

Contract Abstract

Contract Information

Contract & Solicitation Title: **KSB, Peerless, Pentair Hydromatic, Pentair Aurora, and YSI Products and Parts.**

Contract Summary: **Contractor agrees to provide KSB, Peerless, Pentair Hydromatic, Pentair Aurora, and YSI Products and Parts.**

Contract Number: **6541899** Solicitation Number: **N/A** Requisition Number: **SS2023151**

Replaces Expiring or Expired Contract? (Enter "No" or Contract No and Expiration Date): **435289 Exp 8/14/18**

Type of Contract/PO: **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**

Estimated Start Date: **01/09/2024** Estimated Expiration Date: **01/08/2029** Contract Term: **60 Months**

Estimated Contract Life Value: **\$2,500,000.00** Fund: ***67331** BU: ***65557930**

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

Payment Terms: **Net 30** Selection Method: **Sole Source**

Procurement Staff: **Terri Ray** BAO Staff: **Jeremy Frye**

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

Prime Contractor Information

Prime Contracting Firm: **Water and Waste Equipment, Inc** ISN#: **4183**

Address: **2335 Shady Lane NE** City: **Cleveland** State: **TN** Zip: **37321**

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

Prime Company Contact: **Cooper J. Hill** Email Address: **cjhill@waterandwaste.com** Phone #: **423-479-2084**

Prime Contractor Signatory: **Cooper J. Hill** **Email Address:** **cjhill@waterandwaste.com**

Business Participation for Entire Contract

Small Business and Service Disabled Veteran Business Program: **N/A**

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

Equal Business Opportunity (EBO) 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): **No**

Summary of Offer

Offeror Name	MBE	WBE	SBE	SDV	LGBTBE	Score	Evaluated Cost	Result
	(check as applicable)					(RFP Only)		
Water and Waste Equipment, Inc	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	N/A	N/A	Approved Sole Source Form
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			Select from the Following:
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			Select from the Following:

Contract 6541899

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 **Water and Waste Equipment, Inc** (CONTRACTOR) located at **2335 Shady Lane NE, Cleveland, TN 37312**, resulting from an approved sole source signed by Metro's Purchasing Agent (made a part of this contract by reference). This Contract consists of the following documents:

- *Any properly executed contract amendment (most recent with first priority),*
 - *This document, including exhibits,*
 - *Exhibit A - Pricing*
 - *Exhibit B - MISA Terms and Conditions*
 - *Exhibit C - Affidavits*
 - *Exhibit D - Manufacturer Warranties*
 - *Purchase Orders (and PO Changes),*
- 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 KSB, Peerless, Pentair Hydromatic, Pentair Aurora, and YSI Products and Parts.

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 (the "Effective Date") this Contract is approved by all required parties and filed in the Metropolitan Clerk's Office, whichever date last occurs. This Contract Term will end (60) months from the Effective Date.

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, in no event shall the term of this Contract exceed sixty (60) months from the Effective Date, unless extended by Contract Amendment.

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4. COMPENSATION

4.1. Contract Value

This Contract has an estimated value of \$2,500,000.00. The pricing details are included in Exhibit A and are made a part of this Contract by reference. CONTRACTOR shall be paid as work is completed and METRO is accordingly, invoiced.

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 for the hourly shop rate only. Any request for adjustment is capped at 5% annually and must be supported by the Consumer Price Index (CPI). 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 Effective Date of this Contract. Any such adjustment, if approved by the Purchasing Agent, shall become effective on the anniversary of the Effective Date of this Contract.

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 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 Equal Business Opportunity (EBO) Program is not applicable to 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 Contract number on the ACORD document.

7.2. Automobile Liability Insurance

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

7.3. General Liability Insurance

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

7.4. 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.

7.5. 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 officials, officers, 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.

7.6. 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

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 CONDITONS

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.

It is understood by METRO that the CONTRACTOR, provides "pass-through" warranties direct from the manufacturer of the equipment supplied and that terms of the manufacturer's warranty are applicable to any warranty claims. CONTRACTOR shall provide each manufacturers' standard warranty, which are incorporated herein.

It is understood by METRO that the CONTRACTOR, provides pass-through warranties direct from the manufacturer of the equipment supplied and that terms of the manufacturer's warranty are applicable to any warranty claims. CONTRACTOR shall provide each manufacturers' standard warranty, which are incorporated herein.

8.3. 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.

8.4. 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.

8.5. 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.

8.6. 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

8.7. 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:

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- 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.

8.8. 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.

8.9. 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.

8.10. 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.

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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.

8.11. 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.

8.12. 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.

8.13. 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.

8.14. 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 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.

8.15. Compliance with Laws

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

8.16. 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.

8.17. Boycott of Israel

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.

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 4.48.020, 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 expenses incurred as a result of CONTRACTOR's failure to fulfill any obligation in a professional and timely manner under this Contract. In no event will Water & Waste Equipment, Inc. be responsible for expenses greater than the value of any individual purchase order issued under this contract.
- F. In no event will Water & Waste Equipment, Inc. be responsible for expenses greater than the value of any individual purchase order issued under this contract.

Contract 6541899

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'S PURCHASING AGENT

PROCUREMENT DIVISION

DEPARTMENT OF FINANCE

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: 6541899

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

Notices to CONTRACTOR shall be mailed or hand delivered to:

CONTRACTOR: Water and Waste Equipment, Inc.

Attention: Cooper J. Hill

Address: 2335 Shady Lane NE, Cleveland, TN 37312

Telephone: 423-479-2084 ext 108

Fax: N/A

E-mail: cjhill@waterandwaste.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:

Designated Agent: Water and Waste Equipment, Inc.

Attention: Cooper J. Hill

Address: 2335 Shady Lane NE, Cleveland, TN 37312

Email: cjhill@waterandwaste.com

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Notices & Designations
Department & Project Manager

Contract Number	6541899
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The primary DEPARTMENT/AGENCY responsible for the administration of this contract is:

DEPARTMENT	Water Services
Attention	Stephanie Belcher
Address	1600 2nd Ave N, Nashville, TN 37208
Telephone	615-862-4513
Email	stephanie.belcher@nashville.gov

The primary DEPARTMENT/AGENCY responsible for the administration of this contract designates the following individual as the PROJECT MANAGER responsible for the duties outlined in APPENDIX – Z CONTRACT ADMINISTRATION:

Project Manager	PJ Ashford
Title	Engineer 3
Address	1607 County Hospital Rd., Nashville, TN 37218
Telephone	615-533-9323
Email	walter.ashford@nashville.gov

Appendix Z – Contract Administration

Upon filing with the Metropolitan Clerk, the PROJECT MANAGER designated by the primary DEPARTMENT/AGENCY is responsible for contract administration. Duties related to contract administration include, but are not necessarily limited to, the following:

Vendor Performance Management Plan

For contracts in excess of \$50,000.00, the project manager will develop a vendor performance management plan. This plan is managed by the primary department/agency and will be retained by the department/agency for their records. At contract close out, copies of all vendor performance management documents will be sent to PRG@nashville.gov.

For best practices related to vendor performance management, project managers will consult chapter eight of the PROCUREMENT MANUAL found on the division of purchases internal resources page: <https://metronashville.sharepoint.com/sites/IMFinanceProcurement>.

Amendment

For all contracts, the project manager will notify PRG@nashville.gov if changes to the term, value, scope, conditions, or any other material aspect of the contract are required. The email notification will include a complete CONTRACT AMENDMENT REQUEST FORM found on the division of purchases internal resources page: <https://metronashville.sharepoint.com/sites/IMFinanceProcurement>.

Escalation

For contracts that include an escalation/de-escalation clause, the project manager will notify PRG@nashville.gov when any request for escalation/de-escalation is received. The email notification will include any documentation required by the contract to support the request.

Contract Close Out – Purchasing

For all contracts, the project manager will notify PRG@nashville.gov when the work is complete and has been accepted by the department/agency. The email notification will include the contract number, contract title, date of completion, warranty start date and warranty end date (if applicable), and copies of all vendor performance management documents (if applicable).

Contract Close Out – BAO

For contracts with compliance monitored by the Business Assistance Office (BAO), the project manager will notify the designated contract compliance officer via email when the contract is complete and final payment has been issued. The email notification will include the contract number, contract title, and the date final payment was issued.

Best Practices

Project managers are strongly encouraged to consult chapter eight of the PROCUREMENT MANUAL for best practices related to contract administration. The manual is found on the division of purchases internal resources page:

<https://metronashville.sharepoint.com/sites/IMFinanceProcurement>

Contract Number 6541899

Effective Date

This contract shall not be binding upon the parties until it has been fully electronically approved by the CONTRACTOR, 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 Adm
Dept. / Agency / Comm. Head or Board Chair. Dept. Fin.

APPROVED AS TO COMPLIANCE WITH
PROCUREMENT CODE:

Michelle A. Hernandez Lane Sec
Purchasing Agent Purchasing

APPROVED AS TO AVAILABILITY OF FUNDS:

Kevin Crumboltz AC
Director of Finance BA

APPROVED AS TO FORM AND LEGALITY:

Tara Ladd LBG
Metropolitan Attorney Insurance

FILED BY THE METROPOLITAN CLERK:

Metropolitan Clerk Date

CONTRACTOR:

Water & Waste Equipment, Inc.
Company Name

Cooper J. Hill
Signature of Company's Contracting Officer

Cooper J. Hill
Officer's Name

President
Officer's Title

EXHIBIT A - PRICING**Contract 6541899**

LABOR RATE	
DESCRIPTION	HOURLY LABOR RATE
Hourly shop rate for services	\$135.00 / hour

DISCOUNTS	
DESCRIPTIONS	MINIMUM % DISCOUNT of MSLP
Minimum Percentage Discount off MSLP for Pentair/Hydromatic Products & Parts	5.00%
Minimum Percentage Discount off MSLP for Pentair/Aurora Products & Parts	5.00%
Minimum Percentage Discount off MSLP for KSB Products & Parts	0.00%
Minimum Percentage Discount off MSLP for Peerless Products & Parts	0.00%
Minimum Percentage Discount off MSLP for Xylem/YSI Products & Parts	0.00%

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).

Exhibit B – MISA Terms and Conditions

Contract 6541899

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](#).
 - 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.

Affidavits

Compliance with Laws: After first being duly sworn according to law, the undersigned (Affiant) states that he/she and the contracting organization is presently in compliance with, and will continue to maintain compliance with, all applicable federal, state, and local laws.

Taxes and Licensure: Affiant states that Contractor has all applicable licenses, including business licenses. Affiant also states that Contractor is current on its payment of all applicable gross receipt taxes and personal property taxes. M.C.L. 4-20-065

Nondiscrimination: Affiant affirms that by its employment policy, standards and practices, it does 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 or sex, and are not in violation of, and will not violate, any applicable laws concerning the employment of individuals with disabilities. M.C.L. 4-28-020

Employment Requirement: Affiant affirms that Contractor's employment practices are in compliance with applicable United States immigrations laws. M.C.L. 4-40-060.

