

**STANDARD CONTRACT NO. C-22-14-09-HR
BETWEEN THE CITY OF SUNRISE, FLORIDA
AND CORE & MAIN LP**

THIS CONTRACT between the City of Sunrise, a municipal corporation of the State of Florida whose address is 10770 West Oakland Park Boulevard, Sunrise, Florida, 33351 (hereinafter referred to as "the City") and **Core & Main LP** a Florida Limited Partnership, (hereinafter referred to as the "Contractor"), whose address is 4310 NW 10th Avenue, Oakland Park, FL 33309 and whose Federal Identification Number is 03-0550887, incorporates RFP No. 22-14-09-HR and Contractor's response as if fully set forth herein.

In consideration of the mutual terms and promises set forth below, the City and the Contractor agree as follows:

1. Services

The Contractor's responsibility under this Contract is for **Advanced Metering Infrastructure** as set forth in this Contract and as further stated below in the Scope of Service section or as attached hereto in Exhibit "A," Exhibit "B", Exhibit "C", Exhibit "D", Exhibit "E", Exhibit "F", and Exhibit "G" which are attached, and made a part of this Contract.

The City's primary point of contact (representative) during the performance of this Contract shall be Olesya Sanders, Utility Project Manager at telephone number (954) 888-6022. Frank Verardi, Field Operations Section Chief, at telephone number (954) 650-8816 will provide engagement relative to the water distribution system components. Ed Morton, Gas System Supervisor at 954-260-7484, will provide Natural Gas distribution system support and coordination. Kelly Kinnett, Assistant Director of Utilities – Gas Division, will supply additional support related to the Gas distribution system at telephone number 954-572-2238.

The Contractor's representative/liason during the performance of this Contract shall be Shawn Kietzman, Business Representative at 812-767-9253 and Gary Worland, Project Manager at 317-691-3192.

2. Payments

The Contractor will bill the City at the completion of each job for Services rendered toward the completion of the work defined herein at the rates listed in Exhibit "D", for a *Fixed Network AMI System integrated with the Tyler Technologies Enterprise Resource Program Version 2021.6 (ERP) and associated utility (water and gas) billing module*. The total not-to-exceed cost of the initial five (5) year contract is Thirteen Million Two Hundred Forty Four Thousand Two Hundred Sixty Dollars and 44/00 cents (\$ 13,244,260.44).

Contract Transition into Core+ Network As a Service (NaaS)

NaaS network fees and CORE+ field maintenance services will commence immediately after meter activation and be billed monthly for the number of endpoints reading through the Regional Network Interface (RNI) as of the SmartPoint activation date. Prices will increase three percent (3%) each year after the initial five year contract term of the CORE+ Project, with the first increase beginning on the first anniversary of the first CORE+ contract end date, and prices will increase an additional 3% on the anniversary of that first CORE+ each year thereafter.

The Contractor shall submit invoices to:

City of Sunrise
Attn: Accounts Payable Dept. 10770 West Oakland Park Blvd. Sunrise,
FL 33351

Invoices received from the Contractor pursuant to this Contract will be reviewed and approved by the City's representative, indicating that Services have been rendered in conformity with the Contract and then will be sent to the Finance and Administrative Services Department for payment. Following the City representative's approval, invoice payments will be made by the City in accordance with Florida Prompt Payment Act, Florida Statutes Section 218.70. The City shall pay Contractor for work performed in accordance with §218.70, et seq., Florida Statutes, the Local Government Prompt Payment Act, after receipt of Contractor's proper invoice. To be deemed proper, each invoice must comply with all statutory terms and all requirements specified by the City in its contract and / or purchase order. If a payment request or invoice does not meet the contract / agreement / purchase order requirements, the City will reject the payment request or invoice as specified in accordance with §218.70, et seq., Florida Statutes. The rejection will be written and will specify the deficiency and the action necessary to make the payment request or invoice proper.

Final Invoice: In order for both parties herein to close their books and records, the Contractor will clearly state "final invoice" on the Contractor's final/last billing to the City. This certifies that all Services have been properly performed and all charges and costs have been invoiced to the City. Since this account will thereupon be closed, any and other further charges, if not properly included on this final invoice, or which are in excess of the not to exceed amount, are waived by the Contractor.

3. Initial Contract Period and Contract Renewal

The initial Contract period shall be for five (5) years, commencing upon date of award or final execution of Contract, whichever is sooner. In addition, contingent upon Budget approval, the City reserves the right, but not the obligation, to renew the Contract for two (2) additional one (1) year periods, under the same terms, conditions and specifications, by written notification to the Contractor by the Procurement Manager. (If no renewals,

strike last sentence.)

In the event the Services are scheduled to end either by Contract expiration or by termination by the City of Sunrise, the City in its sole discretion may require the Contractor to continue the Services until new services can be completely operational. The City Manager, or designee, may extend the Contract for a period not to exceed six (6) months subject to the same terms and conditions set forth in the initial Contract. The Contractor will be reimbursed for Services at the rate in effect when this transitional period clause is invoked by the City. Any additional extensions shall be subject to City Commission approval.

4. Access and Audits

The Contractor shall maintain adequate records related to all charges, expenses, and costs incurred in estimating and performing the work for at least three (3) years after completion of this Contract. The City shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the Contractor's place of business.

5. Truth-In-Negotiation Certificate

Signature of this Contract by the Contractor shall also act as the execution of a truth-in-negotiation certificate certifying that the wage rates, overhead charges, and other costs used to determine the compensation provided for in this Contract are accurate, complete and current as of the date of the Contract and no higher than those charged to the Contractor's most favored customer for the same or substantially similar services. The said rates and costs shall be adjusted to exclude any significant sums should the City determine that the rates and costs were increased due to inaccurate, incomplete or noncurrent wage rates or due to inaccurate presentation of fees paid to outside Contractors. The City shall exercise its rights under this clause within three (3) years following final payment.

6. Insurance Requirements

6.1 Contractor agrees at its sole expense to maintain on a primary basis, non-contributory basis during the life of this Contract the following insurance coverages, limits, including endorsements described herein. The requirements contained herein, as well as City's review or acceptance of insurance maintained by Contractor is not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Contractor under the Contract. Any coverage maintained by the City shall apply excess of, or contingent upon the absence of, insurance required or maintained by Contractor.

Commercial General Liability. Contractor agrees to maintain Commercial General Liability at a limit of liability not less than \$1,000,000.00 Each Occurrence, \$2,000,000 Annual Aggregate. Contractor agrees its coverage shall not contain any restrictive endorsement(s) excluding or limiting

Product/Completed Operations, Independent Contractors, Broad Form Property Damage, X-C-U Coverage, Contractual Liability or Separation of Insureds. Limits may be met by a combination of General Liability and Umbrella or Excess Liability coverage provided the Umbrella or Excess Liability is provided on follow-form basis.

6.2 Additional Insured Endorsement. Contractor agrees to endorse the City as an Additional Insured on the Commercial General Liability with the following, or similar endorsement providing equal or broader Additional Insured coverage, the CG 20 26, Additional Insured – Designated Person or Organization endorsement; or the CG 20 10, Additional Insured – Owners, Lessees, or Contractors endorsement. The name of the organization endorsed as Additional Insured for all endorsements shall read “City of Sunrise”.

6.3 Business Automobile Liability. Contractor agrees to maintain Business Automobile Liability at a limit of liability not less than \$1,000,000 Each Occurrence. Coverage shall include liability for Owned, Non-Owned & Hired automobiles. In the event Contractor does not own automobiles, Contractor agrees to maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

6.4 Worker’s Compensation Insurance & Employers Liability. Contractor agrees to maintain Worker’s Compensation Insurance & Employers Liability in accordance with Florida Statutes Chapter 440.

6.5 Waiver of Subrogation. Contractor agrees by entering into Contract to a Waiver of Subrogation for each required policy herein. When required by the insurer, or should a policy condition not permit Contractor to enter into a pre-loss agreement to waive subrogation without an endorsement, then Contractor agrees to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which includes a condition specifically prohibiting such an endorsement, or voids coverage should Contractor enter into such an agreement on a pre-loss basis.

6.6 Certificate(s) of Insurance. Contractor agrees to provide City a Certificate of Insurance evidencing that all coverages, limits and endorsements required herein are maintained and in full force and effect, and Certificates of Insurance shall provide a minimum thirty (30) day endeavor to notify, when a manuscript notice endorsement is available by Contractor’s insurer. Notice of cancellation will be provided by e-mail. The Certificate Holder(s) address shall read:

Original to:

Copy to:

City of Sunrise
Attn: Procurement Manager
Purchasing Office

City of Sunrise
Attn: Risk Manager
Risk Management Division

10770 West Oakland Park Blvd.
Sunrise, Florida 33351
purchasing@sunrisefl.gov
Fax (954) 578-4809

10770 W. Oakland Park Blvd.
Sunrise, Florida 33351
riskmanagement@sunrisefl.gov

6.7 Umbrella or Excess Liability. Contractor agrees to maintain either a Commercial Umbrella or Excess Liability at a limit of liability not less than \$2,000,000 Each Occurrence \$2,000,000 Aggregate. Contractor agrees to endorse City as an "Additional Insured" on the Umbrella or Excess Liability, unless the Certificate of Insurance states the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.

6.8 Right to Revise or Reject. City reserves the right, but not the obligation, to revise any insurance requirement, not limited to limits, coverages and endorsements, or to reject any insurance policies which fail to meet the criteria stated herein. Additionally, City reserves the right, but not the obligation, to review and reject any insurer providing coverage due to its poor financial condition or failure to operate legally.

7. Performance and Payment Bond Applicable Not Applicable

The Contractor shall furnish a separate performance and payment bond covering 100% of the amount of award to the City within ten (10) calendar days after receipt of written Notice of Intent to Award Contract. The performance and payment bond furnished by the Contractor shall incorporate by reference the terms of this Contract as fully as though they were set forth verbatim in such performance and payment bond. The performance and payment bond furnished by the Contractor shall be in a form acceptable to the City and shall be executed by a surety, or sureties, reasonably suitable to the City. The performance and payment bond shall remain in place until substantial completion of Services for Phase I, Phase II, and Phase III of Exhibit B Project Scope as determined solely by City, or expiration of Initial Contract Period.

8. Termination for Governmental Non-Appropriations

The City is a bona fide governmental entity of the State of Florida with a fiscal year ending on September 30 of each calendar year. If the City does not appropriate sufficient funds to purchase the Services or quantities required under this Contract for any of the City's fiscal years subsequent to the one in which the Contract is executed and entered into, then this Contract shall be terminated effective upon expiration of the fiscal year in which sufficient funds to continue satisfaction of the City's obligation under this Contract were last appropriated by the City and the City shall not, in this sole event be obligated to make any further purchases beyond said fiscal year.

9. Warranties.

The warranties to be provided are set forth in Exhibit E, *Sensus Limited Warranty and Core & Main LP City of Sunrise Warranty.*

10. Termination for Cause

This Contract may be terminated by either party upon three (3) calendar days' written notice to the other party, should such other party fail substantially to perform in accordance with the material terms of the Contract through no fault of the party initiating the termination. In the event the Contractor abandons this Contract or causes it to be terminated by the City, the Contractor shall indemnify the City against any loss pertaining to this termination. In the event that the Contractor is terminated by the City for cause and it is subsequently determined by a court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a termination for convenience under Section 10. and the provisions of Section 10. shall govern.

11. Termination for Convenience

This Contract may be terminated by the City without cause upon thirty (30) days' written notice to the Contractor. In the event of such a termination without cause, the Contractor shall be compensated for all Services completed and accepted by the City's representative as authorized herein, together with reimbursable expenses incurred. In such event, the Contractor shall promptly submit its invoice for final payment and reimbursement under the terms of this Contract to the City.

12. Indemnification

To the fullest extent permitted by law, the Contractor agrees to indemnify, defend and hold harmless the City of Sunrise, its officers, agents, volunteers, and employees from and against all claims, damages, losses, and expenses, including but not limited to attorneys' fees, court costs, or other alternative dispute resolution costs arising out of or resulting from the performance of work under this Contract (1) provided that any such claims, damages, losses or expenses are attributable to bodily injury, sickness, disease, death, or personal injury, or property damage, and (2) to the extent caused by the negligent acts, errors, or omissions of the Contractor, Contractor's subcontractor(s), or anyone directly or indirectly employed or hired by Contractor or anyone for whose acts Contractor may be liable. **CONTRACTOR'S INDEMNITY OBLIGATION SHALL NOT EXTEND TO CLAIMS, DAMAGES, LOSSES OR EXPENSES TO THE EXTENT CAUSED BY THE CITY OF SUNRISE, ITS OFFICERS, AGENTS, VOLUNTEERS, OR EMPLOYEES.** The City of Sunrise reserves the right, but not the obligation, to participate in the defense without relieving Contractor of any obligation hereunder. Contractor agrees this indemnity obligation shall survive the completion or termination of the Contract.

