pump that can be utilized for scheduled maintenance repairs or in emergency situations at some of the deeper / larger sewer lift stations (ex: Waterview, Shadybrook, and Eastfork,). The Public Services Department is purchasing the pump under the Sourcewell based joint purchasing Contract #062320 with United Rentals.

BUDGET IMPACT: The purchase of the 10x8 Diesel Pump was included in the FY 2023/2024 operating budget for the Water and Sewer Mains Division.

RECOMMENDATION/ACTION REQUESTED: City Council is requested to approve the purchase of the pump and connections from United Rentals under the Sourcewell based joint purchasing contract in the amount of \$191,739.78.



10 x 8 Diesel Pump

Vacuum Assisted

Product Description

Diesel engine driven centrifugal pump equipped with vacuum-assisted priming system.

Trailer mounted for easy transportation having the following additional features: Run dry mechanical seal, Auto-start control, monitoring of fuel level, engine load, run time, oil and coolant temperature, and telemetry system.

Technical Data

Operating Parameters

Min. / Max. Flow	650 gpm / 5400 gpm
Min. / Max. Shutoff Head	151 ft (65psi) / 340 ft (147psi)
Maximum Casing Pressure	260 psi
Maximum Temperature	200°F
Maximum Solid Size	3.5 inch
Min. / Max. Pump Speed	1200 rpm / 1800 rpm

Pump & Accessory Specifications

Suction / Discharge Size	10 inch / 8 inch
Impeller Diameter	17 inch
Vacuum System - Type / Capacity	Diaphragm / 50 CFM

Casing	Ductile Iron
Impeller	CA6NM Stainless Steel
Wear Ring	Gray Iron 40
Shaft	17-4PH Stainless Steel
Mechanical Seal Faces	Tungsten/Silicon-Carbide
Mechanical Seal Lubrication	ISO Viscosity Grade 32 or Lower (synthetic recommended)
O-rings & Gaskets	Buna-N & Viton
Check Valve Body	Ductile Iron
Check Valve Flapper	Buna-N
Check Valve Type	Swing type

Driver Properties

Driver Type	Diesel Engine
Driver Make	John Deere
Model	6090HF485
Max. Continuous Rating	325 hp
Total Displacement	9 liters
Aspiration	Turbocharged and air-to-air aftercooled
Number of Cylinders	6
Safety Shutdowns	Low Oil Pressure, High Temp.
Fuel Consumption	15.1 gal/hr @ 1800 rpm
Run Time	11.9 hours @ 1800 rpm
Fuel Type	No. 2 Diesel: NO BIODIESEL
Fuel Capacity	180 U.S. gallons



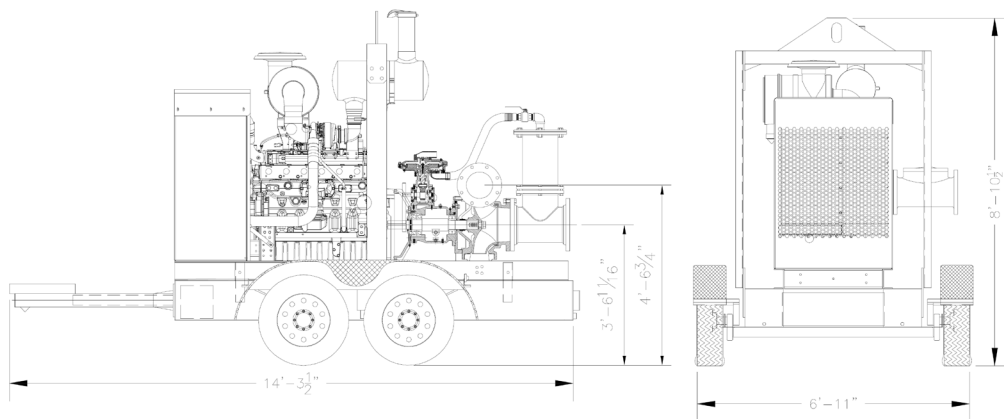
Notes

- Performance data based on water at 60°F
- Run time indicated is for reference and could vary based on speed and engine loads
- Maximum temperature is the equipment material limitation. Based on the application, process, product and NPSH requirements, the maximum allowable temperature could be lower
- This pump is also available with a 20 CFM venturi-compressor priming system

10 x 8 Diesel Pump

Vacuum Assisted

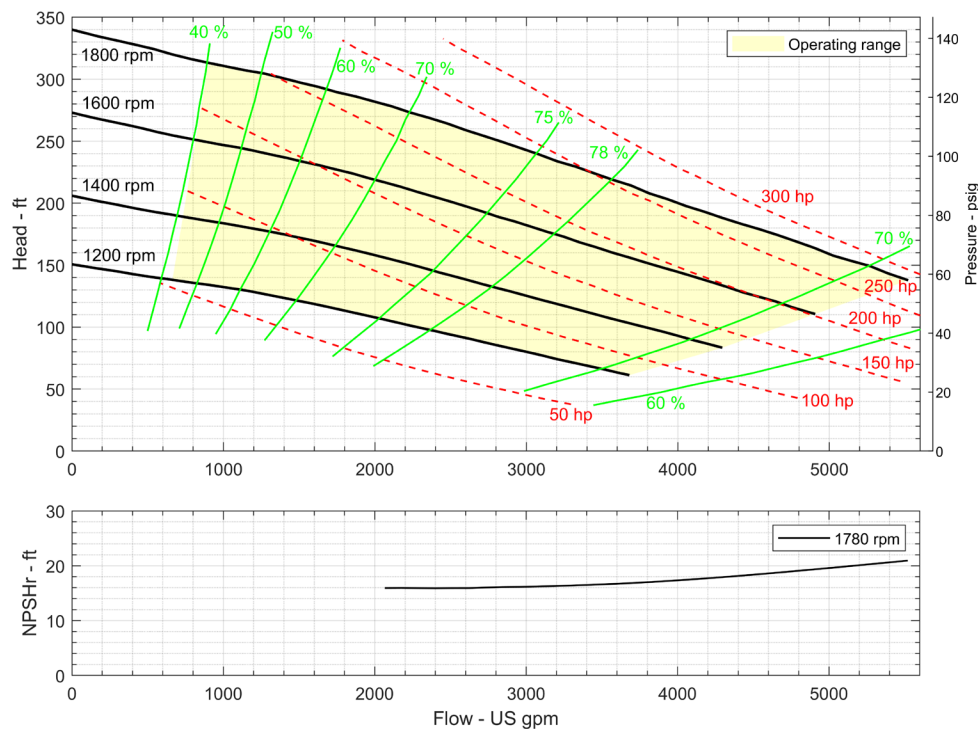
Dimensional Drawing



Dimensional Details

Total Weight wo/Fuel	7642 lbs
Total Weight w/Fuel	8920 lbs
Overall Height	112 inch
Overall Width	83 inch
Overall Length	172 inch

Performance Curve



Pump Make	Pioneer Pump
Pump Model	PP108S17
Operating Speed	Variable
Min. Speed	1200 rpm
Max. Speed	1800 rpm
Impeller Rated Dia.	17 inch
Impeller Type	Enclosed
No. of Impeller Vanes	2
Solid Dia.	3.5 inch
Specific Speed	1893 US Units
Suction Size	10 inch
Discharge Size	8 inch

215736121-000

Customer # : 2185
 Reserved Date : 08/28/23 01:00
 UR Job Loc : 816 E GREEN DR, HIGH
 UR Job # : 28
 Customer Job ID:
 P.O. # : QUOTE
 Ordered By : JOE HOLDEN
 Written By : CHRISTOPHER BADGERO
 Salesperson : CHRISTOPHER BADGERO

Job Site

CITY WORKS OFFICE
 816 E GREEN DR
 HIGH POINT NC 27260-6714

Office: 336-883-3466 Cell: 336-465-6226

CITY OF HIGH POINT
 PO BOX 230
 HIGH POINT NC 27261-0230

**This is not an invoice
 Please do not pay from this document**

Qty	Equipment #	Price	Amount
1	5208703 CC: 520-8703 PUMP 10X8 VAC ASSIST - DIESEL	152279.18	152279.18
3	5459813 CC: 545-9813 12 X 8 FLANGED REDUCER	1007.50	3022.50
4	5402230 CC: 540-2230 HOSE 12X20 KANAFLEX SUCTION - BAUER	2379.00	9516.00
4	5402400 CC: 540-2400 HOSE 12X20 COMPOSITE - FLANGED	3503.50	14014.00
2	5457203 CC: 545-7203 12" QC 90	778.70	1557.40
1	5231508 CC: 523-1508 8" CHECK VALVE	1683.50	1683.50
2	5459455 CC: 545-9455 FITTING ELBOW 8" 90 DEGREES	889.00	1778.00
2	5456830 CC: 545-6830 8" TEE	812.50	1625.00
2	5459970 CC: 545-9970 VALVE RELEASE AIR	2154.10	4308.20
2	5456901 CC: 545-6901 FLOAT SWITCH	228.00	456.00
	DELIVERY CHARGE		1500.00

Sales/Misc Subtotal: 1500.00
 Agreement Subtotal: 191739.78
 Tax: 12942.44
 Total: 204682.22

COMMENTS/NOTES:

CONTACT: JOE HOLDEN
 CELL#: 336-803-2227

ARE YOU OR YOUR EMPLOYEES IN NEED OF OPERATOR CERTIFICATION TRAINING?
 CONTACT UNITED ACADEMY TODAY
 844-222-2345 OR WWW.UNITEDRENTALS.COM/TRAINING

SOURCEWELL BASED CONTRACT 062320 URI

WHERE PERMITTED BY LAW, UNITED RENTALS MAY IMPOSE A SURCHARGE OF 1.8% FOR CREDIT CARD PAYMENTS ON CHARGE ACCOUNTS. THIS SURCHARGE IS NOT GREATER THAN OUR MERCHANT DISCOUNT RATE FOR CREDIT CARD TRANSACTIONS AND IS SUBJECT TO SALES TAX IN SOME JURISDICTIONS.
 THIS IS NOT A SALE AGREEMENT/INVOICE. THE ITEMS LISTED ABOVE ARE SUBJECT TO AVAILABILITY AND ACCEPTANCE OF THE TERMS AND CONDITIONS OF UNITED'S SALE AGREEMENT/INVOICE WHICH ARE AMENDED FROM TIME TO TIME AND POSTED ONLINE AT <https://www.unitedrentals.com/legal/sale-agreement> AND INCORPORATED HEREIN BY REFERENCE. A PAPER COPY OF THE SALE AGREEMENT/INVOICE TERMS IS AVAILABLE UPON REQUEST.



City of High Point

Municipal Office Building
211 S. Hamilton Street
High Point, NC 27260

Master

File Number: 2023-377

File ID: 2023-377

Type: Resolution

Status: To Be Introduced

Version: 1

Reference:

In Control: Finance Committee

File Created: 08/08/2023

File Name:

Final Action:

Title: Consideration of a Sole Source Contract with Pavement Technology in the amount of \$294,002.90
City Council is requested to award a sole source contract to Pavement Technology in the amount of \$294,002.90 to apply Reclamite® Asphalt Rejuvenator to approximately 249,155 square yards of roadway at various locations within the City of High Point and authorize the appropriate City Official(s) to execute all necessary documents. (Recommended by Finance Committee)

Notes:

Sponsors:

Enactment Date:

Attachments: Contract - Pavement Technology

Enactment Number:

Contact Name:

Hearing Date:

Drafter Name: robby.stone@highpointnc.gov

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:

CITY OF HIGH POINT

AGENDA ITEM

TITLE: Sole Source Reclamite® Projects – 2023-2024	
FROM: Public Services Department	MEETING DATE: August 21, 2023
PUBLIC HEARING: N/A	ADVERTISED DATE/BY: N/A
ATTACHMENTS: Attachment 1 - Sole Source Request Form Attachment 2 - Appendixes with Sole Source Letters, Product Info and Maps	

PURPOSE: The purpose of this Sole Source Request for Pavement Technology, Inc, will consist of applying Reclamite® Asphalt Rejuvenator to approximately 249,155 square yards of roadway at various locations within the City of High Point during the Fiscal Year 2023-2024 timeframe.

BACKGROUND: Pavement Technology, Inc. is the sole source applicator and supplier of Reclamite® Asphalt Rejuvenator in the State of North Carolina. Reclamite® is a maltene-based cationic petroleum emulsion formulated to maximize and maintain high road ratings and extend the service life of asphalt pavement.

Specific roads were selected for this application, targeting recently paved roads within the last 3-4 years. Reclamite® Asphalt Rejuvenator penetrates, rejuvenates, and seals the surface of the asphalt. It prevents asphalt roadway raveling, counter-acts compaction issues, reduces permeability, and prevents moisture intrusion into the road subgrade.

BUDGET IMPACT: Funding is available in the FY 2023-2024 budget.

RECOMMENDATION/ACTION REQUESTED: The Public Services Department recommends approval of this Sole Source request and that the appropriate City official and/or employee be authorized to execute all necessary documents to award the project to Pavement Technology, Inc. in the amount of \$294,002.90.



Financial Services

Purchasing Division



Requisition #

CITY OF HIGH POINT
SOLE SOURCE JUSTIFICATION FORM
 (For Items Costing \$10,000.00 or More)
 Statutory Reference N.C.G.S. 143-129(e)6

Vendor: **Pavement Technology, Inc.**Item(s): **Reclamite® Asphalt Rejuvenator**

Justification:

Pavement Technology, Inc. is the sole source applicator and supplier of Reclamite® Asphalt Rejuvenator in the State of North Carolina.
 Reclamite® is a maltene-based cationic petroleum emulsion formulated to maximize and maintain high road ratings and extend the service life of asphalt pavement.

Estimated expenditure for the above item(s): **\$294,002.90**

Accounting Unit and Account(s):

Street Resurfacing 101721-527205

CHECK ALL ENTRIES BELOW THAT APPLY TO THE PROPOSED PURCHASE.
ATTACH A MEMO CONTAINING JUSTIFICATION AND SUPPORT DOCUMENTATION.

1. ☒ Performance or price competition for a product are not available.
2. ☒ A needed product is available from only one source of supply.
3. ☐ Standardization or compatibility is the overriding consideration.
4. ☐ The parts/equipment are required from this source to permit standardization.
5. ☐ None of the above applies. A detailed explanation and justification for this sole source request is contained in attached memo and support documentation.

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

Department Head/Authorized Personnel

Robby Stone
 Digitally signed by Robby Stone
 Date: 2023.08.07 15:48:06 -04'00'

Department/Division

Public Services Dept.

Date

August 3, 2023APPROVAL PROCESS

Purchasing Manager

Candy E. Harmon
 Digitally signed by Candy E. Harmon
 Date: 2023.08.07 16:12:49 -04'00'

Financial Services Director

Bobby Fitzjohn
 Digitally signed by Bobby Fitzjohn
 Date: 2023.08.08 08:52:46 -04'00'

City Council (\$30,000 – Up)

APPENDIXES

1. D&D Emulsions Sole Source Letter	1 Page
2. TRICOR Refining LLC Sole Source Applicator and Supplier	1 Page
3. Pavement Technology Inc. Cost Proposal	1 Page
4. Product Informational Brochures	3 Pages
5. Plans consisting of Overview Map, Quantities, and Enlarged Street Maps	15 Sheets



270 PARK AVENUE EAST
P. O. BOX 1706
MANSFIELD, OH 44901
ddemulsionsinc@outlook.com
Phone: 419-522-9440 fax: 419-522-8606

January 5, 2023

TO WHOM IT MAY CONCERN,

This is to inform you that Pavement Technology Inc. is our only licensed RECLAMITE® Application Contractor in the state of Ohio, Tennessee, North Carolina, South Carolina, Georgia, Florida, Maryland, Michigan, Pennsylvania, Virginia and West Virginia. They have served the Florida area since 1972.

They are authorized only as material applicators and are not authorized to re-sell the material to others.

D & D Emulsions, Inc. is a licensed manufacturer of RECLAMITE® for the Golden Bear Oil Company, now **Tricor Refining, LLC** serving the Eastern United States.


Charles Dawson
Vice President



1134 Manor St. • Oildale, CA 93308 / P.O. Box 5877 • Bakersfield, CA 93388
Phone 661.337.9979 – Email: johnnc@tricorrefining.com

February 21, 2023

Mr. Justin Gray
Public Services Manager
City of High Point
PO Box 230
High Point, NC 27261

This letter will confirm that Pavement Technology, Inc. with business address location at 24144 Detroit Road, Westlake, Ohio 44145 is the approved sole source applicator and supplier of Reclamite® asphalt rejuvenator in the State of North Carolina. D&D Emulsions, Inc., Mansfield, Ohio is the approved and authorized manufacturer of Reclamite® by Tricor Refining, LLC servicing your market area. Through D&D Emulsions, Inc. Tricor Refining, LLC supplies finished emulsion for application by Pavement Technology, Inc. There is not another source for Reclamite® to supply into North Carolina.

Tricor Refining, LLC maintains an authorized manufacturing network in North America and through this we supply to our approved product applicators. The reason for this is to control the emulsion quality and correct product application in each region. Pavement Technology, Inc. maintains and operates several crews which only apply Reclamite® asphalt rejuvenator.

Please let me know if you need further information or have other questions.

Respectfully,

Brett Towns
Marketing Manager
brettt@tricorrefining.com
530-4918251

Pavement Technology, Inc.

24144 Detroit Rd.
Westlake, Ohio 44145

Phone: 800-333-6309 440-892-1895
Fax: 440-892-0953

August 3, 2023

Mr. Allan Hicks, PE
Public Services Department
City of High Point
PO Box 230
High Point, NC 27261

Dear Mr. Hicks:

We are pleased to offer our proposal to apply Reclamite® asphalt rejuvenator to various streets located in the City of High Point, NC.

<u>Estimated Square Yards</u>	<u>Amount</u>
249,155	\$294,002.90

Our unit price of \$1.18 per square yard is inclusive of traffic control, notification of residents and all labor and material necessary to complete the work.

Actual field measurements will determine final quantities.

Thank you for your interest in pavement preservation with Reclamite®.

Sincerely,



Ken Holton
kholtan@pavetechinc.com

RECLAMITE®

Asphalt Pavement Rejuvenator

Reclamite® Benefits:

- Delays the aging process
- Reverses aging
- Stops premature aging - reverses oxidation
- Waterproofs and seals
- Restores the components of asphalt
- Less than 1/3 to 1/2 the cost of other wear course seals.

Reclamite® is a maltene-based cationic petroleum emulsion formulated to maximize and maintain high road ratings and extend the service life of your asphalt pavement, while conserving your maintenance budget.

Reclamite® restores maltenes, the components of asphalt lost in the aging process, and improves the durability of the pavement near the surface where deterioration begins. Pavements in good profile, but exhibiting signs of aging—hairline cracking, raveling and pitting—will benefit from a Reclamite® application, as will pavements with segregation issues.

Reclamite® assists in adjusting the rheology of asphalt binder by increasing penetration values and decreasing viscosity and corresponding DSR (Dynamic Shear Rheometer) values.

Formulated from a single sourced naphthenic crude base, Reclamite® has a high natural solvency ability, co-mingling and fluxing with the asphalt binder to restore the asphalt/aggregate bond. It is a 100% petroleum rejuvenator base containing 0% asphalt.

Reclamite® has a proven 50-year history of use with national and international distribution. When used in pavement maintenance programs, application is usually on a 4 to 6 year basis. Product cost is generally 1/3 to 1/2 of conventional wear course treatments.

Reclamite® is used to extend pavement life at the top of the maintenance curve, pushing that curve as long as possible before more expensive wear course seals such as scrub seal, chip seal, slurry and cape seals are required.

Please contact your Tricor distributor for more information or visit tricorrefining.com to learn more about our products.



Reclamite® Petroleum Maltene-Based Rejuvenating Agent

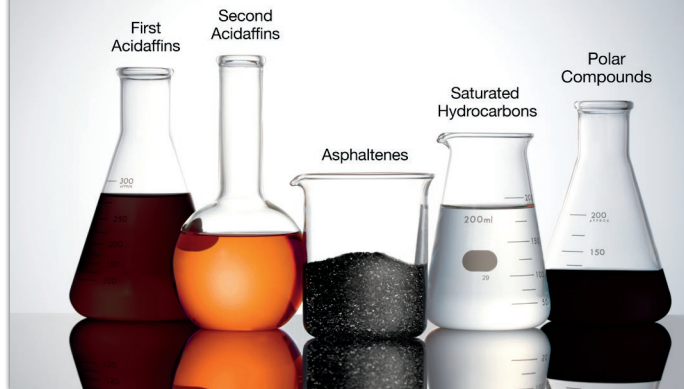
► What is Reclamite?

According to the National Center for Pavement Preservation “a true asphalt rejuvenator is a maltene-based petroleum product which has the ability to absorb or penetrate into an asphaltic concrete pavement and restore those reactive components (maltenes) that have been lost from the asphalt cement binder due to the natural process of oxidation.”

Reclamite comprises the same maltene fractions as the asphalt binder. Reclamite is refined from a naphthenic (wax free) base that seals and preserves the surface “in-depth”.



Components of Asphalt.



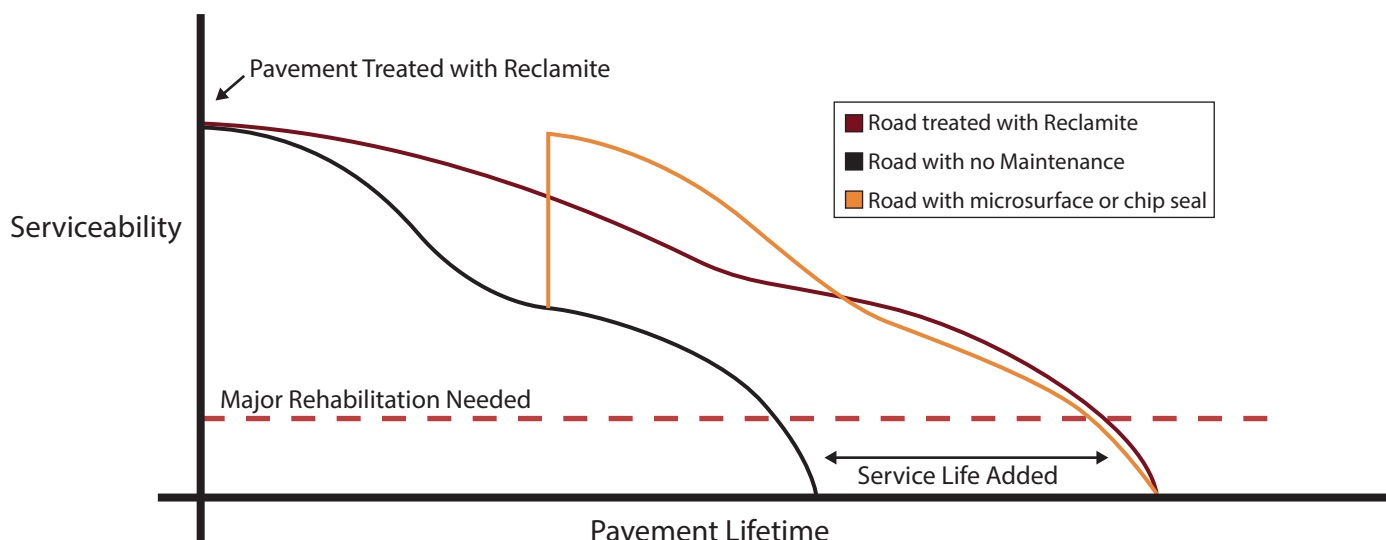
► When should Reclamite be used?

Reclamite is a “top-of-the-curve” application. Apply to newer pavement (less than six years old in northern climates, less than ten years old in southern climates) that shows minimal signs of surface deterioration.

► How does it work?

Reclamite has been used for more than 50 years and is proven to add 5-7 years service life to pavements. It penetrates, rejuvenates and seals the surface by replenishing the lost maltene fraction in the asphalt binder. Maltene is necessary to make the surface durable and flexible. Reclamite fluxes with the asphalt binder, restoring the aggregate/asphalt bond.

Reclamite prevents raveling and stripping and, by densifying the pavement’s surface, it helps address compaction issues, reduces surface permeability, and prevents air and moisture intrusion. It adjusts viscosity and penetration values. It does not contain degreasers, solvents or creosotes.



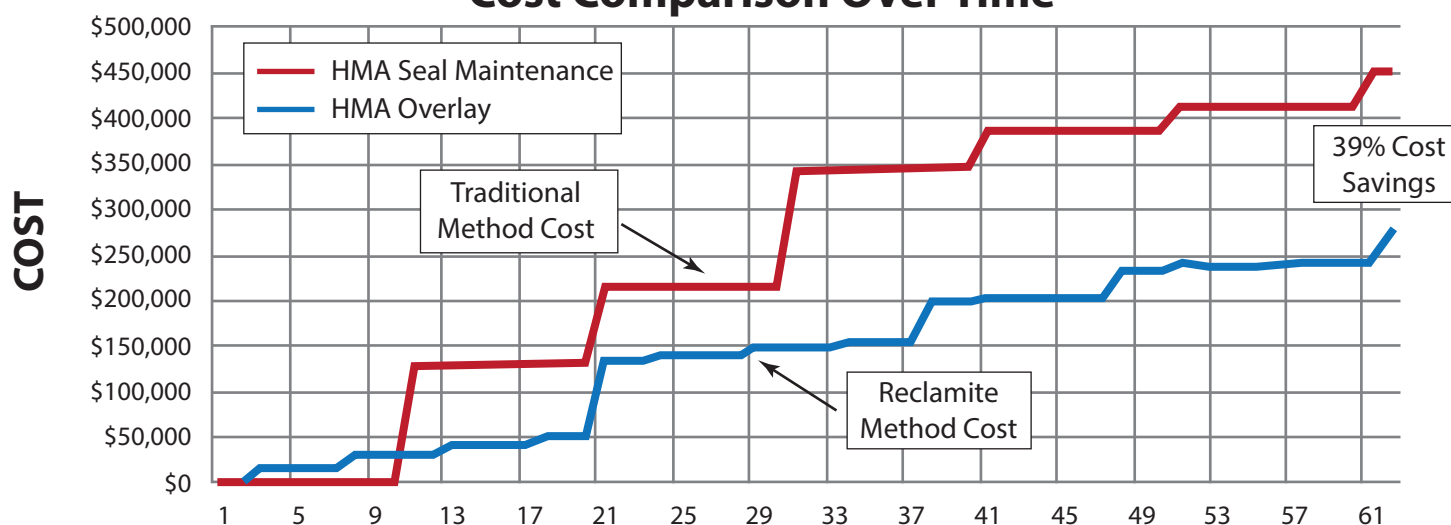
► How is Reclamite applied?

Reclamite is sprayed like a fog seal. The emulsion is diluted with water to 60 percent Reclamite. Application rates average between .05-.08 gallons per square yard. It is applied in one pass, has a 20-45 minute cure time and leaves no surface coating. Then a light coating of sand or limestone screenings is applied (1-2 pounds per square yard). The screenings are swept between 1-2 days after application. Striping is not compromised and remains visible throughout the application process.



Application of Reclamite

Cost Comparison Over Time



Source: Town of Avon, Indiana Preservation Study. Schneider Engineering Case Study Presented at Purdue University www.youtube.com/watch?v=dYIDAA2Ey4k

AVON PASER AVG. 1999-2013

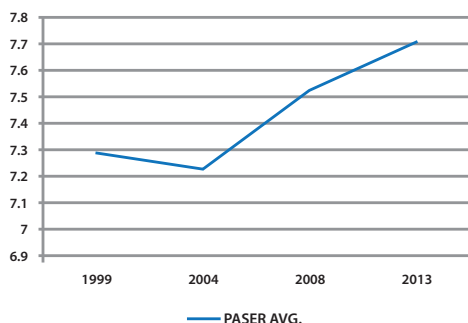
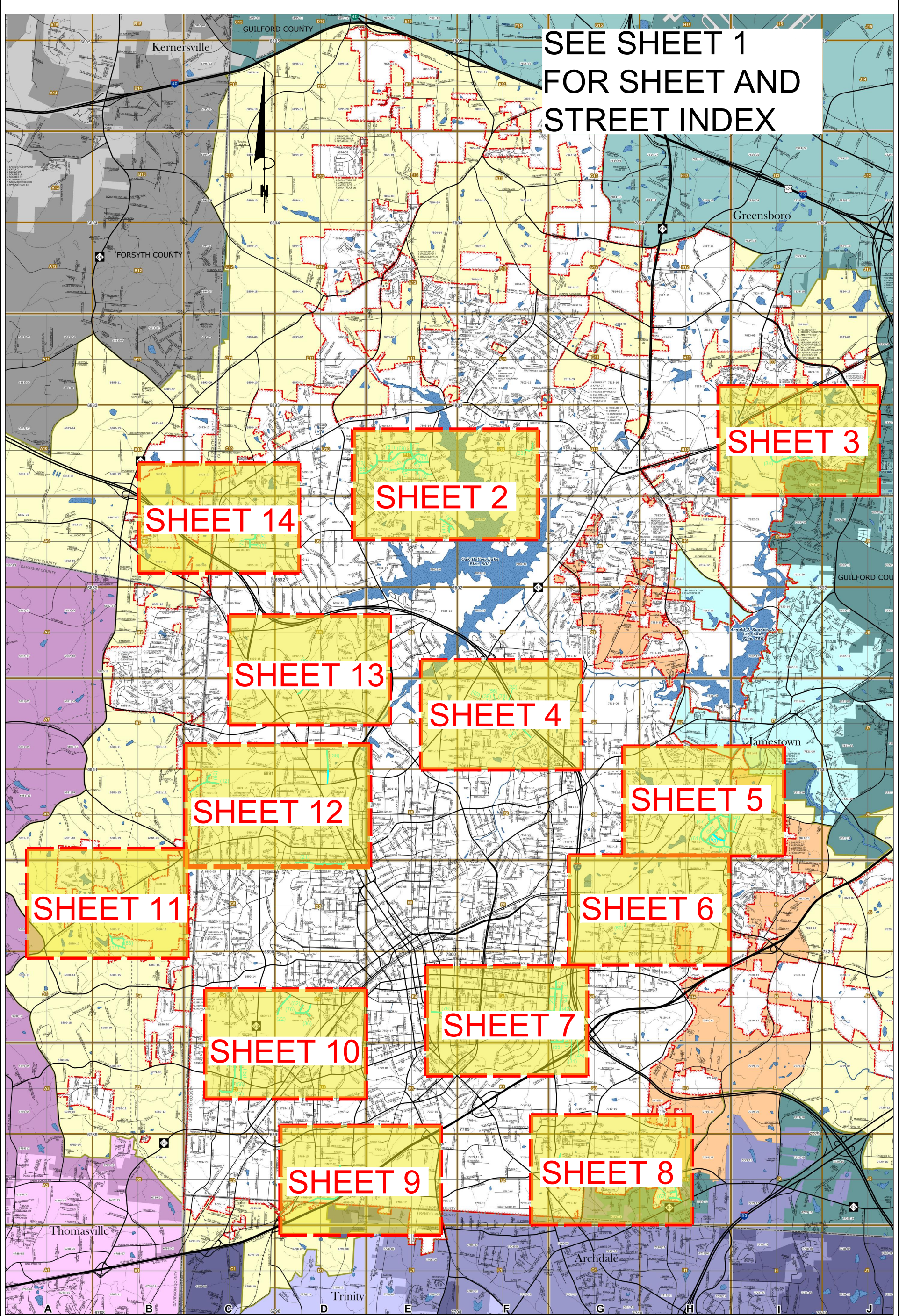


Chart shows average Paser ratings increasing after Reclamite program was initiated



Photo taken in November 2015



SEE SHEET 1
FOR SHEET AND
STREET INDEX

SHEET 3

SHEET 2

SHEET 14

SHEET 13

SHEET 4

SHEET 12

SHEET 5

SHEET 11

SHEET 6

SHEET 10

SHEET 7

SHEET 9

SHEET 8



CITY OF HIGH POINT
PUBLIC SERVICES
DEPARTMENT
211 S. HAMILTON STREET
P.O. BOX 230
HIGH POINT, N.C. 27261
TELEPHONE (336) 883-3194
FAX (336) 883-4118

PLAN DRAWINGS FOR
RECLAMITE® PROJECTS - 2023-2024
CITY OF HIGH POINT
ROADWAY IMPROVEMENTS
HIGH POINT - GUILFORD COUNTY - N.C.

rev. 7/7/2023								
PLAN SHEET	MAP #	STREET	FROM	TO	CAD AREA SY	SPEED LIMIT	COMMENTS	GARBAGE COLLECTION DAY
2	3	Blythe Ct.	Cedar Crest Ln.	Cul De Sac	933	25	2020 Contract Resurfacing	Wednesday
2	4	Brentonshire Ln.	Glen Cove Wy.	Cul De Sac	5,346	25	2020 Contract Resurfacing	Wednesday
2	5	Brentonshire Ln.	Dead End	Glen Cove Wy.	572	25	2020 Contract Resurfacing	Wednesday
2	9	Burch Pt.	Waterview Rd.	Cul De Sac	2,687	25	2020 Contract Resurfacing	Wednesday
2	13	Cedar Crest Ln.	Waterview Rd.	Blythe Ct.	2,207	25	2020 Contract Resurfacing	Wednesday
2	14	Cedar Crest Ln.	Blythe Ct.	Hunterwoods Dr.	3,140	25	2020 Contract Resurfacing	Wednesday
2	19	Cove Ct.	Glen Cove Wy.	Cul De Sac	922	25	2020 Contract Resurfacing	Wednesday
2	27	Glen Cove Wy.	Waterview Rd.	Cul De Sac	7,313	25	2020 Contract Resurfacing	Wednesday
2	41	Lillie St.	Burch Pt.	Cul De Sac	967	25	2020 Contract Resurfacing	Wednesday
2	51	Preswick Ct.	Treyburn Ln.	Cul De Sac	2,281	25	2020 Contract Resurfacing	Wednesday
2	66	Suncrest Dr.	Blairwood St.	Cul De Sac	5,920	25	2020 Contract Resurfacing	Wednesday
2	69	Treyburn Ln.	Cedar Crest Ln.	Suncrest Dr.	6,056	25	2020 Contract Resurfacing	Wednesday
2	73	Waldorf Ct.	Suncrest Dr.	Cul De Sac	794	25	2020 Contract Resurfacing	Wednesday
2	83	Wynne Brook Ct.	Braddock Rd.	Cul De Sac	2,320	25	2020 Engineering Accepted Streets	Thursday
3	29	Hackney Wy.	Cul De Sac	Cul De Sac	4,588	25	2020 Contract Resurfacing	Thursday
3	34	Jamesford Dr.	Morris Farm Dr.	Akela Tr.	10,302	35	2020 Contract Resurfacing	Thursday
3	57	Setter Ct.	Worcester Pl.	Cul De Sac	1,800	25	2020 Contract Resurfacing	Thursday
3	79	Woodley Ct.	Worcester Pl.	Cul De Sac	813	25	2020 Contract Resurfacing	Thursday
3	81	Worcester Pl.	Cul De Sac	Jamesford Dr.	5,581	25	2020 Contract Resurfacing	Thursday
4	10	Candlewood Ct.	Stoneybrook Dr.	Cul De Sac	1,182	25	2019 Contract Resurfacing	Thursday
4	28	Guilmont Ct.	Stoneybrook Dr.	Cul De Sac	1,548	25	2019 Contract Resurfacing	Thursday
4	30	Hanover Ct.	Waynick St.	Cul De Sac	1,648	25	2019 Contract Resurfacing	Thursday
4	37	Kingwood Ct.	Stoneybrook Dr.	Cul De Sac	1,961	25	2019 Contract Resurfacing	Thursday
4	39	Knoll Ct.	Lassiter Dr.	Cul De Sac	856	25	2019 Contract Resurfacing	Thursday
4	40	Lassiter Dr.	Waynick St.	Guyer St.	4,593	25	2019 Contract Resurfacing	Thursday
4	56	Sandhurst Ct.	Waynick St.	Cul De Sac	1,325	25	2019 Contract Resurfacing	Thursday
4	64	Stoneybrook Ct.	Stoneybrook Dr.	Cul De Sac	1,016	25	2019 Contract Resurfacing	Thursday
4	65	Stoneybrook Dr.	Guyer St.	Cul De Sac	12,230	25	2019 Contract Resurfacing	Thursday
4	71	Valleywood Pl.	Lassiter Dr.	Guyer St.	2,296	25	2019 Contract Resurfacing	Thursday
4	74	Waynick St.	Bolingbroke Rd.	Cul De Sac	6,017	25	2019 Contract Resurfacing	Thursday
5	7	Brookview Ci.	Northridge Rd.	Edwards Pl.	4,552	25	2019 In House Resurfacing	Monday
5	23	Edwards Pl.	Pineburr Rd.	Dead End	2,780	25	2019 In House Resurfacing	Monday
5	47	Northridge Rd.	Brookview Ci.	Pruette Pl.	3,327	25	2019 In House Resurfacing	Monday
5	49	Pineburr Rd.	Valleybrook Dr.	Dillon Rd.	1,848	25	2019 In House Resurfacing	Monday
5	54	Rollingwood Rd.	Southridge Rd.	Valleybrook Dr.	2,927	25	2019 In House Resurfacing	Monday
5	61	Southridge Rd.	Pruette Pl.	Dillon Rd.	5,388	25	2019 In House Resurfacing	Monday
5	63	Spring Rd.	Rollingwood Rd.	Valleybrook Dr.	1,859	25	2019 In House Resurfacing	Monday
5	70	Valleybrook Dr.	Northridge Rd.	Southridge Rd.	5,632	25	2019 In House Resurfacing	Monday
6	20	Delaware Pl.	Kivlow Pl.	Avondale St.	1,489	25	2019 In House Resurfacing	Monday
6	50	Pomeroy Pl.	Delaware Pl.	Dead End	1,114	25	2019 In House Resurfacing	Monday
7	16	Clish Pl.	Brentwood St.	Manley St.	1,449	25	2019 In House Resurfacing	Monday
7	25	Garrison St.	Royal Pl.	Nathan Hunt Dr.	1,675	25	2019 In House Resurfacing	Monday
7	26	Garrison St.	Friends Av.	E Green Dr.	4,175	25	2019 In House Resurfacing	Monday
7	31	Hidden Creek Te.	Nathan Hunt Dr.	Dead End	811	25	2019 In House Resurfacing	Monday
7	42	Lowe Ave.	Brentwood St.	Dead End	2,231	25	2019 In House Resurfacing	Monday
7	43	Manley St.	Royal Pl.	Nathan Hunt Dr.	2,161	25	2019 In House Resurfacing	Monday
7	44	Manley St.	Lowe Ave	Dead End	4,328	25	2019 In House Resurfacing	Monday
7	45	Mossbrook Ci.	Dead End	Hidden Creek Te.	787	25	2019 In House Resurfacing	Monday
7	46	Nathan Hunt Dr.	Garrison	Dead End	2,569	25	2019 In House Resurfacing	Monday
7	55	Royal Pl.	Brentwood St.	Manley St.	1,242	25	2019 In House Resurfacing	Monday
7	78	Wise Ave.	Manning St.	S. University PW.	6,425	25	2019 Contract Resurfacing	Monday
8	15	Chambers St.	E. Fairfield Rd.	Wadsworth Ct.	1,863	25	2019 In House Resurfacing	Monday
8	32	Hughes Ct.	Dead End	Southpark Dr.	1,260	25	2019 In House Resurfacing	Monday
8	35	Joiner St.	E. Fairfield Rd.	Arthur Ave.	883	25	2019 In House Resurfacing	Monday
8	60	Southpark Dr.	E. Fairfield Rd.	Southtree Ln.	3,353	25	2019 In House Resurfacing	Monday
8	62	Southtree Ln.	Liberty Rd.	Dead End	2,206	25	2019 In House Resurfacing	Monday
8	67	Sunwood Ct.	Dead End	Southpark Dr.	1,045	25	2019 In House Resurfacing	Monday
8	68	Thomas St.	E. Fairfield Rd.	Bacon Ct.	1,146	25	2019 In House Resurfacing	Monday
9	2	Bethel Dr.	State Main. Line	Trinity Ave.	8,221	25	2019 Contract Resurfacing	Tuesday
10	22	Edgewood Dr.	Phillips Ave.	Dead End	4,110	25	2020 Contract Resurfacing	Tuesday
10	33	Irwin Ave.	Wright St.	Shady Ln.	601	25	2020 In House Resurfacing	Tuesday
10	36	Kings Arm Ct.	Williamsburg Te	Cul De Sac	1,124	25	2020 Contract Resurfacing	Tuesday
10	52	Raleigh Ct.	Williamsburg Te	Cul De Sac	1,602	25	2020 Contract Resurfacing	Tuesday
10	58	Shady Ln.	Vickers Ave.	Burton Ave.	1,448	25	2020 In House Resurfacing	Tuesday
10	59	Shady Ln.	Burton Ave.	Irwin Ave.	2,126	25	2020 In House Resurfacing	Tuesday
10	72	Vickers Ave.	South Rd.	Shady Ln.	1,528	25	2020 In House Resurfacing	Tuesday
10	76	Williamsburg Te	Phillips Ave.	Cul De Sac	3,227	25	2020 Contract Resurfacing	Tuesday
10	82	Wright St.	Irwin Av.	Burton Ave.	2,282	25	2020 In House Resurfacing	Tuesday
11	11	Canterbury Rd.	Windsor Dr.	Dead End	3,920	25	2020 Contract Resurfacing	Tuesday
11	53	Ridgeland Dr.	Canterbury Rd.	Cantebury Rd.	3,843	25	2020 Contract Resurfacing	Tuesday
12	12	Carolynndon Dr.	Shadow Valley Rd.	Dead End	4,130	25	2019 In House Resurfacing	Wednesday
12	21	Edgedale Dr.	Woodbrook Dr.	Hillcrest Dr.	9,021	25	2019 Contract Resurfacing	Tuesday & Wednesday
12	38	Kirkwood St.	Northpoint Ave.	Eastchester Dr.	5,791	25	2019 Contract Resurfacing	Wednesday
12	80	Woodymede Dr.	Carloynndon Dr.	Dead End	1,589	25	2019 In House Resurfacing	Wednesday
13	1	Avery Ave.	Old Winston Rd.	Dead End	4,878	25	2019 In House Resurfacing	Wednesday
13	24	First St.	Oakview Rd.	Avery Ave.	708	25	2019 In House Resurfacing	Wednesday
13	48	Pine Circle Dr.	Avery Ave.	285' South @ Church D/W	673	25	2019 In House Resurfacing	Wednesday
14	6	Bridlewood Ave.	Skeet Club Rd.	Cory Rd.	3,831	25	2019 In House Resurfacing	Wednesday
14	8	Buena Vista Ave.	Cory Rd.	Skeet Club Rd.	4,100	25	2019 In House Resurfacing	Wednesday
14	17	Cornmeal Co.	Wheat St.	Cul De Sac	1,385	25	2020 Engineering Accepted Streets	Wednesday
14	18	Cory Rd.	Bridlewood Ave.	Buena Vista Ave.	1,456	25	2019 In House Resurfacing	Wednesday
14	75	Wheat St.	Windmill Tr.	Old Mill Rd.	1,265	25	2020 Engineering Accepted Streets	Wednesday
14	77	Windmill Tr.	Cul-de-sac	Cul-de-sac	2,875	25	2020 Engineering Accepted Streets	Wednesday
				1.5% Contingency	3,682			
				TOTAL SY	249,155			

SHEET NO.

1

OF 14



CITY OF HIGH POINT
PUBLIC SERVICES
DEPARTMENT
211 S. HAMILTON STREET
P.O. BOX 230
HIGH POINT, N.C. 27261
TELEPHONE (336) 883-3194
FAX (336) 883-4118

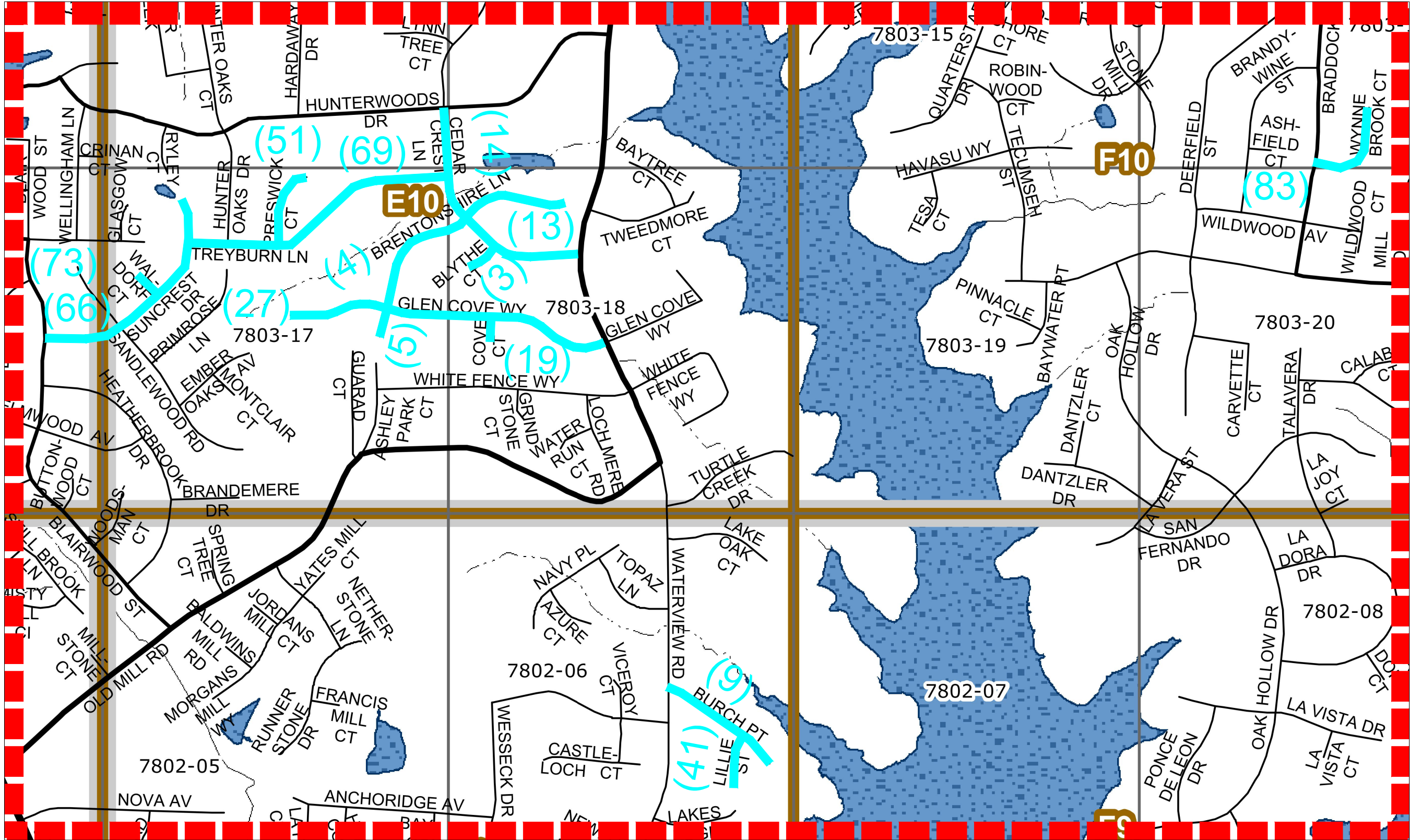
PLAN DRAWINGS FOR

RECLAMITE® PROJECTS - 2023-2024

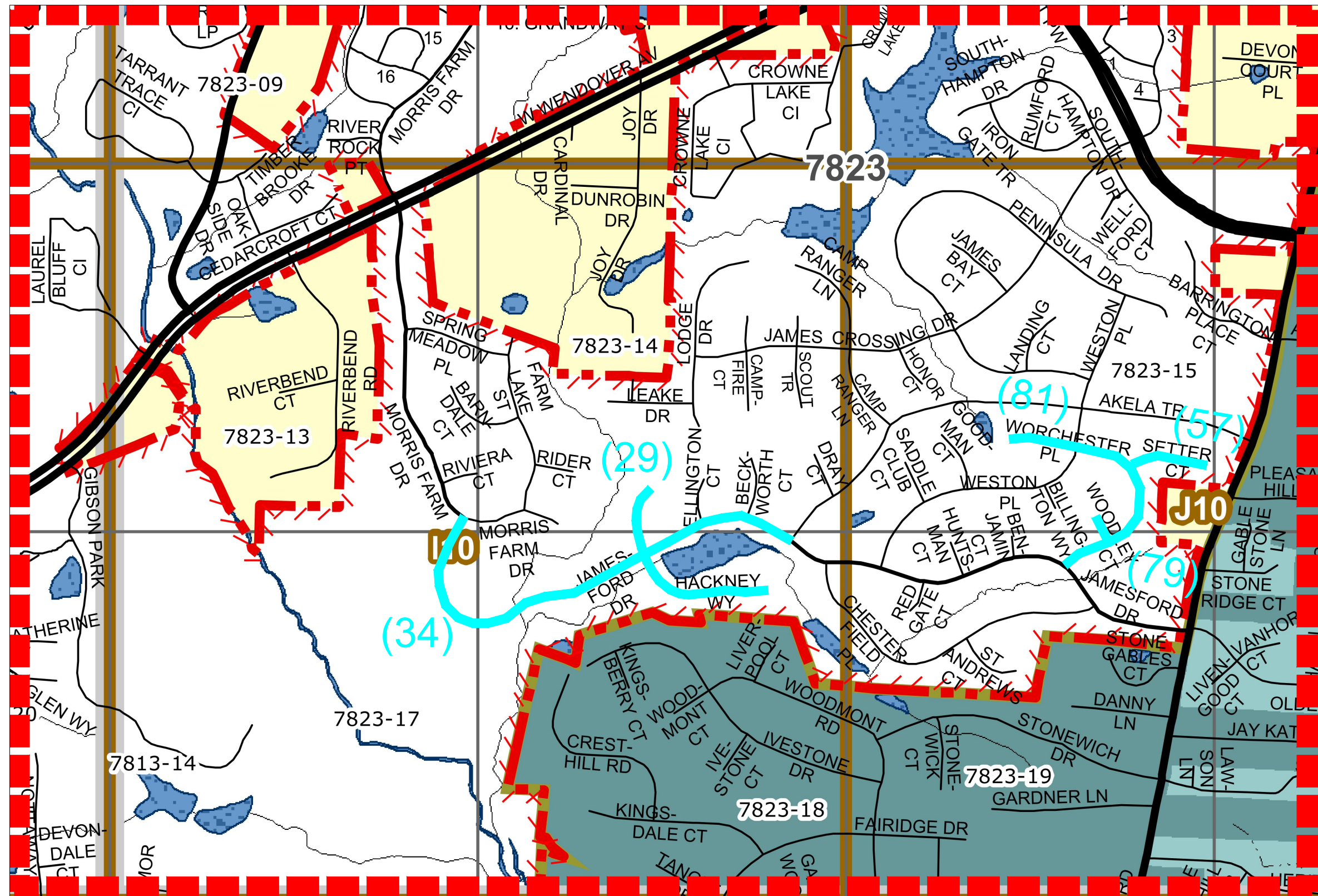
CITY OF HIGH POINT

ROADWAY IMPROVEMENTS

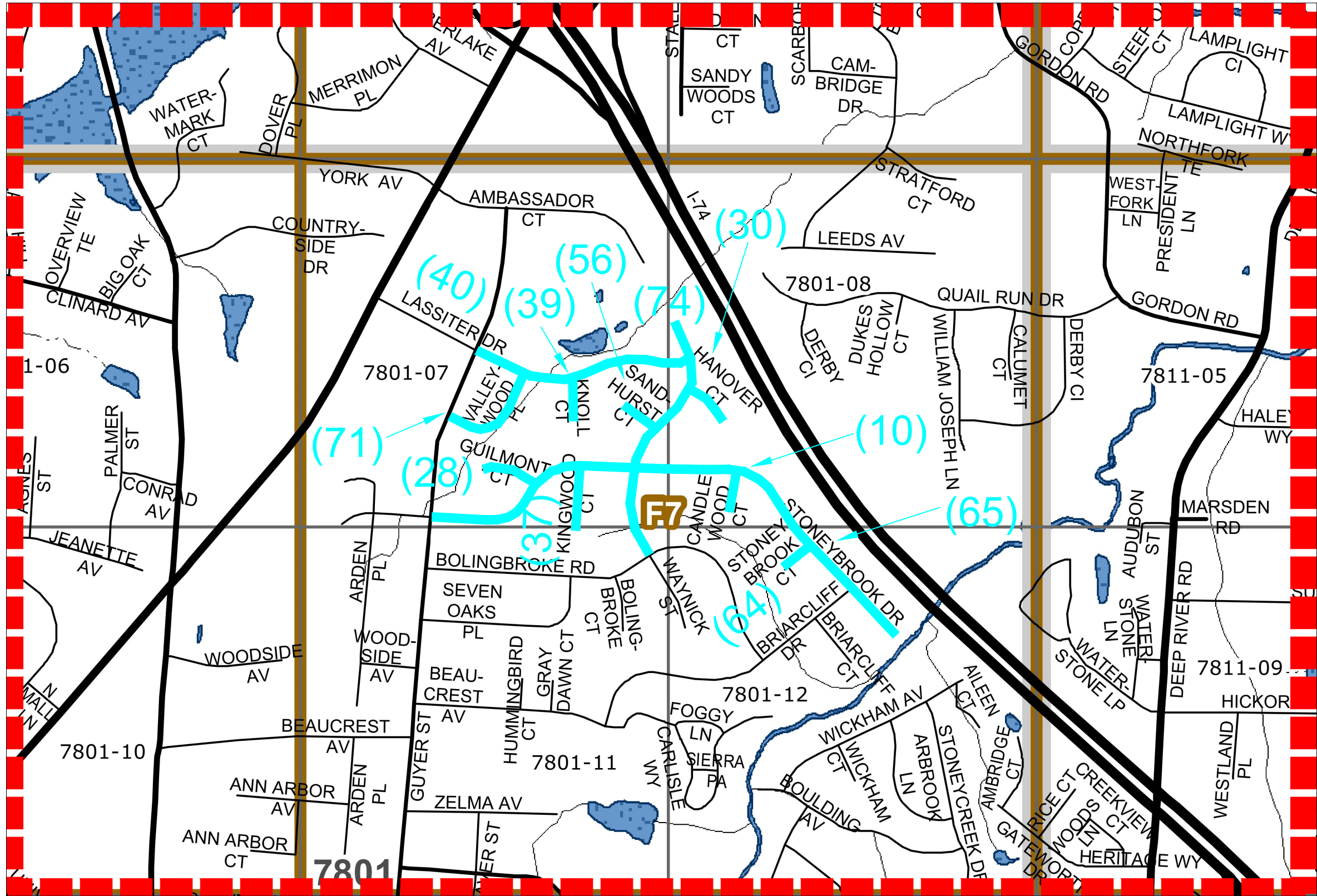
HIGH POINT – GUILFORD COUNTY – N.C.



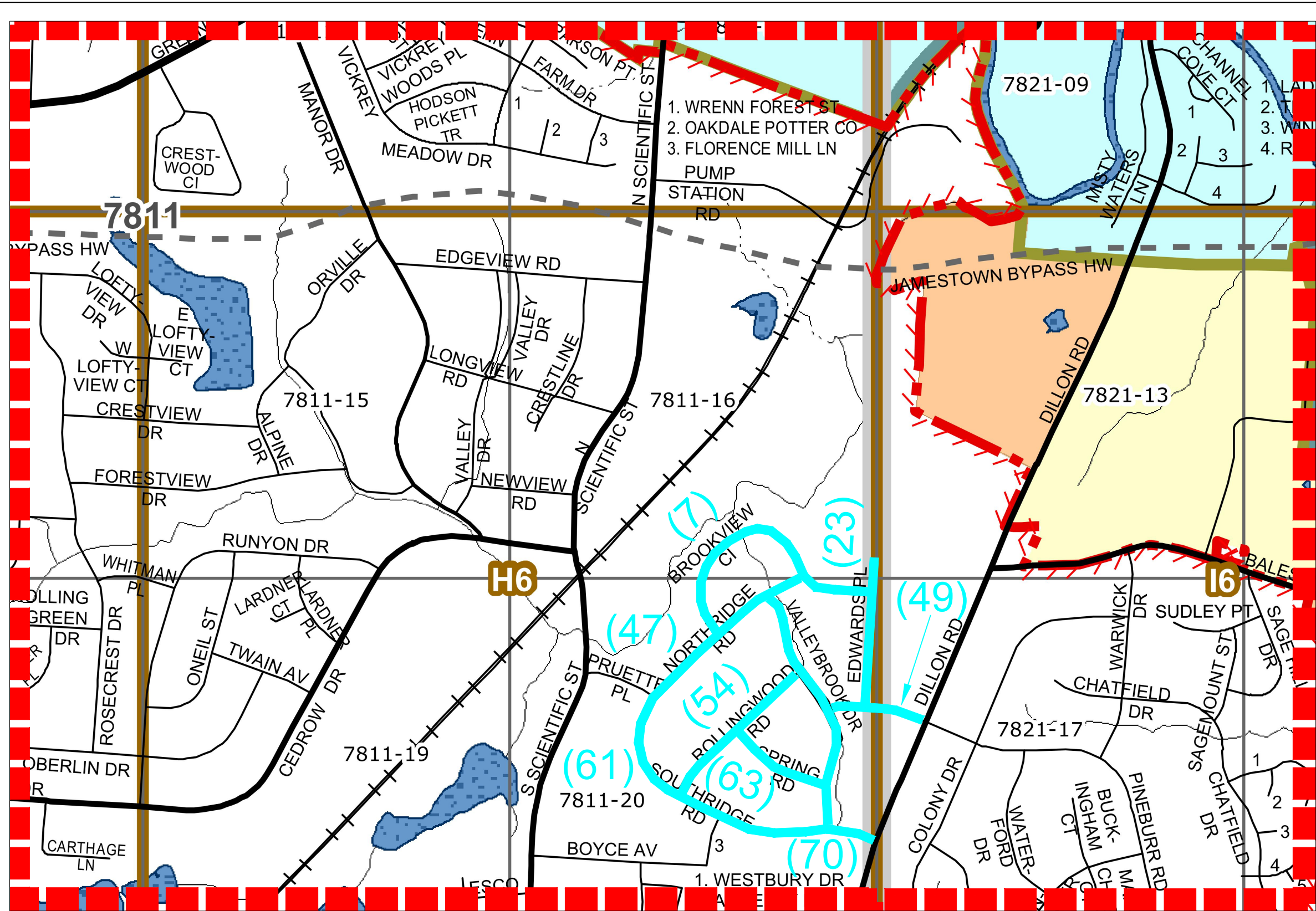
 CITY OF HIGH POINT PUBLIC SERVICES DEPARTMENT 211 S. HAMILTON STREET P.O. BOX 230 HIGH POINT, N.C. 27261 TELEPHONE (336) 883-3194 FAX (336) 883-4118	JOB NO: N/A						
	DATE: JULY 2023						
	DESIGNED: CAH						
	DRAWN: CAH						
	CHECKED: .						
	SCALE: NOT TO SCALE		BY:	DESCRIPTION:	DATE:	REV.:	
PLAN DRAWINGS FOR RECLAMITE® PROJECTS - 2023-2024 CITY OF HIGH POINT ROADWAY IMPROVEMENTS HIGH POINT - GUILFORD COUNTY - N.C.						SHEET NO. 2 OF 14	



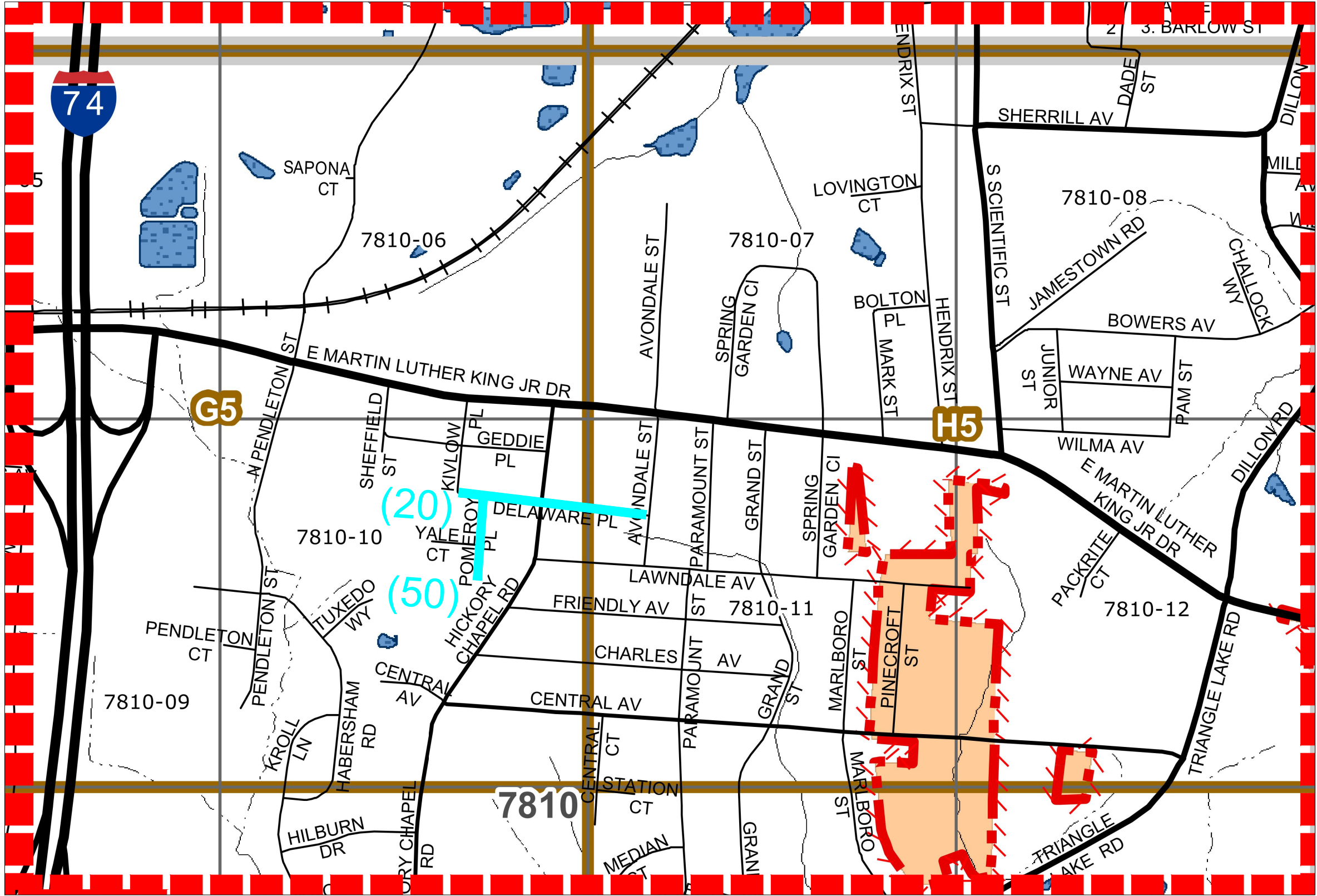
 CITY OF HIGH POINT PUBLIC SERVICES DEPARTMENT 211 S. HAMILTON STREET P.O. BOX 230 HIGH POINT, N.C. 27261 TELEPHONE (336) 883-3194 FAX (336) 883-4118	JOB NO:	N/A					PLAN DRAWINGS FOR RECLAMITE® PROJECTS - 2023-2024 CITY OF HIGH POINT ROADWAY IMPROVEMENTS HIGH POINT - GUILFORD COUNTY - N.C.	SHEET NO. 3 OF 14
	DATE	JULY 2023						
	DESIGNED	CAH						
	DRAWN	CAH						
	CHECKED	.						
	SCALE	NOT TO SCALE	BY	DESCRIPTION	DATE	REV.		



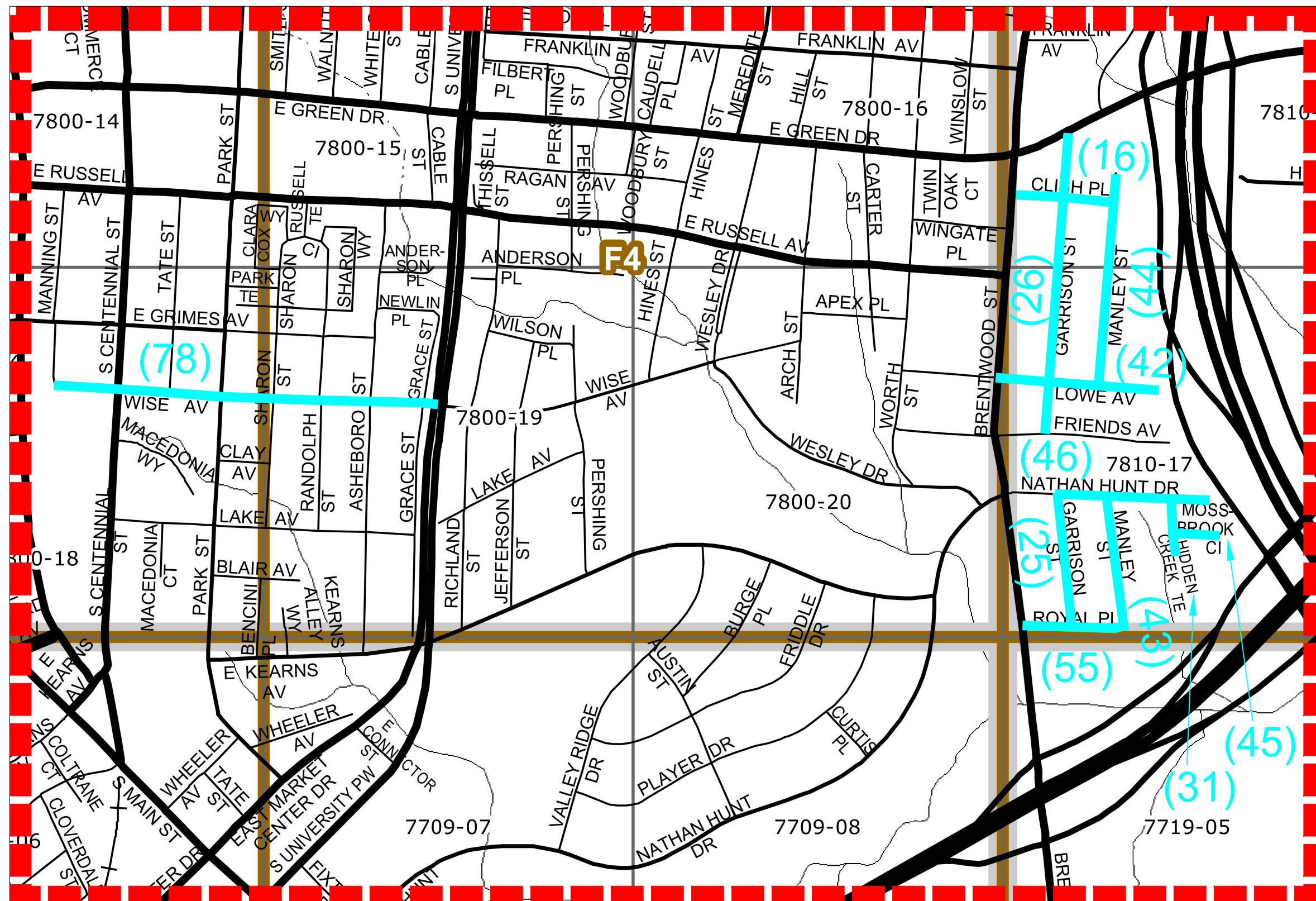
 NORTH CAROLINA'S INTERNATIONAL CITY™	CITY OF HIGH POINT PUBLIC SERVICES DEPARTMENT 211 S. HAMILTON STREET P.O. BOX 230 HIGH POINT, N.C. 27261 TELEPHONE (336) 883-3194 FAX (336) 883-4118	JOB NO:	N/A					PLAN DRAWINGS FOR RECLAMITE® PROJECTS - 2023-2024 CITY OF HIGH POINT ROADWAY IMPROVEMENTS HIGH POINT - GUILFORD COUNTY - N.C.	SHEET NO. 4 OF 14	
		DATE	JULY 2023							
		DESIGNED	CAH							
		DRAWN	CAH							
		CHECKED	.							
		SCALE	NOT TO SCALE	BY		DESCRIPTION	DATE			REV.



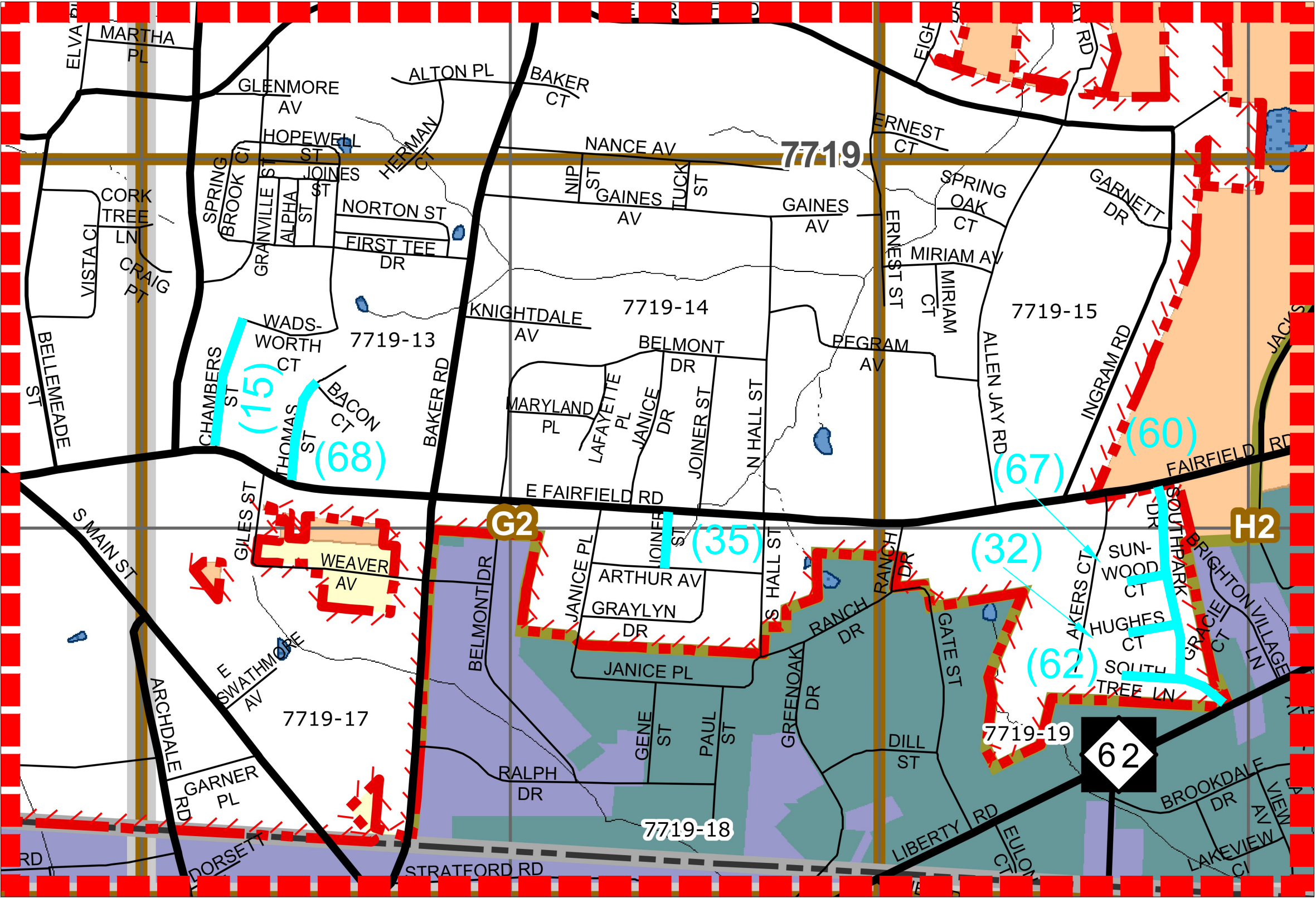
 CITY OF HIGH POINT PUBLIC SERVICES DEPARTMENT 211 S. HAMILTON STREET P.O. BOX 230 HIGH POINT, N.C. 27261 TELEPHONE (336) 883-3194 FAX (336) 883-4118	JOB NO: N/A						PLAN DRAWINGS FOR RECLAMITE® PROJECTS - 2023-2024 CITY OF HIGH POINT ROADWAY IMPROVEMENTS HIGH POINT - GUILFORD COUNTY - N.C.	SHEET NO. 5	
	DATE JULY 2023							OF 14	
	DESIGNED CAH								
	DRAWN CAH								
	CHECKED .								
	SCALE NOT TO SCALE		BY		DESCRIPTION	DATE			



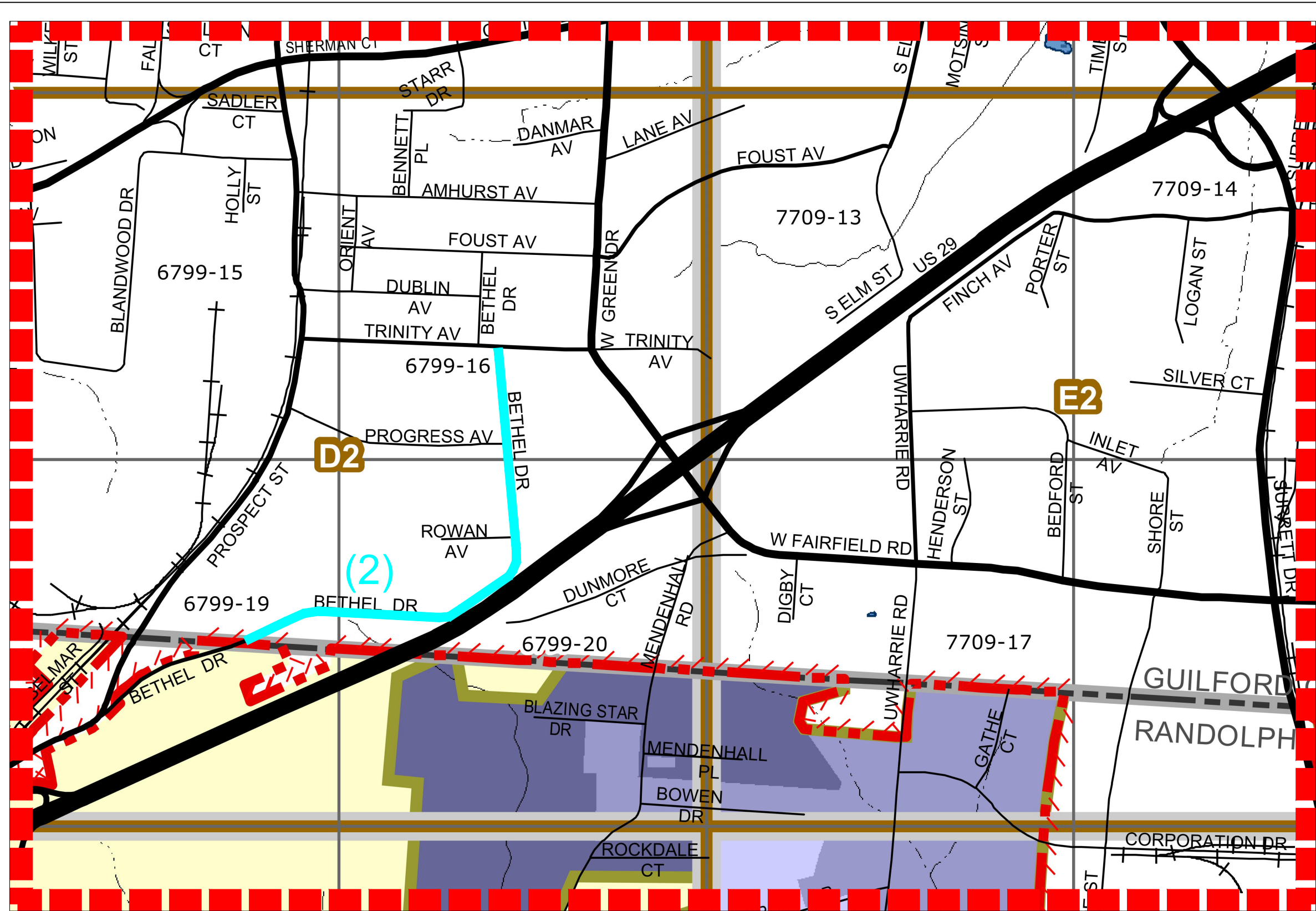
 CITY OF HIGH POINT PUBLIC SERVICES DEPARTMENT 211 S. HAMILTON STREET P.O. BOX 230 HIGH POINT, N.C. 27261 TELEPHONE (336) 883-3194 FAX (336) 883-4118	JOB NO: N/A					
	DATE: JULY 2023					
	DESIGNED: CAH					
	DRAWN: CAH					
	CHECKED: .					
	SCALE: NOT TO SCALE	BY:	DESCRIPTION:	DATE:	REV:	
PLAN DRAWINGS FOR RECLAMITE® PROJECTS - 2023-2024 CITY OF HIGH POINT ROADWAY IMPROVEMENTS HIGH POINT - GUILFORD COUNTY - N.C.						
SHEET NO. 6 OF 14						



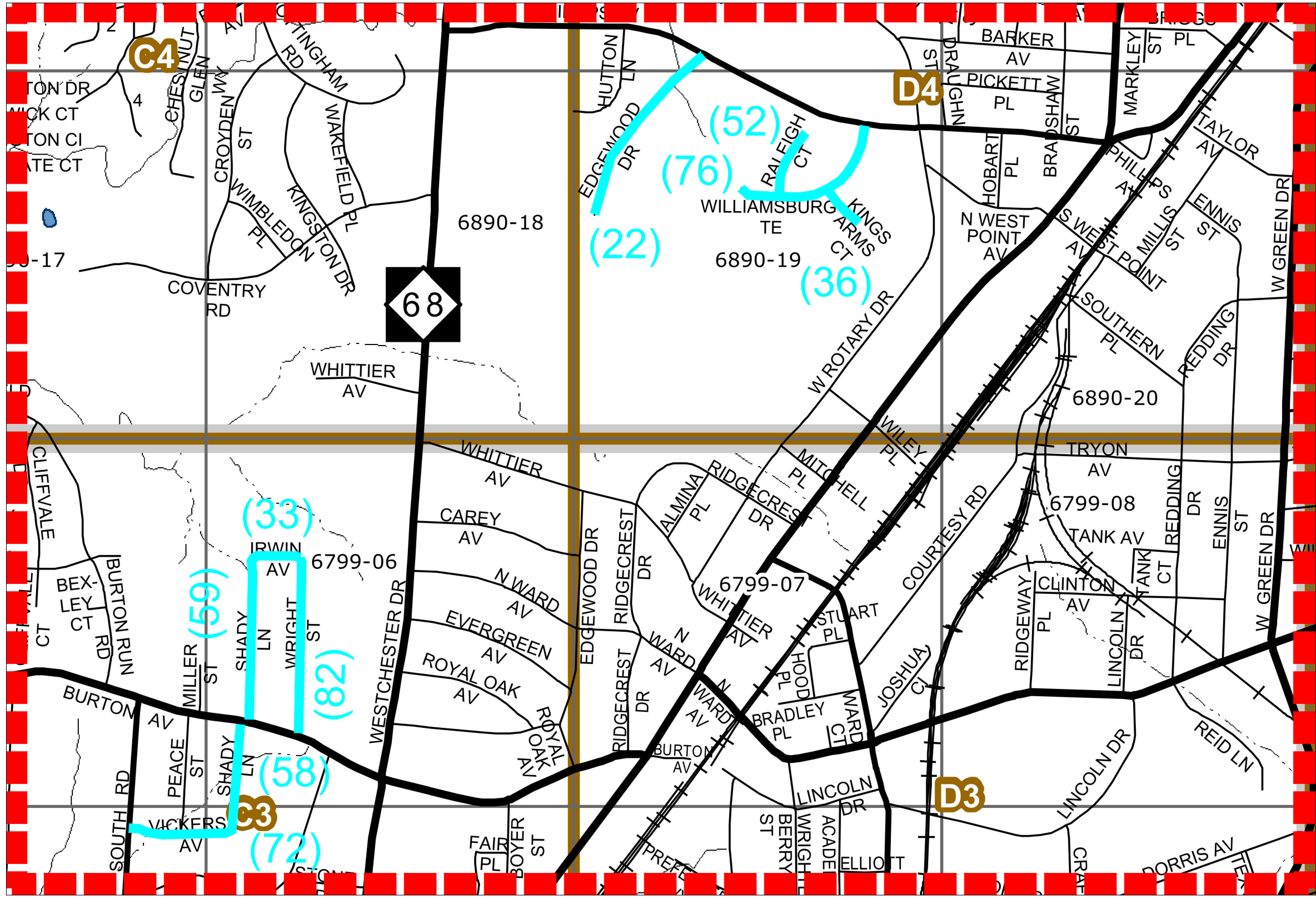
 CITY OF HIGH POINT PUBLIC SERVICES DEPARTMENT 211 S. HAMILTON STREET P.O. BOX 230 HIGH POINT, N.C. 27261 TELEPHONE (336) 883-3194 FAX (336) 883-4118	JOB NO:	N/A					PLAN DRAWINGS FOR RECLAMITE® PROJECTS - 2023-2024 CITY OF HIGH POINT ROADWAY IMPROVEMENTS HIGH POINT - GUILFORD COUNTY - N.C.	SHEET NO. 7 OF 14	
	DATE	JULY 2023							
	DESIGNED	CAH							
	DRAWN	CAH							
	CHECKED	.							
	SCALE	NOT TO SCALE	BY		DESCRIPTION	DATE			REV.



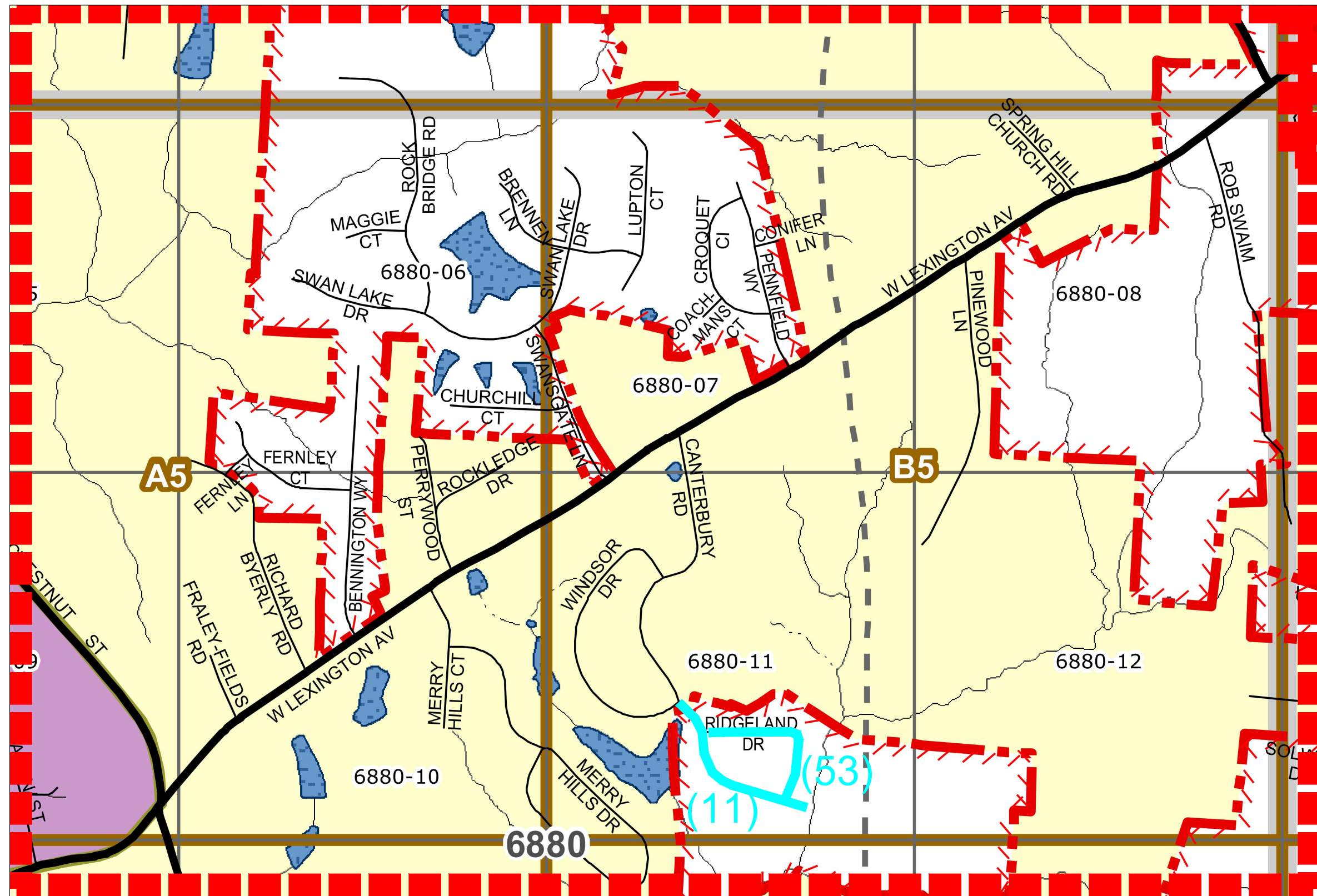
 CITY OF HIGH POINT PUBLIC SERVICES DEPARTMENT 211 S. HAMILTON STREET P.O. BOX 230 HIGH POINT, N.C. 27261 TELEPHONE (336) 883-3194 FAX (336) 883-4118	JOB NO: N/A						PLAN DRAWINGS FOR RECLAMITE® PROJECTS - 2023-2024 CITY OF HIGH POINT ROADWAY IMPROVEMENTS HIGH POINT - GUILFORD COUNTY - N.C.	SHEET NO. 8	
	DATE JULY 2023							OF 14	
	DESIGNED CAH								
	DRAWN CAH								
	CHECKED .								
	SCALE NOT TO SCALE		BY	DESCRIPTION	DATE	REV.			



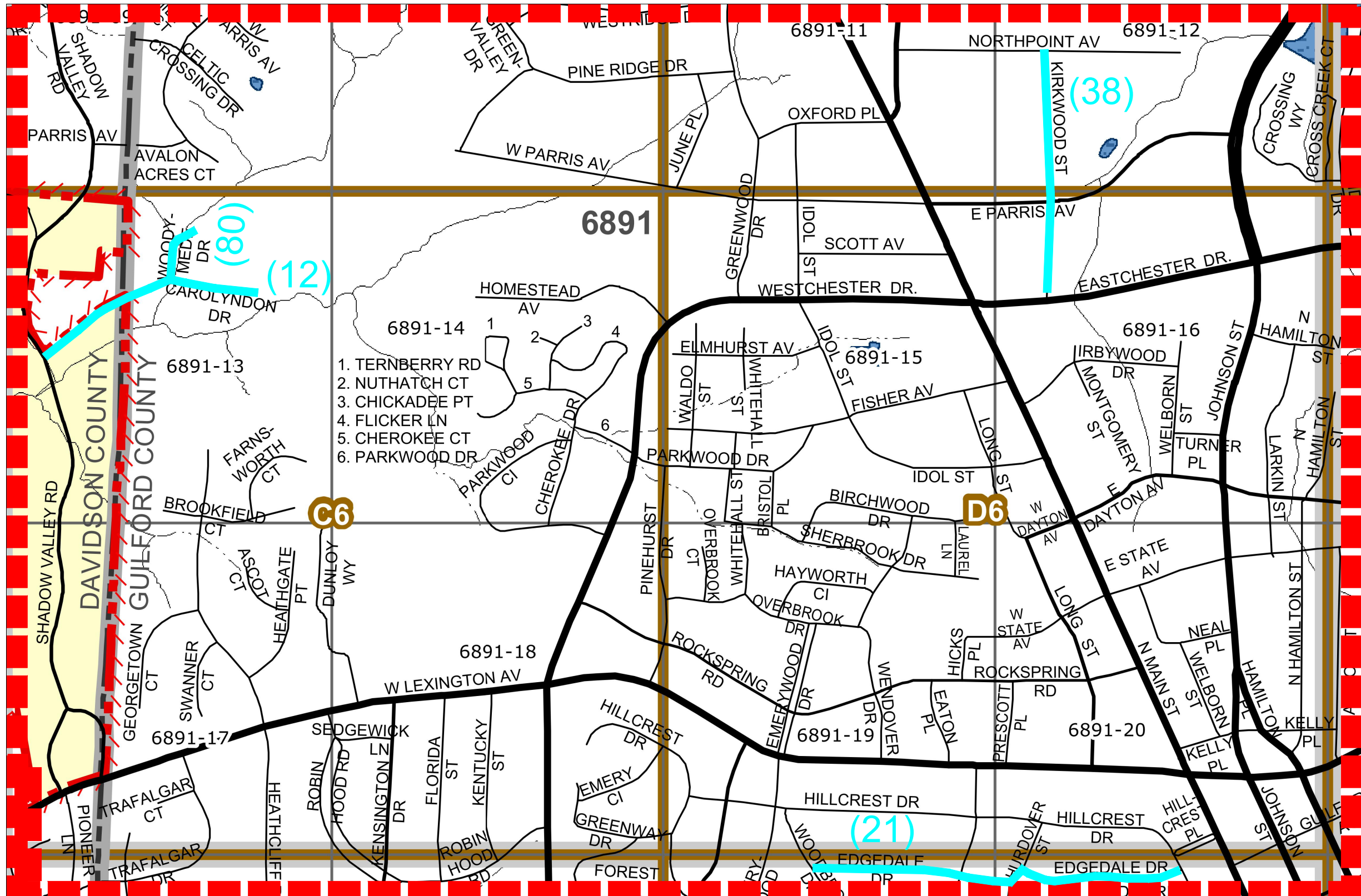
 CITY OF HIGH POINT PUBLIC SERVICES DEPARTMENT 211 S. HAMILTON STREET P.O. BOX 230 HIGH POINT, N.C. 27261 TELEPHONE (336) 883-3194 FAX (336) 883-4118	JOB NO: N/A						PLAN DRAWINGS FOR RECLAMITE® PROJECTS - 2023-2024 CITY OF HIGH POINT ROADWAY IMPROVEMENTS HIGH POINT - GUILFORD COUNTY - N.C.	SHEET NO. 9 OF 14
	DATE JULY 2023							
	DESIGNED CAH							
	DRAWN CAH							
	CHECKED .							
	SCALE NOT TO SCALE		BY	DESCRIPTION	DATE	REV.		



