PROFESSIONAL SERVICES AGREEMENT

This **PROFESSIONAL SERVICES AGREEMENT** ("Agreement") is made and entered into by and between the **CITY OF BURLESON** (the "City"), a home rule municipal corporation situated in portions of Tarrant and Johnson Counties, Texas and **QUANTA TECHNOLOGY, LLC**, ("Consultant").

1. SCOPE OF SERVICES.

Consultant hereby agrees to provide the City with professional services for the purpose of **the services outlined in Exhibit A, B and C** Attached hereto and incorporated for all purposes incident to this Agreement. More specifically describing the services to be provided hereunder.

2. TERM.

This Agreement shall commence upon execution by the parties, ("Effective Date") and terminate upon completion of the work specified or one year from date of execution whichever is earlier, and unless terminated earlier in accordance with the provisions of this Agreement. Articles 6 and 8 herein shall survive the term of this agreement.

3. COMPENSATION.

This is a fixed-price contract. The City shall pay Consultant an amount not to exceed One Hundred Thousand Three Hundred Eighteen dollars and no cents ($100,318.00) dollars in accordance with the fee schedule incorporated herein as Attachment B, and subject to the other terms and conditions of this Agreement , in exchange for completion of all tasks and delivery of all services listed in Attachment A, Scope of Services. In the event of partial performance the City shall pay Consultant for only the itemized tasks completed and delivered. Consultant shall not perform any additional services for the City not specified by this Agreement unless the City requests and approves in writing the additional services and costs for such services. The City shall not be liable for any additional expenses of Consultant not specified by this Agreement unless the City first duly approves such expenses in a contract amendment executed by the City Manager or the City Manager's designee.

The Contractor shall submit monthly payment invoices to the City. Invoices shall contain a detailed breakdown to include: task or deliverables to the City and date provided for the billing period, the amount billed for each task or deliverable, and the total amount due.

Payment for services rendered shall be due within thirty (30) days of the uncontested performance of the particular services so ordered and receipt by City of Contractor's invoice for payment of same. In the event of a disputed or contested billing, only that portion so contested may be withheld from payment, and the undisputed portion will be paid. No interest will accrue on any contested portion of the billing until mutually resolved. City will exercise reasonableness in contesting any billing or portion thereof.

4. TERMINATION.

4.1. Written Notice.

The City or Consultant may terminate this Agreement at any time and for any reason by providing the other party with 30 days written notice of termination.

4.2. Non-appropriation of Funds.

In the event no funds or insufficient funds are appropriated by the City in any fiscal period for any payments due hereunder, City will notify Consultant of such occurrence and this Agreement shall terminate on the last day of the fiscal period for which appropriations were received without penalty or expense to the City of any kind whatsoever, except as to the portions of the payments herein agreed upon for which funds shall have been appropriated.

4.3. Duties and Obligations of the Parties.

In the event that this Agreement is terminated prior to the Expiration Date, the City shall pay Consultant for services actually rendered or Consultant shall reimburse the City for services paid for but not actually rendered, up to the date of notice of termination.

5. DISCLOSURE OF CONFLICTS AND CONFIDENTIAL INFORMATION.

Consultant hereby warrants to the City that Consultant has made full disclosure in writing of any existing or potential conflicts of interest related to Consultant's services under this Agreement. In the event that any conflicts of interest arise after the Effective Date of this Agreement, Consultant hereby agrees immediately to make full disclosure to the City in writing. Consultant, for itself and its officers, agents and employees, further agrees that it shall treat all information provided to it by the City as confidential and shall not disclose any such information to a third party without the prior written approval of the City. Consultant shall store and maintain City information in a secure manner and shall not allow unauthorized users to access, modify, delete or otherwise corrupt City Information in any way. Consultant shall notify the City immediately if the security or integrity of any City information has been compromised or is believed to have been compromised.

6. RIGHT TO AUDIT.

Consultant agrees that the City shall, until the expiration of three (3) years after final payment under this contract, have access to and the right to examine at reasonable times any directly pertinent books, documents, papers and records of the consultant involving transactions relating to this Contract at no additional cost to the City. Consultant agrees that the City shall have access during normal working hours to all necessary Consultant facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. The City shall give Consultant reasonable advance notice of intended audits.

Consultant further agrees to include in all its subcontractor agreements hereunder a provision to the effect that the subcontractor agrees that the City shall, until

expiration of three (3) years after final payment of the subcontract, have access to and the right to examine at reasonable times any directly pertinent books, documents, papers and records of such subcontractor involving transactions related to the subcontract, and further that City shall have access during normal working hours to all subcontractor facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this paragraph. City shall give subcontractor reasonable notice of intended audits.

7. INDEPENDENT CONTRACTOR.

It is expressly understood and agreed that Consultant shall operate as an independent contractor as to all rights and privileges granted herein, and not as agent, representative or employee of the City. Subject to and in accordance with the conditions and provisions of this Agreement, Consultant shall have the exclusive right to control the details of its operations and activities and be solely responsible for the acts and omissions of its officers, agents, servants, employees, contractors and subcontractors. Consultant acknowledges that the doctrine of *respondeat superior* shall not apply as between the City, its officers, agents, servants and employees, and Consultant, its officers, agents, employees, servants, contractors and subcontractors. Consultant further agrees that nothing herein shall be construed as the creation of a partnership or joint enterprise between City and Consultant.

8. LIABILITY AND INDEMNIFICATION.

CONSULTANT SHALL BE LIABLE AND RESPONSIBLE FOR ANY AND ALL PROPERTY LOSS, PROPERTY DAMAGE AND/OR PERSONAL INJURY, INCLUDING DEATH, TO ANY AND ALL PERSONS, OF ANY KIND OR CHARACTER, WHETHER REAL OR ASSERTED, TO THE EXTENT CAUSED BY THE NEGLIGENT ACT(S) OR OMISSION(S), MALFEASANCE OR INTENTIONAL MISCONDUCT OF CONSULTANT, ITS OFFICERS, AGENTS, SERVANTS OR EMPLOYEES.

CONSULTANT COVENANTS AND AGREES TO, AND DOES HEREBY, INDEMNIFY, HOLD HARMLESS AND DEFEND THE CITY, ITS OFFICERS, AGENTS, SERVANTS AND EMPLOYEES, FROM AND AGAINST ANY AND ALL CLAIMS OR LAWSUITS FOR EITHER PROPERTY DAMAGE OR LOSS (INCLUDING ALLEGED DAMAGE OR LOSS TO CONSULTANT'S BUSINESS AND ANY RESULTING LOST PROFITS) AND/OR PERSONAL INJURY, INCLUDING DEATH, TO ANY AND ALL PERSONS, OF ANY KIND OR CHARACTER, WHETHER REAL OR ASSERTED, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, TO THE EXTENT CAUSED BY THE NEGLIGENT ACTS OR OMISSIONS OR MALFEASANCE OF CONSULTANT, ITS OFFICERS, AGENTS, SERVANTS OR EMPLOYEES.

9. LIMITATIONS OF LIABILITY

Waiver of Certain Damages: Notwithstanding any other provisions of this Agreement to the contrary, neither City nor Consultant shall be liable under this Agreement or under any cause of action related to the subject matter of this Agreement, whether in contract,

tort (including negligence), strict liability, products liability, indemnity, contribution, or any other cause of action for punitive, special, indirect, incidental or consequential losses or damages, including loss of profits, use, opportunity, revenues, financing, bonding capacity, or business interruptions; provided that the limitation of liability set forth in this Section shall not apply to Consultant's : (i) indemnity obligations with respect to Third-Party Claims, (ii) willful misconduct, (iii) gross negligence, and/or (iv) breach of confidentiality provisions; nor shall the limitation apply to Owner's liability, if any, for payment for termination without cause or suspension of Consultant without Consultant's fault. "Third-Party Claim" means a claim by any person other than (i) a Party, (ii) person providing or receiving indemnity under this Contract, or (iii) a third-party beneficiary to this Agreement.

Consultant's Maximum Liability. Other than with regard to third party claims indemnified hereunder by Consultant, notwithstanding anything in this Agreement or otherwise to the contrary, and in addition to, cumulative of and not in limitation of any other limits on liability herein, the maximum aggregate liability of Consultant and Consultant Indemnified Parties under this Agreement or the relevant Order, regardless of cause (whether in contract, tort, strict liability, or otherwise), shall not exceed in the aggregate an amount equal to (A) (with respect to losses covered by policies of insurance Consultant is required to obtain and maintain under this Agreement) actual proceeds from the coverage amounts required under this Agreement for the policy covering such loss, and (B) for claims as to which no such coverage is required (e.g., for ordinary breach of contract) the total amount of compensation paid to Consultant under or for this Agreement or the relevant Order.

10. ASSIGNMENT AND SUBCONTRACTING.

Consultant shall not assign or subcontract any of its duties, obligations or rights under this Agreement without the prior written consent of the City. If the City grants consent to an assignment, the assignee shall execute a written agreement with the City and the Consultant under which the assignee agrees to be bound by the duties and obligations of Consultant under this Agreement. The Consultant and Assignee shall be jointly liable for all obligations under this Agreement prior to the assignment. If the City grants consent to a subcontract, the subcontractor shall execute a written agreement with the Consultant referencing this Agreement under which the subcontractor shall agree to be bound by the duties and obligations of the Consultant under this Agreement as such duties and obligations may apply. The Consultant shall provide the City with a fully executed copy of any such subcontract.

11. INSURANCE.

Consultant shall provide the City with certificate(s) of insurance documenting policies of the following coverage limits that are to be in effect prior to commencement of any work pursuant to this Agreement:

11.1. Coverage and Limits

a. Commercial General Liability
   $1,000,000 Each Occurrence
   $1,000,000 Aggregate

b. Automobile Liability
   $1,000,000 Each accident on a combined single limit basis or
   $250,000 Bodily injury per person
   $500,000 Bodily injury per person per occurrence
   $100,000 Property damage

Coverage shall be on any vehicle used by the Consultant, its employees, agents, representatives in the course of the providing services under this Agreement. "Any vehicle" shall be any vehicle owned, hired and non-owned.

c. Worker's Compensation Statutory coverage with limits consistent with statutory benefits outlined in the Texas workers' Compensation Act (Art. 8308 – 1.01 et seq. Tex. Rev. Civ. Stat.)

d. Employer's Liability
   $100,000 Each accident/occurrence
   $100,000 Disease - per each employee
   $500,000 Disease - policy limit

This coverage may be written as follows:

e. Errors & Omissions (Professional Liability):
   $1,000,000 Per Claim and Aggregate

If coverage is written on a claims-made basis, the retroactive date shall be coincident with or prior to the date to the contractual agreement. The certificate of insurance shall state that the coverage is claims-made and include the retroactive date. The insurance shall be maintained for the duration of the contractual agreement and for three (3) years following completion of the services provides under the contractual agreement or for the warranty period, which ever is longer. An annual certificate of insurance submitted to the City shall evidence coverage.

