

RESOLUTION NO. 2014 - 88

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AUTHORIZING THE COUNTY ADMINISTRATOR, OR HIS DESIGNEE, TO ENTER INTO A CONTRACT WITH SENSUS, INC. FOR THE PURPOSE OF FURNISHING ALL LABOR, MATERIALS, EQUIPMENT AND OTHER ITEMS NECESSARY TO COMPLETE THE PONTE VEDRA UTILITY SYSTEM WATER METER REPLACEMENT AND AUTOMATED METER READING PROJECT

RECITALS

WHEREAS, the County desires to enter into a contract with Sensus, Inc. to provide services for the Ponte Vedra Water Meter Replacement and Automated Meter Reading (AMR) Project; and

WHEREAS, the scope of the project shall generally include furnishing all labor, materials, equipment and other items necessary to complete the project; and

WHEREAS, all existing meters, AMR equipment and the automated infrastructure within the Main service area of the Utility are manufactured by Sensus and continued use of Sensus meters, equipment and infrastructure is imperative to allow for completion of the system, standardization relating to inventory, training, repair and troubleshooting; and

WHEREAS, the existing Meter Data Management (MDM) software and Regional Network Interface (RNI) from the Utility's Main system will be utilized; and

WHEREAS, the project is being funded as part of the approved SRF Drinking Water Loan program through project 4461-56302-6623-56302, Ponte Vedra Meter Change Out; and

WHEREAS, the County has reviewed the terms, provisions, conditions and requirements of the Contract (attached hereto, an incorporated herein) and finds that entering into the Contract serves a public purpose.

NOW, THEREFORE BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, as follows:

Section 1. The above Recitals are incorporated by reference into the body of this Resolution and such Recitals are adopted as findings of fact.

Section 2. The County Administrator, or designee, is authorized to execute the attached Contract with Sensus, Inc. on behalf of the County for the completion of the Ponte Vedra Utility System Water Meter Replacement and Automated Meter Reading Project.

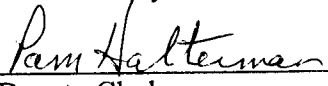
Section 3. To the extent that there are typographical and/or administrative errors that do not change the tone, tenor, or concept of this Resolution, then this Resolution may be revised without subsequent approval by the Board of County Commissioners.

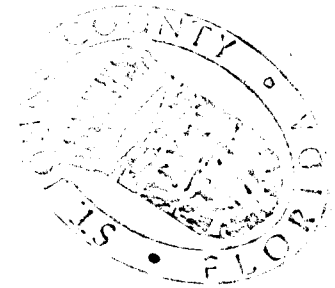
PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida, this 1st day of April, 2014.

**BOARD OF COUNTY COMMISSIONERS
OF ST. JOHNS COUNTY, FLORIDA**

By: 
John H. Morris - Chair

ATTEST: Cheryl Strickland, Clerk

By: 
Deputy Clerk



Advanced Metering Infrastructure (AMI) Agreement

between

St. Johns County, Florida

and

Sensus USA Inc.

Part 1: Notification for Spectrum Manager Lease

In order for Sensus to apply to the FCC on the County's behalf for a spectrum manager lease, the County must complete the information below in boxes one (1) through nine (9) and certify via authorized signature. The County's signature will indicate that the County authorizes Sensus to file the spectrum manager lease notification on FCC Form 608 with the County as spectrum Lessee, as well as ownership disclosure information on FCC Form 602.

County/ Lessee Information

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

Is County/Lessee contact information same as above? Yes No (If No, complete box 2 below)

Additional County/Lessee Contact Information

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

3	If known, County's FCC Registration Number (FRN):
	County Tax ID:

4	County/Lessee is a(n) (Select one): <input type="checkbox"/> Individual <input type="checkbox"/> Unincorporated Association <input type="checkbox"/> Trust <input type="checkbox"/> Government Entity <input type="checkbox"/> Corporation <input type="checkbox"/> Limited Liability Company <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input type="checkbox"/> Limited Liability Partnership <input type="checkbox"/> Consortium <input type="checkbox"/> Other
----------	---

Individual Contact For FCC Matters

5	Please designate one individual (the Director of Public Works or similar person) who is responsible to the FCC for the operation of the FlexNet radio system. This person would need to obtain his or her own personal FRN (FCC Registration Number) by going to the link below and completing the individual FRN registration.
	Name

Title:	
Email:	Phone:
Personal FRN:	
Link for obtaining personal FRN: https://apps.fcc.gov/coresWeb/regEntityType.do	

Ownership Disclosure Information

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

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

7	1) Is the County/Lessee a foreign government or the representative of any foreign government?	<input type="checkbox"/> Yes <input type="checkbox"/> No
----------	---	--

Basic Qualification Information

8	1) Has the County or any party to this application had any FCC station authorization, license, or construction permit revoked or had any application for an initial, modification or renewal of FCC station authorization, license or construction permit denied by the Commission?	<input type="checkbox"/> Yes <input type="checkbox"/> No
	2) Has the County or any party to this filing, or any party directly or indirectly controlling the County or any party to this filing ever been convicted of a felony by any state or federal court?	<input type="checkbox"/> Yes <input type="checkbox"/> No
	3) Has any court finally adjudged the County or any party directly or indirectly controlling the County guilty of unlawfully monopolizing or attempting to unlawfully monopolize radio communication, directly or indirectly, through	<input type="checkbox"/> Yes <input type="checkbox"/> No

control of manufacture or sale of radio apparatus, exclusive traffic arrangement, or any other means or unfair methods of competition?	
--	--

County/Lessee Certification Statements

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

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

Type or Printed Name of Party Authorized to Sign

First Name:	MI:	Last Name:	Suffix:
Title:		County/Lessee Name:	
Signature:			Date:
FAILURE TO SIGN THIS APPLICATION MAY RESULT IN DISMISSAL OF THE APPLICATION AND FORFEITURE OF ANY FEES PAID.			
WILLFUL FALSE STATEMENTS MADE ON THIS FORM OR ANY ATTACHMENTS ARE PUNISHABLE BY FINE AND/OR IMPRISONMENT (U.S. Code, Title 18, Section 1001) AND/OR REVOCATION OF ANY STATION LICENSE OR CONSTRUCTION PERMIT (U.S. Code, Title 47, Section 312(a)(1)) AND/OR FORFEITURE (U.S. Code Title 47, Section 503).			

Part 2: Advanced Metering Infrastructure (AMI) Agreement

THIS AMI AGREEMENT ("Agreement") is made and entered on the ____ day of _____, 2014, by and between the St. Johns County, Florida, a political subdivision of the State of Florida, hereinafter referred to as the "County," and Sensus USA Inc., a Delaware corporation authorized to do business in the State of Florida, hereinafter referred to as "Sensus." Hereinafter the County and Sensus shall be collectively referred to as the "Parties."

NOW, THEREFORE, IN CONSIDERATION of the mutual promises and covenants contained herein, the parties do mutually agree as follows:

1. DEFINITIONS. As used in this Agreement, the following terms shall have the following meanings:

- A. "Affiliate" of a party means any other entity controlling, controlled by, or under common control with such party, where "control" of an entity means the ownership, directly or indirectly, of 50% or more of either; (i) the shares or other equity in such entity; or (ii) the voting rights in such entity.
- B. "AMI System" means the Sensus FlexNet Advanced Metering Infrastructure System comprised of the (1) SmartPoint Modules, (2) RF Field Equipment, (3) Server Hardware, (4) software licenses, (5) FCC licenses, and other equipment provided to the County hereunder. The AMI System only includes the foregoing, as provided by Sensus. The AMI System does not include goods, equipment, software, licenses or rights provided by a third party or parties to this Agreement.
- C. "Available Meter" means an installed Sensus FlexNet meter or a Sensus SmartPoint Module which has been installed on a third party meter, and which, in either case, is not an Unavailable Meter (or on an Unavailable Meter in the case of SmartPoint Modules on third party meters) and which satisfies all of the following criteria: (i) it functions properly, is powered and is not a damaged or failed meter; (ii) it is in a deployment area of meters for the County such that a sufficient number of two-way meters are in range of each other; (iii) it is serviced by a tower FlexNet Base Station or Echo Transceiver or Remote Transceiver that has not been subjected to a power failure greater than eight (8) total hours; (iv) neither it nor the FlexNet Base Station, Echo Transceiver or any other network equipment that serves that meter has been affected by a Force Majeure event; (v) illegal or unauthorized jamming of the radio spectrum is not preventing or interfering with radio communication to or from the meter; (vi) it is installed in the Service Territory; (vii) it has not been reported to the County under Sensus' or the County's preventative maintenance; (viii) its functioning or performance has not been adversely affected by a failure of the County to perform its obligations or tasks for which it is responsible under this Agreement, including, but not limited to, testing and confirming that the socket to which the meter will be/is connected is in safe operating condition, is fully functional, is not corroded, does not contain improperly installed jaws or other deficiencies, complies with ANSI standards, and is not "hot", damaged, or otherwise in need of maintenance or repair; (ix) its functioning or performance has not been adversely affected by a failure or insufficiency of the back haul telecommunications network of the County for communications among the components of the Sensus AMI System; and (x) it has been installed in compliance with the procedures and specifications approved by the County and Sensus.
- D. "Billing Window" for a meter means the four day period commencing one day prior to the

- relevant billing day for such meter and ending on such billing read day. The Billing Window for testing purposes shall be agreed by the County and Sensus.
- E. "CPI" means the percentage change, for the relevant period, of the United States Bureau of Labor Statistics Consumer Price Index for All Urban Consumers (CPI-U) "All Items Less Food and Energy" for the U.S. City Average for All Items, 1982-84 = 100, not seasonally adjusted, or substantially similar succeeding index. Any CPI increases called forth in this Agreement shall be calculated to the third decimal point (e.g. 2.576%).
 - F. "DA Devices" means the remote telemetry modules and remote telemetry units.
 - G. "DA Software" means the Sensus software listed in Exhibit D under the heading "DA Software" and any Patches, Updates, Upgrades that are provided to the County pursuant to the terms of this Agreement ONLY TO THE EXTENT (i) pricing for the DA Software is specifically included in this Agreement or in the Customer-Distributor Arrangement; and (ii) the County is current in its payments for DA Software.
 - H. "Echo Transceiver" means the Sensus standalone, mounted relay device that takes the radio frequency readings from the SmartPoint Modules and relays them by radio frequency to the relevant FlexNet Base Station.
 - I. "End User" means any end user of electricity, water, and/or gas (as applicable) that pays the County for the consumption of electricity, water, and/or gas, as applicable.
 - A. "Escalator(s)" means the following:
 - i. For Water Meters:
 - A. For bronze and low lead water metering products: the percentage change, for the relevant period, of the average of; (a) the United States Bureau of Labor Statistics Producer Price Index, Commodities, Group: Metals and metal products, Item: Copper and copper-base alloy castings (excl. die-castings), series ID: WPU102807013, not seasonally adjusted; and (b) the United States Bureau of Labor Statistics Producer Price Index, Industry Data, Industry and Product: Plastics material and resins mfg., series ID: PCU 325211325211, not seasonally adjusted
 - B. For plastic main case meters: the percentage change, for the relevant period, of the United States Bureau of Labor Statistics Producer Price Index, Industry Data, Industry and Product: Plastics material and resins mfg., series ID: PCU 325211325211, not seasonally adjusted.
 - C. For Omni meters: the percentage change, for the relevant period, of the United States Bureau of Labor Statistics Producer Price Index, Commodities, Group: Metals and metal products, item: other gray and ductile iron castings, other, series ID: WPU101504, not seasonally adjusted.
 - ii. For all other goods and services: the percentage change, for the relevant period, of the United States Bureau of Labor Statistics Consumer Price Index for All Urban Consumers (CPI-U) "All Items Less Food and Energy" for the U.S. City Average for All Items, 1982-84 = 100, not seasonally adjusted, or substantially similar succeeding index.
 - iii. Any Escalator increases called forth in this Agreement shall be calculated to the third decimal point (e.g. 2.576%)
 - B. "Field Devices" means the meters, SmartPoint Modules, and DA Devices (if applicable).
 - C. "FlexNet Base Station" means the Sensus manufactured device consisting of one transceiver, to be located on a tower that receives readings from the SmartPoint Modules (either directly or via an Echo Transceiver) by radio frequency and passes those readings to the RNI by TCP/IP backhaul communication. For clarity, FlexNet Base Stations include Metro Base Stations.
 - D. "FlexWare™ Software" means the Sensus software listed in Exhibit D under the heading "FlexWare™ Software" and any Patches, Updates, and Upgrades that are

