

SERVICES AND GOODS AGREEMENT

This **SERVICES AND GOODS AGREEMENT** (the “Agreement”) is made and entered by and between **NEW BRAUNFELS UTILITIES**, a Texas municipal owned utility (“NBU”), and **STEVE NOFFSINGER, an individual DBA PRECISION CALIBRATE METER SERVICES** (the “Vendor”).

For good and valuable consideration, the receipt and sufficiency of which is acknowledged by the parties, and intending to be legally bound hereby, the parties agree as follows.

1. **Term of Agreement.** This Agreement will be effective on the latest date subscribed below, and will remain in full force and effect for a period of one (1) year from December 15, 2020, to December 14, 2021 (the “Initial Term”), unless terminated as otherwise provided pursuant to the terms and conditions of this Agreement. After the expiration of the Initial Term, this Agreement shall automatically renew for one (1) successive one-year term (each, a “Renewal Term”), unless either party provides written notice of its intent to terminate the Agreement to the other party at least thirty (30) days prior to the expiration of any term. The Initial Term and any Renewal Term(s) are collectively referred to herein as the “Term.” Upon renewal, the terms and conditions of this Agreement will remain in full force and effect. In no event will the contract Terms extend beyond December 14, 2022.
2. **Scope of Services, Purchases.**
 - 2.1. **Scope of Services.** Vendor shall perform the Services described in Exhibit A (the “Services”) within the timeframe specified therein.
 - 2.2. **Purchase of Goods.** Unless otherwise directed in writing by NBU, Vendor shall purchase, as needed, goods related to the Services described in Exhibit A, which shall be reimbursed in accordance with Section 3.
3. **Payment.**
 - 3.1. **Amount.** NBU shall pay Vendor in accordance with the terms and conditions herein the amount set forth in Exhibit B for the Services. Exhibit B shall contain the Total Compensation for the Vendor, which is the maximum dollar amount that Vendor can be paid under this Agreement for Services and goods.
 - 3.2. **Billing Period.** NBU shall pay Vendor within thirty (30) days after receipt and approval of invoices to the extent the Services have been satisfactorily performed under the terms of this Agreement. NBU shall pay Vendor for any goods purchased in accordance with the terms stated therein. All invoices provided by Vendor to NBU shall include documentation and itemization that is satisfactory to NBU of all work completed to date. In the event NBU fails to timely pay any uncontested portion of any invoice within thirty (30) days of receipt and approval of Vendor’s invoice, Vendor shall have the right to suspend work.
 - 3.3. **Reimbursable Expenses and Goods.** In order for a Vendor expense, including the purchase of a good related to the Services hereunder, to be reimbursable under this Agreement, each

such expense must first have been described in detail and/or contemplated in Exhibit A and shall be specifically described in detail in an invoice provided by Vendor to NBU after such expense has been incurred. All reimbursable expenses, including goods purchased in connection with performing the Services under this Agreement, shall be included in the calculation of the elements of the Total Compensation listed in Exhibit B. An expense not complying with these requirements shall not be reimbursable by NBU in NBU's sole discretion.

4. Obligations and Representations of Vendor.

- 4.1. Performance and Compliance with Laws. Vendor shall perform the Services in compliance with all federal, state and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts, administrative, or regulatory bodies in any matter affecting the performance of this Agreement, including, without limitation, worker's compensation laws, minimum and maximum salary and wage statutes and regulations, and licensing laws and regulations. When requested in writing by NBU, Vendor shall promptly furnish satisfactory proof of compliance to NBU.
- 4.2. Warranties.
 - a. Performance Warranty. Vendor warrants that the Services provided under this Agreement shall be of the highest quality and standards in accordance with such industry in this country. This warranty shall be in addition to and not in lieu of all other warranties or guaranties offered or provided by Vendor for the Services and goods.
 - b. Warranties for Goods. All manufacturer warranties and guaranties of goods provided pursuant to this Agreement shall inure to the benefit of NBU. Vendor shall warrant all work free of defects in materials and workmanship for a period of one (1) year from the date of final acceptance of all work. Vendor shall, within 30 calendar days after receipt of written notice, repair defects in materials and workmanship that may develop during said one (1) year period, and any damage to other work caused by such defects or the repairing of same, at Vendor's expense, in a manner acceptable to NBU. Vendor shall provide NBU the full original equipment manufacturer ("OEM") warranties and guaranties provided by the OEM for all Services and goods under this Agreement free of all liens, claims, and encumbrances. For example, if an OEM offers full replacement of a warranted product at no charge to the Vendor, then Vendor shall replace such item and shall not charge NBU for such replacement.
- 4.3. Personnel. Vendor shall provide adequate, experienced personnel, capable of and devoted to the successful completion of the Services to be performed under this Agreement. Vendor agrees that, upon commencement of the Services to be performed under this Agreement, key personnel will not be removed or replaced without prior written notice to NBU. If key personnel are not available to perform the Services for a continuous period exceeding thirty (30) calendar days, or are expected to devote substantially less effort to the Services than initially anticipated, Vendor shall immediately notify NBU of same and shall replace such personnel with personnel possessing substantially equal ability and qualifications.

- 4.4. Licenses; Materials. Vendor shall maintain in current status all federal, state, and local licenses and permits required for Vendor to perform the Services and operate its business. NBU has no obligation to provide Vendor, its employees or subcontractors any business registrations or licenses required to perform the Services described in this Agreement. NBU has no obligation to provide tools, equipment, or materials to Vendor.
- 4.5. Indemnity. **TO THE FULLEST EXTENT PERMITTED BY LAW, VENDOR SHALL INDEMNIFY AND HOLD HARMLESS NBU AND EACH BOARD MEMBER, OFFICER, EMPLOYEE OR AGENT THEREOF (NBU AND ANY SUCH PERSON BEING HEREIN CALLED AN “INDEMNIFIED PARTY”), FOR, FROM AND AGAINST ANY AND ALL LOSSES, CLAIMS, DAMAGES, LIABILITIES, COSTS AND EXPENSES (INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEYS’ FEES AND COURT COSTS) TO WHICH ANY SUCH INDEMNIFIED PARTY MAY BECOME SUBJECT, UNDER ANY THEORY OF LIABILITY WHATSOEVER (“CLAIMS”), INsofar AS SUCH CLAIMS (OR ACTIONS IN RESPECT THEREOF) RELATE TO, ARISE OUT OF, OR ARE CAUSED BY THE GOODS OR SERVICES PROVIDED BY VENDOR, ITS OFFICERS, EMPLOYEES, AGENTS, OR ANY TIER OF SUBCONTRACTOR IN THE PERFORMANCE OF THIS AGREEMENT. THE AMOUNT AND TYPE OF INSURANCE COVERAGE REQUIREMENTS FOR VENDOR SET FORTH HEREIN SHALL IN NO WAY BE CONSTRUED AS LIMITING THE SCOPE OF THE INDEMNITY IN THIS SECTION.**
- 4.6. Insurance. Vendor shall continuously during the Term comply with the following requirements regarding insurance:
- a. Insurer Qualifications. Without limiting any obligations or liabilities of Vendor, Vendor shall purchase and maintain, at its own expense, hereinafter stipulated minimum insurance with insurance companies authorized to do business in the State of Texas with an A.M. Best, Inc. rating of A- or above with policies and forms satisfactory to NBU. Failure to maintain insurance as specified herein may result in termination of this Agreement at NBU’s option.
 - b. No Representation of Coverage Adequacy. By requiring insurance, NBU does not represent that coverage and limits will be adequate to protect Vendor. NBU reserves the right to review any and all of the insurance policies and/or endorsements cited in this Agreement, but has no obligation to do so. Failure to demand such evidence of full compliance with the insurance requirements set forth in this Agreement or failure to identify any insurance deficiency will not relieve Vendor from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.
 - c. Additional Insured. All insurance coverage and self-insured retention or deductible portions, except Workers’ Compensation insurance and Professional Liability insurance, if applicable, shall name, to the fullest extent permitted by law for claims arising out of the performance of this Agreement, NBU, its agents, representatives, officers, directors, officials and employees as an Additional Insured as specified under the respective coverage sections of this Agreement.

- d. Coverage Term. All insurance required herein shall be maintained in full force and effect until all the Services required to be performed under the terms of this Agreement are satisfactorily performed, completed and formally accepted by NBU, unless specified otherwise in this Agreement.
- e. Primary Insurance. Vendor's insurance shall be primary insurance with respect to performance of this Agreement and in the protection of NBU as an Additional Insured.
- f. Claims Made. In the event any insurance policies required by this Agreement are written on a "claims made" basis, coverage will extend, either by keeping coverage in force or purchasing an extended reporting option, for three years after the conclusion of the term of this Agreement. Such continuing coverage will be evidenced by submission of annual certificates of insurance stating applicable coverage is in force and containing provisions as required herein for the three-year period.
- g. Waiver. All policies (except for Professional Liability, if applicable), including Workers' Compensation insurance, will contain a waiver of rights of recovery (subrogation) against NBU, its agents, representatives, officials, officers and employees for any claims arising out of the Services performed by Vendor. Vendor shall arrange to have such subrogation waivers incorporated into each policy via formal written endorsement thereto.
- h. Policy Deductibles and/or Self-Insured Retentions. The policies set forth in these requirements may provide coverage that contains deductibles or self-insured retention amounts. Such deductibles or self-insured retention shall not be applicable with respect to the policy limits provided to NBU. Vendor shall be solely responsible for any such deductible or self-insured retention amount.
- i. Use of Subcontractors. Vendor shall not use subcontractors for all or any work under this Agreement without the prior written consent of NBU in its sole discretion. If any work under this Agreement is subcontracted in any way, Vendor shall execute written agreements with its subcontractors containing the indemnification provisions set forth in this Agreement and insurance requirements set forth herein protecting NBU and Vendor. Vendor shall be responsible for executing any agreements with its subcontractors and obtaining certificates of insurance verifying the insurance requirements.
- j. Evidence of Insurance. Prior to commencing any the Services under this Agreement, Vendor shall provide NBU with suitable evidence of insurance in the form of certificates of insurance and a copy of the declaration page(s) of the insurance policies as required by this Agreement, issued by Vendor's insurance provider(s) as evidence that policies are in place with acceptable insurers as specified herein and provide the required coverage, conditions and limits of coverage specified in this Agreement and that such coverage and provisions are in full force and effect. Evidence of such insurance shall be attached as Exhibit C. Confidential information such as the policy premium may be redacted from the declaration page(s) of each insurance policy, provided that such redactions do not alter any of the information required by this

Agreement. NBU will rely upon the certificates of insurance and declaration page(s) of the insurance policies as evidence of coverage but such acceptance and reliance will not waive or alter in any way the insurance requirements or obligations of this Agreement. If any of the policies required by this Agreement expire during the life of this Agreement, it will be Vendor's responsibility to forward renewal certificates and declaration page(s) to NBU thirty (30) days prior to the expiration date. All certificates of insurance and declarations required by this Agreement will be identified by referencing the RFB number and title of this Agreement. Additionally, certificates of insurance and declaration page(s) of the insurance policies submitted without referencing the appropriate RFB number and title or a reference to this Agreement, as applicable, will be subject to rejection and may be returned or discarded.