13. Independent Contractor

The Contractor is an independent contractor under this Contract. Personal services provided by the Contractor shall be by employees of the Contractor who are subject to

supervision by the Contractor, and who shall not be officers, employees, or agents of the City. Personnel policies, tax responsibilities, purchasing policies and other similar administrative procedures applicable to Services rendered under this Contract shall be those of the Contractor.

14. Authority to Practice

The Contractor hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the City's representative upon request.

15. Severability

If any term or provision of this Contract or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Contract, or the application of such terms or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Contract shall be deemed valid and enforceable to the extent permitted by law.

16. Governing Law/Jurisdiction/Venue

This Contract shall be construed in accordance with and governed by the law of the State of Florida. Venue for any action arising out of or relating to this Contract shall lie in Broward County, Florida. Both parties hereby agree to waive a jury trial and will proceed to a trial by judge, if necessary. Except as set forth in paragraphs 9 and 11, each party will be responsible for their own attorneys' fees and costs.

17. Successors and Assigns

The City and Contractor bind themselves, their successors, assigns and legal representatives to the other party hereto and to successors, assigns and legal representatives of such other party in respect to covenants, agreements and obligations contained in this Contract. The Contractor shall not assign this Contract without written consent of the City.

18. Subcontracting

The City reserves the right to accept the use of a subcontractor, or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractors in order to make a determination as to the capability of the subcontractor to perform properly under this Contract. If a subcontractor fails to perform or make progress, as required by this Contract, and it is necessary to replace the subcontractor to complete the service in a timely fashion, the Contractor shall promptly do so, subject to acceptance of the new subcontractor by the City.

19. Conflict of Interest

The Contractor represents that it presently has no interest and shall acquire no interest, either directly or indirectly, which would conflict in any manner with the performance of Services required hereunder, as provided for in Section 112.311, Florida Statutes. The Contractor further represents that no person having any such interest shall be employed for said performance.

20. Contingent Fees

The Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor to solicit or secure this Contract and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Contract.

21. Nondiscrimination

The Contractor warrants and represents that all of its employees are treated equally during employment without regard to race, color, national origin, sex, gender identify, sexual orientation, age, disability/handicap, religion, family or income status.

22. Public Entity Crimes

Pursuant to Section 287.133, Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list. By execution of this Contract, Contractor represents that it has not been placed on the convicted vendor list as provided in Section 287.133, Florida Statutes.

23. Modifications of Work

If the City requires miscellaneous additional work, Services or materials not delineated in the Contractor's Proposal but within the general Scope of Service, the Contractor shall submit a detailed written proposal to the authorized City representative. If the proposal is approved, the Contractor shall receive authorization to proceed by receipt of a purchase order incorporating the Contractor's proposal.

The City reserves the right to make changes in the Scope of Service, including alterations, reductions therein or additions thereto. Upon receipt by the Contractor of the

City's notification of a contemplated change, the Contractor shall, in writing: (1) provide a detailed estimate for the increase or decrease in cost due to the contemplated change, (2) notify the City of any estimated change in the completion date, and (3) advise the City if the contemplated change shall affect the Contractor's ability to meet the completion dates or schedules of this Contract. The parties agree to negotiate in good faith changes in the Scope of Service that may occur.

If the City so instructs in writing, the Contractor shall suspend work on that portion of the Scope of Service affected by a contemplated change, pending the City's decision to proceed with the change. If the City elects to make the change, the City shall initiate a Contract Amendment and the Contractor shall not commence work on any such change until such written amendment is signed by the Contractor and approved and executed by the City's representative and Procurement Manager.

24. Notice

All written notices required in this Contract shall be sent by hand delivery, overnight mail, or certified mail, return receipt requested, and if sent to the City, shall be mailed to:

Procurement Manager
City of Sunrise
10770 West Oakland Park Blvd.
Sunrise, FL 33351
cc: City Attorney
City of Sunrise
10770 West Oakland Park
Blvd. Sunrise, FL 33351

If sent to the Contractor, shall be mailed to:

Core & Main LP
Attn: District Manager
4310 NW 10th Ave.
Oakland Park, FL 33309
cc: Legal Department
Core & Main LP
1830 Craig Park Court
St. Louis, MO 63146

25. No Damages for Delay

The Contractor shall not be entitled to any claim for damages including, but not limited to, loss of profits, loss of use, home office overhead expenses, equipment rental and similar costs, on account of delays in the progress of the Services from any cause

whatsoever including an act or neglect of the City, adverse weather conditions, and act of God, strike, war or national disaster or emergency, unusual delay in deliveries, unusual delay in procuring permits, differing site conditions, unavoidable casualties or other causes beyond the Contractor's control, or by delay authorized by the City, or by other causes which the Contractor determines may justify delay. The Contractor's sole recovery and sole remedy for any such delay shall be a reasonable extension of time and a revision to the schedule as determined by the City. However, additional costs to the Contractor or delays in the Contractor's performance caused by improperly timed activities shall not be the basis for granting a time extension. If the Contractor wishes to make a claim for an increase in time of performance, written notice of such claim shall be made to the City within ten (10) working days after the occurrence of the event, or the first appearance of the condition giving rise to such claim. The City's representative shall determine whether or not the Contractor is entitled to a time extension for the delay. The failure of the Contractor to give such notice shall constitute a waiver of any claim under this section.

26. Public Records Law

The Contractor shall comply with all applicable requirements contained in the Florida Public Records Law (Chapter 119, Florida Statutes), including but not limited to any applicable provisions in Section 119.0701, Florida Statutes. To the extent that the Contractor and this Contract are subject to the requirements in Section 119.0701, Florida Statutes, the Contractor shall: (a) keep and maintain public records required by the City to perform the Services provided hereunder; (b) upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow public records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law for the duration of the term of this Contract and following completion of this Contract if the Contractor does not transfer the records to the City; and (d) upon completion of the Contract, transfer, at no cost, to the City all public records in the possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City. If the Contractor fails to comply with the requirements in this Section 25, the City may enforce these provisions in accordance with the terms of this Contract. If the Contractor fails to provide the public records to the City within a reasonable time, it may be subject to penalties under Section 119.10, Florida Statutes.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE

CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, THE CONTRACTOR SHOULD CONTACT THE CITY’S CUSTODIAN OF PUBLIC RECORDS: THE CITY CLERK, FELICIA M. BRAVO, BY TELEPHONE (954/746-3333), E-MAIL (CITYCLERK@SUNRISEFL.GOV), OR MAIL (CITY OF SUNRISE, OFFICE OF THE CITY CLERK, 10770 WEST OAKLAND PARK BOULEVARD, SUNRISE, FLORIDA 33351).

27. Entirety of Contract

The City and the Contractor agree that this Contract, including Exhibit “A” the City’s RFP and any Addenda, Exhibit “B” Project Scope, Exhibit “C” Deployment Plan, Exhibit “D” Project Pricing, Exhibit “E” *Sensus Limited Warranty and Core & Main LP City of Sunrise Warranty*, Exhibit “F” Affidavit of Compliance with Foreign Entity Laws, and Exhibit “G” Contractor’s Proposal, which are incorporated herein by reference, sets forth the entire Contract between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Contract may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto with the same formality as this Contract. Any alteration of the terms and conditions of this Contract must be contained in the Deviation Page after approval by the City Attorney and executed by the Contractor and City to be binding.

28. Discriminatory Vendor List

Pursuant to Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity. By execution of this Contract, Contractor represents that it has not been placed on the discriminatory vendor list as provided in Section 287.134, Florida Statutes.

29. Scrutinized Companies

Pursuant to Section 287.135, Florida Statutes, Contractor certifies that it is not on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes and that it is not engaged in a boycott of Israel.

Pursuant to Section 287.135, in the event the Contract is for one million dollars or more, Contractor certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Terrorism Sectors List created pursuant to Section 215.473, Florida Statutes; and Contractor further certifies

that it is not engaged in business operations in Cuba or Syria.

Pursuant to Section 287.135, Florida Statutes, City may, at the option of the City Commission, terminate this Contract if Contractor is found to have submitted a false certification as provided under subsection 287.135(5), Florida Statutes; has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel; has been placed on the Scrutinized Companies with Activities in Sudan List; has been placed on the Scrutinized Companies with Activities in the Iran Terrorism Sectors List created pursuant to Section 215.473; or has been engaged in business operations in Cuba or Syria.

30. Order of Precedence

In the event the terms of this Contract conflict with the City's RFP or Contractor's Proposal the conflict shall be resolved by giving the documents the following order of priority: this Contract, Exhibit "A" the City's RFP and any Addenda, Exhibit "B" Project Scope, Exhibit "C" Deployment Plan, Exhibit "D" Project Pricing, Exhibit "E" *Sensus Limited Warranty* and *Core & Main LP City of Sunrise Warranty*, Exhibit "F" Affidavit of Compliance with Foreign Entity Laws, and Exhibit "G" Contractor's Proposal.

31. Compliance with Laws

Contractor and the Services must comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations including, without limitation, American with Disabilities Act, 42 U.S.C. § 12101, Section 504 of the Rehabilitation Act of 1973, and any related federal, state, or local laws, rules, and regulations.

32. Electronic Recordkeeping

Contractor certifies their services and products meet all recordkeeping requirements of the State of Florida, including but not limited to those in Chapter 119, Florida Statutes and Rule 1B-26.003(6)(g), Florida Administrative Code.

33. E-Verify – Employment Eligibility

33.1 Contractor warrants and represents that it complies with Section 448.095, Florida Statutes, as may be amended. Contractor (1) has registered with and uses the E-Verify System (E-Verify.gov), to electronically verify the work authorization status of all newly hired employees; and (2) has verified that all of the Contractor's subcontractors performing the duties and obligations of this Contract are registered with and use the E-Verify System to electronically verify the employment eligibility of all newly hired workers.

33.2 Contractor shall obtain from each of its subcontractors an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an Unauthorized Alien, as that term is defined in Section

448.095(1)(k), Florida Statutes, as may be amended. Contractor shall maintain a copy of any such affidavit from a subcontractor for, at a minimum, the duration of the subcontract and any extension thereof. This provision shall not supersede any provision of this Contract which requires a longer retention period.

33.3 City shall terminate this Contract if it has a good faith belief that Contractor has knowingly violated Section 448.09(1), Florida Statutes, as may be amended. If City has a good faith belief that Contractor's subcontractor has knowingly violated Section 448.09(1), Florida Statutes, as may be amended, City shall notify Contractor to terminate its contract with the subcontractor and Contractor shall immediately terminate its contract with the subcontractor.

33.4 If City terminates this Contract pursuant to the subsection 33.3 above, Contractor shall be barred from being awarded a future contract by City for a period of one (1) year from the date on which this Contract was terminated. In the event of such Contract termination, Contractor shall also be liable for any additional costs incurred by City as a result of the termination.

34. Foreign Gifts and Contracts

Pursuant to Fla. Stat. §286.101(3), where the amount of the grant or contract is \$100,000.00 or more, Contractor shall disclose any current or prior interest of, any contract with, or any grant or gift received from a country of foreign concern with a value of \$50,000 or more that was received or in force during the previous five (5) years. Definitions, disclosure requirements and exceptions are found in Fla. Stat. §268.101. Contractor represents and warrants it has complied with Fla. Stat. §286.101, it has properly disclosed such interests, contracts, grants or gifts to City before execution of this Contract, and it will remain in compliance with Fla. Stat. §286.101 for the duration of this Contract.

35. Prohibited Telecommunications Equipment

Contractor represents and certifies that it and all its subcontractors do not use any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, as such terms are used in 48 CFR §§ 52.204- 24 through 52.204-26. Contractor represents and certifies that it and all its subcontractors shall not provide or use such covered telecommunications equipment, system, or services during the term of this Contract.

36. Antitrust Violations

The Contractor has a continuous duty to disclose to the City if it or any of its affiliates (as defined by Section 287.137(1)(a), Florida Statutes) are placed on the Antitrust

Violator Vendor List. A person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply for any new contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply for a new contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on new leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a new contract with a public entity; and may not transact new business with a public entity. By entering this Contract, Contractor certifies that neither it nor its affiliate(s) are on the antitrust violator vendor list at the time of entering this Contract. False certification under this paragraph or being subsequently added to that list will result in termination of this Contract, at the option of the City consistent with Section 287.137, Fla. Stat. as amended.

