



AGENDA REPORT
March 12, 2019

Approval of Agreement with RedZone Robotics for sewer line assessments

SUBJECT:

Approval of Agreement with RedZone Robotics for sewer line assessments.

FISCAL IMPACT:

Funding for the proposed sewer line assessment will be available when two previously approved projects are cancelled. The Port St. John Sludge Dewatering project (funded program #6540112) has a remaining amount of \$527,541 currently budgeted which will be available to re-budget for the sewer line assessment in the South Beaches area 4150-365140-5340000.

Cancellation of the Barefoot Bay Sludge Fan Press Project (funded program #6540310) will allow \$148,000 to be re-budgeted for the sewer line assessment in the Barefoot Bay area 4250-365410-5340000.

DEPT/OFFICE:

Utility Services

REQUESTED ACTION:

It is requested that the Board of County Commissioners approve an agreement with RedZone Robotics for sewer assessments in South Beaches and Barefoot Bay by piggybacking the City of Palm Bay contract. Cancel currently approved CIP projects for Port St. John Sludge Dewatering and Barefoot Bay Sludge Fan Press and reallocate remaining funds to Barefoot Bay and South Beaches along with any associated budget changes and journal entries.

SUMMARY EXPLANATION and BACKGROUND:

As part of the Utility Services Department effort to reprioritize and continue to address leaking/damaged gravity sewers, this transfer of funds will utilize RedZone Robotics to access 791,937 feet of gravity sewer in the South Beaches and Barefoot Bay service areas.

Both these areas had the highest inflow & infiltration during the hurricane Irma event. This assessment will utilize a NASSCO (National Association of Sewer Services Companies) coding to assess and grade the condition of each segment of gravity sewer. This assessment will be the basis of establishing future programs addressing sewer lining or repair needs.

As part of the Department's on-going evaluation and prioritization of projects we deemed that the Port St. John Sludge Dewatering and Barefoot Bay Sludge Fan Press projects can be shifted 2 years out allowing those funds to be utilized in the priority of assessing gravity sewers as the basis in developing a sewer lining/repair program.

Contact: Edward Fontanin, PE, Utility Services Assistant Director, 321-633-2091, edward.fontanin@brevardfl.gov

ATTACHMENTS:

Description

- ▯ **Contract and Backup**

BREVARD COUNTY
BOARD OF COUNTY COMMISSIONERS

INITIAL CONTRACT REVIEW AND APPROVAL FORM

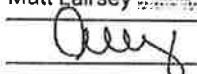
SECTION I - GENERAL INFORMATION

1. Contractor: RedZone Robotics, Inc.	
2. Fund/Account #: 4150/365140/5340000	3. Department Name: Utility Services
4. Contract Description: S Beaches & Barefoot Bay System-Wide Sewer Assessments	
5. Contract Monitor: Rose Lyons	7. Contract Type: SERVICES
6. Dept/Office Director: Edward Fontanin, PE	

SECTION II - REVIEW AND APPROVAL TO ADVERTISE

COUNTY OFFICE	APPROVAL		SIGNATURE	DATE
	YES	NO		
User Agency	<input type="checkbox"/>	<input type="checkbox"/>		
Risk Management	<input type="checkbox"/>	<input type="checkbox"/>		
County Attorney	<input type="checkbox"/>	<input type="checkbox"/>		

SECTION III - REVIEW AND APPROVAL TO EXECUTE

COUNTY OFFICE	APPROVAL		SIGNATURE	DATE
	YES	NO		
User Agency	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Edward Fontanin, PE <small>(Print Name and Title)</small>	03/08/2019
Risk Management	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Matt Lairsey <small>(Print Name and Title)</small>	03/11/2019
County Attorney	<input checked="" type="checkbox"/>	<input type="checkbox"/>	 <small>(Signature)</small>	3/11/2019

SECTION IV - CONTRACTS MANAGEMENT DATABASE CHECKLIST

CM DATABASE REQUIRED FIELDS	Complete ✓
Department Information	<input type="checkbox"/>
Department	<input type="checkbox"/>
Program	<input type="checkbox"/>
Contact Name	<input type="checkbox"/>
Cost Center, Fund, and G/L Account	<input type="checkbox"/>
Vendor Information (SAP Vendor #)	<input type="checkbox"/>
Contract Status	<input type="checkbox"/>
Contract Title	<input type="checkbox"/>
Contract Type	<input type="checkbox"/>
Contract Amount	<input type="checkbox"/>
Storage Location (SAP)	<input type="checkbox"/>
Contract Approval Date	<input type="checkbox"/>
Contract Effective Date	<input type="checkbox"/>
Contract Expiration Date	<input type="checkbox"/>
Contract Absolute End Date (No Additional Renewals/Extensions)	<input type="checkbox"/>
Material Group	<input type="checkbox"/>
Contract Documents Uploaded in CM database (Initial Contract Form with County Attorney/ Risk Management Approval; Signed/Executed Contract)	<input type="checkbox"/>
"Right To Audit" Clause Included in Contract	<input type="checkbox"/>
Monitored items: Uploaded to database (Insurance, Bonds, etc.)	<input type="checkbox"/>



Tammy Rowe, Clerk to the Board, 400 South Street • P.O. Box 999, Titusville, Florida 32781-0999

Telephone: (321) 637-2001
Fax: (321) 264-6972
Tammy.Rowe@brevardclerk.us

March 13, 2019

M E M O R A N D U M

TO: Edward Fontanin, Utility Services Director

RE: Item F.6., Approval of Agreement with RedZone Robotics for Sewer Line Assessments

The Board of County Commissioners, in regular session on March 12, 2019, executed Agreement with RedZone Robotics for sewer assessments in South Beaches and Barefoot Bay by piggybacking the City of Palm Bay contract; canceled currently approved CIP projects for Port St. John Sludge Dewatering and Barefoot Bay Sludge Fan Press; reallocated remaining funds to Barefoot Bay and South Beaches; and authorized the Budget Office to approve any associated budget changes and journal entries. Enclosed are three fully-executed Contracts for your action.

Your continued cooperation is greatly appreciated.

Sincerely yours,

BOARD OF COUNTY COMMISSIONERS
SCOTT ELLIS, CLERK

Tammy Rowe

Tammy Rowe, Deputy Clerk

/cmw

Encls. (3)

cc: Contracts Administration
Finance
Budget

**Contract for System-Wide Sanitary Sewer Categorization and Development of a
Wastewater Asset Management Information System for South Beaches
Wastewater Treatment Plant and Barefoot Bay Wastewater Treatment Plant**

This Contract, made and entered into as of this _____ day of _____, 2019, by and between the Board of County Commissioners of Brevard County, Florida, a political subdivision of the State of Florida, hereinafter referred to as "County", and RedZone Robotics, Inc., a foreign for profit corporation registered to do business in the State of Florida, located at 91 43rd Street, Suite 250, Pittsburgh, Pennsylvania 15201, hereinafter referred to as "Contractor".

Witnesseth:

Whereas, the County requires system-wide sanitary sewer categorization and development of a wastewater asset management information system for South Beaches Wastewater Treatment Plant and Barefoot Bay Wastewater Treatment Plant (hereinafter "Project"); and

Whereas, Contractor has previously entered into a Contract with the City of Palm Bay for the same services (hereinafter "City of Palm Bay Contract"), which is attached hereto and incorporated herein as "Exhibit A"; and

Whereas, the County has authorized the Purchasing Department to utilize and have access to Contracts of Florida City and County governments; and

Whereas, the County desires to access the City of Palm Bay Contract with Contractor for the performance of such services in accordance with the terms of the "Exhibit A".

Now, therefore, in consideration of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

Section 1. Description of Services and Payment.

The Contract between the City of Palm Bay, Florida and Redzone Robotics, Inc., entered into on October 27, 2017 including any attachments, exhibits, amendments or renewals to the same is attached hereto and incorporated by referenced as "Exhibit A." County shall pay Contractor Six Hundred and Thirty-Three Thousand Five Hundred and Forty-Eight Dollars for the services as more fully described in "Exhibit B", a copy of which is attached hereto and incorporated by reference.

Section 2. Mutually Agreed Upon Amendments.

The County and Contractor mutually agree to adopt the definitions, terms and conditions of "Exhibit A" and further amend the following definitions, terms, and conditions of "Exhibit A" as follows:

- A. All references to the "City of Palm Bay" found within "Exhibit A" or referenced within "Exhibit A" shall for the purposes of this Contract be replaced with the words "Brevard County." All references to the term "City" in "Exhibit A" shall be replaced by the word "County", for the purposes of this Contract.
- B. The term of this Contract shall be from the effective date until October 31, 2019, unless terminated beforehand as provided for in this Contract.
- C. This Contract shall be interpreted and construed in accordance with the laws of the State of Florida with Venue for any action brought shall be in the Courts of the 18th Judicial Circuit of the State of Florida, in Brevard County.
- D. Contractor shall secure and the County shall pay for any Brevard County building permit or other County permits and governmental fees and licenses, any other entity/jurisdiction permits (i.e.: City of Titusville, City of Melbourne, etc.) necessary for proper execution of the Contract and which are legally required. County Impact and Solid Waste fees will also be paid by the County. Copies of all permits shall be submitted to the County.
- E. The Contractor shall comply with, and give notices required by any law, ordinance, rule or regulation and lawful orders of public authorities bearing on performance of the work required for the Project.
- F. If the Contractor performs work knowing it to be contrary to laws, statutes, ordinances, building codes, and rules and regulations without notice to the County, the Contractor shall assume full responsibility for such work and shall bear the attributable costs and liability.
- G. It is not the County's responsibility to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, building codes, and rules and regulations. However, if the Contractor observes that portions of the Contract Documents are at variance therewith, and such variance was not discoverable during the Contractor's review of these documents for the purpose of determining the price set forth in the Services Agreement attached hereto as "Exhibit B", the Contractor shall promptly notify the County, in writing, and necessary changes shall be accomplished by appropriate modification.
- H. All payments shall be made in accordance with the Local Government Prompt Payment Act, Chapter 218, Florida Statutes.

Section 3. Employment Eligibility Verification (E-Verify).

A. The Contractor:

(1) shall utilize the United States Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Contractor during the term of the contract; and

(2) shall expressly require any subcontractors performing work or providing services pursuant to this Contract to likewise utilize the United States Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the term of this Contract; and

(3) agrees to maintain records of its participation and compliance with the provisions of the E-Verify program, including participation by its subcontractors as provided above, and to make such records available to the County consistent with the terms of the Contractor's enrollment in the program. This includes maintaining a copy of proof of the Contractor's and subcontractors' enrollment in the E-Verify Program.

B. Compliance with the terms of this section is made an express condition of this Contract and the County may treat a failure to comply as a material breach of this Contract.

C. A contractor who registers with and participates in the E-Verify program may not be barred or penalized under this section if, as a result of receiving inaccurate verification information from the E-verify program, the contractor hires or employs a person who is not eligible for employment.

D. Nothing in this section may be construed to allow intentional discrimination of any class protected by law.

Section 4. Public Construction Performance Bond and Public Construction Payment Bond.

For those projects where the cost will exceed one hundred thousand dollars, in accordance with the provisions of Section 255.05, Florida Statutes, the Contractor shall provide to the County, on forms furnished by the County (Exhibit "C"), certified copies of the recorded one-hundred percent Public Construction Performance Bond and one-hundred percent Public Construction Payment Bond each in an amount not less than the total construction cost and inclusive of the construction fee. Payment and Performance Bonds shall be recorded (by the Contractor) in the official record of the County in which the Project is located. The Contractor must provide a copy of the bond(s) to all subcontractors and notify them of deadlines to make claims under the bonds. The Public Construction Performance Bond and the Public Construction

Payment Bond shall cover the work described in the project scope as contained in Exhibit "B" of this Contract.

Section 5. Public Records.

In the performance of this Contract, the Contractor shall keep books, records and accounts of all activities related to the Contract in compliance with generally accepted accounting procedures and in compliance with the Public Records Laws of the State of Florida (Including, but not limited to Chapter 119, Florida Statutes).

All records or documents created by Contractor or provided to Contractor by the County in connection with the activities or services provided by Contractor under the terms of this Contract, are public records and Contractor agrees to comply with any request for such public records or documents made in accordance with Chapter 119, Florida Statutes. Records, documents, books and accounts ordinarily and necessarily required for the performance of this Contract shall be kept, maintained and open for inspection by the County, County's representative, and members of the public during regular business hours. The Contractor shall provide the public with access to public records on the same terms and conditions that the public agency provides the records and at a cost that does not exceed the cost provided for in Chapter 119, Florida Statutes, or as otherwise provided by law (see also County Administrative Order, AO-47).

The Contractor shall also ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law. No reports, data, programs or other materials produced, in whole or in part for the benefit and use of the County, under this Contract shall be subject to copyright by Contractor in the United States or any other country.

The Contractor shall meet all requirements for retaining public records and shall transfer, at no cost, to the County all public records in possession of the Contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.

