

**AGREEMENT FOR  
ADVANCED METERING INFRASTRUCTURE (AMI) IMPLEMENTATION**

**THIS AGREEMENT FOR ADVANCED METERING INFRASTRUCTURE (AMI) IMPLEMENTATION**, made this \_\_\_\_\_ day of \_\_\_\_\_ 2024, is by and between the **City of Fort Lauderdale**, a Florida municipality (“City”), whose address is 101 NE 3<sup>rd</sup> Avenue, Suite 2100, Fort Lauderdale, Florida, 33301, and **Core & Main LP, a Florida Limited Partnership** (“Contractor”) whose address is **4310 NW 10<sup>th</sup> Avenue, Oakland Park, Florida 33309, Phone: (812) 767-9253, Email: [Shawn.Kietzman@coreandmain.com](mailto:Shawn.Kietzman@coreandmain.com)**, collectively, “Party” or “Parties”.

NOW THEREFORE, for and in consideration of the mutual promises and covenants set forth herein and other good and valuable consideration, the City and the Contractor covenant and agree as follows:

**WITNESSETH:**

**I. DOCUMENTS**

The following documents (collectively “Contract Documents”) are hereby incorporated into and made part of this Agreement (Form P-0001):

(1) **RFP Event 193, Advanced Metering Infrastructure (AMI) Implementation (Re-Solicitation)**, including any and all addenda, prepared by the City of Fort Lauderdale (“RFP” or “Exhibit A”).

(2) The Contractor’s response to the **RFP, dated November 30, 2023** (“Exhibit B”).

All Contract Documents may also be collectively referred to as the “Documents.” In the event of any conflict between or among the Documents or any ambiguity or missing specifications or instruction, the following priority is established:

- A. First, this Agreement dated \_\_\_\_\_, 2024, and any attachments.
- B. Second, Exhibit B.
- C. Third, Exhibit A.

**II. SCOPE**

The Contractor shall perform the work under the general direction of the City as set forth in the Contract Documents.

Unless otherwise specified herein, the Contractor shall perform all work identified in this Agreement. The Parties agree that the scope of services is a description of Contractor’s obligations and responsibilities, and is deemed to include preliminary considerations and prerequisites, and all labor, materials, equipment, and tasks which are such an inseparable

part of the work described that exclusion would render performance by Contractor impractical, illogical, or unconscionable.

Contractor acknowledges and agrees that the City's Contract Administrator has no authority to make changes that would increase, decrease, or otherwise modify the Scope of Services to be provided under this Agreement.

By signing this Agreement, the Contractor represents that it thoroughly reviewed the documents incorporated into this Agreement by reference and that it accepts the description of the work and the conditions under which the Work is to be performed.

### **III. TERM OF AGREEMENT**

a. Delivery and Installation Project. The Term of the Delivery and Installation portion of the Project shall begin on the Effective Date and, unless earlier terminated in the manner contemplated by this Agreement, shall endure for thirty-six (36) months. Upon completion of the Project Delivery and Installation portion of the Project, the obligations set forth in Appendix A will be complete and Appendix A will terminate.

b. CORE+ Project. The term of the CORE+ portion of this Project shall begin after the first SmartPoint activation and shall endure for a period of fifteen (15) years as specified in Appendix D2 "Price Schedule", unless earlier terminated in the manner contemplated by this Agreement. The CORE+ portion of the Project may be extended for up to five (5) renewal terms of one (1) year each, providing all terms conditions and specifications remain the same, both Parties agree to the extension, and such extension is approved by the City. In the event the term of this Agreement extends beyond the end of any fiscal year of City, to wit, September 30<sup>th</sup>, the continuation of this Agreement beyond the end of such fiscal year shall be subject to both the appropriation and the availability of funds.

### **IV. COMPENSATION**

The Contractor agrees to provide the services and/or materials as specified in the Contract Documents at the cost specified in Exhibit B. It is acknowledged and agreed by Contractor that this amount is the maximum payable and constitutes a limitation upon City's obligation to compensate Contractor for Contractor's services related to this Agreement. This maximum amount, however, does not constitute a limitation of any sort upon Contractor's obligation to perform all items of work required by or which can be reasonably inferred from the Scope of Services. Except as otherwise provided in the solicitation, no amount shall be paid to Contractor to reimburse Contractor's expenses.

### **V. METHOD OF BILLING AND PAYMENT**

Contractor may submit invoices for materials as materials are delivered, and for installation services no more often than monthly, but only after the installation services for which the invoices are submitted have been completed. An original invoice is due within fifteen (15) days of the end of the month except the final invoice which must be received no later than

sixty (60) days after this Agreement expires. Invoices shall designate the nature of the services performed and/or the goods provided.

City shall pay Contractor as provided in the Florida Local Government Prompt Payment Act.

To be deemed proper, all invoices must comply with the requirements set forth in this Agreement and must be submitted on the form and pursuant to instructions prescribed by the City's Contract Administrator. Payment may be withheld for failure of Contractor to comply with a term, condition, or requirement of this Agreement.

Notwithstanding any provision of this Agreement to the contrary, City may withhold, in whole or in part, payment to the extent necessary to protect itself from loss on account of inadequate or defective work that has not been remedied or resolved in a manner satisfactory to the City's Contract Administrator or failure to comply with this Agreement. The amount withheld shall not be subject to payment of interest by City.

## **VI. GENERAL CONDITIONS**

### **A. Indemnification**

Contractor shall protect and defend at Contractor's expense, and indemnify and hold harmless the City and the City's officers, employees, volunteers, and agents from and against any and all actual and direct losses, penalties, fines, damages, settlements, judgments, claims, costs, charges, expenses, or liabilities, including any award of attorney fees and any award of costs, to the extent arising out of any negligent act or omission by the Contractor or by any officer, employee, agent, invitee, subcontractor, or sublicensee of the Contractor. The City reserves the right to reasonably object to counsel selected by Contractor. The provisions and obligations of this section shall survive the expiration or earlier termination of this Agreement.

### **B. Intellectual Property**

Contractor shall indemnify and hold harmless the City from and against any judgment by a court of competent jurisdiction or settlement reached from any litigation instituted against the City by a third party which alleges that the AMI System provided hereunder infringes upon the patents or copyrights of such third party, provided that Contractor shall have the right to select counsel in such proceedings and control such proceedings. Notwithstanding the foregoing, Contractor shall have no liability under this indemnity unless the City cooperates with and assists Contractor in any such proceedings and gives Contractor written notice of any claim hereunder within fourteen (14) days of receiving it. Further, Contractor shall have no liability hereunder if such claim is related to; (i) any change, modification or alteration made to the AMI System by the City or a third party, (ii) use of the AMI System in combination with any goods or services not provided by Sensus USA, Inc. through Contractor hereunder, (iii) intentionally omitted (iv) compliance by Contractor with any designs, specifications or instructions provided by the City or compliance by Contractor with an industry

standard, or (v) any use of the AMI System other than for the Permitted Use as specified by the manufacturer. 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 Contractor or Sensus USA, Inc., the AMI System is likely to become the subject of an infringement claim, Contractor, at its sole discretion and expense, may; (i) procure for the City 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 CITY'S SOLE AND EXCLUSIVE REMEDY AND CONTRACTOR'S ENTIRE LIABILITY FOR ANY CLAIM OF INFRINGEMENT.

### **C. Termination for Cause**

The Contractor may terminate this Agreement for cause if the City has not corrected the breach within ten (10) days after written notice from the Contractor identifying the breach. The City may terminate this Agreement for cause if the Contractor has not commenced efforts to correct the breach within ten (10) days after written notice from the City and thereafter fails to diligently pursue correction. The City Manager may also terminate this Agreement upon such notice as the City Manager deems appropriate under the circumstances in the event the City Manager determines that termination is necessary to protect the public health or safety. The Parties agree that if the City erroneously, improperly or unjustifiably terminates for cause, such termination shall be deemed a termination for convenience, which shall be effective thirty (30) days after such notice of termination for cause is provided.

This Agreement may be terminated for cause for reasons including, but not limited to, Contractor's repeated (whether negligent or intentional) submission for payment of false or incorrect bills or invoices, failure to perform the Work to the City's satisfaction; or failure to continuously perform the work in a manner calculated to meet or accomplish the objectives as set forth in this Agreement,

### **D. Termination for Convenience**

The City reserves the right, in its best interest as determined by the City, to cancel this Agreement for convenience by giving written notice to the Contractor at least thirty (30) days prior to the effective date of such cancellation. In the event this Agreement is terminated for convenience, Contractor shall be paid for any services performed to the City's satisfaction pursuant to the Agreement through the termination date specified in the written notice of termination, plus amounts for special order materials, materials not returnable to the manufacturer for credit and materials in the course of production, manufacturer cancellation fees, return freight charges, reasonable restocking fees as agreed by the Parties. Contractor acknowledges and agrees that it has received good, valuable and sufficient consideration from City, the receipt and adequacy of which are hereby acknowledged by Contractor, for City's right to terminate this Agreement for convenience.

### **E. Cancellation for Unappropriated Funds**

The City reserves the right, in its best interest as determined by the City, to cancel this Agreement for unappropriated funds or unavailability of funds by giving written notice to the Contractor at least thirty (30) days prior to the effective date of such cancellation. The obligation of the City for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise provided by law.

#### **F. Insurance and Bonds**

As a condition precedent to the effectiveness of this Agreement, during the term of this Agreement and during any renewal or extension term of this Agreement, the Contractor, at the Contractor's sole expense, shall provide insurance of such types and with such terms and limits as noted below. Providing proof of and maintaining adequate insurance coverage are material obligations of the Contractor. The Contractor shall provide the City a certificate of insurance evidencing such coverage. The Contractor's insurance coverage shall be primary insurance for all applicable policies to the extent of the products and services of Contractor. The limits of coverage under each policy maintained by the Contractor shall not be interpreted as limiting the Contractor's liability and obligations under this Agreement. All insurance policies shall be from insurers authorized to write insurance policies in the State of Florida and that possess an A.M. Best rating of A-, VII or better. All insurance policies are subject to approval by the City's Risk Manager.

The coverages, limits, and endorsements required herein protect the interests of the City, and these coverages, limits, and endorsements may not be relied upon by the Contractor for assessing the extent or determining appropriate types and limits of coverage to protect the Contractor against any loss exposure, whether as a result of this Agreement or otherwise. The requirements contained herein, as well as the City's review or acknowledgement, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Contractor under this Agreement.

