



Management Forum

Tuesday, April 23, 2019; 8:30 – 10:00 | ABS B1

AGENDA

8:30 – 8:32	Safety Moment	Boyd
8:32 – 8:35	L.E.A.D. Moment	
8:35 – 8:45	Board Review	Jacobs
8:45 – 8:55	Class & Comp Update	Robinson/Sant
8:55 – 9:00	Open Forum	
9:00 – 9:05	ABCDs (Action Items/By Whom & When/Communication to Share/Decisions)	
9:05	Adjournment	

Future Agenda Items

Topic	Presenter	Note
May 21 – Utility Modernization	Tellez	60 min. 8:00 Meeting Start Time on 5/21
May 21 - LEAD	Director	
June 11 - Administrative Privileges	Landrith	
June 25 - LEAD	Rail	
July 23- LEAD	Power	
TQ	Vaarvik	TBD
TIMS Update	Sant/Holmquist	TBD

ABCDs

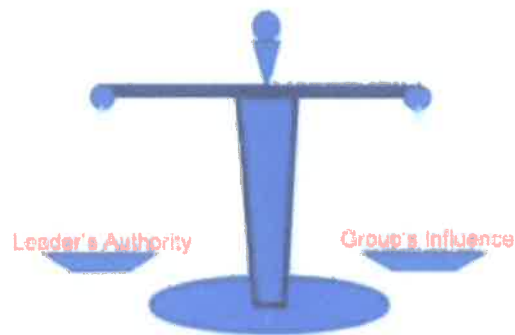
Action Items	By Whom/When	Note

Communicate	By Whom/When	Note

Decisions	By Whom/When	Note

DECISION MAKING OPTIONS FOR PARTICIPATORY LEADING

Results if scale is tipped
this way:



Results If scale is tipped
this way:

LEADER DECIDES		GROUP DECIDES	
Decide and Tell	Collaborative	Group Decision	Delegation
STYLE #1	STYLE #2	STYLE #4	STYLE #6
Decide then communicate and explain your decision	Make a tentative/ partial decision, solicit opinions from the group, then decide.	Vote Leader has one vote and gives up veto power	Delegate the decision Be clear about parameters of freedom
	STYLE #3	STYLE #5	
	Solicit ideas and recommendations from the group, then decide.	Consensus Each person has a chance to influence the decision and has agreed to support the final decision	

2019 Study Session and Evening Meeting Presentation Schedule

Study Sessions

Date	Topic	Presenter	Time Limit
May 8	Safety Update	Lawrence	30 min
	JBLM Cost Allocation Study	Erben/Leinneweber	30 min
	Energy Imbalance Market	Norris	60 min
May 14	Joint Study Session <ul style="list-style-type: none"> • Shore Power/environmental issues?? • Water IRP?? • Class & Comp?? 		
May 22	Director Goals Review w/Board ??		
	Tacoma Water: Seismic Plans (evening?)	McMeen	
	Real Property: Tacoma Power Frederickson Industrial Site (regular & exec session)	Harrison/Morrill	40 min
	BILL SLATON (LRI)		
June 12 Chrissy Out	AMI Program Update	Pedefferri	
June 18	Joint Council/Board Study Session <ul style="list-style-type: none"> • Water wholesale rates(?) 		
June 26 Karen out evening only	Director Goals Review w/Board		
July 10, 2019	AMI Program Update	Pedefferri	
July 24	Low Income Program Update	Artis	
	Quarterly Energy Risk Mgt Update	Hall	
August 14	AMI Program Update	Pedefferri	
August 20	Joint Council/Board Study Session		
August 28	Director Goals Review w/Board		
Sept 11	AMI Program Update	Pedefferri	
Sept 25	CANCELLED		
October 9	Quarterly Energy Risk Mgt Update	Hall	
	Safety Program Update	Lawrence/Boyd	
	AMI Program Update	Pedefferri	
October 22	Joint Council/Board Study Session		

October 23	Low Income Program Update Director Goals Review w/Board		
Nov 13	Director Goals Review w/Board AMI Program Update	Pedefferri	
Dec 11	Director Goals Review w/Board AMI Program Update	Pedefferri	
December 17	Joint Council/Board Study Session		
TBD	Annual EEO Report		
	Asset Management Program Update		
	Demand Response Pilot Follow-Up	Norris	
	Emergency Response (Joint Session?)		
	Mountain Division	King/Matheson	
	PMO Concept and Program		
	Power Market Trends	Robinson	
	Total Quality Annual Report		
	TPU Equity Initiative		
	Legislative Wrap Up	Mather	

Evening Meeting Presentation Schedule

4/24	Low Income Assistance Program Update	Artis
4/24	Grid Mod	Negash
5/8	Environmental Action Plan Update	Tucci
5/8	Advanced Meter Update – Utility Modernization Strategy & Roadmap	Pedefferri, Tellez, Braeger
6/12	Advanced Meter Update – Remote Connect and Disconnect	JD Smith
7/10	Advanced Meter Update – Advanced Analytics	Braeger, Petrie, Vanderblock
8/14	Advanced Meter Update – Customer Payment Options	Artis
8/28	Advanced Meter Update – Demand Response	Bicker
9/11	Advanced Meter Update – Distribution Automation	Pigman
9/11 (9/25 cancelled)	Advanced Meter Update – Enhanced Outage Management	Harley Johnson
10/9	Advanced Meter Update – Smart Water	Hubbard
10/23	Advanced Meter Update – Customer Health, Safety, and Privacy	Rebekah Anderson
11/13	Advanced Meter Update – Commercial and Industrial Customers	Drennan
12/11	Advanced Meter Update – Distributed Generation and Renewables Integration	Lloyd

2019 Study Sessions

January 9	Employee Survey Update	Drennan	30
	AMI Business Case	Pedefferri	90 min
	Executive Session (Pending/Potential Litigation)		
January 23	Energy Risk Mgt overview & policy changes	Hall	65
	AMI communication & outreach plan	Anderson/Gallagher	
	AMI program update	Pedefferri	
February 13	Shore power & VW funding application	LeHouillier/Stewart	
	AMI Program Update/Data Privacy	Pedefferri	30 min
	Wholesale market trends/EIM	Norris	
	Board Workshop Follow-Up	Flowers	
February 19	Joint Council/Board Study Session • Click! (Executive Session)		
February 27 Bryan out for study session only	Water Wholesale Pricing and Policy Initiative	Senescall	45 min
	AMI Rate Impact Analysis	Collins/Erben/Brown	
	Changes to accessory dwelling unit regulations		
March 5	Joint Study Session		
March 13	Undergrounding		
	Board strategic directives/Workshop followup		
March 18	Special Board Meeting		
March 27 Karen Out	Board strategic directive: Equity and inclusion		
	Hydro Power Natural Resources Update	Underwood	45
	Website Upgrade	Anderson	30
April 10	CANCELLED		
April 24	PUB Strategic Directive Work		60 min
	Energy Risk Management	Hall/Lloyd	30 min
	Cowlitz River Restoration Program	Underwood	45 min



**City of Tacoma
Public Utility Board
Study Session**

**April 24, 2019
3:00 p.m.
Tacoma Public Utilities
3628 South 35th Street
Third Floor Conference Room**

The Public Utility Board will hold a study session with staff to discuss the following:

Approximate Time	Topic	Presenter(s)
3:00 – 4:00	Board Workshop Follow-Up: Development of Equity and Inclusion Strategic Directive	
4:10 – 4:55	Tacoma Power: Cowlitz River Restoration Program	Keith Underwood, Natural Resources Manager
5:05 – 5:35	Tacoma Power: Energy Risk Management Update	Ying Hall, Energy Risk Manager; Todd Lloyd, Assistant Power Section Manager

Other topics may properly be brought before the Board.

Charleen Jacobs
Executive Assistant
253-502-8201



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City of Tacoma
Public Utility Board Meeting
April 24, 2019; 6:30 p.m.
Tacoma Public Utilities – Ground Floor Auditorium
3628 S 35th Street, Tacoma WA 98409

Call to Order

Roll Call

- A. Approve Minutes of Previous Meetings**
- B. Comments by the Public**
- C. Consent Agenda**
- D. Regular Agenda**

Departmental

D-1 Resolution U-11078 – Award contracts and approve purchases:

1. Award three-year contract to Altec Industries, Inc., for the purchase of various new utility truck body devices planned for replacement in 2019/2020 (Includes option to for a one-year extension. \$3,826,506.22, plus applicable taxes);
2. Award contract to Sherman & Reilly, Inc., for the purchase of a trailer-mounted puller/tensioner (\$244,149, plus applicable taxes);
3. Award contract J.J. Kane Auctioneers for auctioning services for surplus vehicles and equipment on an as-needed basis (Undetermined amount deducted directly from the sale proceeds; includes option to extend for three additional one-year renewal periods);
4. Award four-year contract to James G. Murphy Co., Inc., for auctioning services for surplus vehicles and equipment on an as-needed basis (Undetermined amount deducted directly from the sale proceeds);
5. Award contract to William E. Munson Company for the purchase of a debris fish barge (\$353,085, plus applicable taxes);
6. Award contract to Exergy Corporation for consulting services to advance analytics capability to make better decisions and deliver value to customers (\$244,521, plus applicable taxes);
7. Award contract to Pape & Sons Construction, Inc. for the replacement of water mains, street restoration, and ADA ramp restoration in the vicinity of North 19th Street and North Anderson Street (\$331,932, plus applicable taxes).
8. Increase and extend citywide contract with Stronghold Armored, Inc., for armored car services (\$300,000; cumulative total \$500,000, plus applicable taxes).

- D-2 Resolution U-11079 – Approve Declaration of Surplus Utility Specific Equipment for nine vehicles no longer needed for TPU's current or future needs and authorize the sale of said equipment to the highest responsive bidder.**

- D-3 Resolution U-11080 - Award three-year contract to Omnetric Corp., to implement the Meter Data Management System of the Advanced Meter Project in the amount of \$1,512,648.
- D-4 Resolution U-11081 - Award contract to Sensus USA, Inc., for Advanced Meter Project implementation services in the amount of \$1,950,900.

Tacoma Power

- D-5 Resolution U-11082 – Authorize execution of retention incentive and severance agreements between the City of Tacoma and Click! non-represented employees.

H. Reports of the Director

- Low Income Assistance Program Update



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DRAFT

MINUTES
City of Tacoma
Public Utility Board Study Session
March 27, 2019
3:00 p.m.

Mr. Jones called the Public Utility Board study session to order at 3:04 p.m. at the Public Utilities Administration Building.

Present: Woodrow E. Jones, Jr., Christine Cooley (arrived 3:24), Mark Patterson, Bryan Flint

Excused: Karen Larkin

Board Workshop Follow-Up: Development of Equity and inclusion Strategic Directive

At the January Board workshop, there was agreement on developing strategic directives, one of which is on Equity and Inclusion (E/I). The Board conducted a brainstorming session on the content of an E/I policy. Discussed was the formation of a vision, value statement, defining equity, and what performance measures would be put in place to measure success. Board Member Cooley volunteered to draft a working version of the Board's E/I strategic directive and bring it to the next study session for further discussion.

Tacoma Power: Hydro Power Natural Resources Update

Keith Underwood, Natural Resources Manager, began by providing an overview of the Power Natural Resources mission, which is to mitigate and enhance the environment, create recreational opportunities, manage our lands, and manage our waste in cooperation with our regulators and stakeholders due to impacts from our facilities and operations. Mr. Underwood then summarized Natural Resources' responsibilities as they relate to Federal Energy Regulatory Commission (FERC) license management and environmental compliance. Costs for operations, maintenance, full-time employees, and stated-contracted employees were then reviewed. Mr. Underwood then detailed the following for the Cushman Hydroelectric Project: fisheries programs; FERC license fish passage requirement; FERC fish production requirements; fish hatcheries; fish trap and haul; hatchery production (sockeye, coho, steelhead) juvenile fish collection, adult fish collection, and capital costs). The following were then detailed for the Cowlitz Hydroelectric Project: FERC license fish mandate; hatchery production; hatchery

improvements; juvenile fish collection; angling successes; and restoration/recovery program.

TPU Website Upgrade Update

Rebekah Anderson, Communication and Media Services Manager, reviewed the summary of research findings on the current TPU website and the plan for upgrades. Stakeholder involvement, in the form of a cross-functional project team made up of a steering committee, advisory committee, and subject matter experts, was then described. The communication plan for both external and internal channels, for the new website launch was then shared. The new website is expected to launch on April 10. Board Member Cooley requested staff to see if there is an international symbol for 'translate' in case anyone is unable to access the new translation capabilities because they're unable to read the word in English. Board Member Patterson asked staff to make sure pictures on the website were representative of the community TPU serves.

Adjournment

The study session was adjourned 5:42 p.m. until the next regularly scheduled study session on Wednesday, April 24, 2019 at 3:00 p.m.

Approved:

Approved:

Woodrow E. Jones, Jr., Chair

Bryan Flint, Secretary



DRAFT

MINUTES
City of Tacoma
Public Utility Board Meeting
March 27, 2019
6:30 p.m.

Chair Jones called the Public Utility Board meeting to order at 6:30 p.m. in the auditorium at Tacoma Public Utilities.

Present: Woodrow E. Jones, Jr., Mark Patterson, Christine Cooley, Bryan Flint,
Excused: Karen Larkin

The meeting was quorate.

Minutes of the Previous Meetings

Mr. Flint moved that the minutes of the previous meetings be adopted; seconded by Mr. Patterson. Voice vote was taken and carried. The minutes were declared adopted.

Recognitions

The Board recognized local Cub Scout troops who are working towards achieving the Arrow of Light, the highest award in Cub Scouting.

Public comment

There were no comments by the public.

Consent Agenda

There were no items on the consent agenda.

Regular Agenda

- D-1 Resolution U-11071 – Award contracts and approve purchases:
1. Award three-year contract to Northwest Marine Technology, Inc., for coded wire tags, injectors, detectors, and associated hardware (\$1,256,329, plus applicable taxes);
 2. Increase and extend contract with Integra Telecom for local dial tone and long distance services (\$27,000; cumulative total \$227,000, plus applicable taxes);
 3. Award contract to R.T.I. Fabrication, Inc., for the Swan Creek Pipeline No. 4 support bridge procurement (\$406,085, plus applicable taxes).

Mr. Flint moved to adopt the resolution; seconded by Mr. Patterson.

In response to a Board inquiry on item number three regarding the location of the property in relation to Metro Parks land, Michel Peloquin, Professional Engineer, answered that Tacoma Water's pipeline is in the right-of-way and doesn't cross the Metro Parks property. In response to another Board inquiry regarding any environmental issues on the property that may exist, Mr. Peloquin answered that the stream passes through two large diameter culverts, but those culverts are not friendly to fish passage. Tacoma Water is restoring habitat so fish can get through the creek better than they can now.

In response to a Board inquiry on item number one about the project's effects on fish passage efforts, Matt Peter, Biologist, stated that the project will help with the assessment of the fish population.

In response to a Board inquiry about the number of fish tags for item number one, Mr. Peter stated that this is for the purchase of approximately \$10.5M tags and the associated hardware for all of the hydroelectric projects.

Voice vote was taken and carried. The resolution was declared adopted.

D-2 Resolution U-11072 – Authorize execution of a collective bargaining agreement negotiated between the City of Tacoma and the International Brotherhood of Electrical Workers, Local 483, Click! Unit.

Mr. Flint moved to adopt the resolution; seconded by Mr. Patterson

Cheryl Bidleman, Assistant HR Director, summarized the resolution. The agreement covers approximately 35 budgeted, full-time equivalent positions within TPU. The agreement is anticipated to be considered by the City Council on April 9, 2019. The agreement is for one year and provides for a wage increase of three percent. In addition, an employee who is in a frozen wage rate will receive a one-time lump-sum payment of \$1,500 upon ratification of the agreement.

Board Member Flint stated that the Board and Council voted recently to take the next step in the future of Click!. Positive remarks about the dedication of Click! employees were made. Ms. Bidleman added that approximately 40-50 Click! employees have been placed in other jobs in the City.

Voice vote was taken and carried. The resolution was approved.

D-3 Resolution U-11073 – Authorize execution of a letter of agreement regarding Click! retention incentive negotiated between the City of Tacoma, the International Brotherhood of Electrical Workers, Local 483, Click! Unit, and the Washington State Council of County and City Employees, Local 120.

Mr. Flint moved to adopt the resolution; seconded by Mr. Patterson.

Cheryl Bidleman, Assistant HR Director, summarized the resolution. The letter of agreement describes the parameters of a retention incentive program for represented, eligible Click! employees whose employment is considered essential for the continued

operations of Click!. The agreement provides for the specific definition and designation of essential employees, and upon completion of their time deemed as 'essential' by the Director of Utilities, or until Click! ceases operations as a City-owned entity, the employees would be eligible for a one-time, lump sum payment of \$15,000 in compensation for their successful contribution to the transition of Click! operations. An employee is not eligible for this incentive during any period if the employee is designated as 'non-essential'. In addition, throughout the time period an employee is deemed 'essential' under the terms of the agreement, the employees shall receive one floating holiday every two months during the time they are employed with Click!. The first holiday will be awarded April 1, 2019 with subsequent days awarded each two months thereafter. This item is scheduled for Council consideration on April 9, 2019.

Board Members thanked HR and the unions for their work on these agreements.

Voice vote was taken and carried. The resolution was declared adopted.

D-4 Resolution U-11074 – Authorize execution of a letter of agreement regarding Click! employee severance negotiated between the City of Tacoma, the international Brotherhood of Electrical Workers, Local 483, Click! Unit, and the Washington State Council of County and City Employees, Local 120.

Mr. Flint moved to adopt the resolution; seconded by Mr. Patterson.

Cheryl Bidleman, Assistant HR Director, the letter of agreement describes the parameters of severance payments for represented Click! employees who lose their employment with the City of Tacoma through the layoff process. Eligible employees who are subject to layoff will be entitled to a lump-sum severance payment equal to 80 hours at the employee's base salary rate for each full year of employment up to a maximum of 480 hours. In addition, the employee would be eligible for the equivalent of four months of medical insurance premiums for COBRA coverage, including dental and vision, in a lump-sum payment. This item is scheduled for Council consideration on April 9, 2019.

Director Flowers added that these three agreements are for the represented staff and agreements for non-represented staff will be brought forward at the next meeting.

Voice vote was taken and carried. The resolution was declared adopted.

A staff presentation of information on Utility Digital Transformation and the Advanced Meter Project was then given.

Joe Tellez, Chief Technology Officer, began by describing how digital business is the new normal. Digital transformation is about leveraging modern technology to provide equitable access for all TPU customers; drive Tacoma's economy and develop TPU's workforce; protect and steward the environment; and improve TPU's resilience and reliability. TPU's drivers for digital transformation include an ever-increasing set of customer expectations, advanced meters, and an evolving workforce. Over 75M homes nationwide have been upgraded to advanced meters. Andre Peddeferri, Advanced Meter Project manager, then reviewed the three contracts that are scheduled for Board consideration: Sensus, Omnetric, and Utegration. Sensus meters are the safest in the industry and have hot socket/over-voltage protection. Advanced meters do not transmit

personal information like addresses, account numbers, names, or payment details. The program schedule was then reviewed with meter deployment in 2021. Like many capital improvements, the project requires investment up front, and the benefits are realized over the long term. TPU performed a rate impact analysis and determined that the cumulative rate adjustments for residential Power and Water customers in the City of Tacoma are estimated to result in a \$2.28 annual increase each year. TPU has calculated the financial outlook for advanced meters over the next 20 years and expect the benefits of advanced meters will likely offset the impacts. Advanced Meters benefit TPU customers by: improved outage/restoration times; water leak detection capabilities, remote turn-on/turn-off; advanced self-service capabilities; automated billing; monthly billing; prepayment options; selectable bill dates; near real-time usage information; alerts and notifications; billing and payment notifications; and conservation options. Rebekah Anderson, Community and Media Services Manager, then shared the communications and stakeholder outreach efforts associated with the Advanced Meter Project. Staff is continuously updating the web page and FAQs as details are developed. There is a public comment form and email update subscription on the web page as well as fact sheets for public meetings. Staff has planned ongoing outreach to the City Council and city managers and elected officials outside Tacoma. Ms. Anderson then summarized the planned communications, which includes media outreach and an email marketing program. Customers can find health and safety and data privacy information at www.mytpu.org/advancedmeters. Planned outreach includes neighborhood councils, Black Collective, neighborhood block groups, community organizations, various governments, Metro Parks, and the Joint Municipal Action Committee, which includes the Port of Tacoma and Tacoma Public Schools.

Board Member Flint expressed appreciation to the presenters. Looking at facts, there are minimal safety issues and the benefits outweigh risks for both safety and privacy. In response to a request to do so from Mr. Flint, Chris Robinson, Power Superintendent, provided an overview of the Advanced Meter Project business case. Mr. Robinson shared that the first business case was done in 2008 and there have been four more since then. Staff has studied this closely for a long time and things have changed dramatically. Technology has matured and become standardized and a lot of utilities have installed these meters and more than half of homes in America have Advanced Meters. Because of the technology, costs have come down quite a bit. Less than half of what they were in 2008. Another change is the types of products and services that utilities deliver have become standardized. Ten years ago, it was an option, now it is something we have to do to provide the services customers desire. There are differences in our benefits calculations. We've deferred meter replacement, especially on the water side. One benefit is an avoided cost to replace those meters. Labor costs have increased so a big portion of the savings is avoiding vehicle rolls to check meters. Carbon is a significant issue so this is carbon reducing. When doing analysis, you compare the costs to the savings. In this case, some benefits are difficult to monetize. Benefits aren't captured in the business case analysis monetarily.

Board Member Patterson expressed appreciation for the presentation and asked that staff have an actual advanced meter to show the public during outreach. Mr. Pedferri answered that has been discussed and is being planned. Mr. Patterson then asked for a description of the benefits of Advanced Meters on Tacoma Water. Water Superintendent, Scott Dewhirst, answered that customers can benefit by understanding the impact of their water use. They will see their usage date in a real-time basis to impart conservation measures. This will help Tacoma Water to understand how the

system works better and how to manage the system more appropriately. Seeing meter reads once every two months makes it hard to understand usage peaks and how water is used. Also, the assistance with leak detection is vital.

D-5 Resolution U-11075 – Award contract to Utegration, LLC for integrating the Advanced Meter system into the existing SAP system as part of the Advanced Meter project.

Mr. Flint moved to adopt the resolution; seconded by Mr. Patterson.

Mr. Flint emphasized the benefits of having real-time readings and stated that we wouldn't want to get information from the bank, children's schools, or cell phone companies every two months. Mr. Flint asked if the vendor will be looking at capabilities relative to distributed generation and integration of renewables on the user side of the system. Mr. Pedferri answered that under the current contract, that's not in the scope, but those topics are in the maturity model. The second wave will occur after the initial deployment concludes at the end of 2021. We can have the ability to accelerate this schedule if there is demand. This is being tested in the sandbox environment and the team has discussed pilot exercises for distributed generation.

Director Flowers added that functionality that will be delivered is different than functionality that will be enabled – it is not if, but when. We have a market development group who can do customer surveys and involve customers in prioritizing what to roll out next. There are new opportunities for advanced services.

Voice vote was taken and carried. The resolution was declared adopted.

D-6 Resolution U-11076 – Award contract to Sensus USA, Inc., for the acquisition of electrical meters, water meters and communication modules, and communication and network infrastructure devices needed to begin the implementation and integration phases of the Advanced Meter project.

Mr. Flint moved to adopt the resolution; seconded by Mr. Patterson.

Andre Pedferri, Advanced Meter Program Manager, summarized the resolution. The AMI Program consists of implementing an advanced metering infrastructure throughout the Tacoma Public Utilities' service area with advanced meters for both power and water services. Approving this contract allows TPU to bring on our system integrator to start integrating our existing SAP system to the head-end system and the new meter data management system. The existing power and water infrastructure is aging and inefficient. Advanced meters will replace an aging infrastructure and infuse technology that will fundamentally transform TPU's relationship with its customers, enabling them to become engaged water and power consumers. The Advanced Metering Infrastructure program forms the critical and essential technology foundation to enhance power and water services to all customers that over time will provide near real-time information necessary so customers can manage their usage, control their costs and help the environment. Power and water operational benefits will result in higher reliability and system efficiency. Tacoma Public Utilities can continue to replace power and water meters with electromechanical meters that require manual reading. Continuing down this course will leave TPU behind the technology curve being incorporated into other utility infrastructures. Implementing an Advanced Metering Infrastructure will bring Tacoma

Public Utilities to the forefront of meter technologies and enable TPU to take advantage of the efficiencies gained by moving away from electromechanical meters.

Mr. Flint made positive remarks about Legal's work on the contracts to limiting risk and maximizing flexibility.

Voice vote was taken and carried. The resolution was declared adopted.

D-7 Resolution U-11077 – Award contract to Omnetric Corp., to implement the Meter Data Management System of the Advanced Meter project.

Mr. Flint moved to adopt the resolution; seconded by Mr. Patterson.

Voice vote was taken and carried. The resolution was declared adopted.

F. Unfinished Business

F-1 Resolution U-11069 - Approve the 2018 Water System Plan, Watershed Management Plan with Watershed Rules, Integrated Resource Plan, Water Shortage Response Plan, and Conservation Plan and Goal.

Mr. Flint moved to adopt the resolution; seconded by Mr. Patterson.

Heather Pennington, Deputy Water Superintendent, summarized the resolution which approves: 1) 2018 watershed management plan with water shed rules; 2) 2018 integrated resource plan; 3) 2018 water shortage response plan; 4) water system plan; 5: conservation plan and goal. These plans were completed following applicable regulatory requirements, which included stakeholder and local land use authority review and public information meetings. Once approved by the Board and Council, the water system plan and watershed management plan will subsequently be approved by King County and the State of Washington Department of Health. Per WAC 246-290-100, a water system plan demonstrates a water system's ability to achieve compliance with local, state, and federal regulations and to plan for future needs consistent with local, state, and federal laws including land use plans. It serves as the principal guidance document for Tacoma Water, identifying policies and projects necessary to demonstrate compliance with regulations such as the growth management act and the safe drinking water act, and the municipal water law. Public water systems must update their water system plans at least every 10 years. In 2000, Tacoma Water prepared its water system plan which was approved by Resolution U-9699 and the Council by Resolution 35437. In 2006, Tacoma Water prepared an update to the plan which was approved by Board Resolution U-10235. In 2013, the Board approved an extension of the 2006 Water System Plan by Resolution U-10665. The 2018 Water System Plan is an update to these prior plans.

The Water System Plan provides planning guidance such as demand projections, water resources, and long-term capital improvement projects. The Integrated Resource Plan was developed to improve Water's ability to manage available water supplies, plan for new supplies as needed, and protect stream flow for fish in the Green River. The Water Storage Response Plan is an update developed with the objective to preserve essential public services while minimizing adverse effects on public health and safety, community and utility economic activity, environmental resources, and quality of life. The Conservation Plan guides our residential, multi-family, and commercial conservation

programming in support of the new 2018-2027 goal required in compliance with the municipal water law and the water use efficiency rule.

Board Member Flint thanked staff for their hard work on this resolution. Water's Integrated Resource Plan is new and engaged stakeholders in the development. Issues of climate change are imbedded into the plan. In response to an inquiry from Mr. Flint on the long-term strategy in dealing with drought and shortages by using Eagle Lake, Ms. Pennington described the environmental impacts. No species at Eagle Lake are listed under the endangered species act. Using that lake as a source allows Tacoma Water to keep Green River flows high, which benefits chinook salmon. In terms of the 2015 drought, it did temporarily reduce lake volume and it disconnected the lake from the shoreline and reptilian habitat and dewatered Eagle Creek until the lake refilled. Some mitigation done was to screen the pumps to protect fish from being trapped and gathered small fish that could be collected to protect them during that pumping period and any large woody debris was redistributed at the end of the project. The impacts were very short lived due to rains that refilled the lake.

Board Member Patterson made positive remarks about both Power and Water's Integrated Resource Plans being written in plain language as they are critical. Board Member Cooley request regular staff updates on the progress of the watershed management plan.

Voice vote was taken and carried. The resolution was declared adopted.

H. Reports of the Director

There were no reports of the Director.

I. Comments by the Board

Board Chair Jones announced that the April 10, 2019 Board study session and regular meetings are cancelled.

J. Adjournment

There being no further business or comments, the Public Utility Board was adjourned at 8:18 p.m. until Wednesday, April 24, 2019 for a study session beginning at 3:00 p.m. at Tacoma Public Utilities, followed by the regular meeting at 6:30 p.m. at Tacoma Public Utilities.

Approved:

Woodrow E. Jones, Jr. Chair

Bryan Flint, Secretary



RESOLUTION NO. U-11078

1
2 A RESOLUTION related to the purchase of materials, supplies, equipment
3 and the furnishing of services; authorizing the City officials to enter into
4 contracts and, where specified, waive competitive bidding requirements,
5 authorize sale of surplus property, or increase or extend existing
6 agreements.

7
8 WHEREAS the City of Tacoma, Department of Public Utilities, requested
9 bids/proposals for the purchase of certain materials, supplies, equipment and/or
10 the furnishing of certain services, or proposes to purchase off an agreement
11 previously competitively bid and entered into by another governmental entity, or
12 for the sales of surplus, or desires to increase and/or extend an existing
13 agreement, all as explained by the attached Exhibit "A," which by this reference
14 is incorporated herein, and

15
16 WHEREAS in response thereto, bids/proposals (or prices from another
17 governmental agreement) were received, all as evidenced by Exhibit "A," and

18
19 WHEREAS the Board of Contracts and Awards and/or the requesting
20 division have heretofore made their recommendations, which may include
21 waiver of the formal competitive bid process because it was not practicable to
22 follow said process, or because the purchase is from a single source, or there is
23 an emergency that requires such waiver, and/or waiver of minor deviations, and
24 in the case of sale of surplus, a declaration of surplus has been made certifying
25 that said items are no longer essential for continued effective utility service, as
26 explained in Exhibit "A," and



1 WHEREAS the Director requests authorization, pursuant to
2 TMC 1.06.269 A, to amend contract amounts up to \$200,000 and to approve
3 term extensions and renewals for all items contained in Exhibit "A;" Now,
4 therefore,

5 BE IT RESOLVED BY THE PUBLIC UTILITY BOARD OF THE CITY OF TACOMA:

6 That the Public Utility Board of the City of Tacoma hereby concurs and
7 approves the recommendations of the Board of Contracts and Awards and/or
8 the requesting division, and approves, as appropriate: (1) the purchase and/or
9 furnishing of those materials, supplies, equipment or services recommended for
10 acceptance; (2) the sale of surplus materials, supplies or equipment
11 recommended for acceptance; (3) the Interlocal agreement that authorizes
12 purchase off another governmental entity's contract; (4) the increase and/or
13 extension of an existing agreement, and said matters may include waiver of the
14 formal competitive bid process and/or waiver of minor deviations, all as set forth
15 on Exhibit "A," and authorizes the execution, delivery and implementation of
16 appropriate notices, contracts and documents by the proper officers of the City
17 for said transactions, and (5) the administrative authority of the Director, per
18 TMC 1.06.269 A., to amend contract amounts up to \$200,000 and to approve
19 term extensions and contract renewals for all items in Exhibit "A."

