

## Appendix "F" Sensus FlexNet Annual Maintenance Agreement

AMR-454-R2

# Sensus FlexNet® Annual Maintenance Agreement

### Customer Information Form

#### INTRODUCTION

The FlexNet Annual Maintenance Agreement was established to provide FlexNet utility customers with up to 50,000 endpoints a cost-effective array of services to meet their individual hardware and software support requirements.

#### PARTICIPATION AND COVERAGE

All new FlexNet systems receive Standard Support free for the first year of operation; Premium Support is available for an additional cost at the price listed below. After the first year of operation, customers may choose to extend coverage under Premium Support or Alternate Service Pricing. Participation in Premium Support is strongly recommended for maximum cost effectiveness.

Standard or optional Premium Support coverage begins upon completion of MDM training. Annual renewal notices will be mailed to customers approximately sixty (60) days prior to expiration of their current agreement. Customers who allow their support agreement to expire will be subject to current Alternate Service pricing for support needs. See Coverage Terms for more information.

#### FlexNet STANDARD SUPPORT

(Included for 1st year of New FlexNet systems)

- FCC license protection and maintenance
- 8AM - 6PM EST Phone support. (1-800-METER-IT) For hardware and software technical support
- FlexWare/MDM software updates.
- Loaner programming equipment, if necessary.

#### FlexNet PREMIUM SUPPORT

**\$3,000.00/year (net per year per TGB)**

Includes Standard Support plus:

- 24/7 Phone support. (1-800-METER-IT)
- Sensus Extended Maintenance Program (SEMP) for one FlexNet Programming Tool Set. (AR5001, Charge Stand and M900)
- Annual Support Agreement for AutoRead (if applicable)

#### Tower Gateway Base Station (TGB)

- Sensus software updates
- Remote diagnostics<sup>2</sup> of operational issues (remote access required)
- Repair or replacement of defective parts or unit, at Sensus' discretion. Includes cost for parts and labor.
- Two business day response time for on-site analysis<sup>1</sup>

#### FlexNet PREMIUM SUPPORT (continued)

- Replacement equipment within 48 hours of completion of primary troubleshooting
- Does not cover 'Acts of God'
- Does not include costs associated with tower rental, electrical fees or site maintenance.
- Does not include costs associated with purchase, maintenance or support of ancillary network equipment or network backhaul connection.

#### FlexNet Network Portal (FNP)

- Two business day response time for on-site analysis<sup>1</sup>.
- Repair or replacement of defective parts or unit, at Sensus' discretion. Includes costs for parts and labor.
- Does not cover 'Acts of God'
- Does not include costs associated with tower rental, electrical fees or site maintenance.
- Does not include costs associated with purchase, maintenance or support of ancillary network equipment or network backhaul connection.

#### FlexWare/MDM Software

- Sensus software updates
- Remote diagnostics of Sensus software issues<sup>2</sup> (Remote access required)
- Two business day response time for on-site analysis<sup>1</sup>
- Does not include RNI hardware<sup>3</sup>
- Does not include RNI operating system upgrades or updates after initial coverage<sup>4</sup>

#### HHD Programming Software

- Sensus software updates

#### ALTERNATE SERVICE PRICING

##### Phone Support

- \$75 per call; \$7.50 per minute after first ten (10) minutes.

##### Yearly Software Updates

- \$4000.00 (net)

##### On Site Visits

- \$1600.00 per day

##### Additional MDM/FlexWare WebEx Remote

##### Training Session

- \$750.00 per session



IN WITNESS WHEREOF, the parties have caused their authorized representatives to execute this Agreement as of the date first set out above.

SENSUS METERING SYSTEMS INC.

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

\_\_\_\_\_  
*Customer Name Here*

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

Distributor Organization

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

Please check one of the following:

- CAP Document signed with no additions and or deletions
- Customer requested changes to the CAP. See attached "Sensus FlexNet Change Order Form"

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This page is superceded by Village of Lombard  
Contract Document PWU-1101

**Appendix "E"**  
**Sensus FlexNet Customer Acceptance Plan (CAP)**



Print Form

**FlexNet Customer Acceptance Plan (CAP)**

As part of the FlexNet system deployment, three milestones have been established and defined. The customer will accept and operate the FlexNet system once milestone three (3) has been completed. At that point, Sensus will provide support per the agreed upon service levels.





