

VILLAGE OF DOWNERS GROVE
Report for the Village
5/4/2021

SUBJECT:	SUBMITTED BY:
Award of Contract - Automatic Meter Reading (AMR) Software Upgrade	Andy Sikich Public Works Director

SYNOPSIS

Resolutions have been prepared to authorize approval of two amendments to agreements with ACLARA Technologies, LLC to upgrade the Automated Meter Reading (AMR) software in a total amount for both amendments of \$75,241.63, which includes a 10% contingency for the Master Services Agreement amendment.

STRATEGIC PLAN ALIGNMENT

The goals for 2019-2021 include *Top Quality Infrastructure*.

FISCAL IMPACT

The FY21 budget provides \$80,000.00 in the Water Fund for the AclaraONE software upgrade.

RECOMMENDATION

Approval on the May 4, 2021 consent agenda.

BACKGROUND

The Village installed an ACLARA Automated Meter Reading (AMR) system to collect water meter readings in 2002-03. An upgrade to the ACLARA software platform is needed. The software platform allows Village staff to access water meter readings, Data Collector Unit (DCU) information, and reports on the overall status of the AMR system. The software platform also connects with the Village's Customer Information System (CIS) to provide water meter readings for water bills. The current software program will no longer be supported, will not work with the latest version of the water meter transmitting units (MTUs), and must be upgraded to the AclaraONE software system.

The two amendments requested for approval are Amendment No. 2 to the Master Services Agreement and Amendment No. 1 to the Software License Agreement and Maintenance Agreement. The Master Services Amendment covers the professional services required to upgrade the Village's software applications to the latest version of Aclara's software platform (AclaraONE), and migration of data. The Amendment to the Software License Agreement and Maintenance Agreement increases the annual maintenance fee for the new software to the amount of \$27,220.48.

Staff recommends approval of these two amendments to the agreements with ACLARA Technologies, LLC to upgrade the software platform. ACLARA is a sole source supplier for this purchase. The Village's

automated meter reading system was manufactured by ACLARA, and this technology is proprietary to ACLARA.

ATTACHMENTS

Resolutions

Agreements

RESOLUTION NO. _____**A RESOLUTION AUTHORIZING EXECUTION OF AMENDMENT NO. 2
TO THE MASTER AGREEMENT BETWEEN
THE VILLAGE OF DOWNERS GROVE
AND ACLARA TECHNOLOGIES, LLC**

BE IT RESOLVED by the Village Council of the Village of Downers Grove, DuPage County, Illinois, as follows:

1. That the form and substance of a certain Amendment No. 2 (“Amendment No. 2”), between the Village of Downers Grove (the “Village”) and Aclara Technologies, LLC (“Aclara”), to the Automatic Meter Reading (AMR) master agreement submitted to this meeting with the recommendation of the Village Manager, is hereby approved in the amount of \$45,299.10 which includes a ten percent (10%) contingency.

2. That the Village Manager and Village Clerk are hereby respectively authorized and directed for and on behalf of the Village to execute, attest, seal and deliver Amendment No. 2, substantially in the form approved in the foregoing paragraph of this Resolution, together with such changes as the Manager shall deem necessary.

3. That the proper officials, agents and employees of the Village are hereby authorized and directed to take such further action as they may deem necessary or appropriate to perform all obligations and commitments of the Village in accordance with the provisions of Amendment No. 2.

4. That all resolutions or parts of resolutions in conflict with the provisions of this Resolution are hereby repealed.

5. That this Resolution shall be in full force and effect from and after its passage as provided by law.

Mayor

Passed:

Attest: _____
Village Clerk

ACLARA – Downers Grove

CONFIDENTIAL

**AMENDMENT NO. 2
TO
MASTER AGREEMENT
UPGRADE EXISTING AMI COMPONENTS**

This Amendment No. 2 is entered into in duplicate effective as of the date last signed below by and between Aclara Technologies LLC (“Aclara”) and Village of Downers Grove, hereinafter (“Purchaser”).

WHEREAS, Aclara and Purchaser are parties to a certain Master Agreement executed on August 9, 2013 as amended by Amendment No. 1 dated October 16, 2014 (hereinafter collectively the “Agreement”), which the Parties desire to amend as further described herein; and

WHEREAS, this Amendment modifies, alters or changes specific terms and conditions of the Agreement to reflect the changes in services being purchased and upgrade to the software;

NOW, THEREFORE, in consideration of the foregoing premises and mutual covenants herein expressed the parties agree as follows:

1. The attached Exhibit A-2, Statement of Work dated _____ is hereby made a part of the Agreement.
2. Except as modified in this Amendment, the Agreement will remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 2 to be executed by their duly authorized officers or representatives as of the date last set forth below.

