



THE CITY OF  
**Zanesville**

401 Market Street • Zanesville, Ohio 43701  
Phone (740) 617-4875  
E-mail: [council@coz.org](mailto:council@coz.org)

Council – Mayor  
Government

**PUBLIC SERVICE COMMITTEE AGENDA**

The meeting will be held in Council Chambers at Zanesville City Hall,  
401 Market Street, Zanesville, OH  
Tuesday, October 10, 2023 at 5:00 p.m.

This meeting is for discussion pertaining to the upcoming Ordinances, Resolutions, and items of the Public Service Committee for review as follows. Meetings are open to the public in person, by phone, or online via WebEx. Connection information is below.

- 1. Roll Call**
- 2. Approval of Minutes of September 11, 2023**

**Ordinances**

- 3. Ordinance No. 2023-99 – Introduced by Council – An Ordinance authorizing the Mayor’s administration to expend funds for the purpose of employee appreciation.**
- 4. Ordinance No. 2023-102 – Introduced by Council – An Ordinance authorizing the Public Service Director to enter into an agreement with a consultant for the design and bidding of the Water Meter Replacement Project.**

**Discussion Items**

- 5. Outside Commercial Rate**
- 6. Waterline Projects Completed**

The next regular meeting is scheduled for November 13, 2023

This meeting is open to the public who may attend in person or attend by phone or Internet using the information below.

Phone **1-844-621-3956** US Toll Free or **1-415-655-0001** US Toll.  
Use Access Code: **126 750 8098 #**

Online with WebEx- Enter **zanesvillecity.webex.com** in web browser. Enter Meeting Information- **126 750 8098**

**PUBLIC SERVICE COMMITTEE – SEPTEMBER 11, 2023**

The Public Service Committee met on September 11, 2023 at 5:00 p.m. in Council Chambers at City Hall, 401 Market Street, Zanesville, OH 43701.

Mr. Roberts: It is 5:01. I'm going to go ahead and call this meeting of the Public Service Committee to order. May I have roll call, please?

Committee Members Present: Councilperson Andrew Roberts, Chairperson; Councilperson Joey Osborn arrived a few minutes late; Councilperson Cody Pettit; and Councilperson Mark Ballmer.

Others present in person:

Scott Brown, Director of Public Service  
Billie Corns, Clerk of Council  
Lisa Hittle, IT

Don Mason, Mayor  
Chip Saunders, City Engineer  
Daniel Vincent, President of Council

Mr. Roberts: I'll entertain a motion on the approval of the minutes from August 14, 2023.

Mr. Pettit moved to approve the minutes dated August 14, 2023 as presented. Mr. Ballmer seconded the motion.

Mr. Roberts: All those in favor, aye. Opposed same sign.

A voice vote was taken with all being in favor. None were opposed. Mrs. Osborn arrived later. Motion carries.

**Ordinance No. 2023-91 – Introduced by Council – An Ordinance authorizing the Public Service Director to execute a purchase agreement with Water & Land Solutions, L.L.C. for the stream mitigation credits for the Muskingum Avenue Project and declaring an emergency.**

Chip Saunders: This is an ordinance as part of the Muskingum Avenue Project. We're taking that fill that we're going to cut when we cut the road back, and we're going to take that fill and put it in the park. To do that, there are streams that run through that park, and we have to fill those in. As part of the environmental conditions of the contract, we've got to mitigate for those streams. So, this lets us enter into a purchase agreement with the mitigation bank to take care of mitigating the streams. It's quite an expensive task, but it's 100% paid for with the grant funds that we've secured for the project. It needs to be done before we can start filling in these streams, which is why it has the emergency clause attached to it.

Mr. Roberts: Questions from the committee?

Mr. Ballmer: I'm good.

Mr. Roberts: I'll entertain a recommendation to Council.

Mr. Pettit: Motion to recommend passage to Council along with the waiving.

Mr. Ballmer: Second.

Mr. Roberts: Any further discussion? Mr. Vincent.

Mr. Vincent: If I could, a couple questions. With that, these streams, are they spring fed? Are they drainage from up on the hill somehow?

Chip Saunders: Yes, they're more like, there are two terms, intermittent and there's another term, ephemeral. One of them means the water is in it all the time, and the other one doesn't. This is the one that doesn't have water in it all the time. The spring that, actually the biggest spring there, is the one that dumps out on the road that you can see, the old remnants of.

Scott Brown: I got to see somebody taking a bath today in that stream. It was quite the sight.

Mr. Vincent: With that, the mitigation it's going over, it's Licking County, but I looked at a map from the website to get a better understanding of where that winds. It looks like part of it comes over to Muskingum County.

Chip Saunders: So, that's the watershed. So what they want you to do is buy credits in a watershed where you're doing your project. This mitigation bank itself is actually, it's along 586 almost to St. Louisville, and there's like 13,000 feet of stream on this farm that they've set it up for that. But what you saw on the internet was the whole watershed.

Mayor Mason: Let me ask you this, and I used to be at ODNR. So, is this the Muskingum Watershed or is it a different watershed?

Chip Saunders: Licking. This is actually Licking.

Mayor Mason: But Licking is part of the Muskingum Watershed?

Chip Saunders: Yes, that's correct.

Mayor Mason: As is the Walhonding.

Mr. Vincent: No way around it. It's all federal regulations and requirements?

Chip Saunders: It is, and like I said, it's 100% grant funding.

Mr. Vincent: But this is money going to be put into keeping this stream up in...

Chip Saunders: What you have to think about, the important thing is, we could haul the spill off, and we pay all that expense, and we wouldn't have the benefit of having the improved park area. So to us, since we're going to pay for it, as far as the grant, why not waste it onsite so we don't have to truck all the way through town. And we're left with a better park when we're done.

Mr. Vincent: This probably will keep it pristine?

Chip Saunders: Yes, so on this farm, they've got this area set up, and there's a conservation easement. This is like make it a pristine stream. You know, it's winding, and it's got the vegetation and all the things that it's supposed to have. I had to dig a little bit too because I wanted to know where it was at. I can show you that some other time.

Mr. Vincent: I think I saw photos.

Chip Saunders: Yes.

Mr. Vincent: All right, thank you.

Mr. Roberts: Any further discussion? We're on item #1, Joey. There's a motion and a second to recommend to Council passage with the emergency language. All those in favor, aye. Opposed same sign.

A voice vote was taken with all being in favor. None were opposed.

Mr. Roberts: Motion carries.

**Ordinance No. 2023-94 – Introduced by Council – An Ordinance authorizing the expenditure of funds for the purchase of Badger water meters.**

Scott Brown: In years past, we would buy water meters in, basically, small clusters. When I talked with Scott Bryant, the Superintendent of Water, he says it's taking a long time to get water meters. And it makes more sense to just put one good-sized order in if it's going to take 6 or 8 months to get them, and we'd like to get them all in at once. So we're just asking basically to spend \$100,000 all at once to be able to buy water meters.

Mr. Roberts: The price probably isn't going to be going down on these anytime soon?

Scott Brown: No, not at all. No, with water meters, they either stay the same or they go up. In 20+ years now, I have yet to see them go down.

Mr. Roberts: Do we have a quote already, Scott?

Scott Brown: We do, and the water meters we use is a brand called Badger. So, obviously we don't want to mix and match water meters, and so that's correct. Like a lot of brands, let's say John Deere, there's only one dealership in an area that can sell that brand. So it's the same thing with this. We know that we need to buy Badger water meters, so there's one basically place that can sell to this region. So, we have a quote from them as to how many meters to get for \$100,000. Once we pass the legislation, we'll be able to put in the order and hopefully we'll be able to get them by, we're hoping by the first of the year.

