

PROFESSIONAL SERVICES AGREEMENT
(Not Construction Related)
 SMARTCOVER SYSTEMS

This Professional Services Agreement ("Agreement") is entered into and effective between CITY OF GLENDALE, an Arizona municipal corporation ("City") and James, Cooke & Hobson, Inc., a Texas corporation, authorized to do business in the State of Arizona, ("Consultant") as of the _____ day of _____, 2024 ("Effective Date").

RECITALS

- A. City intends to undertake a project for the benefit of the public and with public funds that is more fully set forth in **Exhibit A**, Project (the "Project");
- B. City desires to retain the professional services of Consultant to perform certain specific duties and produce the specific work as set forth in the attached **Exhibit B**, Project Scope of Work ("Scope");
- C. Consultant desires to provide City with professional services ("Services") consistent with best consulting or architectural practices and the standards set forth in this Agreement, in order to complete the Project; and
- D. City and Consultant desire to memorialize their agreement with this document.

AGREEMENT

The parties hereby agree as follows:

1. Key Personnel; Other Consultants and Subcontractors.

- 1.1 Professional Services. Consultant will provide all Services necessary to assure the Project is completed timely and efficiently consistent within Project requirements, including, but not limited to, working in close interaction and interfacing with City and its designated employees, and working closely with others, including other consultants or contractors, retained by City.
- 1.2 Project Team.
 - a. Project Manager.
 - (1) Consultant will designate an employee as Project Manager with sufficient training, knowledge, and experience to, in the City's opinion, complete the project and handle all aspects of the Project such that the work produced by Consultant is consistent with applicable standards as detailed in this Agreement; and
 - (2) The City must approve the designated Project Manager.
 - b. Project Team.
 - (1) The Project Manager and all other employees assigned to the Project by Consultant will comprise the "Project Team."
 - (2) Project Manager will have responsibility for and will supervise all other employees assigned to the Project by Consultant.
 - c. Discharge, Reassign, Replacement.
 - (1) Consultant acknowledges the Project Team is comprised of the same persons and roles for each as may have been identified in **Exhibit A**.
 - (2) Consultant will not discharge, reassign, replace or diminish the responsibilities of any of the employees assigned to the Project who have been approved by City without City's prior written consent unless that person leaves the employment of Consultant, in which event the substitute must first be approved in writing by City.

(3) Consultant will change any of the members of the Project Team at the City's request if an employee's performance does not equal or exceed the level of competence that the City may reasonably expect of a person performing those duties, or if the acts or omissions of that person are detrimental to the development of the Project.

d. Subcontractors. Consultant shall not engage any subcontractor for the work or services to be performed under this Agreement.

2. **Schedule.** The Services will be undertaken in a manner that ensures the Project is completed timely and efficiently in accordance with the Project.

3. **Consultant's Work.**

3.1 Standard. Consultant must perform Services in accordance with the standards of due diligence, care, and quality prevailing among consultants having substantial experience with the successful furnishing of Services for projects that are equivalent in size, scope, quality, and other criteria under the Project and identified in this Agreement.

3.2 Licensing. Consultant warrants that:

a. Consultant currently holds all appropriate and required licenses, registrations and other approvals necessary for the lawful furnishing of Services ("Approvals"); and

b. Neither Consultant nor any Subconsultant has been debarred or otherwise legally excluded from contracting with any federal, state, or local governmental entity ("Debarment").

(1) City is under no obligation to ascertain or confirm the existence or issuance of any Approvals or Debarments, or to examine Consultant's contracting ability.

(2) Consultant must notify City immediately if any Approvals or Debarment changes during the Agreement's duration. The failure of the Consultant to notify City as required will constitute a material default under the Agreement.

3.3 Compliance.

a. Services will be furnished in compliance with applicable federal, state, county and local statutes, rules, regulations, ordinances, building codes, life safety codes, and other standards and criteria designated by City.

b. Consultant must not discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, national origin, age, marital status, sexual orientation, gender identity or expression, genetic characteristics, familial status, U.S. military veteran status or any disability. Consultant will require any Sub-contractor to be bound to the same requirements as stated within this section. Consultant, and on behalf of any subcontractors, warrants compliance with this section.

3.4 Coordination; Interaction.

a. For projects that the City believes requires the coordination of various professional services, Consultant will work in close consultation with City to proactively interact with any other professionals retained by City on the Project ("Coordinating Project Professionals").

b. Subject to any limitations expressly stated in the Project Budget, Consultant will meet to review the Project, Schedule, Project Budget, and in-progress work with Coordinating Project Professionals and City as often and for durations as City reasonably considers necessary in order to ensure the timely work delivery and Project completion.

c. For projects not involving Coordinating Project Professionals, Consultant will proactively interact with any other contractors when directed by City to obtain or disseminate timely information for the proper execution of the Project.

3.5 Work Product.

- a. Ownership. Upon receipt of payment for Services furnished, Consultant grants to City exclusive ownership of and all copyrights, if any, to evaluations, reports, drawings, specifications, project manuals, surveys, estimates, reviews, minutes, all "architectural work" as defined in the United States Copyright Act, 17 U.S.C § 101, *et seq.*, and other intellectual work product as may be applicable ("Work Product").
 - (1) This grant is effective whether the Work Product is on paper (e.g., a "hard copy"), in electronic format, or in some other form.
 - (2) Consultant warrants, and agrees to indemnify, hold harmless and defend City for, from and against any claim that any Work Product infringes on third-party proprietary interests.
- b. Delivery. Consultant will deliver to City copies of the preliminary and completed Work Product promptly as they are prepared.
- c. City Use.
 - (1) City may reuse the Work Product at its sole discretion.
 - (2) In the event the Work Product is used for another project without further consultations with Consultant, the City agrees to indemnify and hold Consultant harmless from any claim arising out of the Work Product.
 - (3) In such case, City will also remove any seal and title block from the Work Product.

4. **Compensation for the Project.**

- 4.1 Compensation. Consultant's compensation for the Project, including those furnished by its Subconsultants or Subcontractors will not exceed \$35,000 as specifically detailed in **Exhibit D** ("Compensation").
- 4.2 Change in Scope of Project. The Compensation may be equitably adjusted if the originally contemplated Scope as outlined in the Project is significantly modified.
 - a. Adjustments to Compensation require a written amendment to this Agreement and may require City Council approval.
 - b. Additional services which are outside the Scope of the Project contained in this Agreement may not be performed by the Consultant without prior written authorization from the City.
 - c. Notwithstanding the incorporation of the Exhibits to this Agreement by reference, should any conflict arise between the provisions of this Agreement and the provisions found in the Exhibits and accompanying attachments, the provisions of this Agreement shall take priority and govern the conduct of the parties.
- 4.3 Expenses. City will reimburse Consultant for certain out-of-pocket expenses necessarily incurred by Consultant in connection with this Agreement, without mark-up (the "Reimbursable Expenses"), including, but not limited to, document reproduction, materials for book preparation, postage, courier and overnight delivery costs incurred with Federal Express or similar carriers, travel and car mileage, subject to the following:
 - a. Mileage, airfare, lodging and other travel expenses will be reimbursable only to the extent these would, if incurred, be reimbursed to City of Glendale personnel under its policies and procedures for business travel expense reimbursement made available to Consultant for review prior to the Agreement's execution, and which policies and procedures will be furnished to Consultant;
 - b. The Reimbursable Expenses in this section are approved in advance by City in writing; and

- c. The total of all Reimbursable Expenses paid to Consultant in connection with this Agreement will not exceed the “not to exceed” amount identified for Reimbursable Services in the Compensation.