37. Entities of Foreign Concern

The provisions of this section apply only if Contractor or any Subcontractor will have access to an individual's personal identifying information under this Agreement. Contractor represents and certifies: (i) Contractor is not owned by the government of a foreign country of concern; (ii) the government of a foreign country of concern does not have a controlling interest in Contractor; and (iii) Contractor is not organized under the laws of and does not have its principal place of business in a foreign country of concern. On or before the Effective Date, Contractor and any Subcontractor that will have access to personal identifying information shall submit to City under Section 24, Notices, executed Exhibit F, Affidavit of Compliance with Foreign Entity Laws, under penalty of perjury, to the City attesting that the entity does not meet any of the criteria in Section 287.138(2), Florida Statutes. Compliance with the requirements of this section is included in the requirements of a proper invoice for purposes of Section 2. Terms used in this section that are not otherwise defined in this Agreement shall have the meanings ascribed to such terms in Section 287.138, Florida Statutes.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK AND SIGNATURES FOLLOW ON ATTACHED PAGE]

IN WITNESS WHEREOF, the parties made and executed this Contract on the respective dates under each signature; the City signing by and through its Mayor, authorized to execute same by City Commission, and Contractor by its duly authorized representative.

CITY OF SUNRISE

By: _____

Michael J. Ryan, Mayor

Date: _____

AUTHENTICATION:

Felicia Bravo, City Clerk

Date: _____

(SEAL)

Approved as to form and legal sufficiency for the City

By: _____

Thomas P. Moss
City Attorney

CORE & MAIN LP

Witness

By:  _____

Print Name: Shawn Kietzman

Witness

Title: Senior Sales Manager

Date: 1/17/2023

Exhibit B

Project Scope

1. Work to Be Performed

The City of Sunrise (City) services approximately 72,000 gas and water meters in the Western Broward communities of Sunrise, Weston and portions of Davie, Southwest Ranches, Lauderhill and Tamarac. The natural gas system provides service in Sunrise, Weston and portions of Lauderhill and Tamarac. The water system services approximately 63,000 customers in Sunrise, Weston and portions of Davie and Southwest Ranches.

The Contractor shall replace the City of Sunrise existing direct read residential and commercial water meters with a fixed network advanced metering infrastructure (AMI) system. The AMI will be delivered as a turn key Network As A Service (NAAS) system including the maintenance of meter transmission units (MTUs) with the fixed network equipment, and will be owned and maintained by the Contractor for a minimum period of five (5) years, upon attaining City's User Acceptance Testing. The communications shall be built on a radio frequency network with MTUs capable of transmitting meter consumption data to secured, cloud-based servers, hosted by the system manufacturer's meter data management system (MDMS).

2. Responsibilities of Contractor.

(a) Phase I and Phase II:

1. Project Installation. Contractor agrees to perform the work in accordance with City's specifications that are attached hereto during the project implementation period specified above. Contractor will be responsible for installing the project according to manufacturer standards and such local standards, if any, as are attached hereto.
2. Water Shutoffs. Contractor, its agents and subcontractors, will be responsible for shutting off the water to each meter serviced as well as notifying each customer of the water shutoff. Some assistance may be required by City with the notification of its customers. The installation team will knock on the doors of residential customers as well as leave notifications on their doors. In order to prevent any damage from plumbing fixtures that are sensitive to water shutoffs, Contractor will schedule replacements with and will notify the maintenance personnel (if applicable) when turning the water back on at these facilities. Regardless of any effort of Contractor, ultimate responsibility of any and all fixtures inside buildings will remain the responsibility of the end user and/or City as detailed in any Service Agreement that exists between City and its Customers.
3. Curb Stops. In the event the service location lacks a curb stop or it is defective, Contractor or its representative will contact the City. In this event the City will either A) authorize Contractor to repair the defect at the price as listed in Exhibit D or as otherwise agreed by the Parties or, B) repair the defect with City's forces and notify Contractor that the repair has been made or, C) exclude the meter change out from the Project.
4. Meter Boxes, Vaults, and Roadways. Contractor is responsible for repairing any damages to meter boxes, vaults, and roadways that result from the installation of the Project; provided, however, that Contractor shall not be liable for pre-

existing conditions or pre-existing leaks. Contractor will install new meter boxes as authorized by the City, with appropriate lid selection to be mutually agreed upon. Contractor will retain all existing water meters and materials pulled from the ground during the installation.

5. AMI Infrastructure Work. If Contractor's Work includes installation of AMI infrastructure, Contractor will install any infrastructure included in Exhibit D in accordance with the manufacturer's suggested recommendations.
6. Disposal. Contractor will be responsible for the disposal of all waste, debris, and materials from the installation of the Project.
7. Liability.
 - a. Water Meter Replacement: Contractor is responsible for any damages that occur within 6" on either side of the water meter resulting from the Project installation. Any damages incurred within this 6" area will be promptly repaired at the expense of Contractor. Contractor is not liable for damages outside the 6" zone, either on the water distribution side or on the customer side incurred from the Project installation including shutoff, temporary outage, and restart of water service. Contractor is not liable for any pre-existing conditions including leaks, faulty workmanship and materials from previous projects or rust. Should such conditions occur (*i. e. leaks*) Contractor may document them and at City's written request, repair them for a negotiated price.
 - b. Back-Flow Prevention Devices: Contractor will not be required to install or repair any Back-Flow Prevention Devices. Contractor assumes no liability or responsibility for the proper functioning of these devices. Contractor recommends that the City notify each customer about the potential impact of thermal expansion but leaves this decision to the discretion of the City.
8. Non-Covered Work. Contracted meter change outs contemplate a standard like-for-like lay-length meter change out. If locations exist where conditions require nonstandard work (e.g., additional parts or fittings required, or moving a service location; or moving fences or other customer structures and items for access; install systems in heavy traffic locations, alleys, or parking lots; re-piping; changing lay-length; or adding flange adaptors.), Contractor and the City will either agree on a price the City will pay Contractor to perform the work, or the City will exclude this work from the Project. Should Contractor and City, , determine that any portion of the Work is not standard or is unsafe, that portion of the Work will be considered and City and Contractor will come to agreeable position on completing or not completing that work in the project.
9. Warranties. The warranties to be provided are set forth in Exhibit E, *Sensus Limited Warranty* and *Core and Main LP City of Sunrise Warranty*.
10. Title and Risk of Loss. Title and risk of loss for materials and equipment will pass to the City upon delivery.

(b) Phase III:

1. Meter Technician Responsibilities. Contractor will provide Meter Technician(s) for the duration of the Contract (all Phases), from the start date as given by the service contract. Responsibilities will include, but are not limited to the following:
 - a. Provide billable reading for all replaced meters each billing cycle on a

date(s) to be determined by the City and stated in the service agreement. For meters that are reading, but not reporting, a visual read will be provided pursuant to subparagraph (i) below. For meters that have stopped for whatever reason or cannot be read visually, the most recent read will be provided pursuant to subparagraph (ii) below.

- i. Non-reporting meters will be evaluated and documented by the Technician to determine the reporting issue. If it is determined that the reporting issue is covered by warranty, the Technician will document the work required to repair, make such repair, complete necessary warranty documents and process warranty claim with the Manufacturer, with freight being paid by Contractor. If it is determined that the reporting issue is not covered by warranty, the Technician will document the issue and make the repair using a pre-authorized work order from the City.
 - ii. Non-reporting meters that have stopped or cannot be read visually will be evaluated and documented by the Technician. Any natural or man-made obstruction to a visual read will be reported to the City in the form of a work order. It is the City's responsibility to resolve these issues with the customer.
 - iii. Any non-meter related issues encountered by the Technician will be reported to the City and will not be covered by Contractor under the terms of this contract.
2. Run daily, weekly and monthly data reports, as provided by the AMI system as required by the City. Technician will provide expert analysis and recommendations based on those reports. Examples include leak detection reports, backflow alerts, etc.
3. Act as a service inspector for any new meter installations within the City. Contractor would provide a recommended meter installation documentation that would become the standard of the City. Contractor would not be responsible for reading any new meter service unless covered by a separate contract or as an addition to this contract.
4. Oversee routine maintenance of the infrastructure including TGB, antenna, cables, etc. Contractor's technician will not be responsible for climbing any tanks, towers, etc. during the maintenance process.
 - a. Backhaul. Should the City elect to use their own system for data backhaul, it must be maintained for the duration of this Service Contract. Contractor will not be held accountable for any lapses in coverage that prohibit the transfer of data to the City.
5. Technician will help City with troubleshooting of potential problem meters. Examples include those that are behaving erratically, not reporting or stopped running. Meter assessment will be conducted to determine nature of the problem and appropriate action to be taken. Any issue covered under warranty will be documented and replaced/repared. Those issues that fall under "customer fault" will be immediately reported to the City and repaired using a pre-authorized work order at the rate provided in Exhibit D. Customer theft of water, if discovered, will be promptly reported as well. Weekly, Monthly, Quarterly, and/or yearly reporting of all warrantable corrective actions will be provided to the City based on their individual needs.

6. Technician will be properly trained and will be knowledgeable of the working of the Sensus AMI system. Contractor will ensure that its employees have the necessary skills, knowledge, training, and experience to perform meter reading, repair and testing, accurately and safely so as not to injure or endanger the City, its employees or any third party. Technician will participate in routine, on-going training as provided by the Manufacturer.
7. Contractor workers will perform all duties described under this contract as needed during the working hours of the City, normally 0800 to 1200 and from 1300 to 1700, Monday through Friday. Technician will observe all Contractor Holidays. Contractor will provide a list of Holidays observed. Technician will also observe the Holidays of the City.
8. A full-time back-up technician will be available at all times that the assigned technician is not available (sick days, vacation, training, etc.)
9. Contractor and its employees cannot be held accountable to the terms of this service agreement in the event of Acts of God, terrorism, etc. Contractor will work with the City to address any of these issues that might be considered a catastrophic event (Force Majeure).
10. Water Shutoffs. Contractor, its agents and subcontractors, will be responsible for shutting off the water to each meter serviced as well as notifying each customer of the water shutoff. Some assistance may be required by City with the notification of its customers. The installation team will knock on the doors of residential customers as well as leave notifications on their doors. In the case of large commercial customers such as schools, hospitals, nursing homes or any other commercial customer, special efforts will be made to ensure minimum disruption to water needs. In order to prevent any damage from plumbing fixtures that are sensitive to water shutoffs, Contractor will schedule replacements with these commercial customers and will notify the maintenance personnel when turning the water back on at these facilities. Regardless of any effort of Contractor, ultimate responsibility of any and all fixtures inside buildings will remain the responsibility of the end user and/or City as detailed in any Service Contract that exists between City and its Customers.
11. Curb Stops. In the event the service location lacks a curb stop or it is defective, Contractor or its representative will contact the City. In this event the City will either A) authorize Contractor to repair the defect at the price as listed in Exhibit D or as otherwise agreed by the Parties or, B) repair the defect with City's forces and notify Contractor that the repair has been made or, C) exclude the meter change out from the Project.
12. Meter Boxes, Vaults, and Roadways. Contractor is responsible for repairing any damages to meter boxes, vaults, and roadways that result from the installation of the Project; provided, however, that Contractor shall not be liable for pre-existing conditions or leaks. Contractor will install new meter boxes as authorized by the City's representative, with appropriate lid selection to be mutually agreed upon. Contractor will retain all existing water meters and materials pulled from the ground during the installation.
13. AMI Infrastructure Work. If Contractor's Work includes installation of AMI infrastructure, Contractor will install any infrastructure included in Exhibit D in accordance with the manufacturer's suggested recommendations.
14. Disposal. Contractor will be responsible for the disposal of all waste, debris and

materials from the installation of the Project.

15. Liability.

- a. Water Meter Replacement: Contractor is responsible for any damages that occur within 6" on either side of the water meter resulting from the Project installation. Any damages incurred within this 6" area will be promptly repaired at the expense of Contractor. Contractor is not liable for damages outside the 6" zone, either on the water distribution side or on the customer side incurred from the Project installation including shutoff, temporary outage, and restart of water service. Contractor is not liable for any pre-existing conditions including leaks, faulty workmanship and materials from previous projects, or rust. Should such conditions occur (e.g., leaks) Contractor may document them and at City's written request, repair them for a negotiated price.
- b. Back-Flow Prevention Devices: Contractor will not be required to install or repair any Back-Flow Prevention Devices. Contractor assumes no liability or responsibility for the proper functioning of these devices. Contractor recommends that the City notify each customer about the potential impact of thermal expansion but leaves this decision to the discretion of the City.

