

# LEGISLATIVE TRACKING FORM

Filing for Council Meeting Date: 02/03/26
 Resolution  Ordinance

Contact/Prepared By: \_\_\_\_\_

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

Title (Caption): An ordinance approving amendment two to a contract between The Metropolitan Government of Nashville and \_\_\_\_\_  
 Davidson County and Hydromax USA, LLC for valve exercising and hydrant maintenance services.

Submitted to Planning Commission?  N/A  Yes-Date: \_\_\_\_\_ Proposal No: \_\_\_\_\_

Proposing Department: \_\_\_\_\_ Requested By: \_\_\_\_\_

Affected Department(s): \_\_\_\_\_ Affected Council District(s): \_\_\_\_\_

## Legislative Category (check one):

Bonds  
 Budget - Pay Plan  
 Budget - 4%  
 Capital Improvements  
 Capital Outlay Notes  
 Code Amendment  
 Condemnation

Contract Approval  
 Donation  
 Easement Abandonment  
 Easement Accept/Acquisition  
 Grant  
 Grant Application  
 Improvement Acc.

Intergovernmental Agreement  
 Lease  
 Maps  
 Master List A&E  
 Settlement of Claims/Lawsuits  
 Street/Highway Improvements  
 Other: \_\_\_\_\_

FINANCE Amount +/-: \$ \_\_\_\_\_

Match: \$ \_\_\_\_\_

Funding Source: Capital Improvement Budget  
 Capital Outlay Notes  
 Departmental/Agency Budget  
 Funds to Metro  
 General Obligation Bonds  
 Grant  
 Increased Revenue Sources

Judgments and Losses  
 Local Government Investment Project  
 Revenue Bonds  
 Self-Insured Liability  
 Solid Waste Reserve  
 Unappropriated Fund Balance  
 4% Fund  
 Other: \_\_\_\_\_

Date to Finance Director's Office: 1/18/2026 | 6:39 PM CST

Approved by OMB: Daniel Harden  
 Approved by Finance/Accounts: \_\_\_\_\_  
 Approved by Div Grants Coordination: \_\_\_\_\_

APPROVED BY  
 FINANCE DIRECTOR'S OFFICE: Jennifer Reed/mjw

## ADMINISTRATION

Council District Member Sponsors: \_\_\_\_\_

Council Committee Chair Sponsors: \_\_\_\_\_

Approved by Administration: \_\_\_\_\_ Date: \_\_\_\_\_

DEPARTMENT OF LAW Date to Dept. of Law: \_\_\_\_\_ Approved by Department of Law: \_\_\_\_\_

Settlement Resolution/Memorandum Approved by: \_\_\_\_\_

Date to Council: \_\_\_\_\_ For Council Meeting: \_\_\_\_\_  E-mailed Clerk

All Dept. Signatures  Copies  Backing  Legislative Summary  Settlement Memo  Clerk Letter  Ready to File

ORDINANCE NO. \_\_\_\_\_

An ordinance approving amendment two to a contract between The Metropolitan Government of Nashville and Davidson County and Hydromax USA, LLC for valve exercising and hydrant maintenance services.

WHEREAS, The Metropolitan Government of Nashville and Davidson County previously entered into a contract (Contract Number 6485695) with Hydromax USA, LLC; and

WHEREAS, the parties wish to extend the term of the contract an additional six (6) months for a total of sixty-six (66) months; and,

WHEREAS, the parties wish to amend the proof of insurance clause by removing the requirement to identify the project name, RFQ, or description and add required language regarding the boycott of Israel; and,

WHEREAS, it is to the benefit of the citizens of The Metropolitan Government of Nashville and Davidson County that amendment one be approved.

NOW THEREFORE, BE IT ENACTED BY THE COUNCIL OF THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY:

Section 1: That amendment two to the contract between The Metropolitan Government of Nashville and Davidson County and Hydromax USA, LLC, attached hereto and incorporated herein, is hereby approved, and the Metropolitan Mayor is authorized to execute the same.

Section 2: That this ordinance shall take effect from and after its adoption, the welfare of The Metropolitan Government of Nashville and Davidson County requiring it.

RECOMMENDED BY:

Dennis Rowland  
Dennis Rowland  
Purchasing Agent

INTRODUCED BY:

\_\_\_\_\_

APPROVED AS TO AVAILABILITY  
OF FUNDS:

Jenneen Reed/mjr  
Jenneen Reed, Director  
Department of Finance

\_\_\_\_\_

Member(s) of Council

APPROVED AS TO FORM AND  
LEGALITY:

Justin Marsh  
Assistant Metropolitan Attorney

{N0738021.1}

# Contract Amendment Abstract

## Contract Amendment Information

Contract Title: Valve Exercising and Hydrant Maintenance Service

Amendment Summary: Amend clause 3.1 Contract Term to add 6 months, Amend clause 7.1 Proof of Insurance to remove RFQ, name, or description requirement and Add Israel Boycott Language as clause 8.28.

Contract Number: 6485695 Amendment Number: 2 Request Number: A2026074

Type of Contract: IDIQ Contract Requires Council Legislation: Yes

High Risk Contract (Per Finance Department Contract Risk Management Policy): No

Sexual Harassment Training Required (per BL2018-1281): Yes

Contract Start Date: 03/02/2021 Contract Expiration Date: 09/01/2026 Contract Term: 66 Months

Previous Estimated Contract Life Value: \$3,000,000.00

Amendment Value: \$0 Fund: 67331\*

New Estimated Contract Life Value: \$3,000,000.00 Cost Center: 65556810\*

\* Depending on contract terms, actual expenses may hit across various departmental BUs and Funds at PO Levels)

Payment Terms: Net 30 Selection Method: RFP

Procurement Staff: John Stewart BAO Staff: Evans Cline

Procuring Department: Water Services

Department(s) Served: Water Services

## Prime Contractor Information

Prime Contracting Firm: Hydromax USA LLC ISN#: 8023

Address: 14301 FNB Pkwy, Ste 301 City: Omaha State: NE Zip: 68154-5299

Prime Contractor is a Uncertified/Unapproved: SBE  SDV  MBE  WBE  LGBTBE  (select/check if applicable)

Prime Company Contact: Andrew S. Apgar Email Address: andrew.apgar@hydromaxusa.com Phone #: 863-398-9202

Prime Contractor Signatory: Michael Farmer Email Address: michael.farmer@hydromaxusa.com

## Business Participation for Entire Contract

Small Business and Service Disabled Veteran Business Program: SBE/SDV Participation

Amount: N/A Percent, if applicable: 17%

Equal Business Opportunity Program: Program Not Applicable

MBE Amount: N/A MBE Percent, if applicable: N/A

WBE Amount: N/A WBE Percent, if applicable: N/A

Federal Disadvantaged Business Enterprise: No

Amount: N/A Percent, if applicable: N/A

Note: Amounts and/or percentages are not exclusive.

B2GNow (Contract Compliance Monitoring): Yes



**AMENDMENT NUMBER 2 TO CONTRACT NUMBER 6485695  
BETWEEN  
THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY  
AND HYDROMAX USA LLC**

This Amendment is entered into on the day this document is filed with the Metropolitan Clerk's Office, by and between THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY (METRO) and HYDROMAX USA LLC located in OMAHA, NE.

**WITNESSETH**

**WHEREAS**, the parties desire to modify the terms and conditions and to add or delete certain other terms and conditions to their original agreement dated March 2, 2021, Metro Contract numbered 6485695, hereinafter the "CONTRACT", the parties hereby agree as set forth below:

This amendment affects the following changes to the contract:

1. Amend clause 3.1 Contract Term to add 6 months. Amended clause shall read as follows:

"The Contract Term will begin on the date this Contract is approved by all required parties and filed in the Metropolitan Clerk's Office. The Contract Term will end sixty-six (66) months from the date of filing with the Metropolitan Clerk's Office.

2. Amend clause 7.1 Proof of Insurance to remove RFQ, name, or description requirement. Amended clause shall read as follows:

"During the term of this Contract, for any and all awards, CONTRACTOR shall, at its sole expense, obtain and maintain in full force and effect for the duration of this Contract, including any extension(s), the types and amounts of insurance identified below. Proof of insurance shall be required naming METRO as additional insured on the ACORD document."

3. Add Israel Boycott Language as clause 8.28. Added clause shall read as follows:

"The Contractor certifies that it is not currently engaged in and will not for the duration of the contract engage in, a boycott of Israel as defined by Tenn. Code Ann. § 12-4-119. This provision shall not apply to contracts with a total value of less than two hundred fifty thousand dollars (\$250,000) or to contractors with less than ten (10) employees."

This amendment shall not be binding upon the parties until it has been signed by the CONTRACTOR and authorized representatives of the Metropolitan Government and filed in the office of the Metropolitan Clerk.

[BALANCE OF PAGE IS INTENTIONALLY LEFT BLANK]

Contract Number 6485695Amendment Number 2**THE METROPOLITAN GOVERNMENT OF  
NASHVILLE AND DAVIDSON COUNTY****APPROVED AS TO PROJECT SCOPE:**Scott Potter

Dept. / Agency / Comm. Head or Board Chair.

TV

Dept. Fin.

**APPROVED AS TO COMPLIANCE WITH  
PROCUREMENT CODE:**Dennis Rowland

Purchasing Agent

DR

Purchasing

**APPROVED AS TO AVAILABILITY OF FUNDS:**Jeanneen Reed/Mall

Director of Finance

DH

BA

**APPROVED AS TO FORM AND LEGALITY:**Justin Marsh

Metropolitan Attorney

LBG

Insurance

Metropolitan Mayor

COO

**ATTESTED:**Metropolitan Clerk

Date

**CONTRACTOR**Hydromax USA, LLC

Company Name

Michael Farmer

Signature of Company's Contracting Officer

Michael Farmer

Officer's Name

Chief Financial officer

Officer's Title



# CERTIFICATE OF LIABILITY INSURANCE

2/15/2026

DATE (MM/DD/YYYY)

2/12/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERs NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	Lockton Companies, LLC 500 W. Monroe, Ste. 3400 Chicago IL 60661 (312) 669-6900 midwestcertificates@lockton.com	CONTACT			
		NAME: PHONE (A/C, No. Ext): E-MAIL ADDRESS:	FAX (A/C, No):		
		INSURER(S) AFFORDING COVERAGE		NAIC #	
		INSURER A : The Travelers Indemnity Company of America		25666	
		INSURER B : The Travelers Indemnity Company of Connecticut		25682	
		INSURER C : Travelers Property Casualty Company of America		25674	
		INSURER D : The Phoenix Insurance Company		25623	
		INSURER E : St. Paul Surplus Lines Insurance Company		30481	
		INSURER F :			

**COVERAGES**      **CERTIFICATE NUMBER:** 18942528      **REVISION NUMBER:** XXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS			
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Deductible: \$2,500  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO- JECT <input type="checkbox"/> LOC  OTHER:		Y	Y	DT-CO-158D2429-TIA-25	2/15/2025	2/15/2026	EACH OCCURRENCE	\$ 1,000,000	
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000		
							MED EXP (Any one person)	\$ 10,000		
							PERSONAL & ADV INJURY	\$ 1,000,000		
							GENERAL AGGREGATE	\$ 2,000,000		
							PRODUCTS - COMP/OP AGG	\$ 2,000,000		
								\$		
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY		N	N	810-158D2430-25-26	2/15/2025	2/15/2026	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000	
							BODILY INJURY (Per person)	\$ XXXXXXX		
							BODILY INJURY (Per accident)	\$ XXXXXXX		
							PROPERTY DAMAGE (Per accident)	\$ XXXXXXX		
								\$ XXXXXXX		
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB		X	OCCUR	N	N	CUP-4W507598-25-26	2/15/2025	2/15/2026	
				CLAIMS-MADE			EACH OCCURRENCE	\$ 10,000,000		
							AGGREGATE	\$ 10,000,000		
								\$ XXXXXXX		
D	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y / N <input checked="" type="checkbox"/> N	N / A	N	UB-4W129884-25-26-G	2/15/2025	2/15/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH- ER	
							E.L. EACH ACCIDENT	\$ 1,000,000		
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000		
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000		
E	Professional/Pollution Liability		N	N	ZCE-81N89568	2/15/2025	2/15/2026	\$5,000,000 Ea claim/Agg / Ded:\$50K		

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**

RE: Contract #6485695 Valve Exercising and Hydrant Maintenance Service. Metropolitan Government of Nashville and Davidson County, its officers, employees, and volunteers, is included as additional insured(s) on a Primary and Non-contributory basis if required by written contract with respect to General Liability per the terms and conditions of the policy. A waiver of subrogation applies in favor of the Additional Insureds if required by written contract with respect to General Liability per the terms and conditions of the policy where permitted by state law.

**CERTIFICATE HOLDER**

**18942528**  
 Purchasing Agent  
 Metropolitan Government of Nashville  
 and Davidson County Metro Courthouse  
 Nashville TN 37201

**CANCELLATION** See Attachment

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE  
THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN  
ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Purchasing Agent  
Metropolitan Government of Nashville  
and Davidson County Metro Courthouse

**To whom it may concern:**

In our continuing effort to provide timely certificate delivery, Lockton Companies is transitioning to paperless delivery of Certificates of Insurance.

To ensure electronic delivery for future renewals of this certificate, we need your email address. Please contact us via one of the methods below, referencing Certificate ID **18942528**.

- Email: [Chicagoedelivery@lockton.com](mailto:Chicagoedelivery@lockton.com)
- Phone: 866-297-8023

If you received this certificate through an internet link where the current certificate is viewable, we have your email and no further action is needed.

In the event your mailing address has changed, will change in the future, or you no longer require this certificate, please let us know using one of the methods above.

*The above inbox is for automating electronic delivery of certificates only. Please do NOT send future certificate requests to this inbox.*

Thank you for your cooperation and willingness in reducing our environmental footprint.

**Lockton Companies**

A2026074

Monday, November 10, 2025



# Contract Amendment Request Form

Request an Amendment to a Metro Contract

An amendment is appropriate when the duration, value, scope, terms, or other aspects of an existing Metro contract need to be modified.

Questions? Email [PRG@nashville.gov](mailto:PRG@nashville.gov).

## Departmental Information

<b>What is your name?</b>	Stephanie Belcher
<b>What is your department?</b>	Water Services
<b>What is your email address?</b>	stephanie.belcher@nashville.gov
<b>What is your phone number?</b>	(615) 862-4513
<b>What is the number of the contract being amended?</b>	6485695
<b>What is the title of the contract being amended?</b>	Valve Exercising and Hydrant Maintenance Services
<b>What is this amendment number?</b>	2

## Supplier Information

<b>Who is the supplier?</b>	Hydromax USA LLC
<b>What is the supplier's address?</b>	344 Inderrieden Road, PO Box 70 Chandler, IN, 47610
<b>Is the supplier registered in iSupplier?</b>	Yes
<b>If yes, what is the supplier's ISN?</b>	8023
<b>Who is contract signatory for the supplier?</b>	Michael Farmer
<b>What is the supplier contract signatory's email address?</b>	Michael.Farmer@hydromaxusa.com

**What is the supplier contract signatory's phone number?** (863) 398-9202

## Amendment Information

Select all that apply & upload supplemental information as appropriate.

**Will this amendment change the duration of the existing contract?**  Yes.

**If yes, what will be the new end date for this contract?** Tuesday, September 1, 2026

**Will this amendment change the value of the existing contract?**  No.

**Will this amendment change the scope of work of the existing contract?**  No.

**Will this amendment change the terms & conditions of the existing contract?**  No.

**Explain any additional changes resulting from this amendment not described above.**

Contract currently expires on 3/1/2026. Due to transition to Oracle Cloud, the procurement for this service will be delayed. In order to continue doing business, Metro Water will need to extend this contract until a new requisition for the solicitation can be entered, assigned to a buyer, solicited and a new contract executed.

## Financial & Accounting Information

Requests that do not include full or accurate accounting information will be returned.

Prior to submiting an amendment request, please confirm both appropriate accounting information and budget availability with your finance manager and/or OMB budget analyst.

**What is the fund number for this purchase?** 67331

**What is the business unit (BU) number for this purchase?** 65556810

**What is the object account number for this purchase?** 502902

**I have confirmed with both my department finance manager and/or OMB budget analyst the accuracy of the financial information provided and sufficient fund availability for this request.**

Yes

**I affirm that I am authorized by the appropriate individuals in my department, including my director or their designee, to submit this amendment request.**

Yes

## Amendment Request Review

<b>Reviewed By:</b>	Gary C. Clay	<b>Department:</b>	Water
<b>Contract #:</b>	6485695	<b>Unique ID No.</b>	
<b>Contractor Name:</b>	Hydromax USA LLC	<b>Contract Description:</b>	Valve Exercising and Hydrant Maintenance Service
<b>Amendment No:</b>	2	<b>Amendment Amount:</b>	0
<b>Recommendation:</b>	<b>Approve</b>		

**Review:**

Note, this is amendment number 2.

This amendment does **not** revise the estimated contract value.

- Amendment has no impact on the scope of the contract.
- Amendment has no impact on the terms & conditions of the existing contract.
- Amendment will extend the **contract term** six months to 9/1/2026.
- Amendment will require council approval (>60 months).
- Amend clause **7.1 Proof of Insurance** to remove the requirement to identify the project name, RFQ or Contract number on the ACORD document.
- Insert **Boycott of Israel** clause as 8.18 and renumber each subsequent clause.

Based on the above, amendment is **recommended**.

**FILED BY THE METROPOLITAN CLERK:**

*Elizabeth Waites*

Metropolitan Clerk

3/2/2021 | 7:45 AM CST

Date



### Amendment Request Signature Form

<b>Amendment Number</b>	A2026074
<b>Date Received</b>	November 10, 2025

To Whom It May Concern,

I have read the attached Amendment Request Review and concur with the recommendation contained therein.

Should you have questions, please contact the reviewer or reach out to me directly.

Regards,

---

*Dennis Rowland*

**Dennis Rowland**  
**Purchasing Agent & Chief Procurement Officer**

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11/14/2025 | 11:57 AM CST

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Date Signed



# Contract Amendment Abstract

## Contract Amendment Information

Contract Title: Valve Exercising and Hydrant Maintenance Service

Amendment Summary: Amend Clause 4.4 Escalation/De-Escalation to say Exhibit B-Pricing, rather than Exhibit

A-Scope of Work; Remove and Replace Exhibit B-Pricing with Updated Exhibit B-Pricing with updated escalated pricing

Contract Number: 6485695 Amendment Number: 1 Request Number: A2022109

Type of Contract: IDIQ Contract Requires Council Legislation: No

High Risk Contract (Per Finance Department Contract Risk Management Policy): No

Sexual Harassment Training Required (per BL2018-1281): Yes

Contract Start Date: 3/2/21 Contract Expiration Date: 3/1/26 Contract Term: 60 Months

Previous Estimated Contract Life Value: \$3,000,000.00

Amendment Value: \$0 Fund: 67331\*

New Estimated Contract Life Value: \$3,000,000.00 BU: 65556810\*

\* Depending on contract terms, actual expenses may hit across various departmental BUs and Funds at PO Levels)

Payment Terms: Net 30 Selection Method: RFP

Procurement Staff: John Stewart BAO Staff: Evans Cline

Procuring Department: Water Services Department(s) Served: Water Services

## Prime Contractor Information

Prime Contracting Firm: Hydromax USA LLC Phone #: 863-398-9202 ISN#: 8023

Address: 14301 FNB Pkwy, Ste 301 City: Omaha State: NE Zip: 68154-5299

Prime Contractor is a Uncertified/Unapproved : SBE  SDV  MBE  WBE  (check if applicable)

Prime Company Contact: Andrew S. Apgar Email Address: andrew.apgar@hydromaxusa.com

Prime Contractor Signatory: Andrew S. Apgar Email Address: andrew.apgar@hydromaxusa.com

## Disadvantaged Business Participation for Entire Contract

Small Business and Service-Disabled Veteran Business Program:

SBE/SDV Participation Amount: TBD Percent, if applicable: 17%

Equal Business Opportunity Program:

Program Not Applicable Amount: N/A Percent, if applicable: N/A

Federal Disadvantaged Business Enterprise:

No Amount: N/A Percent, if applicable: N/A

\* Amounts and/or percentages are not exclusive

B2GNow (Contract Compliance Monitoring): Yes



**AMENDMENT NUMBER 1 TO CONTRACT NUMBER 6485695  
BETWEEN  
THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY  
AND HYDROMAX USA LLC**

This Amendment is entered into on the day this document is filed with the Metropolitan Clerk's Office, by and between THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY (METRO) and HYDROMAX USA LLC located in OMAHA, NE.

**WITNESSETH**

**WHEREAS**, the parties desire to modify the terms and conditions and to add or delete certain other terms and conditions to their original agreement dated March 2, 2021, Metro Contract numbered 6485695, hereinafter the "CONTRACT", the parties hereby agree as set forth below:

This amendment affects the following changes to the contract:

1. Amend Section 4.4 Escalation/De-Escalation to remove reference to Exhibit A and replace with Exhibit B. The amended clause shall read as follows:

"This Contract is eligible for annual escalation/de-escalation adjustments. The request for adjustment must be in accordance with Exhibit B and submitted by CONTRACTOR to the Purchasing Agent no less than sixty (60) days prior to the annual anniversary of the filing of this Contract with the METRO Clerk's Office. Any such adjustment, if approved by the Purchasing Agent, shall become effective on the anniversary of the filing of this Contract with the METRO Clerk's Office."

2. Remove and Replace Exhibit B-Pricing with new updated Exhibit B-Pricing to reflect new escalated prices.

This amendment shall not be binding upon the parties until it has been signed by the CONTRACTOR and authorized representatives of the Metropolitan Government and filed in the office of the Metropolitan Clerk.

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Contract Number 6485695  
 Amendment Number 1

**THE METROPOLITAN GOVERNMENT OF  
NASHVILLE AND DAVIDSON COUNTY**

**APPROVED AS TO PROJECT SCOPE:**

*Scott Potter*

Dept. / Agency / Comm. Head or Board Chair.

*ADM*

Dept. Fin.

**APPROVED AS TO COMPLIANCE WITH  
PROCUREMENT CODE:**

*Michelle A. Hernandez, Lane*

Purchasing Agent

*JLR*

Purchasing

**APPROVED AS TO AVAILABILITY OF FUNDS:**

*Kelly Flannery, TJE*

Director of Finance

*RW*

BA

**APPROVED AS TO FORM AND LEGALITY:**

*Tara Ladd*

Metropolitan Attorney

*BL*

Insurance

*John Cooper*

Metropolitan Mayor

*kln*

COO

**ATTESTED:**

*Austin Kyle*

Metropolitan Clerk

3/14/2022 | 3:18 PM CDT

Date

**CONTRACTOR**

**HydromaxUSA**

Company Name

*Randall Wilson*

Signature of Company's Contracting Officer

*Randall Wilson*

Officer's Name

**Chief Financial Officer**

Officer's Title

## Exhibit B-Pricing Contract 6485695

Item No.	Description	Unit	Current Unit Price	% Escalation	Proposed Unit Price
1	Locate the Valves or Hydrants: Cannot Locate (CNL). See Scope Document for pay item description.	EA	\$5.00	2.00%	\$5.10
2	Accessing the Valves or Hydrants: Cannot Access (CNA). See Scope Document for pay item description.	EA	\$1.00	2.00%	\$1.02
3	Clean Out Valve Box/Vault: See Scope Document for pay item description.	EA	\$5.00	2.00%	\$5.10
4	Valve Exercising: 4 inches and smaller. See Scope Document for pay item description.	EA	\$30.00	2.00%	\$30.60
5	Valve Exercising: 6 inches. See Scope Document for pay item description.	EA	\$30.00	2.00%	\$30.60
6	Valve Exercising: 8 inches. See Scope Document for pay item description.	EA	\$46.00	2.00%	\$46.92
7	Valve Exercising: 10 inches. See Scope Document for pay item description.	EA	\$46.00	2.00%	\$46.92
8	Valve Exercising: 12 inches. See Scope Document for pay item description.	EA	\$46.00	2.00%	\$46.92
9	Valve Exercising: 16 inches. See Scope Document for pay item description.	EA	\$115.00	2.00%	\$117.30
10	Valve Exercising: 18 inches. See Scope Document for pay item description.	EA	\$155.00	2.00%	\$158.10
11	Valve Exercising: 20 inches. See Scope Document for pay item description.	EA	\$155.00	2.00%	\$158.10
12	Valve Exercising: 24 inches. See Scope Document for pay item description.	EA	\$155.00	2.00%	\$158.10
13	Valve Exercising: 30 inches. See Scope Document for pay item description.	EA	\$295.00	2.00%	\$300.90
14	Valve Exercising: 36 inches. See Scope Document for pay item description.	EA	\$295.00	2.00%	\$300.90
15	Valve Exercising: 42 inches. See Scope Document for pay item description.	EA	\$295.00	2.00%	\$300.90
16	Valve Exercising: 48 inches. See Scope Document for pay item description.	EA	\$295.00	2.00%	\$300.90
17	Valve Exercising: 60 inches. See Scope Document for pay item description.	EA	\$295.00	2.00%	\$300.90
18	Hydrant Lower Barrel Repair. See Scope Document for pay item description.	LS	\$185.00	2.00%	\$188.70
19	Hydrant Upper Barrel Repair. See Scope Document for pay item description.	LS	\$370.00	2.00%	\$377.40
20	Hydrant Flowing. See Scope Document for pay item description.	EA	\$43.50	2.00%	\$44.37
21	Inoperable Assets. See Scope Document for pay item description.	EA	\$25.00	2.00%	\$25.50

Escalation Index	Maximum Annual Percentage
US Consumer Price Index	2%



# CERTIFICATE OF LIABILITY INSURANCE

1/4/2023

DATE (MM/DD/YYYY)

3/7/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERs NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	Lockton Insurance Brokers, LLC CA License #OF15767 Three Embarcadero Center, Suite 600 San Francisco CA 94111 (415) 568-4000	CONTACT NAME: PHONE (A/C, No, Ext):	FAX (A/C, No):	
		E-MAIL ADDRESS:		
INSURER(S) AFFORDING COVERAGE		NAIC #		
INSURER A : The Travelers Indemnity Company of Connecticut		25682		
INSURER B : Travelers Indemnity Company of America		25666		
INSURER C : Travelers Property Casualty Co of America		25674		
INSURER D : The Charter Oak Fire Insurance Company		25615		
INSURER E : Underwriters at Lloyds of London		10736		
INSURER F :				

COVERAGES HYDUS03 CERTIFICATE NUMBER: 18246839 REVISION NUMBER: XXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Deductible: \$2,500  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO- JECT <input type="checkbox"/> LOC  OTHER:		Y	Y	DT-CO-8R413851-TCT-22	1/4/2022	1/4/2023	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000	
							MED EXP (Any one person)	\$ 5,000	
							PERSONAL & ADV INJURY	\$ 1,000,000	
							GENERAL AGGREGATE	\$ 2,000,000	
							PRODUCTS - COMP/OP AGG	\$ 2,000,000	
								\$	
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> Comp/Coll DED: \$5K/\$1K Trailer		N	N	DT-810-8R407506-22-26	1/4/2022	1/4/2023	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$ XXXXXXX	
							BODILY INJURY (Per accident)	\$ XXXXXXX	
							PROPERTY DAMAGE (Per accident)	\$ XXXXXXX	
								\$ XXXXXXX	
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB	<input checked="" type="checkbox"/> OCCUR		N	CUP-8R433456-22-26	1/4/2022	1/4/2023	EACH OCCURRENCE	\$ 10,000,000
							AGGREGATE	\$ 10,000,000	
								\$ XXXXXXX	
D	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input checked="" type="checkbox"/> Y / N <input checked="" type="checkbox"/> N	N / A	N	UB-8R399495-22-26-G	1/4/2022	1/4/2023	<input checked="" type="checkbox"/> PER STATUTE  E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000	
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000	
E	Professional/Poll Liab/Cyber XS PL/Cyber		N	N	B0621PHYDR000422 B0621PHYDR006522	1/10/2022 1/10/2022	1/10/2023 1/10/2023	\$2M Ea claim/Agg / Ded: \$25K \$3M xs \$2M	

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**

THIS CERTIFICATE SUPERSEDES ALL PREVIOUSLY ISSUED CERTIFICATES FOR THIS HOLDER, APPLICABLE TO THE CARRIERS LISTED AND THE POLICY TERM(S) REFERENCED.

RE: Contract #6485695 Valve Exercising and Hydrant Maintenance Service. Metropolitan Government of Nashville and Davidson County, its officers, employees, and volunteers, are an Additional Insured with respect to liability arising out of the operations of the insured and to the extent provided by the policy language or endorsement issued or approved by the insurance carrier. Waiver of Subrogation applies per attached endorsement or policy language. Insurance provided to Additional Insureds is primary and non-contributory as per the attached endorsements or policy language.