5. **Billings and Payment.**

5.1 Applications.

- a. Consultant will submit monthly invoices (each, a "Payment Application") to City's Project Manager and City will remit payments based upon the Payment Application as stated below.
- b. The period covered by each Payment Application will be one calendar month ending on the last day of the month.

5.2 Payment.

- a. After a full and complete Payment Application is received, City will process and remit payment within 30 days.
- b. Payment may be subject to or conditioned upon City's receipt of:
 - (1) Completed work generated by Consultant and its Subconsultants; and
 - (2) Unconditional waivers and releases on final payment from all Subconsultants as City may reasonably request to assure the Project will be free of claims arising from required performances under this Agreement.

5.3 Review and Withholding. City's Project Manager will timely review and certify Payment Applications.

- a. If the Payment Application is rejected, the Project Manager will issue a written listing of the items not approved for payment.
- b. City may withhold an amount sufficient to pay expenses that City reasonably expects to incur in correcting the deficiency or deficiencies rejected for payment.

6. **Termination.**

6.1 For Convenience. City may terminate this Agreement for convenience, without cause, by delivering a written termination notice stating the effective termination date, which may not be less than 15 days following the date of delivery.

- a. Consultant will be equitably compensated for Services furnished prior to receipt of the termination notice and for reasonable costs incurred.
- b. Consultant will also be similarly compensated for any approved effort expended, and approved costs incurred, that are directly associated with Project closeout and delivery of the required items to the City.

6.2 For Cause. City may terminate this Agreement for cause if Consultant fails to cure any breach of this Agreement within seven days after receipt of written notice specifying the breach.

- a. Consultant will not be entitled to further payment until after City has determined its damages. If City's damages resulting from the breach, as determined by City, are less than the equitable amount due but not paid Consultant for Services furnished, City will pay the amount due to Consultant, less City's damages, in accordance with the provisions of Sec. 5.
- b. If City's direct damages exceed amounts otherwise due to Consultant, Consultant must pay the difference to City immediately upon demand; however, Consultant will not be subject to consequential damages more than \$1,000,000 or the amount of this Agreement, whichever is greater.

7. **Conflict.** Consultant acknowledges this Agreement is subject to A.R.S. § 38-511, which allows for cancellation of this Agreement in the event any person who is significantly involved in initiating, negotiating,

securing, drafting, or creating the Agreement on City's behalf is also an employee, agent, or consultant of any other party to this Agreement.

8. **Insurance.** For the duration of the term of this Agreement, Consultant shall procure and maintain insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of all tasks or work necessary to complete the Project as herein defined. Such insurance shall cover Consultant, its agent(s), representative(s), employee(s) and any subcontractors.

8.1 Minimum Scope and Limit of Insurance. Coverage must be at least as broad as:

- a. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01, including products and completed operations, with limits of no less than **\$1,000,000** per occurrence for bodily injury, personal injury, and property damage. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
- b. Automobile Liability: Insurance Services Office Form Number CA 0001 covering Code 1 (any auto), with limits no less than **\$1,000,000** per accident for bodily injury and property damage.
- c. Professional Liability. Consultant must maintain a Professional Liability insurance covering errors and omissions arising out of the work or services performed by Consultant, or anyone employed by Consultant, or anyone for whose acts, mistakes, errors and omissions Consultant is legally liability, with a liability insurance limit of \$1,000,000 for each claim and a \$1,000,000 annual aggregate limit.
- d. Worker's Compensation: Insurance as required by the State of Arizona, with Statutory Limits, and Employers' Liability insurance with a limit of no less than **\$1,000,000** per accident for bodily injury or disease.

8.2 Indemnification.

- a. To the fullest extent permitted by law, Consultant must defend, indemnify, and hold harmless City and its elected officials, officers, employees and agents (each, an "Indemnified Party," collectively, the "Indemnified Parties") for, from, and against any and all claims, demands, actions, damages, judgments, settlements, personal injury (including sickness, disease, death, and bodily harm), property damage (including loss of use), infringement, governmental action and all other losses and expenses, including attorneys' fees and litigation expenses (each, a "Demand or Expense" collectively "Demands or Expenses") asserted by a third-party (i.e. a person or entity other than City or Consultant) and that arises out of or results from the breach of this Agreement by the Consultant or the Consultant's negligent actions, errors or omissions (including any Subconsultant or Subcontractor or other person or firm employed by Consultant), whether sustained before or after completion of the Project.
- b. This indemnity and hold harmless provision applies even if a Demand or Expense is in part due to the Indemnified Party's negligence or breach of a responsibility under this Agreement, but in that event, Consultant will be liable only to the extent the Demand or Expense results from the negligence or breach of a responsibility of Consultant or of any person or entity for whom Consultant is responsible.
- c. Consultant is not required to indemnify any Indemnified Parties for, from, or against any Demand or Expense resulting from the Indemnified Party's sole negligence or other fault solely attributable to the Indemnified Party.

8.3 Other Insurance Provisions. The insurance policies required by the Section above must contain, or be endorsed to contain the following insurance provisions:

- a. **The City, its officers, officials, employees and volunteers are to be covered as additional insureds** of the CGL and automobile policies for any liability arising from or in

connection with the performance of all tasks or work necessary to complete the Project as herein defined. Such liability may arise, but is not limited to, liability for materials, parts or equipment furnished in connection with any tasks, or work performed by Consultant or on its behalf and for liability arising from automobiles owned, leased, hired or borrowed on behalf of the Consultant. General liability coverage can be provided in the form of an endorsement to the Consultant's existing insurance policies, provided such endorsement is at least as broad as ISO Form CG 20 10, 11 85 or both CG 20 10 and CG 23 37, if later revisions are used.

- b. For any claims related to this Project, the **Consultant's insurance coverage shall be primary insurance** with respect to the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees or volunteers shall be in excess of the Consultant's insurance and shall not contribute with it.
- c. Each insurance policy required by this Section shall provide that coverage shall not be canceled, except after providing notice to the City.

8.4 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best rating of no less than A: VII, unless the Consultant has obtained prior approval from the City stating that a non-conforming insurer is acceptable to the City.

8.5 Waiver of Subrogation. **Consultant hereby agrees to waive its rights of subrogation which any insurer may acquire** from Consultant by virtue of the payment of any loss. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation. The Workers' Compensation Policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Consultant, its employees, agent(s) and subcontractor(s).

