CONTRACT SUMMARY

CITY OF FORT LAUDERDALE PROCUREMENT SERVICES DIVISION

Period Covered:

Contract No.:

Master Blanket:

8/20/13 - 8/19/14

432-11222

-N/A- PP160721

Awarded Vendor:

Sunstate Meter & Supply, Inc.

14001 West Newberry Road

Newberry FL 32669

Delivery: 30 days ARO Payment Terms: Net 30

P-Card Accepted: _ Yes X No

Attn: N.A. Ellenburg

800-342-3409 Fax 352-332-5604

Email: al@sunstatemeter.com

keith@sunstatemeter.com

jay@jaymeyers.com

insurance Coverage Required: Yes X No

Authorized for Purchases:

\$50,000 Under Over X

Approved by City Commission: 8/20/13 Pur-1, CAM 13-0917

Yes X No Years: 3, 1 year extensions

Extension Options:

POSITIVE DISPLACEMENT COLD WATER METERS

5/8"

3/4"

1"

1-1/2"

\$ 46.05 / each \$ 66.03 / each \$ 110.40 / each

\$ 278.50 / each

\$ 375.00 / each

Percentage Discount off list price for parts

15%

Department Contract Co-Ordinator: Joe Arena, Public Works, 954-321-1205 Keith Hutchinson, Public Works, 954-828-7682

Procurement Specialist: Robert McKenney, CPPB

Dated: 8/22/13

- Paper Bil -

CITY OF FORT LAUDERDALE SPECIFICATIONS PACKAGE

432-11222

Positive Displacement Cold Water Meters (Annual Contract)



Bob McKenney

954-828-5139



Sunstate Meter & Supply, Inc. 14001 W. Newberry Road Newberry, FL 32669 The questions and answers section of this bid or RFP in BidSync will become part of any contract that is created from this bid or RFP.

The City of Fort Lauderdale uses BidSync (www.BidSync.com) to distribute and receive bids and proposals. There is no charge to vendors/contractors to register and participate in this solicitation process, nor will any fees be charged to the awarded vendor. Refer to www.BidSync.com for further information.

All bids should be submitted electronically through www.BidSync.com.

Item Response Form

Item

432-11222--01-01 - Cold Water Positive Displacement Meter, 5/8"

Quantity

1200 each

Unit Price

\$46.05

Manufacturer Offered

Neptune

Model Number

ED2B21R8G2

Warranty Offered

See Attached

Delivery Location

City of Fort Lauderdale

Public Works - Pipe Yard/Depot

949 NW 38th Street Oakland Park FL 33309

Qty 1200

Description

See Bid Specifications/Additional Requirements

Item

432-11222--01-02 - Cold Water Positive Displacement Meter, 3/4"

Quantity

500 each

Unit Price

\$66.03

Manufacturer Offered

Neptune

Model Number

ED2D21R8G2

Warranty Offered

See Attached

Delivery Location

City of Fort Lauderdale

Public Works - Pipe Yard/Depot

949 NW 38th Street Oakland Park FL 33309

Qty 500

Description

See Bid Specifications/Additional Requirements

Item

432-11222--01-03 - Cold Water Positive Displacement Meter, 1"

Quantity

1200 each

Sunstate Meter & Supply, Inc. 14001 W. Newberry Road Newberry, FL 32669 Unit Price

\$110.40

Manufacturer Offered

Neptune

Model Number

ED2F21R8G2

Warranty Offered

See Attached

Delivery Location

City of Fort Lauderdale

Public Works - Pipe Yard/Depot

949 NW 38th Street Oakland Park FL 33309

Qty 1200

Description

See Bid Specifications/Additional Requirements

Item

432-11222--01-04 - Cold Water Positive Displacement Meter, 1-1/2"

Quantity

200 each

Unit Price

\$278.50

Manufacturer Offered

Neptune

Model Number

ED2H11R8G2

Warranty Offered

See Attached

Delivery Location

City of Fort Lauderdale

Public Works - Pipe Yard/Depot

949 NW 38th Street Oakland Park FL 33309

Qty 200

Description

See Bid Specifications/Additional Requirements.

Item

432-11222-01-05 - Cold Water Positive Displacement Meter, 2"

Quantity

200 each

Unit Price

\$375.00

Manufacturer Offered

Neptune

Model Number

ED2J11R8G2

Warranty Offered

See Attached

Delivery Location

City of Fort Lauderdale

Public Works - Pipe Yard/Depot 949 NW 38th Street

Oakland Park FL 33309

Qty 200

Description

See Bid Specifications/Additional Requirements.

Item

432-11222--01-06 - Percent Discount off of the list price for parts.

Quantity

1 percentage

Percentage

15%

Delivery Location

City of Fort Lauderdale

Public Works - Pipe Yard/Depot

Sunstate Meter & Supply, Inc. 14001 W. Newberry Road No. 177, FL 32/069

BID/PROPOSAL SIGNATURE PAGE

How to submit bids/proposals: It is preferred that bids/proposals be submitted electronically at www.bidsync.com, unless otherwise stated in the bid packet. If mailing a hard copy, it will be the sole responsibility of the Bidder to ensure that the bid reaches the City of Fort Lauderdale, City Hall, Procurement Services Division, Suite 619, 100 N. Andrews Avenue, Fort Lauderdale, FL 33301, prior to the bid opening date and time listed. Bids/proposals submitted by fax or email will NOT be accepted.