Covenant of Nondiscrimination: Affiant affirms that in consideration of the privilege to submit offers in response to this solicitation, we hereby consent, covenant, and agree as follows:

To adopt the policies of the Metropolitan Government relating to equal opportunity in contracting on projects and contracts funded, in whole or in part, with funds of the Metropolitan Government;

- To attempt certain good faith efforts to solicit Minority-owned and Woman-owned business participation on projects and contracts in addition to regular and customary solicitation efforts;

- Not to otherwise engage in discriminatory conduct;

- To provide a discrimination-free working environment;

- That this Covenant of Nondiscrimination shall be continuing in nature and shall remain in full force and effect without interruption;

- That the Covenant of Nondiscrimination shall be incorporated by reference into any contract or portion thereof which the Supplier may hereafter obtain; and

- That the failure of the Supplier to satisfactorily discharge any of the promises of nondiscrimination as made and set forth herein shall constitute a material breach of contract. M.C.L. 4-46-070

Contingent Fees: It is a breach of ethical standards for a person to be retained, or to retain a person, to solicit or secure a Metro contract upon an agreement or understanding for a contingent commission, percentage, or brokerage fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business. After first being duly sworn according to law, the undersigned Affiant states that the Contractor has not retained anyone in violation of the foregoing. M.C.L. 4-48-080

Iran Divestment Act Affidavit: By submission of this offer and in response to the solicitation, Contractor(s) and each person signing on behalf of Contractor(s) affirm, under penalty of perjury, that to the best of their knowledge and belief, neither the Contractor(s), nor proposed subcontractors, subconsultants, partners and any joint venturers, are on the list created pursuant to the Tennessee Code Annotated § 12-12-106 (Iran Divestment Act). Referenced website:

<https://www.tn.gov/content/dam/tn/generalservices/documents/cpo/library/2022/>

List_of_persons_pursuant_to_Tenn._Code_Ann._12-12-106_Iran_Divestment_Act_updated_with%20NY05.04.22.pdf

Sexual Harassment: Affiant affirms that should it be awarded a contract with the Metropolitan Government for a period of more than twelve (12) months and/or valued at over five hundred thousand (\$500,000) dollars, affiant shall be required to provide sexual harassment awareness and prevention training to its employees if those employees:

1. Have direct interactions with employees of the Metropolitan Government through email, phone, or in-person contact on a regular basis;
2. Have contact with the public such that the public may believe the contractor is an employee of the Metropolitan Government, including but not limited to a contractor with a phone number or email address associated with Metropolitan government or contractors with uniforms or vehicles bearing insignia of the Metropolitan Government; or
3. Work on property owned by the metropolitan government.

Such training shall be provided no later than (90) days of the effective date of the contract or (90) days of the employee's start date of employment with affiant if said employment occurs after the effective date of the contract. M.C.L. 2.230.020.

Affiant affirms that Contractor is not currently, and will not for the duration of the awarded Contract, engage in a boycott of Israel for any awarded contract that meets the following criteria:

- Has total potential value of two hundred fifty thousand (\$250,000) or more;
- Affiant has ten (10) or more employees.

Affiant affirms that offeror is and will remain in compliance with the provisions of Chapter 4.12 of the Metro Procurement Code and the contents of its offer as submitted. Affiant further affirms that offeror understands that failure to remain in such compliance shall constitute a material breach of its agreement with the Metropolitan Government.

And Further Affiant Sayeth Not:

Organization Name: Water and Waste Equipment, Inc.

Organization Officer Signature: 

Name of Organization Officer: COOPER J. HILL

Title: PRESIDENT

AMACAN
AMALINE
AMAPROPS
KRTS
MEGA
SEWATEC
SPLIT CASE
SPY
Pumps and Mixers



Warranty for Municipal and Industrial Installations

12/18 Month Warranty for Pumps and Mixers in Municipal and Industrial Installations

KSB, Inc. ("KSB") warrants to the Original End Purchaser ("OEP") that its Pump(s) will be free from defects in workmanship and materials for a period of twelve (12) months of operation when pumping the specified liquid or eighteen (18) months from the original date of shipment of the pump(s) from the factory, whichever occurs first (the "Term").

OEP's claim(s) of alleged defects in workmanship or materials during the Term of the warranty must be delivered in writing to KSB within ninety (90) days of discovery, but within the 12 or 18 month period. KSB's obligation under this warranty expressly is limited to repair or replacement, in KSB's sole discretion, of defective part(s). KSB's obligation hereunder is conditioned upon: (i) the terms of payment have been complied with; (ii) the Pump(s) with cable(s) attached or faulty part(s) thereof have been returned freight prepaid to KSB or to an authorized KSB-Service facility as directed by KSB; (iii) and KSB has acknowledged in writing that the cause of defect is faulty workmanship or defective material. Warranty is expressly conditioned upon OEP operating the Pump according to KSB's Pump's specifications, and the monitoring equipment incorporated in the Pump is correctly connected and in use. Normal wear and tear is specifically excluded from warranty coverage.

This warranty shall be void if the Pump(s) or any part(s) have not been used and maintained in accordance with the printed instructions of KSB., or have been damaged wholly or in part by misuse, accident, neglect, faulty electrical system, or any other cause beyond the control of or responsibility of KSB.

Pump(s) or part(s) repaired or replaced will be returned at the cost of OEP. Repairs or replacement parts are warranted free from defects in workmanship and materials for the longer of the un-expired term of this warranty or ninety (90) days from the date KSB ships such repaired or replaced items, and all other terms and conditions of this warranty shall apply.

Electrical system schematics (including bills of material) and operating run data may be required to support any warranty claims at the request of KSB. This documentation normally will be required in the case of pumps name plated 20 horsepower and larger.

KSB WILL NOT BE RESPONSIBLE FOR TRAVEL EXPENSES, RENTED EQUIPMENT, OUTSIDE CONTRACTORS' FEES, UNAUTHORIZED REPAIR(S), REPAIRS NEEDED DUE TO MISUSE, ACCIDENT, NEGLECT, FAULTY ELECTRICAL SYSTEM, OR OTHER CAUSE OUTSIDE OF KSB'S CONTROL, SHOP EXPENSES OR FOR PUMPS PURCHASED OR USED WITHOUT KSB SUPPLIED POWER CABLE(S).

THE WARRANTIES MADE HEREIN BY KSB ARE IN LIEU OF ANY AND ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED. KSB DISCLAIMS ANY AND ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. KSB ASSUMES NO LIABILITY FOR LOSS OF USE, LOSS OF PROFIT, OR ANY DIRECT, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND.

NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, IN NO EVENT SHALL KSB'S LIABILITY TO PURCHASER, EXCEED THE FEES PAID OR TO BE PAID FOR PARTS FOR REPAIRS UNDER A WARRANTY OR PURPORTED WARRANTY CLAIM THAT GIVES RISE TO ANY SUCH ALLEGED LIABILITY.

No sales agent or sales representative or any other person is authorized to modify, extend, or enlarge this Warranty. Any modification, extension, or enlargement of this Warranty shall not bind KSB.

Peerless Pump

2005 Dr. Martin Luther King Jr, Street
P.O. Box 7026
Indianapolis, Indiana 46207-7026
Phone: (317) 925-9661

Warranty Certificate

New equipment manufactured by Peerless Pump (Seller) is warranted to be free from defects in material and workmanship under normal use and service for a period of 12 months after startup or 18 months after shipment – whichever occurs first. Seller's obligation under this warranty being limited to repairing or replacing at its option any part found to be so defective provided that such part is, upon request, returned to Seller's factory from which it was shipped, transportation prepaid.

This warranty does not cover parts damaged by decomposition from chemical action or wear caused by abrasive materials, nor does it cover damage resulting from misuse, accident, neglect, or from improper operation, maintenance, installation, modification or adjustment.

This warranty does not cover parts repaired outside Seller's factory without prior written approval. Seller makes no warranty as to starting equipment, electrical apparatus or other material not of its manufacture, since the same are usually covered by warranties of the respective manufacturers thereof.

In the event, notwithstanding the terms of this agreement, it is determined by a court of competent jurisdiction that an express warranty has been given by Seller to Purchaser with respect to the head, capacity or other like performance characteristics of said equipment, Seller's liability for breach of the same shall be limited to accepting return of such equipment F.O.B. plant of manufacture, refunding any amount paid thereon by Purchaser (less depreciation at the rate of 15% per year if Purchaser has used equipment for more than thirty (30) days) and canceling any balance still owing on the equipment.

Peerless Pump in no event will be liable for indirect or consequential damages.

This warranty is expressly in lieu of any other warranties, expressed or implied, and seller specifically disclaims any implied warranty of merchantability or fitness for a particular purpose.

WARRANTY

Seller warrants equipment (and its component parts) of its own manufacture against defects in materials and workmanship under normal use and service for one (1) year from the date of installation or start-up, or for eighteen (18) months after the date of shipment, whichever occurs first. Seller does not warrant accessories or components that are not manufactured by Seller; however, to the extent possible, Seller agrees to assign to Buyer its rights under the original manufacturer's warranty, without recourse to Seller. Buyer must give Seller notice in writing of any alleged defect covered by this warranty (together with all identifying details, including the serial number, the type of equipment, and the date of purchase) within thirty (30) days of the discovery of such defect during the warranty period. No claim made more than 30 days after the expiration of the warranty period shall be valid. Guarantees of performance and warranties are based on the use of original equipment manufactured (OEM) replacement parts. Seller assumes no responsibility or liability if alterations, non-authorized design modifications and/or non-OEM replacement parts are incorporated. If requested by Seller, any equipment (or its component parts) must be promptly returned to Seller prior to any attempted repair, or sent to an authorized service station designated by Seller, and Buyer shall prepay all shipping expenses. Seller shall not be liable for any loss or damage to goods in transit, nor will any warranty claim be valid unless the returned goods are received intact and undamaged as a result of shipment. Repaired or replaced material returned to customer will be shipped F.O.B., Seller's factory. Seller will not give Buyer credit for parts or equipment returned to Seller, and will not accept delivery of any such parts or equipment, unless Buyer has obtained Seller's approval in writing. The warranty extends to repaired or replaced parts of Seller's manufacture for ninety (90) days or for the remainder of the original warranty period applicable to the equipment or parts being repaired or replaced, whichever is greater. This warranty applies to the repaired or replaced part and is not extended to the product or any other component of the product being repaired. Repair parts of its own manufacture sold after the original warranty period are warranted for a period of one (1) year from shipment against defects in materials and workmanship under normal use and service. This warranty applies to the replacement part only and is not extended to the product or any other component of the product being repaired. Seller may substitute new equipment or improve part(s) of any equipment judged defective without further liability. All repairs or services performed by Seller, which are not covered by this warranty, will be charged in accordance with Seller's standard prices then in effect.