- k. Required Insurance Coverage. Any of the coverage set forth below may be waived by NBU in its sole discretion, but any such waiver must be signed by an authorized representative of NBU on or before the Effective Date of this Agreement.
 - i. Commercial General Liability. Vendor shall maintain "occurrence" form Commercial General Liability insurance with an unimpaired limit of not less than \$1,000,000 for each occurrence and a \$2,000,000 General Aggregate Limit. The policy shall cover liability arising from premises, operations, independent contractors, products, completed operations, personal injury, and property damage. To the fullest extent allowed by law, for claims arising out of the performance of this Agreement, NBU, its agents, representatives, officers, officials and employees shall be cited as an Additional Insured. If any Excess insurance is utilized to fulfill the requirements of this subsection, such Excess insurance shall be "follow form" equal or broader in coverage scope than underlying insurance.
 - ii. Vehicle Liability. Vendor shall maintain Business Automobile Liability insurance with a limit of \$1,000,000 each occurrence on Vendor's owned, hired and non-owned vehicles assigned to or used in the performance of the Services by Vendor under this Agreement. To the fullest extent allowed by law, for claims arising out of the performance of this Agreement, NBU, its agents, representatives, officers, directors, officials and employees shall be cited as an Additional Insured. If any Excess insurance is utilized to fulfill the requirements of this subsection, such Excess insurance shall be "follow form" equal or broader in coverage scope than underlying insurance.
 - iii. Workers' Compensation and Employer's Liability Insurance. Vendor shall maintain Workers' Compensation insurance to cover Vendor's employees engaged in the performance of the Services under this Agreement and shall also maintain Employers Liability Insurance of not less than \$1,000,000 for each accident, \$1,000,000 disease for each employee and \$1,000,000 disease policy limit.

- l. Cancellation and Expiration Notice. Insurance required herein shall not expire, be canceled, or be materially changed without thirty (30) days' prior written notice to NBU.

4.7. Additional Representations.

- a. Prohibited Gifts, Bonus, Commission, Money, and Other Consideration. Vendor represents and warrants that Vendor has not given, made, promised or paid, nor offered to give, make, promise or pay any gift, bonus, commission, money or other consideration to any person as an inducement to or in order to obtain the work to be provided to NBU under this Agreement. Violation of this Section shall subject this Agreement to termination under the Termination provisions of this Agreement. Vendor further agrees that Vendor shall not accept any gift, bonus, commission, money, or other consideration from any person (other than from NBU pursuant to this Agreement) for any of the Services performed by Vendor under or related to this Agreement. If any such gift, bonus, commission, money, or other consideration is received by or offered to Vendor, Vendor shall immediately report that fact to NBU and, NBU, in its sole discretion, may terminate this Agreement.
- b. Prohibition on Contracts with Companies Boycotting Israel. Vendor hereby verifies that it and its parent company, wholly- or majority owned subsidiaries, and other affiliates, if any, does not boycott Israel and, to the extent this Agreement is a contract for goods or services, will not boycott Israel during the term of this Agreement as described in Chapter 2271 of the Texas Government Code, as amended. The foregoing verification is made solely to comply with Chapter 2271.002 of the Texas Government Code, as amended, and to the extent such Section does not contravene applicable federal and State law. As used in the foregoing verification, "boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. Vendor understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with Vendor and exists to make a profit.
- c. Contracts with Companies Engaged in Business with Iran, Sudan, or Foreign Terrorist Organizations Prohibited. Vendor represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code, as amended, and posted on any of the following pages of such officer's internet website:

<https://comptroller.texas.gov/purchasing/docs/sudan-list.pdf>,
<https://comptroller.texas.gov/purchasing/docs/iran-list.pdf>, or
<https://comptroller.texas.gov/purchasing/docs/fto-list.pdf>.

The foregoing representation is made solely to comply with Section 2252.152, Texas Government Code, as amended, and to the extent such Section does not contravene

applicable federal or State law and excludes Vendor and each of its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization. Vendor understands “affiliate” to mean an entity that controls, is controlled by, or is under common control with Vendor and exists to make a profit.

- d. Disclosure of Business Relationships/Affiliations; Conflict of Interest Questionnaire. Vendor represents that it is in compliance with the applicable filing and disclosure requirements of Chapter 176 of the Texas Local Government Code, as amended.

5. Obligations and Representations of NBU.

5.1. Authority to Enter into Agreement. To the fullest extent authorized by law, NBU warrants that it has authority to execute and enter into this legally binding Agreement.

5.2. Binding Obligation. This Agreement constitutes a legal, valid, and binding obligation of NBU enforceable against it in accordance with the terms herein.

6. Termination.

- 6.1. For NBU’s Convenience. This Agreement is for the convenience of NBU and, as such, may be terminated by NBU for any reason upon thirty (30) days’ written notice by NBU to Vendor. Upon termination for convenience, Vendor will be paid for the Services performed to the termination date less any offsets to which NBU may be entitled under the terms of this Agreement. By written notice to NBU, Vendor may suspend work if Vendor reasonably determines that working conditions at the site (outside Vendor’s control) are unsafe, or in violation of applicable laws, or in the event NBU has not made timely payment in accordance with this Agreement, or for other circumstances not caused by Vendor that are materially interfering with the normal progress of the work. Vendor’s suspension of work hereunder shall be without prejudice to any other remedy of Vendor at law or equity.
- 6.2. For Cause. If either party violates any provision or fails to perform any obligation of this Agreement and such party fails to cure its nonperformance within thirty (30) days after written notice of nonperformance is given by the non-defaulting party, such party will be in default. In the event of such default, the non-defaulting party may terminate this Agreement immediately for cause and will have all remedies that are available to it at law or in equity including, without limitation, the remedy of specific performance. If the nature of the defaulting party’s nonperformance is such that it cannot reasonably be cured within thirty (30) days, then the defaulting party will have such additional period of time as may be reasonably necessary under the circumstances, provided the defaulting party immediately (i) provides written notice to the non-defaulting party and (ii) commences to cure its nonperformance and thereafter diligently continues to completion the cure of its nonperformance. In no event will any such cure period exceed ninety (90) days. Only one notice of nonperformance will be required during the term of this Agreement and in the event of a second breach or violation, the non-defaulting party may immediately terminate this Agreement without notice to the defaulting party. In the event of any termination for

cause by NBU, payment will be made by NBU to Vendor for the undisputed portion of its fee due as of the termination date less any offsets to which NBU may be entitled under the terms of this Agreement.

- 6.3. Non-Collusion. If NBU determines that Vendor gave, made, promised, paid or offered any gift, bonus, commission, money, or other consideration to NBU or any of its officers, agents, or employees to secure this Agreement, or if Vendor otherwise violated its obligations under Section 4.7(a), NBU may, in its sole discretion, terminate this Agreement.
- 6.4. Agreement Subject to Appropriation. This Agreement is subject to appropriation of funds. The provisions of this Agreement for payment of funds by NBU shall be effective when funds are appropriated for purposes of this Agreement and are actually available for payment. NBU shall be the sole judge and authority in determining the availability of funds under this Agreement and NBU shall keep Vendor fully informed as to the availability of funds for the Agreement. The obligation of NBU to make any payment pursuant to this Agreement is a current expense of NBU, payable exclusively from such annual appropriations, and is not a general obligation or indebtedness of NBU. If sufficient funds are not appropriated to pay the amounts as set forth in this Agreement during any immediately succeeding fiscal year, this Agreement shall terminate at the end of the then-current fiscal year and NBU and Vendor shall be relieved of any subsequent obligation under this Agreement.

7. Confidentiality; Texas Public Information Act.

- 7.1. Confidentiality of Records. Vendor shall establish and maintain procedures and controls that are acceptable to NBU for the purpose of ensuring that information contained in its records or obtained from NBU or from others in carrying out Vendor's obligations under this Agreement shall not be used or disclosed by it, its agents, officers, or employees, except as required to perform Vendor's duties under this Agreement. Persons requesting such information should be immediately referred to NBU. Vendor also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of Vendor as needed for the performance of duties under this Agreement.
- 7.2. Confidential Information. To the extent that confidential and proprietary information of each party ("Confidential Information") is exchanged and received in connection with the Services or goods, each party agrees not to use the other party's Confidential Information except in the performance of, or as authorized by, this Agreement, and not to disclose, sell, license, distribute or otherwise make available such information to third parties. Use by third party contractors may be permitted so long as such contractor has a need to know and is required to maintain the confidentiality of such information as required by this Section. "Confidential Information" includes (but is not limited to) Vendor Confidential Information (as defined below), and does not include: (i) information that was publicly available at the time of disclosure or that subsequently becomes publicly available other than by a breach of this provision, (ii) information previously known by or developed by the receiving party independent of the Confidential Information or (iii) information that the receiving party rightfully obtains without restrictions on use and disclosure.

- 7.3. Vendor Confidential Information. “Vendor Confidential Information” means any pre-existing proprietary or Confidential Information of Vendor created by Vendor and used to perform the Services, or included in any goods provided, including but not limited to software, appliances, methodologies, code, templates, tools, records, data or other intellectual property shall remain the exclusive property of Vendor.
- 7.4. Conflict with Applicable Statute or Law. Nothing in this Section is intended to reduce or conflict with any duty, obligation or provision contained in the Texas Public Information Act, the Texas Open Meetings Act, or any other applicable statute or rule.
- 7.5. Texas Public Information Act. Vendor recognizes that NBU is subject to the disclosure requirements of the Texas Public Information Act (the “PIA”). As part of its obligations within this Agreement, Vendor agrees, at no additional cost to NBU, to cooperate with NBU for any particular needs or obligations arising out of the NBU’s obligations under the PIA. This acknowledgement and obligation are in addition to and complimentary to the NBU’s audit rights in Section 9.13.

This provision applies if the Agreement has a stated expenditure of at least \$1 million in public funds for the purchase of goods or services by NBU or results in the expenditure of at least \$1 million in public funds for the purchase of goods or services by NBU in a fiscal year of NBU.