 CITY OF HIGH POINT PUBLIC SERVICES DEPARTMENT 211 S. HAMILTON STREET P.O. BOX 230 HIGH POINT, N.C. 27261 TELEPHONE (336) 883-3194 FAX (336) 883-4118	JOB NO:	N/A						PLAN DRAWINGS FOR RECLAMITE® PROJECTS - 2023-2024 CITY OF HIGH POINT ROADWAY IMPROVEMENTS HIGH POINT - GUILFORD COUNTY - N.C.	SHEET NO. 10 OF 14
	DATE	JULY 2023							
	DESIGNED	CAH							
	DRAWN	CAH							
	CHECKED	.							
SCALE	NOT TO SCALE	BY		DESCRIPTION	DATE	REV.			

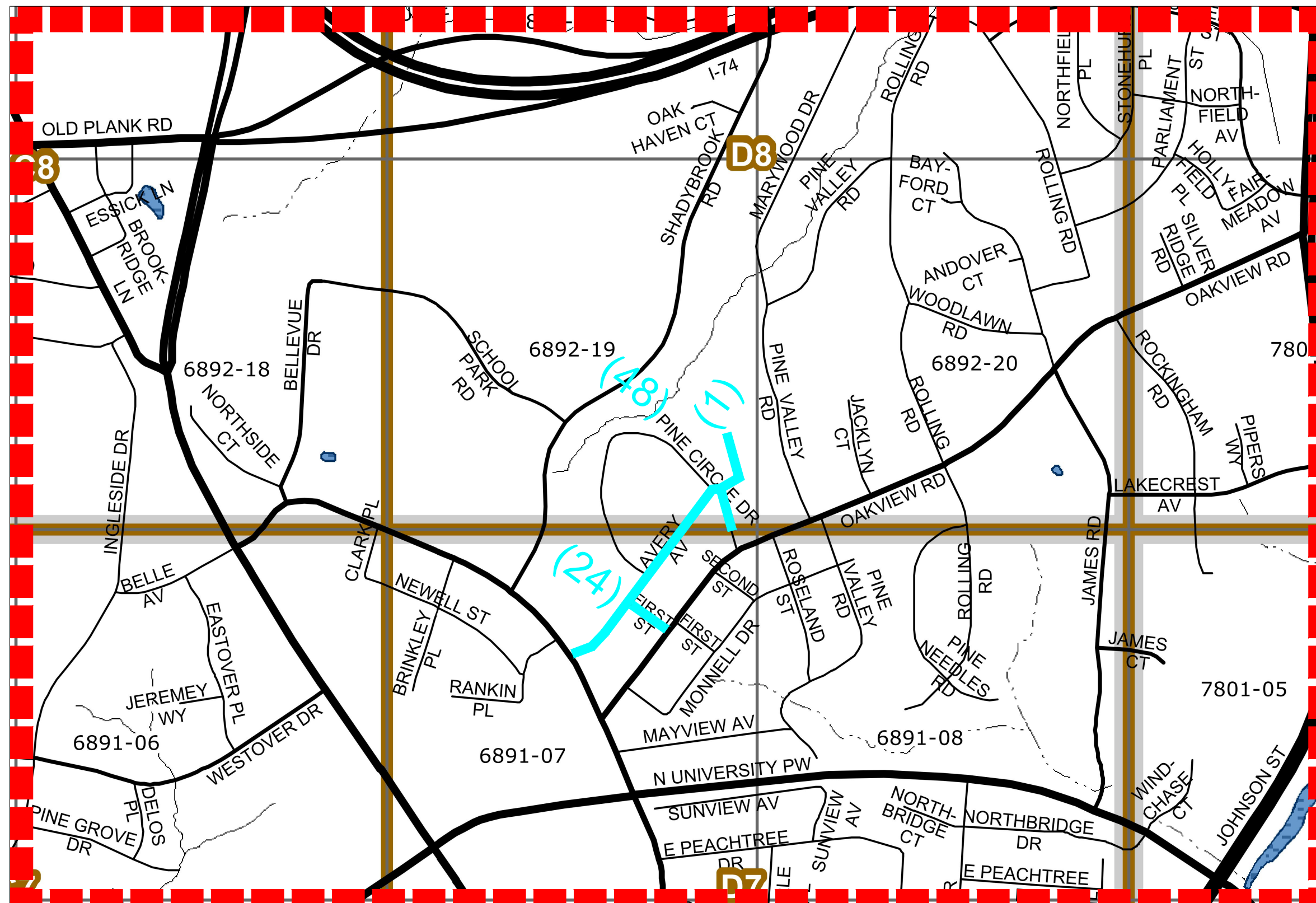


 CITY OF HIGH POINT PUBLIC SERVICES DEPARTMENT 211 S. HAMILTON STREET P.O. BOX 230 HIGH POINT, N.C. 27261 TELEPHONE (336) 883-3194 FAX (336) 883-4118	JOB NO: N/A						
	DATE: JULY 2023						
	DESIGNED: CAH						
	DRAWN: CAH						
	CHECKED: .						
	SCALE: NOT TO SCALE		BY:	DESCRIPTION:	DATE:	REV.:	
PLAN DRAWINGS FOR RECLAMITE® PROJECTS - 2023-2024 CITY OF HIGH POINT ROADWAY IMPROVEMENTS HIGH POINT - GUILFORD COUNTY - N.C.						SHEET NO. 11 OF 14	

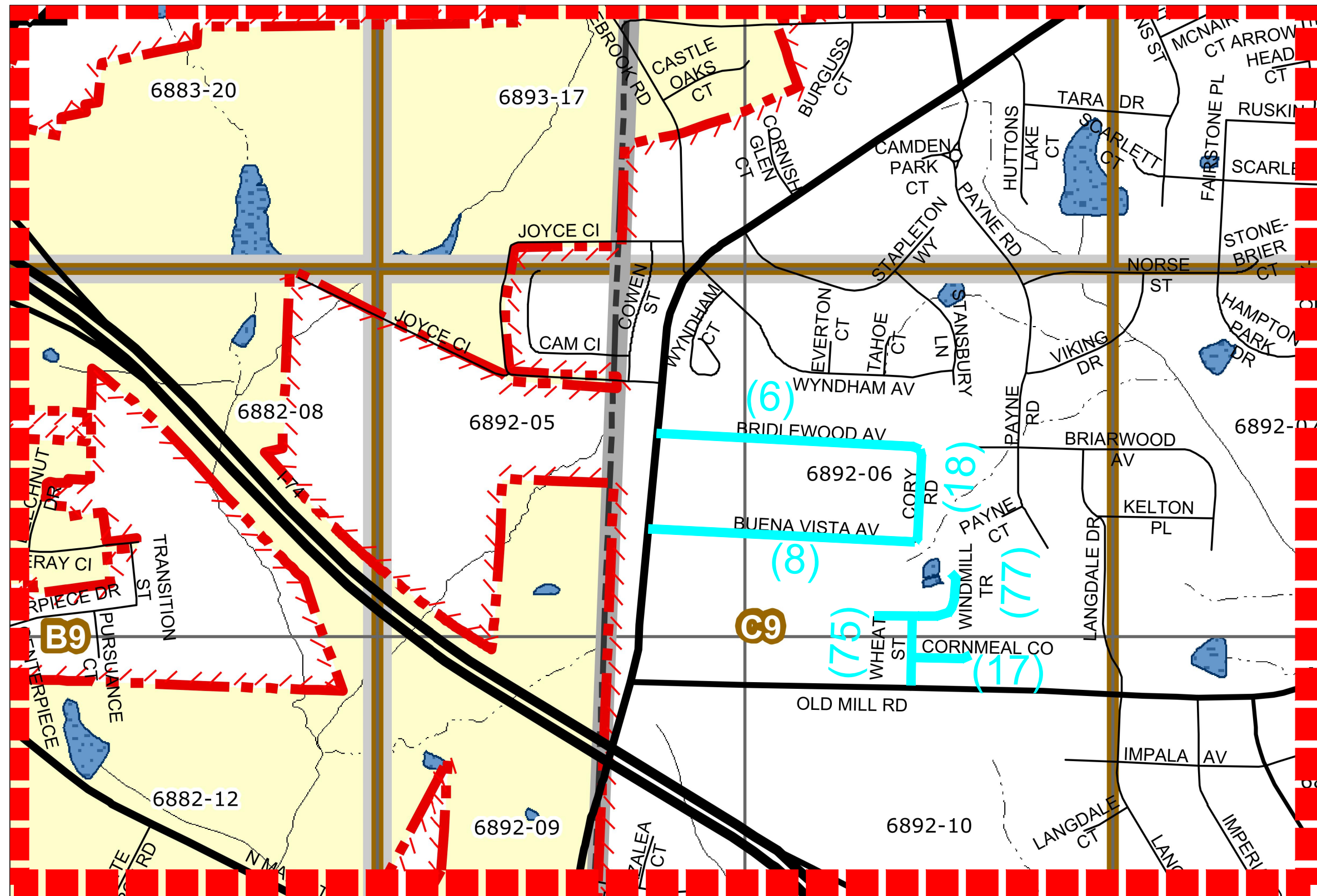


- 1. TERNBERRY RD
- 2. NUTHATCH CT
- 3. CHICKADEE PT
- 4. FLICKER LN
- 5. CHEROKEE CT
- 6. PARKWOOD DR

 CITY OF HIGH POINT PUBLIC SERVICES DEPARTMENT 211 S. HAMILTON STREET P.O. BOX 230 HIGH POINT, N.C. 27261 TELEPHONE (336) 883-3194 FAX (336) 883-4118	JOB NO: N/A						
	DATE: JULY 2023						
	DESIGNED: CAH						
	DRAWN: CAH						
	CHECKED: .						
SCALE: NOT TO SCALE		BY:	DESCRIPTION:	DATE:	REV:		
PLAN DRAWINGS FOR RECLAMITE® PROJECTS - 2023-2024 CITY OF HIGH POINT ROADWAY IMPROVEMENTS HIGH POINT - GUILFORD COUNTY - N.C.						SHEET NO. 12 OF 14	



 CITY OF HIGH POINT PUBLIC SERVICES DEPARTMENT 211 S. HAMILTON STREET P.O. BOX 230 HIGH POINT, N.C. 27261 TELEPHONE (336) 883-3194 FAX (336) 883-4118	JOB NO:	N/A					PLAN DRAWINGS FOR RECLAMITE® PROJECTS - 2023-2024 CITY OF HIGH POINT ROADWAY IMPROVEMENTS HIGH POINT - GUILFORD COUNTY - N.C.	SHEET NO. 13 OF 14
	DATE	JULY 2023						
	DESIGNED	CAH						
	DRAWN	CAH						
	CHECKED	.						
	SCALE	NOT TO SCALE	BY	DESCRIPTION	DATE	REV.		



 CITY OF HIGH POINT PUBLIC SERVICES DEPARTMENT 211 S. HAMILTON STREET P.O. BOX 230 HIGH POINT, N.C. 27261 TELEPHONE (336) 883-3194 FAX (336) 883-4118	JOB NO: N/A						PLAN DRAWINGS FOR RECLAMITE® PROJECTS - 2023-2024 CITY OF HIGH POINT ROADWAY IMPROVEMENTS HIGH POINT – GUILFORD COUNTY – N.C.	SHEET NO.	
	DATE JULY 2023							14	
	DESIGNED CAH								
	DRAWN CAH								
	CHECKED .								
	SCALE NOT TO SCALE		BY	DESCRIPTION	DATE	REV.			



City of High Point

Municipal Office Building
211 S. Hamilton Street
High Point, NC 27260

Master

File Number: 2023-378

File ID: 2023-378

Type: Miscellaneous Item

Status: To Be Introduced

Version: 1

Reference:

In Control: Finance Committee

File Created: 08/09/2023

File Name:

Final Action:

Title: Consideration of Sole Source Purchase from National Oilwell Varco in the amount of \$237,710. City Council is requested to approve National Oilwell Varco as a sole source vendor for the purchase of refurbished Chemineer gear boxes in the amount of \$237,710 and authorize the appropriate City Official(s) to execute all necessary documents. (Recommended by Finance Committee)

Notes:

Sponsors:

Enactment Date:

Attachments: Sole Source - National Oilwell Varco, Gear Boxes

Enactment Number:

Contact Name:

Hearing Date:

Drafter Name: derrick.boone@highpointnc.gov

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:

CITY OF HIGH POINT

AGENDA ITEM



TITLE: Agenda Item- Eastside WWTP Gear Box Replacement- National Oilwell Varco	
FROM: Robby Stone – Public Services Director Derrick Boone – Asst. Director Public Services	MEETING DATE: August 21, 2023
PUBLIC HEARING: No	ADVERTISED DATE/BY: N/A
ATTACHMENTS: 1. Quote 2. Sole Source Letter	

PURPOSE: To purchase ten (10) Chemineer gear boxes at the Eastside Wastewater Treatment Plant (WWTP) through a sole source contract with National Oilwell Varco.

BACKGROUND: The anaerobic/anoxic/aeration (AAA) tanks at the Eastside WWTP perform biological nutrient removal as part of the wastewater treatment process. There are a total of 53 (fifty-three) gearboxes that are utilized for mixing within the AAA tanks at the Eastside WWTP. The gear boxes were installed in the early 2000 upgrade project. Many are exceeding their useful life and failing due to normal wear and tear. The Public Services Department is requesting approval to purchase 10 Chemineer gear boxes that will be utilized to replace the existing gear boxes that have failed and to serve as spare equipment as future failures occur.

BUDGET IMPACT: Funds for this project are available in the FY 2023-2024 budget.

RECOMMENDATION/ACTION REQUESTED: Public Services is recommending that National Oilwell Varco be approved as a sole source vendor for the purchase of the refurbished Chemineer gear boxes for \$237,710.



Example of a Gear Box at the Eastside WWTP



Gear Boxes on top of the AAA tanks at the Eastside WWTP



Sole Authorization Letter

Chemineer™ Moyno™ - Industrial Technologies

August 8, 2023

Customer Name: Peter LaVigne
City of High Point
121 N. Pendleton St
High Point, NC 27260

Subject: Authorized Manufacture/Sole Source Letter

Mr. Peter LaVigne,

This letter is to confirm that Brown and Morrison of 14201-D South Lakes Dr, Charlotte, NC 28224 is the only authenticated authorized distributor for Chemineer and Moyno products hereby known as and referred to as NOV (National Oilwell Varco) in the states of Virginia, North Carolina, and South Carolina.

Please be advised that NOV is the only OEM manufacture of Chemineer and Moyno parts worldwide. All other named parts are considered replicated and do not meet Chemineer or Moyno's standards for materials or fitment.

Chemineer and Moyno (a division of NOV) has contracted Brown and Morrison as the Sole Authorized Representative in your area for Moyno™ products

Should you need any further assistance, please contact me.

Best Regards,

Shawn Brightman | *Chemineer and Moyno Regional Sales Manager*

NOV

Industrial – Pumps & Mixers

5870 Poe Avenue | Dayton, OH 45414

M 937.371.6895

E shawn.brightman@nov.com

Mono™ | Moyno™ | Chemineer™ | Kenics™ | Greerco™ | Prochem™



GoSpares Parts Quote (86708)

BAM32977

Created: 07/31/23 6:02 PM
Revised: 07/31/23 6:38 PM
Shipped In: TBD

Quote Info:

INCOTERMS: FCA Dayton
SHIPPING TERMS: ALLOWED
SHIP VIA: COMMON
PAYMENT TERMS: NET 30 DAYS

Sold To:

City of Highpoint NC
USA

Ship To:

Eastside WWTP
5898 Riverdale Rd
Jamestown, NC USA

ITEM#	PART#	DESCRIPTION	SHIPPED IN	QTY.	PRICE	SUBTOTAL
200	Z23049-981-090	GEAR DRIVE ASSEMBLY - With Change Gears - 31.3 Ratio - NEW serial:532442-39 model:4HT	TBD	10	\$23,771.00	\$237,710.00
200	Z23049-981AEXCH	GEAR DRIVE EXCHANGE CREDIT Notes: Credit will be issued upon receipt of part(s) serial:532442-39 model:4HT	TBD	1	\$-3,719.00	\$0.00
					TOTAL:	\$237,710.00

*** Lead Times subject to inventory. For firm lead time, please consult factory.**

Home Office Contact:

Field Service is available, please contact us for rates and availability

Terms & Conditions: Please review our terms & conditions

Taxable (Y/N):

Make Purchase Orders**Out To:**

National Oilwell Varco

L.P.

care of:

Brown & Morrison, Ltd.
14201 South Lakes Drive
Suite D
Charlotte, NC 28273 United States
t: (704) 554-8570

f:
e: tj.marks@brownandmorrison.com

signature

COVID-19 NOTICE: Due to the on-going COVID-19 pandemic and various Governmental directives, company measures and uncertainties arising therefrom (collectively "COVID-19 Effects"), all quoted delivery dates for products and completion dates for the work are National Oilwell Varco L.P.'s best estimates made at the time of the quote and are not binding on National Oilwell Varco L.P.. Accordingly, National Oilwell Varco L.P. assumes no risk for COVID-19 Effects on National Oilwell Varco L.P.'s ability to deliver the products or perform the work by the dates quoted. If the delivery of products or execution of work is affected by COVID-19 Effects, National Oilwell Varco L.P. shall be entitled to take reasonable measures with respect to COVID-19 Effects, to have an extension of time as needed, to deliver the products or complete the work and to obtain a reasonable compensation for all additional direct costs incurred by National Oilwell Varco L.P. as agreed with Customer in good faith. For purposes of this COVID-19 Notice, National Oilwell Varco L.P. shall mean the National Oilwell Varco L.P. affiliate named above and Customer shall mean the customer to which National Oilwell Varco L.P. issued to quote, order acknowledgement or other documents. We are monitoring this situation extremely closely and formulating plans on a case by case basis to try to ensure seamless support for our customers. We would ask that you contact your National Oilwell Varco L.P. Sales representative if you have any specific challenges or concerns.

Financial Services

Purchasing Division



Requisition #

CITY OF HIGH POINT
SOLE SOURCE JUSTIFICATION FORM
 (For Items Costing \$10,000.00 or More)
 Statutory Reference N.C.G.S. 143-129(e)6

Vendor: National Oilwell Varco L.P.

Item(s): Ten (10) Chemineer gear boxes for the Eastside Wastewater Treatment Plant (WWTP)

Justification:

Brown and Morrison of 14201-D South Lakes Dr, Charlotte, NC 28224 is the only authenticated authorized distributor for Chemineer and Moyno products hereby known as and referred to as NOV (National Oilwell Varco) in the states of Virginia, North Carolina, and South Carolina.

Estimated expenditure for the above item(s): \$237,710

Accounting Unit and Account(s):

621757-526101

CHECK ALL ENTRIES BELOW THAT APPLY TO THE PROPOSED PURCHASE.
 ATTACH A MEMO CONTAINING JUSTIFICATION AND SUPPORT DOCUMENTATION.

1. ☒ Performance or price competition for a product are not available.
2. ☒ A needed product is available from only one source of supply.
3. ☐ Standardization or compatibility is the overriding consideration.
4. ☒ The parts/equipment are required from this source to permit standardization.
5. ☐ None of the above applies. A detailed explanation and justification for this sole source request is contained in attached memo and support documentation.

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

Department Head/Authorized Personnel

Robby Stone

 Digitally signed by Robby Stone
 Date: 2023.08.09 06:52:51 -04'00'

Department/Division

Public Services - Eastside WWTP

Date

8-09-2023

APPROVAL PROCESS

Purchasing Manager

Candy E. Harmon

 Digitally signed by Candy E. Harmon
 Date: 2023.08.15 14:59:13 -04'00'

Financial Services Director

Bobby Fitzjohn

 Digitally signed by Bobby Fitzjohn
 Date: 2023.08.15 21:18:42 -04'00'

City Council (\$30,000 – Up)



City of High Point

Municipal Office Building
211 S. Hamilton Street
High Point, NC 27260

Master

File Number: 2023-379

File ID: 2023-379

Type: Miscellaneous Item

Status: To Be Introduced

Version: 1

Reference:

In Control: Finance Committee

File Created: 08/10/2023

File Name:

Final Action:

Title: Annual Report for Surplus Equipment for Fiscal Year 2022-2023
City Council is requested to acknowledge receipt of the report of sale of surplus equipment for FY 2022-2023. (Recommended by Finance Committee)

Notes:

Sponsors:

Enactment Date:

Attachments: Surplus Equipment 2022-2023

Enactment Number:

Contact Name:

Hearing Date:

Drafter Name: sandra.keeney@highpointnc.gov

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
---------------	--------------	-------	---------	----------	-----------	-----------------	---------

CITY OF HIGH POINT

AGENDA ITEM



TITLE: Report of Surplus Equipment Disposal	
FROM: Kevin Rogers, Fleet Director	MEETING DATE: August 21, 2023
PUBLIC HEARING: N/A	ADVERTISED DATE/BY: N/A
ATTACHMENTS: Report of Vehicles/Equipment Sold	

PURPOSE:

To report the sale of surplus equipment in fiscal year 2022-2023 as required by the City of High Point Purchasing Policies and Procedures Manual.

BACKGROUND:

The City of High Point Purchasing Policies and Procedures Manual requires that fleet vehicles and other equipment sold via an online auction be reported to the City Council on an annual basis. A listing of items sold with descriptions and sale amount is included with this item.

BUDGET IMPACT:

The sale of this equipment generated \$961,718.04 (FY 2022-2023) in proceeds for the City of High Point. Previous sale amounts were:

FY21-22: \$717,221.57
FY20-21: \$990,139.07
FY19-20: \$704,918.66
FY18-19: \$838,332.94

RECOMMENDATION/ACTION REQUESTED: Acknowledge receipt of report.

City of High Point
Vehicles/Equipment sold on Govdeals
FY 2022-2023

Item Description	Sale Amount
2012 Dodge Charger Police	\$ 3,551.00
2019 Dodge Charger AWD	\$ 2,825.00
2013 Kubota KX080 Excavator	\$ 54,000.00
2012 Dodge Charger Police	\$ 8,200.00
1979 Ford Tractor	\$ 4,555.00
2004 Ford F-250 SD XL 2WD	\$ 4,494.00
2014 Dodge Charger	\$ 5,905.00
2016 Dodge Charger	\$ 6,655.00
2011 Ford E350	\$ 17,100.00
2016 Chevy Impala	\$ 8,800.00
Watchguard 4RE In Car Camera Systems-Lot # 16	\$ 850.00
2012 Dodge Charger	\$ 2,175.00
2011 Ford Ranger	\$ 7,901.00
2012 Ford F350	\$ 14,835.00
2004 Chevrolet Silverado	\$ 7,080.00
2008 Ford Escape	\$ 3,850.00
2008 Chevrolet Uplander	\$ 5,800.00
2008 Ford Escape	\$ 5,000.00
2013 Dodge Charger	\$ 4,509.00
2006 Caterpillar 325 Excavator	\$ 36,000.00
2002 Sterling Dump Truck	\$ 48,000.00
2014 Dodge Charger	\$ 6,050.00
2008 Sterling Dump Truck	\$ 53,000.00
2013 John Deere 624K Wheel Loader	\$ 56,000.00
2011 Terex TC550 Compactor	\$ 15,200.00
2006 Caterpillar D7R II Dozer	\$ 179,000.00
2020 Dodge Charger	\$ 2,802.00
2008 Ford F250	\$ 14,700.00
2011 Dodge Charger	\$ 6,250.00
2005 Chevrolet C7500	\$ 22,800.00
2009 Sterling LT9500	\$ 22,100.00
2022 Dodge Charger	\$ 4,050.00
2012 Dodge Charger	\$ 5,201.00
2016 Dodge Charger	\$ 2,025.00
2004 Kraftsman Trailer	\$ 6,362.00
2010 John Deere 524K	\$ 30,601.00
2016 Chevy Impala	\$ 11,505.00
2015 Peterbilt Side Loader	\$ 98,000.00
2007 Freightliner Leaf Truck	\$ 52,000.00
1998 Rogers Trailer	\$ 4,950.00
2011 John Deere 524K	\$ 36,000.00

Lot of Furniture	\$	1.00
Water Meters	\$	11,103.00
Coats Tire Changer	\$	1,675.00
Flail Mower	\$	1,800.00
Watch Guard Systems (4)	\$	1,225.00
Ingersoll Rand	\$	1,725.00
2016 Model COATS V200 Tire Balancer	\$	500.99
2011 Toro Groundmaster	\$	1,325.00
Ingersoll Rand 2474 Air Compressor	\$	259.00
Work Zone Signs	\$	335.55
Work Zone Sign Stands	\$	135.00
ADC Die Cutter	\$	170.00
Transmission Breaker	\$	725.00
Picnic Tables	\$	729.50
Force 5 Racing Sail Boat	\$	77.00
2014 Dodge Charger	\$	6,301.00
Lot of Computers	\$	3,661.00
2013 Dodge Journey	\$	7,600.00
1973 Ford Tractor	\$	2,627.00
Concrete Saws	\$	927.00
2017 Dodge Caravan	\$	8,500.00
Ventrac Leaf Attachment	\$	2,025.00
Chain Saws, Blowers, Weed Eaters	\$	360.00
Bomag Roller	\$	500.00
Wacker Asphalt Tamps	\$	201.00
Kraftsman Trailer	\$	1,986.00
John Deere Mower	\$	1,850.00
John Deere Mower	\$	1,525.00
John Deere Mower	\$	2,825.00
Barricades	\$	8.00
Shop Lights	\$	1.00
Lot of signs and cones	\$	210.00
Lot of used signs	\$	530.00
2013 Dodge Charger	\$	5,450.00
2013 Dodge Charger	\$	6,050.00
2013 Dodge Charger	\$	6,050.00
Dell and HP Computer	\$	64.00

\$961,718.04



City of High Point

Municipal Office Building
211 S. Hamilton Street
High Point, NC 27260

Master

File Number: 2023-380

File ID: 2023-380

Type: Miscellaneous Item

Status: To Be Introduced

Version: 1

Reference:

In Control: Finance Committee

File Created: 08/10/2023

File Name:

Final Action:

Title: Consideration of a Purchase of a 2024 Ford F550 from Piedmont Truck Center in the amount of \$177,913
City Council is requested to approve a purchase of a 2024 Ford F550 with an Altec AT40G Bucket Truck Body from Piedmont Truck Center in the amount of \$177,913 and declare the old truck as surplus and dispose through the online auction process. (Recommended by Finance Committee)

Notes:

Sponsors:

Enactment Date:

Attachments: Purchase Ford F550 - Piedmont Truck Center

Enactment Number:

Contact Name:

Hearing Date:

Drafter Name: sandra.keeney@highpointnc.gov

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
---------------	--------------	-------	---------	----------	-----------	-----------------	---------

CITY OF HIGH POINT

AGENDA ITEM

TITLE: Purchase of a Bucket Truck	
FROM: Kevin Rogers, Fleet Director	MEETING DATE: August 21, 2023
PUBLIC HEARING: N/A	ADVERTISED DATE/BY: N/A
ATTACHMENTS: Formal Bid Recommendation	

PURPOSE:

The Electric Department is using a 2013 Ford F550 Altec AT-40G bucket truck that needs replacement due to age and mileage. Using NC State Contract 070A, a 2024 Ford F550 truck with an Altec AT40G bucket has been recommended for Council approval.

BACKGROUND:

The Electric Department is currently using a 2013 Ford F550 with Altec AT-40G body. The bucket truck currently has over 100,000 miles on the chassis and very high usage on the bucket assembly. The new 2024 Ford F550 with Altec AT40G bucket has been demonstrated and will meet their needs. The price of \$177,913.00 is for the truck, training, extended warranty, and delivery. The estimated delivery is 360+ days.

BUDGET IMPACT:

Funds are available in the 2023-24 budget.

RECOMMENDATION/ACTION REQUESTED:

The Fleet Services Department recommends purchasing the new 2024 Ford F550 with an Altec AT40G bucket truck body from Piedmont Truck Center. Recommendations also include declaring the old truck as surplus and disposing through the online auction process.





PIEDMONT TRUCKS



2021-2024 STATE OF NORTH CAROLINA TERM CONTRACT 070A- Vehicles (Passenger, Truck, Van, SUV, Law Enforcement)
OPTIONS LIST - CATEGORY G - F550 Cab and Chassis
BID NO. 202100002

STANDARD ITEMS

18,000lb GVWR, Exterior Color: Oxford White, XL Trim Package, 7.3L V8 gasoline engine, 10-speed automatic transmission, 4.88 regular rear axle, Power Equipment Group, Trailer Brake Controller, PTO Provision, Cruise Control, 225/70R19.5" BSW All Purpose tires, Air conditioning, AM/FM/MP3 radio with SYNC Bluetooth, Tilt steering wheel, (2) keys, 40/20/40 Vinyl seats-Gray, Vinyl flooring

CAB CHASSIS CONFIGURATION	BODY CODE	BASE BID PRICE
2024 Ford F550 Regular cab 4x4-60"CA chassis cab	F5H-660A	\$51,023.00
	OPTION	MSRP
		STATE PRICING 6% Discount

CAB CONFIGURATION

84CA	84CA	\$1,329.79	\$1,250.00
------	------	------------	------------

POWERTRAIN

6.7L 4V OHV Power Stroke V8 Turbo Diesel B20 - Includes manual push-button engine-exhaust braking and intelligent oil-life monitor	99T	\$9,995.00	\$9,395.30
Limited Slip w/4.30 Axle Ratio	X4L	\$395.00	\$371.30
GVWR: 19,500 lb Payload Plus Upgrade Package - Includes upgraded frame, rear-axle and low deflection/high capacity springs. Increases max RGAWR to 14,706lbs	68M	\$1,155.00	\$1,085.70

WHEELS/TIRES

Spare Tire, Wheel & Jack	512	\$350.00	\$329.00
--------------------------	-----	----------	----------

OTHER OPTIONS

XL Chrome Package Includes: -Chrome Front Bumper -Bright Grille -Power Sliding Rear Glass -Rear Window Defroster -Remote Start -Halogen Fog Lamps	96V	\$225.00	\$211.50
Snow Plow Prep Package - Includes pre-selected springs	473	\$250.00	\$235.00
High Capacity Trailer Tow Package - requires Diesel engine	535	\$580.00	\$545.20
Aft-Axle Frame Extension (req. 145" or 169" wheelbase) – F-450/F-550/F-600 only	63C	\$115.00	\$108.10
Engine Block Heater	41H	\$100.00	\$94.00
410 Amp Alternator	67B	\$115.00	\$108.10
Platform Running Boards-REGULAR CAB ONLY	18B	\$320.00	\$300.80

UPFIT OPTIONS

Altec AT40-G aerial body to meet City of High Point requirements with extended warranty	AT40G	\$120,059.57	\$112,856.00
---	-------	--------------	--------------

Total for chassis & options	Date: 8.8.2023	\$177,913.00
quote#HPF5HDAT40G-8823		

City of High Point
Kevin Rogers
336.883.3598bp kevin.rogers@highpointnc.gov



**FORMAL BID RECOMMENDATION
REQUEST FOR COUNCIL APPROVAL**

DEPARTMENT: Fleet Services

COUNCIL AGENDA DATE: August 21, 2023

BID NO.: NC State Contract CONTRACT NO.: 070A DATE OPENED:

DESCRIPTION:

Ford F550 truck with Altec AT40G bucket.

PURPOSE:

The Electric Department is currently using a 2013 Ford F550 with a Altec AT-40G bucket. The truck needs to be replaced because of mileage and condition.

COMMENTS:

The price of \$177,913.00 is for the truck, bucket, operator training, extended warranty, and delivery. Estimated delivery is 365+ days.

RECOMMEND AWARD TO: Piedmont Truck Center AMOUNT: \$177,913.00

JUSTIFICATION:

Using the bid allows the City of High Point to take advantage of the volume discount offered through the NC State Contract.

ACCOUNTING UNIT	ACCOUNT	ACTIVITY	CATEGORY	BUDGETED AMOUNT
501271	532401			\$177,913.00
TOTAL BUDGETED AMOUNT				\$177,913.00

DEPARTMENT HEAD: KEVIN ROGERS Digitally signed by KEVIN ROGERS
Date: 2023.08.08 14:15:21 -04'00' DATE: 08/08/2023

The Purchasing Division concurs with recommendation submitted by the and recommends award to the lowest responsible, responsive bidder in the amount of \$.

PURCHASING MANAGER: Candy E. Harmon Digitally signed by Candy E. Harmon
Date: 2023.08.09 08:06:20 -04'00' DATE:

Approved for Submission to Council
FINANCIAL SERVICES DIRECTOR: Bobby Fitzjohn Digitally signed by Bobby Fitzjohn
Date: 2023.08.09 08:10:16 -04'00' DATE:

CITY MANAGER: DATE:



City of High Point

Municipal Office Building
211 S. Hamilton Street
High Point, NC 27260

Master

File Number: 2023-381

File ID: 2023-381

Type: Miscellaneous Item

Status: To Be Introduced

Version: 1

Reference:

In Control: Finance Committee

File Created: 08/10/2023

File Name:

Final Action:

Title: Consideration of a Purchase of Three Ford Transit Vans from Piedmont Truck Center in the amount of \$163,589.25
City Council is requested to approve the purchase of three Ford Transit Vans from Piedmont Truck Center in the amount of \$163,589.25. (Recommended by Finance Committee)

Notes:

Sponsors:

Enactment Date:

Attachments: 15 Passenger Van - Piedmont Truck Center

Enactment Number:

Contact Name:

Hearing Date:

Drafter Name: sandra.keeney@highpointnc.gov

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:

CITY OF HIGH POINT

AGENDA ITEM

TITLE: Purchase of Three 15 Passenger Vans	
FROM: Kevin Rogers, Fleet Director	MEETING DATE: August 21, 2023
PUBLIC HEARING: N/A	ADVERTISED DATE/BY: N/A
ATTACHMENTS: Formal Bid Recommendation	

PURPOSE:

The Fleet Services Department needs to place an order for three (3) Ford Transit fifteen (15) passenger vans. Using the NC state contract# 070A, the current production 2024 Ford Transit 350 vans have been identified by city council for approval.

BACKGROUND:

The Parks Department needs to replace one (1) 2008 Chevrolet Express fifteen (15) passenger van and were approved to add two (2) additional vans to meet their needs. The price of \$52,941.50 is for the vehicle and equipment package with DMV fees of \$1,588.25. Total cost for three (3) is \$163,589.25. The estimated delivery is 365 days.

BUDGET IMPACT:

Funds are available in the 2023-24 budget.

RECOMMENDATION/ACTION REQUESTED:

The Fleet Services Department recommends purchasing the three (3) Ford Transit Vans from Piedmont Truck Center in the amount of \$163,589.25.





PIEDMONT TRUCKS



2021-2023 STATE OF NORTH CAROLINA TERM CONTRACT 070A-Vehicles (Passenger, Truck, Van, SUV, Law Enforcement)
OPTIONS LIST - CATEGORY F - MEDIUM HEAVY DUTY PASSENGER VANS-TRANSIT 350
BID NO. 202100002

STANDARD ITEMS

9,250lb GVWR, Exterior Color: Oxford White, XL Trim Package, 3.5L V6 gasoline engine (Flex Fuel capable), 10-speed automatic transmission, air conditioning (front & rear), Power windows, door locks, mirrors, tilt steering wheel, Spare tire/wheel, (2) keys, interior dome lights, rear view camera, Vinyl seats, vinyl flooring, Sliding side cargo doors, Heavy Duty alternator, windows all around-fixed, AM/FM stereo, Bluetooth, Dual USB ports and a 4.0" multi-function display

PASSENGER VAN CONFIGURATIONS	BODY CODE	BASE BID PRICE	
2024 Ford Transit 350 Medium roof 148"wb 12 passenger van	X2C-301A		\$49,393.00
		STATE PRICING 6% Discount	
	OPTION	MSRP	
CAB CONFIGURATION			
50/50 Hinged Rear Door w/253-Degree Opening	18P	\$75.00	\$70.50
SEATS & SEAT TRIM			
15-Passenger Seats (STANDARD WITH DUAL REAR WHEEL CONFIGURATION) - Includes 1st row: 2 seats, 2nd row: 3 seats, 3rd row: 3 seats, 4th row: 3 seats and 5th row: 4 seats. Includes: - GVWR: 9,400 lbs	96P	\$2,195.00	\$2,063.30
OTHER OPTIONS			
Running boards	68H	\$310.00	\$291.40
Privacy Glass-includes Rear window Defroster	92E	\$500.00	\$470.00
Cruise Control with Adjustable Speed Limiting Device (ASLD)	60C	\$325.00	\$305.50
2-Additional keys (4 total)	86F	\$75.00	\$70.50
Reverse Sensing System	43R	\$295.00	\$277.30

Total for passenger van & options	Date: 8.8.2023	\$52,941.50
quote#HPX2C15P1-8823		x3 units
		\$158,824.50

City of High Point - Parks & Recreation - Van 1
Kevin Rogers
336.883.3598bp kevin.rogers@highpointnc.gov



**FORMAL BID RECOMMENDATION
REQUEST FOR COUNCIL APPROVAL**

DEPARTMENT: Fleet Services

COUNCIL AGENDA DATE: 08/21/2023

BID NO.: NC State Contract CONTRACT NO.: 070A DATE OPENED:

DESCRIPTION:

Ford Transit fifteen (15) passenger van.

PURPOSE:

The Parks Department is currently using one (1) 2008 Chevrolet Express fifteen (15) passenger van that is in need of replacement and they have received approval to purchase two (2) additional vans to meet their needs.

COMMENTS:

The new Ford Transit fifteen (15) passenger vans are similar to the ones they are currently using. The price of \$52,941.50 is for the van and DMV fees of \$1,588.25. The price of three (3) is \$163,589.25. The estimated delivery date is 365 days.

RECOMMEND AWARD TO: Piedmont Truck Center AMOUNT: \$163,589.25

JUSTIFICATION:

Using this bid allows the City of High Point to take advantage of the volume discount offered through the NC State Contract.

ACCOUNTING UNIT	ACCOUNT	ACTIVITY	CATEGORY	BUDGETED AMOUNT
501271	532401			\$163,589.25
TOTAL BUDGETED AMOUNT				\$163,589.25

DEPARTMENT HEAD: KEVIN ROGERS Digitally signed by KEVIN ROGERS
Date: 2023.08.08 14:14:12 -04'00' DATE: 08/08/2023

The Purchasing Division concurs with recommendation submitted by the and recommends
award to the lowest responsible, responsive bidder in the amount of \$.

PURCHASING MANAGER: Candy E. Harmon Digitally signed by Candy E. Harmon
Date: 2023.08.09 08:10:21 -04'00' DATE:

Approved for Submission to Council
FINANCIAL SERVICES DIRECTOR: Bobby Fitzjohn Digitally signed by Bobby Fitzjohn
Date: 2023.08.09 08:12:38 -04'00' DATE:

CITY MANAGER: DATE:



City of High Point

Municipal Office Building
211 S. Hamilton Street
High Point, NC 27260

Master

File Number: 2023-382

File ID: 2023-382

Type: Miscellaneous Item

Status: To Be Introduced

Version: 1

Reference:

In Control: Finance Committee

File Created: 08/10/2023

File Name:

Final Action:

Title: Consideration of a Lease Agreement with Winterland, Inc. in the amount of \$99,420
City Council is requested to approve a lease agreement with Winterland, Inc. in the amount of \$99,420 for holiday lights and large-scale displays and authorize the appropriate City Official(s) to execute all necessary documents. (Recommended by Finance Committee)

Notes:

Sponsors:

Enactment Date:

Attachments: Winterland, Inc Lease Agreement

Enactment Number:

Contact Name:

Hearing Date:

Drafter Name: sandra.keeney@highpointnc.gov

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
---------------	--------------	-------	---------	----------	-----------	-----------------	---------

CITY OF HIGH POINT

AGENDA ITEM



TITLE: Equipment Lease Agreement – Winterland, Inc	
FROM: Lee Tillery, Director Parks & Recreation	MEETING DATE: August 21, 2023
PUBLIC HEARING: N/A	ADVERTISED DATE/BY: N/A
ATTACHMENTS: Winterland Lease Agreement & Product Information	

PURPOSE: Three-year lease approval for Holiday lights and large scale displays for High Point City Lake Park from Winterland, Inc.

BACKGROUND: Our Department continues to explore opportunities to expand Holiday themed programming throughout the year. Our Department Holiday event in December, Winterfest, is now hosted at High Point City Lake Park and we are planning other Holiday opportunities at the park this year as well. The lease of this equipment will allow us to expand our program offerings to weekends in December and provide Holiday themed events and programming that includes lights, music and train rides. Lease includes various decorative items, display equipment and lights. They range from 3' to 20' tall displays, 250' foot wide 12 Days of Christmas scene and a multi-color, rotating light 200' tunnel, to name a few. Lease includes two trained installers to assist staff with set-up, installation and connection, as well as break down at the end of the season. The lease also includes storage in the off season by Winterland, Inc. and the option to exchange $\frac{1}{4}$ of the previous year's display each year to incorporate new amenities.

BUDGET IMPACT: Three-year lease with annual cost of \$33,140 annually and a cumulative cost of \$99,420. Monies are currently budgeted for this amount in the Parks & Recreation 2023-24 budget, and we will plan accordingly with the upcoming 2024-25 & 2025-26 fiscal years to account for these expenses.

RECOMMENDATION/ACTION REQUESTED: Staff recommends City Council approve lease agreement with Winterland, Inc. in the amount of \$99,420.

Lease Agreement

This Lease Agreement (Agreement) made this day, **May 18, 2023** between **David Fred Development Corp. d/b/a Winterland, Inc. of Cicero, Indiana** ("Lessor") and **City of High Point, NC** ("Lessee") whose address is **3400 N Centennial Street, High Point, NC 26265f**.

For the consideration set forth herein, Lessor hereby leases to Lessee and Lessee hires from Lessor those decorative items, display equipment, and materials (the "leased goods"), set forth on Schedule A attached hereto, or as described in a subsequent schedule which may hereafter be made a part hereof, **for a term of three (3) years**, upon the terms and conditions and upon the rate of rental set forth herein.

Article I - Rent

Lessee shall pay to Lessor, as rental for the leased goods, the total annual rental fee of **\$33,140.00**, payable the first year in three (3) rental payments. Starting with the deposit due on or before July 15th, 2023, in the amount of **\$11,140.00**, the second in the amount of **\$11,000.00** due on or before October 15th, 2023, and the final payment in the amount of **\$11,000.00** is due on or before December 15th, 2023. For the years 2024 and 2025, the rental fee will remain at **\$33,140.00** and will be payable in three (3) payments. The first such payment in the amount of **\$11,140.00** is due on or before July 15th of each year, the second payment in the amount of **\$11,000.00** is due on or before October 15th of each year and the third and final payment in the amount of **\$11,000.00** is due on or before December 15th of each contracted year. Any additions to the contracted "leased goods" will be adjusted with an addendum to this lease agreement.

All rental payments shall be paid by Lessee at **P.O. Box 772, Cicero, IN 46034** or at such other place as the Lessor may from time to time designate.

Article II - Delivery and Installation

Lessor shall deliver the leased goods to Lessee during the **Christmas seasons of 2023, 2024 and 2025** and shall deliver them on the Lessee's premises at **High Point City Lake Park, 602 W Main St, Jamestown, NC 27282**. The leased goods will be (a) be free from any defects in workmanship, material, and design; (b) conform to applicable specifications; (c) be fit for their intended purpose and operate as intended; (d) not infringe or misappropriate any third party's intellectual property rights; (e) be merchantable; and (f) be free and clear of all liens, security interests, or other encumbrances. Installation shall be in a good and workmanlike manner in accordance with best industry standards for similar services and shall be performed using personnel of required skill, experience, and qualifications. Supervision by Lessor shall include two (2) trained installers for up to four (4) days. A common labor force of 8-10 able-bodied laborers shall be provided by Lessee, at no expense to Lessor, for the duration of the installation.

Lessee acknowledges that no particular delivery date has been warranted. Lessor shall use its best efforts to cause timely delivery of the leased goods and Lessee agrees to accept the leased goods upon delivery, regardless of whether delivery occurs during Lessee's usual and customer business hours. Leased goods shall be delivered on an agreed upon date **on or before November 1st of each contracted year**.

"Leased goods" will be installed in predetermined locations as per Map A attached to Lease Agreement or such other configuration as agreed upon by the parties. Upon such "leased goods" being secured in said predetermined locations it shall be considered installed. *Once installed in such predetermined location, any "leased good" being moved at the request of Lessee will be a **billable charge** above and beyond the contracted amount.* Lessor will invoice Lessee separately for time and materials for such service.

Upon conclusion of the Christmas season, Lessor shall remove and retrieve the leased goods and store them until redelivery hereunder, such **removal to occur as soon as practical after the event closure each year, not to exceed 30 days after closure**. Lessor agrees to provide, at no expense to Lessee, a common labor force of 8-10 able bodied individuals for the duration of the removal period specified herein.

Article III - Location of Leased Goods

The leased goods shall be located on the premises set forth in Article II hereof during the Christmas seasons encompassed by this Agreement and shall not be removed without Lessor's prior written consent.

Article IV - Alterations

Lessee will make no alterations or structural changes to the leased goods without the prior written permission of Lessor. The Lessee has the right, without additional charge, to exchange up-to 1/4 of its previous years displays for the following years season. The Lessor shall provide the Lessee a list of available displays for the following year no later than April 15th of the following year.

Article V - Electrical Connection

Lessee shall furnish, at its own cost and expense, such electricity, electrical outlets and electrical connections (i.e. extension cords, triple taps and/or any power distribution related product) as are safe, efficient, and necessary to provide the leased goods with sufficient electrical service. Lessee, as part of its obligation under this Agreement shall plug in the electrically lighted leased goods. Lessee acknowledges that Lessor is not a licensed electrician or electrical contractor and has no obligation to perform any wiring or other work which would constitute performing the duties of an electrician or electrical contractor. Lessee must have electrical connections available for Lessor at the start of installation to insure proper function and timely progress.

The use of GFI outlets and/or breakers by Lessee will result in the inability of Lessor to guarantee continued use of "leased goods" when any type of moisture is present. Such devices **will** prevent operation of "leased goods" when **any** amount of moisture is present from sources such as dew, fog, rain or snow (others exist). Lessor responses to service calls related to the tripping of a GFI device **will not** be part of this contract; *such service calls will be billed as a separate invoice for time and materials.*

Article VI - Governmental Appraisals

Lessee shall at all its own expense, procure all governmental or non-governmental permits, approvals, licenses, or consents required for the installation, display, and removal of the leased goods.

Article VII - Maintenance and Repair

Lessee shall maintain the leased goods in good repair for the purpose of display. Lessee shall immediately notify Lessor of any need for maintenance and repair. Lessor shall have the right at any time to enter the premises identified above for the purpose of maintenance, repairs, or removal of the leased goods. Lessee shall not be responsible for any damage to the leased goods while stored during the off-season.

Article VIII - Remedies

If Lessee should wrongfully reject delivery, installation or reinstallation of the leased goods, fail to make any rent payments due hereunder when the same is due or thirty (30) days thereafter, or otherwise be in default hereof, Lessor may, after thirty (30) days' written notice to cure to Lessee and Lessee fails to cure such breach, at its sole option do any one or more of the following:

1. Cancel this Agreement

Additionally- Written notice must be given related to any and all cancellations of this agreement by said date and shall be deemed notified by sending the notification by US Mail to the address on record for Lessee and Lessor.

2. Withhold delivery and/or installation of leased goods.
3. Dispose of leased goods and recover damages (if awarded), to the extent permitted by applicable law.
4. Return the leased goods and recover damages (if awarded), to the extent permitted by applicable law.
5. Exercise any other remedy provided for by statute or at law.

If Lessor should be in default of any obligations under the Agreement, Lessee may, after thirty (30) days' written notice to cure to Lessor, cancel this Agreement and promptly receive a refund from Lessor for any amounts paid for the current season. In addition, Lessee may terminate this Agreement at any time for its convenience upon notice to Lessor. If this Agreement is terminated by Lessee for its convenience, Lessor shall be paid for the portion of the leased goods used and services satisfactorily performed through the effective time of such termination.

Article IX - Use of leased goods

Lessee shall use the leased goods only in a safe and secure manner, and not for any purpose other than a decorative purpose.

Article X - Acceptance

Lessee shall immediately inspect each item of leased goods delivered pursuant to this Agreement and shall notify Lessor of any discrepancies between said item and item as described on Schedule A. If no such notice is received prior to installation of such item, except for a defect that is not apparent until the leased goods are connected to an electrical service. Lessee will be conclusively presumed to have accepted the item as satisfactory as specified on Schedule A.

Article XI - Risk of Damage

Lessor agrees to repair or replace the leased goods, to the extent reasonably and practically possible as soon after receipt of notice of said damage. No loss or damage to the leased goods after installation, whether caused by wind, rain, snow, ice or other cause, shall impair or mitigate any obligation of Lessee hereunder and all such obligations, including the obligations to pay rent shall continue in full force and effect until satisfied, provided that Lessor fulfills its obligations in the preceding sentence. Lessee agrees to take reasonable care that damage to the leased goods shall not occur and shall refrain from all acts or omissions which would lead to impairment or damage thereto.

Article XII - Insurance

- 1) Lessor shall procure and maintain in effect insurance covering Lessee for loss or liability arising in connection with the leased goods under workman's compensation laws and from claims or damages arising in connection with an act of bodily injury or death, in an amount of not less than \$1,000,000.00 per person and \$1,000,000.00 per occurrence. Lessor shall further procure and maintain in effect insurance covering Lessee for liability for property damage caused by the leased goods in the amount of not less than \$1,000,000.00 per person and \$1,000,000.00 per occurrence. This also includes a \$3,000,000.00 umbrella.
- 2) Lessee shall maintain such other insurance as is reasonable and customary in regard to the use or operation upon the premises described in Article II hereof with regard to the leased goods.

Article XIII - Taxes and Fees

Lessee shall pay all taxes, assessments and license and registration fees (including sales or use taxes) imposed during the term hereof upon the use, installation, leasing or display of the leased goods and Lessee shall furnish to Lessor satisfactory proof of such payment before any such installation, leasing or display of the leased goods and Lessee shall furnish to Lessor satisfactory proof of such payment before any such taxes, assessments or fees become delinquent.

Article XIV - Status of Leased Goods

The leased goods shall at all times remain the personal property of the Lessor notwithstanding that they may be or become, in any manner attached to, embedded in, or be affixed upon real property. Title to the leased goods shall at all times remain in Lessor and Lessee's only rights to the leased goods shall be as provided in this Agreement. Lessee shall give Lessor immediate notice of any claim, lien, levy or charge or legal process which would seek to determine, change or test Lessee's title to the leased goods.

Article XV -Limitation of Waiver; Indemnification

No delay or omission in the exercise of any right, power or remedy granted either party upon breach hereof or default hereunder by either party will impair any such right, power or remedy. No waiver of any breach or default shall be deemed a waiver of any other breach or default. All remedies granted either party hereunder of by law or statute will be cumulative and not alternative.

To the extent permitted by applicable law, each party shall indemnify, defend and hold harmless the other party, and their officers, directors, employees, agents, affiliates, successors and permitted assigns (collectively, "Indemnified Party") against any and all losses, damages, liabilities, deficiencies, claims, actions, judgements, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees, fees and the costs of enforcing any right to indemnification under this agreement, relating to, arising out of or resulting from any claim of a third party arising out of or occurring in connection with the indemnifying party's negligence, willful misconduct, or breach of this agreement. The indemnifying party shall not enter any settlement without the Indemnified Party's prior written consent.

Article XVI - Assignment

Lessee shall not assign this Agreement or any of the leased goods, or any interest therein without Lessor's written consent. Lessee shall not sublet, hire, or rent the leased goods without Lessor's written consent. Lessor shall not assign any of its rights or obligations under this agreement without Lessee's written consent.

Article XVII - Miscellaneous

1. This Agreement shall be binding and insure to the benefit of the successors and assigns of the parties.
2. To the extent permitted by applicable law, if any action is filed by Lessor to collect fees owed pursuant to this Agreement, Lessor shall be entitled to recover, in addition to all other cost and fees incurred, the reasonable and customary fees of counsel.
3. This Agreement is not cancelable by either party prior to the expiration of its term outside of agreed upon exceptions in Article VIII.
4. Except as otherwise provided in this agreement, Lessor makes no warranty as to marketability or fitness for any particular purpose as to the leased goods, and Lessee acknowledges that no warranty has been expressed or implied in any manner.
5. All notices to Lessee shall be deemed delivered after five (5) days if placed in the United States mail, first class postage prepaid, and addressed as follows: **3400 N. Centennial St, High Point, NC 27265.**
6. Lessee must provide to Lessor a contact name and phone number of an individual capable of making all decisions. This individual must be reachable, always, during the installation, show times and removal process of the contracted period.

CONTACT NAME:

NUMBER:

7. No amendment to, or modification of this agreement is effective unless it is in writing and signed by an authorized representative of each party.

8. This Agreement and performance thereof shall be governed, interpreted, construed, and regulated by the laws of the State of North Carolina without giving effect to its principles regarding conflicts of laws. Any legal suit, action, or proceeding arising out of or related to this Agreement or the Goods and Services provided hereunder shall be instituted exclusively in the courts of North Carolina located in Guilford County, and each Party irrevocably submits to the exclusive jurisdiction of such courts

in any such suit, action, or proceeding.

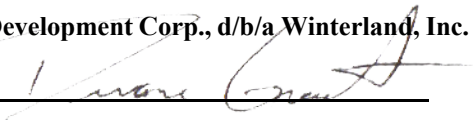
Witness as of the day and year first above written

(CLIENT LEGAL NAME)

By: _____

Its: _____

David Fred Development Corp., d/b/a Winterland, Inc.

By: _____ 

Its: _____ **V. P. of Sales**

Attachment: Schedule A, Map A and sample photos

Schedule A

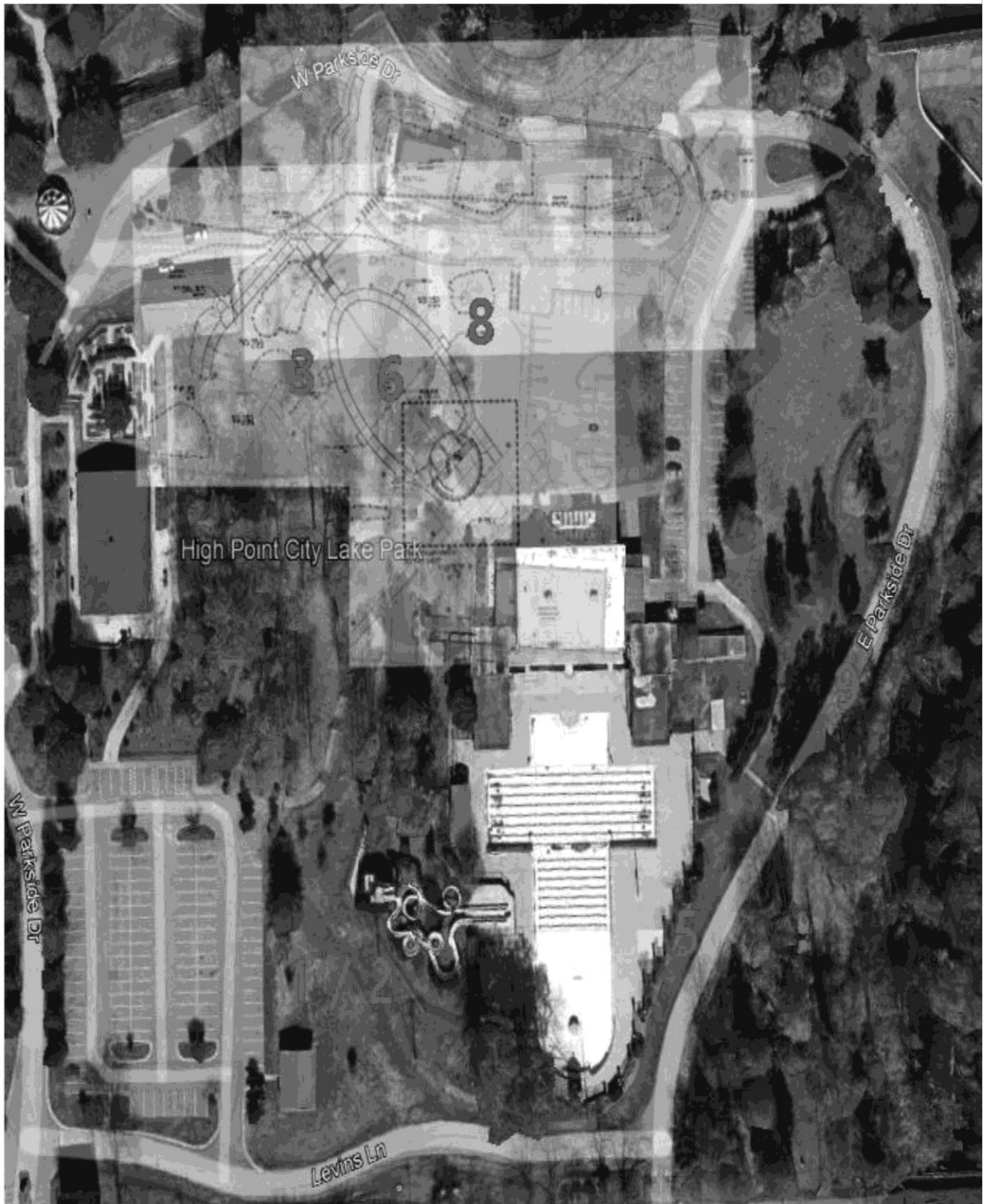
High Point, NC - Winter Lights - 2022

Display Name	qty units	5 year Lease- to-own price	3 year lease price	Purchase price	Number on Map
12 Days of Christmas					
Day 1 thru 12 3' to 10' tall displays 250' wide scene	42	\$4,875.00	\$7,800.00	\$19,500.00	1 and 2
5 styles of fancy deer, 1 each 3' to 7' tall each	5	\$1,350.00	\$1,800.00	\$4,500.00	3
Snowtree Forest		\$2,550.00	\$4,080.00	\$10,200.00	4
12'	4				
9'	4				
7'	4				
Poinsettia lane		\$1,475.00	\$2,360.00	\$5,900.00	5
Poinsettia pot, 17' x 15'	1				
Poinsettia flowers, 3' x 3' ea.	12				
Retro-Christmas Morning		\$4,950.00	\$7,900.00	\$19,750.00	6
Teal / Silver tinsel tree, 20', RGB	1				
round orn with tree, 5.5 x 5	1				
round orn with plaid, 5.5 x 5	1				
round orn with flakes, 5.5 x 5	1				
round orn with stocking, 5.5 x 5	1				
finial orn with bow, 6 x 3	1				
finial orn with cane, 6 x 3	1				
Snow forest variety of designs and sizes 3' to 5'	30	\$1,125.00	\$1,800.00	\$4,500.00	7
Woodland Winters					
5 styles, 1 each 5.5' to 8' each	5	\$1,350.00	\$1,800.00	\$4,500.00	8
RGB kaleidoscope tunnel 20 arches spaced 10' 16 x 23 x 200	20	\$3,500.00	\$5,600.00	\$14,000.00	9
Price per year of contract		\$21,175.00	\$33,140.00	\$82,850.00	

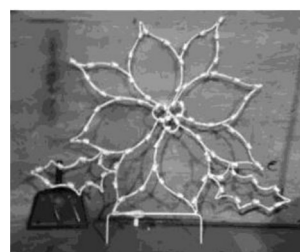
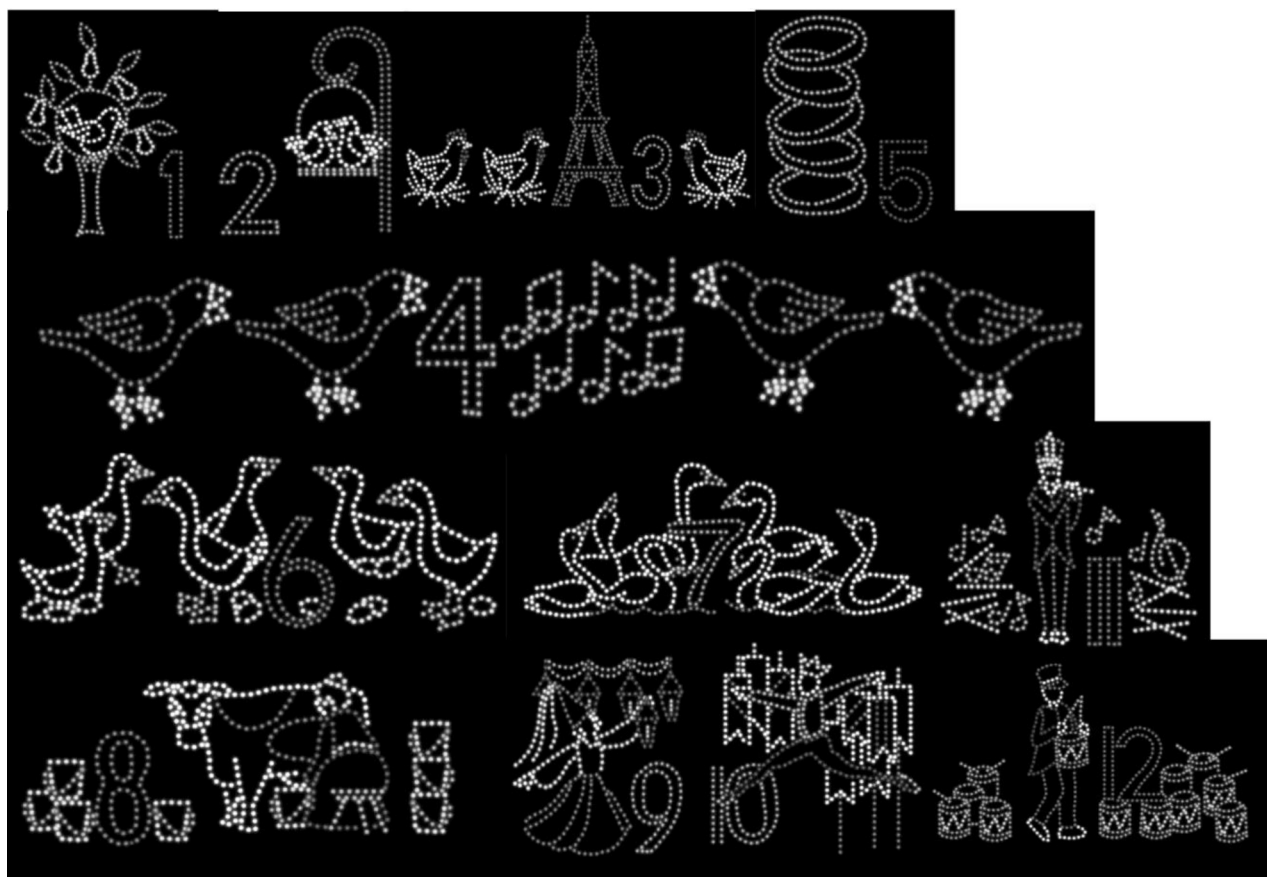
* Prices do not include delivery, installation, maintenance or removal.

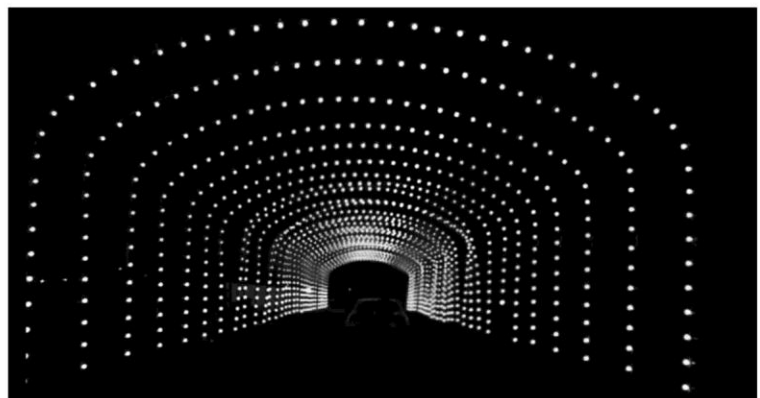
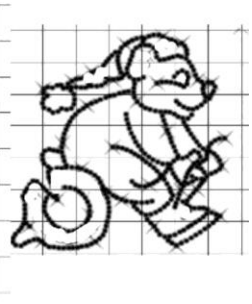
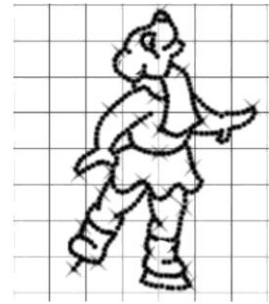
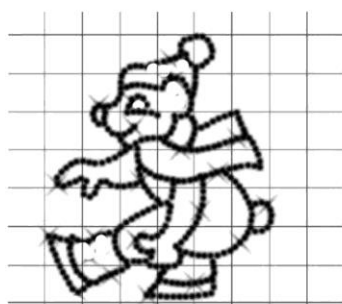
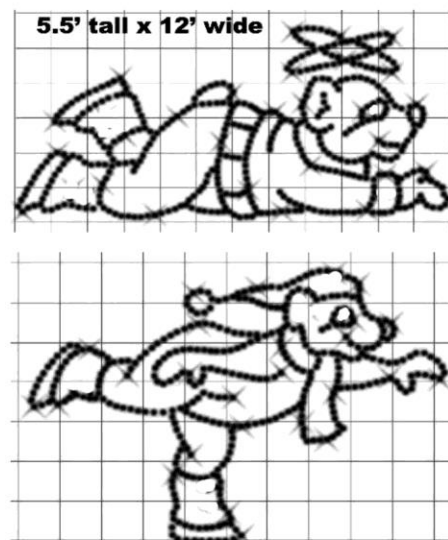
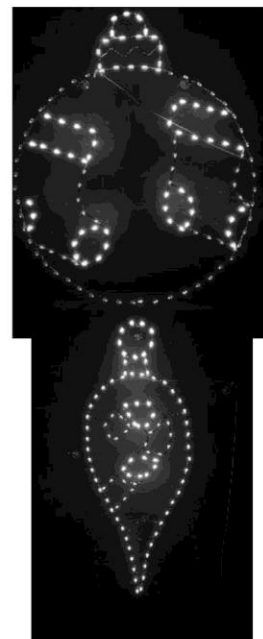
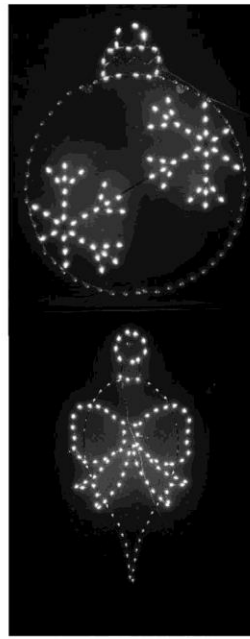
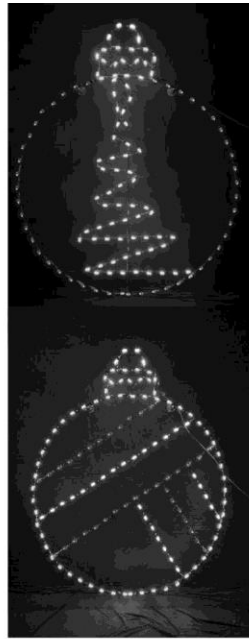
** Attachment A shows display locations.

Map A



Display Sample Photos:







City of High Point

Municipal Office Building
211 S. Hamilton Street
High Point, NC 27260

Master

File Number: 2023-383

File ID: 2023-383

Type: Miscellaneous Item

Status: To Be Introduced

Version: 1

Reference:

In Control: Finance Committee

File Created: 08/10/2023

File Name:

Final Action:

Title: Consideration of a Sole Source Purchase from Aqua Management Partners in the amount of \$40,000
City Council is requested to approve a sole source purchase from Aqua Management Partners in the amount of \$40,000 for tablet feeders for the Aquatic Center at High Point City Lake Park and authorize the appropriate City Official(s) to execute all necessary documents.
(Recommended by Finance Committee)

Notes:

Sponsors:

Enactment Date:

Attachments: Sole Source- Aqua Management Partners

Enactment Number:

Contact Name:

Hearing Date:

Drafter Name: sandra.keeney@highpointnc.gov

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
---------------	--------------	-------	---------	----------	-----------	-----------------	---------

CITY OF HIGH POINT

AGENDA ITEM



TITLE: Parks & Recreation Sole Source – Aqua Management Partners	
FROM: Lee Tillery, Parks and Recreation Director	MEETING DATE: August 21, 2023
PUBLIC HEARING: n/a	ADVERTISED DATE/BY: n/a
ATTACHMENTS: Attachment A – Sole Source Recommendation Form Attachment B – Aqua Management Partners Exclusive Provider Info Attachment C – Aqua Management Partners Chemical Pricing	

PURPOSE: The sole source purchase of Accu-Tab and Acid-Rite erosion tablet feeders manufactured by Aqua Management Partners for the City Lake Park pool system.

BACKGROUND: The aquatic center at High Point City Lake Park utilizes Accu-Tab and Accu-Rite erosion tablet feeder systems to disperse chlorine and sodium bisulfate acid, which helps to control the pH levels in the water. The tablet feeder systems improve water quality and are less dangerous than traditional dispenser systems. Aqua Management Partners (AMP), a division of PurAqua Products, is the exclusive manufacturer of the Accu-Tab and Accu-Rite feeders and will be the sole source of the tablets as well. Utilizing the AMP Chemicals Pricing Sheet and the current rate usage at the facility, we estimate a cost of \$40,000 for the full Fiscal Year 2023-24. The \$40,000 request would cover the end of the current pool season (August-September 2023) and the beginning of next year's pool season (May-June 2024).

BUDGET IMPACT: Funds for this project were appropriated in the operating expenditures of the 2023-24 Parks and Recreation budget.

RECOMMENDATION / ACTION REQUESTED: Staff recommends City Council approve sole source recommendation and purchase of tablet feeders from Aqua Management Partners in the amount of \$40,000.

Financial Services

Purchasing Division



Requisition #

CITY OF HIGH POINT
SOLE SOURCE JUSTIFICATION FORM
 (For Items Costing \$10,000.00 or More)
 Statutory Reference N.C.G.S. 143-129(e)6

Vendor: Aqua Management Partners

Item(s): Chlorine and Acid Tablets for High Point City Lake Pool

Justification:

The aquatic center at High Point City Lake Park utilizes the Accu-Tab and Acid-Rite erosion tablet feeders that are manufactured by Aqua Management Partners. Aqua Management Partners is the exclusive manufacturer of these feeders, therefore we must purchase the tablets from them as well.

Estimated expenditure for the above item(s): \$40,000

Accounting Unit and Account(s):

101431-526101

CHECK ALL ENTRIES BELOW THAT APPLY TO THE PROPOSED PURCHASE.
 ATTACH A MEMO CONTAINING JUSTIFICATION AND SUPPORT DOCUMENTATION.

1. ☐ Performance or price competition for a product are not available.
2. ☒ A needed product is available from only one source of supply.
3. ☐ Standardization or compatibility is the overriding consideration.
4. ☐ The parts/equipment are required from this source to permit standardization.
5. ☐ None of the above applies. A detailed explanation and justification for this sole source request is contained in attached memo and support documentation.

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

Department Head/Authorized Personnel

Department/Division

Parks & Recreation

Date

7/5/2023

APPROVAL PROCESS

Purchasing Manager

Candy E. Harmon

Digitally signed by Candy E. Harmon
Date: 2023.07.11 13:07:15 -04'00'

Financial Services Director

Bobby Fitzjohn

Digitally signed by Bobby Fitzjohn
Date: 2023.07.11 13:57:00 -04'00'

City Council (\$30,000 – Up)

• [Home](#)

About us - Aqua Management Partners

ABOUT US

Our Mission

We create customized solutions for superior water management.

Aqua Management Partners is a division of PurAqua Products Inc. We are the exclusive manufacturer of Accu-Tab® and Acid-Rite® erosion tablet feeders. We are part of the Paddock Group of FAMILY-owned businesses, and we can draw on the experience of our strategic partners to provide the best solutions to our customers. We are uniquely qualified to provide commercial pool solutions ranging from the main drain to deck drains, pump rooms, controllers, and everything in between.

Aqua Management Partners provide their customer with the best opportunity for balanced, clarity, and the safest water possible to enhance the pool experience for young and old. We provide the best quality chemicals to balance pools supported by the newest technology in dispensing equipment.

There is no job too small or too large for our service team. We have over fifty years of experience to match all aspects of pool repairs.

AMP is here to meet all of your service needs!



pool management 1



pool water treatment



CHEMICALS

PRODUCT	UOM	CURRENT COST	NEW COST
Accu-Tab® Blue SI Tablets	60# Pail	\$187.84	N/A
Acid-Rite® Tablets	45# Pail	\$143.25	N/A
Sodium Bicarbonate Powder	50# Bag	\$44.31	N/A
Cyanuric Acid (Stabilizer) Granular	100# Drum	\$205.29	N/A
Muriatic Acid	4 Gal/Case	\$42.29	N/A
Calcium Hypochlorite Granular, 68%	100# Pail	\$230.65*	N/A
Calcium Hypochlorite Granular, 68%	50# Pail	\$177.60	N/A
Calcium Chloride Flake	50# Bag	\$40.63	N/A
Sodium Thiosulfate Powder	50# Bag	\$72.62	N/A
Sodium Carbonate (Soda Ash) Powder	50# Bag	\$52.96	N/A
Black Algae Granular	2# Bottle	\$32.46	N/A

* Due to continuing supply issues with granular calcium hypochlorite, this product is not currently available.



City of High Point

Municipal Office Building
211 S. Hamilton Street
High Point, NC 27260

Master

File Number: 2023-393

File ID: 2023-393

Type: Miscellaneous Item

Status: To Be Introduced

Version: 1

Reference:

In Control: Finance Committee

File Created: 08/11/2023

File Name:

Final Action:

Title: Consideration of a Sole Source Request for Implementation Services with Harris Utilities in the amount of \$366,030
City Council is requested to approve a Sole Source request for implementation services with Harris Utilities in the amount of \$366,030 to integrate customer integrated systems (CIS) with other advance metering infrastructure (AMI) and authorize the appropriate City Official(s) to execute all documents. (Recommended by Finance Committee)

Notes:

Sponsors:

Enactment Date:

Attachments: Implementation Services - Harris Utilities

Enactment Number:

Contact Name:

Hearing Date:

Drafter Name: sandra.keeney@highpointnc.gov

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
---------------	--------------	-------	---------	----------	-----------	-----------------	---------

CITY OF HIGH POINT

AGENDA ITEM



TITLE: Cayenta AMI Integration	
FROM: Jeremy Coble – Customer Service Director	MEETING DATE: 8/21/23
PUBLIC HEARING: N/A	ADVERTISED DATE/BY: N/A
ATTACHMENTS: Cayenta SOW	

PURPOSE: The City's objective is to enlist the services of Harris Utilities (Cayenta) to integrate our customer integrated system (CIS) with other AMI software platforms.

BACKGROUND: Currently, the city is engaged in the deployment of Advanced Metering Infrastructure (AMI) with the aim of augmenting the efficiency of its Electric and Water Utility services. This significant undertaking is poised to yield valuable data, subsequently improving utility operations, and elevating the overall customer experience. To effectively leverage the AMI technology, seamless configuration, and integration of the city's CIS, Cayenta, with other AMI-related platforms will be required.

BUDGET IMPACT: Funding is available in Electric Capital Projects Fund.

RECOMMENDATION/ACTION REQUESTED: Staff recommends that Harris Utilities be approved for implementation services \$366,030.00.

Financial Services

Purchasing Division



Requisition #

CITY OF HIGH POINT
SOLE SOURCE JUSTIFICATION FORM
 (For Items Costing **\$10,000.00 or More**)
 Statutory Reference N.C.G.S. 143-129(e)6

Vendor: **Harris Utilities**

Item(s): **Cayenta Intergration**

Justification:

The City's objective is to enlist the services of Harris Utilities (Cayenta) to integrate our customer integrated system (CIS) with other AMI software platforms.

Estimated expenditure for the above item(s): **\$366,030.00**

Accounting Unit and Account(s):

631799 533701

CHECK ALL ENTRIES BELOW THAT APPLY TO THE PROPOSED PURCHASE.
ATTACH A MEMO CONTAINING JUSTIFICATION AND SUPPORT DOCUMENTATION.

1. ☒ Performance or price competition for a product are not available.
2. ☒ A needed product is available from only one source of supply.
3. ☒ Standardization or compatibility is the overriding consideration.
4. ☐ The parts/equipment are required from this source to permit standardization.
5. ☐ None of the above applies. A detailed explanation and justification for this sole source request is contained in attached memo and support documentation.

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

Department Head/Authorized Personnel

Jeremy Coble

Digitally signed by Jeremy Coble
 Date: 2023.08.11 09:41:24 -04'00'

Department/Division

Customer Service

Date

8/11/23

APPROVAL PROCESS

Purchasing Manager

Candy E. Harmon

Digitally signed by Candy E. Harmon
 Date: 2023.08.11 13:06:56 -04'00'

Financial Services Director

Bobby Fitzjohn

Digitally signed by Bobby Fitzjohn
 Date: 2023.08.11 14:07:31 -04'00'

City Council (\$30,000 – Up)

Software License and Services Agreement

This **Software License and Services Agreement** (the "**Agreement**"), is entered into on [REDACTED] (the "**Effective Date**") by and between **City of High Point ("Organization")** and **N. Harris Computer Corporation ("Harris")**, having the respective principal places of business provided herein.

NOW THEREFORE, in consideration of the mutual covenants and obligations contained here and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

ARTICLE I INTERPRETATION

1.1 Definitions.

The following terms shall have the meaning set out below; all other capitalized terms not otherwise defined in this Section shall have the meaning set forth in the Agreement:

- (a) "**Affiliates**" in reference to Harris, means any other legal entity that: (a) directly or indirectly controls or is controlled by Harris; or (b) is directly or indirectly controlled by a legal entity that also directly or indirectly controls Harris. A legal entity controls another legal entity if that first legal entity has the power to direct or cause the direction of the management of the other legal entity, whether directly or indirectly, through one or more intermediaries or otherwise, and whether by ownership of shares or other equity interests, the holding of voting rights or contractual rights, by being the general partner of a limited partnership, or otherwise.
- (b) "**Annual Subscription Fees**" means the recurring annual subscription fees payable to Harris by Organization for the access and use of the Cayenta Products, as more particularly set out in a CS Order.
- (c) "**Aggregated Statistics**" means data and information related to Organization's use of the Cayenta Services to be used by Harris in an aggregate and anonymized manner, including for the purpose of compiling statistical and performance information related to the provision and operation of the Cayenta Services.
- (d) "**Authorized User(s)**" means an employee or agent of Organization: (i) who has been authorized by Organization to access and use the Cayenta Services pursuant to this Agreement; and (ii) for whom access to the Cayenta Services has been purchased hereunder.
- (e) "**Cayenta Products**" means collectively or singularly, as applicable, the Software and the Cayenta Services.
- (f) "**Cayenta Services**" or "**CS**" means the subscription-based services selected by Organization and set out in a CS Order which are proprietary to Harris or that are Third-Party Products resold by Harris to Organization. The Cayenta Services are comprised of **any one or all** of the following: hosting, monitoring, operating and maintaining the Software on the Third-Party Platform, providing the Support Services and providing storage of Organization Data, all as more particularly set out in a CS Order,
- (g) "**CS Order**" means the CS order form that sets out the particulars of the Cayenta Services to be provided by Harris and the associated Fees and which forms part of this Agreement.

(h) **“CEP User(s)”** means each of Organization’s customers who access and use the Customer Engagement Portal.

(i) **“CEP User Agreement”** means the terms and conditions between Organization and CEP Users that govern CEP Users’ use of the Customer Engagement Portal and which shall be either: (i) in a form prepared by Organization, provided such form is at least as protective of Harris as the terms and conditions of this Agreement, or (ii) in a form provided by Harris, if so requested by Organization.

(j) **“Change Order”** means any duly executed change order between the Organization and Harris evidencing agreement to add, subtract or change particular aspects of the Cayenta Services.

(k) **“Completion of Services”** has the meaning given to it by the Professional Services Agreement.

(l) **“Confidential Information”** shall mean the Software, and any information which is confidential in nature or that is treated by Harris as being confidential which is disclosed by Harris or obtained by Customer in connection with this Agreement, whether such information is in oral, written, graphic or electronic form, which: is (i) marked "Confidential," "Restricted," or "Proprietary Information" or other similar marking, (ii) known by the Customer to be considered confidential or proprietary, such as the Software, or (iii) which should be known or understood to be confidential or proprietary by an individual exercising reasonable commercial judgment in the circumstances. Confidential Information does not include information to the extent that such information: (i) is or becomes generally known to the public by any means other than a breach of the obligations of a receiving party hereunder; (ii) was previously known to the receiving party as evidenced by its written records; (iii) is rightly received by the receiving party from a third party who is not under an obligation of confidentiality; or (iv) is independently developed by the receiving party’s employees or independent contractors who have not had access to or use of the other party’s Confidential Information which such independent development can be established by evidence that would be acceptable to a court of competent jurisdiction.

(m) **“Customer Engagement Portal”** or **“CEP”** means the Harris self-service web portal known as “SilverBlaze” which can be configured by an Authorized User to perform administrative functions and made available to CEP Users by Organization through the Internet.

(n) **“Data Protection Requirements”** means the GDPR, Local EU/EEA Data Protection Laws, and any applicable laws, regulations, and other legal requirements relating to (i) privacy and data security; and (ii) the use, collection, retention, storage, security, disclosure, transfer, disposal, and other processing of any personal information, as ‘personal information’ is defined by the applicable “Data Protection Requirements”.

(o) **“Direct Organization-Third-Party Agreement”** means the agreement entered into by Organization and a service provider of Third-Party Products that governs the access and use of such Third-Party Products and to which agreement Harris is not a party.

(p) **“Documentation”** means the Harris user manuals, handbooks, guides, educational materials, product descriptions and specifications, technical manuals, and other information relating to the Cayenta Services either distributed in hard copy form or electronically and available at <http://wiki.cayenta.com>.

(q) **“Fees”** means collectively and singularly, the Annual Subscription Fees and any other fees due to Harris by Organization under this Agreement.

(r) **“Organization Confidential Information”** means non-public information or material disclosed by Organization to Harris during the Term that is (i) marked “Confidential”; or (ii) should reasonably be known

or understood to be confidential by an individual exercising reasonable commercial judgment in the circumstances. Organization Confidential Information does not include information to the extent that such information: (i) is or becomes generally known to the public by any means other than a breach of the obligations of Harris; (ii) was previously known to Harris; (iii) is rightly received by Harris from a third party who is not under an obligation of confidentiality; or (iv) is independently developed by Harris without reference to or use of Organization Confidential Information. Organization Confidential Information does not include Organization Data.

(s) **“Organization Data”** means information, data (other than Aggregated Statistics), and other content, in any form or medium, that is submitted, posted, or otherwise transmitted by or on behalf of Organization or any other Authorized User through the Cayenta Services, including but not limited to personal information or personally identifiable information of Organization’s customers.

(t) **“Pass-Through Terms”** means those Third-Party Terms set out in Schedule C that govern use of the Third-Party Products set out in Schedule C, and as such Third-Party Terms maybe revised from time to time.

(u) **“Professional Service(s)”** means the implementation, training, consulting, data conversion and other professional service(s) provided by Harris as described in a Statement of Work.

(v) **“Professional Services Fees”** means the fees to be paid by Organization for the Professional Services as set out in the applicable CS Order.

(w) **“Protected IP”** means any and all components of the Cayenta Services, the Software, the Documentation, and any and all related intellectual property, whether provided to or accessible by Organization in connection with the foregoing, and whether such intellectual property is proprietary to Harris or to its vendors, service providers or licensors.

(x) **“Service Level Agreement”** or **“SLA”** means Harris’ service level agreement that is attached as Schedule B to this Agreement, as revised from time to time.

(y) **“Service Level Failure”** has the meaning given to it in the Service Level Agreement.

(z) **“Software”** means the software product(s) that are owned by Harris and made available through the Cayenta Services or licensed to Organization, as applicable and as set out in a CS Order. “Software” includes Harris APIs and the Customer Engagement Portal. “Software” does not include Third-Party Products.

(aa) **“Statement of Work”** or **“SOW”** means the statement of work attached as Schedule D or any future statement of work executed by the parties from time to time, each of which is governed by and integrated into this Agreement and each of which sets out the Professional Services to be provided by Cayenta.

(bb) **“Support Services”** means customer support services that are described in Schedule A in respect of the Cayenta Services. “Support Services” excludes the support of: (i) Professional Services; and/or (ii) Out-of-Scope Services (as defined in Schedule A).

(cc) **“Third-Party Platform”** means the third-party cloud infrastructure through which Harris hosts the Software and delivers the Cayenta Services, being, as of the Effective Date, Microsoft Azure®.

(dd) **“Third-Party Products”** means applications, software, infrastructure, services, documents, data,

content, specifications, products, equipment, hardware, or components that are incorporated into, accessible through or that interoperate with the Cayenta Services and that are not proprietary to Harris. “Third-Party Products” includes, without limitation, the Third-Party Platform.

(ee) “**Third-Party Terms**” means the terms and conditions that govern the use of the Third-Party Products, and as such terms and conditions may be revised from time to time. There are two types of Third-Party Terms: (i) the Pass-Through Terms; and (ii) the Direct Organization-Third-Party Agreement.

(ff) “**Usage Limits**” means the usage applicable to the CS as set out in the most current CS Order, including without limitation, data storage limits, data export limits, number of Authorized Users, and any other usage restrictions described in the Documentation or set out in the applicable CS Order.

1.2 Schedules.

The following schedules (“**Schedules**”) are appended to and form an integral part of this Agreement:

Schedule A –Support Services

Schedule B - Service Level Agreement [RESERVED]

Schedule C – Third Party Terms [RESERVED]

Schedule D – Statement of Work

(With each referenced schedule being a “**Schedule**”, and each referenced appendix being an “**Appendix**” or collectively “**Appendices**”.)

In the event of a conflict or inconsistency between the terms and conditions in the main body of this Agreement and the terms and conditions in the Schedules, the terms and conditions of the main body of this Agreement shall control, (a) unless otherwise expressly stated in the provision giving rise to the conflict or inconsistency; and (b) except in the case of Schedule C, the Appendices of which shall control with respect to the applicable Third-Party Terms.

ARTICLE II CAYENTA PRODUCTS AND PROFESSIONAL SERVICES

2.1 Grant of Licenses. Subject to and conditional upon Organization’s compliance with the terms and conditions of this Agreement, Harris hereby grants Organization a personal, non-exclusive, non-transferable and limited right and license to use the Software in object code format during the Term for its internal business purposes in accordance with the applicable CS Order. Customer acknowledges and agrees that access to the Software is licensed for the Term and not sold.

2.2 Access and Use. Subject to and conditional upon Organization’s payment of Fees and compliance with all other terms and conditions of this Agreement, Harris hereby grants Organization a revocable, non-exclusive, non-transferable, limited right to access and use the Cayenta Services solely by Authorized Users in accordance with the terms and conditions of this Agreement. Such access and use are limited to Organization’s internal business purposes and are subject to the Usage Limits. If Organization wishes to increase the Usage Limits, the parties shall execute a new

CS Order which shall set out adjustments to the Usage Limits and the applicable adjustment of Fees.