All records stored electronically must be provided to the County in a format that is compatible with the information technology systems of the County. Failure to comply with the provisions of this Section, shall result in the County taking enforcement action against the Contractor including the cost to the County for gaining the Contractor's compliance which will include, but are not limited to, the gross hourly rate of the County's employee(s) contacts to the Contractor to obtain compliance with this Section, litigation filing fees and attorney's fees.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (321) 633-2046 OR 2725 JUDGE FRAN JAMIESON WAY, BUILDING B, SUITE 203, VIERA, FLORIDA 32940.

Section 6. Notices.

- A. All notices required or permitted under this Contract shall be in writing and shall be deemed sufficiently served if sent in a manner requiring a signed receipt of delivery, such as Federal Express, courier delivery, or if mailed, Registered or Certified mail, return receipt requested, in any case addressed as follows:

(1) To the County at the following address:

Jim Helmer, Director
Brevard County Utility Services Department
2725 Judge Fran Jamieson Way
Building A, Suite 213
Viera, Florida 32940

(2) To Contractor at the following address:

Redzone Robotics, Inc.
Attention: William Bergen
President
91 43rd Street, Suite 250
Pittsburgh, Pennsylvania 15201

- B. Either party may at any time designate a different address by giving written notice as provided above to the other party. Such notices shall be deemed given upon receipt by the addressee.

Section 7. Negotiated Contract.

This Contract reflects the negotiation and agreement of the parties. Nothing contained herein shall be interpreted, by implication or otherwise, as inuring to the benefit or the disadvantage of one party in the absence of such mutual negotiation and agreement.

Section 8. Termination.

- A. Termination. Either party may terminate this Contract by giving the other party written notice at least thirty days prior to the effective date of termination. Upon receipt of written notice of termination, the Contractor shall provide only those services and incur only those expenses specifically approved or directed in writing by the County. All other rights and duties of the parties shall continue during such notice period, and the County shall be responsible to the Contractor for payment of any contract obligation incurred with third parties during this period only if approved in advance in writing by the County.
- B. Termination for Breach. This Contract may be terminated with ten days written notice by the County for cause upon failure of the Contractor to materially

perform pursuant to any of the provisions or requirements set forth herein. Delivery of notice shall be made, in the event of such termination, to the Contractor at the address indicated above.

- C. Termination Billings. Upon termination of this Contract the Contractor shall bill the County for all amounts not previously billed and due the Contractor as of the date of termination.

Section 9. Independent Contractor.

It is hereby mutually agreed that the Contractor is and shall remain an independent contractor and is not an employee or agent of the County. The Contractor shall procure, pay for, and maintain Workers' Compensation insurance in an amount as required by law.

Section 10. Equal Opportunity Employment.

During the performance of this Contract, the Contractor agrees as follows:

- A. The Contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, sex, or age. The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, color, nation origin, sex, or age. Such action shall include, but not be limited to employment, upgrading, demotion or transfer; recruitment or recruitment; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this non-discrimination clause.
- B. The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants shall receive consideration for employment without regard to race, religion, color, national origin, sex or age.

Section 11. Assignment.

The County and the Contractor each bind itself and its successors, legal representatives, and assigns to the other party to this Contract, and to the partners, successors, legal representatives, and assigns of such other party, and in respect to all covenants of this Contract; and neither the County nor the Contractor shall assign nor transfer their interest in this Contract without the prior written consent of the other party.

Section 12. Claims for Services.

No claim for services rendered by Contractor not specifically provided for in this Contract will be honored by the County.

Section 13. Severability.

If any of the provisions contained in this Contract are held for any reason to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision, and this Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

Section 14. Compliance with Laws.

The Contractor agrees to comply with all applicable federal, state and local laws, rules and regulations during the course of this Contract.

Section 15. Public Entity Crimes.

The Contractor hereby warrants and represents that the execution of this Contract by Contractor will not violate any provision in Section 287.131 through 287.133, Florida Statutes, pertaining to public entity crimes.

Section 16. Contract Documents Contain All Terms.

This Contract and all documents incorporated by reference contain all the terms and conditions agreed upon by the parties hereto, and no other agreement, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or to bind any of the parties hereto, or to vary any of the terms contained herein.

In Witness Whereof, the parties have hereunto set their hands and seals on the day and year first above written.

ATTEST



Scott Ellis, Clerk

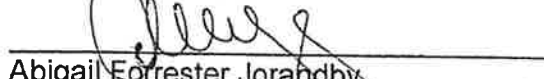
Brevard County Florida Board Of County Commissioners

By: 

Kristine Ishardi, Chair

As Approved by the Board on March 12, 2019.

Reviewed for legal form and content:



Abigail Forrester Jorandby
Assistant County Attorney

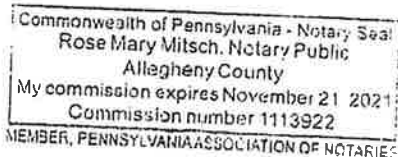
ATTEST



NOTARY (signature)

Date: 3-8-19
Rose MARY Mitsch
Name (Typed or Printed)

(SEAL)



Redzone Robotics, Inc.

By: 

Anthony Testa, Chief Financial Officer

Date: March 8, 2019

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, Anthony Testa certify that I am the Chief Financial Officer of the Corporation named as Principal in the within bond; that Anthony Testa who signed the said bond on behalf of the Principal, was then Chief Financial Officer of said Corporation; that I know the Principal, and the Principal's signature hereto is genuine; and that said bond was duly signed, sealed, and attested for and in behalf of said Corporation by authority of its governing body.



Chief Financial Officer (Seal)

STATE OF PENNSYLVANIA)

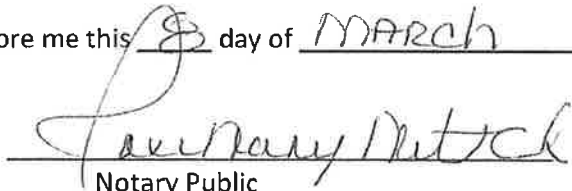
ss

COUNTY OF ALLEGHENY)

Before me, a Notary Public, duly commissioned, qualified and acting, personally appeared Anthony Testa to me well known, who being by me first duly sworn upon oath, says that this individual is the Officer-in-Fact, for the RedZone Robotic, Inc. and that said individual has been authorized by Chairman to execute the foregoing bond on behalf of the Contractor named therein in favor of Board of County Commissioners of Brevard County, Florida.

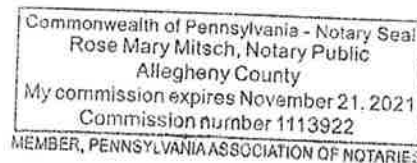
Subscribed and sworn to before me this 8 day of MARCH, 2019
A.D.

(Attach Power of Attorney)



Notary Public
State of Pennsylvania

My Commission Expires: NOV 21, 21
My Commission Number is: 834574





Advanced Pipeline Assessment

February 12, 2019

To Whom It May Concern:

Authorized Executive Officers of RedZone Robotics

RedZone Robotics Inc., Board of Directors hereby certifies and authorizes the following appointments of executive officers.

1. The appointment of executive officers for RedZone Robotics Inc.:
(Effective as of February 12, 2019)

Title	Name
President, Secretary and CEO	William J. Bergen
Treasurer and Controller	Anthony Testa

Signature:

A handwritten signature in dark ink, appearing to read "Jim McGivern".

Mr. Jim McGivern

Title: Chairman of the Board

Date: February 12, 2019

RedZone Robotics, Inc.

91 43rd Street, Suite 250

Phone 412.476.8980

Pittsburgh, PA 15201

Fax 412.476.8981

www.redzone.com

PUBLIC CONSTRUCTION BOND

(Payment and Performance)

BY THIS BOND, We RedZone Robotics, Inc., having its principal place of business at 91 43rd Street, Pittsburgh, PA 15201,
(~~412~~) ~~476-8980~~, herein called Principal, and Philadelphia Indemnity Insurance Company, having its principal place of business at One Bala Plaza, Suite 100, Philadelphia, PA 19004-1403,
(~~610~~) ~~617-7900~~ a corporation as Surety, are bound to Board of County Commissioners of Brevard County, Florida, 2725 Judge Fran Jamieson Way, Viera, Florida, 32940, (321) 633-2000, herein called Owner, in the sum of Six Hundred Thirty-Three Thousand Five Hundred Forty-Eight and 00/100. (\$ 633,548.00) for payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

THE CONDITIONS OF THIS BOND are that if Principal:

1. Performs the contract number _____ dated _____ between Principal and Owner for construction of (project description) System-Wide Sanitary Sewer Categorization and Development of a Wastewater Asset Management Information System
for South Beaches Wastewater Treatment Plant and Barefoot Bay Wastewater Treatment Plant, the contract being made a part of this bond by reference, at the times and in the manner prescribed in the contract; and
2. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the contract; and
3. Pays Owner all losses, damages, expenses, costs, and attorney's fees, including

appellate proceedings, that Owner sustains because of a default by Principal under the contract; and

4. Performs the guarantee of all work and materials furnished under the contract for the time specified in the contract, then this bond is void; otherwise it remains in full force.

Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05(2) and (10), Florida Statutes.

Any changes in or under the contract documents and compliance or noncompliance with any formalities connected with the contract or the changes does not affect Surety's obligation under this bond.

Signed and sealed this 12 day of March, 2019.

Witness:

RedZone Robotics, Inc.

(Principal)

(Seal)



Its:

Anthony West, Jr.
(Title)

Witness:

Philadelphia Indemnity Insurance Company

(Surety)

(Seal)

Wendy A. Bright
Wendy A. Bright

Its:

Barbara A. Leeper
(Title) Barbara A. Leeper, Attorney-in-Fact

PHILADELPHIA INDEMNITY INSURANCE COMPANY

One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004-0950

Power of Attorney

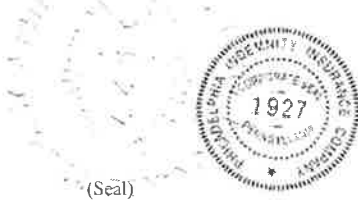
KNOW ALL PERSONS BY THESE PRESENTS: That **PHILADELPHIA INDEMNITY INSURANCE COMPANY** (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint **Brian F. Jeffe, Jav Black, Brian W. Long, Brian G. Hartman, Barbara A. Leeper, Josephine M. Streyle, Patti K. Lindsey, Wendy A. Bright and Alexandra C. Machnik of Senbert and Associates, Inc.** its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed **\$100,000,000.00**.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY on the 14th of November, 2016.

RESOLVED: That the Board of Directors hereby authorizes the President or any Vice President of the Company: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

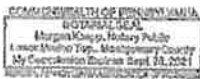
FURTHER RESOLVED: That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 27TH DAY OF OCTOBER, 2017.



Robert D. O'Leary Jr., President & CEO
Philadelphia Indemnity Insurance Company

On this 27th day of October, 2017, before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the **PHILADELPHIA INDEMNITY INSURANCE COMPANY**; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.



(Notary Seal)

Notary Public:

residing at:

Bala Cynwyd, PA

My commission expires:

September 25, 2021

I, Edward Sayago, Corporate Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and the Power of Attorney issued pursuant thereto on the 27th day of October, 2017 are true and correct and are still in full force and effect. I do further certify that Robert D. O'Leary Jr., who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 12 day of March, 2019.



Edward Sayago, Corporate Secretary
PHILADELPHIA INDEMNITY INSURANCE COMPANY

**SERVICE AGREEMENT FOR WASTEWATER
COLLECTION SYSTEM CONDITION ASSESSMENT**

THIS AGREEMENT, made this 21st day of, Oct 2017, by and between the City of Palm Bay, 120 Malabar Road, SE, Palm Bay, FL 32907, a Florida municipal corporation and political subdivision of the State of Florida, hereinafter referred to as City and RedZone Robotics, Inc. (25-1558769), 91 43rd Street, Pittsburgh, PA 15201, hereinafter referred to as "Contractor", for the term specified herein, with the City having the option to extend this Agreement for an additional period of time, upon mutual agreement of the parties, therefore, for good and valuable consideration, the receipt and sufficiency of which the parties acknowledge, the parties agree as follows:

WITNESSETH:

I. DOCUMENTS

The following documents are hereby incorporated into and made part of this agreement.

- (i) Specifications and Contract Documents prepared by the City of Palm Bay, Wastewater Collection System Condition Assessment, RFP #63-0-2017/ET (Exhibit A).
- (ii) Proposal for the City of Palm Bay prepared by Contractor dated September 1, 2017, (Exhibit B).

All exhibits may also be collectively referred to as the "Documents". In the event of any conflict between the Documents or any ambiguity or missing specifications or instruction, the following priority is established:

- A. Specific direction from the City Manager (or designee).
- B. This Agreement dated 10-27, 2017 and any attachments.
- C. Exhibit A
- D. Exhibit B

II. SCOPE

The Contractor is to perform the Work under the general direction of the City as defined in the Request for Proposal and amendments, if any, the Request for Proposal and any amendments thereto being attached hereto as Exhibit "A" (CITY's Request for Proposal documents), incorporated by reference herein and made a part thereof as fully as if herein set forth.

Unless otherwise specified herein, the Contractor is to furnish all materials, tools, equipment, manpower, and consumables to complete the Work.