11.2. Certificates.

Certificates of Insurance evidencing that the Consultant has obtained all required insurance shall be delivered to the City prior to Consultant proceeding with any work pursuant to this Agreement. All applicable policies shall be endorsed to name the City as an additional insured thereon, as its interests may appear. Additional Insured status is provided pursuant and subject to ISO Endorsement Form CG 20 10 12 19 and/or CG 20 37 12 19 for Commercial General Liability, and standard forms for policies other than Commercial General Liability, but only to the extent of Consultant's expressly assumed indemnification obligations under this Agreement. Additional Insured status shall not apply to Workman's Compensation, Professional Liability, and Employer's Liability. The term City shall include its employees, officers, officials, agent, and volunteers in respect to the contracted services. Any failure on the part of the City to request required insurance documentation shall not constitute a waiver of the insurance requirement. The City reserves the right to make reasonable requests or revisions

pertaining to the types and limits of that coverage. A minimum of thirty (30) days, notice of cancellation or reduction in limits of coverage shall be provided to the City. Ten (10) days notice shall be acceptable in the event of non-payment of premium. Such terms shall be endorsed onto Consultant's insurance policies. Notice shall be sent to the Purchasing Manager, City of Burleson, 141 W. Renfro, Burleson, Texas 76028, with copies to the City Attorney at the same address.

11.3. Additional Insurance Requirements.

The insurance required herein must be provided by an insurer licensed to do business in the State of Texas. The insurance required herein must be provided by an insurer rated by the A.M. Best as "A-" or better or are rated "A" by Standard and Poor's. The insurance required herein shall be in full force and effect at all times during this Agreement.

12. COMPLIANCE WITH LAWS, ORDINANCES, RULES AND REGULATIONS.

Consultant agrees to comply with all applicable federal, state and local laws, ordinances, rules and regulations. If the City notifies Consultant of any violation of such laws, ordinances, rules or regulations, Consultant shall immediately desist from and correct the violation.

12.1. Records Retention

To the extent Section 552.371 of the Texas Government Code applies to Consultant and the Agreement, in accordance with Section 552.372 of the Texas Government Code, Consultant must (a) preserve all contracting information related to the Agreement in accordance with the records retention requirements applicable to the City for the duration of the Agreement, (b) no later than the tenth business day after the date of the City's request, provide to the City any contracting information related to the Agreement that is in Consultant's custody or possession, and (c) on termination or expiration of the Agreement, either (i) provide to the City at no cost all contracting information related to the Agreement that is in Consultant's custody or possession or (ii) preserve the contracting information related to the Agreement in accordance with the records retention requirements applicable to the Consultant. Except as provided by Section 552.374(c) of the Texas Government Code, the requirements of Subchapter J, Chapter 552, Government Code, may apply to the Agreement and Consultant agrees that the Agreement may be terminated if Consultant knowingly or intentionally fails to comply with a requirement of that subchapter.

13. NON-DISCRIMINATION COVENANT.

Consultant, for itself, its personal representatives, assigns, subcontractors and successors in interest, as part of the consideration herein, agrees that in the performance of Consultant's duties and obligations hereunder, it shall not discriminate in the treatment or employment of any individual or group of individuals on any basis prohibited by law. If any claim arises from an alleged violation of this non-discrimination covenant by Consultant, its personal representatives, assigns, subcontractors or successors in interest, Consultant agrees to assume such liability and to indemnify and defend the City and hold the City harmless from such claim.

14. NOTICES.

Notices required pursuant to the provisions of this Agreement shall be conclusively determined to have been delivered when (1) hand-delivered to the other party, its agents, employees, servants or representatives, (2) delivered by facsimile with electronic confirmation of the transmission, or (3) received by the other party by United States Mail, registered, return receipt requested, addressed as follows:

To CITY:	To CONSULTANT
City of Burleson City Manager	Quanta Technology, LLC 4020 Westchase Boulevard Suite 200
Attn: Bryan Langley 141 W. Renfro St. Burleson, TX 76028	Raleigh, NC 27607 Attn: David Hart, VP

15. GOVERNMENTAL POWERS.

It is understood and agreed that by execution of this Agreement, the City does not waive or surrender any of its governmental powers.

16. NO WAIVER.

The failure of the City or Consultant to insist upon the performance of any term or provision of this Agreement or to exercise any right granted herein shall not constitute a waiver of the City's or Consultant's respective right to insist upon appropriate performance or to assert any such right on any future occasion.

17. GOVERNING LAW / VENUE.

This Agreement shall be construed in accordance with the internal laws of the State of Texas. If any action, whether real or asserted, at law or in equity, is brought on the basis of this Agreement, venue for such action shall lie in state courts located in Johnson County, Texas or the United States District Court for the Northern District of Texas.

18. SEVERABILITY.

If any provision of this Agreement is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.

19. FORCE MAJEURE.

The City and Consultant shall exercise their best efforts to meet their respective duties and obligations as set forth in this Agreement, but shall not be held liable for any delay or omission in performance due to force majeure or other causes beyond their reasonable control (force majeure), including, but not limited to, compliance with any government law, ordinance

or regulation, acts of God, acts of the public enemy, fires, strikes, lockouts, epidemic or pandemic natural disasters, wars, riots, material or labor restrictions by any governmental authority, transportation problems and/or any other similar causes.

20. WARRANTY

Consultant's warranty for services, workmanship and materials, if any, shall extend one (1) year from completion of Consultant's Work (or the earlier termination of this contract); and in addition, with regard to defects and non-conformances corrected pursuant thereto, Consultant's warranty term shall extend one (1) year from the date of repair; however, in no event shall Consultant's foregoing warranty, nor any warranty obligations of Consultant under this Agreement, extend for more than two (2) years from Substantial Completion of its Work (or the earlier termination of this Agreement).

THE EXPRESS WARRANTIES OF CONSULTANT SET FORTH HEREIN ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER STATUTORY, EXPRESS, OR IMPLIED, (INCLUDING, BUT NOT LIMITED TO, ALL WARRANTIES OF PERFORMANCE, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND ALL WARRANTIES ARISING FROM COURSE OF DEALING AND USAGE OF TRADE), AND CONSULTANT HEREBY DISCLAIMS, AND CITY HEREBY WAIVES, ANY AND ALL SUCH OTHER WARRANTIES. THE WARRANTY COVERAGE SET FORTH HEREIN IS THE SOLE AND EXCLUSIVE REMEDY BY CITY FOR CLAIMS RELATED TO AND ARISING FROM DEFECTIVE WORK.

Consultant is not and shall not be held liable for any alleged breach of the warranties given in this agreement to the extent caused by or arising out of:

(a) Ordinary Wear and Tear in the operation of the project;
(b) Alterations or Repairs carried out by persons not authorized by Consultant;
(c) Services provided by, or the use of materials, equipment, layouts or designs supplied or required by any party other than Consultant, its subconsultants or suppliers unless approved by Consultant in writing;
(d) A Force Majeure Event; or
(e) The City's failure to maintain the project or any part thereof.

21. OWNERSHIP OF PRE-EXISTING INTELLECTUAL PROPERTY.

City acknowledges that, as between Consultant and City, any intellectual property that Consultant developed independently of City and/or pre-exists Consultant's performance of the Work pursuant to this Agreement ("Pre-Existing IP") is the sole and exclusive property of Consultant. If any Consultant IP is incorporated into the Work or any Deliverable, Consultant hereby grants to City a perpetual, irrevocable, non-exclusive, worldwide, freely transferable license to use, reproduce, publicly perform, publicly display, and digitally perform such Pre-Existing IP, as necessary to use, maintain, and further modify the Work, in any media now known or hereafter discovered, together with the right to further sublicense the foregoing rights to any Affiliate.

22. HEADINGS NOT CONTROLLING.

Headings and titles used in this Agreement are for reference purposes only and shall not be deemed a part of this Agreement.

23. REVIEW OF COUNSEL.

The parties acknowledge that each party and its counsel have reviewed and revised this Agreement and that the normal rules of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or exhibits hereto.

24. AMENDMENTS / MODIFICATIONS / EXTENSIONS.

No extension, modification or amendment of this Agreement shall be binding upon a party hereto unless such extension, modification, or amendment is set forth in a written instrument, which is executed by an authorized representative and delivered on behalf of such party.

25. ENTIRETY OF AGREEMENT.

This Agreement, including the schedule of exhibits attached hereto and any documents incorporated herein by reference, contains the entire understanding and agreement between the City and Consultant, their assigns and successors in interest, as to the matters contained herein. Any prior or contemporaneous oral or written agreement is hereby declared null and void to the extent in conflict with any provision of this Agreement.

26. SIGNATURE AUTHORITY.

The person signing this agreement hereby warrants that he/she has the legal authority to execute this agreement on behalf of the respective party, and that such binding authority has been granted by proper order, resolution, ordinance or other authorization of the entity. The other party is fully entitled to rely on this warranty and representation in entering into this Agreement.

27. NO WAIVER OF GOVERNMENTAL IMMUNITY.

Nothing contained in this Agreement shall be construed as a waiver of City's governmental immunity, or of any damage caps or limitations imposed by law, or any other legal protections granted to City by law, except to the extent expressly provided or necessarily implied herein.

28. MANDATORY OWNERSHIP DISCLOSURE PROVISION.

Consultant shall submit completed Texas Ethics Commission Form 1295 Ownership Disclosure form to City at time of execution of Agreement pursuant to Texas Government Code Section 2252.908.

29. MANDATORY ANTI-ISRAEL BOYCOTT PROVISION.

Consultant affirms and verifies by signature it does not boycott Israel and will not boycott Israel in accordance with Chapter 2270 of the Texas Government Code.

30. NON-EXCLUSIVITY.

Agreement is non-exclusive and City may enter into a separate Agreement with any other person or entity for some or all of the work to be performed under Agreement.

31. NO THIRD-PARTY BENEFICIARIES.

Except as expressly provided herein, nothing herein is intended to confer upon any person other than the parties hereto any rights, benefits or remedies under or because of this Agreement, provided, however, that the described beneficiaries of the indemnity provisions of this Agreement are expressly intended third-party beneficiaries of this Agreement.