- 2.3 Documentation License.** Harris hereby grants to Organization a non-exclusive, non-sub-licensable, non-transferable license to use the Documentation during the Term solely for the purpose of creating and using internal training materials relating to the Cayenta Products.
- 2.4 Customer Engagement Portal.** A CEP User must be bound by a CEP User Agreement prior to Organization granting such CEP User Customer Engagement Portal access or use. In addition, in granting CEP Users access and use rights in respect of the Customer Engagement Portal, Organization shall:
- (a) comply with applicable laws, including without limitation those related to privacy and data security;
 - (b) protect the Customer Engagement Portal from unauthorized access and use, including through implementation and maintenance of best industry standard security and privacy protection measures;
 - (c) implement and maintain CEP User login and password protocols;
 - (d) ensure that all credentials used by CEP Users are time-limited and will expire when no longer reasonably necessary; and
 - (e) limit access by each CEP User to information regarding only such CEP User's accounts.
- 2.5 Reservation of Rights.** Harris reserves all rights not expressly granted to Organization in this Agreement. Except for the limited rights and licenses expressly granted under this Agreement, nothing in this Agreement grants, by implication, waiver, estoppel, or otherwise, to Organization or any third party any intellectual property rights or other right, title, or interest in or to the Protected IP.
- 2.6 Third-Party Products.** The Third-Party Products are provided as components of the CS and are governed by the Third-Party Terms. Access and use of the Third-Party Products listed in Schedule C are governed by the Pass-Through Terms. Organization shall comply with the most current Pass-Through Terms and is responsible to review all updates and revisions of the Pass-Through Terms. Unless a Third-Party Product is listed in Schedule C and its corresponding Pass-Through Terms set out in an Appendix to Schedule C, then the access and use terms governing such Third-Party Product will be pursuant to a Direct Organization-Third-Party Agreement.
- 2.7 Service Levels.** Subject to the terms and conditions of this Agreement, Harris shall use commercially reasonable efforts to make the Cayenta Services available in accordance with the Service Level Agreement.
- 2.8 Condition Precedent - Statement of Work.** The execution by the parties of a statement of work pursuant to the Professional Services Agreement detailing the Professional Services required to implement the Cayenta Services is a condition precedent to the effectiveness of this Agreement.

Such statement of work shall be entered into no later than contemporaneously with the execution of this Agreement.

- 2.9 Aggregated Statistics.** Notwithstanding anything to the contrary in this Agreement, Harris may monitor Organization's use of the Cayenta Services and collect and compile Aggregated Statistics. All right, title and interest in the Aggregated Statistics, and all intellectual property rights therein belong to and are retained solely by Harris. Organization acknowledges that Harris may compile Aggregated Statistics based on Organization Data input into the Cayenta Services. Organization agrees that Harris may (i) make Aggregated Statistics publicly available in compliance with applicable law, and (ii) use Aggregated Statistics to the extent and in the manner permitted under applicable law provided that such Aggregated Statistics do not identify Organization or Organization's Confidential Information.

2.10 Professional Services.

- (a) Subject to the terms and conditions of this Agreement, Harris shall provide the Professional Services to Organization in accordance with Schedule D
- (b) Harris shall perform the Professional Services in an efficient, competent and timely manner and exercise reasonable care, skill and diligence in the performance thereof. Harris shall determine in its sole discretion the manner and means by which the Professional Services shall be performed. Harris will communicate openly with Customer in its methodology, manner and means.

**ARTICLE III
FEES AND PAYMENT**

3.1 Fees.

- (a) In consideration of receiving the Cayenta Services, Organization agrees to pay to Harris the Fees described in the CS Order, without setoff or deduction. Annual Subscription Fees may increase on an annual basis by the greater of the following: (i) CPI, being the most recently published 12-month rate of change in the OECD Consumer Prices All Items – Total Index for the United States, expressed as a percentage; and (ii) five percent (5%).
- (b) Unless otherwise set out in a CS Order, the Cayenta Services are purchased as subscriptions.
- (c) The Fees are exclusive of taxes. Organization agrees to pay all foreign, federal, state, provincial, county or local income taxes, value added taxes, use, personal, property sales and any other taxes, tariff, duty or similar charges that may be levied by a taxing authority (excluding taxes on Harris' net income). Organization will provide Tax-Exempt document as appropriate to justify waiver from certain taxes.
- (d) If any Fees remain unpaid for thirty (30) days after the due date set out in an invoice, and in any event within ten (10) days of receiving written notice of outstanding Fees, Harris may assess a finance charge of one and one-half percent (1.5%) per month, or such maximum rate allowed by law, on any outstanding portion of the Fees. In addition, Organization shall be liable for any

expenses reasonably incurred by Harris in collecting amounts owed by Organization under this Agreement.

- (e) If Organization fails to make any payment when due in accordance with a CS Order, then, without limiting Harris' other rights and remedies, Harris may in its sole discretion suspend the Cayenta Services, including all Organization access to the Cayenta Services, pursuant to Section 12.3.

3.2 Audit Rights and Required Records. The Fees will be calculated by the Harris on an annual basis through an automatic audit process. Notwithstanding, Organization agrees to maintain complete and accurate records in accordance with generally accepted accounting principles during the Term and for period of three (3) years after the termination or expiration of this Agreement with respect to matters necessary for accurately determining amounts due hereunder. Harris may, at its own expense, on reasonable prior notice, periodically inspect and audit Organization's records with respect to matters covered by this Agreement, provided that if such inspection and audit reveals that Organization has underpaid Harris with respect to any amounts due and payable during the Term, Organization shall promptly pay the amounts necessary to rectify such underpayment, together with interest in accordance with Section 3.1(d). Such inspection and auditing rights will extend throughout the Term of this Agreement and for a period of three (3) years after the termination or expiration of this Agreement.

ARTICLE IV TERM

4.1 Term.

(a) **Initial Term.** The initial term of this Agreement will be for a period of ten (10) years commencing on the Effective Date (the "**Initial Term**"), unless terminated in accordance with Article 12.

(b) **Extended Term.** Harris will deliver written notice of its then current Fees at least one twenty (120) days prior to the end of the Initial Term. Customer will provide written notice to Harris at least sixty (60) days prior to the end of the Initial Term if it intends to renew this Agreement for an additional five (5) year period (the "**Renewal Term**").

(c) The Initial Term and Extended Term will together be referred to as the "**Term**".

ARTICLE V USE RESTRICTIONS, AUTHORIZED USER ACCEPTANCE CRITERIA

5.1 Use Restrictions. Organization shall not and shall not permit any other person to access or use the Cayenta Products or Documentation except as expressly permitted by this Agreement and, in the case of Third-Party Products or Third-Party Software, the applicable third-party license agreement, use rights or governing use terms. For purposes of clarity and without limiting the generality of the foregoing, Organization shall not, except as this Agreement expressly permits:

- (a) either directly or indirectly, and will not permit any Authorized User, to modify or create derivative works of the Cayenta Products or Documentation, in whole or in part;
- (b) give away, rent, lease, lend, sell, re-sell, license, sublicense, assign, distribute, publish, transfer, or otherwise make available the rights granted under this Agreement to access and use the Cayenta Products or the Documentation;
- (c) remove any proprietary notices from the Cayenta Products or Documentation, or use the Cayenta Products or Documentation in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person, or that violates any applicable law;
- (d) reverse engineer, decompile, translate or otherwise attempt to derive, or permit or help others to derive the source code relating to all or any part of the software components of the Cayenta Products, or attempt to otherwise convert or alter the software components of the Cayenta Products into human readable code, except to the extent applicable law expressly prohibits the foregoing restriction;
- (e) duplicate Documentation, except for Organization's internal use and so long as all required proprietary markings are retained on all duplicated copies;
- (f) use the Cayenta Products other than in accordance with the Documentation, including but not limited to entering Organization Data other than through Harris APIs or Authorized User interface;
- (g) provide access to or use of the Cayenta Products or the Documentation to any third party, other than duly authorized agents or employees of Organization authorized pursuant to this Agreement;
- (h) copy, frame or mirror any part or content of the Cayenta Products;
- (i) access the Cayenta Products in order to: (i) build a competitive product or service; (ii) copy any features, functionality, database, table schemas, Cayenta Products architecture, or graphics of the software components of the Cayenta Products; or (iii) knowingly allow access to any competitor of Harris;
- (j) bypass or breach any security device or protection used by the Cayenta Products or Documentation or access or use the Cayenta Products or Documentation other than by an Authorized User through the use of his or her own then valid access credentials;
- (k) transmit, upload, post, distribute, store or otherwise publish, through use of the Cayenta Products, any data, material or information that: (A) contains a software virus, Trojan horse, worm or other harmful or deleterious computer code, files or programs that may adversely affect Harris systems, or that intercepts or misappropriates any data or information; (B) is threatening, defamatory, libelous, harassing, profane, is an invasion of privacy, offensive, obscene or harmful; (C) infringes or otherwise violates any patent, copyright, trademark, trade secret or other intellectual property or proprietary right of any third party; (D) violates any law, statute, ordinance or regulation; or (E) includes unsolicited bulk e-mails, advertisements or solicitations;

- (l) transmit any data to the Cayenta Products that contains software viruses or other harmful or deleterious computer code, files or programs;
- (m) interfere with or disrupt Cayenta Products or networks connected to Cayenta Products or attempt to gain unauthorized access to the Cayenta Products or such services or networks connected to the Cayenta Products;
- (n) use the Cayenta Products to store or transmit any material that is infringing, libelous, an invasion of privacy, obscene, offensive, harmful, illegal or would otherwise violate or infringe the rights of any third party; or
- (o) provide to any third party the results of using the Cayenta Products for the purposes of monitoring its availability, performance, functionality, benchmarking or competitive analysis.

5.2 Authorized User Acceptance Criteria. Harris reserves the right to have additional Authorized User acceptance criteria that may be applied to Authorized Users prior to their ability to have access to the Cayenta Products. Harris shall inform Organization of such criteria, but Harris shall be free to implement such criteria at any time without prior written notice to the Organization and/or to Authorized Users. Where Authorized Users do not accept such and/or agree to such criteria, Harris reserves its rights to not grant to such Authorized Users access to the Cayenta Products. Harris reserves its rights to restrict Authorized User access to the Cayenta Products for any violation of any additional terms and conditions to which such Authorized Users agree to access the Cayenta Products.

ARTICLE VI THIRD-PARTY PRODUCTS

6.1 Availability. Organization acknowledges that in order to provide the Cayenta Products, Harris may be required to purchase, license or subscribe to Third-Party Products. Organization further acknowledges that the availability of such Third-Party Products is based solely on the best information available to Harris and its service providers as of the Effective Date including third party representations and government regulations and is subject to change during the Term with little or no advance notice. If any necessary Third-Party Products are determined by Harris to be unavailable as a result of changes to availability, governmental regulations or other condition or circumstance outside of Harris's control, then (i) Harris shall not be in breach hereof or otherwise liable for any failure or inability to provide the Cayenta Products as a result of such unavailability of any Third-Party Products; and (ii) Harris may in its sole discretion modify, change or replace the applicable Third-Party Products and otherwise attempt to mitigate the impact of the such unavailability of Third-Party Products, subject to Organization's right to terminate set out in Section 12.4.

6.2 Organization Data Storage Location. Organization shall select the regions in which the Organization Data is to be stored, in accordance with the Third-Party Terms applicable to the Third-Party Platform ("**Third-Party Platform Terms**"), a link to which will be provided this Appendix C-1. Local laws will apply to the Organization-selected region of Organization Data storage. To the extent permitted by applicable law and except as described in the Third-Party Platform Terms, Organization Data that the Third-Party Platform processes on Organization and Harris' behalf may be transferred to, and stored and processed, in the United States or any other country in which Third-Party Platform or its service providers maintain facilities. Organization appoints Harris and Third-Party Platform to perform any such transfer of Organization Data to any such country and to

store and process Organization Data to provide the Cayenta Services. Harris shall use commercially reasonable efforts to work with Third-Party Platform personnel to configure the Cayenta Services to store Organization Data on virtual machines using locally-redundant storage.

ARTICLE VII ORGANIZATION RESPONSIBILITIES

- 7.1 Cooperation by Organization.** Organization acknowledges that the success and timeliness related to access to the Cayenta Products and the Support Services, shall require the active participation and collaboration of Organization and its staff and agrees to act reasonably and co-operate fully with Harris as required.
- 7.2 Organization Equipment.** Organization agrees that it shall be responsible, at its sole expense, for providing all Internet access, including but not limited to obtaining, installing and maintaining all equipment, hardware, network, Internet or direct telecommunications connections and software applications, including web browsers, at Organization's facilities required for Authorized Users to access and use the Cayenta Products. Harris shall not be responsible for the operation of any Internet, network or other communication services. Organization further acknowledges that access to and the operation of the Cloud Services requires Organization's and Authorized Users' hardware to be of sufficient quality, condition and repair, and Organization agrees to ensure that Authorized Users maintain their applicable hardware in the appropriate quality, condition and repair at its sole cost and expense. These requirements may also be necessary in order to facilitate the achievement of completion of any Support Services.
- 7.3 Passwords.** Organization agrees to comply with all Harris security policies and procedures as provided to it and amended from time to time. Organization and its Authorized Users shall be responsible for keeping secret and confidential any and all passwords and Authorized User IDs assigned to its Authorized Users. Organization agrees that it is and shall remain solely and completely liable for any communications or other uses that are made using Organization's or its Authorized Users' passwords and Authorized User IDs, as well as any obligation that may result from such use. Organization agrees to notify Harris in writing if it believes that a password has been stolen or might otherwise be misused. Organization agrees to notify Harris immediately of any unauthorized use of any password or Authorized User ID or any other breach of security suspected by Organization.
- 7.4 Authorized Users.** Organization, not Harris, shall be responsible for creating and maintaining all Authorized User account information and for performing all other system administration functions that are available within the Cayenta Products. Organization is responsible for: (i) the actions of Authorized Users using the Cayenta Products; (ii) ensuring that Authorized Users agree to any further terms and conditions as may be provided by Harris from time to time for Authorized Users; and (iii) informing Harris of any information about Authorized Users' actions that may affect the Cayenta Products, or Third Party-Products contained in or used by the Cayenta Services, or Harris' ability to provide the Cayenta Services as contemplated by this Agreement.
- 7.5 Compliance with Applicable Laws.** Organization represents to Harris that it and its Authorized Users will at all times be in compliance with all applicable local, regulatory, state, provincial, federal and international laws including but not limited to those laws regarding restrictions on exports, defamation, libel, harm to reputation, invasion of privacy, Data Protection Requirements, misuse or failure to protect personal information of any category or definition, violation of secrecy, confidentiality, unfair competition and other situations which could generate liability ("**Applicable**

Laws"). Organization is responsible for obtaining any necessary license or other authorization to export, re-export, or transfer the CS. Organization represents that it, its Authorized Users and CEP Users, and financial institutions used to pay Harris under this Agreement, are not named on any list of prohibited or restricted parties, including but not limited to a U.S. government exclusion list, designated nationals or similar list. Organization further warrants that it shall immediately discontinue use of the CS if Organization or any Authorized User or CEP User is placed on any such list and shall immediately discontinue any use of the Software Services by any customer of Organization that becomes placed on such list.

7.6 Suitability and Required Authorizations. Organization is responsible for determining whether the Cayenta Products are suitable for its purposes, including for its compliance with Applicable Laws. Organization shall determine whether the technical and organizational measures of the Cayenta Products meet Organization's requirements, including Organization's security obligations under Data Protection Requirements. Organization acknowledges and agrees that (taking into account the state of the art, the costs of implementation, and the nature, scope, context and purposes of the processing of its personal information as well as the risks to individuals) the security practices and policies implemented by Harris and its service providers provide a level of security appropriate to the risk with respect to its personal information.

7.7 Organization Data Security. Organization acknowledges and agrees that use of or connection to the Internet is inherently insecure and provides opportunity for unauthorized access by a third party to Organization's and its Authorized Users' and CEP Users' computer systems, networks, as well as Cayenta Services, and any and all information stored therein. Organization will not input or provide such content or Data unless Harris has first agreed in writing to implement additional required security measures. Organization is solely responsible for and maintaining privacy protections and security measures for components that Organization provides or controls, including without limitation, (a) application level privacy and security settings within the Software and (b) ensuring that (c) Organization's computer systems are secure and protected from unwanted interference (such as "hackers" and viruses), (d) all transmissions are screened for viruses or other harmful code prior to transmission to Cayenta Services; and (e) Organization Data is encrypted, meaning that it is transmitted through secure FTP or other secure transmission mechanism.

ARTICLE VIII SUPPORT SERVICES

8.1 Support Services. Subject to the terms and conditions of this Agreement, Harris shall provide the Support Services in accordance with Schedule A.

8.2 Manner of Performance. Harris shall perform the Support Services in an efficient, competent and timely manner and exercise reasonable care, skill and diligence in the performance thereof. Harris shall determine in its sole discretion the manner and means by which the Support Services shall be performed, with due consideration of adequate knowledge transfer to Organization personnel. Harris will communicate openly with Organization in its methodology, manner and means.

ARTICLE IX REPRESENTATIONS AND WARRANTIES

9.1 Harris Warranty. Harris represents and warrants that the Cayenta Products will conform in all material respects with the Documentation when accessed and used in accordance with the

Documentation and with the terms of this Agreement. The foregoing limited warranty will not apply if there has been modification, or use of the Cayenta Products with software or hardware not provided or recommended by Harris. Organization's sole remedy in the event the Cayenta Products do not conform to the foregoing limited warranty is for Harris to use commercially reasonable efforts to correct such non-conformance.

9.2 Authority to Contract Warranty. Each party represents to the other and affirms that it has the full right and authority to enter into, execute, and perform its obligations under this Agreement and that no pending or threatened claim or litigation known to it would have a material adverse impact on its ability to perform its obligations under this Agreement.

9.3 Warranty Disclaimer

- (a) **EXCEPT TO THE EXTENT SET OUT IN THE SERVICE LEVEL AGREEMENT AND IN SECTION 9.1 ABOVE, ORGANIZATION ACCEPTS THE CAYENTA PRODUCTS, THE DOCUMENTATION, AND THE SUPPORT SERVICES "AS IS" AND AS AVAILABLE, WITH NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NONINFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS, OR ANY IMPLIED WARRANTY ARISING FROM STATUTE, COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING: (I) HARRIS DOES NOT REPRESENT OR WARRANT THAT THE CAYENTA PRODUCTS WILL PERFORM WITHOUT INTERRUPTION OR ERROR; (II) HARRIS MAKES NO WARRANTY OF ANY KIND THAT THE PROTECTED IP OR THE CAYENTA PRODUCTS WILL MEET ORGANIZATION'S OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE OR ERROR FREE; AND (III) HARRIS DOES NOT REPRESENT OR WARRANT THAT THE CAYENTA PRODUCTS ARE SECURE FROM HACKING OR OTHER UNAUTHORIZED INTRUSION OR THAT ORGANIZATION DATA WILL REMAIN PRIVATE OR SECURE.**
- (b) **WITHOUT LIMITING THE FOREGOING, HARRIS DOES NOT MAKE ANY REPRESENTATIONS OR WARRANTIES WHATSOEVER WITH REGARD TO PRODUCTS OR SERVICES FROM THIRD PARTIES (INCLUDING WITHOUT LIMITATION THE THIRD-PARTY PRODUCTS, THE THIRD-PARTY PLATFORM, THE HARDWARE, THE OPERATION OF THE INTERNET, NETWORK OR OTHER COMMUNICATION SERVICES) AND ASSUMES NO RESPONSIBILITY OR LIABILITY WITH RESPECT TO THE FOREGOING OR THE APPROPRIATENESS OF ORGANIZATION'S DATA MANAGEMENT SYSTEM OR THE ACCURACY OF DATA CONTAINED IN SUCH SYSTEM.**
- (c) **HARRIS DOES NOT GUARANTEE THE PRIVACY, SECURITY, AUTHENTICITY, AND NON-CORRUPTION OF ANY INFORMATION TRANSMITTED OR STORED IN ANY SYSTEM CONNECTED TO THE INTERNET. HARRIS SHALL NOT BE RESPONSIBLE FOR ANY ADVERSE CONSEQUENCES WHATSOEVER OF ORGANIZATION'S OR ITS AUTHORIZED USERS' CONNECTION TO OR USE OF THE INTERNET, AND HARRIS SHALL NOT BE RESPONSIBLE FOR ANY USE BY ORGANIZATION OR ANY AUTHORIZED USER OF ORGANIZATION'S INTERNET CONNECTION IN VIOLATION OF ANY LAW, RULE OR REGULATION.**

- (d) NO AGREEMENTS VARYING OR EXTENDING ANY EXPRESS WARRANTIES SET FORTH IN THIS AGREEMENT SHALL BE BINDING ON EITHER PARTY UNLESS IN WRITING AND SIGNED BY AN AUTHORIZED SIGNING OFFICER OF HARRIS.

ARTICLE X LIMITATIONS ON LIABILITY

10.1 Limitations on Liability

- (a) TO THE GREATEST EXTENT PERMITTED BY APPLICABLE LAW, ORGANIZATION AGREES THAT THE ENTIRE LIABILITY OF HARRIS AND THAT OF ITS SERVICE PROVIDERS, ITS AFFILIATES AND EACH OF THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES AND SHAREHOLDERS AND ORGANIZATION'S EXCLUSIVE REMEDY WITH RESPECT TO: (I) A SERVICE LEVEL FAILURE IS THE SERVICE LEVEL CREDIT SET OUT IN THE SLA; AND (II) ANY OTHER ASPECT OF THE CAYENTA SERVICES, THE SOFTWARE, THE THIRD-PARTY PRODUCTS, THE SUPPORT SERVICES AND ANY OTHER PRODUCTS, MATERIALS OR SERVICES SUPPLIED BY HARRIS OR BY ITS AFFILIATES OR SERVICE PROVIDERS IN CONNECTION WITH THIS AGREEMENT FOR DAMAGES FOR ANY CAUSE AND REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT OR IN TORT, INCLUDING FUNDAMENTAL BREACH OR NEGLIGENCE, SHALL BE LIMITED TO ACTUAL DIRECT AND PROVEN DAMAGES AND SHALL NOT EXCEED IN THE AGGREGATE THE FOLLOWING: (I) WITH RESPECT TO THE CAYENTA SERVICES, AN AMOUNT THAT IS EQUAL TO THE ANNUAL SUBSCRIPTION FEES BY ORGANIZATION TO HARRIS IN THE TWELVE MONTH PERIOD PRECEDING THE DATE OF THE CLAIM; AND (III) WITH RESPECT TO PROFESSIONAL SERVICES, AN AMOUNT THAT IS EQUAL TO THE PROFESSIONAL SERVICES FEES PAID TO SMARTWORKS BY CUSTOMER UNDER THE STATEMENT OF WORK GIVING RISE TO THE CLAIM.
- (b) ORGANIZATION FURTHER AGREES THAT IN NO EVENT SHALL HARRIS, ITS SERVICE PROVIDERS, OR ITS AFFILIATES OR EACH OF THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES AND SHAREHOLDERS BE LIABLE, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT OR IN TORT, INCLUDING FUNDAMENTAL BREACH OR NEGLIGENCE, FOR ANY INDIRECT, PUNITIVE, CONSEQUENTIAL, INCIDENTAL, SPECIAL, OR EXEMPLARY DAMAGES WHATSOEVER, INCLUDING WITHOUT LIMITATION FOR LOST PROFITS, LOSS OF REVENUE, FAILURE TO REALIZE ANTICIPATED SAVINGS, LOST OR DAMAGED DATA, LOSS OF GOODWILL, BUSINESS OPPORTUNITIES OR REPUTATION, OR ECONOMIC LOSS, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH POTENTIAL LOSS OR DAMAGES, OR SUCH LOSSES OR DAMAGES ARE FORESEEABLE.
- (c) THE LIMITATIONS SET FORTH IN SECTION 10.1(A) SHALL NOT APPLY TO: (I) HARRIS' OBLIGATION TO DEFEND OR INDEMNIFY CUSTOMER PURSUANT TO ARTICLE XVII (*INTELLECTUAL PROPERTY INFRINGEMENT AND INDEMNITY*); (II) GROSS NEGLIGENCE, WILLFUL MISCONDUCT, OR FRAUDULENT CONDUCT; OR (III) DAMAGES ARISING FROM HARRIS' FAILURE TO COMPLY WITH ITS OBLIGATIONS TO MAINTAIN THE CONFIDENTIALITY OF ORGANIZATION CONFIDENTIAL INFORMATION AS SET FORTH IN SECTION 15.2 (*ORGANIZATION CONFIDENTIAL*

INFORMATION).

Article XI CHANGES

11.1 Changes. Harris may, in its sole discretion, make changes to the Cayenta Products, and the Documentation and use of Third-Party Products that it deems necessary or useful to:

- (a) maintain or enhance: (i) the quality or delivery of the Cayenta Products to its customers; (ii) the competitive strength of or market for the Cayenta Products; or (iii) the Cayenta Products' cost efficiency or performance; or
- (b) to comply with applicable law.

Without limiting the foregoing, either party may, at any time during the Term, request in writing changes to the Cayenta Services. The parties will cooperate in good faith to execute Change Orders in respect of requested changes, and will not unreasonably withhold review or approval of such proposed changes. If either party causes or requests a change in the allocation of the resources of Harris applied to a task, changes in completion schedules for individual tasks or for overall change implementation, and changes in staffing that require Harris to provide additional work hours, Harris may propose a change to cover the additional work effort required of it. Approval of any such proposed changes will not be unreasonably withheld (it being acknowledged that any such material changes may require modifications to the consideration paid, and timelines governing any associated Professional Services). Any disputes regarding such changes shall be handled initially by discussions between the parties which will be convened in good faith to resolve matters in dispute.

ARTICLE XII SUSPENSION AND TERMINATION

12.1 Suspension. Notwithstanding anything to the contrary in this Agreement, Harris may temporarily suspend Organization's and any Authorized User's access to any portion of or to all of the Cayenta Products if (a) Harris reasonably determines that (i) there is a threat or attack on any of the Protected IP; (ii) Organization's or any User's use of the Protected IP disrupts or poses a security risk to the Protected IP or to any other customer or vendor of Harris (whether knowingly or unknowingly); (iii) the Organization's use of the Cayenta Products could subject Harris, its service providers or their respective affiliates to liability; (iv) Organization, or any User, is using the Cayenta Products for fraudulent or illegal activities; (v) Organization or any User is in breach of this Agreement; or (vi) Harris' provision of the Cayenta Services to Organization or any User is prohibited by applicable law; (b) any vendor of Harris has suspended or terminated Harris' access to or use of any Third-Party Products required to enable Organization to access the Cayenta Services; or (c) in accordance with Section 12.3 for failure to pay. Any suspension described in subclause (a), (b), or (c), is referred to as a "**Service Suspension**". Harris shall use commercially reasonable efforts to provide written notice of any Service Suspension to Organization and to provide updates regarding resumption of access to the Cayenta Products following any Service Suspension. Harris shall use commercially reasonable efforts to resume providing access to the Cayenta Services as soon as reasonably possible after the event giving rise to the Service Suspension is cured. Harris will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that Organization may incur as a result of a Service Suspension. Concurrently with a Service Suspension, Harris may deliver a Default Notice

and terminate this Agreement in accordance with Section 12.2 below if the event giving rise to the Service Suspension is not cured. Organization remains responsible for all Fees incurred during a Service Suspension.

- 12.2 Termination for Material Breach.** If either party believes that the other party is in material breach of any provision of this Agreement, then such party shall deliver written notice to the other detailing the alleged breach (a “**Default Notice**”). Upon receipt of a Default Notice, the receiving party must either: (i) correct the detailed breach within ninety (90) days at no cost to the other party; or (ii) issue a written notice of its own disputing the alleged breach within thirty (30) days of receipt of the Default Notice. If the notified party fails to either: (i) correct the alleged breach within ninety (90) days of receipt of the Default Notice; or (ii) issue a notice disputing the alleged breach within thirty (30) days of the Default Notice, the other party may terminate this Agreement upon written notice to the other party to that effect.
- 12.3 Termination for Failure to Pay.** If Organization has failed to pay any amounts when due under this Agreement, and such failure has continued for fifteen (15) days or more, Harris shall have the right to (a) suspend performance of the Cayenta Services (including Organization access to the Cayenta Services) and access to and use of the Software until all amounts are paid in full; and/or (b) terminate this Agreement effective immediately upon written notice to Organization to that effect.
- 12.4 Termination for Breach of Confidentiality.** Harris may terminate this Agreement effective immediately upon written notice to Organization if Organization has breached its obligations of confidentiality or any obligation regarding intellectual property or proprietary rights of Harris.
- 12.5 Termination for Insolvency.** Either party may terminate this Agreement effective immediately upon written notice to the other party if the other party: (i) becomes insolvent; (ii) becomes the subject of any proceeding under any bankruptcy, insolvency or liquidation law, whether domestic or foreign, and whether voluntary or involuntary, which is not resolved favorably to the subject party within ninety (90) days of commencement thereof; or (iii) becomes subject to property seizure under court order, court injunction or other court order which has a material adverse effect on its ability to perform hereunder.
- 12.6 Third-Party Products Changes.** If any modification, change or replacement of the original Third-Party Products includes a material price increase with respect to the Cayenta Services enabled by such Third-Party Products or impairs Organization’s ability to utilize the Cayenta Services in substantially the same manner as it was utilized prior to the modification, change or replacement, Organization may terminate this Agreement by providing written notice to Harris at least ninety (90) days prior to the end of the then current Term.
- 12.7 Termination if Required by Applicable Law.** Harris may, upon written notice to Organization, terminate this Agreement effective immediately if required by applicable law.
- 12.8 Force Majeure.** Either party may terminate this Agreement on ten (10) days written notice if a Force Majeure Event (as defined in Section 18.16 continues for more than one hundred and twenty (120) days.

ARTICLE XIII EFFECTS OF TERMINATION

13.1 Effects of Termination. In the event of termination or expiration of this Agreement:

- (a) All rights granted to Organization in this Agreement shall immediately terminate and Harris will immediately cease to perform or provide the Cayenta Services and/or access to and use of the Software.
- (b) Organization will pay all amounts due under this Agreement up to and through the date of termination and all costs reasonably incurred in collecting the amounts due to Harris (including court costs, attorney fees, and repossession charges to the extent not prohibited by law).
- (c) Organization shall return to Harris, or at Harris' option, purge or destroy all copies of any Confidential Information of Harris in its possession or under its control (except as required under any statute or legislation related to retention requirements), and provide a duly authorized certificate of an officer of Organization confirming same within thirty (30) days.
- (d) Except as otherwise provided in this Agreement, termination of this Agreement shall not affect any right of action of either party arising from anything which was done or not done, as the case may be, prior to the termination taking effect.
- (e) Except in the case of termination by Organization pursuant to Section 12.1, any cancellation and/or termination of this Agreement prior to the end of the Initial Term shall result in the following: an acceleration of all Fees due for each year of the Initial Term not already invoiced and/or paid, which amount will be due immediately.
- (f) Conditional upon Organization's payment of all Fees that are due to Harris, Harris will furnish the Organization with a copy of the Organization Data. Upon receipt of notice from Organization confirming receipt of the Organization Data, Harris shall destroy all copies of the Organization Data and delete all Organization Data on the database and an officer of Harris shall certify the destruction and deletion to the Organization. Subject to any legal requirement that Harris must retain a copy of the Organization Data, Harris shall not delete the Organization Data for ninety (90) days from the date of termination except: (i) where Harris has provided the Organization Data to Organization pursuant to this Subsection; or (ii) where it has received written instructions from Organization to delete the Organization Data. Following ninety (90) days from the date of termination, if Organization has not communicated with Harris regarding the Organization Data, Harris shall have the right to delete all Organization Data at any time as either required by law or as determined by Harris in its sole discretion. Notwithstanding the foregoing, Harris shall be permitted to delete all Organization Data without providing notification to Organization and Harris shall not be required to adhere to the time frames detailed above where Harris is required by law to delete such Organization Data.

**ARTICLE XIV
OWNERSHIP**

- 14.1 By Harris.** Harris, its service providers, and licensors are and shall at all times remain the owner of all copyright, trademarks, trade secrets, patents and any other intellectual property rights in and to the Cayenta Services and related documentation, materials, logos, names and other support materials provided pursuant to the terms of this Agreement. Organization shall acquire no right whatsoever to all or any part of the Cayenta Services, or to its underlying software, except the limited right to access and use the Cayenta Services in accordance with the terms of this Agreement and Harris and its licensors reserve all rights not expressly granted to Organization.

Organization must fully reproduce any copyright or other notice marked on any part of the Documentation or other materials on all authorized copies and must not alter or remove any such copyright or other notice. Organization hereby grants to Harris a royalty-free, worldwide, irrevocable, perpetual license to use and incorporate into the Cayenta Services, and into its underlying software, any suggestions, ideas, enhancement requests, recommendations or other feedback provided by Organization relating to the operation of the Cayenta Services.

14.2 Organization Data. As between Harris and Organization, all Organization Data will remain the sole and exclusive property of Organization. Organization is solely responsible for ensuring the accuracy, quality, integrity, reliability, appropriateness and right to view and use the Organization Data. Subject to the terms and conditions of this Agreement, Organization grants to Harris a worldwide, non-exclusive, royalty-free license to access the Organization Data for the purpose of performing the Cayenta Services. Access to the Organization Data shall only be by Harris' employees, agents, Affiliates and subcontractors who may require access from time to time for the Cayenta Services. Except as specified in this Agreement, Harris may not access the Organization Data for any other purpose without the express written consent of Organization. Access to Organization Data by any outside party shall only be in accordance with the terms of this Agreement or where required by law.

Organization grants to Harris a worldwide, perpetual, royalty-free license to create monthly audit reports in respect of the Fees and Organization-requested derivative works from the Organization Data use, including all reports, statistics or analyses created or derived therefrom. Additionally, Organization grants Harris the right to perform statistical analysis of the Organization Data to provide feedback to Organization concerning its use of the Cayenta Services.

14.3 Organization Data and Privacy Policy of Organization. Organization represents and affirms to Harris that:

- (a) Organization Data that is either provided to or acquired by Harris from Organization is either owned exclusively by Organization and/or that the Organization has full right and title to provide the Organization Data to Harris;
- (b) Organization Data that is either provided to or acquired by Harris is subject to an Organization privacy policy in effect as of the Effective Date and Organization's customers have provided to Organization their written consent for its collection, use and storage by Harris and by its service providers of the Third-Party Products in any jurisdiction in North America or such other express authorization as required by Applicable Laws;
- (c) Organization complies with all applicable privacy legislation as of the Effective Date in the performance of its obligations hereunder in respect of any Organization Data collected, used, transferred, created or disclosed pursuant to this Agreement; and
- (d) Organization will not provide Harris with data of any kind for which Harris either has no need or does not have the right to collect, use and store under the terms of this Agreement.

ARTICLE XV CONFIDENTIAL INFORMATION AND ORGANIZATION CONFIDENTIAL INFORMATION

15.1 Confidential Information. Organization agrees:

- (a) to keep confidential any and all Confidential Information with respect to Harris which it has received or may in the future receive in connection with this Agreement and to take all reasonable steps, which shall be no less than those steps it takes to protect its own

confidential and proprietary information, to protect the Confidential Information of Harris from unauthorized use, disclosure, copying or publication;

- (b) not to use the Confidential Information of Harris other than in the course of exercising its rights or performing its obligations under this Agreement;
- (c) not to disclose or release such Confidential Information except to the extent required by applicable law or during the course of or in connection with any litigation, arbitration or other proceeding based upon or in connection with the subject matter of this Agreement, provided that Customer shall first give reasonable notice to Harris prior to such disclosure so that it may obtain a protective order or equivalent and provided that the Customer shall comply with any such protective order or equivalent;
- (d) not to disclose or release such Confidential Information to any third person without the prior written consent of Harris, except for authorized employees or agents of Customer who have a need to know such information for the purpose of performance under this Agreement and exercising its rights under this Agreement, and who are bound by confidentiality obligations at least as protective of Harris' Confidential Information as this Agreement; and
- (e) to take such actions as may be reasonably necessary to enforce its agreements with its employees and agents, including commencing legal proceedings.

15.2 Organization Confidential Information. Harris agrees:

- (a) to keep confidential any Organization Confidential Information which it may receive in connection with this Agreement and to take all reasonable steps, which shall be no less than those steps it takes to protect its own confidential and proprietary information, to protect the Organization Confidential Information from unauthorized use, disclosure, copying or publication;
- (b) not to use the Organization Confidential Information other than in the course of exercising its rights or performing its obligations under this Agreement;
- (c) not to disclose or release Organization Confidential Information except to the extent required by applicable law or during the course of or in connection with any litigation, arbitration or other proceeding based upon or in connection with the subject matter of this Agreement, provided that Harris shall first give reasonable notice to Organization prior to such disclosure so that it may obtain a protective order or equivalent; and
- (d) not to disclose or release Organization Confidential Information to any third person without the prior written consent of Organization, except for authorized employees or agents of Harris who have a need to know such information for the purpose of performance under this Agreement and exercising its rights under this Agreement, and who are bound by confidentiality obligations at least as protective of Organization Confidential Information as this Agreement.

**ARTICLE XVI
ORGANIZATION DATA**

16.1 Organization Data and Privacy Policy of Organization. Organization represents and warrants to Harris that:

- (a) Organization Data that is either provided to or acquired by Harris from Organization is either owned exclusively by Organization and/or that the Organization has full right and title to provide the Organization Data to Harris;
- (b) Organization Data that is either provided to or acquired by Harris is subject to an Organization privacy policy in effect as of the Effective Date and Payers have provided to Organization their written consent for its collection, use and storage by Harris and its third-party service providers in any jurisdiction in North America or such other express authorization as required by Applicable Laws;
- (c) Organization complies with all applicable privacy legislation as of the Effective Date in the performance of its obligations hereunder in respect of any Organization Data collected, used, transferred, created or disclosed pursuant to this Agreement; and
- (d) Organization will not provide Harris with data of any kind which Harris does not require or that which Harris does not have the right to collect, use and store under the terms of this Agreement.

16.2 Business Contact Information. Harris' third-party service providers and its affiliates, and their contractors and sub-processors, may, wherever they do business, store and otherwise process business contact information of Organization and its Users, being primarily name, business telephone, address, email, and User IDs for business dealings. Where notice to or consent by individuals is required by applicable law for such storage or processing, Organization will deliver the required notices and obtain the required consents.

16.3 Requests for Organization Data Pursuant to Applicable Laws. Both parties agree that the Organization Data may be subject to privacy laws providing for the owners of the Organization Data to review such Organization Data or to challenge the collection and storage of the Organization Data. Organization shall indemnify and reimburse Harris in relation to all reasonable fees and other disbursements paid by Harris to comply with such requests, whether by an individual or a government body, or to challenge such requests at either Harris's or Organization's request. Organization represents and warrants to Harris that as of the Effective Date no individual, government body or third party has requested a review of the Organization Data or challenged the collection and storage of the Organization Data to be stored by Organization through the Cayenta Services.

16.4 Organization Indemnification. Organization is solely responsible for its Organization Data, its use, and its Authorized User's use, of the Cayenta Services in any way, and all legal liability arising out of or relating thereto. Organization shall defend, indemnify and hold Harris, its Affiliates and its third party service providers, if applicable, and each of their respective officers, directors, employees and agents (the "**Indemnities**") harmless from and against any and all losses, costs, damages and expenses (including reasonable attorney's fees) that the Indemnities may suffer in connection with any demands, claims, actions, suits or proceedings ("**Losses**") arising out of or in connection with (i) the use of the Cayenta Services by Organization but not limited to any third-party claims that the inclusion, use, reference, incorporation of or linking to any third-party materials of the Organization Data violates such third party's copyright and/or other intellectual property, privacy or other rights, or that such use is illegal.

ARTICLE XVII INTELLECTUAL PROPERTY INFRINGEMENT AND INDEMNITY

17.1 Infringement Claims. In the event there is a third party claim against Organization alleging that Organization's use of the Software in accordance with this Agreement constitutes an infringement of a Canadian or United States' patent, copyright, trade-mark or trade secret or other intellectual property that is valid and enforceable in Organization's jurisdiction (an "**IP Claim**"), or if Harris reasonably believes that an IP Claim is likely, Harris may stop delivery of such portion of the Software without liability for failure to deliver it. Harris will have the right, at its sole option, to obtain the right for Organization to continue use of the Software, or to replace or modify the affected portion of the Software so that it is no longer alleged or believed to infringe, provided that this can be done without significant loss of functionality. If neither of the foregoing options is available to Harris on commercially reasonable terms, Harris may terminate Organization's use of the Cayenta Services. Harris will provide Organization with reasonable written notice of such third-party claim.

17.2 Intellectual Property Indemnity.

- (a) In the event of an IP Claim, Harris shall, at its expense, defend and indemnify Organization and pay any amounts finally awarded by a court of competent jurisdiction or agreed to in a settlement approved by Harris in advance, provided that: (i) Organization gives Harris prompt written notice of any such IP Claim and full opportunity to defend the same; (ii) Organization has not made any admissions or entered into any settlement negotiations either prior to or after providing notice to Harris of the applicable IP Claim except with Harris' prior written consent, (iii) Harris has sole control of the defense of any IP Claim and associated proceedings and all negotiations for its compromise or settlement; and (iv) Organization assists and provides information to Harris throughout the IP Claim and associated proceeding.
- (b) Harris' liability for any IP Claim under this Section 17.2 shall be reduced to the extent such IP Claim arises from: (i) combination, integration or use of the Cayenta Services with software, or other services not approved by Harris where such IP Claim would not have arisen but for such combination, integration or use; (ii) use of the Cayenta Services other than in compliance with this Agreement; or (iii) use of the Cayenta Services after notice from Harris that Organization should cease use due to possible infringement.
- (c) Any breach by Organization of its covenants under this Section 17.2 shall nullify this indemnity but not the sole right of Harris to have full and complete authority of the defense to defend such claim or proceeding and of all negotiations related therewith and the settlement thereof. In the event that the Organization's use of the Software is finally held to be infringing or Harris deems that it may be held to be infringing, Organization agrees that the only remedies available to it are as follows: (i) Harris, may at its election, procure for the Organization the right to continue use of the Software; (ii) Harris may, at its election, modify or replace the Software so that it becomes non-infringing; or (iii) Organization may terminate this Agreement on written notice to Harris if neither (i) or (ii) are acceptable to Organization.
- (d) The foregoing states Harris' entire liability, and the Organization's exclusive remedy, with respect to any claims of infringement of any copyright, patent, trade-mark, trade secret or other intellectual property and property interest rights relating to the Software, or any part thereof or use thereof.
- (e) The indemnity provisions of this Section 17.2 shall not apply to any Third-Party Products and the Organization agrees to release Harris from any obligations related to such Third-Party Products.

17.3 THE RIGHTS AND REMEDIES PROVIDED IN THIS ARTICLE XVII CONSTITUTE HARRIS' ENTIRE OBLIGATION AND ORGANIZATION'S SOLE AND EXCLUSIVE REMEDIES CONCERNING

INTELLECTUAL PROPERTY RIGHTS INFRINGEMENT OR MISAPPROPRIATION BY THE CAYENTA SERVICES OR BY ANY OF ITS SOFTWARE PRODUCTS OR OTHER COMPONENTS.

**ARTICLE XVIII
GENERAL**

- 18.1 Governing Law.** This Agreement shall be governed by and construed in accordance with the federal laws of the United States and the State laws of the State of North Carolina, as applicable. This Agreement expressly excludes that body of law applicable to choice of law, the Uniform Commercial Code and the United Nations Convention on Contracts for the International Sale of Goods and any legislation implementing such Convention, if otherwise applicable. Organization and Harris hereby waive, to the fullest extent permitted by applicable law, the right to trial by jury in any action, proceeding or counterclaim filed by any party, whether in contract, tort or otherwise, relating directly or indirectly to this Agreement or any acts or omissions of Harris in connection therewith or contemplated thereby.
- 18.2 Mediation.** Except where this Agreement explicitly states that this Section does not apply, the parties agree to submit any claim, controversy or dispute arising out of or relating to this Agreement or the relationship created by this Agreement to non-binding mediation before bringing a claim, controversy or dispute in a court or before any other tribunal. The mediation is to be conducted by either an individual mediator or a mediator appointed by mediation services mutually agreeable to the parties. Such mediator shall be knowledgeable in software system agreements. The mediation shall take place at a time and location which is also mutually agreeable; provided; however, in no event shall the mediation occur later than ninety (90) days after either party notified the other of its desire to have a dispute be placed before a mediator. The costs and expenses of mediation, including compensation and expenses of the mediator (and except for the attorneys' fees incurred by either party), is to be shared by the parties equally. If the parties are unable to resolve the claim, controversy or dispute within ninety (90) days after the date either party provides the other notice of mediation, then either party may bring and initiate a legal proceeding to resolve the claim, controversy or dispute unless the time period is extended by a written agreement of the parties. Nothing in this Section 18.2 shall inhibit a party's right to seek injunctive relief at any time.
- 18.3 Notice.** Any notice required or permitted to be given to any party to this Agreement shall be given in writing and shall be delivered either personally, mailed by prepaid registered post or sent by facsimile to the appropriate address or facsimile number set out below. Any such notice shall be conclusively deemed to have been given and received on the day on which it is delivered or transmitted (or on the next succeeding business day if delivered or received by facsimile after 5:00 p.m. local time on the date of delivery or receipt, or if delivered or received by facsimile on a day other than a business day), if personally delivered or sent by facsimile or, if mailed, on the third business day following the date of mailing, and addressed, in the case of Harris, to:

**N. HARRIS COMPUTER CORPORATION
1 Antares Drive
Suite 400
Ottawa ON, K2E 8C4
Attention: GENERAL COUNSEL
Telephone: (613) 226-5511 X2065**

With a copy to:

CAYENTA
201-4200 North Fraser Way
Burnaby, British Columbia V5j 5k7
Attention: EXECUTIVE VICE PRESIDENT
Telephone: (866) 229-3682
Facsimile: (604) 291-0742

and in the case of the Organization, to:

City Of High Point
211 South Hamilton Street
High Point, NC 27261

Each party may change its particulars respecting notice, by issuing notice to the other party in the manner described in this section.

- 18.4 Currency.** Unless otherwise indicated, all dollar amounts referred to in this Agreement are in the lawful money of the United States of America.
- 18.5 Use of Name.** Organization agrees to the following promotional activities in relation to its use of the Cayenta Services: (i) Organization permits Harris to issue a mutually agreed upon press release announcing Organization's use of the Cayenta Services; and (ii) Organization grants Harris the right to reasonably include Organization's name and logo in published lists referencing Organizations of the Cayenta Services. Organization may unilaterally withdraw its consent to the above promotional activities at any time by providing written notice to Harris of said revocation.
- 18.6 Entire Agreement.** This Agreement together with the attached Schedules and CS Orders constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements, representations, negotiations, understandings, arrangements, and communications between the parties, both written and oral, relating to the subject matter hereof. No terms and conditions in any Organization orders, or in any other documentation employed by or on behalf of Organization in connection with this Agreement, regardless of the date of such documentation, will affect the terms of this Agreement, even if such document is accepted by the receiving party, with such provisions being deemed deleted. This Agreement may only be modified by a written amendment signed by an authorized representative of each of the parties.
- 18.7 Paramountcy.** In the case of a conflict between a general term or condition in the main body of this Agreement and a specific term or condition in a Schedule or CS Order, the general term or condition in the main body will prevail.
- 18.8 Waiver.** No waiver of any breach of any provision of this Agreement shall constitute a waiver of any prior, concurrent, or subsequent breach of the same or any other provisions hereof, and no

waiver shall be effective unless made in writing and signed by an authorized representative of the waiving party.

- 18.9 Disclosure.** Organization authorizes Harris to disclose the fact that Organization is a customer of Harris and uses the Cayenta Services.
- 18.10 Assignment.** Organization may not assign any of its rights or duties under this Agreement without the prior written consent of Harris, such consent not to be unreasonably withheld. For purposes of the preceding sentence, and without limiting its generality, any merger, consolidation, or reorganization involving Organization (regardless of whether Organization is a surviving or disappearing entity) will be deemed to be a transfer of rights, obligations, or performance under this Agreement for which Harris' prior written consent is required. No assignment, delegation, or transfer will relieve Organization of any of its obligations or performance under this Agreement. Any purported assignment, delegation, or transfer in violation of this Section 19 is void. This Agreement is binding upon and inures to the benefit of the parties hereto and their respective successors and permitted assigns.
- 18.11 Severability.** If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable under any applicable law, then such provision shall be deemed modified to the extent necessary in order to render such provision valid and enforceable. If such provision may not be so saved, it shall be severed and the remainder of this Agreement shall remain in full force and effect.
- 18.12 Allocation of Risk.** Organization acknowledges and agrees that the Harris warranty disclaimer and limitation of liability contained in this Agreement are fundamental elements of the basis of the bargain between Harris and Organization and set forth an allocation of risk reflected in the fees and payments due hereunder.
- 18.13 Relationship.** The parties are and shall at all times remain independent contractors in the performance of this Agreement and nothing herein shall be deemed to create a joint venture, partnership or agency relationship between the parties. Neither party will have the power to bind the other party or to contract in the name of or create any liability against the other party in any way for any purpose. Neither party will be responsible for the acts or defaults of the other party or of those for whom the other party is law responsible.
- 18.14 Equitable Relief.** Organization acknowledges and agrees that it would be difficult to compute the monetary loss to Harris arising from a breach or threatened breach of this Agreement by Organization and that, accordingly, Harris will be entitled to specific performance, injunctive or other equitable relief in addition to or instead of monetary damages in the event of a breach or threatened breach of this Agreement by Organization.
- 18.15 Export Regulation.** The Cayenta Services utilize software and technology that may be subject to the export control laws of Canada and the United States, including, but not limited to the US Export Administration Act and its associated regulations. Organization shall not, directly or indirectly, export, re-export, or release the Cayenta Services or the underlying software or technology to, or make the Cayenta Services or the underlying software or technology accessible from, any jurisdiction or country to which export, re-export, or release is prohibited by law, rule, or regulation. If Organization wishes to access the Cayenta Services from outside Canada, it must first obtain Harris's written consent and thereafter comply with all applicable federal laws, regulations, and rules, and complete all required undertakings (including obtaining any necessary export license or other governmental approval), prior to exporting, re-exporting, releasing, or

otherwise making the Cayenta Services or the underlying software or technology available outside Canada.

- 18.16 Force Majeure.** No default, delay or failure to perform on the part of Harris shall be considered a breach of this Agreement where such default, delay or failure is due to a force majeure or to circumstances beyond its control ("**Force Majeure Event**"). A Force Majeure Event includes, without limitation, strikes, riots, civil disturbances, actions or inactions concerning government authorities, epidemics, war, terrorist acts, embargoes, severe weather, fire, earthquakes, floods, acts of any governmental body, acts of God or the public enemy or default of a common carrier, unavailability of Third Party Products or other disasters or events.
- 18.17 Survival.** Notwithstanding the end of the Term or termination of this Agreement (each a "**Termination Event**"): (i) the obligations and liabilities of the parties incurred or accrued prior to or at any Termination Event and all rights and recourses of a party in respect of such obligations and liabilities shall survive such Termination Event; and (ii) those provisions of this Agreement that expressly survive any Termination Event shall continue as provided for.
- 18.18 Counterparts.** This Agreement may be executed in counterparts (whether by facsimile signature, PDF via email, or otherwise), each of which when so executed shall constitute an original and all of which together shall constitute one and the same instrument.

Acknowledged and Accepted

IN WITNESS WHEREOF the parties hereto have duly executed this Cayenta Services Subscription Agreement to be effective as of the date first written above

N. Harris Computer Corporation

City of High Point

Signature

Signature

Name

Name

Title

Title

Date

Date

SCHEDULE A

SUPPORT SERVICES

1.1 Definitions.

- (a) "**Business Day(s)**" means any day other than a Saturday, a Sunday or a day on which financial institutions in Canada are authorized to close.
- (b) "**Error**" means any reproducible failure of the Cayenta Services to operate in all material respects in accordance with the Documentation.
- (c) "**Harris Site**" means tickets.cayenta.com, or any successor address provided by Harris.
- (d) "**Out-of-Scope Services**" means any of the following: (i) any of the services set forth in Appendix A-1 of this Schedule A, and any other services that Organization and Harris may from time to time agree in writing are not included in the Support Services; (b) any services requested by Organization and performed by Harris in connection with any apparent Error that Harris has reasonably determined to have been caused by a Customer Cause; and (c) any second line support requested by Organization and provided by an individual requested by Organization whose qualification or experience is greater than that reasonably necessary to resolve the relevant Support Request.
- (e) "**Severity 1**" has the meaning set forth in Section 3.5.
- (f) "**Severity 2**" has the meaning set forth in Section 3.5.
- (g) "**Severity 3**" has the meaning set forth in Section 3.5.
- (h) "**Support Hours**" means those hours between 9:00 AM and 5:00 PM Mountain Time on Business Days.
- (i) "**Support Request**" has the meaning given to it in Section 3.1.
- (j) "**Third-Party Products**" has the meaning to it given by the main body of this Agreement, and for the purposes of this Schedule A, includes all third-party software (including all open source products), computer hardware, network hardware, electrical, telephone, wiring and all related accessories, products, parts and devices, which includes but is not limited to that of Organization.
- (k) "**Third-Party SLA**" means the service level agreements applicable to Third-Party Products.

2.1 **Provision of Support Services.** Harris shall provide the Support Services during the Support Hours throughout the Term in accordance with the terms and conditions of this Schedule A.

3.1 **Support Services Responsibilities**

Harris shall:

- (a) Provide first line support, the objective of which is to view or replicate the Error, provided however, that Organization must have reviewed technical support bulletins and other

Authorized User support information and forums ("**Support Resources**") prior to initiating a Support Request;

- (b) Provide second line Support as required;
- (c) Provide Organization with online Support Resources to the full extent Harris makes such Support Resources available to its other customers;
- (d) Provide to Organization such other services may be reasonably required to correct an Error or otherwise fulfill its obligations under this Schedule A, including defect repair, programming corrections and remedial programming;
- (e) Keep Designated Representative informed of Error correction patches, fixes, workaround or software code solutions (collectively or singularly "**Fixes**") as they become available in order to schedule implementation of such corrections; and
- (f) Provide a release note supplement to the Documentation as soon as reasonably practicable after Fixes have been implemented.

3.2 **Support Requests**

If, after reviewing Support Resources, Organization has not corrected an Error, Organization may request Support Services by way of a Support Request. Organization shall classify its requests for Error corrections in accordance with the severity level numbers and definitions set forth below and shall submit its request through the Harris support portal located on the Harris Site, or such other means as the parties may agree to in writing (each a "**Support Request**").

- (a) Your Support Request must contain at a minimum: City name, contact person, software product and version, module and/or menu selection, nature of issue, detailed description, including screenshots of steps, of your question or issue, relevant logs demonstrating the issue, and any other information you believe pertinent.
- (b) Our support system or one of our support analysts will provide you with a call ID to track your issue and your call will be logged into our support tracking database.
- (c) Your Support Request will be stored in a queue and the first available support representative will be assigned to deal with your issue.
- (d) As the support representative assigned to your call investigates your issue, you will be contacted and advised as to where the issue stands and the course of action that will be taken for Resolution. If we require additional information, you will be contacted by the assigned support representative to supply the information required.
- (e) All correspondence and actions associated with your Support Request will be tracked in our support database. At any time, if available to you, you may log onto our website to see the status of your Support Request.
- (f) Once the Error that is the subject of your Support Request has been Resolved, you will receive an automated notification by email that your Support Request has been closed. This email will contain the entire event history of the Support Request from the time the Support Request was

created and leading up to the Resolution of the Error. You also have the option of viewing both your open and closed Support Requests via our website.

- (g) If your issue needs to be escalated to a development resource or programmer for Resolution, your issue will be logged into our development tracking database and you will be provided with a separate ID number to track the progress of the issue. The ID number will remain open until your issue has been completely Resolved. Issues escalated to development will be scheduled for Resolution and may not be Resolved immediately depending on the nature and complexity of the issue.
- (h) Contact the support department at your convenience for a status update on your development issues, or log onto our website (if available to you) to view your issues on-line.
- (i) Automated closing of issues: The Organization will be consulted before closing a support issue whenever possible. However, if a ticket is in a customer-action status (ex: "Waiting on Customer") it may be closed after two weeks of inaction after reasonable attempt by Support to obtain an update. A closed ticket may be re-opened at any time.
- (j) The online ticket system, currently TeamSupport, is intended for active support issues. Any placeholder or project management type issues (issues not intended for immediate to short term action) will be handled outside of the online ticket system.

3.3 **Severity Levels**

In order to assign resources to Support Requests as effectively as possible, Harris has identified three Error severities – Severity 1, Severity 2 and Severity 3. A Severity 1 Error is classified as Critical, Severity 2 is classified as a High, and Severity 3 is classified as Medium/Low. The criteria used to establish guidelines for Support Request are as follows:

(a) **Severity 1 – Critical**

- System Down (users have no access to Cayenta production environment)
- Inability to process bills/invoices
- Program errors without workarounds impacting critical processes
- Incorrect calculation errors impacting a majority of records
- Aborted postings or error messages preventing data integration and update
- Performance issues of severe nature impacting critical processes
- Data Security issues
- Issues causing critical integrations to completely fail
- Applying application patches for critical issues with the application, that do not have a workaround

Note: the existence of a reasonable work-around precludes a Severity 1 or Severity 2 issue in most cases.

(b) **Severity 2 – High**

- System errors without manageable workarounds
- Core report calculation issues
- Calculation errors affecting a minority of records
- Error messages preventing data integration and update

- Issues causing non-critical integrations to fail completely
- Performance issues of severe nature not impacting critical processes
- Applying high priority patches for issues without manageable workarounds

(c) **Severity 3 – Medium/Low**

- System errors that have manageable workarounds
- Performance issues not affecting critical processes
- Usability issues
- Core report formatting issues
- Training questions
- Aesthetic issues
- Requests/recommendations for enhancements on system changes
- Questions on documentation
- Applying medium/low priority patches

3.3 **Response Times**

Response times will vary and are dependent on the severity of the Error described in the Support Request. Harris endeavors to deal with Support Requests in the order that they are received, however Support Requests may be escalated based on the urgency of the issue reported. Harris response time guidelines are as follows:

- (a) **Severity 1 – Critical: 1 - 4 hours**
- (b) **Severity 2 – High: 1 - 8 hours**
- (c) **Severity 3 – Medium/Low: 1 - 24 hours**

3.4 **Resolution**

- (a) Response times and Resolution will be measured from the time Harris receives a Support Request until the respective times Harris has: (i) responded to that Support Request, in the case of response time; and (ii) Resolved that Support Request. "**Resolve**", "**Resolved**", "**Resolution**" and correlative capitalized terms mean, with respect to any particular Support Request, that Harris has corrected the Error that prompted that Support Request. Harris shall respond to and Resolve Support Requests based on Organization's designation of the severity of the associated Error, subject to Harris's right to revise such designation after Harris' investigation of the reported Error and consultation with Organization; and
- (b) Harris shall Resolve the Support Request within a commercially reasonable period of time following the diagnosis of the Error. In the case of Errors designated by Organization as Severity Levels 1 or 2 (Critical or Urgent, respectively), if the Harris Resolves the Support Request by way of acceptable work-around, the Error will be reduced to a Severity Level of 3.

3.5 **Designated Representative**

Organization shall designate the individual(s) who will act as a direct liaison with Harris and be responsible for communicating with, and providing timely and accurate information and feedback to Harris in connection with the Support Services (each such individual, a "**Designated Representative**"). The

Designated Representative(s) will be the sole liaison(s) between Organization and Harris in sending Support Requests and communicating with Harris in connection with any matters relating to the provision of the Support Services.

3.6 **Escalation Process**

Our escalation process is described below. This process has been put in place to ensure that issues are being dealt with appropriately. If at any time you are not completely satisfied with the resolution of your issue, you are encouraged to escalate with the support department as follows:

- Level 1:** Contact the support representative working on your issue
- Level 2:** Contact the support supervisor or group lead
- Level 3:** Contact the director of support
- Level 4:** Contact the department vice president

3.7 **Holiday Schedule**

Below is a listing of statutory holidays. Please note that support services will be closed on designated days as outlined below.

- New Year's Eve:** Early Closure
- New Year's Day:** Closed
- Labor Day:** Closed
- Christmas Eve:** Early Closure
- Christmas Day:** Closed

3.8 **Out-of-Scope Services**

Organization may request Out-of-Scope Services through a Change Order, in accordance with the terms and conditions of this Schedule A. For clarity, Professional Services are **not** Out-Of-Scope Services (as defined above) and will not under any circumstances be the subject of a Change Order under this Agreement. Professional Services are governed by the Professional Services Agreement exclusively and must be agreed upon and delivered exclusively through a Statement of Work issued pursuant to the Professional Services Agreement and not through a Change Order issued pursuant to the Main Agreement or this Schedule A.

If Harris spends more than four (4) hours to determine the cause of an issue and Harris determines, acting reasonably, that the issue is the result of: a failure of the Customer to perform a Customer responsibility set out in this the Schedule A, any of Customer's software, hardware, system, changes to any customer components (software, hardware, system or configurations), or other resources identified in this Schedule A, then Customer shall pay Harris for its services based on Harris' then current fees on a time and materials basis.

3.9 **Out-of-Scope Services Fees**

In consideration of Harris's performance of any Out-of-Scope Services, Organization shall pay Harris for such Out-of-Scope Services at Harris's then current fees, in accordance with the terms and conditions of this Agreement and the applicable Change Order. Harris may revise its fee structure for Out-of-Scope Services effective on any anniversary of the Effective Date, provided that Harris shall give Organization at least ninety days' prior written notice of any such revision.

3.10 **Test Databases & Environments**

We support customers in the maintenance of independent test environments for testing purposes. This allows customers the opportunity to test fixes, modifications, new business processes and/or scenarios without risking any potentially unwanted changes to the live environment. The creation of test databases and application instances is a billable service, quotations and incremental maintenance rates will be provided on request.

3.11 **Harris Updates**

Within a reasonable time of Error diagnosis, Harris may give Organization electronic updates of the nature and status of its efforts to correct an Error, including, if possible, a description of the Error and estimated time to reach Resolution.

3.12 **Remote Support Services**

- (a) Harris may provide Support Services to Organization remotely, including by means of telephone or internet telephony, or over the internet through the use of Remote Access Software ("**Remote Support Services**") to assist in maintaining the systems and analyzing and Resolving any Error reported by a Support Request during the Support Period. Organization shall give Harris permission to use remote access software necessary for Harris to provide the Remote Support Services to Organization ("**Remote Access Software**"). The Remote Access Software contains technological measures designed to collect and transmit to Harris certain diagnostic, technical, usage and related information relating to or derived from Organization's use of the Cayenta Services and Third-Party Products. The parties acknowledge and agree that Harris and its agents, Affiliates or subcontractors may collect, maintain, process and use: (i) only such information as is necessary to assist in analyzing and Resolving a Support Request; and (ii) use such information solely to provide the Support Services in accordance with the terms and conditions of Schedule A.

APPENDIX A-1 TO SCHEDULE A

OUT-OF-SCOPE SERVICES

1. **“Out-Of-Scope Services”** means the any of the following services:
 - User Training – new employees who need full training or training on new features
 - Troubleshooting and analysis that ought to have been performed and are capable of being performed by Customer through reference to Documentation or on which the Customer has been trained
 - Services performed at the Customer’s site
 - Request to add/change business process configuration for new or changing requirements
 - Training/Q&A unrelated to system errors
 - Data migrations / global modification to setup table data
 - Recovering/Rebuilding data resulting from client error
 - Services associated with configuring, testing and deploying an update or upgrade in any of Organization’s systems.
 - Any other excluded Support Services as Harris may determine from time to time.
 - Creation/re-design/changes to Custom Forms (including bill print, notices, letters, check prints), Custom Reports, Custom Interfaces (including file imports/exports) and Custom Integrations
 - Reconfiguration of file servers
 - Setup of new printers, printer setup changes
 - Changes to software not included in support for versions of the Software, Cayenta Perpetual
 - Assistance for issues in Software, and Cayenta Subscription Based Software that are more than thirty-six (36) months old (or that are not the most recent version if older than 36 months).
 - Re-establishment of ODBC connection if connection was lost due to actions of Customer
 - ODBC connection to other third party products
 - Services related to Azure integration performed at the Organization’s site.

Schedule B
Service Level Agreement
[RESERVED]

SCHEDULE C

PASS-THROUGH TERMS

[RESERVED]

SCHEDULE D

STATEMENT OF WORK

STATEMENT OF WORK

Between



City of High Point
211 South Hamilton
High Point, North Carolina 27261
USA

And



Cayenta, A Division of
N. Harris Computer Corporation
8333 Eastlake Drive, Suite 101
Burnaby, BC V5A 4W2
Canada

For

AMI Integration

Contents

Executive Summary & Overview	1
Project Start Pre-Requisites	2
Table of Services	3
Deliverables.....	4
Methodology & Schedule	21
Methodology.....	21
Project Management	21
Environment Setup	22
Design and Development / Configuration	22
Testing & Documentation	22
Go Live.....	22
Post Go-Live and Transition to Support	22
Schedule.....	23
Payment Milestones	24
Assumptions.....	26
Overall Terms & Termination.....	27
Terms and Conditions	27
Termination.....	27
Appendix A: Incident Priority Definitions	29
Appendix B: Change Control Process.....	30

The purpose of this Statement of Work is to set forth in detail the Software and Services deliverables to be provided by HARRIS, the milestones, schedule and acceptance criteria for such deliverables, the process for changes in scope and the respective responsibilities of HARRIS and CLIENT in connection with this Statement of Work. HARRIS will be the Prime Contractor for all application software and Services being provided under the Contract with CLIENT.

IN WITNESS WHEREOF, a duly authorized representative of each party has executed this Statement of Work on the Effective Date:

City of High Point, North Carolina

**CAYENTA, a division of N. Harris
Computer Corporation**

Name:

(Signature)

Name:

(Signature)

Name:

(Print)

Name:

(Print)

Title:

Title:

Date:

Date:

Executive Summary & Overview

The City of High Point (CLIENT) is embarking on an integration of Cayenta CIS with the SmartWorks Compass and Tantalus AMI systems. Under the direction of the CLIENT Project Owner, the CLIENT Project Manager will drive and oversee the project in coordination with the HARRIS Project Manager.

CLIENT has requested to engage Cayenta (HARRIS) for value-added services related to the project outlined in the Deliverables section of this document. These services are not included in the Software and Maintenance Fees.

During the project, if CLIENT needs to make any changes to the Environments, the changes need to be approved by the HARRIS project team. Changes to the configuration or interfaces that are not advised by the HARRIS project team also need to be fully documented in CayStone.

The ongoing operation for the Solution will be the responsibility of the CLIENT following the project Go-live date. All interfaces delivered within this SOW are fully the responsibility of the CLIENT to administer, maintain, and support. HARRIS services can be engaged on a time and material basis at the then current rate if the CLIENT requires additional assistance. Please note that resource availability may impact the timeline such assistance will be delivered.

Project Start Pre-Requisites

In addition to the approved statement of work, HARRIS and CLIENT agree that the following pre-requisites will be satisfied to begin work on this project. Any pre-requisites that are the responsibility of CLIENT will be considered out of scope of this project and any services required of HARRIS for CLIENT-owned pre-requisites will be addressed through the Change Control process outlined in this document.

Pre-Requisite	Responsible Party
CLIENT will have resources assigned to work on the project as per the schedule defined in this document. This is inclusive of all project work including test execution, workshop & meeting participation as well as any other activities prescribed.	CLIENT
HARRIS project team will be assembled and prepared to work on this project per the schedule defined in this document.	HARRIS
Cayenta 'AMI dedicated' test environment will be available for this project start with a current data refresh from production.	CLIENT

Table of Services

Below is a summary list of the deliverables for the project. The Deliverables section itemizes each deliverable in detail regarding specific scope, responsibilities for HARRIS and CLIENT as well as acceptance criteria.

This expected project duration will be approximately 8 months (not inclusive of Post Go-Live and Transition to Support).

Additional testing support can be purchased if the project extends past this expectation.

Component Group	Deliverable #	Deliverable Name	Hours	Cost
Consulting Services	1.01	Project Management & Meetings - Month 1	38	\$9,310.00
	1.02	Project Management & Meetings - Month 2	38	\$9,310.00
	1.03	Project Management & Meetings - Month 3	38	\$9,310.00
	1.04	Project Management & Meetings - Month 4	30	\$7,350.00
	1.05	Project Management & Meetings - Month 5	30	\$7,350.00
	1.06	Project Management & Meetings - Month 6	30	\$7,350.00
	1.07	Project Management & Meetings - Month 7	30	\$7,350.00
	1.08	Project Management & Meetings - Month 8	30	\$7,350.00
	1.09	First Month of Testing Support - Month 4	120	\$29,400.00
	1.10	Second Month of Testing Support - Month 5	110	\$26,950.00
	1.11	Third Month of Testing Support - Month 6	100	\$24,500.00
	1.12	Service Order Automation Testing Support - Month 7	90	\$22,050.00
	1.13	Mock Go-Live & Daily Ops/UAT Testing Support (10 days)	60	\$14,700.00
	1.14	Go Live Services	48	\$11,760.00
	1.15	Post Go Live Support	40	\$9,800.00
	1.16	Project Close and Handover	12	\$2,940.00
		Consulting Services Total	844	\$206,780.00
BI Services	2.01	Tantalus AMI Meter Provisioning Export	60	\$14,700.00
	2.02	Meter Inventory Upload and Device Upload	40	\$9,800.00
	2.03	Launch Location Summary Screen to compass	8	\$1,960.00
	2.04	Meter Data Audit	24	\$5,880.00
	2.05	Mass Meter Exchange	168	\$41,160.00
	2.06	AMI Workshops	50	\$12,250.00
	2.07	Data Synchronization (Compass) & CIS Configuration	80	\$19,600.00
	2.08	Meter Read Multi-speak - configuration and coding for nightly meter reads.	60	\$14,700.00
	2.09	Service Order Automation for MIMO, Disconnect/reconnect from debt	48	\$11,760.00
	2.10	AMR to AMI Meter Switch	80	\$19,600.00
		BI Services Total	618	\$151,410.00
Technical Services	3.01	Up to Two Data Refreshes	32	\$7,840.00
		Technical Services Total	32	
		Project Total	1,494	\$366,030.00

Deliverables

Below is a detailed listing of all deliverables in scope of this project. With each deliverable is specific responsibilities to be performed by HARRIS and CLIENT respectively as part of completion of this deliverable. Acceptance criteria for each deliverable specifies the criteria by which CLIENT will accept the deliverable upon completion by HARRIS. Upon satisfying the acceptance criteria for the deliverable will make the deliverable eligible to be billed as defined in the [Payment Milestones](#) section of this document.

Deliverable ID	1.01
Deliverable Type	Fixed Price
Deliverable Name	Project Management & Meetings - Month 1
Deliverable Description	HARRIS will provide Project Management services including: -Project schedule development -Kickoff meeting facilitation -Weekly status meetings up to two (2) hours per week for Project Manager and two (2) hours per week for the consultants Should the need for more hours of either HARRIS consultants or project manager arise, it will be addressed via the Change Control process.
HARRIS Responsibilities	• Develop the project schedule • Facilitate the kickoff meeting • Set up weekly status calls • Create the CayStone project • Provide CayStone training to CLIENT
CLIENT Responsibilities	• Contribute to the project schedule • Coordinate the kickoff meeting • Attend CayStone training • Attend weekly calls
Deliverable Acceptance Criteria	First month of the project is complete
Deliverable ID	1.02
Deliverable Type	Fixed Price
Deliverable Name	Project Management & Meetings - Month 2

Deliverable Description	HARRIS will provide Project Management services including: -HARRIS resource coordination -Schedule maintenance & updates -Status reporting -Weekly status meetings up to two (2) hours per week for Project Manager and two (2) hours per week for the consultants Should the need for more hours of either HARRIS consultants or Project Manager arise, it will be addressed via the Change Control process.
HARRIS Responsibilities	• Facilitate & attend the weekly status calls • Maintain the project schedule • Deliver status reports • Facilitate monthly ESC meeting
CLIENT Responsibilities	• Attend weekly status calls • Attend monthly ESC meeting
Deliverable Acceptance Criteria	Second month of the project is complete
Deliverable ID	1.03
Deliverable Type	Fixed Price
Deliverable Name	Project Management & Meetings - Month 3
Deliverable Description	HARRIS will provide Project Management services including: -HARRIS resource coordination -Schedule maintenance & updates -Status reporting -Weekly status meetings up to two (2) hours per week for Project Manager and two (2) hours per week for the consultants Should the need for more hours of either HARRIS consultants or Project Manager arise, it will be addressed via the Change Control process.
HARRIS Responsibilities	• Facilitate & attend the weekly status calls • Maintain the project schedule • Deliver status reports • Facilitate monthly ESC meeting

CLIENT Responsibilities	• Attend weekly status calls • Attend monthly ESC meeting
Deliverable Acceptance Criteria	Third month of the project is complete
Deliverable ID	1.04
Deliverable Type	Fixed Price
Deliverable Name	Project Management & Meetings - Month 4
Deliverable Description	HARRIS will provide Project Management services including: -HARRIS resource coordination -Schedule maintenance & updates -Status reporting -Weekly status meetings up to two (2) hours per week for Project Manager and two (2) hours per week for the consultants Should the need for more hours of either HARRIS consultants or Project Manager arise, it will be addressed via the Change Control process.
HARRIS Responsibilities	• Facilitate & attend the weekly status calls • Maintain the project schedule • Deliver status reports • Facilitate monthly ESC meeting
CLIENT Responsibilities	• Attend weekly status calls • Attend monthly ESC meeting
Deliverable Acceptance Criteria	Fourth month of the project is complete
Deliverable ID	1.05
Deliverable Type	Fixed Price
Deliverable Name	Project Management & Meetings - Month 5

Deliverable Description	HARRIS will provide Project Management services including: -HARRIS resource coordination -Schedule maintenance & updates -Status reporting -Weekly status meetings up to two (2) hours per week for Project Manager and two (2) hours per week for the consultants Should the need for more hours of either HARRIS consultants or Project Manager arise, it will be addressed via the Change Control process.
HARRIS Responsibilities	• Facilitate & attend the weekly status calls • Maintain the project schedule • Deliver status reports • Facilitate monthly ESC meeting
CLIENT Responsibilities	• Attend weekly status calls • Attend monthly ESC meeting
Deliverable Acceptance Criteria	Fifth month of the project is complete
Deliverable ID	1.06
Deliverable Type	Fixed Price
Deliverable Name	Project Management & Meetings - Month 6
Deliverable Description	HARRIS will provide Project Management services including: -HARRIS resource coordination -Schedule maintenance & updates -Status reporting -Weekly status meetings up to two (2) hours per week for Project Manager and two (2) hours per week for the consultants Should the need for more hours of either HARRIS consultants or Project Manager arise, it will be addressed via the Change Control process.
HARRIS Responsibilities	• Facilitate & attend the weekly status calls • Maintain the project schedule • Deliver status reports • Facilitate monthly ESC meeting

CLIENT Responsibilities	• Attend weekly status calls • Attend monthly ESC meeting
Deliverable Acceptance Criteria	Sixth month of the project is complete
Deliverable ID	1.07
Deliverable Type	Fixed Price
Deliverable Name	Project Management & Meetings - Month 7
Deliverable Description	HARRIS will provide Project Management services including: -HARRIS resource coordination -Schedule maintenance & updates -Status reporting -Weekly status meetings up to two (2) hours per week for Project Manager and two (2) hours per week for the consultants Should the need for more hours of either HARRIS consultants or Project Manager arise, it will be addressed via the Change Control process.
HARRIS Responsibilities	• Facilitate & attend the weekly status calls • Maintain the project schedule • Deliver status reports • Facilitate monthly ESC meeting
CLIENT Responsibilities	• Attend weekly status calls • Attend monthly ESC meeting
Deliverable Acceptance Criteria	Seventh month of the project is complete
Deliverable ID	1.08
Deliverable Type	Fixed Price
Deliverable Name	Project Management & Meetings - Month 8

Deliverable Description	HARRIS will provide Project Management services including: -HARRIS resource coordination -Schedule maintenance & updates -Status reporting -Weekly status meetings up to two (2) hours per week for Project Manager and two (2) hours per week for the consultants Should the need for more hours of either HARRIS consultants or Project Manager arise, it will be addressed via the Change Control process.
HARRIS Responsibilities	• Facilitate & attend the weekly status calls • Maintain the project schedule • Deliver status reports • Facilitate monthly ESC meeting
CLIENT Responsibilities	• Attend weekly status calls • Attend monthly ESC meeting
Deliverable Acceptance Criteria	Eighth month of the project is complete
Deliverable ID	1.09
Deliverable Type	Fixed Price
Deliverable Name	First Month of Testing Support - Month 4
Deliverable Description	HARRIS will provide testing support services to CLIENT during test execution by CLIENT
HARRIS Responsibilities	• Incident remediation, prioritizing work based on marked priority in the incident according to criteria defined in this document (Appendix A Incident Priority Definitions) • Support testing issues and resolve issues encountered during testing
CLIENT Responsibilities	• Execute testing per test sets as defined in CayStone • Log incidents as issues arise with testing, ensuring that appropriate screenshots, verbiage, and reproduction steps are documented in the CayStone incidents • Conduct validation testing on remediated incidents in a timely manner
Deliverable Acceptance Criteria	First month of CLIENT testing is complete
Deliverable ID	1.10

Deliverable Type	Fixed Price
Deliverable Name	Second Month of Testing Support - Month 5
Deliverable Description	HARRIS will provide testing support services to CLIENT during test execution by CLIENT
HARRIS Responsibilities	• Incident remediation, prioritizing work based on marked priority in the incident according to criteria defined in this document (Appendix A Incident Priority Definitions) • Providing clarifications and guidance on new feature testing
CLIENT Responsibilities	• Execute testing per test sets as defined in CayStone • Log incidents as issues arise with testing, ensuring that appropriate screenshots, verbiage, and reproduction steps are documented in the CayStone incidents • Conduct validation testing on remediated incidents in a timely manner
Deliverable Acceptance Criteria	Second month of CLIENT testing is complete
Deliverable ID	1.11
Deliverable Type	Fixed Price
Deliverable Name	Third Month of Testing Support - Month 6
Deliverable Description	HARRIS will provide testing support services to CLIENT during test execution by CLIENT
HARRIS Responsibilities	• Incident remediation, prioritizing work based on marked priority in the incident according to criteria defined in this document (Appendix A Incident Priority Definitions) • Providing clarifications and guidance on new feature testing
CLIENT Responsibilities	• Execute testing per test sets as defined in CayStone • Log incidents as issues arise with testing, ensuring that appropriate screenshots, verbiage, and reproduction steps are documented in the CayStone incidents • Conduct validation testing on remediated incidents in a timely manner
Deliverable Acceptance Criteria	Third month of CLIENT testing is complete
Deliverable ID	1.12
Deliverable Type	Fixed Price
Deliverable Name	Service Order Automation Testing Support - Month 7

Deliverable Description	HARRIS will provide testing support services to CLIENT during test execution by CLIENT
HARRIS Responsibilities	• Incident remediation, prioritizing work based on marked priority in the incident according to criteria defined in this document • Providing clarifications and guidance on new feature testing
CLIENT Responsibilities	• Execute testing per test sets as defined in CayStone • Log incidents as issues arise with testing, ensuring that appropriate screenshots, verbiage, and reproduction steps are documented in the CayStone incidents • Conduct validation testing on remediated incidents in a timely manner
Deliverable Acceptance Criteria	Third month of CLIENT testing is complete
Deliverable ID	1.13
Deliverable Type	Fixed Price
Deliverable Name	Mock Go-Live & Daily Ops/UAT Testing Support (10 days)
Deliverable Description	HARRIS will conduct a mock-go live prior to the go-live, ensuring the cutover checklist is sufficient to ensure a successful cutover at go-live. Mock Go-live planning 4 people x 2 hours, checklist 4 hours, review checklist with customer 2 hours x 4 people, configuration migration from prod data refresh; AMI configuration migration 12 hours, 10 days mock go-live/daily ops testing support.
HARRIS Responsibilities	• Prepare mock go-live checklist • Review mock go-live checklist with CLIENT • Execute HARRIS-assigned tasks per the checklist and support UAT • Make any necessary changes to checklist based on mock go-live execution
CLIENT Responsibilities	• Review mock go-live checklist and add any additional tasks for CLIENT • Execute CLIENT-assigned tasks per the checklist • Provide feedback on mock go-live execution for the purpose of checklist revision
Deliverable Acceptance Criteria	Completion of mock go-live activities per the mock go-live checklist
Deliverable ID	1.14
Deliverable Type	Fixed Price
Deliverable Name	Go Live Services

Deliverable Description	HARRIS and CLIENT will execute the assigned tasks, per the go-live cutover checklist, over the planned one (1) day go-live time frame. Go-live planning 4 people x 2 hours, checklist 1 hours, review checklist with customer 1 hour x 4 people, configuration migration from prod data refresh, AML configuration migration 12 hours + Go-live validation support 8x3
HARRIS Responsibilities	• Execute HARRIS-assigned tasks per the go-live cutover checklist • HARRIS will be available on go-live to perform HARRIS-assigned tasks per the go-live cutover checklist.
CLIENT Responsibilities	• Execute CLIENT-assigned tasks per the go-live cutover checklist • CLIENT will be available on go-live weekend to perform CLIENT-assigned tasks per the go-live cutover checklist.
Deliverable Acceptance Criteria	Completion of go-live activities per the go-live checklist and CLIENT can access and use the designated environment for production purposes
Deliverable ID	1.15
Deliverable Type	Fixed Price
Deliverable Name	Post Go Live Support
Deliverable Description	HARRIS and CLIENT will execute tasks identified and mutually agreed upon, during the 'one-full billing cycle' (30 days) post go-live period.
HARRIS Responsibilities	• Execute HARRIS-assigned tasks per the agreed upon post go-live period • Remediate P1 & P2 priority incidents
CLIENT Responsibilities	• Execute CLIENT-assigned tasks per the agreed upon post go-live period • Validate & close P1 & P2 priority incidents
Deliverable Acceptance Criteria	All P1 & P2 incidents logged for the project have been remediated
Deliverable ID	1.16
Deliverable Type	Fixed Price
Deliverable Name	Project Close and Handover
Deliverable Description	HARRIS transitions CLIENT from assigned Project Team back to Cayenta Support and formally closes the project. This signifies the acceptance of the official project close. Transition to Support document creation + meet with customer, account manager, support.
HARRIS Responsibilities	• Facilitate handover meeting from Project Team to Cayenta Support • Deliver Support Transition document to CLIENT and Cayenta Support

CLIENT Responsibilities	• Attend handover meeting
Deliverable Acceptance Criteria	HARRIS provides Support Transition document
Deliverable ID	2.01
Deliverable Type	Fixed Price
Deliverable Name	Tantalus AMI Meter Provisioning Export
Deliverable Description	HARRIS will develop the export files (two) of the same layout for Electric & Water, to provision AMI meters in Tantalus. The CSV file contains the data necessary for the TUNet network to identify ERT devices and their associated configuration so that TUNet is able to receive and process readings from these devices. HARRIS will develop a functional design document (FDD) and deliver to CLIENT for review & approval. Development will be based on the approved FDD.
HARRIS Responsibilities	• Develop & deliver Functional Design Document (FDD) • Develop the functionality per the approved FDD • Perform internal unit testing • Apply all required configuration changes to support the functionality • Develop & deliver user documentation • Conduct a handover session with CLIENT testers
CLIENT Responsibilities	• Provide input/clarifications, and attend meetings, as required to support the development of the FDD • Attend handover session
Deliverable Acceptance Criteria	CLIENT approves the FDD, and HARRIS delivers functionality for CLIENT testing
Deliverable ID	2.02
Deliverable Type	Time and Materials
Deliverable Name	Meter Inventory Upload and Device Upload

Deliverable Description	HARRIS will configure the meter inventory process to upload electric meters, water meters, and water devices from the meter manufacturer files. HARRIS will develop a functional design document (FDD) and deliver to CLIENT for review & approval. Development will be based on the approved FDD.
HARRIS Responsibilities	• Develop & deliver Inventory templates for 2 services and a single device upload and meter type templates as provided during discovery • Perform internal unit testing • Apply all required configuration changes to support the functionality • Develop & deliver user documentation • Conduct a handover session with CLIENT testers
CLIENT Responsibilities	• Provide input/clarifications, and attend meetings, as required to support the development of the templates • Attend handover session
Deliverable Acceptance Criteria	CLIENT approves the template formats, and HARRIS delivers functionality for CLIENT testing
Deliverable ID	2.03
Deliverable Type	Fixed Price
Deliverable Name	Launch Location Summary Screen to compass
Deliverable Description	Launch Location Summary Screen within Cayenta to compass passing location number as the key.
HARRIS Responsibilities	Configure the tab within Cayenta.
CLIENT Responsibilities	Test the tab configuration.
Deliverable Acceptance Criteria	CLIENT confirms tab works and location is passed to compass.
Deliverable ID	2.04
Deliverable Type	Time and Materials
Deliverable Name	Meter Data Audit

Deliverable Description	Once all the data mappings for the sync process (Tantalus and Compass) HARRIS will perform an audit of the existing meter information to identify any data inconsistencies that pertain to the AMI solution. Example. Duplicate serial numbers. The audit will produce scripts that will be executed, at first by HARRIS and after training by the CLIENT, throughout the duration of the project to ensure that all data rules are being met. HARRIS will develop a Configuration Requirements document and deliver to CLIENT for review & approval. Configuration will be based on the approved document.
HARRIS Responsibilities	• Develop & deliver the Meter Audit report. • Develop & deliver database audit scripts.
CLIENT Responsibilities	• Provide input/clarifications, and attend meetings, as required to support the development of the Configuration Requirements document. • Manage scripts and perform data clean up.
Deliverable Acceptance Criteria	CLIENT approves the Configuration Requirements document
Deliverable ID	2.05
Deliverable Type	Fixed Price
Deliverable Name	Mass Meter Exchange
Deliverable Description	HARRIS will Configure the mass meter exchange process which will be used to automate the exchange service orders from AMI Provisioning Contractors. The exchange portal will process completed exchanges, damage file, and exceptions file. The exchange portal will also include an export to the third-party contracting software with a list of meters and customer information to exchange. HARRIS will analyze, document, unit test and train for changes required to the mass exchange process.
HARRIS Responsibilities	• Configure mass meter exchange process • Perform internal unit testing • Solutions document for mass meter exchange • Conduct training of process to CLIENT users • Conduct a handover session with CLIENT testers

CLIENT Responsibilities	• Provide input/clarifications, and attend meetings, as required to support the development of the FDD • Attend Training • Attend handover session • CLIENT responsible for continuation of solution for AMI rollout duration
Deliverable Acceptance Criteria	HARRIS delivers functionality and handover session for CLIENT testing
Deliverable ID	2.06
Deliverable Type	Fixed Price
Deliverable Name	AMI Workshops
Deliverable Description	HARRIS will conduct workshops, including joint sessions with SmartWorks and Tantalus for data sync mapping, AMI related configuration and business process discovery including resulting Solutions Document
HARRIS Responsibilities	• Facilitate meetings with CLIENT, SmartWorks and Tantalus • Document AMI configuration and business process findings from meetings for CLIENT review
CLIENT Responsibilities	• Provide input/clarifications, and attend meetings, as required • Review and provide feedback on documented findings from meetings
Deliverable Acceptance Criteria	HARRIS schedules meetings and delivers AMI configuration document (including business process findings) for CLIENT review.
Deliverable ID	2.07
Deliverable Type	Fixed Price
Deliverable Name	Data Synchronization (Compass) & CIS Configuration

Deliverable Description	The synchronization process is based on database views. Synchronized data elements are listed below, and column mapping will be identified in the Analysis phase of the implementation process. HARRIS will develop the database views to the CLIENT specification for the MDMS synchronization. The database views include: • Meters • Locations • Meter/Location Cross Reference • Meter Lat/Long Coordinates • Billing Schedules • CT/PT Multipliers. HARRIS will develop a functional design document (FDD) and deliver to CLIENT for review & approval. Development will be based on the approved FDD. Depending on Customer requirements, the synchronization will occur between 1 to 3 times per day and will be scheduled to occur after the CIS Customer database has been updated. It is assumed that compound meters are two separate encoder heads and AMI Modules on two physical meters. Compass is Meter ID centric, therefore the system of record for meter information should see the High and Low sides of these meters as separate meter numbers. Compass can handle a single Meter ID assuming that the CIS can associate the High and Low sides of the meter using the Alt_Meter_ID and 'H' and 'L' suffixes in the data sync.
HARRIS Responsibilities	• Develop & deliver Functional Design Document (FDD) • Develop the functionality per the approved FDD • Perform internal unit testing • Apply all required configuration changes to support the functionality • Develop & deliver user documentation • Conduct a handover session with CLIENT testers
CLIENT Responsibilities	• Provide input/clarifications, and attend meetings, as required to support the development of the FDD • Attend handover session
Deliverable Acceptance Criteria	CLIENT approves the FDD, and HARRIS delivers the views (as per the FDD) for CLIENT testing
Deliverable ID	2.08

Deliverable Type	Fixed Price
Deliverable Name	Meter Read Multi-speak - configuration and coding for nightly meter reads.
Deliverable Description	HARRIS will configure the GetLatestRead multispeak call which will grab the midnight read from the MDMS. The configuration will grab the billing read from MeterSense as part of the meter extract process. Cayenta to Compass. Includes Forced Automated Read repost tool which allows for the forcing automated reads into RCT table and re-extracting cycle in the event a network error prevents reads. Configuration of billing cycles for AMI only meters, development piece is configuration and testing for communication for multi-speak calls. Includes mapping document on how we are calling multi-speak calls and the configuration that we are putting in place. i.e. Solutions Document
HARRIS Responsibilities	• Configure the functionality as described in the deliverable description • Training for CLIENT on how to use and manage this process • Solution Document for Meter Read MultiSpeak
CLIENT Responsibilities	• Provide input/clarifications, and attend meetings, as required to support the configuration • Ensure that appropriate staff attend all training
Deliverable Acceptance Criteria	HARRIS delivers configuration for CLIENT testing
Deliverable ID	2.09
Deliverable Type	Fixed Price
Deliverable Name	Service Order Automation for MIMO, Disconnect/reconnect from debt
Deliverable Description	SmartWorks will be configured with their rules engine to call AMI MultiSpeak calls for service order automation including move in/move Out and disconnect for debt. HARRIS will create a database view for unprocessed service orders. SmartWorks will call Cayenta API when the MultiSpeak call has been completed by the AMI system. HARRIS will support the configuration conversations of service order and testing of the solution. HARRIS will configure Service Order automation for MIMO, and Disconnect/reconnect from debt

HARRIS Responsibilities	• Create a service order automation matrix • Configure action codes to allow for automation of Move in, Move Out, Disconnection for debt, and Reconnection for debt • Create a mapping document to specify reads expected with service order type to be provided to SmartWorks • Create a database view to provide SmartWorks access to service orders to be processes • API support for the close service order API function from compass • Conduct a handover session with CLIENT testers
CLIENT Responsibilities	• Provide input/clarifications, and attend meetings, as required to support the configuration
Deliverable Acceptance Criteria	HARRIS delivers configuration for CLIENT testing
Deliverable ID	2.10
Deliverable Type	Fixed Price
Deliverable Name	AMR to AMI Meter Switch
Deliverable Description	Cayenta will create a custom portal which will be scheduled based on route to switch AMR meters to AMI meters in Cayenta. The water meters will be provisioned with the sync file to Tantalus once the portal processes the water meters at which point the billing process will be able to pick up reads. The custom portal will update the device type to be an AMI device type vs AMR. At that point, the meter will be recognized in Cayenta as an AMI meter. HARRIS will configure the AMR meter device exchange process which will be used to automate the device change from AMR to AMI. The device exchange portal will upload all meters from the AMI headend file and look for new meters that are not marked as AMI in Cayenta. Anything new will then be switched from AMR to AMI. HARRIS will analyze, document, unit test and train for changes needed to the device change process. HARRIS will analyze, document, unit test and train for changes required to the device change process.