8.6 Verification of Coverage. Within 15 days of the Effective Date of this Agreement, Consultant shall furnish the City with original certificates and amendatory endorsements, or copies of any applicable insurance language making the coverage required by this Agreement effective. All certificates and endorsements must be received and approved by the City before work commences. Failure to obtain, submit or secure the City's approval of the required insurance policies, certificates or endorsements prior to the City's agreement that work may commence shall not waive the Consultant's obligations to obtain and verify insurance coverage as otherwise provided in this Section. The City reserves the right to require complete, certified copies of all required insurance policies, including any endorsements or amendments, required by this Agreement at any time during the Term stated herein.

Consultant's failure to obtain, submit or secure the City's approval of the required insurance policies, certificates or endorsements shall not be considered a Force Majeure or defense for any failure by the Consultant to comply with the terms and conditions of the Agreement, including any schedule for performance or completion of the Project.

8.7 Subcontractors. Consultant shall require and shall verify that all subcontractors maintain insurance meeting all requirements of this Agreement.

8.8 Special Risk or Circumstances. The City reserves the right to modify these insurance requirements, including any limits of coverage, based on the nature of the risk, prior experience, insurer, coverage or other circumstances unique to the Consultant, the Project or the insurer.

9. **E-verify, Records and Audits.** To the extent applicable under A.R.S. § 41-4401, the Consultant warrants their compliance and that of its subconsultants with all federal immigration laws and regulations that relate to their employees and compliance with the E-verify requirements under A.R.S. § 23-214(A). The Consultant or subconsultant's breach of this warranty shall be deemed a material breach of the Agreement and may result in the termination of the Agreement by the City under the terms of this Agreement. The City retains the legal right to randomly inspect the papers and records of the other party to ensure that the other party is complying with the above-mentioned warranty. The Consultant and subconsultant warrant to keep their respective papers and records open for random inspection during normal business hours by the other party. The parties shall cooperate with the City's random inspections, including granting the inspecting party entry rights onto

their respective properties to perform the random inspections and waiving their respective rights to keep such papers and records confidential.

10. **No Boycott of Israel.** To the extent A.R.S § 35-393 through § 35-393.03 are applicable, the parties hereby certify that they are not currently engaged in, and agree for the duration of the Agreement to not engage in, a boycott of goods or services from Israel, as that term is defined in A.R.S § 35-393.
11. **Uyghur Forced Labor Prevention Act (UFLPA).** Consultant certifies that it does not currently, and during the term of this Agreement, will not use:
 - a. the forced labor of ethnic Uyghurs in the People’s Republic of China;
 - b. any goods or services produced by the forced labor of ethnic Uyghurs in the People’s Republic of China; and
 - c. 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.
12. **Attestation of PCI Compliance.** When applicable, the Consultant will provide the City annually with a Payment Card Industry Data Security Standard (PCI DSS) attestation of compliance certificate signed by an officer of Consultant with oversight responsibility.
13. **Notices.**
 - 13.1 A notice, request or other communication that is required or permitted under this Agreement (each a "Notice") will be effective only if:
 - a. The Notice is in writing; and
 - b. Delivered in person or by overnight courier service (delivery charges prepaid), certified or registered mail (return receipt requested).
 - c. Notice will be deemed to have been delivered to the person to whom it is addressed as of the date of receipt, if:
 - (1) Received on a business day before 5:00 p.m. at the address for Notices identified for the Party in this Agreement by U.S. Mail, hand delivery, or overnight courier service; or
 - (2) As of the next business day after receipt, if received after 5:00 p.m.
 - d. The burden of proof of the place and time of delivery is upon the Party giving the Notice.
 - e. Digitalized signatures and copies of signatures will have the same effect as original signatures.
 - 13.2 Representatives.
 - a. Consultant. Consultant's representative (the "Consultant's Representative") authorized to act on Consultant's behalf with respect to the Project, and his or her address for Notice delivery is:

James, Cooke & Hobson, Inc.
c/o Doug Pratt
3501 E. Broadway Road
Phoenix, AZ 85040
 - b. City. City's representative ("City's Representative") authorized to act on City's behalf, and his or her address for Notice delivery is:

City of Glendale
c/o Lindsay Lucas
7070 W. Northern Avenue
Glendale, Arizona 85303

With required copy to:

City Manager
City of Glendale
5850 West Glendale Avenue
Glendale, Arizona 85301

City Attorney
City of Glendale
5850 West Glendale Avenue
Glendale, Arizona 85301

c. Concurrent Notices.

- (1) All notices to City's representative must be given concurrently to City Manager and City Attorney.
- (2) A notice will not be deemed to have been received by City's representative until the time that it has also been received by the City Manager and the City Attorney.
- (3) City may appoint one or more designees for the purpose of receiving notice by delivery of a written notice to Consultant identifying the designee(s) and their respective addresses for notices.

d. Changes. Consultant or City may change its representative or information on Notice, by giving Notice of the change in accordance with this section at least ten days prior to the change.

14. Financing Assignment. City may assign this Agreement to any City-affiliated entity, including a non-profit corporation or other entity whose primary purpose is to own or manage the Project.

15. Entire Agreement; Survival; Counterparts; Signatures.

15.1 Integration. This Agreement contains, except as stated below, the entire agreement between City and Consultant and supersedes all prior conversations and negotiations between the parties regarding the Project or this Agreement.

- a. Neither Party has made any representations, warranties or agreements as to any matters concerning the Agreement's subject matter.
- b. Representations, statements, conditions, or warranties not contained in this Agreement will not be binding on the parties.
- c. The solicitation, any addendums and the response submitted by the Contractor are incorporated into this Agreement as if attached hereto. Any Contractor response modifies the original solicitation as stated. Inconsistencies between the solicitation, any addendums and the response or any excerpts attached as Exhibit A and this Agreement will be resolved by the terms and conditions stated in this Agreement.

15.2 Interpretation.

- a. The parties fairly negotiated the Agreement's provisions to the extent they believed necessary and with the legal representation they deemed appropriate.
- b. The parties are of equal bargaining position and this Agreement must be construed equally between the parties without consideration of which of the parties may have drafted this Agreement.
- c. The Agreement will be interpreted in accordance with the laws of the State of Arizona.

15.3 Survival. Except as specifically provided otherwise in this Agreement, each warranty, representation, indemnification and hold harmless provision, insurance requirement, and every other right, remedy and responsibility of a Party, will survive completion of the Project, or the earlier termination of this Agreement.

- 15.4 Amendment. No amendment to this Agreement will be binding unless in writing and executed by the parties. Electronic signature blocks do not constitute execution for purposes of this Agreement. Any amendment may be subject to City Council approval.
- 15.5 Remedies. All rights and remedies provided in this Agreement are cumulative and the exercise of any one or more right or remedy will not affect any other rights or remedies under this Agreement or applicable law.
- 15.6 Severability. If any provision of this Agreement is voided or found unenforceable, that determination will not affect the validity of the other provisions, and the voided or unenforceable provision will be reformed to conform with applicable law.
- 15.7 Counterparts. This Agreement may be executed in counterparts, and all counterparts will together comprise one instrument.

