

AMI Contract Between Core & Main LP and City of Wauchula, Florida

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THE CONTRACT

CONTRACT FOR ADVANCED METERING INFRASTRUCTURE (AMI), SOFTWARE AS A SERVICE (SAAS) AND NETWORK AS A SERVICE (NAAS) FOR CITY OF WAUCHULA, FLORIDA

This Contract ("Contract"), is made this ____ day of May, 2025 ("Effective Date"), by and between the City of Wauchula, a Florida municipality, 126 South 7th Avenue, Wauchula, FL 33873, (hereafter "City"), and Core & Main LP, a limited partnership authorized to conduct business in the State of Florida, (hereafter "Contractor").

RECITALS

WHEREAS, the City desires to engage a contractor that has the knowledge, skills, and experience to implement an Advanced Metering Infrastructure System ("AMI System"); and

WHEREAS, the City has solicited these services in RFP 24-05, incorporated by reference in and attached to this Contract as APPENDIX A – CITY RFP ; and

WHEREAS, Contractor represents and warrants that it is qualified and prepared to perform all the work outlined in this Contract; and

WHEREAS, pursuant to section 287.05701, Florida Statutes, the City is prohibited from, and has not requested documentation of or considered, any vendor's social, political, or ideological interests when determining whether the vendor is a responsible vendor. Moreover, the City has not given preference to any vendor based on the vendor's social, political, or ideological interests; and

WHEREAS, the City has determined that the execution of this Contract is beneficial to the people of Wauchula, Florida;

WHEREAS, the City and Contractor have negotiated and are ready to enter this Contract based on the terms and conditions set forth below.

ACCORDINGLY, in consideration of the above stated Recitals, and other good and valuable consideration the receipt and sufficiency of which is acknowledged by the Parties, the Parties agree as follows:

1. **Delivery and Installation Project:** Contractor shall commence and furnish labor, services, equipment, and hardware to fully implement an AMI System for the water and electric utilities in the City of Wauchula, Florida, in Hardee County, in a manner consistent with industry standards and applicable laws, codes, and customs according to the terms, conditions, plans, specifications, and other requirements set forth herein and identified in APPENDIX D – PRICING & PAYMENT SCHEDULE as One-Time Pricing, hereinafter referred to as the "Delivery and Installation Project". Contractor shall furnish all of the materials, supplies, tools, equipment, labor, and other services necessary for the completion of the Delivery and Installation Project.
2. **Continuing Services:** SAAS and NAAS services will be provided to the City pursuant to the APPENDIX E – Network as a service, Software as a Service and Spectrum Lease Agreement entered into between the City of Wauchula and Sensus USA, Inc. ("Sensus"), the manufacturer of the AMI system. The NaaS and SaaS services (hereinafter referred to as the "Continuing Services") are identified in APPENDIX D – PRICING & PAYMENT SCHEDULE. Contractor, as the Value Added Reseller for Sensus, shall invoice the City for Continuing Services, and shall provide the City and Sensus ongoing technical support and troubleshooting for the system including base stations installed in the AMI System as needed during regular business hours (between 8am and 5pm, Monday-Friday), as specified herein and subject to the City's performance of its obligations specified hereunder.

It is the responsibility of Contractor or its subcontractors to support all software integrations to the same levels noted in APPENDIX E – Network as a service, Software as a Service and Spectrum Lease Agreement throughout the multiple year term of that agreement. Any integration that ceases to function or has degraded performance resulting from a Sensus head end system or other Contractor software upgrade or patch is the responsibility of the Contractor to resolve.

Core & Main has primary responsibility for provisions of services defined in APPENDIX E – Network as a service, Software as a Service and Spectrum Lease Agreement through Sensus. Core & Main Responsibilities include:

- a) First response labor to troubleshoot FlexNet Base Stations or other field network equipment such as repeaters, if any.
 - b) First response to address City issues and escalation of NaaS and SaaS issues to Sensus when next level support is needed.
3. **Contractor Qualified:** Contractor represents and warrants that it is fully qualified to perform the services called for hereunder and possesses all State and local licenses

necessary to perform the services called for hereunder. Prior to the execution of this Contract, Contractor has visited and inspected the Project site and the local conditions under which the Project is to be designed, constructed, and operated, and Contractor has performed such tests, if any, as are necessary to determine the conditions under which the work will be performed, and Contractor accepts the conditions of the work site and has taken those conditions into account in entering into this Contract.

4. Contract Term:

- a) Delivery and Installation Project. The term of the Delivery and Installation Project shall begin fifteen (15) calendar days after the date of the Notice to Proceed and will be substantially complete within **twenty-four (24) months** thereafter, or as such term may be extended as set forth herein (the "Delivery and Installation Term"). Upon completion and acceptance of the Delivery and Installation Project, Contractor's obligations under the Delivery and Installation Project portion of the Contract will terminate, unless otherwise provided in this Contract.
- b) Continuing Services. The term of the Continuing Services shall begin after the system has successfully completed Functional System Acceptance Testing (FSAT) (as hereinafter defined) and shall continue for a period of ten (10) years (the "Initial NaaS/SaaS Term"), unless earlier terminated in the manner contemplated by this Contract. After the expiration of the Initial NaaS Term, the Continuing Services portion of the Contract shall automatically renew for an additional term of 10 years ("NaaS/SaaS Renewal Term"), unless the City provides Contractor with one hundred twenty (120) days' prior written notice of its desire to not renew the Continuing Services portion of the Contract.

- 5. Contract Price:** Contractor agrees to perform all of the work described in the Contract Documents for the satisfactory completion of the Delivery and Installation Project for the estimated total sum of \$ **3,217,364.94**, said amount being the total of the one-time project prices ("Contract Price"). The Contract Price will be adjusted to reflect actual quantities of work ordered by the City and performed by Contractor based on the unit prices herein. Contractor shall invoice the City for the combined years 1-10 prepayment of the ongoing Continuing Services for the Initial NaaS/SaaS Term, for the total sum of \$ **547,702.11** ("Recurring Pricing"). Payment for Continuing Services under the NaaS/SaaS Renewal Term shall be paid in advance in annual installments, which are subject to and conditioned upon annual budgeting and appropriation by the City. Except as otherwise specified herein, the Contract Price shall not be increased in the total amount stated herein without a written change order executed by the City, nor shall the Contractor be entitled to any additional time or payment for time required for

the submission and consideration of any such change order request. This section shall not apply to work or services provided when required to alleviate an emergency condition not caused by the Contractor's actions or omissions.

The Contract Price is firm for contract quantities for the duration of the Delivery and Installation Project, and Contractor's pricing (with the exception of on-going NaaS / SaaS pricing) will expire upon final completion of the Delivery and Installation Project. The City agrees to issue a purchase order to Contractor for the entire quantity of materials required for the project within 90 (ninety) days of contract execution. Materials will be delivered during the Delivery and Installation Term. Notwithstanding the foregoing or anything contained herein to the contrary, Contractor reserves the right to increase the Contract Price at any time in the event of a manufacturer price increase caused by tariffs. Contractor will provide evidence of the actual tariff amount from Sensus and will invoice the City only the actual tariff amount without markup. Contractor will provide City with written assurance of the following:

- a. Contractor shall require Sensus to utilize a blended rate for tariff surcharge calculations.
- b. Tariff amount calculations exclude items such as profit, freight, and administrative costs
- c. Tariff amounts shall be clearly identified on all invoices on a per line item basis. The blended rate for tariff surcharges will be uniform across all meter forms, thus this line item shall be a cumulative total of all surcharge amounts.
- d. Contractor shall require Sensus to provide written notification (and a request for acknowledgment) for any new tariff surcharge, or subsequent increase or decrease to the amount of an existing tariff surcharge, in advance of any shipment of goods on which a tariff surcharge will be imposed.
- e. Contractor shall require Sensus to provide documentation indicating the general range of Sensus' tariff share across all applicable products.

City reserves the right to challenge Contractor's increase in Contract Price following the same process outlined in Section 21, Notice of Claim, prior to filing any legal claim or cause of action. Notwithstanding the foregoing, in no event will Contractor be required to provide materials if the parties are unable to agree on a price increase due to tariffs. The Recurring Pricing for the Continuing Services is firm for the Initial 10 year NaaS / SaaS Term. Prices for Continuing Services for any NaaS/SaaS Renewal Term will be established prior to the start of the NaaS/SaaS Renewal Term.

6. **No General Obligation:** In no event shall any obligation of the City under this Contract be or constitute a pledge of the ad valorem taxing power of the City within

the meaning of the Constitution of the State of Florida or any other applicable laws. Neither the Contractor nor any other party shall ever have the right to compel the exercise of the ad valorem taxing power of the City in any form on any real or personal property to pay the City's obligations or undertakings hereunder.

PAYMENT: PERIODIC PAYMENTS WILL BE MADE BY THE CITY FROM INVOICES SUBMITTED TO THE CITY OF WAUCHULA, A FLORIDA MUNICIPALITY, 126 SOUTH 7TH AVENUE, WAUCHULA, FL 33873, AS PROVIDED IN ARTICLE 8, EXHIBIT OF ADDITIONAL TERMS AND CONDITIONS AND

APPENDIX D – PRICING & PAYMENT SCHEDULE, PROVIDED THAT CONTRACTOR HAS MET ALL CONDITIONS FOR PAYMENT SET FORTH IN ARTICLE 8. RETAINAGE OF FIVE PERCENT (5%), APPLICABLE TO LABOR CHARGES ONLY, WILL BE WITHHELD FROM ALL PROGRESS PAYMENTS DURING THE DELIVERY AND INSTALLATION PROJECT, IN ACCORDANCE WITH SECTION 255.078, FLORIDA STATUTES. WHEN THE DELIVERY AND INSTALLATION PROJECT IS SUBSTANTIALLY COMPLETE, CONTRACTOR SHALL SO NOTIFY THE CITY’S DESIGNATED REPRESENTATIVE IN WRITING. AS USED HEREIN "SUBSTANTIAL COMPLETION" MEANS THAT ALL REQUIREMENTS OF THE DELIVERY AND INSTALLATION PROJECT ARE COMPLETE AND ARE READY FOR USE, AS MORE PARTICULARLY DEFINED IN THE EXHIBIT OF ADDITIONAL TERMS AND CONDITIONS, ARTICLE 1, "DEFINITIONS." THE CITY WILL THEN MAKE A FINAL INSPECTION OF THE WORK WITHIN TEN (10) DAYS AFTER RECEIPT OF THE NOTICE AND DEVELOP A LIST OF ITEMS REQUIRED TO RENDER THE DELIVERY AND INSTALLATION PROJECT COMPLETE, SATISFACTORY, AND ACCEPTABLE. THE LIST SHALL BE DELIVERED TO CONTRACTOR WITHIN FIVE (5) DAYS AFTER THE INSPECTION HAS BEEN COMPLETED. CONTRACTOR SHALL CORRECT THE ITEMS ON THE LIST WITHIN THIRTY (30) DAYS AFTER DELIVERY OF THE LIST AND NOTIFY THE CITY WHEN THE CORRECTIONS HAVE BEEN COMPLETED. THE CITY, UPON CONFIRMING THAT ALL ITEMS HAVE BEEN CORRECTED, WILL THEN ISSUE FINAL PAYMENT FOR THE DELIVERY AND INSTALLATION PROJECT, INCLUDING PAYMENT OF RETAINAGE, IN ACCORDANCE WITH ARTICLE 8, EXHIBIT OF ADDITIONAL TERMS AND CONDITIONS AND

7. **APPENDIX D – PRICING & PAYMENT SCHEDULE.** As a condition precedent to Final Payment by the City, Contractor must provide the City a Consent of Surety to final payment, an affidavit by Contractor identifying all subcontractors, laborers, or equipment or material suppliers who provided goods or services in connection with the Project and provision of separate releases of lien or lien waivers in form acceptable to the City from each subcontractor, and copies of product warranties, operating manuals and instruction manuals if not previously provided.
8. **Payment Not a Waiver or Acceptance:** No payment to Contractor, nor any use or occupancy of the Project by the City, shall be interpreted or construed to constitute acceptance of any work not in strict compliance with the Contract, and Contractor expressly accepts the risk that defective work may not be detected (1) during any inspection by the City, (2) prior to making of any payment to Contractor, or (3) before the City's final payment.
9. **Claims of Subcontractors:** All work performed hereunder shall be accomplished in a manner that will result in no liens, claims or encumbrances being imposed on the City's property or suits for payment brought against the City. Contractor shall ensure prompt payment of all subcontractors and materialmen utilized by Contractor on the Project. In the event any materialman or subcontractor of Contractor should file any lien on the property of the City or otherwise file a claim for payment against the City, Contractor shall obtain the release and satisfaction of the lien or claim within ten (10) days of its filing to the extent Contractor has been paid for its Work giving rise to the claim.
10. **Entire Contract, Contract Documents:** This Contract, including the Contract Documents as defined below, contains all the understandings and agreements of the parties hereto in respect of the subject matter hereof as of the Effective Date of the Contract. Any and all prior understandings and agreements, expressed or implied, between the parties hereto in respect of the subject matter hereof shall be superseded hereby. Parol or extrinsic evidence will not be used to vary or contradict the express terms of this Contract.

The term "Contract Documents" means and includes the following, which are hereby incorporated by reference and made a binding part of this Contract:

- a) The Contract and all Sections thereunder
- b) Exhibit of Additional Terms and Conditions
- c) APPENDIX A – CITY RFP
- d) APPENDIX B – Contractor Proposal
- e) APPENDIX C – Initial project schedule

- f) APPENDIX D – PRICING & PAYMENT SCHEDULE
- g) APPENDIX E – Network as a service, Software as a Service and Spectrum Lease Agreement
- h) APPENDIX F – WARRANTIES
- i) APPENDIX G – RMA Process

In the event of inconsistency or ambiguity among any of the Contract Documents, the documents shall control the others in the above order of priority except Appendix B shall supersede and control over Appendix A.

11. **Complete Agreement:** This Contract, together with the Contractor's and Surety's performance and payment bonds for the Delivery and Installation Project, if any, constitute the entire and exclusive agreements between the City and Contractor with reference to the Project. This Contract supersedes any and all prior documents, discussions, communications, representations, understandings, negotiations, or agreements by and between the parties.
12. **Assignment:** This Contract may not be assigned except at the prior written consent of the City, and if so assigned, shall be binding upon the successors and permitted assigns of Contractor.
13. **Statutory Disclosures:**
 - a) **Solicitation of Contract:** Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, gift, or other compensation contingent upon or resulting from the award or making of this Contract.
 - b) **Public Entity Crime:** As provided by Florida Statute 287.133(2)(a), 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 on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or a public work, may not submit bids 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 Florida Statute 287.017 for Category Two for a period of 36 months from the date of being placed on the convicted vendor list. Any person must notify the City within 30 days after a conviction of a public entity crime applicable to

that person or to an affiliate of that person. By its execution hereof, Contractor certifies that neither it nor an affiliate is on the convicted vendor list.

c) **Scrutinized Companies List/Countries of Concern/Interests of Foreign Countries:** Contractor hereby certifies that it: (a) has not been placed on the Scrutinized Companies that Boycott Israel List, nor is engaged in a boycott of Israel; (b) has not been placed on the Scrutinized Companies with Activities in Sudan List nor the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and (c) has not been engaged in business operations in Cuba or Syria. This Contract may be terminated at the option of the City if the Contractor is found to have submitted a false certification as provided under Florida Statute 287.135(5), been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria.

d) **Anti-Trust Vendor Violator:** The Contractor has a continuous duty, throughout the entire Contract Term identified in Section 4, and any renewal, to disclose to the City if the Contractor or any of its affiliates, as defined by section 287.137(1), Fla. Stat., are placed on the Antitrust Violator Vendor List. Pursuant to section 287.137, Fla. Stat., "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."

