

Contract Cover Sheet

All Contracts over \$3,000 should be reviewed by Purchasing and Legal prior to being signed by the vendor.
Please Note: Contracts between \$3,000.01-\$15,000 require Dept. Director/Executive Director signature. Contracts valued between \$15,000.01-\$25,000 require Assistant City Manager or City Manager signature. Contracts valued between \$25,000.01-\$50,000 require City Manager signature. All contracts valued over \$50,000 must be approved by Council. Signing can be completed in Munis.

Dept: Utility Billing Date: 10/01/2025 Department Contact: Lindsey Sinibaldi

Vendor: Thirkettle DBA Aqua Metric Sales Company Amount: \$1,715,000

Begin Date: 10/01/2025 End Date: 09/30/2027 Contract Terms: 2 years/months No. Renewals:

Description of Purchase: New Water Meters and Parts

Purchasing Procedure:

❖ **HUBs** - <https://mycpa.cpa.state.tx.us/tpasscmlbsearch/index.jsp>
In compliance with Chapter 252.0215 of the Texas Local Government Code the department originating this purchase requisition certifies that the following two Galveston County Historically Underutilized Businesses were contacted for quotes:

| HUB #1 | HUB #2 |
|--------|--------|
| | |

If no HUBs are available or if contact was attempted, proof of search and contact is to be attached.

- ❖ **Quotes: Minimum 3 Required** - No. of quotes received
- ❖ **Items or Services Through a Co-Op** - Co-op Contract must be attached as backup
- ❖ **Sole Source** - Requires a signed letter from the vendor and approval of the Purchasing Manager
- ❖ **Emergency Purchase** - Signed memo by department director must be attached
- ❖ **DocuSign, Purchasing Review & Signatures** – Completed contract packet is to be sent by the department to their Buyer and the City Attorney's office. Please CC purchasing@leaguecitytx.gov

Attachments Included:

- Quote - (Vendor Quotes, HUBs – proof of contact and search, summary sheet)
- Signed Sole Source Letter
- Co-op Contract: Co-op Name Contract No. Exp. Date
- Emergency Purchase (Signed Memo by Dept. Director)
- Contract/Agreement (NOT Signed by Vendor)
- Professional/Legal Services or other exception (no quote req., per TX Local Govt Code Chapter 252.022)

| | | |
|------------------------------------|-----------------------------|------------------|
| Signed by: | | |
| <u>Lester Colbert</u> | | <u>10/1/2025</u> |
| <small>2AA80B0EC189418...</small> | Purchasing Department | Date |
| DocuSigned by: | | |
| <u>Joshua Gutierrez</u> | | <u>10/3/2025</u> |
| <small>EC2D88B8C63CB45D...</small> | City Attorney | Date |
| DocuSigned by: | | |
| <u>Kimberly Corell</u> | | <u>10/3/2025</u> |
| <small>3307D5D2AD1D416...</small> | Director/Executive Director | Date |

This Cover Sheet and its signatures do not signify that the attached contract has been executed by the City of League City. The signatures on this Cover Sheet solely confirm that the contract has been reviewed by the City's legal and purchasing department to ensure compliance with all applicable City policies, federal, state, and local laws.



STANDARD AGREEMENT

(Version 9-22-2023)

This AGREEMENT (“Agreement”) is entered by and between **Thirkettle DBA Aqua Metric Sales Company** (“Contractor”), located at **4050 Flat Rock Dr. Riverdale, California 92505** and the **City of League City** (“City”), a home-rule municipality, located at 300 W. Walker St., League City, Texas 77573 on the date set forth below.

Terms:

1. **Scope of Services:** Contractor will perform the services and/or provide the products as set forth in **Exhibit A**, which is attached and incorporated herein, and which can be generally described as **the purchase of water meters and parts**. If there is a conflict between the terms of this Agreement and Exhibit A, the terms of this Agreement will prevail.
2. **Term and Termination:** This Agreement shall commence on **October 1, 2025** and shall expire on **September 30, 2027**. The period from commencement to expiration is the Contract Term. City reserves the right to terminate this Agreement for convenience upon seven (7) days written notice to Contractor. Upon such termination, City shall pay Contractor, at the rate set out in **Exhibit A**, for services satisfactorily performed or products satisfactorily provided up through the date of termination. Notwithstanding any provision in this Agreement to the contrary, City will not be required to pay or reimburse Contractor for any services performed or for expenses incurred by Contractor after the date of the termination notice that could have been avoided or mitigated by Contractor.
3. **Compensation:** Contractor shall be paid for the services/products as set forth in **Exhibit A**. In no event shall the total compensation exceed **\$1,715,000** during the term of this Agreement. City shall tender payment (including progress/partial payments) for services/goods only after such services are completed or goods are delivered and are deemed to be acceptable under this Agreement, in the sole reasonable discretion of City. Contractor must submit to City invoices for all goods delivered and services provided, which invoices must include details and dates of service or delivery. Payment by City shall be made within thirty (30) days of receipt of an invoice, except for any portion of the invoiced amount that City disapproves as not compliant under this Agreement, in the sole reasonable discretion of City. If City disapproves any amount submitted for payment by Contractor, City shall give Contractor specific reasons for disapproval in writing.
4. **Insurance:** Contractor **is not** required during the Contract Term to maintain insurance as follows: (a) Comprehensive General Commercial Liability insurance covering bodily injury and property damage, with minimum coverage limits—exclusive of defense costs—of \$1,000,000 per occurrence and \$2,000,000 aggregate; (b) If Contractor will provide City “professional services,” as that term is used in Chapter 252 of the Texas Local Government Code, Professional Liability (errors and omissions/malpractice) insurance with minimum coverage limits—exclusive of defense costs—of \$2,000,000 per occurrence; and (c) If at any point during the Contract Term it is foreseeable that Contractor will enter upon City premises: (i) Worker’s Compensation coverage with statutory limits for the State of Texas, and (ii) Commercial Automobile Liability coverage with minimum coverage limits—exclusive of defense costs—of \$1,000,000 per occurrence and

\$2,000,000 aggregate. All policies must contain a waiver of subrogation against City. Comprehensive General Liability and Commercial Automobile Liability policies must name the City as Additional Insured. Contractor shall pay all insurance deductibles and deductibles must not exceed \$10,000 unless approved in advance by City. Contractor shall provide City Certificates of Insurance evidencing these insurance requirements prior to the start of work.

5. **Liquidated Damages:** Liquidated damages **are not** applicable to this transaction. Contractor acknowledges that time is of the essence in performing this Agreement. City and Contractor (collectively, the “Parties”) agree that if Contractor is late in performing any obligation of this Agreement, City will suffer loss, damages, or other harm from Contractor’s delay. The Parties agree that the amount of loss, damages, or harm likely to be incurred is incapable or difficult to precisely estimate, and therefore Contractor agrees to pay City liquidated damages for delay at a daily rate equal to the total compensation allowed under the Agreement divided by the number of days in the Contract Term. The Parties further agree that: (i) the liquidated damages specified herein are not a penalty but rather bear a reasonable relationship to, and is not plainly or grossly disproportionate to, the probable loss likely to be incurred by City as a result of Contractor’s delay; (ii) one of the reasons for City and Contractor to agree to such amounts is the uncertainty and cost of litigation regarding the question of actual damages; and (iii) City and Contractor are sophisticated business parties and negotiated this Agreement at arm’s length.
6. **Independent Contractor:** Contractor is an independent contractor and is not an employee, partner, joint venture, or agent of City. Contractor understands and agrees that he/she will not be entitled to any benefits generally available to City employees. Contractor shall be responsible for all expenses necessary to carry out the services under this Agreement and shall not be reimbursed by City for such expenses except as otherwise provided in this Agreement.
7. **Intellectual Property:** This Agreement shall be an Agreement for services and the parties intend and consider any work created as a result of this Agreement, including any and all documentation, images, products or results, to be a work (the “Work”) for hire under federal copyright law. Ownership of the Work shall belong to and remain the exclusive property of City. The Work may be edited at any time within City’s discretion. If the Work would not be considered a work-for-hire under applicable law, Contractor hereby assigns, transfers, and conveys any and all rights, title and interest to City, including without limitation all copyrights, patents, rights of reproduction, rights to ownership, and right to secure registrations, renewals, reissues and extensions thereof. As the sole copyright holder of the Work, City maintains and asserts the rights to use, reproduce, make derivative works from, and/or edit the Work in any form of medium, expression or technology now known or hereafter developed, at any time within City’s discretion. Contractor shall not sell, disclose or obtain any other compensation for the services provided herein or the Work. If the Work is one to which the provisions of 17 U.S.C. § 106A apply, Contractor hereby waives and appoints City to assert on Contractor's behalf Contractor's moral rights or any equivalent rights regarding the form or extent of any alteration to the Work (including, without limitation, removal or destruction) or the making of any derivative works based on the Work, including, without limitation, photographs, drawings or other visual reproductions of the work, in any medium, for City’s purposes.
8. **Confidentiality:** During the course of the services to be provided under this Agreement, Contractor may become privy to confidential information of City. Contractor agrees to treat as confidential the information or knowledge that becomes known to Contractor during performance of this Agreement and to not use, copy, or disclose such information to any third party unless authorized in writing by City. This provision does not restrict the disclosure of any

information that is required to be disclosed under applicable law. Contractor shall promptly notify City of any misuse or unauthorized disclosure of City's confidential information and upon expiration of this Agreement shall return to City all confidential information in Contractor's possession or control. Contractor shall further comply with all information security policies of City that may apply and shall not make any press releases, public statements or advertisement referring to the services provided under this Agreement or the engagement of Contractor without the prior written approval of City.

