

RESOLUTION NUMBER 7802

A resolution authorizing the Mayor, City Clerk, and City Engineer to execute an Agreement between the City of Beatrice, Nebraska and SewerAI for the provision of software designed for sewer and stormwater inspection data management.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF BEATRICE, NEBRASKA:

SECTION 1. That the Mayor, City Clerk, and City Engineer be and are hereby authorized to execute the Agreement between the City of Beatrice, Nebraska and SewerAI for the provision of software designed for sewer and stormwater inspection data management. A copy of said Agreement, marked as Exhibit "A", is attached hereto and incorporated by reference.

SECTION 2. That all resolutions or parts of resolutions in conflict herewith are hereby repealed.

RESOLUTION PASSED AND ADOPTED this 1st day of June, 2026.

Attest:



Erin Saathoff, MMC, City Clerk



Robert Morgan, Mayor

Exhibit "A"



SewerAI Agreement For City of Beatrice, NE

Prepared On: May 27, 2026

Prepared For:

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BACKGROUND

PIONEER® by SewerAI is a cloud platform designed for sewer and stormwater inspection data management. All datasets and deliverables uploaded are hosted and made available on PIONEER® cloud platform for review, edit, export (download) and digitally submit (via Digital Submittal). Unlimited Cloud storage and Unlimited View Mode users are included for collaboration among all stakeholders. SewerAI also provides an On-Truck Solution that integrates with all major camera crawler manufacturers for inspection data capture and sync to PIONEER®, as well as the ability to create new survey headers and/or auto populate them from uploaded spreadsheets and/or GIS layers.

SewerAI AutoCode™ uses an AI-assisted process to facilitate rapid and accurate sewer and stormwater condition assessment, including PACP, LACP and MACP (Level II). Inspection videos are initially processed through AutoCode™ AI-models that analyze the CCTV GoPro MAX, Digital Universal (DUC) Camera, and/or PANORAMO (Digital Sidescan) data, identifying regions in the pipeline images containing certain conditions, such as features and defects. Predicted conditions made by AutoCode™ are aggregated into video clips, which SewerAI NASSCO P/M/LACP certified technicians examine for review and confirmation. Final deliverable from AutoCode™ includes a NASSCO database (Microsoft Access, .MDB) and additional industry-standard deliverables (such as Snaps, PDFs, and CCTV videos with on-screen annotation and audio narrations).

Sewer3D™ harnesses photogrammetry in a cloud-computing environment to render 3D models, point-clouds, and CAD-integrated geometric data from consumer-available 360 "action cameras".

Quality Assurance Inspection - QAI™ offers a set of comprehensive and customizable checks on CCTV datasets that evaluates various database integrity, project spec, and optical quality characteristics to support sewer inspection projects.

SewerAI Corp | Walnut Creek, CA
855-952-2200 | www.sewerai.com | sales@sewerai.com

SCOPE OF AGREEMENT

This proposal details an annual subscription which enables City of Beatrice, NE to accelerate inspection operations more cost-effectively, while providing consistent and accurate deliverables to elevate the customer experience.

Unlimited Cloud storage and Unlimited View Mode users are included with this license.

Also included is a pricing menu of other PIONEER® licenses & Autocode™ AI Services on a no commitment pay as-you -go basis or volume commitment discounts should you choose to utilize those services.

If Customer's usage exceeds the Committed Assessments in any contract year, all assessments in excess of the Quantity shall be billed at no less than the List Price per assessment.

PRICING SCHEDULE

Annual Software Subscription

| Item | Description | List Price | Net Price | Quantity | Unit | Disc. | Total |
|--|---|-------------|------------|-----------|-----------|-------|-------------------|
| P.1 | PIONEER® Administrator Seat | \$12,000.00 | \$4,000.00 | 1 | Each | 0% | \$4,000.00 |
| P.5 | PIONEER® Data & Storage | Included | Included | Unlimited | Unlimited | 0% | \$0.00 |
| P.4 | PIONEER® Viewer Seat | Included | Included | Unlimited | Unlimited | 0% | \$0.00 |
| P.2 | PIONEER® Inspector / Editor Seat | \$6,000.00 | \$1,000.00 | 1 | Each | 0% | \$1,000.00 |
| P.3 | PIONEER® On-Truck / Field Uploader Seat | \$2,400.00 | \$400.00 | 1 | Each | 0% | \$400.00 |
| Annual Software Subscription TOTAL: | | | | | | | \$5,400.00 |

Pay-As-You-Go Services

| Item | Description | List Price | Net Price | Quantity | Unit | Disc. | Total |
|--------------------------------------|---|------------|-----------|----------|-------------|-------|--------|
| APP.1 | AutoCode™ Pay-As-You-Go for Mainline PACP or Lateral LACP | \$0.27 | \$0.27 | TBD | Linear Feet | 0% | \$0.00 |
| Pay-As-You-Go Services TOTAL: | | | | | | | \$0.00 |

Pricing Totals:

Software Total: \$5,400.00
 Services Total: \$0.00

1st Year Total: \$5,400.00
 Annualized \$5,400.00
 Total:

Contract Term: 4 Months
 Grand Total: \$5,400.00

Discount Value/Credits:

Discounts: \$-15,000.00
 Credits: 0

40,000 x 0.27 = \$10,800

EFFECTIVE DATE & AGREEMENT TERM

This agreement is effective immediately following the expiration of the preceding contract.