**CERTIFICATE HOLDER**

18246839

Purchasing Agent  
Metropolitan Government of Nashville  
and Davidson County Metro Courthouse  
Nashville TN 37201

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE  
THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN  
ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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**Table 1. Consumer Price Index for All Urban Consumers (CPI-U): U.S. city average, by expenditure category, December 2021**

[1982-84=100, unless otherwise noted]

Expenditure category	Relative importance Nov. 2021	Unadjusted indexes			Unadjusted percent change		Seasonally adjusted percent change		
		Dec. 2020	Nov. 2021	Dec. 2021	Dec. 2020-Dec. 2021	Nov. 2021-Dec. 2021	Sep. 2021-Oct. 2021	Oct. 2021-Nov. 2021	Nov. 2021-Dec. 2021
All items.....	100.000	260.474	277.948	278.802	7.0	0.3	0.9	0.8	0.5
Food.....	13.990	270.023	285.507	286.966	6.3	0.5	0.9	0.7	0.5
Food at home.....	7.722	251.253	266.384	267.555	6.5	0.4	1.0	0.8	0.4
Cereals and bakery products.....	0.978	283.735	295.909	297.279	4.8	0.5	1.0	0.8	0.4
Meats, poultry, fish, and eggs.....	1.840	264.475	299.228	297.604	12.5	-0.5	1.7	0.9	-0.4
Dairy and related products.....	0.746	231.740	233.157	235.442	1.6	1.0	0.2	0.2	0.7
Fruits and vegetables.....	1.305	306.506	318.436	321.931	5.0	1.1	0.1	1.0	0.9
Nonalcoholic beverages and beverage materials.....	0.909	177.539	185.119	186.723	5.2	0.9	0.8	0.2	0.8
Other food at home.....	1.942	218.534	229.643	230.809	5.6	0.5	1.2	1.0	0.6
Food away from home <sup>1</sup> .....	6.269	299.369	315.481	317.372	6.0	0.6	0.8	0.6	0.6
Energy.....	7.542	198.155	259.100	256.207	29.3	-1.1	4.8	3.5	-0.4
Energy commodities.....	4.304	198.997	302.635	296.391	48.9	-2.1	6.2	5.9	-0.6
Fuel oil <sup>1</sup> .....	0.114	231.044	333.899	325.879	41.0	-2.4	12.3	3.5	-2.4
Motor fuel.....	4.115	194.996	297.841	291.510	49.5	-2.1	6.1	6.1	-0.5
Gasoline (all types).....	4.027	193.990	296.571	290.185	49.6	-2.2	6.1	6.1	-0.5
Energy services.....	3.238	206.758	227.874	228.199	10.4	0.1	3.0	0.3	-0.1
Electricity.....	2.412	214.375	227.588	227.974	6.3	0.2	1.8	0.3	0.3
Utility (piped) gas service.....	0.825	180.767	224.225	224.366	24.1	0.1	6.6	0.6	-1.2
All items less food and energy.....	78.468	269.226	282.754	283.908	5.5	0.4	0.6	0.5	0.6
Commodities less food and energy commodities.....	20.768	145.317	159.426	160.850	10.7	0.9	1.0	0.9	1.2
Apparel.....	2.669	114.434	122.383	121.068	5.8	-1.1	0.0	1.3	1.7
New vehicles.....	3.884	149.091	164.511	166.653	11.8	1.3	1.4	1.1	1.0
Used cars and trucks.....	3.419	150.891	200.209	207.164	37.3	3.5	2.5	2.5	3.5
Medical care commodities <sup>1</sup> .....	1.487	377.921	379.483	379.611	0.4	0.0	0.6	0.1	0.0
Alcoholic beverages.....	0.993	259.397	264.957	265.410	2.3	0.2	-0.2	0.0	0.5
Tobacco and smoking products <sup>1</sup> .....	0.617	1,199.508	1,298.746	1,308.024	9.0	0.7	1.9	0.9	0.7
Services less energy services.....	57.700	346.808	358.722	359.559	3.7	0.2	0.4	0.4	0.3
Shelter.....	32.393	327.702	339.997	341.241	4.1	0.4	0.5	0.5	0.4
Rent of primary residence.....	7.583	344.455	354.526	355.931	3.3	0.4	0.4	0.4	0.4
Owners' equivalent rent of residences <sup>2</sup> .....	23.509	337.695	349.152	350.508	3.8	0.4	0.4	0.4	0.4
Medical care services.....	6.987	564.201	577.076	578.555	2.5	0.3	0.5	0.3	0.3
Physicians' services <sup>1</sup> .....	1.777	391.807	408.843	408.644	4.3	0.0	0.0	0.4	0.0
Hospital services <sup>3</sup> .....	2.154	355.232	367.479	366.854	3.3	-0.2	0.5	-0.3	0.2
Transportation services.....	5.046	312.959	327.749	326.063	4.2	-0.5	0.4	0.7	-0.3
Motor vehicle maintenance and repair <sup>1</sup> .....	1.080	309.888	325.076	324.688	4.8	-0.1	1.5	0.0	-0.1
Motor vehicle insurance.....	1.560	545.376	568.239	567.875	4.1	-0.1	0.0	-0.8	-1.5
Airline fares.....	0.619	205.983	215.159	208.954	1.4	-2.9	-0.7	4.7	2.7

<sup>1</sup> Not seasonally adjusted.<sup>2</sup> Indexes on a December 1982=100 base.<sup>3</sup> Indexes on a December 1996=100 base.

2007 Wood Court  
Suite 3  
Plant City, FL 33563  
(863) 398-9202

January 27, 2022

Mr. John Stewart  
Metro Water Services  
1700 3rd Ave N  
Nashville, TN 37208

RE: Price Escalation for Contract 6485695

Dear Mr. Stewart,

Hydromax USA respectfully requests a two percent (2%) escalation of the unit pricing listed in Metro Water Services Contract 6485695, Exhibit B. The CPI for the month of December showed a 5.5% increase on all items less food and energy. The maximum allowable escalation for the contract is 2%, and that is how we arrived at our request.

Please let me know if you require any additional information at this time. Thank you for your prompt assistance in this matter. We look forward to continuing to serve Metro Water Services.

Sincerely,



Andrew S. Apgar  
*Vice President of Sales*  
*Water and Wastewater Solutions*

**METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY**  
**DEPARTMENT OF FINANCE – PROCUREMENT**  
**CONTRACT AMENDMENT JUSTIFICATION FORM**

CA #: A2022109Date Received: Feb. 9, 2022

**Send an email to [PRG@nashville.gov](mailto:PRG@nashville.gov) and attach completed amendment form and supporting documentation.**

Contract Title: Valve Exercising and Hydrant Maintenance Service      Contract Number: 6485695      Amendment Number: 1

Requesting Department: Finance-Procurement      Requesting Departmental Contact (Name & Number): John Stewart (615) 862-6163

Contractor's Business Name: Hydromax USA LLC      Name of Contract Signatory: Andrew S. Apgar

Contract Signatory Email Address: [andrew.apgar@hydromaxusa.com](mailto:andrew.apgar@hydromaxusa.com)

Address: 344 Inderrieden Road, PO Box 70      City: Chandler      ST: IN      Zip: 47610

**Revision Accomplishes: Check all that apply**

<input type="checkbox"/> Term Extension	New End Date: _____	Include revised schedule if necessary
<input type="checkbox"/> Contract Value Increase	Original Contract Amount _____ Previously Executed Amendment(s) Amount _____ Current Amendment Amount _____ Amendment % Increase _____ Proposed Revised Contract Amount _____	Include revised fee schedules, budget, and total contract value as appropriate
<input type="checkbox"/> Scope of Work Revision		Include concise and explicit narrative regarding revised scope of work and any subcontractor changes necessary
<input checked="" type="checkbox"/> Terms and Conditions Modification - Correcting the contract language in Section 4.4 Escalation/De-Escalation to say the request must be made in accordance with Exhibit B, rather than the current wording of Exhibit A.		Include applicable exhibits as appropriate along with appropriate redlines
<input checked="" type="checkbox"/> Other (Describe)- Removing and Replacing Exhibit B with new and updated pricing from a requested escalation.		Include applicable documentation

**ACCOUNTING INFORMATION:**

BU Number: 65556810      Fund #: 67331      Any Other Accounting Info: \_\_\_\_\_

**Procurement will route in DocuSign for signatures below**

Department Requester John Stewart

*Michelle A. Hernandez Lane*

---

Requesting Department Director's Signature of Approval

---

2/18/2022 | 10:11 PM CST

Date

A2022109

Rec. Feb. 9, 2022

***To be completed by the Procurement Division***

**Contract Amendment is Approved (Additional Comments):** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ )

**Contract Amendment is Denied for** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**PURCHASING AGENT:** Michelle A. Hernandez Lane 2/18/2022 | 10:11 PM  
**Date:** \_\_\_\_\_

## Exhibit B-Pricing Contract 6485695

Item No.	Description	Unit	Unit Price	% Escalation	Proposed Unit Price
1	Locate the Valves or Hydrants. Cannot Locate (CNL). See Scope Document for pay item description.	EA	\$ 5.00	2.00%	\$ 5.10
2	Accessing the Valves or Hydrants. Cannot Access (CNA). See Scope Document for pay item description.	EA	\$ 1.00	2.00%	\$ 1.02
3	Clean Out Valve Box/Vault: See Scope Document for pay item description.	EA	\$ 5.00	2.00%	\$ 5.10
4	Valve Exercising: 4 inches and smaller. See Scope Document for pay item description.	EA	\$ 30.00	2.00%	\$ 30.60
5	Valve Exercising: 6 inches. See Scope Document for pay item description.	EA	\$ 30.00	2.00%	\$ 30.60
6	Valve Exercising: 8 inches. See Scope Document for pay item description.	EA	\$ 46.00	2.00%	\$ 46.92
7	Valve Exercising: 10 inches. See Scope Document for pay item description.	EA	\$ 46.00	2.00%	\$ 46.92
8	Valve Exercising: 12 inches. See Scope Document for pay item description.	EA	\$ 46.00	2.00%	\$ 46.92
9	Valve Exercising: 16 inches. See Scope Document for pay item description.	EA	\$ 115.00	2.00%	\$ 117.30
10	Valve Exercising: 18 inches. See Scope Document for pay item description.	EA	\$ 155.00	2.00%	\$ 158.10
11	Valve Exercising: 20 inches. See Scope Document for pay item description.	EA	\$ 155.00	2.00%	\$ 158.10
12	Valve Exercising: 24 inches. See Scope Document for pay item description.	EA	\$ 155.00	2.00%	\$ 158.10
13	Valve Exercising: 30 inches. See Scope Document for pay item description.	EA	\$ 295.00	2.00%	\$ 300.90
14	Valve Exercising: 36 inches. See Scope Document for pay item description.	EA	\$ 295.00	2.00%	\$ 300.90
15	Valve Exercising: 42 inches. See Scope Document for pay item description.	EA	\$ 295.00	2.00%	\$ 300.90
16	Valve Exercising: 48 inches. See Scope Document for pay item description.	EA	\$ 295.00	2.00%	\$ 300.90
17	Valve Exercising: 60 inches. See Scope Document for pay item description.	EA	\$ 295.00	2.00%	\$ 300.90
18	Hydrant Lower Barrel Repair. See Scope Document for pay item description.	LS	\$ 185.00	2.00%	\$ 188.70
19	Hydrant Upper Barrel Repair. See Scope Document for pay item description.	LS	\$ 370.00	2.00%	\$ 377.40
20	Hydrant Flowing. See Scope Document for pay item description.	EA	\$ 43.50	2.00%	\$ 44.37
21	Inoperable Assets. See Scope Document for pay item description.	EA	\$ 25.00	2.00%	\$ 25.50
Escalation Index				Maximum Annual Percentage	
US Consumer Price Index				2%	

**Table 1. Consumer Price Index for All Urban Consumers (CPI-U): U.S. city average, by expenditure category, December 2021**

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<sup>1</sup> Not seasonally adjusted.<sup>2</sup> Indexes on a December 1982=100 base.<sup>3</sup> Indexes on a December 1996=100 base.



## CERTIFICATE OF LIABILITY INSURANCE

1/4/2023

DATE (MM/DD/YYYY)

1/5/2022

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PRODUCER	Lockton Insurance Brokers, LLC CA License #OF15767 Three Embarcadero Center, Suite 600 San Francisco CA 94111 (415) 568-4000	CONTACT NAME: PHONE (A/C, No. Ext): E-MAIL ADDRESS:	FAX (A/C, No):
		INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED	1487520 HYDROMAX USA LLC 2501 S Kentucky Ave Evansville IN 47714	INSURER A : The Travelers Indemnity Company of Connecticut	25682
		INSURER B : Travelers Indemnity Company of America	25666
		INSURER C : Travelers Property Casualty Co of America	25674
		INSURER D : The Charter Oak Fire Insurance Company	25615
		INSURER E : Underwriters at Lloyds of London	10736
		INSURER F :	

COVERAGES HYDUS03 CERTIFICATE NUMBER: 18246839 REVISION NUMBER: XXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Deductible: \$2,500  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO- JECT <input type="checkbox"/> LOC  OTHER:	Y	Y	DT-CO-8R413851-TCT-22	1/4/2022	1/4/2023	EACH OCCURRENCE	\$ 1,000,000	
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000	
							MED EXP (Any one person)	\$ 5,000	
							PERSONAL & ADV INJURY	\$ 1,000,000	
							GENERAL AGGREGATE	\$ 2,000,000	
							PRODUCTS - COMP/OP AGG	\$ 2,000,000	
								\$	
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> Comp/Coll DED: \$5K/\$1K Trailer	N	N	DT-810-8R407506-22-26	1/4/2022	1/4/2023	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000	
							BODILY INJURY (Per person)	XXXXXXX	
							BODILY INJURY (Per accident)	XXXXXXX	
							PROPERTY DAMAGE (Per accident)	XXXXXXX	
								XXXXXXX	
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB  DED <input type="checkbox"/> RETENTION \$ 10,000	X	OCCUR CLAIMS-MADE	N	CUP-8R433456-22-26	1/4/2022	1/4/2023	EACH OCCURRENCE	\$ 10,000,000
							AGGREGATE	\$ 10,000,000	
								\$ XXXXXX	
D	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N <input checked="" type="checkbox"/> N	N / A	N	UB-8R399495-22-26-G	1/4/2022	1/4/2023	X PER STATUTE E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000	
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000	
E	Professional/Poll Liab/Cyber XS PL/Cyber	N	N	B0621PHYDR000422 B0621PHYDR006522	1/10/2022 1/10/2022	1/10/2023 1/10/2023	\$2M Ea claim/Agg / Ded: \$25K \$3M xs \$2M		

## DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Contract #6485695 Valve Exercising and Hydrant Maintenance Service. Metropolitan Government of Nashville and Davidson County Metro Courthouse are an Additional Insured with respect to liability arising out of the operations of the insured and to the extent provided by the policy language or endorsement issued or approved by the insurance carrier. Waiver of Subrogation applies per attached endorsement or policy language. Insurance provided to Additional Insureds is primary and non-contributory as per the attached endorsements or policy language.

## CERTIFICATE HOLDER

18246839

Purchasing Agent  
Metropolitan Government of Nashville  
and Davidson County Metro Courthouse  
Nashville TN 37201

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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2007 Wood Court  
Suite 3  
Plant City, FL 33563  
(863) 398-9202

January 27, 2022

Mr. John Stewart  
Metro Water Services  
1700 3rd Ave N  
Nashville, TN 37208

RE: Price Escalation for Contract 6485695

Dear Mr. Stewart,

Hydromax USA respectfully requests a two percent (2%) escalation of the unit pricing listed in Metro Water Services Contract 6485695, Exhibit B. The CPI for the month of December showed a 5.5% increase on all items less food and energy. The maximum allowable escalation for the contract is 2%, and that is how we arrived at our request.

Please let me know if you require any additional information at this time. Thank you for your prompt assistance in this matter. We look forward to continuing to serve Metro Water Services.

Sincerely,



Andrew S. Apgar  
*Vice President of Sales*  
*Water and Wastewater Solutions*

## Certificate Of Completion

Envelope Id: 73FDD1F36D3548C7B60601B7236DFDA5

Status: Completed

Subject: Contract Amendment Request Form for Finance- A2022109 Hydromax USA

Source Envelope:

Document Pages: 7 Signatures: 3

Envelope Originator:

Certificate Pages: 15 Initials: 0

Procurement Resource Group

AutoNav: Enabled

730 2nd Ave. South 1st Floor

Enveloped Stamping: Enabled

Nashville, TN 37219

Time Zone: (UTC-06:00) Central Time (US &amp; Canada)

prg@nashville.gov

IP Address: 170.190.198.185

## Record Tracking

Status: Original

Holder: Procurement Resource Group

Location: DocuSign

2/9/2022 9:09:46 AM

prg@nashville.gov

Security Appliance Status: Connected

Pool: StateLocal

Storage Appliance Status: Connected

Pool: Metropolitan Government of Nashville and

Location: DocuSign

Davidson County

## Signer Events

### Signature

### Timestamp

Judy Cantlon

Completed

Sent: 2/9/2022 9:14:51 AM

Judy.Cantlon@nashville.gov

Viewed: 2/9/2022 9:16:22 AM

Security Level: Email, Account Authentication  
(None)

Using IP Address: 170.190.198.185

Signed: 2/9/2022 9:17:20 AM

#### Electronic Record and Signature Disclosure:

Accepted: 2/9/2022 9:16:22 AM

Sent: 2/9/2022 9:17:27 AM

ID: 14e0337d-01dc-4ba3-b3b5-7831aba1b4d3

John Stewart



john.stewart@nashville.gov

Viewed: 2/9/2022 9:28:19 AM

Security Level: Email, Account Authentication  
(None)

Signed: 2/9/2022 9:28:52 AM

Signature Adoption: Pre-selected Style

Using IP Address: 170.190.198.185

#### Electronic Record and Signature Disclosure:

Accepted: 2/9/2022 9:28:19 AM

Sent: 2/9/2022 9:28:58 AM

ID: 32321c68-2c0d-420f-9fd8-62a97070545c

Michelle A. Hernandez Lane



michelle.lane@nashville.gov

Viewed: 2/9/2022 9:46:43 AM

Chief Procurement Officer/Purchasing Agent

Signed: 2/18/2022 10:11:56 PM

Metro

Signature Adoption: Pre-selected Style

Security Level: Email, Account Authentication  
(None)

Using IP Address: 170.190.198.185

#### Electronic Record and Signature Disclosure:

Not Offered via DocuSign

## In Person Signer Events

### Signature

### Timestamp

## Editor Delivery Events

### Status

### Timestamp

## Agent Delivery Events

### Status

### Timestamp

## Intermediary Delivery Events

### Status

### Timestamp

## Certified Delivery Events

### Status

### Timestamp

Carbon Copy Events	Status	Timestamp
Amber Gardner amber.gardner@nashville.gov Security Level: Email, Account Authentication (None)	<b>COPIED</b>	Sent: 2/18/2022 10:12:02 PM
<b>Electronic Record and Signature Disclosure:</b> Accepted: 12/29/2021 9:46:41 AM ID: b64cc054-f106-4570-a33d-2a6a0d637898		
PRG prg@nashville.gov Metropolitan Government of Nashville and Davidson County Security Level: Email, Account Authentication (None)	<b>COPIED</b>	Sent: 2/18/2022 10:12:03 PM
<b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign		
Terri L. Ray Terri.Ray@nashville.gov Senior Procurement Officer Metropolitan Government of Nashville and Davidson County Security Level: Email, Account Authentication (None)	<b>COPIED</b>	Sent: 2/18/2022 10:12:04 PM
<b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign		
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	2/9/2022 9:14:51 AM
Certified Delivered	Security Checked	2/9/2022 9:46:43 AM
Signing Complete	Security Checked	2/18/2022 10:11:56 PM
Completed	Security Checked	2/18/2022 10:12:04 PM
Payment Events	Status	Timestamps
<b>Electronic Record and Signature Disclosure</b>		

1. ACCEPTANCE OF TERMS AND CONDITIONS These Terms and Conditions govern your ("Subscriber" or "you") use of DocuSign's on-demand electronic signature service (the "Subscription Service"), as accessed either directly through DocuSign.com, DocuSign.net, or through a DocuSign affiliate's web page offering a Service Plan (collectively, the "Site"). By depositing any document into the System (as defined below), you accept these Terms and Conditions (including your corresponding Service Plan, the DocuSign.com Terms of Use, and all policies and guidelines referenced and hereby incorporated into these Terms and Conditions) and any modifications that may be made to the Terms and Conditions from time to time. If you do not agree to these Terms and Conditions, you should not use the Subscription Service or visit or browse the Site. These Terms and Conditions constitute a binding legal agreement between you and DocuSign, Inc. ("DocuSign," "we," "us," and "our"). Please read them carefully and print a copy for your future reference.

2. MODIFICATION OF TERMS AND CONDITIONS We reserve the right to modify these Terms and Conditions at any time and in any manner at our sole discretion by: (a) posting a revision on the Site; or (b) sending information regarding the amendment to the email address you provide to us.

**YOU ARE RESPONSIBLE FOR REGULARLY REVIEWING THE SITE TO OBTAIN TIMELY NOTICE OF ANY AMENDMENTS. YOU SHALL BE DEEMED TO HAVE ACCEPTED SUCH AMENDMENTS BY CONTINUING TO USE THE SUBSCRIPTION SERVICE FOR MORE THAN 20 DAYS AFTER SUCH AMENDMENTS HAVE BEEN POSTED OR INFORMATION REGARDING SUCH AMENDMENTS HAS BEEN SENT TO YOU.**

You agree that we shall not be liable to you or to any third party for any modification of the Terms and Conditions.

3. DEFINITIONS

- â€œAccountâ€? means a unique account established by Subscriber to enable its Authorized Users to access and use the Subscription Service.
- â€œAuthorized Userâ€? means any employee or agent of Subscriber, identified by a unique email address and user name, who is registered under the Account, provided that no two persons may register, access or use the Subscription Service as the same Authorized User.
- â€œContractâ€? refers to a contract, notice, disclosure, or other record or document deposited into the System by Subscriber for processing using the Subscription Service.
- â€œEnvelopeâ€? means an electronic record containing one or more eContracts consisting of a single page or a group of pages of data uploaded to the System.
- â€œSeatâ€? means an active Authorized User listed in the membership of an Account at any one time. No two individuals may log onto or use the Subscription Service as the same Authorized User, but Subscriber may unregister or deactivate Authorized Users and replace them with other Authorized Users without penalty, so long as the number of active Authorized Users registered at any one time is equal to or less than the number of Seats purchased.
- â€œService Planâ€? means the right to access and use the Subscription Service for a specified period in exchange for a periodic fee, subject to the Service Plan restrictions and requirements that are used to describe the selected Service Plan on the Site. Restrictions and requirements may include any or all of the following: (a) number of Seats and/or Envelopes that a Subscriber may use in a month or year for a fee; (b) fee for sent Envelopes in excess of the number of Envelopes allocated to Subscriber under the Service Plan; (c) per-seat or per-user restrictions; (d) the license to use DocuSign software products such as DocuSign Connect Express in connection with the Subscription Service; and (e) per use fees.
- â€œSpecificationsâ€? means the technical specifications set forth in the â€œSubscription Service Specificationsâ€? available at <http://docusign.com/company/specifications>.
- â€œSubscription Serviceâ€? means DocuSign's on-demand electronic signature service, as updated from time

to time, which provides on-line display, certified delivery, acknowledgement, electronic signature, and storage services for eContracts via the Internet. "System" refers to the software systems and programs, communication and network facilities, and hardware and equipment used by DocuSign or its agents to provide the Subscription Service. "Term" means the period of effectiveness of these Terms and Conditions, as specified in Section 12 below. "Transaction Data" means the metadata associated with an Envelope (such as transaction history, image hash value, method and time of Envelope deletion, sender and recipient names, email addresses and signature IDs) and maintained by DocuSign in order to establish the digital audit trail required by the Subscription Service.

#### 4. SUBSCRIPTION SERVICE

During the term of the Service Plan and subject to these Terms and Conditions, Subscriber will have the right to obtain an Account and register its Authorized Users, who may access and use the Subscription Service, and DocuSign will provide the Subscription Service in material conformance with the Specifications. You must be 18 years of age or older to register for an Account and use the Subscription Service. Subscriber's right to use the Subscription Service is limited to its Authorized Users, and Subscriber agrees not to resell or otherwise provide or assist with the provision of the Subscription Service to any third party. In addition, DocuSign's provision of the Subscription Service is conditioned on Subscriber's acknowledgement and agreement to the following:

- (a) The Subscription Service facilitates the execution of eContracts between the parties to those eContracts. Nothing in these Terms and Conditions may be construed to make DocuSign a party to any eContract processed through the Subscription Service, and DocuSign makes no representation or warranty regarding the transactions sought to be effected by any eContract;
- (b) Between DocuSign and Subscriber, Subscriber has exclusive control over and responsibility for the content, quality, and format of any eContract. All eContracts stored by DocuSign are maintained in an encrypted form, and DocuSign has no control of or access to their contents;
- (c) If Subscriber elects to use one or more of the optional features designed to verify the identity of the intended recipient of an eContract that DocuSign makes available to its subscribers ("Authentication Measures"), DocuSign will apply only those Authentication Measures selected by the Subscriber, but makes no representations or warranties about the appropriateness of any Authentication Measure. Further, DocuSign assumes no liability for:

  - (A) the inability or failure by the intended recipient or other party to satisfy the Authentication Measure; or
  - (B) the circumvention by any person (other than DocuSign) of any Authentication Measure;

- (d) Certain types of agreements and documents may be excepted from electronic signature laws (e.g. wills and agreements pertaining to family law), or may be subject to specific regulations promulgated by various government agencies regarding electronic signatures and electronic records. DocuSign is not responsible or liable to determine whether any particular eContract is subject to an exception to applicable electronic signature laws, or whether it is subject to any particular agency promulgations, or whether it can be legally formed by electronic signatures;
- (e) DocuSign is not responsible for determining how long any documents are to be retained or stored under any applicable laws, regulations, or legal or administrative agency processes. Further, DocuSign is not responsible for or liable to produce any of Subscriber's eContracts or other documents to any third parties;
- (f) Certain consumer protection or similar laws or regulations may impose special requirements with respect to electronic transactions involving one or more "consumers" such as (among others) requirements that the consumer consent to the method of contracting and/or that the consumer be provided with a copy, or access to a copy, of a paper or other non-electronic, written record of the transaction. DocuSign does not and is not responsible to:

  - (A) determine whether any

particular transaction involves a "consumer"; (B) furnish or obtain any such consents or determine if any such consents have been withdrawn; (C) provide any information or disclosures in connection with any attempt to obtain any such consents; (D) provide legal review of, or update or correct any information or disclosures currently or previously given; (E) provide any such copies or access, except as expressly provided in the Specifications for all transactions, consumer or otherwise; or (F) otherwise to comply with any such special requirements; and (g) Subscriber undertakes to determine whether any "consumer" is involved in any eContract presented by Subscriber or its Authorized Users for processing, and, if so, to comply with all requirements imposed by law on such eContracts or their formation. (h) If the domain of the primary email address associated with the Account is owned by an organization and was assigned to Subscriber as an employee, contractor or member of such organization, and that organization wishes to establish a commercial relationship with DocuSign and add the Account to such relationship, then, if Subscriber does not change the email address associated with the Account, the Account may become subject to the commercial relationship between DocuSign and such organization and controlled by such organization.

**5. RESPONSIBILITY FOR CONTENT OF COMMUNICATIONS** As between Subscriber and DocuSign, Subscriber is solely responsible for the nature and content of all materials, works, data, statements, and other visual, graphical, video, and written or audible communications submitted by any Authorized User or otherwise processed through its Account, the Subscription Service, or under any Service Plan. Accordingly:

- (a) Subscriber will not use or permit the use of the Subscription Service to send unsolicited mass mailings outside its organization. The term "unsolicited mass mailings" includes all statutory or common definitions or understanding of those terms in the applicable jurisdiction, such as those set forth for "Commercial Electronic Mail Messages" under the U.S. CAN-SPAM Act, as an example only; and
- (b) Subscriber will not use or permit the use of the Subscription Service:
  - (i) to communicate any message or material that is defamatory, harassing, libelous, threatening, or obscene;
  - (ii) in a way that violates or infringes upon the intellectual property rights or the privacy or publicity rights of any person or entity or that may otherwise be unlawful or give rise to civil or criminal liability (other than contractual liability of the parties under eContracts processed through the Subscription Service);
  - (iii) in any manner that is likely to damage, disable, overburden, or impair the System or the Subscription Service or interfere with the use or enjoyment of the Subscription Service by others; or
  - (iv) in any way that constitutes or encourages conduct that could constitute a criminal offense.

DocuSign does not monitor the content processed through the Subscription Service, but in accordance with DMCA (Digital Millennium Copyright Act) safe harbors, it may suspend any use of the Subscription Service, or remove or disable any content that DocuSign reasonably and in good faith believes violates this Agreement or applicable laws or regulations. DocuSign will use commercially reasonable efforts to notify Subscriber prior to any such suspension or disablement, unless DocuSign reasonably believes that:

- (A) it is prohibited from doing so under applicable law or under legal process, such as court or government administrative agency processes, orders, mandates, and the like; or
- (B) it is necessary to delay notice in order to prevent imminent harm to the System, Subscription Service, or a third party. Under circumstances where notice is delayed, DocuSign will provide the notice if and when the related restrictions in the previous sentence no longer apply.

**6. PRICING AND PER USE PURCHASES** The prices, features, and options of the Subscription Service available for an Account depend on the Service Plan selected by Subscriber. Subscriber may also purchase optional services on a periodic or per-use basis. DocuSign may add or change the prices, features or options available with a

Service Plan without notice. Subscriber's usage under a Service Plan is measured based on the actual number of Seats as described in the Service Plan on the Site. Once a per-Seat Service Plan is established, the right of the named Authorized User to access and use the Subscription Service is not transferable; any additional or differently named Authorized Users must purchase per-Seat Service Plans to send Envelopes. Extra seats, users and/or per use fees will be charged as set forth in Subscriber's Service Plan if allowed by such Service Plan. If a Services Plan defines a monthly Envelope Allowance (i.e. # Envelopes per month allowed to be sent), all Envelopes sent in excess of the Envelope Allowance will incur a per-Envelope charge. Any unused Envelope Allowances will expire and not carry over from one billing period to another under a Service Plan. Subscriber's Account will be deemed to have consumed an Envelope at the time the Envelope is sent by Subscriber, regardless of whether Envelopes were received by recipients, or whether recipients have performed any actions upon any eContract in the Envelope. Powerforms are considered Envelopes within an Envelope Allowance Service Plan, and will be deemed consumed at the time they are "clicked" by any end user regardless of whether or not any actions are subsequently performed upon such Envelope. For Service Plans that specify the Envelope Allowance is "Unlimited," Subscriber is allowed to send a reasonable number of Envelopes from the number of Seats purchased. If DocuSign suspects that the number of Envelopes sent from a particular Seat or a group of Seats is abusive and/or unduly burdensome, DocuSign will promptly notify Subscriber, discuss the use-case scenario with Subscriber and any continued monitoring, additional discussions and/or information required to make a final determination on the course of action based on such information. In the event Subscriber exceeds, in DocuSign's sole discretion, reasonable use restrictions under a Service Plan, DocuSign reserves the right to transfer Subscriber into a higher-tier Service Plan without notice. If you misrepresent your eligibility for any Service Plan, you agree to pay us the additional amount you would have been charged under the most favorable pricing structure for which you are eligible. DocuSign may discontinue a Service Plan at any time, and with prior notice to you, may migrate your Account to a similar Service Plan that may carry a different fee. You agree to allow us to charge your credit card for the fees associated with a substitute Service Plan, even if those fees are higher than those you agreed to when you registered your Account. Optional services, are measured at the time of use, and such charges are specific to the number of units of the service(s) used during the billing period. Optional services subject to periodic charges, such as additional secure storage, are charged on the same periodic basis as the Service Plan fees for the Subscription Service.

