



EXHIBIT G

RESPONSE TO REQUEST FOR PROPOSAL FOR

RFP 22-14-09-HR

Advanced Metering Infrastructure - Resolicit

SUBMISSION DATE:

Monday, November 28, 2022
2:00 PM

SUBMITTED TO:

Holly Raphaelson, C.P.M., CPPO, CPSM, NIGP-CPP,
Contracts Administrator
City Hall
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November 28, 2022

Holly Raphaelson – Contracts Administrator
10770 West Oakland Park Blvd.
Sunrise, Florida 33351

Response to RFP 22-14-09-HR Advanced Metering Infrastructure

Core & Main LP (“Core & Main”) is pleased to present the following response to The City of Sunrise’s Request for Proposal for Advanced Metering Infrastructure.

Throughout the proposal, we believe Sunrise will see that **Core & Main fully understands the goals of the city** to supply high-quality water that exceeds federal, state, and local standards, the responsibility you have for the efficient, effective, environmentally-sound disposal of wastewater, and the successful transmission of natural gas to the Sunrise utility base. Core & Main is excited to provide the Sensus FlexNet solution of Advanced Metering Infrastructure and CORE+ Network as a Service that will be the backbone of a Smart Utility Solution for the City of Sunrise.

The Sensus FlexNet AMI network was designed to evolve over time to meet both the current and future needs of utilities and is a carrier-grade, nationwide network, with nearly 1,000 MHz (combined) of dedicated frequencies housed within nearly 650 FCC private spectrum licenses. The key benefit of FCC-licensed, primary-use spectrum is control of the RF noise floor within the network for the life of the system.

Below we have outlined the key benefits of our proposal:

- **Sensus FlexNet’s FCC-Licensed, Primary-Use Spectrum:** Like AT&T, Sprint, Verizon, and other mission-critical data communication networks, FlexNet uses an FCC-licensed, primary-use spectrum. Unlike cellular or third-party networks, FlexNet is dedicated to the purpose of Utility communications, such as reading meter endpoints as is its primary task. Each time the FlexNet system has been improved, backward compatibility of the endpoint has been maintained.
- **Best-in-Class Network as a Service (NaaS):** Core & Main will provide Sunrise with local NaaS support with two full-time dedicated **CORE+ technicians that will maintain all network infrastructure as well as all meters and AMI endpoints! With our CORE+ technicians being full-time on site there will be no maintenance required by city staff for meters or AMI endpoints.** Additionally, we have included our Mobile Base Station that will minimize downtime for weather related and servicing events. **We will stock all necessary AMI network components in our Oakland Park Branch location. All for \$0.89 Per Meter Per Month!**
 - To show our commitment to the success of this project, our team will provide **No cost increase in monthly NaaS fees for the first five years!**

- **Smart Utility Network:** Only FlexNet provides utilities across the Country with the flexibility to communicate and control many third-party devices. This ability will allow FlexNet to be the backbone of a Smart Utility platform Sunrise can use for many current and future needs. FlexNet, bundled with the CORE+ suite of solutions, will provide the ability to adopt many Smart Applications for the city's water, wastewater, stormwater, and gas distribution systems.
- **Dual-Port Endpoints:** With the ability to deploy one endpoint for two meters, Sunrise will see a significant reduction in product and deployment costs while maintaining all functionality for endpoints.
- **Industry-leading Warranty:** In 2004, Sensus set the standard for battery warranties at 10-year full, 10-year prorated. As battery technology has improved, so has our industry-leading warranty. In 2018 Sensus became the first and only Meter/AMI manufacturer to provide a **15-year full, 5-year prorated warranty on battery-powered meters and endpoints.**
- **No Cost for the EPA 2024 Required Lead Service Line Audit:** Our team will provide the lead survey audit data to Sunrise for no additional cost if the lead audit is completed during the meter installation.
- **Tyler Munis Integration Experts:** Our Professional Services Team has completed hundreds of Tyler Munis billing integrations and will provide Sunrise billing with a smooth transition from manual to AMI billing.

We appreciate the opportunity to partner with the City of Sunrise on this important and exciting project. Eric Corey and I will be the primary contacts throughout the proposal evaluation and next steps:

Shawn Kietzman
Senior Sales Manager
National Metering & Technology
Shawn.Kietzman@coreandmain.com
(812) 767-9253

Eric Corey
South Florida Smart Utility Specialist
Eric.Corey@coreandmain.com
(772) 971-9592



Shawn Kietzman
Senior Sales Manager – National Metering & Technology
Mobile: (812)767-9253
Shawn.Kietzman@coreandmain.com

3. Company Background & History

Core & Main was established in 2004 and built on the foundation of 80+ legacy companies, including HD Supply Waterworks, Hughes Supply, and National Waterworks. Our products are integral to building, repairing, and maintaining water and wastewater systems. They serve as part of the basic municipal infrastructure required to support population and economic growth, including residential and commercial construction. C&M holds a **leading market position** in the United States for water, sewer, storm drain, and fire protection products.

We have over 4,100 employees, across 47 states, and 285 locations that strive every day to provide local knowledge, experience, and service nationwide.



Our Vision

To foster a world where communities thrive because our people and products provide safe, sustainable infrastructure for generations to come.

Our Mission

We are industry leaders, supplying local expertise, service, and products nationwide to build innovative water, wastewater, energy and fire protection solutions for our customers and the communities we serve.

We invest in the development and well-being of our people, who are the key to our future. Together, we act with honesty and integrity because we believe strong relationships make for strong communities.

Our Core Principles



- Our team members are family
- Honesty & integrity guide us
- Everyone is in sales
- We value industry, technical & local expertise
- We are action-oriented & accountable
- We are growth-focused

Core & Main AMI Expertise

Core & Main counts AMI and metering as one of its core initiatives. Our company has been selling and supporting automated meter functions for several decades, starting with its infancy in touch-read, its evolution into radio read, and now AMI. We are the largest distributor of Sensus metering products in the United States and are the exclusive Sensus distributor in Florida.

With brick-and-mortar locations across the United States, Core & Main provides our customers with premium waterworks supplies and services. Our prime servicing branch for the City of Sunrise is Oakland Park, and we have 15 Brick and mortar locations in the state of Florida. We have full-time local AMI service and support technicians and project managers on staff that will be dedicated to the deployment of this project.



Through our CORE+ Managed Services program, Sunrise will have the highest level of Network as a Service (NaaS) in the industry. **The CORE+ team will have dedicated service technicians that monitor and maintain all Network Infrastructure, Sensus SmartPoints, & Meters with the goal of achieving 100% billable reads monthly.**

Our service technicians will monitor daily alarm and communication notifications, and when meters and endpoints fail to read, the technician will deploy to the site for investigation and repair. The CORE+ technician is additionally responsible for **all warranty administration**; Core & Main will track, package, and ship warranty-related products and provide monthly reports for all warranty-related transactions. To provide Sunrise a real-time view of our services, our CORE+ work order management software provides service information to Sunrise immediately when repairs are made.

Our Partners

XYLEM & SENSUS

As a leading global water technology company, Xylem is dedicated to solving the world's most challenging water issues. Xylem Watermark, the company's corporate citizenship platform, was founded ten years ago as part of this mission. The program is integral to realizing Xylem's vision: a world where water issues are no longer barriers to human health, prosperity, and sustainable development.



OUR MISSION is to provide and protect safe water resources for communities around the world and educate people about water issues.

SENSUS AMI EXPERTISE

With more than 125 years of experience, Sensus understands what it takes to make reliable and accurate utility products that will endure any environment while delivering consistent performance our customers can rely upon. Sensus has been enhancing its unique FlexNet AMI solutions for water utilities for more than 20 years. They are proud to be the North American leader in RF radio and AMI technology with the FlexNet solution.



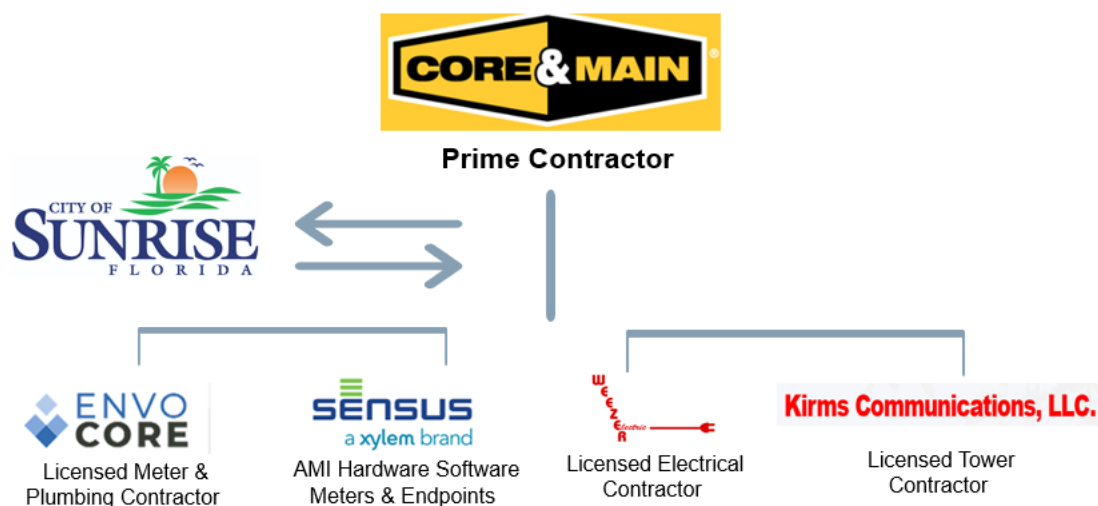
Since introducing its first water communications technology system in the early 1990s, Sensus has refined and perfected battery quality and power management. With the introduction of FlexNet for water in 2006, Sensus proved the value of a fixed communications network for water utilities. In 2009, Sensus accomplished what no other vendor has done by deploying field-proven smart water networks with true two-way capability available every minute of every day to battery-powered field devices.

Over 2,500 water utilities in the U.S. and Canada use the Sensus FlexNet system with over 50 million SmartPoints installed and in operation. Based on this experience, Sensus has unparalleled system capabilities and expertise delivering a proven AMI solution.

PROPOSED PROJECT TEAM

As the prime contractor, Core & Main accepts responsibility for all aspects of this program. Our team will coordinate with all partners and sub-contractors to see the various portions of our program are completed on time and within budget.

Below is an organizational chart outline for the Sunrise AMI program.



Core & Main has the most experienced and qualified team in the industry including PMI® Certified Project Management Professionals who are OQ Gas Certified.



Gary Worland

Project Manager

Core & Main

AREAS OF FOCUS

- Geographic Information System
- Interface Development & Testing
- Strategic Planning / Gap Analysis
- Vendor and Resource Management
- Scope Management
- Standard Operating Procedures
- Work Order Management
- Implementation
- Data Modeling & Analysis
- Technology Migration
- Change Management
- RFP Development
- People Management – Training & Education

PROFILE

Gary has over forty years' experience in the Utility Industry in such roles as Service Specialist, First Responder, Trainer, District Supervisor, Training Supervisor, and Manager of Customer Field Services before joining Core & Main after retirement. He is well-versed in 49CFR Part 192 and Operator Qualifications (OQ) and meter changeout projects.

EDUCATION & CERTIFICATIONS

PMI® Certified Project Management Professional (PMP), MBA, CFII, CFEI, Operator Qualification Proctor and Evaluator, Backflow Tester (IN, KY), and Sergeant, United States Marine Corps

RELEVANT EXPERIENCE

City of Bloomington Utilities AMR/AMI Project

Gary was lead Project Manager to implement an AMI project for ~27,000-meter locations (inside and outside). Gary was responsible for overseeing the scope of the project, forecast inventory and report out to the Bloomington Executive Group.

City of Columbus Utilities AMR/ AMI Project

Gary was lead Project Manager to implement an AMI project for ~300,000-meter locations (inside and outside). Gary was responsible for overseeing the planning phase based on scope of the project, forecast inventory, and report out to the Columbus Executive Group.

City of Akron Utilities AMR/AMI Project

Gary was lead Project Manager to implement an AMI project for ~100,000-meter locations (inside and outside). Gary was responsible for overseeing the planning phase, setting up the AMI network, overseeing the pilot installation and data flow testing after the pilot was conducted. He also managed the overall scope of the project, forecasted, and ordered meters and miscellaneous inventories. He also reported out the Akron Executive Group.



Shawn Kietzman
Senior Sales Manager
Core & Main

PROFILE

Shawn Kietzman is a 25-year water meter industry veteran. During his career, Shawn has worked with both manufacturers and distributors focusing on the development and delivery of metering & technology projects.

Shawn spent 7 years as a volunteer for the American Water Works Association. He used that time to better understand the challenges and needs of utilities and how to best educate/train operators to offer safe drinking water.

Through the successful delivery of over \$250M projects in his career, Shawn has a deep understanding of proper methodologies and use cases for technology deployments. Shawn uses his experience to help utilities round the country utilize technology to improve the quality and delivery of safe drinking water.

Shawn lives in South Florida with his wife, three children, and four pets.



Javier Rezakhani
Outside Sales Representative
Core & Main

PROFILE

Javier Rezakhani is an experienced, solutions-driven waterworks professional and currently responsible for municipal sales in the Southeast district for Core & Main, a leading distributor of waterworks products in the US. He is responsible for the district's public sector which includes business development, sales growth, supply chain communication and smart utility.

A member of the company since 2007, Javier has spent his waterworks career with Core & Main, gaining industry knowledge through various roles including inventory control, customer service, project management, estimating, and sales. In 2016, he joined the company's International Division, focusing on sales growth and brand awareness within Latin America, Puerto Rico, and the Dominican Republic, working with multi-national organizations to provide water and wastewater supplies for infrastructure projects throughout the territory. In 2016, Javier transitioned from Broward to Brevard Counties, supplying materials for public improvement projects, deploying AMR/AMI projects, and identifying local opportunities for Core & Main's Smart Utility Solutions and CORE+ Initiatives.

Born and raised in South Florida, Javier attended Cardinal Newman High School and graduated from Florida Atlantic University with a BA degree in 2006. He is passionate about preserving Florida's delicate ecosystem, spending time with his wife and three children, participating in beach cleanups while also enjoying Florida's national treasures. Javier also enjoys sports, volunteering for Wellington Parks & Recreation, coaching baseball and soccer, as well as rooting for the home team.



Eric Joseph Corey
Smart Utility Product Specialist
Core & Main

YEARS OF EXPERIENCE

15

EDUCATION

Hiram College
Miami Dade College

PROFESSIONAL AFFILIATIONS

FSAWWA – MAC Committee, Vice Chair
FSAWWA – Region VII Committee Member
Water Environment Federation – WEFTEC Associate
F.W.&P.C.O.A Member

ERIC'S AMR/AMI DEPLOYMENTS

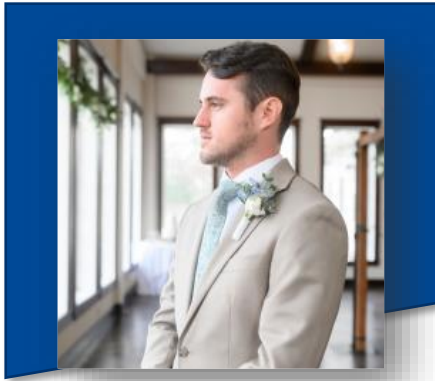
- 2008: Homestead FL / 30,000 Mobile AMR Solution
- 2008: Opa-locka (WASD) / 6,900 Mobile AMR Solution
- 2009: Martin County Utilities / 35,000 Mobile AMI Solution
- 2010: Wilson Manors / 5,000 Mobile AMI Solution
- 2014: North Springs I.D / 13,000 Fixed Based AMI Solution
- 2015: City of Lake Worth / 15,000 Fixed Based AMI Solution with Electric
- 2016: North Bay Village / 800 Mobile AMI Solution
- 2016: Lehigh Acres / 12,000 Fixed Based AMI Solution
- 2017: Golden Gate / 6,000 Fixed Based AMI Solution
- No. Ft. Myers / 2,000 Fixed Based AMI Solution
- Fort Myers / 27,000 Ongoing Smart City & AMI Deployment
- Miami-Date Water and Sewer / Ongoing Wastewater AMI Program
- Palm Beach County / Ongoing Wastewater AMI program

PROFILE

Eric Corey covers the Southern Territory for the Core & Main sales team as their Smart Utility Specialist and has personally overseen all of the AMR/AMI deployments from procurement coordination to field coordination/project management through program management. Eric has worked in the industry for 15 years and has been involved in all aspects of AMR/AMI sales, service, support, and deployment during that period for the South Florida Territory. In recent years, Eric has worked as a Smart City/Utility Integration Manager. His tasks have included integrating vast metering and wastewater collections product lines into the new Smart Utility landscape. This has included multiple R&D projects with local utilities and assistance in development of new Standard Operating Procedures. Most notably, Miami-Date Water and Sewer's Industrial Pollution Monitoring Program (in cooperation with DERM) and the Wastewater Advanced Metering Infrastructure Program.

Eric is a third generation "Meter Man" who has worked in the South Florida Market his entire career in flow metering and metering systems technology. He has worked extensively to assist manufacturers "bridging the gap" between Manufacturer-driven solutions to Utility-driven solutions. Such as, cost effective water loss management through District Metering and Integration of Wastewater Collections into AMI.

Eric was born and raised in Miami, FL attending Christopher Columbus High School and has been involved in the community throughout this life and career. Eric still lives in Miami with his wife of 11 years, daughter and son. Eric is highly active in the Soccer/Futbol Community in South Florida, founding multiple supporters' groups for Inter Miami and the United States National Teams.



Mark Costello

Account Development Manager
Xylem | Sensus

YEARS OF EXPERIENCE

8.5

EDUCATION

University of North Carolina-
Wilmington

PROFESSIONAL AFFILIATIONS

FSAWWA – MAC Committee

Mark Costello has worked in the utility industry for over 8 years, specializing in technology focused utility solutions. Over that time, Mark has been able to experience and observe the numerous challenges that our utility partners face every day. This experience has created a strong affinity for developing comprehensive, sustainable, and cost effect utility solutions with our collective team's resources. Mark has worked with the City of Miramar, FL for 3-1/2 years in providing metering, sensor, and water analysis collaboration to the City. This knowledge provides valuable in-depth knowledge to the Xylem team to benefit the City of Miramar.

Mark resides in Palm Beach County, FL with his family. This local knowledge will be an invaluable resource for the City of Miramar from quick response capabilities, but also the local knowledge of the challenges that are specific to the South Florida area.

Relevant Projects

- **City of Miramar, FL Pressure Profile Program**
Deployment of pressure sensors, gateways, and analytics software to track pressure data at 140 city assets to assist with trending distribution pressure, identify real water loss sources, and comparison tool between the city's hydraulic model and distribution pressure.
- **Maple Shade, NJ AMI Deployment Project**
Deployment of 4500 water meters and endpoints with a full-turnkey project management of the installation and integration of meters with the city's billing system to ensure 100% coverage of the city's water service system.

4. Schedule D - Proposer's Qualifications Statement

SCHEDULE D – INCLUDED IN SECTION 15

REFERENCES

Reference #1	
Agency/Firm Name:	City of Albany, Georgia
Address:	401 Pine Ave, Albany, Georgia 31701
Phone:	(229) 302-1601 Office
Fax:	(229) 809-0846 Mobile
Contact:	Jimmy Norman, Utilities Director
Email:	jnorman@albanyga.gov
Project Manager:	Blake Wilson (678) 372-2930 Blake.Wilson@CoreandMain.com
# of meters:	35K Water, 35K Electric, 20K Gas, 18K Street Lights
Name and Type of Project:	Albany, Georgia AMI Meters/AMI Network
Enterprise Resource Program	Tyler Munis
Project Description:	Complex AMI Deployment for the City of Albany, Georgia. 108K Total Meters/Endpoints AMI Network and Tyler Munis Billing Integration.

Our Professional Services Team has integrated many Sensus FlexNet AMI Systems with Tyler Munis CIS Billing. Below is a brief list of recent deployments & successful integrations, additional details can be provided upon request.

Tyler MUNIs Integration List	Account Name	Engagement Type	Commodity Type
	Albany City Of	SA - Standard Integration	W/E/G/L
	ALGONQUIN VILLAGE OF-AM	SA - Standard Integration	Water
	ASPEN CITY OF	SA - Customer Portal Integration	Electric; Water
	BELOIT CITY OF-AM	SA - Standard Integration	Water
	BILOXI CITY OF -AM	SA - Standard Integration	Water
	BROCKTON CITY OF -AM	SA - Customer Portal Integration	Water
	City of Coppell	SA - Custom Integration	Water
	CITY OF FAIRHOPE	SA - Standard Integration	Electric
	CITY OF GILLETTE	SA - Standard Integration	Electric; Water
	City of Mandeville	SA - Standard Integration	Water
	CITY OF WICHITA FALLS	SA - Customer Portal Integration	Water
	CRANBERRY TOWNSHIP-AM	SA - Standard Integration	Water
	Dublin San Ramon Services District	SA - Standard Integration	Water
	DUPAGE CNTY PUBLIC - AM	SA - Standard Integration	Water
	ELK GROVE VILLAGE OF - AM	SA - Standard Integration	Water
	EVANSVILLE WATER & SEWEG DEPT	SA - Custom Integration	Water
	FISHKILL TOWN OF	SA - Standard Integration	Water
	FLORENCE CITY OF-AM	SA - Standard Integration	Water
	GATLINBURG CITY OF-AM	SA - Customer Portal Integration	Water
	GRANBURY CITY OF -AM	SA - Reintegration	Water
	HAVELOCK CITY OF	SA - Standard Integration	Water
	HOPKINTON WATER DISTRICT - AM	SA - Standard Integration	Water
	INVERNESS CITY OF-AM	SA - Custom Integration	Water
	KENNEBEC WATER DISTRICT-AM	SA - Standard Integration	Water
	LAWRENCE MASS CITY OF -AM	SA - Standard Integration	Water
	LEAGUE CITY CITY OF	SA - Customer Portal Integration	Water
	LEWISTON CITY OF	SA - Standard Integration	Water
	LEWISTON PUBLIC WORKS - AM	SA - Standard Integration	Water
	LOS ALAMOS COUNTY -AM	SA - Customer Portal Integration	Combo

5. General System Description – Proposal Summary

Sensus FlexNet AMI Solution Overview

The FlexNet system is a point-to-multipoint communication network that uses a primary-use, FCC-licensed RF spectrum. The FlexNet system is the most complete communication network solution available today that can support multiple applications. Sensus develops and manufactures a full complement of AMI communication network products. This includes water and gas meters, communication network modules, solutions for distribution automation communications, lighting control, and communication products that support third-party products and applications that meet the utilities business and operational requirements. The bottom of the following diagram shows the FlexNet-enabled endpoints that can be deployed as a part of a FlexNet system. The next layer is the FlexNet communication network, comprised of our long-range communication base stations. At the top of the diagram is the FlexNet Head End System software, which will interface with your utility software systems and passes the appropriate data to each (for example, billing data, outage data, and so on)

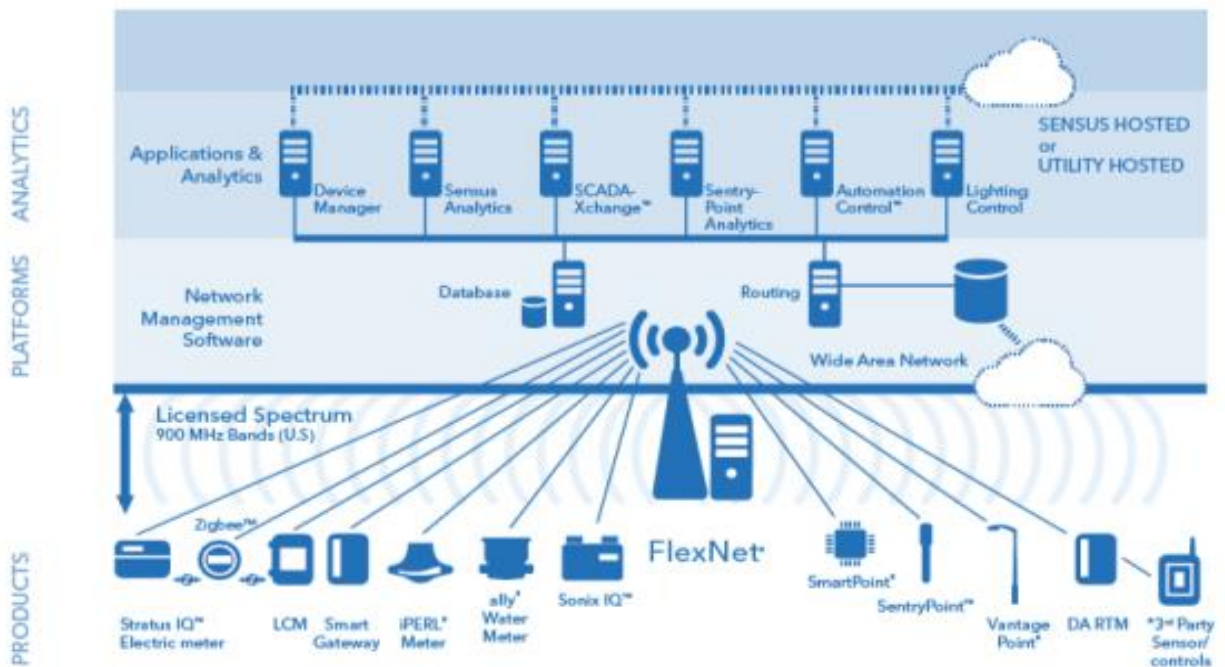


FIGURE 1: FLEXNET SYSTEM ARCHITECTURE

Sensus is committed to providing systems and solutions that enable utilities to mitigate the risk of stranded assets. The FlexNet system is distinguished from competitive offerings through expandability, performance, efficiency, security, and experience. The solution is purpose-built to meet utilities' needs today and in the future. Obsolescence is avoided through the development of products that bring in new applications while maintaining backward compatibility with network devices in the field for the life of the FlexNet system.

FlexNet Network

Sensus' industry-leading, two-way wireless AMI communication network (the FlexNet system) consists of multiple synchronized, high-performance, 900-MHz, primary-use, FCC-licensed RF bands. The FlexNet system operates on FCC-protected, extended-range, and extended-penetration Personal Communications Service (PCS) frequencies. Top-level specifications of the wireless solution include the following:

- Protected FCC - Primary Licensed Spectrum.
- No one else will be allowed to use the FCC RF frequencies assigned to Sunrise.
- FlexNet-enabled endpoints communicate directly to the FlexNet network.
- Deploy Network on hardened vertical assets that stay up during storms.
- Best performing outage AMI system for weather events.
- Forward-looking development roadmaps and backward compatibility for our customers (no endpoint obsolesce). The FlexNet network and the endpoints you install will be supported for the life of your system.
- FlexNet endpoints communicate at up to 2-watts of power, enabling the fewest number of AMI network equipment devices (base stations) of all AMI systems.
- Base Stations operate at up to 16 watts of power enabling overlapping RF coverage.
- The FlexNet network design divides your RF spectrum into separate channels that isolate different message types, reducing congestion on the network, improving message throughput, and enabling the immediate transmission of alarm notifications.

6. Current Workload & Proposed Project Plan

Below our team has provided a list of current projects that are in various stages of deployment. Core & Main has successfully completed over 1,900-meter projects nationwide and has the qualifications, experience, and staffing to complete the Sunrise AMI project in conjunction with our current and future projects.

	Utility	State	Quantity	Type	LCR	Status	
	Saline	MI	3700	W	Y	Installing	
	Augusta	KS	8200	G/E		Infrastructure	
	Haysville	KS	4500	W		Installing	
	Edwardsville	IL	3500	W		Infrastructure	
	Pritchard	AL	9800	W	Y	Installing	
	Riviera	AL	82000	WGE	Y	Infrastructure	
	Central States	LA	3000	Audit	Y	Complete	
	Del Rio	TX	35000	W	Y	22-Nov	
	Opelika	AL	17000	W	Y	In Process	
	Willingboro	NJ	1300	W		Installing	
	Horsham	PA	7400	W	Y	WOM	
	Lawrence	KS	30000	W		WOM	
	Albemarle Co	VA	20000	W		WOM	
	Lehigh County	OH	300	W		WOM	
	Albany	GA	100000	WGE		Pilot/WOM	

7. Project Methodology

PROJECT MANAGEMENT

Meter replacement projects with AMI technology are complex, each with unique elements. Core & Main understands and manages these intricacies and is the industry leader in AMI system deployments.

- A master schedule developed and managed.
- Scope and budget established, and changes managed.
- Meter configurations finalized, and equipment ordered and delivered.
- An AMI network infrastructure and backhaul established and tested.
- Software installed, configured, and tested.
- System integration between the CIS/Utility Billing software and the work order management system developed and tested.
- Various project stakeholders must collaborate and be held accountable.
- Project-specific processes and procedures established and monitored.
- Stakeholders kept apprised of project status and issues.
- Risks identified and managed.

Core & Main's Project Management team's enviable experience and proven methodology of CORE+ have earned Core & Main a leadership role in AMI meter deployments. The CORE+ team is knowledgeable and experienced, with PMP®-certified project managers, Mechanical and Computer Engineers, AMI specialists, software managers, business analysts, and metering subject matter experts. The CORE+ team utilizes a structured methodology with proven processes and procedures in planning, safety, quality, deployment, and communication to successfully implement AMI systems. This foundation enables Core & Main's experienced and dedicated team to deliver projects on time, within budget, and with industry-leading customer satisfaction.

Core & Main employ proven methods to ensure proper **project planning**, a critical success factor.

Necessary activities completed in collaboration with the city during the Planning phase include

identifying key Stakeholders, finalizing scope and deliverables,

and developing the project plan and master schedule. The

Project Manager will work diligently with suppliers,

representatives of systems requiring integration, other

vendors/subcontractors, and the city to develop a realistically

aggressive schedule to set reasonable expectations from the

start and then manage it accordingly. Other activities

completed during this phase include obtaining stakeholder

commitments, identifying city processes (i.e., customer service

and hybrid billing during meter deployment) to be modified, defining community engagement

methods, defining installation route sequencing and read/billing blackout periods, determining unique

field scenarios and processes, and defining and documenting the testing phase.





QUALITY 

[illegible]



Core & Main understands the need for **testing, validation, and approval**. Core & Main will never begin a full deployment until stakeholders have accepted the testing results. During an Initial Deployment Phase, approximately 100 water meters will be installed in the Initial Deployment Area, and adherence to standard installation procedures will be monitored. The flow and validation of data from the field Work Order Management System to the Meter Exchange interface to the CIS/Utility Billing system to accurately changeout the meter, as well as device activation in the field to the Headend system to the CIS/Utility Billing system to create a customer bill.

Testing results will be reviewed, and a formal customer acceptance will be requested to proceed to full deployment. Once the city has approved to proceed to full deployment, the Core & Main team will execute the plan to install the remaining meters within the contracted timeframe, focusing daily on safety and quality. Meter inventory will be controlled and tracked as meters throughout the remaining service territory are installed. Project communications will keep project stakeholders apprised of the deployment status and any issues that may arise.



PRE-CONSTRUCTION AUDITS

Once Core & Main has the Notice to Proceed, the Project Manager will have the tools and resources to conduct pre-construction audits of each meter within scope. City premise and customer data will be loaded, customized configurations completed in the field Work Order Management System, and field tablets set up to support the audits. Core & Main will assemble trained and experienced field



technicians to perform the audits. The field technicians will wear like-uniforms, carry employee badges, and drive vehicles that are appropriately identified. Core & Main will work with the city to develop an “authorization” letter that each technician will carry and can provide to customers when asked about their work.

During each audit, technicians will observe, inspect, and electronically record existing conditions, including the type of meter box (single or dual), new lid or box requirements, and lid drilling requirements. A video of the as-found conditions will be captured and provided to the city on the field Work Order Management System portal.

The service line inspection can be completed, for a fee, during the pre-installation audit. However, as a cost-effective value add service, Core & Main proposes to complete the Lead Service Line inventory during the meter installation phase of the project at no charge for the City of Sunrise.

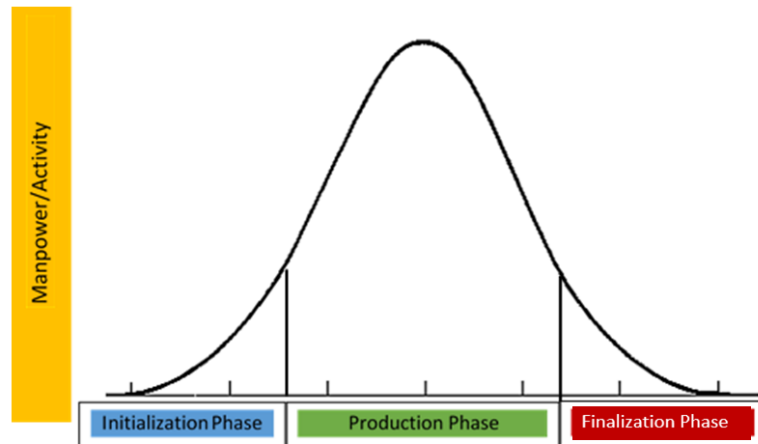
The field technician could optionally capture additional information during the audit. For example:

- Assess and electronically record the condition of the meter box.
- Assess and electronically record the condition of the box lid.
- Assess and electronically record the meter box lid type.
- Assess and electronically record the premise type.
- Identify the material for goosenecks, pigtails, and connectors at the service location
- Identify if lead solder is at the service location
- Describe the location of service line (free form text)
- Observe and record pipe diameter of the system-owned (inlet-side or water main to the curb stop).
- Observe and record the pipe diameter of the customer-owned (outlet-side or curb stop to the water meter).
- Identify all other devices connected around the service point.
- Compare expected serial #s to as-found serial numbers.
- Observe and electronically record the existence of a water leak.
- Observe and electronically record the presence of an isolation device.
- Observe and electronically record evidence of suspected theft of service.

8. Installation & Maintenance Approach

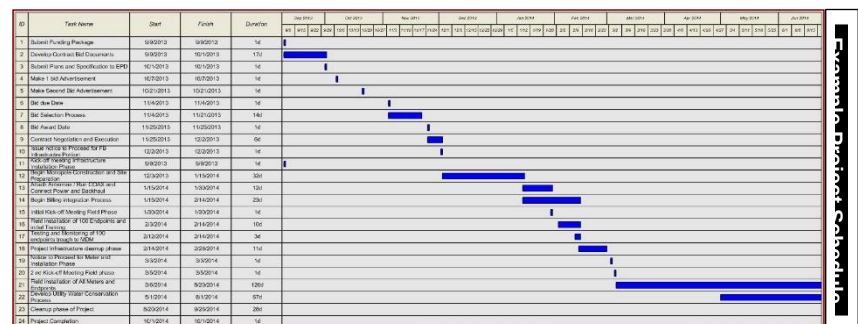
Knowledge, experience, and industry best practices have been acquired by the Core & Main team after more than 1,900 successful metering projects. A dedicated project management team responsible for all project elements will give the City of Sunrise confidence that their project will be well-planned and well-executed and ensure minimal disruptions to your operations and your customers.

