

City Council Study Session

July 13, 2015 - 5:30 PM

Auburn City Hall

AGENDA

Watch the meeting LIVE!

Watch the meeting video

Meeting videos are not available until 72 hours after the meeting has concluded.

I. CALL TO ORDER

A. Roll Call

II. ANNOUNCEMENTS, REPORTS, AND PRESENTATIONS

III. AGENDA ITEMS FOR COUNCIL DISCUSSION

A. Presentation by Waste Management and King County Solid Waste Division's Road to 70% Recycling (20 Minute Presentation/10 Minute Q&A) * (Coleman)

B. Status Report on Auburn Gateway Project by Robertson Properties Group/Auburn Properties LLC (15 Minute Presentation/5 Minute Q&A)* (Snyder)

Pursuant to the adopted Development Agreement, Robertson Property Group (RPG) will provide an annual update to City Council on the status and marketing of their project

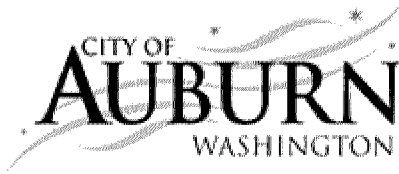
C. Public Works Project No. CP1317, Meter and Billing System Improvement Project (Automated Metering Infrastructure) (15 Minute Presentation/15 Minute Q&A)* (Snyder)

IV. OTHER DISCUSSION ITEMS

V. ADJOURNMENT

Agendas and minutes are available to the public at the City Clerk's Office, on the City website (<http://www.auburnwa.gov>), and via e-mail. Complete agenda packets are available for review at the City Clerk's Office.

*Denotes attachments included in the agenda packet.



AGENDA BILL APPROVAL FORM

Agenda Subject:

Presentation by Waste Management and King County Solid Waste Division's Road to 70% Recycling (20 Minute Presentation/10 Minute Q&A)

Date:

July 7, 2015

Department:

Finance

Attachments:

Road to 70% Presentation

Budget Impact:

\$0

Administrative Recommendation:**Background Summary:**

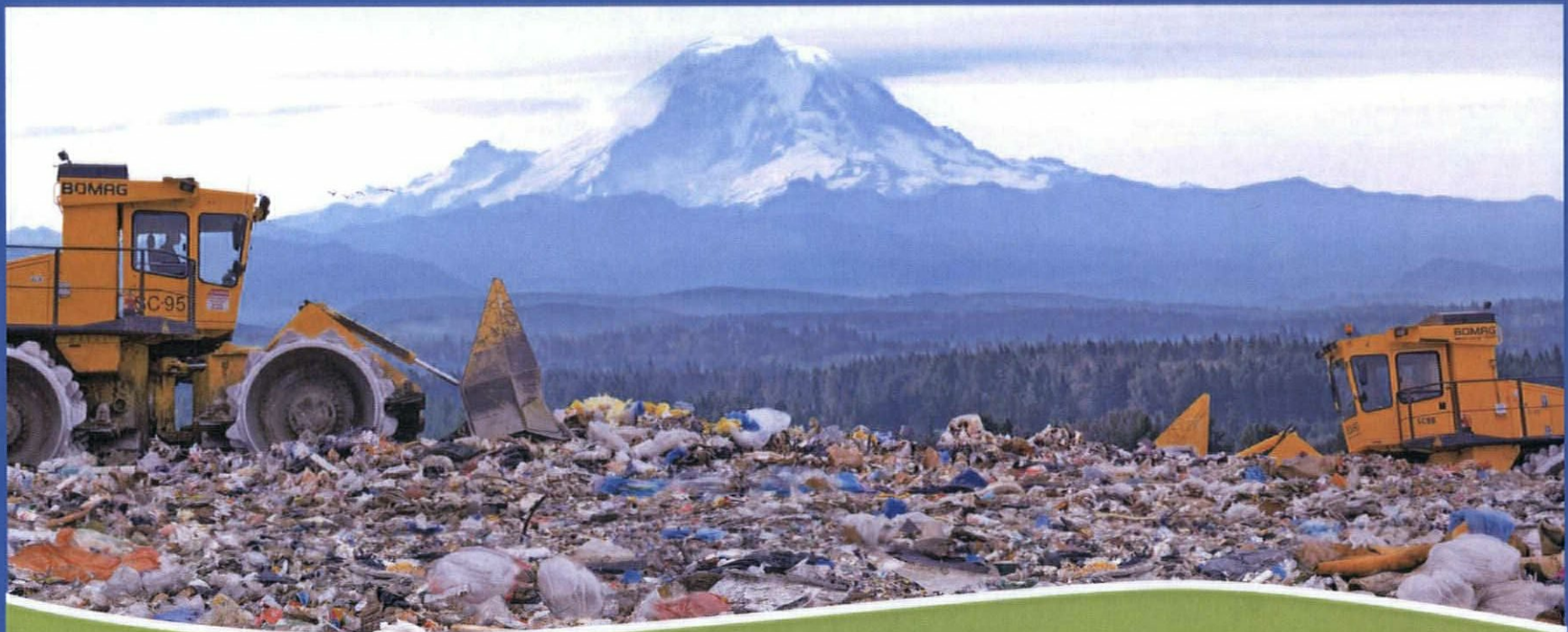
Solid waste collected in King County, except in Seattle and Milton, is sent to the Cedar Hills Regional Landfill (Landfill). According to the King County Solid Waste Division's analysis, landfilling our waste at the county-owned facility is currently the most cost effective and environmentally responsible manner of disposing of our waste. Extending the capacity of the Landfill for as long as possible will ensure that the low disposal rates and the environmental benefits of using the Landfill are maximized.

Reviewed by Council Committees:**Councilmember:****Staff:**

Coleman

Meeting Date: July 13, 2015

Item Number: DI.A



King County

Department of
Natural Resources and Parks
Solid Waste Division

Waste
Prevention

Resource
Recovery

Waste
Disposal

The Road to 70%

Auburn City Council: July 13, 2015

Working Collaboratively, We Have Achieved 53% Regional Recycling Rate

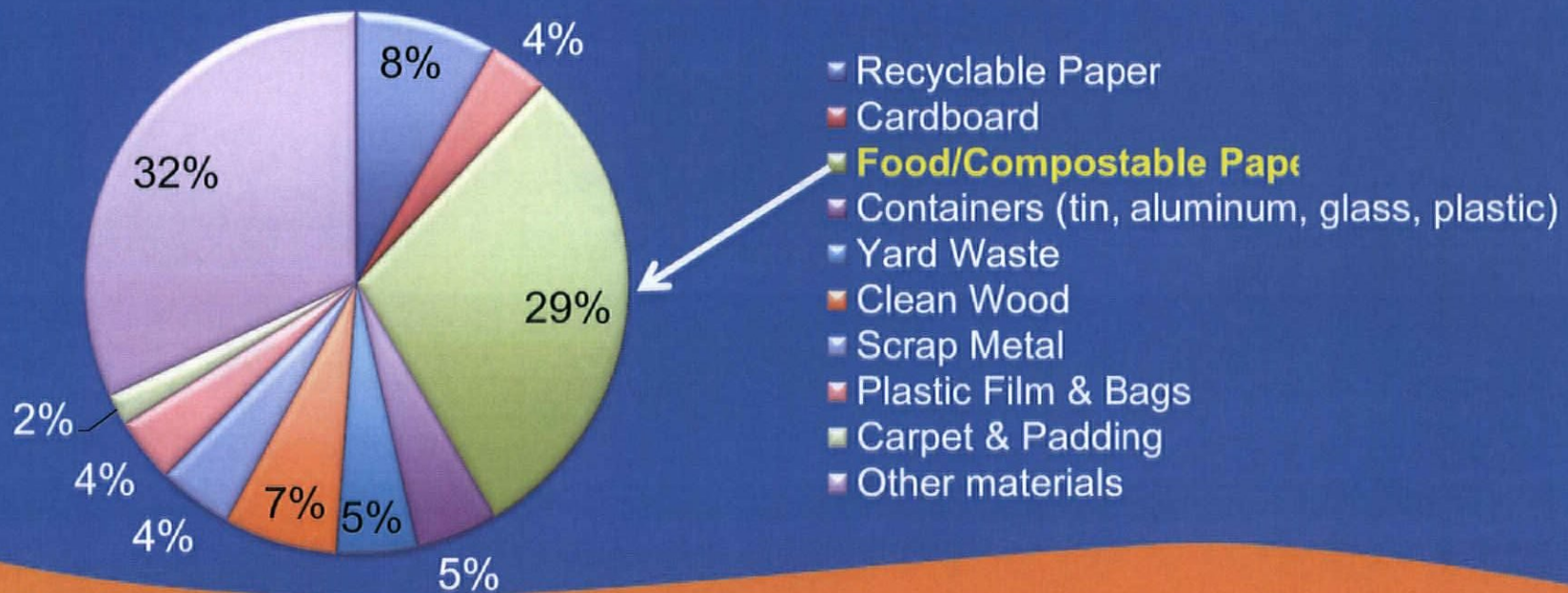
- Collective Action
 - Single family curbside recycling
 - Single family yard waste disposal ban
- Private Sector Partner Support
 - Collection, processing, marketing infrastructure
 - Single stream recycling convenience
- Outreach and Financial Incentives
 - Grants to cities, tip fee, pay as you throw fees

The actions that got us to 53% won't lead us to 70%. New supplemental strategies are needed.

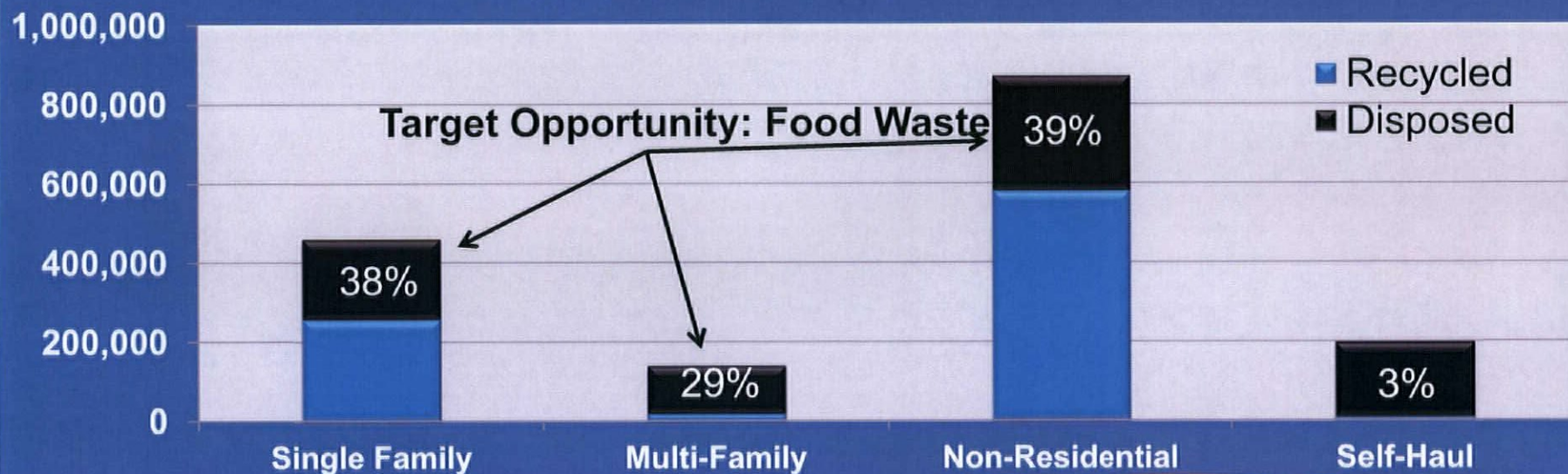
Recycling Is Not Free But Avoids \$10-15 Million Annually In Alternative Disposal Costs

- The single largest factor impacting local landfill capacity is recycling rates.
- 78% of what is taken to the landfill each day could be recycled instead.
- Alternative disposal options start at \$10-15 million annually and quickly rise from there.

What Went To The Landfill Today?



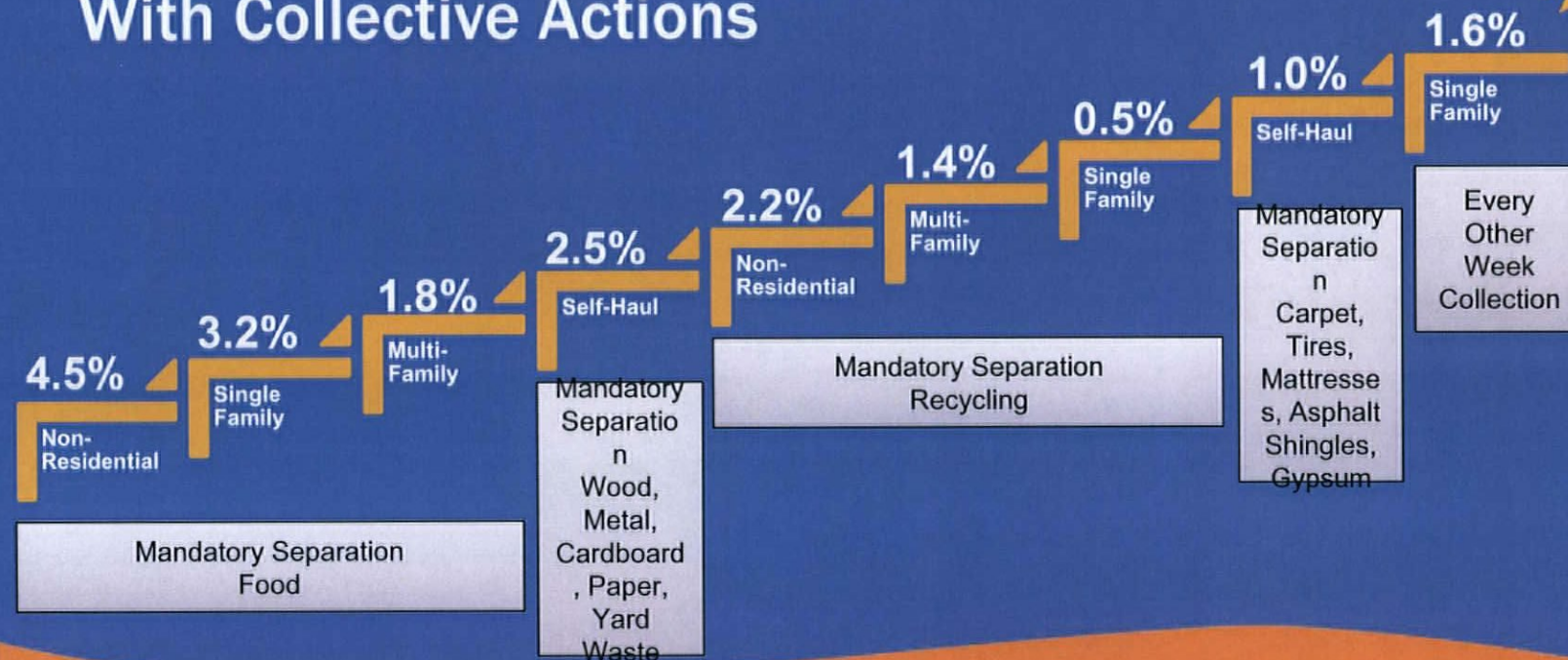
Food Waste Is The Largest Commodity Disposed Regardless of Generator Type



5 Core Principles Can Lead Us To 70%

- Adopt a common set of policies and practices for managing waste and resources. Consistency across the region is key to success.
- Separation of garbage, recyclables, and organics is mandatory.
- Materials added to recycling collection programs are supported by adequate processing capacity, capability and markets.
- A robust enforcement program is in place to support separation of materials in curbside programs (garbage, recyclables, organics).
- The Solid Waste Division has adequate recovery and processing capability to harvest resources present at its facilities

The Roadmap to 70% Is Paved With Collective Actions



70%

Commercial & Multi-family Recycling Space

- Cities & county adopted design requirements in early 1990s.
- Do existing design requirements provide adequate space?
- Update design requirements to meet current recycling needs.
- Update design requirements to address mixed use buildings.

Construction Waste Recycling

- Construction and demolition (C&D) waste must be delivered to county designated facilities.
- Designated facilities will process materials for recycling and disposal.
- Concrete, asphalt paving, bricks, metal, cardboard, gypsum, unpainted/treated wood prohibited from disposal (1/1/16).
- Solid Waste Division will monitor and enforce at designated facilities.
- Adoption of job site recycling requirements by cities and county will support C&D system.



King County
Department of
Natural Resources and Parks
Solid Waste Division

Model code language under development.

7/7/2015

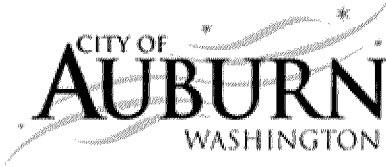
9

Without A Plan, We Would Have To Prepare For More Expensive Disposal Options

- Extending the life of Cedar Hills for as long as possible through recycling programs and physical capacity;
 - Keeps rates low
 - Provides the region more time to evaluate alternative disposal options.



King Street Center
201 South Jackson Street, Suite 701
Seattle, WA 98104-3855
206-477-4466
711 TTY Relay
your.kingcounty.gov/solidwaste



AGENDA BILL APPROVAL FORM

Agenda Subject:

Status Report on Auburn Gateway Project by Robertson Properties Group/Auburn Properties LLC (15 Minute Presentation/5 Minute Q&A)

Date:

July 7, 2015

Department:

Planning and Development

Attachments:

[Vicinity Map](#)

Budget Impact:

\$0

Administrative Recommendation:**Background Summary:**

At the July 13, 2015 2013 City Council Study Session regular meeting, John Manavian and Tamara Thompson of Robertson Properties Group/Auburn Properties LLC (RPG) will be in attendance and will provide a status report on the Auburn Gateway Project to the City Council. A written status report prepared by RPG will be distributed at the meeting.

This briefing is as a result of the Development Agreement that was previously authorized between the City and Robertson Properties Group/Auburn Properties LLC. This Development agreement adopted by Resolution No. 4756 in 2011 provided for periodic project status reports to the City.

Brief Background on the Auburn Gateway Project

In short, the development, known as the "Auburn Gateway Project", consists of redevelopment of the Valley 6 Drive-In theater site and nearby sites also owned by Robertson Properties Group (RPG) or that RPG is considering acquiring or that could be developed cooperatively. Because the Applicant wished to maintain flexibility to tailor the development to future market demand over a 15-year development period, the Applicant identified, for the purpose of the Environmental Impact Statement (EIS) analysis, three different development scenarios as follows:

Land Uses	Alternative 1: Retail and Office	Alternative 2: Retail	Alternative 3: Retail and Residential	Preferred Alternative
Office	1,600,000 gross sq. ft.	NA	NA	Up to 1,600,000 gross floor area
Retail	200,000 gross sq. ft.	720,000 gross sq. ft.	360,000 gross sq. ft.	Up to 720,000 gross floor area
	NA	NA	Up to 500 units	

Multiple Family Residential				Up to 500 dwelling units
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As specified in the EIS, the development could consist of any of these three alternatives or combinations of the three alternatives. Under RPG's proposal (the Preferred Alternative), the range of uses could include up to 1.6 million square feet of office, up to 720,000 square feet of retail space and/or up to 500 multiple family dwelling units. The project could be constructed over approximately 15 years. The scenarios represent the maximum development potential and possible impacts.

Previous Related City Actions

The City Council has previously authorized the following land use approvals related to the Auburn Gateway Project.

NE Auburn/Robertson Properties Special Area Plan – Adopted a new special area plan, as a subarea plan, that establishes policies and land use guidance for this specific portion of the city. This document presents a framework of objectives, policies and implementation measures intended as solutions to the limitations that have previously discouraged development and redevelopment within NE Auburn and proposes actions to facilitate development and protect against environmental impacts. Approved by Ordinance No. 6371 in August of 2011.

Comprehensive Plan Text and Map Amendments – Changed Chapter 14, titled "Comprehensive Plan Map", to recognize that the "Heavy Commercial" comprehensive plan designation can be implemented by a new zoning district referred to as C4, "Mixed Use Commercial" and changed the map to correspond. The changes also modified the discussion of the Special Plan Areas later in the chapter specifically related to the NE Auburn Special Plan Area. Approved by Ordinance No. 6371 in August of 2011.

Zoning Code Text and Map Amendments – Adopted a new zoning chapter referred to as C4, Mixed Use Commercial District that allows a mixture of commercial and multiple family residential uses and changed map to correspond. While similar to C3, Heavy Commercial district, it requires that fuel service stations only be allowed secondary to a permitted use. It would also change the other sections of the zoning code, Chapter 18, such as landscaping, parking, signage, etc. to recognize the new zoning district. Approved by Ordinance No. 6371 in August of 2011.

Planned Action Ordinance – The planned action ordinance as authorized by RCW 43.21C.031 and WAC 197-11-164, -168, and -172 provides for the consolidation of SEPA and Growth Management Act (GMA) requirements through the establishment of a "planned action." Planned Actions are a newer tool under state law that allows the expediting of the

permitting process where environmental analysis has been done prospectively for a specific geographic area of the city. The Planned Action Ordinance (PAO) established the mitigation measures and conditions for approval of the Project within the Northeast Auburn/Robertson Properties Special Area Plan sub-area; and provides for an expedited review and approval of projects that meet the planned action criteria. The PAO was adopted by Ordinance No. 6382 in November 2011.

Development Agreement – The development agreement is a contract between the city and property owner to specify the standards and conditions that will govern development of the property. The agreement addresses how the project will be phased, the required timing of public improvements, the developer's contribution toward funding system-wide community improvements, and other conditions. The Development Agreement was approved by Resolution No. 4756 in November 2011.