Mr. Roberts: And I guess that was my question, how long is the quote good for?

Scott Brown: Usually they're good for 60 days.

Mr. Roberts: So do we have any need to move this through?

Scott Brown: That would be wonderful if we could waive the readings, and then that would get us through. We did not attach emergency language to it.

Mr. Roberts: I'll entertain a motion to authorize approval of this with waiving the readings.

Mr. Ballmer: So moved.

Mr. Pettit: Second.

Mr. Roberts: A motion and a second. Anything else?

Mrs. Osborn: Mr. Chairman?

Mr. Roberts: Mrs. Osborn.

Mrs. Osborn: So, how far ahead will this put us in purchasing them little groups at a time? Where does that put us?

Scott Brown: We usually would buy about \$30,000 at a time, so this would be the equivalent of about 3.5 of these groups. Basically, the idea was that 30,000 meters at, roughly \$400 a meter, would take a little bit of time to put them in. So instead of having all of these meters sitting on a shelf, that's why we in the past would buy them in small groups and install them and go. But because the leads times have been so long, it just makes sense to go ahead and get them when we can get them.

Mrs. Osborn: Okay. What does that do to the plan for replacement?

Scott Brown: Sure, and in fact actually I'm glad you asked. A quick update for you, myself, Scott Bryant, and the Mayor have a meeting Thursday with a consultant that specializes in large water meter projects. A couple of years ago before things went nuts with COVID, we had looked at hiring an engineering firm to come in and put together a plan. Now that we have the benefit of hindsight, what we've learned is that really these consultants are far better at doing these projects than, say a civil engineering firm. They have a lot more experience with just specific water meter projects. We don't need to design things; the water meter is already designed. So the things you would think that you would need an engineer for, we don't need for a water meter project. So, we are going to meet on Thursday with a consultant and put together a plan going forward from that.

As far as how these meters here, these are the same meters that we are going to purchase through this large project. So, the problem is we're almost out of meters. What happens is we still get new builds, not a lot, but we're still getting new builds in the area. And the meters just go bad, and so we have to have stock to be able to put new in while we're waiting to do a mass replacement.

Mrs. Osborn: Are these the ones that we talked about some time ago that you can read from afar and they have the shutoff when you need them?

Scott Brown: So, with water meters in general and then also specifically with Badger, they have a couple different options. They still have a style meter which we're not purchasing that you would drive around and collect a radio signal, and that signal then would give you the information. Then they had an option where it uses a cell phone, and it calls the information into the Billing Office. That's the option we've selected. You can also purchase a meter that has the cell phone capabilities that not only does it send a signal to you, but it can also receive a signal, so there's two parts to the meter. And by being able to receive a signal, then it can trigger an actuator and can actually shut that meter off. It's battery-operated. It's not a hard wire into the house. So the only drawback is the battery has a specific life. If you never use it, it might last 20 years. If you're shutting it off every month, it's going to shorten the life of the battery. But, nonetheless, that's how it works. We plan to buy a mix and match. We have roughly 12,500 water customers. Not all 12,500 water customers need for the City to come out and shut them off on a regular basis. So, the ones that can be shut off cost more than the standard meter, and so we will mix and match as to how many we feel we need based off our actual system.

Mrs. Osborn: Thank you.

Mr. Roberts: Mr. Vincent.

Mr. Vincent: Mr. Chairman, if I could. And building on that then, the ones that remotely shut off, I think you're going to be looking at rental properties where that happens a lot and there's some problems.

Mayor Mason: It actually benefits the landlord in those cases.

Scott Brown: Yes, what we find is that it can be hard to get into the property to shut the water off. Obviously the tenant doesn't have any interest in letting us in. The landlord may or may not have a fulltime job in there and may not live locally, so getting them to let us in can be a challenge. Ultimately, the water usage is the responsibility of the property owner. So, by us being able to shut it off sooner, it benefits the property owner.

Mr. Vincent: And also, running into problems with people parking overtop of the shutoff that you can't get to it to shut it off?

Scott Brown: Yes, that's correct. So, the ones that are outside versus inside, yes there's ways for them to, just as you said, park their car on top of it and all sorts of things, yes. So, if it's in the house, sometimes you have to actually have the courts intervene to allow us to actually enter the house.

Mr. Vincent: And it also has the app that can be used for leak detection.

Scott Brown: That's correct. Because it's constantly sending a signal, you can program it to send a signal however often you want. One of the communities I worked in in my career, they had it set up so once an hour, and then the Utility Billing could come in and hit a report at 7:00 every morning. And it would have what they called a high-usage report. That system decided that anything over 5 gallons an hour was an indication of a leak, and so then they would run the report, and they would get a list of every property out there that used more than 5 gallons an hour for "x" number of hours in a row. And then they could contact those property owners and say our system is indicating that you have a water leak and you should probably

check and see what's going on. Also it helps if you have a leaking toilet, it can be almost impossible to catch it. Because you're almost never standing there. So we can pick that up with these meters, as well.

Mr. Vincent: Yes, I think that would appeal to our landlords that are challenged with having to pay these bills at the end because they're ultimately responsible for that. I personally had a renter that moved out and stopped back over to drop off the key and decided to use the bathroom and left the toilet running. That cost me \$328 - \$340 or whatever. But yes, that would have been much appreciated, obviously saving some money. So I look forward to that technology.

Mr. Roberts: Further discussion? All those in favor, aye. Opposed same sign.

A voice vote was taken with all being in favor. None were opposed.

Mr. Roberts: Motion carries. Is there anything else for the good of the order? I'll entertain a motion to adjourn.

Mr. Ballmer made a motion to adjourn. It was seconded by Mr. Pettit.

Mr. Roberts: We stand adjourned.

The meeting adjourned about 5:15 p.m.

**Regular scheduled meetings with the next dates as follows:**

Tuesday, October 10, 2023

Monday, November 13, 2023

Monday, December 11, 2023

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Billie Corns, Clerk

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Andrew Roberts, Chairman

Public Service Committee  
Scott Brown, Service Director

**ORDINANCE NO. 2023 - 99  
INTRODUCED BY COUNCIL**

**AN ORDINANCE AUTHORIZING THE MAYOR'S ADMINISTRATION TO EXPEND FUNDS FOR THE PURPOSE OF EMPLOYEE APPRECIATION.**

**WHEREAS**, the City of Zanesville has identified the need to recognize employees for their dedication to service; and

**WHEREAS**, the administration plans to provide food and amenities for employees; and

**WHEREAS**, the City has contracted a performer at Secrest on November 10, 2023; and

**WHEREAS**, the administration would like to hold an appreciation event to include food and amenities at Secrest prior to the performance; and

**WHEREAS**, the administration would like to provide tickets to the performance at no charge to employees.

**NOW, THEREFORE, BE IT ORDAINED** by the Council of the City of Zanesville, State of Ohio, that:

**SECTION ONE:** The Mayor's administration is hereby authorized to provide food and amenities and tickets to the employee appreciation event on November 10, 2023.

**SECTION TWO:** The cost of the employee appreciation is not to exceed \$30,000 and will be paid for out of the various line items.