22 Approved as to form and legality:

23 
24 Chief Deputy City Attorney

Chair

Secretary

25
26 Clerk

Adopted

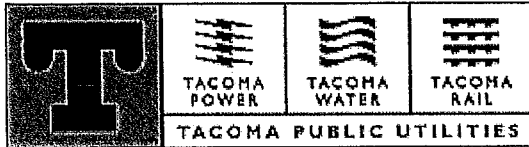


EXHIBIT "A"

RESOLUTION NO.: U-11078

ITEM NO.: 1

MEETING DATE: APRIL 24, 2019

TO: Board of Contracts and Awards
FROM: Joseph A. Wilson, Transmission & Distribution Manager
Don Ashmore, Fleet Manager, Transmission & Distribution/Fleet Services
COPY: Public Utility Board, Director of Utilities, Board Clerk, SBE Coordinator, LEAP
Coordinator, and Jessica Tonka, Finance/Purchasing
SUBJECT: Purchase of Utility Truck Body Devices
Sourcewell (formerly National Joint Powers Alliance –NJPA)
Contract No. 012418-ALT – April 24, 2019
DATE: April 8, 2019

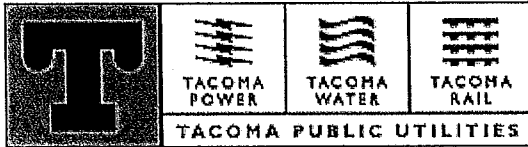
RECOMMENDATION SUMMARY:

Tacoma Public Utilities (TPU) Fleet Services recommends a contract be awarded to **Altec Industries, Inc., Birmingham, AL**, for the purchase of various new utility truck body devices planned for replacement in 2019-2020 in the amount of \$3,826,506.22, plus applicable taxes, for an initial contract term of March 15, 2019 to March 14, 2022 with the option to extend for an additional year.

BACKGROUND:

This contract includes various models of aerial, digger derrick, boom truck and knuckle boom crane device utility truck bodies that will be installed on new City-owned chassis to make completed unit(s). The typical replacement criterion has been fifteen years or 100,000 miles for heavy-duty equipment. These are very general guidelines and Fleet Services works with the assigned workgroups to determine the actual replacement schedule based on use, specific maintenance issues, changes in technology, changes in work needs, etc. The vehicles replaced may end up being assigned to other work areas or sold at public auction using City surplus procedures.

ISSUE: The contract amount requested is the total estimated replacement costs that include the base price plus options forecasted for new vehicle purchases planned for replacement. There is no guaranteed or minimum purchase requirement. The new vehicles (detailed on the attached list), will be assigned across TPU divisions for workgroups to use for various maintenance and construction projects and fulfilling work responsibilities throughout our service area to include outlying site locations. Work performed in these vehicles will aid in timely responses to service requests, emergencies and outages. Include various tasks such as vegetation management and year-round line clearance tree trimming which assist in reducing power outages and help maintain safe distances around power lines; lifting heavy utility vaults, transformers, poles and other related materials, and dig holes in prep for utility pole setting. The new vehicles will replace existing vehicles subject to Fleet replacement criteria, which addresses a combination of mileage, age, mechanical condition, and job suitability.



ALTERNATIVES:

Not utilizing this cooperative contract for these purchases would require us to have to develop our own request for bid specifications, or alternatively, not replace vehicles that have reached their useful life and are no longer cost effective to maintain.

COMPETITIVE SOLICITATION:

Sourcewell Contract No. 012418-ALT is a competitively solicited contract valid March 14, 2018 through March 14, 2022 with the option to extend for an additional one-year term. Sourcewell conducted a Request for Proposals, Specification No. 012418 and 14 submittals were received on January 25, 2018. This contract meets Tacoma's competitive solicitation requirements by means of a cooperative purchasing agreement with Sourcewell. Purchasing through this cooperative contract provides the City increased savings by pooling resources to leverage the market through volume discounts.

CONTRACT HISTORY: New contract.

SBE/LEAP COMPLIANCE: Not applicable.

FISCAL IMPACT:

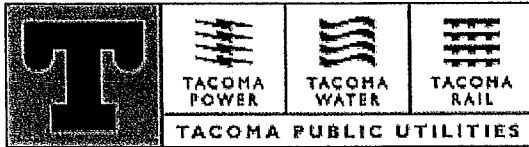
Funds for this are available in the 2019-2020 budget of the Department of Public Utilities for the Power, Water and Rail Divisions and the Fleet Services Fund.

EXPENDITURES:

FUND NUMBER & FUND NAME *	COST OBJECT (CC/WBS/ORDER)	COST ELEMENT	TOTAL AMOUNT
5050 – TPU Fleet Services		5641500	\$3,826,506.22
TOTAL			\$3,826,506.22

REVENUES:

FUNDING SOURCE	COST OBJECT (CC/WBS/ORDER)	COST ELEMENT	TOTAL AMOUNT
TOTAL			




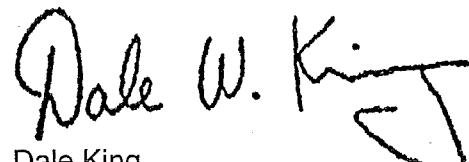
FISCAL IMPACT TO CURRENT BIENNIAL BUDGET: \$3,826,506.22

ARE THE EXPENDITURES AND REVENUES PLANNED AND BUDGETED? Yes

IF EXPENSE IS NOT BUDGETED, PLEASE EXPLAIN HOW THEY ARE TO BE COVERED. N/A


Chris Robinson, Power Superintendent/COO


Scott Dewhirst
Water Superintendent


Dale King
Rail Superintendent

APPROVED:


Jackie Flowers / Director of Utilities

Equipment	Description	User status	Functional Loc.	Planned Repl Year	Estimated Cost of Veh Body
7112379	99 INTL 2674 TRK ARL REACH ALL	INS	FM-U-FS-C-PWR -TD -563400	2019	\$420,216.22
7112308	99 INTL 4900 TRK ARL VRSAFLT	INS	FM-U-FS-C-PWR -TD -563300DS	2019	\$199,088.00
7112378	00 INTL 2674 TRK FB W/DGR DRCK	INS	FM-U-FS-C-PWR -TD -563400	2019	\$275,000.00
7112406	00 INTL 4900 TRK W/DGR DRCK	INS	FM-U-FS-C-PWR -TD -563400	2019	\$300,000.00
7112413	00 INTL 4900 TRK W/DGR DRCK	INS	FM-U-FS-C-PWR -TD -563400	2019	\$300,000.00
7112483	03 INTL 2674 TRK FB W/DGR DRCK	INS	FM-U-FS-C-PWR -TD -563400	2019	\$275,000.00
7116370	06 FORD CARGO VAN ARL ALTEC	INS	FM-U-FS-C-PWR -TD -563300TS	2020	\$176,610.00
7121129	16 INTL 7600 TRK ARL VERSLFT VO-460-MHI	INS	FM-U-FS-C-PWR -TD -563400	2019*	\$268,656.00
7121130	16 INTL 7600 TRK ARL VERSLFT VO-460-MHI	INS	FM-U-FS-C-PWR -TD -563400	2019*	\$268,656.00
7121131	16 INTL 7600 TRK ARL VERSLFT VO-460-MHI	INS	FM-U-FS-C-PWR -TD -563400	2019*	\$268,656.00
7121132	16 INTL 7600 TRK ARL VERSLFT VO-460-MHI	INS	FM-U-FS-C-PWR -TD -563400	2019*	\$268,656.00
7121133	16 INTL 7600 TRK ARL VERSLFT VO-460-MHI	INS	FM-U-FS-C-PWR -TD -563400	2019*	\$268,656.00
7121134	16 INTL 7600 TRK ARL VERSLFT VO-460-MHI	INS	FM-U-FS-C-PWR -TD -563400	2019*	\$268,656.00
7121135	16 INTL 7600 TRK ARL VERSLFT VO-460-MHI	INS	FM-U-FS-C-PWR -TD -563400	2019*	\$268,656.00

*These units will be brought before the Public Utility Board at date TBD - for a surplus resolution with an explanation for their replacement

\$3,826,506.22

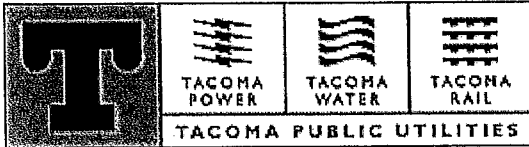


EXHIBIT "A"

RESOLUTION NO.: U-11078

ITEM NO.: 2

MEETING DATE: APRIL 24, 2019

TO: Board of Contracts and Awards
FROM: Joseph A. Wilson, Transmission & Distribution Manager
Don Ashmore, Fleet Manager, Transmission & Distribution/Fleet Services
COPY: Public Utility Board, Director of Utilities, Board Clerk, SBE Coordinator, LEAP
Coordinator, and Jessica Tonka, Finance/Purchasing
SUBJECT: Purchase of Trailer-Mounted Puller/Tensioner
Request for Bids Specification No. UF18-0435F – April 24, 2019
DATE: April 8, 2019

RECOMMENDATION SUMMARY:

Tacoma Public Utilities (TPU) Fleet Services recommends a contract be awarded to **Sherman & Reilly, Inc., Chattanooga, TN**, for the purchase of a trailer-mounted puller/tensioner with pulling capacity of 7500 pounds in the amount of \$244,149.00, plus any applicable taxes.

BACKGROUND:

This is specialized equipment that does not have a typical Fleet replacement criterion. Fleet Services work with the assigned workgroups to determine the actual replacement schedule in preparation for our biennium budget planning process and base it on equipment use, specific maintenance issues, changes in technology, changes in work needs, etc. The equipment replaced will be sold at public auction using City surplus procedures.

ISSUE: The new equipment will be assigned to Tacoma Power's Transmission & Distribution Line group and will assist in fulfilling work responsibilities throughout our service area. The equipment will be used as an automated way to pull wire or for tension stringing operations in regulating conductor tension, to avoid the contact with the ground. The new unit will replace an existing unit subject to Fleet replacement criteria, which addresses a combination of hours, age, mechanical condition, and job suitability.

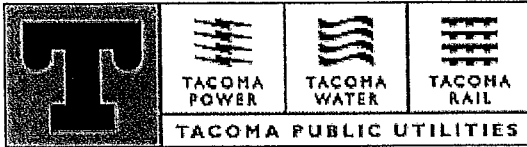
ALTERNATIVES:

Not replacing this equipment, which has reached its useful life and is no longer cost effective to maintain, runs the risk of equipment failure or breakdown. In the event of the equipment not being operational when required or alternatively, we would have to locate a rental and may not find the proper equipment available which could delay project schedules.

COMPETITIVE SOLICITATION:

Request for Bids Specification No. UF18-0435F was opened January 29, 2019. Five companies were invited to bid in addition to normal advertising of the project. Sherman & Reilly, Inc. was the only submittal received and complies with the technical provisions of the specification.

The table below reflects the amount of the total award.



Respondent

Sherman & Reilly, Inc.

Location

(city and state)

Chattanooga, TN

Submittal

Amount

\$244,149.00

Evaluated

Submittal

\$244,149.00

Pre-bid Estimate: \$225,000.00

The recommended award is approximately 8.5 percent above the pre-bid estimate.

CONTRACT HISTORY: New contract.

SBE/LEAP COMPLIANCE: Not applicable.

FISCAL IMPACT:

EXPENDITURES:

FUND NUMBER & FUND NAME *	COST OBJECT (CC/WBS/ORDER)	COST ELEMENT	TOTAL AMOUNT
5050 – TPU Fleet Services		5641500	\$244,149.00
TOTAL			\$244,149.00

REVENUES:

FUNDING SOURCE	COST OBJECT (CC/WBS/ORDER)	COST ELEMENT	TOTAL AMOUNT
TOTAL			

FISCAL IMPACT TO CURRENT BIENNIAL BUDGET: \$244,149.00

ARE THE EXPENDITURES AND REVENUES PLANNED AND BUDGETED? Yes.

IF EXPENSE IS NOT BUDGETED, PLEASE EXPLAIN HOW THEY ARE TO BE COVERED. N/A.


Chris Robinson, Power Superintendent/COO

APPROVED:


Jackie Flowers / Director of Utilities

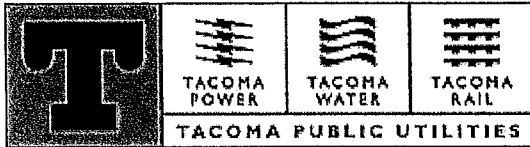


EXHIBIT "A"

RESOLUTION NO.: U-11078

ITEM NO.: 3

MEETING DATE: APRIL 24, 2019

TO: Board of Contracts and Awards
FROM: Joseph A. Wilson, Transmission & Distribution Manager
Don Ashmore, Fleet Manager, Transmission & Distribution/Fleet Services
COPY: Public Utility Board, Director of Utilities, Board Clerk, SBE Coordinator, LEAP Coordinator, and Jessica Tonka, Finance/Purchasing
SUBJECT: Auctioneer Services for Surplus Vehicles and Equipment, National Cooperative Purchasing Alliance (NCPA) Contract No. 11-20 – April 24, 2019
DATE: April 2, 2019, 2019

RECOMMENDATION SUMMARY:

Tacoma Public Utilities (TPU) Fleet Services recommends a contract be awarded to **J.J. Kane Auctioneers, Maple Shade, NJ**, for auctioneer services for surplus vehicles and equipment on an as-needed basis for an undetermined amount deducted directly from the sale proceeds for an initial contract term of May 1, 2019 to September 30, 2019 with the option to extend for three additional one-year renewal periods.

BACKGROUND:

ISSUE: This contract is for auctioneer services for Fleet equipment/vehicles from workgroups across all TPU divisions that are declared surplus based on replacement guidelines, specific maintenance issues, changes in technology, changes in work needs, etc. This request is one of two auction services contracts that TPU Fleet is requesting approval for. Our intent is to utilize this contract primarily for sale of surplus medium to heavy duty and specialized equipment; the other contract for sale of surplus light duty and miscellaneous equipment.

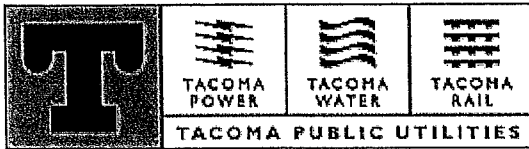
ALTERNATIVES: Not utilizing this cooperative contract for these services would require us to develop our own request for bid specifications for a contract or conduct our own surplus bids on an ongoing as-needed basis, which would be cost prohibitive and likely not reach as broad an audience of potential buyers.

COMPETITIVE SOLICITATION:

NCPA Contract No. 11-20 for auctioneer services was awarded as a result of Request for Proposal No. 19-17 and is a competitively solicited contract. The contract term is September 1, 2017 through September 30, 2019 with the option to renew for three additional one-year terms.

The NCPA is a national government purchasing cooperative that offers contracts for products, equipment and services to county, city, special district, local government, school district, private K-12 school, higher education institution, state, other government agency, healthcare organization or nonprofit organization in the U.S. This contract meets Tacoma's competitive bidding requirements and is allowed by means of an interlocal cooperative agreement.

Purchasing Ordinance 26914, item 1.06.271 authorizes the sale of surplus personal property by auction when in the best interest of the City. This approval is for an unspecified amount per Section XXIV.F.C.11 of the Purchasing Policy Manual also states, "For surplus property valued over \$200,000 to be sold through auction, it is not practical to obtain approvals by the City Council or Public Utility Board prior to actual sales; therefore, general approval by the governing body shall be sought at the time the contract for auction services is approved."



The vendor charges commission of 6% of the gross equipment sale and transport fees which are deducted directly from the sale proceeds and we are not billed for them. We will be provided a sale distribution report as items are sold from the vendor.

An additional benefit on this cooperative contract is the vendor is a division of Altec Industries, Inc. and we will earn 3% incentive based on our gross sales which will be credited to our account and can be used for products and services needed for our fleet of Altec equipment (aerial and digger derrick trucks).

CONTRACT HISTORY: New contract.

SBE/LEAP COMPLIANCE: Not applicable.

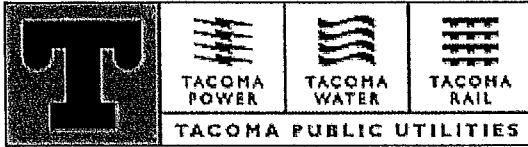
FISCAL IMPACT: There is no fiscal impact.

EXPENDITURES:

FUND NUMBER & FUND NAME *	COST OBJECT (CC/WBS/ORDER)	COST ELEMENT	TOTAL AMOUNT
N/A			
TOTAL			

REVENUES:

FUNDING SOURCE	COST OBJECT (CC/WBS/ORDER)	COST ELEMENT	TOTAL AMOUNT
5050 – TPU Fleet Services		6411000	\$900,000.00
TOTAL			




*The estimated total average number of vehicles/equipment sold in the past 10 years is 59 with an estimated total average of \$297,986.05 in revenues per year. We are required to pay business and occupation excise tax of .484% on the revenue received and the remaining revenue is deposited into the Fleet replacement fund to use for new vehicle/equipment purchases.

FISCAL IMPACT TO CURRENT BIENNIAL BUDGET: There is no fiscal impact.

ARE THE EXPENDITURES AND REVENUES PLANNED AND BUDGETED? N/A

IF EXPENSE IS NOT BUDGETED, PLEASE EXPLAIN HOW THEY ARE TO BE COVERED. N/A


Chris Robinson / Power Superintendent/COO


Scott Dewhirst
Water Superintendent


Dale King
Rail Superintendent

APPROVED:


Jackie Flowers / Director of Utilities

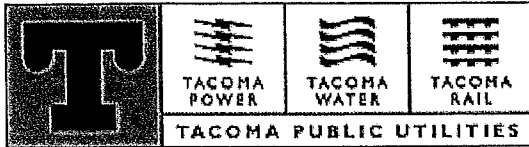


EXHIBIT "A"

RESOLUTION NO.: U-11078

ITEM NO.: 4

MEETING DATE: APRIL 24, 2019

TO: Board of Contracts and Awards
FROM: Joseph A. Wilson, Transmission & Distribution Manager
Don Ashmore, Fleet Manager, Transmission & Distribution/Fleet Services
COPY: Public Utility Board, Director of Utilities, Board Clerk, SBE Coordinator, LEAP
Coordinator, and Jessica Tonka, Finance/Purchasing
SUBJECT: Auctioning Services for Surplus Vehicles and Equipment, Pierce County Request
for Proposal No. 2078, Contract No. SC-106311 – April 24, 2019
DATE: April 4, 2019, 2019

RECOMMENDATION SUMMARY:

Tacoma Public Utilities (TPU) Fleet Services recommends a contract be awarded to **James G. Murphy Co., Inc., Kenmore, WA**, for auctioning services for surplus vehicles and equipment on an as-needed basis for an undetermined amount deducted directly from the sale proceeds for a contract term through November 30, 2023.

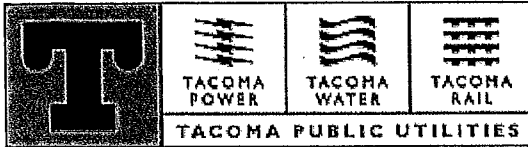
BACKGROUND:

James G. Murphy Co. Inc. provides commercial, industrial and real estate auction services to other government agencies besides Pierce County such as Washington State, City of Seattle and City of Tacoma. TPU Fleet Services has utilized both City of Seattle and Pierce County contracts in the past with this vendor and have a well-established history and would like to continue using their services on an as-needed basis. This request is one of two auction services contracts that TPU Fleet is requesting approval for. Our intent is to utilize this contract primarily for sale of surplus light duty and miscellaneous equipment; the other contract for sale of surplus medium to heavy duty and specialized equipment.

The vendor charges a commission on the gross equipment sale based on the type of equipment, plus possible additional fees for special transport, fuel and cleaning which are deducted directly from the sale proceeds. The City will be provided a sale distribution report as items are sold from the vendor.

ISSUE: This contract is for auctioning services for Fleet equipment/vehicles from workgroups across all TPU divisions that are declared surplus based on replacement guidelines, specific maintenance issues, changes in technology, changes in work needs, etc.

ALTERNATIVES: Not utilizing this cooperative contract for these services would require us to develop our own request for bid specifications for a contract or conduct our own surplus bids on an ongoing as-needed basis, which would be cost prohibitive and likely not reach as broad an audience of potential buyers.



COMPETITIVE SOLICITATION:

Pierce County Contract No. SC-106311 for auctioning services was awarded as a result of Request for Proposal No. 2078 and is a competitively solicited contract. The contract term is December 1, 2018 through November 30, 2023. This contract meets Tacoma's competitive bidding requirements and is allowed by means of an interlocal cooperative agreement.

Purchasing Ordinance 26914, item 1.06.271 authorizes the sale of surplus personal property by auction when in the best interest of the City. This approval is for an unspecified amount per Section XXIV.F.C.11 of the Purchasing Policy Manual also states, "For surplus property valued over \$200,000 to be sold through auction, it is not practical to obtain approvals by the City Council or Public Utility Board prior to actual sales; therefore, general approval by the governing body shall be sought at the time the contract for auction services is approved."

CONTRACT HISTORY: New contract.

SBE/LEAP COMPLIANCE: Not applicable.

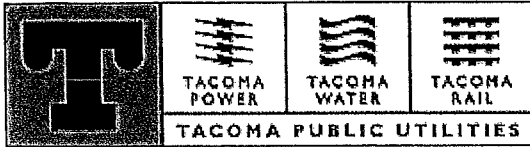
FISCAL IMPACT: There is no fiscal impact.

EXPENDITURES:

FUND NUMBER & FUND NAME *	COST OBJECT (CC/WBS/ORDER)	COST ELEMENT	TOTAL AMOUNT
N/A			
TOTAL			

REVENUES:

FUNDING SOURCE	COST OBJECT (CC/WBS/ORDER)	COST ELEMENT	TOTAL AMOUNT
5050 – TPU Fleet Services		6411000	\$900,000.00*
TOTAL			




*The estimated total average number of vehicles/equipment sold in the past 10 years is 59 with an estimated total average of \$297,986.05 in revenues per year. We are required to pay business and occupation excise tax of .484% on the revenue received and the remaining revenue is deposited into the Fleet replacement fund to use for new vehicle/equipment purchases.

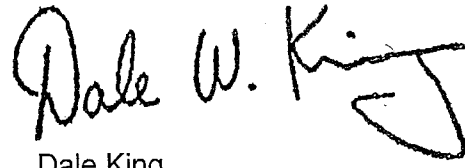
FISCAL IMPACT TO CURRENT BIENNIAL BUDGET: There is no fiscal impact.

ARE THE EXPENDITURES AND REVENUES PLANNED AND BUDGETED? N/A

IF EXPENSE IS NOT BUDGETED, PLEASE EXPLAIN HOW THEY ARE TO BE COVERED. N/A


Chris Robinson, Power Superintendent/COO


Scott Dewhirst
Water Superintendent


Dale King
Rail Superintendent

APPROVED:


Jackie Flowers / Director of Utilities

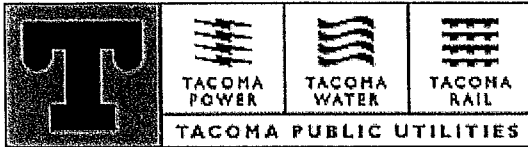


EXHIBIT "A"

RESOLUTION NO.: U-11078

ITEM NO.: 5

MEETING DATE: APRIL 24, 2019

TO: Board of Contracts and Awards
FROM: Joseph A. Wilson, Transmission & Distribution Manager
Don Ashmore, Fleet Manager, Transmission & Distribution/Fleet Services
COPY: Public Utility Board, Director of Utilities, Board Clerk, SBE Coordinator, LEAP
Coordinator, and Jessica Tonka, Finance/Purchasing
SUBJECT: Purchase of Debris Fish Barge
GSA Contract No. GS-07F-0442M – April 24, 2019
DATE: April 8, 2019

RECOMMENDATION SUMMARY: Tacoma Public Utilities (TPU) Fleet Services recommends a contract be awarded to **William E. Munson Company, Burlington, WA** for the purchase of a debris fish barge in the amount of \$353,085.00 plus applicable taxes.

BACKGROUND:

This new debris fish barge will be shared by Tacoma Power's Generation section's Cushman Project and Natural Resources groups to fulfill necessary work responsibilities such as lake debris clean up, placement and maintenance of danger buoys, maintenance of log booms and required release of juvenile salmonids mid-lake.

ISSUE: The current shore-based releases lead to higher fish mortality due to the poor water quality and predation factors.

ALTERNATIVES: Alternatively, a boat could be borrowed from another Generation Project, however, this is not practical since all projects need to accomplish these same tasks at the same time of year.

COMPETITIVE SOLICITATION:

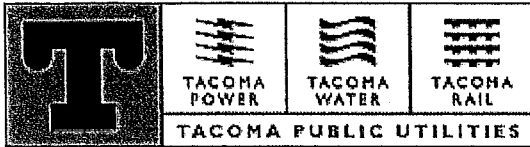
This General Services Administration (GSA) Federal Supply Schedule Contract for total solutions for law enforcement, security, facilities management, fire, rescue, clothing, marine craft and emergency/disaster response was awarded as a result of GSA Bid GS-07F-0442M. The contract term is August 1, 2002 through July 31, 2022.

General Services Administration (GSA) is a federal agency that offers a multitude of cooperatively contracted products, equipment and service opportunities. GSA contract prices and terms meet Tacoma's competitive bidding requirements and are allowed under the Cooperative Purchasing Program Schedule 84.

Due to the high quantity of purchases made by state, local, municipal and federal government agencies, utilizing this contract is the most cost-effective means as price concessions received exceed those TPU would receive as a single entity.

CONTRACT HISTORY: New contract.

SBE/LEAP COMPLIANCE: Not applicable.



FISCAL IMPACT:

Funds for this are available in the 2019-2020 budget of the Department of Public Utilities for the Power Division and the Fleet Services Fund.

EXPENDITURES:

FUND NUMBER & FUND NAME *	COST OBJECT (CC/WBS/ORDER)	COST ELEMENT	TOTAL AMOUNT
5050 – TPU Fleet Services		5641500	\$353,085.00
TOTAL			\$353,085.00

REVENUES:

FUNDING SOURCE	COST OBJECT (CC/WBS/ORDER)	COST ELEMENT	TOTAL AMOUNT
			\$
TOTAL			\$

FISCAL IMPACT TO CURRENT BIENNIAL BUDGET: \$353,085.00

ARE THE EXPENDITURES AND REVENUES PLANNED AND BUDGETED? Yes.

IF EXPENSE IS NOT BUDGETED, PLEASE EXPLAIN HOW THEY ARE TO BE COVERED N/A.


Chris Robinson / Power Superintendent/COO

APPROVED:


Jackie Flowers / Director of Utilities

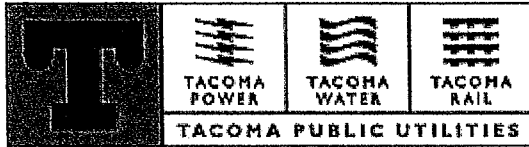


EXHIBIT "A"

RESOLUTION NO.: U-11078

ITEM NO.: 6

MEETING DATE: 04/24/2019

TO: Board of Contracts and Awards
FROM: Chris Robinson, Power Superintendent/COO, Tacoma Power
Tenzin Gyaltzen, UTS Power Section Manager; Joe Tellez, Chief Technology Officer
COPY: Public Utility Board, Director of Utilities, Board Clerk, SBE Coordinator, LEAP Coordinator, and Richelle Krienke, Finance/Purchasing
SUBJECT: Utility Analytics Roadmap & Governance Plan
Request for Proposals Specification No. PS18-0324F – April 24, 2019
DATE: April 4, 2019

RECOMMENDATION SUMMARY:

Tacoma Power, Utility Technology Services (UTS) recommends a contract be awarded to Excergy Corporation, Denver, CO, for consulting services to advance analytics capability at TPU, in the amount of \$244,521, plus applicable taxes. Additionally, approval is also requested for a no-cost, perpetual master agreement to govern all work from this supplier.

BACKGROUND:

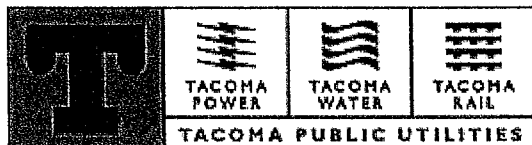
The Power and Water strategies each include objectives to improve our organization's ability to use data to make better decisions and deliver value to customers. The UTS strategic plan supports these business strategies, which collectively will enable TPU to both innovate and improve performance across the many dimensions of its business. In order to do this, thought leaders across TPU will engage executive leadership and analytics stakeholders in the power and water lines of business. The exercise of engaging these stakeholders, which is reflected in the scope of work of this study, is meant to establish a vision and strategic roadmap for a TPU analytics capability that is aligned to our business strategies, and that will enable the organization to make coordinated and meaningful investments in the people, processes, and tools that will increase our analytical maturity according to the needs of the business. This work will also include an assessment of our analytics capability current state, an alignment exercise to determine our desired future state, and the development of processes to systematically identify business opportunities (use cases), gather requirements, prioritize and deliver a pipeline of work across TPU.

ISSUE: Understanding the value of data analytics and enabling data driven decision making is a critical capability for the organization. This engagement will establish processes to manage analytics use case identification, valuation, requirements and delivery performance, as well as appropriate organizational design and governance practices (including data) to sustain the analytics capability and support the transformation to a culture of data-driven decision-making across the organization.

ALTERNATIVES: Advancing analytics capability is a strategic direction for TPU. There are no alternatives.

COMPETITIVE SOLICITATION:

RFP Specification No. PS18-0324F was opened September 25, 2018. Three companies were invited to bid in addition to normal advertising of the project. Nine submittals were received. A selection advisory committee (SAC) comprised of 8 members from Tacoma Power, Tacoma



Water, Market Development, and City of Tacoma Information Technology Department ranked proposals using the following categories and weights: Methodology & Approach - 30%; Qualifications/Experience of Firm and Key Personnel - 30%; Fees and Charges/Value - 30%; Submittal Quality/Completeness - 5%; and Small Business Enterprise (SBE)/Minority and Women's Business Enterprise (MWBE) - 5%. The proposal submitted by Excergy Corporation was ranked the highest by the SAC. The submittal from Amick Brown was incomplete and was not scored.

<u>Respondent</u>	<u>Location</u> <i>(city and state)</i>	<u>Score</u>
Excergy Corporation	Denver, CO	58.80
PA Consulting Group, Inc.	Bellevue, WA	57.90
West Monroe Partners	Chicago, ILL	55.55
Cognizant Technology Solutions	College Station, TX	32.40
BRIDGE Energy Group	Newton, MA	26.00
Grom Associates	Flemington, NJ	21.85
Vesta Partners	Stamford, CT	19.15
Icon Consulting Group	Olympia, WA	12.05
Amick Brown, LLC	San Ramon, CA	0

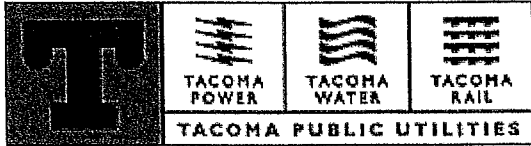
Pre-bid Estimate: \$250,000

The recommended award is 2.2% percent under the pre-bid estimate.