The production schedule is developed by our on-staff project manager, with input from the city and a clear understanding of the project scope and the city's current read and billing schedule. We believe developing and testing all processes and procedures during a slow ramp-up period is essential. The ramp-up time allows for the refinement and

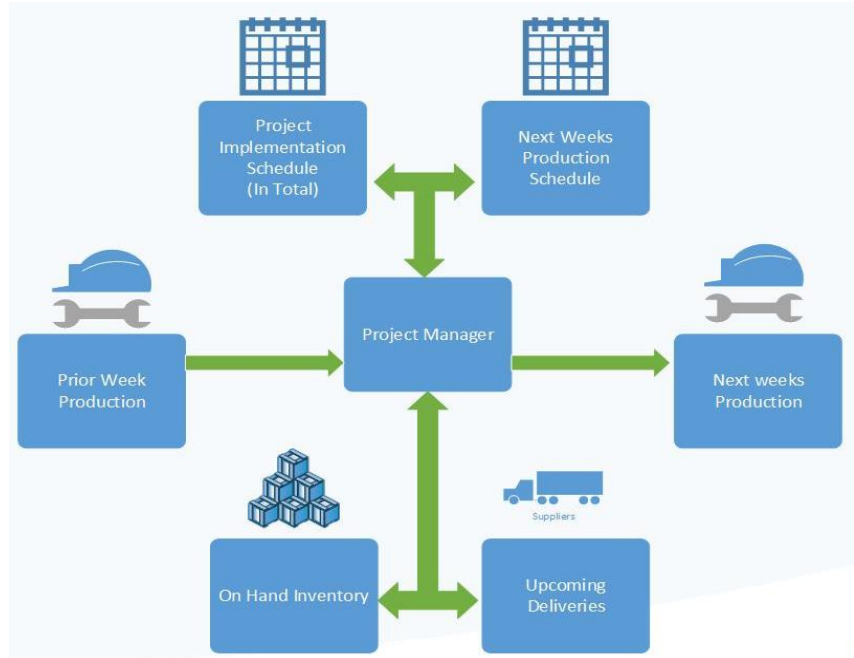


optimization of project processes early in the production cycle. During the Initialization phase, meter installations will start slow. The city will receive Work Order Management System training. Standard operating procedures and other project processes will be refined and optimized to help ensure minimal disruptions to the city and its customers. The network is validated to ensure it performs as expected and meter data is available in the head-end system. The meter exchange interface with the Utility Billing System will be exercised to ensure meter exchange data processes correctly in the production environment. During the Production Phase, the installation team will be staffed with trained and qualified installers to support the planned monthly production rates. Final acceptance testing and project close-out will be completed during the Finalization Phase.

The project manager develops a production schedule and then conducts periodic meetings to gather information and update the team on the progress. The production schedule is updated, and should the project be determined to be behind schedule, work procedures/resource allocations are adjusted as required.



Installation Scheduling: During the project, a crucial role of project management is reconciling Envocore's production with the on-hand inventory. This is accomplished with weekly reconciliation of production completed during the week and understanding on-hand inventory and the quantity of materials on order. During this process, the Project Manager works with the local branch to understand the on-order material, and combined with on-hand inventory, adjustments are made to ensure that the proper amount of inventory will be delivered to meet the production schedule.



Envocore RTS Water Approach to Installation

SITE PREPARATION

Arrival at the project site occurs no later than 30 days before beginning installation. The first RTS employees on-site will be managerial (Operations Manager, Construction Manager, and Site Supervisors) to start site coordination during site prep lead time. RTS Managers will work diligently to gather as much installation on route and landscape data as possible before fully deploying RTS installation and retrofit crews. This initial familiarity allows RTS project leadership a solid foundation for maintaining the most efficient schedule possible. During this partial deployment, RTS managers will ensure all company vehicles are ready for use by our installation crews upon arrival (full deployment).



The same principle applies to all rented and owned tools to be used on the project will be ready to go.

ON-SITE PROJECT MANAGEMENT

An experienced Envocore Operations Manager (OM) will be assigned upon our notice of intent to award the project. The OM will be responsible for staffing, schedules, logistics, billing, customer

service, and all other construction-related activities. An experienced and dedicated Construction Manager (CM) assigned to the project will remain on-site any time construction-related activities are ongoing to facilitate the work crews, manage schedules, and communicate with the city.

INVENTORY TRACKING

The Construction Manager tracks inventory. They will be responsible for assigning inventory pieces to each crew and maintaining their inventory while on the truck until installed into service. These pieces are serialized and can be verified by our work order management system (WOMS), Ensign+, on the back end after each install. Not only are the serial numbers entered into our Ensign+ software, but photo verification of each serial number is also standard in our data QA/QC process, which we will discuss later in this proposal.



ROUTE SEQUENCING OVERVIEW

RTS will work closely with Sunrise to establish an efficient schedule and consider meter routes and billing black-out dates. Doing so not only helps to alleviate any billing system issues; it also allows both the Utility and RTS to track where the installation crew is and will be. Field Management ensures that each vehicle is equipped with the necessary tools required, and installers are aware of any special needs that might be necessary for a successful installation. Crews are assigned certain portions of the route each day so that the construction manager knows where work will be conducted.

INSTALLATION CREW/LABOR

The installation crews are all Envocore employees. All our employees must meet defined qualifications and undergo a hiring process, including background checks, drug screening, OSHA safety, receipt and acknowledgment of employee handbook, and training. Once these items have been accomplished, the employee is assigned to a project, and the CM will continue to train them until they have met satisfactory benchmarks. RTS has a large labor force and defined positions. Tech 1, Tech 2, Crew leader, Site Supervisor, Commercial Meter Tech, Construction Manager, Project Manager. RTS will conduct local hiring campaigns if needed to meet labor and workforce requirements.

Our crews will be highly recognizable with industry-standard high-visibility safety shirts and vests. All employees will utilize safety glasses, boots, gloves, and protective COVID-19 face masks as Sunrise requires. RTS provides work vehicles identified with company logos.



ADDRESSING CUSTOMER CONCERNS AND MANAGING FIELD ISSUES

Each meter targeted for the upgrade will have a unique master work order created in the Ensign+ Work Order Management System. The work order will be updated throughout the project's life as work is completed. The work order and all associated events are available on the project web portal. "Events" include photos, installation records, troubleshooting logs, plumbing irregularities, and customer complaints/concerns collected by field personnel. If a customer calls with a complaint, it can be logged against the work order and tracked until resolved by RTS with city staff. The issue will be recorded and forwarded to the CM for resolution. The CM will immediately report the complaint to the city and turn over all call logs no less than once per day. Work to resolve the situation can then begin. A report will be generated and appended to the work order. All work orders are subjected to a rigorous series of quality control algorithms, including serial number verification, old meter identification check, and old meter final read confirmation. Anomalies will be reconciled before sending the installation record for upload to the Utility Billing system.

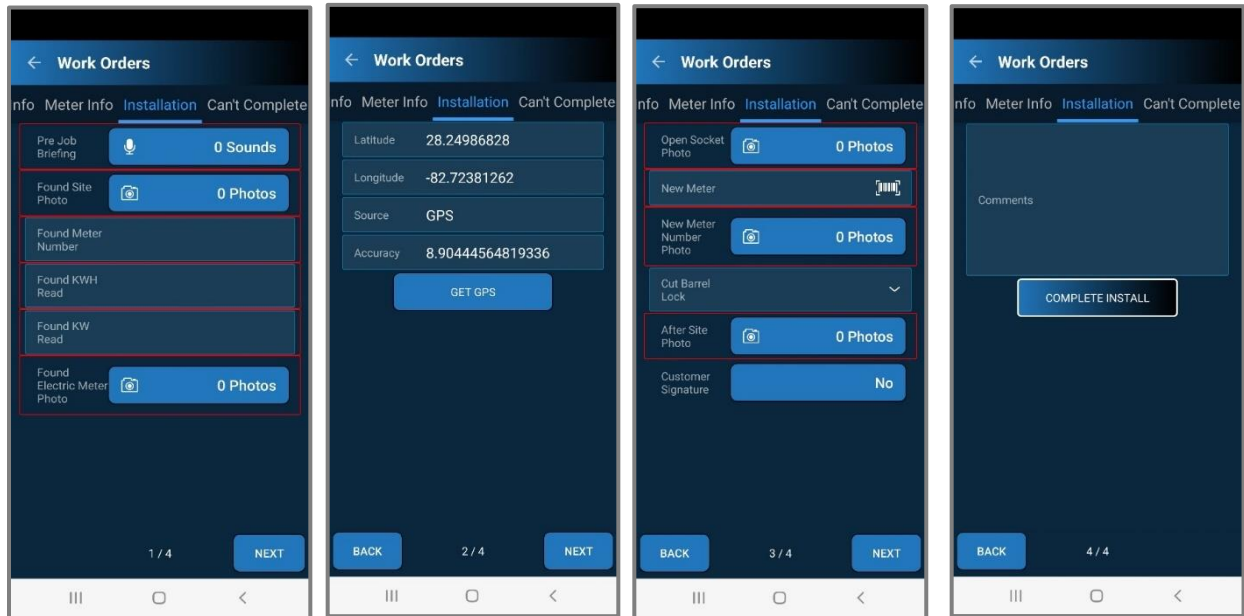


INSTALLATION METHODOLOGY

All installers are trained in the manufacturer-recommended installation practices, our Standard Operating Procedures and industry best practices for meter installation and retrofit activities.

WATER METER INSTALLATION PROCEDURES

- Arrive at the address, engage 4-way flashers, exit the vehicle, and position a safety cone at the back of the vehicle.
- Notify the customer, if home, that there will be a brief interruption in water service.
- Locate the water meter and take Photo #1 (Pre-Install Exterior) of the pit area and its immediate surroundings.
- Remove the pit lid and confirm that the water meter serial number matches the address's work order. If so, proceed to the next step
- Take Photo #2 (Pre-install Pit), capturing the valve position (on/off) and any pre-existing pit conditions.
- Take Photo #3 (Old Meter Serial Number) and Photo #4 (Old Meter Read) and verify the meter is not currently running before removing the old meter from service.
- Take Photo #5 (New Meter Serial Number) and Photo #6 (New Transmitter Serial Number).
- Turn the water off, remove the old meter, install a new meter and transmitter, and return the valve to position as found upon arrival to the meter pit.
- Take Photo #7 (New Meter Activation)
- Take Photo #8 (Post-Install Pit) to verify the valve is in the appropriate position and the meter is installed in the proper flow direction.
- Take Photo #9 (Post-Install Exterior) of the pit area and its immediate surroundings.



GAS METER INSTALLATION PROCEDURES

- Arrive at the address, engage 4-way flashers, exit the vehicle, and position a safety cone at the back of the vehicle.
- Notify the customer, if home, that their gas meter is being upgraded and that their gas service will not be interrupted.
- Locate the gas meter.
- Confirm that the gas meter serial number matches the address's work order. If so, proceed to the next step.
- Take the following photos
 - 1st photo: Pre-install site conditions
 - 2nd photo: Meter serial number
 - 3rd photo: Current meter read
 - 4th photo: new meter register AMR/AMI
- Record final reading from the old index
- Remove tamper plugs and the old index.
- Attach a new index and AMI endpoint.
 - Take 5th photo: New Index and endpoint
- Collect current read from the new faceplate.
 - Take 7th photo: new index initial reading
- Post install picture of endpoint/faceplate on the new meter with tamer screw cap installed
 - Take Photo 8th: Installation complete
- Clean up the work area and leave the site better than found.
 - Take 9th photo: post-install area

INSTALLATION AND INSTALLER QUALITY CHECKS AND AUDITS

RTS will perform an audit on installations for quality. Individual installer performance and adherence to the standard operating procedures are closely monitored. Any installer making repeated errors will be re-trained or removed from the project. A post-installation quality checklist is completed after each installation. Checklist items include correct meter installation, leak-free meter oriented in the proper flow direction, and the transmitter being mounted and wired correctly.

DATA MANAGEMENT

RTS is unique because we have an internal IT team that manages the data with our work order management system powered by Ensign+. We use a proprietary web portal that houses the data collected during installation, pictures, GPS coordinates, quality control, commissioning, data transfer, and more. This Web Portal is second to none and effectively integrates with customer billing systems.

Our web portal and Ensign+ will provide the necessary tools and processes to ensure the new system is working for the city. Our installers will have cellular-enabled iPad handheld devices that communicate with Ensign+.



DATA COLLECTION

For every meter replacement and installation, the following information will be collected, digitally documented, and submitted to the city and RTS Water QA/QC team to ensure correct procedures are followed:

- Address,
- Old serial number,
- Existing register end reading,
- Install date and time,
- New serial number,
- New register reading,
- Additional work performed by RTS water or required by the city (service line repair, pit/meter location cleaning, RTUs, improper installations),
- Notes such as leaking plumbing, cross-connections, and infrastructure upgrades needed.
- Photos before and after meter replacement; and
- Submeter GPS location for meters and endpoints

QUALITY ASSURANCE & QUALITY CONTROL

Our data management team will review each meter install and conduct quality control checks of each of those meters. That will include reviewing all pictures, serial numbers, and meter reads. RTS will take 8-12 photos that will be stored on our 256-Bit SSL Encrypted secure server. These pictures will be photo reviewed twice by our quality control team.

At a minimum, we will take the following photos:

- Pre-Install Picture
- Flow Direction
- Valve Position Before and after
- Old Meter Serial Number
- Out-read (End) Reading of old meter
- New Meter Serial Number
- New Endpoint Serial Number
- Post-Install Pit

ENVOCORE RTS WATER ENSIGHT+ IMPLEMENTATION DASHBOARD

The **Project Dashboard** enables the city to monitor project progress with respect to its Billing Cycles and Routes. Total work orders in each Cycle/Route, the number remaining to be installed, completed, returned, percentage complete, and other progress data are available to the city at a glance.

Cycle	Route	Blackout Status	Total Orders	Remaining	Completed	RTUs	Saturation...	Canceled	Open Date	Closed Date	Duration (Days)	Ar
3	200	No	1	1	0	0	0.00%	0			0	
19	313	No	19	0	19	0	100.00%	0	10/03/2018	10/03/2018	1	
19	333	No	10	0	10	0	100.00%	0	10/03/2018	10/05/2018	2	
19	337	No	7	0	7	0	100.00%	0	10/04/2018	10/04/2018	0	
2	100	No	41	20	13	7	51.22%	1	03/27/2019		713	
2	200	No	7	7	0	0	0.00%	0			0	
20	347	No	7	0	7	0	100.00%	0	08/31/2018	10/02/2018	32	
20	353	No	21	0	21	0	100.00%	0	08/31/2018	10/02/2018	32	
20	355	No	19	0	19	0	100.00%	0	08/31/2018	10/02/2018	32	
20	373	No	1	0	1	0	100.00%	0	09/06/2018	09/06/2018	0	
20	383	No	2	0	2	0	100.00%	0	09/06/2018	10/02/2018	26	
20	393	No	13	0	13	0	100.00%	0	09/04/2018	10/03/2018	29	
3	200	No	15	15	0	0	0.00%	0			0	
3	300	No	1	1	0	0	0.00%	0			0	
4	300	No	32	32	0	0	0.00%	0			0	
5	400	No	60	55	4	0	8.33%	1	03/31/2019		934	
6	500	No	11	11	0	0	0.00%	0			0	

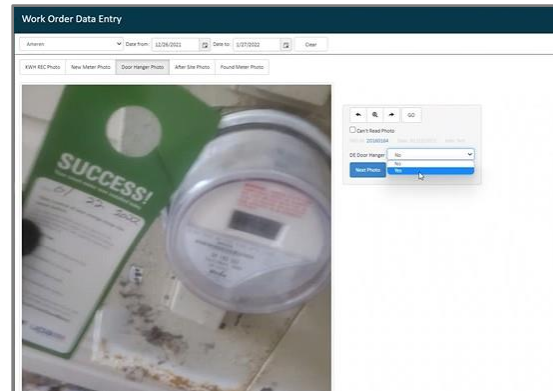
The **Completed Locations** screen enables the city to search for and view data for each work order. The initial view provides an overview of the work order and data collected for each installed

Customer Name	Service Address	City	State	Comments	Installer	Link To W...	Total Visits	Status
Carly Doe	4218 DAWNWOOD DR	North Carolina	North Carolina	_06-29-2022: non test	josh11@envsightplus...	null	3	Completed
Carly Doe	2830 Caribou Court Site 340	Carlsbad	California	_07-06-2022: josh orlando test	josh11@envsightplus...	null	3	Completed
Devon Doe	907 2ND ST	North Carolina	North Carolina		josh11@envsightplus...	null	3	Completed
Rick Doe	335 HOLIDAY DR	North Carolina	North Carolina		josh11@envsightplus...	null	3	Completed
Carly Doe	186 HAMILTON RD	North Carolina	North Carolina		josh11@envsightplus...	null	3	Completed
Carly Doe	1320 WHITE OAKS CIR	North Carolina	North Carolina		josh11@envsightplus...	null	3	Completed
Donald Doe	130 N OAK ST	North Carolina	North Carolina		josh11@envsightplus...	null	3	Completed
Ike Doe	7516 OLD GOLDMINE RD	North Carolina	North Carolina		josh11@envsightplus...	null	3	Completed
Carly Doe	1822 2ND STREET PL NE	North Carolina	North Carolina	_06-29-2022: test	josh11@envsightplus...	null	3	Completed
Carly Doe	2830 Caribou Court Site 340	Carlsbad	California	_06-29-2022: josh ouc test	josh11@envsightplus...	null	3	Completed
Bob Doe	128 VIEWMONT CT	North Carolina	North Carolina	_07-06-2022: josh	josh11@envsightplus...	null	3	Completed
Carly Doe	1320 WHITE OAKS CIR	North Carolina	North Carolina	_07-01-2022: test no valve..._07-06-2022: josh...	josh11@envsightplus...	null	3	Completed
Bob Doe	2830 Caribou Court Site 340	Carlsbad	California		josh11@envsightplus...	null	3	Completed
Devon Doe	1706 2ND STREET PL NE	North Carolina	North Carolina	_07-07-2022: josh 124	josh11@envsightplus...	null	3	Completed
Bob Doe	7635 BLACKWELDER RD	North Carolina	North Carolina	_07-03-2022: josh ouc test 2	josh11@envsightplus...	null	3	Completed

account. From this view, the city can drill down to view detailed information, field notes of extra work performed, and photos of the installation at that location.

The RTS Quality Control Team uses the **Photo Review** screen to audit the meter installations. The data collected by the installer are compared to the photos taken to confirm final read accuracy, serial number accuracy, correct meter installation, and if the water shutoff was returned to the pre-installation position (on or off). The pit condition and the surrounding area pre- and post-install are also available in this view.

After the review process verifies that the data recorded is accurate, the work order is ready to be downloaded and batched to the city for utility billing system import. Batch downloads are sent on a schedule designated by the city before the project starts.



LEAD SERVICE LINE AUDIT

Our team will provide the City of Sunrise with a 100% field audit and survey of lead service lines to meet the EPA 2024 inventory requirements. If Sunrise allows our team to complete the audit during the meter installation process, there will be no additional cost for the lead service line audit. We have included pricing for the lead service line audit if completed during the initial inspection survey.

The compliance date for LCRR is
October 16, 2024

With that date in mind, Core & Main is ready to help you prepare for the new mandates. With our wide product selection and innovative CORE+ services, you can empower your team with a comprehensive menu of integrated digital solutions or one-at-a-time options to suit your specific project needs. These options include, but are not limited to: project management, operational services, utility software and inclusive AMI System Management.

**And most importantly, comply with the looming EPA guidelines.
We've got your back.**

Below we have outlined an expected Scope of Work:

- Expose the inlet and outlet sides of the water service lines, performing minor excavation (digging or potholing) as needed.
- Collect digital photos of exposed water service lines.
- Identify and electronically record the inlet and outlet service line material:
 - Copper
 - Galvanized
 - Lead
 - Plastic
 - Unknown
- Confirm suspected galvanized material in plain sight, utilizing a magnet.
- Visually inspect piping, in plain sight, for copper or plastic piping material.

CORE⁺

**CORE & MAIN MOBILE BASE STATION DELPLOYED
AFTER HURRICANE MICHAEL 2018**

[illegible]

The CORE+ NaaS offering allows you to obtain an all-inclusive AMI solution that leverages our purpose-built wireless communication network and head end system, with ongoing maintenance managed by our team. Core & Main and our local partners design, build and maintain the wireless network. In addition, we coordinate regularly scheduled security testing and auditing by internal and industry-leading external partners.

9. Community Impact

Core & Main recognizes the importance of public awareness before and during infrastructure improvement projects such as a large-scale meter replacement project. We will work with the city to develop a Public Outreach plan explicitly customized for City of Sunrise residents and visitors. The public outreach collateral examples, available in English and Spanish translation, follow.

- **Door Hangers** summarizing the project, schedule, and customer benefits can be distributed during the pre-installation survey.
- **Project Brochure** describing the project, the products to be installed, the planned schedule, and customer benefits can be distributed at Public Service/Utility Billing locations, City Hall, and other central distribution locations around the city.
- **Customized Project Video** describing the project background, why the city is embarking on the project, customer and city benefits, customer impacts, survey, and installation schedules, and where to get additional information.
- **AMI Project Page on the City Website** can be developed by the city with input and content provided by Core & Main. It can be a one-stop shop for all information related to the water meter replacement and gas retrofit project. Options include a Project Video, project background, customer and city benefits, customer impacts, survey and meter installation schedules, and project status/mapping.
- **Social Media Campaigns** (Facebook, Twitter, Instagram, LinkedIn) consisting of messaging at important milestones throughout the project can provide additional information to the community, especially around the customer benefits of the project, as well as maintain that awareness throughout the project lifecycle.
- **Residential Bill Inserts** provide general project awareness to all customers at the onset of the project and pre-installation surveys and then targeted to specific areas by billing cycle before meter installations and retrofits in those areas.
- **Non-residential Customer Letters** can inform those customers of the pre-installation survey and the meter installation process, including the ability to schedule the meter exchange at a convenient date and time.
- **Outbound IVR Calls** can effectively remind customers when work is about to occur in specific areas.

Along with providing a program with multiple channels to provide project plans and benefits awareness to the City of Sunrise residents and visitors, Core & Main will work diligently to minimize community impacts throughout the project.

- **Meter Installation Planning.** Core & Main will utilize the results of the pre-installation survey to plan the meter installation with the proper materials and tools, thus maximizing the chance of completing the installation during the initial visit and eliminating subsequent visits and customer interruptions.
- **Non-residential Customer Appointments.** The meter technician will schedule a non-residential meter installation appointment at the customer's convenience when required (i.e., when a meter bypass is unavailable, and the water service needs to be temporarily interrupted).
- **Traffic control.** Traffic control will be performed when warranted during specific installation scenarios. Controls may include traffic cones around the technician's vehicle or open pit, vehicle flashers, or flagman in cases where the meter is in a roadway or thoroughfare.

- **Residential pre-installation door knock.** Our meter technicians will attempt to notify each residential customer before the meter exchange or retrofit. They will ensure the water meter is not “running” before disconnecting service and changing the meter.
- **Line-flush.** If there is an accessible hose bid, the meter technicians will flush the lines after the water meter is installed to remove air from the line.
- **Post-installation door-hanger.** The meter technician will leave a door hanger indicating the work performed and a phone number in case the customer has any questions.
- **QA/QC Process.** Core & Main utilizes a proven QA/QC process to validate data collected during the meter installation. Core & Main will conduct data validation of equipment serial numbers, the old meter out-read, and the old and new meter valve position to ensure that water service status (on or off) remains unchanged after the meter installation and accuracy of the out-reading.

Along with the city's residents and visitors, other city stakeholders must be kept apprised of the project, including the Water and Gas Utility Departments, Utility Billing, Customer Service, Community Development, and the Fire and Police Departments.

- **Planning and Periodic Status Meetings.** For the stakeholders engaged in the project (i.e., Utilities, Billing, and Customer Service), Core & Main will conduct periodic meetings to facilitate collaboration during the project's planning phase, along with status update meetings throughout the project.
- **Internal Memo.** To ensure other city stakeholders who may be indirectly involved with the project (i.e., Community Development, Fire and Police Departments, Core & Main will provide content to the city for periodic internal memo's/communications. Information typically consists of a project description, schedule details, meter technician identification (badges, vehicles, uniforms), and photos of the metering equipment.

10. Specifications

FlexNet Network

Sensus' industry-leading, two-way wireless AMI communication network (the FlexNet system) consists of multiple synchronized, high-performance, 900-MHz, primary-use, FCC-licensed RF bands. The FlexNet system operates on FCC-protected, extended-range, and extended-penetration Personal Communications Service (PCS) frequencies. Top-level specifications of the wireless solution include the following:

- Protected FCC - Primary Licensed Spectrum.
- No one else will be allowed to use the FCC RF frequencies assigned to Sunrise.
- FlexNet enabled endpoints communicate directly to the FlexNet network.
- Deploy Network on hardened vertical assets that stay up during storms.
 - Best performing outage AMI system for weather events.
- Forward-looking development roadmaps and backwards compatibility for our customers (no endpoint obsolescence). The FlexNet network and the endpoints you install will be supported for the life of your system.
- FlexNet endpoints communicate at up to 2 watts of power enabling the fewest number of AMI network equipment devices (base stations) of all AMI systems
- Base Stations operate at up to 16 watts of power enabling overlapping RF coverage.
- The FlexNet network design divides your RF spectrum up into separate channels which separate different kinds of messages. This reduces congestion on the network and speeds up message throughput plus allows for immediate alarm notifications and immediate operation of control devices (remote disconnect metering, valves, pumps, etc).

FlexNet's FCC-Licensed, Primary-Use Spectrum

Like AT&T, Sprint, Verizon, and other mission-critical data communication networks, FlexNet uses FCC-licensed, primary-use spectrum. **Unlike cellular or third-party networks, FlexNet is dedicated to the purpose of Utility communications as such, reading water endpoints is its primary task, obsolescence of endpoints has not forced customers to changeout endpoints over its 1 ½ decades of existence.** Each time the FlexNet system has been improved backwards compatibility of the endpoint has been maintained. The FlexNet communication network boasts five key range and performance criteria:

- Use of existing vertical assets and efficient high-gain antennas.
- Sensus acquisition of clear, nationwide, primary-use licensed radio spectrum.
- Design and use of high-power FlexNet SmartPoint communication modules (2 watts) with state-of-the-art, all-digital modulation techniques that can be updated over-the-air.
- Design and use of highly sensitive (-120 dBm to -130 dBm), all-Digital Signal Processor (DSP) based transceivers (base stations) for the FlexNet communication network that can be updated over-the-air.

A key to achieving high-quality performance from our FlexNet systems was the acquisition of FCC-licensed, primary-use spectrum for the best and most reliable network operation. To that end, we obtained nationwide and local licenses. This RF spectrum is 100 percent primary use, meaning that

Sensus has primary rights to our RF spectrum, with no other entities allowed to use the channels without our permission. Additionally, RF interference is regulated and prohibited by the FCC.

Another advantage to the licensed frequency band is that the limits for total RF output power are higher than those for systems using the unlicensed ISM band where many different communication solutions must co-exist. The ISM band is typically limited from 100 mW to 1-Watt. The Sensus FCC-licensed spectrum operates at higher power levels, and this power translates directly into a greater range for our radio system, with one base station capable of covering tens of thousands of meters. This, among other advantages, means that AMI network system costs can be amortized over several more devices than is typical for other AMI networks.

FlexNet Base Stations

FlexNet Base Stations can be installed in substations, on existing vertical assets, on water towers, on poles, and on buildings. Sensus base stations provide field-proven, overlapping, high-bandwidth communications to all FlexNet endpoints in the field. The FlexNet system is recognized as being the highest-performance, highest-bandwidth, and most reliable and resilient AMI communication network on the market today, providing predictable and reliable service for dense urban, suburban, and rural applications – even in extended power outage situations. FlexNet uses multiple wireless modulations; multiple packet sizes; multiple simultaneously operating, FCC-licensed spectrum bands; multiple RF frequencies; and multiple RF subchannels to expedite low-latency, full-duplex, two-way communications in a wide variety of AMI and smart grid applications.

Sensus 520M FlexNet SmartPoint Endpoint

A successful FlexNet solution begins with the Two-Way SmartPoint endpoint. Operating at 2 Watts of power, coupled with the dedicated FCC Primary Frequency, the Sensus SmartPoint has the highest power output, with the longest communication range in the industry. With both single and dual ports available, Sunrise will have the flexibility of working with an industry leading endpoint that allows the flexibility of either one, or two meters communicating on the same endpoint with no loss of functionality.

The confidence we have in the quality of our products shows in our warranty. Sensus is proud to have the industry leading 15-year full, 5-year prorated warranty of SmartPoint endpoints. **While other vendors provide a prorated warranty for replaced endpoints, Sensus always provides a new 15/5 warranty on all replaced endpoints. This will allow Sunrise to maximize the benefits of an AMI system, while reducing the long-term costs associated with prorated warranties beginning at year 10.**



iPERL Water Meter

Sensus iPERL® smart water meters are designed to capture both lost water and lost revenue. The innovative magnetic technology delivers unmatched low flow registration and minimal pressure loss. With no moving parts, iPERL maintains its accuracy over a 20-year lifetime and is equipped with smart water alarms – delivering the intelligence you need to quickly resolve issues in the field.

Industry Leading Performance

The patented measurement technology of the iPERL water meter provides enhanced accuracy at both low and high flows. Over a 20-year lifespan, your iPERL will measure just as accurately as the day it was installed.

Solid State Magnetic Technology

By avoiding the use of a mechanical measuring element inside the flow tube, metering performance is linear over the entire flow range – ensuring no reduction in accuracy at any flow rate over the life of the meter. The iPERL meter uses our patented remnant magnetic field technology – requiring far less energy and delivering superior accuracy.



Alarms

Quick resolution of field issues is made possible with configurable smart water alarms including leak detection, reverse flow, empty pipe, magnetic tamper, and low battery. When integrated with our FlexNet® communication network, remotely gathering and transmitting data has never been more reliable or profitable.

Ally Water Meter Overview

Electromagnetic Flow Measurement with 3-State Valve

The Sensus ally® water meter features an integrated 3-state valve, temperature and pressure sensors and alarms. ally has no moving parts and is based on our innovative electromagnetic flow measurement technology.

Performance

The patented measurement technology of the ally meter allows enhanced accuracy ranges at both low and high flows and perpetual accuracy over the life of the product and can be installed horizontally, vertically, or diagonally. The ally meter has a 20-year life cycle, along with a 15-year accuracy warranty.

Construction

The ally is an integrated unit that incorporates an electronic register, 3-state valve, temperature sensor, pressure sensor, and a measuring device encased in an external housing. The measuring device is comprised of a composite alloy flowtube with externally threaded spud ends.



Electronic Register

The high resolution 9-digit electronic register was designed to eliminate dirt and moisture contamination in pit settings. The tempered glass register cover displays readings with the AMR digits highlighted. Direction of flow, rate of flow and units of measure are also easily readable on the register display. The ally register features programmable AMR resolution and unit of measure, and integral customer data logging of 90-120 days. The display includes battery life, empty pipe, and forward/reverse flow indicators. Additionally, the register displays temperature and pressure values, valve state, flow rate and active and recent alarms.

Shut-Off Valve

The shut-off valve has 3 states—open, closed, and reduced flow. Reduced flow mode allows 1-2 GPM on average for life sustaining applications (Based on 65 psig). The stainless-steel ball valve is self-cleaning and remains functional due to automatic seat exercising. The ally meter also contains a proprietary actuator to operate the valve.

Built-In Sensors

With the built-in pressure and temperature sensors, the Ally meter provides the ability to monitor real-time for pressure and water quality at the meter. These smart sensors bring additional value over competitive remote disconnect only offerings.

OMNI Water Meter Overview

The OMNI™ meter is the most technologically advanced large water meter on the market today. The key to this optimal measurement performance is the application of the new Floating Ball Technology (FBT). FBT employs an impeller with a ball design, which makes the impeller weightless in the waterline. The technology enables the impeller to begin moving with very little water flow or force through the meter. The result is that OMNI has an extended flow range with better low-flow sensitivity, as well as the ability to capture extended high flow rates – all with virtually no wear.

OMNI C² and T² Water Meters

Improve your accuracy ranges in schools, hospitals, retail centers and more with our OMNI™ Compound (C²) and OMNI Turbo (T²) water meters. OMNI C² meters are one of the most technologically advanced, large water meters on the market, providing longer service life than all other comparable meters. OMNI T² meters are made of epoxy-coated ductile iron and are available in 1.5"-10" sizes. Stainless steel versions come in 1.5", 2" and 3" sizes.



OMNI F² Water Meter

When faced with limited vault space, the OMNI™ Fireline (F²) commercial meter is ideal. We designed this meter to make maintenance easier on both fire protection and commercial water lines. The OMNI F² is certified, so you can be confident functionality will be there when you need it most.

The measurement principles of the F² meter assure enhanced accuracy ranges and a longer service life than any other comparable meter. It has no restrictions as to sustained flow rates within its continuous operating range.

The F² Fireline Bypass Retrofit meter can easily replace Sensus legacy W-Series compact and standard Fireline bypass meter assemblies.



OMNI™ F WATER METER

Gas SmartPoint Communication Modules

Gas SmartPoints can be programmed for hourly reads and transmit up to six times a day. SmartPoints transmit and receive data via the FlexNet communication network to provide meter readings, on-demand information, remote disconnects, diagnostic data, and to receive and validate configuration changes, new protocols and modulation, and firmware updates.

The FlexNet system provides two-way communication directly to standalone gas meters without the need of supporting electric meters. This level of system performance streamlines business operations in an efficient in a cost-effective manner, while also providing value-added functionality for business operations.



FlexNet two-way SmartPoint technology for gas utilities provides:

- Two-way communication network for gas meter installations without requiring an electric meter backbone or a local network of additional data collectors and repeater nodes to support network communication.
- Field-proven compatibility with most residential and C&I gas meters deployed in the field, including Sensus/Rockwell, Honeywell/American, Itron/Sprague, and National.
- Hourly read transmissions six times per day.
- Nationally published 20-year warranty.
- Ability to remotely change reading parameters and firmware upgrades over the air.
- Top-of-the-hour reads.
- Remote Gas Shutoff (RGS) capability to remotely control the flow of natural gas to a customer's property when personal safety is questioned, or immediate action is required for other reasons using our Sonix IQ meter.

Two-way gas SmartPoints capture hourly interval data and store these reads for 35 days. The two-way gas SmartPoint will transmit current hourly readings up to six times per day to the head end system. Two-way gas SmartPoints maintain all configuration parameters and 840 interval data reads in non-volatile memory.

Sensus Analytics Applications

A Flexible, Proven Solution

In addition to the core analytics capabilities of the FlexNet Head End System software, Sensus offers a value-add suite of applications called Sensus Analytics (SA). With built-in MDM features and billing access, this platform helps utilities across the globe turn the data they bring back from water, gas meters and sensors into actionable intelligence that saves time and money.

The suite of Snap-On applications provides the core business functionality required to streamline customer service, billing, and operations. It also equips utility personnel with user-friendly dashboards so that they can make informed decisions quickly and confidently.

Utilities can select from a vast menu of offerings the applications that best meet their commodity analysis and management needs. This highly customizable design allows you to choose only the solutions that best serve your utility – without the added complexity or expense of traditional data management programs.

Cloud-Based Computing Frees up Utility Resources

The Sensus Analytics solution is a powerful data management system that aggregates information from AMI, AMR, and other IoT sources. The intuitive applications it comprises are delivered by a secure connection to a SaaS commercial cloud service, which can be accessed from any desktop computer, tablet, or smartphone.

This cloud-based management requires a lower upfront capital investment, offers a reduced cost of ownership, and enables utilities to take advantage of new software functionality more quickly and easily. Utilities need not manage or pay for hardware, third-party licenses, and backup capabilities – instead maximizing the value of their investment in communication networks and advanced network applications through data analytics that improve operations, reduce cost, and enhance customer service.