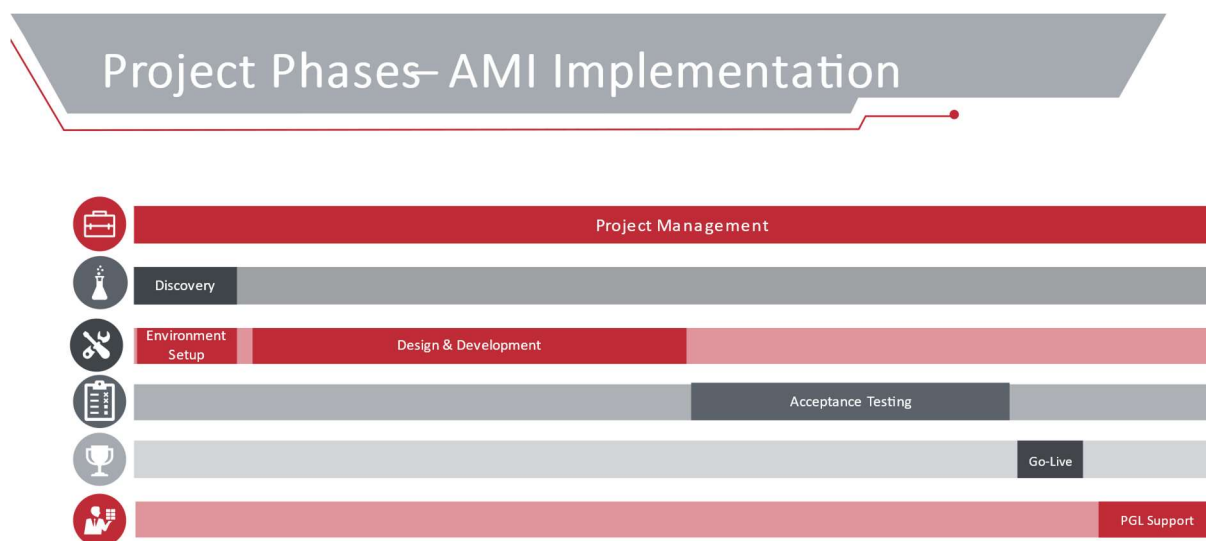
HARRIS Responsibilities	• Configure device exchange process • Perform internal unit testing • FDD for device change exchange • Conduct training of process to CLIENT users • Conduct a handover session with CLIENT testers
CLIENT Responsibilities	• Provide input/clarifications, and attend meetings, as required to support the development of the FDD • Attend Training • Attend handover session • CLIENT responsible for continuation of solution for AMI rollout duration
Deliverable Acceptance Criteria	HARRIS delivers functionality and handover session for CLIENT testing

Deliverable ID	3.01
Deliverable Type	Fixed Price
Deliverable Name	Up to Two Data Refreshes
Deliverable Description	HARRIS will restore AMI portals, AMI views, AMI configuration, and assist with unit testing, for each of the two data refreshes.
HARRIS Responsibilities	• Restore AMI portals, AMI views, AMI configuration • Assist with unit testing
CLIENT Responsibilities	• Add test meters into inventory • Perform refreshes • Install meters at locations, within the Cayenta software, for the purposes of testing
Deliverable Acceptance Criteria	HARRIS provides restoration services, and the associated unit testing is carried out.

Methodology & Schedule

Methodology

Cayenta follows a practiced and proven methodology for delivering projects to our customers. Below is an overview of the project phases that are part of the project, which will be aligned with the overall project.



Project Management

HARRIS will provide a project manager to the project to oversee the HARRIS team and to work with the CLIENT project manager. The HARRIS project manager will be responsible for the following items:

- Develop and maintain the project schedule, collaborating with CLIENT project manager.
- Schedule and facilitate weekly PM meetings.
- Schedule and facilitate weekly team meetings.
- Develop go-live cutover checklist, collaborating with HARRIS and CLIENT project teams.
- Ownership of the Change Control process as outlined in the [Change Control section](#) of this document

Schedule development is a collaborative task – the initial timeframe reflects the pricing provided, and a final schedule is dependent on the completion of project planning, where tasks and dependencies are finalized, resource allocation is confirmed, and all non-working days are identified. A finalized project schedule must be delivered and baselined, and material changes to the initial schedule may require a change order. Any deviation from this process must be agreed to by the project teams.

Environment Setup

CLIENT will provide a dedicated testing environment for this project, so HARRIS has not built-in technical consulting time for environment work. If technical consulting time is required from HARRIS, this can be managed through the Change Control process.

CLIENT will ensure that the designated environment (with configuration) is not refreshed or overwritten with PROD data unless HARRIS agrees. In the case that this accidentally happens, the time for HARRIS to re-create the work lost will be managed through the Change Control process.

Design and Development / Configuration

HARRIS and CLIENT will take a collaborative approach to the design and development of the scoped interfaces/integration. HARRIS will conduct a series of discovery discussions with CLIENT and prepare a detailed Functional Design Document (FDD) for each interface/integration that will be submitted to CLIENT for review and approval. Upon approval of the FDD document for each interface/integration, HARRIS will develop the interface/integration, conduct internal quality assurance testing, and deploy to the project test environment for handover and CLIENT testing. As part of the handover, HARRIS will also deliver documentation pertaining to the interface to help facilitate knowledge transfer and CLIENT testing.

Testing & Documentation

Application testing will be the most critical phase of this project and allows CLIENT to ensure a level of comfort with the delivered solution prior to going live. HARRIS will provide testing support commensurate with the services outlined in the Deliverables section of this document.

CLIENT will test the application and configured solution delivered by HARRIS. CLIENT agrees to use the CayStone testing platform, provided by HARRIS to plan test cases/test sets, track all testing progress via updating of executed test cases/test sets and log incidents for all defects found. Should CLIENT decide to forego the use of CayStone for these purposes (i.e., using alternate means to plan and track testing and incidents), HARRIS may initiate the change control process (per the [Change Control section](#) of this document) to determine impacts to the project, monetary and otherwise.

HARRIS agrees to provide testing support services monthly as outlined in the deliverables of this document. Should there be a need to extend testing support services from HARRIS beyond what is currently scoped in this document, additional months of testing support may be added to the project at a cost determined through the Change Control process.

Go Live

HARRIS and CLIENT will work collaboratively to prepare a go-live cutover checklist. It will be a shared responsibility between HARRIS and CLIENT to ensure that all tasks are documented and assigned appropriately. HARRIS and CLIENT will schedule the go-live to take place over a weekend or a mutually agreeable timeframe.

Post Go-Live and Transition to Support

HARRIS project team will continue to support CLIENT during the defined post go-live period (as indicated in the Deliverables section of this document) as well in this time engage Cayenta Support by preparing a Support Transition document, outlining the details of the implementation relevant to the Cayenta

Support team taking on stewardship of CLIENT support needs going forward. A transition meeting including the HARRIS project team, CLIENT and Cayenta Support will be facilitated by HARRIS as part of this transition.

Schedule

This is planned as an 8-month project, consisting of 5-months of development/configuration/unit testing, followed by 3-months of integrated testing (not inclusive of Post Go-Live and Transition to Support) followed by return to Standard Support.

The schedule has been estimated based on assumed resourcing capabilities of CLIENT and is subject to change upon planning and coordination between HARRIS and CLIENT.

Upon starting the project, the HARRIS project manager will collaborate with CLIENT Project Manager to baseline the project schedule.

Payment Milestones

Below is a list of the payment milestones for this project. CLIENT agrees to pay the milestones upon completion of the mapped deliverables according to the defined acceptance criteria in this document for each deliverable.

MP#	Payment Milestone Description	Invoice Amount	Deliverable ID	Deliverable Name
MP01	Project Management & Meetings - Month 1	\$9,310.00	1.01	Project Management & Meetings - Month 1
MP02	Project Management & Meetings - Month 2	\$9,310.00	1.02	Project Management & Meetings - Month 2
MP03	Project Management & Meetings - Month 3	\$9,310.00	1.03	Project Management & Meetings - Month 3
MP04	Project Management & Meetings - Month 4	\$7,350.00	1.04	Project Management & Meetings - Month 4
MP05	Project Management & Meetings - Month 5	\$7,350.00	1.05	Project Management & Meetings - Month 5
MP06	Project Management & Meetings - Month 6	\$7,350.00	1.06	Project Management & Meetings - Month 6
MP07	Project Management & Meetings - Month 7	\$7,350.00	1.07	Project Management & Meetings - Month 7
MP08	Project Management & Meetings - Month 8	\$7,350.00	1.08	Project Management & Meetings - Month 8
MP09	First Month of Testing Support - Month 4	\$29,400.00	1.09	First Month of Testing Support - Month 4
MP10	Second Month of Testing Support - Month 5	\$26,950.00	1.10	Second Month of Testing Support - Month 5
MP11	Third Month of Testing Support - Month 6	\$24,500.00	1.11	Third Month of Testing Support - Month 6
MP12	Service Order Automation Testing Support - Month 7	\$22,050.00	1.12	Service Order Automation Testing Support - Month 7
MP13	Mock Go-Live & Daily Ops/UAT Testing Support (10 days)	\$14,700.00	1.13	Mock Go-Live & Daily Ops/UAT Testing Support (10 days)
MP14	Go Live Services	\$11,760.00	1.14	Go Live Services
MP15	Post Go Live Support	\$9,800.00	1.15	Post Go Live Support
MP16	Project Close and Handover	\$2,940.00	1.16	Project Close and Handover
MP17	Tantalus AMI Meter Provisioning Export	\$14,700.00	2.01	Tantalus AMI Meter Provisioning Export
MP18	Launch Location Summary Screen to compass	\$1,960.00	2.03	Launch Location Summary Screen to compass
MP19	Mass Meter Exchange	\$41,160.00	2.05	Mass Meter Exchange
MP20	AMI Workshops	\$12,250.00	2.06	AMI Workshops
MP21	Data Synchronization (Compass) & CIS Configuration	\$19,600.00	2.07	Data Synchronization (Compass) & CIS Configuration
MP22	Meter Read Multi-speak - configuration and coding for nightly meter reads.	\$14,700.00	2.08	Meter Read Multi-speak - configuration and coding for nightly meter reads.
MP23	Service Order Automation for MIMO, Disconnect/reconnect from debt	\$11,760.00	2.09	Service Order Automation for MIMO, Disconnect/reconnect from debt
MP24	AMR to AMI Meter Switch	\$19,600.00	2.10	AMR to AMI Meter Switch
MP25	Up to Two Data Refreshes	\$7,840.00	3.01	Up to Two Data Refreshes
	Fixed Price Total	\$350,350.00		

MP#	Payment Milestone Description	Invoice Amount	Deliverable ID	Deliverable Name
T&M	Meter Inventory Upload and Device Upload	\$9,800.00	2.02	Meter Inventory Upload and Device Upload
T&M	Meter Data Audit	\$5,880.00	2.04	Meter Data Audit
	T&M Total	\$15,680.00		
	Project Total	\$366,030.00		

Assumptions

1. No AMI configuration will be put in place until after the Oracle to SQL project has been completed and a fresh instance for AMI development has been created.
2. Any synchronizations from Cayenta and Tantalus or other systems will be batch based, not real time or triggered by transactions within Cayenta.
3. Providing meter coordinates in the Compass views is dependent on the pre-existence of this data within Cayenta. Any GIS synch of latitude/longitude data that does not currently exist is outside the scope of this project.
4. There must be a one-to-one mapping from inbound messages containing reads directly to the target register. No processing will be performed to determine which register a read is meant for beyond mapping from inbound register identifier to the target register. If two registers have the same identification in the inbound messages, the message will not be processed.
5. CLIENT will provide a dedicated test environment that is to be used by the AMI project only.
6. CLIENT network administrators to ensure Tomcat Service is visible to both the SmartWorks server and the Cayenta CIS application.
7. CLIENT network administrators will be responsible for the network connectivity between systems.
8. HARRIS to apply any patches (HARRIS or other) identified as necessary for the project.
9. Service order automation (MIMO, Disconnect/reconnect from debt) will be processed through Compass. Compass will select from the Cayenta SO view and the configuration of the rules engine will orchestrate all Multi-Speak calls to the AMI system.
10. CLIENT is responsible for performing any required data refreshes and should be coordinated with the project team.
11. CLIENT is responsible for backing up the Cayenta AMI test servers.
12. AMI meters will not be installed prior to starting the AMI project with Cayenta. If AMI meters are currently installed this may require additional analysis, configuration, and mass meter type change. The additional effort will be estimated and follow the Change Control Process noted in this SOW.
13. Any data cleanup required because of the meter audit, or as discovered throughout this project, is the responsibility of the CLIENT. If the CLIENT requires assistance for this cleanup Cayenta will estimate and follow the Change Control Process noted in this SOW.
14. The sync files to both Tantalus and SmartWorks will include AMI meters only.
15. Cayenta will retrieve only AMI meter reads from the MDMS. All non-AMI meters will be processed through the regular meter read upload/download procedures.
16. Any missing reads on cycle billing will be handled in the existing meter read procedures in place in CLIENT CIS system.
17. Two CSV files of the same layout for Electric & Water, will be provided from Cayenta, for the Tantalus/TuNetsync process.
18. The CSV file contains the data necessary for the TUNet network to identify ERT devices and their associated configuration so that TUNet is able to receive and process readings from these devices.

19. The upload of meter test information is excluded in the scope of this project. If during the workshops meter test information is determined to be required, an estimate will be provided, and follow the Change Control Process noted in this SOW.
20. CayStone will be used to manage incidents.
21. CLIENT is responsible for creating and executing integrated testing scripts, with support from HARRIS.
22. Training of the functionality of CLIENT's existing Cayenta CIS system is not included, as a certain amount of application knowledge is assumed for the CLIENT users who are performing integrated testing.
23. This project excludes any modifications to letters, reports, or bill print. If necessary, an estimate will be provided and follow the Change Control Process noted in this SOW.

Overall Terms & Termination

Terms and Conditions

1. All license fees and related support and maintenance fees shall be billed upon signing the Statement of Work, unless otherwise noted in this document.
2. Pricing is fixed for scope as defined by this document unless it is noted as Time and Material in the Table of Services and excludes any applicable taxes.
3. Additional services deemed out of scope (per this document) will be billed at \$250 per hour and will require documentation from HARRIS and the CLIENT and compliance with the [Change Control Process](#).
4. CLIENT will provide a direct connection to the Server on which the database resides.
5. CLIENT will provide any necessary infrastructure for the project.
6. This SOW excludes data refreshes.
7. Potential Bill Print impacts, which may occur from this project will be managed through the Change Order process.
8. Both HARRIS and CLIENT will ensure members are available on dates agreed to and scheduled.
9. Change Orders will be created for any tasks that are requested outside the scope of the project and will follow the [Change Control Process](#).
10. All project work is planned as remote.
11. Hardware costs are priced/managed directly by CLIENT.
12. HARRIS reserves the right to pause work upon notification to CLIENT if HARRIS invoices become aged greater than 60 days.
13. In the event CLIENT terminates this Agreement, CLIENT shall be invoiced for work done to date as of notification and CLIENT will pay all outstanding Fees and other amounts owing to Harris under this Agreement.

Termination

Unless HARRIS and/or CLIENT exercises its right to terminate this Statement of Work due to material breach or default, HARRIS must provide, and the CLIENT must purchase, Services from HARRIS for the items defined within this Statement of Work.

The CLIENT obligations include the following:

1. Complete payment for services performed and expenses incurred prior to termination including:
 - a. Any amount previously invoiced but unpaid.
 - b. Fees for services performed through termination date which have not been invoiced; and
 - c. Any approved Travel and Living costs incurred.

If HARRIS terminates this Statement of Work without cause, then it shall:

1. Provide notice of 10 calendar days for termination without cause.
2. Refund to the CLIENT any fees that have not been earned under this Statement of Work through the termination date.

Under no circumstances shall HARRIS be liable for any special, indirect, consequential, punitive, or incidental damages of any kind, including but not limited to loss of revenue, loss of profits, loss of business opportunity, loss of data arising out of or in connection with this scope statement, even if HARRIS has been advised of the possibility of such damages. In any event, HARRIS shall not be liable to pay any amount, in the aggregate, that is greater than the fees received by HARRIS under this Statement of Work.

Appendix A: Incident Priority Definitions

HARRIS and CLIENT agree to use the following priority definitions when prioritizing incidents logged during the project.

Priority 1 – Critical

- System Down (Software Application, Hardware, Operating System, Database)
- Application errors without workarounds that prevent testers from testing.
- Incorrect calculation errors impacting a majority of data.
- Aborted postings or error messages preventing data integration and update.
- Performance issues of severe nature impacting critical processes
- Performance issues impacting critical processes.
- Critical incidents assigned back to CLIENT need to be validated within a business day.
- Data Security issues

Note: the existence of a reasonable work-around precludes a Priority 1 or Priority 2 issue in mostcases.

Priority 2 - High

- Application errors that have workarounds impacting business, but the workaround is eithercomplex or time consuming and significantly affects productivity after go-live.
- Calculation errors impacting a minority of records.
- Report generation failures impacting critical processes.
- Report calculation issues
- Printer related issues (related to interfaces with our software and not the printer itself)
- High Priority incidents assigned back to CLIENT need to be validated within 2- 3 business days.

Priority 3 – Medium

- Application errors/issues that have workarounds impacting business, but the workaround iseither complex or time consuming.
- Report formatting issues
- Issues with workarounds for large majority of accounts
- Some recommendations for enhancements on application changes
- Performance issues not impacting critical processes.
- Usability issues
- Medium Priority incidents assigned back to CLIENT need to be validated within 5 business days.

Appendix B: Change Control Process

The "Change Control Process" governs changes to the Project parameters (scope, schedule, budget, quality, risk) during the life of the Project. Change Orders can be requested by HARRIS or CLIENT; however, all Change Orders must be approved in writing by both HARRIS and CLIENT before any changes are formally accepted into the project.

No Change Order shall become effective unless mutually agreed to in writing by both parties. No work, other than estimating, will be performed on a Change Order by HARRIS until sign off has been obtained by the parties. There will not be fees charged by HARRIS to provide estimates for Change Orders.

To effectively control changes to the project, HARRIS uses an industry standard Change Control process to assess all impacts of a potential project change. The Change Control process is described below:

Change Request Submission

CLIENT and/or HARRIS identify a need for a change to the project and submit a request. It is expected that the party raising the request will provide as much relevant information as possible at the time of raising the request to support proper impact assessment activities.

Such a request must be in writing and identify the business and other reasons for the requested change and the impact it would have if the change were agreed upon, which may include Budget, Deliverables, Milestone Payments, Schedule, Risks, and Resources.

Change Request Assessment

HARRIS and CLIENT Project Managers will assess the potential change and the impact on budget, schedule, quality, resources, and risks. Where applicable, options will be defined and documented.

Change Order (document)

The HARRIS Project Manager will prepare a formal Change Order document and submit it to CLIENT for review. The Change Order document will contain at a minimum:

- Business reason/justification for the change
- Detailed description of the change
- Impact assessment of the change
- Any payment milestone revisions impacted by the change (projected billing dates and invoice amounts)
- Project impacts of not approving the change

Any Deliverables that have already been completed and accepted by the CLIENT that are subsequently altered because of a Change Order must be appropriately revised, pursuant to the Change Order, with the change number and date noted. An updated version of such a Deliverable will then be signed and stored with the project documentation.

CLIENT and HARRIS will review the Change Order for approval or rejection.

Change Order Review Period

After any request for a Change Order is made, the parties will have five (5) business days, or any additional, mutually agreed upon period, to consider the request (the "Change Order Review Period").

The Change Order Review Period will commence the day the Change Order request is received in writing by the party being asked for the Change Order. During the Change Order Review Period, HARRIS will provide the CLIENT with all information material to the requested Change Order, regardless of which party initiated the Change Order, including but not limited to any additional fees that would be incurred, the impacts on the relevant Deliverables, and any alteration of the MS Project Schedule that would result if the Change Order were agreed to. HARRIS will also, during the Change Order Review Period, provide a time and materials or a Fixed Price cost based on the CLIENT's desired pricing model.

During the Change Order Review Period, the CLIENT will provide HARRIS with any information reasonably requested by HARRIS to evaluate any Change Order requested by CLIENT.

Change Order Approval

If both the CLIENT and HARRIS agree to the change, all relevant terms shall be documented in the Change Order. Any charges not already specified in the Statement of Work, or which are different than those in this Statement of Work will be noted in the Change Order. Any additional services performed by HARRIS because of a Change Order will require the payment to HARRIS of additional fees as agreed.

Upon approval, CLIENT and HARRIS will sign the Change Order document and have the executed copy stored in the project document repository.

Change Order Rejection

If agreement on a requested Change Order does not occur by the end of the Change Order Review Period, the change order is considered rejected. At this point, either party may initiate the conflict resolution process set forth in this Statement of Work regarding the requested Change Order, unless the change solely regards a Deliverable that was completed and accepted before the request for the Change Order was made.

Change Request/Change Order Log

HARRIS will maintain an ongoing log of all Change Orders during the life of the project. This will be accessible to CLIENT.

Conflict Resolution Process

HARRIS recommends three levels for conflict escalation:

1. Project Managers to
2. Sponsors/Director to
3. Executive (VP, EVP, GM).

One representative from HARRIS and representatives from CLIENT are designated at each level. All issues must be in written form – providing details, impacts, and alternative resolutions. If the parties are unable to resolve a dispute through this informal process, then they will follow the formal Dispute Resolution process that is set forth in the Software Implementation Services Agreement.



City of High Point

Municipal Office Building
211 S. Hamilton Street
High Point, NC 27260

Master

File Number: 2023-391

File ID: 2023-391

Type: Miscellaneous Item

Status: To Be Introduced

Version: 1

Reference:

In Control: Finance Committee

File Created: 08/11/2023

File Name:

Final Action:

Title: Consideration of a Purchase of a Customer Engagement Portal from Harris Utilities in the amount of \$181,125
City Council is requested to approve a purchase of a Customer Engagement Portal from Harris Utilities in the amount of \$181,125 with an annual reoccurring cost of \$90,000 (pro-rated for the first year at \$22,500) and authorize the appropriate City Official(s) to execute all necessary documents. (Recommended by Finance Committee)

Notes:

Sponsors:

Enactment Date:

Attachments: Harris Utilities - Customer Engagement Portal

Enactment Number:

Contact Name:

Hearing Date:

Drafter Name: sandra.keeney@highpointnc.gov

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
---------------	--------------	-------	---------	----------	-----------	-----------------	---------

CITY OF HIGH POINT

AGENDA ITEM

TITLE: Purchase of the Customer Engagement Portal - SilverBlaze	
FROM: Jeremy Coble – Customer Service Director	MEETING DATE: 8/21/23
PUBLIC HEARING: N/A	ADVERTISED DATE/BY: N/A
ATTACHMENTS: Customer Portal SOW	

PURPOSE: The City is actively seeking to procure a Customer Engagement Portal (CEP) with the primary goal of harnessing the data collected through AMI implementation. This strategic acquisition aims to enhance communication and foster improved customer interactions with the City.

BACKGROUND: Currently, the City is in the process of deploying Advanced Metering Infrastructure (AMI) to elevate the performance of its Electric and Water Utility services. This undertaking is poised to generate a substantial volume of data points, empowering customers to access this information through the portal. Through the portal, customers can effectively manage their utility usage and stay informed about billing amounts, promoting greater control over their consumption and expenses. Furthermore, the portal will serve as an additional communication platform, enabling the City to engage with customers more efficiently. It will facilitate interactions, allowing customers to access City services conveniently online.

Benefits of a CEP portal:

- Real-time usage data access
- Convenient billing and payment management
- Personalized energy-saving tips
- Service outage notifications
- Easy self-service options
- Customer support access
- Environmental awareness and education

BUDGET IMPACT: Funding is available in Electric Capital Projects Fund.

RECOMMENDATION/ACTION REQUESTED: Staff recommends the purchase of the Customer Engagement Portal from Harris Utilities for \$181,125.00 and annual reoccurring cost of \$90,000.00 (pro-rated for first year at \$22,500.00).



STATEMENT OF WORK

Between



City of High Point
211 South Hamilton
High Point, North Carolina 27261
USA

And



Cayenta, A Division of
N. Harris Computer Corporation
8333 Eastlake Drive, Suite 101
Burnaby, BC V5A 4W2
Canada

For

Connect Customers
Powered by SilverBlaze

Contents

Executive Summary & Overview	1
Project Start Pre-Requisites	2
Table of Services	3
Deliverables.....	4
Methodology & Schedule	13
Methodology.....	13
Project Management	13
Environment Setup	14
Discovery & Configuration	14
Testing.....	14
Go Live.....	14
Post Go-Live and Transition to Support	14
Schedule.....	15
Payment Milestones	15
Connect Customers License	16
Assumptions.....	17
Overall Terms & Termination.....	17
Terms and Conditions	17
Termination.....	18
Appendix A: Incident Priority Definitions	19
Appendix B: Change Control Process.....	20
Appendix C: Product Scope.....	22
Appendix D: Customer Engagement Portal Hardware and Software Requirements	30

The purpose of this Statement of Work is to set forth in detail the Software and Services deliverables to be provided by HARRIS, the milestones, schedule and acceptance criteria for such deliverables, the process for changes in scope and the respective responsibilities of HARRIS and CLIENT in connection with this Statement of Work. HARRIS will be the Prime Contractor for all application software and Services being provided under the Contract with CLIENT.

This Statement of Work shall be governed by the terms and conditions of the City of High Point - Services Agreement, dated September 28, 2001, between Cayenta Canada Inc. and City of High Point.

IN WITNESS WHEREOF, a duly authorized representative of each party has executed this Statement of Work on the Effective Date:

City of High Point, North Carolina

**CAYENTA, a division of N. Harris
Computer Corporation**

Name:

(Signature)

Name:

(Signature)

Name:

(Print)

Name:

(Print)

Title:

Title:

Date:

Date:

Executive Summary & Overview

The City of High Point (CLIENT) is embarking on an installation and implementation of Cayenta Connect Customers Portal, powered by SilverBlaze.

CLIENT has requested to engage Cayenta (HARRIS) for value-added services related to the project outlined in the Deliverables section of this document. These services are not included in the Software and Maintenance Fees.

Under the direction of the CLIENT Project Owner, the CLIENT Project Manager will drive and oversee the project in coordination with the HARRIS Project Manager.

During the project, if CLIENT needs to make any changes to the Environments, the changes need to be approved by the HARRIS project team. Changes to the configuration or interfaces that are not advised by the HARRIS project team also need to be fully documented in CayStone.

The ongoing operation for the Solution will be the responsibility of the CLIENT following the project Go-live date. All interfaces delivered within this SOW are fully the responsibility of the CLIENT to administer, maintain, and support. HARRIS services can be engaged on a time and material basis at the then current rate if the CLIENT requires additional assistance. Please note that resource availability may impact the timeline such assistance will be delivered.

Project Start Pre-Requisites

In addition to the approved statement of work, HARRIS and CLIENT agree that the following pre-requisites will be satisfied to begin work on this project. Any pre-requisites that are the responsibility of CLIENT will be considered out of scope of this project and any services required of HARRIS for CLIENT-owned pre-requisites will be addressed through the Change Control process outlined in this document.

Pre-Requisite	Responsible Party
CLIENT will have resources assigned to work on the project as per the schedule defined in this document. This is inclusive of all project work including test execution, workshop & meeting participation as well as any other activities prescribed.	CLIENT
HARRIS project team will be assembled and prepared to work on this project per the schedule defined in this document.	HARRIS
CLIENT will provide all necessary infrastructure required by HARRIS for the delivery of the scope of this project, including but not limited to required servers to support the environments required by this project. Reference Appendix D for minimum requirements.	CLIENT
Cayenta software is at a minimum version of 7.9	CLIENT
CLIENT will provide access to a refreshed Cayenta CIS TEST environment to allow for configuration and testing to take place per the scope defined in this document.	CLIENT

Table of Services

Below is a summary list of the deliverables for the project. The Deliverables section itemizes each deliverable in detail regarding specific scope, responsibilities for HARRIS and CLIENT as well as acceptance criteria.

Component Group	Deliverable #	Deliverable Name	Hours	Cost	Deliverable Type
Consulting Services	1.01	Project Planning & Setup	41	\$9,225.00	Fixed Price
	1.02	Testing Support - Month 1	44	\$9,900.00	Fixed Price
	1.03	Testing Support - Month 2	44	\$9,900.00	Fixed Price
	1.04	Testing Support - Month 3	44	\$9,900.00	Fixed Price
	1.05	Testing Support - Month 4	44	\$9,900.00	Fixed Price
	1.06	Mock Go Live	26	\$5,850.00	Fixed Price
	1.07	Go Live Services	26	\$5,850.00	Fixed Price
	1.08	Support Transition & Project Close (1 week)	24	\$5,400.00	Fixed Price
		Consulting Services Total	293	\$65,925.00	
Technical	2.01	Portal Installation	24	\$5,400.00	Fixed Price
		Technical Services Total	24	\$5,400.00	
Product Services	3.01	Portal Discovery & Requirements Documentation	10	\$2,250.00	Fixed Price
	3.02	Base Portal Configuration	8	\$1,800.00	Fixed Price
	3.03	Payment Processer Integration Configuration	16	\$3,600.00	Fixed Price
	3.04	AMI/MDM Configuration	16	\$3,600.00	Fixed Price
	3.05	Customer Service Representative (CSR) & Administrator training	8	\$1,800.00	Fixed Price
	3.06	Smart Forms Discovery	10	\$2,250.00	Fixed Price
	3.07	Smart Forms Configuration	12	\$2,700.00	Fixed Price
	3.08	Smart Forms Training	8	\$1,800.00	Fixed Price
		Product Services Total	88	\$19,800.00	
		Project Total	405	\$91,125.00	

Deliverables

Below is a detailed listing of all deliverables in scope of this project. With each deliverable is specific responsibilities to be performed by HARRIS and CLIENT respectively as part of completion of this deliverable. Acceptance criteria for each deliverable specifies the criteria by which CLIENT will accept the deliverable upon completion by HARRIS. Upon satisfying the acceptance criteria for the deliverable will make the deliverable eligible to be billed as defined in the Payment Milestones section of this document.

Deliverable ID	1.01
Deliverable Type	Fixed Price
Deliverable Name	Project Planning & Setup
Deliverable Description	HARRIS and CLIENT project managers will develop the project schedule. HARRIS will provision the tools needed for project execution including CayStone, SharePoint and Smartsheet. HARRIS will schedule and facilitate the project kick-off meeting
Harris Responsibilities	• Develop project schedule • Review schedule with CLIENT • Create CayStone project & provide access to CLIENT stakeholders • Schedule and facilitate project kick-off meeting • Set up CayStone project and train CLIENT core team on CayStone
CLIENT Responsibilities	• Participate in schedule development • Review & approve project schedule • Provide stakeholder list to HARRIS • Participate in project kick-off meeting
Deliverable Acceptance Criteria	Project schedule is delivered Access granted to stakeholders in CayStone Kick-off meeting is held
Deliverable ID	1.02
Deliverable Type	Fixed Price
Deliverable Name	Testing Support - Month 1
Deliverable Description	HARRIS will provide testing support services to CLIENT during test execution by CLIENT
HARRIS Responsibilities	• Incident remediation, prioritizing work based on marked priority in the incident according to criteria defined in this document • Providing clarifications and guidance on new feature testing

CLIENT Responsibilities	• Execute testing per test sets as defined in CayStone • Log incidents as issues arise with testing, ensuring that appropriate screenshots, verbiage, and reproduction steps are documented in the CayStone incidents • Conduct validation testing on remediated incidents in a timely manner
Deliverable Acceptance Criteria	First month of CLIENT testing is complete
Deliverable ID	1.03
Deliverable Type	Fixed Price
Deliverable Name	Testing Support - Month 2
Deliverable Description	HARRIS will provide testing support services to CLIENT during test execution by CLIENT
HARRIS Responsibilities	• Incident remediation, prioritizing work based on marked priority in the incident according to criteria defined in this document • Providing clarifications and guidance on new feature testing
CLIENT Responsibilities	• Execute testing per test sets as defined in CayStone • Log incidents as issues arise with testing, ensuring that appropriate screenshots, verbiage, and reproduction steps are documented in the CayStone incidents • Conduct validation testing on remediated incidents in a timely manner
Deliverable Acceptance Criteria	Second month of CLIENT testing is complete
Deliverable ID	1.04
Deliverable Type	Fixed Price
Deliverable Name	Testing Support - Month 3
Deliverable Description	HARRIS will provide testing support services to CLIENT during test execution by CLIENT
HARRIS Responsibilities	• Incident remediation, prioritizing work based on marked priority in the incident according to criteria defined in this document • Providing clarifications and guidance on new feature testing
CLIENT Responsibilities	• Execute testing per test sets as defined in CayStone • Log incidents as issues arise with testing, ensuring that appropriate screenshots, verbiage, and reproduction steps are documented in the CayStone incidents • Conduct validation testing on remediated incidents in a timely manner

Deliverable Acceptance Criteria	Third month of CLIENT testing is complete
Deliverable ID	1.05
Deliverable Type	Fixed Price
Deliverable Name	Testing Support - Month 4
Deliverable Description	HARRIS will provide testing support services to CLIENT during test execution by CLIENT
HARRIS Responsibilities	• Incident remediation, prioritizing work based on marked priority in the incident according to criteria defined in this document • Providing clarifications and guidance on new feature testing
CLIENT Responsibilities	• Execute testing per test sets as defined in CayStone • Log incidents as issues arise with testing, ensuring that appropriate screenshots, verbiage, and reproduction steps are documented in the CayStone incidents • Conduct validation testing on remediated incidents in a timely manner
Deliverable Acceptance Criteria	Fourth month of CLIENT testing is complete
Deliverable ID	1.06
Deliverable Type	Fixed Price
Deliverable Name	Mock Go Live
Deliverable Description	HARRIS will conduct a mock-go live prior to the go-live, ensuring the cutover checklist is sufficient to ensure a successful cutover at go-live.
HARRIS Responsibilities	• Prepare mock go-live checklist • Review mock go-live checklist with CLIENT • Execute HARRIS-assigned tasks per the checklist • Make any necessary changes to checklist based on mock go-live execution
CLIENT Responsibilities	• Review mock go-live checklist and add any additional tasks for CLIENT • Execute CLIENT-assigned tasks per the checklist • Provide feedback on mock go-live execution for the purpose of checklist revision
Deliverable Acceptance Criteria	Completion of mock go-live activities per the mock go-live checklist
Deliverable ID	1.07

Deliverable Type	Fixed Price
Deliverable Name	Go Live Services
Deliverable Description	HARRIS and CLIENT will execute the assigned tasks, per the go-live cutover checklist, over the planned one (1) day go-live time frame.
HARRIS Responsibilities	• Execute HARRIS-assigned tasks per the go-live cutover checklist • HARRIS will be available on go-live weekend to perform HARRIS-assigned tasks per the go-live cutover checklist.
CLIENT Responsibilities	• Execute CLIENT-assigned tasks per the go-live cutover checklist • CLIENT will be available on go-live weekend to perform CLIENT-assigned tasks per the go-live cutover checklist.
Deliverable Acceptance Criteria	Completion of go-live activities per the go-live checklist and CLIENT can access and use the CayProd environment for production purposes.
Deliverable ID	1.08
Deliverable Type	Fixed Price
Deliverable Name	Support Transition & Project Close (1 week)
Deliverable Description	HARRIS transitions CLIENT from assigned Project Team back to Cayenta Support and formally closes the project. The period of post go-live support provided by the Project Team will be one (1) week from the date of go-live. Acceptance of this deliverable signifies the acceptance of the project and official project close.
HARRIS Responsibilities	• Facilitate handover meeting from Project Team to Cayenta Support • Deliver Support Transition document to CLIENT and Cayenta Support • Remediate P1 & P2 priority incidents
CLIENT Responsibilities	• Attend handover meeting • Validate & close P1 & P2 priority incidents
Deliverable Acceptance Criteria	HARRIS provides Support Transition document All P1 & P2 incidents logged for the project have been remediated
Deliverable ID	2.01
Deliverable Type	Fixed Price
Deliverable Name	Portal Installation
Deliverable Description	HARRIS will install the Connect Customers Portal (CCP) which will be used as the primary testing environment for the project and the production environment upon go-live.

HARRIS Responsibilities	• Install and configure the CCP Application Server • Install and configure the CCP Web Server • Install and configure the CCP Web Server Plugin • Install and configure the CCP Database • Configure Portal Deployment Package • Configure Smart Forms Package
CLIENT Responsibilities	• Provision all server hardware as required (defined in the "Environments" section in this document) • Provision necessary network access for HARRIS resources to conduct software installations pertaining to Connect Customers Portal environment setup • Ensure appropriate network and machine permissions are provisioned to allow HARRIS to perform Connect Customers Portal setup • Register desired domain name(s) for customer portal • Provide any SSL certificates required
Deliverable Acceptance Criteria	HARRIS completes the Customer Portal Engagement installation and CLIENT can successfully launch the Connect Customers Portal
Deliverable ID	3.01
Deliverable Type	Fixed Price
Deliverable Name	Portal Discovery & Requirements Documentation
Deliverable Description	HARRIS will facilitate a set of discovery sessions targeted at gathering and documenting the CLIENT requirements surrounding portal functionality including: -Portal theme (i.e., look and feel) -Details on portal integrations as included in this document HARRIS will prepare a requirements document to be provided to CLIENT for approval that will form the basis of configuration scope for the project
HARRIS Responsibilities	• Schedule and facilitate the discovery session(s) • Prepare and deliver Requirements Documentation
CLIENT Responsibilities	• Assist HARRIS in scheduling stakeholders for discovery session(s) • Provide input/clarification as needed during documentation compilation
Deliverable Acceptance Criteria	HARRIS provides the Requirements Documentation
Deliverable ID	3.02
Deliverable Type	Fixed Price
Deliverable Name	Base Portal Configuration

Deliverable Description	HARRIS will configure the portal in preparation for CLIENT testing. Specific configuration scope is defined in Appendix C for what is included in Base Configuration.
HARRIS Responsibilities	• Configure the Connect Customers Portal for the scope as defined in the "Base Configuration" section of this document
CLIENT Responsibilities	• Provide input/clarifications on configuration questions as required • Provide infrastructure support as required
Deliverable Acceptance Criteria	HARRIS completes base configuration of the Connect Customers Portal and demonstrates the portal to CLIENT in advance of CLIENT testing
Deliverable ID	3.03
Deliverable Type	Fixed Price
Deliverable Name	Payment Processor Integration Configuration
Deliverable Description	HARRIS will configure the Connect Customers Portal with the Paymentus platform in order to allow CLIENT customers to make payments on the portal. Specific items pertaining to payment processor integration are outlined in Appendix C.
HARRIS Responsibilities	• Configure the portal to allow for the ability to process payments using the Paymentus platform • Conduct unit testing of the integration, working directly with Paymentus services consultants • Deliver overview training on the end user experience for processing payments using the portal
CLIENT Responsibilities	• Procure all licensing and services from Paymentus • Provide technical and infrastructure support as required by HARRIS or Paymentus
Deliverable Acceptance Criteria	HARRIS completes configuration for Paymentus integration and delivers overview training to CLIENT
Deliverable ID	3.04
Deliverable Type	Fixed Price
Deliverable Name	AMI/MDM Configuration
Deliverable Description	HARRIS will configure the Connect Customers Portal with the SmartWorks/Compass platform to allow CLIENT customers to view smart meter data. Specific items pertaining to AMI/MDM integration are outlined in Appendix C.

HARRIS Responsibilities	• Configure the portal to allow for smart meter data presentment using the SmartWorks/Compass platform • Conduct unit testing of the integration, working directly with SmartWorks/Compass services consultants • Deliver overview training on the end user experience for viewing smart meter data using the portal
CLIENT Responsibilities	• Procure all licensing and services from SmartWorks/Compass • Provide technical and infrastructure support as required by HARRIS or SmartWorks/Compass
Deliverable Acceptance Criteria	HARRIS completes configuration for SmartWorks integration and delivers overview training to CLIENT
Deliverable ID	3.05
Deliverable Type	Fixed Price
Deliverable Name	Customer Service Representative (CSR) & Administrator training
Deliverable Description	HARRIS will deliver training to CLIENT on the CSR experience for the Connect Customers Portal as well as training on the day-to-day administration of the system
HARRIS Responsibilities	• Deliver administrator training on the Connect Customers Portal • Deliver CSR training on the Connect Customers Portal • Training will be two hours of preparation and two hours for Administrator training • Training will be two hours of preparation and two hours for CSR training
CLIENT Responsibilities	• Assist with scheduling of the training, ensuring all stakeholders attend required sessions
Deliverable Acceptance Criteria	HARRIS delivers the Administrator training HARRIS delivers the CSR training
Deliverable ID	3.06
Deliverable Type	Fixed Price
Deliverable Name	Smart Forms Discovery
Deliverable Description	HARRIS will facilitate a set of discovery & design sessions targeted at gathering and documenting the CLIENT requirements surrounding Smart Forms: -Visual layout of Smart Forms (field naming, field placement, identify mandatory & optional fields)

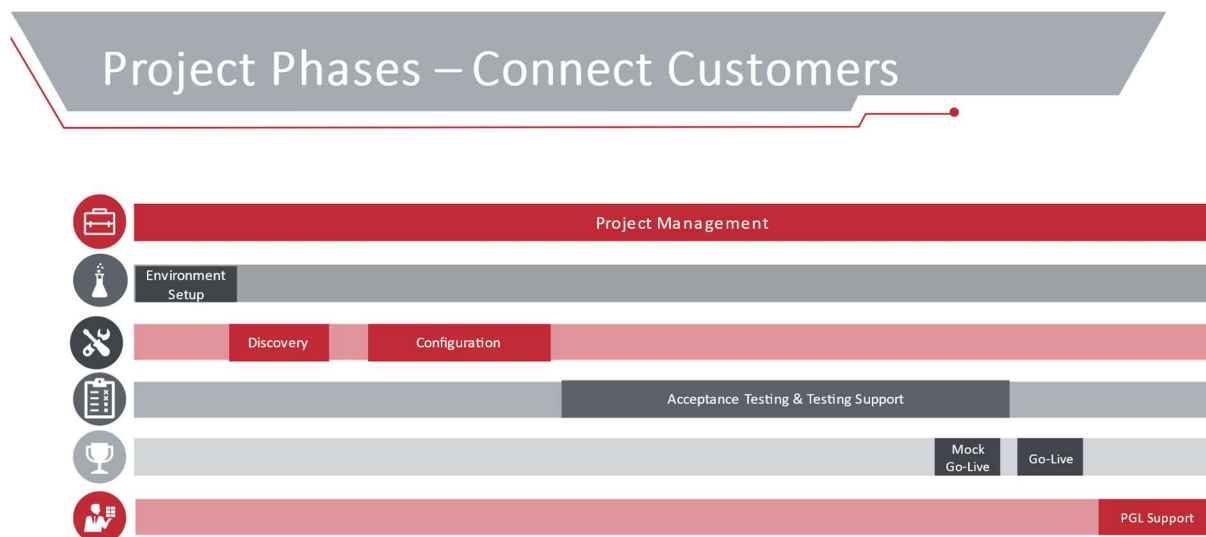
HARRIS Responsibilities	• Schedule and facilitate the discovery & design session(s) and the design documentation
CLIENT Responsibilities	• Assist HARRIS in scheduling stakeholders for session(s)
Deliverable Acceptance Criteria	HARRIS facilitates the session(s) Harris delivers design documentation
Deliverable ID	3.07
Deliverable Type	Fixed Price
Deliverable Name	Smart Forms Configuration
Deliverable Description	HARRIS will install and configure the scoped Smart Forms solution (specific Smart Forms as indicated in the "Smart Forms" section of this document). Configuration includes: -Ensuring Smart Forms match the design as agreed to in the Discovery deliverable -CIS integration with Smart Forms as determined by required Smart Form functionality. Specific items pertaining to Smart Forms configuration are outlined in Appendix C.
HARRIS Responsibilities	• Install Smart Forms module • Configure layout of Smart Forms including field naming, field placement and ensuring mandatory/optional fields are configured • Configure CIS integration to support required Smart Forms functionality
CLIENT Responsibilities	• Provide input/clarifications as required
Deliverable Acceptance Criteria	HARRIS delivers the Smart Forms configuration for CLIENT testing
Deliverable ID	3.08
Deliverable Type	Fixed Price
Deliverable Name	Smart Forms Training
Deliverable Description	HARRIS will deliver training to CLIENT on the CSR experience for the delivered Smart Forms as well as training on the day-to-day administration of the Smart Forms
HARRIS Responsibilities	• Deliver administrative training on the Smart Forms • Deliver CSR training on the Smart Forms

CLIENT Responsibilities	• Assist with scheduling of the training, ensuring all stakeholders attend required sessions
Deliverable Acceptance Criteria	HARRIS delivers the administrative training HARRIS delivers the CSR training

Methodology & Schedule

Methodology

Cayenta follows a practiced and proven methodology for delivering projects to our customers. Below is an overview of the project phases that are part of the project.



Project Management

HARRIS will provide a project manager to the project to oversee the HARRIS team and to work with the CLIENT project manager. The HARRIS project manager will be responsible for the following items:

- Develop and maintain the project schedule, collaborating with CLIENT project manager.
- Schedule and facilitate weekly PM meetings.
- Schedule and facilitate weekly team meetings.
- Develop go-live cutover checklist, collaborating with HARRIS and CLIENT project teams.
- Ownership of the Change Control process as outlined in the [Change Control section](#) of this document

Schedule development is a collaborative task – the initial timeframe reflects the pricing provided, and a final schedule is dependent on the completion of project planning, where tasks and dependencies are finalized, resource allocation is confirmed, and all non-working days are identified. A finalized project schedule must be delivered and baselined, and material changes to the initial schedule may require a change order. Any deviation from this process must be agreed to by the project teams.

Environment Setup

CLIENT will provide a dedicated CIS testing environment for this project, so HARRIS has not built-in technical consulting time for environment work. If technical consulting time is required from HARRIS, this can be managed through the Change Control process.

CLIENT will ensure that the designated environment (with configuration) is not refreshed or overwritten with PROD data unless HARRIS agrees. In the case that this accidentally happens, the time for HARRIS to re-create the work lost will be managed through the Change Control process.

Discovery & Configuration

HARRIS and CLIENT will take a collaborative approach to the design and development of the portal. HARRIS will conduct a set of discovery discussions with CLIENT and prepare detailed requirements documentation that will be submitted to CLIENT for review and approval. Upon approval of the requirements, HARRIS will configure the products, conduct internal quality assurance testing, and deploy to the project test environment for handover and CLIENT testing. As part of the handover, HARRIS will also facilitate knowledge transfer and ensure CLIENT has the required knowledge to conduct testing.

Testing

Application testing will be the most critical phase of this project and allows CLIENT to ensure a level of comfort with the delivered solution prior to going live. HARRIS will provide testing support commensurate with the services outlined in the Deliverables section of this document.

CLIENT will test the application and configured solution delivered by HARRIS. CLIENT agrees to use the CayStone testing platform, provided by HARRIS to plan test cases/test sets, track all testing progress via updating of executed test cases/test sets and log incidents for all defects found. Should CLIENT decide to forego the use of CayStone for these purposes (i.e., using alternate means to plan and track testing and incidents), HARRIS may initiate the change control process (per the [Change Control section](#) of this document) to determine impacts to the project, monetary and otherwise.

HARRIS agrees to provide testing support services on a monthly basis as outlined in the deliverables of this document. Should there be a need to extend testing support services from HARRIS beyond what is currently scoped in this document, additional months of testing support may be added to the project at a cost determined through the Change Control process.

Go Live

HARRIS and CLIENT will work collaboratively to prepare a go-live cutover checklist. It will be a shared responsibility between HARRIS and CLIENT to ensure that all tasks are documented and assigned appropriately. HARRIS and CLIENT will schedule the go-live to take place over a weekend or a mutually agreeable timeframe.

Post Go-Live and Transition to Support

HARRIS project team will continue to support CLIENT during the defined post go-live period (as indicated in the Deliverables section of this document) as well in this time engage Cayenta Support by preparing a Support Transition document, outlining the details of the implementation relevant to the Cayenta Support team taking on stewardship of CLIENT support needs going forward. A transition meeting

including the HARRIS project team, CLIENT and Cayenta Support will be facilitated by HARRIS as part of this transition.

Schedule

This project will be aligned and dependent upon timeline of the AMI project; consisting of one month of project initiation, environment setup & discovery and four months of integrated testing, mock go live and go live activities.

The schedule has been estimated based on assumed resourcing capabilities of CLIENT, as well as integration requirements driven by the SmartWorks/Compass implementation and is subject to change upon planning and coordination between HARRIS and CLIENT. Any material changes to the schedule will be subject to the Change Control process as outlined in this document.

Upon starting the project, the HARRIS project manager will collaborate with CLIENT Project Manager to baseline the project schedule.

Payment Milestones

Below is a list of the payment milestones for this project. CLIENT agrees to pay the milestones upon completion of the mapped deliverables according to the defined acceptance criteria in this document for each deliverable.

MP#	Payment Milestone Description	Invoice Amount	Deliverable ID	Deliverable Name
MP01	Project Planning & Setup	\$9,225.00	1.01	Project Planning & Setup
MP02	Testing Support - Month 1	\$9,900.00	1.02	Testing Support - Month 1
MP03	Testing Support - Month 2	\$9,900.00	1.03	Testing Support - Month 2
MP04	Testing Support - Month 3	\$9,900.00	1.04	Testing Support - Month 3
MP05	Testing Support - Month 4	\$9,900.00	1.05	Testing Support - Month 4
MP06	Mock Go Live	\$5,850.00	1.06	Mock Go Live
MP07	Go Live Services	\$5,850.00	1.07	Go Live Services
MP07	Support Transition & Project Close (1 week)	\$5,400.00	1.08	Support Transition & Project Close (1 week)
MP08	Environment Installation	\$5,400.00	2.01	Portal Installation
MP09	Portal Discovery & Configuration	\$4,050.00	3.01	Portal Discovery & Requirements Documentation
			3.02	Base Portal Configuration
MP10	Payment Processor Integration Configuration	\$3,600.00	3.03	Payment Processor Integration Configuration
MP11	AMI/MDM Configuration	\$3,600.00	3.04	AMI/MDM Configuration
MP12	Customer Service Representative (CSR) & Administrator training	\$1,800.00	3.05	Customer Service Representative (CSR) & Administrator training

MP#	Payment Milestone Description	Invoice Amount	Deliverable ID	Deliverable Name
MP13	Smart Forms Discovery & Configuration	\$6,750.00	3.06	Smart Forms Discovery
			3.07	Smart Forms Configuration
			3.08	Smart Forms Training
	Project Total	\$91,125.00		

Connect Customers License

This Connects Customers License is part of and shall be governed by terms of the License Agreement, dated September 28, 2001, by and between N. Harris Computer Corporation ("Cayenta") and City of High Point, North Carolina.

For and in consideration of the mutual covenants and agreements contained herein, the parties hereby agree as follows:

Payment Schedule for License	
Description	Amount Due
Connect Customers Licenses (due upon contract signing)	\$90,000.00
25% Annual Maintenance (from Go-Live) (pro-rated for first year) *	\$22,500.00
Total	\$112,500.00

*Maintenance is subject to annual increases, as per other HARRIS maintenance.

Assumptions

1. CLIENT network administrators will be responsible for the network connectivity between systems.
2. CLIENT is responsible for performing any required data refreshes.
3. CayStone will be used to manage incidents.
4. CLIENT is responsible for creating and executing integrated testing scripts, with support from HARRIS.
5. Training of the functionality of CLIENT's existing Cayenta CIS system is not included, as a certain amount of application knowledge is assumed for the CLIENT users who are performing integrated testing.
6. This project excludes any modifications to CIS letters, reports, or bill print. If necessary, an estimate will be provided and follow the Change Control Process noted in this SOW.

Overall Terms & Termination

Terms and Conditions

1. Pricing is fixed for scope as defined by this document unless it is noted as Time and Material in the Table of Services and excludes any applicable taxes.
2. Additional services deemed out of scope (per this document) will be billed at \$245 per hour and will require documentation from HARRIS and the CLIENT and compliance with the [Change Control Process](#).
3. CLIENT will provide a direct connection to the Server on which the database resides.
4. CLIENT will provide any necessary infrastructure for the project.
 - a. Provide a stand-alone server for product installation.
 - b. Provide a database server for the product database.
 - c. Configure network security for connectivity between Connect Customers Portal server, database server and email server.
 - d. Provide team with remote access to required servers for the duration of the project.
 - e. Provide hardware and application server specifications in advance of software installation.
5. This SOW excludes costs for and data refreshes. If any necessary data refreshes are required and cannot be managed by CLIENT ([see assumption 2](#)); assistance from HARRIS will be considered outside of scope and will follow the [Change Control Process](#).
6. Both HARRIS and CLIENT will ensure members are available on dates agreed to and scheduled.
7. Change Orders will be created for any tasks that are requested outside the scope of the project and will follow the [Change Control Process](#).
8. All project work is planned as remote.
9. Hardware costs are priced/managed directly by CLIENT.
10. HARRIS reserves the right to pause work upon notification to CLIENT if HARRIS invoices become aged greater than 60 days.
11. In the event CLIENT terminates this Agreement, CLIENT shall be invoiced for work done to date as of notification and CLIENT will pay all outstanding Fees and other amounts owing to Harris under this Agreement.

Termination

Unless HARRIS and/or CLIENT exercises its right to terminate this Statement of Work due to material breach or default, HARRIS must provide, and the CLIENT must purchase, Services from HARRIS for the items defined within this Statement of Work.

The CLIENT obligations include the following:

1. Complete payment for services performed and expenses incurred prior to termination including:
 - a. Any amount previously invoiced but unpaid.
 - b. Fees for services performed through termination date which have not been invoiced; and
 - c. Any approved Travel and Living costs incurred.

If HARRIS terminates this Statement of Work without cause, then it shall:

1. Provide notice of 10 calendar days for termination without cause.
2. Refund to the CLIENT any fees that have not been earned under this Statement of Work through the termination date.

Under no circumstances shall HARRIS be liable for any special, indirect, consequential, punitive, or incidental damages of any kind, including but not limited to loss of revenue, loss of profits, loss of business opportunity, loss of data arising out of or in connection with this scope statement, even if HARRIS has been advised of the possibility of such damages. In any event, HARRIS shall not be liable to pay any amount, in the aggregate, that is greater than the fees received by HARRIS under this Statement of Work.

Appendix A: Incident Priority Definitions

HARRIS and CLIENT agree to use the following priority definitions when prioritizing incidents logged during the project.

Priority 1 – Critical

- System Down (Software Application, Hardware, Operating System, Database)
- Application errors without workarounds that prevent testers from testing
- Incorrect calculation errors impacting a majority of data
- Aborted postings or error messages preventing data integration and update
- Performance issues of severe nature impacting critical processes
- Performance issues impacting critical processes
- Critical incidents assigned back to CLIENT need to be validated within a business day.
- Data Security issues

Note: the existence of a reasonable work-around precludes a Priority 1 or Priority 2 issue in mostcases.

Priority 2 - High

- Application errors that have workarounds impacting business, but the workaround is either complex or time consuming and significantly affects productivity after go-live.
- Calculation errors impacting a minority of records
- Report generation failures impacting critical processes
- Report calculation issues
- Printer related issues (related to interfaces with our software and not the printer itself)
- High Priority incidents assigned back to CLIENT need to be validated within 2- 3 business days.

Priority 3 – Medium

- Application errors/issues that have workarounds impacting business, but the workaround is either complex or time consuming
- Report formatting issues
- Issues with workarounds for large majority of accounts
- Some recommendations for enhancements on application changes
- Performance issues not impacting critical processes
- Usability issues
- Medium Priority incidents assigned back to CLIENT need to be validated within 5 business days.

Appendix B: Change Control Process

The "Change Control Process" governs changes to the Project parameters (scope, schedule, budget, quality, risk) during the life of the Project. Change Orders can be requested by HARRIS or CLIENT; however, all Change Orders must be approved in writing by both HARRIS and CLIENT before any changes are formally accepted into the project.

No Change Order shall become effective unless mutually agreed to in writing by both parties. No work, other than estimating, will be performed on a Change Order by HARRIS until sign off has been obtained by the parties. There will not be fees charged by HARRIS to provide estimates for Change Orders.

To effectively control changes to the project, HARRIS uses an industry standard Change Control process to assess all impacts of a potential project change. The Change Control process is described below:

Change Request Submission

CLIENT and/or HARRIS identify a need for a change to the project and submit a request. It is expected that the party raising the request will provide as much relevant information as possible at the time of raising the request to support proper impact assessment activities.

Such a request must be in writing and identify the business and other reasons for the requested change and the impact it would have if the change were agreed upon, which may include Budget, Deliverables, Milestone Payments, Schedule, Risks, and Resources.

Change Request Assessment

HARRIS and CLIENT Project Managers will assess the potential change and the impact on budget, schedule, quality, resources, and risks. Where applicable, options will be defined and documented.

Change Order (document)

The HARRIS Project Manager will prepare a formal Change Order document and submit it to CLIENT for review. The Change Order document will contain at a minimum:

- Business reason/justification for the change
- Detailed description of the change
- Impact assessment of the change
- Any payment milestone revisions impacted by the change (projected billing dates and invoice amounts)
- Project impacts of not approving the change

Any Deliverables that have already been completed and accepted by the CLIENT that are subsequently altered because of a Change Order must be appropriately revised, pursuant to the Change Order, with the change number and date noted. An updated version of such a Deliverable will then be signed and stored with the project documentation.

CLIENT and HARRIS will review the Change Order for approval or rejection.

Change Order Review Period

After any request for a Change Order is made, the parties will have five (5) business days, or any additional, mutually agreed upon period, to consider the request (the "Change Order Review Period").

The Change Order Review Period will commence the day the Change Order request is received in writing by the party being asked for the Change Order. During the Change Order Review Period, HARRIS will provide the CLIENT with all information material to the requested Change Order, regardless of which party initiated the Change Order, including but not limited to any additional fees that would be incurred, the impacts on the relevant Deliverables, and any alteration of the MS Project Schedule that would result if the Change Order were agreed to. HARRIS will also, during the Change Order Review Period, provide a time and materials or a Fixed Price cost based on the CLIENT's desired pricing model.

During the Change Order Review Period, the CLIENT will provide HARRIS with any information reasonably requested by HARRIS to evaluate any Change Order requested by CLIENT.

Change Order Approval

If both the CLIENT and HARRIS agree to the change, all relevant terms shall be documented in the Change Order. Any charges not already specified in the Statement of Work, or which are different than those in this Statement of Work will be noted in the Change Order. Any additional services performed by HARRIS because of a Change Order will require the payment to HARRIS of additional fees as agreed.

Upon approval, CLIENT and HARRIS will sign the Change Order document and have the executed copy stored in the project document repository.

Change Order Rejection

If agreement on a requested Change Order does not occur by the end of the Change Order Review Period, the change order is considered rejected. At this point, either party may initiate the conflict resolution process set forth in this Statement of Work regarding the requested Change Order, unless the change solely regards a Deliverable that was completed and accepted before the request for the Change Order was made.

Change Request/Change Order Log

HARRIS will maintain an ongoing log of all Change Orders during the life of the project. This will be accessible to CLIENT.

Conflict Resolution Process

HARRIS recommends three levels for conflict escalation:

1. Project Managers to
2. Sponsors/Director to
3. Executive (VP, EVP, GM).

One representative from HARRIS and representatives from CLIENT are designated at each level. All issues must be in written form – providing details, impacts and alternative resolutions. If the parties are unable to resolve a dispute through this informal process, then they will follow the formal Dispute Resolution process that is set forth in the Software Implementation Services Agreement.

Appendix C: Product Scope

This section will outline the product-specific scope items that CLIENT will be receiving upon delivery of this project.

Configuration Stage	Scope Item	Details
Base	<u>Site Registration:</u> Ability for customers to register for account access. An email confirmation will be sent to customers to validate their registration request. A welcome email will be sent after confirmation.	Online form for customer to enter: ○ Username ○ Password ○ Security Question/Answer ○ Paperless billing opt-in ○ Email consent opt-in ○ First name/Last name ○ Email ○ Telephone ○ Mobile ○ Account Number ○ Either Mailing Address Zip or Service Address ZIP ○ Google reCAPTCHA v2 ○ Accept Terms & Conditions Email addresses will be allowed on multiple profiles. ○ This affects Guest Access invites. ○ If the email used on the invitation is not unique in the Portal, then that Guest cannot be invited. Accounts will be allowed on multiple login profiles. Verification email template. Online account welcome email template.
Base	<u>Reset Password:</u> Ability for customers to reset their forgotten password or disabled login.	Online form for customer to enter email address. Email template with encrypted link to reset password workflow where customers will need to enter a response to their security question. Successful answers will allow customers to enter a new password with a password strength indicator.
Base	<u>Forgot Username:</u> Ability for customers to request a forgotten username.	Online form for customers to enter Account Number and Mailing Address Zip Email template with username reminder.
Base	<u>Login:</u>	

Configuration Stage	Scope Item	Details
	Login page for customers to access the portal.	Online form for customers to enter username and password for site access. User authentication will be carried out against the SilverBlaze Portal user registry with SSO into the Paymentus portal. Links to: ○ registration, ○ reset password, ○ forgot access code, ○ contact us, Quick/One-time Pay option that will link to Paymentus one-time payment page. Messaging for site features and various corporate programs.
Base	<u>Customer Dashboard:</u> Show a dashboard after login containing a summary of the customer account information.	Ability to view and select multiple accounts linked to the site login. Navigation tabs providing access to various site features based on the customer type. Selected account details showing: ○ Account number, ○ Service address, ○ Customer name, ○ Account balances ○ Payment plan, ○ Installment payment details My Alerts Current Bill section showing: ○ Current balance, ○ View current bill button, ○ Pay bill button, ○ Pre-authorized payment messaging if applicable, My Recent Usage section showing: ○ Usage on current bill ○ Usage on previous bill

Configuration Stage	Scope Item	Details
		○ Amount of usage more or less than previous bill ○ Reasons why usage is higher or lower (number of billing days and/or average temperature) ○ Link to view more history My Recent Account Activity section showing a table of the 5 most recent transactions for the account. Columns can include: ○ Transaction date ○ Description ○ Amount ○ Balance ○ Link to view all transaction history My Smart Meter Activity section showing: ○ Current billing period usage ○ Predicted usage for current bill Left Carousel showing carousel slides specific to CLIENT activities and programs. Right Carousel showing carousel slides specific to CLIENT activities and programs. Rate this page comments and star ratings.
Payment Processor	Bills & Payment: Show account billing history with the ability to view PDF bills and pay bills online via SSO integration with Paymentus payment portal. Notifications to customers for new bills, payment reminders and late payments also managed by Paymentus.	Show a listing of bills available online for the current account. My Electronic Bills section listing details can include: ○ View bill button ○ Bill Date ○ Bill Amount ○ Due Date Pay Bill section showing: ○ Current Balance ○ Pre-authorized payment enrollment messaging if applicable ○ <u>Pay My Bill</u> button that links to Paymentus. ○ <u>Auto Pay</u> button that links to Paymentus. ○ <u>Paperless Bills</u> button that links to Paymentus.

Configuration Stage	Scope Item	Details
Base	<u>Payment Activity:</u> Show account payment history showing activity with the ability to download details in spreadsheet format.	Show a listing of payments for the current account. Your Payment Details section can include: ○ Payment date ○ Description ○ Amount ○ Balance ○ Download to spreadsheet button will generate a CSV file for customers to download.
Base	<u>Billed Usage (Non-Smart Meter) Usage:</u> Show billed usage (non-smart meter) reading details for utility services in an interactive chart with reading details available in a table format. Provide the ability to download reading details in spreadsheet format.	Show navigation buttons for access to utility services based on the customer profile. Usage Report Subscription button allows customers to subscribe to the portal reporting service where usage reports and attachments can be emailed on a selected schedule. NOTE: Usage Report Subscriptions are dependent on utility usage nightly extract file implementation. My Events section includes: ○ Allow customer to define events that mark important dates that could impact usage. Events can be shown on the chart as annotations. Interactive Chart section can include: ○ Dropdown select list of meters attached to the current account. ○ Usage summary tiles for lowest usage, highest usage, and average usage for the past X months. Tile details will show usage units, cost, and billing period. ○ Consumption bar chart showing monthly reads and temperature overlays – average temperature, humidity, and precipitation. Consumption Details table section can include: ○ Meter ID ○ Reading date ○ Description ○ Consumption ○ Download to spreadsheet button will generate a CSV file for customers to download.

Configuration Stage	Scope Item	Details
AMI/MDM	<u>Smart Meter Usage Charts:</u> Show smart meter usage details for daily and hourly summaries in an interactive chart	Show navigation buttons for daily and hourly details. My Events section includes: ○ Allow customer to define events that mark important dates that could impact usage. Events can be shown on the chart as annotations. Smart Meter Consumption Inquiry section can include: ○ Smart Meter data retrieved from SmartWorks/Compass via API ○ Default view to daily consumption chart showing most recent 30 days by default. ○ From and to date select calendars where customers can change the inquiry dates and consumption details. ○ Consumption bar charts showing water consumed and temperature overlays – average temperature, precipitation, and heating/cooling degree days. ○ Clicking/tapping a bar on the chart will open corresponding days 24 hourly consumption details with next and previous day navigation. ○ Download to spreadsheet button will generate a CSV for customers to download. ○ Display Demand register reads, if available.
AMI/MDM	<u>Smart Meter Usage Downloads:</u> Allow customers to download smart meter usage details to CSV spreadsheet format. Customers should be able to select daily/hourly detail and the desired date range.	Download Settings section will include: ○ Level of detail either hourly or daily ○ From and To date range Download Format section will include: Spreadsheet (CSV)
Base	<u>Compare Last Bill:</u> Similar to My Recent Usage widget on the dashboard with the ability to compare other read dates.	Compare Last Bill section showing: ○ Dropdown select list of meters attached to the current account. ○ Dropdown select list for Amount or Value inquiries where Amount presents the usage in dollar amounts and Value presents usage in Service values. ○ Dropdown select list of billing periods available for inquiry.

Configuration Stage	Scope Item	Details
		○ Usage on current bill ○ Usage on previous bill ○ Amount of usage more or less than previous bill ○ Reasons why usage is higher or lower
Base	<u>Compare Usage to Last Year:</u> Show customers their usage this year and how it compared to last year along with temperature overlays	Compare Usage to Last Year section can include: ○ Dropdown select list of meters attached to the current account. ○ Dropdown select list for Usage inquiries where value presents usage in Service values. ○ Interactive chart showing consumption bars for the billing periods this year and last year. ○ Weather overlays for current and previous year – average temperature, humidity, and precipitation.
Base	<u>Service Requests:</u> Show account service request summary with the ability to download details in spreadsheet format.	Show a listing of service requests for the current account. Your Service Request Summary section can include: ○ Request date ○ Request Number ○ Request Type ○ Status ○ Download to spreadsheet button will generate a CSV file for customers to download.
Base	<u>Profile – My Profile:</u> Provide a facility for customers to manage their portal login profile to change personal details, add/remove accounts and set various alerts.	My Account Profile section can include: ○ Username ○ First & Last Name ○ Security question and answer ○ Email ○ Telephone & Extension ○ Mobile ○ E-Billing (paperless) opt-in/out ○ Email consent opt-in/out ○ Password with password indicator Account Access List section includes: ○ Add account – Account Number and Zip Code ○ Favorite account selector/indicator ○ Account Number ○ Nickname ○ Service Address

Configuration Stage	Scope Item	Details
		My Subscriptions section can include: ○ Subscription button to sign-up, change or unsubscribe to the report. ○ Report name ○ Subscription settings ○ Last Sent – date and time ○ NOTE: Subscriptions are dependent on usage nightly extract file implementation Show Current notifications available to Smart Meters where can send notifications based on customer settings. Customers will be able to set their notification preferences via APIs to surface settings on the portal. Smart Meter: ○ Usage threshold preferences. ○ High Usage alert preferences. Show leak detection notification settings where the SilverBlaze portal will send notifications and show dashboard widget alerts. Leak Notifications ○ Leak Alert preferences ○ Data for leak detection will be retrieved from SmartWorks/Compass via API
Base	<u>Profile – Guest Access:</u> Provide a facility for customers to invite and manage guest users for online access to their accounts.	Invite someone for Guest Access section includes: ○ Account number dropdown list ○ Guest Email ○ Access Settings You have granted Guest Access section includes: ○ Account Number ○ Guest Email ○ Guest Status ○ Access Details You have been invited as a Guest section includes: ○ Account Number ○ Name ○ Access Details

Configuration Stage	Scope Item	Details
Smart Forms	<u>Smart Forms:</u> HARRIS will provide the following standard Smart Forms as part of this implementation	Public Facing Form - New Customer Sign-Up [for utility service] Forms Requiring Login - Disconnect Service - Transfer Service - Update Mailing Address / Phone Number - Service Request (simple)
OMS	<u>OMS Interface:</u> HARRIS will interface with the CLIENT outage management solution (OMS) provider (DataVoice)	- Configure the solution to interface with the OMS solution to provide web presentment of city-wide outage information to the end user. - This interface requires the availability of AMI data.

Appendix D: Customer Engagement Portal Hardware and Software Requirements

SilverBlaze Customer Portal Server Requirements:

Low Volume Portal:
(For smaller towns with less than 50k accounts)

Minimum Web Application Server Hardware:

Processor: 2 CPU / Cores @ 2-3 GHz
Memory (RAM): 16.0 GB
Disk Space: 150 GB

Minimum DB Server Hardware:

Processor: 2-4 CPU / Cores @ 2-3 GHz
Memory (RAM): 24.0 GB
Disk Space: 300 GB

Medium Volume Portal (**Recommended**):

Minimum Web App Server Hardware:

Processor: 4 CPU / Cores @ 2-3 GHz
Memory (RAM): 32.0 GB
Disk Space: 200 GB

Minimum Database Server Hardware:

Processor: 4-8 CPU / Cores @ 2-3 GHz
Memory (RAM): 32.0 GB
Disk Space: 400 GB

Server Software:

- One of the following operating systems:
 - **Windows Server 2019 or higher (recommended option)**
 - Linux – any current distribution
- One of the following Java Application Servers:
 - **Apache Tomcat (latest version)**
- One of the following HTTP Servers:
 - **Apache HTTP Server 2.4 (latest version)**
- One of the following Database Servers:
 - Microsoft SQL Server Express Version 2017 or higher (**recommended option**)
 - MySQL Server 5.7 or higher

Supported Browsers:

Browser Verified Version Support

Desktop

MS Internet Explorer: 11 until its end of life in Microsoft (June 15, 2022)

MS Edge: v104 or better

Google Chrome: v100 or better

Firefox: v100 or better

Safari: v14 or better

iPhone/iPad: The latest iOS version

Android: Android 10 and higher



City of High Point

Municipal Office Building
211 S. Hamilton Street
High Point, NC 27260

Master

File Number: 2023-389

File ID: 2023-389

Type: Miscellaneous Item

Status: To Be Introduced

Version: 1

Reference:

In Control: Finance Committee

File Created: 08/11/2023

File Name:

Final Action:

Title: Consideration of a Purchase of Meter Data Management System Hardware (MDMS) from 5S Technology in the amount of \$551,351.75
City Council is requested to approve the purchase of MDMS Hardware from 5S Technology in the amount of \$551,351.75 under NCPA contract 01-86 and authorize the appropriate City Official(s) to execute all necessary documents. (Recommended by Finance Committee)

Notes:

Sponsors:

Enactment Date:

Attachments: MDMS Hardware - 5S Technology

Enactment Number:

Contact Name:

Hearing Date:

Drafter Name: sandra.keeney@highpointnc.gov

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
---------------	--------------	-------	---------	----------	-----------	-----------------	---------

CITY OF HIGH POINT

AGENDA ITEM



TITLE: Purchase of Meter Data Management System Hardware (MDMS)	
FROM: Jeremy Coble – Customer Service Director	MEETING DATE: 8/21/23
PUBLIC HEARING: N/A	ADVERTISED DATE/BY: N/A
ATTACHMENTS: MDMS Hardware Quote	

PURPOSE: The City is seeking to procure a MDMS Hardware to support the MDMS software solution provided by Harris Utilities.

BACKGROUND: Currently, the city is actively implementing Advanced Metering Infrastructure (AMI) to enhance the performance of its Electric and Water Utility services. As a result of this initiative, a substantial amount of data points will be generated daily. To effectively manage and provide access to this data for both the utility and customers, the city requires MDMS Hardware, which will serve as the hosting platform for a Customer Engagement Portal.

The MDMS Hardware consists of two virtualization clusters, strategically located in the City's primary and backup data centers. The backup cluster serves as a contingency measure in case of emergencies and also accommodates the Smartworks test environment. On the other hand, the primary cluster houses the production instance of Smartworks, and it operates in real-time replication with the backup data center. This ensures that in the event of any system failure, Smartworks remains accessible for billing, reporting, and customer-related purposes, minimizing any potential disruptions.

Both clusters are designed to handle the data processing from the AMI system, specifically from Tantalus, for all water and electric meters. The data processing involves applying business rules, validating the information, and storing it in a SQL database on a nightly basis, all completed before the start of the business day. To accomplish this efficiently, the clusters are equipped with ample computer resources and low-latency storage, guaranteeing swift and accurate data handling.

BUDGET IMPACT: Funding is available in Electric Capital Projects Fund.

RECOMMENDATION/ACTION REQUESTED: Staff recommend the purchase of the MDMS hardware from 5S Technology for \$551,351.75 under NCPA Contract 01-86.



TECHNOLOGIES

5S Technologies, LLC
121 Edinburgh South Dr.
Suite 205
Cary, NC 27511
United States

QUOTE

Quote #:	5STQ2145
Date:	6/22/2023
Expiration Date:	7/20/2023

Bill To:

Steve Lingerfelt
City of High Point
211 South Hamilton Street
High Point, NC 27260
United States

Ship To:

Steve Lingerfelt
City of High Point
211 South Hamilton Street
High Point, NC 27260
United States

Your Account Manager:

Mike Shook
Mike.Shook@5STechnologies.com
(919)364-9400 ext 9401

Notes:

NCPA Contract 01-86

Qty	Manufacturer Part #	Description	Unit Price	Ext. Price
96	SW-NCI-PRO-PR	Subscription, Nutanix Cloud Infrastructure (NCI) Pro Software License & Production Software Support Service for 1 CPU Core NCPA DNE \$2021.74	\$2,021.74	\$194,087.04
60	TERM-MONTHS	Term in months	\$0.01	\$0.60
96	SWA-NCI-ADR-PR	Subscription, Nutanix Cloud Infrastructure (NCI) Advanced Replication add-on Software License & Production Software Support Service for 1 CPU Core NCPA DNE \$247.94	\$247.94	\$23,802.24
60	TERM-MONTHS	Term in months	\$0.01	\$0.60
3	S-HW-PRD	24/7 Production Level HW Support for Nutanix HCI appliance NCPA DNE \$2745.17	\$2,745.17	\$8,235.51
60	SUPPORT-TERM	Support Term in Months	\$0.01	\$0.60
96	SW-NCI-PRO-PR	Subscription, Nutanix Cloud Infrastructure (NCI) Pro Software License & Production Software Support Service for 1 CPU Core NCPA DNE \$2021.74	\$2,021.74	\$194,087.04
60	TERM-MONTHS	Term in months	\$0.01	\$0.60
96	SWA-NCI-ADR-PR	Subscription, Nutanix Cloud Infrastructure (NCI) Advanced Replication add-on Software License & Production Software Support Service for 1 CPU Core NCPA DNE \$247.94	\$247.94	\$23,802.24

Qty	Manufacturer Part #	Description	Unit Price	Ext. Price
60	TERM-MONTHS	Term in months	\$0.01	\$0.60
3	S-HW-PRD	24/7 Production Level HW Support for Nutanix HCI appliance NCPA DNE \$2602.55	\$2,602.55	\$7,807.65
60	SUPPORT-TERM	Support Term in Months	\$0.01	\$0.60
3	NX-8170N-G8-6326-CM	NX-8170N-G8, 1 Node; 2x Intel Xeon-Gold 6326 processor (2.9 GHz/ 16-core/ 185W, Ice Lake) per node NCPA DNE \$8130.23	\$8,130.23	\$24,390.69
72	C-MEM-32GB-3200-CM	32GB Memory Module (3200MHz DDR4 RDIMM) NCPA DNE \$122.05	\$122.05	\$8,787.60
3	C-SSD-NONE-CM	No SSD as part of the system configuration	\$0.01	\$0.03
24	C-NVM-3.84TB-A-CM	3.84 TB NVMe SSD NCPA DNE \$427.44	\$427.44	\$10,258.56
6	C-NIC-25G2A2-CM	Mellanox 25/10GbE, 2-port, NIC (Mellanox CX6);transceiver not included NCPA DNE \$384.80	\$384.80	\$2,308.80
6	C-PSU-2000-A-CM	2000 W Power supply unit NCPA DNE \$593.99	\$593.99	\$3,563.94
6	C-PWR-4FC13C14B-CM	C13/C14, 15A, 4ft Power cord NCPA DNE \$9.07	\$9.07	\$54.42
3	NX-8170N-G8-6326-CM	NX-8170N-G8, 1 Node; 2x Intel Xeon-Gold 6326 processor (2.9 GHz/ 16-core/ 185W, Ice Lake) per node NCPA DNE \$8130.23	\$8,130.23	\$24,390.69
72	C-MEM-32GB-3200-CM	32GB Memory Module (3200MHz DDR4 RDIMM) NCPA DNE \$122.05	\$122.05	\$8,787.60
3	C-SSD-NONE-CM	No SSD as part of the system configuration	\$0.01	\$0.03
18	C-NVM-3.84TB-A-CM	3.84 TB NVMe SSD NCPA DNE \$427.44	\$427.44	\$7,693.92
6	C-NIC-25G2A2-CM	Mellanox 25/10GbE, 2-port, NIC (Mellanox CX6);transceiver not included NCPA DNE \$384.80	\$384.80	\$2,308.80
6	C-PSU-2000-A-CM	2000 W Power supply unit NCPA DNE \$593.99	\$593.99	\$3,563.94
6	C-PWR-4FC13C14B-CM	C13/C14, 15A, 4ft Power cord NCPA DNE \$9.07	\$9.07	\$54.42
1	DISCOUNT	5S Executive Discount	-\$40,300.00	-\$40,300.00

Qty	Manufacturer Part #	Description	Unit Price	Ext. Price
40	5S PRO SVCS	5S Professional Services Installation and Migration	\$220.00	\$8,800.00

Payment Options:

- ☐ Purchase Order
☐ Signed Quote

Payment Terms

Net 30

FOB:

Origin

SubTotal	\$516,488.76
Tax	\$34,862.99
Shipping (Estimated)	\$0.00

TOTAL **\$551,351.75**

All Credit Card transactions will be charged a transaction fee determined at time of purchase.

Accepted By: _____

Accepted Date: _____



City of High Point

Municipal Office Building
211 S. Hamilton Street
High Point, NC 27260

Master

File Number: 2023-392

File ID: 2023-392

Type: Miscellaneous Item

Status: To Be Introduced

Version: 1

Reference:

In Control: Finance Committee

File Created: 08/11/2023

File Name:

Final Action:

Title: Consideration of the Purchase and Implementation of (SmartWorks) Meter Data Management Systems Software from Harris Utilities in the amount of \$994,869
City Council is requested to approve the purchase and implementation of (SmartWorks) Meter Data Management Systems Software from Harris Utilities in the amount of \$994,869 with an annual reoccurring cost of \$103,542 and authorize the appropriate City Official(s) to execute all necessary documents. (Recommended by Finance Committee)

Notes:

Sponsors:

Enactment Date:

Attachments: Purchase - SmartWorks Harris Utilities

Enactment Number:

Contact Name:

Hearing Date:

Drafter Name: sandra.keeney@highpointnc.gov

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
---------------	--------------	-------	---------	----------	-----------	-----------------	---------

CITY OF HIGH POINT

AGENDA ITEM

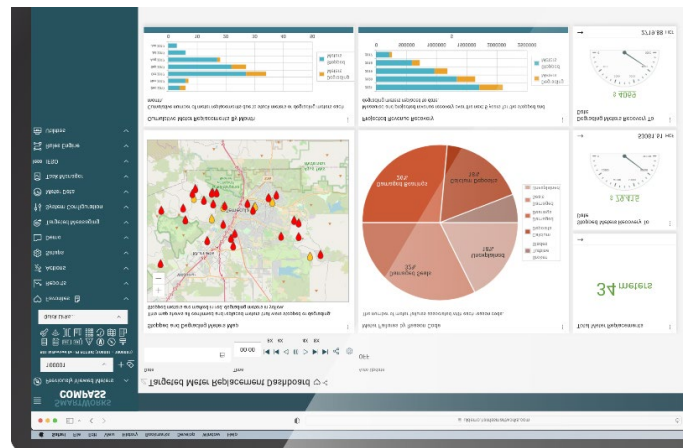
TITLE: Meter Data Management System	
FROM: Jeremy Coble – Customer Service Director	MEETING DATE: 8/21/23
PUBLIC HEARING: N/A	ADVERTISED DATE/BY: N/A
ATTACHMENTS: SmartWorks SOW	

PURPOSE: The City aims to acquire a Meter Data Management System (MDMS) to leverage the data gathered through the implementation of AMI.

BACKGROUND: Presently, the city is involved in deploying Advanced Metering Infrastructure (AMI) to enhance its Electric and Water Utility services. This initiative is set to generate millions of data points on a daily basis. SmartWorks, a prominent industry leader in MDMS technology, is playing a crucial role in assisting utilities in effectively harnessing this data to enhance operational efficiency and provide an improved customer experience.

Benefits of SmartWorks MDMS:

- Real time dashboards for major utility functionality
- Leak/Continuous consumption detection for customer water utility
- Automation of move-in/out process for electric utility
- Automated disconnect/reconnect
- Transformer load analysis
- Voltage analysis
- Electric line loss
- Defined technical requirements and specifications
- Project schedule and coordination with MIV and overall, AMI project



BUDGET IMPACT: Funding is available in Electric Capital Projects Fund.

RECOMMENDATION/ACTION REQUESTED: Staff recommend the purchase and implementation of Harris Utilities (SmartWorks) Meter Data Management System (MDMS) for \$994,869.00 and annual reoccurring cost of \$103,542.00.



Statement of Work

for
SmartWorks Compass

Presented to

City of High Point, NC

Date: August 2nd, 2023
Version: 1.2

Revision Control

Document Title: City of High Point – SmartWorks Statement of Work

Document Owner: SmartWorks – Professional Services

Version	Type	Date	Author	Details / Comments
0.1	Draft	2022.10.17	A. Haythem	Initial draft for project scope
0.2	Draft	2022.10.25	V. Gagnier	Updated with High Point specific items
0.3	Draft	2022.11.21	CoHP	Comments provided
0.4	Draft	2022.11.22	V. Gagnier	Updated during meeting with High Point – review of all comments
0.5	Draft	2022.11.28	V. Gagnier	Updated with SW action items
0.6	Draft	2022.12.23	V. Gagnier	Addressed comments in the following sections: 1.2 Roles and Responsibilities, CIS scope definition 2.5.4 Timing for SO Processing 5.7.1 Added suggested Timeline for the Completion Criteria Summary
0.7	Draft	2022.01.12	V. Gagnier	Updated during Jan 12 call with CoHP and Cayenta. Reviewed sections 2.5.3, 2.5.4, 2.5.8, 3.2, 3.5, 3.6, 3.7
0.7a	Draft	2023.01.03	B. Russ	Updated numerous comments in response to open action items assigned to the city
0.8	Draft	2023.02.14	V. Gagnier	- Reviewed the following modules and corresponding integrations/requirements during call with SmartWorks product manager and CoHP: - Voltage Analysis - Line Loss and Water Loss - Transformer Loading - Deleted all resolved comments and accepted changes with CoHP
0.9	Draft	2023.06.14	High Point	Updated with comments
0.10	Draft	2023.06.15	V. Gagnier	Updated during customer call
0.11	Draft	2023.06.30	V. Gagnier	Addressed comments provided by High Point
0.12	Draft	2023.6.30	C.Barksdale	Removed “optional” describing modules, listed modules are included as HP has decided on them
0.13	Draft	2023.07.18	N. Spencer	Review/Update of remaining comments
0.14	Draft	2023.07.19	N. Spencer	Final review with City of High Point
1.0	Final	2023.07.20	V. Gagnier	Created final version. Updated Integration diagram
1.1	Final	2023.07.21	N. Spencer	Added Leak Detection module
1.2	Final	2023.08.03	V. Gagnier	Added section 3.7, updated diagram and updated table in section 5.7.1 to include Leak Detection

Table of Contents

1.	INTRODUCTION	5
1.1.	Glossary of Terms.....	5
1.2.	Roles and Responsibilities.....	8
1.3.	Related Documents.....	9
2.	SMARTWORKS COMPASS IMPLEMENTATION SCOPE.....	10
2.1.	Environments	10
2.2.	Storage	10
2.3.	Meter Configuration	11
2.4.	SmartWorks Compass Meter Data Types	12
2.5.	SmartWorks Compass Modules	15
2.5.1.	MeterSense MDM	15
2.5.2.	KPI Dashboard	16
2.5.3.	Automated Move-In / Move-Out	17
2.5.4.	Automated Disconnect/Reconnect	18
2.5.5.	Transformer Loading Analysis	20
2.5.6.	Voltage Analysis Module	21
2.5.7.	Line Loss Analysis Module	22
2.5.8.	Leak Detection and Notification.....	23
2.6.	Reporting.....	25
2.7.	Project Deliverables and Work Products	25
2.7.1.	Deliverables.....	25
2.7.2.	Work Products.....	25
2.8.	SmartWorks Compass Training and Discovery Sessions	26
2.8.1.	Kick Off Meeting.....	27
2.8.2.	SmartWorks Compass Demo.....	27
2.8.3.	Discovery Sessions.....	27
2.8.4.	Workshop 1: Compass Overview and Introduction to VEE	27
2.8.5.	Workshop 2: Data Validation	27
2.8.6.	Navigation Training Sessions	27
2.8.7.	Workshop 3: Roles and Groups configuration	28
2.8.8.	Processes and System review Session.....	28
2.8.9.	Workshop 4: Addressing VEE Exceptions and fine-tuning.....	28
2.8.10.	Functional and Process Training.....	28
2.8.11.	Test scripts review.....	29
2.8.12.	UAT Acceptance Testing support	29
2.8.13.	Post SAT Support	29
2.8.14.	Advanced Process Automation Rules Training (OPTIONAL).....	29
3.	SOFTWARE INTEGRATIONS.....	31
3.1.	AMI Head End System (Tantalus), version TCC 5.0	32
3.2.	Customer Information System (CIS) (Cayenta v7.9.3)	33

3.2.1.	CIS Synchronization Integration	35
3.2.2.	Billing Interface (MultiSpeak® 4)	36
3.2.3.	MIMO and Automated Connect/Disconnect integration	37
3.2.4.	Service Order Creation from MDM (OPTIONAL)	37
3.2.5.	Compass Location Summary report	37
3.3.	Geographic Information System (GIS) Integration - ESRI.....	37
3.3.1.	Base Map	37
3.3.2.	Latitude/Longitude for meters	38
3.3.3.	Meter Hierarchy for electric meters.....	38
3.3.4.	Transformer.....	38
3.3.5.	Voltages by sub-station, feeder or circuit for the purpose of Voltage Analysis	38
3.4.	The Weather Network	39
3.5.	Customer Portal (SilverBlaze)	39
3.6.	SCADA for Loss Analysis	39
3.7.	Text Power SMS	40
4.	PROJECT MANAGEMENT APPROACH.....	41
4.1.	Communication/Relationship Management Approach	41
4.1.1.	Guiding Principles.....	41
4.1.2.	Goals of Communication Strategy.....	42
4.1.3.	Effective Communication Guidelines	42
4.1.4.	Communication Plan	42
4.2.	Work Management Approach	42
4.3.	Change Management Approach	43
4.4.	Risk Management Approach.....	44
4.5.	Acceptance Management Approach.....	45
5.	DELIVERY APPROACH	47
5.1.	Implementation Approach – Phases, Deliverables, Key Milestones.....	47
5.2.	Implementation Methodology.....	47
5.3.	Implementation Timeline.....	49
5.4.	Validation/Testing Approach	49
5.4.1.	User Acceptance Testing Procedure	50
5.5.	Software Progression and Configuration Management	52
5.6.	Customer Resource Involvement.....	53
5.7.	Project Completion Criteria	54
5.7.1.	Completion Criteria Summary.....	55
6.	ASSUMPTIONS	60
7.	DOCUMENT ACCEPTANCE AND SIGN-OFF.....	62
	APPENDIX A – CHANGE ORDER TEMPLATE	63

1. Introduction

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

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

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

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

- 1) Install, configure and implement the SmartWorks Software as defined in Section 2.
 - a) The **SmartWorks Compass** solution will be installed on-premises at the **City of High Point Facility**.
- 2) Initiate within SmartWorks Software the collection and management of register and interval read and events data from AMI Meters.
- 3) Integrate with
 - a) Tantalus AMI to import register and interval reads, import meter events/alarms, and initiate remote actions
 - b) Cayenta CIS to import meter and location data and provide billing determinants
 - c) ESRI GIS for integration with base maps URL, meter to transformer and meter to feeder relationships for the purpose of Transformer Loading and Line Loss Analysis
 - d) SCADA (ACS): Import of Electric supply data
 - e) SilverBlaze for customer Portal web presentment of interval reads
- 4) Deliver system training designed to develop Customer competency with the use and configuration of the SmartWorks Software.
- 5) Provide support during User Acceptance Testing.