16. Term.

- 16.1 Extensions. The term of this Agreement commences upon the effective date and continues for a four (4) year initial period. There are no automatic extensions or renewals of this Agreement.
- 16.2 Extension for Procurement Process. Upon the expiration of the Term of this Agreement, including the initial term and any renewals, at the City’s sole discretion, this Agreement may be extended on a month-to-month basis for a maximum of six (6) months to allow for the City to complete its procurement process to select a vendor to provide the services/materials similar to those provided under this Agreement. The City will notify the Contractor in writing of its intent to extend the Agreement at least thirty (30) calendar days prior to the expiration of the Term. Any extension provided under this subsection will continue under the same terms and conditions as in effect immediately prior to the expiration of the then-current term.

17. Dispute Resolution. Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration administered according to the American Arbitration Association’s Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

18. Cooperative Use of Contract. This agreement may be extended for use by other governmental agencies and political subdivisions of the State. Any such usage by other entities must be in accord with the ordinances, charter, rules and regulations of the respective entity and the approval of the Contractor and City. For a list of SAVE members, click on the following link: <http://www.mesaaz.gov/business/purchasing/save>

19. Exhibits. The following exhibits, with reference to the term in which they are first referenced, are incorporated by this reference.

- Exhibit A Project
- Exhibit B Scope of Work
- Exhibit C Schedule
- Exhibit D Compensation

(Signatures appear on the following page.)

The parties enter into this Agreement effective as of the date shown above.

City of Glendale,
an Arizona municipal corporation

By: Kevin R. Phelps
Its: City Manager

ATTEST:

Julie K. Bower (SEAL)
City Clerk

APPROVED AS TO FORM:

Michael D. Bailey
City Attorney

James, Cooke & Hobson, Inc.,
a Texas corporation



By: Douglas Pratt, PE
Its: Sales Engineer

EXHIBIT A
Professional Services Agreement

PROJECT

SmartCover Systems, sold exclusively through James, Cooke & Hobson, Inc. provides real-time, continuous monitoring of sewer flows that assists city staff in preventing sewer back-ups before it impacts the customer and the environment. This product will also assist with future developments and impacts to the sewer system. SmartCover Systems will provide maintenance for existing units and the purchase, installation, and maintenance of additional units as-needed. Please see Attachment A for equipment specifications and installation.

Sole Source – Distributor

SMARTCOVER

WE'VE GOT IT COVERED

Hadronex Inc. DBA SmartCover Systems

Customer Name City of Glendale, AZ
Address 7070 W. Northern Ave
City, State Zip Glendale, AZ 85303

Date 7/9/2024

This letter is to provide notification that Hadronex, Inc. (doing business as SmartCover® Systems™) herein known as "Company" with corporate offices located at 2110 Enterprise Street, Escondido, CA 92029, is the sole creator, manufacturer and marketer of a group of systems and products, including: the award winning *SmartCover*®; *SmartFLOE*™; *SmartVault*™; *SmartWeir*™; *SmartClean*®; *SmartTank*; *SmartTrend*®; *SmartRain*™; *SmartTide*™; *UnderCover*®; *SubSonic*®; *H₂Scents*® and *StreamWatch*®.

The *SmartCover*® family of products are both **patented and proprietary**, designed and manufactured by the Company to provide users with unique qualities and functions based on acquiring water level and/or flow data as well as other data in the sewer collection system or other structures with open channel flows, using ultrasonic, pressure or combined technology combined with embedded analytics and data fusion. The *SmartCover*® system, which acquires and transmits data through the Iridium® military grade satellite network, is immune to terrestrial communications interruptions caused by storms or hurricanes and provides 24/7 user access via a secure web browser and through a dedicated, secure user website.

SmartCover® *uniquely* provides real-time, continuous monitoring capability powered by an engineered and proprietary long-life lithium thionyl chloride battery pack. It *uniquely* communicates with an embedded digital radio through the Iridium® satellite system assuring global, redundant and continuous coverage.

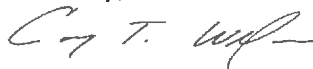
Mounted directly on the manhole cover, the patented *SmartCover*® configuration is designed to be installed with **no confined space entry** per OSHA CFR 1910.146(b). The manhole cover mounting also provides a real-time intrusion alarm when the manhole cover is opened, providing a unique capability to detect intrusions or entries into the manhole or hatch.

Our representative listed below is the exclusive partner for SmartCover® Systems™ in your location for the purchase of new products. Your contact is:

Contact Person Doug Pratt
Channel Partner Name James, Cooke & Hobson Inc.
Address 3501 E. Broadway Road
City, State Zip Phoenix, AZ 85040
Cell Phone # 602-350-6229
Office Phone # 602-243-0585 ext. 3230
Email address Doug.pratt@jchinc.com

Company is protected by the following US Patents: 7,589,630; 7,598,858; 7,944,352; 7,948,215; 8,607,654; 9,297,684; 9,482,568; 10,612,228 and 10,901,068. The systems are also protected by registered trademarks and international patents. Company also has a Madrid Treaty filing for its main trademark. We hope this information will satisfy your requirements and that it clearly demonstrates the special, patented, unique and proprietary features of our systems.

Sincerely,



Corey Williams, P.E.
President/CEO, SmartCover Systems
cwilliams@smartcoversystems.com

SmartCoverSystems.com
Hadronex Inc. DBA SmartCover Systems
2110 Enterprise Street, Escondido, CA 92029

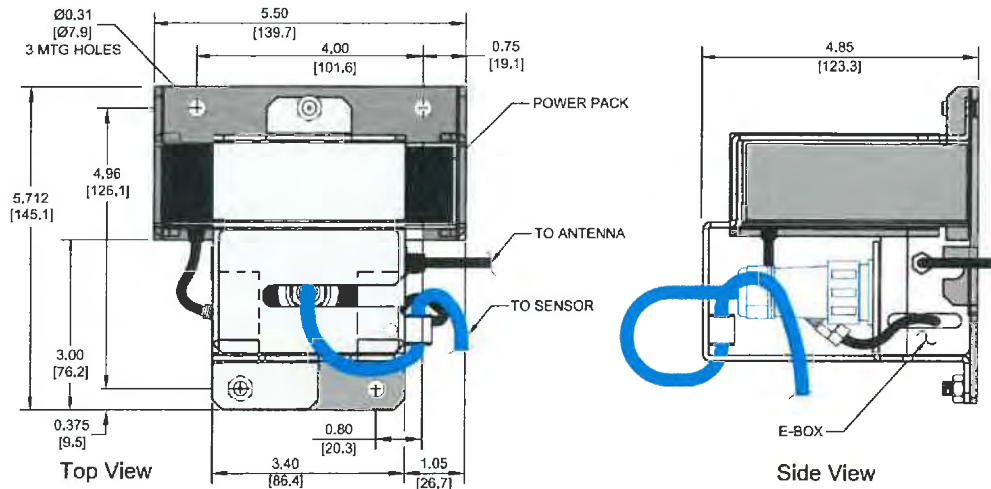


SmartCover System Specifications

System Components

- E-Box
- Distance Sensing Module (DSM) for Level or FLOE, N/A for UnderCover®
- PowerPack™
- E-Series Antenna
- Mounting Brackets

