

SMARTCOVER

**SMARTLEVEL™ REMOTE SEWER
MONITORING
FOR THE CITY OF NEW PORT RICHEY**



PREPARED FOR

City of New Port Richey
Port Richey, FL

PREPARED BY

Doug Boccuti
SmartCover Regional Manager

May 10, 2024



May 10, 2024

Mr. Emanuel Garcia
City of New Port Richey
6132 Pine Hill Rd
Port Richey, FL 34668

Mr. Garcia:

Thank you for the opportunity to submit this price proposal for a SmartLevel solution to be installed in the City of New Port Richey.

The SmartLevel system offers cost effective satellite manhole monitoring to eliminate sewer overflows, optimize collection system cleaning, and accurately identify inflow and infiltration (I&I). The comprehensive data management and analytics software platform allows you to efficiently manage real-time data to enhance performance, reduce costs, and optimize resources.

Additional benefits include:

- Continuous system visibility through Iridium satellite communication with no disruptions during extreme weather events or poor coverage associated with cellular networks.
- No confined space entry and simple manhole retrofit minimizes field resources and safety hazards
- Full data available within an hour of installation

If you have any questions, please don't hesitate to contact me at 407-404-0882 or via email at dboccuti@smartcoversystems.com.

Best Regards,

Doug Boccuti
Regional Sales Manager
SmartCover

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1 SMARTCOVER – SMARTLEVEL MONITORING SYSTEM

SmartCover is pleased to provide the following proposal for the installation and operation of ten (10) SmartCover, SmartLevel remote monitoring system in the collection system for the City of Fort Myers. The price for the system is provided in Section 2 - Pricing Summary. Pricing on page 5 represents the purchase, installation, and ongoing operating costs for two (2) years.

SmartCover reserves the right to amend the pricing in the proposal if additional costs to SmartCover Systems are required by the Customer (ex. bonds, additional insurance requirements beyond standard coverages carried by SmartCover, etc.).

1.1 INSTALLATION

Installation: SmartCover will install the SmartLevel hardware (see Section 2) and, while on site, verify operations, including full two-way communications to the SmartCover system. NO CONFINED SPACE ENTRY IS REQUIRED for installation of the SmartLevel unit. Installation takes no longer than ninety (90) minutes per site, usually less. Traffic control is not included in this pricing proposal and, if needed, is assumed to be the responsibility of the Customer.

1.2 TRAINING

After installation of the units and verification of operation, SmartCover will provide training to gather and interpret the SmartLevel data. Training should take no longer than one (1) hour and will be performed online (or in person if installed by SmartCover). Instructions on general data access will still be provided after the installation.

1.3 SMARTCARE™ SERVICE

When purchased with battery and parts warranty, SmartCover Labor Warranty services offered in this proposal include:

- System troubleshooting
- Routine maintenance
- Parts and battery replacement

SMARTCOVER[®]

Services will be performed by a local SmartCover factory-trained representative. Adequate spare parts inventory will be maintained locally to minimize downtime of systems.

Damage to the units caused by the Customer or Customer contractors will be documented and invoiced at the time of service.