THIS WARRANTY IS THE SOLE WARRANTY OF SELLER AND SELLER HEREBY EXPRESSLY DISCLAIMS AND BUYER WAIVES ALL OTHER WARRANTIES EXPRESSED, IMPLIED IN LAW OR IMPLIED IN FACT, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Seller's sole obligation under this warranty shall be, at its option, to repair or replace any equipment (or its component parts) which has a defect covered by this warranty, or to refund the purchase price of such equipment or part. Under the terms of this warranty, Seller shall not be liable for (a) consequential, collateral, special or liquidated losses or damages; (b) equipment conditions caused by normal wear and tear, abnormal conditions of use, accident, neglect, or misuse of said equipment; (c) the expense of, and loss or damage caused by, repairs or alterations made by anyone other than the Seller; (d) damage caused by abrasive materials, chemicals, scale deposits, corrosion, lightning, improper voltage, mishandling, or other similar conditions; (e) any loss, damage, or expense relating to or resulting from installation, removal or reinstallation of equipment; (f) any labor costs or charges incurred in repairing or replacing defective equipment or parts, including the cost of reinstalling parts that are repaired or replaced by Seller; (g) any expense of shipment of equipment or repaired or replacement parts; or (h) any other loss, damage or expense of any nature.

The above warranty shall not apply to any equipment which may be separately covered by any alternate or special warranties.

PERFORMANCE: In the absence of Certified Pump Performance Tests, equipment performance is not warranted or guaranteed. Performance curves and other information submitted to Buyer are approximate and no warranty or guarantee shall be deemed to arise as a result of such submittal. All testing shall be done in accordance with Seller's standard policy under Hydraulic Institute procedures.

LIABILITY LIMITATIONS: Under no circumstances shall the Seller have any liability under the Order or otherwise for liquidated damages or for collateral, consequential or special damages or for loss of profits, or for actual losses or for loss of production or progress of construction, regardless of the cause of such damages or losses. In any event, Seller's aggregate total liability under the Order or otherwise shall not exceed the contract price.

ACTS OF GOD: Seller shall in no event be liable for delays in delivery of the equipment or other failures to perform caused by fires, acts of God, strikes, labor difficulties, acts of governmental or military authorities, delays in transportation or procuring materials, or causes of any kind beyond Seller's control.

COMPLIANCE WITH LAW: Seller agrees to comply with all United States laws and regulations applicable to the manufacturing of the subject equipment. Such compliance shall include: The Fair Labor Standards Acts of 1938, as amended; Equal Employment Opportunity clauses of Executive Order 11246, as amended; Occupational Safety and Health Act of 1970 and the standards promulgated thereunder, if applicable. Since compliance with the various Federal, State, and Local laws and regulations concerning occupational health and safety, pollution or local codes are affected by the use, installation and operation of the equipment and other matters over which Seller has no control, Seller assumes no responsibility for compliance with those laws and regulations, whether by way of indemnity, warranty, or otherwise. It is incumbent upon the Buyer to specify equipment which complies with local codes and ordinances.

STANDARD LIMITED WARRANTY

Pentair Hydromatic® warrants its products against defects in material and workmanship for a period of 12 months from the date of shipment from Pentair Hydromatic or 18 months from the manufacturing date, whichever occurs first – provided that such products are used in compliance with the requirements of the Pentair Hydromatic catalog and technical manuals for use in pumping raw sewage, municipal wastewater or similar, abrasive-free, noncorrosive liquids.

During the warranty period and subject to the conditions set forth, Pentair Hydromatic, at its discretion, will repair or replace to the original user, the parts that prove defective in materials and workmanship. Pentair Hydromatic reserves the right to change or improve its products or any portions thereof without being obligated to provide such a change or improvement for prior sold and/or shipped units.

Start-up reports and electrical schematics may be required to support warranty claims. Submit at the time of start up through the Pentair Hydromatic website: <http://forms.pentairliterature.com/startupform/startupform.asp?type=h>. Warranty is effective only if Pentair Hydromatic authorized control panels are used. All seal fail and heat sensing devices must be hooked up, functional and monitored or this warranty will be void. Pentair Hydromatic will cover only the lower seal and labor thereof for all dual seal pumps. Under no circumstance will Pentair Hydromatic be responsible for the cost of field labor, travel expenses, rented equipment, removal/reinstallation costs or freight expenses to and from the factory or an authorized Pentair Hydromatic service facility.

This limited warranty will not apply: (a) to defects or malfunctions resulting from failure to properly install, operate or maintain the unit in accordance with the printed instructions provided; (b) to failures resulting from abuse, accident or negligence; (c) to normal maintenance services and parts used in connection with such service; (d) to units that are not installed in accordance with applicable local codes, ordinances and good trade practices; (e) if the unit is moved from its original installation location; (f) if unit is used for purposes other than for what it is designed and manufactured; (g) to any unit that has been repaired or altered by anyone other than Pentair Hydromatic or an authorized Pentair Hydromatic service provider; (h) to any unit that has been repaired using non factory specified/OEM parts.

Warranty Exclusions: PENTAIR HYDROMATIC MAKES NO EXPRESS OR IMPLIED WARRANTIES THAT EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF. PENTAIR HYDROMATIC SPECIFICALLY DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE.

Liability Limitation: IN NO EVENT SHALL PENTAIR HYDROMATIC BE LIABLE OR RESPONSIBLE FOR CONSEQUENTIAL, INCIDENTAL OR SPECIAL DAMAGES RESULTING FROM OR RELATED IN ANY MANNER TO ANY PENTAIR HYDROMATIC PRODUCT OR PARTS THEREOF. PERSONAL INJURY AND/OR PROPERTY DAMAGE MAY RESULT FROM IMPROPER INSTALLATION. PENTAIR HYDROMATIC DISCLAIMS ALL LIABILITY, INCLUDING LIABILITY UNDER THIS WARRANTY, FOR IMPROPER INSTALLATION. PENTAIR HYDROMATIC RECOMMENDS INSTALLATION BY PROFESSIONALS.

Some states do not permit some or all of the above warranty limitations or the exclusion or limitation of incidental or consequential damages and therefore such limitations may not apply to you. No warranties or representations at any time made by any representatives of Pentair Hydromatic shall vary or expand the provision hereof.



HYDROMATIC®

740 EAST 9TH STREET
ASHLAND, OHIO, USA 44805
419-289-1144

490 PINEBUSH ROAD, UNIT #4
CAMBRIDGE, ONTARIO, CANADA N1T 0A5
800-363-PUMP

WWW.HYDROMATIC.COM



Quick Reference Guide to YSI IQ Sensornet Warranties

Controllers and Modules	
2020-3G and 282/284 Controllers	3 years
IQSN Modules	3 years
Cable	
IQ Network Cables (SNCIQ)	12 months
IQ Sensor Cables (SACIQ)	12 months
Sensors	
FDO and FDO Cap	2 years 6 months for fast response cap
Trioxmatic	2 years
IFL	2 years
TetraCon	2 years
VisoTurb/ViSolid	2 years
UV/ UV-Vis (UVT, NOx, NitraVis, CarboVis, NiCaVis)	2 years
AmmonoLyt	2 years
NitraLyt	2 years
VARiON	2 years
SensoLyt	2 years
Electrodes	
ISE Electrodes for AmmonoLyt, NitraLyt, VARiON	1 year
SensoLyt pH & ORP Electrodes	6 months
Analyzers	
Alyza (NH ₄ , PO ₄)	2 years
3017M Chlorine Analyzer	2 years



WATEAND-01

STUCKER

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/9/2023

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 Insurance Incorporated 2551 Georgetown Road Cleveland, TN 37311	CONTACT NAME: Daria Bankston, CISR	
	PHONE (A/C, No, Ext): (423) 693-0582	FAX (A/C, No): (423) 476-3612
	E-MAIL ADDRESS: dbankston@insuranceinc.net	
	INSURER(S) AFFORDING COVERAGE	
INSURED Water And Waste Equipment 2335 Shady Lane Cleveland, TN 37312	INSURER A : The Cincinnati Casualty Company	
	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X		ECP 0588950	9/2/2023	9/2/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 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
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	X		ECP 0588950	9/2/2023	9/2/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<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 \$			ECP 0588950	9/2/2023	9/2/2024	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input checked="" type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N / A	EWC 0588947	9/2/2023	9/2/2024	<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

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 RE: Contract # 6541899

CERTIFICATE HOLDER

CANCELLATION

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



INSURANCE INCORPORATED

A DIVISION OF RSS INSURANCE

RE: T.C.A. § 56-7-136 – Certificate of Insurance in the State of Tennessee

Thank you for contacting us to request a certificate of Insurance for one of our valued clients. It is our goal to satisfy your request in a prompt and professional manner that aligns with the State of Tennessee law.

Recent legislative action that took effect on July 1, 2020 now regulates the preparation, issuance, request and use of certificates of insurance. Those found to have violated the law can be fined up to \$1,000 per violation and subject to other administrative action. State law now prohibits our agency from issuing certificates of insurance that:

- Warrants that the referenced policy complies with the insurance or indemnification requirements of another contract
- Contains any false or misleading information concerning the referenced insurance policy
- Purports to extend, alter or amend the coverage provided by the referenced insurance policy

Additionally, the law prohibits the alteration or modification of certificates after issuance. To promptly satisfy your request we are happy to issue certificates that:

- Reference contract numbers
- Provide copies of required coverage forms

We appreciate your understanding to these recent changes and encourage you to contact us with questions about the certificate of insurance you have been provided.

Best Regards,
Insurance Incorporated



State of Tennessee

PUBLIC CHAPTER NO. 608

SENATE BILL NO. 2849

By Bailey, Pody

Substituted for: House Bill No. 2161

By Travis, Hall, Powers, Gant, Terry, Daniel, Curcio

AN ACT to amend Tennessee Code Annotated, Title 8 and Title 56, relative to certificates of insurance.

BE IT ENACTED BY THE GENERAL ASSEMBLY OF THE STATE OF TENNESSEE:

SECTION 1. Tennessee Code Annotated, Title 56, Chapter 7, Part 1, is amended by adding the following as a new section:

(a) For purposes of this section:

(1) "Casualty insurance" has the same meaning as defined in § 56-2-201;

(2) "Certificate of insurance":

(A) Means a document or instrument prepared or issued by an insurer or insurance producer as evidence of property or casualty insurance coverage; and

(B) Does not include a policy of insurance, insurance binder, policy endorsement, or automobile insurance identification or information card;

(3) "Governmental entity" means any political subdivision of this state, including, but not limited to, any incorporated city or town, metropolitan government, county, utility district, or school district;

(4) "Insurance producer" means a person licensed to sell, solicit, or negotiate property or casualty insurance under the laws of this state;

(5) "Insurer" means a person duly licensed to transact a property or casualty insurance business in this state;

(6) "Person" means any individual, partnership, corporation, association, or other legal entity, including any governmental entity; and

(7) "Property insurance" has the same meaning as defined in § 56-2-201.