CONTRACT HISTORY: New contract.

SUSTAINABILITY: Not applicable.

SBE/LEAP COMPLIANCE: Not applicable.



FISCAL IMPACT:

EXPENDITURES:

FUND NUMBER & FUND NAME	COST OBJECT (CC/WBS/ORDER)	COST ELEMENT	TOTAL AMOUNT
4700 – Power Fund	80022585	Various	50%
4600 – Water Fund	585500	Various	50%
TOTAL			

REVENUES:

FUNDING SOURCE	COST OBJECT (CC/WBS/ORDER)	COST ELEMENT	TOTAL AMOUNT
NA			
TOTAL			

FISCAL IMPACT TO CURRENT BIENNIAL BUDGET: \$244,521 FOR 2019/2020

ARE THE EXPENDITURES AND REVENUES PLANNED AND BUDGETED? Yes, the expenditures have been planned and budgeted for 2019/2020 biennium.

IF EXPENSE IS NOT BUDGETED, PLEASE EXPLAIN HOW THEY ARE TO BE COVERED. N/A

Chris Robinson

Scott Dewhirst

Chris Robinson, Power Superintendent/COO

Scott Dewhirst, Water Superintendent

APPROVED:

Jackie Flowers

Jackie Flowers / Director of Utilities

Firm	Rank
Excergy Corporation	1
PA Consulting	2
West Monroe Partners	3
Cognizant	4
Bridge Energy	5
Grom Associates	6
Vesta Partners	7
Icon Consulting	8
Amick Brown	9

	Blended Hourly						
	Services Fees	Travel Fees	Total Bid	Rate	Hours	Score	Notes
Exergy Corporation	\$ 206,869.00	\$ 37,382.00	\$ 244,251.00	\$ 224.86	920		
PA Consulting	\$ 216,360.00	\$ 32,454.00	\$ 248,814.00	?	?	0	No hours provided
Vesta Partners	\$ 228,400.00	\$ 54,000.00	\$ 282,400.00	\$ 253.78	900		3000 in expenses per week
West Monroe Partners	\$ 210,000.00	\$ 20,000.00	\$ 230,000.00	?	0		No hours provided
Icon Consulting	\$ 165,100.00	?	\$ 165,100.00	\$ 144.82	1140		Did not quote travel
Amick Brown	\$	\$	\$?	0		Non Responsive
Grom Associates	\$ 212,880.00	\$ 21,288.00	\$ 234,168.00	\$ 157.37	1488		
Cognizant	\$ 194,320.00	\$ 29,148.00	\$ 223,468.00	\$ 108.27	2064		
Bridge Energy	\$ 220,000.00	Included	\$ 220,000.00	?	?		Fixed, no hours.

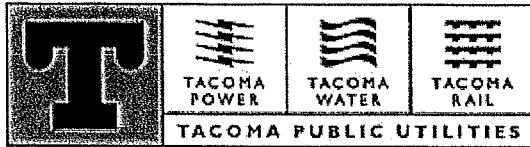


EXHIBIT "A"

RESOLUTION NO.: U-11078

ITEM NO.: 7

MEETING DATE: APRIL 24, 2019

TO: Board of Contracts and Awards

FROM: Tony Lindgren, P.E., Tacoma Water Distribution Engineering, Division Manager ^{GR}
Troy Saghabi, P.E., Professional Engineer, Tacoma Water Distribution Engineering

COPY: Public Utility Board, Director of Utilities, Board Clerk, SBE Coordinator, LEAP Coordinator, and Doreen Klaaskate, Finance/Purchasing

SUBJECT: Water Main Replacement Project No. MRP 2016-24
N 19th St, N Pine to and N Anderson St.
Request for Bids Specification No. WD18-0409F– April 24, 2019

DATE: March 25, 2019

RECOMMENDATION SUMMARY:

Tacoma Water Distribution Engineering and Public Works Engineering recommends that a contract be awarded to Pape & Sons Construction Inc Gig Harbor, WA, for the replacement of water mains, street restoration, and ADA ramp restoration in the vicinity of N. 19th St. and N. Anderson St., for the amount of \$331,932.00, plus any applicable taxes.

BACKGROUND:

This contract provides for the removal and replacement of existing galvanized and cast iron water main with approximately 612 linear feet of 6-inch and 4-inch ductile iron water main in the vicinity of N. 19th Street and N. Anderson Street, in the City of Tacoma. Replacing the water main will increase the level of service provided to Tacoma Water customers by increasing fire flow, and improving the long-term reliability of the distribution system.

Additionally, in this contract, Tacoma Water is partnering with the Department of Public Works to restore the existing road surface and restore N. 19th Street ramps into ADA compliance. Completing this work under a single contract will consolidate construction impacts and reduce overall project costs while improving project delivery efficiency. Public works will reimburse Tacoma Water in the estimated amount of \$64,118.90, for their share of the project costs.

ISSUE:

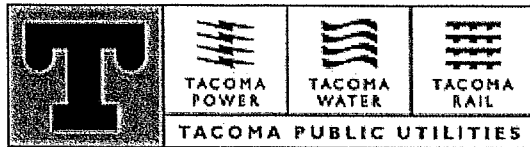
Recent condition testing indicates the existing galvanized water main is in poor condition.

ALTERNATIVES:

Tacoma Water considered rehabilitating the water main; however this option was cost prohibitive and does not provide a long-term solution.

COMPETITIVE SOLICITATION:

Request for Bids Specification No. WD18-0409F was opened March 19, 2019. Thirty-one (31) companies were invited to bid in addition to normal advertising of the project. Four (4) submittals were received.



Pape & Sons Construction Inc submitted a bid that resulted in the lowest submittal after consideration of SBE participation goals. The table below reflects the amount of the base award.

<u>Respondent</u>	<u>Location</u> (city and state)	<u>Submittal Amount</u>	<u>Evaluated Submittal</u>
Pape & Sons Construction Inc	Gig Harbor, WA	\$331,932.00	\$331,932.00
Northwest Cascade Inc	Puyallup, WA	\$338,089.00	\$338,089.00
Sound Earthworks Inc	Graham, WA	\$387,644.00	\$387,644.00
Miles Resources LLC	Puyallup, WA	\$416,927.13	\$416,927.13

Pre-bid Estimate: \$385,382.00

The recommended award is 14 percent below the pre-bid estimate.

CONTRACT HISTORY: New contract.

SBE/LEAP COMPLIANCE: The recommended contractor is in compliance with the Small Business Enterprise (SBE) Regulation requirements per memorandum dated March 25, 2019. The SBE goal for this project is 16.0 percent. The SBE participation level of the recommended contractor is 16.18 percent. Pape & Sons Construction Inc submitted the lowest bid per the SBE Regulation requirements. The recommended contractor must meet the Local Employment and Apprenticeship Training Program (LEAP) goal of 15 percent Local Employment Utilization.

FISCAL IMPACT:

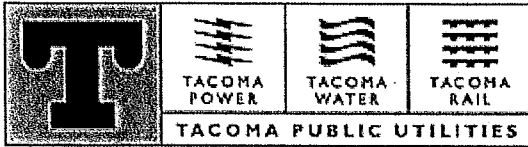
EXPENDITURES:

FUND NUMBER & FUND NAME	COST OBJECT (CC/WBS/ORDER)	COST ELEMENT	TOTAL AMOUNT *
Tacoma Water Bond Fund	WTR-00478-17-03	5330100	\$331,932.00
TOTAL			\$331,932.00

REVENUES:

FUNDING SOURCE	COST OBJECT (CC/WBS/ORDER)	COST ELEMENT	TOTAL AMOUNT*
4600-10WC Water 2010 Construction Bond Fund	586306	6311156	\$331,932.00
TOTAL			\$331,932.00

* Excluding Applicable Sales Tax



FISCAL IMPACT TO CURRENT BIENNIAL BUDGET: \$331,932.00

ARE THE EXPENDITURES AND REVENUES PLANNED AND BUDGETED? Yes.

Scott Dewhirst, Water Superintendent

APPROVED:

Jackie Flowers, Director of Utilities

TS/td

Attachment: Signed SBE Eval WD18-0409F



TO: Board of Contracts and Awards
FROM: Andrew Cherullo, Director, Finance Department
Michael San Soucie, Treasury Manager
COPY: City Clerk, SBE Coordinator, LEAP Coordinator, and Alex Clark,
Finance/Purchasing
SUBJECT: Increase and extend the contract for Armored Car Services
Request for Proposal Specification No. FI16-0417F, Contract No. 4600012339 –
Requested Public Utility Board April 24, 2019 / City Council Date April 30, 2019
DATE: April 2, 2019

RECOMMENDATION SUMMARY:

The Finance Department, Treasury Division, requests approval to increase Citywide Contract 4600012339 with Stronghold Armored Inc., Tacoma WA, by \$300,000, plus applicable taxes, for armored car services. This increase is needed to account for the additional pickup location added to the contract, the escalation increase of 3% as stated in the RFP response, and the anticipated amendment for a one-year extension. This increase will bring the contract to a cumulative total of \$500,000, plus any applicable taxes.

STRATEGIC POLICY PRIORITY:

Through the safekeeping and timely deposit of City monetary assets, the contract promotes the following strategic policy of encouraging and promote an efficient and effective government, which is fiscally sustainable and guided by engaged residents.

BACKGROUND:

The City of Tacoma contracted with Stronghold Armored Inc. through a competitive solicitation process. In the original Request for Proposals, the City was searching for the most qualified firm that could perform armored transport pickup and delivery services. During the first term of the contract, Stronghold Armored Inc. has performed these services well and we have amended the contract to add an additional location and services.

ISSUE: To provide a safer option for depositing City funds than having employees going to the bank on their own, we have added an additional pickup and delivery location. However, with this additional location, and with some special event pickups for large Tacoma Dome events, we have reached our original dollar threshold for the original contract. We need to increase the contract to account for this as well as the escalation clause in the contract for the next year.

ALTERNATIVES: The alternative to increasing and extending the contract is to go back out to solicitation for services again. We do not recommend this option due to avoid the cost of an interruption in service and the time, effort, and cost a new solicitation requires. Continuing with the current contract as original written is the preferred option.

**COMPETITIVE SOLICITATION:**

Request for Proposals Specification No. FI16-0417F was opened January 10, 2017. Four companies were invited to submit proposals in addition to normal advertising of the project. One submittal was received.

Contract History: This contract was awarded as result of Request for Proposals Specification No FI16-0417F to Stronghold Armored Inc. in March 2017. The original contract award was in the amount of \$200,000 for a three-year term through February 29, 2020, with two one-year renewals.

FISCAL IMPACT:**EXPENDITURES:**

FUND NUMBER & FUND NAME *	COST OBJECT (CC/WBS/ORDER)	COST ELEMENT	TOTAL AMOUNT
0010 General Fund for:	598506	5330100	\$300,00.00
TPU CUST SVS ADMIN			
TPU CUST SVS LOBBY			
TELE – CLICK			
ES SOLID WASTE			
FIN COMM SVCS			
LIBRARY ADMIN			
FIN TAX & LICENSE			
MUNI COURT			
TVE BUS ADMIN			
TVE TAC PARKING			
TFD EMS BILLING			
CCOP – TVE GTCC			
ES WASTEWATER			

REVENUES:

FUNDING SOURCE	COST OBJECT (CC/WBS/ORDER)	COST ELEMENT	TOTAL AMOUNT
Assessments	652000	5950076	\$300,000.00
TOTAL			



FISCAL IMPACT TO CURRENT BIENNIAL BUDGET: \$ 300,000

ARE THE EXPENDITURES AND REVENUES PLANNED AND BUDGETED? Yes



RESOLUTION NO. U-11079

1
2 A RESOLUTION concerning surplus utility equipment; declaring utility
3 equipment surplus to the needs of Tacoma Power; conducting a public
4 hearing on the proposed sale of the surplus utility equipment; and
5 authorizing Tacoma Power to sell the surplus utility equipment to the
6 highest responsive bidder(s) at bid sale(s).

7
8 WHEREAS the City of Tacoma, Department of Public Utilities, Light
9 Division (d.b.a. "Tacoma Power"), originally acquired for public utility purposes,
10 nine fleet vehicles, listed on the Declaration of Surplus Property and attached
11 inventory in the background materials on file with the Clerk of the Board, and

12
13 WHEREAS the replacement schedule for heavy duty Fleet equipment is
14 based on use, specific maintenance issues, changes in technology or work
15 needs as determined by Fleet Services and the assigned workgroup(s), and

16
17 WHEREAS Tacoma Power has determined that the equipment listed on
18 the Declaration of Surplus Property and attached inventory is no longer
19 necessary for providing continued public utility service due to age and
20 mechanical conditions and is deemed surplus to Tacoma Power's needs
21 pursuant to RCW 35.94.040 and TMC 1.06.272-278, and

22
23 WHEREAS the equipment's estimated value is \$723,000, and

24
25 WHEREAS a public hearing was conducted on April 24, 2019, as
26 required by RCW 35.94.040, and

WHEREAS Tacoma Power requests that the Utility Board, pursuant to
the requirements of RCW 35.94.040 and TMC 1.06.272-278, declare the nine
Fleet vehicles identified on the attached inventory surplus to Tacoma Power's



1 needs and authorize Tacoma Power to sell the equipment to the highest
2 responsive bidder(s); Now, Therefore,

3 BE IT RESOLVED BY THE PUBLIC UTILITY BOARD OF THE CITY OF TACOMA:
4

5 Sec. 1. The vehicles identified on the Declaration of Surplus Property
6 and attached inventory are no longer necessary for providing continued public
7 utility service, and are hereby declared surplus to Tacoma Power's needs.

8 Sec. 2. Tacoma Power is hereby authorized to sell the nine Fleet
9 vehicles on the attached inventory at a bid sale(s) to the highest responsive
10 bidder(s), and should the vehicles not be acquired at sale(s), Tacoma Power is
11 authorized to otherwise dispose of the vehicles in Tacoma Power's best
12 interests.
13

14 Sec. 3. If a bid for the nine Fleet vehicles identified on the attached
15 inventory is higher than \$200,000, then the highest bid over \$200,000 for that
16 lot will be brought by Tacoma Power to the Board for formal approval of the
17 sale.
18

19 Approved as to form and legality:

Chair

20 
21 Chief Deputy City Attorney

Secretary

22
23 Clerk

Adopted

of April 24, 2019

REQUEST FOR RESOLUTION

Date: April 2, 2019

INSTRUCTIONS: File request in the Office of the Director of Utilities as soon as possible but not later than nine working days prior to the Board meeting at which it is to be introduced. Completion instructions are contained in Administrative Policy POL-104.

1. Summary title for Utility Board agenda: (not to exceed twenty-five words)

Surplus of Utility Specific Fleet Vehicles.

2. A resolution is requested to: (brief description of action to be taken, by whom, where, cost, etc.)

The Public Utility Board is requested to:

- Declare the attached list of Fleet equipment consisting of nine vehicles surplus to the utility's needs.
- Conduct a public hearing on the proposed sale of the equipment.
- Authorize the utility to sell to the highest responsive bidders.

3. Summarized reason for resolution:

This heavy duty Fleet equipment has a general replacement criterion between 12-15 years or 100,000 miles. The actual replacement schedule is based on use, specific maintenance issues, changes in technology or work needs, etc. which is determined by Fleet Services and the assigned workgroup(s). Washington State law requires the Public Utility Board to declare the equipment as surplus, conduct a public hearing to collect testimony on the sale of the equipment, and authorize the sale of the equipment.

4. Attachments:

- a. Declaration of Surplus Property (DSP) Form
- b. Memo to Director

5. ☐ Funds available ☒ Proposed action has no budgetary impact

This action will result in a net income to the Utility.

6. Deviations requiring special waivers: None

Originated by:


Joseph A. Wilson, P.E.

Transmission & Distribution Manager

Requested by:


Chris Robinson

Tacoma Power Superintendent

Approved:


Jackie Flowers

Director of Utilities

MEMORANDUM



DATE: April 2, 2019

TO: Jackie Flowers, Director of Utilities

FROM: Chris Robinson, Power Superintendent
Joseph A. Wilson, Transmission & Distribution Manager

SUBJECT: Request for Authorization to Sell Surplus Utility Specific Fleet Equipment

RECOMMENDATION: Tacoma Public Utilities (TPU) Fleet Services recommends the equipment listed on the attached Declaration of Surplus Property Forms be declared surplus to Tacoma Public Utilities' needs. We further recommend that a public hearing be held in front of the Public Utility Board to take testimony from any interested individuals on the sale of said surplus equipment in accordance with RCW 35.94.040. In addition, we recommend the Department of Public Utilities be authorized to solicit bids for the equipment through public auction and award the sale of the equipment based on the highest responsive bid received in accordance with City Surplus Procedures. It is anticipated that the total sale will be estimated at \$723,000.00 (individual equipment estimated values are detailed on the attached form).

EXPLANATION: The equipment listed on the attached Declaration of Surplus Property are considered surplus to Tacoma Public Utilities needs due to their age and mechanical condition. This heavy duty Fleet equipment has a typical replacement criterion between 12-15 years or 100,000 miles. The actual replacement schedule is based on use, specific maintenance issues, changes in technology or work needs, etc. which is determined by Fleet Services and the assigned workgroup(s). This equipment has reached its useful life and is no longer cost effective to maintain and/or does not perform at an acceptable level.

Washington State law requires the Public Utility Board to declare the equipment as surplus, conduct a public hearing to collect testimony on the sale of the equipment, and authorize the sale of the equipment.

COMPETITIVE SOLICITATION: The equipment listed on the attached Declaration of Surplus Property will be sold at public auction through National Cooperative Purchasing Alliance (NCPA) Auction Services Contract No. 11-20 which is a competitively solicited contract valid September 1, 2017 through September 30, 2019 with the option to extend for three additional one-year terms. NCPA conducted a Request for Proposals, Specification No. 19-17 and sent the bid to four vendors; one submittal was received on August 15, 2017. This contract meets Tacoma's competitive solicitation requirements by means of a cooperative purchasing agreement with NCPA. Purchasing through this cooperative contract provides the City increased savings by pooling resources to leverage the market through volume discounts

PROJECT ENGINEER/COORDINATOR: Don Ashmore, Utilities Fleet Manager,
Transmission & Distribution Fleet Services, 253-502-8575.

We request your approval to submit this matter to the Public Utility Board for their approval.

APPROVED: _____

Jackie Flowers

Director of Utilities

cc: Patsy Best
Jessica Tonka



City of Tacoma

Declaration of Surplus Property (DSP)

To: Purchasing Division **Date:** 04/02/2019
From: Power/T&D/Fleet Services
Contact Name: Don Ashmore **Phone:** 502-8575

- ☐ Declaration of Surplus Personal Property
☒ Declaration of Surplus Real Property
☐ Declaration of Unusable Personal Property¹

¹ Items that are broken, unusable, have no commercial, salvage, or donation value, and have no special disposal requirements (e.g., hazardous metals), may be disposed by the owning department. Do not submit DSP Form to Purchasing for these items.

Description of Surplus Property

Describe Item or Attach List: Surplus Vehicles For Disposal Fixed Asset # See Listed
Address/Location of Items: TPU Fleet Services Accounting (for costs/proceeds):
Estimated Commercial or Resale Value: \$Total \$723,000 (See Listed) Cost Center: 574204 (Fleet Capital)
Minimum Acceptable Bid: \$ General Ledger Acct: 6411000

I hereby certify the asset(s) listed have no further public use or the sale thereof is in the best interests of the City and declare these items as surplus according to sections 1.06.272 through 1.06.278 of the Tacoma Municipal Code. Items may be sold, transferred, donated or otherwise disposed of in accordance with the City's surplus property policies and the Tacoma Municipal Code.

Department/Division Head Signature _____ Date _____

City Manager or Director of Utilities (if over \$200,000) _____ Date _____

DISPOSAL REQUEST

(to be completed by department)

Requested Disposal Method(s):

- ☐ Intra City Transfer
Name of Department _____
- ☐ Bid Solicitation (Formal / Informal)
- ☒ Vehicle Auction (attach vehicle surplus form)
Specify Contract **NCPA (JJ Kane Auctioneers)**
- ☐ Online Auction Service
(attach online auction surplus form)
- ☐ Special Advertisement (attach advertisement)
Specify Newspaper _____
- ☐ Supplemental Mailing List (attach)
- ☐ Website Posting
- ☐ Special Disposal Requirements (e.g., environmental, regulatory)
- ☐ Salvage Services
Specify Contract _____
- ☐ Donation
- ☐ 2-Good-2 Toss
- ☐ Other: _____
- ☐ Okay for Disposal: _____

DISPOSAL ACTION

Internal Use Only – Purchasing Division

- ☐ Formal Bid No. _____
Resolution/Ordinance No. _____
- ☐ Informal Bid No. _____
- ☐ Online Auction ☐ Website Posting
- ☐ Special Advertisement ☐ Supplemental Mailings
- ☐ Contract Services ☐ Intra-City Transfer
- ☐ Salvage Services ☐ Donation
- ☐ Okay for Disposal ☐ 2-Good-2 Toss
- Date Advertised/Posted: _____
- Sale Amount: \$ _____
- Sold To: Name _____
Address _____
- Donated To: Name _____
Address _____
- ☐ Hold Harmless Release Received
- Recipient is: ☐ Public Agency
☐ Non-Profit serving public
☐ General Public ☐ Employee
- Accounting, if different from above: _____

APPROVED:

Procurement and Payables Manager _____ Date _____



City of Tacoma

Surplus Vehicles for Disposal (Must have DSP Form Attached)

Contact Person: Don Ashmore, TPU Fleet Services Phone: 253-502-8575

E-mail: dashmore@cityoftacoma.org

Description of Surplus Vehicle(s)

Year:	<u>1999</u>	Odometer:	<u>178,211</u>
Make/Model:	<u>INTERNATIONAL 4900 TRK</u>	Body Type:	<u>FLATBED CRANE</u>
City No.:	<u>7111814 /ASSET 2300322</u>	Replaced By No.:	<u>TBD</u>
VIN:	<u>1FMJU1G56BEF49137</u>	Estimated Value:	<u>\$8,000</u>
Reason:	<u>AGE AND CONDITION</u>		

Year:	<u>1999</u>	Odometer:	<u>58,829</u>
Make/Model:	<u>INTERNATIONAL 2674 TRK</u> <u>W/REACH ALL BOOM</u>	Body Type:	<u>AERIAL</u>
City No.:	<u>7112379 /ASSET 2100197</u>	Replaced By No.:	<u>TBD</u>
VIN:	<u>1FMJU1G56BEF49137</u>	Estimated Value:	<u>\$15,000</u>
Reason:	<u>AGE AND CONDITION; MECHANICAL BOOM SECTION REMOVED</u>		

Year:	<u>2016</u>	Odometer:	<u>10,107</u>
Make/Model:	<u>INTERNATIONAL TRUCK</u> <u>W/VERSALIFT VO 460 BOOM</u>	Body Type:	<u>AERIAL</u>
City No.:	<u>7121135 /ASSET 2303853</u>	Replaced By No.:	<u>TBD</u>
VIN:	<u>3HTGSSNT6GN428814</u>	Estimated Value:	<u>\$100,000</u>
Reason:	<u>DOES NOT PERFORM AT AN ACCEPTABLE LEVEL</u>		

Year:	<u>2016</u>	Odometer:	<u>15,488</u>
Make/Model:	<u>INTERNATIONAL TRUCK</u> <u>W/VERSALIFT VO 460 BOOM</u>	Body Type:	<u>AERIAL</u>
City No.:	<u>7121129 /ASSET 2303848</u>	Replaced By No.:	<u>TBD</u>
VIN:	<u>3HTGSSNT5GN428819</u>	Estimated Value:	<u>\$100,000</u>
Reason:	<u>DOES NOT PERFORM AT AN ACCEPTABLE LEVEL</u>		

Description of Surplus Vehicle(s)

Year:	<u>2016</u>	Odometer:	<u>13,877</u>
Make/Model:	<u>INTERNATIONAL TRUCK</u> <u>W/VERSALIFT VO 460 BOOM</u>	Body Type:	<u>AERIAL</u>
City No.:	<u>7121130 /ASSET 2303855</u>	Replaced By No.:	<u>TBD</u>
VIN:	<u>3HTGSSNT3GN428818</u>	Estimated Value:	<u>\$100,000</u>
Reason:	<u>DOES NOT PERFORM AT AN ACCEPTABLE LEVEL</u>		

Year:	<u>2016</u>	Odometer:	<u>12,494</u>
Make/Model:	<u>INTERNATIONAL TRUCK</u> <u>W/VERSALIFT VO 460 BOOM</u>	Body Type:	<u>AERIAL</u>
City No.:	<u>7121131 /ASSET 2303849</u>	Replaced By No.:	<u>TBD</u>
VIN:	<u>3HTGSSNT1GN428817</u>	Estimated Value:	<u>\$100,000</u>
Reason:	<u>DOES NOT PERFORM AT AN ACCEPTABLE LEVEL</u>		

Year:	<u>2016</u>	Odometer:	<u>11,418</u>
Make/Model:	<u>INTERNATIONAL TRUCK</u> <u>W/VERSALIFT VO 460 BOOM</u>	Body Type:	<u>AERIAL</u>
City No.:	<u>7121132 /ASSET 2303850</u>	Replaced By No.:	<u>TBD</u>
VIN:	<u>3HTGSSNTXGN428816</u>	Estimated Value:	<u>\$100,000</u>
Reason:	<u>DOES NOT PERFORM AT AN ACCEPTABLE LEVEL</u>		

Year:	<u>2016</u>	Odometer:	<u>11,549</u>
Make/Model:	<u>INTERNATIONAL TRUCK</u> <u>W/VERSALIFT VO 460 BOOM</u>	Body Type:	<u>AERIAL</u>
City No.:	<u>7121133 /ASSET 2303851</u>	Replaced By No.:	<u>TBD</u>
VIN:	<u>3HTGSSNT4GN428813</u>	Estimated Value:	<u>\$100,000</u>
Reason:	<u>DOES NOT PERFORM AT AN ACCEPTABLE LEVEL</u>		

Year:	<u>2016</u>	Odometer:	<u>14,452</u>
Make/Model:	<u>INTERNATIONAL TRUCK</u> <u>W/VERSALIFT VO 460 BOOM</u>	Body Type:	<u>AERIAL</u>
City No.:	<u>7121134 /ASSET 2303852</u>	Replaced By No.:	<u>TBD</u>
VIN:	<u>3HTGSSNT8GN428815</u>	Estimated Value:	<u>\$100,000</u>
Reason:	<u>DOES NOT PERFORM AT AN ACCEPTABLE LEVEL</u>		



RESOLUTION NO. U-11080

1 A RESOLUTION authorizing a contract with Omnetric Corp.

2 WHEREAS the City of Tacoma, Department of Public Utilities, requested
3 proposals for professional services for implementation of the Meter Data
4 Management System associated with the Advanced Metering Infrastructure
5 ("AMI") program as explained by the attached Exhibit "A", and
6

7 WHEREAS, in response thereto, proposals were received and evaluated as
8 evidenced and further described in Exhibit "A", and
9

10 WHEREAS, on March 27, 2019, the Public Utility Board of the City of
11 Tacoma approved Resolution No. U-11077, authorizing execution of a contract
12 with Omnetric Corp., for sandbox implementation of the Meter Data Management
13 System in the amount of \$90,481.96, and
14

15 WHEREAS the Board of Contracts and Awards and Tacoma Power, Utility
16 Technology Services ("UTS") recommends a contract be awarded to Omnetric
17 Corp. for implementation services for the Meter Data Management program as
18 explained in Exhibit "A", and
19

20 WHEREAS the Director requests authorization, pursuant to
21 TMC 1.06.269.A, to amend contract amounts up to \$200,000 and to approve term
22 extensions and renewals for the item contained in Exhibit "A"; Now, Therefore,
23

24 BE IT RESOLVED BY THE PUBLIC UTILITY BOARD OF THE CITY OF TACOMA:

25 That the Public Utility Board of the City of Tacoma hereby concurs and
26 approves the Board of Contracts and Awards and Tacoma Power's UTS
department's request to award a contract to Omnetric Corp., as set forth in



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Exhibit "A", for implementation services for the Meter Data Management System;
authorizes the execution of a contract by the proper officers of the City for said
services; and authorizes the administrative authority of the Director to amend the
contract amount up to \$200,000 and to approve term extensions and contract
renewals.

Approved as to form and legality:

Chair

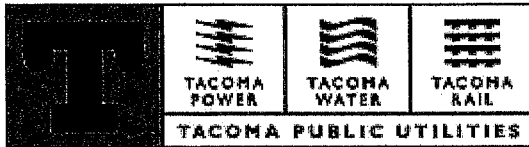


Chief Deputy City Attorney

Secretary

Clerk

Adopted



RESOLUTION NO.: U-11080

MEETING DATE: 04/24/2019

TO: Board of Contracts and Awards
FROM: Chris Robinson, Power Superintendent/COO, Tacoma Power
Tenzin Gyaltzen, UTS Section Manager; Scott Dewhirst, Water
Superintendent/COO; and Andre' Pedferri, AMI Program Manager, UTS
Advanced Meter Program
COPY: Public Utility Board, Director of Utilities, Board Clerk, SBE Coordinator, LEAP
Coordinator, and Richelle Krienke, Finance/Purchasing
SUBJECT: Meter Data Management Implementation Services
Request for Proposals Specification No. PS18-0062F - April 24, 2019
DATE: April 12, 2019

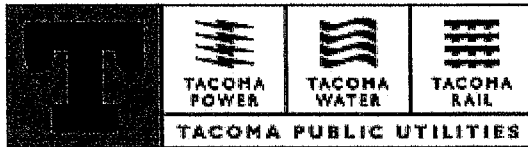
RECOMMENDATION SUMMARY: Tacoma Power, Utility Technology Services (UTS) and Tacoma Water recommend a contract be awarded to Omnetric Corp., Houston, TX, to implement the Meter Data Management System (MDMS) of the Advanced Metering (AM) Program, in the amount of \$1,212,648.00, plus applicable taxes, for an initial contract term through December 31, 2021, plus a contingency of \$300,000.00, for a projected contract total of \$1,512,648.00.

BACKGROUND:

The AM Program consists of implementing an advanced metering infrastructure throughout the Tacoma Public Utilities' service area with advanced meters for both power and water services. Approving this contract allows TPU to bring on our MDMS provider to start building the meter data management system that will collect the data received from the advanced meters.

ISSUE: The existing power and water infrastructure is aging and inefficient. Advanced meters will replace an aging infrastructure and infuse technology that will fundamentally transform TPU's relationship with its customers, enabling them to become engaged water and power consumers. The Advanced Metering program forms the critical and essential technology foundation to enhance power and water services to all customers that over time will provide near real-time information necessary so customers can manage their usage, control their costs and help the environment. Power and water operational benefits will result in higher reliability and system efficiency.

