

## LETTER OF AGREEMENT

This is a Letter of Agreement ("Agreement") between the City of Killeen (referred to herein as "City") and Thirkettle Corporation dba Aqua-Metric Sales Company (referred to herein as "Contractor"), collectively the "Parties".

In consideration of the premises and of the mutual covenants and agreements contained in this Agreement and Exhibits attached hereto, the Parties hereby agree as follows:

Scope of Agreement. The purpose of this Agreement is to enlist the services of Contractor to: 1) provide 5,000 radios, one base station, and upscale the RNI servers and Sensus Analytics software 2) install, and configure 5,000 iPERL meters, 5,000 radios, one base station, and AMI software as outlined in the attached Exhibits A-D (the "Project")

Term of Agreement. This Agreement shall commence upon the date that the last required signature is affixed and extend for 300 calendar days after Commencement of Work on the Project and may be reasonably extended as necessary to complete the Project unless terminated in accordance with the terms and conditions hereto.

Consideration. Contractor agrees to provide the services stated above:

\_\_\_ at the rate of \$\_\_\_\_\_ per hour; or

X for the lump sum payment not to exceed \$1,113,847.25

Independent Contractor. Contractor shall act as an Independent Contractor. Under no circumstances shall Contractor be deemed an employee or partner of the City.

Applicable Laws. Contractor shall follow all applicable local, State, and Federal laws, regulations, and requirements for the abatement and disposal of lead, asbestos, and other routinely encountered hazardous substances. If any unusual substances or extraordinary amounts of the aforementioned substances are encountered, the Contractor will contact the City to contact the State and the relevant agency with authority for regulation of the substance.

Standard of Care. The standard of care for all professional engineering and related services performed or furnished by Contractor under this Agreement will be the care and skill ordinarily used by members of the Contractor's profession practicing under similar circumstances at the same time and in the same locality.

Insurance. Contractor shall procure and maintain insurance in the following amounts:

Worker's Compensation	Statutory
Automobile Liability	\$500,000 Combined single Limit for each accident (Bodily injury and property damage).
General Liability	\$1,000,000 each occurrence (Bodily injury and property damage).
Professional Liability	\$1,000,000 general aggregate.

On all policies, except Worker's Compensation, City shall be listed as an additional insured with a full waiver of subrogation. A certificate of coverage shall be provided to the City prior to commencing work on the Project.

Subcontracts and Assignments. Contractor's rights and obligations hereunder are deemed to be personal and may not be transferred or assigned. Any assignments shall be void and of no effect.

Indemnification. To the fullest extent permitted by law, City or Contractor, as applicable, shall indemnify and hold harmless the other party, and the other party's officers, directors, partners and employees from and against any and all costs, losses and damages (including, without limitation, all fees and charges of attorneys and other professionals, and all court or dispute resolutions costs) caused by the negligent acts or omissions of the City or Contractor, as applicable, or their respective officers, directors, partners, employees and consultants with respect to the performance under this Agreement or the Project.

Termination. This Agreement may be terminated by either party for cause upon sixty (60) calendar days' written notice, provided such cause cannot be reasonably cured within such sixty (60) day period. City may terminate this Agreement for convenience effective upon receipt of written notice declaring the same and Contractor shall be compensated for all work completed at that time in accordance with this Agreement.

Texas Law. This Agreement shall be subject to and governed by the laws of the State of Texas. The Parties agree that for venue purposes, any and all lawsuits, disputes, or causes of action shall be in Bell County, Texas.

Severability. If any provision of this Agreement shall, for any reason, be held to violate any applicable law, then the invalidity of such a specific provision in this Agreement shall not be held to invalidate the remaining provisions of this Agreement.

Survival. Any provision of this Agreement providing for indemnity, insurance or a duty that necessarily will not be completed until after the expiration or termination of this Agreement shall continue in full force and effect until such a time as all duties have been fully performed.

Non-waiver. Failure to enforce any provision of this Agreement by either party shall not constitute a waiver of that provision for purposes of the subsequent enforcement of that provision or the remainder of this Agreement.

Entire Agreement. This Agreement, including any exhibits attached hereto and any documents incorporated herein by reference, contains the entire understanding and agreement between the City and Contractor, their assigns and successors in interest, as to the matters contained herein. Any prior or contemporaneous oral or written agreement, understandings, negotiations, and proposals, whether written or oral, formal or informal between the parties, is hereby declared null and void to the extent in conflict with any provision of this Agreement. Any additional writings shall not modify any limitations or remedies provided in the Agreement. There are no other terms or conditions, oral, written, electronic or otherwise. There are no implied obligations.

All obligations are specifically set forth in this Agreement. Further, there are no representations that induced this Agreement that are not included in it. Without limiting the generality of the foregoing, no purchase order placed by or on behalf of the City shall alter any of the terms of this Agreement. The parties agree that such documents are for administrative purposes only, even if they have terms and conditions printed on them and even if and when they are accepted and/or processed by Contractor. Any goods, software or services delivered or provided in anticipation of this Agreement under purchase orders placed prior to the execution of this Agreement are governed by this Agreement upon its execution and it replaces and supersedes any such purchase orders.

Contract Verification. Texas law provides that a governmental entity may not enter into certain contracts for goods and services with a company unless the company provides written verification regarding aspects of the company's business dealings.

**Acknowledgement – “Boycott Israel”**

Texas Government Code, Chapter 2271 – the company must verify that it does not boycott Israel and will not boycott Israel during the term of the contract. Boycott Israel is defined in Government Code Chapter 808.

**Acknowledgement – “Boycott Energy Companies”**

Texas Government Code, Chapter 2276 – the company must verify that it does not boycott energy companies and will not boycott energy companies during the term of the contract. Boycott energy company is defined in Government Code Chapter 809.

**Acknowledgement – “Prohibition on contracts with companies that discriminate against firearm and ammunition industries”**

Texas Government Code, Chapter 2274 – the company must verify that it does not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of the contract against a firearm entity or firearm trade association. Verification is not required from a sole source provider. Discriminate, firearm entity and firearm trade association are defined in Government Code Chapter 2274.

Affected by the above statutes are contracts 1) with a company with ten (10) or more full-time employees, and 2) valued at \$100,000 or more to be paid wholly or partly from public funds. A contract with a sole proprietorship is not included.

By signing below, I verify that the company listed below does not boycott Israel, does not boycott energy companies and does not discriminate against firearms entities or firearm trade associations and will not do so during the term of the contract entered into with the City of Killeen. I further certify that I am authorized by the company listed below to make this verification.

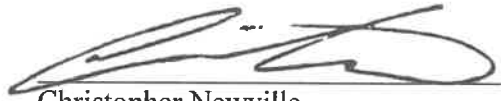
[Signature Page on following page.]

**SIGNED, ACCEPTED AND AGREED** by the undersigned Parties who acknowledge that they have read and understand this Agreement and that the Agreement is issued in accordance with local, State, and Federal laws, and the undersigned Parties hereby execute this legal document voluntarily and of their own free will.

City

Contractor

\_\_\_\_\_  
Kent Cagle, City Manager  
City of Killeen

  
\_\_\_\_\_  
Christopher Newville  
Manager

\_\_\_\_\_  
Date

\_\_\_\_\_  
April 27, 2024

\_\_\_\_\_  
Date

## **EXHIBIT A – GENERAL TERMS AND CONDITIONS**

1. **PRICING AND PAYMENT.** Subject to the provisions of this Agreement, the City shall pay Contractor for the full performance of Contractor's obligations the amount set forth in the attached Exhibit B subject to additions and deductions by authorized, written Change Order in accordance with Section 5 hereof. The City shall issue payment within thirty (30) days from the date of invoice. Notwithstanding, if the City fails to pay any invoice within thirty (30) days of the invoice date, Contractor may, at its sole discretion, withhold or suspend the services until the City has paid any past due invoiced amounts or seek termination pursuant to Section 14 of this Agreement. Contractor reserves the right to issue late fees to the City for past due amounts at a rate of 1% of the invoice amount for each additional day past due or the maximum amount permitted by law. All pricing and payments shall be in US currency.
2. **ECONOMIC PRICE ADJUSTMENT**
  - 2.1. In recognition of the potential for fluctuation in Contractor's cost for the materials or services provided hereto this Agreement, a price adjustment may be submitted by Contractor on an annual basis or on Contractor's reasonable notice to the City upon Contractor's receipt of such price adjustment imposed by Contractor's manufacturers or suppliers. The percentage change between the contract price and the requested price shall not exceed twenty-five (25) percent of the original contract price or the percentage change issued by Contractor's manufacturer's or supplier's actual cost of increase; whichever is less. Prices for products or services unaffected by verifiable cost trends shall not be subject to adjustment.
  - 2.2. Contractor's submitted price adjustment will be made in writing and submitted to the City timely. Price adjustments will be for the sole purpose of accommodating changes in Contractor's direct economic and inflationary costs of materials or services provided herein.
3. **SERVICES.** The Regional Network Interface (RNI) and Sensus Analytics Software (collectively the "SaaS Services") provided herein shall be limited to 5,000 endpoint connections reporting into the FlexNet system. In the event Client elects to expand the capacity of the system, Client will be responsible for additional one-time setup and integration fee(s) needed to reprovision the server environment. Annual SaaS fees thereafter will be incrementally adjusted on an annual basis to account for the actual number of endpoint connections reporting into the FlexNet system.
4. **ANNUAL FEES.** The City acknowledges certain annual software license, maintenance and support services will be necessary for the City's continued use and access of the AMI System. The City agrees to pay annual fees for the continued use, access, and support (the "Annual Fees") of the AMI solution as defined within the Thirkettle Corporation Annual Services Agreement.
5. **MODIFICATIONS, AMENDMENTS AND CHANGE ORDERS.** No modification or amendment to this Agreement or the Project herein shall be binding upon either Party hereto unless such amendment is set forth in writing and duly executed by an authorized representative of each Party. Contractor and the City each acknowledge additional product and services not detailed or described herein may be required to complete the Project. Either Party may initiate a request to modify, add or remove additional product or services. No

