



City Clerk Document No. \_\_\_\_\_

City Council Meeting Date: August 15, 2024

**CITY OF CHANDLER SERVICES AGREEMENT  
AUTOMATED METERING INFRASTRUCTURE PROJECT  
CITY OF CHANDLER AGREEMENT NO. 4800**

THIS AGREEMENT (Agreement) is made and entered into by and between the City of Chandler, an Arizona municipal corporation (City), and Ferguson Enterprises, LLC, an Virginia limited liability company (Contractor), (City and Contractor may individually be referred to as Party and collectively referred to as Parties) and made \_\_\_\_\_, 2024 (Effective Date).

**RECITALS**

- A. City proposes to enter an agreement for the automated metering infrastructure project as more fully described in Exhibit A, which is attached to and made a part of this Agreement by this reference.
- B. Contractor is ready, willing, and able to provide the services described in Exhibit A for the compensation and fees set forth and as described in Exhibit B, which is attached to and made a part of this Agreement by this reference.
- C. City desires to contract with the Contractor to provide these services under the terms and conditions set forth in this Agreement.

**AGREEMENT**

**NOW, THEREFORE**, in consideration of the premises and the mutual promises contained in this Agreement, City and Contractor agree as follows:

**SECTION I: DEFINITIONS**

For purposes of this Agreement, the following definitions apply:

**Agreement** means the legal agreement executed between the City and the Contractor

**City** means the City of Chandler, Arizona

**Contractor** means the individual, partnership, or corporation named in the Agreement

**Days** means calendar days

**May, Should** means something that is not mandatory but permissible

**Shall, Will, Must** means a mandatory requirement

**SECTION II: CONTRACTOR'S SERVICES**

Contractor must perform the services described in Exhibit A to the City's satisfaction within the terms and conditions of this Agreement and within the care and skill that a person who provides similar services in Chandler, Arizona exercises under similar conditions. All work or services

furnished by Contractor under this Agreement must be performed in a skilled and workmanlike manner. Unless authorized by the City in writing, all fixtures, furnishings, and equipment furnished by Contractor as part of the work or services under this Agreement must be new, or the latest model, and of the most suitable grade and quality for the intended purpose of the work or service.

### **SECTION III: PERIOD OF SERVICE**

Contractor must perform the services described in Exhibit A for the term of this Agreement.

Following execution of this Agreement by City, the Contractor will immediately commence work and will complete all services described within eighteen months from the date the Contractor is notified to proceed.

### **SECTION IV: PAYMENT OF COMPENSATION AND FEES**

4.1 Unless amended in writing by the Parties, Contractor's compensation and fees as more fully described in Exhibit B for performance of the services approved and accepted by the City under this Agreement must not exceed \$14,000,000. Contractor must submit requests for payment for services approved and accepted during the previous billing period and must include, as applicable, detailed invoices and receipts, a narrative description of the tasks accomplished during the billing period, a list of any deliverables submitted, and any subcontractor's or supplier's actual requests for payment plus similar narrative and listing of their work. Payment for those services negotiated as a lump sum will be made in accordance with the percentage of the work completed during the preceding billing period. Services negotiated as a not-to-exceed fee will be paid in accordance with the work completed on the service during the preceding month. All requests for payment must be submitted to the City for review and approval. The City will make payment for approved and accepted services within 30 days of the City's receipt of the request for payment.

4.2 Applicable Taxes. The Contractor will pay all applicable taxes. The City is subject to all applicable state and local transaction privilege taxes. To the extent any state and local transaction privilege taxes apply to sales made under the terms of this Agreement, it is the responsibility of the Contractor to collect and remit all applicable taxes to the proper taxing jurisdiction of authority.

4.3 Tax Indemnification. The Contractor and all subcontractors will pay all Federal, state, and local taxes applicable to its operation and any persons employed by the Contractor. The Contractor will and require all subcontractors to hold the City harmless from any responsibility for taxes, damages, and interest, if applicable, contributions required under Federal, state, and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security, and Worker's Compensation.

4.4 All prices offered herein shall be firm against any increase for the initial term of the Agreement. Prior to commencement of subsequent renewal terms, the City may approve a fully documented request for a price adjustment. The City shall determine whether any requested price increases for extension terms is acceptable to the City. If the City approves the price increase, the price shall remain firm for the renewal term for which it was requested. If a price increase is agreed upon by the Parties a written Agreement Amendment shall be approved and executed by the Parties.

### **SECTION V: GENERAL CONDITIONS**

5.1 Records/Audit. Records of the Contractor's direct personnel payroll, reimbursable expenses pertaining to this Agreement and records of accounts between the City and Contractor must be kept on the basis of generally accepted accounting principles and must be made available to the City and its auditors for up to three years following the City's final acceptance of the services under this Agreement. The City, its authorized representative, or any federal agency, reserves the right to audit Contractor's records to verify the accuracy and appropriateness of such, including records used to negotiate this Agreement and any amendments. The City reserves the right to decrease the total amount of Agreement price or payments made under this Agreement or request reimbursement from the Contractor following final contract payment on this Agreement if, upon audit of the Contractor's records, the audit discloses the Contractor has provided false, misleading, or inaccurate records. The Contractor will include a similar provision in all of its contracts with subcontractors providing services under the Agreement Documents to ensure that the City, its authorized representative, or the appropriate federal agency, has access to the subcontractors' records to verify the accuracy of all records.. Any such audit will be with at least sixty (60) days' prior notice, but no more frequently than once in any consecutive twelve (12)-month period and shall be limited to a one-year look back period, with actual period depending on circumstance and shall continue to remain open until all reasonable identified issues are resolved.

5.2 Alteration in Character of Work. Whenever an alteration in the character of work results in a substantial change in this Agreement, thereby materially increasing or decreasing the scope of services, cost of performance, or Project schedule, the work will be performed as directed by the City. However, before any modified work is started, a written amendment must be approved and executed by the City and the Contractor. Such amendment must not be effective until approved by the City. Additions to, modifications, or deletions from this Agreement as provided herein may be made, and the compensation to be paid to the Contractor may accordingly be adjusted by mutual agreement of the Parties. It is distinctly understood and agreed that no claim for extra work done or materials furnished by the Contractor will be allowed by the City except as provided herein, nor must the Contractor do any work or furnish any materials not covered by this Agreement unless such work is first authorized in writing. Any such work or materials furnished by the Contractor without prior written authorization will be at Contractor's own risk, cost, and expense, and Contractor hereby agrees that without written authorization Contractor will make no claim for compensation for such work or materials furnished.

5.3 Termination for Convenience. The City and the Contractor hereby agree to the full performance of the covenants contained herein, except that the City reserves the right, at its discretion and without cause, to terminate or abandon any service provided for in this Agreement, or abandon any portion of the Project for which services have been performed by the Contractor. In the event the City abandons or suspends the services, or any part of the services as provided in this Agreement, the City will notify the Contractor in writing and immediately after receiving such notice, the Contractor must discontinue advancing the work specified under this Agreement. Upon such termination, abandonment, or suspension, the Contractor must deliver to the City all drawings, plans, specifications, special provisions, estimates and other work entirely or partially completed, together with all unused materials supplied by the City. The Contractor must appraise the work Contractor has completed and submit Contractor's appraisal to the City for evaluation. The City may inspect the Contractor's work to appraise the work completed. The Contractor will receive compensation in full for services performed to the date of such termination. The fee shall be paid in accordance with

Section IV of this Agreement, and as mutually agreed upon by the Contractor and the City. If there is no mutual agreement on payment, the final determination will be made in accordance with the Disputes provision in this Agreement. However, in no event may the payment exceed the payment set forth in this Agreement nor as amended in accordance with Alteration in Character of Work. The City will make the final payment within 60 days after the Contractor has delivered the last of the partially completed items and the Parties agree on the final payment. If the City is found to have improperly terminated the Agreement for cause or default, the termination will be converted to a termination for convenience in accordance with the provisions of this Agreement.

5.4 Termination for Cause. The City may terminate this Agreement for Cause upon the occurrence of any one or more of the following events: in the event that (a) the Contractor fails to perform pursuant to the terms of this Agreement, (b) the Contractor is adjudged a bankrupt or insolvent, (c) the Contractor makes a general assignment for the benefit of creditors, (d) a trustee or receiver is appointed for Contractor or for any of Contractor's property (e) the Contractor files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or similar laws, (f) the Contractor disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction, or (g) the Contractor fails to cure default within the time requested. Where Agreement has been so terminated by City, the termination will not affect any rights of City against Contractor then existing or which may thereafter accrue.

5.5 Indemnification. To the extent permitted by law, the Contractor (Indemnitor) must indemnify, defend, save and hold harmless the City and its officers, officials, agents and employees (Indemnitee) from any and all claims, actions, liabilities, damages, losses or expenses (including court costs, attorneys' fees and costs of claim processing, investigation and litigation) (Claims) caused or alleged to be caused, in whole or in part, by the wrongful, negligent or willful acts, or errors or omissions of the Contractor or any of its owners, officers, directors, agents, employees, or subcontractors in connection with this Agreement. This indemnity includes any claim or amount arising out of or recovered under workers' compensation law or on account of the failure of the Contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. The Contractor must indemnify Indemnitee from and against any and all Claims, except those arising solely from Indemnitee's own negligent or willful acts or omissions. The Contractor is responsible for primary loss investigation, defense and judgment costs where this indemnification applies. In consideration of the award of this Agreement, the Contractor agrees to waive all rights of subrogation against Indemnitee for losses arising from or related to this Agreement. The obligations of the Contractor under this provision survive the termination or expiration of this Agreement. Notwithstanding anything herein to the contrary, in no event shall either party be liable for any incidental, punitive, special or consequential damages hereunder, even if advised of the possibility of such.