Aclara Technologies LLC

Village of Downers Grove

DocuSigned by:

By: _____
53474F6305C54E4...

By: _____

Name: Kumi Premathilake
Name: _____

Name: _____

Title: DVP AMI & Services
Title: _____

Title: _____

Date: 3/26/2021
Date: _____

Date: _____



Quotation

Quote #: Q-17544-1
Created Date: 3/2/2021 1:29 PM
Expiration Date: 5/1/2021
Endpoints for Software: 16724

Aclara

77 West Port Plaza, Suite 500
 St. Louis, MO 63146
 US
 Phone: (800) 297-2728

Bill To

David Moody
 Downers Grove, Village of (IL)
 5101 Walnut Ave
 Downers Grove, IL 60515
 US
 (630) 434-5460
 dmoody@downers.us

End Customer

Downers Grove, Village of (IL)

Prepared By	Phone	EMAIL	PAYMENT METHOD
Tyler Simpson		tsimpson@hubbell.com	Net 30

Other

Product Description	Part No.	Qty	Sale Price	Extended Price
Validation Editing & Estimation (VEE) - annual fee	NS-PH	16,724	USD 0.25	USD 4,181.00
Other TOTAL:				USD 4,181.00

Server Load Fees (One-Time)

Product Description	Part No.	Qty	Sale Price	Extended Price
AclaraONE - Head End Load Fee	SW-3010LF	1.00	USD 5,000.00	USD 5,000.00

Implementation Fees (One-Time)

Product Description	Part No.	Qty	Sale Price	Extended Price
AclaraONE -Unified HE -On Premise Implementation	SW-3010P	1.00	USD 32,000.00	USD 32,000.00

License (One-Time)

Product Description	Part No.	Qty	Price per Endpoint	Sale Price	Extended Price
AclaraONE -Unified Head End License	SW-3010L	16,724	USD 1.54	USD 25,724.00	USD 25,724.00

Year 1

Product Description	Part No.	Qty	Price per Endpoint	Sale Price	Extended Price
AclaraONE -Unified HE -On Premise Maintenance	SW-3010M	16,724	USD 1.63	USD 27,220.48	USD 27,220.48

Credits

Product Description	Part No.	Qty	Sale Price	Extended Price
AclaraONE -Unified Head End License Cr	SW-3010L CR	16,724	USD -25,724.00	USD -25,724.00

Sub-Total	USD 68,401.48
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Total	USD 68,401.48
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Notes

TERMS & CONDITIONS**General Note:**

This Proposal/Quotation is based upon the terms and conditions set forth in the Aclara Standard Terms and Conditions of Sales for Equipment and certain services that are available on Aclara's website at:

<http://www.aclara.com/terms-and-conditions/>

1. **ADDITIONAL TERMS:**
Each Line Item will be shipped within the number of weeks staged after receipt of an acceptable order.
2. This quotation is based upon receipt and acceptance of an order by the earlier of the Expiration Date in the upper right or 60-days after the Proposal Date contained herein.
3. Seller shall deliver Equipment to Buyer FCA Seller's Facility or warehouse (Incoterms 2010.) Seller will arrange freight on Buyer's behalf.
4. Buyer shall pay Seller's standard Material Handling charges.
5. Sales tax will be charged unless the customer provides/has provided a valid Sales Tax Exemption or Reseller certificate.
6. Total Extended price shown excludes any applicable Sales Tax.
7. Software subject to 5% annual escalation starting year 2
8. AclaraONE configuration based on total system size as shown above. Final AclaraONE configuration will be determined by working in conjunction with IT staff at the beginning of each contract year and pricing adjusted accordingly for that year. If optional software is selected, a Software License Agreement amendment will be required.
9. IF BUYER ACCEPTS THIS QUOTE AND WILL ISSUE ACLARA A SEPARATE PURCHASE ORDER BASED THEREON, DO NOT RETURN A SIGNED COPY OF THIS QUOTE.
RETURNING BOTH A SIGNED QUOTE AND SEPARATE PURCHASE ORDER WILL RESULT IN THE BUYER BEING BILLED FOR TWO ORDERS.