9. **Warranties and Representations:** Contractor warrants and agrees that Contractor shall perform its services and conduct all operations in conformity with all applicable federal, state, and local laws, rules, regulations, and ordinances. For any service performed on premises owned or controlled by City, Contractor warrants and agrees that Contractor will perform said services in compliance with all City rules, including but not limited to, prohibitions related to tobacco use, alcohol, and other drugs.
10. **Licenses/Certifications:** Contractor represents and warrants that it will obtain and maintain in effect, and pay the cost of, all licenses, permits or certifications that may be necessary for Contractor's performance of this Agreement. If Contractor is a business entity, Contractor warrants, represents, covenants, and agrees that it is duly organized, validly existing and in good standing under the laws of the state of its formation; and is duly authorized and in good standing to conduct business in the State of Texas, that it has all necessary power and has received all necessary approvals to execute and deliver the Agreement and is authorized to execute this Agreement according to its terms on behalf of Contractor.
11. **Performance/Qualifications:** Contractor agrees and represents that Contractor has the personnel, experience, and knowledge necessary to qualify Contractor for the particular duties to be performed under this Agreement. Contractor warrants that all services performed under this Agreement shall be performed consistent with generally prevailing professional or industry standards.
12. **Conflict of Interest:** Contractor warrants, represents, and agrees that Contractor presently has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with Contractor's performance of the services hereunder. Contractor further warrants and affirms that no relationship or affiliation exists between Contractor and City that could be construed as a conflict of interest with regard to this Agreement.
13. **INDEMNIFICATION: CONTRACTOR SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS CITY , AND EACH OF ITS OFFICIALS, OFFICERS, AGENTS AND EMPLOYEES FROM AND AGAINST ALL CLAIMS, ACTIONS, SUITS, DEMANDS, PROCEEDINGS, COSTS, DAMAGES AND LIABILITIES, INCLUDING WITHOUT LIMITATION ATTORNEYS' FEES AND REASONABLE LITIGATION COSTS, ARISING OUT OF, CONNECTED WITH, OR RESULTING FROM ANY ACTS OR OMISSIONS OF CONTRACTOR OR ANY AGENT, EMPLOYEE, SUBCONTRACTOR, OR SUPPLIER OF CONTRACTOR IN THE EXECUTION OR PERFORMANCE OF THIS CONTRACT, TO THE EXTENT THE CLAIM ARISES FROM**

NEGLIGENCE, WILLFUL ACT, BREACH OF CONTRACT OR VIOLATION OF LAW.

14. **Force Majeure:** Neither City nor Contractor shall be liable for any delay in the performance of this Agreement, nor for any other breach, nor for any loss or damage arising solely from uncontrollable forces such as fire, theft, storm, war, or any other force majeure that could not have been reasonably avoided by the exercise of due diligence.
15. **Notices:** Any notice given under this Agreement by either party to the other may be affected either by personal delivery in writing or by mail, registered or certified postage prepaid with return receipt requested. Mailed notices shall be addressed to the addresses of the Parties as they appear in the contract. Notices delivered personally shall be deemed communicated at the time of actual receipt. Mailed notices shall be deemed communicated three (3) days after mailing.
16. **Texas Family Code Child Support Certification:** Pursuant to Section 231.006 of the Texas Family Code, Contractor certifies that it is not ineligible to receive the award of or payments under the Agreement and acknowledges that the Agreement may be terminated, and payment may be withheld if this certification is inaccurate.
17. **State and/or City Auditor:** Contractor understands that acceptance of funds under the Agreement constitutes acceptance of the authority of the Texas State Auditor's Office, or any successor agency or the City's internal auditor (collectively, the "Auditor"), to conduct an audit or investigation in connection with those funds. Contractor agrees to cooperate with the Auditor in the conduct of the audit or investigation, including without limitation providing all records requested. Contractor will include this provision in all contracts with permitted subcontractors.
18. **Jurisdiction:** Any disputes under this Agreement shall be brought in a court of competent jurisdiction in Galveston, Texas and governed by Texas law.
19. **Alternative Dispute Resolution:** To the extent that Chapter 2260, Texas Government Code, is applicable to this Contract and is not preempted by other applicable law, the dispute resolution process provided for in Chapter 2260 and the related rules adopted by the Texas Attorney General Pursuant to Chapter 2260, shall be used by City and Contractor to attempt to resolve any claim for breach of contract made by Contractor that cannot be resolved in the ordinary course of business. The Director of Finance of City shall examine Contractor's claim and any counterclaim and negotiate with Contractor in an effort to resolve such claims. This provision shall not be construed as a waiver by City of its right to seek redress in the courts.
20. **Entire Agreement:** This Agreement contains the entire understanding between the Parties and supersedes all prior agreements, arrangements, and understanding, oral or written between the Parties relating to this Agreement. This Agreement may not be modified except by mutual written agreement of the Parties executed subsequent to this Agreement.
21. **Eligibility to Receive Payment:** Contractor certifies that, as a matter of state law, it is not ineligible to receive the Agreement and payments pursuant to the Agreement and acknowledges that the Agreement may be terminated, and payment withheld if this representation is inaccurate.
22. **Payment of Debt/Delinquency to State:** Contractor certifies that it is not indebted to the City of League City and is current on all taxes owed to the City of League City. Contractor agrees that any payments owing to Contractor under the Agreement may be applied directly toward any debt

or delinquency that Contractor owes the City of League City regardless of when it arises, until such debt or delinquency is paid in full.

23. **Products and Materials Produced in Texas:** If Contractor will provide services under the Agreement, Contractor covenants and agrees that in performing its duties and obligations under the Agreement, it will purchase products and materials produced in Texas when such products and materials are available at a price and delivery time comparable to products and materials produced outside of Texas.
24. **Risk of Loss:** If applicable, all work performed by Contractor pursuant to the Agreement will be at Contractor's exclusive risk until final and complete acceptance of the work by City. In the case of any loss or damage to the work prior to City's acceptance, bearing such loss or damage will be Contractor's responsibility.
25. **Publicity:** Contractor shall not use City's name, logo or likeness in any press release, marketing materials or other public announcement without receiving City's prior written approval.
26. **Legal Construction/Severability:** In the event that any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision, and this Agreement shall be construed as if such invalid, illegal or unenforceable provisions had never been contained in it. To this end, the provisions of this Agreement are declared to be severable. The Parties may mutually agree to renegotiate the Agreement to cure such illegality/invalidity or unconstitutionality if such may be reasonably accomplished.
27. **Limitations:** The Parties are aware that there are constitutional and statutory limitations on the authority of City to enter into certain terms and conditions of the Agreement, including, but not limited to, those terms and conditions relating to liens on City's property; disclaimers and limitations of warranties; disclaimers and limitations of liability for damages; waivers, disclaimers and limitations of legal rights, remedies, requirements and processes; limitations of periods to bring legal action; granting control of litigation or settlement to another party; liability for acts or omissions of third parties; payment of attorneys' fees; dispute resolution; indemnities; and confidentiality (collectively, the "Limitations"). Any terms and conditions related to the Limitations will not be binding on City except to the extent authorized by the laws and Constitution of the State of Texas.
28. **Sovereign Immunity:** The Parties agree that neither the execution of the Agreement by City nor any other conduct, action or inaction of any City representative relating to the Agreement constitutes a waiver of sovereign immunity by City. The Parties also agree that this Agreement constitutes a governmental function and is not a proprietary function.
29. **Authority:** The Parties stipulate that in entering into this Agreement, the City is performing a solely governmental function and not a proprietary function. Contractor warrants and represents that Contractor has full power and authority to enter into and perform this Agreement and to make the grant of rights contained herein. The person signing on behalf of City represents that he/she has authority to sign this Agreement on behalf of City.
30. **Non-Waiver:** The Parties specifically agree that neither the occurrence of an event giving rise to a breach of contract claim nor the pendency of a claim constitute grounds for the suspension of performance by Contractor. No covenant or condition of this Agreement may be waived except

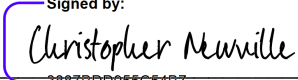
by written consent of the waiving party. Forbearance or indulgence by one party in any regard whatsoever shall not constitute a waiver of the covenant or condition to be performed by the other party.

31. **Prohibitions Pursuant to Texas Government Code:** By executing this Agreement Contractor verifies that Contractor (1) does not boycott Israel and will not during the term of this Agreement per Section 2274.002; (2) is not engaged in business with Iran, Sudan, or any company on the list referenced in Section 2252.152; (3) does not boycott energy companies and will not during the term of this Agreement per 2274.002; and (4) does not have a practice, policy, guidance, or directive of this Agreement against a firearm entity or firearm trade association and will not during the term of this Agreement per 2274.002.

(signature block on next page)

Executed on _____ . *(date to be filled in by City Secretary)*

THIRKETTLE DBA AQUA METRIC SALES COMPANY - "Contractor"

Signed by:


3887BDD985C34B7...
Chris Newville, Manager

CITY OF LEAGUE CITY - "City"

John Baumgartner, City Manager

Attest:

Diana Stapp, City Secretary

Approved as to Form:

Office of the City Attorney

Exhibit A

Scope of Services/Description of Products/Payment Schedule

(There are **14** pages for Exhibit A, including this page)

Scope of Work: To purchase new meters for new construction and meter parts for existing meters within
League City

Jim Grillo
Sensus USA, Inc
Director of Sales Central Region
612-867-3283
jim.grillo@xylem.com



September 29, 2025

To Whom It May Concern:

Sensus USA, Inc is pleased to announce that **Aqua Metric of Selma, TX** is the exclusive Authorized Distributor of Sensus products and Value Added Reseller (VAR) for Sensus Services such as SaaS in the states of Texas and Louisiana.

Please contact Aqua Metric for all of your Sensus needs. Purchasing Sensus products and services from the authorized distributor for your area ensures that your products will be properly supported and warranted.

We look forward to the opportunity of providing your firm with quality water measurement equipment and support in the near future. Please feel free to contact me at jim.grillo@xylem.com regarding this or any other matter.

Sincerely

A handwritten signature in black ink, appearing to read "J. Grillo", written in a cursive style.