5.6 Insurance Requirements. Contractor must procure insurance under the terms and conditions and for the amounts of coverage set forth in Exhibit C against claims that may arise from or relate to performance of the work under this Agreement by Contractor and its agents, representatives, employees, and subcontractors. Contractor and any subcontractors must maintain this insurance until all of their obligations have been discharged, including any warranty periods under this Agreement. These insurance requirements are minimum requirements for this Agreement and in no way limit the indemnity covenants contained in this Agreement. The City in no way warrants that the minimum limits stated in Exhibit C are sufficient to protect the Contractor from liabilities that might arise out of the performance of

the work under this Agreement by the Contractor, the Contractor's agents, representatives, employees, or subcontractors. Contractor is free to purchase such additional insurance as may be determined necessary.

**5.7 Cooperation and Further Documentation.** The Contractor agrees to provide the City such other duly executed documents as may be reasonably requested by the City to implement the intent of this Agreement.

**5.8 Notices.** Unless otherwise provided, notice under this Agreement must be in writing and will be deemed to have been duly given and received either (a) on the date of service if personally served on the party to whom notice is to be given, or (b) on the date notice is sent if by electronic mail, or (c) on the third day after the date of the postmark of deposit by first class United States mail, registered or certified, postage prepaid and properly addressed as follows:

**For the City**

Name: Christina Pryor  
 Title: Procurement and Supply Senior Manager  
 Address: 175 S. Arizona Ave., 3<sup>rd</sup> Floor  
 Chandler, AZ 85225  
 Phone: 480-782-2403  
 Email: christina.pryor@chandleraz.gov

**For the Contractor**

Name: Thomas Otto  
 Title: Account Manager  
 Address: 1324 S. 3<sup>rd</sup> Street, Suite 140  
 Phoenix, AZ 85004  
 Phone: 623-734-6115  
 Email: thomas.otto1@ferguson.com

**5.9 Successors and Assigns.** City and Contractor each bind itself, its partners, successors, assigns, and legal representatives to the other party to this Agreement and to the partners, successors, assigns, and legal representatives of such other party in respect to all covenants of this Agreement. Neither the City nor the Contractor may assign, sublet, or transfer its interest in this Agreement without the written consent of the other party. In no event may any contractual relation be created between any third party and the City.

**5.10 Disputes.** In any dispute arising out of an interpretation of this Agreement or the duties required not disposed of by agreement between the Contractor and the City, the final determination at the administrative level will be made by the City Purchasing and Materials Manager.

**5.11 Completeness and Accuracy of Contractor's Work.** The Contractor must be responsible for the completeness and accuracy of Contractor's services, data, and other work prepared or compiled under Contractor's obligation under this Agreement and must correct, at Contractor's expense, all willful or negligent errors, omissions, or acts that may be discovered. The fact that the City has accepted or approved the Contractor's work will in no way relieve the Contractor of any of Contractor's responsibilities.

**5.12 Withholding Payment.** The City reserves the right to withhold funds from the Contractor's payments up to the amount equal to the claims the City may have against the Contractor until such time that a settlement on those claims has been reached.

**5.13 City's Right of Cancellation.** The Parties acknowledge that this Agreement is subject to cancellation by the City under the provisions of Section 38-511, Arizona Revised Statutes (A.R.S.).

5.14 Independent Contractor. For this Agreement the Contractor constitutes an independent contractor. Any provisions in this Agreement that may appear to give the City the right to direct the Contractor as to the details of accomplishing the work or to exercise a measure of control over the work means that the Contractor must follow the wishes of the City as to the results of the work only. These results must comply with all applicable laws and ordinances.

5.15 Project Staffing. Prior to the start of any work under this Agreement, the Contractor must assign to the City the key personnel that will be involved in performing services prescribed in the Agreement. The City may acknowledge its acceptance of such personnel to perform services under this Agreement. At any time hereafter that the Contractor desires to change key personnel while performing under the Agreement, the Contractor must submit the qualifications of the new personnel to the City for prior approval. The Contractor will maintain an adequate and competent staff of qualified persons, as may be determined by the City, throughout the performance of this Agreement to ensure acceptable and timely completion of the Scope of Services. If the City objects, with reasonable cause, to any of the Contractor's staff, the Contractor must take prompt corrective action acceptable to the City and, if required, remove such personnel from the Project and replace with new personnel agreed to by the City.

5.16 Subcontractors. Prior to beginning the work, the Contractor must furnish the City for approval the names of subcontractors to be used under this Agreement. Any subsequent changes are subject to the City's written prior approval.

5.17 Force Majeure. If either party is delayed or prevented from the performance of any act required under this Agreement by reason of acts of God or other cause beyond the control and without fault of the Party (financial inability excepted), performance of that act may be excused, but only for the period of the delay, if the Party provides written notice to the other Party within ten days of such act. The time for performance of the act may be extended for a period equivalent to the period of delay from the date written notice is received by the other Party.

5.18 Compliance with Laws. Contractor understands, acknowledges, and agrees to comply with the Americans with Disabilities Act, the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989. All services performed by Contractor must also comply with all applicable City of Chandler codes, ordinances, and requirements. Contractor agrees to permit the City to verify Contractor's compliance.

5.19 No Israel Boycott. By entering into this Agreement, Contractor certifies that Contractor is not currently engaged in, and agrees for the duration of the Agreement, not to engage in a boycott of Israel as defined by state statute.

5.20 Legal Worker Requirements. A.R.S. § 41-4401 prohibits the City from awarding a contract to any contractor who fails, or whose subcontractors fail, to comply with A.R.S. § 23-214(A). Therefore, Contractor agrees Contractor and each subcontractor it uses warrants their compliance with all federal immigration laws and regulations that relate to their employees and their compliance with § 23-214, subsection A. A breach of this warranty will be deemed a material breach of the Agreement and may be subject to penalties up to and including termination of the Agreement. City retains the legal right to inspect the papers of any Contractor's or subcontractor's employee who provides services under this Agreement to

ensure that the Contractor and subcontractors comply with the warranty under this provision.

5.21 Lawful Presence Requirement. A.R.S. §§ 1-501 and 1-502 prohibit the City from awarding a contract to any natural person who cannot establish that such person is lawfully present in the United States. To establish lawful presence, a person must produce qualifying identification and sign a City-provided affidavit affirming that the identification provided is genuine. This requirement will be imposed at the time of contract award. This requirement does not apply to business organizations such as corporations, partnerships, or limited liability companies.

5.22 Forced Labor of Ethnic Uyghurs Prohibited. By entering into this Agreement, Contractor certifies and agrees Contractor does not currently use and will not use for the term of this Agreement: (i) the forced labor of ethnic Uyghurs in the People's Republic of China; or (ii) any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; or (iii) any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.

5.23 Covenant Against Contingent Fees. Contractor warrants that no person has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, and that no member of the Chandler City Council, or any City employee has any interest, financially, or otherwise, in Contractor's firm. For breach or violation of this warrant, the City may annul this Agreement without liability or, at its discretion, to deduct from the Agreement price or consideration, the full amount of such commission, percentage, brokerage, or contingent fee.

5.24 Non-Waiver Provision. The failure of either Party to enforce any of the provisions of this Agreement or to require performance of the other Party of any of the provisions hereof must not be construed to be a waiver of such provisions, nor must it affect the validity of this Agreement or any part thereof, or the right of either Party to thereafter enforce each and every provision.

5.25 Disclosure of Information Adverse to the City's Interests. To evaluate and avoid potential conflicts of interest, the Contractor must provide written notice to the City, as set forth in this Section, of any work or services performed by the Contractor for third parties that may involve or be associated with any real property or personal property owned or leased by the City. Such notice must be given seven business days prior to commencement of the services by the Contractor for a third party, or seven business days prior to an adverse action as defined below. Written notice and disclosure must be sent to the City's Purchasing and Materials Manager. An adverse action under this Agreement includes, but is not limited to: (a) using data as defined in the Agreement acquired in connection with this Agreement to assist a third party in pursuing administrative or judicial action against the City; or (b) testifying or providing evidence on behalf of any person in connection with an administrative or judicial action against the City; or (c) using data to produce income for the Contractor or its employees independently of performing the services under this Agreement, without the prior written consent of the City. Contractor represents that except for those persons, entities, and projects identified to the City, the services performed by the Contractor under this Agreement are not expected to create an interest with any person, entity, or third party project that is or may be adverse to the City's interests. Contractor's failure to provide a written notice and disclosure of the information as

set forth in this Section constitute a material breach of this Agreement.

