



AGREEMENT FOR SENSUS SERVICES

This **Agreement for Services** (this "**Agreement**"), dated as of December 1, 2022 (the "**Effective Date**"), is by and between Sensus USA Inc., a North Carolina corporation, with offices located at 637 Davis Drive, Morrisville, North Carolina 27560 ("**Service Provider**") and Columbia County Board of County Commissioners, a Florida municipality, with offices located at 135 North East Hernando Avenue, Suite 203, Lake City, Florida 32055 ("**Customer**" and together with **Service Provider**, the "**Parties**", and each a "**Party**").

WHEREAS, Service Provider has the capability and capacity to provide certain meter exchange services; and

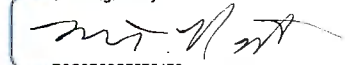
WHEREAS, Customer desires to retain Service Provider to provide the said services, and Service Provider is willing to perform such services under the terms and conditions hereinafter set forth:

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Service Provider and Customer agree as follows:

1. **SERVICES.** Service Provider shall provide to Customer the services (the "**Services**") set out in one or more statements of work (each, a "**Statement of Work**"). The initial Statement of Work is attached hereto as Exhibit A. Additional Statements of Work shall be deemed issued and accepted only if signed by representatives of Service Provider and Customer.
2. **TERM.** This Agreement shall commence on the Effective Date and continue in effect until terminated as provided in the Standard Terms and Conditions (as defined below).
3. **COMPENSATION AND PAYMENT.** As consideration for providing the Services in accordance with the Statement of Work, Customer agrees to pay the Service Provider the amounts specified in the applicable Statement of Work. Expenses shall be paid solely in accordance with the Standard Terms and Conditions unless superseded by an applicable Statement or Work
4. **ADDITIONAL CONDITIONS.** The Terms and Conditions for Services – Xylem Americas set forth in Exhibit B attached hereto are hereby incorporated by reference herein and shall be deemed incorporated into all Statements of Work.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the day and year first above written.

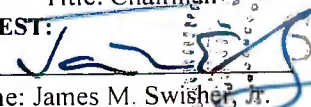
SERVICE PROVIDER:

By: 
 Name: Mark Newton
 Title: VP Sales - NA Utilities

CUSTOMER:

By: 
 Name: Rodney Swisher, Jr.
 Title: Chairman

ATTEST:

By: 
 Name: James M. Swisher, Jr.
 Title: Clerk of Court

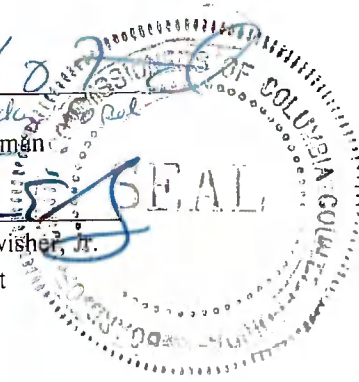




Exhibit A

STATEMENT OF WORK #1

This Statement of Work #1 (the "SOW") is entered into as of ____ ("SOW Effective Date"), by and between Sensus USA Inc., a North Carolina corporation, with offices located at 637 Davis Drive, Morrisville, North Carolina 27560 ("Service Provider") and Columbia County Board of County Commissioners, a Florida municipality, with offices located at 135 North East Hernando Avenue, Suite 203, Lake City, Florida 32055 ("Customer"). The Standard Terms and Conditions attached as Exhibit B govern this SOW and are hereby incorporated into this SOW by reference.

General Description of Project: "See Attached USA SOW# CFWFL-1"

Description of Specific Services: "See Attached USA SOW# CFWFL-1"

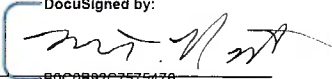
Deliverables:

1. Description of Deliverables: "See Attached USA SOW# CFWFL-1"
2. Schedule of Delivery of Work Product and/or Services: "See Attached USA SOW# CFWFL-1"

Fees & Expenses:

1. Schedule of payment: Net 30 Days from date of invoice. Materials invoiced on date of shipment. Services invoiced as completed.

XYLEM SERVICE PROVIDER:

DocuSigned by:

By: _____
Name: Mark Newton
Title: VP Sales - NA Utilities

CUSTOMER: Board of County Commissioners

By: 
Name: Rocky Ford
Title: Chairman



UTILITY SERVICES ASSOCIATES, LLC

"Delivering the Future of Meter Reading to Utilities Today!"

Statement of Work Proposal

(USA SOW# **CFWFL-1**)

To



8601 Six Forks Road, Suite 700, Raleigh, NC 27615

For



**Columbia
County
Utilities**

Columbia County Utilities
135 NE Hernando Avenue, Suite 203
Lake City, FL 32055



Sensus RF Drive-By

AMR Metering Project

November 08, 2022

Bob Brown, GM & Contracts Administrator

UTILITY SERVICES ASSOCIATES, LLC

3635 River Road

Theodore, AL 36582

501-590-5045

usametering@live.com

Executive Summary

We appreciate the opportunity for **Utility Services Associates ("USA")** to submit a quote to provide Subcontract Technical and Data Mgmt. services for the **Sensus**, a Xylem Co. ("**SXI**") project for **Columbia County, FL** ("**CFWFL**") (in Fort White, FL) for your consideration. Clear procedures, shared timelines, and strong communications are highly valued by **USA**, and are essential to assuring a successful project. Further, a successful and satisfactory project requires interaction of each of the parties as a Team, with each Team member fulfilling specific responsibilities in a diligent and timely manner. This Statement of Work will define the project's scope and the responsibilities of each party as they pertain to the services being provided.

Quote To (Primary)	SENSUS , a Xylem company (" SXI ")
Client Utility	Columbia County Commissioners/Columbia County Utilities, FL
Deployment SubContractor	Utility Services Associates, LLC. ("USA")
Project Name	SENSUS } USA AMI Metering Project (USA SOW# CFWFL-1)
USA Data Hosting Sub:	ComputerNetwork, Inc ("CNI") (WO Mgmt App & Remote Hosting Svc.)
Tentative Project Duration	Est: 30 work days (Excepting potential monthly read-cycle "blackouts".)
Tentative Begin Date	Dec. 12, 2022 or as otherwise negotiated
Completion Deadline	April, 2023 (Assumes availability of all material components)

Work Requirements

USA will dedicate resources in the form of Subcontract Technical and Data Management Services (*Non-Construction*) for the proposed project upon mutual agreement of terms defined within this Statement of Work.

SXI or its distributor shall provide and deliver any required project materials and supplies (e.g. - meters, meter gaskets/washers, MXUs, TC assemblies, terminal connectors, etc., as required, to a secure material storage location to be provided by the Client Utility. As applicable, the Client Utility or **SXI** shall also provide any Utility-specific register or endpoint programming parameters or configuration (F-L 2577 file) for upload into **SENSUS** Field-Logic on **USA**'s Trimble HHDs. Field-Logic app and configuration file should both be versions currently in use by Client Utility personnel.

SXI shall assure that all project route file information relevant to target services is supplied, in electronic format suitable for import into **USA**'s WO Mgmt system, to **USA** by the **Client Utility** well in advance of Start Date. Completion data shall be returned daily for the previous day's activities via email in a daily Service-Order Report (SO Rpt) to **SXI** and Client Utility designated recipients in *.xlsx Excel format. However, if Client Utility also requires custom-formatted return data for direct import into Client Utility's Billing/CIS, the Client utility shall also provide the lay-out and parameters of desired "Export file" formatting (e.g. - "delimited text", "fixed-width text", etc), and shall test **USA** submitted sample Export(s) well in advance of project start as needed to assure proper formatting.

SXI shall also assure that completion return data is diligently imported into **Client Utility** billing/CIS database in a timely fashion and regularly perform test reads of completed service locations. **USA** should be notified promptly of any **USA** issues requiring correction to assure a high level of Quality Control.

Project Scope and Discount Pricing

Field Services: Generally consistent with "Exhibit 1" attached, and as coordinated between Client Utility and **USA** Project Manager, **USA** shall, during a single pass through service area locations by Client Utility route & read sequence, provide Subcontract Technical and Data Mgmt services to exchange existing residential-size meters ($\leq 1''\varnothing$) with **Sensus IPerl** Water Meters and commercial size meters ($1.5-4''\varnothing$) with **Sensus Omni** water meters, all of same size and "lay-length" as existing meters at assigned service locations. **USA** shall additionally install and program (commission) a **Sensus 520M** MXU at each meter service using **Sensus FieldLogic** app and **SXI** provided configuration file for FlexNet or Drive-By communication as applicable.