32. **BASIC SAFEGUARDING OF CONTRACTOR INFORMATION SYSTEMS.**

The Consultant shall apply basic safeguarding requirements and procedures to protect the Consultant's information systems whenever the information systems store, process, or transmit any information, not intended for public release, which is provided by or generated for the City. This requirement does not include information provided by the City to the public or simple transactional information, such as that is necessary to process payments. These requirements and procedures shall include, at a minimum, the security control requirements "reflective of actions a prudent business person would employ" which are outlined in the Federal Acquisition Regulations FAR 52.204-21(b) and codified in the Code of Federal Regulations at 48 C.F.R. § 52.204-21(b) (2016).

Consultant shall include the substance of this clause in subcontracts under this contract (including subcontracts for the acquisition of commercial items other than commercially available off-the-shelf items) in which the subcontractor may have City contract information residing in or transiting through its information system.

33. COUNTERPARTS; PDF SIGNATURES.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Any pdf- format or other electronic transmission of any signature of a signatory shall be deemed an original and shall bind such signatory.

Signatures are on last page following Exhibit C

The remainder of this page is left intentionally blank

Attachment A
Scope of Work

QUANTA TECHNOLOGY

PROPOSAL

Automated Meter Reading (AMR)/Automated Metering Infrastructure (AMI) Feasibility Study

PREPARED FOR

City of Burleson, TX

DATE

November 3, 2022

INTERNAL PROJECT NUMBER

22G013

PREPARED BY

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VERSION HISTORY:

Version	Date	Description
1.0	11/3/22	Initial submission

EXECUTIVE SUMMARY

Quanta Technology welcomes the opportunity to work with the City of Burleson to support its adoption of an AMR/AMI solution as described in RFP 2022-023. We are an independent and diverse consulting company with approximately 300 experienced consultants and industry experts headquartered in Raleigh, North Carolina, with supporting offices in Illinois, California, and Canada. We have helped many clients with AMI deployments, feasibility studies, and roadmap creation and implementation. Our experts can help you select an AMR or AMI solution to meet your needs and provide various services to leverage your investment. These benefits enable future initiatives and technologies, such as advanced analytics, service disconnect/reconnect, pressure and leak detection, water balance, and more.

Our dedicated team of experts has decades of direct AMI project implementation experience. It has collectively deployed over 130 systems ranging from several thousand metering endpoints to millions of endpoints spanning large geographic footprints. Many of these projects have water and electric services and water-only areas. We understand what it takes to fully adopt new technology into your workplace, business processes, and community. We have worked with our clients to develop strategic roadmaps, secure funding, analyze business impacts and readiness, develop system requirements and RFPs, vendor evaluation and selection, contracting, and system implementation. We bring unique perspectives, having worked for three major AMI vendors and specializing in system deployments. We know and understand technologies and project implementations. We are also in a unique position of working with one of our clients performing a billing integration with Tyler Technologies. We can provide unique perspectives having recently lived and traveled that road.

One of our main strengths is customer retention and organic growth through developing long-lasting relationships with our customers. The vast majority of our work comes from customer referrals and ongoing projects at the request of our customers. We encourage you to contact our references to understand better their project journeys and how we have supported them by delivering quality and effective services.

This proposal aligns with the RFQ's recommended contents and is organized as instructed in the document. We acknowledge receipt of the "RFP 2022-023, "City of Burleson Automated Meter Reading (AMR)/Automated Meter Infrastructure (AMI) Feasibility Study" document, as well as Addendum 1. As requested, we are bundling completed forms and the Terms and Conditions redlines as part of our proposal submission.

We are the best fit for this project based on our experience, proven methodology, and holistic approach to new technology adoptions, including considerations for people, processes, end customers, and technology. We have demonstrated experience implementing water utility systems and software, and our customers can testify to our quality services. Our team members are equipped and available to provide dedicated, ongoing technical support as required.

Thank you again for the opportunity to respond to your solicitation request, and we hope you will find our proposal meets your requirements. We are available to answer any questions you may have.

Sincerely,

David Elizondo, PhD
Vice President, Business Development and International Operations

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1 QUALIFICATIONS AND EXPERIENCE

1.1 Firm Overview

Founded in 2006, **Quanta Technology** is an independent technology, consulting, and testing company providing business and technical expertise, along with advanced methodologies and processes, to utilities and others in the power and energy industries. Our corporate headquarters is in Raleigh, North Carolina, and we have supporting offices in Illinois, California, and Canada. Our mission is to provide unparalleled value to our clients in every engagement across the value chain by using advanced software and hardware, laboratories, and custom tools for a holistic approach to practical service and the most insightful thought leadership in the industry.

Quanta Technology's client base is well-established in North America and numerous international markets. Our clients include energy-delivery utility companies (investor-owned utilities, municipalities, cooperatives), large industrial companies, energy suppliers, regional transmission organizations/independent system operators (RTOs/ISOs), and energy industry research and support organizations.

Quanta Technology is a wholly-owned subsidiary of **Quanta Services, Inc.** (NYSE: PWR). Quanta Services safely provides engineering, procurement, and construction (EPC) services for comprehensive infrastructure needs in the electric power and oil and natural gas industries. With a workforce of tens of thousands strong and offices across North America and abroad, Quanta is the premier provider in the industries it serves. As part of the Quanta family of companies, Quanta Technology has the manpower, resources, and expertise to complete projects that are local, regional, national, or international in scope. For more information about Quanta Technology, visit our website at https://quanta-technology.com.

We offer a full spectrum of services in the following:

- Grid Modernization and Business Strategy
- Regulatory Compliance
- Transmission and Distribution
- Advanced Metering Infrastructure (AMI)
- Smart Water Solutions
- Non-Revenue Water Solutions
- Leak Detection, Pressure Monitoring
- Automation and Testing
- Asset Operations
- Protection and Control
- Asset Management
- Electrical Transportation
- Enterprise Integration
- Smart Grid Strategies
- Applied R&D

We want to highlight a few key points when considering Quanta Technology:

1. Quanta Technology is a **fully independent** consulting firm that is vendor-agnostic. We have no associations with any vendor or product distributor and do not derive revenue from any technology sale or resale for any product or service. While we are independent of any vendor, we have extensive background and experience deploying systems with all major AMI vendors and know and understand their systems and methods. By being independent, we can leverage our rich background to advise you on the best solution that meets your business needs.

2. Quanta Technology offers **exceptional industry experience and technology consulting services**. Each staff member has at least 11–40+ years of experience and over 120 years of experience collectively as

a team. It is not just the years of experience but also the relevance and quality of experiences. We have worked for most major AMI vendors and have direct experience deploying and adopting systems. We know and understand what you need to deploy systems successfully.

3. Quanta Technology **is your trusted advisor leveraging our experiences to protect your project investment and success**. Our vast industry and direct project deployment experience is key to protecting you from experiencing some of the common pitfalls that negatively affect project deployments. We understand the importance of aligning stakeholder expectations, addressing organizational readiness gaps, preventing underutilizing system value through critical integrations, and ensuring the wrong technology/service is not selected to meet your current and future needs. We also understand how to leverage your investment to derive future benefits by improving customer engagement through customer portals, improving operations with advanced analytics, and reducing non-revenue water loss through active water balance computations.

4. Quanta Technology offers **a holistic approach to technology adoption** that considers people, processes, end customers, and technology. Many consulting services focus on technology and technology adoption. We step back and take a broader, more comprehensive approach.

5. Quanta Technology **truly adopts a partnership mindset when engaging customers**. We focus on the customer's needs and develop relationships built on trust, listening to customers, and looking out for our client's interests as part of an integrated team. A significant amount of our business comes from repeat customers. We encourage you to contact our references to see how our philosophy builds good experiences.

1.2 Company Profile

Table 1-1. Company Profile and Contact Information

Item	Quanta Technology, LLC
Years in Operation	16
Ownership	Wholly owned subsidiary of Quanta Services, Inc.
Headquarters	4020 Westchase Blvd, Suite 300, Raleigh, NC 27607
Contact Information	Khaled Salem *ksalem@Quanta-Technology.com* (919) 817-5696
Total Employees	293
Outstanding Legal Claims (Last 5 yrs.)	None
Website	https://quanta-technology.com
Main Contact	Khaled Salem

1.3 Experience with Municipality Deployments

Collectively, team members have deployed more than 130 systems, ranging in size from a few thousand to more than a million AMI endpoints. Most of these systems (100+) involved municipal clients, with the remaining comprised of investor-owned utilities (IOUs) and some cooperatives. Many of these systems have water and electric meter endpoints with water-only areas. Our team has experience in all project phases, including business process assessments, business case analysis, system requirements definition, network technology evaluation, vendor selection, contract support/negotiations, and project implementation. We partner with clients to help them fully adopt AMI systems and leverage their investment to realize operational efficiencies, reduce system losses, and improve customer service. Below is a sample list of projects that deployed water endpoints.

Table 1-2. Quanta Technology Example Experience with Water Endpoints

130 Completed Deployment Examples

UTILITY	LOCATION	Elect. Meters	Water Meters	Gas Meters
OUC	USA, FL	227,589	105,690	
Tallahassee	USA, FL	113,606	87,450	24,692
Lafayette Utilities System (LUS)	USA, LA	65,135	56,995	
KCBPU	USA, KS	67,445	54,410	
Fort Collins	USA, CO	68,691	31,957	
Ocala	USA, FL	54,396	24,488	
Georgetown	USA, TX	23,089	23,981	
Peterborough	Canada, ON	37,101	22,760	15
Navajo Nation (NTUA)	USA, AZ	40,229	20,477	1,489
Columbia Power & Water Systems	USA, TN	26,003	18,944	
Duncan	USA, OK	9,276	12,521	
Danvers, Town of	USA, MA	13,333	11,262	
Newark (DE), City of	USA, DEL	12,240	9,484	
Wisconsin Rapids	USA, WI	14,408	8,606	
Memphis Light Gas Water (MLGW)	USA, TN	20,587	6,694	14,463
Fredericksburg, City of	USA, TX	5,641	6,516	
Tipp City	USA, OH	5,099	4,312	
Shawano	USA, WI	5,627	4,056	
Humboldt TN	USA, TN	4,542	3,955	3,554
Bay City of Michigan	USA, MI	16,155	2,869	
Burnet	USA, TX	2,891	2,337	
Utilismart	Canada, ON	79,577	1,660	286
David City	USA, NE	1,636	1,372	
Rochelle	USA, Il	4,017	1,089	
Cleveland Utilities	USA, TN	30,928	713	
NWG_FortFrances	Canada, ON	3,950	304	
Horizon Utilities	Canada, ON	240,342	286	
Silicon Valley Power (SVP)	USA, CA	730	37	

We are working on numerous projects in the Florida area, primarily through Florida Municipal Power Agency (FMPA). These projects have water and electric metering endpoints with some water-only areas. Section 3 contains more information on these projects.