7. **SUBSCRIBER SUPPORT** DocuSign will provide Subscriber support to Subscriber as specified in the Service Plan selected by Subscriber, and that is further detailed on DocuSign's website.

8. **STORAGE** DocuSign will store eContracts per the terms of the Service Plan selected by Subscriber. For Service Plans that specify the Envelope storage amount is "Unlimited," DocuSign will store an amount of Envelopes that is not abusive and/or unduly burdensome, in DocuSign's sole discretion. Subscriber may retrieve and store copies of eContracts for storage outside of the System at any time during the Term of the Service Plan when Subscriber is in good financial standing under these Terms and Conditions, and may delete or purge eContracts from the System at its own discretion. DocuSign may, at its sole discretion, delete an uncompleted eContract from the System immediately and without notice upon earlier of: (i) expiration of the Envelope (where Subscriber has established an expiration for such Envelope, not to exceed 365 days); or (ii) expiration of the Term. DocuSign assumes no liability or responsibility for a party's failure or inability to electronically sign any eContract within such a period of time. DocuSign may retain Transaction Data for as long as it has a

business purpose to do so. 9. BUSINESS AGREEMENT BENEFITS You may receive or be eligible for certain pricing structures, discounts, features, promotions, and other benefits (collectively, "Benefits") through a business or government Subscriber's agreement with us (a "Business Agreement"). Any and all such Benefits are provided to you solely as a result of the corresponding Business Agreement and such Benefits may be modified or terminated without notice. If you use the Subscription Service where a business or government entity pays your charges or is otherwise liable for the charges, you authorize us to share your account information with that entity and/or its authorized agents. If you are enrolled in a Service Plan or receive certain Benefits tied to a Business Agreement with us, but you are liable for your own charges, then you authorize us to share enough account information with that entity and its authorized agents to verify your continuing eligibility for those Benefits and the Service Plan. 10. FEES AND PAYMENT TERMS The Service Plan rates, charges, and other conditions for use are set forth in the Site. Subscriber will pay DocuSign the applicable charges for the Services Plan as set forth on the Site. If you add more Authorized Users than the number of Seats you purchased, we will add those Authorized Users to your Account and impose additional charges for such additional Seats on an ongoing basis. Charges for pre-paid Service Plans will be billed to Subscriber in advance. Charges for per use purchases and standard Service Plan charges will be billed in arrears. When you register for an Account, you will be required to provide DocuSign with accurate, complete, and current credit card information for a valid credit card that you are authorized to use. You must promptly notify us of any change in your invoicing address or changes related to the credit card used for payment. By completing your registration for the Services Plan, you authorize DocuSign or its agent to bill your credit card the applicable Service Plan charges, any and all applicable taxes, and any other charges you may incur in connection with your use of the Subscription Service, all of which will be charged to your credit card. Each time you use the Subscription Service, or allow or cause the Subscription Service to be used, you reaffirm that we are authorized to charge your credit card. You may terminate your Account and revoke your credit card authorization as set forth in the Term and Termination section of these Terms and Conditions. We will provide you with one invoice in a format we choose, which may change from time to time, for all Subscription Service associated with each Account and any charges of a third party on whose behalf we bill. Payment of all charges is due and will be charged to your credit card upon your receipt of an invoice. Billing cycle end dates may change from time to time. When a billing cycle covers less than or more than a full month, we may make reasonable adjustments and/or prorations. If your Account is a qualified business account and is approved by us in writing for corporate billing, charges will be accumulated, identified by Account identification number, and invoiced on a monthly basis. You agree that we may (at our option) accumulate charges incurred during your monthly billing cycle and submit them as one or more aggregate charges during or at the end of each cycle, and that we may delay obtaining authorization from your credit card issuer until submission of the accumulated charge(s). This means that accumulated charges may appear on the statement you receive from your credit card issuer. If DocuSign does not receive payment from your credit card provider, you agree to pay all amounts due upon demand. DocuSign reserves the right to correct any errors or mistakes that it makes even if it has already requested or received payment. Your credit card issuer's agreement governs your use of your credit card in connection with the Subscription Service, and you must refer to such agreement (not these Terms and Conditions) with respect to your rights and liabilities as a cardholder. You are solely responsible for any and all fees charged to your credit card by the issuer, bank, or financial institution including, but not limited to, membership,

overdraft, insufficient funds, and over the credit limit fees. You agree to notify us about any billing problems or discrepancies within 20 days after they first appear on your invoice. If you do not bring them to our attention within 20 days, you agree that you waive your right to dispute such problems or discrepancies. We may modify the price, content, or nature of the Subscription Service and/or your Service Plan at any time. If we modify any of the foregoing terms, you may cancel your use of the Subscription Service. We may provide notice of any such changes by e-mail, notice to you upon log-in, or by publishing them on the Site. Your payment obligations survive any termination of your use of the Subscription Service before the end of the billing cycle. Any amount not paid when due will be subject to finance charges equal to 1.5% of the unpaid balance per month or the highest rate permitted by applicable usury law, whichever is less, determined and compounded daily from the date due until the date paid. Subscriber will reimburse any costs or expenses (including, but not limited to, reasonable attorneys' fees) incurred by DocuSign to collect any amount that is not paid when due. DocuSign may accept any check or payment in any amount without prejudice to DocuSign's right to recover the balance of the amount due or to pursue any other right or remedy. Amounts due to DocuSign under these Terms and Conditions may not be withheld or offset by Subscriber for any reason against amounts due or asserted to be due to Subscriber from DocuSign. Unless otherwise noted and Conditions are denominated in United States dollars, and Subscriber will pay all such amounts in United States dollars. Other than federal and state net income taxes imposed on DocuSign by the United States, Subscriber will bear all taxes, duties, VAT and other governmental charges (collectively, "taxes") resulting from these Terms and Conditions or transactions conducted in relation to these Terms and Conditions. Subscriber will pay any additional taxes as are necessary to ensure that the net amounts received and retained by DocuSign after all such taxes are paid are equal to the amounts that DocuSign would have been entitled to in accordance with these Terms and Conditions as if the taxes did not exist.

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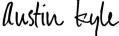
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Scott Potter scott.potter@nashville.gov Security Level: Email, Account Authentication (None)	<i>Scott Potter</i>	Sent: 3/11/2022 6:57:19 PM Viewed: 3/14/2022 8:51:17 AM Signed: 3/14/2022 8:51:29 AM
	Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.192	
<b>Electronic Record and Signature Disclosure:</b> Accepted: 3/14/2022 8:51:17 AM ID: 4c0963ed-f4b3-465f-aecd-7ee49eef8cee		
Kelly FlanneryTJE Tom.Eddlemon@nashville.gov Director of Finance Security Level: Email, Account Authentication (None)	<i>Kelly FlanneryTJE</i>	Sent: 3/14/2022 8:51:44 AM Viewed: 3/14/2022 8:58:26 AM Signed: 3/14/2022 8:58:52 AM
	Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.185	
<b>Electronic Record and Signature Disclosure:</b> Accepted: 3/14/2022 8:58:26 AM ID: 024c94a5-ca88-4807-8bef-4e3a4ce1d4ff		
Sally Palmer sally.palmer@nashville.gov Security Level: Email, Account Authentication (None)	<b>Completed</b>	Sent: 3/14/2022 8:59:03 AM Viewed: 3/14/2022 9:00:16 AM Signed: 3/14/2022 9:10:11 AM
	Using IP Address: 170.190.198.100	
<b>Electronic Record and Signature Disclosure:</b> Accepted: 3/14/2022 9:00:16 AM ID: 9da4efab-675c-49be-b4ba-81cc2217539c		
Balogun Cobb balogun.cobb@nashville.gov Security Level: Email, Account Authentication (None)	<i>BC</i>	Sent: 3/14/2022 9:10:26 AM Resent: 3/14/2022 9:11:29 AM Viewed: 3/14/2022 9:31:55 AM Signed: 3/14/2022 9:35:17 AM
	Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.185	
<b>Electronic Record and Signature Disclosure:</b> Accepted: 3/14/2022 9:31:55 AM ID: 37b499bb-13af-46f6-b71c-3d670b6ff619		
Tara Ladd tara.ladd@nashville.gov Assistant Metropolitan Attorney Security Level: Email, Account Authentication (None)	<i>Tara Ladd</i>	Sent: 3/14/2022 9:35:31 AM Viewed: 3/14/2022 9:54:09 AM Signed: 3/14/2022 9:54:52 AM
	Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.185	
<b>Electronic Record and Signature Disclosure:</b>		

Signer Events	Signature	Timestamp
Accepted: 3/14/2022 9:54:09 AM ID: da843dff-92d1-4948-beb5-7d3e50538538		
Kristin Wilson Kristin.Wilson@Nashville.gov Security Level: Email, Account Authentication (None)		Sent: 3/14/2022 9:55:02 AM Viewed: 3/14/2022 10:52:21 AM Signed: 3/14/2022 10:53:09 AM
<b>Electronic Record and Signature Disclosure:</b>		
Accepted: 3/14/2022 10:52:21 AM ID: 3ae39061-635d-476b-9415-c77a921ea7fa		
John Cooper Mayor@nashville.gov Security Level: Email, Account Authentication (None)		Sent: 3/14/2022 10:53:23 AM Viewed: 3/14/2022 3:13:47 PM Signed: 3/14/2022 3:15:58 PM
<b>Electronic Record and Signature Disclosure:</b>		
Accepted: 3/14/2022 3:13:47 PM ID: 3b959858-b653-42cf-8d79-50857e8e6f6b		
Austin Kyle publicrecords@nashville.gov Security Level: Email, Account Authentication (None)		Sent: 3/14/2022 3:16:10 PM Viewed: 3/14/2022 3:18:24 PM Signed: 3/14/2022 3:18:49 PM
<b>Electronic Record and Signature Disclosure:</b>		
Accepted: 3/14/2022 3:18:24 PM ID: f53f4111-d0c1-4c01-b585-c40b6ddb4a22		

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Sally Palmer sally.palmer@nashville.gov Security Level: Email, Account Authentication (None)		Sent: 3/14/2022 9:10:24 AM Viewed: 3/14/2022 9:11:04 AM Completed: 3/14/2022 3:19:07 PM
Using IP Address: 170.190.198.100		

Electronic Record and Signature Disclosure:	Status	Timestamp
Accepted: 3/14/2022 9:11:04 AM ID: c4ba3b9d-4e9e-4990-bbf1-c276f97e8b77		
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
John Stewart john.stewart@nashville.gov Security Level: Email, Account Authentication (None)		
		
Sent: 3/7/2022 4:31:12 PM		

**Electronic Record and Signature Disclosure:**

Carbon Copy Events	Status	Timestamp
Accepted: 2/9/2022 9:28:19 AM ID: 32321c68-2c0d-420f-9fd8-62a97070545c	<b>COPIED</b>	
Evans Cline Evans.Cline@nashville.gov Security Level: Email, Account Authentication (None)	<b>COPIED</b>	Sent: 3/14/2022 3:19:01 PM
<b>Electronic Record and Signature Disclosure:</b> Accepted: 10/27/2021 6:31:42 AM ID: 619b7fbc-01a8-42c9-a73e-d0543ec66003		
Stephanie Belcher Stephanie.belcher@nashville.gov Security Level: Email, Account Authentication (None)	<b>COPIED</b>	Sent: 3/14/2022 3:19:03 PM
<b>Electronic Record and Signature Disclosure:</b> Accepted: 3/9/2022 12:33:46 PM ID: e283d22c-ca7e-4e1d-b5f5-84c1bffe210e		
Amber Gardner amber.gardner@nashville.gov Security Level: Email, Account Authentication (None)	<b>COPIED</b>	Sent: 3/14/2022 3:19:06 PM
<b>Electronic Record and Signature Disclosure:</b> Accepted: 12/29/2021 9:46:41 AM ID: b64cc054-f106-4570-a33d-2a6a0d637898		
Andrew S. Apgar andrew.apgar@hydromaxusa.com Security Level: Email, Account Authentication (None)	<b>COPIED</b>	Sent: 3/14/2022 3:19:07 PM
<b>Electronic Record and Signature Disclosure:</b> Accepted: 3/7/2022 8:03:06 PM ID: 19854fe0-45f5-4afe-a5dd-39ef403cf79a		
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	3/7/2022 4:31:12 PM
Certified Delivered	Security Checked	3/14/2022 3:18:24 PM
Signing Complete	Security Checked	3/14/2022 3:18:49 PM
Completed	Security Checked	3/14/2022 3:19:07 PM
Payment Events	Status	Timestamps
<b>Electronic Record and Signature Disclosure</b>		

**1. ACCEPTANCE OF TERMS AND CONDITIONS** These Terms and Conditions govern your ("Subscriber" or "you") use of DocuSign's on-demand electronic signature service (the "Subscription Service"), as accessed either directly through DocuSign.com, DocuSign.net, or through a DocuSign affiliateâ€™s web page offering a Service Plan (collectively, the "Site"). By depositing any document into the System (as defined below), you accept these Terms and Conditions (including your corresponding Service Plan, the DocuSign.com Terms of Use, and all policies and guidelines referenced and hereby incorporated into these Terms and Conditions) and any modifications that may be made to the Terms and Conditions from time to time. If you do not agree to these Terms and Conditions, you should not use the Subscription Service or visit or browse the Site. These Terms and Conditions constitute a binding legal agreement between you and DocuSign, Inc. ("DocuSign," "we," "us," and "our"). Please read them carefully and print a copy for your future reference.

**2. MODIFICATION OF TERMS AND CONDITIONS** We reserve the right to modify these Terms and Conditions at any time and in any manner at our sole discretion by: (a) posting a revision on the Site; or (b) sending information regarding the amendment to the email address you provide to us.

**YOU ARE RESPONSIBLE FOR REGULARLY REVIEWING THE SITE TO OBTAIN TIMELY NOTICE OF ANY AMENDMENTS. YOU SHALL BE DEEMED TO HAVE ACCEPTED SUCH AMENDMENTS BY CONTINUING TO USE THE SUBSCRIPTION SERVICE FOR MORE THAN 20 DAYS AFTER SUCH AMENDMENTS HAVE BEEN POSTED OR INFORMATION REGARDING SUCH AMENDMENTS HAS BEEN SENT TO YOU.**

You agree that we shall not be liable to you or to any third party for any modification of the Terms and Conditions.

**3. DEFINITIONS**

â€œAccountâ€? means a unique account established by Subscriber to enable its Authorized Users to access and use the Subscription Service.

â€œAuthorized Userâ€? means any employee or agent of Subscriber, identified by a unique email address and user name, who is registered under the Account, provided that no two persons may register, access or use the Subscription Service as the same Authorized User.

â€œContractâ€? refers to a contract, notice, disclosure, or other record or document deposited into the System by Subscriber for processing using the Subscription Service.

â€œEnvelopeâ€? means an electronic record containing one or more eContracts consisting of a single page or a group of pages of data uploaded to the System.

â€œSeatâ€? means an active Authorized User listed in the membership of an Account at any one time. No two individuals may log onto or use the Subscription Service as the same Authorized User, but Subscriber may unregister or deactivate Authorized Users and replace them with other Authorized Users without penalty, so long as the number of active Authorized Users registered at any one time is equal to or less than the number of Seats purchased.

â€œService Planâ€? means the right to access and use the Subscription Service for a specified period in exchange for a periodic fee, subject to the Service Plan restrictions and requirements that are used to describe the selected Service Plan on the Site. Restrictions and requirements may include any or all of the following: (a) number of Seats and/or Envelopes that a Subscriber may use in a month or year for a fee; (b) fee for sent Envelopes in excess of the number of Envelopes allocated to Subscriber under the Service Plan; (c) per-seat or per-user restrictions; (d) the license to use DocuSign software products such as DocuSign Connect Express in connection with the Subscription Service; and (e) per use fees.

â€œSpecificationsâ€? means the technical specifications set forth in the â€œSubscription Service Specificationsâ€? available at <http://docusign.com/company/specifications>.

â€œSubscription Serviceâ€? means DocuSignâ€™s on-demand electronic signature service, as updated from time

to time, which provides on-line display, certified delivery, acknowledgement, electronic signature, and storage services for eContracts via the Internet. "System" refers to the software systems and programs, communication and network facilities, and hardware and equipment used by DocuSign or its agents to provide the Subscription Service. "Term" means the period of effectiveness of these Terms and Conditions, as specified in Section 12 below. "Transaction Data" means the metadata associated with an Envelope (such as transaction history, image hash value, method and time of Envelope deletion, sender and recipient names, email addresses and signature IDs) and maintained by DocuSign in order to establish the digital audit trail required by the Subscription Service.

#### 4. SUBSCRIPTION SERVICE

During the term of the Service Plan and subject to these Terms and Conditions, Subscriber will have the right to obtain an Account and register its Authorized Users, who may access and use the Subscription Service, and DocuSign will provide the Subscription Service in material conformance with the Specifications. You must be 18 years of age or older to register for an Account and use the Subscription Service. Subscriber's right to use the Subscription Service is limited to its Authorized Users, and Subscriber agrees not to resell or otherwise provide or assist with the provision of the Subscription Service to any third party. In addition, DocuSign's provision of the Subscription Service is conditioned on Subscriber's acknowledgement and agreement to the following:

- (a) The Subscription Service facilitates the execution of eContracts between the parties to those eContracts. Nothing in these Terms and Conditions may be construed to make DocuSign a party to any eContract processed through the Subscription Service, and DocuSign makes no representation or warranty regarding the transactions sought to be effected by any eContract;
- (b) Between DocuSign and Subscriber, Subscriber has exclusive control over and responsibility for the content, quality, and format of any eContract. All eContracts stored by DocuSign are maintained in an encrypted form, and DocuSign has no control of or access to their contents;
- (c) If Subscriber elects to use one or more of the optional features designed to verify the identity of the intended recipient of an eContract that DocuSign makes available to its subscribers ("Authentication Measures"), DocuSign will apply only those Authentication Measures selected by the Subscriber, but makes no representations or warranties about the appropriateness of any Authentication Measure. Further, DocuSign assumes no liability for:

  - (A) the inability or failure by the intended recipient or other party to satisfy the Authentication Measure; or
  - (B) the circumvention by any person (other than DocuSign) of any Authentication Measure;

- (d) Certain types of agreements and documents may be excepted from electronic signature laws (e.g. wills and agreements pertaining to family law), or may be subject to specific regulations promulgated by various government agencies regarding electronic signatures and electronic records. DocuSign is not responsible or liable to determine whether any particular eContract is subject to an exception to applicable electronic signature laws, or whether it is subject to any particular agency promulgations, or whether it can be legally formed by electronic signatures;
- (e) DocuSign is not responsible for determining how long any documents are to be retained or stored under any applicable laws, regulations, or legal or administrative agency processes. Further, DocuSign is not responsible for or liable to produce any of Subscriber's eContracts or other documents to any third parties;
- (f) Certain consumer protection or similar laws or regulations may impose special requirements with respect to electronic transactions involving one or more "consumers" such as (among others) requirements that the consumer consent to the method of contracting and/or that the consumer be provided with a copy, or access to a copy, of a paper or other non-electronic, written record of the transaction. DocuSign does not and is not responsible to:

  - (A) determine whether any

particular transaction involves a "consumer"; (B) furnish or obtain any such consents or determine if any such consents have been withdrawn; (C) provide any information or disclosures in connection with any attempt to obtain any such consents; (D) provide legal review of, or update or correct any information or disclosures currently or previously given; (E) provide any such copies or access, except as expressly provided in the Specifications for all transactions, consumer or otherwise; or (F) otherwise to comply with any such special requirements; and (g) Subscriber undertakes to determine whether any "consumer" is involved in any eContract presented by Subscriber or its Authorized Users for processing, and, if so, to comply with all requirements imposed by law on such eContracts or their formation. (h) If the domain of the primary email address associated with the Account is owned by an organization and was assigned to Subscriber as an employee, contractor or member of such organization, and that organization wishes to establish a commercial relationship with DocuSign and add the Account to such relationship, then, if Subscriber does not change the email address associated with the Account, the Account may become subject to the commercial relationship between DocuSign and such organization and controlled by such organization.

**5. RESPONSIBILITY FOR CONTENT OF COMMUNICATIONS** As between Subscriber and DocuSign, Subscriber is solely responsible for the nature and content of all materials, works, data, statements, and other visual, graphical, video, and written or audible communications submitted by any Authorized User or otherwise processed through its Account, the Subscription Service, or under any Service Plan. Accordingly:

- (a) Subscriber will not use or permit the use of the Subscription Service to send unsolicited mass mailings outside its organization. The term "unsolicited mass mailings" includes all statutory or common definitions or understanding of those terms in the applicable jurisdiction, such as those set forth for "Commercial Electronic Mail Messages" under the U.S. CAN-SPAM Act, as an example only; and
- (b) Subscriber will not use or permit the use of the Subscription Service:
  - (i) to communicate any message or material that is defamatory, harassing, libelous, threatening, or obscene;
  - (ii) in a way that violates or infringes upon the intellectual property rights or the privacy or publicity rights of any person or entity or that may otherwise be unlawful or give rise to civil or criminal liability (other than contractual liability of the parties under eContracts processed through the Subscription Service);
  - (iii) in any manner that is likely to damage, disable, overburden, or impair the System or the Subscription Service or interfere with the use or enjoyment of the Subscription Service by others; or
  - (iv) in any way that constitutes or encourages conduct that could constitute a criminal offense.

DocuSign does not monitor the content processed through the Subscription Service, but in accordance with DMCA (Digital Millennium Copyright Act) safe harbors, it may suspend any use of the Subscription Service, or remove or disable any content that DocuSign reasonably and in good faith believes violates this Agreement or applicable laws or regulations. DocuSign will use commercially reasonable efforts to notify Subscriber prior to any such suspension or disablement, unless DocuSign reasonably believes that:

- (A) it is prohibited from doing so under applicable law or under legal process, such as court or government administrative agency processes, orders, mandates, and the like; or
- (B) it is necessary to delay notice in order to prevent imminent harm to the System, Subscription Service, or a third party. Under circumstances where notice is delayed, DocuSign will provide the notice if and when the related restrictions in the previous sentence no longer apply.

**6. PRICING AND PER USE PURCHASES** The prices, features, and options of the Subscription Service available for an Account depend on the Service Plan selected by Subscriber. Subscriber may also purchase optional services on a periodic or per-use basis. DocuSign may add or change the prices, features or options available with a

Service Plan without notice. Subscriber's usage under a Service Plan is measured based on the actual number of Seats as described in the Service Plan on the Site. Once a per-Seat Service Plan is established, the right of the named Authorized User to access and use the Subscription Service is not transferable; any additional or differently named Authorized Users must purchase per-Seat Service Plans to send Envelopes. Extra seats, users and/or per use fees will be charged as set forth in Subscriber's Service Plan if allowed by such Service Plan. If a Services Plan defines a monthly Envelope Allowance (i.e. # Envelopes per month allowed to be sent), all Envelopes sent in excess of the Envelope Allowance will incur a per-Envelope charge. Any unused Envelope Allowances will expire and not carry over from one billing period to another under a Service Plan. Subscriber's Account will be deemed to have consumed an Envelope at the time the Envelope is sent by Subscriber, regardless of whether Envelopes were received by recipients, or whether recipients have performed any actions upon any eContract in the Envelope. Powerforms are considered Envelopes within an Envelope Allowance Service Plan, and will be deemed consumed at the time they are "clicked" by any end user regardless of whether or not any actions are subsequently performed upon such Envelope. For Service Plans that specify the Envelope Allowance is "Unlimited," Subscriber is allowed to send a reasonable number of Envelopes from the number of Seats purchased. If DocuSign suspects that the number of Envelopes sent from a particular Seat or a group of Seats is abusive and/or unduly burdensome, DocuSign will promptly notify Subscriber, discuss the use-case scenario with Subscriber and any continued monitoring, additional discussions and/or information required to make a final determination on the course of action based on such information. In the event Subscriber exceeds, in DocuSign's sole discretion, reasonable use restrictions under a Service Plan, DocuSign reserves the right to transfer Subscriber into a higher-tier Service Plan without notice. If you misrepresent your eligibility for any Service Plan, you agree to pay us the additional amount you would have been charged under the most favorable pricing structure for which you are eligible. DocuSign may discontinue a Service Plan at any time, and with prior notice to you, may migrate your Account to a similar Service Plan that may carry a different fee. You agree to allow us to charge your credit card for the fees associated with a substitute Service Plan, even if those fees are higher than those you agreed to when you registered your Account. Optional services, are measured at the time of use, and such charges are specific to the number of units of the service(s) used during the billing period. Optional services subject to periodic charges, such as additional secure storage, are charged on the same periodic basis as the Service Plan fees for the Subscription Service.

7. **SUBSCRIBER SUPPORT** DocuSign will provide Subscriber support to Subscriber as specified in the Service Plan selected by Subscriber, and that is further detailed on DocuSign's website.

8. **STORAGE** DocuSign will store eContracts per the terms of the Service Plan selected by Subscriber. For Service Plans that specify the Envelope storage amount is "Unlimited," DocuSign will store an amount of Envelopes that is not abusive and/or unduly burdensome, in DocuSign's sole discretion. Subscriber may retrieve and store copies of eContracts for storage outside of the System at any time during the Term of the Service Plan when Subscriber is in good financial standing under these Terms and Conditions, and may delete or purge eContracts from the System at its own discretion. DocuSign may, at its sole discretion, delete an uncompleted eContract from the System immediately and without notice upon earlier of: (i) expiration of the Envelope (where Subscriber has established an expiration for such Envelope, not to exceed 365 days); or (ii) expiration of the Term. DocuSign assumes no liability or responsibility for a party's failure or inability to electronically sign any eContract within such a period of time. DocuSign may retain Transaction Data for as long as it has a

business purpose to do so. 9. BUSINESS AGREEMENT BENEFITS You may receive or be eligible for certain pricing structures, discounts, features, promotions, and other benefits (collectively, "Benefits") through a business or government Subscriber's agreement with us (a "Business Agreement"). Any and all such Benefits are provided to you solely as a result of the corresponding Business Agreement and such Benefits may be modified or terminated without notice. If you use the Subscription Service where a business or government entity pays your charges or is otherwise liable for the charges, you authorize us to share your account information with that entity and/or its authorized agents. If you are enrolled in a Service Plan or receive certain Benefits tied to a Business Agreement with us, but you are liable for your own charges, then you authorize us to share enough account information with that entity and its authorized agents to verify your continuing eligibility for those Benefits and the Service Plan. 10. FEES AND PAYMENT TERMS The Service Plan rates, charges, and other conditions for use are set forth in the Site. Subscriber will pay DocuSign the applicable charges for the Services Plan as set forth on the Site. If you add more Authorized Users than the number of Seats you purchased, we will add those Authorized Users to your Account and impose additional charges for such additional Seats on an ongoing basis. Charges for pre-paid Service Plans will be billed to Subscriber in advance. Charges for per use purchases and standard Service Plan charges will be billed in arrears. When you register for an Account, you will be required to provide DocuSign with accurate, complete, and current credit card information for a valid credit card that you are authorized to use. You must promptly notify us of any change in your invoicing address or changes related to the credit card used for payment. By completing your registration for the Services Plan, you authorize DocuSign or its agent to bill your credit card the applicable Service Plan charges, any and all applicable taxes, and any other charges you may incur in connection with your use of the Subscription Service, all of which will be charged to your credit card. Each time you use the Subscription Service, or allow or cause the Subscription Service to be used, you reaffirm that we are authorized to charge your credit card. You may terminate your Account and revoke your credit card authorization as set forth in the Term and Termination section of these Terms and Conditions. We will provide you with one invoice in a format we choose, which may change from time to time, for all Subscription Service associated with each Account and any charges of a third party on whose behalf we bill. Payment of all charges is due and will be charged to your credit card upon your receipt of an invoice. Billing cycle end dates may change from time to time. When a billing cycle covers less than or more than a full month, we may make reasonable adjustments and/or prorations. If your Account is a qualified business account and is approved by us in writing for corporate billing, charges will be accumulated, identified by Account identification number, and invoiced on a monthly basis. You agree that we may (at our option) accumulate charges incurred during your monthly billing cycle and submit them as one or more aggregate charges during or at the end of each cycle, and that we may delay obtaining authorization from your credit card issuer until submission of the accumulated charge(s). This means that accumulated charges may appear on the statement you receive from your credit card issuer. If DocuSign does not receive payment from your credit card provider, you agree to pay all amounts due upon demand. DocuSign reserves the right to correct any errors or mistakes that it makes even if it has already requested or received payment. Your credit card issuer's agreement governs your use of your credit card in connection with the Subscription Service, and you must refer to such agreement (not these Terms and Conditions) with respect to your rights and liabilities as a cardholder. You are solely responsible for any and all fees charged to your credit card by the issuer, bank, or financial institution including, but not limited to, membership,

overdraft, insufficient funds, and over the credit limit fees. You agree to notify us about any billing problems or discrepancies within 20 days after they first appear on your invoice. If you do not bring them to our attention within 20 days, you agree that you waive your right to dispute such problems or discrepancies. We may modify the price, content, or nature of the Subscription Service and/or your Service Plan at any time. If we modify any of the foregoing terms, you may cancel your use of the Subscription Service. We may provide notice of any such changes by e-mail, notice to you upon log-in, or by publishing them on the Site. Your payment obligations survive any termination of your use of the Subscription Service before the end of the billing cycle. Any amount not paid when due will be subject to finance charges equal to 1.5% of the unpaid balance per month or the highest rate permitted by applicable usury law, whichever is less, determined and compounded daily from the date due until the date paid. Subscriber will reimburse any costs or expenses (including, but not limited to, reasonable attorneys' fees) incurred by DocuSign to collect any amount that is not paid when due. DocuSign may accept any check or payment in any amount without prejudice to DocuSign's right to recover the balance of the amount due or to pursue any other right or remedy. Amounts due to DocuSign under these Terms and Conditions may not be withheld or offset by Subscriber for any reason against amounts due or asserted to be due to Subscriber from DocuSign. Unless otherwise noted and Conditions are denominated in United States dollars, and Subscriber will pay all such amounts in United States dollars. Other than federal and state net income taxes imposed on DocuSign by the United States, Subscriber will bear all taxes, duties, VAT and other governmental charges (collectively, "taxes") resulting from these Terms and Conditions or transactions conducted in relation to these Terms and Conditions. Subscriber will pay any additional taxes as are necessary to ensure that the net amounts received and retained by DocuSign after all such taxes are paid are equal to the amounts that DocuSign would have been entitled to in accordance with these Terms and Conditions as if the taxes did not exist.