additional product or service will be inclusive unless upon written amendment to this Agreement duly executed by an authorized representative from both Parties. Unless otherwise agreed upon, all additional product or services rendered will be quoted at current market values at the time of request.

6. OWNERSHIP.

- 6.1. Contractor Materials. Contractor or its suppliers shall retain all right, title and interest (including but not limited to copyright, trademark, patents, and other proprietary or intellectual property rights) in the Contractor Confidential Information and Contractor Proprietary Materials (excluding City Work Product, City Data and City Confidential Information).
- 6.2. City Materials. The City shall retain all right, title and interest (including copyright and other proprietary or intellectual property rights) in the City Work Product, City Confidential Information and City Data. Contractor may access City Data only to respond to AMI services or technical problems or at the City's request, and for the purposes of hosting such City Data in connection with the provision of the AMI Services to the City. Without limiting the generality of the foregoing, Contractor agrees that information and data on how the AMI Services are used by the City (such as, but not limited to, benchmarking data, usage patterns and roles) constitute City Confidential Information and may only be used by Contractor to improve the delivery of AMI Services for the City, and may not be used for other purposes, and may not be distributed, transferred in detail or summary form to any third party without the express written consent of the City.

7. CONFIDENTIAL INFORMATION.

- 7.1. To the fullest extent permitted by law, each party shall hold the other party's Confidential Information in confidence and shall not disclose such Confidential Information to third parties other than to consultants or contractors, subject to similar terms of confidentiality, when disclosure is necessary for the purposes set forth herein, nor use the other party's Confidential Information for any purpose other than the purposes set forth under this Agreement. The foregoing restrictions on disclosure shall not apply to information which is: (i) already known by the recipient, (ii) becomes, through no act or fault of the recipient, publicly known, (iii) received by recipient from a third party without a restriction on disclosure or use, (iv) independently developed by recipient without reference to the other party's Confidential Information, or (v) is a public record under applicable laws, which shall control, subject to the terms of this Section. Subject to the Texas Public Records Act, the City will maintain the confidentiality of all Contractor Confidential Information, and Contractor will maintain the confidentiality of all the City Confidential Information, with each party taking all reasonable precautions to protect the same, at a minimum taking those precautions used to protect its own Confidential Information from unauthorized use or disclosure. All City Data shall be deemed City Confidential Information for purposes of this Agreement and the protections and requirements set forth herein.

- 7.2. The City acknowledges that Contractor may use products, materials, or methodologies proprietary to Contractor. The City agrees that Contractor's provision of services under this Agreement shall not be grounds for the City to have or obtain any rights in such proprietary products, materials, or methodologies unless the parties have executed a separate written agreement with respect thereto. Contractor, for itself and its officers, agents and employees, agrees that it shall treat all information provided to it by the City as confidential and shall not disclose any such information to a third party without the prior written approval of the City. Subcontractors and affiliates of Contractor who need to know the Confidential Information to perform the Services shall not be considered third party for purposes of this Section.
- 7.3. Unauthorized Access. Contractor shall store and maintain City Information in a secure manner and shall not allow unauthorized users to access, modify, delete, or otherwise corrupt City Information in any way. Contractor shall notify the City immediately if the security or integrity of any City information has been compromised or is believed to have been compromised, in which event, Contractor shall, in good faith, use all commercially reasonable efforts to cooperate with the City in identifying what information has been accessed by unauthorized means and shall fully cooperate with the City to protect such information from further unauthorized disclosure.

#### 8. REPRESENTATIONS, WARRANTIES, AND COVENANTS.

8.1. Contractor represents, warrants and covenants as follows:

- i. Contractor has the right to enter into this Agreement and perform in accordance with the terms of this Agreement, and such actions do not violate any third-party agreement or other obligation by which Contractor is bound.
- ii. Contractor is duly qualified to do business and is in good standing in every jurisdiction in which such qualification is required for purposes of this Agreement, except where the failure to be so qualified, in the aggregate, would not reasonably be expected to adversely affect its ability to perform its obligations under this Agreement.
- iii. Contractor has the full right, corporate power, and authority to enter into this Agreement, to grant the rights and licenses granted under this Agreement and to perform its obligations under this Agreement.
- iv. The execution of this Agreement by Contractor's representative herein has been duly authorized by all necessary corporate action of Contractor.

#### 9. COMPLIANCE WITH LAWS.

- 9.1. Contractor Compliance with Laws. Contractor will perform their respective obligations under this Agreement in a manner that complies with all Laws: (i) applicable to Contractor's respective business and activities, including Laws of any country or jurisdiction from which or through which Contractor provides the product or services; and (ii) applicable to the City and the City's affiliates. "Laws" shall include and refer to any and all federal (national), state, provincial, municipal or local laws, regulations, rules, judicial decrees, decisions and judgments, executive and government orders and ordinances, and any and all directives of regional legislative and regulatory bodies and

implementing legislation, as well as rules and regulations of any self-regulatory organization by which any party may be bound.

- 9.2. The City's Compliance with Laws. The City will perform its obligations under this Agreement in a manner that complies with all Laws applicable to the City's business, activities, and facilities. "Laws" shall include and refer to any and all federal (national), state, provincial, municipal or local laws, regulations, rules, judicial decrees, decisions and judgments, executive and government orders and ordinances, and any and all directives of regional legislative and regulatory bodies and implementing legislation, as well as rules and regulations of any self-regulatory organization by which any party may be bound.

## 10. WARRANTIES.

- 10.1. Disclaimer. EXCEPT AS SPECIFICALLY SET FORTH IN THIS AGREEMENT, THE SERVICES AND SOFTWARE ARE PROVIDED BY AQUA-METRIC ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE; provided, however any such warranties received by Contractor from its suppliers shall be passed on to the City.
- 10.2. Contractor warrants that the services provided by Contractor will be performed in a professional and workmanlike manner with a degree of care, skill and competence that is consistent with the then generally accepted industry standards reasonably expected of similar types of engagements and the deliverables herein this Agreement will substantially conform to the deliverables specified in the applicable Exhibits and Appendices hereto through the term of the Agreement.
- 10.3. Limitations. Unless otherwise expressly provided herein, neither Contractor nor any of its service providers, licensors, employees or agents warrant that the operation of the services will be uninterrupted or error free. Further, neither Contractor nor its suppliers, licensors, employees or agents will be responsible for (i) lost revenue, including revenue lost from third parties, persons, or entities, such as bills for electricity, lighting, gas, or water consumption; (ii) any In/Out Costs, where "In/Out Costs" means any and all costs and expense incurred by the City in transporting goods between its warehouse and its end user's premises and any and all costs and expenses incurred in installing, uninstalling, and removing goods; and (iii) any manual meter reading costs and expenses.
- 10.4. Standard Manufacturer Warranty. Standard manufacturer product warranties shall apply to all product(s) furnished under this Agreement. Contractor and/or their supplier agrees to provide a repaired or replacement meter free of charge, including no charge for freight delivery back to the City for any meter returned within the warranty provisions.
- 10.5. Meter Services Warranty. Contractor warrants the quality of workmanship and services provided herein to be reasonably free from defects within twenty-four linear inches downstream (customer side) of the meter connection for a period of thirty (30) days from the date of meter exchange.