Highly Available, Actionable Data

Data is stored in the Sensus Analytics server for 36 months, with optional additional durations available. The base data store keeps all data – including meter reads, alarms, and notifications – available to users for this time. This information can also be used to populate the Customer Portal, helping utilities better serve their end users.

Data and images can be exported and copied in a wide variety of file formats, enabling utilities to aggregate data from smart meters, SCADA systems, customer billing software, and myriad other sources into one simple platform.

Utilities can maximize the value of their investment in communication networks and advanced network applications through data analytics that improve operations, reduce cost, and enhance customer service.

Application Offerings for Data Management and Analytics

Meter Data Management Capabilities

Some utilities need an MDM for simple but accurate data collection, management, and reporting. Sensus Essential Analytics is a bundle of applications that provides core meter data management performance, enabling daily utility operations like billing and meter and sensor monitoring.

In addition to the key features found in Essential Analytics, Sensus Enhanced Analytics also provides alarm management capabilities, allowing utilities to go beyond billing applications and gain insight on system performance and health.

The modular nature of Sensus Analytics allows utilities to right-size their analytics software by only buying the applications they need. When they decide to add advanced analytics tools, the flexible platform easily scales to accommodate that.

Additional Analytics Capabilities

In addition to its base MDM capabilities, the Sensus Analytics solution offers modules for more advanced monitoring and analysis of utilities' distribution networks and assets. Sensus Advanced Analytics is a flexible option that combines applications and professional services to create a solution tailored to each utility's needs. On top of the key capabilities found in Essential and Enhanced, Sensus Advanced Analytics offers additional features and lets the utility choose the right applications to best fit its business needs.

Currently Available Applications

The following table shows the modules that are currently available through the Essential, Enhanced, and Advanced Analytics bundles.

TABLE 1: SENSUS ANALYTICS SOLUTION OFFERINGS

Application	Vertical(s)	Description
Essential Analytics		
Admin	Water, gas	A management tool for system-level settings, including access and privileges, device groups, billing calendars, and more.
Report Access	Water, gas	A business intelligence tool offering a menu of reports that instantly summarize the information from the data store you need to know right away.
Device Access	Water, gas	A customer service tool that, combined with account and customer information, presents detailed usage history and trends, identifies anomalies, and enables custom alert programming to track specific issues.
Billing Access	Water, gas	A billing interface tool that previews and audits billing extracts for issues, enabling the

Application	Vertical(s)	Description
		utility to take corrective action and then generate final billing files for production. Provides customized formatting and creation of billing files for the utility's CIS system.
Meter Insight	Water, gas	A dashboard providing a summary of incoming network, account, and meter data to identify and prioritize issues needing resolution. Drill-through capabilities identify current meters and their associated status, including Active Orphaned, Inactive, Stale, Almost Stale, and No Read Available.
Enhanced Analytics		
Alert Manager	Water, gas	A notification tool to immediately alert individuals, teams, or key customers via SMS or email when events are reported by the meters and network. Events include conditions such as tampering, reverse flow, empty pipe, leakage, reverse power flow, outage, and restoral, and high temperature alarms.
Alarm Insight	Water, gas	A monitoring tool for the entire system with near-real time alarms, allowing users to drill down to individual events, view historical data, and map or list the alarm events to track event trends. This is a convenient and time-saving alternative to creating reports and using a third-party application to sort alarms.
Customer Portal	Water, gas	A consumer portal to present data to the utility's customers. This portal presents the same data to the end user that is available to the utility. Consumers can track their usage and sign up for alerts from the utility.
Service Management	Water, gas	An application allowing the utility to initiate billing-related commands in bulk to open, reduce, or close the automatic valve on groups of ally meters. Also tracks billing system updates.
Acoustic Monitoring	Water	An acoustic leak detection analysis tool used in conjunction with PermaLog+ acoustic sensor devices to identify leaks in water distribution systems by monitoring distribution lines.
Revenue Locator	Water	An application that uses advanced analytical tools to examine meter inaccuracies and identify apparent losses. This solution empowers proactive revenue recovery and operational efficiencies through identifying

Application	Vertical(s)	Description
		meter under-performance due to under-registration, meter read errors, and incorrect meter sizing. Sensus is interested in expanding this functionality to gas utilities.
Pressure Profile	Water	An application enabling remote pressure monitoring capabilities, providing visibility into the utility's water distribution system. Combines pressure data from ally meters and Smart Gateway sensor devices into a map-based solution, graphically displaying the pressure of measured points with respect to location over time.
Daily Reads	Gas	An application that tracks daily usage for a utility's gas transportation customers at a specified time of the day and sends the read on to the utility's billing system, improving accuracy to account for over- and under-usage.

Billing Access

The FlexNet Billing Access application helps manage gaps in your AMI meter data to enable accurate billing, by identifying stale meters so that they can be manually read, in preparation for billing and generating preview billing files to address any issues. The application then creates upload files to submit meter read data to your billing system. The application supports four actions: getting reads, submitting reads, billing export, and billing request.

Get Reads

The **Get Reads** action generates a data file of all stale meters for a specific billing cycle and timeframe, to pass this list of meters to your manual collection process to address any gaps.

Submit Reads

After the field crew completes a manual sweep to collect missing meter data, the **Submit Reads** action uploads the meter reading file to supplement the AMI-collected meter reads.

Get Reads							Filter	Get Reads
Billing Date	Created	Cycle	Stale Meters	User	Status	Downloads		
Mar 01 2022	Mar 01 2022 01:24 PM EST	01	158	bill.fisher@xyleminc.com	COMPLETE	Auto Read Meters		
Feb 23 2022	Feb 23 2022 10:37 AM EST	01	145	vasudha.chada@xyleminc.com	COMPLETE	Auto Read Meters		
Jan 25 2022	Jan 25 2022 10:37 AM EST	01	145	vasudha.chada@xyleminc.com	COMPLETE	Auto Read Meters		
Jan 21 2022	Jan 21 2022 10:37 AM EST	01	145	vasudha.chada@xyleminc.com	COMPLETE	Auto Read Meters		

Submit Reads							Filter	Submit Reads
Billing Date	Created	Cycle	Meters	User	Status	Downloads		
Feb 23 2022	Feb 23 2022 10:38 AM EST	01	1	vasudha.chada@xyleminc.com	COMPLETE	Original File		
Jan 25 2022	Jan 25 2022 03:59 PM EST	01	1	steven.clark@xyleminc.com	COMPLETE	Original File		
Nov 09 2021	Nov 09 2021 02:31 PM EST	01	1	vasudha.chada@xyleminc.com	COMPLETE	Original File		
Jul 11 2021	Nov 09 2021 02:29 PM EST	01	0	vasudha.chada@xyleminc.com	COMPLETE	Original File	Error	
Jul 16 2021	Nov 09 2021 02:24 PM EST	01	0	vasudha.chada@xyleminc.com	COMPLETE	Original File	Error	
Oct 25 2021	Oct 25 2021 09:29 AM EST	01	0	vasudha.chada@xyleminc.com	COMPLETE	Original File	Error	
Jul 12 2021	Jul 12 2021 02:16 PM EST	01	-	vasudha.chada@xyleminc.com				
Mar 03 2021	Mar 03 2021 02:20 PM EST	01	-	vasudha.chada@xyleminc.com				
Nov 16 2020	Nov 16 2020 02:19 PM EST	01	-	joey.stevens@xyleminc.com				
Sep 18 2020	Sep 18 2020 09:22 PM EST	01	-	cristiane_cobo@qat.com				

Figure 1: Get Reads and Submit Reads Features of Billing Access

Billing Export

In preparation for billing, the **Billing Export** action generates a data file of all meter reads, identifying remaining stale meters. Generating this data file in advance of billing deadlines allows your team to work with the stale meter list to take corrective action, as much as possible, before generating final billing files for production. Once your team is confident you have all the readings that will be available for the billing cycle, you can export the latest billing file and make it available to the billing system.

Billing Export

Filter

Generate Export

Billing Date	Created	Cycle	Meters	Stale Meters	User	Used For Billing	Status	Downloads
▼ Mar 01 2022	Mar 01 2022 01:40 PM EST	01	-	-	bill.fisher@xyleminc.com	☐	🔄 SUBMITTED	
▼ Feb 23 2022	Feb 23 2022 10:39 AM EST	01	-	-	vasudha.chada@xyleminc.com	☐	🔄 SUBMITTED	
▼ Feb 23 2022	Feb 23 2022 10:37 AM EST	01	12203	158	vasudha.chada@xyleminc.com	☐	✅ COMPLETE	📄 Export 📄 Stale meters
▼ Feb 23 2022	Feb 23 2022 10:36 AM EST	03	-	-	vasudha.chada@xyleminc.com	☐	🔄 SUBMITTED	
▼ Jan 19 2022	Jan 31 2022 02:59 PM EST	New_BA_Per	145961	918	vasudha.chada@xyleminc.com	☐	✅ COMPLETE	📄 Export 📄 Stale meters
▲ Jan 21 2022	Jan 21 2022 11:17 AM EST	01	12229	132	steven.clark@xyleminc.com	☐	✅ COMPLETE	📄 Export 📄 Stale meters
Billing Window		Jan 18 2022 - Jan 21 2022	First Read	Jan 19 2022 07:00 AM EST	Last Read	Jan 20 2022 07:00 AM EST		
▼ Jan 20 2022	Jan 20 2022 11:09 AM EST	New_BA_Per	145821	1057	greg.williams@sensus.com	☐	✅ COMPLETE	📄 Export 📄 Stale meters
▼ Jan 20 2022	Jan 20 2022 10:56 AM EST	Test10	67552	549	greg.williams@sensus.com	☐	✅ COMPLETE	📄 Export 📄 Stale meters
▲ Jan 20 2022	Jan 20 2022 10:54 AM EST	New_BA_Per	27314	179	greg.williams@sensus.com	☐	✅ COMPLETE	📄 Export 📄 Stale meters

Figure 2: Billing Export Feature of Billing Access

Meter Insight

The Meter Insight dashboard offers a quick peek at the status of all meters active in the FlexNet system. Nine categories of meter status are always shown on the dashboard.

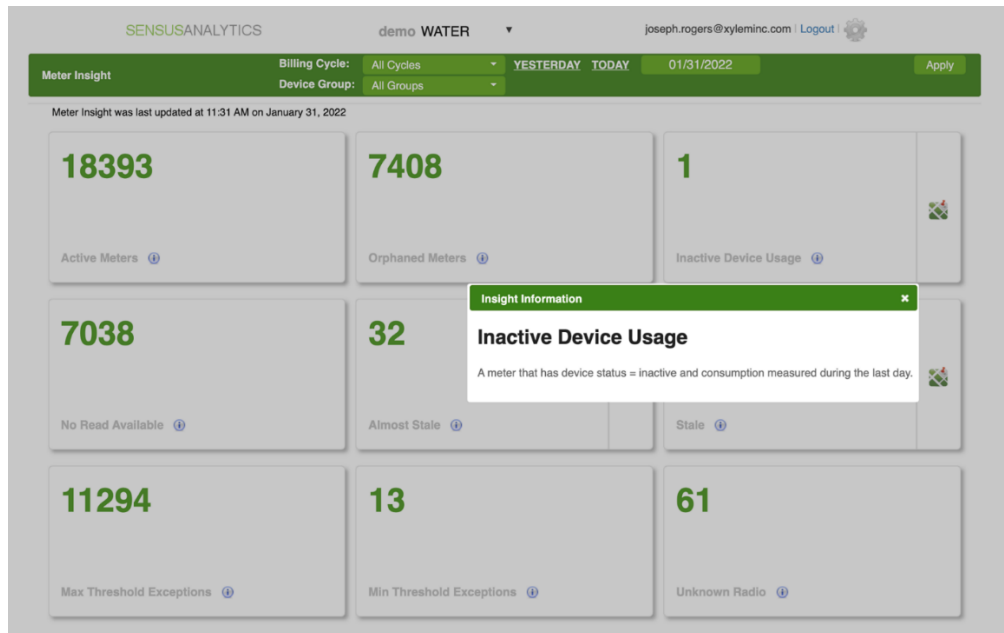


FIGURE 3: METER INSIGHT DASHBOARD FOR WATER

Meter Status Categories

Active Meters include the total number of active meters in the system.

Orphaned Meters include the total number of meters that are communicating with the AMI system but are not captured in the utility's Customer Information System (CIS).

Inactive Meters have been disconnected by the utility but are continuing to register consumption on the date selected.

Stale Meters have had no read in the past 72 hours.

Almost Stale Meters are on the verge going stale within 12 hours.

No Read Available captures meters that have no available read for any reason.

Max Threshold Exceptions reports the number of meters that have exceeded the usage threshold for a given billing cycle.

Min Threshold Exceptions reports the number of meters where the usage has not reached the minimum threshold for a given billing cycle.

Unknown Radio captures the total number of meters that have a read that came from an unrecognized radio.

Because Meter Insight has been designed as a quick snapshot, the dashboard defaults to data for the current day, though data for any date can be queried as well. Users can drill down for meter details in any category or can access a map showing meter locations.

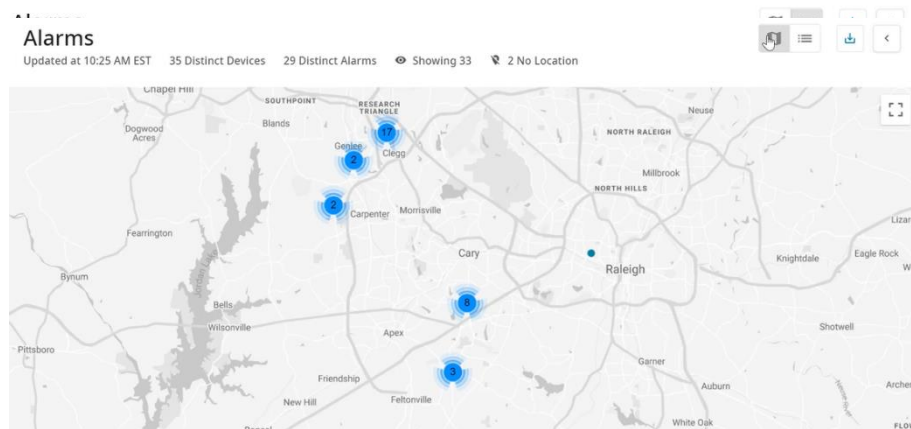
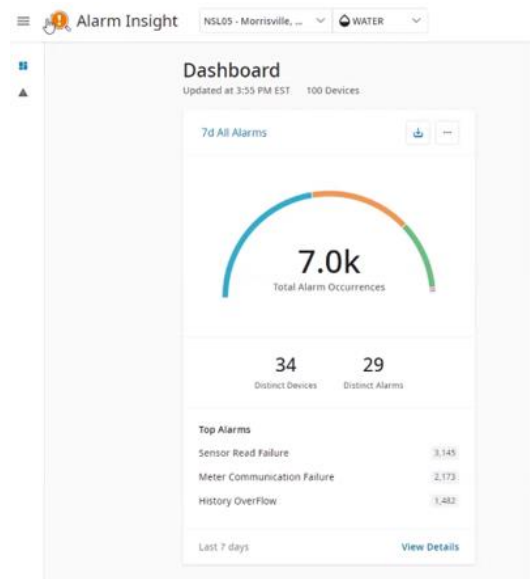
Alert Manager

Alert Manager is a notification tool to immediately alert individuals, teams, or key customers via SMS or email when events are reported by the meters and network. Events include conditions such as tampering, reverse flow, empty pipe, or leakage.

Alarm Insight

The Sensus Analytics Alarm Insight application, a one-stop shop for all alarm data, allows users to easily view historic alarm data and individual alarm events for the FlexNet system. A default dashboard shows the number of alarm occurrences for the last 7 days, broken down by alarm type. Additional dashboard views, or widgets, are created by defining new alarm filters and adding them to the dashboard. This modular dashboard can contain up to 20 widgets representing different filtered views of alarm data.

Alternatively, you can switch from any dashboard to tabular data or map views showing each unique alarm event and drill down to details. Filter options include data range, billing cycle, device group, and alarm type. Alarm data can be exported to Excel or comma-separated values (CSV) format for further analysis.



Customer Portal

In today's age of technological advances, many consumers expect, and even demand, to have pertinent information available at their fingertips. Utility data is no exception – customers expect to be able to see their consumption for themselves and have peace of mind that they will receive vital alerts instead of getting a large, unexpected bill later. Today's customers want to see their information when and where they happen to be – not once a month via a utility bill.

Sensus offers a customer portal to present data to the utility's customers using Sensus Analytics (SA), a cloud-based platform that is tightly integrated with the Sensus FlexNet Head End System. This portal uses data from the CIS and the FlexNet system to provide the following features and benefits.

- Helps consumers help themselves
- Decreased routine customer support calls
- Reduced commodity waste
- Reduced high bill complaints
- Enhanced customer satisfaction
- An effective tool during conservation initiatives
- Shortened time to identify and fix a problem
- Reduced lost revenue
- Promotes online and paperless billing services

TABLE 2: CUSTOMER PORTAL FEATURES AND BENEFITS

Features	Benefits
Intuitive, easy-to-use interface	Increase customer satisfaction
Mobile-friendly, secure	Decrease routine customer support calls
Ability to add custom content, such as conservation tips or incentive program information	Reduce energy and water waste, thus reducing lost revenue
Quick to implement as an add-on to Sensus Analytics	Improve billing and usage relationship - reduce high bill complaints
	Shorten time to identify and fix problems

The Customer Portal also benefits the end consumer in many ways as well:

- 100% self-service
- Greater understanding of usage and costs
- Access to near-real time account information around the clock
- View and export usage trends by day, week, month, or billing cycle
- Remotely monitor rental and vacation properties
- Modify usage to save money
- Set custom threshold alerts to avoid high bill surprises
- Receive notifications from the utility by text (option with additional charge) or email to stay informed

The Customer Portal includes the following components:

- Current cycle usage
 - Graphical usage details for the day, week, month, or year.
 - Usage target to display the customer progress to meeting cycle goals for consumption.
- Daily usage alerts
 - Gallons used to the day within the current billing cycle.
- Customer alerts
 - Alerts generated from the AMI system or usage thresholds that are configured by the customer, which can be delivered to the customer via email or text (option with additional charge) message.
 - Includes vacation alerts.
- Utility notifications
- Meter activity for multiple meters

The Customer Portal provides the consumer with all data retained in the Sensus database. Standard data storage is 36 months, with longer retention times available. The utility can choose to add more months of storage.



FIGURE 4: SENSUS CUSTOMER PORTAL HOME SCREEN

Usage Statistics

The Customer Portal can provide the consumer and the utility comparative usage statistics for the specific consumer over their selected date ranges, such as the previous billing period or the previous year.

Consumers can view usage information with usage in hourly, daily, weekly, and monthly increments for each account.

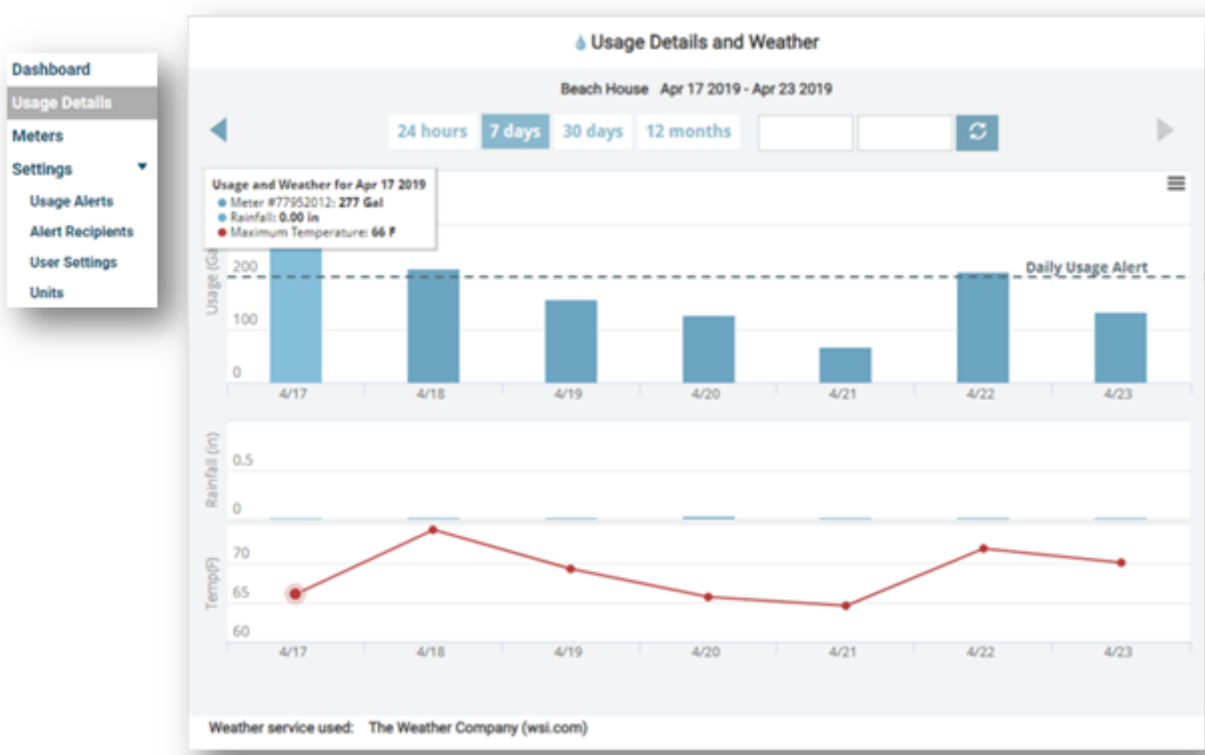


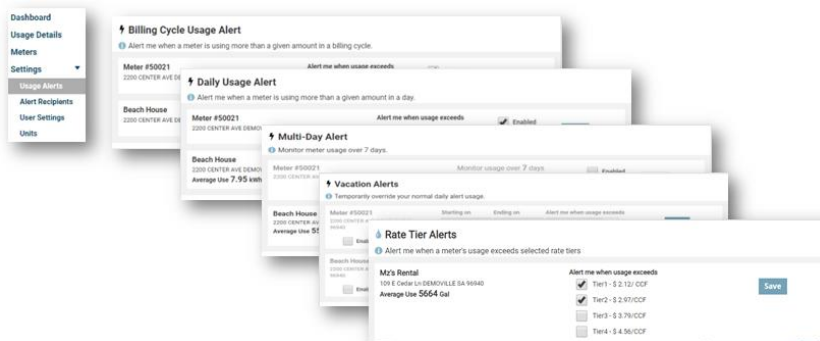
FIGURE 5: COMPARATIVE USAGE STATISTICS

Customer Alerts

Sensus Analytics offers multiple avenues to deliver alerts to consumers or utility employees. Through the Customer Portal, consumers can set up email or text (option with additional charge) message alerts, either to themselves or to people or organizations of their choice.

Threshold alarms set by the user are leveraged to notify the user of excessive usage.

The following screenshots show examples of the setup screens for the consumer.



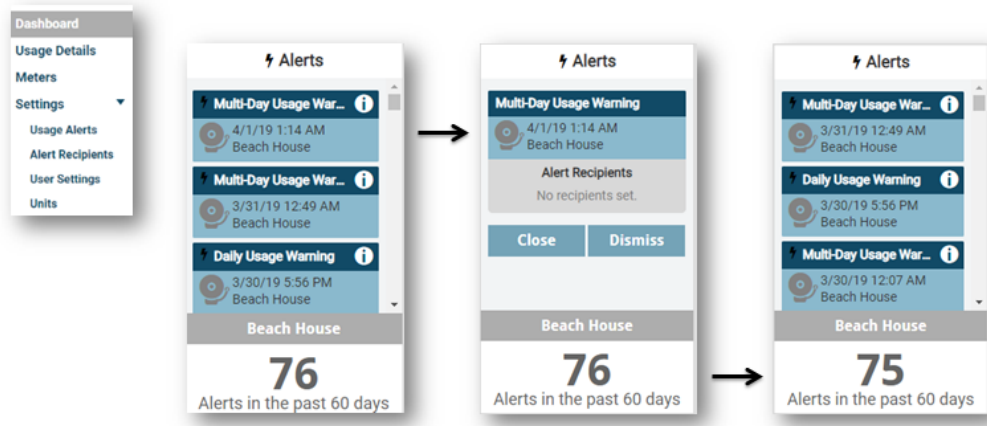


FIGURE 6: USAGE ALERTS SHOWN ON CUSTOMER PORTAL DASHBOARD

User Interface and Display

The Customer Portal was designed to operate seamlessly on desktop computers, as well as in any mobile device format, such as tablets or phones.

The following screenshots demonstrate how the Customer Portal resizes according to how it is viewed. Note that the layout changes as the window is sized down.

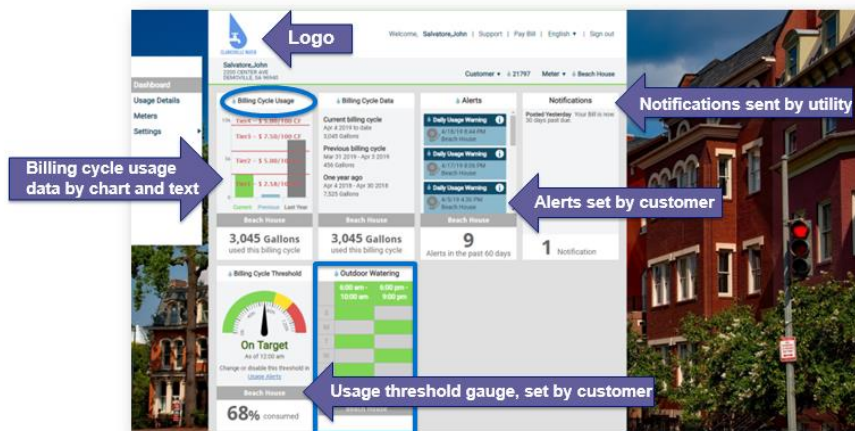




FIGURE 7: CUSTOMER PORTAL – PHONE VIEW

Interface Customization and Administrative Tools

The Customer Portal administration tool facilitates the management of the logo, background, image, units of measure, terms and conditions, links to the utility website and Facebook page, utility's phone number, and the customer support links visible to customers. Through the administration tool, the utility can manage users and which widgets, or alarms are available to customers. The Customer Portal also supports the ability to add custom content, such as conservation tips or incentive program information.

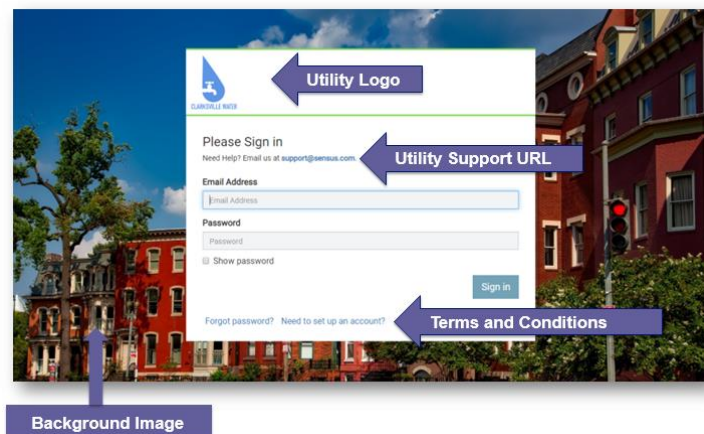


FIGURE 8: CUSTOMIZED SIGN-IN PAGE FOR CUSTOMER PORTAL

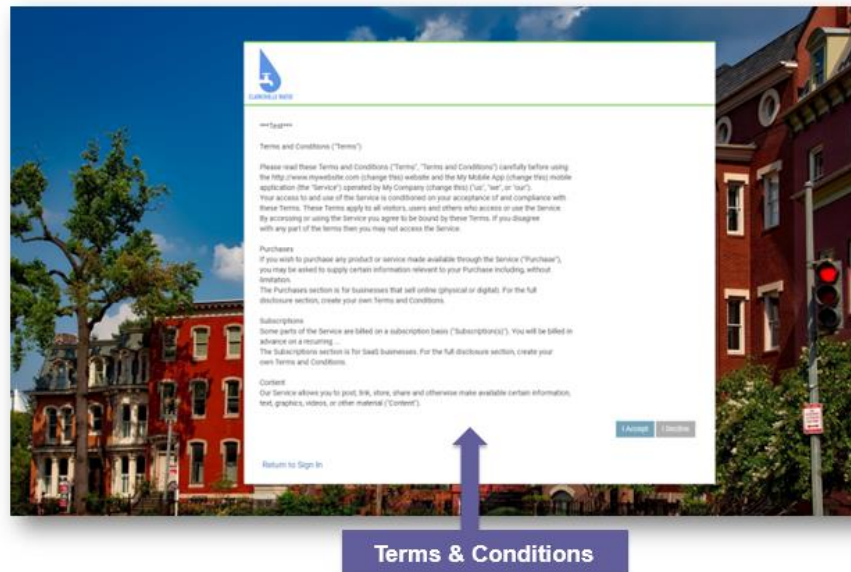


FIGURE 9: CUSTOMIZED CUSTOMER PORTAL SCREEN SHOWING UTILITY TERMS AND CONDITIONS

User Accounts and Notifications

Due to privacy management, only one username is allowed for each account. However, each user can set up notifications to be sent to additional recipients. This functionality preserves the utility's privacy requirements while allowing consumers to manage information they want to distribute to others.

Additional recipients can be configured for any of the alerts, including:

- Billing cycle usage alert
- Daily usage alert
- Vacation alert
- Tier alerts

The following screenshot shows how customers can authorize additional recipients to receive alerts.

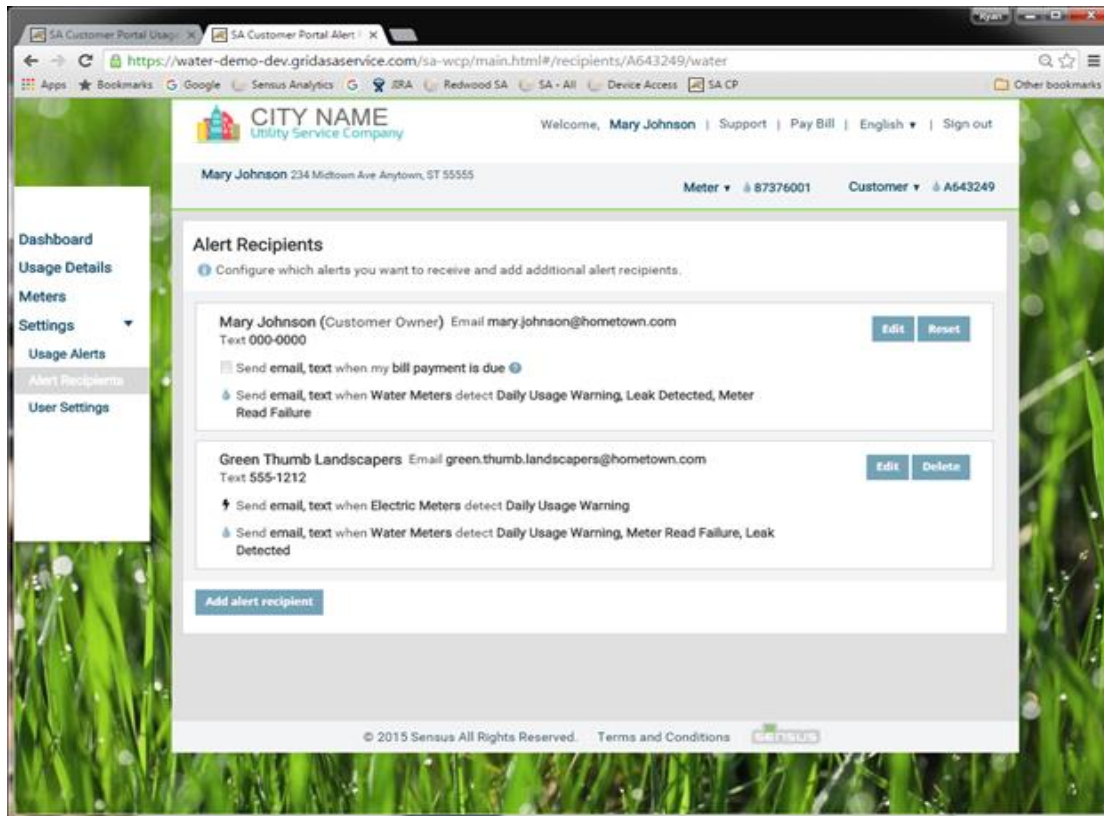


FIGURE 10: CUSTOMER PORTAL ALERT RECIPIENTS

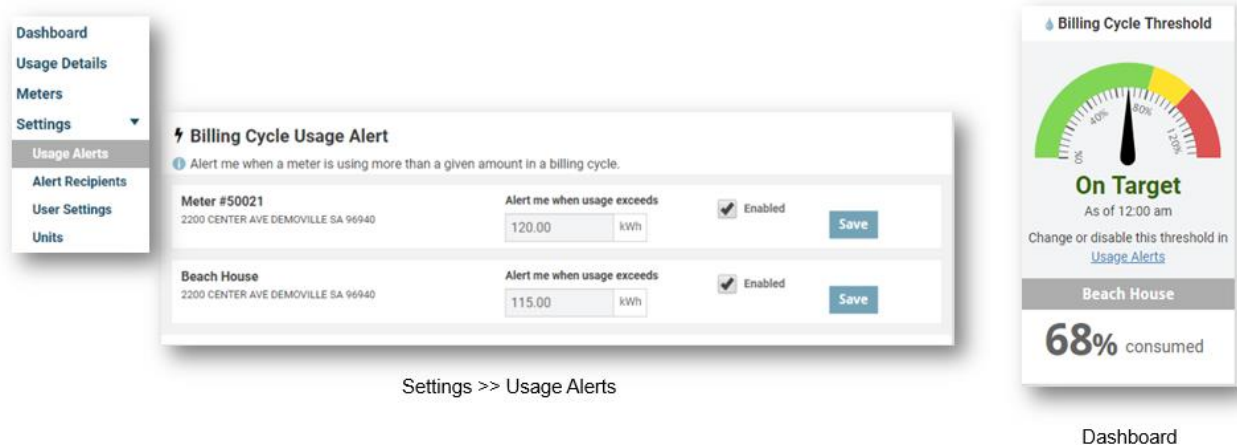


FIGURE 11: USAGE ALERT SETTINGS

Consumers can also manage their contact information and password from the User Settings panel.

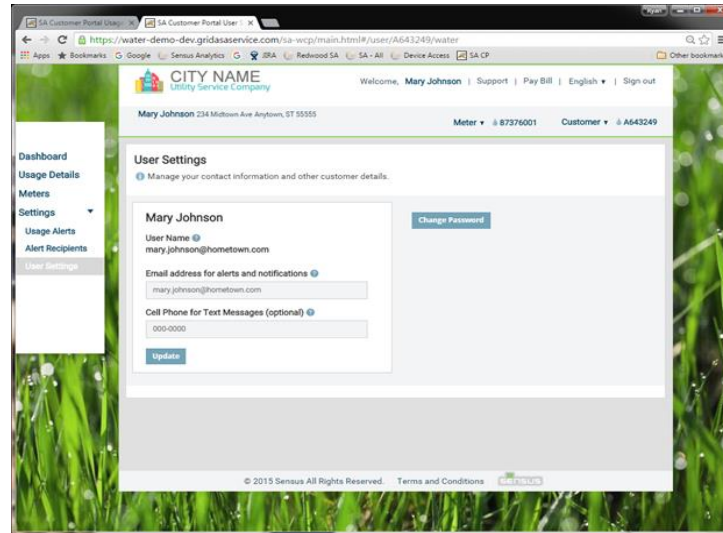


FIGURE 12: CUSTOMER PORTAL USER SETTINGS

Customer Service Representative (CSR) Access

The Customer Portal allows for utility Customer Service Representatives (CSRs) to look up accounts from many fields.

