

CITY OF STOCKTON  
STANDARD AGREEMENT

Agreement Number:

1. This Agreement is entered into between the City of Stockton ("City") and ("Contractor") to provide as set forth in Exhibit A to this Agreement.

2. The term of this Agreement is as follows, unless amended as described in Exhibit A and Exhibit C section 8:  
Commences on: Terminates on:

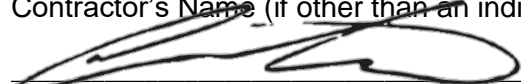
3. The maximum not to exceed amount to be paid to Contractor for the term of this Agreement, including if authorized, reimbursement of expenses, is: \$

4. The complete Agreement consists of all the following Agreement documents which by reference are incorporated and made a part of this Agreement. The parties agree to comply with the terms and conditions of this Agreement.  
(a) Exhibit A – Statement of Work  
(b) Exhibit B – Insurance  
(c) Exhibit C – General Terms & Conditions  
(d) Exhibit D –  
(e) Exhibit E – Compensation Schedule

**IN WITNESS WHEREOF, the authorized parties have executed this Agreement.**

**CONTRACTOR**

Contractor's Name (if other than an individual, state whether a corporation, partnership, etc.):

  
Authorized Signature

December 14, 2023  
Date

Printed Name and Title of Person Signing

Address

**CITY OF STOCKTON**

Harry Black, City Manager

Date

ATTEST:

Eliza R. Garza CMC, City Clerk

APPROVED AS TO FORM:  
Lori M. Asuncion, Acting City Attorney

BY:

## EXHIBIT A

### Water Meters, Meter Reading Equipment, and Software Scope of Services

#### 1. Project Objective

The purpose of this contract is to provide water meters, associated parts, new reading/transmission equipment, and new meter software systems for the area serviced only by the City of Stockton MUD.

#### 2. Project Scope

This contract establishes an agreement to purchase and provide the installation of meters, reading equipment, software, technical support, and data transmission including receiving systems. The City is replacing the existing manual meter reading system(s) with automated AMI equipment and software. The City is transitioning to a fully scalable AMI system with this contract. The contract covers a 6-year period or until all work is completed. Year 1 will begin in 2024.

The City can be generally divided into three distinct water service areas:

- North Stockton: Served by the City's Municipal Utilities Department (MUD).
- Central Stockton: Served by the California Water Service (Cal Water).
- South Stockton: Served by the City of Stockton MUD.

The City's meter reading staff consists of Water System Operators (WSO) and Water System Technicians (WST). Currently, the meter reading is divided into 103 read routes with multiple billing cycles generating bills throughout each month. The City currently has approximately 50,620 conventional water meters with sizes ranging from 5/8" to 12" as listed in **Table 1** below. Approximately 4,830 meters are manually read with the remainder being a touch read system. Approximately 25,000 meters are greater than 15 years old and are at the end of their useful life. This includes all manually read meters and some touch read meters. Contractor shall replace the complete meter unit on these older meters. Newer meters that are in good condition can have an AMI endpoint/adaptor installed instead of replacing the entire meter.

**Table 1: Existing Meter Sizes**

| Meter Size | Residential | Industrial | Commercial & Institutional | Irrigation |
|------------|-------------|------------|----------------------------|------------|
| 5/8"       | 1730        | 0          | 13                         | 15         |
| 3/4"       | 24650       | 0          | 217                        | 72         |
| 1"         | 21260       | 0          | 259                        | 159        |
| 1½"        | 258         | 0          | 241                        | 169        |
| 2"         | 252         | 0          | 643                        | 459        |
| 3"         | 12          | 0          | 70                         | 29         |
| 4"         | 8           | 0          | 49                         | 19         |
| 6"         | 5           | 0          | 18                         | 3          |
| 8"         | 0           | 0          | 6                          | 0          |
| 10"        | 0           | 0          | 2                          | 0          |
| 12"        | 0           | 0          | 2                          | 0          |

|                                     |              |          |               |            |
|-------------------------------------|--------------|----------|---------------|------------|
| <b>Totals</b>                       | <b>48175</b> | <b>0</b> | <b>1520</b>   | <b>925</b> |
| <b>Total Number of Connections*</b> |              |          | <b>50,620</b> |            |

The consumption data is entered/transmitted into a handheld unit. The department has eight handheld units, the handheld unit uploads to a desktop computer which generates a .txt file (Flat File) which is then transferred to the City's HTE billing system. The City has plans to move the utility billing to Tyler-Munis Software within the 6-year duration of the resulting contract.

Meters, with a few exceptions, are installed in concrete meter boxes which have concrete lids with touch read pads or cast iron read window. The meters are installed in-line with standard meter connections with no meter yolk. The current system consists of a mixture of meter brands as listed in **Table 2** below. All existing meter counts included in this RFP are approximate and are subject to change.

**Table 2 Existing Meter Manufacturers**

| <b>Manufacturer</b> | <b>Meters in the system</b> |
|---------------------|-----------------------------|
| HERSEY              | 8                           |
| INVENSYS            | 197                         |
| NEPTUNE             | 1987                        |
| OMNI METER          | 58                          |
| ROCKWELL            | 1191                        |
| SENSUS              | 35985                       |
| TURBO               | 3                           |
| UNKNOWN             | 10116                       |
| ZENNER              | 1075                        |

The City has three reservoir sites and two other facility locations that are suitable to place antennas and other Advanced Metering Infrastructure (AMI) communication equipment. The addresses and elevations of these structures are shown in **Table 3** below.

**TABLE 3: COMMUNICATION SITES**

| <b>Name</b>            | <b>Address</b>        | <b>Approx Bldg. Height</b> | <b>Antenna Height</b> |
|------------------------|-----------------------|----------------------------|-----------------------|
| Weston Ranch Reservoir | 738 French Camp Road  | 28 ft                      | 120 ft                |
| 14 Mile Reservoir      | 5656 Feather River Dr | 28 ft                      | No Antenna Tower      |
| NW Reservoir           | 10004 Trinity Parkway | 28 ft                      | 90 ft                 |
| WFO                    | 7400 N West Lane      | 23 ft                      | 108 ft                |

### **3. Deliverables**

The Contractor shall replace manual read meters, older touch read meters, meter reading equipment/hardware, meter reading software, and include data transfer services from the meters to HTE or the Tyler Munis system. Contractor shall perform all meter installations. Contractor shall notify the customer immediately prior to water shut off and install.

The contractor will schedule and participate in approximately 1 hour project meetings as listed below.

1. Biweekly for the first 6 months.
2. Monthly for the remainder of the contract.

Work execution – City responsibilities:

1. Forklift will be provided at the Delta Water Treatment Plant (DWTP).
2. City will isolate large services as needed and requested at least 48 hours in advance by the contractor.
3. Dirt, debris, pipe, concrete disposal and any other project waste.
4. System read routes and other similar information as needed.
5. Water system expertise/advice as needed.

Work execution – Contractor responsibilities:

1. Light traffic control devices (i.e. safety cones) for meter exchanges. Any additional traffic control requirements, such as those required by California Department of Transportation (Caltrans) or similar entities, shall be invoiced on occurrence at cost plus 15%.
2. Replacement/repair of any service line breaks that occur during installation and in accordance with Contractor's standard warranty terms and conditions.
3. Ensuring endpoint will fit in meter box.
4. Supplying water meters, SmartPoints, labor, vehicles and fuel, industry standard tools and equipment, washer, bolt kits, and gaskets. All other materials and/or labor not included within the contracted budget shall be quoted to the City as necessary, on occurrence, and subject to the Parties' approved change order.
5. All project management and contractor QA/QC.
6. All regulation compliance.

AMI system shall meet the following minimum objectives:

1. Facilitate most effective reading process possible utilizing AMI.
2. Contract price controls on water meter purchases.
3. Maximize existing investments in meter reading technology.
4. Support water conservation monitoring and enforcement.
5. Transfer of accurate meter readings to billing software.

#### **4. Tasks That Support the Deliverables**

##### **System Requirements**

The system must be turn-key with the capability to integrate with the City's current billing software HTE and Tyler Munis billing system.

##### **A. Meter Functionality**

1. All meters shall be potable cold-water meters conforming to American Water Works Association, (AWWA), standards for water meter accuracy. Registers may be mechanical dial/odometer type and/or digital read.
2. Meters shall be guaranteed to be free from defects in materials and workmanship for a full 10 years from the date of installation with any additional warranty period clearly identified. The Contractor shall provide a minimum 10-year Guarantee of AWWA New Meter Accuracy.
3. All residential water meters shall be magnetic-driven, positive displacement type measuring chamber that conforms to the provisions in standard specification C700 (latest

revision), “Cold-Water Meters – Displacement Type” of the American Water Works Association (AWWA) Standards.

4. All residential water meters shall be certified as “lead free” as defined by NSF/ANSI 61, Annex G and Annex F and shall be produced from an ISO 9001 manufacturing facility. Manufacturer shall provide a copy of a letter from the NSF-on-NSF letterhead documenting compliance with NSF / ANSI 61, Annex G and Annex F test methodology.
5. Meters shall conform to the size, length, capacity, and be accompanied by a factory test tag certifying the accuracy at “Flows” that are required as stated in the standard C700, “Cold- Water Meters – Displacement type” latest version of the AWWA standards.
6. The meter main case shall be brass or bronze. It shall be cast from NSF/ANSI 61, Annex G and Annex F certified lead-free alloy. The serial number shall be stamped on the main case with cast raised markings indicating size, model, direction of flow, and NSF 61 certification. All main case bolts shall be constructed of 300 series non-magnetic stainless steel for corrosion resistance. The main case shall be guaranteed free from manufacturing defects in workmanship and material for the life of the meter.

#### B. Registers

1. The meter register shall be an absolute solid-state encoder with a water-resistant sealed glass lens and polymer lid. Meter register shall be direct mounted to the meter secured with a tamper-proof seal pin allowing field installation and replacement without removing meter from service. The register shall provide high resolution digital/LCD and/or dial/odometer display transmitted through a fully integrated radio transmitter endpoint. It is desirable to have the register display a visual leak detection indicator and calculated flow rate information to assist with in the field customer service. The register shall be warranted against manufacturing or design defects for a period of ten years from the date of shipment.
2. Meter register ID shall be 8 digits to be compatible with current HTE Billing Software.
3. The register shall store at least 45 days of consumption points in 60 seconds to 1-hour intervals. If register does not store consumption points, explain an alternative that is similar.
4. Endpoints - The end-point technology shall measure the possibility of downstream leaks by using consumption thresholds. It shall also set alerts for backflow/cross connection, high consumption, and very low/zero consumption.

#### C. Meter communication, reading equipment, and software.

1. Communication
  - a. The contractor will use radio frequency (RF) technology for data transmission.
  - b. Communication systems must be reliable, cost effective, accurate, and not interfere with any of the City’s existing communication systems.
2. Reading Equipment
  - a. The meter reading equipment shall be capable of accurately recording and transmitting meter data.
  - b. The meter reading equipment shall read all types of meters currently placed in service or a suitable modification or replacement made.
3. Software

- a. The system shall be compatible with Windows 10 and upgradable to future versions of Windows operating systems.
  - b. The system shall support migration of 12 months of historical meter data for the purpose of analyzing usage patterns.
  - c. The City desires that the system functions, reports, and data on the control computer be securely accessible remotely by properly authorized persons.
  - d. Software shall be capable of Importing and Exporting Data to HTE Billing Software and be migratable to Tyler-Munis Software at a future date. Turnkey delivery means meter software and billing software are linked. Contractor shall be fully responsible for the integration of their AMI system with the City's current billing system. The contractor shall work with the City to ensure the integration is successful at least 30 days prior the first billing cycle. AMI software shall be warranted for a minimum of 12 months. Procedures for product warranty returns shall be clearly outlined so that there is a clean process for any type of product that will be warranted and sent back to the City.
4. Miscellaneous Requirements
- a. Existing meters shall be photographed or recorded with its consumption displayed prior to removal. Photographs and a spreadsheet detailing the address, consumption level, serial number of the meter, and new serial number shall be reported on a periodic basis throughout the installation phase by the Contractor. Old meters that are removed must be recycled, if Contractor chooses to retain the old meters, the proposal shall include a specific cost adjustment to the City.
  - b. Purchased meters may be delivered to the DWTP located at 11373 N. Lower Sacramento Rd, Lodi, CA 95242. DWTP will be used for staging and storage. This site can also be used for vehicle parking. The City is not responsible for any stolen materials/equipment and not responsible for any damage to the contractor's materials or equipment. The contractor is also responsible for storage containers and office space.
  - c. Contractor shall coordinate meter replacement with City WFO staff. All installation technicians must be clearly identifiable with name badges and must be professional in appearance.

## 5. Detailed Work Plan and Approach

- A. Aqua-Metric's optimal business solutions provide comprehensive turn-key offerings to our customers, encompassing system planning and design, network deployment, meter installations, and life-cycle support. We endeavor to give each customer peace of mind knowing they are receiving the very best technology, which is implemented and supported locally by our team of committed and highly knowledgeable professionals.
- B. Aqua-Metric practices a standard operational philosophy and approach from project commencement through completion and acceptance, combining the benefits of best practices and local management. Leading into the City's project, Aqua-Metric will host a series of Planning and Solution Design workshops allowing us to gain a better understanding of the Utility's current business processes and identify any immediate needs. Once we understand the network requirements, our project team will work closely with the City to establish a project plan, deliverables, communication plans, and project

acceptance. During this time, we will devise a deployment timeline conducive to product acquisition, network implementation and integrations, and meter exchange.