- i. Meter Services Warranty is only applicable to the services rendered during the time of meter exchange and only applicable if the failure is reasonably evident of a faulty meter exchange service provided by Contractor or its subcontractor.
- ii. Contractor does not warrant defective product(s) or materials including but not limited to the utility meter, piping, meter couplings, curb stops, shut off valves, meter risers, meter setters, meter boxes or meter box lids, conduit, wire or wire nuts, or other similar materials (the "Materials") used to complete the meter exchange service. Such products will be subject to the manufacturer(s) product warranty guidelines. All product warranty concerns will be facilitated through Contractor with the appropriate product supplier(s) or manufacturer(s).
- iii. Contractor does not warrant pre-existing conditions; service line damage(s) resulting from non-approved materials or the service line is not up to code compliance; or damage(s) due to age or instability of galvanized lines on either the distribution or consumer side.
- iv. Meter Services Warranty does not include defects as a result of tampering, vandalism, negligence, "Acts-of-God".
- v. The City shall notify Contractor of any warrantable concern(s) within five (5) business days of the City becoming aware of suspect failure.
- vi. The City acknowledges Contractor is unable to determine pre-existing plumbing conditions, including but not limited to pipe condition, debris or hard water buildup in plumbing lines, unstable or faulty plumbing connections or plumbing fixtures, or water pressure, etc. Due to the unknown condition(s), Contractor does not warrant against damage(s) or defect(s) to plumbing, household fixtures, water heaters, water softening or filtration systems, Sloan valves, appliances, water pressure, or other related appurtenances which rely on the utility services provided by the City.
- vii. Contractor reserves the right to inspect the project worksite prior to performing any work to determine the best course of action to correct the warranty concern. If such inspection is not indicative of Contractor's faulty workmanship, Contractor, at its sole discretion, may invoice the City for any time and expense incurred to inspect the worksite. Contractor will not be held responsible for any unauthorized repair(s) performed by the City, the City's resident or business customer, or any third-party repair company.

11. LIMITATIONS AND DISCLAIMERS OF LIABILITY. DISCLAIMER OF CERTAIN DAMAGES. TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT SHALL ANY PARTY HAVE ANY LIABILITY TO THE ANOTHER PARTY HERETO FOR ANY LOST PROFITS (WHETHER DIRECT OR INDIRECT), LOSS OF USE, COSTS OF COVER, OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES HOWEVER CAUSED AND, WHETHER IN CONTRACT, TORT, WARRANTY OR UNDER ANY OTHER THEORY OF LIABILITY, WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.
12. FORCE MAJEURE. Neither party shall be held liable for delay in fulfilling or failure to fulfill its obligations under this Agreement, if such delay or failure is caused by events

beyond the reasonable control of such party, including, without limitation, natural calamity, acts of God, terrorist events, pandemic, epidemic, supply chain constraints or delays in product shipment caused by any of the preceding events, provided payment obligations for work completed by Contractor under this Agreement shall not be so excused. Each party shall notify the other in writing of any situation that may prevent performance under the terms and conditions of this Agreement.

13. SUSPENSION OF WORK. Except in the event of force majeure pursuant to Section 12, and notwithstanding anything to the contrary contained herein, in the event of prolonged or indefinite delays or suspension caused by the City, Contractor may, at its discretion and upon written notice to the City, elect to remove Contractor assets including but not limited to personnel, equipment, storage and disposal facilities, product and materials from the Project worksite. The City agrees to pay for fees incurred by Contractor resulting from but not limited to loss of payroll/subcontractor compensation, contracted or broken lease fees, demobilization and remobilization fees. Should the City elect to suspend or postpone indefinitely any portion of the services requested, Contractor may demobilize all staff, subcontractors, and/or facilities until such suspension has been lifted or Agreement termination.

14. TERMINATION.

- 14.1. Breach. Subject to the terms herein, either party may terminate this Agreement for breach of duty, obligation or warranty upon exhaustion of all remedies set forth herein.
- 14.2. In the event of such termination, all Work shall be suspended as provided in the termination instruction. The City shall pay Contractor pursuant to the terms herein for all product and services rendered prior to and through the effective date set forth in the notice of termination.
- 14.3. Upon termination of this Agreement for any reason, Contractor shall provide the City with copies of all completed or partially completed documents prepared under this Agreement contemporaneously with the City making a final payment to Contractor in the amount (a) consistent with services rendered as of the date of termination, including such subscription services the Contractor has contracted for in fulfillment of the terms of this Agreement, *plus* (b) amounts incurred by Contractor to demobilize and orderly conclude open matters/invoices. In the event Contractor has received access to City information or data as a requirement to perform services hereunder, Contractor shall return all City provided data to the City in a machine-readable format or other format deemed acceptable to the City, in the City's reasonable discretion.
15. INFORMAL DISPUTE RESOLUTION. Except in the event of termination pursuant to Section 14, if either Contractor or the City has a claim, dispute, or other matter in question for breach of duty, obligations, services rendered or any warranty that arises under this Agreement, the Parties shall first attempt to resolve the matter through this dispute resolution process. The disputing Party shall notify the other Party in writing as soon as practicable after discovering the claim, dispute, or breach. The notice shall state the nature of the dispute and list the Party's specific reasons for such dispute. Within ten (10) business days of receipt of the notice, both Parties shall commence the resolution process and make a good faith effort, either through email, mail, phone conference, in person meetings, or other reasonable means to resolve any claim, dispute, breach or other matter in question that may arise out of, or in

connection with this Agreement. If the Parties fail to resolve the dispute within sixty (60) days of the date of receipt of the notice of the dispute, then the Parties shall submit the matter to non-binding mediation within Bell County, Texas. The mediator shall be agreed to by the Parties. If the Parties cannot agree on a mediator, each Party shall select a mediator and the mediators selected by the Parties shall select a mediator to mediate the dispute. Each Party shall be liable for its own expenses, including attorney's fees; however, the Parties shall share equally in the costs of the mediation. If the Parties cannot resolve the dispute through mediation, then either Party shall have the right to exercise any and all remedies available under law regarding the dispute. Notwithstanding the fact that the Parties may be attempting to resolve a dispute in accordance with this informal dispute resolution process, the Parties agree to continue without delay all of their respective duties and obligations under this Agreement not affected by the dispute. Either Party may, before or during the exercise of the informal dispute resolution process set forth herein, apply to a court having jurisdiction for a temporary restraining order or preliminary injunction where such relief is necessary to protect its interests.

16. **NOTICES.** All notices permitted or required to be given by either Party under this Agreement to the other shall be in writing through each Party's authorized representative(s) as follows:

**If to Contractor:**

Thirkettle Corporation  
DBA Aqua-Metric Sales Company  
Attn: Christopher Newville  
16914 Alamo Parkway, Building 2  
Selma, TX 78154  
Email: [chris.newville@aqua-metric.com](mailto:chris.newville@aqua-metric.com)

**If to the City:**

City of Killeen  
Attn: Steve Kana  
101 N College Street  
Killeen, TX 76541  
Email: [skana@killeentexas.gov](mailto:skana@killeentexas.gov)

Any such notice shall be deemed to have been properly served if delivered in person or by mail, fax or email to the address of the representative designated above. The date of such notice shall be the date on which it is actually received by the Party to whom it is addressed.

17. **AGREEMENT AUTHORIZED.** Each party represents to the other party that: (i) it has the power and authority to execute and deliver this Agreement and perform its obligations hereunder; (ii) the execution, delivery, and performance of this Agreement has been duly approved and authorized by it; and (iii) the execution and delivery of, and performance by, such party of this Agreement does not and will not, directly or indirectly, (iv) require the consent, approval, or action of, or any filing or notice to (collectively, "Consents"), any corporation, firm, person or other entity or any public, governmental or judicial authority, which Consents have not already been obtained, (v) violate the terms of any instrument,

document or agreement to which it is a party, or by which it is bound, or be in conflict with, result in a breach of or constitute (upon the giving of notice or lapse of time or both) a default under any such instrument, document or agreement, or (vi) violate any order, writ, injunction, decree, judgment, ruling, law rule or regulation of any federal, state, county, municipal, or foreign court or governmental authority applicable to it.

18. CONFLICTS OF INTEREST. Contractor hereby warrants to the City that Contractor has made full disclosure in writing of any existing or potential conflicts of interest related to Contractor's services under this Agreement. In the event that any conflicts of interest arise after the Effective Date of this Agreement, Contractor hereby agrees immediately to make full disclosure to the City in writing.
19. REMEDIES. Except for remedies specifically designated as exclusive, no remedy conferred by the Agreement is intended to be exclusive of any other remedy, and each and every remedy shall be cumulative and shall be in addition to every other remedy given hereunder, now or hereafter existing at law, in equity, by statute or otherwise. The election of any one or more remedies shall not constitute a waiver of the right to pursue other available remedies.
20. SUCCESSORS. This Agreement shall inure to the benefit of and be binding on the parties hereto and their respective successors and assigns (if such assignment was properly made pursuant to this Agreement).
21. FORUM SELECTION. The Parties agree that any action to interpret or enforce this Agreement shall be brought and maintained only in the county courts located within Bell County, Texas. The Parties consent to the exclusive jurisdiction of such courts and waives any objection either Party might otherwise have to jurisdiction and venue in such courts and Parties consent to service of process out of said State of Texas by regular U.S. mail to each Party or any other method of service permitted by such courts.
22. DEFINITIONS.
  - 22.1. "Advanced Metering Infrastructure System" is an integrated system of smart meters, communications networks, and data management systems that enables two-way communication between utilities and customers.
  - 22.2. "Sensus Software-as-a-Service and Spectrum Lease Agreement" is an agreement between the City and Sensus USA, Inc. ("Sensus" including but not limited to the use of the Sensus FlexNet System, Sensus Analytics Software-as-a-Service ("SaaS"), Spectrum License Lease, and Support Standards.
  - 22.3. Sensus "Software-as-a-Service ("SaaS") means a software distribution model in which Sensus USA, Inc. hosts the Sensus Analytics software in a secure cloud environment and makes available to customers over the Internet.
  - 22.4. "Thirkettle Corporation Annual Services Agreement" refers to the separate annual agreement between Contractor and the City for the continued use, access, license, and support of the City's AMI System.
  - 22.5. "Software" means the computer software described as such in the Sensus Agreement, in machine-readable form only, as well as any updates which may be provided pursuant to the terms of this Agreement.

