



PUBLIC WORKS AND  
ENGINEERING DEPARTMENT  
1111 Joseph J. Schwab Road  
Des Plaines, IL 60016  
P: 847-391-5464  
desplaines.org

MEMORANDUM

Date: December 16, 2020  
 To: Michael G. Bartholomew, MCP, LEED-AP, City Manager  
 From: Rob Greenfield, Superintendent of Utility Services  
 Timothy Watkins, Assistant Director of Public Works and Engineering *TW*  
 Cc: Timothy P. Oakley, P.E., CFM, Director of Public Works and Engineering  
 Subject: 2021 Annual Water Meter Purchase

**Issue:** Annually, the Water Division purchases water meters with automated reading technology for the meter replacement program. The approved 2021 budget amount for the purchase and installation of water meters is \$728,400.

**Analysis:** The City maintains a program that standardizes all City water meters using Sensus smart metering devices. Utilizing Sensus meters exclusively helps reduce the number and type of replacement parts we need to keep in stock. The meter reading system is in place and Public Works has actively been replacing water meters throughout the City. In 2012, Council authorized us to enter into an agreement with the local Sensus distributor, HD Supply Waterworks, Ltd., for the purchase and implementation of a fixed base meter reading system and associated water meters. To date, 14,500 of the City’s approximately 16,500 water meters have been replaced with the new fixed-base reading technology.

On August 1, 2017, HD Supply Waterworks, Ltd. divested from its parent company and changed its name to Core & Main, LP. Since that time, they have provided a proposal for the water meter installations using their Sensus authorized installation contractor, United Meter, Inc. United Meter has performed water meter installations for many municipalities including Wheeling, Morton Grove and Des Plaines. This service would be used on as-needed basis, depending on the complexity and size of the meter being replaced.

**Recommendation:** We recommend the purchase of the Sensus water meters and installation services on an as-needed basis from their authorized distributor, Core & Main, LP, 220 South Westgate Drive, Carol Stream, Illinois 60188 in the amount of \$728,400. Source of funding will be the Water System Fund, Miscellaneous Contractual Services (500-00-550-6195) in the amount of \$150,000, R&M Software (500-00-550-6300) in the amount of \$28,400 and Water Meters (500-00-550-7070.070) in the amount of \$550,000.

**Attachments:**  
 Resolution R-9-21  
 Exhibit A – Master Agreement

**CITY OF DES PLAINES**

**RESOLUTION R - 9 - 21**

**A RESOLUTION APPROVING AN AGREEMENT WITH CORE & MAIN, LP FOR THE PURCHASE AND INSTALLATION OF SENSUS WATER METERS.**

**WHEREAS**, Article VII, Section 10 of the 1970 Illinois Constitution authorizes the City to contract with individuals, associations, and corporations in any manner not prohibited by law or ordinance; and

**WHEREAS**, since 2012, the City has been in the process of standardizing all City water meters using Sensus metering devices ("**Water Meters**"), certain automated meter reading equipment, and repair parts (collectively, the "**Water Meter Equipment**") in an effort to reduce the replacement part inventory that the City must retain in stock (collectively, "**Project**"); and

**WHEREAS**, pursuant to Chapter 10 of Title 1 of the City Code of Des Plaines and the City purchasing policy, the City has determined that the purchase of the Water Meters and Water Meter Equipment does not require competitive bidding because the Water Meters and Water Meter Equipment are only available from Core & Main, LP ("**Vendor**"), a sole source provider; and

**WHEREAS**, the City has obtained the Water Meters, Water Meter Equipment, and installation services from Vendor since the beginning of the Project and has been satisfied with Vendor's products and services; and

**WHEREAS**, the City desires to enter into an agreement ("**Agreement**") with Vendor to: (i) purchase additional Water Meters and Water Meter Equipment from Vendor in the not-to-exceed amount of \$578,400; and (ii) procure Water Meter Equipment installation services from Vendor in the not-to-exceed amount of \$150,000, for a total Agreement amount of \$728,400; and

**WHEREAS**, the City has appropriated sufficient funds in the Water System, R&M Software, and Water Meter Funds for use by the Department of Public Works and Engineering for the purchase and installation of the Water Meters and the Water Meter Equipment; and

**WHEREAS**, the City Council has determined that it is in the best interest of the City to enter into the Agreement with the Vendor;

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Des Plaines, Cook County, Illinois, in the exercise of its home rule powers, as follows:

**SECTION 1: RECITALS.** The foregoing recitals are incorporated into, and made a part of, this Resolution as findings of the City Council.

**SECTION 2: WAIVER OF COMPETITIVE BIDDING.** The requirement that competitive bids be solicited for the purchase and installation of the Water Meters and Water Meter Equipment is hereby waived.

**SECTION 3: APPROVAL OF AGREEMENT.** The City Council hereby approves the Agreement in substantially the form attached to this Resolution as **Exhibit A**, and in final form approved by the General Counsel.

**SECTION 4: AUTHORIZATION OF TO EXECUTE AGREEMENT.** The City Council hereby authorizes and directs the City Manager and City Clerk to execute and seal, on behalf of the City, the final Agreement only after receipt by the City Clerk of at least two executed copies of the Agreement from Vendor; provided, however, that if the City Clerk does not receive such executed copies of the Agreement from Vendor within 60 days after the date of adoption of this Resolution, then this authority to execute and seal the Agreement shall, at the option of the City Council, be null and void.

**SECTION 5: EFFECTIVE DATE.** This Resolution shall be in full force and effect from and after its passage and approval according to law.

**PASSED** this \_\_\_ day of \_\_\_\_\_, 2021.

**APPROVED** this \_\_\_ day of \_\_\_\_\_, 2021.

**VOTE:** AYES \_\_\_\_\_ NAYS \_\_\_\_\_ ABSENT \_\_\_\_\_

\_\_\_\_\_  
**MAYOR**

Approved as to form:

ATTEST:

\_\_\_\_\_  
**CITY CLERK**

\_\_\_\_\_  
**Peter M. Friedman, General Counsel**

CITY OF DES PLAINES  
Revision and Renewal of  
Master Project Agreement

Dated \_\_\_\_\_, 20\_\_\_\_

Core & Main LP  
220 South Westgate  
Carol Stream, IL 60188

Agreement Number \_\_\_\_\_

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APPENDICES

Appendix A – Procurement, Installation, and Management Contract

Exhibit A-1 – Material Procurement Summary For Installation Contract

Exhibit A-2 – Scope of Work

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Appendix B – Sensus Advanced Metering Infrastructure (AMI) Agreement

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## **Revision and Renewal of Master Project Agreement**

**This Revision and Renewal of Master Project Agreement** (as hereinafter defined, this “Agreement”) dated as of \_\_\_\_\_ between Core & Main LP (as hereinafter defined, “Core & Main”), a limited partnership, and City of Des Plaines (as hereinafter defined, “Client”).

**1. Purpose and Scope.** The Agreement is a Master Project Agreement to provide certain Work to Client. Core & Main agrees to undertake the necessary Work as specified in this Agreement, and Client agrees to take all actions that are identified in this Agreement and to pay Core & Main in the manner contemplated by this Agreement. This Agreement consists of the text set forth herein and the text set forth in each Appendix to this Agreement that is executed and delivered by the Parties. The Appendices checked below are the only Appendices that have been executed and delivered by the Parties as part of this Agreement (provided, however, that Exhibits that are part of a stated Appendix also shall be part of this Agreement):

Appendix A--Procurement, Installation and Management Contract

Appendix B--Sensus Advanced Metering Infrastructure (AMI) Agreement

Appendix C--Reserved

Appendix D--Warranty

**2. Definitions and Terminology.** When used in this Agreement or in any of its attachments, the following capitalized terms shall have the respective meanings as follows:

“Agreement” shall mean this Master Project Agreement, to include all Appendices and Exhibits that are checked in Section 1 above.

“AWWA” shall mean the American Water Works Association.

“AMR” shall mean Automatic Meter Reading.

“Client” shall mean City of Des Plaines together with its successors.

“Core & Main” shall mean Core & Main LP, a limited partnership, together with its successors.

“Factory Installation Recommendation” shall mean guidelines for installation procedures given by the manufacturer of the equipment.

“Financing Contract” shall mean any separate financing agreement that may be executed and delivered by the Parties as contemplated by Appendix C to this Agreement, but only to the

extent that Section 1 of this Agreement shall indicate that Appendix C applies to this Agreement. No Financing Contract delivered pursuant to this Agreement shall constitute a part of this Agreement, and this Agreement does not constitute a part of any Financing Contract executed and delivered by the Parties.

“Force Majeure” shall mean conditions beyond the reasonable control, or not the result of willful misconduct or negligence of the Party, including, without limitation acts of God, storms, extraordinary weather, acts of government units, strikes or labor disputes, fire, explosions, thefts, vandalism, riots, acts of war or terrorism, non-price related unavailability of Project Materials and Supplies, and unavailability of fuel.

“Hazardous Materials” are any materials, substances, chemicals, and wastes recognized as hazardous or toxic (or other interchangeable terms of equal meaning) under applicable laws, regulations, rules, ordinances, and any governmental or authoritative body having jurisdiction over the execution of this Agreement and its attachments.

“Installation Contract” shall mean the Procurement, Installation, and Management Contract attached to this Agreement as Appendix A, but only to the extent that the Parties have executed and delivered such Appendix A.

“Manufacturer Defect” shall mean any fault or defect in materials or workmanship that manifests itself during the Warranty Period and is covered by the manufacturer’s warranty.

“Manufacturer’s Warranty Period” shall have the meaning set forth in Appendix D to this Agreement.

“Party” shall mean either Core & Main LP or Client.

“Project” shall mean the work to be performed by Core & Main or its subcontractors as described in this Agreement.

“Project Materials and Supplies” shall mean the materials and equipment specified in Appendix A.

“RF” shall be interchangeable with the term Radio Frequency.

“State” shall mean the State of Illinois in which Client is located.

“Third Party” shall mean a person or entity other than Client or Core & Main.

“Utility Service Area” shall mean the geographic area where the Project will be installed and the Work (and, if applicable, the Services) will be performed. This geographic area shall be specifically defined as any service actively identified for change during the system audit and any other geographic areas including Client’s system that Core & Main LP, in its discretion, shall approve in writing for inclusion in the Utility Service Area.

“Warranty Period” shall have the meaning set forth in Appendix D to this Agreement.



“Work” shall mean all work required for the completion of Core & Main’s obligations under this Agreement, including, to the extent that the Parties execute and deliver the Installation Contract attached hereto as Appendix A, the Work contemplated by the Installation Contract.

**3. Term.** The Term of this Agreement shall begin on the commencement date as listed in the opening paragraph and, unless earlier terminated in the manner contemplated by this Agreement, shall expire December 31, 2021. Notwithstanding the foregoing, the Client may terminate this Agreement and the Services and Work described herein by giving Core & Main 90 days prior written notice of its termination of this Agreement. In the event of termination by Client as aforesaid, Core & Main will make commercially reasonable efforts to cancel existing orders and mitigate losses resulting from termination; provide notice of termination to its material suppliers and subcontractors; and refrain from placing any additional orders for materials or services. In the event of termination, Client shall be responsible for special order materials, materials not returnable to the manufacturer for credit, and applicable restocking fees.

**4. Core & Main’s Responsibility.** Core & Main shall provide Services, supply Project Materials and Supplies, and do all other Work as described in this Agreement. Without limiting the generality of the foregoing, Core & Main shall maintain supervision and be liable for any and all negligent or intentional acts, errors, or omissions of all its subcontractors. Any Work beyond the scope of the Work agreed to herein shall not be considered as part of this Agreement. There shall be no implied or verbal agreements between the Parties relating to the subject matter of this Agreement.