(b) A certificate of insurance is not a policy of insurance and does not amend, extend, or alter the coverage afforded by the policy to which the certificate of insurance refers. A certificate of insurance does not confer any rights beyond what the referenced policy of insurance expressly provides.

(c) A person shall not:

(1) Prepare, issue, request, or require the issuance of a certificate of insurance that contains any false or misleading information concerning the policy of insurance referenced in the certificate of insurance;

(2) Prepare, issue, request, or require the issuance of a certificate of insurance that purports to alter, amend, or extend the coverage provided by the policy of insurance referenced in the certificate of insurance; or

(3) Alter or modify a certificate of insurance after issuance.

(d) A certificate of insurance must not warrant that the policy of insurance referenced in the certificate of insurance complies with the insurance or indemnification requirements of a contract. The inclusion of a contract number or description within a certificate of insurance does not warrant that the policy of insurance referenced in the certificate of insurance complies with the insurance or indemnification requirements of a contract.

(e) An insurer must provide a person with notice of a cancellation, nonrenewal, material change, or any similar notice concerning a policy of insurance only if the person has a right to the notice under the terms of the policy of insurance, an endorsement to the policy, or state law. The policy of insurance, an endorsement to a policy of insurance, and state law govern the terms and conditions of any notice under this subsection (e), including the required timing of the notice.

(f) This section applies to all certificates of insurance issued in connection with property insurance or casualty insurance risks located in this state, regardless of where the policyholder, insurer, insurance producer, or person requesting or requiring the issuance of a certificate of insurance is located.

(g) A certificate of insurance, or any other document or correspondence relative to a certificate of insurance, prepared, issued, requested, or required in violation of this section is void.

(h) The commissioner, in accordance with § 56-6-120, may examine and investigate the activities of any person that the commissioner reasonably believes engaged in, or is currently engaging in, an act or practice prohibited by this section.

(i) If a person intentionally violates this section, then the commissioner may take any of the following actions:

(1) Issue an order requiring the person to cease and desist from the actions constituting the violation; and

(2) Assess a civil penalty of not more than one thousand dollars (\$1,000) per violation.

(j) This section does not limit the authority of the commissioner to investigate conduct, enforce compliance, or issue penalties under this title.

(k) The commissioner may promulgate rules pursuant to the Uniform Administrative Procedures Act, compiled in title 4, chapter 5, to carry out this section.

SECTION 2. For the purpose of promulgating rules, this act shall take effect upon becoming a law, the public welfare requiring it. For all other purposes, this act shall take effect July 1, 2020, the public welfare requiring it, and applies to certificates of insurance executed, amended, or renewed on or after that date.

SENATE BILL NO. 2849

PASSED: March 12, 2020


RANDY McNALLY
SPEAKER OF THE SENATE


CAMERON SEXTON, SPEAKER
HOUSE OF REPRESENTATIVES

APPROVED this 20th day of March 2020


BILL LEE, GOVERNOR

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**CONTRACTORS ADDITIONAL INSURED - AUTOMATIC STATUS
AND AUTOMATIC WAIVER OF SUBROGATION
WHEN REQUIRED IN WRITTEN CONTRACT, AGREEMENT,
PERMIT OR AUTHORIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Additional Insured - Owners, Lessees Or Contractors - Automatic Status For Other Parties When Required In Written Contract Or Agreement With You

1. Section II - Who Is An Insured is amended to include as an additional insured any person or organization you have agreed in writing in a contract or agreement to add as an additional insured on this Coverage Part. Such person(s) or organization(s) is an additional insured only with respect to liability for:

a. "Bodily injury", "property damage" or "personal and advertising injury" *caused, in whole or in part, by* the performance of your ongoing operations by you or on your behalf, under that written contract or written agreement. Ongoing operations does not apply to "bodily injury" or "property damage" occurring after:

(1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

(2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project; and

b. "Bodily injury" or "property damage" *caused, in whole or in part, by* "your work" performed under that written contract or written agreement and in-

cluded in the "products-completed operations hazard", but only if:

(1) The Coverage Part to which this endorsement is attached provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard"; and

(2) The written contract or written agreement requires you to provide additional insured coverage included within the "products-completed operations hazard" for that person or organization.

If the written contract or written agreement requires you to provide additional insured coverage included within the "products-completed operations hazard" for a specified length of time for that person or organization, the "bodily injury" or "property damage" must occur prior to the expiration of that period of time in order for this insurance to apply.

If the written contract or written agreement requires you to provide additional insured coverage for a person or organization per only ISO additional insured endorsement form number **CG 20 10**, without specifying an edition date, and without specifically requiring additional insured coverage included within the "products-completed operations hazard", this Paragraph **b.** does not apply to that person or organization.

2. If the written contract or written agreement described in Paragraph **1.** above specifically requires you to provide additional insured coverage to that person or organization:

a. *Arising out of* your ongoing operations or *arising out of* "your work"; or

- b. By way of an edition of an ISO additional insured endorsement that includes *arising out of* your ongoing operations or *arising out of* "your work";

then the phrase *caused, in whole or in part, by* in Paragraph **A.1.a.** and/or Paragraph **A.1.b.** above, whichever applies, is replaced by the phrase *arising out of*.

- 3. With respect to the insurance afforded to the additional insureds described in Paragraph **A.1.**, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

- a. The preparing, approving or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of, or the failure to render, any professional architectural, engineering or surveying services.

- 4. This Paragraph **A.** does not apply to additional insureds described in Paragraph **B.**

B. Additional Insured - State Or Governmental Agency Or Subdivision Or Political Subdivision - Automatic Status When Required In Written Permits Or Authorizations

- 1. **Section II - Who Is An Insured** is amended to include as an additional insured any state or governmental agency or subdivision or political subdivision you have agreed in writing in a permit or authorization to add as an additional insured on this Coverage Part. Such state or governmental agency or subdivision or political subdivision is an additional insured only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued, in writing, a permit or authorization.

- 2. With respect to the insurance afforded to the additional insureds described in Paragraph **B.1.**, the following additional exclusions apply:

This insurance does not apply to:

- a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or
- b. "Bodily injury" or "property damage" included within the "products-completed operations hazard."

- C. The insurance afforded to additional insureds described in Paragraphs **A.** and **B.**:

- 1. Only applies to the extent permitted by law; and
- 2. Will not be broader than that which you are required by the written contract, written agreement, written permit or written authorization to provide for such additional insured; and
- 3. Does not apply to any person, organization, state, governmental agency or subdivision or political subdivision specifically named as an additional insured for the same project in the schedule of an endorsement added to this Coverage Part.

- D. With respect to the insurance afforded to the additional insureds described in Paragraphs **A.** and **B.**, the following is added to **Section III - Limits Of Insurance**:

The most we will pay on behalf of the additional insured is the amount of insurance:

- 1. Required by the written contract, written agreement, written permit or written authorization described in Paragraphs **A.** and **B.** For the purpose of determining the required amount of insurance only, we will include the minimum amount of any Umbrella Liability or Excess Liability coverage required for that additional insured in that written contract, written agreement, written permit or written authorization; or
- 2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

- E. **Section IV - Commercial General Liability Conditions** is amended to add the following:

Automatic Additional Insured Provision

This insurance applies only if the "bodily injury" or "property damage" occurs, or the "personal and advertising injury" offense is committed:

1. During the policy period; and
 2. Subsequent to your execution of the written contract or written agreement, or the issuance of a written permit or written authorization, described in Paragraphs **A.** and **B.**
- F.** Except when **G.** below applies, the following is added to **Section IV - Commercial General Liability Conditions, Other Insurance,** and supersedes any provision to the contrary:

When Other Additional Insured Coverage Applies On An Excess Basis

This insurance is primary to other insurance available to the additional insured described in Paragraphs **A.** and **B.** except:

1. As otherwise provided in **Section IV - Commercial General Liability Conditions, Other Insurance, b. Excess Insurance;** or
 2. For any other valid and collectible insurance available to the additional insured as an additional insured on another insurance policy that is written on an excess basis. In such case, this insurance is also excess.
- G.** The following is added to **Section IV - Commercial General Liability Conditions, Other Insurance,** and supersedes any provision to the contrary:

Primary Insurance When Required By Written Contract, Agreement, Permit Or Authorization

Except when wrap-up insurance applies to the claim or "suit" on behalf of the additional insured, this insurance is primary to any other insurance available to the additional insured described in Paragraphs **A.** and **B.** provided that:

1. The additional insured is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract, agreement, permit or authorization de-

scribed in Paragraph **A.** or **B.** that this insurance would be primary to any other insurance available to the additional insured.

As used in this endorsement, wrap-up insurance means a centralized insurance program under which one party has secured either insurance or self-insurance covering some or all of the contractors or subcontractors performing work on one or more specific project(s).

Primary And Noncontributory Insurance When Required By Written Contract, Agreement, Permit Or Authorization

Except when wrap-up insurance applies to the claim or "suit" on behalf of the additional insured, this insurance is primary to and will not seek contribution from any other insurance available to the additional insured described in Paragraphs **A.** and **B.** provided that:

1. The additional insured is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract, agreement, permit or authorization described in Paragraph **A.** or **B.** that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

As used in this endorsement, wrap-up insurance means a centralized insurance program under which one party has secured either insurance or self-insurance covering some or all of the contractors or subcontractors performing work on one or more specific project(s).

- H. Section IV - Commercial General Liability Conditions, Transfer Of Rights Of Recovery Against Others To Us** is amended by the addition of the following:

Waiver of Subrogation

We waive any right of recovery against any additional insured under this endorsement, because of any payment we make under this endorsement, to whom the insured has waived its right of recovery in a written contract, written agreement, written permit or written authorization. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such additional insured prior to loss.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**CinciPlus®
BUSINESS AUTO XC+®
(EXPANDED COVERAGE PLUS)
ENDORSEMENT**

This endorsement modifies insurance provided by the following:

BUSINESS AUTO COVERAGE FORM

With respect to the coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

A. Blanket Waiver of Subrogation

SECTION IV - BUSINESS AUTO CONDITIONS, A. Loss Conditions, 5. Transfer of Rights of Recovery Against Others to Us is amended by the addition of the following:

We waive any right of recovery we may have against any person or organization because of payments we make for "bodily injury" or "property damage" arising out of the operation of a covered "auto" when you have assumed liability for such "bodily injury" or "property damage" under an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution or the "insured contract".

B. Noncontributory Insurance

SECTION IV - BUSINESS AUTO CONDITIONS, B. General Conditions, 5. Other Insurance c. is deleted in its entirety and replaced by the following:

- c. Regardless of the provisions of Paragraph a. above, this Coverage Form's Liability Coverage is primary and we will not seek contribution from any other insurance for any liability assumed under an "insured contract" that requires liability to be assumed on a primary noncontributory basis.

C. Additional Insured by Contract

SECTION II - LIABILITY COVERAGE, A. Coverage, 1. Who is an Insured is amended to include as an insured any person or organization for whom you have agreed in a valid written contract to provide insurance as afforded by this policy.