**5.26 Data Confidentiality and Data Security.** As used in the Agreement, data means all information, whether written or verbal, including plans, photographs, studies, investigations, audits, analyses, samples, reports, calculations, internal memos, meeting minutes, data field notes, work product, proposals, correspondence and any other similar documents or information prepared by, obtained by, or transmitted to the Contractor or its subcontractors in the performance of this Agreement. The Parties agree that all data, regardless of form, including originals, images, and reproductions, prepared by, obtained by, or transmitted to the Contractor or its subcontractors in connection with the Contractor's or its subcontractor's performance of this Agreement is confidential and proprietary information belonging to the City. Except as specifically provided in this Agreement, Contractor or its subcontractors must not divulge data to any third party without the City's prior written consent. Contractor or its subcontractors must not use the data for any purposes except to perform the services required under this Agreement. These prohibitions do not apply to the following data provided to the Contractor or its subcontractors have first given the required notice to the City: (a) data which was known to the Contractor or its subcontractors prior to its performance under this Agreement unless such data was acquired in connection with work performed for the City; or (b) data which was acquired by the Contractor or its subcontractors in its performance under this Agreement and which was disclosed to the Contractor or its subcontractors by a third party, who to the best of the Contractor's or its subcontractors knowledge and belief, had the legal right to make such disclosure and the Contractor or its subcontractors are not otherwise required to hold such data in confidence; or (c) data which is required to be disclosed by virtue of law, regulation, or court order, to which the Contractor or its subcontractors are subject. In the event the Contractor or its subcontractors are required or requested to disclose data to a third party, or any other information to which the Contractor or its subcontractors became privy as a result of any other contract with the City, the Contractor must first notify the City as set forth in this Section of the request or demand for the data. The Contractor or its subcontractors must give the City sufficient facts so that the City can be given an opportunity to first give its consent or take such action that the City may deem appropriate to protect such data or other information from disclosure. Unless prohibited by law, within ten calendar days after completion or termination of services under this Agreement, the Contractor or its subcontractors must promptly deliver, as set forth in this Section, a copy of all data to the City. All data must continue to be subject to the confidentiality agreements of this Agreement. Contractor or its subcontractors assume all liability to maintain the confidentiality of the data in its possession and agrees to compensate the City if any of the provisions of this Section are violated by the Contractor, its employees, agents or subcontractors. Solely for the purposes of seeking injunctive relief, it is agreed that a breach of this Section must be deemed to cause irreparable harm that justifies injunctive relief in court. Contractor agrees that the requirements of this Section must be incorporated into all subcontracts entered into by Contractor. A violation of this Section may result in immediate termination of this Agreement without notice.

**5.27 Personal Identifying Information-Data Security.** Personal identifying information, financial account information, or restricted City information, whether electronic format or hard copy, must be secured and protected at all times by Contractor and any of its subcontractors. At a minimum, Contractor must encrypt or password-protect electronic files. This includes data saved to laptop computers, computerized devices, or removable storage devices. When personal identifying information, financial account information, or restricted City information, regardless of its format, is no longer necessary, the information must be redacted or destroyed



through appropriate and secure methods that ensure the information cannot be viewed, accessed, or reconstructed. In the event that data collected or obtained by Contractor or its subcontractors in connection with this Agreement is believed to have been compromised, Contractor or its subcontractors must immediately notify the City contact. Contractor agrees to reimburse the City for any costs incurred by the City to investigate potential breaches of this data and, where applicable, the cost of notifying individuals who may be impacted by the breach. Contractor agrees that the requirements of this Section must be incorporated into all subcontracts entered into by Contractor. It is further agreed that a violation of this Section must be deemed to cause irreparable harm that justifies injunctive relief in court. A violation of this Section may result in immediate termination of this Agreement without notice. The obligations of Contractor or its subcontractors under this Section must survive the termination of this Agreement.

5.28 Jurisdiction and Venue. This Agreement is made under, and must be construed in accordance with and governed by the laws of the State of Arizona without regard to the conflicts or choice of law provisions thereof. Any action to enforce any provision of this Agreement or to obtain any remedy with respect hereto must be brought in the courts located in Maricopa County, Arizona, and for this purpose, each Party hereby expressly and irrevocably consents to the jurisdiction and venue of such court.

5.29 Survival. All warranties, representations, and indemnifications by the Contractor must survive the completion or termination of this Agreement.

5.30 Modification. Except as expressly provided herein to the contrary, no supplement, modification, or amendment of any term of this Agreement will be deemed binding or effective unless in writing and signed by the Parties.

5.31 Severability. If any provision of this Agreement or the application to any person or circumstance may be invalid, illegal or unenforceable to any extent, the remainder of this Agreement and the application will not be affected and will be enforceable to the fullest extent permitted by law.

5.32 Integration. This Agreement contains the full agreement of the Parties. Any prior or contemporaneous written or oral agreement between the Parties regarding the subject matter is merged and superseded.

5.33 Time is of the Essence. Time of each of the terms, covenants, and conditions of this Agreement is hereby expressly made of the essence.

5.34 Date of Performance. If the date of performance of any obligation or the last day of any time period provided for should fall on a Saturday, Sunday, or holiday for the City, the obligation will be due and owing, and the time period will expire, on the first day after which is not a Saturday, Sunday or legal City holiday. Except as may otherwise be set forth in this Agreement, any performance provided for herein will be timely made if completed no later than 5:00 p.m. (Chandler time) on the day of performance.

5.35 Delivery. All prices are F.O.B. Destination and include all delivery and unloading at the specified destinations. The Contractor will retain title and control of all goods until they are

delivered and accepted by the City. All risk of transportation and all related charges will be the responsibility of the Contractor. All claims for visible or concealed damage will be filed by the Contractor. The City will notify the Contractor promptly of any damaged goods and will assist the Contractor in arranging for inspection.

5.36 Third Party Beneficiary. Nothing under this Agreement will be construed to give any rights or benefits in the Agreement to anyone other than the City and the Contractor, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of City and the Contractor and not for the benefit of any other party.

5.37 Conflict in Language. All work performed must conform to all applicable City of Chandler codes, ordinances, and requirements as outlined in this Agreement. If there is a conflict in interpretation between provisions in this Agreement and those in the Exhibits, the provisions in this Agreement prevail.

5.38 Document/Information Release. Documents and materials released to the Contractor, which are identified by the City as sensitive and confidential, are the City's property. The document/material must be issued by and returned to the City upon completion of the services under this Agreement. Contractor's secondary distribution, disclosure, copying, or duplication in any manner is prohibited without the City's prior written approval. The document/material must be kept secure at all times. This directive applies to all City documents, whether in photographic, printed, or electronic data format.

5.39 Exhibits. The following exhibits are made a part of this Agreement and are incorporated by reference:

- Exhibit A - Project Description/Scope of Services
- Exhibit B - Compensation and Fees
- Exhibit C - Insurance Requirements
- Exhibit D - Special Conditions

5.40 Special Conditions. As part of the services Contractor provides under this Agreement, Contractor agrees to comply with and fully perform the special terms and conditions set forth in Exhibit D, which is attached to and made a part of this Agreement.

5.41 Cooperative Use of Agreement. In addition to the City of Chandler and with approval of the Contractor, this Agreement may be extended for use by other municipalities, school districts and government agencies of the State. Any such usage by other entities must be in accordance with the ordinance, charter and/or procurement rules and regulations of the respective political entity.

If required to provide services on a school district property at least five times during a month, the Contractor will submit a full set of fingerprints to the school of each person or employee who may provide such service. The District will conduct a fingerprint check in accordance with A.R.S. 41-1750 and Public Law 92-544 of all Contractors, subcontractors or vendors and their employees for which fingerprints are submitted to the District. Additionally, the Contractor will comply with the governing body fingerprinting policies of each individual school district/public entity. The Contractor, sub-contractors, vendors and their employees will not provide services

on school district properties until authorized by the District.

Orders placed by other agencies and payment thereof will be the sole responsibility of that agency. The City will not be responsible for any disputes arising out of transactions made by other agencies who utilize this Agreement.

5.42 Non-Discrimination and Anti-Harassment Laws. Contractor must comply with all applicable City, state, and federal non-discrimination and anti-harassment laws, rules, and regulations.

5.43 Licenses and Permits. Beginning with the Effective Date and for the full term of this Agreement, Contractor must maintain all applicable City, state, and federal licenses and permits required to fully perform Contractor's services under this Agreement.

5.44 Warranties. Contractor must furnish a one-year warranty on all work and services performed under this Agreement. Contractor must furnish, or cause to be furnished, a two-year warranty on all fixtures, furnishings, and equipment furnished by Contractor, subcontractors, or suppliers under this Agreement. Any defects in workmanship or materials that do not comply with this Agreement must be corrected by Contractor at no cost and expense to the City. All written warranties and redlines for as-built conditions must be delivered to the City on or before the City's final acceptance of Contractor's services under this Agreement.

5.45 Emergency Purchases. City reserves the rights to purchase from other sources those items, which are required on an emergency basis and cannot be supplied immediately by the Contractor.

5.46 Non-Exclusive Agreement. This agreement is for the sole convenience of the City of Chandler. The City reserves the right to obtain like goods or services from another source when necessary.