By signing this Agreement, the Contractor represents that it has thoroughly inspected the work site (as described in the Documents) and the weather, soil and water conditions that may affect it, and has thoroughly reviewed the documents incorporated into this Agreement by reference and that it accepts the work and the conditions under which the work is to be performed.

III. TERM OF AGREEMENT

The period of this Agreement shall be for twelve (12) months, beginning on November 1, 2017 and ending on October 31, 2018. This Agreement may, by mutual written assent of the parties, be extended for two (2) additional twelve (12) month periods or portions thereof, up to a cumulative total of thirty-six (36) months.

IV. COMPENSATION

The Contractor agrees to provide the services and materials as specified in its submittal to the City, and amendments, if any, the Bid and any amendments thereto being attached hereto as Exhibit "B", incorporated by reference herein and made a part hereof as fully as if herein set forth.

The amount as specified in Exhibit "B" may be increased or decreased by the City under this Agreement, through the issuance of a written Addendum.

Any prices specified in this Agreement or Addendum thereto, will remain firm for the term of this Agreement or Addendum period.

V. PAYMENT

Upon acceptance of work by using department of the City, employees and others, the City shall make payment to the Contractor in accordance with the Local Government Prompt Payment Act, Chapter 218, Florida Statutes.

The City reserves the right, with justification, to partially pay any invoice submitted by the Contractor when requested to do so by the using City department. All invoices shall be directed to the Accounts Payable Section, City of Palm Bay, 120 Malabar Road, SE, Palm Bay, FL 32907.

NOTE: ALL INVOICES MUST CLEARLY INDICATE THE CITY PURCHASE ORDER NUMBER.

VI. GENERAL CONDITIONS

A. Patents

The Contractor shall pay all royalties and assume all costs arising from the use of, including but not limited to, any invention, design, process, materials, equipment, product or device in performance of the Work, which is the subject of patent rights or copyrights. For other good and valuable consideration, Contractor shall, at its own expense, hold harmless and defend the City, and all persons and entities defined as the "City" elsewhere in this Agreement (hereinafter and through the Agreement as "City"), against any claim, suit or proceeding brought against the City which is based upon a claim, whether rightful or otherwise, that the Work, or any part thereof, furnished under this Agreement, constitutes an infringement of any patent or copyright of the United States or any other country. The Contractor shall pay all damages and costs awarded against and/or assessed or paid by the City and acknowledges other and additional good and valuable consideration for this provision. This provision is supplemental to the following Section B.

B. Indemnification

For other and additional good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Contractor, including but not limited to the Contractor's officers, officials, employees, representatives, agents, contractors officers, etc., subcontractors and their officers, etc. (hereinafter Contractor) hereby agrees to indemnify, hold harmless and defend the City of Palm Bay, including but not limited to its officers, agents, subcontractors, officers, officials, representatives, volunteers, employees and all those others acting on the City's behalf (hereinafter City) against any and all liability, loss, cost, damages, expenses, claims or actions of whatever type or nature, including but not limited to attorney and expert fees and suit cost, for trials and appeals, that the City may pay, sustain, or incur arising wholly or in part due to any negligent or deliberate act, error or omission of Contractor in the execution, performance or non-performance or failure to adequately perform Contractor's obligation pursuant to this Agreement.

Nothing contained in this Agreement is in any manner intended either to be a waiver of the limitation placed upon the City's liability as set forth in Section 768.28 Florida Statutes, or to extend the City's liability beyond the limits established in said Section 768.28. No claim or award against the City shall include attorney's fees, investigative costs, extended damages, expert fees, suit costs or pre-judgment interest.

In addition, Contractor shall indemnify, defend and hold harmless City against all liability, costs, expense, expert witnesses' fees, attorney's fees, claims, losses or damages that the City may incur arising from the following:

- a. A violation by Contractor of any applicable federal, state or local law, rule or regulation including, without limitation, performance conditions in this Agreement;
- b. Any penalty or fine incurred by or assessed against City to the extent caused by any act of the Contractor;
- c. Any injury, illness, disease, death or other harms suffered or incurred by any employee of Contractor, resulting from the failure of Contractor to comply with applicable health and safety procedures, regardless of whether or not the entity involved has adopted OSHA or EPA safety and health protocols and procedures;
- d. Any patent or copyright infringement by Contractor;
- e. Any lien or other claim by contractor inconsistent with this Agreement;
- f. Any obligation of City resulting from Contractor's errors, omissions or breach of obligation.

C. Environmental Health and Safety

Contractor shall place the highest priority on health and safety and shall maintain a safe working environment during performance of the Work. Contractor shall comply, and shall secure compliance with all applicable environmental, health, safety and security laws and regulations, and performance conditions in this Agreement. Compliance with such requirements shall represent the minimum standard required of Contractor. Contractor shall

be responsible for examining all federal, state and local requirements and determine whether additional or more stringent environmental, health, safety and security provisions are required for the Work. Contractor agrees to utilize protective devices as required by applicable laws, regulations, and any industry or Contractor's health and safety plans and regulations, and to pay the costs and expenses thereof, and warrants that all such persons shall be fit and qualified to carry out the Work.

Nothing contained in this Agreement shall affect Contractor's status as an independent contractor. Contractor shall ensure that the provisions of this Agreement are made binding on all persons or entities who perform on Contractor's behalf. A violation of this provision shall be considered to be a material and substantial breach of this Agreement.

D. Termination

The City reserves the right to terminate this contract without cause by giving thirty (30) days prior notice to the contractor in writing of the intention to terminate.

The City may terminate with cause if at any time the contractor fails to fulfill or abide by any of the terms or conditions specified. Failure of the Contractor to comply with any of the provisions of this Agreement shall be considered a material breach of Agreement and shall be cause for immediate termination of the Agreement at the discretion of the City.

In the event sufficient budgeted funds are not available for a new fiscal period, the City shall notify the contractor of such occurrence and Agreement shall terminate on the last day of current fiscal period without penalty or expense to the City.

E. Notice of Deficiency

If the Contractor is notified in writing of a fault, deficiency or error in the equipment, materials, Work or criminal records of employees provided within ten (10) days from the discovery of any fault, deficiency or error of the Work, the Contractor shall, at the City's option, either: 1) re-perform such portions of the Work to correct such fault, defect or error, at no additional cost to the City, or 2) refund to the City, any amounts paid by the City that are attributable to such portions of the faulty, defective or erroneous Work, including the costs for re-performance of the work provided by other Contractors.

F. Default

An event of default shall mean a breach of this Agreement by Contractor as determined by City. An event of default shall include but not be limited to the following:

- a. Contractor has not performed services on timely basis;
- b. Contractor has refused or failed to supply enough properly-skilled personnel;
- c. Contractor has failed to make prompt payment to subcontractors or

suppliers for any services;

- d. Contractor has failed to fulfill representations made in this Agreement;
- e. Contractor has refused or failed to provide the Services as defined in this Agreement; or
- f. Contractor has failed to timely address a fault, deficiency or error in the equipment, materials, Work or criminal records of employees as provided in the Notice of Deficiency.

If a contractor is in default on its contract with the City, the City shall follow the procedures contained herein:

- a. The City shall notify, in writing, the Contractors to adhere to contract terms and conditions. This notice shall state the nature of the failure to perform and provide a time certain for correcting the failure within a reasonable time period. The notice will also provide that, should it fail to perform within the time provided, the contractor will be found in default and removed from the City's approved vendor list.
- b. Unless the Contractor corrects its failure to perform within the time provided, or unless the City determines on its own investigation that the Contractor's failure is legally excusable, the City shall find the Contractor in default and shall issue a second notice stating (i) the reasons the Contractor is considered in default, (ii) that the City will reprocure or has reprocured the commodities or services, and (iii) and the amount of the reprocurement if known.
- c. The defaulting Contractor will not be eligible for award of a contract by the City until such time as the City is reimbursed by the defaulting Contractor for all reprocurement costs. Reprocurement costs may include both administrative costs and costs or price increases incurred or to be incurred as a result of the reprocurement.
- d. Pursuant to Section 38.14, Procurement Code of Ordinance, the defaulting Contractor will be advised of their right to initiate written protest proceedings pursuant to Section 38.13 of the Procurement Ordinance within five (5) business days after the date of notification.
- e. Until such time as it reimburses the City for all reprocurement costs and the City is satisfied that further instances of default will not occur, the defaulting Contractor shall not be eligible for award of a contract by the City. To satisfy the City that further instance will not occur; the defaulting Contractor shall provide a written corrective action plan addressing the original grounds for default.

The forgoing provisions do not limit, waive or exclude the City's remedies against the defaulting contractor at law or in equity.

G. Warranty

The Contractor warrants that the Work including, but not limited to the equipment, materials and employees provided shall conform to professional standards of care and practice in effect at the time the Work is performed, shall be of the highest quality and be free from all faults, defects or errors. Whenever required by the specifications of the Request for Proposal, the

Contractor warrants that all equipment and materials provided shall be new. If the Contractor is notified in writing of a fault, deficiency or error in the equipment, materials, Work or criminal records of employees provided within ten (10) days from the discovery of any fault, deficiency or error of the Work, the Contractor shall, at the City's option, either: 1) re-perform such portions of the Work to correct such fault, defect or error, at no additional cost to the City, or 2) refund to the City, any amounts paid by the City that are attributable to such portions of the faulty, defective or erroneous Work, including the costs for re-performance of the work provided by other Contractors.

ALL EQUIPMENT AND MATERIALS PROVIDED AND USED BY THE CONTRACTOR SHALL BE MERCHANTABLE AND BE FIT FOR THE PURPOSE INTENDED. THE CONTRACTOR SHALL BE LIABLE FOR SECONDARY, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY NATURE RESULTING FROM ANY WORK PERFORMED UNDER THIS AGREEMENT.

H. Time of Completion

The parties understand and agree that time is of the essence in the performance of this Agreement. Neither the Contractor nor the City shall be liable for any loss or damage resulting from any delay or failure to perform its contractual obligations within the time specified due to but not limited to acts of God, any force majeure, actions or regulations by any governmental entity or representative, strikes or other labor trouble, fire, natural or man-made disasters, or any other causes, contingencies or circumstances not subject to either the Contractor's or City's control, that prevent or hinder the performance of the Contractor's or City's contractual obligations. Any such causes of delay, even though existing on the date of the Agreement or on the date of the start of Work, shall extend the time of the Contractor's or City's performance by the length of the delays occasioned thereby, including delays reasonably incident to the resumption of normal Work schedules. However, under such circumstances as described herein, the City may at its discretion, cancel this Agreement at its sole discretion for the convenience of the City and the Contractor shall only be entitled to compensation for all work satisfactorily performed and the limitation of damages provision contained in Section VII - LIMITATION OF LIABILITY shall apply.

I. Liquidated Damages

Parties agree that damages are difficult to determine but the following liquidated damages are agreed to be a reasonable cost for any delays: If the Contractor shall neglect, fail or refuse to complete the Work within the time specified, or any proper extension thereof granted by the City, then the Contractor hereby agrees, as part consideration for awarding the Agreement, to pay the City the sum of One-Hundred Dollars (\$100.00), for each and every calendar day that the Contractor shall be in default after the time stipulated in the Agreement for completing the Work. The Contractor and City acknowledge and agree that said sum is not a penalty but liquidated damages for breach of contract.

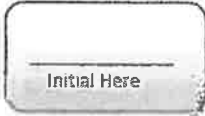
The City and Contractor agree that the damages that will be incurred by the City as a result of Contractor's delay in meeting a completion date are of a kind difficult to accurately estimate, and the Contractor further agrees that the amount herein provided is a reasonable forecast of the damages that will actually be incurred by the City in the event of any such delay and not a penalty. For other and additional good and valuable consideration the receipt of which is hereby acknowledged by the parties hereto, the Contractor covenants and agrees that in the event of any delay of construction and notwithstanding the reason for the delay or who caused the delay or whether it was caused by the City, that there will be no entitlement to Contractor to or for any direct or indirect office financial damages, expenses, impacts or losses for extended corporate or office overhead impacts, extended project overhead impacts, project support services, extended support services impacts, inadequate drainage system impacts, unsuitable subsurface conditions impacts, non-cooperation of Contractor's, subcontractors or any independent, non-affiliated contractors impacts for other contractors' conduct or failure to perform, or by whatever other label or legal label, concept or theory, or any business damages, or business losses, or financial impacts of whatever type or nature, and Contractor hereby waives any right to make any such claim or claims. This provision will have no application or effect when construction delays are anticipated and agreed upon by both the City and the Contractor.