This provision is limited to the scope of the valid written contract.

This provision does not apply unless the valid written contract has been:

1. Executed prior to the accident causing "bodily injury" or "property damage"; and
2. Is still in force at the time of the "accident" causing "bodily injury" or "property damage".

D. Employee Hired Auto

1. Changes in Liability Coverage

The following is added to the **SECTION II - LIABILITY COVERAGE, A. Coverage, 1. Who is an Insured**:

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business.

2. Changes in General Conditions

SECTION IV - BUSINESS AUTO CONDITIONS, B. General Conditions, 5. Other Insurance is deleted in its entirety and replaced by the following:

- b. For Hired Auto Physical Damage Coverage the following are deemed to be covered "autos" you own:

- (1) Any covered "auto" you lease, hire, rent or borrow; and
- (2) Any covered "auto" hired or rented by your "employee" under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

E. Audio, Visual and Data Electronic Equipment

SECTION III - PHYSICAL DAMAGE COVERAGE, C. Limit of Insurance is amended by adding the following:

4. The most we will pay for all "loss" to audio, visual or data electronic equipment and any accessories used with this equipment as a result of any one "accident" is the lesser of:
 - a. The actual cash value of the damaged or stolen property as of the time of the "accident";
 - b. The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality; or
 - c. \$2,500.

Provided the equipment, at the time of the "loss" is:

- a. Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment;
- b. Removable from a permanently installed housing unit as described in Paragraph 2.a. above; or
- c. An integral part of such equipment.

F. Who is an Insured - Amended

SECTION II - LIABILITY COVERAGE, A. Coverage, 1. Who is an Insured is amended by adding the following:

The following are "insureds":

1. Any subsidiary which is a legally incorporated entity of which you own a financial interest of more than 50% of the voting stock on the effective date of this coverage form.

However, the insurance afforded by this provision does not apply to any subsidiary that is an "insured" under any other automobile liability policy or would be an "insured" under such policy but for termination of such policy or the exhaustion of such policy's limits of insurance.

2. Any organization that is newly acquired or formed by you and over which you maintain majority ownership. The insurance provided by this provision:

- a. Is effective on the date of acquisition or formation, and is afforded for 180 days after such date;
 - b. Does not apply to "bodily injury" or "property damage" resulting from an "accident" that occurred before you acquired or formed the organization;
 - c. Does not apply to any newly acquired or formed organization that is a joint venture or partnership; and
 - d. Does not apply to an insured under any other automobile liability policy or would be an insured under such a policy but for the termination of such policy or the exhaustion of such policy's limits of insurance.
3. Any of your "employees" while using a covered "auto" in your business or your personal affairs, provided you do not own, hire or borrow that "auto".

G. Liability Coverage Extensions - Supplementary Payments - Higher Limits

SECTION II - LIABILITY COVERAGE, A. Coverage, 2. Coverage Extensions, a. Supplementary Payments is amended by:

1. Replacing the \$2,000 Limit of Insurance for bail bonds with \$4,000 in (2); and
2. Replacing the \$250 Limit of Insurance for reasonable expenses with \$500 in (4).

H. Amended Fellow Employee Exclusion

SECTION II - LIABILITY COVERAGE, B. Exclusions, 5. Fellow Employee is modified as follows:

Exclusion 5. **Fellow Employee** is deleted.

I. Hired Auto - Physical Damage

If hired "autos" are covered "autos" for Liability Coverage, then Comprehensive and Collision Physical Damage Coverages as provided under **SECTION III - PHYSICAL DAMAGE COVERAGE** of this Coverage Part are extended to "autos" you hire, subject to the following:

1. The most we will pay for "loss" to any hired "auto" is \$50,000 or the actual cash value or cost to repair or replace, whichever is the least, minus a deductible.
2. The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage, or \$1,000, whichever is less.
3. Hired Auto - Physical Damage coverage is excess over any other collectible insurance.

4. Subject to the above limit, deductible, and excess provisions we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own insured under this policy.

Coverage includes loss of use of that hired auto, provided it results from an "accident" for which you are legally liable and as a result of which a monetary loss is sustained by the leasing or rental concern. The most we will pay for any one "accident" is \$3,000.

If a limit for Hired Auto - Physical Damage is shown in the Schedule, then that limit replaces, and is not added to, the \$50,000 limit indicated above and the deductibles shown in the Schedule are applicable.

J. Rental Reimbursement

SECTION III - PHYSICAL DAMAGE COVERAGE is amended by adding the following:

1. We will pay for rental reimbursement expenses incurred by you for the rental of an "auto" because of a "loss" to a covered "auto". Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered "auto". No deductible applies to this coverage.
2. We will pay only for those expenses incurred during the policy period beginning 24 hours after the "loss" and ending, regardless of the policy's expiration, with the lesser of the following number of days:
 - a. The number of days reasonably required to repair the covered "auto". If "loss" is caused by theft, this number of days is added to the number of days it takes to locate the covered "auto" and return it to you; or
 - b. 30 days.
3. Our payment is limited to the lesser of the following amounts:
 - a. Necessary and actual expenses incurred; or
 - b. \$50 per day.
4. This coverage does not apply while there are spare or reserve "autos" available to you for your operations.
5. We will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided for under **SECTION III - PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions**.

K. Transportation Expense - Higher Limits

SECTION III - PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions is amended by replacing \$20 per day with \$50 per day, and \$600 maximum with \$1,500 maximum in **Extension a. Transportation Expenses**.

L. Airbag Coverage

SECTION III - PHYSICAL DAMAGE COVERAGE, B. Exclusions, 3.a. is amended by adding the following:

However, the mechanical and electrical breakdown portion of this exclusion does not apply to the accidental discharge of an airbag. This coverage for airbags is excess over any other collectible insurance or warranty.

M. Loan or Lease Gap Coverage

1. **SECTION III - PHYSICAL DAMAGE COVERAGE, C. Limit of Insurance** is deleted in its entirety and replaced by the following, but only for private passenger type "autos" with an original loan or lease, and only in the event of a "total loss" to such a private passenger type "auto":
 - a. The most we will pay for "loss" in any one "accident" is the greater of:
 - (1) The amount due under the terms of the lease or loan to which your covered private passenger type "auto" is subject, but will not include:
 - (a) Overdue lease or loan payments;
 - (b) Financial penalties imposed under the lease due to high mileage, excessive use or abnormal wear and tear;
 - (c) Security deposits not refunded by the lessor;
 - (d) Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
 - (e) Carry-over balances from previous loans or leases, or
 - (2) Actual cash value of the stolen or damaged property.
 - b. An adjustment for depreciation and physical condition will be made in determining actual cash value at the time of "loss".

2. **SECTION V - DEFINITIONS** is amended by adding the following, but only for the purposes of this **Loan or Lease Gap Coverage**:

"Total loss" means a "loss" in which the cost of repairs plus the salvage value exceeds the actual cash value.

N. Glass Repair - Waiver of Deductible

SECTION III - PHYSICAL DAMAGE COVERAGE, D. Deductible is amended by adding the following:

No deductible applies to glass damage if the glass is repaired in a manner acceptable to us rather than replaced.

O. Duties in the Event of an Accident, Claim, Suit or Loss - Amended

SECTION IV - BUSINESS AUTO CONDITIONS, A. Loss Conditions, 2. Duties in the Event of Accident, Claim, Suit or Loss, a. is amended by adding the following:

This condition applies only when the "accident" or "loss" is known to:

1. You, if you are an individual;
2. A partner, if you are a partnership;
3. An executive officer or insurance manager, if you are a corporation; or
4. A member or manager, if you are a limited liability company.

P. Unintentional Failure to Disclose Hazards

SECTION IV - BUSINESS AUTO CONDITIONS, B. General Conditions, 2. Concealment, Misrepresentation or Fraud is amended by adding the following:

However, if you unintentionally fail to disclose any hazards existing on the effective date of this Coverage Form, we will not deny coverage under this Coverage Form because of such failure.

Q. Mental Anguish Resulting from Bodily Injury

SECTION V - DEFINITIONS, C. "Bodily injury" is deleted in its entirety and replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by a person, including mental anguish and death sustained by the same person that results from such bodily injury, sickness or disease. "Bodily injury" does not include mental anguish or death that does not result from bodily injury, sickness or disease.

R. Coverage for Certain Operations in Connection with Railroads

With respect to the use of a covered "auto" in operations for or affecting a railroad:

1. **SECTION V - DEFINITIONS, H. "Insured contract", 1.c.** is deleted in its entirety and replaced by the following:
 - c. An easement or license agreement;
2. **SECTION V - DEFINITIONS, H. "Insured contract", 2.a.** is deleted.



Contract Standards Deviations

Contract Purchase Agreement 6541899,0: Contract Standards Deviations - 08-Nov-2023

Supplier	Water & Waste Equipment Inc	Supplier Site	CLEVELAND
Buyer	Ray, Terri Lynn	Amount	5,000,000.00
Contract Template	Master Goods and Services Contract		

Deviation Summary

Clause Deviations

Category	Non-Standard clauses	
Deviation	Section	Clause Title
Standard clause modified	1. GOODS AND SERVICES CONTRACT	1.1. 37:Heading
Standard clause modified	2. THE PARTIES HEREBY AGREE TO THE FOLLOWING TERMS AND CONDITIONS:	2.1. 35:Duties and Responsibilities
Standard clause modified	3. CONTRACT TERM	3.1. 36:Contract Term
Standard clause modified	4. COMPENSATION	4.1. 38:Contract Value
Standard clause modified	4. COMPENSATION	4.4. 27:Escalation/De-escalation
Standard clause modified	6. NONDISCRIMINATION	6.3. 230:Equal Business Opportunity (EBO) Program Requirement
Standard clause modified	8. GENERAL TERMS AND CONDITONS	8.2. 29:Warranty
Standard clause modified	8. GENERAL TERMS AND CONDITONS	8.20. 67:Indemnification and Hold Harmless
Category	Standard clauses missing	
Deviation	Section	Clause Title
Optional clause removed	7. INSURANCE	7.2. 50:Products Liability Insurance
Optional clause removed	7. INSURANCE	7.3. 188:Professional Liability Insurance
Optional clause removed	7. INSURANCE	7.7. 253:Abuse and Molestation Insurance
Optional clause removed	7. INSURANCE	7.8. 251:Cyber Liability Insurance
Optional clause removed	7. INSURANCE	7.9. 252:Technological Errors and Omissions Insurance
Optional clause removed	8. GENERAL TERMS AND CONDITONS	8.3. 167:Software License

Policy Deviations

Deviation	Description	Line	Item	Item Description
The contract has no Policy Deviations				



Contract Standards Deviations

Deviation Category	Non-Standard clauses
Clause Title	1.1. 37:Heading
Section	1. GOODS AND SERVICES CONTRACT
Deviation	Standard clause modified