- C. Aqua-Metric's in-house technology team will be responsible for managing installation, integration, and commissioning of the City's FlexNet system. Our technology department is proficient in all aspects of FlexNet AMI system deployment with particular emphasis on integration with the City's existing and future CIS software.
- D. Our team will work closely with City of Stockton and their CIS to facilitate the successful integration of the billing software with FlexNet and Sensus Analytics. Concurrent with network implementation, our meter services division will perform water meter installation services utilizing their work-order management software.
- E. Aqua-Metric's technology team will provide instructor-led and one-on-one field training needed for optimal system operation. Throughout the initial project start-up, our technology team will deliver on-site training courses for key utility personnel. Each training session will be relevant to the audience and will include necessary product documentation and handouts. As part of our annual support agreement, Aqua-Metric will provide additional training to the City upon request.
- F. From ongoing training to lifecycle maintenance and support troubleshooting, the City of Stockton will inevitably encounter obstacles to overcome in the future. Aqua-Metric is committed to assisting the City overcome these hurdles to ensure the continued operational health of the network through the life of the system. Our annual support offering was established to provide customers with comprehensive onsite and remote support to ensure that they will receive the best service, hardware, and software support – including firmware updates – for Sensus AMI products. Under our annual support contract, Aqua-Metric will provide same day remote support or third day onsite support when necessary and allowed.

## **6. Approach to Existing Metering Product**

- A. Aqua-Metric understands the City of Stockton's desires to incorporate their existing product investments and utilize available metering components as a part of their pending AMI solution. The Sensus FlexNet AMI solution supports a broad range of industry-leading water meter solutions from Sensus, Badger, Neptune, Elster, and more. Based on this interoperability, the proposed FlexNet AMI solution can maximize the Utility's metering investments and keep a majority of their installed metering products in place; this includes the City's existing Sensus, OMNI, and Neptune water meters, assuming a Sensus-protocol touch coupler connection is in place.
- B. Aqua-Metric's cost proposal reflects this approach by providing a mixture of meter replacements and retrofit services. A complete breakdown and understanding of our installation approach is reflected within the enclosed cost proposal document; however, this includes keeping all Sensus, OMNI, and Neptune metering products in place by adding a FlexNet 520M SmartPoint and replacing all other metering types. This will account for substantial overall cost savings for the Utility.

## **7. Small Water Meter Installation Standard Operating Procedures:**

1. Exit vehicle wearing ALL required PPE (safety glasses, high visibility shirt, protective gloves, steel toe boots).
2. Place cones adjacent to rear bumper approximately 5' from vehicle and even with driver side mirror.
3. Locate Meter Box and lift lid, checking for hazards, snakes, rodents, sharp protrusions.
4. Validate Location by verifying Old Meter Serial Number and Address matches work order data.
  - a. If Location is correct, proceed to Step 5.
  - b. If Location is NOT CORRECT and there is mismatched serial numbers, follow appropriate steps for RTC and RTU Review Codes.
    - RTC – Return to Concord – Escalate to a manager to resolve issue.
    - RTU Review – Return to Utility (utility to address an issue prior to performing the installation, e.g., damaged, existing leak, broken stop, cannot locate, etc.)
5. Validate work order Exchange Type: Meter Exchange, Register Retrofit, Radio Only, etc.
6. Exchange Meter or Retrofit Register

IMPORTANT: Do not attempt to install more than one work order at a time, including scenarios where there is more than one meter in a pit, vault, or bank of meters.

  - a. Customer pre-notification: no customer notification required if Register Retrofit, Endpoint Only, or other work that does not require turning water service off.
  - b. If Meter Exchange, notify customer of the work to be performed. If customer is not available, check the meter register for consumption.
    - If no consumption at meter, proceed with meter exchange.
    - If register shows consumption, DO NOT proceed with the installation (Attempt 1).
      - Attempt 2- Install later that same day.
      - Attempt 3 - Install the following day.
  - c. Take Pre-Site picture of work area 4 to 6 feet in front of meter box showing surrounding area in 'As Found' condition.
  - d. Take photo of pit condition (Dirt Level and valve position)
  - e. Remove dirt and debris from around the meter and meter connections, place in a spoils bucket.
  - f. Use water meter key to turn the curb stop/angle stop to the off position.
  - g. Remove Old Meter.
  - h. Install New Meter and gaskets.
    - i. Verify direction of flow (embossed arrow points towards the customer side)
  - i. Flush Line –
    - i. Before restoring water service, open the hose bib where the water main enters house.
    - ii. Turn water on SLOWLY, at the angle/curb stop valve. Run water through the hose bib, until all air has been evacuated from the service line (approximately 60 seconds). IMPORTANT: If water was OFF when you arrived- DO NOT TURN BACK ON, DO NOT FLUSH LINE, there may be an open line or plumbing repair in house.
    - iii. Once line is flushed, close customer hose bib.
  - j. If meter is still spinning (registering consumption) and there are no visible leaks, confirm with customer that water is being used. If customer is not available turn service OFF at meter, notify project manager and document in the work order management system, "Water left off".
7. Install Endpoint:
  - a. Install endpoint into AMI ready lid, ensuring the endpoint is secure to mounting surface in lid.
  - b. Connect endpoint to meter register.



- c. Activate/Program endpoint if required.
8. Collect Work Order Data following the managed workflow on mobile device.
  - a. Input last read.
  - b. Validate old meter number by entering last 4 digits serial number.
  - c. Input new meter serial numbers (bar code scan)
  - d. Input new register serial numbers (bar code scan)
  - e. Input new endpoint serial numbers (bar code scan)
  - f. Validate meter size and type.
9. Photos: IMPORTANT: For QA uniformity, handhelds must always be in the upright (portrait) position when taking photos.
  - a. Photo 1: Pre-Site picture of work area 4 to 6 feet in front of meter box showing surrounding area 'As Found' conditions.
  - b. Photo 2: Pit condition (Dirt Level and Valve Position)
  - c. Photo 3: Photo of customer line being bled at hose bib.
  - d. Photo 4: New Meter Serial Number
  - e. Photo 5: New Transmitter Serial number.
  - f. Photo 6: Photo of Old Register Read
  - g. Photo 7: Photo of Old Meter Serial Number
  - h. Photo 8: Completed Installation: Capture Ball Valve and Angle stop in the correct position.
  - i. Photo 9: 'As Left' Site condition:
10. Review all collected data in handheld.
11. Save Data.
12. Clean Site and Meter Pit of all materials, trash, debris, and excess spoils.
13. Install pit lid ensuring the lid is installed properly and completely flush (Watch all wire connections when closing the lid).
14. Move to next Work Order.

## 8. Network Implementation Overview

Aqua-Metric provides ongoing collaborative partnership and support to its clients throughout the lifecycle of their project. The Project Management team is responsible for managing installation, commissioning, and the Utility's acceptance of the AMI system. Upon acceptance, the project team transitions support to Sensus and Aqua-Metric Technical Services. Aqua-Metric has developed a technology team dedicated to providing project management and technical support after the implementation of the project.

The Aqua-Metric in-house technology department prides itself on being very knowledgeable in all aspects of AMI system setup, implementation, configuration, and support. We are not only familiar with the Sensus FlexNet System itself, but also its integration into third-party software. The Aqua-Metric team will work alongside Sensus personnel to perform a complete system setup and software implementation. Aqua-Metric has carried out and maintained over one-hundred AMI systems; additionally, Sensus has participated in over 1,200 network deployments. Aqua-Metric is committed to supporting the Utility in the implementation, maintenance, and operation of their AMI System. This includes providing all support to Aqua-Metric's direct involvement with the project.

- A. Aqua-Metric Project Management Services
  - Pre-deployment planning and customer review meetings
  - Project schedule development

- Project coordination, facilitating equipment, order placement, and fulfillment
- Testing of the data transfer to the customer billing system
- Training sessions for installers and AMI system operators
- Facilitate customer acceptance testing of the AMI system (phased acceptance) in accordance with the mutually developed plan.

B. Aqua-Metric Project Management Criteria

- The Project Management (PM) team will coordinate with the Utility according to the criteria identified and agreed upon for each milestone of the project.
- The PM team will manage commissioning, optimization, and acceptance of the project.

C. Aqua-Metric Project Management Phased Activity

Aqua-Metric will work closely with the Utility to establish the installation project plan, project deliverables, accountabilities, communications planning, and project acceptance. We utilize our standard operational philosophy and approach through Project Acceptance and Closure, combining the benefits of best practices and local management. Aqua-Metric's Technology Team will utilize the following milestones when implementing the Utility's AMI System.

D. Aqua-Metric Responsibility Overview

Administer the Project: Participate in pre-deployment planning; Develop and maintain project schedule; Conduct customer review meetings; Coordinate subcontractors.

E. Manage AMI Network Deployment

- Coordinate tower site preparation
- Coordinate Sensus Basestation and antenna installation
- Coordinate Sensus Regional Network Interface (RNI) SaaS setup and build
- Coordinate Sensus Analytics SaaS setup and build
- Coordinate Sensus Customer Portal setup and build.

F. Manage Commissioning of the System

Coordinate Sensus Basestation commissioning; Coordinate Sensus RNI commissioning; Coordinate Sensus Analytics commissioning.

G. Facilitate System Setup and Deployment

Support configuration of RNI and Sensus Analytics user accounts and access; Conduct field training for installers and/or utility personnel on the installation of SmartPoints and meters; Schedule and coordinate Sensus Analytics and RNI training; Coordinate AMI Integration between Utility's Billing System and Sensus, to integrate nightly synchronization of account data (vFlex) and provide billing read information.

H. Manage final system acceptance process

Facilitate customer acceptance testing of the Sensus FlexNet system; Secure customer sign-off of system acceptance.

I. Aqua-Metric Responsibilities by Phase

The following tasks are the responsibility of Aqua-Metric during each specific phase of an AMI Project sale and deployment.

- Pre-Sales Phase: Obtain area site map from utility; Evaluate potential tower sites; Input collected data to Sensus System to get propagation model completed; Prepare AMI Base Terms document.
- Initiation Phase: Gather project documents; Gain understanding of project scope and deliverables; Coordinate network infrastructure installation contractor; Review equipment orders; Create preliminary schedule; Host project kick-off meeting.
- Planning Phase: Verify Network Propagation Analysis; Refine Project Plan; Meter Configuration Workshop; FieldLogic Configuration Workshop; Confirm Basestation site preparation.
- Execution Phase: AMI Network Basestation installation and certification; Facilitate SaaS Sensus RNI and Sensus Analytics servers and software; Perform RNI and Sensus Analytics configuration; Coordinate integration with CIS or Billing system for meter billing reads.
- Pre-Deployment: Test deployment process; Validation Workshop.
- Training: Schedule customer training for Analytics, Customer Portal, Field Training – FieldLogic, RNI. Closeout Phase: Evaluate system performance; Perform any system cleanup needed; Close out project. System Implementation

A successful implementation begins with Utility participation in the integration. This workshop will include overviews on the system design, integration milestones, and data flow. During the workshop, the most appropriate integration methods are identified for each integration point.

The FlexNet AMI System supports a variety of methods for integrating with third-party applications, including:

- Flat file exports of CMEP, HHF, and MVRS to feed MDM, CIS, and OMS systems with registry reads, interval data, and alarm events.
- MultiSpeak web services for meter reading, customer billing, outage management, meter management, and meter lifecycle functions.
- MultiSpeak web service, including the MDMClient meter reading web service, which is capable of transmitting real-time readings to the MDM as the Utility receives them and ensuring that they are not duplicates. This real-time integration is a huge advancement over daily flat file exchanges used by many utilities today.
- CIM interfaces for on-demand reading, power status verification, interval data delivery (auto-push), meter event delivery (auto-push), and remote connect/disconnect.

If any custom integration is needed outside the standard APIs, we can identify requirements during our workshop.

#### J. Testing and Validation

Once a project is deployed and completed, Aqua-Metric's Technology and Project Management Team will perform final validation and testing to confirm the system is fully operational.

- Technology: On an ongoing basis during the project, the Technology and Project Management Teams will assist with monitoring FlexNet and Sensus Analytics through a

series of reports identifying duplicate numbers or inconsistencies. A final review will be performed before the project transitions to support. The Technology and Project Management Teams will also go over any final training with any personnel to make sure Utility employees fully understand the system and their responsibilities. Aqua-Metric Professional Services' goals are to ensure Utility is comfortable taking over the system, that the field technicians understand troubleshooting and replacements, and billing personnel understand and can perform the billing process. We will confirm the read rates are meeting the agreed to parameters – based upon previously discussed terms – which is usually our standard 98.5 percent successful read rate. Aqua-Metric's Technology team will then confirm the project's completion with the Utility and create sign off documents to present for signature.

- Operations: Operations will confirm that all products have been delivered and that no other items are needed from the installation team. They will work with the Utility to facilitate all closeout documents.

#### K. Training Course Descriptions

The success of a FlexNet system deployment is largely dependent on the knowledge and proficiency of the project team members. From the initial installation to project closure and beyond, the Aqua-Metric Technology team will work with the Utility to provide instructor-led and one-on-one field training needed for optimal system operation.

