



City of Grand Island

Tuesday, October 23, 2012

Council Session

Item I4

#2012-314 - Approving Automated Metering Infrastructure (AMI) Pilot Project

Staff Contact: Tim Luchsinger; Jason Eley

Council Agenda Memo

From: Tim Luchsinger, Utilities Director
Jason Eley, City Attorney

Meeting: October 9, 2012

Subject: Automated Metering Infrastructure Pilot System

Item #'s: I-4

Presenter(s): Tim Luchsinger, Utilities Director

Background

The Utility Dept made a presentation concerning AMI (Automated Metering Infrastructure) at the April 3, 2012 Council Study Session with the resulting recommendation to evaluate the technology by creating a pilot project. The proposed project area to be used is the new water construction in Merrick County as part of a groundwater contamination remediation project being paid for by the Union Pacific Railroad. The remediation project area is localized and will include approximately 170 new water meters.

The intent of the pilot project is to gain first-hand experience with the installation and operation of an AMI system as well as determining the fiscal costs and benefits. This information would then be used to evaluate the feasibility of AMI for the entire electric and water utility systems. Specifications for the AMI pilot project were developed by Department staff and issued for proposals in accordance with City procurement requirements. These specifications were drafted to allow the use of multiple suppliers for the hardware and software components of the AMI system for flexibility in evaluating additional vendors of AMI components during the pilot project. The AMI system data would be stored at a remote secure server and accessed by the City for meter billing and system information. Meter consumption information could also be made available to customers through the City's website.

Requests for Proposals were sent out and proposals were returned on August 30, 2012, from two companies.

Discussion

The two proposals received were from a consortium of Tantalus Inc., ITRON, Dutton-Lainson, and Dakota Supply Group, and from Landis & Gyr with Kriz Davis as the local representative.

The proposals were reviewed by Utilities Department staff members for completeness of response, flexibility for future expansion, technical support, ability to support more than one manufacturer, and ease of use once installed.

The Landis & Gyr proposal is the most complete response to the RFP. The Landis & Gyr system included four different meter manufacturers which will provide much better flexibility in the future. Along with the ability to communicate with water and electric meters, the Department requested communication with capacitor banks and line fault indicators which the Tantalus system did not address. Tantalus also did not provide information regarding other meter manufacturers that are supported by their system. The proposal pricing from Tantalus was slightly less, but incomplete.

The Landis and Gyr (Gridstream) proposal price of \$108,129.95 includes the AMI pilot system hardware, software, on-site training and the first year of a three year agreement to host the information. The Department will be responsible for installation of the system including water meter transmitters and electric meter replacement, and off-site training expenses for two personnel. The estimated Department costs for this installation are \$30,000. The subsequent annual server hosting fee is \$8,100.00.

The Department staff recommends that the proposal from Landis and Gyr of \$108,129.95, be accepted as the best responsive proposal for the AMI pilot system.

Alternatives

It appears that the Council has the following alternatives concerning the issue at hand. The Council may:

1. Move to approve
2. Refer the issue to a Committee
3. Postpone the issue to future date
4. Take no action on the issue

Recommendation

City staff recommends that the proposal submitted by Landis and Gyr of the Gridstream System be accepted as the most complete and best system for Grand Island Utilities. The recommendation includes the approval of purchasing the AMI pilot system components for \$108,129.95 and entering into an annual agreement for the hosted server from Landis and Gyr in the amount of \$8,100.

Sample Motion

Move to approve purchasing the AMI pilot system components for \$108,129.95 and entering into an annual agreement for the hosted server from Landis and Gyr in the amount of \$8,100.



Jason Eley, Purchasing Agent

*Working Together for a
Better Tomorrow, Today*

**REQUEST FOR PROPOSAL
FOR
ADVANCED METERING INFRASTRUCTURE PILOT SYSTEM (AMI)
PILOT PROGRAM**

RFP DUE DATE: August 30, 2012 at 4:00 p.m.

DEPARTMENT: Utilities

PUBLICATION DATE: August 17, 2012

NO. POTENTIAL BIDDERS: 4

SUMMARY OF PROPOSALS RECEIVED

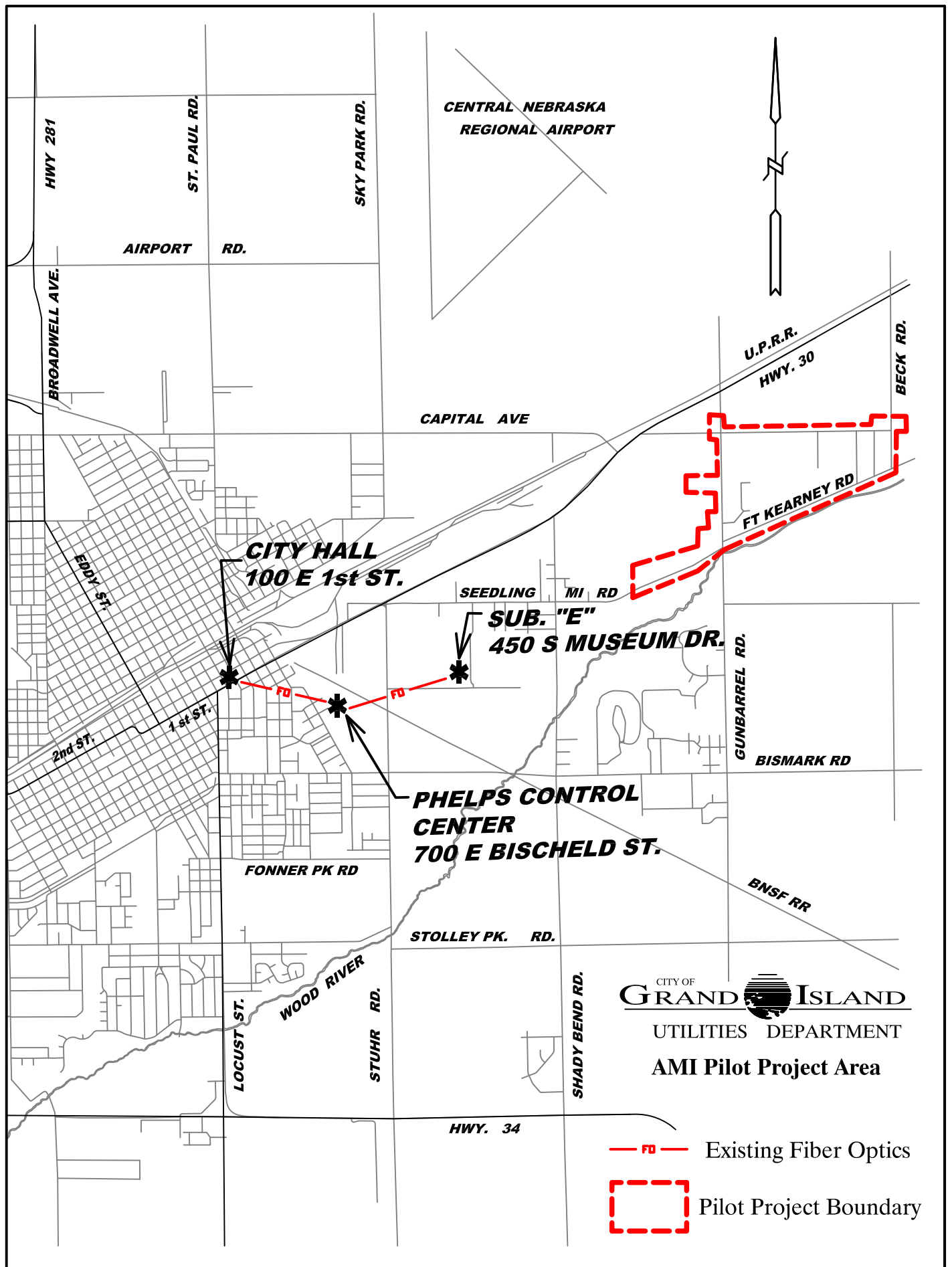
Landis & Gyr
Pegut, MN

Tantalus Systems
Raleigh, NC

cc: Tim Luchsinger, Utilities Director
Jason Eley, Purchasing Agent
Mary Lou Brown, City Administrator

Bob Smith, Assist. Utilities Director
Jaye Monter, Finance Director
Pat Gericke, Utilities Admin. Assist.

P1585



CONTRACT AGREEMENT

THIS AGREEMENT made and entered into by and between **Landis+Gyr Technologies, LLC**, hereinafter called the Contractor, and the **CITY OF GRAND ISLAND, NEBRASKA**, hereinafter called the City.

WITNESSETH:

THAT, WHEREAS, in accordance with law, the City has caused contract documents to be prepared and an advertisement calling for a Request for Proposal to be published, for Advanced Metering Infrastructure Pilot Program (AMI); and

WHEREAS, the City, in the manner prescribed by law, has publicly opened, examined, and canvassed the proposals submitted, and has determined the aforesaid Contractor to be the lowest responsive and responsible vendor, and has duly awarded to the said Contractor a contract therefore, for the sum or sums named in the Contractor's proposal, a copy thereof being attached to and made a part of this contract;

NOW, THEREFORE, in consideration of the compensation to be paid to the Contractor and of the mutual agreements herein contained, the parties have agreed and hereby agree, the City for itself and its successors, and the Contractor for itself, himself, or themselves, and its, his, or their successors, as follows:

ARTICLE I. That the following documents shall comprise the Contract, and shall together be referred to as the "Agreement" or the "Contract Documents";

1. This Contract Agreement
2. City of Grand Island's General Specifications for Advanced Metering Infrastructure Pilot System
3. Landis+Gyr Master Agreement
4. Landis+Gyr Command Center Managed Services Package Schedule

ARTICLE II. That the Contractor shall (a) furnish all tools, equipment, superintendence, transportation, and other construction materials, services and facilities; (b) furnish, as agent for the City, all materials, supplies and equipment specified and required to be incorporated in and form a permanent part of the completed work; (c) provide and perform all necessary labor; and (d) in a good substantial and workmanlike manner and in accordance with the requirements, stipulations, provisions, and conditions of the contract documents as listed in the attached General Specifications, said documents forming the contract and being as fully a part thereof as if repeated verbatim herein, perform, execute, construct and complete all work included in and covered by the City's official award of this contract to the said Contractor, such award being

Contract

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based on the acceptance by the City of the Contractor's bid;

ARTICLE III. That the City shall pay the Contractor for the performance of the work embraced in this contract and the contractor will accept as full compensation therefore the sum (subject to adjustment as provided by the contract) of One Hundred Eight thousand, One Hundred Twenty-Nine dollars and Ninety-Five cents (\$108,129.95) for all services, materials, and work covered by and included in the contract award and designated in the foregoing Article II; payments thereof to be made in cash or its equivalent in the manner provided in the General Specifications.

The total cost of the Contract includes:

Base Bid:	\$100,536.00
Sales Tax	\$ <u>7,543.95</u>
TOTAL	\$108,129.95

The City of Grand Island, Nebraska operates on a fiscal year beginning October 1st and ending on the following September 30th. It is understood and agreed that any portion of this agreement which will be performed in a future fiscal year is contingent upon the City Council adopting budget statements and appropriations sufficient to fund such performance.

