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Leesburg, VA20175 USA

Cage Code: 7QV38
UEI Number Y7D5MXRU2839
DUNS# 080431574
Federal Tax ID: 81-3911287
Business Size: Small Business

Date: 9/8/2026, 9:45 AM

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Vertosoft Quote for SewerAI - Eatontown Sewerage Authority, NJ

Contract: Sourcewell: 060624-VTO

Quote #: Q-28313
Expires On: 9/17/2026

Ship To
Eatontown Sewerage Authority, NJ
,

Quote For:
Name:
Company: Eatontown Sewerage Authority, NJ
Email:
Phone:

PAYMENT TERMS	DELIVERY METHOD	PAYMENT METHOD	VERTOSOFT CUST ID	SUPPLIER REF
Net 30	Electronic	Check/ACH/Credit Card		

PART #	DESCRIPTION	QTY	UNIT PRICE	EXTENDED
AP.P.1	AutoCode# - Mainline PACP or Lateral LACP	132,000.00	\$0.27	\$35,640.00
P.1R&RMM	PIONEER® Starter Platform License - PIONEER+Risk&Rehab +CommandCenter	1.00	\$15,000.00	\$15,000.00
AS.M.1	AutoCode# MACP Level II Condition Assessment (Includes Sewer3D#) - AI-assisted MACP Level II with Sewer3D# 3D model rendering. NASSCO-certified technician review, geometric measurements, photogrammetric point cloud. Captured via 360# action cameras.	100.00	\$39.20	\$3,920.00
TOTAL:				\$54,560.00

Period of Performance: 12 Months from Date of Award

AutoCode Overages
Over 132,000 · \$0.27 · Monthly
Manhole overages
Over 100 · \$39.20 · Monthly

Vertosoft LLC

Signature: _____
Name: _____
Title: _____
Date: _____

Eatontown Sewerage Authority, NJ

Signature: _____
Name: _____
Title: _____
Date: _____

SewerAI Agreement Details:

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.

Scope of Agreement

This proposal details an annual subscription that accelerates 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.

Implementation

Project Collaboration & Service Levels:

Ongoing Coordination: The Parties will agree to meet as frequently as necessary to ensure project success for the duration of the agreement.

Service Level Agreements (SLAs): The following turnaround times apply from the moment datasets from newly captured inspections are successfully uploaded:

NASSCO PACP/LACP | 10 Business Days NASSCO MACP | 10 Business Days QAITM and Sewer3DTM | 2 Business Days

Marketing & Communications: Both parties will make reasonable efforts toward co-marketing initiatives (e.g., press releases, project spotlights, use cases, white papers, videos, and referrals). The Provider shall not issue any public relations materials or press releases regarding this partnership without prior written approval from the Client.

Pro-rata Implementation: It is expressly understood that the implementation of additional Editor Seat licenses and Field Uploader Seat licenses are subject to an implementation schedule.

Billing: Items listed in the pricing schedule become billable on a pro-rata basis upon implementation.

Contract Term: Pro-rata billings for additional seats will not alter or extend the original contract term of this agreement.

Renewal

A renewal notice will be sent 30 days prior to expiration of the annual subscription. This agreement will only renew upon mutual agreement between the two parties. Should there be any changes to the pricing terms upon renewal, SewerAI will issue a written notice with the updated pricing at least 60 days prior to the end date of the current agreement.

Annual renewal pricing shall be increased by up to four percent (4%) for each renewal year, compounded annually based on the immediately preceding contract year's amount, applied upon each renewal. Such annual increases shall be automatically applied and not require prior written notice or amendment to this Agreement. SewerAI will provide written notice of any pricing adjustments at least sixty (60) days prior to the end of the then-current term only for adjustments in excess of the four percent (4%) CAGR 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

Additional Terms & Conditions

This order is governed by the **SewerAI Terms of Service** linked below.

 [SewerAI Terms of Service](#)



RESOLUTION 2026-09-01

AUTHORIZING THE PURCHASE OF SEWER AI SOFTWARE AND RELATED SERVICES FROM VERTOSOFT

WHEREAS, the Authority is currently in need of new AI Software and related services from VERTOSOFT to inspect and prioritize asset management; and

WHEREAS, the Authority is registered with Sourcewell", the cooperative purchasing program which allows government agencies to purchase items on co-op and forgoes the bid and solicitation process; and

WHEREAS, the Authority has received a quotation of \$54,560.00 (see quotation Q-28272– attached) from Vertosoft for a 1-year license for the Sewer AI Software as well as autocoding of 132,000 linear feet of sewer line and 100 manholes; and

WHEREAS, the above referenced software and services are available under Sourcewell Contract # 060624-VTO; and

WHEREAS, the Authority wishes to build some flexibility into this resolution to use the ala carte services in the contract beyond the scope of the quote should CCTV Inspection exceed the amount allowed under the quote; and

WHEREAS, it would be in the best interests of the Authority to purchase the software and related services to better understand the condition of the assets in their collection system; and

WHEREAS, in accordance with NJAC 5:30-5.4(a)(3), the EATONTOWN SEWERAGE AUTHORITY certifies the availability of funds, to cover the maximum dollar value of the pending contract as set forth in the Resolution.

NOW, THEREFORE, BE IT RESOLVED, by the Eatontown Sewerage Authority, as follows:

1. That the Authority shall purchase the Vertosoft Sewer AI software and related services per Vertosoft Quote #f Q-28272 from Sourcewell Contract # 060624-VTO
2. That the total allocated under this contract shall not exceed \$80,000.00

BE IT FURTHER RESOLVED that the Executive Director is authorized to execute any and all

documents necessary to effectuate this resolution.

RECORDED VOTE

ROLL CALL	Moved	Seconded	Affirmative	Negative	Abstain	Absent
Ken East	X		X			
Greg Seitz			X			
John Sciarappa			X			
William Diedrichsen		X	X			
Juan Vazquez			X			

The foregoing is a true copy of a resolution adopted by the governing body of the Eatontown Sewerage Authority on September 8, 2026.

Robert A. Villée

ROBERT A. VILLEE, Executive Director

DATED: September 8, 2026