The following insurance policies and coverages are required:

##### **Commercial General Liability**

Coverage must be afforded under a Commercial General Liability policy with limits not less than:

- \$2,000,000 each occurrence and \$2,000,000 aggregate for Bodily Injury, Property Damage, and Personal and Advertising Injury
- \$2,000,000 each occurrence and \$2,000,000 aggregate for Products and Completed Operations

Policy must include coverage for Contractual Liability and Independent Contractors.

The City and the City's officers, employees, and volunteers are to be covered as additional insureds with a CG 20 26 Additional Insured – Designated Person or

Organization Endorsement or similar endorsement providing equal or broader Additional Insured Coverage with respect to liability arising out of activities performed by or on behalf of the Contractor. The coverage shall contain no special limitation on the scope of protection afforded to the City or the City's officers, employees, and volunteers.

Business Automobile Liability

Coverage must be afforded for all Owned, Hired, Scheduled, and Non-Owned vehicles for Bodily Injury and Property Damage in an amount not less than \$1,000,000 combined single limit each accident.

If the Contractor does not own vehicles, the Contractor shall maintain coverage for Hired and Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

Workers' Compensation and Employer's Liability

Coverage must be afforded per Chapter 440, Florida Statutes. Any person or entity performing work for or on behalf of the City must provide Workers' Compensation insurance. Exceptions and exemptions will be allowed by the City's Risk Manager, if they are in accordance with Florida Statutes.

The Contractor waives, and the Contractor shall ensure that the Contractor's insurance carrier waives, all subrogation rights against the City and the City's officers, employees, and volunteers for all losses or damages. The City requires the policy to be endorsed with WC 00 03 13 Waiver of our Right to Recover from Others or equivalent.

The Contractor must be in compliance with all applicable State and federal workers' compensation laws, including the U.S. Longshore Harbor Workers' Act and the Jones Act, if applicable.

Insurance Certificate Requirements

- a. The Contractor shall provide the City with valid Certificates of Insurance (binders are unacceptable) no later than thirty (30) days prior to the start of work contemplated in this Agreement.
- b. The Contractor shall provide to the City a Certificate of Insurance having a thirty (30) day notice of cancellation; ten (10) days' notice if cancellation is for nonpayment of premium.
- c. In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of the Contractor to provide the proper notice. Such notification will be in writing by e-mail and addressed to the certificate holder.
- d. In the event the Agreement term goes beyond the expiration date of the insurance policy, the Contractor shall provide the City with an updated Certificate of Insurance prior to the expiration of the insurance currently in effect. The City reserves the right to suspend the Agreement until this requirement is met.

- e. The Certificate of Insurance shall indicate whether coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the Certificate of Insurance must show a retroactive date, which shall be the effective date of the initial contract or prior.
- f. The City shall be named as an Additional Insured on all liability policies, with the exception of Workers' Compensation.
- g. The City shall be granted a Waiver of Subrogation on the Contractor's Workers' Compensation insurance policy.
- h. The title of the Agreement, Bid/Contract number, event dates, or other identifying reference must be listed on the Certificate of Insurance.

The Certificate Holder should read as follows:

City of Fort Lauderdale  
401 SE 21<sup>st</sup> Street  
Fort Lauderdale, FL 33316

The Contractor has the sole responsibility for the payment of all insurance premiums and shall be fully and solely responsible for any costs or expenses as a result of a coverage deductible, co-insurance penalty, or self-insured retention; including any loss not covered because of the operation of such deductible, co-insurance penalty, self-insured retention, or coverage exclusion or limitation. Any costs for adding the City as an Additional Insured shall be at the Contractor's expense.

If the Contractor's primary insurance policy/policies do not meet the minimum requirements, as set forth in this Agreement, the Contractor may provide evidence of an Umbrella/Excess insurance policy to comply with this requirement.

The Contractor's insurance coverage shall be primary insurance as applied to the City and the City's officers, employees, and volunteers to the extent of the products and services of Contractor. Any insurance or self-insurance maintained by the City covering the City, the City's officers, employees, or volunteers shall be non-contributory.

Any exclusion or provision in the insurance maintained by the Contractor that excludes coverage for work contemplated in this Agreement, and not covered by other policies within Contractor's program, shall be unacceptable and shall be considered breach of contract.

All required insurance policies must be maintained until the contract work has been accepted by the City, or until this Agreement is terminated, whichever is later. Any lapse in coverage shall be considered breach of contract. In addition, Contractor must provide to the City confirmation of coverage renewal via an updated certificate should any policies expire prior to the expiration of this Agreement. The City reserves the right to review, at any time, coverage forms and limits of Contractor's insurance policies.

The Contractor shall provide notice of any and all claims, accidents, and any other occurrences associated with this Agreement to the Contractor's insurance company or companies and the City's Risk Management office as soon as practical.

It is the Contractor's responsibility to ensure that any and all of the Contractor's independent contractors and subcontractors comply with these insurance requirements. All coverages for independent contractors and subcontractors shall be subject to all of the applicable requirements stated herein. Any and all deficiencies are the responsibility of the Contractor.

Bonds: Contractor shall furnish to the City a Payment and Performance Bond, in the amount of the Agreement price as surety for faithful performance under the terms and conditions of Appendix A of the Agreement. If the bond is on an annual coverage basis, renewal for each succeeding year shall be submitted to the City prior to the termination date of the existing Payment and Performance Bond. The Performance Bond must be executed by a surety company or recognized standing to do business in the State of Florida and having a resident agent.

#### **G. Environmental, Health and Safety**

Contractor shall place the highest priority on health and safety and shall maintain a safe working environment during performance of the Work. Contractor shall comply, and shall secure compliance by its employees, agents, and subcontractors, with all applicable environmental, health, safety and security laws and regulations, and performance conditions in this Agreement. Compliance with such requirements shall represent the minimum standard required of Contractor. Contractor shall be responsible for examining all requirements and determine whether additional or more stringent environmental, health, safety and security provisions are required for the Work. Contractor agrees to utilize protective devices as required by applicable laws, regulations, and any industry or Contractor's health and safety plans and regulations, and to pay the costs and expenses thereof, and warrants that all such persons shall be fit and qualified to carry out the Work.

#### **H. Standard of Care**

Contractor represents that it is qualified to perform the Work, that Contractor and its subcontractors possess current, valid state and/or local licenses to perform the Work, and that their services shall be performed in a manner consistent with that level of care and skill ordinarily exercised by other qualified contractors under similar circumstances.

#### **I. Rights in Documents and Work**

Any and all reports, photographs, surveys, and other data and documents provided or created in connection with this Agreement (excluding documents created in the normal course of business including but not limited to Contractor's invoices) are and shall remain the property of City. In the event of and upon termination of this Agreement, any reports, photographs, surveys, and other data and documents prepared by Contractor which were not previously furnished to the City, shall become the property of City and shall be delivered by Contractor to the City's Contract Administrator within seven (7) days of termination of this Agreement by either party. Any compensation due to Contractor shall be withheld until Contractor delivers all documents to the City as provided herein, if any.



#### **J. Audit Right and Retention of Records**

City shall have the right to audit the books, records, and accounts of Contractor and Contractor's subcontractors that are related to this Agreement as provided in Section 287.058, Florida Statutes (2023), as may be amended or revised. Contractor shall keep, and Contractor shall cause Contractor's subcontractors to keep, such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement. All books, records, and accounts of Contractor and Contractor's subcontractors shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so, Contractor or Contractor's subcontractor, as applicable, shall make same available at no cost to City in written form.

Contractor and Contractor's subcontractors shall preserve and make available, at reasonable times for examination and audit by City in Broward County, Florida, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida public records law, Chapter 119, Florida Statutes, as may be amended or revised, if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of each portion of this Agreement. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida public records law is determined by City to be applicable to Contractor and Contractor's subcontractors' records, Contractor and Contractor's subcontractors shall comply with all requirements thereof; however, Contractor and Contractor's subcontractors shall violate no confidentiality or non-disclosure requirement of either federal or state law.

Contractor shall, by written contract, require Contractor's subcontractors to agree to the requirements and obligations of this Section.

The Contractor shall maintain during the term of the Agreement all books of account, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this Agreement.

#### **K. Public Entity Crime Act**

Contractor represents that the execution of this Agreement will not violate the Public Entity Crime Act, Section 287.133, Florida Statutes (2023), as may be amended or revised, which essentially provides that a person or affiliate who is a contractor, consultant, or other provider and who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to City, may not submit a bid on a contract with City for the construction or repair of a public building or public work, may not submit bids on leases of real property to City, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with City, and may not transact any business with City in excess of the threshold amount provided in Section 287.017, Florida Statutes (2023), as may be amended or revised, for

category two purchases for a period of 36 months from the date of being placed on the convicted vendor list. Violation of this section shall result in termination of this Agreement and recovery of all monies paid by City pursuant to this Agreement and may result in debarment from City's competitive procurement activities.

**L. Independent Contractor**

Contractor is an independent contractor under this Agreement. Services provided by Contractor pursuant to this Agreement shall be subject to the supervision of the Contractor. In providing such services, neither Contractor nor Contractor's agents shall act as officers, employees, or agents of City. No partnership, joint venture, or other joint relationship is created hereby. The City does not extend to Contractor or Contractor's agents any authority of any kind to bind City in any respect whatsoever.

**M. Inspection and Non-Waiver**

Contractor shall permit the representatives of CITY to inspect and observe the Work at all times.

The failure of the City to insist upon strict performance of any other terms of this Agreement or to exercise any rights conferred by this Agreement shall not be construed by Contractor as a waiver of the City's right to assert or rely on any such terms or rights on any future occasion or as a waiver of any other terms or rights.

**N. Assignment and Performance**

Neither this Agreement nor any right or interest herein shall be assigned, transferred, or encumbered without the prior written consent of the other party. In addition, Contractor shall not subcontract any portion of the work required by this Agreement, except as provided in the Schedule of Subcontractor Participation. City may terminate this Agreement, effective immediately, if there is any assignment, or attempted assignment, transfer, or encumbrance, by Contractor of this Agreement or any right or interest herein without City's written consent.

Contractor represents that each person who will render services pursuant to this Agreement is duly qualified to perform such services by all appropriate governmental authorities, where required, and that each such person is reasonably experienced and skilled in the area(s) for which he or she will render his or her services.

Contractor shall perform Contractor's duties, obligations, and services under this Agreement in a skillful and respectable manner. The quality of Contractor's performance and all interim and final product(s) provided to or on behalf of City shall be comparable to the best local and national standards.