More Recent Actions :

Rezone of Additional Property - In October of 2012 the City Council passed Ordinance No. 6426 rezoning four vacant parcels totaling approximately 11 acres located west of D ST NE, north of 49th ST NE and that were more recently acquired by RPG from the classification of C3, "Heavy Commercial" to the C4, "Mixed Use Commercial" zoning classification.

Additional Property Acquisitions – In early 2015 RPG acquired two other properties to be part of the proposed development; a 4.27-acre site referred to as the "Stein Property" for the former property owner. This vacant property located to the NE, was surrounded on three sides by RPG ownership and contains an existing wetland crossing the property boundaries. RPG also acquired a 0.28-acre, triangular-shaped property at the SE corner of their ownership that contained a mobile home that has subsequently been removed. The Development Agreement will require amendment with the City Council in the future to reflect these property acquisitions.

Reviewed by Council Committees:

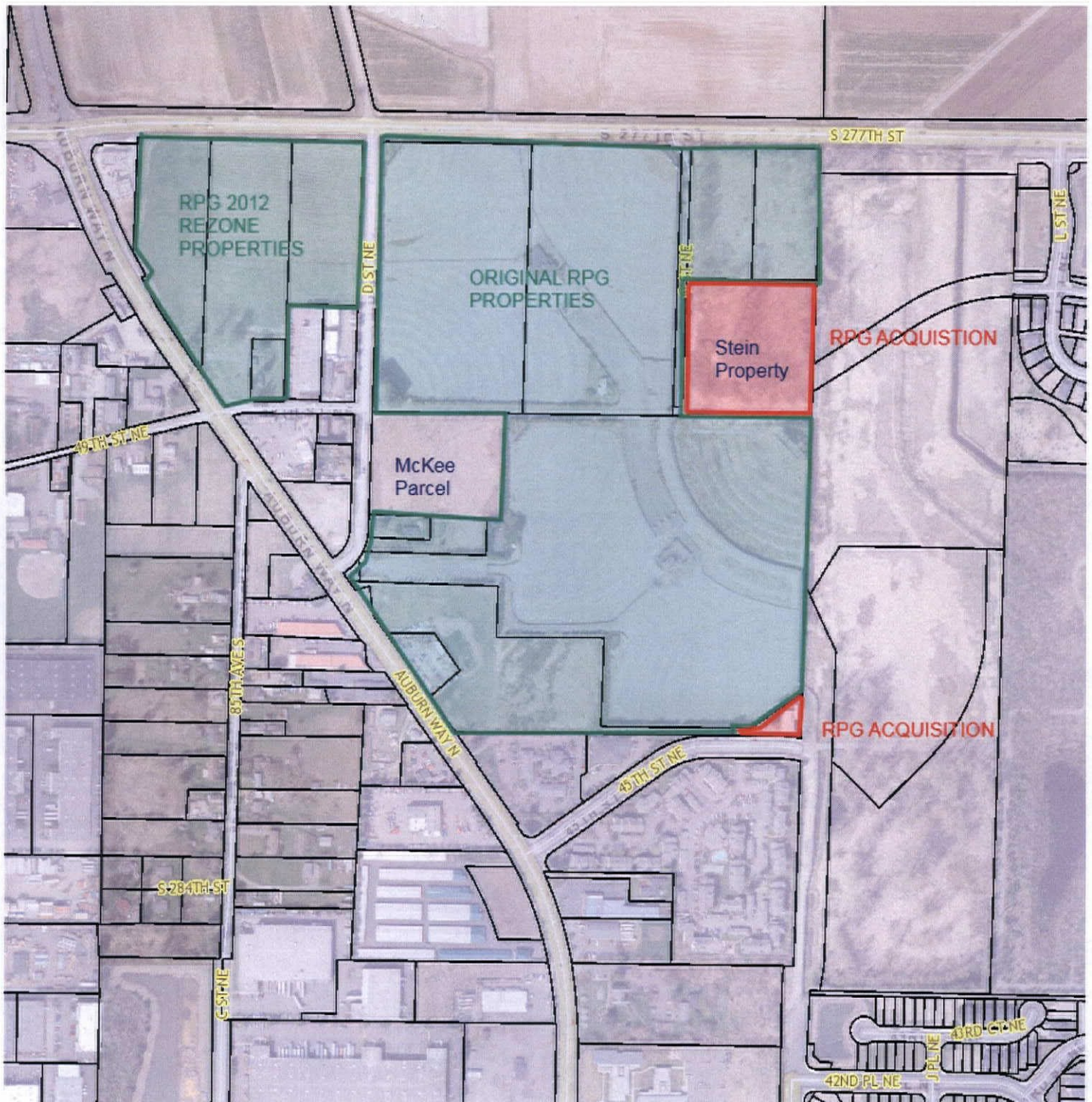
Councilmember:

Staff: Snyder

Meeting Date: July 13, 2015

Item Number: DI.B

RPG's Auburn Gateway Project

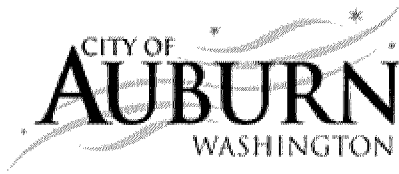


Printed Date: 7/8/2015

Map Created by City of Auburn eGIS

Information shown is for general reference purposes only and does not necessarily represent exact geographic or cartographic data as mapped. The City of Auburn makes no warranty as to its accuracy.





AGENDA BILL APPROVAL FORM

Agenda Subject:

Public Works Project No. CP1317, Meter and Billing System Improvement Project (Automated Metering Infrastructure) (15 Minute Presentation/15 Minute Q&A)

Date:

July 7, 2015

Department:

CD & PW

Attachments:

[Exhibit A - Ferguson Contract](#)

[Exhibit B - Schedule](#)

[Exhibit C - Financing Plan](#)

[Exhibit D - Public Education/Communication Plan](#)

Budget Impact:

\$0

Administrative Recommendation:

For discussion only.

Background Summary:

The Meter and Billing System Improvement Project began in 2012 with the objectives of:

- Reviewing the City's current metering and billing system, including the possible use of Automated Metering Infrastructure (AMI).
- Identifying metering system options, inclusive of full system integration requirements, data processing requirements, and system conversion/implementation issues.
- Identifying other western Washington utilities who have implemented similar systems.
- Presenting a range of alternatives, in the context of a business case and cost-effectiveness framework, with detailed pros and cons.
- Identifying a preferred direction regarding implementation of system improvements.

The potential benefits of an AMI system include:

- more efficient meter reading
- more efficient billing
- reduction in O&M and vehicle fleet costs
- early leak detection and customer notification
- more accurate water usage data

- water use pattern and trend data for water system management and demand forecasting
- tamper and reverse flow detection
- remote connect/disconnect and flow limiting meters
- customer access to their usage data via the internet

A study was conducted by HDR Engineering in 2013 to assist the City in evaluating and selecting the appropriate technology and in developing an implementation plan for an AMI system. City staff contacted and visited other utilities that have or are implementing an AMI system. Four vendors with AMI systems provided presentations for City staff to consider their products. These site visits and presentations included staff from Public Works, Finance, and Information & Technology. Sensus was selected as the preferred vendor; Sensus' local representative is Ferguson Waterworks.

Staff provided a briefing of the study results and information about the preferred vendor to the City Council at a Committee of the Whole Meeting in June 2014 and Council indicated their support for the project.

Through interdepartmental collaboration between Finance, IT, Legal and CDPW, city staff have developed a contract and scope with Ferguson Waterworks, a local supplier of Sensus products, that achieves the City's goals. The intent is to begin installation of the system in mid-2015 with completion by December 2017.

Funding for the project in 2015 will come from the 2013 Revenue Bonds. Funding for the project in 2016 and 2017 will be from appropriate funding sources as determined by the Financing Department and approved by the City Council.

City staff worked with Multi Media to prepare a public education and communication plan for the project. Primary messaging will be in the form of individual communication to businesses and households prior to new meters being installed, and will include letter, door hanger, bill insert, and/or Code Red call. Additional information will be available on the City's website, and through social media (Facebook, Twitter) and the Auburn Magazine.

Discussion:

City staff will provide a PowerPoint presentation on the AMI project at the July 13th Council Study Session. The contract with Ferguson Waterworks is attached for your information. A resolution to approve the Contract will be presented at the City Council meeting on July 20, 2015.

Reviewed by Council Committees:

Councilmember:

Staff: Snyder

Meeting Date: July 13, 2015

Item Number: DI.C

Exhibit A

Ferguson Contract

CONTRACT

Contract No. 15-11

THIS CONTRACT ("Contract") by and between City of Auburn, Washington ("City"), a municipal corporation, and Ferguson Enterprises, Inc. aka Ferguson Waterworks, a registered contractor in the State of Washington, Contractor No. FERGUEI976RW with a place of business at 24025 Woodinville Snohomish Road in Woodinville, WA 98072 ("Ferguson" or "Supplier") (individually a "Party" and collectively the "Parties") is effective upon the later date of execution of this Contract by the City and Supplier ("Effective Date").

WITNESSETH:

WHEREAS, the Supplier has represented to the City it has the specialized expertise and experience necessary to properly provide the Equipment and Implementation Services for a fully functioning Automated Meter Infrastructure (AMI) System, as further defined and required by this Contract, in a timely manner and that its proposal includes all of the functions and features required for the Equipment and Implementation Services; and

WHEREAS, the City has accepted the Supplier's offer to provide the Equipment and Implementation Services in accordance with the Contract Documents as defined herein;

NOW THEREFORE, in consideration of the terms and conditions set forth herein, the Parties agree as **follows:**

Ferguson shall supply and the City shall purchase a complete system as described in this Contract, the Attachments, and other documents referenced herein and incorporated in this Contract by reference as if full restated herein.

The terms and conditions of this Contract are set forth in the following Contract Documents, each of which is attached hereto and are made part of the Contract by this reference in the following order of precedence:

Future Contract Amendments/Change Orders;

This Contract

Contract Attachments;

City of Auburn

Ferguson Enterprises, Inc.

Nancy Backus, Mayor

Date Signed: _____

ATTEST:

Danielle E. Daskam, City Clerk

APPROVED AS TO FORM

Daniel B. Heid, City Attorney

NAME, TITLE

Date Signed: _____

CONTRACT

Contract No. 15-11

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ATTACHMENT F INSURANCE CERTIFICATIONS AND ENDORSEMENTS

ATTACHMENT G CONTRACT BOND

ATTACHMENT H PREVAILING WAGE RATES

DEFINITION OF WORDS AND TERMS

Words and terms shall be given their ordinary and usual meanings. Where used in the Contract Documents, the following words and terms shall have the meanings indicated. The meanings shall be applicable to the singular, plural, masculine, feminine and neuter of the words and terms.

Acceptance or Accepted: Written documentation of the City's determination that the Supplier's work has been completed in accordance with the Contract.

AMI: Automated Meter Infrastructure. For purpose of these Contract Documents, this refers to the AMI system provided by Sensus Metering Systems, consisting of all FlexNet system components, tower gateway base stations, regional network interface, meter transmitters, installation tools and equipment, licensed software (including Sensus' Logic), and all other related components.

Available Meter: A City meter connected to a fully functioning meter transmitter (also known as an endpoint or SmartPoint), that is used in calculating the read rate during a Billing Window. An available meter satisfies all of the following criteria:

- a. It is installed in compliance with the procedures and specifications approved by and provided to the City in writing by the Supplier.
- b. It functions properly, is not damaged, and does not fail to transmit meter reading information during a Billing Window.
- c. It is serviced by a TGB, FNP, or other network equipment that has not been subjected to a power failure greater than eight (8) continuous hours during a Billing Window.
- d. Neither it, nor the TGB, FNP, or any other network equipment that serves that meter has been affected by a Force Majeure event.
- e. Interference or jamming of the radio spectrum is not preventing or interfering with radio communication to or from the meter transmitter, provided the Supplier is diligently working to effect a cure and provides a weekly status report.
- f. It is installed in a mutually agreed upon coverage area of the City, as defined in the Supplier's propagation study.
- g. It has not been reported by the City under the maintenance service agreement with the Supplier, unless the Parties agree that the reason for the report was resolved before the Billing Window opened or that the meter is functioning normally.
- h. Its functioning or performance has not been adversely affected by a failure of the City to perform its obligations or tasks for which it is responsible, or to properly maintain network equipment owned by the City.

Billing Window: A three to four day period beginning one to two days prior to, and ending two days following, the City's preferred billing day for a particular meter.

Change Documentation: A written document agreed upon by the Supplier and the City, which if it creates a

material change to the Contract terms or Specifications shall be executed as a Change Order.

Change Order: A written change to the Contract modifying, deleting or adding to the terms, conditions, or scope of work, signed by the City and the Supplier with or without notice to the sureties.

Commissioning Period: The period beginning with training and concluding with performance testing and final acceptance.

Contract or Contract Documents: The writings and drawings embodying the legally binding obligations between the City and the Supplier for completion of the Work under the Contract.

Contract Price: The total amount payable by the City to the Supplier for performance of the Work in accordance with the Contract.

Contract Schedule: The schedule for the Supplier's provision of the Equipment and Services, and attached as Attachment D.

Contract Time: The total time for the Supplier to perform the Work as set out in the Contract Schedule.

Day: Calendar day.

City: City of Auburn, as the party contracting with the Supplier to receive the Equipment and Services or the Work under this Contract.

Documentation: Technical publications relating to the use of the software or services to be provided by the Supplier under this Contract, such as reference, user, installation, systems administration and technical guides, delivered by the Supplier to the City.

Equipment and Implementation Services: The furnishing of materials, equipment, custom software, consulting, design, labor, time and effort by the Supplier during the installation and initial operation of the supplied AMI system during the contract term.

Ferguson or The Supplier: The corporation contracting with the City to provide the Equipment and Services or perform the Work under this Contract.

Final Acceptance: The date as of when the City acknowledges that the Supplier has performed the Work through installation as defined in Section 2.10 herein.

FlexNet: The AMI system provided by Sensus Metering Systems.

FlexNet Network Portal (FNP): Also referred to as a repeater. A pole-mounted unit with simple store and forward capability that communicates directly to a TGB.

Force Majeure: Means an event that is unforeseeable as of the Effective Date and that is beyond the reasonable control of the Supplier and the City and is limited to:

- Natural disasters declared by the governor of Washington or President of the United States,

including but not limited to earthquakes;

- Acts or omissions of any government entity acting within its governmental capacity;
- Fire or other casualty for which the Supplier or its Subcontractors and/or suppliers are not responsible;
- Quarantine or epidemic;
- Strike or defensive lockout;
- Inability to obtain materials, including delays of carriers, contractors, or suppliers, and
- Unusually Severe Weather Conditions.

Meter Transmitter: Also referred to as a transmitter unit, an endpoint, or a Sensus SmartPoint. The radio transmitter installed at a given meter location to transmit information from the meter register to the FlexNet system.

Person: Includes individuals, associations, firms, companies, corporations, partnerships, and joint ventures.

Project Manager: The individual designated by the City or the Supplier, as applicable, to manage the project on a daily basis and who may represent the City or the Supplier respectively for Contract administration.

Provide: Furnish without additional charge.

RCW: The Revised Code of Washington.

Regional Network Interface (RNI): Equipment and Sensus' Logic software used to gather, store, and report data collected from meter transmitters and TGBs that are part of the FlexNet system. The Logic software operates on the RNI.

Scope of Work: The Scope of Work to be completed by Ferguson is defined in the Contract Documents referenced herein including but not limited to Attachment A Scope of Services. Ferguson agrees to provide and deliver a complete Automated Meter Infrastructure System and Meter Replacement solution subject to the terms of this Contract.

Subcontractors: A subcontractor shall mean an individual, firm, partnership, or corporation having a contract, purchase order, or agreement with the Supplier, or with any Subcontractor of any tier for the performance of any part of the Contract. When the City refers to Subcontractor(s) in the Contract Documents, for the purposes of the Contract Documents and unless otherwise stated herein, the term "Subcontractor(s)" includes, at every level and/or tier, all subcontractors, sub-consultants, suppliers, and materials men. The Supplier shall identify all Subcontractor's that the Supplier proposes to perform any portion of the Work which shall be subject to the City's prior written approval, such approval to be given in the City's sole discretion. Ferguson is responsible for all work performed by its subcontractors and others performing work. The City assumes no contractual responsibility or duties to Ferguson's subcontractors, suppliers, sub-consultants or materials men unless otherwise specifically assumed under the Contract

Documents.

Supplier: Ferguson Enterprises, Inc. aka Ferguson Waterworks

City Specifications: A section of the Contract consisting of written descriptions of Services to be performed, or the Equipment to be provided or the technical requirements to be fulfilled under this Contract and the Contract Documents.

Touch Coupler: An inductive coupler connection from a water meter register to the meter transmitter.

Tower Gateway Basestation (TGB): The hardware, firmware, and software installed at a tower site and used to communicate by radio with meter transmitters and the RNI.

Unread Meter: Any available meter that is not read by the FlexNet system during a Billing Window.

Work: Everything to be provided and done for the fulfillment of the Contract and shall include all Equipment, software, hardware and services specified under this Contract, including Change Orders, also referred to as "Equipment and Services."

SECTION 1. STANDARD CONTRACTUAL TERMS AND CONDITIONS

1.1. Contract Administration and Contract Assignment

This Contract is between the City and the Supplier who shall be responsible for providing the Work described herein.

The Supplier represents that it has or shall obtain all personnel, materials and equipment required to perform the Scope of Work hereunder, including but not limited to that set forth in the Scope of Services, attached as Attachment A.

The Supplier's performance under this Contract shall be monitored and reviewed by a Project Manager appointed by the City. Reports and data required to be provided by the Supplier shall be delivered to the Project Manager. Questions by the Supplier or its Subcontractors regarding interpretation of the terms, provisions and requirements of this Contract shall be addressed to the Project Manager for response.

The City may purchase any supplemental units pursuant to the Pricing Matrix found in Attachment B through the term of the contract. Such additional units will be purchased using purchase orders in accordance with Subsection 2.6.

1.2. Contract Changes

At any time before completion and Final Acceptance of the Work, the City shall have the right to order in writing the omission or addition of Work, or otherwise order changes or alterations in the Work required to be performed by the Supplier, and reasonable deductions or increases shall be made in Contract Price for such omissions, additions, changes or alterations in the Work, time for completion or Contract Price; but no such omissions, additions, changes or alterations shall be made by the Supplier, or paid for by the City, unless and until authorized by the City in writing by Change Order. If the Supplier objects to or otherwise disagrees with any Changer Order, the Supplier shall so notify the City's Project Manager in writing within fifteen (15) days of the date of such modification, submitting with such notification a claim of equitable adjustment. If the Supplier fails to so notify the City as provided herein, such modification shall be final and accepted by the Supplier and shall become part of the Contract between the Parties. The City will ordinarily respond to such claim within fifteen (15) days, but the City's failure to respond shall be deemed a denial and the Supplier may make a claim pursuant to Section 1.14.

1.3. Taxes, Licenses, and Certificate Requirements

Each Party agrees to comply with all applicable federal, state and local laws, regulations, ordinances, and orders and to promptly pay when due all taxes and contributions to trust funds. The City may require certificates from federal, state, local or private bodies showing that all obligations are current and not delinquent and, in the event the City is held liable to pay any such taxes or contributions; the Supplier agrees to supply the City with all records necessary to compute the same and to fully reimburse the City upon demand for the amount (including penalties and interest) paid by the City, and the City shall have the right to offset any amount so paid against any sums due the Supplier hereunder.

1.4. Termination for Default or Convenience

A. Termination for Default

1. The City may terminate the Work, or any part of it, for cause upon the occurrence of any one or more of the following events:
 - a. The Supplier fails to prosecute the Work or any portion thereof with sufficient diligence to reasonably ensure completion of the Work by the applicable Contract milestones as set forth in Attachment D;
 - b. The Supplier is adjudged bankrupt, makes a general assignment for the benefit of its creditors, or a receiver is appointed on account of its insolvency;
 - c. The Supplier fails in a material way to repair, replace or correct work not in conformance with the Contract;
 - d. The Supplier repeatedly fails in a material way to supply skilled workers, or proper services, materials or equipment;
 - e. The Supplier repeatedly fails to make prompt payment to its employees or subcontractors;
 - f. The Supplier materially disregards or fails to comply with laws, ordinances, rules, regulations, permits, easements or orders of any public authority having jurisdiction;
 - g. The Supplier fails to materially comply with all reasonable safety requirements proposed in writing by the City; or
 - h. The Supplier is otherwise in material breach of any provision of the Contract.
2. If the City reasonably believes that one of the aforementioned events has occurred, the City will provide the Supplier with written notice of its intent to terminate the Contract for default ("Notice of Default"), specifying the ground(s) for termination. The City, following communications with Supplier, shall require the Supplier, at the Supplier's sole expense, to either, (a) within fifteen (15) days of the date of notice of default, correct, (or be making reasonable progress toward correcting, the deficiencies noted in the City's "Notice of Default"; or (b) within ten (10) days of the date of notice of default, provide the City with a written corrective action plan as to how such deficiencies will be remedied or cured in a timely fashion. However, if after receipt of the proposed remedy, the City reasonably concludes that the Supplier has (a) failed or is unwilling to repair, replace or correct the deficiencies, or (b) failed or is unwilling to provide a reasonable and satisfactory corrective action plan, the City shall thereafter have the right to terminate some or all of the Work for default. The Supplier shall receive written notice of the termination ("Notice of Termination").
3. Upon termination, the City may finish the Work by whatever commercially reasonable method it deems reasonably expedient.
4. Upon Termination for Default, the Supplier shall be liable for all direct and substantiated reasonable costs to correct and complete the Work.