The below signed hereby agrees to furnish the following article(s) or services at the price(s) and terms stated subject to all instructions, conditions, specifications addenda, legal advertisement, and conditions contained in the bid. I have read all attachments including the specifications and fully understand what is required. By submitting this signed proposal I will accept a contract if approved by the CITY and such acceptance covers all terms, conditions, and specifications of this bid/proposal.

to the contact of the opening of the starp opening.
<u>Please Note:</u> If responding to this solicitation through BidSync, the electronic version of the bid response will prevail, unless a paper version is clearly marked <u>by the bidder</u> in some manner to indicate that it will supplant the electronic version. All fields below <u>must</u> be completed. If the field does not apply to you, please note N/A in that field.
Submitted by (Authorized signature) 5/9/2013 (date)
Name (printed) N.A. Ellenburg Title: President/Owner
Company: (Legal Registration) Sunstate Meter & Supply, Inc.
CONTRACTOR, IF FOREIGN CORPORATION, MAY BE REQUIRED TO OBTAIN A CERTIFICATE OF AUTHORITY FROM THE DEPARTMENT OF STATE, IN ACCORDANCE WITH FLORIDA STATUTE §607.1501 (visit http://www.dos.state.fl.us/).
Address: 14001 West Newberry Road
City: Newberry State: Flroida Zip: 32669
Telephone No. 352 332-1/5604 FAX No. al@sunstatemeter.com or keith@sunstatemeter.com or jay@jaymeyers.com
Delivery: Calendar days after receipt of Purchase Order (section 1.02 of General Conditions): 30 Days ARO
Payment Terms (section 1.04): Net 30 Days Total Bid Discount (section 1.05): N/A
Does your firm qualify for MBE or WBE status (section 1.09): MBE □ WBE □ NO
ADDENDUM ACKNOWLEDGEMENT - Proposer acknowledges that the following addenda have been received and are included in the proposal: Addendum No. Date Issued
P-CARDS: Will your firm accept the City's Credit Card as payment for goods/services?
YES NO X *We do accept Electronic Funds Transfer*
VARIANCES: State any variations to specifications, terms and conditions in the space provided below or

Sunstate Meter & Supply, Inc. 14001 W. Newberry Road_{M 16-0238} Newberry, FL 32669 Exhibit 1

Page 5 of 19

NON-COLLUSION STATEMENT:

By signing this offer, the vendor/contractor certifies that this offer is made independently and *free* from collusion. Vendor shall disclose below any City of Fort Lauderdale, FL officer or employee, or any relative of any such officer or employee who is an officer or director of, or has a material interest in, the vendor's business, who is in a position to influence this procurement.

Any City of Fort Lauderdale, FL officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to influence this procurement.

For purposes hereof, a person has a material interest if they directly or indirectly own more than 5 percent of the total assets or capital stock of any business entity, or if they otherwise stand to personally gain if the contract is awarded to this vendor.

In accordance with City of Fort Lauderdale, FL Policy and Standards Manual, 6.10.8.3,

- 3.3. City employees may not contract with the City through any corporation or business entity in which they or their immediate family members hold a controlling financial interest (e.g. ownership of five (5) percent or more).
- 3.4. Immediate family members (spouse, parents and children) are also prohibited from contracting with the City subject to the same general rules.

Failure of a vendor to disclose any relationship described herein shall be reason for debarment in accordance with the provisions of the City Procurement Code.

NAME	<u>RELATIONSHIPS</u>
*	

In the event the vendor does not indicate any names, the City shall interpret this to mean that the vendor has indicated that no such relationships exist.

Sunstate Mater & Supply, Inc. 1400 - W. J. Jwoerry Road Newberry, FL 32669



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 5/2/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
Willis of Florida, Inc.	PHONE (A/C, No, Ext): (877) 945-7378 FAX (A/C, No):	(888) 467-2378
c/o 26 Century Blvd. P.O. Box 305191	E-MAIL ADDRESS:	
Nashville, TN 37230-5191	INSURER(S) AFFORDING COVERAGE	NAIC#
	INSURER A : Cincinnati Insurance Company	10677
INSURED	INSURER B: Continental Casualty Company	20443
Sunstate Meter & Supply Co., Inc.	INSURER C:	
14001 W. Newberry Road	INSURER D :	
Newberry, FL 32669	INSURER E :	
	INSURER F:	

COV	/ED	AC	EC	
-		~ •		

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

TYPE OF INSURANCE	ADDL	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	s	
GENERAL LIABILITY						EACH OCCURRENCE	\$	1,000,000
X COMMERCIAL GENERAL LIABILITY			CAP5152924	1/1/2013	1/1/2014	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	500,000
CLAIMS-MADE X OCCUR				l i		MED EXP (Any one person)	\$	10,000
						PERSONAL & ADV INJURY	\$	1,000,000
						GENERAL AGGREGATE	\$	2,000,000
GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	\$	2,000,000
X POLICY PRO-							(53)	
AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$	1,000,000
ANY AUTO			CAP5152924	1/1/2013	1/1/2014	BODILY INJURY (Per person)	\$	
ALL OWNED SCHEDULED AUTOS AUTOS						BODILY INJURY (Per accident)	\$	
X HIRED AUTOS X NON-OWNED AUTOS						PROPERTY DAMAGE (PER ACCIDENT)	\$	
				l			\$	
X UMBRELLA LIAB X OCCUR						EACH OCCURRENCE	\$	2,000,000
EXCESS LIAB CLAIMS-MADE			CAP5152924	1/1/2013	1/1/2014	AGGREGATE	\$	2,000,000
DED RETENTION \$							\$	
WORKERS COMPENSATION						X WC STATU- OTH- TORY LIMITS ER	•	
ANY PROPRIETOR/PARTNER/EXECUTIVE	N / A		2011566435	9/21/2012	9/21/2013	E.L. EACH ACCIDENT	\$	500,000
(Mandatory in NH)	"					E.L. DISEASE - EA EMPLOYEE	\$	500,000
If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	\$	500,000
•					+			
	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PROJECT LOC AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS X HIRED AUTOS X NON-OWNED AUTOS X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION \$ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY POPORIETOR PARTNER EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under	TYPE OF INSURANCE GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PROJECT LOC AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS X HIRED AUTOS X NON-OWNED AUTOS X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION \$ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRETOR/PRATINER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under	TYPE OF INSURANCE GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO- AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS X HIRED AUTOS X NON-OWNED AUTOS X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION \$ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PATNIER/EXECUTIVE Y N/A OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PROJECT LOC AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS X HIRED AUTOS X AUTOS X HIRED AUTOS X AUTOS X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION \$ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE Y NA ANY PROPRIETOR/PARTNER/EXECUTIVE Y NA OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under	TYPE OF INSURANCE GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS X NON-OWNED AUTOS X NON-OWNED AUTOS X HIRED AUTOS X NON-OWNED EXCESS LIAB CLAIMS-MADE DED RETENTION \$ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRETOR/PRATNER/REXECUTIVE Y NAY PROPRETOR/PRATNER/PRATNER/REXECUTIVE Y NAY PR	TYPE OF INSURANCE GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO- LOC AUTOMOBILE LIABILITY ANY AUTO AUTOS AUTOS X HIRED AUTOS X NON-OWNED AUTOS X HIRED AUTOS X NON-OWNED AUTOS X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE CAP5152924 CAP5152924 1/1/2013 1/1/2014 CAP5152924 1/1/2013 1/1/2014 CAP5152924 1/1/2013 1/1/2014 2011566435 9/21/2012 9/21/2013	TYPE OF INSURANCE INST WVD POLICY NUMBER (MM/DDYYYY) (MM/DDYYYY) (MM/DDYYYYY) (MM/DDYYYYY) (MM/DDYYYYY) (MM/DDYYYYY) (MM/DDYYYYY) (MM/DDYYYYY) (MM/DDYYYYYY) (MM/DDYYYYYYYYYYYYYYYYYYYYYYYYYYYYYYYYYY	TYPE OF INSURANCE GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS ALL OWNED AUTOS X HIRED AUTOS X NON-OWNED AUTOS X HIRED AUTOS X NON-OWNED AUTOS X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION S WORKERS COMPRISATION S LL EACH ACCIDENT \$ E.L DISEASE - EA EMPLOYEE \$ E.L DISEASE - EA EMPLOYEE \$ EMPLOYEE S EMAN DEMPLOYER S EACH OCCURRENCE ACTUAL S EACH OCCURRENCE