In the event Contractor engages any subcontractor in the performance of this Agreement, Contractor shall ensure that all of Contractor's subcontractors perform in accordance with the terms and conditions of this Agreement. Contractor shall be fully responsible for all of Contractor's subcontractors' performance, and liable for any of

Contractor's subcontractors' non-performance and all of Contractor's subcontractors' acts and omissions. Contractor shall defend at Contractor's expense, and indemnify and hold City and City's officers, employees, and agents harmless from and against any actual and direct claim, lawsuit, third party action, fine, penalty, settlement, or judgment, including any award of attorney fees and any award of costs, by or in favor of any of Contractor's subcontractors for payment for work performed for City by any of such subcontractors. The City reserves the right to reasonably object to a subcontractor proposed by Contractor, including but not limited to subcontractors which would be prohibited from participation on the project by law. In that event, Contractor agrees to remove the subcontractor from the project and propose a replacement subcontractor subject to the City's reasonable approval.

#### **O. Conflicts**

Neither Contractor nor any of Contractor's employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with Contractor's loyal and conscientious exercise of judgment and care related to Contractor's performance under this Agreement.

Contractor further agrees that none of Contractor's officers or employees shall, during the term of this Agreement, serve as an expert witness against City in any legal or administrative proceeding in which he, she, or Contractor is not a party, unless compelled by court process. Further, Contractor agrees that such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of City in connection with any such pending or threatened legal or administrative proceeding unless compelled by court process. The limitations of this section shall not preclude Contractor or any persons in any way from representing themselves, including giving expert testimony in support thereof, in any action or in any administrative or legal proceeding.

In the event Contractor is permitted pursuant to this Agreement to utilize subcontractors to perform any services required by this Agreement, Contractor agrees to require such subcontractors, by written contract, to comply with the provisions of this section to the same extent as Contractor.

#### **P. Schedule and Delays**

Time is of the essence in this Agreement. By signing, Contractor affirms that it believes the schedule to be reasonable; provided, however, the Parties acknowledge that the schedule might be modified as the City directs or as otherwise specified herein.

#### **Q. Materiality and Waiver of Breach**

City and Contractor agree that each requirement, duty, and obligation set forth herein was bargained for at arm's-length and is agreed to by the Parties in exchange

for *quid pro quo*, that each is substantial and important to the formation of this Agreement and that each is, therefore, a material term hereof.

City's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

**R. Compliance With Laws**

Contractor shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing Contractor's duties, responsibilities, and obligations pursuant to this Agreement.

**S. Severance**

In the event a portion of this Agreement is found by a court of competent jurisdiction to be invalid or unenforceable, the provisions not having been found by a court of competent jurisdiction to be invalid or unenforceable shall continue to be effective.

**T. Limitation of Liability**

Except for claims covered by insurance as required herein, Contractor's liability under this Agreement shall not exceed the amounts paid to Contractor by the City hereunder. NEITHER CONTRACTOR NOR THE CITY SHALL BE RESPONSIBLE TO EACH OTHER FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, EXEMPLARY OR SPECIAL DAMAGES RESULTING IN ANY FORM FROM THE PROJECT, WHETHER ARISING OUT OF WARRANTY, INDEMNITY, TORT, CONTRACT, OR OTHERWISE.

**U. Jurisdiction, Venue, Waiver, Waiver of Jury Trial**

The Agreement shall be interpreted and construed in accordance with, and governed by, the laws of the state of Florida. The Parties agree that the exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claims arising from, related to, or in connection with this Agreement must be litigated in federal court, the Parties agree that the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. **BY ENTERING INTO THIS AGREEMENT, THE PARTIES HEREBY EXPRESSLY WAIVE ANY AND ALL RIGHTS EITHER PARTY MIGHT HAVE TO A TRIAL BY JURY OF ANY ISSUES RELATED TO THIS AGREEMENT. IF A PARTY FAILS TO WITHDRAW A REQUEST FOR A JURY TRIAL IN A LAWSUIT ARISING OUT OF THIS AGREEMENT AFTER WRITTEN NOTICE BY THE OTHER PARTY OF VIOLATION OF THIS SECTION, THE PARTY MAKING THE REQUEST FOR JURY TRIAL SHALL BE LIABLE FOR**

**THE REASONABLE ATTORNEYS' FEES AND COSTS OF THE OTHER PARTY IN CONTESTING THE REQUEST FOR JURY TRIAL, AND SUCH AMOUNTS SHALL BE AWARDED BY THE COURT IN ADJUDICATING THE MOTION.**

**V. Amendments**

No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the Mayor-Commissioner and/or City Manager, as determined by City Charter and Ordinances, and Contractor or others delegated authority to or otherwise authorized to execute same on their behalf.

**W. Prior Agreements**

This document represents the final and complete understanding of the Parties and incorporates or supersedes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein. The Parties agree that there is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document. Accordingly, the Parties agree that no deviation from the terms hereof shall be predicated upon any prior representation or agreement, whether oral or written.

**X. Payable Interest**

Except as required and provided for by the Florida Local Government Prompt Payment Act, City shall not be liable for interest for any reason, whether as prejudgment interest or for any other purpose, and in furtherance thereof Contractor waives, rejects, disclaims and surrenders any and all entitlement it has or may have to receive interest in connection with a dispute or claim based on or related to this Agreement.

**Y. Representation of Authority**

Each individual executing this Agreement on behalf of a party hereto hereby represents and warrants that he or she is, on the date he or she signs this Agreement, duly authorized by all necessary and appropriate action to execute this Agreement on behalf of such party and does so with full legal authority.

**Z. Uncontrollable Circumstances ("Force Majeure")**

The City and Contractor will be excused from the performance of their respective obligations under this agreement when and to the extent that their performance is delayed or prevented by any circumstances beyond their control including but not limited to, fire, flood, explosion, strikes or other labor disputes, act of God or public emergency, war, riot, civil commotion, malicious damage, act or omission of any governmental authority, delay or failure or shortage of any type of transportation,

equipment, or service from a public utility needed for their performance, pandemic or epidemic, provided that:

1. The non-performing party gives the other party prompt written notice describing the particulars of the Force Majeure including, but not limited to, the nature of the occurrence and its expected duration, and continues to furnish timely reports with respect thereto during the period of the Force Majeure;
2. The excuse of performance is of no greater scope and of no longer duration than is required by the Force Majeure;
3. No obligations of either Party that arose before the Force Majeure causing the excuse of performance are excused as a result of the Force Majeure; and
4. The non-performing party uses its best efforts to remedy its inability to perform. Notwithstanding the above, if the delay exceeds two (2) months, the parties may mutually agree to either extend the period during which performance is excused or remove the portion of the work impacted by Force Majeure. Should any portion of the Work be removed as aforesaid, neither Party will have any further obligation to the other with respect to such work. Economic hardship of the Contractor will not constitute Force Majeure. The term of the Agreement shall be extended by a period equal to that during which either Party's performance is suspended under this Section.

#### **AA. Scrutinized Companies**

Subject to *Odebrecht Construction, Inc., v. Prasad*, 876 F.Supp.2d 1305 (S.D. Fla. 2012), affirmed, *Odebrecht Construction, Inc., v. Secretary, Florida Department of Transportation*, 715 F.3d 1268 (11th Cir. 2013), with regard to the "Cuba Amendment," the Contractor certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2023), as may be amended or revised, that it is not engaged in a boycott of Israel, and that it does not have business operations in Cuba or Syria, as provided in section 287.135, Florida Statutes (2023), as may be amended or revised. The City may terminate this Agreement at the City's option if the Contractor is found to have submitted a false certification as provided under subsection (5) of section 287.135, Florida Statutes (2023), as may be amended or revised, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2023), or is engaged in a boycott of Israel or has been engaged in business operations in Cuba or Syria, as defined in Section 287.135, Florida Statutes (2023), as may be amended or revised.

## **BB. Public Records**

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES (2023), TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT CITY CLERK'S OFFICE, 1 EAST BROWARD BOULEVARD, SUITE 444, FORT LAUDERDALE, FLORIDA, 33301, PHONE: 954-828-5002, EMAIL: PRRCONTRACT@FORTLAUDERDALE.GOV.**

Contractor shall comply with public records laws, and Contractor shall:

1. Keep and maintain public records required by the City to perform the service.
2. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes (2023), as may be amended or revised, or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Agreement if the Contractor does not transfer the records to the City.
4. Upon completion of the Agreement, transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

## **CC. Non-Discrimination**

The Contractor shall not, in any of its activities, including employment, discriminate against any individual on the basis of race, color, national origin, religion, creed, sex, disability, sexual orientation, gender, age, gender identity, gender expression, or marital status.

1. The Contractor certifies and represents that it will comply with Section 2-187, Code of Ordinances of the City of Fort Lauderdale, Florida, as may be amended or revised, ("Section 2-187).

2. The failure of the Contractor to comply with Section 2-187 shall be deemed to be a material breach of this Agreement, entitling the City to pursue any remedy stated below or any remedy provided under applicable law.
3. The City may terminate this Agreement if the Contractor fails to comply with Section 2-187.
4. The City may retain all monies due or to become due until the Contractor complies with Section 2-187.
5. The Contractor may be subject to debarment or suspension proceedings. Such proceedings will be consistent with the procedures in Section 2-183 of the Code of Ordinances of the City of Fort Lauderdale, Florida.

**DD. Taxes, Permits and Fees**

Contractor shall be responsible for obtaining all permits and related permit fees associated with the Project. The City must disclose any known fees in advance of contract signing. Upon request by Contractor at its sole option, and in order to permit the City to take advantage of its tax-exempt status, the City agrees to issue orders for materials to a vendor under the direct purchase program set forth in Florida Administrative Code Rule 12A-1.094. In that event, the vendor will invoice the City directly for materials, the City will pay vendor directly for materials, and the City agrees to issue a Certificate of Entitlement to the vendor. Contractor shall be responsible for all taxes measured by Contractor's income.

**EE. Warranty**

The extent of the warranty to be provided by Core & Main is set forth in Appendix C.

**FF. Title and Risk of Loss**

Title and risk of loss for materials and equipment will pass to City upon delivery to City at City's location.

**GG. Non-Discrimination**

The Contractor shall not discriminate against its employees based on the employee's race, color, religion, gender, gender identity, gender expression, marital status, sexual orientation, national origin, age, disability, or any other protected classification as defined by applicable law.