As a valued and regular client of **USA**, a "Valued-Client" discount is offered to **SXI** contingent upon payment of each project invoice in accordance with Payment Terms outlined herein.

Item#	Min. Qty's. (****)	Labor & Services Only unless Noted as [Mat'l]	Base Rates	Discount Rates (%)
1	1	Work Site Mobilization	\$ 3,789.40	\$ 3,599.93
2	1	Project Management	\$ 23,684.20	\$ 22,499.99
3	340	[MCH] Exchange 3/4" Meter to Sensus iPerl & Install 520M MXU	\$ 54.00	\$ 51.30
4	30	[MCH] Exchange 1" Meter to Sensus iPerl & Install 520M MXU	\$ 57.60	\$ 54.72
5	2	[MCH] Exchange 1.5" Meter to Sensus Omni & Install 520M MXU	\$ 285.00	\$ 270.75
6	4	[MCH] Exchange 2" Meter to Sensus Omni & Install 520M MXU	\$ 428.20	\$ 406.79
7	2	[MCH] Exchange 3" Meter to Sensus Omni & Install 520M MXU	\$ 622.40	\$ 591.28
8	2	[MCH] Exchange 4" Meter to Sensus Omni & Install 520M MXU	\$ 788.20	\$ 748.79
9	0	Dual Meter Pit (Box) Install (As Req'd)	\$ 43.40	\$ 41.23
10	0	Meter Pit (Box) Relocation/Adjustment Reset (As Req'd)	\$ 72.00	\$ 68.40
11	0	Meter Pit (Box) Replacement (As Req'd)	\$ 47.20	\$ 44.84
12	0	Meter Pit Lid Drilling (As Req'd)	\$ 18.80	\$ 17.86
13	1	Elec. Data Mgmt (WO Mgmt App Lic & Prjct setup on server) (INCLUDED)	\$ 1,052.60	\$ 999.97
14	380	Electronic Data Mgmt (Collection, Return & Rptg) (***) (INCLUDED)	\$ 1.60	\$ 1.53
15	As encountered	[ADT] Assigned WO visits/audits w/o Mtr exchange for reason indicated.	\$ 19.60	\$ 18.62
16R	(**)	USA Labor Rate per man hr. / (#16S: Stand-by Rate = +30%)	\$ 55.56 (\$ 72.23)	\$50.00 (N/D)

* **Discount Pricing Eligibility:** Discount Rates quoted above (which already include a 5 % "Valued-Client" discount off **Base Rate pricing**) are applied on a per-Invoice basis only IF project invoice is paid in full according to payment terms as defined in "**Terms and Conditions**" section below. "Stand-by" Labor, if incurred, is not Discount eligible.

** **USA Stand-by Labor Rate (Item # 16S):** (See **SXI** Responsibilities Section regarding project delays)

*** **Minimum project quantity/billing provisions as specified in "**Terms and Conditions**" section below will apply.**

Utility Services Associates (USA) Responsibilities

USA will furnish all labor, tools, and equipment supplemental to the Project Materials, Supplies and Programming Equipment that shall be supplied by **SXI** or the Client Utility as necessary for the proper and satisfactory performance of the Contract Services. **USA** will provide all Services typically required in the industry for the type of Services contracted.

In addition to daily SO Reports, **USA** will submit a Project Status Summary and Inventory Management Report (as applicable) upon completion to the **SXI** Project Manager and to Utility-designated recipients.

USA will designate one or more persons to be the Project Supervisor and who will be the authorized representative(s) of **USA** in connection with Services on site. Any desired contract change-orders, overall project scheduling changes, or electronic data return or reporting changes shall be directed to **USA**'s General Manager as Contract Administrator.

Unless otherwise specified and as applicable, **USA** will be responsible for inventory management of any Project Materials and Supplies provided by **SXI**, and/or its distributor, and/or the Client Utility.

USA will commence the Services within 14 days of being notified by **SXI** to begin the Services, or as otherwise expressly agreed by **USA** and **SXI**, but in no event before all project meters and/or endpoints (as applicable) are delivered.

USA will diligently cooperate with Client Utility and **SXI** as a member of the Project Team to help assure satisfactory completion of the Project.

USA will procure local business licensing^(*) as may be required for activities involving the exchange or programming of water meter appliances/appurtenances and installation/programming of endpoint transmitters.

(*) **Special, Local or State level licensing requirements that, in USA's sole discretion, exceed the scope of project requirements shall invalidate this SOW proposal.**

USA will maintain appropriate levels of insurance coverage (generally accepted industry standards) throughout the course of the project, including general liability, automobile and worker's compensation. Upon request, **USA** shall provide a Certificate of Liability Insurance (Acord 25) naming as Additional Insured(s) **SENSUS** and the Client Utility as set forth therein under Broadened Contractors Endorsement (GA 233 02 07).⁽¹⁾ Special or inordinate coverage and/or limit requirements will result in either a per unit increase in the quoted Base Rates or an insurance surcharge equal to increased insurance costs.

⁽¹⁾ **Note that this SOW must be executed and returned to USA for "Additional Insured" coverage to apply.**

All exhibits attached hereto are hereby incorporated into this SOW and made a part hereof.

Sensus (SXI) Responsibilities

SXI will supply all water meters, and/or other Project Materials, Supplies and/or programming equipment required for performance of the Primary Item Services by **USA** and which are to remain with the Client Utility. As required, **SXI** or the Client Utility will also supply **USA** with the most current and applicable version of manufacturer programming software and any utility-specific programming profile. Incidental Project Materials required (meter washers/gaskets, splice-kits, meter boxes/lids, meter couplers, etc.) but not provided by **SXI** shall be either provided by the Client Utility or purchased by **USA** for expedience and the cost (plus tax, handling & shipping) added to project invoicing.

SXI will designate one person to be the **SXI** Project Manager or Representative and who will be the authorized representative of **SXI**, and will be the only person to whom **USA** shall look for instructions, orders, and directions.

SXI will provide, or cause to be provided to **USA**, with reasonable promptness, all data & configuration files, submittals, transmittals, and written approvals including any required purchase order/s related to the Services.

SXI agrees to a reasonable per unit "Base Rate" pricing adjustment to Item# 4 equivalent to no less than **USA's** current Base labor rate per man/hour plus 30% (as a "MARR^(*) Stand-by rate"), in the event of, and for the duration of, project suspension or other impediment to timely completion not caused by the actions or inactions of **USA** or by inclement weather, and occurring after a Commencement Date has been established, whether caused by **SXI**, its distributors, other product manufacturer(s), the Client Utility, or others.

^(*) **Minimum Acceptable Rate of Return**

Client Utility ("CFWFL") Responsibilities

Client Utility shall be responsible for cooperating with **USA** and **SXI** as a member of the Project Team to help assure satisfactory completion of the Project and for providing accurate information in a timely manner. Client Utility shall designate a representative to be the Utility Project Manager who will be fully acquainted with the Work and Services and who will be reasonably accessible to **USA**. The Utility Project Manager will have the authority to make decisions on behalf of the Client Utility. Client Utility shall provide **USA** and **SXI** with all information reasonably pertinent to the Project.

Client Utility will be responsible for all expenses related to data file transfers to and from the Client Utility Billing System including any charges assessed by its Billing Software provider. Client Utility or **SXI** will provide accurate customer account data necessary for **USA** to perform Services, and will provide such data in a timely manner. Client Utility will also be responsible for all activities related to updating customer account records with the data received from **USA** in a prompt manner to assure effective Quality Control.