- 22.6. "Confidential Information" means documents, data, work product and any other sources of information designated as confidential in writing by the City or Contractor, as applicable, and any other information that a party should reasonably know is confidential in light of the circumstances surrounding its disclosure.
- 22.7. "Contractor Confidential Information" means the Contractor Proprietary Materials and any other Contractor owned or licensed information or material that Contractor designates in writing as confidential.
- 22.8. "Contractor Proprietary Materials" mean (i) Software and all computer programs, Documentation, products, forms, tools, methodologies, processes and procedures which were developed and owned by Contractor or its subcontractors prior to the Effective Date or which are developed during the term of the Agreement by Contractor staff (including employees and subcontractors), expressly excluding any City Work Product; and (ii) any modifications thereof and derivative works based thereon.
- 22.9. "City Confidential Information" means the City Data, City Proprietary Materials, and any other City owned or licensed information or material that is designated in writing by City as proprietary and confidential, or that Contractor should reasonably know is confidential in light of the circumstances surrounding its disclosure.
- 22.10. "City Data" means any or all of the following, and all copies thereof, regardless of the form or media in which such items are held: (i) Confidential Information of the City, including, but not limited to, Personally Identifiable Information; (ii) data and/or information provided or submitted by or on behalf of the City or any City Affiliate to Contractor regardless of whether considered Confidential Information; and (iii) data and/or information stored, recorded, processed, created, derived or generated by Contractor as a result of and/or as part of the Services, regardless of whether considered Confidential Information.

## **EXHIBIT B – AGREEMENT PRICING**

**Aqua-Metric Sales Company**

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

April 25, 2024

**Client:** City of Killeen, Texas  
**Attention:** Steve Kana  
**Phone:** (254) 501-7623  
**Email:** SKana@killeentexas.gov

Line No.	Item	Quantity	Unit	Extended
<b>Sensus FlexNet AMI System: Phase Two</b>				
<b>Network Infrastructure Setup and Configuration; Product</b>				
	Sensus Analytics Reintegration Fee	1	\$20,500.00	\$20,500.00
	RNI Setup / Rebuild Fee	1	\$16,248.75	\$16,248.75
	M400B2 Basestation w/ SPM-900	1	\$31,691.67	\$31,691.67
	M400B2 Basestation Magnetic Mount for OMNI Antenna, if Required		\$6,000.00	
	M400B2 Basestation Magnetic Mount for Panel Antenna, if Required		\$18,750.00	
	M400B2 Basestation Installation	1	\$26,000.00	\$26,000.00
	M400B2 Basestation Certification	1	\$1,750.00	\$1,750.00
	Communication Backhaul	1	\$1,000.00	\$1,000.00
	520M Single Port SmartPoint Radio Transmitter	5,000	\$127.27	\$636,350.00
<b>Metering Product Installation Services</b>				
	Field Deployment Management, Monthly Fee	6	\$7,500.00	\$45,000.00
	Mobilization Fee	1	\$14,906.83	\$14,906.83
	NovusCenter WOMS Additional Work Order Setup Fee	1	\$2,500.00	\$2,500.00
	NovusCenter WOMS Work-Order Data Fee	5,000	\$2.25	\$11,250.00
	NovusCenter WOMS Data Review Fee	5,000	\$3.00	\$15,000.00
	3/4" Water Meter Exchange with SmartPoint Installation and Activation	5,000	\$58.33	\$291,650.00
	Recommended Contingency Fund for Installation Incidentals		\$25,000.00	
	Installation Incidental: Meter Box Lid Replacement - Plastic, Labor Only		\$8.55	
	Installation Incidental: Residential (5/8" - 1") Water Meter Box Adjustment, Removal, or Replacement, in Dirt, Labor Only, Estimated Quantity		\$64.10	
	Installation Incidental: Clean Out Excessive Dirt from Meter Box, Estimated Quantity		\$16.88	
	Installation Incidental: Lid Modification: Drill Hole in Plastic Meter Box Lid		\$8.97	
	Installation Incidental: Lid Modification - Drill Hole in Metal Meter Box Lid		\$25.20	
	Installation Incidental: 5/8" - 1" SmartPoint Installation and Activation, Labor Only		\$51.28	
	Installation Incidental: 5/8" - 2" Water Meter Register Reprogramming Only		\$12.82	
	Installation Incidental: 5/8" - 1" Water Meter Register Replacement, Labor Only		\$55.13	
	Installation Incidental: 5/8" - 1" Curb Stop Replacement, Labor Only		\$153.85	
	Installation Incidental: 5/8" - 1" Meter Tail Replacement, Labor Only		\$57.69	
	Installation Incidental: 5/8" - 1" Replacement of Removal of Busing Adapter (5/8" - 1"), Labor Only		\$7.69	
	Installation Incidental: 5/8" - 3/4" Meter Resetter / Riser Installation, Labor Only		\$53.85	
	Installation Incidental: Site Visit Fee		\$44.87	
	Installation Incidental: Special Job Hourly Rate, Price per Technician per Hour		\$153.85	
	Installation Incidental: Daily Rate, Price per Technician per Day.		\$1,153.85	

This quote for the product and services named above is subject to the following terms:

**Total \$1,113,847.25**

- All quotes are subject to the Aqua-Metric Terms of Sale unless there is an executed agreement between the parties. Terms of Sale can be found online at [www.aqua-metric.com](http://www.aqua-metric.com)
- Quote is valid for thirty days.
- If modifications in materials, labor, or processing are required to meet new regulations, the pricing submitted herein is subject to immediate change.
- Freight allowed on single Sensus Product orders exceeding \$20,000.00.
- Net Thirty Days to Pay
- Returned product may be subject to a 25% restocking fee.
- Sales Tax and/or Freight charges are not included.
- Customer to provide electricity to basestations and basestation mounting hardware
- Customer to provide static IP address and monthly data (SIM) for backhaul communication - Aqua-Metric suggests Verizon Wireless or AT&T

April 12, 2024

## Pricing Clarifications – City of Killeen, Texas AMI System

1. All quotes are subject to the Aqua-Metric Terms of Sale unless there is an executed agreement between the parties. Terms of Sale can be found online at [www.aqua-metric.com](http://www.aqua-metric.com)
2. Quote is valid for 30 days.
3. If modifications in materials, labor, or processing are required to meet new regulations, the pricing submitted herein is subject to immediate change.
4. Net Thirty Days to Pay.
5. Freight allowed on single orders exceeding \$20,000.00. All non-Sensus and/or non-water products are subject to additional freight charges (i.e., Juniper devices, meter boxes and lids, etc.).
6. Returned product subject to a 25% restocking fee for Sensus product. Due to their custom configuration and build, all electric meter sales are final. All non-Sensus product subject to their specific manufacturer's published return policy.
7. Sales tax and/or freight charges are not included.
8. Minimum five years term for SaaS model with annual price escalator as quoted herein based on the number of water services.
9. Customer to provide electricity to each basestation, electric meter base, and basestation mounting hardware.
10. Customer to provide status IP address(es), RJ-45 Connection, and monthly data (SIM) charge for backhaul communication. Aqua-Metric suggests Verizon Wireless, AT&T, or Sprint.
11. Standard meter installation pricing shall encompass light cleaning of box, like-for-like meter exchange with installation and activation of radio into a pre-modified lid and data collection. Pricing is for labor only and not inclusive of any special parts or materials necessary to facilitate a successful exchange. Aqua-Metric will furnish nuts, bolts, and gaskets as necessary to replace each meter. City will be responsible for supplying any additional materials including but not limited to meter boxes, meter box lids, curb stops, meter couplings, meter riser/resetter, etc.; however Aqua-Metric can supply any additional materials at cost plus fifteen percent. An installation scope of work will be drafted upon request. Pricing is subject to change based on revisions or modifications requested by the City.
12. Pricing does not include staging services, product storage, trash/recycling receptacles, or consumer outreach program.
13. Performance and Payment Bond not included.
14. Pricing does not reflect Prevailing Wage Rates.
15. Any items beyond quote above subject to price negotiations.