**11. DEPOSITS, SERVICE LIMITS, CREDIT REPORTS, AND RETURN OF BALANCES** You authorize us to ask consumer reporting agencies or trade references to furnish us with employment and credit information, and you consent to our rechecking and reporting personal and/or business payment and credit history if, in our sole discretion, we so choose. If you believe that we have reported inaccurate information about your account to a consumer reporting agency, you may send a written notice describing the specific inaccuracy to the address provided in the Notices section below. For you to use the Subscription Service, we may require a deposit or set a service limit. The deposit will be held as a partial guarantee of payment. It cannot be used by you to pay your invoice or delayed payment. Unless otherwise required by law, deposits may be mixed with other funds and will not earn interest. We reserve the right to increase your deposit if we deem appropriate. You may request that we reevaluate your deposit on an annual basis, which may result in a partial or total refund of the deposit to you or credit to your account. If you default or these Terms and Conditions are terminated, we may, without notice to you, apply any deposit towards payment of any amounts you owe to us. After approximately 90 days following termination of these Terms and Conditions, any remaining deposit or other credit balance in excess of amounts owed will be returned without interest, unless otherwise required by law, to you at your last known address. You agree that any amounts under \$15 will not be refunded to cover our costs of closing your account. If the deposit balance is undeliverable and returned to us, we will hold it for you for one year from the date of return and, during that period, we may charge a service fee against the deposit balance. You hereby grant us a security interest in any deposit we require to secure the performance of your obligations under these Terms and

Conditions.

**12. TERM AND TERMINATION** The term of these Terms and Conditions for each Account begins on the date you register for an Account and continues for the term specified by the Service Plan you purchase (the "Term"). You may terminate your Account at any time upon 10 days advance written notice to DocuSign following the Notice procedures set forth in these Terms and Conditions. Unless you terminate your Account or you set your Account to not auto renew, your Service Plan will automatically renew at the end of its Term (each a "Renewal Term"), and you authorize us (without notice) to collect the then-applicable fee and any taxes for the renewed Service Plan, using any credit card we have on record for you. Service Plan fees and features may change over time. Your Service Plan for a Renewal Term will be the one we choose as being closest to your Service Plan from the prior Term. For any termination (including when you switch your Account), you will be responsible for payment of all fees and charges through the end of the billing cycle in which termination occurs. If you terminate your annual Service Plan Account within the first 30 days of the Term, you may submit written request to DocuSign following the Notice procedures set forth in these Terms and Conditions, for a full refund of the prepaid fees paid by you to DocuSign. You will be limited to one refund. You agree that termination of an annual Service Plan after the first 30 days will not entitle you to any refund of prepaid fees. You will be in default of these Terms and Conditions if you: (a) fail to pay any amount owed to us or an affiliate of ours or any amount appearing on your invoice; (b) have amounts still owing to us or an affiliate of ours from a prior account; (c) breach any provision of these Terms and Conditions; (d) violate any policy applicable to the Subscription Service; (e) are subject to any proceeding under the Bankruptcy Code or similar laws; or (f) if, in our sole discretion, we believe that your continued use of the Subscription Service presents a threat to the security of other users of the Subscription Service. If you are in default, we may, without notice to you, suspend your Account and use of the Subscription Service, withhold refunds and terminate your Account, in addition to all other remedies available to us. We may require reactivation charges to reactivate your Account after termination or suspension. The following provisions will survive the termination of these Terms and Conditions and your Account: Sections 3, 9-11, and 15-23.

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1.866.219.4318. Neither party will be liable for, or be considered to be in breach of or default on account of, any delay or failure to perform as required by these Terms and Conditions as a result of any cause or condition beyond such party's reasonable control, so long as such party uses all commercially reasonable efforts to avoid or remove such causes of non-performance or delay. These Terms and Conditions are governed in all respects by the laws of the State of Washington as such laws are applied to agreements entered into and to be performed entirely within Washington between Washington residents. Any controversy or claim arising out of or relating to these Terms and Conditions, the Hosted Service, or the Site will be settled by binding arbitration in accordance with the commercial arbitration rules of the American Arbitration Association. Any such controversy or claim shall be arbitrated on an individual basis, and shall not be consolidated in any arbitration with any claim or controversy of any other party. The arbitration will be conducted in King County, Washington, and judgment on the arbitration award may be entered into any court having jurisdiction thereof. The award of the arbitrator shall be final and binding upon the parties without appeal or review except as permitted by Washington law. Notwithstanding the foregoing, either party may seek any interim or preliminary injunctive relief from any court of competent jurisdiction, as necessary to protect the party's rights or property pending the completion of arbitration. By using the Site or the Subscription Service, you consent and submit to the exclusive jurisdiction and venue of the state and federal courts located in King County, Washington. Any legal action by Subscriber arising under these Terms and Conditions must be initiated within two years after the cause of action arises. The waiver by either party of any breach of any provision of these Terms and Conditions does not waive any other breach. The failure of any party to insist on strict performance of any covenant or obligation in accordance with these Terms and Conditions will not be a waiver of such party's right to demand strict compliance in the future, nor will the same be construed as a novation of these Terms and Conditions. If any part of these Terms and Conditions is found to be illegal, unenforceable, or invalid, the remaining portions of these Terms and Conditions will remain in full force and effect. If any material limitation or restriction on the grant of any license to Subscriber under these Terms and Conditions is found to be illegal, unenforceable, or invalid, the license will immediately terminate. Except as set forth in Section 2 of these Terms and Conditions, these Terms and Conditions may not be amended except in writing signed by both you and us. In the event that we make such a change that has a material adverse impact on your rights or use of the Service, you may terminate these Terms and Conditions by giving us notice within 20 days of the date we notify you, and you will not be charged any cancellation fee. These Terms and Conditions are the final and complete expression of the agreement between these parties regarding the Subscription Service. These Terms and Conditions supersede, and the terms of these Terms and Conditions govern, all previous oral and written communications regarding these matters.

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**Contract Information**

Mall

Contract &amp; Solicitation Title: Valve Exercising and Hydrant Maintenance Service

Contract Summary: CONTRACTOR agrees to provide labor, equipment, materials (other than the parts provided by Metro Water Services (MWS)), tools, fees, data transfer, permitting, etc., for the exercising of valves and the maintenance of Fire Hydrants, in accordance with MWS standards.

Contract Number: 6485695 Solicitation Number: 77152 Requisition Number: 4019865

Replaces Expiring Contract? (Enter "No" or Expiring Contract No.): 371163

Type of Contract/PO: IDIQ Contract Requires Council Legislation: No

**High Risk Contract** (Per Finance Department Contract Risk Management Policy): No**Sexual Harassment Training Required** (per BL2018-1281): Yes

Estimated Start Date: 2/15/2021 Estimated Expiration Date: 2/14/2026 Contract Term: 60 Months

Estimated Contract Life Value: \$3,000,000.00 Fund: 67331 BU: 65556810

Payment Terms: Net 30 Selection Method: RFP

Procurement Staff: Scott Ferguson BAO Staff: Evans Cline

Procuring Department: Water Services Department(s) Served: Water Services

**Prime Contractor Information**

Prime Contracting Firm: Hydromax USA LLC ISN#: 8023

Address: 344 Inderrieden Road, PO Box 70 City: Chandler State: IN Zip: 47610

Prime Contractor is a Uncertified/Unapproved : SBE  SDV  MBE  WBE  (select/check if applicable)

Prime Company Contact: Debbie Herrenbruck Email Address: debbie.herrenbruck@hydromaxusa.com Phone #: 812-925-3930

Prime Contractor Signatory: Jon Smith Email Address: jon.smith@hydromaxusa.com

**Disadvantaged Business Participation for Entire Contract**

Small Business and Service Disabled Veteran Business Program:

SBE/SDV Participation Amount: \$1,952,433.00 Percent, if applicable: 17

Equal Business Opportunity (EBO) Program:

Program Not Applicable Amount: N/A Percent, if applicable: N/A

Federal Disadvantaged Business Enterprise:

No Amount: N/A Percent, if applicable: N/A

\* Amounts and/or percentages are not exclusive.

B2GNow (Contract Compliance Monitoring): Yes

**Summary of Offer**

Offeror Name	Disadv. Bus. (Check if applicable)	Score (RFQ Only)	Evaluated Cost	Result
Hydromax USA LLC	X	98.00	\$11,484,900.00	Awarded
Pure Technologies US	X	89.46	\$13,530,452.00	Evaluated but not selected

## Terms and Conditions

### 1. GOODS AND SERVICES CONTRACT

#### 1.1. Heading

This contract is initiated by and between **The Metropolitan Government of Nashville and Davidson County (METRO)** and **Hydromax USA LLC (CONTRACTOR)** located at **344 Inderrieden Road, PO Box 70, Chandler, IN 47610**. This Contract consists of the following documents:

- *Any properly executed contract amendment (most recent with first priority),*
- *This document, including exhibits,*
  - *Exhibit A – Scope of Work*
  - *Exhibit B – Pricing*
  - *Exhibit C – ISA Terms and Conditions*
- *The solicitation documentation for RFQ# 77152 and affidavit(s) (all made a part of this contract by reference),*
- *Purchase Orders (and PO Changes),*
- *CONTRACTOR's response to the solicitation,*
- *Equal Business Opportunity (EBO) Program forms (incorporated by reference).*

In the event of conflicting provisions, all documents shall be construed in the order listed above.

### 2. THE PARTIES HEREBY AGREE TO THE FOLLOWING TERMS AND CONDITIONS:

#### 2.1. Duties and Responsibilities

CONTRACTOR agrees to provide labor, equipment, materials (other than the parts provided by Metro Water Services (MWS)), tools, fees, data transfer, permitting, etc., for the exercising of valves and the maintenance of Fire Hydrants, in accordance with MWS standards and as described in Exhibit A.

This is an indefinite delivery/indefinite quantity (IDIQ) contract.

#### 2.2. Delivery and/or Installation.

All deliveries (if provided by the performance of this Contract) are F.O.B. Destination, Prepaid by Supplier, Inside Delivery, as defined by METRO.

METRO assumes no liability for any goods delivered without a purchase order. All deliveries shall be made as defined in the solicitation or purchase order and by the date specified on the purchase order.

Installation, if required by the solicitation and/or purchase order shall be completed by the date specified on the purchase order.

### 3. CONTRACT TERM

### **3.1. Contract Term**

The Contract Term will begin on the date this Contract is approved by all required parties and filed in the Metropolitan Clerk's Office. The Contract Term will end sixty (60) months from the date of filing with the Metropolitan Clerk's Office.

In no event shall the term of this Contract exceed sixty (60) months from the date of filing with the Metropolitan Clerk's Office.

## **4. COMPENSATION**

### **4.1. Contract Value**

This Contract has an estimated value of \$3,000,000.00. The pricing details are included in Exhibit B and are made a part of this Contract by reference. CONTRACTOR shall be paid as work is completed and METRO is accordingly, invoiced based on the following schedule:

Monthly as work is completed and approved by Metro.

### **4.2. Other Fees**

There will be no other charges or fees for the performance of this Contract. METRO will make reasonable efforts to make payments within 30 days of receipt of invoice but in any event shall make payment within 60 days. METRO will make reasonable efforts to make payments to Small Businesses within 15 days of receipt of invoice but in any event shall make payment within 60 days.

### **4.3. Payment Methodology**

Payment in accordance with the terms and conditions of this Contract shall constitute the entire compensation due CONTRACTOR for all goods and/or services provided under this Contract.

METRO will compensate CONTRACTOR in accordance with Exhibit A of this Contract. Subject to these payment terms and conditions, CONTRACTOR shall be paid for delivered/Performed products and/or services properly authorized by METRO in accordance with this Contract. Compensation shall be contingent upon the satisfactory provision of the products and/or services as determined by METRO.

### **4.4. Escalation/De-escalation**

This Contract is eligible for annual escalation/de-escalation adjustments. The request for adjustment must be in accordance with Exhibit A and submitted by CONTRACTOR to the Purchasing Agent no less than sixty (60) days prior to the **annual anniversary** of the filing of this Contract with the METRO Clerk's Office. Any such adjustment, if approved by the Purchasing Agent, shall become effective on the anniversary of the filing of this Contract with the METRO Clerk's Office.

### **4.5. Electronic Payment**

All payments shall be effectuated by ACH (Automated Clearing House).

#### **4.6. Invoicing Requirements**

CONTRACTOR shall submit invoices for payment in a format acceptable to METRO and shall submit invoices no more frequently than monthly for satisfactorily and accurately performed services. CONTRACTOR shall be paid monthly as work is completed and invoices are approved by METRO. Invoices shall detail this Contract Number accompanied by any necessary supporting documentation as required by METRO. CONTRACTOR shall submit all invoices no later than ninety (90) days after the services have been delivered/performed.

Payment of an invoice by METRO shall not waive METRO's rights of revocation of acceptance due to non-conformity or the difficulty of discovery of the non-conformance. Such revocation of acceptance shall occur within a reasonable time after METRO discovers or should have discovered the non-conforming product and/or service but prior to any substantial change in condition of the products and/or services caused by METRO.

#### **4.7. Subcontractor/Subconsultant Payments**

When payment is received from METRO, CONTRACTOR shall within fourteen (14) calendar days pay all subcontractors, subconsultants, laborers, and suppliers the amounts they are due for the work covered by such payment. In the event METRO becomes informed that CONTRACTOR has not paid a subcontractor, subconsultant, laborer, or supplier as provided herein, METRO shall have the right, but not the duty, to issue future checks and payments to CONTRACTOR of amounts otherwise due hereunder naming CONTRACTOR and any such subcontractor, subconsultant, laborer, or supplier as joint payees. Such joint check procedure, if employed by METRO, shall create no rights in favor of any person or entity beyond the right of the named payees to payment of the check and shall not be deemed to commit METRO to repeat the procedure in the future. If persistent, this may be determined to be a material breach of this Contract.

### **5. TERMINATION**

#### **5.1. Breach**

Should CONTRACTOR fail to fulfill in a timely and proper manner its obligations under this Contract or if it should violate any of the terms of this Contract, METRO shall identify the breach and CONTRACTOR shall cure the performance within thirty (30) days. If CONTRACTOR fails to satisfactorily provide cure, METRO shall have the right to immediately terminate this Contract. Such termination shall not relieve CONTRACTOR of any liability to METRO for damages sustained by virtue of any breach by CONTRACTOR.

#### **5.2. Lack of Funding**

Should funding for this Contract be discontinued, METRO shall have the right to terminate this Contract immediately upon written notice to CONTRACTOR.

#### **5.3. Notice**

METRO may terminate this Contract at any time upon thirty (30) days written notice to CONTRACTOR. Should METRO terminate this Contract, CONTRACTOR shall immediately cease work and deliver to METRO, within thirty (30) days, all completed or partially completed satisfactory work, and METRO shall determine and pay to CONTRACTOR the amount due for satisfactory work.

## **6. NONDISCRIMINATION**

### **6.1. METRO's Nondiscrimination Policy**

It is the policy of METRO not to discriminate on the basis of race, creed, color, national origin, age, sex, or disability in its hiring and employment practices, or in admission to, access to, or operation of its programs, services, and activities.

### **6.2. Nondiscrimination Requirement**

No person shall be excluded from participation in, be denied benefits of, be discriminated against in the admission or access to, or be discriminated against in treatment or employment in METRO's contracted programs or activities, on the grounds of race, creed, color, national origin, age, sex, disability, or any other classification protected by federal or Tennessee State Constitutional or statutory law; nor shall they be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of contracts with METRO or in the employment practices of METRO's CONTRACTORs. **CONTRACTOR certifies and warrants that it will comply with this nondiscrimination requirement.** Accordingly, all offerors entering into contracts with METRO shall, upon request, be required to show proof of such nondiscrimination and to post in conspicuous places that are available to all employees and applicants, notices of nondiscrimination.

### **6.3. Equal Business Opportunity (EBO) Program Requirement**

The consideration and contact of minority-owned and/or woman-owned business enterprises is required for a responsive offer to most solicitations. The provision of the Equal Business Opportunity (EBO) Program documents shall be part of each applicable solicitation response and incorporated herein by reference. CONTRACTOR agrees to comply with the Equal Business Opportunity (EBO) Program, if applicable, in the execution of this Contract.

### **6.4. Covenant of Nondiscrimination**

All offerors have committed to the Covenant of Nondiscrimination when registering with METRO to do business. To review this document, go to METRO's website.

### **6.5. Americans with Disabilities Act (ADA)**

CONTRACTOR assures METRO that all services provided shall be completed in full compliance with the Americans with Disabilities Act ('ADA') 2010 ADA Standards for Accessible Design, enacted by law March 15, 2012, as has been adopted by METRO. CONTRACTOR will ensure that participants with disabilities will have communication access that is equally effective as that provided to people without disabilities. Information shall be made available in accessible formats, and auxiliary aids and services shall be provided upon the reasonable request of a qualified person with a disability.

## **7. INSURANCE**

### **7.1. Proof of Insurance**

During the term of this Contract, for any and all awards, CONTRACTOR shall, at its sole expense, obtain and maintain in full force and effect for the duration of this Contract, including any extension(s), the types and amounts of insurance identified below. Proof of insurance shall be required naming METRO as additional insured and identifying either the project name, RFQ, Purchase Order, or Contract number on the ACORD document.

**7.2. Professional Liability Insurance**

In the amount of one million (\$1,000,000.00) dollars

**7.3. Automobile Liability Insurance**

In the amount of one million (\$1,000,000.00) dollars (if CONTRACTOR will be coming on Metro Property or making on-site deliveries)

**7.4. General Liability Insurance**

In the amount of one million (\$1,000,000.00) dollars.

**7.5. Worker's Compensation Insurance (if applicable)**

CONTRACTOR shall maintain workers' compensation insurance with statutory limits required by the State of Tennessee or other applicable laws and Employer's Liability Insurance with limits of no less than one hundred thousand (\$100,000.00) dollars, as required by the laws of Tennessee (Not required for companies with fewer than five (5) employees).

**7.6. Such insurance shall:**

Contain or be endorsed to contain a provision that includes METRO, its officials, officers, employees, and volunteers as additional insureds with respect to liability arising out of work or operations performed by or on behalf of CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. The coverage shall contain no special limitations on the scope of its protection afforded to the above-listed insureds.

For any claims related to this Contract, CONTRACTOR's insurance coverage shall be primary insurance with respects to METRO, its officers, officials, employees, and volunteers. Any insurance or self-insurance programs covering METRO, its officials, officers, employees, and volunteers shall be in excess of CONTRACTOR's insurance and shall not contribute with it.

Automotive Liability insurance shall include vehicles owned, hired, and/or non-owned. Said insurance shall include coverage for loading and unloading hazards. Insurance shall contain or be endorsed to contain a provision that includes METRO, its officials, officers, employees, and volunteers as additional insureds with respect to liability arising out of automobiles owned, leased, hired, or borrowed by or on behalf of CONTRACTOR.

CONTRACTOR shall maintain Workers' Compensation insurance (if applicable) with statutory limits as required by the State of Tennessee or other applicable laws and Employers' Liability insurance. CONTRACTOR shall require each of its subcontractors to provide Workers' Compensation for all of the latter's employees to be engaged in such work unless such employees are covered by CONTRACTOR's Workers' Compensation insurance coverage.

**7.7. Other Insurance Requirements**

Prior to commencement of services, CONTRACTOR shall furnish METRO with original certificates and amendatory endorsements effecting coverage required by this section and provide that such insurance shall not be cancelled, allowed to expire, or be materially reduced in coverage except on 30 days' prior written notice to:

**PROCUREMENTCOI@NASHVILLE.GOV (preferred method)**

**OR**

**DEPARTMENT OF FINANCE**

**PROCUREMENT DIVISION**

**730 2ND AVE SOUTH, STE 101**

**P.O. BOX 196300**

**NASHVILLE, TN 37219-6300**

Provide certified copies of endorsements and policies if requested by METRO in lieu of or in addition to certificates of insurance.

Replace certificates, policies, and/or endorsements for any such insurance expiring prior to completion of services.

Maintain such insurance from the time services commence until services are completed. Failure to maintain or renew coverage and to provide evidence of renewal may be treated by METRO as a material breach of this Contract.

Said insurance shall be with an insurer licensed to do business in Tennessee and having A.M. Best Company ratings of no less than A-. Modification of this standard may be considered upon appeal to the METRO Director of Risk Management Services.

Require all subcontractors to maintain during the term of this Contract, Commercial General Liability insurance, Business Automobile Liability insurance, and Worker's Compensation/ Employers Liability insurance (unless subcontractor's employees are covered by CONTRACTOR's insurance) in the same manner as specified for

CONTRACTOR. CONTRACTOR shall require subcontractor's to have all necessary insurance and maintain the subcontractor's certificates of insurance.

Any deductibles and/or self-insured retentions greater than \$10,000.00 must be disclosed to and approved by METRO **prior to the commencement of services.**

If CONTRACTOR has or obtains primary and excess policy(ies), there shall be no gap between the limits of the primary policy and the deductible features of the excess policies.

## **8. GENERAL TERMS AND CONDITIONS**

### **8.1. Taxes**

METRO shall not be responsible for any taxes that are imposed on CONTRACTOR. Furthermore, CONTRACTOR understands that it cannot claim exemption from taxes by virtue of any exemption that is provided to METRO.

### **8.2. Warranty**

CONTRACTOR warrants that for a period of one year from date of delivery and/or installation, whichever is later, the goods provided, including software, shall be free of any defects that interfere with or prohibit the use of the goods for the purposes for which they were obtained.

During the warranty period, METRO may, at its option, request that CONTRACTOR repair or replace any defective goods, by written notice to CONTRACTOR. In that event, CONTRACTOR shall repair or replace the defective goods, as required by METRO, at CONTRACTOR's expense, within thirty (30) days of written notice.

Alternatively, METRO may return the defective goods, at CONTRACTOR's expense, for a full refund. Exercise of either option shall not relieve CONTRACTOR of any liability to METRO for damages sustained by virtue of CONTRACTOR's breach of warranty.

### **8.3. Software License**

CONTRACTOR warrants and represents that it is the owner of or otherwise has the right to and does hereby grant METRO a license to use any software provided for the purposes for which the software was obtained or proprietary material set forth in METRO's solicitation and/or CONTRACTOR's response to the solicitation.

### **8.4. Confidentiality**

Tennessee Code Annotated § 10-7-504(i) specifies that information which would allow a person to obtain unauthorized access to confidential information or to government property shall be maintained as confidential. "Government property" includes electronic information processing systems, telecommunication systems, or other communications systems of a governmental entity subject to this chapter. Such records include: (A) Plans, security codes, passwords, combinations, or computer programs used to protect electronic information and government property; (B) Information that would identify those areas of structural or operational vulnerability that would permit unlawful disruption to, or interference with, the services provided by a governmental entity; and (C) Information that could be used to disrupt, interfere with, or gain unauthorized access to electronic information or government property.

The foregoing listing is not intended to be comprehensive, and any information which METRO marks or otherwise designates as anything other than "Public Information" will be deemed and treated as sensitive information, which is defined as any information not specifically labeled as "Public Information". Information which qualifies as "sensitive information" may be presented in oral, written, graphic, and/or machine-readable formats. Regardless of presentation format, such information will be deemed and treated as sensitive information.

CONTRACTOR, and its Agents, for METRO, may have access to sensitive information. CONTRACTOR, and its Agents, are required to maintain such information in a manner appropriate to its level of sensitivity. All sensitive information must be secured at all times including, but not limited to, the secured destruction of any written or electronic information no longer needed. The unauthorized access, modification, deletion, or disclosure of any METRO information may compromise the integrity and security of METRO, violate individual rights of privacy, and/or constitute a criminal act.

Upon the request of METRO, CONTRACTOR shall return all information in whatever form in a format chosen by METRO. In the event of any disclosure or threatened disclosure of METRO information, METRO is further authorized and entitled to immediately seek and obtain injunctive or other similar relief against CONTRACTOR, including but not limited to emergency and ex parte relief where available.

### **8.5. Information Ownership**

All METRO information is and shall be the sole property of METRO. CONTRACTOR hereby waives any and all statutory and common law liens it may now or hereafter have with respect to METRO information. Nothing in this Contract or any other agreement between METRO and CONTRACTOR shall operate as an obstacle to such METRO's right to retrieve any and all METRO information from CONTRACTOR or its agents or to retrieve such information or place such information with a third party for provision of services to METRO, including without limitation, any outstanding payments, overdue payments and/or disputes, pending legal action, or arbitration. Upon METRO's request, CONTRACTOR shall supply METRO with an inventory of METRO information that CONTRACTOR stores and/or backs up.

Any information provided to the CONTRACTOR, including information provided by METRO customers or citizens, is only to be used to fulfill the contracted services. Any additional information that is inferred or determined based on primary information that is provided to the CONTRACTOR, i.e. "second-order data", is only to be used to fulfill the contracted services. This information is not to be used for marketing or commercial purposes and the CONTRACTOR asserts no rights to this information outside of fulfilling the contracted services. Storage of this information is not allowed outside United States' jurisdiction.

### **8.6. Information Security Breach Notification**

In addition to the notification requirements in any Business Associate Agreement with METRO, when applicable, CONTRACTOR shall notify METRO of any data breach within 24 hours of CONTRACTOR's knowledge or reasonable belief (whichever is earlier) that such breach has occurred (Breach Notice) by contacting the METRO ITS Help Desk. The Breach Notice should describe the nature of the breach, the scope of the information compromised, the date the breach occurred, and the identities of the individuals affected or potentially affected by the breach as well as specific information about the data compromised so that METRO can properly notify those individuals whose information was compromised. CONTRACTOR shall periodically update the information contained in the Breach Notice to METRO and reasonably cooperate with METRO in connection with METRO's efforts to mitigate the damage or harm of such breach.

### **8.7. Virus Representation and Warranty**

CONTRACTOR represents and warrants that Products and/or Services, or any media upon which the Products and/or Services are stored, do not have, nor shall CONTRACTOR or its Agents otherwise introduce into METRO's systems, network, or infrastructure, any type of software routines or element which is designed to or capable of unauthorized access to or intrusion upon, disabling, deactivating, deleting, or otherwise damaging or interfering with any system, equipment, software, data, or the METRO network. In the event of a breach of this representation and warranty, CONTRACTOR shall compensate METRO for any and all harm, injury, damages, costs, and expenses incurred by METRO resulting from the breach.

For CONTRACTOR managed systems, CONTRACTOR shall install and maintain ICSA Labs certified or AV-Test approved Antivirus Software and, to the extent possible, use real time protection features. CONTRACTOR shall maintain the Anti-virus Software in accordance with the Antivirus Software provider's recommended practices. In addition, CONTRACTOR shall ensure that:

- Anti-virus Software checks for new Anti-virus signatures no less than once per day, and;
- Anti-virus signatures are current and no less recent than two versions/releases behind the most current version/release of the Anti-virus signatures for the Anti-virus Software

### **8.8. Copyright, Trademark, Service Mark, or Patent Infringement**

CONTRACTOR shall, at its own expense, be entitled to and shall have the duty to defend any suit that may be brought against METRO to the extent that it is based on a claim that the products or services furnished infringe a Copyright, Trademark, Service Mark, or Patent. CONTRACTOR shall further indemnify and hold harmless METRO against any award of damages and costs made against METRO by a final judgment of a court of last resort in any such suit. METRO shall provide CONTRACTOR immediate notice in writing of the existence of such claim and full right and opportunity to conduct the defense thereof, together with all available information and reasonable cooperation, assistance and authority to enable CONTRACTOR to do so. No costs or expenses shall be incurred for the account of CONTRACTOR without its written consent. METRO reserves the right to participate in the defense of any such action. CONTRACTOR shall have the right to enter into negotiations for and the right to effect settlement or compromise of any such action, but no such settlement or compromise shall be binding upon METRO unless approved by the METRO Department of Law Settlement Committee and, where required, the METRO Council.

If the products or services furnished under this Contract are likely to, or do become, the subject of such a claim of infringement, then without diminishing CONTRACTOR's obligation to satisfy the final award, CONTRACTOR may at its option and expense:

- Procure for METRO the right to continue using the products or services
- Replace or modify the alleged infringing products or services with other equally suitable products or services that are satisfactory to METRO, so that they become non-infringing
- Remove the products or discontinue the services and cancel any future charges pertaining thereto

Provided; however, that CONTRACTOR will not exercise the Remove option above until CONTRACTOR and METRO have determined that the Procure and/or Replace options are impractical. CONTRACTOR shall have no liability to METRO; however, if any such infringement or claim thereof is based upon or arises out of:

- The use of the products or services in combination with apparatus or devices not supplied or else approved

by CONTRACTOR;

- The use of the products or services in a manner for which the products or services were neither designated nor contemplated; or,
- The claimed infringement in which METRO has any direct or indirect interest by license or otherwise, separate from that granted herein.

### **8.9. Maintenance of Records**

CONTRACTOR shall maintain documentation for all charges against METRO. The books, records, and documents of CONTRACTOR, insofar as they relate to work performed or money received under this Contract, shall be maintained for a period of three (3) full years from the date of final payment and will be subject to audit, at any reasonable time and upon reasonable notice by METRO or its duly appointed representatives. The records shall be maintained in accordance with generally accepted accounting principles. In the event of litigation, working papers and other documents shall be produced in accordance with applicable laws and/or rules of discovery. Breach of the provisions of this paragraph is a material breach of this Contract.