When the Customer Portal is being used, there is a click-through button that allows CSRs to see exactly what the consumer is viewing on the portal. From there, the CSR can use the Device Access application to access any data that might address the consumer's questions.

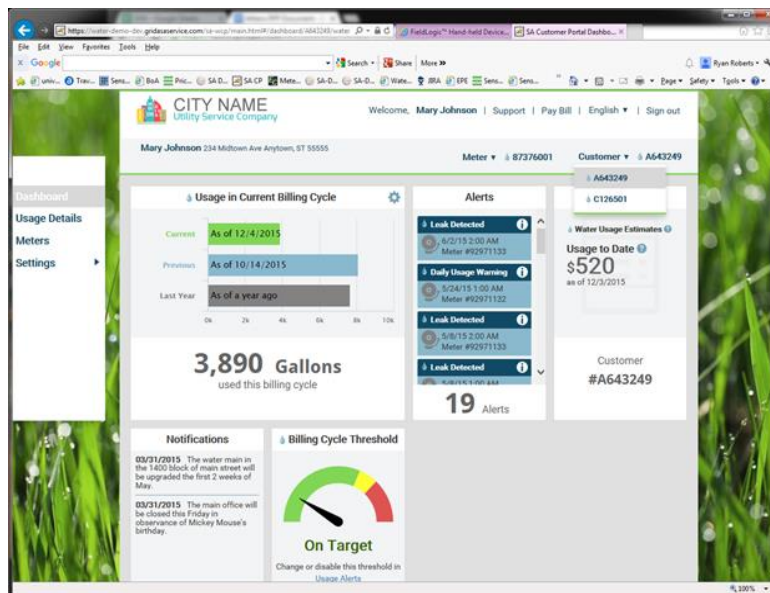


FIGURE 13: CUSTOMER PORTAL DASHBOARD SHOWING MULTIPLE ACCOUNTS

From this view, in the Customer drop-down menu, the end consumer sees all their accounts. By selecting the account for which they want more information, consumers can self-serve to access the required information.

Sensus Analytics offers a quick search method for fast navigation to accounts with a common element, such as an address or consumer name.

From the account search tool in Device Access, the user only needs to enter part of the string being searched, and all matches will be returned. This way, the user can select between the different results being presented.

The following screenshot shows all accounts with “demo” entered for the search. The user can then select each account as needed.

While researching each account, the consumption data can be exported or copied for accumulation, for quick analysis, or to address consumer inquiries.

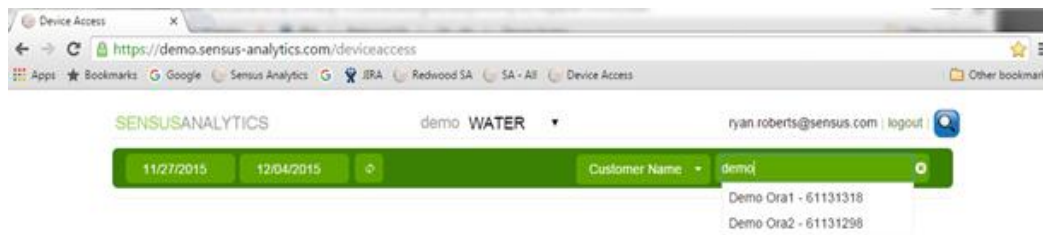


FIGURE 14: CUSTOMER PORTAL QUICK SEARCH

Participation Rates and Statistics

The Customer Portal provides utilities with participation rates and statistics that can be combined with the active accounts in Sensus Analytics to garner analytic data about end consumer usage.

The following screenshot provides information available to the utility regarding user accounts.

Sensus Analytics

Consumer Portal Active Users Accounts

CP Active Users Accounts

Today 2017-08-22
 Nbr. of rows 13
 Nbr. of Accounts 11,786
 Nbr. of Active Logins 12
 Nbr. of Active Logins with Inactive Account 17

Login Name	Full Name	Login Status	Locked?	Account ID	Account	Role	Account Status	Last Login	Meters
a.chilambar@gmail.com	RIM,KYUNG S	Enabled	No	12882	RIM,KYUNG S	ROLE_WCP_CUSTOMER		2017-03-22 18:34	70118931
aaron.jordan@xyleminc.com	Hugh Devereux	Enabled	No	17883	Hugh Devereux	ROLE_WCP_CUSTOMER		2017-07-18 08:35	75167343
admin@wcp.com	WCP Admin	Enabled	No	10013	ALEN,OSCAR	ROLE_WCP_ADMIN		2017-05-17 12:55	74153267
angela.visco@sensus.com	Anabel Marsala	Enabled	No	17899	Anabel Marsala	ROLE_WCP_CUSTOMER		2017-05-16 12:03	76230482
angela.visco@xyleminc.com	Anabel Marsala	Enabled	No	17899	Anabel Marsala	ROLE_WCP_CUSTOMER		2017-02-13 09:14	76230482
emzie.glass@sensus.com	EMZIE GLASS	Enabled	No	13851	BORG,STEPHEN	ROLE_WCP_CUSTOMER		2017-08-21 08:22	74640894
emzie.glass@sensus.com	EMZIE GLASS	Enabled	No	15364	Darlie Lennon	ROLE_WCP_CUSTOMER		2017-08-21 08:22	74263100
llamadoj@cityofnorthlasvegas.com	venezia,carmine	Enabled	No	19431	VENEZIA,CARMINE	ROLE_WCP_CUSTOMER		2017-05-31 16:01	75167204
mary.johnson@hometown.com	VENEZIA,CARMINE	Enabled	No	19431	VENEZIA,CARMINE	ROLE_WCP_CUSTOMER		2017-08-18 08:02	75167204
ryan.carrathen@xyleminc.com	VENEZIA,CARMINE	Enabled	No	19431	VENEZIA,CARMINE	ROLE_WCP_CUSTOMER		2017-08-21 13:47	75167204
sa.cp.demo@gmail.com	Salvatore,John	Enabled	No	21797	Salvatore,John	ROLE_WCP_CUSTOMER		2017-06-27 09:18	32226, 50002, 50021, 74848106, 77952012
shahid.shahkh@xyleminc.com	MUCCILOLO,JOHN	Enabled	No	11811	MUCCILOLO,JOHN	ROLE_WCP_CUSTOMER		2017-08-17 07:32	72446243
zack.douglas@xyleminc.com	Zack Tessman	Enabled	No	17641	Zack Tessman	ROLE_WCP_CUSTOMER		2017-07-24 08:35	69949004

FIGURE 15: CUSTOMER PORTAL ACTIVE USER ACCOUNTS

Service Management

The Sensus Analytics Service Management Application allows water and gas utility personnel to easily manage the shutoff or reduced flow process for large amounts of meters, improve customer service, and provide an incentive for non-payers to bring their account current.

- Designed for utility Customer Service Representatives (CSRs) or other office personnel, this application activates, shuts off, or reduces the flow of commodities to large numbers of devices at one time using the FlexNet communication network. It provides near-real time status updates of the process.
- Manage multiple accounts for remote connect and disconnect, reduced flow, and on-demand reads for Sensus ally meters.
- History of remote actions is maintained.
- Status of pending actions and valve position of meters can be monitored.

Key Features and Benefits

Quickly identify accounts for shutoff	
Easily manage shutoff process and meter population	Import/export bulk list of meters for shutoff
	Gain time estimate for job completion
	Real-time status of all meters and meter valves (water), with notifications of job completion
Improve customer service	Reduced flow state vs. shutoff (water)
	React quickly when a bill is paid to reinstate the customer's service
	Communicate with customers regarding water pressure at their service connection (water)
Improve process	Maintains history file with date of action and by whom a meter was shut off or set to a reduced flow state
	Integration to CIS and Work Order Management Systems (WOMS)

Service Management Application Screenshots

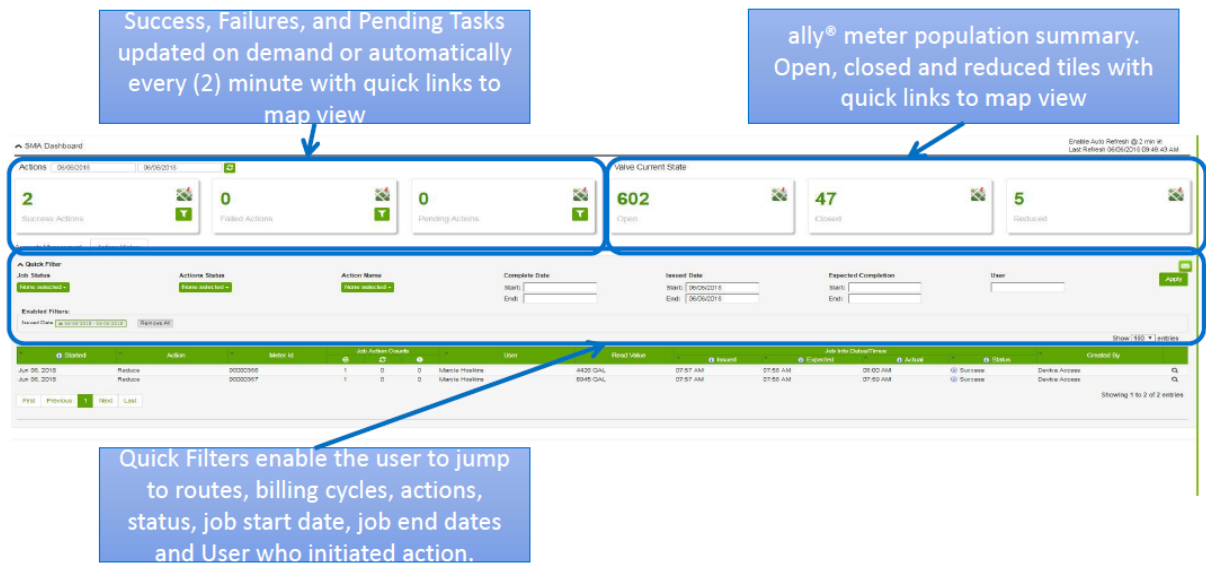


FIGURE 16: SERVICE MANAGEMENT APPLICATION HOME PAGE FOR WATER

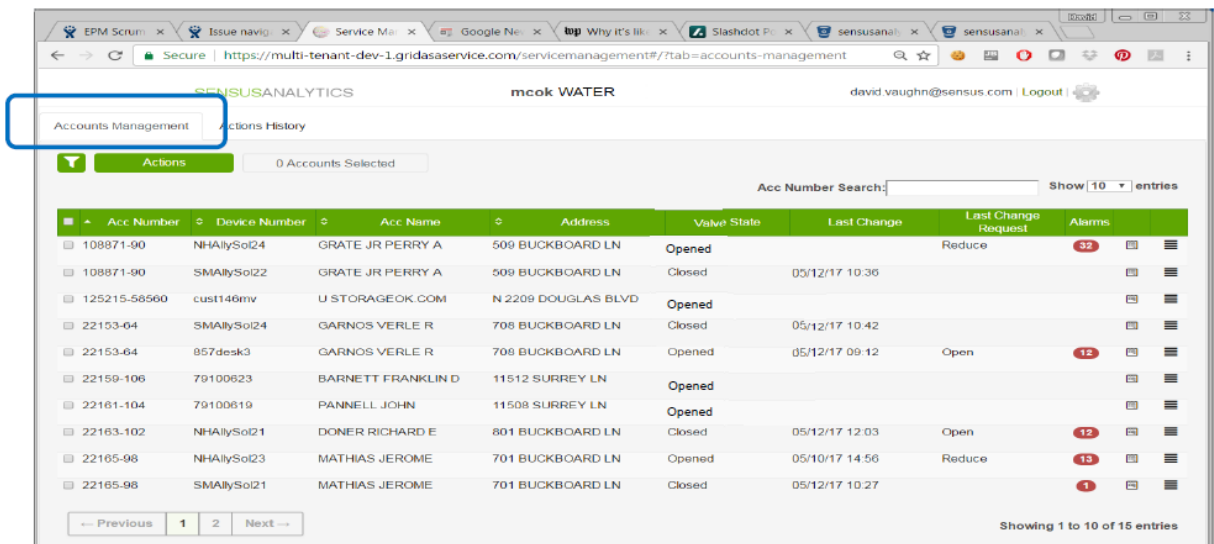


FIGURE 17: ACCOUNTS MANAGEMENT FOR WATER

Acoustic Monitoring

With the Sensus Analytics Acoustic Monitoring application, utilities can regain lost revenue, conserve water, and improve customer service by using Permalog technology with the FlexNet communication network and SmartPoint communication modules to deliver a powerful, remote leak detection solution.

Using soundwaves to detect flow, Permalog+ modules activate overnight, listening to the distribution system when ambient noise is at its lowest. SmartPoint communication modules carry real-time data via the FlexNet communication network to the Sensus Analytics (SA) application, where flow conditions are collected and reported.

The Acoustic Monitoring application within SA automatically analyzes the data and sends an alert if a leak condition exists, pinpointing a more precise leak location. Using this timely information, utility service crews can quickly investigate and make repairs before they become costly problems and liabilities.

The Acoustic Monitoring application provides robust data and intelligent analytics to locate a leak or monitor other flow conditions. Gaining insight into critical data regarding field conditions will help improve utility operations and mitigate risks associated with aging infrastructure. Viewing distribution system data in a single portal allows utilities to identify, investigate, and quickly make decisions.



TABLE 3: ACOUSTIC MONITORING FEATURES & BENEFITS

Features	Benefits
GIS driven dashboard	Expand your view to pinpoint a more precise leak location
Ability to set custom threshold alarms	Receive more accurate information to make data-driven decisions
Custom color coding	Proactively detect leaks and other flow problems or preventative maintenance
Historical data	Discover and regain non-revenue water
Custom reporting	Reduce risk and liability
Download to Excel, PDF, CSV for reporting, sharing, and further analysis	Improve customer service

With the mapping feature, utilities can clearly visualize the data to immediately pinpoint leaks.

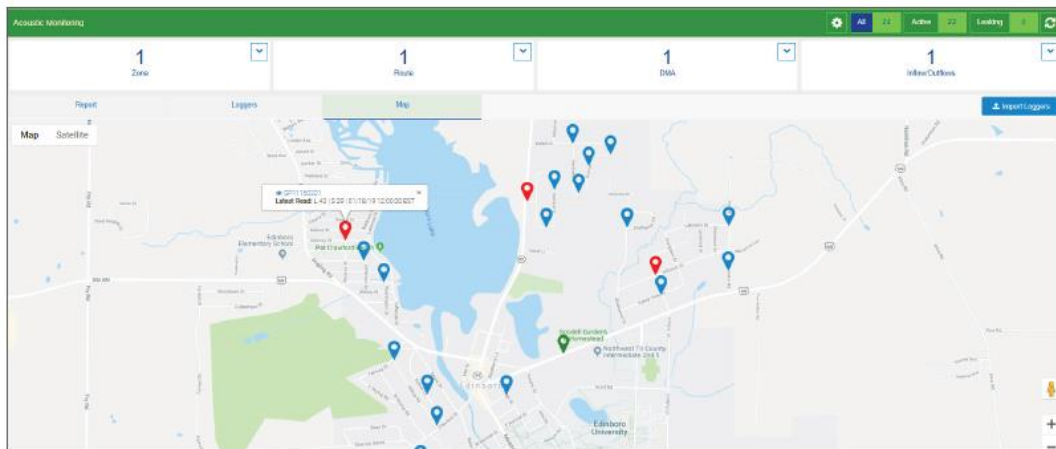


FIGURE 18: ACOUSTIC MONITORING APPLICATION MAP VIEW

The Acoustic Monitoring application provides historical data and multiple views to provide robust insights and a quick understanding of the data.

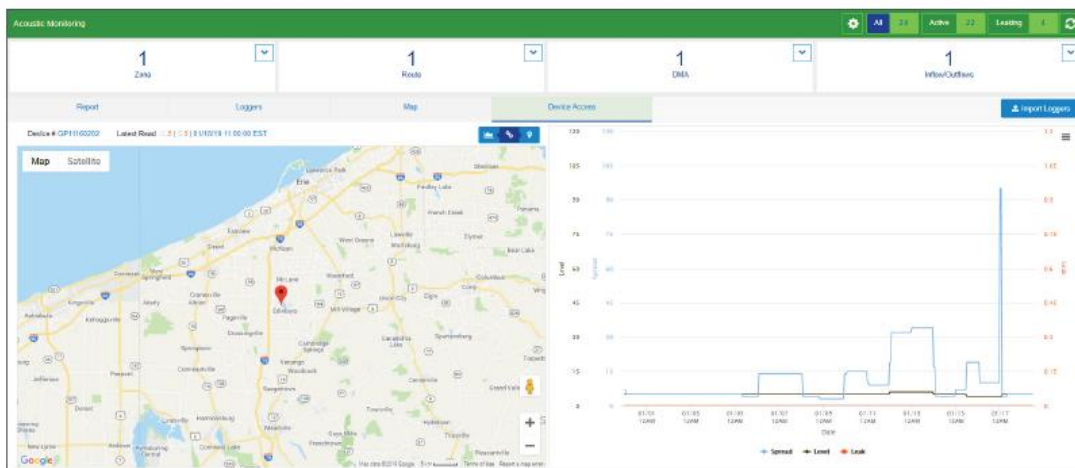
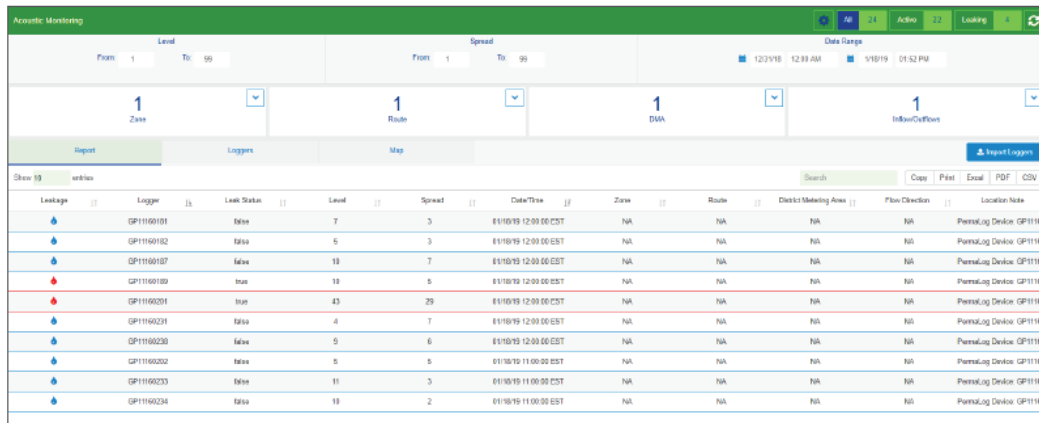


FIGURE 19: MULTIPLE VIEWS FOR QUICK DATA CONSUMPTION

The reporting functions in the Acoustic Monitoring application provide the ability to conduct in-depth analysis using customizable, sortable, and filterable data viewing.



Acoustic Monitoring											
Level			Spread			Date Range					
From	1	To	99	From	1	To	99	12/31/18 12:00 AM		1/1/19 01:52 PM	
1 Zone			1 Route			1 DMA			1 Inflow/Outflow		
Report			Loggers			Map			Import/Export		
Show 10 entries Search Copy Print Excel PDF CSV											
Leakage	Logger	Leak Status	Level	Spread	Date/Time	Zone	Route	Disks/ Metering Area	Flow Direction	Location Note	
	GP11160101	false	7	3	01/10/19 12:00:00 EST	NA	NA	NA	NA	Permalog Device: GP1116...	
	GP11160102	false	5	3	01/10/19 12:00:00 EST	NA	NA	NA	NA	Permalog Device: GP1116...	
	GP11160107	false	10	7	01/10/19 12:00:00 EST	NA	NA	NA	NA	Permalog Device: GP1116...	
	GP11160109	true	10	5	01/10/19 12:00:00 EST	NA	NA	NA	NA	Permalog Device: GP1116...	
	GP11160201	true	43	29	01/10/19 12:00:00 EST	NA	NA	NA	NA	Permalog Device: GP1116...	
	GP11160201	false	4	7	01/10/19 12:00:00 EST	NA	NA	NA	NA	Permalog Device: GP1116...	
	GP11160203	false	5	6	01/10/19 12:00:00 EST	NA	NA	NA	NA	Permalog Device: GP1116...	
	GP11160202	false	5	5	01/10/19 11:00:00 EST	NA	NA	NA	NA	Permalog Device: GP1116...	
	GP11160203	false	11	3	01/10/19 11:00:00 EST	NA	NA	NA	NA	Permalog Device: GP1116...	
	GP11160204	false	10	2	01/10/19 11:00:00 EST	NA	NA	NA	NA	Permalog Device: GP1116...	

FIGURE 20: FILTERABLE AND SORTABLE DATA VIEWING FOR ANALYSIS

Pressure Profile

Sensus Analytics Pressure Profile empowers water utilities to manage distribution systems proactively by mapping and trending near-real-time pressure data from Sensus smart devices. Better pressure management enables utilities to limit wear and tear on infrastructure, improves customer service, and ensures water quality, while also reducing truck rolls and making better use of utility resources. The Sensus Analytics Pressure Profile software application enables remote pressure monitoring capabilities, providing visibility into what is happening in your water distribution system by leveraging a map-based platform with trending, charting, alerting, and dashboard capabilities.

Among the many important parameters to measure and monitor in water networks, pressure is among the most vital. Knowledge of water pressure means knowledge of water availability to customers, such as being able to ensure that the system has sufficient supply for fire suppression. Water pressure is also a key water quality parameter, as a low-pressure environment increases the susceptibility of contaminant infiltration into pipes and appurtenances. Local, state, and federal regulations and guidelines often mandate Boil Water Notices (to ensure safe drinking water) when the system pressure drops below 20 psi.

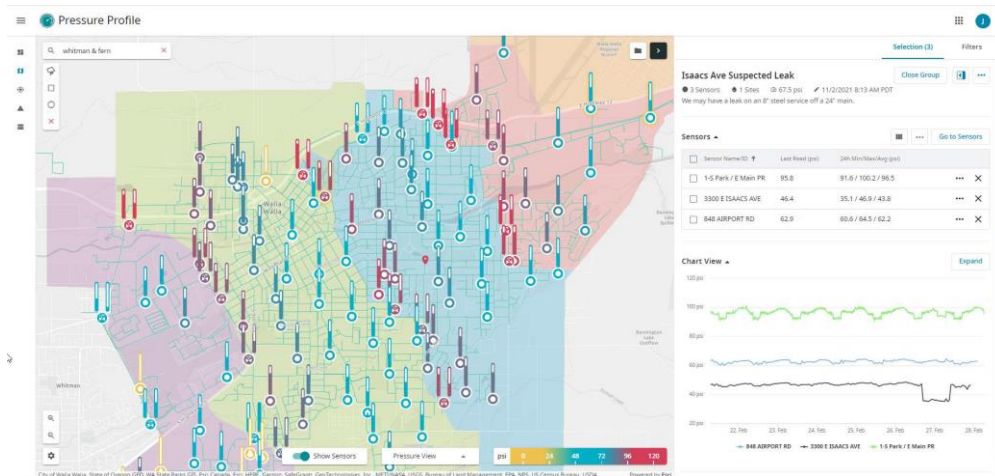


FIGURE 21: MAP VIEW WITH ELEVATION AND CUSTOM ALARMS

Pressure Profile combines pressure data from ally meters and Smart Gateways into an intuitive, map-based solution that provides you with visibility into what is happening in your water distribution system—even in the most remote locations of your system. The benefits derived by leveraging the Pressure Profile application are numerous:

Enable Proactive Operations

- Reduce truck rolls with remote monitoring of system pressure at key assets and proactively plan inspections with input from data dashboard
- Set up alarms based on pressure thresholds to detect abnormal conditions before they unfold into larger issues
- Validate field repairs and activities by tracking pressure before, during, and after changes are made
- Keep a pulse on the distribution system in the dashboard which summarizes alarms, zonal statistics, and device health
- Access actual system pressure quickly and easily, empowering you to provide reliable service to support consumption and fire suppression services

Improve Customer Service

- Quickly respond to customer inquiries or complaints with the latest system pressure data
- Locate areas of interest or complaint locations using an address search tool in the map view
- Maintain stable service line pressure
- With access to pressure data covering your entire distribution system, more easily triage and mitigate leaks or bursts
- Access 1,000+ days of historical data

Tackle Non-Revenue Water

- Use real data to ensure complete system visibility and manage pressure with confidence
- Reduce background leakage by lowering and stabilizing system pressures
- Quickly identify and triage pressure spikes that can lead to bursts

- Improve focus on pressure signatures associated with main breaks, tank level issues, or regulating asset failures

Integrate Real System Behavior Data into Planning

- Export pressure and total head data at all sites and sensors to compare with expected values
- Improve calibration/validation of models
- Support planning activities for new connections or network expansion

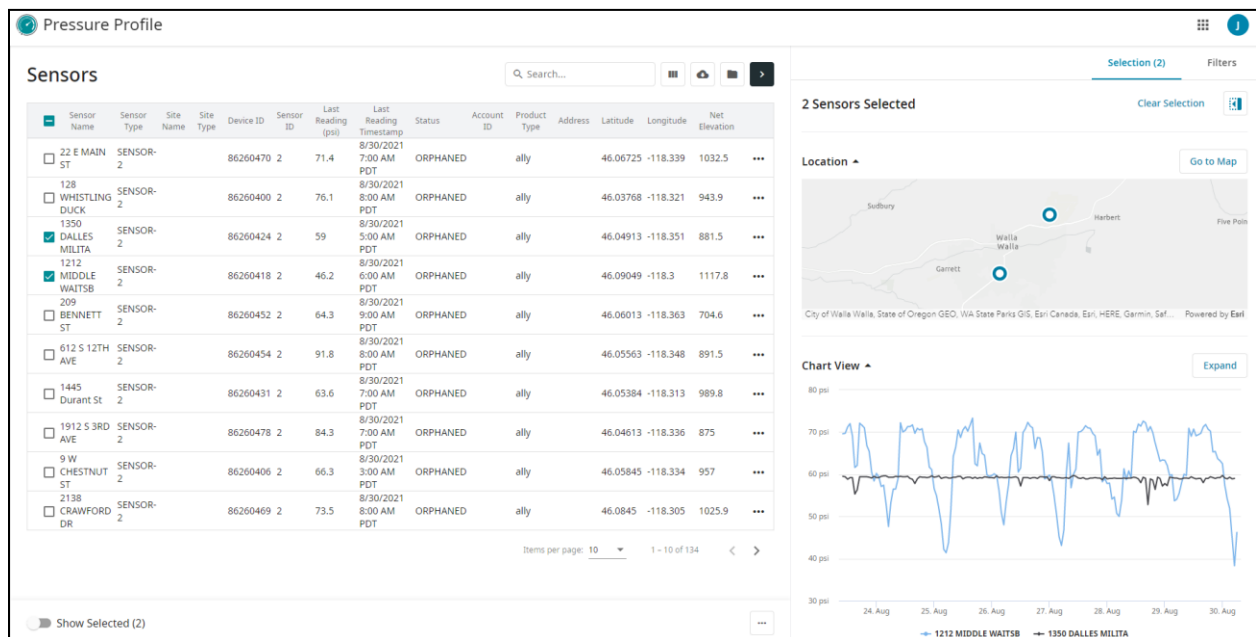


FIGURE 22: SENSOR LIST PAGE FEATURES SMART SEARCH, CHART VIEW, AND GO-TO-MAP NAVIGATION

Deployment Options

Several deployment options are available to capture pressure data and device status:

At the service connection, you can deploy ally residential smart water meters with integrated pressure-monitoring capabilities to map the pressure at the user level.

- Measurement intervals are configurable from 5 minutes to 1 hour

For OMNI commercial and industrial water meters, Sensus Smart Gateways with attached pressure sensors can be used to access pressure near key junctions of your water system.

- Kits for pressure are available with all necessary bushings, sensors, and ¼-turn valves
- Other kits for level and water quality are also available

For monitoring asset performance in your distribution system, Smart Gateways with pressure sensors can be deployed on service and main lines, pressure-reducing valves, pump stations, flushing stations, lift stations, and storage tanks.

Regardless of where you deploy sensors, you can expect the utmost confidence in the reliable delivery of your data for a fraction of the cost of deploying traditional remote telemetry SCADA hardware. Pressure Profile expands your system visibility, alerting you to issues in your distribution system before those issues impact multiple points. By detecting an abnormal condition, you can:

- Reduce water loss
- Prevent property damage
- Improve operating conditions
- Limit consequential costs due to water main breaks

By enabling remote pressure monitoring, Pressure Profile alerts you to minor issues before they become major issues.

Daily Reads

The Daily Reads application tracks daily usage for a utility's gas transport customers at a specified time of the day. This solution allows the utility to better manage curtailment practices with daily transportation customers and report daily usage to the suppliers and customers in a meaningful format. The application provides an accelerated payback scenario when compared to traditional methods for collecting daily transportation reads.

No additional hardware and communication backhaul are required, since the Daily Reads application leverages standard Sensus gas SmartPoint communication modules to transmit daily usage data over the FlexNet communication network.

The FlexNet Head End System can also perform on-demand reads on any FlexNet-enabled endpoint to fulfill the daily reading.

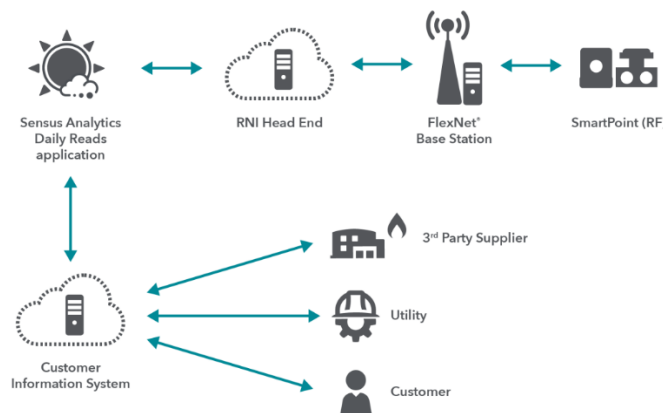


FIGURE 23: SENSUS ANALYTICS DAILY READS REPORTING

Rationale for Daily Reads Application

- Copper phone lines to gas meters are difficult to maintain.
- Phone companies increasingly want to get out of the wired connection business and are often slow to respond to trouble calls.

- Costs for landlines are increasing every year around the country.
- PBX systems for incoming calls are becoming obsolete.
- The utility is required to provide daily consumption data to third-party gas suppliers before the deadline defined by the customer.
- Existing systems will soon rely on expensive cellular solutions to communicate data from the meter back to the utility.
- Cellular coverage can be unreliable for fixed endpoints in parts of a utility's service area.

Daily Reads Application Details

The Daily Reads application is an add-on app in the Sensus Analytics platform. A VFLEX file defines which meters are enrolled as Daily Reads meters and provides a daily update between the utility's special billing server and the Daily Reads application in Sensus Analytics.

Daily reads are normally passed to Sensus Analytics from the FlexNet Head End System via an API. A custom utility billing interface can also be supported by Sensus Professional Services if required.

Daily Reads Dashboard

The intuitive, graphical Daily Reads dashboard displays the most vital information briefly, including:

- Status: Read, Unread and Needs Attention
- Configuration mismatches
- Trends

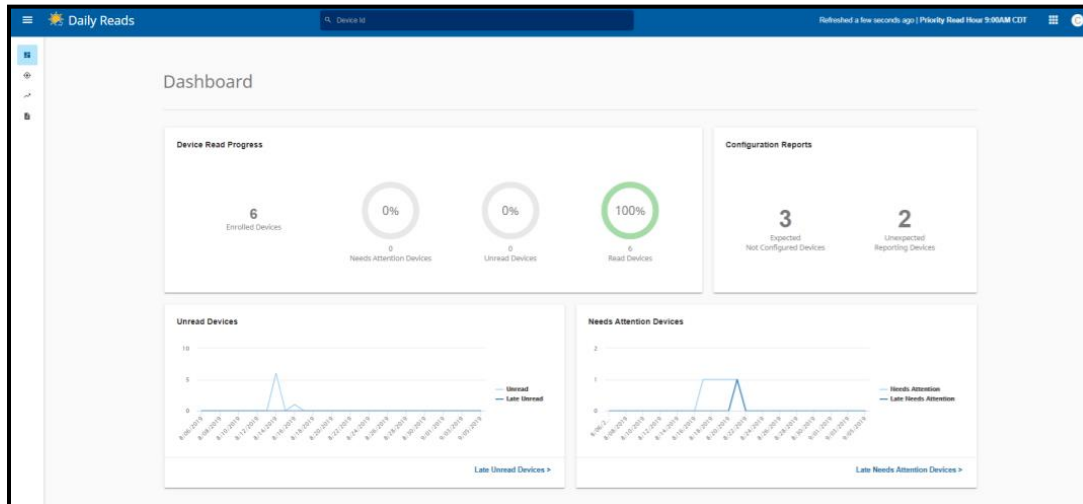


FIGURE 24: DAILY READS DASHBOARD

Sensus Analytics Integration

Integration as a Service

Sensus Professional Services manages the integration requirements from end to end. Sensus works with both utility and third-party vendor stakeholders as needed to identify the integration requirements, including data flows and integration methods. Once Sensus understands the complete solution requirements, integration work begins, based on a supplemental Statement of Work (SOW).

Sensus supports integration between Sensus Analytics and Tyler Munis. The standard interface is a vFlex file, which provides daily data synchronization between the CIS and the Sensus Analytics platform via a flat file data export. Custom integration is also available.

File Format and Transfer

Sensus Analytics supports customer-generated sync files or billing request files through file mapping. Because not every upstream application uses the same integration formats, Sensus designed a file format called vFlex, a flexible data delivery format that is designed so that the data change requirements for each integration point can be defined in Sensus Analytics. Sensus Analytics can then properly interpret data input from upstream applications and can send data output in a format the application can readily accept.

vFlex file mapping supports fixed-width, character-delimited file formats, as well as customized order of data fields. In Sensus' experience, vFlex has successfully integrated with every CIS deployment. The main objective is to ensure the file format required by the upstream application is well-understood.

Any data field the utility needs can be exported.

Scheduled File Transfers

Data queries can be set up through the integration server to export scheduled extractions of data. This is configured through the Sensus Professional Services team.

Exports

The Sensus Analytics platform provides data output formats that are compatible with Windows operating systems. Data can be copied to the user's clipboard, sent to a connected printer, or saved as an Excel file, PDF file, or a flat file, such as CSV. These options provide multiple integration possibilities with the Microsoft Office applications.

Additionally, emails can be generated from the users' view that can be integrated with Microsoft Outlook for easy distribution to internal or external users.

Exports have an unlimited number of rows.

Notification

Sensus Analytics supports email and texting capabilities to email to notify utility personnel of endpoint alarms. With Sensus Analytics, the user can configure email and text messages based on several criteria:

- Alarm level: High, Medium, and Low
- Selection of alarms, including endpoint alarms generated throughout the Sensus Analytics platform
- Selection of recipients
- Schedule: Real-time notification, or delivery at a scheduled time
- Limiting alarm notifications to a specific set of meters, rather than the entire population

In addition, SA can support emailing or texting reports. Reports generated automatically within SA can be sent to selected recipients. Similar configuration options exist for selecting the specific reports, the recipients, and the rate of sending.