1. The Contractor certifies and represents that the Contractor offers the same health benefits to the domestic partners of its employees as are offered its employees' spouses or offers its employees the cash equivalent of such health benefits because it is unable to provide health benefits to its employees' domestic partners, and that the Contractor will comply with Section 2-187, Code of



Ordinances of the City of Fort Lauderdale, Florida, (2023), as may be amended or revised, (“Section 2-187”), during the entire term of this Agreement.

2. The Contractor certifies and represents that it will comply with Section 2-187, Code of Ordinances of the City of Fort Lauderdale, Florida (“Section 2-187”).
3. The City may terminate this Agreement if the Contractor fails to comply with Section 2-187.
4. The City may retain all monies due or to become due until the Contractor complies with Section 2-187.
5. The Contractor may be subject to debarment or suspension proceedings. Such proceedings will be consistent with the procedures in Section 2-183 of the Code of Ordinances of the City of Fort Lauderdale, Florida.

#### **HH.E-Verify**

As a condition precedent to the effectiveness of this Agreement, pursuant to Section 448.095, Florida Statutes (2023), as may be amended or revised, the Contractor and its subcontractors shall register with and use the E-Verify system to electronically verify the employment eligibility of newly hired employees.

1. The Contractor shall require each of its subcontractors, if any, to provide the Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Contractor shall maintain a copy of the subcontractor’s affidavit for the duration of this Agreement and in accordance with the public records requirements of this Agreement.
2. The City, the Contractor, or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Subsection 448.09(1), Florida Statutes (2023), as may be amended or revised, shall terminate the Agreement with the person or entity.
3. The City, upon good faith belief that a subcontractor knowingly violated the provisions of Subsection 448.095(5), Florida Statutes (2023), as may be amended or revised, but that the Contractor otherwise complied with Subsection 448.095(5), Florida Statutes (2023), as may be amended or revised, shall promptly notify Contractor and order the Contractor to immediately terminate the contract with the subcontractor, and the Contractor shall comply with such order.
4. A contract terminated under Subparagraph 448.095(5)(c)1. or 2., Florida Statutes (2023), as may be amended or revised, is not a breach of contract and may not be considered as such. If the City terminates this Agreement under Paragraph 448.095(5)(c), Florida Statutes (2023), as may be amended or revised, the Contractor may not be awarded a public contract for at least one year after the date on which the Agreement was terminated. The Contractor is liable for any additional costs incurred by the City as a result of termination of this Agreement.

5. Contractor shall include in each of its subcontracts, if any, the requirements set forth in this Section, including this subparagraph, requiring any and all subcontractors, as defined in Subsection 448.095(1)(e), Florida Statutes (2023), as may be amended or revised, to include all of the requirements of this Section in their subcontracts. Contractor shall be responsible for compliance by any and all subcontractors, as defined in Subsection 448.095(1)(e), Florida Statutes (2023), as may be amended or revised, with the requirements of Section 448.095, Florida Statutes (2023), as may be amended or revised.

## **II. City Responsibilities**

City shall be responsible for cooperating with Contractor, providing accurate information in a timely manner, and making payment in a timely manner for Work performed. City shall designate a representative who will be fully acquainted with the Work and will be reasonably accessible to Contractor and its subcontractors and will have limited authority to make day to day decisions on behalf of City. City shall be required to give prompt notice should it become aware of any fault or defect in the Project.

### **JJ. Notices**

Whenever either party desires to give notice unto the other, it shall be given by written notice, sent certified by U.S. Mail, return receipt requested or via nationally recognized overnight courier addressed to the party to whom it is intended, at the places last specified, and the places for giving notice shall remain such until they are changed by written notice in compliance with this subsection. For the present, the parties designate the following as respective places for giving notice, to wit:

FOR CITY:                    Acting City Manager  
                                    City of Fort Lauderdale  
                                    401 SE 21<sup>st</sup> Street  
                                    Fort Lauderdale, Florida 33316

WITH A COPY:            City Attorney  
                                    City of Fort Lauderdale  
                                    1 East Broward Boulevard  
                                    Fort Lauderdale, Florida 33301

FOR CONTRACTOR:

                                    Shawn Kietzman  
                                    Core & Main LP  
                                    4310 NW 10<sup>th</sup> Avenue  
                                    Oakland Park, Florida 33309

### **KK. Attorney Fees**

If City or Contractor incurs any expense in enforcing the terms of this Agreement

through litigation, the prevailing Party in that litigation shall be reimbursed for all such costs and expenses, including but not limited to court costs, and reasonable attorney fees incurred during litigation.

**LL. Resolution of Disputes**

Questions, claims, difficulties and disputes of whatever nature which may arise relative to the technical interpretation of the Contract Documents and fulfillment of this Agreement as to the character, quality, amount and value of any work done and materials furnished, or proposed to be done or furnished under, or by reason of, the Contract Documents which cannot be resolved by mutual agreement of City Project Manager and Contractor shall be submitted to the City Manager or his designee and Contractor's representative for resolution. Prior to any litigation being commenced, for any disputes which remain unresolved, within sixty (60) days after final completion of the Work, the Parties shall participate in mediation to address all unresolved disputes to a mediator agreed upon by the Parties. Should any objection not be resolved in mediation, the Parties retain all their legal rights and remedies provided under the laws of Florida. Failure by a Party to comply in strict accordance with the requirements of this Article, then said Party specifically waives all of its rights provided hereunder, including its rights and remedies under the laws of Florida.

All non-technical administrative disputes (such as billing and payment) shall be determined by Contract Administrator.

During the pendency of any dispute and after a determination thereof, Contractor and Contract Administrator shall act in good faith to mitigate any potential damages including utilization of construction schedule changes and alternate means of construction. During the pendency of any dispute arising under this Agreement, other than termination herein, Contractor shall carry on the Work and adhere to the progress schedule. The Work shall not be delayed or postponed pending resolution of any disputes or disagreements.

For any disputes which remain unsolved, within sixty (60) calendar days after Final Completion of the Work, the Parties shall participate in mediation to address all unresolved disputes. A mediator shall be mutually agreed upon by the Parties. Should any objection not be resolved in mediation, the Parties retain all their legal rights and remedies under applicable law. If a Party objecting to a determination, fails to comply in strict accordance with the requirements of this Article, said Party specifically waives all of its rights provided hereunder, including its rights and remedies under applicable law.

**MM. Attachments**

The following attachments are attached hereto and incorporated by reference as though fully set forth herein:

Appendix A            Delivery and Installation Project Scope

Appendix A-1	Delivery and Installation Project Pricing
Appendix A-2	Statement of Work
Appendix B	CORE+ Project Scope
Appendix B-1	CORE+ Pricing
Appendix C	Warranty
Appendix C-1	Sensus Warranties and Terms of Sale
Appendix D	Sensus Software as a Service and Spectrum Lease Agreement

**[THIS SPACE WAS INTENTIONALLY LEFT BLANK]**

IN WITNESS WHEREOF, the City and the Contractor execute this Agreement as follows:

CITY OF FORT LAUDERDALE

By: \_\_\_\_\_  
SUSAN GRANT  
Acting City Manager

Date: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
DAVID R. SOLOMAN  
City Clerk

Approved as to form and correctness:  
Thomas J. Ansbro, City Attorney

By: \_\_\_\_\_  
RHONDA MONTOYA HASAN  
Senior Assistant City Attorney

WITNESSES:

CORE & MAIN LP, a Florida Limited Partnership

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

By: \_\_\_\_\_

Shawn Kietzman  
Senior Sales Manager

(CORPORATE SEAL)

ATTEST:

By: \_\_\_\_\_

STATE OF \_\_\_\_\_:

COUNTY OF \_\_\_\_\_:

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 2024, by Shawn Kietzman as Senior Sales Manager for Core & Main LP, a Florida Limited Partnership.

\_\_\_\_\_  
(Signature of Notary Public - State of Kansas)

\_\_\_\_\_  
(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally Known \_\_\_\_\_ OR Produced Identification \_\_\_\_\_

Type of Identification Produced: \_\_\_\_\_

## **Appendix A**

### **Delivery and Installation Project Scope**

1. **Summary of Work.** The Summary of Work for the Delivery and Installation Project Scope contemplated hereunder consists of providing and installing (if applicable) all Project materials and equipment as listed in Exhibit A-1, and management of the installation process (if applicable) within the geographic area defined in the propagation study or such other geographic area as otherwise defined herein (the “City Service Area”).

2. **Intentionally Omitted.**

3. **Compensation.** Core & Main will submit invoices for materials as they are delivered, and for installation and other services on a monthly basis. City agrees to pay Core & Main for the Work as described in Exhibit A-1 and additionally for each supplemental item as required by City and agreed by the Parties. City will make payment to Core & Main according to the State of Florida Prompt Payment Act.

4. **Installation Responsibilities of Core & Main.**

(a) **Project Installation.** Core & Main agrees to perform the Work in accordance with City’s specifications that are attached hereto during the Project Implementation Period specified above. Core & Main will be responsible for installing the Project according to manufacturer standards and such local standards, if any, as are attached hereto.

(b) **Water Shutoffs.** Core & Main, its agents and subcontractors, will be responsible for shutting off the water to each meter serviced as well as notifying each customer of the water shutoff. Core & Main may require assistance from the City with the notification of its customers, locating meter pits, arranging for access to meters that are behind gates, and other similar matters. The installation team will knock on the doors of residential customers as well as leave notifications on their doors. In the case of large commercial customers such as schools, hospitals, nursing homes or any other commercial customer, special efforts will be made to ensure minimum disruption to water needs. In order to prevent any damage from plumbing fixtures that are sensitive to water shutoffs, Core & Main will schedule replacements with these commercial customers and will notify the maintenance personnel when turning the water back on at these facilities. Regardless of any effort of Core & Main, ultimate responsibility of any and all fixtures inside buildings will remain the responsibility of the end user and/or City as detailed in any Service Contract that exists between City and its Customers.

(c) **Curb Stops.** In the event the service location lacks a curb stop or it is defective, Core & Main or its representative will contact the City. In this event the City will either A) provide the material to Core & Main or purchase the material from Core & Main, and authorize Core & Main to repair the defect at the hourly rate as listed in Exhibit A-1 or as otherwise agreed by the Parties or, B) repair the defect with City’s forces and

notify Core & Main that the repair has been made or, C) exclude the meter change out from the Project.

(d) Meter Boxes, Vaults, and Roadways. Core & Main is responsible for repairing any damages to meter boxes, vaults, and roadways that result from the installation of the Project; provided, however, that Core & Main shall not be liable for pre-existing conditions or leaks. Core & Main will install new meter boxes as authorized by the City's representative, with appropriate lid selection to be mutually agreed upon. Core & Main will drill existing city lid population as required throughout meter deployment. Core & Main will retain all existing water meters and materials pulled from the ground during the installation.