- provided to the County pursuant to the terms of this Agreement.
- E. "In/Out Costs" means any costs and expenses incurred by the County in transporting goods between its warehouse and its End User's premises and any costs and expenses incurred by the County in installing, uninstalling and removing goods.
 - F. "Intellectual Property" means patents and patent applications, inventions (whether patentable or not), trademarks, service marks, trade dress, copyrights, trade secrets, know-how, data rights, specifications, drawings, designs, maskwork rights, moral rights, author's rights, and other intellectual property rights, including any derivations and/or derivative works, as may exist now or hereafter come into existence, and all renewals and extensions thereof, regardless of whether any of such rights arise under the laws of the United States or of any other state, country or jurisdiction, any registrations or applications thereof, and all goodwill pertinent thereto.
 - G. "LCM" means the load control modules.
 - H. "MDM" means the Meter Data Management system, a web-enabled application for retrieving and analyzing meter data. This system aggregates, stores, and validates meter readings from the AMI head end.
 - I. "Ongoing Fee" means the annual or monthly fees, as applicable, to be paid by the County during the Term as set forth on Exhibit E or in the Customer-Distributor Arrangement.
 - J. "Patches" means patches or other maintenance releases of the Software that correct processing errors and other faults and defects found in previous versions of the Software. For clarity, Patches are not Updates or Upgrades.
 - K. "Permitted Use" means only for reading the County's meters in the Service Territory. The Permitted Use does not include reading third party meters or reading meters outside the Service Territory.
 - L. "Release" means both Updates and Upgrades.
 - M. "Remote Transceiver" means the Sensus standalone, mounted relay device that takes the radio frequency readings from the SmartPoint Modules and relays them directly to the RNI by TCP/IP backhaul communication.
 - N. "RF Field Equipment" means, collectively, FlexNet Base Stations, Echo Transceivers and Remote Transceivers.
 - O. "RNI" means the regional network interfaces consisting of hardware and software used to gather, store, and report data collected by the FlexNet Base Stations from the SmartPoint Modules. The RNI hardware specifications will be provided by Sensus upon written request from the County.
 - P. "RTMs" means the remote telemetry modules.
 - Q. "RTUs" means remote telemetry unit.
 - R. "Service Territory" means the geographic area where the County provides electricity, water, and/or gas (as applicable) services to End Users as of the Effective Date. This territory will be described in the spectrum lease filing with the FCC.
 - S. "Server Hardware" means the RNI hardware.
 - T. "SmartPoint™ Modules" means the Sensus transmission devices installed on devices such as meters, distribution automation equipment and demand/response devices located at the County's End Users' premises that take the readings of the meters and transmit those readings by radio frequency to the relevant FlexNet Base Station, Remote Transceiver or Echo Transceiver.
 - U. "Software" means the Sensus software listed in Exhibit D under the heading "Sensus Software List" and any Patches, Updates, and Upgrades thereto that are provided to the County pursuant to the terms of this Agreement.
 - V. "TouchCoupler Unit" means an inductive coupler connection from a water register to the SmartPoint Module.

- W. "Unavailable Meters" include meters with sockets with power cut at the pole, meters that are booted on the line side, sockets that are not provided power due to a power delivery system failure, meters with tamper, theft or other human induced failures that render the meter or SmartPoint Module incapable of providing a read, a Force Majeure event induced failures of the power delivery system, socket or meter, and/or any system or meter maintenance issue that precludes the meter from transmitting its message to the network. Examples of Unavailable Meters include: (i) Cut At Pole: a meter for which power has been turned off to the socket by the County; (ii) Booted on Line Side: nominally a meter for which power has been turned off by placing "boots" in the socket from which the power to the meter has effectively been turned off; (iii) Failed or flawed power delivery to the meter socket: the County power generation, distribution or delivery system failure that has effectively turned off power to the socket and/or meter; (iv) Tampered Meters: sockets, meters or distribution assets that have been modified by unauthorized personnel rendering the meter incapable of providing accurate usage readings from that meter; (v) Broken TouchCoupler unit: the TouchCoupler unit is damaged by intentional or unintentional acts; (vi) Broken Clip: the clip that holds the TouchCoupler unit into the radio package housing is broken and the unit cannot complete the inductive electrical connection; (vii) Improper installation of the TouchCoupler unit: the TouchCoupler unit is not pushed all the way into the housing clip causing the unit to not be able to complete the inductive electrical connection; (viii) Unit not installed through the pit lid: the unit is not installed with the antenna positioned through the pit lid and properly secured with the retaining nut. The radio unit must also be securely attached to the antenna section; (ix) Radio unit not securely attached to the Antenna unit: The water-proof SmartPoint Module housing is not properly installed and secured to the antenna unit; (x) Damaged antenna: the unit's antenna is damaged by intentional or unintentional acts; (xi) Damaged radio package: the unit's water-proof radio package is damaged by intentional or unintentional acts; (xii) Data Base errors: the unit is removed from the system but not updated in the database. Still shown as in the system when in fact has been removed; (xiii) Phantom Units: the unit is removed from the system but is still transmitting and being heard by the system; and (xiv) Other Installation Defect: the unit is otherwise installed improperly so that it does not communicate with the FlexNet Base Station.
- X. "Updates" means releases of the Software that constitute a minor improvement in functionality.
- Y. "Upgrades" means releases of the Software which constitute a significant improvement in functionality or architecture of the Software.
- Z. "WAN Backhaul" means the communication link between FlexNet Base Stations and Remote Transceivers and RNI.

2. TERM, EXTENSION AND TERMINATION.

- A. This Agreement shall begin on _____, 20__ ("Effective Date"), and shall continue through and until 11:59 p.m. on _____, 20__ ("Expiration Date").
- B. Either the County or Sensus may request, in writing, an extension of this Agreement. Any request to extend this Agreement shall require the approval of the other party, shall be in writing, and shall specifically indicate the timeframe of the extension of this Agreement. Any approval likewise must be in writing.

- C. This Agreement may be terminated without cause upon either the County, or Sensus providing at least forty-five (45) days advance written notice to the other party of such notice of termination without cause. Such written notification shall indicate that either the County or Sensus intends to terminate this Agreement forty five (45) days from the date of notification (unless a date greater than forty five (45) days is specified). Consistent with other provisions of this Agreement, Sensus shall be compensated for any services and/or delivery of equipment and materials that are authorized under this Agreement and that are performed and/or accrue up to the termination of this Agreement, as well as any third-party costs, tooling costs, or other special costs incurred in order to perform under this Agreement.
- D. This Agreement may be terminated with cause by either the County or Sensus if the other party commits a material breach of this Agreement and such material breach is not cured within forty-five (45) days of written notice by the other party. Upon any expiration or termination of this Agreement, Sensus' and the County's obligations hereunder shall cease and the software as a service/software license and spectrum lease shall immediately cease.
3. SCOPE OF WORK. The parties shall perform their respective obligations as set forth in Exhibit C.
4. The amounts to be paid by the County to Sensus are contained in Exhibit E.
5. ORDERS, INVOICING AND PAYMENT. The County shall be solely authorized to issue orders as needed for the items, equipment and materials that comprise the AMI System.
- A. The County shall pay for all goods and services rendered by Sensus hereunder at the prices set forth in Exhibit E. The pricing in Exhibit E shall remain firm until January 1, 2015 (the "Trigger Date"). Starting on the Trigger Date, and on each anniversary of the Trigger Date thereafter, the pricing in Exhibit E shall automatically adjust to equal the summation of (i) the amount charged for such pricing component during the immediately preceding year ("Base Amount"); plus (ii) the product of the Base Amount multiplied by the percentage rate of increase in the Escalator(s) during the immediately preceding year (which product shall not be less than zero, such that the pricing in Exhibit E cannot decrease under this section). The Escalator(s) will be calculated utilizing the Escalator(s) published the month prior to the anniversary of the Trigger Date compared to the equivalent month from one year earlier to determine the escalation. For example, if the Trigger Date occurs in January 2015, the Escalator(s) will be calculated by comparing December 2013 and December 2014 figures.
- B. All items, equipment and materials provided under this Agreement shall be invoiced upon delivery, and payment by the County will be made in accordance with the Local Government Prompt Payment Act (sections 218.70-218.80, F.S.). The County's first payment under this Agreement shall be made by check. Upon completion of the County's Electronic Funds Transfer form, attached hereto as Exhibit F, by Sensus, all payments shall be made via electronic payment to the account(s) indicated by Sensus, unless Sensus requests a change in payment methods in writing.
- C. In cases where the County requests or requires Sensus to deliver SmartPoint Modules to a third party meter manufacturer (or any other third party), payment for such modules is due within thirty (30) days of the invoice date to such manufacturer

- or other third party, irrespective of how long it takes such third party to deliver the SmartPoint Modules to the County.
- D. Invoices for Ongoing Fees and services shall be delivered annually or monthly, as applicable, in advance. Invoices for other services shall be delivered upon completion of the applicable service.
 - E. Invoices submitted by Sensus shall include a detailed description of the items, equipment, materials and/or work accomplished in connection with the Scope of Work. The County may return a bill/invoice from Sensus, and request additional documentation/information. Under such circumstances, the timeframe for payment will be extended by the time necessary to receive a verified bill/invoice.
 - F. In the event the County disputes an invoice provided by Sensus, the County shall issue written notice of the dispute to Sensus, along with payment for the undisputed amount of the invoice. If the County disputes an invoice, it shall give written notice of the dispute to Sensus within 30 days of the invoice date. If it does not do so, the entire invoice shall be deemed payable without reduction, set off, or claim. The disputed portion shall be resolved by the parties or, if necessary, under the dispute resolution provisions of this Agreement.
 - G. In accordance with applicable provisions of the Local Government Prompt Payment Act, the County shall timely pay of all undisputed amounts due. Untimely payments by the County shall bear interest at the rate provided in said Act. Sensus shall invoice the County for accrued interest.
 - H. The County may withhold payment on an invoice for defective goods and services. Payment by the County of an invoice shall deem Sensus to have fully complied with this Agreement for all goods and services represented in the invoice and with all other terms and conditions of this Agreement prior to the date of such payment
 - I. All prices quoted are exclusive of federal, state and municipal taxes. The County shall not be liable for payment of any taxes imposed in connection with this Agreement or the goods, services, licenses, or other rights provided to the County hereunder. Upon request, the County shall submit documentation of its tax-exempt status to Sensus. However, Sensus shall not be exempt from payment of taxes to its suppliers for materials used to fulfill its obligations under this Agreement, and Sensus is not authorized to use the County's tax exemption number for this purpose.
 - J. The County shall pay for delivery of the Equipment from Sensus' or Sensus' contracted manufacturer's factory to the County's warehouse as set forth in Exhibit E. Sensus reserves the right to select the manner in which Equipment is packaged. Quoted prices include regular packing. Special requirements for packing will be subject to extra charges. Shipping and completion dates quoted by Sensus are made in good faith but are not guaranteed.
 - K. Unless otherwise notified by the County, invoices should be delivered to:

St. Johns County Utilities
Attn: Frank Kenton
1205 SR 16
St. Augustine, FL 32084

- L. All purchase orders shall be sent to the address listed below. Sensus may change this address at any time, upon written notice to the County (such notice may be provided via email).