J. Insurance Requirements:

The Contractor, and its subcontractors, subconsultants, assignees and suppliers, at its own expense, shall keep in force and at all times maintain during the term of this Agreement:

- a. **Commercial General Liability:** The contractor shall provide combined single minimum limits of \$1,000,000.00 each occurrence / \$2,000,000.00 general aggregate for bodily injury and property damage liability. This shall include premises/operations, products, completed operations, personal and advertising injury, and contractual liability, specifically confirming and insuring the indemnification and hold harmless clause of the contract. This policy of insurance shall be considered primary to and not contributing to any insurance maintained by the City of Palm Bay and shall name the City of Palm Bay as an additional insured. The policy of insurance shall be written on an "occurrence" basis and form.
- b. **Automobile Liability:**
Contractor shall provide minimum limits of liability of \$1,000,000.00 each accident, combined single limit for bodily injury and property damage. This shall include coverage for:
 - Owned Automobiles
 - Hired Automobiles
 - Non-Owned Automobiles
- c. **Umbrella / Excess Liability:**
Contractor shall provide umbrella/excess coverage with limits of no less than \$1,000,000.00 excess of Commercial General Liability, Automobile Liability and Employers Liability. ****This coverage is optional if the**

Contractor has \$2,000,000 General Aggregate under the Commercial General Liability Policy**



d. Workers' Compensation Coverage:

Full and complete Workers' Compensation Coverage, including coverage for Employer's Liability, as required by State of Florida law, shall be provided. Should the Named Vendor utilize a Professional Employer Organization, said Vendor acknowledges and agrees that all employees sent to the City of Palm Bay MUST be included on that PEO roster.

Insurance Certificates:

The City of Palm Bay is to be specifically included as an additional insured on all certificates of insurance (with exception to Workers Compensation). Waiver of Subrogation is required for Commercial General Liability and Automobile Liability. All certificates must be received prior to commencement of service/work. In the event the insurance coverage expires prior to the completion of this contract, a renewal certificate shall be issued thirty - (30) days prior to said expiration date. The certificate shall provide a thirty - (30) day notification clause in the event of cancellation or modification to the policy.

The Contractor shall declare any self-insured retention or deductible amount in excess of \$5,000 for any policy. The City reserves the right to reject any self-insured retention or deductible in excess of \$5,000.

All insurance carriers shall be rated (A) or better by the most recently published A.M. Best Rating Guide. Unless otherwise specified, it shall be the responsibility of the contractor to ensure that all subcontractors comply with the insurance requirements set forth in this Agreement. The City may request a copy of the insurance policy according to the nature of the project. City reserves the right to accept or reject the insurance carrier.

Contractor shall obtain insurance on an "occurrence" basis if such insurance is available at commercially reasonable premium costs. Any insurance on a "claim made" basis shall be maintained for at least three (3) years after acceptance of the Work.

K. Acceptance

The City will be deemed to have accepted the Work after the Purchasing Agent is notified by the appropriate City department(s) of its satisfaction that the work for their respective department(s) is completed.

L. Correction of Work

The Contractor shall promptly correct all Work rejected by the City for failing to conform to this Agreement. The Contractor shall bear all costs of correcting such rejected Work.

M. Right to Audit Records

The City reserves the right to audit the records of the Contractor related to this Agreement at any reasonable time during the prosecution of the work included herein and for a period of three (3) years after termination of the date of the contract. The Contractor agrees to provide copies of any records necessary to substantiate payment requests to the City as may be requested by the City, solely at the cost of reproduction.

N. Public Records

The City is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records law. Specifically, the Contractor shall:

- a. Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform this service.
- b. Provide the agency with access to public records at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law.
- c. Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and
- d. Meet all requirements for retaining public records and transfers to the City, at no cost, all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.

The failure of the Contractor to comply with the provisions set forth in this section shall constitute a material breach of Agreement and shall be cause for immediate termination of the Agreement.

If the Contractor has questions regarding the application of Chapter 119 Florida Statutes, to the contractor's duty to provide public records relating to this contract, contact the custodian of public records at the City of Palm Bay purchasing and Contracts Division, 120 Malabar Road, SE, Palm Bay, Florida 32907; 321-952-3424; or purchasing@pbfl.org.

O. Time is of the Essence

The parties agree that time is of the essence in the completion of the Work called for under this Agreement. By executing this Agreement, Contractor affirms that it believes the schedule to be reasonable; provided, however, the parties acknowledge that the schedule might be modified as the City directs.

The Contractor agrees that all Work shall be prosecuted regularly, diligently, and uninterrupted at such a rate of progress that will ensure full completion thereof within the time specified.

P. Information

All information, including but not limited to data, documents, plans, and specifications furnished to or developed for the City by the Contractor or its employees, pursuant to this Agreement, excluding previously copywritten materials, shall be the sole property of the City and all rights therein are reserved by the City, except that the Contractor may disclose any such information to its corporate affiliates and their agents.

Q. Extra Work

The City, without invalidating this Agreement, may order changes in the Work within the general scope of this Agreement consisting of additions, deletions, or other revisions, the Agreement price and time being adjusted accordingly. All such changes in the Work shall be authorized by written Addenda to this Agreement, and shall be executed under the applicable conditions of the Agreement.

If the Contractor plans to make a claim for an increase in the Agreement price or an extension in the Agreement Schedule/Term, written notice shall first be given to the City within ten (10) calendar days after the occurrence of the event giving rise to such a claim. The Contractor shall give this written notice to the City, together with written approval secured from the Purchasing Agent before proceeding to execute the Work.

No claim for extra work will be considered valid by the City unless first approved by the City in writing with Contractor's claim submitted in writing.

R. Familiarity With The Work

The Contractor by executing this Agreement acknowledges full, total and complete understanding of the extent and character of the Work required and the conditions surrounding the performance thereof. The City will not be responsible for or be bound by any claimed misunderstanding of the Work to be furnished or completed, or any misunderstanding of conditions surrounding the performance thereof. It is understood that the execution of this Agreement by the Contractor serves as its stated unequivocal commitment to fulfill all the conditions referred to in this Agreement.

S. Title and Risk of Loss

The title and risk of loss to the Work shall pass from the Contractor to the City upon the City's final acceptance of the Work.

T. Independent Contractor, Assignment and Subcontracts

In the performance of the Work, Contractor shall operate and have the status of an independent contractor and shall not act as or be an agent or employee of City.

This Agreement cannot be assigned without the written approval of the City. Assignment may be made solely at the discretion of the City, and the City's decision will be final. Contractor shall obtain the consent of City, in writing, of each subcontractor it intends to use before entering into a contract with any subcontractor.

Contractor shall advise each prospective subcontractor of these requirements and shall assure that each subcontractor complies with them.

U. Inspection and Non-Waiver

Contractor shall permit the representatives of City to inspect and observe the Work at all times.

The failure of City to insist upon strict performance of any other terms of this Agreement or to exercise any rights conferred by this Agreement shall not be construed by Contractor as waiver of City's right to assert or rely on any such terms or rights on any future occasion or as a waiver of any other terms or rights.

V. Notices

All notices required by any of the Contract Documents shall be in writing and shall be deemed delivered upon mailing by certified mail, return receipt requested to the following:

To the Contractor: Dan Yingst - CEO
 RedZone Robotics, Inc.
 91 43rd Street
 Pittsburgh, PA 15201

To the City: Chief Procurement Officer
 City of Palm Bay
 120 Malabar Road, SE
 Palm Bay, FL 32907

With a copy to: City Manager
 City of Palm Bay
 120 Malabar Road, SE
 Palm Bay, FL 32907

W. No Liens

Contractor acknowledges that Contractor or any other person directly or indirectly acting for or through Contractor are legally unable to file a mechanic's or construction lien against the real property on which the work is performed or any part thereof or against any personal property or improvements thereon or make a claim against any monies due or to become due from the City to Contractor for or on account of any work, labor, services, material, equipment, or other items furnished in connection with the Work or any change order, Contractor agrees to inform all subcontractors of such inability and further agrees to satisfy, remove, or discharge any liens or claims that may be filed at its own expense by bond, payment, or otherwise within twenty (20) days of the filing thereof or from receipt of written notice from the City.

Additionally, until such time as such lien or claim is satisfied, removed or discharged by Contractor, all monies due to Contractor or that become due to Contractor before the lien or claim is satisfied, removed or otherwise discharged shall be held by City as security for the satisfaction, removal and discharge of such lien and any expense that may be incurred while obtaining such. If Contractor shall fail to do so, City shall have the right, in addition to all other rights and remedies provided by this Agreement or by law, to satisfy, remove, or discharge such lien or claim by whatever means City chooses at the entire and sole cost and expense of Contractor which costs and expenses shall, without limitation hereby, include attorney's fees, litigation costs, fees and expenses and all court costs and assessments.

VII. LIMITATION OF LIABILITY

The City desires to enter into this Agreement only if in so doing the City can place a limit on the City's liability for any cause of action arising out of this Agreement. For other and additional good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Contractor expresses its willingness to enter into this Agreement with the knowledge that the Contractor's recovery from the City to any action or claim arising from the Agreement is limited to a maximum amount of the contract value less the amount of all funds actually paid by the City to Contractor pursuant to this Agreement. Nothing contained in this paragraph or elsewhere in this Agreement is in any manner intended either to be a waiver of the limitation placed upon the City's liability as set forth in Section 768.28, Florida Statutes, or to extend the City's liability beyond the limits established in said Section; and no claim or award against the City shall include attorney fees, investigative costs, expert fees, suit costs or pre-judgment interest. This section shall not prevent the City from taking corrective action against the Contractor.

VIII. MISCELLANEOUS PROVISIONS

- A. The Contractor shall comply with all applicable federal, state and local laws, ordinances, rules and regulations pertaining to the performance of Work under this Agreement.
- B. The Contractor's employees are required to obtain, at no charge, from the City's Human Resources Department, a security identification badge prior to performance of its awarded contract. This law is established by the City Council through the City Ordinance Number 2007-48, Public Protection Act, as amended by City Ordinance Number 2007-96, with an effective date of November 15, 2007.
- C. No waiver, alterations, consent or modification of any of the provisions of this Agreement shall be binding unless written and signed by the Chief Procurement Officer.
- D. The Contractor shall procure all permits, licenses, and certificates for the proper execution and completion of the Work under this Agreement, including any approvals of plans or specifications as may be required or federal, state and local laws, ordinances, rules, and regulations.
- E. Award of this contract shall impose no obligation on the City to utilize the vendor for all work of this type, which may develop during the contract period. This is not an exclusive contract. The City specifically reserves the right to concurrently contract with other companies for similar work if it deems such action to be in the

City's best interest. In the case of multiple-term contracts, this provision shall apply separately to each term.

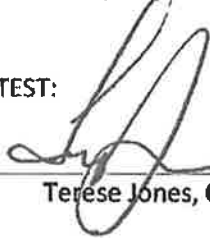
- F. This Agreement shall be governed by and construed according to the laws of the State of Florida, and the rights of the parties hereto shall be construed and be subject to the laws of the State of Florida. The parties hereby waive the right to a trial by jury in any action, proceeding or counterclaim brought or filed by either of them against the other. Venue for any court action arising out of this Agreement shall be in Brevard County, Florida.
- G. The undersigned hereby certify that this Agreement is made without prior understanding, agreement or connection with any corporation, firm or person who submitted bids for the Work covered by this Agreement and is in all respects fair and without collusion or fraud. As to Contractor, the undersigned hereby warrants and certifies that he/she is authorized to enter into this Agreement and to execute it on behalf of the Contractor as the act of the said Contractor, and the City will rely upon such execution by the Contractor's representative.
- H. This Agreement is for the exclusive benefit of the parties. This Agreement does not create, and shall not be construed as creating, any rights enforceable by any person not a party to this Agreement.
- I. This Agreement, including Exhibits "A" and "B", contains all the terms and conditions agreed upon by the parties. No other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind either party hereto.
- J. If any term or provision of this Agreement or the application thereof shall be invalid or unenforceable, the remainder of this Agreement shall be unaffected thereby and each remaining term or provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals on the date first written above

CITY OF PALM BAY, FLORIDA

Approved By City Council On: October 17, 2017

ATTEST:


Terese Jones, City Clerk

By:


Bobbye Marsala, Chief Procurement Officer

REDZONE ROBOTICS, INC.

By:


Signature

DAN YINOST CEO

Name and Title

REDZONE ROBOTICS

Name of Company

91 43rd street

Mailing Address

Pittsburgh, PA 15201

City, State, Zip

412-476-8980

Telephone Number

WITNESS:

Christopher A. White
Name - Printed


Signature

CITY OF PALM BAY
AMENDMENT TO CONTRACT # 63-0-2017
Wastewater Collection System Condition Assessment

This amendment to contract is made and entered into this 20th day of July, 2018, by and between the City of Palm Bay, a municipal corporation organized and existing under the State of Florida, hereinafter referred to as the "City" and Red Zone Robotics, Inc., 91 43rd Street, Pittsburgh, PA 15201, hereinafter referred to as the "Contractor".

WHEREAS, the City and the Contractor entered into a Contract under the date of November 1, 2017, whereby the contractor would provide CCTV inspection of 75,000 lineal feet of the interior of 8 inch to 12 inch pipelines; and

WHEREAS, the City and Contractor desire to renew the term of said Agreement.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

- I. The renewed term of agreement shall be November 1, 2018 through October 31, 2019.
- II. No price increases will be allowed.

In all other respects and, except as specifically modified and amended, the Contract dated, November 1, 2017, shall continue in full force and effect as written. The parties hereto execute this Amendment to become effective as of the date and year first above written.

CITY OF PALM BAY

Red Zone Robotics, Inc.