To place an order, please send a signed copy of your Purchase Order referencing this quotation to AclaraSoftwareOrders@Hubbell.com

If there is no Purchase Order, enter N/A in PO Number, your signature, and your Ship To Street Address (P.O. Box not allowed) to acknowledge that this quote form will be used in lieu of PO.

Signature: _____

Effective Date: ____/____/____

Name (Print): _____

Title: _____

PO Number *: _____

* Ship To:

Street: _____

City, State Zip: _____

* If there is no purchase order, Ship To address must be entered.

Aclara Confidential / Proprietary Information

*Seller's above quote is expressly made conditional on the Buyer's assent to all of the terms and conditions located at <http://www.aclara.com/terms-and-conditions> . By issuing a Purchase Order or Order to Seller based on this Quote, Buyer hereby represents and affirms that it has reviewed and assents to these terms and conditions. **ADDITIONAL TERMS CONTAINED ON ANY PURCHASE ORDER ARE HEREBY REJECTED UNLESS SPECIFICALLY AGREED TO IN WRITING BY ACLARA (SELLER) and BUYER.***



Exhibit A

Statement of Work

Project Name: Downers Grove, Village of (IL), ("Client", "System Owner", or "Customer") AclaraONE Software Upgrade Implementation ("Project").

This Statement of Work ("SOW") and the terms and conditions of the Master Agreement (hereinafter "Agreement") describes the Services to be provided to the Client in support of the Project as authorized by Client signing this Statement of Work. This SOW is governed by the Master Agreement with an Effective Date of August 9, 2013, as amended in October 2014. By signing this SOW, Client represents and affirms that it has reviewed and agrees to the terms and conditions as set forth in the Agreement, its Attachments and Exhibits. Additional terms contained on any purchase order are hereby rejected unless specifically agreed to in writing by the Client and Aclara.

Scope of Work

The project scope for the AclaraONE Upgrade Implementation includes professional services (project management, coordination, AclaraONE software solution, product training and software acceptance).

The new solution will support various uses of the components and applications defined in Attachment 1. More detailed requirements will be developed during the requirements task of the project but will remain consistent with Attachment 1 unless mutually agreed by the Client and Aclara.

This Statement of Work addresses the implementation services required by the Project. It is mutually understood that business requirements, resources and dates may change subject to the applicable terms of this SOW and that any such material change requested by the Client or as a result of the Client's inability to provide agreed upon resources and perform its other responsibilities set forth herein or the result of Client errors or omissions may result in a Change Order.

It is understood by Aclara and the Client that any material changes to scope will be addressed through a formal change order process. Material changes are those which specifically will impact budget, scope, timeline and/or resources.

1. Project Approach

The Aclara Services Team ("Aclara Team") assigned to this project will complete the Aclara tasks described herein and will perform work for the Client for the duration of the Project from remote locations.

The scope of the services engagement for this SOW is set forth in the attached Attachment 1 hereto. Attachment 1 also includes certain Responsibilities and Assumptions that are the responsibility of the Client. In addition to the tasks specified in Attachment 1 , the Client will provide appropriate Project resources, including but not limited to data, information, and appropriate and cooperative personnel, to facilitate the performance of the Services. The Client shall designate a Project Manager to work with the Aclara Team to facilitate the provision of the Services. Once this SOW is executed, Aclara and the Client will assign resources to the Project. The Aclara Team will work on the Project and provide support as specified by the SOW.

2. Assumptions and Responsibilities

Project Assumptions and Responsibilities are set forth in Attachment 1. Should the Client fail to fulfill those that are applicable to the Client, the estimated level of effort, timeline and scope may be subject to change which may result in a Change Order.

3. Scope Estimates

Aclara will support the Client by providing a team to complete the scope of work defined in Attachment 1.

Aclara's estimate of the level of effort is based on the following:

- Information provided by the Client to Aclara
- Aclara's understanding of the project scope, based on Client information

Should the information provided by the Client be inaccurate or should Aclara gain additional information during the Project, the work required may be out of scope and the pricing and schedule may be impacted. If so, the additional work will be addressed as a change to the SOW (change order).

4. Software Licenses

The AclaraONE software components are licensed in accordance with the Aclara Software Agreement ("Licenses") executed between Aclara and the System Owner. The Licenses cover the integration with the System Owner's single production environment and within the System Owner's current service territory.