16. Non-Covered Work. Contracted meter change outs contemplate a standard like-for-like lay-length meter change out. If locations exist where conditions require nonstandard work (e.g., move a service location etc., move fences for or other customer structures & items for access, install systems in heavy traffic locations, alleys, parking lots, re-piping, changing lay-length, adding flange adaptors, etc.), Contractor and the City will either agree on a price the City will pay Contractor to perform the work, or the City will exclude this work from the Project.

3. **Responsibilities of City during Installation.**

(a) Owner-Furnished Data. City shall provide Contractor all technical data and information in City's possession, including previous reports, maps, surveys, necessary for Contractor to perform the Work. City shall be responsible for identifying the location of meters. Should Contractor require assistance in finding the meter location, City shall locate the meter in a timely manner.

(b) Access to Facilities and Property. City shall make its system facilities and properties available and accessible for inspection by Contractor and its subcontractors.

(c) City Cooperation. City support will be required during implementation of the Project to obtain access to meter boxes/pits, infrastructure sites and to coordinate utility interruptions. City will provide notification in its billing to its customers that Contractor is performing the designated work and that possible service interruption may result.

(d) Timely Review. The City shall examine all invoices and inspect all completed work by Contractor in a timely manner. In the event that City fails to make timely payment to Contractor as a result of City's delay in inspecting the Work or processing Contractor's invoice, Contractor reserves the right to suspend further work without penalty until such time as payment is made. The project completion date will be extended for the same duration of any such delay and suspension of Work. The City shall be required to give prompt notice should it become aware of any fault or defect in the Project.

(e) City Representative. The City shall designate a representative who will be fully acquainted with the Work and will be reasonably accessible to Contractor and its subcontractors, and will have the

authority to make decisions on behalf of the City.

4. Reporting Structure.

- (a) Contractor will provide supervision of the Meter Technicians.
- (b) City will be provided with a list of names and phone numbers of Supervisory Personnel that can be reached during normal business hours.

- 1. Meter Technicians
- 2. Manager of Business Development
- 3. Regional Meter Initiative Managers
- 4. Director

5. Conflict Resolution.

- (a) Contractor will work to resolve any and all issues, between the Contractor and the City.
- (b) City will provide a point of contact for all meter related issues, along with an appropriate reporting structure for conflict resolution.

(c) City will designate a Contract Administrator whose duties will be:

- 1. Liaison with Meter Technicians /Contractor
- 2. Coordinate and approve all work order requests
- 3. Resolve any disputes
- 4. Monitor consistency and quality of Meter Technician
- 5. Schedule and conduct Meter Technician performance evaluations. These evaluations will take place between the City Contract Administrator and the direct Supervisor of the technician.
- 6. Review and submit for payment all invoices for service work performed under the terms of this Contract along with items delivered.

(d) Customer Complaints

- 1. Customer complaints will be addressed by Contractor within two (2) working days of receiving complaint and a solution will be offered to the City. If complaint stems from a meter warranty issue, Contractor will make the necessary repairs as soon as possible. Non-warranty issues will be resolved under the conditions previously stated in this Contract.
- 2. Contractor will provide visual re-reads for the customer at the price indicated in Exhibit D.

6. Meter Technician Identification.

- (a) The Meter Technician will operate a work vehicle that is clearly marked as such.
- (b) The City will provide the Meter Technician with an identification badge indicating

that he/she is working as a subcontractor for the City.

7. Supplies.

- (a) Contractor will provide the Meter Technician with the necessary tools and equipment to make any necessary warranty repairs.
- (b) Any products that are required to make non-warranty repairs (e.g., vandalism) will be the responsibility of the City and will be requested in the form of a work order.

8. Customer Relations.

- (a) Contractor and its employees are responsible for ensuring that all customers and their property are treated in a courteous and professional manner.
- (b) Any work that must be performed in a restricted area will be conducted with the assistance of the City's Contract Administrator and the property owner.

General Responsibilities – Phase I and Phase II:

Contractor will:

1. Provide a project manager to coordinate all FlexNet installation activities with the City and be the main contact point during the infrastructure and SmartPoint Module deployment phase. The project manager will coordinate training activities and all installation activities with Sensus field engineers and contract installation crews hired by City.
2. Provide City a Sensus certified propagation study that determines the locations best suited for installation of the Base Stations and to ensure proper communications with end point transmitters and the RNI.
3. Work with Sensus to commission the RNI hardware and software remotely.
4. Work with Sensus to obtain final network acceptance and approval to install endpoint devices.
5. Schedule training familiarization / operators training for head end software to City identified personnel at the City's location.
6. Hire a qualified installation contractor to install the antennae and cable that runs between the Base Station and the antenna.

RNI (Headend) Responsibilities:

The RNI will be a SAAS model that will be stored at one of Sensus secure data sites.

Contractor will:

1. Supply the RNI hardware and data management software necessary to operate on the RNI hardware.
2. Work with Sensus to obtain final configuration of all software and RNI hardware for operation with the FlexNet network.
3. Work with Sensus to Test and verify proper network connectivity to access the Base Station.

SmartPoint Module Installation Responsibilities

Contractor will:

1. Install or hire a qualified installation contractor to install all Endpoints to be used in the AMI System.
2. Be responsible for quality assurance for their personnel and/or an installation contractor as it relates to proper installation of Endpoints.
3. Visit and troubleshoot Endpoints that are not reporting into the system. Investigate any non-reporting Endpoints to ensure that there are no cut wires, improper installations, improper programming and resolve all data entry errors in the system.
4. Assign an internal and/or installation contractor auditor to ensure installation work is correct. Contractor will engage Sensus to train this individual to properly identify and correct any known problems in the field. This individual will be the primary contact to troubleshoot, identify and correct non reporting Endpoints and installation errors.
5. Once the installer has completed troubleshooting of installation issues, Contractor will engage Sensus to investigate the remaining Endpoints to identify and fix any coverage issues.
6. Coordinate with Sensus to establish the Endpoints installation schedule, shipment quantities, and overall project timeline.

City will:

1. Purchase Endpoints. "Endpoint," in this Exhibit only, means a Sensus meter or a Sensus SmartPoint Module installed on a third-party meter.

General Responsibilities: Phase III

Contractor will Additionally per our CORE+ NaaS Program:

1. Purchase all needed FlexNet (RNI) computer equipment.
2. Be responsible for fees associated with acquiring and maintaining the static IP addresses needed to access network equipment located at the Base Station site.
3. Provide the necessary static IP addresses for the FlexNet system components.
4. Be responsible to secure a suitable contractor to connect the data management software to the billing system to allow for data to be imported for billing purposes.
5. Provide remote network access to the FlexNet Base Station network to Sensus. This provides Sensus Technical Services personnel the ability to perform ongoing system support and troubleshooting.

CORE+ Network as a Service (NaaS) Infrastructure Site Responsibilities

1. Network as a Service.

- A. Generally. Contractor shall provide City with Network as a Service ("NaaS"), as defined below, during the Term of the Contract but only so long as City is current in its payments to Contractor for NaaS.
- B. RF Field Equipment. City owns and will continue to own all RF Field Equipment.
 - i. Maintenance of RF Field Equipment. As a part of NaaS, Contractor shall be responsible for the ongoing maintenance of the RF Field Equipment.
 - (a) For RF Field Equipment located on City's property, and for good and valuable consideration stated in this agreement, City agrees to provide access to Contractor to install and operate

City-owned RF Field Equipment. Contractor shall obtain any required permits. City will supply electric power to the RF Field Equipment. During any Network Continuation Term, as defined below, Contractor shall pay for power to the RF Field Equipment. In the event that power is not present at a certain City site(s), Contractor shall cover the reasonable costs associated with connecting the City's site(s) to the City's power supply for operation of the RF Field Equipment.

- ii. **Site Access.** City shall provide Contractor and/or Contractor's authorized representative with access to all City site(s) necessary for Contractor to perform the NaaS, as defined below.

Network as a Service ("NaaS") Definition. NaaS means only the following items in subsection 1. If an item is not included in subsection 1 below, it is specifically excluded from NaaS and subject to additional pricing.

1. Contractor Responsibilities. Contractor shall be responsible for providing the following services to the City:

- i. City will own FlexNet Base Stations.
 - 1. Contractor is responsible for administration.
- ii. Contractor will own and be responsible for backhaul communication for Base Stations where backhaul is not provided by utility network.
 - 1. Contractor is responsible for administration and payment of 3rd party backhaul fees.
- iii. Network Design and Architecture
 - 1. Gather City defined requirements and features for design of network.
 - 2. Design network based on City's asset locations.
 - 3. Select sites that provide best coverage.
 - 4. Perform preliminary site visits.
 - 5. Finalize propagation study based on sites identified.
 - 6. Propagation study of record is created and will be used in design per requirements identified.
 - 7. Create SOW for Base Station installation work.
 - 8. Build a schedule and project plan.
 - 9. Design and analyze Radio Frequency ("RF") network including backhaul design.
 - 10. If additional changes to the features or requirements are required by City, Contractor will redesign the network and pricing may be adjusted to reflect this change.
- iv. RF Field Equipment Installation
 - 1. Order and deliver materials (Base Station, cables, antennas, etc.).
 - 2. Installation of any towers, pads, etc. as needed.
 - 3. Manage third party subcontractors as needed.
 - 4. Install RF Field Equipment.

5. Perform RF / Noise analysis and resolution as required.
 6. Certify Base Station installation and testing is complete.
- v. Ongoing Operations Management
1. Contractor will be responsible for the day-to-day operations, management, maintenance, and monitoring of the RF Field Equipment.
 2. Document network design, physical asset condition, etc. (take and store photos as documentation).
 3. Contractor, via the Network Operation Center ("NOC"), shall monitor the RF Field Equipment to ensure the early identification and resolution of network communications on a 24 x 7 x 365 basis.
 4. Monitor and manage firmware/software using standard key performance indicators for performance & capacity management (storage, CPU, memory, security, etc.).
 5. Monitor and respond to system outages, trouble ticket generation, and other alerts regarding the FlexNet System.
 6. Perform remote initial triage and troubleshooting of issues.
 7. Any issues identified by Contractor that cannot be resolved remotely shall be dispatched by the NOC for onsite resolution.
 8. Mitigate and resolve any potential RF interference that may occur.
 9. Provide remote firmware maintenance, which includes Patches, Updates, and Upgrades for RF Field Equipment software and firmware.
 - a. Contractor will participate and support standard change management controls in accordance with City's change management practices, policies, and procedures.
 10. Cyber security of RF Field Equipment will be managed, monitored, and maintained by Contractor or its agent's security team and experts.
 11. Perform network tuning to maximize FlexNet System.
 - a. Network tuning includes looking at stale meters, Read interval Success (RIS), RF channels, and overall network health, capacity, and performance. Meter configuration and channel configuration changes will be made to ensure optimal FlexNet System performance is being achieved on each channel and frequency.
 12. Optimize network and ongoing design to ensure maximum coverage and performance.
 - a. Network optimization includes performing network design and propagation analysis to identify areas of improvement of coverage, capacity, and performance.
 13. Service Level Objectives ("SLOs").
 - a. Field dispatch to occur within one (1) business day of identified issue.
 - b. Maintain performance consistent with the NaaS Uptime Rate (as defined below).
 14. Provide monthly performance reports to City and manage SLOs as agreed upon.
- vi. Ongoing Infrastructure Maintenance

1. Provide warranty of RF Base Stations, parts, replacement, etc. (labor and batteries included).
2. Perform routine field preventative maintenance (physical maintenance and RF analysis).
 - a. Visit RF Base Station(s) once a year minimum for routine maintenance.
 - b. Report of visits plus maintenance logs are stored in ticketing system.
 - c. Voltage standing wave ratio (VSWR) and Distance to Fault (DTF) testing of antenna system.
 - d. Inspection of antenna system.
 - e. Inspection of exterior and interior of cabinet including GPS system.
 - f. Power monitor and measurement.
 - g. Software inspection and confirmation.
 - h. Completion of checklist and reporting package with update of site photos.
 - i. Interference and noise mitigation checks are performed.
3. Provides spare parts for RF Field Equipment.

