

## **PROFESSIONAL SERVICES AGREEMENT**

This Agreement, made and entered into this, the \_\_\_\_ day of \_\_\_\_\_ 2024, and between the City of **Dripping Springs**, Texas (hereinafter referred to as the “City”) and **Streametric by i2M LLC** (hereinafter referred to as "Contractor"), is understood and agreed to be as set forth herein:

**1. Description of Services:** The City and Contractor agree to the following:

Contractor shall provide software services to the City of Dripping Springs non-exclusive, non-transferable right to access i2M LLC software as described in Attachment “A”, Streametric Proposal.

**2. Scope of Work:** Contractor will provide software services to the City and all work as described in Attachment “A”.

**3. Payment for Services:** The payments shall be performed in accordance with Attachment “A”.

**4. Sales Tax Exemption.** The City is exempt from payment of sales, use, rental and certain excise taxes in accordance with Chapter 151 of the Texas Tax Code. Seller acknowledges and agrees that no such tax shall be included in any invoice or request for payment. City shall cooperate with the Seller in providing any necessary documentation to evidence the City's tax-exempt status, including providing a completed Texas Sales and Use Tax Exemption Certification form upon request.

**5. Relationship of Parties:** It is understood by the parties that Contractor is an independent contractor with respect to the City and not an employee of the City. City will not provide fringe benefits, including health insurance benefits, paid vacation, or any employee benefit, for the benefit of Contractor. The City may contract with other individuals or firms for legal services.

**6. Term and Termination:** The Term of this Agreement is one (1) year and may be renewed on an annual basis as described in Attachment “A”. Either party may terminate for breach of this Agreement by providing thirty (30) day notice to the other party.

**7. Assignment:** Contractor's obligation under this Agreement may not be assigned or transferred to any other person, firm, or corporation without the prior written consent of City.

- 8. Mandatory Disclosures:** Texas law requires that vendors make certain disclosures. Prior to the effective date of this Contract, the Contractor has submitted to the City a copy of the Conflict of Interest Questionnaire form (CIQ Form) approved by the Texas Ethics Commission (Texas Local Government Code Chapter 176) and Form 1295. The Contractor also confirms it is in compliance with all Texas requirements related to government contracts including: (1) no boycott of Israel; (2) not listed as a foreign terrorist organization by the Texas Comptroller of Public Accounts; (3) Contractor does not have a policy or practice of discriminating against firearm entities or firearm trade associations; (4) Contractor does not boycott energy companies; and Contractor is compliant with all other Texas laws including any additional disclosure requirements.
- 9. Notice:** All notice required or permitted under this Agreement shall be in writing and shall be delivered either in person or deposited in the United States mail, postage prepaid, addressed as follows:

**For the City:**  
City of Dripping Springs  
Attn: Utilities Director  
P.O. Box 384  
Dripping Springs, TX 78620  
(512) 858-4725

**For the Contractor:**  
Brandon Foster  
Streametric by i2M LLC  
801 Corporate Center Dr.  
Suite 128  
Raleigh, NC 27607 (936) 276-1277

Either party may change such address from time to time by providing written notice to the other in the manner set forth above. Notice is deemed to have been received three (3) days after deposit in U.S. mail.

**10. Miscellaneous.**

- (a) **Entire Agreement.** This Agreement constitutes the entire understanding between the parties with respect to the subject matter hereof and supersedes all prior negotiations, representations, or agreements, whether written or oral.
- (b) **Amendment.** This Agreement may only be amended in writing signed by both parties.
- (c) **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas.
- (d) **Severability.** If any provision of this Agreement is held to be invalid, illegal, or unenforceable, the remaining provisions shall continue in full force and effect.

(e) **Waiver.** No waiver of any provision of this Agreement shall be effective unless in writing and signed by the party against whom enforcement is sought. No waiver of any breach of any provision of this Agreement shall constitute a waiver of any subsequent breach of the same or any other provision hereof.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

**THE CITY:**  
*City of Dripping Springs*

**THE SELLER:**  
*i2M LLC*

\_\_\_\_\_  
Michelle Fischer  
City Administrator

\_\_\_\_\_  
Name:  
Title:

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

# Attachment "A"

## Proposal

Discover. Predict. Improve.  
[www.streametric.io](http://www.streametric.io)



Version: 1.0

August 28, 2024

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### Presented to:

City of Dripping Springs Utilities  
Dripping Springs, TX  
Dane Sorenson

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### From:

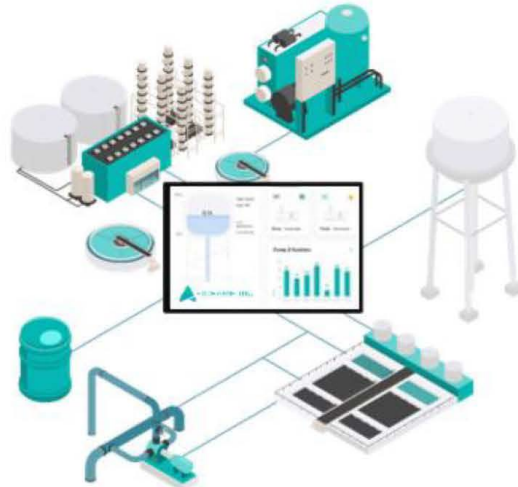
STREAMETRIC by i2M LLC  
801 Corporate Center Dr.  
Suite 128  
[Raleigh, NC 27607](http://Raleigh, NC 27607)

### Contact:

Brandon Foster  
936-276-1277  
[Brandon.foster@streametric.io](mailto:Brandon.foster@streametric.io)

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## STREAMETRIC Proposal



## Scope of Supply & Services

### Application Services

STREAMETRIC provides turnkey hardware, software, installation and training for equipment and services for the City of Dripping Springs Utilities, TX.