14. **Administration of Contract:** The City Manager, or her designated representative, shall administer this Contract for the City. No change in the Contract scope or payment shall be valid without prior written approval by the City Manager.
15. **Notices:** Any notices hereunder shall be provided by hand delivery, certified U.S. Mail (return receipt requested) or by a nationally recognized delivery service (with proof of delivery) to the other Party in writing at the address specified in the opening section hereof. All notices shall be effective upon receipt delivered to the address of the party set forth below:

If to City: City of Wauchula

ATTN: Stephanie Camacho, City Clerk
126 South 7th Avenue
Wauchula, Florida 33873

With copy to: GrayRobinson, PA
ATTN: Kristie Hatcher-Bolin
One Lake Morton Drive
Lakeland, Florida 33801

If to Contractor: Core & Main LP
Attn: District Manager
3216 Winter Lake Road, Bays 5-10
Lakeland, FL 33803

With copy to: Legal Department
Core & Main LP
1830 Craig Park Court
St. Louis, MO 63146

16. Choice of Law, Venue, and Waiver of Jury Trial

A. This Contract, and the rights and duties of the parties arising from or relating to this Contract or its subject matter, shall be construed in accordance with the laws of the State of Florida and the ordinances of the City of Wauchula without regard to its conflicts of law provisions. Each of the parties irrevocably submits to the exclusive jurisdiction of the courts of Hardee County, Florida, and further agree that the venue for any legal action brought by or filed against the City for any matter arising out of or relating to this Contract shall be exclusively in that state or federal court for Hardee County, Florida that has jurisdiction over such legal actions.

B. WAIVER OF JURY TRIAL. BY ENTERING INTO THIS AGREEMENT, THE CONTRACTOR AND THE CITY HEREBY EXPRESSLY AND IRREVOCABLY WAIVE ANY RIGHTS THEY MAY HAVE TO A TRIAL BY JURY IN ANY LITIGATION ARISING OUT OF OR RELATED TO THIS AGREEMENT.

17. Amendments: No amendment or variation from the terms or conditions of this Contract shall be valid unless in writing and signed by the parties.

18. Indemnity: The parties agree that 1% of the total compensation paid to the Contractor for the services provided under this Contract constitutes specific consideration to the Contractor for the indemnification provided as set forth in the Exhibit of Additional Terms and Conditions, Article 6.

19. Contractor to Repair Property Damage Caused by the Contractor: Contractor agrees to promptly repair and/or replace, or cause to have repaired and/or replaced, at its sole cost and expense and in a manner acceptable to and approved by the City, any property damage caused by, the willful or negligent acts of the Contractor, or of its subcontractors. The Contractor's obligation under this section does not apply to property damage caused by any other Contractor engaged directly by the City. The City reserves the right, should the Contractor fail to make such repairs and/or replacement within a reasonable period of time, to cause such repairs and/or

replacement to be made by others and for all costs and expenses associated with having such repairs and/or replacement done to be paid for by the Contractor, or by the Contractor reimbursing the City for all such costs and expenses.

- 20. Notice of Claim:** All Contractor claims hereunder, including without limitation, claims in respect of changes in the Contract Price or Contract Time, shall first be submitted to the City by a written notice of claim no later than (30) days after the event that caused the claim. The written notice of claim shall set forth in detail all known facts and circumstances supporting the claim, which shall include at least the following information: (1) a concise statement of the occurrence(s) supporting the claim, and the relief sought; (2) identification of the facts giving rise to the claim; (3) the date Contractor discovered the occurrence(s); (4) a detailed schedule of values identifying all costs resulting from the claim; (5) documentation supporting the schedule of values (except in no event will Contractor be required to provide documentation revealing its margins or other confidential information); and (6) identification of any impact the claim on the schedule. Contractor shall submit available information or documents to the City within ten (10) business days after written request by the City. Contractor shall provide, and continue to provide the City all such documentation, if available, as the City may request so that the City may evaluate Contractor's claim. The City shall have 60 days from the notice of claim to resolve the Contractor's claim. The resolution of any claim under this Section 21 shall be reflected by a change order executed by the City and Contractor. In no event will Contractor be required to proceed with changed work in the absence of an agreed change order between the parties. Contractor reserves its right to seek relief through dispute resolution in the event City and Contractor are unable to agree on a change order through the process as aforesaid.
- 21. Duty to Continue Performance:** Throughout the entire Contract Term identified in Section 4, and any renewal, Contractor and the City shall continue their performance hereunder regardless of the existence of any claims submitted by Contractor.
- 22. Limit of the City's Liability for Increased Costs:** In connection with any claim by Contractor against the City for compensation in excess of the Contract Price, any liability of the City shall be strictly limited to amounts agreed by the parties in accordance with the provisions regarding changes in the Contract Price as set forth in Section 5 above and EXHIBIT D - PRICING & PAYMENT SCHEDULE and, consistent with Article 10, of the Exhibit of Additional Terms and Conditions, and shall in no event include indirect, special, or consequential costs, expenses or damages of Contractor or its subcontractors. The City shall not be liable to Contractor for claims of third parties, including subcontractors, for acts, omissions, events, or conditions for which the City would not be liable to Contractor under the terms of the Contract. As a condition precedent to the City's liability to Contractor for any loss or damage resulting from claims of third parties, including subcontractors, such third parties must have complied with all conditions contained in their agreements with

Contractor and such subcontractor's claims must have been submitted to the City by Contractor in strict compliance with all the requirements of this Contract.

23. **Compliance with Labor Laws:** Contractor shall assume all labor responsibility for all personnel assigned to or contracted for the performance of the work and agrees to strictly comply with all its obligations as employer with respect to said personnel under all applicable labor laws of the State of Florida and the United States of America.
24. **Site Safety and Security:** Contractor shall take all reasonable steps and legally required measures at the site to comply with applicable safety regulations and standards and to adequately protect the work, stored materials, and temporary structures located on the premises. Contractor shall at all times safeguard the City's property and employees and citizens from injury or loss in connection with the performance of the Contract. Contractor shall at all times while performing work, safeguard and protect its own work and that of the adjacent property and all adjacent work from damage.
25. **Cleaning the Site:** Contractor shall keep the site reasonably clean during performance of the work. Upon final completion of the work, Contractor shall thoroughly clean the site and the Project and remove all waste, debris, trash and excess materials or equipment, together with Contractor's property therefrom.
26. **Change of Control:** Contractor shall not assign any of its rights or obligations under the Contract without the City's express written consent, which consent shall not be unreasonably withheld. Any such action without the requisite consent is a material breach of the Contract. Subject to the foregoing, the Contract inures to the benefit of and is binding upon the parties and their successors and permitted assigns.
27. **Rights and Remedies:** The rights set forth in this Contract are in addition to, and without prejudice to, any other rights or remedies the parties may have against the other party, including the right to pursue court action for breach of contract.
28. **Nonaction on Failure to Observe Provisions of this Contract.** The failure of the City or the Contractor to promptly insist upon strict performance of any term, covenant, condition or provision of this Contract or any exhibit or any other Contract contemplated hereby, shall not be deemed a waiver of any right or remedy that the City or the Contractor may have, and shall not be deemed a waiver of any subsequent default or nonperformance of such term, covenant, condition, or provision.

29. Public Records Requirements. The parties acknowledge and agree that the CITY is a public agency subject to Chapter 119, Florida Statutes. All documents, including but not limited to, letters, memos, e-mails, computer files, photographs, drawings, tracings, plans, specifications, maps, evaluations, reports and other records and data of any type relating to the Project received, prepared, or developed by Contractor under this Contract are public records subject to Florida Statutes Chapter 119 and shall not be destroyed. Accordingly, pursuant to Section 119.0701, Florida Statutes, the Contractor must comply with all public records laws in accordance with Chapter 119, Florida Statutes. In accordance with Chapter 119, Florida Statutes, the Contractor agrees to:

(1) Keep and maintain all records that ordinarily and necessarily would be required by the Owner to perform the services under this Contract.

(2) Upon request from the CITY, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the costs provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

(3) Ensure that public records that are exempt, or confidential and exempt, from public records disclosures are not disclosed as except as authorized by law for the duration of the Contract term and following completion of the Contract if the Contractor does not transfer the records to the CITY.

(4) Upon completion of the services under this Contract, at no cost to the CITY, either transfer to the CITY all public records in the Contractor's possession that were not previously provided or keep and maintain public records required by the City to perform the services. If the Contractor transfers all public records to the City upon completion of the services, the Contractor must 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 services under this Contract, its obligations shall survive the termination or expiration of the Contract, and the Contractor must meet all applicable requirements for retaining public records, including abiding by all State of Florida records retention schedules. All records stored electronically must be provided to the CITY, upon request from the CITY, in a format that is compatible with the information technology systems of the CITY.

(5) IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE OWNER'S CUSTODIAN OF PUBLIC RECORDS AT: ___ Stephanie Camacho, City Clerk, via email: scamacho@cityofwauchula.com._____

If the Contractor does not comply with the provisions of this section, the CITY will enforce the Contract provisions in accordance herewith and may unilaterally cancel this Contract in accordance with Florida law.

30. E-Verify: The City will not intentionally award contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324 a(e), Section 274A(e) of the Immigration and Nationality Act ("INA"). The Contractor must comply with Florida Statutes 448.095(2), and shall comply with the requirements to use the E-Verify System to verify the employment eligibility of all new employees hired by the Contractor during the term of the Contract as more specifically set forth in Exhibit of Additional Terms and Conditions, Article 6, paragraph 18.

31. Trade Secrets and Proprietary Confidential Business Information:

a) Documents submitted by Contractor which it contends constitute trade secrets as defined in Sections 812.081 and 688.002, Florida Statutes, or confidential and propriety business information when held by the CITY as a utility owner, consistent with Section 119.0713(5), Florida Statutes, or information related to cybersecurity that is exempt and confidential under Section 119.0725, Florida Statutes, and which are clearly marked or stamped as confidential by the Contractor at the time of submission to the CITY, will not be subject to public access. Except as may be required under applicable law, court order, or regulation, or to the extent required to perform and enforce this Contract, both parties shall (and shall cause their employees and contractors to) keep all Confidential Information strictly confidential and shall not disclose it to any third party. The Confidential Information may be transmitted orally, in writing, electronically or otherwise observed by either party. However, should a requestor of public records challenge Contractor's claim of trade secret or confidential and proprietary business information, within five (5) calendar days of such challenge, Contractor must provide a separate written affidavit and a separate indemnification and release guarantee, as approved by the CITY's Attorney or designee, to the CITY to support its claim that the alleged trade secrets or proprietary and confidential business information actually constitutes same as defined by law. Contractor must demonstrate the need for confidentiality of the documentation by showing a business advantage or opportunity to obtain an advantage would be gained if the documentation were released. Otherwise, Contractor is required to timely seek a protective order in the Circuit Court of Hardee County to prevent the CITY's release of the requested records.

b) "Confidential Information" means all non-public information of either party, including the terms of this agreement, all technical information about either party's

products or services, pricing information, marketing and marketing plans, Customer's End Users' data, AMI System performance, AMI System architecture and design, AMI System software, other business and financial information of either party and all trade secrets of either party. Notwithstanding the foregoing, "Confidential Information" shall not include (i) any information that is in the public domain other than due to Recipient's breach of this Contract; (ii) any information in the possession of the Recipient without restriction prior to disclosure by the Discloser; or (iii) any information independently developed by the Recipient without reliance on the information disclosed hereunder by the Discloser. "Discloser" means either party that discloses Confidential Information, and "Recipient" means either party that receives it.

c) To the extent Contractor regards certain terms and provisions of this Contract to contain data or information that is covered by one or more of the following: (1) information related to critical infrastructure, and (2) network schematics, hardware and software configurations, or encryption information or information that identifies detection, investigation, or response practices for suspected or confirmed cybersecurity incidents, Contractor must clearly mark such provisions as confidential and exempt. To the extent such terms and provisions are clearly marked as confidential and exempt from public record law requirements, the parties agree to treat the terms and conditions in accordance with the provisions of Section 31, Paragraph a) above.

- 32. No Obligation to Third Parties:** No party to this Contract shall have any responsibility whatsoever with respect to services provided or contractual obligations assumed by the other party to third parties, and nothing in this Contract shall be deemed to contemplate either party as a partner, agent, or representative of the other party. The parties specifically intend that no third party have any rights hereunder.
- 33. Severability:** In the event that any portion or any portions of this Contract are held to be unenforceable by a court of competent jurisdiction, then the remainder of this Contract shall be enforced as though such portions had not been included, unless to do so would cause this Contract to fail of its essential purposes.
- 34. Survival:** All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract Documents, shall survive final payment, completion, and acceptance of the Work, or termination or completion of the Contract. Additionally, the obligations set forth in Section 6, No General Obligation; Section 9, Claims of Subcontractors; Section 10, Contract Documents; Section 12, Assignment; Section 15, Notices; Section 16, Choice of Law, Venue, Waiver of Jury Trial; Section 18, Indemnity; Section 20, Notice of Claim; Section 22, Limit of the City's Liability for Increased Costs; Section 26, Change of Control; Section

27, Rights and Remedies; Section 31, Trade Secrets and Proprietary and Confidential Business Information; Article 6, Section 5, Infringement Indemnity, and Section 16, Indemnification.

- 35. Suspended or Debarred Vendors:** The City does not award contracts to or consent to subcontracts with suspended or debarred vendors, unless the City Manager has determined that an emergency exists justifying such action and obtained approval from the Commission. Such vendors are also excluded from conducting business with the City as agents, representatives, subcontractors, or partners of other vendors. Furthermore, subsequent suspension or debarment may constitute grounds for termination of this Contract.

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IN WITNESS WHEREOF, the Parties hereto have executed, or caused to be executed by their duly authorized officials, this Contract in two originals, effective on the date first above written.

ATTEST:

By:

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By:

“City”

CITY OF WAUCHULA, FLORIDA

By: _____

“Contractor”

CORE & MAIN LP

By: _____

EXHIBIT OF ADDITIONAL TERMS AND CONDITIONS

ARTICLE 1 - DEFINITIONS

The following definitions shall apply:

AMI – Means Advanced Metering Infrastructure and is comprised of the SmartPoint Modules, meters, RF Field Equipment, Hosted Software, Spectrum Lease, and other equipment provided to Customer hereunder. The AMI System only includes the foregoing, as provided by Sensus.

Available Meter – Means an installed Sensus FlexNet meter (with a SmartPoint Module installed) or a Sensus SmartPoint Module which has been installed on a third party meter, and which, in either case, is not an Unavailable Meter (or on an Unavailable Meter in the case of SmartPoint Modules on third party meters) and which satisfies all of the following criteria: (i) it functions properly, is powered and is not a damaged or failed meter; (ii) it is in a deployment area of meters for Customer such that a sufficient number of two-way meters are in range of each other; (iii) it is serviced by RF Field Equipment that has not been subjected to a power failure greater than eight (8) total hours; (iv) neither it nor the RF Field Equipment that serves that meter has been affected by a Force Majeure event; (v) jamming of the radio spectrum is not preventing or interfering with radio communication to or from the meter; (vi) it is installed in the Service Territory; (vii) it has not been reported to Customer under Contractor' or Customer's preventative maintenance; (viii) its functioning or performance has not been adversely affected by a failure of Customer to perform its obligations or tasks for which it is responsible under this Contract, including, but not limited to, testing and confirming that the socket to which the meter will be/is connected is in safe operating condition, is fully functional, is not corroded, does not contain improperly installed jaws or other deficiencies, complies with ANSI standards, and is not hot, damaged, or otherwise in need of maintenance or repair; (ix) its functioning or performance has not been adversely affected by a failure or insufficiency of the back haul telecommunications network of Customer for communications among the components of the Sensus FlexNet System; and (x) it has been installed in compliance with the procedures and specifications approved by Customer and Contractor.