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

RE: Bid #432-11222- Positive Displacement Cold Water Meters (Annual Contract)

CERTIFICATE H	IOLDEK
---------------	--------

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

City of Fort Lauderdale Procurement Services Division 100 N. Andrews Avenue, Room 619 Fort Lauderdale, FL 33301 AUTHORIZED REPRESENTATIVE

GASON WOZNIKK

CERTIFICATE OF INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES LISTED BELOW.

THIS C	ERTIFICATE DOES NOT AN	MEND, EXTEND OR ALT	ER THE COVERAGE A	AFFORDED BY THE	POLICIES LISTI	ED BELC	W.	
F	LORIDA FARM BURI	EAU INSURANCE	COMPANIES	COMPANIES	S AFFORDING	COVEF	RAGE	S:
	P.O.	BOX 147030		Company Letter A:				
	GAINESVILLE	, FLORIDA 32614	7030					
	-,			Florida Farm Bu	ıreau General	Ins. Co	•	
SUN :	AND ADDRESS OF INSUSTATE METER & SUPPLING OF THE SUPPLING OF T			Company Letter B :				
	ERRY FL 032669			Florida Farm Bu	ıreau Casualty	/ Ins. Co).	
other docu	es of insurance listed below have bee ment with respect to which this certif of such policies.	in issued to the insured named a licate may be issued or may perf	above and are in force at this ain, the insurance afforded by	time. Notwithstanding any i the policies described her	equirement, term or ein is subject to all th	condition of te terms, ex	any cor clusions	tract or and
CO. LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	ALL LIMITS	S IN <u>THOL</u>	JSANE	<u>s</u>
	General Liability:				General Aggre		\$	
	Commercial General Liability (Occurrence Form)				operations aggr		\$	
	Occurrence Form) Owner's & Contractor's				Personal & Advertis		\$	
	Protective				Each Occurre Fire Damage (Any		\$	············
	☐ Farmer's Personal Liability				Medical Expense (Any		\$	
	Automobile Liability:				Combined Single Limit	\$		
	☐ Any auto				Bodily Injury			
В	Scheduled autos	AB 1249375	08/05/12	08/05/13	(Per Person)	\$	300	NY MESA. Paris a f
٠.ــ	☐ Hired autos		33732722	40, 00, 10	Bodily Injury (Per Accident)	\$	500	
	☐ Non-owned autos				Property Damage	\$	100	
	Excess Liability:				1. 1. 20 E. C.	Each Occurrence	e Ag	gregate
	Umbrella Form							
	Other than Umbrella form				2000	\$	\$	
	Employers Liability: Farm Employer's Liability						⊹ \$ ∴ (Each	Оссиггелсе)
	☐ Farm Employee's Medical				TERROR STATE	i da estada. A glasidade	\$ (Each	Employee)
	Other:				and the second second	r ta comin	\$	
	RIPTION OF OPERATIONS/I 432-11222- POSITIVE				Total Control of the	LUIS REPORTED PRINTER		
	METERS (ANNUAL CON							
				·				
nail <u>10</u>	LLATION: Should any of the a	above described policies be elow named certificate hol	e cancelled before the e der, but failure to mail s	xpiration date thereof, uch notice shall impos	the issuing comp e no obligation or	any will e liability o	ndeav f any l	or to kind
•	company. AND ADDRESS OF CERTIF	ICATE HOLDED	COLINI	Y CODE 01	DATE ISSUE	D 05/0	2/13	
	OF FORT LAUDERDALE	IOATE MOLDEN.		ΔΤ.Δ.СΉΤ	 			
PROCUI	REMENT SERVICES DIV		Service	u by	Count	y Farm B		
	. ANDREWS AVENUE, R LAUDERDALE, FLORIDA		SEAN	F MCNEILL, IN			U, I	UTCF
	,,			AUTHORIZ	ED REPRESENTAT	IVE		