(e) AMI Infrastructure Work. If Core & Main's Work includes installation of AMI infrastructure, Core & Main will install any infrastructure included in Exhibit A-1 in accordance with the manufacturer's suggested recommendations.

(f) Disposal. Core & Main will be responsible for the disposal of all waste, debris, and materials from the installation of the Project and provide meter credits back to City per RFP requirements.

(g) Certified Installers. In the event this Agreement includes gas or electric meters or should local laws dictate, Core & Main will ensure that the meter installers are certified by the governing board as required.

(h) Liability.

Water Meter Replacement: Core & Main is responsible for any damages that occur within 6" on either side of the water meter resulting from the Project installation. Any damages incurred within this 6" area will be promptly repaired at the expense of Core & Main. Core & Main is not liable for damages outside the 6" zone, either on the water distribution side or on the customer side incurred from the Project installation including shutoff, temporary outage, and restart of water service. Core & Main is not liable for any pre-existing conditions including leaks, faulty workmanship and materials from previous projects or rust. Should such conditions occur (*i. e. leaks*) Core & Main may document them and at City's written request, repair them for a negotiated price.

Back-Flow Prevention Devices: Core & Main will not be required to install or repair any Back-Flow Prevention Devices. Core & Main assumes no liability or responsibility for the proper functioning of these devices. Core & Main recommends that the City notify each customer about the potential impact of thermal expansion but leaves this decision to the discretion of the City.

(i) Non-Covered Work. Contracted meter change outs contemplate a standard like-for-like meter change out. In the event that locations exist where conditions require nonstandard work (*i.e.*, move a service location etc., move fences for or other customer structures & items for access, install systems in heavy traffic locations, alleys, parking lots, re-piping, changing lay-length, adding flange adaptors, etc.), Core & Main and the City will either agree on a price the City will pay Core & Main to perform the work,



or the City will exclude this work from the Project. Should Core & Main, in its sole discretion, determine that any portion of the Work is unsafe, that portion of the Work will be considered nonstandard and will be excluded from the Project.

**5. Responsibilities of City during Installation.**

(a) Owner-Furnished Data. City shall provide Core & Main all technical data and information in City's possession, including previous reports, maps, surveys, necessary for Core & Main to perform the Work. City shall be responsible for identifying the location of meters. Should Core & Main require assistance in finding the meter location, City shall locate the meter in a timely manner.

(b) Access to Facilities and Property. City shall make its system facilities and properties available and accessible for inspection by Core & Main and its subcontractors.

(c) City Cooperation. City support will be required during implementation of the Project to obtain access to meter boxes/pits, infrastructure sites and to coordinate utility interruptions. City will provide notification in its billing to its customers that Core & Main is performing the designated work and that possible service interruption may result.

(d) Timely Review. The City shall examine all invoices and inspect all completed work by Core & Main in a timely manner. In the event that City fails to make timely payment to Core & Main as a result of City's delay in inspecting the Work or processing Core & Main's invoice, Core & Main reserves the right to suspend further work without penalty until such time as payment is made. The project completion date will be extended for the same duration of any such delay and suspension of Work.



**Appendix A-1**

**Delivery and Installation Project Pricing**

**(Attached to Proposal of Core & Main LP as Appendix D2)**

## **Appendix A-2**

### **Statement of Work**

#### **General Responsibilities:**

##### **Core & Main will:**

1. Provide a project manager to coordinate all FlexNet installation activities with the City and be the main contact point during the infrastructure and SmartPoint Module deployment phase. The project manager will coordinate training activities and all installation activities with Sensus field engineers and contract installation crews hired by City.
2. Provide City a Sensus certified propagation study that determines the locations best suited for installation of the Base Station's and to ensure proper communications with end point transmitters and the RNI.
3. Work with Sensus to commission the RNI hardware and software remotely.
4. Work with Sensus to obtain final network acceptance and approval to install endpoint devices.
5. Schedule training familiarization / operators training for head end software to City identified personnel at the City's location.
6. Hire a qualified installation contractor to install the antennae and cable that runs between the Base Station and the antenna.

#### **RNI (Headend) Responsibilities:**

The RNI & Test RNI Environment (if Test RNI Purchased) will be a SAAS model that will be stored at one of Sensus secure data sites.

##### **Core & Main will:**

1. Supply the RNI hardware and data management software necessary to operate on the RNI hardware.
2. Work with Sensus to obtain final configuration of all software and RNI hardware for operation with the FlexNet network.
3. Work with Sensus to Test and verify proper network connectivity to access the Base Station.

#### **Core & Main will Additionally per our CORE+ NaaS Program:**

1. Purchase all needed FlexNet (RNI) computer equipment.
2. Be responsible for fees associated with acquiring and maintaining the static IP addresses needed to access network equipment located at the Base Station site.
3. Provide the necessary static IP addresses for the FlexNet system components.
4. Be responsible to secure a suitable contractor to connect the data management software to the billing system to allow for data to be imported for billing purposes.

5. Provide remote network access to the FlexNet Base Station network to Sensus. This provides Sensus Technical Services personnel the ability to perform ongoing system support and troubleshooting.

## **CORE+ Network as a Service (NaaS) Infrastructure Site Responsibilities**

### **1. Network as a Service.**

- A. Generally, Core & Main shall provide City with Network as a Service ("NaaS"), as defined below, during the Term of the Agreement but only so long as City is current in its payments to Core & Main for NaaS. Notice of non-payment will be provided by Core & Main as specified in Section VI.C. of the Agreement.
- B. RF Field Equipment. City owns and will continue to own all RF Field Equipment.
  - i. Maintenance of RF Field Equipment. As a part of NaaS, Core & Main shall be responsible for the ongoing maintenance of the RF Field Equipment.
    - (a) For RF Field Equipment located on City's property, and for good and valuable consideration stated in this agreement, City agrees to provide to Core & Main adequate space on each relevant site where Core & Main will install and operate City-owned RF Field Equipment. Core & Main shall obtain any required permits. City will supply electric power to the RF Field Equipment. During any Network Continuation Term, as defined below, Core & Main shall pay for power to the RF Field Equipment. In the event that power is not present at a certain City site(s), Core & Main shall cover the reasonable costs associated with connecting the City's site(s) to the City's power supply for operation of the RF Field Equipment.
  - ii. **Site Access.** City shall provide Core & Main and/or Core & Main's authorized representative with access to all City site(s) necessary for Core & Main to perform the NaaS, as defined below.

**Network as a Service ("NaaS") Definition.** NaaS means only the following items in subsection 1. If an item is not included in subsection 1 below, it is specifically excluded from NaaS and subject to additional pricing.

1. **Core & Main Responsibilities.** Core & Main shall be responsible for providing the following services to the City:
  - i. City will own FlexNet Base Stations and Sensus USA, Inc. will own the FCC license spectrum.
    1. Core & Main is responsible for administration.
  - ii. Core & Main will own and be responsible for backhaul communication for Base Stations where backhaul is not provided by utility network.
    1. Core & Main is responsible for administration and payment of third party backhaul fees.

iii. Network Design and Architecture

1. Gather City defined requirements and features for design of network.
2. Design network based on City's asset locations.
3. Select sites that provide best coverage.
4. Perform preliminary site visits.
5. Finalize propagation study based on sites identified.
6. Propagation study of record is created and will be used in design per requirements identified.
7. Create SOW for Base Station installation work.
8. Build a schedule and project plan.
9. Design and analyze Radio Frequency ("RF") network including backhaul design.

iv. RF Field Equipment Installation

1. Order and deliver materials (Base Station, cables, antennas, etc.).
2. Installation of any towers, pads, etc. as needed.
3. Manage third party subcontractors as needed.
4. Install RF Field Equipment.
5. Perform RF / Noise analysis and resolution as required.
6. Certify Base Station installation and testing is complete.

v. Ongoing Operations Management

1. Core & Main will be responsible for the day-to-day operations, management, maintenance, and monitoring of the RF Field Equipment.
2. Document network design, physical asset condition, etc. (take and store photos as documentation).
3. Core & Main, via the Network Operation Center ("NOC"), shall monitor the RF Field Equipment to ensure the early identification and resolution of network communications on a 24 x 7 x 365 basis.
4. Monitor and manage firmware/software using standard key performance indicators for performance & capacity management (storage, CPU, memory, security, etc.).
5. Monitor and respond to system outages, trouble ticket generation, and other alerts regarding the FlexNet System.

6. Perform remote initial triage and troubleshooting of issues.
7. Any issues identified by Core & Main that cannot be resolved remotely shall be dispatched by the NOC for onsite resolution.
8. Mitigate and resolve any potential RF interference that may occur.
9. Provide remote firmware maintenance, which includes Patches, Updates, and Upgrades for RF Field Equipment software and firmware.
  - a. Core & Main will participate and support standard change management controls in accordance with City's change management practices, policies, and procedures.
10. Cyber security of RF Field Equipment will be managed, monitored, and maintained by Core & Main or its agent's security team and experts.
11. Perform network tuning to maximize FlexNet System.
  - a. Network tuning includes looking at stale meters, Read interval Success (RIS), RF channels, and overall network health, capacity, and performance. Meter configuration and channel configuration changes will be made to ensure optimal FlexNet System performance is being achieved on each channel and frequency.
12. Optimize network and ongoing design to ensure maximum coverage and performance.
  - a. Network optimization includes performing network design and propagation analysis to identify areas of improvement of coverage, capacity, and performance.
13. Service Level Objectives ("SLOs").
  - a. Field dispatch to occur within one (1) business day of identified issue.
  - b. Maintain performance consistent with the NaaS Uptime Rate (as defined below).
14. Provide monthly performance reports to City and manage SLOs as agreed upon.
- vi. Ongoing Infrastructure Maintenance
  1. Provide warranty of RF Base Stations, parts, replacement, etc. (labor and batteries included).
  2. Perform routine field preventative maintenance (physical maintenance and RF analysis).
    - a. Visit RF Base Station(s) once a year minimum for routine maintenance.

- b. Report of visits plus maintenance logs are stored in ticketing system.
  - c. Voltage standing wave ratio (VSWR) and Distance to Fault (DTF) testing of antenna system.
  - d. Inspection of antenna system.
  - e. Inspection of exterior and interior of cabinet including GPS system.
  - f. Power monitor and measurement.
  - g. Software inspection and confirmation.
  - h. Completion of checklist and reporting package with update of site photos.
  - i. Interference and noise mitigation checks are performed.
3. Provides spare parts for RF Field Equipment.