1.1. Glossary of Terms

Term	Definition
Acceptance Testing Period	A defined period of time to perform User Acceptance Testing on the Solution including testing in a live pre-production environment.

Term	Definition
Actual Solution Acceptance Date	Date that written acceptance by Customer is received by SmartWorks that Solution substantially meets the Functional and Integration Requirements Document, and substantially satisfies the testing criteria set forth in the Solution Acceptance Criteria.
Billing Determinant	The measure of consumption used to calculate a customer's bill. A billing determinant is either: • A register read; or • A value calculated by the MDM for billing purposes based on interval and/or register read data. If rates are blocked, seasonally differentiated, time-differentiated, or separated by demand and energy measures, then the billing determinants are organized in the same fashion.
Change Management Process	The process outlined in section 4.3 of the SOW, which SmartWorks and Customer will follow for any proposed changes to the SOW.
Deliverable	An item created during the project that requires formal review and approval by Customer.
Deliverable Acceptance Criteria	Criteria by which Customer determines that the Deliverable provided by SmartWorks is in accordance with this Statement of Work.
Deliverable Acceptance Criteria Document	A central listing of all Deliverables and Work Products developed by and maintained throughout the project.
Expected Solution Acceptance Date	The date, identified in the Detailed Project Plan, by which Customer and SmartWorks expect Solution Acceptance to be achieved.
Functional Testing	Testing of the core Solution components (configuration, interfaces, reports, and modifications) against agreed upon requirements, prior to User Acceptance Testing.
Go-Live Plan Document	A Deliverable identifying and describing the activities to be performed during the Deployment phase of the project.
Integration Testing	Testing of the end-to-end process based on business processes and scenarios against the agreed upon integration requirements.
Interval Read Data	A meter read (actual or virtual) showing the consumption over a defined period of time, demand, or interval, normally 60 minutes, 30 minutes, 15 minutes or 5 minutes. Typical units of measure include kilowatt-hours (kWh) for electric meters, Gallons/cubic foot or cubic meter for water meters.

Term	Definition
Meter Channel (physical)	Unique stream of meter read data, with corresponding UOM (Unit of Measure), measured by meters and stored under a unique Channel ID within SmartWorks Compass. Each channel can consist of consumption data (referred to as consumption channel) or a demand data (referred to as demand channel).
Meter Channel (virtual)	Unique stream of meter data, with corresponding UOM (Unit of Measure), generally calculated by and stored under a unique Channel ID within SmartWorks Compass. Each channel can consist of consumption data (referred to as consumption channel) or a demand data (referred to as demand channel).
Meter Event	An anomalous network situation or notification reported by an AMI meter; for example, issues related to quality of supply, security failures, fraud, or issues with network communications. Meter events are collected and reported by Customer's AMI system as part of the routine meter interrogation cycle.
Post Implementation Grace Period	Time period after Actual Solution Acceptance Date during which SmartWorks Software is operating as Customer's primary operating system with respect to functionality contained herein.
Register Read Data	A value provided by the meter that is shown on the meter's faceplate, and hence can be validated by the customer by visual inspection of the meter. This can include: - Cumulative Consumption Register Read – total measured consumption since the meter was manufactured or refurbished (typical units of measure include kilowatt-hours (kWh) for electric meters and Gallons/ cubic foot or cubic meter for water meters.) - Time of Use Consumption Register (total consumption during a specific time of use window)
Solution	The set of related software programs and services to be implemented according to this Statement of Work.
Solution Acceptance	Customer determination by written acknowledgement that the Solution provided by SmartWorks performs in accordance with the Functional and Integration Requirements documents developed for this Statement of Work.
Standard Project Plan	A baseline plan created by SmartWorks in collaboration with Customer during the Initiation and Build phase of the project. The plan establishes the implementation timeline (including certain milestones) for the project.
Third-Party Vendor	Any vendor or organization that is not part of SmartWorks or Customer
Unit Testing	Ad hoc testing of individual Solution components to validate that each component meets the specifications set forth during the project.

Term	Definition
User Acceptance Testing	Testing to validate that Solution behaves per agreed upon requirements as defined in the Functional and Integration Requirements Document based on the test cases and selected scenarios.
Work Product	An item created during the engagement that is reviewed by Customer but does not require formal approval.

1.2. Roles and Responsibilities

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

Task	Responsible Party
Define scope of work with CIS Vendor under a separate agreement. Note: This includes development of the integrations listed in this SOW as well as integration with the AMI head end system for meter provisioning	Project Manager (Customer)
Establish detailed Project Plan	Project Managers (SmartWorks/Customer)
Ensure resources are available to carry out tasks defined in section 5.6 Customer Resource Involvement	Project Manager (Customer)
Engage in tasks defined in section 5.6 Customer Resource Involvement	Project Core Team (Customer)
Ensure resources are available to perform work as defined in SOW	Project Manager (SmartWorks)
Ensure assistance and cooperation by Third-Party Vendors (including AMI, CIS and GIS)	Project Manager (Customer)
Participate in weekly project calls	Entire Project Team (SmartWorks/Customer)
Confirm User Authentication method and assist with configuration. Note: User/password authentication can be performed by an external Identity Provider (IdP) such as the cloud based Microsoft Azure Active Directory via SAML (Security Assertion Markup Language) single-sign-on protocol or via an on-premise LDAP (Lightweight Directory Access Protocol) server such as Microsoft Active Directory. The three options are: • Approach 1: Framework manages authentication, role membership and access. • Approach 2: IdP manages authentication only. • Approach 3: IdP manages authentication and role membership.	IT (Customer)

Task	Responsible Party
Ensure secure access to 3 rd Party Software.	IT (Customer)
Provide remote access to SmartWorks resources to configure and support the software. Options include Checkpoint VPN and Citrix Workspaces.	IT (Customer)
Perform initial install in Customer's Hosting Facility (Prod and Test)	Infrastructure specialist (SmartWorks)
Install Software Modules as per section 2 SmartWorks Compass Implementation Scope	Consultants (SmartWorks)
Provide deliverables as defined in section 2.7 Project Deliverables and Work Products	Consultants (SmartWorks)
Provide AMI infrastructure and meter data	Metering (Customer via AMI vendor)
Provide input data for integration points as defined in section 3 Software Integrations	Project Team (Customer)
Install and configure integration points as defined in section 3 Software Integrations	Consultants (SmartWorks)
Perform data validation for each DataSync iterations and confirm validity of AMI data	Project Team (Customer)
Identify User Roles and User Groups	Project Team (Customer)
Perform Unit Testing	Consultants (SmartWorks)
Perform Functional and Integration Testing	Consultants (SmartWorks)
Provide user training	Consultants (SmartWorks)
Create User Acceptance Scripts	Project Team (Customer)
Perform User Acceptance Testing	Project Team (Customer)
Provide support during User Acceptance Testing	Consultants (SmartWorks)
Perform configuration updates once training has been delivered and User Acceptance Testing is completed Note: Guidance will be provided by SmartWorks until the project is deemed completed.	Project Team (Customer)

1.3. Related Documents

Related documents to the SOW are:

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

2. SmartWorks Compass Implementation Scope

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

2.1. Environments

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

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

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

Server Specification Assumptions

	Live Storage	Meter Population	Integrations	VEE
Test instance	12 months	Meter Deployment following table in Section 2.3	Integrations defined in Section 3, not real time. Real-time integrations only enabled/active as required e.g. DataSync, real-time events, remote actions	The test environment is designed to be used for functional testing with meter data refreshed by database imported on an annual basis, as needed. Regular VEE processing will not be performed. As part of this Scope of Work, SmartWorks will provide customer with up to 10 hours of consulting for On-Premise Data Refresh
Production instance	36 months	Meter Deployment following table in Section 2.3	All integrations defined in Section 3.	Enabled

2.2. Storage

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

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

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

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

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

2.3. Meter Configuration

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

Service	Number of Meters	Billing Determinant	Interval Length	UOM	Daily Intervals
Electric Residential	38,828	Daily Midnight Register	15 min	KWH	3,727,488
	7,766 (20%)	Daily Midnight Register	15 min	KWH_RCVD	745,536
	1942 (10%)	Daily Midnight Register	24 hr	KVAR	n/a
				KVARH	n/a
				KW (Peak)	n/a
	38,828	Daily Midnight Register	15 min	Voltage – Phase A or C	3,727,488
Electric Commercial	5,135	Daily Midnight Register	15 min	KWH	492,960
	2,054 (40%)	Daily Midnight Register	15 min	KWH_RCVD	197,184
	5,135 (20%)	Daily Midnight Register	24 hr	KVAR	n/a
				KVARH	n/a
				KW (Peak)	n/a
	5,135	Daily Midnight Register	15 min	Voltage – Phase A/B/C	492,960
	5,135	Daily Midnight Register	15 min	Current – Phase A/B/C	492,960
Water Residential	40,000	Daily Midnight Register	60 min	CCF	960,000
Water C&I	10,000	Daily Midnight Register	60 min	CCF	240,000

The number of daily raw interval reads to be stored is estimated to be: 11,076,576.

The number of daily processed interval reads (intervals validated via VEE) is estimated to be 6,363,168.

2.4. SmartWorks Compass Meter Data Types

For each meter provided in the DataSync process, there are five (5) different record types supported in Compass MDM:

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

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

Raw Interval Reads

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

<i>Field Name</i>	<i>Field Type</i>	<i>Description</i>
Source_collector_id	String (not exceeding 30 characters)	Unique identifier of the data collection device that obtained this meter reading (optional).

Raw Register Reads

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

Voltages

<i>Field Name</i>	<i>Field Type</i>	<i>Description</i>
Record Indicator	String (3 chars)	Must have value 'VOL' for register reads.
Meter_id	String (not exceeding 30 chars)	Unique meter identifier. Must exactly match the unique meter identifier stored in AMI and CIS systems.
Read_dtm	Date/Time	Date and time associated with the voltage, in the meter's local standard time (not including daylight savings). Preferred format is: "yyyy/mm/dd hh24:mi:ss".
Phase	String (not exceeding 3 chars)	Indicator of the phase of the voltage reading (for example, A, B or C). If unknown and the meter is a single-phase meter, specify 'X'.

<i>Field Name</i>	<i>Field Type</i>	<i>Description</i>
V_current	Decimal (any precision)	Instantaneous voltage value as of the read_dtm. Can be null, if min/max/avg values are defined.
V_min	Decimal (any precision)	Minimum voltage for the time period ending at read_dtm and starting as of the previously supplied record. Can be null if v_current is supplied, and min/max/avg is not available.
V_max	Decimal (any precision)	Maximum voltage for the time period ending at read_dtm and starting as of the previously supplied record. Can be null if v_current is supplied, and min/max/avg is not available.
V_avg	Decimal (any precision)	Average voltage for the time period ending at read_dtm and starting as of the previously supplied record. Can be null if v_current is supplied, and min/max/avg is not available.
Source_collector_id	String (not exceeding 30 chars)	Unique identifier of the collector device that

Meter Events

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

Other Meter Data

<i>Field Name</i>	<i>Field Type</i>	<i>Description</i>
Record Indicator	String (3 chars)	Must have value 'OMD' for other meter data.

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

2.5. SmartWorks Compass Modules

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

SmartWorks Compass, including the following modules:

- **MeterSense MDMS**
- **KPI Dashboard**
- **Automated Move-In and Move-Out**
- **Automated Disconnect/Reconnect**
- **Transformer Loading Analysis**
- **Voltage Analysis**
- **Line Loss Analysis**
- **Leak Detection and Notification**

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

2.5.1.MeterSense MDM

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

Module Functionality includes:

- Support meter deployment

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

2.5.1.1. Pre-Requisites & Assumptions

- Meter reads are imported from the AMI as defined in section 3.1. AMI Head End Systems.
- Meter events are imported from the AMI as defined in section 3.1 AMI Head End System.
- Meters installation/removal are synchronized with the system of record as defined in sections 3.3.1 CIS Synchronization Integration.
- After installation of **MeterSense** MDM by SmartWorks, meter reads validation routines (VEE – Validate, edit, estimate) as defined in SmartWorks User-Guide VEE will be available for configuration.
- Data will be presented in the **MeterSense** MDM reports based on the modules identified in this Statement of Work and the availability of the data described in section 3 Software Integrations.

2.5.2.KPI Dashboard

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

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

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

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

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

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

information, modules deployed, and integrations performed. Users may configure their own dashboards from the available KPIs.

2.5.2.1. Pre-Requisites & Assumptions

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

2.5.3. Automated Move-In / Move-Out

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

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

Physical disconnection and reconnection of service can be included where required and where the meters are equipped with an integral service switch.

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

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

Implementation

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

2.5.3.1. Pre-Requisites & Assumptions

- Deployment of the Compass Framework by SmartWorks, if not already in place.
- Population of any data required.
- The CIS datasync is in place and working. If this is not in place, another statement of work will need to be issued.
 - For Virtual Disconnect reporting, it is assumed that meters status are set to “OFF” as part of the datasync process.
- Where Meter Actions such as On Demand Read or Remote Connect/Disconnect are required, the AMI remote actions are in place and working. If this is not in place, another statement of work will need to be issued.
- Move-In and Move-Out transitions will be recorded in the CIS as Service Orders (SO). Customer will provide a detailed list of these actionable Service Orders (SO) for automated Move-In / Move-Out processes. CIS is the system of record for whether a SO is actionable, considering items such as:
 1. Validating that SO is supported by meter type
 2. Life support/special needs customers
 3. Landlord/Tenant agreements
 4. Holidays
 5. Weather
- It is assumed that each CIS service order is tied to only one (1) meter.
- It is assumed that each CIS service order is tied to only one (1) remote action type (e.g. On-Demand read, Remote Connect, Remote Disconnect)
- It is assumed that the CIS provider allows and technically enables service order integration via MultiSpeak calls.
- It is assumed that Customer will provide the view that will provide the list of service orders and corresponding service order types to be processed.

2.5.4. Automated Disconnect/Reconnect

The Automated Disconnect/Reconnect module is for the operation of a service switch independent of the Move-In/Move-Out process. It is most commonly used for situations with credit issues, with disconnect actions triggered by failure to pay and reconnect actions triggered by payments made.

The solution for automation of service disconnection & reconnection includes the following functions:

- Automated execution of Service Disconnect operation (open the service switch at the meter) for “Failure to Pay” Service Orders that have been set up in the Customer Information System.
 - Check if account is flagged as special/protected for non-disconnect, e.g. due to life support or other medical situations.
 - Logic to accommodate seasonality (e.g. no disconnect during Christmas holidays) or weather (e.g. no disconnect when the temperature is above or below a specified comfort/safety threshold).

- Scheduled timing of connection operations, e.g. disconnect process to begin at 8:00am.
- Throttling of Disconnect operations, e.g. to spread out a large number of disconnects in batches over period of several hours, to avoid a flood of calls to Customer Service at the same time.
- Auto re-try for failed switch operations, e.g. up to 3 attempts.
- Audit trail recording confirmation of successful operation at time of execution.
- Automated execution of Service Connect operation (close the service switch at the meter) for “Payment Made” Service Orders that have been set up by in the Customer Information System.
 - Frequent checking of CIS for Service Orders indicating payments have been made.
 - Immediate execution of connection operations as soon as Service Order is identified.
 - Auto re-try for failed switch operations, e.g. up to 3 attempts.
 - Audit trail recording confirmation of successful operation at time of execution.
 - Manual execution of Service Reconnection, when desired.
- KPI Dashboards of processes, including
 - Actions performed.
 - Number of Successes, number of failures.
 - Time saved or \$ saved by automating this process

Implementation

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

2.5.4.1. Pre-Requisites & Assumptions

- Deployment of the Compass Framework by SmartWorks, if not already in place.
- Population of any data required.
- The CIS datasync is in place and working. If this is not in place, another statement of work will need to be issued.
 - For Virtual Disconnect reporting, it is assumed that meters status are set to “OFF” as part of the datasync process.
- Where Meter Actions such as On Demand Read or Remote Connect/Disconnect are required, the AMI remote actions are in place and working. If this is not in place, another statement of work will need to be issued.
- Move-In and Move-Out transitions will be recorded in the CIS as Service Orders (SO). Customer will provide a detailed list of these actionable Service Orders (SO) for automated Move-In / Move-Out processes. CIS is the system of record for whether a SO is actionable, considering items such as:
 6. Validating that SO is supported by meter type
 7. Life support/special needs customers
 8. Landlord/Tenant agreements
 9. Holidays
 10. Weather
- It is assumed that each CIS service order is tied to only one (1) meter.

- It is assumed that each CIS service order is tied to only one (1) remote action type (e.g. On-Demand read, Remote Connect, Remote Disconnect)
- It is assumed that the CIS provider allows and technically enables service order integration via MultiSpeak calls.
- It is assumed that Customer will provide the view that will provide the list of service orders and corresponding service order types to be processed.

2.5.5. Transformer Loading Analysis

The SmartWorks Transformer Loading Analysis module continually analyzes loads on distribution transformers and identifies those at risk of failure, resulting in improved system reliability and better asset utilization. SmartWorks Transformer Loading Analysis uses AMI data, power factor and distribution network mapping to analyze transformer loads in relation to their ratings. Analytical calculations are run in the background so that detailed dashboards can be viewed on demand. You can interrogate the system to identify reliability risks and plan their mitigation strategy, or leave it to the system to monitor loads on a continual basis, then serve up notifications based on configurable parameters.

- KPI Dashboard of Overloaded and Underloaded transformers, based on combination of
 - Peak level
 - % time above OOB
 - Drill downs from KPIs.
- Transformer Loading Dashboard
 - KPIs for
 - Qty of Tfrs peaking above 200%
 - Qty of Tfrs >10% over OOB
 - Qty of Tfrs >90% below OOB
- Map of Transformers by Load above a defined percentage above the name plate
- Map of Transformer-Meter relationships
- Transformer Contributors graph
- Watch-list of transformers implemented with Markers (Optional, extra services required to setup/train)
- Prioritized Replacement list implemented with Task Manager (Optional, extra services required to setup/train)

Implementation

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

Transformer Loading integration

SmartWorks Compass will require data from the GIS to support the transformer loading analysis. GIS will be required to provide transformer asset data as per table below. This integration will be established using a flat file transfer.

	Compass
Transformer assets, including kVA rating	X
Relationship between transformer and location	X

2.5.5.1. Pre-Requisites & Assumptions

- Deployment of the Compass Framework by SmartWorks, if not already in place.
- Population of any data required for Transformer Loading calculations, including interval reads for meters
- Map views require latitude/longitude information for each meter to be available via synchronization with the system of record.
- To enable the Transformer Load functionality, one of the utilities' System of Record documented in the Software Integrations section must provide:
 - transformer assets, including KVA rating
 - end point meter assets
 - date-driven relationship between transformer and location
 - date-driven relationship between end point meters and locations

Note: If active/inactive dates for the relationships in the connectivity model are not available, historical relationships will be inferred by SmartWorks Compass based on the datasync date; this may impact the accuracy of the transformer report if the relationship change didn't occur on the same date as the datasync date.

2.5.6. Voltage Analysis Module

The functionality available in a specific implementation depends on the nature of the voltage data served up by the AMI system. For instance, if the AMI system delivers only daily min, max and average voltage values, the system will not be able to determine the number of hours spent at low voltage. If the AMI system delivers only an instantaneous voltage read at the end of each interval, the system will not have visibility to actual low & high voltages during the interval.

Functionality delivered (subject to the nature of voltage data available):

- Voltage KPI Dashboard
 - Number of low voltage instances in the past x days based on analysis of incoming voltage data.
 - Number of high voltage instances in the past x days based on analysis of incoming voltage data.
 - Number of sags or low voltage meter events delivered by AMI.
 - Number of swells or high voltage meter events delivered by AMI.
 - Additional metrics can be added on request but may be subject to additional cost, depending on complexity.

- Voltage Analysis
 - Tabular view of meters exhibiting instances of voltage above or below a specific threshold
 - Voltage Summary Report - Tabular view of minimum voltage exhibited by each meter within a selected Meter Group, e.g. all meters attached to a specific feeder.
 - Voltage Heat Map showing min, max or average daily voltage values for a single meter for a multi-year timeframe, subject to availability of min/max/ave voltage data.
- Voltage Map
 - Users can configure maps displaying only meters that have had a selected type of voltage meter event in the past <select number of days>. This is often referred to as a **Meter Event Map**.
- Voltage Data Reporting
 - Graphs showing Min, Max, or Average Voltages depending on availability of data
 - Tabular Reports
 - Meter Events
 - Event Type Summary
 - Meter Event Detail Listing

Implementation

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

2.5.6.1. Pre-Requisites & Assumptions

- It is assumed that the AMI system delivers the following voltage data under the proposed integration method, in order of preference:
 - Min/Max/Average per interval,
 - Min/Max/Average per day,
 - Instantaneous read per Interval.

Voltage data will be provided hourly for each interval. If Min/Max/Average values are not provided along with the voltage data, the impact will be missing of corresponding statistics in the corresponding reports or dashboards.
- It assumed that Customer will include Nominal voltage rating for each end point in the proposed datasync or that this information can be inferred via datasync attribute(s) provided (e.g. meter type).
- Deployment of the Compass Framework by SmartWorks, if not already in place.
- Voltage data is delivered by the AMI system or made available in the Meter Data Management System.

2.5.7.Line Loss Analysis Module

The Line Loss Analysis Module will quantify losses for all master metered points in the distribution network while identifying and flagging the biggest areas of loss and loss trending over time.

Functionality Included:

- KPI Dashboard:
 - Number of Metered Distribution Points that show losses above a specific threshold
 - Losses specific to a number of critical Metered Distribution Points
- Map views of points color coded by level of loss
- Registered Reports that display these points by level of loss
- Loss Analysis report by metered distribution point

Implementation

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

2.5.7.1. Pre-Requisites & Assumptions

- Above functionality is subject to the data available and to the integrations performed
- Deployment of the Compass Framework, if not already in place.
- To enable the Loss Analysis functionality, Customer's GIS must provide:
 - a list of parent and child meters.
 - a date-driven relationship (meter hierarchy) with corresponding multipliers.
- Hourly or sub-hourly interval data must be loaded into SmartWorks for all metered end points.
- Configuration of virtual interval channels for unmetered loads (e.g., streetlights, leased lights) and non-AMI meters is not included in the scope of this Change Order. This would result in additional services for the configuration work as well as additional hosting cost for the increase interval data within SmartWorks Compass.
- Map views require latitude/longitude information for each meter to be available via synchronization with the system of record.

2.5.8. Leak Detection and Notification

SmartWorks Compass provides an analytical software solution that identifies leaks both from meter notifications and using intelligent data analysis. A prioritized list of customers to be contacted is then produced, filtered for false positives and duplicates, and refined on an ongoing basis to eliminate wasted effort.

Functionality Delivered:

- Import Leak Events from AMI meters.
- Monitor for Continuous Consumption, with parameters configurable by group.
- Generate Leak Notifications using either or both approaches above.
- Provide notification summary reports to utility personnel
- Customer notification:
 - Send notifications via email or text messages to customers
 - For each account identified in existing Compass report, query CIS to determine if a corresponding Service Order already exists for the Service Order type provided by Customer.

- If the expected Service Order does not already exist, create a new Service Order in CIS. Registered Report: Leak Notifications generated over a selected period of time (default to last 7 days)
- Registered Report: Customers that have received Leak Notification but the leak still persists for a selected period of time (default to 3 days).
- Leak Detection KPI Dashboard, displaying.
 - Leaks Detected: Number of locations with a suspected leak.
 - Average Leak Time: Average time of leak, based on Continuous Consumption statistics.
 - Average Leak Volume: Average leak volume, takes the average of each interval that reported a Continuous Consumption failure.
 - Leak Notifications Sent: Leak Notifications sent to customers. This KPI is based on a rule specifically created for customers that emails the leak notification to customers, reported on a daily basis. Customer will import customer/account/location information from the CIS.
 - Total Leak Volume: Total Volume of all reported Continuous Consumption failures over the previous 6 months time span.
 - Average Leak Volume: Average leak volume of all reported Continuous Consumption Failures over the previous 6 months.

Implementation

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

2.5.8.1. Pre-Requisites & Assumptions

- Deployment of the Compass Framework by SmartWorks, if not already in place.
- Utilization of Leak Notifications from meters requires meter-generated leak notifications to be delivered to the SmartWorks Compass Framework via standard Advanced Metering Infrastructure integration methods.
- Utilization of usage data analysis for leak notification requires hourly (or finer) interval usage data to be delivered to the SmartWorks Compass Framework via standard Advanced Metering Infrastructure integration methods.
- Map views require latitude/longitude information for each meter to be available via synchronization with the system of record.
- Customer communications for notification of leaks is assumed to leverage existing customer communication approaches, text messages or email communications from SmartWorks Compass, using phone numbers or email address provided via synchronization from the utility's system of record.
- Synchronization exists with CIS for association of meters with locations and accounts, plus the status of the account (active/inactive).
- Customer contact details must be accessible by Compass for any customer communications sent by Compass.

- If available, registration data (name, phone numbers, email, status, active date, inactive date) will be synchronized with the system of record. Otherwise, registration will be managed manually within Compass.

2.6. Reporting

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

25 hours will be assigned to the design, development and testing of custom reports, based on Customer reporting requirements gathered during the Discovery Session and throughout the course of the project. Requirements for custom reports must be defined prior to the Testing phase. Customer can decide to re-assign all or parts of these hours to other project activities, such as additional remote training.

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

2.7. Project Deliverables and Work Products

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

2.7.1. Deliverables

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

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

2.7.2. Work Products

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

- Project Schedule
- Acceptance Criteria Document
- Test Case Scenario Checklist
- Testing Plan
- Training Plan
- Training Material
- SmartWorks Software User Guides
- Solution Design Document

- Go-Live Approach Document

2.8. SmartWorks Compass Training and Discovery Sessions

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

Activity	Location	Attendees	Length
Kick Off Meeting	Remote	Core project team, Executive Sponsors	1-2hrs
SmartWorks Compass demo	Onsite* (with Discovery)	Core project team, Billing, Meter Op, CSR, IT	1hr
Discovery Sessions (AMI, CIS)	Onsite*	Core project team, Billing, Meter Op, CSR, IT 3 rd Parties (CIS, AMI)	1.5 day
Workshop 1: Compass Overview and Introduction to VEE	Remote	Core project team	0.5 day
Navigation Training Sessions	Onsite*	Core project team, Billing, Meter Op, CSR, IT	2 days
Workshop 2: Data Validation	Remote	Core project team	0.5 day
Workshop 3: Roles and Groups configuration	Remote	Core project team	1hr
Processes and System review Session, including review of modules requirements	Onsite*	Core project team, Billing, Meter Op, CSR, IT 3 rd Parties (CIS, AMI, etc.)	3 days
Workshop 4: Addressing VEE Exceptions and fine-tuning	Remote	Core, Billing, Meter Op, CSR	2 x 0.5 days
SmartWorks Compass Functional and Process Training (MDM, KPI)	Onsite	Core, Billing, Meter Op, CSR	3 x 0.5days
SmartWorks Compass Functional and Process Training (each additional module)	Onsite or Remote	Core, Billing, Meter Op, CSR	1-2hrs per module
Test scripts review	Remote	Core, Billing, Meter Op, CSR	1hr
UAT Acceptance Testing Support	Remote	Core, Billing, Meter Op, CSR, IT	10 days
Post SAT Support	Onsite & Remote	Core, Billing, Meter Op, CSR, IT	100hrs

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

2.8.1.Kick Off Meeting

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

2.8.2.SmartWorks Compass Demo

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

2.8.3.Discovery Sessions

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

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

2.8.4.Workshop 1: Compass Overview and Introduction to VEE

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

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

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

2.8.5.Workshop 2: Data Validation

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

2.8.6.Navigation Training Sessions

The Functional and Navigation Training Session is held once initial configuration of DataSync and AMI read import is complete. The purpose of this training session is to introduce the Core project team to the

SmartWorks Compass application, enabling users to navigate the SmartWorks Software prior to the decision-making process that will take place during the following remote workshops and onsite sessions.

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

Topics typically covered in this training include:

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

2.8.7. Workshop 3: Roles and Groups configuration

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

2.8.8. Processes and System review Session

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

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

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

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

2.8.10. Functional and Process Training

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

Topics typically covered in this training include:

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

In addition to MeterSense MDM and KPI Dashboard onsite training, a separate training session for each module defined in section 2.5 will be scheduled. Depending on the mutually agreed upon schedule, these sessions can be combined with the onsite training, or can be scheduled remotely at a later date.

2.8.11. Test scripts review

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

2.8.12. UAT Acceptance Testing support

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

2.8.13. Post SAT Support

In addition to the UAT remote support, consultants will be available remotely and onsite to deliver 100hrs of Post SAT Support. Onsite time will be mutually agreed upon and does not include after hour support (weekend and evenings). The Support ticket system used during UAT will also be used during Post SAT Support to track issues, training questions or other items raised during the Post SAT Support phase.

2.8.14. Advanced Process Automation Rules Training (OPTIONAL)

The Advanced Process Automation Rules Training course is a two-day technical course on rules development designed to enable participants to become competent at developing rules for **SmartWorks Compass** modules.

The topics include:

1. Overview of Rules Engine as a tool, Lifecycle of a Rule, Rule Components
2. **SmartWorks Compass** Data Schema/Data Flow/ Rules Performance Management
 - a. Applications of Rules
 - b. AMI System Performance
 - c. Responding to VEE exceptions
 - d. Meter Events and Alarms
3. Data Analysis
4. Data Safety Practices

The course will be delivered following rules design themes so that participants understand the construction of rules and can apply those design themes to any functional application and will include hands on exercises and an exam.

The Advanced Process Automation Module Rules Training course will be delivered to up to 3 participants. The intent is to train individuals within an organization to create a “rules engine technician”, who can take business requirements from business lines develop a rule that meets the business needs. Customers should only need 1 to 3 technicians.

Competency with SQL and a basic understanding of databases are pre-requisites for participants in the Advanced Process Automation Module Rules Training course.

Customer should also have several “rules champions”, who represent a business unit. The rules champions will be trained on the capabilities of the Rules Engine during the Functional and Process training course. These business unit rules ‘champions’ would be responsible for finding ways to improve their business and then passing the requirements to the rules engine technician (i.e. the 1 or 2 people trained by this course). The technician creates the rule. The champion tests and signs off on the rule.

3. Software Integrations

During software integration:

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

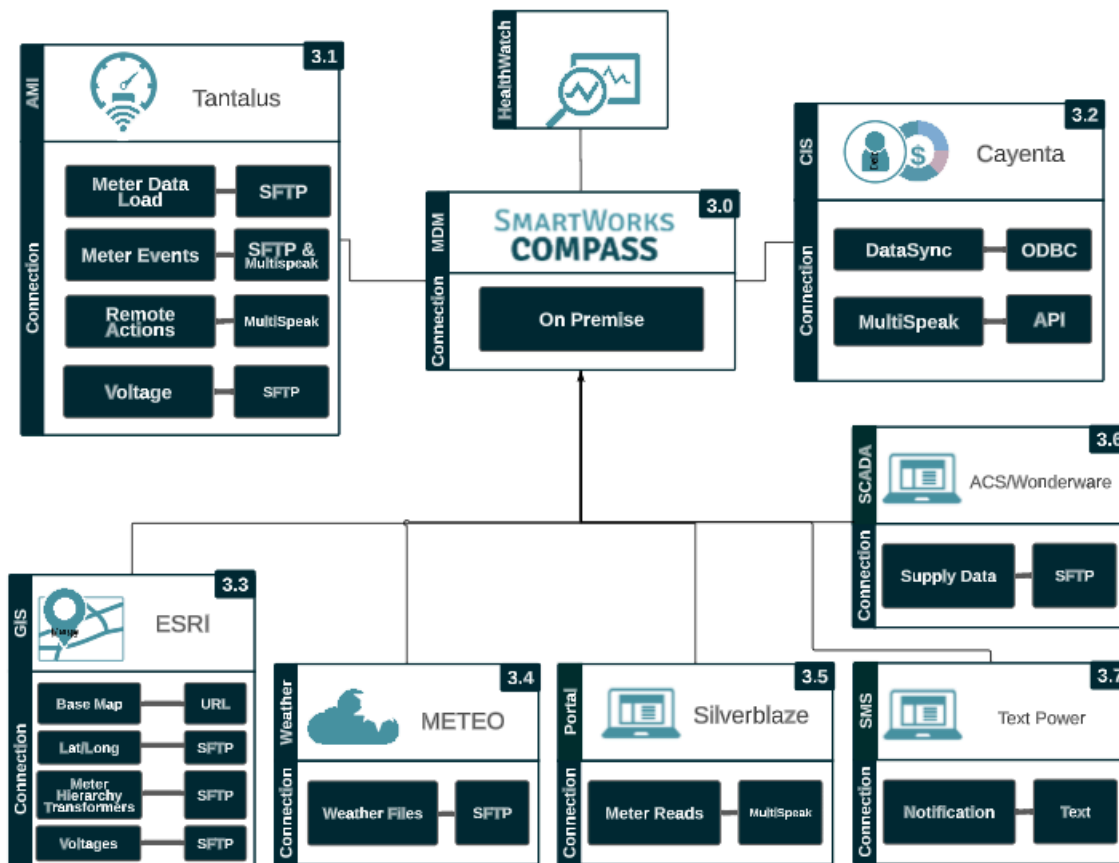
The integration coordinator role consists in securing, as required and in a timely fashion, the assistance and cooperation of third-party vendors. A change order will be required if a third-party vendor (excluding Harris CIS) is unavailable or non-cooperative and causes an impact to the project schedule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

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

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

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

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



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

3.1. AMI Head End System (Tantalus), version TCC 5.0

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

- **Meter reads:** Import the current day's readings as well as older reads that were previously missed. Interval and register read data will be received from AMI Head End system, **as defined in section 2.3 Meter Configuration.**
- **Meter events:** Import meter event data from AMI Head End. Examples include alerts such as tamper, leak, etc. Specific alarms will be defined between Sensus and Customer.
- **Remote action:** Where the functionality is supported by the meters or compatible others, SmartWorks Software will integrate with the AMI Head End to perform On Demand reads and Remote Connects & Disconnects.
- **Voltage:** Min/Max/Average or Instantaneous. Nominal Voltage threshold (for high and low).
 - Core Reports in Compass capture and display the data in the Voltage table. Voltage analysis module included in the scope of work includes additional reports as defined in section 2.5.6.
- **Other Meter Data:** Other meter data (OMD) can include any interval data that is not consumption data.
 - It is assumed that Other Meter Data types be kept to a minimum as to not cause performance concerns for the Compass system. Core Reports in Compass do not look at the data in the OMD table. Custom reports would need to be created using specific data in the OMD table. These

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

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

Assumptions:

- If flat files are used for providing meter data, the files are expected to be delivered by 5:00am (local time) or an agreed upon time suitable to Consultant and Customer in order for the SmartWorks Software to perform the VEE process. The AMI Head End may deliver files at multiple times during the day in order to collect the maximum amount of meter data.
- It is assumed that the applicable AMI Head End version will be installed on the Customer system in time for Consultant to perform its development and testing activities.
- It is assumed that interval reads provided by the AMI will scale to the register reads provided by the AMI (i.e. sum of interval reads will add up with the difference between register reads, after multiplier will pass at 95%). Failing to meet these may result in poor data quality in the MDM
- It is assumed that there will not be more than 5% missing intervals reads per day. Failing to meet these will result in performance issues when MDM tries to fill in gaps
- It is assumed that compound meters are two separate encoder heads and AMI Modules on one physical meter. Compass is Meter ID centric, therefore the system of record for meter information should see the High and Low sides of these meters as separate meter numbers. Compass can handle a single Meter ID assuming that the CIS can associate the High and Low sides of the meter using the Alt_Meter_ID and 'H' and 'L' suffixes in the datasync.
- It is assumed that non-generation accounts that measure delivered, received and net interval reads will only provide the delivered reads. Received interval reads of 0 and net reads that duplicate the delivered channels will not be stored in the MDM.

3.2. Customer Information System (CIS) (Cayenta v7.9.3)

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

Summary of integrations

Integration	Initiator	Type	Protocol	Frequency
DataSync	CIS	Creates DB views		
DataSync	MDM	Queries DB views	ODBC	1-3 times/day
Billing	CIS	Billing Request	MultiSpeak® 4.1	TBD during discovery
Billing	MDM	Billing Response	MultiSpeak® 4.1	TBD during discovery
Remote Action	CIS	OnDemand read request	MultiSpeak® 4.1	Real Time
Remote Action	MDM	OnDemand read response	MultiSpeak® 4.1	Real Time
Remote Action	CIS	Remote Disconnect request	MultiSpeak® 4.1	Real Time
Remote Action	MDM	Remote Disconnect response	MultiSpeak® 4.1	Real Time
Remote Action	CIS	Remote Connect request	MultiSpeak® 4.1	Real Time
Remote Action	MDM	Remote Connect response	MultiSpeak® 4.1	Real Time
Remote Action	CIS	Demand Reset request	MultiSpeak® 4.1	Real Time
Remote Action	MDM	Demand Reset response	MultiSpeak® 4.1	Real Time
Service Order creation	MDM	2 rules to be defined	MultiSpeak® 4.1	TBD during discovery

3.2.1.CIS Synchronization Integration

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

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

	SmartWorks Compass
METERS: List of meters with identifiers, meter types, etc.	X
METER COORDINATES: Meter latitude and longitude information	X
LOCATION: List of location(account) numbers, service addresses	X
METER LOCATION: A date-driven cross reference between meter and location number (i.e. when a meter is installed and removed from a location)	X
METER CONNECTION STATUS: State of the meter (ON/OFF)	X
METER ALIAS: Descriptive information related to the meter, combining meter/location attributes	X
CT/PT Multipliers: Contains the cross reference of meters to CT/PT Multipliers, including active/inactive dates	X
BILLING SCHEDULE: Cycle/Route schedule indicating billing period and reading period	X
ACCOUNTS: Customer Account information (such as account name, account ID, occupant code)	X
ACCOUNT SERVICES: A date-driven cross reference between account and location (i.e. customer move in/out information)	X
CUSTOMERS: List of customers with identifiers and names, email address, phone numbers	X
CUSTOMER/ACCOUNTS CROSS REFERENCE: A date-driven cross reference between account and customers	X
METER RATE CODES: Rate codes associated to each meter	X
RATES PLANS: Simple rate elements (e.g. Tiered, TOU, Fixed) as defined in section 2.3	X

Assumptions:

- It is expected that when a radio is installed or removed from a meter, a cross reference between meter ID and associated radio ID will be maintained in the CIS and provided during DataSync.
- This integration will be established using a database view that will be queried by SmartWorks Software. The database view will be developed by the CIS vendor or another agent of Customer. **The DB Views must be available prior to commencement of integration work.** Any delays with the availability of the views will impact the project timeline. In the case of significant delays, Customer has the option to pause the project until the views are available or follow Change Management process described in section 4.3 to keep the SmartWorks Project team engaged until the files are available.
- It is assumed there will be multiple iterations of the DataSync (typically 3-4) where the list of fields to be provided by the CIS in the views will be finalized after discovery and prior to UAT. Customer is responsible for validating the data as a result of each DataSync iteration.

- Depending on Customer requirements, the synchronization will occur between 1 to 3 times per day and will be scheduled to occur after the CIS Customer database has been updated.
- For net meters, the CIS will provide an indicator as to whether or not the location/premise is net billing
- Integration with the AMI head end system for the purpose of facilitating synchronization of the meter status (meter provisioning) between the AMI head end system and CIS is not included in the scope of this SOW. This integration enables the identification of meters that should be transmitting data to the MDM. It is therefore assumed that a direct integration will be made between the AMI head end system and the CIS. It is expected that Customer and AMI provider will work collaboratively to develop this integration.

3.2.2. Billing Interface (MultiSpeak® 4)

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

Cayenta and SmartWorks Software will use a MultiSpeak® web service (synchronous SOAP call) call to request and receive the latest available read.

Assumptions for scope of work:

It is assumed that all reads required for the purpose of billing will be provided by the AMI system, with the exception of the billing determinants listed in this section. Should **SmartWorks Compass** be required to perform calculation of billing determinants that are not listed in this SOW (e.g. Power Factor), the services can be brought into scope using the Change Management process described in section 4.3:

- The SmartWorks Software is capable of supporting City's Net Billing should Customer decide to proceed with the Net Billing rate structure in the future. The scope of work related to this will be defined at that time. **Note:** Net billed clients have meters with multiple registers. For these clients, the MultiSpeak responses contain records for both registers (delivered and received) and the SmartWorks Software will provide to the CIS the information for each register **as received from the AMI headend**. The SmartWorks Software will not perform the activity to calculate a net usage; it is assumed that this calculation will occur in the CIS.
 - The MDM is also capable of passing a net meter read as provided by the AMI, assuming these are provided as absolute values for the purpose of CIS billing. However, it is recommended that meters provide distinct delivered and received meter reads to enable more granular meter read analysis.
 - For net customers, it is assumed meters with received register reads with a value of 0 (non-generation accounts) will not be stored/processed and therefore will not be available to CIS for billing purposes.

For electric meters, a new rule will be created to calculate TOU registers based on the available interval reads

- Customer is responsible for identifying and configuring TOU Windows
- It is assumed that the CIS will provide an attribute to identify meters that will require the TOU calculation.

- The rule will be scheduled to calculate once per day

For electric meters, a new rule will be created to identify the monthly peak demand for billing purposes.

- It is assumed that the demand will be **reset daily** at the meter level and that a daily peak demand value will be provided by the AMI. If the AMI is not providing daily peak demand values and these need to be calculated by Compass, this would be considered additional effort.
- It is assumed that the CIS will provide an attribute to identify meters that will require the monthly peak demand calculation.
- It is assumed that the CIS will provide the last bill read date/time value in DataSync to notify the MDM in the determination of the reading period for billing.
- For TOU meters, the peak demand for each window will also be calculated
- The rule will be scheduled to calculate once per day

3.2.3.MIMO and Automated Connect/Disconnect integration

An integration to Cayenta CIS will be implemented to support the modules defined in section 2.5.3 and 2.5.4. This integration is established using CIS database view to identify the service order to be action. The update of Service Order information in CIS is accomplished using Cayenta API.

3.2.4.Service Order Creation from MDM (OPTIONAL)

SmartWorks Compass will use Cayenta CIS API and Compass Process Automation rules to create service orders in the CIS.

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

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

Example of Use Cases:

- Non-Communicating meter
- Meter tamper

3.2.5.Compass Location Summary report

The CIS will be able to connect and display SmartWorks Compass Location Summary report.

3.3. Geographic Information System (GIS) Integration - ESRI

3.3.1.Base Map

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

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

3.3.2. Latitude/Longitude for meters

The latitude and longitude information is typically stored in the GIS for High point. This data will be made available using .csv flat files.

3.3.3. Meter Hierarchy for electric meters

For the purpose of the Line Loss Analysis module, it is assumed that SmartWorks Compass will receive a connectivity model to include meter to feeder relationships (or location/premise to feeder relationships), with corresponding multipliers.

This data will be made available using *.csv flat files. If active/inactive dates are not available, the historical relationships will be inferred by SmartWorks Compass based on the datasync date; this may impact the accuracy of the loss analysis if the relationship change didn't occur on the same date as the datasync date.

3.3.4. Transformer

Customer GIS will be the system of record for the transformer-to-location relationships. SmartWorks will implement a flat file transfer integration to import the GIS transformer asset data required to support transformer loading analysis, as listed in the table below.

	Compass
Transformer assets, including kVA rating	X
Relationship between transformer and location	X
Meters to feeder relationships and corresponding multipliers	X

SmartWorks Compass will receive from the ESRI GIS the connectivity model to include relationships between meters and transformers and corresponding CT/PT multipliers, if applicable. This data will be made available using flat files on at least a daily basis.

If active/inactive dates for the relationships in the connectivity model are not available, historical relationships will be inferred by SmartWorks Compass based on the datasync date; this may impact the accuracy of the transformer report if the relationship change didn't occur on the same date as the datasync date.

3.3.5. Voltages by sub-station, feeder or circuit for the purpose of Voltage Analysis

SmartWorks Compass will receive connectivity model to include relationships between meters and sub-station, feeder, or circuit. This data will be made available using flat files on at least a daily basis.

If active/inactive dates for the relationships in the connectivity model are not available, the historical relationships will be inferred by SmartWorks Compass based on the datasync date; this may impact the accuracy of the loss analysis if the relationship change didn't occur on the same date as the datasync date.

Any further GIS integration is not included in the scope of services for this project.

3.4. The Weather Network

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

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

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

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

3.5. Customer Portal (SilverBlaze)

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

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

3.6. SCADA for Loss Analysis

For the purpose of the Line Loss Analysis and Water Loss Analysis modules Loss Analysis module 60min Interval Supply data (Load) will be imported into **SmartWorks Compass** from Customer's SCADA System of Record (SOR) ACS for electric and Wonderware for water. The data will be a delimited flat file-based interface using a CMEP or SmartWorks Compass generic file format and imported daily or weekly into Compass via sFTP.

It is assumed that the number of meters and corresponding volume of interval data imported for the purpose of Water and Line Loss Analysis modules will be reasonable and will align with the server specifications assumptions from section 2.3.

Final requirements will be determined during the discovery workshop.

3.7. Text Power SMS

As part of the Leak Detection and Notification module, a rule will be developed to integrate with TextPower SMS enabling notifications via text. The rule will send an SMS using Text Power for the given contact number (based on the location class) with the provided message.

Assumptions

- Customer will handle all billing directly with Text Power
- Customer will provide any account information required for the use of this interface.
- Testing of SMS messages will be managed by Customer and Customer will be responsible for the corresponding fees.

4. Project Management Approach

4.1. Communication/Relationship Management Approach

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

4.1.1. Guiding Principles

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

The following guiding principles will assist in meeting this goal:

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

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

4.1.2.Goals of Communication Strategy

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

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

4.1.3.Effective Communication Guidelines

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

4.1.4.Communication Plan

Following is the proposed communication plan for the project:

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

4.2. Work Management Approach

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

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

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

For the purpose of effective collaboration, a common repository (e.g. Teams, Sharepoint) will be used to store and share documentation during project implementation.

4.3. Change Management Approach

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

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

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

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

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

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

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

- Overall project timeline, budget or scope are affected.

4.4. Risk Management Approach

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

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

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

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

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

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

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

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

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

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

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

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

4.5. Acceptance Management Approach

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

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

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

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



Consultants assigned to Customer will provide training of the system to the staff, along with training documents, consisting of User Guides and PowerPoint. Training will be conducted onsite and using WebEx sessions, phone calls and documentation when needed.

5. Delivery Approach

5.1. Implementation Approach – Phases, Deliverables, Key Milestones

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

5.2. Implementation Methodology

The SmartWorks Methodology is based on the following guiding principles:

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

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

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

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

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

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

Implementation Phases	Objectives	Key Work Products and Activities	Deliverables
Phase I Initiation and Build <i>Key Milestones</i> - Kick Off Meeting Held - Project Plan Reviewed/Updated	- To Kick Off project and establish successful working relationship - To obtain detailed agreement on Project Plan - To install and perform base configuration work	- Kick Off Meeting - Implementation Questionnaire - Acceptance Criteria Document - Initial Configuration complete - Physical Architecture Recommendation	- SmartWorks Software installation - Software Overview Training Session
Phase II Analysis <i>Key Milestones</i> - Integration Documents signed - Functional and Integration Requirement Document signed	- To demonstrate base configuration functionality - Conduct Discovery Sessions - To obtain an agreement on what is remaining to be delivered	Discovery Session(s) Summary	Functional and Integration Requirements Document
Phase III Development <i>Key Milestones</i> Solution Feature / Code / Configuration Complete	- To configure according to requirements and build the Solution components - To write associated test cases that Customer would execute for acceptance of the Solution	- Test Scenarios / Cases - User Acceptance Test Scripts - Base Solution Installed and Configured	- SmartWorks Software configuration - SmartWorks Software integration
Phase IV Testing <i>Key Milestones</i> User Acceptance Testing Complete	- To move the Solution to a known state of quality and ready for deployment - To train customer on their Solution	- Functional Testing Results - Integration Testing Results - User Acceptance Test (UAT) Results - Accepted Solution per UAT	- Functional and Process Training - User Acceptance Testing Support - Go-Live Plan Document
Phase V Deployment <i>Key Milestones</i> Solution Live	To move the Solution into a production environment state and transition support to the operations team	Solution Live	Installation Acceptance

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

5.3. Implementation Timeline

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

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

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

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

5.4. Validation/Testing Approach

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

To ensure that a quality Solution is delivered to Customer, the Testing Phase focuses on validating that the configured and developed Customer Solution performs per agreed upon requirements for each module. This includes four (4) main testing activities:

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

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

- The test name
- The objective for performing the test

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

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

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

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

5.4.1. User Acceptance Testing Procedure

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

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

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

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

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

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

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

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

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

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

Severity Level	Description
1	• <i>System Down (Software Application, Hardware, Operating System, Database)</i> • <i>Program errors without workarounds</i> • <i>Incorrect calculation errors impacting one-third of records</i> • <i>Error messages preventing data integration and update</i> • <i>Performance issues of severe nature impacting critical processes</i> • <i>Security Issues</i>
2	• <i>System errors that have workarounds</i> • <i>Calculation errors impacting less than one-third of records</i> • <i>Reports calculation issues</i> • <i>Performance issues not impacting critical processes</i> • <i>Usability issues</i> • <i>Workstation connectivity issues (Workstation specific)</i>
3	• <i>Training questions, how to, or implementation of new processes</i> • <i>Aesthetic issues</i> • <i>Issues where a workaround is available for a large majority of cases</i> • <i>Recommendations for enhancements on system changes</i> • <i>Questions on documentation</i> • <i>Test environment issues or questions</i>

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

5.5. Software Progression and Configuration Management

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

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

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

5.6. Customer Resource Involvement

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

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

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

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

Phase I: Initiation and Build

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

Phase II: Analysis

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

Phase III: Development

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

Phase IV: Testing

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

Phase V: Deployment

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

5.7. Project Completion Criteria

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

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

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

5.7.1.Completion Criteria Summary

Milestone	Deliverable/ Completion Criteria	Assumptions/Dependencies	Timeline* Provided only as guideline in SOW. The agreed upon project schedule will supersede the information included in this column	% Services
Contract execution		Agreements signed by all parties		5%
Software installation	Pre-production system provisioned	Introduction call between SmartWorks and Customer Project Managers held prior to installation	- Within 2 months from Contract signing - Month 1	5%
Kick off Session held	- Team Introduction - Confirm project planning and review of Statement of Work - Initial review of Data Mapping requirements and implementation Questionnaire	Data Mapping requirements and implementation Questionnaire have been presented but will be updated throughout the project	- Within 1 month of Software Installation - Month 1 Assumptions: - Depends on the availability of resources from CoHP, AMI, CIS	5%
Initial DataSync delivered	- Initial Data Mapping requirements completed - DataSync completed for pre-defined test meters - Compass Overview training session has been delivered	- Customer provided timely input for the documentation presented during Kick Off - Acceptance only includes pre-defined test meters 3rd parties provided requested data as per agreed upon schedule	5 months from the Kick Off meeting - Month 5 Assumptions: - Connectivity with CIS is established	5%
Initial AMI integration delivered	- Initial Implementation Questionnaire completed - AMI data populated in MDM for pre-defined test meters - Compass Overview training session has been delivered	- Customer provided timely input for the documentation presented during Kick Off - Acceptance only includes pre-defined test meters 3rd parties provided requested data as per agreed upon schedule	5 months from the Kick Off meeting - Month 5 Assumptions: - Connectivity with AMI is established	5%
Delivery of navigation training session	Training as described in section 2.8.6 has been delivered.	- Users can access the system - Preliminary data (datasync and AMI) has been populated	Month 6	2.5%

Milestone	Deliverable/ Completion Criteria	Assumptions/Dependencies	Timeline* Provided only as guideline in SOW. The agreed upon project schedule will supersede the information included in this column	% Services
Delivery of requirements document	- Discovery Sessions have been held (as outlined in Section 2.8) - Initial requirements documents have been delivered to Customer for review	- Acceptance linked to initial delivery of documents - Customer will complete review and comment on each draft of the Requirements Document within 10 Business Days to maintain adherence to the project schedule.	- Within 1 month of Processes and System Review Session - Month 7	2.5%
Completion of AMI integration	Integration as defined in section 3.1 of the SOW have been delivered	Final requirements documents have been approved	- Within 2 months of Processes and System Review Session - Month 8	5%
Completion of CIS DataSync integration	Integration as defined in section 3.2.1 of the SOW have been delivered	Final requirements documents have been approved	- Within 2 months of Processes and System Review Session - Month 8	5%
Completion of CIS billing integration	Integration as defined in section 3.2.2 of the SOW have been delivered	Final requirements documents have been approved	- Within 2 months of Processes and System Review Session - Month 8	5%
Completion of Service Order integration	Integration as defined in sections 3.2.3 and 3.2.5 of the SOW have been delivered	Final requirements documents have been approved	- Within 2 months of Processes and System Review Session - Month 9 Assumptions: - Business rules to be automated are identified by CoHP - Requirements are outline by CoHP for SO Integration by Processes and System review session	5%
Completion of Functional and Process Training	- Software modules as defined in section 2.5.1 and 2.5.2 available - Training as defined in section 2.8 has been delivered (only includes MeterSense MDM and KPI Dashboard training)	- SmartWorks provides agenda prior to training - SmartWorks provides training plan prior to training - Customer is engaged and completes training exercises - Configuration has been completed, as mutually agreed upon between SmartWorks and Customer PMs	- Within 1 month from completion of initial AMI and CIS integration - Month 10	5%

Milestone	Deliverable/ Completion Criteria	Assumptions/Dependencies	Timeline* Provided only as guideline in SOW. The agreed upon project schedule will supersede the information included in this column	% Services
Completion of Automated Move-In/Move-Out module and Automated Disconnect/Reconnect module	- Software module as defined in sections 2.5.3 and 2.5.4 available - Training as defined in section 2.8 has been delivered for these modules	- SmartWorks provides agenda prior to training - SmartWorks provides training plan prior to training - Customer is engaged and completes training exercises - Configuration and integrations have been completed, as mutually agreed upon between SmartWorks and Customer PMs	- Within 2 months of Processes and System Review Session - Month 10	5%
Silverblaze integration completed	Integration as defined in section 3.5 of the SOW have been delivered	Final requirements documents have been approved	Month 11	2.5%
Completion of UAT	- Test results documented by Customer - Severity level 1 tickets have been addressed	- Test scripts have been defined by Customer - Customer resources are available to perform testing for a period of 10 business days - Tickets logged after completion of UAT will not delay acceptance	- Month 12 Assumptions - Completion of all integrations	5%
Post SAT Support	100hrs of SAT Support	UAT has been completed and customer has gone live	Month 13-14	5%
Transition to Support	Transition to Support meeting has been held		Month 15	5%
Completion of Transformer Loading Analysis module	- Software module as defined in section 2.5.5 available - Training as defined in section 2.8 has been delivered for this module	- SmartWorks provides agenda prior to training - SmartWorks provides training plan prior to training - Customer is engaged and completes training exercises - Configuration and integrations have been completed, as mutually agreed upon between SmartWorks and Customer PMs	To be implemented post Go Live	2.5%

Milestone	Deliverable/ Completion Criteria	Assumptions/Dependencies	Timeline* Provided only as guideline in SOW. The agreed upon project schedule will supersede the information included in this column	% Services
Completion of Voltage Analysis module	- Software module as defined in section 2.5.6 available - Training as defined in section 2.8 has been delivered for this module	- SmartWorks provides agenda prior to training - SmartWorks provides training plan prior to training - Customer is engaged and completes training exercises - Configuration and integrations have been completed, as mutually agreed upon between SmartWorks and Customer PMs	To be implemented post Go Live	2.5%
Completion of Line Loss Analysis module	- Software module as defined in section 2.5.7 available - Training as defined in section 2.8 has been delivered for this module	- SmartWorks provides agenda prior to training - SmartWorks provides training plan prior to training - Customer is engaged and completes training exercises - Configuration and integrations have been completed, as mutually agreed upon between SmartWorks and Customer PMs	To be implemented post Go Live	2.5%
Completion of Leak Detection and Notification module	- Software module as defined in section 2.5.8 available - Training as defined in section 2.8 has been delivered for this module	- SmartWorks provides agenda prior to training - SmartWorks provides training plan prior to training - Customer is engaged and completes training exercises - Configuration and integrations have been completed, as mutually agreed upon between SmartWorks and Customer PMs	To be implemented post Go Live	2.5%

Milestone	Deliverable/ Completion Criteria	Assumptions/Dependencies	Timeline* Provided only as guideline in SOW. The agreed upon project schedule will supersede the information included in this column	% Services
Monthly PM/meeting Fee	25 hours/month	- A monthly PM fee will be charged to Customer for the duration of the project, until the Transition to Support occurs. - These tasks include: weekly project teams attended by Project Manager, Technical Consultant, and Business Consultant; Project Manager meetings; meeting agenda and minutes.		12.5%

6. Assumptions

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

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

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

7. Document Acceptance and Sign-off

Accepted on this day by:

[Customer]

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

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

APPENDIX A – Change Order Template

Harris Utilities SmartWorks Change Order

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

Date: <Date>

Change Order #: <xx>

Customer: <Customer>

Customer Contact: <Name of Requester/Technical Contact>

Description of Change: <Title of Change Order>

Related Documents

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

Scope of Change

<Describe changes to be made>

Assumptions and Constraints

1. <List any applicable assumptions/constraints>

Schedule Impact

<Identify schedule impact, if any>

Change Order Effort

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

Change Order Fees

Support and Maintenance

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

Taxes

Fees exclude any applicable taxes.

Validity

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

Scope Changes

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

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

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

Change Order Payment Schedule

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

Description	Payment	
(Milestone A TBD)	X%	\$0.00
(Milestone B TBD)	X%	\$0.00
Total	100%	\$0.00
Additional Annual Support & Maintenance fees		\$0.00
Notes: - This fee is intended to cover support and maintenance activities anticipated for new functionality provided in this quote. - The fee will be applied upon installation in test environment (or production if a test environment is not available). - The first-year fee will be pro-rated to align with Customer's existing maintenance payment schedule. Annual fees are subject to change as defined in the Support and Maintenance Agreement.		

Invoices are payable on a net 30-day basis.

Change Order Acceptance and Sign-off

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

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

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

☐ Approval to Proceed

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

Print Name (Authorized signature)	Signature	Date
-----------------------------------	-----------	------

Name (Technical Contact)	e-mail	Phone Number
--------------------------	--------	--------------

N. Harris Computer Corporation

SmartWorks manager authorized to sign this Change Order

Print Name (Authorized signature)	Signature	Date
-----------------------------------	-----------	------

If you have any questions or need further information, please feel free to contact the Project Manager noted above.

Software License and Services Agreement

This **Software License and Services Agreement** (the “**Agreement**”), is entered into on **XXX**, 202**X** (the “**Effective Date**”) by and between **XXX** (“**Customer**”) and N. Harris Computer Corporation of 1 Antares Drive, Suite 400, Ottawa, Ontario K2E 8C4 (“**SmartWorks**”).

NOW THEREFORE, in consideration of the mutual covenants and obligations contained here and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Interpretation.

(a) Definitions. In this Agreement the following expressions shall have the meanings indicated below. Other terms are defined in the body of this Agreement.

“**Customer Data**” means all data, including without limitation all text, sound, video, or image files, and software, that are provided by or on behalf of Customer to SmartWorks and all other content transmitted, posted, received, or created through Customer or its customers’ use of the Software.

“**Confidential Information**” shall mean the Software, and any information which is confidential in nature or that is treated by SmartWorks as being confidential which is disclosed by SmartWorks or obtained by Customer in connection with this Agreement, whether such information is in oral, written, graphic or electronic form, which: is (i) marked “Confidential,” “Restricted,” or “Proprietary Information” or other similar marking, (ii) known by the Customer to be considered confidential or proprietary, such as the Software, or (iii) which should be known or understood to be confidential or proprietary by an individual exercising reasonable commercial judgment in the circumstances. Confidential Information does not include information to the extent that such information: (i) is or becomes generally known to the public by any means other than a breach of the obligations of a receiving party hereunder; (ii) was previously known to the receiving party as evidenced by its written records; (iii) is rightly received by the receiving party from a third party who is not under an obligation of confidentiality; or (iv) is independently developed by the receiving party’s employees or independent contractors who have not had access to or use of the other party’s Confidential Information which such independent development can be established by evidence that would be acceptable to a court of competent jurisdiction;

“**Documentation**” means user guides, operating manuals, educational materials, product descriptions and specifications, technical manuals, and supporting materials, as may be amended or supplemented from time to time and delivered to Customer by SmartWorks;

“**Fees**” means the License Fees, Maintenance and Support Fees, and any other applicable fees set out in Schedule “A” to this Agreement;

“**Customer Confidential Information**” means non-public information or material disclosed by Customer to Harris during the Term that is (i) marked “Confidential”; or (ii) should reasonably be known or understood to be confidential by an individual exercising reasonable commercial judgment in the circumstances. Customer Confidential Information does not include information to the extent that such information: (i) is or becomes generally known to the public by any means other than a breach of the obligations of Harris; (ii) was previously known to Harris; (iii) is rightly received by Harris from a third party who is not under an obligation of confidentiality; or (iv) is independently developed by Harris without reference to or use of Customer Confidential Information. Customer Confidential Information does not include Customer Data.

“**Intellectual Property Rights**” shall mean any proprietary right, including but not limited to those provided under: (i) patent law; (ii) copyright law; (iii) trade-mark law; (iv) design patent or industrial design law; or (vi) any other statutory provision or common law principle that may provide a right in either (a) ideas, formulae, algorithms,

concepts, inventions or know-how; or (b) the expression of such ideas, formulae, algorithms, concepts, inventions or know-how;

“License Fees” means the fees to be paid by Customer in respect of the license rights to use the Software, as set out in Schedule “A”;

“Maximum Channels” means the maximum number of channels [or existing systems and connected devices such as Supervisory Control and Data Acquisition (SCADA) and sensors in the emerging Internet of Things (IoT)] that collect data regarding electricity being consumed by a customer of Customer or collect data regarding electricity provided by a customer to Customer, with which Customer is authorized to use the Software as specified in Schedule “A”.

“Maximum Meters” means the maximum number of meters with which Customer is authorized to use the Software as specified in Schedule “A”.

“Maintenance and Support Fees” means the fees for the Maintenance and Support Services set out in Schedule “A”;

“Maintenance and Support Services” means maintenance and support services to be provided by SmartWorks pursuant to the terms and conditions of Schedule “B”;

“Open Source License” means terms that, as a condition of use, copying, modification or redistribution of software, require that such software and/or derivative works thereof to be disclosed or distributed in source code form, to be licensed for the purpose of making derivative works, or to be redistributed free of charge, including without limitation software distributed under the GNU General Public License or GNU Lesser/Library GPL;

“Professional Services” means those implementation, training, consulting, data conversion and other professional services described in Schedule “A” or an SOW.

“Professional Services Fees” means the fees to be paid by Customer for the Professional Services as set out in Schedule “A” or an SOW.

“Required Hardware” shall have the meaning set out in Section 6(b);

“Required Programs” shall have the meaning set out in Section 6(a);

“Software” means the object code version of the SmartWorks software products listed in Schedule “A” and includes any Updates or Upgrades that have been provided to Customer as part of the Maintenance and Support Services. Third Party Software is not included in the definition of Software except where this Agreement explicitly states otherwise;

“Statement of Work” or **“SOW”** means the statement of work attached as Schedule “C” or any future statement of work executed by the parties from time to time, each of which is governed by and integrated into this Agreement and each of which sets out the Professional Services to be provided by SmartWorks.

“Third Party Software” means third party software products licensed to Customer by the applicable third party licensors. Future Releases of the Software may require alternate third-party software to be upgraded or licensed by Customer, which will be subject to a third party license agreement between Customer and the relevant third-party software licensor;

“Updates” means any published changes, additions or corrections to the Software that primarily include a minor modification or enhancement to the Software related to a bug fix, minor additional functionality that SmartWorks or its authorized reseller makes generally available to its customers as part of its Maintenance and Support Services;

“Upgrades” means a major overhaul of the Software which is a complete new published version of the Software that modifies, revises or alters the Software and adds features, functionality or enhancements to such Software,

that SmartWorks or its authorized reseller makes generally available to its customers subject to the payment of additional fees; and

“**User(s)**” means any employee or legal agent of Customer.

b) Schedules

The Schedules described below and attached to this Agreement shall be deemed to be integral parts of this Agreement.

Schedule “A” - Software, Maximum Meters, Maximum Channels, Fees

Schedule “B” - Maintenance and Support Services

Schedule “C” – Statement of Work

In the event of any conflict or inconsistency between the terms and conditions in the main body of this Agreement and the terms and conditions in any Schedule, the terms and conditions of the main body of this Agreement shall control unless otherwise expressly stated in the provision giving rise to the conflict or inconsistency.

2. Term

(a) **Initial Term.** The initial term of this Agreement will be for a period of ten (10) years commencing on the Effective Date (the “**Initial Term**”), unless terminated in accordance with Section 13.

(b) **Extended Term.** SmartWorks will deliver written notice of its then current Fees at least one twenty (120) days prior to the end of the Initial Term. Customer will provide written notice to SmartWorks at least sixty (60) days prior to the end of the Initial Term if it intends to renew this Agreement for an additional five (5) year period (the “**Renewal Term**”).

(c) The Initial Term and Extended Term will together be referred to as the “**Term**”.

3. Fees

In consideration of receiving the license rights granted in this Agreement, and the Maintenance and Support Services, Customer agrees to pay to SmartWorks or its authorized reseller the License Fees, and Maintenance and Support Fees in advance in accordance with the payment terms set out in Schedule “A”. All Fees are non-refundable. Unless otherwise specified, all references to amounts of money in this Agreement and the related Schedules refer to U.S. currency. Maintenance and Support Fees may increase on an annual basis by the greater of the following: (i) CPI, being the most recently published 12-month rate of change in the OECD Consumer Prices All Items – Total Index for the United States, expressed as a percentage; and (ii) five percent (5%) . The Fees and any other fees set out in this Agreement are exclusive of taxes. Customer agrees to pay all foreign, federal, state, provincial, county or local income taxes, value added taxes, use, personal, property sales and any other taxes, tariff, duty or similar charges that may be levied by a taxing authority (excluding taxes on SmartWorks’ net income). Customer shall reimburse SmartWorks for all travel and out of pocket expenses incurred in connection with any Customer request for onsite services.

If any Fees are not paid when due, and in any event within ten (10) days of receiving written notice of outstanding Fees, then at SmartWorks’ discretion, (a) such Fees may accrue late interest at the rate of 1.5% (18% per annum) of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower, from the date such fee was due until the date paid.

4. License Grant

(a) Subject to the terms and conditions of this Agreement including, without limitation, the payment of the License Fees, SmartWorks hereby grants to Customer a personal, perpetual (subject to Section 13), non-exclusive, non-transferable, limited license (without any right to sublicense):

- (i) to install and allow Users to use the Software with up to the Maximum Channels and Maximum Meters in accordance with the Documentation solely for Customer's internal business purposes; and
 - (ii) to make one (1) archival backup copy of the Software and to copy the Documentation; provided that Customer must reproduce any copyright or other notice marked on any part of the Software and Documentation on all authorized copies and must not alter or remove any such copyright or other notice.
- (b) Use of the Software on any system that (i) does not meet the Required Programs and Required Hardware requirements set out in Section 6 voids all warranties with respect to the Software and relieves SmartWorks of any obligation to provide Maintenance and Support Services.
- (c) The license rights granted in this Section 4 do not include the right to use any Third Party Software.
- (d) Restrictions Without limiting the generality of Section 4, and in addition to the other restrictions listed therein, Customer shall not, and will not allow, direct or authorize (directly or indirectly) any third party to: (i) disassemble, de-compile, reverse engineer, defeat license encryption mechanisms, or translate any part of the Software, or otherwise attempt to derive, reconstruct or discover the source code of the Software except and only to the extent that applicable law expressly permits, despite this limitation; (ii) modify, translate, or create derivative works of the Software or Documentation or merge all or any part of the Software with another program; (iii) give away, rent, lease, lend, sell, sublicense, distribute, transfer, assign, or use the Software for timesharing or bureau use or to publish or host the Software for use by any third party; (iv) take any actions that would cause the Software to become subject to any Open Source License or quasi-open source license agreement; and (v) use the Software in any manner for purposes of (A) developing, using or providing a competing software product or service; (B) copying any ideas, features, functionality or graphics of the Software; or (C) knowingly allow access to any competitor of SmartWorks.
- (e) Customer acknowledges and agrees that any breach of this Agreement by its Users shall constitute a breach by Customer.

5. Ownership

- (a) The Software, Documentation, related materials, and other information relating to the Software or used in conjunction with the Software, whether distributed in print, magnetic, electronic, or video format, in effect as of the date the Software are provided to the Customer are and shall remain the sole and exclusive property of SmartWorks, its licensors and/or its affiliates and Customer acknowledges and agrees that all Intellectual Property Rights therein are and shall remain with SmartWorks, its affiliates and/or its licensors. Any rights not expressly granted herein are reserved by SmartWorks. Customer may not obscure, remove or otherwise alter any copyright, trademark or other proprietary notices from the Software, the Documentation, Third Party Software and related material supplied by SmartWorks. Customer shall report to SmartWorks any infringement or misappropriation of SmartWorks Intellectual Property Rights or other rights in the Software or the Documentation of which Customer becomes aware. Customer hereby grants to SmartWorks a royalty-free, worldwide, irrevocable, perpetual license to use and incorporate into the Software, and any suggestions, ideas, enhancement requests, recommendations or other feedback provided by Customer relating to the Software.
- (b) In order to assist SmartWorks with the protection of its proprietary information and Confidential Information and to enable SmartWorks to ensure that the Customer is complying with its obligations, during the Term and for a period of two (2) years thereafter, Customer shall permit Harris, upon reasonable notice, to visit during normal business hours any premises at which the Software is used or installed and shall provide SmartWorks with access to its Software. Such audit shall be at SmartWorks' expense, however, in the event that the audit reveals that Customer is in violation of the usage terms of this Agreement, Customer shall reimburse SmartWorks for such expenses and promptly pay any additional License Fees and Maintenance and Support Fees not properly licensed or paid, such fees will be invoiced at SmartWorks' then current rate.

6. Required Programs and Hardware

- (a) Customer acknowledges that the use of the Software shall require that Customer obtain and install

additional required minimum third-party software programs as set out in the Documentation and modified from time to time by SmartWorks (the “**Required Programs**”). Customer agrees that the purchase of the Required Programs shall be at Customer’s sole cost and that the cost thereof is not included in the fees herein, including for any future updates about which Customer is provided with commercially reasonable advance notice.

(b) Customer acknowledges that the use of the Software requires that Customer have, at a minimum, hardware necessary to run SmartWorks programs as set out in the Documentation and modified from time to time by SmartWorks (the “**Required Hardware**”).

7. Third Party Software

(a) In the event that SmartWorks shall distribute to Customer any Third Party Software, Customer shall pay to SmartWorks in full in advance the license fees listed on the SmartWorks website at www.SmartWorks.com for the Third Party Software. Such license fees are exclusive of taxes. Customer agrees to pay all foreign, federal, state, provincial, county or local income taxes, value added taxes, use, personal, property sales and any other taxes, tariff, duty or similar charges that may be levied by a taxing authority (excluding taxes on SmartWorks’ net income). It is acknowledged by the parties that in the event that any Third Party Software is provided by SmartWorks to Customer pursuant to this Agreement, such Third Party Software shall be distributed to Customer by SmartWorks subject to the terms and conditions of the applicable license agreement for such Third Party Software to be entered into directly between Customer and the owner/licensor of such Third Party Software. SmartWorks makes no warranties, express or implied, with respect to the Third Party Software, including, without limitation, their merchantability or fitness for a particular purpose and SmartWorks accepts no liability of any kind whatsoever with respect to the Third Party Software. Any warranty Customer has with respect to the Third Party Software shall be solely provided by the Third Party Software licensor except where this Agreement may expressly state otherwise. Customer shall be responsible for the installation of any Third Party Software unless otherwise agreed by SmartWorks in writing.

8. **Professional Services.**

(a) Subject to the terms and conditions of this Agreement, SmartWorks shall provide the Professional Services to Customer in accordance with Schedule “C”.

(b) SmartWorks shall perform the Professional Services in an efficient, competent and timely manner and exercise reasonable care, skill and diligence in the performance thereof. SmartWorks shall determine in its sole discretion the manner and means by which the Professional Services shall be performed. SmartWorks will communicate openly with Customer in its methodology, manner and means.

9. Maintenance and Support Services

Subject to the payment of the Maintenance and Support Fees, Maintenance and Support Services will be provided by SmartWorks in accordance with the Standard Maintenance and Support Services Terms for SmartWorks Products set forth in Schedule “B”.

10. Confidential Information and Customer Confidential Information.

(a) Confidential Information. Customer agrees:

- (i) to keep confidential any and all Confidential Information with respect to SmartWorks which it has received or may in the future receive in connection with this Agreement and to take all reasonable steps, which shall be no less than those steps it takes to protect its own confidential and proprietary information, to protect the Confidential Information of SmartWorks from unauthorized use, disclosure, copying or publication;
- (ii) not to use the Confidential Information of SmartWorks other than in the course of exercising its rights or performing its obligations under this Agreement;
- (iii) not to disclose or release such Confidential Information except to the extent required by applicable law or during the course of or in connection with any litigation, arbitration or other proceeding based upon or in

connection with the subject matter of this Agreement, provided that Customer shall first give reasonable notice to SmartWorks prior to such disclosure so that it may obtain a protective order or equivalent and provided that the Customer shall comply with any such protective order or equivalent;

- (iv) not to disclose or release such Confidential Information to any third person without the prior written consent of SmartWorks, except for authorized employees or agents of Customer who have a need to know such information for the purpose of performance under this Agreement and exercising its rights under this Agreement, and who are bound by confidentiality obligations at least as protective of SmartWorks' Confidential Information as this Agreement; and
- (v) to take such actions as may be reasonably necessary to enforce its agreements with its employees and agents, including commencing legal proceedings.

(b) Customer Confidential Information. SmartWorks agrees:

- (i) to keep confidential any Customer Confidential Information which it may receive in connection with this Agreement and to take all reasonable steps, which shall be no less than those steps it takes to protect its own confidential and proprietary information, to protect the Customer Confidential Information from unauthorized use, disclosure, copying or publication;
- (ii) not to use the Customer Confidential Information other than in the course of exercising its rights or performing its obligations under this Agreement;
- (iii) not to disclose or release Customer Confidential Information except to the extent required by applicable law or during the course of or in connection with any litigation, arbitration or other proceeding based upon or in connection with the subject matter of this Agreement, provided that SmartWorks shall first give reasonable notice to Customer prior to such disclosure so that it may obtain a protective order or equivalent; and
- (iv) not to disclose or release Customer Confidential Information to any third person without the prior written consent of Customer, except for authorized employees or agents of SmartWorks who have a need to know such information for the purpose of performance under this Agreement and exercising its rights under this Agreement, and who are bound by confidentiality obligations at least as protective of Customer Confidential Information as this Agreement.

11. Warranty

(a) **Limited Warranty.** SmartWorks warrants to Customer that as long as Customer has paid all Maintenance and Support Fees to obtain Maintenance and Support Services, the Software will perform substantially in accordance with the Documentation when properly used and in the manner specifically contemplated by the Documentation, the terms of this Agreement and where Customer has installed the Required Programs and on the Required Hardware. In the event the Software does not substantially conform to the Documentation, Customer promptly notifies SmartWorks of the nature of the failure and such additional information regarding the failure as SmartWorks may reasonably request and the error can be reproduced by SmartWorks, SmartWorks shall make commercially reasonable efforts to provide a suitable workaround, repair or replace the non-conforming Software in accordance with the Maintenance and Support Services. The foregoing shall be Customer's sole and exclusive remedy for breach of the exclusive warranty in this Section 10(a).

(b) **Exclusions to SmartWorks Warranty.** SmartWorks shall not be liable for any breach of the foregoing warranties which results from causes beyond the reasonable control of SmartWorks, including but not limited to:

- (i) Where the installation, integration, modification or enhancement of the Software has not been carried out by SmartWorks or its authorized agent, or where Customer has taken any action which is expressly prohibited by the Documentation or this Agreement;
- (ii) Any combination of the Software with any software, equipment or services not supplied, recommended or authorized by or on behalf of SmartWorks other than the Required Programs and Required Hardware;

- (iii) Use of the Software on any system that (i) does not meet any of the Required Programs and Required Hardware requirements set out in Section 6 or (ii) exceeds the Maximum Meters or Maximum Channels.
- (iv) User error, or other use of the Software in a manner for which it was not intended or other than as permitted in this Agreement;
- (v) Customer's failure to install a new Update which has been released to remedy an error or bug, and which SmartWorks has stated to Customer is a required Update necessary for security purposes or for legislative compliance purposes or other reasons as SmartWorks may determine is important in its sole discretion;
- (vi) SmartWorks personnel are not given full, free and safe access to the facility where the Software is installed during attempts to remedy an error;
- (vii) Customer's failure to upgrade hardware to meet the demands of any upgraded Software or improvements in Software functionality; which SmartWorks has stated to Customer is required;
- (viii) Customer's computer(s), network or other hardware malfunctioned and the malfunction caused the defect, or any other event of force majeure as set out in Section 15(h);
- (ix) Any failures, losses or errors resulting from or related to hosting services used in connection with the Software, including without limitation, any harmful actions of Users or third parties, or resulting from corrupt data (for greater certainty, Customer is not permitted to use a third party to host the Software, such hosting services may only be provided by SmartWorks' service providers or where applicable its authorized reseller's service providers that have been approved by SmartWorks in advance in writing); or
- (x) Any failure of the Software due to external causes such as, but not limited to, power failures or electrical surges.

(c) Customer Warranty.

Customer represents and warrants to SmartWorks that it shall comply with all applicable laws in connection with its use of the Software and in its performance under this Agreement including but not limited to those laws regarding restrictions on exports and economic sanctions including end-user, end use and destination restrictions by Canadian, U.S. and other governments related to SmartWorks and its service providers products, services and technologies, and the U.S. Export Administration Regulations, and the International Traffic in Arms Regulations).

(d) Disclaimer.

TO THE GREATEST EXTENT PERMITTED BY LAW, EXCEPT FOR THE EXPRESS LIMITED WARRANTY SET OUT IN SECTION 10(A) THE SOFTWARE IS LICENSED, THE MAINTENANCE AND SUPPORT SERVICES, ALL DOCUMENTATION AND OTHER MATERIALS AND SERVICES ARE PROVIDED TO CUSTOMER, "AS IS" AND THERE ARE NO WARRANTIES, REPRESENTATIONS OR CONDITIONS, EXPRESSED OR IMPLIED, WRITTEN OR ORAL, ARISING BY STATUTE, OPERATION OF LAW, COURSE OF DEALING, USAGE OF TRADE OR OTHERWISE, REGARDING THEM OR ANY OTHER PRODUCT, SERVICE OR MATERIAL PROVIDED HEREUNDER OR IN CONNECTION HERewith.

SMARTWORKS, ITS LICENSORS AND SUPPLIERS DISCLAIM ANY IMPLIED WARRANTIES OR CONDITIONS REGARDING THE SOFTWARE, THE DOCUMENTATION, THE PROFESSIONAL SERVICES, THE MAINTENANCE AND SUPPORT SERVICES, AND ANY OTHER PRODUCTS, SERVICES AND MATERIALS PROVIDED HEREUNDER OR IN CONNECTION HERewith, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABLE QUALITY, MERCHANTABILITY, DURABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT.

12. Intellectual Property Indemnity

(a) In the event that there is a third party claim against Customer alleging that Customer's use of the Software in accordance with this Agreement constitutes an infringement of a valid United States or Canadian patent, copyright, trade-mark or trade secret, SmartWorks shall, at its expense, defend Customer and pay any amounts finally awarded against Customer by a court of competent jurisdiction or agreed to in a settlement approved by

SmartWorks in advance, provided that: (i) Customer gives SmartWorks prompt written notice of any such claim and full opportunity to defend the same; (ii) Customer has not made any admissions or entered into settlement negotiations either prior to or after providing notice to SmartWorks of the applicable claim except with SmartWorks' prior written consent, (iii) SmartWorks has sole control of the defense of any claim or proceeding and all negotiations for its compromise or settlement; and (iv) Customer assists and provides information to SmartWorks throughout the action or proceeding.

(b) SmartWorks' liability for any claims under this Section 11 shall be reduced to the extent such claim arises from: (i) alterations or modifications to the Software by Customer or a third party in any manner whatsoever except with the prior written consent of SmartWorks; (ii) combination, integration or use of the Software with software, hardware or other materials other than the Required Hardware and Required Software where such claim would not have arisen but for such combination, integration or use; (iii) use of the Software other than in compliance with this Agreement; (v) compliance with the Customer's written instructions or specifications; or (vi) use of the Software after notice from SmartWorks that it should cease due to possible infringement.

(c) In the event that Customer's use of the Software is finally held to be infringing or SmartWorks deems that it may be held to be infringing, Customer agrees that SmartWorks shall have the right, in SmartWorks' sole discretion to: (1) procure for Customer the right to continue use of the Software; or (2) modify or replace the Software so that it becomes non-infringing.

(d) The foregoing states SmartWorks' entire liability, and Customer's exclusive remedy, with respect to any claims of infringement of any copyright, patent, trade-mark, trade secret or other intellectual property and property interest rights relating to the Software, or any part thereof or use thereof. The indemnity provisions of this Section 11 shall not apply to any Third Party Software.

13. Limitation of Liability.

(a) TO THE GREATEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL SMARTWORKS, ITS AFFILIATES AND EACH OF THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES AND SHAREHOLDERS, BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, PUNITIVE, OR SPECIAL DAMAGES, FOR LOST REVENUE OR LOSS OF PROFITS, LOSS OF BUSINESS, LOSS OF DATA, FAILURE TO REALIZE EXPECTED SAVINGS, OR COST OF SUBSTITUTE GOODS OR SERVICES) ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, WHETHER IN CONTRACT OR IN TORT (INCLUDING FUNDAMENTAL BREACH OR NEGLIGENCE) OR UNDER ANY OTHER LEGAL THEORY, EVEN IF IT HAS BEEN ADVISED OF THE LIKELIHOOD OF THE OCCURRENCE OF SUCH LOSS OR DAMAGE OR SUCH LOSS OR DAMAGE IS FORSEEABLE AND NOTWITHSTANDING ANY FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

(b) SMARTWORKS, ITS AFFILIATES, AND EACH OF THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES AND SHAREHOLDERS' ENTIRE LIABILITY AND CUSTOMER'S EXCLUSIVE REMEDY WITH RESPECT TO THE SOFTWARE, AND ANY OTHER PRODUCTS, MATERIALS OR SERVICES SUPPLIED BY SMARTWORKS IN CONNECTION WITH THIS AGREEMENT FOR DAMAGES FOR ANY CAUSE AND REGARDLESS OF THE CAUSE OF ACTION, WHETHER IN CONTRACT OR IN TORT, INCLUDING FUNDAMENTAL BREACH, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, SHALL NOT EXCEED IN THE AGGREGATE THE FOLLOWING: (I) WITH RESPECT TO THE SOFTWARE, AN AMOUNT THAT IS EQUAL TO THE SOFTWARE LICENSE FEES PAID BY CUSTOMER TO SMARTWORKS UNDER THIS AGREEMENT LESS A USAGE CHARGE BASED ON AN AMORTIZATION PERIOD OF FIVE YEARS; (II) WITH RESPECT TO THE MAINTENANCE AND SUPPORT SERVICES, AN AMOUNT THAT IS EQUAL TO MAINTENANCE AND SUPPORT FEES PAID TO SMARTWORKS BY CUSTOMER UNDER THIS AGREEMENT IN THE TWELVE MONTH PERIOD PRECEDING THE DATE OF THE CLAIM; AND (III) WITH RESPECT TO PROFESSIONAL SERVICES, AN AMOUNT THAT IS EQUAL TO THE PROFESSIONAL SERVICES FEES PAID TO SMARTWORKS BY CUSTOMER UNDER THE STATEMENT OF WORK GIVING RISE TO THE CLAIM.

(c) THE LIMITATIONS SET FORTH IN SECTION 13(B) SHALL NOT APPLY TO: (I) SMARTWORKS' OBLIGATION TO DEFEND OR INDEMNIFY CUSTOMER PURSUANT TO SECTION 12 (*INTELLECTUAL PROPERTY INDEMNITY*); (II) GROSS NEGLIGENCE, WILLFUL MISCONDUCT, OR FRAUDULENT CONDUCT; OR (III) DAMAGES ARISING FROM HARRIS' FAILURE TO COMPLY WITH ITS OBLIGATIONS TO MAINTAIN THE CONFIDENTIALITY OF CUSTOMER CONFIDENTIAL INFORMATION AS SET FORTH IN SECTION 10(B) (*CUSTOMER CONFIDENTIAL INFORMATION*).

14. Termination. This Agreement may be terminated as follows:

- (a) If either party is in material breach of any of its obligations or any provision under this Agreement, the other party must notify the breaching party in writing of such default (a “**Default Notice**”). Upon receipt of a Default Notice, the breaching party must correct the default within ninety (90) days, or issue a written notice of its own disputing the alleged default within thirty (30) days, of the date of receipt of a Default Notice. If the breaching party fails to correct the default within such ninety (90) day period, and did not issue a notice disputing the alleged default within such thirty (30) day period, the other party may terminate this Agreement upon written notice to breaching party to that effect
- (b) If Customer has failed to pay any of the Fees when due, then SmartWorks shall have the right to terminate this Agreement effective immediately upon written notice to that effect. If Customer has failed to pay any Maintenance and Support Fees when due, SmartWorks may, at its option, suspend Maintenance and Support Services until all outstanding Maintenance and Support Fees have been paid in full and/or exercise its right to terminate this Agreement in accordance with this section.
- (c) Notwithstanding any other provision of this Agreement, if the Customer breaches (i) any term of Section 4, Section 7, or any other Intellectual Property Right of SmartWorks; or (ii) its confidentiality obligations under Section 9, then SmartWorks shall have the right to terminate this Agreement effective immediately upon written notice to Customer to that effect.
- (d) Either party may terminate this Agreement effective immediately upon written notice to the other party if the other party: (i) becomes insolvent; (ii) becomes the subject of any proceeding under any bankruptcy, insolvency or liquidation law, whether domestic or foreign, and whether voluntary or involuntary, which is not resolved favourably to the subject party within ninety (90) days of commencement thereof; or (iii) becomes subject to property seizure under court order, court injunction or other court order which has a material adverse effect on its ability to perform hereunder.
- (e) Either party may terminate this Agreement on ten (10) days written notice if a Force Majeure Event (as defined in Section 16.(h)) continues for more than one hundred and twenty (120) days.