Bobbie Marsala, CPPO, CPPB, C.P.M.
Chief Procurement Officer
Procurement Department

By:

Dan Yingst
Name

Chief Executive Officer
Title

Bobbie Marsala
Signature / Date 6-10-18

[Signature] 7/20/2018
Signature / Date



Unsolicited Proposal for

**Professional Services Agreement for System-Wide Sanitary
Sewer Categorization & Development of a Wastewater Asset
Management Information System**

Palm Bay, FL

9/1/17

Submitted by:

Contact Name

Doug Boccuti

Company Name

RedZone Robotics, Inc.

Address

91-43rd Street

City, State, Zip Code

Pittsburgh, PA 15201

Telephone

407-404-0882

E-mail

dboccuti@redzone.com

RedZone Robotics, Inc.

This document is intended solely for the consideration and use of the addressee and is not to be copied, reproduced or published into the public domain without prior agreement from RedZone.

91 43rd Street, Suite 250
Pittsburgh, PA 15201

Phone 412.476.8980
Fax 412.476.8981

www.redzone.com



9/1/17

Ed Fontanin
City of Palm Bay
1105 Troutman Blvd NE
Palm Bay, FL 32905

RE: Palm Bay, FL SOLO Inspection RZ OPP- 105450

Dear Mr. Fontanin,

RedZone Robotics, Inc. ("RedZone") greatly appreciates your interest in our company and we are looking forward to the opportunity to work with the City of Palm Bay. ("Client"). We believe that, working with your team, we can provide you the tools and solutions that will provide you the information you need to achieve the longest useful life of your collection system assets at the most reasonable costs.

As per our discussions, attached you will see pricing and a schedule of values for the scope of work that you have requested.

We thank you for considering our technology and welcome the opportunity to continue to work together. If you have any questions or require any additional information, please feel free to contact our office.

Sincerely,

Doug Boccuti
Sales Manager

RedZone Robotics, Inc.

91 43rd Street, Suite 250
Pittsburgh, PA 15201

Phone 412.476.8980
Fax 412.476.8981

www.redzone.com



Scope Description:

Inspection of 181,629' of 8-12" pipe with SOLO robots to be PACP coded. ICOM software training included. Pipe quantities include the following:

8" - 172,016'
10" - 7,720'
12" - 1893'

Additional Coding and import of data:

- The price for any additional PACP coding of legacy data shall be .18 cents per ft.

Schedule of Values:

ITEMS FOR PROPOSAL			
ITEM	QTY	DESCRIPTION	NOTES
RZR-001	1	Mobilization and Demobilization	Mob and Demob of all required assets for field condition assessment work
YES-100	181,629 /LF@ .80/LF	YES Professional Services: 8-12" Asset Characterization – Solo	Field data gathering, PACP characterization and digital upload of information
YES-300	1/ea	YES Professional Services: ICOM3 Software License & Support	One Year Initial Term Licensing, Hosting, Maintenance and Support included

Ongoing ICOM3 software, hosting, maintenance and support	
\$5,000.00	License, Maintenance, Support, Upgrades and Hosting Fee (annual after Initial Term)
Estimated Time to Complete Field Work	
4	Month

LUMP SUM PRICING

\$145,303.20

ICOM3 Software:

This proposal includes ICOM3 hosted licensing, maintenance and support & upgrades for the "Initial Term" of the first (12) months.

At the end of the Initial Term, an annual License Subscription, Hosting, Maintenance and Support contract is required if Client seeks to maintain use of then-current hosted License Subscription, Hosting, Maintenance and Support services. Paying these fees is not required.

In the event this term expires and Client has paid all amounts due RedZone Client shall have one perpetual, fully-paid, non-exclusive, non-transferable, non-assignable, non-sub-licensable local usage license of the viewing software required to view the data from this specific scope of work, to be used in compliance with the other, non-conflicting license terms, solely for Client's internal purposes.

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The optional fees for annual License Subscription, Hosting, Maintenance and Support, which would commence at the end of the Initial Term are [Five Thousand Dollars \$5,000]

In the event Client chooses to pay these fees, then these fees will cover the hosting of the application, upgrades, bug fixes and both telephone and e-support. Increases to these annual fees will not exceed 10% for any renewal period. If at any point subsequent to the expiration of this initial full, completed Term, Client fails to pay such annual fees, Client Software used under this license shall not have any connectivity with the hosted Software Services and RedZone shall have no obligation to otherwise provide Support or Technical Support to Client or its Authorized Users using the Client Software under this post-termination license.

ICOM3 Software in Exchange for Services:

In the event that Client awards RedZone mutually agreed upon work on or before the end of the Initial Term in the amount of at least fifty thousand dollars (\$50,000 USD) RedZone will waive the ICOM3 Licensing/Hosting/Maintenance/Support/Upgrade fees for an additional one (1) consecutive year.

Unless otherwise notified otherwise by RedZone, for each year following a year whereby Client awarded RedZone the minimum work required to waive the ICOM3 fees, in the event that Client continues to award RedZone work in the amount of at least fifty thousand dollars (\$50,000 USD) RedZone will waive the Licensing/Hosting/Maintenance/Support/Upgrade fee for one (1) additional, consecutive term year.

Failure to award RedZone the minimum amount of work required to waive the ICOM3 will result in the invoicing of the fees for annual License Subscription, Hosting, Maintenance and Support as quoted above in the ICOM3 Software Section of This Agreement.

ICOM3 Professional Services Summary:

This Proposal includes Ten (10) hours of professional services.

These professional services have been allocated to this project to perform a variety of services inclusive of, but not limited to, training, initial configuration and engineering support. Details will be finalized in a jointly determined work order.

Data:

The Client shall receive information and reports in accordance with the scope of services described in this proposal. Except as set forth below, the data and information (the "Data") about the Client's pipes, properties and facilities collected or obtained by RedZone during the course of performing the **Work belongs to and is the confidential and proprietary information of the Client.** Notwithstanding the foregoing, (i) RedZone shall be entitled to retain and use the Data to provide future services to Client and (ii), without disclosing the Data to any third party in an un-compiled fashion or as belonging or relating to Client, RedZone may retain, store, use and compile the Data with comparable data from other parties in an aggregate fashion to create a database that RedZone may use, process and analyze to provide predictive, diagnostic and other services to other parties.

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Proposal Notes & Exclusions:

1. This is a limited time introductory offering. Stated terms, conditions and concessions will expire upon expiration date of this Proposal
2. The Initial Term is effective as of the date of signature of acceptance and Notice to Proceed below by an authorized representative of Client.
3. Increases to the annual Licensing/Hosting/Maintenance/Support/Upgrade fee will not exceed 10% for any renewal period.
4. Actual timelines and execution schedules will be formalized in a scope of work document that will be approved by both the Client and RedZone
5. This Proposal must be executed by an authorized agent of Client prior to the commencement of any work related to This Proposal.
6. This Proposal is intended for review and consideration of the addressee, is the property of RedZone and is not to be published into the public domain with the written consent of RedZone. Nothing in This Agreement is intended to prevent Client from complying with state/local requirements pertaining to 'Right to Know' types of laws or legally required public disclosures.
7. All invoices issued by RedZone to Client are due Net 30
8. RedZone excludes prevailing rate wages
9. RedZone excludes bonding
10. RedZone excludes traffic control permitting and any traffic control beyond basic cones and signs.

This Proposal is required to be signed by an authorized individual of Client, prior to the commencement of any work by RedZone.

Thank you again for this opportunity. For more information about RedZone, please visit www.RedZone.com.

Kind regards,

Doug Boccuti
RedZone Robotics, Inc.
Business Development Manager

Clients Signatures will be Regarded as Acceptance and Notice to Proceed

Signature: _____

Name: _____

Title: _____

Date: _____

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FIELD RELATED PROFESSIONAL SERVICE TERMS AND CONDITIONS

Professional Services outlined in the proposal pertaining to inspection of collection system assets and gathering of field data, collectively referred to as "Inspections", will be conducted in accordance with the following terms and conditions. These terms and conditions will apply in their entirety, unless portions of these terms and conditions are specified otherwise in the Special Terms and Conditions section of the agreement.

- a. **Commercially reasonable efforts to gather data** - It is understood and agreed to that RedZone's data gathering efforts may not necessarily result in a complete manhole-to-manhole traversal. The equipment used to perform the data gathering may not be able to traverse the entire length of pipeline due to conditions such as grease, deposits, debris, protruding taps, root buildups, offset joints, or other circumstances. Unless otherwise specified, RedZone's data collection and inspection activities will consist of a first inspection and a reversal inspection (from an alternative access point) if necessary. Additional services by RedZone to perform additional inspections may be available pursuant to separate written change order or agreement after the customer has cleared problematic conditions.
- b. **Flow conditions** - The quality and value of the information collected during the Inspections may depend upon flow conditions encountered during the inspection. RedZone will coordinate with the customer's project manager to provide its inspection schedule. The customer may at times be asked to perform actions such as line-plugging or modifying pump station or treatment plant operations to affect the pipeline flow levels in conjunction with RedZone's Inspection activities, at the customer's discretion and cost, to mitigate some effects that high flow rates may have on the Inspections. RedZone shall not be responsible for issues concerning quality or value of data, or performance of inspections attributable to flow conditions.
- c. **Pipe and manhole location** - RedZone will use commercially reasonable efforts to locate manholes and access points that are required to complete the Inspections. RedZone will use maps provided by the customer and make reasonable efforts to search for manholes and access points in the expected vicinity of each required manhole or access point. Certain manholes may not be possible to locate, for reasons including but not limited to: inaccurate mapping provided by the customer or the manhole being situated in an unreachable location (paved over, buried, under water, restricted area, etc.). RedZone will use the ICOM3 software to highlight manholes or access points that RedZone was not able to locate. RedZone will use commercially reasonable efforts to utilize alternative manholes or access points that were successfully located to complete pipeline inspections given the limitations of RedZone's equipment. RedZone will coordinate with the customer's project manager to provide its inspection schedule. The customer may perform actions such as flagging manholes or uncovering buried manholes in conjunction with RedZone's Inspection activities, at the customer's discretion and cost, to increase the number of manholes that RedZone is able to successfully locate. RedZone assumes no liability for any errors or omissions in any maps or other location information provided by the customer, including any errors or omissions made by RedZone in interpreting such customer-provided information.
- d. **Pipe and manhole access** - RedZone will use commercially reasonable efforts to access manholes and access points that are required to complete the Inspections. Certain manholes may not be possible to access, for reasons including but not limited to inability to locate the manhole, the manhole being in an unreachable location (paved over, buried, under water, forbidden area, etc), or due to the manhole cover being locked, damaged such that it is inoperable, or otherwise impossible to remove without specialized tools and equipment. RedZone will use the ICOM3 software to highlight manholes or access points that RedZone was not able to access. RedZone will use commercially reasonable efforts to utilize alternative manholes or access points that were accessible to complete pipeline inspections given the limitations of RedZone's equipment. RedZone will coordinate with the customer's project

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manager to provide its inspection schedule. The customer may perform actions such as uncovering buried manholes, coordinating for access to private property or forbidden areas, or removing locked or damaged manhole lids, at the customer's discretion and cost, to increase the proportion of manholes that RedZone is able to successfully access.

- e. **Scope of inspection work** - RedZone agrees to use commercially reasonable efforts to complete the data gathering as described in the proposal. Customer must identify specific pipelines and manholes to constitute the scope for inspection, up to the specified footage quantities or asset count. For each asset included in the scope, the allocated footage for such line segment will be deducted from the customer's purchased total whether the inspection is fully completed or attempted by RedZone as follows. For completed inspections, the actual footage of the inspection as measured by the inspection device will be deducted from the customer's purchased total for the relevant category of inspection footage. Pipe inspections that cannot be completed due to inability to locate or access manholes as described above will be counted as attempted inspections. The length of the pipe as shown on the associated map for which the attempted inspection occurred will then be deducted from the customer's purchased total for the relevant category of inspection footage. Inspections that do not complete the full length of the pipe asset, when summing the total of the first pass and second pass reversal attempt as described above, will similarly be counted as an attempted inspection and the full length of the pipe segment will be deducted from the customer's purchased total for the relevant category of inspection footage. When a second pass reversal inspection is conducted and results in overlapping footage between the first pass inspection and the second pass reversal, the overlapping portion of the inspection will not be deducted from the customer's footage total. If the customer desires to have additional inspections performed, the customer can request to add to the inspection scope using the Service Order process described in the contract.
- f. **Work Hours** - In order to complete the work as efficiently as possible, RedZone wishes to retain maximum flexibility with respect to work hours that inspection activities may be completed. RedZone may perform inspection work through 24 hours each day, 7 days per week. RedZone will coordinate with the customer's project manager to provide our inspection schedule in advance and to determine conditions or events that may prevent us from performing inspection work in specific areas at specific times.

Reporting Terms & Conditions

Professional Services outlined in the proposal pertaining to the processing, analysis, or presentation of inspection or field data, collectively referred to as "Reporting", will be conducted in accordance with the following terms and conditions. These terms and conditions will apply in their entirety, unless portions of these terms and conditions are specified otherwise in the Special Terms and Conditions section of the agreement.