1.4 Project Personnel

Our assigned project team comprises experts who have previously worked together on similar projects. This section details their qualifications, how they will be organized, and who will work on what aspects of the City of Burelson's (the City) project. Our team is led by Jesus Gonzalez, PMP, serving as the Project Manager. Jesus is a certified Project Management Professional (PMP) with more than 11 years of utility deployment experience and 24+ years of project management experience. He is supported by David Hart, the Vice President of Protection Control & Automation, and the team detailed below.

The proposed personnel for this project and their roles and responsibilities are shown in Table 1-3. It is anticipated that the Project Manager's resource allocation will vary from 20%–50% throughout the project, with peaks of 100% during needed timeframes. The remainder of the team will be dedicated as required to the project. The project's scope will determine the level of involvement in any given phase. This involvement can increase or decrease as needed by the City, but the resource allocation will always be appropriate for the level of effort required on the project. Quanta Technology has sufficient resources to meet the need.

Table 1-3. Proposed Staff Qualifications Summary

Name	Title	Relevant Experience	Role	Project Contribution
Jesus Gonzalez, PMP	Principal Advisor	11+ yrs. utility 24+ yrs. PM electricity/water	Project Manager	Project management, Team lead, customer prime
Robert Dumas, PhD, PE	Principal Advisor	40+ yrs. utility electricity/water	Subject Matter Expert	Technical prime, advisement, process development
Harris Glover	Executive Advisor	15+ yrs. utility 20+ yrs. IT	Subject Matter Expert	Advisement, process development
Louis Santilli	Principal Advisor	40+ yrs. utility electricity/water	Subject Matter Expert	Advisement, process development
David Uy, PE	Principal Engineer	27+ yrs. utility electric	Engineering and Project Support	Data analysis, project support
David Hart, PhD	Vice President, Protection Control & Automation	35+ yrs. utility	Executive Sponsor, Project Sponsor	Executive oversight, resource support

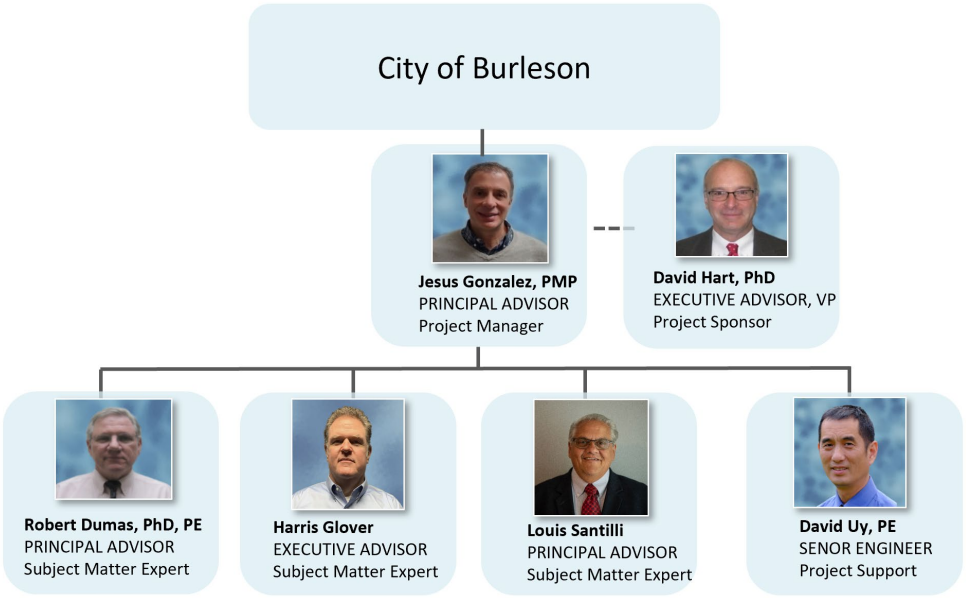

Figure 1-1. Project Organization Chart

JESUS GONZALEZ, PMP

JESUS GONZALEZ, PMP, *PRINCIPAL ADVISOR, Protection, Control & Automation,* has over 30 years of professional experience spanning the utility and telecommunications sectors and 24 years of project management experience. His utility experience includes over ten years of advanced metering infrastructure (AMI) deployments with Honeywell (formerly Elster Solutions & ABB). He led numerous deployment projects across a broad customer base consisting of municipal cooperatives and IOUs in North America and Mexico. He holds a master's degree in Information and Computer Science from the Georgia Institute of Technology in Atlanta and has been a certified Project Management Professional for 15 years.

Areas of Expertise

- Advanced Metering Infrastructure (AMI) electric, water, and gas system deployments
- Project management planning and governance, risk analysis/management, cost control
- Project management office portfolio management, Clarity PPM

Experience and Background

- Years of experience in the utility industry 2011–Present
- Principal Advisor, Protection, Control & Automation, Quanta Technology 2022–Present
- Manager Customer Delivery, Honeywell/Elster Solutions 2015–2021
- Senior Project Manager, Customer Delivery, Elster Solutions 2011–2015
- Years of experience in the telecommunications industry 2011–1987

Relevant Field Deployment Projects:

- City of Newberry AMI deployment, Water: 2.1K, Elec: 1.9, AMI meter deployment (Quanta Technology)
- City of Tallahassee, Water: 87K, Electric 113K, Gas 24K, AMI meter deployment (Honeywell)
- City of Fort Collins, Water: 31K, Elec: 68K, AMI meter deployment (Honeywell)
- Lafayette Utilities Sys. (LUS), Water 56K, Electric: 65K, AMI meter deployment (Honeywell)

Accomplishments and Industry Recognition

- Project Management Professional, PMP since 2007
- Six Sigma Green Belt, Villanova University

Education

- MS, Information and Computer Science, Georgia Institute of Technology, 1988
- BS, Electrical and Computer Engineering, University of Miami, 1987

ROBERT DUMAS, PHD, PE

ROBERT DUMAS, PHD, PE, *PRINCIPAL ADVISOR, Protection, Control & Automation,* has over 40 years of experience with increasing levels of organizational responsibility in electrical, nuclear, mechanical, and environmental engineering positions associated with electric utility generation, transmission operations, and advanced metering infrastructure (AMI) smart-grid solutions for some of the largest utilities in the US and internationally.

This experience includes 17+ years with Virginia Power Nuclear Design Engineering and 17 years in the AMI industry with Elster Solutions (formerly ABB) and Itron Inc. With Quanta Technology, he has been responsible for project execution of a multi-million-dollar Wide-Area Protection project for National Grid Saudi Arabia and ongoing AMI consulting projects. He continues with Quanta Technology as a senior AMI subject matter expert.

Areas of Expertise

- Project and program management
- Advanced metering infrastructure (AMI)
- Smart metering (electric, water, gas)
- Meter data management systems
- GIS system application
- Utility operations
- Resource planning
- Nuclear plant instrumentation and control
- Nuclear and EMS SCADA systems

Experience and Background

- Years of experience in the electric power industry 1977–Present
- Principal Advisor, Lead AMI, PCA, Quanta Technology 2016, 2018–Present
- Director, Solution Delivery, Itron Inc. 2017–2018
- Managing Partner, Smart Grid Consulting Associates, LLC 2015–2016
- Vice President, Program Implementation, Elster Solutions (formerly ABB) 1999–2014
- Senior Researcher and Doctoral Student, Environmental Engineering, NCSU 1995–1999
- Senior Staff Engineer, Nuclear Design and Power Supply, Virginia Power 1977–1994

Relevant Field Deployment Projects:

- City of Newberry, AMI deployment: water 2.1 K, electric 1.9, AMI meter deployment (Quanta Technology)
- City of Tallahassee: water 87 K, electric 113 K, gas 24K, AMI meter deployment (Honeywell)
- City of Fort Collins: water 31 K, electric 68 K, AMI meter deployment (Honeywell)
- KCBPU: water: 54 K, electric 67 K, AMI meter deployment (Honeywell)
- Peterborough: water 22 K, electric 37 K, AMI meter deployment (Honeywell)

Education

- PhD, Environmental Engineering, North Carolina State University, 1999
- MS, Environmental Engineering, North Carolina State University, 1996
- BS, Nuclear Engineering, North Carolina State University, 1977

HARRIS GLOVER

HARRIS GLOVER, *EXECUTIVE ADVISOR, TEAM LEAD, Protection, Control & Automation, Smart Metering/Advanced Metering Infrastructure*, has over 30 years of professional experience with increasing levels of organizational responsibility in IT systems, metering systems associated with IT enterprises, and advanced metering infrastructure (AMI) smart-grid solutions for some of the largest US and international utilities. This experience includes over 20 years with IT enterprises and 15 years in the AMI industry with Honeywell (formerly Elster Solutions & ABB), Itron Inc., and Landis+Gyr. At Quanta Technology, he executes AMI solutions and other ongoing AMI consulting projects in Puerto Rico.

Areas of Expertise

- Project and program management
- Advanced metering infrastructure (AMI)
- Smart metering (electric, water, gas)
- Meter data management systems
- GIS system application
- Utility operations
- Smart Cities
- Industrial Internet of Things (IIOT)
- Software development and methodologies

Experience and Background

- Years of experience in the electric power industry ..... 1999–2000 and 2008–Present
- Principal Advisor, Protection and Control, Quanta Technology 2021–Present
- Program Director, Services Delivery, Northeast, Landis+Gyr 2018–2021
- Program Manager, Solution Delivery, Itron 2017–2018
- Director, Connected Home, IoT, Honeywell Home, and Bldg. Tech., Honeywell 2015–2017
- VP, Product Management, Americas, Elster Solutions 2008–2015

Relevant Field Deployment Projects:

- City of Newberry, AMI deployment: water 2.1 K, electric 1.9 K, AMI meter deployment (Quanta Technology)
- City of Tallahassee: water 87 K, electric 113 K, gas 24 K, AMI meter deployment (Honeywell)
- City of Fort Collins: water: 31 K, electric 68 K, AMI meter deployment (Honeywell)
- KCBPU: water 54 K, electric 67 K, AMI meter deployment (Honeywell)
- NTUA: water 40 K, electric 20 K, gas 1.4 K, AMI meter deployment (Honeywell)

Education

- BBA, Management and Management Information Systems, Valdosta State University, 1986

LOUIS A. SANTILLI

LOUIS A. SANTILLI, *PRINCIPAL ADVISOR, Protection, Control & Automation,* has over 38 years of professional experience in all aspects of electric, water, gas, Smart City, and Smart Grid distribution systems, generation, customer service, and financial management. His investor-owned utility experience includes over 24 years of operation, engineering, and management roles in nuclear/fossil generation, transmission and distribution, and electric metering.