**SECTION THREE:** This Ordinance shall take effect and be in force from and after the earliest period allowed by law.

**PASSED:** \_\_\_\_\_, 2023

**ATTEST:** \_\_\_\_\_  
BILLIE CORNS,  
Clerk of Council

\_\_\_\_\_  
DANIEL M. VINCENT,  
President of Council

**APPROVED:** \_\_\_\_\_, 2023

**THIS LEGISLATION APPROVED AS  
TO FORM**

\_\_\_\_\_  
DONALD L. MASON,  
Mayor

\_\_\_\_\_  
LAW DIRECTOR'S OFFICE



Department of Public Service  
Scott Brown, Director

**ORDINANCE NO. 2023 – 102**  
**INTRODUCED BY COUNCIL**

**AN ORDINANCE AUTHORIZING THE PUBLIC SERVICE DIRECTOR TO ENTER INTO AN AGREEMENT WITH A CONSULTANT FOR THE DESIGN AND BIDDING OF THE WATER METER REPLACEMENT PROJECT**

**WHEREAS**, the City has selected USM Water through ORC 307.86 to provide consultation for a water meter replacement project; and

**WHEREAS**, the first step in the process is to plan the replacement project; and

**WHEREAS**, the second step in the process is to procurement; and

**WHEREAS**, USM has the expertise to consult and advise on both process; and

**WHEREAS**, both agreements are attached.

**NOW, THEREFORE, BE IT ORDAINED** by the Council of the City of Zanesville, State of Ohio, that:

**SECTION ONE:** The Public Service Director is hereby authorized to enter into a professional contract with USM to consult on the water meter installation project.

**SECTION TWO:** The cost for the services is estimated to be \$178,000.00 and shall be taken from Line Item 609.5473.54458.

**SECTION THREE:** This Ordinance shall take effect and be in force from and after the earliest period allowed by law.

**PASSED:** \_\_\_\_\_, 2023

**ATTEST:** \_\_\_\_\_  
Billie Corns  
Clerk of Council

\_\_\_\_\_  
Daniel M. Vincent  
President of Council

**APPROVED:** \_\_\_\_\_, 2023

This legislation approved as to form:

\_\_\_\_\_  
Donald L. Mason,  
Mayor

\_\_\_\_\_  
Law Director's Office

**TASK ORDER 1.0: SCOPE OF SERVICES AND PRICING**

**ADVANCED METERING PLANNING AND BUSINESS REVIEW**

<b>Task Number</b>	<b>Project</b>	<b>Proposed Start Date</b>
1.0	Zanesville OH Planning	
<b>Task Order Cost</b>	<b>Contingency Allowance</b>	<b>Target Completion Date:</b>

**Package Includes:**

UMS Services  [CLIENT] Requirements  Service Fee Applied   
Software / Material Purchase  Sub-Consultant Services  Special Conditions

**Resources Assigned:**

JJ- Jacob Jasperson   
JM - Joey Mitchell

**Interdependencies:**

**Before:** **After:**  
N/A

**Task Scope Summary:**  
See Attached

**UMS Project Manager:**

**[CLIENT] Project Manager:**

**UMS Signature**

**Date:**

**[CLIENT] Signature**

**Date:**

## TASK ORDER 1.0: SCOPE OF SERVICES

### A. Planning

#### Task 1: Project Initiation and Set up

- A.1 CONSULTANT will launch the project with an onsite kickoff meeting, including all assigned CONSULTANT staff, [CLIENT]'s stakeholders, and project steering committee members. During this meeting, THE CONSULTANT will review the project scope, timeline, communications plan, and housekeeping items.
- A.2 CONSULTANT will provide [CLIENT] with a Project organization chart and request the same from the client. This baseline will facilitate communications and assist in scheduling work sessions.
- A.3 CONSULTANT will work with [CLIENT] to determine the Project executive sponsor and development of the Project steering committee. The steering committee will review deliverables and provide input into determining business objectives, defining requirements, and providing recommendations to the executive sponsor.
- A.4 *CONSULTANT Deliverables*
  - A.4.1 Planning phase kickoff meeting
  - A.4.2 Planning phase schedule
- A.5 *Client Responsibilities*
  - A.5.1 Assign a single resource as the primary contact for this phase of the engagement
  - A.5.2 Provide data requested by CONSULTANT promptly
  - A.5.3 Co-develop the planning phase schedule
  - A.5.4 Attend the planning phase kickoff meeting

#### Task 2: Discovery

- A.6 CONSULTANT will collect data from [CLIENT] in multiple formats.
- A.7 CONSULTANT will begin outlining the processes that will touch the new Advanced Metering Initiative through a series of interviews, questionnaires, and surveys. This information will provide the CONSULTANT with an initial sense of the staff's goals and pain points, which will be utilized in the next phase.
- A.8 CONSULTANT will also request data on the current state of utility operations from [CLIENT]. These requests will include but are not limited to:
  - I. Financial reports

- II. Labor costs
- III. Meter information
- IV. Usage data
- V. Asset value
- VI. Losses.

A.9 CONSULTANT representative will perform an onsite field assessment. During the assessment, CONSULTANT will visit large consumers and a random sample of medium and small users. The assessment will also include visits to key vertical assets such as towers, tanks, [CLIENT] owned buildings and communication towers. The goal of this work is to provide context to the earlier data requests and inform budgetary decisions and recommendations later in the process. The field assessment will not include the testing of meters.

A.10 *CONSULTANT Deliverables*

A.10.1 Initial business objectives

A.11 *Client Responsibilities*

A.11.1 Staff participation in interviews regarding current processes and solution objectives

A.11.2 Provide availability for follow-up phone calls to clarify interview notes

A.11.3 Timely collection of requested data including meters, meter locations, and vertical assets

A.11.4 Provide [CLIENT] staff to accompany the CONSULTANT surveying crew to meter sites

A.11.5 Validate the accuracy of the information CONSULTANT collected

**Task 3: Business Processes Review**

A.12 CONSULTANT will assess a subset of the client's meter to cash business processes, practices, and personnel to better understand the impacts of the AMI solution on current business practices. This effort is accomplished by conducting a "day in the life" exercise and interviews specific to individual processes.

A.13 CONSULTANT will identify and schedule the necessary work sessions to review with [CLIENT] staff the processes identified during the discovery phase, which may include:

- I. Meter Reading
- II. Meter Reading Import

- III. Meter Maintenance
- IV. Service Initiation/Move-In
- V. Account Close/Move Out
- VI. Non-Payment Disconnect/Reconnect
- VII. Meter Change-Out
- VIII. Customer Billing – cycle and manual
- IX. Customer Service Requests (high bill, etc.)

- A.14 CONSULTANT will coordinate with [CLIENT] to validate the findings after the completion of the documentation of these processes.
- A.15 CONSULTANT and [CLIENT] staff will review and collaborate to ensure accuracy. Any pain points and goals discovered at this time will be noted and used in developing solution objectives.

A.16 *CONSULTANT Deliverables*

- A.16.1 Project Objectives Memorandum
- A.16.2 Solution Control Matrix

A.17 *Client Responsibilities*

- A.17.1 Provide screenshots, and process documentation to add context to processes discussed
- A.17.2 Be available for follow-up phone calls to clarify findings and interview notes
- A.17.3 All members involved in each process must attend validation sessions to confirm current-state processes.
- A.17.4 Provide a location for these validation sessions to be held.

**Task 4: Technology Awareness Workshop**

- A.18 CONSULTANT will coordinate with [CLIENT] to provide an AMI technology workshop.
- A.19 CONSULTANT will provide a subject matter expert to give this independent, unbiased, education session.
- A.20 CONSULTANT will coordinate with industry representatives to provide specific technology presentations that meet high-level requirements.

A.21 *CONSULTANT Deliverables*

- A.21.1 Advanced metering education session(s)
- A.21.2 Workshop Takeaways Memorandum

A.22 *Client Responsibilities*

- A.22.1 Attend advanced metering education session(s)
- A.22.2 Contribute industry knowledge/identify key questions that must be answered in the Request for Proposal (RFP) process
- A.22.3 Seek clarification and understanding where needed
- A.22.4 Provide a location for the onsite session.