5. In the event of Termination for Default, the City shall only pay the Supplier for the Work successfully completed prior to the date of termination and accepted by the City. The City shall not be responsible for any other the Supplier costs, expenses, or damages including any consequential, special, or incidental damages or lost profits associated with the Contract. In no event shall the City reimburse the Supplier for any costs directly or indirectly related to the cause of the Termination for Default.
6. If, after Termination for Default, it is determined that the Supplier was not in default, the rights and obligations of the Parties will be the same as if the termination had been issued for the convenience of the City.
7. Termination for Default of some or all of the Work shall not relieve Supplier of its obligations under the Contract for Work installed by Supplier prior to such termination including the requirement that the Work be installed and supplied in accord with the Contract Documents. In addition, Termination for Default shall not relieve the Supplier's surety for any liability or obligations under its payment or performance bonds.
8. Unless otherwise provided under the terms of this Contract, the parties mutually waive all claims against each other for punitive, special, incidental, or consequential damages arising from or related to this Contract.

B. Termination for Convenience

1. Upon five (5) days written notice to the Supplier, the City may terminate the Work, or any part of it for the convenience of the City.
2. If the City terminates the Work or any portion thereof for convenience, the Supplier may make a request for adjustment and payment for:
 - a. Reasonable direct costs and reasonable profit and overhead for all acceptable Work completed prior to the effective date of the termination and not previously paid for by the City together with unavoidable material and equipment charges related to the termination; the Supplier shall not be entitled to any other costs or damages; provided, in no event shall the total sum payable upon termination for convenience exceed the adjusted total Contract Price (including all approved change orders) stated in Subsection 2.1, as reduced by prior payments.

C. The Supplier's Obligations During Termination

Unless the City directs otherwise, after receipt of a written notice of Termination for Default or Termination for Convenience, the Supplier shall promptly:

1. Stop performing Work on the date as specified in the notice of termination;
2. Place no further orders for materials, equipment, services or facilities, except as may be necessary for completion of such portion of the Work not terminated;

3. To the extent permitted, cancel all orders upon terms acceptable to the City, to the extent that they relate to the performance of the terminated Work;
4. To the extent permitted, assign as specifically requested by the City all of the rights, title, and interest of the Supplier in all orders.

1.5. Laws and Venue

In the event that either Party shall bring a lawsuit or action related to or arising out of this Contract, such lawsuit or action shall be brought in the Superior Court, King County, Washington. This Contract shall be governed by, and construed and enforced in accordance with the laws of the State of Washington.

1.6. Independent Status of the Supplier

In the performance of this Contract, the Parties shall be acting in their individual, corporate or governmental capacities and not as agents, employees, partners, joint ventures, or associates of one another. The Parties intend that an independent contractor relationship shall be created by this Contract. The employees or agents of one Party shall not be deemed or construed to be the employees or agents of the other Party for any purpose whatsoever. The Supplier shall not make any claim of right, privilege or benefit, which would accrue, to an employee under chapter 41.06 RCW or Title 51 RCW against the City.

1.7. Non-disclosure of Data

Data provided by or to the City either before or after the Effective Date of the Contract shall only be used for its intended purpose. The City, Supplier and Subcontractors shall not utilize nor distribute the supplied data in any form without the prior express written approval of the other parties to the agreement subject to disclosure that may be required by the Public Disclosure Act or other judicial and quasi-judicial disclosure as required by law. If a disclosure is required by law, the party required by law to disclose the data shall notify the other parties of the request and allow the other parties to the Contract ten (10) days to take whatever action deemed necessary to protect their interests. If the other parties to the Contract fail to take such action within said period, the party required by law to disclose shall release the data.

1.8. Non-disclosure Obligation

While performing the Work under this Contract, the Supplier may encounter personal information, licensed technology, software, documentation, drawings, schematics, manuals, data and other materials described as "Confidential," "Proprietary," or "Business Secret." The Supplier shall not disclose or publish the information and material received or used in performance of this Contract. This obligation is perpetual. The Contract imposes no obligation upon the Supplier with respect to confidential information which the Supplier can establish that: (i) was in the possession of, or was rightfully known by the Supplier without an obligation to maintain its confidentiality prior to receipt from the City or a third party; (ii) is or becomes generally known to the public without violation of this Contract; (iii) is obtained by the Supplier in good faith from a third party having the right to disclose it without an obligation of confidentiality; or, (iv) is independently developed by the Supplier without the participation of individuals who have had access to the City's or the third party's confidential information. If the Supplier is required by law to disclose confidential information, the Supplier shall notify the City of such requirement at least ten (10) days prior to

disclosure.

1.9. Public Disclosure Requests

The Contract Documents shall be considered public documents and, with exceptions provided under public disclosure laws, shall be available for inspection and copying by the public.

If the Supplier considers any portion of the Work, including software, data and related materials, delivered to the City to be protected under the law, the Supplier shall clearly identify each such item with words such as "CONFIDENTIAL," "PROPRIETARY," or "BUSINESS SECRET." If a request is made for disclosure of such item, the City shall determine whether the material should be made available under the law. If the material or parts thereof are determined by the City to be exempt from public disclosure, the City shall not release the exempted documents. If the material is not exempt from public disclosure law, or the City is not in the position to make such a determination, the City shall notify the Supplier of the request and allow the Supplier ten (10) days to take whatever action it deems necessary to protect its interests. If the Supplier fails or neglects to take such action within said period, the City shall release the item(s) at issue. By signing this Contract, the Supplier agrees to the procedure outlined in this Subsection and shall have no claim against the City on account of actions taken under such procedure.

1.10. No Prototype Components

All equipment and materials furnished under this Contract shall be in production and be used by customers comparable to the City at the time of the Contract Effective Date. Test or prototype items shall be clearly identified as such and shall be subject to rejection by the City. A sufficient inventory of Equipment shall be available to meet delivery requirements.

1.11. Changed Requirements

New Federal, State and City laws, regulations, ordinances, policies and administrative practices may be established after the Effective Date of this Contract and may apply to this Contract. To achieve compliance with changing requirements, the Supplier agrees to accept all changed requirements that apply to this Contract and require Subcontractors to comply with revised requirements as well. If the Supplier believes such changes entitle it to a change in Contract Price or Contract Time, it shall submit a Change Order request to the City in compliance with Subsection 1.2 Contract Changes.

1.12. Assignment

Supplier Nonassignment. The Supplier shall not assign any interest, obligation or benefit under or in this Contract or transfer any interest in the same, whether by assignment or novation, without prior written consent of the City, and such consent shall not be unreasonably withheld or delayed.

1.13. Indemnification and Hold Harmless

A. Supplier's Obligations

1. Subject to Subsection 1.4, the Supplier shall indemnify and hold harmless the City, its elected and appointed officials, officers, employees and agents from and against all claims, damages, losses and expenses, including costs of defense as defined herein, arising out of or resulting from the performance of the Work, and shall, after reasonable notice, defend and pay the expense of defending any suit, and will pay any judgment, provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom; and (2) is caused in whole or in part by any act or omission of the Supplier, any subcontractor, anyone directly or indirectly employed or retained by any of them or anyone for whose acts any of them may be liable.
2. In any and all claims against the City or any of its officers, agents or employees by any employee of the Supplier, any subcontractor, anyone directly or indirectly employed by any one of them or anyone for whose acts any of them may be liable, the indemnification obligation under this article shall not be limited in any way by benefits payable by or for the Supplier or any subcontractor under Workmen's compensation acts, disability benefit acts or other employee benefit acts.
3. Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Supplier and the City, its members, officers, employees and agents, the Supplier's liability hereunder shall be only to the extent of the Supplier's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes Supplier's and the City's waiver of immunity under industrial insurance, Title 51 RCW, solely for the purposes of this indemnification. This Title 51 RCW waiver has been mutually negotiated by the parties.
4. Supplier shall require similar indemnity provisions and waivers in all of its subcontractor and supplier agreements which are executed specifically in connection with this Project.

1.14. Disputes, Claims and Appeals

The Supplier shall promptly address all claims for additional compensation, extensions of time, including all claims for equitable adjustment in writing to the Project Manager immediately, and follow up with detailed information within twenty (20) days of the date of knowledge of the events, circumstances, or occurrence giving rise to the claim. No claim shall be allowed for additional compensation or extensions of time or equitable adjustment for events, circumstances, or other causes occurring more than twenty (20) days prior to the Supplier giving notice of the claim as required by this paragraph. The Project Manager shall ordinarily respond to the Supplier in writing with a decision, but absent such written response, the claim shall be deemed denied upon the fifteenth (15) day following receipt of Supplier's claim by the project Manager.

Pending final decision of a dispute hereunder, the Supplier shall proceed diligently with the performance of the Contract and in accordance with the direction of the Project Manager. Complying with the claim provisions of this paragraph are a condition precedent to filing any lawsuit by the Supplier for obtaining additional compensation, extensions of time, or equitable adjustments related directly or indirectly to the

work and/or this Contract. This claim procedure is the exclusive means in the Contract of obtaining adjustments to the contract price, compensation, and time to complete the work.

1.15. Severability

Should any provision of this Contract now or at any time during the term hereof be in conflict with any federal, state or municipal law, regulation or the like, or any applicable judicial decision, then such provision shall continue in full effect only to the extent permitted. In the event any provision of this Contract is thus held in operative, the remaining provisions of this Contract shall nevertheless remain in full force and effect.

1.16. Nonwaiver of Breach

A waiver by any party to this Contract of any provision of the Contract shall not constitute a waiver of any further or additional breach of such provision or of any other provision. No provision of this Contract may be waived except by a written notice expressing the intent to waive or otherwise modify the provision. This Contract may only be amended by a Change Order executed in accord with the terms of this Contract.

1.17. Prohibition on Asbestos-Containing Products

Not used.

1.18. Patents, Royalties and AML Supplier's Infringement Indemnity

The Supplier is responsible for paying all license fees, royalties or the costs of defending claims for the infringement of any intellectual property that may be used in performing this Contract. Before final payment is made on this Contract, the Supplier shall, if requested by the City, furnish acceptable proof of a proper release from all such fees or claims.

Supplier's Infringement Indemnity. Supplier shall indemnify and hold the City harmless from and against any and all third-party suits, actions, losses, damages, claims or liability of any type of character, type or description, including, but not limited to, all expenses of litigation, court costs and attorneys' fees, based upon any claim of infringement of any patent or other license or intellectual property right (whether by way of trademark or otherwise) resulting directly or indirectly from the manufacture, sale, supply or importation of the parts and components or their use in a waste water treatment plant. Supplier agrees to notify the City as soon as reasonably possible of any material matters with respect to which the foregoing indemnity is likely to apply and of which the Supplier has actual knowledge. If notified in writing of any action or claim for which the Supplier may be liable to provide indemnity, the Supplier shall, without limitation, defend (subject to reasonable consultation with the City) such action or claim at Supplier's expense and pay the cost and damages and attorneys' fees awarded against the City in such action or claim; provided, however, that the Supplier shall have the reasonable right to control the defense and settlement of all such actions or claims, which settlement shall be subject to the consent of the City if applicable, not to be unreasonably withheld or delayed. Indemnification pursuant to this provision shall not be predicated on the City having made payment on any such claim. The obligations of this Subsection 1.18 shall survive Contract completion or termination and/or assignment of this Contract.

Supplier grants the City a royalty-free irrevocable non-exclusive license to use the technologies provided and contained in the materials furnished for the relevant Automated Meter Infrastructure System project.

1.19. Design Defects

The City shall declare a design defect (from the manufacturing or product design process) in the event that twenty percent (20%) of the items purchased under this Contract fail for the same failure. Subject to Sections 2.11 and 2.13, the City, Supplier and manufacturer shall work together to provide a modification, redesign or a plan to correct the defect within thirty (30) days of receipt of the notification.

Subject to Sections 2.11 and 2.13, the warranty period and terms for corrected items shall be the same as for the initial items purchased under this Contract and shall begin on the correction of the defect as determined by the City.

1.20. Contract Schedule

Notwithstanding any other remedies allowed under this Contract, the Parties agree that time is of the essence on each and every portion of the Contract. Milestone dates have been established for the performance of the Contract. These milestone dates shall only be changed via a Change Order.

1.21. Patents, Copyrights and Rights in Data

Any patentable result or materials suitable for copyright arising out of this Contract shall be owned and retained by the City excluding improvements to Supplier's own previously patented and copyrighted items, which shall and do remain the sole and exclusive property of the Supplier. The City in its sole discretion shall determine whether it is in the public's interest to release or make available any patent or copyright owned by the City.

The Supplier agrees that the City shall own any plans, drawing, designs, scope of Work, technical reports, operating manuals, calculations, notes and other Work submitted or which is specified to be delivered under this Contract, whether or not complete (referred to in this Subsection as "Subject Data").

Notwithstanding the above, nothing in this Contract transfers any right, title or interest in or to any previously patented or copyrighted items of the Supplier to the City or any other party.

1.22. Bankruptcy

In the event the Supplier shall, at any time when this Contract is in effect, be adjudicated bankrupt, make an assignment for the benefit of creditors, commit any act of insolvency, or fail to pay promptly when due all bills and charges for labor, materials, and rental of equipment used in the performance of this Contract or of insolvency, or fail to pay promptly when due all bills and charges for labor, materials, and rental of equipment used in the performance of this Contract, or required by this Contract to be paid, and/or in the event of Supplier's failure to perform promptly each and every obligation required hereunder, the City, upon mailing a written notice to Supplier, may take over the Work or any separable part thereof, and complete the same, or have same completed at Supplier's expense, and in taking over City shall have the right, for the purpose of completing the Work hereunder, to take possession of all drawings belonging to Supplier,

and for such purpose this Contract shall be construed as an assignment by Supplier to City of said drawings. Such taking over shall not constitute or be construed as a waiver by City of any action, claim or demand City may have against Supplier by reason of injury or damage resulting to City because of Supplier's failure of performance hereunder.

1.23. Audits

- A. The Supplier and its Subcontractors, shall maintain books, records, documents, and other evidence directly pertinent to performance of the work under this Contract in accordance with generally accepted accounting principles and its customary practices. The City shall, for the purpose of audit and examination, have reasonable access to and be permitted to reasonably inspect such books, records, documents, and other evidence directly related to this Contract for inspection, audit and copying for a period of three years after completion of this Contract. Written notice of any audit shall be provided in advance to Supplier and any and all costs shall be paid by the City. Such information, relating solely to this Contract, shall include but not be limited to:
 - 1. A statement about the accounting system indicating the following:
 - a. An overview of the accounting system and its capability to track costs and provide financial information.
 - b. Written procedures and policies concerning the accounting system, timekeeping, payroll, purchased services and materials, direct and indirect cost control, asset capitalization, depreciation, and pre-contract costs.
 - 2. Chart of accounts including definition of what is included in each account.
- B. Audits conducted under this Section shall be in accordance with generally accepted auditing standards and established procedures and guidelines.

1.24. Contract and Performance Bond

The Supplier shall provide an executed Performance Bond for the amount of the sum of the prices for all Service Items inclusive in Attachment B (Pricing Matrix). The bond shall:

- A. Be on the form set forth in Attachment G;
- B. Be signed by an approved Surety (or Sureties) that:
 - 1. Is registered with the Washington State Insurance Commissioner, and
 - 2. Appears on the current Authorized Insurance List in the State of Washington published by the Office of the Insurance Commissioner;

- C. Be conditioned upon the faithful performance of the Contract by the Supplier within the prescribed time;
- D. Guarantee that the Surety shall indemnify, defend, and protect the City against any claim of direct or indirect loss resulting from the failure:
 - 1. Of the Supplier (or any employees, subcontractors, or lower tier subcontractors of the Supplier) to faithfully perform the Contract, or
 - 2. Of the Supplier (or any employees, subcontractors, or lower tier subcontractors of the Supplier) to pay all laborers, mechanics, subcontractors, lower tier subcontractors, materials person, or any person who provide supplies or provisions for carrying out the Work.
- E. Be accompanied by a power of attorney for the Surety's officer empowered to sign the bond; and,
- F. Be signed by an officer of the Supplier empowered to sign official statements (sole proprietor or partner). If the Supplier is a corporation, the bond must be signed by the president or vice-president, unless accompanied by written proof of the authority of individual signing the bond to bind the corporation (i.e., a corporate resolution, power of attorney, or a letter to such effect by the president or vice-president.
- G. The bonds will remain in force for one (1) year following Final Acceptance Date of the Contract to insure Contract defects during the one-year warranty period in Section 2.14.

1.25 Prevailing Wage Requirements, RCW 39.12

This Contract is subject to payment of prevailing wages in accord with Title 39.12 RCW. Supplier and all entities contracting with Supplier for completion of the work required by this Contract shall pay all workers at least the prevailing wage for each classification as established by the Industrial Statistician for the Department of Labor & Industries and shall otherwise fully comply with the Washington Prevailing Wage Act and associated regulations.

Supplier is directed to the Washington Department of Labor & Industries website for prevailing wage rates required for this Contract. The rates that apply to this Contract shall be the most recent rates published by the Industrial Statistician as of the date Supplier executes the Contract and shall be attached to the final executed contract as Attachment H.

SECTION 2. ADDITIONAL CONTRACT TERMS AND CONDITIONS

2.1. Execution of the Contract and Total Price

- A. The documents constituting the Contract between the City and the Supplier are intended to be complementary so that what is required by anyone of them shall be as binding as if called for by all of them. In the event of any conflicting provisions or requirements within the several

parts of the Contract Documents, they shall take precedence as listed on the Contract Form. The date the Contract Form is countersigned by the City is the Contract Effective Date. No other act of the City shall constitute Contract award. After Contract award, the City shall issue a "Notice to Proceed" detailing the Work to be performed. Purchase of Equipment shall be by Purchase Order. The Contract Price shall not be adjusted unless authorized by a Change Order in accordance with Subsection 1.2 Contract Changes and the Claim Procedures required by Subsection 1.14.

- B. City Equipment and City Services may be purchased at the City's option based on the unit prices set forth in Attachment B.
- C. The Contract may be executed in two counterparts, each of which shall be deemed an original and which shall together constitute one Contract.
- D. Cooperative purchase by other governmental or municipal agencies shall only be allowed in compliance with RCW 39.34 and the execution of an Intergovernmental Cooperative Purchasing Agreement as appropriate.

2.2. Contract Term and Notice to Proceed

- A. The term of this Contract shall commence on the Effective Date of the Contract and continue until December 31, 2017 as set forth in the Contract Schedule unless terminated earlier pursuant to the provisions of Subsection 1.4.
- B. Notice(s) to Proceed shall be issued referencing this Contract. Notices to Proceed shall define and authorize the Work by the Supplier based on the Work contained in Attachment A. The Notice(s) to Proceed issued by the City may confirm duly executed Change Orders to the Contract terms, funding or other matters subject to Subsection 1.2, Contract Changes. The Supplier shall commence the Work upon receipt of the Notice to Proceed and shall diligently prosecute the same in conformity with the Contract Schedule, which the City may change from time to time for any reason.

2.3. Schedule

The schedule by which the Supplier shall provide the Equipment and Services required by this Contract is attached hereto as Attachment D and incorporate herein by this reference.

2.4. Notices

All notices or Documentation required or provided pursuant to this Contract shall be in writing and shall be deemed duly given when delivered to the addresses first set forth below.

For Project Management related notices or Documentation:

City of Auburn	Ferguson Enterprises, Inc.
Susan Fenhaus, Water Utility Engineer 25 West Main Street Auburn, WA 98001 Phone: (253) 804-5061 Email: sfenhaus@auburnwa.gov	_____, Project Manager Address 24025 Snohomish Woodinville Rd Address Woodinville, WA 98072 Phone: (503) 209-2027 Email: _____@ferguson.com

A. Invoice Schedule

The Contract Schedule that identifies the major milestones in the Work is attached hereto as Attachment D and incorporated herein by this reference.

FAILURE TO COMPLY WITH THESE REQUIREMENTS OR TO PROVIDE AN INVOICE
IN CONFORMANCE WITH THE CONTRACT MAY DELAY PAYMENT.

B. Subcontractor Prompt Payment

The Supplier shall pay each Subcontractor under this Contract for satisfactory performance of its subcontract according to the terms agreed to between the Supplier and each of its Subcontractors. The Supplier shall pay any and all bills when due for all charges in connection with the Work. Failure to comply with the provisions of this paragraph shall constitute a default under this Contract. At any time the City may request, as a condition precedent to payment under this Subsection 2.5, reasonable and customary lien releases from Subcontractors for the completed portion of the Subcontractor's work shall be provided to the City in a form acceptable to the City.

C. Payment Procedures for Equipment and Implementation Services and Other Purchases

Attached as Attachment D is the Contract Schedule that identifies the major Implementation Services milestones. Within thirty (30) days of the Notice to Proceed for this Contract, the Supplier shall submit to the City a more detailed schedule of values that accurately defines the Work (or deliverables) performed for each water meter route designated by the City and a refined value of such Work. The final schedule of values shall substantially conform to the preliminary schedule attached as Attachment D and shall be subject to the Project Manager's approval prior to implementation. Such approval shall not be unreasonably withheld or delayed. The revised and approved Schedule of Values shall include line items, which reflect the values associated with the major components of the AMI system in such detail to allow the Project Manager to monitor and track monthly progress and percentage completion of the Work to ensure timely progress and approval of progress payments.

Payment terms are NET 45. Progress payments are subject to and conditioned on the successful, timely completion of each water meter route. Progress payments will be made against the allocated funds for each milestone as invoiced and approved by the Project Manager. Such approval shall not be unreasonably withheld or delayed. However, the Supplier

shall not be entitled to any payment for successive milestones if the deliverables from the previous milestone have not been accepted by the City.