General Assumptions

In order to enable **USA** to offer unit pricing for mass individual meter exchanges and/or endpoint deployments, and given the impracticability of pre-auditing each individual service location, **USA** must make certain reasonable general assumptions as to "typical" or "standardized" circumstances, site conditions, and procedures of the Client Utility. Therefore, **USA's** proposed services and respective unit pricing herein are also predicated on the following general assumptions, that:

- Client Utility permission shall not be unreasonably withheld for **USA** crew/s to work up to 10 hours per day (between 7AM & 6PM) Monday thru Saturday as deemed necessary by **USA's** Project Manager.
- No arbitrary "cap" will be placed upon the daily quantity of services completed by **USA**

- The project shall generally be organized so as to allow **USA** to perform all assigned activities in each project route to completion during a single pass before moving to the next route, except that meters >1" may be scheduled independently of, and billed separately from residential-sized meters at the discretion of **USA**'s Project Manager/Supervisor.
- When meter exchanges are required, except for **USA**'s standard pre-exchange "knock & announce" procedure, the Client Utility shall be solely responsible for any required advance notifications of impending meter exchanges, etc. to customer. Meter reprogramming or exchanges by appointment will be required only as needed for "special needs" customers (e.g: hospitals, nursing homes, schools, restaurants, etc.)
- No service location shall be assigned to **USA** where the meter and ancillary components are not the personal property of the Client Utility, and/or where the Client Utility has not retained the right for its personnel and agents to access, maintain, modify, upgrade, update or replace the meter and ancillary components at will.
- No service location shall be knowingly assigned to **USA** where it would be anticipated that the customer's plumbing system and fixtures may not withstand the necessary duration of service interruption to effect the assigned meter and/or ancillary component exchange and where the Client Utility would not undertake to perform a meter and ancillary component exchange with its own personnel without identifying such location to **USA** in advance.
- Meter Curb-stop, Isolation and/or Bypass valves shall work properly and are accessible without excavation.
- Meters are generally installed in standard meter boxes and not deeper than arm's length. Client Utility shall provide assistance via equipment and operator to remove any concrete lids from vaults of larger meters.
- Existing meter connections ≤1" include standard meter couplers (swivel meter nuts to meter ports).
- Larger meters (1½" thru 4"Ø) assigned to **USA** for exchange are flange-to-flange with valves on both Inlet and Outlet sides of meter. All exchange meters are of same size and same "lay-length" as existing meters.
- Dirt or debris inside meter box or vault shall not cover the meter more than centerline of the meter inlet and outlet nor are meters currently installed deeper than arm's length.
- Meter boxes not in front of property (i.e. - at edge of public ROW) are located (flagged or otherwise marked) and accessible.
- Service meter boxes are not buried and can be located with reasonable effort.
- Client Utility will provide timely assistance in locating services which cannot be located by **USA** personnel with reasonable effort and diligence.
- Client Utility will provide **USA** with timely project performance reviews.

Project conditions substantially contrary to these assumptions and not addressed in approved Project Scope Items above will incur reasonable additional charges or adjustment to **USA**'s quoted unit pricing.

Change Management Process

In providing this Statement of Work and pricing, unit quantities and team member responsibilities have been assumed in regard to the scope and requirements of our proposed Services; **USA**'s project Base Rate pricing is predicated on those assumptions. Any services, additions or changes requested or required beyond the Scope and Requirements outlined herein, must be submitted in writing to **USA** and a new Statement of Work or Change-Order (as appropriate) approved by the parties.

Terms and Conditions

The Services outlined above will be provided on a contractual basis at the Item Base Rates following mutual agreement and signing of this Statement of Work. **However, Minimum Project Billing shall be no less than the equivalent of the Assigned Item quantities quoted at the Item Base Rates (\$52,665.60) with allowance for any eligible Discounting of specified Item charges as prescribed by Terms herein, but then no less than \$50,032.32.**

Upon project completion, **USA** will generate and electronically submit invoicing with detailed supporting documentation of assigned Work-Orders closed at **USA** Base Rates to the **SXI** Project Manager and/or other designated **SXI** project representative with a copy of invoicing to invoices@xylem-inc.com for all work & services performed. Supporting documentation shall consist of a cumulative Service-Order Report ("SO Rpt") in *.xlsx or *.csv format of closed Work-Orders consistent with the respective Invoice date-range in support of payment in accord with these "**Terms and Conditions**".

All **USA** invoices are due upon receipt under **USA** Terms of Payment. However, eligibility for "Valued-Client" Discount Rates in lieu of BASE RATES and Waiver of Charges for specified Project Items may be applied ONLY IF payment is received by USA within SOW Terms as follows: Payment not received within 60 days of invoice date and not postmarked by USPS within 55 days of invoice date shall be ineligible for Discount or Waiver of specified Item charges and subject to 1.5% interest (or maximum allowed by law) per month from invoice date, or as otherwise required by applicable prompt-payment laws of the respective project state. ("Payment" shall mean receipt in-full of the invoiced amount less any eligible discount or waiver (excluding any contested charges) at the **USA** business office specified herein. If an invoice payment is received more than 60 days after Invoice Date, eligibility for Discounted rates or Waiver of Item charges on the applicable Invoice shall be void, and any discount or waiver of charges erroneously taken will be added to subsequent invoicing. No discounting is available on certain "pass-thru" charges (e.g.: permit fees, taxes, shipping & handling, etc) .

Failure of **SXI** to provide **USA** a copy of a project Purchase Order not inconsistent with this SOW prior to submittal of any invoice shall not extend the payment terms as defined herein.

Entirety of Agreement. This Statement of Work shall comprise the entirety of the Agreement between **USA** and **SXI** and supersedes any other understandings or agreements, whether written or oral. This Agreement may not be changed or modified orally, but only by an agreement, in writing, signed by all parties hereto. The provisions within this Statement of Work are as negotiated between the parties, and **USA** and **SXI** each waives application of any rule of law that would require interpretation of any ambiguities in this Agreement against the drafting party.

Acceptance and Authorization

Again, **USA** appreciates the opportunity to provide this project quote for your consideration. Terms and prices are valid for **15** days from this Statement of Work issue. An authorized signature below will signify acceptance of these terms and prices, and serve to authorize **USA** 's engagement on this project. ⁽¹⁾ (NOTE however that a fully executed SOW must be returned to USA to activate "additional insured(s)" CGL coverage.)

In witness whereof, the parties hereto each acting with proper authority have executed this Statement of Work.

SENSUS, a Xylem company (SXI)

Mark Newton

Name

VP Sales - NA Utilities

Title

DocuSigned by:

Signature

12/6/2022

Date

Purchase Order No

P O. Date

UTILITY SERVICES ASSOCIATES, LLC (USA)

Robert G. Brown

Name

General Manager

Title

Signature

November 08, 2022

Date

DISCLAIMER

Utility Services Associates, LLC ("USA") provides specialized Technical and Data Management mass deployment services to assist public utilities with migration from manual or touch-read metering systems to AMR-AMI systems, or with upgrade of their current AMR-AMI systems. **USA** is not a "Construction Contractor" and all personal property (electronic meters, endpoint modules, ancillary components, etc.) provided or installed by **USA** during the course of AMR-AMI Metering Deployment/Replacement Projects is intended to remain '(re)movable-at-will' personal property of the Client Utility and not be permanently affixed to, incorporated into or otherwise become real property. **USA** does not engage in furnishing tangible property and/or in performing services to build, construct, alter, repair or improve real property under any AMR-AMI project.

Responsibility for the presence, functionality and maintenance of proper regulating and safety plumbing devices (e.g. - Customer shut-off valves, Back-flow prevention devices, Hot water heater temp/pressure relief valves, Tank Cathodic protection, Thermal expansion tanks, Vacuum relief valves, Pressure reduction valves with back-flow relief, etc.) and interconnected piping is shared by the property owner, their plumber, and the local plumbing inspection authority. It is acknowledged and agreed that **USA** shall not be responsible for damage or failure resulting from, or contributed to by, lack of any such regulating or safety plumbing devices, or resulting from pre-existing defect, corrosion, internal scale/rust, substandard installation/s by others, or from substandard or damaged component/s installed or provided by others.

Likewise, **USA** shall not be responsible for any damage or undesired circumstance which would, more likely than not, have also occurred if the installation had been performed by Client Utility personnel instead.

ATTACHMENT #1

Typical USA Residential Meter Crew & Work progression**(Full Mass-Deployment Projects: Meter Change-out, AMR/AMI Endpoint programming & Data Collection process):****USA's Primary Change-out Crew/s shall generally* consist of:***(*Note: These procedures may be modified by USA as required to suit the specific needs of individual projects.)*

(1) Lead person – who shall verify each service location prior to beginning change-out and perform a "knock-and-announce" advising each customer (adult over 17) that USA shall begin changing out their meter within the next 30 minutes or so, but that service should not be interrupted more than 10-20 minutes (*Although this advance notice usually helps to avoid a "water-in-use" circumstance when USA Installer arrives, accommodation is offered if customer needs to complete immediate "water-in-use" activity*).

It is also recommended that, upon completion of the meter exchange by USA, the customer should fully open a faucet (preferably bathtub or other non-aerated faucet) in the uppermost level of the home for 2 to 3 minutes to assist in flushing any residual trapped air not removed during USA's meter exchange process described below. If no one is home, a door hanger can be left at the premises: **(A)** Advising that their water meter has been changed; **(B)** Suggestion to flush any residual air through a non-aerated faucet before resuming normal use; and **(C)** Providing contact info in the event of any issue.

