

UTILITIES DEPARTMENT ADVANCED METERING INFRASTRUCTURE (AMI) INSTALLATION SERVICE AGREEMENT

This Utilities Department Advanced Metering Infrastructure Installation Service Agreement (this "Agreement") is made and entered into as of _____ (the "Effective Date") by and between the City of North Las Vegas, a Nevada municipal corporation (the "City") and Thirkettle Corporation, dba, Aqua Metrics, a California corporation (the "Services Provider").

RECITALS

A. The City desires to install 100 smart meters and sensors at various locations throughout the City that will securely transmit and receive usage data to help proactively manage City water systems and improve operations (the "Project").

B. The City desires to have the Services Provider perform the Project, and the Services Provider agrees to such performance, upon the terms and conditions described in this Agreement.

NOW, THEREFORE, upon good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and the Services Provider agree to the following terms, conditions and covenants:

SECTION ONE RESPONSIBILITY OF SERVICES PROVIDER

1.1. The Services Provider shall commence the work to be performed under this Agreement on the Effective Date of this Agreement and as stated in the Proof of Concept dated October 10, 2017, attached hereto in Exhibit A, as may be amended from time to time only by the mutual agreement of the parties (the "Scope of Work"). The Services Provider, and its agents, employees, and subcontractors will cooperate with the City in the performance of this Agreement and will be available for consultation with the City at all times, twenty-four (24) hours a day, seven (7) days a week, within eight (8) hours of initial contact.

1.2. The Services Provider shall perform all of its obligations under this Agreement and the attached Scope of Work. At any time that the Services Provider falls behind the requirements of the Agreements and attachments, which are incorporated by reference, the Services Provider shall promptly notify the City and, at its own expense, shall promptly take all actions to come back into compliance with the Agreement. To the extent that any term of the Quote is inconsistent with, or conflicts with, this Agreement, the terms of this Agreement shall govern.

SECTION TWO SCOPE OF SERVICES

2.1. The Services Provider shall perform all of the services requested by the City in the manner set forth in this Agreement, including without limitation those obligations set forth in Exhibit A and incorporated herein, as may be amended by mutual agreement of the parties, and all related additional or incidental tasks necessary to effectuate the intent of this Agreement. If the Services Provider performs any additional task without obtaining the City's prior written approval, the Services Provider does so at its own risk and expense.

2.2. The Services Provider shall at its own expense comply at all times with all municipal, county, state and federal laws, regulations, rules, codes, ordinances and other applicable legal requirements, as such may be amended or modified from time to time in performing the Scope of Work for the Project. The Services Provider shall at its own expense obtain and maintain in full force and effect at all times all necessary permits, licenses and other governmental approvals required by applicable legal requirements to be obtained and maintained by the Services Provider with respect to this Agreement or the business of the Services Provider.

SECTION THREE PAYMENT AND TERM

3.1 The term of this agreement shall commence on the Effective Date and continue until Project completion. The City shall pay the Services Provider for the entirety of the Scope of Work described in Exhibit A an amount of Sixty-Two Thousand, Two Hundred Eighty-Two dollars and Twenty-One cents (\$62,282.21). An addition Ten Thousand dollars (\$10,000.00) is authorized for the Utilities Director to use at his discretion for any supplemental services needed. Therefore, the overall not to exceed value of this Agreement is Seventy-Two Thousand, Two Hundred Eighty-Two dollars and Twenty-One cents (\$72,282.21). The quoted prices in Exhibit A will remain in effect for the duration of this Agreement. No additional compensation shall be paid, and no increase in the time of performance shall be awarded to the Services Provider for changes to the Scope of Work referenced in this Agreement without the prior written authorization of the City to proceed with such changes.

3.2 Payment to the Services Provider shall be made within thirty (30) calendar days after the City receives each invoice provided by the Services Provider to the City, provided that such invoice is complete, correct, and undisputed by the City, and that it contains the following information: a detailed description of work, number of hours worked, a list of costs and any additional information requested by the City. Upon reconciliation of all errors, corrections, credits, and disputes, payment to the Service Provider will be paid in full within 30 calendar days. Invoices received without a valid purchase order number will be returned unpaid. The Service Provider shall submit the original invoice to:

City of North Las Vegas Finance Department
ATTN: Accounts Payable, Suite 700
2250 Las Vegas Blvd., N.
North Las Vegas, NV. 89030

SECTION FOUR REPRESENTATIONS AND WARRANTIES

4.1. The Services Provider hereby represents and warrants for the benefit of the City, that the Services Provider is a duly formed and validly existing California corporation and is duly qualified to do business in, and is in good standing in the State of Nevada, and has the full authority and legal right to execute, deliver, and perform under this agreement.