2. City Responsibilities

- i. City shall inform Contractor whether City will own and be responsible for backhaul connectivity or whether City requires Contractor to provide backhaul connectivity. If City opts to provide the backhaul connectivity for any portion of the FlexNet System, City shall be responsible for managing that connection and support through its third-party service provider.
- ii. City shall provide adequate internal network infrastructure so as to not affect Contractor's ability to meet performance metrics and/or SLOs.
- iii. If required by City, City shall provide the support, maintenance, and monitoring of the City's dedicated LAN and or WAN. Contractor shall not be responsible for performance and availability of the LAN or WAN networks outside of Contractor's control.
- iv. City shall own metrology (meters), endpoint, and SmartPoint devices.
- v. City shall remain current in its payment obligations for NaaS. All payments shall be made to Contractor unless otherwise agreed by the parties.

3. FlexNet NaaS Network Availability.

- a. **NaaS Uptime Rate.** Contractor endeavors to maintain an average NaaS Uptime Rate equal to ninety-eight and one half percent (98.5%) per Month. The NaaS Uptime Rate, cumulative across the entire FlexNet Network, is intended to measure the percentage of time during each Month that the FlexNet Network was actually available to City for normal use. The NaaS Uptime Rate shall be calculated as follows:

$$\text{NaaS Uptime Rate} = \frac{100 \times (\text{TMO} - \text{total Non-Scheduled Downtime minutes in the Month})}{\text{TMO}}$$

b. **Definitions.**

- i. **"Targeted Minutes of Operation" or "TMO"** means total minutes in the applicable calendar month ("**Month**") minus the Scheduled Downtime in the Month.
- ii. **"Scheduled Downtime"** means the number of minutes during the Month, as measured by Contractor, in which access to or use of the FlexNet Network is scheduled to be unavailable for use by City due to planned system or RF Field Equipment maintenance. Contractor shall provide City notice (via email or otherwise) at least seven (7) days in advance of commencement of the Scheduled Downtime.
- iii. **"Non-Scheduled Downtime"** means the number of minutes during the Month, as measured by Contractor, in which access to or use of the RF Field Equipment is unavailable for use by City due to reasons other than Scheduled Downtime or the Exceptions, as defined below (e.g., due to a need for unplanned maintenance or repair).
- iv. **"Exceptions"** means the following events:
 - "Force Majeure" means an event beyond a party's reasonable control, including, without limitation, acts of God, hurricane, flood, volcano, tsunami, tornado, storm, tempest, mudslide, vandalism, illegal or unauthorized radio frequency interference, strikes, lockouts, or other industrial disturbances, unavailability of component parts of any goods provided hereunder, acts of public enemies, wars, blockades, insurrections, riots, epidemics, earthquakes, fires, restraints or prohibitions by any court, board, department, commission or agency of the United States or any States, any arrests and restraints, civil disturbances and explosion.
 - Emergency Work, as defined below; and
 - Lack of Internet Availability, as described below.
 - a. **Emergency Work.** In the event that Force Majeure, or other exceptional circumstances arise or continue during TMO, Contractor shall be entitled to take any actions that Contractor, in good faith, determines is necessary or advisable to prevent, remedy, mitigate, or otherwise address actual or potential harm, interruption, loss, threat, security or like concern to any of the Application(s) ("Emergency Work"). Such Emergency Work may include, but is not limited to analysis, testing, repair, maintenance, re-setting and other servicing of the hardware, cabling, networks, software and other devices, materials, and systems through which access to and/or use of the Application(s) by the City is made available (the "Managed Systems"). Contractor shall provide advance notice of such Emergency Work to City when practicable and possible.
 - b. **Lack of Internet Availability.** Contractor shall not be responsible for any deterioration of performance attributable to latencies in the public internet or point-to-point network connection operated by a third party. City expressly acknowledges and agrees that Contractor does not and cannot control the flow of data to or from Contractor's networks and other portions of the Internet, and that such flow depends in part on the performance of Internet services provided or controlled by third parties, and that at times, actions or inactions of such third parties can impair or disrupt data transmitted through, and/or City's connections to, the Internet or point-to-point data connection (or portions thereof). Although Contractor will use commercially reasonable efforts to take actions Contractor may deem appropriate to mitigate the effects of any such events, Contractor cannot guarantee that such events will not occur. Accordingly, Contractor disclaims any and all liability resulting from or relating to such events.

4. The Contractor shall provide a solution for incorporating data collection and bill processing services for any other water or natural gas utility service area(s) that may be consolidated with the City of Sunrise's utility at those future dates while remaining under Agreement with the City of Sunrise for these services, with recognition that additional effort and costs will be applicable and authorized for these services prior to the provisions being made for these services.

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Exhibit C

Deployment Plan

Task Name/ Description	Duration
City of Sunrise Advanced Metering Infrastructure (AMI) Deployment Plan	538 days
Notice to Proceed	0 days
AMI Infrastructure	
PM/ engineering/ MDM/ Tyler Munis	
One time set up fee for software, network, cloud	
(2) vehicle set-ups	
Annual maintenance; fixed network for 5 years	
Bond	
Phase I	131 days
Project Stakeholder Roster Created and Distributed	3 days
Workshops Conducted	6 days
Data Integration Workshop	0.5 days
AMI Infrastructure Workshop	0.5 days
Public Outreach Collateral Workshop	0.5 days
Meter Configuration Workshop	0.5 days
Existing Field Configurations/ Installation SOP/ Project Liaison Workshop	0.5 days
QA/ QC Workshop	0.5 days
Materials (City-side/ Customer-side) Workshop	0.5 days
Meter Survey Requirements Workshop	0.5 days
Proof of Concept Workshop	0.5 days
Meter Reading Black-out Schedule Workshop	0.5 days
Natural Gas Operator Qualification Workshop	0.5 days
User Acceptance Workshop	0.5 days
Meter Surveys Conducted	105 days
Meter Survey Complete	0 days
IT and Software Integration	122 days
Data Flow: City to Installer	30 days
Data Flow: Completed Install to City Billing	55 days

Sensus Analytics/ RNI Built	20 days
Alpha Testing	15 days
Beta Testing	15 days
Customer Acceptance Testing	15 days
IT and Software Integration Complete	0 days
Customer Sign-off	2 days
AMI Network Infrastructure Installed	90 days
Sites Identified	0 days
SOW (per Site)	20 days
City Sign-off SOWs	5 days
Equipment Ordered	30 days
Sites Installed	21 days
Sites Commissioned	10 days
City Sign-off Acceptance of Commissioned Sites	4 days
AMI Network Infrastructure Complete	0 days
Proof of Concept Meters/ MTU Units	26 days
POC Area Confirmed	3 days
POC Meters Installed	15 days
Initial Installation Training	15 days
QA/QC Audits	5 days
Acceptance Testing	5 days
Proof of Concept Customer Sign-off	3 days
POC Complete	0 days
Phase I Complete	0 days
Phase II	407 days
Mass Meter/ MTU Unit Installations (Gas & Water)	391 days
Mass Register Installations (Gas):	30 days
Final Training Sessions	369 days
User Acceptance Testing	369 days
QA/ QC Audits	369 days
Mass Meter/ Register Installation Complete	0 days
Remaining Inventory Placed as Agreed Upon	10 days

Phase II/ Project Customer Sign-off	5 days
Lessons-Learned Workshop	1 day
Phase III	2 days
Transfer to Core+ and NaaS	2 days
Acronyms Defined	
AMI = Advanced Metering Infrastructure	
Core+ = AMI System Management	
Endpoint = Radio Transmitter (Battery Operated)	
IT = Information Technology	
MDM = Meter Data Management	
MTU = Meter Transmission Unit (aka; Endpoint)	
NaaS = Network as a Service	
PM = Project Management	
POC = Proof of Concept	
QA/ QC = Quality Assurance/ Quality Control	
RNI = Regional Network Interface	
SOP = Standard Operating Procedure	
SOW + Statement of Work	

Exhibit D

Project Pricing

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ON ATTACHED PAGES]

Item No.	Quantity	Description	Unit Price	Total	Notes
1	40,230	Furnish & Install new 5/8" Solid State Water Meter and Register in City of Sunrise's Infrastructure Area	\$136.81	\$5,504,008.50	Sensus iPERL
2	40,230	Removal with Buy Back, Trade-in/Exchange, or Salvage Credit for Existing 5/8" Meter and Register in City of Sunrise's Infrastructure Area	(\$1.37)	(\$54,913.95)	Bronze Body Meter
3	500	Furnish & Install 5/8" Electromagnetic Smart Water Meter and Register with Shut-off Valve in City of Sunrise's Infrastructure Service Area	\$410.50	\$205,251.77	Sensus Ally
4	195	Furnish & Install new 3/4" Solid State Water Meter and Register in City of Sunrise's Infrastructure Area	\$147.81	\$28,823.64	Bronze Body Meter
5	195	Removal with Buy Back, Trade-In/Exchange, or Salvage Credit for Existing 3/4" Meter and Register in City of Sunrise's Infrastructure area	(\$2.52)	(\$491.40)	Bronze Body Meter
6	5	Furnish & Install new 3/4" Electromagnetic Smart Water Meter and Register with Shut-off Valve in City of Sunrise's Infrastructure Service Area	\$453.29	\$2,266.47	Sensus Ally
7	2,343	Furnish & Install new 1" Solid State Water Meter and Register in City of Sunrise's Infrastructure Area	\$191.16	\$447,896.16	Sensus iPERL
8	2,343	Removal with Buy Back, Trade-In/Exchange, or Salvage Credit for Existing 1" Meter and Register in City of Sunrise's Infrastructure area	(\$4.10)	(\$9,594.59)	Bronze Body Meter
9	50	Furnish & Install new 1" Electromagnetic Smart Water Meter and Register with Shut-off Valve in City of Sunrise's Infrastructure Service Area	\$486.94	\$24,347.18	Sensus Ally
10	375	Furnish & Install 1.5" AMI-Ready Turbine Water Meter and Register in City of Sunrise's Infrastructure Area	\$575.55	\$215,829.78	Sensus Omni R2
11	375	Removal and Buy Back, Trade-In/Exchange, or Salvage Credit for Existing 1.5" Turbine Meter and Register in City of Sunrise's Infrastructure area	(\$7.98)	(\$2,992.50)	Bronze Body Meter
12	375	Furnish & Install new 1.5" AMI-Ready Compound Water Meter and Register in City of Sunrise's Infrastructure Area	\$1,184.57	\$444,212.28	Sensus Omni C2
13	375	Removal and Buy Back, Trade-In/Exchange, or Salvage Credit for Existing 1.5" Compound Meter and Register in City of Sunrise's Infrastructure Service Area	(\$7.98)	(\$2,992.50)	Bronze Body Meter
14	685	Furnish & Install new 2" AMI-ready Turbine Water Meter in City of Sunrise's Infrastructure Service Area	\$719.34	\$492,745.22	Sensus Omni T2
15	685	Removal and Buy Back, Trade-In/Exchange, or Salvage Credit for Existing 2" Turbine Meter and Register in City of Sunrise's Infrastructure Service area	(\$9.24)	(\$6,329.40)	Bronze Body Meter