5. Changes

Any change to this SOW shall be subject to mutual written agreement of the parties. Aclara shall not commence work on any such change unless and until the change has been agreed to in writing by both parties.

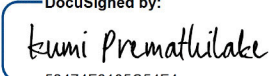
IN WITNESS WHEREOF, the parties have so agreed as of the last date signed below.

Accepted By:

Accepted By:

Aclara Technologies LLC
(Aclara)

Downers Grove, Village of (IL)
(Client)

DocuSigned by:

By: 53474F6105C54F4...
Print name: Kumi Premathilake
Title: DVP AMI & Services
Date: 3/26/2021

By: _____
Print name: _____
Title: _____
Date: _____

Attachment 1 = AclaraONE Software Upgrade Implementation SOW

Attachment 2 = Milestone Schedule

Attachment 3 = Change Order Procedure

Attachment 1 To Statement of Work

Project Definition – AclaraONE Software Upgrade Implementation Project

1.0 Project Scope

Included in the purchase of an AclaraONE Software Upgrade Implementation are the Professional Services efforts required to upgrade System Owner's software applications to the latest versions of Aclara's software platform (AclaraONE) as well as migration of up to 25 months of NCC headend metadata and read data to a new on-premise AclaraONE Headend environment provided by Client, and rolling 25 months into the new hosted AclaraONE MDM as defined in Section 1 and Section 2. The purpose of this document is to outline the tasks and deliverables of the Aclara Team and provide the Client an overview of the responsibilities and time commitment that will be required of their staff.

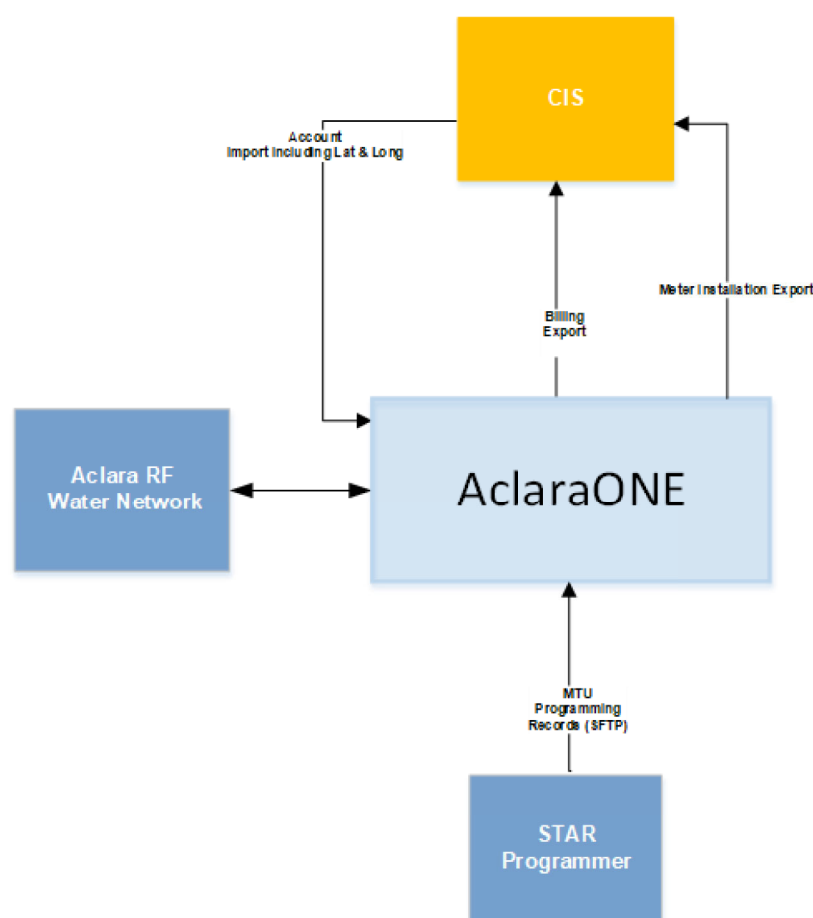


Figure 1: Solution Schematic

1.1 Software Modules Covered

The Software Modules checked below are those that are included in the Project Scope. If System Owner chooses to delay implementation of some of the Modules or Integrations, there may be a Change Order.