- 9) "Tower Site" means a site on a radio tower, building, or elsewhere where a TGB is located or intended to be installed.
- 10) "Tower Site Lease" means a lease, license or other right to use or occupy all or a portion of a Tower Site for a TGB.
- 11) "Unavailable Meters" include, but are not limited to the following:
  - a) Cut At Pole — nominally a meter for which power has been turned off to the socket by the Affiliated Utility
  - b) Booted on Line Side — nominally a meter for which power has been turned off by placing "boots" in the socket from which the power to the meter has effectively been turned off.
  - c) Failed or flawed power delivery to the meter socket — an Affiliated Utility power generation, distribution or delivery system failure that has effectively turned off power to the socket and/or meter.
  - d) Tampered Meters — sockets, meters or distribution assets that have been modified by unauthorized personnel rendering the meter incapable of providing accurate usage readings from that meter.
  - e) Failed Register — the meter register is not responding to a read message.
  - f) Cut Wire — the wire and all associated components connecting the SmartPoint to the meter register is cut in some way causing the radio to not be able to read the register.
  - g) Broken TouchCoupler — the TouchCoupler is damaged by intentional or unintentional acts.
  - h) Broken Clip — the clip that holds the TouchCoupler into the radio package housing is broken and the unit can not complete the inductive electrical connection.
  - i) Improper installation of the TouchCoupler — the TouchCoupler is not pushed all the way into the housing clip causing the unit to not be able to complete the inductive electrical connection.
  - j) Unit not installed through the pit lid — the unit is not installed with the antenna positioned through the pit lid and properly secured with the retaining nut. The radio unit must also be securely attached to the antenna section.
  - k) Radio unit not securely attached to the Antenna unit — The water-proof SmartPoint housing is not properly installed and secured to the antenna unit.
  - l) Damaged antenna - the unit's antenna is damaged by intentional or unintentional acts.
  - m) Damaged radio package — the unit's water-proof radio package is damaged by intentional or unintentional acts.
  - n) Data Base errors — the unit is removed from the system but not updated in the database. Still shown as in the system when in fact has been removed.
  - o) Phantom Units — the unit is removed from the system but is still transmitting and being heard by the system.
- 12) "Unread Meters" means any Available Meter that is not read by the FlexNet Network.
- 13) "FlexWare"™ software, developed by Sensus, is the software utilized in the RNI to decrypt the data from meters, filter the data by application, and route the data appropriately to the utility customer. FlexWare™ includes the software in all of the RNI components.
- 14) "SmartPoint" is a printed circuit board that provides an AMI endpoint the ability to acquire data from its connected meter and transmit the data to AMI collection devices located at AMI towers. SmartPoints are mounted either integral to the meter or remotely depending upon meter type and manufacturer.
- 15) "TouchCoupler" is an inductive coupler connection from a water register to the SmartPoint unit.
- 16) "Register" is a mechanical or electronic device attached to a water meter designed to capture meter consumption.



IN WITNESS WHEREOF, the parties have caused their authorized representatives to execute this Agreement as of the date first set out above.

SENSUS

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

\_\_\_\_\_  
*Customer Name Here*

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

Distributor Organization

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

Please check one of the following:

- Document signed with no additions and or deletions
- Customer requested changes. See attached "Sensus FlexNet Change Order Form"



### Repeater Site Responsibilities:

**Sensus will:**

*Insert quantities if needed*

1. Sensus will provide up to \_\_\_\_\_ Repeaters with mounting brackets for the installation.
2. Sensus will install the Repeater units and ancillary equipment necessary to a structure as needed.
3. Sensus will identify and hire a qualified installation team to install the Repeater equipment and make final end connections to the equipment.
4. Sensus will identify the optimum location to install the repeaters and communicate those locations to the customer.
5. Repeater locations will be identified only after sufficient TGB's and endpoints have been installed and it is apparent that additional infrastructure in the form of Repeaters is required to optimize system performance.

**The Customer will:**

1. Be responsible to provide a 120 VAC power source and cable run, in compliance with local code, to the point where each Repeater will be installed. These boxes can be installed on top of poles, buildings, etc. For such cable runs, 18 AWG UV and weather resistant power cable for runs less than 470 ft. and 16 AWG for runs less than 750 ft. are needed.
2. Be responsible to initiate, coordinate and acquire authorization for installation crews to climb poles, buildings and other structures necessary to safely affix cable runs as needed for the installation of the Repeaters.
3. Be responsible to provide adequate electricity to the Repeater locations and is responsible for any and all recurring electricity charges for Repeater operations.
4. Be responsible for on-going maintenance and support of the equipment after completion of the Sensus installation and acceptance phase.





