

**EXHIBIT A
TO TASK ORDER UNDER MASTER AGREEMENT
BETWEEN OWNER AND ENGINEER
May 2023**

This is an exhibit attached to and made a part of and incorporated by reference into the Original Agreement, dated September 4, 2018 between CDM Smith Inc. (ENGINEER) and Town of Apex (OWNER) for professional services.

1.0 ENGINEER'S SERVICES

The Lead and Copper Rule Revisions (LCRR) require planning, submittals and modified procedures for water utilities prior to the compliance date of October 16, 2024. ENGINEER will assist with the OWNER with development of a program to address requirements for compliance with the LCRR.

This Scope of Services is for implementation of a data management solution using leadCAST.

2.0 SCOPE OF WORK

ENGINEER will provide the following services under this Scope or Work:

Task 7 – Implement Data Management Solution – Trinnex Product and Services

ENGINEER will migrate the Lead Service Line Inventory developed by CDM Smith under previous agreement into an inventory file within the leadCAST platform. ENGINEER will assist OWNER with implementation of software platform for the initial SLM inventory.

ENGINEER will partner with Trinnex Inc. (“Trinnex”) and utilize its leadCAST and digital services to build a centralized data repository accessible through various endpoints (“Trinnex Products and Services”). The cost for the setup of the leadCAST platform is included in the Scope of Services and ENGINEER and OWNER will obtain a subscription to the software platform for a period of up to three years. Trinnex is the sole manufacturer, distributor and/or supplier of the Trinnex Products and Services and all Trinnex Intellectual Property. As a condition of being granted a subscription to the Trinnex Product and Services, OWNER agrees to the terms in the Trinnex Master Service Agreement, attached hereto as Exhibit B:

All warranties with regard to Trinnex Products (if any) are made ONLY by Trinnex. ENGINEER provides Trinnex Products and Services "AS IS" AND ENGINEER EXPRESSLY DISCLAIMS ANY WARRANTIES OR CONDITIONS, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, NONINFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE, OR ANY WARRANTY FOR SYSTEM INSTALLATION, SYSTEM PERFORMANCE, THROUGHPUT, UPTIME, UNINTERRUPTED OR ERROR-FREE OPERATION. In the event that the terms of Exhibit B conflict with the terms of this Agreement, any OWNER Request for Proposals, or ENGINEER Proposal, or any other agreement with respect to the Trinnex Products and Services, the terms of this Agreement shall govern.

The following services will be provided:

leadCast basic Tier 1 – Annual Subscription

Features of this include: Cloud-based platform, data point and milestone tracking, data cleansing and aggregation, field validation/ tracking module, inventory dashboard and map, data sharing with stakeholders, hosted public application.

The annual subscription rate is \$8,500 for up to three years.

leadCast Predict – Annual Subscription

Service line level predictions available in inventory database and map, a model report containing process steps and model performance assessment, custom data pre-processing including model feature engineering to support optimal performance and reliability. Subscription is bill annually.

Year 1 Price: \$14,000

Year 2 Price: \$10,500

Year 3 Price: \$7,500

leadCAST Basic + Predict Implementation

Features: Cloud-based platform, data point and milestone tracking, data cleansing and aggregation, field validation/tracking module, inventory dashboard and map, data sharing w/ stakeholders, hosted public application. Includes Pre-processing the data for machine learning, cleansing and validating data, addressing missing values, selecting and engineering model features, and evaluating the statistical quality of model training data. Training initial models and evaluating model performance.

One time fee of \$10,000

3.0 ASSUMPTIONS

The following assumptions were made during development of this Scope of Work. Changes to these assumptions can be included as an Amendment to this Agreement.

- N/A

4.0 OWNER’S RESPONSIBILITIES

The responsibilities of OWNER in addition to those in the main agreement are as follows:

- N/A

5.0 SCHEDULE

The service is an annual subscription which begins with the date of the agreement.

6.0 PAYMENT AND COMPENSATION

Total compensation to the ENGINEER for the work described above shall be per annual subscription as summarized in the table below.

Year	leadCAST Basic Tier 1 Subscription	leadCAST Predict Subscription	leadCAST Basic + Predict Implementation	TOTAL
Year 1	\$8,500	\$14,000	\$10,000	\$32,500
Year 2	\$8,500	\$10,500	--	\$19,000
Year 3	\$8,500	\$7,500	--	\$16,000

Annual payment is 30 days from the date of acceptance or the renewal date. Subscription start dates correspond with the date of acceptance.