ALTERNATIVES: Tacoma Public Utilities can continue to replace power and water meters with electromechanical meters that require manual reading. Continuing down this course will leave TPU behind the technology curve being incorporated into other utility infrastructures. Implementing an Advanced Metering Infrastructure will bring Tacoma Public Utilities to the forefront of meter technologies and enable TPU to take advantage of the efficiencies gained by moving away from electromechanical meters.



COMPETITIVE SOLICITATION:

RFP Specification No. PS18-0062F was opened June 5, 2018. Three companies were invited to bid in addition to normal advertising of the project. Three submittals were received. A selection advisory committee (SAC) comprised of 13 members from Tacoma Power, Tacoma Water, Information Technology Department, and Customer Services ranked proposals using the following categories and weights: MDM Solution Requirements Compliance 55%; Price/Value 20%; Qualifications/Experience of Firm and Project Team 10%; Project Methodology and Approach 10%; and Small Business Enterprise (SBE) / Minority and Women's Business Enterprise (MWBE) 5%. The proposal submitted by Omnetric was ranked the highest by the SAC.

<u>Respondent</u>	<u>Location</u> (city and state)	<u>Score</u>
Omnetric Corp.	Houston, TX	78.66
Landis+Gyr Technology, Inc.	Alpharetta, GA	67.17
Ittron, Inc.	Liberty Lake, WA	50.32

Breakdown of Costs

Omnetric	Implementation Statement of Work (SOW)	\$1,212,648.00
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Pre-bid Estimate: \$1,116,452.00.

The recommended award is 8% percent above the pre-bid estimate.

CONTRACT HISTORY: New contract.

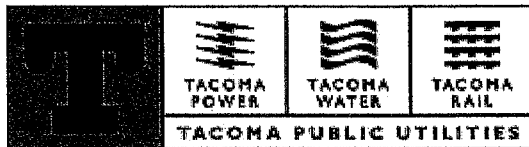
SUSTAINABILITY: Not applicable.

SBE/LEAP COMPLIANCE: Not applicable.

FISCAL IMPACT:

EXPENDITURES:

FUND NUMBER & FUND NAME	COST OBJECT (CC/WBS/ORDER)	COST ELEMENT	TOTAL AMOUNT
4700 – Power Fund	PWR-00946 / PWR-00976	Various	73%
4600 – Water Fund	WTR-00527	Various	27%
4700 – Power Fund	564301	5390014	
4600 – Water Fund	582400	5390014	
TOTAL			



REVENUES:

FUNDING SOURCE	COST OBJECT (CC/WBS/ORDER)	COST ELEMENT	TOTAL AMOUNT
NA			
TOTAL			

FISCAL IMPACT TO CURRENT BIENNIAL BUDGET: \$1,212,648.00 for 2019/2020

ARE THE EXPENDITURES AND REVENUES PLANNED AND BUDGETED? Yes, the expenditures have been planned and budgeted for 2019/2020 biennium. Expenditures for 2021 will be planned and budget requested as part of the 2021/2022 biennial budget cycle.

IF EXPENSE IS NOT BUDGETED, PLEASE EXPLAIN HOW THEY ARE TO BE COVERED. N/A

APPROVED:

A handwritten signature in black ink, appearing to read 'Jackie Flowers', is written over a blank line.

Jackie Flowers / Director of Utilities

Exhibit "A"

PROFESSIONAL SERVICES CONTRACT

THIS CONTRACT (the "Contract"), is made and entered into effective this 25th day of April, 2019 ("Effective Date"), by and between the **CITY OF TACOMA**, a municipal corporation of the State of Washington (hereinafter referred to as the "CITY"), and **OMNETRIC CORP.**, a Delaware corporation (hereinafter referred to as "CONTRACTOR"). City and Contractor may be referred to herein individually as a "Party" and collectively as the "Parties."

In consideration of the mutual promises and obligations hereinafter set forth, the Parties hereto agree as follows:

1. Scope of Services/Work

- A.** The CONTRACTOR agrees to diligently and completely perform the professional services ("Services") and provide the deliverables ("Deliverables") as defined in Exhibit A "Statement of Work for Implementation Services" attached hereto and incorporated herein (the "Scope of Work," "SOW," or "Exhibit A"). Said Services and Deliverables shall be completed by CONTRACTOR, by subcontractors identified in the SOW, or subcontractors later approved by the CITY in writing ("Subcontractors"). To the extent there is any discrepancy or conflict between and/or amongst the terms of this Contract and the SOW or a change order, the controlling terms for this Contract will be interpreted in the following order of precedence, with the first number being the most controlling, and the last number being the least controlling:
- (1) Any change order,
 - (2) Exhibit A the Scope of Work,
 - (3) This Contract.
- B.** Changes to Scope of Work. Any changes to the Scope of Work will be proposed and approved or rejected in accordance with the Change Control Process set forth in Section 6 of the Scope of Work.

2. Term

- A. Term.** This Contract shall expire December 31, 2021, unless mutually extended in writing by the Parties. Said termination shall not apply to provisions that are expressly identified in this Contract to survive termination.
- B. Force Majeure.** Neither Party shall be considered to be in default in the performance of this Contract to the extent such performance is adversely impacted, prevented or delayed by a cause which is beyond the reasonable control of the affected Party and is not due to such Party's fault or negligence (a "Force Majeure Event" or "FME"). The Party affected by the Force Majeure Event will provide notice to the other Party within a commercially reasonable time and will use commercially reasonable efforts to resume performance. In the event the FME causes delays in contract performance or increases costs to complete the work hereunder, the Parties shall use the Change Order Process specified in Section 6, Exhibit A, to negotiate in good faith and mutually agree by signed written amendment, to extend the period for performance equal to any time lost and equitably adjust the price equal to the reasonable and verified costs incurred as a result of a FME. Obligations not performed due to a FME will be performed, and any Change Orders and/or amendments arising therefrom will be negotiated and completed, as soon as reasonably possible when the Force Majeure Event concludes. CONTRACTOR'S resumption of performance after a

FME shall not be considered a waiver of its right to pursue a change order per the Change Order Process. However, if a FME lasts more than one hundred eighty (180) days, either Party may request a mutual re-negotiation of the Scope of Work and, if that does not occur, the CITY may terminate this Contract.

In the event CONTRACTOR is unable to proceed due to a delay solely attributable to CITY, CONTRACTOR shall advise CITY of such delay in writing as soon as is practicable.

3. Compensation and Payment

- A.** The CITY shall compensate the CONTRACTOR for the Services and Deliverables performed under this Contract as follows:

Check ONLY one:

- ☐ On the basis of Time and Materials according to the rates and charges set forth in Exhibit
- ☒ In accordance with Exhibit A Implementation Statement of Work as a fixed price contract.
- ☐ At the rate of \$ per hour.

- B.** The total price to be paid by CITY for CONTRACTOR'S full and complete performance of the Scope of Work hereunder shall not exceed \$1,212,648.00, plus applicable sales tax, without the written consent of the CITY. Said price shall be the total compensation for CONTRACTOR'S performance under the Scope of Work including, but not limited to, all work, deliverables, materials, supplies, equipment, Subcontractor's fees, and all reimbursable travel and miscellaneous or incidental expenses to be incurred by CONTRACTOR.
- C.** The CONTRACTOR shall submit monthly invoices in a format comparable to the invoice attached hereto and identified as Exhibit B, for Services completed and/or Deliverables furnished pursuant to the milestones set forth in the Scope of Work. Upon CITY'S request, CONTRACTOR shall submit necessary and appropriate documentation, as reasonably determined by the CITY, for all such invoiced Services and Deliverables.
- D.** Payment shall be made through the CITY'S ordinary payment process, and shall be considered timely if made within thirty (30) days of receipt of a properly completed invoice. Payments not timely made shall bear interest calculated from and including the 31st day to but excluding the date paid at the lesser of twelve (12%) per annum or the maximum rate permitted by law.
- E.** The CITY may withhold payment to the CONTRACTOR by rejecting CONTRACTOR'S invoice if (i) CITY finds an error in the invoice, or (ii) CITY determines, in good faith, that any Services or Deliverables are not performed as reasonably required hereunder. If the CITY withholds payment per the above, the CITY shall specify in writing the error in the invoice or the reasonable requirement that was not met. The CITY may withhold payment until such time as the CONTRACTOR corrects the invoice or modifies the Services or Deliverables for which the requirement was not met to the reasonable satisfaction of the CITY, at which time the invoice, or remainder thereof, as applicable, shall be paid by the CITY. In connection with (ii) above, while modifying the nonconforming portion of Services

or Deliverables, CONTRACTOR may submit an invoice for the portion of the invoiced Service or Deliverable that met Contract requirements.

- F. All payments made shall be subject to adjustment for any amounts, upon audit or otherwise, determined to have been improperly paid.
- G. In the event the CONTRACTOR incurs cost in excess of the sum authorized under this Contract (including any change orders or amendments hereto), the CONTRACTOR shall pay such excess from its own funds, and the CITY shall not be required to pay any part of such excess, and the CONTRACTOR shall have no claim against the CITY on account thereof.

4. Independent Contractor Status

- A. The Services and Deliverables shall be furnished by the CONTRACTOR as an independent contractor, and nothing herein contained shall be construed to create a relationship of employer/employee or master/servant. No payroll or employment taxes of any kind shall be withheld or paid by the CITY with respect to payments to CONTRACTOR. The payroll or employment taxes that are the subject of this paragraph include, but are not limited to, FICA, FUTA, federal income tax, state personal income tax, state disability insurance tax and state unemployment insurance tax. By reason of CONTRACTOR's status as an independent contractor hereunder, no workers' compensation insurance has been or will be obtained by the CITY on account of CONTRACTOR. CONTRACTOR may be required to provide the City proof of payment of these said taxes and benefits. If the CITY is assessed or deemed liable in any manner for those charges or taxes in connection with CONTRACTOR'S performance of this Contract, the CONTRACTOR agrees to hold the city harmless from those costs.
- B. The CONTRACTOR shall provide at its sole expense all materials, office space, and other necessities to perform its duties under this Contract, unless otherwise specified in writing herein.

5. Professional Services Warranty

- A. Through completion of performance of the SOW and for six (6) months thereafter (the "Warranty Period"), the CONTRACTOR warrants that (1) all Services required under the this Contract are performed in a professional and workmanlike manner and in accordance with generally-accepted industry standards and (2) the Deliverables required to be delivered per the Scope of Work shall comply with the approved requirements specifications set forth in Exhibit A, provided, that the Services and Deliverables have not been modified or altered in any way by anyone other than by CONTRACTOR, If the Services or Deliverables fail to meet the warranty standards set forth in this Section 5A and CITY promptly reports such non-conformance to CONTRACTOR within the Warranty Period together with a description identifying (1) the nonconformance, (2) the requirement or standard that is not met, and (3) the impact/severity level of the issue, the Parties shall validate the nonconformance so reported and, once validated, the CONTRACTOR shall at its own expense re-perform the relevant Services or Deliverables.
- B. THE RE-PERFORMANCE BY CONTRACTOR SET FORTH IN SECTION 5A ABOVE IS CITY'S SOLE AND EXCLUSIVE REMEDY WITH RESPECT TO ANY BREACH OF THE WARRANTY STATED IN THIS SECTION.
- C. EXCEPT AS SPECIFIED IN SECTION 5A, ALL EXPRESS, IMPLIED, STATUTORY, OR OTHER REPRESENTATIONS AND WARRANTIES, INCLUDING, WITHOUT

LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE, ARE HEREBY EXCLUDED TO THE EXTENT ALLOWED BY APPLICABLE LAW.

- D. CONTRACTOR disclaims all warranties in respect of, and in no case will be liable for, any services provided by third-party vendors, developers, or consultants except those hired by CONTRACTOR (including Subcontractors) to perform some portion of its Services or Deliverables under the Scope of Work.

6. Contract Administration and Right to Audit

- A. Curtis Sneddon, ("Project Manager") shall have primary responsibility for contract administration and approval of Services to be performed by the CONTRACTOR and shall coordinate all communications between the CONTRACTOR and the CITY.
- B. The CONTRACTOR shall, at such times and in such form as the CITY may reasonably require, furnish the CITY with periodic status reports pertaining to the Services undertaken pursuant to this Contract.
- C. During the Term of this Contract, and for six (6) years thereafter, the CITY shall have the right to inspect and audit during normal business hours all pertinent books and records of the CONTRACTOR, that are not attorney-client or work product privileged, and/or all pertinent books and records of any sub-contractor or agent of CONTRACTOR, that are not attorney-client or work product privileged, that performed Services or furnished Deliverables reasonably related to the Scope of Work hereunder, as reasonably needed by CITY to assess performance, compliance, and quality assurance under this Contract. CONTRACTOR shall, upon three (3) business days of receipt of written request for such inspection and audit from CITY, allow the CITY to inspect such records. Said inspection shall occur at such reasonable location agreed upon by the Parties. The CITY shall bear the cost of any inspection audit requested hereunder.

CONTRACTOR shall ensure that the foregoing inspection, audit and copying rights of the CITY are a condition of any subcontract, agreement or other arrangement under which any other person (not an employee of CONTRACTOR) or entity is permitted by CONTRACTOR to perform its work under this Contract.

7. Records Retention

The CONTRACTOR shall retain and maintain records related to this Contract and the performance of this Contract, except as otherwise authorized by the CITY, for a period of six (6) years after receipt of the final payment under this Contract or termination of this Contract.

8. Notices

Except for routine operational communications, which may be delivered personally or transmitted by electronic mail, delivery and read receipt requested, all notices required hereunder shall be in writing and shall be deemed to have been duly given if delivered personally or mailed first-class mail, postage prepaid, to the parties at the following addresses or delivered by email, delivery and read receipt requested:

CITY	CONTRACTOR:
Name: Andre Pedeferri	Name: David Matula
Phone: (253) 502-8997	Phone: (847) 770-3394
E-mail: apedeferri@cityoftacoma.org	E-mail: david.matula@omnetric.com
Address: 3628 S 35 th St. Tacoma, WA 98409	Address: 887 Deerfield Parkway Buffalo Grove, IL 60089

With a copy to:

CITY	CONTRACTOR with a copy to:
Name: Andrea Berry	Name: Mike Yazvec
Phone: (253) 502-8269	Phone: 952 484-5505
E-mail: aberry@cityoftacoma.org	E-mail: Michael.yazvec@siemens.com
Address: 3628 S 35 th St. Tacoma, WA 98409	Address: 10900 Wayzata Blvd, Suite Minnetonka, MN 55305

9. Termination and Suspension

- A. Termination without Cause.** The CITY may terminate this Contract at any time without cause by giving thirty (30) days written notice to CONTRACTOR. Upon such termination without cause, all finished Deliverables prepared by the CONTRACTOR pursuant to this Contract shall be provided to the CITY, without warranty of any kind after termination. Further, in the event of such termination without cause, the CITY shall pay the CONTRACTOR the amount due for Services performed under the Contract, materials ordered, Deliverables delivered and not fully paid, and all reasonable and unavoidable disbursements and expenses that CONTRACTOR has incurred or become obligated for in connection with this Contract up to the effective date of termination, not to exceed the total compensation set forth herein. The payment described in this Section shall include the overhead amounts factored into the fixed prices specified in this Contract.
- B. Termination for Cause.** The CITY may terminate this Contract for cause including CONTRACTOR's material default by providing written notice to CONTRACTOR. Said written notice shall specify the default and provide CONTRACTOR a reasonable period, not less than thirty (30) days, to cure such default. In the event such default is not cured and termination for cause occurs, the Parties shall meet to discuss reasonable transfer and wind up terms, including the effective date of termination, any Services performed or to be performed, any payments to be made and identify all finished Deliverables prepared by the CONTRACTOR pursuant to this Contract for which CONTRACTOR has been fully paid which shall be provided to the CITY, without warranty of any kind after termination.
- C. Suspension.** The CITY may suspend this Contract, at its sole discretion, upon seven (7) business days' written notice to the CONTRACTOR. Such notice shall indicate the anticipated period of suspension. The CONTRACTOR shall resume performance of Services and Deliverables under this Contract as promptly as practicable when the suspension period ends. CONTRACTOR'S resumption of performance after a suspension shall not be considered a waiver of its right to pursue a change order per the Change Order Process. For suspensions other than for CONTRACTOR's material default, CONTRACTOR shall be allowed reimbursement for expenses incurred due to the suspension per the Change Order Process. Such expenses shall be documented by

a signed Change Order or amendment and limited to the CONTRACTOR'S reasonable expenses and shall be subject to verification.

CONTRACTOR may suspend its performance in the event undisputed invoices are not paid before sixty (60) days after the date of invoice. CONTRACTOR shall resume performance of Services promptly following payment by CITY of such invoices.

- D. Termination or suspension of this Contract shall not constitute a waiver of any claims or remaining rights either Party may have against the other relative to performance hereunder.

10. Taxes, Licenses and Permits

- A. Except for sales, use, or similar taxes applicable to the Deliverables or Services provided hereunder which shall be the responsibility of the CITY, the CONTRACTOR acknowledges that it is responsible for the payment of all charges and taxes applicable to the Services and Deliverables performed under this Contract, and the CONTRACTOR agrees to comply with all applicable laws regarding the reporting of income, maintenance of records, and all other requirements and obligations imposed pursuant to applicable law. If either Party is assessed, made liable, or responsible in any manner for such charges or taxes for which the other Party is responsible above, the responsible Party agrees to hold the other harmless from such costs.
- B. The CONTRACTOR, at its expense, shall obtain and keep in force any and all necessary licenses and permits required to be held in its name to perform this Contract. The CONTRACTOR shall obtain a business license as required by Tacoma Municipal Code Subtitle 6B.20 and shall pay business and occupation taxes as required by Tacoma Municipal Code Subtitle 6A.30.

11. Indemnification

- A. The CONTRACTOR shall indemnify, defend, and hold harmless the CITY, its officials, officers, agents, employees, and volunteers, from any and all third-party claims (which for purposes of this Section shall expressly also include these claims made against CITY by CONTRACTOR's employees), demands, damages, lawsuits, liabilities, losses, liens, expenses and costs for i) personal injury, ii) death, or iii) damage to tangible third party personal property arising, in the case of each of i), ii), and iii) above, from the negligence of CONTRACTOR in performing its obligations under this Contract. This provision shall not apply to the extent that damage, death or injury results from the negligence of the CITY, or its officials, officers, agents, employees or volunteers.
- B. Notwithstanding anything to the contrary in Section 11.A above and for purposes of the above indemnification and defense, CONTRACTOR specifically waives any immunity under the Washington state industrial insurance law, Title 51 RCW. THE CONTRACTOR RECOGNIZES THAT THIS WAIVER WAS THE SUBJECT OF MUTUAL NEGOTIATION.
- C. The indemnification in Section 11.A. shall extend to and include attorneys' fees for, and the cost of establishing the right of indemnification hereunder in favor of, the CITY. This indemnification shall survive the termination of this Contract.
- D. CONTRACTOR'S obligation under Section 11.A. and 17 G are conditioned on the CITY (1) providing the CONTRACTOR with reasonably prompt notice in writing of such action, (2) permitting the CONTRACTOR, through mutually acceptable counsel, to answer and defend the claim(s), and (3) providing the CONTRACTOR with reasonable information and assistance to help defend claim(s) at CONTRACTOR's expense.

CITY may employ separate counsel and participate in the defense of a claim at its own expense.

Except for depositions, open court proceedings or other live/oral court-related proceedings, neither Party will stipulate, admit, or acknowledge any fault or liability of the other Party without its prior written consent. Neither Party will settle any such claim if the settlement includes an admission of fault or liability by the other Party, nor publicize any settlement, without the other Party's prior written consent.

12. Insurance

During the course and performance of the Services herein specified and for the entire term of the Contract, CONTRACTOR will maintain the insurance coverage in the amounts and in the manner specified in the City of Tacoma Insurance Requirements attached as Exhibit C and applicable to the Services and Deliverables provided under this Contract. The City of Tacoma Insurance Requirements document is fully incorporated herein by reference. CONTRACTOR shall not begin work under the Contract until the required insurance has been obtained and approved by CITY. Proof of insurance shall be provided by CONTRACTOR as is specified in the City of Tacoma Insurance Requirements.

13. Nondiscrimination

The CONTRACTOR agrees to take all steps necessary to comply with all federal, state, and CITY laws and the CITY policies set forth below in this Section 13 regarding non-discrimination and equal employment opportunities. The CONTRACTOR shall not discriminate in any employment action because of any legally protected classification, such as race, religion, creed, color, national origin or ancestry, sex, gender identity, sexual orientation, age, marital status, familial status, veteran or military status, the presence of any sensory, mental or physical disability or the use of a trained dog guide or service animal by a disabled person. In the event of non-compliance by the CONTRACTOR with any of the non-discrimination provisions of this Contract, the CITY shall be deemed to have cause to terminate this Contract.

14. Conflict of Interest

No officer, employee or agent of the CITY, nor any member of the immediate family of any such officer, employee or agent as defined by City ordinance, shall have any personal financial interest, direct or indirect, in this Contract, either in fact or in appearance. The CONTRACTOR shall comply with all applicable federal, state, and City conflict of interest laws, statutes and regulations. The CONTRACTOR represents that the CONTRACTOR presently has no interest and shall not acquire any interest, direct or indirect, in the program to which this Contract pertains which would conflict in any manner or degree with the performance of the CONTRACTOR'S Services and obligations hereunder. The CONTRACTOR further covenants that, in its performance of this Contract, Contractor shall not employ any person having any such interest. The CONTRACTOR also agrees that its violation of the CITY'S Code of Ethics contained in Chapter 1.46 of the Tacoma Municipal Code shall constitute a breach of this Contract subjecting the Contract to termination.

15. Compliance

CONTRACTOR will comply with the following policies and directives of the CITY.

- A. Use of City Trademarks.** CONTRACTOR may only use the CITY trademarks for the Services and Deliverables, or with the approval of the CITY under the following section 15.B.
- B. Use of City of Tacoma and Tacoma Public Utilities Logo.** The CITY requires internal review and preapproval for the use of the City of Tacoma and Tacoma Public Utilities (TPU) logo other than under Section 15.A. The logo must be included on all materials and advertising approved for use. CONTRACTOR acknowledges and agrees that the CITY is the lawful owner of all right, title and interest in and to the CITY's trademarks and logos and that CONTRACTOR will at no time dispute or contest, directly or indirectly, the CITY's exclusive right and title to, and validity of, its trademarks and logo. CONTRACTOR agrees to take no action inconsistent with the CITY's ownership of its trademarks and logo. The CITY must pre-approve the use of the Tacoma Power logo and any logo products or brochures prior to use.
- C. Policies and Procedures.** As used herein, "Applicable Policies" means those policies specified in this Contract and all other CITY policies, procedures, or applicable training requirements specified in the SOW or provided in writing by CITY to CONTRACTOR. CONTRACTOR shall comply with all Applicable Policies by the Effective Date. For Applicable Policies provided to CONTRACTOR after the Effective Date, CONTRACTOR shall have thirty (30) days from the date CONTRACTOR was provided said Applicable Policies to come into compliance.
- D. Policy Changes.** City may change its policies. All changes during the Term to any Applicable Policies will apply to CONTRACTOR only 30 days after City makes the changes available in writing to CONTRACTOR.
- E. Policy or Law Impacts.** If (i) Applicable Policies provided to CONTRACTOR after the Effective Date, (ii) changes to applicable law after the Effective Date, or (iii) changes to said Applicable Policies materially impact the CONTRACTOR's obligations (including additional indemnification obligations), or performance with respect to (i) the delivery schedule, or (ii) fees or other costs for the Services or Deliverables under this Contract, then CONTRACTOR will promptly notify City and provide an explanation of the material impacts. Upon City's receipt of CONTRACTOR's notice, the Parties will work together in good faith through the Change Order Process to address those impacts.

16. Ownership of IP and CITY Data in Services and Deliverables

- A.** "Intellectual Property" or "IP" means those intangible rights in commercially valuable products of the human intellect which are recognized as intellectual property by the laws of sovereign nations. Intellectual Property includes, but is not limited to, moral rights, work product, trademark, copyright, trade secrets, service marks, and patent rights.
- B.** Each Party will own and retain all rights, title and interest in its IP, whether pre-existing, or conceived, produced or developed outside or under this Contract, and all derivative works relating thereto. CITY shall procure all software licenses and other third-party IP rights. Further, the CITY shall ensure CONTRACTOR has the right to legally access and use such software and other third-party IP required in connection with CONTRACTOR's performance of the Services/Deliverables (the "CITY Third-Party IP").
- C.** CONTRACTOR's IP shall remain owned by CONTRACTOR. Upon receipt of all amounts due under this Contract, the CONTRACTOR hereby grants CITY solely for the CITY's

internal business operations described in the Contract, a perpetual, royalty-free, limited, non-exclusive, non-transferable license to use, copy, configure and translate any of CONTRACTOR's IP included in the Deliverables and/or Services (the "Licensed IP"). The CITY shall own all remaining right, title, and interest in any Services and Deliverables.

- D. Intellectual Property Indemnification. CONTRACTOR will, at its option and expense, subject to the conditions set forth elsewhere herein, defend or settle any suit or proceeding brought by a third party against CITY based on an allegation that the use, as licensed above, of the Licensed IP by the CITY constitutes an infringement of any Patent Cooperation Treaty country member's patent or misappropriation of a third party's trade secret or US copyright. This indemnification does not apply to claims arising out of the access or use by CONTRACTOR or CITY of (i) CITY Third-Party IP required to be procured by the CITY as provided above and/or (ii) CITY Data or Confidential Information used, included or embedded in the Services or Deliverables.

CONTRACTOR will pay all reasonable costs and damages finally awarded against City in any such action that are specifically attributable to such claim or those costs and damages agreed to in a monetary settlement of such action. If the use, as licensed above, by the CITY of the Licensed IP, as a result of any suit or proceeding so defended is held to constitute infringement or its use by CITY is enjoined, CONTRACTOR will, at its option and expense, either: (i) procure for CITY the right to continue using such Licensed IP; (ii) replace it with substantially equivalent non-infringing services and/or deliverables; or (iii) modify the same so it is non-infringing. This indemnification shall extend to and include attorneys' fees and the cost of establishing the right of indemnification hereunder in favor of the CITY.

CONTRACTOR'S obligation hereunder is conditioned on (a) the CITY notifying the CONTRACTOR promptly in writing of such action, (b) the CITY giving the CONTRACTOR sole control of the defense thereof and any related settlement negotiations, (c) the CITY not making admissions adverse to the CONTRACTOR'S interests and (d) cooperating with the CONTRACTOR in such defense.

- E. CITY reserves all rights, title and interest in and to CITY Data. CONTRACTOR makes no claim to any right of ownership in it. CONTRACTOR has no interest in, may assert no lien on or assert any right to withhold from CITY any CITY Data it receives from, receives addressed to, or stores on behalf of the CITY.

"CITY Data" means all Applicable Customer Information (defined below). CITY Data also includes all non-public information provided to CONTRACTOR by CITY or by a third party on behalf of CITY and in connection with this Contract during the Term, related to CITY networks or systems, business financial information and processes, suppliers, research data, trade secrets, and cybersecurity information related to critical infrastructure.

Electronic exchanges regarding project management or scheduling or transmittals that do not include CITY Data (as defined above) shall not be considered CITY Data. To the extent there is any uncertainty as to whether any data constitutes CITY Data, the data in question shall be treated as CITY Data until a determination is made by the CITY. The CITY will work with the CONTRACTOR to establish a secure information exchange process during the contract term, which the Parties agree shall include CONTRACTOR's secure file exchange process and the CITY's similar process.

- F. This Section 16 shall survive termination of this Contract.

17. Duty of Confidentiality

A. Confidential Information. The Parties acknowledge and agree that to accomplish the objectives of this Contract, information of a confidential, proprietary and/or sensitive nature may be disclosed to each other and that unauthorized disclosure of Disclosing Party's Confidential Information may cause substantial economic loss or harm to the Disclosing Party. Each Party retains all right, title, and interest in and to its Confidential Information.

B. Definitions.

- **"Customer Information"** as used herein shall mean private or proprietary customer information consisting of (a) a utility customer's personally identifying information which includes a customer's name, address, telephone number, and email address or similar information that can be used to identify, contact, or locate a utility customer; (b) information that relates to the source, technical configuration, destination, power delivery location/address, and amount of electricity used by a retail utility customer; (c) a retail utility customer's payment history, and household data that is made available by the customer solely by virtue of the utility-customer relationship; and (d) information contained in a retail electric customer's bill.
- **"Applicable Customer Information"** shall mean that Customer Information the CITY provides to CONTRACTOR or CONTRACTOR accesses from CITY during the Term to perform the Services and to complete the Deliverables of this Contract.
- **"Confidential Information"** shall include (a) Applicable Customer Information, (b) in the case of written and/or electronic information, all data, documents, records and materials marked or otherwise identified as "confidential" or "proprietary," (c) in the case of oral disclosures, information identified at the time of disclosure as confidential and/or proprietary and confirmed in writing as such by the Disclosing Party within fifteen (15) calendar days of the disclosure to Recipient, and/or (d) that should reasonably have been understood by the Recipient because of legends or other markings (e.g. marked confidential), to be proprietary and confidential to the Disclosing Party. "Confidential Information" shall not include information that: (1) was known to the Recipient without breach of any contractual, fiduciary, or other obligations to Disclosing Party prior to disclosure; (2) is or becomes part of the public domain by means other than by breach of Recipient's obligations hereunder; (3) can be demonstrated to have been independently developed by Recipient without reference to the Disclosing Party's Confidential Information, or (4) is required to be disclosed by operation of law or pursuant to order of a governmental agency with jurisdiction.

C. Restriction on Release. Except for disclosure of information and documents to Recipient's employees, agents, or Subcontractors who have a substantial need to know such information in connection with Recipient's performance of obligations under this Contract (and/or any related contract between the Parties) the Recipient shall not, without prior written authorization by the Disclosing Party, allow the release, dissemination, distribution, sharing, or other publication or disclosure of Disclosing Party's Confidential Information obtained, discovered, shared or produced by Disclosing Party pursuant to this Contract (and/or any related contract between the Parties).

D. Confidentiality Obligations. Recipient shall hold in confidence and protect the Confidential Information from disclosure to anyone not authorized to receive, view or use said information, which duty shall include taking reasonable precautions, but in no event less than due care, to prevent disclosure, publication, reproduction or dissemination of the

Confidential Information to anyone not authorized to receive or view same. Recipient agrees to return or destroy the Confidential Information of the other Party that is in its possession no later than promptly after completion of performance of this Contract or such earlier time upon the request of Disclosing Party, provided that while in Recipient's possession, such Confidential Information shall remain subject to these terms. Notwithstanding the above, Recipient may retain Confidential Information as required by applicable law or records retention policies.