**5. Client’s Responsibility.** Client shall be responsible for cooperating with Core & Main, providing accurate information in a timely manner, and making payment in a timely manner for Work performed, Project Materials and Supplies furnished, or Services rendered. Client shall designate a representative who will be fully acquainted with the Work and will be reasonably accessible to Core & Main and its subcontractors, and will have the authority to make decisions on behalf of Client. Client shall provide to Core & Main and its subcontractors all information regarding legal limitations, utility locations and other information reasonably pertinent to this Agreement and the Project. Client shall be required to give prompt notice should it become aware of any fault or defect in the Project.

**6. Default of Client.** The following events shall be considered events of Default of Client: (a) The failure of Client to make payments to Core & Main in accordance with the terms of this Agreement; (b) any representation or warranty provided by Client that proves to be materially false or misleading when made and is intentionally made; (c) any material failure of Client to comply with or perform according to the terms of this Agreement or to correct such failure to perform within any cure period specified in this Agreement. If an event of Default by Client occurs, Core & Main will exercise any and all remedies available to it under this Agreement.

**7. Default of Core & Main.** The following events shall be considered events of default on the part of Core & Main: (a) failure of Core & Main to provide adequate personnel, equipment, and supplies in accordance with the provisions and specifications of this Agreement, (b) any failure to promptly re-perform, within a reasonable time, Work or Services that properly were rejected as defective or nonconforming, (c) the failure of Core & Main to deliver its Work and Services free and clear of any lien or encumbrance by any subcontractor, laborer, materialman,

or other creditor of Core & Main, (d) any representation or warranty (other than a warranty as contemplated by Section 10 of this Agreement) provided by Core & Main proves to be materially false or misleading when made, (e) any material failure of Core & Main to comply with or perform according to the terms of this Agreement or to correct such failure to perform within any cure period specified in this Agreement. In the event of default by Core & Main, Client may exercise any and all remedies available to it under this Agreement.

**8. Insolvency.** In the event that either Party becomes insolvent or makes an assignment for the benefit of creditors or is adjudicated bankrupt or admits in writing that it is unable to pay its debts, or should any proceedings be instituted under any state or Federal Law for relief of debtors or for the appointment of a receiver, trustee, or liquidator of either Party, or should voluntary petition in bankruptcy or a reorganization or any adjudication of either Party as an insolvent or a bankrupt be filed, or should an attachment be levied upon either Party's equipment and not removed within five (5) days therefrom, then upon the occurrence of any such event, the other Party shall thereupon have the right to cancel this Agreement and to terminate immediately all work hereunder without further obligation.

**9. Taxes, Permits, and Fees.** Core & Main shall be responsible for obtaining all permits and related permit fees associated with the Project. Client shall pay sales, use, consumer, and like taxes, if so required by law. Client shall be responsible for securing at its sole expense any other necessary approvals, easements, assessments, or required zoning changes. Core & Main shall be responsible for all taxes measured by Core & Main's income.

**10. Warranty, Representation and Certification.** Core & Main represents and certifies that the Work shall be performed in accordance with the standards of care and diligence practiced by recognized firms in Core & Main's industry in performing Work of a similar nature in existence at the time of performance. The representations and certifications expressed shall be in addition to any other representations and certifications expressed in this Agreement, which are hereby reserved unto the Client. In addition, the warranty provided by Core & Main and the manufacturer on Project Materials and Supplies, Work, and Services shall be as set forth in Appendix D.

**11. Indemnity.** Subject to Sections 13 and 14 of this Agreement, Core & Main shall indemnify Client and Client's officials, officers, and employees against: (a) all actual and direct damages, liability, claims, losses, and expenses (including reasonable attorneys' fees) to the extent arising out of or in connection with Core & Main's, and/or subcontractors or material men hired by Core & Main, negligent performance of, or negligent failure to perform, the Work or any part thereof, or any negligent failure to meet the representations and certifications expressed in this Agreement; (b) all claims for payment of subcontractors or material men hired by Core & Main for Work relating to the Project. Core & Main and Client agree that Core & Main is responsible only for damages that result from the negligent or intentional acts, errors, or omissions of Core & Main or its subcontractors. Core & Main's indemnity obligation does not extend to warranty claims.

**12. Safety.** Core & Main shall have the primary responsibility for the supervision, initiation, and maintaining all safety precautions and programs necessary to complete its Work associated with the Project. Core & Main agrees to comply with all applicable regulations,

ordinances, and laws relating to safety. It shall be the responsibility of Client, however, to assure that the sites controlled by Client at which Core & Main is expected to do its Work are safe sites.

**13. Liability and Force Majeure.** Neither Core & Main nor Client shall be responsible to each other for any indirect or consequential damages resulting in any form from the Project. Neither Core & Main nor Client shall be responsible to each other for injury, loss, damage, or delay that arise from Force Majeure. Core & Main shall not be responsible for any equipment or supplies other than Project Equipment and Supplies.

**14. Insurance.** During the Term of this Agreement Core & Main shall maintain and shall assure that its subcontractors maintain insurance as follows:

- (a) Workers' compensation insurance (or self-insurance) in accordance with applicable law;
- (b) Comprehensive general liability insurance of at least 1 million dollars in coverage;
- (c) Motor vehicle liability insurance of at least \$500,000 in coverage.

Such coverage may be provided under primary and excess policies. At the request of Client, Core & Main shall provide or cause its subcontractor to provide to Client a certificate of insurance with respect to such policies.

**15. Hazardous Materials.** The Project and the Work expressly excludes any Work or Services of any nature associated or connected with the identification, abatement, cleanup, control, removal, or disposal of Hazardous Materials or substances. Client warrants and represents that, to the best of Client's knowledge, there is no asbestos or other hazardous materials in the Project premises in areas that Core & Main shall be required to perform work that in any way will affect Core & Main's ability to complete the Project. If Core & Main is made aware or suspects the presence of Hazardous Materials, Core & Main reserves the right to stop work in the affected area and shall immediately notify Client. It shall remain Client's responsibility to correct the condition to comply with local and federal standards and regulations. Client shall remain responsible for any Claims that result from the presence of the Hazardous Materials.

**16. Cleanup.** Core & Main will be responsible for keeping the Project area free from the accumulation of waste materials or trash that result from the Project-related Work. Upon completion of the initial Project-related Work, Core & Main will remove all waste materials, trash, tools, construction equipment and supplies, and shall remove all surplus materials associated with the Project. When disposing of waste materials and trash, Core & Main shall be responsible for all costs and compliance with laws, regulations and ordinances.

**17. Delays and Access.** If conditions arise that delay the commencement, completion, or servicing of the Project as a consequence of Force Majeure or failure of Client to perform its obligation that prevents Core & Main or its agents from performing work, then Core & Main will notify Client in writing of the existence of delay and the nature of the delay. Client and Core & Main will then mutually agree upon any new completion dates, disbursement terms, and payment terms for the Work contemplated by this Agreement. Nothing in the foregoing sentence shall be

deemed to relieve Client from its obligation to provide Core & Main and its subcontractors reasonable and safe access to facilities that are necessary for Core & Main to complete the Work.

**18. Quality of Materials.** Core & Main will use the Project Materials and Supplies specified in Appendix A. Where brand names and part numbers are specified Core & Main will use the items listed in Appendix A unless specified items are unavailable or discontinued. In this instance Core & Main will work with Client to choose a substitute that is of the same or better quality. Where brand names are not specified, Core & Main will choose Project Materials and Supplies that are within industry norms and standards. Should Client require Project Materials and Supplies with specific requirements, Client should make these specifications known in a timely manner. Core & Main can use Client-furnished or Client-specific materials; however, Client will need to provide them or pay the difference in price and labor should any exist. Examples of Client specific requirements include but are not limited to country or state of origin, union manufactured, specific brand, or manufacturing process.

**19. Reserved.**

**20. Legal Governance.** The laws of the State of Illinois shall govern this Agreement and the relationship of the Parties contemplated hereby.

**21. Dispute Resolution.**

(a) The Parties will attempt in good faith to resolve through negotiation any dispute, claim or controversy arising out of or relating to this Agreement. Either Party may initiate negotiations by providing written notice to the other Party, setting forth the subject oath dispute and the relief requested. The recipient of such notice will respond in writing within five business days from receipt with a statement of its position on, and recommended solution to, the dispute.

(b) The Parties further agree that in the event any dispute between them relating to this Agreement is not resolved under Section 21(a) exclusive jurisdiction shall be in the trial courts located within the county of the State in which Client has its principal office, any objections as to jurisdiction or venue in such court being expressly waived.

(c) All Issues and questions concerning the construction, validity, enforcement and interpretation of this Agreement shall be governed by, and construed in accordance with, the laws of the State of Illinois, without giving effect to any choice of law or conflict of law rules or provisions (whether of the State of Illinois or any other jurisdiction) that would cause the application hereto of the laws of any jurisdiction other than the laws of the State of Illinois.

**22. Assignability.** Neither party may assign, delegate or otherwise transfer this Agreement or any of its rights or obligations hereunder without the prior written consent of the other party.

**23. Notices.** All notices and communications related to this Agreement shall be made in following address:

If to Client:

City of Des Plaines  
1420 Miner Street

Des Plaines, IL 60016  
Attn: City Manager

If to Core & Main:

Core & Main LP  
220 South Westgate Dr.  
Carol Stream, IL 60188  
Attn: Tom Whalls

**24. Binding Effect.** Each of Client and Core & Main represents and warrants to the other that this Agreement has been duly authorized, executed and delivered by such Party and constitutes a legal, valid and binding agreement of such Party enforceable against such Party in accordance with its terms.

**25. Modifications.** This Agreement shall not be modified, waived, discharged, terminated, amended, altered or changed in any respect except by a written document signed and agreed to by both Core & Main and Client.

**26. Severability.** Any term or provision found to be prohibited by law or unenforceable shall be ineffective to the extent of such prohibition or unenforceability without, to the extent reasonably possible, invalidating the remainder of this Agreement.

**27. Purchase Order.** This Section 27 [ ] shall be applicable, or [ ] shall not be applicable (mark as appropriate). If this section is applicable the Contract Number \_\_\_\_\_ will serve as the initial Purchase Order Number and each additional order as necessary to supply the described materials listed in Exhibit A-1 will follow by adding a 1 sequentially (the next PO shall be \_\_\_\_\_).

If this clause is not applicable, the Client will provide a purchase order for each purchase, said purchase order is attached as required. Project delays resulting from the failure to release a purchase order will be deemed to be not the fault of the Contractor.

**28. Relationship of Parties.** Core & Main shall act as an independent contractor in providing and performing the Work. Nothing in, or done pursuant to, this Agreement shall be construed: (1) to create the relationship of principal and agent, employer and employee, partners, or joint venturers between the Client and Core & Main; or (2) to create any relationship between the Client and any subcontractor of Core & Main.

**29. Conflict of Interest.** Core & Main represents and certifies that, to the best of its knowledge: (1) no elected or appointed Client official, employee or agent has a personal financial interest in the business of the Core & Main or in this Agreement, or has personally received payment or other consideration for this Agreement; (2) as of the date of this Agreement, neither Core & Main nor any person employed or associated with Core & Main has any interest that would conflict in any manner or degree with the performance of the obligations under this Agreement; and (3) neither Core & Main nor any person employed by or associated with Core & Main shall at any time during the term of this Agreement obtain or acquire any interest that would conflict in any manner or degree with the performance of the obligations under this Agreement.

**30. No Collusion.** Core & Main represents and certifies that Core & Main is not barred from contracting with a unit of state or local government as a result of: (1) a delinquency in the payment of any tax administered by the Illinois Department of Revenue, unless Core & Main is contesting, in accordance with the procedures established by the appropriate revenue act, its liability for the tax or the amount of the tax, as set forth in Section 11-42.1-1 *et seq.* of the Illinois Municipal Code, 65 ILCS 5/11-42.1-1 *et seq.*; or (2) a violation of either Section 33E-3 or Section 33E-4 of Article 33E of the Criminal Code of 1961, 720 ILCS 5/33E-1 *et seq.* Core & Main represents that the only persons, firms, or corporations interested in this Agreement as principals are those disclosed to the Client prior to the execution of this Agreement, and that this Agreement is made without collusion with any other person, firm, or corporation. If at any time it shall be found that Core & Main has, in procuring this Agreement, colluded with any other person, firm, or corporation, then Core & Main shall be liable to the Client for all loss or damage that the Client may suffer, and this Agreement shall, at the Client's option, be null and void.