11. Schedule E – Warranty Information Form

PLEASE SEE ATTACHEMENTS #01 & #02 FOR PUBLISHED WARRANTY DOCUMENTS

Sensus has the industry leading 15-year full, 5-year prorated warranty for iPERL meters and SmartPoint radios. All other vendors provide a 10-year full, 10-year prorated warranty. This industry leading warranty will allow Sunrise to maximize the value of the metering & AMI system without concern with the costs associated with devices as they reach end of life.

Sensus also provides additional industry leading warranties related to meter accuracies. All iPERL & Ally meters offer a 20-year accuracy warranty, if at any time during the life of the meter it fails to read at factory tested accuracy, Sensus will supply Sunrise with a new meter with a new full 20-year warranty.

As part of our CORE+ NaaS supported managed services program, Core & Main will provide Sunrise with a full-service warranty administration. Core & Main will track, maintain, and replace all factory warranty products with our work order management software.

The RMA process consists of the following steps:

1. Field removal of faulty product
2. Replace product with customer provided metering component
3. Complete manufacturer's RMA paperwork
4. Ship material to meter manufacturer
5. Receive new or repaired product, depending on manufacturer's diagnosis

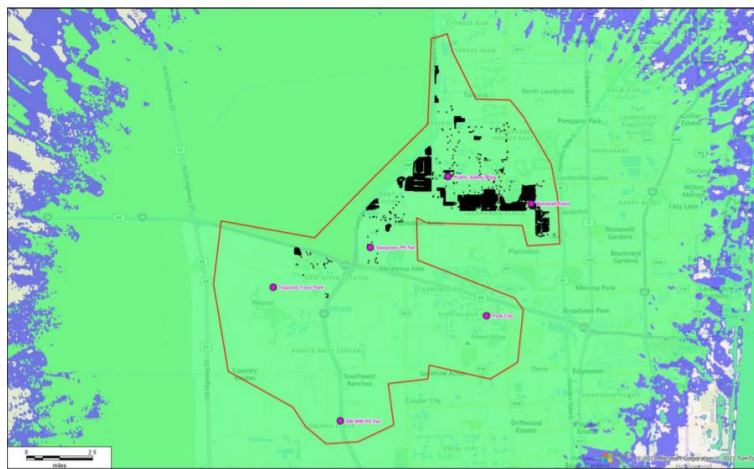
12. Propagation Study

AMI Network Design for 100% Redundant Coverage

Sunrise Network Design:

Sensus has provided an AMI Network Design to provide multi-channel, full duplex, two-way communications to all meters and other FlexNet enabled devices in the Sunrise Utility service territory. With Six Base Stations our communication network will cover 100% of Sunrise meters. Our network design is based on installation of Base Stations on Sunrise owned utility sites.

Site Locations, Gas Endpoints, and Gas Coverage



This propagation study is based on actual information provided by the utility pertaining to meter type, Smart point Location, potential antennae height on structure, structure height, and structure location. Any changes, deletions and/or additions that are not provided to the design engineers during the creation of this design may result in a study that does not correlate to actual field conditions.

FlexNet Design Propagation Analysis

11831 - City of Sunrise
Sunrise, FL

RF Engineer: Chris Priestler
Date: 7/20/2021

Proposed Site Details

Total Site Locations: 6
Total Base station Counts: 6
M40082 = 6

Design Factors

Flex Net Version: V1
Endpoint Type: Gas
Smart point Location: Outside

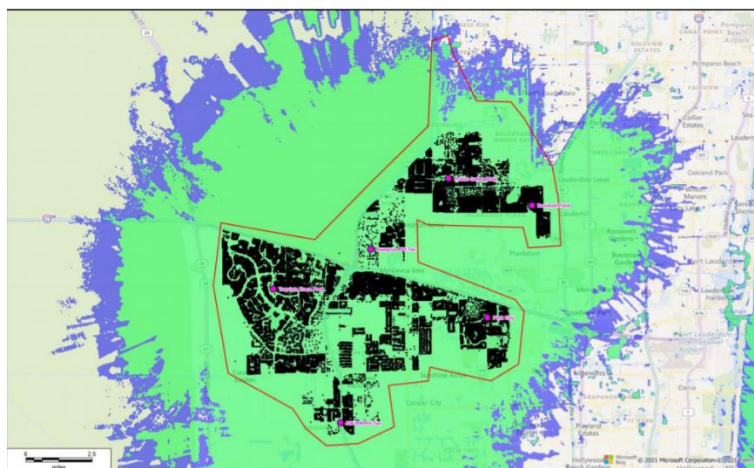
	Count	%
Total Endpoints Analyzed	8,107	100.00%
2-Way Coverage	8,107	100.00%
1-Way Coverage	0	0.00%
Total Endpoints Analyzed	8,107	

LEGEND

- 2-Way Coverage
- 1-Way Coverage
- Site Location
- Endpoint Location



Site Locations, Water Endpoints, and Water Coverage



FlexNet Design Propagation Analysis

11831 - City of Sunrise
Sunrise, FL

RF Engineer: Chris Priestler
Date: 7/20/2021

Proposed Site Details

Total Site Locations: 6
Total Base station Counts: 6
M40082 = 6

Design Factors

Flex Net Version: V1
Endpoint Type: Water
Smart point Location: PitSetAL

	Count	%
Total Endpoints Analyzed	8,107	100.00%
2-Way Coverage	8,107	100.00%
1-Way Coverage	0	0.00%
Total Endpoints Analyzed	8,107	

LEGEND

- 2-Way Coverage
- 1-Way Coverage
- Site Location
- Endpoint Location



13. Financial Documentation

PLEASE SEE ATTACHMENT #03 FINANCIAL STATEMENT

CORE & MAIN D-U-N-S # 627564029

14. Proposal Guarantee Bond

PLEASE SEE ATTACHEMENT #04 FOR PROPOSAL GAURANTEEE BID BOND.

PLEASE SEE ATTACHEMENT #04 FOR SUNRISE GOOD GUY BOND LETTER.

15. Schedules A-J

SCHEDULE A – CERTIFICATION PAGE

SCHEDULE B – NON-COLLUSION AFFIDAVIT

**SCHEDULE C – PROPOSER’S DRUG-FREE WORKPLACE
CERTIFICATION**

SCHEDULE D – PROPOSER’S QUALIFICATION STATEMENT

SCHEDULE E – WARRANTY INFORMATION FORM & EXHIBITS

SCHEDULE F – PROOF OF INSURANCES & REQUIRED LICENSES

SCHEDULE G – STATEMENT OF NO RESPONSE

SCHEDULE H – CODE OF ETHICS

SCHEDULE I – COST PROPOSAL

SCHEDULE J - PROPOSAL GAURANTEE BOND

16. Advanced Capabilities

Core & Main understands the challenges our customers face in day-to-day operations. Below, we have outlined optional products and solutions that oftentimes brings value to our customers. Each of these products and solutions Sunrise can consider as al a carte features to expand the AMI Smart Utility Solution.

Wastewater AMI

Core & Main has developed the industry's first complete solution to help our customers solve wastewater challenges with technology and data. With that in mind, we developed a Wastewater AMI solution that provides:

- Operational and Maintenance Savings
 - Reduces Mobilization requirements.
 - Reduce outsourcing I/I Analysis
- Develop Permanent WWC Monitoring Solution for Gravity/Force Main
- Interconnect / Billing Data Analysis
- Solution to Data Quality issues
- Comply with the regulatory requirements.
- Reduction in economic impact.
- SSO Monitoring
 - Near real time data
 - Blockages
 - Line breaks

How does Wastewater AMI help?

EPA/DEP Compliance

In this process, our system automates regulatory compliance for the utility. Using an EPA equation, we monitor capacity for the basin and let the utility know if they are compliant with the push of a button.

Threshold Alarming

By permanently installing IOT devices throughout the wastewater network, we employ machine-learning software to identify thresholds on gravity sewer, pump stations and force mains to identify when an asset is out of optimal performance.

Real Time I/I Analysis for Blockage and SSO Identification

Typically, this engineering service would cost utilities hundred of thousands of dollars. Here, it is incorporated as part of the solution at no additional charge.

Advanced Transient Monitoring

While advanced transient monitoring is a great way to identify moderate to catastrophic events, flow monitoring opens the door for many more possibilities. It not only utilizes a redundant system for leaks and breaks, but it also allows us to establish threshold monitoring in the system.

Using an EPA equation, we monitor capacity for the basin and let the utility know if they are compliant with the push of a button.

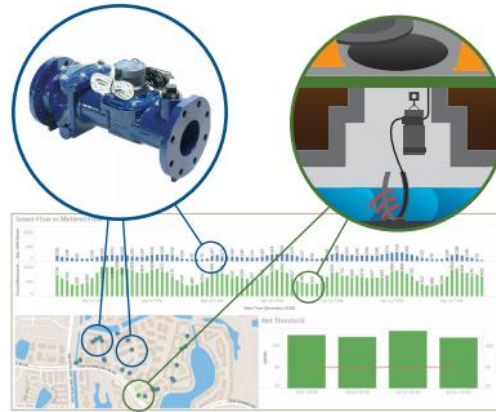


How does Wastewater AMI work?

Gravity Sewer

When it comes to gravity sewers, it is crucial to highlight how this integrates the water and wastewater systems together to resolve issues in the wastewater collections system. In other words, it uses water consumption data to resolve wastewater issues.

The gravity sewer is also monitored by a network of open channel flow meters, level and H₂S sensors. This allows the utility to monitor all of their assets remotely and safely.



Xylem Vue – Digital Water Solutions

Unlocking your utility data is the key to advancing as a digital utility. Utilizing the AMI foundation, plus SCADA, GIS, and other sources the Xylem Vue portfolio enables the digital intelligence as a utility.

The below Xylem Vue software are an enablement to make the most of your AMI investment and bring the data forward. This allows operations, engineering, planning, and other city departments to see and understand the water system with a true data driven analysis.

These solutions may be initiated at the beginning of the AMI deployment based on existing SCADA and GIS. As the AMI deployment is rolled out, that information will be incorporated to make the solutions more accurate and comprehensive for the water network.

Xylem Vue - Water Network Optimization (WNO)

Xylem's Water Network Optimization (WNO) solution addresses complex drinking water network challenges using a simple but effective framework that integrates three core capabilities:

- **Sensing and data ingestion** acquires, stores, and analyzes a wide variety of real-time hydraulic, water quality, customer usage, and operational data.
- **Digital twin modeling:** fuses operational data with physics-based network models to provide real-time hydraulic and water quality forecasts that reflect actual system demands, infrastructure status, and operational decisions.
- **Network optimization and analysis** uses the digital twin to help guide operation of the network to improve water quality, raise alerts upon unexpected system conditions, and solve other complex operational issues.
- **System Metrics:** Provide near real time reporting for high pressures, low pressure, water age, water quality, plant source, water loss, flow balancing, and other daily operations of the water system.

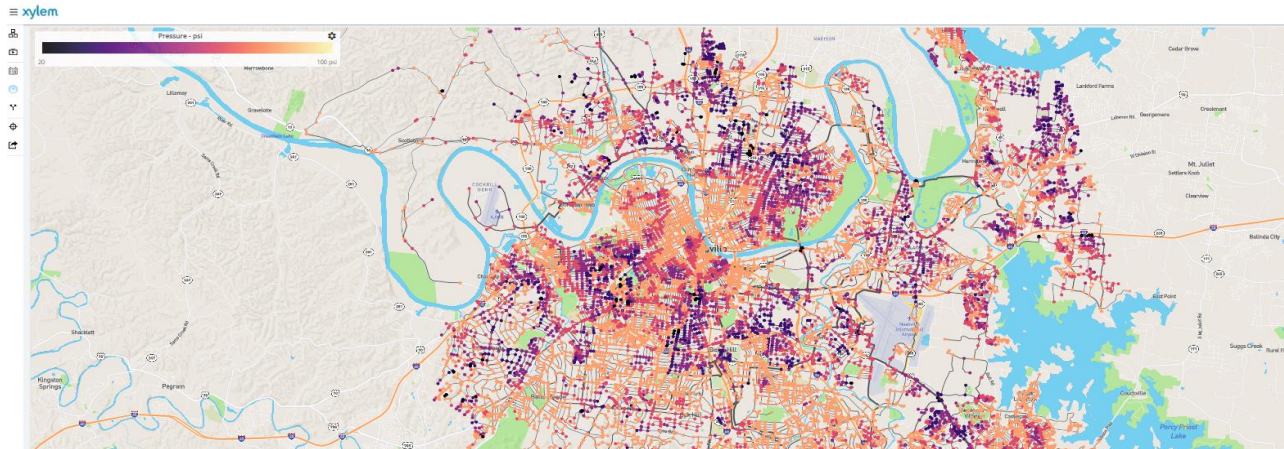


Figure 5: Digital Twin – Sample Pressure Dashboard

Xylem Vue - Water Loss Management

Xylem's Water Loss Management (WLM) dashboard has built in analytical capabilities to reduce the PoF through better management of distribution system pipeline leak detection and pressure transient monitoring. WLM is a 24/7 leak and burst detection system, using acoustic sensors (hydrophones) and optional pressure sensors deployed on critical assets in Raleigh Water's network such as transmission mains or distribution pipes (with high consequence of failure) to detect instantaneous pipe breaks and slow developing leaks. WLM provides pipe burst alerts in as quick as 15 minutes, with extremely low false positive rates due to a 24/7 control room that validates critical events before issuing alarms to the water utility. Leak alerts with a low false positive rate are also provided by the system after careful analysis of the acoustic data to identify distinct characteristics of leak noise over specified time duration.

Xylem Vue - Wastewater Network Optimization

Wastewater Network Optimization (WWNO) is a Real Time Decision Support System (RT-DSS) platform that allows the utility to identify where there is untapped capacity and identify methods to leverage this excess capacity to ensure the flow is captured and delivered to the treatment plant. This process typically begins by "turning on the lights" of the sewer collections system by deploying sensors to measure flow and water depth throughout the network to understand the behavior and operation of the system during both dry and wet weather events. This sensor network will help identify where inflow and infiltration (I&I) are occurring and locate areas of excess capacity that can be leveraged to enhance capture and minimize negative impacts. This information can then be used to inform the prioritization for sewer repairs by highlighting which areas are seeing the greatest levels of I&I.

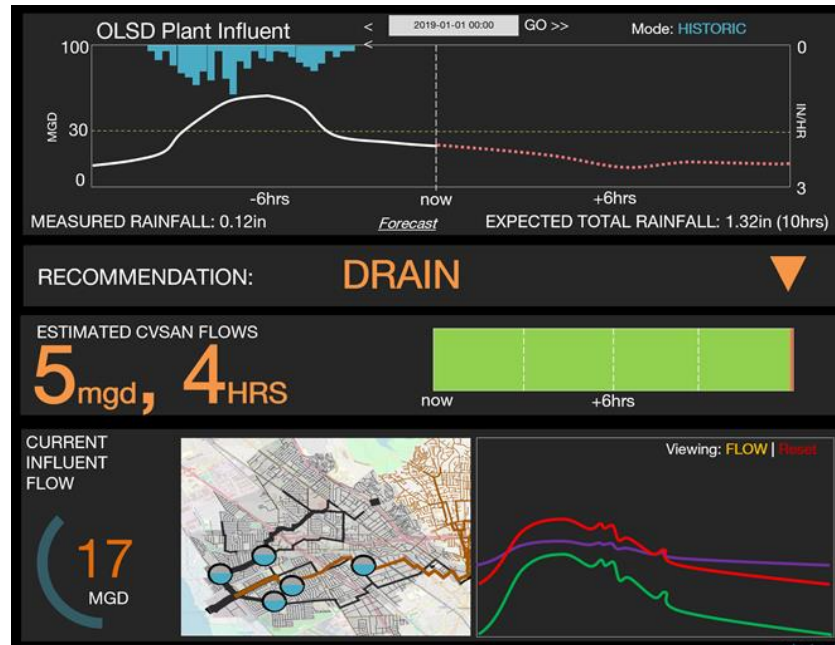


Figure 6: Wastewater Flows Predictive Modeling Sample Dashboard

Xylem Vue – Asset Performance Optimization (APO)

Unlocking data is the key to optimizing asset performance, and that's where **Xylem Vue - Asset Performance Optimization (APO)** comes in.

APO's Probability of Failure (PoF) Machine Learning (ML) analysis is the assessment of the likelihood an asset will fail over a defined timeframe. Xylem's robust PoF ML analysis yields results that help utilities focus investment dollars at the right place at the right time. This solution accounts for common data uncertainties and is updatable as new (future) data becomes available.

Just as important as the PoF results themselves, Xylem provides the "why" behind the results. This "glass box artificial intelligence" approach delivers transparency and context to the PoF analysis. This is critical because every pipeline network is unique and requires different mitigation decisions based on the root cause of the failures. Since utilities and their data can vary widely, Xylem applies an ensemble of over a dozen machine learning models to best fit each utility's available data. The ensemble approach has proven to be a superior strategy over a single model, because one algorithm may work well for one utility but not others since the available data widely varies in quality, quantity, and availability.

APO delivers PoF results graphically and geospatially. It helps utility managers recognize their most vulnerable assets (based on leaks and breaks) and focus on locations where future leaks and breaks likely will occur. This interactive business intelligence web application allows fast and easy viewing and analysis and supports integration with other business applications or decision models.

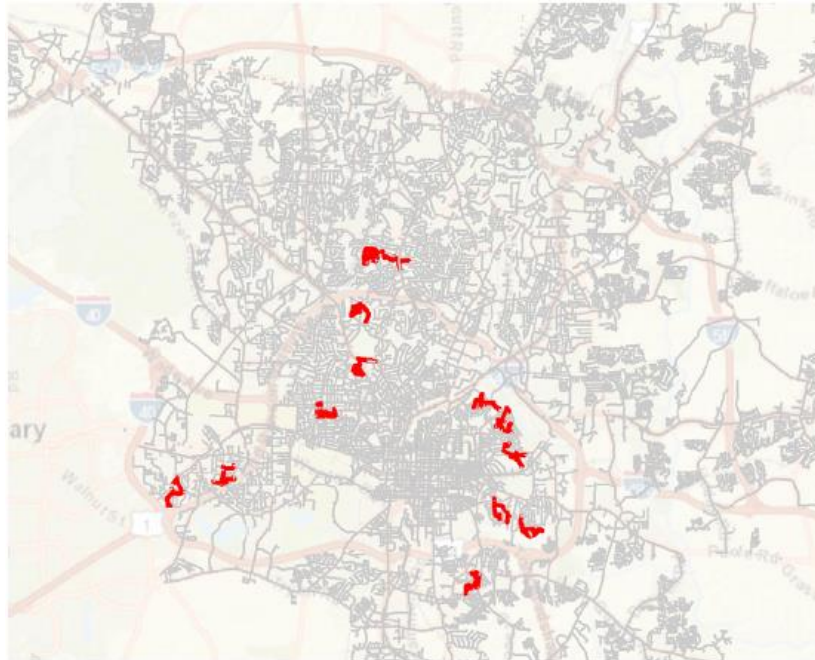


Figure 3: APO's solution identified the top 1% of at-risk pipeline segments based on their probability of failure. These assets are scattered throughout the city.

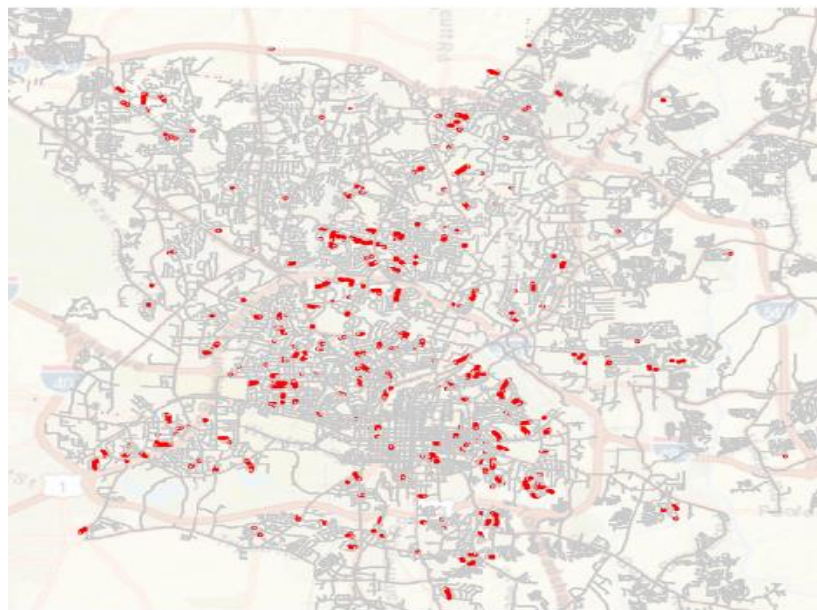


Figure 4: Further analysis refined the probability of failure results, identifying clusters of similar high-risk pipe segments to help Raleigh Water build some more efficient asset management plans now and in the future.

Sensus Smart Gateway

Sensus has developed a FlexNet-compatible sensor interface called the Smart Gateway, which allows utilities to leverage the FlexNet infrastructure and collect data from locations where there is no power available, without the cost and expense of solar panels and storage batteries. The versatility of its input capabilities allows for countless types of data to be collected and transmitted to the FlexNet Head End system.

The data from the sensors is then used by software applications to generate water utility-based solutions. This battery-powered product is packaged meeting IP66 guidelines. It is equipped with four sensors: two 4-20 mA sensors for pressure, temperature, distance, level, and other inputs; and two discrete inputs for normally open or normally closed switches to transmit data and alarms to the head end system.



FIGURE 1: THE SMART GATEWAY

With the Smart Gateway, you can leverage the FlexNet communication network to:

- Monitor pressures, temperatures, levels, and switches remotely
- Transmit and forward alarms from the FlexNet Head End System to utility systems or individuals to inform and resolve field issues quickly
- Analyze stored data to develop new insights into operating conditions in the field

Applications for the Smart Gateway include:

- Leak Reporting
- Lost Revenue
- Pressure Profile
- Demand Planning
- Hydraulic Management
- Flushing Management
- Theft Management
- Water Loss Management

- Water Quality Management
- Energy Management
- Storm Water Management
- Temperature Management
- Sustainability Management

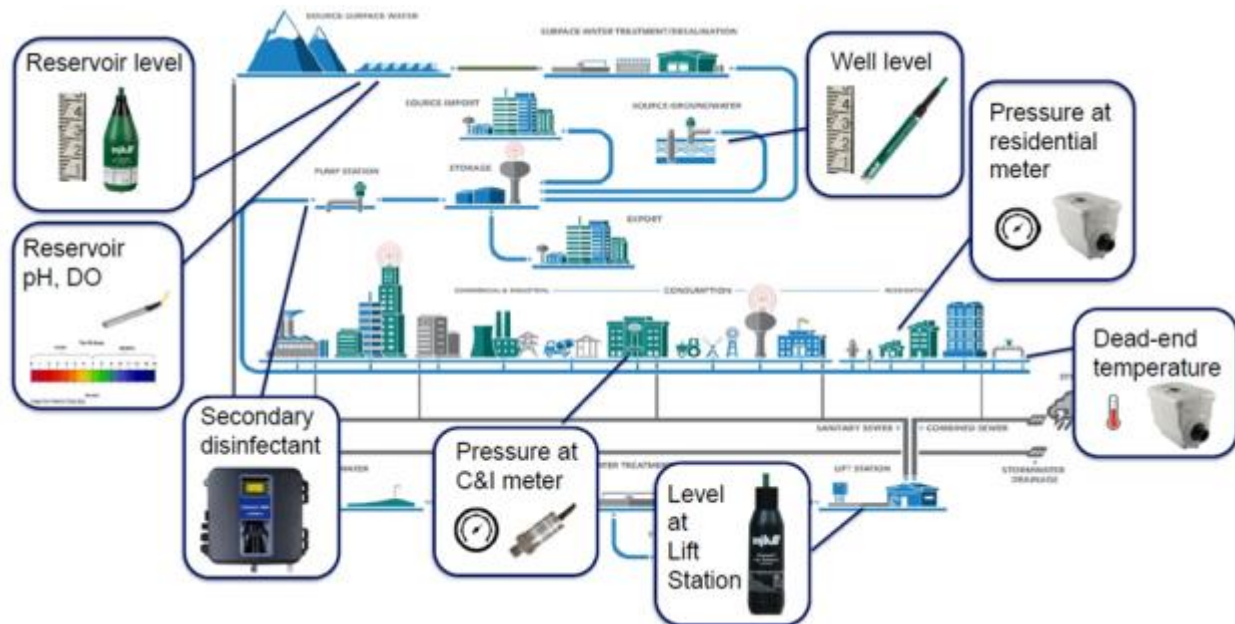


FIGURE 2: SMART GATEWAY EXAMPLE APPLICATIONS

SECTION 6 - RFP SUBMISSION CHECK LISTBUSINESS NAME: (Please Print): Core & Main LPPhone: (812) 767-9253

Fax: _____

-- N O T I C E --**BEFORE SUBMITTING YOUR PROPOSAL, MAKE SURE YOU:**

- ☒ 1. Carefully read the SPECIFICATIONS and then prepare your detailed Proposal.
- ☒ 2. Sign the CERTIFICATION PAGE (Schedule "A").
- ☒ 3. Fill out and sign the NON-COLLUSION AFFIDAVIT (Schedule "B") and have it properly notarized.
- ☒ 4. Sign the PROPOSER'S DRUG-FREE WORKPLACE CERTIFICATION page (Schedule "C"), if applicable.
- ☒ 5. Fill out the PROPOSER'S QUALIFICATION STATEMENT (Schedule "D").
- ☒ 6. Include WARRANTY INFORMATION FORM (Schedule "E") or EXHIBITS, if applicable.
- ☒ 7. Check INSURANCE & LICENSE requirements to be sure you comply, and submit PROOF OF INSURANCES & REQUIRED LICENSES (Schedule "F") with your RFP.
- ☒ 8. Include STATEMENT OF NO RESPONSE (Schedule "G"), if required.
- ☒ 9. Sign and return CODE OF ETHICS (Schedule "H").
- ☒ 10. Complete and return COST PROPOSAL (Schedule "I").
- ☒ 11. Include a Proposal Guarantee Bond of 5% (Schedule "J"). Upload to demandstar.com with your submittal. Original must be received one day after due date at Purchasing Office at 10770 West Oakland Park Blvd, Sunrise, FL.
- ☒ 12. Submit Proposal electronically via DemandStar by the due date/time; late proposal will not be accepted. Proposals submitted by any other means will not be accepted.

This page and the following pages are to be returned with your detailed response.

FAILURE TO PROVIDE THE REQUESTED SCHEDULES LISTED ABOVE MAY RESULT IN YOUR PROPOSAL BEING DEEMED NON-RESPONSIVE.

SCHEDULE A — CERTIFICATION

THIS DOCUMENT MUST BE SUBMITTED WITH THE PROPOSAL TO THE CITY OF SUNRISE:

We (I), the undersigned, hereby agree to furnish the item(s)/service(s) described in the Request for Proposal. We (I) certify that we (I) have read the entire RFP, including the Specifications/Scope of Service, Additional Requirements, Attachments, Instructions to Proposers, Terms and General Conditions, and any written Addenda or modification issued. We agree to comply with all of the requirements of the entire Request for Proposal.

If applicable, would you extend the prices proposed herein to other municipalities? Award of RFP is not contingent upon concurrence with this offer to other municipalities. Yes: X No:

Indicate type of organization: INDIVIDUAL () PARTNERSHIP (X) CORPORATION () OTHER ()

If other, explain: The EXCEPTIONS of Core & Main LP are attached hereto and
incorporated by reference as though fully set forth herein.

Shawn Kietzman
Authorized Signature

Shawn Kietzman
Printed or Typed Name

Senior Sales Manager
Title

Federal Employer EIN or Social Security No.: 03-0550887

Business Name: Core & Main LP

Address: 4310 NW 10th Avenue

City: Oakland Park State: FL Zip: 33309

Telephone No.: (954) 772-7343 Fax No.: (954) 772-0443

Contact Person and Title: Shawn Kietzman Senior Sales Manager

Email: shawn.kietzman@coreandmain.com

SOCIAL SECURITY NUMBER COLLECTION DISCLOSURE STATEMENT

Please be advised that pursuant to Section 119.071(5)(a)2.a., Florida Statutes, the City of Sunrise ("City") identifies that the City requests your social security number for the purpose of income reporting, tax reporting. Social security numbers are also used as unique numeric identifiers and may be used for search purposes.

SCHEDULE B — NON-COLLUSION AFFIDAVIT

This Non-Collusion Affidavit is to be filled in, executed and notarized by the Proposer. If the proposal is made by a Corporation, then it should be executed by its President or Chief Executive Officer. This document MUST be submitted with the Proposal.

STATE OF Florida)COUNTY OF Palm Beach)

Shawn Kietzman, being first duly sworn, deposes and says that
(Type or print name of person who is signing below)

1. I am the Shawn Kietzman
(Owner, Partner, Officer, Representative or Agent)
of the Proposer that has submitted the attached Proposal.
2. I am fully informed with respect to the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;
3. Said Proposal is made without any connection or common interest in the profits with any other persons making any proposal for the said commodities/Services. Said Proposal is on our part and in all respects fair and without collusion or fraud. No head of any department, employee or officer of the City of Sunrise is directly or indirectly interested therein. If any relatives are employed by the City, indicate name and relationship below.
4. Under penalty of perjury, I certify that the information presented in this Affidavit is true and accurate. The undersigned further understands that providing false representations herein constitutes an act of fraud. False, misleading or incomplete information may result in disqualification from submitting proposals, and/or referral to criminal law enforcement. The information provided is subject to verification by the City of Sunrise.
5. I understand that Florida Statutes Chapter 817 provides that willful false statements or misrepresentation is a misdemeanor of the first degree punishable by fines or imprisonment provided under Florida Statutes §775.082 or 775.83. I further understand that any willful misstatement of information will be grounds for disqualification. I certify, under oath, that the information provided is true and correct.

Name: None

Relationship: _____

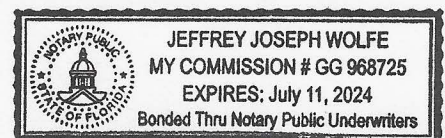
Name: Shawn KietzmanRelationship: EmployeeBusiness Name: Core & Main LPProposer's Authorized Signature: Shawn KietzmanSTATE OF FLORIDA
COUNTY OF BROWARD

Sworn to (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online notarization, this 14 day of November, 2022, by Shawn Kietzman, Senior Sales Manager (title) of Core & Main LP (Company).

Signature of Notary Public – State of Florida

(SEAL)

Jeffrey J. Wolfe
Print, type or stamp commissioned name of Notary Public



Personally Known OR Produced Identification

Type of Identification Produced _____

SCHEDULE C — PROPOSER'S DRUG-FREE WORKPLACE CERTIFICATION

Preference may be given to Proposers submitting a certification with their proposal certifying they have a drug-free workplace in accordance with Section 287.087, Florida Statutes. This requirement affects all public entities of the State and becomes effective January 1, 1991. The special condition is as follows:

Preference may be given to businesses with drug-free workplace programs. Whenever two or more proposals which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie proposals will be followed if none of the tied Proposers have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section. As the person authorized to sign the statement, I certify that this Proposer complies fully with the above requirements.

I hereby certify that the company submitting this proposal has established a Drug Free work place program in accordance with Florida Statutes § 287.087.

Shawn Kietzman

PROPOSER'S SIGNATURE

Core & Main LP

BUSINESS NAME

SCHEDULE D — PROPOSER'S QUALIFICATION STATEMENT

The undersigned certifies under oath the truth and correctness of all statements and all answers to questions made hereinafter:

Business Name: Core & Main LP

Address: 4310 NW 10th Avenue, Oakland Park, FL 33309

Street	City	State	Zip Code
4310 NW 10th Avenue	Oakland Park	FL	33309

Telephone No: (954) 772-7343 Fax No.(954) 772-0443

E-Mail and Website: www.coreandmain.com

How many years has your organization been in business under its present name? 5 years

If Proposer is operating under Fictitious Name, submit evidence of compliance with Florida's Fictitious Name Act: N/A

Under what former names has your business operated?	HD Supply Waterworks, Ltd. Hughes Water & Sewer, Ltd.
---	--

At what address was that business located? 4310 NW 10th Avenue, Oakland Park, FL 33309

Are You Certified? Yes _____ No _____ If Yes, Attach copy of certification
Are You Licensed? Yes X No _____ If Yes, Attach copy of license

Has your business or its senior officers ever declared bankruptcy?
 Yes _____ No ☒ X If yes, explain: To the best of our knowledge, no.

Are you a sales representative _____ distributor X, broker _____ or
manufacturer _____ of the commodities/services proposed upon?

Have you ever received a Contract or a Purchase Order from the City of Sunrise or other government entity? Yes X No

If Yes, explain (date, service/project, proposal title, etc.): _____

Have you ever received a complaint on a Contract, Purchase Order, or proposal awarded to you by any government entity? Yes _____ No X _____ If Yes, explain: During the past 5 years, Core & Main LP has not been served with a complaint by a government customer in the state of Florida arising out of an AMI meter project.

Have you ever been debarred or suspended from doing business with any government entity?
Yes No X If Yes, explain: To the best of our knowledge, no.

The Proposer shall disclose any pending or anticipated litigation between the Proposer and City or any other party. Such litigation must be indicated on Schedule "D." When the Proposer or a

proposed subcontractor has previously worked for the City and has received complaints from the City or has been involved in disputes with the City about the work, the Proposer should submit with its Proposal an explanation of what, if anything, the Proposer has done or will do to avoid similar problems in the future. This explanation must deal specifically with the problems involved on the prior Contract or Purchase Order and any organizational, operational or other changes which have been or will be implemented. If, in the sole judgment of the City, the Proposer has failed to provide an adequate plan to ensure that the contractual dispute previously experienced by the City will not recur, the City reserves the right to reject the proposal submitted by that Proposer. Attach additional sheets, as necessary.

To the best of its knowledge, Core & Main LP has not been involved in litigation with the City of Sunrise, Florida, during the past 5 years. Core & Main has not been involved in litigation with a customer to which it sold a water meter system in the state of Florida during the past 5 years. Core & Main is a large business operating in nearly all 50 states. It is involved in litigation from time to time. As issues arise, they are handled on a case by case basis.

LIST OF SUBCONTRACTORS

(Contractor to Supply)

For any major trades, all Contractors must provide the following information: the individual's or company's name, address and phone number and submit the information on this page with their Proposal. Failure to do so may result in your Proposal being deemed non-responsive. (Attach additional pages, if required).

