

MetronFarnierTM

Smart Water Meters & Systems

STANDARD FIELD SERVICES CONTRACT

This **FIELD SERVICES CONTRACT** (the "Contract") is dated as of _____ (the "Effective Date") and is by and between **METRON FARNIER, LLC** having a principal place of business at 5665 Airport Blvd, Boulder, CO 80301 ("Metron") and the Town of Fraser, CO (the "Utility"). Metron and Utility may be individually referred to as a "party" or collectively as the "parties" under this Contract.

1. Services

A. Generally. The Utility hereby commissions Metron to provide the field labor for water meter installations at the majority of the services in the Utility's distribution system.

B. Scope.

- i. Preliminary Documentation.** Utility will provide comprehensive information on the targeted replacement sites and any special project management requests at the time of notice-to-proceed. The site information list should include detailed meter information, meter sizes, sample pictures, line service information, service customer information, addresses, meter location and any known site problems. Project management requests include specific documentation, documentation formats, service customer interaction directions, site conduct, etc. Non-disclosed information or late project management requests may cause delays in the completion schedule. Such delays will be the responsibility of Utility.
- ii. Installation.** Metron promises and agrees to furnish to Utility all labor, installation materials, and equipment to perform the water meter replacement services described in Exhibit A ("Services"). The Metron Field Services Department will perform the work. Utility shall provide Metron with such resources, information, cooperation, and assistance as Metron may reasonably request in connection with the performance of the Services.
- iii. Standard vs. Non-Standard Installation.** The installation fee schedules in Exhibit A for standard meter replacements, where an AWWA compliant water meter is currently installed. Standard installations are services where the meter is accessible without dirt removal or excavation, and the shutoff valves are operating correctly. Metron will perform the meter exchanges on the Standard Installations and provide a list of the Non-Standard Installations for the Utility to address.
- iv. Locating Services.** If any meter site is unable to be located, Utility will assist Metron crew to locate. If Metron is unable to locate a significant percentage of the candidate services (more than 5%), utility will provide personnel to accompany Metron crews as needed.
- v. Safety.** Metron will take all necessary precautions for the safety of workers and will comply with all applicable provisions of Federal, State, and Municipal safety laws and building codes to prevent accidents or injury to persons on, about, or adjacent to the work site. Metron's employees and subcontractors will have visible signs on all vehicles and employees will have identification badges. Appropriate tools will always be used to perform the work.
- vi. Workmanship.** Metron employees will be dressed and act professional and courteous at all times. Work areas will be cleaned up and left in the same condition as when the work started.

vii. **Documentation.** Metron will maintain an online master worksheet for the installations. The information provided will include all the information listed below:

1. Master list
2. Installation schedule (if required)
3. Meter installation list
4. Date of replacement/installation
5. Technician name
6. Old (replaced) meter serial number
7. Final read of old (replaced) meter register
8. Pictures of old/new meters (if requested)
9. New meter serial number
10. Installation notes
11. Percent complete sheet
12. Monthly billing sheet

viii. **Waterscope Updates and Billing System Integration.** Metron will assist Utility in regular WaterScope updates. If part of the scope of services, Metron will also arrange the development and implementation of the billing system interface for the Utility's system.

ix. **Installation Time Table.** The work to be performed under this contract shall commence on the date of a formal notice-to-proceed from Utility (email, sent or signed by appropriate authority). The work shall be substantially completed within 180 business days after the date of such notice. Substantial completion is defined as the full installation of all Standard Installations that can be accessed and completed.

C. **Subcontracting.** Metron is entitled to engage third parties to carry out Metron's obligations under this Contract in part or in full, including without limitation activities that require personal attendance at the Property. Subcontractors, if utilized, would be under the same conditions of quality and workmanship.

2. Fees and Payments.

A. **Generally.** Metron will invoice the Utility for the fees and service rates identified in Exhibit A. Fees are exclusive of all applicable taxes. In the event that Sales Tax for the services provided is required, the Sales Tax amounts will be added to each invoice.

B. **Payment.** Metron will provide access to Utility for the online project book which shows installations and percent completion statistics. Installed meters will be included on the following MaaS invoice to utility.

C. Metron will make all efforts to complete the full list of targeted replacements. All Non-Standard Installations, including inoperable shutoff valves, buried meters, inaccessible meter boxes and meters that were not located will be turned back to utility for future replacement.

3. Warranty.

A. **Services.** Metron warrants to Utility that the Services will be performed in a professional manner consistent with industry standards. Utility's sole and exclusive remedy with respect to this warranty, and Provider's sole and exclusive liability for any breach of this warranty, will be, if Utility notifies Provider of any nonconformance within 30 days of performance, for Provider to promptly re-perform the nonconforming Services at no additional cost to Utility.

B. **Equipment.** All metering and electronic equipment is warranted through normal product channels of Metron outside of this Contract.

C. **Disclaimer.** EXCEPT FOR THE LIMITED WARRANTIES SET FORTH IN THIS SECTION, THE SERVICES AND ANY EQUIPMENT ARE PROVIDED "AS IS," WITHOUT REPRESENTATIONS OR WARRANTIES OF ANY KIND. METRON EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT, AND ANY IMPLIED WARRANTIES ARISING OUT OF COURSE OF PERFORMANCE OR COURSE OF

DEALING. METRON DOES NOT WARRANT
WILL MEET UTILITY'S REQUIREMENTS.