(2-4) Installers – who shall, at each service location: 1. - Confirm no current meter flow; 2. - Turn service to the premises "OFF"; 3. - Replace the meter; and 4. - Open an outside hose-bib/faucet (if available) to flush air from the customer's service line before slowly returning the curb-stop to "ON" position. **NOTE: To protect both the Client Utility and USA from liability, any curb-stop/shut-off valve found to be in an "OFF" position before changing meter shall NOT be turned "ON" after change-out, even to flush the service line, except under the express written direction of the Client Utility's Project Manager!**

Following the meter change-out, the Installer shall slowly open curb-stop and allow hose-bib/faucet to run full open for 2-3 minutes or until air-free, before closing hose-bib. Each Installer shall verify a leak-free install before moving to the next service location (next listed service in route read-sequence). Installer shall leave old meter beside the meter box for collection by USA's QA Tech.

(1) QA Tech/Endpoint Module Installer – who shall again check each meter change-out to confirm proper installation and no-leak status. The QA Tech shall then mount the Endpoint module (usually to the meter box lid), verify that any debris has been removed from the pit and surrounding area, then reinstall the meter box lid after endpoint programming & data collection are complete. The QA Tech shall collect the old meter for transport and disposal.

(1) Programmer/Data Tech (in tandem with the Endpoint Installer) - shall perform any necessary AMR/AMI Endpoint programming, laser scan the bar-codes of the new meter, register and endpoint module, then enter all other required data for each service location into USA's HHD Work-Order Mgmt. application including any required photo(s) and/or GPS coordinates. Programmer also completes a hard-copy version of project Work-Orders which are reconciled with the electronic record at the end of each workday.

(1) Crew Supervisor and/or Project Manager - who supervises and coordinates the activities of all members of the Install crew to assure efficient, timely and safe work progression in compliance with contract and scheduling requirements.

In most all instances, the entire crew are within visual range of each of its members, with usually no more than 1 to 2 blocks between the Lead Person and QA Tech & Data Tech. In addition to the Crew Supervisor, the Lead Person, Programmer and QA Tech shall each carry a USA provided cell phone.

With reasonable notice or scheduling, USA can arrange Install Crew availability for early morning, evening, or Saturday change-outs for "special needs" customers. Otherwise, scheduling of routine meter exchanges "by appointment only" is not offered by USA.

Additional Crew(s): Depending on project scheduling requirements, either or all of the following may also be assigned:

- Additional **Install Crew(s)** may be added to accommodate an accelerated install rate or project completion schedule.
- A **Clean-out Crew** may be scheduled to precede the **Install Crew(s)** by one to two weeks.
- A **Large-Meter Crew** may be assigned to handle the more specialized requirements of large meter replacements.

ATTACHMENT #2

*Utility Services Associates, LLC***I. Standard Insurance Coverage**

At all times the terms and conditions of the project Statement of Work ("SOW") are in effect between Sensus- Xylem ("SX") and Utility Services Associates, LLC ("USA"). **USA** will maintain policies of insurance with and through an insurance company or companies rated no less than "A-" by A.M. Best, and authorized to provide such coverage within the project state. Policies shall be endorsed as required to be primary and non-contributory, providing coverage and limits as follows:

1. **Workers' Compensation Liability Insurance**, in compliance with the applicable Workers' Compensation Act(s) of the state(s) wherein the work is to be performed or where jurisdiction could apply as required by statute(s).
2. **Commercial General Liability Insurance**, product and completed operations, personal and advertising injury, with limits of liability of not less than \$1,000,000 each occurrence/\$2,000,000 aggregate for personal injury, bodily injury, and property damage.
3. **Automobile Liability Insurance** with limits of liability of not less than \$1,000,000 per accident for bodily injury and property damage for vehicles providing services and work performed under the SOW, including all owned, non-owned and hired vehicle liability.
4. **Umbrella Insurance** with limits of liability in excess of Commercial General Liability Insurance and Automobile Liability Insurance in the amount of \$2,000,000.

All times the terms and conditions of the SOW are in effect between SX and **USA**, **USA** shall maintain Contractors' Commercial General Liability Broadened Endorsement Form GA 233 02 07, which, under written Agreement between SX and **USA**, provides:

- 1.) Specified Coverage to Sensus-Xylem and to Columbia County Utilities (Florida), its officers, employees and volunteers, as Additional Insureds⁽¹⁾; and
- 2.) Specified Coverage for Completed Operations not to exceed twelve (12) months; and

⁽¹⁾ Note that this SOW must be executed and returned to USA for "Additional Insured(s)" coverage to apply.

All insurance policies shall contain or be endorsed to contain provision that, except in the case of non-payment of premium, not less than thirty (30) days written notice of any cancellation or non-renewal of any of the policies shall be mailed to all parties. In the event of cancellation or non-renewal of any of the policies, **USA** will procure conforming substitute coverage.

II. Special (Non-Standard) project coverage, limits and/or project-specific endorsements required:

[Note that special or inordinate coverages, limits or project-specific endorsement requirements in addition to coverage specified in Section I will result in either a per unit increase in the quoted Base Rates or an insurance surcharge equal to increased insurance costs.]

[None specified]

Notwithstanding anything herein to the contrary, in no event shall the amount of coverage provided be more than the coverage limit of **USA's** applicable policies.

Upon request **USA** shall provide a Certificate of Liability Insurance (Form Acord 25) to verify the policies and coverages stated herein.

USA LIMITED INSTALLATION SERVICES WARRANTY

Utility Services Associates, LLC ("USA") warrants to the Client Utility/Prime Contractor for a period not to exceed One (1) year against component installation fault in the provided contract services as caused only by **USA** negligence or sub-standard workmanship. Further, that component installations were performed using standard or better industry practices and procedures consistent with the respective manufacturer's current published recommended installation and/or activation procedures. **USA** specifically does not warrant against unanticipated, undesired or inaccurate data, meter register or endpoint programming, or communication issues arising from the required use of alternative, customized, and/or project-specific installation, programming and activation procedures whether or not provided in advance to **USA** and whether specifically authorized by the manufacturer in writing or not.

The Warranty Period for each service location installation shall, as applicable, begin on the "Completion Date" entered on the respective daily Service-Order Report or as recorded on the Route or Cycle Acceptance form signed by both **USA** and the Client Utility acknowledging completion and acceptance of all assigned service location installations within the respective Route or Cycle. This Warranty shall immediately terminate at any point prior to One year that the installed component(s), or any proximate in-line component, is modified, removed, replaced or otherwise tampered with by others.

This warranty shall, unless otherwise provided by law, be limited to either repair or reinstallation of the service location components installed by **USA** personnel (and/or damaged components that **USA** personnel directly connected to), or to reimbursement to the Client Utility, at the established contract "install" or "exchange" Unit Price, for repair or reinstallation of the affected service location components with Client Utility provided personnel, tools and equipment.

If, prior to project completion, a potential covered warranty issue arises, the Client Utility/Prime Contractor shall immediately notify **USA**'s Project Manager or other designated **USA** project contact of the service location and nature of the warranty issue. **USA**'s project representative shall promptly dispatch service personnel to the service location to evaluate and correct any warranty issue attributable to **USA**'s completed activities at the reported service location.

If, after project completion, a potential covered warranty issue arises, the Client Utility/Prime Contractor shall immediately notify **USA**'s Project Manager and/or other designated **USA** project contact of the service location and nature of the warranty issue. If the potential warranty issue appears to be a non-emergency circumstance, by mutual agreement with the Client Utility Project Manager, **USA**'s project representative shall either arrange for timely dispatch of **USA** service personnel to the service location to effect repair or reinstallation, or arrange for Client Utility personnel to remedy the warranty issue with credit or reimbursement therefor at the established (sub)contract Unit Price. Any warranty issue ultimately deemed attributable to **USA** constituting an urgent or emergency circumstance, should be remedied as soon as practicably possible by Client Utility personnel and appropriate invoicing presented to **USA** for Unit Price credit or reimbursement.

In either event, the Client Utility shall collect, retain and preserve any damaged or malfunctioning components and/or related photos, usage records or other documentation for inspection and validation of such claim by **USA**. If Client Utility/Prime Contractor fails to notify **USA** in a timely manner, or to document, preserve and provide the foregoing as necessary to reasonably validate a claim for damages, or to give **USA** a reasonable opportunity to make correction, Client Utility/Prime Contractor shall have waived the right to require correction by **USA** and to make a claim for breach of warranty.