ARTICLE IV. The Contractor hereby agrees to act as agent for the City in purchasing materials and supplies for the City for this project. The City shall be obligated to the vendor of the materials and supplies for the purchase price, but the Contractor shall handle all payments hereunder on behalf of the City. The vendor shall make demand or claim for payment of the purchase price from the City by submitting an invoice to the Contractor. Title to all materials and supplies purchased hereunder shall vest in the City directly from the vendor. Regardless of the method of payment, title shall vest immediately in the City. The Contractor shall not acquire title to any materials and supplies incorporated into the project. All invoices shall bear the Contractor's name as agent for the City. This paragraph will apply only to these materials and supplies actually incorporated into and becoming a part of the finished product of the Advanced Metering Infrastructure Pilot System.

ARTICLE V. That the Contractor shall start work as soon as possible after the contract is signed and the required bonds and insurance are approved, and that the Contractor shall deliver the equipment, tools, and materials F.O.B. Grand Island, Nebraska, and complete the work on or before April 30, 2013.

ARTICLE V. The Contractor agrees to comply with all applicable State Fair Labor Standards in the execution of this contract as required by Section 73-102, R.R.S. 1943. The Contractor further agrees to comply with the provisions of Section 48-657, R.R.S. 1943, pertaining to contributions to the Unemployment Compensation Fund of the State of Nebraska. During the performance of this contract, the Contractor and all Subcontractors agree not to discriminate in hiring or any other employment practice on the basis of race, color, religion, sex, national origin, age or disability. The Contractor agrees to maintain a drug-free workplace policy and will provide a

copy of the policy to the City upon request. Every public contractor and his, her or its subcontractors who are awarded a contract by the City for the physical performance of services within the State of Nebraska shall register with and use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska.

GRATUITIES AND KICKBACKS

City Code states that it is unethical for any person to offer, give, or agree to give any City employee or former City employee, or for any City employee or former City employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

Landis+Gyr Technologies, LLC

By _____ Date _____

Title _____

CITY OF GRAND ISLAND, NEBRASKA

By _____ Date _____
Mayor

Attest: _____
City Clerk

The contract is in due form according to law and hereby approved.

Attorney for the City

Date

Contract

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ADVERTISEMENT
REQUEST FOR PROPOSALS
FOR
PILOT PROGRAM of
ADVANCED METERING INFRASTRUCTURE PILOT SYSTEM (AMI)
FOR THE
CITY OF GRAND ISLAND, NEBRASKA

Sealed proposals will be received by the City Clerk's Office, 100 E. First Street, Grand Island, Nebraska 68801 or P.O. Box 1968, Grand Island, Nebraska 68802-1968 until **4:00 p.m. on Thursday, August 30, 2012** for a pilot program of Advanced Metering Infrastructure System (AMI). Proposals received after the specified time will be returned unopened to the sender. Proposals must be based on the City's Request for Proposal. Contact Robert Smith, Assistant Utilities Director, at (308) 385-5444, ext. 280, for further information.

The design for the AMI project shall be in accordance with Grand Island Utilities Department specifications and with good engineering practices for municipal electric and water distribution systems.

The chosen Supplier will be required to comply with the City's insurance requirements, and fair labor standards.

Proposals should list: professional qualifications necessary for satisfactory performance, specialized experience and technical competence in the type of work required, past performance on contracts with government agencies and private industry, the capacity to accomplish the work in the required time, and location of the project and knowledge of the area. Proposals shall remain firm for a period of ninety (90) days after proposal due date. The City of Grand Island reserves the right to reject any or all proposals and to waive technicalities therein and accept whichever proposal that may be in the best interest of the City of Grand Island, at its sole discretion.

The City of Grand Island does not discriminate on the basis of disability in admission of its programs, services, or activities, in access to them, in treatment of individuals with disabilities, or in any aspect of their operations. The City of Grand Island also does not discriminate on the basis of disability in its hiring or employment practices.

This notice is provided as required by Title II of the Americans with Disabilities Act of 1990 and Section 504 of the Rehabilitation Act of 1973. Questions, complaints, or requests for additional information or accommodation regarding the ADA and Section 504 may be forwarded to the designated ADA and Section 504 compliance coordinator.

RaNae Edwards, City Clerk

Request for Proposal

GENERAL SPECIFICATIONS Advanced Metering Infrastructure Pilot System (AMI)

1. INTRODUCTION

The intent of this REQUEST FOR PROPOSAL is to solicit a written proposal from a qualified person, firm, or corporation; hereafter referred to as "Supplier," to provide the City of Grand Island, Nebraska, detailed design, development, delivery, implementation, and integration of a hosted Advanced Metering Infrastructure (AMI) system. This system shall include all hardware, software, system design, installation of a PILOT program AMI system including meters/modules, testing, training, warranty and maintenance, documentation, and all components associated with providing a fully functional AMI system as described in this Request for Proposal.

The City's mission is to provide the most economical and reliable service available to its customers. The City expects that the AMI system will serve as a vital tool for achieving its vision as it moves forward. The City is seeking to improve customer service and reduce long term costs by implementing an AMI solution that provides meter reads, load profile data, and net metering for electric and/or water, while supporting back office systems and creating an integrated network that supports a Load Management System and other functions. The AMI system should support near real time data exchange between the utility and its customers.

Objectives the City is seeking from an AMI system include, but are not limited to:

- Provide the City with greater management and control of electric and water system assets, thus enhancing electric and water system performance and supporting cost reduction and improved efficiency.
- Enable the City's customers to understand and better manage their electric and water consumption, avoid demand peaks, and conserve electricity and water.
- Significantly enhance service to the City's customers, including improved billing accuracy, faster customer response and more efficient customer service.
- Provide outage, theft and leak detection, remote disconnect functions, and provide an accurate reading from every meter every day.

2. SUBMITTAL DATE, LOCATION, AND OPENING

Proposals must be at the City of Grand Island City Clerk's office no later than **4:00 p.m. (local time), on Thursday, August 30, 2012.** No exceptions to this deadline will be given. **Please provide four (4) copies of your proposal in an envelope clearly marked on the exterior as containing "Proposal for a Pilot Program of Advanced Metering Infrastructure System (AMI)" to the:**

City of Grand Island
RaNae Edwards, City Clerk
100 East 1st Street
PO Box 1968
Grand Island NE 68801

3. INQUIRIES AND CORRECTIONS

All inquiries relating to this request shall be addressed to:

Robert Smith, Asst. Utilities Director
City of Grand Island, Nebraska
100 East 1st Street
PO Box 1968
Grand Island, NE 68801
(308)385-5444, ext. 280

If a proposing Supplier, prior to submitting a proposal, finds discrepancies in, or omissions from the Request for Proposal (RFP), or should require additional clarification of any part thereof, a written request for interpretation may be submitted. Any interpretation of, or change made to the RFP will be made by written addendum to each proposing Supplier, and shall become part of the request for any contract awarded. All inquiries shall be made in writing and all responses will be provided in writing, with copies being sent to all proposing Suppliers. To be given consideration, inquiries must be received at least five (5) calendar days prior to the date established for the opening of the proposal. It shall be the responsibility of each proposing Supplier to verify that every addendum has been received prior to submitting proposals.

4. LATE AND TELEPHONIC PROPOSALS

Late proposals will not be accepted under any circumstances, and any proposal so received shall be returned to the proposing Supplier unopened. In addition, telegraphic and/or proposals sent by electronic devices are not acceptable and will be rejected upon receipt. Proposing Suppliers will be expected to allow adequate time for the delivery of proposals. Sole responsibility rests with the proposing Supplier to see that their proposal is received on time.

5. CONDITIONS OF PROPOSAL SUBMITTAL

Proposing Suppliers shall comply with at least all conditions, requirements, and specifications contained herein, with any insufficiency constituting sufficient cause for rejection of the proposal. A duly authorized official of the proposing Supplier submitting the proposal must sign the proposal.

The City reserves the right to reject any and all proposals or any part thereof. The right is reserved to waive any formalities or informalities contained in any proposal, and to award the proposal to the most responsive and responsible proposing Supplier as deemed in the best interest of the City of Grand Island.

The City will not return proposal or other information supplied to them by any proposing Suppliers.

6. INSURANCE

The Supplier shall purchase and maintain at their expense as a minimum insurance coverage of such types and in such amounts as are specified herein to protect the Supplier and the interest of the City and others from claims which may arise out of, or result from the Supplier's operations under the Contract Documents, whether such operations be by the Supplier or by anyone directly or indirectly employed by any of them or for whose acts any of them may be legally liable. Failure of Supplier to maintain proper insurance coverage shall not relieve them of any contractual responsibility or obligation.

A. WORKERS COMPENSATION AND EMPLOYER'S LIABILITY

This insurance shall protect the Supplier against all claims under applicable State workers compensation laws. This insurance shall provide coverage in every state in which work for this project might be conducted. The liability limits shall not be less than the following:

Workers Compensation	Statutory Limits
Employers Liability	\$100,000 each accident
	\$100,000 each employee
	\$500,000 policy limit

B. BUSINESS AUTOMOBILE LIABILITY

This insurance shall be written in comprehensive form and shall protect the Supplier, Supplier's employees, or sub-suppliers from claims due to the ownership, maintenance, or use of a motor vehicle. The liability limits shall be not less than the following:

Bodily Injury & Property Damage	\$ 500,000 Combined Single Limit
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C. COMPREHENSIVE GENERAL LIABILITY

The comprehensive general liability coverage shall contain no exclusion relative to explosion, collapse, or underground property. The liability limits shall be not less than the following:

Bodily Injury & Property Damage	\$ 500,000 each occurrence
	\$1,000,000 aggregate

D. UMBRELLA LIABILITY INSURANCE

This insurance shall protect the Supplier against claims in excess of the limits provided under employer's liability, comprehensive automobile liability, and commercial general liability policies. The umbrella policy shall follow the form of the primary insurance, including the application of the primary limits. The liability limits shall not be less than the following:

Bodily Injury & Property Damage	\$1,000,000 each occurrence
	\$1,000,000 general aggregate

E. ADDITIONAL REQUIREMENTS

The City may require insurance covering a Supplier or sub-supplier more or less than the standard requirements set forth herein depending upon the character and extent of the work to be performed by such Supplier or sub-supplier.

Insurance as herein required shall be maintained in force until the City releases the Supplier of all obligations under the Contract.

The Supplier shall provide and carry any additional insurance as may be required by special provisions of these specifications.

F. CERTIFICATE OF INSURANCE

Satisfactory certificates of insurance shall be filed with the City prior to starting any work on this Contract. **The certificates shall show the City as an additional insured on all coverage except Workers Compensation. The certificate shall state that thirty (30) days written notice shall be given to the City before any policy is cancelled (strike the "endeavor to" wording often shown on certificate forms). If the bidder cannot have the "endeavor to" language stricken, the supplier may elect to provide a new certificate of insurance every 30 days during the contract. Supplier shall immediately notify the City if there is any reduction of coverage because of revised limits or claims paid which affect the aggregate of any policy.**

7. GRATUITIES AND KICKBACKS

City Code states that it is unethical for any person to offer, give, or agree to give any City employee or former City employee, or for any City employee or former City employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

8. FAIR EMPLOYMENT PRACTICES

Each proposer agrees that they will not discriminate against any employee or applicant for employment because of age, race, color, religious creed, ancestry, handicap, sex, or political affiliation.