- E. Restrictions and Liability Related to Applicable Customer Information.** CITY shall only provide the Applicable Customer Information to CONTRACTOR to the extent (1) CITY is allowed do so by applicable law and such Applicable Customer Information is directly related to conduct of the CITY utility business, and (2) the particular aspect of such Applicable Customer Information is required for the CONTRACTOR to be able to perform the Services and deliver the Deliverables hereunder. If any Applicable Customer Information is needed by third parties in connection with CONTRACTOR's performance of its obligations, CITY shall provide it to those third parties.
- F.** CONTRACTOR shall not sell or disclose any Applicable Customer Information obtained from the CITY (of which the utility is a part) to a party that is not the CITY.
- G.** The Parties shall comply with their respective obligations of nondisclosure and related restrictions set forth in RCW 19.29A.100. CONTRACTOR shall indemnify, defend, and hold CITY harmless from any third party claims, expenses, demands, loss, damages, liability, judgments, penalties, causes of action, or enforcement actions brought against CITY arising from or related to CONTRACTOR's violation of its obligations under RCW 19.29.100 (which are set forth in Section 17F). The obligations related to this Subsection G shall apply to Contractor only while Applicable Customer Information is in its possession (until it is returned or destroyed as provided in Section D above).
- H. Confidentiality Obligations of Employees, Agents, Etc.** Recipient shall inform its employees, agents, and Subcontractors of the confidentiality obligations under this Contract and instruct them so as to ensure such obligations are met. If so requested by the Disclosing Party, the Recipient further agrees to require all such individuals and entities performing services for Recipient pursuant to this Contract to execute a Confidentiality and Non-Disclosure Agreement in a form reasonably acceptable to Disclosing Party.
- I. Public Disclosure.** Notwithstanding anything to the contrary in this Section 17 the CITY may be **required**, upon request, to disclose Confidential Information pursuant to the Washington State Public Records Act, Chapter 42.56 RCW (Public Records Act) unless a statutory exemption applies. Therefore, if CONTRACTOR provides the CITY with records that CONTRACTOR considers confidential or proprietary, CONTRACTOR shall mark all applicable pages of said record(s) as "Confidential" or "Proprietary." In the event CITY receives a request for disclosure pursuant to the Public Records Act, determines in its legal judgment that no applicable statutory exemption to disclosure applies, and CONTRACTOR has clearly marked the requested item as "Confidential" or "Proprietary," CITY agrees to provide CONTRACTOR ten (10) days written notice of impending release. Should legal action thereafter be initiated by CONTRACTOR to enjoin or otherwise prevent such release, all expense of any such litigation shall be borne by CONTRACTOR, including any damages, attorney's fees or costs awarded by reason of having opposed disclosure. CITY shall not be liable for any release where notice was provided and CONTRACTOR took no action to oppose the release of information. If CONTRACTOR has failed to so mark record(s), then (1) the CITY, upon request, may release said record(s) without the need to satisfy the notice requirements above; and (2) the CONTRACTOR expressly waives its right to allege any kind of civil action or claim against the CITY pertaining to the release of

said record(s). Notice of any proposed release of information pursuant to Chapter 42.56 RCW, shall be provided to CONTRACTOR according to the "Notices" provision herein.

- J. Survival** This Section 17 shall survive for six (6) years after the termination or expiration of this Agreement.

18. Infrastructure and Data Security

From and after the Effective Date, CONTRACTOR will comply with the terms and conditions of Exhibit D – Infrastructure and Data Security attached hereto and made a part of this Contract between the Parties while CONTRACTOR has access to and/or possession of CITY's Data or access to CITY's network(s) as provided in Exhibit D until such time as CONTRACTOR no longer has such access and/or possession, or has returned or destroyed such CITY Data as provided in Section 17D of this Contract.

19. Useful Information, Access, and Cooperation.

Upon reasonable advance written request from CONTRACTOR, CITY shall timely provide CONTRACTOR with: (a) Useful Information, as defined below, and (b) access to CITY's premises, applicable development systems, and computer environments as (a) and (b) are necessary and appropriate for the performance of the Services. Said requests must be reasonable in scope and range. "Useful Information" means information relating to the business of the CITY and other information which is reasonably connected with the Services or which Customer's Project Manager or Key Employees are aware that could reasonably be expected to be helpful to CONTRACTOR in performing the Services hereunder (collectively, "Useful Information"). The above described release of Useful Information or access shall be subject to the requirements of any third party confidentiality agreements, confidentiality or security concerns, and/or city policies and procedures. If CITY is prohibited by any third-party confidentiality agreement or otherwise from disclosing any Useful Information or providing such access, CITY shall make good faith efforts to obtain consent from the applicable third party to disclose such Useful Information and/or provide such access. To the extent such Useful Information includes Customer Information or Confidential Information, disclosure and use of said information shall comply with the restrictions of Section 17. If the CONTRACTOR intends to rely on information or data supplied by the CITY other than that obtained in the related RFP, Scope of Work, Useful Information or directions given by the CITY's Project Manager, other CITY contractor's or other generally reputable sources without independent verification, such intent shall be brought to the attention of the CITY. Upon reasonable advance written request from CONTRACTOR, the CITY shall provide CONTRACTOR reasonable cooperation from employees as necessary and appropriate for performance of Services.

20. Dispute Resolution

In the event of a dispute pertaining to this Contract, the parties agree to attempt to negotiate in good faith an acceptable resolution. This provision does not limit either Party's right to terminate authorized by this Contract.

21. Limitation of Liability

NEITHER PARTY WILL BE LIABLE TO THE OTHER FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, INDIRECT, COLLATERAL, EXEMPLARY, OR PUNITIVE DAMAGES (INCLUDING DAMAGES FOR LOST REVENUE, AND/OR PROFITS, LOST USE, DAMAGES BASED ON CITY'S THIRD PARTY CONTRACTS), ARISING OUT OF THIS CONTRACT REGARDLESS OF WHETHER THE LIABILITY IS BASED ON BREACH OF CONTRACT, TORT, STRICT LIABILITY, BREACH OF WARRANTIES OR OTHERWISE,

AND EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF THOSE DAMAGES.

LIABILITY UNDER THIS CONTRACT IS LIMITED TO TWO (2) TIMES THE AMOUNT OF THE CONTRACT.

THE LIMITATIONS ON CONTRACTOR'S LIABILITY SET FORTH IN THIS SECTION DO NOT APPLY TO LIABILITY ARISING:

- (1) UNDER CONTRACTOR'S DUTY TO INDEMNIFY THE CITY FOR THIRD-PARTY CLAIMS UNDER SECTION 11A or SECTION 16D OF THIS CONTRACT; OR
- (2) FROM CONTRACTOR'S FRAUD IN THE PERFORMANCE OF THIS CONTRACT; OR
- (3) FROM PROCEEDS OF INSURANCE REQUIRED UNDER EXHIBIT C, UP TO THE LIMIT OF THE APPLICABLE INSURANCE THEREIN REQUIRED.

This Section shall survive the termination or expiration of this Contract.

22. Miscellaneous Provisions

- A. Governing Law and Venue.** Washington law shall govern the interpretation of this Contract, without reference to its conflicts of laws principles. The state or federal courts in Washington State shall be the venue of any litigation arising out of this Contract.
- B. Assignment.** The CONTRACTOR (except to one of its affiliates) shall not assign, subcontract, delegate, or transfer any obligation, interest, or claim to or under this Contract without the prior written consent of the CITY.
- C. No Third-Party Beneficiaries.** This Contract shall be for the sole benefit of the parties hereto, and nothing contained herein shall create a contractual relationship with, or create a cause of action in favor of, a third party against either party hereto.
- D. Waiver.** A waiver or failure by either party to enforce any provision of this Contract shall not be construed as a continuing waiver of such provisions, nor shall the same constitute a waiver of any other provision of this Contract.
- E. Severability and Survival.** If any term, condition or provision of this Contract is declared void or unenforceable or limited in its application or effect, such event shall not affect any other provisions hereof and all other provisions shall remain fully enforceable. The provisions of this Contract, which by their sense and context are reasonably intended to survive the completion, expiration or cancellation of this Contract, shall survive termination of this Contract.
- F. Export Compliance.** CITY acknowledges that CONTRACTOR is required to comply with applicable export / import laws and regulations relating to the sale, export, import, transfer, assignment, disposal and use of the Deliverables, including any export / import license requirements. CITY agrees that the Deliverables will not at any time directly or indirectly be used, exported, imported, sold, transferred, assigned or otherwise disposed of in a manner which will result in non-compliance with any export / import laws and regulations. CONTRACTOR'S continuing performance hereunder is conditioned on compliance with such export / import laws and regulations at all times.
- G. Entire Agreement.** This Contract and the attached Exhibits, as modified herein, contain the entire agreement between the parties as to the services to be rendered hereunder. All previous and contemporaneous agreements, representations or promises and conditions

relating to the subject matter of this Contract are superseded hereby.

H. Modification. No modification or amendment of this Agreement shall be effective unless set forth in writing and signed by the Parties.

I. Counterparts. This Contract (and any other exhibit, attachment, or schedule hereto) may be executed in one or more counterparts, including electronically, by original signature or approved DocuSign, all of which shall be deemed an original, and together constitute one and the same instrument.

J. Authority to enter into this Contract. The undersigned representative, by his/her signature below, represents and warrants that he/she is duly authorized to execute this legally binding Contract for and on behalf of the Party for which he/she is signing.

IN WITNESS WHEREOF the parties hereto have accepted and executed this Contract as of the Effective Date first written above.

CITY OF TACOMA

OMNETRIC CORP.

By: _____

By: _____

OMNETRIC CORP.

By: _____

(City of Tacoma use only - blank lines are intentional)

Director of Finance: _____

City Attorney: _____

Approved By: _____

Approved By: _____

Approved By: _____

Approved By: _____

Approved By: _____

Approved By: _____

Approved By: _____

Approved By: _____

Exhibit A

Implementation Statement of Work

This Exhibit A Statement of Work (the “SOW”) is between the City of Tacoma (CITY), and Omnetric Corp (CONTRACTOR), and is attached to, incorporated into, and subject to the Professional Services Contract (“Contract”). CONTRACTOR and CITY may be referred to as the “Parties” or a “Party”, as applicable.

Project Background

Capitalized terms used but not defined in this SOW have the meaning assigned them in the Professional Services Contract. This SOW describes activities, roles and responsibilities of the parties for the work associated with the planning, design, implementation, acceptance testing and deployment of a Meter Data Management System (“MDMS”). CITY is implementing an AMI solution inclusive of an MDM solution. The AMI technology is from, a third party, Sensus. This Statement of Work applies to the configuration of the MDMS and the integration of the MDMS with the AMI Head End Server (“HES”) and CITY’s instance of SAP. CITY has requested the Services (“Services”) and deliverables (“Deliverables”) set forth below which are incorporated herein by reference and all of which are deemed part of the work to be provided pursuant to the Contract. All amounts in this SOW are in US Dollars.

CONTRACTOR will collaborate with CITY and its System Integrator (“SI”) throughout the project as outlined in the Roles and Responsibilities Matrix and each section of this SOW. Because the Roles and Responsibilities Matrix is intended as a convenient summary, the text of this Scope of Work will control in the event of a conflict or inconsistency with the Roles and Responsibilities Matrix. The Parties will continue to work together in good faith to further define the specific deliverables and timelines.

General Assumptions

Any work beyond the Contract termination date and any task beyond those stated in this SOW is considered out of scope. Any change to any task or assumption, including any change to quantities or other parameters referenced in this SOW must use the Change Control Process specified in Section 6. Either party shall have the right to make changes within the general scope of Services and/or Deliverables upon execution in writing of a mutually agreed to change order or amendment hereto as provided for in the Change Control Process.

CITY may terminate this SOW in accordance with the Professional Services Contract.

1 Introduction

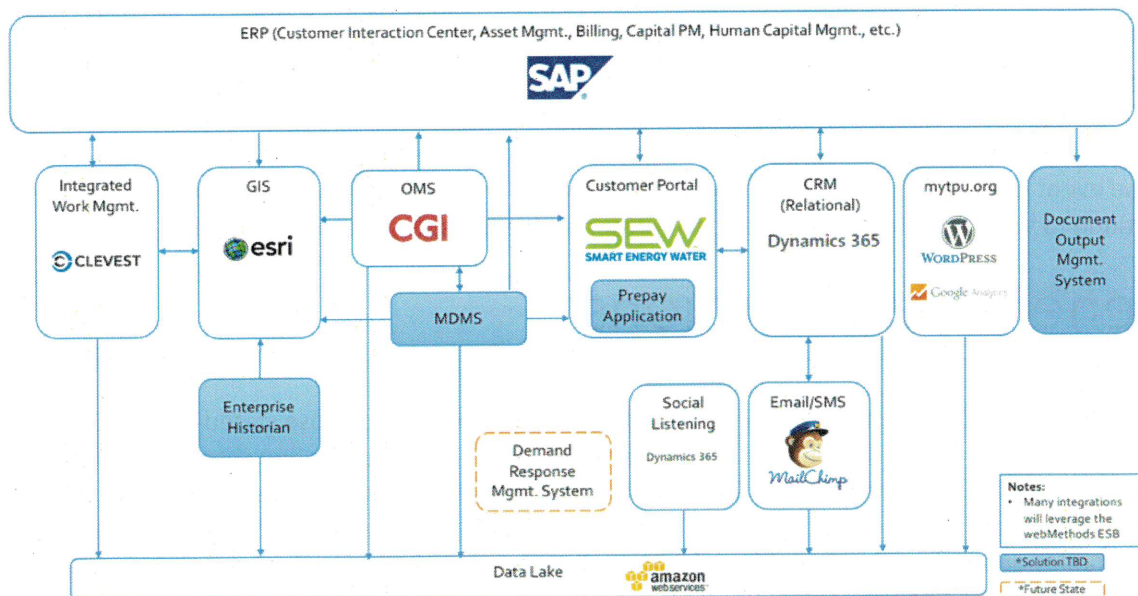
1.1 AMI at CITY

CITY expects to reach all of its meters and customers with its Advanced Metering Infrastructure ("AMI") to perform the following, but not limited to, functions (note that the items in this section are long term goals and are not necessarily intended to be functional requirements of this SOW):

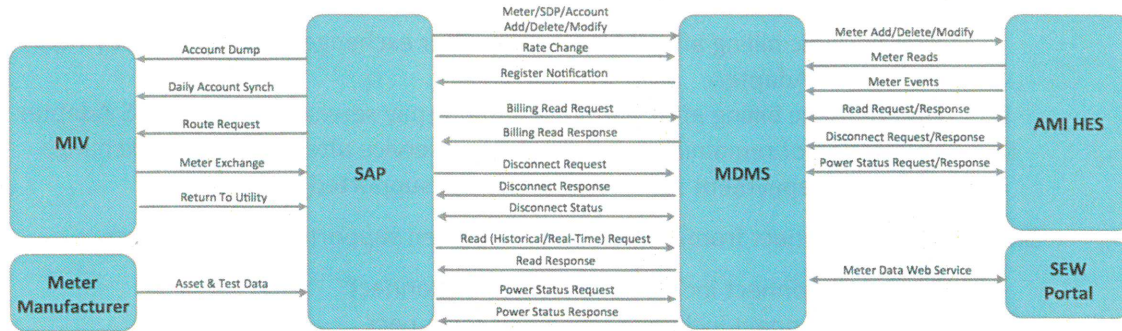
- Automated Meter Reading for CITY electric and water meters
- Outage and Pressure Management
- Dynamic Voltage Control and Management
- Engineering Analysis
- Prepayment
- Remote Turn On and Off/ Remote disconnect
- Distributed Automation Control

1.2 Solution Architecture

CITY requires the integration of the chosen MDM solution to various existing utility systems. The diagram below is the tentative solution architecture for CITY.



The diagram below is the tentative integration architecture for the first implementation of the Meter Data Management System ("MDMS") under this SOW.



CITY requires the Services and Deliverables to configure the MDMS and to integrate the MDMS to SAP and the Sensus AMI Head End Server ("HES") Regional Network Interface ("RNI") to meet the following use cases:

1. Asset Life Cycle
 - i. Receipt and testing of new AMI electric meters, AMI water meters, AMI communications modules for water meters and AMI network devices
 - ii. Installation, removal and exchange of AMI network devices
 - iii. Installation, removal and exchange of AMI electric meters
 - iv. Installation, removal and exchange of AMI water meters
 - v. Installation and exchange of AMI communications modules for water meters
2. Mass Deployment
 - i. Exchange of legacy electric meters by AMI electric meters
 - ii. Exchange of legacy water meters with AMI water meters
 - iii. Field retrofit of legacy water meters with AMI communications modules
 - iv. Provisioning and commissioning of new AMI meters and modules
3. Billing from AMI meters
 - i. First monthly periodic bill after AMI meter exchange (both electric and/or water)
NOTE: Water meter billing has ties to wastewater billing
 - ii. First bimonthly periodic bill after AMI meter exchange (both electric and/or water)
 - iii. First full periodic billing from AMI meters (both monthly and bimonthly, both electric and water)
 - iv. Off-cycle periodic billing from AMI meters (currently budget billing off cycle estimation, both electric and/or water)
 - v. Periodic billing with estimated prior period on AMI meter (both electric and water)
 - vi. Final bill from AMI meters (both monthly and bimonthly, both electric and/or water)
 - vii. First periodic bill after move-in on AMI meter (both monthly and bimonthly, both electric and/or water)
 - viii. First periodic bill after AMI meter replaced with standard read meter (both electric and water)
 - ix. On demand read of AMI meter and/or use midnight read for forced move out/move in, move out/owner allocation move in, for current and/or future day
 - x. Use specific midnight reading for back dated move in or move out
 - xi. Full periodic bill with missing AMI meter data

- xii. Reading and billing validations and exception (BPEM) management
- 4. Pre-pay service for AMI electric and, in the future, water meters
 - i. First periodic billing after AMI electric meter exchanges (existing prepayment) via SAP MDUS Adapter
 - ii. First periodic billing after enrollment in pre-pay service via SAP MDUS Adapter
 - iii. Calculation of remaining funds on pre-pay service after AMI meter exchange (existing prepayment summary), this is not supported by the MDM
- 5. Disconnect/Connect from AMI electric and, when supported, water meters
 - i. Service disconnect including scheduled disconnect
 - ii. Service reconnect including scheduled reconnect
 - iii. Dunning/Credit disconnect
 - iv. Dunning/Credit reconnect
 - v. Disconnection on pre-pay service when no funds remain
 - vi. Reconnect on pre-pay after no funds disconnect
 - vii. Service disconnect hold for life support customers
 - viii. Prepayment disconnect hold
- 6. Customer Services Support
 - i. High Bill Complaint
 - ii. On Demand Read and display
 - iii. Historical data request and display ping results
 - iv. Integration with customer data portal

2 Detailed Statement of Work

The CONTRACTOR shall perform the Services and/or Deliverables described herein. This project will be conducted in four stages: 1) Blueprint 2) Configuration 3) Testing 4) Production/Cutover.

2.1 General Scope

The general scope of this SOW includes the delivery of the configured and tested core EnergyIP™ Version 8 product to meet the approved requirements from the Blueprint stage. Configured components, feature sets and applications included in this SOW are:

- AMI Data Store
- Meter Usage Data Repository
- Data Collection Operations
- Real-time Data Processing
- Data Synchronization Engine
- Service Requests
- Real-time Validation, Estimation and Editing (VEE) for up to 10 VEE services
- TOU Framing Service (up to four [4] services)
- Virtual Channels (for coincidence peak and totalizer billing)
- Web-based User Interface
- System Administration Console
- Operational Dashboard
- BIRT Reporting Framework
- Data Request Web Services
- Automated Meter Provisioning
- Device Tracking via Master Sync and Provisioning
- AMI Systems Monitoring (Non-Reporting Meters Detail Report, Meter Event Reports)
- AMI Exception Handling
- Device Management Reports (Provisioning Reports and Device Event Reports)
- Event Notification Services via SAP MDUS Adapter
- Event Analyzer (configured for up to 50 events). CITY will have the ability to add additional events.
- Workflow Engine
- Activity Gateway Interface
- Sensus RNI AMI Integration Adapter
- Register Billing Application
- Interval Billing Application
- On Demand Read

- Remote Connect Disconnect Application
- Custom Reports
 - To be determined in workshops (e.g. Data Synchronization Export)
- Implementation of the following interfaces/adapters/importers:
 - Sensus RNI AMI Integration Adapter
 - SAP MDUS Adapter to include:
 - Master Data Synchronization
 - Billing cycle meter data requests for all required billing determinants
 - Scheduling of service disconnects and reconnects
 - On-request meter reading
 - On-request remote disconnect and reconnect
 - On-request power and remote switch status
 - Notification of MDUS Events via Service Requests
 - Note: Through the Requirements workshop process, SUPPLIER will confirm the need for any other integration functionality
 - Activity Gateway Integration Adapter
 - Service order creation and update
 - Standard Web Services Adapter for export of Meter Data in support of a data portal

Optional scope of this project that would require a Change Order includes:

- Front end Processor to support Real-Time Data Processing

AMI Adapters shall be defined as interfaces that allow bi-directional exchange of data between EnergyIP™ and the Sensus AMI technology on a real-time or near real-time basis. The specific functionality of each AMI adapter will be implemented per Blueprint deliverables. However, functionality is expected to include automated provisioning, fully managed synchronization of the master data and validation of synchronization within the AMI HES, scheduled and unscheduled data collection (including on request read), receipt of meter reads and meter events, including outage and blink events, and operation and verification of the meter remote connect/disconnect switch as available via interface from the AMI head end system.

The AMI Adapter for the Sensus RNI integration, which is provided under a separate agreement with SAP, shall include support for published interfaces via the SAP ticketing system for evaluation. The evaluation of changes to the AMI Adapter to support version updates and/or new functionality will be done by Siemens product house with input and/or feedback from the CITY as to the requirements, application, and timeline. The ticket requests may be planned as part of a Siemens current roadmap, part of the pipeline of development needs, or proposed as custom development.

2.1.1 Blueprint Stage

Stage 1 is the Blueprint Stage. The Blue Print will include all the prerequisites necessary to provide EnergyIP™ installation and configuration for a baseline Energy IP that meet CITY

business requirements including synchronization, Validation, Estimation & Editing ("VEE"), billing and meter read web service. In addition, CONTRACTOR will review EnergyIP™ standard APIs to be used by CITY for billing, synchronization, and AMI integration. This initial stage will be gathering and documenting requirements necessary to implement and configure CITY's MDM. Through a series of onsite workshops, coordinated and facilitated by CITY's Systems Integrator, CONTRACTOR will document CITY's required EnergyIP™ configuration. CONTRACTOR will work with CITY personnel, representatives from CITY's System Integrator and representatives from Sensus RF AMI solution in consolidated Requirements workshops to a mutually agreed-to schedule. CONTRACTOR will participate in all appropriate workshops to ensure a consolidated and comprehensive set of documented business, functional and technical requirements and integrations.

2.1.2 Configuration Stage

Stage 2 is the Configuration Stage. The Configuration Stage will consist of configuring the interfaces and functionality included in EnergyIP™ Version 8.x as well as any adapters for the SAP and Sensus RNI interfaces to meet the approved requirements. It will involve applying configuration parameters gathered in Stage 1 to CITY's test and QA systems. CITY and its System Integrator will be working to design and develop data synchronization, billing, event and connect/disconnect interfaces as detailed in requirements stage documentation. CONTRACTOR will prepare test plan, data and scripts to conduct Unit Test (UT) prior to entering the Test period with CITY. UT may be conducted remotely and may include unit testing of the interfaces between MDMS and the AMI Head End System and SAP. The outcome of UT delivered to CITY is a detailed test report and demonstration that the specific EnergyIP™ configuration has been validated and meets CITY's requirements.

2.1.3 Testing Stage

Stage 3 is the Testing Stage. Test consists of Systems Integration Testing ("SIT"), Performance Testing ("PT") and User Acceptance Testing ("UAT"). CONTRACTOR will contribute to the development of the overall test plan and test scripts. CONTRACTOR will provide test scripts for the Systems Integration Test to be reviewed and enhanced by CITY. CONTRACTOR will offer guidance and assistance in conducting a comprehensive end-to-end testing program. CONTRACTOR will provide system familiarization as described in Appendix A for the testing personnel.

2.1.4 Production Cutover Stage

Stage 4 is go-live and production cutover. CONTRACTOR will work with CITY to design a production cutover plan. Upon completion and sign-off of the testing from the Testing Stage, CONTRACTOR will offer technical support in the transition of the MDM Solution to the production environment.

At the conclusion of the project, CONTRACTOR will hand over to CITY a production system that meets the approved requirements. CONTRACTOR will also provide all fully updated requirements specifications documentation (Project Functional Specification ("PFS"), Technical Interface Specification ("TIS"), Project Architecture System ("PAS"), Configuration Workbook ("CWB")) which represents the "as built" solution and Energy IP documentation (e.g. Deployment and Cutover strategy, Day in the Life Documentation, Install and upgrade documentation) as needed for CITY to fully understand and operate the system.

2.1.5 Post Production Support

Following the successful Production Cutover, CONTRACTOR will provide post-production support to facilitate that the transition is seamless and successful. Post-cutover support is intended be more than the standard help desk support and will involve regular communication with and participation by CONTRACTOR personnel to ensure that the EnergyIP™ solution is operating properly in the production environment.

CONTRACTOR will provide 1-week of onsite post-production support for 40 hours and an additional 40 hours for the subsequent three (3) weeks. Beyond that, CONTRACTOR will provide an additional 120 hours on a Time and Materials (T&M) basis for up to an additional eight (8) weeks.

2.2 General Responsibilities

2.2.1 CONTRACTOR responsibilities:

1. Consult with CITY to support the provisioning of requirements specifications including gathering information related to existing IT systems, infrastructure, and business processes.
2. Provide CITY with the resource requirements for the development, support and operation of the system. This recommendation will include position description and skill set requirements for each position.
3. Maintain approved quality of standards and documentation
4. Provide project management and contract administration for the implementation of the Scope of Work as defined herein. This includes all project reporting and documentation, weekly project status reports, weekly project status meetings, and executive meetings, if necessary.
5. Provide experienced and qualified personnel to perform the Services and Deliverables, provide standard documentation and training in relation to the Scope of Work to be provided.
6. Receive approval by pre-authorized representative of CITY for any additional scope of work or change orders following the processes as described herein.
7. Seek and obtain CITY information and approvals pursuant to the agreed project schedule
8. Provide administration and user training to CITY personnel per the project plan.
9. Provide data model, data schema and interface documentation to support CITY's data modeling efforts per the eMeter online documents and project documentation.
10. Provide UT and support for System Integration Testing (SIT) of Siemens software, interfaces and customizations (if deemed necessary via the Project Change Control process) and configurations delivered. Integration testing and validation has been estimated at ten (10) weeks; should Force Majeure Events (FME) occur which adversely impact testing from being completed within the estimated timeframe, CONTRACTOR shall work with CITY to extend testing services per the Change Control Process.
11. Provide management and/or subject matter expertise regarding architecture, configuration, functionality and Application Programming Interface (API) specification requirements of EnergyIP™.
12. Provide input to the Requirements Traceability Matrix ("RTM") for the EnergyIP™ MDMS throughout the project. The RTM will be managed by the System Integrator (SI).

13. CONTRACTOR will work with CITY and SI to derive and mutually agree to the standards for project documentation. CONTRACTOR will utilize their own templates for technical and product-specific documentation.
14. Provide Services and Deliverables as defined below.
15. Provide personnel onsite schedule and specific requirements for office, phone and VPN access to CITY at least four (4) weeks prior to the need for such office, phone or VPN access.
16. Correct all defects and deficiencies in Deliverables per the mutually agreed-to defined testing Acceptance Criteria.
17. CONTRACTOR will create UT and contribute to SIT test plans and test procedures in accordance with project schedule managed by the System Integrator (SI).

2.2.2 CITY responsibilities:

1. Provide a single duly authorized point of contact for the CONTRACTOR project manager to work through, that will represent the interests of CITY in all aspects of the implementation of the project including the organization and delivery of Customer information to CONTRACTOR in a timely manner as well as the review and acceptance of CONTRACTOR documentation and testing, throughout the life of the project.
2. Perform the requisite due diligence on CITY's IT infrastructure and software applications in a timely manner to supply accurate and complete information to support requirements specifications development.
3. Provide management and/or facilitate providing subject matter expertise regarding configuration, functionality and Application Programming Interface ("API") specification requirements of legacy or new application software owned and/or operated by CITY that will interface with meter data management solution purchased.
4. Provide personnel having the appropriate domain expertise, who can provide information requested by CONTRACTOR during the blueprint, and configuration, stage to support project solution development and requirements specifications. This information would typically include but may not be limited to; description and review of current and future business processes, data flow diagrams, data definitions, regulatory compliance practices and procedures, work flow process diagrams.
5. Signoff for acceptance of requirements specifications and tests in a timely manner pursuant to mutually agreed schedule, if sufficiently completed to define and verify functionality and performance. Unless otherwise noted, all deliverables and documents will be submitted in draft form for comment by CITY. CITY will review the draft documents within 10 business days of submittal and provide comments. Final deliverables and documents will be submitted to CITY and will be approved, or CITY will provide written reasons for non-acceptance, within 10 business days of submittal. CONTRACTOR will correct identified issues and documents within mutually agreed time.
6. Review CONTRACTOR procedures and documentation.
7. Define CITY data model for data exchanges, utilizing CONTRACTOR supplied information.
8. Perform as required, in a timely manner, quality control inspections, data acceptance / rejection of CONTRACTOR deliverables.
9. Provisioning of office space, telephone service and VPN connection for CONTRACTOR personnel to development and test systems.
10. Provide final testing and acceptance of software delivered.
11. Provide final testing and acceptance of all interfaces.

12. Provide final testing and acceptance of all software customizations and/or configurations delivered.
13. Provide all test and production system equipment including but not limited to servers, network devices, storage arrays, back up facilities, security devices, and work stations.
14. Provide personnel for training at mutually agreed upon facilities.
15. Provide access to CITY's shared file space or repository.

2.3 *Blueprint Stage: Requirements*

During this stage, consolidated workshops with CITY, CITY's System Integrator, and Sensus are conducted to determine the configuration changes that are specific to CITY's needs for EnergyIP™ standard processes (e.g., Meter-to-Bill, Connect/Disconnect, Event Management, Meter Provisioning, Reporting, etc.). CONTRACTOR's approach, consistent with CITY's schedule, is to complete the Blueprint Stage as described in Section 2.1.1 for all functionality and integration necessary to complete the project. Upon completion of requirements, CONTRACTOR will contribute to the overall solution (MDMS, AMI, and SAP integration) Implementation Schedule.