If, upon USA's return to a service location for a reported install-related warranty issue, it is ultimately determined that either no malfunction exists, or that malfunction is the result of product failure, third-party damage, or other non-**USA** warranty circumstance, **USA** shall invoice Client Utility/Primary Contractor and be compensated for the return visit as a separate and additional Project Work-Order at the respective (sub)contract Item Unit Price.

This warranty excludes remedy for damage or failure resulting from, or contributed to by, pre-existing defect, corrosion, internal scale/rust, substandard installation/s by others, or substandard or damaged component/s installed or provided by others. Likewise, this warranty does not cover any damage or circumstance which would, more likely than not, have also occurred if the installation had been performed by Client Utility personnel instead. Except to the extent covered by law, this warranty does not include compensation for incidental or consequential damages, including "lost revenue", "lost water", erosion, etc.; or for damages, whether direct, incidental, or consequential which may reasonably be attributable to others such as: - Client Utility regulated system and line pressure; or - Pressure fluctuation caused by water hammer resulting from Client Utility operation of system isolation valves; or - Utility or Fire Department operation of nearby fire hydrants; or - Plumbing or Irrigation piping work by, or potentially attributable to customer or customer contractor(s); etc.

No warranty is offered or implied by **USA** on individual product components installed. Any warranty on products installed shall be limited to only that offered directly by, and through the specific product manufacturer to the Client Utility as Owner/Purchaser/End User. Recourse for product warranty details, limits, claims or compensation shall be directly between the Client Utility or the affected customer and the respective product manufacturer or its authorized distributor as applicable.



Sensus USA, Inc.
450 North Gallatin Ave.
PO Box 487
Uniontown, PA 15401
1-800-METER-IT

EFFECTIVE DATE 11/17/2022
EXPIRATION DATE 4/30/2023
Quote Reference

Bill to Customer:

Columbia County Board of County Commissioners
DBA: Town of Fort White, FL
118 SW Wilson Springs Rd
Fort White, FL 32038

Ship to Customer:

Columbia County BCC Utilities
ATTN: Stacy Cowart
604 NW Quinten St.
Lake City, FL 32055

SALESPERSON		SHIPPING METHOD	SHIPPING TERMS	PAYMENT TERMS	PAYMENT TERMS
Griff Machinski		Full Freight Allowed on orders greater than \$7,500.00.	FOB Shipping	Net 30 days	Net 30 days
Line	Part Number	DESCRIPTION	Quantity	UNIT PRICE	EXTENDED PRICE
		Work Site Mobilization	1	\$ 4,250.00	\$ 4,250.00
		Project Management	1	\$ 26,500.00	\$ 26,500.00
		water meter install - 5/8x3/4"	340	\$ 60.00	\$ 20,400.00
		water meter install - 1"	30	\$ 63.50	\$ 1,905.00
		water meter install - 1.5"	2	\$ 313.50	\$ 627.00
		water meter install - 2"	4	\$ 471.00	\$ 1,884.00
		water meter install - 3"	2	\$ 685.00	\$ 1,370.00
		water meter install - 4"	2	\$ 867.00	\$ 1,734.00
		dual meter pit install - AS NEEDED	-	\$ 47.75	\$ -
		water meter pit relocation - AS NEEDED	-	\$ 79.25	\$ -
		water meter pit replacement - AS NEEDED	-	\$ 52.00	\$ -
		water meter metal pit lid drilling - AS NEEDED	-	\$ 20.75	\$ -
		Regular Labor Rate per man hour - AS NEEDED	-	\$ 61.12	\$ -
		Stand-By Labor Rate per man hour - AS NEEDED	-	\$ 79.45	\$ -

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 11/17/2022

Correspondence:

Sensus
639 Davis Drive Suite 400
Morrisville, NC 27560

Tyler Moore - Sales Director, Southern Region

Purchase Orders:

Sensus
PO Box 487
Uniontown, PA 15401
sensus.orders@xylem.com
1-800-METER-IT
1-800-638-3748

This Quotation is an offer to sell which includes and is subject to the Sensus USA Inc. Terms of Sale available for viewing and downloading at www.Sensus.com. 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.



Sensus USA, Inc.
450 North Gallatin Ave.
PO Box 487
Uniontown, PA 15401
1-800-METER-IT

EFFECTIVE DATE 11/9/2022
EXPIRATION DATE 4/30/2023
Quote Reference

Bill to Customer:

Columbia County Board of County Commissioners
135 NE Hernando Avenue
Suite 203
Lake City, FL 32055

Ship to Customer:

Columbia County BCC Utilities
ATTN: Stacy Cowart
604 NW Quinten St.
Lake City, FL 32055

SALESPERSON		SHIPPING METHOD	SHIPPING TERMS	PAYMENT TERMS	PAYMENT TERMS
Griff Machinski		Full Freight Allowed on orders greater than \$7,500.00.	FOB Shipping	Net 30 days	Net 30 days
Line	Part Number	DESCRIPTION	Quantity	UNIT PRICE	EXTENDED PRICE
		5/8x3/4" iPERL meter	340	\$ 137.70	\$ 46,818.00
		1" iPERL meter	30	\$ 213.67	\$ 6,410.10
		1.5" C2 Omni+ meter	2	\$ 1,194.21	\$ 2,388.42
		2" C2 Omni+ meter	4	\$ 1,377.93	\$ 5,511.72
		3" C2 Omni+ meter	2	\$ 1,745.38	\$ 3,490.76
		4" I2 Omni+ meter	2	\$ 7,603.00	\$ 15,206.00
		520M FlexNet SmartPoints - Single Port	380	\$ 146.24	\$ 55,571.20
		CommandLink II	2	\$ 627.20	\$ 1,254.40
		AutoRead Software - WB/DB RI Module	1	\$ 5,183.03	\$ 5,183.03
		FlexNet M2 Software Support (annual)	1	\$ 2,437.42	\$ 2,437.42
		Education - AutoRead Walk-By w/ Field Logic	1	\$ 4,243.60	\$ 4,243.60

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 11/9/2022

Correspondence:

Sensus
639 Davis Drive Suite 400
Morrisville, NC 27560

Tyler Moore - Sales Director, Southern Region

Purchase Orders:

Sensus
PO Box 487
Uniontown, PA 15401
sensus.orders@xyleminc.com
1-800-METER-IT
1-800-638-3748

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Exhibit B

TERMS AND CONDITIONS FOR SERVICES – XYLEM AMERICAS

1. **Applicability.**

(a) These terms and conditions for services - Xylem Americas (these “**Terms**”) with any special conditions expressly incorporated in the quotation or sales form, are to govern any sale of services between **Service Provider** to **Customer**. The Parties may also be referred to individually as “**Party**” and collectively as “**Parties.**”

(b) These Terms (collectively, this “**Agreement**”) comprise the entire agreement between the Parties, and supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral. If the Parties have entered into a Master Services Agreement (a “**MSA**”), the Order shall be governed by the terms of such MSA. In case of discrepancy between the Agreement documents, they shall be applied in the following order: (i) the MSA (if any); (ii) these Terms.

(c) These Terms prevail over any of Customer’s general terms and conditions regardless of whether Customer has submitted its request for proposal, or order on such terms. Provision of Services to Customer does not constitute acceptance of any of Customer’s terms and conditions and does not serve to modify or amend these Terms.

2. Services. Service Provider shall provide the Services to Customer as described in the Statement of Work (the “**Services**”) in accordance with these Terms.

3. Performance Dates. Service Provider shall use reasonable efforts to meet any performance dates specified in the Statement of Work, and any such dates shall be estimates

only.

4. Customer’s Obligations. Customer shall:

(a) cooperate with Service Provider in all matters relating to the Services and provide such access to Customer’s premises, and such office accommodation and other facilities as may reasonably be requested by Service Provider, for the purposes of performing the Services;

(b) respond promptly to any Service Provider request to provide direction, information, approvals, authorizations or decisions that are reasonably necessary for Service Provider to perform Services in accordance with the requirements of this Agreement;

(c) provide such customer materials or information as Service Provider may request to carry out the Services in a timely manner and ensure that such customer materials or information are complete and accurate in all material respects; and

(d) obtain and maintain all necessary licenses and consents and comply with all applicable laws in relation to the Services before the date on which the Services are to start.