Following the request by purchase order for Equipment and the delivery of the same, the Supplier shall invoice the City. The City will pay for actual equipment or hardware that is on hand for this project. The City will make payments according to the contract based installation services on completion of each water meter route. The quantities provided for each month are estimated annual requirements. The City will place orders as needed in lots per month or as determined by the City.

Payments are subject to retainage in the amount of 5% of each invoice. The retainage shall be fully paid to Contractor within sixty (60) days following completion of the Work, provided, however, that if the Work is to be completed in phases, the retainage for each Phase shall be paid upon completion of such phase.

D. General Condition

Before any payment can be made, the Supplier must submit a completed W-9 form to the City.

2.5 Not Used

2.6. Pricing

Prices for Equipment and Services furnished under this Contract shall remain effective through December 31, 2017. All adjustments to the contract price and equitable adjustments including all claims under Subsection 1.14 herein shall be in accord with this pricing and subparagraph 2.8 herein.

Future purchases of equipment beyond December 31, 2017, including new equipment needed to extend AMI system service to new City customers or an expanded City service area, will be based on the published list price less 12% for all equipment in effect for the year of purchase, or current pricing at time of order, whichever is less.

AMI system equipment purchased under this contract will be based upon orders placed by the City. Deliveries of ordered equipment will be shipped to the City. Supplier will pay all freight charges for such deliveries, including return of equipment that the City is submitting for warranty replacement. Supplier will agree to the pricing terms of this contract as long as the supplier retains the distribution rights to the Sensus product line in this territory and current Sensus Distributor pricing discount scheme remains in effect.

2.7. Shipping Charges

All prices shall include freight FOB to the delivery point(s) designated by the City. The City shall reject requests for additional compensation for freight charges.

2.8. Direct Costs Related to Additional Work

All direct costs for additional work, if any, performed by the Supplier at the City's request, and included in a Change Order, shall be billed at cost plus 10% and in accordance with subparagraph 2.6 above.

The Supplier's costs for travel, lodging, meal expenses, equipment, materials and supplies, equipment rental and all other costs related to the Work are included in the Total Price (section 2.1A) and will NOT be billed separately to the City. The Supplier or Sensus Metering Systems' costs for travel, lodging, meal expenses, equipment, materials and supplies, equipment rental and all other costs related to additional work will be included in the price negotiated for the additional work and will NOT be billed separately to the City.

2.9. Acceptance Process

The City may give iterative acceptances as the Work is accomplished either by phase or milestone, as described in Attachment A. The Supplier shall give the City "notice of completion" of Work related to a specific milestone following the Supplier's substantial completion of all such Work associated with the Milestone or phase.

A. Acceptance Process

Upon completion of the milestone deliverables the Supplier shall notify the City in writing (e-mail to address identified in section 2.4 preferred) and the Acceptance process will commence. Acceptance shall be based on conformance with the milestone guidelines. After notice by Supplier of completion of the milestone, City will issue a written notice of milestone Acceptance or provide Supplier with a notification of rejection, which will include documentation of the specific grounds for rejection, outlining items not in compliance with the deliverable guidelines. Acceptance shall not be unreasonably withheld or delayed.

B. Correction of Deficiencies Process

If a deliverable is rejected, the Supplier will have a commercially practicable time to correct items documented in the City's notification of rejection. Following the delivery of Suppliers' notice that the Work has been corrected, the City will issue a written notice of Acceptance or provide Supplier with a notification of rejection, which will include documentation of the specific grounds for the rejection, outlining Work not in compliance with the milestone. The project schedule will be adjusted accordingly in the event that a dispute regarding the method or accuracy of the correction causes a delay. If the deliverable(s) fails to comply with the milestone after Suppliers' second attempt to correct the Work and no agreed resolution is reached between the City's Project Manager and the Supplier's Project Manager, the City will determine the appropriate corrective actions.

2.10. Final Acceptance Process

The City shall begin the Final Acceptance process in accordance with the Contract as follows:

- A. Final Acceptance shall be based on successful completion of the Scope of Services, as described in Attachment A.
- B. If the City Accepts the Work, the City will send a notice of Final Acceptance to the Supplier indicating the successful completion of the performance testing described in the Scope of Services, Attachment A.
- C. If the City determines that the Work is not acceptable, the City shall notify the Supplier in writing, describing the deficiencies.
- D. The Supplier shall either provide a detailed, written plan to achieve Final Acceptance or to make corrections or replacements within a mutually agreed upon time period with no charge to the City. The Parties shall mutually agree on a start date for beginning another Performance test as described in Attachment A, Scope of Services.
- E. If the City Accepts the Work following a second or subsequent Performance Test the City will send a notice of Final Acceptance to the Supplier.
- F. If the Supplier does not correct or replace the unacceptable Work the City may declare a breach of contract.
- G. Final Acceptance shall not be unreasonably withheld or delayed.

2.11. Warranty Provisions

Subject to Subsection 1.4, Supplier warrants that all products supplied shall be new and shall be installed in accord with manufacturer's instructions and requirements in a good and workmanlike manner. Supplier's warranties under this Contract do not include the performance or suitability of any manufactured or prefabricated goods and all such warranties are limited to those offered by the respective manufacturer or fabricator. To the extent permitted, Supplier hereby assigns all manufacturer or fabricator warranties to the City and agrees to assist the City in any claims under those warranties.

2.12. Express Warranties for Implementation Services

- A. The Supplier warrants that:
 - 1. The Implementation Services shall in all material respects conform to the requirements of this Contract.
 - 2. Qualified, professional personnel with in-depth knowledge shall perform the Implementation Services in a timely and professional manner, and that the Implementation Services shall conform to the standards generally observed in the industry for similar Implementation Services.
 - 3. The Implementation Services shall be in compliance with all manufacturer warranties and installation instructions, applicable laws, rules and regulations.

- B. Subject to Subsection 1.4, upon receipt of notice from the City that the Implementation Services were not performed in accordance with the limited warranty herein, the Supplier shall re-perform the services to the City's reasonable satisfaction in accord with the provisions of Subparagraph 2.14 below.

2.13. Equipment Warranty

For specific terms of the Equipment Warranty, see Attachment E incorporated in its entirety as if fully set forth herein. The sole and exclusive remedy for Equipment alleged to be defective in workmanship or material will be the repair or replacement of the Equipment, subject to the manufacturer's inspection and warranty.

In addition, the annual maintenance agreement between the City and the Supplier is provided in Attachment C.

2.14. Defective Work and Supplier Warranty Service

- A. Supplier agrees to return to the project and repair or replace any of its installation work and services that fail to perform as required by the Contract for a period of twelve (12) months from Final Acceptance Date of the work (the "Warranty Service Period"). Supplier's warranty service is in addition to all other obligations and duties under this Contract including but not limited to Supplier's warranty that the work comply with the requirements of this Contract. During the Warranty Service Period, if the City determines that Supplier's work is not performing as required under this Contract, the City will give Supplier written notice of the deficiency and Supplier will respond by repairing or replacing the work to the City's reasonable satisfaction within five (5) working days of receiving the notice. The Supplier's obligation to repair or replace work is limited to the work performed by Supplier and its subcontractors and does not extend to work necessitated by equipment defects, work performed by the City, or work required due to normal wear and tear, abuse, or neglect. If the City is not reasonably satisfied with the repair or replacement or with Supplier's actions or response, the parties will attempt to negotiate a resolution of the matter and failing that will submit the dispute to voluntary mediation if the parties agree or otherwise to litigation in accord with the venue provisions of Subsection 1.5. Any related claims by the Supplier for additional compensation, equitable adjustment, or additional time must meet the claim notice provisions of Subsection 1.14.
- B. In addition to the Supplier Warranty Service described in Subsection 2.14(A), if the City determines that Supplier's work is not fully and completely in accordance with any requirement of the Contract, it may give written notice and description of such non-compliance to the Supplier in the manner set forth in Subsection 1.4. Within ten (10) business days of receiving the City's notice that the Supplier's work is not in accordance with the requirements of the Contract, Supplier will respond by either repairing or replacing the work or presenting the City with a reasonably thorough and prompt remedy. The Supplier's obligation to repair or replace work is limited to the work performed by Supplier and its subcontractors and does not extend to work necessitated by equipment defects, work performed by the City, or work required due to normal wear and tear, abuse, or neglect. If the City is not reasonably satisfied with the

repair or replacement or with Supplier's actions or response, the parties will attempt to negotiate a resolution of the matter and failing that will submit the dispute to voluntary mediation if the parties agree or otherwise to litigation in accord with the venue provisions of Subsection 1.5. Any related claims by the Supplier for additional compensation, equitable adjustment, or additional time must meet the claim notice provisions of Subsection 1.14.

2.15 Accrual of Actions.

The parties mutually agree that as to acts or failures to act occurring prior to the date of Substantial Completion of the work under this contract, any alleged cause of action shall be deemed to have accrued in any and all events no later than such date of Substantial Completion.

2.16 Responsible Contractor.

Supplier warrants and represents that it meets all mandatory responsibility criteria under RCW 36.04.350 including but not limited to being a registered contractor under RCW 18.27 at the time this Contract is executed. Supplier further warrants that it will require all of its subcontractors, if required by law, to meet these criteria if required to register under these provisions.

SECTION 3. INSURANCE REQUIREMENTS

3.1 Evidence and Cancellation of Insurance

- A. Prior to execution of the Contract, the Supplier shall file with the City evidence of insurance and endorsements from the insurer(s) certifying to the coverage of all insurance required herein. All evidence of insurance shall be certified by a properly authorized officer, agent, general agent or qualified representative of the insurer(s) and shall certify the name of the insured, the type and amount of insurance, the location and operations to which the insurance applies, and the expiration date.
- B. Failure to provide such insurance in a timeframe acceptable to the City shall enable the City to suspend or terminate the Supplier's Work hereunder in accordance with Contract provision regarding "Termination for Convenience/Default." Suspension or termination of this Contract shall not relieve the Supplier from its insurance obligations hereunder.

3.2. Insurance Requirements

Description

The Supplier shall not commence any work until it has obtained, at its own expense, all insurance including the required insurance. Supplier shall include all costs for insurance in the Pricing Matrix (see Attachment B). The Supplier shall take out, pay for and maintain throughout the duration of and specifically for the work the insurance as specified in the following section.

Insurance Requirements

- A. The Supplier shall obtain and keep in force during the term of the contract, Commercial General Liability insurance policies and any and all other insurance, including those required

herein, that will fully protect the City from any and all losses, costs and damages arising out of Suppliers' work or products. Such insurance shall be with insurance companies which have an A.M. Best's rating of "A VII" or better, and who are approved by the Insurance Commissioner of the State of Washington pursuant to Title 48 RCW.

- B. Providing of coverages in the stated amounts shall not be construed to relieve the Supplier from liability in excess of such limits.
- C. Prior to the execution of the Contract, the Supplier shall purchase a Commercial General Liability insurance policy meeting the requirements set forth herein. The Supplier shall file with the City at the time of execution of the Contract Agreement, a Certificate of Insurance evidencing and confirming that all required insurance coverages have been obtained and are in force. The certificate shall be accompanied by such policy endorsements as are necessary to comply with the requirements set forth herein, including but not limited to Additional Insured endorsement forms CG 2010 04 13 and CG 2037 04 13, set forth in Attachment F or their most recent equivalent which are necessary to cover both on-going and completed operations. Failure of the Supplier to fully comply with the requirements regarding insurance will be considered a material breach of Contract and shall be cause for immediate termination of the Contract and of any and all City obligations, regarding same. Supplier agrees to keep its completed operations coverage in effect for a minimum of three (3) years after final acceptance.
- D. The Supplier shall not begin work under the Contract or under any special condition until all insurance required by law and the Contract has been obtained and is in effect. Said insurance shall provide coverage to the Supplier and City as required herein. The coverage so provided shall protect against claims from bodily injuries, including accidental death, as well as claims for property damages which may arise from any act or omission of the Supplier or by anyone directly or indirectly employed or retained by either of them, to do all or any part of the work.
- E. In the event the Supplier is required to make corrections on the premises after the project has been inspected and accepted, it shall obtain at its own expense, and prior to commencement of any corrective work, such insurance coverage as is required herein above for such periods when corrective operations are being performed.
- F. The insurance policies shall specifically name the City, its elected and appointed officers, officials, employees, volunteers, as additional Insured with regards to damages and defense of claims arising from: (a) activities performed by or on behalf of the Supplier; (b) products and completed operation of the Supplier, and (c) premises owned, leased or used by the Supplier. The insurance shall be maintained in full force and effect at the Supplier's expense throughout the term of the contract.
- G. The commercial general liability and property damage insurance shall include coverage to protect the Supplier from contingent liability, which may arise from operations of their subcontractors. Also, the Supplier shall secure certificates of insurance as evidence that each subcontractor carries insurance to provide coverage under this Contract for the same limits as is required by the Supplier. The Supplier shall submit copies of its subcontractor insurance certificates to the City and the Engineer as evidence of insurance coverage.
- H. Supplier agrees to give the City at least 30 days prior written notice of cancellation or, nonrenewal.
- I. The coverages provided by the Supplier's insurance policies shall be primary to any insurance maintained by the City, except as respects losses attributable to the negligence of the City.

Any insurance that might cover this Contract which are maintained by the City shall be in excess of the Suppliers insurance and shall not contribute with it.

- J. The Supplier's insurance policies shall protect each Insured in the same manner as though a separate policy had been issued to each. The inclusion of more than one Insured shall not affect the rights of any Insured as respects any claim, suit or judgment made or brought by or for any other Insured or by or for any employee of any other insured.
- K. The General Aggregate provision of the Supplier's insurance policies shall be amended to show that the General Aggregate Limit of the policies apply separately to this project.
- L. The Supplier's insurance policies shall not contain deductible or self-insured retention's in excess of reasonable amounts based upon the size and net-worth of the Supplier.
- M. Reserved.
- N. City is not required to provide Supplier's insurance companies with any special notification of any change or modification of this Contract or of extension of time, or of decreased or increased work, or of the cancellation of the Contract or of any other act or acts by the City or its authorized employees and agents, under the terms of this Contract and failure to so notify the aforesaid insurance companies of changes shall in no way relieve the insurance companies of their obligation under this Contract.
- O. Not applicable
- P. The Supplier shall maintain Workers' compensation Insurance and/or Longshore and Harbor Workers Insurance as required by State or Federal statute, for all of their employees to be engaged in work on the Project under this contract and in case any such work is sublet, the Supplier shall require the subcontractor similarly to provide Workers' Compensation Insurance and/or Long shore and Harbor Workers' Insurance for all of the latter's employees engaged in such work. The Supplier's Labor & Industries account number shall be noted on the Certificate of Insurance.
- Q. Workmen's Occupational Disease Insurance shall be taken out covering all persons whom the Supplier may employ in carrying out the work contemplated under this Contract.
- R. In the event any class of employees engaged in the work under this Contract is not covered under Worker's Compensation insurance or Longshore and Harbor Workers' Insurance as required by State and Federal statute, the Supplier shall maintain and cause each subcontractor to maintain Employer's Liability Insurance for limits of at least \$1,000,000 each employee for disease or accident, and shall furnish the City with satisfactory evidence of such.
- S. The Supplier shall be solely and completely responsible for safety and safety conditions on the job site, including the safety of all persons and property during performance of the work. The services of the City's or engineer's personnel in conducting construction review of the Supplier's performance is not intended to include review of the adequacy of the Supplier's work methods, equipment, bracing scaffolding, or trenching, or safety measures in, on, or near the construction site. The Supplier shall provide safe access for the City and its inspectors to adequately inspect quality of work and the conformance with project specifications.
- T. The Supplier shall be solely and completely responsible to perform all work and furnish all material in strict compliance with all applicable State, City, County and Federal laws,

regulations, ordinances, orders and codes. The Supplier's attention is directed to the requirements of the Washington Industrial Safety and Health Act, WISHA, RCW 49.17.

The City will not pay any progress payments until the Supplier has fully complied with this section. This remedy is not exclusive and the City may take such other action as is available under other provisions of this contract, or otherwise in law.

- U. The Contractual coverage of the Supplier's policy shall be sufficiently broad enough to insure the provisions of the Hold Harmless Agreement of this contract (see Section 1.13).

Types and Limits of Insurance Required

1. Commercial General Liability
 - \$2,000,000 each occurrence Bodily Injury and Property Damage
 - \$2,000,000 General Aggregate
 - Employees and Volunteers as Additional Insured for both on-going and completed operations
 - Premises and operations
 - Broad form property damage including underground, explosion and collapse hazards (XCU)
 - Products completed operations (through guaranty period)
 - Blanket contractual
 - Subcontractors
 - Personal Injury with employee exclusion deleted
 - Employers liability (Stop gap)
2. Automobile Liability
 - \$2,000,000 per accident Bodily Injury and Property Liability covering:
 - o Any owned automobile
 - o Hired automobiles
 - o Non-owned automobile
3. Umbrella Liability
 - \$2,000,000 per occurrence
 - \$2,000,000 aggregate

As an alternative to the above indicated Commercial General Liability and Umbrella Liability insurance policies the Supplier may provide the City with a City and Supplier Protective Policy with a limit of coverage of \$5,000,000.

SECTION 4. SPECIFICATIONS

Information contained within the Supplier's Proposal, taken together with the information contained in the Contract Documents, constitute the specifications.

SECTION 5. ADD/DEDUCT PRICING

At the City's option, it may add or deduct equipment at the prices set forth in Attachment B to this Contract. At the City's sole discretion it may purchase additional AMI units and/or AMI components at the prices set forth in Attachment B to this Contract.

SECTION 6. PERMITS AND LICENSES

The Supplier and any subcontractors are required to obtain a City of Auburn business license prior to beginning any work.

ATTACHMENT "A"

Project CP1317, Water Meter & Billing System Improvements, Contract No. 15-11

SCOPE OF SERVICES

Scope of Services

1.0 Summary

- 1.1 This Scope of Services describes activities, roles and responsibilities of Ferguson Waterworks ("FWW" or "Ferguson"), associated with the Advanced Metering Infrastructure (AMI) system within the defined service territory and City boundaries, excluding those areas serviced by other water purveyors, for City of Auburn customers.
- 1.2 Ferguson Waterworks will perform water meter, register and/or radio change outs on every endpoint (approximately 15,000) from 5/8" to 12" meters for City of Auburn project.
- 1.3 FWW will provide the fully-functioning AMI system as defined herein that transmits and integrates the water meter readings from all endpoints into the City of Auburn's customer billing system (Springbrook).

2.0 General Responsibilities.

2.1 Ferguson Waterworks:

- 2.1.1 Conduct a propagation study to determine the locations best suited for installation of the FlexNet Base Stations and to ensure proper communications with end point transmitters and the Regional Network Interface (RNI).
- 2.1.2 Attend regularly scheduled meetings during implementation.

2.2 City of Auburn:

- 2.2.1 Provide a key point of contact to work with Ferguson.
- 2.2.2 Provide Ferguson a map of its Service Territory with latitude and longitude ("lat/long") coordinates of its Service Territory boundaries, a list of meter locations, and a list of preferred Customer tower locations.
- 2.2.3 Work with Ferguson to develop a shipping schedule to include network and metering components for the Sensus AMI System. The shipping schedule will be updated at least quarterly, but may be updated on a more frequent basis as implementation proceeds. The shipping schedule shall identify each geographic area of the deployment, the specific locations of meters (street addresses and/or lat/long if available) in that area, and the estimated date of installation in that area. The plan shall estimate the number of meters by Sensus part number and form type to be installed for each quarter of the project until completion.
- 2.2.4 Be responsible for monthly fees associated with the network access for all sites where network access is needed.
- 2.2.5 Provide communications link between the RNI and the FlexNet Base Station. One of the following should be used to access these components: (i) Cisco VPN; (ii) Open VPN Connection; or (iii) SSH access via port 22 to Linux NC. If Customer is providing SSH access, Port 22 on the firewall must be opened and redirected to the internal IP address of the Sensus RNI.
- 2.2.6 Purchase any routers, hubs, mounting equipment, uninterruptible power supply and/or security equipment needed to connect the RNI to Customer's internal network, if software is hosted by City.
- 2.2.7 Be responsible for the payment of any taxes, renewal, regulatory or license fees associated with the network collector hardware sites.
- 2.2.8 Be responsible for applying for and purchasing any needed work permits.
- 2.2.9 Purchase registers required for retrofit of existing Badger meters 3" or larger (approximately 60 meters).
- 2.2.10 Pre-drill meter box lids with the correct size hole for the 520M SmartPoint Transmitter.

3.0 Software as a Service- See Attachment C, of the Contract (Sensus AMI Base Terms) for details

4.0 Assumptions for Deployment

4.1 Water Meter Assumptions

- 4.1.1 Most meters are located outdoors in pits. Meters not located outdoors in pits will require scheduled appointments.
- 4.1.2 FWW is not responsible for meter box adjustments or replacements
- 4.1.3 FWW is not responsible for pipe modifications or repairs of any kind
- 4.1.4 For meter box pits with excessive dirt or water, a problem ticket will be created. Installer will be responsible for removal of water from meter pit. Excessive water will be defined as continuous water flow. Meter box pits with excessive dirt will be determined if the dirt is in excess over the top of the meter nuts. If this is the case, will escalate the location to the City of Auburn project manager for review and corrective work by the City.
- 4.1.5 All water meter exchanges will be like for like, no resizing
- 4.1.6 FWW will provide Command Links (in working condition) and software to be used for module programming: one per water meter installer and two spares
- 4.1.7 Meter box lids will be pre-drilled with the correct size hole for the 520M SmartPoint Transmitter
- 4.1.8 FWW will be responsible for correcting any leaks at the valves, couplings or service lines that could be attributed to the meter installation if reported within the one (1) year warranty period. The warranty period will begin after the completion of each phase of installation.

