

**AN ORDINANCE TO AUTHORIZE A PROFESSIONAL SERVICES  
AGREEMENT WITH ITRON, INC., FOR AUTOMATED WATER  
METER READING SERVICES**

**#4060**

**Sponsor:**

**Council  
Member  
Shabazz**

**WHEREAS**, pursuant to Section 2-308 and Section 8-200 of the City Charter, the City of Wilmington is authorized to enter into contracts for the supply of property or the rendering of services for more than a period of one year if approved by City Council by Ordinance; and

**WHEREAS**, the City desires to obtain automated water meter reading services; and

**WHEREAS**, the City has negotiated an agreement ("the Agreement") for such services with Itron, Inc., which has previously installed Itron electronic radio transmission modules on the water meters to be read; and

**WHEREAS**, the term of the Agreement is for a period of five (5) years beginning upon execution hereof, at a price not to exceed Three Hundred Twenty Four Thousand Dollars (\$324,000.00) per year; and

**WHEREAS**, actual expenditures will be subject to the limitations of the City's annual budgets; and

**WHEREAS**, it is the recommendation of the Department of Public Works that the City enter into the Agreement with Itron, Inc., to obtain automated water meter reading services for a period of five (5) years at a price not to exceed Three Hundred Twenty Four Dollars (\$324,000.00) per year, a copy of which, in substantial form, is attached hereto and incorporated by reference as Exhibit "A."

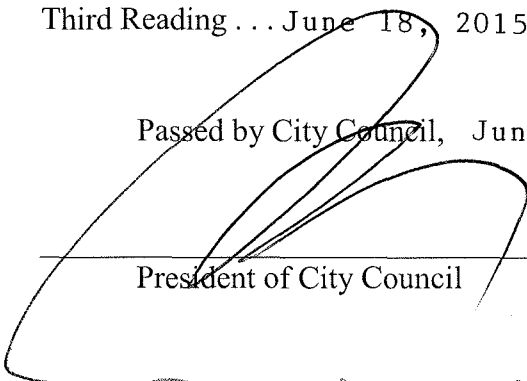
**THE COUNCIL OF THE CITY OF WILMINGTON HEREBY  
ORDAINS:**

**SECTION 1.** The Agreement between the City and Itron, Inc., to obtain automated water meter reading services for a period of five years beginning upon execution hereof, at a price not to exceed Three Hundred Twenty Four Thousand Dollars (\$324,000.00) per year, a copy of which, in substantial form, is attached hereto as Exhibit "A," is hereby approved, and the Mayor and the City Clerk are hereby authorized and directed to execute as many copies of said agreement, as well as all additional undertakings related thereto, as may be necessary.

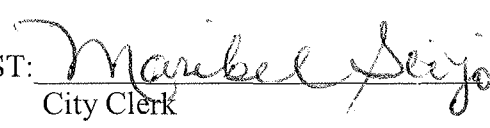
**SECTION 2.** This Ordinance shall be effective upon its passage by City Council and approval of the Mayor.

First Reading . . . June 4, 2015  
Second Reading. . . June 4, 2015  
Third Reading . . . June 18, 2015

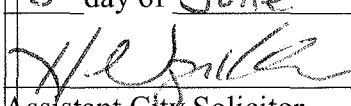
Passed by City Council, June 18, 2015

  
\_\_\_\_\_  
President of City Council

ATTEST:

  
\_\_\_\_\_  
City Clerk

Approved as to form this  
3 day of June 2015

  
\_\_\_\_\_  
Assistant City Solicitor

Approved this \_\_\_\_\_ day of

26 June, 2015

Dennis P. W. [Signature]  
Mayor

**SYNOPSIS:** This Ordinance authorizes the City to enter into an agreement with Itron, Inc., to obtain automated water meter reading services for a period of five years at a total price not to exceed \$324,000.00 per year.

**Agenda #4060**

**IMPACT STATEMENT**

This Ordinance authorizes the City to enter into an agreement with Itron, Inc., to obtain automated water meter reading services for a period of five years at a total price not to exceed \$324,000.00 per year.

# EXHIBIT A

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## ITRON, INC.

### Professional Services Agreement

This **PROFESSIONAL SERVICES AGREEMENT** ("Agreement") is dated July 1, 2015 ("Effective Date") and is between **Itron, Inc.**, a Washington corporation with principal offices at 2111 North Molter Road, Liberty Lake, WA 99019 U.S.A. ("Itron"), and the City of Wilmington, a corporation located at 800 French Street, Wilmington, DE 19801 ("Customer").

#### **Background**

Itron is in the business of providing professional services, including, but not limited to, implementation, customization, and training for Itron's energy management software. Customer desires to engage Itron to perform the services as provided in this Agreement.

In consideration of the terms and conditions below, Itron and the Customer (individually "Party", together "Parties") agree as follows:

#### **1.0 Definitions.**

- 1.1 "Confidential Information" includes, but is not limited to, all confidential, technical and business information relating to the Services, research and development, production and engineering processes, costs, profit or margin information, marketing, production, unreleased products, future business plans, and any other information or data not previously known that could reasonably be considered confidential or proprietary.
- 1.2 "Services" means the services specified in the SOW.
- 1.3 "SOW" means the written Statement of Work signed by both Parties under the terms of this Agreement.

#### **2.0 Scope of Agreement.**

During the term of this Agreement, Itron will provide to Customer the Services described in any written SOW, which specifically details the Services, including but not limited to the deliverables, milestones and corresponding due dates. Prior to performing any Services, Itron and Customer will execute the applicable SOW. If Customer issues a purchase order for any Services, the terms of this Agreement govern Itron's performance of such services, and supersede the terms of Customer's purchase orders. Changes affecting scope, cost and other activities, mutually agreed upon by the Parties, are implemented by a written Change Order.

#### **3.0 Services Provided.**

Itron, upon request from Customer, will provide Customer with Services at rates, prices and upon other terms as agreed upon in the SOW. Itron will perform all Services in accordance with the requirements of this Agreement.

#### **4.0 Payment Terms.**

- 4.1 Fees for Services will be billed in US dollars as provided in the SOW, or are done on a time-and-materials basis at rates identified in the SOW, and invoiced within thirty (30) days after completion of the Services. Itron reserves the right to annually adjust Service rates. Each invoice will include sufficient detail, supported by receipts, documentation and other information so Customer may verify the invoice.

For billing purposes, Itron will send invoices to:

Contact Name: City of Wilmington  
c/o Accounts Payable, 5<sup>th</sup> Floor  
City/County Bldg., 800 French Street  
Wilmington, DE 19801

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Mailing Address: Louis L. Redding City/County Building  
800 French Street  
Wilmington, DE 19801-3537 Telephone Number:

And a copy to: Commissioner  
City of Wilmington, Dept of Public Works  
800 N. French Street, 6<sup>th</sup> Floor  
Wilmington, DE 19801

4.2 Customer will reimburse Itron, or pay directly, all reasonable and documented travel, lodging and related expenses which are incurred by Itron personnel in performing Services for Customer on Customer requested travel.

4.3 All amounts payable to Itron will be paid in United States dollars and are net of all sales, use, property related taxes, customs and duties. Service fees are due and payable upon receipt by Customer of a proper invoice. A late payment charge of one and one-half percent (1½) per month (annual rate of eighteen percent) will be added to any amounts more than forty-five (45) days past due, which amounts have not been previously disputed, in good faith and in writing within forty-five (45) days of the date of invoice. Customer is responsible for any collection costs, including reasonable attorney's fees.