**31. Third Party Beneficiary.** No claim as a third party beneficiary under this Agreement by any person, firm, or corporation shall be made or be valid against the Client.

**32. Time.** Time is of the essence in the performance of all terms and provisions of this Agreement.

**33. Waiver.** Neither the Client nor Core & Main shall be under any obligation to exercise any of the rights granted to them in this Agreement except as it shall determine to be in its best interest from time to time. The failure of the Client or Core & Main to exercise at any time any such rights shall not be deemed or construed as a waiver of that right, nor shall the failure void or affect the Client's or Core & Main's right to enforce such rights or any other rights.

**34. Privacy.** The Privacy Policy of Core & Main may be accessed at the following URL: [http://hdswaterworks.com/~media/WW/wateworks\\_hdsupply\\_com/Privacy/CoreMain-PrivacyPrivacyNotice.ashx](http://hdswaterworks.com/~media/WW/wateworks_hdsupply_com/Privacy/CoreMain-PrivacyPrivacyNotice.ashx).

**IN WITNESS WHEREOF**, the Parties have executed this Agreement as of the day and year first above written.

**CORE & MAIN LP**

By: \_\_\_\_\_

Printed name: \_\_\_\_\_

Printed title: \_\_\_\_\_

**CITY OF DES PLAINES**

By: \_\_\_\_\_

Printed name: Mike Bartholomew \_\_\_\_\_

Printed title: City Manager \_\_\_\_\_

# Appendix A

## Procurement, Installation, and Management Contract

Provider: Core & Main LP (“Core & Main”)

Client: City of Des Plaines

This Procurement, Installation, and Management Contract (the “Installation Contract”) is an Appendix to the Master Project Agreement of even date herewith (the “Master Agreement”) concerning the Project referenced in the Master Agreement.

**1. Summary of Work.** The Summary of Work for the Project contemplated by the Master Agreement consists of providing Project Materials and Supplies as listed in Exhibit A-1 and installation of a portion of the Project Materials as requested by Client.

Summary of Work:	
Supply and Install	Meters/Smartpoints as requested by the City of Des Plaines

**2. Project Implementation Period.** The Project is scheduled to commence on the date this Agreement is signed and shall conclude on December 31, 2020.

**3. Compensation.** Client agrees to pay Core & Main for the prescribed Project Materials and Supplies and Work as described in Exhibit A-1 and additionally for each supplemental item as proscribed. In addition, Client agrees to pay Core & Main for the Work and Services contemplated by this Installation Contract as set forth in the Master Agreement. Payment terms shall be as follows:

(a) Payment for Project Materials and Supplies. Client will make payment to Core & Main for Project Materials and Supplies within two weeks of the receipt of an invoice for such Project Materials and Supplies (which will be invoiced no more frequently than bi-weekly. No payment shall be made for Project Materials and Supplies, however, until Client shall have issued a related Acceptance Certificate, which Client shall issue promptly following its receipt of Project Materials and Supplies.

(b) Draw Schedule. This Section 3(b) [ ] shall be applicable, or [X] shall not be applicable (mark as appropriate) to this Installation Contract. If this Section 3(b) is applicable, Core & Main shall be entitled to percentage payment for its Work and Services in accordance with the following draw schedule:

Draw Schedule:	
Project Start Date	XX/XX/XXXX
% Complete	XX/XX/XXXX
%	XX/XX/XXXX



%	XX/XX/XXXX
%	XX/XX/XXXX

No payment shall be made, however, until Client shall have issued an Acceptance Certificate with respect to such Work and Services, which Client shall issue promptly based on achievement of the draw schedule milestones set forth above. Core & Main shall be paid for Project Materials and Supplies as set forth in Section 3(a) above.

(c) No Draw Schedule. If the Parties have not agreed to a draw schedule in Section 3(b) above, Client shall pay Core & Main for all Work and for Services as such Work and Services are performed, with Core & Main to bill Client on a bi-weekly basis for all of the foregoing. Client will make payment for all Work and Services performed under this Installation Contract within ten (10) days after receipt of Core & Main’s invoice for such Work and Services (which will be invoiced bi-weekly or monthly). No payment shall be made, however, until Client shall have issued an Acceptance Certificate with respect to such Work and Services, which Client shall issue promptly based on achievement of the draw schedule milestones set forth above. Core & Main shall be paid for Project Materials and Supplies as set forth in Section 3(a) above.

**4. Installation Responsibilities of Core & Main.**

(a) Project Installation. Core & Main agrees to do the Work, provide the Services, and furnish the Project Materials and Supplies in accordance with Client’s specifications that are attached to this Installation Contract during the estimated construction period listed above. Core & Main will be responsible for installing the Project according to manufacturer standards and such local standards, if any, as are attached hereto as are described below:

**SEE APPENDIX A-2**

Core & Main will warrant the Project Materials and Supplies, the Work, and any other Services as provided in Section 10 of the Master Agreement. **Client may elect to execute a Service Contract with Core & Main for additional maintenance provisions.**

(b) Water Shutoffs. Core & Main, its agents and subcontractors, will be responsible for shutting off the water to each meter serviced as well as notifying each customer of the water shutoff. Some assistance may be required by Client with the notification of its customers. The Installation team will knock on the doors of residential customers as well as leave notifications on their doors. In the case of large commercial customers such as: schools, hospitals, nursing homes or any other commercial customer, special efforts will be made to ensure minimum disruption to their water needs. In order to prevent any damage from running flush valves or any other plumbing fixtures that are sensitive to water shutoffs, Core & Main will schedule replacements with these commercial customers and will notify the maintenance personnel when turning the water back on at these facilities. Regardless of any effort of Core & Main, ultimate responsibility of any and all fixtures inside buildings will remain the responsibility of the end user and/or Client as detailed in any Service Contract that exists between Client and its Customers.

In the event that the service location lacks a curb stop (or it is defective) or there is a leak, Core & Main or its representative will contact the utility. In this event the Utility will either A) repair the defect themselves and notify Core & Main that the repair has been made or, B) exclude the respective meter change out from project.

(c) Meter Boxes, Vaults, and Roadways. Core & Main, its agents and subcontractors are responsible for repairing any damages to meter boxes, vaults, and roadways that result from the installation of the Project; provided, however, that Core & Main shall not be liable for pre-existing conditions or leaks. Core & Main will install new meter boxes as authorized by the Cities representative, which will be plastic boxes with lids. The Client will retain all existing water meters and materials pulled from the ground during the installation.

(d) Disposal. The Client will be responsible for the disposal of all waste, debris and materials from the installation of the Project.

(e) Liability. Core & Main is responsible for any damages that occur within 3” on either side of the water meter resulting from the Project installation. Any damages incurred within this 6” area will be promptly repaired at the expense of Core & Main. Core & Main is not liable for damages outside the 3” 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. Core & Main 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) Core & Main may document them and at Client’s written request repair them for a negotiated price.

(f) Data Management. Core & Main or its agents shall be required to acquire certain data as it completes the aforementioned installation work. This data shall include the previous meter reading, the current meter reading, the new meter serial number, the new register serial number and the MIU serial number. This information will be acquired and delivered to the Utility.

(g) Non-Covered Work. Contracted meter change outs contemplate a standard meter change out. In the event that locations exist where conditions exist which require nonstandard work (*i.e.* move a service location, move fences for or other customer structures & items for access, install meters in heavy traffic locations, alleys, parking lots etc.), Core & Main and the Client will discuss pricing and work may proceed from this point or the Client may elect to excuse this work from the project. In any event where safety concerns would cause undue risk to the work Crews.

## **5. Responsibilities of Client during Installation.**

(a) Owner-Furnished Data. Client shall provide Core & Main all technical data in Client’s possession, including previous reports, maps, surveys, and all other information in Client’s possession that Core & Main informs Client’s representative is necessary as it relates to Project. Client shall be responsible for identifying the location of meters. Should Core & Main require assistance in finding the meter location, Client shall locate the meter in a timely manner.

In addition, the Client shall provide a clearly defined list of any meter sites that will be retrofitted with AMR technology, as well as assist in locating and marking these meter sites.

(b) Access to Facilities and Property. Client shall make its system facilities and properties available and accessible for inspection by Core & Main and affiliates. Client shall allow Core & Main permission to store materials at a secure storage location on the Utility property during the tenure of the work.

(c) Client Cooperation. Client support will be required during implementation of this Improvement Measure to obtain access to meter boxes/pits and to coordinate utility interruptions. Client will provide notification in its billing to its customers that Core & Main is performing the designated work and that possible service interruption may result. Client shall cooperate with Core & Main in integrating the Automated Meter Reading route management software with the clients billing and computer system. Any costs associated with changes to the Clients current billing software are not the responsibility of Core & Main. Client shall cooperate with Core & Main with regard to computer firewall access.

(d) Timely Review. That Client through its designated representatives shall examine all invoices, and inspect all completed work by Core & Main in a timely manner. In the event that a Client delay results in the lack of a progress payment disbursement, Core & Main reserves the right to delay further work without penalty until such time as payments are made. Core & Main further reserves all rights and options available to it under the Master Project Agreement.

(e) Utility Assistance. The Utility shall assign dedicated personnel work with Core & Main installation crews to perform duties to include any necessary field repairs such as meter box, curbstop or backflow replacements, etc., marking of meter locations and advance cleanout of meter boxes. In addition, the Client shall provide a clearly defined list of any meter sites that will be retrofitted with AMR technology, as well as assist in locating and marking these meter sites.

**IN WITNESS WHEREOF**, the Parties have executed this Installation Contract as of

\_\_\_\_\_.

**CORE & MAIN LP**

By: \_\_\_\_\_

Printed name: \_\_\_\_\_

Printed title: \_\_\_\_\_

**CITY OF DES PLAINES**

By: \_\_\_\_\_

Printed name: Mike Bartholomew \_\_\_\_\_

Printed title: \_City Manager\_\_\_\_\_

## EXHIBIT A-1

### **Material Procurement Summary** **For Installation Contract**

Provider: Core & Main LP (“Core & Main”)

Client: City of Des Plaines

This Material Procurement Summary is an Exhibit to and hence part of the Installation Contract contemplated by the Master Project Agreement (the “Master Agreement”), and it includes all Project Materials and Supplies to be used in connection with the Work contemplated by the Installation Contract and the Master Agreement, as the same will be identified specifically in future invoices generated by Core & Main and attached to each Acceptance Certificate (Exhibit A-3) contained in the Installation Contract. A summary of the Project Materials and Supplies required for the Project is as follows:

See Attached.

\* In the event that City of Des Plaines would like Core & Main to provide additional material or work that is not specified in this contract, Core & Main and City of Des Plaines will mutually agree on an amount before proceeding.



December 7, 2020

City of Des Plaines  
1111 Joseph J. Schwab Road  
Des Plaines, IL 60016

Attn: Mr. Tim Watkins

Core and Main has provided pricing for the following Sensus water meter material firm through December 31, 2021. I have also included pricing from our authorized Sensus installation contractor, United Meter Inc., if the need arises to assist you in your meter changeouts.

**New 5/8" - 1" iPERL Water Meters**

5/8" Sensus iPERL Water Meter	\$108.00 ea.
3/4" Sensus iPERL Water Meter (9"LL)	\$122.00 ea.
1" Sensus iPERL Water Meter	\$165.00 ea.

**New 1 1/2" - 2" OMNI R2 Water Meters**

1 1/2" Sensus OMNI R2 Water Meter	\$384.00 ea.
2" Sensus OMNI R2 Water Meter 17" LL	\$539.00 ea.