Sensus USA Inc.
PO Box 487
Uniontown, PA 15401
Attn Customer Service
Fax: 800-888-2403
Email:
icon.support@sensus.com

6. SOFTWARE LICENSE. Sensus' performance under this Agreement includes the provision of certain software as specifically described in Exhibit D, attached hereto and incorporated herein by this reference, subject to the following conditions:

- A. Subject to all the terms and conditions of this Agreement, Sensus hereby grants to the County, a nonexclusive, non-transferable, royalty-bearing license under Sensus' Intellectual Property rights (the "Software License") to use the Software for the Permitted Use. This Software License is personal to the County and shall not be sub-licensed to any Affiliate or third party. The County shall have no rights to the Software other than those expressly granted in this Section; this Software License contains no implied licenses. The County shall not use the Software other than for the Permitted Use.
- B. In addition to the Software, Sensus shall provide the County with the open source software listed in Exhibit D under the heading "Bundled Third Party Software" (Bundled Third Party Software). The County acknowledges that it has received the terms and conditions of the Bundled Third Party Software ("Third Party EULAs"). The County accepts the Third Party EULAs and agrees to comply with the terms of such Third Party EULAs.
- C. Exhibit D contains, under the heading "Non-Bundled Third Party Software", certain third party software (Non-Bundled Third Party Software). The County must license the Non-Bundled Third Party Software directly from third party licensors in order to operate the FlexNet System.
- D. The County acknowledges that both the Bundled Third Party Software and the Non-Bundled Third Party Software is subject to various rights and restrictions in favor of or imposed by the licensors thereof and that the County's use of the Bundled Third Party software and/or Non-Bundled Third Party Software is subject to all such rights and restrictions. Sensus provides no warranty, indemnity nor support of or in relation to any third party software. All such rights and obligations are a matter strictly between the County and the relevant third party licensors.
- E. Except as expressly authorized in accordance with the Permitted Use, the County shall not (and shall not attempt to): (a) use, copy, adapt, translate, publish, display, sublicense, rent, lease, lend, transfer or distribute the Software, related documentation, or any copy thereof; (b) improve, enhance, revise, modify or make any other derivatives of the Software, related documentation or any copy or part thereof. The County shall not reverse assemble, reverse compile, reverse engineer or otherwise translate or decode the Software or any part

thereof, or any copy thereof. Sensus' suppliers of software and documentation (or any part thereof) are beneficiaries of this provision. the County shall not destroy, remove or otherwise alter any proprietary notices (including, but not limited to, copyright notices) on the Software or related documentation, or any copy thereof, and agrees to reproduce any such notice(s) on any copy thereof it makes pursuant to this Software License.

- F. The Software License shall commence on the Effective Date and shall terminate immediately when this Agreement expires or is earlier terminated for any reason or if the County uses the Software other than for the Permitted Use.
- G. Upon the termination of the Software License, all rights of the County to use the Software shall immediately cease and the County shall promptly remove and return to Sensus all copies of the Software and any related documentation and shall instruct all its employees that further use of the Software is prohibited.
- H. Sensus and/or its supplier (as applicable) shall own all right, title, and interest in and to the Intellectual Property associated with the Software and related documentation, including any derivations and/or derivative works. To the extent, if any, that any ownership interest in and to such Intellectual Property does not automatically vest in Sensus by virtue of this Agreement or otherwise, and instead vests in the County, the County agrees to grant and assign and hereby does grant and assign to Sensus all right, title, and interest that the County may have in and to such Intellectual Property.
- I. The County shall ensure that only County employees and County independent contractors who need access to the Software for the County to obtain the benefits of this Agreement may access it. The County shall be responsible for ensuring that its employees and independent contractors abide by the terms of this Agreement.
- J. For so long as the County pays the Ongoing Fees, Sensus shall provide the County with ongoing software Patches, Updates, ongoing software maintenance and remote telephone support of the Software according to the terms set forth in Exhibit A. Upgrades are not included hereunder and shall be priced separately.
- K. Sensus will support and will maintain compatibility with the most recent Release and the two prior Releases ("Previous Releases"). If the County requires support for versions that were released earlier than the Previous Releases, the County's Ongoing Fees for software maintenance shall increase by thirty-three percent (33%) per year until the County upgrades to a supported version of the Software.
- L. To the maximum extent permitted by law, the Parties agree that the Uniform Computer Information Transaction Act as enacted by any state shall not apply, in whole or in part, to this Agreement.

7. SPECTRUM LEASE

- A. In this Section 7 only, Spectrum Lease, "Sensus" shall mean Sensus USA, Inc. and its wholly owned subsidiary, Sensus Spectrum LLC.
- B. Sensus hereby grants to the County and the County accepts a spectrum manager lease ("Lease") over the frequencies of the FCC License and solely within the County's Service Area. (The frequencies of the FCC License within the County's geographic

- Service Area are called the "Leased Spectrum"). The County shall pay the Ongoing Fees for use of the spectrum; if no fees are listed in Exhibit E or the Customer-Distributor Arrangement for use of the spectrum, then Sensus shall partition \$900 from the other Ongoing Fees and such amount is hereby allocated to the spectrum Lease pursuant to this Agreement.
- C. Sensus will file with the Federal Communications Commission (FCC) a FCC Form 608 (notification/application for a long term spectrum manager lease) and a Form 602 (ownership disclosures). This Lease becomes effective when the FCC receives the notifications.
- D. In order to complete the FCC lease application, the County will:
- i. Complete and sign the representations on pages one (1) through three (3) of this Agreement such that the County demonstrates it qualifies for a spectrum lease under FCC rules. The County's signature will indicate that the County authorizes Sensus to file the spectrum manager lease notification on FCC Form 608 with the County as spectrum lessee.
 - ii. Give Sensus the coordinates of the boundaries of the County's Service Area or, alternatively, approve Sensus' estimation of the same.
 - iii. In the event that the County does not already have one, the County hereby authorizes Sensus to apply on the County's behalf and obtain for the County a Federal Registration Number (FRN, the FCC's unique identifier for each licensee) and shall supply Sensus with the County's Taxpayer Identification Number (TIN).
 - iv. Provide any other information or other cooperation reasonably necessary for the Parties to perform as set forth herein.
- E. The County may transmit or receive over the Leased Spectrum only in the Service Area and only using FlexNet equipment manufactured by Sensus and used in accordance with Sensus' specifications. The County may use the Leased Spectrum only to read and direct meters in support of the County's primary utility business or any other operation approved by Sensus in writing. Without limiting the foregoing, the County is prohibited from reselling, subleasing or sublicensing the Leased Spectrum or from transmitting voice communications over the Leased Spectrum.
- F. Unless terminated earlier (because for example the County stopped using the FlexNet equipment), this Lease will have the same term as the FCC license. If the County is operating in compliance with this Agreement and the County's underlying agreement with Sensus and is current on any payments owed to Sensus, when the FCC License renews, the Parties will apply to the FCC to renew this Lease.
- G. The Lease will terminate: (a) two months after the County stops transmitting with FlexNet equipment manufactured by Sensus; (b) upon termination, revocation or expiration of the FCC License; or (c) upon the County's breach of this Agreement.
- H. The following FCC requirements apply
- i. Pursuant to 47 CFR 1.9040(a);
 - A. The County must comply at all times with applicable FCC rules. This Agreement may be revoked by Sensus or the FCC if the County fails to so comply;
 - B. If the FCC License is terminated, the County has no continuing right to use the Leased Spectrum unless otherwise authorized by the FCC;
 - C. This Agreement is not an assignment, sale or other transfer of the FCC License;
 - D. This Agreement may not be assigned except upon written consent of Sensus, which consent may be withheld in its discretion; and
 - E. In any event, Sensus will not consent to an assignment that does not satisfy FCC rules.

- ii. Pursuant to the standards set forth in 47 CFR 1.9010, Sensus retains *de facto* control over the applicable radio facilities, including that,
 - A. Sensus will be responsible for the County's compliance with FCC policies and rules. Sensus represents and warrants that it has engineered the FlexNet equipment and accompanying software and other programs to comply with FCC rules. The County will operate the FlexNet equipment solely in accordance with Sensus' specifications. Sensus retains the right to inspect the County's radio operations hereunder and to terminate this Agreement or take any other necessary steps to resolve a violation of FCC rules, including to order the County to cease transmission. Sensus will act as spectrum manager in assigning spectrum under the FCC License so as to avoid any harmful interference or other violation of FCC rules. Sensus will be responsible for resolving any interference complaints or other FCC rule violations that may arise; and
 - B. Sensus will file any necessary FCC forms or applications and the County agrees reasonably to assist Sensus with such filing by providing any necessary information or other cooperation. Sensus will otherwise interact with the FCC with respect to this Agreement, the FCC License or FlexNet equipment.
- I. **Interference.** The County agrees to report to Sensus promptly, and in no event later than 72 hours afterward, any incident related to the Leased Spectrum, including where the County experiences harmful interference, receives a complaint or other notice of having caused harmful interference, or receives any type of communication from the FCC or other government agency regarding radio transmission.

8. **WARRANTIES.**

- A. **Equipment.** The Equipment purchased directly from Sensus is warranted as follows:
 - i. Sensus warrants its water metering equipment and gas SmartPoint Modules according to the terms and conditions (including all limitations and exclusions) in the Sensus G-500 warranty, available at: <http://sensus.com/TC/TermsConditions.pdf> (click on the "G500" link), or 1-800-METER-IT ("G-500 Warranty"). To the extent the terms of the G-500 Warranty conflict with the terms in this Agreement, the terms of this Agreement shall control.
 - ii. Sensus warrants all other goods, software, and services, except for the water metering equipment and gas SmartPoint Modules, according to the terms and conditions (including all limitations and exclusions) in the Sensus Limited Warranty, available at: <http://sensus.com/TC/TermsConditions.pdf> (click on the "General Warranty" link), or 1-800-METER-IT ("General Limited Warranty"). To the extent the terms of the General Limited Warranty conflict with the terms in this Agreement, the terms of this Agreement shall control.
 - iii. The G-500 Warranty and the General Limited Warranty are hereby incorporated by reference as if fully set forth herein.
- B. **Network Warranty.**
 - i. Subject to subsection (ii), if more than the Required RF Field Equipment are required for the AMI System to meet the specifications set forth in Exhibit B of this Agreement, Sensus shall deliver to the County the hardware for the additional RF Field Equipment without charge to the County, provided that all RF Field Equipment shall be located and installed as directed by Sensus. Notwithstanding anything to the contrary, the County shall pay for the installation, tower lease fees, and any Ongoing Fees for all equipment

provided pursuant to this subsection (i). The County shall have title to all equipment provided pursuant to this subsection (i). This subsection (i) shall only apply to the Meter Territory, as defined in subsection (ii). Furthermore, this subsection (i) shall cease either (a) one year from the Water Deployment Date (as defined in Exhibit B), so long as the County has not unreasonably delayed the Water Deployment Date or (b) one year from the Effective Date if the County causes an unreasonable delay of the Water Deployment Date. In either case and upon the date when this subsection (i) ceases,, Sensus shall have no obligation to provide RF Field Equipment hardware at no cost, and the County will have to purchase such hardware, even it is necessary to meet the specifications.

- ii. Notwithstanding anything to the contrary, the parties recognize and agree that the RF Field Equipment site design and build is based on the specific metering locations and antenna heights provided to Sensus by the County in writing prior to the Effective Date ("Meter Territory"). For clarity, the Meter Territory only contains the individual meter locations and antenna heights specifically provided to Sensus by the County in writing prior to the Effective Date. New or different metering locations and/or antenna heights provided after the Effective Date may or may not require additional RF Field Equipment and/or changes to the RF Field Equipment locations. In the event new and/or different RF Field Equipment locations are required to accommodate these new metering sites and/or antennae heights, the County agrees to: pay Sensus for the additional RF Field Equipment hardware, perform the necessary site preparation, and pay for the necessary installation, tower lease, and ongoing fees for all equipment purchased pursuant to this subsection (ii). Any equipment required pursuant to this subsection (ii) is excluded from the network warranty calculation described in subsection (i).

C. THE WARRANTIES IN THIS SECTION 8, THE G-500 WARRANTY, AND THE GENERAL LIMITED WARRANTY ARE THE ONLY WARRANTIES GIVEN WITH RESPECT TO THE GOODS, SOFTWARE, AND SERVICES SOLD OR OTHERWISE PROVIDED BY SENSUS. THERE ARE NO IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION, WARRANTIES AS TO FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY AND ALL SUCH WARRANTIES ARE HEREBY EXPRESSLY EXCLUDED.

