

MEMORANDUM

DATE:

October 1, 2025

TO:

GEORGEANNE A. WHITE, City Manager Office of the Mayor and City Manager

FROM:

PAUL AMICO, PE, Interim Director

Department of Public Utilities 2

BY:

CORY ASHER, Assistant Director

Department of Public Utilities - Wastewater Management Division

ART ALVAREZ, Water/Wastewater Manager-Certified Only Department of Public Utilities - Wastewater Management Division

SUBJECT: UNIQUELY QUALIFIED AFFIRMATION FOR **SMARTCOVER®** SYSTEMS TO PROVIDE ACCESS TO WEB-BASED MONITORING DASHBOARD, REMOTE CALIBRATION SUPPORT. AND WARRANTY COVERAGE OF ALL SYSTEM PARTS FOR CITY-OWNED

SMARTCOVER® UNITS

The purpose of this memorandum is to request that the City Manager affirm that SmartCover® Systems is uniquely qualified and uniquely capable of providing three years' annual access to a web-based monitoring dashboard, remote calibration support, and warranty coverage of all system parts for City-owned SmartCover® Systems ("SmartCover") units; and authorize the Department Director, or their designee, to award a multiyear service agreement for the period of May 1, 2025 - April 30, 2028, for a total of \$120,290.00.

The City's sanitary sewer collection system is comprised of approximately 1,600 miles of mainlines, 26,000 access structures ("manholes"), and 18 City-owned lift stations. The Wastewater Management Division (WMD) Collection System Maintenance (CSM) Section owns 35 SmartCover units, strategically placed in manhole covers throughout the City to provide 24/7 water level monitoring in areas of concern, including as a redundancy around lift stations.

SmartCover units are utilized by CSM as both a proactive and reactive tool, and are an indispensable component of the City's compliance with the State Water Resources Control Board Statewide Waste Discharge Requirements General Order for Sanitary Sewer Systems ("General Order"). SmartCover units alert CSM of an issue in the collection system that is causing a surcharge, providing invaluable time for response and remediation before the surcharge becomes a spill, supporting public health and safety efforts as well as General Order compliance. SmartCover units are battery-operated and

communicate via satellite signal. Real-time data is monitored by CSM via the SmartCover website. The installation and battery replacement of SmartCover units do not require a confined space entry and are completed by CSM staff with remote calibration support from SmartCover.

SmartCover products are patented and proprietary. For this reason, and those stated above, the Department requests that the City Manager affirm that this procurement qualifies for the uniquely qualified exception to the competitive bidding requirement, covering three years' annual access to a web-based monitoring dashboard, remote calibration support, and warranty coverage of all system parts for City-owned SmartCover Systems, for a three-year total of \$120,290.00. There is no impact to the General Fund. Appropriations for this service are included in the Fiscal Year 2026 Wastewater Management Division Operations and Maintenance Budget within the Sewer Enterprise Fund (4500-4501).

If you have any questions or require any additional information, please do not hesitate to contact Arturo "Art" Alvarez at 559-621-1270.

Approved

Denied

Georgeanne A/White, City Manager

Attachments:

Attachment 1 - Letter

Attachment 2 - Budget Quote

Attachment 3 - SmartCover map

Attachment 4 - Insurance



Hadronex Inc. DBA SmartCover Systems

City of Fresno Wastewater Management Division 5607 W. Jensen Ave. Fresno, CA 93706 USA 6/5/2024

This letter is to provide notification that Hadronex, Inc. (doing business as SmartCover® Systems[™]) herein known as "Company" with corporate offices located at 2110 Enterprise Street, Escondido, CA 92029, is the sole creator, manufacturer and marketer of a group of systems and products, including: the award winning $SmartCover^{@}$; $SmartFLOE^{TM}$; $SmartVault^{TM}$; $SmartWeir^{TM}$; $SmartClean^{@}$; SmartTank; $SmartTrend^{@}$; $SmartTank^{TM}$; $SmartTide^{TM}$; S

The *SmartCover*® family of products are both *patented and proprietary*, designed and manufactured by the Company to provide users with unique qualities and functions based on acquiring water level and/or flow data as well as other data in the sewer collection system or other structures with open channel flows, using ultrasonic, pressure or combined technology combined with embedded analytics and data fusion. The *SmartCover*® system, which acquires and transmits data through the Iridium® military grade satellite network, is immune to terrestrial communications interruptions caused by storms or hurricanes and provides 24/7 user access via a secure web browser and through a dedicated, secure user website.

