

Agmt of Amendment *Renewal/Equipment Change* (Rev. 07-06-2011)
City of Wichita
Case# 20191204-2250419

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SCANNED

Agreement of Amendment

This Agreement of Amendment is made effective as of December 11, 2019, by and between INDUSTRIAL SCIENTIFIC CORPORATION, a Pennsylvania corporation ("Company"), and CITY OF WICHITA, a Kansas Municipality corporation ("Customer").

Company and Customer entered into an iNet Usage Agreement dated October 8, 2015 (the "Agreement"), under which Company agreed to provide its iNet gas detection services to Customer for a Term that commenced December 8, 2015, and expired on December 7, 2019, and;

Company and Customer desire to extend the Term of the Agreement and to revise the Subscription Fees and the Equipment covered by the Agreement as detailed below.

Company and Customer hereby agree to amend the Agreement as follows:

1. Except where the context otherwise requires, words and expressions defined in the Agreement shall have the same meanings when used herein; references to sections are to sections of the Agreement.
2. Section 1, "Subscription," is amended to provide that the Term of the Agreement will be extended for a period of forty-eight (48) months, such that the Term shall now commence ~~December 8, 2019~~ and expire on ~~December 7, 2023~~ (the "Amended Term"). The definition of the word "Term" as defined in Section 1 of the Agreement is also amended to include the Amended Term. January 8, 2020 (LK) January 7, 2024 (LK)

3. Section 2, "Subscription Fee and Costs," is amended to provide that the total cost of the Subscription for the additional forty-eight (48)-month Amended Term is \$61,612.80, billed to Customer as follows: forty-eight (48) invoices for monthly installment payments of \$1,283.60.

4. Section 4, "Company Responsibilities," is amended to add:

(d) provide field service technicians to perform initial installation services having the credentials, training and screening stated on Schedule E. If Customer requires that Company's technicians have additional credentials, training, and/or screening beyond that identified on Schedule E, Customer agrees to pay all associated costs and expenses incurred by Company related to obtaining the additional credentials, training, and/or screening required by Customer.

5. Section 12 (i) "Customer Information," is replaced with the following:

Customer Information. Company may collect, use and/or disclose information collected from Customer's use of the Equipment to any outside third party for iNet related technical support or research and development purposes as long as that such information is de-identified by collection on an anonymous basis and aggregated with similar information collected from other customers of Company for research and development purposes. Customer is advised that the information is stripped of all identifying information and cannot be traced back to the Customer.

6. As Customer desires to change the Equipment provided by Company during the Initial Term, Schedule B will be replaced by the attached Schedule B. During the Amended Term, Company will provide to Customer the Equipment identified on the attached amended Schedule B.

7. Section 8 is replaced with the following:

Termination. Either Party may terminate this Agreement prior to its expiration by giving thirty (30) days' prior written notice to the other Party upon the occurrence of any of the following events: (i) the other Party becomes insolvent, or institutes (or there is instituted against it) proceedings in bankruptcy, insolvency, reorganization or dissolution, makes an assignment for the benefit of creditors, becomes nationalized, or has any of its material assets confiscated or expropriated; (ii) except assignments permitted under the Agreement, the other Party attempts to sell, assign, delegate or transfer any of its rights and obligations under this Agreement or is dissolved, substantially changes its line of business, or sells substantially all of its assets; and/or (iii) the other Party commits a material breach of this Agreement and fails to remedy it within a reasonable period of time.

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8. All other terms and conditions of the Agreement shall remain unchanged and in full force and effect except where modified by this Agreement of Amendment.

The parties hereto have executed this Agreement of Amendment effective as of the date and year first above written.

INDUSTRIAL SCIENTIFIC CORPORATION

CITY OF WICHITA

By: DocuSigned by:
Garth F. Miller
78A37097A90A447...
Name: Garth F. Miller
Title: V.P. Customer Operations

By: Melinda Walker
Name: Melinda Walker
Title: Purchasing Manager
12-17-2019

*Approved as to form, and as sole source and high technology purchase in excess of \$50,000, being within authority of Purchasing Manager.
2-64-028
q MUEPQ, Manager, City Attorney
12-17-19*