Module Name	Commodities*	
	Gas	Water
AclaraONE Unified Headend		
Equipment Menu: DCUs, MTUs, RDDs, Installations		X
Administration Menu: Audit Log		X
Communication Menu: Firmware Status, DCU Firmware Management, MTU Firmware Management, Communications Status, Communications Management		X
ZoneScan (Optional)** Administration Menu: ZoneScan Global Settings, ZoneScan Readings Status, ZoneScan.net		
AclaraONE MDM		
Account Search Menu		X
Total Consumption Menu		X
Events Menu: Event List, Event Trends		X
Report Management		X
Event Summary Dashboard		X
VEE		X
Administration		
Report Group Management		X
Resource Security		X
User Defined Fields Management		X
Event Management		X
Users		X

*Legacy Electric MTU data is not supported in AclaraONE and will not be included in the data migration from NCC to AclaraONE

**ZoneScan menu option becomes available only when ZoneScan is in scope

1.2 Project Services

The implementation shall cover the current service territory for System Owner. Aclara shall provide the Services and perform the Deliverables as identified in the sections below. In the event that System Owner requires Services on any out of scope areas or requests any changes to the core product code, Aclara could provide such Services as additional Services through a separate SOW or Change Order.

1.3 Technical Requirements

Technical requirements will be further defined as part of requirements gathering phase and will be specific to the data integrations referenced in Section 2.0 below. Additionally, the following should be noted:

1.3.1 All AclaraONE Elements

- System Owner shall be responsible for providing users the URL for AclaraONE.
- Aclara will provide access to utility administrator login with training for user creation and administration as outlined in Section 2.0 below.
- System Owner shall be responsible for Microsoft Azure AD user management.

1.3.2 Data Integration

- Aclara will configure and test the AclaraONE side of the interfaces on the new environment. Aclara shall provide integration specifications for the integration points specified in Section 2.0.
- System Owner will develop data integrations specified in Section 2.0 based on Aclara specifications.
- Lat/Long data is required to be provided if not currently included to enhance the visual mapping within AclaraONE. The data can be provided in the existing Customer Account Import integration below or in a separate file which will be determined during requirements phase.
- If separate file is required for Lat/Long, Aclara will configure, test and implement the AclaraONE side of the interface, while the System Owner CIS system is responsible for making the necessary changes in System Owner systems to provide and/or accept data in Aclara standard formats and cover any third-party cost associated. Aclara will help facilitate integration with third party systems and work with all third-party vendors with permission from System Owner.
- If Lat/Long cannot be provided, and address information is available, Aclara can provide a one-time Geo Coding. The request will be scoped out with a change order.
- System Owner will be responsible for any data cleansing for data cleanup with assistance from Aclara in order to meet Aclara's data specifications and ensure data parameters are consistent between all sets of data.
- Historical data to be included in the initial database migration from NCC to AclaraONE.
 - AclaraONE Headend maintains a retention policy for rolling 25 months of historical data.

- AclaraONE MDM maintains a retention policy for rolling 25 months of historical data.

2.0 Implementation Approach

The Aclara implementation approach involves the following phases:

Phase 01 Project Planning & Kick-Off

The Aclara project team will begin work upon contract execution and notice to proceed. The Aclara project team will begin the internal preparations for the official launch of the project. The Aclara project manager will coordinate and schedule the client kick-off meeting with the Client and the System Owner. During this kick-off phase, Aclara and Client will define the project team organization and introduce the teams, review the project scope and proposed timeline, review the utility's goals and business objectives and develop the communication plan with the System Owner. Aclara will introduce a project manager and other leaders assigned to oversee and coordinate the day-to-day activities of all parties involved. Entry criteria for this phase to begin are defined as the signature of the contract, the assignment of an Aclara project manager and setting an agreed upon project kick-off start date. This phase will be complete once the project teams have been defined, the kick-off meeting has occurred, and the project plan has been reviewed.

Phase 02 Requirements

At the beginning of the implementation process, Aclara meets with the key stakeholders to confirm the detailed functional and integration requirements for the system. Aclara will finalize all software requirements. Aclara will hold software interface requirements sessions and create requirement documents and overall solution architecture specifications.

This phase is complete once the System Owner performs review of requirements.

Phase 03 Installation and Configuration

In this phase, Aclara will install, configure and test the software components listed below. Aclara will achieve entry criteria by reviewing the signed off requirements. This phase is complete once Aclara and supporting resources install the software solutions, configures interfaces, and completes integration testing.