Total Weight 5.1 lb [2.3 kg]
 Installation Size (not including DSM) 5.5 in x 5.7 in x 4.9 in [14 cm x 14.5 cm x 12.5 cm]



Distance Sensing Module (see pages 2 and 3 for details) Total dynamic range 40 ft

Power Source 3.6 VDC PowerPack™
 Operating Lifetime* (Standard Timing) 2 years
**Dependent on timing, signal quality, number of alarms and environmental conditions*

Communications

Network Iridium® NEXT Low-Earth-Orbit Satellite w/Global Coverage
 Transmit/Receive Two-way Communications
 Radio Frequency 1616 to 1626.5 MHz
 Typical Latency* 10 sec to 10 min
**Dependent on antenna's view of the sky.*

Environmental

Net Operating Temperature Range 14 °F to 140 °F [-10 °C to 60 °C]
 Ingress Protection IP68

Mounting

Standard Manhole Mounting Brackets
 Optional Side Mount Bracket, NEMA Enclosure

Component Specifications

E-Box

Tilt Detection Angle (SmartCover [®] & UnderCover [®])	10° ±3°
Operating Voltage	3.3 to 4.5 VDC
Dimensions (not including pigtail)	3.2 in x 2.3 in x 2.1 in [8.2 cm x 5.8 cm x 5.3 cm]
Weight	0.7 lb [0.32 kg]
Environmental	IP68
Temperature Range	14 °F to 140 °F [-10 °C to 60 °C]
Humidity Range	0 % to 100% RH
External Connectors	
<ul style="list-style-type: none"> SMA female bulkhead (Antenna) 3-pin male pigtail (Power) 12-pin female bulkhead (Sensor) 	

Sensor: SubSonic[™] Dual Sensor Distance Sensing Module (DSM)

Type	Dual: Ultrasonic and Pressure
Ultrasonic:	
Frequency	143 kHz
Beam Angle (from center)	9°
Operating Resolution	0.1 in [2.5 mm]
Dynamic Range	4 in to 79 in [100 mm to 2000 mm]
Pressure:	
Sensing resolution	0.5 in [12.7 mm]
Submersion level maximum depth	34.5 ft at sea level
Sensor type	Sealed pressure transducer
Additional:	
Dead zone between sensors	8 in to 9 in [203 mm to 229 mm]
Operating Voltage	5 VDC
Environmental	IP68
Temperature Range	-22 °F to 140 °F [-30 °C to 60 °C]
External Dimensions (sensor head)	3.1 in x 3.1 in x 4.5 in [8 cm x 8 cm x 11.4 cm]
Weight (w/15 ft cable)	1.3 lb [0.59 kg]
Sensor Housing	Polycarbonate/PET Blend
Mounting Configurations	Free Hanging (Optional: Stabilizer Platform)

Component Specifications, continued

Sensor (Optional): Long Range Distance Sensing Module (DSM)

Type	Ultrasonic
Frequency	69 kHz
Beam Angle (from center)	9°
Operating Resolution	0.1 in [2.5 mm]
Dynamic Range	12 in to 240 in [304 mm to 6096 mm]
Operating Voltage	5 VDC
Environmental	IP68
Temperature Range	22 °F to 140 °F [-30 °C to 60 °C]
External Dimensions (sensor head)	3.1 in x 3.1 in x 4.5 in [8 cm x 8 cm x 11.4 cm]
Weight (w/25 ft. cable)	2.0 lb [0.91 kg]
Sensor Housing	Polycarbonate/PET Blend
Mounting Configurations	Free Hanging (Optional: Stabilizer Platform)

PowerPack™

Output Voltage	3.6 VDC
Power Source	3.6 VDC lithium thionyl chloride cells
Lithium Metal Content	0.872 oz [24.8 grams]
Total Capacity	95 Ah @ 25 mA @ 25 °C
Environmental	IP68
Temperature Range	14 °F to 149 °F [-10 °C to 65 °C]
Humidity Range	0% to 100% RH
Dimensions (not including pigtail)	5.2 in x 4.1 in x 1.6 in [13.3 cm x 10.5 cm x 4.0 cm]
Weight	1.8 lb [0.82 kg]
Connector	3-pin female pigtail
Shelf Life (from date of manufacture)	8 years @ 25 °C

E-Series Antenna

E-Square (Street Reflector)

Dimensions	4.0 in x 3.5 in x 0.65 in [10.2 cm x 9.0 cm x 1.6 cm]
Construction	Embedded in street reflector
Weight	4.2 oz [0.12 kg]
Environmental	Traffic compatible, weatherproof
Connector	SMA male, 17 in [43 cm] pigtail

E-Dot (Low Profile)

Dimensions	Circular 1.5 in [3.8 cm] diameter x 0.4 in [1.0 cm] height
Construction	Polyurethane and brass cup
Weight	2.1 oz [0.06 kg]
Environmental	Traffic compatible, weatherproof
Connector	SMA male, 17 in [43 cm] pigtail

Component Specifications, continued

Mounting

Standard Brackets for Manhole Mounting (Side Mount optional)

Material	Aluminum 5052-H32
Weight	1 lb [0.45 kg]
Finish	Dark gray hard anodized
Bracket thickness	0.125 in thick [0.318 mm thick]
Mounting Hardware	316 SS ¼-20 hardware

NEMA Enclosure (optional)

Rating	NEMA Type 3R, 4, 4X, 12 and 13
Dimensions	12 in x 10 in x 6 in [305 mm x 254 mm x 152 mm]

Technical Specifications

Certifications - RF

US/FCC Regulations:	47 CFR Part 15, Subpart B
Canada:	ICES-003 Issue 6, 2016
US/FCC Regulations:	47 CFR Part 25, FCC ID: Q639603N (radio)
US/FCC Regulations:	47 CFR Part 15B, FCC ID: Q639603N (radio)
Canada:	Certified under RSS-170 of the Canadian Radio standards as IC: 4629A 9603N (radio)