#### App Features

- Dashboard - Customizable
- Monitor tags associated with the project.
- Data Logging
- Trends – Real Time & Historical
- Alarms/Notifications – Text or Email
- Data Export
- Reports

#### Scope of Supply

**Lift Stations 1-4, 6&7 STREAM C**

**Calterra Valve STREAM C**

**Lift Station 5 STREAM M**

**V-Notch & Ground Storage Tank Arrowhead STREAM M**

Note: See Attached for Details of Processes Included

- All RTU's will have the ability to provide Control (For future consideration/expansion). Additional wiring will need to be added when control features are requested.
- Streametric will attempt to connect to existing VFD's. Based on the age of the VFD's, we cannot guarantee a successful connection.
- Customer to provide Level Sensors/Transducers

### STREAM-C 16-8-6-4

- Cellular Gateway – Edge Device
  - 2x Ethernet (configurable as LAN & WAN)
  - Serial (RS485 and RS232)
- I/O Module
  - 16 Digital Inputs
  - 8 Analog Inputs
  - 6 Digital Outputs
  - 4 Analog Outputs
- NEMA 4X Poly Carbonate Enclosure (14.6"x12.6"x7.22") w/ Mounting Hardware & Back Panel
- 4G Antenna
- Circuit Breaker – 4 amp
- Power Supply w/ UPS (120V AC to 12V DC)
- Battery Backup (12V DC – 15 Hrs.)
- Product Weight: 14.4Lb



### STREAM-M 8-8-0-0

- Cellular Gateway – Edge Device
  - 2x Ethernet (configurable as LAN & WAN)
  - Serial (RS485 and RS232)
- I/O Module
  - 8 Digital Inputs
  - 8 Analog Inputs
- NEMA 4X Poly Carbonate Enclosure (14.6"x12.6"x7.22") w/ Mounting Hardware & Back Panel
- 4G Antenna
- Circuit Breaker – 4 amp
- Power Supply w/ UPS (120V AC to 12V DC)
- Battery Backup (12V DC – 15 Hrs.)
- Product Weight: 14.4Lb



### Additional Hardware:

- Current Sensor – 0-50 Amps

### Installation Services

Installation Scope: Streametric will provide turn-key installation for this project.

### Software and Cloud Storage

The STREAMETRIC subscription includes all features mentioned above, remote connectivity for online data acquisition, secure cloud storage for historical data. Additionally, 1 year of subscription services is included in the proposal.

### Setup, Commissioning and Startup

All hardware and software functionality will be setup, preconfigured, tested, and documented prior to delivery. During startup, STREAMETRIC will provide remote startup, commissioning, and technical support to ensure that all functions are operational.

### Training

STREAMETRIC will provide on-site training for this project.

### Warranty

All hardware includes a 1-year parts and labor warranty. Please refer to our SaaS (Software as a Service) Agreement for further information.



### Pricing Details

STREAMETRIC Package:	Price (USD)
<b>Hardware</b> <ul style="list-style-type: none"> <li>▪ 7 - STREAM-C 16x8x6x4</li> <li>▪ 2 - STREAM-M 8-8-0</li> <li>▪ 1 - STREAM A 16x8x6x4 (Valve for Retention Pond)</li> <li>▪ Adder for STREAM A for Arrowhead Plant (would need to be added to Total price) <b>\$1,200</b></li> </ul> <b>Subscriptions</b> <ul style="list-style-type: none"> <li>▪ STREAM-M - (Monitor Only) - Annual Fee Per Unit \$360</li> <li>▪ STREAM C - (Manual Control) Annual Fee Per Unit \$420</li> <li>▪</li> <li>▪ Both are included in the total price for 1 year.</li> </ul> <b>Services</b> <ul style="list-style-type: none"> <li>▪ Turn-Key Installation</li> <li>▪ On-site Startup</li> <li>▪ On-site Training</li> </ul>	
<b>Optional</b> <ul style="list-style-type: none"> <li>▪ 26 - Current Sensor - 0-50</li> </ul>	
	<b>Total Price: \$ 59,450</b>

### Payment Terms

Net 30 after shipment of hardware. The subscription starts when the site is online or at the latest 3 months after shipment.

By signing below, client accepts these terms, STREAMETRIC [SaaS-Agreement](#) and [Privacy Policy](#).

**Purchase Order Number:** \_\_\_\_\_

**Approved by STREAMETRIC, (i2M, LLC)**

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Name: \_\_\_\_\_

**Approved by Customer**

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Name: \_\_\_\_\_