9. LB403

Every public contractor and his, her, or its subcontractors who are awarded a contract by the City for the physical performance of services within the State of Nebraska shall register with and use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska.

10. SECTION 504/ADA NOTICE TO THE PUBLIC

The City of Grand Island does not discriminate on the basis of disability in admission of its programs, services, or activities, in access to them, in treatment of individuals with disability, or in any aspect of their operations. The City of Grand Island also does not discriminate on the basis of disability in its hiring or employment practices.

This notice is provided as required by Title II of the Americans with Disabilities Act of 1990 and Section 504 of the Rehabilitation Act of 1973. Questions, complaints, or requests for additional information or accommodation regarding the ADA and Section 504 may be forwarded to the designated ADA and Section 504 compliance coordinator.

11. EVALUATION OF PROPOSALS

Proposals will be evaluated on the best probability of the Suppliers meeting the City's objectives outlined in this request. The evaluation will be based on the system benefits and the Suppliers qualifications. The Suppliers response may be used to select a short list of candidates for presentations.

- A. Responsiveness to the needs of the City, both in cost and service.
- B. The degree to which the proposal meets or exceeds the terms of this Request for Proposal
- C. Ability of AMI system to provide all desired features.
- D. Responsibility of the proposing Supplier and its experience in dealing with municipal governments, including the City, on bids of similar scope and nature.
- E. Schedule

The City reserves the right to request clarifications of technical proposals or to conduct discussions or presentations for the purpose of clarification with any or all of the Suppliers. The purpose of such discussions will be to ensure full understanding of the proposal. If clarifications are made as a result of the discussion, the Supplier shall put such clarifications in writing.

12. PROPOSAL TERMS AND CONDITIONS

The City will not pay any costs incurred by the firm in preparing or submitting the proposal. Proposals must remain firm for Ninety (90) days from the proposal due date. The City of Grand Island reserves the right to refuse any or all proposals that may be in the best interest of the City, at its sole discretion. The City of Grand Island will contact the selected Supplier after the proposals have been reviewed and ranked.

Negotiations, including the development of a Detailed Work Plan, Work Plan Matrix and Cost, shall be conducted in accordance with the City of Grand Island Procurement Requirements. This RFP does not constitute any form or offer to contract.

13. BILLING AND PAYMENT

The Supplier shall submit a correct invoice to:

The City of Grand Island
Utilities Department
P.O. Box 1968
Grand Island NE 68802-1968

Payment by the City shall be made within forty five (45) days, unless otherwise specifically provided, upon receipt of bill. With detailed cost that clearly identifies the cost of all required hardware, software and services for the proposed system.

14. SCOPE OF SERVICES

Topics to be addressed in this RFP include the following. This list is not intended to exclude any potential options or topics of concern that may arise during the preparation of the Proposal. At a minimum, the proposal shall meet the listed requirements attached to their RFP on the following pages. The City reserves the right to modify or change any information presented in this request as more information becomes available or as the technology strategy is developed further.

Detailed Specifications

Advanced Meter Infrastructure Pilot System (AMI)

GENERAL INTENT:

The City of Grand Island, Nebraska is interested in deploying an integrated advanced metering infrastructure (AMI) system for their electric and water utilities. The City plans to make certain upgrades to their electric and water metering systems over the next three to five years. Upgrades being considered include meter replacement up to, and including, full electric and water AMI implementations.

These specifications are intended to establish minimum standards for an AMI pilot system. The intent of this RFP is to allow vendors to provide the best solution given the requirements set forth by the City.

The Supplier shall be held ultimately responsible for proper operation of the system. Provisions for all possible aspects of the AMI system shall be taken into consideration to accommodate and permit proper operation of the system. The specifications are the MINIMUM approvable and all additional hardware/software shall be incorporated into the Proposal and included in the quotation pricing. No extra payment will be provided for modifications/additions to permit proper operation of the AMI system.

A. PILOT PROGRAM

The pilot program will be located in a three square mile area on the east side of the City. It will consist of 170 residential electric meters, 170 water meters, 10 polyphase meters, three fault indicators and two capacitor banks.

The objectives of this pilot include:

- Accurately read and bill customers using an AMI System
- Test AMI business case benefits and assumptions
- Allow staff to gain experience with AMI data and system requirements
- Test communications
- Test backhaul options
- Allow for advanced rate design and functionality from the meter
- Test remote disconnect/connect

Suppliers must explain how their proposed pilot program will function related to a deployment scenario of the pilot system; i.e.: number of collectors recommended, software, hardware, etc., including all costs and equipment associated with the program.

B. UTILITY SYSTEM OVERVIEW

The City of Grand Island is a community located in the center of Nebraska with a residential population of approximately 50,000. The City's territory covers an 80 square mile area. The

City provides electric and water services inside and outside the City limits of Grand Island. They currently serve approximately 25,000 electric meters and 15,000 water meters.

C. VENDOR QUALIFICATIONS

The City of Grand Island is requesting proposals from organizations that are qualified as system contractors and are either the manufacturers and/or developers of the system offered or authorized agents of such manufacturer or developer. Suppliers with the following qualifications are encouraged to participate in the RFP process and submit proposals.

- Demonstrated experience in the design, installation, and maintenance of, and training for the proposed system.
- Ability for the hardware to be maintained by the City of Grand Island with no special tools or expertise.
- Maintenance plans that allow the City to accept some responsibility for maintenance of hardware to lower on-going maintenance costs will be considered advantageous.
- Sufficient qualified and experienced engineering, design, installation and service personnel to satisfy any engineering or service problem that may arise during the installation warranty, and maintenance periods.
- Three (3) references showing implementations of the proposed AMI system.
- Supplier shall supply a company overview including years in service, specifically years implementing AMI systems. Included shall be a list of fully deployed systems including number of endpoints deployed in the field currently.

D. PILOT SYSTEM REQUIREMENTS

The Supplier shall provide all equipment for an AMI Pilot System including a wireless data collector and acquisition system, a hosted network server, system monitoring and control programs, and electronic data retrieval by the City. Electric and water meters and electric system control endpoints will be by the City. The Proposal shall include the electric meter manufacturers supported by the system for Form 2s, 9s, and 16s meters; a minimum of two Form 2s manufacturers shall be supported. Supported water meter manufacturers shall be Sensus "Perl" and Badger.

D.1 DATA COLLECTOR AND ACQUISITION SYSTEM

A wireless data collector system shall allow two-way communication between a data collector and meters and other system endpoints. Routers or other communication transfer components shall be configured to continue proper operation of the system in the event of failure of a device. The data collector shall have connections for data transfer to the hosted server as well as City WAN devices.

D.2 NETWORK SERVER

A secure network server shall be provided for storage of data from the collector and to allow monitoring and control of system devices through web portals. The server shall also allow CSV transfer of data to the City's AS400 billing system. Portal functions shall include the following:

- Validation, estimation, and editing of data
- Load profile
- Register reads
- Meter status, events, and alarms
- Instrumentation data
- Interval, time-of-use, and cumulative data for billing
- Power outage data

The server shall include security and backup functions to prevent unauthorized access or loss of any data. Maintenance functions for the server shall be the responsibility of the Supplier.

E. TRAINING

Supplier shall provide on-site training services for Owner's personnel for the installation, operation, and maintenance of all supplied components. Training personnel shall have received training by the manufacturers of the component and be thoroughly familiar with all functions. The Supplier shall include pricing in the Proposal that includes daily rates and travel expenses.

F. PROJECT SCHEDULE

August 17, 2012	Advertising begins
August 30, 2012	Request for Proposal openings
September 10, 2012	Selection of Supplier
October 1, 2012	Start of Pilot Project
February 1, 2013	Place Pilot Project in Service

G. PRICING

Supplier shall provide firm pricing for the required equipment and start-up assistance as well as firm pricing for annual hosting and support services for at least one year and no more than three years. Supplier shall also provide unit pricing as required for other services or additional components that may be added during the pilot program operation.

PROPOSAL FORMAT

Responses to this RFP should be provided in the following numbered format as listed below:

COVER LETTER

A one page cover letter, signed by an authorized representative of the Supplier, must be included in the submittal. It must contain the name and address of the business submitting the proposal, as the name, address, telephone number, and title of the person authorized to represent the Supplier.

CONTENTS

1. Executive Summary
2. Response to Terms and Conditions
3. System Description
4. Implementation Plan
5. Warranty/Maintenance
6. Price Proposal

Landis+Gyr
6436 County Road 11
Pequot Lakes, Minnesota 56472
Phone: 800-926-6254
Fax: 218-562-5133

MASTER AGREEMENT

Customer:	City of Grand Island
Street Address:	100 East 1 st Street
City, State, Zip Code:	Grand Island, NE 68801
Primary Sales Contact:	<u>Robert Smith, Asst. Utilitis Director</u>
Primary Technical Software Contact:	<u>Travis Burdett, Asst. Utilities Director</u>
Primary Technical Hardware Contact:	<u>Travis Burdett, Asst. Utilities Director</u>
Primary Training Contact:	<u>Robert Smith, Asst. Utilities Director</u>

THANK YOU FOR CHOOSING LANDIS+GYR PRODUCTS AND SERVICES

For valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the parties agree as follows:

1.0 Definitions

The terms listed below are defined as follows:

- 1.1 **"Agreement"** means this Master Agreement, which is by and between Customer and Landis+Gyr.
- 1.2 **"Customer"** means the legal entity identified above in this Master Agreement.
- 1.3 **"Equipment"** means hardware that Customer purchases from Landis+Gyr.
- 1.4 **"Landis+Gyr"** means Landis+Gyr Technologies, LLC, a Minnesota limited liability company with a place of business at 6436 County Road 11, Pequot Lakes, Minnesota 56472.
- 1.5 **"Order"** means a Customer order, including, without limitation, a purchase order offered by Customer, to purchase Products from Landis+Gyr that Landis+Gyr accepts. Each Order shall be deemed to include the terms and conditions of this Agreement even if not referenced in an Order.
- 1.6 **"Products"** means Equipment, Software, Services, and any other good purchased from Landis+Gyr as described on Exhibit A or that Customer purchases from Landis+Gyr and is not described on Exhibit A.
- 1.7 **"Services"** means support or hosting services and any other services that Customer purchases from Landis+Gyr.
- 1.8 **"Software"** means computer programs in any form that Customer purchases from Landis+Gyr.
- 1.9 **"System"** means a set of Landis+Gyr Products used by the Customer to monitor and manage end user usage of Customer offerings.

- 1.10 **"Third Party Products"** means goods and software that Customer purchases from Landis+Gyr that are not manufactured or developed by Landis+Gyr, that display the logo or copyright of a third party, or that are not proprietary to Landis+Gyr.