Change Order – A written order issued by the City after execution of the Contract to the Contractor, as may be recommended by the Engineer, signed by the City and authorizing an addition, deletion, or revision of the Work, or an adjustment in the Contract Price or the Contract Time. An executed Change Order resolves all issues related to price and time for the work included in the Change Order.

CIS – The City's existing Customer Information System.

City – The City of Wauchula (City), Florida.

Continued Deployment – Ongoing deployment of meters and AMI devices after the completion of the project.

Contract Documents – All documents set forth in the executed agreement.

Customer – when capitalized, refers to the City of Wauchula (City), Florida (Contractor's customer). When used with a lower case "c" it generally refers to the City's customer.

End User – any end user of electricity or water where the City provides for the consumption of electricity or water.

Engineer – The individual assigned by the City (either an employee or a third party), who is a licensed professional engineer in the State of Florida, to provide engineering, design review, and/or construction management including, but not limited to, overseeing and resolving engineering/design issues with the Engineer for the Work, and conveying the City's instructions to the Contractor.

The Engineer's authority includes interpreting the technical portion of the Contract Documents, deciding on matters relating to the execution and progress of the Work and evaluating the Contractor's performance. The Engineer may stop the Work when deemed necessary by the City. The Engineer will receive and adjudicate any claim of ambiguity or error in the technical portion of the Contract Documents and shall reduce any determination to writing and shall make a recommendation to the City. The Engineer is not a party to the Contract. The Engineer has no authority to approve changes to the Contract Price or Contract Time, or to commit the Owner to any expenditure of money except as expressly designated in writing by the Contract Administrator.

Field Devices – the SmartPoint Modules and meters equipped with SmartPoint Modules.

Final Acceptance -- The City's written notice to the Contractor that all Work as specified in the Contract has been completed to the City's satisfaction. Approval or recognition of the Contractor meeting a milestone or interim step does not constitute Final Acceptance of the Work. Final Acceptance is only applicable to the entirety of Work as specified in the Contract. Final Acceptance does not in any way limit the City's rights under the Contract or applicable laws, rules and regulations.

Final Completion -- The point in time after which the City has accepted the Work, in accordance with the Contract Documents, and the Contractor has fulfilled all requirements of the Contract Documents including successful System Acceptance Test results approved by the City.

FlexNet Base Station – identifies the Sensus manufactured device consisting of one transceiver, to be located on a tower that receives readings from the SmartPoint Modules (either directly or via an R100 unit) by radio frequency and passes those readings to the RNI by TCP/IP backhaul communication. For clarity, FlexNet Base Stations include Metro Base Stations.

Force Majeure – 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, pandemics (including Covid19), 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.

Functional Verification – Work performed as part of the System Acceptance Test to verify that the system is functioning as specified.

Hosted Software – means those items listed as an application in **APPENDIX E – Network as a Service, Software as a Service and Spectrum Lease Agreement**

In/Out Costs – means any costs and expenses incurred by the City in transporting goods between its warehouse and its End User’s premises and any costs and expenses incurred by the City in installing, uninstalling and removing goods at End User’s premises.

Intellectual Property – means patents and patent applications, inventions (whether patentable or not), trademarks, service marks, trade dress, copyrights, trade secrets, know-how, data rights, specifications, drawings, designs, maskwork rights, moral rights, author’s rights, and other intellectual property rights, including any derivations and/or derivative works, as may exist now or hereafter come into existence, and all renewals and extensions thereof, regardless of whether any of such rights arise under the laws of the United States or of any other state, country or jurisdiction, any registrations or applications thereof, and all goodwill pertinent thereto.

NaaS – Network as a Service. Refers to services provided by Sensus to own and manage the RF Field Equipment.

Notice to Proceed -- The written notice duly authorized and delivered by the City that authorizes the Contractor to begin Project Work. When indicated by the City, a PO may also serve as a Notice to Proceed.

Owner’s Engineer – A consultant engaged to represent the City on technical matters during the project.

Parties – The companies that are party to this agreement, the City and Contractor.

Payment Bond – The statutory Performance Bond contemplated by Section 255.05, Florida Statutes.

Performance Bond -- The statutory Payment Bond contemplated by Section 255.05, Florida Statutes.

Permitted Use – means only for reading and analyzing data from the City’s Field Devices in the Service Territory. The Permitted Use does not include reading third party devices not provided by Contractor or reading Field Devices outside the Service Territory.

Project Deployment – Refers to the time in which the systems and devices described in this agreement are being actively deployed, prior to final acceptance of the system.

Project Manager – The primary contact for each company during Project Deployment. The City and Contractor will each designate a Project Manager.

Project Services – The services that Contractor is obligated to provide to the City under this agreement during the Project Deployment.

Return to Utility (RTU) – The process used when the installer discovers an anomaly at the site and needs advice or assistance from the City before the installation work can be completed.

Purchase Order (PO) – A Work authorization document issued by the City with the words "Purchase Order" clearly marked across the top, a PO number used for reference shown on the front, a description of the Work or a listing of the applicable Contract Documents, an authorized City signature and stating the amount of lawfully authorized funds.

RF Field Equipment – Collectively, FlexNet Base Stations, R100 units (if any) and remote transceivers (if any)

RMA – Return material authorization. Refers to the process that the City uses when they wish to return defective products as further described in APPENDIX G – RMA Process

SaaS – Software as a Service. Refers to services provided by Sensus to own and manage head end software and its associated hardware on an ongoing basis as further described in APPENDIX E – Network as a service, Software as a Service and Spectrum Lease Agreement.

Sensus – identifies the Contractor’s AMI technology manufacturer/sub-supplier.

Service Territory – identifies the geographic area where the City utilizes Sensus equipment to provide services to End Users as of the Effective Date. This area will be described on the propagation study in the parties’ Spectrum Lease filing with the FCC.

SmartPoint™ Modules – identifies the Sensus transmission devices installed on devices such as meters located at the City’s End Users’ premises that communicate with the relevant devices and transmit those communications by radio frequency to the relevant piece of RF Field Equipment.

Software – all the Sensus proprietary software provided pursuant to this Contract, and any patches, updates, and upgrades that are provided to the City pursuant to the terms of this Contract. The Software does not include any third-party software provided by manufacturers other than Sensus.

SOW – Statement of Work. See ARTICLE 2 - STATEMENT OF WORK & SCHEDULE.

Standard Operating Procedures (SOPs) – Procedures applied by Contractor to work performed in the field.

Substantial Completion –The time when the Owner determines that the Work (or a specified part thereof) is sufficiently complete to be utilized for the purposes for which it is intended or ready for the City or other contractors to perform subsequent portions of the Work as stated in the Contract Documents. Recognition of the Work as Substantially Complete, as evidenced by issuance of a Certificate of Substantial Completion, does not represent the City's Final Acceptance of the Work.

System Administrator – the City employee responsible for managing access to the AMI system software.

Unavailable Meter – Includes meters with sockets with power cut at the pole, meters that are booted on the line side, sockets that are not provided power due to a power delivery system failure, meters with tamper, theft or other human induced failures that render the meter or SmartPoint Module incapable of providing a read, a Force Majeure event induced failures of the power delivery system, socket or meter, and/or any system or meter maintenance issue that precludes the meter from transmitting its message to the network. Examples of Unavailable Meters include: (i) Cut At Pole: a meter for which power has been turned off to the socket by Customer; (ii) Booted on Line Side: nominally a meter for which power has been turned off by placing boots in the socket from which the power to the meter has effectively been turned off; (iii) Failed or flawed power delivery to the meter socket: Customer power generation, distribution or delivery system failure that has effectively turned off power to the socket and/or meter; (iv) Tampered Meters: sockets, meters or distribution assets that have been modified by unauthorized personnel rendering the meter incapable of providing accurate usage readings from that meter;(v) Broken TouchCoupler unit: the TouchCoupler unit is damaged by intentional or unintentional acts; (vi) Broken Clip: the clip that holds the TouchCoupler unit into the radio package housing is broken and the unit cannot complete the inductive electrical connection; (vii) Improper installation of the TouchCoupler unit: the TouchCoupler unit is not pushed all the way into the housing clip causing the unit to not be able to complete the inductive electrical connection; (viii) Unit not installed through the pit lid: the unit is not installed with the antenna positioned through the pit lid and properly secured with the retaining nut. The radio unit must also be securely attached to the antenna section; (ix) Radio unit not securely attached to the Antenna unit: The water-proof SmartPoint Module housing is not properly installed and secured to the antenna unit; (x) Damaged antenna: the unit's antenna is damaged by intentional or unintentional acts; (xi) Damaged radio package: the unit's water-proof radio package is damaged by intentional or unintentional acts; (xii) Data Base errors: the unit is removed from the system but not updated in the database. Still shown as in the system when in fact has been removed; (xiii) Phantom Units: the unit is removed from the system but is still transmitting and being heard by the system; and (xiv) Other Installation Defect: the unit is otherwise installed improperly so that it does not communicate with the FlexNet Base Station.

WOMS – Work order management system.

WOM System – See WOMS.

ARTICLE 2 - STATEMENT OF WORK & SCHEDULE

This Statement of Work (“SOW”) is all work to be completed by Contractor (and its subcontractors) as set forth in this Contract for the successful implementation of a Sensus FlexNet Advanced Metering Infrastructure (AMI) system.

This SOW applies to the project encompassing the installation, setup, and deployment of the AMI System.

Both Parties agree to this SOW and its content.

Project Organization

a) City Responsibilities

Prior to the start of the project, the City will designate a person (Quanta Technology serving as the City’s Project Manager) to whom all communications from Contractor will be addressed, and who will have the responsibility to act on the City’s behalf in all matters regarding this SOW.

The City’s Project Manager will:

- Serve as the interface between Contractor’ project team and all of the City’s departments and other City contractors participating in the AMI project;
- Attend status meetings;
- Obtain and provide applicable information, data, consents, decisions and approvals as required by Contractor to complete their responsibilities, within a reasonable time frame;
- Help resolve project issues, and escalate issues within the City’s organization, as necessary;
- Work with Contractor sales to complete meter and configuration forms in timely manner to facilitate the hardware ordering process; and
- Support the project change order procedure in a timely manner.

In addition, the City will provide access to the following personnel as needed during the project:

- **Field Point(s) of Contact:** Generally, a foreman or superintendent who can answer or approve general day-to-day inquiries that may arise as work progresses. This may be one person from the Water department and another from Electric.
- **Finance / Billing Manager:** Generally, the person who oversees monthly utility billing efforts and serves as a contact to Tyler for the billing software. This person should be available to answer integration questions and verify read data. The Contractor Project Manager will coordinate with this person prior to mass deployment to implement the cut-over plan and ensure that billing operations are not adversely impacted.
- **IT Staff:** Involvement may be required depending on backhaul configuration and end user's computer configuration (browser). Involvement and participation in integration efforts is recommended and may be required in some cases.

Customer has primary responsibility for field endpoint maintenance. If Customer follows all field investigative measures to diagnose the issue and they are unsuccessful in their repair attempt Core & Main will assist the Customer in diagnosing issues with its field staff subject to the following conditions:

- 1) After the initial on-site training Contractor will provide one refresher training to the City in state or online for no charge to the City. Should the City desire on-site training or customized training after the onsite project training, Contractor will provide this customized training for a fee.
- 2) If the City requests that Contractor travel to its location specifically to diagnose a meter issue and it is determined that the City is not following the field protocol for which it has been trained and the issue is resolved by merely following repair protocols and retraining the City's personnel, Contractor reserves the right to charge the City a trip fee.
- 3) Contractor will provide follow up spot training for field maintenance when Contractor's technician is in the area, and on a mutually acceptable schedule at no-charge to the City.

b) Contractor Responsibilities

Prior to the start of the project, Contractor will designate a person ("Contractor Project Manager") to whom all communications from the City will be addressed, and who will have the authority to act on Contractor's behalf in all matters regarding this SOW. The Contractor Project Manager shall be a person who is employed full-time by Contractor as a project manager.

Contractor Project Manager will:

- Serve as the interface between Contractor's project team (including their subcontractors) and the City's Project Manager;

- Review the SOW, and any associated documents, with the City's Project Manager;
- Facilitate the project kickoff and planning meeting;
- Establish and maintain communications through the City's Project Manager, as defined in the section entitled "Project Procedures" below;
- Review and administer the Project Change Order Procedure with the City's Project Manager, as defined in the section "Project Procedures" below;
- Coordinate and manage the project activities of Contractor' assigned personnel;
- Create and maintain the project schedule ensuring weekly progress updates are reflected throughout the project implementation period.
- Maintain an action items list on an ongoing basis throughout the duration of the project and insure timely completion of action items;
- Maintain a central repository for project documents and provide appropriate access to this repository for all project stakeholders.
- Provide status reports and facilitate status meetings as agreed including prompt issuance of status meeting notes/minutes.

c) Travel

Project work is to be performed both on-site and remotely as necessary. Contractor personnel will be on-site for the project planning/kickoff meeting, for system training, as needed to support the functional verification testing (FSAT), and as mutually agreed to with the City.

d) Project Deployment

Contractor will provide active management of the project by a Contractor Project Manager. The Project Manager and project team are required to be highly skilled and involved in day-to-day coordinating efforts for task completion and approved in advance by the City.

e) Subcontractors

Contractor is responsible for the work of all subcontractors that it employs. Contractor will use the following subcontractors:

- Bermex – electric and water meter installation.
- L&S - Network equipment installer

- WeProject, Inc. – project management support

The foregoing subcontractors are hereby approved by the City. Any other subcontractors must be approved in writing in advance by the City. The meter installation subcontractor shall use a single Work Order Management System (WOMS) for capturing and transferring electric and water meter exchange data to the City's billing system. A single Call Center shall be established and utilized during the installation.

2) Project Procedures

Project procedures describe communications, interface requirements, and means to control the activities between the City and the Contractor project team. Contractor will use best practices for project deployment which will be agreed upon by the City prior to deployment.

a) Project Review Meetings

The City and Contractor are required to participate in project review meetings that cover:

- status and schedule reviews,
- coordination of the City's and Contractor's scope activities,
- exchange of technical information, and
- design reviews of future work to be performed by the project team.

These meetings will include the City and Contractor personnel as required to address the key issues. To the extent possible, meetings will be conducted via conference calls or video conferencing. The Contractor and the City project managers will mutually agree upon the frequency of these project meetings. The Contractor and the City project managers will also mutually agree to the timing, frequency, and location of any face-to-face meetings.

b) Transmittal Reviews

The City and Contractor each will review and respond promptly to all questions and correspondence to each other and when practicable within five (5) business days of submittal.

c) Demobilization

Following successful completion of meter installations and acceptance, any leftover material purchased by the City will be returned to the City for shelf stock. Any rented

storage or restroom facilities will be returned. Any City facilities utilized by installation staff will be left in a tidy presentable state.

3) Project Schedule

Contractor, City, and Owner's Engineer will develop a mutually agreeable project schedule within 2 weeks post the project kickoff. A sample schedule is provided in **APPENDIX C – Initial project schedule**.

ARTICLE 3 - DELIVERABLES

- 1) All materials purchased by the City are shipped to the City and shall be stored in Contractor-supplied storage containers with access locks for storage and disposal of inventory located in a secured fenced location supplied by the City. Contractor shall receive and inspect inventory, noting any shortages or damages on a signed Bill of Lading. All received inventory will be loaded into WOMS by way of an inventory file or by way of bar-code scanners. The City reserves the right to sample test any lot shipment received. Notwithstanding the foregoing, risk of loss and title to the materials shall pass to the City upon delivery to a location specified by the City, excluding the meters and endpoints delivered for the Project. Risk of loss and title of project meters and endpoints shall remain with the Contractor until successfully installed and initially readable from the head-end system, at which time title to the system, risk of loss and obligations for maintenance will then immediately transfer to the City. Contractor agrees to protect equipment or materials in the custody or control of Contractor or its Subcontractor and to be responsible for any damage or loss occasioned by its failure to do so.