5. Additional Rights and Obligations of the Parties.

5.1 Ownership. Itron is a developer of computer software and Itron may use its proprietary software as well as other software properly licensed to Itron in the performance of Services. All software, software enhancements, documentation and other work products of Itron resulting from this Agreement remain the property of Itron.

5.2 Contact. Each party shall notify the other party of its designated primary contact ("Contact"). To the maximum extent practicable, communications between the parties will be through the parties' Contacts.

5.3 Facility and Personnel Access. Customer agrees to provide Itron reasonable access to its facilities and personnel concerned with the operation of the Software to enable Itron to provide Services. Itron will ensure that all employees or contractors providing Services on Customer's premises comply with Customer's reasonable employee rules of conduct, including but not limited to all security and safety procedures and policies.

5.4 Compliance with Laws. Itron will comply with all local, state and federal laws, ordinances, regulations and orders with respect to its performance of the Services. Itron will provide Customer with such documents and other supporting materials as Customer may reasonably request to evidence Itron's continuing compliance with the provisions in this Section.

5.5 Insurance. Itron, will obtain and maintain in full force and effect, without interruption during the term of the Agreement, the following minimum levels of insurance:

1. Workers' Compensation insurance covering the legal liability of Itron and Employers' liability insurance in the amount of \$1,000,000.00;
2. Commercial General Liability insurance in the amount of \$2,000,000.00 for any single occurrence;
3. Automobile Liability insurance in the amount of \$1,000,000.00 per occurrence; and
4. Errors or Omissions in the amount of \$2,000,000.

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Upon Customer's written request to Itron, Itron will provide Certificates of Insurance evidencing the coverage prescribed by this Section and naming the City as additional insured.

6.0 Warranty for Services.

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6.1 Limited Warranty. Itron warrants that all Services will be performed in a professional and competent manner. Customer must report any deficiencies in the Services to Itron in writing within sixty (60) days of performance of the Services to receive warranty remedies. For breach of this warranty, Itron's sole liability and Customer's exclusive remedy is re-performance of the Services by Itron at no additional cost to Customer.

6.2 Disclaimer. **THIS WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, REGARDING OR RELATING TO ANY SERVICES OR MATERIALS FURNISHED TO CUSTOMER UNDER THIS AGREEMENT. ITRON SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO ALL SUCH SERVICES AND MATERIALS.**

7.0 Indemnification.

7.1 General Indemnification. Itron will indemnify and hold harmless Customer from and will defend or settle (including attorneys' fees), any suit or proceeding brought against Customer to the extent it is based on a claim, arising out of or in connection with any negligent acts or omissions or willful misconduct of Itron in the performance of the Services.

7.2 Conditions. The foregoing indemnity will not apply unless Customer (i) notifies Itron promptly in writing of such claim, (ii) gives Itron the exclusive authority required to defend such claim, and (iii) provides Itron reasonable assistance in defending such claim, at Itron's expense.

7.3 Limitation of Liability. **NEITHER PARTY IS LIABLE TO THE OTHER FOR LOST PROFITS OR INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THIS AGREEMENT, EVEN IF THE PARTY HAS NOTICE OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF THE NATURE OF THE CAUSE OF ACTION OR THEORY ASSERTED. IN NO EVENT WILL ITRON'S LIABILITY TO CUSTOMER EXCEED ONE AND ONE HALF TIMES THE AMOUNTS CUSTOMER PAID TO ITRON UNDER THIS AGREEMENT, EXCEPT FOR CLAIMS OF PERSONAL INJURIES (INCLUDING DEATH) OR PROPERTY DAMAGES TO THE EXTENT CAUSED BY ANY NEGLIGENT ACTS OR OMISSIONS OR WILLFUL MISCONDUCT OF ITRON.**

8.0 Confidential Information.

8.1 Scope. Each Party acknowledges that it may acquire information and material that is the other Party's confidential, proprietary or trade secret information. The Parties' respective obligations with respect to Confidential Information also extend to any third party's confidential or proprietary information disclosed to such Party by the other Party in the course of performance of this Agreement. Confidential Information must be identified in writing at the time of disclosure, or, if not identified in writing, based on the circumstances surrounding disclosure, such information should reasonably be considered as confidential or proprietary.

8.2 Use of Confidential Information. Each Party will take all steps reasonably necessary to hold in trust and confidence the other Party's Confidential Information. Each Party must hold such Confidential Information in strict confidence, not to disclose it to third parties or to use it in any way, commercially or otherwise, other than as permitted under this Agreement. Each Party will limit the disclosure of the Confidential Information to employees, or directly related subcontractors with a need to know, who: (i) have been advised of its confidential nature; and (ii) have acknowledged the express obligation to maintain such confidentiality. Customer will indemnify Itron (including, without limitation, attorney's fees and costs) for any breach of the terms of this confidentiality obligation by its employees or third party subcontractors.

8.3 Exceptions Notwithstanding the foregoing, information and material received by one Party from the other Party will not be considered to be Confidential Information if: (i) it has been published or is otherwise readily available to the public other than by a breach of this Agreement; (ii) it has



been rightfully received by the receiving Party from a third party without confidential limitations; (iii) it has been independently developed by the receiving Party by personnel having no access to the Confidential Information; or (iv) it was known to the receiving Party prior to its first receipt from the disclosing Party. If either Party is requested or required to disclose any Confidential Information of the other Party by order of a court, governmental entity, or by applicable law, including public disclosure law, the Party so ordered will provide prompt notice to the other Party so that such Party may obtain appropriate protective orders.

8.4 Injunctive Relief. In the event of actual or threatened breach of the provisions of this Section, the non-breaching Party will not have an adequate remedy at law and will be entitled to immediate injunctive and other equitable relief, without bond and without the necessity of showing actual money damages.

8.5 Notice. In the event either Party knows or should reasonably know that any third party has gained unauthorized access to Confidential Information, the knowing Party must immediately notify the other Party in writing of the full particulars of such access or disclosure.

#### 9.0 Term and Termination.

9.1 Term: This initial term of this Agreement is for five (5) years, unless earlier terminated in accordance with the provisions of this Agreement.

9.2 Termination: Either Party may terminate this Agreement for the material breach by the other Party if such material breach remains uncured for thirty (30) days after receipt of written notice from the non-breaching Party, such notice must describe in reasonable detail the nature of the breach. Termination is in addition to any other remedies that may be available to the non-breaching Party.

#### 10.0 General Provisions.

10.1 Force Majeure. Neither Party will be responsible for any failure to perform due to unforeseen, non-commercial circumstances beyond its reasonable control, including but not limited to acts of God, war, riot, embargoes, acts of civil or military authorities, fire, floods, earthquakes, accidents, strikes, fuel or energy. In the event of any such delay, any applicable period of time for action by a Party may be deferred for a period of time equal to the time of such delay, except a Party's failure to make any payment when due under this Agreement.

10.2 Notices and Administration. Any notice under this Agreement or required by law must be in writing and must be (a) delivered in person, (b) sent by facsimile, (c) sent by first class mail, or (d) sent by overnight air courier, and in each case properly posted and fully prepaid to the appropriate address set forth below. Notices will be considered to have been given at the time of (a) actual delivery in person, (b) upon facsimile confirmation, (c) five (5) business days after deposit in the mail, or (d) one (1) day after delivery to an overnight air courier service. Either Party may change its address for notices by written notice to the other Party in accordance with this Section.