16	685	Furnish & Install new 2" AMI-ready Compound Water Meter and Register in City of Sunrise's Infrastructure service Area	\$1,333.63	\$913,533.87	Sensus Omni C2
17	685	Removal and Buy Back, Trade-In/Exchange, or Salvage Credit for Existing 2" Compound Meter and Register in City of Sunrise's Infrastructure Service area	(\$9.24)	(\$6,329.40)	Bronze Body Meter
18	80	Furnish & Install new 3" AMI-ready Turbine Water Meter and Register in City of Sunrise's Infrastructure service Area	\$1,268.83	\$101,506.69	Sensus Omni T2
19	80	Removal and Buy Back, Trade-In/Exchange, or Salvage Credit for Existing 3" Turbine Meter and Register in City of Sunrise's Infrastructure Service Area	(\$16.80)	(\$1,344.00)	Bronze Body Meter
20	80	Furnish & Install new 3" AMI-ready Compound Water Meter and Register in City of Sunrise's Infrastructure Service Area	\$1,726.91	\$138,153.09	Sensus Omni C2
21	80	Removal and Buy Back, Trade-In/Exchange, or Salvage Credit for Existing 3" Compound Meter and Register in City of Sunrise's Infrastructure Service Area	(\$16.80)	(\$1,344.00)	Bronze Body Meter
22	13	Furnish and Install new 4" AMI-ready Turbine Water Meter and Register in City of Sunrise's Infrastructure Service Area	\$1,898.00	\$24,673.97	Sensus Omni T2
23	13	Removal and Buy Back, Trade-In/Exchange, or Salvage Credit for Existing 4" Turbine Meter and Register in City of Sunrise's Infrastructure Service Area	(\$21.84)	(\$283.92)	Bronze Body Meter
24	12	Furnish and Install new 4" AMI-ready Compound Water Meter in City of Sunrise's Infrastructure Service Area	\$2,878.72	\$34,544.62	Sensus Omni C2
25	12	Removal and Buy Back, Trade-In/Exchange, or Salvage Credit for Existing 4" Compound Meter and Register in City of Sunrise's Infrastructure Service Area	(\$21.84)	(\$262.08)	Bronze Body Meter
26	13	Furnish and Install new 6" AMI-ready Turbine Water Meter and Register in City of Sunrise's Infrastructure Service Area	\$3,980.85	\$51,751.06	Sensus Omni T2
27	13	Removal and Buy Back, Trade-In/Exchange, or Salvage Credit for Existing 6" Turbine Meter and Register in City of Sunrise's Infrastructure Service Area	(\$48.30)	(\$627.90)	Bronze Body Meter
28	12	Furnish and Install new 6" AMI-ready Compound Water Meter and Register in City of Sunrise's Infrastructure service Area	\$4,872.70	\$58,472.41	Sensus Omni C2
29	12	Removal and Buy Back, Trade-In/Exchange, or Salvage Credit for Existing 6" Compound Meter and Register in City of Sunrise's Infrastructure Service Area	(\$48.30)	(\$579.60)	Bronze Body Meter
30	1	Furnish and Install new 8" AMI-ready Turbine Water Meter and Register in City of Sunrise's Infrastructure Service Area	\$7,392.53	\$7,392.53	Sensus Omni T2
31	1	Removal and Buy Back, Trade-In/Exchange, or Salvage Credit for Existing 8" Turbine Meter and Register in City of Sunrise's Infrastructure Service Area	(\$81.90)	(\$81.90)	Bronze Body Meter

32	1	Furnish and Install new 8" AML-ready Compound Water Meter and Register in City of Sunrise's Infrastructure Service Area	\$8,558.28	\$8,558.28	Sensus Omni C2
33	1	Removal and Buy Back, Trade-In/Exchange, or Salvage Credit for Existing 8" Compound Meter and Register in City of Sunrise's Infrastructure Service Area	(\$81.90)	(\$81.90)	Bronze Body Meter
34	45,001	Furnish and Install AMI Radio MTU in City of Sunrise's Infrastructure Area	\$98.32	\$4,424,410.62	Sensus Single Port SmartPoint
35	45,001	Deduct for Dual Port AMI Transmitter (MTU) in City of Sunrise's Infrastructure Area - if applicable	(\$83.32)	(\$3,749,483.32)	Sensus Dual Port SmartPoint. Formula \$98.32*2 Single Port - \$113.32 Dual Port = \$83.32 Deduct
36	200	Furnish & Install new retrofitted index and MTU for diaphragm gas meters under 200 cfh	\$153.45	\$30,690.00	
37	8,300	Furnish & Install new Retrofitted index and new MTU for Elster American AC-250 diaphragm gas meter	\$153.45	\$1,273,635.00	
38	150	Furnish & Install new Retrofitted index and new MTU for Rockwell 275 diaphragm gas meter	\$153.45	\$23,017.50	
39	200	Furnish & Install new Retrofitted index and new MTU for Sensus R275 diaphragm gas meter	\$153.45	\$30,690.00	
40	15	Furnish & Install new Retrofitted index and new MTU for Sensus 415 diaphragm gas meter	\$153.45	\$2,301.75	
41	335	Furnish & Install new Retrofitted index and new MTU for Elster American AL-425 diaphragm gas meter	\$153.45	\$51,405.75	
42	100	Furnish & Install new Retrofitted index and new MTU for Elster American AC-630 diaphragm meter	\$153.45	\$15,345.00	
43	45	Furnish & Install new Retro fitted index and new MTU for Elster American AL-800 diaphragm meter	\$282.92	\$12,731.40	
44	2	Furnish & Install new Retrofitted Gas meter index and new MTU for Roots 800 diaphragm meter	\$354.92	\$709.84	
45	125	Furnish & Install new Retrofitted index and new MTU for Elster American AL-1000 diaphragm meter	\$282.92	\$35,365.00	
46	2	Furnish & Install new Retrofitted index and new MTU for Rockwell 1600 diaphragm gas meter	\$282.92	\$565.84	
47	24	Furnish & Install new Retrofitted index and new MTU for Rommet 3000 diaphragm gas meter	\$354.92	\$8,518.08	
48	2	Furnish & Install new index MTU for Honeywell Rabo 1.5 Rotary gas meter	\$354.92	\$709.84	
49	4	Furnish & Install new Retrofitted Gas meter index and new MTU for Rabo 3.5 Rotary	\$354.92	\$1,419.68	
50	5	Furnish & Install new Retrofitted Gas meter index and new MTU for Rabo 5.5 Rotary	\$354.92	\$1,774.60	

51	1	Furnish & Install new Retrofitted Gas meter index and new MTU for Roots 2M Rotary meter	\$354.92	\$354.92	
52	1	Furnish & Install new Retrofitted Gas meter index and new MTU for Roots 3M Rotary meter	\$354.92	\$354.92	
53	L.S.	Project Management and Engineering fees for set-up and start-up (initiate MDM software and integration with Tyler-Munis ERP for water and gas billing and /payment processing)	\$160,000.00	\$160,000.00	Project Management & Software Integration
54	L.S.	One time set up fee for software, network servers, and cloud services, if any additional services	\$500,000.00	\$500,000.00	Sensus FlexNet AMI Network Deployment, Software, Training
55	L.S.	Mobile Field Equipment for 2 vehicles including hand-held units (provide description of components supplied and applicable warrantee documents)	\$25,000.00	\$25,000.00	SAMSUNG GALAXY TABLET A 32GB & CommandLink
56	L.S.	Annual Maintenance for Fixed Network for first five (5) years - static rate	\$480,610.00	\$480,610.00	CORE+ NaaS, 2 Full-Time technicians maintaining network, meters & endpoints, warranty administration
57	45,001	Charge (if any additional to Annual Maintenance cost) per account for customer portal	\$0.00	\$0.00	Included with NaaS Fees
58	45,001	Documenting Water Service Line Material on Public and Private side of Meter in City of Sunrise's Infrastructure Area	\$10.86	\$488,710.86	Field Survey with video/pictures
59	45,001	Cost to log Lead and Copper Service Line Inventory on City and Private side of meter	\$4.66	\$209,704.66	No charge if performed as part of the meter installation
60		Owner's Allowance	\$500,000.00	500,000.00	
61		Subtotal:			
62		Performance and Payment Bond		\$100,000.00	
63		GRAND TOTAL:		\$13,244,260.44	
Weston (ITDD) Area - Alternate Add Item					
Item No.	Quantity	Description	Unit Price	Total	Notes
1A	16,523	Furnish & Install new 5/8" Solid State Water Meter and Register in Weston (ITDD) Area - Alternate Add Item	\$136.81	\$2,260,570.03	Sensus iPERL
2A	16,523	Removal with Buy Back, Trade-In/Exchange, or Salvage Credit for Existing 5/8" Meter and register in Weston (ITDD) Area - Alternate Add Item	(\$1.37)	(\$22,553.90)	Bronze Body Meter
3A	428	Furnish & Install new 1" Solid State Water Meter and Register in Weston (ITDD) Area - Alternate Add Item	\$191.16	\$81,817.99	Sensus iPERL
4A	428	Removal and Buy Back, Trade-In/Exchange, or Salvage Credit for Existing 1" Meter and Register in Weston (ITDD) Area - Alternate Add Item	(\$4.10)	(\$1,752.66)	Bronze Body Meter
5A	78	Furnish & Install new 1.5" AMI-ready Turbine Water Meter and Register in Weston (ITDD) Area - Alternate Add Item	\$575.55	\$44,892.59	Sensus Omni R2

6A	78	Removal and Buy Back, Trade-In/Exchange, or Salvage Credit for Existing 1.5" Turbine Meter and Register in Weston (ITDD) Area - Alternate Add Item	(\$7.98)	(\$622.44)	Bronze Body Meter
7A	78	Furnish & Install new 1.5" AMI-ready Compound Water Meter and Register in Weston (ITDD) Area - Alternate Add Item	\$1,184.57	\$92,396.15	Sensus Omni C2
8A	78	Removal and Buy Back, Trade-In/Exchange, or Salvage Credit for Existing 1.5" Compound Meter and Register in Weston (ITDD) Area - Alternate Add Item	(\$7.98)	(\$622.44)	Bronze Body Meter
9A	61	Furnish & Install new 2" AMI-ready Turbine Water Meter and Register in Weston (ITDD) Area - Alternate Add Item	\$719.34	\$43,879.50	Sensus Omni T2
10A	61	Removal and Buy Back, Trade-In/Exchange, or Salvage Credit for Existing 2" Turbine Meter and Register in Weston (ITDD) Area - Alternate Add Item	(\$9.24)	(\$563.64)	Bronze Body Meter
11A	61	Furnish & Install new 2" AMI-ready Compound Water Meter in Weston (ITDD) Area - Alternate Add Item	\$1,333.63	\$81,351.19	Sensus Omni C2
12A	61	Removal and Buy Back, Trade-In/Exchange, or Salvage Credit for Existing 2" Compound Meter and Register in Weston (ITDD) Area - Alternate Add Item	(\$9.24)	(\$563.64)	Bronze Body Meter
13A	20	Furnish & Install new 3" AMI-ready Turbine Water Meter in Weston (ITDD) Area - Alternate Add Item	\$1,268.83	\$25,376.67	Sensus Omni T2
14A	20	Removal and Buy Back, Trade-In/Exchange, or Salvage Credit for Existing 3" Turbine Meter and Register in Weston (ITDD) Area - Alternate Add Item	(\$16.80)	(\$336.00)	Bronze Body Meter
15A	19	Furnish and Install new 3" AMI-ready Compound Water Meter in Weston (ITDD) Area - Alternate Add Item	\$1,726.91	\$32,811.36	Sensus Omni C2
16A	19	Removal and Buy Back, Trade-In/Exchange, or Salvage Credit for Existing 3" Compound Meter and Register in Weston (ITDD) Area - Alternate Add Item	(\$16.80)	(\$319.20)	Bronze Body Meter
17A	2	Furnish and Install new 6" AMI-ready Turbine Water Meter and Register in Weston (ITDD) Area - Alternate Add Item	\$3,980.85	\$7,961.70	Sensus Omni T2
18A	2	Removal and Buy Back, Trade-In/Exchange, or Salvage Credit for Existing 6" Turbine Meter and Register in Weston (ITDD) Area - Alternate Add Item	(\$48.30)	(\$96.60)	Bronze Body Meter
19A	2	Furnish and Install new 6" AMI-ready Compound Water Meter and Register in Weston (ITDD) Area - Alternate Add Item	\$4,872.70	\$9,745.40	Sensus Omni C2
20A	2	Removal and Buy Back, Trade-In/Exchange, or Salvage Credit for Existing 6" Compound Meter and Register in Weston (ITDD) Area - Alternate Add Item	(\$48.30)	(\$96.60)	Bronze Body Meter
21A	1	Furnish and Install new 8" AMI-ready Turbine Water Meter and Register in Weston (ITDD) Area - Alternate Add Item	\$7,392.53	\$7,392.53	Sensus Omni T2