5.47 Budget Approval Into Next Fiscal Year. This Agreement will commence on the Effective Date and continue in full force and effect until it is terminated or expires in accordance with the provisions of this Agreement. The Parties recognize that the continuation of this Agreement after the close of the City's fiscal year, which ends on June 30 of each year, is subject to the City Council's approval of a budget that includes an appropriation for this item as expenditure. The City does not represent that this budget item will be actually adopted. This determination is solely made by the City Council at the time Council adopts the budget.

This Agreement shall be in full force and effect only when it has been approved and executed by the duly authorized City officials.

**FOR THE CITY**

By: \_\_\_\_\_

Its: Mayor

**FOR THE CONTRACTOR**

By: Benjamin Ratlike

Its: Senior General Manager

**APPROVED AS TO FORM:**

By: \_\_\_\_\_

City Attorney

JMB

**ATTEST:**

By: \_\_\_\_\_

City Clerk

**EXHIBIT A**  
**SCOPE OF SERVICES**

**PROJECT DESCRIPTION**

This project will upgrade the city’s metering technology from AMR to AMI and replace approximately 30,000 existing Neptune T-10 Mechanical Water Meters with Neptune MACH10 Ultrasonic Water Meters, as well as install a total of 48 Neptune Gateways strategically throughout the service area for optimized coverage. The objective of this project is to deploy a fixed network using city-owned and non-city owned sites. Targeted non-city owned sites are within the city’s jurisdiction and/or will require property owner approval. For areas that will not be covered by the R900 fixed network, the data collection will be done through Neptune’s FirstNet cellular services.

**SCOPE OF WORK**

This Scope of Work describes the roles, responsibilities, activities, workflow, and communication expectations between the working groups to ensure the successful design, gateway equipment purchase, and installation of the R900 fixed network, including meter equipment purchase (meters, endpoints, and meter boxes). The cellular service for cellular endpoints on Neptune’s FirstNet is provided under the City of Chandler, Purchase Agreement, Water Meters, Agreement No. PW5-890-4794 (see AMI Cellular Subscription fee).

**1. Acronyms and Definitions**

| <b>Term</b>  | <b>Definition</b>              |
|--------------|--------------------------------|
| Vendor       | Ferguson Waterworks            |
| R900 Gateway | Neptune Fixed Network Gateways |
| FAA          | Federal Aviation Authority     |
| HES          | Head End System                |

**2. Project Management**

- a. Ferguson Waterworks will assign a Project Manager to oversee the project.
- b. The Ferguson Waterworks PM will develop a detailed project plan including timelines, resource allocation, and risk management strategies. The project plan shall include an installation timeline for each of the 48 R900 Gateways.
- c. The Ferguson Waterworks PM will collaboratively work with the city’s project team, provide direction and assignment of tasks and activities that are required to be complete to achieve the objectives, and will provide status updates as requested.

**3. General Assumptions**

- a. Performance is based on R900 “15” (V4) series endpoints.
- b. Performance assumes correct installation of endpoint and antenna.
  - Neptune Support will conduct an audit of random meters and report findings to City.
- c. City to provide network deployment schedule for Phase 1 and Phase 2.
- d. Changes to requested sites and/or changes in antenna heights may result in a new propagation study with new predicted results.
- e. Cellular units will require:

- The existing R900i register to be removed and replaced with an R900i cellular or ProCoder register with Quicklok connector to accommodate R900 cellular MIU.
- Replacement of existing meter with Cellular compatible meter

#### 4. Network Infrastructure Design, Installation, and Certification

The Vendor will perform and maintain propagation studies to inform the network design and installation plans. See Appendix for the full deployment R900 fixed network propagation. The network design and deployment will be divided into two phases.

- Phase 1 – Fifteen (15) R900 gateways. See details below about these sites.
  - Approximately fourteen (14) sites in Phase 1 will be solar powered, the remainder will be AC powered.
  - Ferguson Waterworks to provide 12 solar gateways (2 AC and 2 solar gateways already on site – 1 AC gateway to be used as back-up).
  - Work to begin upon receipt of a list of approved network sites schedule.
  - The City of Chandler will coordinate the installation of the R900 gateway at the Hamilton Tower through a separate contractor. Vendor will provide onsite support during the deployment of this gateway.
  - 15 sites are shown in the following table.

#### Gateway Locations:



| Map | Location | Latitude | Longitude  | Collector | Elev(m) | AntHgt(m) | Elev(ft) | AntHgt(ft) | Coax Type | Coax(ft) | Antenna |
|-----|----------|----------|------------|-----------|---------|-----------|----------|------------|-----------|----------|---------|
| 1   | 4AZCllg  | 33.24342 | -111.78885 | GPV4      | 383     | 23        | 1257     | 75         | LDF4      | 65       | MFB9155 |
| 1   | 4Basha   | 33.2217  | -111.76181 | GPV4      | 390     | 27        | 1280     | 90         | LDF4      | 80       | MFB9155 |
| 1   | 4ChndHS  | 33.31038 | -111.84665 | GPV4      | 369     | 27        | 1211     | 90         | LDF4      | 80       | MFB9155 |
| 1   | 4ChndPrp | 33.3339  | -111.85846 | GPV4      | 368     | 18        | 1207     | 60         | LDF4      | 50       | MFB9155 |
| 1   | 4DsrBrz  | 33.31101 | -111.91967 | GPV4      | 359     | 18        | 1178     | 60         | LDF4      | 50       | MFB9155 |
| 1   | 4Espee   | 33.32924 | -111.83488 | GPV4      | 371     | 23        | 1217     | 75         | LDF4      | 65       | MFB9155 |
| 1   | 4HamHS   | 33.24888 | -111.84424 | GPV4      | 370     | 30        | 1214     | 100        | LDF4      | 90       | MFB9155 |
| 1   | 4HamTwr  | 33.29301 | -111.83213 | GPV4      | 372     | 37        | 1220     | 120        | AVA5      | 120      | MFB9155 |
| 1   | 4Nozomi  | 33.2969  | -111.94774 | GPV4      | 354     | 23        | 1161     | 75         | LDF4      | 66       | MFB9155 |
| 1   | 4Paseo   | 33.24914 | -111.82528 | GPV4      | 375     | 6         | 1230     | 20         | LDF4      | 10       | MFB9155 |
| 1   | 4Pima    | 33.31399 | -111.82222 | GPV4      | 374     | 18        | 1227     | 60         | LDF4      | 50       | MFB9155 |
| 1   | 4Shawne  | 33.34258 | -111.86582 | GPV4      | 366     | 18        | 1201     | 60         | LDF4      | 50       | MFB9155 |
| 1   | 4Snedig  | 33.23752 | -111.86088 | GPV4      | 367     | 23        | 1204     | 75         | LDF4      | 65       | MFB9155 |
| 1   | 4Summit  | 33.35597 | -111.86687 | GPV4      | 367     | 20        | 1204     | 65         | LDF4      | 55       | MFB9155 |
| 1   | 4Valley  | 33.31348 | -111.95903 | GPV4      | 361     | 23        | 1184     | 75         | LDF4      | 65       | MFB9155 |

- Phase 2 – Approximately thirty-three (33) R900 gateways
  - The installation timing for phase 2 will be documented in a network deployment schedule developed by the Vendor.

For each site or group of sites, the Vendor will perform a survey and document an installation plan which provides the installation details that includes at the minimum:

- Key roles and responsibilities
- Required authorizations – FAA, site owner, etc.
- Location of gateway equipment (antenna, gateway, solar panels, cables)
- Parts required for the installation
- Permit requirements / Permitting agency
- One line layout drawings, images and/or photos

The activities and assigned responsibilities are detailed in the table below.

Legend: C = Consulted; R = Responsible

|     | <b>Responsibility</b>                                                                                                                                                                                                                                                                                                                                                                                                                                           | <b>City</b> | <b>Vendor</b> |
|-----|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------|---------------|
| 1.  | Provide City asset location information and provide authorization that the site has been approved.                                                                                                                                                                                                                                                                                                                                                              | R           | C             |
| 2.  | Provide a City resource to accompany technician performing site surveys.                                                                                                                                                                                                                                                                                                                                                                                        | R           | C             |
| 3.  | Complete and document site surveys detailing the installation plan for each site or group of sites.                                                                                                                                                                                                                                                                                                                                                             | C           | R             |
| 4.  | Review and approve documented site surveys and installation plans.                                                                                                                                                                                                                                                                                                                                                                                              | R           | C             |
| 5.  | Provide details on availability of electric service for the gateway (as applicable).                                                                                                                                                                                                                                                                                                                                                                            | R           | C             |
| 6.  | Maintain/update propagation studies as needed.                                                                                                                                                                                                                                                                                                                                                                                                                  | C           | R             |
| 7.  | Obtain FAA authorizations for site as required.                                                                                                                                                                                                                                                                                                                                                                                                                 | C           | R             |
| 8.  | Obtain permit for site installation as needed.                                                                                                                                                                                                                                                                                                                                                                                                                  | C           | R             |
| 9.  | Deploy R900 Gateway on the Hamilton Tower including antenna, R900 cabinet, cables, fasteners, etc.                                                                                                                                                                                                                                                                                                                                                              | R           | C             |
| 10. | Provide technical oversight and support onsite of the deployment of the R900 gateway on the Hamilton Tower.                                                                                                                                                                                                                                                                                                                                                     | C           | R             |
| 11. | Provide access and escort to sites for installation of gateways.                                                                                                                                                                                                                                                                                                                                                                                                | R           | C             |
| 12. | Complete installation of the antenna, gateway box, power, solar panel (if applicable), and install and activate cellular backhaul.<br>a. Verify Gateway installation<br>b. Installed in designated locations with proper housing<br>c. Properly connected to power<br>d. Verify antennas and coaxial cables have been installed in appropriate locations<br>e. Perform initial Gateway configuration<br>f. Ensure all Gateways are reporting to Neptune 360 HES | C           | R             |
| 13. | Complete certification of installation after work is completed (e.g.: vis/var test, check for interference, solar panel voltage, backhaul, etc.) including the Hamilton Tower.                                                                                                                                                                                                                                                                                  | C           | R             |
| 14. | Provide final layout images as described in 4.1 and note any changes from the initial (pre-install) drawings, except the Hamilton Town installation.                                                                                                                                                                                                                                                                                                            | C           | R             |
| 15. | Conduct a network acceptance test to confirm the network meets the performance criteria.                                                                                                                                                                                                                                                                                                                                                                        | R           | C             |