2) Customer Engagement Program

a) "AMI Days"

- b) Should the City elect to host an "AMI Day" community event, Contractor and Sensus will attend and staff a booth displaying product at the event with local residents. **City Commission Meeting**

Contractor and Sensus will participate in City Commission meetings, as requested by the City.

c) Customer Communication Materials

Contractor will print advance notification customer communication materials, such as postcards and door hangers. The design and content of these mailers will be developed in conjunction with the City with the City having final approval authority over all materials. Contractor will manage the timing and mailing of these materials to provide at least 14-day notice to customers prior to installation. Contractor will provide recommendations

for any additional marketing material based on their experiences, including reasonable documentation to address RF safety concerns should they arise.

3) AMI Electricity Meters

The City shall purchase the meter quantities at the prices specified in

APPENDIX D – PRICING & PAYMENT SCHEDULE of this Contract, subject to price changes as provided herein. The Contractor will deliver FlexNet-enabled Sensus Stratus IQ+ and Aclara kV2c meters according to a mutually agreed schedule. Once agreed upon, Contractor will use commercially reasonable efforts to request that the manufacturer's scheduled delivery dates for meters are not adjusted within twelve (12) weeks of the scheduled delivery date.

Prior to manufacture of full order of FlexNet electric meters and/or modules, Contractor shall require Sensus and their meter sub-suppliers to manufacture and deliver four (4) samples, or other City-designated quantity not to exceed twelve (12), (the "First Articles") of each electric meter and/or module ordered to the City to ensure that the meter and/or module meets the City's Requirements Documentation. Contractor shall require Sensus to commence manufacture of the applicable meters and/or modules according to the agreed upon schedule after the City's acceptance of the First Articles. As used herein, "Requirements Documentation" means the meter order packet, nameplate definition and approval, manufacturing data file, specific metrology configuration, specific FlexNet configuration, meter numbering convention, and labeling information.

All electricity meters shall be UL Listed for compliance with the UL 2735 specification.

All electric meters including the communications module shall be tested at the factory and shipped with the test report. When an electric meter shipment leaves the factory, the Contractor will be responsible for ensuring that two manufacturing files are sent to the City—one for inventory processing purposes and a second for importing into the FlexNet head-end software. The file includes all relevant meter data and test results in the agreed format which will be determined jointly during system integration working sessions. In addition, manufacturing files will be sent to the Contractor's installation subcontractor for inventory management during the project. The Contractor will import factory files to the FlexNet Head End System during the project and train the City employees in this process.

All electric meters are non-cancelable, non-returnable once shipped.

a) Alternate Meter Supplier

The City is not expected to order FlexNet-enabled Aclara single-phase I-210+c meters for the initial deployment. However, upon reasonable notice the Contractor will ensure that Aclara is ready to accept orders for these meters for the City if needed and if available at the time of order placement. Price to be set at the time of order for any single phase Aclara meters added to order.

4) Water Meters & Water Communication Modules

The City shall purchase the meter quantities at the prices specified in

APPENDIX D – PRICING & PAYMENT SCHEDULE of this Contract, subject to price changes as provided herein. The Contractor will deliver Sensus iPERL+, OMNI+ C2, CordoneL, and select quantities of ally® water meters all equipped with FlexNet SmartPoint modules. Additionally, the Contractor will deliver FlexNet SmartPoint retrofit modules for the City’s Kamstrup meters. All products will be delivered according to a mutually agreed schedule. Once agreed upon, Contractor will use commercially reasonable efforts to request that the manufacturer’s scheduled delivery dates for meters are not adjusted within twelve (12) weeks of the scheduled delivery date. No first-article order is required for water meters or communication modules.

All meters shall be tested at the factory and shipped with the test report. When a meter shipment leaves the factory, the Contractor will be responsible for ensuring that a manufacturing file is sent to the City for inventory processing purposes. The file includes all relevant meter data and test results in the agreed format which will be determined jointly during system integration working sessions. In addition, manufacturing files will be sent to the Contractor’s installation subcontractor for inventory management during the project.

SmartPoint modules will also provide a back-up mobile read capability and this capability shall be tested as part of the delivered solution.

5) Base Station & Network Infrastructure Devices (RF Field Equipment)

Prior to the installation of any meters, Contractor shall install and test the RF Field Equipment on the two the following sites:

Base Station Location Name	Latitude	Longitude
E Oak Street Water Tower	27.549820	-81.808968
Wildcat Way Water Tower	27.54643	-81.813119

- The City shall provide Contractor with access to these sites and with adequate space for the RF Field Equipment. If one of these sites cannot be used, Contractor will work with the City to determine alternatives necessary to maintain necessary system performance. Contractor shall provide cellular backhaul for the RF Field Equipment unless the City elects to provide fiber to these locations.

Contractor has recommended two (2) Base Stations and agrees to supply any additional base stations above that number, if needed, to achieve agreed upon coverage from the approved RF design.

All RF Field Equipment shall comply with all applicable FCC Regulations. Any outdoor enclosures shall meet NEMA 4 and be lockable. Door open contacts shall be included that will cause an alarm at the head-end system.

All network equipment shall meet applicable radiation exposure standards, within acceptable human exposure limits. Contractor will provide written instructions for City workers, stating acceptable limitations for working on or around network devices.

Contractor shall provide RF Field Equipment on a Network as a Service (NaaS) basis. The manufacturer will retain ownership of all RF Field Equipment and will be fully responsible for its ongoing maintenance and performance. Contractor will also be responsible for all firmware upgrades including upgrades to endpoint firmware. The City shall be given the opportunity to inspect and approve the functioning system prior to the installation of any meters on customer sites.

6) Communications Network

Contractor shall design the communications network with 100% RF coverage and 100% redundancy utilizing overlapping base station coverage resulting in reliable two-way communications to all Available Meters and proposed non-metering devices located within the City's service territory as indicated on the Sensus propagation study attached in Contractor's proposal as APPENDIX B. The Contractor has performed an RF propagation study to confirm adequate network coverage and will supply any needed communication equipment at no cost to achieve the contractual KPIs. Applicable terms and agreements are listed in **APPENDIX E – Software as a Service and Spectrum Lease Agreement**.

All FlexNet network communications from the base stations to the head-end application shall be encrypted using AES-256 encryption.

7) Handheld Field Tools

Contractor shall provide City with all necessary RF field devices and handheld tools required to install, activate, and maintain the supplied meters. The field devices and tools supplied by Contractor will be able to collect meter data from endpoints in the field should the network go down

8) Non-Metering Devices

Contractor shall provide City with all selected non-metering devices including Smart Gateways and associated intelligent sensors as specified in

9) Head-end applications

Contractor shall provide the Sensus FlexNet Head End software suite (cloud-based Software as a Service (SaaS)) accessed securely through a standard internet browser. The FlexNet head-end shall support customizable dashboards and alert conditions and shall integrate into City's existing systems using either flat file transfers (CSV), web service API commands, and/or real-time access through MultiSpeak. Contractor will facilitate discussions with the City and Sensus Professional Services to determine the best integration method as appropriate for the target interfaces.

Contractor shall provide the Sensus Analytics Enhanced Bundle of applications for meter data management and analytics support, including but not limited to:

- a) Alert Manager (text and email notifications)
- b) Network Command Suite (includes outage visualization)
- c) Xylem Data Lake
- d) Service Management
- e) Pressure Profile (Optional for an extra fee)

Contractor shall work with City on the potential incorporation of non-metering intelligent devices in support of Smart Utility functions integrated within the Sensus FlexNet head-end and supported by the Sensus Smart Gateway communication device (examples applications include use of level sensors, pressure sensors, acoustic leak detectors, and water quality)

10) Software as a Service

Contractor, working in conjunction with the manufacturer, Sensus, shall provide the City with Software as a Service to host the head end system and any other current or future head-end applications and software integrations as further described in **APPENDIX E – Software as a Service and Spectrum Lease Agreement**, throughout the Continuing Services term of the Contract, and any renewal.

11) System Test Fixture

Contractor, working in conjunction with Sensus, shall provide the City with two system test fixtures (one water, one electric), which shall be suitable as a platform for system testing, in-depth training of the City personnel, and City community events if desired.

Each fixture shall be able to be read by the deployed network and head-end system and provide a platform to give demonstrations of system capabilities in various venues such as

City Commission meetings or customer engagement “AMI day”. The fixtures are not meant to be used for meter accuracy testing but shall support system testing of:

- New firmware releases prior to field installation
- Billing and other integrations prior to field rollout
- Testing of new third-party devices offered by Contractor and its sub-suppliers

The fixtures shall support the following general requirements:

- Fixtures shall consist of a portable, wheel mounted, frame capable of self-contained operation
- Fixtures shall have the ability to test each type of non-metering field device to be deployed as part of the project or was offered as an option
- The water test fixture shall:
 - Contain a water reservoir, pump, valves, piping, etc. capable of generating forward and reverse water flow through the meters under test. Configuration must allow testing of all meter functionality (reverse flow, empty pipe, etc.) included in supplier’s proposal.
 - Have the ability to test multiple meters (3 minimum – 4+ preferred)
 - Support meter sizes of up to 1 inch. Larger sizes to be supported as can be reasonably designed and would provide added value.
- The electric test fixture shall:
 - Supply sufficient meter sockets to test each type of proposed electric meter
 - Be wired to support loss of phase testing for polyphase meters
 - Contain appropriate visual indicators to demonstrate applicable functions (i.e. meter connect/disconnect, demand response cutoff, etc.)

The fixtures shall contain:

- At least one of each type of field device to be deployed as part of the project.
- An LCM load control device wired to verify control of a small load.
- A Smart Gateway endpoint.

These devices shall be representative of the devices that will be installed in the field, and configured to the City’s requirements, including nameplates.

12) Integration Services

Contractor shall provide the following system integrations working in conjunction with Sensus Professional Services. Contractor shall require that Sensus provide a lead resource(s) to support all system integration activities required by the project including but not limited

to statement of work, design, development, FSAT testing, and acceptance. The City shall assist the integration efforts by ensuring integrating partners are contracted and enabled to perform their work as well as support any project escalations as required. Contractor and Sensus software integration fees are included in this Contract pricing. Any charges from third parties contracted directly by the City for integration services shall be paid by the City. It must be noted that all integrations must be completed and tested as a part of FSAT before and field deployment occurs. As noted previously, it is Contractor's responsibility to ensure ongoing support of any integration is provided via NaaS/SaaS support. Any integration that ceases to function or has degraded performance resulting from a Sensus head end system or other Contractor software upgrade or patch is the responsibility of the Contractor to resolve.

a) CIS & Billing

Contractor shall provide software integration services that will result in the automatic transfer of the vflex file transfer between the AMI system and the City's existing Tyler ERP Pro CIS & billing system, as approved by the City. Fully automatic transfer of billing data is not supported in this process. In all cases, the City's billing operations must continue to operate without disruption.

b) Customer Portal

Contractor will provide software integration services that will result in the automatic transfer of all pertinent data between AMI system and the City's existing Tyler ERP Pro Smart Meter Access Customer Portal system, as approved by the City.

c) Work Order Management System (WOMS)

Contractor shall integrate their field installation WOMS with the City's billing system to allow for the automatic transfer of all pertinent meter exchange information in support for the City's billing operations. Any applicable fees charged by the City's CIS vendor for alteration of its records shall be the responsibility of the City.

d) GIS LAT/LON integration

Contractor shall collect GIS LAT/LON data for each meter install and include this data as part of the CIS or WOMS integrations. The integration design shall also support any installations done by the City not utilizing Contractor's field installation WOMS. The integration shall also support upload of meter LAT/LON data into the City's existing ESRI ArcGIS system

13) Training

Contractor shall provide training to the City personnel that includes at least the following topics:

- Overview of the AMI product and head-end software
- System operations and troubleshooting which includes interaction between the endpoints and network devices, network devices and the AMI head end, and interaction between the AMI head-end and other system components such as Sensus Analytics, and customer portal.
- Identification, management, and resolution of events and alarms
- Usage of the Tyler ERP Pro billing system integration & billing cycles
- Meter Installation
- Meter Trouble Shooting
- Meter configuration
- Handheld usage
- Network components
- Installation and maintenance procedures
- Post-deployment maintenance of key field data such as meter LAT/LON by City

There will be no cap on the number of City personnel who can attend the training.

The City will provide the following equipment for training at City facilities:

- Projector or Similar Display Screen
- Wi-Fi / High Speed Internet
- Adequate seating for projected attendees
- Student computers for practical instruction, if applicable

Refresher training and training for new employees will be available online, on-demand for City employees on an ongoing basis as needed.

14) Meter Installation

a) General Provisions

Contractor's installation subcontractor (Bermex) shall provide meter installation services for both water and electric services. Use of any other meter installation subcontractor requires approval from the City.

The City will supply a list of medical do not disconnect customers to Contractor. Contractor will manage meter installation in accordance with the requirements of these customers.

The Installation subcontractor shall have all training and documentation needed to be able to execute safe, high-quality installations of all devices. All installation technicians shall go through extensive qualification training and testing before entering the field and will be subject to independent QA/QC checks conducted by the installation subcontractor and/or the City.

Contractor will supply all required field installation tools including handhelds. Contractor shall reseal all electric meters with seals and rings supplied by the City.

Contractor and the City will develop a strategy to avoid billing interference during the installation process and manage the transition from current routes to AML.

The City will provide Contractor with all required premise data to successfully perform the meter exchange initially and for data refreshes throughout the installation period on a mutually agreed basis. Specific data fields to be defined and tested as part of system integration acceptance prior to mass field deployment.

All required meter programming specifications will be established jointly by Contractor and the City prior to commencing the work.

Contractor shall collect LAT/LON location data at the point of the physical meter (with accuracy of up to 10 ft of the meter location) with a resolution of 6 digits. City will work with Contractor to determine the preferred method for collection of these location coordinates as part of the project implementation. Collection of suitable LAT/LON coordinates for each meter is considered an integral part of the definition of a successful meter installation for invoicing purposes.

Contractor shall collect all agreed data and photos as part of the installation process. All such data shall be available for the City's inspection via the subcontractor's WOMS and shall be easily searchable within the WOMS system.

At the completion of the installation portion of the project, Contractor will maintain access to all installation related documentation (pictures, notes, etc.) and their WOMS system for a period of 3 months after the conclusion of the deployment. After that period,

Contractor will provide all documentation (e.g. pictures) appropriately tagged to allow for easy retrieval as required by the City. Contractor will then purge all City specific data including photos from its system and handhelds at the end of the installation warranty period. Contractor shall not purge these data without prior notification of and approval by City

b) Background Checks and Drug Testing

Contractor shall perform a criminal background check, a driver's record check, a citizenship check and a drug test on all installation subcontractor employees, both before employment and randomly during deployment.

c) WOMS System

Installers shall be directed by Contractor using a mobile workforce order management system (WOMS) to manage the meter deployment. Contractor will facilitate a secure connection between the WOMS and the City's CIS system to ensure that these systems stay synchronized throughout the deployment process. The WOMS system shall also be used in supporting field processes such as meter inventory management, QA/QC, customer appointment, complaints, etc. The City shall be granted access to the WOMS throughout the field installation period to conduct necessary operations (records review, access reports, etc.).