## RNI Responsibilities:

### Sensus will:

1. The RNI consists of two servers which have mounting hardware and can be installed into a standard rack or rack cabinet. If the customer has a suitable rack cabinet with adequate space then Sensus can install the hardware if desired on the customers rack. Each server requires 1 rack space (3 rack spaces would be needed to accommodate ancillary equipment) The customer will instruct Sensus as to the desired location for the RNI installation.
2. Supply and configure the RNI hardware and data management software necessary to operate on the RNI hardware.
3. Stage all Software and configure the RNI hardware for operation with the FlexNet network.
4. Install the RNI hardware, test, and verify proper network connectivity to access the TGB.

### The Customer will:

1. Purchase all needed FlexNet (RNI) computer equipment.
2. Provide a location for the RNI Servers, typically in the IT room which will host the data management software.
3. Provide a cabinet to house the servers when rack space is not available.
4. Provide the network cabling from servers to a Network router.
5. Be responsible for fees associated with acquiring and maintaining the static IP addresses needed to access network equipment located at the TGB site.
6. Provide the necessary static IP addresses for the FlexNet system components.
7. Be responsible to provide a power source for the RNI hardware equipment.
8. Be responsible to secure a suitable contractor to connect the data management software to the billing system to allow for data to be imported for billing purposes.
9. Allow a minimum of thirty (30) to forty-five (45) days from the time the TGB, RNI and sufficient endpoints have been operational before requiring that data be used for billing purposes.
10. Be responsible to provide any necessary equipment should the utility require system backup.
11. Be responsible to perform system backup on a regular basis as recommended by Sensus.
12. Be responsible to assure that the servers provided for the FlexWare application are provided for the exclusive use of FlexNet. Customer cannot add, and/or delete applications within the FlexWare software or the servers that house the software without the written approval of Sensus.
13. Provide remote network access to the FlexNet (RNI) computer and TGB network by authorized Sensus AMR Technical Services personnel for the purpose of performing system maintenance, troubleshooting and system monitoring (If the customer prefers, they can require that Sensus personnel coordinate with them to have a remote login port opened only during the period Sensus requires access).



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

To: \_\_\_\_\_

FROM: Sensus

SUBJECT: Statement of Work

This document is designed to assist the customer with the planning and installation of the Sensus FlexNet Advanced Metering Infrastructure (AMI) system. For illustrative purposes, an architectural diagram is provided below that depicts equipment to be installed at the Tower Gateway Basestation (TGB) site and the customer site which will typically house the Regional Network Interface (RNI). In addition, the following pages provide details pertaining to responsibilities for both Sensus and the \_\_\_\_\_ during the planning, installation and commissioning of the FlexNet system.