Clause Text

This contract is initiated by and between **The Metropolitan Government of Nashville and Davidson County (METRO)** and **Water and Waste Equipment, Inc (CONTRACTOR)** located at **2335 Shady Lane NE, Cleveland, TN 37312**, resulting from an approved sole source signed by Metro's Purchasing Agent (made a part of this contract by reference). This Contract consists of the following documents:

- ***Any properly executed contract amendment (most recent with first priority),***
- ***This document, including exhibits,***
 - ***Exhibit A - Pricing***
 - ***Exhibit B - MISA Terms and Conditions***
 - ***Exhibit C - Affidavits***
 - ***Exhibit D - Manufacturer Warranties***
- ***Purchase Orders (and PO Changes),***

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

Comparison to Standard

This contract is initiated by and between The Metropolitan Government of Nashville and Davidson County (METRO) and - ~~Enter Legal Name (CONTRACTOR)~~
Water and Waste Equipment, Inc (CONTRACTOR) located at ~~Enter Address, City, ST ZIP-~~
2335 Shady Lane NE, Cleveland, TN 37312, resulting from an approved sole source signed by Metro's Purchasing Agent
(made a part of this contract by reference). This Contract consists of the following documents:

- ~~Any~~
- Any properly executed contract amendment (most recent with first priority),

-
- This document, including exhibits,

-
- Exhibit A - ~~{Enter Description (i.e. Hourly Rates)}~~
Pricing

-
- Exhibit B - ~~{Enter Description (i.e. Task Details)}~~
MISA Terms and Conditions

- ~~Exhibit C~~
- Exhibit C - ~~{Enter Description (i.e. ISA Terms and Conditions)}~~



Contract Standards Deviations

Affidavits

- ~~• The solicitation documentation for RFQ# [Enter Number] and affidavit(s) (all made a part of this contract by reference);~~
- Exhibit D - Manufacturer Warranties

- ~~• Purchase~~
- Purchase Orders (and PO Changes), -

- ~~• CONTRACTOR's response to the solicitation;~~

- ~~• Equal Business Opportunity (EBO) Program forms (incorporated by reference);~~



Contract Standards Deviations

Deviation Category	Non-Standard clauses
Clause Title	2.1. 35:Duties and Responsibilities
Section	2. THE PARTIES HEREBY AGREE TO THE FOLLOWING
	TERMS AND CONDITIONS:
Deviation	Standard clause modified

Clause Text

CONTRACTOR agrees to provide KSB, Peerless, Pentair Hydromatic, Pentair Aurora, and YSI Products and Parts.

Comparison to Standard

CONTRACTOR agrees to provide ~~the goods and/or services as fully defined in the solicitation~~
KSB, Peerless, Pentair Hydromatic, Pentair Aurora, and ~~as outlined in Exhibit B — Scope of Services.~~
YSI Products and Parts.



Contract Standards Deviations

Deviation Category	Non-Standard clauses
Clause Title	3.1. 36:Contract Term
Section	3. CONTRACT TERM
Deviation	Standard clause modified

Clause Text

The Contract Term will begin on the date (the “Effective Date”) this Contract is approved by all required parties and filed in the Metropolitan Clerk's Office. This Contract Term will end (60) months from the Effective Date.

This Contract may be extended by letter sign by both parties. The option to extend may be exercised by and at the discretion of the Purchasing Agent. However, in no event shall the term of this Contract exceed one hundred twenty (120) months from the Effective Date.

Comparison to Standard

The Contract Term will begin on the date (the “Effective Date”) ~~of [insert date here], or the date~~ this Contract is approved by all required parties and filed in the Metropolitan Clerk's ~~Office, whichever date last occurs.~~
Office. This Contract Term will end (60) months from the Effective Date.

This Contract may be extended by ~~Contract Amendment.~~
letter sign by both parties. The option to extend may be exercised by and at the discretion of the Purchasing ~~Agent.~~
Agent. However, in no event shall the term of this Contract exceed ~~sixty (60)~~
one hundred twenty (120) months from the Effective Date.



Contract Standards Deviations

Deviation Category	Non-Standard clauses
Clause Title	4.1. 38:Contract Value
Section	4. COMPENSATION
Deviation	Standard clause modified

Clause Text

This Contract has an estimated value of \$5,000,000.00. The pricing details are included in Exhibit A and are made a part of this Contract by reference. CONTRACTOR shall be paid as work is completed and METRO is accordingly, invoiced.

Comparison to Standard

This Contract has an estimated value of ~~-\$[Agreement Amount].~~
\$5,000,000.00. The pricing ~~-details are~~
details are included ~~-in Exhibit~~
in Exhibit A and are made a part of this Contract by reference. ~~-CONTRACTOR~~
CONTRACTOR shall be paid as work is completed and METRO is accordingly, invoiced.



Contract Standards Deviations

Deviation Category	Non-Standard clauses
Clause Title	4.4. 27:Escalation/De-escalation
Section	4. COMPENSATION
Deviation	Standard clause modified

Clause Text

This Contract is NOT eligible for annual escalation/de-escalation adjustments.

Comparison to Standard

This Contract is NOT 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 Effective Date of this Contract. Any such adjustment, if approved by the Purchasing Agent, shall become effective on the anniversary of the Effective Date of this Contract.~~ adjustments.



Contract Standards Deviations

Deviation Category	Non-Standard clauses
Clause Title	6.3. 230:Equal Business Opportunity (EBO) Program Requirement
Section	6. NONDISCRIMINATION
Deviation	Standard clause modified

Clause Text

The Equal Business Opportunity (EBO) Program is not applicable to this Contract.

Comparison to Standard

~~-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 solicitation response and incorporated herein by reference. CONTRACTOR agrees to comply with the~~ is not 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.



Contract Standards Deviations

Deviation Category	Non-Standard clauses
Clause Title	8.2. 29:Warranty
Section	8. GENERAL TERMS AND CONDITONS
Deviation	Standard clause modified

Clause Text

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.

It is understood by METRO that the CONTRACTOR, provides "pass-through" warranties direct from the manufacturer of the equipment supplied and that terms of the manufacturer's warranty are applicable to any warranty claims. CONTRACTOR shall provide each manufacturers' standard warranty, which are incorporated herein.

It is understood by METRO that the CONTRACTOR, provides pass-through warranties direct from the manufacturer of the equipment supplied and that terms of the manufacturer's warranty are applicable to any warranty claims. CONTRACTOR shall provide each manufacturers' standard warranty, which are incorporated herein.

Comparison to Standard

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.

It is understood by METRO that the CONTRACTOR, provides "pass-through" warranties direct from the manufacturer of the equipment supplied and that terms of the manufacturer's warranty are applicable to any warranty claims. CONTRACTOR shall provide each manufacturers' standard warranty, which are incorporated herein.

It is understood by METRO that the CONTRACTOR, provides pass-through warranties direct from the manufacturer of the equipment supplied and that terms of the manufacturer's warranty are applicable to any warranty claims. CONTRACTOR shall provide each manufacturers' standard warranty, which are incorporated herein.

Contract Standards Deviations

Deviation Category	Non-Standard clauses
Clause Title	8.20. 67:Indemnification and Hold Harmless
Section	8. GENERAL TERMS AND CONDITONS
Deviation	Standard clause modified

Clause Text

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 expenses incurred as a result of CONTRACTOR's failure to fulfill any obligation in a professional and timely manner under this Contract. In no event will Water & Waste Equipment, Inc. be responsible for expenses greater than the value of any individual purchase order issued under this contract.
- A. In no event will Water & Waste Equipment, Inc. be responsible for expenses greater than the value of any individual purchase order issued under this contract.

Comparison to Standard

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

- ~~A. Any~~
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~~
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~~
C. In any and all claims against METRO, its officers, agents, or employees, by any employee ~~of CONTRACTOR,~~
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



Contract Standards Deviations

damages, compensation, or benefits payable by or ~~for CONTRACTOR~~
for CONTRACTOR or any subcontractor under workers' compensation acts, disability acts, or other employee benefit acts.

~~D. METRO~~

D. METRO will not indemnify, defend, or hold harmless in any ~~fashion CONTRACTOR~~
fashion CONTRACTOR from any claims arising from any failure, regardless of any language in any attachment or other document ~~that CONTRACTOR~~
that CONTRACTOR may provide.

~~E. CONTRACTOR~~

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.~~
Contract. In no event will Water & Waste Equipment, Inc. be responsible for expenses greater than the value of any individual purchase order issued under this contract.

A. In no event will Water & Waste Equipment, Inc. be responsible for expenses greater than the value of any individual purchase order issued under this contract.



Contract Standards Deviations

Deviation Category	Standard clauses missing
Clause Title	7.2. 50:Products Liability Insurance
Section	7. INSURANCE
Deviation	Optional clause removed

Clause Text

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



Contract Standards Deviations

Deviation Category	Standard clauses missing
Clause Title	7.3. 188:Professional Liability Insurance
Section	7. INSURANCE
Deviation	Optional clause removed

Clause Text

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



Contract Standards Deviations

Deviation Category	Standard clauses missing
Clause Title	7.7. 253:Abuse and Molestation Insurance
Section	7. INSURANCE
Deviation	Optional clause removed

Clause Text

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



Contract Standards Deviations

Deviation Category	Standard clauses missing
Clause Title	7.8. 251: Cyber Liability Insurance
Section	7. INSURANCE
Deviation	Optional clause removed

Clause Text

In the amount of four million (\$4,000,000.00) dollars.



Contract Standards Deviations

Deviation Category	Standard clauses missing
Clause Title	7.9. 252:Technological Errors and Omissions Insurance
Section	7. INSURANCE
Deviation	Optional clause removed

Clause Text

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



Contract Standards Deviations

Deviation Category	Standard clauses missing
Clause Title	8.3. 167:Software License
Section	8. GENERAL TERMS AND CONDITONS
Deviation	Optional clause removed

Clause Text

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.

**METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY
DEPARTMENT OF FINANCE – PROCUREMENT
SOLE SOURCE JUSTIFICATION FORM**

SS #: SS2023151Date Received: April 21, 2023

Send an email to PRG@nashville.gov and attach completed sole source form and supporting documentation.

Proposed supplier MUST be Registered in iProcurement

Date: 04/20/2023 Requesting Department/Agency/Commission: Water ServicesRequesting Official: Stephanie Belcher Telephone #: 615-862-4513 This is for a multi-year contract.Product/Service Description: Contract for KSB, Peerless, Pentair Hydromatic, Pentair Aurora, and YSI Products and Parts**Total Purchase (Enter the value for the entire contract life) Price: \$5,000,000**BU Number: 65557930 Fund #: 67331 Object Account: 503600 Any Other Accounting Info: _____Proposed Supplier: Water & Waste Equipment Inc. Proposed Supplier Contact: Carey DavisSupplier Address: 2335 Shady Lane City: Cleveland ST: TN Zip: 37312Supplier Telephone #: 615-289-9293 Supplier Email: cdavis@waterandwaste.com**Metro Code: 4.12.060 Sole Source Procurement.**

A contract may be awarded for a supply, service or construction item without competition when, under regulations promulgated by the standards board, the purchasing agent determines in writing that there is only one source for the required supply, service or construction item. The standards board may, by regulation, establish specific categories of supplies, services, or construction items as sole source items. (Ord. 92-210 § 1 (3-205), 1992)

R4.12.060.02 Conditions for Use of Sole Source Procurement.Other, see explanation below

If Other, Explain Request: Metro Water Services has KSB pumps, Pentair Aurora pumps, Pentair Hydromatic pumps and YSI products in its system. Only parts and products from these lines are compatible with existing equipment, Water & Waste Equipment Inc is the sole source for these products in this region, Metro Water requests an initial 5 year term with an optional 5 year extension.