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AMENDED SCHEDULE B

EQUIPMENT SCHEDULE

TOTAL EQUIPMENT

All equipment is currently onsite unless noted

iNet Equipment		
Qty	Part Number	Description
2	MX6-0123N201	MX6 iBrid Multi-Gas Monitor - CO, H2S, O2, CH4 (IR), Lithium-ion Extended Runtime Battery, Diffusion, English - Will be Shipped
14	VIS-K1231101101	Ventis MX4 Multi-Gas Monitor, LEL (Pentane), CO, H2S, O2, Lithium-ion Battery, Desktop Charger, High-Visibility Orange, UL/CSA, No Carrying Case, English
6	VIS-K1231101101	Ventis MX4 Multi-Gas Monitor, LEL (Pentane), CO, H2S, O2, Lithium-ion Battery, Desktop Charger, High-Visibility Orange, UL/CSA, No Carrying Case, English - Will Be Shipped
1	18109329-161	DSXi Cloud-Connected Docking Station for MX6, 6 Inlet Ports, North American Power Cord - Will be shipped
3	18109327-131	DSXi Cloud-Connected Docking Station for Ventis, 3 Inlet Ports, North American Power Cord - Will be shipped
3	18105841	Regulator, Demand Flow iGas, 150 PSI Pressure Switch, CGA-C10 for 58L, 103L & 116L Cylinders
3	17124348	Wall/ Desk Mount Cylinder Holder (for use with, 34L, 58L, 103L, 116L and 552L cylinders)
2	18105924	5-Port Gas Regulator Manifold Clamp, DSX

The following equipment will be returned to Industrial Scientific in exchange for the equipment listed above

Qty	Part Number	Description
-1	18108917	iNet DS Docking Station for MX6 iBrid, 2 iGas Readers, Universal power cord
-2	MX6-0123N211	MX6 iBrid Multi-Gas Monitor - CO, H2S, O2, CH4 (IR), Lithium-ion Extended Runtime Battery, Pump, English
-3	18108918	iNet DS Docking Station for Ventis MX4, 2 iGas Readers, Universal power cord

List serial numbers being returned: 150224A-004, 13094NG-001, 15010Z9-007, 13020PV-008, 15010QT-004, 17012GA-003

BREAKDOWN BY LOCATION

Location 1: Sewer Maintenance - 715 West Harry - Wichita, KS 67213

iNet Equipment		
Qty	Part Number	Description
2	MX6-0123N201	MX6 iBrid Multi-Gas Monitor - CO, H2S, O2, CH4 (IR), Lithium-ion Extended Runtime Battery, Diffusion, English
10	VIS-K1231101101	Ventis MX4 Multi-Gas Monitor, LEL (Pentane), CO, H2S, O2, Lithium-ion Battery, Desktop Charger, High-Visibility Orange, UL/CSA, No Carrying Case, English
1	18109329-161	DSXi Cloud-Connected Docking Station for MX6, 6 Inlet Ports, North American Power Cord
2	18109327-131	DSXi Cloud-Connected Docking Station for Ventis, 3 Inlet Ports, North American Power Cord
2	18105841	Regulator, Demand Flow iGas, 150 PSI Pressure Switch, CGA-C10 for 58L, 103L & 116L Cylinders
2	17124348	Wall/ Desk Mount Cylinder Holder (for use with, 34L, 58L, 103L, 116L and 552L cylinders)
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Location 2: Stormwater Management - 1801 S McLean - Wichita, KS 67213

iNet Equipment		
Qty	Part Number	Description
10	VIS-K1231101101	Ventis MX4 Multi-Gas Monitor, LEL (Pentane), CO, H2S, O2, Lithium-ion Battery, Desktop Charger, High-Visibility Orange, UL/CSA, No Carrying Case, English
1	18109327-131	DSXi Cloud-Connected Docking Station for Ventis, 3 Inlet Ports, North American Power Cord
1	18105841	Regulator, Demand Flow iGas, 150 PSI Pressure Switch, CGA-C10 for 58L, 103L & 116L Cylinders
1	17124348	Wall/ Desk Mount Cylinder Holder (for use with, 34L, 58L, 103L, 116L and 552L cylinders)

Location	iNet Monthly Usage Fee
Sewer Maintenance	871.64
Stormwater Management	411.96
Total iNet Monthly Usage Fee	\$1,283.60

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SCHEDULE E

SCHEDULE OF SCREENING, BACKGROUND CHECKS AND TRAINING

Field Service Technicians have the following:

- 1) Drug and alcohol screening through DISA Contractors Consortium—Drug screening is done through urinalysis, hair follicle and breathalyzer tests. Screening is done pre-employment and on a random basis in which fifty percent (50%) of the technicians are tested every six (6) months. Company's DISA Number is: 7528.
- 2) Background checks through Justifacts Credential Verification, Inc. on a pre-employment basis.
- 3) Transportation Workers Identification Card ("TWIC")—issued through the US Department of Homeland Security and includes a comprehensive background check.

If Customer will require drug and alcohol screening or background checks in addition to those listed above, Customer agrees to pay all costs associated with such additional drug and alcohol screening or background checks.

Additionally, Customer may request that Field Service Technicians undergo any of the following safety-related training, provided a single training activity or any combination of training activities shall not exceed three (3) hours:

- 1) Watch a safety video less than one (1) hour in length;
- 2) Complete computer based training (CBT) less than one (1) hour in length located at the site the technician will be performing services; or
- 3) Receive oral safety training or briefing less than one (1) hour in length.

If Customer will require safety training in addition to that listed above or training longer than the time frame identified above (3 hours maximum), Customer agrees to pay all costs associated with such additional safety training and, in addition, to pay the current per day labor rate for a technician.