*Customer Name*

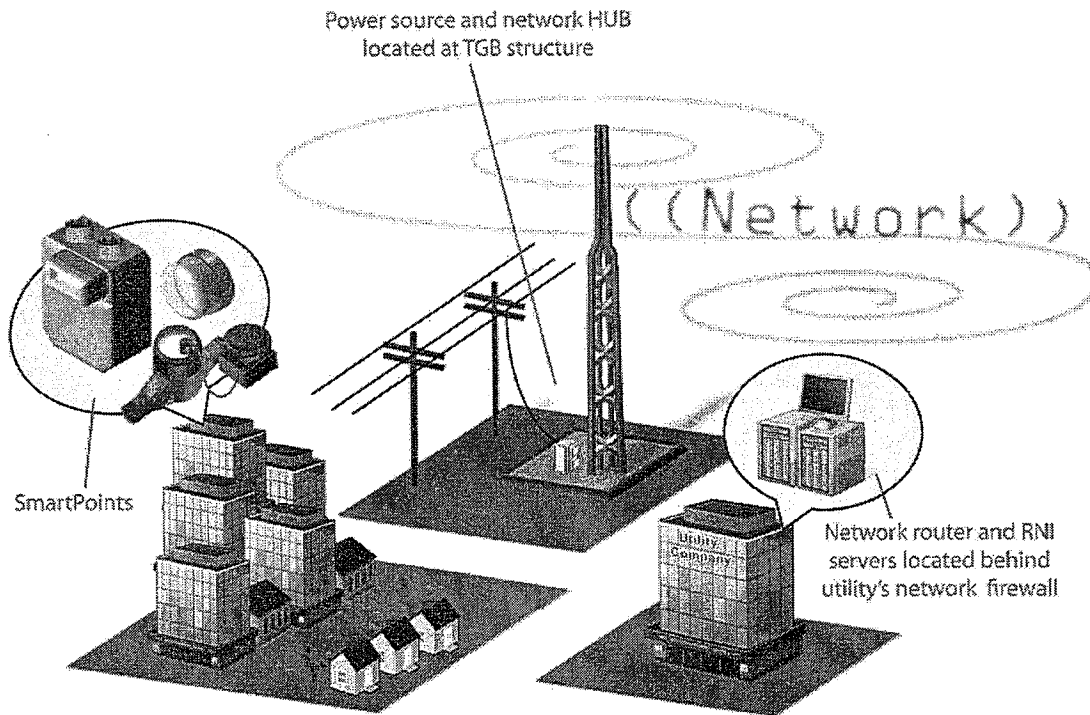
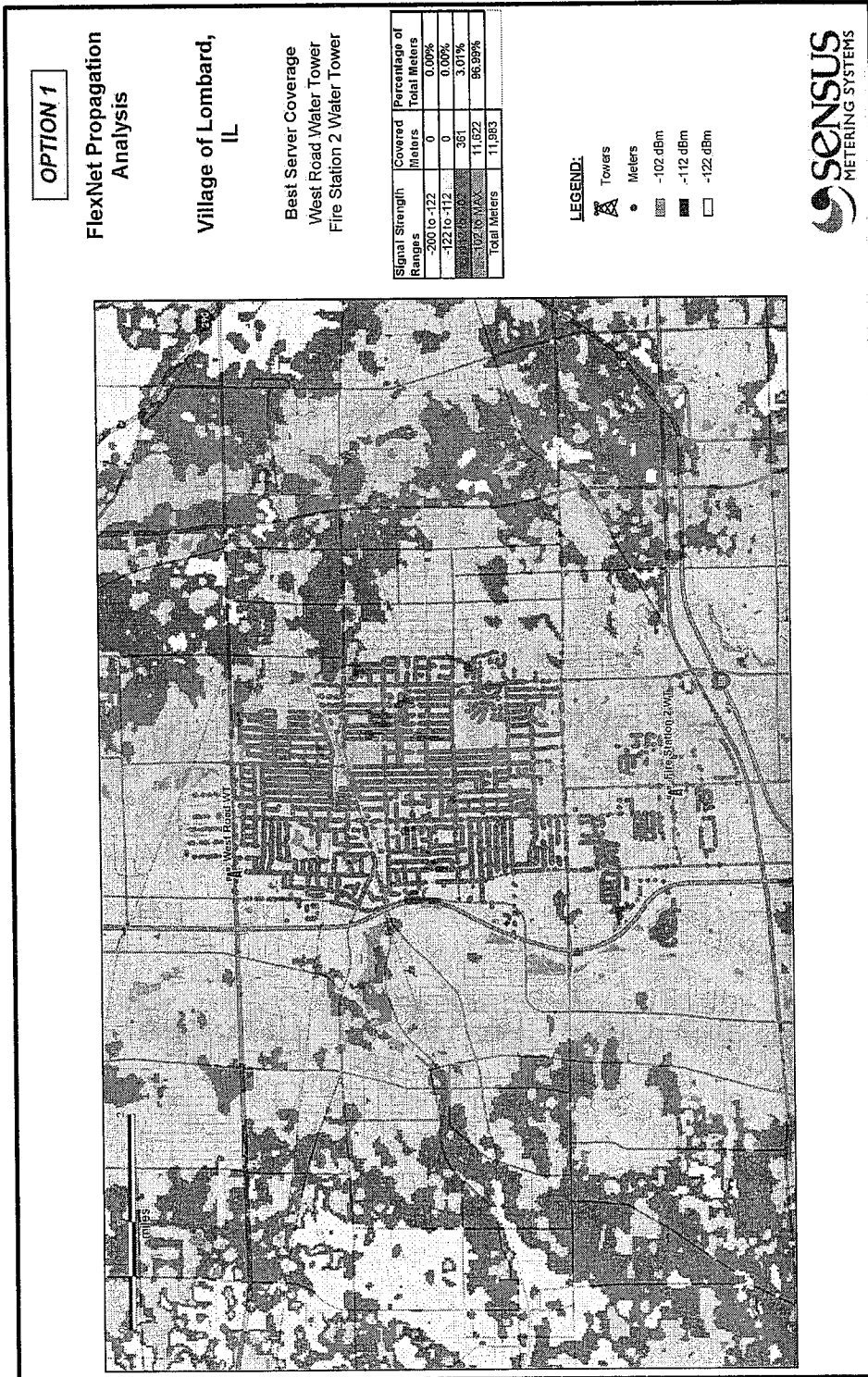