Vendor must (1) preserve all contracting information related to the Agreement as provided by the records retention requirements applicable to NBU for the duration of the Agreement; (2) promptly provide to NBU any contracting information related to the Agreement that is in the custody or possession of Vendor on request of NBU; and (3) on completion of the Agreement, either:

- (i) provide at no cost to NBU all contracting information related to the Agreement that is in the custody or possession of Vendor; or
- (ii) preserve the contracting information related to the Agreement as provided by the records retention requirements applicable to NBU.

The requirements of Subchapter J, Chapter 552, Texas Government Code, may apply to this Agreement and Vendor agrees that the Agreement can be terminated if the Vendor knowingly or intentionally fails to comply with a requirement of that subchapter.

8. Information Technology and Intellectual Property Infringement.

- 8.1. Limited Access. If necessary for the fulfillment of the Agreement, NBU may provide Vendor with non-exclusive, limited access to NBU’s information technology infrastructure. Vendor understands and agrees to abide by NBU policies, standards, regulations and restrictions regarding access and usage of NBU’s information technology infrastructure. Vendor shall reasonably enforce such policies, standards, regulations and restrictions with all Vendor’s employees, agents or any tier of subcontractor granted access in the performance of this Agreement, and shall be granted and authorize only such access

as may be necessary for the purpose of fulfilling the requirements of the Agreement. Vendor's employees, agents and subcontractors must receive prior, written approval from NBU before being granted access to NBU's information technology infrastructure and data and NBU, in its sole determination, shall determine accessibility and limitations thereto. Vendor agrees that the requirements of this Section shall be incorporated into all subcontractor agreements entered into by Vendor. It is further agreed that a violation of this Section shall be deemed to cause irreparable harm that justifies injunctive relief in court. A violation of this Section may result in immediate termination of this Agreement without notice.

- 8.2. Data Confidentiality. All data, regardless of form, including originals, images and reproductions, prepared by, obtained by or transmitted to Vendor in connection with this Agreement is confidential, proprietary information owned by NBU. Except as specifically provided in this Agreement, Vendor shall not intentionally disclose data generated in the performance of the Services to any third party without the prior, written consent of NBU.
- 8.3. Data Security. Personal identifying information, financial account information, or restricted NBU information, whether electronic format or hard copy, is confidential and must be secured and protected at all times to avoid unauthorized access. At a minimum, Vendor must encrypt or password-protect electronic files. This includes data saved to laptop computers, computerized devices or removable storage devices.
- 8.4. Compromised Security. In the event that data collected or obtained by Vendor in connection with this Agreement is believed to have been compromised, Vendor shall notify NBU immediately. **VENDOR SHALL INDEMNIFY AND HOLD NBU HARMLESS FROM ANY CLAIMS RESULTING FROM VENDOR'S FAILURE TO COMPLY WITH ITS OBLIGATIONS UNDER THIS SECTION.**
- 8.5. Intellectual Property Infringement. **VENDOR SHALL DEFEND AND INDEMNIFY NBU AGAINST ANY COSTS, LIABILITIES OR DAMAGES (INCLUDING ATTORNEY'S FEES) ARISING FROM A CLAIM THAT NBU'S AUTHORIZED USE OF ANY SERVICE OR GOODS PURCHASED PURSUANT TO THIS AGREEMENT INFRINGES ANY PATENT, COPYRIGHT, TRADEMARK OR TRADE SECRET.** NBU agrees to notify Vendor in writing of any such claim or suit that NBU receives. Notwithstanding NBU's agreement to notify Vendor of such claim or suit, NBU's failure to so notify Vendor shall not diminish Vendor's indemnity obligations hereunder. Vendor shall have control of any such suit and NBU shall cooperate with Vendor in connection with its defense at the expense of Vendor. If NBU is enjoined from using any portion of any Service or goods purchased pursuant to this Agreement, or if Vendor believes that such Service or good is likely to become the subject of an infringement claim, Vendor shall (i) obtain the right for NBU to continue to use such Service or good or (ii) replace or modify the Service or good so as to make it non-infringing and equal to the functionality of such Service or good described in this Agreement.

9. Miscellaneous.

- 9.1. Independent Contractor. Vendor acknowledges that Vendor is an independent contractor of NBU and is not an employee, agent, official or representative of NBU. Vendor shall not represent, either expressly or through implication, that Vendor is an employee, agent, official or representative of NBU. Income taxes, self-employment taxes, social security taxes and the like shall be the sole responsibility of Vendor.
- 9.2. Governing Law; Venue. This Agreement and all of the transactions contemplated herein shall be governed by and construed in accordance with the laws of the State of Texas. The provisions and obligations of this Agreement are performable in Comal County, Texas such that exclusive venue for any action arising out of this Agreement shall be in Comal County, Texas.
- 9.3. Amendments. This Agreement may only be amended, modified, or supplemented by a written amendment signed by persons duly authorized to enter into contracts on behalf of NBU and Vendor.
- 9.4. Provisions Required by Law. Each and every provision of law and any clause required by law to be in the Agreement shall be read and enforced as though it were included herein and, if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, the Agreement shall promptly be physically amended to make such insertion or correction.
- 9.5. Severability. If any term or provision of this Agreement is held to be invalid, illegal, or unenforceable in any respect under applicable law, the legality, validity or enforceability of the remaining terms or provisions of this Agreement shall not be affected thereby, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
- 9.6. No Assignment. Neither party shall have the right to assign that party's interest in this Agreement without the prior written consent of the other party. Any purported assignment in violation of this Section shall be null and void.
- 9.7. Subcontractors. Vendor shall not transfer any portion of the work related to the Services under this Agreement to any subcontractor without the prior written consent of NBU, which consent shall not be unreasonably withheld. The approval or acquiescence of NBU in the subletting of any work shall not relieve Vendor of any responsibility for work done by such subcontractor. Failure to pay subcontractors in a timely manner pursuant to any subcontract shall be a material breach of this Agreement by Vendor.
- 9.8. Waiver. No waiver by any party of any of the provisions of this Agreement shall be effective unless explicitly set forth in writing and signed by the party so waiving. No waiver of any breach or violation of any term of this Agreement shall be deemed or construed to constitute a waiver of any other breach or violation, whether concurrent or subsequent, and whether of the same or of a different type of breach or violation. No failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial

exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

- 9.9. Attorneys' Fees. In the event either party brings any action for any relief, declaratory or otherwise, arising out of this Agreement or on account of any breach or default hereof, the prevailing party will be entitled to receive from the other party reasonable attorneys' fees and reasonable costs and expenses, which will be deemed to have accrued on the commencement of such action.
- 9.10. Liens. All goods or services provided under this Agreement shall be free of all liens and, if NBU requests, a formal release of all liens shall be delivered to NBU.
- 9.11. Offset for Damages, Delinquent Fees or Taxes. In addition to all other remedies at law or equity, NBU may offset from any money due to Vendor any amount Vendor owes to NBU for damages resulting from breach or deficiencies in performance or breach of any obligation under this Agreement, including but not limited to all costs, expenses, fines, fees, and charges associated with obtaining performance from alternative sources, shipping, handling, goods, equipment rental, travel expenses and associated costs. NBU may offset from any money due to Vendor any amount Vendor owes to NBU for delinquent fees and transaction privilege taxes, including any interest or penalties.
- 9.12. Notice. Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if (i) delivered to the party at the address set forth below, (ii) deposited in the U.S. Mail, registered or certified, return receipt requested, to the address set forth below, or (iii) given to a recognized and reputable overnight delivery service, to the address set forth below:

To NBU:

New Braunfels Utilities
Attn: Director of Water Services
263 Main Plaza
New Braunfels, TX 78130

With a copy to:

Purchasing Manager
New Braunfels Utilities
355 FM 306
New Braunfels, TX 78130

To Vendor:

Precision Calibrate Meter Services
4244 Bee Creek Road
Spicewood, TX 78669

or at such other address, and to the attention of such other person or officer, as any party may designate by providing thirty (30) days' prior written notice of such change to the other party in the manner set forth in this Section. Notices shall be deemed received (i) when delivered to the party, (ii) three business days after being placed in the U.S. Mail, properly addressed, with sufficient postage or (iii) the following business day after being given to a recognized overnight delivery service, with the person giving the notice paying all required charges and instructing the delivery service to deliver on the following business day. If a copy of a notice is also given to a party's counsel or other recipient, the provisions above governing the date on which a notice is deemed to have been received by a party shall mean and refer to the date on which the party, and not its counsel or other recipient to which a copy of the notice may be sent, is deemed to have received the notice.

- 9.13. Right to Audit. NBU shall have the right to examine and audit the books and records of Vendor with regard to the Services and/or goods obtained pursuant to this Agreement, or any subsequent changes, at any reasonable time. Such books and records shall be maintained in accordance with generally accepted principles of accounting and shall be adequate to enable determination of: (1) the substantiation and accuracy of any payments required to be made under this Agreement; and (2) compliance with the provisions of this Agreement.
- 9.14. Paragraph Headings; Construction. The paragraph headings contained in this Agreement are for convenience only and shall in no way enlarge or limit the scope or meaning of the various and several paragraphs hereof. Both parties have participated in the negotiation and preparation of this Agreement and this Agreement shall not be construed either more or less strongly against or for either party.
- 9.15. Binding Effect. Except as limited herein, the terms and provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, devisees, personal and legal representatives, successors and assigns.
- 9.16. Gender. Within this Agreement, words of any gender shall be held and construed to include any other gender, and words in the singular number shall be held and construed to include the plural, unless the context otherwise requires.
- 9.17. Multiple Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of which shall constitute but one and the same instrument.
- 9.18. Exhibits. All Exhibits to this Agreement are incorporated herein by reference for all purposes wherever reference is made to the same.
- 9.19. Conflicting Terms. In the case of any conflicts between the terms of this Agreement and an Exhibit to this Agreement, the statements in the body of this Agreement shall govern.
- 9.20. Relationship of Parties. Nothing contained in this Agreement shall be deemed or construed by the parties hereto or by any third party to create the relationship of principal and agent or of partnership or of joint venture or of any association whatsoever between the parties,

it being expressly understood and agreed that no provision contained in this Agreement nor any act or acts of the parties hereto shall be deemed to create any relationship between the parties other than the relationship of independent parties contracting with each other solely for the purpose of effecting the provisions of this Agreement.