James C. Grillo
Director of Sales Central Region
Sensus USA, Inc



Aqua-Metric Sales Company

16914 Alamo Parkway, Bldg. 2 | Selma, TX 78154

Phone: (210) 967-6300 | Facsimile: (210) 967-6305

Client: City of League City, Texas

August 20, 2025

Attention: Lindsey Sinibaldi

Address: 300 W Walker Street

City, State, Zip: League City, Texas 77573

Phone: (281) 554-1000

Email: Lindsey.Sinibaldi@leaguecitytx.gov

| Line No. | Item | Quantity | Unit |
|------------------------|-------------------------------------|----------|----------|
| Special Pricing | | | |
| | 520M Single Port SmartPoint | | \$155.00 |
| | 520M Dual Port SmartPoint | | \$182.50 |
| | 3/4" SL iPERL Meter USG | | \$146.25 |
| | 1" iPERL Meter USG | | \$213.75 |
| | 1 1/2" OMNI R2 Meter USG | | \$573.33 |
| | 2" OMNI R2 Meter USG | | \$802.67 |
| | 520M Pit Lid Housing, Ill No. 85B | | \$29.20 |
| | 520M Pit Locking Nut, Ill No. 85E | | \$6.27 |
| | iPERL Cable Only, 6' TR/PL Two-Wire | | \$21.33 |

This quote for the product and services named above is subject to the following terms:

1. All quotes are subject to the Aqua-Metric Terms of Sales available at www.aqua-metric.com
2. Quote is valid until 09/30/27.
3. If modifications in materials, labor or processing are required to meet new regulations, the pricing submitted herein is subject to immediate change.
4. Freight allowed on single Sensus orders exceeding \$80,000.00.
5. Net Thirty Days to Pay.
6. Returned product may be subject to a 25% restocking fee
7. Sales Tax and/or Freight charges are approximated and may vary on final invoice.
8. TAXES AND FEES. All prices quoted are exclusive of federal taxes, state taxes, municipal taxes, tariffs, duties, and other government-imposed fees (collectively the "Taxes and Fees") related to the procurement, installation, and delivery of materials and equipment. Customer shall be liable for all applicable Taxes and Fees imposed upon the Goods purchased. Taxes and Fees will be added to each applicable invoice and are the responsibility of the Customer. If Customer is exempt



Aqua-Metric Sales Company

16914 Alamo Parkway, Bldg. 2 | Selma, TX 78154

Phone: (210) 967-6300 | Facsimile: (210) 967-6305

Client: City of League City, Texas

August 20, 2025

Attention: Lindsey Sinibaldi

Address 300 W Walker Street

City, State, Zip: League City, Texas 77573

Phone: (281) 554-1000

Email: Lindsey.Sinibaldi@leaguecitytx.gov

| Line No. | Item | Quantity | Unit |
|----------|------|----------|------|
|----------|------|----------|------|

from sales tax, Customer is required to provide all applicable tax exemption documentation at the time of purchase. Any changes in Taxes and Fees may result in adjustments to the final invoice accordingly.

Thirkettle Corporation General Terms of Sale

1. DEFINITIONS.

- 1.1. "Customer" means the party purchasing goods or services pursuant to these Terms of Sale ("Terms").
- 1.2. "Company" means Thirkettle Corporation, including without limitation wholly owned subsidiaries Aqua-Metric Sales Company™ and Utiliuse™, who is the authorized reseller of certain Goods provided to Customer.
- 1.3. "Goods" broadly means the collective Products and/or Services sold or otherwise provided by the Company.
- 1.4. "Product" means any tangible material, object, or software offered for sale by the Company.
- 1.5. "Service" means a business act or task as performed by an individual at a predetermined billable rate.
- 1.6. "Supplier" refers to a third-party business entity who manufactures or supplies various Goods furnished by the Company.

2. **CONTRACT OF SALE.** All Goods offered for sale are subject to the prices and terms specified in (i) the Terms outlined herein, (ii) an applicable Company quotation, bid, or proposal (collectively, the "Proposal"), and/or (iii) separate agreement duly executed by and between the Company and Customer; all of which are subject to change. A Customer's purchase order or similar writing shall constitute an acceptance of the offer to sell (the "Agreement"); however, any inconsistent, additional or different terms to the Proposal contained in a Customer's request for quotation or purchase order (collectively, "Additional Terms") are hereby objected to and rejected by the Company. Such Additional Terms will not become part of the Agreement unless accepted by the Company in a writing. Notwithstanding anything to the contrary herein, these Terms may be incorporated by reference or otherwise modified, in whole or in part, into a mutually acceptable agreement duly executed between the Company and the Customer.

3. **PROPOSALS.** Proposals are inclusive of only the Goods detailed within a formal Company quotation form. Proposals will remain valid for a period of thirty (30) days unless otherwise noted. All pricing is subject to change based on the manufacturer's suggested retail price. The Company reserves the right to apply a price adjustment to all quotes or orders received and not delivered to the Customer as a result of economic price increase or decrease in cost of raw materials, labor, or transport at the time imposed by the Company's Suppliers. Any supplemental or incidental Goods required but not included will be subject to additional costs to the Customer. THE COMPANY MAKES NO GUARANTEE, EITHER EXPRESSED OR IMPLIED, THAT PROPOSAL PRICING IS ALL INCLUSIVE.

4. **ANNUAL SERVICES.** Annual Services are the recurring fees for software or Services required to operate, maintain, or support Customer's product and/or software; including but not limited to annual support fees, Software-as-a-Service (or "SaaS") licensing fees, server or data hosting and licensing fees, or any fee requiring a fee for service. Unless otherwise agreed upon in writing between the Company and Customer, annual subscription services will automatically renew annually and will be subject to an automatic annual escalation to the antecedent annual fee imposed by the Supplier.

5. **TAXES AND FEES.** All prices quoted are exclusive of federal taxes, state taxes, municipal taxes, tariffs, duties, and other government-imposed fees (collectively the "Taxes and Fees") related to the procurement, installation, and delivery of materials and equipment. Customer shall be liable for all Taxes and Fees imposed upon the Goods purchased under this Agreement. Taxes and Fees will be added to each applicable invoice and are the responsibility of the Customer. If Customer is exempt from sales tax, Customer is required to provide all applicable tax exemption documentation at the time of purchase. Any changes in Taxes and Fees during this Agreement may result in adjustments to the final invoice accordingly.

6. **PAYMENT TERMS.** Customer shall pay all undisputed invoices in US Dollars within thirty (30) days of the invoice date. The Company reserves the right to establish credit limits for Customer and may require full or partial payment prior to provisioning of any Goods. All payments shall be made via credit card (VISA or MasterCard), check or electronic ACH payment. In the event of dispute, Customer must notify the Company, in

writing, within seven (7) days of receipt of an invoice. Notwithstanding, if Customer fails to pay any non-disputed invoice within 30 days of the invoice date, the Company may, in its sole discretion, 1) assess late fees in the amount of one (1) percent per calendar day past due or the highest rate permitted by law, 2) place Customer on "credit hold" and withhold or suspend, in whole or in part, current or future orders or business Services, including without limitation the Annual Services; until Customer has paid all delinquent amounts plus any applicable late fees to the Company. Further, the Company may, in its sole discretion, transfer delinquent invoices to a third-party collections agency. In such event, Customer will be responsible for all fees assessed, including reasonable attorney fees, to collect Customer debts.

7. **PRODUCT LEAD TIMES.** All purchase orders will be prioritized and fulfilled in the order received. Stock orders will be fulfilled in the most expeditious means available. Non-stock or special order Goods delivery times will be subject to availability and Supplier lead times.

8. **PACKAGING.** The Company reserves the right to select the manner in which Products are packaged. Quoted prices include standard packaging. Special requirements for packaging will be subject to additional charges.

9. **SHIPPING AND HANDLING.** All Products will be shipped Freight on Board (FOB) Destination Freight Prepaid and Added. The Company will ship all Products using the most economical ground transportation service. Expedited shipments, such as "next day" or "second day", will be at the Customers expense unless otherwise agreed upon by the Company. All applicable shipping and handling charges will be included on the Company's invoice to the Customer. The Company does not guarantee and therefore will not be liable for any delays in shipment.

10. **FREIGHT.** Oversized Product(s) or bulk orders will be shipped on standard Less-Than-Truckload ("LTL") freight carriers when applicable. The Customer is required to provide the necessary equipment required (i.e. loading dock, fork lift, pallet jack, etc.) to unload the shipment upon arrival. If the Customer does not have access to equipment necessary to unload the Product(s), Customer must inform the Company in advance and prior to shipment. Customer will be responsible for any additional cost(s) or fee(s) incurred for special handling requirements.

11. **FREIGHT ALLOWANCE.** Single Sensus product orders exceeding \$80,000 will be shipped FOB Freight Allowed unless otherwise specified and agreed upon in writing. Freight allowance is only applicable to single orders shipped complete. Partial shipments must be specified in writing at the time of order placement. The Company reserves the right to refuse freight allowance and/or bill partial freight costs on final invoice.

12. **TITLE.** Title of Product(s) shall transfer to customer on the date of delivery to Customer's premises.

13. **LOSS OR DAMAGE CLAIMS.** The Customer is responsible for reporting lost or damaged Products as a result of improper packaging and/or handling to the Company within fifteen (15) business days. Claims may become void if made more than fifteen (15) business days after the product shipment date. Damaged Product(s) will be returned to the point of origin for inspection. The Company reserves the right to repair or replace product(s) damaged in shipment.

14. **CHANGES OR CANCELLATIONS.** Orders submitted to the Company must be canceled or changed by Customer in writing prior to the shipment of Product(s). The Company reserves the right to invoice shipping charges for orders cancelled after deliverables shipped.

15. **RETURNS.** No Product(s) may be returned for refund without the prior written authorization of the Company. The Company reserves the right to refund the cost of deliverables less a restocking fee and/or shipping and handling charges upon receipt of return product. Refunds will be processed and issued within thirty (30) days from the receipt of the returned product(s). Authorized returns must be received by the Company within six (6) months of the delivery date to the Customer, in "like-new" condition to the Company's designated receiving point, must be shipped in original or suitable packaging, must be accompanied by a packing slip, including the Company's return authorization number, and must have transportation charges prepaid. All returned product(s) will be inspected upon delivery for any indication of use or damage. Customer will be responsible for returning the product(s) to the Company's designated distribution warehouse and any cost(s) incurred to repack and/or shipping carrier fees. Customer will be responsible

Thirkettle Corporation General Terms of Sale

for any damages incurred during shipment. The Company reserves the right to refuse Product(s) which have been installed, used, or otherwise returned in any condition other than new. The Company reserves the right to deduct an adequate service charge to cover all inspection, testing and handling from any return.

16. **RESTOCKING FEE.** Return Product(s) are subject to a twenty-five percent (25%) restocking fee. Special order Product(s), including but not limited to: meter reading equipment, infrastructure, or any Product(s) requiring a unique configuration, are subject to fifty percent (50%) restocking fee. Due to the custom configuration of electric meters, all electric meter sales are final.

17. **OBSOLESCENCE.** The Company shall not be held liable for planned or unplanned obsolescence of product(s), parts, or software discontinued by any Supplier.

18. **PRODUCT WARRANTIES.**

18.1. EXCEPT AS SPECIFICALLY SET FORTH IN THIS AGREEMENT, THE SERVICES AND SOFTWARE ARE PROVIDED BY THE COMPANY ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE; HOWEVER, ANY SUPPLIER WARRANTIES RECEIVED BY THE COMPANY FROM ITS SUPPLIERS SHALL BE PASSED ONTO CUSTOMER.