1. TRADE: State of Florida Underground Utility Contractor
 Core & Main BRUNTLETT, ARCH STEVEN JR (601)559-9833
 LICENSE NUMBER: CUC1225503

 Company Name/Phone Number
 1830 CRAIG PARK COURT
 SAINT LOUIS MO 63146

 Address

2. TRADE: State of Florida Plumbing Contractor
 Envocore RTS Water PRUITT, RUSSELL HAROLD 800-929-5834
 LICENSE NUMBER: CFC1427146

 Company Name/Phone Number
 9240 NW 63RD ST SUITE #6
 PARKVILLE MO 64152

 Address

3. TRADE: Certified Specialty Contractor
 Kirms Communication Tower Contracting Harry Kirms (561)577-8827
 LICENSE NUMBER C131151005

 Company Name/Phone Number
 814 14th Street, Lake Park, FL 33403

 Address

4. TRADE: Certified Electrical Contractor
WEEZER ELECTRIC INC JEFFERS, THOMAS P (954)444-2561
LICENSE NUMBER EC0001360
Company Name/Phone Number
271 NW 16th Street Pompano Beach, FL 33060
Address

5. TRADE: _____

Company Name/Phone Number

Address

REFERENCES:

Please list name of five (5) government agency or private firm(s) with whom the proposer has done business within the past three (3) years:

Agency/Firm Name: City of Albany Georgia

Address: 1726 Lily Pond Rd. Albany, Georgia 31701

Phone: 229-302-1601 office 229-809-0846 cell Fax: _____

Contact: Jimmy Norman Email: jnorman@albanyga.gov

Project Manager: Blake Wilson # of meters: 108,000

Name and Type of Project: Advanced Metering Infrastructure for Water, Electric, Gas, Lighting

Agency/Firm Name: Mobile Area Water & Sewer System

Address: 4725 Moffett Rd, Mobile, AL 36618

Phone: (251) 288-2176 Fax: _____

Contact: Drew Miller Email: wmiller@mawss.com

Project Manager: Paul Thomas # of meters: 105,000

Name and Type of Project: Advanced Metering Infrastructure for Water Metering

Agency/Firm Name: Seacoast Utility Authority

Address: 4200 Hood Rd Palm Beach Gardens, FL

Phone: 561-627-2900 Fax: _____

Contact: Channa Martinez Email: cmartinez@sua.com

Project Manager: Mike Truesdale # of meters: 30,000

Name and Type of Project: Seacoast Utility Authority Metering & AMI

Agency/Firm Name: Palm Beach County Water Utilities, FL

Address: 8100 Forest Hill Blvd, West Palm Beach, FL 33416

Phone: 561-493-6203 Fax: _____

Contact: Ronneshia Williams Email: rwilliams@pbcwater.com

Project Manager: Mike Truesdale # of meters: 200,000

Name and Type of Project: AMI & Metering

Agency/Firm Name: City of Miramar Florida

Address: 13900 Pembroke Pines Rd. Miramar, FL 33027

Phone: (954)-883-6825 Fax: _____

Contact: Ronnie Navarro- Assistant Utility Director Email: rnavarro@miramarfl.gov

Project Manager: Mark Costello # of meters: 34,000

Name and Type of Project: Advanced Metering Infrastructure for Water

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SCHEDULE E — WARRANTY INFORMATION FORM

(If applicable)

All blanks should be filled in and submitted with proposal.

Make and model of item proposed: Sensus FlexNet AMI System - Sensus iPERL, Ally, Omni Meters
Sensus 520 Single & Dual Port SmartPoint

Does warranty apply to entire package or only to specific parts? (state explicitly)
Individual Componets have specific warranties, please see attached warranty documentation for details

Does warranty include labor for replacement of defective parts? Yes ✓ No

Warranty period for parts replacement: Product warranty 20 Years, please see attached warranty

Warranty period: Product warranty 20 Years, please see attached warranty

Who will provide labor, and where, in the event of failure within warranty period?
Core & Main as part of our CORE+ Network as a Service

Phone: (812) 767-9253 Fax:

Email: shawn.kietzman@coreandmain.com

Nearest source to Sunrise for parts and service after warranty period: Core & Main
4310 NW 10th Ave, Oakland Park, FL 33309

Phone: (954) 772-7343 Fax:

Email: shawn.kietzman@coreandmain.com

Explain Scope of Service: Core & Main to deploy Advanced Metering Infrastructure for the City
of Sunrise and to provide CORE+ NaaS for network, meters, and endpoints

Proposer must attach a complete warranty statement herewith:

Name of Proposer and Title Core & Main LP

Signature: Shawn Kietzman

Phone: (812) 767-9253 Date: 11/21/22

SCHEDULE F— PROOF OF INSURANCE, REQUIRED LICENSES AND CERTIFICATES

ATTENTION PROPOSER:

ATTACH TO SCHEDULE F:

1. PROOF OF INSURANCE AS SPECIFIED IN THE RFP SECTION 5
2. COPIES OF LICENSES AND CERTIFICATES, IF APPLICABLE;
3. AND IRS FORM W-9.

NOTE: Only the successful Proposer shall be required to provide a Certificate of Insurance naming the City of Sunrise as additional insured.

SCHEDULE G — STATEMENT OF NO RESPONSE

NOTE: If you do not intend to propose on this RFP, please return this form immediately. Please indicate the RFP number and title on the outside of the envelope.

Mail To: City of Sunrise
10770 West Oakland Park Blvd., Fourth Floor
Sunrise, Florida 33351
Attn: City Clerk's Office

We, the undersigned have declined to respond for the following reason:

- _____ Specification too "tight," i.e., geared toward one brand or manufacturer only (explain below).
- _____ Insufficient time to respond to the Request for Proposals.
- _____ We do not offer this product or an equivalent.
- _____ Our product schedule would not permit us to perform.
- _____ Unable to meet specifications.
- _____ Unable to meet Performance and Payment Bond requirements.
- _____ Specification unclear (explain below).
- _____ Other (specify below).

Remarks: Not Applicable

Business Name: _____

Name and Title: _____

Address: _____

E-Mail: _____

Phone: _____ Fax: _____

Signature: _____ Date: _____

SCHEDULE H — CODE OF ETHICS

I hereby certify that I have received and read the City of Sunrise Code of Ethics found in the Code of Ordinances of the City of Sunrise, Florida, Chapter 10, Personnel, Article II Code of Ethics, Sections 10-16 to 10-32, as amended, as required by the City of Sunrise Resolution No. 85-312.

CORE & MAIN LP

Name and Title: Shawn Kietzman Senior Sales Manager

Signature: Shawn Kietzman

Date: 11/21/22

The Code of Ethics may be found on the City of Sunrise Web page, www.sunrisefl.gov under the Departments & Services Tab, City Clerk Section, section Codes & Ordinances which contains a hyperlink to Municode's website which connects to the complete Code of the City of Sunrise, Florida or at:

https://library.municode.com/fl/sunrise/codes/code_of_ordinances?nodeId=PTIICOSUA.GECO_CH10PE_ARTICOET_S10-16AP

If there are any problems obtaining a copy of the Code of Ethics, please call the Purchasing Office at 954-572-2274.

SCHEDULE I — COST PROPOSAL

Please go to www.Demandstar.com to download Schedule I – Cost Proposal, fill out and upload as part of your RFP response along with rest of schedules provided in this document.

1-Upload filled out Schedule I in Excel format to Demandstar.com.

2-Print filled out Schedule I, sign and upload to Demandstar.com

<u>Item No.</u>	<u>Quantity</u>	<u>Description</u>	<u>Unit Price</u>	<u>Total</u>
1	40,230	Furnish & Install new 5/8" Solid State Water Meter and Register in City of Sunrise's Infrastructure Area	\$ <u>\$136.81</u> /Meter	\$5,504,008.50
2	40,230	Removal with Buy Back, Trade-In/Exchange, or Salvage Credit for Existing 5/8" Meter and Register in City of Sunrise's Infrastructure Area	\$ <u>(\$1.37)</u> /Meter	(\$54,913.95)
3	500	Furnish & Install 5/8" Electromagnetic Smart Water Meter and Register with Shut-off Valve in City of Sunrise's Infrastructure Service Area	\$ <u>\$410.50</u> /Meter	\$205,251.77
4	195	Furnish & Install new 3/4" Solid State Water Meter and Register in City of Sunrise's Infrastructure Area	\$ <u>\$147.81</u> /Meter	\$28,823.64
5	195	Removal with Buy Back, Trade-In/Exchange, or Salvage Credit for Existing 3/4" Meter and Register in City of Sunrise's Infrastructure area	\$ <u>(\$2.52)</u> /Meter	(\$491.40)
6	5	Furnish & Install new 3/4" Electromagnetic Smart Water Meter and Register with Shut-off Valve in City of Sunrise's Infrastructure Service Area	\$ <u>\$453.29</u> /Meter	\$2,266.47
7	2,343	Furnish & Install new 1" Solid State Water Meter and Register in City of Sunrise's Infrastructure Area	\$ <u>\$191.16</u> /Meter	\$447,896.16
8	2,343	Removal with Buy Back, Trade-In/Exchange, or Salvage Credit for Existing 1" Meter and Register in City of Sunrise's Infrastructure area	\$ <u>(\$4.10)</u> /Meter	(\$9,594.59)
9	50	Furnish & Install new 1" Electromagnetic Smart Water Meter and Register with Shut-off Valve in City of Sunrise's Infrastructure Service Area	\$ <u>\$486.94</u> /Meter	\$24,347.18
10	375	Furnish & Install 1.5" AMI-Ready Turbine Water Meter and Register in City of Sunrise's Infrastructure Area	\$ <u>\$575.55</u> /Meter	\$215,829.78

<u>Item No.</u>	<u>Quantity</u>	<u>Description</u>	<u>Unit Price</u>	<u>Total</u>
11	375	Removal and Buy Back, Trade-In/Exchange, or Salvage Credit for Existing 1.5" Turbine Meter and Register in City of Sunrise's Infrastructure area	$\frac{(\$81.90)3\%}{\$ (\$7.98) \text{ /Meter}}$	(\$2,992.50)
12	375	Furnish & Install new 1.5" AMI-Ready Compound Water Meter and Register in City of Sunrise's Infrastructure Area	$\$ \underline{\$1,184.57} \text{ /Meter}$	\$444,212.28
13	375	Removal and Buy Back, Trade-In/Exchange, or Salvage Credit for Existing 1.5" Compound Meter and Register in City of Sunrise's Infrastructure Service Area	$\$ (\underline{\$7.98}) \text{ /Meter}$	(\$2,992.50)
14	685	Furnish & Install new 2" AMI-ready Turbine Water Meter in City of Sunrise's Infrastructure Service Area	$\$ \underline{\$719.34} \text{ /Meter}$	\$492,745.22
15	685	Removal and Buy Back, Trade-In/Exchange, or Salvage Credit for Existing 2" Turbine Meter and Register in City of Sunrise's Infrastructure Service area	$\$ (\underline{\$9.24}) \text{ /Meter}$	(\$6,329.40)
16	685	Furnish & Install new 2" AMI-ready Compound Water Meter and Register in City of Sunrise's Infrastructure service Area	$\$ \underline{\$1,333.63} \text{ /Meter}$	\$913,533.87
17	685	Removal and Buy Back, Trade-In/Exchange, or Salvage Credit for Existing 2" Compound Meter and Register in City of Sunrise's Infrastructure Service area	$\$ (\underline{\$9.24}) \text{ /Meter}$	(\$6,329.40)
18	80	Furnish & Install new 3" AMI-ready Turbine Water Meter and Register in City of Sunrise's Infrastructure service Area	$\$ \underline{\$1,268.83} \text{ /Meter}$	\$101,506.69
19	80	Removal and Buy Back, Trade-In/Exchange, or Salvage Credit for Existing 3" Turbine Meter and Register in City of Sunrise's Infrastructure Service Area	$\$ (\underline{\$16.80}) \text{ /Meter}$	(\$1,344.00)
20	80	Furnish & Install new 3" AMI-ready Compound Water Meter and Register in City of Sunrise's Infrastructure Service Area	$\$ \underline{\$1,726.91} \text{ /Meter}$	\$138,153.09

<u>Item No.</u>	<u>Quantity</u>	<u>Description</u>	<u>Unit Price</u>	<u>Total</u>
21	80	Removal and Buy Back, Trade-In/Exchange, or Salvage Credit for Existing 3" Compound Meter and Register in City of Sunrise's Infrastructure Service Area	\$ <u>(\$16.80)</u> /Meter	(\$1,344.00)
22	13	Furnish and Install new 4" AMI-ready Turbine Water Meter and Register in City of Sunrise's Infrastructure Service Area	\$ <u>\$1,898.00</u> /Meter	\$24,673.97
23	13	Removal and Buy Back, Trade-In/Exchange, or Salvage Credit for Existing 4" Turbine Meter and Register in City of Sunrise's Infrastructure Service Area	\$ <u>(\$21.84)</u> /Meter	(\$283.92)
24	12	Furnish and Install new 4" AMI-ready Compound Water Meter in City of Sunrise's Infrastructure Service Area	\$ <u>\$2,878.72</u> /Meter	\$34,544.62
25	12	Removal and Buy Back, Trade-In/Exchange, or Salvage Credit for Existing 4" Compound Meter and Register in City of Sunrise's Infrastructure Service Area	\$ <u>(\$21.84)</u> /Meter	(\$262.08)
26	13	Furnish and Install new 6" AMI-ready Turbine Water Meter and Register in City of Sunrise's Infrastructure Service Area	\$ <u>\$3,980.85</u> /Meter	\$51,751.06
27	13	Removal and Buy Back, Trade-In/Exchange, or Salvage Credit for Existing 6" Turbine Meter and Register in City of Sunrise's Infrastructure Service Area	\$ <u>(\$48.30)</u> /Meter	(\$627.90)
28	12	Furnish and Install new 6" AMI-ready Compound Water Meter and Register in City of Sunrise's Infrastructure service Area	\$ <u>\$4,872.70</u> /Meter	\$58,472.41
29	12	Removal and Buy Back, Trade-In/Exchange, or Salvage Credit for Existing 6" Compound Meter and Register in City of Sunrise's Infrastructure Service Area	\$ <u>(\$48.30)</u> /Meter	(\$579.60)
30	1	Furnish and Install new 8" AMI-ready Turbine Water Meter and Register in City of Sunrise's Infrastructure Service Area	\$ <u>\$7,392.53</u> /Meter	\$7,392.53

<u>Item No.</u>	<u>Quantity</u>	<u>Description</u>	<u>Unit Price</u>	<u>Total</u>
31	1	Removal and Buy Back, Trade-In/Exchange, or Salvage Credit for Existing 8" Turbine Meter and Register in City of Sunrise's Infrastructure Service Area	\$ <u>(\$81.90)</u> /Meter	(\$81.90)
32	1	Furnish and Install new 8" AMI-ready Compound Water Meter and Register in City of Sunrise's Infrastructure Service Area	\$ <u>\$8,558.28</u> /Meter	\$8,558.28
33	1	Removal and Buy Back, Trade-In/Exchange, or Salvage Credit for Existing 8" Compound Meter and Register in City of Sunrise's Infrastructure Service Area	\$ <u>(\$81.90)</u> /Meter	(\$81.90)
34	45,001	Furnish and Install AMI Radio MTU in City of Sunrise's Infrastructure Area	\$ <u>\$98.32</u> /MTU	\$4,424,410.62
35	45,001	Deduct for Dual Port AMI Transmitter (MTU) in City of Sunrise's Infrastructure Area - if applicable	\$ <u>(\$83.32)</u> /Ea.	(\$3,749,483.32)
36	200	Furnish & Install new retrofitted index and MTU for diaphragm gas meters under 200 cfh	\$ <u>\$153.45</u> /Ea.	\$30,690.00
37	8,300	Furnish & Install new Retrofitted index and new MTU for Elster American AC-250 diaphragm gas meter	\$ <u>\$153.45</u> /Ea.	\$1,273,635.00
38	150	Furnish & Install new Retrofitted index and new MTU for Rockwell 275 diaphragm gas meter	\$ <u>\$153.45</u> /Ea.	\$23,017.50
39	200	Furnish & Install new Retrofitted index and new MTU for Sensus R275 diaphragm gas meter	\$ <u>\$153.45</u> /Ea.	\$30,690.00
40	15	Furnish & Install new Retrofitted index and new MTU for Sensus 415 diaphragm gas meter	\$ <u>\$153.45</u> /Ea.	\$2,301.75
41	335	Furnish & Install new Retrofitted index and new MTU for Elster American AL-425 diaphragm gas meter	\$ <u>\$153.45</u> /Ea.	\$51,405.75
42	100	Furnish & Install new Retrofitted index and new MTU for Elster American AC-630 diaphragm meter	\$ <u>\$153.45</u> /Ea.	\$15,345.00
43	45	Furnish & Install new Retro fitted index and new MTU for Elster American AL-800 diaphragm meter	\$ <u>\$282.92</u> /Ea.	\$12,731.40

<u>Item No.</u>	<u>Quantity</u>	<u>Description</u>	<u>Unit Price</u>	<u>Total</u>
44	2	Furnish & Install new Retrofitted Gas meter index and new MTU for Roots 800 diaphragm meter	\$ <u>\$354.92</u> /Ea.	\$709.84
45	125	Furnish & Install new Retrofitted index and new MTU for Elster American AL-1000 diaphragm meter	\$ <u>\$282.92</u> /Ea.	\$35,365.00
46	2	Furnish & Install new Retrofitted index and new MTU for Rockwell 1600 diaphragm gas meter	\$ <u>\$282.92</u> /Ea.	\$565.84
47	24	Furnish & Install new Retrofitted index and new MTU for Rommet 3000 diaphragm gas meter	\$ <u>\$354.92</u> /Ea.	\$8,518.08
48	2	Furnish & Install new index MTU for Honeywell Rabo 1.5 Rotary gas meter	\$ <u>\$354.92</u> /Ea.	\$709.84
49	4	Furnish & Install new Retrofitted Gas meter index and new MTU for Rabo 3.5 Rotary	\$ <u>\$354.92</u> /Ea.	\$1,419.68
50	5	Furnish & Install new Retrofitted Gas meter index and new MTU for Rabo 5.5 Rotary	\$ <u>\$354.92</u> /Ea.	\$1,774.60
51	1	Furnish & Install new Retrofitted Gas meter index and new MTU for Roots 2M Rotary meter	\$ <u>\$354.92</u> /Ea.	\$354.92
52	1	Furnish & Install new Retrofitted Gas meter index and new MTU for Roots 3M Rotary meter	\$ <u>\$354.92</u> /Ea.	\$354.92
53	L.S.	Project Management and Engineering fees for set-up and start-up (initiate MDM software and integration with Tyler-Munis ERP for water and gas billing and /payment processing)	\$160,000.00	\$160,000.00
54	L.S.	One time set up fee for software, network servers, and cloud services, if any additional services	\$500,000.00	\$500,000.00
55	L.S.	Mobile Field Equipment for 2 vehicles including hand-held units (provide description of components supplied and applicable warrantee documents)	\$25,000.00	\$25,000.00
56	L.S.	Annual Maintenance for Fixed Network for first five (5) years - static rate	\$480,610.00	\$480,610.00
57	45,001	Charge (if any additional to Annual Maintenance cost) per account for customer portal	\$ <u>\$0.00</u> /Meter	\$0.00

<u>Item No.</u>	<u>Quantity</u>	<u>Description</u>	<u>Unit Price</u>	<u>Total</u>
58	45,001	Documenting Water Service Line Material on Public and Private side of Meter in City of Sunrise's Infrastructure Area	\$ <u>\$10.86</u> /Meter	\$488,710.86
59	45,001	Cost to log Lead and Copper Service Line Inventory on City and Private side of meter	\$ <u>\$4.66</u> /Meter	\$209,704.66
60		Owner's Allowance	\$500,000.00	500,000.00
61		Subtotal:		\$13,144,260.44
62		Performance and Payment Bond		\$100,000.00
63		GRAND TOTAL:		\$13,244,260.44

Weston (ITDD) Area - Alternate Add Item

<u>Item No.</u>	<u>Quantity</u>	<u>Description</u>	<u>Unit Price</u>	<u>Total</u>
1A	16,523	Furnish & Install new 5/8" Solid State Water Meter and Register in Weston (ITDD) Area - Alternate Add Item	\$ <u>\$136.81</u> /Meter	\$2,260,570.03
2A	16,523	Removal with Buy Back, Trade-In/Exchange, or Salvage Credit for Existing 5/8" Meter and register in Weston (ITDD) Area - Alternate Add Item	\$ <u>(\$1.37)</u> /Meter	(\$22,553.90)
3A	428	Furnish & Install new 1" Solid State Water Meter and Register in Weston (ITDD) Area - Alternate Add Item	\$ <u>\$191.16</u> /Meter	\$81,817.99
4A	428	Removal and Buy Back, Trade-In/Exchange, or Salvage Credit for Existing 1" Meter and Register in Weston (ITDD) Area - Alternate Add Item	\$ <u>(\$4.10)</u> /Meter	(\$1,752.66)
5A	78	Furnish & Install new 1.5" AMI-ready Turbine Water Meter and Register in Weston (ITDD) Area - Alternate Add Item	\$ <u>\$575.55</u> /Meter	\$44,892.59
6A	78	Removal and Buy Back, Trade-In/Exchange, or Salvage Credit for Existing 1.5" Turbine Meter and Register in Weston (ITDD) Area - Alternate Add Item	\$ <u>(\$7.98)</u> /Meter	(\$622.44)

<u>Item No.</u>	<u>Quantity</u>	<u>Description</u>	<u>Unit Price</u>	<u>Total</u>
7A	78	Furnish & Install new 1.5" AMI-ready Compound Water Meter and Register in Weston (ITDD) Area - Alternate Add Item	\$ <u>\$1,184.57</u> /Meter	\$92,396.15
8A	78	Removal and Buy Back, Trade-In/Exchange, or Salvage Credit for Existing 1.5" Compound Meter and Register in Weston (ITDD) Area - Alternate Add Item	\$ <u>(\$7.98)</u> /Meter	(\$622.44)
9A	61	Furnish & Install new 2" AMI-ready Turbine Water Meter and Register in Weston (ITDD) Area - Alternate Add Item	\$ <u>\$719.34</u> /Meter	\$43,879.50
10A	61	Removal and Buy Back, Trade-In/Exchange, or Salvage Credit for Existing 2" Turbine Meter and Register in Weston (ITDD) Area - Alternate Add Item	\$ <u>(\$9.24)</u> /Meter	(\$563.64)
11A	61	Furnish & Install new 2" AMI-ready Compound Water Meter in Weston (ITDD) Area - Alternate Add Item	\$ <u>\$1,333.63</u> /Meter	\$81,351.19
12A	61	Removal and Buy Back, Trade-In/Exchange, or Salvage Credit for Existing 2" Compound Meter and Register in Weston (ITDD) Area - Alternate Add Item	\$ <u>(\$9.24)</u> /Meter	(\$563.64)
13A	20	Furnish & Install new 3" AMI-ready Turbine Water Meter in Weston (ITDD) Area - Alternate Add Item	\$ <u>\$1,268.83</u> /Meter	\$25,376.67
14A	20	Removal and Buy Back, Trade-In/Exchange, or Salvage Credit for Existing 3" Turbine Meter and Register in Weston (ITDD) Area - Alternate Add Item	\$ <u>(\$16.80)</u> /Meter	(\$336.00)
15A	19	Furnish and Install new 3" AMI-ready Compound Water Meter in Weston (ITDD) Area - Alternate Add Item	\$ <u>\$1,726.91</u> /Meter	\$32,811.36
16A	19	Removal and Buy Back, Trade-In/Exchange, or Salvage Credit for Existing 3" Compound Meter and Register in Weston (ITDD) Area - Alternate Add Item	\$ <u>(\$16.80)</u> /Meter	(\$319.20)

<u>Item No.</u>	<u>Quantity</u>	<u>Description</u>	<u>Unit Price</u>	<u>Total</u>
17A	2	Furnish and Install new 6" AMI-ready Turbine Water Meter and Register in Weston (ITDD) Area - Alternate Add Item	\$ <u>\$3,980.85</u> /Meter	\$7,961.70
18A	2	Removal and Buy Back, Trade-In/Exchange, or Salvage Credit for Existing 6" Turbine Meter and Register in Weston (ITDD) Area - Alternate Add Item	\$ <u>(\$48.30)</u> /Meter	(\$96.60)
19A	2	Furnish and Install new 6" AMI-ready Compound Water Meter and Register in Weston (ITDD) Area - Alternate Add Item	\$ <u>\$4,872.70</u> /Meter	\$9,745.40
20A	2	Removal and Buy Back, Trade-In/Exchange, or Salvage Credit for Existing 6" Compound Meter and Register in Weston (ITDD) Area - Alternate Add Item	\$ <u>(\$48.30)</u> /Meter	(\$96.60)
21A	1	Furnish and Install new 8" AMI-ready Turbine Water Meter and Register in Weston (ITDD) Area - Alternate Add Item	\$ <u>\$7,392.53</u> /Meter	\$7,392.53
22A	1	Removal and Buy Back, Trade-In/Exchange, or Salvage Credit for Existing 8" Turbine Meter and Register in Weston (ITDD) Area - Alternate Add Item	\$ <u>(\$81.90)</u> /Meter	(\$81.90)
23A	1	Furnish and Install new 8" AMI-ready Compound Water Meter in Weston (ITDD) Area - Alternate Add Item	\$ <u>\$8,558.28</u> /Meter	\$8,558.28
24A	1	Removal and Buy Back, Trade-In/Exchange, or Salvage Credit for Existing 8" Compound Meter and Register in Weston (ITDD) Area - Alternate Add Item	\$ <u>(\$81.90)</u> /Meter	(\$81.90)
25A	17,284	Furnish and Install MTU in Weston (ITDD) Area - Alternate Add Item	\$ <u>\$98.32</u> /Ea.	\$1,699,329.20
26A	17,284	Deduct for Dual Port AMI Transmitter MTU(s) in Weston (ITDD) Area - Alternate Add Item	\$ <u>(\$83.32)</u> /Ea.	(\$1,440,102.88)

<u>Item No.</u>	<u>Quantity</u>	<u>Description</u>	<u>Unit Price</u>	<u>Total</u>
27A	L.S.	Furnish and Install Fixed Network infrastructure for all water and gas meters & endpoints (including permitting, software, installation costs for poles, collectors, repeaters or any other connecting components) Weston (ITDD) Area - Alternate Add Item	(\$81.90)3 \$250,000.00	\$250,000.00
28A	L.S.	Annual Maintenance for Fixed Network for first five (5) years - static rate	\$184,764.00	\$184,764.00
29A	17,300	Charge (if any additional to Annual Maintenance cost) per account for customer portal in Weston (ITDD) Area - Alternate Add Item	\$ <u>\$0.00</u> /Meter	\$0.00
30A	17,300	Documenting Water Service Line Material on Public and Private side of Meter in City of Sunrise's Infrastructure Area- Alternate Add Item	\$ <u>\$10.86</u> /Meter	\$187,878.00
31A	17,300	Cost to log Lead and Copper Service Line Inventory on City and Private side of meter in Weston (ITDD) Area - Alternate Add Item	\$ <u>\$4.66</u> /Meter	\$80,618.00
32A		Owner's Allowance in Weston (ITDD) Area - Alternate Add Item	\$150,000.00	\$150,000.00
33A		Subtotal in Weston (ITDD) Area - Alternate Add Item:		\$3,781,548.82
34A		Performance and Payment Bond in Weston (ITDD) Area - Alternate Add Item:		\$50,000.00
35A		GRAND TOTAL in Weston (ITDD) Area - Alternate Add Item:		\$3,831,548.82

Option I: Purchasing and taking over the NaaS and converting to Software as a System (SaaS) for Sunrise Service Area only

<u>Item No.</u>	<u>Quantity</u>	<u>Description</u>	<u>Unit Price</u>	<u>Total</u>
I-A	L.S.	Furnish and Install Fixed Network infrastructure for all water and gas meters & endpoints (including permitting, software, installation costs for poles, collectors, repeaters or any other connecting components) in Sunrise Infrastructure service area	\$500,000.00	\$500,000.00

<u>Item No.</u>	<u>Quantity</u>	<u>Description</u>	<u>Unit Price</u>	<u>Total</u>
I-B		Annual percentage increase for NaaS for years 6 through 20 of a 20-year contract	_____ 3 %	
I-C	L.S.	Buyout price at end of year 5 to convert NaaS to SaaS	\$0.00	\$0.00
I-D	L.S.	Annual SaaS Fees in Year 6 of 20-year contract	\$75,000.00	\$75,000.00
I-E		Annual percentage increase for SaaS for years 7 through 20 in 20-year contract	_____ 3 %	
I-F		GRAND TOTAL Option I:		\$575,000.00

Option II: Purchasing and taking over the NaaS and converting to Software as a System (SaaS) for Sunrise Service Area and Weston (ITDD) Area

<u>Item No.</u>	<u>Quantity</u>	<u>Description</u>	<u>Unit Price</u>	<u>Total</u>
II-A	L.S.	Furnish and Install Fixed Network infrastructure for all water and gas meters & endpoints (including permitting, software, installation costs for poles, collectors, repeaters or any other connecting components) in Sunrise Infrastructure service area	\$500,000.00	\$500,000.00
II-B		Annual percentage increase for NaaS for years 6 through 20 of a 20-year contract	_____ 3 %	
II-C	L.S.	Buyout price at end of year 5 to convert NaaS to SaaS	\$0.00	\$0.00
II-D	L.S.	Annual SaaS Fees in Year 6 of 20-year contract	\$75,000.00	\$75,000.00
II-E		Annual percentage increase for SaaS for years 7 through 20 in 20-year contract	_____ 3 %	
II-F		GRAND TOTAL Option II:		\$575,000.00

If applicable, would you extend the prices proposed herein to other municipalities? Award of RFP is not contingent upon concurrence with this offer to other municipalities. Yes: _____ No: _____

Company Name Core & Main LP Phone (954) 772-7343
4310 NW 10th Avenue
 Address Oakland Park FL 33309 Fax (954) 772-0443

Authorized Signature: Shawn Kietzman

Title Senior Sales Manager Date 11/21/22

ADDENDUM # 1
PROJECT TITLE: Advanced Metering Infrastructure
PROJECT NO: RFP 22-14-09-HR
DATE: November 21, 2022

The following clarifications, additions and/or changes are hereby made to the above referenced Request for Proposal:

1. The Proposal Opening Date remains the same: **Monday, November 28, 2022 at 2:00 P.M.**
2. **CLARIFICATION**, Page 3, Section 1 **SCOPE OF SERVICES/SPECIFICATIONS** paragraph 2, is clarified below, add items are underlined.
The Proposer shall be licensed as a State of Florida Certified Underground Utility & Excavation Contractor at the time of submittal of its RFP and shall maintain this licensure for the duration of the Contract. The Proposer must provide a statement explaining what subcontractors they will require for any required collector/repeater installations, poles, foundations, and related electrical services with appropriately licensed subcontractors.
3. Included for your information are Questions received and Responses from the City of Sunrise in italics.
 1. Would the City allow for an extension to the proposal response, perhaps two weeks? *The proposal opening date remains the same: Monday, November 28, 2022 at 2:00 P.M.*
 2. Is it possible to accept one bid for water and a separate for gas due to bonding requirements? *No.*
 3. What is the existing water meter brand and type (compound turbine)? *As indicated on page 6, Existing Gas Meters which include but may not be limited to Dresser, Romet, Roots, Sprague, Elster American, Honeywell Rabo and Sensus. Water meters which include but not limited to Neptune, Elster, Hersey's, Sensus and Kent. Types are positive displacement for 5/8, 3/4, and 1" water meters, 1.5-inch and larger water meters include both compound and turbine water meters.*
 4. If the collection of GPS points is required, is 1-5 meter accuracy acceptable? *As indicated on page 10, 1 meter accuracy will be required.*
 5. Who will be responsible to dispose of all the existing transmitters? *As indicated on page 10, Contractor to turn in all removed transmitter equipment to City's Utility Department for disposal.*
 6. Will the contractor be paid for "stored materials?" *As indicated on page 11, The Selected Proposer will be paid for material stored as long as the equipment is stored in the City of Sunrise inventory warehouse or a secured site paid for by the Proposer within the City limits of Sunrise.*
 7. Will we be installing any additional product, i.e. broken stop valves, dual check valves, set box to grade? *As indicated on page 5, In the event any valves are not existing, broken or inaccessible or the box and/or lid must be changed, the Proposer will submit a picture and request to Customer Service personnel and request allowance authorization for those elements to be addressed by Utilities Personnel. Contractor is to report all issues to Utility Customer Service, who will generate work orders for utility personnel to replace.*

8. Do you have drawings for the large meters 3" and above? *As indicated on page 6, Drawings for 3-inch and larger diameter meters would be cumbersome to get but may be available from the City's Community Development Department.*
9. What percentage of meter boxes is located in concrete or asphalt? *Each location requiring concrete or asphalt restoration will be reviewed on a "case by case basis". These repairs will be covered under Allowance, if authorized by City.*
10. The RFP makes reference four times to a "customer portal." In context, it appears the City is referring to the user interface its staff and managers will use access the data gathered by the AMI system. In AMI parlance, "portal" is often used to describe consumer engagement software that allows households and business to monitor their water and gas usage. Can the City please clarify that "customer portal" means the user interface for its staff? *Customer portal is referring to consumer engagement. City will eventually want to install a customer portal (once the staff user interface is properly displaying and functioning) so customers can monitor their use and identify any complications with service (such as continuous running water, high consumption or validate use as desired).*

EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME. THIS ADDENDUM **SHOULD** BE RETURNED WITH YOUR PROPOSAL.



Holly Raphaelson, C.P.M., CPSM, CPPO, NIGP-CPP
Contracts Administrator

ACKNOWLEDGMENT:

Company Name: Core & Main

By: Shawn Kietzman
Signature

Date: 11/21/22



www.archinsurance.com

3 Parkway
Suite 1500
Philadelphia, PA 19102
215-606-1600 Main
866 472 8845 Toll Free
866 637 5861 Fax

Date: November 1, 2022

City of Sunrise, Florida
10770 West Oakland Park Blvd,
Sunrise, FL 33351

Re: **Core & Main LP**
RFP 22-14-09-HR – Advanced Metering Infrastructure - Resolicit
GOOD GUY LETTER/RFP

Arch Insurance Company is pleased to share information with you regarding the surety program of Core & Main LP. As of August 13, 2020, Core & Main LP has an established general bonding line of credit available to Core & Main LP for \$30,000,000 per project and \$100,000,000 aggregate.

Arch Insurance Company is rated "A+" by AM Best with an \$113,246,000 U.S. Treasury Limit on single bonds.

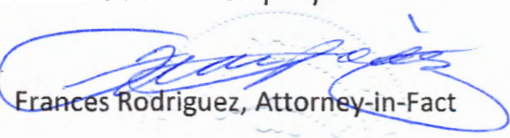
Please note that the decision to issue surety bonds is a matter between Core & Main LP. and Arch Insurance Company. The decision will be subject to Arch's standard underwriting at the time of the final bond request, which will include but not limited to the acceptability of the contract documents, bond forms and financing.

This letter does not constitute an assumption of liability. The issuance of bonds in connection with this Project is a matter solely between the Surety and Contractor. We assume no liability to you or to any third party by the issuance of this letter.

If you require any additional information, please contact Michael Mohan at 404-682-3899

Regards,

Arch Insurance Company


Frances Rodriguez, Attorney-in-Fact

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated. Not valid for Note, Loan, Letter of Credit, Currency Rate, Interest Rate or Residential Value Guarantees.

POWER OF ATTORNEY

Know All Persons By These Presents:

That the Arch Insurance Company, a corporation organized and existing under the laws of the State of Missouri, having its principal administrative office in Jersey City, New Jersey (hereinafter referred to as the "Company") does hereby appoint:

Aklima Noorhassan, Anne L. Potter, Beverly A. Woolford, Cynthia Farrell, Debra A. Deming, Frances Rodriguez, Francesca Kazmierczak, Jennifer L. Jakaitis, Kemal Brkanovic, Nancy Schnee, Peter Healy, Susan A. Welsh and Valorie Spates of New York, NY (EACH)

its true and lawful Attorney(s) in Fact, to make, execute, seal, and deliver from the date of issuance of this power for and on its behalf as surety, and as its act and deed:

Any and all bonds, undertakings, recognizances and other surety obligations, in the penal sum not exceeding Ninety Million Dollars (\$90,000,000.00).