- 9.21. No Third-Party Beneficiaries. This Agreement is for the sole benefit of the parties hereto and their respective assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.
- 9.22. Non-Exclusive Contract. This Agreement is entered into with the understanding and agreement that it is for the sole convenience of NBU. NBU reserves the right to obtain like goods and services from another source when necessary.
- 9.23. Force Majeure. If the performance of any covenant or obligation to be performed hereunder by any party is delayed as a result of circumstances that are beyond the reasonable control of such party (which circumstances may include, without limitation, pending litigation, acts of God, war, acts of civil disobedience, pandemics, epidemics, fire or other casualty, shortage of materials, adverse weather conditions (such as, by way of illustration and not of limitation, severe rain storms or below freezing temperatures, or tornados), labor action, strikes or similar acts, moratoriums or regulations or actions by governmental authorities), the time for such performance shall be extended by the amount of time of such delay, but no longer than the amount of time reasonably occasioned by the delay. The party claiming delay of performance as a result of any of the foregoing force majeure events shall deliver written notice of the commencement of any such delay resulting from such force majeure event not later than seven (7) days after the claiming party becomes aware of the same, and if the claiming party fails to so notify the other party of the occurrence of a force majeure event causing such delay and the other party shall not otherwise be aware of such force majeure event, the claiming party shall not be entitled to avail itself of the provisions for the extension of performance contained in this subsection.
- 9.24. Dispute Resolution. In accordance with the provisions of Subchapter I, Chapter 271 of the Texas Local Government Code, as amended, the parties agree that, prior to instituting any lawsuit or other proceeding arising from a dispute under this Agreement, the parties shall first attempt to resolve the dispute by taking the steps described in this Section. First, the dissatisfied party shall deliver to the other party a written notice substantially describing the nature of the dispute, which notice shall request a written response to be delivered to the dissatisfied party not less than five (5) business days after receipt of the notice of dispute. Second, if the response does not reasonably resolve the dispute, in the opinion of the dissatisfied party, the dissatisfied party shall give written notice within five (5) business days to that effect to the other party whereupon each party shall appoint a person having authority over the activities of the respective parties who shall promptly meet, in person, in an effort to resolve the dispute. Third, if those persons cannot or do not resolve the dispute, then the parties shall each appoint a person from the highest tier of managerial responsibility within each respective party, who shall then promptly meet, in person, in an effort to resolve the dispute.

- 9.25. Survival. The sections of this Agreement that by their terms are intended to survive the termination of this Agreement shall so survive.
- 9.26. Entire Agreement; Interpretation; Parol Evidence. This Agreement and the related Exhibits constitute the entire agreement of the parties with respect to the subject matter, and all previous agreements, whether oral or written, entered into prior to this Agreement are hereby revoked and superseded. No representations, inducements or oral agreements have been made by any of the parties except as expressly set forth in this Agreement. This Agreement shall be construed and interpreted according to its plain meaning, and no presumption shall be deemed to apply in favor of, or against the party drafting the Agreement.
- 9.27. Electronic Signatures. Pursuant to Chapter 322 of the Texas Business and Commerce Code, as amended, the parties agree to the use of electronic signatures herein and that the use of an electronic signature, whether digital or encrypted, is intended to have the same force and effect as a manual signature. Electronic signature means any electronic sound, symbol or process attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record, including facsimile or e-mail electronic signatures. Each party further agrees that if it agrees to conduct a transaction by electronic means in this Agreement, it may refuse to conduct other transactions by electronic means and that such right may not be waived by this Agreement.

(The remainder of this page intentionally left blank)

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this the ____ day of _____, 20 ____ ("Effective Date").

NBU:

NEW BRAUNFELS UTILITIES,
a Texas municipal owned utility

By: **Ian Taylor**
Name: Ian Taylor
Title: CEO

Digitally signed by Ian Taylor
Date: 2021.01.20 15:42:41 -06'00'

VENDOR:

STEVE NOFFSINGER
DBA: PRECISION CALBRATE METER
SERVICES


By: 
Name: Steve Noffsinger
Title: owner

Exhibit A – Scope of Services

The Vendor shall provide qualified labor, materials, and equipment to test meters and develop work orders for repair (the “Services”).

The following requirements and specifications shall be in addition to the other requirements contained herein and shall supersede the other requirements where applicable. In case of conflicts between Exhibit A Scope of Service and Exhibit D Technical Specifications, Exhibit A Scope of Service controls.

GENERAL INFORMATION AND REQUIREMENTS

- 1) The water meter testing shall consist of the testing of 3” and larger customer water meters within the system to determine their accuracy per American Water Works Association (“AWWA”) standard practices for new and rebuilt meters. If the meters do not meet the accuracy requirements specified by AWWA, the Vendor shall include a recommendation for repair or replacement of water meters. The testing, repairs, and new meters shall be in conformance with the attached Exhibit D: 33 12 11 Technical Specifications for Large Meter Testing and Repair.
- 2) NBU currently has a water utility service area that spans approximately 81 square miles. The approximate number of water meter accounts are as follows:
 - i) Customer Meters (See Exhibit E for list of Meters)
 - (1) 154 – 3”, 4”, or 6” Water Meters
 1. These are generally installed throughout the system for domestic water use or irrigation.
 - ii) Fire Hydrant Meters (See Exhibit E for list of Meters)
 - (1) 57 – 3” Water Meters
 1. These are generally used by contractors for construction throughout the NBU water system.
 - iii) Note: No guarantee of quantities is intended, either expressed or implied.
- 3) Services
 - a) Large Meter Testing
 - i) The Vendor shall test all large meters within the NBU service area as budget allows. NBU will provide the list and location of all meters or list of meters to test within budget.
 - ii) Anticipated Services:
 - (1) Customer Meter Testing:
 1. Field testing 3” and larger water meters in place through existing test ports with a testing meter.
 - (2) Fire Hydrant Meters
 1. Testing 3” fire hydrant meters at an NBU facility through an existing fire hydrant with an inline testing meter.
- 4) Contract Administration and Operations
 - a) The contract shall be administered by NBU.

- b) NBU shall maintain and organize the work via work orders with an annual list of meters to be tested. The work order shall indicate specific testing locations and meter sizes.
- 5) The Vendor shall follow all local, state and federal safety policies and codes.
- 6) All standard tools and equipment necessary to perform specified work shall be provided by the Vendor at no additional fee.

NBU CONTRIBUTION TO PROJECT

- 1) NBU shall provide all customer end-point address locations for locations and access information as needed (i.e. gate codes for any locked gates).
- 2) NBU shall provide IT support to provide a tablet or laptop computer with Virtual Private Network (“VPN”) connection into NBU enterprise system and a bar code scanner (subject to NBU’s IT security requirements).
- 3) NBU shall conduct a training workshop, including the following:
 - a) Contact information for NBU Control Center and main points of contact for the project.
 - b) Training on the use of NBU’s electronic documentation systems (mCare and Cityworks).
- 4) NBU shall provide vendor badges for the Vendor to identify workers, as well as a magnetic vehicle sign identifying them as a contractor for NBU.

Exhibit B

Price List/ Payment Terms

NBU shall pay the Vendor for the Services and goods under this Agreement Total Compensation not to exceed \$112,500 for the initial one-year term and \$37,500 for the second one-year term, which totals a not to exceed amount of \$150,000 for the duration of the Agreement.

SERVICES – LARGE METER TESTING

Ite m No.	Description	Unit	Estimated Quantity	Unit Cost	Extended Cost
Water Meter Testing – Customer Meters					
1	3” Compound or Turbine	EA	114	616.00	70,224.00
2	4” Compound or Turbine	EA	32	616.00	19,712.00
3	6” Compound or Turbine	EA	8	616.00	4,928.00
Water Meter Testing – Fire Hydrant/Contractor Meters					
4	3” Compound or Turbine	EA	57	350.00	19,950.00
Water Meter Repair					
5	3” Compound Low and High Flow Measuring Unit and Register Replacement (Neptune)	EA	3	1,352.00	4,056.00
6	3” Turbine UME and Register Replacement (Neptune)	EA	1	1,052.00	1,052.00
7	4” Compound Low and High Flow Measuring Unit and Register Replacement (Neptune)	EA	1	1,425.00	1,425.00
8	4” Turbine UME and Register Replacement (Neptune)	EA	1	1,129.95	1,129.95

9	6" Compound Low and High Flow Measuring Unit and Register (Neptune)	EA	1	1,639.00	1,639.00
10	6" Turbine UME and Register Replacement (Neptune)	EA	1	1,639.95	1,639.95
11	Overtime Rate for Repairs	HR	1	95.00	95.00
SUBTOTAL PRICE					125,850.90
ADDITIONAL COSTS ALLOWANCE					24,149.10
TOTAL					150,000.00

Additional Costs and Clarifications Provided by the Vendor:

New meter(s) will be supplied by NBU or paid for by NBU at the price of the new meter plus 5% and shipping and handling.

The following hourly repair costs were provided for the repair of low volume large meters in NBU's system: Elster 3", Rockwell 3", Master meter 3", Hersey 3", Seameters 3", Zenner 3" repair cost \$75/hour plus parts/shipping and handling upon approval from NBU.

Exhibit C

Evidence of Insurance

NBU Purchasing Insurance Verification Checklist

Verified by (Justin Wehman)

COMPANY INFORMATION

Company name:	Precision Calibrate Meter Service
Address:	4244 Bee Creek Rd Spicewood, TX 78669
Telephone number:	512-785-994
Email:	Noffy3@yahoo.com
Date contract started:	
Point of contact:	Steve Noffsinger
Contract Number/PSA	RFB 02567 Large Meter Testing

COVERAGE CHECKLIST

<input checked="" type="checkbox"/>	General Liability: Nautilus	Policy Number: NN1132242
	Effective/Expiration Date: 6/16/20 – 6/16/21	<input checked="" type="checkbox"/> Limits: \$1,000,000 /GA \$2,000,000
	Proof (Endorsements, declarations, exclusions): YES	<input checked="" type="checkbox"/> Additional Insured
	<input checked="" type="checkbox"/> Waiver of Sub	
<input checked="" type="checkbox"/>	Automobile Liability: Farmers Texas County Mutual	Policy Number: 606226448
	Effective/Expiration Date: 4/03/20 – 4/03/21	<input checked="" type="checkbox"/> Limits: \$1,000,000
	Proof (Endorsements, declarations, exclusions): YES	<input checked="" type="checkbox"/> Additional Insured
	<input checked="" type="checkbox"/> Waiver of Sub	
<input type="checkbox"/>	Umbrella/Excess Liability:	Policy Number:
	Effective/Expiration Date:	<input checked="" type="checkbox"/> Limits:
	Proof (Endorsements, declarations, exclusions):	<input checked="" type="checkbox"/> Additional Insured
	<input checked="" type="checkbox"/> Waiver of Sub	
<input type="checkbox"/>	Workers Compensation Liability: N/A	Policy Number:
	Effective/Expiration Date:	<input checked="" type="checkbox"/> Limits: \$
	Proof (Endorsements, declarations, exclusions):	<input type="checkbox"/> Additional Insured
	<input checked="" type="checkbox"/> Waiver of Sub	
<input type="checkbox"/>	Professional Services	Policy Number:
	Effective/Expiration Date:	<input type="checkbox"/> Limits
	Proof (Endorsements, declarations, exclusions)	<input type="checkbox"/> Additional Insured
	<input type="checkbox"/> Waiver of Sub	