4.2 General Assumptions and Notes

- 4.2.1 FWW to provide warehouse space.
- 4.2.2 Pricing assumes meters will be available in warehouse at least 1 month prior to installation.
- 4.2.3 Project duration is 3 calendar years. Start Time will be determined by signed contract date.
- 4.2.4 The City will provide customer communications regarding the project.
- 4.2.5 There will be no City of Auburn imposed work stoppages or interruptions, excluding Holidays listed in Section 11.1. Meters will be installed according to the schedule established in Attachment D of the Contract. The City will determine order of meter installation, and will coordinate with other City construction projects, activities and events to provide the least disruption to citizens.
- 4.2.6 Standby Rate: applies when FWW staff has to stay at meter site due to hazardous condition or awaiting the City staff.
- 4.2.7 Clean-up Rate: Applies to new installations not able to be completed during the normally scheduled route duration.
- 4.2.8 FWW will provide permits for confined space entry and all equipment, material and labor required for confined space entry.
- 4.2.9 City's meter location address data is 95% accurate.
- 4.2.10 Standardized leased vehicles are not required; installers can use their own vehicles. The vehicles will have the FWW company logo on them.
- 4.2.11 FWW will locate the meter box. If the meter is on private property, in a dangerous location or is in use, the FWW representative will enter onto the property only for the expressed purpose of attempting to make contact with the resident. If contact is made, the FWW representative will identify himself including showing appropriate identification and explain the purpose of the contact. After two (2) attempts to make contact in the same day, FWW will escalate the work order to the City of Auburn Project Manager to schedule an appointment for installation. The new installation must be scheduled while the install crew is in the current route. Any installation outside this time will be billed at a cleanup rate.
- 4.2.12 Installation rates comply with prevailing wage rates for Washington State Department of Labor & Industries (King County and Pierce County).

4.3 Equipment

- 4.3.1 Meters and radios: iPerl, OMNI R2, OMNI C2, OMNI T2, and Sensus 520M MXU single port and dual port.
- 4.3.2 Programming Equipment: Trimble Nomad 900 handheld and Command Link.
- 4.3.3 Base Stations: Sensus M400 two-way collector.
- 4.3.4 Antenna and cable.

- 4.3.5 RNI for hardware equipment.

5.0 Installation Procedures

5.1 Retrofit-Only Work Instructions

- 5.1.1 If contact is made with the customer, inform them that you will be performing work on their water meter and their water service will not be interrupted. Provide the customer an estimate of time that it will take you to complete this process. Proceed with retrofit.
- 5.1.2 If contact was not made with the customer, proceed with retrofit and leave a door hanger after work is complete.
- 5.1.3 For large Badger meters, replace register, install and activate radio.
- 5.1.4 For Sensus iPerl meters, install and activate radio.
- 5.1.5 Leave the area in the condition that you found it before you started the meter change-out. Check meter for leakage in the box and leave area clean from debris and tools. Any debris or dirt removed from the pit to effect the installation will be replaced in the pit upon completion.
- 5.1.6 Under no circumstance will a meter pit or vault be left uncovered and unsupervised by FWW.
- 5.1.7 All Site Photos shall be taken prior to leaving the meter location.

5.2 Full Meter Exchange Work Instructions

- 5.2.1 If contact is made with the customer, inform them that you will temporarily shut off their water to change-out their water meter. Provide the customer an estimate of time that it will take you to complete this process. Proceed with meter exchange.
- 5.2.2 If the customer is currently using water and will not allow the install to be performed, raise a problem ticket.
- 5.2.3 If no contact is made with the customer and no large amounts of water are being used, proceed with meter exchange. Leave a door hanger after exchange is completed.
- 5.2.4 If no contact is made with the customer but large amounts of water are being used, raise a problem ticket and move to the next location.
- 5.2.5 If it is not possible to exchange the meter for some reason, raise a problem ticket and move to the next location.
- 5.2.6 When changing-out the meter and gaskets, avoid getting any debris such as dirt, bark, etc., into the service line. Tighten the meter nuts snugly during installation. Install the radio in the meter box lid per manufacturer's recommendation.
- 5.2.7 Prior to restoring water service, open the hose bib closest to the area where you think the service enters the foundation of the home.
- 5.2.8 Turn on the water at the meter, return to the hose bib, and flush the complete service line until all the air and discolored water has left the line. (There should be a burp of air at the hose bib before leaving.)
- 5.2.9 Leave the area in the condition that you found it before you started the meter change-out. Check meter for leakage in the box and leave area clean from debris and tools. Any debris or dirt removed from the pit to effect the installation will be replaced in the pit upon completion.
- 5.2.10 Under no circumstance will a meter pit or vault be left uncovered and unsupervised by FWW.
- 5.2.11 All Site Photos shall be taken prior to leaving the meter location.

5.3 Deliverables

The following deliverables are to be provided to the City of Auburn:

- 5.3.1 Legacy Meter Out Read
- 5.3.2 Legacy Meter Number
- 5.3.3 New Meter In Read
- 5.3.4 New Meter Serial Number
- 5.3.5 Radio ID
- 5.3.6 MXU Type "C" Fixed

- 5.3.7 Installation date and time
- 5.3.8 Installer-field worker identification number
- 5.3.9 Installation problem tickets using the problem escalation codes specified in Section 5.4.
- 5.3.10 Photos: All Photos can be viewed and uploaded for the Ferguson work force software. GPS information will be collected thru the Sensus Flex Net System and sent to City of Auburn CIS system.
 - 5.3.10.1 Pre-installation Site Photo (extending at least one foot outside meter box footprint)
 - 5.3.10.2 Legacy Register Face Photo (Showing Last Read)
 - 5.3.10.3 New Register Face Photo (Showing New Read)
 - 5.3.10.4 Post-installation Site Photo (extending at least one foot outside meter box footprint)

5.4 If Unable to Change-Out Water Meter

If unable to perform retrofit or change-out, raise a problem ticket using the following problem escalation (PE) codes.

PE Group	PE Item	Photo?	Problem Resolution Process
Cannot Access	Meter Access Obstructed	Y	PATH 1: City Escalation
Cannot Access	Requires Key/Code	Y	PATH 1: City Escalation
Cannot Access	Aggressive Animal	Y	PATH 2: Call Center
Cannot Access	Locked Gate/Fence	Y	PATH 2: Call Center
Cannot Access	Unable to Locate	N	PATH 2: Call Center
Customer Issue	Refusal	N	PATH 1: City Escalation
Customer Issue	Requires Appointment	N	PATH 2: Call Center
Customer Issue	Missed Appointment	N	PATH 2: Call Center
Information	Pre-existing Leak	Y	PATH 1: City Escalation
Information	Description (Note)	If required	PATH 4: Informational
Meter Issues	Serial Number Mismatch	Y	PATH 1: City Escalation
Meter Issues	Meter Size Mismatch	Y	PATH 1: City Escalation
Meter Issues	Flooded Meter Box	Y	PATH 1: City Escalation
Meter Issues	Dirt in Pit	Y	PATH 1: City Escalation
Meter Issues	Meter Box Damaged	Y	PATH 1: City Escalation
Other-Blocker	Description (Note)	If required	PATH 1: City Escalation
Out of Scope	Confined space (OSHA)	Y	PATH 2: Call Center
Out of Scope	Incorrect Meter Type	Y	PATH 1: City Escalation
Out of Scope	Meter pit in street	Y	PATH 1: City Escalation
Suspected Tampering	Meter Bypassed	Y	PATH 1: City Escalation
Suspected Tampering	Inverted/Backward Meter	Y	PATH 1: City Escalation

6.0 FWW Responsibilities

- 6.1 *General.* FWW shall provide the necessary services, software, and facilities for the installation of the System.
- 6.2 *Installation Services.* FWW will provide meter replacement and such other services as are described in this Scope of Services and the manufacturer's installation specifications. All installers shall be trained by a Sensus Certified Trainer. Services will be completed utilizing FWW trained Installers and FWW supervisors. Additionally, FWW will provide a project manager who will be experienced in the installation of AMI meters.

- 6.2.1 FWW shall supply all necessary personnel and supplies for installation of the meters, including, without limitation, personnel protective equipment, tools, products, services, supplies, training, and on-site support for deployment of the System. FWW shall perform installations in accordance with the Installation Procedures as detailed in Section 3.0.
- 6.3 FWW will utilize the Work Order Management System ("WOMS") to track, collect, and report critical project information regarding field forces and field assets. FWW will provide ten (10) Licenses to City of Auburn. This number does not include licenses used in the field by FWW personnel. Additional licenses may be purchased separately.
- 6.4 *Vehicles.* FWW shall be responsible for all vehicles it uses on the project. FWW shall provide service vehicles on site stocked with common fittings and supplies needed for normal service restoration and/or replacement. FWW' vehicles, including private vehicles used for the work, shall have the company logo prominently displayed on both sides of the vehicle. Any employee of FWW that drives a vehicle in connection with this project must have a valid driver's license for the class of vehicle being driven.
- 6.5 *Meter salvage.* FWW will be responsible for returning all legacy meters and registers from the endpoint installation to City of Auburn project manager for recycling by the City.
- 6.6 *FWW appearance and identification.* FWW will wear uniform identifying their company name, picture ID and supervisor contact information.
- 6.7 *Customer Issues.* FWW must notify City of Auburn Project Manager, at time of incident, regarding any customer complaints received during the project.
- 6.8 *Water Meters.* FWW shall provide all water meters required for installation one month in advance so as not to impede installation activities.
- 6.9 *AMI Radios.* FWW shall provide all AMI radios required for installation one month in advance so as not to impede installation activities.
- 6.10 *Programming Equipment.* FWW shall provide all programming equipment and software required for installation prior to project deployment so as not to impede installation activities.
- 6.11 *Materials.* FWW will provide all seals, gaskets, mounting brackets, nuts and bolts, and any other miscellaneous materials that are needed.
- 6.12 *Warehouse Storage.* FWW shall provide warehouse space and necessary equipment, i.e. pallet jack, fork lift, etc. for storage of new and legacy meters, cross-dock facilities.
- 6.13 FWW will provide all meters and radios required including meters over 3". All meters not installed under this contract shall be delivered to the City facilities.

7.0 City of Auburn Responsibilities

- 7.1 *Door Hangers.* City of Auburn will provide to FWW all door hangers. FWW will provide message to use on door hangers, and will provide such information to allow sufficient time for City to prepare door hangers.
- 7.2 *Pre-Installation Notices.* City of Auburn will be notifying their customers of the project prior to installation.
- 7.3 *PER Tickets.* City of Auburn will respond promptly to Production Escalation Report (PER) tickets, as appropriate.
- 7.4 *Sensitive Customers.* City of Auburn will identify in the CIS data provided to FWW all medical needs and highly sensitive customers requiring pre-scheduled appointments as known by the City.
- 7.5 *CIS Data.* City of Auburn will provide to FWW all CIS data needed to determine the location of meters to be installed. Meter location address data shall be at least 95% accurate. For each site, information will be provided that will indicate whether the meter register only is to be removed and an AMR-compatible retrofit register installed, or whether the meter is to be completely replaced; City shall provide either Street Address and/or GPS location of the meter.
- 7.6 *Meter Box Lids:* The meter box lids shall be configured to obtain the maximum signal strength from transmitters installed in meter pits or vaults. City of Auburn shall replace or retrofit all meter box lids and any other lids needed to obtain the performance requirements specified herein.
 - 7.6.1 City of Auburn will drill 1-7/8 Inch AMI radio holes in all lids prior to FWW performing scheduled work. In the event that a hole is not drilled to the sufficient size, FWW will document and bill City of Auburn on a time and materials basis, using the Stand-By Rate for the work of re-sizing the hole.
- 7.7 *City Project Manager.* City of Auburn will designate an employee or agent who will manage the project on behalf of City. The function of this Project Manager is to coordinate with FWW and ensure compliance with the specifications and scope of work.

8.0 Systems Acceptance Testing Period.

- 8.1 After the first full route of meters are installed, City of Auburn and FWW staff will conduct a System Acceptance Testing (SAT) of the system. SAT includes meter and radio installation procedures, CIS integration confirmation and Sensus FlexNet confirmed meter reads. FWW will not be permitted to perform work until this testing has been completed and approved. The SAT period is not to exceed 3 business days. After 3 business days, FWW will be permitted to continue performing meter installations. System Acceptance will be deemed acceptable by the City of Auburn when the Sensus FlexNet System receives 98.5% success in a 4 day billing window. See Section 14.6 for Acceptance Criteria

9.0 Additional Project Related Information

9.1 Installation sequence

- 9.1.1 City of Auburn and FWW shall establish an overall schedule for installation of the entire project.

10.0 Work Hours

- 10.1 All meter change out work will be done between 7:00am to 5:00pm Monday through Friday unless pre-approved by City of Auburn. No work will be done on City legal holidays except where required or authorized by City of Auburn. Legal holidays shall be defined as those holidays annually observed by City of Auburn. These are: Labor Day, Veterans Day, Thanksgiving (2 days), Christmas (1 day), New Year's Day, Martin Luther King Day, President's Day, Memorial Day, and Independence Day (a total of 10 days).

11.0 Scheduling.

- 11.1 If FWW personnel is unable to perform an installation, the installer shall leave a City of Auburn-provided door hanger informing the Customer that the meter installation attempt was made and advising the Customer that an appointment must be scheduled to perform the installation. Such door hanger shall provide a toll free number that the Customer should call for appointment purposes. FWW shall be paid for the initial visit at the applicable meter exchange price.
- 11.2 FWW shall attempt to contact the Customer by phone two (2) times after FWW attempts to install the meter at the Customer's premises FWW will make an appointment to perform the installation.
- 11.3 If FWW is unable to locate an Customer's premises, they shall escalate a problem ticket to the City of Auburn Project Manager.
- 11.4 If FWW is able to make an appointment with such Customer, then FWW agrees to use commercially reasonable efforts to perform the installation at the appointment time. FWW shall be paid for the additional visit at the applicable meter exchange price. There will be a maximum of one charge per meter location.
- 11.5 After three failed (3) attempts as described above (defined as one in person and two via phone calls), FWW will identify this Customer as returned to City .

12.0 Acceptance of completed work

- 12.1 *Acceptance of completed work.* All work will be considered acceptable based on meeting all of the criteria listed below.
- 12.1.1 There are no visible leaks post-installation. The Meter and Radio are installed per the manufacturer's installation guidelines. The installer received an "Activation Success" message during the Radio activation process.
- 12.1.2 The meter pit was covered and the site was left in workable condition.
- 12.1.3 City of Auburn will be inspecting 10% of all installations in each route to verify that all of the criteria listed above are met. These inspections must be completed within 1 business day of receiving the meter exchange file from FWW.
- 12.1.4 The route will be accepted and approved for billing and payment if greater than 95% of the inspected sample meets all of the criteria listed above. If City of Auburn determines 5% or more of the inspected sample in a route do not meet all the criteria listed above, then FWW and City of Auburn will revisit 100% of the meters in that route to guarantee the proper installation at no additional cost to City of Auburn.

13.0 Quality control

- 13.1 *Quality control program.* FWW will validate 100% of the legacy meter readings (compare pictures to data) and 10% of project pictures for quality.
- 13.2 *Improper installations.* FWW shall be responsible for replacing any meter, transmitter, or appurtenances improperly set. FWW shall correct any damage to couplings, threads, unions or meters by use of improper tools or cross threading by an installer.

14.0 City of Auburn Sensus FlexNet BaseStation Installation Scope of Work

Summary:

- 14.1 Ferguson Enterprises, Meter & Automation Group will provide both the City with Instruction Manuals necessary for completing each step outlined in the Scope of Work.
- 14.2 FWW will provide all site work and mounting of equipment for Base Stations at the Lea Hill and Lakeland Hills Reservoirs.

General Responsibilities:

14.3 The City Shall:

- 14.3.1 Provide 120V 30 amp Electrical to each BaseStation Cabinet mounting location
- 14.3.2 Provide padlocks for BaseStation Security

14.4 Ferguson Waterworks Shall:

- 14.4.1 Provide overall Project Management of the Installation of Infrastructure and Backhaul, Configure BaseStations, Configure Backhaul, Request Commissioning of BaseStations, Assist with Software Implementation and Configuration, Provide and Assist with Training on Endpoint Installation, Logic and RNI Software Training, System Optimization, and Overall System Management.
- 14.4.2 Provide Cellular Backhaul -LS300 AirLink Modems with Magnetic Antenna
- 14.4.3 Provide Conduit for Power Supply to the BaseStation Cabinet. Install conduit for HeliAx Antenna Cable, sweeps for the HeliAx Cable will be 36" Schedule 80 Rigid PVC. Any conduit necessary for the Cellular Backhaul Antenna is at the discretion of the City.
- 14.4.4 Provide any floor mounts or strut brackets for installation of the M400 BaseStation Cabinet.
- 14.4.5 Provide Project Management-MS Project Schedule to be provided
- 14.4.6 Provide Specifications for Infrastructure Installation.
- 14.4.7 Assist with Site Preparation.
- 14.4.8 Will contract with Pre Approved Installation Contractor for Antenna and BaseStation Connections.
- 14.4.9 Oversee Infrastructure Installation
- 14.4.10 Oversee Installation of Cellular Backhaul
- 14.4.11 Perform initial Configuration of the BaseStation
- 14.4.12 Request Sensus RF Technician Commission BaseStation and Certify Installation
- 14.4.13 Supply and assist with the Configuration of Logic and RNI Software in a Hosted Environment.
- 14.4.14 Provide training on Endpoint Installation, Software and System Maintenance.

14.5 Antenna and BaseStation Installation Contractor (Provided by Ferguson) Shall:

- 14.5.1 Provide Installation of the BaseStation and OMNI Directional Antenna per Installation Specifications. (See: BaseStation Installation Manual and Metro 50 Installation Manual)
- 14.5.2 Provide all Bracketing needed to mount the antennae.
- 14.5.3 Verify Installation of the Metro50 BaseStation Cabinets to designated location.
- 14.5.4 Provide all strapping hardware needed to secure the HeliAx Cable
- 14.5.5 Make all Data and Power Terminal, and Antenna Cable Connections to the BaseStation per specifications.
- 14.5.6 Perform Cable Sweeps and provide documentation from Spectrum Analyzer as to Return Loss and Signal Strength.

14.6 Acceptance Milestones and Criteria

14.6.1 Milestone 1-Network Deployment

- 14.6.1.1 Network deployment is achieved when: 1) the BaseStation(s) have been installed; 2) the RNI has been configured; 3) Logic Software has been integrated with City of Auburn's Springbrook Billing Software and the Integration has been validated.

14.6.2 Milestone 2-System Acceptance

- 14.6.2.1 System acceptance is achieved when the system performance has reached a level of 98.5% (during a 4 day reading window) or better successful reads.
- 14.6.2.2 System performance is calculated by dividing the number of installed endpoints that are registered on the network that have successfully provided a reading during a five day reading window by the total number of installed endpoints that are registered on the

network.

14.6.2.3 System acceptance will be performed on a route by route basis. A complete route will be installed, optimized and then evaluated for acceptance.

14.6.2.4 When calculating the system performance the following exceptions apply. An endpoint will not be included in the count of installed endpoints (included in neither the dividend nor the divisor) if any of the following occur:

14.6.2.4.1 If daily reads are lost due to a BaseStation Power Failure that lasts more than 24 hours

14.6.2.4.2 A Force Majeure Event or Act of God that affects the endpoint or BaseStation

14.6.2.4.3 The endpoint is removed from service

14.6.2.4.4 The endpoint is damaged or tampered with

14.6.2.4.5 The endpoint cannot communicate to the system due to an object being placed over it (e.g. parked automobile, RV, etc.)

14.6.2.4.6 The endpoint is installed in an area outside of the service area.

14.7 **Manuals:** Sensus FlexNet System manuals to be provided as part of the scope of services.

14.7.1 Logic Integration Manual

14.7.2 Logic User Manual

14.7.3 Logic Reference Manual

14.7.4 BaseStation Installation Manual R3

14.7.5 BaseStation M400 Installation Manual R2

14.7.6 Field Logic Connect Manual

14.8 **Submittals:** FWW shall provide submittals for the following:

14.8.1 Site plan and equipment for Base Stations

14.8.2 Meters and endpoint transmitters

14.8.3 Programming equipment

14.8.4 Submittal Transmittal Process:

14.8.4.1 All submittals shall be made electronically and shall be transmitted via e-mail to PWSubmittals@auburnwa.gov. The e-mail subject line of electronic submittals shall include the following: CP1317, Water Meter & Billing System Improvements - <<<Submittal Title>>>. Each electronic e-mail shall be limited to 7 MB's in size. All electronic submittals shall be clear, sharp high contrast electronic files in Word 2007, Excel 2007, or PDF formats. Hard copies may be submitted instead of electronic format upon approval of the City.

14.8.4.2 All submittals indicated above shall accompany a City of Auburn "Request for Submittal Approval" (RSA) form as a cover letter. The RSA form is a writable Portable Document Format (PDF) form and shall remain writable until the city returns the signed reviewed submittal.

14.9 **Training**

14.9.1 Minimum 5 non-consecutive days training onsite.

14.9.2 Training specific for each area of expertise.

14.9.3 Prerequisite training, scheduled 1-2 weeks prior to initial training.

14.9.4 Initial training, scheduled after installing meters for a couple weeks to train the users with real City of Auburn data.