His system integrator/manufacturer experience includes more than 14 years in roles including Area Vice President Enterprise Projects, Sales, and Services. His previous manufacturing roles include Senior Director of Marketing/Product Management and Director of Global Manufacturing Quality of Electricity Products.

He has led and managed numerous gas, water, and electric projects across a broad customer base consisting of municipalities, cooperatives, and IOUs in North America. He holds a bachelor's degree in electrical engineering from the University of South Florida.

Areas of Expertise

- Advanced metering infrastructure: electric, water, and gas system deployments
- Smart city and smart grid systems
- Program management planning and governance, risk analysis/management, cost control
- Renewables: battery storage, electric vehicles, solar and wind

Experience and Background

- Years of experience in the utility industry 1979–Present
- Principal Advisor, Protection, Control & Automation, Quanta Technology 2022–Present
- Consultant, Harbourfront Group 2021–2022
- Chief Operating Officer/Equity Partner, Eplis2 2021–2022
- Vice President, Business Development, Bloom Energy 2021
- Area Vice President Enterprise Projects, Sales and Services, Itron, Inc. 2007–2021
- Operations, Engineering, and Management, Progress Energy Corp (Duke Energy Corp) 1983–2007
- Salem/Hope Creek Nuclear Maintenance, PSEG Nuclear, LLC 1998–2000

Accomplishments and Industry Recognition

- Certified Energy Manager (CEM), Association of Energy Engineers (Inactive)
- Certified Power Quality Professional (CPO), Association of Energy Engineers (Inactive)
- Trained Senior Reactor Operator, Florida Power Corp.

Education

- BS, Electrical Engineering, University of South Florida, 1997

DAVID UY, PE

DAVID UY, PE, *PRINCIPAL ENGINEER, Protection, Control & Automation,* is an accomplished engineer with expertise in designing and developing customer-focused solutions using customer requirements, system specifications, test and field data, and root cause analysis. He has expertise in developing, producing, and supporting power system protection, automation, energy measurement, and control products. David is also adept at managing projects and deploying efficient customer solutions.

Areas of Expertise

- Advanced metering infrastructure (AMI)
- Advanced meter reading (AMR)
- ANSI C12.18/21/22, DNP 3.0, Modbus, TCP/IP
- Power system protection
- Process management
- Data analysis
- Root cause analysis
- Project management
- Testing

Experience and Background

- Years of experience in the electric power industry 1995–Present
- Senior Engineer (Associate), Quanta Technology 2020–Present
- Sr. Advanced Embedded Engineer, Honeywell International 2016–2019
- Principal Engineer, Elster Solutions 2001–2016
- Senior R&D Engineer, ABB Electric Systems Technology Institute 1997–2001
- R&D Engineer, ABB Transmission Technology Institute 1995–1997

Relevant Field Deployment Projects:

- City of Newberry AMI deployment, Water: 2.1K, Elec: 1.9, AMI meter deployment (Quanta Technology)

Accomplishments and Industry Recognition

- Licensed Professional Engineer, North Carolina (No. 027004)
- IEEE member, 1983–Present
- Seven patents (four in AMI and three in distribution system protection and monitoring)

Education

- MS, Electrical Engineering (Power System Reliability), Missouri University of Science and Technology (University of Missouri-Rolla), 1991
- BS, Electrical Engineering, Michigan Technological University, 1988

DAVID G. HART, PHD

DAVID HART, PHD, *EXECUTIVE ADVISOR, Vice President, Protection, Control & Automation,* has over 25 years of experience in the power industry, including protection and control, power system automation, smart metering, and various research experience. He has been developing Automated Metering Infrastructure (AMI) products and systems for over 10 years, directing product management, engineering, and quality teams. As head of Protection and Control, he is responsible for overall business strategy, client and program proposals, and project execution for the business area. David holds over 25 patents and is a Senior Member of IEEE/PES.

Areas of Expertise

- Protection and control
- Substation automation
- Feeder automation
- Advanced metering infrastructure
- Smart metering

Experience and Background

- Years of experience in the electric power industry 1992–Present
- Vice President, Protection, Control, and Automation, Quanta Technology 2015–Present
- Vice President, Automation Solutions, ABB 2014–2015
- Executive Director, Solutions, ABB 2013–2014
- Senior Vice President, Solutions (PM, Engineering, Quality, Support), Elster ElectriCity..... 2006–2013
- Vice President, Engineering and Quality, Elster ElectriCity 2001–2006
- Automation Program Manager, ABB 1999–2001
- Automation Technology Center Manager, ABB 1997–1999
- Technology Team Leader, ABB 1996–1997

Accomplishments and Industry Recognition

- ABB Achievement Award
- Numerous technical disclosures in metering, power system protection, control, and automation
- Numerous patents issued
- Numerous industry publications
- IEEE/PES Senior Member

Education

- PhD, Electrical Engineering (Power Systems), Clemson University, 1991
- MS, Electrical Engineering (Power Systems), Clemson University, 1987
- BS, Mathematics and Physics, Wofford College, 1985

2 METHODOLOGY

Quanta Technology employs a proven three-phase project approach that has been well-received by our municipal clients. The municipality council can fund each phase incrementally, and we can adjust future phases to meet your specific project needs. To fulfill the specified scope, we have adapted our Phase 1 content to reflect your stated needs (Figure 2-1). We have left Phase 2 and Phase 3 of the methodology to provide some reference for typical activities performed in those phases. We will be glad to provide additional details as requested.

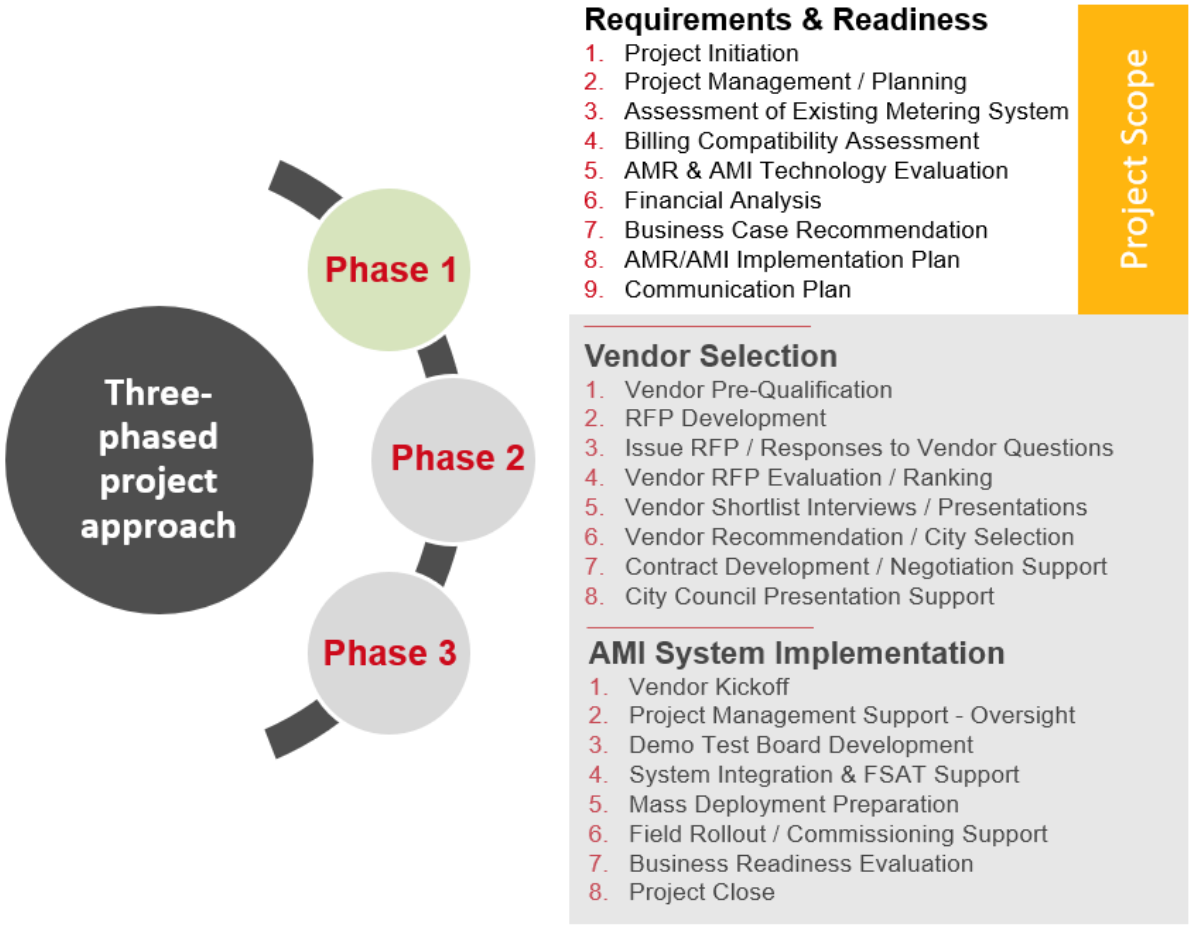

Figure 2-1. Quanta Technology's Three-Phase Project Approach

2.1 Project Initiation

We have seen utilities neglect efforts in planning and business process readiness in their rush to deploy the technology and discover later that they have missed some important opportunities for operational enhancements, leaving them unable to realize many of AMI's potential benefits. Quanta Technology encourages the City to invest in these activities upfront to reap the benefits later when the system is deployed.