**Task 5: Define Advanced Metering Infrastructure Requirements and Deployment Options**

- A.23 CONSULTANT will draw from the data collection, questionnaires, surveys, budget, and business process analysis performed thus far to create a set of recommended requirements and deployment options.
- A.24 CONSULTANT will conduct the review of the options either onsite or as a remote workshop.
- A.25 CONSULTANT and [CLIENT] will review each scenario, guided by the AMI solution control matrix and the Initial list of business goals and objectives.
- A.26 CONSULTANT will then outline a single, tailored option that best meets the needs and budget of [CLIENT].

A.27 *CONSULTANT Deliverables*

- A.27.1 A recommended AMI budget options
  - A.27.1.1 This model will include high-level scope elements, capital costs, operation and maintenance costs, and funding/financing options.
- A.27.2 Final AMI option
  - A.27.2.1 The Final AMI option will guide Task 6 and Task 7.

A.28 *Client Responsibilities*

- A.28.1 Provide budgetary guidance and benefits rationale
- A.28.2 Attend meetings to discuss the pros and cons of potential solutions
- A.28.3 Decide on which AMP option best suits [CLIENT]'s needs and procurement strategy

**Task 6: Define Procurement and Implementation Strategy**

A.29 CONSULTANT will collaborate with [CLIENT] to develop a procurement strategy based on [CLIENT]'s objectives and requirements developed in previous tasks, which will include the following various procurement formats :

- I. Request for Proposal (RFP),
- II. Request for Qualifications (RFQ)
- III. Intent to Negotiate (ITN).

A.30 CONSULTANT requires input from [CLIENT]'s legal, purchasing, and executive stakeholders to develop a procurement strategy that adheres to state and local regulations.

A.31 CONSULTANT will document and recommend procurement strategy memorandum that matches the agreed-upon strategy and accounts for appropriate budget and schedule constraints.

A.32 CONSULTANT will support the [CLIENT] in the development and submission of funding documentation.

**A.33 CONSULTANT Deliverables**

A.33.1 Procurement Strategy Memorandum

**A.34 Client Responsibilities**

- A.34.1 All parties required to weigh in on strategy decisions have a full understanding of the Advanced Metering Program
- A.34.2 Attend procurement strategy workshop
- A.34.3 Ensure that the legal and purchasing department (as required) approve the strategy
- A.34.4 Ensure that the legal and purchasing department approve and support the material selection and contracting process schedule
- A.34.5 Ensure that the legal, finance, and procurement departments approve and support the development and submission of all funding documentation.

**Task 7: Material Acquisition Procurement Document Development**

A.35 If in line with the procurement strategy, the CONSULTANT will develop a formal Request for Proposal or Request for Qualification. The document will typically include:

- I. Project Overview
- II. Statement of Work
- III. Materials Request
- IV. Proposal preparation and submission requirements
- V. Protocol for evaluation and award of contract
- VI. Contract Administration
- VII. Payment procedures
- VIII. Reference information sheet
- IX. Vendor propagation study package
- X. Vertical asset information
- XI. Pricing information
- XII. Compliance matrix

**A.36** *CONSULTANT Deliverables*

A.36.1 Procurement document package

**A.37** *Client Responsibilities*

A.37.1 Provide prompt feedback and sign-off on the procurement document package by appropriate purchasing and legal authorities

A.37.2 Issue or advertise the RFP



**TASK ORDER 1.0: PRICING DETAILS****STANDARD RATES**

Standard Personnel Rates	Qty.	Unit Price	Line Total
Senior Principle	0	295.00	\$ -
Engineer	0	260.00	\$ -
Consultant	0	275.00	\$ -
Business Analyst	0	205.00	\$ -
Information Technology Technician	0	180.00	\$ -
Field Technician	0	119.00	\$ -
Survey Crew Member	0	96.00	\$ -
		Total	\$ -

Travel and Lodging Rates	Qty.	Unit Price	Line Total
Airline	0	400.00	\$ -
Hotel Daily Rate	0	175.00	\$ -
Food Daily Rate	0	35.00	\$ -
		Total	\$ -

**STANDARD RATE ASSUMPTIONS**

1. Personnel Rates are for calendar year 2023. Subsequent years will be adjusted at 3% with the adjustment occurring on January 1<sup>st</sup>.
2. Direct UMS expenses are billed at cost; outside services or material will be billed at cost plus 15%.
3. Standard Rates provided are used to provide future cost estimates or to address changes in scope



**Utility Metering Solutions (UMS)**

UMSWater.com | (844) 629-2837

UMS Contact | Jacob Jaspersen

[jacob.jaspersen@umswater.com](mailto:jacob.jaspersen@umswater.com)

211 East Thomas Street,  
| Hammond, LA 70401

## QUOTE

#2018504 | Date:

Valid Until: 11/22/2023

**Scott Bryant**  
401 Market St.  
Zanesville, OH 43701

**Project:** Zanesville, OH: Design

**Amount:** \$ 124,000.00

**Quote Notes/Billing Millstones (If Any):**

CATAGORY	SERVICE	QTY	PRICE	TOTAL	NOTES
P.MGMT	Planning	1	\$ 124,000.00	\$ 124,000.00	Time: 4-5 months to completion
Grand Total					\$ 124,000.00

PROJECT ASSUMPTIONS

**TASK ORDER 2.0: SCOPE OF SERVICES AND PRICING**

**PROCUREMENT SUPPORT AND TECHNICAL ASSISTANCE**

<b>Task Number</b>	<b>Project</b>	<b>Proposed Start Date</b>
2.0	Zanesville OH Planning	
<b>Task Order Cost</b>	<b>Contingency Allowance</b>	<b>Target Completion Date:</b>

**Package Includes:**

UMS Services  [CLIENT] Requirements  Service Fee Applied   
Software / Material Purchase  Sub-Consultant Services  Special Conditions

**Resources Assigned:**

JJ– Jacob Jasperson   
JM – Joey Mitchell

**Interdependencies: Completion of Task Order 1.0 : Advanced Metering Planning and Business Review**

**Before:** **After:**  
N/A

**Task Scope Summary:**  
See Attached

**UMS Project Manager:**

**[CLIENT] Project Manager:**

**UMS Signature** **Date:**

**[CLIENT] Signature** **Date:**

## TASK ORDER 2.0: SCOPE OF SERVICES

### A. Procurement Support

#### Task 1: Assist in Responses to Vendor Questions

- A.1 CONSULTANT will assist [CLIENT] in responding to vendor clarification questions. [CLIENT] will collect the questions and provide them to the CONSULTANT.
- A.2 CONSULTANT will then request any necessary information from [CLIENT] and draft the responses. These responses will be sent to all interested vendors by [CLIENT].
- A.3 *CONSULTANT Deliverables*
  - A.3.1 Answers to vendor questions
- A.4 *Client Responsibilities*
  - A.4.1 Publish the RFP and various addenda
  - A.4.2 Provide prompt information on the questions received

#### Task 2: Develop Proposal Evaluation Tools

- A.5 CONSULTANT will collaborate with [CLIENT] to establish an evaluation tool that will be used to score proposals and shortlist presentations. This tool will reflect both [CLIENT]'s standard procurement procedures and will include areas related to:
  - I. Vendor qualifications
  - II. Vendor technical solution
  - III. System performance guarantees and warranties
  - IV. Total cost of ownership (Capital Cost plus O&M)
  - V. Proposed schedule
- A.6 *CONSULTANT Deliverables*
  - A.6.1 Proposal Evaluation Tool

**A.7 Client Responsibilities**

- A.7.1 Provide RFP evaluation documents used by [CLIENT] in previous procurement efforts**
- A.7.2 Provide prompt feedback on the Evaluation Tool**