14.9.5 Secondary advanced training, scheduled 4-6 months after initial training.

15.0 **Integration**

15.1 FWW is responsible for furnishing all code and instructions necessary to the City or to the City's utility billing software vendor (Springbrook) at City's direction to allow data transfer to and from the installed AMI system. The City is using Version 7.16.0.0 Build #36788 of the utility billing software. Data shall transfer without error or loss of information from the AMI system to the billing software.

15.2 The following is an example of the type of information that will be required in the transfer file. Details of the transfer file are to be identified by Springbrook, in collaboration with Sensus, and with review by the City. The AMI system shall accept the input fields from the billing system software in a standard ASCII formatted file:

15.2.1 Input Field (billing system to AMI system) Type and Field Length

15.2.2 Account Number {Char 44}

15.2.3 Service Code {Not used}

15.2.4 Service Sequence {Int 4}

15.2.5 Route/Book/Group {Not used}

15.2.6 Read Sequence {Int 4}

15.2.7 Customer First Name {Char 20}

15.2.8 Customer Middle Initial {Char 1}

15.2.9 Customer Last Name {Char 60}

15.2.10 Meter Location {Char 60}

- 15.2.11 Street Number {Char 50}
- 15.2.12 Suffix {Not used}
- 15.2.13 Meter Number {Char 10}
- 15.2.14 High Reading {Int 4}
- 15.2.15 Low Reading {Int 4}
- 15.2.16 Dials {Not used}
- 15.2.17 Previous Reading {Int 4}
- 15.2.18 Meter ID # {Char 10}
- 15.2.19 Read Type {Char 10}

ATTACHMENT "B"

Project CP1317, Water Meter & Billing System Improvements, Contract No. 15-11

PRICING MATRIX



Meter & Automation Group

24025 Woodinville-Snohomish Rd.

Woodinville, WA 98072

Tel: 253-375-3055

Fax 425-806-8510

thomas.erickson@ferguson.com

City of Auburn

2015- Phase 1- Large Meters and District 5

Date: 4/24/2015

Sensus FlexNet Material and Install Pricing

Item No	Qty	Description	Unit	Unit Price	Total
Sensus FlexNet Hardware & Software					
1		520M SmartPoint and Meters			\$ 347,833.27
1.1	213	Sensus 520M MXU Single Port	ea	\$ 118.06	\$ 25,146.78
1.2	0	Sensus 520M MXU Dual Port	ea	\$ 143.36	\$ -
1.3	4	5/8x3/4 Inch Iperl Meter	ea	\$ 127.14	\$ 508.56
1.4	43	1 Inch Iperl Meter	ea	\$ 201.43	\$ 8,661.49
1.5	34	1-1/2 Inch OMNI R2 Meter	ea	\$ 449.60	\$ 15,286.40
1.6	27	2 Inch OMNI R2 Meter	ea	\$ 630.83	\$ 17,032.41
1.7	53	3 Inch OMNI C2 Meter	ea	\$ 1,517.38	\$ 80,421.14
1.8	32	4 Inch OMNI C2 Meter	ea	\$ 2,635.45	\$ 84,334.40
1.9	12	6 Inch OMNI T2 Meter	ea	\$ 4,623.17	\$ 55,478.04
1.11	7	8 Inch OMNI T2 Meter	ea	\$ 7,353.64	\$ 51,475.48
1.12	1	10 Inch OMNI T2 Meter	ea	\$ 9,488.57	\$ 9,488.57
2		Programming Equipment			\$ 16,533.04
2.1	4	Trimble Nomad 900 Handheld	ea	\$ 3,750.00	\$ 15,000.00
2.2	4	Command Link	ea	\$ 383.26	\$ 1,533.04
3		Sensus AMI Collection Equipment			\$ 40,000.00
3.1	2	Sensus M400 Two-Way Collector	ea	\$ 20,000.00	\$ 40,000.00
4		Sensus Logic Software and Training			\$ 37,325.00
4.1	1	RNI Logic Software Hosted 15K (Year 1)	ea	\$ 15,625.00	\$ 15,625.00
4.2	1	Logic Installation and Configuration Fee (One Time)	ea	\$ 15,000.00	\$ 15,000.00
4.3	1	Sensus RNI Logic Core Training	ea	\$ 6,700.00	\$ 6,700.00
4.4	1	Sensus/City of Auburn- Customer Access Portal	ea	\$ 48,867.50	TBD
Sensus FlexNet Hardware & Software Total					\$ 441,691.31
Sensus FlexNet Installation					
5		Sensus 520M and Meter Install			\$ 60,001.92
5.1	4	5/8x3/4 Inch Iperl and 520M Install	ea	\$ 50.71	\$ 202.84
5.2	43	1 Inch Iperl Meter	ea	\$ 50.71	\$ 2,180.53
5.3	34	1-1/2 Inch OMNI R2 Meter	ea	\$ 114.09	\$ 3,879.06
5.4	27	2 Inch OMNI R2 Meter	ea	\$ 114.09	\$ 3,080.43
5.5	53	3 Inch OMNI C2 Meter	ea	\$ 313.74	\$ 16,628.22
5.6	32	4 Inch OMNI C2 Meter	ea	\$ 470.61	\$ 15,059.52
5.7	12	6 Inch OMNI T2 Meter	ea	\$ 705.91	\$ 8,470.92
5.8	7	8 Inch OMNI T2 Meter	ea	\$ 1,235.34	\$ 8,647.38
5.9	1	10 Inch OMNI T2 Meter	ea	\$ 1,853.02	\$ 1,853.02
5.11	1	RetroFit Sensus 520M Radio on New Meter	ea	\$ 38.00	TBD

6		FlexNet Collection Equipment Install			\$	135,000.00
6.1	2	Sensus Metro 50 Install	ea	\$	35,000.00	\$ 70,000.00
		Collector Site Prep Includes: (price not to exceed)				
		Site Preparation Contractor				
		Electrical Contractor				
		Antenna Contractor				
		Mono Pole				
		Misc Charges				
6.2	1	Ferguson CIS Integration Workforce Software	lot	No Charge		
6.3	7	Project Management (TBD by Project Deployment)	Month	\$	5,000.00	\$ 35,000.00
6.4	1	Mobilization (TBD by Project Deployment)	lot	\$	30,000.00	\$ 30,000.00
6.5		Standby Rate	hr	\$	115.46	As Needed
6.6		Route Clean-up Rate	hr	\$	115.46	As Needed
Sensus FlexNet H&S Installation Total						\$ 195,001.92
Sensus Hardware and Install Total						\$ 636,693.23



Meter & Automation Group

24025 Woodinville-Snohomish Rd.

Woodinville, WA 98072

Tel: 253-375-3055

Fax 425-806-8510

thomas.erickson@ferguson.com

City of Auburn

2016- Phase 2 District 1 & 3

Date: 4/24/2015

Sensus FlexNet Material and Install Pricing

Item No	Qty	Description	Unit	Unit Price	Total
Sensus FlexNet Hardware & Software					
1		520M SmartPoint and Meters			\$ 1,486,948.51
1.1	5415	Sensus 520M MXU Single Port	ea	\$ 118.06	\$ 639,294.90
1.2	0	Sensus 520M MXU Dual Port	ea	\$ 143.36	\$ -
1.3	4692	5/8x3/4 Inch Iperl Meter	ea	\$ 127.14	\$ 596,540.88
1.4	371	1 Inch Iperl Meter	ea	\$ 201.43	\$ 74,730.53
1.5	252	1-1/2 Inch OMNI R2 Meter	ea	\$ 449.60	\$ 113,299.20
1.6	100	2 Inch OMNI R2 Meter	ea	\$ 630.83	\$ 63,083.00
1.7	0	3 Inch OMNI C2 Meter	ea	\$ 1,517.38	\$ -
1.8	0	4 Inch OMNI C2 Meter	ea	\$ 2,635.45	\$ -
1.9	0	6 Inch OMNI T2 Meter	ea	\$ 4,623.17	\$ -
1.11	0	8 Inch OMNI T2 Meter	ea	\$ 7,353.64	\$ -
1.12	0	10 Inch OMNI T2 Meter	ea	\$ 9,488.57	\$ -
2		Programming Equipment			\$ -
2.1	0	Trimble Nomad 900 Handheld	ea	\$ 3,750.00	\$ -
2.2	0	Command Link	ea	\$ 383.26	\$ -
3		Sensus AMI Collection Equipment			\$ -
3.1	0	Sensus M400 Two-Way Collector	ea	\$ 20,000.00	\$ -
4		Sensus Logic Software and Training			\$ 23,125.00
4.1	1	Year 2 RNI Logic Software Hosted 15K	ea	\$ 23,125.00	\$ 23,125.00
4.2	0	Logic Installation and Configuration Fee (One Time)	ea	\$ 15,000.00	\$ -
4.3	0	Sensus RNI Logic Core Training	ea	\$ 6,700.00	\$ -
4.4	0	Sensus/City of Auburn- Customer Access Portal	ea	\$ 48,867.50	TBD
Sensus FlexNet Hardware & Software Total					\$ 1,510,073.51
Sensus FlexNet Installation					
5		Sensus 520M and Meter Install			\$ 296,904.41
5.1	4692	5/8x3/4 Inch Iperl and 520M Install	ea	\$ 50.71	\$ 237,931.32
5.2	371	1 Inch Iperl Meter	ea	\$ 50.71	\$ 18,813.41
5.3	252	1-1/2 Inch OMNI R2 Meter	ea	\$ 114.09	\$ 28,750.68
5.4	100	2 Inch OMNI R2 Meter	ea	\$ 114.09	\$ 11,409.00
5.5	0	3 Inch OMNI C2 Meter	ea	\$ 313.74	\$ -
5.6	0	4 Inch OMNI C2 Meter	ea	\$ 470.61	\$ -
5.7	0	6 Inch OMNI T2 Meter	ea	\$ 705.91	\$ -
5.8	0	8 Inch OMNI T2 Meter	ea	\$ 1,235.34	\$ -
5.9	0	10 Inch OMNI T2 Meter	ea	\$ 1,853.02	\$ -
5.11	1	RetroFit Sensus 520M Radio on New Meter	ea	\$ 38.00	TBD

6		FlexNet Collection Equipment Install			\$	60,000.00
6.1	0	Sensus Metro 50 Install	ea	\$	35,000.00	\$ -
		Collector Site Prep Includes: (price not to exceed)				
		Site Preparation Contractor				
		Electrical Contractor				
		Antenna Contractor				
		Mono Pole				
		Misc Charges				
6.2	0	Ferguson CIS Integration Workforce Software	lot	No Charge		
6.3	12	Project Management (TBD by Project Deployment)	Month	\$	5,000.00	\$ 60,000.00
6.4	0	Mobilization (TBD by Project Deployment)	lot	\$	30,000.00	\$ -
6.5		Standby Rate	hr	\$	115.46	As Needed
6.6		Route Clean-up Rate	hr	\$	115.46	As Needed
Sensus FlexNet H&S Installation Total					\$	356,904.41
Sensus Hardware and Install Total					\$	1,866,977.92



Meter & Automation Group

24025 Woodinville-Snohomish Rd.

Woodinville, WA 98072

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Fax 425-806-8510

thomas.erickson@ferguson.com

City of Auburn

2017- Phase 3 District 2 & 4

Date: 4/24/2015

Sensus FlexNet Material and Install Pricing

Item No	Qty	Description	Unit	Unit Price	Total
Sensus FlexNet Hardware & Software					
1		520M SmartPoint and Meters			\$ 2,361,207.15
1.1	8475	Sensus 520M MXU Single Port	ea	\$ 118.06	\$ 1,000,558.50
1.2	0	Sensus 520M MXU Dual Port	ea	\$ 143.36	\$ -
1.3	7241	5/8x3/4 Inch Iperl Meter	ea	\$ 127.14	\$ 920,620.74
1.4	629	1 Inch Iperl Meter	ea	\$ 201.43	\$ 126,699.47
1.5	377	1-1/2 Inch OMNI R2 Meter	ea	\$ 449.60	\$ 169,499.20
1.6	228	2 Inch OMNI R2 Meter	ea	\$ 630.83	\$ 143,829.24
1.7	0	3 Inch OMNI C2 Meter	ea	\$ 1,517.38	\$ -
1.8	0	4 Inch OMNI C2 Meter	ea	\$ 2,635.45	\$ -
1.9	0	6 Inch OMNI T2 Meter	ea	\$ 4,623.17	\$ -
1.11	0	8 Inch OMNI T2 Meter	ea	\$ 7,353.64	\$ -
1.12	0	10 Inch OMNI T2 Meter	ea	\$ 9,488.57	\$ -
2		Programming Equipment			\$ -
2.1	0	Trimble Nomad 900 Handheld	ea	\$ 3,750.00	\$ -
2.2	0	Command Link	ea	\$ 383.26	\$ -
3		Sensus AMI Collection Equipment			\$ -
3.1	0	Sensus M400 Two-Way Collector	ea	\$ 20,000.00	\$ -
4		Sensus Logic Software and Training			\$ 24,189.33
4.1	1	Year 3 RNI Logic Software Hosted 15K	ea	\$ 24,189.33	\$ 24,189.33
4.2	0	Logic Installation and Configuration Fee (One Time)	ea	\$ 15,000.00	\$ -
4.3	0	Sensus RNI Logic Core Training	ea	\$ 6,700.00	\$ -
4.4	0	Sensus/City of Auburn- Customer Access Portal	ea	\$ 48,867.50	TBD
Sensus FlexNet Hardware & Software Total					\$ 2,385,396.48
Sensus FlexNet Installation					
5		Sensus 520M and Meter Install			\$ 468,112.15
5.1	7241	5/8x3/4 Inch Iperl and 520M Install	ea	\$ 50.71	\$ 367,191.11
5.2	629	1 Inch Iperl Meter	ea	\$ 50.71	\$ 31,896.59
5.3	377	1-1/2 Inch OMNI R2 Meter	ea	\$ 114.09	\$ 43,011.93
5.4	228	2 Inch OMNI R2 Meter	ea	\$ 114.09	\$ 26,012.52
5.5	0	3 Inch OMNI C2 Meter	ea	\$ 313.74	\$ -
5.6	0	4 Inch OMNI C2 Meter	ea	\$ 470.61	\$ -
5.7	0	6 Inch OMNI T2 Meter	ea	\$ 705.91	\$ -
5.8	0	8 Inch OMNI T2 Meter	ea	\$ 1,235.34	\$ -
5.9	0	10 Inch OMNI T2 Meter	ea	\$ 1,853.02	\$ -
5.11	1	RetroFit Sensus 520M Radio on New Meter	ea	\$ 38.00	TBD

6		FlexNet Collection Equipment Install			\$	60,000.00
6.1	0	Sensus Metro 50 Install	ea	\$	35,000.00	\$ -
		Collector Site Prep Includes: (price not to exceed)				
		Site Preparation Contractor				
		Electrical Contractor				
		Antenna Contractor				
		Mono Pole				
		Misc Charges				
6.2	0	Ferguson CIS Integration Workforce Software	lot	No Charge		
6.3	12	Project Management (TBD by Project Deployment)	Month	\$	5,000.00	\$ 60,000.00
6.4	0	Mobilization (TBD by Project Deployment)	lot	\$	30,000.00	\$ -
6.5		Standby Rate	hr	\$	115.46	As Needed
6.6		Route Clean-up Rate	hr	\$	115.46	As Needed
Sensus FlexNet H&S Installation Total						\$ 528,112.15
Sensus Hardware and Install Total						\$ 2,913,508.63

ATTACHMENT "C"

Project CP1317, Water Meter & Billing System Improvements, Contract No. 15-11

SENSUS AMI BASE TERMS & ANNUAL MAINTENANCE AGREEMENT

Advanced Metering Infrastructure (AMI) Agreement

between

**City of Auburn
("Customer")**

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

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

This Agreement shall commence on the Effective Date and continue for/until: 5 Years ("Term"), provided that it may be extended for a longer period by written agreement.

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 AMI Agreement between Sensus and Customer. Together, these two parts create the Agreement.

Sensus USA Inc.

Customer: City of Auburn

By: _____

By: _____

Name: _____

Name: Nancy Backus _____

Title: _____

Title: Mayor _____

Date: _____

Date: _____

Contents of this Agreement:

Part 1: Notification for Spectrum Manager Lease

Part 2: AMI Agreement

Exhibit A Software as a Service

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: City of Auburn		
	Attention To: Colin Schmalz		Name of Real Party in Interest: City of Auburn
	Street Address: 25 W Main Street		City: Auburn
	State: WA	Zip: 98001	Phone: 253-931-3000
	Fax:		Email: cschmalz@auburnwa.gov

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

Additional Customer/Lessee Contact Information

2	Company Name: City of Auburn		
	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 _____

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 not 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: 91-6001228
---	-----------------------------

Individual Contact For FCC Matters

6	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. This person would need to obtain his or her own personal FRN (FCC Registration Number) by going to the link below and completing the individual FRN registration.	
	Name: Colin Schmalz	
	Title: Network Communications Engineer	
	Email: cschmalz@auburnwa.gov	Phone: 253-804-5021
	Personal FRN: 0001563824	
	Link for obtaining personal FRN: https://apps.fcc.gov/coresWeb/regEntityType.do	

Ownership Disclosure Information

7	Please list the names of the Board President and all Board Members below, as well as verify citizenship and ownership interests in any entity regulated by the FCC. Such ownership must be disclosed where a board member 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?	
	Board President:	☐ Yes ☐ No	☐ Yes ☐ No	
	Board Member:	☐ Yes ☐ No	☐ Yes ☐ No	
	Board Member:	☐ Yes ☐ No	☐ Yes ☐ No	
	Board Member:	☐ Yes ☐ No	☐ Yes ☐ No	

Board Member:	☐ Yes ☐ No	☐ Yes ☐ No
Board Member:	☐ Yes ☐ No	☐ Yes ☐ No
Board Member:	☐ Yes ☐ No	☐ Yes ☐ No
Board Member:	☐ Yes ☐ No	☐ Yes ☐ No
Board Member:	☐ Yes ☐ No	☐ Yes ☐ No
Board 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
---	---

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

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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 it has association 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.

Type or Printed Name of Party Authorized to Sign

First Name: Nancy	MI:	Last Name: Backus	Suffix:
Title: Mayor		Customer Name: City of Auburn	
Signature:			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: AMI AGREEMENT

1. Equipment.

- A. **Purchase of Equipment.** Customer shall purchase all Equipment from Sensus' authorized distributor pursuant to the terms and conditions (including any warranties on such Equipment) agreed by Customer and Sensus' authorized distributor. This Agreement shall not affect any terms and conditions, including any warranty terms, agreed by Customer and Sensus' authorized distributor. If Customer elects to purchase any equipment or services directly from Sensus, or if Customer pays any fees or other costs to Sensus, then Sensus' Terms of Sale shall apply. The "Terms of Sale" are available at: <http://na.sensus.com/TC/TermsConditions.pdf>, or 1-800-METER-IT.
- B. THERE ARE NO WARRANTIES IN THIS AGREEMENT, EXPRESS OR IMPLIED. THERE ARE NO IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION, WARRANTIES AS TO FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY, AND ALL SUCH WARRANTIES ARE HEREBY EXPRESSLY EXCLUDED.

2. Services.

- A. **Installation of Equipment.** Installation services will be as agreed between the Customer and Sensus' authorized distributor. Sensus will not provide installation services pursuant to this Agreement.
- B. **Software Implementation.** Sensus shall install and configure the Software and shall install the Software on the Server Hardware.
- C. **IT Systems Integration Services.** Integration of the Software into Customer's new or existing internal IT systems is not included in this Agreement.
- D. **Technical Support.** Sensus shall provide Customer the technical support set forth in Exhibit B.
- E. **Project Management.** Project Management of the AMI System is not included in this Agreement.

3. Software.

- A. **Software as a Service (SaaS).** Sensus shall provide Customer with Software as a Service, as defined in Exhibit A, only so long as Customer is current in its payments for such services.