All documents and supporting materials related in any manner whatsoever to this Contract or any designated portion thereof, which are in the possession of CONTRACTOR or any subcontractor or subconsultant shall be made available to METRO for inspection and copying upon written request from METRO. Said documents shall also be made available for inspection and/or copying by any state, federal or other regulatory authority, upon request from METRO. Said records include, but are not limited to, all drawings, plans, specifications, submittals, correspondence, minutes, memoranda, tape recordings, videos, or other writings or things which document the procurement and/or performance of this Contract. Said records expressly include those documents reflecting the cost, including all subcontractors' records and payroll records of CONTRACTOR and subcontractors.

### **8.10. Monitoring**

CONTRACTOR's activities conducted and records maintained pursuant to this Contract shall be subject to monitoring and evaluation by METRO, the Department of Finance, the Division of Internal Audit, or their duly appointed representatives.

METRO shall have the option of reviewing and performing a security assessment of the information security management practices of CONTRACTOR. METRO shall have the right, at its expense, during normal business hours and with reasonable advance notice, to evaluate, test, and review at CONTRACTOR's premises the Products and/or Services to ensure compliance with the terms and conditions of this Contract. METRO shall have the right to conduct such audits by use of its own employees and internal audit staff, or by use of outside consultants and auditors.

### **8.11. METRO Property**

Any METRO property, including but not limited to books, records, and equipment that is in CONTRACTOR's possession shall be maintained by CONTRACTOR in good condition and repair, and shall be returned to METRO by CONTRACTOR upon termination of this Contract. All goods, documents, records, and other work product and property produced during the performance of this Contract are deemed to be METRO property. METRO property includes, but is not limited to, all documents which make up this Contract; all other documents furnished by METRO; all goods, records, reports, information , data, specifications, computer programs, technical reports, operating manuals and similar work or other documents, conceptual drawings, design documents, closeout

documents, and other submittals by CONTRACTOR of any of its subcontractors; and, all other original works of authorship, whether created by METRO, CONTRACTOR or any of its subcontractors embodied in any tangible medium of expression, including, without limitation, pictorial, graphic, sculptural works, two (2) dimensional works, and three (3) dimensional works. Any of Contractor's or its subcontractors' works of authorship comprised within the Work Product (whether created alone or in concert with Metro or a third party) shall be deemed to be "works made for hire" and made in the course of services rendered and, whether pursuant to the provisions of Section 101 of the U.S. Copyright Act or other Applicable Law, such Work Product shall belong exclusively to Metro. Contractor and its subcontractors grant Metro a non-exclusive, perpetual, worldwide, fully paid up, royalty-free license, with rights to sublicense through multiple levels of sublicenses, to reproduce, make, have made, create derivative works of, distribute, publicly perform and publicly display by all means, now known or later developed, such rights.

Except as to Contracts involving sensitive information, CONTRACTOR may keep one (1) copy of the aforementioned documents upon completion of this Contract; provided, however, that in no event shall CONTRACTOR use, or permit to be used, any portion of the documents on other projects without METRO's prior written authorization. CONTRACTOR shall maintain sensitive information securely and if required by METRO, provide secured destruction of said information. Distribution and/or reproduction of METRO sensitive information outside of the intended and approved use are strictly prohibited unless permission in writing is first received from the METRO Chief Information Security Officer. The storage of METRO sensitive information to third-party hosted network storage areas, such as Microsoft Skydrive, Google Docs, Dropbox, or other cloud storage mechanisms, shall not be allowed without first receiving permission in writing from the METRO Chief Information Security Officer .

#### **8.12. Modification of Contract**

This Contract may be modified only by written amendment executed by all parties and their signatories hereto. All change orders, where required, shall be executed in conformance with section 4.24.020 of the Metropolitan Code of Laws.

#### **8.13. Partnership/Joint Venture**

This Contract shall not in any way be construed or intended to create a partnership or joint venture between the Parties or to create the relationship of principal and agent between or among any of the Parties. None of the Parties hereto shall hold itself out in a manner contrary to the terms of this paragraph. No Party shall become liable for any representation, act, or omission of any other Party contrary to the terms of this Contract.

#### **8.14. Waiver**

No waiver of any provision of this Contract shall affect the right of any Party to enforce such provision or to exercise any right or remedy available to it.

#### **8.15. Employment**

CONTRACTOR shall not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal or laying off of any individual due to race, creed, color, national origin, age, sex, or which is

Contract Purchase Agreement 6485695, 0

in violation of applicable laws concerning the employment of individuals with disabilities.

CONTRACTOR shall not knowingly employ, permit, dispatch, subcontract, or instruct any person who is an undocumented and/or unlawful worker to perform work in whole or part under the terms of this Contract.

Violation of either of these contract provisions may result in suspension or debarment if not resolved in a timely manner, not to exceed ninety (90) days, to the satisfaction of METRO.

#### **8.16. Compliance with Laws**

CONTRACTOR agrees to comply with all applicable federal, state and local laws and regulations.

#### **8.17. Iran Divestment Act**

In accordance with the Iran Divestment Act, Tennessee Code Annotated ' 12-12-101 et seq., CONTRACTOR certifies that to the best of its knowledge and belief, neither CONTRACTOR nor any of its subcontractors are on the list created pursuant to Tennessee Code Annotated ' 12-12-106. Misrepresentation may result in civil and criminal sanctions, including contract termination, debarment, or suspension from being a contractor or subcontractor under METRO contracts.

#### **8.18. Taxes and Licensure**

CONTRACTOR shall have all applicable licenses and be current on its payment of all applicable gross receipt taxes and personal property taxes.

#### **8.19. Ethical Standards**

It shall be a breach of the Ethics in Public Contracting standards in the Metropolitan Code of Laws for any person to offer, give or agree to give any employee or former employee, or for any employee or former 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, 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 of a contract or subcontract or to any solicitation or proposal therefore. It shall be a breach of the Ethics in Public Contracting standards 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 a person associated therewith, as an inducement for the award of a subcontract or order. Breach of the provisions of this paragraph is, in addition to a breach of this contract, a breach of ethical and legal standards which may result in civil or criminal sanction and/or debarment or suspension from being a contractor or subcontractor under METRO contracts.

Pursuant to Metropolitan Code of Laws, Section 4.48.02, entities and persons doing business with, or proposing to do business with, the Metropolitan Government of Nashville & Davidson County must adhere to the ethical standards prescribed in Section 4.48 of the Code. By signing this contract, you agree that you have read the standards in Section 4.48 and understand that you are obligated to follow them. Violation of any of those standards is a breach of contract and a breach of legal standards that may result in sanctions, including those set out in Section 4.48

#### **8.20. Indemnification and Hold Harmless**

CONTRACTOR shall indemnify and hold harmless METRO, its officers, agents, and employees from:

- A. Any claims, damages, costs, and attorney fees for injuries or damages arising, in part or in whole, from the negligent or intentional acts or omissions of CONTRACTOR, its officers, employees, and/or agents, including its sub or independent contractors, in connection with the performance of the contract.
- B. Any claims, damages, penalties, costs, and attorney fees arising from any failure of CONTRACTOR, its officers, employees, and/or agents, including its sub or independent contractors, to observe applicable laws, including, but not limited to, labor laws and minimum wage laws.
- C. In any and all claims against METRO, its officers, agents, or employees, by any employee of CONTRACTOR, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for CONTRACTOR or any subcontractor under workers' compensation acts, disability acts, or other employee benefit acts.
- D. METRO will not indemnify, defend, or hold harmless in any fashion CONTRACTOR from any claims arising from any failure, regardless of any language in any attachment or other document that CONTRACTOR may provide.
- E. CONTRACTOR shall pay METRO any expenses incurred as a result of CONTRACTOR's failure to fulfill any obligation in a professional and timely manner under this Contract.

#### **8.21. Attorney Fees**

CONTRACTOR agrees that in the event either party takes legal action to enforce any provision of this Contract or to obtain a remedy for any breach of this Contract, and in the event METRO prevails in such action, CONTRACTOR shall pay all expenses of such action incurred at any and all stages of the litigation, including costs, and reasonable attorney fees for METRO.

#### **8.22. Assignment--Consent Required**

The provisions of this Contract shall inure to the benefit of and shall be binding upon the respective successors and assignees of the parties hereto. Except for the rights of money due to CONTRACTOR under this Contract, neither this Contract nor any of the rights and obligations of CONTRACTOR hereunder shall be assigned or transferred in whole or in part without the prior written consent of METRO. Any such assignment or transfer shall not release CONTRACTOR from its obligations hereunder.

NOTICE OF ASSIGNMENT OF ANY RIGHTS TO MONEY DUE TO CONTRACTOR UNDER THIS CONTRACT MUST BE SENT TO THE ATTENTION OF:

**PRG@NASHVILLE.GOV (preferred method)**

**OR**

**METRO PURCHASING AGENT**

**DEPARTMENT OF FINANCE**

**PROCUREMENT DIVISION**

**730 2ND AVENUE SOUTH**

**PO BOX 196300**

**NASHVILLE, TN 37219-6300**

Funds Assignment Requests should contain complete contact information (contact person, organization name, address, telephone number, and email) for METRO to use to request any follow up information needed to complete or investigate the requested funds assignment. To the extent permitted by law, METRO has the discretion to approve or deny a Funds Assignment Request.

**8.23. Entire Contract**

This Contract sets forth the entire agreement between the parties with respect to the subject matter hereof and shall govern the respective duties and obligations of the parties.

**8.24. Force Majeure**

No party shall have any liability to the other hereunder by reason of any delay or failure to perform any obligation or covenant if the delay or failure to perform is occasioned by *force majeure*, meaning any act of God, storm, fire, casualty, unanticipated work stoppage, strike, lockout, labor dispute, civil disturbance, riot, war, national emergency, act of Government, act of public enemy, or other cause of similar or dissimilar nature beyond its control.

**8.25. Governing Law**

The validity, construction, and effect of this Contract and any and all extensions and/or modifications thereof shall be governed by the laws of the State of Tennessee. Tennessee law shall govern regardless of any language in any attachment or other document that CONTRACTOR may provide.

**8.26. Venue**

Any action between the Parties arising from this Contract shall be maintained in the courts of Davidson County, Tennessee.

**8.27. Severability**

Should any provision of this Contract be declared to be invalid by any court of competent jurisdiction, such provision shall be severed and shall not affect the validity of the remaining provisions of this Contract.

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Contract Number 6485695

**Notices and Designation of Agent for Service of Process**

All notices to METRO shall be mailed or hand delivered to:

**PURCHASING AGENT**

**PROCUREMENT DIVISION**

**DEPARTMENT OF FINANCE**

**PO BOX 196300**

**NASHVILLE, TN 37219-6300**

**PRG@NASHVILLE.GOV**

(THE FOLLOWING MUST BE COMPLETED BY CONTRACTOR. N/A OR "X" IS NOT ACCEPTABLE)

Notices to CONTRACTOR shall be mailed or hand delivered to:

CONTRACTOR: Hydromax USA

Attention: Shane Majetich

Address: 14301 First National Bank Parkway, Suite 207, Omaha, NE 68154

Telephone: 813-305-6610

Fax: N/a

E-mail: [shane.majetich@hydromaxusa.com](mailto:shane.majetich@hydromaxusa.com)

CONTRACTOR designates the following as the CONTRACTOR's agent for service of process and will waive any objection to service of process if process is served upon this agent:

**(THIS SECTION MUST BE COMPLETED)**

Designated Agent: Hydromax USA

Attention: Randall Wilson

Address: 14301 First National Bank Parkway, Suite 207, Omaha, NE 68154

E-mail: [shane.majetich@hydromaxusa.com](mailto:shane.majetich@hydromaxusa.com)

**[SPACE INTENTIONALLY LEFT BLANK]**

Contract Number 6485695**Effective Date**

This contract shall not be binding upon the parties until it has been fully electronically approved by the supplier, the authorized representatives of the Metropolitan Government, and filed in the office of the Metropolitan Clerk.

**THE METROPOLITAN GOVERNMENT OF  
NASHVILLE AND DAVIDSON COUNTY****APPROVED AS TO PROJECT SCOPE:***Scott Potter*

Dept. / Agency / Comm. Head or Board Chair.

*AKD*

Dept. Fin.

**APPROVED AS TO COMPLIANCE WITH  
PROCUREMENT CODE:***Michelle A. Hernandez Lane**SF*

Purchasing Agent

Purchasing

**APPROVED AS TO AVAILABILITY OF FUNDS:***Kevin Cumbortho**TE**SH*

Director of Finance

OMB

BA

**APPROVED AS TO FORM AND LEGALITY:***Tara Ladd**BL*

Metropolitan Attorney

Insurance

**FILED BY THE METROPOLITAN CLERK:***Elizabeth Waites*

3/2/2021

7:45 AM CST

Metropolitan Clerk

Date

**CONTRACTOR:***Hydromax USA*

Company Name

*Jon Smith*

Signature of Company's Contracting Officer

*Jon Smith*

Officer's Name

*CEO*

Officer's Title

## Exhibit A

### Scope of Work

#### **Scope:**

Contractor to provide labor, equipment, materials (other than the parts provided by Metro Water Services (MWS)), tools, fees, data transfer, permitting, etc., for the exercising of valves and the maintenance of Fire Hydrants, in accordance with MWS standards.

Potential valve and fire hydrant sites are located throughout the MWS service area in and around Davidson County.

There are no guaranteed minimum or maximum quantities of parts to be ordered or services to be performed for this RFP. The estimated quantities shown on the associated Bid Schedule are provided for bid evaluation purposes only and are subject to change as the contract proceeds. Parts will be ordered as needed – occasionally on short notice. Contractor may provide design assistance for MWS repairs and technical field services.

All work must conform to the requirements of the Scope of Work, MWS Standard Specifications, Bid Schedule, and any permit requirements (Public Works, TDOT, etc.).

Data will be documented for each asset as provided in the Data Collection section.

#### ***Bid Form Descriptions***

Item 1: Locate the Valves or Hydrants: The Contractor is expected to locate all water distribution valves or hydrants. If a valve cannot be located in thirty minutes after analyzing maps while using a magnetic locator and probing rods the valve will be labeled as a cannot locate (CNL). If a hydrant cannot be located, then the MWS Field Inspector needs to be notified. MWS Field Inspector must confirm that adequate location effort has been exhausted prior to payment for cannot locate assets. The pay item is based on a unit price. Data will be documented for each asset as provided in the Data Collection section.

Item 2: Accessing the Valves or Hydrants:

- a) To access a valve the Contractor needs to remove the valve box cover. If the Contractor is unable to remove the valve box cover, the MWS Field Inspector needs to be notified to determine if it will be labeled as a cannot access (CNA). If a hydrant is deemed inaccessible the MWS Field Inspector needs to be notified and this will be labeled as a cannot access (CNA).
- b) Each valve or hydrant shall be identified by the corresponding Metro Water Services identification number. If an identification number is not assigned to a valve, the Contractor is expected to create a temporary number. If an identification number is not assigned to a hydrant then the MWS Field Inspector needs to be notified. The proposed temporary numbering system

needs to incorporate the map and quadrant the valve exists in and a sequential number beginning with 900.

- c) Valve or Hydrant Inspection: The Contractor will perform a visual inspection of the valve, box/vault or hydrant at street level to identify any discrepancies.

This pay item is based on a unit price.

Item 3: Clean Out Valve Box/Vault: If a valve nut is not fully exposed, the Contractor is expected to clean out the valve box by using the approved vacuum and water pump. The Contractor is expected to provide a vacuum and water pump with each work crew. At the beginning of each shift the water tanks are expected to be full and the debris tanks are expected to be empty. This pay item is based on a unit price.

Item 4-17: Valve Exercising: The Contractor will begin the exercising process by first verifying with the MWS Field Inspector each valve size and type as well as the specific exercising guidelines. At minimum these will include:

- a) Valves 4" and under must be hand turned.
- b) Valves 6" – 10" must be hand tested before valve operating machine is used.
- c) MWS approval of valve operating equipment.
- d) Daily description of valve exercising processes with the MWS inspector.
- e) Notify the MWS Inspector when valves are found in a position other than that expected.
- f) Notify the MWS inspector if a valve is broken. It is critical that MWS is notified if a valve is broken in a different position than originally found.
- g) Valve Marking Upon Completion: Once the valve inspection and exercising are completed, the valve lid cover shall be marked three times with blue marking paint, supplied by the Contractor. The first mark will be on the underside of the lid indicating the size of the valve in inches, the second mark will be on the underside of the lid indicating the number of turns, and the third mark will be a horizontal mark (marking through the writing) on the top of the lid indicating that the valve has been exercised.

These pay items are based on unit prices.

Item 18: Hydrant Upper Barrel Repair: The contractor will provide labor, vehicles and approved equipment to repair the upper barrel of a hydrant. This consists of replacing any/all components from the top of the operating nut to the top of the upper barrel flange. MWS will supply the materials needed and the contractor is expected to be in contact with the MWS Field Inspector throughout the repair. The Pay Item is a Lump Sum Allowance against which purchases are made at cost plus a fixed fee according to an approved initial estimate of quantities.

Item 19: Hydrant Lower Barrel Repair: The contractor will provide labor, vehicles and

approved equipment to repair the lower barrel of a hydrant. This consists of replacing any/all components from the upper barrel flange to the hydrant shoe. MWS will supply the materials needed and the contractor is expected to be in contact with the MWS Field Inspector throughout the repair. The Pay Item is a Lump Sum Allowance against which purchases are made at cost plus a fixed fee according to an approved initial estimate of quantities.

Item 20: Hydrant Flowing: The Contractor will provide labor, vehicles and approved equipment to assist the MWS Field Inspector with hydrant flowing activities. The contractor needs to be in constant communication with the MWS field inspector since he/she will be monitoring the system pressure. Other responsibilities may include:

- a) Installing approved appurtenances on hydrant (gauges, diverters, diffusers and/or de-chlorinators).
- b) Communicating pressure (static and flow) and posttest free chlorine readings to MWS Field Inspector.
- c) Updating the MWS Field Inspector so a determination can be made when to stop opening the hydrant.
- d) Clearing the water main and performing pressure tests.
- e) Inspecting and servicing the hydrant as needed (greasing caps, securing cap chains, minor vegetation removal, etc.).
- f) Taking pressure and water hammer precautions.

The pay item is based on a unit price.

Item 21: Inoperable Assets: The Contractor shall cease all activities if an MWS asset is compromised or is showing signs of failure. This can include but is not limited to free spinning valve nuts, the need for unusual amount of torque, hydrant will not flow, etc.

Data Collection:

GPS Data: In addition to the database attribute requirements, the following data shall be generated for the valves and hydrants by using the approved supplied equipment: Position Dilution of Precision (PDOP) value, Horizontal Dilution of Precision (HDOP) value, correction status, date recorded, time recorded, total positions, filtered positions, horizontal precision, vertical precision, standard deviation, .cor file name and location coordinates.

Documentation: The contractor shall verify with the MWS Field Inspector the data that needs to be documented for each valve and hydrant. At minimum these will include:

- a) Inspector and inspector date.
- b) Locate data and discrepancies (cannot locate (CNL), GPS only (approved by MWS inspector), maps are not accurate, etc.)
- c) Identify data and discrepancies (valve is paved over, valve type, depth of operating nut, hydrant is leaning, hydrant needs to be raised, hydrant needs to be lowered, hydrant brand, hydrant tag problems, etc.)

- d) Operational data and discrepancies (size, open direction, status (open or closed), operability (operable, broken, free spinning), if there are parts missing from the hydrant, etc.)
- e) MWS Unit ID and COMPKEY for each valve and fire hydrant.

Deliverable Database: The Contractor will provide applicable valve and hydrant data in a spatially accurate format compliant with the Metro Water Services existing data structure. Metadata, including a detailed citation describing field data collection practices, equipment settings, post processing procedures, base station used for differential correction and expected accuracy are to be submitted with final and interim data deliveries. The Contractor will also provide asset attribute and maintenance data that will be submitted directly into MWS current CMMS program, or in a specified format to be uploaded to MWS current CMMS program. These processes are described in the Business Plan section of the RFP herein by reference.

## Exhibit B

Contract Purchase Agreement 6485695,0

Pricing			
Item No.	Description	Unit	Unit Price
1	Locate the Valves or Hydrants: Cannot Locate (CNL). See Scope Document for pay item description.	EA	\$ 5.00
2	Accessing the Valves or Hydrants: Cannot Access (CNA). See Scope Document for pay item description.	EA	\$ 1.00
3	Clean Out Valve Box/Vault: See Scope Document for pay item description.	EA	\$ 5.00
4	Valve Exercising: 4 inches and smaller. See Scope Document for pay item description.	EA	\$ 30.00
5	Valve Exercising: 6 inches. See Scope Document for pay item description.	EA	\$ 30.00
6	Valve Exercising: 8 inches. See Scope Document for pay item description.	EA	\$ 46.00
7	Valve Exercising: 10 inches. See Scope Document for pay item description.	EA	\$ 46.00
8	Valve Exercising: 12 inches. See Scope Document for pay item description.	EA	\$ 46.00
9	Valve Exercising: 16 inches. See Scope Document for pay item description.	EA	\$ 115.00
10	Valve Exercising: 18 inches. See Scope Document for pay item description.	EA	\$ 155.00
11	Valve Exercising: 20 inches. See Scope Document for pay item description.	EA	\$ 155.00
12	Valve Exercising: 24 inches. See Scope Document for pay item description.	EA	\$ 155.00
13	Valve Exercising: 30 inches. See Scope Document for pay item description.	EA	\$ 295.00
14	Valve Exercising: 36 inches. See Scope Document for pay item description.	EA	\$ 295.00
15	Valve Exercising: 42 inches. See Scope Document for pay item description.	EA	\$ 295.00
16	Valve Exercising: 48 inches. See Scope Document for pay item description.	EA	\$ 295.00
17	Valve Exercising: 60 inches. See Scope Document for pay item description.	EA	\$ 295.00
18	Hydrant Lower Barrel Repair. See Scope Document for pay item description.	LS	\$ 185.00
19	Hydrant Upper Barrel Repair. See Scope Document for pay item description.	LS	\$ 370.00
20	Hydrant Flowing. See Scope Document for pay item description.	EA	\$ 43.50
21	Inoperable Assets. See Scope Document for pay item description.	EA	\$ 25.00

Escalation Index	Maximum Annual Percentage
US Consumer Price Index	2%

**SECTION A-1****General Terms and Conditions**

- 1 Safeguards.** In addition to the controls specified in the exhibits to this Agreement, Contractor agrees to implement administrative, physical, and technical safeguards to protect the availability, confidentiality and integrity of Metropolitan Government of Nashville and Davidson County (Metro Government) Information, information technology assets and services. All such safeguards shall be in accordance with industry-wide best security practices and commensurate with the importance of the information being protected, but in no event less protective than those safeguards that Contractor uses to protect its own information or information of similar importance, or is required by applicable federal or state law.
- 2 Inventory.** Contractor agrees to maintain at all times during the Term of this Agreement a Product and Service Inventory. Contractor shall upon request of Metro Government, which shall be no more frequently than semi-annually, provide the current Product and Service Inventory to Metro Government within thirty (30) days of the request.
- 3 Connection of Systems or Devices to the Metro Government Network.** Contractor shall not place any systems or devices on the Metro Government Network without the prior written permission of the Director of ITS, designee, or the designated Metro Government contact for this Agreement.
- 4 Access Removal.** If granted access to Metro Government Network or systems, Contractor and its Agents shall only access those systems, applications or information which they are expressly authorized by Metro Government to access, even if the technical controls in the system or application do not prevent Contractor or its Agent from accessing those information or functions outside of Metro Government's authorization. Contractor shall impose reasonable sanctions against any Agent who attempts to bypass security controls. Notwithstanding anything to the contrary in the Purchasing Agreement or other agreement between Metro Government and Contractor, Metro Government at its sole discretion, may refuse granting access right to Metro Government Network or Sensitive Information to any Agent of Contractor, and may at any time remove access rights (whether physical premise access or system access) from Contractor or any Agents, without prior notice or liability to Contractor, if Metro Government reasonably suspects a security violation by Contractor or such Agent or otherwise deems such action appropriate to protect Metro Government Infrastructure, Metro Government Network or Metro Government Information.

**5 Subcontracting/Outsourcing.**

**5.1 Prior Approval.** Without Metro Government's prior written consent, Contractor may not subcontract with a third party to perform any of its obligations to Metro Government which involves access to Metro Government Information or connection to Metro Government Network. Nor shall Contractor outsource any Contractor infrastructure (physical or virtual) which Stores Sensitive Information without such consent. To obtain Metro Government's consent, Contractor shall contact the Metro Government ITS department. In addition, Metro Government may withdraw any prior consent if Metro Government reasonably suspect a violation by the subcontractor or outsource provider of this Agreement, or otherwise deems such withdraw necessary or appropriate to protect Metro Government Network, Metro Government Infrastructure or Metro Government Information.

**5.2 Subcontractor Confidentiality.** Contractor Agents are bound by the same confidentiality obligations set forth in this Agreement. Contractor or its Agent may not transfer, provide access to or otherwise make available Metro Government Information to any individual or entity outside of the United States (even within its own organization) without the prior written consent of Metro Government. To obtain such consent, Contractor shall send Metro Government a notice detailing the type of information to be disclosed, the purpose of the disclosure, the recipient's identification and location, and other information required by Metro Government.

**5.3 Contractor Responsibility.** Prior to subcontracting or outsourcing any Contractor's obligations to Metro Government, Contractor shall enter into a binding agreement with its subcontractor or outsource service provider ("Third Party Agreement") which (a) prohibits such third party to further subcontract any of its obligations, (b) contains provisions no less protective to Metro Government Network, Metro Government Infrastructure and/or Metro Government Information than those in this Agreement, and (c) expressly provides Metro Government the right to audit such subcontractor or outsource service provider to the same extent that Metro Government may audit Contractor under this Agreement. Contractor warrants that the Third Party Agreement will be enforceable by Metro Government in the U.S. against the subcontractor or outsource provider (e.g., as an intended third party beneficiary under the Third Party Agreement).

Without limiting any other rights of Metro Government in this Agreement, Contractor remains fully responsible and liable for the acts or omissions of its Agents. In the event of an unauthorized disclosure or use of Sensitive Information by its Agent, Contractor shall, at its own expense, provide assistance and cooperate fully with Metro Government to mitigate the damages to Metro Government and prevent further use or disclosure.

**SECTION A-2****Definitions**

Capitalized terms used in the Agreement shall have the meanings set forth in this Exhibit A-2 or in the [Metropolitan Government Information Security Glossary](#), which can be found on the Metropolitan Government of Nashville website . Terms not defined in this Exhibit A-2 or otherwise in the Agreement shall have standard industry meanings.

1. “Affiliates” as applied to any particular entity, means those entities, businesses, and facilities that are controlled by, controlling, or under common control with a stated entity, as well as (with respect to Metro Government) any entity to which Metro Government and/or any of the foregoing provides information processing services.
2. “Agent” means any subcontractor, independent contractor, officer, director, employee, consultant or other representative of Contractor, whether under oral or written agreement, whether an individual or entity.
3. “Agreement” means this Information Security Agreement, including all applicable exhibits, addendums, and attachments.
4. “Information Breach” means any actual or suspected unauthorized disclosure or use of, or access to, Metro Government Information, or actual or suspected loss of Metro Government Information.
5. “Effective Date” means the date first set forth on page 1 of the Agreement.
6. “Metro Government Information” means an instance of an information type belonging to Metro Government. Any communication or representation of knowledge, such as facts, information, or opinions in any medium or form, including textual, numerical, graphic, cartographic, narrative or audiovisual, owned by or entrusted to Metro Government.
7. “Metro Government Infrastructure” means any information technology system, virtual or physical, which is owned, controlled, leased, or rented by Metro Government, either residing on or outside of the Metro Government Network. Metro Government Infrastructure includes infrastructure obtained from an IAAS provider or systems that are provided and located on the Metro Government Network as part of a Service.
8. “Metro Government Network” means any Wide Area Network (WAN) or Local Area Network (LAN) owned, operated, managed or controlled by Metro Government.
9. “Term” means the period during which this Agreement is in effect.

**SECTION AST****Agent Security and Training**

- 1 Background Check.** Contractor shall perform a background check which includes a criminal record check on all Agents, who may have access to Metro Government Information. Contractor shall not allow any Agents to access Metro Government Information or perform Services under a Purchasing Agreement if Contractor knows or reasonably should know that such Agent has been convicted of any felony or has been terminated from employment by any employer or contractor for theft, identity theft, misappropriation of property, or any other similar illegal acts.
- 2 Information Security Officer.** If Agents will access or handle Metro Government Information, Contractor shall designate an Information Security Officer, who will be responsible for Contractor information security and compliance with the terms of this Agreement as it relates to Metro Government Information.
- 3 Agent Access Control.** Contractor shall implement and maintain procedures to ensure that any Agent who accesses Metro Government Information has appropriate clearance, authorization, and supervision. These procedures must include:
  - 3.1** Documented authorization and approval for access to applications or information stores which contain Metro Government Information; e.g., email from a supervisor approving individual access (note: approver should not also have technical rights to grant access to Sensitive Information); documented role-based access model; and any equivalent process which retains documentation of access approval.
  - 3.2** Periodic (no less than annually) reviews of Agent user access rights in all applications or information stores which contain Sensitive Information. These reviews must ensure that access for all users is up-to-date, appropriate and approved.
  - 3.3** Termination procedures which ensure that Agent's user accounts are promptly deactivated from applications or information stores which contain Sensitive Information when users are terminated or transferred. These procedures must ensure that accounts are deactivated or deleted no more than 14 business days after voluntary termination, and 24 hours after for cause terminations.
  - 3.4** Procedures which ensure that Agent's user accounts in applications or information stores which contain Sensitive Information are disabled after a defined period of inactivity, no greater than every 180 days.
  - 3.5** Procedures which ensure that all Agents use unique authentication credentials which are associated with the Agent's identity (for tracking and auditing purposes) when accessing systems which contain Sensitive Information.
  - 3.6** Contractor will maintain record of all Agents who have been granted access to Metro Government Sensitive Information. Contractor agrees to maintain such records for the length of the agreement plus 3 years after end of agreement. Upon request, Contractor will supply Metro Government with the names and login IDs of all Agents who had or have access to Metro Government Information.