## 2. City Responsibilities

- i. City shall inform Core & Main whether City will own and be responsible for backhaul connectivity or whether City requires Core & Main to provide backhaul connectivity. If City opts to provide the backhaul connectivity for any portion of the FlexNet System, City shall be responsible for managing that connection and support through its third-party service provider.
- ii. City shall provide adequate internal network infrastructure so as to not affect Core & Main's ability to meet performance metrics and/or SLOs.
- iii. If required by City, City shall provide the support, maintenance, and monitoring of the City's dedicated LAN and or WAN. Core & Main shall not be responsible for performance and availability of the LAN or WAN networks outside of Core & Main's control.
- iv. City shall own metrology (meters), endpoint, and SmartPoint devices.
- v. City shall remain current in its payment obligations for NaaS. All payments shall be made to Core & Main.

## 3. FlexNet Network Availability.

- a. **NaaS Uptime Rate.** Core & Main endeavors to maintain an average NaaS Uptime Rate equal to ninety-nine percent (99.0%) per Month. The NaaS Uptime Rate, cumulative across the entire FlexNet Network, is intended to measure the percentage of time during each Month that the FlexNet Network was actually available to City for normal use. The NaaS Uptime Rate shall be calculated as follows:

$$\text{NaaS Uptime Rate} = \frac{100 \times (\text{TMO} - \text{total Non-Scheduled Downtime minutes in the Month})}{\text{TMO}}$$

**b. Definitions.**

- i. **“Targeted Minutes of Operation” or “TMO”** means total minutes in the applicable calendar month (**“Month”**) minus the Scheduled Downtime in the Month.
- ii. **“Scheduled Downtime”** means the number of minutes during the Month, as measured by Core & Main, in which access to or use of the FlexNet Network is scheduled to be unavailable for use by City due to planned system or RF Field Equipment maintenance. Core & Main shall provide City notice (via email or otherwise) at least seven (7) days in advance of commencement of the Scheduled Downtime.
- iii. **“Non-Scheduled Downtime”** means the number of minutes during the Month, as measured by Core & Main, in which access to or use of the RF Field Equipment is unavailable for use by City due to reasons other than Scheduled Downtime or the Exceptions, as defined below (e.g., due to a need for unplanned maintenance or repair).
- iv. **“Exceptions” Exceptions** means the following events:
  - Force Majeure
  - Emergency Work, as defined below; and
  - Lack of Internet Availability, as described below.
  - a. **Emergency Work.** In the event that Force Majeure, emergencies, dangerous conditions, or other exceptional circumstances arise or continue during TMO, Core & Main shall be entitled to take any actions that Core & Main, in good faith, determines is necessary or advisable to prevent, remedy, mitigate, or otherwise address actual or potential harm, interruption, loss, threat, security or like concern to any of the Application(s) ('Emergency Work'). Such Emergency Work may include, but is not limited to analysis, testing, repair, maintenance, re-setting and other servicing of the hardware, cabling, networks, software and other devices, materials, and systems through which access to and/or use of the Application(s) by the City is made available (the "Managed Systems"). Core & Main shall endeavor to provide advance notice of such Emergency Work to City when practicable and possible.
  - b. **Lack of Internet Availability.** Core & Main shall not be responsible for any deterioration of performance attributable to latencies in the public internet or point-to-point network connection operated by a third party. City expressly acknowledges and agrees that Core & Main does not and cannot control the flow of data to or from Core & Main's networks and other portions of the Internet, and that such flow depends in part on the performance of Internet services provided or controlled by third parties, and that at times, actions or inactions of such third parties can impair or



disrupt data transmitted through, and/or City's connections to, the Internet or point-to-point data connection (or portions thereof). Although Core & Main will use commercially reasonable efforts to take actions Core & Main may deem appropriate to mitigate the effects of any such events, Core & Main cannot guarantee that such events will not occur. Accordingly, Core & Main disclaims any and all liability resulting from or relating to such events.

### **SmartPoint Module Installation Responsibilities**

#### **Core & Main will:**

1. Install or hire a qualified installation contractor to meet RFP installation requirements 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. Core & Main will engage Sensus to 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, Core & Main will engage Sensus to investigate the remaining Endpoints to identify and fix any coverage issues.
6. Coordinate with Sensus to establish the Endpoints installation schedule, shipment quantities, and overall project timeline.

#### **City will:**

1. Purchase Endpoints. “Endpoint,” in this Exhibit only, means a Sensus meter or a Sensus SmartPoint Module installed on a third-party meter.

## **APPENDIX B**

### **CORE+ Project Scope**

1. **Summary of Work.** The Summary of Work for the CORE+ Project Scope contemplated hereunder consists of maintenance of the AMI system as listed in Exhibit B-1 within the geographic area defined in the propagation study or such other geographic area as otherwise defined herein (the “City Service Area”).

2. **Intentionally Omitted.**

3. **Compensation.** NaaS network fees and CORE+ field maintenance services will commence immediately after meter activation and be billed monthly for the number of endpoints reading through the RNI as of the SmartPoint activation date. Prices will increase three percent (3%) each year throughout the term of the CORE+ Project with the first increase beginning on the first anniversary of the first CORE+ invoice, and prices will increase an additional 3% on the anniversary of the first CORE+ invoice each year thereafter. City agrees to pay Core & Main for the Work as described in Exhibit B-1 and additionally for each supplemental item as required by City and agreed by the parties. City will make payment to Core & Main in accordance with the Florida Prompt Payment Act.

4. **Responsibilities of Core & Main.**

(a) **Meter Technician Responsibilities.** Core & Main will provide Meter Technician(s) for the duration of the contract, from the start date as given by the service contract. Responsibilities will include, but are not limited to the following:

Provide Service Level Agreement guarantees to meet RFP requirements for 98.5% Read Interval Success (RIS) rates for available meters.

1. Provide billable reading for all meters each billing cycle on a date(s) to be determined by the City and stated in the service agreement. For meters that are reading, but not reporting, a visual read will be provided(i). For meters that have stopped for whatever reason or cannot be read visually, the most recent read will be provided(ii).

i. Non-reporting meters and endpoints including remote disconnect meters will be evaluated and documented by the technician to determine reading issue. If it is determined that reporting issue is covered by warranty, technician will document the work required to repair, make such repair, complete necessary warranty documents and process warranty claim with the Manufacturer, with freight being paid by Core & Main. If it is determined that the reporting issue is not covered by warranty (vandalism, other), technician will document the issue and make repair using pre-authorized work order from the City.

ii. Non-reporting meters and endpoints including remote disconnect meters that have stopped or cannot be read visually will be evaluated and documented by the technician. Any natural or man-made obstruction to a visual read will be reported to the City in the form of a

work order. It is the City's responsibility to resolve these issues with the customer.

iii. Any non-meter related issues encountered by the technician will be reported to the City and will not be covered by Core & Main under the terms of this contract.

(b) Run daily, weekly and/or monthly data reports, as provided by the AMI system, for the City Management. Technician will provide expert analysis and recommendations based on those reports. Examples include leak detection reports, backflow alerts, etc.

(c) Act as a service inspector for any new meter installations within the City. Core & Main would provide a recommended meter installation documentation that would become the standard of the City.

(d) Backhaul. Should the City elect to use their own system for data backhaul, it must be maintained for the duration of this Service Agreement. Core & Main will not be held accountable for any lapses in coverage that prohibit the transfer of data to the City.

(e) Technician will oversee a "Best Meter" analysis during the initial stages of the installation process.

1. Ongoing, annual, meter review will be conducted to determine if meters are right sized and correct type. Customer use profiles can be generated over a period of time. Should a customer's water usage change, the meter technician would recommend a possible change to a more appropriately sized or type of meter.

2. Technician will be responsible for testing of meters or sample of meters according to industry recommendations.

i. Technician will be responsible for field tests of meters or sample of meters at the rate provided in Appendix A-1.

ii. Testing will be conducted based on an appropriate schedule that is determined by Core & Main in accordance to industry recommendations.

(f) Software:

i. Coordinate and schedule any changes submitted by Sensus to the system in accordance with standard configuration and change management procedures.

ii. Participate in all required configuration and change management procedures.

iii. Log incidents related to the managed Application with Sensus personnel via email, web portal ticket entry, or phone call.

iv. Responsible for periodic processing of accounts or readings (i.e., billing files) for Customer's billing system for billing or other analysis purposes.

v. Responsible for any field labor to troubleshoot any SmartPoint modules or smart meters in the field in populations that have been previously deployed and accepted.

vi. First response labor to troubleshoot FlexNet Base Station, R100s, Remote Transceivers or other field network equipment.

vii. Responsible for local area network configuration, management, and support.

viii. Identify and research problems with meter reads and meter read performance.

ix. Create and manage user accounts.

x. Customize application configurations.

xi. Support application users.

xii. Investigate application operational issues (e.g., meter reads, reports, alarms, etc.).

xiii. Respond to alarms and notifications.

xiv. Perform firmware upgrades over-the-air, or delegate and monitor field personnel for on-site upgrades with approval from Customer.

(g) Technician will help City with troubleshooting of potential problem meters & AMI Endpoints. Examples include those that are behaving erratically, not reporting or stopped running. Meter assessment will be conducted to determine nature of the problem and appropriate action to be taken. Any issue covered under warranty will be documented and replaced/repared. Those issues that fall under "customer fault" will be immediately reported to the City and repaired using a pre-authorized work order at the rate provided in the Appendix A-1. Customer theft of water, if discovered, will be promptly reported as well. Weekly, Monthly, Quarterly, and/or yearly reporting of all warrantable corrective actions will be provided to the City based on their individual needs.

(h) Technician will be properly trained and will be knowledgeable of the working of the Sensus AMI system. Core & Main will ensure that its employees have the necessary skills, knowledge, training, and experience to perform meter reading, repair and testing, accurately and safely so as not to injure or endanger the City, its employees or any third party. Technician will participate in routine, on-going training as provided by the Manufacturer.

(j) Core & Main workers will perform all duties described under this contract as needed during the working hours of the City, normally 0800 to 1200 and from 1300 to 1700, Monday through Friday. Technician will observe all Core & Main Holidays. Core & Main will provide a list of Holidays observed. Technician will also observe the Holidays of the City.