2 PRICING SUMMARY

Part Number	Description	Unit Qty	Unit Price	Extended Price
SC-Q-SB-15	SubSonic® System Components <ul style="list-style-type: none"> • E-Box System Control with onboard computer, modem, digital radio; fully potted and IP-68 rated. • Distance Sensing Module (DSM) with 0" to 79" sensor range, with 15' cable and dual sensor. • PowerPack™ - lithium thionyl chloride battery with high power density. • E-Square™ antenna, including antenna and installation kit. Mounting bracket kit - three-part amounting bracket set made of heavy gauge, hard-anodized aluminum; includes all mounting hardware.	10	\$4,744	\$47,440
System Parts Warranty	ONE (1) Year, System Parts-Only Warranty <ul style="list-style-type: none"> • Limited Parts-Only Warranty on all SmartCover® System™ hardware. • See Warranty Statement for complete details- Section 6 	10	Included	Included
EW-SC1	ONE (1) Year, Extended Parts Warranty <ul style="list-style-type: none"> • Limited Parts-Only Warranty on all SmartCover® System™ hardware. 	10	\$474	\$4,740
PowerPack™ Warranty	TWO (2) Year, PowerPack Warranty <ul style="list-style-type: none"> • Limited Parts-Only Warranty on the PowerPack™ 	10	Included	Included
ASM-SC2	Active Site Management (ASM), Two Year: Comprehensive support services including: <ul style="list-style-type: none"> • Software subscription with <i>unlimited number of users</i> accessed with secure user name and password • Complete maintenance of all cloud based software • Regular feature updates and upgrades including <i>SmartTrend™</i>. • Hosting of data storage – unlimited data storage • Iridium Satellite connectivity service with bi-directional communication. • Advisories, Maintenance Alerts and Alarms issued to customer defined personnel via email and/or text message • Ongoing technical support via phone or online. 	10	\$812	\$8,120
ASM-RD-2Y	SmartRain® ASM, Two-Years	4	\$219	\$876
IST-1	Initial setup and training	1	\$200	\$200
Installation Labor	Installation Completed by trained SmartCover tech.	10	\$500	\$5,000
Tax*	Not Included	1	N/A	N/A
Shipping	Shipping and Handling Ground shipment FOB Escondido, CA	1	\$325	\$325
TOTAL	All items above			\$66,701

*Note: The Customer is responsible for any applicable sales tax or for providing SmartCover a tax exempt certificate. Taxes will be added as an additional line item on invoices.

3 STANDARD TERMS & CONDITIONS

3.1 DELIVERY

- Standard: Four (4) weeks upon receipt of a Purchase Order and with receipt of complete engineering and site information from the customer as requested. To note: The “standard four (4) weeks” is not a guarantee but a good faith estimate. It is strongly recommended that an order be placed as early as possible. Reasonable efforts will be made to provide earlier delivery, if requested.
- All customers will be notified of the shipment date upon Order Acknowledgement.
- Actual availability may vary depending on total demand.

3.2 TERMS AND CONDITIONS

- Payment: Net 30 days.
- Cancellations: For all orders of less than \$10,000, cancellation is accepted prior to shipment. For orders equal to or greater than \$10,000, a 15% restocking charge is applied for cancellation.
- Returns: Returns are accepted with a valid Return Material Authorization (RMA) number only. Contact Customer Service for an RMA number.
- All paid Warranties and Active Site Management (ASM) services begin on the day of shipment.

4 ONGOING COSTS AFTER 2ND YEAR

Ongoing Costs

After the first year of operation, the following fees will provide **continued comprehensive services** including **software support, data storage, upgrades, added features, and satellite connectivity**.

These are *annual charges* paid prior to the start of the year.

Part number	Months covered	Payment schedule	Cost per year
Active Site Management (ASM) (Required) Website Access, software subscription, satellite connectivity, data analysis, data storage, trend advisories, maintenance alerts, alarms, online S/C monitoring.			
ASM-SC1R	12	Every year	\$418 Each
ASM-SC2R	24	Every other year	\$812 Each
PowerPack™ Warranty (Optional) PARTS-ONLY, PowerPack™ Warranty for each installation, offering unlimited replacements during the Warranty term.			
PW-5C1R	12	Every year	\$236 Each
PW-5C2R	24	Every other year	\$458 Each
Systems Parts Warranty Extension (Optional) PARTS-ONLY, Warranty for each installation, covers: E-Box System Control, Distance Sensing Module (DSM), antenna, and mounting brackets			
EW-SC1R	12	Every year	\$474 Each
EW-SC2R	24	Every other year	\$919 Each
SmartCare™ Labor Warranty Extension (Optional) System troubleshooting and routine maintenance			
Labor Warranty	12	Every Year	\$1,000 Each

SmartRain Environmental Data Service (Optional) Supplies hourly data for rainfall. Cost is per site per year.