2.0 Orders

- 2.1 **Written Orders.** Customer may issue purchase orders to Landis+Gyr by mail, facsimile communication or electronic mail. Landis+Gyr may accept Customer's purchase order by signing it, acknowledging it using facsimile or electronic mail, or by delivering the Products which Customer ordered. Customer's Order will be accepted solely for purposes of establishing the items and quantities ordered and the desired shipment dates. Customer's desired shipment dates shall take into account Landis+Gyr's current lead times at the time of Order. Landis+Gyr's acceptance creates a contract consisting of this Agreement and Customer's item, quantity and desired shipment dates set forth on the Order. No other terms and conditions set forth on Customer's Order shall be effective.
- 2.2 **Verbal Orders.** Landis+Gyr may accept verbal Orders for certain Products. Terms of verbal Orders will consist of this Agreement and the quantities, prices and product identifications specified on Landis+Gyr's invoice or acknowledgment.
- 2.3 **Invoiced Services.** Landis+Gyr may offer to provide Equipment maintenance or Services for a fixed term by sending Customer an invoice in advance of the term. Services, including, without limitation, any installation services, will be governed by the terms of this Agreement and any separate schedule or agreement signed by Landis+Gyr and Customer. In the event that no written agreement covering the Services has been executed and Customer accepts the offer by paying the invoice or by accepting the Services, a contract is formed consisting of this Agreement and the terms of Landis+Gyr's invoice.
- 2.4 **Cancellation and Modifications.** Except as otherwise provided in the immediately following sentence, if Customer cancels or modifies an Order prior to shipment, Landis+Gyr may assess a charge, which Customer agrees to pay. Customer may cancel or modify an Order on written notice to Landis+Gyr no later than ten (10) weeks prior to delivery of the Order, and, if so, Customer is not responsible for payment of a cancellation or modification charge. Customer may not cancel or modify an Order after shipment.

3.0 Shipment and Installation

- 3.1 **Shipment.** Landis+Gyr will ship or deliver Products to Customer's warehouse. All Equipment will be shipped to Customer INCOTERMS FOB Customer's warehouse. Title to Equipment and risk of loss will pass to Customer upon delivery of the Equipment to Customer's warehouse, and with respect to transfer of title to Equipment, upon payment of Equipment charges in addition to delivery thereof. Customer is responsible for the cost of shipments notwithstanding the aforementioned terms of delivery. Customer agrees to inspect Products upon receipt and to promptly notify Landis+Gyr of any defects. The acceptance of any Product by Customer shall not preclude the subsequent rejection thereof if such Products shall be found to be defective after delivery or installation; in the event, the Agreement's warranty terms shall apply.
- 3.2 **Installation.** Landis+Gyr will notify Customer if Products require a special physical environment. Customer agrees to provide that environment prior to installation. Upon request, Landis+Gyr will provide a quote for installation Services.

4.0 Prices and Taxes

- 4.1 **Prices.** Customer's Order will state Product prices and, if the ordered Product is a Product described on Exhibit A, the Order will state the applicable price set forth thereon. The pricing set forth on Exhibit A shall be in effect for two (2) years after the last signature date below and shall be subject to increases in the CPI during such two (2) year period notwithstanding any provision below in this Section 4.1 to the contrary. If the Order does not state a Product price, is for a Product not set forth on Exhibit A, or is for a Product set forth on such Exhibit but such two

(2) year period has expired, the price will be Landis+Gyr's then-current price less any applicable discount. Landis+Gyr may increase Customer's price if it increases its price after it accepts an Order, and the Order specifies delivery more than one hundred twenty (120) days after the price increase becomes effective. Also, price increases for Services or Software licensed for a periodic fee will apply to subsequent billing periods.

- 4.2 Taxes and Other Charges. Unless otherwise stated, Product and Services prices do not include shipment and Product installation charges, charges associated with preparing the Customer site, and all taxes that relate to Customer's acquisition or use of Products and Services, including sales, use, VAT and property (ad valorem) taxes, other governmental charges and taxes, and assessments after audit. Customer agrees to pay those charges and taxes, except for taxes based on Landis+Gyr's net income. If Customer qualifies for tax exemptions, Customer must provide Landis+Gyr with appropriate exemption documentation.

5.0 Invoice and Payment

- 5.1 Invoice and Payment. Landis+Gyr will invoice Customer for Equipment and Software after shipment; for recurring Services, Software license fees and rental fees in advance; and for non-recurring Services after Landis+Gyr provides them to Customer. Payment is due within thirty (30) days of the invoice date. Late payments will be subject to interest from the due date at the lesser of one percent (1%) per month or the maximum rate allowed by law.

6.0 Intentionally left blank.

7.0 Software

- 7.1 License. Software is licensed to Customer and is not sold. Landis+Gyr licenses use of Software solely for use in conjunction with Landis+Gyr Systems. Customer agrees not to sublicense, assign or transfer Software without the prior written approval of Landis+Gyr. Software is also subject to the license terms included in schedules or agreements executed for specific Software. Customer agrees not to copy Software without express written authorization, except that Customer may copy Software for backup or archival purposes. Customer must reproduce and include the copyright notices on any such copies. Landis+Gyr (and/or its third party licensors) retains title to the original Software provided to Customer and any copies made from it.
- 7.2. Disclosure and Modifications. Customer agrees not to reverse engineer, disassemble, decode, or decompile Software or to undertake any other actions in an effort to derive source code. Customer agrees not to sublicense, rent, lease, or assign Software except as provided above. Customer agrees not to permit use of the Software in an effort to develop or modify competitive products.
- 7.3 Limited Warranty. Landis+Gyr warrants that Software will conform to Landis+Gyr's functional description for a period of ninety (90) days from the date of shipment. Customer may obtain warranty service if Software media is defective in material or workmanship or if Software does not conform to the functional description. If, after repeated efforts, Landis+Gyr is unable to make Software operate as warranted, Landis+Gyr's sole obligation is to refund the license fee that Customer paid for Software. Landis+Gyr does not warrant that Software will operate uninterrupted or error free, or that all deficiencies, errors, defects, or nonconformities will be corrected.
- 7.4 Software Support. Customer may obtain Software support by executing Landis+Gyr's Software Support Agreement. Without in no way limiting Landis+Gyr's warranty obligations above, Landis+Gyr has no obligation to provide Software support to Customer if it has not signed a Software Support Agreement.
- 7.5 System Security. Customer acknowledges that Software may be accessible from the Internet if configured to do so by Customer. Customer is responsible for establishing system security that will allow only authorized users to access the Software.
- 7.6 Third Party Software. Landis+Gyr may provide Customer with Software that bears the logo or copyright of another company. The license terms of this Agreement apply to that Software unless the Software is provided

with a license agreement (including, without limitation, a shrink-wrap or click wrap license) from the other company, in which case the terms of the other company's agreement apply.

7.7 Customer Responsibilities. Except as otherwise expressly provided in a Customer and Landis+Gyr signed Support Agreement or Command Center Managed Services Package Schedule, Customer is responsible for: (i) executing the Billing Extract file utilizing the functionality built into the Command Center software and loading it into Customer's billing system and any exception processing that is associated with endpoints that do not have billing data available for a particular billing cycle window; (ii) purchasing and physically maintaining all System communications infrastructure; (iii) administering all Software logins and passwords for its personnel; (iv) handling all support for its own end-use consumers, including, without limitation, any matters relating to end-use consumer billing and utility usage; (v) loading, maintaining, and administering all Software and its data and backing up Software and such data for disaster recovery purposes; and (vi) all Third Party Products and third party services, including, without limitation, upgrades to Third Party Product software, regardless of whether any such Product or Service was acquired from or through Landis+Gyr and regardless of whether Landis+Gyr recommended any of them or assisted in their evaluation or selection.

7.8 Custom On-Site Service Work/Custom Database Queries. Landis+Gyr shall provide custom on-site service work, per Customer's written request, at a rate of \$3,000.00 for the first day on-site and \$1,000.00 per day after that, plus travel and living expenses. Custom on-site service will be defined by a statement of work that is mutually agreed upon by both parties prior to Landis+Gyr's performance of any Services. Custom database queries are available from Landis+Gyr on a quotation basis.

8.0 Services

8.1 Landis+Gyr offers hosting services, installation services and other services as set forth in applicable schedules, other agreements between the parties, or Exhibit A. Such schedules, agreements and Exhibit A set forth the description of the Services; pricing, duration and any other terms unique to the Services described therein.

8.2 Services Warranty. Landis+Gyr warrants that it will provide Services in a professional and workmanlike manner, and the Services warranty period shall be ninety (90) days after performing a Service. Customer's exclusive remedy for breach of this warranty is to have Landis+Gyr reperform the Services or to receive a refund of any fees paid in the event that reperforming the Services is not possible. Landis+Gyr may also establish additional warranties in individual Service schedules or agreements.

9.0 Limited Equipment Warranties

9.1 End Point Transmitter and Transceiver Limited Warranty. Landis+Gyr will repair or replace any defective end point transmitters or transceivers (i.e., modules) at no charge to Customer if such units fail to perform according to Landis+Gyr's specifications due to a manufacturing defect within eighteen (18) months of the shipment date, provided that such units are returned freight prepaid to Landis+Gyr pursuant to a written return authorization provided by Landis+Gyr. Repaired or replacement units will be returned to Customer with freight prepaid by Landis+Gyr if the items are under warranty; if not, Customer is responsible for payment of freight and the applicable Equipment fee.

9.2 All Other Equipment Limited Warranty. Landis+Gyr will repair or replace any Equipment other than end point transmitters or transceivers at no charge to Customer if such units fail to perform according to Landis+Gyr's specifications due to a manufacturing defect within twelve (12) months of the shipment date, provided that such units are returned freight prepaid to Landis+Gyr pursuant to a written return authorization provided by Landis+Gyr. Repaired or replacement units will be returned to Customer with freight prepaid by Landis+Gyr if the items are under warranty; if not, Customer is responsible for payment of freight and the applicable Equipment fee.

9.3 Exclusive Remedy for Breach of Landis+Gyr Limited Warranty. **IN LIEU OF ANY OTHER REMEDY, LANDIS+GYR'S ENTIRE OBLIGATION IN THE EVENT OF ANY BREACH OF ANY PRODUCT**

WARRANTY HEREUNDER, INCLUDING THE SOFTWARE WARRANTY, SHALL BE LIMITED TO REPAIR OR REPLACEMENT, WHICH LANDIS+GYR MAY DETERMINE IN ITS SOLE DISCRETION, OF ANY SUCH PRODUCT WITHIN ITS WARRANTY PERIOD. LANDIS+GYR SHALL NOT BE RESPONSIBLE FOR INSTALLATION OF ANY REPLACEMENT PRODUCTS. CUSTOMER SHALL BE ENTITLED TO SUCH REPAIR OR REPLACEMENT REMEDY ONLY IF CUSTOMER PROVIDES LANDIS+GYR WRITTEN NOTICE OF THE DEFECT IN THE PRODUCT AND OTHERWISE COMPLIES WITH THE PROVISIONS OF THIS AGREEMENT. EXCEPT AS PROVIDED HEREIN, LANDIS+GYR MAKES NO OTHER EXPRESS WARRANTIES WITH RESPECT TO ANY PRODUCT. LANDIS+GYR MAKES NO IMPLIED WARRANTIES WITH RESPECT TO ANY PRODUCT INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT.