As a part of Aqua-Metric's initial project start-up, members of the technology team will perform on-site training for the Utility as detailed below. Product documentation will also be provided at this time. Additional services and training can be provided to the Utility as requested. We highly recommend that the Utility maintain their annual support to ensure proper use of our Technology Team and their services.

Over the system start-up period, between five and seven days of training are provided. Depending on project complexity and training requirements, Aqua-Metric will provide additional and/or refresher training as necessary.

### 7. Training Plan

#### Step One – 1/2 to 1 Day: In the Field - SmartPoint Module Field Training

Once the AMI infrastructure is installed, training of field personnel or installation contractor in radio installation and activation will be held.

- Handheld Operation
- Proper Documentation of Change Out information to support AMI
- Safety & Security
- Quality Audits of Installations
- SmartPoint Installation and Activation
- Verification of SmartPoint Activation
- Troubleshooting SmartPoint Issues

#### Step Two – 1/2 to 1 Day: Overview Sensus FlexNet and Analytics

Once the infrastructure is installed and the system has at least two weeks of data for a sampling of meters, we will have overview training that provides a one-hour overview of the system with an additional two-hour session for billing personnel.

Overview (field and billing personnel – 1 hr.)

- Sensus FlexNet Architecture and Components

- Field Activation – overview of field activation
- FlexNet roles and responsibilities
- Device Manager Overview (Gas, Water, and Electric)
- Analytics Overview
- Details (focus on billing – additional 2 hrs.)
- Billing setup and integration
- Device Manager deeper dive – show information and troubleshoot
- Sensus Analytics Meter Insight – look at performance of the System
- Sensus Analytics Billing Overview – show integration to provide reads in seconds
- FlexNet and Analytics Alarms
- Sensus Analytics Report Access – getting data out to answer questions

### Step Three – 1 Day: Expand on System Capabilities

Additional formal training is provided on the Sensus FlexNet system, including administration functions. These sessions provide a deeper dive into the system's capabilities. This training will occur two to three months into the project to expand the knowledge and capacities of utility personnel now that they are familiarized with the Sensus FlexNet.

### Step Four – 2 to 3 Days: Additional Training Support

During the next few months of the project there will be on-site visits or web-based training for groups or individuals to answer questions and provide additional support and training as needed.

### Step Five – 1/2 Day: Project Closeout Training

Project close-out training and transitioning of the project to the support team will occur once all meters have been installed.

#### System Optimization

- Evaluate network performance
- Change any non-performing meters
- Re-program radios to different modes

#### System Acceptance Test

- Acceptance Criteria development
- System hardware installed
- Acceptance Testing
- Project Completion and Sign-off

## **8. Maintenance and Support Overview**

Aqua-Metric is committed to supporting our customers in the implementation, maintenance, and operation of its AMI System. This process includes providing all support to Aqua-Metric personnel directly involved with the Project. Additionally, we carry numerous product overviews and manuals that can be provided to the Utility if requested.

## **9. Sensus Support**

The Aqua-Metric and Sensus support program was established to provide customers with a comprehensive support program that ensures that they will receive the best service, hardware, and software support – including firmware updates – for Sensus AMI products. Participation in the support program is highly recommended for all FlexNet customers. This recommendation is made so that each FlexNet customer will receive the consistent product support benefits. Aqua-Metric, as Sensus' Value-Added Reseller, is responsible for helping Utilities successfully maintain the functionality of their systems through product support.

**A. Program features are as follows:**

- Unlimited and priority handling of telephone service support from Aqua-Metric and Sensus' Technical Services Group
- Priority status for customers requiring hardware support and loaner equipment
- Firmware updates
- Additional training sessions
- Information pertaining to annual customer user conferences

**B. Lifecycle Support: AMI Customer & Technical Services**

A successful deployment of the Sensus FlexNet Advanced Metering Infrastructure (AMI) system is largely dependent on the knowledge, proficiency, experience, and local support for the Utility's AMI project. With the advent of so many technical systems, Aqua-Metric has developed and expanded its technology department to implement and service Sensus AMI systems. As a Sensus Certified Value-Added Reseller, Aqua-Metric will provide lifecycle on-site and remote support to the Utility.

Upon acceptance, the project team transitions support to Aqua-Metric and Sensus' AMI Technical Services. From the initial installation to project closure and beyond, Aqua-Metric Technology Team will provide the lifecycle support needed for optimal system operation.

**C. Support Inclusions**

Aqua-Metric provides the added value of local in-house technical support services in addition to the support provided by Sensus USA. We will work with the Utility to manage the product through its lifecycle and beyond. Our on-site and remote support services include:

- Assistance with billing integration
- Sensus Server Backup consulting for AMI systems
- Access to Subject Matter experts on Sensus products and tools
- Remote and on-site support
- Hardware and Software troubleshooting assistance
- Technical support for Field Troubleshooting
- Training updates as tools, techniques, and software change
- Assistance with software updates and recommendations on the updates needed for your system and devices
- Basic monitoring (periodic health check)
- Sensus Basestation check-up

- Coordination with Sensus to facilitate support as required

#### **D. Basestation Protection Plan**

Sensus offers various extended warranties for their system hardware components, including the hand-held, VGB, and CommandLink. Most importantly, Sensus offers a basestation protection plan to their FlexNet customers. The basestation protection plan provides another layer of assurance that infrastructure investments are maintained. Participation in the basestation protection program is highly recommended to all customers so that each utility can benefit from the additional support services provided. Typical basestation protection plans are available for five years, with approved extensions allowed thereafter. The following provides a list of coverage terms:

- Sensus will repair or replace defective parts
- Basestations will be upgraded to meet minimum requirements for operating Sensus products
- Protection plan includes labor in the repair, replacement, or upgrades of basestations
- Access to technical support 24/7
- Defective parts will be repaired or replaced within five (5) business days once Technical Service has determined that the base station is unusable and that no workaround is available
- Upgrades to basestations will be completed by Sensus or their representatives once it has been determined that the hardware or operating software requires an upgrade to meet minimum operating requirements for Sensus products
- Includes base station re-certification, if required

Prioritize disadvantaged communities to be installed first as state grant funds may be used.

The following information was provided by Concord Utility Services, which provides their response to the question above.

The deployment strategy will be a coordination between the Utility and installation Project Managers, billing staff, and field operations. The project schedule, and daily production, will be developed around the communication of the priority communities, billing cycles, read routes, blackout dates, field coordination, and material availability.

### **10. Lead Service Line Inventory (LSLI)**

As part of this project the City is also requiring that a LSLI be performed to meet the requirements of the California Water Boards revised Lead and Copper Rule. The water board requires that documentation be provided on all service lines (City and customer side of the meter) on the pipe material. The rule indicates that any service line installed after January 1, 1986 can be assumed to be non-lead. The City has inventoried our service lines and determined that 240 lines were installed prior to 1986 or have no date and may be made with lead. A list of the sites will be provided to the contractor. The contractor shall visit each of these meters and determine the pipe material and

document it via the state's template. Both sides of the meter need to be documented. Any possible lead solder used also needs to be per documented the state's requirements. Photographs to document the pipe type shall also be taken at each site. The service line inventory shall be done in accordance with the states Lead and Copper Rule requirements and guidance.

### **Notices**

Pursuant to Exhibit C – General Terms and Conditions, Paragraph 16 – Notices, the mailing address for all required notices is as follows:

**Contractor:** Aqua-Metric Sales Company  
Attn: Tommy Thirkettle  
4050 Flat Rock Drive  
Riverside, CA 92505

**City:** Delta Water Treatment Plant  
Attn: Monica Sandoval  
11373 N. Lower Sacramento Rd  
Lodi, Ca 95242

### **Key Personnel**

Christopher Newville, Manager (Aqua Metric)  
Jeff Randolph, Western Sales Manager (Aqua Metric)  
Mike Bortletto Solutions Specialist (Aqua Metric)  
Jeff Brockman Project Manager  
Ryan Stevenson Technical Support Specialist



**Exhibit B:**  
**Insurance Requirements**  
(Water Meters Meter Reading Equipment & Software RFP)

Contractor shall procure and maintain for the duration of the contract, *and for 5 years thereafter*, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees, or subcontractors.

**MINIMUM SCOPE AND LIMIT OF INSURANCE**

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office (ISO) Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** Insurance Services Office Form CA 0001 covering Code 1 (any auto), with limits no less than \$1,000,000 per accident for bodily injury and property damage.
3. **Workers’ Compensation** insurance as required by the State of California, with Statutory Limits, and Employers’ Liability insurance with a limit of no less than **\$1,000,000** per accident for bodily injury or disease.
4. **Cyber Liability Insurance**, with limits not less than **\$2,000,000** per occurrence or claim, **\$2,000,000** aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor in this agreement and shall include, but not be limited to, claims involving security breach, system failure, data recovery, business interruption, cyber extortion, social engineering, infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, and alteration of electronic information. The policy shall provide coverage for breach response costs, regulatory fines and penalties as well as credit monitoring expenses.

**Technology Professional Liability Errors & Omissions**

**Technology Professional Liability Errors and Omissions Insurance** appropriate to the Contractor’s profession and work hereunder, with limits not less than **\$2,000,000** per occurrence. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by the Contractor in this agreement and shall include, but not be limited to, claims involving security breach, system failure, data recovery, business interruption, cyber extortion, social engineering, infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, and alteration of electronic information. The policy shall provide coverage for breach response costs, regulatory fines and penalties as well as credit monitoring expenses.

- a. The Policy shall include, or be endorsed to include, **property damage liability coverage** for damage to, alteration of, loss of, or destruction of electronic data and/or information “property” of the Agency in the care, custody, or control of the Contractor. If not covered under the Contractor’s liability policy, such “property” coverage of the Agency may be endorsed onto the Contractor’s Cyber Liability Policy as covered property as follows:

If the contractor maintains broader coverage and/or higher limits than the minimums shown above, the City of Stockton requires and shall be entitled to the broader coverage and/or the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City of Stockton.

### **Self-Insured Retentions**

Self-insured retentions must be declared to and approved by the City of Stockton. The City of Stockton may require the Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City of Stockton. The CGL and any policies, including Excess liability policies, may not be subject to a self-insured retention (SIR) or deductible that exceeds \$25,000 unless approved in writing by City of Stockton. Any and all deductibles and SIRs shall be the sole responsibility of Contractor or subcontractor who procured such insurance and shall not apply to the Indemnified Additional Insured Parties. City of Stockton may deduct from any amounts otherwise due Contractor to fund the SIR/deductible. Policies shall NOT contain any self-insured retention (SIR) provision that limits the satisfaction of the SIR to the Named Insured. The policy must also provide that Defense costs, including the Allocated Loss Adjustment Expenses, will satisfy the SIR or deductible. City of Stockton reserves the right to obtain a copy of any policies and endorsements for verification.

### **Other Insurance Provisions**

The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. **The City of Stockton, its officers, officials, employees, and volunteers are to be covered as additional insureds** on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations and automobiles owned, leased, hired, or borrowed by or on behalf of the Contractor. General liability coverage can be provided in the form of an endorsement to the Contractor’s insurance (at least as broad as ISO Form CG 20 10 11 85 or **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 forms if later revisions used). Additional insured Name of Organization shall read “City of Stockton, its officers, officials, employees, and volunteers.” Policy shall cover City of Stockton, its officers, officials, employees, and volunteers for all locations work is done under this contract.
2. For any claims related to this project, the **Contractor’s insurance coverage shall be primary and non-contributory** insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the City of Stockton, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City of Stockton, its officers, officials, employees, or volunteers shall be excess of the Contractor’s insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies.

The City of Stockton does not accept endorsements limiting the Contractor's insurance coverage to the sole negligence of the Named Insured.

3. Each insurance policy required by this clause shall provide that coverage shall not be canceled, except with notice to the City of Stockton.

***Claims Made Policies (professional & Pollution only)***

If any coverage required is written on a claims-made coverage form:

1. The retroactive date must be shown, and this date must be before the execution date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of contract work.
3. If coverage is cancelled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective, or start of work date, the Contractor must purchase extended reporting period coverage for a minimum of five (5) years after completion of contract work.
4. A copy of the claims reporting requirements must be submitted to the City of Stockton for review.
5. If the services involve lead-based paint or asbestos identification/remediation, the Contractors Pollution Liability policy shall not contain lead-based paint or asbestos exclusions. If the services involve mold identification/remediation, the Contractors Pollution Liability policy shall not contain a mold exclusion, and the definition of Pollution shall include microbial matter, including mold.

***Umbrella or Excess Policies***

The Contractor may use Umbrella or Excess Policies to provide the liability limits as required in this agreement. This form of insurance will be acceptable provided that all of the Primary and Umbrella or Excess Policies shall provide all of the insurance coverages herein required, including, but not limited to, primary and non-contributory, additional insured, Self-Insured Retentions (SIRs), indemnity, and defense requirements. The Umbrella or Excess policies shall be provided on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying Commercial General Liability insurance. No insurance policies maintained by the Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until the Contractor's primary and excess liability policies are exhausted.

***Acceptability of Insurers***

Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best rating of no less than A: VII, unless otherwise acceptable to the City of Stockton.

***Waiver of Subrogation***

**Contractor hereby agrees to waive rights of subrogation which any insurer of Contractor may acquire** from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation. **The Workers' Compensation policy shall be endorsed with a waiver of subrogation** in favor of the City of Stockton for all work performed by the Contractor, its employees, agents and subcontractors.