The project will begin with a kickoff meeting in person or via a conference call. The kickoff meeting is expected to do the following:

1. Introduce project personnel
2. Ensure the scope of work (SOW) is clear to all team members
3. Update the SOW, if needed, based on detailed discussions
4. Ensure responsibilities for all project members are understood
5. Identify subject matter experts and stakeholders
6. Develop a communication plan for internal project communications
7. Review and update the schedule as needed
8. Discuss project expectations of all parties

In addition, to make it as easy on you as possible, we will provide you with an Information Request Packet detailing general information that will help us better prepare for the meeting and forthcoming feasibility assessment effort. Typical information requested includes the following:

1. The City's organization chart (indicating the team members who will be working on the project)
2. CIS account data for water metering endpoints, including the number of metering endpoints and relevant information (location, water meter sizes, types [compound, displacement, etc.], potable vs. reclaim, models, etc.)
3. A service territory map indicating metering endpoint placement
4. Topology of the area to be covered
5. Predicted growth patterns
6. External constraints, requirements, and regulations

2.2 Project Management/Project Planning

Quanta Technology will assign Jesus Gonzalez, an experienced PMP-certified AMI project manager in Raleigh, North Carolina, to provide oversight and technical guidance, working closely with a City-appointed project manager or team leader to manage project implementation from start to finish. Jesus will work closely with the City's team off-site and onsite as needed to carefully manage the project's implementation. He will work through all the tasks required during the project, including project planning, risk management, communication, action tracking, status reporting, and project oversight. He will also be responsible for escalating issues during the project to the appropriate City team members and driving those issues to a conclusion.

Shortly after the kickoff meeting, Jesus will work with the City team to develop a comprehensive project plan and schedule that includes a detailed work breakdown structure for tasks, project dependencies, and responsible parties. It will serve as a living plan that is updated weekly throughout the project. In addition, he will develop an action register to track ongoing actions and a communications plan detailing methods of information collection and distribution to ensure consistent communication to proper stakeholders throughout the project. Project risks will be proactively evaluated and documented in the Project Risk Register.

Jesus will hold regular status calls (typically weekly) with all key City stakeholders to review tasks, acquire status, assign and drive project action items, and review upcoming scheduled items. He will provide a meeting agenda ahead of the meeting and meeting notes shortly after the conclusion of each call. Additional follow-up working meetings are planned and needed to address specific items. Jesus is also supported by Quanta Technology subject matter experts and executive staff as needed.

It is important to note that the City-appointed project manager or team lead is key to project success. The appointed resource must have experience in City functions and have some background in project management or coordination/planning activities.

2.3 Assessment of the Existing Metering System

Shortly after the project kickoff, we will work with you to schedule an AMI business process readiness assessment. This typically involves one or two conference calls where we obtain the items requested in the Information Request Packet and ask clarifying questions. These calls help better define the agenda for a follow-up three-day onsite meeting and workshop designed primarily for information-gathering purposes. Onsite workshops typically involve a series of staff interviews and group sessions to understand better customers' needs, challenges, related capabilities status, and areas of interest. It may also involve a review of field assets and points of interest. The information-gathering workshop aims to understand the City's current business practices, priorities, needs, gaps, and future desires. This information will help us customize our extensive RFP Specification to tailor an AMI solution for the City. Typical topics that are covered include the following:

- Network topology and communication protocol for endpoints
- Basic billing functions (including handling compound water meters)
- Remote connect/disconnect
- Customer engagement plans
- Customer portal
- Leak detection
- Non-pay and move-in/out
- Tampering and other losses
- Water mass balance
- Customer event notification options
- Billing schedule flexibility
- Pre-payment
- Data analytics

As part of our efforts, we will include an assessment of the City's current water system infrastructure through data analysis of water loss sampling at various meter sizes/ages at different locations throughout the City. We believe a sample of 400 sites, distributed across the age population, will fulfill the City's request to achieve a 95% confidence level in line with recommendations from MIL-STD-105E samples procedures for inspection. As an optional service, we can provide field onsite inspections of water services for selected sites to assess and categorize field conditions.

We may also discuss Water Mass-Balance based on the AWWA Water Balance model (Figure 2-2) for what may need to be considered for computing a water balance and the benefits of pursuing this computation. AMI systems can provide the tools for frequent, almost real-time water balance calculations. Ensuring water system boundaries are metered is key to this capability. In the AWWA figure below (Figure 2-2), water losses (apparent and real) that AMI can help mitigate are shown in yellow.

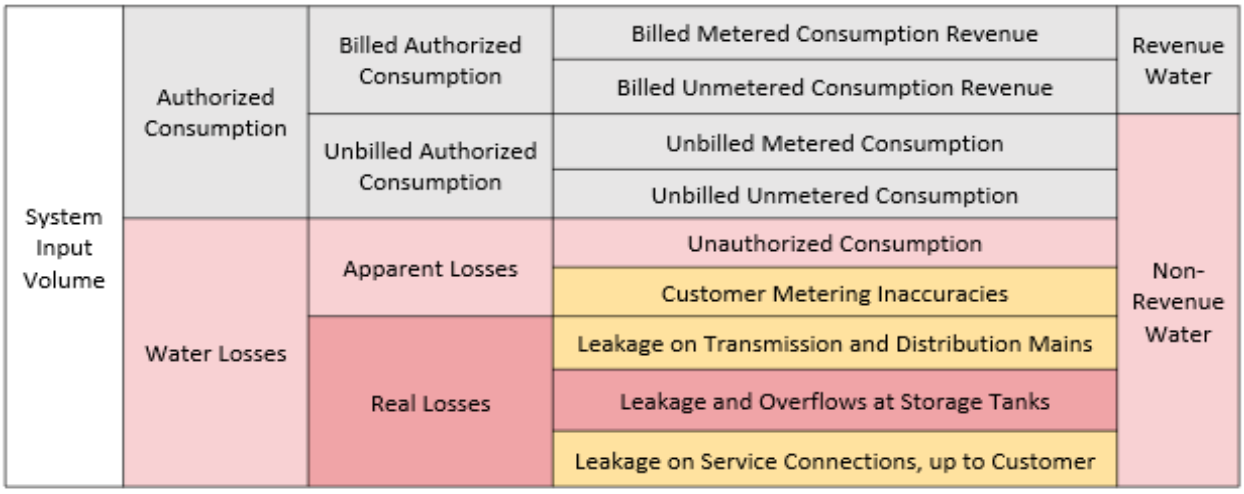

Figure 2-2. AWWA Water Balance

As part of the onsite workshops, we will walk through a comprehensive list of operational processes and discuss how these are performed today and how the adoption of AMI technology impacts them. The typical processes covered are listed in Table 2-1.

Table 2-1. Process Examples That Will Be Mapped During Interviews

Item #	Process
1	Calibration/testing
2	Meter repair/return process
3	Periodic testing
4	New installation
5	Replacement installation
6	Indoor/outdoor installation considerations
7	Leak: customer side

Item #	Process
8	Leak: utility side
9	Leak: septic forgiveness
10	Bulk sales (temporary meter)
11	Stopped meter
12	Damaged meter
13	Tamper/theft shutoff
14	Non-pay shutoff
15	Move-in/move-out turn on/shutoff
16	Billing name/address change
17	Billing dispute re-read
18	Read-to-billing process
19	Inventory process
20	Inadvertent meter swap
New AMI-Only	
1	Opt-out
2	Event management
3	Firmware updates
4	Customer portal and other new interfaces
5	Medical does not disconnect
6	Tri-state water meters (on, off, restricted flow)
7	Others, depending on the utility

The information gathered from the onsite meetings, and subsequent discussions will be used to include in the AMR/AMI Feasibility Report, which will include the following:

- Key findings and notes
- AMI priorities define City's needs across all departments and stakeholders
- Dataflows ("as is" and "as will be")
- CIS data meter summary (quantities, types, etc.)

2.4 Billing Compatibility Assessment

Quanta Technology is currently engaged in an AMI Project Implementation with billing integration through Tyler Technologies. We have been actively working with our client, the AMI vendor, and Tyler Technologies on the billing integration, including creating an SOW, technical integration implementation, and a functional system test (FSAT) plan. As part of this effort, we have actively worked with Tyler

Technologies' technical support (Level 2 support) and have discussed Tyler Technologies' integrations with a couple of reference customers. It is very important to select a consultant with firsthand knowledge of Tyler Technologies and specific functions such as Read Group Dates, which are key to understanding and managing that implementation.

In addition, Quanta Technology uses an innovative approach to System Integration Testing using a Vendor Meter Demonstration Board for the purchased meters and communication endpoints. This platform is key to performing early integration testing before any field deployment. If desired, it can be used for ongoing testing for new software/firmware releases and community demonstrations. An example is shown in Figure 2-3. This testing is typically performed during Phase 3 (AMI Implementation).

Figure 2-3. Water Demonstration Board

2.5 Evaluation of AMR and AMI Technologies

Quanta Technology's assigned staff brings over 120 years of collective industry experience coupled with firsthand involvement in over 130 AMI deployments. Our team members have previously worked for major AMI/AMR vendors and have intimate knowledge of AMR and AMI technologies. We understand the insides of operations, technology strengths and weaknesses, communication and network topologies, future vendor roadmaps, and industry trends. Understanding the technology and the vendor's ability to deliver is important. We can help you understand the operational benefits of selected technologies and whether those benefits outweigh an upgrade path on the current AMR solution. We will present to you a full evaluation to be included in the AMR/AMI feasibility study report that considers the following:

- Metering technology
- Network topologies and fit for use
- Features and functions, including leak detection, pressure monitoring, interval data, etc.
- System Integration considerations, including billing, GIS, SCADA, etc.
- Staff training and technology adoption

- Community benefits
- Customer portals
- Analytics and data processing
- Contracting
- Warranty
- Expected product life
- Ongoing maintenance and operation

2.6 Financial Analysis

After completing the business process readiness assessment, we will take the information gathered for the City's specific processes, goals, and vision and combine that with our industry knowledge to create a financial and cost-benefit analysis where items such as payback year, net present value, ROI, cashflow and funding options are discussed. Typical items that are discussed include:

- Typical upfront system costs:
  - Metering endpoints
  - Communication networks
  - Head-end system licensing
  - System integrations
  - Professional services and training
  - Vendor field installations
  - Customer communication and outreach
- Typical ongoing costs:
  - Managed service options: software as a service (SAAS), network as a service (NAAS)
  - Ownership costs
- Recommendations on product expected lifecycles and scheduled conversions
- Grant and alternative funding source insights

The information will be compiled and presented as part of the AMR/AMI Feasibility Study Report. Cost/savings break-even analysis considers the City's unique business, environmental and social factors, including special impacts such as non-revenue water loss reduction, which can significantly accelerate the payback curve (Figure 2-4).