## **EXHIBIT C – AMI IMPLEMENTATION SCOPE OF SERVICES**

This AMI Implementation Scope of Work (“SOW”) describes the general services that will be rendered by Contractor, Sensus USA, Inc. (“Sensus”) and the City during the implementation of the Sensus AMI FlexNet communications system.

Contractor and the City acknowledge and agree the SOW may adjust as necessary and without formal Change Order to accommodate changes in the project which do not impact the overall project cost. Any significant change(s) to the SOW that would otherwise cause a change in the project cost shall be executed upon written Change Order pursuant to Section 5 of the Agreement hereto.

### **1. General Responsibilities**

#### **1.1. Contractor Responsibilities**

- A. Designate a primary point of contact throughout project deployment who will coordinate responsibilities and tasks between the City, Contractor’s project team and Sensus’ project team.
- B. Coordinate delivery of materials and supplies detailed in Exhibit B with suppliers to ensure project is executed timely.
- C. Coordinate and oversee the installation, setup and configuration of the Sensus Basestations, Regional Network Interface (“RNI”), and Sensus Analytics software.
- D. Advise the City of any tasks and requirements necessary to successfully integrate the AMI system with the City’s CIS software (the “CIS”).
- E. Conduct System Integration Testing (“SIT”) between the Sensus RNI, Sensus Analytics, and the City’s CIS.
- F. Train and educate City personnel on system use and troubleshooting; meter installation and programming; and SmartPoint installation and activation. Training to be conducted both in remote and onsite formats.

#### **1.2. City Responsibilities**

- A. Appoint a primary point of contact to coordinate with Contractor throughout the project deployment described herein.
- B. Designate appropriate personnel to support and participate throughout the project.
- C. Provide secure locations suitable to accommodate network Basestations as identified within the Sensus Propagation Analysis.
- D. Engage and contract with the City’s CIS Vendor to ensure all relevant contracts, fees, tasks, and responsibilities to integrate the CIS and AMI system are executed timely. The City shall provide Contractor with CIS Vendor’s key contact(s) who will be responsible during the project deployment.
- E. Develop and Conduct System Acceptance Testing (“SAT”) plan for formal acceptance of the AMI network within twenty (20) business days SIT completion.

## 2. Network Deployment

### 2.1. Network Basestations

- A. Contractor will furnish the Sensus M400B Basestations (“Basestation”), Basestation antenna, and cellular backhaul modems and install one each at the approved sites as demonstrated in the Sensus Propagation Analysis.
- B. The City will provide Contractor with access to each location and affirm each location is suitable for Basestation hardware.
- C. Contractor will coordinate and conduct a site visit with the City at each proposed location prior to installation. Concluding the site survey, Contractor and the City will coordinate target dates for Basestation installation.
- D. The City will be responsible for providing the following at each Basestation site:
  - I. 120V single phase service with 20-amp breaker;
  - II. 3-wire flex conduit pigtail from the breaker to the Basestation;
  - III. Cellular data plan and static IPs for the backhaul device;
  - IV. RJ-45 ethernet connection (if applicable).
- E. Contractor shall install and commission the Basestation, antenna, and communications backhaul at each proposed site.

### 2.2. Regional Network Interface

- A. Setup and Integration
  - I. Contractor and Sensus will provide the technical resources and identify detailed steps of the standard integrations to support the implementation, configuration, and integration of the RNI, Sensus Analytics, and the City’s CIS.
  - II. Sensus will setup and configure the RNI server environment within Sensus’ data centers. Contractor and Sensus will be responsible for proper configuration of the various Sensus systems and providing guidance to the City on various application configurations when different options are available.
  - III. Contractor and Sensus will integrate the RNI, Sensus Analytics, and the CIS (Sensus side). Contractor will provide the City (or CIS Vendor) with data integration specifications to integrate the CIS (CIS side) with the RNI and Sensus Analytics.
- B. City Responsibilities
  - I. Contract with the City’s CIS Vendor to create a sync file that will be sent to Sensus Analytics nightly as well as interface to receive readings from Sensus Analytics. There will also be a meter swap process to get the meter change out data into the billing system.
  - II. The City agrees to conduct and System Acceptance Testing (SAT) of the RNI, Sensus Analytics, and the City’s CIS in a timely manner. The City will provide

formal written acceptance of the RNI and Sensus Analytics upon completion of SAT.

## 2.3. Sensus Analytics

### A. Setup and Integration with RNI

#### I. Contractor/Sensus Responsibilities

- a. Sensus will setup, install, and configure Sensus Analytics instance for the City.
- b. Integrate the RNI with Sensus Analytics and ensure that data is successfully exchanged between the RNI, and Sensus Analytics.

#### II. City Responsibilities

- a. Coordinate with Contractor, the City's internal departments and/or third-party vendors to support the setup and integration between the RNI and Sensus Analytics.

### B. Configuration of Sensus Analytics with the City CIS

#### I. Contractor/Sensus Responsibilities

- a. Work with the City (or CIS Vendor) to configure the RNI and/or Sensus Analytics, as appropriate, with CIS according to CIS requirements.
- b. Configure Sensus Analytics so that it can receive data daily from the CIS. This is to ensure the City updates to meter information are received in Sensus Analytics from the CIS.
- c. Configure the RNI and/or Sensus Analytics, as appropriate, to accept incoming data files from the CIS.
- d. Configure the RNI and/or Sensus Analytics, as appropriate, to accept the read request file from the CIS and export reads to the CIS.

#### II. City Responsibilities

- a. Coordinate with internal departments and/or third-party vendors to facilitate the setup and integration of the RNI and Sensus Analytics.
- b. Collaboration may include, but is not limited to, the creation and delivery of data synchronization files from the CIS.
- c. Provide the communication path between Sensus Analytics and CIS for the purpose of the data exchange. The City will be responsible for any fees for modification and testing of the billing interface for CIS charged by the CIS Vendor.
- d. Sensus Analytics will provide file exports for billing. The City (or CIS Vendor) will configure CIS synchronization with the following:
  1. Delivery Frequency: Daily
  2. Delivery Method: files will be posted to Sensus Secure File Transfer Protocol ("FTP") site by the City

3. Delivery Format: CIS will send a file of comma separated values (CSV) format. Values may be in any order but static once an order is determined. Contractor will provide the City (or CIS Vendor) with a list of fields required for Sensus Analytics.
4. Additional synchronization fields as needed and may be requested by the City for reporting, search, and other functionality of Sensus Analytics. Contractor will provide the City (or CIS Vendor) with a list of additional synchronization fields as needed for Sensus Analytics.

#### 2.4. Training

- A. Contractor will educate and train relevant City personnel on network components, including Basestations, RNI, and Sensus Analytics operation and use; network troubleshooting; field handheld devices, and meter and SmartPoint installation, activation, and field troubleshooting.

#### 2.5. Validation and Testing Services

##### A. AMI Read Validation Testing

- I. Contractor and the City will review the configuration for each meter type and SmartPoint. Once configurations have been defined, Contractor will train the City's field personnel on proper SmartPoint installation and activation.
- II. The City will install and activate SmartPoints on various meters throughout its distribution service area to be used for testing network data transmissions. Contractor will assist and advise the City on optimal locations.
- III. Contractor and the City, when necessary, will work to resolve any issues identified during AMI Read Validation Testing.

##### B. System Integration Testing (SIT)

- I. Contractor and the City will validate and test all functionality of the system prior to cut-over production of the RNI environment. Validation and testing include the connectivity to/from the Basestations and the integration between Sensus Analytics and CIS.
- II. Contractor will confirm the Basestation(s) are at the appropriate hardware and firmware build for RNI, the radio frequency cards are at the required revision and Global Positioning System ("GPS") is configured and functional.
- III. Contractor will test Basestation configurations and communication between the Basestation and RNI. If necessary, Contractor will update the firmware and/or hardware as required to communicate with the RNI.
- IV. Contractor will test backhaul communications and ensure data is being routed properly to the RNI. When necessary, the City shall assist in troubleshooting any errors or issues cause by the City's data service provider.
- V. Contractor will validate test meter data information and verify data is properly transferred between the Basestation and RNI. Contractor will issue certain two-

way commands to test meters and ensure two-way communication with the meter is functional.

- VI. Contractor, with the City assistance, will verify test meter data is properly transmitted to/from the CIS.
- VII. Upon successful SIT, Contractor will provide the City with verification all integrations specified herein this SOW as necessary to establish communications between the Basestations, RNI, Sensus Analytics, and CIS are functional and working as specified.