- 9.4 Third Party Products. Landis+Gyr may provide Customer with Products that bear the logo or copyright of another company. Notwithstanding anything in Section 9.1 or 9.2 to the contrary, if Customer receives these Products with terms from the other company addressing warranty or support, the other company's terms apply, and unless specifically agreed to by Landis+Gyr, Landis+Gyr provides no warranty or support with respect to such Third Party Products.
- 9.5 Warranty Limitations and Exclusions. Landis+Gyr's Products warranty obligations do not apply to the extent caused by Customer or third parties, Customer's or a third party's infrastructure or data, or Customer's or a third party's misuse of Products; installation by Customer or a third party not in compliance with training or manuals provided by Landis+Gyr; operation or use by Customer or third parties not in compliance with applicable training, manuals or specifications provided by Landis+Gyr; neglect; modification; accident; vandalism or other intentional damage; exposure to adverse conditions exceeding performance levels required by applicable specifications; or any other limitation or exclusion described herein.
- 9.6 Exclusive Remedies. Customer's rights and remedies set forth in this Agreement are exclusive and in lieu of all other rights and remedies.

10.0 Product Evaluation

- 10.1 Landis+Gyr may loan Products to Customer for Customer's evaluation. Customer and Landis+Gyr will agree in advance on the length of the evaluation period, prices if Customer elects to acquire the Products, the post-evaluation warranty periods, if any, and who will bear related costs of freight, installation/deinstallation and maintenance. The evaluation period will begin when Landis+Gyr delivers the Products to Customer. At the end of the evaluation period, Customer will make the Products available for return to Landis+Gyr, or Landis+Gyr will invoice Customer for the Products at the agreed prices. Customer agrees not to move the Products to another location during the evaluation without Landis+Gyr's consent. **DURING THE EVALUATION, PRODUCTS ARE FURNISHED "AS IS." IF CUSTOMER IS DISSATISFIED WITH THEM FOR ANY REASON, CUSTOMER'S EXCLUSIVE REMEDY WILL BE THE REMOVAL OF THE PRODUCTS FROM CUSTOMER'S SITE.**

11.0 IP Infringement Indemnity

- 11.1 IP Infringement Indemnity. Landis+Gyr will indemnify, defend and hold harmless Customer and its employees, officers, and directors (each, an "**Indemnatee**" for the purposes of Sections 11.1 and 11.2) from and against any and all liabilities, damages, losses and costs, including reasonable attorneys' fees, to the extent arising from or related to any claim, which shall mean the service of a complaint on an Indemnatee, that any Product provided hereunder by Landis+Gyr infringes, misappropriates or otherwise violates any third party's U.S. patent, trademark, copyright or trade secrets rights ("**Infringement**"). If an Infringement claim leads to a legally binding order for Customer to cease using any Product provided by Landis+Gyr, Landis+Gyr agrees to, at its option, without cost or expense to Customer: (a) procure for Customer the right to continue using the Product; (b) replace the Product with a non-Infringing Product with substantially equivalent functionality; or (c) modify the Product so it becomes non-Infringing. Notwithstanding the foregoing, Landis+Gyr will have no liability pursuant to this

Section 11.1 or otherwise for any claim of Infringement to the extent such a claim is attributable or relates to: (a) the misuse or unapproved modification of hardware or software by Customer; (b) failure of Customer to use corrections or enhancements made available to Customer at no cost to Customer or pursuant to maintenance, development services or other agreement between Landis+Gyr or Customer; (c) use of the hardware or software in combination with products, programs or data not supplied, recommended or approved by Landis+Gyr in writing; or (d) Third-Party Products or other third party goods, software or services.

- 11.2 Conditions to Indemnification. The foregoing indemnity will be contingent upon (a) Indemnitee giving written notice to Landis+Gyr of any claim for which indemnity is sought (a “**Claim**”); (b) Indemnitee fully cooperating in the defense of any Claim; and (c) Indemnitor having sole control over the defense of any Claim; provided, however, that Indemnitee may participate in the defense of any Claim at its own expense. Notwithstanding anything to the contrary herein, the failure of an Indemnitee to give notice of a Claim shall not limit Indemnitor’s indemnity obligation hereunder except to the extent that the delay in giving notice adversely prejudices the defense of such Claim.

12.0 Term/Termination/Survivability

- 12.1 Term. The term of the Agreement shall commence on the last signature date below and expire five (5) years thereafter; thereafter, the term shall renew on a year to year basis unless either party receives written notice from the other of the other party’s intent to terminate the Agreement upon the expiration of the then current one (1) year term. Such notice shall be delivered no later than sixty (60) days prior to the expiration of the then current one (1) year term; if the non-terminating party receives the notice thereafter, the term shall renew for an additional one (1) year. Upon the termination or expiration of the Agreement, any existing Support Agreement, Software Support Agreement or CCMSP schedule between the parties shall be deemed terminated.
- 12.2 Termination for Cause. Either party may terminate this Agreement upon sixty (60) days prior written notice to the other party for failure of such party to fulfill any of its material obligations hereunder. In the event that the breaching party corrects the breach within the sixty (60) day period, this Agreement shall continue in full force and effect as it would have had such breach not occurred. In the event of termination by Landis+Gyr under this Section 12.2, Customer shall immediately discontinue use of Software and destroy all Software copies in its possession.
- 12.3 Termination for Other Reasons. This Agreement shall terminate forthwith, at the option of either party by notice in writing to the other party, upon the other party ceasing to carry on its business or in the event the other party becomes the subject of any proceedings under state or federal law for the relief of debtors or otherwise becomes insolvent, bankrupt, or makes an assignment for the benefit of creditors, or upon the appointment of a receiver for the other party, or its reorganization for the benefit of creditors. Any termination of this Agreement shall constitute a termination of any Order issued prior to the termination date.
- 12.4 Survivability. Payment obligations, warranty related provisions, this Section 12.4, Landis+Gyr’s indemnification obligations, Section 13.0, limitations of liability, and other provisions herein, which, given their nature should survive the termination of this Agreement, shall survive the termination of this Agreement.

13.0 Dispute Resolution

- 13.1 Disputes. This Agreement shall be deemed to be a contract made under the laws of the State of Minnesota and shall for all purposes be construed and enforced in accordance with Minnesota law. Any dispute shall first be submitted to a mediation process involving senior executives from both parties. In the event that mediation is unable to satisfactorily resolve any dispute then the matter shall be resolved by arbitration using a single arbitrator under the auspices of the American Arbitration Association. The arbitrator’s decision and award shall be final and binding and may be entered in any court having jurisdiction. The arbitrator shall not have the power to award punitive, special or incidental damages. Issues of arbitrability shall be determined in accordance with federal laws relating to arbitration and all other aspects shall be interpreted in accordance with the laws of the State of Minnesota. Each party shall pay its own attorneys’ fees associated with the arbitration and other costs and

expenses of the arbitration shall be paid as provided by the rules of the AAA. If court proceedings to stay litigation or compel arbitration are necessary, the party who unsuccessfully opposes such proceedings shall pay all associated costs, expenses and attorney's fees which are reasonably incurred by the other party. If any portion of this provision is held to be unenforceable, it shall be severed and shall not affect the duty to arbitrate.

13.2 Court Actions. Except as permitted in this section, neither party may bring a case in court. If Landis+Gyr or Customer disregards this restriction, files a court case and fails to dismiss it promptly upon being notified of this provision, that party will pay the other party's costs and expenses, including attorneys' fees, incurred after the notice in defending the court case. Landis+Gyr retains the right to obtain an injunction in court to prevent Customer's misuse of its intellectual properties.

13.3 Two Year Limitation. Customer or Landis+Gyr may not bring a claim or action arising out of or related to this Agreement, including any claim of fraud or misrepresentation, more than two (2) years after the cause of action accrues.

14.0 Confidentiality

14.1 Restriction. Landis+Gyr or its affiliates may provide Customer with Confidential Information, and Customer shall take all reasonable precautions to prevent such Confidential Information from being disclosed to third parties, including officers and employees not having a legitimate need for the information, and shall not disclose any Confidential Information to third parties unless Landis+Gyr has consented to disclosure in writing. These non-disclosure obligations shall survive the termination of this Agreement and will continue for a period of five (5) years thereafter. "**Confidential Information**" means any information, technical data, or know-how considered proprietary or confidential by Landis+Gyr or any of its affiliates including, but not limited to, Landis+Gyr's or any of its affiliate's trade secrets, commercially sensitive or proprietary information, research, development, inventions, processes, methods, specifications, protocols, designs, drawings, diagrams, know-how, engineering, marketing data, techniques, documentation, customer information, pricing information, procedures, data concepts, business and marketing plans or strategies, financial information, business opportunities, requests for proposals or information, software and related documentation, hardware information, services and products (both existing and planned), and product roadmaps disclosed by Landis+Gyr, any of its affiliates, or a third party to Customer either directly or indirectly in any form whatsoever, including in writing, orally, machine readable form or through access to Landis+Gyr's or any of its affiliate's premises. Information need not be marked "Confidential" to be considered Confidential Information. "Confidential Information" includes any Confidential Information disclosed prior to the effective date of this Agreement and the terms and conditions of this Agreement.

14.2 Non-Confidential Information. Notwithstanding the definition of Confidential Information, the following information shall not be considered Confidential Information:

- a. Information which is already generally available to the public;
- b. Information which hereafter becomes generally available to the public, except as a result of the direct or indirect action of Customer; and
- c. Information which can be shown to have been known to Customer prior to receipt.

15.0 General

15.1 Complete Agreement, Effective Date, Modification, Non-Waiver and Assignment. The parties agree that this Agreement constitutes the complete and exclusive agreement between them with respect to its subject matter and supersedes all previous understandings, negotiations, proposals, acknowledgements, and representations, whether oral or written with respect thereto. This Agreement applies to all Products that Landis+Gyr provides to Customer directly or through a leasing company. This Agreement shall become effective on the date last signed by the parties. No modification of this Agreement will be effective unless it is in writing and signed by authorized representatives of Customer and Landis+Gyr. Failure to enforce any term is not a waiver of future enforcement of that or any other

term. Customer may not assign this Agreement, an Order, or its rights or obligations under them without the express written consent of Landis+Gyr. Any exhibit attached hereto is incorporated herein by this reference.

15.2 Development of Competitive Products. Customer shall not use or permit the use of Landis+Gyr Products in an effort to develop or modify competitive products.

15.3 Notices. Notices shall be sent to the addresses set forth at the beginning of this Agreement. Notices sent to Landis+Gyr shall be sent to the attention of the Director, Operations.

15.4 Geographic Scope. This Agreement applies only to Products in the United States and does not obligate Landis+Gyr to provide Products outside the United States.

15.5 Force Majeure. Except for payment obligations, neither party is liable for failing to fulfill its obligations due to acts of God, civil or military authority, war, riots, strikes, fire, or other causes beyond its reasonable control.