## 5. Meter/Endpoint Installation Support

- The Vendor will provide direction on what type of meter and radio is installed and its location based on the hybrid communications network.
- The Vendor will provide technical support and provide remote and onsite troubleshooting support to resolve unresponsive endpoints. Onsite troubleshooting will be requested if needed with two week's planning time.

## 6. AMI Solution Training

- The Vendor will provide role – based training for Neptune's head end system Neptune

360. Two (2) training classes will be provided. Training topics to be mutually agreed to and provided prior to the training.

- The Vendor will provide classroom and field training on the proper procedures for installing and maintaining the R900 Gateways.
- The Vendor will provide classroom and field training on the proper meter installations procedures for the AMI meters.

## **7. System Performance Acceptance**

### **a. Acceptance Criteria -- Network Performance**

The City's AMI network will be a hybrid network with:

- Approximately 77,400 meters covered by the R900 fixed network – 48 R900 Gateways described in Appendix A.
- Remainder or meters, approximately 9,600 meters, covered by the cellular network.

At the completion of the R900 fixed network installation, a network acceptance test will be performed, and the following criteria will be confirmed:

- 98.5% of meters reporting at least once per day to the HES.
- Interval Data – 95% of all readings taken hourly within a three (3) day period over thirty-five (35) days.
- Real time actions (e.g. on demand read) 98% successful within five (5) minutes.
- General programming and configuration – 80% successful within one (1) day and 98% within three (3) days.
- Firmware updates: 80% successful within seven (7) days and 98% within fourteen (14) days.

### **b. Remedy Of Performance Issues on the Fixed Network**

The Vendor will have 30 days to develop a plan to remedy the performance of the AMI network. Resolution of any performance issues that are within the Vendor's control shall not exceed 90 days. If additional R900 gateways are required, any increase greater than two (2) R900 gateways will be at the cost of the Vendor. The base number of deployed gateways shall be 48 Gateways as defined by the propagation study included in Appendix A.

## **8. Close Out Project**

### **a. Perform closeout procedures**

- Document closeout process for final review.
- Hold closeout meeting with utility to finalize project completion.

## **9. Gateway Product Warranty**

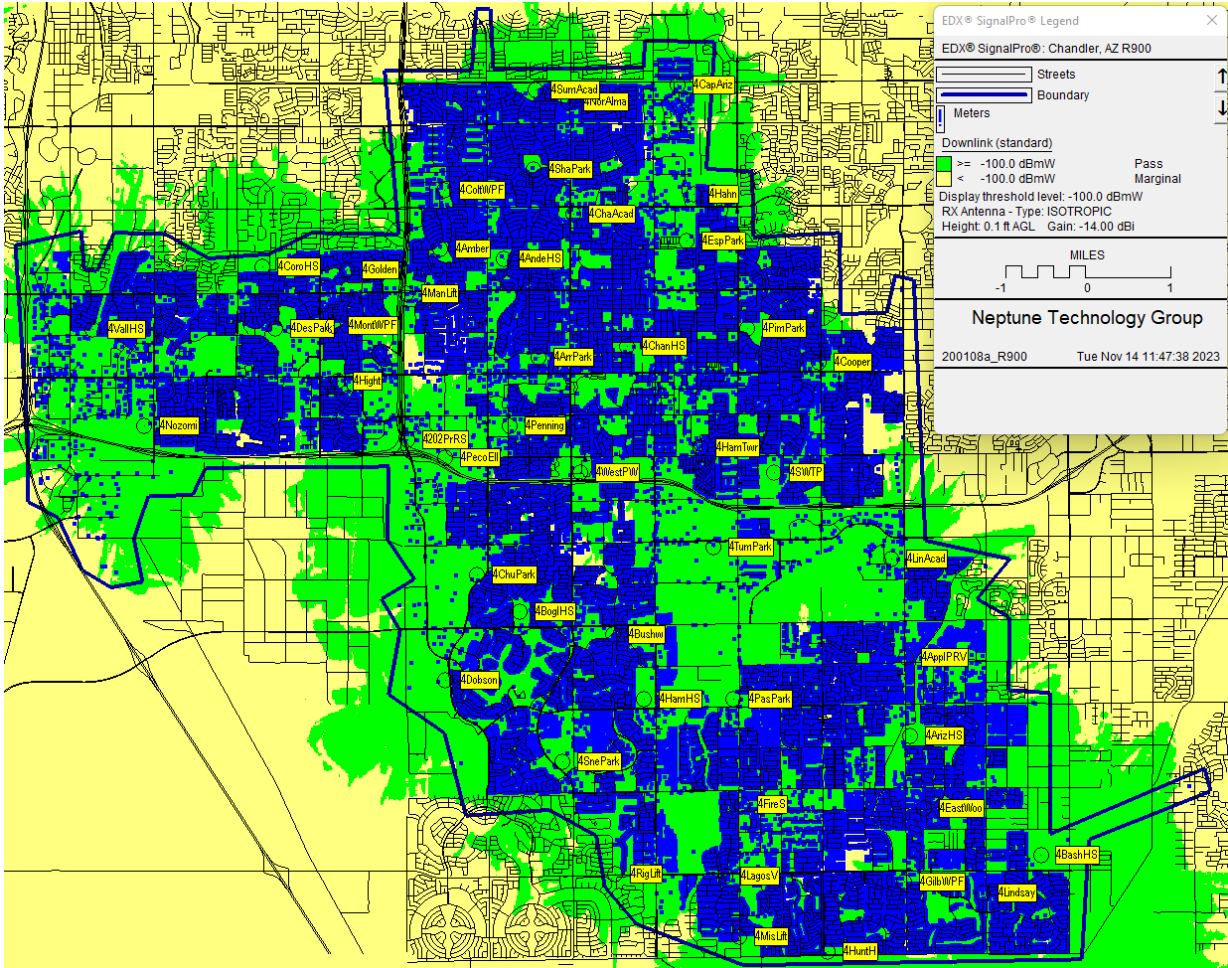
- a. Provide Gateway product warranty in accordance with the R900 Gateway Warranty Statement included as Appendix B.



APPENDIX A

Propagation Study

| Map | Description          | Provided Services |            | 86,980    | Geocoded Services | 86,705 | Area (sq Miles) | 78.97  |
|-----|----------------------|-------------------|------------|-----------|-------------------|--------|-----------------|--------|
|     |                      | #Coll             | MIU Type   | Read Type | Pass              | %Pass  | Pass            | %Pass  |
| 1   | Best Provided Assets | 48                | R900v4 Pit | Daily     | 77,154            | 88.98% | 71.16           | 90.11% |