**A.8 CONSULTANT will guide [CLIENT]'s evaluation team through a thorough review of the proposals. Activities in this task include:**

- Initial proposal review (CONSULTANT and [CLIENT])**
- Proposal cost analysis (CONSULTANT )**
- Initial proposal scoring by [CLIENT] with assistance from CONSULTANT**
- Vendor selection workshop - initial**
- Reference checks**
- Shortlist interviews/demonstrations (as required)**
- Vendor selection workshop – final**

**A.9 CONSULTANT and [CLIENT] will read all vendor proposals and formulate opinions and questions.**

**A.10 CONSULTANT will provide pricing analysis including side-by-side pricing comparisons which will assist [CLIENT] in determining the best value for meters, AMI devices, software, and services. Upon completion of the initial evaluations.**

**A.11 CONSULTANT and [CLIENT] will meet to discuss preferences and next steps.**

**A.12 CONSULTANT will collaborate with [CLIENT] to create a shortlist if there are enough proposals.**

**A.13 CONSULTANT will also provide vendor reference checks before the shortlist interviews.**

**A.14 CONSULTANT will support and participate in shortlist interviews. CONSULTANT will support the deliberation process until [CLIENT] has made a final selection.**

**A.15 CONSULTANT Deliverables**

- A.15.1 Review proposal responses and provide technical input on solutions proposed**
- A.15.2 Provide technical assistance to selection committee on proposal shortlist**
- A.15.3 Provide shortlist interview agenda and demonstrations (as required)**

- A.15.4 Participate in any shortlist demonstration meetings
- A.15.5 Vendor workshop or demonstration

**A.16 Client Responsibilities**

- A.16.1 Read and score proposals
- A.16.2 Determine a short list
- A.16.3 Communicate concerns and preferences during the vendor selection process
- A.16.4 Make a final vendor selection
- A.16.5 Document decision rationale in an appropriate manner for purchasing and legal reviews
- A.16.6 Provide availability to schedule a visit and complete the expectations document

**Task 4: Negotiate Vendor Contract**

- A.17 CONSULTANT will guide [CLIENT]'s steering committee project team in contract negotiations and contract review.
- A.18 CONSULTANT will condense all the details related to installation procedures, customer communications, project organizational charts, contact information, meeting schedules, project report formats, etc., into the detailed Project procedures document rather than the vendor contract or SOW.
- A.19 CONSULTANT will review the final contract and ensure adherence to all the previously developed criteria, requirements, and processes.
- A.20 CONSULTANT will also assist [CLIENT] staff in preparing presentations for management. This may include use case studies and other experiences to help explain decisions and rationale.
- A.21 CONSULTANT will aid in drafting acceptance/rejection letters with [CLIENT] collaboration to be sent to vendors by [CLIENT], once a final procurement decision has been made
- A.22 CONSULTANT Deliverables
  - A.22.1 Draft rejection and acceptance letters
  - A.22.2 Provide input on pricing and scope of works submitted
  - A.22.3 Provide presentation support to utility management or boards
  - A.22.4 Provide contract and pricing advice

**A.23 *Client Responsibilities***

- A.23.1** Communicate accepted and rejected proposals, as well as driving factors for the decisions as needed
- A.23.2** Collaborate with [Vendor] and CONSULTANT in negotiation efforts



## TASK ORDER 2.0: PRICING DETAILS

### STANDARD RATES

Standard Personnel Rates	Qty.	Unit Price	Line Total
Senior Principle	0	295.00	\$ -
Engineer	0	280.00	\$ -
Consultant	0	275.00	\$ -
Business Analyst	0	205.00	\$ -
Information Technology Technician	0	180.00	\$ -
Field Technician	0	119.00	\$ -
Survey Crew Member	0	96.00	\$ -
		Total	\$ -

Travel and Lodging Rates	Qty.	Unit Price	Line Total
Airline	0	400.00	\$ -
Hotel Daily Rate	0	175.00	\$ -
Food Daily Rate	0	35.00	\$ -
		Total	\$ -

### STANDARD RATE ASSUMPTIONS

1. Rates are for calendar year 2023. Subsequent years will be adjusted at 3% with the adjustment occurring on January 1<sup>st</sup>.
2. Direct UMS expenses are billed at cost; outside services or material will be billed at cost plus 15%.
3. Standard Rates provided are used to provide future cost estimates or to address changes in scope



**Utility Metering Solutions (UMS)**

UMSWater.com | (844) 629-2837

UMS Contact | Jacob Jaspersen

jacob.jaspersen@umswater.com  
211 East Thomas Street,  
| Hammond, LA 70401

## QUOTE

#2018505 | Date:

Valid Until: 11/22/2023

**Scott Bryant**  
401 Market st.  
Zanesville, OH 43701

**Project:** Zanesville, OH: Design  
**Amount:** \$ 54,000.00

**Quote Notes/Billing Millstones (If Any):**

CATAGORY	SERVICE	QTY	PRICE	TOTAL	NOTES
P.MGMT	Procurement Support	1	\$ 54,000.00	\$ 54,000.00	Time: 4-6 months to completion
Grand Total					\$ 54,000.00

PROJECT ASSUMPTIONS

**MASTER PROFESSIONAL SERVICES AGREEMENT**

**[AGREEMENT NO. 091-2023]**

**THIS MASTER PROFESSIONAL SERVICES AGREEMENT (the “Agreement”)** is made and entered into this 12<sup>th</sup> day of September, 2023 by and between the City of Zanesville, OH (“CLIENT”) and Utility Metering Solutions, LLC (“UMS” or “CONSULTANT”).

**1. SCOPE OF SERVICES:**

1.1 UMS agrees to furnish all tools, skilled labor, integration, technical services and other related activities stated herein to assist CLIENT in the design, build and integration of an Advanced Metering Solution (the “Work”), as specified in Attachment A, which is incorporated by reference and expressly made a part of this Agreement. The “Work” will be conducted in phases with each phase or task developed specifically for the CLIENT’s unique needs. All Additions, deletions, and modifications to the “Work” will be made by mutual written agreement in the form of a Task Order and placed in Attachment A. Task Orders will be developed and executed from time to time and shall be consecutively numbered. Services shall be provided in accordance with the provisions of this Agreement and the applicable Task Order. Certain Task Orders may contain supplemental terms and conditions, in addition to those set forth in this Agreement. In the event of a conflict between the terms and conditions of this Agreement and of any particular Task Order, the terms and conditions of the particular Task Order shall take precedence. Further, by mutual written consent of the parties, any Task Order may be changed, amended, or modified, without in any way impacting the validity of the Task Order.

**2. INDEPENDENT CONTRACTOR AND CONSULTANT:**

UMS shall be considered an independent contractor and an independent consultant in performing the Work and shall have the right to control the activities of UMS’s employees, agents and subcontractors in performing the Work except as provided for in this Agreement. UMS shall be solely responsible for the compensation, benefits, workers compensation insurance, contributions and taxes of UMS’s employees, subcontractors or agents.

It is mutually understood that it is the intent of the parties that an independent contractor relationship is hereby established under the terms and conditions of this Agreement.

**3. PAYMENT:**

3.1 CLIENT agrees to pay UMS in accordance with the schedule of fees and expenses provided in each Task Order. Upon payment the final Work shall become the property of CLIENT. Fees and expenses will be invoiced approximately monthly and are due and payable within thirty (30) calendar days of the date of each invoice. CLIENT must

notify UMS in writing of any dispute or disagreement with invoiced charges within thirty (30) days after the date of the invoice. Such disagreement must be explained in detail, and all undisputed charges must be paid in full when due. Absent such timely notice by CLIENT, CLIENT shall be deemed to have agreed to the charges as invoiced after the expiration of such time period.