22A	1	Removal and Buy Back, Trade-In/Exchange, or Salvage Credit for Existing 8" Turbine Meter and Register in Weston (ITDD) Area - Alternate Add Item	(\$81.90)	(\$81.90)	Bronze Body Meter
23A	1	Furnish and Install new 8" AMI-ready Compound Water Meter in Weston (ITDD) Area - Alternate Add Item	\$8,558.28	\$8,558.28	Sensus Omni C2
24A	1	Removal and Buy Back, Trade-In/Exchange, or Salvage Credit for Existing 8" Compound Meter and Register in Weston (ITDD) Area - Alternate Add Item	(\$81.90)	(\$81.90)	Bronze Body Meter
25A	17,284	Furnish and Install MTU in Weston (ITDD) Area - Alternate Add Item	\$98.32	\$1,699,329.20	Sensus Single Port SmartPoint
26A	17,284	Deduct for Dual Port AMI Transmitter MTU(s) in Weston (ITDD) Area - Alternate Add Item	(\$83.32)	(\$1,440,102.88)	Sensus Dual Port SmartPoint. Formula \$98.32*2 Single Port - \$113.32 Dual Port = \$83.32 Deduct
27A	L.S.	Furnish and Install Fixed Network infrastructure for all water and gas meters & endpoints (including permitting, software, installation costs for poles, collectors, repeaters or any other connecting components) Weston (ITDD) Area - Alternate Add Item	\$250,000.00	\$250,000.00	Sensus FlexNet AMI Network Deployment, Software, Training
28A	L.S.	Annual Maintenance for Fixed Network for first five (5) years - static rate	\$184,764.00	\$184,764.00	CORE+ NaaS, 2 Full-Time technicians maintaining network, meters & endpoints
29A	17,300	Charge (if any additional to Annual Maintenance cost) per account for customer portal in Weston (ITDD) Area - Alternate Add Item	\$0.00	\$0.00	Included in NaaS
30A	17,300	Documenting Water Service Line Material on Public and Private side of Meter in City of Sunrise's Infrastructure Area- Alternate Add Item	\$10.86	\$187,878.00	Field Survey with video/pictures
31A	17,300	Cost to log Lead and Copper Service Line Inventory on City and Private side of meter in Weston (ITDD) Area - Alternate Add Item	\$4.66	\$80,618.00	No charge if performed as part of the meter installation
32A		Owner's Allowance in Weston (ITDD) Area - Alternate Add Item	\$150,000.00	\$150,000.00	
33A		Subtotal in Weston (ITDD) Area - Alternate Add Item:		\$3,781,548.82	
34A		Performance and Payment Bond in Weston (ITDD) Area - Alternate Add Item:		\$50,000.00	
35A		GRAND TOTAL in Weston (ITDD) Area - Alternate Add Item:		\$3,831,548.82	
Option I: Purchasing and taking over the NaaS and converting to Software as a System (SaaS) for Sunrise Service Area only					
Item No.	Quantity	Description	Unit Price	Total	
I-A	L.S.	Furnish and Install Fixed Network infrastructure for all water and gas meters & endpoints (including permitting, software, installation costs for poles, collectors, repeaters or any other connecting components) in Sunrise Infrastructure service area	\$500,000.00	\$500,000.00	Sensus FlexNet AMI Network Deployment, Software, Training

I-B		Annual percentage increase for NaaS for years 6 through 20 of a 20-year contract	3%		
I-C	L.S.	Buyout price at end of year 5 to convert NaaS to SaaS	\$0.00	\$0.00	No Cost to convert from NaaS to SaaS in year 5
I-D	L.S.	Annual SaaS Fees in Year 6 of 20-year contract	\$75,000.00	\$75,000.00	
I-E		Annual percentage increase for SaaS for years 7 through 20 in 20-year contract	3%		
I-F		GRAND TOTAL Option I:		\$575,000.00	
Option II: Purchasing and taking over the NaaS and converting to Software as a System (SaaS) for Sunrise Service Area and Weston (ITDD) Area					
Item No.	Quantity	Description	Unit Price	Total	
II-A	L.S.	Furnish and Install Fixed Network infrastructure for all water and gas meters & endpoints (including permitting, software, installation costs for poles, collectors, repeaters or any other connecting components) in Sunrise Infrastructure service area	\$500,000.00	\$500,000.00	Sensus FlexNet AMI Network Deployment, Software, Training
II-B		Annual percentage increase for NaaS for years 6 through 20 of a 20-year contract	3%		
II-C	L.S.	Buyout price at end of year 5 to convert NaaS to SaaS	\$0.00	\$0.00	No Cost to convert from NaaS to SaaS in year 5
II-D	L.S.	Annual SaaS Fees in Year 6 of 20-year contract	\$75,000.00	\$75,000.00	
II-E		Annual percentage increase for SaaS for years 7 through 20 in 20-year contract	3%		
II-F		GRAND TOTAL Option II:		\$575,000.00	
		* Pricing does not include any sales tax charged to the City of Sunrise or use tax that may be payable to the State of Florida. Taxes to be added if determined to be applicable.			

Exhibit E

Sensus Limited Warranty

and

Core & Main LP City of Sunrise Warranty

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK AND SENSUS LIMITED WARRANTY and CORE & MAIN LP CITY OF SUNRISE WARRANTY FOLLOWS ON ATTACHED PAGES

Sensus Limited Warranty

G-500 R26

1. General Product Coverage. Unless otherwise provided herein, Sensus USA Inc. ("Sensus") warrants its products and parts to be free from defects in material and workmanship for one (1) year from the date of Sensus shipment and as set forth below. All products are sold to customer ("Customer") pursuant to Sensus' Terms of Sale, available at: sensus.com/TC ("Terms of Sale").

2. SR II® and accuSTREAM™ 5/8", 3/4" & 1" Meters are warranted to perform to new meter accuracy level set forth in the SR II and accuSTREAM Data Sheets available at sensus.com for five (5) years from the date of Sensus shipment or until the registration shown below, whichever occurs first. Sensus further warrants that the SR II and accuSTREAM meters will perform to at least AWWA Repaired Meter Accuracy Standards for fifteen (15) years from the date of Sensus shipment or until the registration shown below, whichever occurs first:

	New Meter Accuracy	Repair Meter Accuracy
5/8" SR II Meter and accuSTREAM Meter	500,000 gallons	1,500,000 gallons
3/4" SR II Meter and accuSTREAM Meter	750,000 gallons	2,250,000 gallons
1" SR II Meter and accuSTREAM Meter	1,000,000 gallons	3,000,000 gallons

3. ally® Meters that register water flow are warranted to perform to the accuracy level set forth in the ally Data Sheet available at sensus.com for fifteen (15) years from the Date of Installation, but no longer than sixteen (16) years from date of manufacture, not including the meter's sensors, valve, and gear motor, which are warranted under different terms described below. As used herein, "Date of Installation" means the date after which the ally Meter has been out of empty pipe for seven (7) consecutive days, as those days are measured by the ally Meter and stored in the meter's nonvolatile memory.

4. iPERL® Meters that register water flow are warranted to perform to the accuracy levels set forth in the iPERL Data Sheet available at sensus.com for twenty (20) years from the date of Sensus shipment. The iPERL System Component warranty does not include the external housing.

5. SR II maincases are warranted to be free from defects in material and workmanship for twenty-five (25) years from the date of Sensus shipment. accuSTREAM maincases will be free from defects in material and workmanship for fifteen (15) years from the date of Sensus shipment.

6. Sensus OMNI™, OMNI+ Meters and Propeller Meters are warranted to perform to as set forth in OMNI and Propeller data sheets for eighteen (18) months from the date of Sensus shipment.

7. Sensus accuMAG™ and Hydroverse™ Meters are warranted to be free from defects in material and workmanship, under normal use and service, for 18 months from the date of Sensus shipment or 12 months from startup, whichever occurs first.

8. Sensus Registers are warranted to be free from defects in material and workmanship from the date of Sensus shipment for the periods stated below or until the applicable registration for AWWA Repaired Meter Accuracy Standards, as set forth above, are surpassed, whichever occurs first:

5/8" thru 2" SR II, accuSTREAM Standard Registers	25 years
5/8" thru 2" SR II, accuSTREAM Encoder Registers	10 years
All HSPU, IMP Contactor, R.E.R. Elec. ROFI	1 year
Standard and Encoder Registers for Propeller Meters	1 year
OMNI and OMNI+ Registers with Battery	10 years

9. Sensus Electric and Gas Meters are warranted pursuant to the General Limited Warranty available at sensus.com/TC.

10. Batteries, iPERL System Components, AMR and FlexNet® Communication Network AMI Interface Devices are warranted to be free from defects in material and workmanship from the date of Sensus shipment for the period stated below:

Electronic TouchPad	10 years
Act-Pak® Remote Monitoring Instruments	1 year
Gas SmartPoint® Modules and Batteries	20 years ¹
7500 series Hand-Held Device	2 years
Vehicle Gateway Base Station (VGB) and other AMR Equipment	1 year
EasyLink Reader	1 Year
CPTP100	20 Years ²
FlexNet Base Station (including the R100NA and M400 products)	1 year
RM4160	1 Year
iPERL System Battery and iPERL System Components	20 years ³
Sensus® Electronic Register+™	20 years ⁴
Sensus® Smart Gateway Sensor Interface	1 year ⁵
SmartPoint® 510M/520M/515M/512M Modules and Batteries	20 years ³

11. ally® Meter Batteries and Components, including SmartPoint 510M/520M Modules are warranted to be free from defects in material and workmanship from the Date of Installation, as defined in Section 3, for the period stated below:

Batteries	15 years ⁶
Sensors	5 years
Valve & Gear Motor	5 years ⁷
SmartPoint 510M/520M Modules and Batteries in service w/ally	15 years ⁶

¹ Sensus will repair or replace non-performing Gas SmartPoint Modules (configured to the factory setting of six transmissions per day under normal system operation of up to one demand read to each SmartPoint Module per month and up to five firmware downloads during the life of the product) and batteries.

² Sensus will repair or replace non-performing CPTP100 modules (configured at factory setting of four transmissions per day under normal system operations of up to one demand read per month and up to five firmware downloads during the life of the product) and batteries.

³ Sensus will repair or replace non-performing:

- iPERL System Batteries, and/or the iPERL System flowtube, the flow sensing and data processing assemblies, and the register ("iPERL System Components") with hourly reads manufactured after April 2018,
- SmartPoint 510M/520M/515M/512M-PLS/522M Modules manufactured after April 2018 (configured to the factory setting of six transmissions per day under normal system operation of up to one demand read to each SmartPoint Module per month and up to five firmware downloads during the life of the product) and batteries, unless the SmartPoint 510M/520M/522M Module is ever paired with an ally Meter, which immediately amends the warranty terms to those described

in Section 11;

at no cost for the first fifteen (15) years from the date of Sensus shipment, and for the remaining five (5) years at a prorated percentage, applied towards the published list price in effect for the year the product is accepted by Sensus under the warranty conditions according to the following schedule:

Years	Replacement Price	Years	Replacement Price
1 – 15	0%	19	60%
16	30%	20	70%
17	40%	>20	100%
18	50%		

⁴ Sensus will repair or replace non-performing Sensus Electronic Register+ with hourly reads for the first ten (10) years from the date of Sensus shipment, and for the remaining ten (10) years, at a prorated percentage, applied towards the published list prices in effect for the year product is accepted by Sensus under warranty conditions according to the following schedule:

Years	Replacement Price	Years	Replacement Price
1 – 10	0%	16	55%
11	30%	17	60%
12	35%	18	65%
13	40%	19	70%
14	45%	20	75%
15	50%	>20	100%

⁵ Sensus® Smart Gateway Sensor Interface warranty valid only for analog Meter Sample Rates of four times per hour with a Standard Transit Rate of hourly or greater for the analog channel(s).

⁶ If applicable, any SmartPoint 510M/520M Modules ever paired with an ally Meter are warranted with the following limitations:

- When configured to the default installation setting of six transmissions of metrology and pressure per day and one update of temperature per day, the SmartPoint is warranted to perform up to five (5) firmware upgrades for the SmartPoint Module and up to five (5) firmware upgrades for the ally Meter;
- 2500 Operational Commands, where "Operational Commands" include on demand reads (such as consumption, pressure, temperature), an ally valve command, or a configuration command; and
- 15 Diagnostic Commands, which includes two-way communications tests and installations

for the first ten (10) years from Date of Installation at no cost. For the remaining five (5) years, Customer will pay the reduced Replacement Price of the then-current list price in effect at the time the product is accepted for return in accordance with the following schedule:

Years	Replacement Price	Years	Replacement Price
1 – 10	0%	14	65%
11	35%	15	75%
12	45%	>15	100%
13	55%		

⁷ Notwithstanding the foregoing, valve and gear motor components of ally Meters are not warranted beyond two thousand (2000) Valve State Operations, even if the warranty period provided herein has not yet expired. As used herein, "Valve State Operations" means adjustments of the Meter to open, close, or reduce flow.

12. iPERL and ally Connectors and Cables are warranted to be free from defects in materials and workmanship, under normal use and service, for ten (10) years from the date of Sensus shipment. Nicor or Itron connectors included with a Sensus product are warranted according to the terms for Third-Party Devices in Section 13.