**New 1 1/2" - 6" OMNI C2 Water Meters**

1 1/2" Sensus OMNI C2 Water Meter	\$920.00 ea.
2" Sensus OMNI C2 Water Meter	\$1,062.00 ea.
3" Sensus OMNI C2 Water Meter	\$1,345.00 ea.
4" Sensus OMNI C2 Water Meter	\$2,340.00 ea.
6" Sensus OMNI C2 Water Meter	\$4,041.00 ea.
8" Sensus OMNI C2 Water Meter	\$6,525.00 ea.

**FlexNet SmartPoints**

510M Single Port, 3-Wire	\$105.00 ea.
510M Single Port, TouchCoupler	\$110.00 ea.
520M Single Port, 3-Wire	\$122.00 ea.
520M Single Port, TouchCoupler	\$113.00 ea.
	<b>Pit Version</b>
510M Dual Port, 3-Wire	\$121.00 ea.
510M Dual Port, TouchCoupler	\$123.00 ea.
520M Dual Port, 3-Wire	\$132.00 ea.
520M Dual Port, TouchCoupler	\$128.00 ea.
	<b>Pit Version</b>
	<b>Pit Version</b>

**Accessories**

6' TRPL 3 Wire Connector	\$16.00 ea.
25' TRPL 3 Wire Connector	\$18.00 ea.

**Ally Meter Pricing**

5/8" Ally Meter w/ Shut Off Valve, Temperature & Pressure Sensor	\$400.00 ea.
3/4" Ally Meter w/ Shut Off Valve, Temperature & Pressure Sensor	\$440.00 ea.

**Sensus Analytics - SaaS Recurring Annual Hosting Fee's**

<b>Active Services</b>	<b>2019</b>	<b>2020</b>	<b>2021</b>	<b>2022</b>	<b>2023</b>
<b>7500</b>	\$11,530	\$11,875	\$12,235	\$12,600	\$13,230
<b>10000</b>	\$13,780	\$14,200	\$14,630	\$15,065	\$15,820
<b>12500</b>	\$16,000	\$16,475	\$16,970	\$17,475	\$18,350
<b>15000</b>	\$18,195	\$18,740	\$19,300	\$19,885	\$20,875
<b>16500</b>	\$19,485	\$20,070	\$20,670	\$21,290	\$22,355

\*\*\* SaaS pricing subject to a maximum 3% increase per year in years 6 thru 10 \*\*\*

**United Meters, Inc. Installation Rates**

Replace 5/8" and 3/4" Meter and Install SmartPoint using existing wire.	\$127.00	ea
Replace 1" Meter and Install SmartPoint using existing wire.	\$135.00	ea
Replace 1 1/2" Meter and Install SmartPoint using existing wire.	\$286.00	ea
Replace 2" Meter and Install SmartPoint using existing wire.	\$296.00	ea
Replace 3" Meter and Install SmartPoint using existing wire.	\$615.00	ea
Replace 4" Meter and Install SmartPoint using existing wire.	\$791.00	ea
Replace 6" Meter and Install SmartPoint using existing wire.	\$1,339.00	ea
Replace 8" Meter and Install SmartPoint using existing wire.	\$3,018.00	ea
Additional charge per Installation to Replace 5/8" thru 1" meter in pit.	\$165.00	ea
Additional charge per Installation to Replace 1 1/2" meter in pit.	\$371.00	ea
Additional charge per Installation to Replace 2" meter in pit.	\$378.00	ea
Additional charge per Installation to Replace 3" meter in pit.	\$837.00	ea
Additional charge per Installation to Replace 4" meter in pit.	\$1,118.00	ea
Remove and Replace Ball Valve 3/4"	\$195.00	ea
Remove and Replace Ball Valve 1"	\$206.00	ea
Remove and Replace Ball Valve 1 1/2"	\$412.00	ea
Remove and Replace Ball Valve 2"	\$464.00	ea
Additional Charge to run New Wire from Meter Inside to SmartPoint Outside	\$50.00	ea
Freeze Water Service Line up to 1"	\$299.00	ea
Man Hour Labor to Repair and/or Replace Plumbing	\$165.00	ea
Correct Hard Plumbed Meter with Meter Coupling per side	\$119.00	ea
Labor Only to Install Grounding Wire on 5/8" thru 1" meter	\$35.00	ea

**\*\*\* United Meter Inc. Disclosures \*\*\***

Installation Rates are based on at least 12 appointments per day.

Installation Rates are for 'Labor Only' to replace meter with same lay length meter.

United Meter Inc. assumes no liability on ground wire sizing.

Pit installations larger than 4" will be quoted after inspection of existing.

Pricing does not include providing Payment/Performance Bond.

We appreciate and trust that our product, prices and service will continue to meet with your approval.

Sincerely,

*Mark Baran*

Mark Baran  
Territory Manager



December 7, 2020

City of Des Plaines  
1111 Joseph J. Schwab Road  
Des Plaines, IL 60016

Attn: Mr. Tim Watkins

Subject: Des Plaines "Water-Customer Portal"

**Sensus Analytics Customer Portal**

(1) Annual Minimum Users Fee (1500 min) Year 2019	<u>\$6,665.00</u> per yr.
(1) Annual Minimum Users Fee (1500 min) Year 2020	<u>\$6,870.00</u> per yr.
<b>(1) Annual Minimum Users Fee (1500 min) Year 2021</b>	<b><u>\$7,080.00</u> per yr.</b>
(1) Annual Minimum Users Fee (1500 min) Year 2022	<u>\$7,300.00</u> per yr.
(1) Annual Minimum Users Fee (1500 min) Year 2023	<u>\$7,525.00</u> per yr.
(1) Annual Overage Users Fee (over 1500) (5 Year)	<u>\$3.00</u> per user
(1) Annual Fee Text Messages Unlimited (5 Year)	<u>\$255.00</u> per yr.

*\* SA Customer Portal pricing subject to a 3% annual increase after year 5.*

Prices are good thru December 31, 2021. Our terms are payment net thirty (30) days

Sincerely,

*Mark Baran*

Mark Baran  
Territory Manager



## **EXHIBIT A-2**

### **Scope of Work**

**(Sale through CORE & MAIN)**

#### **SmartPointModule Installation Responsibilities**

**Core & Main will:**

1. The Core & Main will train the installation team (Installation subcontractor included) on how to properly program / activate SmartPoint Modules on to the FlexNet system.
2. The Core & Main will train the installer (Installation subcontractor included) to properly identify and correct any known problems in the field. This individual will be the primary contact to troubleshoot, identify and correct non reporting SmartPoint Modules and installation errors.
3. Once the installer has completed SmartPoint Module installation the Core & Main will work with Sensus to investigate any SmartPoint Modules that have not registered on the network.

**The City of Des Plaines will:**

1. Be responsible to purchase end points and transmitters.
2. Be responsible for quality assurance for their personnel and/or an installation contractor as it relates to proper SmartPoint Module installation.
3. On an ongoing basis, be responsible to visit and troubleshoot SmartPoint Modules that are not reporting into the system. Investigate any non-reporting SmartPoint Modules to ensure that there are no cut wires, improper installations, improper programming and resolve all data entry errors in the system.
4. Coordinate with the Core & Main to establish a SmartPoint Module installation schedule, shipment quantities, and overall project timeline.

#### **Miscellaneous Responsibilities**

**The City of Des Plaines will:**

1. Be responsible for the payment of any taxes, renewal, regulatory or license fees associated with the network hardware and software.
2. Be responsible for applying for and purchasing any needed work permits.

**Exhibit A-3**

**Acceptance Certificate**

Client under the Master Project Agreement (the “Master Agreement”) with Core & Main hereby certifies:

This Acceptance Certificate is a Partial/Final (Circle one) Acceptance Certificate delivered under the Procurement, Installation, and Management Contract (the “Installation Contract”) to which it is attached.

1. The Project Materials and Supplies listed on the attached invoice (or in the event of a final Acceptance Certificate all Project Materials and Supplies provided under the Installation Contract and the Master Agreement), have been delivered to Client.

2. Client has conducted such inspection and/or testing of the Project Materials and Supplies as it deems necessary and appropriate and hereby acknowledges that it accepts the Project Materials and Supplies for all purposes on the date indicated below. The Project Materials and Supplies have been examined and/or tested and are in good operating order and condition and are in all respects satisfactory to the undersigned and comply with the terms of the Installation Contract, subject, however, to the warranty provided in Section 10 of the Master Agreement. Acceptance by the Client shall commence the warranty period for materials and services performed through the date hereof. Client does not waive any other rights to which it would otherwise be entitled under this Agreement.

3. Based on the acceptance set forth herein, Client agrees that the Manufacturer’s Warranty Period on all water meters shall be deemed to have begun on the date when the manufacturer shipped such water meters.

4. Client has examined all Work and Services performed by Core & Main and covered by the related invoice or draw requests and finds such Work and Services to have been performed in a workmanlike manner and in accordance with all applicable specifications. Client therefore accepts such Work and Services. Based on the acceptance set forth herein, Client agrees that the Warranty Period for the Work and Services shall end on \_\_\_\_\_, 20\_\_ (i.e. one year from the date hereof).

5. The following is a punch list of items left to be completed for current phase or final phase (Circle one) of the Project:


Agreed to and Accepted as of \_\_\_\_\_, 20\_\_ by:

**CITY OF DES PLAINES**

By: \_\_\_\_\_

Printed name: Mike Bartholomew

Printed title: City Manager

# **Appendix B**

## **Sensus Advanced Metering Infrastructure (AMI) Agreement**

**Advanced Metering Infrastructure (AMI) Agreement**

**between**

**City of Des Plaines  
 (“Customer”)**

**and  
Sensus USA Inc.  
 (“Sensus”)**

IN WITNESS WHEREOF, the parties have caused this AMI Agreement (“Agreement”) to be executed by their duly authorized representatives as of the day and year written below. The date of the last party to sign is the “Effective Date.”

This Agreement shall commence on the Effective Date and continue for/until: 5 Years (“Initial Term”). At the end of the Initial Term, this Agreement shall automatically renew for an additional term of 5 years (“Renewal Term”). The “Term” shall refer to both the Initial Term and the Renewal Term.