Itron:

Itron, Inc.  
2111 North Molter Road  
Liberty Lake, WA 99019  
Attn.: Legal Affairs

Customer:

City of Wilmington  
Department of Public Works  
800 N. French St., 6<sup>th</sup> Floor  
Wilmington, Delaware 19801  
Attn: ~~Kash Srinivasan~~, Commissioner  
Jeff Starkey

AKS

Initial: \_\_\_\_\_

10.3 Nonassignment/Binding Agreement. Neither this Agreement, or any rights under this Agreement, may be assigned or otherwise transferred by either Party, in whole or in part without the prior written consent of the other Party. ~~Any requested consent will not be unreasonably withheld or delayed.~~ Consent will be required in the event of a merger, acquisition, or consolidation of a Party. Subject to the above, this Agreement will bind and benefit the Parties and their respective successors and assigns.

10.4 Entire Agreement. This Agreement, including any attachments, sets out the entire agreement between the Parties relative to the subject matter of this Agreement and supersedes all prior or contemporaneous agreements or representations, oral or written. This Agreement may not be altered or modified, except by written amendment which expressly refers to this Agreement and which is duly executed by authorized representatives of both Parties.

10.5 Severability. Any provision of this Agreement held to be invalid under applicable law does not render this Agreement invalid as a whole, and such provision will be interpreted so as to best accomplish the intent of the Parties within the limits of applicable law.

10.6 Waiver. The waiver or failure by either party to exercise or enforce any right provided for in this Agreement will not be deemed a waiver of any further rights under this Agreement.

10.7 Applicable Law. This Agreement and its interpretation is governed by the laws of the State of Delaware without regard to the choice of law provisions. Any action to enforce any rights under this Agreement must be brought in the State of Delaware.

10.8 Publicity. Itron may include Customer name and logo in its published customer list and on the Itron web site, but will not use Customer's name in any Itron-related press release without Customer's written consent.

10.9 Independent Contractor. In connection with this Agreement, each Party is an independent contractor and as such will not have any authority to bind or commit the other. Nothing in this Agreement will be deemed or construed to create a joint venture, partnership or agency relationship between the parties for any purpose. No employee, agent, representative or affiliate of Itron has authority to bind Itron to any oral representations or warranty concerning the Services. Any written representation or warranty not expressly contained in this Agreement will not be enforceable.

10.10 Additional Terms. No terms, provisions or conditions of any purchase order, acknowledgment or other business form that either Party may use in connection with the Services will have any effect on the rights, duties or obligations of the Parties under this Agreement, or otherwise modify this Agreement, regardless of any failure of the other Party to object to such terms, provisions or conditions without Itron's specific written approval.

10.12 No Third Party Beneficiaries. No third party is a beneficiary of any portion of this Agreement.

INTENDING TO BE BOUND, the authorized representative of each Party has executed this Agreement and Customer authorizes Itron to commence work as provided in a SOW between the parties.

City of Wilmington

Itron, Inc.

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



Electric / Gas / Water  
Infrastructure collection, analysis and application

**City of Wilmington**

**Mobile AMR  
Operations &  
Systems  
Maintenance Plan**

Scope of Work

July 2015



*Table of Contents*

<i>Revision Summary.....</i>	<i>3</i>
<i>1 Document Overview.....</i>	<i>4</i>
1.1 Agreement.....	4
1.2 Description .....	4
1.3 Definitions .....	4
<i>2 Project Overview .....</i>	<i>5</i>
2.0 Project Objective:.....	5
<i>Project Services - Operations &amp; Maintenance.....</i>	<i>5</i>
2.1 Administrative / Startup.....	5
2.2 MAMR Operations .....	7
2.3 MAMR System Maintenance .....	9
2.4 Data Collection Devices .....	13
<i>3 Appendices.....</i>	<i>14</i>
Appendix A Change Control Process .....	15
Appendix B Change Order Form .....	17
Appendix C Itron Substance Abuse Policy .....	19
Appendix D Proposed Work Flow Diagram .....	20



#### Revision Summary

Version	Date	Changes
Initial Draft	March 25, 2015	Document Created. Includes O&M services. First draft was reviewed by Wilmington.

Any changes to the scope or substantial changes to the requirements of this project will be processed according to the Change Management Process in the Project Definition Document (PDD).



## 1 Document Overview

### 1.1 Agreement

This document is part of an overall Agreement between Itron, and the City of Wilmington.

### 1.2 Description

This document is intended to set forth the requirements for the project services required for Operation and Maintenance (O&M) of a Mobile automated Meter Reading Solution provided by Itron, Inc. (Itron). The effort is focused on providing monthly meter reads on water meters at locations served by the City of Wilmington, Delaware Department of Public Works, and provided for reading all meters that have Itron ERT modules installed. The document defines the tasks, responsibilities, and deliverables of Itron. Responsibilities of the City of Wilmington are also defined. As the work effort matures, this O&M Scope of Work (SOW) will be updated under the change control management process throughout the duration of the project. Refer to Appendix A, for change control requirements.

### 1.3 Definitions

**AMR** Automated Meter Reading

**AMR Meter** shall mean a meter that has an Itron AMR Module.

**CIS** means City of Wilmington customer information system.

**Commercial Meters** are defined as those meters on water services to non-residential customers.

**Deployment Phase** means the period in which the AMR system is deployed and includes installing Meter Modules on water meters in the City of Wilmington service territory, installing and testing the Reading Devices, and implementing and testing the software interfaces.

**Inaccessible Meter** An inaccessible meter shall constitute a meter that a customer has not granted access to after the meter access program is followed.

**Inside Meter** For the purpose of this project, shall mean a meter that is located inside a customer's premise or behind a secure fence and accessible only with customer assistance.

**Mobile Automated Meter Reading (MAMR)** Itron mobile meter reading system consisting of meter modules, mobile meter reading computers and Itron Meter Reading Software.

**MAMR Routes** shall mean set of AMR Meters grouped together for MAMR operations.

**Meter Modules** are the System end-point devices manufactured by Itron that are attached to a Meter and encode and transmit data.

**Meter Reading / Billing Schedule** shall mean the reading and billing schedule for all meters in the City of Wilmington's service territory outsourced to Itron.

**Meter Reading Data** shall mean all monthly/quarterly and direct access consumption reads and tamper indicators for the Meters. The data will have a pre-determined format and content as specified in the Agreement and mutually agreed upon by Itron and the City of Wilmington.

**Mobile Collector** shall mean equipment used in Itron's MAMR systems which consist of radio transceiver hardware and associated software mounted in a vehicle that requests, receives, and stores data from Meter Modules.

**HUL or Upload File** shall mean a file sent from the Itron software application to the City of Wilmington billing system. The file shall contain customer account and meter reading information collected in the field.

**HDL or Download File** shall mean a route-based file containing customer and meter reading information sent from the City of Wilmington billing system to the Itron software application used for meter reading and data collection in the field.

**Operations and Management Team** shall mean the City of Wilmington and Itron personnel assigned to tasks identified in this document.

**Production Operations** shall mean the use of the Meter Reading System for production meter reading to provide data for the City of Wilmington.

**Project** shall mean the implementation of an Itron Mobile Automated Meter Reading program at the City of Wilmington as defined herein.

**Project Definition Document (PDD)** shall mean the mutually accepted document detailing Project parameters and phases that along with the project schedule represent the Project baseline.

**Project Team** shall mean the City of Wilmington personnel assigned to the Project and responsible for the City of Wilmington deliverables defined herein. The Project Team will include Itron project management.

**Read Window** shall mean the period of time commencing on the date in any month on which the meters may be read according to the Meter Reading / Billing Schedule.

**Requirements Meeting / Phase** shall mean the first meeting(s) that takes place between the City of Wilmington, and Itron to develop, define and finalize all Operational requirements.



**Residential Meters** are those meters that serve private residences.

**Mobile Route** a group of accounts in a geographic area making up a mobile meter reading assignment – will be comprised of several City of Wilmington Handheld Routes.