C. System Acceptance Testing (SAT)

- I. Develop and Conduct System Acceptance Testing ("SAT") plan for formal acceptance of the AMI network within twenty (20) business days SIT completion.
- II. The City, with Contractor assistance, will perform SAT and verify all integrations have been satisfactorily completed and ready for "go-live".
- III. Contractor will work with the City to resolve issues identified during SAT.
- IV. The City will verify all integrations and data communications described herein this SOW have been successfully tested, proven functional and working as specified in design documents. Upon SAT completion, the City will provide Contractor with a written acceptance and notice to proceed with "go-live".

1. Project Close-Out

- 1.1. Contractor and the City to identify any outstanding action items or issues needed to resolve by either party prior to Project Acceptance.
- 1.2. Once all outstanding items or issues have been resolved or deferred as approved by the parties, Contractor issue a final Project Acceptance document for City sign-off.
- 1.3. Upon execution of the Project Acceptance, the project will be considered complete and transitioned to Contractor's support staff for ongoing maintenance and support through the term of the Annual Services Agreement.

2. Assumptions & Clarifications

- 2.1. This SOW is limited to the planned AMI infrastructure proposed as of contract execution. The number of Basestations planned is demonstrated in the Sensus Propagation Analysis. Any additional expansion of infrastructure and/or Basestations to cover areas beyond the service territory considered at the time of this Agreement, as well as any request for additional systems integration, are not in this project scope and will be quoted accordingly at the then current market value at time of request.
- 2.2. The City will be responsible for any associated fees, including but not limited to integration fees, training, licensing, hosting, ongoing maintenance and support fees, or any other fees imposed by the CIS Vendor for the continued use the CIS software.
- 2.3. Pricing does not include Sensus Professional Services or travel and expenses ("T&E") for any on-site work performed by Sensus. Professional Services will be quoted at the then current market value as needed and upon occurrence. In the event on-site travel is

required, the City will be responsible for reasonable T&E and consulting time at a rate of \$250.00 per hour.

## **EXHIBIT D – METER SERVICES SCOPE OF WORK**

### **1. OBJECTIVE**

- 1.1. This Meter Services Scope of Work outlines the general understanding of the project requirements. The exact workflow and processes detailed may be subject to revisions pending additional requirements and/or processes identified during the Project planning or throughout the course of the Project.

### **2. PROJECT PLANNING**

- 2.1. Review standard meter exchange expectations.
- 2.2. Review the City's customer resolution process.
- 2.3. Review incidental labor/materials and contingency fund allocation process.
- 2.4. Identify any special equipment anticipated during the project.
- 2.5. Review and finalize proper Return to Utility ("RTU") handling and resolution.
- 2.6. Identify operating hours, holiday schedules, and black-out dates.
  - A. Identify route order in relation to meter reading schedules.
  - B. Coordinate with supplier(s) to determine product delivery schedules.

### **3. PROJECT PREPARATION AND MOBILIZATION**

#### **3.1. Staffing**

- A. Contractor will ensure all staff and subcontractors are adequately equipped with reliable transportation, standard meter installation tools, activation and programming equipment, and personal protective equipment (PPE).
- B. All field personnel working on the project will be clearly identifiable as an authorized employee conducting business on behalf of Contractor. At minimum, each field technician will be equipped with vehicle magnets, identification badges, and highly visible safety vests.

#### **3.2. Operations and Warehousing**

- A. The City will provide Contractor's field staff with access to the City's local facilities to conduct daily operations. Contractor assumes the City will provide the following items, at minimum, and no additional services will be procured by Contractor during the course of the Project.
  - I. Product warehousing.
  - II. Specialty equipment (i.e., forklift, pallet jack, etc.)
  - III. Adequate parking spaces for field technicians during loading/unloading of field materials.
  - IV. Trash, recycling, and scrap disposal containers.
  - V. Office space for field management personnel (as needed)
  - VI. Access to secure wireless internet connection.

### 3.3. Project Oversight

- A. Contractor will designate a field supervisor who will be responsible for coordinating all work and communications with the City, suppliers, or subcontractors during the meter exchange phase. Contractor will:
  - I. Oversee field staff and continually monitor the production, quality of service, and professionalism.
  - II. Coordinate material acquisition with product supplier(s).
  - III. Coordinate resolution regarding field issues or concerns with the City's designated personnel.
  - IV. Conduct routine meetings with the City to ensure project is executed smoothly.

### 3.4. Work Order Management Software

- A. Contractor will use Work Order Management Software ("WOMS") to manage the field service work throughout the course of the project. Contractor shall grant the City read-only access to the WOMS through the duration of the meter exchange phase. Unless expressly stated otherwise, the City acknowledges and agrees nothing in this Meter Services Scope of Work grants, constitutes, or provisions the City with any licensed use during or after the project. The City, at its discretion, may request to license WOMS from Contractor for the City's continued use concluding the project.
- B. Contractor and the City will coordinate with the City's billing software vendor ("CIS Vendor") to integrate the WOMS with the City's billing software ("CIS"). Contractor will coordinate with CIS Vendor to ensure the electronic meter swap files are formatted correctly for the CIS.
- C. Contractor has included pricing for the initial integration of the WOMS with the CIS.
  - I. Pricing does not include re-integration with the City's current CIS or new CIS in the event the City changes the CIS at any point after the initial integration.
  - II. The City's CIS Vendor may impose separate fees for extract and meter swap integration with WOMS. Contractor is unable to ascertain or approximate any additional fee(s) (i.e. one-time or recurring fees) as such fees would be facilitated between the City's CIS Vendor and the City independently. Contractor will not be responsible for any new or revised fee(s) imposed from the City's CIS Vendor.
- D. To facilitate field work orders in a meter exchange project, Contractor will work with the City and the City's CIS Vendor to use their existing meter swap interface. Most billing vendors have an existing interface that will define the formats required.
  - I. The City will supply Contractor with a current export of the City's billing database.
  - II. Contractor will coordinate with the City to reconcile/clean-up database. Any issues or concerns with the data file will need to be resolved prior to meter



exchange. Insufficient or inaccurate data may result in delay(s) to the Project Schedule and subject to subsequent fees for additional time spent in the field to locate field assets and/or perform the Services herein. In the event the City requires assistance with data clean-up, Contractor may supply a Data Analyst at an hourly rate of Two-Hundred Dollars (\$200.00) per hour.

- III. When all issues have been resolved, import final billing database into WOMS and coordinate with the City to partition the service area into routes.

### 3.5. Material Acquisition (ongoing)

- A. Contractor will coordinate and furnish all material(s) identified within Exhibit B throughout the term of this Agreement. Contractor will coordinate with product supplier(s) to ensure adequate inventory is onsite and available to maintain meter exchange production schedules.
- B. The City shall inspect and/or test all materials within three (3) days from the date of delivery and immediately notify Contractor of any discrepancies. If no notice is provided within the 3-day period, Contractor will assume the materials have passed inspection and will issue invoice for the materials delivered.
- C. The City acknowledges Contractor is unable to circumvent manufacturing product delays and Contractor and the City agree to reasonably extend the project timeline for such delay(s) beyond Contractor's control.
- D. Unless expressly stated otherwise, supplemental materials (i.e., parts, fittings, pipe, valves, boxes, box lids, etc.) are not included within the project scope.

## 4. FIELD DEPLOYMENT

### 4.1. SmartPoint Installation & Activation

- A. Create and assign work orders for each service account in WOMS.
- B. Arrive at service address and park curbside. Place traffic rated safety cones to the front and rear corners of vehicle.
- C. Verify the correct location by validating address and meter number in WOMS.
- D. Inspect the worksite to verify the SmartPoint can be installed. If the meter box is inaccessible or a SmartPoint installation is not possible, the account will be flagged as In-Process or RTU (defined below) as applicable.
- E. Clear light debris from meter box, if necessary.
- F. Affix SmartPoint transmitter securely to pre-drilled meter box lid. If applicable, technician shall remove preexisting radio transmitters and return to the City for disposal.
- G. Connect meter to SmartPoint utilizing a new iPERL touch coupled connector.
- H. Activate the SmartPoint and verify communications have been established using the activation screen in the programming application.
- I. Replace the meter box lid, clean up and remove any trash from the jobsite.
- J. Work Order Data Documentation

- I. Record meter and/or radio transmitter serial number (barcode scan).
- II. Capture clear images detailing:
  - a. Relative meter box location in relation to dwelling
  - b. Worksite condition and before and after performing the services.
  - c. New SmartPoint once installed.
  - d. SmartPoint activation screen.
- III. Document any comments or notes relating to the worksite conditions or exceptions with images; including, but not limited to recommended services, special worksite notes, unstable conditions, etc.