Contractor shall use handhelds capable of scanning meter/module bar codes and the WOMS must include processes that ensure that the bar code of the installed meter/module is scanned post-installation such that the data export to the City's billing system is ensured to contain the correct meter to customer correlation. For water meters, this process must also ensure proper correlation of meter module serial number to water meter body serial number.

a) Receipt Inspection

The City will supply a secure fenced location with controlled access during working hours. The Contractor will supply storage containers and access locks for storage and disposal of inventory throughout the project.

Contractor shall receive and inspect inventory, noting any shortages or damages on a signed Bill of Lading. All received inventory will be loaded into WOMS by way of an inventory file or by way of bar-code scanners.

b) Material Issuance to Installers

Contractor will pick, stage, and distribute inventory to its staff daily based on the equipment needs associated with work. All distributed inventory will be assigned to the respective staff in WOMS.

d) Quality Assurance of Field Activities

Contractor will provide a Senior Field Operations Manager and a Working Field Supervisor who will physically QA both completed work and Standard Operating Procedures (SOPs) in the field. They will QA SOPs in real time in addition to auditing completed work so that their management team can provide coaching if necessary and identify/correct negative trends as soon as possible. Physical QA checks will be conducted randomly across installers for at least 2% of all installations. In addition, the installation subcontractor will photo QA 100% of all required installation photographs that it captures in the field as part of its in-house QC program in order to validate the meter attributes before data is transferred to City's CIS.

e) Call Center

Contractor will provide a call center during the deployment period, to provide customer service, appointment scheduling for meter installation as required, managing and recording customer complaints and customer claims. The call center shall be responsible for scheduling all appointments inclusive of proactive call attempts to schedule appointments as part of the due diligence process (item "g" below) as well as reactive calls in response to customer response calls seeking appointments. After hours Call Center hours shall be from 5pm to 7pm (EST). Customers can schedule appointments via an internet portal 24 hours a day or leave a voice message and calls will be returned from 8am to 7pm Monday-Friday.

The call center will track and notify the City promptly of any customer complaints and issue resolutions. The Contractor will respond to and address customer complaints in a timely manner working with the City as necessary. Contractor must initiate resolution of any loss of service customer complaint arising out of installation services by Contractor within 30 minutes, including immediate notification to the City, and Contractor shall work continuously until resolved. Should the Contractor fail to initiate resolution of any loss of service customer complaint within 30 minutes, the City reserves the right to immediately begin work to restore service, and for all costs and expenses associated with restoring service to be paid for by the Contractor, or by the Contractor reimbursing the City for all such costs and expenses. Contractor shall address all other customer complaints arising out of installation services by Contractor within one hour. The call center will schedule an appointment with the customer to investigate any complaint or claim within three days. Contractor shall process and close all claims within two weeks (customer willing). Contractor shall investigate all customer complaints arising out of installation services. Contractor will provide the City with a weekly written report of all open claims along with relevant customer call notes and will discuss open claims during a weekly project status meeting including all customer complaints and actions taken to resolve the complaints. If the investigation reveals that the complaint did not arise out of the installation services, the matter will be reported to the City for resolution.

All calls to and from the call center shall be recorded allowing the City to perform random audits of calls for compliance and quality control. Calls shall be easily identifiable by date/time and call center representative for ease of retrieval.

f) Return Material Authorization (RMA)

Contractor shall be responsible for RMA of product found to be defective during the relevant product's installation. The City shall be responsible for RMA of product that fails or has a suspected failure after successful installation and acceptance by the City. Contractor will provide adequate training to allow City staff to issue and manage RMA requests it generates.

Contractor will follow the RMA procedures outlined in **APPENDIX G – RMA Process** and note inventory that has been designated as RMA in WOMS.

g) Due Diligence Process

Contractor will follow a mutually agreeable and documented due diligence process to ensure that accounts that are not exchanged upon the initial site visit (e.g. Can't Complete) are systematically processed to maximize installation success rate. The process will include:

- A minimum of 2 physical site visits leaving door hangers with contact information for scheduling
- A minimum of 3 proactive calls by the call center for appointment scheduling inclusive of 1 after hour call (6PM – 8PM local time) in the event that the customer has never responded to the door hanger solicitation.
- Proposed sequence of visits and calls and duration between events to be mutually agreed to during the deployment readiness planning work sessions.

h) Return to Utility (RTU) Process

Contractor will follow a mutually agreeable and documented RTU process for remitting accounts to the City. The RTU account represents a final state whereby an account is returned to the City for action in response to a number of factors including safety concerns, completion of the due diligence process, or requested by the City for any reason. In all cases, the City will have the ability to approve acceptance of the account prior to assigning the RTU final state.

i) Utility Intervention Required (UIR) process

Contractor will notify the City in real time, and site anomalies will be photo documented in WOMS if the installer is unable to complete work due to any reason that requires utility intervention to resolve. UIR conditions will be discussed and representative values

employed in WOMS reports as part of the deployment readiness preparations. Examples of UIRs include but are not limited to:

- An unsafe or abnormal operating condition is identified
- A permanent obstruction is present
- A customer refuses service
- Evidence of theft or tampering is present
- The installer finds that the work order is found-complete upon arrival or the supplied meter identification data is incorrect preventing the accurate identification of the account

Once the issue has been referred to the City, the City shall use its best efforts to resolve the UIR item. If the City intervenes and resolves the issue within 10 business days of the issue being referred to the City, Contractor will complete the work as planned and at no additional cost. If the City does not resolve the issue within 10 business days, Contractor will return the work to the Utility (RTU) for completion by the City.

j) Safety and Protective Equipment Requirements

Contractor shall only use installers that have completed a mandatory documented safety program. This includes OSHA required training, which shall include, at a minimum, electrical and arc flash hazards as well as safe driver training.

Major safety issues and all accidents will be reported to the City immediately along with a follow-up root cause analysis and measures taken to address the issue and prevent reoccurrence. Minor safety issues or accidents and/or near misses will be reported weekly during project status meetings. The City shall have the right to stand-down the project at no cost in the event of repeated safety violations or the presence of major safety issues.

Reporting forms and processes will be mutually defined between the City and Contractor prior to starting any field installation work. The City reserves the right to issue a stand down at no cost due to excessive or significant safety violations.

Installers and any other Contractor field personnel will use the following personal protective equipment, signage, and ID:

- Electric Meter Installers: FR Shirt, FR High Viz Safety Vest, FR Trousers, Protective Work Boots, Hard Hat, Face Shield, Class 0 Insulated Gloves, and Leather Protectors.
- Water Meter Installers: Safety Orange Shirt or High Viz Safety Vest, Steel Toed Work Boots, Gloves.

- **Vehicle Signage:** Installation personnel shall drive vehicles that are clearly identifiable with specific signage that is reviewed and approved by the City.
- **ID:** Installers shall carry and display ID badges approved by the City and must be uniformly dressed.

k) Personnel Behavior and Right to Remove Personnel

Every project team member and installation personnel is expected to treat City staff and end customers with the upmost respect and care. The City shall have the right to deny access to City property to any team member or installer and request their removal from the project for anyone that does not meet this standard of care or for any other reason deemed detrimental to the project or the City's staff/customers.

l) Scrap Materials

Contractor shall process all scrap meters (i.e. storage, disposal, recycling etc.) and City-owned scrap materials on a mutually agreeable periodic basis. All disposal permitting and handling (including batteries) shall be the responsibility of Contractor. Contractor shall provide acceptable scrap value of materials (adjusted for applicable administrative fees in the amount of 15% to all credited invoices) with the preferred method for such a credit being offsets towards outstanding invoices.

Pricing for salvage meters is listed in APPENDIX D – PRICING & PAYMENT SCHEDULE.

m) Electric Meter Installation

Contractor shall ensure that electric AMI meters are initially readable from the head-end system post-installation before invoicing, and shall provide the City Supporting Documentation validating the installation was deemed successful as set forth in Article 8.

Contractor shall obtain before and after photos for all meters. Photos shall include clear views of meter register reading and serial number. All photos will be time stamped and geotagged.

The City will provide a list of bi-directional metered customers to the Contractor project manager. If bi-directional metering customers require a special meter configuration, the Contractor project manager shall ensure that Contractor provides meters that are enabled for bi-directional metering to these customers.

Contractor will not be responsible for claims of damage or inconvenience by utility customers caused by the necessity to disconnect power temporarily to install the new electric meter, or caused by the power being turned back on after installation, provided that Contractor has followed the agreed installation procedures including customer notification.

n) Water Meter Installation

Contractor shall ensure that water AMI meters are initially readable from the head-end system post-installation before invoicing, including providing City Supporting Documentation validating the installation was deemed successful as set forth in Article 8.

Contractor shall obtain before and after photos for all meters. Photos shall include clear views of meter register reading and serial number. All photos will be time stamped and geotagged.

Contractor must include opening any isolation valve that was closed for installation (like curb stops and verify flow and meter registration (if possible by opening hose bib or other user controllable flow mechanism)

Contractor will be responsible for performing all agreed field work and water pit remediation activities including meter box replacements, grading of select boxes, pit vacuuming as needed, meter yoke replacement, and plumbing repairs (valves, line breaks). The City shall work with Contractor at the start of the project to review and agree on relevant field procedures for these activities.

Contractor is responsible for any damages it causes within 24" on either side of the water meter resulting from the Project installation. Any damages caused by Contractor within this 24" area will be promptly repaired by Contractor at its expense. Contractor is not liable for payment for repairs made by the City when Contractor was not notified of the issue or given an opportunity to inspect the site or perform the work with its own forces, provided that the City shall not be required to provide Contractor prior notice and an opportunity to inspect the site or perform the work with Contractor's own forces if repairs are required to be made during weekends, holidays, or overnight. Contractor is not liable for damages outside the 24" 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 the City's written request, repair them for a negotiated price.

Contractor will not be responsible for claims of damage or inconvenience by utility customers caused by the necessity to disconnect water temporarily to install the new water meter, or caused by the water being turned back on after installation.

Contracted meter change outs contemplate a standard like-for-like meter lay-length change out. In the event that locations exist which require nonstandard work (i.e., move a service location, move fences or other customer structures and 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. Should Contractor, in its sole discretion, determine that any portion of the Work is unsafe, that portion of the Work will be considered nonstandard and will be excluded from the Project.

Contractor shall have a process for accepting and tracking these work orders which will be performed at the rates set forth in

APPENDIX D – PRICING & PAYMENT SCHEDULE.

o) Non-Metering Network Device Installation

Contractor shall have a process to ensure any non-metering network device is communicating with the head-end system post-installation before invoicing. Appropriate installation photos and any supporting documentation shall be collected as mutually agreed prior to deployment

The City must approve the network design and planned equipment locations, mounting details and power requirements prior to installation. All work shall be performed by Contractor. The City will provide on-site power and will provide Contractor with access to the sites as needed to perform the work.

Contractor will program and configure the Base Stations as a part of their installation process.

15) Supporting Documentation

Contractor will provide a Visio system diagram of the plan, from head-end system down to field devices. An "as-built" update of this Visio diagram will be provided prior to project closure. A full complement of operator's manuals, installation instructions, and related materials will be furnished as part of the training.

ARTICLE 4 - SYSTEM ACCEPTANCE & PERFORMANCE

System Verification & Acceptance

a) Functional System Acceptance Testing (FSAT)

The Contractor will submit an FSAT test plan to allow the City to verify the functionality defined in the project specification inclusive of integrations to the City systems as specified. The City shall have the right to review this plan and require changes before approving it for use.

If any special test equipment is needed to exercise a system function, Contractor shall loan such devices to the City for the test duration.

Contractor will deliver sufficient meters (of each meter form which the City will order), a load control module and a smart gateway endpoint to support FSAT testing on the system test fixtures. Contractor shall expedite ordering ~100 or more of each of electric and water meters after FSAT acceptance should meter lead times exceed six months.

This test will cover, at a minimum, the following items:

- Communication Network
- Residential and commercial water and electricity meters
- Non-metering devices
- Daily read schedule, including interval data and demand reads
- On-request reads and connect/disconnect operations
- Appropriate alarms/event indications for both electric and water meters (e.g. tilt/tamper, reverse flow, leak etc.)
- Process of updating the CIS with work order files from installer WOMS
- All integrations including:
 - Billing
 - Customer Portal
 - WOMS
 - GIS LAT/LON

The System Test Fixture will be used to facilitate this test supplemented with a very small number of select “friendly” field installs if desired by the City. FSAT completion and acceptance must occur and be signed off by the City prior to the start of field deployment. Any exceptions or conditional passes must be approved by the City.

It is important to note that FSAT and SAT are separate tests with FSAT occurring prior to any field deployment and SAT occurring at 95% deployment completion.

b) System Acceptance Test (SAT)

Contractor will submit a final SAT plan to allow the City to verify the functionality defined in the project specification inclusive of integrations to the City systems as specified with the majority of field meters deployed.

SAT testing will be conducted when 95% or more of meters and field devices are deployed and shall confirm operational readiness of the system and resolution of any outstanding issues from the initial testing. The City shall have the right to review this plan and require changes before approving it for use.

It is important to note that FSAT and SAT are separate tests with FSAT occurring prior to any field deployment and SAT occurring at 95% deployment completion.

Ongoing System Performance

The FlexNet head-end system will provide a number of monitoring and real time performance screens that can be tracked by the City to verify the system's performance.

a) System Availability

Throughout the Continuing Services term of the Contract, and any renewal, Contractor shall require Sensus to ensure 99% or higher availability (uptime) for the Software as a Service, as described in **APPENDIX E – Software as a Service and Spectrum Lease Agreement**.

In the event that RF interference affecting system performance occurs, Contractor will require Sensus to determine the source of the interference and resolve it pursuant to the spectrum manager lease.

b) Read Performance

Throughout the Continuing Services term of the Contract, and any renewal, Contractor shall require Sensus to ensure the FlexNet network will provide 100% coverage for all of the City's available meters within the territory covered by the propagation study, with 100% redundancy coverage for all available meters ensuring a 98% or greater daily read success for electric and water including load profile data by 6 AM each day. Missing reads from available meters shall automatically be collected by a retry strategy that ensures that 100% of register and load profile data for any given day are read within 3 days. If the City's service territory expands, coverage re-evaluation and mutually agreed upon re-design and service costs will apply.

c) On-Demand Read Operations

On-demand reads from the head-end system for any metered or status quantity from any electric meter shall succeed in 10 seconds or less for 98% of read attempts.

For water meters, these on-demand reads shall succeed in 90 seconds or less for 98% of read attempts for an individual meter. Small batches of on-demand reads (<240 meters) shall succeed in 1 minute or less. Large batches of on-demand reads (>240 meters) shall be available in 4 hours.

In all cases, these reads will provide a fresh reading from the meter, not old, stored data in a communication device or database, and only apply to Available Meters.

d) Connect/Disconnect Operations

Electric meter disconnect/reconnect requests shall occur after initiation with confirmation received within 1 minute with the majority confirming in 30 seconds for 98%

of requests. Water disconnect/reconnect requests shall occur after initiation with confirmation received no later than 2 minutes with the majority of confirmations occurring within 1 minute for 98% of requests.

Each disconnect action shall also return the current register reads.

e) Outage Reporting

Electric meter outages shall be reported to the head-end system and viewable on the NetMetrics UI which allows users to visualize outages in near real-time after permanent outage determination for 99% of occurrences for individual meter outages and outages affecting 200 meters or less. Text messages and emails sent as part of the Alarm Message & Manager RNI Add-on application can be initiated within 1 minute of the head-end system receiving the related notification. This notification should contain all outages present at the time the message is sent. Sending a text and/or email per outage is not acceptable. All power outage and restoration events are timestamped and logged in the head end system, which supports real-time outage and restoration message integration with the addition of an OMS Outage Management system.