<input type="checkbox"/>	Pollution Control:	Policy Number:
	Effective/Expiration Date:	<input type="checkbox"/> Limits:
	Proof (Endorsements, declarations, exclusions):	<input type="checkbox"/> Additional Insured
	<input type="checkbox"/> Waiver of Sub	
<input type="checkbox"/>	Builders Risk:	Policy Number:
	Effective/Expiration Date:	<input type="checkbox"/> Limits:
	Proof (Endorsements, declarations, exclusions)	<input type="checkbox"/> Additional Insured
	<input type="checkbox"/> Waiver of Sub	
<input type="checkbox"/>		Policy Number:
	Effective/Expiration Date:	<input type="checkbox"/> Limits
	Proof (Endorsements, declarations, exclusions)	<input type="checkbox"/> Additional Insured
	<input type="checkbox"/> Waiver of Sub	
<input type="checkbox"/>	Other:	Policy Number:
	Effective/Expiration Date:	<input type="checkbox"/> Limits
	Proof (Endorsements, declarations, exclusions)	<input type="checkbox"/> Additional Insured
	<input type="checkbox"/> Waiver of Sub	
<input type="checkbox"/>	Other:	Policy Number:
	Effective/Expiration Date:	<input type="checkbox"/> Limits
	Proof (Endorsements, declarations, exclusions)	<input type="checkbox"/> Additional Insured
	<input type="checkbox"/> Waiver of Sub	



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/15/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Reginald Mahadeo Insurance Agency Inc 8627 N. Mopac Expwy Ste 220 Austin TX 78759		CONTACT NAME: Reggie Mahadeo PHONE (A/C, No, Ext): (512)246-2122 FAX (A/C, No): (512)243-6569 E-MAIL ADDRESS: rmahadeo@farmersagent.com	
INSURED Precision Calibrate Meter Service 4244 Bee Creek Rd Spicewood TX 78669		INSURER(S) AFFORDING COVERAGE INSURER A: Farmers Texas County Mutual INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 24392	

COVERAGES**CERTIFICATE NUMBER:** 4712**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG \$ \$ \$ \$ \$ \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y		606226448	04/03/2020	04/03/2021	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) \$ 1,000,000 \$ \$ \$
	UMBRELLA LIAB EXCESS LIAB DED <input type="checkbox"/> RETENTION \$ <input type="checkbox"/>						EACH OCCURRENCE AGGREGATE \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT \$ \$ \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Ref: NBU Request for Bid (RFB) 02567 Large Meter Testing – Part A

CERTIFICATE HOLDER

New Braunfels Utilities 263 Main Plaza New Braunfels TX 78130	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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Farmers Texas County Mutual Insurance Company
A Part Of The Farmers Insurance Group Of Companies®

Home Office: 6301 Owensmouth Ave., Woodland Hills, CA 91367

POLICY DECLARATIONS BUSINESS AUTO

v 01.00

ITEM ONE

Named Insured NOFFSINGER, STEVE
PRECISION CALIBRATE METER SER

Mailing Address 4244 BEE CREEK RD
SPICEWOOD, TX 78669

Policy Number 60622-64-48

Policy Period From 04-03-2020
To 04-03-2021 12:01 A.M. Standard time at your mailing address shown above.

In return for the payment of premium and subject to all the terms of this policy, we agree with you to provide insurance as stated in this policy. We provide insurance only for those Coverages described and for which a specific limit of insurance is shown.

Your Agent Reginald Mahadeo Insurance Agency I
Reginald Mahadeo
8627 N Mopac Expy#220
Austin, TX 78759
(512) 879-4701
Email: rmahadeo@farmersagent.com
License #: 1947952

ITEM TWO - SCHEDULE OF COVERAGES AND COVERED AUTOS

***This policy provides only those coverages where a charge is shown in the premium column below. Each of these coverages will apply only to those "autos" shown as covered "autos". "Autos" are shown as covered "autos" for a particular coverage by the entry of one or more of the symbols from the COVERED AUTO Section of the Business Auto Coverage Form next to the name of the coverage.**

Coverage	*Covered Auto Designation Symbols	Limit Of Insurance	Premium
Liability	7	\$1,000,000	\$1,603
Personal Injury Protection (or equivalent No-Fault Coverage)	See End.	See ITEM THREE	\$51
Uninsured Motorist	See End.	See ITEM THREE	\$257
Underinsured Motorist	See End.	See ITEM THREE	Included
Uninsured Motorist Property Damage	See End.	See ITEM THREE	Included
Underinsured Motorist Property Damage	See End.	See ITEM THREE	Included
Comprehensive	7	Actual Cash Value or Cost of Repair, whichever is less, minus applicable deductible for each covered auto. But no deductible applies to loss caused by Fire or Lightning. See ITEM FOUR for hired or borrowed "Autos".	\$165
Collision	7	Actual Cash Value or Cost of Repair, whichever is less, minus applicable deductible for each covered auto. See ITEM FOUR for hired or borrowed "Autos".	\$327
**Premium for Other Coverages and Endorsements			
Total Premium			\$2,403

**For details of "Other Coverages", see ITEM FOUR, ITEM FIVE, and POLICY FORMS AND ENDORSEMENTS.

ITEM THREE - SCHEDULE OF COVERED AUTOS YOU OWN (DETAIL)

Covered Auto No.: 002		VIN: 1FTFW1ETXKED26899
Description: 2014 FORD F150		Garaging Zip: 78669
Coverage	Limit Of Insurance Or Deductible	Premium
Liability	\$1,000,000	\$1,603
Personal Injury Protection	\$2,500	\$51
Uninsured Motorist	\$1,000,000	\$257
Underinsured Motorist	Included	Included
Uninsured Motorist Property Damage	Included	Included
Underinsured Motorist Property Damage	Included	Included
Comprehensive	\$500 Deductible	\$165
Collision	\$500 Deductible	\$327
	Vehicle Total Premium	\$2,403

Covered Auto No.: Description:		VIN: Garaging Zip:
Coverage	Limit Of Insurance Or Deductible	Premium
		Vehicle Total Premium

ITEM FOUR - HIRED OR BORROWED COVERED AUTO

Cost of hire means the total amount you incur for the hire of "autos" you don't own (not including "autos" you borrow or rent from your employees or their family members). Cost of hire does not include charges for services performed by motor carriers of property or passengers.

Liability Coverage Rating Basis, Cost Of Hire			
State	Estimated Annual Cost Of Hire For Each State		Premium
Subtotal			

Physical Damage Coverage			
Coverage	Limit Of Insurance And Deductible	Estimated Annual Cost Of Hire	Premium
Subtotal			

ITEM FIVE - NON-OWNERSHIP LIABILITY

Non-Ownership Liability covers bodily injury or property damage arising out of the maintenance or use of a non-owned automobile in the business by any person other than the insured.

Named Insured's Business	Rating Basis	Number	Premium
Other than a Social Service Agency	Number of Employees		
	Number of Partners		
Social Service Agency	Number of Employees		
	Number of Volunteers		
Subtotal			

POLICY FORMS AND ENDORSEMENTS

Number	Title
25-9200	Farmers Privacy Notice
25-9230ED3	Reminder-Review Your Coverages
25-9344ED1	TX Loss Control Notice (25-9344)
56-5223ED5	Additional Conditions
CA00010310	Business Auto Coverage Form
CA01960312	Texas Changes
CA02431113	Texas Changes Canc And Non Ren
CA21090513	TX Um/Uim Motorist Covg
CA22640708	Personal Injury Protection
CA23840106	Exclusion Of Terrorism
CA23940306	Silica Or Silica-Related Dust Ex
CA99880306	Individual Named Insured
CA99951201	Supplementary Death Benefit
E2015-ED2	Family Exclusion Form
IL00171198	Common Policy Conditions
J6738-ED1	Two Or More Coverage Forms
J7153-ED1	Additional Benefits And Services
S1929-ED3	Loss Payable Endorsement
S1966-ED1	No Covg-Cert Computer Rel Losses
W2178-ED1	Rideshare And Carshare Exclusion

LOSS PAYEES

CAPITAL ONE AUTO FINANCE P O BOX 660068 SACRAMENTO CA 958660068		
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Countersigned (Date)

By Authorized Representative

First Name	Last Name	License State	Driver License #
Steve	Noffsinger	TX	XXXXXX9839

C6190108
Page 6 of 6



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/10/2020

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PRODUCER Blancken Insurance Group 5541 McNeil Drive Austin TX 78729		CONTACT NAME: Russ Blancken PHONE (A/C, No, Ext): (512) 293-9588 E-MAIL ADDRESS: russ@bigoftexas.com FAX (A/C, No): (512) 675-1500	
INSURED Precision Calibrate Meter Service 4244 Bee Creek Rd Spicewood TX 78669		INSURER(S) AFFORDING COVERAGE INSURER A: NAUTILUS INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			NN1132242	06/16/2020	06/16/2021	EACH OCCURRENCE \$ 2,000,000
			DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000				
			MED EXP (Any one person) \$ 5,000				
			PERSONAL & ADV INJURY \$ 1,000,000				
			GENERAL AGGREGATE \$ 2,000,000				
			PRODUCTS - COMP/OP AGG \$ 2,000,000				
							\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$
							AGGREGATE \$
							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y / N <input checked="" type="checkbox"/> N / A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>
							E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

New Braunfels Utilities 355 FM 306 New Braunfels TX 78130	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	---

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COMMERCIAL GENERAL LIABILITY COVERAGE PART DECLARATIONS

POLICY NUMBER: NN1132242

☐ Extension of Declarations is attached.

Effective Date: 06/16/2020 12:01 A.M. Standard Time

LIMITS OF INSURANCE ☐ If box is checked, refer to form **S132** Amendment of Limits of Insurance.

General Aggregate Limit (Other Than Products/Completed Operations)	\$	2,000,000	
Products/Completed Operations Aggregate Limit	\$	Included	
Personal and Advertising Injury Limit	\$	1,000,000	Any One Person Or Organization
Each Occurrence Limit	\$	1,000,000	
Damage To Premises Rented To You Limit	\$	100,000	Any One Premises
Medical Expense Limit	\$	5,000	Any One Person

RETROACTIVE DATE (CG 00 02 ONLY)

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" which occurs before the Retroactive Date, if any, shown here: (Enter Date or "NONE" if no Retroactive Date applies)

BUSINESS DESCRIPTION AND LOCATION OF PREMISES

BUSINESS DESCRIPTION: Water Meter Calibration

LOCATION OF ALL PREMISES YOU OWN, RENT, OR OCCUPY: ☒ Location address is same as mailing address.