2.3.1 Scope:

1. Develop a work and resource plan, including expected resource requirements from CITY required by CONTRACTOR, needed to complete the project
2. Complete requirement workshops to clarify:
 - i. SAP integration including master data synchronization, billing (MRO, Time Series Calculation and Time Series Data Push), connect/disconnect, events and on-demand read.
 - ii. Configuration of EnergyIP™ Advanced Billing Determinants Module to derive usage reads calculated from interval data or daily demand peak data
 - iii. Configuration of AMI Adapter, including data collection, on-demand read, provisioning, connect/disconnect, demand reset, device status verification, etc., for chosen AMI vendor, Sensus. CONTRACTOR must identify in the workshop schedule when the AMI vendor, Sensus must be present in the workshops.
 - iv. Comprehensive definition of VEE configuration parameters which minimize exceptions
 - v. Synchronization integration between EnergyIP™ and SAP for master data changes and the tools and processes necessary to monitor and maintain data synchronization between EnergyIP™ and SAP.
 - vi. Ensure that integrations comply with CITY interoperability standards and infrastructure
 - vii. Data presentment to internal users
 - viii. Standard Reporting and Analysis Tools and custom reports as may be identified during these workshops
 - ix. Define requirements and create Custom Reports (200 hour bucket for reports development).
 - x. Define 24-hour operational clock specific to EnergyIP™
 - xi. Complete Architecture Workshop to define test, quality assurance and production environment requirements

2.3.2 CONTRACTOR will:

1. Work with CITY in preparation of requirement workshop schedule and agenda. Workshop schedule will be available no less than two (2) weeks before the start of the workshops.
2. Prepare workshop presentation and questionnaires together with related best practice configuration guides in advance of each workshop. Workshop questionnaires will be available to workshop participants no less than two (2) weeks prior to the start of the workshops.
3. Facilitate access to on-line training for CITY business and technical users.
4. Provide CITY with the hardware sizing, third party software (e.g. operating system, database, etc.) and environment configurations and networking required to support Development, QA (CITY's quality assurance environment), Production and Disaster Recovery environments at least 10 weeks prior to required delivery.
5. Conduct, as appropriate, or participate in on-site workshops.
6. Draft Project Architecture Specification ("PAS"), Project Functional Specification ("PFS"), and Technical Interface Specification ("TIS").
7. Review PAS, PFS and TIS documents with CITY technical resources and incorporate feedback and changes.
8. Draft RTM for tracking MDMS requirements throughout the project.
9. Provide input to the System Integrator's Training Plan.
10. Create project schedule and methodology for remaining Project stages including Configuration, Testing, and Production Cutover.

2.3.3 CITY will:

1. Coordinate workshop schedule and agenda with CONTRACTOR.
2. Participate fully in requirement workshops and ensuring CITY decision makers are present to define EnergyIP™ configuration.
3. Review and provide feedback on PAS, PFS and TIS documents.
4. Review and provide feedback on RTM document.
5. Review and provide feedback on Communication and Training Plan.
6. Signoff on Project Requirements and Project Schedule.

2.3.4 Blueprint Deliverables:

1. A detailed project plan with on-site resource plan for Project
2. Weekly project status reports, approval not required
3. PAS, PFS, and TIS requirements documentation detailing all agreed upon interface formats and protocols.
4. RTM input, approval not required
5. System Familiarization Plan input, approval not required
6. Testing Strategy input, approval not required
7. Hardware and software requirements in the form of a Project Architecture Specification (PAS) for CITY's purchase of Development (DEV), QA and Production (PRD) and Disaster Recovery environments.
8. End User System Familiarization Plan for MDM Integration Project
9. Sign off on Requirements Specifications signed by both Parties.

2.4 Configuration Stage

This will involve applying configuration changes as defined during Blue Print to CITY DEV and QA environments and completion of the Unit testing.

2.4.1 Scope:

1. Configure EnergyIP™ software to meet business and technical requirements defined in Blue Print.
2. Continue to support and train CITY administration personnel on the installation and maintenance of the EnergyIP™ solution. Validate the hardware, operating system and database configuration of the CITY DEV and QA environments and network.
3. Configure Dev and QA as defined in Blueprint Stage.
4. Prepare and review Unit Test plan and test scripts with CITY and incorporate any feedback.
5. Complete Unit Testing.
6. Fully document Unit testing, including defects found and defects resolved and configuration changes identified during the testing.
7. Prepare and review Unit test report.

2.4.2 CONTRACTOR will:

1. Coordinate with CITY to review Configuration Stage objectives and review agreed upon schedule.
2. Provide EnergyIP™ sample data sets in support of project functional requirements as defined in the PFS and the interface requirements as defined in the TIS.
3. Provide technical support for CITY personnel responsible for the changes to SAP implementation as mutually agreed to support the CITY development and integration activities.
4. Validate hardware, operating system and database configurations for CITY Test and QA environments.
5. Provide CITY System Administrator training on the EnergyIP™ product per Appendix A
6. Provide test artifacts including standard test cases, standard test scripts and test data for unit testing.
7. Review test cases, scripts and test data with CITY at least 2 weeks prior to the execution of unit testing.
8. Execute Unit Tests and demonstrate EnergyIP™ functionality required to CITY. Summarize Unit Test results.
9. Fully document the EnergyIP™ configuration and update Blue Print documents, as necessary.
10. Provide guidance, consulting and support to help meet the CITY's configuration objectives.

2.4.3 CITY will:

1. Coordinate objectives and schedules with CONTRACTOR Project Manager.
2. Develop and complete all interfaces as defined in the TIS.
3. Develop and provide SAP sample sync data sets in support of CONTRACTOR developments and integrations.
4. Provide all required hardware and third party software required to support the EnergyIP™ installation in a DEV and QA environment pursuant to an agreed upon schedule.

5. Install and configure the third party software to support DEV and QA EnergyIP™ environments, as documented by CONTRACTOR in Blue Print.
6. Review EnergyIP™ Unit Test Report.
7. Participate fully in EnergyIP™ Unit Testing review and acceptance.

2.4.4 Configuration Deliverables:

1. Weekly project status reports, approval not required
2. Fully configured CITY DEV and QA EnergyIP™ environment per the approved requirements.
3. Unit Test (UT) Report.
4. Interfaces configured per the TIS.
5. Event Analyzer .XML template
6. Configuration Workbook delineating all EnergyIP™ configurations.
7. Update RTM input, approval not required.
8. Updated TIS, PFS and PAS, as required.
9. Sign off on Configuration Stage.

2.5 Testing Stage

This will focus on comprehensive end-to-end testing with CITY technical resources and business end users. CONTRACTOR will provide UT test scripts and other sample test scripts which may be available for use in SIT. CITY and its Systems Integrator will lead and document the SIT progress (weekly test reports), defects and defect resolution. CONTRACTOR will support the SIT testing with technical resources and troubleshooting as necessary for CITY to complete the SIT testing. CONTRACTOR will support the UAT progress (weekly test reports), defects and defect resolution. At the conclusion of the testing stage, CITY will sign off on testing results and make the decision to move into Production Cutover.

2.5.1 Scope:

1. SIT test cases will be prepared for each interface and data interaction.
2. SIT is conducted to establish connectivity between the CITY systems, including SAP, the Sensus FlexNet RNI AMI HES, and EnergyIP™ and ensure data is flowing accurately and errors are properly identified and handled.
3. UAT test cases will be prepared using SIT as a baseline and mapping back to every single requirement defined in Blueprint Stage.
4. UAT will be conducted with CITY end users to ensure business needs are met by the EnergyIP™ configuration.
5. Continue to provide guidance and consulting to help CITY ensure the objectives are being met.
6. Ongoing training of CITY technical and end users.

2.5.2 CONTRACTOR will:

1. Review and contribute to the SIT test plan and test scripts based on UT and review with CITY.
2. Audit and validate configuration of test environment as defined in PFS, TIS, PAS and CWB prior to SIT.
3. Identify SIT test data sets required and provide assistance to CITY. However, CITY will be responsible for the development of these data sets.
4. Support CITY in executing SIT.

5. Provide necessary CONTRACTOR resources to meet testing schedule.
6. Provide CITY Testing resources training on the EnergyIP™ product per Appendix A
7. Maintain revision and correction release tracking
8. Prepare baseline UT / SIT test cases and test scripts for CITY to use for UAT.
9. Support CITY in identification of UAT test data sets required.
10. Assist CITY in executing UAT test cases.
11. Assist with staging data in EnergyIP™ to support SIT and UAT test cases.
12. Errors in testing will be addressed per a mutually agreed-to severity/priority process unless otherwise accepted by CITY.
13. Where possible, work with CITY team to keep testing moving and on schedule while waiting on fixes from CONTRACTOR or CITY.
14. Confirm that PFS, TIS, PAS, and configuration documentation is updated prior to exiting testing stage.

2.5.3 CITY will:

1. Meet with CONTRACTOR to convey the test objectives and requirements.
2. Develop SIT and UAT Test Plan and Strategy
3. Provide necessary CITY resources to meet testing schedule.
4. Participate in ongoing EnergyIP™ training
5. Lead execution of SIT with CONTRACTOR and other technical users.
6. Prepare SIT and UAT test data sets. Review and enhance baseline UAT test cases
7. Document, with weekly test reports and daily defect reports, the SIT progress and completion.
8. Lead UAT execution with CITY end users.
9. Document, with weekly reports and defect tracking, the UAT progress and completion
10. Work with CONTRACTOR to keep testing on schedule while waiting on fixes or changes to CITY resourcing.
11. Signoff on testing stage completion.

2.5.4 Testing Deliverables:

1. Weekly project status reports, approval not required
2. Update RTM input
3. Updated PFS, TIS, PAS and configuration documents at the completion of SIT, approval not required
4. Updated PFS, TIS, PAS and configuration documents at the completion of UAT, approval not required
5. UAT EnergyIP™ Test Summary Report
6. Sign off on Testing Stage

2.6 Production Cutover Stage

The fourth stage, Production Cutover, will focus on bringing technical and business work streams together as EnergyIP™ is used in a production environment.

2.6.1 Scope:

1. Provide detailed cutover plan and scheduling including rollback plan at least four (4) weeks prior to go-live
2. Enable AMI-capable meters installed (in the field) prior to cutover

3. Application monitoring plan (Meter Data Operations Training material) for post-production cutover support
4. Turnover of production system to CITY for ongoing administration
5. CONTRACTOR will provide 1-week of onsite post-production support for 40 hours and an additional 40 hours for the subsequent three (3) weeks. Beyond that, Omnetric proposes an additional 120 hours on a Time and Materials (T&M) basis that would cover the next eight (8) weeks.

2.6.2 CONTRACTOR will:

1. Lead planning and documenting production cutover plan
2. Participate in mock production cutover conversion runs, targeting up to two runs.
3. Validate the correct configuration of the Production environment
4. Provide necessary CONTRACTOR technical resources and support services are in place during and after cutover period, per the mutually agreed to Production Cutover Plan
5. Assist CITY in completing cutover execution steps specific to the MDMS cutover plan
6. Support the resolution of errors and exceptions raised through the production cutover cycle. Errors and exceptions will be addressed per a mutually agreed-to severity/priority process contained in the Production Cutover Plan after go-live unless otherwise accepted by CITY.
7. Complete end user training as defined in Training Plan defined in Blue Print
8. Prepare handover documentation

2.6.3 CITY will:

1. Participate in planning and documenting production cutover plan
2. Lead mock production cutover conversion runs with direct involvement in the activities
3. Provide necessary CITY resources to meet production cutover schedule
4. Lead cutover execution
5. Lead monitoring system
6. Review of handover documentation
7. Participate in end user training
8. Signoff on production cutover stage completion upon cutover

2.6.4 Deliverables:

1. Completed Go-live checklist.
2. Cutover sign-off document
3. Completed production handover documentation consisting of updated PFS, updated TIS, updated PAS, updated Configuration WorkBook (CWB), latest EnergyIP™ operations manual, latest EnergyIP™ administration manual, scripts and operational tools.
4. Post Go-Live Support Report at 30 day point.

2.6.5 Solution Acceptance Criteria

Criteria for acceptance of the final solution shall be when all of the following have occurred:

- Completion of UAT
- Contractor has completed and provided the Go-Live Checklist to the City
- The City has reviewed and approved the Completed Go-Live Checklist
- City has been trained on the Solution, per the System Familiarization Plan

- No open defects which make the solution unusable or severely restricts operations, with no workaround available. All known defects are captured, documented, and being worked based on their priority and severity. Workarounds are permitted as a temporary measure with the intention of full resolution through root cause analysis.
- The Solution is Staged and Ready to be placed on to the Production environment

3 EnergyIP™ Project Timeline

The Work will begin on this SOW only after it is signed by both Parties. CONTRACTOR baseline for the estimated level of effort is 12 months. Changes to the schedule will be addressed through the Change Control Process. Proposed tasks listed below:

- Workshop Planning (4 weeks)
- Workshop Delivery (6 weeks)
- Documentation (7 weeks)
- Configuration & Unit Test (13 weeks)
- SIT (10 weeks)
- UAT, PT, Mock (12 weeks)
- Go Live Preparation and Cutover (4 weeks)
- Post Production, included (4 weeks)
- Optional Post Production, T&M (8 weeks)

The payment schedule and rates are outlined in Appendix B attached hereto and made a part of this SOW

4 Project RACI Matrix and Resourcing

4.1 RACI Matrix

Table 1 below is the RACI matrix for the project. CITY uses this RACI matrix to clearly indicate project responsibilities through the duration of the project. This matrix is intended as a high level definition of responsibilities and does not replace, nor override, the responsibilities and scope identified in Section 3 of this SOW. Note that DR below describes Disaster Recovery, not Demand Response. R = Responsible, A = Accountable, C = Consulted, I = Informed.

Project RACI Matrix	TASK	CONTRACTOR	CITY
PM Project Management			
Status Reporting			
	Create & Issue CONTRACTOR Weekly Status Reporting	AR	I
Governance Meetings			
	Attend Weekly Status Meetings	AR	C
	CONTRACTOR Internal Project Meetings	AR	
	Attend System Integrator / CONTRACTOR 1-1 Meetings	AR	I
Project Planning			
Project Plans			
	Develop and Issue CONTRACTOR EnergyIP TM Implementation Plan	AR	C
	Attend & Provide Input to Overall Project Planning Workshop	C	AR
	Develop Overall Project Plan	C	AR
	Review Overall Project Plan	C	AR
	Approve Overall Project Plan	C	AR
	Develop Strategy for Adding AMI-Capable Meters	C	AR
Resource Plans			
	Draft Project Resource Plan	C	AR
	Identify MDM Project Resources	AR	R
	Confirm MDM Resource Availability	AR	R
	Review MDM Resource Plans	R	AR
	Approve MDM Resource Plans	I	R
Blue Print Workshop Schedule			
Blue Print Workshop Planning			
	Provide EnergyIP TM Workshop Requirements	AR	C

Develop Workshop Schedule with SI	C	AR
Workshop Mobilization		
Identify Required Attendees	C	AR
Identify Workshop Dates	C	AR
Approve Workshop Schedule	C	AR
Confirm Workshop Dates & Issue Invites	C	AR
Project Kick Off		
Project Kick Off Preparation		
Preparation activities for project kick off	R	AR
Create & Issue materials for Project kick off	R	AR
Workshop. Project Kick Off		
Schedule Project Kick Off Workshop	C	AR
Execute Project Kick Off Workshop	C	AR
Workshop Preparation		
Workshop Preparation		
Draft EnergyIP™ Workshop Slides	AR	I
Prepare MDM Workshop Questionnaires	AR	C
Infrastructure & Environments		
Operational Environment		
Equipment Provided for Resource as Required	C	AR
Desk Space Provided for Resource as Required	C	AR
Systems & Building Security & Access Provided as Required	C	AR
Internet Access Provided for Resource as Required	C	AR
Workshop Execution		
EnergyIP Workshop Execution		
EnergyIP™ Workshops Executed	R	AR
EnergyIP™ Workshop Notes Written & Published	R	AR
AMI-Capable Meters Workshop Execution	R	AR
Specification Documents		
Project Architecture Specification (PAS), EnergyIP		
Draft	AR	C
Peer Review	AR	C

Document Updates	AR	I
PAS Document Approval	C	AR
Requirements Traceability Matrix (RTM)		
Draft	C	AR
Peer Review	C	AR
Document Updates	R	AR
RTM Document Approval	I	AR
Project Functional Specification (PFS), EnergyIP™		
Draft	AR	C
Peer Review	AR	C
Document Updates	AR	I
PFS Document Approval	I	AR
Technical Interface Specification (TIS), EnergyIP™		
Draft	AR	C
Peer Review	AR	I
Document Updates	AR	I
TIS Document Approval	I	AR
Configuration Workbook (CWB) (Config Workbook/Sync Rule Sheets)		
Draft	AR	C
Peer Review	AR	I
Document Updates	AR	I
CWB Document Approval	I	AR
CONTRACTOR Project Plan Revision (After Blue Print)		
Draft	R	AR
Peer Review	R	I
Revised Project Plan Approval	I	AR
DEV/TEST/PROD Infrastructure & Environments		
Infrastructure & Environments Resource (CITY)		
DBA Resource Identified & Allocated	I	AR
Systems Administrator Identified & Allocated	I	AR
EnergyIP™ Systems Administrator Identified	I	AR
Development (DEV) Provisioning		

Provision DEV Environment Fully Installed & Operational	C	AR
Provision DEV Environment Remote Access Provided	I	AR
Development DEV Environment Checklist Completed	R	AR
EnergyIP™ Installation on development		
Delivery Software to CITY	R	A
EnergyIP™ Installation Scheduled	C	AR
EnergyIP™ Installation Prerequisites Verified	AR	C
EnergyIP™ Installation Completed	AR	C
EnergyIP™ Base Configuration Completed	AR	C
QA/Test Environment Provisioning		
QA/Test Environment Fully Installed & Operational	C	AR
QA/Test Environment Remote Access Provided	I	AR
QA/Test Environment Checklist Completed	R	AR
EnergyIP™ Installation on QA/Test		
EnergyIP™ Installation Scheduled	C	AR
EnergyIP™ Installation Prerequisites Verified	C	AR
EnergyIP™ Installation Completed	R	A
EnergyIP™ Base Configuration Completed	R	C
EnergyIP™ Installation & Configuration Validated	R	AR
Production Environment Installation		
Production Environment Fully Installed & Operational	C	AR
Production Environment Remote Access Provided	I	AR
Production Environment Checklist Completed	R	AR
EnergyIP™ Installation on Production		
EnergyIP™ Installation Scheduled	C	AR
EnergyIP™ Installation Prerequisites Verified	C	AR
EnergyIP™ Installation Completed	R	AR
EnergyIP™ Base Configuration Completed	AR	C
EnergyIP™ Installation & Configuration Validated	R	AR
Configuration / Development		

Configuration / Development			
Configure required configuration in Dev environment	AR	C	
Apply required configuration to QA/Test environment	C	AR	
Complete Integration work outside EnergyIP™	C	AR	
Existing AMI-Capable Meters			
AMI-capable meter data format specification	I	AR	
Address source data quality issues	I	AR	
Map data into EnergyIP™ MDM	AR	C	
Provide conversion error reporting documentation	AR	C	
Test Preparation			
SIT/UAT Test Preparation			
Draft SIT Test plan	C	AR	
Draft UAT test plan	C	AR	
Complete SIT Test Scripts	R	AR	
Complete UAT Test Scripts	C	AR	
DR Test Preparation			
Draft DR Test plan	I	AR	
Complete DR Test Scripts	I	AR	
Test Execution			
Unit Testing (UT)			
Stage test data	AR	C	
Execute Unit Test	AR	I	
Remediate defects	AR	I	
Prepare Test Report Summary	AR	I	
Review and Approve Test Report	C	AR	
System Integration Testing (SIT)			
Stage test data	R	AR	
Execute SIT	R	AR	
Remediate SIT defects	R	AR	
Participate in executing SIT	R	AR	
Summarize SIT results	C	AR	

Performance Testing (PT)		
Stage PT test data	C	AR
Execute PT	C	AR
Remediate PT Defects	R	AR
Support PT	C	AR
Summarize PT results	I	AR
Stage PT test data	C	AR
Execute PT	C	AR
User Acceptance Testing (UAT)		
Stage UAT test data	C	AR
Execute UAT	C	AR
Remediate UAT Defects	R	AR
Support UAT	C	AR
Provide UAT summary EnergyIP™ results	AR	I
Disaster Recovery (DR)		
Stage DR test data	C	AR
Execute DR	I	AR
Remediate DR Defects	I	AR
Support DR	C	AR
Summarize DR results	I	AR
Summarize Testing Stage Results for CITY Go Live decision	I	AR
Production Go-Live		
Mock Go-Live(s)		
Prepare EnergyIP™ Production Cutover Plan	AR	C
Prepare for Mock Go-Live(s)	R	AR
Execute Mock Go-Live(s)	R	AR
Restore EnergyIP™ and Prep for Go-Live	R	AR
Production Cutover		
Execute Go-Live	R	AR

AMI-Capable Meters Enable	AR	C
Provide post Go Live Support	AR	C
Transition project and knowledge to Siemens/SAP Product Support	AR	R

Legend: R = Responsible, C = Consulted, I = Informed

Table 1: RACI Matrix

4.2 Resource Plan

The following outlines the planned resource requirements for CONTRACTOR.

Key CONTRACTOR personnel ("Key Personnel") to be utilized on the project are subject to CITY approval, not to be unreasonable withheld, and all resumes of Key Personnel should be submitted to CITY prior to the start of the project. CITY reserves the right to request the replacement of any personnel. For the purposes of this section 4.2 the CONTRACTOR Project Manager shall be deemed Key Personnel. The CONTRACTOR Solution Architect shall be deemed Key Personnel during the Blueprint and configuration stage of the project. Identified Key Personnel will not be reassigned from the CITY project without CITY approval.

In the event the CITY requests a replacement, the CITY shall provide the CONTRACTOR with a written notice of the request, along with a list of issues/concerns. CONTRACTOR and CITY Project Managers will meet to create a mutually agreed upon plan to remedy the issues/concerns. If after 15 days, the issues/concerns are not satisfactorily resolved, CONTRACTOR will present the CITY with a suitable replacement.

In the event that the CONTRACTOR requires the replacement of a resource deemed Key Personnel, CONTRACTOR will provide the CITY with a written notice of the replacement requirement, the timeframe for the change, and the resume of a suitable replacement. The CITY will provide a written approval. The CITY acknowledges that given the fixed price basis of this Contract, that the CONTRACTOR reserves the right to manage its personnel in order to meet its obligations under this Contract.

4.2.1 Project Manager – Key Personnel

The CONTRACTOR and CITY Project Managers (PM) are responsible for the overall success of the project and provide the day-to-day management of resources, project activities, and deliverables. The Project Managers must successfully manage and control the project team work including providing a weekly time and expense actual report

4.2.2 Solutions Architect – Key Personnel

The Solutions Architect (SA) is the primary CONTRACTOR resource responsible for the conversion of project requirements into an architecture and design that will become the blueprint for the software solution delivered.

4.2.3 Application Solutions Consultant

The Applications Solutions Consultant (SC) is skilled at working with EnergyIP™ and end users to match their requirements with the application. The SC has technical experience, which is useful

in configuring and testing the application. The Solutions Consultant works closely with the SA during the requirements workshops and develops the configuration that enables each business requirement.

4.2.4 Application Technical Specialist

The Application Technical Specialist (ATS) is responsible for installation and initial technical configuration of the software. The ATS works with the CITY IT team to provide a system that is properly installed and ready for integration testing.

5 Contract Completion Criteria

This Scope of Work is completed once one of the following first occurs:

- CONTRACTOR completes the Services and Deliverables as described in this SOW, or
- CITY terminates the SOW, per the PSA.

6 Change Control Process

The purpose of this Change Control Process is to establish an efficient and effective means to control updates, modifications, deviations, and other changes to any project Deliverable, schedules, scope, charges or other terms.

Either CONTRACTOR or the CITY may identify and submit for consideration a proposed Change Order.

All requests for changes should be submitted in writing to the Project Manager designated by CONTRACTOR and CITY ("Change Order Request") using the change order request form attached as Appendix C. The following areas should be clearly addressed in each Change Order Request:

1. Origination
2. Clear statement of requested change
3. Rationale for change
4. Impact of requested change in terms of operations, cost, schedule and compliance with the matters referred to in the Contract
5. Effect of change if accepted (as needed)
6. Effect of rejection of change (as needed)
7. Recommended level of priority
8. Areas for signature by the approval authorities of each Party

The Project Managers or their designees are responsible for (i) reviewing all Change Order Requests, (ii) determining whether to recommend that the Parties accept or reject the Change Order Request, and (iii) timely facilitating their respective Change Order process.

No Change Order Request should be considered effective or binding until it has been approved by both CONTRACTOR and the CITY and signed by both Parties. Changes Order Requests that incur price or time adjustments or require material changes to the Contract, will also require a Contract Amendment to be executed by properly authorized representatives of the Parties. Any price or time adjustments to the Contract will be negotiated in good faith as reasonably necessary due to proposed changes, as part of the Change Order Process. Approved Change Order Requests, which require an Amendment, will only be implemented once the Amendment is fully executed.

7 Assumptions

7.1 Key Assumptions

This SOW and Contractor's scope and estimates are based on the following key assumptions for the Activities and Deliverables listed in the Contractors Responsibilities. Any deviations that arise during the project will be managed via the Project Change Control Process described herein.

- There is a change control process specified in the Contract and used during the project to manage project scope.
- CONTRACTOR trains, at a minimum, two System Administrators to administer the EnergyIP™ implementation during configuration of the development environment.
- Hardware procurement, sizing and build are the responsibility of CITY, based on documented requirements from CONTRACTOR as part of the requirements deliverables.
- CONTRACTOR will deploy EnergyIP™ once and it is expected that CITY will perform any subsequent deployments, using the initial deployment as a training exercise. CONTRACTOR will supply training and documentation, as defined in this SOW, to allow CITY System Administrators to deploy the EnergyIP™ solution.
- All external system interfaces to EnergyIP™ will use standard integration formats, as defined by CONTRACTOR.
- This SOW includes up to 200 hours of custom report development, including design and documentation, which should be sufficient time to provide some level of custom reports. Report complexity or prolonged requirements design may reduce the number of reports that are able to be developed in the allotted hours.
- Loading of historical data from the Stark system is in scope. Requirements and process will be assessed during blue printing. CONTRACTOR will present impacts and options.
- Testing of disaster recovery solution is not in scope. However, CONTRACTOR will provide sizing requirements for the Disaster Recovery environment as part of the Project Architecture Specification.
- EnergyIP™ will not be configured with multi-org functionality.
- EnergyIP™ will be integrated to a single AMI vendor HES.
- Import of non-AMI reads collected by hand held devices or other legacy meter reading systems is not in scope.
- EnergyIP™'s adapters to the Head End System, CIS, and other back-end systems are designed as point-to-point integrations, but can also pass thru an Enterprise Service Bus. If the integration includes an ESB, these adapters will integrate directly to the ESB and it will be the responsibility of the ESB provider to pass thru these messages to the appropriate backend systems.
- Business process design, blueprinting, or implementation of an enterprise message bus (or data transformation services) are not in scope.
- Any configuration, modifications, or enhancements to the external systems are the responsibility of the Customer (including but not limited to the ESB, CIS, and AMI systems).
- Configuration of the outage event management module is not in scope.

- City is responsible for providing the IT infrastructure for all environments in their data center for on-premise solution.
- Use of standard Generally Available ("GA") interfaces (including AMI adapters) within EnergyIP™.
- City is responsible for the quality and the content of the data that is being provided to the EnergyIP™ system. Data quality of the initial load files from Customer (account/premise/meter information from CIS) will be such that exceptions associated with data quality are less than 2%.
- City is responsible for any 3rd Party provided/procured Applications/Software, including excessive defects, delays in obtaining fixes, quality issues, or other issues, which cause retesting, or excessive reconfiguring, or longer testing cycles, and shall be the responsibility of the City to address.
- Contractor's delivery of the services will use offshore personnel with written approval from the City.

8 Glossary

Acronym	Description
AMI	Advanced Metering Infrastructure
API	Application Programming Interface
ATS	Application Technical Specialist
BPEM	Business Process Exception Management (SAP)
CDC	Connect/Disconnect
CITY	City of Tacoma
CONTRACTOR	Omnetric Corp (A Siemens Company)
CR	Change Request
CWB	Configuration Workbook (includes Sync Mapping)
DBA	Database Administrator
DR	Disaster Recovery
EnergyIP™	EnergyIP™ software platform (also referred to as MDMS)
eMeter	eMeter Corp (A Siemens Company)
FME	Force Majeure Events
GA	Generally Available
GUI	Graphical User Interface
HES	Headend System
MDMS	Meter Data Management System
MDUS	Meter Data Unification & Synchronization
MRO	Meter Reading Order
PAS	Project Architecture Specification
PFS	Project Functional Specification
PM	Project Manager
PT	Performance Test
RF	Radio Frequency
RNI	Regional Network Interface (i.e., Sensus HES)
RTM	Requirements Traceability Matrix
SAD	Solution Architecture Document
SA	Solutions Architect
SC	Solutions Consultant
SEW	Smart Energy Water (Customer Portal)
SI	System Integrator
SIT	Systems Integration Testing
SME	Subject Matter Expert
TIS	Technical Interface Specification
TOU	Time-of-Use
T&M	Time and Materials
TPU	Tacoma Public Utilities
UAT	User Acceptance Testing
UT	Unit Test
VEE	Validation, Estimation & Editing

9 Extended Post Production Support – T&M

CONTRACTOR will provide up to 120 hours of Extended Post Implementation Support on a Time and Materials (T&M) basis over a two month period. Support will be provided if requested by City. Activities will be directed by the CITY Project Manager. Support will begin on a mutually agreed to date but no later than two (2) months after the go-live date.



RESOLUTION NO. U-11081

1 A RESOLUTION authorizing a contract with Sensus USA, Inc.

2
3 WHEREAS the City of Tacoma, Department of Public Utilities, requested
4 proposals for professional services, meters, and associated devices associated
5 with the implementation and integration of the City of Tacoma, Department of
6 Public Utilities, Advanced Metering Infrastructure ("AMI") program as explained by
7 the attached Exhibit "A", and

8 WHEREAS, in response thereto, proposals were received and evaluated as
9 evidenced and further described in Exhibit "A", and

10
11 WHEREAS, on March 27, 2019, the Public Utility Board of the City of
12 Tacoma approved Resolution No. U-11076, authorizing execution of contracts with
13 Sensus USA, Inc. for (1) sandbox implementation services associated with the
14 AMI program in the amount of \$87,000, (2) electrical meters, water meters,
15 communication modules, and communication and network infrastructure devices,
16 in the amount of \$33,000,000 plus a contingency amount of one percent for a total
17 authorized amount under the contract of \$33,330,000, and (3) for a spectrum
18 license in the amount of \$1.00 for licensed communication frequencies, and

19
20 WHEREAS the Board of Contracts and Awards and Tacoma Power, Utility
21 Technology Services ("UTS") recommends a contract be awarded to Sensus USA
22 Inc. for advanced metering implementation services as explained in Exhibit "A";
23 and
24
25
26



1 WHEREAS the Director requests authorization, pursuant to
2 TMC 1.06.269.A, to amend contract amounts up to \$200,000 and to approve term
3 extensions and renewals for the item contained in Exhibit "A"; Now, Therefore,
4 BE IT RESOLVED BY THE PUBLIC UTILITY BOARD OF THE CITY OF TACOMA:
5

6 That the Public Utility Board of the City of Tacoma hereby concurs and
7 approves the Board of Contracts and Awards and Tacoma Power's UTS
8 department's request to award a contract to Sensus USA Inc., as set forth in
9 Exhibit "A", for advanced metering implementation services; authorizes the
10 execution of a contract by the proper officers of the City for said services; and
11 authorizes the administrative authority of the Director to amend the contract
12 amount up to \$200,000 and to approve term extensions and contract renewals.
13

14 Approved as to form and legality:

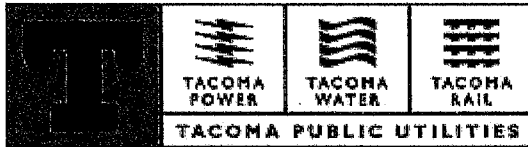
Chair

15 
16 _____
Chief Deputy City Attorney

Secretary

17 _____
18 Clerk

Adopted _____
19
20
21
22
23
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26



RESOLUTION NO.: U-11081

MEETING DATE: 04/24/2019

TO: Board of Contracts and Awards
FROM: Chris Robinson, Power Superintendent/COO, Tacoma Power
Tenzin Gyaltzen, UTS Section Manager, Scott Dewhirst, Water
Superintendent/COO, and Andre' Peddeferri, AMI Program Manager, UTS AMI
Program
COPY: Public Utility Board, Director of Utilities, Board Clerk SBE Coordinator, LEAP
Coordinator, and Richelle Krienke, Finance/Purchasing
SUBJECT: Advanced Metering Implementation Services
Request for Proposals Specification No. PS18-0015F – April 24, 2019
DATE: April 12, 2019

RECOMMENDATION SUMMARY: Tacoma Power, Utility Technology Services (UTS) and Tacoma Water recommend the following contract be awarded to Sensus USA, Inc., Raleigh, N.C., for advanced metering implementation services, in the amount of \$1,650,900.00 plus applicable taxes, for an initial contract term through June 30, 2020, plus a contingency of \$300,000.00, for a projected contract total of \$1,950,900.