**Sensus USA Inc.**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Customer: City of Des Plaines**

By: \_\_\_\_\_

Name: Mike Bartholomew

Title: City Manager

Date: \_\_\_\_\_

Contents of this Agreement:

AMI Agreement

Exhibit A Software

Exhibit B Technical Support

## AMI Agreement

1. **Equipment.**
  - A. **Purchase of Equipment.** Customer shall purchase all Field Devices, RF Field Equipment, and other goods (collectively, "Equipment") from Sensus' authorized distributor pursuant to the terms and conditions (including any warranties on such Equipment) agreed by Customer and Sensus' authorized distributor. This Agreement shall not affect any terms and conditions, including any warranty terms, agreed by Customer and Sensus' authorized distributor. If Customer elects to purchase any equipment or services directly from Sensus, or if Customer pays any fees or other costs to Sensus, then Sensus' Terms of Sale shall apply. The "Terms of Sale" are available at: <http://na.sensus.com/TC/TermsConditions.pdf>, or 1-800-METER-IT.
  - B. **THERE ARE NO WARRANTIES IN THIS AGREEMENT, EXPRESS OR IMPLIED. SENSUS EXPRESSLY DISCLAIMS ANY AND ALL REPRESENTATIONS, WARRANTIES AND/OR CONDITIONS, EXPRESSED, IMPLIED, STATUTORY OR OTHERWISE, REGARDING ANY MATTER IN CONNECTION WITH THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, WARRANTIES AS TO FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, NON-INFRINGEMENT AND TITLE.**
2. **Services.**
  - A. **Installation of Equipment.** Installation services will be as agreed between the Customer and Sensus' authorized distributor. Sensus will not provide installation services pursuant to this Agreement.
  - B. **Software Implementation.** Sensus shall install and configure the Software on the Server Hardware.
  - C. **IT Systems Integration Services.** Integration of the Software into Customer's new or existing internal IT systems is not included in this Agreement. Any integration work shall be subject to a separate agreement which describes the scope and pricing for such work.
  - D. **Technical Support.** Sensus shall provide Customer the technical support set forth in Exhibit B.
  - E. **Project Management.** Project management of the AMI System is not included in this Agreement. Any project management shall be subject to a separate agreement which describes the scope and pricing for such work.
  - F. **Training.** Training on the use of the AMI System is not included in this Agreement. Any training shall be subject to a separate agreement which describes the scope and pricing for such work.
3. **Software.**
  - A. **Software as a Service (SaaS).** Sensus shall provide Customer with Software as a Service, as defined in Exhibit A, only so long as Customer is current in its payments for such services.
  - B. **UCITA.** To the maximum extent permitted by law, the Parties agree that the Uniform Computer Information Transaction Act as enacted by any state shall not apply, in whole or in part, to this Agreement.
4. **Spectrum**
  - A. **Spectrum Lease.** The parties previously entered into a spectrum manager lease on 4/11/2013 (the "Spectrum Lease"), which is hereby specifically incorporated by reference.
5. **General Terms and Conditions.**
  - A. **Intentionally Omitted**
  - B. **Limitation of Liability.**
    - i. Sensus' aggregate liability in any and all causes of action arising under, out of or in relation to this Agreement, its negotiation, performance, breach or termination (collectively "Causes of Action") shall not exceed the greater of: (a) the total amount paid by Customer directly to Sensus under this Agreement; or (b) ten thousand US dollars (USD 10,000.00). 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, Sensus' liability shall be limited to direct damages. Sensus shall not be liable for: (i) any indirect, incidental, special or consequential damages; nor (ii) any revenue or profits lost by Customer or its Affiliates from any End User(s), irrespective whether such lost revenue or profits is categorized as direct damages or otherwise; nor (iii) any In/Out Costs; nor (iv) manual meter read costs and expenses; nor (v) claims made by a third party; nor (vi) damages arising from maincase or bottom plate breakage caused by freezing temperatures, water hammer conditions, or excessive water pressure. The limitations on liability set forth in this Agreement are fundamental inducements to Sensus entering into this Agreement. They apply unconditionally and in all respects. They are to be interpreted broadly so as to give Sensus the maximum protection permitted under law.
    - ii. To the maximum extent permitted by law, no Cause of Action may be instituted by Customer against Sensus more than TWELVE (12) MONTHS after the Cause of Action first arose. In the calculation of any damages in any Cause of Action, no damages incurred more than TWELVE (12) MONTHS prior to the filing of the Cause of Action shall be recoverable.
  - C. **Termination.** Either party may terminate this Agreement earlier if the other party commits a material breach of this Agreement and such material breach is not cured within forty-five (45) days of written notice by the other party. Upon any expiration or termination of this Agreement, Sensus' and Customer's obligations hereunder shall cease and the software as a service and Spectrum Lease shall immediately cease.
  - D. **Force Majeure.** If either party becomes unable, either wholly or in part, by an event of Force Majeure, to fulfill its obligations under this Agreement, the obligations affected by the event of Force Majeure will be suspended during the continuance of that inability. The party affected by the force majeure will take reasonable steps to mitigate the Force Majeure.
  - E. **Intellectual Property.** No Intellectual Property is assigned to Customer hereunder. Sensus shall own or continue to own all Intellectual Property used, created, and/or derived in the course of performing this Agreement. To the extent, if any, that any ownership interest in and to such Intellectual Property does not automatically vest in Sensus by virtue of this Agreement or otherwise, and instead vests in Customer, Customer agrees to grant and assign and hereby does grant and assign to Sensus all right, title, and interest that Customer may have in and to such Intellectual Property. Customer agrees not to reverse engineer any Equipment purchased or provided hereunder.
  - F. **Confidentiality.** 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, except to the extent reasonably required to perform and enforce this Agreement or as required under applicable law, court order or regulation. The Confidential Information may be transmitted orally, in writing, electronically or otherwise observed by 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 Agreement; (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.
  - G. **Compliance with Laws.** Customer shall comply with all applicable country, federal, state, and local laws and regulations, as set forth at the time of acceptance and as may be amended, changed, or supplemented. Customer shall not take any action, or permit the taking of any action by a third party, which may render

Sensus liable for a violation of applicable laws.

- i. **Export Control Laws.** Customer shall; (i) comply with all applicable U.S. and local laws and regulations governing the use, export, import, re-export, and transfer of products, technology, and services; and (ii) obtain all required authorizations, permits, and licenses. Customer shall immediately notify Sensus, and immediately cease all activities with regards to the applicable transaction, if the Customer knows or has a reasonable suspicion that the equipment, software, or services provided hereunder may be directed to countries in violation of any export control laws. By ordering equipment, software or services, Customer certifies that it is not on any U.S. government export exclusion list.
  - ii. **Anti-Corruption Laws.** Customer shall comply with the United States Foreign Corrupt Practices Act (FCPA), 15 U.S.C. §§ 78dd-1, et seq.; laws and regulations implementing the OECD's Convention on Combating Bribery of Foreign Public Officials in International Business Transactions; the U.N. Convention Against Corruption; the Inter-American Convention Against Corruption; and any other applicable laws and regulations relating to anti-corruption in the Customer's county or any country where performance of this Agreement, or delivery or use of equipment, software or services will occur.
  - H. **Non-Waiver of Rights.** A waiver by either party of any breach of this Agreement or the failure or delay of either party to enforce any of the articles or other provisions of this Agreement will not in any way affect, limit or waive that party's right to enforce and compel strict compliance with the same or other articles or provisions.
  - I. **Assignment and Sub-contracting.** Either party may assign, transfer or delegate this Agreement without requiring the other party's consent; (i) to an Affiliate; (ii) as part of a merger; or (iii) to a purchaser of all or substantially all of its assets. Apart from the foregoing, neither party may assign, transfer or delegate this Agreement without the prior written consent of the other, which consent shall not be unreasonably withheld. Furthermore, Customer acknowledges Sensus may use subcontractors to perform RF Field Equipment installation, the systems integration work (if applicable), or project management (if applicable), without requiring Customer's consent.
  - J. **Amendments.** No alteration, amendment, or other modification shall be binding unless in writing and signed by both Customer and by a vice president (or higher) of Sensus.
  - K. **Governing Law and Dispute Resolution.** This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Delaware. Any and all disputes arising under, out of, or in relation to this Agreement, its negotiation, performance or termination ("**Disputes**") shall first be resolved by the Parties attempting mediation in Delaware. If the Dispute is not resolved within sixty (60) days of the commencement of the mediation, it shall be litigated in the state or federal courts located in Delaware. TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE PARTIES AGREE TO A BENCH TRIAL AND THAT THERE SHALL BE NO JURY IN ANY DISPUTES.
  - L. **Restriction on Discovery.** The Parties acknowledge the abundance of documents, data, and other information stored in an electronic manner and the time and costs associated with retrieving relevant electronic data from the Parties during the Discovery portion of a claim. Accordingly, the Parties shall utilize only printed or hard-copy documents, data, and other information in Discovery and shall not use or request electronic or e-Discovery methods for any claim, demand, arbitration or litigation subject to this Agreement. All relevant and unprivileged printed or hard-copy materials shall be subject to Discovery, but neither Party has an obligation to maintain printed or hard-copy files in anticipation of a claim, demand, litigation, or arbitration proceeding.
  - M. **Survival.** The provisions of this Agreement that are applicable to circumstances arising after its termination or expiration shall survive such termination or expiration.
  - N. **Severability.** In the event any provision of this Agreement is held to be void, unlawful or otherwise unenforceable, that provision will be severed from the remainder of the Agreement and replaced automatically by a provision containing terms as nearly like the void, unlawful, or unenforceable provision as possible; and the Agreement, as so modified, will continue to be in full force and effect.
  - O. **Four Corners.** This written Agreement, including all of its exhibits, and the Spectrum Lease represents the entire understanding between and obligations of the parties and supersedes all prior understandings, agreements, negotiations, and proposals, whether written or oral, formal or informal between the parties. Any additional writings shall not modify any limitations or remedies provided in the Agreement. There are no other terms or conditions, oral, written, electronic or otherwise. There are no implied obligations. All obligations are specifically set forth in this Agreement. Further, there are no representations that induced this Agreement that are not included in it. The ONLY operative provisions are set forth in writing in this Agreement. Without limiting the generality of the foregoing, no purchase order placed by or on behalf of Customer shall alter any of the terms of this Agreement. The parties agree that such documents are for administrative purposes only, even if they have terms and conditions printed on them and even if and when they are accepted and/or processed by Sensus. Any goods, software or services delivered or provided in anticipation of this Agreement (for e.g., as part of a pilot or because this Agreement has not yet been signed but the parties have begun the deployment) under purchase orders placed prior to the execution of this Agreement are governed by this Agreement upon its execution and it replaces and supersedes any such purchase orders.
  - P. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Additionally, this Agreement may be executed by facsimile or electronic copies, all of which shall be considered an original for all purposes.
6. **Definitions.** As used in this Agreement, the following terms shall have the following meanings:
- A. "**Affiliate**" of a party means any other entity controlling, controlled by, or under common control with such party, where "control" of an entity means the ownership, directly or indirectly, of 50% or more of either; (i) the shares or other equity in such entity; or (ii) the voting rights in such entity.
  - B. "**AMI System**" identifies the Sensus FlexNet Advanced Meter Infrastructure System comprised of the SmartPoint Modules, RF Field Equipment, Server Hardware, software licenses, FCC licenses, and other equipment provided to Customer hereunder. The AMI System only includes the foregoing, as provided by Sensus. The AMI System does not include goods, equipment, software, licenses or rights provided by a third party or parties to this Agreement.
  - C. "**Confidential Information**" means any and 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.
  - D. "**Echo Transceiver**" identifies the Sensus standalone, mounted relay device that takes the radio frequency readings from the SmartPoint Modules and relays them by radio frequency to the relevant FlexNet Base Station.
  - E. "**End User**" means any end user of electricity, water, and/or gas (as applicable) that pays Customer for the consumption of electricity, water, and/or gas, as applicable.
  - F. "**Field Devices**" means the meters and SmartPoint Modules.
  - G. "**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 Echo Transceiver) by radio frequency and passes those readings to the RNI by TCP/IP backhaul communication. For clarity, FlexNet Base Stations include Metro Base Stations.
  - H. "**Force Majeure**" means an event beyond a party's reasonable control, including, without limitation, acts of God, hurricane, flood, volcano, tsunami, tornado, storm, tempest, mudslide, vandalism, illegal or unauthorized radio frequency interference, strikes, lockouts, or other industrial disturbances, unavailability of component parts of any goods provided hereunder, acts of public enemies, wars, blockades, insurrections, riots, epidemics, earthquakes, fires, restraints or prohibitions by any court, board, department, commission or agency of the United States or any States, any arrests and restraints, civil disturbances and explosion.
  - I. "**Hosted Software**" means those items listed as an Application in Exhibit A.
  - J. "**In/Out Costs**" means any costs and expenses incurred by Customer in transporting goods between its warehouse and its End User's premises and any costs and expenses incurred by Customer in installing, uninstalling and removing goods.
  - K. "**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.