5. Customer’s Acts or Omissions. If Service Provider’s performance of its obligations under this Agreement is prevented or delayed by any act or omission of Customer or its agents, subcontractors, consultants or employees, Service Provider shall not be deemed in breach of its obligations under this Agreement or otherwise liable for any costs, charges or losses sustained or incurred by Customer, in each case, to the extent arising directly or indirectly from such prevention or delay (“**Customer Delay**”).

6. Change Orders.

(a) A Change Order may result only from any of the following: (i) a change in scope or other proposal by Customer or Service Provider agreed to by other Party in writing; (ii) the occurrence of a force majeure event as described in Section 18; (iii) a change in law, rule or regulation that impacts Service Provider’s work; (iv) a Customer Delay as provided in Section 5.

(b) In the event(s) or circumstance(s) giving rise to a Change Order above, the Party seeking the Change Order shall prepare a detailed proposal for such Change Order. Service Provider shall, within a reasonable time after such detailed proposal is submitted, provide a written estimate to Customer of: (i) the likely time required to implement the change; (ii) any necessary variations to the fees and other charges for the Services arising from the change; (iii) the likely effect of the change on the Services; and (iv) any other impact the change might have on the performance of this Agreement.

Promptly after receipt of the detailed proposal, the Parties shall negotiate and agree in writing on the terms of such change (a “**Change Order**”). Neither Party shall be bound by any Change Order unless mutually agreed upon in writing in accordance with Section 26. Notwithstanding the foregoing, in the event(s) or circumstance(s) giving rise to a Change Order under Section 6(a)(ii), 6(a)(iii), or 6(a)(iv) above, Service Provider shall be entitled to an equitable adjustment in compensation (including mobilization and demobilization costs) and the time for



performance of the Services.

(c) Notwithstanding Section 6(a) and Section 6(b) above, Service Provider may, from time to time change the Services without the consent of Customer provided that such changes do not materially affect the nature or scope of the Services, or the fees or any performance dates set forth in the Statement of Work.

(d) Service Provider may charge for the time it spends assessing and documenting a change request from Customer on a time and materials basis in accordance with the Statement of Work.

7. Quotation, Withdrawal, Expiration. Quotes are valid for thirty (30) calendar days from the date of issuance unless otherwise provided therein. Service Provider reserves the right to cancel or withdraw the quotation at any time with or without notice or cause prior to acceptance by Customer. There is no Agreement if any conditions specified within the quotation or sales form are not completed by Customer to Service Provider's satisfaction within thirty (30) calendar days of Service Provider's acknowledgement in writing of an order. Service Provider nevertheless reserves its right to accept any contractual documents received from Customer after this thirty (30) calendar day period

8. Fees and Expenses; Payment Terms; Interest on Late Payments.

(a) In consideration of the provision of the Services by the Service Provider and the rights granted to Customer under this Agreement, Customer shall pay the fees set forth in the Statement of Work.

(b) Customer agrees to reimburse Service Provider for all reasonable travel and out-of-pocket expenses incurred by Service Provider in connection with the performance of the Services.

(c) Payment in full is due within thirty (30) days from the invoice date unless otherwise stated in Service Provider's documentation. In the event payment is not made when due, to the extent permitted under law, Customer agrees to pay Service Provider a service or finance charge of the lesser of (i) one and one-half percent (1.5%) per month (18% per annum), or (ii) the highest rate permitted by applicable law, on the unpaid balance of the invoice from and after the invoice due date. Customer is responsible for all costs and expenses associated with any checks returned due to insufficient funds. All credit sales are subject to prior approval of Service Provider's credit department. (iii) Further, in the event payment is not made when due, Service Provider may suspend performance for all Services until payment has been made in full.

9. Taxes. Customer shall be responsible for all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any federal, state or local governmental entity on any amounts payable by Customer hereunder.

10. Intellectual Property. All intellectual property rights, including copyrights, patents, patent disclosures and inventions (whether patentable or not), trademarks service marks, trade secrets, know-how and other confidential information, trade dress, trade names, logos, corporate names and domain names, together with all of the goodwill associated therewith, derivative works and all other rights (collectively, "**Intellectual Property Rights**") in and to all documents, work product and other materials that are delivered to Customer under this Agreement or prepared by or on behalf of the Service Provider in the course of performing the Services, including any items identified as such in the Statement of Work (collectively, the "**Deliverables**") except for any Confidential Information of Customer or customer

materials, shall be owned by Service Provider. Service Provider hereby grants Customer a license to use all Intellectual Property Rights free of additional charge and on a non-exclusive, worldwide, non-transferable, non-sublicenseable, fully paid-up, royalty-free and perpetual basis to the extent necessary to enable Customer to make reasonable use of the Deliverables and the Services.

11. Confidential Information.

(a) All non-public, confidential or proprietary information of the Parties, including, but not limited to, trade secrets, technology, information pertaining to business operations and strategies, and information pertaining to customers, pricing, and marketing (collectively, "**Confidential Information**"), disclosed by Service Provider to Customer and Customer to Service Provider, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as "confidential," in connection with the provision of the Services and this Agreement is confidential, and shall not be disclosed or copied without the prior written consent of the disclosing Party. Confidential Information does not include information that is: (i) in the public domain; (ii) known to Customer at the time of disclosure; or (iii) rightfully obtained by Customer on a non-confidential basis from a third party.

(b) Customer agrees to use the Confidential Information only to make use of the Services and Deliverables.

(c) Service Provider shall be entitled to seek injunctive relief for any violation of this Section.

12. Representation and Warranty.

(a) For a period of ninety (90) days from the date of invoice, unless



otherwise expressly set forth in the quotation or sales form or order acknowledgment, Service Provider represents and warrants to Customer that it shall perform the Services using personnel of required skill, experience and qualifications and in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services and shall devote adequate resources to meet its obligations under this Agreement ("Warranty").

(b) The Service Provider shall not be liable for a breach of the Warranty set forth in Section 12(a) unless Customer gives written notice of the defective Services, reasonably described, to Service Provider within thirty (30) days of the time when Customer discovers or reasonably should have discovered that the Services were defective.

(c) Subject to Section 12(b), Service Provider shall, in its sole discretion, either: (i) repair or re-perform such Services; or (ii) credit or refund the price of such Services at the pro rata contract rate.

(d) **THE FOREGOING WARRANTY IS EXCLUSIVE AND IN LIEU OF ANY AND ALL OTHER EXPRESS OR IMPLIED WARRANTIES, GUARANTEES, CONDITIONS OR TERMS OF WHATEVER NATURE RELATING TO THE SERVICES PROVIDED HEREUNDER, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE, WHICH ARE HEREBY EXPRESSLY DISCLAIMED AND EXCLUDED. EXCEPT AS OTHERWISE PROVIDED BY LAW, BUYER'S EXCLUSIVE REMEDY AND SERVICE PROVIDER'S AGGREGATE LIABILITY FOR BREACH OF THE FOREGOING WARRANTY**

IS LIMITED TO REMEDIES SET FORTH IN SECTION 12(c).

14. Limitation of Liability.

EXCEPT AS OTHERWISE PROVIDED BY LAW, IN NO EVENT SHALL SERVICE PROVIDER'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE AGGREGATE AMOUNTS PAID OR PAYABLE TO SERVICE PROVIDER PURSUANT TO THE APPLICABLE STATEMENT OF WORK GIVING RISE TO THE CLAIM. SERVICE PROVIDER SHALL HAVE NO LIABILITY TO CUSTOMER OR TO ANY THIRD PARTY FOR LOSS OF PROFIT, LOSS OF ANTICIPATED SAVINGS OR REVENUE, LOSS OF INCOME, LOSS OF BUSINESS, LOSS OF USE, LOSS OF OPPORTUNITY, LOSS OF DATA OR DIMINUTION IN VALUE, LOSS OF REPUTATION, OR FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT SERVICE PROVIDER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND NOT WITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE. THE FOREGOING LIMITATIONS OF LIABILITY SHALL BE EFFECTIVE WITHOUT REGARD TO SERVICE PROVIDER'S ACTS OR OMISSIONS OR NEGLIGENCE OR STRICT LIABILITY IN PERFORMANCE OR NON-PERFORMANCE HEREUNDER.

15. Termination. In addition to any remedies that may be provided under this Agreement, Service Provider may terminate this Agreement with immediate effect upon written notice to Customer, if Customer:

(a) fails to pay any amount when due under this Agreement and such failure continues for thirty (30) days after Customer's receipt of written notice of nonpayment;

(b) has not otherwise performed or complied with any of the terms of this Agreement, in whole or in part; or

(c) becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization or assignment for the benefit of creditors.