9. MAINTENANCE.

- A. Field Devices. The County shall be responsible for the ongoing maintenance of the Field Devices. The County shall provide the field services labor to visit a problem Field Device and perform diagnostics and repair or replacement.
- B. RF Field Equipment. The County shall be responsible for the ongoing maintenance of the RF Field Equipment. The County shall be responsible for the ongoing monthly operations and expenses related to the RF Field Equipment, including any leasing costs, construction costs, taxes and costs of WAN Backhaul. The County shall pay for electric power to the RF Field Equipment.
- C. Server Hardware. The County shall be responsible for the ongoing maintenance of the Server Hardware. If the Server Hardware is located on the County's property, the County

shall allow Sensus 24x7x365 remote and physical access to the Server Hardware. Remote access to the Server Hardware must be through a high speed VPN. The high speed VPN shall comply with the requirements indicated by Sensus from time to time.

10. INDEMNIFICATION.

- A. To the extent permissible by law, Sensus shall indemnify, defend, and hold the County harmless from all third-party claims (including tort-based, contractual, injunctive, and/or equitable), losses (including property (personal and/or real), and bodily injury), costs (including attorneys' fees), suits, administrative actions, arbitration, or mediation originating from, connected with, or associated with, or growing out of Sensus' negligent or intentional acts or omissions in its performance of this Agreement.
- B. Subject to and within the limitations set forth in 768.28, Florida Statutes, the County shall indemnify, defend, and hold Sensus harmless from all third-party claims (including tort-based, contractual, injunctive, and/or equitable), losses (including property (personal and/or real), and bodily injury), costs (including attorneys' fees), suits, administrative actions, arbitration, or mediation originating from, connected with, or associated with, or growing out of the County's negligent or intentional acts or omissions in its performance of this Agreement.
- C. Nothing in this Agreement shall be interpreted or construed to mean that the County consents to being sued, or waives its sovereign immunity as provided under section 768.28, Florida Statutes.
- D. Copyright Claims. Sensus shall indemnify the County from and against, any and all copyright infringement claims that may be brought against the County by a third party, and which allege that the FlexWare Software infringes upon the copyright of such third party, including as to all damages and costs, including litigation-related fees and costs, resulting from such claims. Sensus shall have the right to select counsel in such proceedings and control such proceedings, and shall be responsible for the legal costs thereof, as well as any judgment rendered or settlement reached therein. The County must give Sensus notice of any such proceedings within ten (10) days of the date upon which the County becomes aware of such proceedings, and cooperate with and assist Sensus in any such proceedings, at Sensus' cost. Notwithstanding the foregoing, Sensus shall have no liability under this indemnity unless the County cooperates with and assists Sensus in any such proceedings and gives Sensus timely written notice of any claim hereunder. Further, Sensus shall have no liability hereunder if such claim is related to: (i) any change, modification or alteration made to the AMI System by the County or a third party, (ii) use of the AMI System except as contemplated herein, or (iii) any use of the AMI System other than for the Permitted Use. In the event the AMI System is adjudicated to infringe a patent or copyright of a third party and its use is enjoined, or, if in the reasonable opinion of Sensus, the AMI System is likely to become the subject of an infringement claim, Sensus, at its sole discretion and expense, shall, (i) procure for the County the right to continue using the AMI System or (ii) modify or replace the AMI System so that it becomes non-infringing. THIS SECTION STATES THE COUNTY'S SOLE AND EXCLUSIVE REMEDY AND SENSUS' ENTIRE LIABILITY FOR ANY CLAIM OF INFRINGEMENT.

11. INSURANCE.

- A. During the life of this Agreement, Sensus shall maintain, Comprehensive General Liability Insurance with minimum limits of \$1,000,000 per occurrence, \$2,000,000 aggregate, to protect Sensus from claims for damages for bodily injury, including wrongful death, as well as from claims of property damages which may arise from any operations under this Agreement, whether such operations be by Sensus or by anyone directly employed by or contracting with Sensus.
- B. Sensus shall maintain during the life of this Agreement, Comprehensive Automobile Liability Insurance with minimum limits of \$300,000 combined single limit for bodily injury and property damage liability to protect Sensus from claims for damages for bodily injury, including the ownership, use, or maintenance of owned and non-owned automobiles, including rented/hired automobiles whether such operations be by Sensus or by anyone directly or indirectly employed by Sensus.
- C. Sensus shall maintain during the life of this Agreement, adequate Workers' Compensation Insurance in at least such amounts as required by the law for all of its employees.
- D. Any adjustment to these insurance requirements shall be agreed upon by both parties in writing prior to taking effect.

12. **LIMITATION OF LIABILITY.** Except to the extent that the County incurs damages due to Sensus' fraud (as determined by a court of law), the following limitations on liability apply:

- A. Except as set forth in Section 11, Sensus' aggregate liability in any and all causes of action arising under, out of or in relation to this Agreement, its negotiation, performance, breach or termination (collectively "Causes of Action") shall not exceed the total amount paid to Sensus under this Agreement. This is so whether the Causes of Action are in tort, including, without limitation, negligence or strict liability, in contract, under statute or otherwise.
- B. As separate and independent limitations on liability, Sensus' liability shall be limited to direct damages. Sensus shall not be liable for: (i) any indirect, incidental, special or consequential damages; nor (ii) any revenue or profits lost by the County from any end user(s), irrespective whether such lost revenue is categorized as direct damages or otherwise; nor (iii) any In/Out Costs; nor (iv) manual meter read costs and expenses; nor (v) damages arising from maincase or bottom plate breakage caused by freezing temperatures, water hammer conditions, or excessive water pressure.
- C. The limitations on liability set forth in this Agreement are fundamental inducements to Sensus entering into this Agreement. They apply unconditionally and in all respects. They are to be interpreted broadly so as to give Sensus the maximum protection permitted under law.

13. **Public Records**

- A. The cost of reproduction, access to, disclosure, non-disclosure, or exemption of records, data, documents, and/or materials, associated with this Agreement shall be

subject to the applicable provisions of the Florida Public Records Law (Chapter 119, Florida Statutes), and other applicable State and Federal provisions. Access to such public records, may not be blocked, thwarted, and/or hindered by placing the public records in the possession of a third party, or an unaffiliated party.

B. In accordance with Florida law, to the extent that Sensus' performance under this Agreement constitutes an act on behalf of the County, Sensus shall provide access to all public records made or received by Sensus in conjunction with this Agreement. Specifically, if Sensus is expressly authorized, and acts on behalf of the County under this Agreement, Sensus shall:

(1) keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the services described herein;

(2) provide the public with access to public records related to this Agreement on the same terms and conditions that the County would provide the records, and at a cost that does not exceed the costs provided in Chapter 119, Florida States, or as otherwise provided by applicable law;

(3) ensure that public records related to this Agreement that are exempt or confidential and exempt from public disclosure are not disclosed except as authorized by applicable law; and

(4) meet all requirements for retaining public records, and transfer at Sensus' sole cost and expense, all public records in the possession of Sensus upon termination of this Agreement. Sensus shall destroy any duplicate records that are exempt or confidential and exempt from public disclosure requirements in accordance with applicable State and Federal provisions. Any public records stored electronically must be provided to the County in a format that is compatible with information technology systems maintained by the County.

C. Failure by Sensus to grant such public access shall be cause for termination of this Agreement by the County. Sensus shall promptly provide the County notice of any request to inspect or copy public records related to this Agreement in Sensus' possession and shall promptly provide the County a copy of Sensus' response to each such request.

14. NOTICES.

A. All Official Notices to the County shall be delivered either by hand (receipt of delivery required), or by certified mail to:

County Administrator
500 San Sebastian View
St. Augustine, Florida 32084

With copies to:

County Attorney
500 San Sebastian View
St. Augustine, Florida 32084

St. Johns County Utilities
Attn: Frank Kenton
1205 SR 16
St. Augustine, FL 32084

- B. All Official Notices to Sensus shall be delivered either by hand (receipt of delivery required), or by certified mail to:

Sensus USA, Inc.
6801 Six Forks Rd.
Suite 700
Raleigh, NC 27615

- C. All other correspondence, not classified as Official Notices, may be delivered, disseminated, and/or submitted by any means acceptable to both parties, specifically including, faxing, e-mailing, or text messaging.

15. MISCELLANEOUS.

- a. This Agreement and the construction and enforceability thereof shall be interpreted in accordance with the laws of the State of Florida. Jurisdiction for any legal action or proceeding arising out of this agreement shall be exclusively in the courts of the State of Florida in and for St. Johns County. The Parties hereby waive any right to stay or dismiss any action or proceeding brought under or in connection with this Agreement that is brought before the above-referenced courts on the basis of forum non-conveniens. To the maximum extent permitted by law, the Parties agree to a bench trial and that there shall be no jury in any disputes between the Parties.
- b. The relationship of the parties hereunder shall be that of independent contractors. Nothing in this Agreement shall be deemed to create a partnership, joint venture, fiduciary, or similar relationship between the parties.
- c. Sensus represents and warrants to the County that the Sensus has not employed or retained any elected official, officer, or employee of the County, in order to secure this Agreement. Moreover, Sensus represents and warrants to the County that Sensus has not paid, offered to pay, or agreed to pay any person, other than a bona fide employee working solely for Sensus, any fee, commission, percentage, brokerage fee, incentive fee, or gift of any kind, contingent upon, or in connection with, securing and executing this Agreement.
- d. Both the County and Sensus agree and this Agreement explicitly states that no third party beneficiary status or interest is conferred to, or inferred to, any other person or entity.
- e. Each party represents and warrants to the other that (i) it has all requisite power and authority to execute and deliver this Agreement and perform its obligations hereunder, (ii) all corporate, board, body politic, or other approvals necessary for

its execution, delivery, and performance of this Agreement have been or will be obtained, and (iii) this Agreement constitutes its legal, valid, and binding obligation.

- f. Time is of the essence in the performance of this Agreement. Notwithstanding the above, if either party becomes unable, either wholly or in part, by an event of Force Majeure, to fulfill its obligations under this Agreement, the obligations affected by the event of Force Majeure will be suspended during the continuance of that inability. The party so affected will give written notice of the existence, extent and nature of the Force Majeure to the other party. The party so affected will take reasonable steps to mitigate the Force Majeure. The term "Force Majeure" as used in this Agreement means acts of God, hurricane, flood, volcano, tsunami, tornado, storm, tempest, mudslide, vandalism, illegal radio frequency interference, strikes, lockouts, or other industrial disturbances, unavailability of component parts of any goods provided hereunder, acts of public enemies, wars, blockades, insurrections, riots, epidemics, earthquakes, fires, restraints or prohibitions by any court, board, department, commission or agency of the United States or any States, any arrests and restraints, civil disturbances and explosions.
- g. In accordance with all applicable Local, State and Federal provisions, the Parties shall (and shall cause their employees and contractors to) keep all Confidential Information strictly confidential and shall not disclose it to any third party, except to the extent reasonably required to perform and enforce this Agreement or as required under applicable law, court order or regulation. As used herein, "Confidential Information" means all non-public information of either party, including the terms of this Agreement, all technical information about either party's products or services, pricing information, marketing and marketing plans, County's end users' data, AMI System performance, AMI System architecture and design, AMI System software and all trade secrets of either party. The Confidential Information may be transmitted orally, in writing, electronically or otherwise observed by either party. Notwithstanding the foregoing, "Confidential Information" shall not include; (i) any information that is in the public domain other than due to Recipient's breach of this Agreement; (ii) any information in the possession of the Recipient without restriction prior to disclosure by the Discloser; (iii) any information independently developed by the Recipient without reliance on the information disclosed hereunder by the Discloser; or (iv) any information that is required to be provided in response to a public records request pursuant to Chapter 119, Florida Statutes. "Discloser" means either party that discloses Confidential Information, and "Recipient" means either party that receives it.
- h. No Intellectual Property is assigned to the County hereunder. Sensus shall own or continue to own all Intellectual Property used, created, and/or derived in the course of performing this Agreement. To the extent, if any, that any ownership interest in and to such Intellectual Property does not automatically vest in Sensus by virtue of this Agreement or otherwise, and instead vests in the County, the County agrees to grant and assign and hereby does grant and assign to Sensus all right, title, and interest that the County may have in and to such Intellectual Property. The County agrees not to reverse engineer any Equipment purchased or provided hereunder.