**4 Agent Training.**

- 4.1** Contractor shall ensure that any Agent who access applications or information stores which contain Metro Government Information are adequately trained on the appropriate use and protection of the information or information and the security of the application. Completion of this training must be documented and must occur before Agent may access any Sensitive Information. This training must include, at a minimum:

- 4.1.1** Appropriate identification and handling of Metro Government Information

4.1.1.1 Awareness of confidentiality requirements contained in this Agreement;

4.1.1.2 Procedures for encrypting Metro Government Information before emailing or transmitting over an Open Network, if the information classification of the information requires these controls;

4.1.1.3 Procedures for information storage on media or mobile devices (and encrypting when necessary).

**4.1.2** Education about the procedures for recognizing and reporting potential Information Security Incidents;

**4.1.3** Education about password maintenance and security (including instructions not to share passwords);

**4.1.4** Education about identifying security events (e.g., phishing, social engineering, suspicious login attempts and failures);

**4.1.5** Education about workstation and portable device protection; and

**4.1.6** Awareness of sanctions for failing to comply with Contractor security policies and procedures regarding Sensitive Information.

**4.1.7** Periodic reminders to Agents about the training topics set forth in this section.

**4.2** Contractor shall ensure that any Agent who accesses applications or information stores which contain Metro Government Information are adequately trained on the appropriate use and protection of this information. Completion of this training must be documented and must occur before Agent may access any Metro Government Information. This training must include, at a minimum:

**4.2.1** Instructions on how to identify Metro Government Information.

**4.2.2** Instructions not to discuss or disclose any Sensitive Information to others, including friends or family.

**4.2.3** Instructions not to take media or documents containing Sensitive Information home unless specifically authorized by Metro Government to do so.

**4.2.4** Instructions not to publish, disclose, or send Metro Government Information using personal email, or to any Internet sites, or through Internet blogs such as Facebook or Twitter.

**4.2.5** Instructions not to store Metro Government Information on any personal media such as cell phones, thumb drives, laptops, personal digital assistants (PDAs), unless specifically authorized by Metro Government to do so as part of the Agent's job.

**4.2.6** Instructions on how to properly dispose of Metro Government Information, or media containing Metro Government Information, according to the terms in Exhibit DMH as well as applicable law or regulations.

**5 Agent Sanctions.** Contractor agrees to develop and enforce a documented sanctions policy for Agents who inappropriately and/or in violation of Contractor's policies and this Agreement, access, use or maintain applications or information stores which contain Sensitive Information. These sanctions must be applied consistently and commensurate to the severity of the violation, regardless of level within management, and including termination from employment or of contract with Contractor.

**SECTION AV**

**Protection Against Malicious Software**

- 1 Microsoft Systems on Metro Government Networks.** For Products which will be installed on Microsoft Windows Systems residing on Metro Government Network, Contractor warrants that the Product will operate in conjunction with Metropolitan Government Antivirus Software, and will use real time protection features.
- 2 Non-Microsoft Systems on Metro Government Networks.** For Products installed on non-Microsoft Windows Systems residing on Metro Government Network, Contractor shall allow Metro Government to install Antivirus Software on such Products where technically possible. Upon Metro Government's request, Contractor shall provide the requisite information to implement such Antivirus Software in a manner which will not materially impact the functionality or speed of the Product.

**SECTION BU****Information Backup, Contingency Planning and Risk Management****1 General.**

- 1.1** Contractor agrees to backup Metro Government Information which Contractor maintains or Stores. Backup and restoration procedures and related infrastructure, including frequency of backup, offsite storage, media lifespan and media reliability, must be commensurate with the criticality and availability requirement of the Metro Government Information being backed up.
- 1.2** Upon Metro Government's request, Contractor shall supply Metro Government with an inventory of Metro Government Information that Contractor Stores and/or backed up.
- 1.3** Contractor shall periodically, no less often than annually, test backup tapes or media by restoring Metro Government Information to a system similar to the original system where the Metro Government Information are stored.
- 1.4** Upon Metro Government's request, Contractor shall supply copies of Metro Government Information in a format requested by Metro Government.
- 1.5** Contractor shall backup business critical information at a frequency determined by Metro Government business owner.

- 2 Storage of Backup Media.** Contractor shall store archival and backup media in a secured offsite location. Upon request, Contractor will promptly notify Metro Government of the physical address of the offsite location. The backups of the information should be stored in a manner commiserate with the security around the information. The backup tapes should be encrypted if the sensitivity of the information requires that level of security.
- 3 Disaster Recovery Plan.** Contractor will maintain a Disaster Recovery Plan for all applications or information stores which contain business critical information. This plan will outline the procedures necessary to restore business critical information on the application or systems in a timely fashion in the case of an emergency or disaster.
- 4 Emergency Mode Operation Plan.** Contractor shall maintain an emergency mode operating plan which ensures that systems or applications using or accessing business critical information are operational during an emergency or natural disaster, or are made operational after a disaster in a prompt manner, commensurate with the criticality of the information on the system.
- 5 Testing and Revision Procedure.** Contractor agrees to test, at least annually, Contractor Disaster Recovery Plan and emergency mode operations plan and maintain a documented procedure for such testing. Contractor shall document the results and findings from such testing and revise the plan accordingly.
- 6 Risk Management Requirements.** Contractor shall implement internal risk management practices to ensure the confidentiality, integrity and availability of Metro Government Information. These practices will be no less secure than the ones used by Contractor to protect Contractor's own Sensitive Information or information of comparable sensitivity.

**SECTION DMH****Device and Storage Media Handling**

**1** **Portable Media Controls.** Contractor (including its Agents) shall only store Metro Government Information on portable device or media when expressly authorized by Metro Government to do so. When Contractor stores Metro Government Sensitive Information or on portable device or media, Contractor shall employ the following safeguards:

- 1.1** Access to the device or media shall require a password or authentication;
- 1.2** The device or media shall be encrypted using Strong Encryption;
- 1.3** The workstation or portable device or media containing Metro Government Information must be clearly identified or labeled in such a way that it can be distinguished from other media or device which is not used to store Sensitive Information.
- 1.4** The device or media must be accounted for by a system or process which tracks the movements of all devices or media which contain Metro Government Information.

**2** **Media Disposal.**

- 2.1** Contractor shall only dispose of media containing Metro Government Information when authorized by Metro Government.
- 2.2** Contractor shall dispose of any media which stores Metro Government Information in accordance with media sanitization guidelines for media destruction as described in NIST document NIST SP800-88: Guidelines for Media Sanitization. The Guidelines are currently available at <http://csrc.nist.gov/publications/PubsSPs.html>
- 2.3** Upon Metro Government request, Contractor shall promptly provide written certification that media has been properly destroyed in accordance with this Agreement.
- 2.4** Contractor may not transport or ship media containing Metro Government Information unless the media is Encrypted using Strong Encryption, or the information on the media has been sanitized through complete information overwrite (at least three passes); or media destruction through shredding, pulverizing, or drilling holes (e.g. breaking the hard drive platters).

**3** **Media Re-Use.**

- 3.1** Contractor shall not donate, sell, or reallocate any media which stores Metro Government Information to any third party, unless explicitly authorized by Metro Government.
- 3.2** Contractor shall sanitize media which stores Metro Government Information before reuse by Contractor within the Contractor facility.

**SECTION ENC**

**Encryption and Transmission of Information**

- 1** Contractor shall Encrypt Metro Government Sensitive Information whenever transmitted over the Internet or any untrusted network using Strong Encryption. Encryption of Sensitive Information within the Metro Government Network, or within Contractor's physically secured, private information center network, is optional but recommended.
- 2** Contractor shall Encrypt Metro Government Authentication Credentials while at rest or during transmission using Strong Encryption.
- 3** Contractor shall Encrypt, using Strong Encryption, all Sensitive Information that is stored in a location which is accessible from Open Networks.
- 4** If information files are to be exchanged with Contractor, Contractor shall support exchanging files in at least one of the Strongly Encrypted file formats, e.g., Encrypted ZIP File or PGP/GPG Encrypted File.
- 5** All other forms of Encryption and secure hashing must be approved by Metro Government.

**SECTION IR****Incident Response**

**1** **Incident Reporting.** Contractor shall report any Information Security Incident of which it becomes aware, or failure of any technical or procedural controls, which has or had a potential to affect Metro Government Network, Metro Government Infrastructure or Metro Government Information to Metro Government and according to the following timeline and procedure:

**1.1** Contractor shall promptly report to Metro Government any successful Information Security Incident (with or without actual harm to system or information) within 24 hours of becoming aware of the incident. At a minimum, such report shall contain: (a) date and time when the Information Security Incident occurred; (b) the date and time when such incident was discovered by Contractor; (b) identification of the systems, programs, networks and/or Metro Government Information affected by such incident; (c) preliminary impact analysis; (d) description and the scope of the incident; and (e) any mitigation steps taken by Contractor. However, if Contractor is experiencing or has experienced a Information Breach or a successful Information Security Incident to systems that host or Store Sensitive Information or an Information Security Incident that is causing or has caused material disruption to the functionality or operation of Contractor systems or damage to Contractor hardware, software or information, including a successful attack by Malicious Software, Contractor shall report such security breach or incident to Metro Government both to the ITS Help Desk at (615) 862-HELP and to the Metro Government department within 24 hours from Contractor's reasonable awareness of such security breach or incident.

**1.2** Contractor shall document any attempted but unsuccessful Information Security Incident of which it becomes aware and report to Metro Government upon its request. The frequency, content, and format of such report will be mutually agreed upon by the parties.

**2** **Incident Response.**

**2.1** Contractor shall have a documented procedure for promptly responding to an Information Security Incidents and Information Breach that complies with applicable law and shall follow such procedure in case of an incident. Contractor shall have clear roles defined and communicated within its organization for effective internal incidence response.

**2.2** Contractor shall designate a contact person for Metro Government to contact in the event of an Information Security Incident. This contact person should possess the requisite authority and knowledge to: (i) act as a liaison to communicate between Contractor and Metro Government regarding the incident (including providing information requested by Metro Government); (ii) perform the reporting obligations of Contractor under this exhibit; and (iii) develop a mitigation strategy to remedy or mitigate any damage to Metro Government Network, Metro Government Infrastructure, Metro Government Information or the Product or Service provided to Metro Government that may result from the Information Security Incident.

**SECTION LOG****Audit Logs**

- 1 Audit Log Information.** The Product or Service will provide user activity Audit Log information. Audit Log entries must be generated for the following general classifications of events: login/logout (success and failure); failed attempts to access system resources (files, directories, information bases, services, etc.); system configuration changes; security profile changes (permission changes, security group membership); changes to user privileges; actions that require administrative authority (running privileged commands, running commands as another user, starting or stopping services, etc.); and remote control sessions (session established, login, logout, end session, etc.). Each Audit Log entry must include the following information about the logged event: date and time of event; type of event; event description; user associated with event; and network identifiers (IP address, MAC Address, etc.) or logical identifiers (system name, port, etc.).
- 2 Audit Log Integrity.** Contractor shall implement and maintain controls to protect the confidentiality, availability and integrity of Audit Logs.
- 3 User Access Audit.** Upon Metro Government's request, Contractor shall provide Audit Logs of Metro Government's users of the Product or Service to Metro Government.
- 4 Audit Log Feed.** Upon request, Contractor shall implement a regular, but in no event less than daily, automated Audit Log feed via a secured, persistent connection to Metro Government Network so that Metro Government may monitor or archive Audit Log information relating to Metro Government's users on Metro Government systems.
- 5 Audit Log Availability.**
  - 5.1** Contractor shall ensure that Audit Logs for the Product or Service for the past 90 days are readily accessible online.
  - 5.2** If for technical reasons or due to an Information Security Incident, the online Audit Logs are not accessible by Metro Government or no longer trustworthy for any reason, Contractor shall provide to Metro Government trusted Audit Log information for the past 90 days within 2 business days from Metro Government's request.
  - 5.3** Contractor shall provide or otherwise make available to Metro Government Audit Log information which are 91 days or older within 14 days from Metro Government's request.
  - 5.4** Contractor shall make all archived Audit Logs available to Metro Government no later than thirty (30) days from Metro Government's request and retrievable by Metro Government for at least one (1) year from such request.
  - 5.5** Contractor shall agree to make all Audit Logs available in an agreed upon format.

**SECTION VMGT****Contractor Managed System Requirements****1 Vulnerability and Patch Management.**

- 1.1** For all Contractor Managed Systems that store Metro Government Information, Contractor will promptly address Vulnerabilities through Security Patches. Unless otherwise requested by Metro Government, Security Patches shall be applied within fourteen (14) days from its release for Critical Security Patches, thirty (30) days for Important Security Patches, and twelve (12) months for all other applicable Security Patches. Contractor may provide an effective technical mitigation in place of a Security Patch (if no Security Patch is available or if the Security Patch is incompatible) which doesn't materially impact Metro Government's use of the system nor require additional third party products.
- 1.2** If the application of Security Patches or other technical mitigations could impact the operation of Contractor Managed System, Contractor agrees to install patches only during Metro Government approved scheduled maintenance hours, or another time period agreed by Metro Government.
- 1.3** Contractor Managed Systems on the Metro Government Network or Metro Government Infrastructure, the Metro Government retains the right to delay patching for whatever reason it deems necessary.
- 1.4** Metro Government will monitor compliance and check for Vulnerabilities on all Products on the Metro Government Network or Metro Government Infrastructure. Contractor shall provide Metro Government administrative credentials upon request for the purpose of monitoring compliance of a given Product. Metro Government will not knowingly change configurations of the Contractor Managed Systems without prior approval from Contractor.
- 1.5** Government may monitor compliance of Contractor Managed Systems. Contractor agrees to allow Metro Government to check for Vulnerabilities during agreed upon times using mutually agreed upon audit methods.
- 1.6** Contractor shall use all reasonable methods to mitigate or remedy a known Vulnerability in the Contractor Managed System according to the level of criticality and shall cooperate fully with Metro Government in its effort to mitigate or remedy the same. Upon Metro Government's request, Contractor shall implement any reasonable measure recommended by Metro Government in connection with Contractor's mitigation effort.

**2 System Hardening.**

- 2.1** Contractor Managed Systems, Contractor shall ensure that either: (i) file shares are configured with access rights which prevent unauthorized access or (ii) Contractor shall remove or disable file shares that cannot be configured with access controls set forth in (i) hereof. Access rights to file shares that remain under (i) must use the Principle of Least Privilege for granting access.
- 2.2** In the event that Contractor is providing Products or systems that are to be directly accessible from the Internet, Contractor shall disable or allow disabling by Metro Government of all active or executed software components of the Product or system that are not required for proper functionality of the Product or system.
- 2.3** Contractor shall ensure that Contractor Managed Systems are synchronized with reliable time sources and have the proper time zone set or no time offset (e.g., GMT or UTC). In the case of systems residing on the Metro Government Network, Contractor shall ensure that all such systems are synchronized with an Metro Government corporate timeserver in their respective Regional Information Centers (RDC).
- 2.4** For Contractor Managed Systems, Contractor shall remove or disable any default or guest user accounts. Default accounts that cannot be removed or disabled must have their default password changed to a Strong Password that is unique to the respective site and Metro Government.
- 2.5** For Contractor Managed Systems, Contractor shall ensure that the system is configured to disable user accounts after a certain number of failed login attempts have occurred in a period of time less than thirty (30) minutes of the last login attempt or that system monitoring and notification is configured to alert system administrators to successive failed login attempts for the same user account.

**3 Authentication.**

- 3.1** Contractor shall assign a unique user ID to any Agent or end user who accesses Sensitive Information on Contractor Managed Systems. This unique ID shall be configured so that it enables tracking of each user's activity within the system.
- 3.2** Contractor agrees to require authentication for access to Sensitive Information on Contractor Managed System.
- 3.3** Contractor agrees to configure the system to support Strong Authentication for accessing Sensitive Information from any Open Network (e.g., Internet, open wireless). For avoidance of doubt, Metro Government Network is considered a trusted network.
- 3.4** Contractor shall configure the system to expire passwords at least every one-hundred and eighty (180) days and require a password change on the next successful login. For system that cannot support Strong Passwords, Contractor shall configure the system to expire passwords every ninety (90) days.
- 3.5** Unless otherwise agreed by Metro Government, Contractor shall ensure that Contractor Managed Systems will require Strong Password for user authentication.

**4 Automatic Log off.** Contractor shall configure systems which store Sensitive Information to automatically logoff user sessions at the most after 20 minutes of inactivity.

**5 User Accountability.** Contractor shall report to Metro Government, on request, all user accounts and their respective access rights within the system within five (5) business days or less of the request.

**6 Information Segregation, Information Protection and Authorization.** Contractor shall implement processes and/or controls to prevent the accidental disclosure of Metro Government Sensitive Information to other Contractor Metro Governments, including an Affiliates of Metro Government.

**7 Account Termination.** Contractor shall disable user accounts of Agents or Metro Government end users for the system within five (5) business days of becoming aware of the termination of such individual. In the cases of cause for termination, Contractor will disable such user accounts as soon as administratively possible.

**8 System / Information Access.**

**8.1** Contractor and its Agents shall only access system, application or information which they are expressly authorized by Metro Government to access, even if the technical controls in the system or application do not prevent Contractor or its Agent from accessing those information or functions outside of Metro Government's authorization. Contractor shall impose reasonable sanctions against any Agent who attempts to bypass Metro Government security controls.

**8.2** Contractor agrees to use the Principle of Least Privilege when granting access to Contractor Managed Systems or Metro Government Information.

**9 System Maintenance.**

**9.1** Contractor shall maintain system(s) that generate, store, transmit or process Metro Government Sensitive Information according to manufacturer recommendations. Contractor shall ensure that only those personnel certified to repair such systems are allowed to provide maintenance services.

**9.2** Contractor shall keep records of all preventative and corrective maintenance on systems that generate, store, transmit or process Metro Government Sensitive Information. Such records shall include the specific maintenance performed, date of maintenance, systems that the maintenance was performed on including identifiers (e.g., DNS name, IP address) and results of the maintenance. Upon request by Metro Government, Contractor shall supply such record within thirty (30) days.



## CERTIFICATE OF LIABILITY INSURANCE

1/4/2022

DATE (MM/DD/YYYY)

1/11/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERs NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	Lockton Insurance Brokers, LLC CA License #OF15767 Three Embarcadero Center, Suite 600 San Francisco CA 94111 (415) 568-4000	CONTACT NAME: PHONE (A/C, No. Ext): E-MAIL ADDRESS:	FAX (A/C, No):	
		INSURER(S) AFFORDING COVERAGE		
INSURER A : The Travelers Indemnity Company of Connecticut		NAIC #		
INSURER B : Travelers Indemnity Company of America		25666		
INSURER C : Travelers Property Casualty Co of America		25674		
INSURER D : The Charter Oak Fire Insurance Company		25615		
INSURER E : Underwriters at Lloyds of London		10736		
INSURER F :				

COVERAGES HYDUS03 CERTIFICATE NUMBER: 17271507 REVISION NUMBER: XXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Deductible: \$2,500  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO- JECT <input type="checkbox"/> LOC  OTHER:		Y	Y	DT22-CO-8R413851-TCT-21	1/4/2021	1/4/2022	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000	
							MED EXP (Any one person)	\$ 5,000	
							PERSONAL & ADV INJURY	\$ 1,000,000	
							GENERAL AGGREGATE	\$ 2,000,000	
							PRODUCTS - COMP/OP AGG	\$ 2,000,000	
								\$	
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> Comp/Coll DED: \$5K/\$1K Trailer		Y	Y	810-31169830-21-26-G	1/4/2021	1/4/2022	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$ XXXXXXX	
							BODILY INJURY (Per accident)	\$ XXXXXXX	
							PROPERTY DAMAGE (Per accident)	\$ XXXXXXX	
								\$ XXXXXXX	
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE  DED <input type="checkbox"/> RETENTION \$ 10,000		Y	N	CUP-8R433456-21-26	1/4/2021	1/4/2022	EACH OCCURRENCE	\$ 10,000,000
							AGGREGATE	\$ 10,000,000	
								\$ XXXXXXX	
D	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input checked="" type="checkbox"/> Y / N <input checked="" type="checkbox"/> N / A	Y	Y	UB-8R399495-21-26-G	1/4/2021	1/4/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH- ER	
							E.L. EACH ACCIDENT	\$ 1,000,000	
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000	
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000	
E	Professional/Poll Liability XS PL		N	N	B0621PHYDR000421 B0621PHYDR006521	1/10/2021 1/10/2021	1/10/2022 1/10/2022	\$2,000,000 / Ded: \$25K \$3M xs \$2M	

## DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: RFQ#77152, Valve Exercising and Hydrant Maintenance Service. Metropolitan Government of Nashville and Davidson County, its officials, officers, employees and volunteers, is an Additional Insured with respect to liability arising out of the operations of the insured and to the extent provided by the policy language or endorsement issued or approved by the insurance carrier. Waiver of Subrogation applies per attached endorsement or policy language. Insurance provided to Additional Insured is primary and non-contributory as per the attached endorsements or policy language.

## CERTIFICATE HOLDER

17271507

Purchasing Agent, Metropolitan Government  
of Nashville and Davidson County,  
Metro Courthouse, Nashville, TN  
730 2nd Ave. S. Ste 101  
Nashville TN 37210

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE  
THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN  
ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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## METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY

11/6/2020 | 9:59 AM CST

Debbie Herrenbruck  
 Hydromax USA, LLC  
 344 Inderrieden Rd  
 Chandler, IN 47610

**Re: RFQ# 77152, Valve Exercising and Hydrant Maintenance Service**

Dear Ms. Herrenbruck:

The Metropolitan Government of Nashville and Davidson County (Metro) has completed the evaluation of submitted solicitation offer(s) to the above RFQ# 77152, Valve Exercising and Hydrant Maintenance Services. This letter hereby notifies you of Metro's intent to award to **Hydromax USA, LLC**, contingent upon successful contract negotiations. Please provide a certificate of Insurance indicating all applicable coverages within 15 business days of the receipt of this letter.

If the Equal Business Opportunity (EBO) Program requirements were a part of this solicitation, the awardee must forward a signed copy of the "Letter of Intent to Perform as Subcontractor/Subconsultant/Supplier/Joint Venture" for any minority/women-owned business enterprises included in the response to the Business Assistance Office within two business days from this notification.

Additionally, the awardee will be required to submit evidence of participation of and contractor's payment to all Small, Minority, and Women Owned Businesses participation in any resultant contract. This evidence shall be submitted monthly and include copies of subcontracts or purchase orders, the Prime Contractor's Application for Payment, or invoices, and cancelled checks or other supporting payment documents. Should you have any questions concerning this requirement, please contact **Evans Cline**, BAO Representative, at **615-862-6137** or at **evans.cline@nashville.gov**.

Depending on the file sizes, the responses to the procurement solicitation and supporting award documentation can be made available either by email, CD for pickup, or in person for inspection. If you desire to receive or review the documentation or have any questions, please contact Buyer **Scott Ferguson** by email at **scott.ferguson@nashville.gov** Monday through Friday between 8:30am and 3:30pm.

Thank you for participating in Metro's competitive procurement process.

Sincerely,

*Michelle A. Hernandez Lane*  
 MICHELLE A. HERNANDEZ LANE  
 Purchasing Agent

cc: Solicitation File, Other Offerors

**Pursuant to M.C.L. 4.36.010 Authority to resolve protested solicitations and awards.**

**A. Right to Protest.** Any actual or prospective bidder, offeror or contractor who is aggrieved in connection with the solicitation or award of a contract may protest to the Purchasing Agent. The protest shall be submitted in writing within ten (10) days after such aggrieved person knows or should have known of the facts giving rise thereto.

**Procurement Division**

730 Second Avenue South, Suite 112  
 P.O. Box 196300  
 Nashville, Tennessee 37219-6300

[www.Nashville.gov](http://www.Nashville.gov)  
 Phone: 615-862-6180  
 Fax: 615-862-6179

RFQ# 77152 - Valve Exercising and Hydrant Maintenance Services		
Evaluation Criteria (Max Points)	Hydromax USA, LLC	Pure Technologies US
<b>Contract Acceptance</b>	Yes	Yes
<b>Solicitation Acceptance</b>	Yes	Yes
<b>ISA Questionnaire Completed and Terms Accepted</b>	Yes	Yes
<b>BAO Documentation</b>	Yes	Yes
<b>Project Approach and Process (25 Points)</b>	24.00	22.00
<b>Project Risk and Mitigation (15 Points)</b>	14.00	13.00
<b>Qualifications and Experience (15 Points)</b>	15.00	15.00
<b>Experience on Similar Projects (15 Points)</b>	15.00	14.00
<b>Cost Criteria (30 Points)</b>	30.00	25.46
<b>Total (100 Points)</b>	<b>98.00</b>	<b>89.46</b>
<b>Strengths &amp; Weaknesses</b>		

### Hydromax USA, LLC

**Strengths:** Firm demonstrated how the requirements and provisions of the scope of this project will be implemented and delivered with a comprehensive plan for completing the specified work in accordance with the scope. Firm demonstrated knowledge of the project objectives/goals and existing conditions and assumptions. Firm demonstrated efficient use of manpower, material resources, equipment and technology necessary for completing the project efficiently within the constraints outlined in the scope. Firm demonstrated their knowledge and experience in locating and exercising water valves, flowing water hydrants and performing hydrant repair in an urban, rural and suburban setting as a maintenance service to water utility services with more than 50,000 customers. Firm provided adequate documentation of similar projects of similar size and scope of Metro.

**Weaknesses:** Firm did not thoroughly explain their training program for field staff. Firm did not include a detailed QA/QC Plan in the proposal. Firm did not provide a detailed list of proposed equipment.

### Pure Technologies US

**Strengths:** Firm demonstrated how the requirements and provisions of the scope of this project will be implemented and delivered with a comprehensive plan for completing the specified work in accordance with the scope. Firm demonstrated knowledge of the project. Firm demonstrated their knowledge and experience in locating and exercising water valves, flowing water hydrants and performing hydrant repair in an urban, rural and suburban setting as a maintenance service to water utility services with more than 50,000 customers.

**Weaknesses:** Firm did not demonstrate adequate knowledge of the project objectives/goals and existing conditions/assumptions. Firm did not demonstrate efficient use of manpower, material resources, equipment and technology necessary for completing the project efficiently within the constraints outlined in the scope. Firm did not thoroughly explain their training program for field staff. Firm did not provide assumptions that are being made to successfully achieve the schedule. Firm did not include a detailed QA/QC Plan in the proposal. Firm did not provide a detailed list of proposed equipment. Firm did not provide all project managers and key field personnel that provided services on their similar projects.

Solicitation Title & Number	RFP				
	RFP Cost Points	SBE/SDV Points	Total Cost Points		
Offeror's Name	Total Bid Amount	SBE/SDV Participation Amount	RFP Cost Points	SBE/SDV Points	Total Cost Points
Hydromax USA, LLC	\$11,484,900	\$1,952,433	30.00	0.00	30.00
Pure Technologies US	\$13,530,452	\$2,300,177	25.46	0.00	25.46

**BAO Small Business Assessment Sheet**

BAO Specialist: Cline, Evans
Contract Specialist: Ferguson, Scott
10/30/2020

Department Name: Water
RFP/ITB Number: 77152

Project Name: Valve Exercising and Hydrant Maintenance Service
--

Primary Contractor*	Prime Bid Amount	Total Proposed SBE (\$)	SBE Subs approved?	SBE (%)	Comments
Hydromax USA, LLC	\$11,484,900.31	\$1,952,433.00	Yes	17	The prime is not an approved SBE and proposed Metro-approved SBE/SDV sub Snelling Personnel Services at 17%.

Agreement 6485695 Final Draft - Compatibility Mode

Main document changes and comments

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Hydromax USA LLC		
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Enter Address		
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344 Inderrieden Road, PO Box 70		
<b>Page 1: Deleted</b>	<b>Ferguson, Scott (Finance)</b>	<b>2/1/2021 9:31:00 AM</b>
City		
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Chandler		
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ZIP		
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<i>[Enter Description (i.e. Hourly Rates)]</i>		
●		
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● <i>Scope of Work</i>		
● <i>Exhibit B – Pricing</i>		
<i>Exhibit C – ISA Terms and Conditions</i>		
●		

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*Exhibit B - [Enter Description (i.e. Task Details)]*

*Exhibit C -[Enter Description (i.e. ISA Terms and Conditions)]*

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*[Enter Number]*

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77152

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labor, equipment, materials (other than the parts provided by Metro Water Services (MWS)), tools, fees, data transfer, permitting, etc., for the exercising of valves and the maintenance of Fire Hydrants, in accordance with MWS standards and as described in Exhibit A.

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the goods and/or services as briefly described below and more fully defined in the solicitation.

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This is an indefinite delivery/indefinite quantity (IDIQ) contract.

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This Contract may be extended by Contract Amendment. The option to extend may be exercised by and at the discretion of the Purchasing Agent. However, i

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I

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[Agreement Amount]

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3,000,000.00

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A

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B

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Monthly as work is completed and approved by Metro.