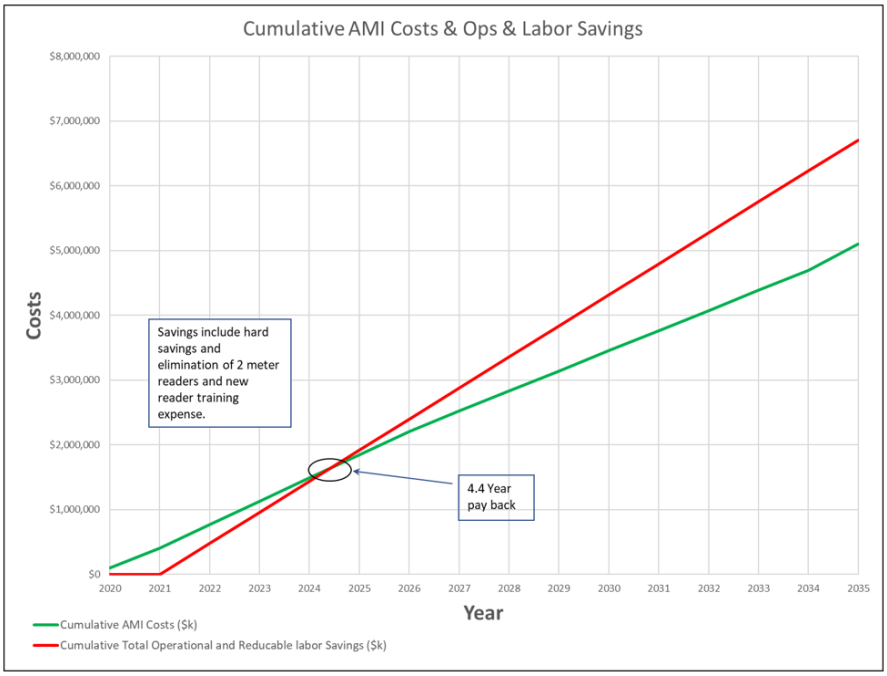

Figure 2-4. Example Cost Payback Chart

2.6.1 Grant Assistance

Quanta Technology actively works with clients through a full lifecycle of grant assistance processes, from providing eligibility assessments to helping develop a strategic roadmap, prioritization, and partnering with our clients on funding proposals and applications. An overview of the process is shown in Figure 2-5.

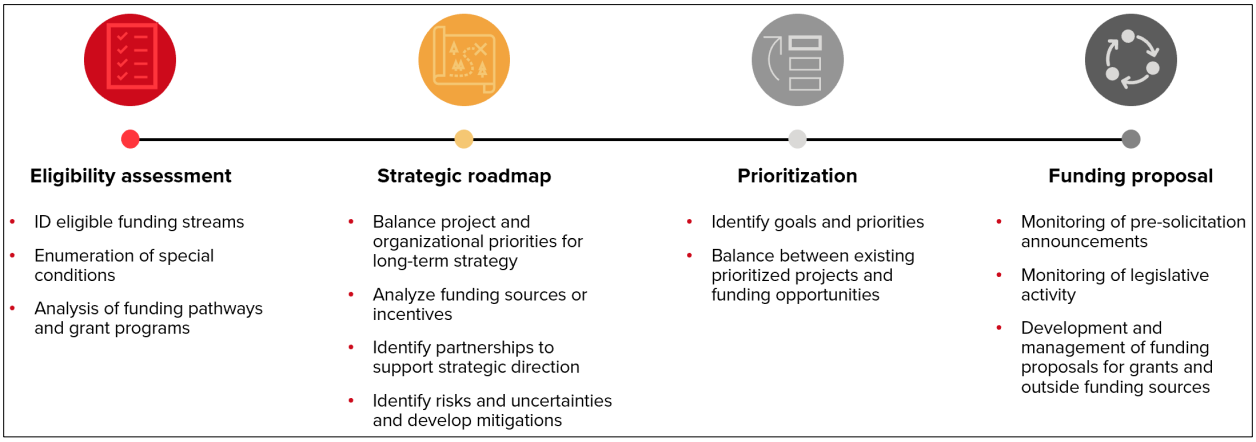

Figure 2-5. Grant Assistance Process Overview

Specific services beyond general insights and recommendations included in the financial analysis can be discussed and offered separately per request.

2.7 Business Case Recommendation

Quanta Technology will deliver a comprehensive AMR/AMI Feasibility Study Report that will include up to three alternatives for implementing an AMR or AMI system, including one option based on leveraging the City's current AMR system as part of an upgraded effort. A comprehensive recommendation will be produced, including all aspects (metering hardware, communication infrastructure, head-end applications, etc.), as well as the advantages and disadvantages of each option. The feasibility study will document all the key considerations taken in earlier tasks, such as the technology evaluation, financial analysis, risks and mitigation recommendations, solution delivery recommendations including potential phasing of installation, recommended project approaches, key recommendations for system integrations including the billing integration with Tyler Technologies leveraging our current experiences with Tyler Technologies' systems on other projects.

2.8 AMR/AMI Implementation Plan and Roadmap

Included in the business readiness assessment is an effort to help the City develop a strategic roadmap that assesses the current state, gaps, and both short-term and long-term objectives in line with the City's strategic objectives, vision, and goals. As part of this effort, we will develop a Systems Priorities model similar to the hierarchy in Figure 2-6, where strategic needs are shown in order of priority. The interviews conducted during the onsite workshops will develop high-level and short- and long-term strategic priorities.

The starting point will be a broad list of available AMI functionality. During discussions with the City, we will document the priorities and justify the functionality. A more specific definition of the functionality will be developed. Finally, the foundational components necessary to support the functionality will be defined. Implementation considerations will also be presented, including system dependencies, implementation schedule timelines, and phasing or deployment strategies where appropriate.

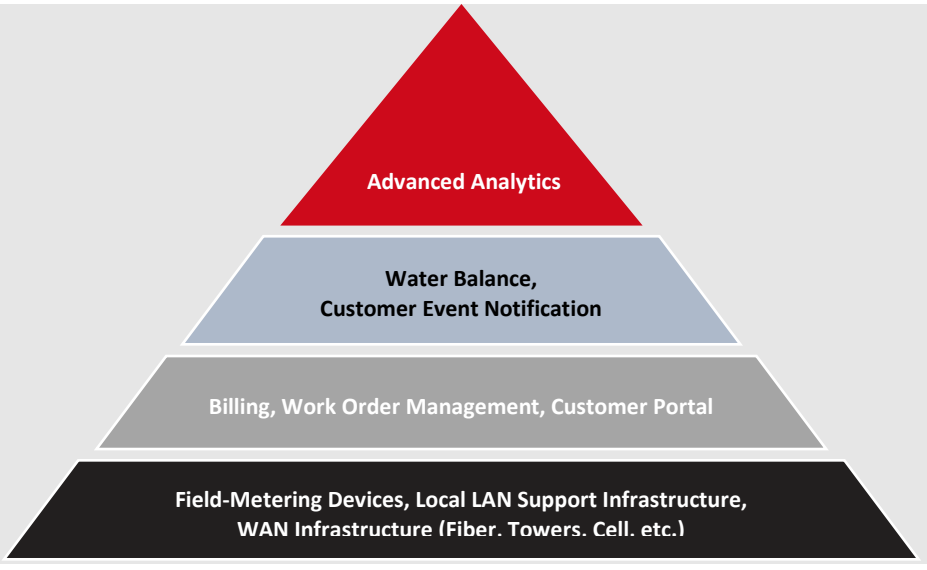

Figure 2-6. Example of AMI Implementation Hierarchy

2.9 Communication Plan

Customer outreach (and engagement) is one of Quanta Technology's pillars of project success. We will lead and coordinate customer outreach, education, and communication planning activities. Typically, this involves communication via multiple means (e.g., digital, web presentation, educational videos, and printed materials) leading up to mass deployment. Special emphasis is placed on communicating benefits and the reasoning behind the technology investment and addressing customer concerns around privacy, billing, and health impacts. Our communication planning also includes scripting for customer touch points such as customer services representatives and field installers, ensuring consistent communication throughout the deployment. We have also seen success in utilizing a community outreach AMI Day event performed with the solution provider. The event exposes the community to the technology and provides a public forum for presentations and meaningful conversation, dialogue, and question/answer exchanges.

In parallel with customer communication efforts, we will also develop a plan for communication with internal project stakeholders considering frequency, type of communication, content, and prioritization.

2.10 Deliverables Summary

The following is a summary of the proposed deliverables and expected City needs.

Table 2-2. Proposed Deliverables

#	Deliverable	Scope of Services Items	City Needs
1	Kickoff meeting notes	• Project initiation	• Complete information request packet • CIS account data
2	PM project workbook (containing team contacts, action register, meeting notes, schedule, etc.)	• Project management/ planning	• Assign City PM/lead • Participation in project calls, completing assigned actions, participating in planning
3	AMI priorities report/strategic roadmap	• AMR/AMI implementation plan	• Project stakeholder participation
4	Feasibility Study Report	• Business process review outcomes (findings, notes, process impacts/gaps, etc.) • Water infrastructure assessment • Billing system compatibility assessment (Tyler Technologies) • AMR and AMI technology evaluation • Financial analysis • Business case recommendation • Communication plan	• Project stakeholder participation for respective areas

2.10.1 Optional Project Services

The following optional services can be offered upon request. These services are designed to provide additional support as deemed necessary by our clients.

Table 2-3. Optional Project Services

#	Service Item	Description
1	Data cleansing support	We will provide one of our data analysts to work alongside City staff to support data corrections to obtain a good representation of the meter population and proposed AMI replacements or retrofits. Typical data includes the following: • Water meter sizes • Water meter types (compound, etc.) • Water services classes (e.g., potable, reclaimed, etc.) • GIS coordinates (LAT/LONG) for all metering endpoints • GIS coordinates for any mounting assets for network infrastructure
2	Field water infrastructure assessment	We can conduct field audits on an agreed number of representative sites to assess water pit conditions, conditions and composition of meter box lids, meter boxes, plumbing infrastructure conditions and piping materials, hardscape services, meter access (e.g., confined spaces, hazardous areas), meter configurations (e.g., setter, riser, straight pipe), and shutoff valve configurations. In addition, we can visit system boundary points for potential future water balance computations and look for possible network access points, such as existing antenna locations and mounting points.