***Verification of Coverage***

Contractor shall furnish the City of Stockton with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause and **a copy of the Declarations and Endorsements Pages of the CGL and any Excess policies listing all policy endorsements**. All certificates and endorsements and copies of the Declarations & Endorsements pages are to be received and approved by the City of Stockton before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The City of Stockton reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time. City of Stockton reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

***Subcontractors***

Contractor shall require and verify that all subcontractors maintain insurance meeting all requirements stated herein, and Contractor shall ensure that City of Stockton is an additional insured on insurance required from subcontractors. For CGL coverage, subcontractors shall provide coverage with a form at least as broad as CG 20 38 04 13.

***Duration of Coverage***

CGL & Excess liability policies **for any construction related work, including, but not limited to, maintenance, service, or repair work**, shall continue coverage for a minimum of 5 years for Completed Operations liability coverage. Such Insurance must be maintained and evidence of insurance must be provided **for at least five (5) years after completion of the contract of work**.

***Special Risks or Circumstances***

City of Stockton reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other circumstances.

**Certificate Holder Address**

The address for mailing certificates, endorsements and notices shall be:

City of Stockton  
Its Officers, Officials, Employees and Volunteers  
400 E Main Street, 3rd Floor – HR  
Stockton, CA 95202

**EXHIBIT C**  
**GENERAL TERMS AND CONDITIONS**

1. **Goods, Equipment and Services.** Subject to the terms and conditions set forth in this Agreement, Contractor shall provide to City the services described in Exhibit A of the Agreement. Contractor shall provide said services at the time, place and in the manner specified in Exhibit A of the Agreement.
2. **City Assistance, Facilities, Equipment and Clerical Support.** Except as set forth in Exhibit A, Contractor shall, at its sole cost and expense, furnish and maintain all facilities and equipment that may be required for furnishing services pursuant to this Agreement. If applicable, City shall furnish to Contractor only the facilities and equipment listed in Exhibit A to the Agreement.
3. **Compensation.** City shall pay Contractor for services rendered pursuant to this Agreement as described more particularly in Exhibit A and Exhibit E to the Agreement.
  - 3.1. Invoices submitted by Contractor to City must contain a brief description of work performed, time spent and City reference number. Within thirty (30) days of receipt of Contractor's invoice, City will review invoice, and if acceptable make payment on approved invoice.
  - 3.2. Notwithstanding anything to the contrary herein, all payments will be processed in accordance with California Prompt Payment Act. Contractor may charge a late fee for payments not made in accordance with this prompt payment policy; however, the policy shall not apply to payments withheld by the City in the event: (a) there is a bona fide dispute between the City and Contractor concerning the goods, supplies, materials, equipment delivered, or the services performed, that causes the payment to be late; or (b) the payment application is not mailed or invoiced to the City in accordance with Agreement. The City shall provide Contractor with written notice of a disputed invoice within thirty (30) days from the date of receiving the invoice. If the City has not furnished such notice, Contractor may consider the invoice accepted and ready for payment.
  - 3.3. Economic Price Adjustment
    - 3.3.1. In recognition of the potential for fluctuation in Contractor's cost for the materials or services provided hereto this Agreement, a price adjustment may be submitted by Contractor upon Contractor's receipt of such price adjustment imposed by Contractor's manufacturers or suppliers. The percentage change between the contract price and the requested price shall not exceed the percentage change listed in the U.S. Bureau of Labor Statistics' published Consumer Price Index and Producer Price Index for that time period. Prices for products or services unaffected by verifiable cost trends shall not be subject to adjustment.
    - 3.3.2. Contractor's submitted price adjustment will be made in writing and submitted to the City timely. Price adjustments will be for the sole purpose of accommodating changes in Contractor's direct economic and inflationary costs of materials or services provided herein.
4. **Sufficiency of Contractor's Work.** All Contractor services, work, and deliverables shall be performed in a good and workmanlike manner with due diligence in accordance with the degree of skill normally exercised by similar contractors supplying services and work of a similar

nature, and in conformance with applicable laws, codes and professional standards. Contractor's work shall be adequate and sufficient to meet the purposes of this Agreement.

5. **Ownership of Work.** All reports, work product, all other documents completed or partially completed by Contractor or its approved subcontractors, in performance of this Agreement, and if applicable, drawings, designs, and plan review comments shall become the property of the City. Any and all copyrightable subject matter in all materials is hereby assigned to the City and the Contractor and its approved subcontractors agree to execute any additional documents that may be necessary to evidence such assignment. All materials shall be delivered to the City upon completion or termination of the work under this Agreement. If any materials are lost, damaged or destroyed before final delivery to the City, the Contractor shall replace them at its own expense. Contractor and its approved subcontractors shall keep materials confidential. Materials shall not be used for purposes other than performance of services under this Agreement and shall not be disclosed to anyone not connected with these services, unless the City provides prior written consent.

6. **Timeliness.** Time is of the essence in this Agreement. Further, Contractor acknowledges that the failure of Contractor to comply with the time limits described in Exhibit A may result in economic or other losses to the City.

7. **Changes.** Both parties to this Agreement understand that it may become desirable or necessary during the term of this Agreement for City to modify the scope of services provided for under this Agreement. Any material extension or change in the scope of work shall be discussed with City and the change and cost shall be memorialized in a written amendment to the original contract prior to the performance of the additional work. Until the amendment is so executed, City will not be responsible to pay any charges Contractor may incur in performing such additional services, and Contractor shall not be required to perform any such additional services.

8. **Amendment.** No variation of the terms of this Agreement shall be valid unless an amendment is made in writing and signed by both parties.

9. **Contractor's Status.**

9.1. In performing the obligations set forth in this Agreement, Contractor shall have the status of an independent contractor and Contractor shall not be considered to be an employee of the City for any purpose. All persons working for or under the direction of Contractor are its agents and employees and are not agents or employees of City. Contractor by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of City. Except as expressly provided in Exhibit A, Contractor has no authority or responsibility to exercise any rights or power vested in the City. No agent, officer or employee of the City is to be considered an employee of the Contractor. It is understood by both Contractor and City that this Agreement shall not be construed or considered under any circumstances to create an employer-employee relationship or a joint venture.

9.2. Contractor shall determine the method, details and means of performing the work and services to be provided by Contractor under this Agreement. Contractor shall be responsible to City only for the requirements and results specified in this Agreement and, except as expressly provided in this Agreement, shall not be subjected to City's control with respect to the physical action or activities of Contractor in fulfillment of this Agreement. Contractor has control over the manner and means of performing the services under this Agreement. If necessary, Contractor has the responsibility for employing other persons or firms to assist Contractor in fulfilling the terms and obligations under this Agreement.

- 9.3. If in the performance of this Agreement any third persons are employed by Contractor, such persons shall be entirely and exclusively under the direction, supervision and control of Contractor. All terms of employment including hours, wages, working conditions, discipline, hiring and discharging or any other term of employment or requirements of law shall be determined by the Contractor.
- 9.4. It is further understood and agreed that Contractor must issue W-2 forms or other forms as required by law for income and employment tax purposes for all of Contractor's assigned personnel under the terms and conditions of this Agreement.

**10. Subcontractor.**

- 10.1. Subcontractors shall not be recognized as having any direct or contractual relationship with City. Contractor shall be responsible for the work of subcontractors, which shall be subject to the provisions of this Agreement. Subcontractors will be provided with a copy of the Agreement and be bound by its terms. Contractor is responsible to City for the acts and omissions of its subcontractors and persons directly or indirectly employed by them.

**11. Termination.**

- 11.1. Termination for Convenience of City. Either party may terminate this Agreement at any time by mailing a notice in writing no less than thirty (30) days prior to the date of termination to the other party. The Agreement shall then be deemed terminated, and no further work shall be performed by Contractor. If the Agreement is so terminated, the Contractor shall be paid for the work actually completed at the time the notice of termination is received.
- 11.2. Should either party default in the performance of this Agreement or materially breach any of its provisions and the breaching party has not cured such default within the cure period defined below, the other party, at that party's option, may terminate this Agreement by giving written notification to the other party.
- 11.2.1. Cure Period. As used in this Agreement, "Cure Period" means a period of thirty (30) days after receipt by a breaching party's written notice from the non-breaching party that this Agreement has been breached.
- 11.3. Funding- Non-Appropriation. It is mutually understood between the Parties that payment to the Contractor for performance shall be dependent upon the availability of appropriations by the City Council for the purposes of this Agreement. No legal liability on the part of the City for any payment may arise under this Agreement until funds are made available and until the Contractor has received funding availability, which will be confirmed in writing. If funding for any fiscal year is reduced or deleted, or if the City loses funding for any reason, the City, in its sole discretion, shall have the option to either (a) cause this Agreement to be canceled or terminated pursuant to applicable provisions of the Agreement; or (b) offer to amend the Agreement to reflect the reduced funding for this Agreement.

- 12. Informal Dispute Resolution.** Except in the event of termination pursuant to Section 11, if either Contractor or the City has a claim, dispute, or other matter in question for breach of duty, obligations, services rendered or any warranty that arises under this Agreement, the parties shall first attempt to resolve the matter through this dispute resolution process. The disputing party shall notify the other party in writing as soon as practicable after discovering the claim, dispute, or breach. The notice shall state the nature of the dispute and list the party's specific reasons for such dispute. Within ten (10) business days of receipt of the notice, both parties shall commence

the resolution process and make 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 within applicable venue defined in Section 23. The mediator shall be agreed to by the parties. If the parties cannot agree on a mediator, each party shall select a mediator and the mediators selected by the parties shall select a mediator to mediate the dispute. Each party shall be liable for its own expenses, including attorney's fees; however, the parties shall share equally in the costs of the mediation. If the parties cannot resolve the dispute through mediation, then either party shall have the right to exercise any and all remedies available under law regarding the dispute. Notwithstanding the fact that the parties may be attempting to resolve a dispute in accordance with this informal dispute resolution process, the parties agree to continue without delay all of their respective duties and obligations under this Agreement not affected by the dispute. Either party may, before or during the exercise of the informal dispute resolution process set forth herein, apply to a court having jurisdiction for a temporary restraining order or preliminary injunction where such relief is necessary to protect its interests.

**13. Non-Assignability.** The Contractor shall not assign, sublet, or transfer this Agreement or any interest or obligation in the Agreement without the prior written consent of the City, and then only upon such terms and conditions as City may set forth in writing. Contractor shall be solely responsible for reimbursing subcontractors.

**14. Indemnity and Hold Harmless.** To the fullest extent permitted by law, Contractor shall hold harmless, defend and indemnify City of Stockton and its officers, officials, employees and volunteers from and against any and all liability, loss, damage, expense, costs (including without limitation costs and fees of litigation) of every nature arising out of or in connection with Contractor's performance of work hereunder or its failure to comply with any of its obligations contained in this agreement, except such loss or damage which was caused by the sole negligence or willful misconduct of the City of Stockton. This obligation is independent of, and shall not in any way be limited by, the minimum insurance obligations contained in this agreement. These obligations shall survive the completion or termination of this agreement.

**15. Insurance.** During the term of this Agreement, Contractor shall maintain in full force and effect at its own cost and expense the insurance coverage as set forth in the attached Exhibit B to this Agreement and shall otherwise comply with the other provisions of Exhibit B to this Agreement.

**16. Notices.** All notices herein required shall be in writing and shall be sent by certified or registered mail, postage prepaid, addressed in Exhibit A to this Agreement.

**17. Conformance to Applicable Laws.** Contractor shall comply with all applicable Federal, State, and Municipal laws, rules, and ordinances. Contractor shall not discriminate in the employment of persons or in the provision of services under this Agreement on the basis of any legally protected classification, including race, color, national origin, ancestry, sex or religion of such person.

**18. Licenses, Certifications and Permits.** Prior to the City's execution of this Agreement and prior to the Contractor's engaging in any operation or activity set forth in this Agreement, Contractor shall obtain a City of Stockton business license, which must be kept in effect during the term of this Agreement. Contractor covenants that it has obtained all certificates, licenses, permits and the like required to perform the services under this Agreement. Such licenses, certificates and permits shall be maintained in full force and effect during the term of this Agreement.