- L. "**LCM**" identifies the load control modules.
- M. "**Ongoing Fee**" means the annual or monthly fees, as applicable, to be paid by Customer to Sensus' authorized distributor during the Term of this Agreement.
- N. "**Patches**" means patches or other maintenance releases of the Software that correct processing errors and other faults and defects found previous versions of the Software. For clarity, Patches are not Updates or Upgrades.
- O. "**Permitted Use**" means only for reading and analyzing data from Customer's Field Devices in the Service Territory. The Permitted Use does not include reading third party meters or reading meters outside the Service Territory.
- P. "**Release**" means both Updates and Upgrades.
- Q. "**Remote Transceiver**" identifies the Sensus standalone, mounted relay device that takes the radio frequency readings from the SmartPoint Modules and relays them directly to the RNI by TCP/IP backhaul communication.
- R. "**RF Field Equipment**" means, collectively, FlexNet Base Stations, Echo Transceivers and Remote Transceivers.
- S. "**RNI**" identifies the regional network interfaces consisting of hardware and software used to gather, store, and report data collected by the FlexNet Base Stations from the SmartPoint Modules. The RNI hardware specifications will be provided by Sensus upon written request from Customer.
- T. "**RNI Software**" identifies the Sensus proprietary software used in the RNI and any Patches, Updates, and Upgrades that are provided to Customer pursuant to the terms of this Agreement.
- U. "**Service Territory**" identifies the geographic area where Customer provides electricity, water, and/or gas (as applicable) 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 .
- V. "**Server Hardware**" means the RNI hardware.
- W. "**SmartPoint™ Modules**" identifies the Sensus transmission devices installed on devices such as meters, distribution automation equipment and demand/response devices located at Customer's End Users' premises that take the readings of the meters and transmit those readings by radio frequency to the relevant FlexNet Base Station, Remote Transceiver or Echo Transceiver.
- X. "**Software**" means all the Sensus proprietary software provided pursuant to this Agreement, and any Patches, Updates, and Upgrades that are provided to Customer pursuant to the terms of this Agreement. The Software does not include any third party software.
- Y. "**TouchCoupler Unit**" identifies an inductive coupler connection from a water register to the SmartPoint Module.
- Z. "**Updates**" means releases of the Software that constitute a minor improvement in functionality.
- AA. "**Upgrades**" means releases of the Software which constitute a significant improvement in functionality or architecture of the Software.
- BB. "**WAN Backhaul**" means the communication link between FlexNet Base Stations and Remote Transceivers and RNI.



**Exhibit A  
Software**

**Software as a Service**

**I. Description of Services**

This exhibit contains the details of the Software as a Service that Sensus shall provide to Customer if both: (i) pricing for the application of Software as a Service has been provided to the Customer; and (ii) the Customer is current in its payments for such application of Software as a Service.

**A. Software as a Service Generally.**

Software as a Service is a managed service in which Sensus will be responsible for the day-to-day monitoring, maintenance, management, and supporting of Customer's software applications. In a Software as a Service solution, Sensus owns all components of the solution (server hardware, storage, network equipment, Sensus software, and all third-party software) required to run and operate the application. These software applications consist of the following (each an "Application"):

- Regional Network Interface (RNI) Software
- Sensus Analytics
  - Enhanced Package

The managed application systems consist of the hardware, Sensus Software, and other third-party software that is required to operate the software applications. Each Application will have a production, and Disaster Recovery (as described below) environment. Test environments are not provided unless otherwise specifically agreed by Sensus in writing. Sensus will manage the Applications by providing 24 x 7 x 365 monitoring of the availability and performance of the Applications.

**B. Usage License.** Subject to all the terms and conditions of this Agreement, Sensus hereby gives Customer a license under Sensus' intellectual property rights to use the Sensus Applications for the Permitted Use for so long as Customer is current in its payments for the Applications ("Usage License"). This Usage License shall commence on the Effective Date and shall terminate upon the earlier of: (i) the expiration or termination of this Agreement for any reason; (ii) if Customer uses the Applications provided hereunder other than for the Permitted Use; and (iii) the Application is terminated as set forth below.

**C. Termination of Software as a Service.** Customer shall have the option at any time after full deployment but before the end of the Term to terminate any Application by giving Sensus one hundred twenty (120) days prior written notice. Such notice, once delivered to Sensus, is irrevocable. Should Customer elect to terminate any Application, Customer acknowledges that: (a) Customer shall pay all applicable fees, including any unpaid Software as a Service fees; and (b) Software as a Service for such Application shall immediately cease. If Customer elects to terminate the RNI Application in the Software as a Service environment but does not terminate the Agreement generally, then upon delivery of the notice to Sensus, Customer shall purchase the necessary (a) RNI hardware and (b) RNI software license, each at Sensus' then-current pricing. No portion of the Software as a Service fees shall be applied to the purchase of the RNI hardware or software license.

**D. "Software as a Service" means only the following services:**

- i. Sensus will provide the use of required hardware, located at Sensus' or a third-party's data center facility (as determined by Sensus), that is necessary to operate the Application.
- ii. Sensus will provide production and disaster recovery environments for Application.
- iii. Sensus will provide patches, updates, and upgrades to latest Sensus Hosted Software release.
- iv. Sensus will configure and manage the equipment (server hardware, routers, switches, firewalls, etc.) in the data centers:
  - a. Network addresses and virtual private networks (VPN)
  - b. Standard time source (NTP or GPS)
  - c. Security access points
  - d. Respond to relevant alarms and notifications
- v. Capacity and performance management. Sensus will:
  - a. Monitor capacity and performance of the Application server and software applications 24x7 using KPI metrics, thresholds, and alerts to proactively identify any potential issues related to system capacity and/or performance (i.e. database, backpool, logs, message broker storage, etc.)
  - b. If an issue is identified to have a potential impact to the system, Sensus will open an incident ticket and manage the ticket through resolution per Exhibit B, Technical Support.
  - c. Manage and maintain the performance of the server and perform any change or configuration to the server, in accordance to standard configuration and change management policies and procedures.
  - d. Manage and maintain the server storage capacity and performance of the Storage Area Network (SAN), in accordance to standard configuration and change management policies and procedures.
  - e. Exceptions may occur to the system that require Sensus to take immediate action to maintain the system capacity and performance levels, and Sensus has authority to make changes without Customer approval as needed, in accordance to standard configuration and change management policies and procedures.
- vi. Database management. Sensus will:
  - a. Define data retention plan and policy.
  - b. Monitor space and capacity requirements.
  - c. Respond to database alarms and notifications.
  - d. Install database software upgrades and patches.
  - e. Perform routine database maintenance and cleanup of database to improve capacity and performance, such as rebuilding indexes, updating indexes, consistency checks, run SQL query/agent jobs, etc.
- vii. Incident and Problem Management. Sensus will:
  - a. Proactively monitor managed systems (24x7x365) for key events and thresholds to proactively detect and identify incidents.
  - b. Respond to incidents and problems that may occur to the Application(s).
  - c. Maintain policies and procedures for responding to incidents and performing root cause analysis for ongoing problems.
  - d. Correlate incidents and problems where applicable.
  - e. Sensus personnel will use the Salesforce Self Service Portal to document and track incidents.
  - f. In the event that a Sensus personnel is unable to resolve an issue, the issue will be escalated to the appropriate Subject Matter Expert (SME).
  - g. Maintain responsibility for managing incident and problems through resolution and will coordinate with Customer's personnel and/or any required third-party vendor to resolve the issue.
  - h. Provide telephone support consistent with Exhibit B, Technical Support in the case of undetected events.
- viii. Security Management. Sensus will:

- a. Monitor the physical and cyber security of the server and Application(s) 24x7 to ensure system is highly secure in accordance with NIST Security Standards.
- b. Perform active intrusion prevention and detection of the data center network and firewalls, and monitor logs and alerts.
- c. Conduct period penetration testing of the network and data center facilities.
- d. Conduct monthly vulnerability scanning by both internal staff and external vendors.
- e. Perform Anti-Virus and Malware patch management on all systems.
- f. Install updates to virus protection software and related files (including Virus signature files and similar files) on all servers from the update being generally available from the anti-virus software provider.
- g. Respond to any potential threat found on the system and work to eliminate Virus or Malware found.
- h. Sensus adheres to and submits certification to NERC/CIP Cyber Security standards.
- i. Sensus actively participates/monitors industry regulation/standards regarding security – NERC, FERC, NIST, OpenSG, etc. through the dedicated Sensus Security team.
- j. Provide secure web portal access (SSL) to the Application(s).
- ix. Backup and Disaster Recovery Management. Sensus will:
  - a. Perform daily backups of data providing one (1) year of history for auditing and restoration purposes.
  - b. Back-up and store data (on tapes or other storage media as appropriate) off-site to provide protection against disasters and to meet file recovery needs.
  - c. Conduct incremental and full back-ups to capture data, and changes to data, on the Application(s).
  - d. Sensus will replicate the Application(s) environments to a geographically separated data center location to provide a full disaster recovery environment for the Application production system.
  - e. Provide disaster recovery environment and perform fail-over to DR environment within forty-eight (48) hours of declared event.
  - f. Generate a report following each and any disaster measuring performance against the disaster recovery plan and identification of problem areas and plans for resolution.
  - g. Maintain a disaster recovery plan. In the event of a disaster, Sensus shall provide the services in accordance with the disaster recovery plan.
  - h. In the case of a disaster and loss of access to or use of the Application, Sensus would use commercially reasonable efforts per the Recovery Time Objectives and Recovery Point Objectives specified herein to restore operations at the same location or at a backup location within forty-eight (48) hours.
  - i. The Application shall have a Recovery Time Objective (RTO) of forty-eight (48) hours.
  - j. The Recovery Point Objective (RPO) shall be a full recovery of the Application(s), with an RPO of one (1) hours, using no more than a twenty-four (24) hour old backup. All meter-related data shall be pushed from each Base Station/TGB restoring the database to real-time minus external interfaced systems from the day prior.
  - k. Data from external interfaced systems shall be recreated within a forty-eight (48) hour period with the assistance of Customer personnel and staff, as needed.

**E. Customer Responsibilities:**

- i. Coordinate and schedule any changes submitted by Sensus to the system in accordance with standard configuration and change management procedures.
- ii. Participate in all required configuration and change management procedures.
- iii. Customer will log incidents related to the managed Application with Sensus personnel via email, web portal ticket entry, or phone call.
- iv. Responsible for periodic processing of accounts or readings (i.e. billing files) for Customer's billing system for billing or other analysis purposes.
- v. Responsible for any field labor to troubleshoot any SmartPoint modules or smart meters in the field in populations that have been previously deployed and accepted.
- vi. First response labor to troubleshoot FlexNet Base Station, Echo Transceivers, Remote Transceivers or other field network equipment.
- vii. Responsible for local area network configuration, management, and support.
- viii. Identify and research problems with meter reads and meter read performance.
- ix. Create and manage user accounts.
- x. Customize application configurations.
- xi. Support application users.
- xii. Investigate application operational issues (e.g. meter reads, reports, alarms, etc.).
- xiii. Respond to alarms and notifications.
- xiv. Perform firmware upgrades over-the-air, or delegate and monitor field personnel for on-site upgrades.

**F. "Software as a Service" does not include any of the following services:**

- i. Parts or labor required to repair damage to any field network equipment that is the result of a Force Majeure event.
- ii. Any integration between applications, such as Harris MeterSense, would require a Professional Services contract agreement to be scoped, submitted, and agreed in a signed writing between Sensus and all the applicable parties.

If an item is not listed in subparagraphs in item (D) above, such item is excluded from the Software as a Service and is subject to additional pricing.

**II. Further Agreements**

**A. System Uptime Rate**

- i. Sensus (or its contractor) shall manage and maintain the Application(s) on computers owned or controlled by Sensus (or its contractors) and shall provide Customer access to the managed Application(s) via internet or point to point connection (i.e., Managed-Access use), according to the terms below. Sensus endeavors to maintain an average System Uptime Rate equal to ninety-nine (99.0) per Month (as defined below). The System Uptime Rate, cumulative across all Applications, shall be calculated as follows:

$$\text{System Uptime Rate} = 100 \times \frac{\text{TMO} - \text{Total Non-Scheduled Downtime minutes in the Month}}{\text{TMO}}$$

**i. Calculations**

- a. "Targeted Minutes of Operation" or "TMO" means total minutes cumulative across all Applications in the applicable month ("Month") minus the Scheduled Downtime in the Month.
- b. "Scheduled Downtime" means the number of minutes during the Month, as measured by Sensus, in which access to any Application is scheduled to be unavailable for use by Customer due to planned system maintenance. Sensus shall provide Customer notice (via email or

otherwise) at least seven (7) days in advance of commencement of the Scheduled Downtime.