SmartCover® uniquely provides real-time, continuous monitoring capability powered by an engineered and proprietary long-life lithium thionyl chloride battery pack. It uniquely communicates with an embedded digital radio through the Iridium® satellite system assuring global, redundant and continuous coverage.

Users acquire trend data via the patented and proprietary *SmartTrend*® analysis software tool which issues predictive "Advisories" on developing trends, "Alarms" for surcharges and intrusions and maintenance "Alerts" that monitor specific operational parameters system. All notifications provide information and resources enabling Sewer Intelligence® - effective, informed decision-making for corrective or preemptive action.

Patent pending $SmartRain^{\intercal m}$; $StreamWatch^{\$}$ and $SmartTide^{\intercal m}$ data services are available where users are presented a "multigraph view" for fast and easy comparison of the $SmartCover^{\$}$ (level) or $SmartFLOE^{\intercal m}$ (flow) data with local environmental data. $SmartClean^{\$}$ provides advanced maintenance forecasting to reduce cost and risk.

Mounted directly on the manhole cover, the patented *SmartCover*® configuration is designed to be installed with **no confined space entry** per OSHA CFR 1910.146(b). The manhole cover mounting also provides a real-time intrusion alarm when the manhole cover is opened, providing a unique capability to detect intrusions or entries into the manhole or hatch.

Company solely provides ongoing professional services for management and security of data, software maintenance and upgrades, the user website interface and exercise of the Iridium Satellite communications system. These essential services directly enable users to have seamless, robust and ongoing access to real-time data from remote locations.

Company is protected by the following US Patents: 7,589,630; 7,598,858; 7,944,352; 7,948,215; 8,607,654; 9,297,684; 9,482,568; 10,612,228 and 10,901,068. The systems are also protected by registered trademarks and international patents. Company also has a Madrid Treaty filing for its main trademark. We hope this information will satisfy your requirements and that it clearly demonstrates the special, patented, unique and proprietary features of our systems.

Sincerely,

Corey Williams, P.E.

President/CEO, SmartCover Systems cwilliams@smartcoversystems.com



Hadronex, Inc.
DBA SmartCover Systems
2110 Enterprise Street
Escondido, CA 92029 USA

P: 760-291-1980 F: 760-291-1982

Due Date	Period Covered	Quote Number
04/30/2025	05/01/2025-04/30/2028	00002895

Remit PO to <u>orders@smartcoversystems.com</u> or return this quote signed with PO number, Scan of PO is preferred.

Bill To:		Ship To:		Date		02/19/2025	
City of Fresno 2600 Fresno Stree Fresno, CA 93721,	City of Fresno Wastewater Management Division, Collection System 5607 W. Jensen Ave.						
		Fresno, CA	93706,	USA			
# Product	Description		Mo	Rate	Subtotal	Tax	Total
# Product 1 ASM-SC3R	Renewal: SmartLevel — REQUIRED for system to function. 3 year rate. 5/1/2025 - 4/30/2028 8879 LS 26 - TEMP 6535 MH 2666-19 6534 MH 2858-49 6533 MH 2559-62 4621 MH 2254-07 4620 MH 3260-23 4619 MH 1144-60 W Bluff Ave x N Santa Ave 4107 MH 955-07 W Bluff Ave & Rivervie Dr 4106 MH 2656-80 Tulare St X P St 4105 MH 2761-03 S. Backer Ave 4104 MH 2254-27 N. Wishon 4103 MH 857-42 N Ashford Ave & E Wa Ave 3223 MH 2155-03 N. Del Mar 3221 MH 2555-20 3220 MH 2561-66 E Tulare St X N Ches Ave 2789 MH 2656-34 LS 11 2788 MH 858-109 LS 10 2787 MH 2650-10 LS 18 2786 MH 2054-21 LS 03 2785 MH 2750-132 LS 02 2784 MH 955-11 LS 04 2783 MH 1145-06 LS 14 2782 MH 1144-69 LS 16 2781 MH 859-37 LS 06 2779 MH 757 27 E. Champlain Dr 2778 MH 2060-89 LS 15 2414 MH 2352-20 Lamona & Delno 2413 MH 758-22 LS 05 2412 MH 1144-07 W River □ista x N Carnegie 9643 MH 2455-14 9642 MH 3159-27 9641 MH 3057-25	a Fe w			\$35,525.00	\$0.00	Total \$35,525.00