19. **Records and Audits.** Contractor shall maintain all records regarding this Agreement and the services performed for a period of three (3) years from the date that final payment is made. At any time during normal business hours, the records shall be made available to the City to inspect and audit. To the extent Contractor renders services on a time and materials basis, Contractor shall maintain complete and accurate accounting records, in a form prescribed by City or, if not prescribed by City, in accordance with generally accepted accounting principles, such records to include, but not be limited to, payroll records, attendance cards, time sheets, and job summaries.
20. **Confidentiality.** Contractor shall exercise reasonable precautions to prevent the unauthorized disclosure and use of City reports, information or conclusions.
21. **Conflicts of Interest.** Contractor covenants that other than this Agreement, Contractor has no financial interest with any official, employee or other representative of the City. Contractor and its principals do not have any financial interest in real property, sources of income or investment that would be affected in any manner of degree by the performance of Contractor's services under this Agreement. If such an interest arises, Contractor shall immediately notify the City.
22. **Waiver.** In the event either City or Contractor at any time waive any breach of this Agreement by the other, such waiver shall not constitute a waiver of any other or succeeding breach of this Agreement, whether of the same or of any other covenant, condition or obligation. No payment, partial payment, acceptance, or partial acceptance by City shall operate as a waiver on the part of City of any of its rights under this Agreement.
23. **Governing Law.** California law shall govern any legal action pursuant to this Agreement with venue for all claims in the Superior Court of the County of San Joaquin, Stockton Branch or, where applicable, in the Federal District Court of California, Eastern District, Sacramento Division.
24. **No Personal Liability.** No official or employee of City shall be personally liable to Contractor in the event of any default or breach by the City or for any amount due Contractor.
25. **Severability.** If any portion of this Agreement or application thereof to any person or circumstance shall be declared invalid by a court of competent jurisdiction or if it is found in contravention of any federal, state or city statute, ordinance or regulation the remaining provisions of this Agreement or the application thereof shall not be invalidated thereby and shall remain in full force and effect to the extent that the provisions of this Agreement are severable.
26. **Non-Discrimination.** During the performance of this Agreement, Contractor and its officers, employees, agents, representatives or subcontractors shall not unlawfully discriminate in violation of any federal, state, or local law, rule or regulation against any employee, applicant for employment or person receiving services under this Agreement because of race, religion, color, national origin, ancestry, physical or mental disability, medical condition (including genetic characteristics), marital status, age, political affiliation, gender identity, gender expression, sex or sexual orientation, family and medical care leave, pregnancy leave, or disability leave. Contractor and its officers, employees, agents, representative or subcontractors shall comply with all applicable Federal, State and local laws and regulations related to non-discrimination and equal opportunity, including without limitation the City's nondiscrimination policy; the Fair Employment and Housing Act (Government Code sections 12990 (et seq.); California Labor Code sections 1101, 1102 and 1102.1; the Federal Civil Rights Act of 1964 (P.L. 88-352), as amended; and all applicable regulations promulgated in the California Code of Regulation or Code of Federal Regulations. Title VI of the Civil Rights Act of 1964 requires that "no person in the United States shall, on the grounds of race, color, or national origin be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal

financial assistance.” (42 USC Section 2000d). <http://www.dol.gov/oasam/regs/statutes/titlevi.htm>. The City requires compliance with the requirements of Title VI in all of its programs and activities regardless of funding source.

**27. Force Majeure.** Neither party shall be responsible for delays or failures in performance resulting from acts of God, acts of civil or military authority, terrorism, fire, flood, strikes, war, epidemics, pandemics, shortage of power or other acts or causes reasonably beyond the control of that party. The party experiencing the force majeure event agrees to give the other party notice promptly following the occurrence of a force majeure event, and to use diligent efforts to recommence performance as promptly as commercially practicable.

**28. Taxes and Charges.** Contractor shall be responsible for payment of all taxes, fees, contributions or charges applicable to the conduct of the Contractor’s business.

**29. Cumulative Rights.** Any specific right or remedy provided in this Agreement will not be exclusive but will be cumulative of all other rights and remedies to which may be legally entitled.

**30. Advice of Attorney.** Each party warrants and represents that in executing this Agreement, it has received independent legal advice from its attorneys or the opportunity to seek such advice.

**31. Heading Not Controlling.** Headings used in this Agreement are for reference purposes only and shall not be considered in construing this Agreement.

**32. Entire Agreement, Integration, and Modification.**

32.1. This Agreement represents the entire integrated agreement between Contractor and the City; supersedes all prior negotiations, representations, or agreements, either written or oral between the parties and may be amended only by a written Amendment signed by the Contractor and City Manager.

32.2. All Exhibits to this Agreement and this Agreement are intended to be construed as a single document.

**33. Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.

**34. Authority.** The individual(s) executing this Agreement represent and warrant that they have the legal capacity and authority to do so on behalf of their respective legal entities.

**EXHIBIT D**  
**GOODS AND SERVICES TERMS AND CONDITIONS**

1. **Definitions.** The following words and phrases have the following meanings for purposes of this Agreement:

1.1. "Services" means, collectively, the services, duties and responsibilities described in Exhibit A of this Agreement and any and all work necessary to complete them or carry them out fully and to the standard of performance required in this Agreement.

1.2. "Deliverable" means quantifiable goods or services that will be provided through the execution of a project. A deliverable is any tangible material, work or thing delivered by one party to the other, including associated technical documentation. A deliverable can be tangible or intangible parts of the development process, and often are specified functions or characteristics of the project.

2. **General.** The following terms and conditions are applicable for the purchase of goods and services only. The special conditions shall be read in conjunction with the Standard Agreement, General Terms and Conditions ("GTC") Exhibit C, and all other Exhibits identified in the Standard Agreement.

2.1. Where any portion of the GTC is in conflict to or at variance with any provisions of the Special Conditions of the Agreement, then unless a different intention stated, the provision(s) of the Special Conditions of the Agreement shall be deemed to override the provision(s) of GTC only to the extent that such conflict or variations in the Special Conditions of the Agreement are not possible of being reconciled with the provisions of the GTC.

2.2. In the case of modification of a part or provision of the GTC, the unaltered part or provision, or both shall remain in effect. The Special Conditions shall relate to a particular project and be peculiar to that project but shall not weaken the character or intent of the GTC.

3. **Time for Performance.**

3.1. Contractor shall perform the services within a 6 year period or sooner.

3.2. Timeliness of Performance i) Contractor shall provide the Services, and Deliverables within the term and within the time limits required under this Agreement, pursuant to the provisions of Exhibit A and as specified above ii) Neither Contractor nor Contractor's agents, employees nor subcontractors are entitled to any damages from the City, nor is any party entitled to be reimbursed by the City, for damages, charges or other losses or expenses incurred by Contractor by reason of delays or hindrances in the performance of the Services, unless such delay is caused by the City.

4. **Standard of Performance**

In addition to Exhibit C, Section 4 and 18, Contractor agrees as follows:

4.1. Contractor's Services shall be performed in accordance with generally accepted professional practices and principles and in a manner consistent with the level of care and skill ordinarily exercised by members of Contractor's profession currently practicing under similar conditions. Contractor shall comply with the profession's standard of performance, applicable laws, regulations, and industry standards. By delivery of completed work, Contractor certifies that the work conforms to the requirements of this Agreement and all applicable federal, state, and local laws. If Contractor is retained to perform services requiring a license, certification, registration or other similar requirement under California law, Contractor shall maintain that

license, certification, registration, or other similar requirement throughout the term of this Agreement.

4.2. Contractor acknowledges that it is entrusted with or has access to valuable and confidential information and records of the City and with respect to that information, Contractor agrees to be held to the standard of care of a fiduciary. Contractor shall assure that all services that require the exercise of professional skills or judgment are accomplished by professionals qualified and competent in the applicable discipline and appropriately licensed, if required by law. Contractor must provide copies of any such licenses. Contractor remains responsible for the professional and technical accuracy of all Services or Deliverables furnished, whether by Contractor or its subcontractors or others on its behalf. All Deliverables must be prepared in a form and content satisfactory to the Using Agency and delivered in a timely manner consistent with the requirements of this Agreement.

4.3. If Contractor fails to comply with the foregoing standards, Contractor must perform again, at its own expense, all Services required to be re-performed as a direct or indirect result of that failure. Any review, approval, acceptance, or payment for any of the Services by the City does not relieve Contractor of its responsibility for the professional skill and care and technical accuracy of its Services and Deliverables. This provision in no way limits the City's rights against Contractor either under this Agreement, at law or in equity.

## **5. Compensation**

5.1. In addition to Section 3 Compensation in Exhibit C – GTC, the Contractor shall be compensated for the services provided under this Agreement as follows:

5.1.1. Contractor shall be compensated for services rendered and accepted under this Agreement and shall be paid monthly, in arrears, based upon the rates set forth in Exhibit E attached hereto and made a part of this Agreement. Contractor may vary the compensation for each task in Exhibit E provided that the total project compensation listed in Exhibit E and the Standard Agreement is not exceeded.

## **6. Reports and Information**

Contractor shall at such times and in such forms as the City may require furnish the City such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Agreement, the costs and obligations incurred or to be incurred in connection therewith, and any other matters are covered by this Agreement as specified in Exhibit A and Exhibit E.

## **7. Findings Confidential**

All the reports, information, data, et cetera, prepared or assembled by the Contractor under this Agreement are confidential and the Contractor agrees that they shall not be made available to any individual or organization without the prior written approval of the City. Contractor shall not be required under the provisions of this paragraph to keep confidential any data or information which is or becomes publicly available, is required by applicable law or by proper legal or governmental authority, is already rightfully in the Contractor's possession without obligation of confidentiality, is independently developed by Contractor outside the scope of this Agreement or is rightfully obtained from third parties. Contractor shall give City prompt notice of any such legal or governmental demand and reasonably cooperate with City in any effort to seek a protective order or otherwise to contest such required disclosure.

## **8. Right of Inspection**

All Deliverables furnished by Contractor must be as specified in Exhibit A and will be subject to inspection and approval of City after delivery. City reserves the right to reject and return, at the risk and expense of Contractor, the portion of any Deliverable which may be defective or

fail to comply with specifications in Exhibit A without invalidating the remainder of the Deliverables. If rejected, Deliverable will be held for disposition at the expense and risk of Contractor. Payment for Deliverable prior to inspection shall not constitute acceptance of the Deliverable.

## **9. Warranty**

Contractor warrants that (i) any Deliverable created or performed by Contractor for City under this Agreement will conform to specifications, drawings or samples furnished by City to Contractor for a minimum period of one year, and (ii) any standard Deliverable sold by Contractor to other customers besides City will meet or exceed any of the standards for such types of product in industry. Contractor's warranty shall survive delivery of Deliverable and shall not be deemed waived by City's failure to discover defects, acceptance of the Deliverable, or payment, therefore.

9.1. **DISCLAIMER.** EXCEPT AS SPECIFICALLY SET FORTH IN THIS AGREEMENT, THE SERVICES AND SOFTWARE ARE PROVIDED BY CONTRACTOR 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; PROVIDED; HOWEVER, ANY SUCH WARRANTIES RECEIVED BY CONTRACTOR FROM ITS SUPPLIERS SHALL BE PASSED ON TO CLIENT.

9.2. Contractor warrants that the services provided by Contractor 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 deliverables herein this Agreement will substantially conform to the deliverables specified in the applicable Exhibits and Appendices hereto through the term of the Agreement.

9.3. **Limitations.** Unless otherwise expressly provided herein, neither Contractor nor any of its service providers, licensors, employees, or agents warrant that the operation of the services will be uninterrupted or error free. Further, neither Contractor nor its suppliers, licensors, employees or agents 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 the City in transporting goods between its warehouse and its end user's premises and any and all costs and expenses incurred in installing, uninstalling, and removing goods; and (iii) any manual meter reading costs and expenses.

9.4. **Standard Manufacturer Warranty.** Standard manufacturer product warranties shall apply to all product(s) furnished under this Agreement. Contractor and/or their supplier agrees to provide a repaired or replacement meter free of charge, including no charge for freight delivery back to the City for any meter returned within the warranty provisions.

9.5. **Meter Services Warranty.** Contractor warrants the quality of workmanship and services provided herein to be reasonably free from defects within twenty-four linear inches downstream (customer side) of the meter connection for a period of thirty (30) days from the date of meter exchange.

- A. Meter Services Warranty is only applicable to the services rendered during the time of meter exchange and only applicable if the failure is reasonably evident of a faulty meter exchange service provided by Contractor or its subcontractor.
- B. Contractor does not warrant defective product(s) or materials including but not limited to the utility meter, piping, meter couplings, curb stops, shut off valves, meter risers, meter setters, meter boxes or meter box lids, conduit, wire or wire

nuts, or other similar materials (the "Materials") used to complete the meter exchange service. Such products will be subject to the manufacturer(s) product warranty guidelines. All product warranty concerns will be facilitated through Contractor with the appropriate product supplier(s) or manufacturer(s).

- C. Meter Services Warranty excludes defects resulting from tampering, vandalism, negligence, "Acts-of-God". Contractor does not warrant service line damage(s) resulting from non-approved materials currently installed; utility service or service line(s) non-compliant with current industry regulations or codes; damage(s) due to age or instability of galvanized lines; hot sockets, overcurrent or electrical arching. The City further acknowledges Contractor is unable to reasonably determine pre-existing conditions, including but not limited to pipe condition, debris or hard water buildup in plumbing lines, unstable or faulty plumbing connections or plumbing fixtures, or water pressure, etc. Due to the unknown condition(s), Contractor does not warrant against preexisting or uncontrollable damage(s) or defect(s) to water, electrical and/or gas household fixtures including but not limited to water heaters, water softening or filtration systems, Sloan valves, appliances, water pressure, electronics, or any other related appurtenances which rely on the utility services provided by the City.
- D. Contractor reserves the right to inspect the project worksite prior to performing any work to determine the best course of action to correct the warranty concern. If such inspection is not indicative of Contractor's faulty workmanship, Contractor, in its sole discretion, may invoice the City for any time and expense incurred to inspect the worksite. Contractor will not be held responsible for any unauthorized work performed by the City, the City's resident or business customer, or any third-party repair company.

9.6. LIMITATIONS AND DISCLAIMERS OF LIABILITY. DISCLAIMER OF CERTAIN DAMAGES. IN NO EVENT SHALL ANY PARTY HAVE ANY LIABILITY TO THE 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.