4. Spectrum

- A. **Definitions in this Section 4.** In this Section 4 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 ("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; if no Ongoing Fees are specifically listed for use of the Leased Spectrum, then Sensus shall partition \$900 from the other Ongoing Fees and such amount is hereby allocated to this spectrum lease pursuant to this Agreement.
- 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:
 - i. 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.
 - ii. Give Sensus the coordinates of the boundaries of Customer's Service Territory or, alternatively, approve Sensus' estimation of the same.
 - iii. 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).
 - iv. Provide any other information or other cooperation reasonably necessary for the Parties to perform as set forth herein.
- E. **Permitted Use of Spectrum Lease.** 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 meters in support of Customer's primary utility business or any other operation approved by Sensus in writing. Without limiting the foregoing, Customer is prohibited from reselling, subleasing or sublicensing the Leased Spectrum or from transmitting voice communications over the Leased Spectrum.
- 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 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 Lease.
- G. **Termination of Spectrum Lease.** The 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
 - i. Pursuant to 47 CFR 1.9040(a);
 - (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;
 - (b) If the FCC License is terminated, Customer has no continuing right to use the Leased Spectrum unless otherwise authorized by the FCC;
 - (c) This Agreement is not an assignment, sale or other transfer of the FCC License;
 - (d) This Agreement may not be assigned except upon written consent of Sensus, which consent may be withheld in its discretion; and
 - (e) In any event, Sensus will not consent to an assignment that does not satisfy FCC rules.
 - ii. Referencing 47 CFR 1.9010, Sensus retains *de jure* and *de facto* control over the applicable radio facilities, including that:
 - (a) Sensus will be responsible for Customer's compliance with FCC policies and rules. Sensus represents and warrants that it has engineered 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

- (b) Sensus will file any necessary FCC forms or applications and Customer agrees reasonably to 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.
- 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.
- 5. **General Terms and Conditions.**
 - A. **Intentionally Omitted**
 - B. **Limitation of Liability.**
 - i. Sensus' aggregate liability in any and all causes of action arising under, out of or in relation to this Agreement, its negotiation, performance, breach or termination (collectively "Causes of Action") shall not exceed the greater of: (a) the total amount paid by Customer directly to Sensus under this Agreement; or (b) ten thousand US dollars (USD 10,000.00). This is so whether the Causes of Action are in tort, including, without limitation, negligence or strict liability, in contract, under statute or otherwise. As separate and independent limitations on liability, Sensus' liability shall be limited to direct damages. Sensus shall not be liable for: (i) any indirect, incidental, special or consequential damages; nor (ii) any revenue or profits lost by Customer or its Affiliates from any End User(s), irrespective whether such lost revenue or profits is categorized as direct damages or otherwise; nor (iii) any In/Out Costs; nor (iv) manual meter read costs and expenses; nor (v) damages arising from maincase or bottom plate breakage caused by freezing temperatures, water hammer conditions, or excessive water pressure. The limitations on liability set forth in this Agreement are fundamental inducements to Sensus entering into this Agreement. They apply unconditionally and in all respects. They are to be interpreted broadly so as to give Sensus the maximum protection permitted under law.
 - ii. To the maximum extent permitted by law, no Cause of Action may be instituted by Customer against Sensus more than TWELVE (12) MONTHS after the Cause of Action first arose. In the calculation of any damages in any Cause of Action, no damages incurred more than TWELVE (12) MONTHS prior to the filing of the Cause of Action shall be recoverable.
 - C. **Termination.** Either party may terminate this Agreement earlier if the other party commits a material breach of this Agreement and such material breach is not cured within forty-five (45) days of written notice by the other party. Upon any expiration or termination of this Agreement, Sensus' and Customer's obligations hereunder shall cease and the software as a service and spectrum lease shall immediately cease.
 - D. **Force Majeure.** If either party becomes unable, either wholly or in part, by an event of Force Majeure, to fulfill its obligations under this Agreement, the obligations affected by the event of Force Majeure will be suspended during the continuance of that inability. The party affected by the force majeure will take reasonable steps to mitigate the Force Majeure. "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.
 - E. **Intellectual Property.** No Intellectual Property is assigned to Customer hereunder. Sensus shall own or continue to own all Intellectual Property used, created, and/or derived in the course of performing this Agreement. To the extent, if any, that any ownership interest in and to such Intellectual Property does not automatically vest in Sensus by virtue of this Agreement or otherwise, and instead vests in Customer, Customer agrees to grant and assign and hereby does grant and assign to Sensus all right, title, and interest that Customer may have in and to such Intellectual Property. Customer agrees not to reverse engineer any Equipment purchased or provided hereunder. "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, 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.
 - F. **Confidentiality.** Both parties shall (and shall cause their employees and contractors to) keep all Confidential Information strictly confidential and shall not disclose it to any third party, except to the extent reasonably required to perform and enforce this Agreement or as required under applicable law, court order or regulation. As used herein, "Confidential Information" means any and all non-public information of either party, including the terms of this agreement, all technical information about either party's products or services, pricing information, marketing and marketing plans, Customer's End Users' data, AMI System performance, AMI System architecture and design, AMI System software, other business and financial information of either party, and all trade secrets of either party. The Confidential Information may be transmitted orally, in writing, electronically or otherwise observed by either party. Notwithstanding the foregoing, "Confidential Information" shall not include: (i) any information that is in the public domain other than due to Recipient's breach of this Agreement; (ii) any information in the possession of the Recipient without restriction prior to disclosure by the Discloser; or (iii) any information independently developed by the Recipient without reliance on the information disclosed hereunder by the Discloser. "Discloser" means either party that discloses Confidential Information, and "Recipient" means either party that receives it.
 - G. **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.
 - H. **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.
 - I. **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.
 - J. **Governing Law and Dispute Resolution.** This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Washington. Any and all disputes arising under, out of, or in relation to this Agreement, its negotiation, performance or termination ("Disputes") shall first be resolved by the Parties attempting mediation in Washington. 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 Washington. TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE PARTIES AGREE TO A BENCH TRIAL AND THAT THERE SHALL BE NO JURY IN ANY DISPUTES.
 - K. **Restriction on Discovery.** The Parties acknowledge the abundance of documents, data, and other information stored in an electronic manner and the time and costs associated with retrieving relevant electronic data from the Parties during the Discovery portion of a claim. Accordingly, the Parties shall utilize only printed or hard-copy documents, data, and other information in Discovery and shall not use or request electronic or e-Discovery methods for any claim, demand, arbitration or litigation subject to this Agreement. All relevant and unprivileged printed or hard-copy materials shall be subject to Discovery, but

neither Party has an obligation to maintain printed or hard-copy files in anticipation of a claim, demand, litigation, or arbitration proceeding.

- L. **Survival.** The provisions of this Agreement that are applicable to circumstances arising after its termination or expiration shall survive such termination or expiration.
 - M. **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.
 - N. **Four Corners.** This written Agreement 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. 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.
 - O. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Additionally, this Agreement may be executed by facsimile or electronic copies, all of which shall be considered an original for all purposes.
6. **Definitions.** As used in this Agreement, the following terms shall have the following meanings:
- A. **"Affiliate"** of a party means any other entity controlling, controlled by, or under common control with such party, where "control" of an entity means the ownership, directly or indirectly, of 50% or more of either: (i) the shares or other equity in such entity; or (ii) the voting rights in such entity.
 - B. **"AMI System"** identifies the Sensus FlexNet Advanced Meter Infrastructure System comprised of the SmartPoint Modules, RF Field Equipment, Server Hardware, software licenses, FCC licenses, and other equipment provided to Customer hereunder. The AMI System only includes the foregoing, as provided by Sensus. The AMI System does not include goods, equipment, software, licenses or rights provided by a third party or parties to this Agreement.
 - C. **"Echo Transceiver"** identifies the Sensus standalone, mounted relay device that takes the radio frequency readings from the SmartPoint Modules and relays them by radio frequency to the relevant FlexNet Base Station.
 - D. **"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.
 - E. **"Field Devices"** means the meters and SmartPoint Modules.
 - F. **"FlexNet Base Station"** identifies the Sensus manufactured device consisting of one transceiver, to be located on a tower that receives readings from the SmartPoint Modules (either directly or via an Echo Transceiver) by radio frequency and passes those readings to the RNI by TCP/IP backhaul communication. For clarity, FlexNet Base Stations include Metro Base Stations.
 - G. **"FlexWare™ 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.
 - H. **"Harris Software"** means the specific items of software provided by N. Harris Computer Corporation only to the extent Customer; (i) has been provided pricing for that specific item of Harris Software; and (ii) is current in its payments for that specific item of Harris Software.
 - 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 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 Customer's meters in the Service Territory. The Permitted Use does not include reading third party meters or reading meters outside the Service Territory.
 - O. **"Release"** means both Updates and Upgrades.
 - P. **"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.
 - Q. **"RF Field Equipment"** means, collectively, FlexNet Base Stations, Echo Transceivers and Remote Transceivers.
 - R. **"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.
 - S. **"Service Territory"** identifies the geographic area where Customer provides electricity, water, and/or gas (as applicable) services to End Users as of the Effective Date. This area will be described in the parties' spectrum lease filing with the FCC.
 - T. **"Server Hardware"** means the RNI hardware.
 - U. **"SmartPoint™ Modules"** identifies the Sensus transmission devices installed on devices such as meters, distribution automation equipment and demand/response devices located at Customer's End Users' premises that take the readings of the meters and transmit those readings by radio frequency to the relevant FlexNet Base Station, Remote Transceiver or Echo Transceiver.
 - V. **"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.
 - W. **"TouchCoupler Unit"** identifies an inductive coupler connection from a water register to the SmartPoint Module.
 - X. **"Updates"** means releases of the Software that constitute a minor improvement in functionality.
 - Y. **"Upgrades"** means releases of the Software which constitute a significant improvement in functionality or architecture of the Software.
 - Z. **"WAN Backhaul"** means the communication link between FlexNet Base Stations and Remote Transceivers and RNI.

Exhibit A Software as a Service

I. Description of Services

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

- A. Termination of Software as a Service.** Customer shall have the option at any time after full deployment but before the end of the Term to terminate the Software as a Service by giving Sensus one hundred twenty (120) calendar days prior written notice. Upon delivery of the notice, Customer shall purchase the necessary RNI(s) and shall pay all applicable fees, including any unpaid Software as a Service fees. Such notice, once delivered to Sensus, is irrevocable. Should Customer elect to terminate the Software as a Service, Customer acknowledges that: (a) Customer shall purchase the RNI hardware; (b) Customer will purchase the necessary software license(s); (c) Sensus will cease to provide the Software as a Service; the parties will fulfill their respective obligations provided that the Customer shall only be obligated to purchase software licenses if it elects to continue to use and host the Sensus software. Sensus acknowledges and agrees at the time of termination and subsequent purchase, the Customer is the sole owner of any hardware purchased by the City from Sensus. Customer shall own all raw end user data. Sensus shall continue to own all Intellectual Property created during the term of the Agreement, including any aggregated and anonymized data.

B. Software as a Service Definition.

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

- i. Use of RNI hardware, located at Sensus' or a third party's data center facility (as determined by Sensus), that is necessary to operate the AMI System.
- ii. Initial training (not to exceed five days) on the use of the AMI System and all product documentation, including any updates to product documentation.
- iii. Providing Patches, Updates, and Upgrades to latest Sensus FlexWare Software releases.
- iv. Providing FCC spectrum, pursuant to the terms of the spectrum lease, to operate the AMI System (for USA customers).
- v. Providing remote firmware maintenance for FlexNet Base Stations and SmartPoint Modules (Customer must provide IP access to each FlexNet Base Station in order to perform secure shell (SSH) functions).
- vi. Providing certain third party software required to operate the RNI (specifically, Microsoft SQL server, Microsoft Windows Server, Red Hat Linux OS, and other Bundled Software).
- vii. Providing secure Web portal access to the hosted FlexWare Software application for the Customer (Customer system administrator grants RNI access to authorized Customer personnel as they are added).
- viii. If requested, submitting a "daily reading file" in standard file format containing hourly consumption reads and all available alarms collected by the AMI System, including exception reports, such as zero consumption reads and non-responding meters (including traceability to the meter location when the meter installer provides the location information).
- ix. 24x7x365 server and network monitoring and trouble ticket generation, advanced security monitoring and preventative maintenance monitoring using diagnostic software tools.
- x. Network optimization after the final propagation study and FlexNet Base Station site plan is verified by Sensus, and network tuning of endpoints deployed in the Service Territory.
- xi. Performing daily off-site vaulting of encrypted backup tapes containing one year of history for auditing purposes.
- xii. Providing current Sensus fixed base reporting software (for up to 50,000 SmartPoint Modules) for up to thirteen (13) months of hourly data retention for basic reporting, route processing and querying functionality.
- xiii. Providing telephone support consistent with the Sensus Technical Support as set forth in Exhibit B.
- xiv. Providing "hot failover" disaster recovery solution within twenty four (24) hours.
- xv. Providing FlexNet Base Station parts repair or replacement, at Sensus' discretion. This excludes field repair labor and field maintenance labor.

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

- i. Normal periodic processing of accounts or readings for Customer's billing system for billing or other analysis purposes (other than daily file delivery).
- ii. Field labor to troubleshoot any SmartPoint Modules in the field in meter populations that have been previously accepted.
- iii. First response labor to troubleshoot FlexNet Base Station, Echo Transceivers, Remote Transceivers or other field network equipment.
- iv. Parts or labor required to repair damage to any field network equipment that is the result of a Force Majeure event.
- v. Customer understands that the Sensus route manager meter data management (MDM) application is limited to 50,000 or fewer SmartPoint Modules, and Customer must utilize an enterprise MDMS (or other suitable solution) to manage reading data when system size exceeds 50,000 SmartPoint Modules.

If an item is not listed in subparagraphs (1) or (2) above, such item is excluded from the Software as a Service and is subject to additional pricing.

II. Further Agreements

A. System Uptime Rate

1. Sensus (or its contractor) shall host the FlexWare Software application on computers owned or controlled by Sensus (or its contractors) and shall provide Customer access to the hosted FlexWare Software application via internet or point to point connection (i.e., Hosted-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 shall be calculated as follows:

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

2. Calculations

- i. "Targeted Minutes of Operation" or "TMO" means total minutes in the applicable month ("Month") minus the Scheduled Downtime in the Month.
- ii. "Scheduled Downtime" means the number of minutes during the Month, as measured by Sensus, in which access to the FlexWare Software 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.
- iii. "Non-Scheduled Downtime" means the number of minutes during the Month, as measured by Sensus, in which access to FlexWare Software 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).

3. Exceptions. "Exceptions" mean the following events:

- i. Force Majeure;
- ii. Emergency Work, as defined below; and
- iii. Lack of Internet Availability, as described below.

4. **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 Host Systems or the FlexWare Software ("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 FlexWare Software by the Customer is made available (the "Host Systems"). Sensus shall endeavor to provide advance notice of such Emergency Work to Customer when practicable and possible.
5. **Lack of Internet Availability.** Sensus shall not be responsible for any deterioration of performance attributable to latencies in the public internet or point-to-point network connection operated by a third party. Customer expressly acknowledges and agrees that Sensus does not and cannot control the flow of data to or from Sensus' networks and other portions of the Internet, and that such flow depends in part on the performance of Internet services provided or controlled by third parties, and that at times, actions or inactions of such third parties can impair or disrupt data transmitted through, and/or Customer's connections to, the Internet or point-to-point data connection (or portions thereof). Although Sensus will use commercially reasonable efforts to take actions Sensus may deem appropriate to mitigate the effects of any such events, Sensus cannot guarantee that such events will not occur. Accordingly, Sensus disclaims any and all liability resulting from or relating to such events.

B. Host 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 Host Systems:

- 1. The computer room(s) in which the hardware is installed is accessible only to authorized individuals.
- 2. Power infrastructure includes one or more uninterruptible power supply (UPS) devices and diesel generators or other alternative power for back-up electrical power.
- 3. 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.
- 4. 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.
- 5. Dry pipe pre-action fire detection and suppression systems are provided.
- 6. Data circuits are available via multiple providers and diverse paths, giving access redundancy.

C. Responsibilities of Customer

- 1. Customer shall promptly pay all Software as a Service fees.
- 2. Customer may not (i) carelessly, knowingly, intentionally or maliciously threaten, disrupt, harm, abuse or interfere with the FlexWare Software, Host 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 FlexWare Software application.
- 3. 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 FlexWare application hosted by Sensus; and (ii) Customer's network router and firewall, if applicable, to allow data to flow between the Customer's Systems and Sensus' Host Systems in a secure manner via the public Internet.
- 4. Each of Customer's authorized users will receive a username and password upon completion of the applicable Sensus registration process ("Authorized Users"). Such usernames and passwords will allow Authorized Users to access the FlexWare Software application. 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 FlexWare Software application and Host 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 FlexWare Software application through Customer's account, account ID, usernames or passwords.

D. Disaster Recovery. In the case of a disaster and loss of access to or use of the FlexWare Software application, Sensus shall use commercially reasonable efforts to restore operations at the same location or at a backup location within twenty four (24) hours. Customer acknowledges and agrees that such an event may result in partial or degraded service when restored. The pre-disaster/loss level of service shall be restored as a soon as commercially reasonable.

If Sensus is providing Customer with a license to use Harris Software, Customer agrees to the following:

Customer License Agreement

- 1. No license is given to the Customer for the source code to the Harris Software. The Customer agrees that it will not attempt to derive, or permit or help others to derive the source code relating to the Harris Software or attempt to otherwise convert or alter the Harris Software into human readable code. The Customer further agrees that it will not attempt to duplicate, or permit or help others to duplicate, the source code relating to the Harris Software.
- 2. The Customer shall have no right to modify the Harris Software supplied by Sensus for Customer's use under this Customer License Agreement without the prior written approval and direction of Sensus and Harris.
- 3. Customer shall not sublicense or permit the sublicense of any of the rights granted to the Customer related to the Harris Software.
- 4. The Customer agrees that it will not, except as otherwise expressly provided in this Customer License Agreement or except as dictated by Customer's standard computer system's backup procedures and/or test environments, make or allow others to make copies or reproductions of the Harris Software or other proprietary information in any form.
- 5. The Customer will ensure that the Universal Copyright Convention symbol and other copyright and proprietary notices of Harris will remain on the Harris Software in machine-readable form.
- 6. The Customer will take the same care to safeguard the Harris Software as it takes to safeguard its own confidential information and such care shall not be any less than would be taken by a reasonable person to safeguard its own confidential information.
- 7. No third party, other than duly authorized agents or employees of the Customer authorized pursuant to the licenses issued hereunder, shall have access to or use of the Harris Software.
- 8. To enable Harris to provide effective support, the Customer shall allow Harris to have remote access to the Harris Software and shall permit Harris to use online diagnostics if required during problem diagnosis.

Exhibit B Technical Support

1. Introduction

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

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

2. Support Categories

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

3. Support Hours

- 3.1. Standard Support Hours: Toll-free telephone support (1-800-638-3748 option #2) is available Monday thru Friday from 8:00AM EST to 6:00PM EST. After-hours, holiday and weekend support for Severity 1 and Severity 2 issues is available by calling 1-800-638-3748, option #8.

4. Support Procedures

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

Severity Levels Description:

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

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

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

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

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

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

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

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

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

If the issue involves units that are considered to be defective with no known reason, the representative will open a Special Investigation RMA through the Support system. If it is determined that a sample is required for further analysis, the customer will be provided with instructions that detail where to send the product sample(s) for a root cause analysis. Once it is determined that the issue cannot be resolved by Tier 1 resources, the ticket will be escalated to Tier 2

support for confirmation/workarounds to resolve immediate issue. Technical Services will immediately contact the customer to advise of the escalation. The response and escalation times are listed in Section 5. At this time, screen shots, log files, configuration files, and database backups will be created and attached to the ticket.

5. Response and Resolution Targets.

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

Severity	Standard Target Response	Standard Target Resolution	Resolution (one or more of the following)
1	30 Minutes	Immediately assign trained and qualified Services Staff to correct the error on an expedited basis. Provide ongoing communication on the status of a correction.	- Satisfactory workaround is provided. - Program patch is provided. - Fix incorporated into future release. - Fix or workaround incorporated into the Support Knowledge Base.
2	4 hours	Assign trained and qualified Services Staff to correct the error. Provide communication as updates occur.	- Satisfactory workaround is provided. - Program patch is provided. - Fix incorporated into future release. - Fix or workaround incorporated into the Support Knowledge Base.
3	1 Business Day	90 business days	- Answer to question is provided. - Satisfactory workaround is provided. - Fix or workaround incorporated into the Support Knowledge Base. - Fix incorporated into future release.
4	2 Business Days	12 months	- Answer to question is provided. - Fix or workaround incorporated into the Support Knowledge Base.

6. Problem Escalation Process

6.1. If the normal support process does not produce the desired results, or if the severity has changed, the issue may be escalated as follows to a higher level of authority.

6.1.1. Severity 1 issues are escalated by Sales or Technical Services to a Supervisor if not resolved within 2 hours; to the Manager level if not resolved within 4 hours; to the Director level if not resolved within the same business day; and to the VP level if not resolved within 24 hours.

6.1.2. A customer may escalate an issue by calling 1-800-638-3748, Option 2. Please specify the Support ticket number and the reason why the issue is being escalated.

6.1.3. In the event that a customer is not satisfied with the level of support or continual problem with their products, they may escalate a given Support ticket to Manager of Technical Services (1-800-638-3748, Option 2).

7. General Support Provisions and Exclusions.

7.1. A Dell-provided three-year ProSupport hardware service plan plus a 4 hour "Mission Critical" upgrade accompanies the server/system hardware that Sensus procures on behalf of the customer. Sensus does not warrant third party server hardware. The customer may renew the ProSupport service plan directly with Dell. The "Dell Master Services Agreement" and "Pro Support for IT Services Description" documents may be found at www.dell.com/service/contracts.

7.2. Sensus procures certain third party software licenses (e.g. Red Hat Enterprise Linux) required to operate the FlexNet-based applications on the Dell hardware. Sensus registers all the applicable third party software licenses in the customer's name and ships all documentation and licensing information to the customer with the server. The customer is responsible for maintaining all third party software licenses.

7.3. In the event of a server hardware failure at the customer site, Sensus will provide replacement Sensus proprietary software (e.g., FlexWare) either on digital media or downloadable from an internet site, as necessary. The method of software redistribution is at Sensus' discretion. The customer is responsible for re-installing the replacement software. Sensus installation support is not covered under this standard Technical Support program but may be provided as a fee-based service.

7.4. Sensus provides online documentation for Sensus products through the Sensus User Forum (<http://myflexnetsystem.com/Module/User/Login>). All Sensus customers are provided access to this online database, which includes operation, configuration and technical manuals. Sensus also hosts periodic user group teleconferences to facilitate the interchange of product ideas, product enhancements, and overall customer experiences. The customer shall provide names and email accounts to Sensus so Sensus may provide access to the Portal.

7.5. Specialized support from Sensus is available on a fee basis to address support issues outside the scope of this support plan or if not covered under another specific maintenance contract. For example, specialized systems integration services or out of warranty network equipment repair that is not covered under a separate maintenance contract.