- i. A waiver by either party of any breach of this Agreement or the failure of either party to enforce any of the articles or other provisions of this Agreement will not in any way affect, limit or waive that party's right to enforce and compel strict compliance with the same or other articles or provisions.
- j. The provisions of this Agreement that are applicable to circumstances arising after its termination or expiration shall survive such termination or expiration.
- k. In the event any provision of this Agreement is held to be void, unlawful or otherwise unenforceable, that provision will be severed from the remainder of the Agreement and replaced automatically by a provision containing terms as nearly like the void, unlawful, or unenforceable provision as possible, and the Agreement, as so modified, will continue to be in full force and effect.
- l. In case of conflict between this Agreement and any of the listed Exhibits, the Exhibits shall prevail unless explicitly stated otherwise. In case of conflict between this Agreement and the Sensus Terms of Sale, this Agreement shall prevail.
- m. Either party may assign, transfer or delegate this Agreement without requiring the other party's consent; (i) to an Affiliate; (ii) as part of a merger; or (iii) to a purchaser of all or substantially all of its assets. Apart from the foregoing, neither party may assign, transfer or delegate this Agreement without the prior written consent of the other, which consent shall not be unreasonably withheld. Furthermore, the County acknowledges Sensus may use subcontractors to perform RF Field Equipment installation, the systems integration work (if applicable), or project management (if applicable), without requiring the County's consent.
- n. No alteration, amendment, or other modification shall be binding unless in writing and signed by both the County and by a vice president (or higher) of Sensus.
- o. This written Agreement represents the entire understanding between and obligations of the parties and supersedes all prior understandings, agreements, negotiations, and proposals, whether written or oral, formal or informal between the parties. There are no other terms or conditions, oral, written, electronic or otherwise. There are no implied obligations. All obligations of Sensus are specifically set forth in this Agreement. Further, there are no representations that induced this Agreement that are not included in it. The ONLY operative provisions are set forth in writing in this Agreement. All modifications hereto shall be in writing, signed by authorized representatives of both the County and Sensus.
- p. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same instrument. Additionally, this Agreement may be executed by facsimile or electronic copies, all of which shall be considered an original for all purposes.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year set forth beside each party's signatures below.

BOARD OF COUNTY COMMISSIONERS
OF ST. JOHNS COUNTY, FLORIDA

SENSUS USA, INC.

By: _____
Title: _____
Printed Name: _____

By: _____
Title: _____
Printed Name: _____

ATTEST: Cheryl Strickland, Clerk

By: _____
Deputy Clerk

Approved as to Legal Sufficiency:

By: _____
Assistant County Attorney

Exhibit A Technical Support

1. Introduction

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

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

2. Support Categories

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

3. Support Hours

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

4. Support Procedures

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

Severity Levels Description:

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

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

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

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

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

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

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

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

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

If the issue involves units that are considered to be defective with no known reason, the representative will open a Special Investigation RMA through the Support system. If it is determined that a sample is required for further analysis, the County will be provided with instructions that detail where to send the product sample(s) for a root cause

analysis. Once it is determined that the issue cannot be resolved by Tier 1 resources, the ticket will be escalated to Tier 2 support for confirmation/workarounds to resolve immediate issue. Technical Services will immediately contact the County to advise of the escalation. The response and escalation times are listed in Section 5. At this time, screen shots, log files, configuration files, and database backups will be created and attached to the ticket.

5. **Response and Resolution Targets.**

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

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

			Support Base.	Knowledge
--	--	--	------------------	-----------

6. Problem Escalation Process.

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

7. General Support Provisions and Exclusions.

- 7.1. A Dell-provided three-year ProSupport hardware service plan plus a 4 hour "Mission Critical" upgrade accompanies the server/system hardware that Sensus procures on behalf of the County. Sensus does not warrant third party server hardware. The County may renew the ProSupport service plan directly with Dell. The "Dell Master Services Agreement" and "Pro Support for IT Services Description" documents may be found at www.dell.com/service contracts.
- 7.2. Sensus procures certain third party software licenses (e.g. Red Hat Enterprise Linux) required to operate the FlexNet-based applications on the Dell hardware. Sensus registers all the applicable third party software licenses in the County's name and ships all documentation and licensing information to the County with the server. The County is responsible for maintaining all third party software licenses.
- 7.3. In the event of a server hardware failure at the County's site, Sensus will provide replacement Sensus proprietary software (e.g., FlexWare) either on digital media or downloadable from an internet site, as necessary. The method of software redistribution is at Sensus' discretion. The County is responsible for re-installing the replacement software. Sensus installation support is not covered under this standard Technical Support program but may be provided as a fee-based service.
- 7.4. Sensus provides online documentation for Sensus products through the Sensus User Forum (<http://myflexnetsystem.com/Module/User/Login>). All Sensus customers are provided access to this online database, which includes operation, configuration and technical manuals. Sensus also hosts periodic user group teleconferences to facilitate the interchange of product ideas, product enhancements, and overall customer experiences. The County shall provide names and email accounts to Sensus so Sensus may provide access to the Portal.
- 7.5. Specialized support from Sensus is available on a fee basis to address support issues outside the scope of this support plan or if not covered under another specific maintenance contract. For example, specialized systems integration services or out of warranty network equipment repair that is not covered under a separate maintenance contract.

Exhibit B System Acceptance Test

Objective

The objective of the System Acceptance Test is to verify that the AMI System will operate and meet or exceed the criteria set forth in this Exhibit. All capitalized words not defined in this Exhibit shall have the meaning set forth in the Agreement to which this Exhibit is attached. The System Acceptance Test shall consist of the Test Equipment and such additional goods as set forth below. "Test Equipment" means the number of RF Field Equipment and RNIs set forth in the propagation study completed by Sensus. The parties will jointly administer the System Acceptance Test. The County may choose to waive testing of any requirement if it believes that such testing is unnecessary. Should any specific test be waived, such test shall be deemed to have passed. For clarity, the tests in this exhibit are one-time tests, meaning that once the system or route (as applicable) passes the test, there is no need or obligation to retest or to satisfy the obligations below multiple times.

The System Acceptance Test shall consist of the below listed tests, only to the extent the below tests are applicable (for example, the Gas Acceptance Test is not applicable if the County has not purchased gas SmartPoint Modules from Sensus or Sensus' authorized distributor). For clarity, the software license and spectrum lease can only be used for the Permitted Use.

1. Electricity Acceptance Test
2. Water Acceptance Test
3. Gas Acceptance Test

For all tests below, Sensus will calculate the applicable performance requirements using the existing software features within the AMI System. Unless stated otherwise below, any disputes regarding the performance of the AMI System shall be settled using printouts of meter read data from the RNI's database ("RNI Database").

1. Electricity Acceptance Test

After the Effective Date, the County shall deploy the Test Equipment and a agreed number of Sensus electricity meters ("Electricity Test Meters"), all installed in agreed locations within the County's Service Territory (collectively, the "Electricity Deployment"). The number of Electricity Test Meters and locations shall be agreed by the County and Sensus. The County shall send written notice to Sensus after the Electricity Deployment is complete. Such notice shall indicate the date on which the Electricity Deployment is completed.

Within thirty (30) days after Electricity Deployment, the parties shall begin the Electricity Acceptance Test on the Electricity Test Meters. The tests in this section shall only be conducted on Electricity Test Meters, which only include deployed electricity Available Meters. The County and Sensus will work in good faith to complete the Electricity Acceptance Test no later than ninety (90) days after commencement of testing. The Electricity Acceptance Test shall consist of the following subtests listed under "Sub-Test Specifications." Upon satisfactory completion of each of the tests, the AMI System will be deemed to have passed the Electricity Acceptance Test. Notwithstanding anything to the contrary, the Electricity Acceptance Test shall be deemed completed and passed in its entirety no later than three (3) years after the Effective Date. Each test is described in detail below.

Sub-Test Specifications

A. *Electricity Read Success.*

The Electricity Read Success will test whether Available Meters deliver billing meter reads within the Billing Window. Electricity Read Success shall only include Electricity Test Meters that are Available Meters throughout the entire Billing Window. This test is achieved when Electricity Read Success reaches a level of 98.5% successful reads during a Billing Window that is based on an agreed billing day.

$$\text{Electricity Read Success} = 100 \times ((\text{number of Electricity Test Meters read during the Billing Window}) / (\text{Electricity Test Meter population})).$$

If Electricity Read Success is equal or greater than 98.5, then the County shall promptly issue written notice to Sensus that Sensus has successfully completed the Electricity Read Success test, such notice shall specify the date on which the test is completed.

B. On Demand Read.

The purpose of On Demand Read is to test whether Available Meters provide an on demand read within an average of ninety (90) seconds of the request time. On Demand Read shall only include Electricity Test Meters that are Available Meters throughout the entire On Demand Read test period. This test is achieved when the agreed statistical sample of Electricity Test Meters responds to an on demand read request within an average of ninety (90) seconds of the request. The statistical sample shall be agreed by the County and Sensus.

To perform the test, the County shall request one on demand read from each Electricity Test Meter in the statistical sample one time, at times agreed by the parties. The times shall be agreed by Customer and Sensus. The County shall time the Electricity Test Meter's response to the request. The parties shall complete this sub-test no later than two days after commencement.

$$\text{Average On Demand Read} = (\text{total response time to the on demand read request for all Electricity Test Meters in the statistical sample}) / (\text{total number of Electricity Test Meters within the agreed statistical sample}).$$

If Average On Demand Read is equal or less than ninety (90) seconds, then the County shall promptly issue written notice to Sensus that Sensus has successfully completed the On Demand Read test, such notice shall specify the date on which the test is completed.

Completion of Electricity Acceptance Test

Each of the above tests shall be successfully completed or waived for the Electricity Acceptance Test to be satisfied. Upon successful completion of each of the above described tests, or waiver thereof, the County shall promptly issue written notice to Sensus. Such notice shall state that Sensus has successfully completed the Electricity Acceptance Test and the notice shall state the date on which the Electricity Acceptance Test was completed.

If Sensus does not successfully complete any one of the above tests, the County shall promptly issue written notice to Sensus, describing the reason for Sensus' failure. Sensus shall have a reasonable time to cure such defects. Sensus shall provide notice to the County when the defects are cured and the parties shall re-perform the failed tests. Sensus has no obligation to continue optimizing the system and meeting performance specifications upon the earlier of (a) completion of the Electricity Acceptance Test, (b) the three year anniversary of the Effective Date; or (c) the termination or expiration of this Agreement.

2. Water Acceptance Test

The objective of Water Acceptance Test is to verify that the water meters and water SmartPoint Modules in the AMI System, when actually installed in specific, agreed reading routes (each a "Route"), will operate and meet or exceed the criteria set forth below. The Routes shall be agreed by the County and Sensus. The test is intended to provide incremental acceptance of distinctly defined geographical areas and populations of meters. Each Route shall contain a statistical sample of water Available Meters ("Water Route Units"). Water Route Units only includes the water Available Meters installed in the applicable Route.

Before beginning the Water Acceptance Test, the Test Equipment must be installed in locations defined in the propagation study. Additionally, all Water Route Units must be installed. The County shall send written notice to Sensus once all Water Route Units are installed ("Water Deployment Date").

Within thirty (30) days after the Water Deployment Date, the parties shall begin the Water Acceptance Test on the Water Route Units. The County and Sensus shall work in good faith to complete the Water Acceptance Test no later than thirty (30) days after commencement of testing. The tests in this section shall only be conducted on Water Route Units, which only include deployed water Available Meters. Notwithstanding anything to the contrary, the Water Acceptance Test shall be deemed completed and passed in its entirety no later than three (3) years after the Water Deployment Date

Testing Specifications - Water Read Success

The Water Read Success will test whether water Available Meters deliver billing reads to the FlexNet Base Station within the Billing Window. Water Read Success shall only include Water Route Units that are Available Meters throughout the entire Billing Window. Water Read Success only measures reads sent from the Water Route Unit to the FlexNet Base Station; it does not include on demand reads. This test is achieved when Water Read Success reaches a level of 98.5% successful reads during an agreed upon Billing Window. The Billing Window shall be agreed by the County and Sensus.

$$\text{Water Read Success} = 100 \times ((\text{number of Water Route Units read during the Billing Window}) / (\text{Water Route Units population})).$$

If Water Read Success is equal or greater than 98.5, then the County shall promptly issue written notice to Sensus that Sensus has successfully completed the Water Read Success test for the applicable Route. Such notice shall specify the applicable Route and shall state the date on which the Water Read Success test was successfully completed. This process shall continue until all Routes have successfully completed the Water Acceptance Test.