## Gateway Locations in the Propagation Study

| Map | Location | Latitude  | Longitude   | Collector | Elev(m) | AntHgt(m) | Elev(ft) | AntHgt(ft) | Coax Type | Coax(ft) | Antenna |
|-----|----------|-----------|-------------|-----------|---------|-----------|----------|------------|-----------|----------|---------|
| 1,3 | 4202PrRS | 33.29452  | -111.89286  | GPV4      | 361     | 15        | 1184     | 50         | LDF4      | 50       | MFB9155 |
| 1,3 | 4Amber   | 33.3278   | -111.88607  | GPV4      | 364     | 11        | 1194     | 35         | LDF4      | 35       | MFB9155 |
| 1,3 | 4AndeHS  | 33.326    | -111.87287  | GPV4      | 366     | 18        | 1201     | 60         | LDF4      | 60       | MFB9155 |
| 1,3 | 4ApplPRV | 33.25649  | -111.78931  | GPV4      | 383     | 11        | 1257     | 35         | LDF4      | 35       | MFB9155 |
| 1,3 | 4ArizHS  | 33.24285  | -111.78839  | GPV4      | 384     | 23        | 1260     | 75         | LDF4      | 75       | MFB9155 |
| 1,3 | 4ArrPark | 33.30881  | -111.86558  | GPV4      | 367     | 18        | 1204     | 60         | LDF4      | 60       | MFB9155 |
| 1,3 | 4BashHS  | 33.22195  | -111.76124  | GPV4      | 390     | 27        | 1280     | 90         | LDF4      | 90       | MFB9155 |
| 1,3 | 4BoglHS  | 33.26453  | -111.86962  | GPV4      | 366     | 17        | 1201     | 55         | LDF4      | 55       | MFB9155 |
| 1,3 | 4CapAriz | 33.35637  | -111.8367   | GPV4      | 369     | 11        | 1211     | 35         | LDF4      | 35       | MFB9155 |
| 1,3 | 4ChaAcad | 33.3339   | -111.85846  | GPV4      | 368     | 18        | 1207     | 60         | LDF4      | 60       | MFB9155 |
| 1,3 | 4ChanHS  | 33.31076  | -111.84731  | GPV4      | 369     | 27        | 1211     | 90         | LDF4      | 90       | MFB9155 |
| 1,3 | 4ChuPark | 33.27091  | -111.87846  | GPV4      | 364     | 20        | 1194     | 65         | LDF4      | 65       | MFB9155 |
| 1,3 | 4ColtWPF | 33.33808  | -111.88532  | GPV4      | 364     | 11        | 1194     | 35         | LDF4      | 35       | MFB9155 |
| 1,3 | 4Cooper  | 33.3081   | -111.80736  | GPV4      | 377     | 11        | 1237     | 35         | LDF4      | 35       | MFB9155 |
| 1,3 | 4CoroHS  | 33.32458  | -111.92316  | GPV4      | 359     | 23        | 1178     | 75         | LDF4      | 75       | MFB9155 |
| 1,3 | 4DesPark | 33.31394  | -111.92048  | GPV4      | 359     | 18        | 1178     | 60         | LDF4      | 60       | MFB9155 |
| 1,3 | 4Dobson  | 33.25254  | -111.88501  | GPV4      | 363     | 15        | 1191     | 50         | LDF4      | 50       | MFB9155 |
| 1,3 | 4EastWoo | 33.23016  | -111.78549  | GPV4      | 385     | 11        | 1263     | 35         | LDF4      | 35       | MFB9155 |
| 1,3 | 4EspPark | 33.32924  | -111.83488  | GPV4      | 371     | 23        | 1217     | 75         | LDF4      | 75       | MFB9155 |
| 1,3 | 4FireS   | 33.23075  | -111.8233   | GPV4      | 374     | 18        | 1227     | 60         | LDF4      | 60       | MFB9155 |
| 1,3 | 4GilbWPF | 33.21732  | -111.7897   | GPV4      | 381     | 11        | 1251     | 35         | LDF4      | 35       | MFB9155 |
| 1,3 | 4Golden  | 33.324171 | -111.905523 | GPV4      | 361     | 11        | 1184     | 35         | LDF4      | 35       | MFB9155 |
| 1,3 | 4HamHS   | 33.2493   | -111.84369  | GPV4      | 370     | 30        | 1214     | 100        | AVA5      | 100      | MFB9155 |
| 1,3 | 4HamTwr  | 33.29304  | -111.83211  | GPV4      | 372     | 37        | 1220     | 120        | AVA5      | 170      | MFB9155 |

| Map | Location | Latitude  | Longitude   | Collector | Elev(m) | AntHgt(m) | Elev(ft) | AntHgt(ft) | Coax Type | Coax(ft) | Antenna |
|-----|----------|-----------|-------------|-----------|---------|-----------|----------|------------|-----------|----------|---------|
| 1,3 | 4Hight   | 33.30473  | -111.9075   | GPV4      | 363     | 11        | 1191     | 35         | LDF4      | 35       | MFB9155 |
| 1,3 | 4HuntH   | 33.20507  | -111.80552  | GPV4      | 378     | 15        | 1240     | 50         | LDF4      | 50       | MFB9155 |
| 1,3 | 4LagosV  | 33.21842  | -111.82685  | GPV4      | 374     | 11        | 1227     | 35         | LDF4      | 35       | MFB9155 |
| 1,3 | 4LinAcad | 33.2737   | -111.79245  | GPV4      | 382     | 18        | 1253     | 60         | LDF4      | 60       | MFB9155 |
| 1,3 | 4Lindsay | 33.215334 | -111.773319 | GPV4      | 386     | 18        | 1266     | 60         | AVA5      | 110      | MFB9155 |
| 1,3 | 4ManLift | 33.32006  | -111.89322  | GPV4      | 363     | 11        | 1190     | 35         | LDF4      | 35       | MFB9155 |
| 1,3 | 4MisLift | 33.20777  | -111.82405  | GPV4      | 373     | 11        | 1224     | 35         | LDF4      | 35       | MFB9155 |
| 1,3 | 4MontWPF | 33.31447  | -111.90835  | GPV4      | 360     | 11        | 1181     | 35         | LDF4      | 35       | MFB9155 |
| 1,3 | 4Nozomi  | 33.296903 | -111.94774  | GPV4      | 354     | 23        | 1161     | 75         | LDF4      | 66       | MFB9155 |
| 1,3 | 4PasPark | 33.24914  | -111.82528  | GPV4      | 375     | 24        | 1230     | 80         | LDF4      | 80       | MFB9155 |
| 1,3 | 4PecoEll | 33.29139  | -111.88514  | GPV4      | 363     | 11        | 1191     | 35         | LDF4      | 35       | MFB9155 |
| 1,3 | 4Penning | 33.29684  | -111.87163  | GPV4      | 366     | 11        | 1201     | 35         | LDF4      | 35       | MFB9155 |
| 1,3 | 4PimPark | 33.31399  | -111.82222  | GPV4      | 374     | 18        | 1227     | 60         | LDF4      | 60       | MFB9155 |
| 1,3 | 4RigLift | 33.21866  | -111.84974  | GPV4      | 368     | 11        | 1207     | 35         | LDF4      | 35       | MFB9155 |
| 1,3 | 4ShaPark | 33.34172  | -111.86672  | GPV4      | 366     | 18        | 1201     | 60         | LDF4      | 60       | MFB9155 |
| 1,3 | 4SnePark | 33.23821  | -111.86076  | GPV4      | 367     | 23        | 1204     | 75         | LDF4      | 75       | MFB9155 |
| 1,3 | 4SumAcad | 33.35563  | -111.86639  | GPV4      | 367     | 20        | 1204     | 65         | LDF4      | 65       | MFB9155 |
| 1,3 | 4SWTP    | 33.288692 | -111.816825 | GPV4      | 375     | 15        | 1230     | 50         | LDF4      | 30       | MFB9155 |
| 1,3 | 4VallHS  | 33.31364  | -111.95837  | GPV4      | 361     | 23        | 1184     | 75         | LDF4      | 75       | MFB9155 |
| 1,3 | 4WestPW  | 33.28878  | -111.85703  | GPV4      | 368     | 11        | 1207     | 35         | LDF4      | 35       | MFB9155 |
| 1   | 4Bushw   | 33.26057  | -111.85009  | GPV4      | 369     | 11        | 1211     | 35         | LDF4      | 35       | MFB9155 |
| 1   | 4Hahn    | 33.33742  | -111.8335   | GPV4      | 371     | 15        | 1217     | 50         | LDF4      | 50       | MFB9155 |
| 1   | 4NorAlma | 33.3535   | -111.85947  | GPV4      | 367     | 11        | 1204     | 35         | LDF4      | 35       | MFB9155 |
| 1   | 4TumPark | 33.27567  | -111.82925  | GPV4      | 372     | 20        | 1220     | 65         | LDF4      | 65       | MFB9155 |

## APPENDIX B

### R900 GATEWAY WARRANTY STATEMENT

#### R900® Gateway Warranty Statement



##### Warranty

The warranty on the R900® Gateway data collector system components is 12 months from shipment date. Warranty services provided during warranty period are:

- For a unit defective in materials or workmanship, free repair (including parts and labor), or at Neptune's discretion, replacement of the defective unit
- Return shipment of repaired product via prepaid ground service
- Toll-free assistance at Customer Support 1-800-647-4832
- These services are purchaser's exclusive remedy for warranty issues
- Repair turnaround time of 10 working days, excluding transit time

##### NOT included in the Warranty:

- Battery
- Cables and hardware
- Equipment damaged by abuse or negligence, or environmental damage as a fault of fires and storms
- Firmware modifications
- Priority Overnight return shipment of repaired units
- USB flash drives
- Antennas

##### Extended Maintenance Contract Services:

Maintenance contracts are available from your authorized Neptune Sales representative. Maintenance contract services during the extended period include:

- Free repair of unit, including parts and labor
- Return shipment of repaired product is prepaid ground service
- Free inspection and preventative maintenance
- Repair turnaround time of 10 working days, excluding transit time
- Toll-free assistance at Customer Support 1-800-647-4832

##### NOT included in Extended Maintenance Contract Services:

- Batteries
- Cables and miscellaneous hardware
- Equipment damaged by abuse or negligence or environmental damage as a result of fires and storms
- Firmware modifications
- Priority Overnight return shipment of repaired units
- Neptune disclaims any implied warranties, including the implied warranties of merchantability and fitness for a particular purpose
- Antennas
- USB flash drive

W R900 GATEWAY 09.14



**Repair Notes:**

A Return Material Authorization (RMA) number MUST accompany all incoming repairs.  
This RMA number may be obtained by calling Customer Support at 1-800-647-4832.