BACKGROUND:

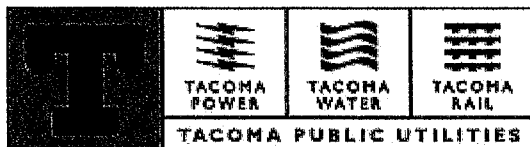
The AMI Program consists of implementing an advanced metering infrastructure throughout the Tacoma Public Utilities' service area with advanced meters for both power and water services. Approving this contract allows TPU to start ordering and building the infrastructure required for the integration and implementation phases of the program, including the communications system, network, and power and water metering devices and modules.

ISSUE: The existing power and water infrastructure is aging and inefficient. Advanced meters will replace an aging infrastructure and infuse technology that will fundamentally transform TPU's relationship with its customers, enabling them to become engaged water and power consumers. The Advanced Metering Infrastructure program forms the critical and essential technology foundation to enhance power and water services to all customers that over time will provide near real-time information necessary so customers can manage their usage, control their costs and help the environment. Power and water operational benefits will result in higher reliability and system efficiency.

ALTERNATIVES: Tacoma Public Utilities could continue to use non-communicating power and water meters that require manual reading. The current electromechanical meters TPU uses are obsolete and no longer being manufactured. Continuing to use non-AMI meters will leave TPU outside of the technology standards already implemented by more than half of all U.S. utilities and unable to provide enhanced utility services many customers are requesting and expect to be available. Non-communicating meters also prevent TPU from realizing the operational improvements now commonly in practice in the Utility industry.

COMPETITIVE SOLICITATION:

RFP Specification No. PS18-0015F was opened May 15, 2018. Seven companies were invited to bid in addition to normal advertising of the project. Seven submittals were received and thoroughly evaluated. A selection advisory committee (SAC) comprised of 10 members from



Tacoma Power, Tacoma Water, Information Technology Department, and Customer Services ranked proposals using the following categories and weights: AMI Solution Requirements Compliance 40%; Price/Value - 25%; Network Coverage Plans 15%; Qualifications/Experience of Firm and Project Team - 10%; Proposed Methodology and Approach - 5%; and Small Business Enterprise (SBE)/Minority and Women's Business Enterprise (MWBE) - 5%. The proposal submitted by Sensus was ranked the highest by the SAC.

<u>Respondent</u>	<u>Location</u> (city and state)	<u>Score</u>
Sensus USA, Inc.	Raleigh, NC	59.88
Landis & Gyr Technology, Inc	Alpharetta, GA	58.98
Itron, Inc.	Liberty Lake, WA	56.32
Aclara Technologies LLC	St. Louis, MO	55.62
Elster Solutions, LLC (Honeywell)	Raleigh, NC	48.79
Cellco Partnership d/b/a Verizon	Laurel, MD	38.18
Zenner Performance Meters, Inc. (dba Zenner USA)	Addison, TX	14.89

During negotiations with Sensus, options were exercised to include additional water meters. The following table identifies the cost of each of the five statements of work (SOW).

Sensus	Implementation SOW	\$1,650,000.00
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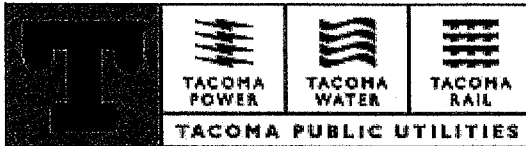
Pre-bid Estimate: \$1,640,900.00

The recommended award is 0.55% percent above the pre-bid estimate.

CONTRACT HISTORY: New contract.

SUSTAINABILITY: Not applicable.

SBE/LEAP COMPLIANCE: Not applicable.



FISCAL IMPACT:

EXPENDITURES:

FUND NUMBER & FUND NAME	COST OBJECT (CC/WBS/ORDER)	COST ELEMENT	TOTAL AMOUNT
4700 – Power Fund	PWR-00946 / PWR-00976	Various	73%
4600 – Water Fund	WTR-00527	Various	27%
4700 – Power Fund	564301	5390014	
4600 – Water Fund	582400	5390014	
TOTAL			

REVENUES:

FUNDING SOURCE	COST OBJECT (CC/WBS/ORDER)	COST ELEMENT	TOTAL AMOUNT
NA			
TOTAL			

FISCAL IMPACT TO CURRENT BIENNIAL BUDGET: \$1,650,900 FOR 2019/2020

ARE THE EXPENDITURES AND REVENUES PLANNED AND BUDGETED? Yes, the expenditures have been planned and budgeted for 2019/2020 biennium. Expenditures for 2021 will be planned and budget requested as part of the 2021/2022 biennial budget cycle.

IF EXPENSE IS NOT BUDGETED, PLEASE EXPLAIN HOW THEY ARE TO BE COVERED. N/A

APPROVED:

Jackie Flowers / Director of Utilities

Exhibit "A"



SOW #

MBSA #

Statement of Work for Implementation Services #1

to

Master Supplier Business and Services Agreement

This Statement of Work (the “SOW”) is made by and between the Parties identified below on the date indicated below (the “SOW Effective Date”). The Services specified in this SOW will be governed by the terms and conditions of the Master Agreement between the Parties and identified above. The Master Agreement, this SOW, and any attachments or exhibits incorporated hereto shall constitute an Agreement between the Parties (referred to herein as “the Agreement” or “this Agreement”). Capitalized terms used but not defined herein have the meanings ascribed to them in the Master Agreement.

Addresses and contact details

City	Supplier (Sensus USA Inc.)
Address: 3628 South 35 th Street Tacoma, WA 98409-3192	Address: 8601 Six Forks Road Suite 700 Raleigh, NC 27615
Contact Name: Andre Peddeferri	Contact Name: Mark Newton
Phone Number: 253-502-8997	Phone Number: 919-845-4000
Email Address: apeddeferri@cityoftacoma.org	Email Address: mark.newton@xyleminc.com
	Tax ID: 51-0338883

Term:

SOW Effective Date:	April 26, 2019
---------------------	----------------

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1. PROJECT BACKGROUND

City has requested the implementation Services listed below which are deemed part of the Work to be provided pursuant to the Agreement. All amounts in this SOW are in US Dollars.

1.1. Exhibits

The following are attached and made a part of this SOW:

- 1) Exhibit 1 FlexNet System Acceptance Test Plan
- 2) Exhibit 2 Pricing

2. DEFINITIONS

2.1. "Accepted Coverage Meter List" means those meters where network coverage is provided by the Final Field Network Design. The Accepted Coverage Meter List may be amended by the Parties to add new meters covered by the network.

2.2. "Available Meter" means an installed Supplier FlexNet meter (with a SmartPoint Module installed) or a Supplier SmartPoint Module which has been installed on a third party meter, and which satisfies all of the following criteria:

- (i) it has been purchased by City;
- (ii) it is installed within the Service Territory applicable to the Final Field Network Design;
- (iii) it has been provisioned on the production RNI software;
- (iv) is not an Unavailable Meter.

2.3. "Unavailable Meter" means any Supplier FlexNet meter (with a SmartPoint Module installed) or a Supplier SmartPoint Module which has been installed on a third party meter, that has been purchased by City and installed, and meets any of the following criteria:

- (i) it does not function properly in accordance with the specifications;
- (ii) it is an electric meter that has not been powered for at least twenty-three (23) hours of the day under consideration;
- (iii) it is serviced by a FlexNet Base Station that has been subjected to a power failure greater than eight (8) total hours in the most recent two (2) days;
- (iv) it or a FlexNet Base Station that serves that meter has been affected by a force majeure event;
- (v) illegal jamming of the radio spectrum or other illegal interference is preventing radio communication to or from the meter;
- (vi) it has been identified by City or Supplier as an Endpoint that requires replacement or maintenance;
- (vii) its functioning or performance has been adversely affected by deficiencies of the meter box and socket;
- (viii) its functioning or performance has been adversely affected by a failure or insufficiency of the City's backhaul telecommunications network.

2.4. "Final Field Network Design" means the final, mutually agreed upon list of FlexNet Base Stations, including locations, antenna heights, and FlexNet Base Station type. The Final Field Network Design will

be provided by Supplier based upon radio frequency propagation studies that use the Meter File of Record.

2.5. "Meter File of Record" means and includes the best available information regarding all Endpoints, existing or planned to be covered by the FlexNet System. The Meter File of Record will include all Endpoint types, locations, and available information regarding installation environment such as indoor sites, pits, etc.

2.6. "Network Infrastructure" means RF Field Equipment, antennae, coaxial cable, RF Field Equipment hangers, and any network mitigation services specified by Supplier to achieve the network coverage and capacity requirements of the Final Field Network Design.

2.7. "Network Infrastructure Purchase Cap" means the maximum dollar amount defined in the Statement of Work for Hardware #1.

2.8. "No Meter Left Behind Guarantee" means the implementation obligations of Supplier as defined in Section 6.5 of this Agreement.

3. SCOPE OF WORK/SERVICES

3.1. Term

Services under this SOW shall commence on the SOW Effective Date. The SOW shall be effective until June 30, 2022, unless mutually extended in writing by the Parties.

THE CITY MAY TERMINATE THIS AGREEMENT FOR CONVENIENCE. FOR CLARITY AND AVOIDANCE OF DOUBT, THE CITY'S RIGHT TO TERMINATE THIS AGREEMENT FOR CONVENIENCE PURSUANT TO SECTION 8.2 AND SECTION 8.2.1 OF THE MASTER AGREEMENT DOES APPLY.

Notwithstanding anything to the contrary, City's notice of termination for convenience must be provided to Supplier no less than thirty (30) days prior to the effective date of termination. City has a duty to use commercially reasonable efforts to mitigate any damages or expenses that may result in connection with the termination for convenience of this Agreement.

Should delays solely caused by City or its third parties not under Supplier's control, or other causes beyond Supplier's control prevent the Service from being completed within the term of this SOW, Supplier shall work with City to extend project management, field engineering or system engineering Services upon execution in writing of a Change Order and/or amendment to the SOW.

Unless otherwise stated in this SOW, City will make a reasonable effort to provide Supplier with a ten (10) day advance notice when requesting Supplier resources to be on-site to perform the Services required under this Agreement.

Unless otherwise stated, Supplier team members who are performing Services specifically for City shall be available during local business hours (8:00^{am} - 5:00^{pm} on Business Days) in City's time zone (Pacific Standard Time). Off-hour resources can be arranged during critical periods.

Any Work required during the Term of this SOW that is not included in this SOW and any task beyond those stated in this SOW is considered to be out of scope. Any change to any task, including any change to quantities or other parameters referenced in any task that results in changes to pricing, must follow

the Changes to Scope of Work Section 3.3 of the Master Agreement. City may make changes within the general scope of Services and/or Deliverables upon execution in writing of a Change Order and/or amendment hereto.

3.2. Project Management

3.2.1. Supplier Responsibilities

1. Supplier will provide a project manager to be responsible for all aspects of the Supplier's implementation Deliverables identified in the SOW. This is to include the coordination and scheduling of Work activities in conjunction with City's project manager.
2. Supplier's project manager will be the primary point of contact for Supplier's resources.
3. Supplier will provide periodic reports and participate in all meetings as defined in the communication plan.
4. Supplier will provide input throughout the term of this SOW, as appropriate, to project communications and other artifacts including the risk management plan, master project schedule, and the City's communication plan.
5. Supplier's project manager will, if necessary, propose changes to the execution of this SOW via Section 3.3.3 Change Order Control Procedures of the Master Agreement.

3.2.2. City Responsibilities

1. City will provide a project manager responsible for the overall management of this SOW, including the coordination and scheduling of work activities in conjunction with Supplier's project manager.
2. City will maintain the master project schedule.
3. City will develop a communications plan to coordinate and report status of the work activities identified in this SOW, as well as the overall AMI Project. This includes on-site meetings, online meetings, conference calls, issues list and written reports.
4. City will develop a risk management plan.
5. The City project manager will be the primary point to contact for the City's resources.

3.2.3. Joint Responsibilities - none

3.2.4. Supplier Deliverables

1. Updates to the master project schedule
2. Monthly project status reports

3.3. Blueprint

3.3.1. Supplier Responsibilities

Supplier has the following responsibilities and/or obligation to complete the following tasks:

1. Supplier will participate with City's vendor(s) to develop a comprehensive blueprint workshop plan and provide all requirements for Supplier-required workshops to City's vendor(s).
2. Supplier will participate with City and City's vendor(s) to establish documentation standards for design and testing.
3. Supplier will participate in and, as necessary, facilitate design workshops with City and City's vendor(s) to define the solution that consists of the Supplier FlexNet System and

integrations. Supplier participation and facilitation responsibilities will be established in the comprehensive blueprint workshop plan.

4. Supplier will provide all workshop material for Supplier-facilitated workshops to City at least ten (10) days prior to the scheduled design workshop.
5. Supplier will review all business process requirements related to the FlexNet System with City and provide information regarding if and how the FlexNet System would support each requirement. In the event that one or more requirements cannot be met, Supplier will provide this information in the form of a gap analysis document.
6. Supplier will document the interfaces related to integration with Supplier's AMI RNI software for the integrations identified during the solution design workshops. In general, Supplier expects to develop integration to support:
 - a. Delivery of meter reads to MDMS
 - b. Delivery of events and alarms to MDMS
 - c. Meter provisioning, including add, modify and remove of meters
 - d. Request and response of commands, including on-demand read, disconnect switch status and remote operation of the disconnect switch
7. Supplier will prepare written documentation of the functional specification and planned technical architecture of the solution as it relates to the FlexNet System in the format agreed to with City. The documentation will be reviewed and finalized in collaboration with City and City's vendor(s).
8. Supplier will develop the RNI integration technical specification for each identified integration
9. Supplier will work with City and City's systems integrator to document the functional test plan and environments requirements
10. Supplier will document integration use-cases and sequence diagrams as requested by City or City's vendor(s). Documents will be prepared according to City-provided documentation standard.

3.3.2. City Responsibilities

City has the following responsibilities and/or obligation to complete the following tasks:

1. City will schedule the workshops with City and vendor personnel.
2. City will provide information regarding as-is and to-be business processes and systems.
3. City will provide final requirements for the integrations, including system context diagrams and interactions, and mapping of high-level data flow and requirements with each in-scope system.
4. City will provide, prior to the start of the blueprint workshops, the business processes and business requirements for the AMI solution.
5. City will coordinate communications with vendor(s) and internal resources, as needed, to provide the optimal flow of information.
6. City will identify which of City's information systems require integration with RNI to fulfill City/Supplier AMI project requirements.
7. City will provide Supplier with access to vendors and application subject matter experts as needed to complete RNI functional and technical designs.
8. City will provide timely resolution of business requirement and project scope issues
9. City will timely sign-off on acceptable Supplier functional and technical design documents.

3.3.3. Joint Responsibilities

The joint responsibilities listed below are to be confirmed with City's vendor(s). Supplier and City will work together in coordination with the vendors(s) to perform each of the following tasks:

1. Agree on a blueprint workshop plan, under the facilitation of City's vendor(s).
2. Meet jointly with City's vendor(s) in blueprint workshops, to facilitate knowledge transfer about RNI.
3. Establish project plan and sequencing of integration for the in-scope RNI components and interfaces.

3.3.4. Supplier Deliverables

Supplier will provide inputs to an architectural solution design that includes:

- a. Target/source systems
- b. Integration points
- c. Data flows

Supplier will deliver the following as drafts for City review and will update the Deliverables based on feedback from City as a final Deliverable for acceptance by City:

1. A document that contains detailed information about the FlexNet System, including end-to-end theory of operations. The document will include summary of system modules, database structures, data flows, overarching system mechanics, etc.
2. The "Functional Design Document" which details the functional requirements for the RNI configuration to meet the City's documented business process requirements. The final format will be as agreed to with the City and City's System Integrator.
3. The "Technical Design Document" which details the integration requirements for the RNI to interface with the City's systems. The final format will be as agreed to with the City and City's system integrator.
4. A configuration workbook for the RNI
5. A gap analysis document
6. Interface specifications, as required. Pending agreement with City and City's system integrator, this may be addressed by the technical design document.

3.4. Field Network Design

3.4.1. Supplier Responsibilities

Supplier has the following responsibilities and/or obligation to complete the following tasks:

1. Supplier will provide field network design Services. Supplier has delivered the initial field network design as part of the RFP response. The network design will be based on the Meter File of Record, as well as RF network bandwidth requirements and acceptance criteria.
2. Supplier will ensure that FlexNet Base Station site locations utilize sites supplied and validated by City.
3. Supplier will update the field network design based on FlexNet Base Station site availability and City's preference for FlexNet Base Station site location. Supplier may perform one or more iterations of field network design to optimize the design.

4. Supplier will make commercially reasonable effort in the field network design to utilize the FlexNet Base Station sites preferred by City. If Supplier determines that the use of a FlexNet Base Station site preferred by City over other potential sites has a material impact on the total Network Infrastructure for the given area, Supplier will notify City of the impact and the use of said site shall be considered a new requirement and the additional Hardware will not count towards the Network Infrastructure Purchase Cap.
5. Prior to finalizing the network design, Supplier, with support from City, shall complete a site survey of the deployment area to validate the field network design and recommended installation locations. Supplier will provide FlexNet Base Station site survey documents for each site that include photos, latitude/longitude coordinates, and any special instructions for installation. Supplier will conduct FlexNet Base Station site surveys and visit 100% of the proposed installation sites for FlexNet Base Stations.
6. Upon mutual agreement, the Supplier will finalize the design as the Final Field Network Design. The Endpoints covered by the design will be documented as the Accepted Coverage Meter List. The Final Field Network Design will also include the maximum number of meters the network is able to communicate with, and that maximum number shall be no less than 5% greater than the number of meters in the Accepted Coverage Meter List. In the event that that City desires more capacity at one or more FlexNet Base Stations, the need for additional Hardware shall be considered a new requirement and the additional Hardware will not count towards the Network Infrastructure Purchase Cap.
7. From time to time, City may provide data to Supplier regarding new Endpoint locations. Supplier will evaluate the locations to ensure that they are within the coverage and capacity limitations of the then-current network. In this case, the proposed meters will be added to the Accepted Coverage Meter List. If coverage and/or capacity limitations are encountered, Supplier will coordinate with City to provide options to City.

3.4.2. City Responsibilities

City has the following responsibilities and/or obligation to complete the following tasks:

1. Supplier and City will collaborate to provide/confirm polling frequency and other data collection / communication requirements that will affect RF network bandwidth requirements.
2. City will provide the most accurate data reasonably available that can be used to determine where FlexNet Base Stations should be located, including without limitation, the furnishing of documents, maps and other such material that depict the location, address (including zip code, if available), height above ground (if available), and latitude and longitude position coordinates (required) City facilities, transmission and distribution rights of way, substations and administrative buildings.
3. City will provide the most accurate data reasonably available for the Endpoints in the Meter File of Record.
4. City will help Supplier understand the specific placement criteria and installation techniques acceptable to City for the installation of network devices on City facilities.
5. Following the site survey, City will review the recommended installation locations and coordinate with Supplier regarding potential changes to these locations within ten (10) business days.
6. City will secure internal and external approvals, improvements, modifications, for attachment of FlexNet Base Stations, including local construction permits, franchises,

licenses, or other fees. This step must be completed prior to the deployment of the field network.

7. City will determine and provide the method of power connection (direct line connect or photo cell adaptor) for FlexNet Base Stations at any given location.
8. City will obtain the services of the WAN provider(s) (e.g., cellular operators or fiber operations), if any, and provide coverage maps to Supplier for its use during the design of the RF network. Upon City's acceptance of Supplier's Final Field Network Design resulting from the site survey, City must acquire the WAN facilities necessary to provide backhaul capabilities consistent with the network design. City will ensure that all WAN communication links are installed and maintained in accordance with agreed upon specifications, including establishing an agreed upon secure network connection from the WAN backhaul to the appropriate data center(s) housing the RNI system to carry traffic between the FlexNet Base Stations and the RNI.

3.4.3. Joint Responsibilities

1. Supplier and City will jointly conduct site surveys to determine the feasibility and appropriateness of each site identified in the network design. Should a site not be feasible or appropriate, the City will identify alternate sites that can be considered for the Final Field Network Design.

3.4.4. Supplier Deliverables

Supplier shall provide the following:

1. Final Field Network Design.
2. FlexNet Base Station site survey documents.
3. FlexNet Base Station installation guide.

3.5. Field Network Deployment Support

3.5.1. Supplier Responsibilities

Supplier has the following responsibilities and/or obligation to complete the following tasks:

1. Supplier will train City field personnel and its vendor(s) on the procedures, and specific considerations related to the installation of Hardware. The training will include a combination of classroom and hands-on training. This training may be recorded by City for future internal use.
2. Supplier shall perform a review of each installed FlexNet Base Station to ensure the FlexNet Base Station is installed in accordance with Supplier's installation guide, is operating correctly, and is not experiencing radio frequency interference from external sources, hereinafter a "Site Certification." Supplier shall either certify that each site passes all requirements or provide documentation of observed deficiencies and recommended remediation. For those sites that fail the Site Certification process, City shall perform required remediation and coordinate with Supplier to schedule a second visit. If more than two (2) visits are required due to fault of City to install the FlexNet Base Station in accordance with the site survey document, Supplier reserves the right to invoice City for time and materials associated with all visits after the second.

3. Supplier shall train City and its vendor personnel on communications troubleshooting procedures for the FlexNet Base Stations and Endpoints, along with use of the relevant tools. For clarity, this training does not include troubleshooting of metering functions. This training will be scheduled at a mutually agreed time, and may be recorded by City for future internal use.
4. Supplier will provide training material, troubleshooting manuals, and documentation at least thirty (30) days prior to the scheduled training for review and comment by City. City will review provided documentation and provide feedback to Supplier of completeness and quality. Supplier will utilize feedback from City to update the documentation as reasonable and appropriate. If the production documentation update schedule does not meet City's project needs, Supplier's project team will provide supplemental documentation materials to support the project.
5. Supplier will provide support contact information to City.
6. Supplier will utilize a ticketing system for tracking of issue resolution. In the event that the issue cannot be resolved by City, Supplier personnel will assist with troubleshooting and resolution.

3.5.2. City Responsibilities.

City has the following responsibilities and/or obligation to complete the following tasks:

1. City will complete all tasks necessary to inventory and warehouse all Hardware.
2. City will install FlexNet Base Stations, antennae, coaxial cable, hangers, and associated items in accordance with Supplier-provided installation guides. If City utilizes installation vendors, City will contract with and manage those vendors. City will confirm that its vendors follow Supplier-provided specifications and training.
3. City will compile an as-built data spreadsheet representing the "as built" field network design ("As Built Field Network Design"), listing pertinent information about the location of each FlexNet Base Station, including but not limited to GPS coordinates, AC power source, device height, inventory control information for the object to which the FlexNet Base Stations will be attached (e.g., inventory control tag on a utility pole, transformer tag on a pad-mount transformer, asset tag for a street light or pole belonging to an entity other than City, etc.), and any other relevant site-specific information that the Supplier may reasonably request and that is reasonably available to City. City will supply to Supplier, through an agreed-upon process and timeframe, an electronic file with location data ("Installation File") for installed FlexNet Base Stations, including any FlexNet Base Stations that are replaced after initial installation. The Installation File will contain the data and be in a format that is consistent with Supplier specifications. For clarity and to avoid any misunderstanding, Supplier agrees that this information is proprietary to City and is City Confidential Information.
4. City will identify a principal representative to communicate any FlexNet Base Station issues identified by Supplier.
5. City will provide a status update for pending FlexNet Base Stations, indicating the stage of City review of requested locations and expected date of installation (to be provided initially at a time mutually agreed by the Parties and then to be provided weekly). The report should also include a tally of remaining FlexNet Base Stations to be installed.

3.5.3. Joint responsibilities – none

3.5.4. Deliverables

Supplier shall provide the following:

1. Network theory of operation
2. Network installation training and manuals
3. Network troubleshooting training and manuals.
4. Network Site Certification(s)

3.6. First Article Testing

For all unique combinations of Integrated Electric Meter form and configuration, Supplier will provide four (4) sample meters out of the orders placed by City. These meters are first article samples and will be delivered to City for review and approval prior to releasing the balance of orders for each combination. The first article process is intended to ensure that meters are manufactured correctly, including meter type and labels, and are configured according to the City's order specification.

3.6.1. Supplier Responsibilities

1. Supplier shall support City's review and approval process for First Article samples.

3.6.2. City Responsibilities

City has the following responsibilities and/or obligation to complete the following tasks:

1. Provide orders to Supplier that include sufficient quantity for first article samples.
2. Provide timely approval or rejection notice of each delivery of first article samples.
3. Ensure that the jointly developed meter configuration form is accurate, based on the City's requirements.
4. Validate Hardware
5. Ensure that proper configuration and components are included.
6. Validate communication module configuration
7. Review of configuration settings unique to City.
8. Validate meter program
9. Ensure that the meter program is accurate, based on the City's requirements.

3.6.3. Joint Responsibilities

1. Both Parties shall review meter configuration

3.6.4. Supplier Deliverables

Supplier shall provide:

1. Completed electronic configuration in Supplier system of record for Integrated Electric Meters

3.7. Endpoint Installation

This SOW assumes that City or its vendor(s) will install Endpoint Devices.

3.7.1. Supplier Responsibilities

Supplier has the following responsibilities and/or obligation to complete the following tasks:

1. Supplier will provide training and documentation to City and its vendor(s) regarding the FlexNet System's meter lifecycle process capabilities.
2. Supplier will provide training and documentation to City and its vendor(s) regarding Supplier's installation tools.
3. Supplier is not responsible for any integration or customization activities related to Endpoint installation.
4. Supplier will provide best practice recommendations to City for installation of Endpoints, including Endpoints that are installed prior to the availability of network coverage.

3.7.2. City Responsibilities

City has the following responsibilities and/or obligations to complete the following tasks:

1. City is responsible for installation of all Endpoints.
2. Supplier recommends that the RNI unit testing be successfully completed, and FlexNet Base Stations be installed and certified in advance of installation of Endpoints to the extent practical. City reserves the right to install Endpoints before RNI and FlexNet Base Stations have been installed in an area, but acknowledge that these Endpoints are excluded from any calculation used for performance measurement, service level agreements, or other similar purpose. Upon completion of all relevant FlexNet Base Station installation and Site Certification, previously excluded Endpoints will be included in performance measurement.

3.7.3. Joint Responsibilities

1. City will provide to Supplier data regarding the deployment plan for the Endpoints. The objective is to facilitate communications between Supplier and City. At the request of the City, Supplier may provide recommendations regarding Endpoint deployment as it relates to deployment of FlexNet Base Stations and Endpoint supply scheduling. Supplier will have no authority to approve, reject or modify the Endpoint deployment plan.

3.7.4. Supplier Deliverables

Supplier shall provide:

1. Installation tool documentation, as appropriate.

3.8. Backhaul Network Planning

3.8.1. Supplier Responsibilities

Supplier has the following responsibilities and/or obligation to complete the following tasks:

1. Provide relevant Subject Matter Expert's to discuss network planning specifics.
2. Provide a detailed review and documentation of Supplier FlexNet System.
3. Provide a detailed review and documentation of Supplier's WAN configuration.

4. Assist City in identifying WAN requirements.
5. Assist City in identifying appropriate WAN technology (ies) for deployment.
6. Review and provide comment on City final WAN design and technology.
7. Provide a detailed review of Supplier data center network design issues related to the Backhaul.
8. Implement security provisions based as required for final backhaul network design.

3.8.2. City Responsibilities

City has the following responsibilities and/or obligations to complete the following tasks:

1. City will make available IT project management and Subject Matter Expert's available to discuss network planning specifics.

3.8.3. Joint Responsibilities

1. Supplier and City prepare design for backhaul network.
2. Supplier and City will work together to implement a secure VPN between Supplier's and City's data centers, and ensure that firewalls at each location are configured to only allow necessary traffic.

3.8.4. Supplier Deliverables

Supplier shall provide:

1. Backhaul network documentation

3.9. Security Planning

3.9.1. Supplier Responsibilities

Supplier has the following responsibilities and/or obligations to complete the following tasks:

1. As part of the Implementation, Supplier will lead an interactive session(s) with City to provide an overview of security features of the FlexNet System, including a review of the security technologies, policies, processes, and controls
2. If, during the Implementation, City performs independent security/penetration tests, Supplier will review the test results and propose appropriate remediation steps to City within thirty (30) business days of receipt of the test results, or as otherwise mutually agreed. For those vulnerabilities not required to be addressed under the Statement of Work Software, may be addressed under a Change Order or new SOW.

3.9.2. City Responsibilities

City has the following responsibilities and/or obligations to complete the following tasks:

1. City will provide contact information for the person or department with whom Supplier will communicate should any security-related incident arise during Supplier's performance of Services.
2. City reserves the right to perform an independent security/penetration test on the Hardware and Software under terms mutually agreed upon by the Parties.