#### 4.2. In-Process or Return to Utility ("RTU")

- A. In-Process may include, but not be limited to, any of the scenarios listed hereunder. Contractor will make a reasonable effort to exchange water meters at all locations identified within the project scope. When applicable, Contractor shall flag accounts as "In Process" (skipped/on-hold) which may require additional assistance from the City. Contractor shall notify the City of any account flagged In-Process for review. If Contractor and the City are unable to determine an appropriate resolution and timeline for the In-Process workorder within three (3) days, the account will be flagged Return to Utility ("RTU").

- I. Service accounts which require a meter exchange.
- II. Service accounts which the meter box lid has not been pre-drilled or replaced by the City with a pre-drilled hole to accommodate the SmartPoint.
- III. Service accounts that cannot be located or have been found to substantially deviate from the expected scope or require additional assistance from the City personnel.
- IV. Service accounts where the meter box is obstructed by vehicles.
- V. Accounts which require advance scheduling will be identified as In-Process. The City will schedule Contractor for appointment to perform the meter exchange.
- VI. Service accounts that have visible service line leaks at or near the meter.

#### B. Return to Utility ("RTU")

Return to Utility ("RTU") may include, but not be limited to, any of the scenarios listed hereunder. Service accounts flagged as RTU will be returned to the City for further action and Contractor may, in its sole discretion, invoice the City for a trip charge for the initial site visit or each additional visit in addition the service price thereafter. Unless otherwise specified hereunder, the City will be responsible for completing meter exchange service or performing the actions necessary to complete the meter exchange service prior to returning the account to Contractor.

- I. Any service account which the meter box is inaccessible, requires special equipment, additional materials (parts, fittings, pipe, etc.) or labor which has not been approved by the City to successfully complete.
- II. Service accounts where the meter box is obstructed by permanent or large structures, landscaping, or excessive tree/plant roots inside meter box.
- III. Service accounts where the technician reasonably believes potential damage may occur to customer's property.
- IV. Service accounts which require alterations or restorations to concrete or asphalt beyond twenty-four (24) inches around the meter box, or landscaping including but not limited to permanent trees, bushes, shrubs, flowers, gardens, and pathways.

#### 4.3. Non-Standard Services

- A. Non-Standard Services are defined as any service(s) in excess to or supplemental to those expressly stated within the aforementioned Field Deployment. Non-Standard Services may be required to facilitate a successful meter exchange. At the City's option, Non-Standard Services may be invoiced on occurrence or the account will be flagged RTU. Any labor or materials necessary to complete the services and not previously agreed upon will be submitted as a Change Order pursuant to Section 5 of the Agreement.

### 5. QUALITY ASSURANCE AND QUALITY CONTROL

#### 5.1. Field Services Quality Assurance

- A. Contractor will perform weekly quality assurance evaluations on a portion of completed work orders. Service addresses will be selected at random and reviewed for proper installation and data collection. At minimum, the field supervisor will evaluate:
  - I. SmartPoint installed correctly
  - II. Work order accuracy
  - III. Digital photos are uploaded and match work order data
    - a. Meter identification number
    - b. Radio identification number
- B. The field supervisor will coordinate with the City and/or Contractor's technical staff to identify service locations not communicating to the AMI infrastructure. In the event an installed product is suspect for non-communication, a technician will make one on-site attempt to interrogate the product at no expense and within the Warranty period.
  - I. The work order will be reopened and assigned to a field technician to troubleshoot the concern. If the malfunction is a direct result of the technician's error or negligence, the technician will install a replacement at no charge.

- II. If it is determined that non-communication is due to a defect or damage to the product caused by the City or third-party (including the homeowner), Contractor shall invoice for the site visit.

#### 5.2. Data Quality

- A. Contractor will review a portion of all work orders captured within the WOMS to confirm proper data collection and integrity while tracking and recording any anomalies. The field supervisor will reopen any work orders as necessary and reassign to the technician for review and/or data correction.

### 6. ROUTE MANAGEMENT AND SUBSTANTIAL COMPLETION

- 6.1. Contractor will coordinate with the City to partition the service area into routes. Field technicians will advance through each route in a contiguous form until a majority of service locations have been completed or flagged as RTU. Contractor's goal is to complete as much of the active route prior to advancing to the next. Specific timing goals for route completion will be proposed by Contractor after thorough review of routes for approval by the City.
- 6.2. An active route will be considered substantially complete when ninety percent (90%) of meters have been installed and verified as communicating or Returned to Utility (RTU). Subsequent routes shall be available for meter exchange services prior to route acceptance of the active route.
- 6.3. Meter Services will be considered substantially complete when ninety percent (90%) of the meter quantity allocated for the entire Project have been successfully exchanged or Returned to Utility (RTU).

### 7. PROJECT CLOSE-OUT

#### 7.1. Demobilization

- A. Clean up and return any facilities provided by the City, return any City provided equipment to appropriate personnel, transfer overstock inventory back to the City, and demobilize field crews.

### 8. ASSUMPTIONS AND CLARIFICATIONS

- 8.1. All SmartPoints will be installed contiguously and sequentially through cycles and routes during normal business hours of Monday – Friday, 7:00 AM to 5:00 PM.
- 8.2. No additional Direct Job Costs (city licenses, permits, etc.) are included and will be invoiced as necessary and on occurrence at cost plus fifteen percent (15%).
- 8.3. All meter boxes are assumed to be located in a conspicuous and easily accessible locations. All hard-to-find meter boxes will have location descriptions and/or assistance from the City as necessary to locate.
- 8.4. Traffic Control cost(s) (including but not limited to planning, engineering, permitting, implementation, labor, Traffic Control device setup and removal, etc.) will be invoiced as necessary and on occurrence at cost plus fifteen percent (15%).
- 8.5. If required, Contractor assumes the City will provide any necessary scheduling services.

- 8.6. Contractor assumes no print media such as postcards or door hangers will be used during the Project. Should the City choose, the City may provide Contractor with door hangers or information handouts to be distributed at each location upon completion of the Work. The City acknowledges and agrees Contractor will not be expected to distribute printed material at any time other than while onsite during the SmartPoint installation.
- 8.7. All materials removed from the field (e.g., retired meters, debris, trash) will be returned and/or disposed of at the City facility.
- 8.8. Contractor is not expected to exchange meters as part of this Project. In the event the City elects to engage Contractor for meter exchange services, additional scope and pricing will apply.
- 8.9. Contractor assumes the City will pre-drill or replace all meter box lids prior to the SmartPoint installation.

**CONTRACT AMENDMENT  
NO. 1**

**Water Meter Replacement Project**

This Amendment shall be made a part of the City of Killeen 5-year Annual Services Agreement with Aqua-Metric Sales Company. This Contract was entered into on January 24, 2023. The change in the fee structure is as follows:

**JUSTIFICATION:**

On January 24, 2023, City Council approved a Letter of Agreement (LOA) with Aqua-Metric Sales Company for advanced metering infrastructure (AMI) software support and hosting services for a 5-year period in a total amount of \$141,089. This LOA included 5,000 radios for each of the 5 years. With the city's desire to increase radio amounts to 10,000 in Year Two, Aqua-Metric has submitted a revised LOA that includes this radio increase in Year Two. The new 5-year total amount for software support and hosting services is \$248,247.

Scope of Service	Phase	Present Contract Amount	Proposed Amendment	Proposed Contract Amount (Original thru Amendment)
Lump Sum fee proposed	-	\$141,089		\$141,089
Contract Amendment No. 1	-		\$107,158	\$248,247
Total		\$141,089	\$107,158	\$248,247

**Aqua-Metric Sales Company**

By: 

Title: Manager

Date: May 21, 2024

**City of Killeen**

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

Title: \_\_\_\_\_

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

**Aqua-Metric Sales Company**

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

May 20, 2024

**Client:** City of Killeen, Texas  
**Attention:** Steve Kana  
**Phone:** (254) 501-7623  
**Email:** SKana@killeentexas.gov