18.2. The Company warrants that the Services provided by the Company will be performed in a professional and workmanlike manner with a degree of care, skill and competence that is consistent with the then generally accepted industry standards reasonably expected of similar types of engagements and the Goods will substantially conform to the Goods specified in the applicable Proposal.

18.3. The Company further warrants that the Product(s) furnished shall be provided to the best of the Company's reasonable ability and in accordance with the information and data provided by Customer in the preparation of the Proposal. The Company makes no representation, warranty, or covenants that the Product(s) furnished will be fully identical or compatible with the make, model, or type required by Customer's specifications.

18.4. **Standard Supplier's Warranty.** Where available, standard Supplier warranties shall apply to all software, service(s), and product(s) furnished by the Company's third-party Suppliers. Nothing in these Terms shall be construed to amend, extend, enhance, or limit the supplier warranties offered unless such change has been expressly offered by the Supplier in writing and duly accepted by the parties under separate agreement.

18.5. **Meter Services Warranty.** This Meter Services Limited Warranty covers the Meter Services (defined below) furnished under Agreement and in accordance with the terms and conditions as follows:

A. **Definitions.**

- I. "Meter Services" means the installation or exchange of certain residential, commercial, or industrial water, electric, or gas utility meter(s) as provided by the Company or its subcontractor and pursuant to the services performed under agreement.
- II. "Service Account" means Customer's physical property to which Customer provides a Utility Service.
- III. "Utility Service" means the water, electric, and/or gas service offered and provided by Customer as applicable.
- IV. "Worksite" means the actual area of work at the Service Account where the utility meter is located.

B. **General Conditions.**

- I. The Company warrants that the Meter Services will be performed in a professional and workmanlike manner, exercising discretion in determining the appropriate degree of care, skill, and competence, and aligning with industry standards and codes to the extent reasonably practicable for similar type work.

II. The warranty is valid for a period of thirty (30) calendar days from the date the Meter Services were performed (the "Warranty Period").

III. The warranty is limited to the actual work performed by the Company or its subcontractors and does not include work performed by third parties not hired by the Company.

IV. The Company reserves the right, at its sole discretion, to inspect the Worksite and determine the appropriate course of action to address any warranty defect. If a claim for damage or defect is determined not to be covered by the warranty, the Company may invoice the Customer for any and all costs incurred in inspecting the Worksite. The Company's liability to the Customer under this warranty is strictly limited to, at the Company's option, the repair or correction of the defective Meter Services, and the Company shall not be liable for any other damages or costs.

V. This warranty is limited to the labor provided to perform the Meter Services and does not include labor to replace manufacturer defects unless such defect was actually caused by the Company's or its subcontractor's negligence.

C. **Water Utility Service.**

I. The warranty is limited to the actual area of work: 1) within the meter box (exterior meter sets); or 2) end-to-end between the meter couplings (interior meter sets).

II. Customer acknowledges and agrees the Company may be unable to reasonably identify the presence or threat of potential or pre-existing damages or defects to the Customer's or property owner's service line. The Company does not warrant against damage or defect(s), whether or not such damage or defect was known, of the materials currently installed at the Service Account; including but not limited to the utility meter, service line piping, meter couplings, fittings, galvanized lines or fittings, curb stops, shut off valves, meter risers, meter setters, meter boxes or meter box lids, adjacent utilities lines in or around the utility meter, or other similar materials installed by others which have or may fail during the Meter Services due to age, normal wear and tear, deterioration, defect, deflection caused by ground shift, service line spring, high pressure or repressurizing of the water service, non-compliance with current industry regulations or codes, negligence, tampering, or lack of proper or routine maintenance.

III. Customer acknowledges and agrees that the temporary disconnection of the water Utility Service to conduct the Meter Services, and any subsequent restoration or pressurization of the water service, may introduce dirt or loosen service line debris (including but not limited to hard water, scale, sediment, etc.) into the service line. Such occurrences shall not constitute a material breach of this Agreement or negligence on the part of the Company. The Company shall not be liable for any damage or defects to household fixtures, including but not limited to water heaters, water softening or filtration systems, sloop valves, appliances, water pressure, electronics, or any other related appurtenances that rely on the water Utility Service provided by Customer. Customer further agrees to indemnify, defend, and hold harmless the Company from any claims, liabilities, or damages arising from such occurrences.

D. **Electric Utility Service.**

I. The warranty is limited to the actual area of work contained within the electrical meter box.

Thirkettle Corporation General Terms of Sale

- II. The Company does not warrant against damage or defect to electrical equipment including but not limited to wiring, conduit, wire nuts, relays, sockets, main switch, fuses and circuit breakers such as the residual current device (RCD), or other similar materials installed by others and contained within the meter box which may fail during the Meter Services due to age, normal wear and tear, deterioration, defect, non-compliant with current industry regulations or codes, negligence, tampering, or lack of proper or routine maintenance. Further, the Company does not warrant against damage or defect caused by hot sockets, overcurrent, electrical arcing, or external factors such as electrical surges.
 - III. Customer acknowledges and agrees that the electric Utility Service will be temporarily disconnected to conduct the Meter Services. The Company shall not be liable for any damage, defect, or loss to household fixtures, including but not limited to fuse and circuit panels, wiring, receptacles and switches, appliances, electronics, lighting, or any other related appurtenances that rely on the electric Utility Service provided by Customer and may become damaged, defective, or otherwise affected due to the electrical Utility Service disruption. Customer assumes all risks associated with such disruption and agrees to indemnify, defend, and hold harmless the Company from any claims, liabilities, or losses arising therefrom.
- E. Gas Utility Service.
- I. The warranty is limited to the actual work performed to exchange or retrofit a gas index or SmartPoint to the existing gas meter. The Company will not disconnect the gas Utility Service or perform any other service to the existing gas utility meter during the Meter Service.
- F. Limitations.
- I. The Company does not warrant against defects to the work resulting from tamper, vandalism, negligence, "Acts-of-God", pre-existing or uncontrollable conditions, or any service work or repair performed by third parties not hired by the Company.
 - II. Unless otherwise expressly provided herein, neither the Company, nor any of its suppliers, vendors, licensors, subcontractors, including employees, agents, or assigns thereof, warrants that the operation of the services will be uninterrupted or error free. Further, neither the Company, nor any of its suppliers, vendors, licensors, subcontractors, including employees, agents, or assigns thereof, will be responsible for (i) lost revenue, including revenue lost from third parties, persons, or entities, such as bills for electricity, lighting, gas, or water consumption; (ii) any In/Out Costs, where "In/Out Costs means any and all costs and expense incurred by Customer in transporting goods between Customer's warehouse and Service Account, including any and all costs and expenses incurred in installing, uninstalling, and removing goods; and (iii) any manual meter reading costs and expenses.
 - III. The Company, nor any of its suppliers, vendors, subcontractors, or assigns including employees, agents, or assigns thereof, shall not be responsible for any Service Account in which it's occupant(s) rely on the Utility Service for medical reasons, including proper function of certain medical equipment, and such Service Accounts have not been previously disclosed by Customer to the Company. In avoidance of doubt, the Company expressly disclaims liability for Service Accounts which require Utility Services to operate certain medical equipment including but not limited to breathing machines, respiratory devices, ventilators, cardiac pumps, apnea monitors, feeding equipment, dialysis, communication devices, or other similar devices. Customer will provide the Company with a list of all known or suspect Service Accounts which rely on constant Utility Services to operate medical equipment in advance of the Meter Services. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE STATE LAW(S), CLIENT SHALL HOLD THE COMPANY, ITS SUPPLIERS, SUBCONTRACTORS, OFFICERS, DIRECTORS, MANAGERS, EMPLOYEES, AND ASSIGNS HARMLESS FROM ANY AND ALL LOSSES, COSTS, FINES, PENALTIES, DAMAGES, AND OTHER AMOUNTS (INCLUDING REASONABLE ATTORNEY FEES) INCURRED BY, ASSESSED AGAINST, OR IMPOSED ON THE COMPANY AND ARISING FROM OR IN CONNECTION WITH ANY AND ALL THIRD PARTY SUITS, CLAIMS, ACTIONS OR DEMANDS FOR (I) PERSONAL INJURIES, DEATH OR (II) DAMAGE TO TANGIBLE PERSONAL AND REAL PROPERTY CAUSED BY CLIENT'S FAILURE TO COMPLY WITH THIS SECTION.
- G. LIMITATIONS AND DISCLAIMERS OF LIABILITY.
- I. LIMITATIONS. Unless otherwise expressly provided herein, neither the Company nor any of its service providers, licensors, employees or agents warrant that the operation of the Services will be uninterrupted or error free. The Company will not be responsible for any damages that Customer may suffer arising out of use, or inability to use, the Services, except to the extent such damages are directly caused by the Company's gross negligence or willful misconduct.
 - II. DISCLAIMER OF CERTAIN DAMAGES. IN NO EVENT SHALL ANY PARTY HAVE ANY LIABILITY TO ANOTHER PARTY HERETO FOR ANY LOST PROFITS (WHETHER DIRECT OR INDIRECT), LOSS OF USE, COSTS OF COVER, OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES HOWEVER CAUSED AND, WHETHER IN CONTRACT, TORT, WARRANTY OR UNDER ANY OTHER THEORY OF LIABILITY, WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE, EXCEPT TO THE EXTENT SUCH DAMAGES ARE DIRECTLY CAUSED BY THE COMPANY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.
19. RETURN MATERIAL AUTHORIZATION. Product(s) returned for warranty and in accordance with Standard Supplier's Warranty will be returned directly to the Supplier unless otherwise instructed by the Company. Customer shall submit a list of defective items with description of failure, Product(s) type(s), model(s), serial number(s) or identification number(s), and any additional pertinent information requested by the Company to identify the product in Excel format to rma-norcal@aquametric.com; rma-socal@aquametric.com; rma-texas@aquametric.com; or rma-louisiana@aquametric.com. The Company will generate a Return Material Authorization ("RMA") form for the Customer to include with the Product(s) shipment to the Supplier. Customer will be responsible for any cost(s) incurred to return the Product(s) to the Supplier for warranty claims.
 20. FORCE MAJEURE. The Company shall not be held liable for delay, suspension, or cancellation in fulfilling or failure to fulfill its obligations under this Agreement, if such delay or failure is caused by events beyond the Company's reasonable control, including, without limitation, natural calamity, acts of God, terrorist events, pandemic, epidemic, strikes, lockouts or labor disruption, wars, riots or embargo delays, government allocations or priorities, shortages of transportation, fuel, labor, or materials, inability to produce or procure the products or raw materials, or any other circumstance or cause, including unforeseen cost(s) imposed upon the Company by its Suppliers or governmental mandate to furnish the Goods which may arise from circumstances beyond the Company's reasonable control.
 21. LIMITATION OF LIABILITY.
 - 21.1. THE COMPANY'S AGGREGATE LIABILITY IN ANY AND ALL CAUSES OF ACTION ARISING UNDER, OUT OF OR IN RELATION TO THIS AGREEMENT, ITS NEGOTIATION, PERFORMANCE, BREACH OR

Thirkettle Corporation General Terms of Sale

TERMINATION (COLLECTIVELY "CAUSES OF ACTION") SHALL NOT EXCEED THE TOTAL AMOUNT PAID BY CUSTOMER TO THE COMPANY UNDER THIS AGREEMENT. THIS LIMITATION OF LIABILITY SHALL APPLY REGARDLESS OF THE LEGAL THEORY UNDER WHICH THE CLAIM IS BROUGHT, INCLUDING BUT NOT LIMITED TO BREACH OF CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER LEGAL OR EQUITABLE THEORY.