15. Effects of Termination.

Upon termination of this Agreement for any reason, all license rights granted to Customer under Section 4 shall cease and Customer must destroy all copies of the Software not otherwise removed by SmartWorks and shall return or destroy all copies of any Confidential Information of SmartWorks and certify same to SmartWorks. All warranties related to the Software shall automatically terminate upon termination of this Agreement. All outstanding Fees owed by Customer to SmartWorks associated with such termination shall be immediately due and payable. Except as otherwise expressly provided in this Agreement, termination of this Agreement shall be without prejudice to any other right or remedy to which either party may be entitled to in law or in equity.

16. General

- (a) Entire Agreement. This Agreement supersedes all prior representations, arrangements, negotiations, understandings and agreements between the parties, both written and oral, relating to the subject matter hereof and shall constitute the entire agreement between the parties hereto with respect to the matters covered herein. The terms of this Agreement may not be changed except by an amendment signed by the authorized representative of each party.
- (b) Equitable Relief. Customer acknowledges and agrees that it would be difficult to compute the monetary loss to SmartWorks arising from a breach or threatened breach of this Agreement and that, accordingly, SmartWorks will be entitled to specific performance, injunctive or other equitable relief in addition to, or instead of monetary damages in the event of a breach or threatened breach of this Agreement by Customer.
- (c) Governing Law. This Agreement shall be governed by the federal laws of the United States and the State laws of North Carolina, as applicable therein. This Agreement excludes that body of law applicable to choice of

law, the Uniform Commercial Code and the United Nations Convention on Contracts for the International Sale of Goods (UNCCISG), and any legislation implementing such Convention, if otherwise applicable. SmartWorks and Customer hereby waive, to the fullest extent permitted by applicable law, the right to trial by jury in any action, proceeding or counterclaim filed by any party, whether in contract, tort or otherwise, relating directly or indirectly to this Agreement or any acts or omissions of SmartWorks in connection with this Agreement.

(d) Waiver. No waiver, modification, extension, addendum or any other change of any provision of this Agreement shall be valid unless in writing and signed by the party against whom enforcement is sought. The waiver by either party of a breach or a default of any provision of this Agreement shall not be construed as a waiver of any succeeding breach of the same or any other provision, nor shall any delay or omission on the part of either party to enforce any provision of this Agreement be construed as a waiver of any right, power or privilege by such party.

(e) Allocation of Risk. Customer acknowledges that the limited warranties, disclaimers and limitations of liability contained in this Agreement are fundamental elements of the basis of bargain between Customer and SmartWorks and set forth an allocation of risk reflected in the fees and payments due hereunder.

(f) Survival. Notwithstanding the end of the Term or termination of this Agreement (each a **“Termination Event”**): (i) the obligations and liabilities of the parties incurred or accrued prior to or at any Termination Event and all rights and recourses of a party in respect of such obligations and liabilities shall survive such Termination Event; and (ii) those provisions of this Agreement that expressly survive any Termination Event shall continue as provided for..

(g) Mediation. Except where this Agreement explicitly states that this Section does not apply, the parties agree to submit any claim, controversy or dispute arising out of or relating to this Agreement or the relationship created by this Agreement to non-binding mediation before bringing a claim, controversy or dispute in a court or before any other tribunal. The mediation is to be conducted by either an individual mediator or a mediator appointed by mediation services mutually agreeable to the parties. Such mediator shall be knowledgeable in software system agreements. The mediation shall take place at a time and location which is also mutually agreeable; provided; however, in no event shall the mediation occur later than ninety (90) days after either party notifies the other of its desire to have a dispute be placed before a mediator. The costs and expenses of mediation, including compensation and expenses of the mediator (and except for the attorneys' fees incurred by either party), is to be shared by the parties equally. If the parties are unable to resolve the claim, controversy or dispute within ninety (90) days after the date either party provides the other notice of mediation, then either party may bring and initiate a legal proceeding to resolve the claim, controversy or dispute unless the time period is extended by a written agreement of the parties. Nothing in this Section shall inhibit a party's right to seek injunctive relief at any time.

(h) Force Majeure. No default, delay or failure to perform on the part of SmartWorks shall be considered a breach of this Agreement where such default, delay or failure is due to a force majeure or to circumstances beyond its control (**“Force Majeure Event”**). A Force Majeure Event includes, without limitation, strikes, riots, civil disturbances, actions or inactions concerning government authorities, epidemics, war, terrorist acts, embargoes, severe weather, fire, earthquakes, acts of God or the public enemy or default of a common carrier or other disasters or events.

(i) Notice. Any notice required or permitted to be given to any party to this Agreement shall be given in writing and shall be delivered personally, mailed by prepaid registered post or sent by facsimile to the appropriate address or facsimile number set out below. Any such notice shall be conclusively deemed to have been given and received on the day on which it is delivered or transmitted (or on the next succeeding business day if delivered or received by facsimile after 5:00 p.m. local time on the date of delivery or receipt, or if delivered or received by facsimile on a day other than a business day), if personally delivered or sent by facsimile or, if mailed, on the third business day following the date of mailing, and addressed,

in the case of SmartWorks, to:

SMARTWORKS
1 Antares Drive, Suite 400
Ottawa, Ontario K2E 8C4
Attention: EXECUTIVE VICE PRESIDENT
Telephone: 613-226-5511, Ext. 2149

With a copy to:

N. HARRIS COMPUTER CORPORATION
1 Antares Drive, Suite 400
Ottawa, Ontario K2E 8C4
Attention: General Counsel
Telephone: 613-226-5511, Ext. 2149
And in the case of Customer, to:

City Of High Point
211 South Hamilton Street
High Point, NC 27261

(j) Assignment. Customer may not assign any of its rights or duties under this Agreement without the prior written consent of SmartWorks. The Agreement shall inure to the benefit of and be binding upon the parties to this Agreement and their respective successors and permitted assigns.

(k) Counterparts. This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original and which shall together constitute one Agreement.

(l) U.S. Government Restricted Rights. The Software was (i) developed exclusively at private expense; (ii) is a trade secret of SmartWorks or its licensors for the purposes of the Freedom of Information Act; (iii) are "commercial computer software" subject to limited utilization (Restricted Rights); and (iv) including all copies of the Software, in all respects is and shall remain proprietary to SmartWorks or its licensors. Use, duplication or disclosure by the U.S. Government or any person or entity acting on its behalf is subject to restrictions for software developed exclusively at private expense as set forth in: (i) for the DoD, the Rights in Technical Data and Computer Software clause at DFARS 252.227-7013 and/or 252.227.7014 or any successor clause, and (ii) for all government agencies, the Commercial Computer Software – Restricted Rights clause at FAR 52.227-19 or any successor clause. The U.S. Government shall refrain from changing or removing any insignia or lettering from the Software or from producing copies of the Software and manuals (except one copy of the Software for backup purposes). Use of the Software shall be limited to the facility for which it was acquired. All other U.S. Government personnel using the Software are hereby on notice that use of the Software is subject to restrictions that are the same as, or similar to, those specified above. The manufacturer/owner is N. Harris Computer Corporation.

IN WITNESS WHEREOF, SmartWorks or its authorized reseller and the Customer have duly executed this Agreement to be effective on the Effective Date first written above.

N. Harris Computer Corporation

City of High Point

Signature

Signature

Name

Name

Title

Title

Date

Date

SCHEDULE "A"

Software, Maximum Meters, Maximum Channels, Fees

SOFTWARE:

SmartWorks Compass platform with the following modules;

- MeterSense MDMS
- KPI Dashboard
- Automated Move-in/Move-out
- Automated Disconnect/Reconnect
- Transformer Load Analysis
- Voltage Analysis
- Electric Line Loss

Meter Configuration & Storage:

Please refer to Schedule "C" - Statement of Work for meter counts, meter configuration and data storage

Fees:

<i>One-time Fee</i>	<i>Amount</i>
<i>License Fee:</i>	<i>\$349,478</i>
<i>(based on the number of Maximum Channels and Maximum Meters set out in the SOW)</i>	
<i>Implementation Fees for SmartWorks modules listed above</i>	<i>\$446,500</i>
<i>Annual Recurring Fees</i>	<i>Amount</i>
<i>Maintenance and Support Fee:</i>	<i>\$87,370</i>
<i>(based on the number of Maximum Channels and Maximum Meters set out in the SOW)</i>	

* All charges are exclusive of out of pocket expenses for services performed on site. Charges for actual and reasonable out-of-pocket expenses including, but not limited to, travel and lodging expenses will be billed monthly as incurred. All pricing is exclusive of applicable sales, use or similar taxes. Customer is responsible for any such taxes that may apply; if Customer is tax exempt, evidence of such tax exemption must be provided. Lapsed payments may lead to denial of access to the Maintenance and Support Service in accordance with Section 16(b)(ii) of the Agreement.

PAYMENT TERMS:

License Fees will be invoiced and due upon signing of the Agreement.

Professional Services Fees shall be due and payable in accordance with the milestones for payment (where applicable) as set forth in the applicable SOW.

Annual Maintenance and Support Fees are invoiced in advance of an upcoming annual term. Annual Maintenance and Support Fees shall be due and payable thirty (30) days from date of invoice.

PROFESSIONAL SERVICE(S) FEES:

Professional services may be provided on-site or via the telephone. Professional services work provided via telephone is billed at the rate of two hundred and forty-five dollars (\$245) per hour. Professional services work performed on-site does not include travel, lodging and per diem expenses. Professional services performed shall be billed at the then current SmartWorks professional services rates. Help line support and Maintenance and Support Services do not include training or other professional services.

Customer shall incur a seven-hundred fifty dollar (\$750) daily surcharge for any professional services provided on weekends or SmartWorks recognized holidays; plus the corresponding standard professional services fees and any applicable travel charges in accordance with the Statement of Work.

Professional services may include, but are not limited to, the following: software installation, configuration, data validation, system setup, system balancing, interface setup, interface testing, process training, application training and business requirements gathering.

Professional services fees, and any applicable travel and lodging expenses, will be invoiced as incurred and shall be due and payable thirty (30) days from the date of invoice.

PAYMENT MILESTONES:

Payment milestones are as set out in the applicable Statement of Work.

RESET OF TERM TO MATCH FISCAL YEAR:

Customer may request that SmartWorks match the annual invoicing of the Maintenance and Support Fees with Customer's fiscal year. In order for Customer to elect to match annual invoicing with their fiscal year, Customer must make said request to SmartWorks in writing and during the first year of the Term of this Agreement. If such election is made SmartWorks shall, a) issue a prorated invoice for any Maintenance and Support Fees due for the

portion of the year remaining in Customer's current fiscal year, b) extend the then current term to expire at the end of the Customer's subsequent fiscal year, c) issue an annual invoice thereafter on the annual anniversary date of Customer's fiscal year for any Maintenance and Support Fees due, and d) reset future annual terms to expire at the end of Customer's fiscal year. Annual Maintenance and Support Fees are invoiced in advance of an upcoming annual term. Annual Maintenance and Support Fees shall be due and payable thirty (30) days from date of invoice.

SCHEDULE "B"
MAINTENANCE AND SUPPORT SERVICES
(under separate cover)



City of High Point

Municipal Office Building
211 S. Hamilton Street
High Point, NC 27260

Master

File Number: 2023-390

File ID: 2023-390

Type: Miscellaneous Item

Status: To Be Introduced

Version: 1

Reference:

In Control: Finance Committee

File Created: 08/11/2023

File Name:

Final Action:

Title: Consideration of Procurement Services with E Source in the amount of \$144,960
City Council is requested to approve procurement services with E Source in the amount of \$144,960 to become the procurement service contractor for the installation process of electric meters and authorize the appropriate City Official(s) to execute all necessary documents.
(Recommended by Finance Committee)

Notes:

Sponsors:

Enactment Date:

Attachments: Procurement Services - E Source Meter Installation
Vendor

Enactment Number:

Contact Name:

Hearing Date:

Drafter Name: sandra.keeney@highpointnc.gov

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
---------------	--------------	-------	---------	----------	-----------	-----------------	---------

CITY OF HIGH POINT

AGENDA ITEM

TITLE: E Source Meter Installation Vendor (MIV) Procurement and Contract Negotiation	
FROM: Jeremy Coble – Customer Service Director	MEETING DATE: 8/21/23
PUBLIC HEARING: N/A	ADVERTISED DATE/BY: N/A
ATTACHMENTS: MIV Procurement	

PURPOSE: To utilize the experience and expertise of E Source to help the City of High Point successfully procure a meter installation vendor (MIV).

BACKGROUND: The City is currently engaged in the implementation of Advanced Metering Infrastructure (AMI) for its Electric and Water Utility services. This initiative involves the replacement of electric meters at approximately 40,000 customer locations. To ensure a seamless and accurate installation process, a Meter Installation Vendor (MIV) will be enlisted.

On March 21, 2022, the City Council approved a contract with E Source to provide assistance in executing this project. E Source boasts a wealth of experience in utility information technology, spanning two decades. Their expertise encompasses various aspects, including working with MIV vendors in conjunction with Tantalus AMI and Cayenta CIS, the city's existing utility billing system.

E Source serves a diverse clientele, ranging from small to large municipalities, and covers clients across North America, with a total of 20 million meters under their purview. As the foremost consultant and implementer in the AMI industry, E Source holds unparalleled experience in handling municipal AMI projects related to electric, water, and combined utility services. Their capabilities make them well-equipped to oversee and manage the MIV for the AMI project.

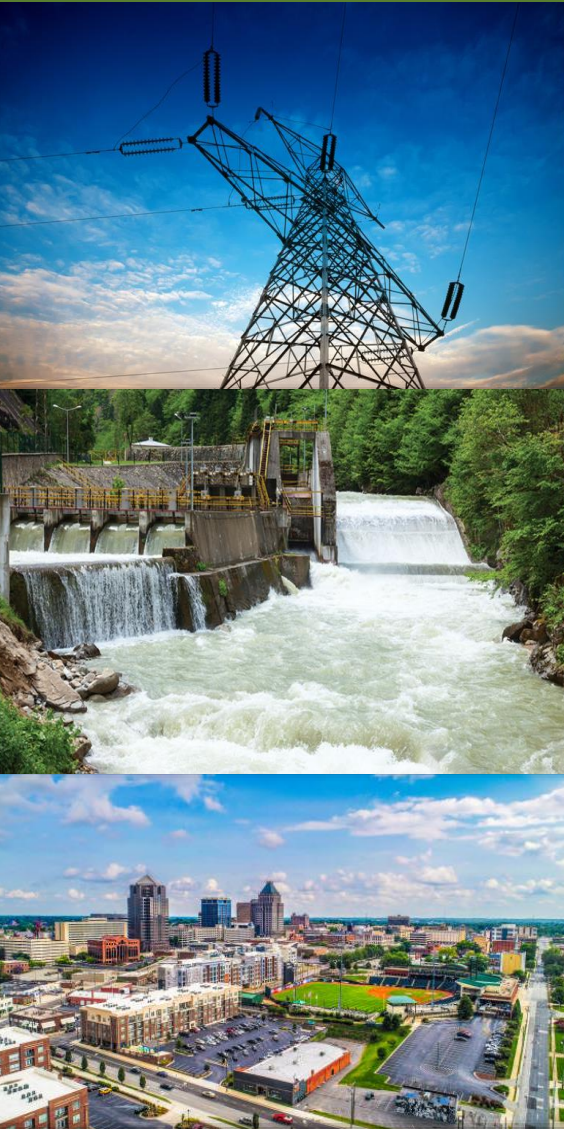
Benefits of E Source MIV procurement and management:

- Subject matter experts
- Defined technical requirements and specifications
- Project schedule and coordination with MIV and overall, AMI project



BUDGET IMPACT: Funding is available in Electric Capital Projects Fund.

RECOMMENDATION/ACTION REQUESTED: Staff recommend that E Source become our approved Procurement Services Contractor for \$144,960.00.



Proposal to



Amendment 2 - Meter Installation Vendor (MIV) Procurement and Contract Negotiation Services



June 22, 2023

Submitted by:

Kody Salem, Senior Vice President, Business Development
E Source Technology Planning and Implementation
kody_salem@esource.com | m: 615-375-6396

Table of Contents

Cover Letter

Project Team..... 1

Scope of Work 2

Task 2: Project Management (Supplementation to Existing Task)..... 2

Task 8 - MIV Procurement and Selection 2

 Subtask 8.1: Requirements and Procurement Strategy2

 Subtask 8.2: MIV RFP Draft.....3

 Subtask 8.3: MIV RFP Administration Support.....3

 Subtask 8.4: MIV RFP Response Evaluation Support.....3

Task 9: MIV Vendor Contract Negotiations 4

Proposed Project Schedule..... 6

Fee 7

Appendix I: Resumes 8



June 22, 2023

Mr. Jeremy Coble
Customer Service Director
City of High Point
211 South Hamilton Street
High Point, NC 27261
via email to Jeremy.Coble@highpointnc.gov

Re: E Source Proposal to High Point for Amendment 2 - Meter Installation Vendor (MIV) Procurement and Contract Negotiation Services

Dear Mr. Coble:

E Source Companies, LLC (E Source), the leading solver of challenges facing water, electric, and gas utilities and municipalities, is pleased to provide our proposal to the City of High Point ("City" or "High Point") for an amendment to our existing Advanced Metering Infrastructure (AMI) support contract to include Meter Installation Vendor (MIV) Procurement and Contract Negotiation Services.

E Source offers a broad portfolio of customer-first and technology-driven solutions to help utilities effectively manage the customer and infrastructure sides of their business reliably, efficiently, safely, and sustainably. The Technology Planning and Implementation (TPI) Consulting Division of E Source consists of former UtiliWorks Consulting and former Excerpt Corporation. This combination of the two leading firms in the utility operational technology consulting space offers significant innovation, expertise, and experience to our customers.

The guidance E Source offers helps our clients make data-driven decisions to strengthen their customer relationships, plan for tomorrow's infrastructure needs, and further their environmental sustainability goals while becoming more innovative and responsive in the rapidly evolving market.

E Source TPI staff provides a range of services—spanning from initial needs assessment and technology roadmaps to vendor requests for proposal (RFPs), all the way through to successful implementation and "go-live" of holistic and integrated systems. Our staff have implemented or integrated virtually every major utility information technology system in the past 20 years, including AMR/AMI, MDMS, EAM, CIS, GIS, MWFM/WMS, OMS, Customer Portal and Communications, Data Analytics, and many other utility operational technologies. We have provided program and vendor management services on dozens of projects and have worked with all major vendors. *We understand the entire utility "system of systems."*

E Source can help High Point navigate the meter installation vendor (MIV) procurement process, providing needed support services to help the City to make the best possible choice in an MIV. E Source has a wide range of subject matter experts (SMEs) who have helped define technical requirements and specifications and have created "Capabilities Workbooks" for vendors to fill out alongside their proposal submittal. These workbooks allow clients to itemize and prioritize specific functional criteria and evaluate vendor proposals on a granular level.

E Source will aid in the development of a comprehensive procurement package, as well as with solicitation of proposals, addressing vendor questions, preparation of and participation in pre-proposal and shortlist meetings, and technical and cost evaluation support. Additionally, utilizing our extensive experience with many MIV vendors and our knowledge of what similar utilities have spent and negotiated for products and services, enables us to negotiate the best pricing for our clients in implementing both of these contracts.

In summary, our **utility technology credentials** demonstrate an unmatched level of knowledge to successfully address the project scope. Our **proven delivery methodology** uses an integrated task approach that has led to 100% successful project outcomes and assures that all requested deliverables are thoroughly addressed. Our team of **focused experts**, with an average of 25+ years of experience, have not only successfully completed hundreds of assessments, studies, business cases, specifications, strategic roadmaps, and procurements, but have also gone on to implement these plans through our implementation and integration services; this has provided us with **invaluable insight** into the many different vendors, what works and what doesn't, what kind of solution would best serve your needs, and what the system should entail. We apply these lessons learned in implementation back into our front-end consulting to continually improve our value-added offering.

We appreciate the opportunity to submit our proposal and thank you in advance for your consideration of our capabilities. Should you have any questions or require additional information, please feel free to contact me at 615-375-6396 or via email at kody_salem@esource.com. We look forward to hearing from you in the coming weeks.

Sincerely,

A handwritten signature in black ink, reading "Kody M. Salem". The signature is fluid and cursive, with the first name "Kody" being more prominent and the last name "Salem" following in a similar style.

Kody Salem, Sr. Vice President, Business Development,
E Source TPI Division

Project Team

E Source's mission is to provide the right team of focused experts on each project we pursue—highly skilled senior consultants, comprised of experts in their fields who understand the unique drivers, responsibilities, and needs of our clients. To best deliver the scope of services presented herein, we have assembled a team of consulting experts with directly relevant experience needed for project success.

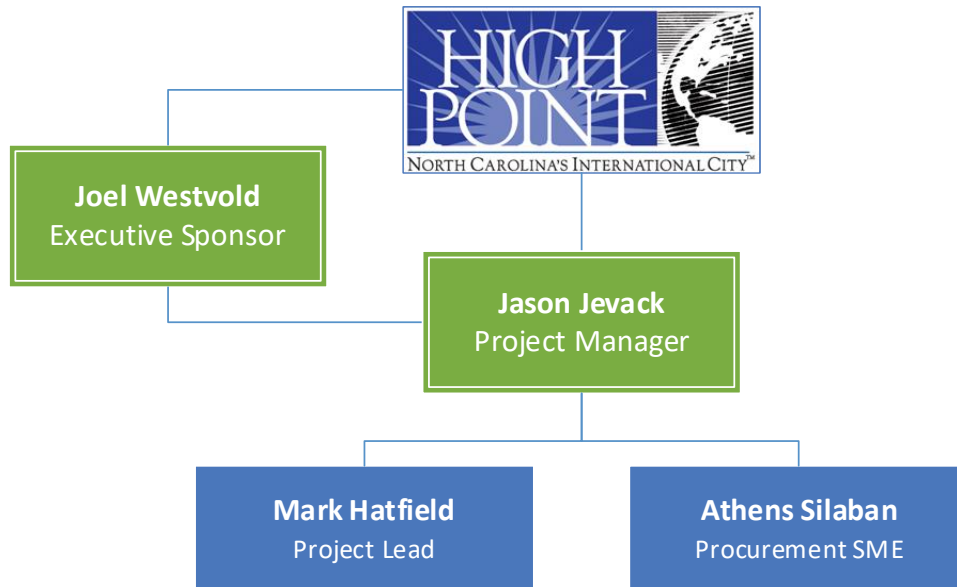


Figure 1. E Source has the Subject Matter Experts Needed for Project Success

In addition to the identified project team, E Source's bench of on-demand resources and support staff are available as needed. With our diverse pool of staff, the E Source team boasts superior technological and subject matter expertise. Our staff consists of engineers, data analysts, public relations specialists, project managers, financial experts, system integrators, former utility employees, and more.

Subject Matter Expertise

- Requirements Development
- Contract Negotiations
- Systems Procurement
- CIS Deployment
- Loss Recovery Programs
- Customer Engagement
- Cyber Security
- Web Portal Implementation
- Field Deployment/Installation
- Field Surveys
- Outage Management
- Prepay Implementation
- Remote Disconnect
- Revenue Assurance
- Comms Network Design
- Kiosk Implementation
- Customer Leak Detection
- MDMS Implementation
- Meter Configuration
- Distribution Leak Detection
- Organizational Transition
- Data Analytics
- VEE Configuration
- SCADA Systems
- Systems Engineering
- Testing /Training
- Theft Deterrent Programs
- Water Conservation

Subject Matter Experts

- Former Utility Directors
- AMI System Experts
- Data Analysts
- Field Engineers
- Project Managers
- Public Relations Specialists
- Senior Consultants
- MDM System Experts
- Systems Architects
- Systems Integrators
- Business Process Engineers
- Quality Control Specialists

Scope of Work

Task Numbers are a continuation from the current contract.

Task 2: Project Management (Supplementation to Existing Task)

E Source will provide structured project management to ensure that all project components are executed in a timely, organized fashion and completed to the project scope and expectations. Project management activities will include:

- Develop and maintain the project schedule in coordination with the overall AMI project schedule
- Work with all project participants to monitor progress and adjust the work plan as needed
- Schedule and facilitate regular project progress and other meetings
- Incorporate status on procurement and contract negotiations into overall AMI project status reports
- Track and report on project budget

Project timeliness, quality, and costs are measures of success and satisfaction. As such, the E Source delivery methodology employs a quality monitoring process whereby senior management within the firm will monitor all timeliness, quality, and project costs adherence to ensure success in all areas. The E Source project manager will also manage and maintain the Microsoft SharePoint website for collaboration including calendaring, contacts, document repositories, etc. Additionally, E Source will make use of web-based meeting applications for remote meetings, as necessary.

DELIVERABLES

- Input into the overall Project status reports
- Input into the overall Project schedule
- SharePoint management of related procurement and contract negotiation documentation

Task 8 - MIV Procurement and Selection

The E Source approach to procurement includes a comprehensive set of deliverables including vendor qualification criteria, RFP specifications, total cost comparisons for proposed solutions, and vendor negotiation strategies. Ultimately, these deliverables will facilitate High Point vendor selection based on technical and risk assessments, commercial/cost evaluation, and reference checks. They will also provide key materials for negotiations with the vendors, including contract Statement of Work, technical specifications, and service level agreements.

Our procurement strategy employs best practices that assure High Point of AMI installation services that meet requirements and deliver the highest value over the deployment period.

Subtask 8.1: Requirements and Procurement Strategy

E Source's approach to the procurement of installation services is predicated on the need to identify precise, detailed requirements. E Source has developed a detailed set of technical and business requirements tested through the many procurement efforts conducted previously. Our team will work with High Point to tailor those technical and business requirements necessary to fulfill High Point's needs.

In addition to the compilation of these requirements, our team will lead a procurement strategy review to inform the High Point team on the various elements that can, or should, be included in the RFP and the ways those elements can be procured. Our team will work with High Point to document this strategy for the release and solicitation of proposals. It will specify a number of factors, including:

- IT practices related to the installation contractors work management system,
- Controls related to staffing, quality assurance/control, data management, security, customer interaction, and project management
- RFP policies, administration, cost considerations, terms & conditions, vendor communications, and timeline
- Appendices, attachments, vendor response format, and evaluation methodology

Subtask 8.2: MIV RFP Draft

E Source will work with High Point to prepare the RFP with the intent to provide the MIV vendor community with the essential information required to prepare a robust response that is tailored to High Point's specific needs. E Source will incorporate the SOW into your standard RFP boilerplate and review with the High Point team (including representatives of purchasing and legal) to ensure that all requirements are accurately captured and communicated. It is anticipated that there will be several iterations for the RFP draft creation and the RFP draft review until we reach the point where the RFP is complete and acceptable for publication.

E Source will also compile a comprehensive list of potential proposers that would represent viable options to satisfy the goals and requirements of High Point.

Our team will also work with High Point to develop the approach and accompanying materials to be used by the evaluation committee to score and rank the respondents to the RFP.

Subtask 8.3: MIV RFP Administration Support

E Source will assist High Point with those tasks to be managed once the RFP is released including, as applicable, setting the agenda and participating in the pre-proposal meeting, participating in a service area field tour (as necessary), and receiving and responding to vendor questions in conjunction with High Point. E Source will work with you to prepare the evaluation team for vendor response review, evaluation, and scoring. We will also review our recommended shortlist interview strategy and approach and assist High Point in the necessary preparation activities.

Subtask 8.4: MIV RFP Response Evaluation Support

Prior to the receipt of responses, the E Source PM will work with High Point PM to organize and schedule the proposal review process. As the responses are received, E Source's team of SMEs immediately starts the evaluation process alongside the High Point-designated Evaluation Team. E Source will summarize key components of each proposal in matrices to allow for easy comparison of proposals across different areas of the solicitation. To aid in this comparison, E Source will provide you with a comprehensive, systematic note-taking methodology that will allow evaluators to document and compare any notes, questions, and concerns. This open nature of this evaluation process will provide clarity and understanding to all participants involved, as well as serve as a repository for any additional follow-up questions to vendors that may need to be addressed during this task.

E Source will also analyze each cost proposal. When lining up the cost proposals side-by-side, it is common to discover that each vendor quote differs in some fashion, making it difficult to perform an "apples-to-apples" comparison. We minimize this challenge with how we structure the RFP response requirements and our analytical approach to cost normalization.

E Source will work with High Point throughout the evaluation process to arrive at a shortlist of recommended candidates. We will work with your Evaluation Team to customize the shortlist meeting agenda and outline questions for each vendor interview. E Source will attend the shortlist interviews and

ensure that candidates answer questions comprehensively and to your satisfaction. E Source will also assist High Point with reference checks so that High Point may obtain useful feedback from the experiences of other electric and water utilities.

At the end of the evaluation process, we will work with High Point team to weigh the pros and cons of each shortlist candidate so that High Point can arrive at a final selection.

DELIVERABLES

- Meter Installation Requirements Workbook
- Publish ready Request for Proposal with final Requirements and Cost Workbooks
- Vendor Evaluation Workbook including evaluation criteria, scorecard, and evaluation material
- Draft responses to proposer questions
- Shortlist interview approach/agenda/oversight
- High-level proposal summary comparison matrix
- Requirements response comparison matrix
- Cost normalization
- Reference check questions
- Evaluation summary and results documentation

Task 9: MIV Vendor Contract Negotiations

Our vast vendor experience and knowledge of what similar utilities have spent and negotiated for products and services enables us to negotiate the best pricing for our clients. We will apply this experience and knowledge to negotiation of a MIV contract.

E Source will serve as technical advisor to High Point through contract and scope of work negotiations with the selected vendors, including service level agreements (SLAs), performance criteria, warranties, scheduling, and pricing. E Source personnel have negotiated contracts for dozens of clients and will use lessons learned to avoid pitfalls and leverage experience gained from actual implementations on how contract terms can assure successful implementations and protect our clients' interests. E Source will provide guidance to your project team in strategizing for contract negotiations and participate in key contract negotiation meetings and contract reviews.

Since the RFP and vendors' responses are detailed, contract negotiations for MIV AMI implementation typically focus on installation protocols, performance requirements, QA/QC oversight, and defect identification and corrective actions.

With adequate pre-negotiation planning and concentrated effort, all contract negotiations can be concluded efficiently, although review and approval will likely take additional time. During this interval, the detailed project procedures can be finalized, and implementation preparation can commence.

E Source will review the final contracts and ensure adherence with all previously developed criteria, requirements, and processes. We will also assist High Point staff in preparing presentations to management, including use case studies and other experience to help explain decisions and rationale. As part of this task, E Source will share lessons-learned in other similar negotiations and work diligently to develop a vendor contract that will achieve the desired outcomes.

ASSUMPTIONS

- High Point will be responsible for all terms and conditions outlined in the final agreement with both MIV vendor.
 - E Source will provide input on terms and conditions but will not provide legal review or opinion.
- The fee for this task assumes that the vendor contract negotiations task will not exceed the estimated level of effort assumed for the task of 120 hours. If the level of effort does exceed a total of 120 hours, E Source will work with High Point to develop a change order to supplement the level of effort.

DELIVERABLES

- Customized system/solution acceptance criteria for inclusion in the vendor(s) contract
- Vendor(s) scope(s) of work with firm pricing
- Presentation to management or governing body (1 trip for each vendor / 1 day allowance for each vendor)

Proposed Project Schedule

The following proposed project schedule is preliminary in nature and subject to change but represents a high-level overview of the general timeline of events in the proposed scope of work. The actual project schedule will be refined with the City's input during project initiation and planning to provide a greater level of detail. E Source is able to commence work immediately after execution of the contract.

ID	Task Name	Start	Finish	Duration	Q3 23		Q4 23		Q1 24			Q2 24		
					Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
1	Task 2 – Project Management	9/1/2023	5/23/2024	190d										
2	Task 8 – MIV Procurement and Selection	9/1/2023	3/28/2024	150d										
3	8.1: Requirements and Procurement Strategy	9/1/2023	9/28/2023	20d										
4	8.2: MIV RFP Draft	9/29/2023	12/21/2023	60d										
5	8.3: MIV RFP Administration Support	12/22/2023	2/15/2024	40d										
6	8.4: MIV RFP Response Evaluation Support	2/16/2024	3/28/2024	30d										
7	Task 9 – MIV Vendor Contract Negotiations	3/29/2024	5/23/2024	40d										

Figure 2. Project Schedule - E Source is Flexible and Will Seek the City's Input During Project Planning

Fee

The following proposed fee was calculated based on our experience with several similar projects and our interpretation of the level of effort desired by High Point. E Source can adjust the scope of work to provide more or less support to match the needs of the City.

Vendor Procurement, Selection and Negotiation			
Task ID	Task	Hours	Fee
Task 2	Project Management	132	\$ 34,188
Task 8.1 -	Requirements and Procurement Strategy	36	\$ 9,444
Task 8.2 -	RFP Draft	60	\$ 15,300
Task 8.3 -	RFP Administration Support	40	\$ 10,200
Task 8.4 -	Response Evaluation Support	172	\$ 44,508
Task 9	MIV Vendor Contract Negotiations	120	\$ 31,320
Total		560	\$ 144,960

Travel expenses are expected to be approximately \$12,000 but not included in the table above and will be submitted for reimbursement on an actual and reasonable basis, and will be invoiced monthly, at cost. E Source will seek to minimize expenses through the use of teleconferences when possible.

Assumptions

- E Source's fee to implement this Scope of Work is based on the timely start and timely completion of each proposed task as outlined in the proposed schedule provided. If the duration for any proposed task exceeds the duration outlined in the proposed schedule, E Source may need to develop a change order in accordance with the additional services required to complete the task(s).

Appendix I: Resumes

This attachment contains resumes for the following proposed key personnel:

- Joel Westvold, Executive Sponsor
- Jason Jevack, Project Manager
- Mark Hatfield, Procurement Lead
- Athens Silaban, Procurement SME



Joel Westvold, PMP

Executive Sponsor

Joel, a PMP-certified project manager, brings a unique perspective to addressing Smart Utility issues based on his experience in implementing programs at utilities and providing technology solutions to utility customers to meet their Smart metering needs. With 35 years of experience, Joel has served in a senior management capacity for a large electric utility and as management executive with a technology solutions provider to the utility industry. While working for Portland General Electric, Joel led a team that implemented an award-winning AMI project that involved the installation of over 800,000 electric meters, the network to communicate with the meters and integration of the technology with utility systems to gain the most financial benefit and efficiency possible. Joel has led teams of Engagement Directors and Project Managers in the delivery of 100+ Smart Meter projects, including an area of focus on several large projects of over 1M meters/endpoints. He brings expert skills in project management, engineering, people management, and communications at all organization levels.

Joel leverages his core strength in system implementation and integration in support of the firm's complex implementation and other larger projects, serving as Project Sponsor on numerous AMI projects, including for the Cities of Palo Alto and Oceanside, and for the Marin Water District and Halton Region, among others.

Relevant Experience and Background

- Examining business and technical issues related to migrating from existing systems to smart meter solutions
- Providing direct project and program management services for key strategic and large projects—from business case and vendor selection, through contract negotiation and deployment (including field services and testing)
- Successfully delivering complex, multidimensional projects for utility Smart Meter & Grid Modernization
- Managing or supporting more than 60+ AMI projects; including 25+ full implementations in the past 10 years
- Developing roadmaps, strategies, implementation plans, and business cases
- Overseeing organizational change and business process transformation activities

Representative Client Projects

- **City of Ukiah, CA** (Program Manager for CIS implementation)
- **Silicon Valley Power, CA** (Project Manager for AMI systems integration, MIV vendor selection, deployment, OCM and business process transformation)
- **Greenville Electric Utility System, TX** (Project Manager for AMI systems integration, analytics, meter installation and deployment)
- **Seattle City Light, WA** (AMI deployment of 400K electric meters)
- **Contra Costa Water District, CA** (Project Manager for AMI technology evaluation and strategy development)
- **Portland General Electric, OR** (AMI Day 2 analysis and DMS elements)
- **Halifax Water, NS** (Program Manager for AMI systems integration, analytics, meter installation and deployment, organizational change management, business process, and vendor management activities)
- **Huntsville Utilities, AL** (Program Manager for electric, gas, & water AMI deployment, procurement, vendor selection, system integration, business process, and organizational change management)
- **Valley Water, CA** (Managed IT Strategic Plan development)
- **Merced Irrigation District, CA** (Program Manager for AMI, CIS, and MDMS procurement & deployment)
- **City of Chandler, AZ** (Managed AMI water business case development)

Education and Certifications

Executive MBA

University of Washington, Seattle

BS, Chemical Engineering

Oregon State University

Certified Project Management

Professional, Nationwide

Six Sigma and other Professional

Development/Quality courses

Years' Experience: Total 37 w/ E Source 8

Previous Experience

Senior Director, Customer Engagement

Sensus USA (2010 – 2015)

AMI Director/Ethics & Compliance Manager/Various Nuclear Management

Positions, Portland General Electric
(1989 – 2010)

Associate Engineer, Nuclear

Sacramento Municipal Utility District
(1986 – 1989)

Specializations

- Program and Project Management
- Smart Metering/Grid Modernization Programs
- Management Consulting
- Utility Data Analytics
- System Integration & Implementation

Presentations & Publications

- "AMI Day 2," *Energy Central*, 12/2022
- "Santa Ana Remote Disconnect Project," Sensus Reach, 2022
- "Successful Utility Project Management – The Art and Science," Co-instructor, DistribuTECH 2018 and 2019
- "Smart Metering 101 and Advanced Smart Metering," Co-instructor, EUCI March 2018
- "Overcoming Challenges in AMI at Silicon Valley Power," Co-presenter, DistribuTECH 2016



Jason Jevack

Project Manager

Jason Jevack is a Project Manager with E Source. He brings 25 years of program and project management, information systems development and application integration experience for a variety of industries including banking and education. His background includes 12 years of utility industry experience delivering technology and data solutions for operations, corporate communications, and regulatory affairs. In that role, he planned and executed on a wide range of projects including customer-facing websites and payment portals, intranets and web-based business process support tools, and content management systems.

Jason started his career as a systems analyst and web application developer, providing him valuable hands-on experience. He is a proven leader, having managed dozens of project scopes, schedules, budgets, and deliverables to drive projects to completion with favorable outcomes.

Relevant Experience and Background

- Providing project management support for utility industry technical projects improving utility business processes
- Formulating and implementing strategic plans, identifying and managing operational risk, and executing solutions to meet business objectives for the business and our clients
- Planning and executing gas utility and electric utility technology programs
- Overseeing development of implementation roadmaps and staffing plans that support the deployment and adoption of utility technology systems
- Leading and supporting contract and scope negotiations between utility clients and vendors

Representative Client Projects

- **City of San Jose, CA** (AMI Business Case Study Evaluation and RFP development)
- **North Perth, ON** (Project Manager, AMI Procurement)
- **Brownsville Public Utilities Board, TX** (Project Manager, AMI vendor contract negotiations and system implementation)
- **City of Galveston, TX** (Project Manager, AMI Implementation)
- **City of Port St. Lucie, FL** (Project Manager, AMI Assessment)
- **City of Tampa, FL** (Project Manager, AMI Procurement and Implementation)
- **City of Victorville, CA** (Project Manager, AMI, customer engagement portal, and meter installation vendor procurement & AMI and CEP implementation)

Education and Certifications

BBA, Psychology,
The Ohio State University

BS, Computer Science,
DeVry University

ITIL Foundation in IT Service Management, CSME

Years' Experience: Total 25; w/ E Source 2

Previous Experience

NiSource, Inc.
Director of Performance Support
Webmaster (2009 – 2021)

IBACOS, Inc.
Web Services Manager (2007 – 2009)

Robert Morris University
Senior Analyst and Web Application Developer (2004 – 2007)

Specializations

- Program and Project Management
- Data and Core System Integration and Deployment
- Business Cases and Feasibility Studies
- Utility Customer Engagement
- System Procurement, Selection, and Vendor Negotiations
- Business Process Design, Business Planning, End-user System Testing and Process Training



Mark Hatfield

Procurement Lead

Mark brings 28 years of smart grid, AMI, MDM, field automation, mobile workforce management (MWM), OMS, enterprise asset management (EAM) and geospatial systems experience for electric, water, and gas utility operations. His skills include project management, strategic visioning, business process modeling, requirements definition, business case development, vendor selection, integration and implementation planning, system configuration, deployment strategies, and project audits. Mark assists vendors in evaluating product roadmaps, project implementation methodologies, and baselining current functionality.

Education and Certifications

MA, Geography, University of Illinois

BS, Geography, U.S. Air Force Academy

Years' Experience: Total 28; w/ E Source 11

Previous Experience

Black & Veatch (Enspira Solutions)
Principal Consultant on AMI, MDMS, GIS, MWM, WMS (2006 – 2012)

KEMA
Executive Consultant for MWM Services (2002 – 2006)

SCHLUMBERGER SEMA (Convergent Group Corporation)
Principal Consultant & Technical Lead for MWM Systems (1995 – 2002)

U.S. AIR FORCE
Chief, Multispectral Imagery Exploitation Division – Air Force Space Command (1985 – 1995)

Publications/Presentations

- "AMI for Water Utilities," EUCI, January 2023 and August 2022
- "Staffing for Successful Technology Projects," ElectriCities Connection Summit, February 2019
- "Smart Metering Course," EUCI, March 2018
- "Grid Modernization Panel Discussion," ElectriCities Annual Conference, 2017
- "IT's Role in Distributed Energy Resource Planning," APPA Business & Financial Conference, 2016

Relevant Experience and Background

- Developing Strategic Roadmaps for electric, gas, and water utilities
- Assembling and leading multi-disciplinary teams to produce high quality results on time and within budget
- Providing expert guidance on Smart Cities/Internet of Things (IoT)
- Developing business cases and feasibility studies
- Supporting AMI/MDMS/MWM/CWP/OMS procurement efforts, requirements definition, and contract and scope negotiations between utility clients, vendors, and system integrators
- Performing business process re-engineering and modeling, business planning, organizational assessments

Representative Client Projects

- **CORE** (Project Manager, CIS/ERP deployment)
- **Garland Power & Light, TX** (Lead, AMI/MDMS, CEP/MIV procurement)
- **Santa Barbara, CA** (Project Manager, AMI Implementation)
- **Tacoma Public Utilities, WA** (Executive Consultant, AMI/MDM/CWP and SAP Integration)
- **City of Newport News, VA** (Executive Consultant, Business Case & Smart City Feasibility Study)
- **City of Loveland Water & Power, CO** (Project Lead, organizational assessment; MDMS vendor selection)
- **Huntsville Utilities, AL** (Executive Consultant, AMI/ MDMS project development; overall AMI vision, phased implementation schedule, business case, vendor selection)
- **Kissimmee Utility Authority, FL** (Project Lead AMI/MDMS/CWP Vendor Procurement/Selection)
- **Fayetteville Public Works Commission, NC** (Lead, Analytics Roadmap & Data Governance)
- **Valley Water, CA; Chelan Public Utility District, WA; ElectriCities of North Carolina, NC** (Project Lead, IT strategic plan)
- **ConEd, NY** (Executive Consultant, MDMS vendor selection for electric/gas AMI project)
- **Fort Collins Utilities, CO** (Executive Consultant/Systems Architect for AMI/MDMS/CWP/DR acquisition and deployment including integration with CIS; business processes development. For EAM project, developed Maximo Asset Management project execution plan; assisted with rollout; responsible for overall business processes and integrity of new processes with legacy system processes)
- **Southern California Gas, CA** (System Design Lead, MWM functional requirements, integration use cases, hardware / software component architecture)
- **Sempra Energy, CA** (Advisor for technology strategy review, RFP development & evaluation for multi-workstream implementation of GIS, Mobile GIS, MWM, WMS)



Athens Silaban

Procurement SME

Athens Silaban brings 10 years of utility technology and advanced metering infrastructure experience. He has been involved in multiple technology implementation planning and deployment engagements in which he provided cost management, cost forecasting, change management, cost communications, cost/benefit analysis, reporting, grant writing, feasibility studies, RFP development, RFP responses evaluations, system integration support, system testing support, ad hoc studies/research, and project management services. Athens' data interpretation and analytics skills are particularly beneficial in E Source's engineering studies, data/process audits, financial modeling, and business process re-engineering/transformation efforts.

Relevant Experience and Background

- Providing project management and project management support for utility AMI deployment projects, including cash flow management
- Conducting data collection, interpretation, and optimization as well as data utilization quality assurance
- Developing requirements for and evaluating responses to AMI and MDMS request for proposal (RFP) documents and technology procurement efforts
- Supporting complex technology implementation projects involving network infrastructure, software, data management, data analytics, system integration testing, and equipment deployment
- Developing business case/cost benefit analyses

Representative Client Projects

- **Alameda County Water District, Alameda Municipal Power, and City of Buena Park, CA** (AMI Business Case and Feasibility Study)
- **Gainesville Regional Utilities, FL, and Chelan County PUD, WA** (AMI Assessment, Business Case & Procurement SME)
- **Roseville Electric Utility and Las Virgenes Municipal Water District, CA** (AMI Procurement)
- **San Jose Municipal Water District, CA** (AMI Business Case and Feasibility Study)
- **City of Port St. Lucie, FL** (AMI Assessment SME)
- **Fauquier County Water & Sanitation Authority, VA** (AMI Use Case SME)
- **Bermuda Electric Light & Co** (AMI Business Case, Pilot Deployment Project Management, and Radio Frequency Impact Study)
- **Cities of Arlington and Galena, TX** (Grant Writing)
- **Austin Water, TX** (Water Meter Audit)
- **Orangeburg Department of Public Utilities, SC, and City of Opelousas, LA** (AMI Deployment and Data Management SME)
- **Marin Municipal Water District, CA** (AMI Assessment and Business Case SME)
- **St. Bernard Parish, LA** (Water Rate Study)
- **Anchorage Municipal Light & Power, AK, and Fort Worth Water Dept., TX** (AMI Business Case)
- **Winston-Salem Forsyth County, NC** (AMI Business Case, Feasibility Study, Procurement, & Deployment Program Management support)
- **Oshawa Public Utilities Commission, ON** (AMI Business Case and Roadmap Development)
- **City of Killeen, TX** (AMI Feasibility Study, Business Case, and Grant Writing support)
- **Anne Arundel County, MD, and Charlotte Water, NC** (AMI procurement SME)
- **Pasco County, FL** (Insight™ Survey Program)

Education and Certifications

MS, Chemical & Environmental Engineering

Louisiana State University

BS, Chemical Engineering
Universitas Gadjah Mada (Indonesia)

Certified Engineer-in-Training
Fundamentals of Engineering – Chemical
National Council of Examiners for
Engineering and Surveying (NCEES)

Member, Louisiana Engineering Society

Years' Experience: Total 10; w/ E Source 10

Specializations

- Business Cases & Feasibility Studies
- Financial Modeling
- Data Management
- Data Collection and Interpretation
- AMI Procurement
- Grant Writing
- Project Management
- SharePoint Administration
- AMI Deployment Field Inspection SME
- AMI Use Case Identification & Prioritization

Publications

- "Powering Renewable Programs: The Utility Perspective," Open Journal of Energy Efficiency, December 2016



City of High Point

Municipal Office Building
211 S. Hamilton Street
High Point, NC 27260

Master

File Number: 2023-396

File ID: 2023-396

Type: Miscellaneous Item

Status: To Be Introduced

Version: 1

Reference:

In Control: Finance Committee

File Created: 08/11/2023

File Name:

Final Action:

Title: Consideration to Select Atrium Health Wake Forest Baptist for Expanded Clinic Services in the estimated amount of \$322,977
City Council is requested to approve the selection of Atrium Health Wake Forest Baptist as the clinic service provider in the estimated amount of \$322,977 and authorize the appropriate City Official(s) to execute all necessary documents. (Recommended by Finance Committee)

Notes:

Sponsors:

Enactment Date:

Attachments: Atrium Health Wake Forest Baptist - Onsite Health
Clinic Expansion Services

Enactment Number:

Contact Name:

Hearing Date:

Drafter Name: sandra.keeney@highpointnc.gov

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
---------------	--------------	-------	---------	----------	-----------	-----------------	---------

CITY OF HIGH POINT

AGENDA ITEM



TITLE: Expansion of Service for the Onsite Health Clinic	
FROM: Angela Kirkwood, Director of Human Resources	MEETING DATE: August 21, 2023
PUBLIC HEARING: N/A	ADVERTISED DATE/BY: Purchasing
ATTACHMENTS: Atrium Proposal	

PURPOSE: The Human Resources Department is responsible for the operation of the onsite Employee Health Clinic. Expanding the offerings of the Employee Health Clinic to include primary and acute care services will provide convenient access to care with a goal to improve the wellbeing of the workforce.

BACKGROUND: This proposal will establish a program to expand the services offered at the clinic for employees allowing direct access to healthcare at work. It is a model that has been proven with other public and private sector employers to create a return on investment by improving care delivery, improving health, and reducing healthcare claim costs by moving away from the traditional “fee-for-service” model existing currently in the industry. The expanded model is financially beneficial for the city and our employees.

The current occupational clinic staff provide care for onsite occupational injuries, and triage first-aid care.

The proposal includes the opportunity for the registered nurse to assume occupational medicine services at no increase in cost over the proposal submitted.

In addition to the current services, the City will also be able to provide primary and sick visits; point of care testing and lab draws; chronic care management and health education, care navigation and coordination, basic over the counter medications, customized wellness website, mobile mammograms, and enhanced wellness program options i.e., health risk assessments, health coaching and biometric screenings.

Major employee benefits include reduced out-of-work time; reduced out-of-pocket medical co-pay expenses, reduced transportation expenses, and encourages employees to become more engaged in their health.

BUDGET IMPACT: Funds are included in the Adopted Budget to cover this service. The estimated costs for these services are \$322,977.

RECOMMENDATION/ACTION REQUESTED: Staff recommends City Council approve the selection of Atrium Health Wake Forest Baptist (AHWFB) as the clinic service provider and authorize the appropriate City representative to execute all necessary documents.



To: Tasha Logan Ford, City Manager

From: Angela Kirkwood, Director of Human Resources

Date: August 17, 2023

Subject: Recommendation for Expansion of Services for the Onsite Employee Health Clinic PY 2024

The Human Resources Department staff with the assistance of Financial Services, Purchasing Division staff, solicited proposals from healthcare agencies to expand the scope of services at our onsite Employee Health Clinic to include primary and acute care services.

The Request for Proposal (RFP) was sent to 6 healthcare providers on June 16, 2023, including local and regional agencies that provide employer onsite healthcare clinics. In addition, we made our proposal available on the City's website. Proposals were due by July 20, 2023, and were made by the following agencies:

Atrium Health	Winston-Salem, NC
Care ATC	Tulsa, OK
Concentra	Addison, TX
Marathon	Indianapolis, IN
Proactive	Simpsonville, SC
Synergy	Denver, NC

Proposals were submitted and the committee used the following evaluation criteria: Experience in providing this type of service for this size contract (30%); Demonstrated ability to meet commitments requested in the RFP (20%); Qualifications of staff to be assigned to this project (20%); Specific plans and methodology for providing proposed services (20%); Price (10%); a Financial stability statement (pass/fail), and include 3 references (not scored).

The evaluation committee was comprised of Fire Chief, Tommy Reid, Deputy Fire Chief, Brian Evans, Assistant Police Chief, Curtis Cheeks, Assistant Public Services Director, Melinda King, Budget Director, Stephen Hawryluk, Assistant HR Director, Scherrie Lowery and myself.

The agencies are ranked below in order based on year one costs for services:

<u>Agency Name</u>	<u>FY2024</u>
Synergy	\$305,780
Atrium Health	\$322,977
Concentra	\$432,620
Marathon	\$506,087
Proactive	\$630,000
Care ATC	\$666,679

Overall, the evaluation committee ranked Atrium Health first due to their experience with clients our size, the experience of their assigned personnel, their local established presence, their ability to assume Fire & Police physicals in the future and meeting the overall needs of the city to improve the health and well-being of our employees.

The Human Resources Department recommends that the City Council award the contract for expanded clinic services to Atrium Health in the amount of \$322,977.00.



City of High Point

Municipal Office Building
211 S. Hamilton Street
High Point, NC 27260

Master

File Number: 2023-400

File ID: 2023-400

Type: Miscellaneous Item

Status: To Be Introduced

Version: 1

Reference:

In Control: Finance Committee

File Created: 08/14/2023

File Name:

Final Action:

Title: Consideration of a Purchase of a 2024 Pierce Saber Pumper from Atlantic Emergency Solutions in the amount of \$919,593
City Council is requested to approve the purchase of a 2024 Pierce Saber Pumper from Atlantic Emergency Solutions in the amount of \$919,593 and authorize the appropriate City Official(s) to execute all necessary documents. (Recommended by Finance Committee)

Notes:

Sponsors:

Enactment Date:

Attachments: Pierce Saber Pumper - Atlantic Emergency Solutions

Enactment Number:

Contact Name:

Hearing Date:

Drafter Name: sandra.keeney@highpointnc.gov

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
---------------	--------------	-------	---------	----------	-----------	-----------------	---------

CITY OF HIGH POINT

AGENDA ITEM



TITLE: Contract for Purchase of Pierce Fire Apparatus	
FROM: Thomas Reid, Fire Chief	MEETING DATE: August 21, 2023
PUBLIC HEARING: N/A	ADVERTISED DATE/BY: N/A
ATTACHMENTS: HGAC Contract	

PURPOSE:

High Point Fire Department replacement of a 2008 Pierce Arrow XT Pumper.

BACKGROUND:

In accordance with National Fire Protection Association (NFPA) 1901, Standard Automotive Fire Apparatus, the City of High Point adopted a 15-year Fleet Replacement Plan for fire apparatus.

The Fire Department is currently using one (1) 2008 Pierce Arrow XT Pumper as front-line apparatus. This apparatus has well over 134,000 road miles and 11,000 pump/engine hours that is used daily for emergency response throughout the city and contracted service agreement areas.

The 2008 Pierce Arrow XT Pumper will be replaced with a 2024 Pierce Saber and has a purchase price of \$919,593.00. Upon delivery of the new pumper, the 2008 Pierce Arrow XT Pumper will be transferred to reserve status.

BUDGET IMPACT:

Funding is available in the 2023-24 budget appropriated by City Council.

RECOMMENDATION/ACTION REQUESTED:

Using the Houston-Galveston Area Council (HGAC) cooperative contract, the High Point Fire Department requests Council's approval for the purchase of a 2024 Pierce Saber Pumper from Atlantic Emergency Solutions in the amount of \$919,593.00 and that the appropriate City official and/or employee be authorized to execute all necessary documents. Once the receipt of purchase order, the expected delivery could range from 12-14 months.

CITY OF HIGH POINT AGENDA ITEM





**FORMAL BID RECOMMENDATION
REQUEST FOR COUNCIL APPROVAL**

DEPARTMENT: **Fire Department**

COUNCIL AGENDA DATE: **August 21, 2023**

BID NO.: **HGAC** CONTRACT NO.: **FS12-19vc06** DATE OPENED: **N/A**

DESCRIPTION:

2024 Pierce Saber Pumper

PURPOSE:

High Point Fire Department has a 2008 Pierce Arrow XT Pumper that is in need of replacement due to increased maintenance concerns. This apparatus combined have well over 134,000 road miles and 11,000 pump/engine hours.

COMMENTS:

The 2008 Pierce Arrow XT Pumper will be replaced with a 2024 Pierce Saber Pumper and has a purchase price of \$919,593.00.

RECOMMEND AWARD TO: **Atlantic Emergency Solutions** AMOUNT: **\$919,593.00**

JUSTIFICATION:

The Fire Department is currently using one (1) 2008 Pierce Arrow XT Pumper as a front line apparatus. This apparatus has well over 140,000 road miles and 15,000 pump/engine hours that is used daily for emergency response throughout the City.

ACCOUNTING UNIT	ACCOUNT	ACTIVITY	CATEGORY	BUDGETED AMOUNT
101352	533101			\$919,593.00
TOTAL BUDGETED AMOUNT				

DEPARTMENT HEAD: **Thomas Reid** Digitally signed by Thomas Reid
DN: cn=Thomas Reid, o=City of High Point, ou=High Point
Fire Department, email=thomas.reid@highpointnc.gov, c=US
Date: 2023.08.09 16:16:26 -0400 DATE: **August 9, 2023**

The Purchasing Division concurs with recommendation submitted by the [] and recommends award to the lowest responsible, responsive bidder [] in the amount of \$ [].

PURCHASING MANAGER: **Candy E. Harmon** Digitally signed by Candy E. Harmon
Date: 2023.08.09 16:49:49 -0400 DATE: **8/9/2023**

Approved for Submission to Council
FINANCIAL SERVICES DIRECTOR: **Bobby Fitzjohn** Digitally signed by Bobby Fitzjohn
Date: 2023.08.09 16:57:08 -0400 DATE: **8/9/2023**

CITY MANAGER: [] DATE: []

	CONTRACT PRICING WORKSHEET For MOTOR VEHICLES Only	Contract No.:	FS12-19 May 2023	Date Prepared:	07/27/23
<i>This Worksheet is prepared by Contractor and given to End User. If a PO is issued, both documents <u>MUST</u> be faxed to H-GAC @ 713-993-4548. Therefore please type or print legibly.</i>					
Buying Agency:	City of High Point	Contractor:	Atlantic Emergency Solutions		
Contact Person:	Chief Thomas Reid	Prepared By:	Jack Jackson		
Phone:	336-883-3358	Phone:	757-234-7424		
Fax:		Fax:			
Email:	thomas.Reid@highpointnc.gov	Email:	jjackson@atlanticemergency.com		
Product Code:	FS19vc06	Description:	Pierce Saber, Four door, Full Tilt, Aluminum Cab, Aluminum Body, Single Axle, 1250 GPM Pump, Mid Mounted Pumper		
A. Product Item Base Unit Price Per Contractor's H-GAC Contract:					\$625,312.00
B. Published Options - Itemize below - Attach additional sheet(s) if necessary - Include Option Code in description if applicable. (Note: Published Options are options which were submitted and priced in Contractor's bid.)					
Description	Cost	Description	Cost		
			Subtotal From Additional Sheet(s):	\$264,080.00	
			Subtotal B:	\$264,080.00	
C. Unpublished Options - Itemize below / attach additional sheet(s) if necessary					
Description	Cost	Description	Cost		
			Subtotal From Additional Sheet(s):	\$28,201.00	

				Subtotal C:		\$28,201.00	
Check: Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B).				For this transaction the percentage is:		3.17%	
D. Total Cost Before Any Applicable Trade-In / Other Allowances / Discounts (A+B+C)							
Quantity Ordered:		1	X Subtotal of A + B + C:		917593	=	
					Subtotal D:	\$917,593.00	
E. H-GAC Order Processing Charge (Amount Per Current Policy)						Subtotal E:	\$2,000.00
F. Trade-Ins / Other Allowances / Special Discounts / Freight / Installation							
Description		Cost	Description		Cost		
Chassis Pre-Payment Discount							
100% Pre-Payment Discount							
Trade-in Allowance					Subtotal F:	\$0.00	
Delivery Date:			Dec-24		G. Total Purchase Price (D+E+F):		
					\$919,593.00		

Pulse			Published	Unpublished
Number	Qty	Description	Options	Options
102	1	Add Frame Liner Custom	\$2,788.00	
106	1	upgrade to 27,000# rear axle	\$6,719.00	
127	1	Mud Flaps	\$840.00	
128	1	Wheel Chocks and Mounts	\$1,552.00	
109	1	TAK-4 Suspension	\$21,761.00	
129	1	Disc Brakes Front	\$2,969.00	
134	1	Air inlet-outlet	\$967.00	
135	1	Additional Air Tanks	\$516.00	
136	1	12 or 120 volt air compressor	\$2,480.00	
151	1	Aggressive Down shift	\$191.00	
159	1	Add Extended Bumper	\$3,122.00	
161	1	Bumper tray with cover	\$1,294.00	
170	1	Raised roof, custom cab	\$3,207.00	
173	1	Stainless Door Jamb Scuffplates	\$964.00	
174	1	Mounting plate on engine tunnel	\$674.00	
179	1	Safety System	\$13,726.00	
180	1	Driver Safety Seat	\$1,406.00	
181	4	SCBA Safety Seat	\$7,036.00	
186	1	EMS Compartment in Cab	\$4,282.00	
188	4	Upgrade SCBA Bracket to Hands Free	\$4,100.00	
208	11	Spare 12 volt power (each)	\$2,673.00	
240	1	Kusssmaul Charger	\$2,478.00	
245	1	Auto-eject 20 amp	\$733.00	
253	1	LED cab lighting	\$1,300.00	
254	1	LED body perimeter additional	\$2,913.00	
255	1	LED Headlights	\$3,289.00	
256	6	12 volt LED Scene - A	\$10,494.00	
266	1	Tail lighting LED Upgrade	\$2,240.00	
272	1	Flush back body option	\$1,638.00	
276	1	Hose Bed Cover, Vinyl	\$1,145.00	
278	3	Additional Hosebed Divider	\$2,175.00	
279	1	NY Hose Bed	\$4,759.00	

285	1	Long Pumper body	\$4,666.00	
297	1	LED Compartment Lighting premium	\$5,420.00	
293	1	Ladder Storage next to tank	\$6,474.00	
298	1	Increase Booster Tank to: 1000 Gallons	\$2,282.00	
310	9	Adjustable Compartment shelves	\$2,412.00	
312	1	Swing-out tool board	\$3,178.00	
314	1	Slide-out floor tray	\$1,126.00	
319	2	Pegboard in compartment	\$1,966.00	
325	2	SCBA Cylinder storage in fender panel single (each)	\$1,820.00	
326	1	SCBA Cylinder storage in fender panel double (each)	\$1,525.00	
334	1	Increase Pump from 1250 to 1500 gpm	\$8,244.00	
338	1	Add Mechanical Seal to Pump	\$1,199.00	
342	2	add 2.5" suction inlet	\$3,954.00	
344	1	2.5" Discharge front bumper	\$4,174.00	
347	1	Add Front Suction Inlet 4-6"	\$9,694.00	
350	2	2.5" Discharge	\$4,836.00	
353	1	Add Large Diameter Side Discharge	\$7,669.00	
364	1	Add Hinged-Type Aluminum Cover to Crosslay (per set of 2)	\$1,000.00	
369	1	Hose Reel, above pump w/ 150' Hose	\$5,004.00	
378	1	Pierce Husky 3, Single Agent (3) discharges	\$16,064.00	
382	1	Foam Cell 20 Gallons	\$2,128.00	
390	1	Airhorn at activation pump panel	\$247.00	
393	1	Tank level LED (Individual lights)	\$3,796.00	
403	1	LED Emergency Light Package	\$19,046.00	
422	1	Q2B Siren	\$5,867.00	
429	1	Traffic Directing light bar "B"	\$3,726.00	
495	1	Two-tone Cab paint	\$4,383.00	
497	1	E-Coat Under body Chassis	\$2,952.00	
500	1	Pump Panel Drawing	\$1,677.00	
506	1	Graphics Upgraded 4	\$11,120.00	
HP1	1	Upgrade Rear Tires	\$0.00	\$1,389.00
HP2	1	Extended Cummins Warranty	\$0.00	\$5,000.00
HP3	1	Shelf in Hosebed		\$900.00
HP4	2	Running Board hoesetrays	\$0.00	\$2,263.00

HP5	1	Front Body Steps	\$0.00	\$1,363.00
HP6	1	Front Inlet Chrome Swivel	\$0.00	\$3,286.00
HP7	1	Travel		\$14,000.00
HP8				
HP9				
Base Bid			\$625,312.00	
Published Options			\$264,080.00	
Total Published Options			\$889,392.00	
Unpublished Options			\$28,201.00	3.17%
Total Options w/o HGAC Fee			\$917,593.00	

F. Airport Rescue Fire-Fighting Vehicles	
FS19UF01	Oshkosh Striker 4x4, 2-Door, Aluminum Cab, 2 Passenger Seating, Roof Turret (375/750 gpm), bumper Turret (300 gpm), One Handline (Foam/Water), Water Tank Capacity (1500 gal.), Foam Tank Capacity (210 gal.), Fire Pump (Power divider driven Waterous CRQB, Single Stage Centrifugal, 1950 gpm at 250 psi)
FS19UF02	Oshkosh Striker 6x6, 2-Door, Aluminum Cab, 2 Passenger Seating, Roof Turret (600/1200 gpm), bumper Turret (300 gpm), One Handline (Foam/Water), Water Tank Capacity (3000 gal.), Foam Tank Capacity (420 gal.), Fire Pump (Power divider driven Waterous CRQB, Single Stage Centrifugal, 1950 gpm at 250 psi)
FS19UF03	Oshkosh Striker 8x8, 2-Door, Aluminum Cab, 2 Passenger Seating, Roof Turret (600/1200 gpm), bumper Turret (300 gpm), One Handline (Foam/Water), Water Tank Capacity (4500 gal.), Foam Tank Capacity (420 gal.), Fire Pump (Power divider driven Waterous CRQA, Single Stage Centrifugal, 1950 gpm at 240 psi)
FS19UF03R	Striker 6x6 2-Door Hybrid Aluminum Cab Replacement unit to ther UF03 8X8 Conventional
FS19UF04	Oshkosh New Generation Striker 8x8, 2-Door, Aluminum Cab, 2 Passenger Seating, Roof Turret (600/1200 gpm), bumper Turret (300 gpm), One Handline (Foam/Water), Water Tank Capacity (4500 gal.), Foam Tank Capacity (420 gal.), Fire Pump (Waterous CRQB, Single Stage Centrifugal, 1950 gpm at 250 psi), dual engine driveline
FS19UF05	Oshkosh Stinger Class 2 ARFF vehicle; 2-Door Ford 4x4 F550 Cab/chassis, 2 Passenger Seating, Bumper Turret, one (1) twin agent handline, Water Tank Capacity (300 gal.), Foam Tank Capacity (40 gal.), Dry Chemical 500 pounds.
FS19UF06	Oshkosh H-Series Chassis; 2-Door, Aluminum Cab, 2 Passenger Seating, 50,000 GVWR, Single Axle
FS19UF07	Oshkosh HT-Series Chassis; 2-Door, Aluminum Cab, 2 Passenger Seating, 55,000 GVWR, Single Axle
FS19UF08	Oshkosh P-Series Chassis; 2-Door, Aluminum Cab, 2 Passenger Seating, 51,000 GVWR, Single Axle
V. Pierce	
A. Aerials (Booms/Platforms, Ladders, Ladder/Platforms)	
FS19VA01	Pierce Enforcer Chassis, 4-Door Full Tilt Aluminum Cab, Formed Aluminum Body, Single Axle, 75' Steal Rear-Mounted Telescoping Ladder (500#)
FS19VA02	Pierce Enforcer Chassis, 4-Door Full Tilt Aluminum Cab, Formed Aluminum Body, Tandem Axle, 75' Steal Rear-Mounted Telescoping Ladder (500#)
FS19VA03	Pierce Enforcer Chassis 4-Door 75' Aluminum Rear Mounted Telescoping Ladder, Formed Aluminum Body

FS19VA04	Pierce Arrow Chassis 4-Door 100' Aluminum Rear Mount Aerial, Aluminum Body, Tandem Axle
FS19VA05	Pierce Enforcer Chassis, 4-Door Full Tilt Aluminum Cab, Formed Aluminum Body, Single Axle, 107' Rear-Mounted Telescoping Ladder
FS19VA06	Pierce Enforcer Chassis, 4-Door Full Tilt Aluminum Cab, Formed Aluminum Body, Tandem Rear Axle, 107' Rear-Mounted Telescoping Ladder
FS19VA07	Pierce Enforcer Chassis, 4-Door Full Tilt Aluminum Cab, Formed Aluminum Body, Tandem Rear Axle, 110' Rear-Mounted Telescoping Platform
FS19VA08	Pierce Enforcer Chassis, 4-Door Full Tilt Aluminum Cab, Formed Aluminum Body, Tandem Axle, 105' Rear-Mounted Telescoping Ladder (500#)
FS19VA09	Pierce Arrow Chassis, 4-Door Full Tilt Aluminum Cab, Formed Aluminum Body, Tandem Axle, 100' Mid-Mounted Telescoping Ladder with Platform
FS19VA10	Pierce Arrow Chassis, 4-Door Full Tilt Aluminum Cab, Formed Aluminum Body, Tandem Axle, 100' Rear-Mounted Telescoping Ladder with Platform (750#)
FS19VA11	Pierce Arrow Chassis, 4-Door Full Tilt Aluminum Cab, Formed Aluminum Body, Single Axle, 107' Tractor Drawn - Mid-Mounted Telescoping Ladder (#500)
B. Wildland Fire Apparatus (Brush Fire)	
FS19VB01	Pierce Brush Fire Apparatus, Ford F450, Formed Aluminum Utility Body
FS19VB02	Pierce Brush Fire Apparatus, Ford F-550 Mini Pumper 500 gpm, 300 tank
FS19VB03	Freightliner 4-Door 4 x 4 Wildland, 500 water, 1000 gpm Pump
C. Pumper Fire Apparatus	
FS19VC01	M2 Freightliner, 2-Door, OEM Cab, Aluminum Body, Single Axle, 1250 GPM Pump, Mid-Mounted Pumper
FS19VC02	IHC, 2-Door, OEM Cab, Aluminum Body, Single Axle, 1250 GPM Pump, Mid-Mounted Pumper
FS19VC03	KW, 2-Door, OME Cab, Aluminum Body, Single Axle, 1250 GPM Pump, Mid-Mounted Pumper
FS19VC04	Peterbilt, 2-Door, OME Cab, Aluminum Body, Single Axle, 1250 GPM Pump, Mid-Mounted Pumper
FS19VC05	Pierce Saber 4- Door Full Tilt Aluminum Cab, Ford Engine, Aluminum Body, 1250 gpm, mid-mounted Pump
FS19VC06	Pierce Saber FR, 4-Door, Full-Tilt, Aluminum Cab, Aluminum Body, Single Axle, 1250 GPM Pump, Mid-Mounted Pumper
FS19VC07	Pierce Enforcer, 4-Door, Full-Tilt, Aluminum Cab, Aluminum Body, Single Axle, 1250 GPM Pump, Mid-Mounted Pumper
FS19VC08	Pierce Velocity, 4- Door Full Tilt Cab, Aluminum Long Body, 1250 gpm mid-mounted Pump

FS19VC09	Pierce, 4-Door, Full-Tilt, Aluminum Cab, Aluminum Body, Single Axle, 1250 GPM Pump, Electrification Body Pumper
D. Special Service Apparatus (Walk-In & Non-Walk-in Bodies) Multi-use: Rescue, Rehab, Hazmat, Mobile Command Center	
FS19VD01	Ford F-550 4-Door, 12' Non-Walk-in Formed Aluminum Body
FS19VD02	M2 Freightliner, 2-Door, OEM Cab, Single Axle, Formed Aluminum Body, Non-Walk-In Body
FS19VD03	IHC, 2-Door, OEM Cab, Single Axle, Formed Aluminum Body, Non-Walk-In Body
FS19VD04	Kenworth, 2-Door, OEM Cab, Single Axle, Formed Aluminum Body, Non-Walk-In Body
FS19VD05	Peterbilt, 2-Door, OEM Cab, Single Axle, Formed Aluminum Body, Non-Walk-In Body
FS19VD06	Pierce Saber FR, Full-Tilt, Aluminum Cab, Single Axle, Formed Aluminum Body, Non-Walk-In Encore Body 18.5'
FS19VD07	Pierce Enforcer 4-Door, Aluminum Cab, Single Axle, Formed Aluminum Body, Non-Walk-in HDR Body
FS19VD08	Pierce Velocity 4-Door Aluminum Cab, Tandem Axle Non-Walk-in HDR Body
FS19VD09	M2 Freightliner, 2-Door, OEM Cab, Single Axle, Formed Aluminum Body, Walk-In Body
FS19VD10	IHC, 2-Door, OEM Cab, Single Axle, Formed Aluminum Body, Walk-In Body
FS19VD11	Kenworth, 2-Door, OEM Cab, Single Axle, Formed Aluminum Body, Walk-In Body
FS19VD12	Peterbilt, 2-Door, OEM Cab, Single Axle, Formed Aluminum Body, Walk-In Body
FS19VD13	Pierce Enforcer 4-Door, Full Tilt, Aluminum Cab, Single Axle, Formed Aluminum Body, Walk-in HDR Body
FS19VD14	Pierce Velocity 4-Door Aluminum Cab, Tandem Axle Walk-in HDR Body
FS19VD15	Pierce Velocity 2-Door, Aluminum Cab, Tandem Axle, Combination Formed Aluminum Body
FS19VD16	Pierce Velocity 4-Door Aluminum Cab, Tandem Axle Walk-in Communications Body
E. Pumper/Tankers & Tankers	
FS19VE01	Freightliner 2 Door, Single Axle Tanker, Aluminum Body w/2000 water & 500 pump
FS19VE02	IHC 2dr Single Axle Tanker, Aluminum Body w/2000 water & 500 pump
FS19VE03	Kenworth 2dr Single Axle Tanker, Aluminum Body w/2000 water & 500 pump

FS19VE04	Peterbilt 2dr Single Axle Tanker, Aluminum w/2000 water & 500 pump
FS19VE05	Pierce Saber FR, 4-Door, Full-Tilt, Aluminum Cab, Pumper/Tanker, Aluminum Body, Single Axle, 1000 GPM Pump, Mid-Mounted
FS19VE06	Pierce Enforcer, 4-Door, Full-Tilt, Aluminum Cab, Pumper/Tanker, Aluminum Body, Tandem Axle, 1000 GPM Pump, Mid-Mounted
FS19VE07	Freightliner 2dr, Tandem Axle Tanker, Aluminum Body w/3000 water & 500 pump
FS19VE08	IHC 2dr Tandem Axle Tanker, Aluminum Body w/3000 water & 500 pump
FS19VE09	Kenworth 2dr Tandem Axle Tanker, Aluminum Body w/3000 water & 500 pump
FS19VE10	Peterbilt 2dr Tandem Axle Tanker, Aluminum w/3000 water & 500 pump
FS19VE11	Pierce Saber FR, 4-Door, Full-Tilt, Aluminum Cab, Aluminum Body, Single Axle, 1000 GPM Pump, Mid-Mounted Elliptical Tanker
FS19VE12	Pierce Enforcer, 4-Door, Full-Tilt, Aluminum Cab, Aluminum Body, Tandem Axle, 1000 GPM Pump, Mid-Mounted Elliptical Tanker
FS19VE13	Pierce Velocity, 4-Door Aluminum Cab, Tandem Axle, Aluminum Pumper/Tanker 2000 Gallon Body, 1500 GPM Pump

FORM E - PUBLISHED OPTIONS		Procurement No.:	FS12-19
Offeror Name:	Siddons-Martin Emergency Group		
Notes: (Important)	1) Bid each Option on a single separate line. Bidder is responsible to identify each item with a specific code or part number. 2) Use a single Form E for ALL items. Add/Insert additional lines as necessary. 3) Completely describe each option, including manufacturer's code or part numbers as appropriate. Each item listed MUST have a unique code or part number. 4) Options which replace standard equipment on a base bid Item on Form D should be priced net of any credit due for the replaced item. 5) Options which are shown as upgrades/downgrades of a base bid item on Form D should be priced at the differential amount between the base bid item and the option. 6) You encouraged to offer specific manufacturer's catalogs (eg. Whelan, Fed Signal, etc.) as options, with 'List Less' or 'Cost Plus' percentages for pricing. Copy of catalog should be supplied w/bid.		
Note: Bidder must identify each option bid with an identifying Code or Part No. that should be referenced on all Contract Pricing Worksheets			
Code or Part No.	Option Description	May 1, 2023	
OSK-1	110 volt auxiliary air compressor with auto-eject shore power connection	\$2,910.00	
OSK-2	110 volt engine preheater with auto-eject shore power connection	\$755.00	
OSK-3	Battery charger with auto-eject shore power connection	\$1,034.00	
OSK-4	Air inlet at rear or on either side of cab with auto-eject connection	\$525.00	
OSK-5	Air outlet on either side of cab with 50' of hose and a tire gauge	\$204.00	
OSK-6	Air hose reel in upper compartment with 150' of 1/2" hose	\$3,842.00	
OSK-7	Alternating flashing feature for headlights "wig wag"	\$214.00	
OSK-8	Two driving and two fog lights	\$511.00	
OSK-9	LED ground lighting	\$683.00	
OSK-10	Monitoring and Data Acquisition System [MADAS]	\$10,569.00	
OSK-11	Two defroster fans in cab	\$177.00	
OSK-12	Additional seat (3 seats are standard)	\$1,236.00	
OSK-13	Upgrade to Smartdock hands' free SCBA bracket for one crew seat	\$676.00	
OSK-14	Add roof hatch access step in cab	\$961.00	
OSK-15	High output dual air conditioning	\$7,292.00	
OSK-16	Streamlight brand rechargeable flashlights in cab - qty 2	\$612.00	

OSK-17	Streamlight brand rechargeable flashlights in cab - qty 4	\$1,223.00
OSK-18	Medical storage compartment in cab	\$2,555.00
OSK-19	Power strip in cab with shore power provisions	\$937.00
OSK-20	Ladders with fixed mounting on roof - Duo Safety 900A-24 and Little Giant Model 26	\$3,233.00
OSK-21	Height adjustable roll-out shelf in lower storage compartment	\$987.00
OSK-22	Height adjustable fixed shelf in lower storage compartment	\$853.00
OSK-23	Slide out, tilt down tray in an upper compartment	\$1,423.00
OSK-24	Stowable step for upper compartment access	\$1,841.00
OSK-25	Storage for two spare SCBA cylinders in the cab	\$968.00
OSK-26	Driver and turret operator foot switches for siren and air horns	\$664.00
OSK-27	Rear vision camera system including a rear facing color camera mounted at the top rear of the vehicle	\$3,690.00
OSK-28	Forward Looking Infrared (FLIR) camera with pan and tilt	\$23,944.00
OSK-29	Digital recorder with forward facing camera	\$3,000.00
OSK-30	Continuous duty cycle central lubrication system	\$8,349.00
OSK-31	Spare tire and wheel	\$4,604.00
OSK-32	Central tire inflation/deflation system for 4x4 vehicle	\$33,606.00
OSK-33	Central tire inflation/deflation system for 6x6 vehicle	\$40,329.00
OSK-34	Central tire inflation/deflation system for 8x8 vehicle	\$47,048.00
OSK-35	Beadlocks for 4x4 vehicle including spare	\$3,285.00
OSK-36	Beadlocks for 6x6 vehicle including spare	\$4,929.00
OSK-37	Beadlocks for 8x8 vehicle including spare	\$6,568.00
OSK-38	Beadlock press	\$1,535.00
OSK-39	Bronze water pump housing in place of standard cast iron housing	\$12,957.00
OSK-40	Water/foam hose reel with 150' of 1.25" hose and 95 gpm nozzle in a lower compartment	\$11,239.00
OSK-41	Swing-out feature for hose reel	\$790.00
OSK-42	Limited structural panel on the left side - no suction connections	\$4,182.00
OSK-43	Structural panel with one 2-1/2" suction inlet, one 5" suction inlet and a priming pump on the LH side	\$6,688.00
OSK-44	Structural panel with one 2-1/2" suction inlet, one 5" suction inlet and a priming pump on the LH side with "Fill from Draft" provisions	\$7,460.00
OSK-45	One 2-1/2" foam / water producing discharge outlet with a bleeder valve on each side - 2 total	\$3,367.00
OSK-46	Two 2-1/2" foam / water producing discharge outlets with bleeder valves on each side - 4 total	\$6,216.00

OSK-47	Water tank shut-off	\$3,097.00
OSK-48	One 2-1/2" and 4-1/2" water tank fill connection on right hand side	\$2,469.00
OSK-49	550 lb. dry chemical system with fixed dual agent hose reel holding 100' of 1" twinned hose and a Hydro-Chem type nozzle in a lower compartment. Includes agent vessel and propellant system with system indicators in cab	\$34,763.00
OSK-50	Spare nitrogen cylinder for dry chemical system.	\$1,818.00
OSK-51	Foam transfer pump - electric	\$11,651.00
OSK-52	Foam transfer pump - pneumatic	\$5,453.00
OSK-53	Electronic foam proportioning system in place of standard fixed rate, around the pump foam proportioning system	\$25,843.00
OSK-54	375/750 gpm high volume, dual rate bumper turret in place of standard 300 gpm bumper turret - 4x4 only	\$7,259.00
OSK-55	375/750 gpm high volume, dual rate, low-attack type bumper turret in place of standard 300 gpm bumper turret - 4x4 only	\$30,793.00
OSK-56	625/1250 gpm high volume bumper turret in place of standard 300 gpm bumper turret - 6x6 and 8x8 only	\$7,259.00
OSK-57	625/1250 gpm high volume, low attack bumper turret in place of standard 300 gpm bumper turret - 6x6 and 8x8 only	\$30,793.00
OSK-58	Hydro-Chem type direct injection foam/water/dry chemical nozzle option added for any dual rate roof or bumper turret	\$7,867.00
OSK-59	Exterior mounted water and foam tank level lights each side	\$758.00
OSK-60	Compartment mounted water and foam tank level lights each side	\$506.00
OSK-61	One HID light on roof turret	\$640.00
OSK-62	One HID light on bumper turret	\$802.00
OSK-63	One LED spotlight on roof turret	\$857.00
OSK-64	One LED spotlight on bumper turret	\$1,062.00
OSK-65	Snozzle 50' High Reach Extendable Turret (HRET) with piercing nozzle in place of standard roof turret *(Available on Oshkosh 4x4, 6x6 and 8x8 chassis)	\$275,744.00
OSK-66	Snozzle 65' High Reach Extendable Turret (HRET) with piercing nozzle in place of standard roof turret. *(Only available on Striker 6x6, 8x8 vehicle)	\$327,864.00
OSK-67	One HID light on Snozzle boom end	\$802.00
OSK-68	One LED light on Snozzle boom end	\$1,062.00
OSK-69	Forward Looking Infrared (FLIR) camera on Snozzle boom end	\$22,935.00
OSK-70	Color video camera on Snozzle boom end	\$2,951.00
OSK-71	Undertruck nozzles	\$3,421.00

OSK-72	Winterization system for vehicle's firefighting compartments	\$15,334.00
OSK-73	460 lb. Halotron clean agent system with fixed hose reel holding 150' of 1" hose and a Halotron nozzle in an upper compartment. Includes agent vessel and propellant system with system indicators in cab.	\$37,229.00
OSK-74	Spare argon cylinder for Halotron I system.	\$1,753.00
OSK-75	10 Kw Onan hydraulic generator.	\$20,174.00
OSK-76	Two 110 volt 750 watt widelights above windshield (Requires generator)	\$1,439.00
OSK-77	Two 110 volt LED widelights above windshield (Requires generator)	\$5,002.00
OSK-78	Two 110 volt 1000 watt pneumatic telescoping widelights on each side - four total (Requires generator)	\$10,479.00
OSK-79	Two 110 volt LED manually telescoping widelights on each side - four total (Requires generator)	\$15,296.00
OSK-80	Two cab mounted HID worklights - 24VDC	\$1,194.00
OSK-81	Two cab mounted LED worklights - 24 VDC	\$1,415.00
OSK-82	Two HID worklights per side four total - 24VDC	\$2,023.00
OSK-83	Two LED worklights per side four total - 24VDC	\$2,645.00
OSK-84	Two HID worklights at rear - 24VDC	\$1,008.00
OSK-85	Two LED worklights at rear - 24VDC	\$1,320.00
OSK-86	110 volt electric cable reel in an upper compartment with 200' of 12/3 SO safety yellow cord. (Requires generator)	\$4,858.00
OSK-87	Two 110 volt duplex (straight/twist) receptacles on each side of truck in a lower compartment. (Requires generator)	\$468.00
OSK-88	Four red LED mini light bars in place of standard red LED beacons on roof	\$5,209.00
OSK-89	Four premium red LED mini light bars in place of standard red LED beacons on roof	\$10,181.00
OSK-90	Lower perimeter red LED warning light system with two front facing, two rear facing and three lights per side in place of standard warning lights	\$882.00
OSK-91	Premium lower perimeter red LED warning light system with two front facing, two rear facing and three lights per side	\$2,580.00
OSK-92	Lower perimeter emergency warning switch to disable lower emergency lights when needed	\$214.00
OSK-93	Eco EFP Foam Testing System (EFP Proportioner)	\$13,726.00
OSK-94	Eco EFP Foam Testing System (Poppet Proportioner)	\$30,194.00
H1	Lubrication data plate	\$71.00
H2	Pintle hook at rear	\$217.00
H4	Aluminum tool box frame mounted	\$2,148.00

H5	Auto lube system for chassis only	\$6,714.00
H7	Coolant heater 1500 watt block type	\$628.00
H8	Scania DC13 500hp drive engine lieu of 350hp	\$15,201.00
H9	Engine oil pan heater (includes both engines, if applicable)	\$255.00
H11	Side access drain valves for engine fluids (includes engine oil, coolant & hydraulic oil on both engines, if applicable)	\$630.00
H15	29,000 LB front axle capacity in lieu of 27,000 LB capacity	\$4,373.00
H16	26,000 LB rear axle capacity with All Steer in lieu of 23,000 LB non AS	\$34,047.00
H17	Shock absorbers for one axle	\$1,174.00
H18	Spare tire mounted on rim	\$3,496.00
H19	Air conditioning	\$11,206.00
H21	Deluge system for cab	\$2,321.00
H22	5lb fire extinguisher in cab	\$273.00
H23	Radio in cab - AM/FM/Weather/CD	\$725.00
H24	Premium heated hi back seat or driver	\$230.00
H26	Heated wiper blades front	\$1,762.00
H27	Side window wipers unheated	\$1,076.00
H28	Side window wipers heated	\$1,447.00
H29	Cab mounted defroster fans	\$351.00
H31	Rear view back up camera	\$898.00
H32	Amber plow lights on cab light bar	\$485.00
H33	HID lights - one pair - on cab light bar	\$1,212.00
BL-DEB	Standard "Dual Engine Blower" snow blower package - 550 hp auxiliary engine	\$472,645.00
BL-SEB	Standard "Single Engine Blower" snow blower package	\$451,422.00
BL-RB	Standard "Road Blower" snow blower package - 550 hp auxiliary engine	Deleted
BL1	670hp blower engine in lieu of standard 550	\$15,454.00
BL2	Aux engine oil pan heater	\$252.00
BL4	Spot cast chute - inc. 29K front and ballast bumper	\$22,642.00
BL5	Truck loading chute - inc. 29K front and ballast bumper	\$52,530.00
BL6	High speed blower system - variable torque ribbon motors (dedicated blower)	\$24,525.00
BL7	Hydraulic relief block	\$2,301.00
BL8	Add 18' broom head for multipurpose snow chassis	\$198,127.00

BR-XF	Standard front mount broom package - 350 hp auxiliary engine	\$433,022.00
BR1	Broom aux engine 500hp lieu of 350hp base	\$5,227.00
BR2	20 foot head in lieu of 18' head base	\$21,101.00
BR3	22 foot head in lieu of 18' head base	\$28,358.00
BR4	50/50 wire poly in lieu of all poly base	\$1,288.00
BR5	All wire in lieu of all poly base	\$1,577.00
BR8	Broom quick disconnect hoses	\$10,655.00
BR10	Marker lights on broom	\$1,020.00
BR11	Vibrator on broom head	\$3,696.00
BR12	Snow shed hood 18 foot length	\$12,465.00
BR13	Snow shed hood 20 foot length	\$13,117.00
BR14	Snow shed hood 22 foot length	\$13,654.00
HT1	Single side fuel fill	\$2,036.00
HT4	26,000 LB rear axle capacity with All Steer in lieu of 23,000 LB non AS	\$54,957.00
HT5	Rear tandem 46K LB capacity in lieu of single axle 23K	Deleted
HT6	Rear tandem 46K LB capacity with All Steer in lieu of single axle 23K	Deleted
HT7	500hp drive engine on HT lieu of base standard 350hp drive engine	\$5,227.00
HT8	Air conditioning	\$16,534.00
HT9	Cab deluge	\$4,196.00
HT10	Radio in cab - AM/FM/Weather/CD	\$1,474.00
HT11	Premium heated hi back seat or driver	\$1,095.00
HT13	Heated wiper blades front	\$1,628.00
HT14	Side window wipers unheated	\$1,650.00
HT15	Side window wipers heated	\$2,950.00
HT16	Cab mounted defroster fans	\$417.00
HT18	Rear view back up camera	\$4,291.00
HT19	Amber plow lights on cab light bar	\$574.00
HT20	HID lights - one pair - on cab light bar	\$1,513.00
HT21	Oshkosh XT towed broom 18' width, all poly, 350 HP aux	\$791,300.00
HT22	500 HP aux engine in lieu of 385 HP base	\$5,342.00
HT23	20 foot head in lieu of 18' head base	\$21,567.00
HT24	22 foot head in lieu of 18' head base	\$28,985.00
HT25	50/50 wire poly lieu of all poly base	\$5,342.00