16. Insurance. During the term of this Agreement, Customer shall, at its own expense, maintain and carry insurance in full force and effect which includes, but is not limited to, commercial general liability (including product liability) in a coverage amount no less than \$10,000,000.00 (Ten Million US Dollars) with financially sound and reputable insurers. Upon Service Provider's request, Customer shall provide Service Provider with a certificate of insurance from Customer's insurer evidencing the insurance coverage specified in these Terms. The certificate of insurance shall name Service Provider as an additional insured. Customer shall provide Service Provider with ten (10) days' advance written notice in the event of a cancellation or material change in Customer's insurance policy. Except where prohibited by law, Customer shall require its insurer to waive all rights of subrogation against Service Provider's insurers and Service Provider.

17. Waiver. No waiver by Service Provider of any of the provisions of this Agreement is effective unless



explicitly set forth in writing and signed by Service Provider. No failure to exercise, or delay in exercising, any rights, remedy, power or privilege arising from this Agreement operates or may be construed as a waiver thereof. No single or partial exercise of any right, remedy, power or privilege hereunder precludes any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

18. Force Majeure. Service Provider may cancel or suspend this Agreement and Service Provider shall have no liability for any failure to deliver or perform, or for any delay in delivering or performing any obligations, due to circumstances beyond Service Provider's reasonable control, including but not limited to acts of God, fire, flood or other natural disasters, war and civil disturbance, riot, acts of governments, terrorism, disease, currency restrictions, labor shortages or disputes, unavailability of materials, fuel, power, energy or transportation facilities, failures of suppliers or subcontractors to effect deliveries, in which case the time for performance shall be extended in an amount equal to the excused period, provided that Service Provider shall have, as soon as reasonably practicable after it has actual knowledge of the beginning of any excusable delay, notified Customer of such delay, of the reason therefore and of the probable duration and consequence thereof. Service Provider shall use its best efforts to eliminate the cause of the delay, interruption or cessation and to resume performance of its obligations hereunder with the least possible delay.

19. Assignment. Customer shall not assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of Service Provider. Any purported assignment or delegation in violation of this Section is null and

void. No assignment or delegation relieves Customer of any of its obligations under this Agreement.

20. Relationship of the Parties. The relationship between the Parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the Parties, and neither Party shall have authority to contract for or bind the other party in any manner whatsoever.

21. No Third-Party Beneficiaries. This Agreement is for the sole benefit of the Parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of these Terms.

22. Governing Law. THE TERMS OF THIS AGREEMENT AND ALL RIGHTS AND OBLIGATIONS HEREUNDER SHALL BE GOVERNED BY THE LAWS OF THE STATE OF FLORIDA (WITHOUT REFERENCE TO PRINCIPLES OF CONFLICTS OF LAWS). THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL NOT BE GOVERNED BY THE 1980 U.N. CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS.

23. Notices. All notices, requests, consents, claims, demands, waivers and other communications hereunder (each, a "Notice") shall be in writing and addressed to the Parties at the addresses set forth in the Statement of Work or to such other address that may be designated by the receiving Party in writing. All Notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), facsimile (with confirmation of

transmission) or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only (a) upon receipt of the receiving Party, and (b) if the Party giving the Notice has complied with the requirements of this Section.

24. Severability. If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

25. Survival. Provisions of these Terms, which by their nature should apply beyond their terms, will remain in force after any termination or expiration of this Agreement including, but not limited to, the following provisions: Compliance with Laws, Confidentiality, Governing Law, Insurance, Submission to Jurisdiction/Arbitration and Survival.

26. Amendment and Modification. This Agreement may only be amended or modified in a writing which specifically states that it amends this Agreement and is signed by an authorized representative of each Party.

27. Exports Regulations. Service Provider agrees to comply with all applicable laws, rules and regulations, including relating to the export or re-export of technical data and services. Service Provider will, at its reasonable expense, provide Customer with information, documentation, and electronic transaction records relating to the Services performed necessary for Customer to fulfill any customs-related obligations, origin marking or labeling requirements and certification or local content reporting requirements, or to enable Customer to claim preferential duty treatment

for products eligible under applicable trade preference regimes.

28. Successors and Assigns. The Order and these Terms are binding upon the Parties and their successors and assigns. If either the Customer or Service Provider is merged with another entity, the legal successor of the merged Party shall automatically become party to this contract and

shall have the same rights and obligations as its predecessor under this contract. Service Provider agrees and warrants that it shall provide Customer notice as soon as reasonably practicable upon knowledge of any material change of control in Service Provider's business or if Service Provider ceases or threatens to cease trading, but in no case shall notice be provided more



Let's Solve Water

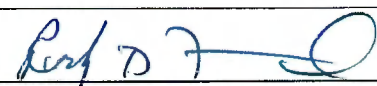
than forty-eight (48) hours after a change in control has occurred.

29. Headings. The section headings contained herein are for reference purposes only and shall not in any way affect the meaning or interpretation of these Standard Terms.

**FCC Notification for Spectrum Manager Lease
Ownership Disclosure Information
and
Spectrum Lease Agreement
("Agreement")**

This Agreement contains two parts: Part (1) is The FCC Notification for Spectrum Manager Lease, to be filed with the FCC by Sensus on behalf of the Customer, coupled with Ownership Disclosure Information required for the FCC lease and Part (2) is a Spectrum Lease Agreement between Sensus as Lessor and Customer as Lessee. Together, these two parts create the Agreement.

The number of pages in this Agreement is indicated below, and Customer represents that it has received, reviewed, and completed the entire Agreement. By their signatures below, the parties agree to the terms and conditions set forth in this Agreement. The parties have caused this Agreement to be executed by their duly authorized representatives as of the day and year written below.

Sensus USA Inc. & Sensus Spectrum, LLC (together, "Sensus")	Customer: Columbia County Board of County Commissioners
Sensus USA Inc. Signature: _____ Name: <u>Justin Pifer</u> Title: <u>Vice President & Assistant Secretary</u> Date: _____	Signature: <u></u> Name: <u>Rocky Ford</u> Title: <u>Chairman</u> Date: <u>Dec 01, 2022</u>
Sensus Spectrum, LLC Signature: _____ Name: <u>Justin Pifer</u> Title: <u>Vice President & Assistant Secretary</u> Date: _____	Customer contact person for FCC filings: Name: <u>Stacy Cowart</u> Phone: <u>386-466-9431</u> Email: <u>scowart@columbiacountyfla.com</u> Customer FRN: <u>0033118142</u> Customer Tax ID: <u>59-6000564</u>

Part 1: Notification for Spectrum Manager Lease

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

Customer / Lessee Information

1	Customer/Lessee Name: Columbia County Board of County Commissioners		
	Attention To: Stacy Cowart		Name of Real Party in Interest:
	Street Address: 135 NE Hernando Avenue, Suite 203		City: Lake City
	State: Florida	Zip: 32055	Phone: 386-466-9431
	Fax: 386-758-2182		Email: scowart@columbiacountyfla.com

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

Additional Customer/Lessee Contact Information

2	Company Name: Columbia County Board of County Commissioners		
	Attention To: Central Communications		
	Street Address: 263 NW Lake City Ave		City: Lake City
	State: FL	Zip: 32055	Phone: 386-758-1125 e1576
	Fax: 386-758-2182		Email: lwilson@columbiacountyfla.com

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

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

5	Customer Tax ID: 59-6000564
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6	Individual Contact For FCC Matters	
	Please designate one individual (the Director of Public Works or similar person) who is responsible to the FCC for the operation of the FlexNet radio system.	
	Name	Stacy Cowart
	Title:	Director of Utilities
	Email:	scowart@columbiacountyfla.com
	Phone:	386-466-9431

Ownership Disclosure Information**7**

Customer/Lessee to list the names of the President and all Board Members below, as well as verify citizenship and ownership interests in any entity regulated by the FCC. Such ownership must be disclosed where a President/Board 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?
President:	☐ Yes ☐ No	☐ Yes ☐ No
Board Member: Rocky Ford	☒ Yes ☐ No	☐ Yes ☒ No
Board Member: Robby Hollingsworth	☒ Yes ☐ No	☐ Yes ☒ No
Board Member: Tim Murphy	☒ Yes ☐ No	☐ Yes ☒ No
Board Member: Everett Phillips	☒ Yes ☐ No	☐ Yes ☒ No
Board Member: Ronald Williams	☒ Yes ☐ No	☐ Yes ☒ No
Board Member:	☐ Yes ☐ No	☐ Yes ☐ No
Board Member:	☐ Yes ☐ No	☐ Yes ☐ No
Board Member:	☐ Yes ☐ No	☐ Yes ☐ No
Board Member:	☐ Yes ☐ No	☐ Yes ☐ No