Signatures will be gotten by Procurement in DocuSign

Department Requester's Initials: SBRequesting Department Director's Signature of Approval: Amanda Deaton-MayerDate: 4/21/2023 | 8:23 AM PDT

Date Received: April 21, 2023

► **Our Technology. Your success.**

Pumps • Valves • Service



3/30/2023

KSB Incorporated

Water & Wastewater Division

Southeast Regional Office

Subject: Authorized Sources for KSB Municipal Products

Attn.: Mr. Walter (P.J.) Ashford

City of Nashville

Metro Water Services

Dear Mr. Ashford:

KSB pumps and parts are offered to the Municipal Market through a network of exclusive Representatives operating in assigned geographical territories. As our municipal products are quite specialized and highly engineered, we have chosen this method of distribution to ensure that you, our valued customer, will always have ready access to local repair service and application assistance for our products

The exclusive representative for all KSB Municipal products for the Counties east of and including Stewart, Houston, Benton, Perry & Wayne is **"Water & Waste Equipment, Inc."**.

Water & Waste is the only factory authorized source of municipal KSB pumps, service and replacement parts in your area. Please be advised that any quotation you may receive for KSB pumps or replacement parts from a source other than Water & Waste will have been issued without KSB'S permission or consent, and any orders resulting from such offers will be referred by KSB to Water & Waste for processing. Our exclusive distribution policy would preclude the need for you to issue multiple requests for quotation. Please direct all inquiries for our products through Water & Waste.

Thank you for your continued use of KSB products. We value you as our customer. Should there be anything with which we can assist you, and if Water & Waste is not available, please feel free to contact me at the contact information below.

A handwritten signature in black ink, appearing to read "NA" followed by a long horizontal stroke.

Nick Abbatiello

KSB, INC.

Southeast Regional Manager -Water Market Area

Cell: 904-643-1973

Email: nick.abbatiello@ksb.com

March 29, 2023

**City of Nashville
Metro Water Service
Attn: Mr. Walter (P.J.) Ashford**

Re: Sole Source Municipal Product Representation – Peerless Pump

Dear Mr. Ashford,

Please accept this letter as formal notification to the City of Nashville that Water and Waste Equipment, by contract, is the sole supplier for Peerless Pump products for the state of Tennessee municipal (Water Utility) market and is exclusive to your account.

The statement above applies to Peerless Pump product lines including vertical turbine, submersible vertical turbine, horizontal split case, vertical column and end suction pumps.

Please contact Water and Waste Equipment at the following address for all your pumping needs which includes pumps, parts, factory reconditioning and service.

Water and Waste Equipment
2335 Shady Lane
Cleveland, TN 37312
Main Sales Office
(423) 479-2084
Middle Tennessee Sales Office
(615) 907-4000
<https://waterandwaste.com>

Respectfully,

Mike McGaugh

**Mike McGaugh
Regional Sales Manager – South East US
Peerless Pump Company**

Cc: Water and Waste Equipment





PENTAIR FLOW TECHNOLOGIES
+1.419.289.1144 Main

740 E. Ninth Street
Ashland, OH 44805
United States
www.pentair.com

April 11, 2023

Mr. Walter (P.J.) Ashford
Metro Water Services
Nashville, TN

RE: Pentair Hydromatic Engineered Municipal Sales Distribution

Mr. Ashford:

This letter is to advise you that Water & Waste Equipment, Inc., located at 2335 Shady Lane Cleveland, TN 37312, is the sole authorized distributor for Pentair Hydromatic engineered municipal equipment sales in the following territory:

State of Tennessee: Middle & East Tennessee

This agreement gives them the right to promote and sell Hydromatic engineered products for the municipal market in the above counties. Additionally, Water & Waste is an authorized Service Center for the product line.

Please direct any inquiries or orders directly to them at (423) 479-2084 or (615) 907-4000. If you have any additional questions or need any further information, then please feel free to contact me directly.

Sincerely,

Ed Guffee

Ed Guffee
National Sales Manager
Engineered Water & Wastewater
Pentair C&IFT



YSI Incorporated

1725 Brannum Lane, Yellow Springs, OH 45387
Tel +1.937.767.7241 Fax +1.937.767.9353

March 29, 2023

Mr. Walter (P.J) Ashford
City of Nashville
Metro Water Services

YSI, Inc., a Xylem brand, is the sole source of YSI IQ SensorNet process monitoring equipment for products and services for the state of Tennessee. Water & Waste Equipment, Inc is the exclusive YSI, Xylem Analytics, and MJK sales & service representative in municipal wastewater, industrial wastewater, and municipal drinking water markets within Tennessee, including the City of Nashville, Metro Water Services.

The corporate contact information for Water & Waste Equipment, Inc follows:

Water & Waste Equipment, Inc
2335 Shady Lane
Cleveland, TN 37312
Cdavis@waterandwaste.com
(615) 907-4000

Please don't hesitate to contact me if you have any questions.

Best regards,

Benjamin Barker

Benjamin Barker
Regional Sales Manager, SE US Region
Xylem, YSI
+1 937.505.7477
benjamin.barker@Xylem.com



800 Airport Road
North Aurora, IL 60542
United States
www.pentair.com

April 11, 2023

Mr. Walter (P.J.) Ashford
Metro Water Services
Nashville, TN

RE: Pentair Aurora Municipal Sales Distribution

Mr. Ashford:

This letter is to advise you that Water & Waste Equipment, Inc., located at 2335 Shady Lane Cleveland, TN 37312, is the sole authorized distributor for Pentair Aurora municipal equipment sales in the following territory:

State of Tennessee: Middle & East Tennessee

This agreement gives them the right to promote and sell Aurora Engineered Products for the municipal market in the above counties. Additionally, Water & Waste is an authorized Service Center for the product line.

Please direct any inquiries or orders directly to them at (423) 479-2084 or (615) 907-4000. If you have any additional questions or need any further information, then please feel free to contact me directly.

Sincerely,

Ed Guffee

Ed Guffee
National Sales Manager
Engineered Water & Wastewater
Pentair C&IFT

**METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY
DEPARTMENT OF FINANCE – PROCUREMENT
SOLE SOURCE JUSTIFICATION FORM**

SS #: SS2023151Date Received: April 21, 2023

Send an email to PRG@nashville.gov and attach completed sole source form and supporting documentation.

Proposed supplier MUST be Registered in iProcurement

Date: 04/20/2023 Requesting Department/Agency/Commission: Water Services
 Requesting Official: Stephanie Belcher Telephone #: 615-862-4513 This is for a multi-year contract.
 Product/Service Description: Contract for KSB, Peerless, Pentair Hydromatic, Pentair Aurora, and YSI Products and Parts Approval of changes
Total Purchase (Enter the value for the entire contract life) Price: ~~\$5,000,000~~ \$2,500,000.00 Mdl, 12/21/2023 | 12:36 P
 BU Number: 65557930 Fund #: 67331 Object Account: 503600 Any Other Accounting Info: _____

Proposed Supplier: Water & Waste Equipment Inc. Proposed Supplier Contact: Carey Davis
 Supplier Address: 2335 Shady Lane City: Cleveland ST: TN Zip: 37312
 Supplier Telephone #: 615-289-9293 Supplier Email: cdavis@waterandwaste.com

Metro Code: 4.12.060 Sole Source Procurement.

A contract may be awarded for a supply, service or construction item without competition when, under regulations promulgated by the standards board, the purchasing agent determines in writing that there is only one source for the required supply, service or construction item. The standards board may, by regulation, establish specific categories of supplies, services, or construction items as sole source items. (Ord. 92-210 § 1 (3-205), 1992)

R4.12.060.02 Conditions for Use of Sole Source Procurement.

Other, see explanation below

If Other, Explain Request: Metro Water Services has KSB pumps, Pentair Aurora pumps, Pentair Hydromatic pumps and YSI products in its system. Only parts and products from these lines are compatible with existing equipment. Water & Waste Equipment Inc is the sole source for these products in this region, Metro Water requests an initial 5 year term. with an optional 5 year extension.

Signatures will be gotten by Procurement in DocuSign

Department Requester's Initials: SB

Requesting Department Director's Signature of Approval: Amanda Deaton-Mayer

Date: 4/21/2023 | 8:23 AM PDT

SS2023151

SS #: _____

April 21, 2023

Date Received: _____

To be completed by the Procurement Division

☐ **Vetting & Research Needed; Date Requested by Purchasing Agent** _____

multi-year contract--sole brand also approved.

☒ **Sole Source is Approved for:** _____

☐ **Sole Source is Denied (See determination summary for denial reason)**

4/24/2023 | 7:21 PM

PURCHASING AGENT: Michelle D. Hernandez Lane **Date:** _____

► **Our Technology. Your success.**

Pumps • Valves • Service



3/30/2023

KSB Incorporated

Water & Wastewater Division

Southeast Regional Office

Subject: Authorized Sources for KSB Municipal Products

Attn.: Mr. Walter (P.J.) Ashford

City of Nashville

Metro Water Services

Dear Mr. Ashford:

KSB pumps and parts are offered to the Municipal Market through a network of exclusive Representatives operating in assigned geographical territories. As our municipal products are quite specialized and highly engineered, we have chosen this method of distribution to ensure that you, our valued customer, will always have ready access to local repair service and application assistance for our products

The exclusive representative for all KSB Municipal products for the Counties east of and including Stewart, Houston, Benton, Perry & Wayne is **"Water & Waste Equipment, Inc."**.

Water & Waste is the only factory authorized source of municipal KSB pumps, service and replacement parts in your area. Please be advised that any quotation you may receive for KSB pumps or replacement parts from a source other than Water & Waste will have been issued without KSB'S permission or consent, and any orders resulting from such offers will be referred by KSB to Water & Waste for processing. Our exclusive distribution policy would preclude the need for you to issue multiple requests for quotation. Please direct all inquiries for our products through Water & Waste.

Thank you for your continued use of KSB products. We value you as our customer. Should there be anything with which we can assist you, and if Water & Waste is not available, please feel free to contact me at the contact information below.

A handwritten signature in black ink, appearing to read "NA", followed by a horizontal line extending to the right.

Nick Abbatiello

KSB, INC.