(j) A full-time back-up technician will be available to maintain all Service Level Agreements at all times that the assigned technician is not available (sick days, vacation, training, etc.) to maintain all SLAs

(k) Water Shutoffs. Core & Main, its agents and subcontractors, will be responsible for shutting off the water to each meter serviced as well as notifying each customer of the water shutoff. Some assistance may be required by City with the notification of its customers. The installation team will knock on the doors of residential customers as well as leave notifications on their doors. In the case of large commercial customers such as schools, hospitals, nursing homes or any other commercial customer, special efforts will be made to ensure minimum disruption to water needs. In order to prevent any damage from plumbing fixtures that are sensitive to water shutoffs, Core & Main will schedule replacements with these commercial customers and will notify the maintenance personnel when turning the water back on at these facilities. Regardless of any effort of Core & Main, ultimate responsibility of any and all fixtures inside buildings will remain the responsibility of the end user and/or City as detailed in any Service Contract that exists between City and its Customers.

(l) Curb Stops. In the event the service location lacks a curb stop or it is defective, Core & Main or its representative will contact the City. In this event the City will either A) authorize Core & Main to repair the defect at the price as listed in Exhibit B-1 or as otherwise agreed by the Parties or, B) repair the defect with City's forces and notify Core & Main that the repair has been made or, C) exclude the meter change out from the Project.

(m) Meter Boxes, Vaults, and Roadways. Core & Main is responsible for repairing any damages to meter boxes, vaults, and roadways that result from the installation of the Project; provided, however, that Core & Main shall not be liable for pre-existing conditions or leaks. Core & Main will install new meter boxes as authorized by the City's representative, with appropriate lid selection to be mutually agreed upon. Core & Main will retain all existing water meters and materials pulled from the ground during the installation.

(n) AMI Infrastructure Work. If Core & Main's Work includes installation of AMI infrastructure, Core & Main will install any infrastructure included in Exhibit B-1 in accordance with the manufacturer's suggested recommendations.

(o) Disposal. Core & Main will be responsible for the disposal of all waste, debris and materials from the installation of the Project.

(p) Certified Installers. In the event this Agreement includes gas or electric meters or should local laws dictate, Core & Main will ensure that the meter installers are certified by the governing board as required.

(q) Liability

Water Meter Replacement: Core & Main is responsible for any damages that occur within 6" on either side of the water meter resulting from the Project installation. Any damages incurred within this 6" area will be promptly repaired at the expense of Core & Main. Core & Main is not liable for damages outside the 6" zone, either on the water

distribution side or on the customer side incurred from the Project installation including shutoff, temporary outage, and restart of water service. Core & Main is not liable for any pre-existing conditions including leaks, faulty workmanship and materials from previous projects or rust. Should such conditions occur (i. e. leaks) Core & Main may document them and at City's written request, repair them for a negotiated price.

Back-Flow Prevention Devices: Core & Main will not be required to install or repair any Back-Flow Prevention Devices. Core & Main assumes no liability or responsibility for the proper functioning of these devices. Core & Main recommends that the City notify each customer about the potential impact of thermal expansion but leaves this decision to the discretion of the City.

(r) Non-Covered Work. Contracted meter change outs contemplate a standard like-for-like meter change out. In the event that locations exist where conditions require nonstandard work (i.e., move a service location etc., move fences for or other customer structures & items for access, install systems in heavy traffic locations, alleys, parking lots, re-piping, changing lay-length, adding flange adaptors, etc.), Core & Main and the City will either agree on a price the City will pay Core & Main to perform the work, or the City will exclude this work from the Project. Should Core & Main, in its sole discretion, determine that any portion of the Work is unsafe, that portion of the Work will be considered nonstandard and will be excluded from the Project.

## 5. Responsibilities of City.

(a) Owner-Furnished Data. City shall provide Core & Main all technical data and information in City's possession, including previous reports, maps, surveys, necessary for Core & Main to perform the Work. City shall be responsible for identifying the location of meters. Should Core & Main require assistance in finding the meter location, City shall locate the meter in a timely manner.

(b) Access to Facilities and Property. City shall make its system facilities and properties available and accessible for inspection by Core & Main and its subcontractors.

(c) City Cooperation. City support will be required during implementation of the Project to obtain access to meter boxes/pits, infrastructure sites and to coordinate utility interruptions. City will provide notification in its billing to its customers that Core & Main is performing the designated work and that possible service interruption may result.

(d) Timely Review. The City shall examine all invoices and inspect all completed work by Core & Main in a timely manner. In the event that City fails to make timely payment to Core & Main as a result of City's delay in inspecting the Work or processing Core & Main's invoice, Core & Main reserves the right to suspend further work without penalty until such time as payment is made. The project completion date will be extended for the same duration of any such delay and suspension of Work.

## 6. Reporting Structure.

(a) Core & Main will provide supervision of Meter Technician(s).

(b) City will be provided with a list of names and phone numbers of Supervisory Personnel that can be reached during normal business hours.

1. Meter Technician(s)
2. Manager of Business Development
3. Regional Meter Initiative Managers
4. Director

7. **Conflict Resolution.**

(a) Core & Main will work to resolve any and all issues, beginning with utilization of the Meter Technician(s) and working up the chain of command if needed. Core & Main will not resolve any disputes between the City and the Customer.

(b) City will provide a point of contact for all meter related issues, along with an appropriate reporting structure for conflict resolution.

(c) City will designate a Contract Administrator whose duties will be:

1. Liaison with Meter Tech/Core & Main
2. Coordinate and approve all work order requests
3. Resolve any disputes
4. Monitor consistency and quality of Meter Technician(s)
5. Schedule and conduct Meter Technician(s) performance evaluations. These evaluations will take place between the City Contract Administrator and the direct Supervisor of the technician(s).
6. Review and submit for payment all invoices for service work performed under the terms of this contract along with items delivered.

(d) Customer Complaints

1. Customer complaints will be addressed within two (2) working days of receiving complaint and a solution will be offered to the City. If complaint stems from a meter warranty issue, Core & Main will make the necessary repairs as soon as possible. Non-warranty issues will be resolved under the conditions previously stated in this agreement.

2. Visual re-reads can be provided for the customer at the price indicated in Appendix A-1.

7. **Meter Technician Identification.**

(a) The Meter Technician(s) will operate a work vehicle that is clearly marked as such.

(b) The City will also need to provide the Meter Technician(s) with an identification badge indicating that he/she is working as a subcontractor of the City.

**8. Supplies.**

(a) Core & Main will provide the Meter Technician(s) with the necessary tools and equipment to make any necessary warranty repairs.

(b) Any products that are required to make non-warranty repairs (i.e., vandalism, other) will be the responsibility of the City and will be requested in the form of a work order.

**9. Customer Relations.**

(a) Core & Main and its employees are responsible for ensuring that all customers and their property are treated in a courteous and professional manner.

(b) Any work that must be performed in a restricted area will be conducted with the assistance of the City's Contract Administrator and the property owner.

**10. Unsafe Working Conditions.**

(a) Should unsafe working conditions exist (i.e., vicious dog, hostile customer, high crime area, unsafe work site, etc.), Core & Main may ask for a City escort or to excuse the meter location.

**-BALANCE OF PAGE INTENTIONALLY LEFT BLANK-**



**Appendix B-1**

**CORE & Main Pricing**

Attached to this Exhibit B-1 is Core & Main's Pricing.

**City of Fort Lauderdale - AMI-EPI RFP Pricing Workbook**

**Notes/ Instructions**

**Sections 6.1 – Installation of Meters and AMI Endpoints**

Proposer should provide installation pricing for Meter and AMI Endpoint installation for all types and quantities listed. (Please see the previous note in Tabs 1 and 2 about the anticipated growth of the meter population.

Pictures – The Proposer shall indicate cost adders, if any, to capture and provide pictures to document the water meter/module installation (and all other photographs as indicated in Section 13 of the requirements), including retaining and providing Fort Lauderdale access to them until the end of the project.

Fully Loaded Hourly Rates for Field Labor –The Proposer shall provide fully loaded hourly rates for field labor.

**Section 6.2 – Installation of Replacement Water Meter Boxes and Lids**

Proposer should provide installation pricing for Replacement Water Meter Boxes, Lids, Drilling and installation.

**Section 6.3 – Endpoint and Network Installation Support Services**

Project Management – The Proposer shall provide unit pricing for all required installation support services (e.g., Work Order Management System (WOMS)/installation tracking software, training, etc.).

Cross Dock Services, Meter and Endpoint Holding Facility, and Warehousing – The Proposer shall provide pricing for cross-dock services for installation support (e.g., warehousing, office space, etc.). The Proposer shall indicate cost adders, if any, to secure a facility to accommodate meters and endpoints that are held at the Proposer's facility pending the completion of sample testing but not yet released for installation.

Contact Center – The Proposer shall provide pricing for the use of a contact center to set appointments and address customer inquiries and claims. Additionally, the Proposer shall provide pricing for such services if Fort Lauderdale provides the physical facilities and dedicated resources.

Handling and Disposal of Scrap Endpoints/Meters – The Proposer shall indicate cost adders, if any, to manage and perform any hazardous materials processing and scrapping of endpoints and meters including:

- The cost for retaining, storing, and indexing the removed endpoints and meters for 60 days.
- The cost for keeping an inventory of removed endpoints and meters so that they can be easily retrieved if needed by Fort Lauderdale or the Proposer should the need arise.

**Section 6.4 – Equipment/Tools**

The Proposer shall document and provide all additional costs for any tools, equipment, or other items not included in the meter installation or support services pricing but that are required and shall be considered by Fort Lauderdale.

**Section 6.5 – Misc./Other**

- The Proposer shall document and provide all additional costs that are required and shall be considered by Fort Lauderdale.
- Water Meter Service Point Minor Repair – The Proposer shall indicate cost adders, if any, to perform minor repairs to any water meter service point requiring such repair.