2	ASM-SF3R	Renewal: SmartFLOE™ - REQUIRED for	6	36	\$2,000.00	\$12,000.00	\$0.00	\$12,000.00
		system to function. 3 Year rate.						
		5/1/2025 - 4/30/2028						
		9643 MH 2455-14						
		9642 MH 3159-27						
		9641 MH 3057-25						
		8878 MH 2553-34						
		3222 MH 2857-95 2780 MH 2465-01			i i			
3	PW-5C3R	Renewal: Power Warranty: PARTS ONLY.	35	36	\$691.00	\$24,185.00	\$0.00	\$24,185.00
		3 year rate.						
		5/1/2025 - 4/30/2028						
		8879 LS 26 - TEMP						
		6535 MH 2666-19						
		6534 MH 2858-49						
		6533 MH 2559-62						
		4621 MH 2254-07 4620 MH 3260-23						
		4619 MH 1144-60 W Bluff Ave x N Santa Fe						
		Ave						
		4107 MH 955-07 W Bluff Ave & Riverview						
		Dr 4406 MH 2656 90 Tuloro St V D St						
		4106 MH 2656-80 Tulare St X P St 4105 MH 2761-03 S. Backer Ave						
		4104 MH 2254-27 N. Wishon						
		4103 MH 857-42 N Ashford Ave & E Walnut						
		Ave						
		3223 MH 2155-03 N. Del Mar						
		3221 MH 2555-20 3220 MH 2561-66 E Tulare St X N Chestnut						
		Ave						
		2789 MH 2656-34 LS 11						
		2788 MH 858-109 LS 10						
		2787 MH 2650-10 LS 18 2786 MH 2054-21 LS 03						
		2785 MH 2750-132 LS 03						
		2784 MH 955-11 LS 04						
		2783 MH 1145-06 LS 14						
		2782 MH 1144-69 LS 16						
		2781 MH 859-37 LS 06 2779 MH 757 27 E. Champlain Dr						
		2778 MH 2060-89 LS 15						
		2414 MH 2352-20 Lamona & Delno						
		2413 MH 758-22 LS 05						
		2412 MH 1144-07 W River □ista x N						
		Carnegie 9643 MH 2455-14						
		9642 MH 3159-27						
		9641 MH 3057-25						
		8878 MH 2553-34						
		3222 MH 2857-95						
		2780 MH 2465-01 9643 MH 2455-14						
		9642 MH 3159-27						
		9641 MH 3057-25						
		8878 MH 2553-34						
		3222 MH 2857-95						
		2780 MH 2465-01						



	I							
4	EW-SC3R	Renewal: System Warranty- Covers all	35	36	\$1,388.00	\$48,580.00	\$0.00	\$48,580.00
		systems parts except PowerPack- PARTS						
		ONLY. 3 year rate.						
		5/4/0005 4/00/0000						
		5/1/2025 - 4/30/2028						
		8879 LS 26 - TEMP						
		6535 MH 2666-19						
		6534 MH 2858-49						
		6533 MH 2559-62						
		4621 MH 2254-07						
		4620 MH 3260-23						
		4619 MH 1144-60 W Bluff Ave x N Santa Fe						
		Ave						
		4107 MH 955-07 W Bluff Ave & Riverview						
		Dr						
		4106 MH 2656-80 Tulare St X P St						
		4105 MH 2761-03 S. Backer Ave						
		4104 MH 2254-27 N. Wishon						
		4103 MH 857-42 N Ashford Ave & E Walnut						
		Ave						
		3223 MH 2155-03 N. Del Mar						
		3221 MH 2555-20						
		3220 MH 2561-66 E Tulare St X N Chestnut						
		Ave						
		2789 MH 2656-34 LS 11						
		2788 MH 858-109 LS 10						
		2787 MH 2650-10 LS 18						
		2786 MH 2054-21 LS 03						
		2785 MH 2750-132 LS 02						
		2784 MH 955-11 LS 04						
		2783 MH 1145-06 LS 14						
		2782 MH 1144-69 LS 16						
		2781 MH 859-37 LS 06						
		2779 MH 757 27 E. Champlain Dr						
		2778 MH 2060-89 LS 15						
		2414 MH 2352-20 Lamona & Delno						
		2413 MH 758-22 LS 05						10
		2412 MH 1144-07 W River □ista x N						
		Carnegie						
		9643 MH 2455-14						
		9642 MH 3159-27						
		9641 MH 3057-25						
		8878 MH 2553-34						
		3222 MH 2857-95						
		2780 MH 2465-01						
		9643 MH 2455-14						
		9642 MH 3159-27						
		9641 MH 3057-25						
		8878 MH 2553-34						
		3222 MH 2857-95						
		2780 MH 2465-01						

