

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. 1
TO THE SOFTWARE LICENSE AGREEMENT AND MAINTENANCE 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. 1 (“Amendment No. 1”), between the Village of Downers Grove (the “Village”) and Aclara Technologies, LLC (“Aclara”), to the Automatic Meter Reading (AMR) software license agreement and maintenance agreement submitted to this meeting with the recommendation of the Village Manager, is hereby approved.

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. 1, 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. 1.

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

**AMENDMENT NO. 1
TO
SOFTWARE LICENSE AGREEMENT
UPGRADE EXISTING AMI COMPONENTS**

This Amendment No. 1 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 (“Licensee”).

WHEREAS, Aclara and Licensee are parties to a certain Software License Agreement executed on August 9, 2013 (hereinafter “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 upgrade to the software license;

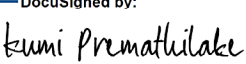
NOW, THEREFORE, in consideration of the foregoing premises and mutual covenants herein expressed the parties agree as follows:

1. The Software License Agreement Attachment A dated August 9, 2013 is hereby deleted in its entirety and the revised Software License Agreement Attachment A, attached hereto is hereby incorporated into the Agreement.
2. Except as may otherwise be provided for in this Amendment No. 1, Licensee agrees to pay, and Aclara agrees to accept as full payment for the upgrade to AclaraONE® Software, the total License fee as set forth on Attachment A to the Agreement attached hereto.
3. Also per the Maintenance Agreement effective January 1, 2012, the Maintenance Fee for the AclaraONE upgrade software licensed under this Amendment No. 1 to the Agreement is **\$27,220.48** annually for the Premier Level of maintenance. The Maintenance Fee shall be due and payable to Aclara within thirty (30) days following installation of the software. The first period support may be prorated to coincide with the regular scheduled Annual Renewal Period of January 1st after implementation of the software.
4. 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. 1 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: _____
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Name: Kumi Premathilake
Title: DVP AMI & Services
Date: 3/26/2021

By: _____
Name: _____
Title: _____
Date: _____

Aclara – Downers Grove

**ATTACHMENT A
ACLARA SOFTWARE LICENSE AGREEMENT
SOFTWARE LICENSED FOR ACLARAONE®**

I. ACLARA SOFTWARE

IA. Base Software

<u>Vendor-Supplier</u>	<u>Software Description</u>	<u>Computer Equipment Type</u>	<u>Model</u>	<u>Qty</u>	<u>Licensing Parameters</u>	<u>Qty</u>	<u>Product Owner</u>
Aclara	AclaraONE® Water UHE		SW-3010L	1	Maximum Endpoints ¹	16,724 ²	
					Maximum Utilities	1 ³	
Aclara	Star Programmer		Handheld Device/Laptop	1	Handheld Device and/or Laptop	1	

II. THIRD PARTY SOFTWARE - NOT INCLUDED IN THIS SOFTWARE LICENSE AGREEMENT

<u>Vendor-Supplier</u>	<u>Software Description</u>	<u>Model Type</u>	<u>Qty</u>	<u>Licensing Parameters Parameter</u>	<u>Qty</u>
Microsoft	Windows Operating System	INTEL	1	Not specified by Aclara	NA
Microsoft	SQL Server	INTEL	1	Not specified by Aclara	NA

III. THIRD PARTY SOFTWARE - INCLUDED IN THIS SOFTWARE LICENSE AGREEMENT

<u>Vendor-Supplier</u>	<u>Software Description</u>	<u>Computer Equipment Model Type</u>	<u>Qty</u>	<u>Licensing Parameters Parameter</u>	<u>Qty</u>	<u>Product Owner</u>
N/A						

¹ Maximum Endpoints count the aggregate sum of all Aclara electric hardware devices controlled (e.g. meters + DRUs +CSTs +IHDs).

² If License exceeds the quantity of maximum Endpoints for the quantity stated above, Customer will move to the next tier and an additional license fee will be charged based on Aclara's current price in effect for that tier. Additional Maintenance fee will also apply.

³ This software is licensed to Licensee for use in Licensee's own utility business. Use of the Software to provide AMI-related services to other utilities/entities (i.e. "Multi-Utility") is strictly prohibited unless otherwise noted and provided for herein.

Aclara – Downers Grove

**ATTACHMENT A
ACLARA SOFTWARE LICENSE AGREEMENT
SOFTWARE LICENSED FOR ACLARAONE®**

IV. COMPONENTS INCLUDED IN THIS LICENSE AND ASSOCIATED FEES:

ONE TIME FEE

IV.A	AclaraONE® Software License Fee	\$ 25,724.00 (waived)
IV.B	Star Programmer (licensed in 2013)	\$ included

V. PER-METER INCREMENTAL LICENSE FEE ABOVE “MAXIMUM ENDPOINT”:

If License exceeds the quantity of maximum Endpoints for the quantity stated above, an additional license fee will be charged based on the price of \$1.54 per endpoint. Additonal Maintenance fee will also apply at a price of \$1.63 per endpoint.

VI. ANNUAL MAINTENANCE SERVICES FEES:

<u>Item No.</u>	<u>Level of Services Fees</u>
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VI.A	Base Level is 20% of cumulative one time License Fees
VI.B	Premier Level is 30% of cumulative one time License Fees

Non-Hosted Maintenance Agreement annual fees are a percentage of Cumulative⁴ Non-Hosted License Fees based on Customer Selected Level of Services. Annual Maintenance Fees are provided for a term of 12 months and are automatically renewable for 12 month Renewal Periods, subject to the annual adjustment. Please see Aclara Maintenance Agreement for complete pricing, terms and conditions and details of Services Levels.

⁴ License Fees are the summation of all licensing options selected, including incremental fees for any additional Endpoints, but does not include fees, if any, for additional data export customization.