- a. **Report delivery** - The delivery of completed reports may be completed in tranches. The schedule for report delivery will be communicated in the Project Plan.
- b. **Efforts to complete reporting** - Due to certain pipe conditions, some Inspection data may not be suitable for Reporting. It is understood that Reporting will be completed where possible subject to limitations on the quality and value of data. With respect to multi-sensor data gathered from multi-sensor inspections, certain Reporting metrics and presentations may not be available for every inspection depending on conditions that may have limited the collection of data from one or more sensors.
- c. **Electronic report delivery** - All reports and related video and media will be delivered to Client in electronic format only. The customer, at customer's cost and discretion, will have the ability to print hard copies of any or all electronic reports.

Report approval - The customer shall have up to sixty (60) days after a given report has been delivered or made available to the customer to notify RedZone in writing of any material errors or omissions on said reports. Reports will be deemed to be approved and accepted by the customer if written notification to the contrary is not provided to RedZone within this sixty (60) day period. Any changes after this date must be agreed upon between both parties and may result in additional charges to the customer.

Field related professional Services outlined in the proposal pertaining to ICOM3 software will be conducted in accordance with the following terms and conditions. These terms and conditions will apply in their entirety, unless portions of these terms and conditions are specified otherwise in the Special Terms and Conditions section of the agreement.

RedZone Robotics, Inc.

- a. **Paper maps** – Under circumstances where the customer does not have GIS data available for the partial or entire scope of inspection, the customer will at minimum provide paper maps which indicate the locations of the pipe and manhole assets. The maps need to be accurate enough to locate the assets with commercially reasonable efforts.
- b. **Configuration of work orders and forms in ICOM3 software** – On dates as communicated in the project plan, customer input will be sought in the configuration of work-orders, forms, and system-wide reports. RedZone provides standard work orders and forms and no professional services will be required if the Customer wishes to use these standards. If configuration or changes are requested, Customer can provide redline changes to the standard forms, and modifications will then be configured into ICOM3 using professional services hours.
- c. **ICOM3 Training** – On dates as communicated in the project plan, a set number of on-site and remote training sessions will be scheduled. If additional training is requested, this will be scheduled subject to availability of RedZone trainers and these additional training hours will be considered as professional services.
- d. **Asset Identification and Map Data** – The customer will retain ownership and custodianship of all mapping and GIS data, and RedZone will not directly modify the customer's maps. RedZone will make reasonable efforts to associate each report and all inspection results to an asset on the customer's map within the ICOM3 software. In cases where RedZone is unable to associate results to an asset on the customer's map, including cases where the customer's map is inaccurate and is missing the appropriate asset, RedZone will identify these discrepancies in a report.

SOFTWARE SERVICES TERMS AND CONDITIONS

1. **Grant of Access to Software Services.** RedZone hereby grants to Client and its Authorized Users access to the Software Services as described herein, through User Identities (defined below) for Client's internal purposes and Client accepts such access on a non-exclusive basis, subject to the terms and conditions set forth in this Agreement. Client's rights hereunder, and access to the Services, are non-assignable, non-transferable, and non-sublicenseable.

2. Obligations of Client.

(a) Client has appointed an individual (or individuals) ("**Administrative User**") to serve as liaison between Client, Authorized Users and RedZone. Administrative Users are Client's duly authorized agents to act on behalf of Client on all matters related to the Software Service.

(b) Client shall have sole responsibility for deciding which of its employees, contractors, agents and sub-contractors ("**Authorized Users**") will be granted access rights to the Software Services to act on behalf of the Client to enter and access data in and through the Software Services. The Administrative User shall identify Client personnel to be provided access to the Software Services as Authorized Users by submitting requests through the Software Services ("**New User Registration Requests**"). RedZone shall be entitled to rely on New User Registration Requests, and the information submitted in connection therewith, submitted under the Administrative User's User Identity as the sole basis for determining Client's authorization in granting access to Authorized Users identified on such New User Registration Requests.

(c) The identity of Authorized Users will be verified by the use of user names together with a password, as created by the Administrative User or the Authorized User using the Software Services ("**User Identities**"). Client agrees that it is solely responsible for securing its User Identities and not sharing such User Identities with others. RedZone will assume that any person using the Services under a given User Identity is the individual associated with such User Identity in RedZone's records and will grant access to information and any other capabilities accordingly. Using, or permitting the use of, the Services under User Identities not actually assigned to a particular individual is prohibited.

(d) Client will be solely responsible for maintaining and updating its roster of Authorized Users, including without limitation, updating its roster of Authorized Users in response to changes in employment relationship with specific Authorized Users ("**Access Control Administration**"). Client will be responsible for ensuring that each Authorized User understands and agrees to the standards of

RedZone Robotics, Inc.



conduct and use for the Services set forth herein before Administrative User's submission of a New User Registration Request on behalf of such individual.

(e) Client agrees that the Service will be used solely for the purposes and functions contemplated by this Agreement and shall refrain from using the Service for any other purpose ("**Prohibited Conduct**"). "**Prohibited Conduct**" shall include, but is not limited to, accessing, tampering with or using areas of the Services or RedZone's computer systems that exceed the scope of Client's authorization; tampering with or attempting to access other user accounts or information of other users; attempting to gather and use information available from the Services to transmit any unsolicited advertising; and the knowing transmission of any viruses, trojan horses, trap doors, back doors, worms, time bombs, cancelbots or other malicious code or computer programming routines that may be introduced to the Services or other computer network systems of RedZone as a result of access thereto by Client and its Authorized Users. Client shall be strictly liable to RedZone for, and shall hold RedZone harmless from and against, any losses, claims or other damages it may incur as a result of prohibited conduct by Client or its Authorized Users.

(f) Client agrees not to use the Service in a manner that results in excessive bandwidth or storage capacity usage. RedZone reserves the right, in its sole discretion, to determine whether and what action to take in response to any excess bandwidth or storage capacity usage, including without limitation temporary suspension or restriction of Services for Client and/or termination (after consultation with Client).

(g) Client represents, warrants and covenants to RedZone that all data and other information provided to RedZone uploaded or input by or on behalf of Client or its Authorized Users to the Service:

(i) shall not infringe on the Intellectual Property Rights of any third party or any rights of publicity or privacy; and

(ii) shall not violate any law, statute, ordinance, or regulation (including without limitation the laws and regulations governing export control, unfair competition, antidiscrimination, or false advertising).

"**Intellectual Property Rights**" means any and all present or future tangible and intangible (i) rights associated with works of authorship, including but not limited to copyrights, moral rights, and mask-works, (ii) trademark and trade name rights and similar rights, (iii) trade secret rights, (iv) patents, designs, algorithms, and other industrial property rights, (v) all other intellectual and industrial property rights (of every kind and nature throughout the universe and however designated) (including logos, "rental" rights and rights to remuneration), whether arising by operation of law, contract, license, or otherwise, and (vi) all registrations, initial applications, renewals, extensions, continuations, divisions, or reissues hereof now or hereafter in force (including any rights in any of the foregoing).

(i) Hardware, software and other equipment used by Client to access the Software Services must meet the minimum computing requirements and other specifications as defined in RedZone's product literature, as RedZone may adjust from time to time.

(j) Client is responsible for all Internet, communication and other costs associated with the use of the Services.

3. Data Security Reviews. RedZone hereby represents and warrants that all data centers used in the provision of Software Services hereunder have been the subject to an annual SAS70 Type II audit with no material deficiencies in controls reported and will continue to be subject to an annual data security audit, whether under the SAS70 Type II standard or a reasonably similar successor to the SAS70 standard

4. Data. Client shall hold all right, title and interest in and to (a) all data and information provided by Client to RedZone during the Term of this Agreement; and (b) all video data resulting from condition assessment and the formatted data table of the inspection results pertaining to Client and/or its wastewater system or other assets ("**Client Data**"); provided however Client hereby grants to RedZone a limited, fully-paid, royalty free, worldwide, non-exclusive, irrevocable, right and license to use, reproduce, modify, adapt, enhance, improve, create derivative works of, publish, edit, translate, distribute, publicly perform, display and otherwise exploit the Client Data and any other data pertaining to Client for the purpose of performing RedZone services for Client under this Agreement and for any other RedZone purpose.

5. Technical Support. RedZone shall provide the following support services during the Term hereof ("Support Service"). Support Service includes program updates, fixes, security alerts, critical patch updates, general maintenance releases, selected functionality releases, and documentation updates. Technical support regarding the use of the Software Service will be available between the hours of 9:00 a.m. and 7:00 p.m., Eastern Time ("Normal Business Hours"), Monday through Friday, excluding United States federal holidays. Support will be available by telephone or e-mail via contact information that will be provided on request.

RedZone Robotics, Inc.

RedZone shall use commercially reasonable efforts to respond to calls and requests for Technical Support received outside of Normal Business Hours on the next business day. Client acknowledges that technical support to be provided by RedZone is limited to the use of the Services and does not include "help desk" assistance or similar user or technical support to Client or its Authorized Users with regard to interactions between the Service and Client hardware and/or software. Client shall be solely responsible for all such support for the benefit of its Authorized Users. Although RedZone personnel may attempt to offer assistance with such interactions between the Service and Client hardware and/or software, such issues are beyond the scope of RedZone's obligations hereunder and any advice as to such interactions shall be offered at Client's sole risk and Client and its Authorized Users agree to defend and hold RedZone harmless from and against, any losses, claims or other damages it may incur as a result of any advice given by RedZone personnel regarding interactions between the Services and Client hardware and/or software.

6. Planned Maintenance. From time to time, RedZone and/or a third party-hosting provider (the "RedZone Host") will update the processing server(s) on which the Services reside. Client will be notified in advance of all outages due to planned maintenance.

CLIENT SOFTWARE LICENSE TERMS AND CONDITIONS

7. Client Software License. As part of the Software Services, RedZone will provide to Client and its Authorized Users, software downloadable through the Software Services for local installation (the "**Client Software**"). Such Client Software is owned by RedZone and/or its licensors and is licensed, not sold, to Client and its Authorized Users as follows. RedZone hereby grants to Client and its Authorized Users a time-limited, revocable, non-exclusive, non-transferable, non-sublicenseable right and license to download, install and use the Client Software on equipment owned by Client and/or its Authorized Users, solely for the purpose of downloading, storing, viewing, interacting with Client Data and the hosted Software Services for Client's benefit. Except as expressly set forth herein, neither Client nor any of its Authorized Users acquire any licenses or other rights to any intellectual property of RedZone. Client and its Authorized Users are entitled only to those rights with respect to the Client Software as are expressly granted by this Agreement. Any rights that are not expressly granted by this Agreement shall not be implied. Under no circumstance, and at no time, may Client or its Authorized Users: (a) copy, reproduce, or distribute the Client Software; (b) assign, sublicense, rent or lease or use in a service bureau capacity the Client Software; (c) reverse engineer, decompile, disassemble, modify, translate, make any attempt to discover the source code of the Client Software, or create derivative works from the Client Software; (d) reverse engineer, decompile, disassemble, modify, translate, or distribute the database(s) distributed and associated with the Client Software; (e) evaluate or use the Client Software for the purpose of competing with RedZone in any manner; or (f) facilitate the evaluation or use of the Client Software for the purpose of competing with RedZone in any manner.

8. Updates. RedZone will deliver updates, upgrades and modifications to the Client Software ("**Updates**") and associated local instance of Client Data database when an Authorized User logs into the hosted Software Services using the Client Software. Client shall be responsible for ensuring that each copy of Client Software hereunder is kept current through this connection mechanism and RedZone shall not be responsible for supporting any copy of the Client Software that has not been updated within the six (6) months immediately preceding a request for support.

9. Client Software License Term and Termination.

(a) In the event RedZone terminates this Agreement for Client's material, uncured breach, the license in the Client Software shall terminate upon the termination or expiration of this Agreement.

(b) In the event Client terminates this Agreement for RedZone's material, uncured breach, Client shall have an additional thirty (30) day post-termination period to continue to use the Client Software in compliance with the license terms set forth in Section 7 above solely for the purpose of exporting or otherwise transitioning Client Data out of the Client Software prior to deletion. The Client Software shall not have any connectivity with the hosted Software Services and RedZone shall have no obligation to otherwise provide Support or Technical Support to Client during this thirty (30) day post-termination period. At the end of this thirty (30) day post-termination period, the license in the Client Software shall terminate without any further action or notice.

(c) In the event this Agreement expires at the end of the full, completed Term, provided Client has paid all amounts due RedZone under this Agreement without hold back or set-off, Client shall have one perpetual, fully-paid, non-exclusive, non-transferable, non-assignable, non-sub-licensable local usage license of the ICOM3 software to be used in compliance with the other, non-conflicting license terms set forth in Section 7 above solely for Client's internal purposes. At that time an annual Subscription, Hosting, Upgrades, Maintenance and Support contract is optional. If selected, the annual Subscription, Hosting, Upgrades, Maintenance and Support fees will be due in accordance with The Proposal attached hereto. These fees will cover the hosting of

RedZone Robotics, Inc.

the application, upgrades, bug fixes and both telephone and e-support. Increases to these annual fees will not exceed 10% for any renewal period. If at any point subsequent to the expiration of this initial full, completed Term, Client fails to pay such annual fees, Client Software used under this license shall not have any connectivity with the hosted Software Services and RedZone shall have no obligation to otherwise provide Support or Technical Support to Client or its Authorized Users using the Client Software under this post-termination license.