This authority does not permit the same obligation to be split into two or more bonds in order to bring each such bond within the dollar limit of authority as set forth herein.

The execution of such bonds, undertakings, recognizances and other surety obligations in pursuance of these presents shall be as binding upon the said Company as fully and amply to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal administrative office in Jersey City, New Jersey.

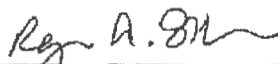
This Power of Attorney is executed by authority of resolutions adopted by unanimous consent of the Board of Directors of the Company on December 10, 2020, true and accurate copies of which are hereinafter set forth and are hereby certified to by the undersigned Secretary as being in full force and effect:

"VOTED, That the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, or the Secretary shall have the power and authority to appoint agents and attorneys-in-fact, and to authorize them subject to the limitations set forth in their respective powers of attorney, to execute on behalf of the Company, and attach the seal of the Company thereto, bonds, undertakings, recognizances and other surety obligations obligatory in the nature thereof, and any such officers of the Company may appoint agents for acceptance of process."

This Power of Attorney is signed, sealed and certified by facsimile under and by authority of the following resolution adopted by the unanimous consent of the Board of Directors of the Company on December 10, 2020:

VOTED, That the signature of the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, and the signature of the Secretary, the seal of the Company, and certifications by the Secretary, may be affixed by facsimile on any power of attorney or bond executed pursuant to the resolution adopted by the Board of Directors on December 10, 2020, and any such power so executed, sealed and certified with respect to any bond or undertaking to which it is attached, shall continue to be valid and binding upon the Company. In Testimony Whereof, the Company has caused this instrument to be signed and its corporate seal to be affixed by their authorized officers, this 16th day of August, 2021.

Attested and Certified


Regan A. Shulman, Secretary

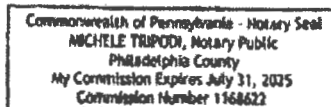
STATE OF PENNSYLVANIA SS
COUNTY OF PHILADELPHIA SS

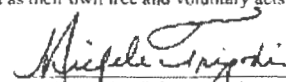


Arch Insurance Company


Stephen C. Ruschak, Executive Vice President

I, Michele Tripodi, a Notary Public, do hereby certify that Regan A. Shulman and Stephen C. Ruschak personally known to me to be the same persons whose names are respectively as Secretary and Executive Vice President of the Arch Insurance Company, a Corporation organized and existing under the laws of the State of Missouri, subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they being thereto duly authorized signed, sealed with the corporate seal and delivered the said instrument as the free and voluntary act of said corporation and as their own free and voluntary acts for the uses and purposes therein set forth.

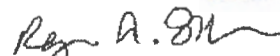



Michele Tripodi, Notary Public
My commission expires 07/31/2025

CERTIFICATION

I, Regan A. Shulman, Secretary of the Arch Insurance Company, do hereby certify that the attached Power of Attorney dated August 16, 2021 on behalf of the person(s) as listed above is a true and correct copy and that the same has been in full force and effect since the date thereof and is in full force and effect on the date of this certificate; and I do further certify that the said Stephen C. Ruschak, who executed the Power of Attorney as Executive Vice President, was on the date of execution of the attached Power of Attorney the duly elected Executive Vice President of the Arch Insurance Company.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the Arch Insurance Company on this 1st day of November, 2022.


Regan A. Shulman, Secretary

This Power of Attorney limits the acts of those named therein to the bonds and undertakings specifically named therein and they have no authority to bind the Company except in the manner and to the extent herein stated.

PLEASE SEND ALL CLAIM INQUIRIES RELATING TO THIS BOND TO THE FOLLOWING ADDRESS:

Arch Insurance - Surety Division
3 Parkway, Suite 1500
Philadelphia, PA 19102



To verify the authenticity of this Power of Attorney, please contact Arch Insurance Company at SuretyAuthentic@archinsurance.com
Please refer to the above named Attorney-in-Fact and the details of the bond to which the power is attached.

SCHEDULE J— Proposal Guarantee Bond**KNOW ALL MEN BY THESE PRESENTS:**

That we, Core & Main LP, as Principal, hereinafter called the Principal and Arch Insurance Company of ^{Harborside 3, 210 Hudson Street, Suite 300,} Jersey City NJ 07311-1107, USA a corporation duly organized under the laws of the State of New Jersey, as Surety hereinafter called the Surety, are held and firmly bound unto City of Sunrise, Florida, as obligee, hereinafter called the Obligee, in the sum of Five Percent of the amount Bid Dollars (\$5% Amount Bid), for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly in these presents.

WHEREAS, the Principal has submitted a proposal for Advanced Metering Infrastructure-Resolicit.

NOW, THEREFORE, if the Obligee shall accept the proposal of the Principal and the Principal shall enter into a contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the solicitation or contract documents with good and sufficient surety for the faithful performance of such contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such contract and give such bond or bonds, if the Principal shall pay to the Obligee and the difference not to exceed the penalty hereof between the amount specified in said solicitation and such larger amount for which the Obligee may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 1st day of November, 2022.

CONTRACTOR

Core & Main LP

Company Name

By: Sandra Diaz

Title: Sandra Diaz, Attorney-in-Fact

Address: One Liberty Plaza

(Street)

New York, NY 10006

(City/State/Zip Code)

Anne Potter (Seal)
Anne Potter, Witness to Principal

SURETY:

Arch Insurance Company

Company Name

By: Frances Rodriguez

Title: Frances Rodriguez, Attorney-in-Fact

Address: Harborside 3, 210 Hudson Street, Suite 300,

(Street)

Jersey City NJ 07311-1107, USA

(City/State/Zip Code)

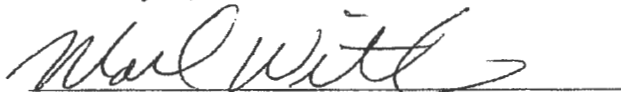
Aklima Noorhassan (Seal)
Aklima Noorhassan, Witness to Surety

LIMITED POWER OF ATTORNEY

The undersigned, Core & Main LP, a Florida limited partnership (the "Company"), hereby designates Susan Welsh, Frances Rodriguez, Sara Owens, Ben Stahl, Sandra Diaz, Anne Potter, Francesca Kazmierczak, Elizabeth Sterling, Jennifer Jakaitis, Marisa Thielen and Wayne McVaugh of Aon Corporation as its attorneys in fact (referred to individually or collectively as "the Agent") on the following terms and conditions:

1. **Authority to Act.** The Agent is authorized to act for the Company under this Power of Attorney.
2. **Powers of Agent.** The Agent shall have the full power and authority to execute and deliver surety, performance, bid and payment bonds (collectively, "Bonds") in an amount not to exceed \$10,000,000.00 per Bond, upon receipt by the Agent of a written request for a Bond from an individual or individuals at the Company or its subsidiaries duly authorized to make such a request.
3. **Reliance by Third Parties.** Third parties may rely upon the representations of the Agent as to all matters regarding powers granted to the Agent. No person who acts in reliance on the representations of the Agent or the authority granted under this Power of Attorney shall incur any liability to the Company for permitting the Agent to exercise any power prior to actual knowledge that the Power of Attorney has been revoked or terminated by operation of law or otherwise.
4. **Indemnification of Agent.** No agent named or substituted in this power shall incur any liability to the Company for acting or refraining from acting under this power, except for such agent's own misconduct or negligence.
5. **Original Counterparts.** Photocopies of this signed Power of Attorney shall be treated as original counterparts.
6. **Compensation.** The Agent shall be reimbursed for reasonable expenses incurred while acting as Agent and may receive reasonable compensation for acting as Agent.

Dated: July 11, 2022

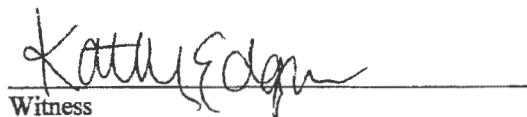


Name: Mark Witkowski

Signed in the presence of:

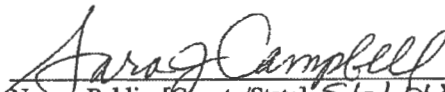


Witness



Witness

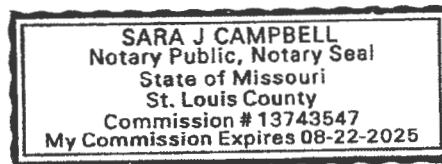
Subscribed and sworn to before me on July 11, 2022



Notary Public, [County/State] St. Louis, Missouri

My commission expires: 08-22-2025

(SEAL)



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated. Not valid for Note, Loan, Letter of Credit, Currency Rate, Interest Rate or Residential Value Guarantees.

POWER OF ATTORNEY

Know All Persons By These Presents:

That the Arch Insurance Company, a corporation organized and existing under the laws of the State of Missouri, having its principal administrative office in Jersey City, New Jersey (hereinafter referred to as the "Company") does hereby appoint:

Aklina Noorhassan, Anne L. Potter, Beverly A. Woolford, Cynthia Farrell, Debra A. Deming, Frances Rodriguez, Francesca Kazmierczak, Jennifer L. Jakaitis, Kemal Brkanovic, Nancy Schnee, Peter Healy, Susan A. Welsh and Valorie Spates of New York, NY (EACH)

its true and lawful Attorney(s)-in-Fact, to make, execute, seal, and deliver from the date of issuance of this power for and on its behalf as surety, and as its act and deed: Any and all bonds, undertakings, recognizances and other surety obligations, in the penal sum not exceeding Ninety Million Dollars (\$90,000,000.00).

This authority does not permit the same obligation to be split into two or more bonds in order to bring each such bond within the dollar limit of authority as set forth herein.

The execution of such bonds, undertakings, recognizances and other surety obligations in pursuance of these presents shall be as binding upon the said Company as fully and amply to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal administrative office in Jersey City, New Jersey.

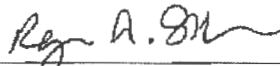
This Power of Attorney is executed by authority of resolutions adopted by unanimous consent of the Board of Directors of the Company on December 10, 2020, true and accurate copies of which are hereinafter set forth and are hereby certified to by the undersigned Secretary as being in full force and effect:

"VOTED, That the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, or the Secretary shall have the power and authority to appoint agents and attorneys-in-fact, and to authorize them subject to the limitations set forth in their respective powers of attorney, to execute on behalf of the Company, and attach the seal of the Company thereto, bonds, undertakings, recognizances and other surety obligations obligatory in the nature thereof, and any such officers of the Company may appoint agents for acceptance of process."

This Power of Attorney is signed, sealed and certified by facsimile under and by authority of the following resolution adopted by the unanimous consent of the Board of Directors of the Company on December 10, 2020:

VOTED, That the signature of the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, and the signature of the Secretary, the seal of the Company, and certifications by the Secretary, may be affixed by facsimile on any power of attorney or bond executed pursuant to the resolution adopted by the Board of Directors on December 10, 2020, and any such power so executed, sealed and certified with respect to any bond or undertaking to which it is attached, shall continue to be valid and binding upon the Company. In Testimony Whereof, the Company has caused this instrument to be signed and its corporate seal to be affixed by their authorized officers, this 16th day of August, 2021.

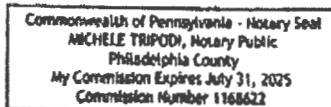
Attested and Certified



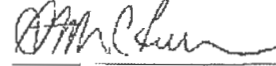
Regan A. Shulman, Secretary

STATE OF PENNSYLVANIA SS
COUNTY OF PHILADELPHIA SS

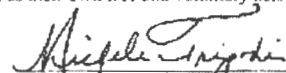
I, Michele Tripodi, a Notary Public, do hereby certify that Regan A. Shulman and Stephen C. Ruschak personally known to me to be the same persons whose names are respectively as Secretary and Executive Vice President of the Arch Insurance Company, a Corporation organized and existing under the laws of the State of Missouri, subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they being thereunto duly authorized signed, sealed with the corporate seal and delivered the said instrument as the free and voluntary act of said corporation and as their own free and voluntary acts for the uses and purposes therein set forth.



Arch Insurance Company



Stephen C. Ruschak, Executive Vice President

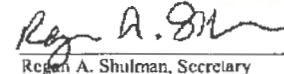


Michele Tripodi, Notary Public
My commission expires 07/31/2025

CERTIFICATION

I, Regan A. Shulman, Secretary of the Arch Insurance Company, do hereby certify that the attached Power of Attorney dated August 16, 2021 on behalf of the person(s) as listed above is a true and correct copy and that the same has been in full force and effect since the date thereof and is in full force and effect on the date of this certificate; and I do further certify that the said Stephen C. Ruschak, who executed the Power of Attorney as Executive Vice President, was on the date of execution of the attached Power of Attorney the duly elected Executive Vice President of the Arch Insurance Company.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the Arch Insurance Company on this 15th day of November 2022.



Regan A. Shulman, Secretary

This Power of Attorney limits the acts of those named therein to the bonds and undertakings specifically named therein and they have no authority to bind the Company except in the manner and to the extent herein stated.

PLEASE SEND ALL CLAIM INQUIRIES RELATING TO THIS BOND TO THE FOLLOWING ADDRESS:

Arch Insurance - Surety Division
3 Parkway, Suite 1500
Philadelphia, PA 19102



To verify the authenticity of this Power of Attorney, please contact Arch Insurance Company at SuretyAuthentic@archinsurance.com
Please refer to the above named Attorney-in-Fact and the details of the bond to which the power is attached.



CERTIFICATE OF LIABILITY INSURANCE

Page 1 of 1

DATE (MM/DD/YYYY)
07/29/2022

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

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

PRODUCER Willis Towers Watson Northeast, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	CONTACT NAME: Willis Towers Watson Certificate Center PHONE (A/C No. Ext): 1-877-945-7378 FAX (A/C No.): 1-888-467-2378 E-MAIL: certificates@willis.com ADDRESS: certificates@willis.com
INSURED Core & Main LP 1830 Craig Park Court Saint Louis, MO 631464122	INSURER(S) AFFORDING COVERAGE INSURER A: ACE American Insurance Company INSURER B: Willis Submission Carrier INSURER C: ACE Property & Casualty Insurance Company INSURER D: INSURER E: INSURER F:
	NAIC # 22667 GENRC 20699

COVERAGES

CERTIFICATE NUMBER: W25546961

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ SIR Each Occurrence: \$500,000 GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☒ LOC OTHER:		XSL G72953447	08/01/2022	08/01/2023	EACH OCCURRENCE \$ 500,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 500,000 GENERAL AGGREGATE \$ 1,500,000 PRODUCTS - COMP/OP AGG \$ 1,500,000
B	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY		SEE ATTACHED	08/01/2022	08/01/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$		XEU G72535613 002	08/01/2022	08/01/2023	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☒ No	SEE ATTACHED	08/01/2022	08/01/2023	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Additional Lines of Coverage		SEE ATTACHED	08/01/2022	08/01/2023	

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

CERTIFICATE HOLDER**CANCELLATION**

Evidence Only	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

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ACORD 25 (2016/03)

The ACORD name and logo are registered marks of ACORD

SR ID: 22898890

BATCH: 2615700

ADDITIONAL COVERAGE SCHEDULE

NAMED INSURED: Core & Main LP

AUTOMOBILE LIABILITY

Policy Effective & Expiration Dates: See Page 1

Limits: See Page 1

POLICY NUMBER	STATE	INSURER(S) AFFORDING COVERAGE
ISA H25573353	All Other States	ACE American Insurance Company

WORKERS COMPENSATION & EMPLOYERS LIABILITY

Policy Effective & Expiration Dates: See Page 1

Limit: See Page 1

POLICY NUMBER	STATE	INSURER(S) AFFORDING COVERAGE
WLR C68923177	All Other States	ACE American Insurance Company
SCF C68923219	Wisconsin	ACE American Insurance Company

EXCESS LIABILITY

Policy Effective & Expiration Dates: 08/01/2022-08/01/2023

POLICY NUMBER	TYPE OF INSURANCE	LIMITS	INSURER(S) AFFORDING COVERAGE
NY22RXSZ02HYLIV	Excess Automobile Liability	\$3M xs \$2M	Navigators Insurance Company
MKLM6MM50000044	Excess General Liability	\$5M xs Primary GL	Markel American Insurance Company

*Umbrella Liability shown on Page 1 applies after above shown limits are exhausted for their respective lines of coverage

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	Core & Main LP	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor or single-member LLC ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. ☐ Other (see instructions) ► ☐ C Corporation ☐ S Corporation ☒ Partnership ☐ Trust/estate	
	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>	
5 Address (number, street, and apt. or suite no.) See instructions. 1830 Craig Park Court		Requester's name and address (optional)
6 City, state, and ZIP code St. Louis, MO 63146		
7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
			-				-		
or									
Employer identification number									
0	3		-	0	5	5	0	8	7

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ► <i>Stacy Gamby</i>	Date ► 1.03.2022
------------------	---	-------------------------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
09/16/2022

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

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

PRODUCER Aon Risk Services Northeast, Inc. New York NY Office One Liberty Plaza 165 Broadway, Suite 3201 New York NY 10006 USA	CONTACT NAME: PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): (800) 363-0105 E-MAIL ADDRESS:														
INSURED Sensus USA, Inc. 637 Davis Dr. Morrisville NC 27560 USA	<table><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A: Underwriters at Lloyds</td><td>32727</td></tr><tr><td>INSURER B:</td><td></td></tr><tr><td>INSURER C:</td><td></td></tr><tr><td>INSURER D:</td><td></td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Underwriters at Lloyds	32727	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A: Underwriters at Lloyds	32727														
INSURER B:															
INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES	CERTIFICATE NUMBER: 570095315012	REVISION NUMBER:
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.		
Limits shown are as requested		

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ F&U-JECT ☐ LOC OTHER:						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION						EACH OCCURRENCE AGGREGATE	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ Y/N (mandatory in NY) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE ☐ OTH ☐	
A	E&O-MPL-Primary			FSCE02200583 Claims Made SIR applies per policy terms & conditions	06/01/2022	06/01/2023	Each Loss Retention	\$2,000,000 \$2,500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Professional Liability Limit Shown is in the Aggregate and Per Claim.

CERTIFICATE HOLDER

City of Sunrise
10770 w Oakland Park Blvd.
Sunrise FL 33321 USA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Aon Risk Services Northeast, Inc.

Holder Identifier :

570095315012

Certificate No :



Ron DeSantis, Governor

Melanie S. Griffin, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE UNDERGROUND UTILITY & EXCAVATION CO HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

BRUNTLETT, ARCH STEVEN JR

CORE & MAIN LP
1830 CRAIG PARK COURT
SAINT LOUIS MO 63146

LICENSE NUMBER: CUC1225503

EXPIRATION DATE: AUGUST 31, 2024

Always verify licenses online at MyFloridaLicense.com



Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.



Ron DeSantis, Governor

Melanie S. Griffin, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE PLUMBING CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

PRUITT, RUSSELL HAROLD

RTS WATER SOLUTIONS LLC
9240 NW 63RD ST SUITE #6
PARKVILLE MO 64152

LICENSE NUMBER: CFC1427146

EXPIRATION DATE: AUGUST 31, 2024

Always verify licenses online at [MyFloridaLicense.com](https://myfloridalicense.com)



Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

LICENSEE DETAILS

Licensee Information

Name:	JEFFERS, THOMAS P (Primary Name) WEEZER ELECTRIC INC (DBA Name)
Main Address:	271 NW 16TH ST POMPANO BEACH Florida 33060
County:	BROWARD
License Location:	271 NW 16TH ST POMPANO BEACH FL 33060
County:	BROWARD

License Information

License Type:	Certified Electrical Contractor
Rank:	Cert Electrical
License Number:	EC0001360
Status:	Current,Active
Licensure Date:	09/09/1992
Expires:	08/31/2024

DELEGATION OF AUTHORITY

I, Mark R. Witkowski, Vice President and CFO of Core & Main LP, a Florida limited partnership (the "Company"), hereby delegate authority to Shawn Kietzman (the "Delegate") to execute and deliver the proposal in response to the Request for Proposal for Advanced Metering Infrastructure-Resolicit, RFP 22-14-09-HR (the "Document") to the City of Sunrise, Florida, and to take or cause to be taken any and all actions in connection therewith as such individual may consider necessary or desirable, with such necessity or desirability being conclusively evidenced by the actions so taken, on behalf of the Company.

This Delegation is limited to the Document as described above.

The Delegation is personal to the Delegate. The Delegate may not further delegate the authorities granted in this Delegation.

IN WITNESS WHEREOF, I have hereunto set my hand on November 21, 2022.

CORE & MAIN LP, a Florida limited partnership

By: 
Mark R. Witkowski, Vice President & CFO

EXCEPTIONS of Core & Main LP
Submitted to the City of Sunrise, Florida
RFP 22-14-09-HR
Advanced Metering Infrastructure-Resolicit

Notwithstanding anything contained in any bid or contract documents to the contrary, Core & Main LP ("Core & Main") hereby qualifies its bid as follows. The bid of Core & Main and acceptance by Core & Main of any subsequent agreement is made expressly conditioned upon assent by the City of Sunrise, Florida (the "Owner"), to the following additional or different terms, which shall supersede and control over the terms of any request for bid or request for proposal, any contract documents and specifications, and any prior addenda thereto:

1. Insurance: Notwithstanding anything contained in any bid documents or contract documents to the contrary, by acceptance of Core & Main's bid or proposal, the Owner accepts Core & Main's certificate of insurance in full compliance with all insurance requirements, including but not limited to notice provisions, coverage, language, policy limits, policy forms, self-insured retention and deductible amounts. The parties agree that Core & Main's insurance is provided on a contributory basis, and is primary, but only to the extent of the products, services, and operations of Core & Main LP.

2. Core & Main reserves the right to negotiate contract terms and conditions mutually agreeable to both parties. If the parties are unable to reach an agreement on contract terms, the parties will have the right to discontinue negotiations for the project. In that event, neither party will have any further obligation or liability to the other arising out of this solicitation or the RFP response, Core & Main will not be in default of any obligations under the bid or contract documents and Core & Main will not forfeit its bid security.

Dated this 21st day of November, 2022.

CORE & MAIN LP

Shawn Kietzman

CITY OF SUNRISE WARRANTY

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

1. **Project Materials and Supplies.**

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

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

2. **Installation Work and Services.**

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

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

3. **DISCLAIMER OF FURTHER LIABILITIES.** EXCEPT FOR THE FOREGOING EXPRESS WARRANTY, CORE & MAIN DISCLAIMS ALL EXPRESS AND IMPLIED WARRANTIES INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT, WHETHER ARISING OUT OF WARRANTY, INDEMNITY, TORT, CONTRACT OR OTHERWISE, SHALL CORE & MAIN BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES OF ANY KIND. IN NO EVENT WILL THE LIABILITY OF CORE & MAIN UNDER THIS AGREEMENT EXCEED THE AMOUNTS PAID TO CORE & MAIN BY OWNER HEREUNDER.

Sensus Limited Warranty

G-500 R24

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

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

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

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

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

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

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

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

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

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

³ Sensus will repair or replace non-performing:

- iPERL System Batteries, and/or the iPERL System flowtube, the flow sensing and data processing assemblies, and the register ("iPERL System Components") with hourly reads,
- SmartPoint 510M/520M/515M/512M-PLS Modules (configured to the factory setting of six transmissions per day under normal system operation of up to one demand read to each SmartPoint Module per month and up to five firmware downloads during the life of the product) and batteries, unless the SmartPoint 510M/520M Module is ever paired with an ally Meter, which event immediately amends the warranty terms to those described in Section 11;

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

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

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

Years	Replacement Price	Years	Replacement Price
1 – 10	0%	16	55%

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

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

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

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

Electronic TouchPad	10 years
Act-Pak® Remote Monitoring Instruments	1 year
Gas SmartPoint® Modules and Batteries	20 years ¹
6500 series Hand-Held Device	2 years
Vehicle Gateway Base Station (VGB) and other AMR Equipment	1 year
EasyLink Reader	1 Year
CPTP100	20 Years ²
FlexNet Base Station (including the R100NA and M400 products)	1 year
RM4160	1 Year
iPERL System Battery and iPERL System Components	20 years ³
Sensus® Electronic Register+™	20 years ⁴
Sensus® Smart Gateway Sensor Interface	1 year ⁵
SmartPoint® 510M/520M/515M/512M Modules and Batteries	20 years ³

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

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

11	30%	17	60%
12	35%	18	65%
13	40%	19	70%
14	45%	20	75%
15	50%	>20	100%

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Sensus Terms of Sale

1. **DEFINITIONS.** "Customer" means the party purchasing goods or services pursuant to these Terms of Sale ("Terms"). "Sensus" means Sensus USA Inc., a Delaware corporation. "Deliverables" means the Sensus goods and services sold or otherwise provided pursuant to this Agreement. Software licenses are provided solely through a separate Sensus software license.
2. **CONTRACT OF SALE.** All Sensus Deliverables are offered for sale subject to the prices and other terms specified in (a) the applicable Sensus quotation, proposal or pricelist, and (b) these Terms (together, the "Proposal"), all of which are subject to the correction of clerical errors. A Customer's purchase order or similar writing shall constitute an acceptance of the offer to sell; however, any inconsistent, additional or different terms to the Proposal contained in a Customer's request for quotation or purchase order (collectively, "Additional Terms") are hereby objected to and rejected by Sensus. Such Additional Terms will not become part of the contract of sale unless accepted by Sensus in a writing signed by a vice president (or higher) of Sensus.
3. **ENTIRE AGREEMENT.** These Terms, the General Limited Warranty, Customer's purchase order (except any Additional Terms), Sensus' Acknowledgement Form (if any), and Sensus' invoice constitutes the entire agreement ("Agreement") between the parties hereto with respect to the subject matter hereof and supersedes any and all prior agreements, understanding or other communications, whether written or oral, formal or informal, between them in respect of the order. No consent, waiver, alteration, amendment, or modification shall be binding unless in writing and signed by a vice president (or higher) of Sensus.
4. **PRICES.** All prices are subject to change based on Sensus' selling prices in effect as of date of shipment. Prices quoted for blanket orders are subject to review and retroactive adjustment, if necessary, based on actual quantities shipped.
5. **TAXES.** All prices quoted are exclusive of federal, state and municipal taxes. Customer shall be liable for all sales, use and other taxes (whether local, state or federal) imposed on this Agreement or on the Deliverables.
6. **TITLE AND RISK OF LOSS.** All Deliverables are shipped Ex Works shipping point, prepaid freight and add. Title to, and property in, the Deliverables shall pass to Customer upon shipment. Risk of loss of the Deliverables shall also pass to Customer upon shipment.
7. **PAYMENT TERMS.** Customer shall pay all invoices in USD within thirty (30) days of the invoice date. No deductions, whether by way of set-off, counterclaim, withholding, or otherwise, shall be made by the Customer. Sensus reserves the right to establish credit limits for Customer and may require full or partial payment prior to provision of any Deliverables. All payments shall be made via electronic payment according to instructions provided by Sensus. The Customer must notify Sensus, in writing, within seven days of receipt of an invoice if the Customer disputes such invoice. In the absence of such notice the Customer shall not be entitled to dispute an invoice. Save for any invoices disputed in good faith in accordance with the previous sentence, if the Customer does not pay within the time provided in this Agreement, the amount due shall bear interest at the lower of (i) one and a half percent (1.5%) per month up to a maximum of eighteen percent (18%) per year; or (ii) the highest rate permitted by applicable law. Should Customer become delinquent in payment of sums due hereunder, Sensus shall not be obligated to continue performance.
8. **PACKAGING.** Sensus reserves the right to select the manner in which Deliverables are packaged. Quoted prices include regular packaging. Special requirements for packaging will be subject to extra charges.
9. **DELIVERY.** Shipping dates and other dates quoted by Sensus are made in good faith but are not guaranteed. Dates cited for delivery are approximate only. If no dates are specified, Sensus will use its discretion to determine the shipping date. Sensus reserves the right to extend shipping dates and/or to make partial shipments as Sensus deems necessary in its sole discretion, without liability to Customer. In the absence of shipping instructions from Customer, Sensus will use its discretion as to the selection of shipping services and routings. If the Customer fails to take delivery of the Deliverables within seven (7) days of notification that the Deliverables are ready for delivery, Sensus shall be entitled, but is not required, on behalf of the Customer to put the relevant Deliverables into storage at the Customer's expense and risk. Delivery to storage shall constitute delivery to the Customer. Installation of Deliverables is the responsibility of the Customer unless otherwise agreed in writing.
10. **FORCE MAJEURE.** If Sensus 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. "Force Majeure" means an event beyond the reasonable control of Sensus, including without limit acts of God, hurricane, flood, volcano, tsunami, tornado, storm, tempest, mudslide, vandalism, illegal or unauthorized radio frequency interference, strikes, lockouts, or other industrial disturbances, immigration, unavailability of component parts of any Deliverables provided hereunder, acts of public enemies, border disputes, border disruptions, delivery vehicle impound, 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 explosions.
11. **CANCELLATION.** Orders submitted to Sensus may not be canceled or amended, or deliveries deferred, by Customer except with Sensus' prior written consent, and then only upon such terms as shall be acceptable to Sensus.
12. **WARRANTIES.** Sensus' sole warranty and remedies associated therewith are set forth in the General Limited Warranty found at: sensus.com/lc, or available at 1-800-METER-IT, which General Limited Warranty is hereby incorporated into these Terms. **THE WARRANTIES IN THIS SECTION ARE THE ONLY WARRANTIES GIVEN WITH RESPECT TO DELIVERABLES SOLD OR OTHERWISE PROVIDED BY SENSUS. SENSUS EXPRESSLY DISCLAIMS ANY AND ALL OTHER REPRESENTATIONS, WARRANTIES, CONDITIONS, EXPRESSED, IMPLIED, STATUTORY OR OTHERWISE, REGARDING ANY MATTER IN CONNECTION WITH THESE TERMS OF SALE, INCLUDING WITHOUT LIMITATION, WARRANTIES AS TO FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, NON-INFRINGEMENT AND TITLE.**
13. **INTELLECTUAL PROPERTY.** No Intellectual Property is assigned to Customer hereunder. Sensus shall own or continue to own all Intellectual Property used or created 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, 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 Deliverables purchased or provided hereunder. "Intellectual Property" means patents and patent applications, inventions (whether patentable or not), trademarks, service marks, trade dress, copyrights, trade secrets, know-how, data rights, database rights, specifications, drawings, designs, maskwork rights, moral rights, author's rights, and other intellectual property rights, 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. The Customer waives any moral rights they may have in the Intellectual Property.
14. **LIMITATION OF LIABILITY.**
 - (a) SENSUS' AGGREGATE LIABILITY IN ANY AND ALL CAUSES OF ACTION ARISING UNDER, OUT OF OR IN RELATION TO THIS AGREEMENT, ITS NEGOTIATION, PERFORMANCE, BREACH OR TERMINATION (COLLECTIVELY "CAUSES OF ACTION") SHALL NOT EXCEED THE TOTAL AMOUNT PAID BY CUSTOMER TO SENSUS UNDER THIS AGREEMENT. THIS IS SO WHETHER THE CAUSES OF ACTION ARE IN TORT, INCLUDING, WITHOUT LIMITATION, NEGLIGENCE OR STRICT LIABILITY, IN CONTRACT, UNDER STATUTE, OR OTHERWISE.
 - (b) AS A SEPARATE AND INDEPENDENT LIMITATION ON LIABILITY, SENSUS' LIABILITY SHALL BE LIMITED TO DIRECT DAMAGES. SENSUS SHALL NOT BE LIABLE FOR: (I) ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; NOR (II) ANY REVENUE OR PROFITS LOST BY CUSTOMER OR ITS AFFILIATES FROM ANY END USER IRRESPECTIVE OF WHETHER SUCH LOST REVENUE OR PROFITS IS CATEGORIZED AS DIRECT DAMAGES OR OTHERWISE; NOR (III) ANY IN/OUT COSTS; NOR (IV) CLAIMS MADE BY A THIRD PARTY; NOR (V) MANUAL METER READ COSTS AND EXPENSES. "IN/OUT COSTS" MEANS ANY COSTS AND EXPENSES INCURRED BY CUSTOMER IN TRANSPORTING GOODS BETWEEN ITS WAREHOUSE AND ITS END USER'S PREMISES AND ANY COSTS AND EXPENSES INCURRED BY CUSTOMER IN INSTALLING, UNINSTALLING AND REMOVING GOODS. "END USER" MEANS ANY END USER OF ELECTRICITY/WATER/GAS THAT PAYS CUSTOMER FOR THE CONSUMPTION OF ELECTRICITY/WATER/GAS, AS APPLICABLE.
 - (c) 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.
 - (d) 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.
 - (e) If Customer is not the sole end user and ultimate owner of the Deliverables, then Customer shall ensure by its contract with the end user and ultimate owner (collectively, "Owner") that Sensus is given the benefit of the exclusions and limitations set out in these Terms. Customer agrees to indemnify, defend, and hold harmless Sensus from and against all Losses (defined below) alleged by any Owner to the extent that Sensus would not be liable to Customer under these Terms if the claim had been made by Customer.
15. **INDEMNIFICATION.** Customer agrees to defend, indemnify and hold harmless Sensus from and against all claims, liabilities, demands, damages, losses, costs and expenses, in law or in equity, of every kind and nature whatsoever (collectively, "Losses"), to the extent arising out of Customer's use of the Deliverables,, except to the extent such Losses arise out of a breach of this Agreement by Sensus.
16. **CONFIDENTIALITY.** Customer shall (and shall cause its employees, contractors and any Owner to) keep all Sensus Confidential Information strictly confidential and shall not disclose it to any third party or use it, except to the extent reasonably required to perform and enforce this Agreement or as required under applicable law, court order or regulation. As used herein, "Sensus Confidential Information" means any and all non-public information disclosed by Sensus, including without limitation, all technical information about products or services, pricing information, marketing and marketing plans, provision of Deliverables, performance of the Deliverables, Deliverables architecture and design, other business and financial information, software and all trade secrets. Sensus Confidential Information may be transmitted orally, in writing, electronically or otherwise observed by Customer. Notwithstanding the foregoing, "Sensus Confidential Information" shall not include: (i) any information in the public domain other than due to Customer's breach of this Agreement; (ii) any information in the possession of the Customer without restriction prior to disclosure by Sensus; or (iii) any information independently developed by the Customer without reliance on or access to the information disclosed hereunder by Sensus.
17. **RETURNS.** No Deliverables may be returned for credit or repair without the prior written authorization of Sensus. Authorized return shipments must be returned in good condition to Sensus' designated receiving point, must be shipped in suitable packaging, must be accompanied by a packing slip, including Sensus' Return Authorization Number, and must have transportation charges prepaid. Deliverables are deemed returned upon Sensus' receipt of the relevant Deliverable (in compliance with this section) at the address designated by Sensus. Correspondence concerning all returned Deliverables must be addressed to the appropriate Sensus office. Sensus reserves the right to deduct an adequate service charge to cover all inspection, testing and handling from any credit.