- 21.2. AS A SEPARATE AND INDEPENDENT LIMITATION ON LIABILITY, THE COMPANY'S LIABILITY SHALL BE LIMITED TO DIRECT DAMAGES. THE COMPANY SHALL NOT BE LIABLE FOR: (I) ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; NOR (II) ANY REVENUE OR PROFITS LOST BY CUSTOMER OR ITS AFFILIATES FROM ANY END USER IRRESPECTIVE OF WHETHER SUCH LOST REVENUE OR PROFITS IS CATEGORIZED AS DIRECT DAMAGES OR OTHERWISE, INCLUDING REVENUE LOST FROM THIRD PARTIES, PERSONS, OR ENTITIES, SUCH AS BILLS FOR ELECTRICITY, LIGHTING, GAS, OR WATER CONSUMPTION; NOR (III) ANY IN/OUT COSTS; NOR (IV) CLAIMS MADE BY A THIRD PARTY; NOR (V) MANUAL METER READ COSTS AND EXPENSES. "IN/OUT COSTS" MEANS ANY COSTS AND EXPENSES INCURRED BY CUSTOMER IN TRANSPORTING GOODS BETWEEN ITS WAREHOUSE AND ITS END USER'S PREMISES AND ANY COSTS AND EXPENSES INCURRED BY CUSTOMER IN INSTALLING, UNINSTALLING AND REMOVING GOODS. "END USER" MEANS ANY END USER OF ELECTRICITY/WATER/GAS THAT PAYS CUSTOMER FOR THE CONSUMPTION OF ELECTRICITY/WATER/GAS, AS APPLICABLE.
- 21.3. The limitations on liability set forth in this Agreement are fundamental inducements to the Company entering into this Agreement. They apply unconditionally and in all respects and shall be interpreted as broadly as possible to afford the Company the maximum protection permitted under law. To the fullest extent permitted by law, no Cause of Action may be instituted by Customer against the Company more than six (6) months after the Cause of Action first arose. In the calculation of any damages in any Cause of Action, no damages incurred more than six (6) months prior to the filing of the Cause of Action shall be recoverable. If Customer is not the sole end user and ultimate owner of the Deliverables, then Customer shall ensure by its contract with the end user and ultimate owner (collectively, "Owner") that the Company is given the benefit of the exclusions and limitations set out in these Terms. To the maximum extent permitted by law, Customer agrees to indemnify, defend, and hold harmless the Company from and against any and all claims, liabilities, losses, damages, costs, and expenses, including attorney's fees, arising from or related to any Owner's claims, to the extent that the Company would not be liable to Customer under these Terms if the claim had been made by Customer.
22. INDEMNIFICATION. To the maximum extent permitted by law, Customer agrees to defend, indemnify, and hold the Company harmless from any and all losses, costs, fines, penalties, damages, and other amounts, including reasonable attorney fees (collectively the "Losses"), incurred by, assessed against, or imposed on the Company arising from or in connection with Customer's use of the Goods, regardless of whether such Losses were caused in part by the Company's actions or omissions, except to the extent such Losses were solely and directly caused by the Company's willful misconduct or gross negligence.
23. CONFIDENTIAL INFORMATION. As used herein, "Confidential Information" refers to any non-public, proprietary, or sensitive information disclosed by one party to another party in connection with this Agreement, whether in written, oral, electronic, or any other form. Confidential Information includes without limitation business plans, strategies, financial data, pricing, contracts, trade secrets, proprietary technology, software, technical specifications, Customer data (such as billing account data, payment information), Supplier information, employee information, and any other work product or information marked or reasonably understood to be confidential. Each party shall hold the other party's Confidential Information in confidence and shall not disclose such Confidential Information to third parties other than to consultants or contractors, subject to similar terms of confidentiality, when disclosure is necessary for the purposes set forth herein, nor use the other party's Confidential Information for any purpose other than the purposes set forth under this Agreement. The foregoing restrictions on disclosure shall not apply to information which is: (i) already known by the public, (ii) becomes, through no act or fault of the recipient, publicly known, (iii) received by recipient from a third party without a restriction on disclosure or use, (iv) independently developed by recipient without reference to the other party's Confidential Information, or (v) is a public record under applicable laws, subject to the terms of this Section. The Customer will maintain the confidentiality of all Company Confidential Information, and the Company will maintain the confidentiality of all Customer Confidential Information, with each party taking all reasonable precautions to protect the same, and at a minimum taking those precautions used to protect its own Confidential Information from unauthorized use or disclosure.
24. ASSIGNMENT. Customer may not assign, transfer or delegate this Agreement or any part of Customer's rights or duties without prior written consent of the Company. Any attempted assignment in violation of this section shall be null and void.
25. GOVERNING LAW AND DISPUTE RESOLUTION. This Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to its conflict of laws principles. In the event of any dispute arising out of or relating to this Agreement, the parties agree that jurisdiction and venue shall be proper in the state and federal courts of California, or, where applicable, in the state where the transaction giving rise to the dispute occurred. The parties shall first attempt to resolve the matter through an informal dispute resolution process by making a good faith effort, either through email, mail, phone conference, in person meetings, or other reasonable means to resolve any claim, dispute, breach or other matter in question that may arise out of, or in connection with this Agreement. If the parties fail to resolve the dispute within sixty (60) days of the date of receipt of the notice of the dispute, then the parties shall submit the matter to non-binding mediation. If no resolution is reached after having completed these steps in good faith, any legal action shall be brought in the state or federal courts located in California, and both parties consent to the exclusive jurisdiction and venue of such courts unless otherwise agreed.
26. COMPLIANCE WITH LAWS. Customer shall at all times comply with all applicable laws and regulations, as they exist at the time of acceptance and as they may be amended, changed, or supplemented. Customer shall not take any action or permit any action by a third party that could result in the Company being held liable for any violation of applicable laws. Customer shall perform its obligations under this Agreement in strict compliance with all Laws applicable to Customer's business, activities, and facilities. "Laws" shall include and refer to any and all federal (national), state, provincial, municipal, or local laws, regulations, rules, judicial decrees, decisions and judgments, executive and government orders and ordinances, and any and all directives of regional legislative and regulatory bodies and implementing legislation, as well as rules and regulations of any self-regulatory organization by which any party may be bound. Customer agrees to indemnify, defend, and hold harmless the Company from and against any and all claims, liabilities, losses, damages, costs, and expenses arising from or related to Customer's failure to comply with this clause.
27. 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.
28. NON-WAIVER. The failure, delay, or partial exercise by the Company in exercising any right, power, or privilege under this Agreement shall not be construed as a waiver of any such right, power, or privilege, nor shall it preclude any other or further exercise thereof or the exercise of any other right, power, or privilege. Any waiver by the Company must be in writing and signed by an authorized representative of the Company to be effective.



iPERL Smart Water Meter

Electromagnetic Flow Measurement System

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

Industry Leading Performance

The patented measurement technology of the iPERL water meter provides continuous and enhanced accuracy ranges at both low and high flows and perpetual accuracy over the life of the product. The iPERL meter has a 20-year accuracy warranty and a 20-year battery life guarantee. Over this 20-year lifespan, your iPERL will measure just as accurately as the day it was installed.

Construction

The iPERL meter body is made of composite alloy and contains no metal material. Inside the meter body is an electronic register and a measuring device that is comprised of a composite alloy flow tube.

Electronic Register

The 9-digit hermetically-sealed electronic register with LCD display was designed to eliminate dirt, water, and moisture contamination in pit settings. The large, easy-to-read display includes AMI/AMR digits, direction of flow, units of measure, and empty pipe detection. The AMI/AMR digits and units of measure are fully programmable. The register also provides user configurable data logging.

Solid State Electromagnetic Technology

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

Tamperproof

The integrated construction of the iPERL water meter prevents removal of the register to obtain free water. The magnetic tamper and low field alarms will both indicate any attempt to tamper with the magnetic field of the iPERL meter. The meter communication alarm indicates a possible cut cable.