**Handheld Route** a group of accounts in a geographic area making up a manual meter reading assignment.

**Route Installation Plan** shall mean the plan detailing the order of Meter Module Deployment Services by Route as developed by the City of Wilmington.

**Scheduled Read Date** shall mean the date listed in the Meter Reading / Billing Schedule on which the Read Data for each Meter is due.

**Standard Consumption Message (SCM)** shall mean the data delivered by the Meter Module containing the Meter Module serial number, Meter Module type, meter reading, and tamper indicator value.

**Subcontractor Parties** shall mean the workers contracted by Itron to provide needed services for City of Wilmington.

#### **Assumptions**

- Monthly bill cycle reads, will be approximately 38,000 residential and commercial water accounts to be included in this contract.
- City of Wilmington is responsible for all water meter maintenance.
- Itron will provide meter-reading data for AMR meters only.
- Itron will provide miscellaneous parts for end-point (ERT) replacements
- Itron will provide out-of-route reads as collected during normal operations if requested by the City of Wilmington.
- Itron will provide facilities to support the meter reading operation as defined herein.
- The City of Wilmington will approve all customer communications including, but not limited to customer mailings, door hangers, call center scripts, etc.

## **2 Project Overview**

The City of Wilmington has automated approximately 38,000 meters in the Wilmington metropolitan area using Itron's Meter Module technology. Itron will provide a single qualified field staff member, administrative support and management staff and associated services to perform MAMR services and ERT investigations on a monthly basis. For monthly/quarterly bill cycle reads, Itron will be responsible to Operate and Maintain (O&M) the AMR system at peak efficiency to ensure service commitment levels between the City of Wilmington and Itron are met.

### **2.0 Project Objective:**

The City of Wilmington project objectives include:

- Monthly meter reads of approximately 38,000 of the total number of ERT'd meters.
- Troubleshooting AMR meters that are not able to be read by the mobile collector or handheld device.
- Provide complete read information to the City of Wilmington
- Provide monthly reports
- Provide recommendations for maintenance and replacement of equipment that are not Itron's responsibility to maintain or replace.

Itron will deliver meter consumption data, the ERT investigation results, and monthly reports to the City of Wilmington on a scheduled basis as agreed upon by the City of Wilmington and Itron as defined in the agreement. Itron will operate and maintain the AMR system to ensure service commitment levels between the City of Wilmington and Itron are met.

## **Project Services - Operations & Maintenance**

### **2.1 Administrative / Startup**

The following table describes the administrative activities and responsibilities that are required to support an Itron AMR O&M service contract.



Ref. #	Item	City of Wilmington	Itron
1	<b>Remote System Access</b> The City of Wilmington will work jointly with Itron to establish network System access to MVRs to include appropriate FTP or email based processes and procedures.	X	X
2	<b>System Access List</b> Itron will confine its activity to those System functions outlined in System Access List. Itron agrees that security passwords assigned to Itron or Contract employees will be held in strict confidence. Itron will maintain a current copy of System Access List in the DCSL Technical Library. Itron will immediately notify the City of Wilmington of employees and/or contractors, with City of Wilmington system access, which has severed employment. As an alternative, to providing system access, the City of Wilmington may elect to provide regular reports that provide the required data.	X	X
3	<b>Administrative and Operational Procedures</b> Mutually define Administrative, Issue Resolution, Operational and Reporting Procedures for the Project	X	X
4	<b>Identification of procedures governing conduct of operations and maintenance</b> The City of Wilmington and Itron will jointly define a procedure governing conduct of operations and maintenance activities.	X	X
5	<b>Field Deployment Vehicles:</b> Itron will provide vehicles to support MAMR operations. The vehicles must be in clean, presentable and professional condition – consistent with City of Wilmington fleet vehicles. Vehicles will be marked with identification as mutually agreed by the City of Wilmington and Itron		X
6	<b>Field Deployment Personnel:</b> Itron will provide the personnel to perform and manage outsource MAMR operations and AMR system maintenance.		X
7	<b>Field Deployment Personnel – Substance Abuse Policy:</b> Field deployment personnel are subject to mandatory drug & alcohol screening as a condition of pre-employment, employment and periodic (annually, at a minimum) random drug & alcohol screening. All personnel must comply with Itron's Substance Abuse Policy and any special substance abuse policies submitted by the City of Wilmington that are incorporated into the final agreement.		X





Ref. #	Item	City of Wilmington	Itron
8	<b>Field Deployment Personnel – Security Background Check:</b> Field deployment personnel are subject to a background check to determine employee eligibility. The background check will include: <ul style="list-style-type: none"> <li>▪ Check of social security to verify address/addresses for the past five years.</li> <li>▪ Check for any criminal activity during the past five years in any county of residence.</li> <li>▪ Check for any federal criminal activity during the past five years.</li> <li>▪ Check for any statewide criminal activity during the past five years.</li> <li>▪ Check to verify a valid driver's license if operating a motor vehicle while performing the Field Services.</li> </ul>		X
9	<b>Field Operations and Maintenance Training &amp; Safety Program:</b> Itron will train and qualify the field deployment personnel based on the job requirements for each employee. A combination of classroom training and practical performance testing shall be used. Field deployment work shall be completed in compliance with all applicable OSHA standards. Itron will provide The City of Wilmington with documentation outlining training programs specific to the services employees perform within the final agreement.		X
10	<b>City of Wilmington or Local Regulatory Specific Training and Safety Procedures:</b> The City of Wilmington and Itron shall work jointly to identify, document, and implement City of Wilmington or other pertinent local regulatory specific training and safety procedures, as mutually agreed. The City of Wilmington is encouraged to participate in the training sessions and conduct audits of the work.	X	X
11	<b>Delaware Business License:</b> Itron will be responsible to obtain a license or permit to perform business in the State of Delaware as well as any other permits to perform the required work in Delaware.		X
12	<b>City of Wilmington Business License:</b> Itron will be responsible to obtain a license or permit to perform business in the City of Wilmington.		X
13	<b>Field Employee Identification:</b> Itron will issue identification cards to their field employees. The City of Wilmington and Itron will work together to create the ID card requirements.	X	X
14	<b>Customer Contact Point:</b> The City of Wilmington will provide a customer contact point to handle City of Wilmington customer inquiries regarding MAMR operations.	X	

## 2.2 MAMR Operations

The following table describes the operational activities and responsibilities that are required to support an Itron MAMR service contract.