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monthly

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#### **Products Liability Insurance**

**In the amount of one million (\$1,000,000.00) dollars (If the CONTRACTOR is manufacturing or producing the goods purchased by METRO)**

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#### **Abuse and Molestation Insurance**

**Abuse and molestation Insurance in the amount of one million (\$1,000,000.00) dollars.**

#### **Cyber Liability Insurance**

**Cyber Liability Insurance in the amount of one million (\$1,000,000.00) dollars(for companies that have access to personal information (SSN's Addresses of employees,customers or students)).**

#### **Technological Errors and Omissions Insurance**

**Technological Errors and Omissions Insurance in the amount of one million (\$1,000,000.00) dollars(for software and hardware manufacturers & website designers).**

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Header and footer changes

Text Box changes

Header and footer text box changes

Footnote changes

Endnote changes

## Certificate Of Completion

Envelope Id: FAA201436473491C8EEC5A6D4BECBE15  
 Subject: Metro Contract 6485695 with Hydromax USA LLC (Water Services)  
 Source Envelope:  
 Document Pages: 45  
 Certificate Pages: 17  
 AutoNav: Enabled  
 EnvelopeD Stamping: Enabled  
 Time Zone: (UTC-06:00) Central Time (US & Canada)

Status: Completed

Envelope Originator:  
 Procurement Resource Group  
 730 2nd Ave. South 1st Floor  
 Nashville, TN 37219  
 prg@nashville.gov  
 IP Address: 170.190.198.185

## Record Tracking

Status: Original  
 2/17/2021 4:20:45 PM  
 Holder: Procurement Resource Group  
 prg@nashville.gov

Location: DocuSign

Signer Events	Signature	Timestamp
Scott Ferguson Scott.Ferguson@nashville.gov Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.185	Sent: 2/17/2021 4:44:01 PM Viewed: 2/18/2021 7:25:54 AM Signed: 2/18/2021 7:27:03 AM

### Electronic Record and Signature Disclosure:

Accepted: 2/18/2021 7:25:54 AM  
 ID: c82ea9fa-256d-48b2-a31d-7f5affc2d774

Michelle A. Hernandez Lane  
 michelle.lane@nashville.gov  
 Chief Procurement Officer/Purchasing Agent  
 Metro  
 Security Level: Email, Account Authentication (None)



Signature Adoption: Pre-selected Style  
 Using IP Address: 170.190.198.185

Sent: 2/18/2021 7:27:06 AM  
 Viewed: 2/19/2021 3:26:10 PM  
 Signed: 2/19/2021 3:26:14 PM

### Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Amanda Deaton-Moyer  
 Amanda.Deaton-Moyer@nashville.gov  
 Security Level: Email, Account Authentication (None)



Signature Adoption: Pre-selected Style  
 Using IP Address: 170.190.198.185

Sent: 2/19/2021 3:26:18 PM  
 Viewed: 2/19/2021 4:05:45 PM  
 Signed: 2/21/2021 2:54:43 PM

### Electronic Record and Signature Disclosure:

Accepted: 2/19/2021 4:05:45 PM  
 ID: d60ab862-cb7f-4ed6-942c-226fe74e85f5

Sebastian Hoffmann  
 Sebastian.Hoffmann@nashville.gov  
 Security Level: Email, Account Authentication (None)

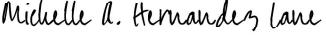
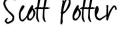


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 Signed: 2/22/2021 7:33:46 AM

### Electronic Record and Signature Disclosure:

Accepted: 2/22/2021 7:33:13 AM  
 ID: bc51454a-8c5e-4360-b1b9-298877656352

Signer Events	Signature	Timestamp
Jon Smith jon.smith@hydromaxusa.com CEO Hydromax USA Security Level: Email, Account Authentication (None)		Sent: 2/22/2021 7:33:49 AM Viewed: 2/22/2021 2:18:12 PM Signed: 2/23/2021 10:35:49 AM
<b>Electronic Record and Signature Disclosure:</b> Accepted: 2/22/2021 2:18:12 PM ID: 3f9730b5-9b1a-4ebe-ac50-dd5e997f060f	Signature Adoption: Pre-selected Style Using IP Address: 98.188.201.242	
Michelle A. Hernandez Lane michelle.lane@nashville.gov Chief Procurement Officer/Purchasing Agent Metro Security Level: Email, Account Authentication (None)		Sent: 2/23/2021 10:35:53 AM Viewed: 2/25/2021 5:34:03 PM Signed: 2/25/2021 5:34:15 PM
<b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign	Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.185	
Scott Potter scott.potter@nashville.gov Security Level: Email, Account Authentication (None)		Sent: 2/25/2021 5:34:19 PM Viewed: 2/26/2021 8:41:47 AM Signed: 2/26/2021 8:41:57 AM
<b>Electronic Record and Signature Disclosure:</b> Accepted: 2/26/2021 8:41:47 AM ID: d1cf925-9e2b-4d6c-8c70-150ce0ef9f43	Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.192	
Tom Eddlemon Tom.Eddlemon@nashville.gov Security Level: Email, Account Authentication (None)		Sent: 2/26/2021 8:42:02 AM Viewed: 2/26/2021 9:49:57 AM Signed: 2/26/2021 9:50:15 AM
<b>Electronic Record and Signature Disclosure:</b> Accepted: 2/26/2021 9:49:57 AM ID: c86ec52e-6983-4aa8-94a9-e67bf82adfc5	Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.185	
Kevin Cumbo/tlo talia.lomaxodneal@nashville.gov Director of Finance Security Level: Email, Account Authentication (None)		Sent: 2/26/2021 9:50:19 AM Viewed: 2/26/2021 10:48:58 AM Signed: 2/26/2021 10:49:09 AM
<b>Electronic Record and Signature Disclosure:</b> Accepted: 2/26/2021 10:48:58 AM ID: 1f37539e-0ab2-403e-bd82-08d00c52580c	Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.185	
Sally Palmer sally.palmer@nashville.gov Security Level: Email, Account Authentication (None)	<b>Completed</b>	Sent: 2/26/2021 10:49:12 AM Viewed: 2/26/2021 2:04:27 PM Signed: 2/26/2021 2:07:08 PM
<b>Electronic Record and Signature Disclosure:</b> Accepted: 2/26/2021 2:04:27 PM ID: e00f7e72-be28-4efe-bcf8-b360bc2dbcb1	Using IP Address: 170.190.198.100	

Signer Events	Signature	Timestamp
Balogun Cobb balogun.cobb@nashville.gov Security Level: Email, Account Authentication (None)		Sent: 2/26/2021 2:07:16 PM Viewed: 2/26/2021 2:36:17 PM Signed: 2/26/2021 2:37:44 PM

**Electronic Record and Signature Disclosure:**

Accepted: 2/26/2021 2:36:17 PM  
ID: 16b6597e-dd58-48f2-923a-f7fd2cb3d18e

Tara Ladd  
tara.ladd@nashville.gov  
Assistant Metropolitan Attorney  
Security Level: Email, Account Authentication (None)



Signature Adoption: Pre-selected Style  
Using IP Address: 170.190.198.185

Sent: 2/26/2021 2:37:47 PM  
Resent: 3/1/2021 8:09:42 AM  
Viewed: 3/1/2021 12:53:06 PM  
Signed: 3/1/2021 12:53:34 PM

**Electronic Record and Signature Disclosure:**

Accepted: 3/1/2021 12:53:06 PM  
ID: 3ee7ae45-fcb4-442f-802b-94350294be28

Elizabeth Waites  
Elizabeth.Waites@nashville.gov  
Security Level: Email, Account Authentication (None)



Signature Adoption: Pre-selected Style  
Using IP Address: 170.190.198.185

Sent: 3/1/2021 12:53:37 PM  
Resent: 3/2/2021 5:07:45 AM  
Viewed: 3/2/2021 7:45:15 AM  
Signed: 3/2/2021 7:45:22 AM

**Electronic Record and Signature Disclosure:**

Accepted: 3/2/2021 7:45:15 AM  
ID: 3dd2fa7a-e6f4-4688-af40-6e68fae54317

**In Person Signer Events****Editor Delivery Events****Agent Delivery Events****Intermediary Delivery Events**

Sally Palmer  
sally.palmer@nashville.gov  
Security Level: Email, Account Authentication (None)

**Signature****Timestamp****Status****Timestamp****Status****Timestamp****Status****Timestamp**

Using IP Address: 170.190.198.100

Sent: 2/26/2021 2:07:13 PM  
Viewed: 2/26/2021 2:12:39 PM  
Completed: 3/2/2021 7:45:29 AM

**Electronic Record and Signature Disclosure:**

Accepted: 3/2/2021 5:07:36 AM  
ID: 75d1d91d-3dd8-44a2-a2c9-e0fdccfa9b0b

**Certified Delivery Events****Carbon Copy Events****Status****Timestamp****Status****Timestamp**

Sent: 3/2/2021 7:45:26 AM

**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

Carbon Copy Events	Status	Timestamp
Alan Hand alan.hand@nashville.gov Security Level: Email, Account Authentication (None)	<b>COPIED</b>	Sent: 3/2/2021 7:45:27 AM Viewed: 3/2/2021 8:05:53 AM
<b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign		
Amber Gardner Amber.Gardner@nashville.gov Security Level: Email, Account Authentication (None)	<b>COPIED</b>	Sent: 3/2/2021 7:45:28 AM
<b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign		
Debbie Herrenbruck debbie.herrenbruck@hydromaxusa.com Admin Assistant Security Level: Email, Account Authentication (None)	<b>COPIED</b>	Sent: 3/2/2021 7:45:29 AM
<b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign		
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	2/17/2021 4:44:01 PM
Certified Delivered	Security Checked	3/2/2021 7:45:15 AM
Signing Complete	Security Checked	3/2/2021 7:45:22 AM
Completed	Security Checked	3/2/2021 7:45:29 AM
Payment Events	Status	Timestamps
<b>Electronic Record and Signature Disclosure</b>		

**1. ACCEPTANCE OF TERMS AND CONDITIONS** These Terms and Conditions govern your ("Subscriber" or "you") use of DocuSign's on-demand electronic signature service (the "Subscription Service"), as accessed either directly through DocuSign.com, DocuSign.net, or through a DocuSign affiliate's web page offering a Service Plan (collectively, the "Site"). By depositing any document into the System (as defined below), you accept these Terms and Conditions (including your corresponding Service Plan, the DocuSign.com Terms of Use, and all policies and guidelines referenced and hereby incorporated into these Terms and Conditions) and any modifications that may be made to the Terms and Conditions from time to time. If you do not agree to these Terms and Conditions, you should not use the Subscription Service or visit or browse the Site. These Terms and Conditions constitute a binding legal agreement between you and DocuSign, Inc. ("DocuSign," "we," "us," and "our"). Please read them carefully and print a copy for your future reference.

**2. MODIFICATION OF TERMS AND CONDITIONS** We reserve the right to modify these Terms and Conditions at any time and in any manner at our sole discretion by: (a) posting a revision on the Site; or (b) sending information regarding the amendment to the email address you provide to us.

**YOU ARE RESPONSIBLE FOR REGULARLY REVIEWING THE SITE TO OBTAIN TIMELY NOTICE OF ANY AMENDMENTS. YOU SHALL BE DEEMED TO HAVE ACCEPTED SUCH AMENDMENTS BY CONTINUING TO USE THE SUBSCRIPTION SERVICE FOR MORE THAN 20 DAYS AFTER SUCH AMENDMENTS HAVE BEEN POSTED OR INFORMATION REGARDING SUCH AMENDMENTS HAS BEEN SENT TO YOU.**

You agree that we shall not be liable to you or to any third party for any modification of the Terms and Conditions.

**3. DEFINITIONS**

- â€œAccountâ€? means a unique account established by Subscriber to enable its Authorized Users to access and use the Subscription Service.
- â€œAuthorized Userâ€? means any employee or agent of Subscriber, identified by a unique email address and user name, who is registered under the Account, provided that no two persons may register, access or use the Subscription Service as the same Authorized User.
- â€œContractâ€? refers to a contract, notice, disclosure, or other record or document deposited into the System by Subscriber for processing using the Subscription Service.
- â€œEnvelopeâ€? means an electronic record containing one or more eContracts consisting of a single page or a group of pages of data uploaded to the System.
- â€œSeatâ€? means an active Authorized User listed in the membership of an Account at any one time. No two individuals may log onto or use the Subscription Service as the same Authorized User, but Subscriber may unregister or deactivate Authorized Users and replace them with other Authorized Users without penalty, so long as the number of active Authorized Users registered at any one time is equal to or less than the number of Seats purchased.
- â€œService Planâ€? means the right to access and use the Subscription Service for a specified period in exchange for a periodic fee, subject to the Service Plan restrictions and requirements that are used to describe the selected Service Plan on the Site. Restrictions and requirements may include any or all of the following: (a) number of Seats and/or Envelopes that a Subscriber may use in a month or year for a fee; (b) fee for sent Envelopes in excess of the number of Envelopes allocated to Subscriber under the Service Plan; (c) per-seat or per-user restrictions; (d) the license to use DocuSign software products such as DocuSign Connect Express in connection with the Subscription Service; and (e) per use fees.
- â€œSpecificationsâ€? means the technical specifications set forth in the â€œSubscription Service Specificationsâ€? available at <http://docusign.com/company/specifications>.
- â€œSubscription Serviceâ€? means DocuSign's on-demand electronic signature service, as updated from time

to time, which provides on-line display, certified delivery, acknowledgement, electronic signature, and storage services for eContracts via the Internet. "System" refers to the software systems and programs, communication and network facilities, and hardware and equipment used by DocuSign or its agents to provide the Subscription Service. "Term" means the period of effectiveness of these Terms and Conditions, as specified in Section 12 below. "Transaction Data" means the metadata associated with an Envelope (such as transaction history, image hash value, method and time of Envelope deletion, sender and recipient names, email addresses and signature IDs) and maintained by DocuSign in order to establish the digital audit trail required by the Subscription Service.

#### 4. SUBSCRIPTION SERVICE

During the term of the Service Plan and subject to these Terms and Conditions, Subscriber will have the right to obtain an Account and register its Authorized Users, who may access and use the Subscription Service, and DocuSign will provide the Subscription Service in material conformance with the Specifications. You must be 18 years of age or older to register for an Account and use the Subscription Service. Subscriber's right to use the Subscription Service is limited to its Authorized Users, and Subscriber agrees not to resell or otherwise provide or assist with the provision of the Subscription Service to any third party. In addition, DocuSign's provision of the Subscription Service is conditioned on Subscriber's acknowledgement and agreement to the following:

- (a) The Subscription Service facilitates the execution of eContracts between the parties to those eContracts. Nothing in these Terms and Conditions may be construed to make DocuSign a party to any eContract processed through the Subscription Service, and DocuSign makes no representation or warranty regarding the transactions sought to be effected by any eContract;
- (b) Between DocuSign and Subscriber, Subscriber has exclusive control over and responsibility for the content, quality, and format of any eContract. All eContracts stored by DocuSign are maintained in an encrypted form, and DocuSign has no control of or access to their contents;
- (c) If Subscriber elects to use one or more of the optional features designed to verify the identity of the intended recipient of an eContract that DocuSign makes available to its subscribers ("Authentication Measures"), DocuSign will apply only those Authentication Measures selected by the Subscriber, but makes no representations or warranties about the appropriateness of any Authentication Measure. Further, DocuSign assumes no liability for:

  - (A) the inability or failure by the intended recipient or other party to satisfy the Authentication Measure; or
  - (B) the circumvention by any person (other than DocuSign) of any Authentication Measure;

- (d) Certain types of agreements and documents may be excepted from electronic signature laws (e.g. wills and agreements pertaining to family law), or may be subject to specific regulations promulgated by various government agencies regarding electronic signatures and electronic records. DocuSign is not responsible or liable to determine whether any particular eContract is subject to an exception to applicable electronic signature laws, or whether it is subject to any particular agency promulgations, or whether it can be legally formed by electronic signatures;
- (e) DocuSign is not responsible for determining how long any documents are to be retained or stored under any applicable laws, regulations, or legal or administrative agency processes. Further, DocuSign is not responsible for or liable to produce any of Subscriber's eContracts or other documents to any third parties;
- (f) Certain consumer protection or similar laws or regulations may impose special requirements with respect to electronic transactions involving one or more "consumers" such as (among others) requirements that the consumer consent to the method of contracting and/or that the consumer be provided with a copy, or access to a copy, of a paper or other non-electronic, written record of the transaction. DocuSign does not and is not responsible to:

  - (A) determine whether any

particular transaction involves a "consumer"; (B) furnish or obtain any such consents or determine if any such consents have been withdrawn; (C) provide any information or disclosures in connection with any attempt to obtain any such consents; (D) provide legal review of, or update or correct any information or disclosures currently or previously given; (E) provide any such copies or access, except as expressly provided in the Specifications for all transactions, consumer or otherwise; or (F) otherwise to comply with any such special requirements; and (g) Subscriber undertakes to determine whether any "consumer" is involved in any eContract presented by Subscriber or its Authorized Users for processing, and, if so, to comply with all requirements imposed by law on such eContracts or their formation. (h) If the domain of the primary email address associated with the Account is owned by an organization and was assigned to Subscriber as an employee, contractor or member of such organization, and that organization wishes to establish a commercial relationship with DocuSign and add the Account to such relationship, then, if Subscriber does not change the email address associated with the Account, the Account may become subject to the commercial relationship between DocuSign and such organization and controlled by such organization.

**5. RESPONSIBILITY FOR CONTENT OF COMMUNICATIONS** As between Subscriber and DocuSign, Subscriber is solely responsible for the nature and content of all materials, works, data, statements, and other visual, graphical, video, and written or audible communications submitted by any Authorized User or otherwise processed through its Account, the Subscription Service, or under any Service Plan. Accordingly:

- (a) Subscriber will not use or permit the use of the Subscription Service to send unsolicited mass mailings outside its organization. The term "unsolicited mass mailings" includes all statutory or common definitions or understanding of those terms in the applicable jurisdiction, such as those set forth for "Commercial Electronic Mail Messages" under the U.S. CAN-SPAM Act, as an example only; and
- (b) Subscriber will not use or permit the use of the Subscription Service:
  - (i) to communicate any message or material that is defamatory, harassing, libelous, threatening, or obscene;
  - (ii) in a way that violates or infringes upon the intellectual property rights or the privacy or publicity rights of any person or entity or that may otherwise be unlawful or give rise to civil or criminal liability (other than contractual liability of the parties under eContracts processed through the Subscription Service);
  - (iii) in any manner that is likely to damage, disable, overburden, or impair the System or the Subscription Service or interfere with the use or enjoyment of the Subscription Service by others; or
  - (iv) in any way that constitutes or encourages conduct that could constitute a criminal offense.

DocuSign does not monitor the content processed through the Subscription Service, but in accordance with DMCA (Digital Millennium Copyright Act) safe harbors, it may suspend any use of the Subscription Service, or remove or disable any content that DocuSign reasonably and in good faith believes violates this Agreement or applicable laws or regulations. DocuSign will use commercially reasonable efforts to notify Subscriber prior to any such suspension or disablement, unless DocuSign reasonably believes that:

- (A) it is prohibited from doing so under applicable law or under legal process, such as court or government administrative agency processes, orders, mandates, and the like; or
- (B) it is necessary to delay notice in order to prevent imminent harm to the System, Subscription Service, or a third party. Under circumstances where notice is delayed, DocuSign will provide the notice if and when the related restrictions in the previous sentence no longer apply.

**6. PRICING AND PER USE PURCHASES** The prices, features, and options of the Subscription Service available for an Account depend on the Service Plan selected by Subscriber. Subscriber may also purchase optional services on a periodic or per-use basis. DocuSign may add or change the prices, features or options available with a

Service Plan without notice. Subscriber's usage under a Service Plan is measured based on the actual number of Seats as described in the Service Plan on the Site. Once a per-Seat Service Plan is established, the right of the named Authorized User to access and use the Subscription Service is not transferable; any additional or differently named Authorized Users must purchase per-Seat Service Plans to send Envelopes. Extra seats, users and/or per use fees will be charged as set forth in Subscriber's Service Plan if allowed by such Service Plan. If a Services Plan defines a monthly Envelope Allowance (i.e. # Envelopes per month allowed to be sent), all Envelopes sent in excess of the Envelope Allowance will incur a per-Envelope charge. Any unused Envelope Allowances will expire and not carry over from one billing period to another under a Service Plan. Subscriber's Account will be deemed to have consumed an Envelope at the time the Envelope is sent by Subscriber, regardless of whether Envelopes were received by recipients, or whether recipients have performed any actions upon any eContract in the Envelope. Powerforms are considered Envelopes within an Envelope Allowance Service Plan, and will be deemed consumed at the time they are "clicked" by any end user regardless of whether or not any actions are subsequently performed upon such Envelope. For Service Plans that specify the Envelope Allowance is "Unlimited," Subscriber is allowed to send a reasonable number of Envelopes from the number of Seats purchased. If DocuSign suspects that the number of Envelopes sent from a particular Seat or a group of Seats is abusive and/or unduly burdensome, DocuSign will promptly notify Subscriber, discuss the use-case scenario with Subscriber and any continued monitoring, additional discussions and/or information required to make a final determination on the course of action based on such information. In the event Subscriber exceeds, in DocuSign's sole discretion, reasonable use restrictions under a Service Plan, DocuSign reserves the right to transfer Subscriber into a higher-tier Service Plan without notice. If you misrepresent your eligibility for any Service Plan, you agree to pay us the additional amount you would have been charged under the most favorable pricing structure for which you are eligible. DocuSign may discontinue a Service Plan at any time, and with prior notice to you, may migrate your Account to a similar Service Plan that may carry a different fee. You agree to allow us to charge your credit card for the fees associated with a substitute Service Plan, even if those fees are higher than those you agreed to when you registered your Account. Optional services, are measured at the time of use, and such charges are specific to the number of units of the service(s) used during the billing period. Optional services subject to periodic charges, such as additional secure storage, are charged on the same periodic basis as the Service Plan fees for the Subscription Service.

7. **SUBSCRIBER SUPPORT** DocuSign will provide Subscriber support to Subscriber as specified in the Service Plan selected by Subscriber, and that is further detailed on DocuSign's website.

8. **STORAGE** DocuSign will store eContracts per the terms of the Service Plan selected by Subscriber. For Service Plans that specify the Envelope storage amount is "Unlimited," DocuSign will store an amount of Envelopes that is not abusive and/or unduly burdensome, in DocuSign's sole discretion. Subscriber may retrieve and store copies of eContracts for storage outside of the System at any time during the Term of the Service Plan when Subscriber is in good financial standing under these Terms and Conditions, and may delete or purge eContracts from the System at its own discretion. DocuSign may, at its sole discretion, delete an uncompleted eContract from the System immediately and without notice upon earlier of: (i) expiration of the Envelope (where Subscriber has established an expiration for such Envelope, not to exceed 365 days); or (ii) expiration of the Term. DocuSign assumes no liability or responsibility for a party's failure or inability to electronically sign any eContract within such a period of time. DocuSign may retain Transaction Data for as long as it has a

business purpose to do so. 9. BUSINESS AGREEMENT BENEFITS You may receive or be eligible for certain pricing structures, discounts, features, promotions, and other benefits (collectively, "Benefits") through a business or government Subscriber's agreement with us (a "Business Agreement"). Any and all such Benefits are provided to you solely as a result of the corresponding Business Agreement and such Benefits may be modified or terminated without notice. If you use the Subscription Service where a business or government entity pays your charges or is otherwise liable for the charges, you authorize us to share your account information with that entity and/or its authorized agents. If you are enrolled in a Service Plan or receive certain Benefits tied to a Business Agreement with us, but you are liable for your own charges, then you authorize us to share enough account information with that entity and its authorized agents to verify your continuing eligibility for those Benefits and the Service Plan. 10. FEES AND PAYMENT TERMS The Service Plan rates, charges, and other conditions for use are set forth in the Site. Subscriber will pay DocuSign the applicable charges for the Services Plan as set forth on the Site. If you add more Authorized Users than the number of Seats you purchased, we will add those Authorized Users to your Account and impose additional charges for such additional Seats on an ongoing basis. Charges for pre-paid Service Plans will be billed to Subscriber in advance. Charges for per use purchases and standard Service Plan charges will be billed in arrears. When you register for an Account, you will be required to provide DocuSign with accurate, complete, and current credit card information for a valid credit card that you are authorized to use. You must promptly notify us of any change in your invoicing address or changes related to the credit card used for payment. By completing your registration for the Services Plan, you authorize DocuSign or its agent to bill your credit card the applicable Service Plan charges, any and all applicable taxes, and any other charges you may incur in connection with your use of the Subscription Service, all of which will be charged to your credit card. Each time you use the Subscription Service, or allow or cause the Subscription Service to be used, you reaffirm that we are authorized to charge your credit card. You may terminate your Account and revoke your credit card authorization as set forth in the Term and Termination section of these Terms and Conditions. We will provide you with one invoice in a format we choose, which may change from time to time, for all Subscription Service associated with each Account and any charges of a third party on whose behalf we bill. Payment of all charges is due and will be charged to your credit card upon your receipt of an invoice. Billing cycle end dates may change from time to time. When a billing cycle covers less than or more than a full month, we may make reasonable adjustments and/or prorations. If your Account is a qualified business account and is approved by us in writing for corporate billing, charges will be accumulated, identified by Account identification number, and invoiced on a monthly basis. You agree that we may (at our option) accumulate charges incurred during your monthly billing cycle and submit them as one or more aggregate charges during or at the end of each cycle, and that we may delay obtaining authorization from your credit card issuer until submission of the accumulated charge(s). This means that accumulated charges may appear on the statement you receive from your credit card issuer. If DocuSign does not receive payment from your credit card provider, you agree to pay all amounts due upon demand. DocuSign reserves the right to correct any errors or mistakes that it makes even if it has already requested or received payment. Your credit card issuer's agreement governs your use of your credit card in connection with the Subscription Service, and you must refer to such agreement (not these Terms and Conditions) with respect to your rights and liabilities as a cardholder. You are solely responsible for any and all fees charged to your credit card by the issuer, bank, or financial institution including, but not limited to, membership,

overdraft, insufficient funds, and over the credit limit fees. You agree to notify us about any billing problems or discrepancies within 20 days after they first appear on your invoice. If you do not bring them to our attention within 20 days, you agree that you waive your right to dispute such problems or discrepancies. We may modify the price, content, or nature of the Subscription Service and/or your Service Plan at any time. If we modify any of the foregoing terms, you may cancel your use of the Subscription Service. We may provide notice of any such changes by e-mail, notice to you upon log-in, or by publishing them on the Site. Your payment obligations survive any termination of your use of the Subscription Service before the end of the billing cycle. Any amount not paid when due will be subject to finance charges equal to 1.5% of the unpaid balance per month or the highest rate permitted by applicable usury law, whichever is less, determined and compounded daily from the date due until the date paid. Subscriber will reimburse any costs or expenses (including, but not limited to, reasonable attorneys' fees) incurred by DocuSign to collect any amount that is not paid when due. DocuSign may accept any check or payment in any amount without prejudice to DocuSign's right to recover the balance of the amount due or to pursue any other right or remedy. Amounts due to DocuSign under these Terms and Conditions may not be withheld or offset by Subscriber for any reason against amounts due or asserted to be due to Subscriber from DocuSign. Unless otherwise noted and Conditions are denominated in United States dollars, and Subscriber will pay all such amounts in United States dollars. Other than federal and state net income taxes imposed on DocuSign by the United States, Subscriber will bear all taxes, duties, VAT and other governmental charges (collectively, "taxes") resulting from these Terms and Conditions or transactions conducted in relation to these Terms and Conditions. Subscriber will pay any additional taxes as are necessary to ensure that the net amounts received and retained by DocuSign after all such taxes are paid are equal to the amounts that DocuSign would have been entitled to in accordance with these Terms and Conditions as if the taxes did not exist.

**11. DEPOSITS, SERVICE LIMITS, CREDIT REPORTS, AND RETURN OF BALANCES** You authorize us to ask consumer reporting agencies or trade references to furnish us with employment and credit information, and you consent to our rechecking and reporting personal and/or business payment and credit history if, in our sole discretion, we so choose. If you believe that we have reported inaccurate information about your account to a consumer reporting agency, you may send a written notice describing the specific inaccuracy to the address provided in the Notices section below. For you to use the Subscription Service, we may require a deposit or set a service limit. The deposit will be held as a partial guarantee of payment. It cannot be used by you to pay your invoice or delayed payment. Unless otherwise required by law, deposits may be mixed with other funds and will not earn interest. We reserve the right to increase your deposit if we deem appropriate. You may request that we reevaluate your deposit on an annual basis, which may result in a partial or total refund of the deposit to you or credit to your account. If you default or these Terms and Conditions are terminated, we may, without notice to you, apply any deposit towards payment of any amounts you owe to us. After approximately 90 days following termination of these Terms and Conditions, any remaining deposit or other credit balance in excess of amounts owed will be returned without interest, unless otherwise required by law, to you at your last known address. You agree that any amounts under \$15 will not be refunded to cover our costs of closing your account. If the deposit balance is undeliverable and returned to us, we will hold it for you for one year from the date of return and, during that period, we may charge a service fee against the deposit balance. You hereby grant us a security interest in any deposit we require to secure the performance of your obligations under these Terms and

Conditions.

**12. TERM AND TERMINATION** The term of these Terms and Conditions for each Account begins on the date you register for an Account and continues for the term specified by the Service Plan you purchase (the "Term"). You may terminate your Account at any time upon 10 days advance written notice to DocuSign following the Notice procedures set forth in these Terms and Conditions. Unless you terminate your Account or you set your Account to not auto renew, your Service Plan will automatically renew at the end of its Term (each a "Renewal Term"), and you authorize us (without notice) to collect the then-applicable fee and any taxes for the renewed Service Plan, using any credit card we have on record for you. Service Plan fees and features may change over time. Your Service Plan for a Renewal Term will be the one we choose as being closest to your Service Plan from the prior Term. For any termination (including when you switch your Account), you will be responsible for payment of all fees and charges through the end of the billing cycle in which termination occurs. If you terminate your annual Service Plan Account within the first 30 days of the Term, you may submit written request to DocuSign following the Notice procedures set forth in these Terms and Conditions, for a full refund of the prepaid fees paid by you to DocuSign. You will be limited to one refund. You agree that termination of an annual Service Plan after the first 30 days will not entitle you to any refund of prepaid fees. You will be in default of these Terms and Conditions if you: (a) fail to pay any amount owed to us or an affiliate of ours or any amount appearing on your invoice; (b) have amounts still owing to us or an affiliate of ours from a prior account; (c) breach any provision of these Terms and Conditions; (d) violate any policy applicable to the Subscription Service; (e) are subject to any proceeding under the Bankruptcy Code or similar laws; or (f) if, in our sole discretion, we believe that your continued use of the Subscription Service presents a threat to the security of other users of the Subscription Service. If you are in default, we may, without notice to you, suspend your Account and use of the Subscription Service, withhold refunds and terminate your Account, in addition to all other remedies available to us. We may require reactivation charges to reactivate your Account after termination or suspension. The following provisions will survive the termination of these Terms and Conditions and your Account: Sections 3, 9-11, and 15-23.