HT26	All wire in lieu of all poly base	\$5,483.00
HT27	Broom aux engine oil pan heater	\$543.00
HT28	Broom aux engine block heater	\$555.00
HT30	Marker lights on broom	\$1,044.00
HT31	Vibrator on broom head	\$3,775.00
HT32	Snow shed hood 18 foot length	\$16,177.00
HT33	Snow shed hood 20 foot length	\$17,740.00
HT34	Snow shed hood 22 foot length	\$18,217.00
HT35	20' flared snow plow with Hand's Free Din Hitch, steel cutting edge	\$76,926.00
HT36	22' flared snow plow with Hand's Free Din Hitch, steel cutting edge	\$78,753.00
HT37	24' flared snow plow with Hand's Free Din Hitch, steel cutting edge	\$80,440.00
P1	6x6 chassis in lieu of 4x4, 51,000 pounds GVWR, 175" CT	Deleted
P2	Engine hp upgrade package	Deleted
P3	Engine brake	Deleted
P4	75-gallon fuel tank lieu of 50-gallon std	Deleted
P5	5-speed tranmission in lieu of 4-speed	Deleted
P8	26,000 LB rear axle capacity in lieu of 23,000 base	Deleted
P9	30,000 LB rear axle capacity in lieu of 23,000 base	Deleted
P11	26,000 LB rear axle capacity with All Steer in lieu of 23,000 base	Deleted
P12	46,000 LB tandem rear axle capacity with All Steer in lieu of base	Deleted
P13	Air suspension cab	Deleted
P14	Heated front wipers	Deleted
P15	Heated front windshield	Deleted
P16	Side window wipers	Deleted
P17	Power side windows	Deleted
P18	Air conditioning	Deleted
P19	Radio in cab - AM/FM/Weather/CD	Deleted
P20	High idle and cruise control	Deleted
P21	Alternator upgrade	Deleted
P22	Trailer electrical system	Deleted
P25	10-12 yd dump body (painted steel), 18' flared plow with hands free DIN hitch, central hydraulics (4x4 chassis)	Deleted

P26	V-box 14' Stainless Steel Spreader, twin spinner discs, 18' Flared Plow with hands free DIN hitch, 800-gallon de-icing tanks/pre-wet, central hydraulics, tarp system (Must select 6x6 Chassis above)	Deleted
101	Add Frame liner Commercial	\$1,989.00
102	Add Frame Liner Custom	\$2,788.00
103	Aerial Frame liner	\$6,267.00
104	Galvanized Frame structure	\$5,349.00
105	upgrade to 22,800# front axle	\$5,761.00
106	upgrade to 27,000# rear axle	\$6,719.00
107	upgrade to 31,000# rear	\$8,867.00
108	upgrade rear single axle to 33,500	\$9,772.00
109	TAK-4 Suspension	\$21,761.00
110	T3 Single Suspension	\$20,294.00
111	T3 Tandem Suspension	\$28,503.00
112	Change to Air Ride Suspension, Single	\$9,555.00
113	Change to Air Ride Suspension, Tandem	\$8,669.00
114	Change to Dynalastic Suspension	\$6,459.00
115	4 x 4 Option Commercial	\$35,008.00
116	4 x 4 Option Custom	\$46,549.00
117	Tire Chains - Rear Axle	\$5,930.00
118	Auto Lube, 22 point	\$7,392.00
119	Auto Lube Lincoln 34 Point	\$13,699.00
120	Aluminum Wheels Commercial (Split Rear)	\$1,292.00
121	Credit Custom Aluminum Wheels, front	-\$2,710.00
122	Credit Aluminum Wheels, Rear Single Axle	-\$4,768.00
123	Credit Aluminum Wheels Tandem Axle	-\$5,690.00
124	Spare Steel Wheel and Mounted tire	\$3,556.00
125	Electronic Tire Pressure Management	\$2,707.00
126	Safety Bands (pair)	\$2,671.00
127	Mud Flaps	\$840.00
128	Wheel Chocks and Mounts	\$1,552.00
129	Disc Brakes Front	\$2,969.00
130	Disc Brakes, Rear, Single	\$1,080.00

131	Disc Brakes, Rear, Tandem (per)	\$2,242.00
132	ABS upgrade to ESC/ABS/ATC	\$8,329.00
133	Collision Mitigation	\$3,702.00
134	Air inlet-outlet	\$967.00
135	Additional Air Tanks	\$516.00
136	12 or 120 volt air compressor	\$2,480.00
137	Brake fittings compression type	\$1,922.00
138	Cummins ISB 360 to ISL 330	\$4,574.00
139	Paccar 330 to 380	\$1,891.00
139	Cummins Remote Filter Mounting	\$3,495.00
140	Cummins Replacement L9 to X10	\$105,576.00
141	Cummins X10 TO X15	\$59,866.00
142	L9 Deleted to PACCAR 510	\$101,149.00
144	Ward No Smoke	\$12,000.00
145	Cummins x15 565 to 600 hp	\$12,481.00
146	Emergency Shutdown for Engine, Air w/ reset	\$2,702.00
147	1000 Watt Immersion Heater	\$798.00
148	Exhaust brake to Engine Brake Commercial	\$2,366.00
149	EVS 3000 TO 4000	\$12,915.00
150	EVS 4000 TO 4500 PR	\$15,099.00
151	Aggressive Down shift	\$191.00
152	Telma Retarder, Single Axle	\$20,266.00
153	Exhaust Extension Plymo or Nederman	\$888.00
154	Magnetic Grabber	\$1,328.00
155	Exhaust Diffuser - Care	\$888.00
156	Increase DEF Capacity	\$1,062.00
157	75 gallon fuel tank	\$1,620.00
158	Steering with controls	\$2,075.00
159	Add Extended Bumper	\$3,122.00
160	Add 26" Extended underslung Bumper	\$7,106.00
161	Bumper tray with cover	\$1,294.00
162	Bumper Sight Rod	\$828.00
163	Bumper compartment for Winch	\$2,407.00
164	Bumper Equipment Tray with cover	\$3,390.00

165	Bumper warning light recess	\$1,306.00
166	Linex Bumper Coating	\$822.00
167	Mirrors - change to Bus style cab corner	\$4,399.00
168	Mirrors - change to door mount bus style	\$3,437.00
169	Mirrors - change to One-Eleven style	\$3,126.00
170	Raised roof, custom cab	\$3,207.00
171	Extended Cab	\$7,410.00
172	Full height Cab doors - Raised Roof	\$3,041.00
173	Stainless Door Jamb Scuffplates	\$964.00
174	Mounting plate on engine tunnel	\$674.00
175	Electric Windows	\$2,830.00
176	Electric Door locks	\$1,648.00
177	110 Volt cab A/C	\$3,077.00
178	Danhard Style A/C	\$8,710.00
179	Safety System	\$13,726.00
180	Driver Safety Seat	\$1,406.00
181	SCBA Safety Seat	\$1,759.00
182	Bostrom Officer SCBA	\$2,280.00
183	Bostrom 2 F-Facing Crew	\$3,338.00
184	3 Seat to Crew (Commercial)	\$4,749.00
185	Clean Cab base option	\$2,063.00
186	EMS Compartment in Cab	\$4,282.00
187	EMS Compartment w outside access (each)	\$4,735.00
188	Upgrade SCBA Bracket to Hands Free	\$1,025.00
189	Cab step 2" larger mid and bottom	\$1,572.00
190	Handrail with LED Lighting Cab	\$771.00
191	Full height Cab doors - Raised Roof	\$2,562.00
192	Cab Windows Factory Tint	\$673.00
193	Commercial step upgrade package	\$1,765.00
194	Upgrade Freightliner M2-106 to M2-112	\$64,527.00
195	Upgrade International 2 door to 4 door	\$24,001.00
196	Upgrade to extended cab	\$15,478.00
197	Upgrade to Freightliner 2 door to 4 door	\$24,577.00
198	Upgrade Saber to Enforcer	\$13,378.00

199	Upgrade Enforcer to Impel	\$26,939.00
200	Upgrade Enforcer to Arrow	\$55,527.00
201	Upgrade Enforcer to Velocity	\$62,220.00
202	Upgrade Arrow to Velocity	\$21,804.00
203	Upgrade Arrow to Quantum	\$23,866.00
204	Upgrade Arrow to Dash CF	\$9,776.00
205	Velocity to Quantum	\$18,629.00
206	Upgrade Electrification Voltera per unit	\$509,856.00
207	Remote Control Spot Lights	\$2,009.00
208	Spare 12 volt power (each)	\$243.00
209	Radio with Weatherband	\$1,970.00
210	Additional MUX Screen	\$3,884.00
211	GPS Navigation and preplan capable	\$1,041.00
212	install Customer MDT with power wiring	\$1,414.00
213	Install Customer Antenna	\$117.00
214	Install Customer GPS	\$518.00
215	install Customer radio	\$1,285.00
216	install customer Knox	\$246.00
217	install customer drug vault	\$591.00
218	Medi-Kool mk18	\$8,951.00
219	2 Person Command Center Configuration	\$22,746.00
220	Roll Alert System	\$5,298.00
221	Camera System Rear only	\$1,928.00
222	Camera System, Sides and rear to mux	\$5,392.00
223	Camera System, Sides and rear to monitor	\$2,907.00
224	Camera System with DVR	\$4,148.00
225	Camera System interior cab and exterior body	\$10,643.00
226	Camera System Fotokite modem portable	\$58,119.00
227	Camera System Fotokite Compartment mounted	\$62,021.00
227m	Camera System Fotokite w modem Compartment mounted	\$64,769.00
228	Camera body to weatherproof panel monitor	\$1,959.00
229	Camera Stabilizer without laser	\$5,529.00
230	Camera, Stabilizer Placement with Command Zone Display with Laser	\$7,876.00

231	Intercom System (BASIC)	\$3,345.00
232	Intercom System (up to 6 position)	\$5,737.00
233	Intercom Wireless System	\$7,618.00
234	Intercom Headset - Wired	\$758.00
235	Intercom Headset - wireless	\$1,751.00
236	Idle Reduction Technology	\$5,391.00
237	IOTA Charger	\$1,584.00
238	Blue Sea 40 amp	\$2,298.00
239	Dual Pro Charger	\$1,347.00
240	Kussmaul Charger	\$2,478.00
241	Kussmaul Pump plus	\$3,612.00
242	Progressive p2180 (per unit)	\$2,414.00
243	Newmar Charger	\$2,666.00
244	Auto-eject 15 amp	\$700.00
245	Auto-eject 20 amp	\$733.00
246	Auto-eject 30 amp	\$1,662.00
247	Transfer switch	\$938.00
248	Sub Feed Box	\$538.00
249	Batteries 6 total	\$1,655.00
250	320 amp to 360	\$3,437.00
251	430 Amp Niehoff alternator	\$7,515.00
252	430 amp Delco alternator	\$5,310.00
253	LED cab lighting	\$1,300.00
254	LED body perimeter additional	\$2,913.00
255	LED Headlights	\$3,289.00
256	12 volt LED Scene - A	\$1,749.00
257	12 volt LED Scene - B	\$1,994.00
258	12 volt LED Flood Brow light A	\$2,680.00
259	12 volt LED Flood Brow light B	\$4,371.00
260	12 volt LED Hi-Viz Brow Full single	\$7,565.00
261	12 volt LED Hi-Viz Brow Double Lights	\$5,792.00
262	12 volt-Hi Viz LED (per light)	\$2,923.00
263	12 volt LED Flood Recessed or surface (per light) A	\$2,840.00
264	12 volt LED Flood Recessed or surface (per light) B	\$3,556.00

265	12 volt LED Flood Pole light (per light)	\$3,448.00
266	Tail lighting LED Upgrade	\$2,240.00
267	Tail Board Upgrade Package	\$2,426.00
268	Tanker Hose bed Package	\$6,194.00
269	Tanker folding tank storage manual	\$4,740.00
270	Tanker folding tank storage electric	\$13,047.00
271	Upgrade Tanker Step Package	\$2,372.00
272	Flush back body option	\$1,638.00
273	Rear step package with wrap bumper	\$3,601.00
274	Add Vinyl Cover for Crosslay Hose Bed	\$628.00
275	Hose Bed Cover, Aluminum	\$9,786.00
276	Hose Bed Cover, Vinyl	\$1,145.00
277	Hose Bed Cover, Roll-up	\$11,679.00
278	Additional Hosebed Divider	\$725.00
279	NY Hose Bed	\$4,759.00
280	PUC Body Configuration	\$17,377.00
281	Aerial body full depth per side	\$10,242.00
282	Pumper Body to Galvanneal	\$3,544.00
283	Pumper Body to Stainless	\$14,793.00
284	Aerial Aluminum to stainless body	\$22,762.00
285	Long Pumper body	\$4,666.00
286	Compartment door locks (each)	\$106.00
287	PUC Flip-out steps	\$1,300.00
288	Catwalk-Hatch Compartment, Each	\$4,799.00
289	Underbody Compartments, each	\$3,555.00
290	Add Right High Side Compartments	\$5,236.00
291	Add Electric / Hydraulic Ladder Rack	\$16,244.00
292	Full Height - Depth Compartments	\$7,744.00
293	Ladder Storage next to tank	\$6,474.00
294	Winch 12,000#	\$7,661.00
295	Winch 9000#	\$4,329.00
296	LED Compartment Lighting base upgrade lighting	\$2,830.00
297	LED Compartment Lighting premium	\$5,420.00
298	Increase Booster Tank to: 1000 Gallons	\$2,282.00

299	Increase Booster Tank to: 1250 Gallons	\$4,219.00
300	Increase Booster Tank to: 1500 Gallons	\$8,033.00
301	2.5" Direct Tank Fill to Main Intake	\$8,015.00
302	Rear Direct tank fill electric	\$6,823.00
303	Direct Tank Fill Manual	\$4,457.00
304	manual rear dump with 90	\$5,819.00
305	air-electric rear dump	\$7,078.00
306	air-electric side dump with extender (each)	\$11,265.00
307	trough - hard suction (each)	\$2,214.00
308	hard suction hose (each)	\$1,653.00
309	Mate Flex in Enclosed Compartments Per Shelf	\$171.00
310	Adjustable Compartment shelves	\$268.00
311	Slide-out tool board	\$2,255.00
312	Swing-out tool board	\$3,178.00
313	Slide-out tool board in tray	\$2,809.00
314	Slide-out floor tray	\$1,126.00
315	Tool board in Slide-out tray	\$2,235.00
316	Adjustable slide-out tray	\$968.00
317	Tilt-out adjustable tray	\$942.00
318	PacTrac in compartment	\$1,256.00
319	Pegboard in compartment	\$983.00
320	Vertical Partition	\$357.00
321	Horizontal Partition	\$396.00
322	3 Drawer C-Tech 24 wide	\$1,737.00
323	3 Drawer C-Tech 36 wide	\$3,176.00
324	4 Drawer C-Tech 48 wide	\$4,168.00
325	SCBA Cylinder storage in fender panel single (each)	\$910.00
326	SCBA Cylinder storage in fender panel double (each)	\$1,525.00
327	SCBA Cylinder storage in fender panel triple (each)	\$1,816.00
328	SCBA Storage in fender panel	\$1,461.00
329	Extinguisher Compartment	\$1,107.00
330	SCBA Storage Bins (each)	\$217.00
331	Add Dura Surf (per each)	\$140.00
332	Electric Cord Reel Compartment	\$909.00

333	750 GPM Pump to 1000 GPM Pump	\$3,445.00
334	Increase Pump from 1250 to 1500 gpm	\$8,244.00
335	Increase Pump from 1500 to 1750 gpm	\$2,720.00
336	Increase Pump from 1500 to 2000 gpm	\$5,329.00
337	add pump anodes (pair)	\$485.00
338	Add Mechanical Seal to Pump	\$1,199.00
339	Flow Meters, each	\$3,024.00
340	MIV Valves Electric with manual back-up (each)	\$10,381.00
341	Manual Ball Intake Valve	\$3,567.00
342	add 2.5" suction inlet	\$1,977.00
343	1.5" discharge front bumper	\$3,019.00
344	2.5" Discharge front bumper	\$4,174.00
345	Preconnect 1.5" with 2.0" plumbing - Speed or cross	\$3,241.00
346	Preconnect 2.5 or 3" plumbing - Speed or Cross	\$4,594.00
347	Add Front Suction Inlet 4-6"	\$9,694.00
348	Add Rear Suction Inlet	\$7,227.00
349	1.5" discharge	\$1,947.00
350	2.5" Discharge	\$2,418.00
351	3" Discharge	\$3,576.00
352	Add Large Diameter Rear Discharge	\$7,516.00
353	Add Large Diameter Side Discharge	\$7,669.00
354	add electric valve deluge plumbing	\$7,025.00
355	Dual voltage water heater with tanker	\$6,080.00
356	Extenda-gun 12"	\$5,456.00
357	Extenda-gun 18"	\$8,639.00
358	Electric Extenda Gun	\$9,897.00
359	Electric Deluge riser	\$9,441.00
360	Electric Deluge with foam by-pass	\$12,760.00
361	Wireless remote monitor	\$15,765.00
362	Provide (2) Speedlays IPO Crosslay with Rollers	\$7,529.00
363	Provide (2) Speedlays w/ Tray's IPO Crosslay with Rollers	\$12,091.00
364	Add Hinged-Type Aluminum Cover to Crosslay (per set of 2)	\$1,000.00
365	Add 1" Cargo Netting to cross/speedlay (2)	\$588.00
366	Crosslay roll-up door enclosure	\$4,368.00

367	Poly Tray additional	\$808.00
368	Hose Reel, Rear Compartment Mounted w/ 150' Hose	\$7,905.00
369	Hose Reel, above pump w/ 150' Hose	\$5,004.00
370	Hose Reel, Under Cab w/ 100' Hose	\$6,036.00
371	Akron 3096-95 gpm Single Agent System	\$7,977.00
372	Akron 3096-95 gpm Dual Agent System	\$10,386.00
373	Elkhart 240-95 Single Agent	\$7,977.00
374	Elkhart 240-95 Dual Agent	\$10,391.00
375	Foam Pro 1600 Single Agent to (3) Discharges	\$12,405.00
376	Foam Pro 2001 Dual Agent to (3) Discharges	\$17,644.00
377	Foam Pro 2002 Dual Agent to (3) Discharges	\$28,467.00
378	Pierce Husky 3, Single Agent (3) discharges	\$16,064.00
379	Pierce Husky 12 Single Agent (5) discharge	\$29,242.00
380	Pierce Husky 12 Dual Agent (5) Discharge	\$33,875.00
381	Pierce Husky 300 Industrial Foam System	\$162,695.00
382	Foam Cell 20 Gallons	\$2,128.00
383	Foam Cell 40 Gallons	\$2,989.00
384	Foam Cell 50 Gallons	\$3,877.00
385	Foam system by-pass to deluge or aerial	\$6,778.00
386	Foam Cell 300 Gallons	\$5,453.00
387	Pierce Hercules CAFS to (5) Discharges	\$40,657.00
388	Pump Panel Enclosure	\$6,334.00
389	Cold Climate Pump Package	\$12,410.00
390	Airhorn at activation pump panel	\$247.00
391	Add Top Pump Control	\$11,276.00
392	Tank Level LED Group	\$1,829.00
393	Tank level LED (Individual lights)	\$3,796.00
394	LED Backlite Gauges each	\$138.00
395	D-TEC	\$1,540.00
396	Will-Burt 7-30 Mast with Nycoil	\$17,209.00
397	Will-Burt 7-42 Mast with Nycoil	\$24,960.00
398	4 Channel Flash drive DVR	\$3,468.00
399	120 volt Body A/C, roof mounted with heat	\$3,227.00
400	2 person Command Center	\$18,621.00

401	Fire Pump 250 gpm	\$41,363.00
402	Haz-Mat Upgrade	\$29,567.00
403	LED Emergency Light Package	\$19,046.00
404	Upgrade to HDR Body	\$60,643.00
405	HDR Stainless Body	\$14,406.00
406	Water Tank - Rescue	\$15,107.00
407	Communications Center, 2 Desk with Conference	\$338,316.00
408	LED Interior Lighting	\$6,070.00
409	Tool Drawer(each)	\$1,658.00
410	Airbag Rack (each)	\$249.00
411	Rack, Plywood (10)	\$1,408.00
412	120 v Refrigerator 23 cu ft.	\$3,574.00
413	Vertical Exhaust in Compartment	\$1,019.00
414	Slide-out Module up to 132" each	\$24,554.00
415	Leveling System	\$13,058.00
416	Awning	\$5,024.00
417	Electric Awning	\$10,373.00
418	Quic-Ladder Access Ladder	\$2,854.00
419	Air Horns with 2 foot switches	\$706.00
420	Additional Speaker	\$896.00
421	Howler	\$1,777.00
422	Q2B Siren	\$5,867.00
423	Chrome Bell with manual pull string	\$3,997.00
424	GTT Emitter Roof/remote mounted	\$7,781.00
425	Roto Ray Emergency Light	\$3,849.00
426	Mini Lightbar over crew cab Doors	\$5,685.00
427	3 Mini LED Light over each side cab door	\$1,779.00
428	Traffic Directing light bar "A"	\$2,085.00
429	Traffic Directing light bar "B"	\$3,726.00
430	Dual Traffic Advisor Lights	\$4,832.00
431	Inverter	\$4,089.00
432	Diesel 7.5 KW	\$20,672.00
433	Diesel 10 KW Generator w/ Monitor Package	\$27,397.00
434	Diesel 20 KW water cooled	\$32,068.00

435	Gas EM400 3.5	\$8,165.00
436	Gas 5.5 KW	\$10,257.00
437	Hydraulic 3.6 kw	\$16,862.00
438	Hydraulic 6 KW	\$26,000.00
439	Hydraulic 8 KW	\$29,355.00
440	Hydraulic 10 KW	\$30,410.00
441	Hydraulic 15 KW	\$47,675.00
442	Hydraulic 30 KW	\$58,881.00
443	PTO Drive 15 KW	\$23,638.00
444	PTO Drive 25 kw	\$25,491.00
445	PTO Drive 40 Kw	\$35,787.00
446	500 Watt Tripod Flood Light	\$3,422.00
447	750 Watt Flood Light w/ pole	\$3,699.00
448	1000 Watt Flood Light w/pole	\$3,028.00
449	1500 Watt Flood Light - recessed	\$3,032.00
450	120 volt LED visor light	\$3,404.00
451	750 Watt Visor light	\$3,567.00
452	120 volt 150 watt LED w/ pole	\$3,496.00
453	120 volt 150 watt LED recessed/flush mount	\$2,824.00
454	120 volt 150 watt LED Pedestal	\$3,631.00
455	Light Tower 9000 watt	\$35,905.00
456	Light Tower 6000 watt	\$27,898.00
457	Light Tower 3000 Watt	\$23,223.00
458	Light Tower 12 volt 4 - Lights	\$18,233.00
459	Electric Cord Reel with 200' of 10/3	\$5,437.00
460	Electric Cord Reel with 200' of 10/3 in Front Bumper	\$6,177.00
461	Electrical Receptacle duplex (per each) 15 or 20 amp	\$479.00
462	Electrical Receptacle 30 amp (per each)	\$589.00
463	Cascade - 6 - 6000 PSI UN	\$21,104.00
464	Breathing air compressor	\$103,812.00
465	Breathing air booster pump	\$15,355.00
466	Breathing air fill-frag station	\$19,641.00
467	High Pressure Breathing Air Reel (200' hose)	\$4,821.00
468	Tool air reel with 150' hose	\$3,628.00

469	Hydraulic Reel, 100' x .25" Hose	\$8,299.00
470	Hydraulics package (2 reels with 100' hoses and 2 connector 12' hoses	\$19,212.00
471	Hannay reel with 100' Core Tech hose	\$10,844.00
472	Rescue Bulkhead fittings	\$2,559.00
473	AC Power to Tip	\$9,346.00
474	Full Depth & Full Height Compartments	\$8,670.00
475	Quick lock waterway	\$7,091.00
476	Provide Breathing Air to Tip	\$19,114.00
477	Add PUC pump, tank and crosslay to Tiller	\$124,165.00
478	Provide Super Duty 100' Aerial Ladder, In Addition to Base Price	\$138,703.00
479	Pumper Style Body for Single Axle 75'	-\$10,889.00
480	Remote Tip Controls, Ladder	\$8,560.00
481	Aerial Control Wireless MUX Aerials	\$12,920.00
482	Lyfe Brackets 3 in 1	\$2,356.00
483	LED Emergency Light Package Upgrade	\$14,569.00
484	Two (2) Monitors with Platforms	\$30,092.00
485	Single VUM Monitor Valve	\$3,123.00
486	2- VUM Manual Monitor Valves	\$7,103.00
487	Stokes Brackets behind Boom	\$1,151.00
488	Enclosed Stokes Box	\$2,586.00
489	Collision Avoidance	\$11,995.00
490	Aerial warning lighting A	\$10,809.00
491	Aerial Warning Lighting B	\$14,895.00
492	LED Rung Lighting	\$10,491.00
493	High Flow Waterway	\$17,102.00
494	12 Volt LED Tracking/tip lights	\$6,989.00
495	Two-tone Cab paint	\$4,383.00
496	Undercoating, Cab & Body, Ziebart	\$1,919.00
497	E-Coat Under body Chassis	\$2,952.00
498	Corrosion Prevention Treatment, ECK, Dissimilar Metal	\$2,769.00
499	Painted Grill	\$2,096.00
500	Pump Panel Drawing	\$1,677.00
501	50' Snozzle - P-50	\$282,897.00

502	65' Snozzle HS-2 65'	\$310,605.00
503	Graphics upgrade 1	\$3,431.00
504	Graphics Upgrade 2	\$5,088.00
505	Graphics Upgrade 3	\$6,029.00
506	Graphics Upgraded 4	\$11,120.00
507	Extended Chassis Warranty (per year)	\$6,734.00
508	Extended Body Warranty (per year)	\$9,503.00
	Emergency Equipment Upfitting	
510	Responder Lighting Package	\$7,226.00
511	Squad Package	\$10,178.00
512	Commander Package	\$13,055.00
513	Arrestor Package	\$15,929.00
514	Director Package	\$19,275.00
515	Lieutenant Package	\$28,384.00
516	Chief's Package	\$35,529.00
517	Executive Package	\$36,732.00
518	Whelen Lighting and parts (Red 22 or PL 22.0)	0% off list
519	Havis (HS 22)	0% off list
520	ProGard (ProGard 2022 Catalog)	0% off list
521	Parts	0% off list
522	Major P. M. 500hour Chassis	\$3,208.00
523	Major P. M. w/ Transend	Deleted
524	Aerial Maintenance	\$2,851.00
525	ARFF Unit Annual Inspection	\$2,414.00
526	ARFF Minor Service	\$3,342.00
527	ARFF Major Service	\$4,678.00
528	HRET Upgrade - Attack master 3	Deleted
529	HRET Upgrade - Attack master 4	\$35,109.00
530	Foam System Maintenance Husky or similar (in shop)	\$595.00
531	Foam Testing ARFF	\$1,036.00
532	CAFS Service	\$457.00
533	Annual Pump Test (in shop)	\$572.00
534	Quantum Step Maintenance	\$506.00
535	Wheels off brake inspection - Single	\$404.00

536	Wheels off brake inspection - Tandem	\$625.00
537	A/C System Service	\$1,176.00
538	Power steering Flush	\$800.00
539	TAK4 Inspection	\$773.00
540	Husky/CAFS/Foam Service	\$1,928.00
541	Aerial Testing	\$2,189.00
542	Labor Rate, per hour	\$185.00
543	Each 150' Lengths of Utility Rope	\$353.00
544	150' life safety rope, at least 1/2" (12 mm) diameter meeting NFPA	\$386.00
545	150' Life Safety Rope, at least 5/8" (16 mm) diameter meeting NFPA	\$443.00
546	2.5 Gallon Water Extinguisher	\$224.00
547	Hose 1.75" x 50 Double Jacket with 1.50" couplings	\$359.00
548	Hose 2.50" x 50' Double Jacket with 2.50" Couplings	\$402.00
549	Hose 3.0" x 50' Double Jacket with 2.5" Couplings	\$466.00
550	4.00" x 100' Rubber Lined Hose	\$991.00
551	5.00" x 100' Rubber Lined Hose	\$1,094.00
552	Additional 10' Folding Ladder	\$707.00
553	Additional 14' Roof with Hooks	\$927.00
554	Air Bags - 56 Ton System	\$11,096.00
555	Thermal Imager Camera with charger	\$20,443.00
556	Combination Spanner Wrench with Bracket	\$240.00
557	Complete SCBA	\$13,076.00
558	Deck Gun with Tips, Manual	\$7,146.00
559	Deck Gun with Tips, Electric	\$13,378.00
560	1.5" Nozzle with shut-off	\$2,083.00
561	2.5" Nozzle with shut-off	\$2,317.00
562	Portable Monitor 2.5" Inlet	\$8,223.00
563	Each Approved Portable Fire Extinguisher: ABC	\$290.00
564	Each Approved Portable Fire Extinguisher: CO2	\$372.00
565	Each Hydrant Wrench Set	\$290.00
566	Each Portable Hand Light w/ Mounting Brackets	\$189.00
567	Each Scoop Shovel	\$137.00
568	First Aid Kit, 24 units, Fire Department Assortment	\$418.00
569	Little Giant Ladder	\$879.00

570	One Assorted Tool Box	\$728.00
571	One Hose Roller	\$534.00
572	One Pair of Bolt Cutters 24"	\$357.00
573	Cut-off Circular Saw	\$3,505.00
574	Chain Saw	\$2,978.00
575	Piston Intake	\$2,754.00
576	Rescue Tools - Power Unit, (2) Rams, Cutter, Spreader, Hoses	\$59,184.00
577	Silent Witness	\$1,896.00
578	Spare SCBA Bottles	\$2,063.00
579	Thermal Imager Camera System	\$43,497.00
580	Hose Clamp	\$796.00
581	Axe, Pick	\$189.00
582	Axe, Flat	\$183.00
583	PPV Fan, Gas	\$3,991.00
584	PPV Electric Fan	\$7,572.00
585	Poly mounts for tools, Rescue Equipment	\$1,701.00
586	380 Camera 8003040	\$13,043.00
587	380 Camera 8003030	\$15,269.00
588	Poly Console Box	\$2,552.00
589	Small poly console box	\$1,701.00
590	Pumper Custom Poly Mount Package	\$9,781.00
591	Aerial Custom Poly Mount Package	\$13,043.00
592	Rescue Custom Poly Mount Package	\$17,508.00
593	Engine Tunnel Custom Poly Console	\$2,268.00

Damon Dequenne, Assistant City Manager, stated staff is comfortable recommending all three recommendations for the intersection. He acknowledged concerns installing the refuge island and then possibly removing it, but noted the study is very comprehensive and could take more than a year to complete. He explained for the small expense of the refuge island, it might be in the best interest of the city to install it even if it would need to be removed as the time benefit would equal the investment.

A discussion ensued regarding the timeliness of the receiving the study and the benefit if installing the refuge island.

Council Member Jefferson amended his motion to include all three of staff recommendations and was seconded by Council Member Holmes.

Motion carried with the following:

Aye: Chairman Hudson, Committee Member Holmes, and Committee Member Jefferson

Absent: Committee Member Peters

Greg Ferguson, Deputy City Manager, provided an update regarding parking. He referred to a draft parking analysis performed by Kimley Horn noting there is a recommendation is to add some additional on street parking.

A thorough discussion ensued regarding future parking opportunities, pay parking, parking garage fees, and what next steps should be.

Council Member Jefferson stated he would like a discussion to take place in September or October regarding green space downtown.

ADJOURNMENT

There being no further business to come before the Committee, the meeting adjourned at 9:40 a.m.

Wesley Hudson, Chairman

Attest:

Sandra Keeney
City Clerk



City of High Point

Municipal Office Building
211 S. Hamilton Street
High Point, NC 27260

Master

File Number: 2023-394

File ID: 2023-394

Type: Miscellaneous Item

Status: To Be Introduced

Version: 1

Reference:

In Control: Finance Committee

File Created: 08/11/2023

File Name:

Final Action:

Title: Consideration of the Sale of 150 MW of Generation Capacity from N.C. Municipal Power Agency Number 1 (NCMPA1) to Central Electric Power Cooperative, Inc. (Central)
City Council is requested to approve the Purchase Power Agreement between NCMPA1 and Central, to consent to the transactions contemplated thereby, and to approve the Amendment Agreement No. 3 to Project Power Sales Agreement Catawba Nuclear Project, the Agreement Regarding the Sale and Purchase of Excess Participant's Share of Project Output, and the Ordinance attached hereto, and authorize the appropriate City officials and/or staff to prepare and execute all necessary documents. (Recommended for General Agenda by Finance Committee)

Notes:

Sponsors:

Enactment Date:

Attachments: ElectriCities - Central Electric Power Cooperative, Inc.

Enactment Number:

Contact Name:

Hearing Date:

Drafter Name: sandra.keeney@highpointnc.gov

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
---------------	--------------	-------	---------	----------	-----------	-----------------	---------

CITY OF HIGH POINT

AGENDA ITEM

TITLE: NC Municipal Power Agency Number 1 – Sale of 150MW	
FROM: Tyler Berrier, PE – Electric Utilities Director	MEETING DATE: August 21, 2023
PUBLIC HEARING: N/A	ADVERTISED DATE/BY: N/A
ATTACHMENTS: Power Purchase Agreement between NCMPA1 and Central Electric Power Cooperative, Inc. Amendment Agreement No. 3 to Project Power Sales Agreement Catawba Nuclear Project Agreement Regarding the Sale and Purchase of Excess Participant’s Share of Project Output Ordinance	

PURPOSE: Consider the sale of 150 MW of generation capacity from NC Municipal Power Agency Number 1 (“NCMPA1”) to Central Electric Power Cooperative, Inc. (“Central”).

BACKGROUND: Throughout the past several years, NCMPA1 staff has pursued the opportunity to diversify its wholesale generation mix and sell excess baseload. Preliminary economic analysis was presented to the NCMPA1 Board of Directors and ElectriCities Board of Directors by staff. NCMPA1 staff was directed to pursue a wholesale Purchase Power Agreement (“PPA”) with Central. On November 18, 2022, NCMPA1 and Central executed a letter of intent to pursue a PPA, and on June 5, 2023 NCMPA1 and Central executed a PPA for 150 MW of Catawba Nuclear Project (“Catawba”) entitlement.

Central would purchase 150 MW (18%) of NCMPA1’s Catawba output, structured as a PPA to mimic an outright ownership purchase. This would provide an 8-year (2024-2031) levelized capital payment of \$56M/yr. The capital cost component is based on risk-adjusted Combined Cycle Plant with a pass-through of Catawba operating costs. Also, 18% of NCMPA1’s Catawba operating costs will be passed through to Central. Central will pay 50% of any future carbon tax based on the assumption that the energy purchased came from a natural gas Combined Cycle plant. Additionally, Central buys-in to NCMPA1’s decommissioning fund and contributes at the same rate as NCMPA1 going forward.

BUDGET IMPACT: No impact for the current calendar year, however rate implications for the future years will have to be evaluated.

RECOMMENDATION/ACTION REQUESTED: Staff requests City Council’s consideration and approval of the PPA between NCMPA1 and Central, to consent to the transactions contemplated thereby, and to approve the Amendment Agreement No. 3 to Project Power Sales Agreement Catawba Nuclear Project, the Agreement Regarding the Sale and Purchase of Excess Participant’s Share of Project Output, and the ordinance attached hereto, and authorize the appropriate City officials and/or staff to prepare and execute all necessary documents.

EXECUTION VERSION

POWER PURCHASE AGREEMENT

BETWEEN

CENTRAL ELECTRIC POWER COOPERATIVE, INC.

AND

NORTH CAROLINA MUNICIPAL POWER AGENCY NUMBER 1

Dated as of June 5, 2023

EXECUTION VERSION

EXHIBIT 1 - MONTHLY CHARGES FORMULA METHODOLOGY

EXHIBIT 2 - FORM OF LEGAL OPINION AS TO SELLER

EXHIBIT 3 - FORM OF LEGAL OPINION AS TO PURCHASER

EXECUTION VERSION

POWER PURCHASE AGREEMENT

This Power Purchase Agreement is made and entered into as of the 5th day of June, 2023 (the "Effective Date"), by and between CENTRAL ELECTRIC POWER COOPERATIVE, INC., a not-for-profit generation and transmission cooperative organized under the laws of the State of South Carolina ("Purchaser"), and NORTH CAROLINA MUNICIPAL POWER AGENCY NUMBER 1, a public body and body corporate and politic organized under the law of the State of North Carolina ("Seller"). Purchaser and Seller are hereinafter each referred to individually as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, Seller has a 75% ownership interest in Catawba Unit 2, located at the two-unit nuclear energy generating facility in York County, South Carolina ("Catawba") that is operated by Duke Energy Carolinas, LLC ("Duke"); and,

WHEREAS, Seller is a party to the Interconnection Agreement which, among other things, provides Seller with certain Reliability Exchanges (as defined herein); and

WHEREAS, in accordance with the terms of the Reliability Exchanges, Seller is entitled to approximately 18.75% of the capacity and associated output from each of Catawba Unit 1 and Catawba Unit 2 and approximately 18.19% of the capacity and associated output from each of nuclear generating units known as McGuire Unit 1 and McGuire Unit 2; and

WHEREAS, Seller intends to sell to Purchaser and Purchaser intends to purchase from Seller nuclear capacity and energy associated with a portion of Seller's ownership and contractual interest in the Catawba Project, on terms and conditions that are mutually agreeable to the Parties.

NOW THEREFORE, for and in consideration of the mutual promises and agreements set forth herein and other good and valuable consideration, the receipt, sufficiency and adequacy of which are acknowledged hereby, Purchaser and Seller, each intending to be legally bound, hereby agree as follows:

ARTICLE 1
DEFINITIONS AND EXPLANATION OF TERMS

1.1 Definitions. When used in this Agreement, the following capitalized terms shall have the meanings set forth below:

- 1.1.1 “Additional Sale Notice” has the meaning given such term in Section 15.3.
- 1.1.2 “Agreement” means this Power Purchase Agreement, including all exhibits attached hereto and all amendments hereto that may be made from time to time.
- 1.1.3 “Bankruptcy” means, with respect to a Party, if the Party (1) is dissolved (other than pursuant to a consolidation, amalgamation or merger); (2) becomes insolvent or is unable to pay its debts or fails or admits in writing its inability generally to pay its debts as they become due; (3) makes a general assignment, arrangement or composition with or for the benefit of its creditors; (4)(A) institutes or has instituted against it, by a regulator, supervisor or any similar official with primary insolvency, rehabilitative or regulatory jurisdiction over it in the jurisdiction of its incorporation or organization or the jurisdiction of its head or home office, a proceeding seeking a judgment of insolvency or bankruptcy or any other relief under any Bankruptcy Law or insolvency law or other similar law affecting creditors’ rights, or a petition is presented for its winding-up or liquidation by it or such regulator, supervisor or similar official and the filing by such Party of an answer or pleading admitting or failing to contest the material allegations of any such petition, or (B) has instituted against it a proceeding seeking a judgment of insolvency or bankruptcy or any other relief under any bankruptcy or insolvency law or other similar law affecting creditors’ rights, or a petition is presented for its winding-up or liquidation, and such proceeding or petition is instituted or presented by a person or entity not described in clause (A) above and either (I) results in a judgment of insolvency or bankruptcy or the entry of an order for relief or the making of an order for its winding-up or liquidation or (II) is not dismissed, discharged, stayed or restrained in each case within 15 days of the institution or presentation thereof; (5) has a resolution passed for its winding-up, official management or liquidation (other than pursuant to a consolidation, amalgamation or merger); (6) seeks or becomes subject to the appointment of an administrator, provisional liquidator, conservator, receiver, trustee, custodian or other similar official for it or for all or substantially all its assets; (7) has a secured party take

EXECUTION VERSION

possession of all or substantially all its assets or has a distress, execution, attachment, sequestration or other legal process levied, enforced or sued on or against all or substantially all its assets and such secured party maintains possession, or any such process is not dismissed, discharged, stayed or restrained, in each case within 15 days thereafter; (8) causes or is subject to any event with respect to it which, under the applicable laws of any jurisdiction, has an analogous effect to any of the events specified in clauses (1) to (7) above (inclusive); or (9) takes any action in furtherance of, or indicating its consent to, approval of, or acquiescence in, any of the foregoing acts.

- 1.1.4 “Bankruptcy Law” means any applicable bankruptcy or insolvency statute.
- 1.1.5 “Business Day” means any day on which Federal Reserve Member Banks in New York, New York are open for business.
- 1.1.6 “Capacity” means electric capacity (expressed in kilowatts) and all related rights, benefits and credits associated with such electric capacity.
- 1.1.7 “Catawba Nuclear Station” means that certain nuclear power plant consisting of Unit 1, Unit 2, and station support facilities located in York County, South Carolina, approximately 19 miles southwest of Charlotte, North Carolina, and situated on a peninsula on the shores of Lake Wylie, as further described in Exhibit S-VI from NCMPA1’s Purchase, Construction, and Ownership Agreement.
- 1.1.8 “Catawba Owners” means, collectively, Duke and the entities that own portions of the Catawba Nuclear Station, namely the Seller, Piedmont Municipal Power Agency, and North Carolina Electric Membership Corporation.
- 1.1.9 “Catawba Project” means Seller’s ownership interest in Catawba Unit 2 and its contractual rights in and to the Reliability Exchanges.
- 1.1.10 “Catawba Project Operating Costs” has the meaning given such term in Section 4.2.3.
- 1.1.11 “Catawba Project Output” or “CPO” (as used in Section 4.1) means Seller’s actual entitlements to energy (in kilowatt hours) from the Catawba Project, as set forth in Sections 8.1 and 8.2 of the Interconnection Agreement.

EXECUTION VERSION

- 1.1.12 “Catawba Replacement Energy” means energy supplied by Duke to Seller pursuant to Section 8.1 of the Interconnection Agreement in lieu of a reduction in the net output of either Catawba Unit, as called for by Duke (i) for purposes of economic dispatch, (ii) to enhance system reliability, (iii) to meet valley load situations, or (iv) to satisfy system load or frequency regulation requirements.
- 1.1.13 “Catawba Unit 1” means the so designated nuclear generating unit located at the Catawba Nuclear Station.
- 1.1.14 “Catawba Unit 2” means the so designated nuclear generating unit located at the Catawba Nuclear Station.
- 1.1.15 “Charge for Capital Additions” has the meaning given such term in Section 4.2.2.
- 1.1.16 “Confidentiality Agreement” means the agreement among Seller, Purchaser and Duke described in Section 3.1.2.
- 1.1.17 “Contract Capacity” has the meaning given such term in Section 4.1.
- 1.1.18 “Contract Energy” means the energy from the Catawba Project that Seller agrees to deliver to the Delivery Point and sell to Purchaser and Purchaser agrees to receive as determined under Section 4.1.
- 1.1.19 “Contract Year” means the 12-month period commencing on January 1, 2024 and each 12-month period thereafter during the Initial Term or Extended Term of this Agreement.
- 1.1.20 “Credit Rating” means, with respect to any Person, the rating assigned to such Person’s unsecured, senior long-term debt obligations without the support of any third party credit enhancements by any Rating Agency or, if such Person does not have a rating for its senior unsecured long-term debt, then the rating then-assigned to such Person as an issuer, issuer default, or corporate rating by any Rating Agency. If such Person is rated by more than one of S&P, Fitch and Moody’s and such ratings are not equivalent, the lowest of the ratings shall determine the Credit Rating.
- 1.1.21 “Delivery Point(s)” means the point(s), defined in Article 2 of the Interconnection Agreement, at which Energy from the Catawba Nuclear Station and McGuire Nuclear Station is delivered to the Duke

EXECUTION VERSION

system transmission grid, namely where Duke's high voltage transmission lines connect with the steel frames of the Catawba Nuclear Station and the McGuire Nuclear Station switchyards, respectively.

- 1.1.22 "Dispute" has the meaning given such term in Article 16.
- 1.1.23 "Eastern Prevailing Time" or "EPT" means the time prevailing in the Eastern Time zone of the United States of America.
- 1.1.24 "Effective Date" means the date set forth in the preamble to this Agreement.
- 1.1.25 "Eligible Collateral" means cash or an unconditional Letter of Credit in a form reasonably acceptable to the other Party.
- 1.1.26 "Energy" means electric energy (expressed in kilowatt-hours).
- 1.1.27 "Environmental Attribute" means (a) any beneficial emissions, air quality or other environmental attribute, aspect, characteristic, claim, credit, benefit, reduction, offset or allowance, howsoever entitled or designated, resulting from, attributable to or associated with a zero emissions generation facility, which attribute shall be related to such facility's benefits to the environment and capable of being measured, verified or calculated and (b) the reporting rights related to any such attribute, aspect, characteristic, claim, credit, benefit, reduction, offset or allowance, including the right of a party to report the ownership thereof in compliance with federal or state law, if applicable, or otherwise to a federal or state agency or any other party, including under any present or future federal, state, or local law, regulation or bill, and international or foreign emissions trading program. Environmental Attributes include, but are not limited to, carbon credits, portfolio credits, zero emissions credits or certificates, emissions reduction credits, emissions allowances, green tags, tradable credits, emissions reductions, environmental air quality credits, federal, state, and local tax credits, grants or other tax incentives associated with the ownership or generation of Catawba and emissions reduction credits, offsets, and allowances, howsoever entitled, resulting from the avoidance of the emission of any gas, chemical, or other substance attributable to the generation of energy by a zero emissions facility, and include, without limitation, any of the same arising out of legislation or regulation concerned with oxides of nitrogen, sulfur, or carbon, with particulate matter, soot, or mercury, or implementing an international

EXECUTION VERSION

convention or protocol, or laws or regulations involving or administered by the Clean Air Markets Division of the Environmental Protection Agency or successor administrator, and any other reward or incentive given for the use and/or generation of Energy by a zero emissions facility. Environmental Attributes includes any other environmental credits or benefits recognized in the future and attributable to energy generated by a zero emissions facility. Environmental Attributes may be associated with Contract Energy, Contract Capacity, or both.

- 1.1.28 “Event of Default” has the meaning given such term in Section 11.1.
- 1.1.29 “Existing Plant Capacity Rate” has the meaning given such term in Section 4.2.1.
- 1.1.30 “Extended Term” has the meaning set forth in Section 2.2.
- 1.1.31 “Facilities Study” means an engineering study conducted by the Transmission Provider to determine the modifications to the Transmission Provider’s transmission system, including the costs and scheduled completion dates for such modifications, if any, that will be required for Firm Transmission Service.
- 1.1.32 “FERC” means the Federal Energy Regulatory Commission or any successor Governmental Body exercising the same or equivalent jurisdiction.
- 1.1.33 “Firm Transmission Service” means (a) electric transmission service designated firm under the open access transmission tariff of a Transmission Provider having an open access transmission tariff, or (b) if purchased from a Transmission Provider that does not have an open access transmission tariff, electric transmission service sold by such Transmission Provider as firm transmission service and generally considered, pursuant to Prudent Utility Practice and NERC requirements, to be substantially equivalent to the firm transmission service referenced in section (a) of this definition, for each Wheel from the Delivery Point to the transmission system providing service to the Purchaser.
- 1.1.34 “Fitch” means Fitch Ratings, Ltd., or its successor; provided that, if Fitch ceases to exist or publish ratings, Fitch shall mean a nationally recognized statistical rating organization of similar standing

EXECUTION VERSION

mutually agreed upon by the Parties, which agreement will not be unreasonably withheld or delayed.

- 1.1.35 “Force Majeure” means any cause beyond the control of the Party affected and which with reasonable efforts the Party affected is unable to overcome. Provided that an event or circumstance meets the foregoing criteria, Force Majeure may include the following: acts of God; fire, flood, drought, landslide, lightning, earthquake, hurricane, volcanic eruption or tornado; famine, epidemic or quarantine; strike, lockout or other labor difficulty (but only to the extent the cause of such strike, lockout or other labor difficulty is regional or national in scope or is industry-wide and not specific to the Party claiming Force Majeure); delays caused by public bidding requirements; theft; casualty; accident; inability to obtain from any source goods, labor, equipment, information or drawings, machinery, supplies, energy, fuel, materials or rolling stock; embargo; injunction; war; civil disturbance; explosion; acts of public enemies; sabotage; or invasion.

Force Majeure shall not include (i) the inability for any reason to make payments hereunder; (ii) changes in market conditions that affect the cost or availability of supply of goods or services, (iii) changes in market conditions that affect the price of the Contract Energy or Contract Capacity, or (iv) performance, non-performance or events experienced by a contractor or subcontractor or supplier (including Operator) of any goods or services to either Party to the extent such performance, non-performance or events do not constitute Force Majeure with respect to such Party.

- 1.1.36 “Governmental Body” means any federal, state, local, municipal or other government; any governmental, regulatory or administrative agency, commission or other authority lawfully exercising or entitled to exercise any administrative, executive, judicial, legislative, police, regulatory or taxing authority or power; any court or governmental tribunal and any RTO, or any other entity, having control over the security and reliability of the Grid; FERC, NRC, NERC, and SERC; provided, however, that Governmental Body shall not include any agency, court, commission, department or other such entity acting in its capacity as lender, guarantor, or mortgagee.

- 1.1.37 “Grid” means (i) at the time of this Agreement, the electric transmission system providing service to the Purchaser, or (ii) the third-party electric transmission systems that Wheel Purchaser’s energy from the Catawba Project, or (iii) if ownership or control of and jurisdiction

EXECUTION VERSION

over the electric transmission system providing service to the Purchaser or any such third party's electric transmission system is succeeded to by an RTO or other entity, the transmission system of that RTO or other successor entity.

- 1.1.38 "Imbalance" has the meaning given such term in Section 4.3.
- 1.1.39 "Indemnified Parties" has the meaning given such term in Article 14.
- 1.1.40 "Indemnifying Party" has the meaning given such term in Article 14.
- 1.1.41 "Initial Term" has the meaning set forth in Section 2.2.
- 1.1.42 "Interconnection Agreement" means that certain "Restated Interconnection Agreement" for the Catawba Nuclear Station between Duke and Seller, dated June 21, 1982, as amended.
- 1.1.43 "Investment Grade Credit Rating" means, with respect to any Party: (i) If such Party has a Credit Rating from a Rating Agency (but only one Rating Agency), such Party has a Credit Rating of at least "BBB+" from S&P or Fitch or at least "Baa1" from Moody's, as applicable; (ii) If such Party has a Credit Rating from more than one Rating Agency, the lowest of such Credit Ratings from the Rating Agencies is at least "BBB+" from S&P or Fitch or "Baa1" from Moody's, as applicable.
- 1.1.44 "kW" means kilowatt.
- 1.1.45 "kWh" means kilowatt-hour.
- 1.1.46 "Law" means any constitution, charter, act, statute, law, ordinance, code, rule, regulation or other applicable legislative or administrative action of any Governmental Body or any judicial or administrative interpretation thereof.
- 1.1.47 "Letter(s) of Credit" means one or more irrevocable, transferable standby letters of credit in a form acceptable to the Party in whose favor the letter of credit is issued and supported by a commercial bank or trust company organized under the laws of the United States or a political subdivision thereof, with (i) a credit rating of at least "A-" by S&P or Fitch and "A3" by Moody's; and (ii) having a capital and surplus of at least \$1,000,000,000.

EXECUTION VERSION

- 1.1.48 “Material Adverse Change” means, with respect to any entity: (i) such entity does not have an Investment Grade Credit Rating (including if an entity’s only Credit Rating is suspended); or (ii) such entity does not have a Credit Rating from any Rating Agency.
- 1.1.49 “McGuire Nuclear Station” means that certain nuclear power plant consisting of Unit 1, Unit 2, and station support facilities located in Mecklenburg County, North Carolina, approximately 17 miles north of Charlotte, North Carolina, and situated on the shores of Lake Norman.
- 1.1.50 “McGuire Unit 1” means the so designated nuclear generating unit located at the McGuire Nuclear Station.
- 1.1.51 “McGuire Unit 2” means the so designated nuclear generating unit located at the McGuire Nuclear Station.
- 1.1.52 “McGuire Replacement Energy” means energy supplied by Duke to Seller pursuant to Section 8.2 of the Interconnection Agreement in lieu of a reduction in the net output of either McGuire Unit, as called for by Duke (i) for purposes of economic dispatch, (ii) to enhance system reliability, (iii) to meet valley load situations, or (iv) to satisfy system load or frequency regulation requirements.
- 1.1.53 “Month” or “month” means the period beginning HE 0100 EPT of the first day of each calendar month and ending at the beginning of the same hour of the first day of the next succeeding calendar month during the Initial Term or Extended Term (as applicable) of this Agreement.
- 1.1.54 “Monthly Capacity Rate” has the meaning given such term in Section 4.2.1.
- 1.1.55 “Moody’s” means Moody’s Investor Services, Inc. or its successor; provided that, if Moody’s ceases to exist or publish ratings, Moody’s shall mean a nationally recognized statistical rating organization of similar standing mutually agreed upon by the Parties, which agreement will not be unreasonably withheld or delayed.
- 1.1.56 “Municipalities’ Consent” means the unanimous consent to, and approval of, (i) the consummation of the transactions contemplated by this Agreement (as the same may be amended by the Parties), and (ii) such other documents or agreements as may be necessary to effect

EXECUTION VERSION

or implement this Agreement, from each Participant, in form and substance reasonably satisfactory to Purchaser and Seller.

- 1.1.57 “MW” means megawatt.
- 1.1.58 “MWh” means megawatt-hour.
- 1.1.59 “NERC” means the North American Electric Reliability Corporation or successor organization.
- 1.1.60 “Non-Performing Party” has the meaning given such term in Section 10.1.
- 1.1.61 “Notice of Intent to Terminate” has the meaning given such term in Section 11.2.1.
- 1.1.62 “Notice of Interest” has the meaning given such term in Section 4.4.1.
- 1.1.63 “NRC” means the Nuclear Regulatory Commission or successor organization.
- 1.1.64 “Operating and Fuel Agreement” means that certain “Restated Operating and Fuel Agreement” for the Catawba Nuclear Station between Duke and Seller, dated June 21, 1982, as amended.
- 1.1.65 “Operating Committee” has the meaning set forth in Section 5.5.
- 1.1.66 “Operating Procedure” means the implementation and operating guide for this Agreement that details, among other things, the forecast and monitoring of Contract Energy, implementing and monitoring dynamic or block schedules, calculation and settlement of Imbalance, and re-marketing of Contract Energy, as initially established pursuant to Section 5.5, and as may be updated from time-to-time with the consent of both Parties.
- 1.1.67 “Operator” means the entity responsible for the operation, maintenance, and fueling of the Units, which, as of the Effective Date of this Agreement, is Duke.
- 1.1.68 “Output” or “output” has the meaning given such term in Section 7.2.

EXECUTION VERSION

- 1.1.69 “Participant(s)” means each of the cities and towns that have executed and are parties to a Project Power Sales Agreement with Seller as of the Effective Date.
- 1.1.70 “Parties” has the meaning given such term in the first paragraph of this Agreement.
- 1.1.71 “Person” means any individual, partnership, corporation, Limited Liability Company, association, business, trust, Governmental Body or other entity.
- 1.1.72 “Prime Rate” means the prime rate of interest as published from time to time in the Wall Street Journal or comparable successor publication. The Prime Rate shall be calculated on the basis of a 365-day year for the actual number of days applicable to a payment, reimbursement or adjustment.
- 1.1.73 “Project Agreements” means, collectively, the Interconnection Agreement, NCMPA1’s Purchase, Construction, and Ownership Agreement, the Operating and Fuel Agreement, and the Purchase, Construction, and Ownership Agreement.
- 1.1.74 “Project Power Sales Agreement(s)” means, either individually or collectively, the Project Power Sales Agreements related to the Catawba Nuclear Project between Seller and each Participant, entered into in 1978, as amended.
- 1.1.75 “Proportionate Share” means, in any given Contract Year, (i) for the Purchaser, the ratio that Contract Capacity bears to the Seller’s Retained Capacity as of the Effective Date of this Agreement, and (ii) for the Seller, the remaining share.
- 1.1.76 “Prudent Utility Practice” means any of the practices, methods and acts engaged in, or approved by, a significant portion of the nuclear electric utility industry in the United States operating facilities of a size and technology similar to the Catawba Project during the relevant time period, which, in the exercise of reasonable judgment in light of the facts known, or that reasonably should have been known, at the time the decision was made, would have been expected to accomplish the desired result at a reasonable cost consistent with applicable Laws, reliability, safety and expedition. Prudent Utility Practice is not intended to be limited to the optimum practice, method or act to the exclusion of all others, but rather to be acceptable practices,

EXECUTION VERSION

methods and acts generally accepted in the United States and having due regard for current editions of the National Electrical Safety Code, the National Electric Code, Nuclear Regulatory Commission, NRC and other applicable electrical, safety and maintenance codes and standards, manufacturers' warranties and applicable Laws.

- 1.1.77 "Purchase, Construction, and Ownership Agreement" means that certain "Restated Purchase, Construction, and Ownership Agreement" for the Catawba Nuclear Station between Duke and Seller, dated June 21, 1982, as amended.
- 1.1.78 "Purchaser" has the meaning given such term in the first paragraph of this Agreement.
- 1.1.79 "Purchaser's Ratio" has the meaning given such term in Section 4.1.
- 1.1.80 "Rating Agency" means any of S&P, Moody's, or Fitch.
- 1.1.81 "Reliability Exchanges" means the exchange provisions involving Catawba Unit 1 and the McGuire Nuclear Station described in Article 5 of the Interconnection Agreement.
- 1.1.82 "Retained Capacity" means the 831,461 kW of capacity in the Catawba Project to which the Seller is entitled under Article 6 of the Interconnection Agreement as of the Effective Date.
- 1.1.83 "RTO" means any FERC-approved organization or entity that governs, controls or administers transmission access and related functions of Purchaser and Seller pursuant to the rules, concepts and specifications contained in FERC Order 2000 and related orders.
- 1.1.84 "S&P" means the Standard & Poor's Rating Group (a division of McGraw-Hill, Inc.) or its successor; provided that, if S&P ceases to exist or publish ratings, S&P shall mean a nationally recognized statistical rating organization of similar standing mutually agreed upon by the Parties, which agreement will not be unreasonably withheld or delayed.
- 1.1.85 "Scheduled Maintenance" means the removal of one or more Units that comprise the Catawba Project or a component thereof from service (which removal reduces the capability of the one or more Units to operate) to perform maintenance, overhaul, inspection, testing or repair work, as contemplated in Section 5.3.

EXECUTION VERSION

- 1.1.86 "Seller" has the meaning given such term in the first paragraph of this Agreement.
- 1.1.87 "SERC" means the SERC Reliability Corporation.
- 1.1.88 "Short-term Transactions" means a sale of Contract Energy in the physical forward markets on a duration basis of less than twelve (12) Months.
- 1.1.89 "Transmission Provider" means any Person, including an RTO, providing transmission services for the delivery of Contract Energy from the Delivery Point to the point of receipt on the transmission system providing service to the Purchaser.
- 1.1.90 "Unit" or "Units" means individually, or collectively, Catawba Unit 1, Catawba Unit 2, McGuire Unit 1, or McGuire Unit 2.
- 1.1.91 "Uprate Project" has the meaning given such term in Section 4.4.1
- 1.1.92 "Wheel" means the movement of energy across the transmission system of another entity.

1.2 Rules of Construction. In this Agreement, unless the context otherwise requires, the singular shall include the plural, the masculine shall include the feminine and neuter, and vice versa. The terms "include," "includes" and "including" shall be deemed to be followed by the words "without limitation." The term "month" refers to a calendar month. References to Exhibit shall be references to an Exhibit to this Agreement unless specifically stated otherwise. A reference to a given agreement or instrument shall be a reference to that agreement or instrument as modified, amended, supplemented and restated through the date as of which such reference is made. A reference to any Person includes reference to its successor or permitted assignee. The term "or" is not exclusive, the terms "shall" and "will" are mandatory and the term "may" is permissive. In the event that any index or publication referenced in this Agreement ceases to be published, each such reference shall be deemed to be a reference to a successor or alternate index or publication reasonably agreed by the Parties. Both Parties acknowledge that each was actively involved in the negotiation and drafting of this Agreement and that no law or rule of construction shall be raised or used in which the provisions of this Agreement shall be construed in favor of or against either Party because one is deemed to be the author thereof.

1.3 Consents. Whenever the consent or approval of either Party is required under this Agreement, such consent or approval shall not be unreasonably withheld, unless this Agreement provides that such consent or approval is to be given by such Party at its sole or absolute discretion

EXECUTION VERSION

or is otherwise qualified.

ARTICLE 2 TERM OF AGREEMENT

2.1 Term of Agreement. This Agreement will become effective upon execution by representatives of each Party duly empowered and authorized to so execute and will continue in effect, unless terminated pursuant to the provisions of Article 11 below, through the expiration of the Catawba Nuclear Station's NRC operating license, as it may be extended by the NRC.

2.2 Initial and Extended Terms. The "Initial Term" shall commence on January 1, 2024, and continue in effect through December 5, 2043, the currently scheduled expiration date of the Catawba Nuclear Station's NRC operating license. The "Extended Term," if any, shall commence beginning on December 6, 2043 and will continue through the dates of any extension that the NRC may grant to the Catawba Nuclear Station NRC operating license (e.g., through 2063 in the case of a 20-year extension).

2.3 Survival. Applicable provisions of this Agreement shall continue in effect after termination to the extent necessary to satisfy the terms and conditions of this Agreement and, as applicable, to provide for: final billings and adjustments related to the period prior to termination, repayment of any money due and owing either Party pursuant to this Agreement and the indemnifications specified in this Agreement.

ARTICLE 3 CONDITIONS PRECEDENT

3.1 Notwithstanding any provisions of this Agreement to the contrary, the following shall be conditions precedent to the Parties' respective obligations set forth in this Agreement.

3.1.1 Firm Transmission Service. Purchaser shall exercise commercially reasonable efforts to negotiate agreements for Firm Transmission Service in accordance with Prudent Utility Practice. If the Purchaser fails to enter into the necessary agreements for Firm Transmission Service on terms and conditions reasonably satisfactory to Purchaser by December 1, 2023, or such other date to which the Parties may mutually agree, Purchaser may terminate this Agreement and such termination shall be without liability to either Party arising from such termination.

3.1.2 Confidentiality Agreement with Duke. The Parties hereto, the Purchaser's scheduling agent, and Duke, on or before December 1, 2023, shall execute an agreement permitting Seller to share with Purchaser and its scheduling agent confidential information

EXECUTION VERSION

provided to Seller by Duke, or developed by Seller from confidential information provided to Seller by Duke, related to the Catawba Nuclear Station and/or its operations (the "Confidentiality Agreement"). Seller and Purchaser shall exercise commercially reasonable efforts to enter into such an agreement. This Agreement, and the Parties' obligations hereunder, will terminate automatically without further action by either Party if the Confidentiality Agreement is not executed by December 1, 2023 or such other date to which the Parties may mutually agree.

3.1.3 Municipalities' Consent. Seller shall use commercially reasonable efforts to obtain the Municipalities' Consent, on or before September 1, 2023, or such other date as the Parties may agree, and the Municipalities' Consent shall be in full force and effect, and shall not have been reversed, stayed, enjoined, set aside, annulled or suspended. Either Party may terminate this Agreement if the Municipalities' Consent is not in full force and effect on or before September 1, 2023, or such other date to which the Parties may mutually agree, and such termination shall be without liability to either Party arising from such termination.

3.1.4 Amendment to Project Power Sales Agreements. Seller shall use commercially reasonable efforts to enter into an amendment to each of its Project Power Sales Agreements with each Participant on or before September 1, 2023, or such other date as the Parties may agree, that reflects and gives effect to the terms of this Agreement with Purchaser. Either Party may terminate this Agreement if such amendments to the Project Power Sales Agreements have not been executed on or before September 1, 2023, or such other date as the Parties may agree, and such termination shall be without liability to either Party arising from such termination.

3.1.5 Bond Resolution Requirement. Seller shall use commercially reasonable efforts to obtain advice or confirmation, whether published, informal, private or confidential, from each Rating Agency currently rating any bonds outstanding under the Bond Resolution adopted by the Seller's Board of Commissioners on November 16, 1978, as supplemented and amended (unless in any case such Rating Agency advises Seller that it does not provide the same in the ordinary course of business) to the effect that such same rating will not be downgraded as a result of Seller entering into this Agreement with Purchaser. Either Party may terminate this Agreement if Seller has not obtained such advice or confirmation (or has not received advice that the Rating Agency does not provide such advice or confirmation) on or before September 1, 2023, or such other date as the Parties may agree, and such termination shall be without liability to either Party arising from such termination.

3.1.6 Legal Opinions. Purchaser and Seller shall have received opinions of legal counsel to the other Party executed simultaneously with this Agreement substantially in the form of Exhibits 2 and 3.

ARTICLE 4 SALE AND PURCHASE

4.1 Quantities of Contract Capacity and Contract Energy. Subject to the terms and conditions of this Agreement, Seller agrees to deliver and sell to Purchaser and Purchaser agrees to receive and purchase from Seller "Contract Capacity" and "Contract Energy" in the amounts and according to the following:

Contract Capacity: 150 MW

Contract Energy: (150,000 kW/831,461 kW) ("Purchaser's Ratio") X CPO

For purposes of computing Contract Energy, "CPO" is Seller's Catawba Project Output in any given hour, including Catawba Replacement Energy and McGuire Replacement Energy, and "831,461 kW" is Seller's Retained Capacity as of the Effective Date. With the exception of changes that may be required by the provisions of Section 4.4.3, Purchaser's Ratio will not change after the Effective Date.

- 4.1.1 Extended Term. If there is an Extended Term, as provided in Section 2.2 of this Agreement, Contract Capacity will, unless otherwise agreed by the Parties pursuant to Section 4.4, remain at 150,000 kW and Contract Energy will remain at Purchaser's Ratio X CPO.
- 4.1.2 Obligation to Supply and Receive. Except as otherwise permitted in this Agreement, during the Initial Term and an Extended Term, if any, the Seller shall make available to Purchaser the Contract Capacity and deliver to the Delivery Point the Contract Energy. Purchaser shall accept and receive, or cause to be accepted and received the Contract Energy at the Delivery Point for the account of Purchaser.
- 4.1.3 Allocation of Additional Rights and Obligations. Purchaser shall be entitled to and shall receive its Proportionate Share of all financial adjustments, proceeds, credits, rebates or similar benefits received by Seller related to its ownership in the Catawba Project, including rights provided in the Project Agreements, Environmental Attributes and any other attribute conferring a financial benefit to Purchaser as a result of the Catawba Nuclear Station's existence as a nuclear facility. Purchaser shall be responsible for payment of its Proportionate Share of all costs, surcharges, fees, fines, penalties, taxes or similar obligations of Seller relative to its ownership in the Catawba Project, as set forth in Section 4.2 of this Agreement, except that Purchaser shall not be responsible for fines or penalties levied as a result of the negligence or willful misconduct of Seller.

EXECUTION VERSION

4.2 Charges for Contract Capacity and Contract Energy. The charges for Contract Capacity and Contract Energy in each Month of any Contract Year will consist of the Charge for Contract Capacity, the Charge for Capital Additions, the Charge for Catawba Project Operating Costs, and excise taxes or any subsequent or replacement taxes paid to the State of South Carolina related to sales of Contract Energy. Exhibit 1 to this Agreement summarizes the charges for Contract Capacity and Contract Energy and the formulaic methodology that will be used to compute monthly charges for the various charge components is set forth below (and in Exhibits 1.1, 1.2, and 1.3).

4.2.1 Charge for Contract Capacity. The Charge for Contract Capacity will be equal to the Contract Capacity in kW multiplied by the Monthly Capacity Rate. The "Monthly Capacity Rate" will be equal to the Existing Plant Capacity Rate (as defined below) divided by 12. The "Existing Plant Capacity Rate" for Contract Years 2024 through 2031 will be expressed on a \$/kW-year, and calculated in accordance with Exhibit 1.1. The Existing Plant Capacity Rate during the remainder of the Initial Term and the Extended Term, if any, will be \$0/kW-year.

4.2.2 Charge for Capital Additions. The Charge for Capital Additions in any given Month of a Contract year shall be Purchaser's Ratio of Seller's Catawba Project direct and indirect capital additions and associated fees billed to Seller by Duke for such Month pursuant to the Operating and Fuel Agreement, calculated in accordance with Exhibit 1.2 of this Agreement.

4.2.3 Charge for Catawba Project Operating Costs. The Charge for Catawba Project Operating Costs in any given Month of a Contract Year shall be the sum of the following (i) Purchaser's Ratio of Seller's Catawba Project non-fuel direct and indirect operating and maintenance expenses and associated operating fees billed to Seller by Duke for such Month pursuant to the Operating and Fuel Agreement, (ii) Purchaser's Ratio of Seller's Catawba Project related administrative and general expenses for such Month, (iii) Purchaser's Ratio of one-twelfth (1/12) of Seller's annual property taxes associated with the Catawba Project, (iv) Purchaser's Ratio of Seller's decommissioning cost accruals for such Month, (v) Purchaser's Ratio of Seller's Catawba nuclear fuel amortization expenses for such Month, (vi) Purchaser's Ratio of Seller's Catawba Replacement Energy and McGuire Replacement Energy charges, if any, and (vii) Purchaser's Ratio of Seller's McGuire Reliability Exchange capacity and net energy charges for such Month pursuant to Sections 5.3 and Article 8 of the Interconnection Agreement, respectively, all calculated in accordance with Exhibit 1.3 of this Agreement.

EXECUTION VERSION

- 4.2.4 South Carolina Excise and Other Taxes. For any given Month, Seller shall pass through to Purchaser Seller's electric power excise tax obligation associated with the Contract Energy actually delivered to the Delivery Point under this Agreement, which is billed on a cents/kWh of electric power sold for resale within South Carolina (i.e., Contract Energy), or any additional, subsequent, or successor tax that is levied by South Carolina on the sale of electric power sold for resale within the state and applicable to the Contract Energy actually delivered to the Delivery Point. Seller shall also pass through to Purchaser all taxes as required under Article 26 herein.
- 4.2.5 Partial Months. For any partial Month, the charge for Contract Capacity shall equal the amount determined pursuant to the formulaic methodology set forth in Section 4.2.1 above multiplied by a fraction, the numerator of which is the number of days of such partial Month within the Contract Year, and the denominator of which is the total number of days in such Month. The charge associated with all non-energy-related Purchaser's Proportionate Share of the Seller's Catawba Project Operating Costs will follow the same pro-rata partial month apportionment. Energy-related charges for Contract Energy (that include Catawba nuclear fuel amortization expense, Catawba Replacement Energy and McGuire Replacement Energy charges, and McGuire Reliability Exchange net energy charges) for partial Months will be based upon (and limited to) the Contract Energy actually delivered during the days of such partial Month in which Contract Energy was delivered. Notwithstanding the provisions of Article 10 herein, the payments for Contract Capacity and Purchaser's Proportionate Share of the Seller's Catawba Project Operating Costs shall be made by Purchaser during all Months of the Initial Term and any Extended Term(s).
- 4.2.6 Liability for Negligence or Willful Misconduct of Seller. Notwithstanding any other provision of this Agreement, Purchaser shall not be liable for any costs or losses incurred due to the negligence or willful misconduct of Seller. If Purchaser incurs costs or losses from the negligence of Seller, Seller shall credit the amount of such costs or losses to Purchaser pursuant to Section 8.2. In no event shall such credit exceed direct replacement energy costs incurred by Purchaser.
- 4.2.7 Liability for Negligence or Willful Misconduct of Third Parties. Notwithstanding any other provision of this Agreement, Seller shall not be responsible for the losses of Purchaser due to negligence or willful misconduct by third parties except that, if Purchaser incurs losses due to negligence or willful misconduct of Operator or another third party, Seller shall credit Purchaser to the extent that Seller recovers all or a portion of

EXECUTION VERSION

such losses from Operator or third party. In such event, Seller shall include a credit equal to Purchaser's Ratio of such recovery in the next ensuing monthly invoice after the recovery.

4.3 Dispatch and Scheduling. Pursuant to the Interconnection Agreement, Duke has sole responsibility for the scheduling and dispatching of the available capacity of the Catawba (and McGuire) Units. Duke is obligated to schedule and dispatch the Catawba (and McGuire) Units in accordance with Duke's standard scheduling and dispatching procedures to serve the combined loads of Duke and the other Catawba Owners. Seller will provide forecasts of its Catawba Project Output for the purpose of Purchaser developing Contract Energy schedules, and will commit to keeping Purchaser abreast of the real-time status of the Units, along with their planned/scheduled outages as described in the Operating Procedure. Purchaser acknowledges that Seller relies upon Operator to develop and communicate to the Catawba Owners such forecasts.

Purchaser will be responsible for taking delivery of the Contract Energy at the Delivery Point(s) and scheduling the Contract Energy from the Delivery Point(s). To the extent Purchaser is able to make appropriate arrangements with the Transmission Providers, Purchaser will take delivery through a dynamic schedule. Purchaser is responsible for all tagging requirements associated with the Contract Energy schedules, including compliance with all applicable NERC and NAESB standards. If, and to the extent that, any scheduling estimations, limitations or restrictions result in a difference between the actual amount of Contract Energy available in an hour and the amount of energy that is actually provided to, or for the account of, the Purchaser in that hour (the "Imbalance"), such Imbalance shall be settled as between the Purchaser and the Seller. The charge or credit for Imbalance in any given month will be based upon the Generation Imbalance (Schedule 13) charges or credits attributable to Purchaser's Contract Energy incurred by Seller pursuant to its Service Agreement for Network Integration Transmission Service with its Transmission Provider, as described in the Operating Procedure.

4.4 Power Uprates.

4.4.1 Seller shall notify Purchaser, within thirty (30) days of Seller's receipt of notice from Operator, that Operator is considering making Capital Additions to either of the Catawba Units which may increase the Catawba Project Output ("Uprate Project"). Within ninety (90) days of Purchaser's receipt of such notice, Purchaser shall notify Seller that Purchaser is either interested in participating in the Uprate Project ("Notice of Interest") or is not interested in participating in the Uprate Project. If Purchaser provides Seller a Notice of Interest, within 5 months after the date of the Notice of Interest, Purchaser shall either confirm its intent to participate or withdraw from the Uprate Project.

4.4.2 If Purchaser confirms its intent to participate in an Uprate Project, the Purchaser's Ratio would remain unchanged, and Contract Energy would increase proportionately in connection with the Uprate Project (i.e., no amendments to this Agreement would be necessary).

EXECUTION VERSION

4.4.3. If Purchaser declines to participate in such Uprate Project and Seller participates in the Uprate Project, the Parties will amend this Agreement in a manner such that (i) Purchaser is not responsible for the Capital Additions cost associated with the Uprate Project, and (ii) once the Uprate Project is completed, the Purchaser's Ratio would be reduced, as appropriate, recognizing the estimated increase in the Catawba Project Output as a result of the Uprate Project. If Seller and Purchaser are unable to reach an agreement regarding an amendment to this Agreement, the parties shall resolve such dispute in accordance with to the dispute resolution procedures in Article 16 to effect the foregoing intent. Notwithstanding the foregoing provisions relating to Purchaser's right to participate or not participate in an Uprate Project, Seller is under no obligation to approve such Uprate Project under the Operating and Fuel Agreement. If Seller does not approve such Uprate Project under the Operating and Fuel Agreement, Purchaser will have no rights with respect to energy or capacity from the Uprate Project.

4.5 Re-marketing of Contract Energy by Seller. If requested by Purchaser in accordance with the terms relating to re-marketing of Contract Energy by Seller set forth in the Operating Procedure, Seller will make commercially reasonable efforts to re-market Contract Energy on Purchaser's behalf in Short-term Transactions in a manner that is reasonably expected to result in no financial detriment to Seller. The determination of the existence or expectation of financial detriment to Seller shall be made by Seller in its sole discretion. If Purchaser requests Seller to re-market Contract Energy, Purchaser will inform Seller of the applicable re-marketing period and appropriately adjust all Contract Energy delivery schedules during the applicable period. Revenues due to Purchaser derived from such Short-term Transactions will be credited to the account of Purchaser on the next ensuing monthly invoice, as shown on Exhibit 1.

Purchaser reserves the right to re-market Contract Energy on its own or through a third party so long as such re-marketing does not violate any covenants or conditions of this Agreement. Any costs, fees or penalties incurred by Purchaser, or a third party acting on Purchaser's behalf, associated with Purchaser's decision to re-market Contract Energy will be the sole responsibility of Purchaser.

4.6 Contract Energy Statement. Concurrently with the issuance of each monthly invoice by Seller, Seller shall submit to Purchaser a statement setting forth in reasonable detail the quantity of Contract Energy actually delivered to Purchaser from the Catawba Project as described in the Operating Procedure. Purchaser acknowledges that Seller relies upon Operator to develop and communicate to the Catawba Owners such information.

4.7. No Adverse Distinction. During the term of this Agreement, Seller shall exercise any rights it has under the Project Agreements to avoid any adverse distinction made by Duke (or any future operator of the Catawba Project) between dispatch of the Catawba Project and any other assets Duke (or a future operator) holds. Additionally, when Duke supplies Seller Catawba Replacement Energy or McGuire Replacement Energy, Seller shall not distinguish between

EXECUTION VERSION

Purchaser and any of Seller's other customers when delivering such Catawba Replacement Energy and McGuire Replacement Energy.

ARTICLE 5 COMMUNICATION, SCHEDULED MAINTENANCE, CATAWBA COST PROJECTIONS, AND OPERATING COMMITTEE

5.1 Communication. Purchaser and Seller shall follow the procedures for notice and communication of energy delivery and transmission issues described in the Operating Procedure.

5.2 Recording. The Parties hereby consent to the recording of all conversations on the telephone lines used for communicating scheduling of Contract Energy and related notices and instructions in accordance with customary industry practice. The contents of such recordings shall be definitive, except in the case of manifest error.

5.3 Scheduled Maintenance. Prior to September 1st of each Contract Year, the Seller shall provide Purchaser with a schedule indicating the Operator's target dates and durations of planned maintenance outages of the Units for the following calendar year and beyond (extending as many years as the Operator has provided). Thereafter, the Seller shall provide Purchaser with as much notice as practicable should changes to the previously submitted schedule occur and shall provide Purchaser updated information from time to time as to the status and anticipated availability of the Units, including current planned Unit maintenance outages and the commencement of and anticipated completion of forced outages. All information related to planned outages of the Units, as provided by Seller, shall be subject to the Confidentiality Agreement. Purchaser acknowledges that Seller relies upon Operator to develop and communicate to the Catawba Owners the yearly planned maintenance outage schedules and updates thereto.

5.4 Catawba Cost Projections. Prior to September 15th of each Contract Year, Seller shall provide Purchaser with the Operator's most current estimates of the Catawba Nuclear Station's direct and indirect operation and maintenance and capital additions costs for the immediately following Contract Year. Prior to December 15th of each Contract Year, Seller shall provide Purchaser with the Operator's estimates of the Catawba Nuclear Station's direct and indirect operation and maintenance and capital additions costs that will be billed under the Operating Agreement on an estimated basis for the immediately following Contract Year. Prior to February 1st of each Contract Year, Seller shall provide Purchaser with the Operator's 5-year planning estimates of the Catawba Nuclear Station's operation and maintenance and capital additions costs. At any time during each Contract Year, to the extent the Operator provides preliminary estimates of operating and maintenance and capital additions costs to Seller, Seller shall endeavor to provide such estimates to the Purchaser. All information related to the estimates of the Catawba Nuclear Station's operation and maintenance and capital additions costs, as provided by Seller, shall be subject to the Confidentiality Agreement. Purchaser acknowledges

EXECUTION VERSION

that Seller relies upon Operator to develop and communicate to the Catawba Owners the annual estimations of operation and maintenance and capital additions costs.

5.5 Operating Committee. The Parties shall establish an “Operating Committee” consisting of two (2) representatives each. The Operating Committee shall facilitate the coordination and interaction between the Parties with respect to the performance of the duties and obligations imposed on the Parties hereunder, including initial development of the Operating Procedure that shall be finalized no later than November 1, 2023. The Operating Committee shall update the Operating Procedure from time to time, as needed. The Operating Committee shall not, however, have any authority to modify or otherwise alter the Parties’ rights and obligations under this Agreement.

ARTICLE 6 INTERCONNECTION AND TRANSMISSION

6.1 Interconnection. Pursuant to the Interconnection Agreement, the Units interconnect with Duke’s transmission system at the Delivery Point.

6.2 Transmission. Purchaser shall be responsible for all costs associated with and for making all arrangements, including tagging and any required ancillary services, with the Transmission Providers for transmission from and beyond the Delivery Point of Energy delivered by Seller to Purchaser pursuant to this Agreement.

ARTICLE 7 RISK OF LOSS; HOURLY CATAWBA PROJECT OUTPUT

7.1 Risk of Loss. Contract Energy delivered pursuant to this Agreement shall be made available to Purchaser at the Delivery Point. Title and risk of loss with respect to all Contract Energy shall pass to Purchaser when Contract Energy is made available to Purchaser at the Delivery Point. Except to the extent expressly limited in this Agreement, Purchaser shall bear all risk of all occurrences of any nature (including any event beyond the reasonable control of either Party) affecting any interconnection facilities, substations, transmission lines and other facilities beyond the Delivery Point.

7.2 Hourly Catawba Project Output. Pursuant to Sections 8.1(D) and 8.2(D) of the Interconnection Agreement, for purposes of measuring Catawba Project Output in any given hour, the Output is derived algorithmically as follows:

In any hour, the Output of Catawba Unit X and the Output of McGuire Unit X shall be derived using the following equations:

EXECUTION VERSION

Output of Catawba Unit X = GNA (gross output of Catawba Unit X) + GNB

Output of McGuire Unit X = GNA (gross output of McGuire Unit X) + GNB

Where GNA and GNB are constants for the respective unit supplied by Duke and derived by the application of a "least squares" linear curve fitting program to a representative sample of metered gross output and corresponding net output values for the Unit in question.

The gross output of Catawba and McGuire Units are metered by Duke on a real time basis and such hourly integrated values of Catawba Project Output (as measured in kWh) are provided to NCMPI on its Interconnection Agreement monthly invoice.

ARTICLE 8 METHOD OF PAYMENT

8.1 Invoicing and Payment. As soon as reasonably practicable after the first day of each Month, commencing with the second Month or portion thereof during which any Contract Energy is delivered to Purchaser and continuing for each Month until the first Month after the termination of this Agreement, Seller shall submit to Purchaser an invoice as described in Section 8.2. If such invoice indicates a net amount payable to Seller, Purchaser shall pay such invoice within fifteen (15) Business Days of Purchaser's receipt of the invoice. Such payment shall be made, in U.S. dollars, by wire transfer or ACH of immediately available funds prior to 3:00 p.m. Eastern Prevailing Time, on the date of payment, to Seller at its account with _____, Account No. _____ (ABA No. _____) or such other account in the continental United States as Seller shall direct in a notice to Purchaser at least ten (10) Business Days prior to the date such payment is due. Payments made after 3:00 p.m. Eastern Prevailing Time or on a day that is not a Business Day shall be deemed to be made on the next subsequent Business Day. If such invoice indicates a net amount payable to Purchaser, Seller shall pay such amount within fifteen (15) Business Days of Purchaser's receipt of the invoice.

8.2 Monthly Invoices. Each Monthly invoice shall show the amount and calculation of the following, as applicable: (i) the Charge for Contract Capacity, the Charge for Capital Additions, and the Charge for Catawba Project Operating Costs payable by Purchaser to Seller for the preceding Month, as more fully outlined in Exhibit 1, net of any amounts to be credited by Seller to Purchaser for such Month; and (ii) payments, refunds, credits and reductions, if any, payable by either Party pursuant to Section 8.3 and Section 8.4.

8.3 Late Payments. Any amount due from either Party hereunder not paid in full on or before the date such payment is due will incur a late payment charge on the unpaid amount from the original due date until the date paid at an annual rate equal to the then Prime Rate plus one (1)

EXECUTION VERSION

percentage point.

8.4 Billing Disputes. In the event of any dispute as to all or any portion of any Monthly invoice, Purchaser shall give notice of the dispute to Seller but shall pay the full amount of the invoice when due (or if applicable, Seller shall give notice to Purchaser of Seller's dispute regarding any information provided by Purchaser that was a factor in any calculation supporting invoiced amounts). Each notice shall state the amount in dispute and set forth a full statement of the grounds on which such dispute is based. Purchaser and Seller shall give all due and prompt consideration to any such dispute. Upon final determination (whether by agreement, dispute resolution pursuant to Article 16 hereof, or otherwise) of the dispute, any amounts due to Purchaser or Seller, together with simple interest from the date due until the date paid at the Prime Rate, shall be paid no later than 30 days following such final determination.

8.5 Audit Rights. Each Party, or any authorized third-party representative of a Party, shall keep complete and accurate records, and shall maintain such data as may be necessary for the purpose of ascertaining the accuracy of all relevant data, estimates, or statements of charges submitted hereunder for a period of two (2) full calendar years, or longer if a dispute is timely brought by a Party consistent with this Agreement. Within a two (2) year period from the date an invoice is delivered under this Agreement, either Party may request in writing copies of the records supporting the invoice and audit the other Party's books and records (or other information to which the other Party has access) to the extent reasonably necessary to verify the accuracy of any statement or charge. The Party from which documents or data have been requested shall cooperate in providing the documents and data within a reasonable time period. If a Party brings a timely dispute consistent with the requirements of this Agreement, both Parties agree to retain complete and accurate records and such data as may be necessary for the purpose of ascertaining the accuracy of all relevant data, estimates, or statements of charges submitted hereunder until the dispute is resolved. The Parties shall maintain their respective books and records in accordance with generally accepted accounting principles applicable from time to time.

ARTICLE 9

REGIONAL TRANSMISSION ORGANIZATION; ENVIRONMENTAL ATTRIBUTES

9.1 Formation of RTO. In the event that the formation of one or more RTOs materially changes the scheduling requirements or cost components of transmission service associated with the delivery of Contract Energy after the Delivery Point as provided under this Agreement (including, but not limited to, costs associated with congestion, re-dispatch and marginal transmission losses), Purchaser shall bear responsibility for all such costs after the Delivery Point.

9.2 Environmental Attributes. To the extent future State or Federal legislation or regulations impose costs on emissions of carbon dioxide from fossil-fueled generation (regardless of whether either Party has fossil-fueled generation in its resource portfolio) during the term of this Agreement, Purchaser agrees to pay Seller one-half of the costs associated with the cost of

EXECUTION VERSION

carbon dioxide emissions from an equivalent amount of Contract Energy deemed to have been generated from a gas-fired combined cycle generating facility. Prior to such legislation or regulations becoming effective, the Parties shall engage in good-faith negotiations to amend this Agreement to effectuate the intention that Purchaser shall bear 50% of the cost of such legislation or regulation as if such Contract Energy had been generated by gas-fired combined cycle technology generation, and that such hypothetical costs shall be paid to Seller. If Seller and Purchaser are unable to reach an agreement regarding an amendment to this Agreement, the Parties shall resolve such dispute in accordance with the dispute resolution procedures in Article 16 to effect the foregoing intent. To the extent State or Federal legislation or regulations currently provide or in the future establish an Environmental Attribute that confers a financial benefit on energy produced by the Catawba Nuclear Station, Purchaser shall receive its Proportionate Share of the financial benefit, per Section 4.1.3.

ARTICLE 10 FORCE MAJEURE

10.1 Force Majeure Notice and Obligations. The existence of Force Majeure, which prevents a Party (the "Non-Performing Party") from performing or from timely performing an obligation set forth in this Agreement, shall excuse the Non-Performing Party's delay in performing, or failure to perform, such obligations, subject to any express limitations on such excuse set forth in this Article 10. In the event a Force Majeure causes the Non-Performing Party to delay performance or fail to perform an obligation under this Agreement:

10.1.1 the Non-Performing Party shall give the other Party written notice and full details as soon as practicable after learning of the Force Majeure;

10.1.2 the Non-Performing Party shall use reasonable dispatch to remedy its inability to perform (except that this provision shall not impose a requirement on either Party to deliver or receive Contract Energy at a delivery point other than a Delivery Point), and, if Seller is the Non-Performing Party, Seller shall use reasonable efforts to provide Contract Energy from the Catawba Project at the Delivery Point; and

10.1.3 when the Non-Performing Party is able to resume performance of its obligations under this Agreement, that Party shall give the other Party written notice to that effect.

10.2 During the suspension of performance due to or resulting from a Force Majeure declared by Seller based on a claim of Force Majeure declared by the Operator, Purchaser shall continue to make all payments due to Seller pursuant to Article 8 during the Force Majeure event, regardless of the amount of Contract Energy delivered, for so long as and to the extent Seller is

EXECUTION VERSION

required to make payments to the Operator, provided that Seller takes all reasonable steps to contest any claim of Force Majeure by the Operator and enforces all rights it may have with claims of Force Majeure against the Operator.

10.3 During the suspension of performance due to or resulting from a Force Majeure declared by Purchaser, Purchaser shall continue to make all payments due to Seller pursuant to Article 8 during the Force Majeure event, regardless of the amount of Contract Energy delivered, for so long as and to the extent Seller is required to make payments to the Operator.

ARTICLE 11 EVENTS OF DEFAULT; SECURITY REQUIREMENT AND TERMINATION

11.1 Events of Default. An Event of Default shall be deemed to have occurred with respect to a Party upon the occurrence and during the continuance of any of the following events:

11.1.1 The Bankruptcy of a Party;

11.1.2 A Party fails to pay any invoiced amount when due under this Agreement within five (5) Business Days after receiving written notice of such failure;

11.1.3 A failure to comply with the obligations of Section 11.3 below identifying requirements in the event that either Party experiences a Material Adverse Change;

11.1.4 Except for the events described in Sections 11.1.2 and 11.1.3, above, a Party's unexcused failure to perform or observe any of its material obligations or covenants hereunder or material breach of this Agreement and such failure or material breach is not remedied within thirty (30) days following receipt of written notice from the other Party demanding cure of such failure or material breach;

11.1.5 Any representation or warranty made by a Party herein or in any document or certificate furnished by a Party hereunder shall have been false when made and such false representation or warranty has a material and adverse effect on the other Party and, if capable of being cured, such false representation or warranty is not cured within thirty (30) days after written notice thereof from the other Party; or

11.1.6 A Party disaffirms, disclaims, repudiates or rejects, or challenges the validity of this Agreement, in whole or in part.