- c. **"Non-Scheduled Downtime"** means the number of minutes during the Month, as measured by Sensus, in which access to any Application is unavailable for use by Customer due to reasons other than Scheduled Downtime or the Exceptions, as defined below (e.g., due to a need for unplanned maintenance or repair).
  - ii. **Exceptions.** "Exceptions" mean the following events:
    - a. Force Majeure;
    - b. Emergency Work, as defined below; and
    - c. Lack of Internet Availability, as described below.
  - i. **Emergency Work.** In the event that Force Majeure, emergencies, dangerous conditions or other exceptional circumstances arise or continue during TMO, Sensus shall be entitled to take any actions that Sensus, in good faith, determines is necessary or advisable to prevent, remedy, mitigate, or otherwise address actual or potential harm, interruption, loss, threat, security or like concern to any of the Application(s) ("Emergency Work"). Such Emergency Work may include, but is not limited to: analysis, testing, repair, maintenance, re-setting and other servicing of the hardware, cabling, networks, software and other devices, materials and systems through which access to and/or use of the Application(s) by the Customer is made available (the "Managed Systems"). Sensus shall endeavor to provide advance notice of such Emergency Work to Customer when practicable and possible.
  - ii. **Lack of Internet Availability.** Sensus shall not be responsible for any deterioration of performance attributable to latencies in the public internet or point-to-point network connection operated by a third party. Customer expressly acknowledges and agrees that Sensus does not and cannot control the flow of data to or from Sensus' networks and other portions of the Internet, and that such flow depends in part on the performance of Internet services provided or controlled by third parties, and that at times, actions or inactions of such third parties can impair or disrupt data transmitted through, and/or Customer's connections to, the Internet or point-to-point data connection (or portions thereof). Although Sensus will use commercially reasonable efforts to take actions Sensus may deem appropriate to mitigate the effects of any such events, Sensus cannot guarantee that such events will not occur. Accordingly, Sensus disclaims any and all liability resulting from or relating to such events.
- B. Data Center Site-Security.** Although Sensus may modify such security arrangements without consent or notice to Customer, Customer acknowledges the following are the current arrangements regarding physical access to and support of the primary hardware components of the Managed Systems:
- i. The computer room(s) in which the hardware is installed is accessible only to authorized individuals.
  - ii. Power infrastructure includes one or more uninterruptible power supply (UPS) devices and diesel generators or other alternative power for back-up electrical power.
  - iii. Air-conditioning facilities (for humidity and temperature controls) are provided in or for such computer room(s) and can be monitored and adjusted for humidity and temperature settings and control. Such air systems are supported by redundant, back-up and/or switch-over environmental units.
  - iv. Such electrical and A/C systems are monitored on an ongoing basis and personnel are available to respond to system emergencies (if any) in real time.
  - v. Dry pipe pre-action fire detection and suppression systems are provided.
  - vi. Data circuits are available via multiple providers and diverse paths, giving access redundancy.
- C. Responsibilities of Customer**
- i. Customer shall promptly pay all Software as a Service fees.
  - ii. Customer may not (i) carelessly, knowingly, intentionally or maliciously threaten, disrupt, harm, abuse or interfere with the Application(s), Managed Systems or any of their functionality, performance, security or integrity, nor attempt to do so; (ii) impersonate any person or entity, including, but not limited to, Sensus, a Sensus employee or another user; or (iii) forge, falsify, disguise or otherwise manipulate any identification information associated with Customer's access to or use of the Application(s).
  - iii. The provisioning, compatibility, operation, security, support, and maintenance of Customer's hardware and software ("Customer's Systems") is exclusively the responsibility of Customer. Customer is also responsible, in particular, for correctly configuring and maintaining (i) the desktop environment used by Customer to access the Application(s) managed by Sensus; and (ii) Customer's network router and firewall, if applicable, to allow data to flow between the Customer's Systems and Sensus' Managed Systems in a secure manner via the public Internet.
  - iv. Upon receiving the system administrator account from Sensus, Customer shall create username and passwords for each of Customer's authorized users and complete the applicable Sensus registration process ("Authorized Users"). Such usernames and passwords will allow Authorized Users to access the Application(s). Customer shall be solely responsible for maintaining the security and confidentiality of each user ID and password pair associated with Customer's account, and Sensus will not be liable for any loss, damage or liability arising from Customer's account or any user ID and password pairs associated with Customer. Customer is fully responsible for all acts and omissions that occur through the use of Customer's account and any user ID and password pairs. Customer agrees (i) not to allow anyone other than the Authorized Users to have any access to, or use of Customer's account or any user ID and password pairs at any time; (ii) to notify Sensus immediately of any actual or suspected unauthorized use of Customer's account or any of such user ID and password pairs, or any other breach or suspected breach of security, restricted use or confidentiality; and (iii) to take the Sensus-recommended steps to log out from and otherwise exit the Application(s) and Managed Systems at the end of each session. Customer agrees that Sensus shall be entitled to rely, without inquiry, on the validity of the user accessing the Application(s) application through Customer's account, account ID, usernames or passwords.
  - v. Customer shall be responsible for the day-to-day operations of the Application(s) and AMI System. This includes, without limitation, (i) researching problems with meter reads and system performance, (ii) creating and managing user accounts, (iii) customizing application configurations, (iv) supporting application users, (v) investigating application operational issues, (vi) responding to alarms and notifications, and (vii) performing over-the-air commands (such as firmware updates or configuration changes).

### III. Sensus Analytics

#### A. Essential Package. The Essential Package of the Sensus Analytics Application shall consist of the following modules:

- i. Device Access
  - a. Allows search for meter details by using data imported from the Billing system or the Sensus Device ID or AMI ID.
  - b. Allows a view of the meter interval or register reads.
  - c. Meter data is available to be copied, printed, or saved to certain user programs or file formats, specifically CSV, PDF, and Spreadsheet.
  - d. Allows the current and historical data to be viewed.
  - e. Allows the current usage to be compared to historical distribution averages.
  - f. Allows the user to see the meter location on a map view.
  - g. Allows notifications for an event on a single meter to be forwarded to a Customer employee.
  - h. Allows details to be viewed about a meter – (dependent on the data integrated from other systems).
- ii. Meter Insight (provides the following)
  - a. # of active meters.
  - b. # of orphaned meters with drill down to the list of meters.
  - c. # of inactive meters with drill down to the list of meters.

- d. # of stale meters with drill down to the list of meters.
- e. # of almost stale meters with drill down to the list of meters.
- f. # of meters where no read is available with drill down to the list of meters.
- g. # of meters with high threshold exceptions with drill down to the list of meters.
- h. # of unknown radios with drill down to the list of meters.
- iii. Report Access
  - a. Allows the user to see meter alarms and choose a report from a list of standard reports.
  - b. Master Route Register Reads: Shows the latest reads for all meters within specified time window.
  - c. Meter Route Intervals Reads: Allows users to inspect intervals of a single meter over a period of time.
  - d. Master Route No Readings: List all meters that are active in the system, but have not been sending reads within the specified time window.
  - e. Consumption Report: List meters' consumption based on meter readings within the specified time window.
  - f. Zero Consumption for Period: List meters whose readings do not change over a period of time.
  - g. Negative Consumption: Shows the number of occurrences and readings of negative consumption for the last 24hr, 48hr and 72hr from the entered roll up date.
  - h. High Low Exception Report: Displays meters whose reads exceed minimum or/and maximum threshold, within a time range.
  - i. Consumption vs Previous Reported Read: Compares latest reading (from RNI) with last known read received from CIS.
  - j. Consumption Exception 24 hour Report: This report shows meters that satisfy these two conditions: (1) The daily average consumptions exceed entered "daily consumption threshold;" (2) The number of days when daily thresholds are exceeded are greater than the entered "exception per day threshold."
  - k. Endpoint Details: Shows the current state of meters that are created within the specified time range.
  - l. Orphaned Meters: List meters that are marked as 'orphaned', which are created as of entered "Created as of" parameter.
  - m. Billing Request Mismatch: Displays meters in a billing request that have different AMR id with the ones sent by RNI. It also shows AMR id in billing request that have different meter Id in the RNI.
  - n. Users need to enter which billing request file prior to running the report.
  - o. Alarms Report: List all alarms occurred during a time window. Users can select which alarm to show.
- iv. Billing Access
  - a. Initiate the creation of billing export files formatted to the import needs of the billing system.
  - b. Receive billing request files from the billing system to identify what meters to include in the billing export file in the case where billing request file option is used.
  - c. Provides a repository of past billing files that were either used for billing preparation or actually send to the billing system.
  - d. Will store created billing files for a period of three years unless otherwise denoted.
  - e. The system will allow creation of test files before export to the billing system.
- v. Billing Adaptor
  - a. The underlying configurator and tools mapping the extraction of billing data to enable integration to the utility's billing system.
- vi. Data Store
  - a. Allows storage of meter reading data including Intervals, Registers, and Alarms to be stored.
  - b. Stored data is available online for reports and analysis.
  - c. Data will be retained for 3 years. Additional duration can be purchased.
- B. **Enhanced Package.** The Enhanced Package shall consist of the modules listed above in the Essential Package, as well as the following additional modules:
  - i. Alarm Dashboard
    - a. Allows the user to summarize and filter alarms by a date range.
    - b. Allows the user to review all alarm types on a single screen.
    - c. The user can filter out the alarms not wanted on the screen.
    - d. Alarm totals can be visualized.
    - e. Adds a view of trending alarms over time.
    - f. Click to drill down on an alarm to gain more information on specific events.
    - g. Click to analyze a specific event on a particular device.
  - ii. Alarm Console
    - a. Follow real time monitors of the alarms coming from Customer's meters.
    - b. Provides a single view for all alarms across the entire network.
    - c. Allows the user to view trending of each alarm over time.
  - iii. Alert Manager
    - a. Allows creation of alert groups who will be notified when an alarm occurs.
    - b. Users can manage alert groups by adding and removing group members.
    - c. Allows selection of notification method for how end users in the group will be notified; email or SMS (text message).
    - d. Allows creation of an alert from the available system events from smart points and assign to a group.
    - e. Monitors the systems meters for events. When an event is triggered, all users in the group will be notified.
- D. **Integration of Sensus Analytics.** Sensus shall provide integration support services to Customer only to the extent specifically provided below:
  - i. Sensus shall provide Customer with a simple flat file specification known as VFlex for the integration of the Customer's back office system to the Sensus Analytics modules. This flat file may be delimited or fixed width. This specification allows Customer to transmit each day or as needed: the devices and end users in the system, end user status, end user account information, end user name, and other end user details. When sent to the Sensus FTP servers, this file exchange will enable the system to become operational with the Customer's systems. Customer shall produce this file and transmit it to the FTP location designated by Sensus. Sensus will provide reasonable support to explain to Customer the required vs. optional fields that are in the specification, testing and validation of the file format and content.
    - a. In scope of the included integration efforts is the mapping the Customer's fields to the VFlex specification.
    - b. Out of scope and subject to additional charges will be the transformation of data where business logic including code must be written to modify the field content or format of the data to meet the VFlex specification.
  - ii. Sensus' integration services consists of four (4) hours of assistance (remote or on-site, as determined by Sensus). If additional time is needed to complete the integration efforts, Sensus shall invoice Customer for additional fees on an actual time and materials basis.
  - iii. **If an item is not listed in subparagraphs (i) or (ii) above, such item is excluded from the integration of Sensus Analytics Support and is subject to additional pricing.**

E. **Data Import.** The Sensus Analytics Application contains adapters for the import of data from: (a) Customer's FlexNet AMI System; and/or (b) AutoRead application for handheld and drive by systems, as applicable.