- 3.2 Late Charges. UMS reserves the right to charge, and CLIENT agrees to pay, a late charge equal to one percent (1.5%) per month on any amount that is not the subject of a good faith dispute that is unpaid on the due date, and on any other outstanding balance.

#### 4. TAXES:

UMS shall be responsible for collecting and remitting any federal, state, and local taxes due as a result of the Work. CLIENT shall reimburse UMS for any base sales and/or use taxes, exclusive of any penalties, as a result of the use by UMS of CLIENT services, materials and supplies in the performance of this Agreement.

#### 5. RESPONSIBILITIES OF CLIENT

- 5.1 CLIENT shall make available to UMS an authorized representative who will act as UMS's primary contact person. This person will possess knowledge of the Scope of Services, will assist UMS in obtaining any and all information required to perform the Scope of Services, and will schedule necessary meetings with the appropriate individuals within CLIENT's organization (when and as requested by UMS).
- 5.2 CLIENT is responsible for paying the meter manufacture, distributor, billing services provider directly for all meters, transmitters or other related services for the project.
- 5.3 Location and Access. CLIENT shall provide sufficient space for the implementation and operation of the Work for the term of this Agreement, including access to office space with internet service and telephone lines, if necessary to allow UMS to perform required maintenance, monitoring, and training services. CLIENT shall provide access for UMS and its employees or subcontractors to install, adjust, inspect, maintain, and repair the Work in accordance with the terms of this Agreement during regular business hours, or such other reasonable hours as may be requested by UMS and acceptable to CLIENT. Additionally, CLIENT shall also provide adequate, secured storage location and facilities for the disposal of old meters which are removed by UMS.

UMS agrees that the programs and associated reports and documents, whether complete or incomplete, generated directly or indirectly out of, or arising out of the course of performance of services under this Agreement, shall become and remain the sole property of CLIENT upon payment. However, UMS may retain one copy of each of these reports and documents for its legal archives.

6. **JOINT RESPONSIBILITIES**

- 6.1 **Coordination.** UMS shall consult with the personnel designated by CLIENT in order to coordinate the Work and shall not permit any act that will unreasonably interfere with the performance of CLIENT's business activities without the prior written approval of CLIENT. Further, UMS shall consult with CLIENT regarding the coordination of the Work with any other work being performed by others. UMS shall perform the Work under this Agreement in such a manner so as not to harm the structural integrity of CLIENT's operating systems, except as approved previously by CLIENT. CLIENT shall cooperate reasonably and promptly with requests for assistance in coordinating the Work.
- 6.2 **Inspections.** All materials, equipment and workmanship shall be subject at all reasonable times to inspection by CLIENT or its designated representatives, with regard to quality of materials, workmanship, and the diligent execution of the Work. UMS shall allow CLIENT access to all parts of the Work, and shall furnish such information and assistance as is required to make a complete and detailed inspection or inspections. UMS shall, upon CLIENT's request, remove or uncover such portions of the finished Work as CLIENT may direct. After the examination, UMS shall restore said portion of the Work to the standard required by this Agreement. If the Work thus exposed or examined proves acceptable, the expenses of uncovering or removing and the replacing of the parts removed shall be the responsibility of CLIENT and such uncovering, removing and replacing shall be deemed to be an excusable event of delay, if a delay in completion is caused thereby. If the Work so exposed or examined has not been performed in accordance with this Agreement, the expense of uncovering, removing and replacing any portion of the Work necessary to comply with this Agreement shall be borne by UMS.
- 6.3 **Project Schedule.** UMS and CLIENT shall participate in regularly scheduled Project Status Meetings throughout the term of this Agreement and the frequency of these meetings will vary as directed by CLIENT. Billing data must be correct, verified by UMS and CLIENT, and in read-route sequence prior to the start of installation. Extensions of time will be allowed for delays arising from unforeseeable causes beyond the control and without the fault or negligence of UMS. A request for an extension of time must be made by UMS in writing to CLIENT within fifteen (15) calendar days after the unforeseen condition manifests itself to UMS. In the case of a continuing cause of delay, only one (1) request is necessary. CLIENT shall be reasonable in granting or denying additional time to perform under the circumstances at the time of the request.
- 6.4 **Utility Billing Data.** CLIENT is responsible for providing UMS with the most accurate, current billing data needed in order for UMS to successfully install the new metering system. CLIENT must provide current billing data to UMS prior to the start of installation. CLIENT is responsible for ensuring the accuracy of the data and for

incurring all costs associated with providing this data to UMS. CLIENT and/or CLIENT's billing software provider is responsible for providing UMS with the proper file format that is needed to ensure the merging of the change out data back into the billing system. UMS will provide CLIENT's billing software provider an electronic file of meter change out data at which time CLIENT and/or CLIENT's software provider will be responsible for merging the information back into the billing system. UMS will be responsible for providing accurate meter change out data collected during the installation of the new meters. UMS will not be held liable for inaccurate data received from CLIENT nor will UMS be held liable for any problems arising due to CLIENT's inability to provide UMS with accurate data. CLIENT is responsible for all costs associated with merging the change out data back into CLIENT's billing system. UMS assumes no responsibility nor does UMS make any warranty, expressed or implied, in regards to CLIENT's billing software system and/or the Meter Manufacturer's software. Upon completion of the Work and acceptance by CLIENT, all costs associated with ensuring and/or upgrading CLIENT's billing system to function with the Meter Manufacturer's software rest strictly with CLIENT.

- 6.5 Removed
- 6.6 Removed
- 6.7 Removed

**7. WARRANTIES:**

UMS warrants that all equipment designed, procured, fabricated, and installed pursuant to this Agreement is new and is in good and proper working condition. Further, UMS shall deliver to CLIENT for inspection and approval all written warranties from the equipment manufacturers and shall pursue rights and remedies against the manufacturer in the event of an equipment malfunction, improper or defective function, or defects in parts, workmanship, or performance. UMS makes no warranty, expressed or implied, on equipment designed, procured, fabricated, and/or installed by the CLIENT or a company other than UMS. ALL OTHER WARRANTIES, EXPRESS OR IMPLIED ARE DISCLAIMED, INCLUDING THE WARRANTY OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

**8. HAZARDOUS MATERIALS:**

UMS' obligations expressly exclude any Work or services of any nature associated or connected with the identification, abatement, cleanup, control, removal, or disposal of hazardous materials or substances, including but not limited to asbestos or PCBs, in or on the Premises. CLIENT hereby warrants and represents that, to the best of the CLIENT's knowledge, there is no asbestos or hazardous material that will in any way affect UMS' Work. Should UMS become aware of or suspect the presence of any hazardous materials, UMS shall have the right to stop work in the affected area immediately and notify CLIENT. CLIENT will be responsible for doing whatever is necessary to

correct the condition in accordance with all applicable statutes and regulations. CLIENT further agrees to assume responsibility for any claims arising out of or relating to the presence of any hazardous materials, if the presence of said materials is not related to UMS's activities.

**9. EXCUSABLE DELAY:**

9.1 In no event shall either party be liable to the other for any delay or failure to perform hereunder, which delay or failure to perform is due to causes beyond the reasonable control of said party, including but not limited to Acts of God, acts of the public enemy; acts of the United States of America, or any State, territory or political subdivision thereof; fires; floods; epidemics; quarantine restrictions; or freight embargoes.

9.2 Performance under this Agreement shall be considered extended a period of time equivalent to the time lost because of any delay, which is excusable hereunder; provided, however, that, if any such delay in the aggregate lasts for a period of more than seven (7) days, the party not relying on the excusable delay, at its option, may terminate this Agreement.