Completion of Water Acceptance Test

Once all Routes have successfully completed the Water Acceptance Test, the County shall promptly issue written notice to Sensus that Sensus has successfully completed the Water Acceptance Test for all Routes. Such notice shall specifically state that the test is successfully completed for all Routes, and shall state the date on which the test was completed for all Routes.

Sensus has no obligation to continue optimizing the system and meeting performance specifications upon the earlier of (a) all Routes successfully completing the Water Acceptance Test; (b) the three year anniversary of the Water Deployment Date; or (c) the termination or expiration of this Agreement.

Exhibit C
Statement of Work

This Exhibit C only applies if the County purchases Equipment directly from Sensus.

i. General Responsibilities.

a. Sensus will:

1. Conduct a propagation study to determine the locations best suited for installation of the FlexNet Base Stations and to ensure proper communications with end point transmitters and the RNI.
2. Install and configure the Software and shall install the Software on the Server Hardware, at the prices set forth in the Agreement or in the Customer-Distributor Arrangement.
3. Integration of the Software into the County's new or existing internal IT systems is not included in this Agreement.
4. Provide the County with the technical support set forth in Exhibit A.
5. Project Management of the AMI System is not included in this Agreement.

b. The County will:

1. Provide a key point of contact to work with Sensus to help facilitate a timely installation of the FlexNet system.
2. Provide Sensus a map of its Service Territory with latitude and longitude ("lat/lon") coordinates of its Service Territory boundaries, a list of meter locations, and a list of preferred County tower locations.
3. Work with Sensus to develop a shipping schedule to include network and metering components for the Sensus AMI System. The shipping schedule will be updated at least quarterly, but may be updated on a more frequent basis as implementation proceeds. The shipping schedule shall identify each geographic area of the deployment, the specific locations of meters (street addresses and/or lat/lon if available) in that area, and the estimated date of installation in that area. The plan shall estimate the number of meters by Sensus part number and form type to be installed for each quarter of the project until completion.
4. Be responsible for monthly fees associated with the network access for all sites where network access is needed.
5. Provide communications link (high speed DSL is preferred) between the RNI and the FlexNet Base Station. One of the following should be used to access these components: (i) Cisco VPN; (ii) Open VPN Connection; or (iii) SSH access via port 22 to Linux NC. If the County is providing SSH access, Port 22 on the firewall must be opened and redirected to the internal IP address of the Sensus RNI.
6. Purchase any routers, hubs, mounting equipment, uninterruptible power supply and/or security equipment needed to connect the RNI to the County's internal network.
7. Be responsible for the payment of any taxes, renewal, regulatory or license fees associated with the network hardware and software.
8. Be responsible for applying for and purchasing any needed work permits.

- ii. **RNI Responsibilities.** This "RNI Responsibilities" section does not apply if; (i) the County and Sensus have included Software as a Service in this Agreement and the pricing for such services is listed in Exhibit E; and (ii) the County is current in its payment for such services.
- a. **Sensus will:**
1. Install the RNI software. The County is responsible for supplying server hardware.
 2. Supply and configure the RNI software and data management software necessary to operate on the AMI system.
 3. Stage all Software and configure the RNI software for operation with the AMI System.
 4. Install the RNI software, test, and verify proper network connectivity to access the FlexNet Base Station.
 5. Commission the RNI software and provide setup and configuration of the RNI software and manage the RNI installation at the County's location.
- b. **The County will:**
1. Purchase all needed RNI server hardware equipment.
 2. Provide a location for the RNI hardware servers. The Sensus RNI must be placed behind the County's firewall.
 3. Provide a cabinet to house the server hardware when rack space is not available.
 4. Provide network cabling from server hardware to a network router.
 5. Be responsible for fees associated with acquiring and maintaining the static IP addresses needed to access network equipment located at the FlexNet Base Station site.
 6. Provide the necessary static IP addresses for the AMI System components.
 7. Provide a power source for the RNI hardware equipment.
 8. Connect the data management software to the billing system which allows for data to be imported for billing purposes.
 9. Allow a minimum of thirty (30) to forty-five (45) days from the time the FlexNet Base Station, RNI and sufficient endpoints have been operational before requiring that data be used for billing purposes.
 10. Provide any necessary equipment for software system data backup.
 11. Perform software system backup on a regular basis as recommended by Sensus.
 12. Be responsible for the FlexWare Software application provided for the exclusive use of the AMI System. The County cannot add, and/or delete applications within the FlexWare Software or the servers that house the software without the prior, written approval of Sensus.
 13. Provide 24x7x365 high speed VPN connection to the RNI computer and FlexNet Base Station network to authorized Sensus AMR Technical Services personnel for the purpose of performing system maintenance, troubleshooting and system monitoring (if the County prefers, they can require that Sensus personnel coordinate with them to have a remote login port opened only during the period Sensus requires access).
 14. Provide two (2) available network ports on the County's Local Area Network (LAN)
 15. Provide two (2) static IP addresses (Linux and Windows servers) within the County's LAN subnet to support Sensus RNI.

III. FlexNet Base Station Site Responsibilities

a. Sensus will:

1. Determine the correct FlexNet Base Station configuration for the project. FlexNet Base Stations are available in three configurations: indoor, outdoor and rack mounted.
2. Identify and hire a qualified installation team to install and commission the FlexNet Base Station equipment and make final end connections to the equipment for an agreed upon installation fee. Sensus will communicate the identity of the installation team to the County prior to installation.
3. Provide the FlexNet Base Station and antennae sufficient to receive meter data and provide the meter data to the RNI via the County's provided network.
4. Provide the following equipment for the FlexNet Base Station installation: (a) Antel BCD-87010 Omni Directional Antenna or appropriate panel antenna as required, (b) up to 200 feet of 7/8" coaxial cable per FlexNet Base Station location, (c) N/F connectors for 7/8" coaxial cable required for antenna installation connection, (d) jumpers required to attached antenna to coax and to FlexNet Base Station (length of Jumper to be determined by individual site), (e) RF Polyphaser surge current arrester, (f) grounding Kits for 7/8" coaxial cable, (g) #6 stranded grounding wire for grounding FlexNet Base Station Cabinet, (h) antenna mount and standoff for antenna installation, (i) hoisting grips to install coaxial cable and to support coax cable, (j) equipment required to pickup, transport and install FlexNet Base Station on Platform, and k) one (1) hoisting grip per coax cable and hangars as needed.
5. Have access to a ground field (supplied by the County) to properly ground the FlexNet Base Station and antenna equipment. A grounding home run will be located with each install and all grounds will be at the same potential, meaning they will be bonded together or as required by the TGB Installation Guide.
6. Mount the FlexNet Base Station cabinet (if needed) to the structure provided and identified by the County.
7. Make all data and power terminal, and antennae connections at the FlexNet Base Station Cabinet. This includes the connection from the power source (supplied by the County) and connection of the CAT 5 data line (supplied by the County) from the network access point at the site.
8. Provide all strapping hardware needed to run the data and power cables from the base of the FlexNet Base Station site to the antennae if needed.
9. Install the antenna at an agreed-upon location on the antenna structure.
10. Provide and install Andrew 7/8" coaxial cable from each FlexNet Base Station location to antenna mount location. Coax will be installed on the appropriate leg of tower or mounting structure.
11. Provide and install antenna mount with a 3 foot stand-off for the antenna installation.
12. Mount the Sensus provided Antel BCD-87010 or appropriate panel antenna for installation.
13. Install the Sensus provided RF Polyphaser and bond it to the ground buss entry location.
14. Install a 6 foot jumper from polyphaser entry port of FlexNet Base Station duplexer.
15. Ground the FlexNet Base Station to common ground with appropriate #6 ground

- wire and appropriate ground lugs.
16. Program and commission the FlexNet Base Station for proper operation.
 17. Sweep the antenna and coax line to ensure conformance to Sensus' published specifications.
 18. Perform drive-by testing to verify coverage.
 19. Not be held responsible for damage to any interior/exterior coatings on water tanks that result from welding of antenna mounts to tanks. Parties will agree to a scope of work prior to installation.
- b. **The County will:**
1. Provide an area at the FlexNet Base Station site for installation if the FlexNet Base Station is to be installed at a County provided site and prepare the site as follows:
 - A. The site must have a network connection available for the FlexNet Base Station to communicate with RNI. Suggested communications methods are Ethernet, DSL, Microwave and wireless. The Ethernet connector on the FlexNet Base Station unit is an RJ-45 type, 10/100 auto signaling rate. Minimum WAN bandwidth requirements are 128 kbps with a redundant path. Any network equipment to interface the FlexNet Base Station such as Juniper router / firewall, switches, etc. will be County provided.
 - B. The County will supply connectivity information to Sensus (IP address, default gateway, sub-net mask, etc.).
 - C. Provide suitable antenna mounting structure such as a tower, mono-pole, or building that is capable of supporting the weight of the antenna, cable, mounting hardware and wind loading.
 - D. An indoor site should have adequate room for the rack facilitating opening of both front and rear doors, and an available 120V grounded outlet within 10 feet.
 - E. An Outdoor site installation single phase 240 VAC 30 amp circuit from Meter bank to disconnect panel on FlexNet Base Station.
 - F. An Outdoor site shall have installation of FlexNet Base Station concrete support pad or suitable steel support structure with a minimum loading capacity of 600lb./sq.inch.
 - G. An Indoor site should have adequate environmental control/ventilation. Recommended environmental ranges are shown in Appendix A of the Tower Gateway Base Station Installation Manual. Although the unit is capable of operation in extreme temperatures, maintaining a moderate and constant temperature environment will promote trouble-free service and long life.
 - H. The site must have all RF and power connections properly surge arrested to prevent damage in the event of a major lightning strike. A Halo type building ground installation with a tie available to connect to the rack ground bar is recommended; Motorola R-85 grounding specification preferred.
 - I. The County to supply a cable bridge between the antenna mounting structure and the indoor/outdoor FlexNet Base Station site if and as needed.
 - J. For each outdoor basestation that is required at your location, you are responsible to provide two (2) additional ports on your LAN and one (1) additional port for each indoor basestation
 2. Provide the necessary trenching of the power line, conduit, and cabling needed to supply power from the power source outlet to the base station cabinet. All electrical equipment will be installed in accordance with local codes.

3. Provide network access at the site where the FlexNet Base Station is to be installed. The County should consult with a Sensus representative regarding the available options for network connections between FlexNet Base Station and RNI.
4. Provide CAT 5 UV and weather resistant network cable from the network service provider access link to the cabinet.
5. Provide any conduit or trenching needed to run the data cable to the FlexNet Base Station. The County is responsible to assure that data cable is located within 1 foot of the final location of the FlexNet Base Station.
6. Provide padlocks at each FlexNet Base Station location for security purposes.
7. Install grounding material at the location of the FlexNet Base Station installation. At a minimum, the material should consist of # 4 or #2 stranded copper wire which will connect to the FlexNet Base Station.
8. Provide access to a proper ground field at the FlexNet Base Station site to enable Sensus to properly ground the FlexNet Base Station and antenna equipment.
9. Be responsible for getting access/permission to any structure that is not owned by the County .

iv. Echo Transceiver / Remote Transceiver Responsibilities

a. Sensus will:

1. Provide mounting brackets for installation.
2. Identify the optimum location to install the Echo Transceiver/Remote Transceiver and communicate those locations to the County.
3. Echo Transceiver/Remote Transceiver locations will be identified only after sufficient FlexNet Base Stations and endpoints have been installed and it is apparent that additional infrastructure in the form of Echo Transceivers/Remote Transceivers is required to optimize system performance.
4. Install the Echo Transceiver/Remote Transceiver units and ancillary equipment necessary to a structure.

b. The County will:

1. Provide a 120 VAC power source and cable run, in compliance with local code, to the point where each Echo Transceiver/Remote Transceiver will be installed to supply all necessary power requirements. These boxes can be installed on top of poles, buildings, etc. For such cable runs, 18 AWG UV and weather resistant power cable for runs less than 470 ft. and 16 AWG for runs less than 750 ft. are needed.
2. Initiate, coordinate and acquire authorization for installation crews to climb poles, buildings and other structures necessary to safely affix cable runs as needed for the installation of the Echo Transceivers/Remote Transceivers.
3. Provide adequate electricity to the Echo Transceiver/Remote Transceiver locations and be responsible for any and all recurring electricity charges for Echo Transceiver/Remote Transceiver operations.
4. Be responsible for on-going maintenance and support of the equipment after installation.

v. Endpoints & Field Installation Responsibilities

a. Sensus will:

1. Install or hire a qualified installation contractor to install all Endpoints to be used in

the AMI System.