3.9.3. Joint Responsibilities - none

3.9.4. Supplier Deliverables – none

Supplier shall provide the following:

1. Reports or other documentation, as required

3.10. Design/Setup of Data Center

3.10.1. Supplier Responsibilities

Supplier has the following responsibilities and/or obligations to complete the following tasks:

1. Supplier shall provide to the City Supplier's standard disaster recovery plan. The plan shall include the Recovery Time Objective ("RTO") and Recovery Point Objective ("RPO") metrics as defined for those events that are declared to be a disaster under the disaster recovery plan, including; (a) loss of an entire data center, (b) other event causing a significant loss of system functionality, and (c) inability to access or read data.
2. Supplier shall establish database, storage and backup requirements. Unless otherwise agreed, the requirements will include, without limitation, a plan for Supplier to backup data as required by the disaster recovery plan and retain a minimum of seven (7) days of backups at Supplier's data center and offsite of Supplier's data center. The backups will be stored at the site of Supplier's data center for quick recovery. Supplier will take immediate steps to restore any lost or corrupted data from the most recent back-up disk or from the remote server.
3. Supplier shall establish racking and cabling specifications for data center Hardware used to support the RNI application for all environments to be implemented, and perform physical installation ("rack and stack") and cabling. Supplier shall provide as-build documentation to Supplier Network Operation Center. NOTE: City expects, and Supplier will implement, RNI Hardware and Software on dedicated servers which are not shared with other utilities or customers.
4. Supplier shall procure all data center Hardware and storage (SAN) based on RNI product specifications and Supplier capacity and performance recommendations.
5. Supplier shall install, configure and test data center network and external connections as required to support the RNI product(s), including routers, switches, and firewalls.
6. Supplier shall install, configure and test all required operating systems, databases, and other third party software.
7. Supplier shall install, configure, and test RNI product(s) for all environments to be implemented.

8. Supplier shall provide network connectivity between Supplier's primary and secondary data centers to meet the RPO design requirements for disaster recovery.
9. Supplier shall perform end-to-end validation of each RNI installation.

Supplier shall configure and test Hardware and Software backup solution.

3.10.2. City Responsibilities

City has the following responsibilities and/or obligation to complete the following tasks:

1. City will review Supplier's disaster recovery plan.
2. City will establish and pay for a secure network connection from the WAN backhaul provider, to carry traffic between the FlexNet Base Stations and Supplier's data center. (Alternatively, a dedicated telecommunications circuit for WAN backhaul connectivity may be provided at City's expense.)
3. City will provide input regarding the configuration of RNI including user accounts and any City-specific configuration elements (e.g., batch job schedule and frequency, import/export process and interfaces).
4. City shall confirm application reachability and access/authorization functionality of the RNI environments.

3.10.3. Joint Responsibilities

1. The Parties will establish a primary remote access method for the connection between the Supplier data center(s) and City ("Data Center Connectivity"), to enable City to access the RNI system via browser (i.e., user interface) and integration with City's back-office systems (e.g., web services). Optionally, a dedicated redundant access method, such as MPLS, can be obtained at City's expense. Implement security aspects of the network configuration and setup.
2. The Parties will review and modify, as necessary, the disaster recovery plan annually.
3. Perform an initial walk-through / test of the disaster recovery plan to confirm failover capabilities, following end-to-end validation of the disaster recovery instance of RNI. This activity will be performed on a non-production environment.

3.10.4. Supplier Deliverables

1. Supplier to provide access to Supplier's data center Subject Matter Expert's for the establishment of the network connection between the Suppliers data center and the City's data center.

3.11. RNI Deployment and Configuration

3.11.1. Supplier Responsibilities

Supplier shall have the following responsibilities and/or complete the following tasks:

1. Configure the instances of RNI to meet CITY's requirements using currently available methods/APIs, according to the RNI Functional Design Document and RNI Technical Design Document and RNI Configuration Workbook, and revise the documents as necessary pursuant to further discussions and work with CITY.
2. Update Configuration Workbook with the "as built" implemented configuration of RNI
3. Enable CITY's resources to understand and verify how RNI has been configured.
4. Validate the RNI installation and configuration.
5. Resolve RNI environment issues.
6. Assist with early stage prototyping and testing of component integration. Provide test data and message samples as requested by CITY's Systems Integrator or MDMS Vendor to support their development and unit testing activities.
7. Provide sample request/response web services and sample files for in-scope integration use cases

3.11.2. CITY Responsibilities

City has the following responsibilities and/or obligation to complete the following tasks:

1. Develop system interfaces between RNI and CITY's data center systems.
2. Track project issues and resolution.

3.11.3. Joint Responsibilities - none

3.11.4. Supplier Deliverables

Supplier shall provide:

1. A Functioning RNI.
2. Updated configuration workbook, functional design document, technical design document as required.

3.12. Unit Testing

A series of tests will be performed in the test environment to validate that the configuration and application programming interfaces have been enabled according to the business requirements and that the RNI is ready for RNI integration activities to begin.

3.12.1. Supplier Responsibilities

Supplier shall have the following responsibilities and/or complete the following tasks:

1. Develop the "Unit Test Plan", which means and includes test scripts, test data requirements, testing prerequisites and assumptions.
2. Review the Unit Test Plan with City and City's System Integrator and update the Unit Test Plan based on that review.
3. Perform unit tests and collect results.

4. Develop the "Unit Test Report," which means and includes documentation of results and observations gathered during the performance of the unit tests.

3.12.2. City Responsibilities

City shall have the following responsibilities and/or complete the following tasks:

1. Review Unit Test Plan.
2. Review Unit Test Report.

3.12.3. Joint Responsibilities - none

3.12.4. Supplier Deliverables

Supplier shall provide:

1. Unit Test Plan
2. Unit Test Report

3.13. RNI Integration

Supplier will develop and provide integrations between the RNI and City's MDMS.

3.13.1. Supplier Responsibilities

1. Supplier will configure or develop integrations as defined in the technical design document.

3.13.2. City Responsibilities

1. City or its vendor(s) will be responsible for all integrations not included in Supplier's technical design document.
2. City or its vendor(s) will be responsible for ensuring the overall architecture of the integrations meets City's requirements.

3.13.3. Joint Responsibilities

1. City and Supplier will coordinate testing activities to ensure successful completion of the integrations.

3.13.4. Supplier Deliverables

Supplier shall provide:

1. Working integrations.

3.14. Network Tuning

3.14.1. Supplier Responsibilities

1. Supplier will evaluate register read success, read interval success, and FlexNet Base Station performance, and issue FlexNet System configuration tuning reports recommending performance improvement actions as appropriate. Examples of issues

that could surface are Hardware issues, interference issues, antenna system issues. Those actions that involve changes to configuration of the RNI Software, FlexNet Base Stations, and Endpoints will be performed by Supplier.

2. Supplier will transfer knowledge of the methods used to identify opportunities for performance improvement and the actions to take to realize the performance improvement.

3.14.2. City Responsibilities

1. City will evaluate the reports issued regarding register success, read interval success, and base station performance and work with the Supplier to implement the recommended actions to realize the performance improvement.
2. For external issues the City will provide the resources to address base station Hardware and antenna system issues.

3.14.3. Joint Responsibilities

1. For external interference issues the Supplier and the City will work together to resolve the interference. Generally, the Supplier will identify the interference source and the City will be responsible for interfacing with the City's customer that is causing the interference.

3.14.4. Supplier Deliverables

1. Supplier will provide written FlexNet System configuration tuning reports and will include recommendations for performance improvement. The reports will be developed and provided at the 50,000, 100,000, 150,000, and 200,000 Endpoint deployment points, and at end of this AMI project.

3.15. Integration and User Acceptance Testing

3.15.1. Supplier Responsibilities

Supplier shall have the following responsibilities and/or complete the following tasks:

1. Supplier will support City's System Integrator in the development of the integrated solution test strategy and plan. Such support will include participation in workshops and meetings and review of the draft plan.
2. Supplier will provide to City and City's System Integrator any available integration and user acceptance test scripts.
3. Supplier shall provide guidance to City and City's System Integrator on how to execute test plans for integration points between RNI and MDMS.
4. Supplier shall provide support to City and City's System Integrator during the execution of the test plans (via troubleshooting and remediation). Throughout the testing period, Supplier will actively participate in triage sessions and will resolve issues/defects found during testing that affect RNI in accordance with the jointly agreed upon priorities assigned.
5. During integration testing, Supplier will participate in each test as required to operate the RNI and validate the integrations and data flows to and from the RNI and the functionality of the RNI to demonstrate compliance with each test case.

6. Supplier shall participate in regular testing and defect meetings
7. Supplier shall refresh the RNI environment as required
8. Supplier shall develop a RNI configuration guide in support of operations and support issues

3.15.2. City Responsibilities

City shall have the following responsibilities and/or complete the following tasks:

1. City or City's System Integrator will create overall test strategy and test plan
2. City or City's System Integrator will create integration test plan
3. City or City's System Integrator will create acceptance test plan
4. City or City's System Integrator will create test scripts.
5. City or City's System Integrator will execute the test scripts.
6. City or City's System Integrator will provide Supplier with documentation of the test plans.
7. City or City's System Integrator will schedule coordinated test cases to include Supplier participation.
8. City or City's System Integrator will review test case results with Supplier.
9. City or City's System Integrator will conduct test and defect management meetings
10. City or City's System Integrator will develop system integration test report and user acceptance test report

3.15.3. Joint Responsibilities

1. City and Supplier will coordinate testing activities to ensure successful completion of the integrations.

3.15.4. Supplier Deliverables

Supplier shall provide:

1. Updated Configuration Workbook, RNI Functional Design Document and RNI Technical Design Document, as required.

3.16. FlexNet System Acceptance Testing

A series of tests will be performed by City in the production environment to validate that the FlexNet System operates according to the documented expectations of the City. Exhibit 1 - FlexNet System acceptance testing plan defines the testing plan and structure for the acceptance criteria to be performed by the City. The testing plan and acceptance criteria may be modified by the Parties to reflect further service level agreements mutually agreed upon in future blueprinting workshops and design.

3.16.1. Supplier Responsibilities

Supplier shall have the following responsibilities and/or complete the following tasks:

1. Supplier shall develop initial test scripts based on the acceptance criteria for FlexNet System acceptance tests, presented in Exhibit 1

2. Supplier shall provide technical support to City during the testing process as requested by the City.
3. Supplier shall provide test results as described in Exhibit 1.

3.16.2. City Responsibilities

City shall have the following responsibilities and/or complete the following tasks:

1. Install and commission FlexNet Base Stations and integrated meter devices.
2. Provide a lead to coordinate testing activities with Supplier, including any fieldwork.
3. Create initial FlexNet System Acceptance Test Plan
4. City shall perform tests for the installed FlexNet System.

3.16.3. Joint Responsibilities

The Parties shall complete the following:

1. Finalize test scripts.
2. Finalize FlexNet System Acceptance Test Plan

3.16.4. Supplier Deliverables

1. Upon successful Completion of FlexNet System acceptance testing as defined in Exhibit 1, Supplier will provide a FlexNet System acceptance test summary document that includes, at minimum, results for all tests, a list of all open defects, and a punch list of remaining actions. For any "Failed" acceptance tests due to the Suppliers Hardware, software, or network performance the Supplier will provide an assessment of the failure and recommend a mitigation strategy or remedy.

3.17. Training

3.17.1. Supplier Responsibilities

Supplier shall have the following responsibilities and/or complete the following tasks:

1. Supplier will provide training and workshop support, including training materials, to City's staff, with a goal of providing sufficient knowledge to enable the staff to (a) oversee Supplier's management of the RNI system as defined in the Software SOW, and (b) use RNI applications.
2. Supplier will provide prerequisite knowledge, experience and/or prior coursework for each course offered. City may record the training sessions for future internal use. For all training, Supplier will provide full and complete documentation of all training material reviewed and in writing after the training, Supplier will provide additional documentation to satisfy the additional knowledge transfer required at no additional cost.
3. Supplier will review all available training modules with City. The current catalog of training modules is as follows:

- a. FlexNet® Introductory Series - This series of modules gives new customers a basic understanding of the components and applications within the Supplier FlexNet® communication network. 6-hour duration. Topics include:
 - i. FlexNet® Network
 - ii. FlexNet® Roles & Responsibilities
 - iii. Regional Network Interface (RNI)™
 - iv. Sensus Launch Pad Applications
 - v. Device Manager
 - vi. Network Pulse Application
 - vii. System Administration Application
 - viii. Sensus® Analytics™
- b. FlexNet® for Operators - This series of modules designed to familiarize new customers in the operator role with the fundamental tasks required to monitor and troubleshoot the Supplier FlexNet® communication network. 8-hour duration. Topics include:
 - i. Monitoring Overview
 - ii. Monitoring Network Performance
 - iii. Monitoring RNI Operation
 - iv. Monitoring Meter Operation
- c. FlexNet® for Administrators - This series of modules designed to familiarize new customers in the administrator role with the fundamental tasks required to monitor and maintain the Supplier FlexNet® communication network. 4-hour duration. Topics include:
 - i. RNI Component Review
 - ii. Monitoring Overview
 - iii. Security: User Access Control
 - iv. Security: System Access Control
 - v. Security: Data Access Control
 - vi. System Operation
 - vii. Firmware Download
- d. Meter Installation Series (Water / Electric) - This series of modules gives new customers installation recommendations for meters and their associated SmartPoints. 6-hour duration. Topics include:
 - i. FieldLogic™ Hub
 - ii. Field Device Setup
 - iii. FieldLogic™ Tools Connect
 - iv. Field Installation
 - v. FieldLogic™ Tools Additional
- e. M400 Base Station - This series of modules is designed to familiarize the participants with the M400 Base Station. 1.5 day duration. Topics include:
 - i. Introduction
 - ii. Hardware Overview
 - iii. Transceiver Chassis Overview
 - iv. Installation Procedure
 - v. Operating System
 - vi. Transceiver Log In Procedure
 - vii. Power On/Off
 - viii. Transceiver Power Cycling

- ix. Software Configuration
- x. tgbmenu
- xi. Configuring the Power Supply
- xii. Maintenance
- xiii. Troubleshooting
- f. R100 Base Station – This topic will be combined with the M400 Base Station training. Duration and topics are to be mutually determined.
- 4. Supplier and City will coordinate to develop a training plan consisting of system familiarization targeted for individual user groups.
- 5. Supplier will setup new training environment and/or modify existing non-production environments as appropriate.
- 6. Where available Supplier will provide job aid documents to City to support evaluation of skill proficiency for those that participate in the training sessions.
- 7. At the conclusion of each training session, Supplier will provide City training participants the opportunity to provide evaluations and feedback on the training. In the event that a training session is considered by City to have been ineffective, City and Supplier will develop a retraining plan.

3.17.2. City Responsibilities

- 1. City will organize logistics for training, including appropriate facilities.

3.17.3. Joint Responsibilities

- 1. Supplier and City will coordinate to develop a training plan that includes identifying required training for each City resources.
- 2. Supplier and City will coordinate a training schedule to train groups of users in an efficient fashion. This may include repeating certain sessions to account for new City resources, remedial training, and other needs.

3.17.4. Supplier Deliverables

Supplier shall provide:

- 1. Training course catalog
- 2. Training plan
- 3. Training materials, as appropriate
- 4. Completed training sessions, performed on-site, remotely, or on-line as appropriate

3.18. Production Cutover

3.18.1. Supplier Responsibilities

Supplier shall have the following responsibilities and/or complete the following tasks:

- 1. Provide standard data center (SaaS) go live procedures and checklists.
- 2. Provide guidance to City and City's System Integrator on the overall go-live plan.
- 3. Participate in go-live activities, including the migration and validation of the test environment to production
- 4. Provide SaaS support training at least 30 days prior to go-live.
- 5. Provide all turnover documentation

3.18.2. City Responsibilities

City shall have the following responsibilities and/or complete the following tasks:

1. Create overall system go-live plan
2. Execute overall system go-live plan

3.18.3. Joint Responsibilities

The Parties shall:

1. Create FlexNet System go-live plan
2. Execute FlexNet System go-live plan

3.18.4. Supplier Deliverables

Supplier shall provide:

1. Final RNI configuration workbook
2. Final RNI Functional Specification Document
3. Final RNI Technical Integration Document
4. SaaS support procedures.

3.19. Project Closeout

3.19.1. Supplier Responsibilities

1. Supplier shall prepare project completion plan, including any potential punch list items.

3.19.2. City Responsibilities

1. City will develop a project closeout plan.

3.19.3. Joint Responsibilities

1. Supplier and City will participate in project closeout process to ensure all requirements are met and administratively completed.

3.19.4. Supplier Deliverables

1. Supplier to provide lessons learned from Supplier's perspective to determine what could have been done better or more efficiently.

4. PAYMENT

The total price to be paid by City for Supplier's full and complete performance of this SOW will not exceed \$1,640,900.00 without the written consent of the City. Said price shall be the total compensation for Supplier's performance hereunder including, but not limited to, all Work, Deliverables, materials, supplies, Hardware, subcontractor's fees, and all reimbursable travel and miscellaneous or incidental expenses to be incurred by Supplier.

Supplier will invoice Implementation Services as indicated Exhibit 2 - Pricing

5. CHANGES TO SCOPE OF WORK

The City shall have the right to make changes within the general scope of Services and/or Deliverables upon execution in writing of a Change Order or amendment as outlined in Section 3.3 of the Master Agreement. If the changes will result in additional work effort by the Supplier, the City will agree to reasonably compensate the Supplier for such additional effort up to the maximum amount specified herein or as otherwise provided by City Code.

6. NETWORK DESIGN GUARANTEES

6.1. 100% Coverage Guarantee

Supplier guarantees that the FlexNet System built in accordance with the Final Field Network Design will successfully communicate with 100% of Endpoints in the Accepted Coverage Meter List, hereinafter referred to as "100% Coverage Guarantee". Successful communication shall be defined as the ability to meet the "Register Read Criteria" and "Interval Read Criteria" as described in Exhibit 1.

City acknowledges that the Supplier's Initial and Final Field Network Designs are based on location data provided by City. If such data is found to be materially erroneous or inaccurate and impacts the network design, the Parties will work in good faith to address the impact.

6.2. City Driven Network Design Changes

The Parties agree that if City requires changes to the Final Field Network Design, those changes will be documented in a written Change Order. All costs associated with the design change, including but not limited to Services, cost of Hardware, and the installation costs for the Hardware shall be the responsibility of City. The cost of the Hardware used specifically for this remediation will not count against the Network Infrastructure Purchase Cap.

6.3. Relocation of Network Hardware

In the event that relocation of FlexNet Base Station(s) is required to meet the 100% Coverage Guarantee or other performance requirements, and this relocation is not due to the fault of City, Supplier shall be responsible for all costs associated with the relocation of said base station(s), including removal and re-installation and associated Hardware.

6.4. Redundant Network Hardware

Supplier guarantees that a minimum of 99.0% of all outdoor Integrated Electric Meters in Accepted Coverage Meter List will be able to communicate with no less than two FlexNet Base Stations.

6.5. No Meter Left Behind Guarantee

- All Integrated Electric Meters and integrated water meters in the Accepted Coverage Meter List that are installed, initialized, fully functional, but unreachable by the RNI will become remediation meters.
- For each remediation meter, Supplier will create a No Meter Left Behind remediation plan where such plan will provide recommendations for changes to the network to capture remediation meters. Supplier may perform some or all of the following:
 - Confirm the communication module is operational within the appropriate specifications and evaluate the RF conditions in the area, determining potential buddy mode connectivity.
 - Request City to replace the meter if is not operating within agreed upon parameters.
 - Verify the service address and the meter serial number and request City to update RNI accordingly.
 - Supplier may identify one or more suggested actions that include system tuning, use of buddy meters, and installation of additional FlexNet Base Stations in accordance with this Agreement.

- If Supplier recommends the use of an external antenna, Supplier acknowledges that the antenna should be a) appropriately secured to prevent theft or damage, b) should not be an "eye sore" such that it generates customer complaints, c) should be permitted by a customer, depending on its location, and d) allowed by local regulations, as applicable.
- For avoidance of doubt, the equipment used to complete remediation of No Meter Left Behind as noted above will count against the 5% limit.
- City will execute the recommendations in the No Meter Left Behind remediation plan. Supplier will provide support as required.
- As the changes are completed for each remaining Integrated Electric Meter or integrated water meter in the No Meter Left Behind remediation plan, City will promptly notify Supplier that the integrated meter should now be fully remediated.

Agreed and accepted:

City	Supplier
Signature:	Signature:
Name: Jackie Flowers	Name: Michael McGann
Title: Director of Utilities/CEO	Title: Vice President – Sensus Americas

(City of Tacoma use only - blank lines are intentional)

Director of Finance: _____

City Attorney: _____

Approved By: _____

Approved By: _____

Approved By: _____

Approved By: _____

Approved By: _____

Approved By: _____

Approved By: _____

Approved By: _____



RESOLUTION NO. U-11082

1 A RESOLUTION related to approving the retention service and severance
2 payment agreements between the City of Tacoma and Click! non-
3 represented employees.

4 WHEREAS the City and Click! Unit have negotiated a Retention
5 Agreement and Severance Agreement ("Agreements"), and

6 WHEREAS the proposed Retention Agreement applies to non-
7 represented employees who have been deemed essential for the transition of
8 Click! operations to a new partner, and

9 WHEREAS the Retention Agreement covers ten employees currently
10 whose employment is considered essential and is deemed as essential by the
11 Director of Utilities or until Click! ceases operations as a City-owned entity; and

12 WHEREAS the employees would be eligible for a one-time lump sum
13 payment of \$15,000 in compensation for their successful contribution under the
14 Retention Agreement, and

15 WHEREAS, within the time period deemed as essential, under the terms
16 of the Retention Agreement, essential employees shall receive one (1) floating
17 holiday (8 hours) every two months during the time they are employed with
18 Click!, the first holiday will be awarded retroactive April 1, 2019, with
19 subsequent days awarded each two months thereafter (subject to customary
20 usage and cash out restrictions consistent with TMC 1.12.200(2)); and

21 WHEREAS the Severance Agreement provides severance payments for
22 non-represented Click! employees who lose their employment with the City of
23 Tacoma through the layoff process, and



WHEREAS eligible employees who are subject to the layoff will be
entitled to a lump sum severance payment equal to 80 hours at the employee's
base salary rate for each full year of employment up to a maximum of 480
hours under the Severance Agreement, and

WHEREAS, in addition, under the Severance Agreement, the employee
would be eligible for the equivalent of four months of medical insurance
premiums for COBRA coverage, including dental and vision, in a lump sum
payment, and

WHEREAS, it now appears in the best interest of the City that the
proposed Agreements between non-represented employees and the City be
approved; Now, therefore,

BE IT RESOLVED BY THE PUBLIC UTILITY BOARD OF THE CITY OF TACOMA:

That said proposed Retention Agreement and Severance Agreement
between the City of Tacoma and Click! non-represented employees are
approved, and the City Council is requested to concur in the approval and pass
and implement any necessary compensation ordinance, and authorize the
proper officers of the City to execute and implement the said Agreements
substantially in the form on file in the Office of the Clerk of the Board, as
approved by the City Attorney.

Approved as to form and legality:


Chief Deputy City Attorney

Chair

Secretary

Clerk

Adopted _____

of April 24, 2019

REQUEST FOR RESOLUTION

Date: April 12, 2019

INSTRUCTIONS: File request in the Office of the Director of Utilities as soon as possible but not later than nine working days prior to the Board meeting at which it is to be introduced. Completion instructions are contained in Administrative Policy POL-104.

1. Summary title for Utility Board agenda: (not to exceed twenty-five words)

Authorizing approval of Retention Incentive Agreements and Severance Agreements for Click! non-represented employees.

2. A resolution is requested to: (brief description of action to be taken, by whom, where, cost, etc.)

This resolution recommends approval of Retention Incentive Agreements and Severance Agreements between the City of Tacoma and Click! non-represented employees. The Retention Incentive will apply to non-represented employees who have been deemed essential for transitioning Click! operations to a new partner. The terms of the Agreements are identical to the agreement negotiated by the City with International Brotherhood of Electrical Workers, Local 483, Click! Unit and Washington State Council of County and City Employees, Local 120. There are 10 employees subject to the Retention Incentive Agreement, and the number of employees who may be subject to the Severance Agreement is unknown at this time.

The Retention Incentive and Severance Agreements for Click! non-represented employees are anticipated to be scheduled for consideration by the City Council as a Resolution on May 7, 2019.

3. Summarized reason for resolution:

The resolution will recommend the execution of Retention Incentive and Severance Agreements for Click! non-represented essential employees.

4. Attachments:

- a. Click! Retention Incentive Agreements for Non-Represented Essential Employees
- b. Click! Severance Agreement for Non-Represented Employees
- c. Letter from Jackie Flowers, Director of Utilities/CEO

5. ☐ Funds available ☐ Proposed action has budgetary impact

6. Deviations requiring special waivers: None

Originated by:

Requested by:

Approved:



Section Head

Division Head

Director of Utilities



TACOMA PUBLIC UTILITIES
3628 South 35th Street
Tacoma, Washington 98409-3192

April 12, 2019

To the Chairman and Members of the Public Utility Board
And
To the Mayor and Members of the City Council

The Management Team recommends adoption of the Click! Retention Incentive Agreement and Severance Agreement for Non-Represented Employees ("Agreements"). The terms of these Agreements are identical to the agreements negotiated by the City with International Brotherhood of Electrical Workers, Local 483, Click! Unit and Washington State Council of County and City Employees, Local 120. The Agreements are anticipated to be considered by the City Council as a resolution on May 7, 2019.

The Retention Incentive Agreement provides a retention incentive for non-represented, eligible, Click! employees whose employment is considered essential for the continued operations of Click!. There are 10 employees subject to the Retention Agreement. The Agreement provides for the specific definition and designation of essential employees, and upon completion of their time deemed as "essential" by the Director of Utilities, or, until Click! ceases operations as a City-owned entity, the employee's would be eligible for a one-time lump sum payment of \$15,000 in compensation for their successful contribution to the transition of Click! operations. In addition, throughout the time period an employee is deemed "essential" under the terms of the Retention Incentive Agreement, the employees shall receive one (1) floating holiday (8 hours) every two months during the time they are employed with Click! The first holiday will be awarded April 1, 2019, with subsequent days awarded each two months thereafter. The holidays are subject to customary usage and cash out restrictions, consistent with TMC 1.12.200(2).

The Severance Agreement provides severance payments for non-represented Click! employees who lose their employment with the City of Tacoma through the layoff process. Eligible employees who are subject to layoff will be entitled to a lump sum severance payment equal to 80 hours at the employee's base salary rate for each full year of employment up to a maximum of 480 hours. In addition, the employee would be eligible for the equivalent of 4 months of medical insurance premiums for COBRA coverage, including dental and vision, in a lump sum payment.

It is recommended that the Public Utility Board and the City Council take the necessary approving action.

Very truly yours,

Jackie Flowers
Director of Utilities/CEO



RETENTION INCENTIVE AGREEMENT

This Agreement is by and between The City of Tacoma, Department of Public Utilities, Light Division, dba Tacoma Power (Employer), and Employee.

Recitals

Employee is an at-will employee of Employer, and is essential to the Click! Network business unit of Tacoma Power.

As an essential employee, Employee possesses certain knowledge and skills that are essential to the ongoing operation of Click! Network.

Employer is considering a business transaction which, if consummated, could alter or curtail Employer's operation of Click! Network and could affect Employee's employment.

It is in Employer's interest that Employee apply attention and efforts to the operation of Click! Network while the transaction is under consideration.

Should the transaction move forward, it is in Employer's interest that Employee apply attention and efforts to implementation of the transaction through the end of a "transition period" which will be defined in the agreements documenting the transaction.

Considering Employer's need for Employee to apply attention and efforts to the operation of Click! Network and to implementation of the transaction, Employer desires to offer Employee an incentive to remain an employee of Click! Network during the period of consideration and implementation of the transaction.

Pursuant to Tacoma Municipal Code (TMC) Sections 1.12.110 H and I, the Director of Utilities has authority to enter into this Agreement

Term

The Term of this Agreement shall begin on the Effective Date, and shall terminate on December 27, 2019. The Effective Date shall be the first day on which this Agreement has been executed by both Employer and Employee. The termination date of this Agreement may be extended upon mutual agreement between Employer and Employee in writing.

Retention Incentive

If during the Term of this Agreement:

- (i) Upon completion of their time deemed as essential by the Director of TPU, or
- (ii) Until Click! ceases operation as a City-owned entity, or
- (iii) Until the City Council and Public Utility Board adopt a resolution to end the pursuit of a public-private partnership agreement, whichever is first;

Then Employer shall pay to Employee a one-time Retention Incentive, lump sum payment of \$15,000 in compensation for their successful contribution to the transition of Click! operations.

In addition, throughout the period that Employee is deemed essential under the provisions of the agreement, such employees shall receive one (1) floating holiday (8 hours) every two (2) months during the time they are employed by Click! The first will be awarded on 4-1-19 and every two months thereafter.

Accepting this incentive shall not prohibit employment at the City in another capacity after the time period deemed essential is served. Payments are subject to normal and customary deductions and taxes.

Other Provisions

Nothing in this Agreement shall alter the at-will nature of the employment relationship between Employer and Employee.

The aggregate total of any Retention Incentive actually paid shall not exceed the authority of the Director of Utilities pursuant to Tacoma Municipal Code (TMC) Sections 1.12.110 H and I.

Any Retention Incentive actually paid shall be in addition to all other compensation and monies owed and accrued to the Employee through December 27, 2019.

If Employee's employment with Employer is terminated by Employer for cause or for reasons not related to the business transaction described herein, then no Retention Incentive shall be provided to Employee.

Director of Utilities

Employee (print and sign)

Power Superintendent

Human Resources Director

Finance Director

Chief Deputy City Attorney

SEVERANCE PAYMENT AGREEMENT

This Agreement is by and between The City of Tacoma, Department of Public Utilities, Light Division, dba Tacoma Power (Employer), and Employee.

Recitals

Employee is an at-will employee of Employer. Employer is considering a business transaction which, if consummated, could alter or curtail Employer's operation of Click! Network and could affect Employee's employment.

Considering the uncertain effect of the transaction on Employee's employment, Employer desires to provide for the Employee's welfare if Employee's employment is terminated by Employer in connection with the transaction.

Pursuant to Tacoma Municipal Code (TMC) Sections 1.12.110 H and I, the Director of Utilities has authority to enter into this Agreement

Term

The Term of this Agreement shall begin on the Effective Date, and shall terminate on December 27, 2019. The Effective Date shall be the first day on which this Agreement has been executed by both Employer and Employee. The termination date of this Agreement may be extended upon mutual agreement between Employer and Employee in writing.

Severance Payment

If during the Term of this Agreement:

- (i) The Employee is laid off;
- (ii) The Employee does not accept another position at the City of Tacoma prior to layoff;
and
- (iii) The Employee executes a release of any claims against the City of Tacoma;

Then Employee shall be entitled to a lump sum severance payment equal to eighty (80) hours of the Employee's base salary for each full year of the Employee's employment in the Click! business unit, up to a maximum of four hundred and eighty (480) hours.

In addition, any employee laid off through this process will receive the equivalent of four (4) month's medical insurance premiums COBRA coverage (including vision and dental) in a lump sum payment.

These payments shall be subject to normal and customary taxes.

Other Provisions

Nothing in this Agreement shall alter the at-will nature of the employment relationship between Employer and Employee.

The aggregate total of any Retention Incentive and any Severance Payment actually paid shall not exceed the authority of the Director of Utilities pursuant to Tacoma Municipal Code (TMC) Sections 1.12.110 H and I.

Any Severance Payment actually paid shall be in addition to all other compensation and monies owed and accrued to the Employee through December 27, 2019.

If Employee's employment with Employer is terminated by Employer for cause or for reasons not related to the business transaction described herein, then no Retention Incentive or Severance Payment shall be provided to Employee.

Director of Utilities

Employee (print and sign)

Power Superintendent

Human Resources Director

Finance Director

Chief Deputy City Attorney