**10. ADVERTISING:**

Neither UMS nor CLIENT shall use the name of the other in any advertising without securing the written approval of the other.

**11. TERM OF AGREEMENT:**

This Agreement shall be in effect from the Notice to Proceed Date until the completion of the Work. In no event shall the Agreement extend beyond a three year period.

11.1 Termination for Convenience. CLIENT may terminate this Agreement, in whole or in part, for its convenience, by providing UMS with thirty (30) days advanced written notice. In such event, CLIENT shall compensate UMS for: (i) all costs and expenses incurred by UMS through the date of the termination; (ii) all cost associated with the termination (including but not limited to re-stocking fees, termination charges by subcontractors, vendors and lessors); (iii) all materials and equipment which has been ordered, and which cannot be returned; and (iv) UMS profits and Fee on any approved Task Orders, whether or not yet performed.

11.2 Termination for Cause. In the event that either party contends that the other party is failing to perform its obligations under this Agreement, or any Task Order, the non-breaching party shall provide the breaching party with written notice of the particular alleged breaches. The party allegedly in breach shall thereafter have a period of ten (10) calendar days within which to initiate corrective or remedial measures in order to eliminate the condition of breach. Should the party in breach fail or refuse to initiate



corrective or remedial measures within ten (10) calendar days of receipt of written notification, then the non-breaching party may send a second written notice indicating that if the breaching party continues to fail to initiate corrective or remedial measure within ten (10) calendar days of receipt of the second notice, that the non-breaching party will deem this Agreement to be terminated for cause. In such event, the non-breaching party shall be entitled to all recoveries allowed by this Agreement, any Task Orders, or applicable law.

- 11.3 UMS' right to Suspend Performance. UMS shall be entitled, at its sole discretion, to discontinue its work under this Agreement, or any Task Order, in the event that payments due it are not paid within sixty (60) days of the date due.

**12. DUTIES OF UMS:**

- 12.1 Supervision. In order to ensure project quality, UMS shall furnish a competent and adequate staff as necessary for the proper administration, coordination and supervision of the Work; organize the procurement of all materials and equipment so that they will be available at the time they are needed for the Work; and ensure that an adequate force of skilled workmen are available to complete the Work in accordance with all requirements of this Agreement. UMS shall be solely responsible for site safety and for all professional service means, methods, techniques, sequences, and procedures and for coordinating all portions of the Work under this Agreement. CLIENT reserves the right to reject any sequences or procedures proposed by UMS in connection with the Work which might constitute or create a hazard to the Premises, or to persons or property, or which will result in schedule delays or additional costs to CLIENT.
- 12.2 UMS shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with this Agreement. UMS shall be responsible for the disposal of all equipment and materials removed or replaced through its performance of the Work in accordance with all applicable laws and regulations regarding such disposal, except those items designated by CLIENT as non-disposable. Replaced water meters will be the property of CLIENT and will be turned over by UMS to CLIENT in a prescribed manner agreed to by both parties.
- 12.3 Throughout the Engagement Period, UMS shall provide all necessary labor, supervision, management, analysis, data entry, quality control, and any other professional services necessary to complete the Scope of Services in a timely manner.

**13. CHOICE OF LAW AND JURISDICTION**

This Agreement shall be governed, construed and enforced according to the laws of the State of Louisiana and, subject to section 6, may be filed in any court of competent jurisdiction.

14. **REMOVED**

15. **LAWS AND ORDINANCES; INDEMNIFICATION:**

UMS shall comply with all laws, ordinances, and regulations pertaining to the Work and shall defend, protect, indemnify, and hold harmless CLIENT and its employees, officials, representatives, and agents from and against any and all claims, loss, damage, injury, expenses, judgments, costs, or attorneys' fees arising or resulting from the sole negligent performance by UMS, UMS' agents, representatives, subcontractors, employees, and assignees of this Agreement.

16. **CONFIDENTIAL INFORMATION:**

16.1 **Confidential Information**

"Confidential Information" means information disclosed by one party to the other party which is either (1) designated by this Agreement to be Confidential Information or (2) disclosed orally as Confidential Information or known by the receiving party to be proprietary or otherwise not publicly available. "Confidential Information" shall not include:

16.1.1 Information in the possession of the receiving party prior to disclosure by the other party;

16.1.2 Information acquired by the receiving party from a third party without restriction of confidentiality and without a direct or indirect breach of an obligation of confidentiality;

16.1.3 Information which is or becomes publicly available through no fault of the receiving party; or

16.1.4 Information in the public domain at the time of the disclosure or which becomes part of the public domain through no fault of the receiving party.

16.2 Each party receiving Confidential Information of the other party under this Agreement shall maintain such Confidential Information in confidence and shall not use or disclose and shall not permit others to use or disclose such Confidential Information except as expressly permitted by this Agreement. In addition, a party receiving Confidential Information shall protect the confidentiality of such Confidential Information in the same manner that it protects the confidentiality of its own proprietary and confidential information of like kind. A party receiving Confidential Information shall not permit access to such Confidential Information by any person (a) unless such person needs to have access to such Confidential Information for purposes of performance of this Agreement and (b) unless such person previously agrees to be bound by the confidentiality terms of this Agreement.

- 16.3 The receiving party shall not copy Confidential Information, in whole or in part, without the discloser's prior written consent.
- 16.4 Except for deliverable items under this Agreement all Confidential Information, and any copy thereof or any document or media containing any part or all of any Confidential Information, shall be returned to the discloser or destroyed upon (a) completion of the Work or (b) request by the discloser. Notwithstanding the above, either party may retain copies of Confidential Information required for compliance with its quality assurance requirements or for proof of performance or as required by its document retention policies, subject to the disclosure restrictions herein.
- 16.5 In the event that a receiving party is required by subpoena or other administrative or judicial process to produce Confidential Information of the other party, the receiving party shall provide prompt notice to the disclosing party to enable the disclosing party to make an objection to the subpoena or process. Thereafter, the receiving party shall be entitled to comply with the subpoena or other process to the extent required by law.
- 16.6 Obligations in this Section shall, with respect to each disclosure of Confidential Information hereunder, continue for three (3) years from the date of each disclosure. Nothing herein is intended to limit or abridge the protection of trade secrets under applicable trade secrets law, and trade secrets shall be maintained as such until they fall into the public domain.

**17. AUDIT CLAUSE:**

Whenever CLIENT enters into any type of contractual arrangement, including but not limited to lump sum contracts (e.g., fixed price or stipulated sum contracts, unit price, cost plus or time and material contracts) with or without a guaranteed maximum or not-to-exceed amounts, UMS', subcontractors' and sub-subcontractors' "records" shall, upon reasonable notice, be open to inspection and subject to audit and/or reproduction during normal business working hours on reasonable advance notice. Such audits may be performed by CLIENT Representative or an outside representative engaged by CLIENT. CLIENT or CLIENT's designee may conduct such audits or inspections throughout the term of this Agreement and for a period of three (3) years after final payment or longer if required by law. CLIENT representatives may (without limitation) conduct verification such as counting employees at the work site, verifying time charged and amounts paid through interviews and written confirmations with UMS's employees, field and agency labor, subcontractors, and vendors.

UMS' "records" as referred to in this Agreement shall include any and all information that relates to time spent or services performed for which CLIENT receives an invoice pursuant to this Agreement. Such records shall include hard copy (as well as computer readable data if it can be made available); written policies and procedures, records of expenses incurred which are charged to CLIENT, jog logs and time sheets.