Diagram 1 - TGB/RNI

## Appendix "B" Village of Lombard FlexNet Propagation Analysis



**INDIVIDUAL LINE ITEM PRICES**

|   |                            |
|---|----------------------------|
| 5/8" x 1/2" <b><u>New</u></b> Sensus iPERL Water Meters<br>with Solid State Register.                   | \$ <u>107.00 ea. net</u>   |
| 3/4" <b><u>New</u></b> Sensus iPERL Water Meters<br>with Solid State Register.                          | \$ <u>120.00 ea. net</u>   |
| 1" <b><u>New</u></b> Sensus iPERL Water Meters<br>with Solid State Register.                            | \$ <u>156.00 ea. net</u>   |
| 1-1/2" <b><u>New</u></b> Sensus Omni C2 Water Meter<br>with Integral Strainer and Solid State Register. | \$ <u>960.00 ea. net</u>   |
| 2" <b><u>New</u></b> Sensus Omni C2 Water Meter<br>with Integral Strainer and Solid State Register.     | \$ <u>1,107.00 ea. net</u> |
| 3" <b><u>New</u></b> Sensus Omni C2 Water Meter<br>with Integral Strainer and Solid State Register.     | \$ <u>1,402.00 ea. net</u> |
| 4" <b><u>New</u></b> Sensus Omni C2 Water Meter<br>with Integral Strainer and Solid State Register.     | \$ <u>2,435.00 ea. net</u> |
| 6" <b><u>New</u></b> Sensus Omni C2 Water Meter<br>with Integral Strainer and Solid State Register.     | \$ <u>4,207.00 ea. net</u> |
| Model 510M TouchCoupler MXU<br>(Meter Transceiver Unit).  | \$ <u>118.00 ea. net</u>   |

**Sensus FlexNet (Fixed Network) Reading Equipment and Software**

| <b><u>ITEM</u></b><br><b><u>#</u></b> | <b><u>DESCRIPTION</u></b>                                      | <b><u>APPROXIMATE</u></b><br><b><u>QTY</u></b> | <b><u>UNIT</u></b><br><b><u>PRICE</u></b> | <b><u>TOTAL</u></b><br><b><u>AMOUNT</u></b> |
|---------------------------------------|--|--|---|---|
| 10.                                   | Sensus 3096+ TouchReader                                       | <u>2</u>                                       | \$ <u>No Charge</u>                       | \$ <u>No Charge</u>                         |
| 11.                                   | Intermec CN 50 Programmer                                      | <u>1</u>                                       | \$ <u>2,325.00 ea.net</u>                 | \$ <u>2,325.00</u>                          |
| 12.                                   | Sensus FlexNet Tower Gateway<br>Base Station (TGB) Model E2000 | <u>2</u>                                       | \$ <u>65,000.00 ea. net</u>               | \$ <u>130,000.00</u>                        |

**1" Sensus Water Meter**

- |    |  |            |                          |                     |
|----|--|------------|--------------------------|---------------------|
| 3. | 1" <b><u>New</u></b> Sensus Model iPERL Water Meters with Solid State Register, 510M TouchCoupler MXU (Meter Transceiver Unit) including <u>installation</u> | <u>192</u> | \$ <u>365.00 ea. net</u> | \$ <u>70,080.00</u> |
|----|--|------------|--------------------------|---------------------|

**1-1/2" Sensus Water Meter**

- |    |   |            |                            |                      |
|----|---|------------|----------------------------|----------------------|
| 4. | 1-1/2" <b><u>New</u></b> Sensus Omni C2 Water Meter with Integral Strainer and Solid State Register, Model 510M TouchCoupler MXU (Meter Transceiver Unit) including <u>installation</u> | <u>284</u> | \$ <u>1,302.00 ea. net</u> | \$ <u>369,768.00</u> |
|----|---|------------|----------------------------|----------------------|