Alien Ownership Questions (if the answer is Yes, provide an attachment explaining the circumstances)**8**

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

Basic Qualification Information**9**

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

Customer/Lessee Certification Statements**10**

1) The Customer/Lessee agrees that the Lease is not a sale or transfer of the license itself.	☒ Yes
2) The Customer/Lessee acknowledges that it is required to comply with the Commission's Rules and Regulations and other applicable law at all times, and if the Customer/Lessee fails to so comply, the Lease may be revoked, cancelled, or terminated by either the Licensee or the Commission.	☒ Yes
3) The Customer/Lessee certifies that neither it nor any other party to the Application/Notification is subject to a denial of Federal benefits pursuant to Section 5301 of the Anti-Drug Abuse Act of 1988, 21 U.S.C § 862, because of a conviction for possession or distribution of a controlled substance (See Section 1.2002(b) of the rules, 47 CFR § 1.2002(b), for the definition of "party to the application" as used in this certification.)	☒ Yes
4) The Customer/Lessee hereby accepts Commission oversight and enforcement consistent with the license and lease authorization. The Lessee acknowledges that it must cooperate fully with any investigation or inquiry conducted either by the Commission or the Licensee, allow the Commission or the Licensee to conduct on-site inspections of transmission facilities, and suspend operations at the direction of the Commission or the Licensee and to the extent that such suspension of operation would be consistent with applicable Commission policies.	☒ Yes

5) The Customer/Lessee acknowledges that in the event an authorization held by a Licensee that it has association with it a spectrum leasing arrangement that is the subject of this filing is revoked, cancelled, terminated, or otherwise ceases to be in effect, the Customer/Lessee will have no continuing authority to use the leased spectrum and will be required to terminate its operations no later than the date on which the Licensee ceases to have any authority to operate under the license, unless otherwise authorized by the Commission.	☒ Yes
6) The Customer/Lessee agrees the Lease shall not be assigned to any entity that is not eligible or qualified to enter into a spectrum leasing arrangement under the Commission's Rules and Regulations.	☒ Yes
7) The Customer/Lessee waives any claim to the use of any particular frequency or of the electromagnetic spectrum as against the regulatory power of the United States because of the previous use of the same, whether by spectrum lease or otherwise.	☒ Yes
8) The Customer/Lessee certifies that it is not in default on any payment for Commission licenses and that it is not delinquent on any non-tax debt owed to any federal agency.	☒ Yes

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

Type or Printed Name of Party Authorized to Sign

First Name: <i>Rocky</i>	MI:	Last Name: <i>Ford</i>	Suffix:
Title: Chairman		Customer Name: Columbia County Board of County Commissioners	
Signature: <i>Rocky D Ford</i>			Date: <i>12-01-2022</i>
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: SPECTRUM LEASE AGREEMENT

Background

- A. Customer has bought or will buy or use FlexNet equipment manufactured by Sensus;
- B. Sensus is leasing spectrum to Customer to operate the FlexNet equipment;
- C. The spectrum that Sensus is leasing is authorized by Sensus' FCC License(s); and
- D. Sensus is leasing spectrum to Customer in the area where FlexNet equipment will be operated (the "Service Area").

Agreement

- A. **Spectrum Lease.** Sensus hereby grants to Customer and Customer accepts a spectrum manager lease ("Lease") over the frequencies of the FCC License and solely within Customer's Service Area. (The frequencies of the FCC License within Customer's geographic Service Area are called the "Leased Spectrum"). Customer shall pay the ongoing fees to either Sensus or Sensus' authorized distributor for the use of the Leased Spectrum, as directed by Sensus.
- B. **FCC Forms.** At the Federal Communications Commission (FCC), Sensus will; (1) obtain an FCC Registration Number (FRN) for Customer; (2) submit on behalf of Customer the FCC Form 602 Ownership Disclosure Information if Customer has not already done so; and (3) file a FCC Form 608, notification/application for long-term spectrum manager lease. This Lease becomes effective when the FCC accepts the FCC Form 608.
- C. **Lease Application.** In order to complete the FCC lease application, Customer will:
 - i. Complete and sign the representations in Part 1 of this Agreement such that Customer demonstrates it qualifies for a spectrum lease under FCC rules. Customer's signature will indicate that Customer authorizes Sensus to; (1) obtain an FRN on behalf of Customer; (2) submit the FCC Form 602 Ownership Disclosure Information on behalf of Customer if Customer has not already done so; and (3) file the spectrum manager lease notification on FCC Form 608 with the Customer as spectrum lessee.
 - ii. Give Sensus the coordinates of the boundaries of Customer's Service Area or, alternatively, approve Sensus' estimation of the same.
 - iii. If Customer has not already done so; Customer hereby authorizes Sensus to apply on Customer's behalf and obtain for Customer a Federal Registration Number (FRN, the FCC's unique identifier for each licensee) and shall supply Sensus with Customer's Taxpayer Identification Number (TIN).
 - iv. Provide any other information or other cooperation reasonably necessary for the Parties to perform as set forth herein.
- D. **Permitted Use of Spectrum Lease.** Customer 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. Customer may use the Leased Spectrum only to read and direct meters in support of Customer's primary utility business or any other operation approved by Sensus in writing. Without limiting the foregoing, Customer is prohibited from reselling, subleasing or sublicensing the Leased Spectrum or from transmitting voice communications over the Leased Spectrum.
- E. **Term of Spectrum Lease.** Unless terminated earlier (because for example Customer stopped using the FlexNet equipment), this Lease will have the same term as the FCC license. If Customer is operating in compliance with this Agreement and Customer'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.
- F. **Termination of Spectrum Lease.** The Lease will terminate: (a) two months after Customer stops transmitting with FlexNet equipment manufactured by Sensus; (b) upon termination, revocation or expiration of the FCC License; or (c) upon Customer's breach of this Agreement.
- G. **FCC Compliance.** The following FCC requirements apply
 - i. Pursuant to 47 CFR 1.9040(a);
 - (a) Customer must comply at all times with applicable FCC rules. This Agreement may be revoked by Sensus or the FCC if Customer fails to so comply;
 - (b) If the FCC License is terminated, Customer has no continuing right to use the Leased Spectrum unless otherwise authorized by the FCC;
 - (c) This Agreement is not an assignment, sale or other transfer of the FCC License;
 - (d) This Agreement may not be assigned except upon written consent of Sensus, which consent may be withheld in its discretion; and
 - (e) In any event, Sensus will not consent to an assignment that does not satisfy FCC rules.
 - ii. Referencing 47 CFR 1.9010, Sensus retains *de jure* and *de facto* control over the applicable radio facilities, including that,

- (a) Sensus will be responsible for Customer's compliance with FCC policies and rules. Sensus represents and warrants that it has engineered the FlexNet equipment and accompanying software and other programs to comply with FCC rules. Customer will operate the FlexNet equipment subject to Sensus' supervision and control and solely in accordance with Sensus' specifications. Sensus retains the right to inspect Customer's radio operations hereunder and to terminate this Agreement or take any other necessary steps to resolve a violation of FCC rules, including to order Customer to cease transmission. Sensus will act as spectrum manager in assigning spectrum under the FCC License so as to avoid any harmful interference or other violation of FCC rules. Sensus will be responsible for resolving any interference complaints or other FCC rule violations that may arise; and
 - (b) Sensus will file any necessary FCC forms or applications and Customer agrees reasonably to assist Sensus with such filing by providing any necessary information or other cooperation. Sensus will otherwise interact with the FCC with respect to this Agreement, the FCC License or FlexNet equipment.
- H. **Interference.** Customer agrees to report to Sensus promptly, and in no event later than 72 hours afterward, any incident related to the Leased Spectrum, including where Customer experiences harmful interference, receives a complaint or other notice of having caused harmful interference, or receives any type of communication from the FCC or other government agency regarding radio transmission.
- I. **Limitation of Liability.** Each parties' 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 be limited to direct damages. Neither party shall be liable for any indirect, incidental, special or consequential damages. This is so whether the Causes of Action are in tort, including, without limitation, negligence or strict liability, in contract, under statute or otherwise. The limitations on liability set forth in this Agreement are fundamental inducements to both parties to enter into this Agreement. They apply unconditionally and in all respects. They are to be interpreted broadly so as to give the maximum protection permitted under law.

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