Alarms

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

FEATURES

- 5/8", 5/8" x 3/4", 3/4" and 1" sizes available in potable and reclaim versions
- 3/4" and 1" available in residential fire service (UL 327b)
- Starts registering flow as low as 0.03 gpm (0.007 m³/hr)
- Can be installed horizontally, vertically or diagonally
- Compatible with current Sensus AMI/AMR systems

BENEFITS

- Maximize investment with iPERL's electromagnetic technology, which delivers a 20-year accuracy warranty, with no required maintenance, and no loss in accuracy over 20 years
- Smart alarms detect issues such as leaks, reverse flow, empty pipe, etc.
- Improve low flow accuracy to drive additional revenue

iPERL Smart Water Meter

Electromagnetic Flow Measurement System

Smart Alarms

iPERL meters have many configurable smart alarms designed to protect your utility's investment, enhance customer service, and monitor/optimize distribution systems. These alarms include:

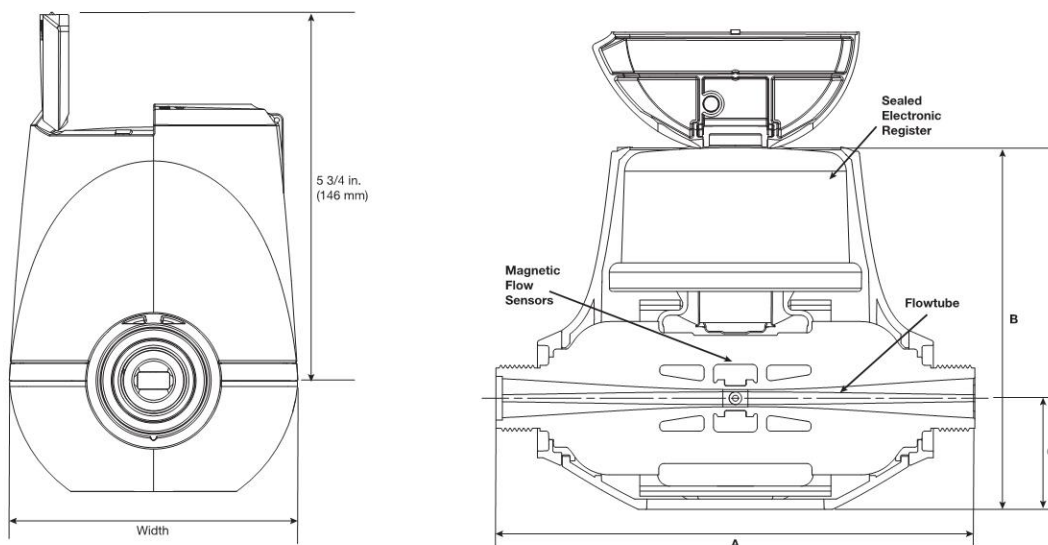
- Empty Pipe
Detects the absence of water in the flow tube and sends an alert. Allows you to identify main breaks downstream and water shortages for quicker resolution to ensure water availability. This alarm can also indicate the water meter has been removed from service, or notify you of potential tamper.
- Tampering
Detect magnetic interference to reduce apparent water losses and protect against unauthorized activities.
- Customer Leak
Detect continual consumption of water over a period of time to indicate downstream leaks. This protects your utility, infrastructure and customers through alarm notifications that can reduce water loss and leak adjustment costs.
- Low Battery
Replace your meters before they stop recording consumption through alerts indicating battery capacity to the meter or valve is running low.
- Reverse Flow
Keep untreated water from re-entering your distribution system and deter tampering attempts through an alarm triggered when reverse flow is detected at the meter.

SPECIFICATIONS

| | | | | |
|-------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------|--------------------------------------------------------------------------|---------------------------------------------------------------------|
| Service | Measurement of potable and reclaim water, and Residential Fire Service (UL 327b). 0-100% humidity. Fully submersible. IP68+ rated. | | | |
| Temperature Ranges | Water operating: | 33 °F (0.55 °C) to 80 °F (26.7 °C) | | |
| | Ambient air operating: | -22 °F (-30 °C) to 140 °F (60 °C) | | |
| | Storage air: | -30 °F (-34.4 °C) to 158 °F (70 °C) | | |
| Starting Flow | 5/8" (DN 15 mm) size: 0.03 gpm (0.007 m3/h) | 5/8" x 3/4" (DN 15x20 mm) size: 0.03 gpm (0.007 m3/h) | 3/4" (DN 20 mm) size: 0.03 gpm (0.007 m3/h) | 1" (DN 25 mm) size: 0.11 gpm (0.025 m3/h) |
| Low Flow Range (±3%) | 5/8" (DN 15 mm) size: >0.10 gpm (0.025 m3/hr) to <0.18 gpm (0.041 m3/hr) | 5/8" x 3/4" (DN 15 mm) size: >0.10 gpm (0.025 m3/hr) to <0.18 gpm (0.041 m3/hr) | 3/4" (DN 20 mm) size: >0.10 gpm (0.025 m3/hr) to <0.18 gpm (0.041 m3/hr) | 1" (DN 25 mm) size: >0.3 gpm (0.068 m3/hr) to <0.4 gpm (0.09 m3/hr) |
| Normal Water Operating Flow Range (±1.5%) | 5/8" (DN 15 mm) size: 0.18 to 25 gpm (0.04 to 5.7 m3/hr) | 5/8" x 3/4" (DN 15x20 mm) size: 0.18 to 35 gpm (0.04 to 5.7 m3/hr) | 3/4" (DN 20 mm) size: 0.18 to 35 gpm (0.04 to 8.0 m3/hr) | 1" (DN 25 mm) size: 0.4 to 55 gpm (0.09 to 12.5 m3/hr) |
| Maximum Operating Pressure | 5/8", 5/8" x 3/4", and 3/4" size: 200 psi (13.8 bar) 1" size: 175 psi (12.1 bar) | | | |
| Measurement Technology | Solid state electromagnetic flow | | | |
| Register | Hermetically sealed, 9-digit programmable electronic register | | | |
| Capacity | 10,000,000 gallons, 1,000,000 cubic feet or 100,000 m3 capacity. | | | |
| Register Resolution | .01 gallons/imperial gallons, .001 cubic foot, or .0001 m3. | | | |
| Conformance to Standards | Meets the requirements of NSF 61, Annex G and NSF 372. Exceeds the most current revision of AWWA Standard C-715. | | | |
| Materials | External housing - Thermal plastic Flowtube - Polyphenylene sulfide alloy | | Electrode - Silver/silver chloride Register cover - Tempered glass | |

iPERL Smart Water Meter

Electromagnetic Flow Measurement System



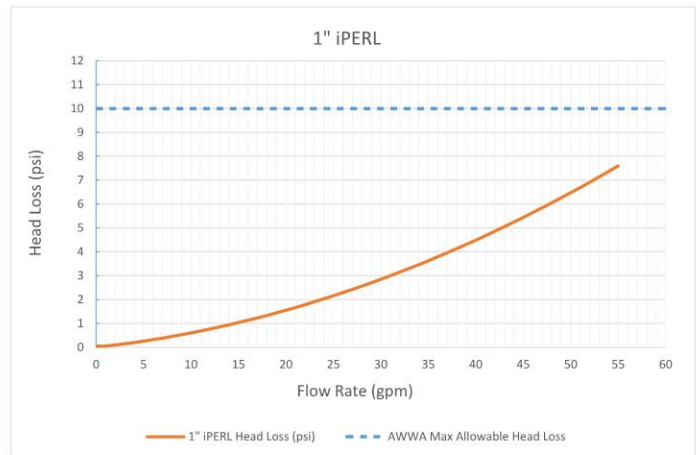
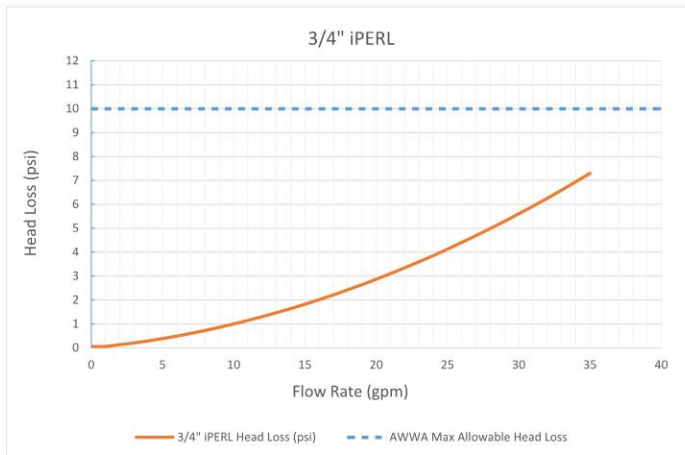
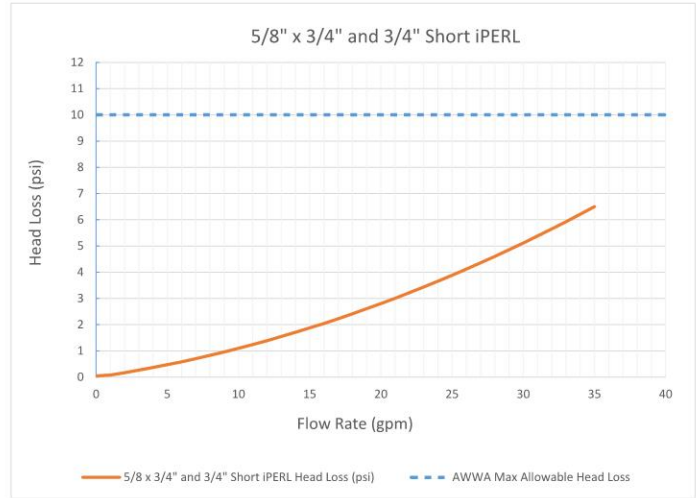
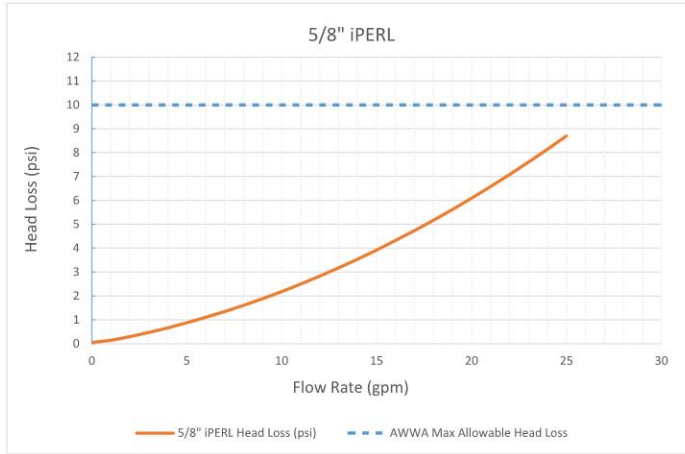
DIMENSIONS AND NET WEIGHTS

| Meter Size | A | B | C | Spud Ends | NPSM Thread Size | Width | Net Weight |
|----------------------------------|---------------------|---------------------|-------------------|-----------------|-------------------|--------------------|----------------------|
| 5/8" (DN 15 mm) | 7-1/2" (190 mm) | 6-1/10" (155mm) | 1-3/4" (44 mm) | 5/8" (15 mm) | 3/4" (20 mm) | 4-1/2" (114 mm) | 3.1 lb. (1.4 kg) |
| 5/8" x 3/4" (DN 15mm x 20 mm) | 7-1/2" (190 mm) | 6-1/10" (155mm) | 1-3/4" (44 mm) | 3/4" (20 mm) | 1" (25 mm) | 4-1/2" (114 mm) | 3.1 lb. (1.4 kg) |
| 3/4"Short (DN 20 mm) | 7-1/2" (190 mm) | 6-1/10" (155 mm) | 1-3/4" (44 mm) | 3/4" (20 mm) | 1" (25 mm) | 4-1/2" (114 mm) | 3.1 lb. (1.4 kg) |
| 3/4" (DN 20 mm) | 9" (229 mm) | 6-1/10" (155 mm) | 1-3/4" (44 mm) | 3/4" (20 mm) | 1" (25 mm) | 4-1/2" (114 mm) | 3.2 lb. (1.45 kg) |
| 1" (DN 25 mm) | 10-3/4" (273 mm) | 6-1/10" (155 mm) | 1-3/4" (44 mm) | 1" (25 mm) | 1-1/4" (32 mm) | 4-1/2" (114 mm) | 3.3 lb. (1.5 kg) |

iPERL Smart Water Meter

Electromagnetic Flow Measurement System

Head Loss Curves



OMNI™ C² Specifications

1-1/2", 2", 3", 4", 6", 8" and 10" Sizes

SCOPE

These specifications set forth the minimum acceptable design criteria and performance requirements for Compound-type cold water meters including the following potential service applications and general considerations:

- Intended where a wide flow range is anticipated
- Measurement of water usage for critical billing applications
- Measurement intended for typical commercial and industrial applications requiring lower flow sensitivities
- Measurement of low flow usage below OMNI T² Meter threshold levels
- Measurement of constant low to medium flows up to high flow usage

CONFORMANCE TO STANDARDS

The meter package shall meet or exceed all requirements of ANSI/AWWA Standard C701 and C702 for Class II compound and turbine meter assemblies. Each meter assembly shall be performance tested to ensure compliance.

The meter package shall meet or exceed all requirements of NSF/ANSI Standard 61, Annex F and G.

MAINCASES

The meter maincase shall be of epoxy coated ductile iron composition. The epoxy coating shall be provided as standard fusion-bonded and adhere to NSF for non-lead regulation compliance.

PERFORMANCE

The meter assembly shall have performance capability of continuous operation up to the rated maximum flows as listed below without affecting long-term accuracy or causing any undue component wear. The meter assembly shall also provide a 25% flow capacity in excess of the maximum flows listed for intermittent flow demands. Maximum headloss through the meter / strainer assembly shall not exceed those listed in the following table per meter size.

OPERATING CHARACTERISTICS

| Meter Size | Low Flow (95% Min.) | Operating Range (98.5 - 101.5%) | Intermittent Flows (98.5 - 101.5%) | Pressure Loss (Not to Exceed) |
|------------|---------------------|---------------------------------|------------------------------------|-------------------------------|
| 1-1/2" | .25 GPM | .5 to 160 GPM | 200 GPM | 6.9 PSI @ 160 GPM |
| 2" | .25 GPM | .5 to 160 GPM | 200 GPM | 4.3 PSI @ 160 GPM |
| 3" | .5 GPM | 1.0 to 400 GPM | 500 GPM | 3.2 PSI @ 400 GPM |
| 4" | .75 GPM | 1.5 to 800 GPM | 1000 GPM | 6.4 PSI @ 800 GPM |
| 6" | 1.5 GPM | 3.0 to 1600 GPM | 2000 GPM | 5.5 PSI @ 1600 GPM |
| 8" | 2.5 GPM | 4 to 2700 GPM | 3400 GPM | 4 PSI @ 2700 GPM |
| 10" | 3.5 GPM | 5 to 4000 GPM | 5000 GPM | 4.5 PSI @ 4000 GPM |

MEASURING CHAMBER

The measuring chamber shall consist of a measuring element, removable housing, and all-electronic register. The measuring element shall be mounted on a horizontal, stationary stainless steel shaft with sleeve bearings and be essentially weightless in water. The measuring element comes integrated with the advanced Floating Ball Technology design. The measuring chamber shall be capable of operating within the above listed accuracy limits without calibration when transferred from one maincase to another of the same size. The measuring shall be so configured to capture all flows as specified above, without the requirement of an automatic valve.

DIRECT MAGNETIC DRIVE SYSTEM

The direct magnetic drive shall occur between the motion of the measuring element blade position and the electronic register. The OMNI direct drive system with Floating Ball Technology is designed to extend service life, enhance low flow sensitivity and provide extended flow capacity and overall accuracy of the meter assembly. Any and all additional intermediate, magnetic or mechanical, drive couplings are not acceptable.

ELECTRONIC REGISTER

The meter's register is all-electronic and does not contain any mechanical gearing to display flow and accurate totalization. The electronic register includes the following partial list of features:

- AMR resolution units fully programmable
- Pulse output frequency fully programmable
- Integral data logging capability
- Integral resettable accuracy testing feature
- Large, easy-to-read LCD display
- 10-year battery life guarantee

MAXIMUM OPERATING PRESSURE

The meter assembly shall operate properly without leakage, damage, or malfunction up to a maximum working pressure of 200 pounds per square inch (psig).

STRAINERS

The meter strainer shall be integral and cast as part of the meter's maincase. The strainer's screen shall have a minimum net open area of at least two (2) times the pipe opening and be a V-shaped configuration for the purpose of maintaining a full unobstructed flow pattern. The strainer body shall be a coated ductile iron fusion-bonded epoxy identical to that of the meter's maincase. All fasteners shall be stainless steel capable of maintaining the following static pressure ratings and physical dimensions:

| Meter Size | Maximum Working Pressure | Centerline to Strainer Base | Overall Length (Not to Exceed) |
|------------|--------------------------|-----------------------------|--------------------------------|
| 1-1/2" | 200 PSIG | 2-5/16 INCHES | 13 INCHES |
| 2" | 200 PSIG | 2-5/16 INCHES | 15-1/4 INCHES |
| 3" | 200 PSIG | 4-1/8 INCHES | 17 INCHES |
| 4" | 200 PSIG | 4-3/4 INCHES | 20 INCHES |
| 6" | 200 PSIG | 5-3/4 INCHES | 24 INCHES |
| 8" | 200 PSIG | 6-3/4 INCHES | 30-1/8 INCHES |
| 10" | 200 PSIG | 8-1/2 INCHES | 41-1/8 INCHES |

STRAIGHTENING VANES

A straightening vane assembly is mandatory and shall be positioned directly upstream of the measuring element. The straightening vane assembly shall be an integral component of the measuring chamber.

CONNECTIONS

Flanges for the 1-1/2" and 2" size meter assemblies shall be of the 2-bolt oval flange configuration. The 3", 4", 6", 8" and 10" size meter assemblies shall have flanges of the Class 125 round type, flat faced and shall conform to ANSI B16.1 for specified diameter, drilling and thickness.

CERTIFICATIONS AND MARKINGS

All sizes of meter packages shall display the sizes, model, manufacturer name, and direction of flow. Such display shall be cast on the side of the meter maincase.

GUARANTEE AND MAINTENANCE PROGRAM

Meters shall be guaranteed against defects in material and workmanship for a period of one (1) year from date of shipment. In addition, the meter supplier shall submit nationally published literature clearly outlining its factory maintenance program and current price schedule covering complete measuring chamber exchange.

INTENT

Subject meter specifications are designed to establish minimum guidelines for selecting an extremely critical metering device. Areas of concern to be evaluated in the selection process include, but are not limited to, ease of installation, operational features and benefits, readability and future system maintenance expense. A design, which reflects longevity of proper operation in all elements and high degree of sustained accuracy within the entire range of the meter assembly, is to be considered mandatory. Enhanced accuracy levels and performance are desired and will not be compromised.

RECOMMENDATION

Sensus OMNI C² Meter

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OMNI™ R² Specifications

1-1/2" and 2" Sizes

SCOPE

These specifications set forth the minimum acceptable design criteria and performance requirements for Turbine-type cold water meters used in residential settings, including the following potential service applications and general considerations:

- Intended where a moderately wide flow range is anticipated
- Measurement of water usage for typical billing applications
- Measurement intended for typical commercial, residential and industrial applications
- Measurement of constant low to extended high flow usage

CONFORMANCE TO STANDARDS

The meter package shall meet or exceed all requirements of AWWA Standard C701 for Class II turbine meter assemblies and exceeds AWWA C700 Residential Standard using Sensus Turbo technology. Each meter assembly shall be performance tested to ensure compliance.

The meter package shall meet or exceed all requirements of NSF/ANSI Standard 61, Annex F and G.

MAINCASES

The meter maincase shall be of epoxy coated ductile iron composition. The epoxy coating shall be provided as standard fusion-bonded and adhere to NSF for non-lead regulation compliance.

PERFORMANCE

The meter assembly shall have performance capability of continuous operation up to the rated maximum flows as listed below without affecting long-term accuracy or causing any undue component wear. Maximum headloss through the meter / strainer assembly shall not exceed those listed in the following table per meter size..

OPERATING CHARACTERISTICS

| Meter Size | Low Flow (95% Min.) | Operating Range (98.5 - 101.5%) | Pressure Loss (Not to Exceed) |
|---------------------|---------------------|---------------------------------|-------------------------------|
| 1-1/2" | .75 GPM | 2 to 150 GPM | 6.7 PSI @ 150 GPM |
| 2" | 1.0 GPM | 2.5 to 200 GPM | 7.0 PSI @ 200 GPM |
| 2" without Strainer | 1.0 GPM | 2.5 to 200 GPM | 4.4 PSI @ 200 GPM |

MEASURING CHAMBER

The measuring chamber shall consist of a measuring element, removable housing, and all-electronic register. The measuring element shall be mounted on a horizontal, stationary stainless steel shaft with sleeve bearings and be essentially weightless in water. The measuring element comes integrated with the advanced Floating Ball Technology design. The measuring chamber shall be capable of operating within the above listed accuracy limits without calibration when transferred from one maincase to another of the same size. The measuring shall be so configured to capture all flows as specified above.

DIRECT MAGNETIC DRIVE SYSTEM

The direct magnetic drive shall occur between the motion of the measuring element blade position and the electronic register. The OMNI direct drive system with Floating Ball Technology is designed to extend service life, enhance low flow sensitivity and provide extended flow capacity and overall accuracy of the meter assembly. Any and all additional intermediate, magnetic or mechanical, drive couplings are not acceptable.

ELECTRONIC REGISTER

The meter's register is all-electronic and does not contain any mechanical gearing to display flow and accurate totalization. The electronic register includes the following partial list of features:

- AMR resolution units fully programmable
- Large, easy-to-read LCD display
- 10-year battery life guarantee

MAXIMUM OPERATING PRESSURE

The meter assembly shall operate properly without leakage, damage, or malfunction up to a maximum working pressure of 200 pounds per square inch (psig).