CA**\dd.16:92**(1\delta v. 5/93) Exhibit 1 Page 8 of 19



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/02/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s). CONTACT NAME: C\$&S/WILLIS OF FLORIDA INC PHONE PO BOX 946580 (A/C, No, Ext): (A/C, No): E-MAIL MAITLAND, FL 32794-6580 ADDRESS: Phone - 800-854-9733 INSURER(S) AFFORDING COVERAGE NAIC# Fax - 877-763-5122 INSURER A INSURED INSURER B SUNSTATE METER&SUPPLY CO INC INSURER C 14001 W NEWBERRY ROAD INSURER D : **NEWBERRY, FL 32669** INSURER E: Continental Casualty Company 20443 INSURER F : COVERAGES **CERTIFICATE NUMBER: REVISION NUMBER:** THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. ADDL SUBR POLICY FE POLICY EXP POLICY NUMBER LIMITS TYPE OF INSURANCE (MM/DD/YYYY) (MM/DD/YYYY) LTR GENERAL LIABILITY EACH OCCURRENCE DAMAGE TO RENTED COMMERCIAL GENERAL LIABILITY PREMISES (Ea occurrence) CLAIMS-MADE OCCUR MED EXP (Any one person) PERSONAL & ADV INJURY **GENERAL AGGREGATE** GEN'L AGGREGATE LIMIT APPLIES PER: PRODUCTS - COMP/OP AGG POLICY COMBINED SINGLE LIMIT **AUTOMOBILE LIABILITY** (Ea accident) BODILY INJURY (Per person) ANY AUTO ALL OWNED AUTOS SCHEDULED BODILY INJURY (Per accident) AUTOS NON-OWNED AUTOS PROPERTY DAMAGE HIRED AUTOS (Per accident) UMBRELLA LIAB OCCUR EACH OCCURRENCE **EXCESS LIAB** CLAIMS-MADE AGGREGATE RETENTION \$ WC STATUотн-WORKERS COMPENSATION TORY LIMITS AND EMPLOYERS' LIABILITY \$500,000 ANY PROPRIETOR/PARTNER/EXECUTIVE Y/N E.L. EACH ACCIDENT 09/21/2013 09/21/2012 Ν Ν 2011566435 OFFICER/MEMBER EXCLUDED? \$500,000 (Mandatory In NH) E.L. DISEASE - EA EMPLOYEE \$500,000 DESCRIPTION OF OPERATIONS below E.L. DISEASE - POLICY LIMIT DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required) B #432-11222 - positive displacement cold water meters annual contract **CERTIFICATE HOLDER** CANCELLATION City of Fort Lauderdale SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE **Procurement Services Division** THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. 100 N. Andrews Ave., Room 619 AUTHORIZED REPRESENTATIVE Fort Lauderdale, FL 33301



T-10 METER

SIZES: 5/8", 3/4", and 1"







Every T-10 water meter meets or exceeds the latest AWWA C700 Standard. Its nutating disc, positive displacement principle has been dependability since 1892, ensuring

The T-10 water meter consists of three major assemblies: a register, a lead free high copper alloy maincase, and a nutating disc measuring chamber.

time-proven for accuracy and

maximum utility revenue.



T-10 water meters are warranted for performance, materials, and workmanship.

The T-10 meter is available with a variety of register types. For reading convenience, the register can be mounted in one of four positions on the meter.

The corrosion-resistant lead free high copper alloy maincase will withstand most service conditions; internal water pressure, rough handling, and in-line

The innovative floating chamber design of the nutating disc measuring element protects the chamber from frost damage while the unique chamber seal extends the low flow accuracy by sealing the chamber outlet port to the maincase outlet port. The nutating disc measuring element utilizes corrosionresistant materials throughout and a thrust roller to minimize wear.

Neptune provides a limited warranty with respect to its T-10 water meters for performance, materials, and workmanship.

When desired, maintenance is easily accomplished either by replacement of major assemblies or individual components.

All T-10 water meters are guaranteed adaptable to our ARB®V, ProRead™ (ARB VI) AutoDetect, E-Coder® (ARB VII), E-Coder®)R900/™, TRICON®/S. TRICON/E®3, and Neptune meter reading systems without removing the meter from service.

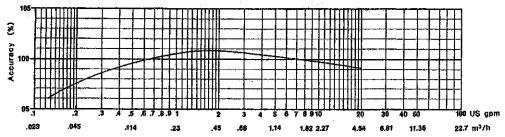
THATUMEN Register

- Magnetic drive, low torque registration ensures accuracy
- Impact-resistant register
- · High resolution, low flow leak detection
- · Bayonet style register mount allows in-line serviceability
- · Tamperproof seal pin deters theft
- Date of manufacture, size, and model stamped on dial face
- Lead Free Maincase
 - Made from lead free high copper alloy
 - NSF/ANSI 61 certified, Annex F and Annex G compliant
 - Lifetime guarantee
 - · Resists internal pressure stresses and external damage
 - Handles in-line piping variations and stresses
 - Lead free high copper alloy provides residual value vs. plastic or composite
 - · Electrical grounding continuity
- Nutating Disc Measuring Chamber
 - Positive displacement
 - Widest effective flow range for maximum revenue
 - Proprietary polymer materials maximize long-term accuracy
 - Floating chamber design is unaffected by meter position or in-line piping stresses

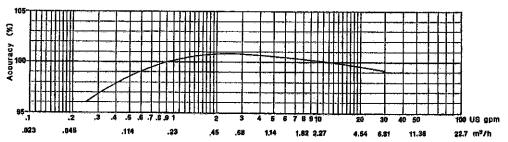
Adaptability to all present and future systems for flexibility is available only with Neptune's ARB® Utility Management Systems™.