2. Be responsible for quality assurance for their personnel and/or an installation contractor as it relates to proper installation of Endpoints.
 3. Visit and troubleshoot Endpoints that are not reporting into the system. Investigate any non-reporting Endpoints to ensure that there are no cut wires, improper installations, improper programming and resolve all data entry errors in the system.
 4. Assign an internal and/or installation contractor auditor to ensure installation work is correct. Sensus will train this individual to properly identify and correct any known problems in the field. This individual will be the primary contact to troubleshoot, identify and correct non reporting Endpoints and installation errors.
 5. Once the installer has completed troubleshooting of installation issues, Sensus will investigate the remaining Endpoints to identify and fix any coverage issues.
 6. Be responsible to rent or purchase approved handheld programming devices in sufficient quantities to meet the demands of the installers.
- b. **The County will:**
1. Purchase Endpoints. "Endpoint", in this Exhibit only, means a Sensus meter or a Sensus SmartPoint Module installed on a third party meter.
 2. Work with Sensus to ensure the safe installation of the Endpoints.

**Exhibit D
Software Listing**

THIRD PARTY SOFTWARE		
	Software	Version
BUNDLED THIRD PARTY SOFTWARE	Apache Tomcat	Version 5.5.23
	Apache Camel	Version 2.5
	Geos	Version 2.2.3-1
	Java	Version 1.6.20
	JMS/Active MQ	Version 5.4.2
	Ntpd	Version 3.9
	Open LDAP	Version 2.3.43-3
	Open SSH	Version 4.4
	Open SSL	Version 0.9.8e-7
	Perl	Version 5.8.8
	PostgreSQL	Version 8.4
	Spring Framework	Version 3.0.5
	Apache HTTP Server	Version 2.2.3
	copSSH	Version 2.1.0
	cURL	Version 7.15.5-2
	PostGIS	Version 1.3.5-1
	Sarissa	Version 0.9.7.1
ImageMagick	Version 6.2.8.0-4	
Ghostscript	Version 8.15.2-9.4	
NON- BUNDLED THIRD PARTY SOFTWARE	Database: Oracle OR MS SQL Server	Oracle 11g MS SQL Enterprise 2008 R2
	MS Windows Server 2003 (Stats)	Enterprise Edition (64 bit installation)
	MS Windows Server 2008 (Database/Parser)	Enterprise Edition (64 bit installation)
	RedHat Linux	RedHat Enterprise Linux AS 5.8.Premium Edition
	Big Brother or HP Open View	Version 3.1 Version 7.51 or newer
	Red Gate SQL Backup or Veritas Netbackup	Standard Edition Version 6.0 or newer
	Google Earth	Version 4.1 or newer
SENSUS SOFTWARE LIST		
	Software	Version
FLEXWARE™ SOFTWARE	Sensus RNI	Version 3.1
	FlexNet Base Station Software	Version 100120
DA SOFTWARE	PowerVista™ Application	The County will only have a license to the DA Software ONLY TO THE EXTENT (i) pricing for the specific item of DA Software is specifically included in Exhibit E to this
	SCADA-Xchange™ Software	

		Agreement or in the Customer-Distributor Arrangement; and (ii) the County is current in its payments for that specific item of DA Software
HARRIS SOFTWARE LIST		
MeterSense MDM (Logic)		The County will only have a license to the Harris Software ONLY TO THE EXTENT (i) pricing for the specific item of Harris Software is specifically included in Exhibit E to this Agreement or in the Customer-Distributor Arrangement and (ii) the County is current in its payments for that specific item of Harris Software
Rules Editor		
Outage Supervision		
Advanced Reporting		
Distribution Optimization		
Customer & Home Connect		
Weather Data Interface		
Interface to Customer Information System (CIS)		
Interface to Geographic Information System (GIS)		
Supervisory Control and Data Acquisition (SCADA) Integration		The MeterSense MDM (Logic) requires the County to use oracle 11g standard Edition License and requires the County to use RedHat Enterprise Linux AS 6.2 Premium Edition.

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

Customer License Agreement

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

8. To enable Harris to provide effective support, the County shall allow Harris to have remote access to the Harris Software and shall permit Harris to use online diagnostics if required during problem diagnosis

If Sensus is providing the County with a license to use RedHat Linux Software, the County agrees to the following:

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

Subscription:

Red Hat Enterprise Linux

JBoss Enterprise Middleware

End User License Agreement:

http://www.redhat.com/licenses/rhel_rha_eula.html

http://www.redhat.com/licenses/jboss_eula.html

Exhibit E – Pricing
See Attached

Attachment 1-Scope of Services for Statement of Work No. 1
 St Johns County CCHUSA Pricing Summary
 15-May-13

Description of Work		Sensus Materials	CCHUSA Materials	CCHUSA Labor	Base Bid
Meters (Unit Price)		\$ 2,543,430.15			\$ 2,543,430.15
CCHUSA Equipment Installation (Unit Price)				\$ 593,624.37	\$ 593,624.37
CCHUSA Materials (Unit Price)			\$ 69,514.50		\$ 69,514.50
SRF Management (Monthly Reports, Final Closeout, Site Visit Coordination), Lump Sum				\$ 36,190.00	\$ 36,190.00
Overall Program QA/QC (Scope/Schedule Mgt, QA/QC, RFIs/Change Orders) T&M, Not to Exceed				\$ 77,400.00	
Public Outreach Fee (T&M, Not to Exceed)				\$ 37,800.00	\$ 37,800.00
GENERAL CONDITIONS (Lump Sum)		TOTAL DIRECT COSTS	\$ 2,543,430.15	\$ 69,514.50	\$ 745,014.37
					\$ 3,357,959.02
SALES TAX		SUBTOTAL	\$ -	\$ 75,836.80	\$ 75,836.80
			\$ 6.00%	\$ 4,170.87	\$ 49,251.07
CONTINGENCY		SUBTOTAL	\$ 4,170.87	\$ 49,251.07	\$ 53,421.94
			5.00%	\$ 3,684.27	\$ 43,505.11
PIP BONDS		SUBTOTAL	\$ 3,684.27	\$ 43,505.11	\$ 174,360.89
			2.50%	\$ 1,934.24	\$ 22,840.18
GENERAL LIABILITY		SUBTOTAL	\$ 1,934.24	\$ 22,840.18	\$ 24,774.42
			1.23%	\$ 951.65	\$ 11,237.37
		SUBTOTAL	\$ 951.65	\$ 11,237.37	\$ 12,189.02
		TOTAL COSTS	\$ 2,670,601.66	\$ 80,255.53	\$ 947,684.91
					\$ 3,698,542.09
TOTAL SENSUS CONTRACT AMOUNT					

Owner Furnished Equipment
 4,000 lds at \$27 each

GRAND TOTAL FOR PROJECT
 \$ 108,000.00
 \$ 3,806,542.09

- NOTES:
1. Unit price items will be billed in accordance with the unit price schedule attached
 2. Lump sum items will be billed on a percent complete basis or as appropriate
 3. T&M items will be billed based on a time and materials basis with a not to exceed price

Exhibit E

**PROJECT QA/QC OVERSIGHT, PUBLIC OUTREACH, AND SRF COORDINATION FOR PONTE VEDRA METER
REPLACEMENT PROJECT**

	Total Cost
Task 1: SRF COORDINATION (Lump Sum)	\$ 36,190.00
Monthly Report Preparation	
Final Closout Report	
Call with SRF coordinator for every 2 weeks for 1 hr each for 30 weeks	
Site visit with SRF coordinator - 6 visits at 4 hrs ea.	
Task 2: Overall Program Oversight and QA/QC (Not to exceed)	\$ 77,400.00
Scope and Schedule Management	
QA/QC for field installation	
QA/QC for Programming	
Monitoring of quantities and change Order Processing	
Task 3: Public Outreach (Not to Exceed)	\$ 37,800.00
Assume 6 hrs/week for 30 weeks	
GRAND TOTAL OFFICE SUPPORT FOR PROJECT	\$ 151,390.00
Assume a project duration of 30 weeks	

Exhibit E

Attachment 1-Scope of Services for Statement of Work No. 1
St Johns County CCI-USA-CCI/USA BASIS OF ESTIMATE & ASSUMPTIONS

5/15/2013

GENERAL EXCLUSIONS

1. Environmental permitting, abatement, endangered species survey, etc
2. Working in hazardous or contaminated soil or groundwater
3. Landscaping or irrigation design, new construction

GENERAL ASSUMPTIONS

1. No towers are to be installed. Cellular communications
2. Assume 25 feet for cable length, conduit etc. between existing tower and TGB at three locations
3. Assumptions for cost are based on unit price for TGB work
4. All items beyond Item No. 15 (M520 Single Transmitters) on the sheet entitled "St Johns County CCI-USA-Unit Pricing Meter and Associated Work" are "ADD-ON" pricing that is to be performed in conjunction with the work included in Items No. 1 through 14 at the same location during the same site visit, and not stand-alone pricing

5/8" to 3/4" meters

Labor

Mobile Assembly Line - Residential meters 6 to 7 workers

Equipment

4 Utility Truck
1 Small Tools

1. All general assumptions & exclusions apply unless otherwise noted
2. Assumed picking up meters and other related materials at warehouse within project limits
3. Assume all material are FOB by supplier, material vendors or Owner, i.e., gaskets, washers, sealant, gel-caps, bolts, screws, hardware, etc.
4. Assuming most of these are below grade in a meter box and relatively easy access. Minimal excavation required
5. Assuming replacement cost for concrete box is based on a standard size for meters (3/4" or less).

1-1/2" Meter to 4" Meters

Labor

2 Utility Workers

Equipment

1 Lull/fork lift
1 Utility Trucks
1 Tool Trailer
1 Chop Saw
1 Small Tools

1. All general assumptions & exclusions apply unless otherwise noted
2. Assumed picking up meters and other related materials at warehouse within project limits
3. Assumed contractor to assist water authority to shut off water if by pass is not available
4. Assume all materials are FOB by supplier, material vendors or client to provide gaskets, washers, sealant, gel-caps, bolts, screws, hardware, etc.
5. Assuming most of these are below grade or in a suitable box with a removable lid. Some dewatering required. No excavation required.
6. Assume item 42 is necessary only if installer has to provide heavy equipment to remove vault lids, large meter assemblies, etc. Typically utility crews provide this service to assist installer
7. Assume removal and installation of new meter is flange to flange.
8. Assume about 4 installations per day per crew. One crew.

6" meters

Labor

1 Crew Chief
2 Utility Workers

Equipment

1 Rubber Tire Backhoe
1 Utility Trucks

Exhibit E

**Attachment 1-Scope of Services for Statement of Work No. 1
St Johns County CCI-USA-CCI/USA BASIS OF ESTIMATE & ASSUMPTIONS**

5/15/2013

1 Tool Trailer
1 Chop Saw
1 Small Tools

1. All general assumptions & exclusions apply unless otherwise noted
2. Assumed picking up meters and other related materials at warehouse within project limits
3. Assumed contractor to assist water authority to shut off water if by pass is not available
4. Assume all materials are FOB by supplier, material vendors or client to provide gaskets, washers, sealant, gel-caps, bolts, screws, hardware, etc.
5. Assuming most of these are below grade or in a suitable box with a removable lid. Some dewatering required. No excavation required.
6. Assume Item 42 is necessary only if installer has to provide heavy equipment to remove vault lids, large meter assemblies, etc. Typically utility crews provide this service to assist installer
7. Assume removal and installation of new meter is flange to flange.
8. About 3 installations per day per crew. One crew.