THAT THE SERVICES OR THE EQUIPMENT

4. Limitation on Liability.

A. IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, EXEMPLARY, SPECIAL, OR INCIDENTAL DAMAGES, INCLUDING ANY LOST DATA AND LOST PROFITS, ARISING FROM OR RELATING TO THIS AGREEMENT, THE USE OF OR INABILITY TO USE THE EQUIPMENT OR ANY SERVICES OR EQUIPMENT PROVIDED HEREUNDER, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. METRON'S TOTAL CUMULATIVE LIABILITY IN CONNECTION WITH ANY SERVICES OR EQUIPMENT PROVIDED UNDER THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR OTHERWISE, WILL NOT EXCEED THE AMOUNT OF FEES PAID TO METRON UNDER THIS CONTRACT DURING THE TWELVE (12) MONTH PERIOD PRECEDING THE EVENTS GIVING RISE TO SUCH LIABILITY. UTILITY ACKNOWLEDGES THAT THE FEES REFLECT THE ALLOCATION OF RISK BETWEEN THE PARTIES AND THAT METRON WOULD NOT ENTER INTO THIS CONTRACT WITHOUT THESE LIMITATIONS ON METRON'S LIABILITY.

5. Term.

A. Term. This Contract will become effective on the Effective Date, and unless terminated earlier as set forth herein, will continue until the Services are complete, unless terminated earlier as allowed in the Contract.

B. Termination. Either party may terminate this Contract, immediately upon written notice to the other party, without judicial or arbitral action and without prejudice to any other remedies it may have, if the other party materially breaches any of its obligations under this Contract and fails to remedy such material breach to the notifying party's satisfaction within 30 days after it demands such cure. Upon the expiration or termination of the Contract for any reason, Utility will promptly pay Metron all fees that are due and payable as of the effective date of expiration or termination.

6. General.

A. Governing Law. This Contract shall be governed by the laws of the State of Colorado, without regard to its principles of conflicts of law that would require the application of the laws of a different jurisdiction. The parties expressly exclude the application of the United Nations Convention on the International Sale of Goods. Any disputes arising in connection with or out of this Contract shall be finally settled by binding arbitration at Judicial Arbiters Group in Denver, Colorado.

B. Relationship of Parties. The relationship of the parties established under this Contract is that of Metron being an independent contractor to the Utility and neither party is a partner, employee, agent or joint venture partner of or with the other, and neither party has the right or authority to assume or create any obligation on behalf of the other party.

C. Assignment. Utility may not assign its rights or delegate its obligations under this Contract without the prior written consent of the other party.

D. Notices. Any notices or other communications required or permitted to be given or delivered hereunder shall be in writing and shall be delivered personally, by courier service, by facsimile machine, email or by registered or certified mail, return receipt requested, postage pre-paid, to Metron and to Utility at the addresses set forth above, or to such other addresses as a party may designate pursuant to this notice provision. Any notice given shall be deemed to have been received on the date on which it is delivered personally, by courier service or by facsimile, or, if mailed, on the third business day following the mailing thereof.

E. Force Majeure. Neither party shall be liable for any breach of the Contract, other than any default in payment obligations, for any delay or failure of performance resulting from any cause beyond such party's reasonable control, including but not limited to the weather, civil disturbances, acts of civil or military authorities, or acts of God.

F. Severability. If any provision of this Contract is held by a court of competent jurisdiction to be unenforceable, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions of this Contract will continue in full force and effect.

G. Waiver. Any waiver or failure to enforce any provision of this Contract on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.

H. Entire Agreement. This Contract and its exhibits constitute the entire contract between the parties with regard to the subject matter hereof. No oral or written representation that is not expressly contained in this Contract is binding on Metron or Utility. No amendment to this Contract shall be binding on either party unless in writing and signed by both parties.

I. Counterparts. This Contract may be executed in separate counterparts, each of which shall be deemed an original and all of which shall be deemed one and the same instrument.

IN WITNESS WHEREOF, the duly authorized representatives of Metron and Utility have executed this Field Services Contract as of the Effective Date.

METRON: METRON-FARNIER, LLC

UTILITY: _____

Authorized Signature

Authorized Signature

Print Name

Print Name

Title

Title

Date

Date

Exhibit A**PRICING**

Meter locations: Indoor All _____ Outdoor _____ Mixed _____

Antenna Location: Stubby / Indoor

Meter type/model to be replaced/retrofitted:

<u>Product</u>	<u>Qty</u>	<u>Price</u>	<u>Extended</u>
Residential meters	100	\$150.00	\$15,000.00
1" meters	0	\$300.00	\$0.00
1.5" meters	0	\$450.00	\$0.00
2" meters	0	\$600.00	\$0.00
3" meters	0	\$1,200.00	\$0.00
4" meters	0	\$1,500.00	\$0.00
6" meters	0	\$2,800.00	\$0.00
8" meters	0	\$0.00	\$0.00
Register Replacement	0	\$0.00	\$0.00
Other	0	\$0.00	\$0.00
 Total	100		\$15,000.00
Non-Standard Work Labor		\$95/hr/person	
Non-Standard Work Materials		To be quoted per circumstance	
Non-Standard Work Travel/Housing		To be quoted per circumstance	

CONTACTS

Utility Contact Name: Lucas Seffens

Primary Contact Email: lseffens@town.fraser.co.us

Primary Contact Number: 970-531-1241, 970-531-7701

Billing Contact Name: Becky Allison

Billing Contact Email: ballison@town.fraser.co.us

Billing Contact Number: 970-726-5491 ext 206