F. **Customer Acknowledgements.**

- i. Customer acknowledges that the Sensus Analytics Application provides up to fifty (50) user logins for Customer's use.
- ii. Customer acknowledges and agrees the Sensus Analytics Application is based upon the actual number of End Users within Customer's Service Territory. Pricing may increase if Customer's Service Territory or actual number of End Users expands.
- iii. Customer acknowledges that all data related to the Sensus Analytics Applications is geographically hosted within the United States of America. Customer accepts the geographic location of such hosting, and indemnifies Sensus for any claims resulting therefrom.
- iv. Customer acknowledges and agrees that the Intellectual Property provisions of this Agreement apply in all respects to Customer's access to and use of the Sensus Analytics Applications.
- v. Customer is responsible for validating the data analyzed by the Sensus Analytics Applications. Sensus makes no promises of improving Customer's operations or saving Customer money, nor is Sensus liable for any damages resulting from decisions made by Customer related to Customer's use of Sensus Analytics.

IV. **Third Party Software.**

A. **RedHat Linux.** If Sensus is providing Customer with a license to use RedHat Linux Software, Customer agrees to the following:

By entering into this Agreement, Customer agrees to abide by and to be legally bound by the terms and conditions of the Red Hat End User License Agreements identified below, each of which are incorporated into this Agreement by reference and are available at the websites identified below. Please read the Red Hat End User License Agreements and incorporated references carefully.

Subscription:	End User License Agreement:
Red Hat Enterprise Linux	<a href="http://www.redhat.com/licenses/rhel_rha_eula.html">http://www.redhat.com/licenses/rhel_rha_eula.html</a>
JBoss Enterprise Middleware	<a href="http://www.redhat.com/licenses/jboss_eula.html">http://www.redhat.com/licenses/jboss_eula.html</a>

**Exhibit B**  
**Technical Support**

**1. Introduction**

Sensus Technical Services provides utility customers with a single point of contact for Tier 1 support of technical issues as well as any coordination of additional resources required to resolve the issue. Requests that require specialized skills are to be forwarded to a senior support engineer or Technical Advisor within the team for further analysis. If Technical Services has exhausted all troubleshooting efforts for the product type, the issue will escalate to the Engineering Support Team. Occasionally, on-site troubleshooting/analysis may be required. The preferred order of on-site support is:

- a) The Customer (for assistance with the easiest and lowest time-consuming activities such as power on/power off).
- b) The local distributor.
- c) Sensus employees or contracted personnel, if required to fulfill a contract commitment.

**2. Support Categories**

- 2.1. General questions regarding functionality, use of product, how-to, and requests for assistance on Sensus AMR, AMI, RF Network Equipment, Metering Products and Sensus Lighting Control.
- 2.2. Proactive reporting and resolution of problems.
- 2.3. Reactive reporting to isolate, document, and solve reported hardware/software defects.
- 2.4. Responding to service requests and product changes.
- 2.5. Addressing customer inquiries with printed or electronic documentation, examples, or additional explanation/clarification.

**3. Support Hours**

- 3.1. Standard Support Hours: Toll-free telephone support (1-800-638-3748 option #2) is available Monday thru Friday from 8:00AM EST to 8:00PM EST. After-hours, holiday and weekend support for Severity 1 and Severity 2 issues is available by calling 1-800-638-3748, option #8.

**4. Support Procedures**

- 4.1. Customer identifies an issue or potential problem and calls Technical Services at 1-800-638-3748 Option #2. The Customer Service Associate or Technical Support Engineer will submit a Support ticket.
- 4.2. The Customer Service Associate or Technical Support Engineer will identify the caller name and utility by the assigned software serial number, city, and state in which the call originated. The nature of the problem and severity levels will be agreed upon by both parties (either at the time the issue is entered or prior to upgrading or downgrading an existing issue) using the severity definitions below as a guideline. The severity level is then captured into a support ticket for creation and resolution processing. Any time during the processing of this ticket, if the severity level is changed by Sensus, the customer will be updated.

Severity Levels Description:

**Sev1** Customer's production system is down. The system is unusable resulting in total disruption of work. No workaround is available and requires immediate attention.

Example: Network mass outage, all reading collection devices inoperable, inoperable head end software (e.g., RNI Software, Sensus MDM).

**Sev2** Major system feature/function failure. Operations are severely restricted; there is a major disruption of work, no acceptable work-around is available, and failure requires immediate attention.

Examples: Network equipment failure (e.g., FlexNet Echo, FlexNet Remote, Base Station transceiver, or VGB); inoperable reading devices (e.g., AR5500, VXU, VGB, or CommandLink); head end software application has important functionality not working and cannot create export file for billing system operations.

**Sev3** The system is usable and the issue doesn't affect critical overall operation.

Example: Minor network equipment failure (e.g., Echo/Remote false alarms or Base Station transceiver false alarms); head end software application operable but reports are not running properly, modification of view or some non-critical function of the software is not running.

**Sev4** Minor system issues, questions, new features, or enhancement requests to be corrected in future versions.

Examples: Minor system issues, general questions, and "How-To" questions.

- 4.3. The Customer Service Associate or Technical Support Engineer identifies whether or not the customer is on support. If the customer is not on support, the customer is advised of the service options as well as any applicable charges that may be billed.
- 4.4. Calls are placed in a queue from which they are accessible to Technical Support Engineers on a first-come-first-serve basis. A first level Customer Service Associate may assist the customer, depending on the difficulty of the call and the representative's technical knowledge. Technical Support Engineers (Tier 1 support) typically respond/resolve the majority of calls based on their product knowledge and experience. A call history for the particular account is researched to note any existing pattern or if the call is a new report. This research provides the representative a basis and understanding of the account as well as any associated problems and/or resolutions that have been communicated.
  - a. Technical Services confirms that there is an issue or problem that needs further analysis to determine its cause. The following information must be collected: a detailed description of the issue's symptoms, details on the software/hardware product and version, a description of the environment in which the issue arises, and a list of any corrective action already taken.
  - b. Technical Services will check the internal database and product defect tracking system, to see if reports of a similar problem exist, and if any working solutions were provided. If an existing resolution is found that will address the reported issue, it shall be communicated to the customer. Once it is confirmed that the issue has been resolved, the ticket is closed.
  - c. If there is no known defect or support that defines the behavior, Technical Services will work with the customer to reproduce the issue. If the issue can be reproduced, either at the customer site or within support center test lab, Technical Services will escalate the ticket for further investigation / resolution.

If the issue involves units that are considered to be defective with no known reason, the representative will open a Special Investigation RMA through the Support system. If it is determined that a sample is required for further analysis, the customer will be provided with instructions that detail where to send the product sample(s) for a root cause analysis. Once it is determined that the issue cannot be resolved by Tier 1 resources, the ticket will be escalated to Tier 2 support for confirmation/workarounds to resolve immediate issue. Technical Services will immediately contact the customer to advise of the escalation. The response and escalation times are listed in Section 5. At this time, screen shots, log files, configuration files, and database backups will be created and attached to the ticket.

5. **Response and Resolution Targets.**

Sensus Technical Support will make every reasonable effort to meet the following response and resolution targets:

Severity	Standard Target Response	Standard Target Resolution	Resolution (one or more of the following)
1	30 Minutes	Immediately assign trained and qualified Services Staff to correct the error on an expedited basis. Provide ongoing communication on the status of a correction.	<ul style="list-style-type: none"> <li>• Satisfactory workaround is provided.</li> <li>• Program patch is provided.</li> <li>• Fix incorporated into future release.</li> <li>• Fix or workaround incorporated into the Support Knowledge Base.</li> </ul>
2	4 hours	Assign trained and qualified Services Staff to correct the error. Provide communication as updates occur.	<ul style="list-style-type: none"> <li>• Satisfactory workaround is provided.</li> <li>• Program patch is provided.</li> <li>• Fix incorporated into future release.</li> <li>• Fix or workaround incorporated into the Support Knowledge Base.</li> </ul>
3	1 Business Day	90 business days	<ul style="list-style-type: none"> <li>• Answer to question is provided.</li> <li>• Satisfactory workaround is provided.</li> <li>• Fix or workaround incorporated into the Support Knowledge Base.</li> <li>• Fix incorporated into future release.</li> </ul>
4	2 Business Days	12 months	<ul style="list-style-type: none"> <li>• Answer to question is provided.</li> <li>• Fix or workaround incorporated into the Support Knowledge Base.</li> </ul>

6. **Problem Escalation Process.**

- 6.1. If the normal support process does not produce the desired results, or if the severity has changed, the issue may be escalated as follows to a higher level of authority.
- 6.1.1. Severity 1 issues are escalated by Sales or Technical Services to a Supervisor if not resolved within 2 hours; to the Manager level if not resolved within 4 hours; to the Director level if not resolved within the same business day; and to the VP level if not resolved within 24 hours.
  - 6.1.2. A customer may escalate an issue by calling 1-800-638-3748, Option 2. Please specify the Support ticket number and the reason why the issue is being escalated.
  - 6.1.3. In the event that a customer is not satisfied with the level of support or continual problem with their products, they may escalate a given Support ticket to Manager of Technical Services (1-800-638-3748, Option 2).

7. **General Support Provisions and Exclusions.**

- 7.1. Sensus provides online documentation for Sensus products through the Sensus User Forum (<http://myflexnetsystem.com/Module/User/Login>). All Sensus customers are provided access to this online database, which includes operation, configuration and technical manuals. Sensus also hosts periodic user group teleconferences to facilitate the interchange of product ideas, product enhancements, and overall customer experiences. The customer shall provide names and email accounts to Sensus so Sensus may provide access to the Portal.
- 7.2. Specialized support from Sensus is available on a fee basis to address support issues outside the scope of this support plan or if not covered under another specific maintenance contract. For example, specialized systems integration services or out of warranty network equipment repair that is not covered under a separate maintenance contract.

# Appendix C

Reserved



# Appendix D

## WARRANTY

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

1. Project Materials and Supplies.

(a) General. Water meters and equipment included in Project Materials and Supplies that Client purchases from Core & Main are warranted by the manufacturer to be free from Manufacturers' Defects for the period specified in the manufacturer's warranty. A copy of the present warranty of each water meter manufacturer that will supply water meters and equipment as part of the Project Materials and Supplies is attached hereto as Exhibit D-1. The term of such manufacturer's warranty shall be as set forth in such attached warranty (as the same may be changed from time to time during the course of the performance of the Master Agreement, but with changes to apply only to purchases of water meters occurring after the change becomes effective), but generally the start date for water meter warranties is the date of the manufacturer's shipment of such water meter as noted in the applicable Acceptance Certificate attached to this Agreement as Exhibit A-2 ("Manufacturer's Warranty Period"). PROJECT MATERIALS AND SUPPLIES OTHER THAN WATER METERS and EQUIPMENT ARE NOT WARRANTED EXCEPT TO THE EXTENT OF ANY APPLICABLE MANUFACTURER'S WARRANTY, IF ANY. CORE & MAIN DOES NOT PROVIDE ANY SEPARATE WARRANTY FOR PROJECT MATERIALS AND SUPPLIES.

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

2. Work and Services.

(a) General. Core & Main warrants that all Work and Services provided by Core & Main shall be performed by Core & Main in accordance with the standards of care and diligence practiced by recognized firms in Core & Main's industry in performing Work of a similar nature in existence at the time of performance, with such warranty to expire one year after completion of the work or services (the "Warranty Period").

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

3. DISCLAIMER OF FURTHER WARRANTIES. EXCEPT FOR THE FOREGOING EXPRESS WARRANTY, CORE & MAIN DISCLAIMS ALL EXPRESS AND IMPLIED WARRANTIES INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL CORE & MAIN BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES OF ANY KIND.

## **Exhibit D-1**

### **Manufacturers' Warranties**

Attached to this Exhibit D-1 are the manufacturers' warranties for each of the following manufacturers of water meters, which are the only brands of water meters that Core & Main plans to use in connection with the Project.