**2" Sensus Water Meter**

- |    |   |            |                            |                      |
|----|---|------------|----------------------------|----------------------|
| 5. | 2" <b><u>New</u></b> Sensus Omni C2 Water Meter with Integral Strainer and Solid State Register, Model 510M TouchCoupler MXU (Meter Transceiver Unit) including <u>installation</u> | <u>239</u> | \$ <u>1,463.00 ea. net</u> | \$ <u>349,657.00</u> |
|----|---|------------|----------------------------|----------------------|

**3" Sensus Water Meter**

- |    |   |            |                            |                      |
|----|---|------------|----------------------------|----------------------|
| 6. | 3" <b><u>New</u></b> Sensus Omni C2 Water Meter with Integral Strainer and Solid State Register, Model 510M TouchCoupler MXU (Meter Transceiver Unit) including <u>installation</u> | <u>119</u> | \$ <u>2,036.00 ea. net</u> | \$ <u>242,284.00</u> |
|----|---|------------|----------------------------|----------------------|

**4" Sensus Water Meter**

- |    |   |           |                            |                      |
|----|---|-----------|----------------------------|----------------------|
| 7. | 4" <b><u>New</u></b> Sensus Omni C2 Water Meter with Integral Strainer and Solid State Register, Model 510M TouchCoupler MXU (Meter Transceiver Unit) including <u>installation</u> | <u>61</u> | \$ <u>3,210.00 ea. net</u> | \$ <u>195,810.00</u> |
|----|---|-----------|----------------------------|----------------------|

**6" Sensus Water Meter**

- |    |   |             |                            |                      |
|----|---|-------------|----------------------------|----------------------|
| 8. | 6" <b><u>New</u></b> Sensus Omni C2 Water Meter with Integral Strainer and Solid State Register, Model 510M TouchCoupler MXU (Meter Transceiver Unit) including <u>installation</u> | <u>6</u>    | \$ <u>5,340.00 ea. net</u> | \$ <u>32,040.00</u>  |
| 9. | <b><u>New</u></b> Sensus Model 510M TouchCoupler MXU (Meter Transceiver Unit)   | <u>1000</u> | \$ <u>118.00 ea. net</u>   | \$ <u>118,000.00</u> |

**Exhibit "E"**

ADDITIONAL INSURED ENDORSEMENT

Name of Insurer:  
Named Insured:  
Policy Number:  
Policy Period:  
Endors. Effective Date:

This endorsement modifies coverage provided under the following:

Commercial General Liability  
Coverage Part

Name of Individuals or Organization:

WHO IS AN INSURED section of the policy/coverage document is amended to include as an insured, the individuals or organization shown above, but only with respect to liability "arising out of your work".

For purposes of this endorsement, "arising out of your work" shall mean:

1. Liability the Additional Insured may incur resulting from the actions of a contractor it hires.
2. Liability the Additional Insured may incur for negligence in the supervision of the Named Insured Contractors work.
3. Liability the Additional Insured may incur for failure to maintain safe worksite conditions.
4. Liability the Additional Insured may incur due to joint negligence of the Named Insured Contractor and the Additional Insured.

**Exhibit "C"**

**CONTRACTOR'S CERTIFICATION:**

**Illinois Department of Revenue - Tax Compliance**

\_\_\_\_\_, having submitted a bid/proposal for FY 2011 Automated Meter Replacement Project, to the Village of Lombard, hereby certifies that said contractor is not delinquent in the payment of any tax administered by the Illinois Department of Revenue, or if it is:

- a. it is contesting its liability for the tax or the amount of tax in accordance with procedures established by the appropriate Revenue Act; or
- b. it has entered into an agreement with the Department of Revenue for payment of all taxes due and is currently in compliance with that agreement.

By: \_\_\_\_\_  
Authorized Agent of Contractor

Subscribed and sworn to  
before me this \_\_\_\_\_  
day of \_\_\_\_\_, 2010.

\_\_\_\_\_  
Notary Public

**Exhibit "A"**

**CONTRACTOR'S CERTIFICATION:**

Contract Execution

\_\_\_\_\_ (Name of Contractor), having submitted a bid/proposal on a contract for FY 2011 Automated Meter Replacement Project to the Village of Lombard, hereby certifies that said contractor is not barred from bidding on the aforementioned contract as a result of a violation of either Section 33E-3 or 33E-4 of Article 33E of the Illinois Criminal Code or of any similar statute of another state or of a federal statute containing the same or similar elements.