This functionality will be fully tested during FSAT and response and notification times will be documented in the test report and acceptance of that performance will require mutual concurrence.

f) Firmware Updates

The Contractor will be responsible for all firmware updates throughout the life of the system as part of the contracted NaaS/SaaS services. All firmware upgrades will be conducted as needed to maintain the AMI system while allowing for normal operation to occur concurrently during updates.

ARTICLE 5 - BONDS, INSURANCE/LICENSED INSURERS

- a) Within five (5) business days of receipt of Contract Documents, the Contractor shall furnish a Payment Bond and a Performance Bond in an amount equal to one-hundred percent (100%) of the amount of the Contract Price, made out to the City in forms and formats approved by the Owner, as security for the faithful performance of the Work of Contract, in accordance with Section 255.05, Florida Statutes. In no case shall the date on the bonds form be prior to that of the executed Contract. The surety must be authorized and licensed to transact business in Florida. The Payment and Performance Bonds will be in place for the duration of the Delivery and Installation Project only.
- b) A fully executed Payment Bond and Performance Bond must be recorded with the Clerk of Hardee County Court and delivered to the City before Work may commence. If the Contractor fails or refuses to furnish or record the required bonds, the City will retain the Contractor's Bid Security as liquidated damages.

- c) Before starting and until Final Acceptance of the Delivery and Installation Project, and without in any way limiting or altering its liability under the Contract, the Contractor shall procure and maintain at its sole expense, insurance of the types and in the minimum amounts stated below:

Schedule	Amount
<u>Workers' Compensation</u>	
Florida Statutory Coverage and Employer's Liability (including appropriate Federal Acts)	Statutory Limits (Workers' Compensation) As required by law (Employer's Liability)
<u>Contractor's General Liability</u>	
Completed Operations and Products Liability	\$1,000,000/occurrence,
Property damage and bodily injury	\$2,000,000 annual aggregate
<u>Personal Injury Liability(Included in General Liability)</u>	
Property Damage Liability insurance will provide Explosion, Collapse and Underground Hazards (XCU Coverage) as appropriate	
<u>Automobile Liability</u>	
Bodily Injury	\$200,000/person, \$400,000/accident
Property Damage	\$400,000/accident
<u>Contractual Liability (Included in General Liability)</u>	
Bodily Injury	\$500,000/accident
Property Damage	\$1,000,000 annual aggregate

Builder's Risk Insurance

Not Required

- d) The Contractor's General Liability policies shall be effective until Final Acceptance of the Work. Limits may be met through a combination of primary coverage and Umbrella or Excess Liability. The above Indemnification provision is separate and is not limited by the type of insurance or insurance amounts stated above.
- e) The Contractor shall specify the City and all of its Officers, Agents, and Employees, and the Engineer as additional insureds for all coverage except Workers' Compensation and Employer's Liability. Such insurance shall be primary to any and all other insurance or self-insurance maintained by the City. The Contractor shall provide the City with a Certificate of Insurance. The Certificate of Insurance must name as an additional insured the City and all of its Officers, Agents, and Employees, excluding worker's compensation and Employer's Liability; must provide that such insurance is primary to any other insurance available to the additional insureds with respect to claims covered under the policy; and must provide that such insurance coverage applies separately to each insured against whom claims are made or suit is brought; but the inclusion of more than one insured shall not operate to increase the insurer's limit of liability.
- f) Such insurance shall be written by a company or companies licensed to do business in the State of Florida and satisfactory to the City. All insurance coverage shall be written with an insurer having an A.M. Best Rating of at least the "A-" category and size category of VII. Prior to commencing any Work under this Contract, certificates evidencing the maintenance of the insurance shall be furnished to the City for approval. All policies required under this section must be an "Occurrence" form. The policies shall contain a waiver of subrogation in favor of the City.
- g) The Contractor's and its Subcontractors' Certificates of Insurance shall be mailed to the City at City of Wauchula, 126 South 7th Avenue, Wauchula, Florida 33873.
- h) The insurance certificates shall provide that no cancellation, including expiration and non-renewal, shall be effective until thirty (30) days after receipt of written notice by the City.
- i) If there is any failure by the Contractor to comply with the provisions of this section, the City may, at its option, on notice to the Contractor, suspend the work for cause until there is full compliance.

- j) If Contractor fails to provide City with a certificate of insurance or if Contractor allows a policy to lapse during the term of the Contract, the City may, at its sole discretion, purchase such insurance at the Contractor's expense provided that the City shall have no obligation to do so and if the City shall do so, it shall not relieve the Contractor of its obligation to obtain insurance. Notwithstanding anything contained in the Contract to the contrary, the City hereby accepts Contractor's certificate of insurance and endorsements in full compliance with all insurance requirements, including but not limited to notice requirements, coverage, language, policy limits, policy forms and deductible amounts. The parties agree that Contractor's insurance is provided on a contributory basis, and is primary, but only to the extent of the products, services, and operations of Contractor.
- k) The Contractor shall not be relieved of or excused from the obligation to obtain and maintain such insurance amount and coverages
- l) Any subcontractors of the Contractor shall procure and maintain the insurance required of the Contractor hereunder during the life of the subcontract. Subcontractors' insurance may be either by separate coverage or by endorsement under insurance provided by the Contractor.

ARTICLE 6 - CONTRACTOR'S RESPONSIBILITIES

1) Supervision and Superintendence

- a) Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents.

2) Services, Materials, and Equipment

- a) Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start-up, and completion of the Work, except the City will be responsible for providing electric power to the sites where any infrastructure is installed.
- b) All materials and equipment incorporated into the Work shall be as specified or, if not specified, shall be of good quality and new, except as otherwise provided in the Contract Documents.

- c) All materials and equipment shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable supplier, except as otherwise may be provided in the Contract Documents.

3) Progress Schedule

- a) The parties shall adhere to the progress schedule established in accordance with ARTICLE 2 - STATEMENT OF WORK & SCHEDULE as it may be adjusted from time to time as provided below.

4) Concerning Subcontractors, Suppliers, and Others

- b) Contractor shall not employ any subcontractor, supplier, or other individual or entity (except those acceptable to the City as indicated in this Contract), whether initially or as a replacement, against whom the City may have reasonable objection.
- c) Contractor shall be fully responsible to the City for all acts and omissions of the subcontractors, suppliers, and other individuals or entities performing or furnishing any of the Work just as Contractor is responsible for Contractor's own acts and omissions. Nothing in the Contract Documents:
 - a) shall create for the benefit of any such subcontractor, supplier, or other individual or entity any contractual relationship between the City or its Owner's Engineer and any such subcontractor, supplier or other individual or entity; nor
 - b) shall create any obligation on the part of the City or its Owner's Engineer to pay or to see to the payment of any moneys due any such subcontractor, supplier, or other individual or entity except as may otherwise be required by laws and regulations.
- d) Contractor shall be solely responsible for scheduling and coordinating the Work of subcontractors, suppliers, and other individuals or entities performing or furnishing any of the Work under a direct or indirect contract with Contractor.

5) Infringement Indemnity

- a) Contractor shall indemnify and hold harmless the City from and against any judgment by a court of competent jurisdiction or settlement reached from any litigation instituted against the City in the United States by a third party which alleges that the FlexNet System provided hereunder infringes upon the patents or copyrights of such third party, provided that Contractor shall have the right to select counsel in such proceedings and control such proceedings. Notwithstanding the foregoing, Contractor shall have no liability under this indemnity unless the City cooperates with and assists Contractor in any such proceedings and gives Contractor written notice of any claim hereunder within fourteen (14) days of receiving it. Further, Contractor shall have no liability hereunder if such claim is related to; (i) any change, modification or alteration made to the FlexNet System by the City or a third party, (ii) use of the FlexNet System in combination with

any goods or services not provided by Contractor hereunder, (iii) the City failure to use the most recent version of the Software or to otherwise take any corrective action as reasonably directed by Contractor , (iv) compliance by Contractor with any designs, specifications or instructions provided by the City or compliance by Contractor with an industry standard, or (v) any use of the FlexNet System other than for the Permitted Use. In the event the FlexNet System is adjudicated to infringe a patent or copyright of a third party and its use is enjoined, or, if in the reasonable opinion of Contractor, the FlexNet System is likely to become the subject of an infringement claim, Contractor, at its sole discretion and expense, may; (i) procure for the City the right to continue using the FlexNet System or (ii) modify or replace the FlexNet System so that it becomes non-infringing.

- b) This Infringement Indemnity provision shall survive the completion, expiration, or termination of this Contract.

6) Permits

- a) Contractor shall obtain and pay for all construction permits and licenses. The City shall assist Contractor, when necessary, in providing the information needed to obtain such permits and licenses.

7) Laws and Regulations

- a) Contractor shall give all notices required by and shall comply with all laws and regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable laws and regulations, neither the City nor Owner's Engineer shall be responsible for monitoring Contractor's compliance with any laws or regulations.

8) Taxes

- a) The City shall pay all sales, consumer, use, and other similar taxes required to be paid by the City in accordance with applicable laws and regulations. Contractor shall pay all sales, consumer, use, and other similar taxes required to be paid by Contractor in accordance with applicable laws and regulations.

9) Record Documents

Contractor shall maintain in a safe place one record copy of all drawings, specifications, addenda, Change Orders, field orders, and written interpretations and clarifications in good order and annotated to show changes made during construction. These record documents will be available to the City for reference. Upon completion of the Work, these record documents will be delivered to the City.

10) Safety and Protection

- a) Contractor shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. Such responsibility does not relieve subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety laws and regulations. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:
 - a) all persons who may be affected by the Work;
 - b) all the Work and materials and equipment to be incorporated therein; and
 - c) other property, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.
- b) Contractor shall comply with all applicable laws and regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify owners of adjacent property and of underground facilities and other utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property.
- c) Contractor shall comply with the applicable requirements of the City's safety programs, if any. The City will disclose any applicable safety programs in advance of work to Contractor.
- d) Contractor shall inform the City and Owner's Engineer of the specific requirements of Contractor's safety program with which the City's and Owner's Engineer's employees and representatives must comply while at the Site.
- e) Subject to Section 17, all damage, injury, or loss to any property referred to in this Contract caused, directly or indirectly, in whole or in part, by Contractor, any subcontractor, supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor (except to the extent damage or loss is attributable to the fault of drawings or specifications, or caused by the acts or omissions of any End User, the City, or anyone employed by any of them, or anyone for whose acts any of them may be liable, or other third parties not under the direction or control of Contractor).

11) Safety Representative

- a) Contractor shall designate a qualified and experienced safety representative whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.

12) Hazard Communication Programs

- a) Contractor shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers in accordance with laws or regulations.

13) Emergencies

- a) In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor is obligated to act to prevent threatened damage, injury, or loss. Contractor shall give the City and Owner's Engineer prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof. If the City or Owner's Engineer determines that a change in the Contract Documents is required because of the action taken by Contractor in response to such an emergency, a Work Change Directive or Change Order will be issued.

14) Continuing the Work

- a) Contractor shall carry on the Work and adhere to the progress schedule during all disputes or disagreements with the City. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as permitted by this Contract or as the City and Contractor may otherwise agree in writing.

15) Contractor's General Warranty Regarding Performance of the Work

- a) Contractor warrants that it will perform all Work in a good and workmanlike manner. The extent of the warranty to be provided by Contractor hereunder is set forth in the City of Wauchula Warranty attached hereto in EXHIBIT F.

16) Indemnification

- a) Contractor shall, to the fullest extent permitted by law, indemnify, defend, and hold harmless the City and all of its officers, commission members, and employees from third-party claims, suits, liability, loss, expense, or damages, including reasonable attorneys' fees and costs, to the extent caused by the negligent acts or omissions by, the willful misconduct of, or the failure to comply with applicable laws by Contractor or those for whom the Contractor is responsible in the performance of this Contract. The indemnification required under this Contract will not be limited in any way by the limits, terms, or conditions of any insurance policy.

- b) Contractor, for itself and on behalf of its agents, employees, subcontractors, and subconsultants, shall to the fullest extent permitted by law indemnify, and hold the City and all of its officers, commission members, and employees harmless from and against any and all losses, expenses, claims, demands, and causes of action, including reasonable attorneys' fees and costs, asserted against the City by any person (including without limitation, Contractor's employees, Contractor's subcontractors and subconsultants, and employees of such subcontractors and subconsultants), for injury to persons, including death, or for loss of or damage to property, to the extent caused by the negligent acts or omissions of Contractor or any entity for which it is responsible in performing the Work, or the violation by Contractor or any entity for which it is responsible of any law, regulation, ordinance, code or standard applicable to the Work. The indemnification required under this Contract shall not be limited in any way by the limits, terms, or conditions of any insurance policy.
- c) This Indemnification provision shall survive the completion, expiration, or termination of this Contract.

17) Jessica Lunsford Act (Section 1012.32, Florida Statutes)

- a) Background screening requirements for certain non-instructional school district employees and contractors.— (1) Except as provided in s. 1012.467 or s. 1012.468, non-instructional school district employees or contractual personnel who are permitted access on school grounds when students are present, who have direct contact with students or who have access to or control of school funds must meet level 2 screening requirements as described in s. 1012.32. Contractual personnel shall include any contractor, individual, or entity under contract with a school or the school board. (2) Every 5 years following employment or entry into a contract in a capacity described in subsection (1), each person who is so employed or under contract with the school district must meet level 2 screening requirements as described in s. 1012.32, at which time the school district shall request the Department of Law Enforcement to forward the fingerprints to the Federal Bureau of Investigation for the level 2 screening. If, for any reason following employment or entry into a contract in a capacity described in subsection (1), the fingerprints of a person who is so employed or under contract with the school district are not retained by the Department of Law Enforcement under s. 1012.32(3)(a) and (b), the person must file a complete set of fingerprints with the district school superintendent of the employing or contracting school district. Upon submission of fingerprints for this purpose, the school district shall request the Department of Law Enforcement to forward the fingerprints to the Federal Bureau of Investigation for the level 2 screening, and the fingerprints shall be retained by the Department of Law Enforcement under s. 1012.32(3)(a) and (b). The cost of the state and federal criminal history check required by level 2 screening may be borne by the district school board, the contractor, or the person fingerprinted. Under penalty of perjury, each person who

is employed or under contract in a capacity described in subsection (1) must agree to inform his or her employer or the party with whom he or she is under contract within 48 hours if convicted of any disqualifying offense while he or she is employed or under contract in that capacity.(3) If it is found that a person who is employed or under contract in a capacity described in subsection (1) does not meet the level 2 requirements, the person shall be immediately suspended from working in that capacity and shall remain suspended until final resolution of any appeals.

18) E-Verify Requirements

Effective January 1, 2021, public and private employers, contractors, and subcontractors must require registration with, and use of the E-Verify system in order to verify the work authorization status of all newly hired employees. Contractor acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

(1) All persons employed by Contractor to perform employment duties within the State of Florida during the term of the Contract; and

(2) All persons (including subcontractors/subvendors/subconsultants) assigned by Contractor to perform work pursuant to this Contract with the City. Contractor acknowledges and agrees that the use of the U.S. Department of Homeland Security's E-Verify System during the term of this Contract is a condition of the Contract with the City.

By entering this Contract with the City, Contractor becomes obligated to comply with the provisions of Section 448.095, Florida Statutes, "Employment Eligibility." This includes, but is not limited to, use of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit to Contractor attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Contractor agrees to maintain a copy of such affidavit for the duration of this Contract. Failure to comply with this section will result in the termination of this Contract as provided in Section 448.095, Florida Statutes, and Contractor may not be awarded a public contract for at least one (1) year after the date on which the Contract was terminated. Contractor will also be liable for any additional costs to the City incurred as a result of the termination of this Contract in accordance with this section.