ASM-RD-1R	12	Every year	\$113
ASM-RD-2R	24	Every other year	\$219

5 **ADDITIONAL TERMS & CONDITIONS, LIMITED WARRANTY**

Mutual Hold Harmless

SmartCover agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Customer from any and all claims that may arise, or damages that may result, to SmartCover or SmartCover staff to the extent caused by SmartCover's negligence during the performance of this contract. Customer agrees, to the fullest extent permitted by law, to indemnify and hold harmless SmartCover, its officers, directors, employees and subcontractors (collectively, SmartCover) from any and all claims that may arise, to the extent caused by the Customer's negligent acts in connection with the installation, operation, or use of the SmartCover, and the acts of its contractors, subcontractors or consultants or anyone for whom the Customer is legally liable. Neither SmartCover nor the Customer shall be obligated to indemnify the other party in any manner whatsoever for the other party's negligence.

Loss of Communications

Customer acknowledges that SmartCover is not responsible for the loss of wireless communication or internet communications or any communications used in the operation of this system.

Advisory Only

SmartCover is an advisory service only. As such, SmartCover and its founders, owners, or staff are not responsible for any damage of any kind or from any cause whatsoever that may result from, in relation to, in connection with, due to, or as a result of the installation or operation of the system, including without limitation, equipment failure, or any consequential damages caused by, or resulting from, the use or installation of the SmartCover system.

Limited Warranty

The equipment components of the SmartCover are warranted free from material defects of material and workmanship for a period of one (1) year from the date of installation. Unless otherwise stated, the SmartCover warranty herein is a parts-only warranty. Should the Customer discover any condition that might invoke a warranty claim, they are to expeditiously and without delay notify the SmartCover Technical Services group. Upon notification, SmartCover will assess and instruct the user on follow-on actions. Should a component fail as a result of a defect in material or workmanship, SmartCover will replace the component or repair it at the SmartCover location. For all valid warranty claims, as determined by SmartCover reasonable freight charges to and from Customer shall be paid by SmartCover. In all cases, SmartCover shall determine the shipping method and/or carrier unless otherwise agreed to in writing by



Customer and SmartCover. Upon approval of a warranty failure by SmartCover, SmartCover will either repair or replace the defective component at SmartCover sole discretion.

The foregoing warranty is exclusive. Repair or replacement in the manner provided above shall be the sole and exclusive remedy for breach of warranty and shall constitute fulfillment of all liabilities of SmartCover with respect to the quality and performance of the products. This warranty does not cover damage or repairs or replacements by any cause beyond the control of SmartCover, including acts of nature, improper use, lack of proper maintenance, vandalism, or unauthorized repair. SmartCover shall not be liable for any actual, exemplary, indirect or consequential damages, including damages for loss of goodwill or profits and/or losses, that stem from a failure or malfunction of the SmartCover system.

SmartCover does not provide traffic control. Customer must provide traffic control for installation and servicing of all units.

In no event shall SmartCover's liability, whether in contract or in tort (including negligence and strict liability), exceed the price of the Product from which such liability arises.

Rights to Use

The SmartCover® family of products and all resulting data produced by them are proprietary and protected by a suite of intellectual property assets including but not limited to patents, trademarks and copyrights. The right to use these products and data is limited to the purchaser only. Any disclosure, use or other unauthorized disposition of any SmartCover® product or proprietary data outside the purchaser's organization, including third-party consultants, is prohibited.



6 PURCHASE ACCEPTANCE

Prices listed are valid for 60-days from this proposal date.

ACTION: Please include this entire document with Purchase Order

Signatures

SmartCover

City of New Port Richey

Signature

Signature

Doug Boccuti

Printed Name

Printed Name

**Regional
Sales Manager**

Title

Title

May 10, 2024

Date

Date