By: \_\_\_\_\_  
Authorized Agent of Contractor

Subscribed and sworn to  
before me this \_\_\_\_\_  
day of \_\_\_\_\_, 2010.

\_\_\_\_\_  
Notary Public



## VILLAGE OF LOMBARD

### CONTRACT BOND

KNOW ALL MEN BY THESE PRESENTS, that we \_\_\_\_\_, a company organized under the laws of the State of \_\_\_\_\_ and licensed to do business in the State of Illinois as Principal and \_\_\_\_\_, a corporation organized and existing under the laws of the State of \_\_\_\_\_, with authority to do business in the State of Illinois, as Surety, are now held and firmly bound unto the Village of Lombard, State of Illinois in the penal sum of \_\_\_\_\_ dollars (\$ \_\_\_\_\_) lawful money of the United States, well and truly to be paid unto said Village for the payment of which we bind ourselves, our successors and assigns, jointly, severally, and firmly by these presents.

THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH that whereas the said Principal has entered into a written contract with the Village of Lombard, acting through the President and Board of Trustees of said Village, dated August 19, 2010, for the construction of the work designated:

FY 2011 Automated Meter Replacement Project

in Lombard, Illinois, which contract is hereby referred to and made a part hereof as if written herein at length, and whereby the said Principal has promised and agreed to perform said work in accordance with the terms of said contract, and has promised to pay all sums of money due for any labor, materials, apparatus, fixtures or machinery furnished to such Principal for the purpose of performing such work, and has further agreed to guaranty and maintain said work for a one (1) year period following final payment to such Principal, and has further agreed to pay all direct and indirect damages to any person, firm, company, or corporation suffered or sustained on account of the performance of such work during the time thereof and until such work is completed and accepted; and has further agreed that this bond shall inure to the benefit of any person, firm, company or corporation from whom any such labor, materials, apparatus, fixtures or machinery was so furnished and that suit may be maintained on such bond by any such person, firm, company or corporation for the recovery of any such money.

NOW, THEREFORE, if the said Principal shall well and truly perform said work in accordance with the terms of said contract and shall pay all sums of money due or to become due for any labor, materials, apparatus, fixtures or machinery furnished to him for the purpose of constructing such work and shall commence and complete the work within the time prescribed in said contract, and shall pay and discharge all damages, direct and indirect, that may be suffered or sustained on account of such work during the time of the performance thereof and until the said work shall have been accepted, and shall hold the Village of Lombard and its officers, agents and employees, harmless on account of any such damages, and shall in all respects fully and faithfully comply with all the provisions, conditions, and requirements of said contract, then upon the final payment by the Village to said Principal under said contract, the amount of this bond shall be reduced to ten percent (10%) of the amount set forth on the first page hereof for a period of one (1) year; otherwise to remain in full force and effect.

## VILLAGE OF LOMBARD

### CONTRACT DOCUMENT NUMBER PWU-1101

This agreement is made this 19<sup>th</sup> day of August, 2010, by and between, and shall be binding upon, the Village of Lombard, an Illinois municipal Corporation hereinafter referred to as (the "Village") and HD Supply Waterworks, Ltd. hereinafter referred to as (the "Contractor").

Witnesseth That in consideration of the mutual promises of the parties delineated in the Contract Documents, and herein, the Contractor agrees to sell and install and the Village agrees to pay for the following described items and the installation of the same as set forth in the Contract Documents:

- FY 2011 Automated Meter Replacement Project
- Appendix A: HD Waterworks Proposal Dated June 11, 2010
- Appendix B: Village of Lombard FlexNet Propagation Analysis
- Appendix C: Sensus/Customer FlexNet Deployment Project Responsibilities Statement of Work (SOW)
- Appendix D: FlexNet Statement of Work Reference Chart
- Appendix E: FlexNet Customer Acceptance Plan
- Appendix F: Sensus FlexNet Annual Maintenance Agreement