**Endpoint Deployment Services Pricing Schedule, Tab 6**

Proposer:	Core & Main LP
Date	12/1/2023
File Name	Appendix D - Price Schedule Core & Main LP
AMI Technology	

List Type / Unit of Measure ( \$/unit, \$/month)	Indicate if self-performed, or if subcontracted, identify the subcontractor(s)	Escalation Selection
--	--	----------------------

<b>6.1. Installation of Meters and Endpoints</b>				
These numbers reference the numbers shown in Tab 1				
<b>a. AMI Meters and endpoints installed in the field</b>				
Meter Size	Quantity			
<b>REQUIRED INSTALLATIONS</b>				
5/8"	29301	\$ / unit	Envocore	One-Time Fixed Fee
5/8" Remote Connect/Disconnect (if additional)	29301	\$ / unit	Envocore	One-Time Fixed Fee
3/4"	5137	\$ / unit	Envocore	One-Time Fixed Fee
3/4" Remote Connect/Disconnect (if additional)	5137	\$ / unit	Envocore	One-Time Fixed Fee
1"	21288	\$ / unit	Envocore	One-Time Fixed Fee
1" Remote Connect/Disconnect (if additional)	21288	\$ / unit	Envocore	One-Time Fixed Fee
1.5"	5280	\$ / unit	Envocore	One-Time Fixed Fee
2"	3436	\$ / unit	Envocore	One-Time Fixed Fee
3"	196	\$ / unit	Envocore	One-Time Fixed Fee
4"	322	\$ / unit	Envocore	One-Time Fixed Fee
6"	150	\$ / unit	Envocore	One-Time Fixed Fee
8"	49	\$ / unit	Envocore	One-Time Fixed Fee
10"	8	\$ / unit	Envocore	One-Time Fixed Fee
12"	1	\$ / unit	Envocore	One-Time Fixed Fee
16"	1	\$ / unit	Envocore	One-Time Fixed Fee
<b>Total</b>				
This item is not calculated in the Bid Summary Total				
<b>b. Please provide the fully-loaded hourly rate for your field labor:</b>				
Hourly Rate				
- Meter Installer - fully-loaded hourly rate	\$ 78.82	per hour		
- Other Field Labor type - fully-loaded hourly rate	\$ 81.18	per hour		
- Other	\$ 84.71	per hour		
<b>6.2 Installation of Replacement Water Meter Boxes and Lids</b>				
<b>Quantity</b>				
<b>a. Water Meter Box Replacement</b>				
Approximately				
a1) Water Meter Box 11X18 - See Attachment 1	5763	\$ / unit	Trumbull	One-Time Fixed Fee
a2) Water Meter Box 14X24 - See Attachment 1	3555	\$ / unit	Trumbull	One-Time Fixed Fee
a3) Water Meter Box 17X 30 - See Attachment 1	342	\$ / unit	Trumbull	One-Time Fixed Fee
a4) Water Meter Box installation (including Concrete replacement)	9660	\$ / unit	Envocore	One-Time Fixed Fee
<b>b. Water Meter Box Lids as needed</b>				
Approximately				
b1) Water Meter Box Lid 11 X 18 - Must have recessed hole for AMI	5763	\$ / unit	Trumbull	One-Time Fixed Fee
b2) Water Meter Box Lid 13 X 24 - Must have recessed hole for AMI	3555	\$ / unit	Trumbull	One-Time Fixed Fee
b3) Water Meter Box Lid 17 X 30 - Must have recessed hole for AMI	342	\$ / unit	Trumbull	One-Time Fixed Fee
b4) Water Meter Box Lid 45 X 35 - Must have recessed hole for AMI	0	\$ / unit	Trumbull	One-Time Fixed Fee
b5) Water Meter Lid installation (if necessary)	9660	\$ / unit	Envocore	One-Time Fixed Fee
b6) Drilling of Pit Lid for Antenna Mount - Metallic - if possible, if solution does not allow this, please adjust meter box/lid numbers above and make exception note in Tab 7	49164	\$ / unit	Envocore	One-Time Fixed Fee
b7) Drilling of Pit Lid for Antenna Mount - CDR - if possible, if solution does not allow this, please adjust meter box/lid numbers above and make exception note in Tab 7	6335	\$ / unit	Envocore	One-Time Fixed Fee
<b>6.3 Meter, Endpoint and Network Installation Support Services</b>				
<b>Expand / add rows as necessary</b>				
<b>a. Project Management (include, planning and installation software)</b>				
Please indicate how each of the following are addressed, where included, etc.				
- Project Management	30	\$ / unit	Envocore	One-Time Fixed Fee
- Inventory Management Process/System	0			
- Work Order Management Process/System	65169	\$ / unit	Envocore	One-Time Fixed Fee
- Data Management/IT Services	0			
- Backoffice Exception Management	0			
<b>b. Cross-Dock Services and Warehousing</b>				

Escalations from Information Tab		
Tier	Percentage	Start Year
One-Time Fixed Fee	0%	None
Deployment Period Fee A	0%	None
Deployment Period Fee B	0%	None

FULL DEPLOYMENT		
Qty	Unit Price	Extended
29301	\$ 58.00	\$ 1,699,458.00
29301	\$ -	\$ -
5137	\$ 58.00	\$ 297,946.00
5137	\$ -	\$ -
21288	\$ 58.00	\$ 1,234,704.00
21288	\$ -	\$ -
5280	\$ 260.00	\$ 1,372,800.00
3436	\$ 260.00	\$ 893,360.00
196	\$ 445.00	\$ 87,220.00
322	\$ 650.00	\$ 209,300.00
150	\$ 1,100.00	\$ 165,000.00
49	\$ 3,000.00	\$ 147,000.00
8	\$ 3,000.00	\$ 24,000.00
1	\$ 3,100.00	\$ 3,100.00
1	\$ 3,300.00	\$ 3,300.00
<b>Total</b>		<b>\$6,137,188.00</b>
5763	\$ 98.00	\$ 564,774.00
3555	\$ 120.00	\$ 426,600.00
342	\$ 180.00	\$ 61,560.00
9660	\$ 238.00	\$ 2,299,080.00
5763	\$ 58.00	\$ 334,254.00
3555	\$ 120.00	\$ 426,600.00
342	\$ 195.00	\$ 66,690.00
0	\$ -	\$ -
9660	\$ 1.75	\$ 16,905.00
49164	\$ 11.75	\$ 577,677.00
6335	\$ 2.50	\$ 15,837.50
<b>Total</b>		<b>\$4,789,977.50</b>
30	\$ 8,000.00	\$ 240,000.00
65169	\$ 2.80	\$ 182,473.20

i) AMI/EPI Proposer provided facilities (new equipment)	30	\$ / unit	Envocore	One-Time Fixed Fee	30	\$ 19,800.00	\$ 594,000.00
c. Contact Center							
i) AMI/EPI Proposer provided facilities	0						\$ -
ii) Pre-visit mailings	65169	\$ / unit	Envocore	One-Time Fixed Fee	65169	\$ 1.30	\$ 84,719.70
iii) Scheduling endpoint install/exchanges during deployment	0						\$ -
d. Disposal - Handling and disposal of removed/replaced scrap meters, endpoints & batteries, etc.							
i) AMI/EPI Proposer provided storage facility for removed meters and endpoints	30	\$ / unit	Envocore	One-Time Fixed Fee	30	\$ 2,700.00	\$ 81,000.00
ii) Inventory system for removed meters and endpoints (if this cost is captured in Item 8.a and 8.b, then make a note here and indicate in 8.a and 8.b that the inventory system will manage the inventory of removed meter, endpoints and batteries.	0						\$ -
e. Complete Field Meter Survey, all meters	65169	\$ / unit	Envocore	One-Time Fixed Fee	65169	\$ 20.00	\$ 1,303,380.00
						Total	\$ 2,485,572.90
6.4 EQUIPMENT/TOOLS							
Item (please specify, add rows as needed)	0						\$ -
Item (please specify, add rows as needed)	0						\$ -
Item (please specify, add rows as needed)	0						\$ -
Item (please specify, add rows as needed)	0						\$ -
Item (please specify, add rows as needed)	0						\$ -
						Total	\$ -
6.5 MISC/OTHER Required Components							
(list other products and services as necessary)							
a.	0						\$ -
b.	0						\$ -
						Total	\$ -

Tab 6 Total

## Appendix C

### WARRANTY

The warranties on Work shall be as follows:

1. Project Materials and Supplies.

(a) General. Meters and equipment that City purchases from Core & Main are warranted by the manufacturer to be free from Manufacturers' Defects for the period specified in the manufacturer's warranty. A copy of the present warranty of each manufacturer that will supply meters and equipment as part of the Project is attached hereto as Exhibit C-1. The term of such manufacturer's warranty shall be as set forth in such attached warranty (as the same may be changed from time to time during the course of the performance of the Agreement, but with changes to apply only to purchases of meters and equipment occurring after the change becomes effective), but generally the start date for meter and equipment warranties is the date of the manufacturer's shipment of such meters and equipment ("Manufacturer's Warranty Period"). PROJECT MATERIALS AND SUPPLIES OTHER THAN METERS AND EQUIPMENT ARE NOT WARRANTED. CORE & MAIN DOES NOT PROVIDE ANY SEPARATE WARRANTY FOR PROJECT MATERIALS AND SUPPLIES.

(b) Core & Main's Responsibility. Upon any breach of the manufacturer's warranty on a meter or equipment noticed to Core & Main during the applicable Manufacturer's Warranty Period, Core & Main's sole responsibility shall be to cooperate with City in arranging for the manufacturer to repair or replace any defective meter or equipment.

2. Installation Work and Services.

(a) General. Core & Main warrants that all installation Work provided by Core & Main shall be performed by Core & Main in a workmanlike manner and in compliance with any specifications set forth in this Agreement, with such warranty to expire one year from the date when such installation Work was performed (the "Warranty Period").

(b) Exclusive Remedy. Upon any breach of Core & Main's warranty as to installation Work during the applicable Warranty Period, Core & Main's sole responsibility shall be to perform any corrective installation Work necessary to bring Core & Main's installation Work into compliance with such requirements.

3. DISCLAIMER OF FURTHER WARRANTIES. EXCEPT FOR THE FOREGOING EXPRESS WARRANTY, CORE & MAIN DISCLAIMS ALL EXPRESS AND IMPLIED WARRANTIES INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT, WHETHER ARISING OUT OF WARRANTY, INDEMNITY, TORT, CONTRACT OR OTHERWISE, SHALL CORE & MAIN BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL

DAMAGES OF ANY KIND. IN NO EVENT WILL THE LIABILITY OF CORE & MAIN UNDER THIS AGREEMENT EXCEED THE AMOUNTS PAID TO CORE & MAIN BY CITY HEREUNDER.

## **Appendix C-1**

### **Sensus Warranties**

Attached to this Exhibit C-1 are the Sensus Warranties.

## **APPENDIX D**

### **Sensus Software as a Service and Spectrum Lease Agreement**

**EXHIBIT A**

**RFP Event 193, Advanced Metering Infrastructure (AMI) Implementation (Re-Solicitation)**



**EXIBIT B**

**Contractor's response to the RFP**