Standard System and Event Timings

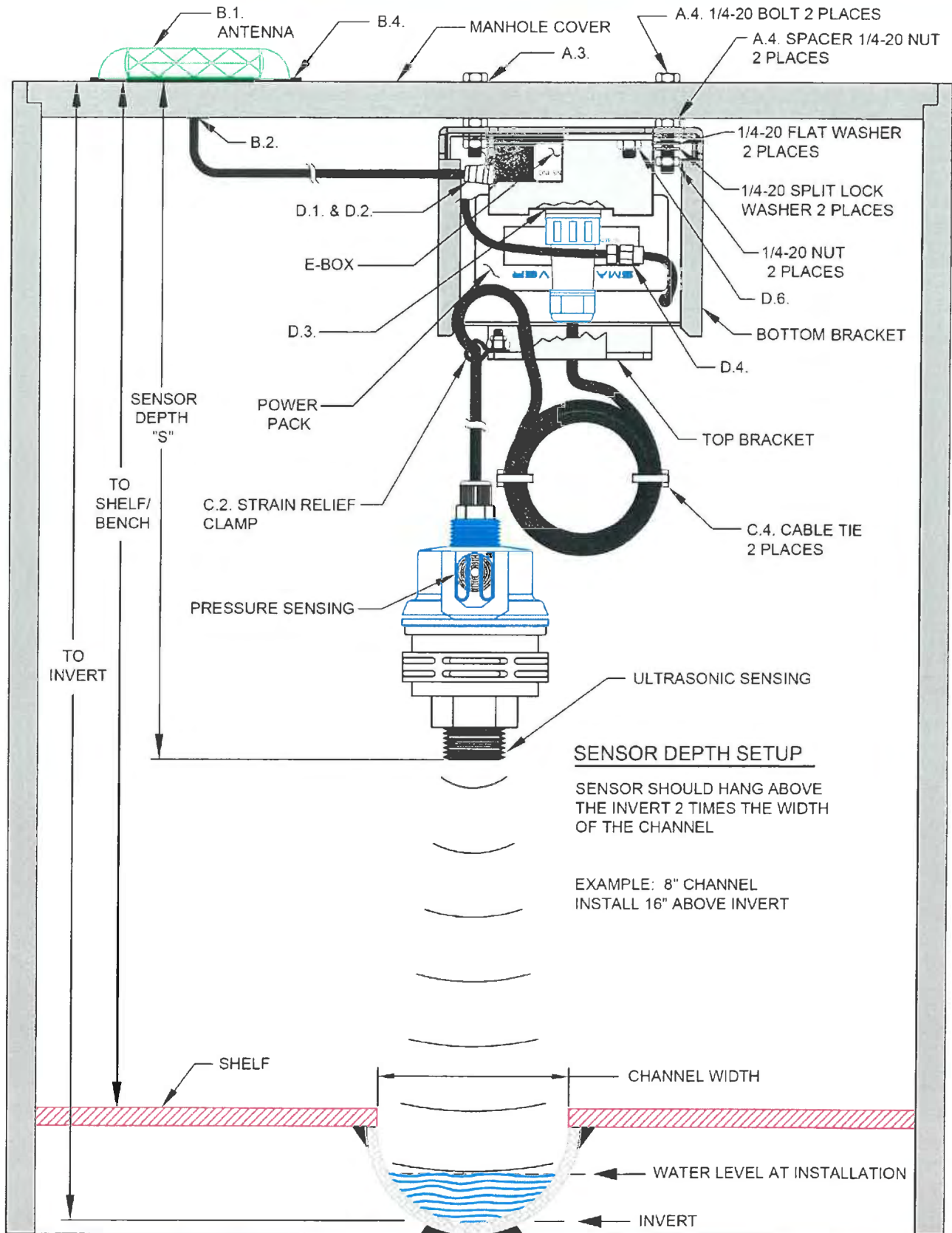
Standard System Timing:

Level Measurement Interval	5 min
Level Data Recording Interval	10 min
Data Transmission Reporting Interval	1 hr
Status Reporting Interval	14 hr

Optional System Timing*

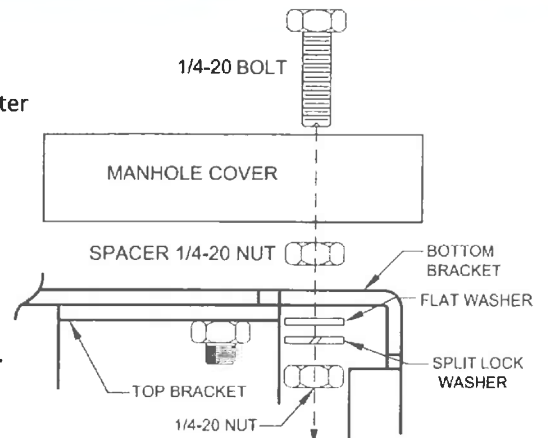
Level Measurement Interval	1 min, 5 min, 15 min, 24 min
Level Data Recording Interval	1x or 2x Measurement Interval
Data Transmission Reporting Interval	5 min to 48 hr Depending on Record Timing
Status Reporting Interval	4 hr to 48 hr

*Non-standard timing will affect PowerPack™ lifetime



A. Mounting the Bottom Bracket

1. Select the optimal mounting location on the bottom side of the manhole cover.
2. If the bracket doesn't fit flat to the cover, you may need to use the bracket adapter to drill horizontally through the vane.
3. Use the bottom bracket as a template to drill two holes with the supplied 1/4" drill bit.
4. Mount the bottom bracket to the cover using the supplied bolt assemblies. Be sure to use the spacer nut between the cover and the bracket.



See A.4.

B. Mounting the Antenna

1. Find the flattest location on the topside of the manhole cover to mount antenna. Make sure the cable can reach the bottom bracket once installed.
2. Drill a hole through the manhole cover with the supplied 3/8" drill bit.
3. Use a drill with a wire wheel brush and alcohol to clean the mounting surface.
4. Guide the antenna cable through the hole and adhere the antenna to the cover with a generous amount of the supplied adhesive. Antenna will set in ~20 minutes and fully cure in 24 hours.

C. Attaching the Sensor to the Top Bracket

1. Determine the overall desired sensor depth "S" from top of the manhole cover to the end of the sensor.
2. Stretch the sensor cable out and attach it to the clamp on the top bracket.
3. Once attached, adjust the cable to equal the total depth determined in C.1., then tighten clamp.
4. Tie up excess cable with zip ties and avoid putting loops near edge of manhole cover.



See D.2.

D. Assembly

1. Connect the antenna to the E-Box. Do not over torque.
2. Seal antenna connection with a strip of coax tape.
3. Apply dielectric grease to the sensor connector then connect to the E-Box.
4. Apply dielectric grease to the E-Box power connector then connect to PowerPack.
5. Place the PowerPack and the E-Box into the bottom bracket.
6. Secure the top bracket to the bottom bracket using two Nyloc nuts.
7. Take a final measurement of the sensor depth and make any necessary adjustments.



See D.3.

E. Sensor Alignment

1. Flip manhole cover over and center the sensor over the channel.
2. Close the manhole cover completely.
3. The manhole cover may need to be rotated in order to find the correct alignment position.
4. Call Customer Service to confirm correct sensor alignment position.
5. Once it's in the correct position, mark the orientation of the lid to the outer rim with marks and/or paint.



See D.4.

Once installation is complete, please contact SmartCover customer service to provide installation information.

This is **MANDATORY** for system activation.