1. This Contract shall embrace and include all of the applicable Contract Documents listed below as if attached hereto or repeated herein:
  - a. Specification and Contract Document no. PWU-1101 for FY 2011 Automated Meter Replacement Project, consisting of the following:
    - i) Cover Sheet
    - ii) Table of Contents
    - iii) General Terms, Conditions and Instructions
    - iv) Specific Terms, Conditions and Instructions
  - b. The Contractor's Proposal Dated June 11, 2010
  - c. Required Contract Bond and Certificate of Insurance
2. The Village agrees to pay, and the Contractor agrees to accept as full payment for the items, and installation of the same, which are the subject matter of this Contract the total sum of \$1,736,044.42 paid in accordance with the provisions of the Local Government Prompt Payment Act and the provisions of the Contract Documents.
3. Risk of loss, destruction or damage of or to goods under this Contract shall be on contractor until installation and acceptance of the goods by the Village.
4. Contractor shall not delegate the duties involved in the performance of the installation services which are the subject matter of this Contract without the written approval of the Village.

have been received and approved for all previous pay estimates. Retainage will not be deposited under any trust agreement. Mobilization will not be paid.

**ACCEPTANCE AND FINAL PAYMENT.**

Any payment, final or otherwise, shall not release the Contractor or his sureties from any obligations under the Contract or the contract bond.

**OTHER CONTRACTOR RESPONSIBILITIES**

The contractor shall be responsible for complying with all applicable Federal, State, County and Village laws and regulations in the performance of the contract.

**CONTRACT BOND**

The contractor must furnish and pay for a satisfactory Contract Bond in the amount of one hundred percent (100%) of the contract sum. Said Bond shall be in a form acceptable to the Village, shall be deposited with the Village at the time of execution of the contract and shall provide that they shall not terminate on completion of the work, but shall be reduced to ten percent (10%) of the contract sum upon completion of the work for a period of one (1) year to cover the one (1) year guaranty and maintenance period. Execution of any contract by the Village is contingent upon the provision of the required Bond by the contractor.

**PREVAILING WAGES**

The Village of Lombard requires all contractors (and any subcontractors) bidding on Village projects to comply with the Illinois Prevailing Wage Act, 820 ILCS 130/1 *et seq.*, as applicable to the particular contract. Prevailing wage rate updates can be obtained by calling the Illinois Department of Labor at (312) 793-2914, or writing to the Illinois Department of Labor at: 310 S. Michigan Avenue, 10th Floor, Chicago, Illinois 60604, or calling the Lombard Village Hall at (630) 620-5700.

**Note:** On August 10, 2005, Public Act 94-0515 amended the Prevailing Wage Act by requiring the contractor and each subcontractor participating on public works projects to submit monthly a certified payroll to the public body in charge of the project.

**INSURANCE**

- (A) During the term of the contract, the contractor shall provide the following types of insurance in not less than the specified amounts:
1. Commercial General Liability - \$1,000,000.00 per occurrence, \$2,000,000.00 aggregate;
  2. Auto Liability - Combined Single Limit Amount of \$1,000,000.00 on any contractor owned, and/or hired, and/or non-owned motor vehicles engaged in operations within the scope of this contract;
  3. Professional Liability - \$1,000,000.00 (Required only where contracts are for professional services);
  4. Workers Compensation - Statutory; Employers Liability \$1,000,000.00 (the policy shall include a 'waiver of subrogation'); and
  5. Umbrella Coverage - \$1,000,000.00

**TABLE OF CONTENTS**

|  | Page |
|--|------|
| Cover Sheet.....   | 1    |
| Table of Contents.....   | 2    |
| General Terms, Conditions & Instructions .....   | 3    |
| Specific Terms, Conditions & Instructions.....   | 7    |
| Village Contract.....  | 8    |
| Village Contract Bond .....  | 10   |
| Exhibit A (Contractor's Certification - Contract Execution) .....  | 12   |
| Exhibit B (Contractor's Cert. - Sexual Harassment Policy).....   | 13   |
| Exhibit C (Contractor's Cert. - Tax Compliance) .....  | 14   |
| Exhibit D (Contractor's Cert. - Drug & Alcohol Testing) .....  | 15   |
| Exhibit E (Additional Insured Endorsement) .....   | 16   |
| Appendix A (HD Supply Waterworks, Ltd. Proposal).....  | 17   |
| Appendix B (Village of Lombard FlexNet Propagation Study) .....  | 22   |
| Appendix C (Sensus/Customer FlexNet Deployment Project<br>Responsibilities Statement of Work (SOW))..... | 23   |
| Appendix D (FlexNet Statement of Work Reference Chart).....  | 33   |
| Appendix E (FlexNet Customer Acceptance Plan) .....  | 34   |
| Appendix F (Sensus FlexNet Annual Maintenance Agreement).....  | 38   |