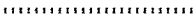
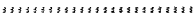
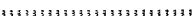
ATTACHMENT "D"

Project CP1317, Water Meter & Billing System Improvements, Contract No. 15-11

CONTRACT SCHEDULE

City of Auburn and Ferguson Waterworks AMI Deployment Project Schedule To Be Provided Within 30 Days of Signed Contract

Task Name	Start	Finish	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Contract Negotiations Complete and Contract Signed	Mon 8/3/15	Mon 8/3/15	◆ 8/3																												
Notice to Proceed	Tue 8/4/15	Tue 8/4/15	◆ 8/4																												
Project Management Kick-Off Meeting	Tue 8/11/15	Tue 8/11/15	◆ 8/11																												
Order Lead-time for Collectors, Meters, Radios, and Software	Tue 8/11/15	Mon 9/21/15																													
Logic Software Integration & Installation	Tue 8/18/15	Mon 9/28/15																													
Collectors Site Preparation and Installation	Thu 8/27/15	Thu 9/24/15																													
Sensus Validation Meeting	Thu 9/24/15	Fri 9/25/15																													
Phase 1-Large Meters & District 5 Installation	Mon 10/5/15	Thu 12/24/15																													
Prerequisite Software Training	Tue 11/10/15	Wed 11/11/15																													
Software Training	Mon 11/16/15	Wed 11/18/15																													
Radio Installation and Field Programming Training	Thu 11/19/15	Fri 11/20/15																													
Phase II-District 1 & 3	Mon 1/4/16	Thu 9/8/16																													
Phase III-District 4 & 2	Tue 1/3/17	Fri 9/8/17																													
Provide Sensus Manuals	Tue 11/24/15	Tue 11/24/15																													
Closeout Project	Thu 12/14/17	Fri 12/15/17																													

Project: AMISchedule2.mpp Date: Fri 6/26/15 Page 79 of 94	Task		Inactive Milestone		Finish-only	
	Split		Inactive Summary		External Tasks	
	Milestone		Manual Task		External Milestone	
	Summary		Duration-only		Progress	
	Project Summary		Manual Summary Rollup		Deadline	
	External Tasks		Manual Summary			
	External Milestone		Start-only			

ATTACHMENT "E"

Project CP1317, Water Meter & Billing System Improvements, Contract No. 15-11

EQUIPMENT WARRANTY

Sensus Limited Warranty

G-500 R18

I. General Product Coverage

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: <http://sensus.com/TC/> ("Terms of Sale").

II. SR II® and accuSTREAM™ 5/8", 3/4" & 1" Meters...

are warranted to perform to AWWA New Meter Accuracy Standards 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 meter 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

III. SR® 5/8", 3/4" & 1" Meters...

are warranted to perform to AWWA New Meter Accuracy Standards for one (1) year from the date of Sensus shipment. Sensus further warrants that the 5/8", 3/4" and 1" SR meter 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:

	Repair Meter Accuracy
5/8" SR Meter	1,500,000 gallons
3/4" SR Meter	2,250,000 gallons
1" SR Meter	3,000,000 gallons

IV. SR 1-1/2" & 2" Meters...

are warranted to perform to AWWA New Meter Accuracy Standards for one (1) year from the date of Sensus shipment. Sensus further warrants that the 1-1/2" and 2" SR meter will perform to at least AWWA Repaired Meter Accuracy Standards for ten (10) years from the date of Sensus shipment or until the registration shown below, whichever occurs first:

	Repair Meter Accuracy
1-1/2" SR Meter	5,000,000 gallons
2" SR Meter	8,000,000 gallons

V. PMM® 5/8", 3/4", 1" Meters...

are warranted to perform to AWWA New Meter Accuracy Standards for one (1) year from the date of Sensus shipment. Sensus further warrants that the 5/8", 3/4", and 1" PMM meter 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:

	Repair Meter Accuracy
5/8" PMM	1,500,000 gallons
3/4" PMM	2,000,000 gallons
1" PMM	3,000,000 gallons

VI. PMM 1-1/2", 2" Meters...

are warranted to perform to AWWA New Meter Accuracy Standards for one (1) year from the date of Sensus shipment. Sensus further warrants that the 1-1/2", and 2" PMM meter will perform to at least AWWA Repaired Meter Accuracy Standards for ten (10) years from the date of Sensus shipment or until the registration shown below, whichever occurs first:

	Repair Meter Accuracy
1-1/2" PMM	5,000,000 gallons
2" PMM	8,000,000 gallons

VII. iPERL™ Water Management Systems...

that register water flow are warranted to perform to the accuracy levels set forth in the iPERL Water Management System Data Sheet (IPL-110), available at www.sensus.com.

com/iperl or by request from 1-800-METER-IT, for twenty (20) years from the date of Sensus shipment. The iPERL System warranty does not include the external housing.

VIII. Maincase...

of the SR, SR II and PMM in both standard and low lead alloy meters are warranted to be free from defects in material and workmanship for twenty-five (25) years from the date of Sensus shipment. Composite and E-coated maincases will be free from defects in material and workmanship for fifteen (15) years from the date of Sensus shipment.

IX. Sensus "W" Series Turbo Meters, OMNI™ Meters and Propeller Meters...

are warranted to perform to AWWA New Meter Accuracy Standards for one (1) year from the date of Sensus shipment.

X. Sensus accuMAG™ 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.

XI. 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, SR II, PMM, accuSTREAM Standard Registers	25 years
5/8" thru 2" SR, SR II, PMM, accuSTREAM Encoder Registers	10 years
Electronic Communication Index (ECI)	10 years
All HSPU, IMP Contactor, R.E.R. Elec. ROFI	1 year
Standard and Encoder Registers for: "W" Turbo and Propeller Meters	1 year
OMNI Register with Battery	10 years

XII. Sensus Electric Meters...

are warranted to be free from defects in material and workmanship for one (1) year from the date of Sensus shipment. Spare parts and components are warranted to be free from defects in material and workmanship for one (1) year from the date of Sensus shipment.

Repaired or refurbished equipment repaired by Sensus is warranted to be free from defects in material and workmanship for ninety (90) days from the date of Sensus shipment or for the time remaining on the original warranty period, whichever is longer.

XIII. Batteries, iPERL System Components, AMR and FlexNet™ System 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 TouchPads	10 years
RadioRead® MXU (Model 505C, 510R or 520R) and Batteries	20 years*
Act-Pak® Instrumentation	1 year
TouchRead® Coupler and AMR Equipment	1 year
FlexNet Water or Gas SmartPoint™ Modules and Batteries	20 years*
Hand Held Device	1 year
Vehicle Gateway Base Station	1 year
FlexNet Base Station (including the Metro and M400 base stations)	1 year
Echo Transceiver	1 year

XIII. Batteries, iPERL System Components, AMR and FlexNet™ System AMI Interface Devices... (continued)

Remote Transceiver	1 year
iConA and FlexNet Electricity SmartPoint Module	1 year
iPERL System Battery and iPERL System Components	20 years*
Residential Electronic Register	20 years*

(continued)

Sensus Limited Warranty

*Sensus will repair or replace non-performing:

- RadioRead® MXU (Model 505C, 510R and 520R) and Batteries,
- FlexNet Water or 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 two firmware downloads during the life of the product) and batteries,
- Residential Electronic Register with hourly reads
- 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 at no cost for the first ten (10) years from the date of Sensus shipment, and for the remaining ten (10) years, at a prorated percentage, applied towards the published list prices in effect for the year product is accepted by Sensus under warranty conditions according to the following schedule:

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

Note: Software supplied and licensed by Sensus is warranted according to the terms of the applicable software license agreement. Sensus warrants that network and monitoring services shall be performed in a professional and workmanlike manner.

XIV. 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).

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. Sensus SmartPoints modules and MXUs returned must be affixed with a completed return evaluation label. 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 XIV SETS FORTH CUSTOMER'S SOLE REMEDY FOR THE FAILURE OF THE PRODUCTS, SERVICES OR LICENSED SOFTWARE TO CONFORM TO THEIR RESPECTIVE WARRANTIES.

XV. 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 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 LICENSES AND SERVICES SOLD OR OTHERWISE PROVIDED BY SENSUS. SENSUS EXPRESSLY DISCLAIMS ANY AND ALL OTHER REPRESENTATIONS AND WARRANTIES, 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 SERVICES TO CONFORM TO THEIR RESPECTIVE WARRANTIES.

XVI. 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.

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.

ATTACHMENT "F"

Project CP1317, Water Meter & Billing System Improvements, Contract No. 15-11

INSURANCE CERTIFICATIONS AND ENDORSEMENTS

ATTACHMENT "G"

Project CP1317, Water Meter & Billing System Improvements, Contract No. 15-11

CONTRACT BOND FORM

Bonding Documents To Be Provided At Time of Contract Acceptance

CONTRACT BOND
CONTRACT NO. 15-11
BOND NO. _____

BOND TO CITY OF AUBURN, WASHINGTON

KNOW ALL MEN BY THESE PRESENTS:

That we, the undersigned, _____,
as principal, and _____, a corporation,
organized and existing under the laws of the State of _____
as a surety corporation, and qualified under the laws of the State of Washington to become surety
upon bonds of contractors with municipal corporations, as surety, are jointly and severally held
and firmly bound to the City of Auburn, Washington, in the penal sum of _____
dollars, for
the payment of which sum we jointly and severally bind ourselves and our successors, heirs,
administrators or personal representatives as the case may be.

This obligation is entered into in pursuance of the Statutes of the State of Washington and the
Ordinances of the City of Auburn, Washington.

Dated at Auburn, Washington, this _____ day of _____, 20____.
Nevertheless, the conditions of the above obligation are such that:

WHEREAS, the City of Auburn on the _____ day of _____, 20____, let to the
above bounden principal a certain Contract. The said Contract being numbered 15-11, and
providing for the construction of Project CP1317, Water Meter & Billing System Improvements
(which Contract is referred to herein and is made a part hereof as though attached hereto), and

WHEREAS, the said principal has accepted, or is about to accept, the said Contract, and
undertake to perform the work therein provided for in the manner and within the time set forth:

NOW, THEREFORE, if the above bounden principal shall faithfully and truly observed and
comply with the terms, conditions, and provisions of said Contract in all respects and shall well
and truly and fully do and perform all matters and things by them undertaken to be performed
under said Contract, upon the terms proposed therein, and any and all duly authorized
modifications of said Contract that may hereafter by made, and within the time prescribed
therein, and until the same is accepted, and shall pay all laborers, mechanics, subcontractors and
material men, and all persons who shall supply principal or subcontractors with provisions and
supplies for the carrying on of said work and shall hold said City of Auburn, Washington,
harmless from any loss or damage occasioned to any person or property by reason of any
carelessness or negligence on the part of said principal or any subcontractor in the performance
of said work, and shall in all respects faithfully perform said Contract according to law, and shall
indemnify and hold the City of Auburn, Washington, harmless from any damage or expense by
reason of failure of performance, as specified in said Contract, and

The undersigned principal and the undersigned surety present this contract bond related to the
Contract, PROVIDED that this document shall not be enforceable unless and until the City of

Auburn awards and executes the Contract to the undersigned principal. No obligations under this bond, for the performance of the above-referenced contract, shall be enforceable until the City of Auburn has executed the contract to the undersigned principal.

The Surety, hereby agrees that modifications and changes may be made in the terms and provisions of the aforesaid Contract without notice to Surety, and any such modifications or changes increasing the total amount to be paid the Principal shall automatically increase the obligation of the Surety on this Contract Bond in a like amount, such increase; however, not to exceed twenty – five percent (25%) of the original amount of this bond without the consent of the Surety.

PROVIDED, however, that after the acceptance of this Contract and the expiration of the lien period, and if there are no liens pending, then the penal sum of this bond, shall be reduced to either ten percent (10%) of the value of the improvements to the City or two thousand dollars (\$2,000), whichever is greater, to warranty against defects appearing or developing in the material or workmanship provided or performed under this Contract within a period of one (1) year after acceptance. Notwithstanding the reduction of this bond, the principal and surety shall hold the City of Auburn harmless from all defects appearing or developing in the material or workmanship provided or performed under this Contract within a period of one (1) year after acceptance, THEN and in that event this obligation shall be void; but otherwise it shall be and remain in full force and effect.

It is hereby expressly agreed that if any legal action is necessary to be brought under the conditions of this bond, that the decisions of the Courts of the State of Washington shall be binding.

IN WITNESS WHEREOF, the above-bounden parties have executed this instrument this _____ day of _____, 20____.

Principal

Surety

By _____
Attorney in Fact

Resident Agent's Address & Phone Number

ATTACHMENT "H"

Project CP1317, Water Meter & Billing System Improvements, Contract No. 15-11

PREVAILING WAGE RATES

**All Prevailing Wage Documents To Be Filed and Provided To The
City of Auburn with Washington State Labor And Industries Prior
to Execution of Services**

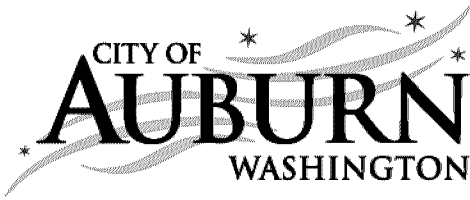
Exhibit B Schedule

Task Name	Start	Finish	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Contract Negotiations Complete and Contract Signed	Mon 8/3/15	Mon 8/3/15	◆ 8/3																												
Notice to Proceed	Tue 8/4/15	Tue 8/4/15	◆ 8/4																												
Project Management Kick-Off Meeting	Tue 8/11/15	Tue 8/11/15	◆ 8/11																												
Order Lead-time for Collectors, Meters, Radios, and Software	Tue 8/11/15	Mon 9/21/15																													
Logic Software Integration & Installation	Tue 8/18/15	Mon 9/28/15																													
Collectors Site Preparation and Installation	Thu 8/27/15	Thu 9/24/15																													
Sensus Validation Meeting	Thu 9/24/15	Fri 9/25/15																													
Phase 1-Large Meters & District 5 Installation	Mon 10/5/15	Thu 12/24/15																													
Prerequisite Software Training	Tue 11/10/15	Wed 11/11/15																													
Software Training	Mon 11/16/15	Wed 11/18/15																													
Radio Installation and Field Programming Training	Thu 11/19/15	Fri 11/20/15																													
Phase II-District 1 & 3	Mon 1/4/16	Thu 9/8/16																													
Phase III-District 4 & 2	Tue 1/3/17	Fri 9/8/17																													
Provide Sensus Manuals	Tue 11/24/15	Tue 11/24/15																													
Closeout Project	Thu 12/14/17	Fri 12/15/17																													

Project: AMISchedule2.mpp Date: Fri 6/26/15 Page 89 of 94	Task		Inactive Milestone		Finish-only	
	Split		Inactive Summary		External Tasks	
	Milestone		Manual Task		External Milestone	
	Summary		Duration-only		Progress	
	Project Summary		Manual Summary Rollup		Deadline	
	External Tasks		Manual Summary			
	External Milestone		Start-only			

Exhibit C

Financing Plan



Interoffice Memorandum

To: City Council
From: Shelley Coleman, Finance Director
CC: Nancy Backus, Mayor
Date: July 6, 2015
Re: Automated Metering Infrastructure (AMI)

The City is going to implement an AMI program which includes new radio read meters, infrastructure to relay the reads, and software. The current estimate for the program is \$5.418M and the construction timeline will be approximately 2.5 years.

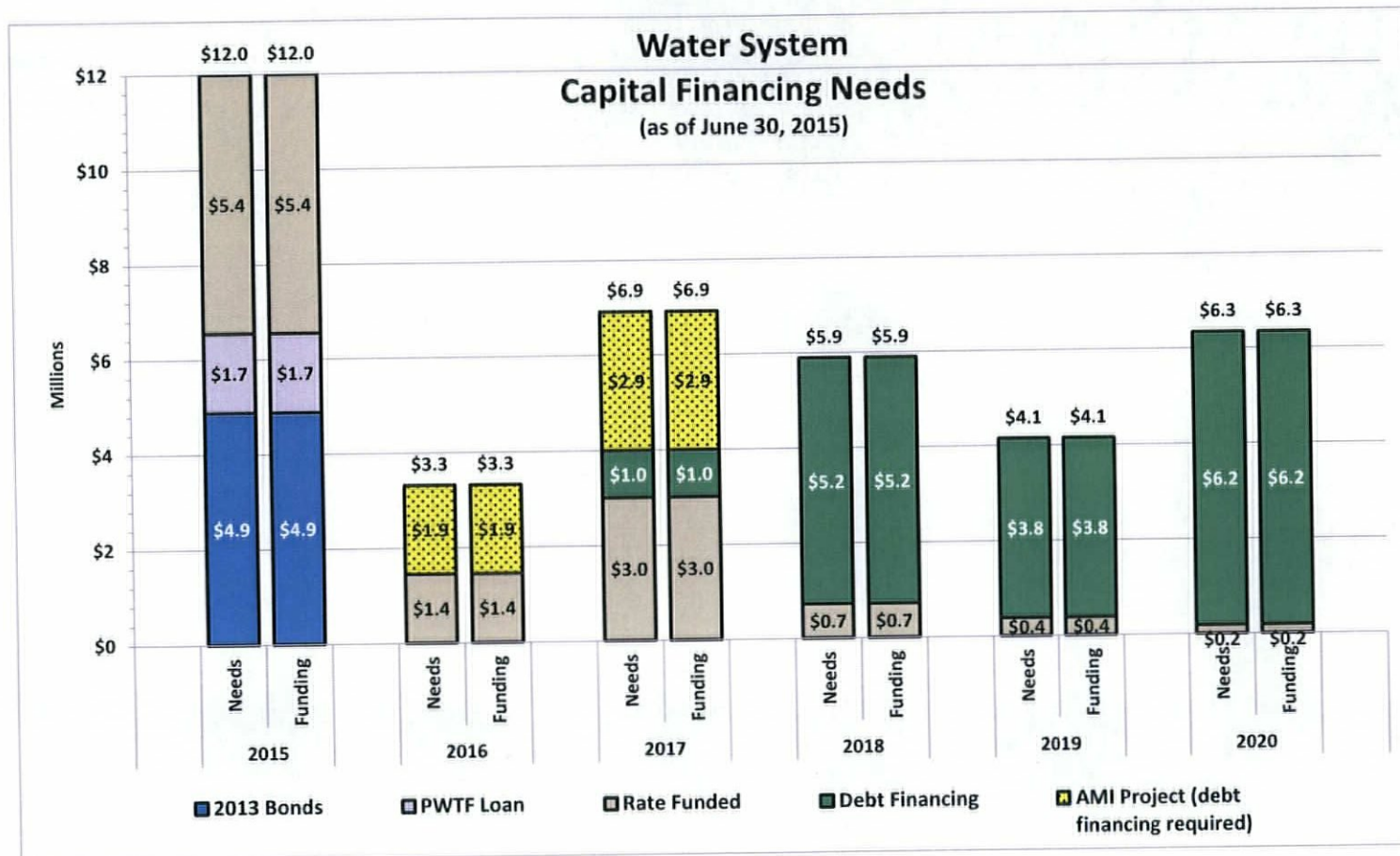
The capital payout is estimated as follows:

AMI Program		
Project Year	Estimated Annual Cost	Financing Source
2015	\$ 637,000	2013 Revenue Bonds
2016	1,867,000	Future Bond Issue
2017	2,914,000	Future Bond Issue
	<u>\$ 5,418,000</u>	Total

The planned bond debt service for this project will be paid from existing user rates. However, the amount and timing of financing required for the Water Utility System capital program will dictate which year the bonds need to be issued.

The attached graph and schedule shows the total financing need for the project is \$1.867M in 2016 and \$2.914M in 2017. Bonding for capital programs is expensive and requires staff resources therefore it is recommended to bridge the funding requirement for the project in 2016 with an interfund loan from either the Sewer or Stormwater Utility. The City would then issue bonds in 2017 and repay the loan.

Attachment



Major Projects:

	\$ 1,000s					
	2015	2016	2017	2018	2019	2020
AMI	637	1,867	2,914			
Water Repair & Repl				1,700	260	1,900
Cascade Water Purchases			533	533	533	2,164
Coal Creek Springs				800	2,600	
Well 1 Improvements	3,180					
Street Utility Improv	807		500	500	500	500
Academy Pump Sta	312		925	1,200		
Valley AC Main Repl	1,364					
Reservoir Painting						1,250
Well 4 Power & Chlor	913					
White River Crossing			450	450		
AWS Flooding Improv	897					
Fulmer Well Field Improv	813					
Other	3,075	1,480	1,565	700	250	525
TOTAL	11,997	3,347	6,886	5,883	4,143	6,339
						38,596

Exhibit D

Public Education/Communication Plan

AMI Proposed Communication Plan – City of Auburn, Washington

PURPOSE:

- Inform residents that new meters that are more advanced and accurate will be phased in over time to Auburn business and residential utility customers

PROJECT SCOPE AND TIMELINE:

- Replacing 14,000 meters / \$6.0M project over 3 years
- Project kickoff in 2015
- Late Summer 2015 towers and broadcasters installed, software integrated
- Fall 2015 begin installation to big commercial/industrial
- 2016-2017 residential installations

PRIMARY MESSAGING CHANNEL:

- Individual communication to business and households prior to new meter being installed (letter, door hanger, bill insert, etc.)
- Add insert to utility bill as meter installation begins
- CodeRed phone call to neighborhoods or businesses where meter installation will be taking place
- OPTIONAL: public education article in Auburn Magazine as meters begin to be installed

OTHER MESSAGING CHANNELS:

- Website information (via communication kit from vendor)
- Video message re: benefits of updated infrastructure (after stats can be curated)
- Social media (if needed or desired)

PRIMARY MESSAGES (courtesy City of Renton):

- Reduced meter reading costs
- Reduced staff exposure to hazards
- Rapid leak detection and early notification to customer
- Improved demand information to support
 - Water use efficiency
 - Modeling and analysis
- Earlier detection of ‘stuck’ meters and tampering
- Facilitate accurate and timely billing