## 10. Ownership

Contractor shall have title to and bear the risk of any loss or damage to the Deliverable until the Deliverable is delivered and accepted within 5 days of delivery by City in conformity with this Agreement. If no notice of loss or damage is provided by the City within 5 days of delivery, Contractor may assume the City has accepted the Deliverable. Upon delivery and acceptance, Deliverable delivered by Contractor shall become the exclusive property of City. The ownership rights described herein shall include, but not be limited to, the right to copy, publish, display, transfer, or otherwise use the Deliverable. All artwork, patterns, dies, models, samples, materials, drawings, specifications, technical material, advertising material and any other personal property furnished by City to Contractor, or specifically paid for by City for use in performance of the Agreement, shall be and remain the property of City and said property shall be used only for Deliverables benefiting City. Contractor shall return to City or shall dispose of this property only according to City's instruction.

## 11. Applicable Laws

Under guidelines specified in 29 CFR 1910.1200 (f) and (g) City requests that Contractor label applicable Deliverables accordingly and provide associated Safety Data Sheets (“SDS”) to City.

Deliverables must conform with all applicable federal, state, and local laws. Such conformity includes compliance with federal sanctions, and Contractor certifies that it has not and will not engage in prohibited transactions with sanctioned persons or entities.

## **12. Prevailing Wage**

It shall be the responsibility of the Contractor to comply, when applicable, with the prevailing wage rates in accordance with the State of California Department of Industrial Relations. It shall further be the responsibility of the Contractor to monitor the prevailing wage rates as established by the California Department of Industrial Relations for any increase in rates during the term of this Agreement and adjust wage rates accordingly.

CONTRACTOR REGISTRATION REQUIREMENTS- Pursuant to Labor Code Section 1771.1(a): A Contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5. It is not a violation of this section for an unregistered Contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the Contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.

No contractor or subcontractor may be listed on a bid proposal for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].

No contractor or subcontractor may be awarded a contract for public work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code Section 1725.5. Department of Industrial Relations- Contractor Registration information and web link: <https://www.dir.ca.gov/public-works/publicworks.html>. In compliance with Senate Bill 854 and the California Labor Code, all Bidders shall include with their Bid proof of registration from the Department of Industrial Relations (DIR) that includes the contractor’s Legal Name, Registration Number, License Type/Number, Registration Date and Expiration Date, for every contractor and subcontractor, regardless of tier.

This project may be subject to compliance monitoring and enforcement by the Department of Industrial Relations. Contractors must submit their certified payroll records directly to the Division of Labor Standards Enforcement Compliance Monitoring Unit, as well as the City of Stockton.

## **13. Shipping Terms**

City shipment terms are F.O.B. Destination, Freight Prepaid and Added unless otherwise specified in the Agreement. Contractor shall observe shipping instructions and, unless otherwise stated in the instructions, shall ship Deliverables in the safest and most economical manner necessary to meet the delivery date specified in the Agreement. Contractor shall provide an itemized packing list showing the Agreement number with the shipment. Contractor shall label all individual boxes with stock number and quantity and items with different stock numbers shall be boxed separately. City reserves the right to refuse, at Contractor’s expense, any shipments not containing the Agreement number or stock numbers as required under this section.

## **14. Deliveries**

TIME IS OF THE ESSENCE IN THE PERFORMANCE OF ANY ORDER. If Deliverable is not provided or performed within the times specified in the Agreement, City may invoke a dispute resolution claim in accordance with Section 12 of Exhibit C. If Contractor is unable to resolve the delay timely, the City may terminate the Agreement, in part or in whole, for its convenience in accordance with Section 11 of the Agreement.

**15. Price and Quantities**

Prices and quantities set forth in this Agreement may not be altered by Contractor without the prior written authorization of City, with the exception that quantities of custom paper or printed Deliverables, chemicals, or fuel may deviate from those in the Agreement by the lesser of standard industry practices.

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**EXHIBIT E**  
**COMPENSATION SCHEDULE**

The Contractor shall be compensated for the services identified in Exhibit A, Exhibit C, and Exhibit D to this Agreement as follows:

**1. Project Price**

1.1. The maximum the Contractor shall be paid on this Agreement is \$17,050,251.74 (hereafter the “not to exceed” amount). The “not to exceed” amount includes all payments to be made pursuant to this Agreement, including City approved reimbursable expenses, if any, and in accordance with the Payment Schedule defined hereunder. Nothing in this Agreement requires the City to pay for work that does not meet the Standard of Performance identified in Exhibit D section 4 or other requirements of this Agreement.

1.2. Standard Reimbursable Items: Only the reimbursable items identified in Exhibit A, C, and D (Compensation), shall be compensated to the Contractor. Reimbursable expenses, incurred by Contractor’s vendors for travel and expenses for services requested by the City and not included within Contractor’s scope of work will be reimbursed at cost plus ten percent (10%). Fees plus reimbursable expenses shall not exceed the amount set forth in section 1.1 of this Exhibit and a copy of the original invoice for the items listed in i, ii or iii below shall be attached to the invoice submitted to the City for reimbursement. Payments shall be based upon work documents submitted by the Contractor to the City and accepted by the City as being satisfactory to City’s needs. Contractor shall be reimbursed the direct expenses, which are the actual cost of the following items that are reasonable, necessary and actually incurred, by the Contractor in connection with the services:

- i. Expenses, fees or charges for printing, reproduction or binding of documents at actual costs plus ten percent (10%).
- ii. Any filing fees, permit fees, or other fees paid or advanced by the Contractor at actual costs plus ten percent (10%).
- iii. Travel expenses shall be reimbursed at actual costs plus ten percent (10%).

1.3. The Contractor shall be entitled to receive payments for its work performed pursuant to the Agreement. The City will pay Contractor based on invoices for acceptable work performed and approved until the “not to exceed” amount is reached unless there is a material change to the Statement of Work and Scope by a written Amendment.

1.4. If work is completed before the “not to exceed” amount is reached, the Contractor’s compensation will be based on the Contractor’s invoices previously submitted for acceptable work performed and approved.

**2. Task Price**. Below is the price for the services and reimbursable expenses as described in Exhibit A and Attachment A of Exhibit E in this Agreement. See Attachment A for detailed price listing.

| <b>Task</b> | <b>Description</b>   | <b>Task Price</b>      |
|-------------|----------------------|------------------------|
| 1           | Meter Implementation | \$17,220,369.72        |
|             |                      |                        |
|             | <b>TOTAL PRICE</b>   | <b>\$17,220,369.72</b> |

**3. Invoice to Address.** Each invoice submitted shall identify the specific task(s) listed in Exhibit A and this Exhibit, and the completed work product/deliverable for the agreed upon price listed in this Exhibit. Invoices are to be submitted electronically to the City's Vendor Self Service portal at <http://ww1.stocktonca.gov>. Billing questions may be emailed directly to [mudfinance@stocktonca.gov](mailto:mudfinance@stocktonca.gov).

A copy of the Invoices may also be mailed to:  
Delta Water Treatment Plant - MUD  
Attention: MUD Finance  
11373 Lower Sacramento Rd  
Lodi, CA 95242

**4. Payment Schedule.**

- 1.1. Contractor will submit monthly invoices to the City for work completed in the antecedent month and in accordance with the payment schedule hereunder and the payment terms of the Agreement. All quantities and amounts will be commensurate with the project pricing herein Exhibit E, subject to additions or deductions made by authorized change order in accordance with the Agreement.
- 1.2. Materials and Hardware. Contractor will furnish the materials outlined within Exhibit E. Materials shall be considered all physical products including but not limited to infrastructure and ancillary communication devices, base stations, drive-by software, meters, radios, parts, fittings, etc. as manufactured by Sensus or other third-party suppliers. Materials will be invoiced to the City when shipped from Contractor, Sensus, or Contractor's third-party suppliers to the staging site.
- 1.3. Network Deployment Services. Network Deployment Services shall be considered as "one-time" fees attributable to the tasks necessary to install, setup, and configure the AMI infrastructure, software, and head end environment; Peak Workflow Work Order Management System ("WOMS") setup and configuration, standard or custom integration(s), and training. Network Deployment Services shall become due upon completion of each respective task. Contractor will invoice to the City on a monthly basis for the services completed within the antecedent month.
  - A. Contractor will invoice Basestation Installation services to the City upon successful installation of a Basestation at each of the designated locations.
  - B. Sensus setup, integration and configuration one-time fees associated with implementing network, including but not limited to the Regional Network Interface ("RNI"); Sensus Analytics and modules; Sensus standard integration(s); and training fees shall be invoiced by Contractor to the City upon completion of each task respectively.
  - C. The WOMS will be invoiced upon completion of the setup and configuration.
- 1.4. Professional Services
  - A. Contractor will invoice project management fees on a monthly basis assigned to the project at the rates identified within Exhibit A.
  - B. Project management fees are based upon estimated deployment timelines demonstrated within the project schedule. The monthly fees for personnel may be reasonably adjusted as necessary through the duration of the project to

accommodate for a reduction or extension in the project schedule and in accordance with a duly executed Change Order between the Parties.

- C. Operational services are considered as the ongoing fees for services such as rentals, leases maintained through the duration of the project. On-going operational services will be invoiced to the City on a monthly basis through the duration of the project or other duration(s) where reasonably applicable for the services rendered.

#### 1.5. Recurring Annual Fees

- A. Sensus SaaS Services include the annual hosted fees for the Sensus RNI head-end environment and Sensus Analytics software (including all applicable add-on integrations and modules). Sensus SaaS fees (year one) will become due at “go-live”. Subsequent years will be invoiced annually on the anniversary date of go-live. The SaaS term shall extend for five (5) calendar years.
- B. Sensus Basestation Protection Plan (if purchased) shall be invoiced on the delivery of the base station(s) to the project site and renew annually on the anniversary of the base station ship date each year thereafter.
- C. Contractor Value Added Reseller (“VAR”) support shall become due on the date of base station delivery to the project site and renew annually on the anniversary of the base station ship date each year thereafter.

#### 1.6. Meter Exchange Services

- A. Mobilization shall be considered as the initial “one-time” fee to deploy field crews and equipment to the project site. Mobilization will become due no less than thirty (30) days prior to the commencement of the meter deployment phase.
- B. Meter exchange work will be invoiced to the City on a monthly basis for the work completed in the antecedent month.
- C. Supplemental work (or incidental work) shall be considered as the ancillary or supplemental tasks necessary to facilitate a complete meter exchange. The City shall preauthorize and budget for all supplemental work to be performed at the time of meter exchange. Any supplemental work required to perform a meter exchange and not preauthorized or budgeted by the City will result in the account being flagged as Return to Utility. Supplemental work will be invoiced to the City monthly and on a consumption basis for the work completed in the antecedent month.

#### 1.7. Miscellaneous

- A. If applicable, Bond fees shall become due by the City at the time of contract execution. Bond premiums may adjust upon project completion depending on final contract value and duration. A final project reconciliation will be reviewed at project completion and any amounts over the planned premium will be invoiced to the City within the final invoice.
- B. If applicable and in the event the City request insurance coverage in excess to Contractor’s standard insurance policy limits, Contractor shall invoice the City for reasonable and applicable costs to obtain such coverage limits. Insurance costs shall become due by the City at the time of contract execution and on the anniversary of the initial invoice each subsequent year such coverage is maintained.

- C. Any other material(s) or service(s) not outlined herein shall be subject to a change order approval duly signed by the parties and will be invoiced as reasonably appropriate for such material or service rendered.

**ATTACHMENT A**



Aqua-Metric Sales Company  
 16914 Alamo Parkway, Bldg. 2 | Selma, TX 78154  
 Phone: (210)967-6300 | Facsimile: (210)967-6305