- Customer pays all incoming shipment charges
- All outgoing repairs are shipped ground service
- Requested Priority Overnight return shipment is paid by the customer
- Repair warranty is 90 days from shipment date
- Warranty and maintenance contract repair turnaround time of 10 working days, excluding transit time
- Non-warranty and non-maintenance contract repair turnaround time of 20 working days, excluding transit time

NEPTUNE DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.



W R900 GATEWAY 09.14



## EXHIBIT B COMPENSATION AND FEES

**Estimated Project Duration:** 18 Months from Kickoff

**Not-to-Exceed Total Contract Value:** \$14,000,000

| Item | Hardware                                                                |        | Price        |
|------|-------------------------------------------------------------------------|--------|--------------|
|      | <b>Description</b>                                                      |        |              |
|      | MRX920 Mobile Data Collector                                            |        | \$ 9,200.00  |
|      | Neptune Gateway (Includes 5 year extended Warranty)                     |        | \$ 21,000.00 |
|      | <b>Small Meters</b>                                                     |        |              |
|      | <b>Description</b>                                                      |        |              |
|      | 5/8x3/4" R900i T-10 Meter w/ Antenna                                    |        | \$ 243.00    |
|      | 3/4" R900i T-10 Meter w/ Antenna                                        |        | \$ 278.00    |
|      | 1" R900i T-10 Meter w/ Antenna                                          |        | \$ 333.00    |
|      | 1 1/2" R900i T-10 Meter w/ Antenna                                      |        | \$ 593.00    |
|      | 2" R900i T-10 Meter w/ Antenna                                          |        | \$ 731.00    |
|      | 5/8x3/4" R900i MACH10 Meter w/ Antenna                                  |        | \$ 263.00    |
|      | 3/4" R900i MACH10 Meter w/ Antenna                                      |        | \$ 312.00    |
|      | 1" R900i MACH10 Meter w/ Antenna                                        |        | \$ 353.00    |
|      | 1 1/2" R900i MACH10 Meter w/ Antenna                                    |        | \$ \$775.00  |
|      | 2" R900i MACH10 Meter w/ Antenna                                        |        | \$ \$915.00  |
|      |                                                                         |        |              |
|      | <b>Accessories</b>                                                      |        |              |
|      | <b>Description</b>                                                      |        |              |
|      | 6ft Antenna Assembly (thru the lid)                                     |        | \$ 29.00     |
|      | 25ft Antenna Assembly (thru the lid)                                    |        | \$ 42.00     |
|      | R900i Register (any size) (W/6'Antenna)                                 |        | \$ 202.00    |
|      | <b>Large Meters</b>                                                     |        |              |
|      | <b>Description</b>                                                      |        |              |
|      | Size (inches)                                                           | Type   |              |
|      | 3x12                                                                    | MACH10 | \$ 3,071.00  |
|      | 4x14                                                                    | MACH10 | \$ 3,890.00  |
|      | 6x18                                                                    | MACH10 | \$ 6,506.00  |
|      | 8x20                                                                    | MACH10 | \$ 10,278.00 |
|      | 10x26                                                                   | MACH10 | \$ 13,037.00 |
|      |                                                                         |        |              |
|      | <b>Price structure for incidental parts and service</b>                 |        |              |
|      | 25% discount off Ferguson List Price for all Waterworks and Labor items |        |              |
|      | 25% Discount off Neptune List price                                     |        |              |
|      | \$3 per meter credit for scrap                                          |        |              |
|      |                                                                         |        |              |
|      | <b>Cellular Meter Pricing</b>                                           |        |              |

| Item | Hardware                                                  |    | Price       |
|------|-----------------------------------------------------------|----|-------------|
|      | Ultrasonic Water Meter, 5/8" with Potted Cellular Radio   | ea | \$287.00    |
|      | Ultrasonic Water Meter, 3/4" with Potted Cellular Radio   | ea | \$337.00    |
|      | Ultrasonic Water Meter, 1" with Potted Cellular Radio     | ea | \$360.00    |
|      | Ultrasonic Water Meter, 1-1/2" with Potted Cellular Radio | ea | \$850.00    |
|      | Ultrasonic Water Meter, 2" with Potted Cellular Radio     | ea | \$1,000.00  |
|      | Ultrasonic Water Meter, 3" with Potted Cellular Radio     | ea | \$3,197.75  |
|      | Ultrasonic Water Meter, 4" with Potted Cellular Radio     | ea | \$4,085.75  |
|      | Ultrasonic Water Meter, 6" with Potted Cellular Radio     | ea | \$6,809.75  |
|      | Ultrasonic Water Meter, 8" with Potted Cellular Radio     | ea | \$10,417.25 |
|      | Ultrasonic Water Meter, 10" with Potted Cellular Radio    | ea | \$12,979.25 |
|      | Additional Pricing                                        |    |             |
|      | R900 Gateway installation (Labor)                         | ea | \$12,000.00 |
| 1    | AMI Cell: \$7.00/meter/year                               |    |             |
| 2    | AMI Gateway: \$2.53/meter/year                            |    |             |

## **EXHIBIT C INSURANCE**

### **INSURANCE**

#### General.

- A. At the same time as execution of this Agreement, the Contractor shall furnish the City a certificate of insurance on a standard insurance industry ACORD form. The ACORD form must be issued by an insurance company authorized to transact business in the State of Arizona possessing a current A.M. Best, Inc. rating of A-7, or better and legally authorized to do business in the State of Arizona with policies and forms that meet the requirements specified. Provided, however, the A.M. Best rating requirement shall not be deemed to apply to required Workers' Compensation coverage.
- B. The Contractor and any of its subcontractors shall procure and maintain, until all of their obligations have been discharged, including any warranty periods under this Agreement are satisfied, the insurances set forth below.
- C. The insurance requirements set forth below are minimum requirements for this Agreement and in no way limit the indemnity covenants contained in this Agreement.
- D. The City in no way warrants that the minimum insurance limits contained in this Agreement are sufficient to protect Contractor from liabilities that might arise out of the performance of the Agreement services under this Agreement by Contractor, its agents, representatives, employees, subcontractors, and the Contractor is free to purchase any additional insurance as may be determined necessary.
- E. Failure to demand evidence of full compliance with the insurance requirements in this Agreement or failure to identify any insurance deficiency will not relieve the Contractor from, nor will it be considered a waiver of its obligation to maintain the required insurance at all times during the performance of this Agreement.
- F. Use of Subcontractors: If any work is subcontracted in any way, the Contractor shall execute a written contract with Subcontractor containing the same Indemnification Clause and Insurance Requirements as the City requires of the Contractor in this Agreement. The Contractor is responsible for executing the Agreement with the Subcontractor and obtaining Certificates of Insurance and verifying the insurance requirements.

Minimum Scope and Limits of Insurance. The Contractor shall provide coverage with limits of liability not less than those stated below.

- A. *Commercial General Liability-Occurrence Form.* Contractor must maintain "occurrence"



form Commercial General Liability insurance with a limit of not less than \$2,000,000 for each occurrence, \$4,000,000 aggregate. Said insurance must also include coverage for products and completed operations, independent contractors, personal injury and advertising injury. If any Excess insurance is utilized to fulfill the requirements of this paragraph, the Excess insurance must be "follow form" equal or broader in coverage scope than underlying insurance.

- B. *Automobile Liability-Any Auto or Owned, Hired and Non-Owned Vehicles*  
*Vehicle Liability:* Contractor must maintain Business/Automobile Liability insurance with a limit of \$1,000,000 each accident on Contractor owned, hired, and non-owned vehicles assigned to or used in the performance of the Contractor's work or services under this Agreement. If any Excess or Umbrella insurance is utilized to fulfill the requirements of this paragraph, the Excess or Umbrella insurance must be "follow form" equal or broader in coverage scope than underlying insurance.
- C. *Workers Compensation and Employers Liability Insurance:* Contractor must maintain Workers Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor employees engaged in the performance of work or services under this Agreement and must also maintain Employers' Liability insurance of not less than \$1,000,000 for each accident and \$1,000,000 disease for each employee.

Additional Policy Provisions Required.

- A. *Self-Insured Retentions or Deductibles.* Any self-insured retentions and deductibles must be declared and reviewed by the City.
  - 1. The Contractor's insurance must contain broad form contractual liability coverage.
  - 2. The Contractor's insurance coverage must be primary insurance with respect to the City, its officers, officials, agents, and employees. Any insurance or self-insurance maintained by the City, its officers, officials, agents, and employees shall be in excess of the coverage provided by the Contractor and must not contribute to it.
  - 3. The Contractor's insurance must apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
  - 4. Coverage provided by the Contractor must not be limited to the liability assumed under the indemnification provisions of this Agreement.
  - 5. The policies must contain a severability of interest clause and waiver of subrogation against the City, its officers, officials, agents, and employees, for losses arising from Work performed by the Contractor for the City.