Customer Service: 760-291-1980 Fax: 760-291-1982

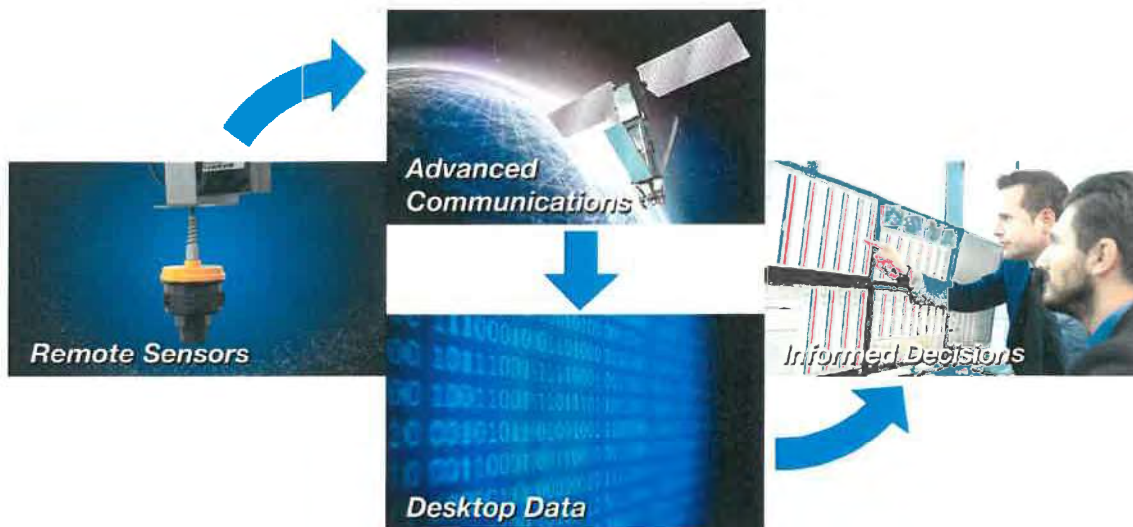
Hours: M-F, 6:00 am – 5:00 pm PT

customerservice@smartcoversystems.com

Installation videos available on website.

Enabling Better Management Decisions for Smart Infrastructure

SmartCover® Systems™ provides leading Smart Infrastructure solutions enabling users to gain visibility into their water infrastructure. As part of the Internet of Things (IoT), remote sensors deliver real-time data via the high-reliability Iridium® Satellite system to secure servers where users have 24/7 access to data via any web browser device. This information provides essential management insights that enable informed and incisive decisions.



Smart Infrastructure Means Superior Asset Management

With aging infrastructure and continuously escalating costs for repair or placement, cities will benefit from being better able to target the right assets at the right time. Remote data acquisition creates a profile of the assets' performance, capacity and condition, giving cities complete visibility.



System-Wide Intelligence Means Large Capital Savings

With this information, asset planning and management decisions are better able to target application of capital. This may either reduce or delay capital expense with potential for savings measured in tens or even hundreds of millions of dollars.

SmartCover® Systems™ provides solutions for:

- Wastewater Collection Systems → Detect Sources of I&I
Measure and reduce CSOs
Reduce collection system cleanout frequency
Guard against and prevent sewer spills
- Storm Water Systems → Assess flows
- Environmental Water → Measure reservoir, canal or tide levels
- Potable Water → Measure water quality

SmartCover® Systems™ Range of Solutions

SmartCover® Systems™ offers a range of monitoring and data solutions that provides true visibility of remote sites. Users gain valuable insight into their system's behavior enabling better operational and capital decisions.

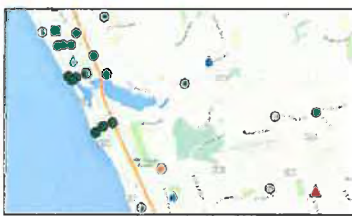
SmartCover® Monitors are self-contained, turn-key solutions with a control, sensor, battery pack, antenna and housing. They are specifically designed for ongoing operations in harsh environments such as wastewater.

The combination of two-year-plus battery packs and the exceptionally reliable Iridium Satellite System assures continuous operation and connectivity when most needed during the worst weather conditions.

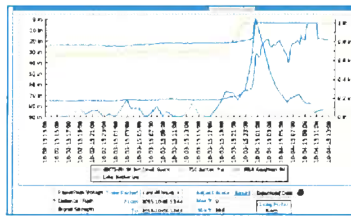


Data Streams and Integration

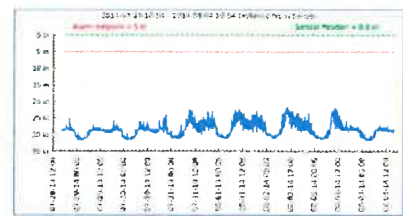
Users have 24/7 access to a variety of data types through the cloud including; level, flow, rain and tides. These can be viewed in a single graph yielding a comprehensive profile of asset performance including collection systems, storm water systems, combined sewer systems, canal systems, rain fields and much more. Moreover, the trend change analysis tool, SmartTrend™, enables predictive trend change detection transforming operations and maintenance tasks from reactive to a pro-active response.



System-Wide Map



Integrated Data Viewing



Trend Change

System	Measures	Applications	Systems & Structures
SmartCover®	Level	CIP prioritization I&I, CSO monitoring Data-driven Maintenance SSO and CSO monitoring	Collection System Lift Stations Storm Water Systems Canal Systems Reservoirs Water Tanks
SmartFLOE™	Flow estimation	CIP Prioritization I&I CSO monitoring	Collection system Storm Water Systems Canal Systems
SmartRain™	Rain rate and volume	CIP Prioritization I&I CSO Monitoring	Collection System Storm Water Systems Canal Systems
SmartTide™	Tidal data	CIP Prioritization I&I	Collection System Storm Water Systems Canal Systems
SmartTrend®	Change of level or flow	I&I Data-Driven Maintenance CSO patterns	Collection System Storm Water Systems Canal Systems

Contact SmartCover® Systems™ today and learn how Smart Infrastructure can provide better planning and management of your assets along with corresponding capital and operational savings.



SmartCover Prevents Sewer Spills with Full Dynamic Range of Manholes

Overview:

The SubSonic™ Dual Sensor is the standard sensor for the SmartCover® suite of wastewater monitoring solutions. The dual sensor extends visibility throughout the entire manhole from the bottom of the channel to the cover. Not only does the dual sensor provide customers with full dynamic range of manholes, it combines the accuracy of an ultrasonic sensor with the wide range of a pressure sensor.

The SubSonic embeds a pressure sensor into the housing of an ultrasonic sensor allowing measurement of valuable water level data beyond the point when the ultrasonic sensor becomes submerged. Monitor costly inflow and infiltration (I&I) during water surges, such as heavy rainfall events when groundwater and/or stormwater flows into a wastewater collection system, even when surcharges occur. The sealed submersion sensor is virtually maintenance-free, issues alarms when a manhole is reaching overflow levels, and allows wastewater operators to triage manholes to prevent sanitary sewer overflows (SSOs).



Features & Benefits:

- Sealed submersion level sensor is virtually maintenance free
- Level measurements when the ultrasonic sensor is submerged
- Full dynamic range of the manhole, from the bottom of channel to the cover
- Integrates with the Iridium® satellite network – making it impervious to power or cell outages during severe weather; advantageous for remote locations

Technical Specifications:

- Ultrasonic transducer operating range: 4-79"
- Ultrasonic transducer resolution: 1/10"
- Submersion level maximum depth 34.5' at sea level
- Submersion level sensing resolution: 1/2"
- Dead zone between sensors: Approximately 8-9"
- Submersion level sensor is a sealed pressure transducer

Price:

- Included with SmartCover unit price
- Upgrades are also available for currently installed units
- Pricing available upon request

Contact: sales@smartcoversystems.com

EXHIBIT B
Professional Services Agreement

SCOPE OF WORK

Hardware, software, dedicated website and active site management for existing SmartCover Systems units and additional units as-needed.