Ref. #	Item	The City of Wilmington	Itron
1	<b>Meter Location and Meter Data</b> The City of Wilmington will provide Itron meter location (location on the premise) and meter specific data for the meters targeted for Itron's MAMR operation.	X	
2	Itron will read each MAMR route according to City of Wilmington's established meter reading schedule. At a minimum, The City of Wilmington will afford Itron two business days to read each route/cycle.	X	
3	<b>HDL File</b> An import file in the agreed upon HDL format will be provided to Itron according to the Meter Reading Schedule. The file will contain meter route data scheduled for completion.	X	
4	<b>Monthly Meter Reading and Billing Schedule (excludes special reads)</b> The City of Wilmington will develop a Meter Reading and Billing schedule for meter data delivery by meter reading day/billing cycle. The schedule will be produced a minimum of 30 working days in advance. The schedule may include a unique MAMR route composed of AMR devices that are desired to be read according to a special schedule. The schedule may include the City of Wilmington's normal monthly cycle reads with estimates of automated meters in each cycle.	X	
5	<b>File and Route Preparation</b> City of Wilmington will process the HDL file using MVRS software to create MAMR meter-reading routes.	X	
6	<b>System Performance</b> Itron will monitor and report System performance including, but not limited to, the percentage of meter reads, data processing using MVRS software, reporting, and the volume of trouble shooting of AMR meters for the MAMR outsources operation. The City of Wilmington and Itron will agree to the report specifications – content and frequency	X	X
7	<b>Data Collection</b> Itron will acquire meter reading information using the Mobile Collector(s) and other Itron meter reading device(s) where required to meet or exceed the reading requirements specified in the service level agreement.		X
8	<b>HUL File</b> An export file in the form of a MVRS HUL file will be transmitted, within 1 day of scheduled completion of the meter-reading route, to City of Wilmington for processing - timely enough to meet City of Wilmington's bill processing deadlines. The file will contain collected meter data and will be time stamped. Itron will provide qualified support resources to ensure file is available for processing.		X
9	<b>CIS Update</b> City of Wilmington will process the HUL file received from Itron and post pertinent meter reading data to appropriate customer accounts.	X	
10	<b>CIS / MVRS Reconciliation</b> The City of Wilmington will notify Itron of meter readings posted daily.	X	
11	<b>CIS / MVRS Reconciliation</b> Wilmington will validate that these numbers match with records included in the MVRS HUL file. Itron and The City of Wilmington will work together to reconcile out-of-balance conditions.	X	X



Ref. #	Item	The City of Wilmington	Itron
12	<b>Data Backup</b> Itron will retain backup copies of HUL files for at least 90 days.		X
13	<b>Process Automation</b> Where applicable and cost-effective Itron and The City of Wilmington will provide methods of automation to minimize tedious and unproductive processes	X	X
14	<b>Management Reports</b> System Performance reports will be provided monthly. Itron and The City of Wilmington will develop reports based on requirements established for the project. <ol style="list-style-type: none"> <li>1. MV-RS Detailed Route Report</li> <li>2. Monthly Data Extract Report</li> <li>3. Zero Usage Report</li> <li>4. Missed Reads Report</li> <li>5. Tamper Report</li> <li>6. Negative Usage Report</li> <li>7. Monthly Investigations Results Report</li> <li>8. Monthly Read Report</li> </ol> <p>The report format and content will be as agreed upon by Itron and the City of Wilmington. A draft version of the Report Requirements is attached as an Appendix to this Agreement. The Report Requirements will be finalized prior to the effective date of this Agreement.</p>	X	X
15	<b>Project Invoicing</b> Itron will invoice The City of Wilmington for Monthly Service and monthly meter reads obtained. If other mutually agreed upon services are performed they will be invoiced in accordance with the agreement.		X
16	<b>Route Optimization</b> The City of Wilmington will assist Itron with developing optimized MAMR routes. The City of Wilmington will be responsible to place accounts in appropriate cycle, route, and sequence. In addition, The City of Wilmington will provide the 9 digit zip codes for existing and new accounts.	X	X
17	<b>Disaster Recovery Test</b> <ul style="list-style-type: none"> <li>▪ The City of Wilmington will develop and test a MAMR MVRS disaster recovery process as needed.</li> </ul>	X	

### 2.3 MAMR System Maintenance

The following table describes the system maintenance activities and responsibilities that are required to support an Itron MAMR service contract.



Ref. #	Item	The City of Wilmington	Itron
1	<b>Meter Location and Meter Data</b> The City of Wilmington will provide Itron meter location and meter specific data for the meter investigations targeted for Itron's field investigation personnel.	X	
2	<b>Missed Reads/Non-Transmitting Meter Modules</b> Itron will identify and investigate monthly the missed radio readings, and non-transmitting meter modules. In addition, ITRON will investigate when requested by the City, Zero and Negative Usage readings and Tamper issues, to the extent feasible with the one person Itron staff dedicated to the City of Wilmington.	X	X
3	<b>Meter Module Investigations:</b> Itron shall perform its best effort to read all the meters on the assigned MAMR routes. If less than 99% of the commercial meters or non-commercial meters are successfully read, Itron shall immediately investigate at least as many of the unsuccessfully read meters in order to meet the 99% requirement (In calculating this 99% of total accounts read the approximately 600 currently unread meters will be resolved by City of Wilmington and Itron jointly). The number of meters in the MAMR Route, for each class of customer, can be decreased by the number of meters that after investigation have non-transmitting meter modules, bad meters, and bad meter installations. Any adjustments to the initial readings shall be done with the concurrence of the City of Wilmington.  No payments will be paid on any invoice for meter reading until the meter reads for that invoice meet the 99% criteria outlined above. However, invoices may be issued for initial processing while investigations are in process.	X	X



3	<p><b><u>Meter Module Investigations Continued:</u></b></p> <p>An investigation shall be started on any meter that has not been read for the second consecutive attempt at reading. The result of this investigation shall place the meter in one of the following categories:</p> <ul style="list-style-type: none"> <li>- Non-transmitting meter module</li> <li>- Bad meter and or Register</li> <li>- Bad meter installation</li> <li>- Inaccessible meter</li> </ul> <p>If Itron finds in its investigations:</p> <ul style="list-style-type: none"> <li>- Non-transmitting endpoint module: Itron will replace the module where the module is accessible and provide the removed module to the City of Wilmington., along with account and meter data.</li> <li>- Bad Meter: Itron will identify the bad meter and forward account related information to the City of Wilmington.</li> <li>- Vacant: If ITRON deems the property to be "vacant", then ITRON will leave a "96-hour notice" as a door hanger. If the customer does not schedule an appointment with ITRON, then ITRON will turn these meters over to the City for follow-up.</li> <li>- Bad endpoint Installation: Meter works properly but readings cannot be obtained by either the mobile collector or handheld device at any location that can reasonably be accessed by a motorized vehicle. Itron, will within 48 hours of its investigation, notify the City of its findings and relocate the endpoint (if possible) to a point at which it can be read by the mobile collector.</li> <li>- Inaccessible meter: Itron will notify the City of this finding. The City will investigate and either provides access to Itron or take over Itron's investigation of the meter.</li> <li>- Properly transmitting module and good installation: Provide the City with the reason the reading was previously missed and corrective actions taken to assure proper reading in the future.</li> </ul> <p>Meter readings shall be taken at all investigations that require site visits. These meter readings shall be transmitted to the City along with the result of the investigation.</p> <p>If Itron finds "missed reading" problems to be the responsibility of Wilmington in greater than 1% of the meter install population over a calendar year basis, Itron reserves the right to invoice The City of Wilmington for applicable labor and associated investigation expenses above the 1% of population threshold.</p>	X	X
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Ref. #	Item	The City of Wilmington	Itron
4	<b>Meter Module Replacement:</b> Failed or damaged meter modules as identified by Itron will be replaced with new fully functioning modules provided by the City of Wilmington.	X	
5	<b>Zero Consumption Report (Two Billing Cycles):</b> The City of Wilmington may provide Itron with a list of accounts for investigation in which no water consumption was recorded for 2 billing cycles yet the City of Wilmington records indicate an active account with normal expectations of water consumption.	X	
6	<b>Zero Consumption Investigations: (Two Billing Cycles):</b> Itron will investigate zero consumption accounts, if requested by the City of Wilmington, prior to next billing cycle (unless meter is inaccessible). Whether the problem is meter module related, or not the account information will be forwarded to The City of Wilmington.		X
7	<b>Meter Maintenance</b> Maintenance of meters and other meter-related services will be the responsibility of the City of Wilmington.	X	
8	<b>Work Order Scheduling:</b> Itron will complete investigations of missed read meters identified for investigation. Additionally Itron will need to coordinate with the Meter Shop on meters that Itron is unable to locate and complete investigation, so that investigation results are sent to the city before the next billing cycle (unless meter is inaccessible).	X	X
9	<b>Meter Shop Services:</b> The City of Wilmington will provide meter shop services to support operations and maintenance of the AMR system. This includes but is not limited to removal and testing of Meter Module devices from removed/failed meters and retrofits. Testing and programming of Meter Module devices in replacement meters when meters are processed in the meter shop.	X	
10	<b>Field Investigation Data</b> Itron will create a report that tracks all investigations through completion. Itron will provide work order update data to The City of Wilmington for all scheduled and completed field investigations by the 10 <sup>th</sup> of the month following those investigations. The City of Wilmington will then provide exchange data to Itron in agreed upon format for use in updating the mobile collector ELF (endpoint location file).		X
11	<b>CIS Posting of Work Order Exchange Data</b> City of Wilmington will be responsible to ensure updates are completed on their billing system within 10 business days of receiving work order information.	X	