SYSTEMS COMPATIBLITY

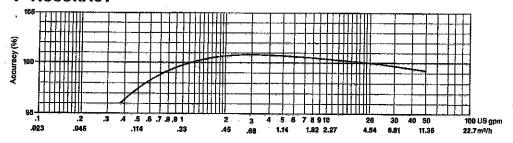
5/8" ACCURACY



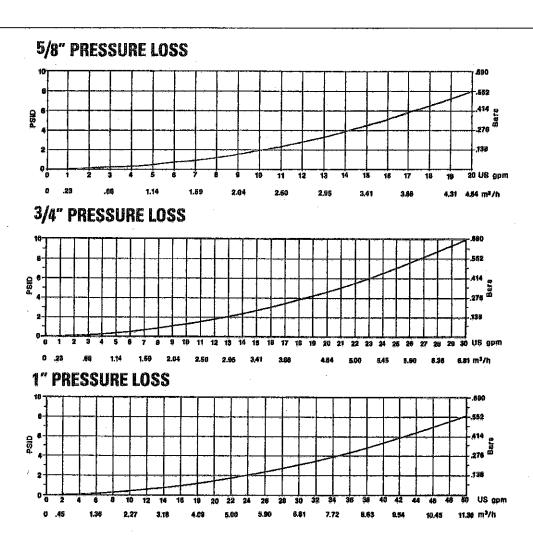
3/4" ACCURACY

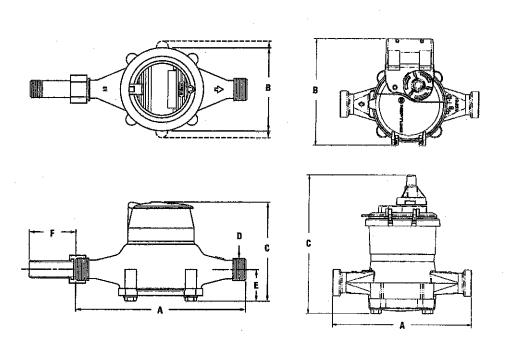


1" ACCURACY



Meter Size	A in/mm	8 in/mm	C-Std. in/mm	C-ARB in/mm	Ç E-Coder) R900 <i>i</i>	D Threads per inch	D-QD in/mm	E in/mm	F in/mm	Weight lbs/kg
5/8"	7 ¹ /2 191	3 ⁵ /8 92	4 ³ /8 111	5 ¹ /4 133	6 ⁷ /8 175	14	1.03 26	1 ¹ /2 38	2 ¹ /2 64	3 ½ 1.4
5/8" x 3/4"	7 ¹ /2 191	3 ⁵ /8 92	4 ³ /8 111	5 ¹ /4 133	6 ⁷ /8 175	111/2	1.29 33	1 ¹ /2 38	2 ⁵ /8 67	3 ³ /8 1.5
Circa 2011 ⁵ /8"	7 ½ 191	3 ⁵ /e 92	4 ⁷ /8 124	5 ³ /4 146	7 ³ /8 187	14	1.03 26	1 ⁵ /8 41	2 ½ 64	3 ³ /4 1.7
Circa 2011 ⁵ /8" x ³ /4"	7 ½ 191	3 ⁵ /8 92	4 ⁷ /8 124	5 ³ /4 146	7 ³ /8 187	11 1/2	1.29 33	1 ⁵ /8 41	2 ⁵ /8 67	4 1.8
3/4"	9 229	4 3 _{/8} 111	5 ¹ /2 140	6 ¹ /4 159	7 ⁷ /8 200	11 1/2	1.29 33	1 ⁷ /8 48	2 ⁵ /8 67	6 2.7
³ /4" SL	7 ¹ /2 911	4 ³ /8 111	5 ¹ /2 140	6 ¹ /4 159	7 ⁷ /8 200	11 ¹ /2	1.29 33	1 ⁷ /8 48	2 ⁵ /8 67	5 ½ 2.5
³ /4" x 1"	9 229	4 ³ /8 111	5 ¹ /2 140	6 ¹ /4 159	7 ⁷ /8 200	11 ½	1.62 41	1 ⁷ /8 48	2 ³ /4 70	6 ½ 2.9
1"	10 ³ /4 273	6 ¹ /2 165	6 ³ /8 162	7 ½ 181	8 ³ /4 222	11 ¹ /2	1.62 41	2 ¹ /8 54	2 ³ /4 70	9 3 _{/4} 4.4
1" x 1 1/4"	10 ³ /4 273	6 ¹ /2 165	6 ³ /8 162	7 ½ 181	8 ³ /4 222	11 ¹ /2	1.86 47	2 ¹ /8 54	2 ¹³ /16 71	10 ¹ /4





OPERATING CHARACTERISTICS:

Meter Size	Normal Operating Range @ 100% Accuracy (+/- 1.5%)	AWWA Standard	Low Flow @ 95% Accuracy
5/8"	1/2 to 20 US gpm	1 to 20 US gpm	1/8 US gpm
-/0	0.11 to 4.55 m³/h	0.23 to 4.5 m³/h	0.03 m³/h
3/4"	3/4 to 30 US gpm	2 to 30 US gpm	1/4 US gpm
3/4"	0.17 to 6.82 m³/h	0.45 to 6.8 m³/h	0.06 m³/h
1"	1 to 50 US gpm	3 to 50 US gpm	3/8 US gpm
1	0.23 to 11.36 m³/h	0.68 to 11.4 m³/h	0.09 m³/h

REGISTRATION:

ro Read Registration per sweep hand revolution)	5/8"	3/4" & 1"
10 US Gallons	√	√
10 Imperial Gallons	√	√
1 Cubic Foot	√	√
0.1 Cubic Metre	√	√
0.01 Cubic Metre	√	

Read & E-Cod	ler	5/8"	3/4" & 1"
10,000,000	US Gallons	√	√
10,000,000	Imperial Gallons	√	√
1,000,000	Cubic Feet	√ .	√
100,000	Cubic Metres	√	√
10,000	Cubic Metres	√	

3-digit reading)		5/8″	3/4" & 1"
0.1	US Gallons	√	√
0.1	Imperial Gallons	√	√
0.01	Cubic Feet	√	√
0.001	Cubic Metres	√	√

MSF/ANSI 61 certified, Annex F and SPECIFICATIONS Annex G compliant

National Type Evaluation Program (NTEP) certification

Application: Cold water measurement of flow in one direction in residential service applications

Maximum operating water pressure: 150 psi (1034 kPa)

Maximum operating water temperature: 80°F

Measuring chamber: Nutating disc technology design made from proprietary synthetic polymer

■ Sizes:

• %", %" x ¾"

• ¾", ¾" SL, ¾" x 1"

• 1", 1" x 1 1/4"

Units of measure: U.S. gallons, imperial gallons, cubic feet, cubic metres

Register types:

· Direct reading: Bronze box and cover (standard)

· Remote reading: ProRead Encoder, E-Coder, E-Coder)R900i, TRICON/S. TRICON/E3

· Reclaim

Bottom caps:

Synthetic polymer (%" only)

· Cast iron

· Lead free high copper alloy

■ Connections:

· Lead free high copper alloy, straight or bent

■ Environmental conditions:

• Operating temperature: 33° F to 149° F (0° C to 65° C)

• Storage temperature: 33° F to 158° F (0° C to 70° C)

Neptune Technology Group Inc. 1600 Alabama Highway 229 Tallassee, AL 36078 Tel: (800) 645-1892

Fax: (334) 289-7293

Neptune Technology Group (Canada) Ltd. 7275 West Credit Avenue Mississauga, Ontario L5N 5M9 Canada Tel: (905) 85B-4211

Fax: (905) 858-0428

Neptune Technology Group Inc. Ejército Nacional No. 418 Piso 12, Desp. 1201-1202 Col. Chapultepac Morales Delegación Miguel Hidatgo 11570 México, Distrito Federal Tel: (525) 55203 5294 / (525) 55203 5708 Fax: (525) 55203 6503



neptunetg.com

PS T10 SMALL 62.13 © Copyright 2013, Neptune Technology Group Inc. Neptune is a registered trademark of Neptune Technology Group Inc.



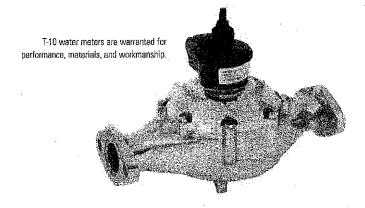
T-10 METER

SIZES: 11/2" and 2"









Every T-10 water meter meets or exceeds the latest AWWA C700 Standard. Its nutating disc, positive displacement principle has been time-proven for accuracy and dependability since 1892, ensuring maximum utility revenue.

The T-10 water meter consists of three major assemblies: a register, a lead free high copper alloy maincase, and a nutating disc measuring chamber.

The T-10 meter is available with a variety of register types. For reading convenience, the register can be mounted in one of four positions on the meter.

The corrosion-resistant lead free high copper alloy maincase will withstand most service conditions: internal water pressure, rough handling, and in-line piping stress.

The innovative floating chamber design of the nutating disc measuring element protects the chamber from frost damage while the unique chamber seal extends the low flow accuracy by sealing the chamber outlet port to the maincase outlet port. The nutating disc measuring element utilizes corrosion-resistant materials throughout and a thrust roller to minimize wear.

Neptune provides a limited warranty with respect to its T-10 water meters for performance, materials, and workmanship.

When desired, maintenance is easily accomplished either by replacement of major assemblies or individual components.

Register

FEATURES

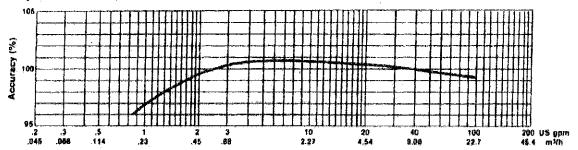
سور 111

- Magnetic drive, low torque registration ensures accuracy
- Impact-resistant register
- High resolution, low flow leak detection
- Bayonet style register mount allows in-line serviceability
- · Tamperproof seal pin deters theft
- Date of manufacture, size, and model stamped on dial face
- Lead Free Maincase
 - · Made from lead free high copper alloy
 - NSF/ANSI 61 Certified, Annex G and Annex F compliant
 - · Lifetime guarantee
 - Resists internal pressure stresses and external damage
 - Handles in-line piping variations and stresses
- Lead free high copper alloy provides residual value vs. plastic
- · Electrical grounding continuity
- Nutating Disc Measuring Chamber
 - Positive displacement
 - Widest effective flow range for maximum revenue
 - Proprietary polymer materials maximize long term accuracy
 - Floating chamber design is unaffected by meter position or inline piping stresses

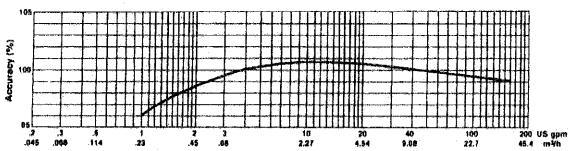
Adaptability to all present and future systems for flexibility is available only with Neptune's ARB® Utility Management Systems.

Systems compatibility

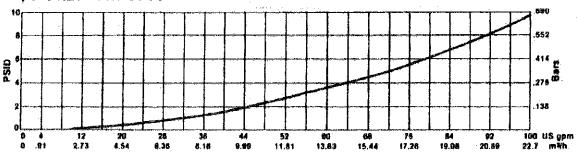
1 1/2" ACCURACY



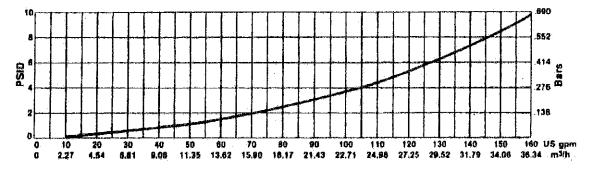
2" ACCURACY



1 1/2" PRESSURE LOSS



2" PRESSURE LOSS



These charts show typical meter performance. Individual results may vary.

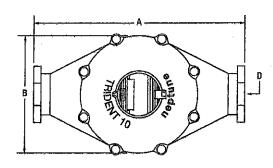
OPERATING CHARACTERISTICS

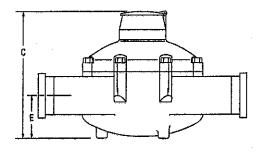
Meter	Normal Operating Range	AWWA	Low Flow
Size	@100% Accuracy (±1.5%)	Standard	@ 95% Accuracy
1 1/2"	2 to 100 US gpm	5 to 100 US gpm	3/4 US gpm
	0.46 to 22.73 m³/h	1.1 to 22.7 m³/h	0.17 m³/h
2"	2 1/2 to 160 US gpm	8 to 160 US gpm	1 US gpm
	0.57 to 36.36 m³/h	1.8 to 36.3 m³/h	0.23 m³/h