8" meters

Labor

1 Crew Chief
2 Utility Workers

Equipment

1 Lull/fork lift
1 Utility Trucks
1 Tool Trailer
1 Chop Saw
1 Small Tools

1. All general assumptions & exclusions apply unless otherwise noted
2. Assumed picking up meters and other related materials at warehouse within project limits
3. Assumed contractor to assist water authority to shut off water if by pass is not available
4. Assume all materials are FOB by supplier, material vendors or client to provide gaskets, washers, sealant, gel-caps, bolts, screws, hardware, etc.
5. Assuming most of these are below grade or in a suitable box with a removable lid. Some dewatering required. No excavation required.
6. Assume Item 42 is necessary only if installer has to provide heavy equipment to remove vault lids, large meter assemblies, etc. Typically utility crews provide this service to assist installer
7. Assume removal and installation of new meter is flange to flange.
8. Assuming most of these are above ground or easy access. No excavation required
9. About 2 installations per day per crew. One crew.

10" meters

Labor

1 Crew Chief
2 Utility Workers

Equipment

1 Lull/fork lift
1 Utility Trucks
1 Tool Trailer
1 Chop Saw
1 Small Tools

1. All general assumptions & exclusions apply unless otherwise noted
2. Assumed picking up meters and other related materials at warehouse within project limits
3. Assumed contractor to assist water authority to shut off water if by pass is not available
4. Assume all materials are FOB by supplier, material vendors or client to provide gaskets, washers, sealant, gel-caps, bolts, screws, hardware, etc.
5. Assuming most of these are below grade or in a suitable box with a removable lid. Some dewatering required. No excavation required.
6. Assume Item 42 is necessary only if installer has to provide heavy equipment to remove vault lids, large meter assemblies, etc. Typically utility crews provide this service to assist installer
7. Assume removal and installation of new meter is flange to flange.
8. Assuming most of these are above ground or easy access. No excavation required

Exhibit E

**Attachment 1- Scope of Services for Statement of Work No. 1
St Johns County CCI-USA-CCI/USA BASIS OF ESTIMATE & ASSUMPTIONS**

5/15/2013

9. About 1 installations per 1/2 day per crew. One crew.

4", 6" and 8" Fire Meters

Labor

- 1 Super/PM
- 2 Certified Fire Protection Utility Workers
- 1 Fire Watchman if required

Equipment

- 1 Lull/fork lift
- 1 Utility Trucks
- 1 Tool Trailer
- 1 Chop Saw
- 1 Small Tools

1. Assume coordinating with Fire Marshal and Water Authority
2. Assume acquiring a local fireman for fire watch.
3. Assuming that the fire line will not require a temporary bypass when performing the work
4. Assume all materials are FOB by supplier, material vendors or client to provide gaskets, washers, sealant, gel-caps, bolts, screws, hardware, etc.
5. Assumed providing 48 hrs notice to the respective authorities prior to scheduling and commencing the work
6. Assumed picking up meters and other related materials at warehouse within project limits
7. Assumed that if meter is in vault coordinate with Water Authority for assistance to remove cover
8. Assume removal and installation of new meter is flange to flange.
9. Item 42 is necessary only if installer has to provide heavy equipment to remove vault lids, large meter assemblies, etc. Typically utility crews provide this service to assist installer
10. Assuming most of these are below grade or in a suitable box with a removable lid. Some dewatering required. No excavation required.
11. About 1 installation per day per crew. One crew.

TGB Work (None required)

1. Assume sub contracting most of this work to electrical contractor
2. Assume self performing the concrete slab.
3. Assume any tower work will be subcontracted out.

██████████ 450 North Gallatin Avenue
 ██████████ P.O. Box 487
 ██████████ Uniontown, PA 15221 USA

1-800-MeterIt
 1-800-638-3748
 www.sensus.com

QUOTATION
 Your Quote Number: 21507
 Reference: PONTE VEDRA BCH

SENSUS

Bill to Customer: 717193

Ship to Customer: 11

ST JOHNS COUNTY UTILITY DEPT

ST JOHNS COUNTY UTILITY DEPT
 2104 ARC DR

1205 SR 16
 SAINT AUGUSTINE FL 32084

USA

SAINT AUGUSTINE FL 32084

Salesman: MACHINSKI GRIFF
 Terms: NET 30 DAYS

Effective Date: 10/06/12
 Expiration Date: 6/30/14

Line	Description	Quantity	U/M	US Dollar Unit Price
1	Part#: T1 METER 1-1/2" OMNI T2 TURBO	1	EA	667.230
2	Part#: T2 METER 2" OMNI T2 TURBO	1	EA	791.450
3	Part#: T3 METER 3" OMNI T2 TURBO	1	EA	986.240
4	Part#: T4 METER 4" OMNI T2 TURBO	1	EA	1,920.070
5	Part#: T6 METER 6" OMNI T2 TURBO	1	EA	3,456.750
6	Part#: T8 METER 8" OMNI T2 TURBO	1	EA	5,668.250
7	Part#: T10 METER 10" OMNI T2 TURBO	1	EA	7,390.250
8	Part#: C1 METER 1-1/2" OMNI C2 COMPOUND	1	EA	975.000
9	Part#: C2 METER 2" OMNI C2 COMPOUND	1	EA	1,125.000
10	Part#: C3 METER 3" OMNI C2 COMPOUND	1	EA	1,425.000

This Quotation is an offer to sell which includes and is subject to the Sensus Metering Systems Terms of Sale available for viewing and downloading at <http://www.sensus.com/te> Please contact Customer Service at 1-800-638-3748 if you are unable to access this site and require a printed copy of the Terms of Sale.

450 North Gallatin Avenue
P.O. Box 487
Uniontown, PA 15221 USA

1-800-MeterIt
1-800-638-3748
www.sensus.com

Your Quote Number: 21507



US Dollar

Line	Description	Quantity	U/M	Unit Price
11	Part#: C4 METER 4" OMNI C2 COMPOUND	1	EA	2,475.000
12	Part#: C6 METER 6" OMNI C2 COMPOUND	1	EA	4,275.000
13	Part#: C8 METER 8" OMNI C2 COMPOUND	1	EA	6,672.750
14	Part#: C10 METER 10" OMNI C2 COMPOUND	1	EA	8,610.000
15	Part#: F4C METER 4"OMNI F2 COMPACT LENGTH	1	EA	5,576.420
16	Part#: F6C METER 6"OMNI F2 COMPACT LENGTH	1	EA	6,645.460
17	Part#: F8C METER 8"OMNI F2 COMPACT LENGTH	1	EA	11,060.000
18	Part#: F10C MTR 10"OMNI F2 COMPACT LENGTH	1	EA	15,820.000
19	Part#: I2X1GMXX METER 3/4S" IPERL 100 GALLON, 4 WHEEL 5B W/6' TRPL 2 WIRE CABLE W/7.5" LL	1	EA	94.000
20	Part#: I4X1GMXX METER 1" IPERL 100 GALLON, 4 WHEEL 5B W/6' TRPL 2 WIRE CABLE W/10-3/4" LL	1	EA	126.600
21	Part#: SM50530600001 TRPL HOUSING ASSY, BLACK F/MTR TO BE SOLD W/METER ONLY	1	EA	10.320

This Quotation is an offer to sell which includes and is subject to the Sensus Metering Systems Terms of Sale available for viewing and downloading at <http://www.sensus.com/te> Please contact Customer Service at 1-800-638-3748 if you are unable to access this site and require a printed copy of the Terms of Sale.

██████████ 450 North Gallatin Avenue
 ██████████ P.O. Box 487
 ██████████ Uniontown, PA 15221 USA

1-800-MeterIt
 1-800-638-3748
 www.sensus.com

Your Quote Number: 21507



US Dollar

Line	Description	Quantity	U/M	Unit Price
22	Part#: S50 S50 SINGLE TRANSCEIVER LONG RANGE RADIO BASE STATION SPEC TO BE ADVISED	3	EA	65,000.000
23	Part#: 5396383700048 INSTALL BS STATION INDOOR	3	EA	.000
24	Part#: TGB TGB-SPEC TO BE ADVISED	1	EA	65,000.000
25	Part#: 5396353752201MI M520M TRANSCEIVER UNIT PIT SET, SINGLE PORT TOUCHCOUPLER, LEAK DETECTION, HOURLY READ & INTERVAL DATA	1	EA	128.750
26	Part#: 5396353752203MI M520M TRANSCEIVER UNIT PIT SET, DUAL PORT TOUCHCOUPLER, LEAK DETECTION HOURLY READ & INTERVAL DATA	1	EA	139.050
27	Part#: 5390753755501 AR5501 HAND HELD DEVICE TOUCHREAD UNIT COMMAND LINK ABILITY 910-0011261	4	EA	5,611.360
28	Part#: 5390753750601 AR5006 COMMUNICATION AUXILIARY CHARGING STAND W/POWER AND COMMUNICATION CABLES 910-0009097	4	EA	722.740
29	Part#: 5396353704404 SMART POINT COMMAND LINK	1	EA	431.520
30	Part#: 5390733755003 RECEIVER & BRACKET FOR GPS AR5500 940-0011269	1	EA	645.810

This Quotation is an offer to sell which includes and is subject to the Sensus Metering Systems Terms of Sale available for viewing and downloading at <http://www.sensus.com/te> Please contact Customer Service at 1-800-638-3748 if you are unable to access this site and require a printed copy of the Terms of Sale.

██████████ 450 North Gallatin Avenue
 ██████████ P.O. Box 487
 ██████████ Uniontown, PA 15221 USA

1-800-MeterIt
 1-800-638-3748
 www.sensus.com

Your Quote Number: 21507

SENSUS

US Dollar

Line	Description	Quantity	U/M	Unit Price
------	-------------	----------	-----	------------

-
 -
 Project Management fees include one Project Manager dedicated for 10 hours a week (40 hours/month) and two (2) onsite trips per month at \$1500.00/trip. Overall cost estimate at \$8000.00 per month through the life of the project. Additional hours/trips needed can be addressed on an as needed basis and managed through the change order process.

-
 -
 FULL FREIGHT ALLOWED ON 96 - 5/8" METERS OR MORE OR \$5000 OR MORE PER ORDER.
 FOB SHIPPING POINT.

IF MODIFICATIONS IN METER MATERIALS OR PROCESSING ARE REQUIRED TO MEET NEW REGULATIONS, THE PRICING SUBMITTED IS SUBJECT TO IMMEDIATE CHANGE
 Thank you for your interest in quality products by Sensus.

Current as of: 9/11/13

Correspondence:

SENSUS

207 WINDMERE DRIVE
 BOWLING GREEN, KY 42103

Purchase Orders:

SENSUS

PO BOX 487

UNIONTOWN, PA 15401

PHONE: 800-METER-IT

800-638-3748

ROBERT WHITTAKER Regional Sales Manager

This Quotation is an offer to sell which includes and is subject to the Sensus Metering Systems Terms of Sale available for viewing and downloading at <http://www.sensus.com/it> Please contact Customer Service at 1-800-638-3748 if you are unable to access this site and require a printed copy of the Terms of Sale.

Exhibit F – Electronic Funds Transfer Form
See Attached

For Direct Deposit

Electronic Funds Transfer (EFT) Form

Type of Request (check one): START CHANGE STOP Vendor# _____

Company Name: _____ (Office use only)

Address: _____

City, State and Zip: _____

Fein/SSN Number: _____

Contact Person(s): _____

Telephone Number: () _____ Fax: () _____

E-Mail Address: _____

Bank Name: _____

Bank Address: _____

Account Name: _____

ACH Routing #: _____ Bank Account #: _____

(Due to system constraints account number is limited to 18 or less digits.)

Select Account Type: Checking Savings

Bank Contact Name: _____

Telephone Number: () _____ (required)

Bank and Remittance Option: (Select One)

E-Mail Notification for Remittance: Yes No

I certify that the information above is true and correct and That I, as a representative for the above named company, hereby authorize **ST JOHNS COUNTY** Accounts Payable to electronically deposit payments to the designated bank account. And if necessary, **ST JOHNS COUNTY** will contact the designated contact person, to initiate debit entries and adjustments for any entries in error to the account as designated above. This authority remains in full force until **ST JOHNS COUNTY** Accounts Payable receives written notification requesting a change or cancellation.

Authorized Signature: _____ Date: _____

Title: _____

Phone Number: () _____

Please return completed form to:
Clerk of Courts, St Johns County
BCC Finance: Angela Foster
4010 Lewis Speedway
St Augustine, Florida 32084
904-819-3600 ext. 4349