Ref. #	Item	The City of Wilmington	Itron
12	<b>O&amp;M Access Program:</b> <ul style="list-style-type: none"> <li>Itron will "cold-call" at each premise and attempt access to the meter for investigation. <i>Field attempt one.</i> If the installer cannot gain access to the meter (inaccessible), a door hanger provided by Itron will be left. <i>Written attempt one.</i> Note: If an investigation cannot be completed due to an unsafe condition such as a damaged or deteriorated meter service or any other special conditions (to be mutually identified and documented) the work order will be turned over to The City of Wilmington for follow-up.</li> <li>If access cannot be obtained via "cold-calls", after the 3<sup>rd</sup> visit Itron will leave a "96-hour notice" as a door hanger. If the customer does not schedule an appointment with ITRON, then ITRON will turn these meters over to the City for follow-up. In the event that the city of Wilmington has been unable to access the account for 30 days Itron requests that they be removed from the download file.</li> <li>When Itron has satisfied the meter access commitments, the work order will be turned over to The City of Wilmington.</li> </ul>		X
13	<b>Preventive Maintenance</b> Itron will perform routine and corrective maintenance services on Itron owned AMR collection equipment for the duration of the agreement.		X
14	<b>Deteriorated or Damaged Meter Services:</b> Upon discovering an AMR Meter or Meter Module where safe and reliable operation cannot be assured, Itron shall <u>notify</u> The City of Wilmington. The City of Wilmington will bring the meter into compliance with a working meter module prior to next reading cycle.		X
15	<b>Disposal of Inoperable Material</b> The City of Wilmington is responsible for disposal of all inoperable meter modules.	X	

## 2.4 Data Collection Devices

Itron shall supply at no additional charge all equipment and vehicles for data collection and for transferring data to the City of Wilmington. The following table describes the activities and responsibilities required for the installation of the Mobile Collector(s).

Ref. #	Item	The City of Wilmington	Itron
1	<b>Mobile Collector Installation Services</b> Itron will provide installation services to install the Mobile Collector(s). Itron Field Engineering department will provide these services.		X
2	<b>Vehicles</b> Itron will provide vehicle(s) for the installation.		X
3	<b>Mobile Collector Operational Test</b> Itron will conduct an operational test of the Mobile Collector(s) following installation to ensure device transmits wake-up tone and receives Meter Module read data.		X

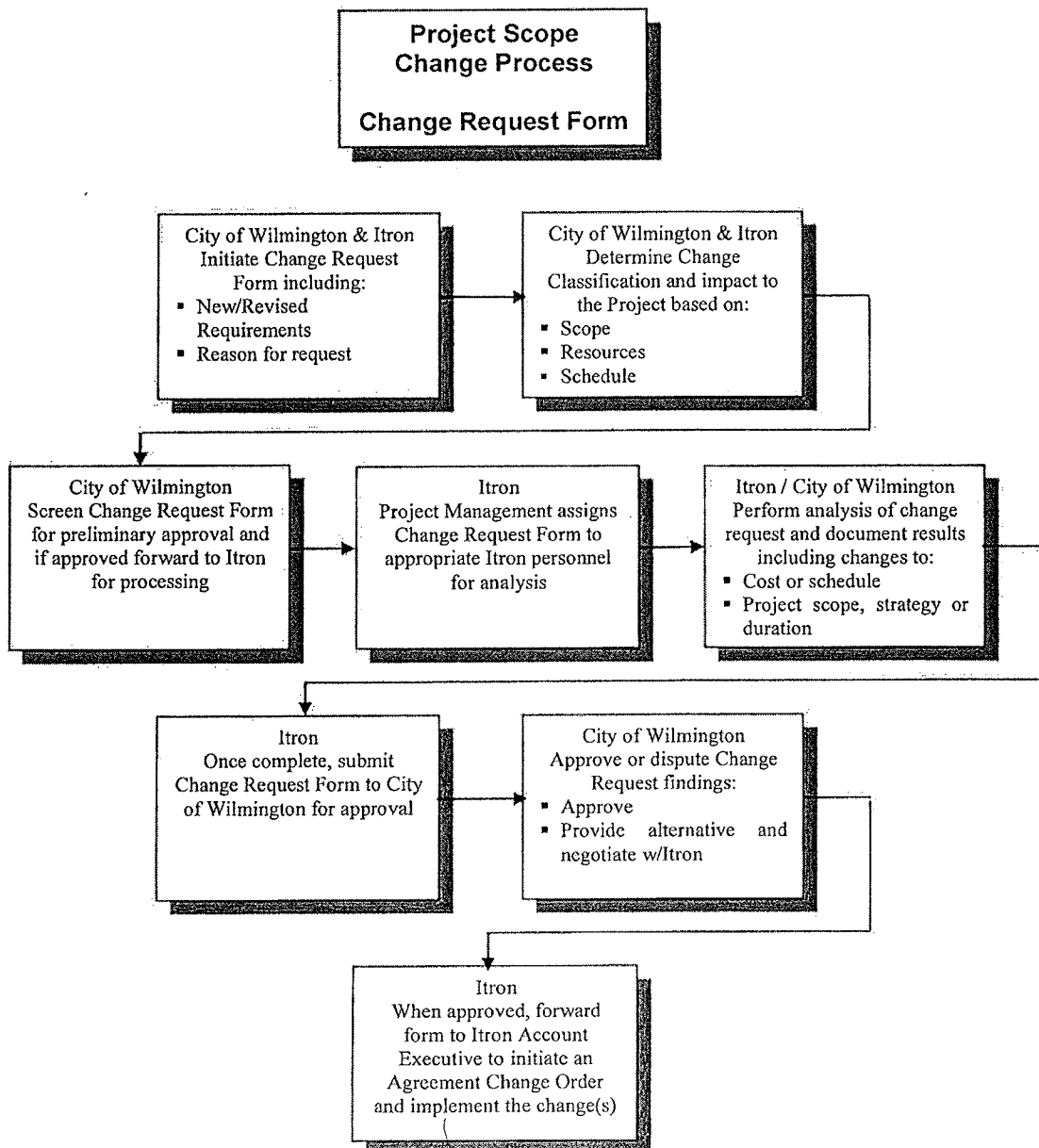


### **3 Appendices**

- Appendix A – Change Control Process, Change Control Form
- Appendix B – Change Order Form
- Appendix C – Itron Substance Abuse Policy
- Appendix D – Proposed Work Flow Diagram
- Appendix E – Report samples