Southeast Regional Manager -Water Market Area

Cell: 904-643-1973

Email: nick.abbatiello@ksb.com

March 29, 2023

**City of Nashville
Metro Water Service
Attn: Mr. Walter (P.J.) Ashford**

Re: Sole Source Municipal Product Representation – Peerless Pump

Dear Mr. Ashford,

Please accept this letter as formal notification to the City of Nashville that Water and Waste Equipment, by contract, is the sole supplier for Peerless Pump products for the state of Tennessee municipal (Water Utility) market and is exclusive to your account.

The statement above applies to Peerless Pump product lines including vertical turbine, submersible vertical turbine, horizontal split case, vertical column and end suction pumps.

Please contact Water and Waste Equipment at the following address for all your pumping needs which includes pumps, parts, factory reconditioning and service.

Water and Waste Equipment
2335 Shady Lane
Cleveland, TN 37312
Main Sales Office
(423) 479-2084
Middle Tennessee Sales Office
(615) 907-4000
<https://waterandwaste.com>

Respectfully,

Mike McGaugh

**Mike McGaugh
Regional Sales Manager – South East US
Peerless Pump Company**

Cc: Water and Waste Equipment





PENTAIR FLOW TECHNOLOGIES
+1.419.289.1144 Main

740 E. Ninth Street
Ashland, OH 44805
United States
www.pentair.com

April 11, 2023

Mr. Walter (P.J.) Ashford
Metro Water Services
Nashville, TN

RE: Pentair Hydromatic Engineered Municipal Sales Distribution

Mr. Ashford:

This letter is to advise you that Water & Waste Equipment, Inc., located at 2335 Shady Lane Cleveland, TN 37312, is the sole authorized distributor for Pentair Hydromatic engineered municipal equipment sales in the following territory:

State of Tennessee: Middle & East Tennessee

This agreement gives them the right to promote and sell Hydromatic engineered products for the municipal market in the above counties. Additionally, Water & Waste is an authorized Service Center for the product line.

Please direct any inquiries or orders directly to them at (423) 479-2084 or (615) 907-4000. If you have any additional questions or need any further information, then please feel free to contact me directly.

Sincerely,

Ed Guffee

Ed Guffee
National Sales Manager
Engineered Water & Wastewater
Pentair C&IFT



YSI Incorporated

1725 Brannum Lane, Yellow Springs, OH 45387
Tel +1.937.767.7241 Fax +1.937.767.9353

March 29, 2023

Mr. Walter (P.J) Ashford
City of Nashville
Metro Water Services

YSI, Inc., a Xylem brand, is the sole source of YSI IQ SensorNet process monitoring equipment for products and services for the state of Tennessee. Water & Waste Equipment, Inc is the exclusive YSI, Xylem Analytics, and MJK sales & service representative in municipal wastewater, industrial wastewater, and municipal drinking water markets within Tennessee, including the City of Nashville, Metro Water Services.

The corporate contact information for Water & Waste Equipment, Inc follows:

Water & Waste Equipment, Inc
2335 Shady Lane
Cleveland, TN 37312
Cdavis@waterandwaste.com
(615) 907-4000

Please don't hesitate to contact me if you have any questions.

Best regards,

Benjamin Barker

Benjamin Barker
Regional Sales Manager, SE US Region
Xylem, YSI
+1 937.505.7477
benjamin.barker@Xylem.com



800 Airport Road
North Aurora, IL 60542
United States
www.pentair.com

April 11, 2023

Mr. Walter (P.J.) Ashford
Metro Water Services
Nashville, TN

RE: Pentair Aurora Municipal Sales Distribution

Mr. Ashford:

This letter is to advise you that Water & Waste Equipment, Inc., located at 2335 Shady Lane Cleveland, TN 37312, is the sole authorized distributor for Pentair Aurora municipal equipment sales in the following territory:

State of Tennessee: Middle & East Tennessee

This agreement gives them the right to promote and sell Aurora Engineered Products for the municipal market in the above counties. Additionally, Water & Waste is an authorized Service Center for the product line.

Please direct any inquiries or orders directly to them at (423) 479-2084 or (615) 907-4000. If you have any additional questions or need any further information, then please feel free to contact me directly.

Sincerely,

Ed Guffee

Ed Guffee
National Sales Manager
Engineered Water & Wastewater
Pentair C&IFT

Certificate Of Completion

Envelope Id: DCF1ED78D9094BA1A6FA77E9A8F425F2

Status: Sent

Subject: Metro Contract 6541899 with Water and Waste Equipment, Inc (Water Services)

Source Envelope:

Document Pages: 76

Signatures: 10

Certificate Pages: 18

Initials: 4

AutoNav: Enabled

Envelope Stamping: Enabled

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

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

11/30/2023 10:46:12 AM

Holder: Procurement Resource Group

prg@nashville.gov

Location: DocuSign

Security Appliance Status: Connected

Pool: StateLocal

Storage Appliance Status: Connected

Pool: Metropolitan Government of Nashville and

Davidson County

Location: DocuSign

Signer Events**Signature****Timestamp**

Gary Clay

Gary.Clay@nashville.gov

Asst. Purchasing Agent

Security Level: Email, Account Authentication
(None)

Signature Adoption: Uploaded Signature Image

Using IP Address: 170.190.198.190

Sent: 12/5/2023 8:54:27 AM

Viewed: 12/5/2023 8:57:15 AM

Signed: 12/5/2023 8:57:23 AM

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: 67.187.85.238

Signed using mobile

Sent: 12/5/2023 8:57:27 AM

Viewed: 12/7/2023 5:22:21 AM

Signed: 12/7/2023 5:23:13 AM

Electronic Record and Signature Disclosure:

Accepted: 12/7/2023 5:22:21 AM

ID: 34a8bc7d-3b89-4107-83d3-14d58a0e354b

Alla Cross

alla.cross@nashville.gov

Security Level: Email, Account Authentication
(None)

Signature Adoption: Pre-selected Style

Using IP Address: 170.190.198.185

Sent: 12/7/2023 5:23:18 AM

Viewed: 12/8/2023 8:14:05 AM

Signed: 12/8/2023 8:14:37 AM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Cooper J. Hill

cjhill@waterandwaste.com

President

Water & Waste Equipment, Inc.

Security Level: Email, Account Authentication
(None)

Signature Adoption: Pre-selected Style





Using IP Address: 75.130.82.94


Sent: 12/8/2023 8:14:42 AM

Viewed: 12/8/2023 8:38:48 AM

Signed: 12/8/2023 8:39:42 AM

Electronic Record and Signature Disclosure:

Signer Events	Signature	Timestamp
Accepted: 12/8/2023 8:38:48 AM ID: 6119ca6d-874a-4ecb-bce0-0fc1f35253ee		
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: 170.190.198.190	Sent: 12/8/2023 8:39:46 AM Viewed: 12/10/2023 6:58:23 PM Signed: 12/13/2023 1:48:06 PM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Scott Potter scott.potter@nashville.gov Director Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.192	Sent: 12/13/2023 1:48:11 PM Viewed: 12/13/2023 1:52:36 PM Signed: 12/13/2023 1:52:46 PM
Electronic Record and Signature Disclosure: Accepted: 12/13/2023 1:52:36 PM ID: 9fc5274e-931c-4e05-a946-a2638d7e1674		
Kevin Crumbo/tlo talialomaxod Neal@nashville.gov Dep Dir of Finance Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.185	Sent: 12/13/2023 1:52:51 PM Viewed: 12/13/2023 1:54:07 PM Signed: 12/13/2023 1:54:31 PM
Electronic Record and Signature Disclosure: Accepted: 12/13/2023 1:54:07 PM ID: a746b445-6763-4e5d-9109-74bd84fe8dc9		
Kevin Crumbo/mjw MaryJo.Wiggins@nashville.gov Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.100	Sent: 12/13/2023 1:54:36 PM Viewed: 12/13/2023 4:55:08 PM Signed: 12/13/2023 4:55:45 PM
Electronic Record and Signature Disclosure: Accepted: 12/13/2023 4:55:08 PM ID: 59d06729-3940-415a-a97a-074569927f22		
Lora Fox lora.fox@nashville.gov Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.144	Sent: 12/13/2023 4:55:50 PM Resent: 12/19/2023 7:48:18 AM Viewed: 12/19/2023 12:21:45 PM Signed: 12/19/2023 12:23:47 PM
Electronic Record and Signature Disclosure: Accepted: 12/19/2023 12:21:45 PM ID: 8e768b68-93af-4b5d-b5a5-821a785deb01		

Signer Events	Signature	Timestamp
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: 12/19/2023 12:23:54 PM Viewed: 12/19/2023 12:33:20 PM Signed: 12/19/2023 12:33:32 PM

Electronic Record and Signature Disclosure:
Accepted: 12/19/2023 12:33:20 PM
ID: 4e15fc36-afef-4499-ad15-fe1bbe165b82

Procurement Resource Group
prg@nashville.gov
Metropolitan Government of Nashville and Davidson
County
Security Level: Email, Account Authentication (None)

Sent: 12/19/2023 12:33:39 PM

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

Terri L. Ray
Terri.Ray@nashville.gov
Finance Manager
Metropolitan Government of Nashville and Davidson
County
Security Level: Email, Account Authentication (None)

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Sent: 12/5/2023 8:54:26 AM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

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

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Sent: 12/19/2023 12:33:37 PM

Electronic Record and Signature Disclosure:
Accepted: 12/19/2023 10:13:26 AM
ID: 96b1adf4-c242-438d-aaea-039d6a80bc0c

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

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Sent: 12/19/2023 12:33:38 PM

Electronic Record and Signature Disclosure:
Accepted: 12/19/2023 12:33:20 PM
ID: 4e15fc36-afef-4499-ad15-fe1bbe165b82

Carbon Copy Events	Status	Timestamp
Jeremy Frye jeremy.frye@nashville.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 11/21/2023 9:04:28 AM ID: 22b62612-2ed7-499b-9562-2f7454ff70c1		
PJ Ashford Walter.Ashford@nashville.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 12/12/2023 1:04:27 PM ID: 58d81902-9657-41c2-b39e-55b0df5177a5		
Amber Gardner Amber.Gardner@nashville.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 11/21/2023 10:20:59 AM ID: 3ccf2030-2fdc-4b9a-bf88-53bccb570865		
Austin Kyle publicrecords@nashville.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 12/18/2023 11:40:20 AM ID: b7690118-969c-42cb-8b39-de60de256e84		
Zak Kelley Zak.Kelley@Nashville.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Stephanie Belcher Stephanie.belcher@nashville.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 11/27/2023 3:08:14 PM ID: 60c28ca0-5766-4e15-a011-9bd7dfc6dd92		
Carey Davis cdavis@waterandwaste.com Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign		

Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	12/5/2023 8:54:26 AM
Envelope Updated	Security Checked	12/19/2023 7:48:17 AM
Envelope Updated	Security Checked	12/19/2023 7:48:18 AM

Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		