DIMENSIONS

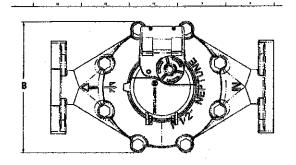
Meter	A	β	C-Std.	C-ARB	C-E-Coder)	D-Threads	D-Thread	E	Weight
Size	in/mm	in/mm	in/mm	in/mm	R900/™	per Inch	Type	in/mm	lbs/kg
1 ½"	12 %	8 1/s	8 1⁄4	8 13/16	10 %	11 ½	1 1/2	2 %s	31
Screw End	321	205	206	220.3	225.4	· · · · · · · · · · · · · · · · · · ·	NPT	65	14.1
1 ½"	13	8 1/s	8 %	8 13/6	10 ⅓			2 %	35
Flanged End	330	205	206	220.3	225.4	<u> </u>		65	15.9
2"	15 ¼	9 %	9 ⅓₅	9 15/6	11 %	11 1/4	2"	3 %	40
Screw End	387	240	237	248.4	289		NPT	79	18.1
2"	17	9 ⅓	9 %	9 15/4	11 %		_	3 1⁄8	44
Flanged End	432	240	237	248.4	289			79	20.0

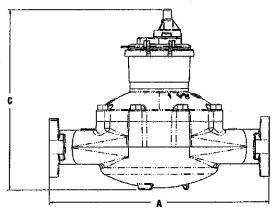
T-10 WITH STANDARD REGISTER





T-10 WITH E-CODER)R900/PIT REGISTER





GUARANTEED SYSTEMS COMPATIBILITY

All T-10 meters are guaranteed adaptable to our ARB®V, ProRead™ (ARB VI), E-Coder® (ARB VII), E-Coder)R900/", TRICON®/S, TRICON/E®3, and Neptune ARB Utility Systems without removing the meter from service.

REGISTRATION

gistration		
_	1 1/2"	2"
US Gallons	✓	_ /
Imperial Gallons	1	1
Cubic Feet	1	1
Cubic Metre		1
Cubic Metre	1	
pacity		
-Coder	1 1/2"	2"
US Gallons	√	1
Imperial Gallons	1	✓
Cubic Feet	1	1
Cubic Metres	✓	
ı Resolution		
ing)	11/2"	2"
US Gallons	1	.1
Imperial Gallons	1	1
Cubic Feet	1	1
Cubic Metres	✓.	1
	Imperial Gallons Cubic Feet Cubic Metre Cubic Metre Pacity Coder US Gallons Imperial Gallons Cubic Feet Cubic Metres In Resolution Imperial Gallons Imperial Gallons Cubic Feet	Hand revolution) US Gallons Imperial Gallons Cubic Feet Cubic Metre Cubic Metre Pacity Coder US Gallons Imperial Gallons Cubic Feet Cubic Metre Indicates Imperial Gallons Indicates In Resolution Imperial Gallons Imperial Gallons Cubic Feet US Gallons In Resolution In Resolution Imperial Gallons Cubic Feet Cubic Feet V

≈ Certification: NSF/ANSI 61, Annex G SPECIFICATIONS and Annex F

- Application: cold water measurement of flow in one direction
- ^a Maximum operating water pressure: 150 psi (1034 kPa)
- Maximum operating water temperature: 80°F
- Measuring chamber: nutating disc technology design made from proprietary synthetic polymer

- 2 Sizes:
- 11/2" flanged or threaded end
- · 2" flanged or threaded end
- Units of measure: U.S. gallons, imperial

 Properties of the second gallons, cubic feet, cubic metres
- □ Register types:
 - · Direct reading: Bronze box and cover (standard)
 - · Remote reading: ProRead Absolute Encoder, E-Coder, E-Coder)R900i, TRICON/S, TRICON/E3
 - Reclaim
- Measuring chamber: synthetic polymer
- Companion flanges: cast iron or lead free high copper alloy
- Environmental Conditions:
 - · Operating temperature: 33°F to 149°F (0°C to 65°C)
 - · Storage temperature: 33°F to 158°F (0°C to 70°C)
- ₽ Test Ports: 1"

Neptuna engages in ongoing research and development to improve and enhance its products. Therefore, Neptune reserves the right to change product or system specifications without notice.

Neptune Technology Group Inc. 1600 Alabama Highway 229

Tattassee, AL 36078 USA

Tel: (800) 645-1892 Fax: (334) 283-7293 Neptune Technology Group (Canada) Ltd. 7275 West Credit Avenue Mississauga, Ontario

L5N 5M9 Canada Tel: (905) 858-4211 Fax: (905) 858-0428 Neptune Technology Group Inc. Ejército Nacional No. 418 Piso 12, Desp. 1201-1202 Col. Chapultepec Morales Delegación Miguel Hidalgo 11570 México, Distrito Federal Tel: (525) 55203 5294 / (525) 55203 5708 Fax: (525) 55203 6503



neptunetg.com

PS T10INT 05.11 @ Copyright 2011, Neptune Technology Group Inc.

Nepture T-10, HP Turbire TRU/FLO® Compound Cold Water Meters Warranty

MANAGEMENT SYSTEMS***

sold on or after 11/1/92: 1. Terms of Limited Warranty.
With respect to its Neptune 1-10, HP TURBINE, TRU/FLO® Compound Water Meters (collectively the "Water Meters"), Neptune Technology Group Inc. ("Neptune") warrants the following on meters

The Water Meters will be, at the later of (i) the date of original purchase from Neptune or (ii) the date of original shipment from Neptune-authorized distributor of Water Meters (that later date is referred to as "the Date of Shipment") and will remain for a period of eighteen (18) months from the Date of Shipment, or twelve (12) months from date of installation, whichever comes first, free from manufacturing defects in workmanship and material.