Appendix A Change Control Process





Change Request Form

<b>Need:</b> <input type="checkbox"/> Urgent  <input type="checkbox"/> Essential  <input type="checkbox"/> Desirable	<b>Change Request Description:</b>          	
<b>Justification for Change:</b>          		
<b>Change Requested By:</b>   		
Name and Title	Signature	Date
<b>Impact Summary:</b>          		
<b>Impact to Schedule:</b>   	<b>Impact to Resources:</b>  \$  	<b>Requester informed of Project Manager</b> Date:  
<b>Approval:</b>  Itron Project Manager: The City of Wilmington Project		<b>Date:</b>  



**Itron-to-The City of Wilmington and/or The City of Wilmington -to-Itron**

[illegible]

17



*Knowledge to Shape Your Future*


**Implementation Labor and Expense:**

☐ Billable      ☐ Non-billable      Charge to: \_\_\_\_\_

<i>Purpose</i>	<i>Description</i>	<i>Days</i>	<i>@ \$</i>	<i>Total</i>
	Labor			
	Per Diem			
	Misc.			
	Total			

<b>Other Changes:</b>



*Appendix C Itron Substance Abuse Policy*

Itron is committed to maintaining a safe and healthy work environment free from the influence of drugs and alcohol. The use of these substances can create a variety of safety, health and job performance problems, as well as interfere with overall productivity. In addition to affecting the person participating in substance abuse, such problems can disrupt other employees as well. In support of providing a safe and healthy workplace for all employees, Itron has adopted the following policy. Compliance with this policy is a condition of employment; any violation of this policy may result in immediate disciplinary action up to and including termination.

Itron strictly prohibits use, possession, manufacture, distribution, dispensation or sale of illegal drugs, drug paraphernalia or controlled substances while on Itron property, company time or in any other circumstance that might adversely affect company operations, safety, job performance or corporate image.

Use or possession of alcohol is prohibited on Itron property, on-site operations or in any other circumstances that might adversely affect job performance, worker safety or corporate image. You are expected to use prudence and discretion when considering the use of alcohol during the course of off-site travel, entertaining clients, etc.

Itron reserves the right, in accordance with any state or federal laws, to require an employee to take a blood alcohol and/or drug test in situations where the company has reasonable suspicion that the employee is under the influence of alcohol and/or drugs.

Health professionals recognize chemical dependency as a condition that requires treatment. Itron supports sound treatment and encourages employees to seek appropriate assistance. Your employment at Itron shall not be jeopardized for seeking or receiving professional treatment.