4.2. The representations and warranties made by the Services Provider shall survive the completion of the project and the termination or expiration of the Agreement.

SECTION FIVE INSURANCE

5.1. The Services Provider shall procure and maintain, and shall cause each subcontractor to procure and maintain at all times during the performance of the Project and for one year thereafter, at its own expense, the following insurances:

A. Workers' Compensation Insurance as required by applicable legal requirements, covering all persons employed in connection with the matters contemplated hereunder and with respect to whom death or injury claims could be asserted against City or the Services Provider.

B. Comprehensive General Liability (bodily injury and property damage) insurance in a policy limit of not less than \$1,000,000 for combined single limit per occurrence. Such General Liability insurance policy shall be endorsed as to include the City as an additional insured.

5.2. Certificates of Insurance indicating that such insurance is in effect shall be delivered to the City before work is begun under this Agreement. If the Services Provider is underwritten on a claims-made basis, the retroactive date shall be prior to or coincident with the date of this Agreement, and the Certificate of Insurance shall state that coverage is claims-made and the retroactive date. The Services Provider shall provide the City annually with a Certificate of Insurance for each type of insurance required hereunder. It is further agreed that the Services Provider and/or Insurance Carrier shall provide the City with 30-day advance written notice of policy cancellation of any insurance policy required to be maintained by the Services Provider.

5.3. All insurance policies required hereunder, and all renewals thereof, shall be provided by a company or companies authorized to do business in Nevada and shall expressly:

A. Waive subrogation against the City, its officers, agents, servants and employees;

B. Provide that they are primary and noncontributing with any insurance which City may carry;

C. Include or be endorsed to cover the Services Provider's contractual liability to the City; and

D. Disclose all deductibles and self-insured retentions in the Certificate of Insurance. No deductible or self-insured retention may exceed \$250,000 without the written approval of the City.

SECTION SIX TERMINATION

The City may terminate this Agreement at any time with or without cause upon notice to the Services Provider, and the City shall have no liability to the Services Provider for such termination except that the City shall pay the Services Provider for the reasonable value of services provided by the Services Provider to City up through and including the date of termination, provided that the Services Provider, within thirty (30) days following the date of the City's termination notice, submits an invoice for such Services in a form reasonably acceptable to the City and such invoice is supplemented by such underlying source documentation as is reasonably requested by the City.

SECTION SEVEN INDEMNIFICATION

Notwithstanding any of the insurance requirements herein above set forth or limits of liability set forth therein, the Services Provider shall defend, protect, indemnify and hold harmless the City, and its officers, agents and employees, from any liabilities, claims, damages, losses, expenses, proceedings, suits, actions, decrees, judgments, reasonable attorneys' fees, and court costs which the City suffers, and/or its officers, agents or employees suffer, as a result of, or arising out of, the negligent or intentional acts or omissions of the Services Provider, agents, and employees, or anyone employed by any of them, in fulfillment or performance of the terms, conditions or covenants of this Agreement. This Section 7 shall survive the completion of the Project and the Services and the termination or expiration of this Agreement until such time as the applicable statutes of limitation expire.

SECTION EIGHT NOTICES

8.1. All notices, demands and other instruments required or permitted to be given pursuant to this Agreement shall be in writing and be deemed effective upon delivery in writing if served by personal delivery, by overnight courier service, by facsimile or by overnight express mail, or upon posting if sent by registered or certified mail, postage prepaid, return receipt requested, and addressed as follows:

To City: City of North Las Vegas
 Attention: Paul Sikora
 2250 Las Vegas Blvd., N., Suite 710
 North Las Vegas, Nevada 89030
 Fax: 702-633-2814

To Services Provider: Aqua Metric
 Attention: John Shafer, Territory Manager
 4050 Flat Rock Drive
 Riverside, California, 92505

8.2. The address to which any notice, demand or other writing may be delivered to any party as above provided may be changed by written notice given by such party as above provided.

SECTION NINE MISCELLANEOUS

9.1. Nevada and City Law. The laws of the State of Nevada and the North Las Vegas Municipal Code shall govern the validity, construction, performance and effect of this Agreement, without regard to conflicts of law. The parties to this Agreement consent to the jurisdiction of any court of competent jurisdiction in Clark County, Nevada to adjudicate any dispute related to this Agreement or actions to enforce or interpret the terms of this Agreement.