1 4244 Bee Creek Road, Spicewood, TX 78669

Additional locations (if any) will be shown on form **S170**, Commercial General Liability Coverage Part Declarations Extension.

LOCATION OF JOB SITE (If Designated Projects are to be Scheduled):

CODE # -	CLASSIFICATION	*	PREMIUM BASIS	RATE		ADVANCE PREMIUM
				Prem/Ops	Prod/Comp Ops	
47367 -	Sales or Service Organizations	p+	40,000	27.747	Included	1,110 Included
90609 -	L803 Primary and Noncontributory (CGL)	t	1	100.000		100
-						
-						

*** PREMIUM BASIS SYMBOLS** **+** = Products/Completed Operations are subject to the General Aggregate Limit

a = Area (per 1,000 sq. ft. of area)	o = Total Operating Expenditures (per \$1,000 Total Operating Expenditures)	s = Gross Sales (per \$1,000 of Gross Sales)
c = Total Cost (per \$1,000 of Total Cost)	t = See Classification	
m = Admissions (per 1,000 Admissions)	p = Payroll (per \$1,000 of Payroll)	u = Units (per unit)

PREMIUM FOR THIS COVERAGE PART \$ 1,210

FORMS AND ENDORSEMENTS (other than applicable Forms and Endorsements shown elsewhere in the policy)

Forms and Endorsements applying to this Coverage Part and made part of this policy at time of issue:
Refer to Schedule of Forms and Endorsements

THESE DECLARATIONS ARE PART OF THE POLICY DECLARATIONS CONTAINING THE NAME OF THE INSURED AND THE POLICY PERIOD.

Includes copyrighted material of Insurance Services Office, Inc. with its permission.

NAUTILUS INSURANCE COMPANY

POLICY NUMBER: NN1132242

ENDORSEMENT # 2

Named Insured: Precision Calibrate Meter Service

Agency # 04236 00

Endorsement Effective Date: 07/20/2020

CRC
Galleria North Tower One
13737 Noel Rd, 10th Floor
Dallas, TX 75240

GENERAL CHANGE ENDORSEMENT

It is hereby agreed the policy is amended as follows:

-Amending Limits of Insurance on form S150 (07-09) Commercial General Liability Coverage Part Declarations as follows:

Increasing Each Occurrence Limit to \$2,000,000

Guaranty Fund Nonparticipation Notice

This insurance contract is with an insurer not licensed to transact insurance in this state and is issued and delivered as surplus line coverage under the Texas insurance statutes. The Texas Department of Insurance does not audit the finances or review the solvency of the surplus lines insurer providing this coverage, and the insurer is not a member of the property and casualty insurance guaranty association created under Chapter 462, Insurance Code. Chapter 225, Insurance Code, requires payment of a 4.85 percent tax on gross premium.

Surplus Lines Agent: CRC Insurance Services, License# 18530

Address: 1 Metroplex Drive, Suite 400, Birmingham, AL 35209

Tax & Fee Schedule		PREMIUM: <input type="checkbox"/> None <input checked="" type="checkbox"/> AP <input type="checkbox"/> RP		\$
Surplus Lines Tax	\$ 36.38			750.00
Stamping Office Fee	1.13			
Total Taxes & Fees				\$ 37.51
TOTAL PREMIUM DUE				\$ 787.51

All other terms and conditions remain unchanged.



Authorized Representative

07/21/2020 JTRAYNU Date Issued: 07/21/2020

S901 (07/13)

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Exhibit D

Technical Specifications 33 12 11

SECTION 33 12 11
LARGE WATER METERS TESTING, REPAIR, AND
REPLACEMENT

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Large Water Meter Testing, Refurbishment, and Replacement for (3-inch and larger)

B. Related Specification and Details include, but are not necessarily limited to:

1. Series 500 – Pipe and Appurtenances
2. Series 700 – Traffic Control
3. Standard Details
 - a. Series 200 – Water
 - 1) 204 - Compound Meter Installation 3” Size
 - 2) 205 - Compound Meter Installation 4” Size
 - 3) 206 - Compound Meter Installation 6” Size

1.2 REFERENCES

A. Reference Standards

1. Reference standards cited in this Specification refer to the current reference

standard published at the time of the latest revision date logged at the end of this Specification, unless a date is specifically cited.

2. ASTM International (ASTM):

- a. A48, Standard Specification for Gray Iron Castings.
- b. A536, Standard Specification for Ductile Iron Castings.
- c. B88, Standard Specification for Seamless Copper Water Tube.
- d. B98, Standard Specification for Copper-Silicon Alloy Rod, Bar and Shapes.
- e. D883, Standard Terminology Relating to Plastics.
- f. D1693, Standard Test Method for Environmental Stress-Cracking of Ethylene Plastics

3. American Water Works Association (AWWA):

- a. C700, Cold-Water Meters - Displacement Type, Bronze Main Case.
- b. C701, Cold-Water Meters - Turbine Type, for Customer Service.
- c. C702, Cold-Water Meters - Compound Type.

- 12 d. C703, Cold-Water Meters – Fire Service Type.
- 13 e. C800, Underground Service Line Valves and Fittings.
- 14 f. M6, Water Meters – Selection, Installation, Testing, and Maintenance
- 15 4. NSF International (NSF):
- 16 a. 61, Drinking Water System Components - Health Effects.
- 17 5. Reduction of Lead in Drinking Water Act
- 18 a. Public Law 111-380 (P.L. 111-380)
- 19 6. General Services Administration (GSA):
- 20 a. RR-F-621E, Frames, Covers, Gratings, Steps, Sump and Catch Basin, Manhole

21 **1.3 ADMINISTRATIVE REQUIREMENTS**

22 **A. Meter Testing Reports**

- 23 1. A report will be prepared for each meter (new, rebuilt, or existing) and inputted in
- 24 the Owner's Cityworks, the Owner's workorder system, and provided in excel
- 25 format. Procedures and testing shall be in accordance with the AWWA M6
- 26 Chapter 5 Testing of Meters and shall include at a minimum:
- 27 a. Turbine Meters
 - 28 1) Meter Size
 - 29 2) Meter Register Type
 - 30 3) Register Reading
 - 31 a) Prior and preceding tests
 - 32 4) Model
 - 33 5) Make
 - 34 6) Meter Serial Number

- 7) Register Serial Number
- 8) Flow Rates and Accuracy (Start/Low//Intermediate/High) – gallons/cubic feet
 - a) Actual flow
 - b) Measure Flow
 - c) % Accuracy
- 9) Test Results – Pass / Fail
- 10) Recommend Action – Repair /Replace
- b. Compound Meters
 - 1) Meter Size
 - 2) Meter Register Type
 - 3) Register Reading
 - a) Prior and preceding tests
 - 4) Model
 - 5) Make
 - 6) Meter Serial Number
 - 7) Registers Serial Number
 - 8) Flow Rates and Accuracy (Low/Below Crossover/Crossover/Above Crossover/Intermediate/High) – gallons/cubic feet
 - a) Actual flow
 - b) Measure Flow
 - c) % Accuracy
 - 9) Test Results – Pass / Fail
 - 10) Recommend Action – Repair /Replace

1.4 ACTION SUBMITTALS/INFORMATIONAL SUBMITTALS

A. Product Data and Shop Drawings

1. Sample Flow Testing Report to be submitted with bid
2. Sample Refurbishment Recommendation Report/PO to be submitted with bid
3. Meter Repair Kits and Parts
4. Meters and Registers

B. Testing Methodology to be submitted with bid

C. Meter Testing Calibration Information to be submitted with bid

D. Completed Meter Testing Results

1.5 QUALITY ASSURANCE

A. Qualifications

1. Manufacturers

- 1 a. Water Services shall meet or exceed the latest revisions of AWWA C800, NSF
2 61, the Reduction of Lead in Drinking Water Act and shall meet or exceed the
3 requirements of this Specification.

4 B. Testing

- 5 1. All meters existing, rebuilt, and new shall be tested in accordance with AWWA
6 C701 and C702. All testing shall meet or exceed the requirements of AWWA M6
7 Chapter 5 for testing water meters bench or field-testing procedures.
- 8 2. Meters shall be marked for repair or replacement based on AWWA criteria for
9 testing of new and rebuilt meters across the various flow rates tested.
- 10 3. The following minimum accuracy (most stringent applies) for new, repaired, or
11 existing meters for acceptance by NBU is required:
 - 12 a. Turbine
 - 13 1) Low Flow: 95-101.5%
 - 14 2) Intermediate and High Flow: 98-102%
 - 15 b. Compound
 - 16 1) Low Flow, Below, and Above Crossover: 95-101%
 - 17 2) Crossover: 90-103%
 - 18 3) Intermediate and High Flows: 97-103%
 - 19 c. AWWA criteria for new or rebuilt meters.

20 1.6 DELIVERY, STORAGE, AND HANDLING

21 A. Storage and Handling Requirements

- 22 1. Protect all parts such that no damage or deterioration will occur during a prolonged
23 delay from the time of shipment until installation is completed and the units and
24 equipment are ready for operation.
- 25 2. Protect all equipment and parts against any damage during a prolonged period at the
26 site.
- 27 3. Prevent plastic and similar brittle items from being directly exposed to sunlight or
28 extremes in temperature.

29 1.7 FIELD [SITE] CONDITIONS

30 A. Water Meter Locations

- 31 1. Locations will be throughout the Owner's water service area

32 B. Initial Inspection

- 33 1. An initial inspection with photos is required to verify site, working area, and
34 location for each meter.