15.6 No Third-Party Beneficiaries. There are no third-party beneficiaries to this Agreement, and no party other than Landis+Gyr and Customer shall have any legally enforceable rights under this Agreement.

15.7 Limitation of Liability.

LANDIS+GYR WILL HAVE NO LIABILITY TO CUSTOMER FOR INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES (EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), INCLUDING WITHOUT LIMITATION, LOSS OF BUSINESS, REVENUE OR PROFIT, ARISING OUT OF, RELATING TO, OR IN CONNECTION WITH THIS AGREEMENT, ANY OTHER AGREEMENT BETWEEN LANDIS+GYR AND CUSTOMER, OR ANY OTHER MEANS, CAUSE, OR EVENT, AND REGARDLESS OF THE FORM OF ACTION UPON WHICH A CLAIM FOR DAMAGES MAY BE BASED, WHETHER IN CONTRACT, TORT, STRICT PRODUCT LIABILITY, OR ANY OTHER LEGAL OR EQUITABLE THEORY. THESE LIMITATIONS WILL APPLY EVEN IF ANY LIMITED REMEDY FAILS IN ITS ESSENTIAL PURPOSE.

LANDIS+GYR'S TOTAL LIABILITY TO CUSTOMER, WHETHER SUCH LIABILITY ARISES OUT OF, RELATES TO, OR IS IN CONNECTION WITH THIS AGREEMENT, ANY OTHER AGREEMENT BETWEEN LANDIS+GYR AND CUSTOMER, OR ANY OTHER MEANS, CAUSE, OR EVENT, AND REGARDLESS OF THE FORM OF ACTION UPON WHICH A CLAIM FOR DAMAGES MAY BE BASED, WHETHER ANY SUCH CLAIM IS IN CONTRACT, TORT, STRICT PRODUCT LIABILITY, OR ANY OTHER LEGAL OR EQUITABLE THEORY, WILL NOT EXCEED FIFTY THOUSAND AND NO/100 DOLLARS (\$50,000.00).

[SIGNATURES APPEAR ON NEXT PAGE.]

Acknowledged and agreed to by the authorized representatives of the parties:

Customer:

By: _____

Name: _____

Title: _____

Date: _____

Landis+Gyr:

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT A TO MASTER AGREEMENT

PRODUCTS PRICING SCHEDULE AND DESCRIPTION OF SERVICES

Services Overview

The parties will perform in accordance with the following table in connection with the deployment and implementation of the Gridstream RF AMI System:

Services	Landis+Gyr	City of Grand Island
Project Coordination Support	√	
System Design	√	
Training	√	
Installation (network and meter)		√
Field Engineering (on-site installation support)		√
Integration Services		To be determined if required
System Administration		√
WAN Backhaul Communication Support		√

Gridstream RF Solution Pricing

The following table represents quantities and pricing for Landis+Gyr's Gridstream RF Mesh solution for Customer's deployment.

Item	Quantity	Unit Price	Extended Price
Network Equipment			
RF C6400 Series Collector	1	\$6,500.00	\$6,500.00
RF C6400 Series Collector Mounting Kit	1	\$850.00	\$850.00
RF Routers	3	\$1,615.00	\$4,845.00
AMI Meters/Modules/Distribution Automation Equipment			
Landis+Gyr Gridstream RF FOCUS AX-WR Meter with Module for Commercial and Industrial	10	\$237.50	\$2,375.00

Landis+Gyr Gridstream RF FOCUS AX-SD Meter with Module for Residential (Form 2S)	170	\$150.00	\$25,500.00
Landis+Gyr Gridstream RF Water Module – Wall Mount	170	\$118.00	\$20,060.00
DA IWR Radio	2	\$900.00	\$1,800.00
DA IP/IWR Radio	1	\$1,200.00	\$1,200.00
SCADA Integration	1	\$4,746.00	\$4,746.00
Services			
Project Coordination/Commissioning of One (1) Collector	1 lot	\$10,000.00	\$10,000.00
Gridstream RF Training*	1 lot	\$9,400.00	\$9,400.00
Distribution Automation Orientation/Training	1 lot	\$5,000.00	\$5,000.00
AMI Software/RF Tools			
Command Center MSP (IT Hosting) monthly fee for up to 2,000 deployed endpoints with one (1) year contract	12	\$675.00	\$8,100.00
Command Center Enterprise Functionality – one (1) time fee based on Customer's pilot meter population of 350 endpoints	1 lot	\$210.00	\$210.00
RadioShop and Endpoint Test Manager License Fees and RF Field Tool Kit	1 lot	\$4,900.00	No charge
Sub-Total:			\$100,586.00
7.5% Sales Tax:			\$7,543.95
Total:			\$108,129.95

**Expenses associated with training and on-site support to be billed at cost.*

Clarifications

1. Collectors, routers, meters, and communication modules are currently available with a twenty (20) week manufacturing lead time after receipt of Order.
2. All Equipment installation is the responsibility of Customer and is not included in any of the pricing set forth above.
3. Water module pricing does not include the price of the meter. Customer should contact its meter representative for pricing and the purchase of water meters. Landis+Gyr electric meter pricing includes the fee for the meter, Gridstream communication module and ZigBee communication capabilities. Meter pricing assumes the purchase of Landis+Gyr FOCUS AX-SD and FOCUS AX Wide Range (WR) meters for the Customer's meter population, and all pricing set forth above assumes a six (6) month pilot term. If Customer wants to receive a fault circuit indicator quote, Power Delivery Products or Schweitzer Engineering Laboratories can provide a quote to Customer. Landis+Gyr can provide contact information upon request.

1. Pricing for FOCUS AX-SD Meter Options:
 - a. Reactive (KVAR or KVA) \$40.00
 - b. Configuration Port + Recon Button Short Cover (AX-SD Only) \$2.00
 - c. ANSI C12.18 Optical Port Short Cover \$2.00
 - d. ANSI C12.18 Optical Port + Reconnect Button Short Cover (AX-SD Only) \$3.00
 - e. ANSI C12.18 Optical Port Tall Cover \$3.00
 - f. ANSI C12.18 Optical Port + Demand Reset Tall Cover \$4.00
 - g. ANSI C12.18 Optical Port + Reconnect Tall Cover (AX-SD Only) \$4.00
 - h. ANSI C12.18 Optical Port + Demand Reset + Reconnect Button Tall Cover (AX-SD Only) \$6.00
2. Pricing for FOCUS AX-WR Meter Options:
 - a. Battery \$5.00
 - b. Reactive (KVA or KVAR) \$40.00
3. Optionally Customer can purchase S4e meters for C&I meters for \$325.50 each.
4. Pricing for S4e Meter Options:
 - a. Battery \$6.00
 - b. Load Profile \$30.00
 - c. Class 320 meter adder \$20.00
 - d. Reactive (KVA & KVAR) \$100.00
 - e. 1 Channel Form C KYZ w/Cables \$40.00
 - f. 2 Channel Form C KYZ w/Cables \$50.00
 - g. 4 Channel Form C KYZ w/Cables \$70.00
 - h. Transformer Loss Compensation \$150.00

4. Command Center Software and Gridstream Network Deployment Training are required.

The training fees assume one (1) three (3) day, on-site session, which typically occur Tuesday-Thursday from 8:30 a.m. to 4:30 p.m. Training will be for approximately twelve (12) employees at Customer's location. This training will cover RF Mesh Command Center Software.

Two (2) Customer employees will attend Gridstream Network Deployment Training and become certified for RF Mesh. This class is available at Landis+Gyr's Pequot Lakes, MN or Alpharetta, GA location. This required class includes RF Mesh Fundamentals, RF Mesh Network Design & Site Survey, Collector Installation, Router Installation, Endpoint Test Manager and RadioShop.

Customer is responsible for travel and related expenses its personnel incur in connection with training.

5. Landis+Gyr will provide Customer with Command Center Hosting Services for the above monthly fee and one (1) time Command Center Enterprise license fee if Customer signs Landis+Gyr's CCMSP Schedule with a three (3) year term. During the second and third years, the then current monthly fee is subject to increases in the CPI. Customer will also pay additional third party communication monthly fees in connection with the Hosting Services.
6. Pricing assumes WAN backhaul will be provided by Customer to each collector.
7. Pricing assumes Customer will provide existing or new poles, of an appropriate height, with 120/240 V power source, for installation of Network Equipment.
8. Landis+Gyr will provide additional support beyond the initial on-site commissioning and training per Customer's written request at a rate of \$3,000 for the first day on site which includes travel and living expenses for two (2) days and \$1,000 per day for the second day and thereafter, which does not include travel and living expenses which Customer agrees to pay. Additional Helpdesk-based support is also available on a quotation basis.
9. The Network Equipment quantities set forth above are approximations of required quantities and have been developed from data provided by Customer. Actual Network Equipment quantities necessary for the AMI System to function properly may vary based on verification of final meter quantities, system analysis and requirements, locations, deployment approach, and system optimization needs. Customer will deploy Network Equipment in a manner that enables adequate meshing and deploy the electric endpoints in a contiguous manner to enable adequate meshing. Landis+Gyr assumes that, once deployed, each water endpoint will be located at the same premise or within range of an electric meter. If that is not the case, Network Equipment quantities are subject to change.
10. The Project Coordination Services term applicable to the related fee is six (6) months, which begins on the last signature date of this Agreement. The Project Coordination Services fee includes the commissioning of one (1) RF collector.
11. Integration services fees for SCADA Wonderware are not included in the above fees. If Customer needs such integration services, Customer should obtain a quote from Wonderware. Landis+Gyr can provide contact information upon request. The SCADA integration fee assumes that Landis+Gyr will provide three (3) days of integration support for Customer's Wonderware system. Landis+Gyr will charge \$200.00 per hour for additional integration support.
12. If Customer elects to purchase SCADA Center for its pilot project, Landis+Gyr will charge the following fees:

Item	Quantity	Unit Price	Extended Price
SCADACenter (ICG) Software - 50 Devices/2,500 Points	1	\$3,000.00	\$3,000.00
SCADACenter (ICG) Software Annual Maintenance Fee	1	\$1,746.00	\$1,746.00

D. Description of Roles and Responsibilities/Deployment of Gridstream RF AMI System.

1. PROJECT SCOPE

1.1 System Generally

Landis+Gyr will assist Customer's planning of deployment of the System prior to Customer's deployment of the System and perform design and project coordination Services. This approach will certify Customer to run and maintain the System through a transitional plan starting at the beginning of the System implementation.

During the start-up time period, defined as the planning and readiness phase of the project, Landis+Gyr will coordinate all activities related to the planning of the initial deployment covering Landis+Gyr meters, network, installation, operation and maintenance training and related activities.

2. PROJECT RESPONSIBILITIES

This Section provides a summary of the responsibilities to be undertaken by Landis+Gyr and Customer in order to fulfill the requirements of the project.

2.1 Landis+Gyr Responsibilities

2.1.1 General Project Coordination Services

2.1.1.1 Project Coordination

Landis+Gyr will provide the services of a Project Coordinator experienced in the implementation of the Gridstream RF system of comparable complexity and who will be responsible for coordination of the equipment delivery, planning deployment, and training Customer to commission the network equipment.

