Ivins City Staff Report
City Council Meeting 9/2/2021

Agenda Item: Consider approval of expenditure for leasing sonar sewer inspection equipment

Submitted by: Charles R Gillette, P.E., Public Works Director and City Engineer

Recommended City Council Action:
Approve expenditure of $12,000 for leasing sonar sewer inspection equipment

BACKGROUND:
Nearly two years ago, Ivins City Public Works modified the sewer cleaning process to involve more inspection and less cleaning. Prior to this, we had a goal to clean all sewer pipes every two years in accordance with recommended practices from our insurance company. But in early 2020 we decided to change our strategy based on new acoustic technology that uses sonar to determine if a pipeline is clogged. It saved a hours and hours of crew and equipment time since we are no longer cleaning pipes that do not need cleaning. Santa Clara has also adopted the technology seeing the obvious benefits.

It also helped identify a pipeline that was almost completely plugged off due to pipe settling. We repaired the pipe last year before there was an actual backup that could have caused a claim against the City.

FINDINGS AND ANALYSIS:
The devices are not available for purchase and can only be leased. The technology is patented and protected and so there are no other competitors using a similar technology.

SUPPORT MATERIALS:
Quotation
Lease Agreement

FINANCIAL IMPACT:
This item has been included in the FY20 Budget:
52-4031.5: $12,000

Respectfully Submitted:

Charles Gillette, P.E., Public Works Director/City Engineer

Content Review:

Dale Coulam, City Manager

RH Borden and Company LLC
PO Box 171386
Salt Lake City, UT 84117 US
jon.borden@rhborden.com

Quotation

ADDRESS
Mr. Charles R Gillette
City of Ivins
55 N Main St
Ivins, UT 84738 United States

SHIP TO
Mr. Charles R Gillette
City of Ivins
55 N Main St
Ivins, UT 84738 United States

QUOTATION # 1424
DATE 08/19/2021

SHIP DATE
10/01/2021

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
10/01/2021	**Acoustic Assessment Subscription**	3 Months of full access to Transmissive Acoustic Rapid Assessment Tool (SL-RAT) and Online Data Organizer (SL-DOG) for the purpose of performing rapid sewer line assessments.	1	12,000.00	12,000.00

TOTAL **$12,000.00**

Accepted By

Accepted Date

RH BORDEN
DELIVERING DATA TO SMART CITIES

Sewer Collections System Agreement
Data Package Subscription Agreement

This agreement made this 24th day of August, 2021 by and between Ivins City Public Works with primary business address of 55 North Main , Ivins Utah 84738 hereinafter referred to as The User, and RH Borden and Company, LLC with primary business address of 1659 West Cornerstone Drive, South Jordan, UT 84095, hereinafter referred to as The Provider. These parties jointly are hereinafter referred to as The Parties.

- Start Date: October 1, 2021

1. The Parties hereby agree to the following:

    a. The Provider will provide to The User:
        i. One set of data collection equipment, known as SL-RAT (Sewer Line Rapid Assessment Tools) comprised of one SL-RAT Transmitter and one SL-RAT Receiver, with battery charger for each and connection cables which may be required for downloading data from SL-RAT to The User's computers
        ii. The free and unobstructed use of a personalized Sewer Line Data Organizer web-based Data Portal, known as SL-DOG developed by InfoSense, Inc. providing access to all sewer line assessment data collected by The User by means of the SL-RAT data collection system. The SL-DOG is cloud based data storage, accessed via user-name and passwords managed by The User. The User will have unlimited use of the SL-DOG portal as configured by InfoSense, Inc. for access by The User. The User will have the same use and access to all updates, generations, iterations and improvements of the same which may be developed at a future date by InfoSense, Inc.
        iii. Operator field training, as required by The User, to be competent in data collection using SL-RAT, and data management and interpretation using SL-DOG.
        iv. Ongoing in-service training as reasonably requested by The User.

2. In consideration of the foregoing, The User understands that:
    a. Use of the SL-DOG and SL-RAT as specified in paragraph 1 does not constitute ownership of the same, rather The User will use the data, portal, equipment and all other items and appurtenances as a Subscriber thereto.
    b. The SL-RAT and all ancillary items will be used solely and exclusively for the purpose for which they were intended and for which instruction is provided. They shall not be used for any other purpose. Any damage caused by abuse or misuse will be the exclusive responsibility of The User and all costs for the repair or replacement of the same shall be borne by The User. Repair of any equipment referred to in this agreement will not, under any circumstances be attempted by The User or anyone under control of The User. Replacement or repair due to normal wear and tear due to normal and expected use will be the responsibility of The Provider. The decision to replace or repair will be at the sole discretion of The Provider.
    c. Equipment Liability. Customer assumes full liability for the proper use and handling of any equipment provided under this agreement and holds Provider and their Affiliates harmless to any liability whatsoever while the equipment is in the possession of the Customer.

3. Term. The term of this agreement shall be for 3 months.

4. The Parties agree that this Subscription Agreement constitutes the entire agreement and understanding between them and supersedes any other written or oral agreement now in place pertaining to this subject. It is understood that this agreement is legally binding upon each Party, their successors and assignees. Any change or modification hereto may only be made in writing and agreed to by an officer or owner of each Party.

In agreement hereof and in recognition that we are authorized to execute agreements for our respective Party, we hereto set our signatures:

RH Borden and Company, LLC

By 

Date 8/24/2021

Ivins City Public Works

By _____

Date _____