Software Installation

AclaraONE Headend

1. Pre-requisite System Owner Tasks:
 1. Install SSL certificate on the web server per provided on-premise specifications
 2. Perform base installation of OS on new application and database server per provided on-premise specifications

3. Perform base installation of database SQL server per provided on-premise specifications

Note: Coordinate with Aclara at the time of installation, to ensure Aclara can complete other installation related activities for OS and database.

2. Verify base installation of OS and complete configurations/settings on new headend application and database server
3. Install and configure headend application and database
4. Perform database migration for 25 months historical data from NCC solution to AclaraONE Headend

AclaraONE MDM

1. Pre-requisite System Owner Task: Grant access to Microsoft Azure Active Directory for new application per provided specifications
2. Install and configure MDM cloud-based environment
3. Perform ingestion of up to 25 months historical data to AclaraONE MDM
4. Setup administrator user

Interface Configuration

1. Aclara will configure and test the AclaraONE side of the interfaces on the new environment
 - a. Input Integration

Integration Name	Type	Functions
Customer Account Import Interface	Flat file	Populate AclaraONE with meter inventory and customer account /location details from System Owner's CIS
GIS Interface	Flat file	Populate AclaraONE with Lat/Long for enhanced visual mapping within AclaraONE

- b. Output Integration

Integration Name	Type	Functions
Billing Output Interface	Flat File	Export Billing Read values from AclaraONE to System Owner's CIS
Water Smart Export	Flat File	Standard WaterSmart export from the headend

Phase 04 Integration Testing

This phase extends the interface testing from the previous stage to internally validate the Software end to end functionality – from the meter reading in the AclaraONE Headend through visualizations in the AclaraONE MDM as well as production and validation of a billing interface extract. Exit criteria from this phase is all internal test cases have been executed and no severity 1 or severity 2 issues are present.

Phase 05 User Training

Training for AclaraONE software solution is completed in this phase. Aclara will provide training covering changes in the user interface of the AclaraONE software applications.

Training will be conducted via remote webinar sessions.

Please reference table below for training session information. The below details a recommended training approach that is subject to change as part of the project and agreed upon by both Aclara and System Owner prior to the scheduled training. Additional training or onsite training can be added to scope via a change order with cost.

Session Name	Onsite (y/n)	Proposed # of Sessions	Duration	Agenda	Recommended Attendance
AclaraONE Basic/CSR Training	N	1-2	2-3 hours	Welcome / Introductions Objectives General Navigation Consumption Tracking Hands-on Exercises Aclara University	3 rd Party Call Center, CSR's, Dispatch, Billing, Collections, Leaders, Conservation and Field Technicians
AclaraONE Admin Training	N		1 hour	Administrative functions in AclaraONE including user administration.	Admins

Phase 06 Production Cutover & Software Acceptance

After training and interface testing is complete, Aclara supports the System Owner for cutover of the software solutions so data begins flowing between the Aclara applications and the production environment.

Aclara will provide support for Software Acceptance by hosting a one-hour webinar walkthrough of the Software Acceptance Document in Exhibit 1 of the SOW.

Aclara's responsibility is to support issue resolution, as required.

Exit criteria includes:

1. Software Acceptance has been executed
2. All Severity 1 and Severity 2 issues have been resolved or a workaround identified

Severity levels are defined below and apply to issue prioritization throughout the engagement.

Severity Level	Description
1	Requires immediate attention –Service is lost or degraded for all users preventing operation of business
2	Requires priority attention - Service is lost or degraded for single or small number of users, affecting significant business functionality
3	Requires attention – Users can continue business operations, but a problem or issue has been identified that affects operation of business
4	There is a problem or issue that does not affect operation of business

** For the purposes of this table, "users" is defined as all Aclara Utility users of AclaraONE*

The Software Acceptance concludes when System Owner completes walkthrough of Software Acceptance. Any remaining issues are categorized into severity level 3 or 4.

Once Software Acceptance is complete, Aclara will compile all open issues and review the status of these issues with Aclara's Technical Support team and the System Owner's project team. Additionally, by this time the System Owner will be introduced to Aclara's Technical Support operations. All support operations will begin to be managed by this team. The System Owner will be trained on Aclara's Support processes which includes opening support tickets, managing and obtain status of these tickets. The System Owner will be introduced to the AclaraConnect client portal.