2.1.1.2 System Technical Support / Call Center

Landis+Gyr will support Customer's system administrator in connection with the operation of Command Center, which operates all main facets of the System.

2.1.1.3 WAN Communications Support

Landis+Gyr will provide a specialist available to support Customer for the necessary communication strategy and equipment needed to make the System work. This specialist will assist and facilitate, when required, the configuration of the WAN communications to accommodate Customer's chosen communication mode. These Services are provided through the initial planning and readiness phase prior to installation of the System. Customer is responsible for acquiring all WAN communications equipment.

2.1.1.4 System Design Services

Landis+Gyr will deliver the collectors and routers needed for the successful implementation of the System. Landis+Gyr's System Engineering staff will help develop the preliminary System design. Landis+Gyr's System Engineers are skilled in AMI engineering requirements involving various system designs including IT plan, network infrastructure design, radio frequency propagation and design, drawing package, and more. Customer will be involved throughout the design phase.

2.1.2. Network Infrastructure Products

2.1.2.1 Collector/Router Design, Procurement, and Deployment.

2.1.2.1.1 Landis+Gyr will create designs as per Customer's requirements and in conjunction with Landis+Gyr's design standards.

2.1.2.1.2 All collectors and routers will be configured by Landis+Gyr prior to shipment.

2.1.3 Landis+Gyr Meters

2.1.3.1 Landis+Gyr will ensure that modules are available for installation in the Landis+Gyr meters as purchased. Landis+Gyr will ensure that all modules shipped to the meter manufacturer are capable of the necessary programming that has been approved by Customer.

2.1.4 Systems and Interfaces

2.1.4.1 Landis+Gyr will assist Customer in installing all System software so that Customer can effectively manage the System.

2.1.4.2 Landis+Gyr will assist Customer in initially configuring the System software to meet Landis+Gyr's functional specifications. With respect to Command Center, Landis+Gyr will provide Customer with assistance in updating and maintaining the configuration if Landis+Gyr's Support Agreement and Software Support Agreement are signed by the parties and the Customer pays the applicable fees.

2.1.4.3 Landis+Gyr will train and assist Customer in operating the System.

2.2 Customer Responsibilities

2.2.1 General Services and Facilities

2.2.1.1 Project Lead. Customer will provide an experienced project lead ("**Customer's Project Manager**") who will serve as the primary contact between Customer and Landis+Gyr's Project Manager. Customer's Project Manager will be responsible for all Customer deliverables and coordinate Customer's internal resources in areas such as IT, Customer Service, Metering Services, Training and System Administration.

2.2.2 Collector/Routers

2.2.2.1 Design and Procure

2.2.2.1.1 Customer will provide reasonable consultation and assistance to Landis+Gyr's designers as required.

2.2.2.1.2 Customer will approve Landis+Gyr's designs prior to Customer's installation. Review and approval schedules will be identified in the Project Schedule.

2.2.2.1.3 Landis+Gyr in conjunction with Customer will perform construction planning.

2.2.2.1.4 Customer will supply an experienced design specialist who will, on an installation-by-installation basis:

- (a) Assist Landis+Gyr with design by participating in pre-design site meetings and providing advice;
- (b) Issue switch numbers to be included on design drawings and documents;
- (c) Review Landis+Gyr's designs and provide comments prior to installation;
- (d) Arrange any survey and staking required for pole placement; and

- (e) Obtain all necessary permits and approvals prior to installation.
- (f) Customer will supply and keep current material item catalogue showing approved manufacturer and part numbers for third party-equipment.

2.2.2.2 Installation

- 2.2.2.2.1 Landis+Gyr will supply onsite commissioning, optimization, orientation (includes training for Customer to maintain and troubleshoot RF equipment) and configuration of one (1) collector.
- 2.2.2.2.2 Customer will provide necessary resources to energize and commission the routers and collectors for placement into permanent service.
- 2.2.2.2.3 Customer will provide installation-ready poles or towers (no less than 45 feet above ground) for mounting of RF collectors including power, grounding and WAN communication. Customer agrees to install facilities at its cost for the purposes of router and collector attachment to enable the routers and collectors to perform optimally and in accordance with the design.
- 2.2.2.2.4 Customer will arrange for underground facilities locating, in advance of construction, if ground disturbance is required.
- 2.2.2.2.5 Customer will arrange for power interruptions if required for construction.
- 2.2.2.2.6 Customer will install all collectors and routers and third party-ancillary equipment as per the design.
- 2.2.2.2.7 Customer will connect to applicable communication equipment to accommodate available utility fiber or communication network.

2.2.2.3 Commissioning

- 2.2.2.3.1 Customer responsibilities
 - (a) Customer will inspect the facilities to be placed into service.
 - (b) Customer will collect “red-line” as-built drawings and documents and perform data entry into Customer’s automated mapping/facilities management system.
 - (c) Customer will install switch numbers on the structure(s).
 - (d) Customer will energize the new facilities if they are determined to be ready to be placed into service.
 - (e) Customer will observe equipment testing and commissioning and accept that equipment if all acceptance requirements as defined in this Exhibit A are met and all deficiencies are remedied.
 - (f) Customer will collect commissioning reports.

2.2.3 Customer is responsible for meter installation.

2.2.4 Systems and Interfaces

2.2.4.1 Customer will design and develop interfaces which will be needed to support the System.

2.2.4.2 Customer will appoint a system administrator to become familiar with System operation.

2.2.4.3 Landis+Gyr requires remote access to all aspects of the System to support deployment. This includes Command Center server(s) and services (i.e. Mobile Admin), IP connections to all collectors, and any System encryption keys to access devices in the field such as routers and endpoints for all devices not hosted by Landis+Gyr. Customer shall supply an encrypted VPN solution to allow Landis+Gyr to access these parts of the System as needed. Landis+Gyr will require individual logons to the Customer VPN solution as well as Command Center and any other network resources needed to support the deployment. VPN access “to the field” is recommended over shared access via remote desktop or other terminal service.

2.2.4.4 Customer agrees to provide System encryption keys to accepted members of Landis+Gyr’s staff in order to support initial deployment and troubleshooting. Landis+Gyr will supply, at Customer request, Landis+Gyr’s I.T. Policies for encrypting and securing Landis+Gyr personal computer equipment against leakage of the Customer system encryption keys. Landis+Gyr staff will furnish all standard equipment (i.e., laptop, IWR Radio, software, etc.) to support its troubleshooting efforts on behalf of Customer. Customer may choose to audit each Landis+Gyr-supplied piece of equipment to fulfill Customer security policy once per visit.

COMMAND CENTER MANAGED SERVICES PACKAGE SCHEDULE

This Command Center Managed Services Package (“**MSP**”) Schedule (“**Schedule**”) is by and between Landis+Gyr Technologies, LLC (“**Landis+Gyr**”), with its main office at 6436 County Road 11, Pequot Lakes, MN 56472, and the City of Grand Island (“**Customer**”), with an office located at 100 East 1st Street, Grand Island, NE 68801. This Schedule is governed by the terms set forth in Landis+Gyr’s Master Agreement. This Schedule will commence on the last signature date below and remain in effect for a period of three (3) years.

1. **DEFINITIONS** As used in this Schedule these terms shall have the following meanings:

“**Schedule**” means the terms and conditions contained within this document and any attachments hereto or subsequently executed by the parties.

“**Equipment**” means hardware used to provide the Services, including features, peripherals and components.

“**Services**” means all MSP services which Customer acquires from Landis+Gyr.

“**Software**” means computer programs in any form that are utilized by Landis+Gyr to provide the Services and which are identified in Appendix A, including object code, source code, firmware, and microcode.

“**Command Center Software**” means the software that is used to operate Landis+Gyr’s AMR/AMI system.

2. **SCOPE OF SERVICE**

Landis+Gyr shall provide Customer with access to Services on the terms and conditions set forth in this Schedule. Landis+Gyr will provide Services that will enable Customer to access the Command Center Software.

- (a) **Landis+Gyr Services:** Services under this Schedule shall consist of the following: (1) Landis+Gyr shall set up Equipment allowing Customer to access Command Center Software on a Landis+Gyr server either through a subdirectory of a Landis+Gyr domain or through a domain registered by Customer, and (2) Landis+Gyr will comply with requirements set forth in Attachment A. Landis+Gyr shall use reasonable efforts to notify Customer of system change which materially affect the Services provided by Landis+Gyr to Customer.
- (b) **Customer Responsibilities:** Customer has several responsibilities to ensure that Landis+Gyr is able to provide the Services in a quality manner. Specific Customer responsibilities are set forth in Attachment A.

3. **PERFORMANCE OF SERVICES AND WARRANTY**

- (a) Landis+Gyr will provide the Services identified in Attachment A and any other services that are subsequently added to this Schedule by the parties. Landis+Gyr will be responsible for providing all Equipment and Software necessary for providing the Services.

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- (b) EXCEPT AS OTHERWISE STATED IN THIS SCHEDULE, ANY EQUIPMENT, SERVICES OR SOFTWARE PROVIDED BY LANDIS+GYR PURSUANT TO THIS SCHEDULE ARE PROVIDED WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE. UNLESS SPECIFICALLY SET FORTH HEREIN, LANDIS+GYR SHALL NOT BE LIABLE FOR ANY EXPENSE OR DAMAGES INCURRED BY CUSTOMER WHICH MAY ARISE OUT OF FAILURE OF THE SERVICES TO FUNCTION OR DUE TO ANY MALFUNCTION OF EQUIPMENT OR SOFTWARE OR LANDIS+GYR'S FAILURE TO PROVIDE SERVICES AS SET FORTH HEREIN, REGARDLESS OF THE CAUSE OF ACTION ON WHICH ANY CLAIM IS BASED, EXCEPT THAT LANDIS+GYR SHALL BE LIABLE FOR BODILY INJURY OR DEATH CAUSED BY THE NEGLIGENCE OR WILLFUL ACTS OF LANDIS+GYR IN PROVIDING SERVICES HEREUNDER. LANDIS+GYR WILL NOT BE RESPONSIBLE FOR ERRORS OR DELAYS RESULTING FROM THE FAULTY TRANSMISSION OF DATA FROM CUSTOMER OR ITS CUSTOMERS OR FOR DELAYS IN PROCESSING OR IN THE DELIVERY OF THE PROCESSED DATA DUE TO CAUSES BEYOND ITS CONTROL. IN NO EVENT WILL LANDIS+GYR BE LIABLE FOR ECONOMIC, CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL OR PUNITIVE DAMAGES ARISING FROM OR RELATING TO THE SERVICES OR THIS SCHEDULE.

4. FEE AND INVOICES

Landis+Gyr will issue invoices for Services on a monthly basis in accordance with the pricing set forth in Attachment B. Landis+Gyr will issue separate monthly invoices, which Customer agrees to pay, for any communications fees that are incurred by Landis+Gyr in providing Services. Payment terms for invoices are thirty (30) days after receipt of invoice.