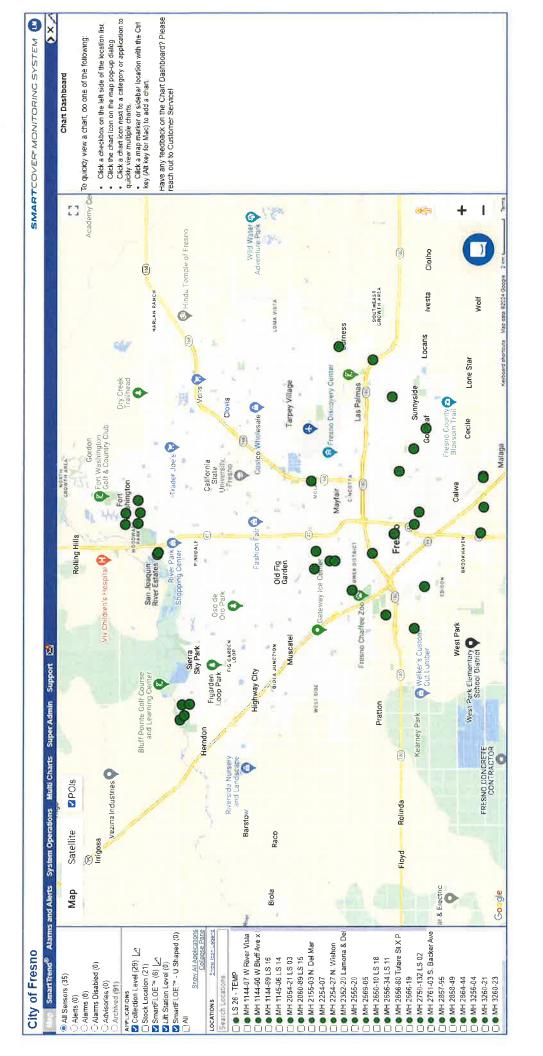


Terms and Conditions for this transaction:

- 1. Payment: Net 30 days
- 2. All pricing subject to change.
- 3. All hardware, rentals, software subscriptions and renewals may be subject to tax.
- 4. Taxes were calculated at the time of quote creation and may change at the time of invoice.
- 5. Customer is responsible for paying the appropriate taxes due at time of invoice.
- 6. SmartCover is not responsible for the loss of wireless communication or internet communications or any communications used in the operation of this system.

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

We appreciate your business!	Total	\$120,290.00
P.O. No.	Tax	\$0.00
Signature for Approval	Subtotal	\$120,290.00





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/24/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Brown & Brown Retail Insurance Services			
Brown & Brown Insurance Services, Inc. Dba Brown & Brown Retail Insurance Services 1200 N. Mayfair Road, Suite 100 Milwaukee, WI 53226	PHONE (A/C, No, Ext): 414-443-0000 FAX (A/C, No): E-MAIL ADDRESS: milcertificates@bbrown.com			
		INSURER(S) AFFORDING COV	VERAGE	NAIC#
www.bbrown.com	INSURER A : Ph	25623		
Badger Meter, Inc. Hadronex, Inc. 4545 West Brown Deer Road Milwaukee WI 53223	INSURER B : Tra	25674		
	INSURER C : AC	10166		
	INSURER D :			
	INSURER E :			
	INSURER F :			