3.0 Deliverables and Milestones by Step

The table below details the milestone deliverables for this project. Delivery dates for each milestone will be communicated at project launch.

Milestone	Deliverables	Payment Milestones Descriptions
1	Contract Execution	<ul style="list-style-type: none">Contract Execution – This milestone is complete after the contract documents are fully executed by both parties.
2	Project Kickoff	<ul style="list-style-type: none">Project Kickoff Complete. Aclara will support a kickoff meeting to walkthrough the project schedule, introduce team members and roles, review System Owner responsibility and upcoming tasks. Additionally, during this meeting the project governance will be established. This includes communications plan, team meetings, status reporting, and issues management.
3	Installation and configuration of AclaraONE Software	<ul style="list-style-type: none">AclaraONE Software installed. This task is complete after the installation of the software in the System Owner's environment.
4	Deliver Training and Training Materials	<ul style="list-style-type: none">Training complete – Aclara will provide webinar training for Aclara RF network system administrators, field personnel and customer service representatives.

4.0 Preliminary Project Schedule

Upon execution of this SOW, Aclara will work with System Owner to schedule the efforts listed above. The following draft schedule will be refined as part of the project kickoff phase and will be dependent on System Owner's ability to complete its deliverables within the required timeline.

	Duration (in Business Days)	Week 1	Week 2	Week 3	Week 4	Week 5	Week 6	Week 7	Week 8
Project Initiation & Kickoff	10 days								
Requirements Gathering & Design	10 days								
Software Installation & Configuration	20 days								
Integration Testing	10 days								
Training	1 day								

Production Cutover	1 day								
Software Acceptance	1 day								
Transition to Support	5 days								
Total # of Days	40 days								

*Start Date is typically 2 months from contract execution date.

Assumptions:

- CIS and Billing vendor resources are available to support the integration requirements discussions and any work on the CIS side to enable the interfaces. If support is delayed and causing impact to ability to continue implementation tasks, it may result in a change order.
- System Owner's CIS vendor to validate files sent to them for accuracy and operability.
- No custom reports or headend software customizations are included in this scope.
- Client and Aclara will have project resources available to kick off the project within two months of contract execution.
- Cutover to occur during business hours Monday – Friday. Other times can be supported with an approved change order.

5.0 Project Governance

Client agrees to provide appropriate Project resources including but not limited to, data, information, workspace and appropriate and cooperative personnel, all as necessary to facilitate Aclara's performance of the Services and the Client's integration.

Client will allocate the following described personnel to the Project to provide appropriate knowledge of the indicated area and the skills to perform the Client tasks, and any additional personnel, including vendor resources, that may be necessary for Client to perform its obligations under the implementation work plan.

- Project Manager – Main point of contact for the Project. Is responsible for scheduling Client resources, managing the scope and the Client tasks of the Project schedule, facilitating document approvals, and escalating and resolving issues as required by Aclara.

Aclara will allocate the following described personnel to the Project to provide appropriate knowledge of the indicated area and the skills to perform the Aclara tasks, and any additional personnel that may be necessary for Aclara to perform its obligations under the implementation work plan.

- Project Manager - Coordinates scheduling and work assignments, assists in requirements and detailed design, resolves issues and serves as daily interface with the Client's Project Manager.

- Subject Matter Experts in relevant areas of the application
- Technical resource(s) to complete the integration
- Business Analyst(s) familiar with AclaraONE product and integrations
- Quality Assurance Testing resource(s)
- Escalation resource(s)
- Training resource(s)

6.0 Key Scoping Parameters and Assumptions

The scope detailed in the previous section is the basis for Aclara project costs and delivery schedule. Any deviation from these parameters and assumptions may impact project costs and milestone dates. The following assumptions apply to this engagement:

- System Owner will provide remote access for at least 2 connections into their environments for Aclara to provide the services described in this SOW. Remote access methodology (e. g. LogMeIn) should not interfere with normal Aclara networking functionality while connected to System Owner's server.
- System Owner will provide SQL server instance that Aclara has unrestricted full control, for Aclara to provide the services described in this SOW.
- Travel to System Owner facilities is not anticipated for this engagement and remote access based joint access will be available for issue resolution purposes. If travel is required, the direct costs of travel will be passed on to System Owner.
- Aclara assumes data in System Owner's systems do not require any data cleanup. Any data cleanup will be System Owner's responsibility. Aclara will notify System Owner of bad data when Aclara experiences data issues.
- Webinar based 3-hour session for training included. If additional training is required, the request will be scoped out with a change order.