(d) Upon termination of the license in the Client Software pursuant to Sections 9(a) or 9(b) above, Client shall immediately remove all copies of the Client Software from equipment owned by Client or its Authorized Users using the uninstall functionality included with the Client Software.

(e) Upon request by RedZone, Client shall provide a written, signed certificate from an authorized individual certifying Client's compliance with this Section 9.

PROFESSIONAL SERVICES TERMS AND CONDITIONS

10. Professional Services. RedZone will provide project management services, perform wastewater system inspections, collect and process inspection data, integrate or otherwise convert/process pre-existing, Client-provided inspection data for use with the Software Services, all as described on Exhibit A and subject to the terms and conditions set forth in this Agreement.

11. Client's Responsibilities. Client shall provide all reasonable cooperation and assistance to RedZone in its performance of Services hereunder, including without limitation implementing the mutually agreed upon Project Plan prepared and agreed upon by the parties after execution of this Agreement.

To the extent specific work is scheduled to occur at a specified location pursuant to the Project Plan, Client shall not cancel or delay such schedule without at least five (5) business days' prior written notice. If Client does not meet this notice requirement and cancels or delays scheduled services, then RedZone reserves the right to charge Client for downtime and associated costs and expenses on a time and materials basis, including without limitation modification of travel or lodging plans.

12. Client Provided Labor. Where the Client provides labor for RedZone, the Client will hold RedZone harmless for liability, loss or expense for work-related injuries to those laborers not provided by RedZone. Client agrees to waive all rights of subrogation against RedZone arising out of the work in this Agreement, except where RedZone, its employees or agents have negligently participated in an activity or participated in an activity which is intentionally injurious to Client, its employees or agents. Client agrees to comply with all local, state and federal regulations, including regulations governing issues pertaining to the environment, employee safety and health, public safety, and vehicular safety, such as those regulations enforced by the United States Occupational Safety and Health Administration, Environmental Protection Agency, Mine Safety and Health Administration and Department of Transportation. This includes all training of customer's employees and provision of suitable and safe equipment, as required by the applicable governmental regulations.

13. Pre-existing Conditions. RedZone will not be responsible for liability, loss or expense (including damage caused by the backup of basement sewers) where the primary cause of the claim or damage is pre-existing conditions including faulty, inadequate or defective design, construction, maintenance or repair of property or contamination of the subsurface where the condition existed prior to the start of RedZone's work at the location in question. Client is responsible for loss of service equipment caused by the pre-existing conditions at the jobsite.

14. Environmental Conditions. All debris encountered by RedZone during performance of onsite Services hereunder is represented by Client to RedZone to be non-hazardous, requiring no manifesting or special permitting. Client shall be responsible for any additional costs or claims associated with the treatment, storage, disposal of the removed debris, or breach of the above representation, at any time during or after the completion of this project.

15. Undisclosed and Paper Structures; Interpretation of Drawings. RedZone assumes no liability for any errors or omissions in any drawings, maps, data or other information provided or required by Client, including any errors or omissions made by RedZone in interpreting such data and information. Client acknowledges that the presence of undisclosed or paper structures (failing to disclose the presence of a manhole that exists, or asserting a manhole exists when it does not) may compromise RedZone's ability to accurately present analysis of pipe conditions. Without limiting any other provision of this Agreement, Client further represents and warrants that it has provided to RedZone documentation describing the existing network and structures to the best of Client's ability. If undisclosed or paper structures are encountered or discovered during the course of work then RedZone will notify client during fieldwork or inspection and, except for the provisions set forth herein with respect

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to additional allowances for unknown manholes, RedZone shall apply the negotiated rates for Additional Services as set forth herein to Services provided in relation to such undisclosed or paper structures. This will apply to the upstream and downstream inspection, processing, and reporting and will also result in an extension of 10 days for the delivery of required report for the affected sewers.

16. Limit of duty to address errors and omission. Client shall have up to thirty (30) days after a particular report has been delivered or made available to Client to notify RedZone in writing of any errors or omissions on such an inspection report. Any changes after this date must be agreed upon between both parties and may result in additional charges to the Client.

GENERAL TERMS AND CONDITIONS OF SERVICE

17. Excusable Delay or Failure to Perform. RedZone will use commercially reasonable efforts to keep the Software Service available for Client's use and the use of its Authorized Users. Likewise, RedZone shall use commercially reasonable efforts to meet any mutually agreed upon time to complete Data Gathering/Inspection Services or Reporting Services as set forth herein or to otherwise perform Services. Notwithstanding anything to the contrary however, RedZone does not and will not be responsible for any loss or unavailability of the Software Service, delay, inability or other failure to provide Professional Services that results from a cause over which RedZone does not have reasonable and direct control, including, but not limited to, failure of electronic or mechanical equipment or communication lines, telephone or other interconnect problems, computer viruses, unauthorized access, theft, operator errors, severe weather, earthquakes, or natural disasters, strikes or other labor problems, wars, or governmental restrictions, Client's failure to make agreed upon resources available, arrange for work sites or access to sections of the wastewater system on an agreed upon schedule, delays in issuance of required permits or work authorizations not caused by RedZone's negligence or willful misconduct, failure to provide information required by RedZone to provide the Services, or provision of materially inaccurate or misleading information. Neither party will be deemed in default of this Agreement as a result of a delay in performance or failure to perform its obligations caused by acts of God or governmental authority, strikes or labor disputes, fire, acts of war, failure of third party suppliers, or for any other cause beyond the control of that party. Notwithstanding the foregoing, Client shall not be excused from making any payments hereunder based upon the foregoing.

18. Term and Termination; Effect of Termination.

(a) This Agreement shall become effective upon the Effective Date and continue for the Term as defined in Exhibit A.

(b) Either party may terminate this Agreement for a material breach of obligations hereunder by the other party; provided the terminating party provides the other party with at least thirty (30) days' prior written notice of its intent to terminate (which notice shall include a reasonably detailed description of the nature of the alleged breach) and the other party fails to cure such breach.

(c) With respect to any Authorized User, RedZone reserves the right, without notice, (i) to revoke any User Identity; (ii) to require Authorized User(s) to change User Identities; (iii) suspend or restrict connectivity between Client Software and the hosted Software Services and/or (iv) to deny, limit or terminate access to the Service or any portion thereof, whether for Service security purposes, or for violation of the terms and conditions of use referenced herein.

(d) In addition to the effects of termination as set forth in Section 9 above, upon termination or expiration of this Agreement for any reason, (i) Client shall pay to RedZone all fees, costs and expenses due and payable for Services provided prior the effective date of such termination or expiration; (ii) RedZone shall have no further obligation to provide Services to Client, except as expressly set forth in Section 12; and (iii) Client shall have no further right to access or receive Services hereunder, except as expressly set forth in Section 12.

19. Title.

(a) Ownership of Client Data. Ownership of all Client Data shall remain with Client, provided that Client grants to RedZone the limited rights and licenses as set forth in Section 4 above. RedZone recommends that Client regularly backup Client Data via export using functionality available through the Service. Client acknowledges and agrees that RedZone shall have the right, but not the obligation, to delete some or all of the Client Data from RedZone equipment upon termination or expiration of this Agreement and Client acknowledges that, upon termination or expiration of this Agreement, RedZone shall have no further obligation to Client to preserve or store Client Data.

RedZone Robotics, Inc.

(b) RedZone Ownership. Except for those rights and licenses expressly granted by RedZone to Client hereunder, RedZone does not grant any other express or implied right(s) to Client and/or any of its Authorized Users under any patent(s), copyright(s), trademark(s), or trade secret information through the Service. Accordingly, unauthorized use of any material contained on this Service may violate copyright laws, trademark laws, trade secret laws, the laws of privacy and publicity, and other regulations and statutes. The contents of and all materials distributed in conjunction with the Service are copyright RedZone Robotics, Inc. and/or its affiliates or licensors, all rights reserved. RedZone also owns copyrights in the Service and the Client Software, each as a whole as well as in each component as collective works and/or compilations, and in the selection, coordination, arrangement, and enhancement of the Service's content. RedZone and all other names, logos, and icons identifying RedZone's products and services are proprietary marks of RedZone and its affiliates, and any use of such marks without the express written permission of RedZone is strictly prohibited. Other product and company names mentioned on this Service may be the marks of their respective owners.

20. Disclaimer of Warranties

(a) EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH HEREIN, ALL INFORMATION, DATA, SOFTWARE, AND SERVICES PROVIDED THROUGH THE SERVICE ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND. REDZONE DISCLAIMS AND CLIENT HEREBY WAIVES ALL WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO, TITLE, NONINFRINGEMENT, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR INTENDED USE, ANY WARRANTY OF COMPATIBILITY BETWEEN THE SERVICE AND CLIENT OWNED EQUIPMENT OR SOFTWARE, OR ANY LIABILITY IN NEGLIGENCE, TORT, STRICT LIABILITY OR OTHERWISE, WITH RESPECT TO THE SERVICE, EQUIPMENT, SOFTWARE, INFORMATION OR DATA. CLIENT AGREES THAT REDZONE SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES UNDER ANY CIRCUMSTANCES, INCLUDING, BUT NOT LIMITED TO, LOSS OF REVENUES, EVEN IF REDZONE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

(b) Notwithstanding anything to the contrary herein, the conditions of Client's use and application to Client's maintenance, budgeting or other decisions of output of the Services and other recommendations, advice and information (whether verbal or written) provided by RedZone hereunder, including criticality rating, (together, the "Recommendations") are beyond RedZone's control. Therefore, it is imperative that Client evaluate for itself all data, information and Recommendations provided by RedZone hereunder to determine to Client's own satisfaction whether such data, information, or Recommendations are suitable, are accurate, current, and appropriate for the specific circumstances and timing of Client's use of the Service and subsequent decision making. This analysis at least must include Client's own evaluation of the data, information and Recommendations in light of Client's own knowledge of its assets. RedZone may not be aware of all of the specific facts and circumstances of Client and its inventoried assets which could affect the validity, timeliness, accuracy, appropriateness and/or regulatory compliance of Client's use or application of the data, information and Recommendations presented via the Service. RedZone is also not responsible for providing, or failing to provide, architectural, engineering or surveying professional services. It is expressly understood and agreed that Client assumes and hereby expressly releases RedZone from all liability, in tort, contract or otherwise, to the extent related to Client's application and use of the data, information and Recommendations presented via the Service. CLIENT IS SOLELY RESPONSIBLE FOR THE ACCURACY, RELIABILITY, CURRENTNESS AND CONTENT OF ALL DATA PROVIDED BY CLIENT TO REDZONE FOR USE WITH THE SERVICES. REDZONE DOES NOT WARRANT THE AVAILABILITY, ACCURACY, RELIABILITY, CURRENTNESS AND CONTENT OF ANY DATA OR INFORMATION DOWNLOADED OR OTHERWISE VIEWED, OBTAINED OR ACQUIRED THROUGH THE USE OF THE SERVICES. CLIENT ACKNOWLEDGES THAT ANY DATA OR INFORMATION DOWNLOADED OR OTHERWISE VIEWED, OBTAINED OR ACQUIRED THROUGH THE USE OF THE SERVICES ARE AT CLIENT'S SOLE RISK AND DISCRETION AND REDZONE WILL NOT BE LIABLE OR RESPONSIBLE FOR ANY DAMAGE TO CLIENT OR ITS PROPERTY. REDZONE SHALL NOT BE LIABLE TO CLIENT, CLIENT'S CUSTOMERS OR ANY OTHER THIRD PARTIES NOR DEEMED TO BE IN DEFAULT OF THIS AGREEMENT, ON ACCOUNT OF ANY DELAYS, ERRORS, MALFUNCTIONS, COMPATIBILITY PROBLEMS OR BREAKDOWNS WITH RESPECT TO THE SERVICE, REDZONE EQUIPMENT, DATA OR SERVICES PROVIDED HEREUNDER, UNLESS SUCH DELAY, ERROR, MALFUNCTION OR BREAKDOWN RESULTS SOLELY FROM THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF REDZONE.

(c) Notwithstanding anything to contrary set forth in this Agreement, in no event shall RedZone's liability or obligation for any claim, damage or other liability arising from any cause of action hereunder, regardless of the form of the action, exceed the amount actually paid to RedZone by Client for twelve months of Services hereunder. THE PARTIES ACKNOWLEDGE THAT THE LIMITATIONS OF LIABILITY CONTAINED IN THIS SECTION ARE A FUNDAMENTAL AND INTEGRAL PART OF THE BASIS OF EACH PARTY'S BARGAIN HEREUNDER, AND

RedZone Robotics, Inc.

REDZONE WOULD NOT ENTER INTO THIS AGREEMENT ABSENT SUCH LIMITATIONS.