18. **ASSIGNMENT.** Customer may not assign, transfer or delegate this Agreement or any part of Customer's rights or duties without prior written consent of Sensus. Any attempted assignment in violation of this section shall be null and void.
19. **GOVERNING LAW AND DISPUTE RESOLUTION.** This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Delaware, without regard to conflicts of law principles. Any and all disputes arising under, out of, or in relation to this Agreement or its performance ("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 the State of 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.
20. **COMPLIANCE WITH LAWS, INCLUDING ANTI-CORRUPTION LAWS.** Customer shall comply with all applicable 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. (a) *EXPORT CONTROL LAWS.* Customer shall: (i) comply with all applicable U.S., state, 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 Deliverables may be directed to countries in violation of any export control laws. By ordering Deliverables, Customer certifies that it is not on any U.S., or other applicable, government export exclusion list. (b) *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 country or any country where performance of this Agreement, or delivery or use of Deliverables will occur.
21. **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.
22. **NON-WAIVER.** Failure or delay of Sensus to exercise a right or power under this Agreement shall not operate as a waiver thereof, nor shall any single or partial exercise of a right or power preclude any other future exercise thereof.

Software as a Service and Spectrum Lease Agreement

between

**City of Sunrise, FL AMI Agreement
("Customer")**

**and
Sensus USA Inc.
("Sensus")**

IN WITNESS WHEREOF, the parties have caused this Software as a Service and Spectrum Lease ("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.

This Agreement contains two parts: Part (1) is The FCC Notification for Spectrum Manager Lease, to be filed with the FCC by Sensus on behalf of the Customer and Part (2) is a Software as a Service and Spectrum Lease between Sensus and Customer. Together, these two parts create the Agreement.

Sensus USA Inc.

Customer: City of Sunrise, FL AMI Agreement

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Contents of this Agreement:

Part 1: Notification for Spectrum Manager Lease

Part 2: Agreement

Exhibit A Software

Exhibit B Technical Support

Part 1: Notification for Spectrum Manager Lease

In order for Sensus to apply to the FCC on the Customer's behalf for a spectrum manager lease, Customer must complete the information below in boxes one (1) through ten (10) and certify via authorized signature. Customer's signature will indicate that Customer authorizes Sensus to file the spectrum manager lease notification on FCC Form 608 with the Customer as spectrum Lessee, and if Customer does not already have one, ownership disclosure information on FCC Form 602.

1.

Customer/Lessee Name:		
Attention To:		Name of Real Party in Interest:
Street Address:		City:
State:	Zip:	Phone:
Fax:	Email:	

Is Customer contact information same as above? ☐ Yes ☐ No (If No, complete box 2 below)

2.

Additional Customer/Lessee Contact Information

Company Name:		
Attention To:		
Street Address:		City:
State:	Zip:	Phone:
Fax:	Email:	

3.

Customer/Lessee is a(n) (Select one): ☐ Individual ☐ Unincorporated Association ☐ Trust ☐ Government Entity ☐ Corporation ☐ Limited Liability Company ☐ General Partnership ☐ Limited Partnership ☐ Limited Liability Partnership ☐ Consortium ☐ Other _____	
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4.

FCC Form 602: FCC File Number of Customer's Form 602 Ownership Information: _____. If Customer has not filed a Form 602, Sensus will file one for Customer. Please complete questions 5, 6, and 7 below if Customer does <u>not</u> have a Form 602 on file. Customer must complete items 8, 9 and 10 irrespective of whether Customer has an ownership report on file.

5.

Customer Tax ID:

6.

Individual Contact For FCC Matters

Please designate one individual (the Director of Public Works or similar person) who is responsible to the FCC for the operation of the FlexNet radio system.	
Name	
Title:	
Email:	Phone:

7.

Ownership Disclosure Information

If Customer/Lessee is a government entity, list the names of the Mayor and all Council Members below, as well as verify citizenship and ownership interests in any entity regulated by the FCC. Such ownership must be disclosed where a mayor/council member owns 10% or more, directly or indirectly, or has operating control of any entity subject to FCC regulation. If any answer to Ownership question is Yes, or any answer to Citizenship question is No, provide an attachment with further explanation.		
	US Citizen?	Ownership Disclosure?
Mayor:	☐ Yes ☐ No	☐ Yes ☐ No
Council Member:	☐ Yes ☐ No	☐ Yes ☐ No
Council Member:	☐ Yes ☐ No	☐ Yes ☐ No
Council Member:	☐ Yes ☐ No	☐ Yes ☐ No

Council Member:	☐ Yes ☐ No	☐ Yes ☐ No
Council Member:	☐ Yes ☐ No	☐ Yes ☐ No
Council Member:	☐ Yes ☐ No	☐ Yes ☐ No
Council Member:	☐ Yes ☐ No	☐ Yes ☐ No
Council Member:	☐ Yes ☐ No	☐ Yes ☐ No
Council Member:	☐ Yes ☐ No	☐ Yes ☐ No

8.

Alien Ownership Questions (if the answer is Yes, provide an attachment explaining the circumstances)

1) Is the Customer/Lessee a foreign government or the representative of any foreign government?	☐ Yes ☐ No
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9.

Basic Qualification Information

1) Has the Customer or any party to this application had any FCC station authorization, license, or construction permit revoked or had any application for an initial, modification or renewal of FCC station authorization, license or construction permit denied by the Commission?	☐ Yes ☐ No
2) Has the Customer or any party to this filing, or any party directly or indirectly controlling the Customer or any party to this filing ever been convicted of a felony by any state or federal court?	☐ Yes ☐ No
3) Has any court finally adjudged the Customer or any party directly or indirectly controlling the Customer guilty of unlawfully monopolizing or attempting to unlawfully monopolize radio communication, directly or indirectly, through control of manufacture or sale of radio apparatus, exclusive traffic arrangement, or any other means or unfair methods of competition?	☐ Yes ☐ No

10.

Customer/Lessee Certification Statements

1) The Customer/Lessee agrees that the Lease is not a sale or transfer of the license itself.	☐ Yes
2) The Customer/Lessee acknowledges that it is required to comply with the Commission's Rules and Regulations and other applicable law at all times, and if the Customer/Lessee fails to so comply, the Lease may be revoked, cancelled, or terminated by either the Licensee or the Commission.	☐ Yes
3) The Customer/Lessee certifies that neither it nor any other party to the Application/Notification is subject to a denial of Federal benefits pursuant to Section 5301 of the Anti-Drug Abuse Act of 1988, 21 U.S.C § 862, because of a conviction for possession or distribution of a controlled substance (See Section 1.2002(b) of the rules, 47 CFR § 1.2002(b), for the definition of "party to the application" as used in this certification.)	☐ Yes
4) The Customer/Lessee hereby accepts Commission oversight and enforcement consistent with the license and lease authorization. The Lessee acknowledges that it must cooperate fully with any investigation or inquiry conducted either by the Commission or the Licensee, allow the Commission or the Licensee to conduct on-site inspections of transmission facilities, and suspend operations at the direction of the Commission or the Licensee and to the extent that such suspension of operation would be consistent with applicable Commission policies.	☐ Yes
5) The Customer/Lessee acknowledges that in the event an authorization held by a Licensee that has associated with it a spectrum leasing arrangement that is the subject of this filing is revoked, cancelled, terminated, or otherwise ceases to be in effect, the Customer/Lessee will have no continuing authority to use the leased spectrum and will be required to terminate its operations no later than the date on which the Licensee ceases to have any authority to operate under the license, unless otherwise authorized by the Commission.	☐ Yes
6) The Customer/Lessee agrees the Lease shall not be assigned to any entity that is not eligible or qualified to enter into a spectrum leasing arrangement under the Commission's Rules and Regulations.	☐ Yes
7) The Customer/Lessee waives any claim to the use of any particular frequency or of the electromagnetic spectrum as against the regulatory power of the United States because of the previous use of the same, whether by spectrum lease or otherwise.	☐ Yes
8) The Customer/Lessee certifies that it is not in default on any payment for Commission licenses and that it is not delinquent on any non-tax debt owed to any federal agency.	☐ Yes

The Customer/Lessee certifies that all of its statements made in this Application/Notification and in the schedules, exhibits, attachments, or documents incorporated by reference are material, are part of this Application/Notification, and are true, complete, correct, and made in good faith. The Customer/Lessee shall notify Sensus in writing in the event any information supplied on this form changes.

City of Sunrise, FL AMI Agreement			
By:		Title:	
Name:		Date:	
FAILURE TO SIGN THIS APPLICATION MAY RESULT IN DISMISSAL OF THE APPLICATION AND FORFEITURE OF ANY FEES PAID.			
WILLFUL FALSE STATEMENTS MADE ON THIS FORM OR ANY ATTACHMENTS ARE PUNISHABLE BY FINE AND/OR IMPRISONMENT (U.S. Code, Title 18, Section 1001) AND/OR REVOCATION OF ANY STATION LICENSE OR CONSTRUCTION PERMIT (U.S. Code, Title 47, Section 312(a)(1)) AND/OR FORFEITURE (U.S. Code Title 47, Section 503).			

Part 2: Agreement

1. General

- A. **Agreement Generally.** The scope of this Agreement includes usage terms for Sensus' hosted Software solution, leased spectrum, technical support, and supporting terms and conditions for an advanced metering infrastructure solution that Customer will purchase from Sensus' authorized distributor. Customer is not paying Sensus directly for the services provided by Sensus under the Agreement; rather, Customer shall pay Sensus' authorized distributor pursuant to a separate agreement between Customer and such authorized distributor.

2. 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.

3. Spectrum

- A. **Definitions in this Section 3.** In this Section 3 only, "Sensus" shall mean Sensus USA Inc. and its wholly owned subsidiary, Sensus Spectrum LLC.
- B. **Spectrum Lease.** Sensus hereby grants to Customer, and Customer accepts, a spectrum manager lease ("Spectrum Lease") over the frequencies of certain FCC license(s) ("FCC License") solely within Customer's Service Territory. (The frequencies of the FCC License within Customer's geographic Service Territory are called the "Leased Spectrum"). Customer shall pay the Ongoing Fees for use of the Leased Spectrum.
- C. **FCC Forms.** At the Federal Communications Commission ("FCC"), Sensus will; (1) obtain an FCC Registration Number ("FRN") for Customer; (2) submit on behalf of Customer the FCC Form 602 Ownership Disclosure Information if Customer has not already done so; and (3) file a FCC Form 608, notification/application for long-term spectrum manager lease. This Lease becomes effective when the FCC accepts the FCC Form 608.
- D. **Lease Application.** In order to complete the FCC lease application, Customer will promptly:
- Complete and sign the representations in Part 1 of this Agreement such that Customer demonstrates it qualifies for a spectrum lease under FCC rules. Customer's signature will indicate that Customer authorizes Sensus to; (1) obtain an FRN on behalf of Customer; (2) submit the FCC Form 602 Ownership Disclosure Information on behalf of Customer if Customer has not already done so; and (3) file the spectrum manager lease notification on FCC Form 608 with the Customer as spectrum lessee.
 - Give Sensus the coordinates of the boundaries of Customer's Service Territory or, alternatively, approve Sensus' estimation of the same.
 - If Customer has not already done so; Customer hereby authorizes Sensus to apply on Customer's behalf and obtain for Customer a Federal Registration Number (FRN, the FCC's unique identifier for each licensee) and shall supply Sensus with Customer's Taxpayer Identification Number ("TIN").
 - Provide any other information or other cooperation reasonably necessary for the Parties to perform as set forth herein.
- E. **Permitted Use of Spectrum Lease and Equipment.** Customer may transmit or receive over the Leased Spectrum only in the Service Territory and only using FlexNet equipment manufactured by Sensus and used in accordance with Sensus' specifications. Customer may use the Leased Spectrum only to read and direct Field Devices or any other operation approved by Sensus in writing. Without limiting the foregoing, Customer is prohibited from reselling, subleasing or sublicensing the FlexNet Equipment and Leased Spectrum, and from transmitting voice communications over the Leased Spectrum. For each piece of RF Field Equipment used by Customer, Customer shall affix a Sensus-supplied label to the exterior of the RF Field Equipment cabinet or other appropriate visible place to indicate that RF operation is conducted under authority of FCC License(s) issued to Sensus.
- F. **Term of Spectrum Lease.** Unless terminated earlier (because, for example, Customer stops using the FlexNet equipment or because this Agreement terminates or expires for any reason), this Spectrum Lease will have the same term as the FCC license. If Customer is operating in compliance with this Agreement and is current on any payments owed to Sensus, when the FCC License renews, the Parties will apply to the FCC to renew this Spectrum Lease.
- G. **Termination of Spectrum Lease.** The Spectrum Lease will terminate: (a) two months after Customer stops transmitting with FlexNet equipment manufactured by Sensus; (b) upon termination, revocation or expiration of the FCC License; (c) upon Customer's breach of this Agreement; or (d) upon termination or expiration of this Agreement for any reason.
- H. **FCC Compliance.** The following FCC requirements apply
- Pursuant to 47 CFR 1.9040(a);
 - Customer must comply at all times with applicable FCC rules. This Agreement may be revoked by Sensus or the FCC if Customer fails to so comply;
 - If the FCC License is terminated, Customer has no continuing right to use the Leased Spectrum unless otherwise authorized by the FCC;
 - This Agreement is not an assignment, sale or other transfer of the FCC License;
 - This Agreement may not be assigned except upon written consent of Sensus, which consent may be withheld in its discretion; and
 - In any event, Sensus will not consent to an assignment that does not satisfy FCC rules.
 - Referencing 47 CFR 1.9010, Sensus retains *de jure* and *de facto* control over the applicable radio facilities, including that;
 - Sensus will be responsible for Customer's compliance with FCC policies and rules. Sensus is responsible for engineering the FlexNet equipment and accompanying software and other programs to comply with FCC rules. Customer will operate the FlexNet equipment subject to Sensus' supervision and control and solely in accordance with Sensus' specifications. Sensus retains the right to inspect Customer's radio operations hereunder and to terminate this Agreement or take any other necessary steps to resolve a violation of FCC rules, including to order Customer to cease transmission. Sensus will act as spectrum manager in assigning spectrum under the FCC License so as to avoid any harmful interference or other violation of FCC rules. Sensus will be responsible for resolving any interference complaints or other FCC rule violations that may arise; and
 - Sensus will file any necessary FCC forms or applications and Customer agrees to reasonably assist Sensus with such filing by providing any necessary information or other cooperation. Sensus will otherwise interact with the FCC with respect to this Agreement, the FCC License or FlexNet equipment.
 - Customer must continue operations on the spectrum during the Term of this Agreement. If Customer stops operations for any period of time, Customer must notify Sensus by sending an email to legal@xyleminc.com. Customer may not pause or discontinue operations for more than 180 days.
- I. **Interference.** Customer agrees to report to Sensus promptly, and in no event later than 72 hours afterward, any incident related to the Leased Spectrum, including where Customer experiences harmful interference, receives a complaint or other notice of having caused harmful interference, or receives any type of communication from the FCC or other government agency regarding radio transmission.

4. 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: <https://www.sensus.com/tc>, 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.**

5. **Services.**

- A. **Installation of Equipment.** Installation services for Field Devices, other goods, and RF Field Equipment will be as agreed between the Customer and Sensus' authorized distributor. Sensus will not provide installation services pursuant to this Agreement
- B. **Technical Support.** Sensus shall provide Customer the technical support set forth in Exhibit B.
- C. **Project Management.** Sensus' authorized distributor will provide project management services to Customer. Any project management of the FlexNet System provided by Sensus shall be subject to a separate agreement which describes the scope and pricing for such work.
- D. **Training.** Sensus' authorized distributor will provide Customer with training on the use of the FlexNet System. Any training provided by Sensus shall be subject to a separate agreement which describes the scope and pricing for such work.
- E. **IT Systems Integration Services.** Except as may otherwise be provided herein, 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.

6. **General Terms and Conditions.**

- A. **Infringement Indemnity.** Sensus shall indemnify and hold harmless Customer from and against any judgment by a court of competent jurisdiction or settlement reached from any litigation instituted against Customer in the United States by a third party which alleges that the FlexNet System provided hereunder infringes upon the patents or copyrights of such third party, provided that Sensus shall have the right to select counsel in such proceedings and control such proceedings. Notwithstanding the foregoing, Sensus shall have no liability under this indemnity unless Customer cooperates with and assists Sensus in any such proceedings and gives Sensus written notice of any claim hereunder within fourteen (14) days of receiving it. Further, Sensus shall have no liability hereunder if such claim is related to; (i) any change, modification or alteration made to the FlexNet System by Customer or a third party, (ii) use of the FlexNet System in combination with any goods or services not provided by Sensus hereunder, (iii) Customer's failure to use the most recent version of the Software or to otherwise take any corrective action as reasonably directed by Sensus, (iv) compliance by Sensus with any designs, specifications or instructions provided by Customer or compliance by Sensus with an industry standard, or (v) any use of the FlexNet System other than for the Permitted Use. In the event the FlexNet System is adjudicated to infringe a patent or copyright of a third party and its use is enjoined, or, if in the reasonable opinion of Sensus, the FlexNet System is likely to become the subject of an infringement claim, Sensus, at its sole discretion and expense, may; (i) procure for Customer the right to continue using the FlexNet System or (ii) modify or replace the FlexNet System so that it becomes non-infringing. THIS SECTION STATES CUSTOMER'S SOLE AND EXCLUSIVE REMEDY AND SENSUS' ENTIRE LIABILITY FOR ANY CLAIM OF INFRINGEMENT.
- B. **Limitation of Liability.** Sensus' aggregate liability in any and all causes of action arising under, out of or in relation to this Agreement, its negotiation, performance, breach or termination (collectively "Causes of Action") shall not exceed the 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 (v) damages arising from maincase or bottom plate breakage caused by freezing temperatures, water hammer conditions, or excessive water pressure; (vi) damages arising from equipment striking the meter and damaging the meter in any way, over range capacity usage, excessive gas pressure above allowable operating pressure; (vii) any damage of any kind, whether to the gas meter or otherwise, arising from the use of gas meters with erosive, corrosive, or potentially freezing liquids or gasses. 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.
- 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 Rights.**
- i. Software and Materials. No Intellectual Property is assigned to Customer hereunder. Excluding Customer Data, Sensus shall own or continue to own all right, title, and interest in and to the Intellectual Property associated with the Software and related documentation, including any derivations and/or derivative works (the "Sensus IP"). To the extent, if any, that any ownership interest in and to such Sensus IP 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 Sensus IP. Customer agrees not to reverse engineer any Sensus Products purchased or provided hereunder.
- ii. Customer Data. Notwithstanding the prior paragraph, as between Customer and Sensus, Customer remains the owner of all right, title or interest in or to any Customer Data. "Customer Data" means solely usage data collected by the Field Devices. To avoid doubt, Customer Data does not include non-End User usage data collected by the Field Devices, Software, or FlexNet System, such as network and equipment status information or the like.
- iii. Consent to Use of Customer Data. Customer hereby irrevocably grants to Sensus a royalty-free, non-exclusive, irrevocable right and license to access, store, and use such Customer Data and any other data or information provided to Sensus, to (1) provide the Service; (2) analyze and improve the Service; (3) analyze and improve any Sensus equipment or software; or (4) for any other internal use. As used herein, "Service" means Sensus' obligations under this Agreement.
- iv. Access to Customer Data. Within 45 days of Customer's written request, Sensus will provide Customer a copy of the previous 24 months CMEP interval file and deliver the file to a drop location specified by Customer.
- F. **Data Privacy.** Customer acknowledges that Sensus and its Affiliates (collectively, "Xylem") will collect and process personal data for the purposes outlined in this Agreement. Xylem's data privacy policy is available at <https://www.xylem.com/en-us/support/privacy/>. Customer acknowledges that it has read and understood Xylem's privacy policy and agrees to the use of personal data outlined therein. The collection and use of personal data by Customer is Customer's

responsibility.

- G. **Confidentiality.** Except as may be required under applicable law, court order, or regulation, or to the extent required to perform and enforce this Agreement, both parties shall (and shall cause their employees and contractors to) keep all Confidential Information strictly confidential and shall not disclose it to any third party. The Confidential Information may be transmitted orally, in writing, electronically or otherwise observed by either party. 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.
- H. **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 country or any country where performance of this Agreement, or delivery or use of equipment, software or services will occur.
- I. **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.
- J. **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.
- K. **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.
- L. **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 mediation between the Parties. TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE PARTIES AGREE TO A BENCH TRIAL AND THAT THERE SHALL BE NO JURY IN ANY DISPUTES.
- M. **Acknowledgement of Events.** The parties acknowledge and agree that the global COVID-19 pandemic ("COVID-19") is ongoing, dynamic, unpredictable, and as such may impact the ability of Sensus to meet its obligations under this Agreement. The parties agree that, for so long as there is an impact of COVID-19 on Sensus' performance, all performance efforts by Sensus will be on a reasonable efforts basis only and Sensus shall not be responsible for failure to meet its obligations, to the extent that it is precluded from doing so as a result of COVID-19. The parties shall work, in good faith, to make any reasonable adjustments that may be required as a result of COVID-19.
- N. **Survival.** The provisions of this Agreement that are applicable to circumstances arising after its termination or expiration shall survive such termination or expiration.
- O. **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.
- P. **Four Corners.** This written Agreement, including all of its exhibits, 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.
- Q. **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.

7. **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. **"Confidential Information"** means any and all non-public information of either party, including all technical information about either party's products or services, pricing information, marketing and marketing plans, Customer's End Users' data, FlexNet System performance, FlexNet System architecture and design, FlexNet System software, other business and financial information of either party, and all trade secrets of either party.
- C. **"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.
- D. **"Field Devices"** means the SmartPoint Modules.
- E. **"FlexNet Base Station"** identifies the Sensus manufactured device consisting of one transceiver, to be located on a tower that receives readings from the SmartPoint Modules (either directly or via an R100 unit) by radio frequency and passes those readings to the RNI by TCP/IP backhaul communication. For clarity, FlexNet Base Stations include Metro Base Stations.
- F. **"FlexNet System"** is comprised of the SmartPoint Modules, RF Field Equipment, Server Hardware, software licenses, Spectrum Lease, and other equipment provided to Customer hereunder. The FlexNet System only includes the foregoing, as provided by Sensus. The FlexNet System does not include goods, equipment, software, licenses or rights provided by a third party or parties to this Agreement.
- G. **"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.

- H. **"Hosted Software"** means those items listed as an Application in Exhibit A.
- I. **"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.
- J. **"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.
- K. **"LCM"** identifies the load control modules.
- L. **"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.
- M. **"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.
- N. **"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 devices not provided by Sensus or reading Field Devices outside the Service Territory.
- O. **"R100 Unit"** identifies the Sensus standalone, mounted transceiver that takes the radio frequency readings from the SmartPoint Modules and relays them by radio frequency to the relevant FlexNet Base Station or directly to the RNI by TCP/IP backhaul communication, as the case may be.
- 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, R100 units (if any) and Remote Transceivers (if any).
- 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 utilizes Sensus equipment to provide services to End Users as of the Effective Date. This area will be described on the propagation study in the parties' Spectrum Lease filing with the FCC.
- 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 communicate with the relevant devices and transmit those communications by radio frequency to the relevant piece of RF Field Equipment.
- 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. **"Updates"** means releases of the Software that constitute a minor improvement in functionality.
- Z. **"Upgrades"** means releases of the Software which constitute a significant improvement in functionality or architecture of the Software.
- AA. **"WAN Backhaul"** means the communication link between FlexNet Base Stations and Remote Transceivers and RNI.

Exhibit A Software

Software as a Service

1. 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 to Sensus' authorized distributor 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, data center, 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
- Consumer Portal

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. Use of Software as a Service.

Subject to the terms of this Agreement, Sensus shall make Software as a Service available to Customer to access and use solely for the Permitted Use and solely for so long as Customer is current in its payments to Sensus or its authorized distributor for Software as a Service. The Software as a Service term commences on the date that Sensus first makes Software as a Service available to Customer for use, and ends upon the earlier of: (i) the expiration or termination of the Agreement; (ii) breach by Customer of this exhibit or the Agreement; or (iii) Customer's termination of Software as a Service as set forth in paragraph (C) below.

C. Termination of an Application.

Customer shall have the option at any time 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 due in the current calendar year plus a ten percent (10%) early termination fee, where such fee is calculated based on the annual Software as a Service fee due in the current calendar year; 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 from a third party and (b) RNI software license 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 24x7x365 using KPI metrics, thresholds, and alerts to proactively identify any potential issues related to system capacity and/or performance (i.e. database, backspool, 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) Implement the data retention plan and policy, and will provide the policy upon request.
 - (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 self-service portal to document and track incidents.
- (f) In the event that 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) 24x7x365 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 any virus or malware found.
 - (h) Adhere to and submit certification to NERC/CIP Cyber Security standards.
 - (i) 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) 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 Disaster Recovery 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 (RTO) and Recovery Point Objectives (RPO) 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 RTO of forty-eight (48) hours.
 - (j) The 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, R100s, 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.

2. 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:

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

ii. **Calculations**

- a. **Targeted Minutes of Operation** or **TMO** means total minutes cumulative across all Applications in the applicable 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).

iii. **Exceptions.** Exceptions mean the following events:

- Force Majeure
 - Emergency Work, as defined below; and
 - Lack of Internet Availability, as described below.
- a. **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.
 - b. **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.

iv. **System Availability.** For each month that the System Uptime Rates for the production RNI falls below 99.0%, Sensus will issue Customer the following Service Level Credits:

System Uptime Rate per calendar month	Service Level Credit
Less than 99.0% but at least 97.5%	5% of the monthly RNI SaaS Fees in which the service level default occurred (Note: SaaS fees are pre-paid annually and for purposes of SLA Credits are computed on a monthly basis.)
Less than 97.5% but at least 95.0%	10% of the monthly RNI SaaS Fees in which the service level default occurred
Less than 95.0%	20% of the monthly RNI SaaS Fees in which the service level default occurred

Service Level Credits for any single month shall not exceed 20% of the RNI SaaS Fee associated with the month in which the service level default occurred. Sensus records and data will be the sole basis for all Service Level Credit calculations and determinations, provided that such records and data must be made available to Customer for review and agreement by Customer. To receive a Service Level Credit, Customer must issue a written request no later than ten (10) days after the Service Level Credit has accrued. Sensus will apply each valid Service Level Credit to the Customer's invoice within 2 billing cycles after Sensus' receipt of Customer's request and confirmation of the failure to meet the applicable Service Level Credit. Service Level Credits will not be payable for failures to meet the System Uptime Rate caused by any Exceptions. No Service Level Credit will apply if Customer is not current in its undisputed payment obligations under the Agreement. Service Level Credits are exclusive of any applicable taxes charged to Customer or collected by Sensus. Sensus shall not refund an unused Service Level Credits or pay cash to Customer for any unused Service Level Credits. Any unused Service Level Credits at the time the Agreement terminates will be forever forfeited. THE SERVICE LEVEL CREDITS DESCRIBED IN THIS SECTION ARE THE SOLE AND EXCLUSIVE REMEDY FOR SENSUS' FAILURE TO MEET THE SYSTEM UPTIME REQUIREMENT OR ANY DEFECTIVE SAAS PERFORMANCE. IN NO EVENT SHALL THE AGGREGATE AMOUNT OF SERVICE LEVEL CREDITS IN ANY ANNUAL PERIOD EXCEED 20% OF THE ANNUAL RNI SAAS FEE.

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 FlexNet 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).

D. Software Solution Components.

- i. **Description of Software Solutions.** Sensus software consists of a core communication module and a set of applications. Some applications are required to perform basic solution capabilities, other applications are optional and add additional capabilities and function to the overall solution. As Customer's business process expands and/or new Sensus offerings are made available, additional applications and functionality can dynamically be added to the solution, provided Customer purchases such additional applications.
- ii. **Regional Network Interface.** The Regional Network Interface (RNI) or Sensus head-end is the centralized intelligence of the FlexNet network; the RNI's primary objective is to transfer endpoint (such as meters) data to the Customer and the advanced feature applications. The RNI is adaptable to Customer configurations by simultaneously supporting a wide range of FlexNet enabled endpoints; including but not limited to meters (electric, water, gas), street lighting, and Home Area Network devices.
 - a. Core Package
 - (i) Communication
 - 1. Manages all inbound and outbound traffic to and from endpoints
 - 2. Outbound routing optimization
 - 3. Route analyzer
 - 4. AES256 bit encryption of radio messages
 - 5. Reports and metric details of network performance and troubleshooting aids
 - 6. Management of RF equipment (base stations and endpoint radios)
 - (ii) Data Collection
 - 1. Missing read management
 - 2. Management of duplicate reads
 - 3. 60 day temporary storage
 - (iii) Application integration
 - 1. To Sensus Analytics applications
 - 2. Enable 3rd party application integration
 - 3. Batch CMEP file export
 - 4. Real-time access through MultiSpeak
 - (iv) Endpoint Management
 - 1. Gas, water, electric, lighting concurrent support
 - 2. Remote configuration
 - 3. Remote firmware updates
 - 4. Reports, metrics and Troubleshooting
 - (v) User Management
 - 1. Secure access
 - 2. Password management
 - 3. Definable user roles
 - 4. User permissions to manage access to capabilities
 - b. Integration of RNI. Sensus shall provide RNI integration support services to Customer only to the extent specifically provided below:
 - (i) Sensus shall meet with the representative from the Customer's system(s) targeted for integration to determine which integration method is appropriate (e.g., Multispeak, CMEP, etc.).
 - 1. In scope and included integration efforts: Provide the gateway URLs to the integrating system as needed, provide Customer with standard integration API documentation, validate and test that the correct Customer information is flowing into and/or out of the RNI.
 - 2. Out of scope and subject to additional charges: Modifications or extensions to the standard API provided by Sensus and any integration efforts not outlined above as in scope and included.
 - (ii) Customer Responsibilities:
 - 1. Provide Sensus with information about the relevant information Customer wishes to transfer and integrate with the RNI.
 - 2. Establish the network and security required for the two systems to reasonably communicate.
 - 3. Verify integration to third party system functionality is working as intended.
 - (iii) If an item is not listed in subparagraph (i) above, such item is excluded from the integration of Sensus RNI Support and is subject to additional pricing.

3. Sensus Analytics

Sensus Analytics is a cloud-based solution and data platform that allows storage and retrieval of raw reads and data from other sources for analysis, exportation, and inquiry or reporting. The platform provides applications and reporting capabilities.

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 usage 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 maximum threshold exceptions with drill down to the list of meters.
 - h. # of meters with minimum threshold exceptions with drill down to the list of meters.
 - i. # 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. Users must enter which billing request file prior to running the report.
 - n. All 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 sent 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 Insight
 - 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. 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.

C. Sensus Analytics Customer Portal. The Customer Portal (CP) is a cloud-based platform that aggregates data from several sources. The CP Package may consist of the following modules or widgets, provided Customer purchases access to the modules:

- i. Web Portal Standard Features
 - a. Self-serve sign up and account/password management
 - b. Dynamic sizing to work on most standard browsers
 - c. Customizable logo and backdrop images
 - d. Capable of supporting multiple languages (Spanish and English standard)
 - e. Provides links to bill payment and support web locations. (Single Sign On access is not standard)
 - f. Supports multiple accounts and multiple meters
 - g. Supports multiple Units of Measure (UoM)
 - h. Exportable data
 - i. Alerts and Notifications that can be delivered to the customers' points of contact
 - j. Support for multiple alert recipients
 - k. Admin Management of Widgets Displayed
- ii. Web Portal Additional Features
 - a. Single Sign: Integration to other web services in a manner that does not require the user to login multiple times
 - b. Water usage down to 15 minute intervals.
 - c. Presentation of Tier Limits and Tier Alerts
- iii. Dashboard Page Widgets
 - a. Current Billing Cycle View Widget: Allows the customer to view how much water they have used since the billing cycle has started.
 - b. Alerts: Shows the alerts created by meters or usage alerts
 - c. Notifications: Allows messages to be sent to customers by the Utility – Sent via Text, Email or presented on the Portal
 - d. Billing Cycle Threshold: Shows users progress toward Billing Cycle Usage Target set as an alert
- iv. Add-on Dashboard Widgets
 - a. Watering Schedule: Presents data regarding the days and times that the account can use outdoor water
 - b. Bill Estimate: Provides an estimate of the cost of the water used in the billing cycle.
 - c. Sandbox: Provides a widget space for the utility to place documents, links, and videos. (up to 100Mb)
- v. Usage Details Features
 - a. Consumption in various time periods
 - b. Exportable to other file formats
 - c. Temperature and Rainfall data
- vi. Meters Features
 - a. Meter information including Meter #, address, current reading,
 - b. Meter Nicknames
- vii. Meter Tab Additional Features
 - a. Google Maps view of meter location (Location data provided by Utility)
- viii. Settings – Usage Alerts (per meter)
 - a. Billing Cycle Usage Alert
 - b. Daily Usage Alert
 - c. Vacation Alerts
- ix. Settings – Usage Alerts Additional Features
 - a. Tier Alerts
- x. Alert Recipients Features
 - a. Editable selection of alerts to receive
 - b. Additional Recipient management
- xi. User Settings Features
 - a. Change of email address
 - b. Customer management of points of contact
 - c. Customer capability to add additional accounts
 - d. Customer password management (Self-serve)

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. The VFlex shall contain the following types of information: Device ids, end users in the system, end user status, end user account information, end user name, and other end user details. This flat file may be delimited or fixed width. Customer shall produce this file and transmit it to the FTP location designated by Sensus. 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.
- ii. In scope and included integration efforts: kick-off meeting to engage all required parties, mapping the Customer's fields to the VFlex specification, validation of expected output, and a two (2) hour system review of Sensus Analytics application and integration with the Customer's system (conducted remotely).
- iii. 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.

- iv. Sensus' integration services consist 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.
- v. **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.**
- vi. **Data Import.** The Sensus Analytics Application contains adapters for the import of data from; (a) Customer's FlexNet System; and/or (b) AutoRead application for handheld and drive by systems, as applicable.
- vii. **Customer Acknowledgements.**
 - a. Customer acknowledges that the Sensus Analytics Application provides up to fifty (50) user logins for Customer's use.
 - b. 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.
 - c. 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.
 - d. 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.
 - e. 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.

4. **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	http://www.redhat.com/licenses/rhel_rha_eula.html
JBoss Enterprise Middleware	http://www.redhat.com/licenses/jboss_eula.html

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, AML, RF Network Equipment, Metering Products, Sensus Lighting Control, and Demand Response Management System (FlexNet Home).
- 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 8:00 a.m. EST to 8:00 p.m. 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 Salesforce 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 based on where the call originated. The Customer Service Associate or Technical Support Engineer will require a brief description of the problem symptoms, or error messages depending on nature of the incident. The nature of the problem and severity levels will be mutually 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 Salesforce for ticket 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.

A. 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., FlexWare, Sensus MDM). Not able to generate billing files.

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: 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.

- 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-served basis. A 1st 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 Salesforce 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 (24 hours).	- Satisfactory workaround is provided. - Program patch is provided. - Fix incorporated into future release. - Fix or workaround incorporated into Salesforce Knowledge Base.
2	4 hours	Assign trained and qualified Services Staff to correct the error. Provide communication as updates occur (48 hours).	- Satisfactory workaround is provided. - Program patch is provided. - Fix incorporated into future release. - Fix or workaround incorporated into Salesforce Knowledge Base.
3	1 Business Day	30 business days	- Answer to question is provided. - Satisfactory workaround is provided. - Fix or workaround incorporated into Salesforce Knowledge Base. - Fix incorporated into future release.

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.
- 6.1.1.1. 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.
- 6.1.1.2. A customer may escalate an issue by calling 1-800-638-3748, Option 2. Please specify the Salesforce ticket number and the reason why the issue is being escalated.
- 6.1.1.3. 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 Salesforce 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, and all Sensus customers are provided access to this online database, which includes operation, configuration and technical manuals. The customer shall provide names and email accounts to Sensus so Sensus may provide access to the product documentation.
- 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 contract or statement of work. For example: specialized systems integration services or out of warranty network equipment repair.