STRAINERS

The meter strainer shall be integral and cast as part of the meter's maincase. The strainer's screen shall have a minimum net open area of at least two (2) times the pipe opening and be a V-shaped configuration for the purpose of maintaining a full unobstructed flow pattern. The strainer body shall be a coated ductile iron fusion-bonded epoxy identical to that of the meter's maincase. All fasteners shall be stainless steel capable of maintaining the following static pressure ratings and physical dimensions:

| Meter Size | Maximum Operating Pressure | Centerline to Strainer Base | Overall Length (Not to Exceed) |
|------------------------|----------------------------|-----------------------------|--------------------------------|
| 1-1/2" | 200 PSIG | 2-5/16 INCHES | 13 INCHES |
| 2" | 200 PSIG | 2-5/16 INCHES | 17 INCHES |
| 2" without strainer | 200 PSIG | 2-5/16 INCHES | 10 INCHES |

STRAIGHTENING VANES

A straightening vane assembly is mandatory and shall be positioned directly upstream of the measuring element. The straightening vane assembly shall be an integral component of the measuring chamber.

CONNECTIONS

Flanges for the 1-1/2" and 2" size meter assemblies shall be of the 2-bolt oval flange configuration.

CERTIFICATIONS AND MARKINGS

All sizes of meter packages shall display the sizes, model, manufacturer name, and direction of flow. Such display shall be cast on the side of the meter maincase.

GUARANTEE AND MAINTENANCE PROGRAM

Meters shall be guaranteed against defects in material and workmanship for a period of one (1) year from date of shipment. In addition, the meter supplier shall submit nationally published literature clearly outlining its factory maintenance program and current price schedule covering complete measuring chamber exchange.

INTENT

Subject meter specifications are designed to establish minimum guidelines for selecting an extremely critical metering device. Areas of concern to be evaluated in the selection process include, but are not limited to, ease of installation, operational features and benefits, readability and future system maintenance expense. A design, which reflects longevity of proper operation in all elements and high degree of sustained accuracy within the entire range of the meter assembly, is to be considered mandatory. Enhanced accuracy levels and performance are desired and will not be compromised.

RECOMMENDATION

Sensus

OMNI R² Meter

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SmartPoint 520M

Pit Set Module

The SmartPoint® 520M Pit Set Module is a radio transceiver that provides water utilities inbound and outbound access to water measurement and ancillary device diagnostics via radio signal. The SmartPoint 520M is designed for submersible, pit-set environments.

TouchCoupler Design

The SmartPoint 520M Module utilizes TouchCoupler, the patented Sensus inductive coupling communication platform, to interface with the encoded meter. With TouchCoupler, the SmartPoint 520M Module can connect to the meter using existing two wire AMR installations instead of requiring utilities to access the meter to install a new three-wire connection. This results in a fast, efficient and reliable connection at minimal cost.

BENEFITS

- Easily receives input from either walk-by/drive-by or fixed-base collection device
- Controls both deployment and lifetime operation costs
- Compact installation that saves time, space and money - without reducing system performance
- Delivers a fast, efficient and reliable connection at minimal cost
- Minimizes new infrastructure investment
- Enables effective leak detection

Operation

With its migratable, two-way communication ability, the M-Series SmartPoint functions as a walk-by/drive-by endpoint, fixed-base endpoint, or combination of the two. This flexibility increases utility data collection capabilities and streamlines operations. The SmartPoint 520M Module receives input from the meter register and remotely sends data to a walk-by/drive-by or fixed-base collection device. The SmartPoint 520M Module easily migrates from walk-by/drive-by to fixed base by simply installing a Base Station.

In walk-by/drive-by mode, the SmartPoint 520M Module collects data and awaits an activation signal from the Vehicle Gateway Basestation (VGB) or Hand-Held Device (HHD). Upon signal receipt, it transmits readings, the meter identification number and any alarms.

As a fixed-base endpoint, the SmartPoint 520M Module interacts with one or more strategically placed Base Stations located in the utility service area. Top of the hour readings and other diagnostics are instantly forwarded to the Regional Network Interface (RNI)™ at time of transmission. The FlexNet® communication network provides unmatched reliability by using expansive tower receiver coverage of metering end points, data/message redundancy, failover backup provisions and operation on FCC primary use (unshared) RF spectrum.

Powerful Transmission, Flexible Platform

The SmartPoint® 520M Pit Set Module offers several advantages that control both deployment and lifetime operation costs. Its powerful, industry-leading two watt transmitter broadcasts over large distances and minimizes collection infrastructure. And after the SmartPoint is installed, its migratable, two-way system platform can be updated without requiring personnel to visit each meter and/or inconveniencing customers.

SmartPoint 520M

Pit Set Module

Additional Smartpoint 520M Module Features

The SmartPoint 520M Module obtains hourly readings and can monitor continuous flow over a programmable period of time, alerting the utility to leak conditions. In addition, the SmartPoint stores up to 840 consumption intervals (35 days of hourly consumption), providing the utility with the ability to extract detailed usage profiles for consumer information and dispute resolution. The SmartPoint also incorporates a two-port design, allowing the utility to connect multiple registers and ancillary devices (such as acoustic monitoring) to a single SmartPoint. This results in a compact installation that saves time, space and money - without reducing system performance.

SPECIFICATIONS

| | |
|--------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Service | Pit set installation interfacing the utility meter to the Sensus FlexNet communication network. Unit requires 1.75" diameter hole in pit lid; fits pit lid thicknesses up to 1.75" |
| Physical characteristics | Width: 4.43" x Height: 5.09" x Depth: 3" |
| Weight | 1.0 lbs/16.0 oz |
| Color | Black |
| Frequency range | 900 - 950 MHz, 8000 channels X 6.25 kHz steps |
| Modulation | Proprietary Narrow Band |
| Memory | Non-Volatile |
| Power | Lithium Thionyl Chloride batteries |
| Approvals | US: FCC CFR 47: Part 24D, Part 101C, Part 15 Licensed operation Canada: Industry Canada (IC) RSS-134, RSS-119 |
| Operating temperature | - 22° F to +185° F - 30° C to + 85° C |
| Options | Dual or single port availability; TouchCoupler only, wired only |
| Installation environment | 100% condensing, water submersible |
| Compatibility | TouchCoupler and Wired Version: Sensus Encoder Registers, Badger ADE water registers, Master Meter AccuLinx, and Hersey Translator (approved TR/PL Lead) Wired Version Only: Elster Encoder (Sensus protocol), Neptune ARB VI (ProRead), Hersey Translator, Zenner PMN Nitro 01, McCrometer flowcom FC100-00M, and Kamstrup flowIQ 2100 Refer to the 510M/520M SmartPoint® Module Water Meter and Ancillaries Compatibility Quick Guide for the latest compatibility information. |
| Warranty | 20 years - Based on six transmissions per day. Refer to Sensus G-500 for warranty. |



CITY OF LEAGUE CITY VENDOR REPORT CARD: GOODS

Thinkettle DBA Aqua

Vendor Name: Metric Sales Company Contract/PO # _____

Date: 9/30/2025 Form completed Lindsey by: Sinibaldi Fiscal Years: 2025

Scoring Guide

- 1 Does not meet criteria
- 2 Generally does not meet criteria
- 3 Meets criteria
- 4 Exceeds some criteria
- 5 Exceptional criteria

| Evaluation Criteria | Year 1 Score | Year 2 Score | Year 3 Score | Year 4 Score | Year 5 Score | Year 6 Score | Year 7 Score | Year 8 Score |
|-----------------------------------------------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|
| Renewal Period (annotate with an X in box) | x | x | x | X | | | | |
| VENDOR RESPONSIVENESS | | | | | | | | |
| Vendor is knowledgeable and competent about product | 5 | 5 | 5 | 5 | | | | |
| Service level agreements are met | 5 | 5 | 5 | 5 | | | | |
| Communication is relevant and timely | 5 | 5 | 5 | 5 | | | | |
| Vendor provides timely response to questions | 5 | 5 | 5 | 5 | | | | |
| Broad contact with City of League City | 5 | 5 | 5 | 5 | | | | |
| Total Vendor Responsiveness Score | 25 | 25 | 25 | 25 | 0 | 0 | 0 | 0 |
| QUALITY AND DELIVERY | | | | | | | | |
| Deliveries are on-time | 3 | 2 | 2 | 3 | | | | |
| Product(s) meet specifications | 3 | 4 | 5 | 5 | | | | |
| Product(s) is free of defects | 3 | 5 | 5 | 5 | | | | |
| Product(s) is reliable | 3 | 5 | 5 | 5 | | | | |
| Product(s) is available | 3 | 3 | 3 | 3 | | | | |
| Product(s) mistakes can/will be corrected | 3 | 5 | 5 | 5 | | | | |
| Warranty is competitive and upheld | 3 | 5 | 5 | 5 | | | | |
| Depth of vendor's team | 5 | 5 | 5 | 5 | | | | |
| Total Vendor Quality and Delivery Score | 26 | 34 | 35 | 36 | 0 | 0 | 0 | 0 |
| FINANCIAL | | | | | | | | |
| Value of product is high | 3 | 5 | 5 | 5 | | | | |
| Proposals and invoices are accurate and timely | 4 | 5 | 5 | 5 | | | | |
| Pricing is competitive | 3 | 4 | 4 | 5 | | | | |
| Invoice pricing matches contract pricing | 5 | 5 | 5 | 5 | | | | |
| Total Vendor Financial Score | 15 | 19 | 19 | 20 | 0 | 0 | 0 | 0 |
| REPUTATIONAL | | | | | | | | |
| Confidentiality and security of documents and data | 3 | 5 | 5 | 5 | | | | |
| Organizational stability and resiliency | 3 | 5 | 5 | 5 | | | | |
| Industry reputation is in good standing | 5 | 5 | 5 | 5 | | | | |
| Total Vendor Reputational Score | 11 | 15 | 15 | 15 | 0 | 0 | 0 | 0 |
| Total Vendor Score | 77 | 93 | 94 | 96 | 0 | 0 | 0 | 0 |

Would you hire them again? Yes No

Sole Source for water meters.

Overall
Comments:

Grade: 86-100 = A, 76-85 = B, 66-75 = C, below 66 = F

If a contract is not being renewed and/or is being broken due to performance issues, please send a copy of the report card to the vendor.