21. Confidentiality.

(a) **Confidential Information.** As used in this Agreement, "**Confidential Information**" shall mean all information concerning or related to this Agreement (in the case of both the Client and RedZone), the Client Data (in the case of Client), (and in the case of RedZone) the Service, the Client Software, the RedZone tools, methodology and any other component or aspect of the Service, and the related technology, operations, or prospects of each party, regardless of the form in which such information appears and whether or not such information has been reduced to a tangible form, and shall specifically include (a) all information regarding customers, suppliers, distributors, sales representatives, business partners, and licensees of each party, whether present or prospective, except for such information regarding such entities which may be disclosed by the owner of such information to the general public in the ordinary course of business, (b) all inventions, discoveries, trade secrets, processes, techniques, methods, formulae, ideas, and know-how relating to the Service, and (c) all financial or business information regarding each party and its Affiliates; provided, that the Confidential Information shall not include (x) information which is or becomes generally known to the public through no act or omission by a party or its Affiliates and (y) information which has been or hereafter is lawfully obtained by a party from a source other than the other party or its Affiliates or their respective officers, directors, employees, equity holders, or agents, so long as, in the case of information obtained from a third party, such third party was or is not, directly or indirectly, subject to an obligation of confidentiality owed to the other party or any of its Affiliates or their respective officers, directors, employees, equity holders, or agents at the time such Confidential Information was or is disclosed to the other party. As used herein, an "**Affiliate**" of a party shall mean an entity which controls, is controlled by or is under common control with such party, and the term "**control**" shall mean, with respect to any entity, the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of such entity, whether through ownership of voting securities, by contract or otherwise.

(b) **Nondisclosure of Confidential Information.** Except as otherwise permitted by subsection (c) and the right and license granted to RedZone under Section 4 hereof, each party agrees that it will not, without the prior written consent of the other party, disclose or use for its own benefit any Confidential Information of the other party.

(c) **Permitted Disclosures.** Each of the parties shall be permitted to: (i) disclose Confidential Information of the other party to its officers, directors, employees, and agents, but only to the extent reasonably necessary in order for each party to perform its obligations hereunder, and each party shall take all such action as shall be necessary or desirable in order to ensure that each of such persons maintains the confidentiality of any Confidential Information that is so disclosed; (ii) disclose Confidential Information of the other party to the extent, but only to the extent, required by law; provided, that prior to making any disclosure pursuant to this subsection, the party required to make such disclosure (the "**Disclosing Party**") shall notify the other party (the "**Affected Party**") of the same, and the Affected Party shall have the right to participate with the Disclosing Party in determining the amount and type of Confidential Information of the Affected Party, if any, which must be disclosed in order to comply with applicable law; and (iii) use Confidential Information for purposes of a party performing its obligations and exercising its rights hereunder. Client shall pay all costs and expenses, including reasonable attorneys' fees, incurred by RedZone or its Affiliates in connection with any subpoena directed to RedZone or its Affiliates with respect to the Confidential Information of Client.

(d) **Equitable Relief.** Each party acknowledges and agrees that the other party would be irreparably damaged in the event that the provisions of this Agreement relating to Confidential Information are not performed by each party in accordance with their specific terms or are otherwise breached. Accordingly, each party agrees that the other party shall be entitled to an injunction or injunctions to prevent breaches of this Agreement and shall have the right to specifically enforce this Agreement and the terms and provisions hereof in addition to any other remedy available at law or in equity.

22. General Provisions.

(a) Nothing in this Agreement is intended or shall be construed to create or establish an agency, partnership, or joint venture relationship between the parties.

(b) All Fees are exclusive of any sales, value-added, foreign withholding or other government taxes, duties, fees, excises, or tariffs imposed on the production, storage, licensing, sale, transportation, import, export or use of the Service or performance of any Support Service (collectively, "Taxes"). Customer is responsible for, and if applicable, will reimburse RedZone within thirty (30) days of request for all such Taxes and any related penalties, except for taxes imposed on RedZone's income.

RedZone Robotics, Inc.

91 43rd Street, Suite 250

Phone 412.476.8980

Pittsburgh, PA 15201

Fax 412.476.8981

www.redzone.com

(c) No waiver by either party of any provision or any breach of this Agreement constitutes a waiver of any other provision or breach of this Agreement and no waiver shall be effective unless made in writing. The right of either party to require strict performance and observance of any obligations hereunder shall not be affected in any way by any previous waiver, forbearance or course of dealing.

(d) Client shall not sell, assign, license, sub-license, or otherwise convey in whole or in part to any third party this Agreement or the services provided hereunder without the prior written consent of RedZone, except that Client may freely assign all rights, title, interest and obligations under this Agreement to any taker of all, or substantially all of Client's assets. Notwithstanding anything to the contrary set forth in this Agreement, Client shall have the right to sub-license access to the Services to sub-contractors to the extent necessary to enable or permit such sub-contractors to utilize the Service on Client's behalf to perform data processing services for Client's benefit.

(e) This is a non-exclusive agreement. Similar agreements may be entered into by either party with any other person.

(f) This Agreement shall be considered a contract governed by Ohio law and any disputes regarding this Agreement shall be heard by the state and federal courts of Allegheny County, and each party consents to the exclusive jurisdiction of such courts. The Service is controlled and operated by RedZone from its offices within the United States. RedZone makes no representation that materials in the Service are appropriate or available for use in other locations, and access to them from territories where any of the contents of this Service are illegal is prohibited. Those who choose to access this Service from other locations do so on their own volition and RedZone is not responsible for their compliance with applicable local laws.

(g) If any part of this Agreement is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of this Agreement shall continue in effect.

(h) This Agreement, together with Exhibit and mutually executed Service Orders, constitutes the final and complete understanding and agreement between the parties concerning the subject matter hereof. Any prior agreements, understandings, negotiations or communications written or otherwise are deemed superseded by this Agreement. This Agreement may be modified only by a further written agreement executed by an authorized representative of the parties hereto.

(i) Upon execution of this Agreement, RedZone shall be entitled to (i) represent that Client is a customer of RedZone's products, including without limitation including Client's name and/or logo on RedZone's website; and (ii) issue a press release announcing this Subscription Agreement.

(j) Client hereby consents to the inclusion of Customer's name and marks in RedZone's marketing and publicity materials listing Client as a customer of RedZone and, upon RedZone's reasonable request, to serve as a reference for RedZone.

(k) To the extent that either party commences an action against the other party, the prevailing party shall be entitled to recover its reasonable attorneys' fees incurred in connection with said action or litigation.

(l) To the extent that the language set forth in this Agreement conflicts with the language of any other agreement entered into between the parties with respect to the Services, the language set forth herein shall prevail.

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Quote No. 63-0-2017/ET Wastewater Collection System Condition Assessment				Altair Environmental Group		Enviro Waste Services Group		National Water Main		RedZone Robotics	
				710 S. Milwee Street		18001 Old Cutler Rd, Ste 554		1806 Newark Turnpike		91 43rd Street	
				Longwood, FL 32750		Palmetto Bay, FL 33157		Kearny, NJ 07032		Pittsburgh, PA 15201	
				407-339-7134/407-339-6618		877-637-9665/877-637-9659		973-483-3200/973-483-5065		412-476-8980/412-476-8981	
				admin@altairenvironmental.com		urt.maring@envirowastesg.com		bidreg@nwmcc.com		syngst@redzone.com	
Item	Description	UOM	QTY	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
1	Condition Assessment Per Specifications	LF	75000	\$1.85	\$138,750.00	\$1.50	\$112,500.00	\$0.90	\$67,500.00	\$0.80	\$60,000
2	Data Analysis Software Program, Licensing, Maintenance Support, Upgrades, Training, Data Storage and Hosting for Year 1	LS	1	\$1,500.00	\$1,500.00	\$50,000.00	\$50,000.00	\$8,500.00	\$8,500.00	\$0.00	\$0.00
3	Convert Existing Video of NASSCO Coding	LF	50000	\$0.05	\$2,500.00	\$0.35	\$17,500.00	\$0.30	\$15,000.00	\$0.18	\$9,000.00
TOTAL PROPOSAL PRICE					\$142,750.00		\$180,000.00		\$91,000.00		\$69,000.00
4	Annual Software Maintenance Fee for Years 2-5	YR	4	\$0.00	\$0.00	\$7,600.00	\$30,400.00	\$400.00	\$1,600.00	\$6,000.00	\$24,000.00
5	Annual Data Storage Fee for Years 2-5	YR	4	\$350.00	\$1,400.00	\$3,500.00	\$14,000.00	\$1,000.00	\$4,000.00	\$0.00	\$0.00
6	Video/Inspection of Manholes	EA	4,500	\$39.00	\$175,500.00	\$125.00	\$562,500.00	\$125.00	\$562,500.00	\$130.00	\$585,000.00
7	GPS Location of Manholes	EA	4,500	\$19.00	\$85,500.00	\$30.00	\$135,000.00	\$25.00	\$112,500.00	\$35.00	\$157,500.00

Quote No. 63-0-2017/ET Wastewater Collection System Condition Assessment				Vacvision Environmental	
				10200 US Hwy 92 East	
				Tampa, FL 33610	
				864-236-7478/813-626-0777	
				wkingery@vac-vision.com	
Item	Description	UOM	QTY	Unit Price	Total
1	Condition Assessment Per Specifications	LF	75000	\$1.25	\$93,750.00
2	Data Analysis Software Program, Licensing, Maintenance Support, Upgrades, Training, Data Storage and Hosting for Year 1	LS	1	\$45,000.00	\$45,000.00
3	Convert Existing Video of NASSCO Coding	LF	50000	\$1.25	\$62,500.00
TOTAL PROPOSAL PRICE					\$201,250.00
4	Annual Software Maintenance Fee for Years 2-5	YR	4	\$15,000.00	\$60,000.00
5	Annual Data Storage Fee for Years 2-5	YR	4	\$15,000.00	\$60,000.00
6	Video/Inspection of Manholes	EA	4,500	\$100.00	\$450,000.00
7	GPS Location of Manholes	EA	4,500	\$100.00	\$450,000.00



CITY OF PALM BAY
PUBLIC UTILITIES DEPARTMENT
1105 CLEARMONT ST. NE
PALM BAY, FL 32905

11/09/17

11/09/17

180494

REDZONE ROBOTICS INC
91 43RD ST
PITTSBURGH, PA 15201

CITY OF PALM BAY
UTILITIES DEPARTMENT
1105 CLEARMONT ST. NE
PALM BAY, FL 32905

REQUISITION NO	DATE ISSUED	ACCOUNTING	SUB POINT
14282	12/01/17	421-8030-535.34-09	PALM BAY, FL
REQUISITION NO	ISSUANCE DATE	ACCOUNTING	CONTRACT NO
C. SMITH 9523423	11/08/17	62719	63-2017RZ
DESCRIPTION	ITEM DESCRIPTION	QUANTITY	TOTAL PRICE
1 114516.00FT	INSPECTION OF PIPE WITH SOLO ROBOTS TO BE PACP CODED ICOM SOFTWARE TRAINING INCLUDED PER 63-0-2017/ET PIPE SIZE 8"	.8000	91612.80
2 7720.00FT	PIPE SIZE 10"	.8000	6176.00
3 1893.00FT	PIPE SIZE 12"	.8000	1514.40
SUB-TOTAL			99303.20
TOTAL			99303.20

BILL TO: CITY OF PALM BAY - ACCOUNTS PAYABLE 1105 CLEARMONT ST. PALM BAY, FL 32905	APPROVED: BOBBY MANSAL CHIEF PUBLIC UTILITIES DEPARTMENT
FEDERAL IDENTIFICATION NO. 99-001284	FEDERAL IDENTIFICATION NO. 99-001284



CITY OF PALM BAY
PUBLIC UTILITIES DEPARTMENT
1105 CLEARMONT ST. NE
PALM BAY, FL 32905

DATE OF ORDER
11/09/17

11/09/17

180503

REDZONE ROBOTICS INC
91 43RD ST
PITTSBURGH, PA 15201

CITY OF PALM BAY
UTILITIES DEPARTMENT
1105 CLEARMONT ST. NE
PALM BAY, FL 32905

SENDER NO		DATE RECEIVED		ACCOUNT NO		CITY/TOWN	
14282		12/01/17		421-8030-535.31-24		PALM BAY, FL	
C. SMITH 9523423		06/23/17		61649		63-2017RZ	
1	57500.00FT	INSPECTION OF 8" PIPE WITH SOLO ROBOTS TO BE PACP CODED ICOM SOFTWARE TRAINING INCLUDED PER 63-0-2017/ET				.8000	46000.00
						SUB-TOTAL	46000.00
						TOTAL	46000.00
REMARKS: PLEASE DISREGARD THE QUANTITY AND UNIT COSTS ON THE ABOVE PURCHASE ORDER, THEY ARE REVERSED DUE TO OUR SOFTWARE. THIS WILL ALLOW YOU TO BE PAID IN PARTIAL PAYMENTS.							
BILL TO: CITY OF PALM BAY 126 N W ALLEN RD PALM BAY, FL 32909				APPROVED: <i>Bobbie Mansula</i> CITY OF PALM BAY CITY ENGINEER			
FEDERAL IDENTIFICATION NO. 123456789				FLORIDA STATE SALES TAX NUMBER CERTIFICATE NO. 123456789			