5. CONFIDENTIAL INFORMATION

- (a) Customer may provide Landis+Gyr with information that is confidential or proprietary and Landis+Gyr shall take reasonable precautions to prevent such information from being divulged to third parties other than Landis+Gyr affiliates and except as provided in Section 8 below. This obligation of confidence shall survive the term of this Schedule and will continue for a period of two (2) years thereafter.
- (b) Non-confidential Information. The following information shall not be considered confidential:
1. Information which is already generally available to the public;
 2. Information which hereafter becomes generally available to public, except as a result of the action of Landis+Gyr; and
 3. Information which can be shown to have been known to Landis+Gyr prior to receipt from Customer.

6. PROGRAM MANAGEMENT

Both parties shall name a program manager with responsibility for managing the activities associated with this Schedule. The program manager will work together to resolve any issues that arise and will periodically meet to document and discuss the performance of the Services.

7. TERM AND TERMINATION

- (a) The term of this Schedule shall commence on the Effective Date and shall continue for the number of years stated above.
- (b) Either party may terminate this Schedule upon thirty (30) days prior written notice to the party for failure of such other party to fulfill any of its material obligations hereunder, provided, however, if during the period of such notice the other party shall have remedied such failure, this Schedule shall continue in full force and effect as it would have had such failure not occurred.
- (c) Either party may, with or without cause, terminate this Schedule upon sixty (60) days written notice to the other party.
- (d) The parties may elect to extend the term of this Schedule beyond the initial term by executing an amendment relating to an extension.
- (e) In the event that this Schedule is terminated Customer will be required to order Command Center Software from Landis+Gyr at the then current license fee prior to the termination date. Customer will also be required to sign the Landis+Gyr Support Agreement prior to the termination date.

8. REGULATORY AGENCIES AND OTHER LEGAL REQUIREMENTS

- (a) The data, records and reports to be generated received, or maintained by Landis+Gyr under this Schedule may be subject to examination by Federal and State regulatory agencies that have jurisdiction over Customer's business, to the same extent as such records would be subject if they were maintained and produced by Customer itself on its own premises. Landis+Gyr agrees to allow reasonable audits by and on behalf of Customer.
- (b) Customer will be solely responsible for maintaining records required by Federal and State regulatory agencies. The data, records and reports to be generated, received, or maintained by Landis+Gyr are not represented to comply with either Federal or State regulatory requirements.
- (c) Customer shall have the responsibility of notifying the appropriate Federal and State regulatory agencies, in accordance with their requirements, of all information required concerning the Services, including, but not limited to, the commencement of, termination of, and method and control procedure used in processing Customer's data.

9. GENERAL

- (a) This Schedule, together with the attachment and the Master Agreement, constitutes the complete and exclusive statement of the agreement of the parties with respect to the subject matter hereof, and supersedes all prior oral and written agreements, understandings and communications between the parties. This Schedule may not be amended except by an instrument signed by the parties. Failure to enforce any Schedule term is not a waiver of future enforcement of that or any other term. The provisions of this Schedule are severable; if any provision is held to be invalid, illegal or unenforceable, the remaining provisions will not in any way be affected or impaired by the holding. In the event of a conflict between the provisions of this Schedule and the Master Agreement, the provisions of the Master Agreement shall prevail.
- (b) No purchase order, purchase order acknowledgment, invoice, or other pre-printed form terms passing between the parties shall in any way modify or change this Schedule, and this Schedule may only be modified by written agreement which is expressly declared to be an amendment and which is signed by both parties.

Acknowledged and agreed to by the authorized representatives of the parties:

CUSTOMER

LANDIS+GYR TECHNOLOGIES, LLC

Signature: _____

Signature: _____

Typed: _____

Typed: _____

Title: _____

Title: _____

Date: _____

Date: _____

Attachment A Services Description

This Attachment A describes the Services and the responsibilities of the parties.

Landis+Gyr is responsible to:

1. Provide and Maintain Servers

Landis+Gyr will purchase all Equipment necessary to operate the Command Center Software and to provide the Services. Equipment will not be dedicated to any particular customer. Dedicated equipment is available for an additional fee. The physical database will not be shared across customers.

2. Install Software Upgrades

Landis+Gyr will install all Software upgrades on the Landis+Gyr Equipment. Software includes Command Center Software, operating system software, Microsoft®'s SQL Database and any software running on the Landis+Gyr Equipment. SOFTWARE DOES NOT INCLUDE MOBILE ADMINISTRATION SOFTWARE ("MAS") UPGRADES TO HANDHELD DEVICES, ENDPOINT PROGRAMMING SOFTWARE UPGRADES AT THE CUSTOMER SITE, OR SUBSTATION PROCESSING UNIT SOFTWARE UPGRADES. The MAS upgrade process can be found in the MAS technical publication, or the Customer may register for training on-line. Although Software does not include the MAS, Landis+Gyr, however, will assist Customer's upgrade of one (1) handheld when an upgrade is needed at Customer's request. Customer agrees to pay \$100.00 per handheld for any additional upgrade assistance.

3. Conduct Database Administration

Landis+Gyr will perform all database backup procedures and any other maintenance routines that are required by the database. Backups of the database will occur on a daily basis. Weekly back-up tapes are stored at an offsite storage location. The production environment will only house two years of live data. All other historical data can be made available to Customer if Customer requests.

4. Monitor Substation Communications

Landis+Gyr will monitor the status of communications to the substations. In the event of a fault during normal business hours, Landis+Gyr personnel will contact Customer by email or phone, if a phone number has been provided. If the communications fault is a result of a Landis+Gyr Equipment failure, Landis+Gyr will resolve the communications fault. If the communications fault is not the result of a Landis+Gyr Equipment failure, Landis+Gyr will report the fault for resolution by Customer. In the event of a fault as a result of a Landis+Gyr Equipment failure outside of normal business hours, Landis+Gyr will attempt to resolve the issue; however, no notice of the event will be made to the Customer. Customer is responsible for its own system administration. Should Customer require assistance with respect to communications to the substations, after hours assistance is available as described in Section 7 below.

5. Process Substation Communication Fees

If there are any substation communication fees that are being incurred by Landis+Gyr (i.e. long distance charges), Landis+Gyr will invoice Customer monthly for the substation communication fees, which Customer agrees to pay.

6. Perform to Uptime to Standards

System will be available 98% of a given month, other than for planned maintenance, updates, or force majeure. Planned maintenance and updates are not expected to exceed 10 hours in a normal month. Customer will be notified in advance by email of scheduled maintenance that is anticipated to involve system unavailability of two hours or more. Landis+Gyr will use commercially reasonable efforts to notify Customer at least 48 hours in advance to scheduled maintenance and updates. Landis+Gyr will use commercially reasonable efforts to perform scheduled maintenance outside the hours of 7AM – 7PM Central Standard Time, Monday – Friday. Landis+Gyr will use commercially reasonable efforts to notify Customer immediately if it is anticipated that the system will be unavailable for two hours or more due to unscheduled maintenance.

7. Provide Technical Support

The point of contact for support is the customer service call center. The phone number for the call center is: (888) 390-5733. Normal support hours are 7:00 A.M – 6:00 P.M. Central Time, Monday through Friday. After hours support is accessible 24 x 7 by calling the call center number and following the prompts.

8. Include Annual Support Agreement

Customer will receive the services and benefits outlined in Landis+Gyr's standard Support Agreement, which will be provided to Customer.

9. Provide Communication Hardware

Landis+Gyr will provide the modems and routers necessary to facility communication at the central hosting location. NOTE: CUSTOMER IS RESPONSIBLE FOR ANY COMMUNICATION EQUIPMENT NEEDED IN CONJUNCTION WITH THE SUBSTATION PROCESSING UNIT AT CUSTOMER SITE.

10. Deliver Disaster Recovery Protection

Landis+Gyr will provide disaster recovery for the hosted data and Command Center software in compliance with RUS CFR Part 1730.

11. Convert Data for TurtleWare Software (if applicable)

Landis+Gyr will assist Customer with the conversion data from TurtleWare to the Command Center as part of the hosting process.

Customer will:

1. Conduct Endpoint and Substation Equipment Field Maintenance

Customer will perform field maintenance work on the endpoints and substation equipment. This includes, but is not limited to, updating the substation processing unit software to the latest version of software.

2. Interface Billing data to Customer Billing System

Customer is responsible for executing the Billing Extract file utilizing the functionality built into the Command Center Software and loading it into Customer's billing system. Customer is also responsible for any exception processing that is associated with endpoints that do not have billing data available for a particular billing cycle window.

3. Provide Substation Communication

Customer is responsible for purchasing and physically maintaining all substation communications infrastructure.

4. Administer Login and Passwords

Customer is responsible for administering all Command Center logins and passwords for its employees.

5. Support Utility Consumer

Customer is responsible for handling all support for its own end-use consumers. Landis+Gyr will not provide any support regarding billing inquiries or any other matter for end-use consumers.

6. Install and Upgrade Endpoint Programmer Software

Customer is responsible to load and maintain Endpoint Programmer Software on desired hardware at their location.

7. Prepare TurtleWare Database for Conversion (if applicable)

Customer will, following Landis+Gyr-defined Command Center Pre-Installation Procedures, prepare the TurtleWare database prior to Landis+Gyr's conversion of TurtleWare data.

ATTACHMENT B
LANDIS+GYR COMMAND CENTER MANAGED SERVICES PACKAGE (MSP)
FEE SCHEDULE

MSP FEE SCHEDULE

The MSP fee, which will be billed on a monthly basis, is determined by the total number of endpoints deployed by Customer that are in the “deployed” status on the last business day of the previous month, as indicated by the Command Center Software. For one (1) year commencing on the Schedule’s last signature date, the monthly fee for the Services provided hereunder will be \$675.00 for up to 2,000 deployed endpoints. For the second and third years of the Schedule’s term, the then current monthly fee will be subject to increases in the CPI. Upon expiration of the third year of the term, Customer agrees to pay Landis+Gyr’s then current per deployed endpoint monthly fee for the Services.

COMMUNICATION FEES

Landis+Gyr may incur fees to communicate with Customer substations. Landis+Gyr will pay such fees and bill Customer for them, which Customer agrees to pay, at Landis+Gyr’s actual cost on a monthly basis.

RESOLUTION 2012-314

WHEREAS, the City of Grand Island invited sealed proposals for Automated Metering Infrastructure (AMI) Pilot System according to plans and specifications on file with the Utilities Department; and

WHEREAS, on August 30, 2012, proposals were received, opened and reviewed; and

WHEREAS, Landis and Gyr with Kriz Davis as the local representative, submitted a proposal in accordance with the terms of the advertisement of proposal and plans and specifications and all other statutory requirements contained therein, such proposal being in the amount of \$108,129.95; and an annual agreement for the hosted server from Landis and Gyr in the amount of \$8,100.00.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the proposal of Landis and Gyr in the amount of \$108,129.95, for Automated Metering Infrastructure Pilot System, and an annual agreement for the hosted server in the amount of \$8,100.00, is hereby approved as the lowest responsible proposal.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, October 23, 2012.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
October 19, 2012	☐ City Attorney