EXHIBIT C
Professional Services Agreement

SCHEDULE

Consultant will provide maintenance for existing units and the purchase, installation, and maintenance of additional units as-needed.

EXHIBIT D
Professional Services Agreement

COMPENSATION

METHOD AND AMOUNT OF COMPENSATION

Consultant will be compensated for equipment, labor, and support as outlined in the attached 4 Year Plan and Pricing Summary.

NOT-TO-EXCEED AMOUNT

The total amount of compensation paid to Consultant for full completion of all work required by the Project during the entire term of the Project must not exceed \$35,000.

DETAILED PROJECT COMPENSATION

Detailed compensation is outlined in the 4 Year Plan and Pricing Summary.



Budget Quote

4 Year Plan

Hadronex, Inc. DBA SmartCover Systems 2110 Enterprise Street Escondido, CA 92029 USA P: 760-291-1980 F: 760-291-1982	Due Date	Period Covered	Quote Number
	09/30/2024	10/01/2024-09/30/2028	00001866
	Remit PO to orders@smartcoversystems.com or return this quote signed with PO number. Scan of PO is preferred.		

Bill To:	Ship To:	Date	08/14/2024
City of Glendale AZ 7070 W. Northern Ave. Glendale, AZ 85303, USA	City of Glendale AZ Water Services 7070 W. Northern Ave. Glendale, AZ 85303, USA		

#	Product	Description	Qty	Mo	Rate	Total
1	Notes	Details regarding order. 1 New System and Services 4 years total	1		\$0.00	\$0.00
2	SC-Q-SB-15	Complete System - Dual Sensor (Ultra-Sonic & Pressure) Standard Range 15' DSM. Includes E-Box, PowerPack, Bracket, E-Square Antenna, & Installation Kit. Must be ordered by 9/15/2024	1		\$4,744.00	\$4,744.00
3	CP-0	Comprehensive Package - Includes ASM, Parts & Power Warranty Period Covered for on going renewal services: Aug 2024-Aug 2028 Includes ASM for 4 years, Power warranty for 2 year (1st 2 years of power warranty is free of charge) and Parts warranty for 3 years (1st year of Parts warranty is free of charge).	1	48	\$3,566.00	\$3,566.00
4	Discount - ASM Service	ASM Service Discount Discount for on going services for the 2025-2028 years on the newest unit. Original total \$3,566.00. 5% discount.	1		(\$178.30)	(\$178.30)
5	Notes	Details regarding order. RENEWAL SERVICES BELOW FOR 4 UNITS.	1		\$0.00	\$0.00
6	CP-0	Comprehensive Package - Includes ASM, Parts & Power Warranty 10/1/2024-9/30/2028 48 months. FLOW UNITS 9452 Casino 9092 Glendale/95 9453 MH# 0131664	3	48	\$5,572.00	\$16,716.00



Budget Quote

4 Year Plan

7	CP-0	<p>Comprehensive Package - Includes ASM, Parts & Power Warranty</p> <p>10/1/2024-9/30/2028 -48</p> <p>12515 Luke AFB</p> <p>**Rate includes the power warranty covered till Sep 2025 per initial purchase.</p>	1	48	\$4,276.00	\$4,276.00
8	Discount - ASM Service	<p>ASM Service Discount</p> <p>Renewal Service's on 4 units - \$20,992.00. 5 % discount.</p>	1		(\$1,049.60)	(\$1,049.60)
9	Notes	<p>Details regarding order.</p> <p>New unit installation contracted separately. Contact JCH for the cost.</p>	1		\$0.00	\$0.00



Budget Quote

4 Year Plan

Terms and Conditions for this transaction:

1. Payment: Net 30 days
2. All pricing subject to change.
3. All hardware, rentals, software subscriptions and renewals may be subject to tax.
4. Taxes were calculated at the time of quote creation and may change at the time of invoice.
5. Customer is responsible for paying the appropriate taxes due at time of invoice.
6. SmartCover is not responsible for the loss of wireless communication or internet communications or any communications used in the operation of this system.

SmartCover is an advisory service only. As such, SmartCover is not responsible for any damage of any kind or from any cause whatsoever that may result from, in relation to, in connection with, due to, or as a result of the installation or operation of the system, including without limitation, equipment failure, or any consequential damages caused by, or resulting from, the use or installation of the SmartCover system.

Signature for Approval _____

P.O. No.

We appreciate your business!

Subtotal	\$28,074.10
Tax	\$2,386.30
Total	\$30,460.40

Category	Part Number	Description	Unit of measure	Current Price
SmartRain	ASM-RD-1Y	Includes rain data service for one site (1 sq.km.)	each (ea)	\$ 116.00
Antenna - Dot - Round	ANT-ED	Includes antenna- E-Dot, traffic rated, 1.5" diameter, 1/2" (avg.) thick. For use in areas using snow plows.	each (ea)	\$ 302.00
Antenna - Square - Green	ANT-EQ	Includes antenna- E-Square. Traffic rated, green reflector. Dimensions: 4" x 3.5" x 5/8" (W x L x H).	each (ea)	\$ 302.00
Universal Bracket Kit	BK-602	Includes BT-602 (top), BB-602(bottom), BA-602 (adaptor), BHK-1 Hardware Kit.	each (ea)	\$ 170.00
Complete System - Smartlevel System	SC-Q-SB-25	Includes E-Box, PowerPack, 15 foot SubSonic DSM, Bracket, E-Square antenna, installation kit.	each (ea)	\$ 4,899.00
Complete System - H2S Units	SC-Q-HS1000-15	Includes E-Box, PowerPack, H2S Sensor 0 -1000 PPM, 15' Sensor Cable, bracket kit, E-Square antenna, installation kit.	each (ea)	\$ 4,912.00
Complete System - Long Range Level	SC-Q-L-25	Includes E-Box, PowerPack, 25' Long Range DSM , bracket kit, E-Square antenna, installation kit.	each (ea)	\$ 5,402.00
SmartFlo	ASM-SF1	Includes website access, satellite connectivity, data charting, data storage, SmartTrend, updates, phone/online tech support.	each (ea)	\$ 704.00
Adhesive	AA-050	Includes acrylic adhesive, two part for antenna mounting, 50 ml cartridge with dispensing tip (1 of each).	each (ea)	\$ 32.00
DSM - Subsonic Standard Range	DSM-SB-25	Includes SubSonic Systems - Dual Sensor - Ultra-Sonic & Pressure, 25 foot cable.	each (ea)	\$ 1,377.00
H2S Sensor	HS-1000	Includes Hydrogen Sulfide Sensor	each (ea)	\$ 827.00
H2S Cable	HSSC-15	Includes Hydrogen Sulfide Sensor Cable - 15 Foot.	each (ea)	\$ 240.00