- (a) Waincase. The no-lead high copper alloy or Brass maincase of the Water Meters will be at the Date of Shipment free from manufacturing defects in workmanship and material for the life of the
- (b) Frost Protection. All Neptune T-10 Cold Water Meters shipped with a synthetic polymer or cast iron bottom cap will, commencing upon the Date of Shipment, be warranted against chamber damage for a period of ten (10) years.
- (c) Registers. Standard, roll sealed registers of the Water Meters will be at the Date of Shipment, and shall remain for the following periods, free from manufacturing defects in workmanship receptacles shipped after January 1, 2001 shall be warranted for five years from the Date of Shipment. All other components and parts are covered under Neptune's standard one-year material and material for a period of ten (10) years. The ARB®, ProRead" (ARB VI), and E-Coder® (ARB VII) system registers are warranted for ten (10) years from Date of Shipment. All ProRead encoder
- (d) Meter Accuracy for Neptune T-10. Neptune T-10 Meters and Neptune T-10 nutating disc chambers in TRU/FLO Compound Water Meters are warranted to meet or exceed, as listed herein, for 1 1/2" and 2" meters; or (iii) the applicable registration shown below, whichever occurs first. Neptune further guarantees that the Neptune 7-10 and Neptune 7-10 nutating disc chambers in accuracy standards of the AVVWA Standard C700-95 for a period of: (i) five (5) years from Date of Shipment for 5/8", 3/4" and 1" meters; (ii) for a period of two (2) years from the Date of Shipment IRU/FLO Compound Water Meters will perform to at least Repaired Meter Accuracy Standards, according to AVVWA Manual M-6 Chapter 5 (1999) Table 5.3 for an additional ten (10) years or the
- (e) Meeter Accuracy for HP Turbine and TRU/FLO. The HP Turbine and TRU/FLO Compound Cold Water Meters will perform, for a period of one (1) year from the Date of Shipment, to American Water Works Association ("AWWA") accuracy standards for new water meters.

registration shown below, whichever occurs first,

1,600,000 gallons 2,700,000 gallons	\$68.76"x %" 1"	FLOW ACCURACY % US gpm @ 95% 5 years or 500,000 gallons % US gpm @ 95% 5 years or 750,000 gallons % US gpm @ 95%	NEW METER ACCURACY 500,000 gallons 750,000 gallons	REPAIRED METER ACCURACY 1,500,000 gallons 2,250,000 gallons
% US gpm @ 95% 2 years or 1,500,000 gallons 1 US gpm @ 95% 2 years or 2,700,000 gallons 2,700,000 gallons	1,	% US gpm @ 95% 5 years or 1,000,000 gallons	1,000,000 gallons	3,000,000 gallons
2,700,000 gallons	11/2"	% US gpm @ 95% 2 years or 1,600,000 gallons	1,600,000 gallons	5,000,000 gallo
	2"	1 US gpm @ 95% 2 years or 2,700,000 gallons	2,700,000 gallons	8,000,000 galk



W METER 09.11



Warranty Return.

guarantee will be guaranteed to perform to AWWA repaired meter accuracy standards. conducted by the customer according to AWWA standards. Any meter being returned for repair to Neptune under this performance guarantee must be returned with a copy of the customer's test If a Neptune Water Meter fails an accuracy test during an applicable warranty period, it may be returned to Neptune for repair or replacement at Neptune's option. An accuracy test shall be testing fee by Neptune in such cases. Neptune will repair or replace the meter at Neptune's option after the meter has been tested by Neptune. Meters repaired or replaced under the performance results. If the meter is returned to Neptune without a copy of the test results or if Neptune's factory test shows the meter to meet current AWWA standards, the customer will be charged a nominal

Warranties are exclusive.

merchantability and the warranty of fitness for a particular purpose. the warranties set forth in this certificate of warranty are in lieu of any other warranty, guarantee, or representation, whether expressed or implied, including without limitation, the warranty of

rascalculation of water usage or lost revenue or profit are not recoverable from Neptune. It is the responsibility of the customer to periodically verify the operation and accuracy of its meters. of delivery to Neptune are assumed by the purchaser of the Water Meter. Neptune's liability is limited to its costs of replacement and repair of the defective water meter. Damages resulting from If the Water Meter fails to meet the warranties set forth in Paragraph 1 of this Certificate of Warranty, Neptune, at its option shall, without charge of labor or materials, repair or replace the Water Meter or part thereof, provided that (a) the Water Meter is delivered to a Neptune representative, (b) the Water Meter is accompanied by a Return Material Authorization (RMA), and (c) all costs 4. Damages limited to costs of replacement and repair.

Warranties are inapplicable under certain conditions.

water conditions; tampering or unauthorized repairs or modifications; accidental or intentional damage; acts of God. This Certificate of Warranty shall not apply if product is placed in non-Water Meter's ability of performance, including but not limited to: misuse; improper handling, application or installation; excessive operating conditions; foreign materials in the water; aggressive The warranties set forth in this Certificate of Warranty do not apply to any Water Meter that has been damaged by, or subjected to, conditions which, in the opinion of Neptune, have affected the inspect any Water Meter or part thereof that is claimed to be defective at Neptune or other location designated by Neptune. third party reading equipment is believed to have caused damage to the meter or register. In order to determine its liability, if any, under this Certificate of Warranty, Neptune shall have the right to not approved or licensed by Neptune. Neptune makes no claims concerning operability and/or compatibility or third party reading systems. In addition, this Certificate of Warranty shall not apply if recommended installation, is connected or altered by other than Neptune recommended procedures, is used with other than genuine Neptune meter registers and components, or read by equipment

EXEMPLARY, AND PUNITIVE DAMAGES WHATSOEVER WARRANTY (2) ANY OBLIGATIONS WHATSOEVER ARISING FROM TORT CLAIMS (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR ARISING UNDER OTHER THEORIES OF LAW WITH RESPECT THE PURCHASE PRICE NEPTUNE SHALL NOT BE SUBJECT TO AND DISCLAIMS THE FOLLOWING: (1) ANY OTHER OBLIGATIONS OR LIABILITIES ARISING OUT OF BREACH OF CONTRACT OR OF TO PRODUCTS SOLD OR SERVICES RENDERED BY NEPTUNE, OR ANY UNDERTAKINGS, ACT OR OMISSIONS RELATING THERETO, AND (3) ALL CONSEQUENTIAL, INCIDENTAL, SPECIAL, MULTIPLE, NEPTUNE'S LIABILITY WITH RESPECT TO BREACHES OF THE FOREGOING LIMITED WARRANTY SHALL BE LIMITED AS STATED HEREIN. NEPTUNE'S LIABILITY SHALL IN NO EVENT EXCEED

W WETER 09.11