Exhibit A – Software Acceptance Document



AclaraONE

Software Acceptance Document

Prepared for: System Owner

Month DD, YYYY

This document and any attachments hereto may contain information that is privileged, confidential or proprietary. Any review, dissemination or use of this document or its contents by persons other than authorized employees of the intended organization or by FOIA request is strictly prohibited.

OVERVIEW

Software Acceptance will allow the Customer to verify delivery of the AclaraONE software. Execution of the functionality described in this document is in support of Acceptance of the software. Aclara will provide support for System Owner Software Acceptance by hosting a one-hour webinar walkthrough of this document.

Pre-requisites to beginning System Acceptance Testing are as follows:

1. AclaraONE in Production with DCU backhaul pointed to AclaraONE
2. AclaraONE Training Complete

ACLARAONE

APPLICATION LOGIN

Description	Activity	Expected Results
Application Login	Launch the AclaraONE site https://portal.aclara.one Login with your AclaraONE credentials	Event Summary Dashboard is displayed by default.

MENUS AND NAVIGATION

Description	Activity	Expected Results
Applications menu	The Applications menu will be expanded by default upon login in.	The following options are displayed. MDM Administration Water RF
3.2 MDM submenu	From the Applications menu tab click on MDM.	The following menu items are displayed. Account Search Total Consumption Events – Event List – Event Trends Report Management Event Summary Dashboard

Administration submenu	From the Applications menu tab Click on Administration.	The following sub-menu items are available. Report Group Management Resource Security User Defined Fields Management Event Management Users
Water RF submenu	From the Applications menu tab click on Water RF.	The following sub-menu items are available. Equipment <ul style="list-style-type: none">○ DCUs○ MTUs○ RDDs○ Installations Administration <ul style="list-style-type: none">○ Audit Log○ ZoneScan Global Settings○ ZoneScan Readings Status○ ZoneScan.net Communication <ul style="list-style-type: none">○ Firmware Status○ DCU Firmware Management○ MTU Firmware Management○ Communication Status○ Communication Management
Help Menu	Click the Help link on the upper right corner of the screen.	View Help and/or Ask on AclaraConnect options available.

Attachment 2
to
Statement of Work

Implementation Payment Milestones Schedule

1a – AclaraONE Upgrade Software Implementation

A. Project Milestones – Server Load Fees - \$5,000

	Milestone	Milestone %	Payment \$
2	Project Kickoff Meeting Complete	100%	\$5,000
	TOTAL	100%	\$5,000

B. Project Milestones – Implementation Fees - \$32,000

	Milestone	Milestone %	Payment \$
2	Project Kickoff Meeting Complete	50%	\$16,000
4	Conduct Product Training	50%	\$16,000
	TOTAL	100%	\$32,000

Attachment 3
to
Statement of Work
Change Order Procedure

Any change to a Statement of Work must be agreed upon in writing by both parties. The following procedure (whether requested by the Client or Aclara) will be used to control all changes. All Requests for Change ("RFC") to the applicable Statement of Work must be made in writing and shall be submitted by the appropriate Project Manager. Each request should contain the following information:

- The requested change;
- The impact, if any, on the existing work product;
- Estimated impact, if any, on Project schedule; and
- Estimated change, if any, in Services fee

The Project Manager shall review and accept or reject the RFC. If rejected, the RFC shall be returned to the submitting party with written reasons for rejection and, as appropriate, any alternatives. All approved RFC's will be incorporated into the Change Order to this Statement of Work. Aclara will not perform any Services outside of the Statement of Work until the RFC has been signed by both parties.

1. Describe the requested change: _____

2. Define the impact, if any, on existing work product: _____

3. Define additional work product required as a result of the requested change, if any: _____

4. Define the impact, if any, to the existing Project schedule. Provide an updated Project schedule, if appropriate. _____

5. Provide an updated work product and payment schedule, if appropriate. _____

Accepted By:

Aclara Technologies LLC (Aclara)

By: SAMPLE

Print name: SAMPLE

Title: SAMPLE

Date: SAMPLE

Accepted By:

System Owner (Client)

By: SAMPLE

Print name: SAMPLE

Title: SAMPLE

Date: SAMPLE