13. Third-Party Devices are warranted to be free from defects in materials and workmanship, under normal use and service, for one (1) year from the date of Sensus shipment. As used in this Sensus Limited Warranty, "Third Party Devices" means any product, device, or component part used with a Sensus product that is manufactured or sold by any party that is not Sensus. Failure of a Third Party Device which subsequently causes failure to a Sensus device shall be the responsibility of the manufacturer of the Third Party Device.

14. Software. Software supplied and/or licensed by Sensus is supported according to the terms of the applicable software license or usage agreement. Sensus warrants that any network and monitoring services shall be performed in a professional and workmanlike manner.

15. Return. Sensus' obligation, and Customer's exclusive remedy, under this Sensus Limited Warranty is, at Sensus' option, to either (i) repair or replace the product, provided the Customer (a) returns the product to the location designated by Sensus within the warranty period; and (b) prepays the freight costs both to and from such location; or (ii) deliver replacement components to the Customer, provided the Customer installs, at its cost, such components in or on the product (as instructed by Sensus), provided, that if Sensus requests, the Customer (a) returns the product to the location designated by Sensus within the warranty period; and (b) prepays the freight costs both to and from such location. In all cases, if Customer does not return the product within the time period designated by Sensus, Sensus will invoice, and Customer will pay within thirty days of the invoice date, for the cost of the replacement product and/or components.

The return of products for warranty claims must follow Sensus' Returned Materials Authorization (RMA) procedures. Water meter returns must include documentation of the Customer's test results. Test results must be obtained according to AWWA standards and must specify the meter serial number. The test results will not be valid if the meter is found to contain foreign materials. If Customer chooses not to test a Sensus water meter prior to returning it to Sensus, Sensus will repair or replace the meter, at Sensus' option, after the meter has been tested by Sensus. The Customer will be charged Sensus' then current testing fee. All product must be returned in accordance with the RMA process. For all returns, Sensus reserves the right to request meter reading records by serial number to validate warranty claims.

For products that have become discontinued or obsolete ("Obsolete Product"), Sensus may, at its discretion, replace such Obsolete Product with a different product model ("New Product"), provided that the New Product has substantially similar features as the Obsolete Product. The New Product shall be warranted as set forth in this Sensus Limited Warranty.

THIS SECTION 15 SETS FORTH CUSTOMER'S SOLE REMEDY FOR THE FAILURE OF THE PRODUCTS, SERVICES OR LICENSED SOFTWARE TO CONFORM TO THEIR RESPECTIVE WARRANTIES.

16. Warranty Exceptions and No Implied Warranties. This Sensus Limited Warranty does not include costs for removal or installation of products, or costs for replacement labor or materials, which are the responsibility of the Customer. The warranties in this Sensus Limited Warranty do not apply to and Sensus has no liability for goods that have been: installed improperly or in non-recommended installations; installed to a socket that is not functional, or is not in safe operating condition, or is damaged, or is in need of repair; tampered with; modified or repaired with parts or assemblies not certified in writing by Sensus, including without limitation, communication parts and assemblies; improperly modified or repaired (including as a result of modifications required by Sensus); converted; altered; damaged; read by equipment not approved by Sensus; for water meters, used with substances other than water, used with non-potable water, or used with water that contains dirt, debris, deposits, or other impurities; subjected to misuse, improper storage, improper care, improper maintenance, or improper periodic testing (collectively, "Exceptions"). If Sensus identifies any Exceptions during examination, troubleshooting or performing any type of support on behalf of Customer, then Customer shall pay for and/or reimburse Sensus for all expenses incurred by Sensus in examining, troubleshooting, performing support activities, repairing or replacing any Equipment that satisfies any of the Exceptions defined above. The above warranties do not apply in the event of Force Majeure, as defined in the Terms of Sale.

THE WARRANTIES SET FORTH IN THIS SENSUS LIMITED WARRANTY ARE THE ONLY WARRANTIES GIVEN WITH RESPECT TO THE GOODS, SOFTWARE, SOFTWARE LICENSES AND SERVICES SOLD OR OTHERWISE PROVIDED BY SENSUS. SENSUS EXPRESSLY DISCLAIMS ANY AND ALL OTHER REPRESENTATIONS, WARRANTIES, CONDITIONS, EXPRESSED, IMPLIED, STATUTORY OR OTHERWISE, REGARDING ANY MATTER IN CONNECTION WITH THIS SENSUS LIMITED WARRANTY OR WITH THE TERMS OF SALE, INCLUDING WITHOUT LIMITATION, WARRANTIES AS TO FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, NON-INFRINGEMENT AND TITLE.

SENSUS ASSUMES NO LIABILITY FOR COSTS OR EXPENSES ASSOCIATED WITH LOST REVENUE OR WITH THE REMOVAL OR INSTALLATION OF EQUIPMENT. THE FOREGOING REMEDIES ARE CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES FOR THE FAILURE OF EQUIPMENT, LICENSED SOFTWARE OR SOFTWARE SERVICES, AND OTHER SERVICES TO CONFORM TO THEIR RESPECTIVE WARRANTIES.

17. Limitation of Liability. SENSUS' AGGREGATE LIABILITY IN ANY AND ALL CAUSES OF ACTION ARISING UNDER, OUT OF OR IN RELATION TO THIS AGREEMENT, ITS NEGOTIATION, PERFORMANCE, BREACH OR TERMINATION (COLLECTIVELY "CAUSES OF ACTION") SHALL NOT EXCEED THE TOTAL AMOUNT PAID BY CUSTOMER TO SENSUS UNDER THIS AGREEMENT. THIS IS SO

WHETHER THE CAUSES OF ACTION ARE IN TORT, INCLUDING, WITHOUT LIMITATION, NEGLIGENCE OR STRICT LIABILITY, IN CONTRACT, UNDER STATUTE OR OTHERWISE.

AS A SEPARATE AND INDEPENDENT LIMITATION ON LIABILITY, SENSUS' LIABILITY SHALL BE LIMITED TO DIRECT DAMAGES. SENSUS SHALL NOT BE LIABLE FOR: (I) ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; NOR (II) ANY REVENUE OR PROFITS LOST BY CUSTOMER OR ITS AFFILIATES FROM ANY END USER(S), IRRESPECTIVE OF WHETHER SUCH LOST REVENUE OR PROFITS IS CATEGORIZED AS DIRECT DAMAGES OR OTHERWISE; NOR (III) ANY IN/OUT COSTS; NOR (IV) MANUAL METER READ COSTS AND EXPENSES; NOR (V) DAMAGES ARISING FROM MAINCASE OR BOTTOM PLATE BREAKAGE CAUSED BY FREEZING TEMPERATURES, WATER HAMMER CONDITIONS, OR EXCESSIVE WATER PRESSURE. "IN/OUT COSTS" MEANS ANY COSTS AND EXPENSES INCURRED BY CUSTOMER IN TRANSPORTING GOODS BETWEEN ITS WAREHOUSE AND ITS END USER'S PREMISES AND ANY COSTS AND EXPENSES INCURRED BY CUSTOMER IN INSTALLING, UNINSTALLING AND REMOVING GOODS. "END USER" MEANS ANY END USER OF ELECTRICITY/WATER/GAS THAT PAYS CUSTOMER FOR THE CONSUMPTION OF ELECTRICITY/WATER/GAS, AS APPLICABLE.

The limitations on liability set forth in this Agreement are fundamental inducements to Sensus entering into this Agreement. They apply unconditionally and in all respects. They are to be interpreted broadly so as to give Sensus the maximum protection permitted under law.

CITY OF SUNRISE WARRANTY

The warranties on meters included in Project Materials and Supplies, and on Work, and Services shall be as follows:

1. Project Materials and Supplies.

(a) General. Meters and equipment included in Project Materials and Supplies that Owner purchases from Core & Main LP (“Core & Main”) are warranted by the manufacturer to be free from Manufacturers’ Defects for the period specified in the manufacturer’s warranty. A copy of the present warranty of each manufacturer that will supply meters and equipment as part of the Project Materials and Supplies is attached hereto. The term of such manufacturer’s warranty shall be as set forth in such attached manufacturer’s warranty (as the same may be changed from time to time during the course of the performance of the Contract, but with changes to apply only to purchases of meters or equipment occurring after the change becomes effective), but generally the start date for warranties is the date of the manufacturer’s shipment of such meters or equipment as noted in the applicable Acceptance Certificate (“Manufacturer’s Warranty Period”). PROJECT MATERIALS AND SUPPLIES OTHER THAN METERS AND EQUIPMENT ARE NOT WARRANTED. CORE & MAIN DOES NOT PROVIDE ANY SEPARATE WARRANTY FOR PROJECT MATERIALS AND SUPPLIES.

(b) Core & Main’s Responsibility. Upon any breach of the manufacturer’s warranty on meters or equipment noticed to Core & Main during the applicable Manufacturer’s Warranty Period, Core & Main’s sole responsibility shall be to cooperate with Owner in arranging for the manufacturer to repair or replace any defective meters or equipment.

2. Installation Work and Services.

(a) General. Core & Main warrants that all installation Work and Services provided by Core & Main shall be performed by Core & Main in a workmanlike manner and in compliance with any specifications set forth in this Contract, with such warranty to expire one year from the date when such installation Work was performed or such Services were provided (the “Warranty Period”).

(b) Exclusive Remedy. Upon any breach of Core & Main’s warranty as to installation Work or Services during the applicable Warranty Period, Core & Main’s sole responsibility shall be to perform any corrective installation Work or Services necessary to bring Core & Main’s installation Work and Services into compliance with such requirements.

3. DISCLAIMER OF FURTHER LIABILITIES. EXCEPT FOR THE FOREGOING EXPRESS WARRANTY, CORE & MAIN DISCLAIMS ALL EXPRESS AND IMPLIED WARRANTIES INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT, WHETHER ARISING OUT OF WARRANTY, INDEMNITY, TORT, CONTRACT OR OTHERWISE, SHALL CORE & MAIN BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES OF ANY KIND. IN NO EVENT WILL THE LIABILITY OF CORE & MAIN UNDER THIS CONTRACT EXCEED THE AMOUNTS PAID OR AWARDED BY CITY COMMISSION, WHICHEVER IS GREATER, TO CORE & MAIN BY OWNER HEREUNDER. DISCLAIMER OF FURTHER LIABILITIES UNDER THIS SECTION DO NOT APPLY TO SECTIONS 6 INSURANCE REQUIREMENTS AND 12 INDEMNIFICATION OF THE CONTRACT.

Exhibit F

Affidavit of Compliance with Foreign Entity Laws

The undersigned, on behalf of the entity listed below ("Entity"), hereby attests under penalty of perjury as follows:

1. Entity is not owned by the government of a foreign country of concern as defined in Section 287.138, Florida Statutes. (Source: § 287.138(2)(a), Florida Statutes)
2. The government of a foreign country of concern does not have a controlling interest in Entity. (Source: § 287.138(2)(b), Florida Statutes)
3. Entity is not organized under the laws of, and does not have a principal place of business in, a foreign country of concern. (Source: § 287.138(2)(c), Florida Statutes)
4. Entity is not owned or controlled by the government of a foreign country of concern, as defined in Section 692.201, Florida Statutes. (Source: § 288.007(2), Florida Statutes)
5. Entity is not a partnership, association, corporation, organization, or other combination of persons organized under the laws of or having its principal place of business in a foreign country of concern, as defined in Section 692.201, Florida Statutes, or a subsidiary of such entity. (Source: § 288.007(2), Florida Statutes)
6. Entity is not a foreign principal, as defined in Section 692.201, Florida Statutes. (Source: § 692.202(5)(a)(1), Florida Statutes)
7. Entity is in compliance with all applicable requirements of Sections 692.202, 692.203, and 692.204, Florida Statutes.
8. *(Only applicable if purchasing real property)* Entity is not a foreign principal prohibited from purchasing the subject real property. Entity is either (a) not a person or entity described in Section 692.204(1)(a), Florida Statutes, or (b) authorized under Section 692.204(2), Florida Statutes, to purchase the subject property. Entity is in compliance with the requirements of Section 692.204, Florida Statutes. (Source: §§ 692.203(6)(a), 692.204(6)(a), Florida Statutes)
9. The undersigned is authorized to execute this affidavit on behalf of Entity.

Date: _____, 20__

Signed:  _____

Entity: _____

Name: Shawn Kietzman

Title: Senior Sales Manager

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me, by means of physical presence or online notarization, this ____ day of _____, 20__, by _____, as _____ for _____, who is personally known to me or who has produced _____ as identification.

Notary Public Signature: _____

State of Florida at Large (Seal)

Print Name: _____

My commission expires: _____