Line No.	Item	Quantity	Unit	Extended
<b>Recurring Annual Fees - Phase In</b>				
<b>Year One:SaaS Software Hosting and Support, Based on up to 5,000 Water Services</b>				
	Annual Hosted RNI Software-as-a-Service, Water Only	1	\$9,868.26	\$9,868.26
	Annual Sensus Analytics Enhanced, Water Only	1	\$6,736.53	\$6,736.53
	Annual Sensus Analytics Text Messaging Fee (Optional)	1	\$718.56	\$718.56
	Annual M400 Basestation Extended Warranty	1	\$1,751.31	\$1,751.31
	Annual Aqua-Metric Support	1	\$7,500.00	\$7,500.00
			Total:	\$26,574.66
<b>Year Two Annual Fees: SaaS Software Hosting and Support, Based on up to 10,000 Water Services</b>				
	Annual Hosted RNI Software-as-a-Service, Water Only	1	\$17,276.54	\$17,276.54
	Annual Sensus Analytics Enhanced, Water Only	1	\$15,656.80	\$15,656.80
	Annual Sensus Analytics Text Messaging Fee (Optional)	1	\$1,480.24	\$1,480.24
	Annual M400 Basestation Extended Warranty for Existing Base Station	1	\$1,785.99	\$1,785.99
	Annual M400 Basestation Extended Warranty New M400 Base Station	1	\$1,785.99	\$1,785.99
	Annual Aqua-Metric Support	1	\$15,000.00	\$15,000.00
			Total:	\$52,985.56
<b>Year Three Annual Fees: SaaS Software Hosting and Support, Based on up to 10,000 Water Services</b>				
	Annual Hosted RNI Software-as-a-Service, Water Only	1	\$17,794.84	\$17,794.84
	Annual Sensus Analytics Enhanced, Water Only	1	\$16,126.50	\$16,126.50
	Annual Sensus Analytics Text Messaging Fee (Optional)	1	\$1,524.65	\$1,524.65
	Annual M400 Basestation Extended Warranty for Existing Base Station	1	\$1,839.57	\$1,839.57
	Annual M400 Basestation Extended Warranty New M400 Base Station	1	\$1,839.57	\$1,839.57
	Annual Aqua-Metric Support	1	\$15,450.00	\$15,450.00
			Total:	\$54,575.13
<b>Year Four Annual Fees: SaaS Software Hosting and Support, Based on up to 10,000 Water Services</b>				
	Annual Hosted RNI Software-as-a-Service, Water Only	1	\$18,328.69	\$18,328.69
	Annual Sensus Analytics Enhanced, Water Only	1	\$16,610.30	\$16,610.30
	Annual Sensus Analytics Text Messaging Fee (Optional)	1	\$1,570.39	\$1,570.39
	Annual M400 Basestation Extended Warranty for Existing Base Station	1	\$1,894.76	\$1,894.76
	Annual M400 Basestation Extended Warranty New M400 Base Station	1	\$1,894.76	\$1,894.76
	Annual Aqua-Metric Support	1	\$15,913.50	\$15,913.50
			Total:	\$56,212.40
<b>Year Five Annual Fees: SaaS Software Hosting and Support, Based on up to 10,000 Water Services</b>				
	Annual Hosted RNI Software-as-a-Service, Water Only	1	\$18,878.55	\$18,878.55
	Annual Sensus Analytics Enhanced, Water Only	1	\$17,108.61	\$17,108.61
	Annual Sensus Analytics Text Messaging Fee (Optional)	1	\$1,617.50	\$1,617.50
	Annual M400 Basestation Extended Warranty for Existing Base Station	1	\$1,951.60	\$1,951.60
	Annual M400 Basestation Extended Warranty New M400 Base Station	1	\$1,951.60	\$1,951.60
	Annual Aqua-Metric Support	1	\$16,390.91	\$16,390.91
			Total:	\$57,898.77

This quote for the product and services named above is subject to the following terms:

1. All quotes are subject to the Aqua-Metric Terms of Sale.
2. Quote is valid for thirty days.
3. If modifications in materials, labor, or processing are required to meet new regulations, the pricing submitted herein is subject to immediate change.
4. Freight allowed on single Sensus Product orders exceeding \$20,000.00.
5. Net Thirty Days to Pay
6. Returned product may be subject to a 25% restocking fee.
7. Sales Tax and/or Freight charges are not included.
8. Minimum 5 year term for SaaS Model with Annual 3% price increase
9. Pricing based on Annual Increase of 5,000 Water Services Per Year

## AMENDMENT(S) FOR Water Meter Replacement

(Project Name)

<b>Department/Division:</b> Development Services/Engineering <b>Vendor Name:</b> Aqua-Metric Sales Company <b>Original Contract Amount:</b> \$141,088.53 <b>Date CCMR Approved:</b> 01/24/23		<b>Bid No.:</b> N/A  <b>CCMR No.:</b> 23-018R	<b>NOTE</b> 1. If individual Change Order request is ≥ \$50,000, please attach CCMR in front of Change Order request for Council approval 2. If, cumulatively, Change Orders are ≥ 25% of awarded contract amount please attach CCMR in front of Change Order request for Council approval
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### HISTORY OF CHANGE ORDERS

CO#	Proposed or Approved	Date CCMR Approved	CCMR#	Amount	Account Number (xxx-xxxx-xxx-xx,xx)	BRIEF Reason for Change Order Request (must fit in allotted space)	Updated Contract Amount	% Change in Contract
1	<input checked="" type="checkbox"/> Proposed <input type="checkbox"/> Approved			\$107,157.99	550-3410-436.47-99	Original 5 yr. agreement included only 5,000 radios. This 5 yr. agreement increases radio count to 10,000 in Year Two.	\$248,246.52	75.95%
2	<input type="checkbox"/> Proposed <input type="checkbox"/> Approved						\$248,246.52	75.95%
3	<input type="checkbox"/> Proposed <input type="checkbox"/> Approved						\$248,246.52	75.95%
4	<input type="checkbox"/> Proposed <input type="checkbox"/> Approved						\$248,246.52	75.95%
5	<input type="checkbox"/> Proposed <input type="checkbox"/> Approved						\$248,246.52	75.95%
6	<input type="checkbox"/> Proposed <input type="checkbox"/> Approved						\$248,246.52	75.95%
7	<input type="checkbox"/> Proposed <input type="checkbox"/> Approved						\$248,246.52	75.95%
8	<input type="checkbox"/> Proposed <input type="checkbox"/> Approved						\$248,246.52	75.95%
9	<input type="checkbox"/> Proposed <input type="checkbox"/> Approved						\$248,246.52	75.95%
10	<input type="checkbox"/> Proposed <input type="checkbox"/> Approved						\$248,246.52	75.95%

\_\_\_\_\_  
Dept. Head Signature/Date

Recommended:	Recommended:
_____ Purchasing Manager/Date	_____ Director of Finance/Date

Recommended:	Approved/Disapproved:
_____ City Attorney/Date	_____ City Manager/Date





**CONTRACT PRICING WORKSHEET**  
For Catalog & Price Sheet Type Purchases

**Contract No.:**

**WM09-20**

**Date Prepared:**

April 12, 2024

**This Worksheet is prepared by Contractor and given to End User. If a PO is issued, both documents MUST be faxed to H-GAC @ 713-993-4548. Therefore please type or print legibly.**

**Buying Agency:** City of Killeen, Texas

**Contractor:** Aqua-Metric Sales Company

**Contact Person:** Steve Kana

**Prepared By:** Kristy Segarra

**Phone:** (254) 501-7623

**Phone:** (210) 967-6300

**Fax:**

**Fax:** (210) 967-6305

**Email:** skana@killeentexas.gov

**Email:** Kristy.Segarra@aqua-metric.com

**Catalog / Price Sheet Name:**

WM09-20 Aqua-Metric / Sensus Pricing - Updated 03-2024

**General Description of Product:**

Water Meters and Installation

**A. Catalog / Price Sheet Items being purchased - Itemize Below - Attach Additional Sheet If Necessary**

Quan	Description	Unit Pr	Total
1	M400B2 Basestation w/ SPM-900 - WM0925A	37746.97	37746.97
1	M400B2 Basestation Installation - WM0925C	26000	26000
1	Communication Backhaul - WM0925A	1000	1000
5000	520M Single Port SmartPoint Radio Transmitter - WM0925C	168.42	842100
1	Mobilization Fee - WM0925E	27000	27000
5000	NovusCenter WOMS Work-Order Data Fee - WM0925B	2.25	11250
5000	3/4" Water Meter Exchange with SmartPoint Installation and Activation - - WM0925E (Residential Water Meter Installation Outside Set)	101.5	507500
			0
			0
<b>Total From Other Sheets, If Any:</b>			
<b>Subtotal A:</b>			<b>\$1,452,596.97</b>

**B. Unpublished Options, Accessory or Service items - Itemize Below - Attach Additional Sheet If Necessary**

(Note: Unpublished Items are any which were not submitted and priced in contractor's bid.)

Quan	Description	Unit Pr	Total
1	M400B2 Basestation Certification	1750	1750
6	Field Deployment Management, Monthly Fee	7500	45000
1	NovusCenter WOMS Additional Work Order Setup Fee	2500	2500
5000	NovusCenter WOMS Data Review Fee	3	15000
1	Sensus Analytics Reintegration Fee	20500	20500
1	RNI Setup / Rebuild Fee	16248.75	16248.75
<b>Total From Other Sheets, If Any:</b>			
<b>Subtotal B:</b>			<b>\$ 100,998.75</b>

**Check:** Total cost of Unpublished Options (B) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B).

**For this transaction the percentage is:**

7%

**C. Trade-Ins / Special Discounts / Other Allowances / Freight / Installation / Miscellaneous Charges**

<b>Discount</b>	\$ (439,748.47)
<b>Subtotal C:</b>	<b>\$ (439,748.47)</b>

**Delivery Date:** 12/2025

**D. Total Purchase Price (A+B+C):**

**\$1,113,847.25**