ARTICLE 7 - THE CITY'S REPRESENTATIVE (OWNER'S ENGINEER) DURING CONSTRUCTION

1) The City's Representative

- a) The City will engage an Owner's Engineer, who is Quanta Technology, to act on their behalf on technical matters during the construction period. The City's Owner's Engineer shall also serve as the City's project manager.

2) Visits to Properties

- a) The City's Owner's Engineer will make visits to the properties at intervals appropriate to the various stages of construction as the Owner's Engineer deems necessary in order to observe as an experienced and qualified design professional the progress that has been

made and the quality of the various aspects of the Contractor's executed Work. Based on information obtained during such visits and observations, the Owner's Engineer, for the benefit of the City, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. The Owner's Engineer will not be required to make exhaustive or continuous inspections to check the quality or quantity of the Work. Owner's Engineer's efforts will be directed toward providing for the City a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, the Owner's Engineer will keep the City informed of the progress of the Work and will endeavor to guard the City against defective Work.

3) Rejecting Defective Work

- a) The Owner's Engineer will have authority to reject Work which they believe to be defective, or that they believe will not produce a completed project that conforms to the Contract Documents or that will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. The Owner's Engineer will also have authority to require special inspection or testing of the Works, and remediation, whether or not the Work is fabricated, installed, or completed.

ARTICLE 8 - PAYMENTS TO CONTRACTOR

Delivery and Installation Project payments are governed by this article. Continuing Services payments are governed by passing the FSAT as set forth elsewhere in this Contract. Notwithstanding anything to the contrary herein, invoicing and payment terms are set forth in APPENDIX D – PRICING & PAYMENT SCHEDULE.

- a) **Supporting Documentation for Invoice Validation:** Contractor shall submit the following documentation to support each invoice:
 - i. Contractor shall submit supporting documentation validating the installation was deemed successful, including a report from the head-end system listing each meter (ID) that is being invoiced, communication module (ID), site address, last reading date, electric meter form, electric meter class, water meter size, LAT/LON coordinates. Successful installations are deemed those that have successfully read within the last 5 days (for the purposes of invoicing), and have valid LAT/LON coordinates in accordance to system requirements.
 - ii. Contractor will provide City lien waivers from Contractor and its subcontractors within 30 days after each payment from the City. For clarity, manufacturers are not subcontractors.

b) Final Payment Affidavit

Prior to final payment for the Delivery and Installation Project, Contractor will provide an affidavit stating (a) the work was completed in accordance with the Contract; (b) that all previous progress payments received on account of the work performed have been applied on account to discharge Contractor's legitimate obligations associated with prior invoices; and (c) that Contractor has provided City all product warranties, operating manuals, instruction manuals and other record documents customarily required for AMI systems.

c) Payment Becomes Due:

- a) Thirty days after presentation of the invoice to the City, the amount will (subject to the provisions of this article) become due, and when due will be paid by the City to the Contractor.

d) Reduction in Payment:

- a) The City may refuse to make payment of the full amount because:
 - 1. claims have been made against the City on account of the Contractor's performance or furnishing of the Work;
 - 2. liens have been filed in connection with the Work, except where the Contractor has delivered a specific bond satisfactory to the City to secure the satisfaction and discharge of such liens;
 - 3. there are other items entitling the City to a set off against the amount recommended; or
 - 4. the City has issued a notice of breach to the Contractor and the Contractor has not substantially commenced efforts to cure the breach within 10 days of the notice and thereafter diligently pursued correction.
- b) If the City refuses to make payment of the full amount, the City will give the Contractor immediate written notice (with a copy to the Owner's Engineer) stating the reasons for such action and promptly pay the Contractor any amount remaining after deduction of the amount so withheld. The City shall promptly pay the Contractor the amount so withheld, or any adjustment thereto agreed to by the City and the Contractor, when the Contractor remedies the reasons for such action.

ARTICLE 9 - CHANGES IN THE WORK; CLAIMS

1) Unauthorized Changes in the Work

- a) Contractor shall not be entitled to an increase in the contract price or an extension of the contract times with respect to any work performed that is not required by the Contract Documents as amended, modified, or supplemented, except in the case of force majeure, an emergency, or in the case of uncovering a change in assumptions related to the Work.
- b) In the event, however, a change to the Work becomes necessary resulting from conditions that are clearly unforeseen and that could not have been discovered, or that are the result of force majeure or an emergency, the costs for adjusting the Work in response to such unforeseen conditions shall be addressed as stated herein.

2) Authorized Changes in the Work and Change Orders

- a) The Engineer may issue to the Contractor a written Field Order to authorize minor changes to the Work having no impact on Contract Price or Contract Time. If the Contractor anticipates that the Field Order work will impact the Contract Price or Contract Time the Contractor should immediately notify the Engineer.
- b) In the event of an emergency endangering life or property where it is appropriate for the Contractor to take action, the Contractor shall undertake such actions to preserve life and property. The City and the Contractor will determine after emergency is concluded, the extent of out-of-scope work performed by the Contractor, and the City will issue a Change Order or amend the Contract for such work, if any and as necessary.
- c) Without invalidating the Contract and without notice to any surety, City may order additions, deletions, or revisions in the Work by a Change Order. Upon both parties signing any such Change Order, Contractor shall promptly proceed with the Work, which will be performed under the applicable conditions of the Contract.
- d) The City will determine the value of work covered by a change order using one of the following methods:
 - 1. Where the work is covered by established unit prices contained in the Contract, the unit price, if the City agrees that this is a fair and reasonable price; otherwise, a negotiated price will be applied to the quantity of work at the discretion of the City;
 - 2. By mutual acceptance of lump sum price;
 - 3. By actual cost and a mutually acceptable fixed amount for overhead and profit; or

4. Where Bid Price was based on estimated quantities, prior to making final payment, the City will determine actual quantities using sampling, surveying and other industry recognized means and prepare a Change Order adjusting the price to reflect actual volumes.
 5. If Contractor is unable to agree on the amount or extent, if any, of an adjustment to the Contract price or Contract times, or both, resulting from the Change Order, Contractor may file a Notice of Claim as provided in the Contract.
- e) All Work defined on Field Orders, Work Change Directives and Change Orders shall be subject to the conditions of the Contract, unless specifically noted on the Field Order Form, Work Change Directive Form, or Change Order.

ARTICLE 10 - CHANGE OF CONTRACT PRICE; CHANGE OF CONTRACT TIMES

1) Change of Contract Price

- a) Contract prices may only be changed by a Change Order. Any claim for an adjustment in a contract price shall be based on written notice submitted by the party making the claim.
- b) The value of any Work covered by a Change Order or of any claim for an adjustment in contract price will be determined as set forth in Article 9, Section 2(d) above.

2) Change of Contract Times

- a) The contract times may only be changed by a Change Order. Any claim for an adjustment in the contract times shall be based on written notice submitted by the party making the claim.

3) Delays

- b) If the City or other contractors performing other work for the City , or anyone for whom the City is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in the contract price or the contract times, or both.
- c) If Contractor is delayed in the performance or progress of the Work by Force Majeure, then Contractor shall be entitled to an equitable adjustment in contract times, contract price, or both. Such adjustments shall be Contractor's sole and exclusive remedy for the delays described in this subsection.

- d) Contractor shall not be entitled to an adjustment in contract price or contract times for delays within its control. Delays attributable to and within the control of a subcontractor or supplier shall be deemed to be delays within the control of Contractor.

ARTICLE 11 - SUSPENSION OF WORK AND TERMINATION

1) The City May Suspend Work

- a) At any time and without cause, the City may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by providing Contractor notice in writing, which written notice will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be granted an adjustment in the contract price or an extension of the contract times, or both, directly attributable to any such suspension. Contractor will submit a claim for any increase in price resulting from the suspension, but Contractor will automatically be granted an extension of time equivalent to the suspension without the need to submit a claim. No adjustment in the contract price shall be granted where the suspension of Work is caused by Contractor's negligence, or the negligence of any of its subcontractors, or where the suspension is caused by Contractor's failure to perform, or the failure to perform by any of Contractor's subcontractors.

2) The City May Terminate for Cause

- a) The City may provide Contractor written notice to discontinue all Work upon the occurrence of any of the following events, which constitute an Event of Default justifying termination for cause:
 - 1. Contractor assigns the Work without prior written permission;
 - 2. Any petition is filed or any proceeding is commenced by or against Contractor for relief under any bankruptcy or insolvency laws;
 - 3. A receiver is appointed for the Contractor's properties or Contractor commits any act of insolvency (however evidenced);
 - 4. Contractor makes an assignment for the benefit of creditors;
 - 5. Contractor suspends the operation of a substantial portion of its business that directly impacts its performance under this Contract;
 - 6. Contractor suspends the whole or any part of the Work to the extent that it impacts its ability to meet the Work schedule, or Contractor abandons the whole or any part of the Work, except when such suspension or abandonment is premised upon the City's failure to pay Contractor for Contractor's undisputed Work after Contractor has met all requirements for payment under Article 8.

7. Contractor at any time, violates any of the material conditions or provisions of the Contract Documents, or substantially fails to perform as specified in the Contract Documents, or is not substantially complying with the Contract Documents and Contractor fails to substantially commence efforts to cure within 10 days of notice from the City and thereafter fails to diligently pursue correction;
 8. Contractor attempts to willfully impose upon the City items or workmanship that are defective or of unacceptable quality;
 9. Contractor breaches any of the representations or warranties (excluding product warranties) contained herein;
 10. Contractor is determined, in the City's sole opinion, to have misrepresented the utilization of funds or misappropriated property belonging to the City.
- b) If, within twenty (20) days after service of such notice of an Event of Default upon Contractor, an arrangement satisfactory to the City has not been made by Contractor for continuance of the Work, the City may declare Contractor in default by written notice to the Contractor and the surety.
- c) Once Contractor is declared in default, the surety shall assume Contractor's place in all respects. If the surety has not exercised its option, then without further notice to Contractor or the surety, the City may terminate the Contract and shall have the power to complete the Work herein described as it may determine. In such a case, the City shall have the right to take possession of and use any of the materials, tools, equipment, supplies and property of any kind provided by Contractor for the purpose of this Work. However, the City may not take possession of the RF Field Equipment provided by Contractor.
- d) The City will charge the expense of completing the Work to Contractor and will deduct such expenses from monies due, or which at any time thereafter may become due, to Contractor. If such expenses are more than the sum that would otherwise have been payable under the Contract, then Contractor shall pay the amount of such excess to the City upon notice of the expenses from the City. The City will make reasonable efforts to mitigate the excess costs of completing the Work.
- e) This provision shall in no way limit the City's right to all remedies for nonperformance provided under law or in equity, except as specifically set forth herein. In the event of termination for nonperformance, Contractor shall immediately surrender all Work records to the City. In such a case, the City may offset any money owed to Contractor against any liabilities resulting from Contractor's nonperformance.

- f) The City shall have no liability to Contractor for termination costs arising out of the Contract, or any of Contractor's subcontracts, as a result of termination for default.

3) Contractor May Stop Work or Terminate

- a) If, through no act or fault of Contractor, (i) the Work is suspended for more than 90 consecutive days by the City or under an order of court or other public authority, or (ii) the City fails to act on any Application for Payment within 60 days after it is submitted, or (iii) the City fails for 60 days to pay Contractor any sum finally determined to be due, then Contractor may, upon 10 days written notice to the City and the City's Engineer, and provided the City does not remedy such suspension or failure within that time, terminate the Contract and recover from the City the payment at issue.
- b) In lieu of terminating the Contract and without prejudice to any other right or remedy, if the City has failed to act on an Application for Payment within 60 days after it is submitted, or the City has failed for 60 days to pay Contractor any sum finally determined to be due, Contractor may, 10 days after written notice to the City and the City's Engineer, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The provisions of this section are not intended to preclude Contractor from making a claim as provided in this Contract for an adjustment in contract price or contract times or otherwise for expenses or damage directly attributable to Contractor's stopping the Work as permitted by this section.

ARTICLE 12 - MISCELLANEOUS

1) Giving Notice

- a) Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if delivered at or sent by registered or certified mail, postage prepaid, or by recognized national carrier with evidence of delivery, to the addresses set forth in the Notice section herein, which address may be modified in writing by either party.

2) Computation of Times

- a) When any period of time is referred to in the Contract Documents by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

3) Cumulative Remedies

- a) Except as otherwise expressly provided in this Contract, the duties and obligations imposed by this Contract and the rights and remedies available hereunder to the parties hereto are in addition to and are not to be construed in any way as a limitation of, any

rights and remedies available to any or all of them which are otherwise imposed or available by laws or regulations, by special warranty or guarantee, or by other provisions of the Contract Documents. The provisions herein will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

4) Headings

Article and section headings are inserted for convenience only and do not constitute parts of the agreement.

5) Limitation of Liability

The aggregate liability of each party to this Contract, in any and all causes of action arising under, out of or in relation to this Contract, its negotiation, performance, breach or termination (collectively "Causes of Action"), shall not exceed the amount of this Contract, as may be amended by written, fully executed change orders. 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 separate and independent limitations on liability, both the City's and Contractor's liability shall be limited to direct damages. The City and Contractor shall not be liable for any indirect, incidental, special, or consequential damages.

6) Intellectual Property

- a) Software and Materials. No Intellectual Property is assigned to the City hereunder. Excluding the City Data, Contractor shall own or continue to own all right, title, and interest in and to the Intellectual Property associated with the Software and related documentation, including any derivations and/or derivative works (the "Contractor IP"). To the extent, if any, that any ownership interest in and to such Contractor IP does not automatically vest in Contractor by virtue of this Contract or otherwise, and instead vests in the City, the City agrees to grant and assign and hereby does grant and assign to Contractor all right, title, and interest the City may have in and to such Contractor IP. The City agrees not to reverse engineer any Contractor Products purchased or provided hereunder.
- b) The City Data. Notwithstanding the prior section, as between the City and Contractor, the City remains the owner of all right, title or interest in or to any City Data. The "City Data" means solely usage data collected by the Field Devices. To avoid doubt, The City Data does not include non-End User usage data collected by the Field Devices, Software, or FlexNet System, such as network and equipment status information or the like.
- c) Consent to Use of the City Data. The City hereby irrevocably grants to Contractor a royalty-free, non-exclusive, irrevocable right and license to access, store, and use such the City Data and any other data or information provided to Contractor, to (1) provide the Service; (2) analyze and improve the Service; (3) analyze and improve any Contractor

or affiliate equipment, software, or service; or (4) for any other internal use. As used herein, "Service" means Contractor's obligations under this Contract.

- d) Copy of the City Data. Upon the City's written request, Contractor will provide the City a quote to deliver a CMEP file consisting of the most recent 60 days of CMEP interval file data. Contractor will deliver the CMEP file in accordance with the quote upon the City's acceptance of the quote

7) Independent Contractor

- a) This Contract does not create an employer/employee relationship between the parties. The parties agree and intend that the Contractor is a separate and independent enterprise from the City. This Contract shall not be construed as creating any joint employment relationship between the Contractor and the City and the City will not be liable for any obligation incurred by the Contractor, including but not limited to unpaid minimum wages and/or overtime, or any other obligation of the Contractor, whether arising under state or federal law, or contract, to Contractor's employees, subcontractors, or sub-vendors.
- b) Contractor undertakes performance of the Services as an independent contractor and shall be wholly responsible for the methods of performance.
- c) The Contractor shall not pledge the City's credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien or any form of indebtedness and shall have no right to speak for or bind the City in any manner.
- d) Contractor further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Contract.

8) Ambiguous Contract Provisions

The parties agree that this Contract has been the subject of meaningful analysis and/or discussions of the specifications, terms and conditions contained in this Contract. Therefore, doubtful or ambiguous provisions, if any, contained in this Contract will not be construed against the party who physically prepared this Contract. The rule commonly known as "Fortius Contra Proferentem" will not be applied to this Contract or any interpretation thereof.