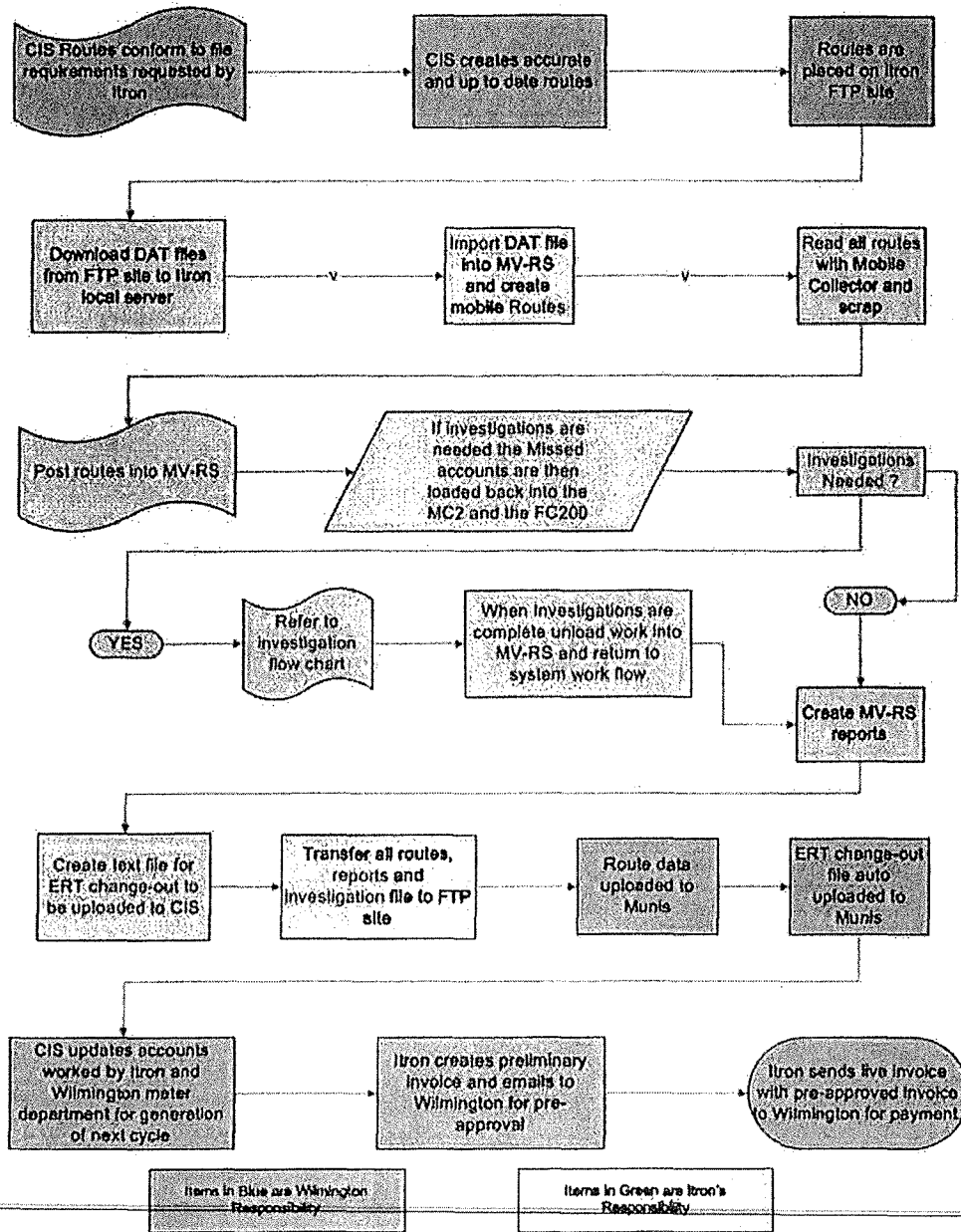


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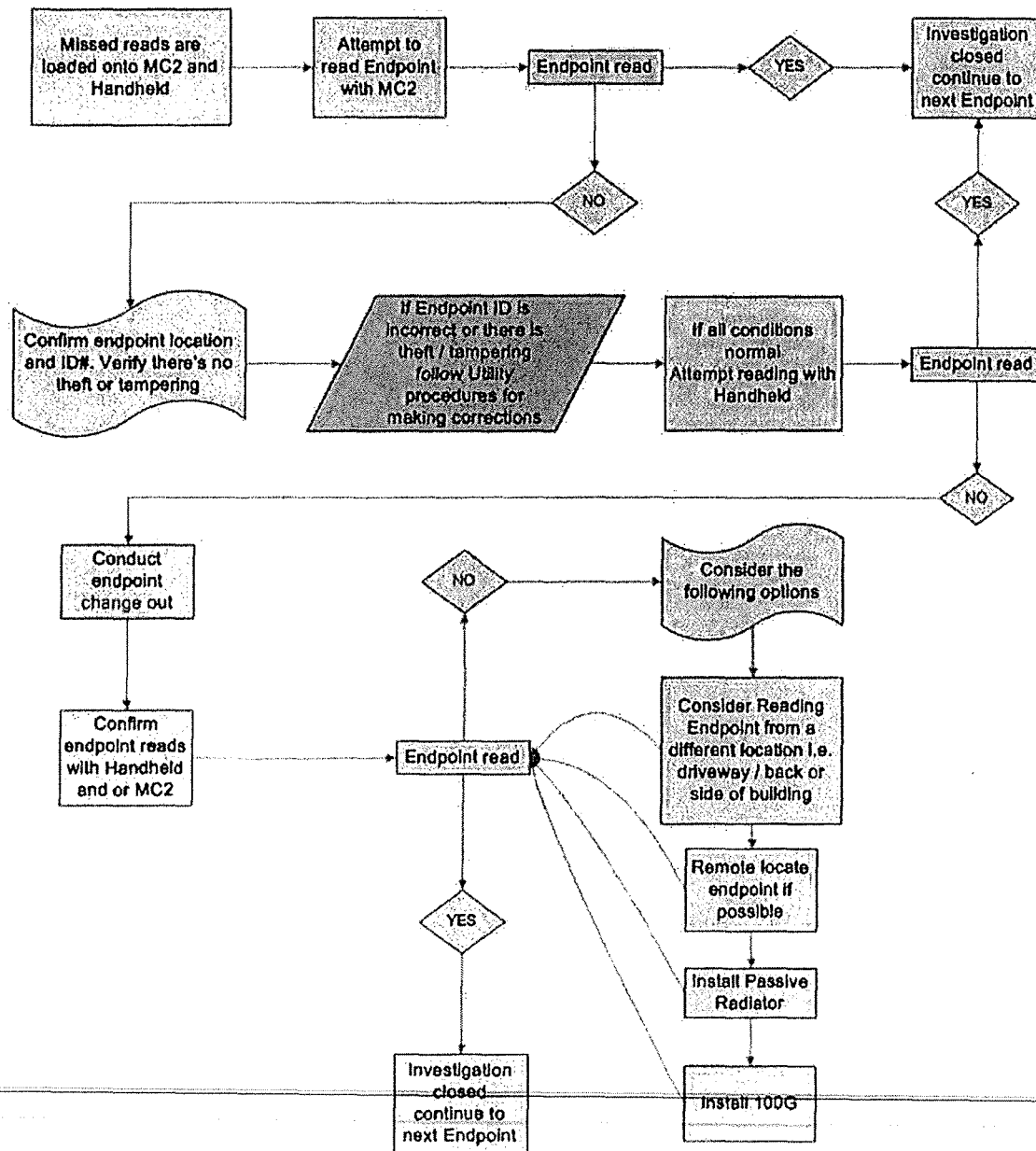
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*Appendix D Proposed Work Flow Diagram*

## System Work Flow



## Special readings and Endpoint module Investigations



Items in Blue are Wilmington Responsibility

Items in Green are Itron's Responsibility





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This Scope of Work (SOW) defines the Services to be performed by Itron and Customer and will be governed by the terms and conditions of the Professional Services Agreement between Itron and the City of Wilmington dated July 1, 2015 and Itron, Inc. Pricing Summary, **BMR# 7656-15 Ver2 Apr** dated April 13, 2015 (Five Year Contract Option).

INTENDING TO BE BOUND, an authorized representative of each Party has executed this SOW and Customer authorizes Itron to commence work as provided herein.

City of Wilmington

Itron, Inc.

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

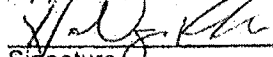
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Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

City of Wilmington Law Dept.

Approved as to form

  
\_\_\_\_\_  
Signature

Date: 05/05/15

Hari Narayan Khalsa

Itron  
Work

MANR

System

Operation

Scope

of



Electric/Water/Gas  
Information collection, analysis and application

Pricing Summary for

## City of Wilmington - Meter Reading Services

2111 N. Moller Rd.  
Liberty Lake, WA 99019  
fax: 866-787-6910  
www.itron.com

BMR# 7658-15 Ver2 Apr  
April 13, 2015

### Read on a Monthly Basis - Five Year Agreement

#### Normal Monthly Meter Reading Services

##### Year One

1	Meter reading, per meter monthly price, first year	36,000	\$0.47	\$16,920.00	(1)
2	Off-Cycle Reads up to 500 reads per Request (minimum charge)	TBD	\$500.00	TBD	(1)
3	Off-Cycle Reads over 500 per Request	TBD	\$0.47	TBD	(1)
4	Consulting Services, per day	TBD	\$1,520.00	TBD	(1)
5	Out of Scope of Work Investigation T&M - per hour	TBD	\$190.00	TBD	(1)

##### Year Two

6	Meter reading, per meter monthly price, second year	36,000	\$0.47	\$16,920.00	(1)
7	Off-Cycle Reads up to 500 reads per Request (minimum charge)	TBD	\$500.00	TBD	(1)
8	Off-Cycle Reads over 500 per Request	TBD	\$0.47	TBD	(1)
9	Consulting Services, per day	TBD	\$1,520.00	TBD	(1)
10	Out of Scope of Work Investigation T&M - per hour	TBD	\$190.00	TBD	(1)

##### Year Three

11	Meter reading, per meter monthly price, third year	36,000	\$0.47	\$16,920.00	(1)
12	Off-Cycle Reads up to 500 reads per Request (minimum charge)	TBD	\$500.00	TBD	(1)
13	Off-Cycle Reads over 500 per Request	TBD	\$0.47	TBD	(1)
14	Consulting Services, per day	TBD	\$1,520.00	TBD	(1)
15	Out of Scope of Work Investigation T&M - per hour	TBD	\$190.00	TBD	(1)

##### Year Four

16	Meter reading, per meter monthly price, third year	36,000	\$0.47	\$16,920.00	(1)
17	Off-Cycle Reads up to 500 reads per Request (minimum charge)	TBD	\$500.00	TBD	(1)
18	Off-Cycle Reads over 500 per Request	TBD	\$0.47	TBD	(1)
19	Consulting Services, per day	TBD	\$1,520.00	TBD	(1)
20	Out of Scope of Work Investigation T&M - per hour	TBD	\$190.00	TBD	(1)

##### Year 5

21	Meter reading, per meter monthly price, third year	36,000	\$0.47	\$16,920.00	(1)
22	Off-Cycle Reads up to 500 reads per Request (minimum charge)	TBD	\$500.00	TBD	(1)
23	Off-Cycle Reads over 500 per Request	TBD	\$0.47	TBD	(1)
24	Consulting Services, per day	TBD	\$1,520.00	TBD	(1)
25	Out of Scope of Work Investigation T&M - per hour	TBD	\$190.00	TBD	(1)

#### Notes and Assumptions

##### (1) Meter Reading

Pricing is based on average of 36,000 reads per month. Includes monthly service fees and monthly investigations of missed reads.

Price also includes labor to replace failed endpoints identified during investigation. City of Wilmington shall provide new endpoints for use by Itron.

Consulting Services can be provided on an as needed basis. Expenses and airfares at actual are not included and will be charged based on actual expenses.

Based on information provided by the City, it is estimated that approximately 92% of the meters will be located inside and will require access.

Purchase of endpoints is not included as a part of this proposal.

Bid reflects the City of Wilmington providing the following:

- a) Meter reading route files based on a mutually established schedule.
- b) Route restructuring to optimize Mobile AMR operations during the deployment period.
- c) Make outstanding corrections requested by Itron to MV-RS download file.

Pricing reflects monthly reads collected and delivered monthly.

Service fees for July 1, 2015 through June 30, 2020 shall not exceed \$324,000 annually without written agreement by both parties.

Should the average price for fuel exceed \$4.00 per gallon, Itron reserves the right to apply a fuel cost surcharge.

Unit pricing includes an annual 3% cost of living increase starting in year 3.

##### (2) Taxes and freight are not included; if the utility is tax exempt, please provide Itron a tax exempt form. Prices are in US dollars. Prices expire December 31, 2016.