11.2 Remedies; Notice of Intent to Terminate. Upon the occurrence and during the continuation of any Event of Default, the Party not in default (the "Non-Defaulting Party") shall

EXECUTION VERSION

have the right to pursue all remedies available at law or in equity, suspend its performance under this Agreement to the extent of the Event of Default and/or to deliver a notice of intent to terminate (“Notice of Intent to Terminate”) this Agreement to the Party in default (“Defaulting Party”). Any Notice of Intent to Terminate shall specify the Event of Default giving rise to such Notice of Intent to Terminate. Following the giving of a Notice of Intent to Terminate, the Parties shall negotiate, pursuant to the provisions of Article 16 hereof, a remedy for the Event of Default, following which negotiation, unless the Parties shall have otherwise mutually agreed on a remedy, the Non-Defaulting Party may terminate this Agreement by giving written notice thereof to the Defaulting Party, whereupon this Agreement shall terminate immediately.

11.3 Security Requirement. In the event that Purchaser experiences a Material Adverse Change, Purchaser shall deliver Eligible Collateral to Seller within seven (7) Business Days of the occurrence of the Material Adverse Change in addition to Purchaser’s other payment obligations under this Agreement. Beginning January 1, 2032, in the event that Seller experiences a Material Adverse Change, Seller shall deliver Eligible Collateral to Purchaser within seven (7) Business Days of the occurrence of the Material Adverse Change in addition to Seller’s other payment obligations under this Agreement. Eligible Collateral shall be in an amount equal to the sum of the total charges under this Agreement for the most recent four (4) months immediately preceding the occurrence of the Material Adverse Change, rounded up to the nearest \$5 million, adjusted annually during any continuation of the Material Adverse Change. If the Party experiencing a Material Adverse Change elects to provide a Letter of Credit as its Eligible Collateral, it shall bear the costs of such Letter of Credit.

11.3.1. Upon or any time after the occurrence or deemed occurrence and during the continuation of a Material Adverse Change, the Party in receipt of Eligible Collateral may (i) exercise any of the rights and remedies of a secured party with respect to all Eligible Collateral, including any such rights and remedies under law then in effect, and (ii) liquidate and draw on any outstanding Eligible Collateral issued for its benefit (free from any claim or right of any nature whatsoever of the Party experiencing a Material Adverse Change, including any equity or right of purchase or redemption that the Party experiencing a Material Adverse Change may possess) with respect to the obligations of the Party experiencing a Material Adverse Change under this Agreement.

11.3.2. If the Eligible Collateral is in the form of a Letter of Credit, such Letter of Credit shall be maintained, renewed, or replaced until such time as the Material Adverse Change no longer applies; provided that the Party experiencing a Material Adverse Change shall be entitled to reduce the amount available under the Letter of Credit at any time to the extent that such amount exceeds the Eligible Collateral.

11.4 Forward Contract. The Parties intend that this Agreement shall constitute a “forward contract” within the meaning of the United States Bankruptcy Code.

ARTICLE 12 WAIVERS

12.1 Failure by either Party to exercise any of its rights under this Agreement shall not constitute a waiver of such rights. Neither Party shall be deemed to have waived any right resulting from any failure to perform by the other Party unless it has made such waiver specifically in writing, and no such waiver shall operate as a waiver of any future failure to perform whether of a like or different character. No single or partial exercise of any right, power or privilege hereunder shall preclude any other or further exercise thereof or the exercise of any other right, power or privilege hereunder.

12.2 **EACH PARTY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF, RELATING TO, OR IN CONNECTION WITH, THE PERFORMANCE OR DEFAULT BY A PARTY UNDER THIS AGREEMENT, ANY CREDIT SUPPORT DOCUMENT, OR ANY OTHER AGREEMENT, CONTRACT, CERTIFICATE OR DOCUMENT EXECUTED BY THE PARTIES IN CONNECTION WITH THIS AGREEMENT.** Each Party (i) certifies that no representative, agent or attorney of the other Party has represented, expressly or otherwise, that such other Party would seek, in the event of such a suit, action or proceeding, that the foregoing waiver not be enforced and (ii) acknowledges that it and the other Party have been induced to enter into this agreement, by, among other things, the mutual waivers and certifications in this Section.

Each Party acknowledges that it has knowingly negotiated and agreed to this provision, and that, with respect to this provision, there has been equal bargaining power between the Parties. Each Party represents and warrants that consent to this waiver is made knowingly and voluntarily. Each Party agrees that a copy of this waiver may be filed with any court as conclusive proof that the waiver was given voluntarily by each Party.

ARTICLE 13 REPRESENTATIONS AND WARRANTIES

13.1 Representations and Warranties of Seller. The Seller represents and warrants that:

(i) it has all corporate and regulatory authorizations necessary for it to legally perform its obligations under this Agreement;

(ii) the execution, delivery and performance of this Agreement and any other documentation it is required to deliver under this Agreement are within its powers, have been duly authorized by all necessary action and do not violate any of the terms or conditions in its governing documents, any contract or other agreement to which it is a

EXECUTION VERSION

party or any law, regulation or other requirement applicable to it;

(iii) the individual(s) executing and delivering this Agreement and any other documentation required to be delivered under this Agreement are duly empowered and authorized to do so;

(iv) this Agreement constitutes a legally valid and binding obligation enforceable against it in accordance with the terms hereof;

(v) there are no legal proceedings threatened or pending that would be reasonably likely to materially adversely affect its ability to perform this Agreement;

(vi) it has taken all acts necessary for the valid execution, delivery and performance of this Agreement, as required under the Joint Municipal Electric Power and Energy Act, Chapter 159B of the General Statutes of North Carolina ("Seller's Enabling Act") and Seller's ordinances and regulations;

(vii) all persons making up the governing body of Seller are the duly elected or appointed incumbents in their positions and hold such positions in good standing in accordance with the Seller's Enabling Act and other applicable law;

(viii) entry into and performance of this Agreement by Seller are for a proper public purpose within the meaning of the Seller's Enabling Act and all other relevant constitutional, organic or other governing documents and applicable law;

(ix) the term of this Agreement does not extend beyond any applicable limitation imposed by the Seller's Enabling Act or other relevant constitutional, organic or other governing documents and applicable law;

and

(x) obligations to sell Contract Capacity and Contract Energy to Purchaser do not constitute any kind of indebtedness of Seller or create any kind of lien on, or security interest in, any property or revenues of Seller which, in either case, is proscribed by any provision of any governing documents and applicable law, any order or judgment of any court or other agency of government applicable to it or its assets, or any contractual restriction binding on or affecting it or any of its assets.

13.2 Representations and Warranties of Purchaser. Purchaser represents and warrants that:

(i) it has all corporate and regulatory authorizations necessary for it to legally perform its obligations under this Agreement;

EXECUTION VERSION

(ii) the execution, delivery and performance of this Agreement and any other documentation it is required to deliver under this Agreement are within its powers, have been duly authorized by all necessary action and do not violate any of the terms or conditions in its governing documents, any contract or other agreement to which it is a party or any law, regulation or other requirement applicable to it;

(iii) the individual(s) executing and delivering this Agreement and any other documentation required to be delivered under this Agreement are duly empowered and authorized to do so;

(iv) this Agreement constitutes a legally valid and binding obligation enforceable against it in accordance with the terms hereof;

(v) there are no legal proceedings threatened or pending that would be reasonably likely to materially adversely affect its ability to perform this Agreement;

(vi) it has taken all acts necessary for the valid execution, delivery and performance of this Agreement, as required under Purchaser's articles of incorporation and Purchaser's bylaws and policies;

(vii) all persons making up the governing body of Purchaser are the duly elected or appointed incumbents in their positions and hold such positions in good standing in accordance with the Purchaser's articles of incorporation, bylaws and other applicable law;

(viii) the term of this Agreement does not extend beyond any applicable limitation imposed by the Purchaser's articles of incorporation or other relevant constitutional, organic or other governing documents and applicable law; and

(ix) obligations to purchase Contract Capacity and Contract Energy from Seller do not constitute any kind of indebtedness of Purchaser or create any kind of lien on, or security interest in, any property or revenues of Purchaser which, in either case, is proscribed by any provision of any governing documents and applicable law, any order or judgment of any court or other agency of government applicable to it or its assets, or any contractual restriction binding on or affecting it or any of its assets.

13.3 Further Assurances. Each Party agrees that it shall take all reasonable actions necessary to fulfill its obligations under this Agreement. If either Party reasonably determines or is advised that any further instruments or any other things are necessary or desirable to carry out the terms of this Agreement, the other Party shall execute and deliver all such instruments and assurances and do all things reasonably necessary to carry out the terms of this Agreement. Each Party shall provide such documentation, agreements or information as the other Party may reasonably require to carry out its obligations or enforce its rights under this Agreement. Neither Purchaser nor the Seller nor any of its affiliates or subsidiaries will, during the term of this Agreement, take any action, enter into any contracts or otherwise incur any obligations that could

EXECUTION VERSION

reasonably be anticipated to materially interfere with or adversely affect its ability to perform its obligations under this Agreement.

13.4 No Partnership. Nothing in this Agreement shall be deemed to create or constitute an association, joint venture, partnership or any other type of entity or relationship between the Parties or to impose a trust of partnership duty, obligation or liability on or with regard to the Parties.

13.5 No Immunity Claim. Each Party warrants and covenants that, with respect to its contractual obligations to the other hereunder and performance thereof, it will not claim immunity on the grounds of sovereignty or similar grounds from (a) suit, (b) jurisdiction of court (including a court located outside the jurisdiction of its organization), (c) relief by way of injunction, order for specific performance, or (d) execution or enforcement of any judgment.

13.6 No Amendments to Project Agreements. Seller covenants that it will not amend, waive any rights from or fail to enforce any rights within any of the Project Agreements in a manner that is adverse to Purchaser's rights or obligations under this Agreement without the consent of Purchaser, which may not be unreasonably withheld. Notwithstanding this Section 13.6, Seller shall have the sole and absolute discretion to exercise the right under the Operating and Fuel Agreement to participate in an Uprate Project in accordance with Section 4.4.3.

ARTICLE 14 LIABILITY OF PARTIES

14.1 INDEMNITIES.

14.1.1 TO THE FULLEST EXTENT PERMITTED BY LAW, EACH PARTY (THE "INDEMNIFYING PARTY") SHALL FULLY INDEMNIFY AND DEFEND THE OTHER PARTY FROM AND AGAINST ANY CLAIMS ARISING FROM OR OUT OF ANY EVENT, CIRCUMSTANCE, ACT OR INCIDENT FIRST OCCURRING OR EXISTING DURING THE PERIOD WHEN CONTROL AND TITLE TO ENERGY IS VESTED IN SUCH PARTY AS PROVIDED IN SECTION 7.1 AND SHALL FULLY INDEMNIFY AND DEFEND THE OTHER PARTY AND EACH OF THE OTHER PARTY'S SUBSIDIARIES AND AFFILIATES, AND THE MEMBERS, PARTICIPANTS, PRINCIPALS, REPRESENTATIVES, DIRECTORS, COMMISSIONERS, TRUSTEES, OFFICERS, AGENTS, EMPLOYEES, AND THE SUCCESSORS AND ASSIGNS OF EACH OF THEM (THE "INDEMNIFIED PARTIES") FROM AND AGAINST ANY AND ALL LOSSES, COSTS, DAMAGES, INJURIES, LIABILITIES, CLAIMS, DEMANDS, PENALTIES AND INTEREST, INCLUDING

EXECUTION VERSION

REASONABLE ATTORNEYS' FEES, RESULTING FROM THIRD PARTY CLAIMS DIRECTLY OR INDIRECTLY RELATED TO THIS AGREEMENT, TO THE EXTENT CAUSED OR CONTRIBUTED TO BY THE WILLFUL MISCONDUCT, NEGLIGENCE OR STRICT LIABILITY OF THE INDEMNIFYING PARTY OR ITS SUBSIDIARIES OR AFFILIATES OR ANY OF THE OFFICERS, MEMBERS, PARTICIPANTS, PRINCIPALS, DIRECTORS, COMMISSIONERS, TRUSTEES, EMPLOYEES, AGENTS, REPRESENTATIVES, OR SUCCESSORS OR ASSIGNS OF ANY OF THEM, OR BY BREACH BY THE INDEMNIFYING PARTY OF THIS AGREEMENT.

14.1.2 IF ANY INDEMNIFIED PARTY INTENDS TO SEEK INDEMNIFICATION UNDER THIS SECTION 14.1 FROM AN INDEMNIFYING PARTY WITH RESPECT TO ANY ACTION OR CLAIM, THE INDEMNIFIED PARTY SHALL GIVE THE INDEMNIFYING PARTY WRITTEN NOTICE OF SUCH CLAIM OR ACTION PROMPTLY FOLLOWING THE RECEIPT OF ACTUAL KNOWLEDGE OR INFORMATION BY THE INDEMNIFIED PARTY OF A POSSIBLE CLAIM OR OF THE COMMENCEMENT OF A CLAIM OR ACTION. THE INDEMNIFYING PARTY SHALL BE RELIEVED OF LIABILITY UNDER THIS SECTION FOR ANY CLAIM OR ACTION FOR WHICH SUCH NOTICE IS NOT PROVIDED TO THE EXTENT THAT THE FAILURE TO GIVE SUCH WRITTEN NOTICE MATERIALLY PREJUDICES THE INDEMNIFYING PARTY IN ITS DEFENSE OF THE CLAIM OR ACTION.

14.1.3 THE INDEMNIFYING PARTY SHALL HAVE THE RIGHT TO ASSUME THE DEFENSE OF ANY CLAIM OR ACTION, AT ITS SOLE COST AND EXPENSE, WITH COUNSEL DESIGNATED BY THE INDEMNIFYING PARTY; PROVIDED THAT IF THE DEFENDANTS IN ANY SUCH ACTION INCLUDE BOTH THE INDEMNIFIED PARTY AND THE INDEMNIFYING PARTY, AND THE INDEMNIFIED PARTY SHALL HAVE REASONABLY CONCLUDED THAT THERE MAY BE LEGAL DEFENSES AVAILABLE TO IT WHICH ARE DIFFERENT FROM OR ADDITIONAL TO THOSE AVAILABLE TO THE INDEMNIFYING PARTY, THE INDEMNIFIED PARTY SHALL HAVE THE RIGHT TO SELECT SEPARATE COUNSEL, AT THE INDEMNIFYING PARTY'S EXPENSE, TO ASSERT SUCH LEGAL DEFENSES AND TO OTHERWISE PARTICIPATE IN THE DEFENSE OF SUCH ACTION ON BEHALF OF SUCH INDEMNIFIED PARTY.

EXECUTION VERSION

14.1.4 EXCEPT TO THE EXTENT EXPRESSLY PROVIDED HEREIN, NO INDEMNIFIED PARTY SHALL SETTLE ANY CLAIM OR ACTION WITH RESPECT TO WHICH IT HAS SOUGHT OR INTENDS TO SEEK INDEMNIFICATION PURSUANT TO THIS AGREEMENT WITHOUT THE PRIOR WRITTEN CONSENT OF THE INDEMNIFYING PARTY, WHICH CONSENT MAY NOT BE WITHHELD UNREASONABLY. SHOULD ANY INDEMNIFIED PARTY BE ENTITLED TO INDEMNIFICATION UNDER THIS SECTION 14.1 AS A RESULT OF A CLAIM OR ACTION BY A THIRD PARTY, AND SHOULD THE INDEMNIFYING PARTY FAIL TO ASSUME THE DEFENSE OF SUCH CLAIM OR ACTION, THE INDEMNIFIED PARTY MAY, AT THE EXPENSE OF THE INDEMNIFYING PARTY, CONTEST (OR, WITH OR WITHOUT THE PRIOR CONSENT OF THE INDEMNIFYING PARTY, SETTLE) SUCH CLAIM OR ACTION. EXCEPT TO THE EXTENT EXPRESSLY PROVIDED HEREIN, NO INDEMNIFYING PARTY SHALL SETTLE ANY CLAIM OR ACTION WITH RESPECT TO WHICH IT MAY BE LIABLE TO PROVIDE INDEMNIFICATION PURSUANT TO THIS AGREEMENT WITHOUT THE PRIOR WRITTEN CONSENT OF THE INDEMNIFIED PARTY; PROVIDED THAT IF THE INDEMNIFYING PARTY HAS REACHED A BONA FIDE AND COMMERCIALY REASONABLE SETTLEMENT AGREEMENT WITH THE PLAINTIFF(S) IN ANY SUCH ACTION AND SUCH SETTLEMENT AGREEMENT FULLY RELEASES THE INDEMNIFIED PARTY AND DOES NOT REQUIRE ANY PAYMENT FROM, OR IMPOSE ANY RESTRICTION ON, THE INDEMNIFIED PARTY AND THERE IS NO ADMISSION OR FINDING OF LIABILITY OR FAULT ON THE PART OF THE INDEMNIFIED PARTY, AND THE INDEMNIFIED PARTY DOES NOT CONSENT TO SUCH SETTLEMENT AGREEMENT, THE INDEMNIFIED PARTY'S MAXIMUM RECOVERY WITH RESPECT TO THE CLAIM, OR PORTION THEREOF THAT IS THE SUBJECT OF SUCH SETTLEMENT AGREEMENT, SHALL BE LIMITED TO THE AMOUNT SPECIFIED IN THE SETTLEMENT AGREEMENT, PLUS THE INDEMNIFIED PARTY'S REASONABLE ATTORNEY FEES INCURRED PRIOR TO THE DATE OF SUCH SETTLEMENT AGREEMENT.

14.2 LIMITATION ON DAMAGES. NEITHER PARTY NOR ITS SUBSIDIARIES OR AFFILIATES NOR THE OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, PARTICIPANTS, MEMBERS, PRINCIPALS, DIRECTORS, COMMISSIONERS, TRUSTEES, OR THE SUCCESSORS OR ASSIGNS OF ANY OF THEM SHALL IN ANY EVENT BE LIABLE TO THE OTHER PARTY OR ITS SUBSIDIARIES OR AFFILIATES OR THE OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, PARTICIPANTS, MEMBERS,

EXECUTION VERSION

PRINCIPALS DIRECTORS, TRUSTEES, OR COMMISSIONERS OF ANY OF THEM FOR CLAIMS FOR INCIDENTAL, PUNITIVE, CONSEQUENTIAL OR INDIRECT DAMAGES OF ANY NATURE, ARISING AT ANY TIME, FROM ANY CAUSE WHATSOEVER, WHETHER ARISING IN TORT, CONTRACT, WARRANTY, STRICT LIABILITY, BY OPERATION OF LAW OR OTHERWISE, CONNECTED WITH OR RESULTING FROM PERFORMANCE OR NON-PERFORMANCE UNDER THIS AGREEMENT; PROVIDED, HOWEVER THAT THIS SECTION 14.2 IS NOT INTENDED, NOR SHALL IT BE CONSTRUED, TO LIMIT OR ELIMINATE A PARTY'S OBLIGATION TO PAY TERMINATION PAYMENTS OR MAKE ANY OTHER PAYMENTS EXPRESSLY CONTEMPLATED HEREIN, EVEN IF IT MAY BE POSSIBLE TO CHARACTERIZE SUCH TERMINATION PAYMENTS OR OTHER PAYMENTS AS INCIDENTAL, PUNITIVE, CONSEQUENTIAL OR INDIRECT DAMAGES.

14.3 Insurance. A Party shall be solely responsible for and shall bear all the costs of claims by its own employees, contractors or agents arising under and covered by any worker's compensation law. A Party shall furnish, at its sole expense, such insurance coverage and such evidence thereof, or evidence of self-insurance, as is reasonably necessary to meet its obligations under the Agreement.

ARTICLE 15 ASSIGNMENT AND ADDITIONAL SALES OF CONTRACT CAPACITY AND CONTRACT ENERGY

15.1 Agreement Binding. This Agreement shall be binding upon, and shall inure to the benefit of, the Parties and their successors and permitted assigns.

15.2 Permitted Assignment. This Agreement shall not be assignable by either Party without the prior written consent of the other, except that this Agreement (a) may be assigned by Seller or Purchaser without the consent of the other Party, (but with notice to Purchaser or Seller, as applicable) to any lender as collateral from time to time providing financing with respect to all or any portion of the Catawba Project or either Party's interest therein, and (b) shall be assigned by Seller in the event of a sale by Seller of all or a substantial portion of Seller's interest in the Catawba Project; provided that such transferee: (i) has an Investment Grade Credit Rating; (ii) executes an assumption agreement, in form and substance reasonably satisfactory to Purchaser, pursuant to which such assignee shall assume all the obligations of Seller under this Agreement and agrees to be bound by all the terms and conditions of this Agreement, and (iii) is able (including through experience reasonably satisfactory to Purchaser in providing similar service) to fully perform all of the obligations of Seller in the manner contemplated by the provisions hereof without (A) Purchaser being subject to any additional regulation, or (B) transferee being subject to additional regulation that adversely affects any of Purchaser's rights or obligations under this Agreement. No assignment or transfer of this Agreement by a Party shall be permitted (i) during any period in which an Event of Default of such Party shall have occurred and be continuing and not cured, unless the other Party shall agree, or (ii) to an entity that has suffered a Material Adverse

EXECUTION VERSION

Change. No assignment of this Agreement shall relieve the assigning Party of any of its obligations under this Agreement, except that the assignor shall be released from its obligations under this Agreement at such time as all future obligations of the assignor hereunder shall have been assumed by the assignee as a matter of law or in a written agreement delivered to the other Party. Any assignment that does not comply with the provisions of this Article 15 shall be null and void ab initio.

15.3. Additional Sales of Capacity and Energy.

15.3.1 During the term of this Agreement, if Seller desires to sell additional amounts of Capacity and Energy from its ownership interest in the Catawba Project, Seller shall give notice to Purchaser in writing of its intent (the "Additional Sale Notice"). The Additional Sale Notice shall specify the process by which Seller will entertain bids or offers for such additional Capacity and Energy (the "Bidding Process") and the qualifications for any potential purchaser of such Capacity and Energy.

15.3.2 Following Purchaser's receipt of the Additional Sale Notice, if Purchaser satisfies the qualifications identified in the Additional Sale Notice, Seller shall ensure that Purchaser is afforded the opportunity to participate in the Bidding Process.

15.3.3 If Purchaser is selected in the Bidding Process, and Seller and Purchaser reach an agreement regarding the sale of additional amounts of Capacity and Energy identified in the Additional Sale Notice, they will engage in good-faith negotiations to amend this Agreement or to enter into a separate agreement to effectuate the sale of such additional amounts of Capacity and Energy.

15.3.4 If Purchaser is selected in the Bidding Process but Seller and Purchaser are unable to reach an agreement regarding the sale of such additional amounts of Capacity and Energy, Seller shall be under no obligation to amend this Agreement or enter into a separate agreement with Purchaser for the sale of additional amounts of Capacity and Energy.

15.3.5 If Purchaser is not selected in the Bidding Process, Seller shall be under no obligation to amend this Agreement or enter into a separate agreement with Purchaser for the sale of additional amounts of Capacity and Energy.

ARTICLE 16 DISPUTE RESOLUTION

The Parties shall engage in good-faith negotiations to attempt to resolve any dispute, controversy or claim arising out of, under, or relating to this Agreement (a "Dispute"), unless otherwise mutually agreed to by the Parties. In the event that the Parties are unsuccessful in

EXECUTION VERSION

resolving a Dispute through such negotiations, the Parties shall proceed immediately to binding arbitration concerning the Dispute as discussed below.

16.1 Good-Faith Negotiations.

16.1.1 The Parties shall attempt to agree on a mutually agreeable resolution of the Dispute. A Party shall not be required as part of these negotiations to provide any information which is confidential or proprietary in nature unless it is satisfied in its discretion that the other Party will maintain the confidentiality of and will not misuse such information or any information subject to attorney-client or other privilege under applicable law regarding discovery and production of documents.

16.1.2 The negotiation process shall include at least two meetings to discuss any Dispute. The Parties will schedule the first meeting to take place within fifteen (15) days after either Party has received notice from the other of the desire to commence formal negotiations concerning the Dispute. Unless otherwise mutually agreed, the second meeting shall take place no more than ten (10) days after the first meeting. If the Parties cannot reach an agreement thirty (30) days after either Party received notice under this provision, the Parties shall proceed to binding arbitration.

16.2 Arbitration.

16.2.1 Arbitration initiated under this Agreement shall be conducted before a three-member arbitration panel. Within ten (10) days of the initiation of the arbitration proceeding, each Party shall choose one arbitrator who shall sit on the arbitration panel. The two arbitrators so chosen shall within twenty (20) days select a third arbitrator to chair the arbitration panel. The arbitrators shall be knowledgeable in electric utility matters and shall not have any current or past substantial business or financial relationships with any party to the arbitration. The arbitrators shall provide each of the Parties an opportunity to be heard and, unless otherwise agreed by the Parties, shall convene a hearing or other fact-finding conference for this purpose in Raleigh, North Carolina. Such hearing or conference shall be convened within ninety days (90) days after the appointment of the third arbitrator. Except as otherwise provided herein, the arbitration shall be conducted in accordance with the Commercial Arbitration Rules of the American Arbitration Association.

16.2.2 Unless otherwise agreed by the Parties, the arbitrators shall render a decision within ninety (90) days of the arbitration hearing or fact-finding conference and shall notify the Parties in writing of such decision and the

EXECUTION VERSION

reasons therefor. The arbitrators shall be authorized only to interpret and apply the provisions of this Agreement and shall have no power to modify or change any provision of this Agreement in any manner. The decision of the arbitrators shall be final and binding upon the Parties, and judgment on the award may be entered in any court having jurisdiction. The decision of the arbitrators may be appealed solely on the grounds that the conduct of the arbitrators, or the decision itself, violated the standards set forth in the Federal Arbitration Act.

- 16.2.3 Each Party shall be responsible for (1) its own costs incurred during the arbitration process, (2) the cost of the arbitrator chosen by the Party to sit on the three-member panel, and (3) one-half of the cost of the third arbitrator chosen.

16.3 Confidentiality and Non-Admissibility of Statements Made in, and Evidence Specifically Prepared for, Good-Faith Negotiations. Each Party hereby agrees that all statements made in the course of good-faith negotiations, as contemplated in Section 16.1, shall be confidential and shall not be disclosed to or shared with any third parties (other than a person whose presence is necessary to facilitate the negotiation process). Each Party agrees and acknowledges that no statements made in or evidence specifically prepared for good-faith negotiations under Section 16.1 shall be admissible for any purpose in any subsequent arbitration.

ARTICLE 17 AMENDMENT

17.1 This Agreement shall not be amended, modified or supplemented except by written agreement making specific reference hereto executed by both Parties.

ARTICLE 18 NOTICES

Other than telephonic notices required or permitted under Section 5.1, any notice required or permitted to be given hereunder shall be in writing and shall be (i) personally delivered, (ii) transmitted by postage prepaid registered mail, (iii) transmitted by a recognized overnight courier service, (iv) transmitted by facsimile, or (v) transmitted by email to the receiving Party as follows, as elected by the Party giving such notice:

- 18.1 In the case of Purchaser:

EXECUTION VERSION

Central Electric Power Cooperative, Inc.
20 Cooperative Way
Columbia, SC 29210
Attention: Chief Executive Officer
Tel: 803-779-4975
Fax: 803-561-9366
Email: rhochstetler@cepci.org

With a copy to:

Alexander G. Hall
Tiencken Law Firm, LLC
234 Seven Farms Dr. Ste 114
Daniel Island, SC 20492
Tel: 843-377-8415
Fax: 843-377-8419
Email: ahall@tienckenlaw.com

18.2 In the case of Seller:

North Carolina Municipal Power Agency Number 1
1427 Meadow Wood Boulevard
Raleigh, NC 27604
Attention: Chief Operating Officer
Tel: 919-760-6312
Fax: 919-760-6050
Email: mschull@electricities.org

With a copy to:

Chief Legal Officer
Tel: 919-760-6337
Fax: 919-760-6050
Email: jmorriso@electricities.org

All notices and other communications shall be deemed to have been duly given on (i) the date of receipt if delivered personally, (ii) five (5) days after the date of posting if transmitted by mail, (iii) the Business Day following delivery to the courier if transmitted by overnight courier service; or (iv) the date of transmission with confirmation if transmitted by facsimile or email, whichever shall first occur. Any Party may change its address for purposes hereof by notice to the other Party.

EXECUTION VERSION

ARTICLE 19 APPLICABLE LAW

19.1 This Agreement, including any arbitration pursuant to Section 16.2, shall be governed by, and construed in accordance with, the laws of the State of North Carolina, exclusive of any conflict of laws provisions thereof that would apply the laws of another jurisdiction. In the event any action or proceeding is brought by either Party to appeal an arbitration decision made pursuant to Section 16.2.2 or to enforce an arbitration award that has been awarded pursuant to Section 16.2, the Parties hereby submit to the jurisdiction of, and agree that venue for actions hereunder shall be in, the U.S. District Court for the Eastern District of North Carolina, if such U.S. District Court has subject matter jurisdiction, or, if such U.S. District Court does not have subject matter jurisdiction, the Superior Court of the State of North Carolina sitting in Wake County, North Carolina, and the Parties hereby waive any objection to venue in such courts and any objection to any action or proceeding on the basis of forum non conveniens.

ARTICLE 20 SEVERABILITY

20.1 The invalidity or unenforceability of any provision or portion of this Agreement will not affect the validity of the remainder of this Agreement. If any provision of this Agreement is determined to be invalid or unenforceable, the Parties will negotiate in good faith to agree upon substitute provisions to carry out the purpose and intent of the invalid or unenforceable provision. If the economic or legal substance of the transactions contemplated hereby is affected in any manner materially adverse to any Party as a result thereof, the Parties shall negotiate in good faith in an effort to agree upon a suitable and equitable substitute provision to effect the original intent of the Parties.

ARTICLE 21 ENTIRE AGREEMENT

21.1 This Agreement contains the complete agreement of the Parties hereto with respect to the matters contained herein and supersedes all other agreements, understandings and negotiations, whether written or oral, with respect to the matters contained herein.

EXECUTION VERSION

**ARTICLE 22
NO THIRD-PARTY BENEFICIARIES**

22.1 This Agreement is intended to be solely for the benefit of Purchaser and Seller and their respective successors and permitted assigns and is not intended to and shall not confer any rights or benefits on any Person not a signatory hereto.

**ARTICLE 23
COUNTERPARTS**

23.1 This Agreement may be executed in one or more counterparts, each of which shall constitute an original but all of which, when taken together, shall constitute only one legal instrument.

**ARTICLE 24
INFORMATION AND CONFIDENTIALITY**

24.1 Confidentiality. Except as otherwise required by law or as reasonably required by Purchaser to arrange for transmission, each Party hereto agrees not to disclose the terms and conditions of this Agreement during the Term, and to keep such terms and conditions confidential for a period of two (2) years after this Agreement terminates; provided, however, that each Party shall be permitted to disclose such information to its respective representatives, including, but not limited to, its employees, advisors, consultants, lenders, members and governing board, on a need to know basis. Each Party shall take all reasonably necessary steps to direct its representatives privy to this Agreement or the proposed or actual terms of any transaction hereunder to maintain its obligation of nondisclosure and confidentiality. If and when Purchaser desires or is required to make a disclosure in order to arrange for transmission regarding this Agreement or any transaction hereunder, Purchaser will first obtain the written consent of Seller, which may not be unreasonably withheld, conditioned, or delayed, and give Seller an opportunity to review any such disclosure in advance of such disclosure. If and when a Party must make a disclosure required by law or reasonably required by Purchaser to arrange for transmission, the disclosing Party shall give Seller a reasonable opportunity to review any such disclosure at least seven (7) days in advance of such disclosure unless otherwise required by law. Nothing contained in this Agreement shall be interpreted to require Seller to act in any manner inconsistent with its obligations under the North Carolina Public Records Law, Chapter 132 of the General Statutes of North Carolina (the "Public Records Law") and Purchaser acknowledges and understands that, once executed, this Agreement automatically becomes a public record under the Public Records Law.

EXECUTION VERSION

ARTICLE 25 PUBLIC STATEMENTS

25.1 Seller and Purchaser shall consult with each other, and neither Party shall issue a press release or make a statement intended for release to the general public, with respect to this Agreement without the consent of the other Party, which consent shall not be unreasonably withheld, unless the Party desiring to make such statement or press release is advised by legal counsel that a statement or press release is required by applicable Law (including information provided pursuant to a request for public information under the Public Records Law); provided, however, that in this event the Party making the public statement or press release shall notify the other Party in advance of such statement or press release and allow the other Party reasonable time to comment on such statement or press release.

ARTICLE 26 TAXES AND COSTS

26.1 Purchaser shall pay its Proportionate Share of all sales, use, personal property and other taxes of every kind, if any, that are not currently levied and are hereafter levied on (i) the purchase, sale or use of fuel consumed by the Catawba Project to provide Contract Capacity and Contract Energy in accordance with this Agreement; (ii) the purchase, sale or use of Contract Capacity and Contract Energy under this Agreement; or (iii) an ownership interest in the Catawba Project or in Contract Capacity or Contract Energy associated with the Catawba Project. Seller shall promptly notify Purchaser of any taxes coming within the provisions of this Article 26. In the event Seller, on behalf of Purchaser, after notifying Purchaser of such taxes, pays any taxes that are the responsibility of Purchaser under this Article 26, unless the procedures for the payment of its Proportionate Share of such taxes to Seller are not otherwise described in this Agreement, the amount so paid shall be added to the next monthly invoice submitted by Seller to Purchaser pursuant to Article 8 of this Agreement, and Purchaser shall pay such amount in accordance with the provisions of Article 8 of this Agreement. Upon the reasonable request of Purchaser, Seller agrees to (i) provide documents related to taxes or assessments to be paid by Purchaser under this Agreement, and (ii) cooperate in tax contests or proceedings brought by Purchaser at Purchaser's expense. Each Party will be responsible for and bear all of its respective costs and expenses (including any and all expenses of its representatives) incurred at any time in connection with pursuing or consummating the negotiation and execution of this Agreement.

ARTICLE 27 TERMINATION AND SURVIVAL OBLIGATIONS

27.1. Termination of this Agreement, including a termination of this Agreement pursuant to Section 11.2 by either Party as the Non-Defaulting Party, shall not discharge either Party from

EXECUTION VERSION

any obligation it owes to the other Party under this Agreement by reason of any transaction, loss, cost, damage, expense or liability occurring, accruing or arising prior to such termination. It is the intent of the Parties that any such obligation owed (whether known or unknown as of the termination of this Agreement) will survive the termination of this Agreement in favor of the Party to which such obligation is owed. The Parties also intend that the provisions of Articles 8, 10, 11, 13, 15, 17, 18, 23, 24, 26, and 27 shall remain in full force and effect, in each case, with respect to the period during the term of this Agreement, and that any specific survivability provisions set forth in any other Article or Section of this Agreement be given full force and effect.

27.2 Following termination of this Agreement, Seller may invoice Purchaser for, and Purchaser will pay Seller (i) any previously unbilled costs specified in Section 4.2 and (ii) any previously unbilled taxes paid by Seller on behalf of Purchaser as described in Article 26, in each case only to the extent such costs relate exclusively to the period prior to the termination of this Agreement.

27.3 Following termination of this Agreement, Seller shall determine whether the decommissioning trust funds available to Seller to satisfy its decommissioning cost liability under the Project Agreements are sufficient to fund the decommissioning cost liability of the Seller under the Project Agreements. To the extent the decommissioning trust funds are determined to be insufficient to fund the Seller's decommissioning cost liability, Seller shall invoice Purchaser for the Purchaser's Ratio, as adjusted for the length of the term that Purchaser received Contract Capacity and Contract Energy from the Catawba Project, of the shortfall. To the extent the decommissioning trust funds are determined to be in excess of the Seller's decommissioning cost liability, Seller shall credit Purchaser for the Purchaser's Ratio, as adjusted for the length of the term that Purchaser received Contract Capacity and Contract Energy from the Catawba Project, of the excess funds.

ARTICLE 28 FURTHER ASSURANCES

28.1. From time to time, each of the Parties hereto will execute and deliver such further documents and will take such additional actions as Seller, on the one hand, and Purchaser, on the other hand, may reasonably request of the other in order to effectuate the purposes and intent of this Agreement and to carry out the terms hereof.

EXECUTION VERSION

IN WITNESS WHEREOF, the Parties, intending to be legally bound, have caused this Agreement to be executed by their duly authorized representatives as of the day and year first written above.

Central Electric Power Cooperative, Inc.

By: _____

Name: Robert C. Hochstetler

Title: President and CEO

Date: _____

Attest:

Name: _____

Title: _____

EXECUTION VERSION

North Carolina Municipal Power Agency Number 1

By: _____

Name: Roy L. Jones
Title: Chief Executive Officer

Date: _____

Attest:

Name: _____

Title: _____

Exhibit 1

Power Purchase Agreement between Central Electric Power Cooperative and North Carolina Municipal Power Agency No. 1

Form of Monthly Invoice - Summary Charges for Contract Capacity and Contract Energy

<u>Line</u>	<u>Description</u>	<u>Month of</u>	<u>Reference</u>
1	Charge for Contract Capacity	\$ 4,677,000.00	Exhibit 1.1, Line 15
2	Charge for Capital Additions	\$ -	Exhibit 1.2, Line 9
3	Charge for Catawba Project Operating Costs	\$ -	Exhibit 1.3, Line 20
4	Imbalance Charge / (Credit)	\$ -	Based on Seller's Generation Imbalance (Schedule 13) charges/credits.
5	South Carolina Excise Tax	\$ -	Seller's excise tax obligation associated with Contract Energy sales.
6	Less: Remarketing Net Revenues	\$ -	Pursuant to Section 4.5 of the Agreement
7	Total Monthly Charges	\$ 4,677,000.00	Sum of Lines 1 through 5, less Line 6

Exhibit 1.1

Power Purchase Agreement between Central Electric Power Cooperative and North Carolina Municipal Power Agency No. 1

Form of Monthly Invoice - Capacity Charge

<u>Line</u>	<u>Description</u>	<u>Units</u>	<u>Month of</u>	<u>Reference</u>
1	Contract Capacity	kW	150,000	Section 4.1 of the Agreement
CHARGE FOR CONTRACT CAPACITY				
2	Existing Plant Value	\$/kW	\$ 2,123	Per agreement of the Parties (i.e., negotiated plant value).
Existing Decommissioning Fund Buy-in:				
3	Existing Decommissioning Fund Balance @ 12/31/23 [1]		\$ 483,879,000	Per Seller's Audited financials.
4	Years of Purchaser's Use (Initial Term)		20	2024 through 2043
5	Total Years of Catawba Operating Life		58	1988 through 2043
6	Purchaser's Use as a Percent of Operating Life		34.48%	Line 4 / Line 5
7	Existing Funds Allocated to Purchaser's Use		\$ 166,854,828	
8	Existing Funds Allocated to Purchaser's Use	\$/kW	\$ 201	Line 7 / Seller's Catawba Project Retained Capacity (831,461 kW)
9	Total Existing Plant Asset Rate	\$/kW	\$ 2,324	Line 2 + Line 8
10	Existing Plant Value - Basis for Levelization		\$ 348,551,501	Line 1 x Line 9
Levelized Rate for Existing Plant (2024-2031):				
11	Annual Carrying Cost Rate		6.0%	
12	Years of Initial Term		8	2024 through 2031
13	Existing Plant Capacity Rate	\$/kW-yr	\$ 374.20	Excel "PMT" function (rate=Line 11, nper =Line 12, pv=Line 10)
14	Monthly Capacity Rate	\$/kW-mo	\$ 31.18	Line 13 / 12 months (rounded to the nearest two decimals)
15	Monthly Capacity Charge		\$ 4,677,000.00	Line 1 x Line 14

NOTE:

[1] Actual balance to be determined after audit is performed in early 2024, along with true-up to the Capacity Charge.

Exhibit 1.2

Power Purchase Agreement between Central Electric Power Cooperative and North Carolina Municipal Power Agency No. 1

Form of Monthly Invoice - Charge for Capital Additions

<u>Line</u>	<u>Description</u>	<u>Units</u>	<u>Month of</u>	<u>Reference [2]</u>
1	Seller's Catawba Project Retained Capacity	kW	831,461	Pursuant to Article 6 of the Interconnection Agreement as of the Effective Date of the Agreement
2	Contract Capacity	kW	150,000	Section 4.1 of the Agreement
3	Purchaser's Ratio	%	18.0%	Line 2 / Line 1 (Rounded to the nearest three decimals)
CHARGE FOR CAPITAL ADDITIONS [1]				
Catawba Direct and Indirect Capital Additions and Fees				
4	Capital Additions Monthly Advance Due	\$	-	Operating Agreement Report OM, line 30
5	Capital Additions Advance Adjustment	\$	-	Operating Agreement Report OM.100, line 40
6	Adjustments for Errors, Additions, and Omissions	\$	-	Operating Agreement Report OM.180 (related to capital additions)
7	Interest on Adjustments	\$	-	Operating Agreement Report OM.100, line 100 (related to capital additions)
8	Total Catawba Direct and Indirect Capital Additions and Fees	\$	-	Sum of Lines 4 through 7
9	Monthly Charge for Capital Additions	\$	-	Line 3 x Line 8

NOTES:

[1] Charge for Capital Additions are the costs of Catawba Project capital additions and associated fees, billed by Duke pursuant to Sections 5.1 and 5.7 of the Operating Agreement as amended, respectively.

[2] References to specific lines of the Operating Agreement Report OM are reflective of the form of this report provided by Duke as of the Effective Date of the Agreement, and the references may be updated if this report from Duke takes a different form in the future.

Exhibit 1.3

Power Purchase Agreement between Central Electric Power Cooperative and North Carolina Municipal Power Agency No. 1

Form of Monthly Invoice - Charge for Catawba Project Operating Costs

<u>Line</u>	<u>Description</u>	<u>Units</u>	<u>Month of</u>	<u>Reference [4]</u>
1	Seller's Catawba Project Retained Capacity	kW	831,461	Pursuant to Article 6 of the Interconnection Agreement as of the Effective Date of the Agreement
2	Contract Capacity	kW	150,000	Section 4.1 of the Agreement
3	Purchaser's Ratio	%	18.0%	Line 2 / Line 1 (Rounded to the nearest three decimals)
CHARGE FOR CATAWBA PROJECT OPERATING COSTS				
Catawba Direct and Indirect O&M and Operating Fees:				
4	O&M Monthly Advance Due	\$	-	Operating Agreement Report OM, line 10
5	O&M Monthly Advance Adjustment	\$	-	Operating Agreement Report OM, line 20
6	Operating Inventory Monthly Advance Due	\$	-	Operating Agreement Report OM, line 40
7	Operating Inventory Monthly Advance Adjustment	\$	-	Operating Agreement Report OM, line 60
8	Adjustments for Errors, Additions, and Omissions	\$	-	Operating Agreement Report OM, line 100 (related to O&M)
9	Interest on Adjustments	\$	-	Operating Agreement Report OM, line 100 (related to O&M)
10	Catawba Special Group and Projects Monthly Advance Due	\$	-	Operating Agreement Report OM, line 60
11	Total Catawba Direct and Indirect O&M and Operating Fees	\$	-	Sum of Lines 4 through 10
12	Catawba Project Related A&G [1]	\$	-	Seller's A&G expenses allocated to the Catawba Project for given month
13	Property Taxes	\$	-	Seller's annual property taxes associated with its Catawba Project divided by 12 months
14	Decommissioning Cost Accrual [2]	\$	-	Seller's monthly accrual for nuclear decommissioning
<u>Contract Energy Related Charges:</u>				
15	Catawba Nuclear Fuel Amortization Expense	\$	-	Seller's amortized nuclear fuel expense booked to Account 518.1
16	Catawba/McGuire Replacement Energy Charge	\$	-	Pursuant to Article 8 of the Interconnection Agreement
17	McGuire Reliability Exchange Capacity Charge	\$	-	Pursuant to Section 5.3 of the Interconnection Agreement
18	McGuire Reliability Exchange Net Energy Charge [3]	\$	-	Pursuant to Articles 8 and 10 of the Interconnection Agreement
19	Total Seller's Monthly Catawba Project Operating Costs	\$	-	Sum of Lines 11 through 18
20	Monthly Charge for Catawba Project Operating Costs	\$	-	Line 3 x Line 19

NOTES:

[1] For calendar year 2024, the base amount shall be equal to \$458,333 per month. For subsequent calendar years, the base amount shall be adjusted by the ratio of the Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W), as published by the U.S. Department of Labor's Bureau of Labor Statistics for the month of December of the prior calendar year to the CPI-W for the month of December of the second year prior to the applicable calendar year (e.g., the ratio of CPI-W for December 2024 to the CPI-W for December 2023 would be the adjustment ratio for Calendar Year 2025). Every 5th Calendar Year (starting in 2029, 2034, 2039, etc. until the end of the Term), the Parties will establish a new base amount that is equal to NCMPA's most recent three-year average annual amount of Catawba Project Related A&G, divided by 12. The new base amount shall be adjusted as described above in each of the next four respective calendar years.

[2] Rates established pursuant to NCMPA's Decommissioning Funding Policy, updated each year, based on historical and projected data and assumptions.

[3] Subject to annual true-up in March of each year.

[4] References to specific lines of the Operating Agreement Report OM are reflective of the form of this report provided by Duke as of the Effective Date of the Agreement, and the references may be updated if this report from Duke takes a different form in the future.

EXHIBIT 2

FORM OF LEGAL OPINION AS TO SELLER

_____, 2023

Central Electric Power Cooperative, Inc.
20 Cooperative Way
Columbia, SC 29210

Re: Power Purchase Agreement dated as of _____, 2023 by and between
Central Electric Power Cooperative and North Carolina Municipal Power Agency
Number 1 and Exhibits thereto (collectively, the "Agreement")

Ladies and Gentlemen:

We have acted as counsel for North Carolina Municipal Power Agency Number 1 ("NCMPA") in connection with the authorization, approval and execution of the Agreement. We are providing this opinion at NCMPA's request, pursuant to the Agreement.

In rendering this opinion, we have assumed the authenticity of all documents submitted to us as certified or photostatic copies.

Based on the foregoing, and subject to the assumptions and qualifications contained herein, we are of the opinion as of this date that:

1. NCMPA is a joint agency validly existing pursuant to the laws of North Carolina.
2. NCMPA has the power and authority to execute and deliver the Agreement and to perform its obligations thereunder. The execution, delivery, and performance of the Agreement by NCMPA has been authorized by all necessary action on the part of the governing body of NCMPA.
3. Resolutions authorizing the execution, delivery, and performance of the Agreement by NCMPA were duly adopted by the governing body of NCMPA on _____, at a meeting duly called and regularly assembled in accordance with applicable North Carolina law including, without limitation, any open meetings laws of the State.
4. The Agreement has been duly executed and delivered by NCMPA and constitutes the legal, valid, binding, and enforceable obligations of NCMPA.
5. Except for approval of the Agreement by the cities and towns that are parties to the Project Power Sales Agreements related to the Catawba nuclear project between NCMPA and such cities and towns, as such approval is specifically described in Section 3.1.3 of the Agreement, no approval, consent, or authorization of any governmental body or public agency or authority not already obtained is required for the execution, delivery, and performance of the Agreement by NCMPA.

6. The execution, delivery, and performance of the Agreement by NCMPA and the provisions thereof do not conflict with, violate, or constitute a breach of, or default under, any instrument relating to the creation, authorization, organization, existence, or operation of NCMPA; any commitment, agreement, or other instrument to which NCMPA is a party or by which it or its property or assets is bound or affected; or any constitution, law, rule, regulation, government code, resolution, ordinance, judgment, order, writ, decree, or ruling to which NCMPA (or any of its officials in their respective capacities as such) or its property is subject.

7. There are no legal proceedings threatened or pending that would be reasonably likely to materially adversely affect NCMPA's ability to perform the Agreement.

8. NCMPA is subject to suit and liability with respect to its contractual obligations under the Agreement, in accordance with the Agreement, and does not, with respect to its contractual obligations under the Agreement, have any immunity from suit or jurisdiction on the grounds of sovereignty or otherwise.

The opinions expressed herein are subject to the following qualifications:

(a) The enforceability of the Agreement and the rights and remedies thereunder are subject to and may be limited by (i) applicable bankruptcy, insolvency, reorganization, moratorium, receivership, conservatorship, or other similar laws from time-to-time in effect relating to or affecting generally the enforcement of creditors' rights, and (ii) general principles of equity, including without limitation, concepts of materiality, reasonableness, good faith, and fair dealing (regardless of whether considered in a proceeding at law or an equity);

(b) We express no opinion as to the enforceability of any provision of the Agreement purporting to waive the right to trial by jury, constitute a consent to jurisdiction or waiver of service of process; and

(c) The opinions expressed herein are limited to the laws of the State of North Carolina and the Federal laws of the United States of America. For purposes of the opinions expressed in this opinion, we have assumed that the Agreement will be governed by North Carolina law exclusively, notwithstanding any provision of the Agreement designating the law of any other state as the governing law.

The opinions expressed herein are based on laws and facts existing as of the date hereof. We expressly disclaim any obligation to update or supplement this opinion letter for changes in law or fact occurring or coming to our attention after the date hereof.

We are furnishing this opinion letter to you only and no other person or entity is entitled to rely on this opinion letter without our express written consent.

Sincerely,

EXHIBIT 3

FORM OF LEGAL OPINION AS TO PURCHASER

_____, 2023

North Carolina Municipal Power Agency Number 1
1427 Meadow Wood Blvd
Raleigh, NC 27604

Re: Power Purchase Agreement dated as of _____, 2023 by and between
North Carolina Municipal Power Agency Number 1 and Central Electric Power
Cooperative and Exhibits thereto (collectively, the "Agreement")

Ladies and Gentlemen:

We have acted as counsel for Central Electric Power Cooperative, Inc. ("Central") in connection with the authorization, approval and execution of the Agreement. We are providing this opinion at Central's request, pursuant to the Agreement.

In rendering this opinion, we have assumed the authenticity of all documents submitted to us as certified or photostatic copies.

Based on the foregoing, and subject to the assumptions and qualifications contained herein, we are of the opinion as of this date that:

1. Central is a generation and transmission electric cooperative formed under SC Code 33-49-10 et. seq. ("South Carolina Electric Cooperative Act").
2. Central has the power and authority to execute and deliver the Agreement and to perform its obligations thereunder. The execution, delivery, and performance of the Agreement by Central has been authorized by all necessary action on the part of the governing body of Central.
3. Resolutions authorizing the execution, delivery, and performance of the Agreement by Central were duly adopted by the governing body of Central on _____, at a meeting duly called and regularly assembled in accordance with applicable South Carolina law including, without limitation, any requirements of Central's articles of incorporation and bylaws.
4. The Agreement has been duly executed and delivered by Central and constitutes the legal, valid, binding, and enforceable obligations of Central.
5. No approval, consent, or authorization of any governmental body or public agency or authority not already obtained is required for the execution, delivery, and performance of the Agreement by Central.

6. The execution, delivery, and performance of the Agreement by Central and the provisions thereof do not conflict with, violate, or constitute a breach of, or default under, any instrument relating to the creation, authorization, organization, existence, or operation of Central; any commitment, agreement, or other instrument to which Central is a party or by which it or its property or assets is bound or affected; or any constitution, law, rule, regulation, government code, resolution, ordinance, judgment, order, writ, decree, or ruling to which Central (or any of its officials in their respective capacities as such) or its property is subject.

7. There are no legal proceedings threatened or pending that would be reasonably likely to materially adversely affect Central's ability to perform the Agreement.

8. Central is subject to suit and liability with respect to its contractual obligations under the Agreement, in accordance with the Agreement, and does not, with respect to its contractual obligations under the Agreement, have any immunity from suit or jurisdiction on the grounds of sovereignty or otherwise.

The opinions expressed herein are subject to the following qualifications:

(a) The enforceability of the Agreement and the rights and remedies thereunder are subject to and may be limited by (i) applicable bankruptcy, insolvency, reorganization, moratorium, receivership, conservatorship, or other similar laws from time-to-time in effect relating to or affecting generally the enforcement of creditors' rights and (ii) general principles of equity, including without limitation, concepts of materiality, reasonableness, good faith, and fair dealing (regardless of whether considered in a proceeding at law or an equity);

(b) We express no opinion as to the enforceability of any provision of the Agreement purporting to waive the right to trial by jury, constitute a consent to jurisdiction or waiver of service of process; and

(c) The opinions expressed herein are limited to the laws of the State of South Carolina and the Federal laws of the United States of America. For purposes of the opinions expressed in this opinion, we have assumed that the Agreement will be governed by South Carolina law exclusively, notwithstanding any provision of the Agreement designating the law of any other state as the governing law.

The opinions expressed herein are based on laws and facts existing as of the date hereof. We expressly disclaim any obligation to update or supplement this opinion letter for changes in law or fact occurring or coming to our attention after the date hereof.

We are furnishing this opinion letter to you only and no other person or entity is entitled to rely on this opinion letter without our express written consent.

Sincerely,

EXECUTION VERSION

IN WITNESS WHEREOF, the Parties, intending to be legally bound, have caused this Agreement to be executed by their duly authorized representatives as of the day and year first written above.

Central Electric Power Cooperative, Inc.

By:

Robert C. Hochstetler

Name: Robert C. Hochstetler

Title: President and CEO

Date:

JUNE 5, 2023

CENTRAL
LEGAL APPROVED

6/2/2023
SG

Attest:

Sharon G. Kirkland

Name:

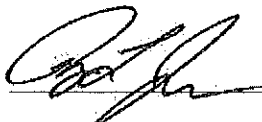
Sharon G. Kirkland

Title:

Manager of Administrative Services

EXECUTION VERSION

North Carolina Municipal Power Agency Number 1

By: 

Name: Roy L. Jones

Title: Chief Executive Officer

Date: 6/5/23

Attest:



Name: F. Timothy TUNIS

Title: Chief Financial Officer

**Execution Copy
City of High Point**

**NORTH CAROLINA MUNICIPAL POWER AGENCY
NUMBER 1**

**Amendment Agreement No. 3
to
Project Power Sales Agreement
Catawba Nuclear Project**

Dated as of July 28, 2023

NORTH CAROLINA MUNICIPAL POWER AGENCY NUMBER 1

AMENDMENT AGREEMENT NO. 3 to PROJECT POWER SALES AGREEMENT CATAWBA NUCLEAR PROJECT

This AMENDMENT AGREEMENT No. 3 is dated as of the 28th day of July, 2023, and entered into by North Carolina Municipal Power Agency Number 1 (including successors and permitted assigns, “Power Agency”) and the municipality of the State of North Carolina (including successors and permitted assigns, the “Participant”) that has executed this Amendment Agreement No. 3 (as supplemented and amended, the “Amendment Agreement No. 3”).

WHEREAS, the parties hereto are parties to a Project Power Sales Agreement, Catawba Nuclear Project, dated as of May 1, 1978, as amended by an Amendment Agreement dated as of October 31, 1984, and an Amendment Agreement No. 2, dated as of April 15, 2005 (as amended, the “Project Power Sales Agreement”); and

WHEREAS, Power Agency has entered into a Power Purchase Agreement (as the same may be supplemented and amended, the “PPA”) with Central Electric Power Cooperative, Inc. (including successors and permitted assigns, “Central”), dated as of June 5, 2023, pursuant to which Power Agency has agreed to deliver and sell to Central, and Central has agreed to receive and purchase from Power Agency, approximately 18% of Power Agency’s Project Output; and

WHEREAS, the obligations of Power Agency and Central under the PPA are subject to, among other conditions, the (i) consent of the Participant to, and approval of, the consummation of the transactions contemplated by the PPA, and (ii) the execution of this Amendment Agreement No. 3; and

WHEREAS, Power Agency and the Participant desire to amend the Project Power Sales Agreement and enter into this Amendment Agreement No. 3 to give effect to the transactions contemplated by the PPA; and

WHEREAS, on May 25, 2023, the Board of Directors of Power Agency adopted a resolution pursuant to which it approved this Amendment Agreement No. 3 and directed that it be submitted to the Participants for approval; and

WHEREAS, the governing board of the Participant has consented to and approved the consummation of the transactions contemplated by the PPA and authorized the execution and delivery of this Amendment Agreement No. 3.

NOW, THEREFORE, the parties hereto mutually agree as follows:

Section 1. Definitions. Unless the context clearly indicates otherwise, all capitalized terms used in this Amendment Agreement No. 3, including the preambles hereto, which are

defined in the Project Power Sales Agreement shall for all purposes of this Amendment Agreement No. 3 have the respective meanings given to them in the Project Power Sales Agreement.

Section 2. Amendment to Project Power Sales Agreement.

(a) SubSection (n) (1) of Section 1, *Definitions*, of the Project Power Sales Agreement is hereby amended by deleting the same in its entirety and, in lieu thereof, adding the following thereto:

“(1) the amount which may be required by Power Agency during such month to pay costs pursuant to the Operating Agreement, as affected by the exchange payment provisions of Article 14 of the Interconnection Agreement, plus the payments required for the McGuire Reliability Exchange pursuant to Article 5 and Section 8.2, or Article 11, all of the Interconnection Agreement, plus the payments for Replacement Energy pursuant to Section 8.1(c) of the Interconnection Agreement, less revenues received from sales of Project Output to other than the Participants, including, but not limited to, payments received from Central Electric Power Cooperative, Inc. pursuant to the Power Purchase Agreement dated as of June 5, 2023, and payments received from Duke for Purchased Capacity, Purchased Energy and Surplus Energy pursuant to the Interconnection Agreement and for Duke’s Reliability Exchange Entitlement from the Catawba Nuclear Station pursuant to the McGuire Reliability Exchange as provided in Section 10.2(b) of the Interconnection Agreement;”

(b) Section 4, *Sale and Purchase of Participant’s Share*, of the Project Power Sales Agreement is amended hereby by inserting the following as a new second sentence thereto:

“At any particular time during the term of this Agreement, the amounts of Project Output to which Power Agency is entitled shall be calculated by giving effect to any sales thereof by Power Agency pursuant to power purchase agreements approved by all of the Participants.”

Section 3. Savings Clause. Except as herein amended, the existing provisions of the Project Power Sales Agreement shall remain in full force and effect.

Section 4. Preaudit Certification. Execution of this Amendment Agreement No. 3 by the finance officer of the Participant shall constitute a certification of such finance officer that, to the extent this Amendment Agreement No. 3 requires the Participant to satisfy a financial obligation during the Participant’s fiscal year in which the Effective Date occurs, this Amendment Agreement No. 3 has been preaudited in the manner required by the N.C. Local Government Budget and Fiscal Control Act.

Section 5. Effective Date. This Amendment Agreement No. 3 shall become effective upon execution and delivery of similar agreements by Power Agency and each Participant.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment Agreement No. 3 all by authority of their respective governing bodies duly given.

Executed this ____ day of _____, 2023.

[Signatures on following page]

CITY OF HIGH POINT

By: _____
Mayor

Attest:

For purposes of Section 4 only:

City Clerk

Finance Officer

(SEAL)

Executed this 28 day of July, 2023.

NORTH CAROLINA MUNICIPAL
POWER AGENCY NUMBER 1

By: _____
Chief Executive Officer

Attest:

Assistant Secretary



[Signature Page of Amendment Agreement No. 3]

**Execution Copy
City of High Point**

**NORTH CAROLINA MUNICIPAL POWER AGENCY
NUMBER 1**

**Agreement Regarding
the Sale and Purchase of
Excess Participant's Share
of
Project Output**

Dated as of July 28, 2023

NORTH CAROLINA MUNICIPAL POWER AGENCY NUMBER 1

AGREEMENT REGARDING THE SALE AND PURCHASE OF EXCESS PARTICIPANT'S SHARE OF PROJECT OUTPUT

THIS AGREEMENT REGARDING THE SALE AND PURCHASE OF EXCESS PARTICIPANT'S SHARE OF PROJECT OUTPUT is dated as of the 28th day of July, 2023, and entered into by North Carolina Municipal Power Agency Number 1 (including successors and permitted assigns, "Power Agency") and the municipality of the State of North Carolina (including successors and permitted assigns, the "Participant") that has executed this Agreement Regarding the Sale and Purchase of Excess Participant's Share of Project Output (as supplemented and amended, the "Agreement").

WHEREAS, the parties hereto are parties to a Project Power Sales Agreement, Catawba Nuclear Project, dated as of May 1, 1978, as amended by an Amendment Agreement dated as of October 31, 1984, an Amendment Agreement No. 2, dated as of April 15, 2005 and an Amendment Agreement No. 3, dated as of the date hereof (as amended, the "Project Power Sales Agreement"), and Power Agency has entered into similar agreements with 18 other municipalities of the State of North Carolina (collectively with the Participant, the "Participants", and such other agreements, collectively with the Project Power Sales Agreement, the "Project Power Sales Agreements"); and

WHEREAS, pursuant to the terms and conditions of the Project Power Sales Agreements, Power Agency sells and each Participant purchases its Participant's Share of Project Output; and

WHEREAS, for any given Participant, from time to time, (i) a portion of its entitlement to Project Output under the Project Power Sales Agreement may exceed the power and energy required by it from the Project, or (ii) its entitlement to Project Output under the Project Power Sales Agreement may be less than the power and energy required by it from the Project; and

WHEREAS, Power Agency and the Participants have been engaged in discussions regarding the sale of that portion of a given Participant's entitlement to Project Output under the Project Power Sales Agreement that exceeds the power and energy required by it from the Project to one or more other Participants whose entitlement to Project Output is less than the power and energy required by it from the Project, such that, during each year for the remaining term of the Project Power Sales Agreements, Power Agency will sell and each Participant will purchase an amount of Project Output equal to such Participant's Load Ratio Share of Project Output; and

WHEREAS, Power Agency and the Participants desire to memorialize such discussions by this Agreement and similar agreements entered into by each of the other Participants; and

WHEREAS, by letter dated December 7, 2001, the Participant, pursuant to the terms and conditions of Section 11 of the Project Power Sales Agreement, requested that Power Agency use

its best efforts to sell or exchange from time to time all or a portion of each of their entitlements to Project Output that is in excess of each of their respective power and energy requirements (each an "Authorization Agreement"); and

NOW, THEREFORE, pursuant to and subject to the terms and conditions of Section 11 of the Project Power Sales Agreement, the Participant's Authorization Agreement and this Agreement, the parties hereto mutually agree as follows:

Section 1. **Definitions.** Terms not defined herein shall have the meanings assigned thereto by the Project Power Sales Agreement.

(a) "Load Ratio Share" means, with respect to the Participant, a 50/50 weighting of the following two percentages:

- (1) the percentage that is equal to the sum of the Participant's Monthly Non-Coincident Peak Demand during the previous five (5) years, divided by the sum of all Participants' Monthly Non-Coincident Peak Demands during the same five (5) years; and
- (2) the percentage that is equal to the sum of the Participant's Monthly Energy during the previous five (5) years, divided by the sum of all Participants' Monthly Energy during the same five (5) years.

For purposes of determining the foregoing percentages, the Load Ratio Share shall be calculated based on loads over the five (5) year period (60 months) ending on July 1 of the year in which the calculation is made and demand and energy values shall be reduced by Southeastern Power Administration (SEPA) capacity allocations (in kW).

(b) "Monthly Non-Coincident Peak", for any month, shall mean the Participant's highest integrated clock hour metered demands (in kW) recorded during such month, reduced by the amount of such Participant's SEPA capacity allocation (in kW).

(c) "Monthly Energy", for any month, shall mean the total energy requirements (in kWh) of the Participant metered during such month, reduced by the amount of SEPA energy deemed to have been delivered (in kWh).

Section 2. **Purpose and Intent of Sales and Purchases.** It is the purpose and intent of this Agreement that, following the sales and purchases pursuant to Sections 4 and 5 and the other provisions hereof, Section 11 of the Project Power Sales Agreement, and the Participant's Authorization Agreement, the Participant's purchase of Project Output in each calendar year will equal its Load Ratio Share. Power Agency may take such action as may be necessary or advisable in furtherance of the foregoing purpose and intent.

Section 3. **Determination of Load Ratio Share.** Not later than December 1 of each calendar year during the remaining term of the Project Power Sales Agreement, commencing on December 1, 2023 for the calendar year 2024, Power Agency shall calculate and deliver to the

Participant a written determination of its Load Ratio Share of Project Output for the ensuing calendar year.

Section 4. **Sale of Excess Participant's Participant's Share.** To the extent that Power Agency determines for any given Participant, pursuant to Section 2 hereof, for any calendar year that its Participant's Share is greater than its Load Ratio Share, Power Agency, beginning on January 1 of that year and continuing thereafter during such calendar year, shall sell to other Participants that portion of the Participant's Participant's Share of Project Output that is determined to exceed the Participant's Load Ratio Share of Project Output ("Decreased Allocation of Project Output") such that its share of Project Output thereafter (until revised in accordance herewith) is equal to its Load Ratio Share of Project Output, as determined in the manner set forth herein. Notwithstanding the foregoing, each Participant that sells a Decreased Allocation of Project Output pursuant to this Section 4 shall remain liable to Power Agency to pay the full amount of its Participant's Share of Monthly Project Power Costs; provided, however, that such liability shall be discharged to the extent that Power Agency receives payment for the Decreased Allocation of Project Output from the purchaser or purchasers therefor.

Section 5. **Purchase of Excess Participant's Participant's Share.** To the extent that Power Agency determines for any given Participant, pursuant to Section 2 hereof, for any calendar year that its Participant's Share is less than its Load Ratio Share, Power Agency, beginning on January 1 of that year and continuing thereafter during such calendar year, shall purchase from other Participants and sell to such Participant an amount of power and energy from other Participants (the "Increased Allocation of Project Output") such that its share of Project Output thereafter (until revised in accordance herewith) is equal to its Load Ratio Share of Project Output, as determined in the manner set forth herein. Each Participant that purchases an Increased Allocation of Project Output pursuant to this Section 5 shall be liable to Power Agency to pay that portion of Monthly Project Power Costs attributable to the Increased Allocation of Project Output purchased by such Participant.

Section 6. **Remedies.** In the event of a breach, or a threatened or attempted breach, of this Agreement, either party shall, in addition to any other legal and equitable rights and remedies, be entitled to seek injunctive relief, or a decree of specific performance, and shall not be required to post bond in connection with any such injunction. Damages recovered by either party as a result of a breach of this Agreement shall be limited to actual damages.

Section 7. **Applicable Law.** This Agreement is made under and shall be governed by the law of the State of North Carolina. Headings herein are for convenience only and shall not influence the construction hereof.

Section 8. **Preaudit Certification.** Execution of this Agreement by the finance officer of the Participant shall constitute a certification of such finance officer that, to the extent this Agreement requires the Participant to satisfy a financial obligation during the Participant's fiscal year in which the Effective Date occurs, this Agreement has been preaudited in the manner required by the N.C. Local Government Budget and Fiscal Control Act.

Section 9. Effective Date, Term and Amendments. This Agreement shall become effective upon execution and delivery of similar agreements by Power Agency and each Participant and continue in effect for the remaining term of the Project Power Sales Agreement. No amendment, modification or supplement to this Agreement shall be effective unless approved or consented to by each Participant that has signed an agreement similar to this Agreement.

Section 10. Execution in Counterparts. This Agreement may be executed in counterparts, all of which together shall constitute a single agreement of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement Regarding the Sale and Sale Purchase of Excess Participant's Share of Project Output by authority of their respective governing bodies duly given.

Executed this ____ day of _____, 2023.

[Signatures on following page]

CITY OF HIGH POINT

By: _____
Mayor

Attest:

For purposes of Section 8 only:

City Clerk

Finance Officer

(SEAL)

Executed this 10 day of AUGUST, 2023.

NORTH CAROLINA MUNICIPAL
POWER AGENCY NUMBER 1

By: 
Chief Executive Officer

Attest:


Assistant Secretary



Signature Page of Agreement Regarding the Sale and Purchase of
Excess Participant's Share of Project Output]

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF HIGH POINT, NORTH CAROLINA DETERMINING THAT IT IS IN THE BEST INTERESTS OF THE CITY OF HIGH POINT TO APPROVE THE POWER PURCHASE AGREEMENT BY AND BETWEEN NORTH CAROLINA MUNICIPAL POWER AGENCY NO. 1 AND CENTRAL ELECTRIC POWER COOPERATIVE, INC., TO CONSENT TO THE TRANSACTIONS CONTEMPLATED THEREBY, AND TO APPROVE AND AUTHORIZE THE EXECUTION AND DELIVERY OF, AMONG OTHER DOCUMENTS, AN AMENDMENT TO THE PROJECT POWER SALES AGREEMENT WITH NORTH CAROLINA MUNICIPAL POWER AGENCY NUMBER 1

WHEREAS, the City of High Point (the "Municipality") and North Carolina Municipal Power Agency Number 1 ("Power Agency") entered into a Project Power Sales Agreement, Catawba Nuclear Project (the "Power Sales Agreement"), dated as of the first day of May, 1978, pursuant to which Power Agency provides, or causes to be provided, the Municipality with power and energy from the Catawba Project; and

WHEREAS, the Board of Directors of Power Agency, on May 25, 2023, adopted (i) Resolution BDR-4-23 (the "Resolution"), which, among other things, approves and authorizes the execution and delivery of a Power Purchase Agreement (the "PPA") between the Power Agency and Central Electric Power Cooperative, Inc. ("Central") pursuant to which Power Agency will sell and Central will purchase nuclear capacity and energy associated with a portion of Power Agency's ownership and contractual interest in the Catawba Project, (ii) Resolution BDR-5-23 authorizing Power Agency to execute and deliver to each Participant an amendment to the Power Sales Agreement to give effect to the transactions contemplated by the PPA ("Amendment Agreement No. 3"), and, on July 28, 2023, adopted (iii) Resolution BDR-9-23 authorizing Power Agency to execute and deliver to each Participant the Agreement Regarding the Purchase and Sale

of Excess Participant's Share of Project Output ("Excess Participant's Share Agreement") and a Letter of Intent Regarding the Sizing of Participant's Shares of Catawba (Post 2023)(the "Letter of Intent") and to take such actions as are necessary, advisable or convenient to obtain the consent of each Participant to, and the approval of each Participant of: the consummation of the transactions contemplated by the PPA, and Amendment Agreement No. 3; and

WHEREAS, Power Agency has caused GDS Associates, Inc., Power Agency's Consulting Engineer, to prepare an economic analysis of the projected impact of the transactions contemplated by the PPA on Power Agency's wholesale power costs and proposed full requirements wholesale rates (the "Economic Analysis"); and

WHEREAS, Power Agency has caused to be furnished to the Municipality each of the following: (i) the PPA, (ii) Resolution BDR-4-23, (iii) Resolution BDR-5-23, (iv) Resolution BDR-9-23, (v) an executed Amendment Agreement No. 3, dated as of July 28, 2023, (vi) an executed Excess Participant's Share Agreement, dated as of July 28, 2023, (vii) a copy of the Letter of Intent, and (viii) the Economic Analysis; and

WHEREAS, the City Council of the Municipality (the "Governing Body") has taken into consideration the benefits which might be achieved by (i) approving the transactions contemplated by the PPA, and (ii) approving, executing and delivering Amendment Agreement No. 3 and the Excess Participant's Share Agreement.

NOW, THEREFORE, BE IT ORDAINED, by the City Council of the City of High Point:

1. After due consideration to the contents of each of the preambles set forth above and to each of the documents referred to in such preambles, the Governing Body hereby finds and determines that it is in the best interests of the Municipality (i) to consent

to and approve the consummation of the transactions contemplated by the PPA, and the same is hereby consented to and approved, and (ii) to enter into Amendment Agreement No. 3 and the Excess Participant's Share Agreement.

2. The Governing Body hereby authorizes and directs that Amendment Agreement No. 3 and the Excess Participant's Share Agreement be executed for and on behalf of the Municipality by the Mayor and Clerk, sealed with the seal of the Municipality and delivered to the Power Agency in the form and substance of Amendment Agreement No. 3 and the Excess Participant's Share Agreement presented at this meeting.

3. The Governing Body hereby directs the Clerk to furnish or cause to be furnished to Power Agency a certified copy of this ordinance together with the executed Amendment Agreement No. 3.

4. The Governing Body hereby directs the Clerk to file with the minutes of this meeting (i) the PPA, (ii) Resolution BDR-4-23, (iii) Resolution BDR-5-23, (iv) Resolution BDR-9-23, (v) the proposed Amendment Agreement No. 3, (vi) the proposed Excess Participant's Share Agreement, (vii) the copy of the Letter of Intent, and (viii) the Economic Analysis as presented and available at this meeting.

5. This Ordinance shall become effective upon its adoption.

ADOPTED this ____ day of _____, 2023.

Mayor

ATTEST:

Clerk

(SEAL)



City of High Point

Municipal Office Building
211 S. Hamilton Street
High Point, NC 27260

Master

File Number: 2023-399

File ID: 2023-399

Type: Miscellaneous Item

Status: To Be Introduced

Version: 1

Reference:

In Control: Finance Committee

File Created: 08/14/2023

File Name:

Final Action:

Title: Review Information from High Point x Design for a Design, Art & Science Symposium and Exhibit
Staff will provide information from High Point x Design for a Design, Art & Science Symposium and Exhibit(Finance Committee forwarded this item to City Council without a recommendation)

Notes:

Sponsors:

Enactment Date:

Attachments: High Point x Design, Presentation - Science in Design

Enactment Number:

Contact Name:

Hearing Date:

Drafter Name: sandra.keeney@highpointnc.gov

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
---------------	--------------	-------	---------	----------	-----------	-----------------	---------

CITY OF HIGH POINT

AGENDA ITEM



TITLE: High Point x Design, Art & Science Symposium	
FROM: Greg Ferguson, Deputy City Manager	MEETING DATE: August 21, 2023
PUBLIC HEARING: n/a	ADVERTISED DATE/BY: n/a
ATTACHMENTS: Science in Design Design, Art & Science Symposium Exhibit	

PURPOSE: Consider funding request from High Point x Design for a Design, Art & Science Symposium and Exhibit.

BACKGROUND: At their November 2022 retreat, City Council set raising High Point's profile as a "world arts and design capital" as one of five strategic goals.

Science in Design is planning an inaugural Design, Art & Science Symposium for October 2023. The 3-day event will offer education, networking, product discovery, hospitality, experiential exhibits, innovation, and inspiration.

The Science in Design effort is described as "dedicated to educating the design and trade industries on the physical and emotional health benefits of beauty, nature and fine design. Their mission is to help the industry to learn innovative, evidence-based education and to incorporate the healing power of beauty, a power documented by the study of neuroaesthetics and medicine."

In addition to the Symposium, there is a desire to have an Exhibit at the American Home Furnishings Hall of Fame for a period of time for the larger High Point Community to explore and learn how design can be a source of health and well-being for people.

BUDGET IMPACT: n/a

RECCOMENDATION/ACTION REQUESTED: Review Presentation provided at Finance Committee.



Science in Design

THE CONVERGENCE OF SCIENCE AND
DESIGN THROUGH NEUROAESTHETICS

Science in Design–Strategic Vision

Science in Design believes that understanding humans and their needs is essential for the future of interior design and architecture. It is an evolutionary imperative that humans have a need for aesthetic experiences, and this need is hard-wired in our DNA.

**Therefore, beauty and design are not optional...
... they are essential for our well-being.**



Amazon Spheres

The Medical Industry

“Architects and designers have a greater ability to improve public health than medical professionals.”

Dr. Claudia Miller

UT School of
Environmental Medicine -
San Antonio





DESIGN, ART + SCIENCE Symposium

3 Days
5 Events
15 Speakers



Hall of Fame Exhibit



High Point Community Connection Hall of Fame Exhibit– Science in Design

- An immersive and interactive exhibit
- Located at the American Home Furnishings Hall of Fame
- Community use of HOF exhibit—now adding “Science”
 - biophilia, technology, color, and neuroaesthetics
- Educational seminars with HPXD, schools, local and visiting organizations
- Duration of 6 months
- Designed by award winning Trio Design - Denver, CO
- Estimated installation expense: \$29-\$31k



City of High Point

Municipal Office Building
211 S. Hamilton Street
High Point, NC 27260

Master

File Number: 2023-369

File ID: 2023-369

Type: Resolution

Status: To Be Introduced

Version: 1

Reference:

In Control: Finance Committee

File Created: 08/02/2023

File Name:

Final Action:

Title: Consideration of a Resolution Approving an Interlocal Agreement with Guilford County For American Rescue Plan Act (ARPA) Funds.
City Council is requested to approve a resolution for an interlocal agreement with Guilford County for ARPA funds and authorize the appropriate City Official(s) to execute all necessary documents.

Notes:

Sponsors:

Enactment Date:

Attachments: Resolution Approving an Interlocal Agreement with Guilford County for American Rescue Plan Act Funds

Enactment Number:

Contact Name:

Hearing Date:

Drafter Name: sandra.keeney@highpointnc.gov

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
---------------	--------------	-------	---------	----------	-----------	-----------------	---------



City of High Point

Municipal Office Building
211 S. Hamilton Street
High Point, NC 27260

Master

File Number: 2023-361

File ID: 2023-361

Type: Miscellaneous Item

Status: To Be Introduced

Version: 1

Reference:

In Control: Finance Committee

File Created: 07/28/2023

File Name:

Final Action:

Title: Consideration of a Contract with D-UP, Inc. in the amount of \$3,000,000
City Council is requested to authorize the City Manager to enter into a contract with D-UP, Inc. for the Washington Street Enhancement Project in the amount of \$3,000,000, approve the budget ordinance amendment, and authorize the appropriate City Official(s) to execute all necessary documents. (Recommended by Finance Committee)

Notes:

Sponsors:

Enactment Date:

Attachments: Contract With D-UP - Guilford County ARPA Funds

Enactment Number:

Contact Name:

Hearing Date:

Drafter Name: sandra.keeney@highpointnc.gov

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
---------------	--------------	-------	---------	----------	-----------	-----------------	---------

CITY OF HIGH POINT

AGENDA ITEM



TITLE: Contract with D-UP, Inc. – Guilford County American Rescue Plan Act (ARPA) Funds	
FROM: Stephen M. Hawryluk Budget & Performance Director	MEETING DATE: August 21, 2023
PUBLIC HEARING: n/a	ADVERTISED DATE/BY:
ATTACHMENTS: Budget Ordinance Amendment	

PURPOSE: To contract with D-UP, Inc. for the Washington Street Enhancement Project.

BACKGROUND: In September 2022, the Guilford County Board of County Commissioners approved the allocation of \$5,500,000 in American Rescue Plan Act (ARPA) funds to the City of High Point for three community projects: D-UP, Inc. (\$3,000,000), the YMCA of High Point (\$500,000), and the Hayden-Harman Foundation (\$2,000,000). These funds would pass-through the City of High Point and the City will manage and oversee the implementation of the projects.

\$3,000,00 will be allocated to the D-UP, Inc. Washington Street Enhancement Project. The goal of this project is to revitalize historic Washington Street into a thriving and distinctive district and support the D-UP expansion goal to serve more youth and families with a message to “Restore the Hope” of the community. The project supports development of a year-round state-of-the-art STEM, gymnasium complex, and arts facility for all ages and abilities at a central location to bring communities and visitors together for high quality fitness, education, arts and culture, recreation, and social opportunities. The project also supports the redevelopment of the Blackbox Theater, which will be used as a gym/event space for rent. D-UP’s new facilities will bring opportunities for more job/employment opportunities, as well as retail space for small business owners.

BUDGET IMPACT: These are pass-through funds from Guilford County via the American Rescue Plan Act (ARPA). There is no local budget impact.

RECOMMENDATION /ACTION REQUESTED: Staff recommends and asks City Council to authorize the City Manager to enter into a contract with D-UP, Inc. for the Washington Street Enhancement Project, in the amount of \$3,000,000, authorize the appropriate City Official(s) to execute all necessary documents, and approve the budget ordinance amendment for the Washington Street Enhancement project.

"AN ORDINANCE AMENDING THE 2023-2024 BUDGET ORDINANCE
OF THE CITY OF HIGH POINT, NORTH CAROLINA
TO APPROPRIATE AMERICAN RESCUE PLAN ACT (ARPA) FUNDS
PASSED THROUGH BY GUILFORD COUNTY

Be it ordained by the City Council of the City of High Point, North Carolina, as follows:

Section 1. The proposed amendment appropriates \$3,000,000 in funds from Guilford County for the D-Up, Inc. Washington Street Enhancement project.

Section 2. The 2023-2024 Budget Ordinance of the City of High Point should be amended as follows:

(A) That the following Special Revenue Fund revenues be amended as follows:

Guilford County	\$3,000,000
-----------------	-------------

(B) That the following Special Revenue Fund expenditures be amended as follows:

D-Up, Inc.	\$3,000,000
------------	-------------

Section 3. That all ordinances, or parts of ordinances in conflict with this ordinance are hereby repealed to the extent of such conflict.

Section 4. That this ordinance shall be effective from and after its passage."

Adopted by High Point City Council, this the 21st day of August 2023

Jay W. Wagner, Mayor

ATTEST

Sandra Keeney,
City Clerk



City of High Point

Municipal Office Building
211 S. Hamilton Street
High Point, NC 27260

Master

File Number: 2023-362

File ID: 2023-362

Type: Miscellaneous Item

Status: To Be Introduced

Version: 1

Reference:

In Control: Finance Committee

File Created: 07/28/2023

File Name:

Final Action:

Title: Consideration of a Contract with the Hayden-Harman Foundation in the amount of \$2,000,000
City Council is requested to enter into a contract with the Hayden-Harman Foundation in the amount of \$2,000,000 for "The Bridge" project, approve a budget ordinance amendment, and authorize the appropriate City Official(s) to execute all necessary documents.

Notes:

Sponsors:

Enactment Date:

Attachments: Contract With Hayden-Harman Foundation - Guilford County ARPA Funds

Enactment Number:

Contact Name:

Hearing Date:

Drafter Name: sandra.keeney@highpointnc.gov

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
---------------	--------------	-------	---------	----------	-----------	-----------------	---------

CITY OF HIGH POINT

AGENDA ITEM



TITLE: Contract with Hayden-Harman Foundation – Guilford County American Rescue Plan Act (ARPA)	
FROM: Stephen M. Hawryluk Budget & Performance Director	MEETING DATE: August 21, 2023
PUBLIC HEARING: No	ADVERTISED DATE/BY:
ATTACHMENTS: Budget ordinance amendment	

PURPOSE: To contract with the Hayden-Harman Foundation for “The Bridge” project.

BACKGROUND: In September 2022, the Guilford County Board of County Commissioners approved the allocation of \$5,500,000 in American Rescue Plan Act (ARPA) funds to the City of High Point for three community projects: D-UP, Inc. (\$3,000,000), the YMCA of High Point (\$500,000), and the Hayden-Harman Foundation (\$2,000,000). These funds would pass-through the City of High Point and the City will manage and oversee the implementation of the projects.

\$2,000,00 will be allocated to the Hayden-Harman Foundation for “The Bridge” project. The goal of the project is to develop a comprehensive community-based center designed to increase access to healthy foods, health services, job skill training, agribusiness development, and youth development. Partners in the project include the Hayden-Harman Foundation, Growing High Point, and Resilience High Point.

BUDGET IMPACT: These are pass-through funds from Guilford County via the American Rescue Plan Act (ARPA). There is no local budget impact.

RECOMMENDATION/ACTION REQUESTED:

Staff recommends and asks City Council to authorize the City Manager to enter into a contract with the Hayden-Harman Foundation. for “The Bridge” project, in the amount of \$2,000,000, authorize the appropriate City Official(s) to execute all necessary documents, and approve the budget ordinance amendment for “The Bridge” project.

“AN ORDINANCE AMENDING THE 2023-2024 BUDGET ORDINANCE
OF THE CITY OF HIGH POINT, NORTH CAROLINA
TO APPROPRIATE AMERICAN RESCUE PLAN ACT (ARPA) FUNDS
PASSED THROUGH BY GUILFORD COUNTY

Be it ordained by the City Council of the City of High Point, North Carolina, as follows:

Section 1. The proposed amendment appropriates \$2,000,000 in funds from Guilford County for the Hayden-Harman Foundation “Bridge” Project.

Section 2. The 2023-2024 Budget Ordinance of the City of High Point should be amended as follows:

(A) That the following Special Revenue Fund revenues be amended as follows:

Guilford County	\$2,000,000
-----------------	-------------

(B) That the following Special Revenue Fund expenditures be amended as follows:

Hayden-Harman Foundation	\$2,000,000
--------------------------	-------------

Section 3. That all ordinances, or parts of ordinances in conflict with this ordinance are hereby repealed to the extent of such conflict.

Section 4. That this ordinance shall be effective from and after its passage."

Adopted by High Point City Council, this the 21st day of August 2023

Jay W. Wagner, Mayor

ATTEST

Sandra Keeney,
City Clerk



City of High Point

Municipal Office Building
211 S. Hamilton Street
High Point, NC 27260

Master

File Number: 2023-363

File ID: 2023-363

Type: Miscellaneous Item

Status: To Be Introduced

Version: 1

Reference:

In Control: Finance Committee

File Created: 07/28/2023

File Name:

Final Action:

Title: Consideration of a Contract with the YMCA of High Point in the amount of \$500,000
City Council is requested to enter into a contract with the YMCA of High Point in the amount of \$500,00 for the Out of School Time (OST), Social and Emotional Learning (SEL), and Enrichment/Physical Activity Program, approve a budget ordinance amendment, and authorize the appropriate City Official(s) to execute all necessary documents.

Notes:

Sponsors:

Enactment Date:

Attachments: Contract With YMCA of High Point - Guilford County
ARPA Funds

Enactment Number:

Contact Name:

Hearing Date:

Drafter Name: sandra.keeney@highpointnc.gov

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
---------------	--------------	-------	---------	----------	-----------	-----------------	---------

CITY OF HIGH POINT

AGENDA ITEM



TITLE: Contract with YMCA of High Point – Guilford County American Rescue Plan Act (ARPA) Funds	
FROM: Stephen M. Hawryluk Budget & Performance Director	MEETING DATE: August 21, 2023
PUBLIC HEARING:	ADVERTISED DATE/BY:
ATTACHMENTS: Budget ordinance amendment	

PURPOSE: To contract with the YMCA of High Point for the Out of School Time (OST), Social and Emotional Learning (SEL), and Enrichment/Physical Activity Program.

BACKGROUND: In September 2022, the Guilford County Board of County Commissioners approved the allocation of \$5,500,000 in American Rescue Plan Act (ARPA) funds to the City of High Point for three community projects: D-UP, Inc. (\$3,000,000), the YMCA of High Point (\$500,000), and the Hayden-Harman Foundation (\$2,000,000). These funds would pass-through the City of High Point and the City will manage and oversee the implementation of the projects.

\$500,000 will be allocated to the YMCA of High Point for the Out of School Time (OST), Social and Emotional Learning (SEL), and Enrichment/Physical Activity Program at the Hartley and Chavis branches. The program helps to develop youth's confidence, creates friendships, and builds a sense of belonging. From games and sports to outdoor adventure and technology, the Program will continue to offer kids the chance to regain many of the learning losses created through extensive time out of the classroom and social isolation due to the pandemic. The Program will also continue to implement Social and Emotional Learning (SEL) in the program, that process that helps youth develop healthy identities, manage emotions, maintain supportive relationships, and make responsible decisions. Physical/Enrichment activities include swimming, time at the splashpad, field trips, nature excursions, outdoor play, theatre & music activities, games, teambuilding, arts & crafts, archery, and sports.

BUDGET IMPACT: These are pass-through funds from Guilford County via the American Rescue Plan Act (ARPA). There is no local budget impact.

RECOMMENDATION/ACTION REQUESTED: Staff recommends and asks City Council to authorize the City Manager to enter into a contract with the YMCA of High Point for the Out of School Time (OST), Social and Emotional Learning (SEL), and Enrichment/Physical Activity Program, in the amount of \$500,000, authorize the appropriate City Official(s) to execute all necessary

"AN ORDINANCE AMENDING THE 2023-2024 BUDGET ORDINANCE
OF THE CITY OF HIGH POINT, NORTH CAROLINA
TO APPROPRIATE AMERICAN RESCUE PLAN ACT (ARPA) FUNDS
PASSED THROUGH BY GUILFORD COUNTY

Be it ordained by the City Council of the City of High Point, North Carolina, as follows:

Section 1. The proposed amendment appropriates \$500,000 in funds from Guilford County for the YMCA of High Point Out of School Time (OST), Social and Emotional Learning (SEL), and Enrichment/Physical Activity Program.

Section 2. The 2023-2024 Budget Ordinance of the City of High Point should be amended as follows:

(A) That the following Special Revenue Fund revenues be amended as follows:

Guilford County	\$500,000
-----------------	-----------

(B) That the following Special Revenue Fund expenditures be amended as follows:

YMCA of High Point	\$500,000
--------------------	-----------

Section 3. That all ordinances, or parts of ordinances in conflict with this ordinance are hereby repealed to the extent of such conflict.

Section 4. That this ordinance shall be effective from and after its passage."

Adopted by High Point City Council, this the 21st day of August 2023

Jay W. Wagner, Mayor

ATTEST

Sandra Keeney,
City Clerk