35 PART 2 - PRODUCTS

36 2.1 EQUIPMENT, PRODUCT TYPES, MATERIALS

37 A. Meter and Strainer Replacement

- 38 1. Meters

a. Unitized Measuring Element (UME) Construction

1) Features

- a) A calibration vane allows field calibration of the UME to lengthen service life and to ensure accurate registration.

b. Meeting or Exceeding the Requirements of AWWA:

- 1) C701 for Turbines
2) C702 for Compound

c. Materials

- 1) Made from lead free, high-copper alloy
2) Compound
a) Two magnetic-driven, roll-sealed

d. Registers

- 1) Manual register type compatible with Itron radio endpoints

e. Manufacturer

1) Meter Body

- a) Compounds
(1) Neptune Tru/Flo
(2) Or Approved Equal

b) Turbines

- (1) Neptune High Performance
(2) Or Approved Equal

2. Strainers

a. Materials

1) Body

- a) Made from lead free, high-copper alloy
b) Flanged in accordance with AWWA C701
c) Vent screw for bleeding of air

2) Strainer Plate and Bolts

- a) Stainless steel strainer plate and coverbolts

b. Pressure Rating

- 1) Working Pressure: 150 psi

c. Manufacturer

- 1) Neptune
2) Or Approved Equal

B. Meter Repairs to provide Rebuilt Meter Accuracies

1. Repairs to include:

a. UME and Register

- 1) UME and Register to be a factory tested replacement unit/
2) Including certified accuracy and factory testing.
3) Provide all other standard wear parts, seals, and kit for complete rebuild of meter.
4) Original equipment manufacturer (OEM) parts are required.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Inspection for Testing and Refurbishment or Replacement

1. Once given notice to proceed for yearly allocation of meter testing.

- a. Complete initial assessment of each location.
- b. Make contact with property owner for scheduling of work and short-term interruption
 - 1) Provide introduction letter with scheduling and technician contact information
- c. Complete a visual inspection of meter condition, location, access, and isolation
 - 1) Take photos of existing installation conditions.
- d. Verify meter numbers, size, and type

3.2 TESTING OF METERS

- A. Verify information for service order (i.e. meter number, interpreter number, etc.)
- B. Record Data (Gallons) prior to commencing testing
- C. Complete testing in accordance with AWWA M6 Chapter 5 requirements and record data in accordance with submitted and approved testing procedures.
- D. Record Data (Gallons) once testing is complete
- E. Upload data to workorder system
- F. If accuracy is not within required limits, make written recommendation to NBU staff to replace or repair.

3.3 REMOVAL AND INSTALLATION

- A. For removal and installation of water meters identified for repair or replacement and approved by NBU's Supervisor
 1. Make contact with property owner for scheduling of work and short-term interruption
 - a. Provide introduction letter with scheduling and technician contact information
 2. Take picture of existing meter while still in service.
 3. Do a visual inspection of meter, valves, customer cut-off and meter vault.
 4. Shut off water to residence.
 5. Remove old meter and install rebuilt or new meter. Customer may be served through bypass if appropriately sized for swap out.
 6. Install New Meter
 - a. New or rebuilt meters meeting or exceeding required accuracy requirements.
 7. Place a tag (provided by NBU) on each removed meter; write the removal address on the tag.
 8. Provide appropriate handheld device to record old meter reading, new meter data, and create jpeg type file on meter read for reference.
 9. Scan communications module (interpreter) bar code.
 10. Scan utility meter number bar code.
 11. Capture Survey Grade GPS coordinates.
 12. Take pictures of the new or rebuilt meter.
 13. Flush out customer service line.
 14. Clean up area around meter installation and return site to its original appearance.
 15. Transfer electronically completed meter information daily.

16. Address all problems associated with a water meter installation, to include, but not limited to: private property damage, leaks, all other issues associated with installation services.

3.4 REPAIR OF METERS TO REBUILT ACCURACY

A. All meters shall be rebuilt to meet minimum accuracy requirements.

B. Work shall be in accordance with manufacturer and AWWA rebuilt requirements.

1. Sample meter installation and repair guides can be found here for Neptune Meters:

a. Turbine

1) https://www.neptunetg.com/globalassets/products/literature/publication_im-hp-turbine-03.20.pdf

b. Compound

1) https://www.neptunetg.com/globalassets/products/literature/publication_im-truflo-08.15.pdf

C. Rebuilt meters shall be flow tested and accuracies meeting or exceeding specified values and report submitted prior to installation.

END OF SECTION

Exhibit E

Existing Water Meters

EXHIBIT E - CUSTOMER METERS

Count	meter_no	meter_type	manufacturer	meter_size	install_date	account_type
1	0001514938	3"	OUT	3"	10/8/1997 0:00	PUB
2	0001130142	3"	OUT	3"	4/7/2010 0:00	COM-IRR
3	0098860570	3"	OUT	3"	2/22/2013 0:00	DOM
4	0070329785	3"	Neptune	3"	9/1/2016 0:00	PUB-IRR
5	0070329786	3"	Neptune	3"	5/11/2017 0:00	DOM
6	0028517677	301	ROCKWELL	3"	1/1/1942 0:00	PUB
7	0001201454	301	ROCKWELL	3"	10/21/1987 0:00	PUB
8	0005104018	302	MASTER	3"	8/13/2007 0:00	DOM
9	0005099075	302	MASTER	3"	4/25/2018 0:00	DOM
10	0006171324	302	MASTER	3"	10/1/2019 0:00	DOM
11	0005368371	302	MASTER	3"	1/22/2019 0:00	DOM
12	0003777452	302	MASTER	3"	3/21/2019 0:00	DOM
13	0006171323	302	MASTER	3"	1/4/2018 0:00	DOM
14	0006171320	302	MASTER	3"	3/15/2016 0:00	DOM
15	0005368365	302	MASTER	3"	4/20/2018 0:00	DOM
16	0012005179	303	SEAMETRICS	3"	10/13/2014 0:00	DOM
17	0001880576	304	NEPTUNE	3"	4/21/2005 0:00	COM
18	0070147915	304	NEPTUNE	3"	1/26/2009 0:00	DOM
19	0070278453	304	NEPTUNE	3"	8/20/2013 0:00	DOM
20	0070115531	305	NEPTUNE	3"	3/19/2004 0:00	DOM
21	0070096441	305	NEPTUNE	3"	12/19/2002 0:00	PUB
22	0070338395	305	NEPTUNE	3"	10/31/2017 0:00	COM
23	0070193252	305	NEPTUNE	3"	2/21/2018 0:00	COM
24	0070297913	305	NEPTUNE	3"	3/26/2015 0:00	COM
25	0070336923	305	NEPTUNE	3"	6/29/2017 0:00	COM
26	0070336922	305	NEPTUNE	3"	10/30/2017 0:00	DOM
27	0070029353	305	NEPTUNE	3"	10/27/2015 0:00	DOM
28	0070029365	305	NEPTUNE	3"	1/27/2016 0:00	DOM
29	0070341378	305	NEPTUNE	3"	10/5/2017 0:00	DOM
30	0070352558	305	NEPTUNE	3"	1/23/2020 0:00	DOM
31	0070341379	305	NEPTUNE	3"	10/5/2017 0:00	DOM
32	0070338394	305	NEPTUNE	3"	10/31/2017 0:00	DOM
33	0070352559	305	NEPTUNE	3"	3/9/2018 0:00	COM
34	0070162913	305	NEPTUNE	3"	5/10/2018 0:00	DOM
35	0070265952	306	NEPTUNE	3"	4/6/2018 0:00	COM
36	0070274864	306	NEPTUNE	3"	6/25/2013 0:00	COM
37	0070162915	306	NEPTUNE	3"	9/15/2017 0:00	COM
38	0070096721	306	NEPTUNE	3"	12/3/2015 0:00	COM
39	0070280413	306	NEPTUNE	3"	4/4/2014 0:00	COM
40	0070029362	306	NEPTUNE	3"	4/25/2012 0:00	COM
41	0070045605	306	NEPTUNE	3"	9/14/2015 0:00	COM-IRR
42	0070203007	306	NEPTUNE	3"	1/3/2013 0:00	PUB
43	0070113516	306	NEPTUNE	3"	9/9/2015 0:00	PUB
44	0070193251	306	NEPTUNE	3"	9/22/2017 0:00	DOM
45	0070162914	306	NEPTUNE	3"	12/22/2017 0:00	DOM

EXHIBIT E - CUSTOMER METERS

Count	meter_no	meter_type	manufacturer	meter_size	install_date	account_type
46	0070306597	306	NEPTUNE	3"	7/7/2016 0:00	COM
47	0070029345	306	NEPTUNE	3"	11/12/2012 0:00	PUB
48	0070325028	306	Neptune	3"	7/25/2016 0:00	COM
49	0070029354	306	NEPTUNE	3"	4/28/2017 0:00	DOM
50	0070209077	306	NEPTUNE	3"	11/7/2008 0:00	DOM
51	0070209078	306	NEPTUNE	3"	1/21/2016 0:00	COM
52	0070113515	306	NEPTUNE	3"	1/10/2018 0:00	DOM
53	0070189593	306	NEPTUNE	3"	8/24/2007 0:00	DOM
54	0070265951	306	NEPTUNE	3"	9/27/2012 0:00	COM
55	0070189592	306	NEPTUNE	3"	8/24/2007 0:00	DOM
56	0070297912	306	NEPTUNE	3"	3/26/2015 0:00	COM
57	0070029348	306	NEPTUNE	3"	7/7/2014 0:00	COM
58	0070029349	306	NEPTUNE	3"	10/3/2006 0:00	COM
59	0022307721	308	ELSTER	3"	2/13/2013 0:00	DOM
60	0018449690	308	ELSTER	3"	4/9/2009 0:00	COM
61	0019163132	308	ELSTER	3"	7/23/2009 0:00	COM
62	0018449692	308	ELSTER	3"	1/26/2012 0:00	COM
63	0019163131	308	ELSTER	3"	1/26/2012 0:00	COM
64	0013802605	351	HERSEY	3"	12/14/2018 0:00	DOM
65	0013802606	351	HERSEY	3"	12/31/2018 0:00	DOM
66	0012806229	351	HERSEY	3"	1/24/2020 0:00	DOM
67	0070338396	AMI352	NEPTUNE	3"	10/9/2018 0:00	PUB
68	0070029357	AMI352	NEPTUNE	3"	10/16/2018 0:00	DOM
69	0070258260	AMI352	NEPTUNE	3"	10/2/2018 0:00	DOM
70	0070029347	AMI352	NEPTUNE	3"	12/12/2018 0:00	COM
71	0070029355	AMI352	NEPTUNE	3"	3/7/2019 0:00	COM
72	0070011676	AMI352	NEPTUNE	3"	10/4/2018 0:00	COM
73	0070029350	AMI352	NEPTUNE	3"	1/29/2019 0:00	COM
74	0070278454	AMI352	NEPTUNE	3"	3/12/2019 0:00	COM
75	0070193253	AMI352	NEPTUNE	3"	10/22/2019 0:00	DOM
76	0070029343	AMI352	NEPTUNE	3"	10/24/2018 0:00	COM
77	0070332453	AMI352	NEPTUNE	3"	8/10/2018 0:00	COM
78	0070115530	AMI352	NEPTUNE	3"	6/4/2019 0:00	PUB
79	0070145408	AMI352	NEPTUNE	3"	7/15/2019 0:00	DOM
80	0070029346	AMI352	NEPTUNE	3"	7/11/2019 0:00	DOM
81	0070158678	AMI352	NEPTUNE	3"	6/13/2019 0:00	PUB
82	0070093804	AMI352	NEPTUNE	3"	8/16/2019 0:00	DOM
83	0070029364	AMI352	NEPTUNE	3"	1/25/2019 0:00	DOM
84	0070272609	AMI352	NEPTUNE	3"	8/2/2019 0:00	DOM
85	0070145409	AMI352	NEPTUNE	3"	3/12/2019 0:00	DOM
86	0070306596	AMI352	NEPTUNE	3"	2/12/2019 0:00	COM
87	0070366310	AMI352	NEPTUNE	3"	11/21/2018 0:00	DOM
88	0070366311	AMI352	NEPTUNE	3"	11/21/2018 0:00	DOM
89	0070366312	AMI352	NEPTUNE	3"	11/21/2018 0:00	DOM
90	0070203008	AMI352	NEPTUNE	3"	3/13/2019 0:00	COM