6. The Contractor, its successors and or assigns, are required to maintain Commercial General Liability insurance as specified in this Agreement for a minimum period of three years following completion and acceptance of the Work. The Contractor must submit a Certificate of Insurance evidencing Commercial General Liability insurance during this three-year period containing all the Agreement insurance requirements, including naming the City of Chandler, its agents, representatives, officers, directors, officials and employees as Additional Insured as required.
7. If a Certificate of Insurance is submitted as verification of coverage, the City will reasonably rely upon the Certificate of Insurance as evidence of coverage but this acceptance and reliance will not waive or alter in any way the insurance requirements or obligations of this Agreement.

B. *Insurance Cancellation During Term of Contract/Agreement.*

1. If any of the required policies expire during the life of this Contract/Agreement, the Contractor must forward renewal or replacement Certificates to the City within ten days after the renewal date containing all the required insurance provisions.
2. Each insurance policy required by the insurance provisions of this Contract/Agreement shall provide the required coverage and shall not be suspended, voided or canceled except after 30 days prior written notice has been given to the City, except when cancellation is for non-payment of premium, then ten days prior notice may be given. Such notice shall be sent directly to Chandler Law-Risk Management Department, Post Office Box 4008, Mailstop 628, Chandler, Arizona 85225. If any insurance company refuses to provide the required notice, the Contractor or its insurance broker shall notify the City of any cancellation, suspension, non-renewal of any insurance within seven days of receipt of insurers' notification to that effect.

A. *City as Additional Insured.* The policies are to contain, or be endorsed to contain, the following provisions:

1. The Commercial General Liability and Automobile Liability policies are to contain, or be endorsed to contain, the following provisions: The City, its officers, officials, agents, and employees are additional insureds with respect to liability arising out of activities performed by, or on behalf of, the Contractor including the City's general supervision of the Contractor; Products and Completed operations of the Contractor; and automobiles owned, leased, hired, or borrowed by the Contractor.
2. The City, its officers, officials, agents, and employees must be additional insureds to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Agreement.

## **EXHIBIT D SPECIAL CONDITIONS**

### BUILD AMERICA, BUY AMERICA (2 CFR 184)

None of the funds made available for a Federal financial assistance program for infrastructure, including each deficient program, may be obligated for a project unless all of the iron, steel, manufactured products, and construction materials used in the project are produced in the United States.

### BYRD ANTI-LOBBYING CERTIFICATION (31 U.S.C. 1352)

In all contracts in excess of \$100,000 the Contractor hereby certifies, to the best of his or her knowledge and belief, that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of and Federal contract, grant, loan, or cooperative agreement.
- b. Each Contractor tier must certify to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization or influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352.
- c. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Contractor must complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions. Such disclosures are forwarded from tier to tier up to the non-Federal award.

### CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT.

Applicable to all contracts in excess of \$150,000. The Contractor will comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 USC 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 USC 1251-1387). Violations must be reported to the City, the U.S. Department of Housing and Urban Development, and the San Francisco Regional Office of the Environmental Protection Agency (EPA).

### CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS.

- a. The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, labor surplus area, and other disadvantaged business enterprise firms (DBE), as described by Public Law 102-389 ([42 U.S.C. 4370d](#)) or as described by Title X of the Clean Air Act Amendments of 1990 ([42 U.S.C. 7601 note](#)) are used when possible.
- b. Affirmative steps must include:
  1. Placing qualified DBEs on solicitation lists;

2. Assuring that DBEs are solicited whenever they are potential sources;
3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by DBEs;
4. Establishing delivery schedules, where the requirement permits, which encourage participation by DBEs;
5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce;
6. Contracting with a consortium of DBEs when possible if a contract is too large for one firm to handle individually; and
7. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (b)(1) through (6) of this section.

CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. 3701-3708).

The Contractor will comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic pay rate for all hours worked in excess of 40 hours in the work week. The provisions of 40 U.S.C. 3704 are applicable to construction and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689).

A contract award must not be made to parties listed on the government wide Excluded Parties List System (EPLS) in SAM, in accordance with OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." The EPLS in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

The City may, by written notice to the Contractor, immediately terminate this Contract if the City determines that the Contractor has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body. If the Contractor becomes suspended or debarred, the Contractor must immediately notify the City. Contractors must not make any award or permit any award (sub-recipient or vendor) at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549.

The Contractor certifies to the best of its knowledge and belief, that is and its sub-contractors:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;

- b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
- d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

#### DISADVANTAGED BUSINESS PROGRAM

The Contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the Contractor to carry out these requirements is a material breach of this contract which may result in termination of this contract or other legally available remedies.

#### FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA)

The Contractor will comply with the requirements of 2 CFR part 25 Universal Identifier and System for Award Management (SAM). The Contractor must have an active registration and Unique Entity Identifier in SAM in accordance with 2 CFR part 25, including appendix A. The Contractor will also comply with the provisions of FFATA which includes requirements on executive compensation, and 2 CFR part 170 Reporting Subaward and Executive Compensation Information.

#### PREFERENCE FOR DOMESTIC PROCUREMENT.

Pursuant to 2 C.F.R. 200.322, to the greatest extent practicable, Contractor will purchase, acquire, or use goods, products or materials produced in the United States (including but not limited to iron, aluminum, steel, cement and other manufactured products).

#### PROCUREMENT OF RECOVERED MATERIALS.

- a. In accordance with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, the Contractor must procure items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition. The Contractor must procure items designated in the EPA guidelines that contain the highest percentage of recovered materials practicable unless the Contractor determines that such items: (1) are not reasonably available in a reasonable time period; (2) fail to meet reasonable performance standards, which will be determined the basis of the guidelines of the National Institute of Standards and Technology, if applicable to the item, or (3) are only available at an unreasonable price.
- b. Paragraph (a) of this clause will apply to items purchased under this contract where: (1) the Contractor purchases in excess of \$10,000 of the item under this contract; or (2) during the preceding Federal fiscal year, the Contractor: (i) purchased any amount of the items for use under

a contract that was funded with Federal appropriations and was with a Federal agency or a State agency or agency of a political subdivision of a State; and (ii) purchased a total of in excess of \$10,000 of the item both under and outside that contract.

#### PROHIBITION ON CERTAIN TELECOMMUNICATIONS EQUIPMENT.

Contractor is prohibited from obligating or expending funds to (i) procure or obtain; (ii) extend or renew a contract to procure or obtain; or (iii) enter into a contract to procure or obtain equipment, services or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities) and such other entities described in 2 C.F.R. 200.216.

#### TERMINATION for Default and for CONVENIENCE:

- (a) The City may terminate this contract in whole, or from time to time in part, for the City's convenience or the failure of the Contractor to fulfill the contract obligations (default). The City will terminate by delivering to the Contractor a written Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor must: (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the City all information, reports, papers, and other materials accumulated or generated in performing the contract, whether completed or in process.
- (b) If the termination is for the convenience of the City, the City will be liable only for payment for services rendered before the effective date of the termination.
- (c) If the termination is due to the failure of the Contractor to fulfill its obligations under the contract (default), the City may (1) require Contractor to deliver to it, in the manner and to the extent directed by the City, any work described in the Notice of Termination; (2) take over the work and prosecute the same to completion by contract or otherwise, and the Contractor will be liable for any additional cost incurred by the City; and (3) withhold any payments to the Contractor, for the purpose of set-off or partial payment, as the case may be, of amounts owned by the City by the Contractor. In the event of termination for cause/default, the City will be liable to the Contractor for reasonable costs incurred by the Contractor before the effective date of the termination. Any dispute will be decided by the Contracting Officer.

#### COMPLIANCE WITH LAWS.

The Contractor shall comply with applicable requirements of all other federal laws, executive orders, regulations, and public policies governing federally assisted contract including, but not limited to:

- (a) National Environmental Policy Act of 1969, as amended, 42 U.S.C. § 4321 et seq.;
- (b) Civil Actions for False Claims Act, 31 U.S.C. § 3730;
- (c) False Claims Act, 31 U.S.C. § 3729, 18 U.S.C. §§ 287 and 1001;
- (d) Program Fraud and Civil Remedies Act, 31 U.S.C. § 3801 et seq.;
- (e) Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d et seq.;
- (f) Title VIII of the Civil Rights Act of 1968, 42 U.S.C. § 3601 et seq.;
- (g) Section 504 of the Rehabilitation Act of 1973, as amended, 42 U.S.C. § 794; and.
- (h) Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq.

PROHIBITION ON HUMAN TRAFFICKING.

The Contractor shall comply with Section 106 of the Victims of Trafficking and Violence Protection Act of 2000 and shall not:

- a. engage in severe forms of trafficking in persons;
- b. procure a commercial sex act; or
- c. use forced labor in the performance of the Contract.

CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (NOV 2023):

- a. This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 and FAR 3.900 through 3.905.
- b. The Contractor must inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section FAR 3.900 through 3.905.
- c. The Contractor will insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

## DISCLOSURE OF LOBBYING ACTIVITIES

### CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents of all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, United States Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Organization: \_\_\_\_\_

Street address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

CERTIFIED BY: \_\_\_\_\_  
(type or print)

TITLE: \_\_\_\_\_

\_\_\_\_\_  
(signature)

\_\_\_\_\_  
(date)