This agreement shall remain in effect for 4 consecutive months.

PAYMENT TERMS

Net 30. Please remit payments to:

SewerAI Corp
 1646 N California Blvd, Suite 510
 Walnut Creek, CA 94596

- PIONEER® software subscription is invoiced Annually
- AutoCode™ pay-as-you-go service is invoiced monthly, as used.
- AutoCode™ annual subscription is invoiced Annually, as contracted or used - whichever is higher.

SewerAI Corp | Walnut Creek, CA
 855-952-2200 | www.sewerai.com | sales@sewerai.com

IMPLEMENTATION

SewerAI and City of Beatrice, NE will agree to meet as frequently as necessary to ensure project success for the duration of the first 12 months of the agreement.

Service Levels (if applicable):

Turnaround time for NASSCO PACP/LACP deliverables will not exceed 10 business days from the time of upload of datasets from newly captured inspections.

Turnaround time for NASSCO MACP deliverables will not exceed 10 business days from the time of upload of datasets from newly captured inspections.

Turnaround time for QAITM and Sewer3DTM will not exceed 2 business days from the time of upload of datasets from newly captured inspections.

Marketing: Both sides will make reasonable efforts on co-marketing initiatives (i.e., press releases, project spotlights, use cases, white papers, videos, referrals). SewerAI will not do any PR without written approval.

Pro-rata Implementation: It is expressly understood that implementation of additional Inspector (Editor) Seat licenses as well as On-Truck (Field) Uploader Seat licenses are subject to an implementation schedule wherein pro-rata billings for items may occur. When Items listed in the pricing schedule above are implemented they become billable on a pro-rata basis, such that the contract term of this agreement remains unchanged.

Terms of Service: This order for City of Beatrice, NE will be governed by the SewerAI Terms of Service, located at the URL hereto: www.sewerai.com/terms

AUTOMATIC RENEWAL WITH NOTIFICATION OF PRICE CHANGE

This Agreement shall automatically renew for successive twelve (12) month terms unless SewerAI receives written notice of non-renewal at least thirty (30) days prior to the end of the then-current term.

Following the initial term, pricing shall revert to SewerAI's then-current List Price unless otherwise agreed to in writing by both parties. Renewal pricing may increase by up to four percent (4%) annually, compounded and applied to the immediately preceding contract year's amount. Such increases will apply automatically and do not require prior written notice or amendment to this Agreement.

SewerAI will provide written notice at least sixty (60) days prior to renewal only if pricing adjustments exceed the four percent (4%) annual increase described above.

SEWERAI EXCLUSIONS

Proprietary means and methods employed, developed, improved and/or invented by SewerAI (including artificial intelligence, machine learning, algorithms, source code, scripts, schema or any other web-based tools) used in provision of certain “work products” or deliverables such as described above in Background and Scope of Order are not defined as “work products”. Any means and methods employed, developed, improved, and/or invented by SewerAI through execution of the Scope of Order are separate from Scope of Order, and will remain the sole property of SewerAI during the term, and after the term, of this Order.

Not included in the prices stated in this Order are the items listed below. If needed or found to be applicable, these items would be provided by SewerAI at an additional cost; or would be furnished by others, at your direction, at no cost to SewerAI.

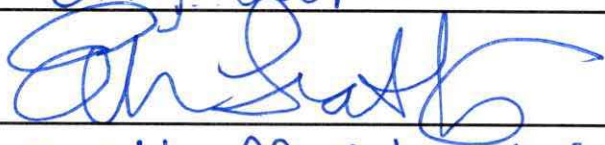
1. Retention / Retainage of funds by Owner and client to Customer
2. Pay-when-paid terms
3. Liquidated Damages
4. Payment and Performance bonds
5. Insurance Requirements Beyond SewerAI's Standard Coverage

APPROVAL & AUTHORITY TO PROCEED

This agreement and the pricing, terms, and scope described expire after 6/5/2026.

I have read and understood this agreement, and I accept and agree to all of its terms and conditions.

I enter into this agreement voluntarily, with full knowledge of its effect:

| | |
|---|--|
| Name: | Erin Saathoff |
| Title: | City Clerk |
| Signature: |  |
| Email: | esaathoff@beatrice.ne.gov |
| Date: | |
| AP Contact Name | Hannah Bell |
| AP Contact email | hbell@beatrice.ne.gov |
| Schedule of Items Selected (if applicable) | |