COVERAGES REVISION NUMBER: CERTIFICATE NUMBER: 84069135

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

ISR TR	TYPE OF INSURANCE	INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	S
`	✓ COMMERCIAL GENERAL LIABILITY CLAIMS-MADE ✓ OCCUR	√	Y660 268J2023-PHX-25	1/30/2025	1/1/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000 \$300,000
						MED EXP (Any one person)	\$10,000
						PERSONAL & ADV INJURY	\$1,000,000
Į	GEN'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE	\$4,000,000
}	POLICY PRO- LOC					PRODUCTS - COMP/OP AGG	\$2,000,000 \$
Ť	AUTOMOBILE LIABILITY		BA 2L694073-25	1/30/2025	1/1/2026	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
Ì	✓ ANY AUTO					BODILY INJURY (Per person)	\$
1	OWNED SCHEDULED AUTOS ONLY					BODILY INJURY (Per accident)	\$
HIRED NON-OWNED						PROPERTY DAMAGE (Per accident)	\$
	ABTOC CHE!						\$
	UMBRELLA LIAB OCCUR					EACH OCCURRENCE	\$
	EXCESS LIAB CLAIMS-MADE					AGGREGATE	\$
	DED RETENTION \$						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		UH WCP 100074452 03	1/30/2025	1/1/2026	✓ PER OTH- STATUTE ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?	N/A				E.L. EACH ACCIDENT	\$ 1,000,000
-	(Mandatory in NH)					E.L. DISEASE - EA EMPLOYEE	\$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - POLICY LIMIT	\$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

City of Fresno is included as additional insured as respects the General Liability where required by written contract for services provided by the named insured for the certificate holder.

City of Fresno Wastewater Management Division / Collection System 5607 W. Jensen Ave. Fresno CA 93706	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
Tresho OA 33700	AUTHORIZED REPRESENTATIVE

CANCELLATION

Michael Sarver Michael Sarner

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CERTIFICATE HOLDER

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED-DESIGNATED PERSON OR ORGANIZATION-YOUR PRODUCTS OR YOUR WORK

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING: COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

NAME OF PERSON OR ORGANIZATION: ANY PERSON OR ORGANIZATION WITH WHOM YOU HAVE AGREED, IN A WRITTEN CONTRACT EXECUTED PRIOR TO LOSS, TO INCLUDE AS AN ADDITIONAL INSURED.

PROVISIONS

- 1. WHO IS AN INSURED (SECTION II) IS AMENDED TO INCLUDE AS AN INSURED THE PERSON OR ORGANIZATION SHOWN IN THE SCHEDULE ABOVE (CALLED HEREAFTER "ADDITIONAL INSURED"), BUT ONLY WITH RESPECT TO SUCH ADDITIONAL INSURED'S LIABILITY FOR "BODILY INJURY" OR "PROPERTY DAMAGE" ARISING OUT OF "YOUR PRODUCT" OR "YOUR WORK".
- 2. THE LIMITS OF INSURANCE PROVIDED TO SUCH ADDITIONAL INSURED SHALL BE:
 - A. THE LIMITS WHICH YOU HAVE AGREED TO PROVIDE; OR
 - B. THE LIMITS SHOWN IN THE DECLARATIONS

WHICHEVER IS LESS.

- 3. ANY COVERAGE PROVIDED BY THIS ENDORSEMENT TO AN ADDITIONAL INSURED SHALL BE EXCESS OVER ANY OTHER VALID AND COLLECTIBLE INSURANCE AVAILABLE TO THE ADDITIONAL INSURED WHETHER PRIMARY, EXCESS, CONTINGENT OR ON ANY OTHER BASIS UNLESS A WRITTEN CONTRACT OR WRITTEN AGREEMENT IN EFFECT DURING THIS POLICY PERIOD AND SIGNED AND EXECUTED BY YOU PRIOR TO THE LOSS FOR WHICH COVERAGE IS SOUGHT SPECIFICALLY REQUIRES THAT THIS INSURANCE APPLY ON A PRIMARY AND/OR NON-CONTRIBUTORY BASIS.
- 4. THIS INSURANCE DOES NOT APPLY ON ANY BASIS TO THE SOLE NEGLIGENCE OF SUCH ADDITIONAL INSURED.

CG T8 00 Page 1