11) Conflict of Interest

This Contract is subject to Chapter 112, Florida Statutes, and Contractor shall disclose the name of any officer, director, employee, or other agent who is also an employee of the City of Wauchula. The Contractor shall also disclose the name of any City of Wauchula employee

who owns, directly or indirectly, more than a 5% interest in Contractor's, or its affiliates, business entity.

APPENDIX A – CITY RFP

The City's RFP consists of the following documents:

File Name	Date
RFP 24-05 Wauchula AMI System Implementation	
Exhibit A – Wauchula AMI RFP Technical Specification	
Exhibit B – Wauchula AMI RFP Technical Response Template	
Exhibit C – Wauchula AMI RFP Pricing Worksheet	
Exhibit D – Wauchula AMI Supporting Data	

APPENDIX B – CONTRACTOR PROPOSAL

All elements of the Contractor’s proposal, submitted in response to the RFP, are attached hereto and incorporated herein by reference and form a part of the Contract (“Contractor Proposal”).

APPENDIX C – INITIAL PROJECT SCHEDULE

Contractor, City, and Consultant will develop a mutually agreeable project schedule within 2 weeks post the project kickoff.

A preliminary milestone schedule is provided below:

Milestone	Start Date	Finish Date	Duration in Calendar Days
Contract Commission Approved, Executed - Notice to Proceed	Mon 5/5/2025	Mon 5/12/2025	8
PO Signed & Received	Mon 5/12/2025	Fri 5/16/2025	5
Materials Ordered	Mon 5/19/2025	Fri 5/23/2025	5
Project Kickoff - Project Management Services Begin	Mon 5/26/2025	Fri 5/30/2025	5
AMI Deployment Planning Workshops, Architecture & Design	Mon 6/2/2025	Fri 6/27/2025	26
Initial AMI SaaS (Head-End, SA etc.) Deployment	Mon 6/2/2025	Fri 6/27/2025	26
NaaS Materials (Base Stations) Received	Fri 5/23/2025	Fri 6/27/2025	36
AMI NaaS (Base Stations, Activations etc.) Deployment	Mon 6/30/2025	Fri 7/11/2025	12
System Integration – Unit Testing	Mon 6/30/2025	Fri 7/18/2025	19
System Integration – System Testing	Mon 7/14/2025	Fri 8/8/2025	26
System Integration – System Design Specification Document	Mon 6/2/2025	Fri 8/8/2025	68
System Integration – FSAT & SAT Test Plans	Mon 6/2/2025	Fri 8/8/2025	68
System Integration – FSAT Testing	Mon 8/11/2025	Fri 8/29/2025	19
Utility Training #1	Mon 7/14/2025	Fri 8/8/2025	26
Water Materials Received	Fri 5/23/2025	Fri 8/8/2025	78
Electric FSAT & Limited Deployment Materials Received	Fri 5/23/2025	Fri 8/8/2025	78
Deployment Readiness	Mon 7/14/2025	Fri 9/12/2025	61
Field Deployment Setup	Mon 9/15/2025	Fri 9/26/2025	12
Water Mass Deployment	Wed 10/1/2025	Thu 10/1/2026	366
Electric Limited Deployment (~100 meters)	Wed 10/1/2025	Fri 12/12/2025	73
Utility Training #2	Mon 11/3/2025	Fri 11/14/2025	12

Water Final System Acceptance (SAT) Complete	Mon 8/3/2026	Fri 8/21/2026	19
Electric Mass Deployment Materials Received	Fri 5/23/2025	Fri 5/22/2026	365
Electric Mass Deployment Complete	Mon 6/1/2026	Fri 5/28/2027	362
Electric Final System Acceptance (SAT) Complete	Mon 3/1/2027	Thu 3/25/2027	25
Project Closure	Mon 5/31/2027	Fri 6/18/2027	19

APPENDIX D – PRICING & PAYMENT SCHEDULE

1) PRICING

Meter counts shown in this appendix are estimates. The City may purchase additional meters and installation services during the project at the prices shown in this appendix.

Appendix D Pricing is attached hereto.

2) PAYMENT TERMS

The following payment terms apply:

Item	Payment Description	Time Frame for Proposed Invoice
1	Field devices (handhelds etc.)	Upon delivery & setup validation
2	System Test Fixture	Upon delivery & setup validation
3	Meters, Intelligent Edge Devices, and Communication Endpoints (Hardware)	Monthly following successful installation. Any electric meters ordered but unable to be installed will be invoiced prior to Substantial Completion.
4	Field Meter, Intelligent Edge Devices, Installation & Retrofit Services	Monthly following successful installation
5	Mailers/Door Hangers	Monthly following successful installation
6	Field Remediation Services	Monthly following successful installation
7	Meter Disposal Credits	Monthly following successful installation
8	Non-metering edge devices	Upon FSAT acceptance
9	Installation Materials (meter boxes, lids, yokes, etc.)	Upon delivery
10	Program & Project Management	Per milestone schedule: 33% completion of system integrations (FSAT acceptance) 33% start of mass deployment 34% upon project completion (SAT acceptance)

Item	Payment Description	Time Frame for Proposed Invoice
11	Field Installation Project Management	Monthly following successful installation
12	System Integrations	Upon FSAT acceptance
13	Training	Included in NaaS Payments
14	Community Engagement Support	Upon completion
15	Continuing Services –NaaS/SaaS Services (Years 1-10)	Upon FSAT acceptance
16	Continuing Services –NaaS/SaaS Services (years 10+ ongoing)	Paid annually in advance prior to coverage anniversary

APPENDIX E – NETWORK AS A SERVICE, SOFTWARE AS A SERVICE AND SPECTRUM LEASE AGREEMENT

The Network as a Service, Software as a Service, and Spectrum Lease Agreement is attached hereto.

The Contractor's NaaS/SaaS Agreements shall cover all supplied software including the head end system and any other current or future head-end applications and current software integrations.

APPENDIX F – WARRANTIES

Key warranty provisions are summarized below and are subject to stated warranty limitations documented in the “City of Wauchula Warranty” and “Sensus G-500 Limited Warranty” attached hereto and incorporated herein by reference.

Product	Warranty Period
Electric Meters (Stratus IQ+)	1 year
Electric Meters (Aclara KV2C)	1 year
Water Meters (iPERL+)	20 years (15-year full warranty and 5-year pro-rated). Warranty is resetting upon return of non-working product.
Water Meters (ally)	15 years and 2500 valve actuations. Warranty is resetting upon return of non-working product.
Water Meters (OMNI+)	Register with Battery – 10 years Meter – 18 months from shipment
Water Meters (Cordonel)	20 years (15-year full warranty and 5-year pro-rated). Warranty is resetting upon return of non-working product.
Smart Point Communication Modules (520M, 522M)	20 years (15-year full warranty and 5-year pro-rated). Warranty is resetting upon return of non-working product.
Installation Warranty	1 year from the date the work is performed.

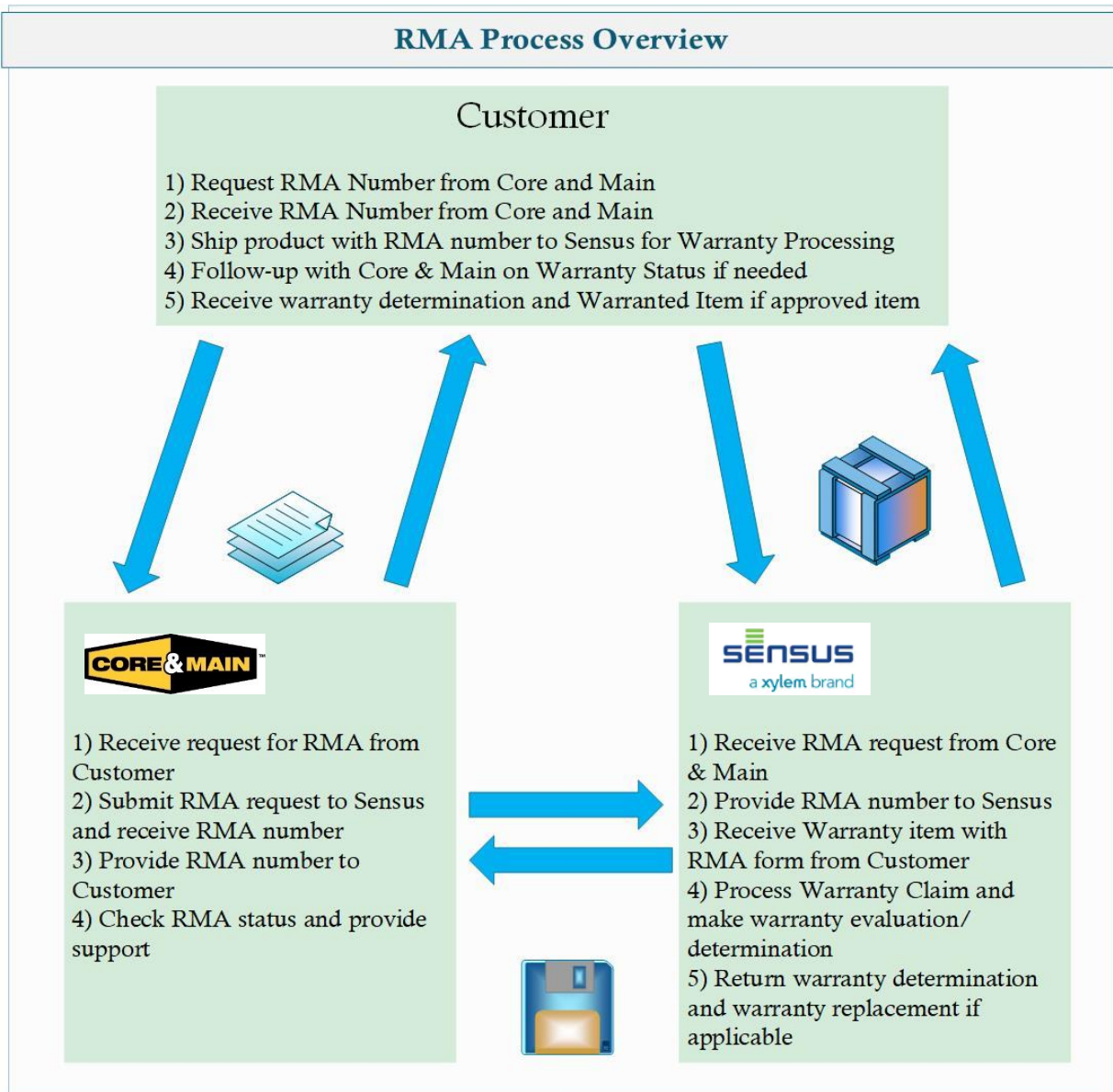
APPENDIX G – RMA PROCESS

RMA Process

City of Wauchula (Customer) and

Core & Main (Contractor) as Authorized Sensus Distributor

Contractor is responsible for the administration of the RMA process working with its manufacturer, Sensus. The following is an outline of the RMA process for warranty returns for Sensus equipment purchased through Core & Main.



The following are the responsibilities of each party within the RMA process:

Responsibilities of Customer (City):

- a) Upon discovery of items which the Customer feels are covered under warranty the Customer shall contact the Core & Main Lakeland office for an RMA number. Items to be supplied by Customer to Core & Main shall include
 - i. Item Description
 - ii. Serial Number
 - iii. Description of the Problem (in as much detail as possible)
 - iv. Part Number if Available

- b) Upon receipt of the RMA number, Customer will ship the warranty items to the manufacturer (Sensus) at Customer's expense. Customers are asked to make a reasonable effort to ship routine RMA failure material within 5 to 7 days (or per contract terms) of field removal.
 - i. The material should be clearly tagged with the reason for removal and the removal date. The customer is responsible for creating and printing reject tickets at the customer's expense.
 - ii. The Customer's meter shop groups the respective meters based on category, where applicable.
 - iii. The removed material should be handled with care. Physical damage due to handling can void the warranty coverage of a unit.
 - iv. If the failed material is clearly damaged such that performance testing cannot be reasonably conducted, such material shall not be returned to Sensus under the RMA program unless deemed a design defect.
 - Examples of this type of damage include cracked meters, module bases, or covers; water intrusion due to damage caused by external sources; tampered meters; and meters damaged due to improper installation.
 - v. Material received at RMA with visible physical damage is identified as 'customer-induced damage.
 - vi. Shipments are not accepted in the Sensus RMA department without a unique RMA number.
 - vii. All failed materials should be packaged properly to avoid damage during transport.
 - viii. The RMA number issued is valid for 30 days from the day of issuance. Material received after 30 days may not be received at the Sensus RMA dock without prior authorization.

- c) Customer will receive warranty coverage information from Sensus and determine course of action for any items that are out of warranty. Customer will receive any in-warranty replacements (shipped at Sensus expense).
- d) Customer will query or receive RMA status from Contractor throughout the process.

Responsibility of the Contractor (Core & Main):

- a) Contractor, as the authorized Sensus Distributor, shall assist with the procurement of an RMA number from the equipment manufacturer (Sensus) and assist in tracking and follow-up on warranty return items. In its role as RMA processor, Core & Main offers no assurance that items returned under warranty are in fact covered items and relies solely upon the manufacturer to provide coverage determination after examination.
- b) Contractor shall provide shipping instructions that should be followed for routine RMA returns.
- c) Contractor will handle all products associated with the project seamlessly including third-party OEM meters purchased through Contractor.
- d) During the Warranty processing phase Core & Main will work with Customer to check the status and obtain follow-up information if required.

Responsibility of Sensus:

- a) The Sensus RMA Services department is responsible for the evaluation, testing, and analysis report for all products, as well as the tracking, closure, and report consolidation of all RMAs.
- b) Once Sensus makes a decision regarding warranty status this information will be relayed to Customer as required. Should item be under warranty claims will be processed according to standard manufacturer terms and conditions. Shipment for any replacement product will be sent directly from Sensus to Customer.
- c) RMA Services is responsible for all product flow, test and repair, system data entry, and maintaining FIFO and deemed priority processing.
- d) Sensus Product Engineering defines, and in some cases performs, non-standard RMA testing and analysis. Product Engineering also coordinates corrective action for repetitive product-related failure modes.
- e) The Sensus RMA Services department and the Sensus Quality departments are responsible for monitoring system data and feedback, issuing corrective and preventative action, and tracking to complete these actions. The RMA Services department is also responsible for tracking and ensuring completeness of any special investigations, and reports, including recommendations for the customer to consider regarding product installation, use, or diagnostics.
- f) Sensus evaluates the returned material and, if needed, will target completing repairs or replacement of the materials within 60 days of the receipt date.
- g) Root causes are documented, when applicable.

- h)** Once meters and/or SmartPoints are received by Sensus, they are logged in the web-based RMA system. The receipt date is used as a reference to track and report RMA backlog information in the monthly RMA report.
- i)** The RMA process for network equipment is the same as the process for meters and SmartPoint communication modules. Turnaround times are based on priority and can be mitigated by stocking the recommended network spare parts. If a network component fails during the warranty period, Sensus determines whether it will repair the component or replace it with new equipment.
- j)** If material is damaged during transit, Sensus notifies the customer of the damage.
- k)** Sensus provides monthly RMA status reports to the customer upon request.
- l)** Unless requested to return to the customer, all material dispositioned as 'do not replace under warranty' will be properly disposed of 60 days after the test report is issued. Material will be shipped back at the customer's expense.
- m)** A sampling of all returns (4%) is taken for destructive testing and is automatically replaced.
- n)** Any product initially targeted for repair which is subsequently determined to be irreparable is replaced. Normally, any product that is found to be repairable is repaired.