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 Subject: URGENT!!! Metro Contract 6485695 Amendment 2 with Hydromax USA LLC (Water Services)  
 Source Envelope:  
 Document Pages: 120 Signatures: 10 Envelope Originator:  
 Certificate Pages: 17 Initials: 4 Procurement Resource Group  
 AutoNav: Enabled 730 2nd Ave. South 1st Floor  
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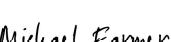
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Michael Farmer Michael.Farmer@hydromaxusa.com Chief Financial Officer Hydromax USA, LLC Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 71.78.71.94	Sent: 1/14/2026 12:01:53 PM Viewed: 1/14/2026 12:46:38 PM Signed: 1/14/2026 12:47:31 PM

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<p>Jenneen Reed/MAL michelle.lane@nashville.gov Deputy Director of Finance Metro Security Level: Email, Account Authentication (None)</p>		<p>Sent: 1/14/2026 2:24:04 PM Viewed: 1/16/2026 3:01:20 PM Signed: 1/16/2026 3:02:29 PM</p>
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<p>Sally Palmer sally.palmer@nashville.gov Security Level: Email, Account Authentication (None)</p>	<b>Completed</b>	<p>Sent: 1/18/2026 6:39:31 PM Viewed: 1/19/2026 10:33:24 AM Signed: 1/19/2026 10:36:57 AM</p>
<p>Lora Fox lora.fox@nashville.gov Security Level: Email, Account Authentication (None)</p>		<p>Sent: 1/19/2026 10:37:24 AM Resent: 1/20/2026 7:24:56 AM Viewed: 1/20/2026 10:43:54 AM Signed: 1/20/2026 10:49:54 AM</p>
<p><b>Electronic Record and Signature Disclosure:</b> Accepted: 1/20/2026 10:43:54 AM ID: 9c26a981-d411-40dc-a047-46bb2778dc0d</p>	Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.144	

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Justin Marsh justin.marsh@nashville.gov Security Level: Email, Account Authentication (None)		Sent: 1/20/2026 10:50:18 AM Viewed: 1/20/2026 11:31:40 AM Signed: 1/20/2026 11:32:16 AM  Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.185

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Evans.Cline@nashville.gov  
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Stephanie Belcher Stephanie.belcher@nashville.gov Security Level: Email, Account Authentication (None)		
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Amber Gardner Amber.Gardner@nashville.gov Security Level: Email, Account Authentication (None)		
<b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign		
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<b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign		
Andrew S. Apgar andrew.apgar@hydromaxusa.com Security Level: Email, Account Authentication (None)		
<b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign		
Balogun Cobb balogun.cobb@nashville.gov Security Level: Email, Account Authentication (None)		
<b>Electronic Record and Signature Disclosure:</b> Accepted: 1/12/2026 4:56:20 PM ID: 78f5ea3d-048c-4d9b-8d1a-160c53ecfe80		
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	1/14/2026 11:17:23 AM
Envelope Updated	Security Checked	1/20/2026 7:24:54 AM
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- â€œSeatâ€? means an active Authorized User listed in the membership of an Account at any one time. No two individuals may log onto or use the Subscription Service as the same Authorized User, but Subscriber may unregister or deactivate Authorized Users and replace them with other Authorized Users without penalty, so long as the number of active Authorized Users registered at any one time is equal to or less than the number of Seats purchased.
- â€œService Planâ€? means the right to access and use the Subscription Service for a specified period in exchange for a periodic fee, subject to the Service Plan restrictions and requirements that are used to describe the selected Service Plan on the Site. Restrictions and requirements may include any or all of the following: (a) number of Seats and/or Envelopes that a Subscriber may use in a month or year for a fee; (b) fee for sent Envelopes in excess of the number of Envelopes allocated to Subscriber under the Service Plan; (c) per-seat or per-user restrictions; (d) the license to use DocuSign software products such as DocuSign Connect Express in connection with the Subscription Service; and (e) per use fees.
- â€œSpecificationsâ€? means the technical specifications set forth in the â€œSubscription Service Specificationsâ€? available at <http://docusign.com/company/specifications>.
- â€œSubscription Serviceâ€? means DocuSign's on-demand electronic signature service, as updated from time

to time, which provides on-line display, certified delivery, acknowledgement, electronic signature, and storage services for eContracts via the Internet. "System" refers to the software systems and programs, communication and network facilities, and hardware and equipment used by DocuSign or its agents to provide the Subscription Service. "Term" means the period of effectiveness of these Terms and Conditions, as specified in Section 12 below. "Transaction Data" means the metadata associated with an Envelope (such as transaction history, image hash value, method and time of Envelope deletion, sender and recipient names, email addresses and signature IDs) and maintained by DocuSign in order to establish the digital audit trail required by the Subscription Service.

#### 4. SUBSCRIPTION SERVICE

During the term of the Service Plan and subject to these Terms and Conditions, Subscriber will have the right to obtain an Account and register its Authorized Users, who may access and use the Subscription Service, and DocuSign will provide the Subscription Service in material conformance with the Specifications. You must be 18 years of age or older to register for an Account and use the Subscription Service. Subscriber's right to use the Subscription Service is limited to its Authorized Users, and Subscriber agrees not to resell or otherwise provide or assist with the provision of the Subscription Service to any third party. In addition, DocuSign's provision of the Subscription Service is conditioned on Subscriber's acknowledgement and agreement to the following:

- (a) The Subscription Service facilitates the execution of eContracts between the parties to those eContracts. Nothing in these Terms and Conditions may be construed to make DocuSign a party to any eContract processed through the Subscription Service, and DocuSign makes no representation or warranty regarding the transactions sought to be effected by any eContract;
- (b) Between DocuSign and Subscriber, Subscriber has exclusive control over and responsibility for the content, quality, and format of any eContract. All eContracts stored by DocuSign are maintained in an encrypted form, and DocuSign has no control of or access to their contents;
- (c) If Subscriber elects to use one or more of the optional features designed to verify the identity of the intended recipient of an eContract that DocuSign makes available to its subscribers ("Authentication Measures"), DocuSign will apply only those Authentication Measures selected by the Subscriber, but makes no representations or warranties about the appropriateness of any Authentication Measure. Further, DocuSign assumes no liability for:

  - (A) the inability or failure by the intended recipient or other party to satisfy the Authentication Measure; or
  - (B) the circumvention by any person (other than DocuSign) of any Authentication Measure;

- (d) Certain types of agreements and documents may be excepted from electronic signature laws (e.g. wills and agreements pertaining to family law), or may be subject to specific regulations promulgated by various government agencies regarding electronic signatures and electronic records. DocuSign is not responsible or liable to determine whether any particular eContract is subject to an exception to applicable electronic signature laws, or whether it is subject to any particular agency promulgations, or whether it can be legally formed by electronic signatures;
- (e) DocuSign is not responsible for determining how long any data is to be retained or stored under any applicable laws, regulations, or legal or administrative agency processes. Further, DocuSign is not responsible for or liable to produce any of Subscriber's eContracts or other documents to any third parties;
- (f) Certain consumer protection or similar laws or regulations may impose special requirements with respect to electronic transactions involving one or more "consumers," such as (among others) requirements that the consumer consent to the method of contracting and/or that the consumer be provided with a copy, or access to a copy, of a paper or other non-electronic, written record of the transaction. DocuSign does not and is not responsible to:

  - (A) determine whether any

particular transaction involves a â€œconsumerâ€? (B) furnish or obtain any such consents or determine if any such consents have been withdrawn; (C) provide any information or disclosures in connection with any attempt to obtain any such consents; (D) provide legal review of, or update or correct any information or disclosures currently or previously given; (E) provide any such copies or access, except as expressly provided in the Specifications for all transactions, consumer or otherwise; or (F) otherwise to comply with any such special requirements; and (g) Subscriber undertakes to determine whether any â€œconsumerâ€? is involved in any eContract presented by Subscriber or its Authorized Users for processing, and, if so, to comply with all requirements imposed by law on such eContracts or their formation. (h) If the domain of the primary email address associated with the Account is owned by an organization and was assigned to Subscriber as an employee, contractor or member of such organization, and that organization wishes to establish a commercial relationship with DocuSign and add the Account to such relationship, then, if Subscriber does not change the email address associated with the Account, the Account may become subject to the commercial relationship between DocuSign and such organization and controlled by such organization.

**5. RESPONSIBILITY FOR CONTENT OF COMMUNICATIONS** As between Subscriber and DocuSign, Subscriber is solely responsible for the nature and content of all materials, works, data, statements, and other visual, graphical, video, and written or audible communications submitted by any Authorized User or otherwise processed through its Account, the Subscription Service, or under any Service Plan. Accordingly: (a) Subscriber will not use or permit the use of the Subscription Service to send unsolicited mass mailings outside its organization. The term â€œunsolicited mass mailingsâ€? includes all statutory or common definitions or understanding of those terms in the applicable jurisdiction, such as those set forth for â€œCommercial Electronic Mail Messagesâ€? under the U.S. CAN-SPAM Act, as an example only; and (b) Subscriber will not use or permit the use of the Subscription Service: (i) to communicate any message or material that is defamatory, harassing, libelous, threatening, or obscene; (ii) in a way that violates or infringes upon the intellectual property rights or the privacy or publicity rights of any person or entity or that may otherwise be unlawful or give rise to civil or criminal liability (other than contractual liability of the parties under eContracts processed through the Subscription Service); (iii) in any manner that is likely to damage, disable, overburden, or impair the System or the Subscription Service or interfere with the use or enjoyment of the Subscription Service by others; or (iv) in any way that constitutes or encourages conduct that could constitute a criminal offense.

DocuSign does not monitor the content processed through the Subscription Service, but in accordance with DMCA (Digital Millennium Copyright Act) safe harbors, it may suspend any use of the Subscription Service, or remove or disable any content that DocuSign reasonably and in good faith believes violates this Agreement or applicable laws or regulations. DocuSign will use commercially reasonable efforts to notify Subscriber prior to any such suspension or disablement, unless DocuSign reasonably believes that: (A) it is prohibited from doing so under applicable law or under legal process, such as court or government administrative agency processes, orders, mandates, and the like; or (B) it is necessary to delay notice in order to prevent imminent harm to the System, Subscription Service, or a third party. Under circumstances where notice is delayed, DocuSign will provide the notice if and when the related restrictions in the previous sentence no longer apply.

**6. PRICING AND PER USE PURCHASES** The prices, features, and options of the Subscription Service available for an Account depend on the Service Plan selected by Subscriber. Subscriber may also purchase optional services on a periodic or per-use basis. DocuSign may add or change the prices, features or options available with a

Service Plan without notice. Subscriber's usage under a Service Plan is measured based on the actual number of Seats as described in the Service Plan on the Site. Once a per-Seat Service Plan is established, the right of the named Authorized User to access and use the Subscription Service is not transferable; any additional or differently named Authorized Users must purchase per-Seat Service Plans to send Envelopes. Extra seats, users and/or per use fees will be charged as set forth in Subscriber's Service Plan if allowed by such Service Plan. If a Services Plan defines a monthly Envelope Allowance (i.e. # Envelopes per month allowed to be sent), all Envelopes sent in excess of the Envelope Allowance will incur a per-Envelope charge. Any unused Envelope Allowances will expire and not carry over from one billing period to another under a Service Plan. Subscriber's Account will be deemed to have consumed an Envelope at the time the Envelope is sent by Subscriber, regardless of whether Envelopes were received by recipients, or whether recipients have performed any actions upon any eContract in the Envelope. Powerforms are considered Envelopes within an Envelope Allowance Service Plan, and will be deemed consumed at the time they are "clicked" by any end user regardless of whether or not any actions are subsequently performed upon such Envelope. For Service Plans that specify the Envelope Allowance is "Unlimited," Subscriber is allowed to send a reasonable number of Envelopes from the number of Seats purchased. If DocuSign suspects that the number of Envelopes sent from a particular Seat or a group of Seats is abusive and/or unduly burdensome, DocuSign will promptly notify Subscriber, discuss the use-case scenario with Subscriber and any continued monitoring, additional discussions and/or information required to make a final determination on the course of action based on such information. In the event Subscriber exceeds, in DocuSign's sole discretion, reasonable use restrictions under a Service Plan, DocuSign reserves the right to transfer Subscriber into a higher-tier Service Plan without notice. If you misrepresent your eligibility for any Service Plan, you agree to pay us the additional amount you would have been charged under the most favorable pricing structure for which you are eligible. DocuSign may discontinue a Service Plan at any time, and with prior notice to you, may migrate your Account to a similar Service Plan that may carry a different fee. You agree to allow us to charge your credit card for the fees associated with a substitute Service Plan, even if those fees are higher than those you agreed to when you registered your Account. Optional services, are measured at the time of use, and such charges are specific to the number of units of the service(s) used during the billing period. Optional services subject to periodic charges, such as additional secure storage, are charged on the same periodic basis as the Service Plan fees for the Subscription Service.

**7. SUBSCRIBER SUPPORT** DocuSign will provide Subscriber support to Subscriber as specified in the Service Plan selected by Subscriber, and that is further detailed on DocuSign's website.

**8. STORAGE** DocuSign will store eContracts per the terms of the Service Plan selected by Subscriber. For Service Plans that specify the Envelope storage amount is "Unlimited," DocuSign will store an amount of Envelopes that is not abusive and/or unduly burdensome, in DocuSign's sole discretion. Subscriber may retrieve and store copies of eContracts for storage outside of the System at any time during the Term of the Service Plan when Subscriber is in good financial standing under these Terms and Conditions, and may delete or purge eContracts from the System at its own discretion. DocuSign may, at its sole discretion, delete an uncompleted eContract from the System immediately and without notice upon earlier of: (i) expiration of the Envelope (where Subscriber has established an expiration for such Envelope, not to exceed 365 days); or (ii) expiration of the Term. DocuSign assumes no liability or responsibility for a party's failure or inability to electronically sign any eContract within such a period of time. DocuSign may retain Transaction Data for as long as it has a

business purpose to do so.

**9. BUSINESS AGREEMENT BENEFITS** You may receive or be eligible for certain pricing structures, discounts, features, promotions, and other benefits (collectively, "Benefits") through a business or government Subscriber's agreement with us (a "Business Agreement"). Any and all such Benefits are provided to you solely as a result of the corresponding Business Agreement and such Benefits may be modified or terminated without notice. If you use the Subscription Service where a business or government entity pays your charges or is otherwise liable for the charges, you authorize us to share your account information with that entity and/or its authorized agents. If you are enrolled in a Service Plan or receive certain Benefits tied to a Business Agreement with us, but you are liable for your own charges, then you authorize us to share enough account information with that entity and its authorized agents to verify your continuing eligibility for those Benefits and the Service Plan.

**10. FEES AND PAYMENT TERMS** The Service Plan rates, charges, and other conditions for use are set forth in the Site. Subscriber will pay DocuSign the applicable charges for the Services Plan as set forth on the Site. If you add more Authorized Users than the number of Seats you purchased, we will add those Authorized Users to your Account and impose additional charges for such additional Seats on an ongoing basis. Charges for pre-paid Service Plans will be billed to Subscriber in advance. Charges for per use purchases and standard Service Plan charges will be billed in arrears. When you register for an Account, you will be required to provide DocuSign with accurate, complete, and current credit card information for a valid credit card that you are authorized to use. You must promptly notify us of any change in your invoicing address or changes related to the credit card used for payment. By completing your registration for the Services Plan, you authorize DocuSign or its agent to bill your credit card the applicable Service Plan charges, any and all applicable taxes, and any other charges you may incur in connection with your use of the Subscription Service, all of which will be charged to your credit card. Each time you use the Subscription Service, or allow or cause the Subscription Service to be used, you reaffirm that we are authorized to charge your credit card. You may terminate your Account and revoke your credit card authorization as set forth in the Term and Termination section of these Terms and Conditions. We will provide you with one invoice in a format we choose, which may change from time to time, for all Subscription Service associated with each Account and any charges of a third party on whose behalf we bill. Payment of all charges is due and will be charged to your credit card upon your receipt of an invoice. Billing cycle end dates may change from time to time. When a billing cycle covers less than or more than a full month, we may make reasonable adjustments and/or prorations. If your Account is a qualified business account and is approved by us in writing for corporate billing, charges will be accumulated, identified by Account identification number, and invoiced on a monthly basis. You agree that we may (at our option) accumulate charges incurred during your monthly billing cycle and submit them as one or more aggregate charges during or at the end of each cycle, and that we may delay obtaining authorization from your credit card issuer until submission of the accumulated charge(s). This means that accumulated charges may appear on the statement you receive from your credit card issuer. If DocuSign does not receive payment from your credit card provider, you agree to pay all amounts due upon demand. DocuSign reserves the right to correct any errors or mistakes that it makes even if it has already requested or received payment. Your credit card issuer's agreement governs your use of your credit card in connection with the Subscription Service, and you must refer to such agreement (not these Terms and Conditions) with respect to your rights and liabilities as a cardholder. You are solely responsible for any and all fees charged to your credit card by the issuer, bank, or financial institution including, but not limited to, membership,

overdraft, insufficient funds, and over the credit limit fees. You agree to notify us about any billing problems or discrepancies within 20 days after they first appear on your invoice. If you do not bring them to our attention within 20 days, you agree that you waive your right to dispute such problems or discrepancies. We may modify the price, content, or nature of the Subscription Service and/or your Service Plan at any time. If we modify any of the foregoing terms, you may cancel your use of the Subscription Service. We may provide notice of any such changes by e-mail, notice to you upon log-in, or by publishing them on the Site. Your payment obligations survive any termination of your use of the Subscription Service before the end of the billing cycle. Any amount not paid when due will be subject to finance charges equal to 1.5% of the unpaid balance per month or the highest rate permitted by applicable usury law, whichever is less, determined and compounded daily from the date due until the date paid. Subscriber will reimburse any costs or expenses (including, but not limited to, reasonable attorneys' fees) incurred by DocuSign to collect any amount that is not paid when due. DocuSign may accept any check or payment in any amount without prejudice to DocuSign's right to recover the balance of the amount due or to pursue any other right or remedy. Amounts due to DocuSign under these Terms and Conditions may not be withheld or offset by Subscriber for any reason against amounts due or asserted to be due to Subscriber from DocuSign. Unless otherwise noted and Conditions are denominated in United States dollars, and Subscriber will pay all such amounts in United States dollars. Other than federal and state net income taxes imposed on DocuSign by the United States, Subscriber will bear all taxes, duties, VAT and other governmental charges (collectively, "taxes") resulting from these Terms and Conditions or transactions conducted in relation to these Terms and Conditions. Subscriber will pay any additional taxes as are necessary to ensure that the net amounts received and retained by DocuSign after all such taxes are paid are equal to the amounts that DocuSign would have been entitled to in accordance with these Terms and Conditions as if the taxes did not exist.

**11. DEPOSITS, SERVICE LIMITS, CREDIT REPORTS, AND RETURN OF BALANCES** You authorize us to ask consumer reporting agencies or trade references to furnish us with employment and credit information, and you consent to our rechecking and reporting personal and/or business payment and credit history if, in our sole discretion, we so choose. If you believe that we have reported inaccurate information about your account to a consumer reporting agency, you may send a written notice describing the specific inaccuracy to the address provided in the Notices section below. For you to use the Subscription Service, we may require a deposit or set a service limit. The deposit will be held as a partial guarantee of payment. It cannot be used by you to pay your invoice or delayed payment. Unless otherwise required by law, deposits may be mixed with other funds and will not earn interest. We reserve the right to increase your deposit if we deem appropriate. You may request that we reevaluate your deposit on an annual basis, which may result in a partial or total refund of the deposit to you or credit to your account. If you default or these Terms and Conditions are terminated, we may, without notice to you, apply any deposit towards payment of any amounts you owe to us. After approximately 90 days following termination of these Terms and Conditions, any remaining deposit or other credit balance in excess of amounts owed will be returned without interest, unless otherwise required by law, to you at your last known address. You agree that any amounts under \$15 will not be refunded to cover our costs of closing your account. If the deposit balance is undeliverable and returned to us, we will hold it for you for one year from the date of return and, during that period, we may charge a service fee against the deposit balance. You hereby grant us a security interest in any deposit we require to secure the performance of your obligations under these Terms and

Conditions.

**12. TERM AND TERMINATION** The term of these Terms and Conditions for each Account begins on the date you register for an Account and continues for the term specified by the Service Plan you purchase (the "Term"). You may terminate your Account at any time upon 10 days advance written notice to DocuSign following the Notice procedures set forth in these Terms and Conditions. Unless you terminate your Account or you set your Account to not auto renew, your Service Plan will automatically renew at the end of its Term (each a "Renewal Term"), and you authorize us (without notice) to collect the then-applicable fee and any taxes for the renewed Service Plan, using any credit card we have on record for you. Service Plan fees and features may change over time. Your Service Plan for a Renewal Term will be the one we choose as being closest to your Service Plan from the prior Term. For any termination (including when you switch your Account), you will be responsible for payment of all fees and charges through the end of the billing cycle in which termination occurs. If you terminate your annual Service Plan Account within the first 30 days of the Term, you may submit written request to DocuSign following the Notice procedures set forth in these Terms and Conditions, for a full refund of the prepaid fees paid by you to DocuSign. You will be limited to one refund. You agree that termination of an annual Service Plan after the first 30 days will not entitle you to any refund of prepaid fees. You will be in default of these Terms and Conditions if you: (a) fail to pay any amount owed to us or an affiliate of ours or any amount appearing on your invoice; (b) have amounts still owing to us or an affiliate of ours from a prior account; (c) breach any provision of these Terms and Conditions; (d) violate any policy applicable to the Subscription Service; (e) are subject to any proceeding under the Bankruptcy Code or similar laws; or (f) if, in our sole discretion, we believe that your continued use of the Subscription Service presents a threat to the security of other users of the Subscription Service. If you are in default, we may, without notice to you, suspend your Account and use of the Subscription Service, withhold refunds and terminate your Account, in addition to all other remedies available to us. We may require reactivation charges to reactivate your Account after termination or suspension. The following provisions will survive the termination of these Terms and Conditions and your Account: Sections 3, 9-11, and 15-23.

**13. SUBSCRIBER WARRANTIES** You hereby represent and warrant to DocuSign that: (a) you have all requisite rights and authority to use the Subscription Service under these Terms and Conditions and to grant all applicable rights herein; (b) the performance of your obligations under these Terms and Conditions will not violate, conflict with, or result in a default under any other agreement, including confidentiality agreements between you and third parties; (c) you will use the Subscription Service for lawful purposes only and subject to these Terms and Conditions; (d) you are responsible for all use of the Subscription Service in your Account; (e) you are solely responsible for maintaining the confidentiality of your Account names and password(s); (f) you agree to immediately notify us of any unauthorized use of your Account of which you become aware; (g) you agree that DocuSign will not be liable for any losses incurred as a result of a third party's use of your Account, regardless of whether such use is with or without your knowledge and consent; (h) you will not use the Subscription Service in any manner that could damage, disable, overburden or impair the System, or interfere with another's use of the Subscription Service by others; (i) any information submitted to DocuSign by you is true, accurate, and correct; and (j) you will not attempt to gain unauthorized access to the System or the Subscription Service, other accounts, computer systems, or networks under the control or responsibility of DocuSign through hacking, cracking, password mining, or any other unauthorized means.

**14. DOCUSIGN WARRANTIES** DocuSign represents and warrants that: (a) the Subscription Service as delivered to Subscriber

and used in accordance with the Specifications will not infringe on any United States patent, copyright or trade secret; (b) the Subscription Service will be performed in accordance with the Specifications in their then-current form at the time of the provision of such Subscription Service; (c) any DocuSign Products that are software shall be free of harmful or illicit code, trapdoors, viruses, or other harmful features; (d) the proper use of the Subscription Service by Subscriber in accordance with the Specifications and applicable law in the formation of an eContract not involving any consumer will be sufficient under the Electronic Signatures in Global and National Commerce Act, 15 U.S.C. § 7001 et seq. (the "ESIGN Act") to support the validity of such formation, to the extent provided in the ESIGN Act, so long as and provided that Subscriber complies with all special requirements for consumer eContracts, including and subject to those referenced in Section 4.(f) and (g) above; and (f) DocuSign has implemented information security policies and safeguards to preserve the security, integrity, and confidentiality of eContracts and to protect against unauthorized access and anticipated threats or hazards thereto, that meet the objectives of the Interagency Guidelines Establishing Standards for Safeguarding Subscriber Information as set forth in Section 501 (b) of the Gramm-Leach-Bliley Act.

**15. DISCLAIMER OF WARRANTIES EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES EXPRESSLY PROVIDED IN SECTION 14 OF THESE TERMS AND CONDITIONS, THE SUBSCRIPTION SERVICE AND THE SITE ARE PROVIDED "AS IS," AND DOCUSIGN:** (a) MAKES NO ADDITIONAL REPRESENTATION OR WARRANTY OF ANY KIND WHETHER EXPRESS, IMPLIED (EITHER IN FACT OR BY OPERATION OF LAW), OR STATUTORY, AS TO ANY MATTER WHATSOEVER; (b) EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY, ACCURACY, AND TITLE; AND (c) DOES NOT WARRANT THAT THE SUBSCRIPTION SERVICE OR SITE ARE OR WILL BE ERROR-FREE, WILL MEET SUBSCRIBER's REQUIREMENTS, OR BE TIMELY OR SECURE. SUBSCRIBER WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE RESULTING FROM THE USE OF THE SUBSCRIPTION SERVICE OR SITE. SUBSCRIBER WILL NOT HAVE THE RIGHT TO MAKE OR PASS ON ANY REPRESENTATION OR WARRANTY ON BEHALF OF DOCUSIGN TO ANY THIRD PARTY. USE OF THE SUBSCRIPTION SERVICE AND SITE ARE AT YOUR SOLE RISK. Because some states and jurisdictions do not allow limitations on implied warranties, the above limitation may not apply to you. In that event, such warranties are limited to the minimum warranty period allowed by the applicable law.

**16. SUBSCRIBER INDEMNIFICATION OBLIGATIONS** You will defend, indemnify, and hold us, our affiliates, officers, directors, employees, suppliers, consultants, and agents harmless from any and all third party claims, liability, damages, and costs (including, but not limited to, attorneys' fees) arising from or related to: (a) your use of the Subscription Service; (b) your violation of these Terms and Conditions; (c) your infringement, or infringement by any other user of your Account, of any intellectual property or other right of any person or entity; or (d) the nature and content of all materials, works, data, statements, and other visual, graphical, written, or audible communications of any nature submitted by any Authorized User of your Account or otherwise processed through your Account.

**17. LIMITATIONS OF LIABILITY NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THESE TERMS AND CONDITIONS, DOCUSIGN WILL NOT, UNDER ANY CIRCUMSTANCES, BE LIABLE TO SUBSCRIBER**

FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, OR EXEMPLARY DAMAGES ARISING OUT OF OR RELATED TO THE TRANSACTIONS CONTEMPLATED UNDER THESE TERMS AND CONDITIONS, INCLUDING BUT NOT LIMITED TO LOST PROFITS OR LOSS OF BUSINESS, EVEN IF APPRISED OF THE LIKELIHOOD OF SUCH DAMAGES OCCURRING. UNDER NO CIRCUMSTANCES WILL DOCUSIGN'S TOTAL LIABILITY OF ALL KINDS ARISING OUT OF OR RELATED TO THESE TERMS AND CONDITIONS OR SUBSCRIBERâ€™S USE OF THE SUBSCRIPTION SERVICE (INCLUDING BUT NOT LIMITED TO WARRANTY CLAIMS), REGARDLESS OF THE FORUM AND REGARDLESS OF WHETHER ANY ACTION OR CLAIM IS BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EXCEED THE TOTAL AMOUNT PAID BY SUBSCRIBER TO DOCUSIGN UNDER THESE TERMS AND CONDITIONS DURING THE 3 MONTHS PRECEDING THE DATE OF THE ACTION OR CLAIM. EACH PROVISION OF THESE TERMS AND CONDITIONS THAT PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, OR EXCLUSION OF DAMAGES REPRESENTS AN AGREED ALLOCATION OF THE RISKS OF THESE TERMS AND CONDITIONS BETWEEN THE PARTIES. THIS ALLOCATION IS REFLECTED IN THE PRICING OFFERED BY DOCUSIGN TO SUBSCRIBER AND IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES. EACH OF THESE PROVISIONS IS SEVERABLE AND INDEPENDENT OF ALL OTHER PROVISIONS OF THESE TERMS AND CONDITIONS, AND EACH OF THESE PROVISIONS WILL APPLY EVEN IF THE WARRANTIES IN THESE TERMS AND CONDITIONS HAVE FAILED OF THEIR ESSENTIAL PURPOSE. Because some states and jurisdictions do not allow limitation of liability in certain instances, portions of the above limitation may not apply to you.

18. CONFIDENTIALITY â€œConfidential Informationâ€? means any trade secrets or other information of DocuSign, whether of a technical, business, or other nature (including, without limitation, DocuSign software and related information), that is disclosed to or made available to Subscriber. Confidential Information does not include any information that: (a) was known to Subscriber prior to receiving it from DocuSign; (b) is independently developed by Subscriber without use of or reference to any Confidential Information; (c) is acquired by Subscriber from another source without restriction as to use or disclosure; or (d) is or becomes part of the public domain through no fault or action of Subscriber. During and after the Term of these Terms and Conditions, Subscriber will: (i) use the Confidential Information solely for the purpose for which it is provided; (ii) not disclose such Confidential Information to a third party; and (iii) protect such Confidential Information from unauthorized use and disclosure to the same extent (but using no less than a reasonable degree of care) that it protects its own Confidential Information of a similar nature. If Subscriber is required by law to disclose the Confidential Information or the terms of these Terms and Conditions, Subscriber must give prompt written notice of such requirement before such disclosure and assist the DocuSign in obtaining an order protecting the Confidential Information from public disclosure. Subscriber acknowledges that, as between the parties, all Confidential Information it receives from DocuSign, including all copies thereof in Subscriber's possession or control, in any media, is proprietary to and exclusively owned by DocuSign. Nothing in these Terms and Conditions grants Subscriber any right, title, or interest in or to any of the Confidential Information. Subscriber's incorporation of the Confidential Information into any of its own materials shall not render Confidential Information non-confidential. Subscriber acknowledges that any actual or threatened violation of this confidentiality provision may cause

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