EXHIBIT E - CUSTOMER METERS

Count	meter_no	meter_type	manufacturer	meter_size	install_date	account_type
91	0070298967	AMI352	NEPTUNE	3"	10/9/2018 0:00	DOM
92	0070280414	AMI352	NEPTUNE	3"	4/10/2019 0:00	COM
93	0070029352	AMI352	NEPTUNE	3"	12/20/2018 0:00	COM
94	0070335807	AMI352	NEPTUNE	3"	1/11/2019 0:00	COM
95	0070029363	AMI352	NEPTUNE	3"	5/6/2019 0:00	COM
96	0070271577	AMI352	NEPTUNE	3"	9/11/2019 0:00	DOM
97	0070274105	AMI352	NEPTUNE	3"	10/9/2018 0:00	DOM
98	0070250683	AMI352	NEPTUNE	3"	10/8/2018 0:00	DOM
99	0070044401	AMI352	NEPTUNE	3"	8/1/2019 0:00	DOM
100	0070159107	AMI352	NEPTUNE	3"	10/4/2018 0:00	DOM
101	0070362724	AMI352	NEPTUNE	3"	6/13/2019 0:00	DOM
102	0070080557	AMI352	NEPTUNE	3"	5/31/2019 0:00	DOM
103	0070298963	AMI352	NEPTUNE	3"	10/8/2018 0:00	DOM
104	0070274106	AMI352	NEPTUNE	3"	3/5/2020 0:00	DOM
105	0070271580	AMI352	NEPTUNE	3"	1/9/2020 0:00	DOM
106	0070042776	AMI352	NEPTUNE	3"	1/28/2020 0:00	DOM
107	0070262258	AMI352	NEPTUNE	3"	2/27/2020 0:00	DOM
108	0070005837	AMI352	NEPTUNE	3"	5/10/2019 0:00	DOM
109	0070271579	AMI352	NEPTUNE	3"	10/17/2019 0:00	DOM
110	0070272405	AMI352	NEPTUNE	3"	9/16/2019 0:00	DOM
111	0070271581	AMI352	NEPTUNE	3"	10/23/2018 0:00	DOM
112	0070189591	AMI352	NEPTUNE	3"	11/12/2018 0:00	DOM
113	0070117217	AMI352	NEPTUNE	3"	10/4/2018 0:00	DOM
114	0070080558	AMI352	NEPTUNE	3"	1/3/2020 0:00	DOM
115	0001342429	4"	OUT	4"	11/20/1996 0:00	COM
116	0070029225	4"	OUT	4"	11/24/2014 0:00	PUB
117	0031982420	402	NEPTUNE	4"	11/6/2019 0:00	COM
118	0070148242	403	NEPTUNE	4"	2/29/2016 0:00	DOM
119	0000158677	403	NEPTUNE	4"	9/13/2006 0:00	DOM
120	0070029232	403	NEPTUNE	4"	7/26/2011 0:00	PUB
121	0070342620	404	NEPTUNE	4"	10/31/2017 0:00	DOM
122	0070148240	404	NEPTUNE	4"	12/21/2017 0:00	COM
123	0070316847	404	NEPTUNE	4"	10/30/2017 0:00	DOM
124	0070280517	404	NEPTUNE	4"	11/10/2014 0:00	DOM
125	0070352551	404	NEPTUNE	4"	1/22/2020 0:00	DOM
126	0022289419	405	ELSTER	4"	1/27/2014 0:00	PUB-IRR
127	0021251991	406	ELSTER	4"	6/20/2013 0:00	COM
128	0021170661	407	ELSTER	4"	3/9/2012 0:00	COM
129	0018423341	407	ELSTER	4"	12/8/2011 0:00	COM
130	0070029230	AMI401	Neptune	4"	2/11/2019 0:00	COM
131	0070303956	AMI401	Neptune	4"	3/11/2019 0:00	COM
132	0070029224	AMI401	Neptune	4"	3/19/2019 0:00	COM
133	0070303957	AMI401	Neptune	4"	1/24/2019 0:00	COM
134	0070288157	AMI401	Neptune	4"	3/15/2019 0:00	DOM
135	0070025319	AMI401	Neptune	4"	10/22/2019 0:00	DOM

EXHIBIT E - CUSTOMER METERS

Count	meter_no	meter_type	manufacturer	meter_size	install_date	account_type
136	0070148241	AMI401	Neptune	4"	3/21/2019 0:00	DOM
137	0070162873	AMI401	Neptune	4"	10/25/2018 0:00	COM
138	0070029229	AMI401	Neptune	4"	2/11/2019 0:00	COM
139	0070089230	AMI401	Neptune	4"	3/21/2019 0:00	COM
140	0070162874	AMI401	Neptune	4"	8/10/2018 0:00	DOM
141	0070131622	AMI401	Neptune	4"	7/24/2018 0:00	DOM
142	0070029228	AMI401	Neptune	4"	10/25/2018 0:00	PUB
143	0070034789	AMI401	Neptune	4"	2/22/2019 0:00	DOM
144	0070029231	AMI401	Neptune	4"	4/10/2019 0:00	PUB
145	0070029227	AMI401	Neptune	4"	9/21/2018 0:00	PUB
146	0070153166	AMI401	Neptune	4"	8/10/2018 0:00	DOM
147	0070029386	6"	OUT	6"	12/5/2008 0:00	DOM
148	0070275610	600	UNKNOWN	6"	6/20/2013 0:00	COM
149	0070029682	603	NEPTUNE	6"	7/16/2015 0:00	COM
150	0070339646	603	NEPTUNE	6"	2/9/2018 0:00	DOM
151	0070283197	AMI601	NEPTUNE	6"	1/15/2019 0:00	COM
152	0070290992	AMI601	NEPTUNE	6"	3/2/2017 0:00	COM
153	0070029681	AMI601	NEPTUNE	6"	12/20/2018 0:00	COM
154	0070280525	AMI601	NEPTUNE	6"	2/7/2019 0:00	DOM

EXHIBIT E - FIRE HYDRANT METERS

	meter_no	manufacturer	meter_size	install_date
1	0014338559	ZENNER	3"	5/17/2018 0:00
2	0017084894	ZELLNER	3"	10/1/2019 0:00
3	0014338101	ZENNER	3"	7/30/2019 0:00
4	0014337625	ZENNER	3"	1/15/2019 0:00
5	0016062929	ZENNER	3"	9/21/2017 0:00
6	0014338623	ZENNER	3"	2/27/2019 0:00
7	0022316549	OUT	3"	12/18/2017 0:00
8	0008142505	OUT	3"	11/30/2018 0:00
9	0070361480	NEPTUNE	3"	10/14/2019 0:00
10	0013800478	HERSEY	3"	12/6/2019 0:00
11	0014337918	ZENNER	3"	8/17/2016 0:00
12	0016062993	ZENNER	3"	2/10/2020 0:00
13	0000099828	OUT	3"	2/2/2012 0:00
14	0070359611	NEPTUNE	3"	10/2/2019 0:00
15	0014338558	ZENNER	3"	10/23/2019 0:00
16	0017084935	ZENNER	3"	1/30/2019 0:00
17	0014338573	ZENNER	3"	9/11/2019 0:00
18	0016005358	ZENNER	3"	10/10/2017 0:00
19	0022199616	OUT	3"	11/9/2018 0:00
20	0017030215	ZENNER	3"	2/19/2019 0:00
21	0015125089	zenner	3"	9/11/2019 0:00
22	0014338550	ZENNER	3"	3/12/2019 0:00
23	0070359612	NEPTUNE	3"	10/14/2019 0:00
24	0070361479	NEPTUNE	3"	10/1/2019 0:00
25	0014338626	ZENNER	3"	10/5/2016 0:00
26	0015124615	zenner	3"	2/14/2020 0:00
27	0001525635	OUT	3"	1/2/2019 0:00
28	0070361481	NEPTUNE	3"	10/1/2019 0:00
29	0016062940	ZENNER	3"	2/26/2020 0:00
30	0021261840	OUT	3"	5/28/2014 0:00
31	0070382534	NEPTUNE	3"	3/9/2020 0:00
32	0017084909	ZELLNER	3"	5/8/2019 0:00
33	0014338580	ZENNER	3"	3/2/2018 0:00
34	0016038651	Zenner	3"	1/8/2020 0:00
35	0014338554	ZENNER	3"	11/8/2019 0:00
36	0014338644	ZENNER	3"	10/1/2015 0:00
37	0022316553	OUT	3"	2/26/2020 0:00
38	0008114993	OUT	3"	12/31/2018 0:00
39	0014338585	ZENNER	3"	10/14/2019 0:00
40	0014337605	ZENNER	3"	11/15/2017 0:00
41	0017030222	ZENNER	3"	2/19/2019 0:00
42	0022199615	OUT	3"	1/3/2020 0:00
43	0017084916	ZELLNER	3"	2/19/2020 0:00
44	0008150266	OUT	3"	9/4/2019 0:00
45	0017030226	ZENNER	3"	11/26/2019 0:00

EXHIBIT E - FIRE HYDRANT METERS

	meter_no	manufacturer	meter_size	install_date
46	0014338557	ZENNER	3"	12/16/2019 0:00
47	0017084931	ZELLNER	3"	9/13/2019 0:00
48	0016062979	ZENNER	3"	7/16/2018 0:00
49	0016005355	ZENNER	3"	1/7/2020 0:00
50	0022199618	OUT	3"	2/5/2020 0:00
51	0070366313	NEPTUNE	3"	10/18/2019 0:00
52	0070361482	NEPTUNE	3"	10/2/2019 0:00
53	0016062988	ZENNER	3"	10/16/2019 0:00
54	0017084928	ZENNER	3"	2/24/2020 0:00
55	0016005365	ZENNER	3"	3/26/2019 0:00
56	0017030223	ZENNER	3"	11/26/2019 0:00
57	0016038645	Zenner	3"	12/4/2019 0:00