December 8, 2023

**Client:** City of Stockton, CA  
**Attention:** Office of the City Clerk  
**Address:** 425 North El Dorado Street  
**City, State, Zip:** Stockton, CA 95202  
**Project:** RFP PUR-23-021, Water Meters, Meter Reading Equipment and Software  
**Due Date:** April 27, 2023 at 2:00 PM

| Line No.  | Item   | Quantity | Unit        | Extended     |
|---|--|----------|-------------|--------------|
| <b>Sensus FlexNet AMI System - Year One</b>   |  |          |             |              |
| <b>Network Infrastructure, Setup and Configuration</b>  |  |          |             |              |
|   | M400B2 Basestation   | 4        | \$22,500.00 | \$90,000.00  |
|   | Communication Backhaul   | 4        | \$1,000.00  | \$4,000.00   |
|   | CommandLink II Bluetooth Device  | 5        | \$613.59    | \$3,067.95   |
|   | M400B2 Basestation Installation at Well 3R   | 1        | \$53,050.00 | \$53,050.00  |
|   | M400B2 Basestation Installation at Wesin Ranch   | 1        | \$51,562.50 | \$51,562.50  |
|   | M400B2 Basestation Installation at NW Reservoir and 14 Mile Reservoir  | 2        | \$60,525.00 | \$121,050.00 |
|   | M400B2 Basestation Certification   | 4        | \$1,750.00  | \$7,000.00   |
| <b>Water Metering Product, Estimated Quantities</b>   |  |          |             |              |
|   | 3/4" Long SR11 TR/PL Meter   | 842      | \$129.61    | \$109,131.62 |
|   | 1" SR11 TR/PL Meter  | 841      | \$217.44    | \$182,867.04 |
|   | 1 1/2" OMNI R2 TR/PL Meter   | 110      | \$504.34    | \$55,477.40  |
|   | 2" OMNI R2 TR/PL Meter   | 265      | \$707.64    | \$187,524.60 |
|   | 3" OMNI C2 Compound TR/PL Meter  | 94       | \$1,678.83  | \$157,810.02 |
|   | 4" OMNI C2 Compound TR/PL Meter  | 72       | \$2,915.88  | \$209,943.36 |
|   | 6" OMNI C2 Compound TR/PL Meter  | 26       | \$5,036.49  | \$130,948.74 |
|   | 8" OMNI C2 Compound TR/PL Meter  | 5        | \$8,136.06  | \$40,680.30  |
|   | 10" OMNI C2 Compound TR/PL Meter   | 2        | \$10,498.13 | \$20,996.26  |
|   | 12" Hydroverse Meter with Standard Configuration   | 2        | \$10,745.79 | \$21,491.58  |
|   | - Remote 16' Potted Cable; Battery Power Supply; +/- 0.4% Accuracy; Pulse and Sensus 3-Wire                              |          |             |              |
|   | 520M Single Port SmartPoint Radio Transmitters for New Meters  | 2,257    | \$100.00    | \$225,700.00 |
|   | 520M Single Port SmartPoint Radio Transmitters for Existing Meters to Retrofit   | 6,208    | \$100.00    | \$620,800.00 |
|   | 520M Single Port SmartPoint Radio Transmitters, Wired Unit for 12" Hydroverse Meters                                     | 2        | \$105.33    | \$210.66     |
|   | Alternate: 520M Dual Port SmartPoint Radio Transmitters  |          | \$133.01    |              |
| <b>FlexNet AMI Software Setup and Configuration</b>   |  |          |             |              |
|   | RNI SaaS Setup   | 1        | \$24,205.00 | \$24,205.00  |
|   | RNI Core Education, Performed by Aqua-Metric   | 1        | \$5,000.00  | \$5,000.00   |
|   | Sensus Analytics System Setup  | 1        | \$25,000.00 | \$25,000.00  |
|   | Sensus Analytics Basic Integration   | 1        | \$5,000.00  | \$5,000.00   |
|   | Sensus Analytics Training, Performed by Aqua-Metric  | 1        | \$5,000.00  | \$5,000.00   |
|   | Professional Services Data Import Fee  | 1        | \$18,750.00 | \$18,750.00  |
|   | - Quoted as per RFP Section 2.2; Subsection C.3, "System Shall Support Migration of 12 Months of Historical Meter Data". |          |             |              |
|   | Network Implementation, Monthly Fee  | 3        | \$10,000.00 | \$30,000.00  |
| <b>Recurring Annual Fees: SaaS Software Hosting and Support - Year One Total Based on 8,467 Endpoints</b> |  |          |             |              |
|   | Annual Hosted RNI Software-as-a-Service, Water Only  | 1        | \$16,393.75 | \$16,393.75  |
|   | Annual Sensus Analytics Enhanced, Water Only   | 1        | \$13,401.25 | \$13,401.25  |
|   | Annual Sensus Analytics Text Messaging Fee (Optional)  | 1        | \$1,270.00  | \$1,270.00   |
|   | Annual M400 Basestation Extended Warranty  | 4        | \$1,963.59  | \$7,854.36   |
|   | Annual Aqua-Metric Support   | 1        | \$15,000.00 | \$15,000.00  |
| <b>Product Installation Services, Estimated Quantities</b>  |  |          |             |              |
|   | Field Deployment Management, Monthly Fee   | 12       | \$10,670.73 | \$128,048.76 |
|   | Mobilization Fee   | 1        | \$42,682.93 | \$42,682.93  |
|   | Work-Order Management Software Programming and Setup Fee   | 1        | \$9,146.34  | \$9,146.34   |
|   | Work-Order Management Software Integration Fee   | 1        | \$9,146.34  | \$9,146.34   |
|   | Work-Order Management Software Implementation Fee  | 8,467    | \$2.01      | \$17,018.67  |
|   | Product Storage: 20-Foot Storage Container Pickup and Delivery, Price per Container                                      | 4        | \$375.00    | \$1,500.00   |
|   | Product Storage: 20-Foot Storage Container, Monthly Rental Fee for (4) Units   | 12       | \$450.00    | \$5,400.00   |
|   | 3/4" Water Meter Exchange with SmartPoint Installation and Activation  | 842      | \$97.50     | \$82,095.00  |
|   | 1" Water Meter Exchange with SmartPoint Installation and Activation  | 841      | \$97.50     | \$81,997.50  |
|   | 1 1/2" Water Meter Exchange with SmartPoint Installation and Activation  | 110      | \$420.73    | \$46,280.30  |
|   | 2" Water Meter Exchange with SmartPoint Installation and Activation  | 265      | \$420.73    | \$111,493.45 |
|   | 3" Water Meter Exchange with SmartPoint Installation and Activation  | 94       | \$1,128.05  | \$106,036.70 |
|   | 4" Water Meter Exchange with SmartPoint Installation and Activation  | 72       | \$1,554.88  | \$111,951.36 |
|   | 6" Water Meter Exchange with SmartPoint Installation and Activation  | 26       | \$4,390.24  | \$114,146.24 |
|   | 8" Water Meter Exchange with SmartPoint Installation and Activation  | 5        | \$5,182.93  | \$25,914.65  |
|   | 10" Water Meter Exchange with SmartPoint Installation and Activation   | 2        | \$6,097.56  | \$12,195.12  |
|   | 12" Water Meter Exchange with SmartPoint Installation and Activation   | 2        | \$6,707.32  | \$13,414.64  |
|   | SmartPoint Installation and Activation Only for 5/8" - 1" Water Meter  | 6,177    | \$40.18     | \$248,191.86 |
|   | SmartPoint Installation and Activation Only for 1 1/2" - 2" Water Meter  | 9        | \$76.22     | \$685.98     |
|   | SmartPoint Installation and Activation Only for 3" - 12" Water Meter   | 22       | \$100.61    | \$2,213.42   |



**Aqua-Metric Sales Company**  
 16914 Alamo Parkway, Bldg. 2 | Selma, TX 78154  
 Phone: (210) 967-6300 | Facsimile: (210) 967-6305

December 8, 2023

**Client:** City of Stockton, CA  
**Attention:** Office of the City Clerk  
**Address:** 425 North El Dorado Street  
**City, State, Zip:** Stockton, CA 95202  
**Project:** RFP PUR-23-021, Water Meters, Meter Reading Equipment and Software  
**Due Date:** April 27, 2023 at 2:00 PM

| Line No. | Item  | Quantity | Unit                   | Extended              |
|----------|---|----------|------------------------|-----------------------|
|          | Add-On: Lid Modification: Drill Hole in Metal Meter Box Lid   | 2,259    | \$24.39                | \$55,097.01           |
|          | Service Line Inventory Survey, Price Each   | 240      | \$30.49                | \$7,317.60            |
|          | Highly Recommended Meter Survey, Price per Meter  |          | \$24.39                |                       |
|          | Installation Incidental: Pre-Installation Notification Postcard, Price per Postcard                                       |          | \$1.50                 |                       |
|          | Installation Incidental: Lid Modification - Drill Hole in Plastic Meter Box Lid   |          | \$4.88                 |                       |
|          | Installation Incidental: Residential (5/8" - 1") Water Meter Box Adjustment, Removal, or Replacement, in Dirt, Labor Only |          | \$237.80               |                       |
|          | Installation Incidental: 1 1/2" - 2" Water Meter Box Adjustment, Removal, or Replacement, in Dirt, Labor Only             |          | \$359.76               |                       |
|          | Installation Incidental: Curb Stop Replacement, Labor Only  |          | \$182.93               |                       |
|          | Installation Incidental: Meter Tail Replacement, Labor Only   |          | \$30.49                |                       |
|          | Installation Incidental: Meter Box Lid Replacement, Labor Only  |          | \$14.63                |                       |
|          | Installation Incidental: Replacement of Removal of Busing Adapter (5/8" - 1"), Labor Only                                 |          | \$15.24                |                       |
|          | Installation Incidental: Backyard Installation, Add-On Fee  |          | \$60.98                |                       |
|          | Installation Incidental: Site Visit Fee   |          | \$182.93               |                       |
|          | Installation Incidental: Special Job Hourly Rate, Price per Technician per Hour   |          | \$274.39               |                       |
|          | Installation Incidental: Daily Rate, Price per Technician per Day.  |          | \$1,463.41             |                       |
|          |   |          | Year One Subtotal:     | \$3,692,160.26        |
|          |   |          | Estimated Sales Tax:   | \$185,458.46          |
|          |   |          | <b>Year One Total:</b> | <b>\$3,877,618.72</b> |

**Sensus FlexNet AMI System - Year Two**

| Recurring Annual Fees: SaaS Software Hosting and Support - Year Two Total Based on 16,934 Endpoints |  |       |                        |                       |
|---|--|-------|------------------------|-----------------------|
|   | Annual Hosted RNI Software-as-a-Service, Water Only                            | 1     | \$28,593.75            | \$28,593.75           |
|   | Annual Sensus Analytics Enhanced, Water Only                                   | 1     | \$23,246.25            | \$23,246.25           |
|   | Annual Sensus Analytics Text Messaging Fee (Optional)                          | 1     | \$2,616.25             | \$2,616.25            |
|   | Annual M400 Basestation Extended Warranty                                      | 4     | \$2,022.50             | \$8,090.00            |
|   | Annual Aqua-Metric Support   | 1     | \$15,450.00            | \$15,450.00           |
| Water Metering Product, Estimated Quantities  |  |       |                        |                       |
|   | 3/4" Long SR11 TR/PL Meter   | 870   | \$136.09               | \$118,398.30          |
|   | 1" SR11 TR/PL Meter  | 869   | \$228.31               | \$198,401.39          |
|   | 1 1/2" OMNI R2 TR/PL Meter   | 110   | \$529.55               | \$58,250.50           |
|   | 2" OMNI R2 TR/PL Meter   | 265   | \$743.03               | \$196,902.95          |
|   | 520M Single Port SmartPoint Radio Transmitters for New Meters                  | 2,114 | \$105.00               | \$221,970.00          |
|   | 520M Single Port SmartPoint Radio Transmitters for Existing Meters to Retrofit | 6,353 | \$105.00               | \$667,065.00          |
|   | 520M Dual Port SmartPoint Radio Transmitters                                   |       | \$139.66               |                       |
| Product Installation Services, Estimated Quantities   |  |       |                        |                       |
|   | Field Deployment Management, Monthly Fee                                       | 12    | \$10,670.73            | \$128,048.76          |
|   | Work-Order Management Software Implementation Fee                              | 8,467 | \$2.01                 | \$17,018.67           |
|   | Product Storage: 20-Foot Storage Container, Monthly Rental Fee for (3) Units   | 12    | \$375.00               | \$4,500.00            |
|   | 3/4" Water Meter Exchange with SmartPoint Installation and Activation          | 870   | \$101.40               | \$88,218.00           |
|   | 1" Water Meter Exchange with SmartPoint Installation and Activation            | 869   | \$101.40               | \$88,116.60           |
|   | 1 1/2" Water Meter Exchange with SmartPoint Installation and Activation        | 110   | \$437.80               | \$48,158.00           |
|   | 2" Water Meter Exchange with SmartPoint Installation and Activation            | 265   | \$437.80               | \$116,017.00          |
|   | SmartPoint Installation and Activation Only for 5/8" - 1" Water Meter          | 6,344 | \$41.79                | \$265,115.76          |
|   | SmartPoint Installation and Activation Only for 1 1/2" - 2" Water Meter        | 9     | \$79.27                | \$713.43              |
|   | Add-On: Lid Modification: Drill Hole in Metal Meter Box Lid                    | 2,114 | \$25.37                | \$53,632.18           |
|   |  |       | Year Two Subtotal:     | \$2,348,522.79        |
|   |  |       | Estimated Sales Tax:   | \$131,488.95          |
|   |  |       | <b>Year Two Total:</b> | <b>\$2,480,011.74</b> |

**Sensus FlexNet AMI System - Year Three**

| Recurring Annual Fees: SaaS Software Hosting and Support - Year Two Total Based on 25,401 Endpoints |   |     |             |              |
|---|---|-----|-------------|--------------|
|   | Annual Hosted RNI Software-as-a-Service, Water Only   | 1   | \$37,942.50 | \$37,942.50  |
|   | Annual Sensus Analytics Enhanced, Water Only          | 1   | \$32,835.00 | \$32,835.00  |
|   | Annual Sensus Analytics Text Messaging Fee (Optional) | 1   | \$4,042.50  | \$4,042.50   |
|   | Annual M400 Basestation Extended Warranty             | 4   | \$2,083.18  | \$8,332.72   |
|   | Annual Aqua-Metric Support                            | 1   | \$15,913.50 | \$15,913.50  |
| Water Metering Product, Estimated Quantities  |   |     |             |              |
|   | 3/4" Long SR11 TR/PL Meter                            | 874 | \$142.89    | \$124,885.86 |
|   | 1" SR11 TR/PL Meter                                   | 873 | \$239.73    | \$209,284.29 |



**Aqua-Metric Sales Company**  
 16914 Alamo Parkway, Bldg. 2 | Selma, TX 78154  
 Phone: (210)967-6300 | Facsimile: (210)967-6305