3 REFERENCES

3.1 Active Project References

City of Newberry, Florida: Phase 3–AMI System Implementation

Project Value Drivers:

Community involvement and outreach, improved customer service

Provided Services:

The project is currently in its final stages of water meter replacements, entering the final acceptance testing phase to validate key requirements and KPI performance metrics. The project is on track to be completed as scheduled and per the approved budget. Quanta Technology provided the following services:

- Demonstration board setup/oversight for system integration testing
- Oversight for SOW development with integrating systems
- Functional system acceptance test (FSAT) development and execution
- System integration
- Community outreach, including the AMI Day event
- Field deployment readiness planning and preparation
- Mass deployment project management oversight

The project is also metering system boundaries in preparation for conducting an AWWA water balance to categorize non-revenue water losses.

Project Profile

2.1 K water endpoints

1.9 K electric endpoints

Water-only areas

Performance Period:

2021–Current

Contract Value:

Confidential (see reference)

Customer Reference

Mike New

City Manager

25440 W. Newberry Rd

Newberry, FL 32669

MNew@NewberryFL.gov

(352) 472-2161

(352) 472-7026 (Fax)

City of Clewiston, Florida: Phase 3—AMI System Implementation

Project Value Drivers:

Non-revenue water loss reduction, customer pre-pay

Provided Services:

The project currently performs system integrations with its CIS provider for account and billing information. Meter production lead times are challenging, driving the need to creatively stage the project for optimal deployment given supply chain constraints. Quanta Technology provided the following services:

- Demonstration board setup and oversight to support system integration testing
- Oversight for SOW development with integrating systems
- Functional system acceptance test (FSAT) development
- System integration

Project Profile

4.1 K water endpoints

4.5 K electric endpoints

Water-only areas

Performance Period:

2021–Current

Contract Value:

Confidential (see reference)

Customer Reference

Randy Martin

City Manager,

115 W Ventura Ave.

Clewiston, FL 33440

randy.martin@clewiston-fl.gov

(863) 983-1454 Ext. 5

New Smyrna Beach Utilities, Florida: Phase 2—AMI Vendor Selection	
Project Value Drivers: Grid modernization and water operations improvements Provided Services: The project is currently in the RFP bid process evaluating vendor responses. Quanta Technology provided the following services: • RFP bid packet preparation and commercial term incorporation • RFP issuance • Vendor presentations • Response to vendor questions • Vendor bid compliance • Project stakeholder/City Council presentations	**Project Profile** 21 K water endpoints 29 K electric endpoints **Performance Period:** 2022–Current **Contract Value:** Confidential. See reference **Customer Reference** Joe Bunch, GM/CEO 200 Canal St, PO Box 100 New Smyrna Beach, FL 32168 jbunch@ucnsb.org (386) 424-3000

3.2 Completed Project References

City of Clewiston, Florida: Phases 1 and 2—AMI Requirements & Business Readiness, Vendor Selection	
Project Value Drivers: Non-revenue water loss reduction, customer pre-pay Provided Services: Phase 1—AMI Requirements and Business Readiness: Quanta Technology provided business readiness and gap analysis, assessment of AMI readiness, business process mappings, AMI priorities, cost-benefit analysis, system requirement definition, RFP development, vendor pre-qualification, and project stakeholder/City Council presentations. Phase 2—Vendor Selection: Quanta Technology provided support for vendor selection and procurement, including RFP issuance, vendor Q/A support, bidder response compliance reviews, vendor scoring/ranking, final vendor recommendation, contract development/negotiation support, and project stakeholder/City Council presentations.	**Project Profile** 4.1 K water endpoints 4.5 K electric endpoints Water-only areas **Performance Period:** 2019–2021 **Contract Value:** Confidential (see reference) **Customer Reference** Randy Martin City Manager, 115 W Ventura Ave. Clewiston, FL 33440 randy.martin@clewiston-fl.gov (863) 983-1454 Ext. 5

New Smyrna Beach Utilities, Florida: Grid Modernization Strategy/Roadmap and Phase 1—AMI Requirements and Business Readiness	
Project Value Drivers: Grid modernization and water operations improvements Provided Services: Quanta Technology was hired in March 2019 to develop a grid modernization strategy and roadmap for NSBU. NSBU had recently defined its Vision, Mission, and Value statement, which was used as the basis for the roadmap development. The roadmap was aimed at modernizing their planning and operating capabilities to enhance and strengthen grid operations and to prioritize infrastructure capital investment plans. After the roadmap creation, Quanta Technology was hired to implement their AMI Program, specifically Phase 1—AMI Requirements and Business Readiness. As part of that effort, Quanta Technology provided business readiness and gap analysis, assessment of AMI readiness, business process mappings, AMI priorities, cost-benefit analysis, system requirement definition, RFP development, vendor pre-qualification, and project stakeholder/City Council presentations.	**Project Profile** 21 K water endpoints 29 K electric endpoints **Performance Period:** 2019–2022 **Contract Value:** Confidential (see reference) **Customer Reference** Joe Bunch, GM/CEO 200 Canal St, PO Box 100 New Smyrna Beach, FL 32168 jbunch@ucnsb.org (386) 424-3000

City of Newberry, Florida: Phases 1 and 2—AMI Requirements and Business Readiness, Vendor Selection	
Project Value Drivers: Non-revenue water loss reduction, customer pre-pay Provided Services: Phase 1—AMI Requirements and Business Readiness: Quanta Technology provided business readiness and gap analysis, assessment of AMI readiness, business process mappings, AMI priorities, cost-benefit analysis, system requirement definition, RFP development, vendor pre-qualification, and project stakeholder/City Council presentations. Phase 2—Vendor Selection: Quanta Technology provided support for vendor selection and procurement, including RFP issuance, Vendor Q/A support, bidder response compliance reviews, vendor scoring/ranking, final vendor recommendation, contract development/negotiation support, and project stakeholder/City Council presentations.	**Project Profile** 2.1 K water endpoints 1.9 K electric endpoints Water-only areas **Performance Period:** 2019–2021 **Contract Value:** Confidential (see reference) **Customer Reference** Mike New City Manager 25440 W. Newberry Rd Newberry, FL 32669 MNew@NewberryFL.gov (352) 472-2161 (352) 472-7026 (Fax)

4 RATES AND FEES

4.1 T&M Advisory Services

Quanta Technology offers the scope of work, deliverable items, and project team described in this proposal on a T&M basis for delivering proposed advisory services. These services are broken down into requested Scope of Services Tasks. All associated travel is billed on a cost basis with no markup. Travel estimates are detailed in Section 4.3.

The project estimated hours and anticipated costs are calculated based on the scope of work and the assumptions outlined in this proposal. Travel will be expensed as incurred on a monthly basis, all net 30 days. The quotation is exclusive of taxes, which are the customer's sole responsibility.

Table 4-1. Estimated Cost for Advisory Services

Phase 1 Advisory Services	Estimated Hours	Supplies/Materials/ Other Costs	Estimate Advisory Services Cost
Project Description/Project Management	58	$0	$14,504
Assessment of Existing Metering System • **Water Infrastructure Assessment** • **Business Process Readiness Assessment**	132	$0	$36,032
Billing Compatibility Assessment	16	$0	$4,432
AMR and AMI Technology Evaluation	48	$0	$13,296
Financial Analysis	34	$0	$9,352
Business Case Recommendation	24	$0	$6,648
AMR/AMI Implementation Plan	24	$0	$6,736
Communication Plan	12	$0	$3,368
Total	**348**	**$0**	**$94,368 + Travel**

4.2 Hourly Rate Schedule

Table 4-2. Quanta Technology Standard Hourly Rates for 2022

Title	Standard Rates (USD)
AMI SME/Principal Advisor	$288
AMI SME/Senior Advisor	$244
Senior Project Manager	$244
Senior Engineer/Data Analyst	$163
Geospatial Engineer	$147
Grants Consultant	$147

4.3 Travel

Travel, lodging, and materials will be billed at cost with no markup. Typical travel trips required to support the project implementation are shown below. All travel tied to T&M-provided services will be rendered as the project requires and billable at cost.

Table 4-3. Proposed Travel Expense Cost Estimate

Item	Trips	Days	Staff	Cost Estimate
Project Initiation/Business Process Workflows	1	3	3	$3,675
Field Assessment	1	1	1	$775
Feasibility Study Results/Presentation	1	1	2	$1500
			Total	**$5,950**

4.4 Assumptions

The following assumptions have been made in developing the cost and schedule for this proposal.

Table 4-4. Project Assumptions

Item	Assumptions
General	
1	There is a fixed start date within 14 days of contract signing.
2	If the project scope or duration changes, we will work with the City team to assess impacts and work through a documented change order process accordingly.
3	All project travel is billed at cost. Additional travel beyond what is included must be mutually agreed upon and approved.
4	The City will provide contact points to answer or approve general day-to-day inquiries that may arise as work progresses. These contact points may be one person from each key function or department (e.g., IT, finance, billing, water meter shop, etc.).
5	The City project stakeholders will participate in scheduled weekly status calls and will work on assigned action items in a reasonable timeframe.
6	The City's finance/billing manager and IT staff will also be available as needed.
7	The required City CIS account data, including meter and location data, will be provided to Quanta Technology in a reasonable timeframe and be of reasonable quality.
8	Out-of-scope activities would be handled via a documented change order.

Item	Assumptions
Phase 1—Requirements and Readiness	
9	Quanta Technology team members will review existing City operations, data, and assets onsite.
10	The City will be available for interviews during the onsite operations review and other tasks as required.
11	The presentation of onsite meeting findings will be via a web conference.
12	The City will, at a minimum, provide addresses for each water metering endpoint (latitude/longitude data preferred)

4.5 Expiration Date

This offer is valid for 90 days from the date of issue. For information about extensions of the offer, contact Khaled Salem, ksalem@Quanta-Technology.com (919) 817-5696.

ATTACHMENT B
FEE SCHEDULE

COMPENSATION:

For all professional services included in EXHIBIT 'A', Scope of Services, the CONSULTANT shall be compensated a lump sum fee of $100,318 as summarized below. The total lump sum fee shall be considered full compensation of the services described in EXHIBIT 'A', including all labor, materials, supplies, and equipment necessary to deliver the services.

Basic & Special Services

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EXHIBIT C – SCHEDULE

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SIGNATURE PAGE

IN WITNESS WHEREOF, the parties hereto have executed this Agreement:

CITY OF BURLESON:

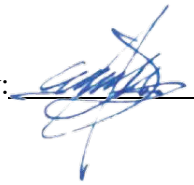
By:_____

Name: _____

Title: _____

Date: _____

CONSULTANT:

By: 

Name: David Elizondo

Title: Vice President, Global Business Development

Date: February 24, 2023

APPROVED AS TO FORM AND LEGALITY:

By:_____
City Attorney, Assistant City Attorney,
or Deputy City Attorney