9.2. Assignment. Any attempt to assign this Agreement by the Services Provider without the prior written consent of the City shall be void.

9.3. Non-Waiver. The failure to enforce or the delay in enforcement of any provision of this Agreement by a party shall in no way be construed to be a waiver of such provision or right unless such party expressly waives such provision or right in writing.

9.4. Partial Invalidity. If any term of this Agreement should be held by a court of competent jurisdiction to be invalid, void or unenforceable, all provisions not held invalid, void or unenforceable, shall continue in full force and effect.

9.5. Attorneys' Fees. In the event any action is commenced by either party against the other in connection with this Agreement, the prevailing party shall be entitled to its costs and expenses, including reasonable attorneys' fees, as determined by the court, including without limitation, fees for the services of the City Attorney's Office. This Section 9.5 shall survive the completion of the Project until the applicable statutes of limitation expire.

9.6. Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes all prior representations, agreements and understandings of the parties. No addition to or modification of this Agreement shall be binding unless executed in writing by the parties hereto.

9.7. Time of Essence. Time is of the essence in the performance of this Agreement.

9.8. Further Assurances. The Services Provider shall each execute and deliver all such documents and perform such acts as are reasonably requested by the City to complete the Project.

9.9. Effect of Agreement Termination. In the event this Agreement is terminated, all rights and obligations of the parties hereunder shall cease, other than indemnity obligations and matters that by their terms survive the termination hereof.

9.10. Fiscal Funding Out. The City reasonably believes that sufficient funds can be obtained to make all payments during the term of this Agreement. Pursuant to NRS Chapter 354, if the City does not allocate funds to continue the function performed by the Service Provider under this Agreement, this Agreement will be terminated when appropriated funds expire.

9.11. Public Record. Pursuant to NRS 239.010 and other applicable legal authority, each and every document provided to the City may be a "Public Record" open to inspection and copying by any person, except for those documents otherwise declared by law to be confidential. The City shall not be liable in any way to the Services Provider for the disclosure of any public record, including but not limited to documents provided to the City by the Services Provider. In the event the City is required to defend an action with regard to a public records request for documents submitted by the Services Provider, the Services Provider agrees to indemnify, hold harmless, and defend the City from all damages, costs, and expenses, including court costs and reasonable attorney's fees related to such public records request. This section 9.11 shall survive the expiration or early termination of the Agreement.

9.12. Electronic Signatures. For purposes of this Agreement, the use of facsimile, email or other electronic medium shall have the same force and effect as original signatures.

IN WITNESS WHEREOF, the City and the Services Provider have caused this Agreement to be executed as of the day and year first above written.

City of North Las Vegas,
a Nevada municipal corporation

Aqua Metric
a California corporation

By: _____
John J. Lee, Mayor

By:  _____
John Shafer, Territory Manager

Attest:

By: _____
Catherine A. Raynor, City Clerk

Approved as to Form:

By: _____
Micaela Rustia Moore, City Attorney

Exhibit A

Scope of Work

Please see attached pages



Proof of Concept Phase

Aqua-Metric and Sensus thank City of North Las Vegas for the opportunity to extend the Proof of Concept Phase for the forth coming AMI project. The following components will be required for City of North Las Vegas' water management system:

Qty	Description	Unit Price	Total
1	Base Station Installation	\$15,000.00	\$15,000.00
1	Raven Modem Backhaul	\$1,000.00	\$1,000.00
1	M32N20-M29 Base Station	\$10,989.01	\$10,989.01
20	5/8" x3/4" AccuStream	\$58.24	\$1,164.80
80	5/8" x 3/4" iPERL	\$74.73	\$5,978.40
100	3/4" to 1" Install	\$48.91	\$4,891.00
100	B3 lids	\$20.59	\$2,059.00
100	MXU radio	\$62.00	\$6,200.00
1	Pilot Software	\$15,000.00	\$15,000.00
		Total	\$62,282.21

The purpose of the Proof of Concept Phase is to implement on a smaller level the Sensus Analytics AMI System. Aqua-Metric will be installing 100 AccuSTREAM water meters 100 MXU 520M Radios and 1 Base Station in pre-determined areas throughout the City. All components purchased and installed are the property of City of North Las Vegas. The Proof of Concept Phase software will function for a maximum of 6 months. After that time City of North Las Vegas has the option to move forward with the Sensus Analytics AMI System.

Sincerely,

John Shafer
Territory Manager
Aqua-Metric

Aqua-Metric Sales Company
4050 Flat Rock Drive
Riverside, Ca 92505