December 8, 2023

**Client:** City of Stockton, CA  
**Attention:** Office of the City Clerk  
**Address:** 425 North El Dorado Street  
**City, State, Zip:** Stockton, CA 95202  
**Project:** RFP PUR-23-021, Water Meters, Meter Reading Equipment and Software  
**Due Date:** April 27, 2023 at 2:00 PM

| Line No.   | Item   | Quantity | Unit                     | Extended              |
|--|--|----------|--------------------------|-----------------------|
|  | 1 1/2" OMNI R2 TR/PL Meter   | 109      | \$556.04                 | \$60,608.36           |
|  | 2" OMNI R2 TR/PL Meter   | 264      | \$780.18                 | \$205,967.52          |
|  | 520M Single Port SmartPoint Radio Transmitters for New Meters                  | 2,120    | \$113.01                 | \$239,581.20          |
|  | 520M Single Port SmartPoint Radio Transmitters for Existing Meters to Retrofit | 6,347    | \$113.01                 | \$717,274.47          |
|  | 520M Dual Port SmartPoint Radio Transmitters                                   |          | \$150.31                 |                       |
| <b>Product Installation Services, Estimated Quantities</b>   |  |          |                          |                       |
|  | Field Deployment Management, Monthly Fee                                       | 12       | \$10,670.73              | \$128,048.76          |
|  | Work-Order Management Software Implementation Fee                              | 8,467    | \$2.01                   | \$17,018.67           |
|  | Product Storage: 20-Foot Storage Container, Monthly Rental Fee for (3) Units   | 12       | \$416.66                 | \$4,999.92            |
|  | 3/4" Water Meter Exchange with SmartPoint Installation and Activation          | 874      | \$105.46                 | \$92,172.04           |
|  | 1" Water Meter Exchange with SmartPoint Installation and Activation            | 873      | \$105.46                 | \$92,066.58           |
|  | 1 1/2" Water Meter Exchange with SmartPoint Installation and Activation        | 109      | \$454.88                 | \$49,581.92           |
|  | 2" Water Meter Exchange with SmartPoint Installation and Activation            | 264      | \$454.88                 | \$120,088.32          |
|  | SmartPoint Installation and Activation Only for 5/8" - 1" Water Meter          | 6,339    | \$43.46                  | \$275,492.94          |
|  | SmartPoint Installation and Activation Only for 1 1/2" - 2" Water Meter        | 8        | \$82.44                  | \$659.52              |
|  | Add-On: Lid Modification: Drill Hole in Metal Meter Box Lid                    | 2,120    | \$26.38                  | \$55,925.60           |
|  |  |          | Year Three Subtotal:     | \$2,492,722.19        |
|  |  |          | Estimated Sales Tax:     | \$140,184.16          |
|  |  |          | <b>Year Three Total:</b> | <b>\$2,632,906.35</b> |
| <b>Sensus FlexNet AMI System - Year Four</b>   |  |          |                          |                       |
| <b>Recurring Annual Fees: SaaS Software Hosting and Support - Year Two Total Based on 33,868 Endpoints</b> |  |          |                          |                       |
|  | Annual Hosted RNI Software-as-a-Service, Water Only                            | 1        | \$49,642.50              | \$49,642.50           |
|  | Annual Sensus Analytics Enhanced, Water Only                                   | 1        | \$42,348.75              | \$42,348.75           |
|  | Annual Sensus Analytics Text Messaging Fee (Optional)                          | 1        | \$5,551.25               | \$5,551.25            |
|  | Annual M400 Basestation Extended Warranty                                      | 4        | \$2,145.68               | \$8,582.72            |
|  | Annual Aqua-Metric Support   | 1        | \$16,390.90              | \$16,390.90           |
| <b>Water Metering Product, Estimated Quantities</b>  |  |          |                          |                       |
|  | 3/4" Long SR11 TR/PL Meter   | 866      | \$150.04                 | \$129,934.64          |
|  | 1" SR11 TR/PL Meter  | 866      | \$251.70                 | \$217,972.20          |
|  | 1 1/2" OMNI R2 TR/PL Meter   | 109      | \$583.84                 | \$63,638.56           |
|  | 2" OMNI R2 TR/PL Meter   | 264      | \$819.19                 | \$216,266.16          |
|  | 520M Single Port SmartPoint Radio Transmitters for New Meters                  | 2,105    | \$115.77                 | \$243,695.85          |
|  | 520M Single Port SmartPoint Radio Transmitters for Existing Meters to Retrofit | 6,362    | \$115.77                 | \$736,528.74          |
|  | 520M Dual Port SmartPoint Radio Transmitters                                   |          | \$153.98                 |                       |
| <b>Product Installation Services, Estimated Quantities</b>   |  |          |                          |                       |
|  | Field Deployment Management, Monthly Fee                                       | 12       | \$10,670.73              | \$128,048.76          |
|  | Work-Order Management Software Implementation Fee                              | 8,467    | \$2.01                   | \$17,018.67           |
|  | Product Storage: 20-Foot Storage Container, Monthly Rental Fee for (3) Units   | 12       | \$462.96                 | \$5,555.52            |
|  | 3/4" Water Meter Exchange with SmartPoint Installation and Activation          | 866      | \$109.68                 | \$94,982.88           |
|  | 1" Water Meter Exchange with SmartPoint Installation and Activation            | 866      | \$109.68                 | \$94,982.88           |
|  | 1 1/2" Water Meter Exchange with SmartPoint Installation and Activation        | 109      | \$473.17                 | \$51,575.53           |
|  | 2" Water Meter Exchange with SmartPoint Installation and Activation            | 264      | \$473.17                 | \$124,916.88          |
|  | SmartPoint Installation and Activation Only for 5/8" - 1" Water Meter          | 6,354    | \$45.21                  | \$287,264.34          |
|  | SmartPoint Installation and Activation Only for 1 1/2" - 2" Water Meter        | 8        | \$85.73                  | \$685.84              |
|  | Add-On: Lid Modification: Drill Hole in Metal Meter Box Lid                    | 2,105    | \$27.44                  | \$57,761.20           |
|  |  |          | Year Four Subtotal:      | \$2,593,344.77        |
|  |  |          | Estimated Sales Tax:     | \$144,723.26          |
|  |  |          | <b>Year Four Total:</b>  | <b>\$2,738,068.03</b> |
| <b>Sensus FlexNet AMI System - Year Five</b>   |  |          |                          |                       |
| <b>Recurring Annual Fees: SaaS Software Hosting and Support - Year Two Total Based on 42,335 Endpoints</b> |  |          |                          |                       |
|  | Annual Hosted RNI Software-as-a-Service, Water Only                            | 1        | \$61,847.50              | \$61,847.50           |
|  | Annual Sensus Analytics Enhanced, Water Only                                   | 1        | \$52,931.25              | \$52,931.25           |
|  | Annual Sensus Analytics Text Messaging Fee (Optional)                          | 1        | \$7,147.50               | \$7,147.50            |
|  | Annual M400 Basestation Extended Warranty                                      | 4        | \$2,210.05               | \$8,840.20            |
|  | Annual Aqua-Metric Support   | 1        | \$16,882.62              | \$16,882.62           |
| <b>Water Metering Product, Estimated Quantities</b>  |  |          |                          |                       |
|  | 3/4" Long SR11 TR/PL Meter   | 871      | \$157.53                 | \$137,208.63          |
|  | 1" SR11 TR/PL Meter  | 871      | \$264.29                 | \$230,196.59          |
|  | 1 1/2" OMNI R2 TR/PL Meter   | 109      | \$613.03                 | \$66,820.27           |
|  | 2" OMNI R2 TR/PL Meter   | 264      | \$860.14                 | \$227,076.96          |





EXHIBIT 1

Aqua-Metric Sales Company  
 16914 Alamo Parkway, Bldg. 2 | Selma, TX 78154  
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December 8, 2023

**Client:** City of Stockton, CA  
**Attention:** Office of the City Clerk  
**Address:** 425 North El Dorado Street  
**City, State, Zip:** Stockton, CA 95202  
**Project:** RFP PUR-23-021, Water Meters, Meter Reading Equipment and Software  
**Due Date:** April 27, 2023 at 2:00 PM

| Line No.   | Item   | Quantity | Unit                    | Extended              |
|--|--|----------|-------------------------|-----------------------|
|  | 520M Single Port SmartPoint Radio Transmitters for New Meters                  | 2,115    | \$121.55                | \$257,078.25          |
|  | 520M Single Port SmartPoint Radio Transmitters for Existing Meters to Retrofit | 6,352    | \$121.55                | \$772,085.60          |
|  | 520M Dual Port SmartPoint Radio Transmitters                                   |          | \$161.67                |                       |
| <b>Product Installation Services, Estimated Quantities</b>   |  |          |                         |                       |
|  | Field Deployment Management, Monthly Fee                                       | 12       | \$10,670.73             | \$128,048.76          |
|  | Work-Order Management Software Implementation Fee                              | 8,467    | \$2.01                  | \$17,018.67           |
|  | Product Storage: 20-Foot Storage Container, Monthly Rental Fee for (3) Units   | 12       | \$514.40                | \$6,172.80            |
|  | 3/4" Water Meter Exchange with SmartPoint Installation and Activation          | 871      | \$114.07                | \$99,354.97           |
|  | 1" Water Meter Exchange with SmartPoint Installation and Activation            | 871      | \$114.07                | \$99,354.97           |
|  | 1 1/2" Water Meter Exchange with SmartPoint Installation and Activation        | 109      | \$491.46                | \$53,569.14           |
|  | 2" Water Meter Exchange with SmartPoint Installation and Activation            | 264      | \$491.46                | \$129,745.44          |
|  | SmartPoint Installation and Activation Only for 5/8" - 1" Water Meter          | 6,344    | \$47.01                 | \$298,231.44          |
|  | SmartPoint Installation and Activation Only for 1 1/2" - 2" Water Meter        | 8        | \$89.16                 | \$713.28              |
|  | Add-On: Lid Modification: Drill Hole in Metal Meter Box Lid                    | 2,115    | \$28.54                 | \$60,362.10           |
|  |  |          | Year Five Subtotal:     | \$2,730,686.94        |
|  |  |          | Estimated Sales Tax:    | \$152,141.96          |
|  |  |          | <b>Year Five Total:</b> | <b>\$2,882,828.90</b> |
| <b>Sensus FlexNet AMI System - Year Six</b>  |  |          |                         |                       |
| <b>Recurring Annual Fees: SaaS Software Hosting and Support - Year Two Total Based on 50,620 Endpoints</b> |  |          |                         |                       |
|  | Annual Hosted RNI Software-as-a-Service, Water Only                            | 1        | \$71,005.63             | \$71,005.63           |
|  | Annual Sensus Analytics Enhanced, Water Only                                   | 1        | \$63,310.24             | \$63,310.24           |
|  | Annual Sensus Analytics Text Messaging Fee (Optional)                          | 1        | \$8,802.64              | \$8,802.64            |
|  | Annual M400 Basestation Extended Warranty                                      | 4        | \$2,276.35              | \$9,105.40            |
|  | Annual Aqua-Metric Support   | 1        | \$17,389.10             | \$17,389.10           |
| <b>Water Metering Product, Estimated Quantities</b>  |  |          |                         |                       |
|  | 3/4" Long SR11 TR/PL Meter   | 880      | \$165.41                | \$145,560.80          |
|  | 1" SR11 TR/PL Meter  | 880      | \$277.51                | \$244,208.80          |
|  | 1 1/2" OMNI R2 TR/PL Meter   | 109      | \$643.68                | \$70,161.12           |
|  | 520M Single Port SmartPoint Radio Transmitters for New Meters                  | 1,869    | \$127.63                | \$238,540.47          |
|  | 520M Single Port SmartPoint Radio Transmitters for Existing Meters to Retrofit | 6,416    | \$127.63                | \$818,874.08          |
|  | 520M Dual Port SmartPoint Radio Transmitters                                   |          | \$169.76                |                       |
| <b>Product Installation Services, Estimated Quantities</b>   |  |          |                         |                       |
|  | Field Deployment Management, Monthly Fee                                       | 12       | \$10,670.73             | \$128,048.76          |
|  | Work-Order Management Software Implementation Fee                              | 8,285    | \$2.01                  | \$16,652.85           |
|  | Product Storage: 20-Foot Storage Container, Monthly Rental Fee for (3) Units   | 12       | \$571.55                | \$6,858.60            |
|  | 3/4" Water Meter Exchange with SmartPoint Installation and Activation          | 880      | \$118.63                | \$104,394.40          |
|  | 1" Water Meter Exchange with SmartPoint Installation and Activation            | 880      | \$118.63                | \$104,394.40          |
|  | 1 1/2" Water Meter Exchange with SmartPoint Installation and Activation        | 109      | \$512.20                | \$55,829.80           |
|  | SmartPoint Installation and Activation Only for 5/8" - 1" Water Meter          | 6,414    | \$48.89                 | \$313,580.46          |
|  | SmartPoint Installation and Activation Only for 1 1/2" - 2" Water Meter        | 2        | \$92.72                 | \$185.44              |
|  | Add-On: Lid Modification: Drill Hole in Metal Meter Box Lid                    | 1,869    | \$29.68                 | \$55,471.92           |
|  |  |          | Year Six Subtotal:      | \$2,472,374.91        |
|  |  |          | Estimated Sales Tax:    | \$136,561.07          |
|  |  |          | <b>Year Six Total:</b>  | <b>\$2,608,935.98</b> |

**Six Year Total: \$17,220,369.72**