**18. LABOR:**

UMS will furnish the necessary personnel that shall be required to complete the Work in a timely manner and within the Agreement amount. UMS at UMS' sole cost and expense will be responsible for the training of employees prior to start of Work.

UMS shall, under the United States Immigration Reform and Control Act of 1986 ("IRCA"), as amended, and together with all applicable regulations, verify the identity and employment eligibility of all persons hired for work under this Agreement, which includes completing and retaining the Employment Eligibility Verification Form ("I-9"). CLIENT at CLIENT's discretion may review such forms as provided for in the Audit Clause of this Agreement.

**19. EQUAL OPPORTUNITY CLAUSE:**

During the performance of this Agreement, UMS agrees as follows:

- 19.1 UMS shall not discriminate against any employee because of sex, race, creed, religion, color, national origin, age, or disability. UMS will take affirmative action to ensure that UMS' employees are treated during performance of this Agreement without regard to their sex, race, creed, religion, color, national origin, age or disability. Such action shall include, but not be limited to the following: employment, upgrading, demotion, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- 19.2 UMS agrees to post in conspicuous places, available to employees and applicants for employment, notices summarizing the provisions of this Equal Opportunity Clause.
- 19.3 UMS agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of or be otherwise subjected to discrimination in the performance of this Agreement or in the employment practices of UMS on the grounds of disability, sex, race, creed, religion, color, national origin, age, disability, or any other classification protected by federal or state constitutional or statutory law. Such laws shall include, but not be limited to: Title VI of the Civil Rights Act of 1964; Section 504 of the Rehabilitation Act of 1973; and Title II of the American with Disabilities Act of 1990. UMS shall upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- 19.4 UMS shall, in all solicitations or advertisements for employees placed by or on behalf of UMS, state that UMS is an equal opportunity employer.
- 19.5 UMS shall provide CLIENT on reasonable request such data and reports as it is legally required to maintain regarding its EEOC obligations under the law and this Article.

**20. NOTICES:**

All notices required or given pursuant to this Agreement shall be deemed to have been duly served if delivered in person to an authorized representative or sent by registered or certified mail, postage prepaid, returned receipt requested, to the following address:

Utility Metering Solutions (UMS)    **Client:**  
117 East Thomas Street  
Hammond, LA 70404

**21.    CONFLICT IN TERMS:**

If conflicts occur between the terms of this Agreement and Attachment A, the conflicts shall be resolved in favor of this Agreement.

**22.    REIMBURSABLE EXPENSE GUIDELINES**

Reimbursement for air travel is limited to the lowest appropriate airfare (normally coach).

When a personal automobile is used, the individual will be reimbursed at the current IRS rate per mile.

It shall be permissible to rent a car for the purpose of cost savings. Receipts must be presented for reimbursement.

Reimbursement shall be limited to a reasonable single-room rate for business class hotels for the lodging of each UMS employee. Lodging expenses will include the elements set forth in the Task Order. Receipts must be presented for reimbursement.

The claim for reimbursement meals must represent actual, reasonable and necessary expenses for meals for actual days worked.

**23.    GENERAL REQUIREMENTS**

23.1    Assignment. CLIENT shall not assign its rights or delegate its obligations under this Agreement without UMS' prior written consent, which shall not be unreasonably withheld and, absent such consent. UMS shall have the right to freely assign this Agreement, in whole or in part, to any successor to its business or assets to which this Agreement relates, whether by merger, sale of assets, sale of stock, reorganization or otherwise. This Agreement shall be binding upon and inure to the benefit of UMS and CLIENT and their successors and permitted assigns.

23.2    Entire Agreement. This Agreement includes the attached exhibits, which are hereby incorporated by reference. This Agreement is the entire agreement between the Parties

with respect to the subject matter hereof and supersedes all proposals, negotiations, conversations, discussions, letters of intent, memoranda of understanding, term sheets, whether written or oral, between Parties relating to the subject matter of this Agreement and all past dealing or industry custom.

- 23.3 Severability. If any provision of this Agreement is held to be invalid, illegal or unenforceable in any respect in any jurisdiction, then such invalidity, illegality or unenforceability will affect only such provision in such jurisdiction, and will not in any manner affect the provision in any other jurisdiction, or any other provision of this Agreement in any other jurisdiction. The Parties hereby authorize a court or arbitrator to substitute such invalid, illegal or unenforceable provision with a valid provision that reflect the original intent of the Parties as nearly as possible.
- 23.4 Iran Divestment Act Certification. UMS hereby certifies that UMS, and all subcontractors, are not on the Iran Final Divestment List ("List") created by the North Carolina State Treasurer pursuant to N.C.G.S. 143-6A-4. UMS shall not utilize any subcontractor this is identified on the List.

**Signature Page to Follow**

**CLIENT**

**By:** \_\_\_\_\_  
**Name, title**

**Date:** \_\_\_\_\_

**UMS**

**By:** \_\_\_\_\_  
**Name, title**

**Date:** \_\_\_\_\_

**ATTACHMENT A**



**Scenario 1 Customer Impact**

Inside Residential Customer		Scenario 1	
CCF Per Month	380	3.8	
	Current	New	Change
Scenario 1 Fixed Rate	\$4.98	\$9.00	80.72%
Scenario 1 Variable Rate	\$13.91	\$23.75	70.77%
Total Change Monthly	\$18.89	\$32.75	73.39%

  

Inside Commercial Customer		Scenario 1	
CCF Per Month	1,100	11	
	Current	New	Change
Scenario 1 Fixed Rate	\$19.40	\$35.25	81.70%
Scenario 1 Variable Rate	\$47.19	\$82.50	74.83%
Total Change Monthly	\$66.59	\$117.75	76.83%

With Scenario 1 an inside city residential customer with 380 ft<sup>3</sup> of consumption would see an overall bill increase of \$13.86 per month in 2023. The fixed charge increases from \$4.98 per month up to \$9.00 per month. The variable charge for 380 ft<sup>3</sup> of consumption increases from \$3.66 per 100 ft<sup>3</sup> to \$6.25 per 100 ft<sup>3</sup> per month.

**Final Scenario 2 Results**

Scenario two allocates the revenue requirement mostly to the fixed portion of the rate and much less than under Scenario 1 to the variable (consumption) charge. Under this scenario the fixed charge increases at a much higher rate than under Scenario 1.

**Projected Scenario 2 Rates, Revenue and Surplus/-Deficit**

Scenario 2 - Allocate Mostly to Fixed Rate Only						
Fixed Rates - Scenario 2	2023	2024	2025	2026	2027	2028
Residential Inside	\$16.00	\$17.75	\$19.00	\$20.75	\$23.00	\$24.75
Multi In	\$32.00	\$36.00	\$38.00	\$42.00	\$46.00	\$50.00
Residential Outside	\$24.00	\$27.00	\$29.00	\$31.00	\$35.00	\$37.00
Multi Out	\$48.00	\$54.00	\$57.00	\$63.00	\$69.00	\$75.00
Commercial Inside	\$62.00	\$69.00	\$74.00	\$81.00	\$90.00	\$96.00
Commercial Outside	\$93.00	\$104.00	\$111.00	\$122.00	\$135.00	\$144.00

**Scenario 2 Fixed Rates**

Discussion Item #6

Location	Completed Date	Feet	Cost
Military Rd	2/2/2023	900	\$98,567.40
Newark Rd (Final Close Out)	3/10/2023	4500	\$535,057.24
Cliffwood	4/21/2023	1400	\$155,401.94
Dresden (New Tie-In to Maple)	6/1/2023	300	\$47,514.61
Maple Ave	7/28/2023	1500	\$536,177.69
Woodlawn	9/29/2023	1300	\$107,838.84
		9900	\$1,480,557.72